



**Mammoth Lakes Housing Board Meeting  
Agenda**

**Monday, March 7, 2022, 6:00 p.m.**

**437 Old Mammoth Road, Suite Z, Mammoth Lakes**

Members of the Board

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

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

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

**ZOOM INFORMATION:**

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

Or join by phone:

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

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

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

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

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

[http://mammothlakes.granicus.com/ViewPublisher.php?view\\_id=4](http://mammothlakes.granicus.com/ViewPublisher.php?view_id=4) or on the local government cable

channel 18. Public comments can be submitted to the Executive Director at

[patricia@mammothlakeshousing.org](mailto:patricia@mammothlakeshousing.org) or [clerk@townofmammothlakes.ca.gov](mailto:clerk@townofmammothlakes.ca.gov) or may be made via

Zoom or in person in Suite Z.

- 1. Call to Order**

Regular meeting of the public benefit corporation, 501(c)3, Mammoth Lakes Housing, Inc. whose mission is to support affordable housing for a viable economy and sustainable community.
- 2. Assembly Bill 361 (AB 361) Findings**
  - 2.1. Adopt Resolution 2022-04 to allow virtual Board meetings to continue during the Covid-19 pandemic declared emergency**
- 3. Public Comments**

This is the established time for any member of the public wishing to address the Mammoth Lakes Housing, Inc. Board of Directors on any matter that does not otherwise appear on the agenda. Members of the public desiring to speak on a matter appearing on the agenda should ask the Chairman for the opportunity to be heard when the item comes up for consideration. Public comments may be submitted to the Executive Director at [patricia@mammothlakeshousing.org](mailto:patricia@mammothlakeshousing.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.
- 4. Consent Agenda**
  - 4.1. Approval of the Minutes from February 7, 2022 Regular Board Meeting**
- 5. Policy Matters**
  - 5.1. Consider adoption of Resolution 2022-05, Approving the Creation of the Following Ad-hoc Committee: Town of Mammoth Lakes Contract Negotiations Committee**
  - 5.2. Appoint Board members to serve on the Town of Mammoth Lakes Contract Negotiations Committee formed in Resolution 2022-05**
  - 5.3. Review and approve the MLH and Sierra Housing Advocates, LLC Fiscal Year 2021-22 Second Quarter Draft Financial Statements**
  - 5.4. Regional Continuum of Care Status Update Related to Closure of IMACA's Housing Programs and Possible Program Transitions**
  - 5.5. 2021 Annual Report**
  - 5.6. Consider adoption of Resolution 2022-06 Authorizing Acquisition of Property (913 Forest Trail, Mammoth Lakes, CA)**
  - 5.7. Consider adoption of Resolution 2022-07 Authorizing Acquisition of Property (40 Willow Avenue, #5, June Lake, CA)**
  - 5.8. Consider adoption of Resolution 2022-08 Authorizing Acquisition of Property (156 East Clarke Street, City of Bishop, CA)**
  - 5.9. MLH Programs Update**

6. **Committee Reports**
7. **Board Member Reports**
8. **CLOSED SESSION**

**8.1** Pursuant to Government Code Section 54956.8, the Board will hold a closed session to discuss property negotiations and possible staff directions and/or action – Assessor's Parcel Number 033-165-019-000

Property: 550 Mono Street, G-201, Mammoth Lakes, CA 93546

Negotiating Parties: Patricia Robertson representing MLH (prospective buyer);  
Angela Tonetti McFall (Owner)

Under Negotiation: Terms of sale

**9. Adjourn**

The meeting will adjourn to the next regular Board meeting.



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

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## **STAFF REPORT**

Subject: The Board will discuss AB 361 and consider adoption of Resolution 22-04, regarding the continued utilization of teleconferencing for meetings of the Board that are required to follow the Brown Act.

Presented by: Patricia Robertson, Executive Director

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## **BACKGROUND**

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

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

### Brief summary of AB 361 Changes:

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

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

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

New requirements for public comment:

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

Required Findings:

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

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

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

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

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

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

**RECCOMENDATION**

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

**ATTACHMENTS**

1. Letter from Bryan Wheeler, Director of Public Health, to the Mono County Board of Supervisors, dated September 20, 2021
2. The Mono County Public Health Order requiring masks, August 6, 2021
3. Resolution 22-04



# MONO COUNTY HEALTH DEPARTMENT

## Public Health

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

To: Board of Supervisors

From: Bryan Wheeler, Director of Public Health

Date: September 20, 2021

Re: Continued Recommendation regarding Social Distancing and Remote Meetings

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

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

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

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

# MONO COUNTY HEALTH DEPARTMENT

## Public Health Officer Order:

### Face Coverings For All While in Public

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

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**August 6, 2021**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

### **General Provisions**

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

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

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

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

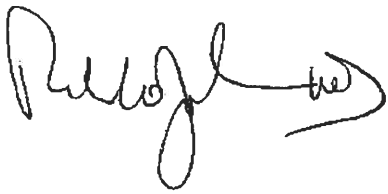
5. This Order is made in accordance with all applicable State and Federal laws, &

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

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

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

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

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

\_\_\_\_\_ Date: August 2, 2021

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

## **RESOLUTION NO. 22-04**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**IT IS FURTHER RESOLVED** that this Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) April 6, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Directors may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**APPROVED AND ADOPTED THIS 7th day of March 2022.**

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Kirk Stapp, President

ATTEST:

\_\_\_\_\_  
Patricia Robertson, Secretary



## **Mammoth Lakes Housing Board**

### **Regular Meeting Minutes**

**February 7, 2022, 6:00 p.m.**

**437 Old Mammoth Road, Suite Z, Mammoth Lakes**

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

Members Absent: Board Member Heidi Steenstra

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#### **1. Call to Order**

President Kirk Stapp called the meeting to order at 6:02 p.m. in the Council Chamber, 437 Old Mammoth Road, Mammoth Lakes. President Stapp attending the meeting in person, the other members of the Board attended the meeting via videoconference.

#### **2. Assembly Bill 361 (AB 361) Findings**

##### **2.1 Adopt Resolution 2022-03 to allow virtual Board meetings to continue during the Covid-19 pandemic declared emergency**

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

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

Moved by President Kirk Stapp

Seconded by Board Member Lindsay Barksdale

Adopt Resolution 2022-03 to allow virtual Board meetings to continue during the Covid-19 pandemic declared emergency.

For (6): President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Lindsay Barksdale, Board Member Agnes Vianzon, Board Member Tony Perkins, and Board Member Brian D'Andrea

Absent (2): Board Member Tom Hodges, and Board Member Heidi Steenstra

Carried (6 to 0)

**3. Public Comments**

There were no comments given at this time.

**4. Consent Agenda**

Moved by President Kirk Stapp  
Seconded by Board Member Brian D'Andrea

Approve the Consent Agenda.

For (6): President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Lindsay Barksdale, Board Member Agnes Vianzon, Board Member Tony Perkins, and Board Member Brian D'Andrea

Absent (2): Board Member Tom Hodges, and Board Member Heidi Steenstra

Carried (6 to 0)

**4.1 Approval of the Minutes from the January 6, 2022 Regular Board Meeting**

**5. Policy Matters**

**5.1 Establish Goals for the Joint Meeting with Town of Mammoth Lakes Town Council**

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

Board Member Tom Hodges joined the meeting at 6:10 p.m.

**SPEAKING FROM THE FLOOR:**

Town of Mammoth Lakes (TOML) Town Manager Dan Holler discussed the key elements of a legislative body that would make it subject to the Brown Act. Mr. Holler spoke about MLH's desire for more regional outreach and the potential reduction in paperwork for Ms. Robertson if MLH stepped away from the Town and acted in a capacity similar to a more traditional non-profit organization not subject to the Brown Act. He said that if MLH made such a move, it would eliminate the requirement to have elected officials appointed to the Board, however, it would not preclude them from being elected to serve on the Board if they so desired.

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

**5.2 Possible partnership with County Social Services Departments to draw HDAP funding to build housing staff capacity in the region**

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

**SPEAKING FROM THE FLOOR:**

Mono County Director of Social Services Kathy Peterson said that she welcomed the opportunity to partner with MLH. Ms. Peterson reported that when her department received funding from the State they were provided with an All County Welfare Director's Letter which provided them with very specific information about where the money came from and when and how it was to be spent and said this type of strategy was encouraged. She said that funding had increased exponentially since the beginning of the program.

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

**5.3 MLH Programs Update**

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

**SPEAKING FROM THE FLOOR:**

TOML Town Manager Dan Holler spoke about the application process for Deed Restricted Properties through MLH and said that members of the community were looking for an easier way to find out if they would qualify without going through the entire application process.



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

## **6. Committee Reports**

Executive Director Patricia Robertson reported that the Governance Committee and the Diversity Equity and Inclusion Committee had not met.

Programs and Housing Development Committee Member Tom Hodges gave an update on the Committee's activities and complimented his fellow Committee Members for their work on the Homekey Application.

Ms. Robertson reported that the Marketing and Communications Committee had assisted with the public outreach survey.

Ms. Robertson reported that the Fundraising Committee and the Board Nominations Committee had not met.

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

## **7. Board Member Reports**

Board Member Tom Hodges reported that a Home Accelerator Award in the amount of \$38M had been awarded to Pacific West Communities to be used for Phase I of The Parcel. Mr. Hodges said that the Planning and Economic Development Commission (PEDC) agenda for Wednesday's meeting included a project under the Density Bonus program and said that he would watch the meeting and likely provide public comment, and encouraged his fellow Board Members to watch as well. He said that it had been busy at the Mountain with a lot of people in Town and said that they were on pace for visitation and Transient Occupancy Tax (TOT).

SPEAKING FROM THE FLOOR:

TOML Town Manager Dan Holler confirmed that a Home Accelerator Award in the amount of \$38.6M had been awarded for The Parcel and reported that the total grant funds received to date for The Parcel was close to \$57M.

Board Member Brian D'Andrea congratulated the Town on the Accelerator Award and said that he hoped that funds from round two of the Accelerator program would be awarded to MLH for the 238 Sierra Manor Project. Mr. D'Andrea reported that he would attend the Housing California 2022 Annual Conference from April 4th through April 6th.

Board Member Lindsay Barksdale reported that homeowners from the San Joaquín Villas (SJV) were keeping an eye on the Villas III at Obsidian project which would be brought before the PEDC on Wednesday, and shared concerns that SJV homeowners had about the project.

There was discussion among members of the Board.

**8. Closed Session**

The Board went into recess at 7:53 p.m.

The Board went into closed session at 7:59 p.m.

**8.1 Pursuant to Government Code Section 54956.8, the Board will hold a closed session to discuss property negotiations and possible staff direction and/or action – Assessor’s Parcel Number 001-212-05**

**Property: 156 East Clarke Street, Bishop, CA 93514**

**Negotiating Parties: Patricia Robertson representing MLH (prospective buyer); Kate Morley representing IMACA (Owner)**

**Under Negotiation: Terms of sale**

The Board came out of closed session at 8:33 p.m.

Executive Director Patricia Robertson reported that the Board gave staff direction to continue negotiations for the preservation of affordable housing in the region.

**9. Adjourn**

The meeting was adjourned at 8:34 p.m. to the next regular Board Meeting scheduled to be held on March 7, 2022.

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Angela Plaisted, Assistant Clerk  
Town of Mammoth Lakes

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Patricia Robertson, Secretary  
Mammoth Lakes Housing, Inc.

RESOLUTION No. 22-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF MAMMOTH LAKES HOUSING, INC.  
APPROVING THE CREATION OF AN AD-HOC TOWN OF MAMMOTH LAKES CONTRACT  
NEGOTIATIONS COMMITTEE

WHEREAS, Mammoth Lakes Housing, Inc. is a nonprofit public benefit corporation formed to provide affordable workforce housing in the Eastern Sierra Region of CA; and

WHEREAS, Mammoth Lakes Housing, Inc.(MLH) seeks to negotiate a contract with the Town of Mammoth Lakes (TOML) for services that are related to the organization's mission to support workforce housing for a viable economy and sustainable community; and

WHEREAS, Mammoth Lakes Housing, Inc. will disband the ad-hoc Town of Mammoth Lakes Contract Negotiations Committee once the full Board of Directors and the Town of Mammoth Lakes have approved the contract.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Mammoth Lakes Housing, Inc hereby creates an ad-hoc Town of Mammoth Lakes Contract Negotiations Committee for the purpose of negotiating a contract between Mammoth Lakes Housing and the Town of Mammoth Lakes.

PASSED AND ADOPTED this 7<sup>th</sup> day of MARCH, 2022.

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Kirk Stapp, President

ATTEST:

\_\_\_\_\_  
Patricia Robertson, Secretary



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

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**STAFF REPORT**

Subject: Appointment of the Ad-Hoc Town Contract Negotiations  
Committee

Presented by: Patricia Robertson, Executive Director

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**BACKGROUND**

With the adoption of Resolution 22-05, the MLH Board shall now appoint the Town Contract Negotiation committee.

**RECOMMENDATION**

The Board should appoint no more than three members of the Mammoth Lakes Housing Board to serve on the ad-hoc Town Contract negotiations committee.

**Sierra Housing Advocates, LLC.**  
**Statement of Financial Position**  
For the Quarter Ending Dec 31, 2021

	<u>3/31/2021</u>	<u>6/30/2021</u>	<u>9/30/2021</u>	<u>12/31/2021</u>	<u>Change from Prior Quarter</u>
Cash	41,225	41,225	40,425	40,425	-
Due from MLH for Town Bridge Program Properties	-	-	-	7,081	7,081
Town Bridge Program Properties					
La Vista Blanc #65	-	-	-	-	-
SVJ #C5	-	-	-	493,942	493,942
Total Town Bridge Program Properties	-	-	-	493,942	493,942
<b>Total Assets</b>	<b>41,225</b>	<b>41,225</b>	<b>40,425</b>	<b>541,447</b>	<b>501,023</b>
Other Current Liabilities					
Due to MLH for Town Bridge Program	-	-	-	37,538	37,538
Total Due to Mammoth Lakes Housing	-	-	-	37,538	37,538
TOML Deeds of Trust					
TOML Deed La Vista Blanc #65	-	-	-	-	-
TOML Deed SJV #C5	-	-	-	464,630	464,630
Total TOML Deeds of Trust	-	-	-	464,630	464,630
<u>Net Assets</u>					
Members Equity					
TOML Equity					
Unrestricted Net Assets	41,225	41,225	40,425	39,280	(1,145)
Total Net Assets	41,225	41,225	40,425	39,280	(1,145)
<b>Total Liabilities &amp; Net Assets</b>	<b>41,225</b>	<b>41,225</b>	<b>40,425</b>	<b>541,447</b>	<b>501,023</b>

**Sierra Housing Advocates, LLC.**

**Statement of Activities**

For the Quarter Ending Dec 31, 2021

	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>Total</u>
	<u>Jul - Sep 21</u>	<u>Oct - Dec 21</u>	<u>Jan - Mar 22</u>	<u>Apr - Jun 22</u>	<u>FY 2022</u>
<b>Operations Income (non HBA)</b>					
<b>Revenue</b>					
Rental Revenue	-	-	-	-	-
Debt Cancellation	-	-	-	-	-
Sale of Property	-	-	-	-	-
Cost of Unit Sold	-	-	-	-	-
Total Revenue	-	-	-	-	-
<b>Expenses</b>					
238 Sierra Manor Road	-	-	-	-	-
Deed Restriction Retention					
Property Acquisition Expenses	-	1,145	-	-	1,145
Property Selling Expenses	-	-	-	-	-
Deed Restriction Retention-Other	-	-	-	-	-
Total Deed Restriction Retention	-	1,145	-	-	1,145
HOA Fees	-	-	-	-	-
Insurance	-	-	-	-	-
Interest Expense	-	-	-	-	-
LLC FTB Taxes and Fees	800	-	-	-	800
Professional Fees	-	-	-	-	-
Property Taxes	-	-	-	-	-
Repairs and Maintenance	-	-	-	-	-
Total Expenses	800	1,145	-	-	1,945
Net Operations Income	(800)	(1,145)	-	-	(1,945)
Other Expenses					
Depreciation	-	-	-	-	0
Total Other Expenses	-	-	-	-	-
Total Other Income	-	-	-	-	-
Increase/(Decrease) in Net Assets	(800)	(1,145)	-	-	(1,945)
Net Assets at Beginning of Period	41,225	40,425	39,280	-	
Net Assets at End of Period	40,425	39,280	39,280	-	

Sierra Housing Advocates, LLC.

Statement of Cash flow

For the Quarter Ending Jun 30, 2021

December 31, 2021

Increase/(Decrease) in Net Assets \$ (1,145)

**Non Cash Operating Transactions**

Depreciation	\$ -	
Due to/from Mammoth Lakes Housing	\$ 30,457	
Town Bridge Program - SJV #C5	\$ (493,942)	
Prepaid Expenses	\$ -	\$ (463,485)
<b>Cash flow from Operations</b>	<b>\$ -</b>	<b>\$ (464,630)</b>

**Cash Flow from Investment Activities**

Members Equity	\$ -	
Unrestricted Net Assets	\$ -	
	\$ -	\$ -

**Cash Flow from Financing Activities**

Mono County Revolving Loan	\$ -	
TOML Deed of Trust for SJV #C5	\$ 464,630	
	\$ 464,630	\$ 464,630

Net change in Cash \$ (0)

Cash at Sept 30, 2021 \$ 40,425

Cash at Dec 31 2021 \$ 40,425

\$ 40,425

\$ (0)

**Mammoth Lakes Housing, Inc.**  
**Statement of Financial Position**  
For the Quarter Ending Dec 31, 2021

	<u>3/31/2021</u>	<u>6/30/2021</u>	<u>9/30/2021</u>	<u>12/31/2021</u>	<u>Change from Prior Quarter</u>
Cash	492,539	539,554	756,451	720,186	(36,264)
A/R	190,794	190,198	(2,612)	(20,367)	(17,755)
Prepaid Insurance	10,280	5,537	793	9,630	8,836
Due from SHA for Town Bridge Programs	-	-	14,370	52,208	37,838
Fixed Assets	359,980	359,980	359,980	359,980	-
Accum Depr & Amort.	(363,588)	(409,135)	(410,857)	(412,579)	(1,722)
HBA-CalHome Loans	61,711	41,104	40,678	40,248	(429)
<u>Rental Property</u>					
238 Sierra Manor Road	1,253,036	1,253,036	1,253,036	1,253,036	-
238 Sierra Manor Road-CIP	251,600	251,600	257,455	261,455	4,000
Meridian Court	150,000	150,000	150,000	150,000	-
Star Apartments	872,867	872,867	872,867	872,867	-
Total Rental Property	2,527,502	2,527,502	2,533,357	2,537,357	4,000
<b>Total Assets</b>	<b>3,279,218</b>	<b>3,254,739</b>	<b>3,292,160</b>	<b>3,286,663</b>	<b>(5,497)</b>
<u>Current Liabilities</u>					
Due to SHA for Town Bridge Program	-	-	-	7,081	7,081
Rent Deposits	10,664	11,389	11,389	11,389	-
Compensated Absenses	6,409	6,409	6,409	6,409	-
PR Taxes & Retirement Liabilities	(2,416)	723	(6,186)	1,447	7,634
Deferred Emergency Rent Assistance	-	39,822	-	-	-
	14,657	58,343	11,612	26,327	14,715
<u>LT Liabilities</u>					
Alper Enterprises L.P.	490,290	481,850	473,326	464,716	(8,610)
TOML Note Pay. 1829 OMR	853,600	853,600	853,600	853,600	-
Oak Valley Loan - #4	99,426	97,302	95,156	92,977	(2,179)
	1,443,315	1,432,752	1,422,082	1,411,292	(10,789)
Total Liabilities	1,457,973	1,491,095	1,433,694	1,437,619	3,925
<u>Net Assets</u>					
Net assets - MLH risk reserve	160,000	160,000	160,000	160,000	-
Reserve for STAR Apartments	59,550	66,615	66,615	66,615	-
Reserve for 238 Sierra Manor Rd	134,156	134,156	128,301	128,301	-
Reserve for CalHome Program Reuse	31,541	52,560	53,295	54,030	735
Unrestricted	1,435,999	1,350,314	1,450,256	1,440,098	(10,158)
Total Net Assets	1,821,245	1,763,645	1,858,467	1,849,044	(9,423)
<b>Total Liabilities &amp; Net Assets</b>	<b>3,279,218</b>	<b>3,254,740</b>	<b>3,292,160</b>	<b>3,286,663</b>	<b>(5,497)</b>



**Mammoth Lakes Housing, Inc.**  
**Statement of Activities**

For the Quarter Ending Dec 31, 2021

	Q1 <u>Jul - Sep 21</u>	Q2 <u>Oct - Dec 21</u>	Q3 <u>Jan - Mar 22</u>	Q4 <u>Apr - Jun 22</u>	Total <u>FY 2022</u>	Total Budget <u>FY 2022</u>	Act \$ vs. Budget	Act as % of Budget
<b>Operations Income (non HBA)</b>								
<b>Revenue</b>								
Application Revenue	100	125	-	-	225	550	(325)	41%
Broker Commissions	-	11,750						
Contributions	7,975	3,990	-	-	11,965	1,000	10,965	1197%
Contributions- In Kind	-	-	-	-	-	-		
County Contract Income	-	-	-	-	-	-	-	0%
Contract Income - Other	-	-	-	-	-	15,900		
Developer Fee	-	-	-	-	-	-	-	0%
Emergency Rent Assistance	54,822	-	-	-	54,822	-		
Grants - Administration	26,531	12,061	-	-	38,592	49,500	(10,908)	78%
HBA Loan Payoff Pass Through	-	-	-	-	-	-	-	0%
Misc. Revenue	-	750	-	-	750	-	750	0%
Town-Contract Services	84,000	84,000	-	-	168,000	346,500	(178,500)	48%
Refunds/Reimbursements	9	235	-	-	244	-	244	0%
Property Mgmt Income	6,898	6,898	-	-	13,795	27,591	(13,796)	50%
Stipend	-	-	-	-	-	-	-	0%
<b>Total Revenue</b>	<b>180,335</b>	<b>119,808</b>	<b>-</b>	<b>-</b>	<b>288,393</b>	<b>441,041</b>	<b>(152,648)</b>	<b>65%</b>
<b>Expenses</b>								
Bank Service Charges	(33)	-	-	-	(33)	-	(33)	0%
Board Development	-	(1,500)	-	-	(1,500)	5,000	(6,500)	-30%
Deed Restriction Retention	(250)	11,542	-	-	11,292	28,000	(16,708)	40%
Deed Restriction-Property Selling Expenses	-	-	-	-	-	-	-	0%
Dues and Subscriptions	575	1,738	-	-	2,313	4,400	(2,087)	53%
Emergency Rent Relief	24,450	8,862	-	-	33,312	-	33,312	0%
HBA Loan Repayment Pass Thru	-	-	-	-	-	-		
HOA Fees	756	1,135	-	-	1,891	4,538	(2,647)	42%
Insurance	2,589	2,603	-	-	5,192	11,146	(5,954)	47%
Interest Expense	996	963	-	-	1,958	3,980	(2,022)	49%
Licenses and Permits	300	-	-	-	300	600	(300)	50%
Marketing	1,102	725	-	-	1,827	4,500	(2,673)	41%
Meeting Expenses	-	-	-	-	-	1,800		
Office Supplies & Equipment	3,616	1,372	-	-	4,988	10,200	(5,212)	49%
Payroll Expense	69,628	87,016	-	-	156,644	328,009	(171,365)	48%
Printing and Reproduction	381	-	-	-	381	1,000	(619)	38%
Professional Fees	10,650	11,019	-	-	21,669	74,600	(52,931)	29%
Project Costs: 238 CIP	-	-	-	-	-	-	-	0%
Property Taxes	-	386	-	-	386	545	(159)	71%
Publication	-	-	-	-	-	-	-	0%
Repairs	81	725	-	-	806	500	306	161%
Travel & Training	703	445	-	-	1,149	10,550	(9,401)	11%
Utilities	1,463	1,327	-	-	2,790	7,552	(4,762)	37%
<b>Total Expenses</b>	<b>117,009</b>	<b>128,358</b>	<b>-</b>	<b>-</b>	<b>245,367</b>	<b>496,920</b>	<b>(251,553)</b>	<b>49%</b>

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

**Mammoth Lakes Housing, Inc.**

**Statement of Activities**

For the Quarter Ending Dec 31, 2021

	Q1 <u>Jul - Sep 21</u>	Q2 <u>Oct - Dec 21</u>	Q3 <u>Jan - Mar 22</u>	Q4 <u>Apr - Jun 22</u>	Total <u>FY 2022</u>	Total Budget <u>FY 2022</u>	Act \$ vs. Budget	Act as % of Budget
<b>Net Operations Income</b>	<b>63,326</b>	<b>(8,550)</b>	<b>-</b>	<b>-</b>	<b>43,026</b>	<b>(55,879)</b>	<b>98,905</b>	
Other Income								
CallHome Restricted Interest	309	306	-	-	614	<b>1,790</b>	(1,175)	34%
Rental Income					-			
238 Sierra Manor Rd	39,518	14,101	-	-	53,619	<b>58,200</b>	(4,581)	92%
Meridian Court	3,600	3,600	-	-	7,200	<b>14,400</b>	(7,200)	50%
Star Apartmnets	11,090	10,790	-	-	21,880	<b>48,360</b>	(26,480)	45%
Total Rental Income	54,208	28,491	-	-	82,699	120,960	(38,261)	68%
Total Other Revenue	54,517	28,796	-	-	83,313	<b>122,750</b>	(39,436)	68%
Other Expenses								
Depreciation	1,722	1,722	-	-	3,444	<b>6,621</b>	(3,177)	52%
Rental Expenses								
238 Sierra Manor Rd								
Rental Expenses	8,951	9,800	-	-	18,751	86,192	(67,441)	22%
LT Reserve	-	-	-	-	-	70,000		
238 Mgmt Fee	3,834	3,834	-	-	7,668	15,336	(7,668)	50%
Total 238 Sierra Manor Rd	12,785	13,634	-	-	26,419	171,528	(145,109)	15%
Meridian Court	785	8,630	-	-	9,415	<b>23,864</b>	<b>(14,449)</b>	39%
Star Apartments								
Rental Expenses	4,666	2,617	-	-	7,283	6,944	339	105%
LT Maint. Reserve	-	-	-	-	-	7,506		
STAR Asset Mgmt Fee	1,814	1,814	-	-	3,627	5,000	(1,373)	73%
STAR Mgmt Fee	1,250	1,250	-	-	2,500	7,254	(4,754)	34%
Total Star Apartments	7,729	5,681	-	-	13,410	26,704	(13,294)	50%
Total Rental Expenses	21,299	27,945	-	-	49,244	222,095	(234,667)	22%
Total Other Expenses	23,021	29,667	-	-	52,688	<b>228,716</b>	<b>(3,177)</b>	52%
Total Other Income	31,496	(871)	-	-	30,626	<b>(105,966)</b>	136,592	
Increase/(Decrease) in Net Assets	94,823	(9,421)	-	-	73,652	<b>(161,845)</b>	235,497	
Net Assets at Beginning of Period	1,763,644	1,858,467	-	-				
Net Assets at End of Period	1,858,467	1,849,046	-	-				

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

**Mammoth Lakes Housing, Inc.**  
**FY 2022 Forecast**

	Q1 - Actual Jul - Sep 21	Q2 - FCST Oct - Dec 21	Q3 - FCST Jan - Mar 22	Q4 - FCST Apr - Jun 22	Total Forecast FY 2022	Total Budget FY 2022	Act \$ vs. Budget	Act as % of Budget
<b>Operations Income (non HBA)</b>								
<b>Revenue</b>								
Valuation Adjustment of Meridian C	-	-	-	-	-	-	-	0%
Other Unit Sales Activity	-	-	-	-	-	-	-	0%
Cost of Sale	-	-	-	-	-	-	-	0%
Net Unit Sales Activity	-	-	-	-	-	-	-	0%
Interest Income	-	-	-	-	-	-	-	0%
Application Revenue	100	125	-	-	225	550	(325)	41%
Broker Commissions	-	11,750	-	-	11,750	-	11,750	0%
Contributions	7,975	3,990	2,625	2,625	17,215	1,000	16,215	1722%
Contributions- In Kind	-	-	-	-	-	-	-	-
County Contract Income	-	-	-	-	-	-	-	0%
Contract Income - Other	-	-	-	-	-	15,900	(15,900)	0%
Developer Fee	-	-	-	-	-	-	-	0%
Emergency Rent Assistance	54,822	-	-	-	54,822	-	-	-
Grants - Administration	26,531	12,061	15,000	7,854	61,446	49,500	11,946	124%
Rental Revenue	-	-	-	-	-	-	-	0%
HBA Loan Payoff Pass Through	-	-	-	-	-	-	-	-
Misc. Revenue	-	750	-	-	750	-	750	0%
Town-Contract Services	84,000	84,000	84,000	84,000	336,000	346,500	(10,500)	97%
Refunds/Reimbursements	9	235	-	-	244	-	244	0%
Property Mgmt Income	6,898	6,898	6,898	6,898	27,591	27,591	-	100%
Stipend	-	-	-	-	-	-	-	0%
<b>Total Revenue</b>	<b>180,335</b>	<b>119,808</b>	<b>108,523</b>	<b>101,377</b>	<b>510,043</b>	<b>441,041</b>	<b>69,002</b>	<b>116%</b>
<b>Expenses</b>								
Bank Service Charges	(33)	-	-	-	(33)	-	(33)	0%
Board Development	-	(1,500)	2,500	2,500	3,500	5,000	(1,500)	70%
Contract Labor	-	-	-	-	-	-	-	0%
Deed Restriction Retention	(250)	11,542	-	-	11,292	28,000	(16,708)	40%
Deed Restriction-Property Selling Expenses	-	-	10,000	-	10,000	-	10,000	0%
Dues and Subscriptions	575	1,738	-	-	2,313	4,400	(2,087)	53%
Emergency Rent Relief	24,450	8,862	-	-	33,312	-	-	-
HBA Loan Repayment Pass Through	-	-	-	-	-	-	-	-
HOA Fees	756	1,135	1,135	1,135	4,161	4,538	(377)	92%
Insurance	2,589	2,603	720	720	6,632	11,146	(4,514)	60%
Interest Expense	996	963	996	992	3,946	3,980	(34)	99%
Licenses and Permits	300	-	-	-	300	600	(300)	50%
Marketing	1,102	725	1,000	1,700	4,527	4,500	27	101%
Meeting Expenses	-	-	500	500	1,000	1,800	(800)	56%
Office Supplies & Misc.	3,616	1,372	3,000	1,584	9,572	10,200	(628)	94%
Payroll Expense	69,628	87,016	89,000	89,000	334,644	328,009	6,635	102%
Printing and Reproduction	381	-	500	100	981	1,000	(19)	98%
Professional Fees	10,650	11,019	24,000	24,000	69,669	74,600	(4,931)	93%
Project Costs	-	-	-	-	-	-	-	0%
Property Taxes	-	386	-	-	386	545	(159)	71%
Publication	-	-	-	-	-	-	-	0%
Repairs	81	725	-	-	806	500	306	161%
Travel & Training	703	445	4,500	4,500	10,149	10,550	(401)	96%
Utilities	1,463	1,327	2,089	2,000	6,879	7,552	(673)	91%
<b>Total Expenses</b>	<b>117,009</b>	<b>128,358</b>	<b>139,940</b>	<b>128,731</b>	<b>514,038</b>	<b>496,920</b>	<b>17,118</b>	<b>103%</b>
<b>Net Operations Income</b>	<b>63,326</b>	<b>(8,550)</b>	<b>(31,417)</b>	<b>(27,354)</b>	<b>(3,995)</b>	<b>(55,879)</b>	<b>51,884</b>	
<b>Other Income</b>								
HBA Grants	-	-	-	-	-	-	-	0%
CallHome Restricted Interest	309	306	300	300	1,214	-	1,214	0%
Rental Income								
238 Sierra Manor Rd	39,518	14,101	1,950	13,950	69,519	-	69,519	0%
Meridian Court	3,600	3,600	3,600	3,600	14,400	-	14,400	0%
Star Apartments	11,090	10,790	12,090	12,090	46,060	-	46,060	0%
<b>Total Rental Income</b>	<b>54,208</b>	<b>28,491</b>	<b>17,640</b>	<b>29,640</b>	<b>129,979</b>	<b>-</b>	<b>129,979</b>	<b>0%</b>
<b>Total Other Revenue</b>	<b>54,517</b>	<b>28,796</b>	<b>17,940</b>	<b>29,940</b>	<b>131,193</b>	<b>-</b>	<b>131,193</b>	<b>0%</b>
<b>Other Expenses</b>								
Depreciation	1,722	1,722	1,722	1,722	6,888	6,621	267	104%
Risk Reserve - MLH	-	-	-	-	-	-	-	0%
Rental Expenses								
238 Sierra Manor Rd								
Rental Expenses	8,951	9,800	-	-	18,751	-	18,751	0%
LT Reserve	-	-	-	-	-	-	-	0%
238 Mgmt Fee	3,834	3,834	3,834	3,834	15,336	-	15,336	0%
<b>Total 238 Sierra Manor Rd</b>	<b>12,785</b>	<b>13,634</b>	<b>3,834</b>	<b>3,834</b>	<b>34,087</b>	<b>-</b>	<b>34,087</b>	<b>0%</b>
Meridian Court	785	8,630	960	960	11,335	-	11,335	0%
Star Apartments								
Rental Expenses	4,666	2,617	-	-	7,283	-	7,283	0%
LT Maint. Reserve	-	-	-	-	-	-	-	0%
STAR Asset Mgmt Fee	1,814	1,814	1,814	1,814	7,255	-	7,255	0%
STAR Mgmt Fee	1,250	1,250	1,250	1,250	5,000	-	5,000	0%
<b>Total Star Apartments</b>	<b>7,729</b>	<b>5,681</b>	<b>3,064</b>	<b>3,064</b>	<b>19,538</b>	<b>-</b>	<b>19,538</b>	<b>0%</b>
<b>Total Rental Expenses</b>	<b>21,299</b>	<b>27,945</b>	<b>7,858</b>	<b>7,858</b>	<b>64,960</b>	<b>-</b>	<b>64,960</b>	<b>0%</b>
<b>Total Other Expenses</b>	<b>23,021</b>	<b>29,667</b>	<b>9,580</b>	<b>9,580</b>	<b>71,848</b>	<b>6,621</b>	<b>267</b>	<b>104%</b>
<b>Total Other Income</b>	<b>31,496</b>	<b>(871)</b>	<b>8,360</b>	<b>20,360</b>	<b>59,346</b>	<b>(6,621)</b>	<b>65,967</b>	
<b>Increase/(Decrease) in Net Assets</b>	<b>94,823</b>	<b>(9,421)</b>	<b>(23,057)</b>	<b>(6,994)</b>	<b>55,351</b>	<b>(62,500)</b>	<b>117,851</b>	
Net Assets at Beginning of Period	1,763,644	1,858,467	1,849,046	1,825,989				
Net Assets at End of Period	1,858,467	1,849,046	1,825,989	1,818,995				

**Mammoth Lakes Housing, Inc.**

**Statement of Cash flow**

For the Quarter Ending Dec 31, 2021

	<u>December 31, 2021</u>	
<b>Increase/(Decrease) in Net Assets</b>	<b>\$</b>	<b>(9,421)</b>
<b><u>Non Cash Operating Transactions</u></b>		
Depreciation	\$ 1,722	
A/R	\$ 17,755	
Prepaid Insurance	\$ (8,836)	
Due from/to SHA for Town Bridge Programs	\$ (30,759)	
Rent Deposits	\$ -	
Payroll Taxes & Retirement Liabilities	\$ 7,634	
Deferred Emergency Rent Assistance	\$ -	\$ (12,484)
<b>Cash flow from Operations</b>	<b>\$</b>	<b>(21,905)</b>
<b><u>Cash Flow from Investment Activities</u></b>		
HBA CalHome	\$ 429	
238 SMR - CIP	\$ (4,000)	
Reserve for 238 SMR	\$ -	\$ (3,571)
<b><u>Cash Flow from Financing Activities</u></b>		
Alper Enterprises L.P.	\$ (8,610)	
OVCB #4 Loan	\$ (2,179)	
	\$ -	\$ (10,789)
<b>Net change in Cash</b>	<b>\$</b>	<b>(36,265)</b>
<b>Cash at Sept 30, 2021</b>	<b>\$</b>	<b>756,451</b>
<b>Cash at Dec 31, 2021</b>	<b>\$</b>	<b>720,186</b>



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

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## **STAFF REPORT**

Subject: Regional Continuum of Care Status Update Related to Closure of IMACA's Housing Programs and Possible Program Transitions

Presented by: Patricia Robertson, Executive Director

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## **BACKGROUND**

IMACA has historically provided a variety of housing and homelessness programs in the region. Part of this has been to provide the administration of the regional Continuum of Care.

A Continuum of Care is a federally recognized advisory body which is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

The Eastern Sierra Continuum of Care website is here: <https://www.easternsierracoc.org/>

Our Continuum of Care includes stakeholders from social services in Inyo, Mono, and Alpine counties, regional hospitals, nonprofits, community members, and others.

## **ANALYSIS**

IMACA is facing severe financial hardships and plans to close its Housing and Homelessness Department, which has historically employed 5-7 staff. Both the Town of Mammoth Lakes and Mono County granted \$100,000 each to IMACA to help sustain the organization in the short-term.

Housing and Homelessness programs that IMACA plans to transition out of may include:

1. COC administration and HMIS / Coordinated Entry lead
2. Emergency Shelter (hotel contracts and vouchers)

3. Street Outreach
4. Homelessness Prevention
5. Rapid Rehousing
6. Transitional Housing
  - a. Birch Creek condo, June Lake
  - b. Unit #1, Bishop
  - c. Unit #2, Bishop
7. Project Roomkey (COVID response)
8. Safe Parking
9. Navigation Center
10. Emergency and Mainstream Housing Vouchers
11. Trailer Rent Subsidy Program
12. Affordable Housing Projects
  - a. Valley Apartments
  - b. Glass Mountain Apartments

The total of currently awarded funds equal \$2.365 million.  
The actual balances are unknown at this time.

#### **MLH RESPONSE**

MLH has been participating in many emergency response meetings to identify clients in the most need, plan for program transitions, and more.

MLH is in the process of entering a purchase agreement for Valley Apartments to preserve affordable housing in the region.

MLH is in the process of entering a purchase agreement for Birch Creek condo #5 in June Lake, to preserve transitional housing in the region.

#### **RECCOMENDATION**

The Board should discuss the foreseeable gap in services that our communities face and what potential role MLH can play moving forward.

#### **ATTACHMENTS**

1. List of current IMACA housing programs

# IMACA HOUSING, HOMELESS, AND CONTINUUM OF CARE PROJECTS

February 2022

Continuum of Care Responsibilities - Link to Code of Federal Regulations [CFR 578.7](#)

CoC planning (including determination of local needs and funding priorities used to rank local project applications).

Operating the CoC (including coordinating the implementation of a housing and service system for those experiencing homelessness within its geographic area). Also includes preparation of Written Standards, Policies and Procedures, Strategic Plan, and other [ES CoC Documents](#).

Designating, operating, and/or ensuring projects are participating in a Homeless Management Information System (HMIS).

Submitting Longitudinal Systems Analysis (LSA), System Performance Measures (SPM), and Annual Performance Reports (APRs) to the U.S. Department of Housing and Urban Development (HUD) as required.

Coordinating the bi-annual Point-in-Time Count and annual Housing Inventory Count and submitting results to HUD.

Establishing and operating a Coordinated Entry System in consultation with ESG recipients.

Designing, operating, and following a collaborative process for the development of applications and approving the submission of applications in response to a NOFA published by HUD, including the annual HUD CoC Competition.

Consulting with State and local government Emergency Solutions Grants program recipients within the Continuum's geographic area on the plan for allocating Emergency Solutions Grants program funds and reporting on and evaluating the performance of Emergency Solutions Grants program recipients and subrecipients.

Coordinating other funding streams and resources—federal, local, or private—including targeted homeless programs and other mainstream resources available to any eligible person or family.

Maintaining and updating the CoC website <https://www.easternsierracoc.org/> .

## **IMACA HOUSING, HOMELESS, AND CONTINUUM OF CARE PROJECTS**

**February 2022**

### IMACA Existing and Proposed Projects Serving People Experiencing Homelessness

Emergency Shelter (ES) (hotel/motel vouchers) - These activities are designed to increase the quantity and quality of temporary shelters provided to people experiencing homelessness (PEH) and include essential services. Sources of Funding: Homeless Housing, Assistance and Prevention (HHAP) Programs; Emergency Solutions Grants (ESG) Program; and Emergency Solutions Grants-Coronavirus (ESG-CV) Program.

Street Outreach (SO) - These activities are designed to meet the immediate needs of unsheltered PEH by connecting them with emergency shelter, housing, and/or critical health services. Funding sources include (HHAP) and (ESG-CV) Programs.

Homelessness Prevention (HP) - These activities are designed to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for human through housing relocation and stabilization services and short- and/or medium-term rental assistance. Funding includes ESG and HHAP HP grants reallocated to the California Rent Relief Program.

Rapid Rehousing - These activities are designed to move PEH quickly to permanent housing through housing relocation and stabilization services and short- and/or medium-term rental assistance. Funding sources are the HHAP, ESG, ESG-CV, and California Emergency Solutions and Housing (CESH) Programs.

HMIS - These activities are designed to fund ESG recipients' and subrecipients' participation in the HMIS collection and analyses of data on individuals and families who are experiencing or at-risk of homelessness. Funding sources include HHAP, ESG-CV, ESG, and CESH Programs.

Transitional Housing (Birch Creek Condominium, 131 E. South Street, 141 E. South Street) – This is supportive and temporary (up to two years) housing to bridge the gap from homelessness to permanent housing by offering structure, supervision, support (for addictions and mental health, for instance), life skills, education, and training. Funding sources are the Homeless Emergency Aid Program (HEAP) for purchase of the property and CESH for operating reserves.

Project Roomkey -- IMACA operates Project Roomkey in Inyo and Mono Counties to provide non-congregate shelter options for PEH who are recovering from COVID-19 or have been exposed to COVID-19 a place to recuperate and properly quarantine outside of a hospital. Project Roomkey also provides a safe place for isolation of people who are experiencing homelessness and at substantial risk for medical complications should they to become infected. Project Roomkey units are intended to be temporary, emergency shelter options, while also serving as a pathway to permanent housing. Funding sources are the HHAP and ESG Programs.



## **IMACA HOUSING, HOMELESS, AND CONTINUUM OF CARE PROJECTS**

**February 2022**

Safe Parking – IMACA is searching for a site to establish and operate a Safe Parking Project patterned after the program operated successfully by New Beginnings Counseling Center in Santa Barbara since 2003. The project proposal is to permit approximately fifteen PEH in vehicles to stay overnight in a parking. The vehicle occupants would have use of the restrooms and other facilities. This program would be a resource for Eastern Sierra Continuum CoC service providers and assist individuals and families experiencing or at imminent risk of homelessness with supportive services and permanent, transitional, or other types of housing. Sources of funding include the HHAP and ESG Programs.

Navigation Center (137 E. South Street) -- This is a proposed housing first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. The navigation center will be open continuously and staffed by case managers and community service providers. Sources of funding are the HHAP and ESG Programs.

Emergency and Mainstream Housing Vouchers – IMACA entered into an MOU with the Stanislaus Regional Housing Authority (SRHA) for Mainstream Vouchers to serve households that include non-elderly person(s) with disabilities. In addition, the agency partnered with Wild-Iris Family Counseling and Crisis Center and SRHA to provide assistance for Emergency Housing Vouchers (EHVs), which are specifically designed for households who are homeless, at risk of homelessness, fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. The sources of funding are the HHAP, ESG-CV, ESG, and CESH Programs.

Trailer Rent Subsidy Program -- IMACA owns five trailers for placement in Mono County and is obtaining ownership of twenty trailers for Inyo County. The agency will work with local mobile home park owners for the installation of the Trailers at the Owner's park to be utilized by households or individuals participating in IMACA's social service program. The park must permit each trailer to be securely anchored by a tie-down device to ground anchors to resist overturning and sliding. Sources of funding include HHAP, CESH, and ESG.

Inyo County Peer-to-Peer Support and Coordinated Entry -- The goals of this collaborative project between Inyo County and IMACA were to: 1) increase the engagement of mentally ill clients; and 2) coordinate comprehensive supportive services to people experiencing homelessness (PEH) through the Continuum of Care's (Coc's) Coordinated Entry System. IMACA employed a Coordinated Entry System (CES)

## **IMACA HOUSING, HOMELESS, AND CONTINUUM OF CARE PROJECTS**

**February 2022**

Outreach Specialist with lived experience to work part-time from the Inyo County Wellness Center in Bishop. The Specialist conducts outreach to people experiencing homelessness and helps coordinate appropriate services. The sole source of funding for this project is the Inyo County Homeless Mentally Ill Outreach and Treatment (HMIOT) Program.

Note: All funding sources for these projects are allocated and approved by the CoC with the exception of the California Rent Relief and HMIOT Programs.

### Affordable Housing Development

Staff support and local coordination to prepare construction financing applications for the Silver Peaks affordable housing project in Bishop. Silver Peaks is a 72-unit multifamily housing development proposed at the southwest corner of Maclver and Spruce Streets in Bishop. There is no identified source of funding for the staff support.

### IMACA Grant Contracts

Homeless, Housing Assistance, and Prevention (HHAP) Program -- 20-HHAP-00027 (Jul. 2020- Jun. 2025) Total Award: \$733,546.

Activities: Rental Assistance/RRH, Landlord Incentives, Outreach & Coordination, Navigation Ctr/ES, & Admin.

21-HHAP-00058 (8/24/2021- 6/30/2026) Total Award: \$356,764.

Activities: Rental Assistance/RRH, Outreach, System Support, Rental Subsidies, Navigation Center/ES, Strategic Planning/HMIS & Admin.

HHAP-3. Initial Disbursement: \$154,807.79. Alpine, Inyo, Mono Counties CoC will receive its remainder disbursement in the amount of \$464,423.38 after approval of the HHAP-3 application and full execution of the Remainder Disbursement Contract for Funds. Activities have not yet been identified.

California Emergency Solutions and Housing Program -- CESH 2018 (Jul. 2019-Jul. 2024) Total Award: \$410,437. Activities: Rental Assistance, Operating Subsidies, Flex Housing Subsidy, Operating Support, System Support (HMIS), Plan Development and Admin.

CESSH 2019 (Apr. 2020-Apr. 2025) Total Award: \$245,394 Activities: Rental Assistance, Operating Subsidies, Flex Housing Subsidy, Operating Support, System Support (HMIS), Plan Development and Admin.

## **IMACA HOUSING, HOMELESS, AND CONTINUUM OF CARE PROJECTS**

**February 2022**

Emergency Solutions Grants Program (ESG) RRH 20-ESG-15600 (Ends 07/07/2022)  
Total Award: \$58,052. Activities: Rental Assistance, HMIS, Indirect Costs.

20-ESG-15582 (Ends 07/07/2022) Total Award: \$125,000. Activities: Emergency Shelter, HMIS, and Indirect Costs.

Emergency Solutions Grants – Coronavirus. 20-ESGCV1-00007 (12/24/20-7/30/22)  
Total Award: \$2,084,700. Activities: Emergency Shelter, Street Outreach, RRH, HMIS, Indirect, and Admin.

California Rent Relief Program - LISC-Local Initiatives Support, PA# 52530-0001 (ends-3/31/22) Total Award: \$ 84,073. Activities: Promotion, Outreach, and Technical Assistance (staff, organization, and admin.)

2019, 2020, and 2021 HUD CoC Competition. Approximate Award Total: \$10,000 -- Planning Grants for peer-to-peer support and advising CoC on homeless issues.

Total Amount of Grant Contracts: \$4,727,197.17



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for a viable economy and  
sustainable community.*

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**STAFF REPORT**

Subject: Annual Report Placeholder

Presented by: Patricia Robertson, Executive Director

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## **STAFF REPORT**

Subject: Consider adoption of Resolution 2022-06 Authorizing Acquisition of Property (913 Forest Trail, Mammoth Lakes, CA)

Presented by: Patricia Robertson, Executive Director

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## **BACKGROUND**

MLH has been pursuing the acquisition of property to expand opportunities for affordable housing in the region.

## **TERMS**

1. The purchase price shall be \$3,500,000
2. The deposit shall be \$60,000
3. The financing contingency shall extend through March 31, 2022
4. The due diligence period shall extend for 60 days after the execution of the Purchase Agreement
5. Close of escrow shall occur on or before May 31, 2022
6. The number of affordable apartments that this property may provide is approximately 15 studio units.

## **RECOMMENDATION**

The Board should consider adoption of Resolution 2022-06 Authorizing the acquisition of 913 Forest Trail, Mammoth Lakes for the expansion of affordable housing.

## **ATTACHMENTS**

1. Resolution 2022-06 Authorizing Acquisition of Property (913 Forest Trail, Mammoth Lakes, CA)

**2022-06**

**MAMMOTH LAKES HOUSING, INC.**  
**AUTHORIZING RESOLUTION**  
**RE: ACQUISITION OF PROPERTY (913 FOREST TRAIL)**

At a duly constituted meeting of the Board of Directors (the "Board") of Mammoth Lakes Housing, Inc., a California nonprofit public benefit corporation ("MLH") held on March 7th 2022, the following resolutions were adopted:

WHEREAS, MLH desires to form a limited liability company with MLH as the sole member and manager (the "LLC").

WHEREAS, MLH desires to form the LLC and desires to enter into any and all documents, including but not limited to, articles of organization, an operating agreement, an SS-4 form, and any other documents necessary to form and operate the LLC (the "LLC Formation Documents").

WHEREAS, in order to assist the capitalization of the LLC, MLH desires to execute a demand note in an amount MLH deems sufficient for the LLC to operate as a viable business but at a minimum in an amount equal to no less than twice the amount of any insurance deductible applicable to any insurance policy benefitting the LLC (the "Demand Note"), and/or make a capital contribution in an amount equal to no less than twice the amount of any insurance deductible applicable to any insurance policy benefitting the LLC (the "Capital Contribution"), or any combination thereof that assists in the capitalization of the LLC.

WHEREAS, MLH desires to acquire property from Albrecht Trust 07-15-93, located at 913 Forest Trail in Mammoth Lakes ("Property"), an existing seventeen (17) unit hotel.

WHEREAS, the acquisition of the Property is consistent with MLH's charitable mission and would further its goals to provide decent housing that is affordable to low-income and moderate-income persons.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of MLH hereby authorize the formation of the LLC and authorizes MLH to enter into the LLC Formation Documents.

BE IT FURTHER RESOLVED, that the Board of Directors of MLH authorizes MLH to execute the Demand Note and/or make the Capital Contribution, or any combination thereof.

BE IT FURTHER RESOLVED, that the Board of Directors of MLH authorize and direct the Executive Director of MLH to take all necessary actions, and execute any and all necessary documents on behalf of MLH and the LLC, including, but not limited to, all the documents listed and/or contemplated by this Resolution.

BE IT FURTHER RESOLVED, that the Board of Directors of MLH hereby authorizes MLH or an affiliate of MLH to acquire the Property from Albrecht Trust 07-15-93 for the Property's fair market value, not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000).

BE IT FURTHER RESOLVED, that the Board of Directors of MLH authorizes the allocation of funds to purchase the Property and to pay such additional closing costs as may be necessary to acquire the Property.

BE IT FURTHER RESOLVED, that the Board of Directors of MLH authorizes the Executive Director of MLH or the Executive Director's designee, to execute a purchase and sale agreement that is substantially consistent with the terms presented above and authorizes the Executive Director to execute all other documents necessary to effectuate the purchase of the Property and the operation of the Property as affordable housing.

BE IT FURTHER RESOLVED, that to the extent that any actions authorized by this resolution have already been performed, such actions are ratified and approved.

SECRETARY'S CERTIFICATE

I, the undersigned, hereby certify that the foregoing is a true copy of the Resolution resolved by the Board of Directors of the above mentioned corporation at a meeting of said Board of Directors held on the aforementioned date, and that said Resolution is in full force and effect.

**APPROVED AND ADOPTED THIS 7<sup>th</sup> day of March 2022.**

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Kirk Stapp, President

ATTEST:

\_\_\_\_\_  
Patricia Robertson, Secretary





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sustainable community.*

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## **STAFF REPORT**

Subject: Consider adoption of Resolution 2022-07 Authorizing Acquisition of Property (40 Willow Avenue, #5, June Lake, CA)

Presented by: Patricia Robertson, Executive Director

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## **BACKGROUND**

This item is in response to the financial turmoil faced by IMACA. Mono County made a \$100,000 grant to IMACA to help maintain services through potential program transitions, conditioned on the transfer of the Birch Creek condo.

IMACA acquired the Birch Creek condo from Mono County in 2019 utilizing homelessness grant funding through the COC to use as transitional housing.

In order to maintain this home as a transitional housing unit in the region, it is recommended that MLH acquire the condo and operate it in accordance with the Regulatory Agreement (attached).

## **TERMS**

1. The purchase price shall be \$10
2. The Regulatory Agreement requires that the property be restricted for transitional housing for 55 years from 2019
3. The due diligence period shall extend for 30 days after the execution of the Purchase Agreement
4. Close of escrow shall occur within 60 days after the execution of the Purchase Agreement
5. The number of affordable apartments that this property may provide is 1 transitional housing unit
6. MLH will no longer be able to perform under the Monitoring Contract executed in December 2020, for this property

## **RECOMMENDATION**

The Board should consider adoption of Resolution 2022-07 Authorizing the acquisition of 40 Willow Ave, #5, June Lake to preserve transitional housing in the region.

**ATTACHMENTS**

1. Mono County Resolution, 22-19
2. Birch Creek Condo Regulatory Agreement
3. Resolution 2022-07 Authorizing Acquisition of Property (913 Forest Trail, Mammoth Lakes, CA)



**R22-19**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING A GRANT TO ASSIST INYO MONO ADVOCATES FOR  
COMMUNITY ACTION (IMACA) TO MANAGE AND ADMINISTER COMMUNITY  
BENEFIT PROGRAMS TO RESIDENTS OF MONO COUNTY, SUBJECT TO  
IMACA'S AGREEMENT TO TAKE CERTAIN ACTIONS TO PRESERVE THE  
LONG-TERM USE OF REAL PROPERTY LOCATED AT WILLOW AVENUE IN  
JUNE LAKE, CALIFORNIA, FOR TRANSITIONAL AND AFFORDABLE HOUSING;  
AND TAKING AND AUTHORIZING OTHER ACTIONS RELATING THERETO**

**WHEREAS**, the Board of Supervisors has supported community-first programs to protect the health, welfare, and safety of residents by providing for basic needs such as food and shelter; and

**WHEREAS**, Inyo Mono Advocates for Community Action ("IMACA") has provided community support services in Mono County, including but not limited to transitional housing and other continuum of care-related services, food distribution, in-home childcare, and pre-school programs; and

**WHEREAS**, IMACA has informed the County of Mono and other agencies that IMACA is experiencing a financial crisis that may result in the discontinuation of vital community support services within the next 30 days, impacting the health, welfare, and safety of residents; and

**WHEREAS**, IMACA has an immediate need for funding to meet administrative and program expenses to avoid or postpone the discontinuation of supported programs; and

**WHEREAS**, in November 2019, the County of Mono sold a condominium unit in June Lake (the "June Lake Condo") to IMACA subject to a regulatory agreement (the "Regulatory Agreement") requiring the property to be used for transitional or other affordable housing purposes for a minimum of 55 years; and

**WHEREAS**, under Sections 1.2(k)(2) and (r)(2) and Article 7 of the Regulatory Agreement, the present financial crisis gives rise to certain remedies on the part of the County of Mono to preserve the long-term use of the June Lake Condo for transitional and affordable housing; and

1  
2       **WHEREAS**, to preserve the long-term use of the June Lake Condo for transitional and  
3 affordable housing without the necessity to invoke other remedies in the Regulatory Agreement,  
4 the Board of Supervisors desires for IMACA to negotiate the sale of the June Lake Condo at a  
5 nominal cost not to exceed Ten Dollars (\$10) to Mammoth Lakes Housing, Inc. (“MLH”) or  
6 another suitable nonprofit entity, and both IMACA and MLH have expressed willingness to  
7 engage in negotiations; and

8       **WHEREAS**, Section 5.1 of the Regulatory Agreement requires the County of Mono’s  
9 consent to any sale of the June Lake Condo by IMACA, Section 5.2 requires the County’s  
10 determination that the dwelling unit is in a saleable condition before it may be sold, Section 5.3  
11 confers a right of first refusal on the County in the event IMACA determines to sell the  
12 dwelling unit, and Section 5.5 entitles the County to recover an “Equity Share” upon subsequent  
13 transfer of the dwelling unit.

14       **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF  
15 MONO RESOLVES that:**

16       **SECTION ONE:** A grant in the amount of One Hundred Thousand Dollars (\$100,000)  
17 is authorized to be made to IMACA to assist with managing and administration of community  
18 support services, subject to the terms and conditions of this Resolution, including the execution  
19 by IMACA of a grant agreement approved as to form by the County Administrative Officer or  
20 designee and the County Counsel.

21       **SECTION TWO:** The County Administrative Officer and Director of Finance are  
22 directed to amend the FY 2021-22 budget by increasing appropriations in General Fund  
23 Transfers and Contributions (budget unit 100-10-071) by \$100,000 funded with an equal  
24 increase in unanticipated excess ERAF revenues to fund community programs provided to  
25 residents of Mono County by IMACA.

26       **SECTION THREE:** The grant approved hereby shall be conditioned on IMACA’s  
27 agreement to sell the June Lake Condo to MLH or another nonprofit entity approved by the  
28 County Administrative Officer for a nominal amount not to exceed Ten Dollars (\$10.00), as  
29 described in the Recitals above.

30       **SECTION FOUR:** As a condition of the sale, the buyer shall enter into a recorded  
31 agreement to be bound by the Regulatory Agreement for 55 years. A promissory note also shall  
32 be signed by the buyer evidencing the obligation to pay the County of Mono any Equity Share  
to which the County may be entitled for a future transfer of the June Lake Condo, and a deed of  
trust shall be executed and recorded to secure performance under the promissory note and the  
agreement to be bound.

33       **SECTION FIVE:** The Board of Supervisor’s consent under Section 5.1 of the  
Regulatory Agreement, and its commitment not to exercise its right of first refusal under

1 Section 5.3 of the Regulatory Agreement, is hereby given in the event of a transfer of ownership  
2 of the June Lake Condo that is consistent with the provisions of this Resolution. The Board of  
3 Supervisors also acknowledges that the County will not be entitled to recover an Equity Share  
4 under Section 5.5 of the Regulatory Agreement in the event of a transfer of the June Lake  
5 Condo at a nominal cost.

6 **SECTION SIX:** The June Lake Condo shall be deemed to be in a saleable condition for  
7 purposes of Section 5.2 of the Regulatory Agreement if the buyer approves of the condition of  
8 the dwelling unit in writing.

9 **SECTION SEVEN:** The County Administrative Officer or designee is hereby  
10 authorized to take such further actions and to approve such further transactions or to execute  
11 such agreements as may be necessary or convenient to implement this Resolution; provided,  
12 however, that any action, transaction, or agreement shall require the approval of the Board of  
13 Supervisors if it conflicts with the actions, transactions, or agreements authorized or  
14 contemplated by this Resolution. Any agreement executed pursuant to this Section shall require  
15 the approval of the County Counsel as to form.

16 **SECTION EIGHT:** This Resolution is a direction to County staff and is not intended  
17 to constitute a contract or other obligation in favor of IMACA or any other entity. The Board of  
18 Supervisors reserves the right to amend or repeal this Resolution from time to time in its sole  
19 and absolute discretion.

20 **SECTION NINE:** In adopting this Resolution, the Board of Supervisors finds that the  
21 financial support of IMACA benefits the community; serves a public purpose; and advances  
22 public health, welfare, and safety in Mono County.


23 **PASSED, APPROVED and ADOPTED** this 22<sup>nd</sup> day of February, 2022, by the  
24 following vote, to wit:

25 **AYES:** Supervisors Corless, Duggan, Gardner, Peters.

26 **NOES:** Supervisor Kreitz.

27 **ABSENT:** None.


28 **ABSTAIN:** None.

29   
30 Bob Gardner (Feb 23, 2022 15:57 PST)


31 Bob Gardner, Chair  
32 Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

33   
34 Queenie Barnard (Feb 23, 2022 10:07 PST)

35 Clerk of the Board

36   
37 Stacey Simon (Feb 23, 2022 08:51 PST)

38 County Counsel

INYO-MONO TITLE COMPANY

8387 M

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Mono County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546

No fee document pursuant to  
Government Code Sections 27383 and 27388.1

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**REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS  
WITH OPTION AND RIGHT OF FIRST REFUSAL**

**BY AND BETWEEN**

**County of Mono,  
a political subdivision of the State of California**

**and**

**Inyo Mono Advocates for Community Action, Inc.,  
a California nonprofit public benefit corporation**

**November 27, 2019**

Exempt from fee per GC 27388.1 (a) (2); recorded "in connection with" a  
transfer subject to the imposition of documentary transfer tax

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Exhibit A:	Legal Description of the Property
Exhibit B:	Insurance Requirements
Exhibit C:	Form of Resale Restriction to Income Qualified Household



REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS  
WITH OPTION AND RIGHT OF FIRST REFUSAL  
(Birch Creek Condos, 40 Willow Avenue, Unit No. 5)

This Regulatory Agreement and Declaration of Restrictive Covenants with Option and Right of First Refusal (this "Agreement") is made and entered into as of November 27, 2019, (the "Effective Date"), by and between the County of Mono, a political subdivision of the state of California (the "County"), and Inyo Mono Advocates for Community Action, Inc. ("IMACA"), a California nonprofit public benefit corporation (each a "Party" and collectively the "Parties").

RECITALS

A. Currently, there is a lack of, and a need for, Transitional Housing within the County. Transitional Housing serves an intermediate step between emergency crisis shelter housing and permanent housing, and is meant to provide a safe, supportive environment where residents can begin to address the issues that lead to homelessness or kept them homeless.

B. The Eastern Sierra Continuum of Care is a coalition of service providers in Alpine, Inyo, and Mono Counties established in 2014 to seek funding for, and to implement strategies to, assist people experiencing homelessness. IMACA is the collaborative applicant and administrative entity for the Continuum of Care, and may contract with other agencies and organizations, including the County, for services and projects which help meet the community's needs.

C. IMACA is purchasing from the County a condominium located at 40 Willow Avenue, Unit No. 5, in June Lake, more particularly described in Exhibit A (the "Property"), on behalf of the Continuum of Care to provide Transitional Housing. IMACA has identified funding sources for this purpose, including funds from the Homeless Emergency Aid Program block grant from the California Business, Consumer Services, and Housing Agency, which provides a flexible source of funding to address emergency solutions for homelessness.

D. The Property originally was acquired by the County through a housing mitigation requirement for the Highlands Specific Plan and Tentative Tract Map. Transitional Housing meets community housing needs, and is therefore an appropriate use of the Property. The County is selling the Property to IMACA for Transitional Housing pursuant to a purchase and sale agreement dated October 30, 2019 (the "PSA"). This Agreement is intended to run with the land and to bind IMACA and its successors and assigns for a minimum of fifty-five (55) years, in consideration of the fact that the Property is being sold below its market value, and to ensure that the Property continues to be used for its intended purpose of meeting local housing needs.

E. The sale of the Property is authorized pursuant to Government Code Section 26227, which allows the sale by a county to a Nonprofit for a public purpose without the requirement to comply with other provisions of the Government Code relating to disposition of county property. The sale is categorically exempt from the California Environmental Quality Act pursuant to Section 15301 of the California Environmental Quality Act Guidelines (Existing Facilities) in that (*inter alia*) the Property is an existing facility, no significant expansion of the

existing or a former use of the Property is proposed, and there is no substantial evidence in the record that any of the conditions listed in California Environmental Quality Act Guidelines Section 15300.2 exist.

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

ARTICLE 1.  
RECITALS, DEFINITIONS, AND EXHIBITS

Section 1.1 Recitals. The Parties hereby agree that each of the foregoing recitals is true and correct.

Section 1.2 Definitions. When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

(a) "Actual Household Size" shall mean the actual number of persons in the applicable household.

(b) "Adjusted Income" shall mean the total anticipated annual income of all persons in a household, as calculated in accordance with 25 California Code of Regulations Section 6914 or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of income. In the event that no such program exists, the County shall provide IMACA with a reasonably similar method of calculation of income as provided in said Section 6914.

(c) "Affordable Housing Cost" shall mean the price that a household would pay for the Property such that the anticipated monthly housing cost therefor, assuming a reasonable down payment not to exceed ten percent (10%), and inclusive of mortgage payments at prevailing interest rates and homeowners' association dues, plus a reasonable allowance for utilities, property taxes and assessments, and insurance, equals one-twelfth (1/12) the product of thirty-five percent (35%) times one hundred ten percent (110%) of Median Income adjusted for Assumed Household Size.

(d) "Agreement" is defined in the opening paragraph.

(e) "Assumed Household Size" shall mean three persons.

(f) "Board" shall mean the County's Board of Supervisors or, as applicable, any County official(s) to whom the Board may delegate any of its duties or authority under this Agreement.

(g) "County" is defined in the opening paragraph.

(h) "Deed of Trust" is defined in Section 7.2.

(i) "Effective Date" is defined in the opening paragraph.

(j) "Equity Share" shall mean the amount due and payable to the County upon any Sale, as described in Section 5.5, and shall be calculated as follows:  $(\text{Sales Price} - (\text{Purchase Price} + \text{Improvement Value})) \times ((\$190,000 - \text{Purchase Price}) / (\$190,000 + \text{Improvement Value}))$ ; provided, however, that in no case shall the Equity Share be a negative number. The Parties agree that \$190,000 was the market value of the Property as of the date of the PSA.

(k) "Event of Default" shall mean:

(1) Any unauthorized Transfer;

(2) IMACA's Insolvency;

(3) Any breach by IMACA of the representations and warranties contained in Article 6 hereof; or

(4) Any other material breach of this Agreement by IMACA unless cured within sixty (60) days of notice by the County; provided that if a cure cannot reasonably be effectuated within sixty (60) days, IMACA shall not be in default provided it commences to cure within sixty (60) days of notice and effectuates a cure as soon as practicable.

(l) "Hazardous Material" shall mean any hazardous or toxic material, including, but not limited to, any chemical or material regulated as hazardous, toxic, or the like, under any federal, state, or local law; provided that a chemical or material shall not be considered hazardous for purposes of this definition if it stored or incorporated in or on the Property, with ordinary care and in usual quantities, for building, maintenance, landscaping, transportation, or cleaning purposes, in such a manner as may be allowed by law.

(m) "IMACA" is defined in the opening paragraph.

(n) "Improvement Value" means the amount, not to exceed IMACA's actual cost for such work, by which reasonable substantial structural or permanent fixed improvements made to the Property by IMACA with prior written approval from the County increase the market value of the Property. (The County may withhold approval for improvements not reasonably necessary.) If the Parties are unable to agree upon the Improvement Value, it shall be determined by an appraisal prepared by a professional appraiser approved in advance by the County.

(o) "Income Qualified Household" is defined in Section 5.4.

(p) "Indemnitees" is defined in Section 8.12.

(q) "Individual or Family Experiencing Homelessness" shall mean:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(A) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping

accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(B) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements, including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals; or

(C) An individual who is exiting an institution where he or she resided for ninety (90) days or less, and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(A) The primary nighttime residence will be lost within fourteen (14) days of the date of application for homeless assistance;

(B) No subsequent residence has been identified; and

(C) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

(A) Are defined as homeless under any applicable provision of state or federal law, including, without limitation, Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. § 5732a), Section 637 of the Head Start Act (42 U.S.C. § 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. § 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. § 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. § 1786(b)), or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11434a);

(B) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the sixty (60) days immediately preceding the date of application for homeless assistance;

(C) Have experienced persistent instability as measured by two moves or more during the sixty (60)-day period immediately preceding the date of applying for homeless assistance; and

(D) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to

employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:

(A) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(B) Has no other residence; and

(C) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

(r) "Insolvency" shall mean the occurrence of any of the following:

(1) A court having jurisdiction shall have made or entered any decree or order, (i) adjudging IMACA to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of IMACA or seeking any arrangement for IMACA under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or of any state or other jurisdiction; (iii) appointing a receiver, trustee, liquidator, or assignee of IMACA in bankruptcy or insolvency or for any of its properties; (iv) or directing the winding up or liquidation of IMACA, if any such decree or order described in this Paragraph (1), shall have continued unstayed or undischarged for a period of ninety (90) calendar days;

(2) IMACA shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or orders of the nature described in the previous Paragraph; or

(3) IMACA shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached, or executed upon shall have been returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution;

(s) "Insolvent" shall mean being in a state of Insolvency.

(t) "Low Income Household," for purposes of this Agreement, means a household with an Adjusted Income that does not exceed sixty percent (60%) of Median Income based upon Actual Household Size.

(u) "Median Income" shall mean the median gross yearly income adjusted for Actual Household Size or Assumed Household Size, as specified herein, in the County, as published and periodically updated by the California Department of Housing and Community Development (HCD) pursuant to the California Code of Regulations, Title 25, Section 6932, or

successor provision. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide the IMACA with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HCD.

(v) "Nonprofit" means:

(1) A corporation that is neither organized nor operated for profit, but that is organized and operated for religious, hospital, scientific, or charitable purposes, that typically would qualify for a tax exemption under Section 501(c)(3) of the Internal Revenue Code;

(2) A public agency;

(3) An affiliate of a corporation described in Paragraph (1), which may include any of the following provided that such affiliate is neither organized nor operated for profit:

(A) A limited liability company whose sole or managing member is a corporation described in Paragraph (1), or an affiliate thereof;

(B) A limited partnership whose managing general partner is a corporation described in Paragraph (1), or an affiliate thereof; or

(C) A general partnership, all of whose partners are corporations described in Paragraph (1), or affiliates thereof.

(w) "Note" is defined in Section 5.5.

(x) "Party" and "Parties" are defined in the opening paragraph.

(y) "Property" is defined in Recital C.

(z) "PSA" is defined in Recital D.

(aa) "Purchase Price" shall mean the amount designated as the purchase price in Section 2 of the PSA, not including the amount designated therein as a monitoring fee.

(bb) "Rent" shall mean the total of monthly payments by a tenant for the following: use and occupancy of the Property and associated facilities, including parking; any separately charged fees or service charges assessed by IMACA other than security deposits; the cost of an adequate level of service for utilities paid by the tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not cable or telephone service; any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than IMACA, and paid by the tenant.

(cc) "Sale" shall mean a voluntary assignment, transfer, or sale of any part of the fee estate in the Property, or of an interest in the Property substantially equivalent to a fee estate. A Sale shall necessarily be a Transfer, but a Transfer may not be a Sale. Any Transfer

that merely changes the manner of holding the Property, including a Transfer in trust where IMACA or a wholly owned affiliate thereof is the beneficiary, or a Transfer to a wholly owned affiliate of IMACA, shall not constitute a Sale; provided, however, that in the case of a Transfer to a wholly owned affiliate, IMACA's subsequent loss of a controlling interest in the affiliate shall constitute a Sale. Nothing in this definition is intended to obviate the requirement that all Transfers be approved by the Board, as set forth in Section 5.1.

(dd) "Sales Price" shall mean the cash value of any consideration received by IMACA for a Sale of the Property.

(ee) "Sell" shall mean the act of causing any Sale.

(ff) "Supportive Services" shall mean services designed to facilitate independent living, including intensive case management, medical and mental health care, substance abuse treatment, employment services, and benefits advocacy.

(gg) "Term" shall mean the term of this Agreement, which shall commence on the Effective Date, and shall continue thereafter for a period of fifty-five (55) years.

(hh) "Transitional Housing" shall mean the provision of housing and Supportive Services to Individuals and Families Experiencing Homelessness on a short-term basis (typically less than twenty-four (24) months) to facilitate movement to independent living.

(ii) "Transfer" shall mean, (i) any transfer, assignment, lease, or sale of all or any part of IMACA's interest in the Property, whether voluntary or involuntary, except for the rental of the Property as allowed in Section 2.2; (ii) the recordation of a deed of trust against the Property or otherwise pledging the Property as security or collateral of any kind or nature; or (iii) the filing of any claim of lien against the Property that is not discharged within twenty (20) days unless adequate security acceptable to the County is posted to secure IMACA's interest in the Property against the claim of lien.

Section 1.3 Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Legal Description of the Property
- Exhibit B: Insurance Requirements
- Exhibit C: Form of Resale Restriction to Income Qualified Household

## ARTICLE 2. OCCUPANCY AND USE RESTRICTIONS

Section 2.1 Occupancy Requirements; Occupant Agreement; Services.

(a) Subject to occasional intermittent vacancies, IMACA will ensure that the Property is used at all times to provide Transitional Housing. Transitional Housing occupants will be Individuals and Families Experiencing Homelessness.

(b) IMACA will require each adult occupant of the Property to sign a form of agreement, which, subject to applicable law, shall contain the following terms and conditions:

(1) A statement that the occupant is a licensee and not a tenant;

(2) A statement that the Property is subject to a regulatory agreement restricting occupancy to Individuals and Families Experiencing Homelessness, and that the occupant will no longer qualify to reside in the Property once the occupant is able to transition to permanent housing; .

(3) A statement that the typical length of stay for Transitional Housing is limited to two to five months, and should not normally extend longer than two years;

(4) A statement that the agreement is month-to-month, and may be terminated by IMACA for cause, on 30-days' notice, or such other notice as may be required by law;

(5) A statement that the occupant's household is entitled to exclusive use of one or more assigned bedrooms, which IMACA may enter or inspect pursuant to applicable law, but that common areas may be shared with other residents, and may be entered by IMACA for routine maintenance, inspections, or as necessary to provide Supportive Services;

(6) A statement that the occupant will participate in Supportive Services as appropriate to his or her needs, and will comply with reasonable rules established by IMACA, including, at a minimum those described in Section 4.5 of this Agreement, as well as such limitations on occupancy by guests as IMACA in its reasonable discretion may deem appropriate to prevent nuisance, overcrowding, and residency by unauthorized individuals;

(7) The following information:

(A) The Megan's Law notice described in Civil Code Section 2079.10a;

(B) A copy of the consumer handbook developed by the California Department of Health Services describing the potential health risks from mold, as described in Health & Safety Code Section 26148; and

(C) Information about bed bugs as described in Civil Code Section 1954.603; and

(8) Every notice required by law to be given to occupants.

(c) Before using the form of agreement for the first time, and any time the form of agreement is materially amended, IMACA will provide the County with the form of agreement described in Subsection (b) for the County's review. If the County finds that the agreement does not comply with Subsection (b), it will notify IMACA in writing, and IMACA shall alter the form accordingly unless, after meeting and conferring, the County agrees that the requested change is either unnecessary or undesirable. In all cases, IMACA shall comply, and shall be



solely responsible for complying, with all applicable laws in the operation of the Property, and County's acquiescence in, or approval of, the form of agreement, shall not be deemed an approval as to the legal form or sufficiency of the agreement.

(d) IMACA will ensure that the Individuals and Families Experiencing Homelessness receive Supportive Services to assist them in finding suitable, permanent housing as soon as reasonably practicable.

Section 2.2 Temporary Rental.

(a) If, at any time, IMACA determines in its reasonable discretion and with County approval that the Property is not needed for Transitional Housing, IMACA may lease the Property on a month-to-month basis to a Low Income Household.

(b) The maximum Rent paid by the Low Income Household shall not exceed one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted for Assumed Household Size.

(c) The amount of Rent charged, and the form of the month-to-month lease, shall be approved in advance by the County, provided that the County shall have fifteen (15) days to approve or disapprove the amount of Rent and form of lease, or the same shall be deemed approved. IMACA shall include in the form of lease provisions that, (i) authorize IMACA to terminate the tenancy immediately if the tenant is found to have materially misrepresented its income, (ii) provide for annual income certification as described in Section 3.2, and (iii) provide for nonrenewal of the lease in the event the tenant household no longer qualifies as a Low Income Household upon recertification. Notwithstanding reference to annual income certification in this Subsection, it is understood that generally a short-term lease under this Section should not exceed one year.

(d) To maintain the availability of the Property for Transitional Housing, during any temporary rental pursuant to this Section, IMACA will ensure that the Low Income Household receives Supportive Services to assist it in finding suitable, permanent housing as soon as reasonably practicable.

Section 2.3 Nondiscrimination. IMACA shall not discriminate in its use and operation of the Property on any basis prohibited by federal, state, or local law, including on the basis of race, color, creed, religion, gender, gender identification, sexual orientation, marital or family status, national origin, age (over 40), veteran status, source of income, ancestry, or receipt of federal certificates or vouchers for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. IMACA shall make reasonable accommodations for persons with disabilities and medical conditions in compliance with all applicable federal, state, or local disability access laws, including the Americans with Disabilities Act, and shall not discriminate against any individual on the basis of a disability or medical condition that is unrelated to the individual's ability to benefit from, or participate in, IMACA's programs and services.

ARTICLE 3.  
MONITORING AND REPORTING

Section 3.1 Records. IMACA shall maintain complete, accurate and current records pertaining to the Property, including, without limitation, information and records sufficient to demonstrate that Transitional Housing residents qualify as Individuals and Families Experiencing Homelessness; income certification information described in the next section; proof of all insurance required under Section 4.2; and evidence of payment of all taxes, assessments, property related fees, utility charges, homeowners' association dues, and other charges due and owing on the Property. IMACA shall permit any duly authorized representative of the County to inspect the foregoing records on no less than ten (10) days' notice. All such records shall be maintained in a reasonable condition for proper audit and subject to examination during business hours by representatives of the County. IMACA shall retain copies of all such records for a period of at least five (5) years.

Section 3.2 Income Certification. In the case of any temporary rental under Section 2.2, IMACA shall obtain, complete, and maintain on file, immediately prior to initial occupancy and annually thereafter, income and household size certifications from the applicant or occupying household. IMACA shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking one or more of the following steps as a part of the verification process, (i) obtain three (3) pay stubs for the most recent pay periods; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's or occupying household's current employer; (v) obtain three (3) most recent bank statements for all savings and checking accounts; (vi) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant or occupying household receives assistance from either of such agencies; or (vii) if the applicant or occupying household is unemployed and has no such tax return, obtain another form of independent verification. Copies of tenant income certifications shall be available to the County upon request, and shall be retained by IMACA for a minimum of five (5) years.

Section 3.3 Additional Information. IMACA shall provide any additional information reasonably requested by the County. The County shall have the right to examine and make copies of all books, records or other documents of IMACA which pertain to any Unit.

Section 3.4 On-site Inspection. The County and its duly authorized representatives shall have the right to perform an on-site inspection of the Property at least one time per year. IMACA agrees to cooperate in such inspection.

ARTICLE 4.  
GENERAL OBLIGATIONS

Section 4.1 Property Maintenance. IMACA shall maintain the Property in good repair and in a clean, safe, and sanitary condition, free from debris, in such a manner so as not to cause or create any nuisance, waste, or conditions of overcrowding, and in accordance all applicable federal, state, and local laws. Included within this obligation, and without limiting the foregoing in any manner, IMACA will not cause, suffer, or allow any person to use the Property to grow or

manufacture any controlled substance in violation of federal, state, or local law. IMACA shall also comply with all covenants, conditions, and restrictions applicable to the Property, excluding any provision thereof that is void as against public policy as described in Government Code Section 12956.1.

Section 4.2 Insurance. IMACA shall maintain a standard all risk condominium insurance policy equal to the replacement value of the Property (adjusted every five (5) years by appraisal, if requested by the County), naming the County as an additional insured. Additional insurance requirements are set forth in Exhibit B of this Agreement. IMACA shall provide the County with evidence of required insurance coverage upon request.

Section 4.3 Hazardous Materials. At no time during the Term shall IMACA cause or allow the creation, storage, or release of any Hazardous Material upon, within, or onto the Property.

Section 4.4 Taxes and Other Charges. IMACA shall pay all real and personal property taxes, property related fees, assessments, utility bills, and other charges imposed against the Property at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching, to the Property; provided, however, that IMACA shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event IMACA exercises its right to contest any tax, assessment, or charge against it, IMACA, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest. Without limiting the foregoing, IMACA shall pay when due all homeowners' association dues and assessments, and any other charge due under any covenants, conditions, and restrictions applicable to the Property.

Section 4.5 House Rules. IMACA shall establish and enforce reasonable rules with which all occupants of the Property shall agree in writing to abide. These rules shall at a minimum include the following:

(a) Any pets allowed on the Property shall be kept under their owners' control at all times, and in a manner that does not create any nuisance for neighbors (e.g., excessive noise or odors, pets wandering onto neighbors' property without permission, failure to clean up after pets, or keeping wild or dangerous animals); and

(b) Vehicles shall be stored or parked in compliance with any and all homeowners' association rules.

## ARTICLE 5. LIMITATIONS ON TRANSFER

Section 5.1 County Authorization Required. IMACA shall not cause or permit any Transfer without the approval of the Board. No Sale of the Property shall be allowed except as authorized in this Article.

Section 5.2 Saleable Condition. The Board shall not authorize any Sale unless it determines in its reasonable discretion that the Property is in a good, sanitary, and saleable condition, consistent with the standard for maintenance described in Section 4.1. Upon receipt

of a request by IMACA to Sell the Property, the County shall be given a reasonable right of entry to the Property to determine whether there exist any violations of applicable building, plumbing, electric, fire, zoning, or housing codes. If deficiencies are noted, the County shall obtain estimates to cure the observed deficiencies, and IMACA shall cure the deficiencies in a reasonable manner acceptable to the County.

Section 5.3 Sale to Nonprofit. The County shall not unreasonably withhold approval of a Sale by IMACA to a Nonprofit to continue to operate as Transitional Housing. It shall be reasonable for the County to disapprove a Sale if the conditions set forth in Section 5.2 are not met, or if the proposed buyer cannot demonstrate that it has the ability to operate the Property in the manner described in this Agreement. As a condition of sale, the Nonprofit buyer shall enter into a recorded regulatory agreement with the County substantially in the form of this Agreement, which, as determined by the Board in its sole discretion, shall have a term of not less than the unexpired Term and not more than fifty-five (55) years.

Section 5.4 Sale to Income Qualified Household. The County will not unreasonably withhold approval of a Sale by IMACA at an Affordable Housing Cost to a household whose income is not more than one hundred twenty percent (120%) of Median Income adjusted for Actual Household Size ("Income Qualified Household"), who otherwise meets reasonable underwriting standards established by the County in its discretion. It will be reasonable for the Board to disapprove the sale if, (i) it determines in its reasonable discretion that the Property is needed for Transitional Housing, and that one or more suitable Nonprofits is ready, willing, and able to acquire the Property for that purpose on terms that are fair to IMACA; (ii) the proposed buyer is not an Income Qualified Household meeting the County's underwriting criteria, if any, or (iii) the Sales Price is not an Affordable Housing Cost. As a condition of sale, the Income Qualified Household shall enter into a resale agreement with the County substantially in the form attached as Exhibit C, which shall have a term of not less than the unexpired Term and not more than fifty-five (55) years, as determined by the Board in its sole discretion. IMACA's procedures for identifying eligible households and selecting a buyer shall be reasonable and fair to avoid inappropriate favoritism, discrimination, or any appearance thereof.

Section 5.5 Equity Share. In the case of any Sale of the Property, whether or not authorized pursuant to this Article, IMACA shall pay to the County the Equity Share from the proceeds of the Sale, which the County shall use to fund affordable housing programs, initiatives, or opportunities. Concurrently herewith, IMACA shall execute a promissory note (the "Note"), which shall evidence IMACA's obligation to pay the Equity Share. The Note shall be secured by the Deed of Trust described in Section 7.2. It is noted for reference that the Parties agree that \$190,000 was the market value of the Property as of the date of the PSA.

Section 5.6 County's Option and Right of First Refusal. IMACA shall not Sell the Property without first offering the County the opportunity to purchase the Property at an amount equal to the Purchase Price plus the Improvement Value. Upon its decision to Sell the Property, IMACA shall give the County notice of its intended disposition of the Property. In the case of a Sale to an Income Qualified Household, IMACA need not have identified a specific buyer before providing such notice to the County. Within thirty (30) days of notice, the Board will decide, and will advise IMACA in writing, whether the County will exercise its option rights under this Section. If the County elects to exercise its option rights, the Parties will negotiate a purchase

and sale agreement in good faith on fair and reasonable terms, and shall proceed to close escrow on the Property in not more than ninety (90) days from the date of the County's response. Following its purchase, the County shall use the Property for an affordable housing purpose which may include, without limitation, sale or lease to a Nonprofit for Transitional Housing; rental to a Low Income Household; sale to an Income Qualified Household; sale at current market rate to generate funds for affordable housing programs, initiatives, or opportunities; or use as employee housing by a County employee or other public agency employee earning less than Median Income.

ARTICLE 6.  
IMACA'S REPRESENTATIONS AND WARRANTIES

As an essential inducement to the County entering into this Agreement, IMACA hereby represents and warrants to the County as of the Effective Date:

Section 6.1 No Conflicts. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and compliance with the terms of this Agreement, will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, deed of trust, mortgage, loan agreement, or other document or instrument to which IMACA is a party or by which IMACA is bound, or any applicable regulation of any governmental agency, or any judgment, order, or decree of any court having jurisdiction over IMACA or any portion of the Property.

Section 6.2 Due Organization; Consents. IMACA is a California nonprofit public benefit corporation, duly formed, validly existing, and in good standing. All requisite action has been taken by IMACA in connection with entering into this Agreement. No consent of any legislative body, officer, creditor, public authority, or other party is required in connection herewith that has not been obtained.

Section 6.3 Insolvency. IMACA is not Insolvent

Section 6.4 Litigation. There is no litigation or judicial or administrative proceeding pending, or, to IMACA's actual knowledge, threatened, against IMACA that could have a foreseeable and material adverse effect on its ability to carry out the terms and conditions of this Agreement.

ARTICLE 7.  
REMEDIES

Section 7.1 County's Option.

(a) Following any Event of Default, the County shall have an option to purchase the Property from IMACA. The County shall have thirty (30) days after an Event of Default is declared by the County to exercise its option to purchase. Not later than ninety (90) days after the notice is given by the County to IMACA of the County's intent to exercise its option, the County or a designee or assignee thereof shall purchase the Property for the Purchase Price, and title shall be delivered by IMACA to the County or its designee or assignee by grant deed, free

and clear of any mortgage or other liens, unless approved in writing by the County or its designee or assignee. IMACA shall permit a final walk-through of the Property by the County or its assignee or designee in the final three (3) days prior to the close of escrow.

(b) Following the County's notice of its intent to exercise its option rights under this Section, the County (or its designee or assignee) shall be given a reasonable right of entry to the Property to determine whether there exist any violations of applicable building, plumbing, electric, fire, zoning, or housing codes. In the event deficiencies are noted, the County shall obtain estimates to cure the observed deficiencies. IMACA shall cure the deficiencies in a reasonable manner acceptable to the County, within sixty (60) days of being notified of the results of the inspection, but in no event later than close of escrow. Should IMACA fail to cure such deficiencies prior to the scheduled date of close of escrow, at the option of the County (or its designee or assignee), escrow may be closed, title conveyed, and the sale proceeds paid to IMACA subject to the condition that such funds as are necessary to pay for curing such deficiencies (based upon written estimates obtained by the County) shall be withheld from the money due IMACA and shall instead be released to the County for the purpose of curing such deficiencies. IMACA shall also be liable for any new deficiencies caused by it during escrow following the County's initial inspection.

(c) As an alternative to the County's purchase of the Property, the Parties may agree that IMACA will lease the Property to the County, or to a Nonprofit designated by the County, for \$1.00 per month to operate as Transitional Housing until such time as the Event of Default is cured. The County's willingness to agree to this remedy shall be at its sole and absolute discretion, without prejudice to exercising its purchase option if the Event of Default is not cured within a reasonable period of time.

Section 7.2 Foreclosure. Concurrently with the execution of this Agreement, IMACA will execute a deed of trust and assignment of rents (the "Deed of Trust"), which Deed of Trust will secure both IMACA's obligations under the Note, as well as its performance under this Agreement. The County shall have the right to exercise its power of sale under the Deed of Trust if the County's option rights under Section 7.1 arise and IMACA fails to take prompt and immediate steps to cooperate with the County in the exercise of those rights.

Section 7.3 County Costs. IMACA will reimburse any of the County's costs to enforce this Agreement, including reasonable attorneys' fees, which shall be due and payable upon demand therefor, at an interest rate equal to the lesser of eight percent (8%) and the maximum legal rate of interest.

Section 7.4 Remedies Cumulative. The remedies provided for in this Article are cumulative of every other right or remedy available to the County at law or in equity, including specific performance, any other remedy specified in this Agreement or any other agreement between the Parties.

ARTICLE 8.  
MISCELLANEOUS

Section 8.1 Covenants to Run With the Land. This Agreement shall bind IMACA and any successor, heir or assign of IMACA, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, for the entire Term, except as expressly released by the County. The Parties hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property; provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this Agreement. It is agreed and understood that County would not have conveyed the Property absent the commitment to make the Property available for Transitional Housing for a minimum of fifty-five (55) years.

Section 8.2 Recording and Filing. The Parties shall cause this Agreement, and all amendments and supplements to it, to be recorded against the Property in the official records of the County of Mono.

Section 8.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

Section 8.4 Amendments. This Agreement may be amended only by a written instrument executed by all the Parties hereto or their successors in title, and duly recorded in the official records of the County of Mono.

Section 8.5 Notice. Formal notices, demands, and communications between the County and IMACA shall be in writing and shall be sufficiently given if, and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by facsimile or electronic mail with a copy delivered the following day by reputable overnight delivery service, or delivered personally, to the principal office of the Parties as follows:

County:                      Mono County Administrative Officer  
   P.O. Box 696  
   Bridgeport, CA 93517

Email: sbarwick@mono.ca.gov

With copy to: Mono County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546

Email: [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)

IMACA Inyo Mono Advocates for Community Action, Inc.  
Executive Director  
137 E. South Street  
Bishop, CA 93514  
Email: [info@imaca.net](mailto:info@imaca.net)

With copy to: Inyo Mono Advocates for Community Action, Inc.  
Housing and Planning Director  
137 E. South Street  
Bishop, CA 93514  
Email: [lemerson@imaca.net](mailto:lemerson@imaca.net)

Any of the Parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or communications shall be sent. No Party shall evade or refuse delivery of any notice. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 8.6 Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 8.7 Relationship of the Parties. Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and IMACA or its agents, employees, consultants, or contractors, and IMACA shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform under this Agreement. IMACA has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in its performance under the Agreement. IMACA shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security laws, withholding, workers' compensation, and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. IMACA shall be solely responsible for its own acts and those of its agents and employees.

Section 8.8 Time of the Essence. In all matters under this Agreement, the Parties agree that time is of the essence.



Section 8.9 Venue. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement, or to collect damages as a result of any breach thereof, the venue for such action shall be the Superior Court of the County of Mono.

Section 8.10 Complete Understanding of the Parties. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the matters set forth in this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to Civil Code Section 1654, as it may be amended from time to time) shall not apply to the interpretation of this Agreement.

Section 8.11 County Approval. Except as may be otherwise specifically provided in this Agreement, whenever any approval, notice, direction, finding, consent, request, or other action by the County is required or permitted under this Agreement that is in substantial compliance with the terms of this Agreement, such action may be given, made, or taken by the County Administrative Officer, or by any person who shall have been designated in writing to IMACA by the County Administrative Officer. The County shall not unreasonably delay in reviewing and approving or disapproving any proposal by IMACA made in connection with this Agreement.

Section 8.12 Indemnification. IMACA will indemnify, defend (without counsel reasonably acceptable to the County), hold harmless (without limit as to amount) County, its board members, officers, employees, and agents (hereinafter collectively, "Indemnitees"), and any of them, from and against all loss, all risk of loss, and all damage (including attorneys' fees and costs) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments, and executions for damages of any and every kind (including, without limitation, hazardous materials claims, claims for wrongful eviction, and claims for relocation assistance), and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner, to this Agreement, except to the extent caused by the gross negligence or willful misconduct of an Indemnitee. The provisions of this Section shall survive expiration or other termination of this Agreement or any release of part or all of the Property from the burdens of this Agreement, and the provisions of this Section shall remain in full force and effect.

Section 8.13 Attorneys' Fees and Costs. In any action brought to interpret or enforce this Agreement, the prevailing Party shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section shall be interpreted in accordance with Civil Code Section 1717 and judicial decisions interpreting that statute.

Section 8.14 Assignment. County reserves the right to assign any and all of its rights, powers, available remedies, causes of action, or duties under this Agreement to a Nonprofit capable of monitoring IMACA's performance obligations hereunder.

Section 8.15 Waiver of Requirements. Any of the requirements of this Agreement may be waived expressly by the County in writing, but no waiver by the County of any requirement


of this Agreement shall, or be deemed to, be a continuing waiver or extend to or affect any other provision of this Agreement.

Section 8.16 Multiple Originals; Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**COUNTY:**

Mono County, a political subdivision  
of the State of California


By:   
Name: Steve Barwick  
Title: County Administrative Officer

**IMACA:**

Inyo Mono Advocates for Community  
Action, Inc., a California nonprofit public  
benefit corporation

By:   
Name: Robert Hughes  
Title: Executive Director

APPROVED AS TO FORM:

By:   
Stacey Simon, County Counsel


ATTEST:

By: Signed in Counter part  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**COUNTY:**

Mono County, a political subdivision of the State of California

By:   
Name: Steve Barwick  
Title: County Administrative Officer

**IMACA:**


Inyo Mono Advocates for Community Action, Inc., a California nonprofit public benefit corporation

By: Signed in counterpart  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: Signed in counterpart  
Stacey Simon, County Counsel

**ATTEST:**

By:   
Name: Helen Nunn  
Title: Assistant Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF MONO )

On December 18, 2019 before me, M. Forbis, Notary Public, personally appeared Steve Barwick, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]  
Name: M. Forbis  
Notary Public

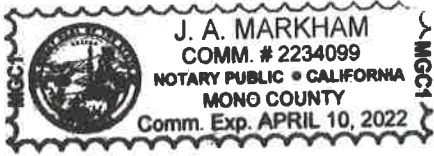
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF Mono )

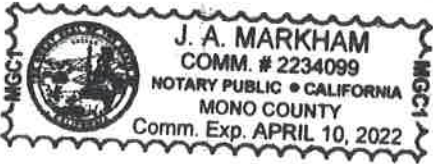
On Dec 18, 2019, before me, J A Markham, Notary Public, personally appeared Stacey Simon, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she / they executed the same in his her / their authorized capacity(ies), and that by his her / their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



J A Markham  
Name: J A Markham  
Notary Public



# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of MONO )

On December 19, 2019 before me, M. Forbis, notary public,  
(here insert name and title of the officer)

personally appeared Robert Hughes

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Regulatory Agreement

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-Fact  
 Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:  
Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

- Additional Signer(s)  Signer(s) Thumbprint(s)  
 \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

PARCEL 1:

AN UNDIVIDED 1/8TH INTEREST IN AND TO LOT 1 OF TRACT NO. 34-07, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM UNITS 1 TO 8, INCLUSIVE, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN RECORDED APRIL 14, 1981 IN BOOK 1, PAGE 21 OF OFFICIAL RECORDS OF SAID COUNTY, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 22, 1993 IN BOOK 647 PAGE 528 OF OFFICIAL RECORDS.

PARCEL 2:

UNIT 5 AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 3:

AN EASEMENT FOR INGRESS, EGRESS, INSTALLATION AND MAINTENANCE OF UTILITIES OVER THE SOUTHERLY HALF OF WILLOW AVENUE CONTIGUOUS TO PARCEL 2 OF PARCEL MAP NO. 34-21 AND SHOWN UPON PARCEL MAP NO. 34-21, RECORDED IN BOOK 2, PAGE 59 OF PARCEL MAPS.

APN: 016-195-005-000

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

IMACA shall procure and maintain, during the entire term of This Agreement, or commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims within the scope of IMACA's indemnification obligation under this Agreement:

Workers' Compensation. IMACA shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

General Liability. A policy of Comprehensive General Liability Insurance which covers all the operations and services within the scope of this Agreement, including operations, property damage, bodily injury (including death), and personal and advertising injury. Such policy shall provide limits of not less than \$5 million (\$5,000,000.00) per claim or occurrence.

Automobile Liability Insurance. A policy of comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1 million (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft.

Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by IMACA under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any services under this agreement, IMACA shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers, employees, and volunteers made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by the County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the County, its officials,



officers, employees, agents, and volunteers; or IMACA shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

Subcontractors. IMACA shall require and verify that all subcontractors performing services under this Agreement maintain insurance (including Workers' Compensation) meeting all the requirements stated herein (except as approved by the County's risk manager in writing) and that County is an additional insured on insurance required of subcontractors.

**EXHIBIT C**  
**FORM OF RESALE RESTRICTION**  
**TO INCOME QUALIFIED HOUSEHOLD**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Mono County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546  
Attn: Stacey Simon

No fee for recording pursuant to  
Government Code Sections 27383 and 27388.1

*(Space above for Recorder's Use)*

BUYER'S OCCUPANCY AND RESALE RESTRICTION AGREEMENT  
WITH OPTION TO PURCHASE

COUNTY OF MONO  
(Birch Creek Condo, 40 Willow Avenue Unit No. 5 )

Owner: \_\_\_\_\_  
Sales Price at Original Purchase ("Owner's Base  
Price"): \$ \_\_\_\_\_ .00

This Buyer's Occupancy and Resale Restriction Agreement with Option to Purchase (this "Agreement") is entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the County of Mono, a political subdivision of the State of California (the "County") and \_\_\_\_\_, as \_\_\_\_\_ [insert type of ownership interest e.g. joint tenancy] (the "Owner").

RECITALS

A. Owner intends to purchase the property located in the County of Mono, State of California, more particularly described in Exhibit A attached hereto and incorporated herein (the "Home").

B. The Home originally was acquired by the County through a housing mitigation requirement for the Highlands Specific Plan and Tentative Tract Map. It was subsequently sold by the County to Inyo Mono Advocates for Community Action, Inc., a California nonprofit public benefit corporation ("IMACA"), to provide transitional housing. IMACA acquired the Home subject to a Regulatory Agreement and Declaration of Restrictive Covenants with Option and Right of First Refusal dated as of \_\_\_\_\_, 20\_\_, and recorded in the Official Records of Mono County as Document No. \_\_\_\_\_ (the "Regulatory Agreement"). The Regulatory Agreement restricted the use and resale of the Home. Specifically, IMACA was limited to selling the Home to another nonprofit organization to operate as transitional housing,

or at an affordable cost to a household with an income of not more than one hundred twenty percent (120%) of Area Median Income adjusted for household size ("Income Eligible Household"). Owner is an Income Eligible Household.

C. On [date] IMACA and Owner entered into a purchase and sale agreement pursuant to which IMACA agreed to sell, and Owner agreed to buy, the Home at an affordable housing cost. Pursuant to the Regulatory Agreement, the County's Board of Supervisors approved the sale on [date]. Pursuant to the Regulatory Agreement, Owner is required to enter into this Agreement as a condition of purchase and sale of the Home.

D. The purpose of this Agreement is to place resale controls on the Home and to require the payment of any Excess Sales Proceeds or Excess Rental Proceeds to the County. This Agreement also provides the County an option to purchase the Home at a restricted price, given in consideration of the economic benefits to Owner resulting from purchase of the Home at a below market price under the Regulatory Agreement. This Agreement is accompanied by a promissory note from Owner to the County (the "County Note") pursuant to which Owner agrees to pay any Excess Rental Proceeds or Excess Sales Proceeds to the County.

E. Owner is receiving a first mortgage loan (the "First Mortgage Loan") from \_\_\_\_\_ (the "First Lender"). The First Mortgage Loan is secured by a deed of trust executed by Owner in favor of First Lender and recorded in the County of Mono concurrently with this Agreement (the "First Mortgage Deed of Trust"). This Agreement and the accompanying County Note shall be secured by a deed of trust on the Home (the "County Deed of Trust"), to be recorded concurrently with this Agreement. This Agreement and the County Deed of Trust shall be subordinate to the lien of the First Mortgage Deed of Trust, as stated in Section 9 below.

NOW, THEREFORE, in consideration of the benefits received by Owner and the County hereunder, Owner and the County agree, as follows:

Section 1. **Occupancy as Principal Residence.** Owner will occupy the Home as Owner's principal residence and will not rent or lease the Home or part thereof without the prior written approval of the County, subject to Section 2 below. Owner shall be considered as occupying the Home as a principal residence if Owner lives in the Home for at least ten (10) months out of each calendar year. Upon the County's request from time to time, Owner shall provide an affidavit to County certifying that the Home is Owner's principal residence and shall provide such documents as the County may reasonably require to verify compliance with the requirements of this Section. Owner's failure to occupy the Home as Owner's principal residence shall constitute a Default under this Agreement giving rise to the County to exercise its Option to purchase the Home.

Section 2. **Rental of the Home.** The County shall approve the renting or leasing of the Home only if all of the following conditions are met, (i) the term of the rental or lease is not greater than twelve (12) months and cannot be extended without County approval; (ii) Owner demonstrates to the County's reasonable satisfaction that Owner will incur substantial hardship if he or she is not permitted to rent or lease the Home to a third party; (iii) the tenant's household income is not more than sixty percent (60%) of Area Median Income adjusted for actual

household size, as certified to the county; and (iv) the rent for the Home is not more than one-twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) of Area Median Income adjusted for an assumed household size of three persons ("Affordable Rent"). Any rental or lease of the Home in violation of this Agreement is prohibited, and shall be a default under this Agreement and the County Deed of Trust. The Owner further agrees that, in the event the Owner rents or leases the Home to a third party in violation of this Section, any excess rents ("Excess Rental Proceeds") paid to the Owner by the lessee over the Affordable Rent shall be due and payable to the County immediately upon receipt thereof by the Owner. Such Excess Rental Proceeds shall be considered a recourse debt of the Owner to the County, as evidenced by the County Note, which the County may collect by legal action against the Owner, including by foreclosure under the County Deed of Trust. As used in this Agreement "Area Median Income" means the area median income for Mono County, California, as determined by the United States Department of Housing and Urban Development ("HUD") and as published from time to time by the State of California Department of Housing and Community Development ("HCD") in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093.

Section 3. **Covenant Running with the Land.** The terms and conditions set forth herein are intended to run with the land and shall bind Owner and all successors, heirs, and assigns, unless and until expressly superseded by a subsequently recorded agreement. These terms and conditions shall be made part of each deed subsequently recorded and shall bind each successor in interest for a term of [insert term approved by Board of Supervisors] years from the date of recordation of this Agreement. This Agreement and the covenants contained herein shall survive delivery of any grant deed conveying the Home. All subsequent purchasers of the Home will be required to execute a resale restriction substantially in the same form as this Agreement for a term to be determined by the County's Board of Supervisors of not more than the term of this Agreement. Said resale restriction shall be accompanied by a note and deed of trust substantially in the form of the County Note and County Deed of Trust.

Section 4. **Warranty.** Owner hereby represents and warrants to the County that the financial and other information Owner provided to the County for the purpose of qualifying to purchase the Home was accurate and complete at the time it was given, and remains true and correct as of the date of this Agreement. Owner further understands that any material misstatement or misrepresentation shall be deemed to be a material breach of this Agreement and shall be grounds for declaring a Default, terminating Owner's rights in the Home, and/or seeking any other such relief and remedies available at law or in equity as may be appropriate under the circumstances.

Section 5. **Refinance.** For purposes of this Agreement, "Refinance" shall mean any voluntary or involuntary, refinancing, encumbrancing, or other hypothecation of the Home, including without limitation, any encumbrance of the Home by a mortgage or deed of trust that is recorded after this Agreement. Any Refinance of the Home will be subject to the conditions set forth in this Agreement.

(a) **Request to Refinance.** Owner shall not cause or permit any Refinance of the Home or any interest therein, to any person or entity without first giving advance written notice to the County ("Request to Refinance") and obtaining the County's written consent. The

Request to Refinance shall provide the name and address of the lender, and the proposed terms of the encumbrancing, refinancing, or hypothecation. Under no circumstances may Owner encumber, refinance, or otherwise hypothecate the Home for an amount in excess of one hundred percent (100%) of the then-current permitted Purchase Price (as defined in Section 8 below).

(b) County's Rights. Within sixty (60) days following receipt of a Request to Refinance, the County may, in its sole discretion, either, (i) provide written notice of consent to the Refinance, which consent shall be consistent with the County's goal of creating, preserving, maintaining, and protecting housing for persons of moderate income, or (ii) provide written notice of denial of the Request to Refinance.

Section 6. Sale Procedure. Any sale or transfer of any interest in the Home ("Sale") will be subject to the conditions set forth in this Agreement.

(a) Request to Sell. Owner shall not cause or permit any Sale of the Home or any interest therein, to any person or entity without first giving advance written notice to the County by delivering a written request to sell ("Request to Sell"), and providing the County with a thirty (30) day opportunity to exercise its Option to purchase the Home pursuant to Section 8 hereof. The Request to Sell shall provide the proposed sale price and terms, consistent with the requirements of this Agreement.

(b) County's Rights. Within sixty (60) days following receipt of the Request to Sell, the County (or the County's designee or assignee, if applicable) may, in its sole discretion, provide written notice of exercise of its Option, or provide written waiver of the Option.

(c) Sale to Third Party. If Owner has complied with the requirements above, and if the County provides written waiver of the Option to Purchase, Owner may sell the Home to a third party if all of the following conditions are satisfied to the County's reasonable satisfaction:

(i) Occupancy. The prospective buyer must certify that the buyer will occupy the Home as buyer's principal residence.

(ii) Income. The prospective buyer shall be an Income Eligible Household.

(iii) Price. The sale price may not exceed the permitted Purchase Price as determined pursuant to Section 8 hereof.

(iv) Excess Proceeds Note and Performance Deed of Trust. The buyer must execute any documents as required by County pursuant to the County's affordable housing program, which shall, at a minimum, include the documents referenced in Section 3 above.

Section 7. **Foreclosure.**

(a) **Exercise of County Option.** The recording by any lienholder of any notice of default, or notice of sale pursuant to Civil Code Section 2924 *et seq.* (as such may hereafter be amended or replaced), shall constitute a Request to Sell hereunder, and the County (or its designee or assignee) may exercise its preemptive Option pursuant to the provisions of this Agreement; provided, however, that the County (or its designee or assignee), must complete such purchase no later than the end of the period established by California Civil Code Section 2924c for reinstatement of a monetary default under the deed of trust of mortgage.

(b) **Right to Cure.** In the event of Owner's default under a deed of trust or mortgage, the County (or its designee or assignee) shall have the same right as Owner to cure defaults and redeem the Home prior to foreclosure sale. Such redemption shall be subject to the same fees, charges and penalties which would otherwise be assessed against Owner. Nothing herein shall be construed as creating any obligation on the part of the County to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

(c) **Surplus Funds.** In the event the County (or its designee or assignee) does not exercise the Option, and a foreclosure sale is consummated, any surplus proceeds from such sale to which Owner might otherwise be entitled following foreclosure under California law, shall be paid as follows, (i) after any payment of encumbrances as required by law, that portion of the surplus, if any, up to but not exceeding the net amount that Owner would have received had the County exercised its Option to purchase the Home on the date of the foreclosure sale, shall be paid to Owner; and (ii) the balance of the surplus, if any, shall be paid to the County.

Section 8. **County Option to Purchase.** The County is hereby given an option to purchase the Home (the "Option," or the "County Option"), under the conditions and upon the terms set forth in this Agreement.

(a) **Circumstances Giving Rise to the County Option.** The Option shall be exercisable upon the occurrence of any of the following, (i) Owner delivers a Request for Sale to the County; (ii) a notice of default or notice of sale is recorded against the Home by any lienholder; (iii) a Prohibited Transfer, as defined in Section 10 of this Agreement, occurs and continues in effect beyond the cure period specified in said Section 10; (iv) Owner fails to occupy the Home as Owner's principal residence and such failure continues for a period of thirty (30) days following written notice of default from County; or (v) a Default arises under any other provision of this Agreement and continues beyond any applicable cure period.

(b) **Purchase Price.** The purchase price for the Home ("Purchase Price") that shall apply for both the exercise of the Option and for any Sale of the Home to a third-party shall be fixed at the lower of the Fair Market Value or the Indexed Price, determined as follows:

(i) **Fair Market Value.** The fair market value of the Home ("Fair Market Value") shall be determined as follows: the County or its designee shall have an appraisal of the Home conducted by a neutral professional appraiser of its choice. Owner may

also have an appraisal of the Home conducted by a neutral professional appraiser of Owner's choice. If agreement cannot be reached, the average of the two appraisals shall be deemed to be the Fair Market Value of the Home.

(ii) Indexed Price. The Indexed Price shall equal the Owner's Base Price, increased by the percentage increase (if any) in the Area Median Income between the Effective Date and the date that the County receives a written Request to Sell or the date such other circumstance described in Subsection (a) above occurs, thereby giving rise to the County's Option.

(iii) Adjustments to Indexed Price. The Indexed Price shall be further adjusted for Property improvements and deferred maintenance as follows:

(1) Improvements. The Indexed Price shall be increased by the then-current value of any reasonable substantial structural or permanent fixed improvements made to the Home, provided such improvements were performed with prior written approval from the County. No price adjustment will be made except upon presentation to the County of written documentation of all expenditures made by Owner for which an adjustment is requested. In the event that the parties do not agree upon the value of improvements, such value will be established by appraisal conducted in accordance with Paragraph (i) above, with the cost of the appraisal to be borne by Owner.

(2) Deferred Maintenance. The Indexed Price shall be decreased by an amount to compensate for deferred maintenance costs, which amount shall be determined in the following manner. Upon receipt of Owner's Request to Sell or such other event giving rise to the County's Option, the County (or its designee or assignee) shall be given a reasonable right of entry to the Home to determine whether there exist any violations of applicable building, plumbing, electric, fire, zoning, or housing codes. In the event deficiencies are noted, the County shall obtain estimates to cure the observed deficiencies. Owner shall cure the deficiencies in a reasonable manner acceptable to the County, within sixty (60) days of being notified of the results of the inspection, but in no event later than close of escrow. Should Owner fail to cure such deficiencies prior to the scheduled date of close of escrow, at the option of the County (or its designee or assignee), escrow may be closed, title conveyed, and the sale proceeds paid to Owner subject to the condition that such funds as are necessary to pay for curing such deficiencies (based upon written estimates obtained by the County) shall be withheld from the money due Owner and shall instead be released to the County for the purpose of curing such deficiencies.

(c) Escrow. If the County exercises its Option, escrow shall be opened within seven (7) days after delivery of written notice of the exercise of the Option. Escrow shall close within ninety (90) days after the opening of escrow.

(d) Disclosures. If the County exercises its Option, Owner shall provide the County (or its designee or assignee) with all disclosures regarding the Home as required by law within seven (7) days after the notice of exercise of the Option has been delivered to Owner. The County's review and approval of the condition of the Home is a contingency of the County's purchase. If the condition of the Home is unacceptable, the County shall have thirty (30) days

following receipt of all disclosures to cancel the purchase by providing written notice to Owner. If the County does not provide written notice of cancellation then this contingency shall be deemed waived.

(e) Title. Title to the Home shall be conveyed by grant deed, free of all monetary liens and encumbrances. All property taxes, assessments and homeowner dues shall be paid current by Owner through the close of escrow.

(f) Closing Costs. Closing costs and title insurance shall be paid pursuant to the custom and practice in the County at the time of the opening of such escrow.

(g) Occupancy. Owner shall vacate the Home and deliver possession to the County upon close of escrow.

Section 9. Subordination. This Agreement shall be subordinate to the First Mortgage Deed of Trust, provided the First Lender is a federally or state chartered bank or savings and loan association qualified to do business in the State of California. The parties acknowledge and agree that this Agreement is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage Deed of Trust.

Section 10. Prohibited Transfer. Any voluntary or involuntary transfer, lease, rental, sale, encumbrance, or refinancing of the Home in violation of the terms of this Agreement shall be deemed a "Prohibited Transfer." Upon receiving notification of a Prohibited Transfer, the County may give written notice to Owner, specifying the nature of the Prohibited Transfer. If the violation is not corrected to the satisfaction of the County within ten (10) days after the date of the notice or within such further time as the County determines is necessary to correct the violation, the County may declare a Default under this Agreement, thereby giving rise to the County's Option.

Section 11. Permitted Transfers. The following transfers of title to the Home or any interest therein are not Prohibited Transfers and are not subject to the Option to Purchase provisions of this Agreement, provided the transfer is to Owner's spouse, registered domestic partner, or issue, and provided that all covenants in this Agreement shall continue to run with the title to the Home following any such transfer, (i) by gift, (ii) by marriage, (iii) by divorce, (v) by devise, (vi) by inheritance, or (vi) by right of survivorship. Without limiting the foregoing, all terms and conditions set forth in this Agreement, including without limitation, the prohibition on rental or leasing of the Home, the continuation of the County's Option, and the continuation of restrictions upon the sale or refinancing of the Home, shall continue to apply following any transfer permitted under this Section.

Section 12. Default. Owner's breach of any term, covenant or obligation under this Agreement or under the County Note or County Deed of Trust, including without limitation, a Prohibited Transfer or Owner's failure to occupy the Home as Owner's principal residence, shall be deemed a "Default" hereunder; provided that, except as otherwise specified herein, and except in the case of any failure to pay any amount due to the County as soon as the amount becomes due and payable, a breach of this Agreement shall not constitute a default unless Owner has been given notice and a reasonable opportunity to cure the breach of not less than thirty (30) days or



such other time as the County may reasonably determine is needed to effectuate a cure. The County's remedies for a Default include, but are not limited to, (i) exercise of the County Option; (ii) specific performance, (iii) an injunctive or declaratory relief, (iv) damages, (v) attorneys' fees, and/or (vi) exercise of the County's power of sale under the County Deed of Trust. Each of the remedies provided herein is cumulative and not exclusive, and County may exercise from time to time any rights and remedies available to it at law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

Section 13. **Distribution of Insurance and Condemnation Proceeds.** In the event that the Home is partially or totally destroyed and insurance proceeds are distributed to Owner instead of being used to rebuild, or in the event of condemnation if proceeds thereof are distributed to Owner, or in the event of termination of any applicable homeowner's association and distribution of the assets of the association to the members thereof, including Owner, any surplus proceeds so distributed remaining after payment of encumbrances of said Property shall be distributed as follows, (i) that portion of the surplus up to but not to exceed the net amount that Owner would have received under the formula set forth in Section 8 above had County exercised its Option to Purchase the Home on the date of the destruction, condemnation valuation date, or liquidation, shall be distributed to Owner, (ii) and the balance of such surplus, if any, shall be distributed to County or its successors or assigns.

Section 14. **Payment to County of Excess Sales Proceeds.** If a Prohibited Transfer of the Home occurs, Owner shall immediately pay the Excess Sales Proceeds to the County. For purposes of this Agreement, "Excess Sales Proceeds" shall mean the amount by which the gross sales proceeds paid for the Home by the new purchaser exceeds the Purchase Price for the Home as determined pursuant to Section 8 above. This amount shall be a debt of Owner to County and the County, further evidenced by the County Note and secured by the County Deed of Trust. Owner acknowledges that the County shall have no obligation to cause reconveyance of this Agreement or of the County Deed of Trust until the Excess Sales Proceeds are paid to County and the County. The parties acknowledge that the formula for calculation of the amount of Excess Sales Proceeds due from Owner to the County is intended to cause Owner to receive the same net sales proceeds from sale of the Home at an unrestricted price to a market purchaser (in violation of this Agreement) as Owner would receive from sale of the Home to County (or to the County's designee or assignee) pursuant to the County's Option.

Section 15. **Notices.** In every case when, under the provisions of the Agreement, it shall be necessary or desirable for one party to serve any notice, request, demand, report or other communication on another party, the same shall be in writing and shall not be effective for any purpose unless served, (i) personally; (ii) by independent, reputable, overnight commercial courier; or (iii) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested; addressed as follows:

To Owner: [Insert]

Mono County Administrative Officer  
P.O. Box 696  
Bridgeport, CA 93517

Email: sbarwick@mono.ca.gov

With copy to: Mono County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546

Email: ssimon@mono.ca.gov

Any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of delivery thereof.

Section 16. **Successors Bound.** The terms of the Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 17. **Attorneys' Fees and Costs.** If any legal action is filed that arises out of the terms of this Agreement, or the interpretation or enforcement thereof, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred therein.

Section 18. **No Third-Party Beneficiaries.** This Agreement shall not benefit or be enforceable by any person or entity other than the County, Owner, and their respective successors and assigns. There are no third-party beneficiaries to this Agreement.

Section 19. **Entire Agreement.** This Agreement, together with the County Deed of Trust and the County Note, sets forth the entire understanding between the parties with respect to the subject matter hereof and supersedes any prior written or oral agreement with respect thereto.

Section 20. **Amendments; No Waiver.** This Agreement may be modified or amended only by a written instrument duly executed by all parties hereto. Any waiver of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by a party to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by a party at any time to require strict performance of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

Section 21. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall

continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

Section 22. **Controlling Law and Venue.** The terms of the Agreement shall be interpreted under the laws of the State of California without regard to principles of conflict of laws. The Agreement was entered into and is to be performed in the County of Mono, which is the exclusive venue for any action or dispute arising out of said Agreement.

Section 23. **Captions.** All captions and headings in the Agreement are for the purposes of reference and convenience and shall be disregarded for all other purposes, including the construction or enforcement of any of provisions thereof.

Section 24. **Joint and Several.** The obligations of each party comprising Owner shall be joint and several.

Section 25. **Time of the Essence.** Time is of the essence with regard to all matters contained in the Agreement.

Section 26. **Further Assurances.** The parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement

Section 27. **Parties Not Co-Venturers; No Agency Relationship.** Nothing in this Agreement is intended to or shall establish the parties as partners, co-venturers, or principal and agent with one another. The relationship of Owner and the County shall not be construed as a joint venture, equity venture, partnership or any other relationship. The County does not undertake nor assume any responsibility or duty to Owner (except as expressly provided in this Agreement) or to any third party with respect to the Home.

Section 28. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

*[Signatures on Following Page]*

IN WITNESS THEREOF, Owner and the County have executed this Agreement as of the Effective Date.

COUNTY:

OWNER:

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

By: \_\_\_\_\_  
Name: Steve Barwick  
Title: County Administrative Officer  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

ATTEST

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

APPROVED AS TO FORM

By: \_\_\_\_\_  
Name: Stacey Simon  
Title: County Counsel \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Legal Description**

PARCEL 1:

AN UNDIVIDED 1/8TH INTEREST IN AND TO LOT 1 OF TRACT NO. 34-07, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM UNITS 1 TO 8, INCLUSIVE, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN RECORDED APRIL 14, 1981 IN BOOK 1, PAGE 21 OF OFFICIAL RECORDS OF SAID COUNTY, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 22, 1993 IN BOOK 647 PAGE 528 OF OFFICIAL RECORDS.

PARCEL 2:

UNIT 5 AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 3:

AN EASEMENT FOR INGRESS, EGRESS, INSTALLATION AND MAINTENANCE OF UTILITIES OVER THE SOUTHERLY HALF OF WILLOW AVENUE CONTIGUOUS TO PARCEL 2 OF PARCEL MAP NO. 34-21 AND SHOWN UPON PARCEL MAP NO. 34-21, RECORDED IN BOOK 2, PAGE 59 OF PARCEL MAPS.

APN: 016-195-005-000

**2022-07**

**MAMMOTH LAKES HOUSING, INC.**  
**AUTHORIZING RESOLUTION**  
**RE: ACQUISITION OF PROPERTY (40 WILLOW AVE #5)**

At a duly constituted meeting of the Board of Directors (the "Board") of Mammoth Lakes Housing, Inc., a California nonprofit public benefit corporation ("MLH") held on March 7th, 2022, the following resolutions were adopted:

WHEREAS, MLH desires to acquire property from Inyo Mono Advocates for Community Action ("IMACA") located at 40 Willow Ave #5 in June Lake, an existing affordable transitional housing unit ("Property").

WHEREAS, The Board of Supervisors for the County of Mono adopted a resolution on [February 22, 2022] where it expressed its desire for the Property to be sold to MLH and where it consented to the sale of the Property, as is required under Section 5.1 the County's Regulatory Agreement (the "Regulatory Agreement") that requires the Property remain affordable for the existing fifty-five (55) years.

WHEREAS, the acquisition of the Property is consistent with MLH's charitable and would further its goals to provide decent housing that is affordable to low-income and moderate-income persons.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of MLH hereby authorizes MLH, Sierra Housing Advocates, LLC, or an affiliate of MLH to acquire the Property from IMACA for an amount not to exceed Ten Dollars (\$10) subject to the terms of the use restrictions imposed by the County under the Regulatory Agreement.

BE IT FURTHER RESOLVED, that the Board of Directors of MLH, authorizes the allocation of funds to purchase the Property and to pay such additional closing costs as may be necessary to acquire the Property.

BE IT FURTHER RESOLVED, that the Board of Directors of MLH authorizes the Executive Director of MLH or the Executive Director's designee, to execute a purchase and sale agreement that is substantially consistent with the terms presented above and authorizes the Chief Executive Officer to execute all other documents necessary to effectuate the purchase of the Property and the operation of the Property as affordable housing in accordance with the terms of the use restrictions imposed by the County under the Regulatory Agreement.



BE IT FURTHER RESOLVED, that to the extent that any actions authorized by this resolution have already been performed, such actions are ratified and approved.

SECRETARY'S CERTIFICATE

I, the undersigned, hereby certify that the foregoing is a true copy of the Resolution resolved by the Board of Directors of the above mentioned corporation at a meeting of said Board of Directors held on the aforementioned date, and that said Resolution is in full force and effect.

**APPROVED AND ADOPTED THIS 7<sup>th</sup> day of March 2022.**

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Kirk Stapp, President

ATTEST:

\_\_\_\_\_  
Patricia Robertson, Secretary



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

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## **STAFF REPORT**

Subject: Consider adoption of Resolution 2022-08 Authorizing Acquisition of Property (156 East Clarke Street, City of Bishop, CA)

Presented by: Patricia Robertson, Executive Director

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## **BACKGROUND**

This item is in response to the financial turmoil faced by IMACA.

IMACA acquired the hotel which is now the Valley Apartments in the 1980s. There is currently an outstanding loan with HCD. The project comprises 19 studio and one-bedroom apartments.

In order to maintain this multifamily project as affordable housing in the region, it is recommended that MLH acquire the project.

## **TERMS**

1. The purchase price shall be no more than \$1,100,000 and shall comprise of the assumption of debt, if approved by HCD
2. The deposit shall be \$10,000
3. The due diligence period shall extend for 120 days after the execution of the Purchase Agreement
4. The financing contingency shall extend for 365 days after the execution of the Purchase Agreement
5. Close of escrow shall occur within 60 days of the satisfaction of the financing contingency
6. The number of affordable apartments that this property will preserve is 19 studio and one-bedroom apartments

## **RECOMMENDATION**

The Board should consider adoption of Resolution 2022-08 Authorizing Acquisition of Property (156 East Clarke Street, City of Bishop, CA) to preserve transitional housing in the region.

**ATTACHMENTS**

1. Resolution 2022-08 Authorizing Acquisition of Property (156 East Clarke Street, City of Bishop, CA)

**2022-08**

**MAMMOTH LAKES HOUSING, INC.**  
**AUTHORIZING RESOLUTION**

**RE: ACQUISITION OF PROPERTY (156 East Clarke Street)**

At a duly constituted meeting of the Board of Directors (the "Board") of Mammoth Lakes Housing, Inc., a California nonprofit public benefit corporation ("MLH") held on March 7<sup>th</sup>, 2022, the following resolutions were adopted:

WHEREAS, MLH desires to form a limited liability company with MLH as the sole member and manager (the "LLC").

WHEREAS, MLH desires to form the LLC and desires to enter into any and all documents, including but not limited to, articles of organization, an operating agreement, an SS-4 form, and any other documents necessary to form and operate the LLC (the "LLC Formation Documents").

WHEREAS, in order to assist the capitalization of the LLC, MLH desires to execute a demand note in an amount MLH deems sufficient for the LLC to operate as a viable business but at a minimum in an amount equal to no less than twice the amount of any insurance deductible applicable to any insurance policy benefitting the LLC (the "Demand Note"), and/or make a capital contribution in an amount equal to no less than twice the amount of any insurance deductible applicable to any insurance policy benefitting the LLC (the "Capital Contribution"), or any combination thereof that assists in the capitalization of the LLC.

WHEREAS, MLH desires to acquire property from Inyo Mono Advocates for Community Action ("IMACA"), located at 156 East Clark Street, City of Bishop ("Property"), an existing nineteen (19) unit multifamily housing development.

WHEREAS, the acquisition of the Property is consistent with MLH's charitable mission and would further its goals to provide decent housing that is affordable to low-income and moderate-income persons.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of MLH hereby authorize the formation of the LLC and authorizes MLH to enter into the LLC Formation Documents.

BE IT FURTHER RESOLVED, that the Board of Directors of MLH authorizes MLH to execute the Demand Note and/or make the Capital Contribution, or any combination thereof.

BE IT FURTHER RESOLVED, that the Board of Directors of MLH authorize and direct the Executive Director of MLH, or her designee, to take all necessary actions, and execute any and all necessary documents on behalf of MLH and the LLC, including, but not limited to, all the documents listed and/or contemplated by this Resolution.

BE IT FURTHER RESOLVED, that the Board of Directors of MLH hereby authorizes MLH or an affiliate of MLH to acquire the Property from IMACA for the approximate amount of \$1,060,781, which represents the assumption of the outstanding mortgages and secured debt encumbering the Property, plus any interest due thereon. The Property acquisition shall include a transfer of Financial Assets held by IMACA related to the Property, including but not limited to, all escrow, operating reserve account(s), replacement reserve account(s), and any other reserve accounts.

BE IT FURTHER RESOLVED, that the Board of Directors of MLH authorizes the allocation of funds to purchase the Property and to pay such additional closing costs as may be necessary to acquire the Property.

BE IT FURTHER RESOLVED, that the Board of Directors of MLH authorizes the Executive Director of MLH or the Executive Director's designee, to execute a purchase and sale agreement that is substantially consistent with the terms presented above and authorizes the Chief Executive Officer to execute all other documents necessary to effectuate the purchase of the Property and the operation of the Property as affordable housing.

BE IT FURTHER RESOLVED, that to the extent that any actions authorized by this resolution have already been performed, such actions are ratified and approved.

SECRETARY'S CERTIFICATE

I, the undersigned, hereby certify that the foregoing is a true copy of the Resolution resolved by the Board of Directors of the above mentioned corporation at a meeting of said Board of Directors held on the aforementioned date, and that said Resolution is in full force and effect.

**APPROVED AND ADOPTED THIS 7<sup>th</sup> day of March 2022.**

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Kirk Stapp, President

ATTEST:

\_\_\_\_\_  
Patricia Robertson, Secretary



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 for a viable economy and  
 sustainable community.*

***MLH Programs Update  
 February***

1. Town of Mammoth Lakes – contract renewal
  - a. Upcoming meetings with Town Council on MLH achievements (presentation)
  - b. Contract renewal meetings
  - c. April / May joint meeting?
  - d. May / June contract execution?
  
2. Rebranding / Marketing Plan efforts
  - a. Community Survey:  
<https://docs.google.com/forms/d/e/1FAIpQLSfOFx3nRcTrcwlS2S2aLysQ6RKgjbB17IRogTYmZdliaLFlsg/viewform>
  - b. Collaboration with Looney Bean in Mammoth Lakes on \$1 off your coffee
  - c. Upcoming – work with graphic designer
  
3. Fundraising – Access Apartments
  - a. Event – April 16<sup>th</sup>
  - b. MLT collaboration on community coffee sleeve
  
4. Bridge Program
  - a. Closed escrow on 3 units
  - b. Representing Town on 2 TOML-owned unit sales
  - c. 1 unit in escrow with eligible household

DR Ownership Waitlist	Fully completed applications only		
Income Level	80% AMI	120% AMI	TOTAL Households
# of Households	4	5 (1 purchase in process)	9



5. Tenant’s Rights and Legal Aid
  - a. Represented client on Fair Housing claim with Department of Fair Employment and Housing
  - b. Collaboration with CA Indian Legal Services to host virtual legal aid hours in our office, funded through a collaborative grant application which allocated \$770,000 in the region for legal aid for tenant’s rights, for 3 years.
    - i. Office hours for virtual legal aid forthcoming – TBA
  
6. **Housing is Key** – Significant milestone in that all of the active original applications submitted by MLH staff have been reviewed and funded by Housing is Key. That is 32 of 34 original applications. Final two applicants have not been responsive to recent calls, so have either resolved their debt or must not need MLH assistance. Two of the eight recertifications submitted (second request applications) have been paid. Two more recertification request applications are pending submittal, bringing the total of all applications to 44. Total awards equal \$180,861. A few utility requests have been paid for approximately \$2,400, but overall utility assistance has been very spotty and not very helpful as it has been designated by the State as a secondary priority to paying rent.
  
7. **Local Rent Assistance** – Additional payments of \$3,450 through RCAC grant on behalf of two tenants below 50% AMI

8. **Service Data for February 2022**

	<b>Calls/Emails/Inquiries</b>	<b>Applications Dispersed</b>	<b>Applications Processed</b>
FTHB	9	3	2
Rentals	17	6	0
Rent Assistance	10	2	3
Tenant’s Rights	2		
Kitzbuhl	2	-	-

9. **Units Filled**
  - a. No vacancies, and no units filled in February.
  
10. Trainings
  - a. Housing California – April
  - b. Grounded Solutions – May
  
11. Broker’s License
  - a. Pending

12. Access Apartments
  - a. Accelerator Program – pending eligibility
  - b. Due April 8<sup>th</sup>
  
13. Project Homekey
  - a. Pending Award
  - b. Still completing due diligence
  - c. Working on PSA
  - d. Coordination with owner/attorneys/etc.



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**STAFF REPORT**

Subject: Committee Updates from various standing and ad-hoc committees  
– *information item*

Presented by: Committees

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**Governance Committee**, Standing

Kirk, President

Jennifer, Vice-President

Agnes

**Diversity, Equity, & Inclusion**, Standing

**Programs & Housing Development**, ad-hoc

Tom

Jennifer

Brian

**Marketing & Communications**, ad-hoc

Tony

Agnes

Lindsay

**Fundraising Committee**, ad-hoc

Heidi

Jennifer

Brian

Lindsay

**Workforce Housing Committee**, Chamber

Tom

**Board Nominations Committee**, ad-hoc

Heidi

Tom



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Subject:

**Board Member Reports**

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

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## **CLOSED SESSION**

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