



Marin Valley Cooperative Community Workshop

Required Policy Documents Walkthrough

April 23, 2025 5:00-7:00pm



Overall Goal

Become a resident-owned housing cooperative to provide affordability, security, self-determination, and independence now and into the future.



Current Objective

*Provide Community review of two
required Policy documents in
preparation for Membership Vote on
30 April 2025*



Workshop Agenda

1. Introductions & Meeting Ground Rules
2. Goals
3. Empowerment Resolution Review
 - Q&A
4. Technical Assistance Contract Review
 - Q&A
5. What's Next: April 30 Membership Vote



1. Introduction / Ground Rules

1. Use Restrooms as Needed (No Breaks)
2. Refrain from Sidebar Conversations
3. Turn Phones OFF
4. Q&A: Keep Questions Brief and Focused
5. Speak & Listen RESPECTFULLY!

On Time, On Topic



2. Workshop Goals

At the end of the workshop, you will:

1. Understand the Key Points of the **Empowerment Resolution** and the **TA Agreement**;
2. Be prepared to **Ratify** or **Reject** these two Policy Documents at the April 30 Membership Vote.
3. Understand the Voting Process for the April 30, 2025 Membership Meeting/Vote.



3. Empowerment Resolution

Required Document

- **WHY?**
 - Allow MVC Board to conduct business without having to procure MVC Membership votes for each action.
 - **ROC USA Capital** as our prospective lender requires that the MVC Board be able to take specific legal and financial actions to purchase the Park and to operate the Park effectively.



3. Empowerment Resolution

Required Document

- Empowers the MVC Board to undertake specific actions required by ROC USA and CCCD to purchase the Park from the City of Novato
- Must be approved by the MVC Board and ratified by the MVC Membership before the Board can take these actions
- Consists of 8 actions



3. Empowerment Resolution

Required Document Actions (ER 1)

- a) Enter into a *conditional* purchase agreement with the City of Novato, subject to Membership ratification;
- b) Execute the ROC USA Technical Assistance Agreement with CCCD;
- c) Request and accept a *pre-development* loan of up to \$75,000 at an interest rate not to exceed 7.5% from ROC USA Capital; repayment deferred until MVC acquires Park; *forgiven* if purchase fails;



4. Empowerment Resolution

Required Document (ER 2)

- d) Request, negotiate, and accept loans and grants within limits of monthly carrying charges/rents approved by the MVC Board and ratified by the MVC membership;
- e) Designate three (3) MVC Board Members authorized to sign documents associated with the financing and purchase of the Park;



4. Empowerment Resolution

Required Document (ER 3)

- f) Sign, with a minimum of two (2) Board Member signatures, all agreements, notes, and contracts associated with Park purchase;
- g) Adopt lender-required resolutions;
- h) Spend funds for required pre-development expenses: appraisal, survey, legal, infrastructure assessment, financing, etc.



Questions





4. Technical Assistance Agreement

Required Document

- **WHY?**
 - **ROC USA Capital/CCCD** require the MVC Board to work with a certified technical assistance provider (CCCD) in order to ensure long-term success as a resident owned cooperative.
 - The contract will span 10 years and will ensure that governance, skills development, financial reporting, and other requirements of self-ownership are fully met.



4. Technical Assistance Agreement

Introduction

- Establishes California Center for Cooperative Development (CCCD) as ROC USA's Certified Technical Assistance Provider (CTAP) for MVC;
- ROC USA-CCCD Purpose: support resident purchases of mobilehome communities via "Models" and "Principles;"
- If MVC organizes in a manner contrary to the "Models," TA Agreement may be canceled and eligibility for ROC USA Capital loan may be lost.



4. Technical Assistance Agreement

I. A. Technical Assistance & Training

1. **Pre-purchase** TA & Training
 - a) guidance, financial analysis, ownership purchase process
 - b) negotiations prep
 - c) assistance with finding counsel
 - d) legal templates (e.g., Bylaws, Rules & Regs, etc.)
 - e) Community Management Plan assistance
 - f) financial proposal preparation assistance
 - g) assistance w/ identifying qualified engineers/contractors
 - h) assistance with pre-purchase resident surveys
 - i) organizational development assistance



4. Technical Assistance Agreement

1. A. Technical Assistance & Training

2. **Post-purchase** TA & Training

- a) assistance with implementing Community Management Plan, etc.
- b) assistance with governance, business operations, training, annual surveys
- c) assistance with loan (and grant) compliance
- d) access to CCCD Network of other Resident Owned Communities



4. Technical Assistance Agreement

I. B. Access to Loans

- CCCD will assist MVC in making loan requests for refundable deposits and for potentially forgivable pre-development financing for due diligence and legal counsel.
- Loan requests will be made to ROC USA Capital and others.
- ROC USA Capital is a separate legal entity from ROC USA; loans are **not** guaranteed.



4. Technical Assistance Agreement

II. A. Fee Payment

1. State of California MORE program currently provides CCCD funding to provide initial TA and Training to MVC;
2. At closing, MVC will pay Pre-Purchase Servicing fee of up to 3.5% of the purchase price (likely will be lower);
3. MVC will pay CCCD a TA and Training fee of up to \$25,000 annually for the term of the Agreement, **unless** ROC USA Capital provides financing, in which case the fee is paid out of the interest paid by MVC to ROC USA Capital.



4. Technical Assistance Agreement

II. B. Long Term Success (1)

1. All **current** resident homeowners living in Park are invited to join MVC. (After Park purchase all **new** homeowners must become MVC members.)
2. Bylaws, Policies, and Community Rules will:
 - a. set Membership fee at a fixed amount;
 - b. allow existing residents to join MVC and allow payment over time, with full Membership rights;
 - c. refrain from making policies that would inhibit lower-income households from membership;
 - d. set Joining Fees (payable as a deposit toward full membership fee prior to acquisition) at \$25.



4. Technical Assistance Agreement

II. B. Long Term Success (2)

3. Incorporate MVC in conformance with ROC USA[®] Models; hold democratic elections for Board of Directors; hold democratic votes on Bylaws, Community Rules and annual budget;
4. Hold open meetings, encourage discussion, encourage Membership participation;
5. Disclose information to Members and to CCCD;
6. Establish Committees to assist with management;



4. Technical Assistance Agreement

II. B. Long Term Success (3)

7. Participate in ROC USA / CCCD training;
8. Work with CCCD to implement Community Management Plan, engage third-party professionals as needed;
9. Request and consider in good faith any offer of financing from ROC USA Capital;
10. Submit monthly financial statements, Board minutes, General Member Meeting minutes; Bylaws, Rules & Regs, changes in Directors, and annual financial reviews to CCCD;



4. Technical Assistance Agreement

II. B. Long Term Success (4)

11. Provide CCCD's and all Members' mailing addresses to ROC USA for newsletters, training events, etc.;
12. Operate MVC in accordance with ROC USA Models and MVC's Bylaws, Rules & Regs, and applicable laws.

III. Indemnification

- *CCCD indemnifies MVC if CCCD is negligent or malfeasant;*
- *MVC indemnifies CCCD if MVC is negligent or malfeasant.*



4. Technical Assistance Agreement

IV. Governing Law

- Disputes to be decided according California laws.

V. Severability

- *Each section of the TA Agreement is enforceable independently of any other section, even if any section is found to be unenforceable;*
- *If any section is found to be unenforceable, all agree to allow an appropriate Court to reform the section to produce its nearest enforceable economic equivalent.*



4. Technical Assistance Agreement

ROC USA Resident Ownership Models (1)

1. Must be a membership organization made up of Homeowners and operate on a cooperative basis:
 - to provide benefits to homeowners in the community;
 - ownership and voting equitable among all Member households; democratic governance;
 - surplus must benefit all member households equitably;
 - operated consistent with International Cooperative Principles;
2. No barriers to membership for homeowners of lesser financial means; cap on Membership fee;



4. Technical Assistance Agreement

ROC USA Resident Ownership Models (2)

3. If community is dissolved, distributions go to 501(c)3 organization for affordable housing or other appropriate non-profit organization;
4. Cooperative must control its own membership admission process, proprietary leases, and community rules;
5. No imposed resale restrictions on homes sold; funder requirements for affordability do not create different “classes” of residents; funder requirements for affordability limited to restrictions on the resale of membership share, not homes.



4. Technical Assistance Agreement

ROC USA Resident Ownership Models (3)

6. Land is owned by cooperative “in fee...”

- refers to “ fee simple ownership”
- highest form of property ownership
- owner has full rights to use, sell, or transfer land
 - with condition that if MVC liquidates, the land must go to non-profit 501(c)3 organization or land trust



All Clear?





5. MVC Member Voting Process (1)

- Attend April 30, 5:00pm meeting live or on Zoom
- 1 Vote per member household
- Vote by show of hands: Yes, No, or Abstain
- A quorum (1/3) of the membership is required to hold the vote
- Simple majority determines outcome



5. MVC Member Voting Process (2)

Zoom Attendees

- MUST sign in with full name
- Vote by using “Raise Hand” function
- Use only **one** sign-on device per household
- Refrain from voting IF other household member attends in person and votes (avoiding potential multiple votes in a single member household)



6. MVC Joining Process

Joining Agreement

- Agree to pay \$25 Joining Fee
- Acknowledge that Joining Fee is NOT full amount of the Membership Fee
- Acknowledge Joining Fee applied as credit to full Membership Fee
- Acknowledge Joining Fee is refunded if MVC fails to gain title to the Park



Where to Find This Slide Deck and Documents

Marin Valley Website / Resources / Ownership Options

<https://marinvalley.net/ownership-options/>



THANK YOU FOR ATTENDING

MVC Policy Committee

John Hansen, MVC Board

Serena Fisher

Alan Gump

Randy Keller, CCCD Technical Assistance Provider