CITY OF CARSON

PLANNING COMMISSION STAFF REPORT

PUBLIC HEARING:	May 13, 2020
SUBJECT:	Relocation Impact Report (RIR) No. 05-20
APPLICANT:	Imperial Avalon, LLC 4132 Katella Ave., #205B Los Alamitos, CA 90720
PROPERTY OWNER:	Imperial Avalon, LLC 4132 Katella Ave., #205B Los Alamitos, CA 90720
REQUEST:	Consideration of Relocation Impact Report (RIR) No. 05-20, Imperial Avalon, LLC
PROPERTY INVOLVED:	21207 S. Avalon Boulevard

COMMISSION ACTION

AYE	NO		AYE	NO	
		Chairperson Pimentel			**Palmer**
		Vice-Chair Madrigal			**Rahman**
		Cainglet			**Rashad**
		Fe'esago			**Valdez**
		Mitoma			**Alt. Diaz** **Alt. Hellerud** **Alt. Zuniga**

Item No. 6B

EXHIBIT NO. 1

I. Introduction

Applicant
Imperial Avalon, LLC
Attn.: Darren Embry
4132 Katella Ave., #205B
Los Alamitos, CA 90720

Property Owner
Imperial Avalon, LLC
4132 Katella Ave., #205B
Los Alamitos, CA 90720

II. Project Description

The applicant, Imperial Avalon, LLC, requests approval of RIR No. 05-20 to approve the proposed measures to be taken by Imperial Avalon, LLC, as owner (the "Park Owner") of Imperial Avalon Mobile Estates mobilehome park (the "Park"), to mitigate the adverse impacts of the Park's closure on the ability of Park residents to find alternative housing.

Carson Municipal Code ("CMC") Section 9128.21 (Relocation Impact Report) requires Planning Commission review of Relocation Impact Reports related to Mobilehome Park Closures.

The applicant intends to close the 228-space Park for subsequent redevelopment. The applicant has applied to the City for approval of a mixed-use development on the subject property that would include a broad selection of rental housing opportunities including senior housing along with various accommodations for senior living providing a continuum of care available on-site. However, that project is still in the early stages and is not before the Commission at this time, and approval of the proposed RIR does not include, relate to, or commit the City to that or any other potential subsequent development project or any aspect thereof.

Instead, the Commission's consideration of the RIR relates only to the determination of the impacts that closure of the Park will have on the residents to be displaced, and what measures the Park Owner will be required to take to mitigate those impacts. The Park Owner has a property right to close the Park, but under state law, the City has the authority to require the Park Owner to take steps to mitigate the adverse impacts of the closure on the ability of displaced residents to find adequate replacement housing. However, "the steps required to be taken to mitigate shall not exceed the reasonable costs of relocation." Gov't Code §65863.7(e).

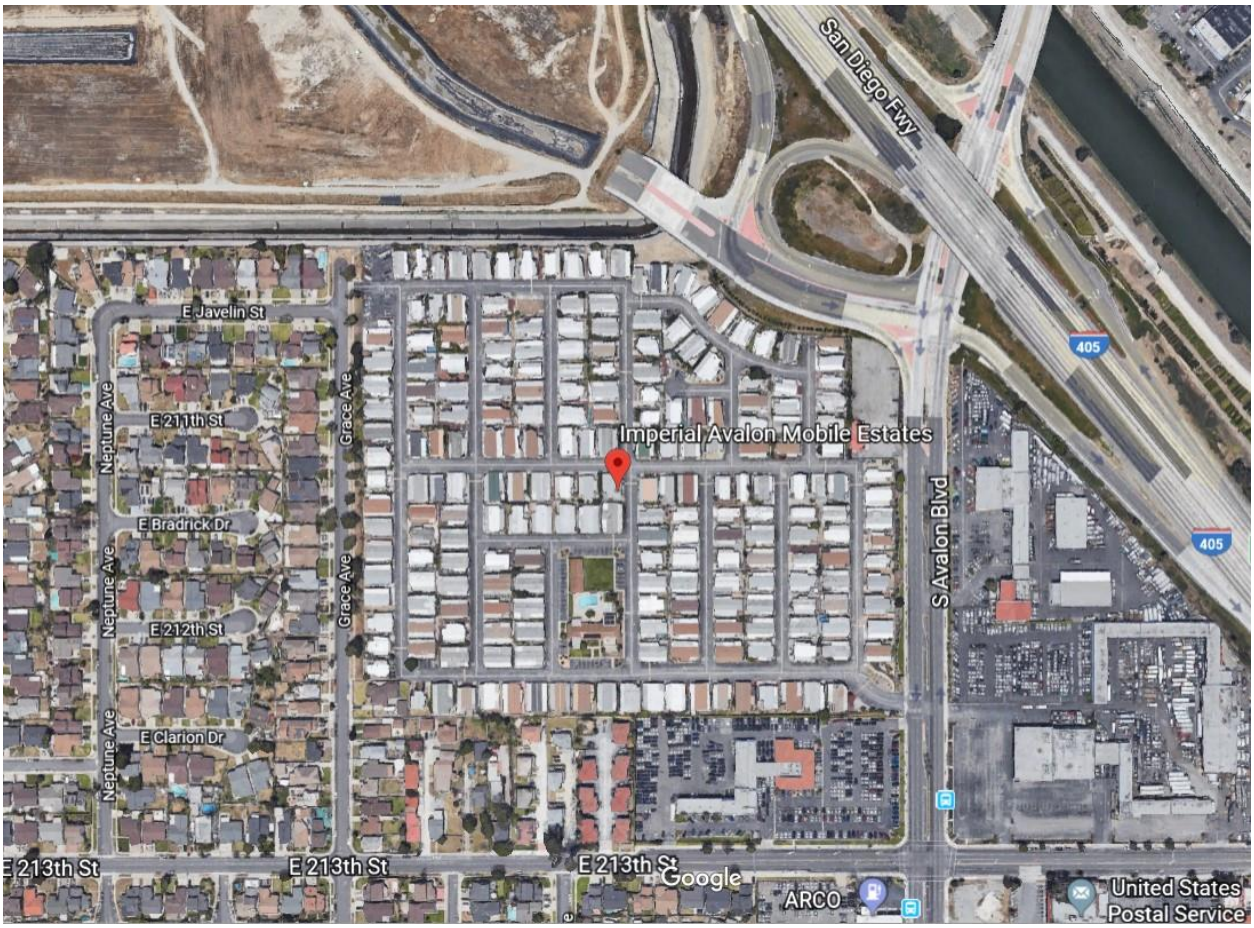
Thus, it is important to note that the Commission is not deciding whether the Park Owner "can" or "cannot" close the Park; rather, the Commission is merely deciding what steps the Park Owner must take to mitigate the adverse impacts of the Park closure on its residents in terms of assisting them in relocating to adequate housing elsewhere.

The applicant has voluntarily promised, and the proposed RIR approval is thus conditioned, that **THE PARK CLOSURE WILL NOT OCCUR UNTIL JANUARY OF 2022 AT THE EARLIEST**. This means that even if the Planning Commission approves the RIR as proposed, no Park resident will be compelled to vacate the Park until January of 2022 at the earliest.

III. Project Site and Surrounding Land Uses

The subject property site is located in the Commercial, Automotive and Residential, Multifamily (up to 8 Dwelling Units per Acre - Design Overlay) zoning districts and has designations of Regional Commercial and Low Density Residential under the Land Use Element of the General Plan. The subject property is located on the northwest corner of the intersection of E. 213th St. and S. Avalon Blvd, just southwest of the 405 freeway.

Land uses surrounding the subject property are primarily single-family detached and condominium residential uses, and commercial automobile dealership uses.



[Figure (a): Aerial photo of Imperial Avalon Mobile Estates]

The following table provides a summary of information regarding the subject property:

Site Information	
General Plan Land Use	Regional Commercial; Low Density Residential
Zone District	Commercial, Automotive; Residential, Multifamily
Site Size	1,189,739 square feet (27.31 ac)
Present Use and Development	Mobile home park – Imperial Avalon Mobile Estates
Surrounding Uses/Zoning	North: Flood channel; 157-acre former landfill site; I-405 Freeway

	South: Residential; Commercial (auto dealership) East: Commercial (auto dealership); I-405 Freeway West: Residential
Access	Ingress/Egress: S. Avalon Blvd.; Emergency/Fire-only access via Grace Ave.

IV. Analysis

Site History/Community Outreach

The subject property has been operated as a mobile home park since 1974. In mid-2019, the property was purchased by its current owner, Imperial Avalon, LLC (the "Park Owner").

The Park Owner first notified residents of its intention to close the Park via a letter dated September 20, 2019, and conducted an initial outreach meeting on October 9, 2019. The City Attorney also hosted a meeting with the residents to discuss Park closure issues and answer questions on November 4, 2019. The Park Owner thereafter conducted individual meetings and responded to inquiries as needed for a period of several months.

On or about April 4, 2020, the Park Owner sent a further letter to the Park residents providing an update on the status of the Park closure process. The Park Owner then completed its RIR application on April 8, 2020, and a notice of the public hearing before the Commission together with a copy of the RIR and relevant appraisal information was provided to the Park residents and mobilehome owners on April 10, 2020, as detailed in Section VII below.

On or about May 5, 2020, the City Attorney's office sent a letter to the Park residents' legal counsel informing them of the opportunities Park residents would have to participate in the public hearing in real-time. Specifically, in addition to the means of participation specified in the public hearing notice, the letter stated that all residents who wished to submit public comments during the hearing in real-time, as well as the residents' legal counsel and HOA president, would be invited to join the Zoom meeting to do so, whereas residents wishing to simply observe the hearing in real-time without offering public comment can do so by virtue of the fact that the hearing will be televised on the City's PEG channel and streamed live on the City's website.

Public comments submitted in advance of the posting of the Planning Commission Agenda for the relevant meeting are attached hereto as Exhibit 2.

State and Local Park Closure Laws; Authority to Require Relocation Assistance

California Government Code ("GC") Section 65863.7 provides that prior to closure or conversion of a mobile home park, the person proposing the change of use shall file a report on the impact of the closure upon the displaced residents. In determining this impact, the report shall address the availability of adequate replacement housing in mobilehome parks and relocation costs.

Pursuant to this requirement and CMC §9128.21, the Park Owner has filed the RIR. The proposed RIR details replacement housing resources at pp. 9-12 and attachments F-H. Moving costs are discussed on pp. 12, mobile home values are discussed on pp. 13 and related appraisal attachments (included in exhibit B to the proposed resolution), and impacts and proposed mitigation measures are discussed on pp. 13-19.

Also under GC §65863.7 and CMC §9128.21, the Planning Commission is to review the report, prior to any change of use, and may require, as a condition of the change, the Park Owner to take steps to mitigate any adverse impact of the closure on the ability of displaced mobilehome park residents to find adequate alternative housing. The steps required to be taken to mitigate shall not exceed the "reasonable costs of relocation." The City's park closure ordinance provides as follows:

> "In approving an RIR, the Commission may impose reasonable measures not exceeding the reasonable costs of relocation to mitigate adverse impacts created by the conversion, which may include, but not be limited to, any of the following:
>
> 1. Provision for payment of the cost of physically moving the mobile home to a new site, including tear-down and setup of mobile homes, including, but not limited to, movable improvements such as patios, carports and porches.
>
> 2. Payment of a lump sum to compensate for payment of the first and last month's rent and any security deposit at the new mobile home park.
>
> 3. Payment of a lump sum to compensate for any differential between rental rates at the closing mobile home park and the new mobile home park during the first year of the new tenancy.
>
> 4. For those mobile home residents who move to apartments or other rental housing alternatives, provision for the first and last month's rent, plus security deposit, cleaning fees, not to exceed the Fair Market Rents for new construction and substantial rehabilitation for the Los Angeles area as established by the U.S. Department of Housing and Urban Development. Mobile home households may be compensated based on the number of bedrooms in the mobile home so that a one (1) bedroom mobile home may be compensated based on a one (1) bedroom apartment, a two (2) bedroom mobile home based on a two (2) room apartment, etc.
>
> 5. For those mobile home residents who move to apartments or other rental housing alternatives, a lump sum payment to compensate for any differential between rental rates at the closing mobile home park and the rental housing alternative during the first year of tenancy. Mobile home households may be compensated based on the Fair Market Rents for new construction and substantial rehabilitation for the Los Angeles area as established by the U.S. Department of Housing and Urban Development. Mobile home households may be compensated based on the number of bedrooms in the mobile home so that a one (1) bedroom mobile home may be compensated based on a one (1) bedroom apartment, a two (2) bedroom mobile home based on a two (2) bedroom apartment, etc.
>
> 6. Provision of a replacement space within a reasonable distance of the mobile home park or trailer park.
>
> 7. A requirement that a resident whose mobile home cannot be relocated within a reasonable distance to a comparable park be compensated by a lump sum payment based upon consideration of the fair market value of the mobile home on-site, including resident improvements (i.e., landscaping, porches, carports, etc.), any mortgage

obligations of the resident on the mobile home, and the costs of purchasing a mobile home on-site in a comparable park or acquiring other comparable replacement housing.

8. A provision for setting aside a certain number of units for the residents of the park if the park is to be converted to another residential use.

The total of the mitigation measures required shall be subject to and shall not exceed the limitation in Government Code Section 65863.7 which provides: the steps required to be taken to mitigate shall not exceed the reasonable costs of relocation."

(CMC §9128.21(E)). As detailed below, the RIR proposes to provide many of the above-referenced types of relocation benefits to Park residents.

Pursuant to CMC §9128.21(E), the Commission "shall approve the RIR if it is able to make an affirmative finding that reasonable measures have been provided in an effort to mitigate the adverse impact of the conversion on the ability of the park residents to be displaced to find alternative housing." Conversely, "if the Commission does not make this finding and is unable to impose reasonable measures to mitigate the adverse impact, the Commission may disapprove the RIR. No other permit or approval shall be granted in furtherance of the proposed conversion and no change of use shall occur until and unless an RIR has been approved."

Proposed Relocation Impact Mitigation Measures

The applicant has proposed three different benefit packages based on the situations of the respective residents. A key distinction underlying the benefit package options is whether it is feasible for the resident's mobilehome to be relocated to another park within a reasonable distance (generally 50 miles). Note, however, that all residents will have access to the services of a relocation specialist to help them with all aspects of the relocation process at no charge, irrespective of which benefit package option they select.

As stated in the RIR, a survey was conducted of (i) all parks located within 30 miles, and (ii) comparable parks located between 30-50 miles, and only 13 available spaces were identified. Furthermore, generally accepted industry standards dictate that parks with available spaces will not accept coaches that are more than 5 or 10 years old, or that are not in good condition. Only 10 of the coaches in the Park meet the 10-year age criteria. Therefore, it is anticipated that no more than 10 coaches will be able to be relocated to a comparable park within a reasonable distance.

Option A

In situations where it is feasible to relocate the mobilehome and the mobile home owner has located a new location within 50 miles that will accept the coach (which as stated above is expected to be fewer than 10 coaches) the Park Owner will pay: (i) actual costs of relocation, including costs to disassemble, transport, reassemble and level the mobile home and all permitted moveable accessory structures; (ii) a lump sum to compensate for first and last month's rent and any security deposit at the new mobile home park; (iii) a lump sum to compensate for any differential between rental rate at the Park and the new mobile home park in the first year of the new tenancy; (iv) the Park Owner will provide transportation of the mobile home and disconnection and

reconnection of utilities; (v) costs of moving all personal property; (vi) up to $1,500 for necessary modifications to the mobile home to accommodate a disabled person within the replacement park, if the current mobile home has already been modified; and (vii) services of a relocation specialist.

Option B

In situations where it is not feasible to relocate a mobilehome, and the homeowner procures a replacement dwelling or rental unit, the Park Owner proposes to pay the homeowner "a lump sum payment based upon the on-site investment value of the mobile home in exchange for delivery of mobile home title to the Park Owner without any lien attached." The basis for calculation of this payment is discussed below.

As required by CMC §9128.21(C)(6), the on-site and off-site value of all resident-owned mobilehomes in the park was appraised by certified MAI-appraiser James Netzer, and that appraisal was then peer reviewed by certified MAI-appraiser James Brabant. The total appraised on-site value of the 203 resident-owned mobilehomes according to Mr. Netzer's appraisal was $13,121,820 (the appraised off-site values were naturally far lower, because they do not take into account the value of being in a rent-controlled mobilehome park, as is the case with the Park.) Mr. Brabant recommended certain adjustments to the valuations pursuant to his peer review report, and the total on-site value as adjusted by Mr. Brabant was $15,287,235, representing an increase of $2,154,415 over the Netzer valuations.

The Planning Commission has discretion to require the applicant to pay the on-site values as appraised by Mr. Netzer, or to require payment of the adjusted on-site values prepared by Mr. Brabant, to each mobilehome owner resident who selects Option B. The range of appraised on-site values for the various coaches varies widely based on their age, size, condition and other factors, and a breakdown of the number of homes falling into various valuation range increments (after Brabant adjustments) is set forth below:

Value Range	**Number of Mobile Homes**
Less than $40,000	46
$40,000-$60,000	40
$61,000-$80,000	29
$81,000-$100,000	38
$101,000-$120,000	33
$121,000 and Greater	15
Average Value: $76,160	

One key factor in determining the appraised on-site value of the respective homes was how long the resident has owned the home in the Park and thus had the benefit of the City's rent control ordinance.

According to Mr. Netzer's report, the "appraised on-site value" represents the physical value of the mobilehome sited in a "standard land-leased community" (i.e., the NADA on-site value, which takes into account the physical properties and condition of the home, a location adjustment, and the contributory value of the landscape and hardscape) PLUS the present worth of the uncaptured investment value on the tenant's "leasehold interest" resulting from the City's mobilehome space rent control ordinance, referred to as the "present worth of leasehold interest, adjusted for term of tenancy." To reach this figure, Mr. Netzer determined the monthly leasehold advantage (the difference between market rent and contract rent) and then capitalized it into a lump sum representing its "present value" by discounting the monthly leasehold advantage at an average rate of 10% (based on a presumed average annual loan interest rate of 10%) for a presumed average loan term/investment holding period of 10 years.

Mr. Brabant's review determined that Mr. Netzer's conclusions as to the average 10% discount rate and 10-year investment holding period were not well-supported, and Mr. Brabant prepared adjusted calculations using a 9% discount rate and a 15-year holding period. Under these adjusted calculations which are proposed to be used for relocation impact mitigation payment purposes by the Park Owner, residents who have owned their mobilehome in the Park for less than 15 years receive additional value within the appraised on-site value of their homes which is attributable to the unrealized investment value of their leasehold advantage. This value is lowest for residents who have lived in the park for almost 15 years, and is highest for residents who are newest to the Park. Residents who have owned their mobilehome in the Park for more than 15 years are deemed to have recaptured the full investment value of their leasehold interest, and thus do not receive credit for Present Value of Leasehold Adjusted for Term of Tenancy.

Payouts will be net of all liens and encumbrances, as title to the subject mobilehome will need to be conveyed to the Park Owner free and clear as a condition of payment. Thus, for example, if a home is valued at $100,000, but the homeowner has an outstanding mortgage principal balance of $50,000 on the home, the Park Owner will pay off the $50,000 loan and will pay the remaining $50,000 to the resident, just like in a standard home-buying process.

Additionally, this benefit package includes payment of moving costs associated with moving all personal property, services of a relocation specialist, and costs of disposal of the existing dwelling.

Option C

In situations where it is not feasible to relocate the mobile home, and the resident mobile home owner qualifies as an extremely low income, very low income, or low income household that desires to relocate to an available rental unit owned by an affiliate of the Park Owner, either within the Park property or located nearby, the Park Owner is offering to pay the homeowner a lump sum payment in the amount of thirty-percent (30%) of the on-site investment value of the mobile home (as outlined above) in exchange for (i) delivery of mobile home title to the Park Owner free of any lien and (ii) a guaranteed right to tenancy at a Park Owner-affiliated development for ten (10) years at Affordable Housing rent levels, consistent with the resident's income qualifications. Annual lease rate adjustments will be based on U.S. Department of Housing and Urban

Development (HUD) income limits in the County of Los Angeles and the related Maximum Allowable Rents Levels. This benefit package also includes payment of moving costs associated with moving all personal property, services of a relocation specialist, and costs of disposal of the existing dwelling.

The Maximum Allowable Rent Levels for affordable housing for extremely low income, very low income, and low income households in Los Angeles County are as follows:

Rent Level	**Bedroom Size**					
	0BR	**1BR**	**2BR**	**3BR**	**4BR**	**5BR**
Extremely Low (30% Area Median Income)	$384	**$439**	**$493**	**$548**	**$592**	**$636**
Very Low (50% AMI)	$640	$731	$822	$914	$987	$1,060
Low (60% AMI)	$768	$877	$987	$1,097	$1,184	$1,272

Thus, residents who cannot or do not wish to relocate their mobilehomes pursuant to Option A may use the lump sum payment under Option B for purchase of an available mobilehome in a comparable park (or other available housing of their choice) within a reasonable distance (the RIR identified 326 mobilehomes available for purchase within 50 miles of the Park, 323 of which were within 30 miles, in addition to many available apartments and condominiums). Additionally, residents who are low income and cannot afford to purchase such a mobilehome or other replacement housing will have the option of relocating into affordable housing provided by the Park Owner, in addition to receiving payment of 30% of the appraised on-site value of their mobilehome, pursuant to Option C.

Overall, the proposed benefits compare favorably with the benefits offered in the most recent mobilehome park closure that took place in the City, which was Bel Abbey Mobilehome Park. The November 2008 RIR approval resolution for Bel Abbey provided for payment of the appraised *off-site* values of the Bel Abbey homes, which ranged from $2,650 to 11,500, as well as moving/relocation costs ranging from $1,500-$5,100.

Additionally, the proposed benefits compare favorably with recent known park closures statewide. According to a “Preliminary California Mobile Home Park Closure Study” of the California Rural Legal Assistance Foundation, dated October 15, 2019, the following benefits were paid in the following known park closures within the last 21 years:

Park (City)	**Year**	**Benefits**
Audiss RVP (El Cerrito)	2016	Costs of relocation and some rent waived ($8,110 to $10,610)
Ebb Tide MHP (Newport Beach)	2015	Fixed Amount - $9,000, $14,500, or $15,700 based on MH size
Bayshore MHP and Bayair MHP (Mountain View)	2014	Off-site fair market value plus $2,000 relocation costs. Average value paid = $19,171
Magnolia (Glendora)	2014	90% of the costs of relocation or off-site value

		($12,500 to $15,300)
Anchor MHP (Costa Mesa)	2012	In-place appraised value (amount not determined/disclosed) and relocation expenses
Catalina MHP (Oceanside)	2008	Costs of relocation or 7 months free rent or MHP in Hemet owned by park owner ($1,009 - $1,321 RV's; $8,695 – $10,255 MH's)
Wagon Wheel (Oxnard)	2006	85% of cost of relocation (85% of $14,983 to $19,331) and six months free rent.
Snug Harbor – El Nino (Costa Mesa)	2004	Mobilehomes made available at no cost to the homeowner (at the park owner's discretion), or new Cavco one-bedroom MHs at affordable financing or the costs of relocating ($3,000 - $6,300 + $1,000 to seniors), but no payment for the value of the lost mobilehomes.

Procedures and Timing for Payment of Relocation Impact Mitigation Benefits

The RIR also provides certain procedures and criteria for payment of relocation benefits, and corresponding RIR conditions are included in Exhibit C to the proposed resolution. Notably: (i) to receive the lump-sum payments pursuant to Option B, residents will need to provide the Park Owner with clear title to their mobilehome; (ii) no person will be required to vacate the Park without first receiving payment of their applicable relocation benefits at least 30 days prior to vacating; (iii) while residents will be required to select their preferred benefits package and enter into a relocation agreement therefor, the form of such agreement will be subject to approval by the City Attorney; (iv) as mentioned above, no resident will be required to vacate the park prior to January 2022 at the earliest; and (v) the Park Owner will be required to issue multiple notices (an initial/early notice of RIR approval/intent to terminate tenancy followed by 6-month, 90-day, 60-day, and 30-day notices of termination of tenancy). Accordingly, the sequence of events would be as follows, assuming a January 15, 2022 Park closure date:

1. RIR is approved.
2. Within 45 days of RIR approval: Initial/early notice of RIR approval and intended post-January-2022 tenancy termination date is issued.
3. By July 15, 2021: 6-month notice of termination is issued.
4. July 15, 2021 - January 15, 2022 (or earlier at option of residents): Residents select benefit packages and enter into relocation agreements, and vacate Park if desired per voluntary agreement.
5. Mid-October, 2021: 90-day notice of termination is issued to remaining residents.
6. Mid-November, 2021: 60-day notice of termination is issued.
7. Mid-December, 2021: 30-day notice of termination is issued.
8. 30 days prior to relocation of any resident (i.e. by mid-December, 2021, at latest): Applicable relocation benefits paid, provided required conditions have been met.
9. January 15, 2022: Park closure date; any residents remaining accept applicable benefit packages and vacate the Park.

Conclusion

The Park Owner has a property right to close the Park, but pursuant to state and local park closure laws, the Park Owner is first required to submit the RIR and obtain the Commission's approval of the sufficiency of its proposed relocation impact mitigation measures. The Commission's responsibility is to determine whether the RIR proposes reasonable measures to mitigate the adverse impact of the conversion on the ability of the park residents to be displaced to find alternative housing. If it can make this finding in the affirmative, it must approve the RIR. If it cannot make this finding in the affirmative and is unable to impose reasonable measures to mitigate the adverse impact, the Commission may disapprove the RIR.

Staff recommends approval on the basis that the RIR: (i) proposes payment of the *full appraised on-site value* (as adjusted pursuant to peer review of James Brabant, MAI) of all mobilehomes that cannot feasibly relocated under Option B; (ii) offers affordable housing alternatives for low income residents under Option C; and (iii) provides other relocation impact mitigation measures which, taken collectively, in the opinion of staff, constitute "reasonable measures . . . to mitigate the adverse impact of the conversion on the ability of the park residents to be displaced to find alternative housing."

V. Zoning and General Plan Consistency

The proposed RIR does not involve any change to the existing zoning designations or General Plan land use designations.

VI. Environmental Review

The City's consideration of the proposed RIR is not subject to review under the California Environmental Quality Act (CEQA), because it does not constitute a "project" within the meaning of CEQA. (Pub. Res. Code §21065; 14 CCR §15378). Approval of the RIR does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Approval of the RIR relates only to the determination of the measures required to be taken by the applicant to mitigate the adverse impacts on Park residents who will be displaced by the closure of the Park, as authorized and required by applicable law. Additionally, approval of the RIR does not constitute "approval" of any "project" for purposes of CEQA, because the RIR is not a project, and because approval of the RIR does not commit the City to a definite course of action or foreclose options or alternatives in regard to any project intended to be carried out by any person, including the applicant, and because it does not constitute a commitment to issue or the issuance of a discretionary contract, grant, subsidy, loan, or other form of financial assistance, lease, permit, license, certificate, or other entitlement for use of a project (14 CCR §15352).

VII. Public Notice

Notice of the public hearing and a copy of the RIR was mailed to all residents and mobile home owners of the Park via certified mail on April 10, 2020, in accordance with Carson Municipal Code Section 9128.21 and California Government Code Section 65863.7. The applicant verified that all Park residents and mobilehome owners received these documents and were therefore notified on the proposed hearing, in accordance

with California Government Code Section 65863.8. The meeting agenda was posted on the City's website and at City Hall no less than 72 hours prior to the Planning Commission meeting.

VIII. Recommendation

That the Planning Commission:

- **ADOPT** Resolution No. 20-2695, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON APPROVING RELOCATION IMPACT REPORT NO. 05-20 FOR MITIGATION OF RELOCATION IMPACTS OF CLOSURE OF IMPERIAL AVALON MOBILE ESTATES"

IX. Exhibits

1. Draft Resolution
   A. Legal Description
   B. RIR
   C. RIR Conditions
2. Public Comments

Prepared by: Saied Naaseh, Community Development Director; Alvie Betancourt, Planning Manager

CITY OF CARSON

PLANNING COMMISSION

RESOLUTION NO. 20-2695

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON APPROVING RELOCATION IMPACT REPORT NO. 05-20 FOR MITIGATION OF RELOCATION IMPACTS OF CLOSURE OF IMPERIAL AVALON MOBILE ESTATES

WHEREAS, on March 26, 2020, the Department of Community Development received an application from Imperial Avalon, LLC for real property owned by Imperial Avalon, LLC ("Park Owner") located at 21207 S. Avalon Blvd. and legally described in Exhibit "A" attached hereto, which is currently in operation as a mobilehome park known as Imperial Avalon Mobile Estates (the "Park"), requesting approval of Relocation Impact Report No. 05-20 ("RIR"), a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference, to determine relocation impacts and relocation impact mitigation measures related to the applicant's proposed closure of the Park; and

WHEREAS, the application was accepted as complete by the Director of Community Development ("Director") on April 8, 2020; and

WHEREAS, on April 10, 2020, in accordance with Carson Municipal Code Section 9128.21(D), the Director mailed a copy of the RIR and related appraisal documentation via certified mail to all residents of the Park and all nonresident owners of mobile homes in the Park, and gave notice by certified mail to the applicant, the residents, and any nonresident owners of mobile homes in the Park of the date, time and place for hearing of the application by the City's Planning Commission on May 13, 2020; and

WHEREAS, studies and investigations were made and a staff report with recommendations was submitted, and the Planning Commission, upon giving the required notice, did on the 13th day May, 2020, conduct a duly noticed public hearing as required by law to consider the RIR.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF CARSON, CALIFORNIA, HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The Planning Commission finds that the foregoing recitals are true and correct, and are incorporated herein by reference as findings of fact.

SECTION 2. Upon review of the RIR and consideration of the written and oral evidence received at the hearing, the Planning Commission further finds as follows:

a) Pursuant to Government Code Section 65863.8, the applicant has satisfactorily verified and demonstrated to the City that all Park residents and mobilehome owners have been notified of the proposed Park closure and the Planning Commission's hearing on the RIR in the manner prescribed by law or local regulation, including Carson Municipal Code Section 9128.21(D).

b) As required by Carson Municipal Code Section 9128.21(C)(6), the on-site and off-site value of each of the mobilehomes in the Park have been appraised. The appraisal was conducted by certified appraiser James Netzer, MAI, and his appraisal report, which was filed with the City in connection with the RIR, is available at https://tinyurl.com/y76e7mdr, and is incorporated herein by reference. Mr. Netzer's valuation conclusions were peer reviewed, and proposed adjustments were calculated, by certified appraiser James Brabant, MAI. Mr. Brabant's peer review report is available at https://tinyurl.com/ya33el49, and is incorporated herein by reference, and his summaries/special calculations are available at https://tinyurl.com/y9xtkh6f, and are incorporated herein by reference.

c) With the adjusted on-site appraisal valuation figures prepared by Mr. Brabant included within the proposed payments pursuant to Option B (as detailed below), the RIR provides reasonable measures to mitigate the adverse impact of the Park closure on the ability of the Park residents to be displaced to find alternative housing. Without limitation, the RIR provides for applicant to take the following measures to mitigate the adverse impacts on the Park residents to be displaced by the Park closure:

1. (Option A) In situations *where it is feasible to relocate a mobile home* to a comparable park within a reasonable distance and the mobile home owner (with the assistance of the relocation specialist provided by applicant) has located a new location that will accept the coach, mitigation shall be provided as follows:

   A. Reimbursement of the actual cost to relocate the mobile home, including without limitation, to disassemble, transport, reassemble and level the mobile home and all permitted moveable accessory structures (awnings, skirting, porches, carports, storage structures, skirting, etc.) to another mobile home park within 50 miles of the Park;

   B. Payment of a lump sum to compensate for first and last month's rent and any security deposit at the new mobile home park;

   C. Payment of a lump sum to compensate for any differential between rental rate at the Park and the new mobile home park in the first year of the new tenancy;

   D. Transportation of the mobile home will be provided by a licensed, bonded and insured mover, who will disconnect and reconnect all utilities and obtain all required permits;

   E. Payment of moving costs associated with moving all personal property, allowance to be determined based on the most current federal fixed move schedule for the state of California and the size of the displacement dwelling and/or professional mover bids;

   F. Payment up to $1,500 for necessary modifications to the mobile home to accommodate a disabled person within the replacement park, if the current mobile home has already been modified;

   G. Services of a relocation specialist to assist mobile home owners through aspects of the relocation.

2. (Option B) In situations *where it is not feasible to relocate the mobile home* to a comparable park within a reasonable distance, and the mobile home owner procures/acquires a replacement dwelling or rental unit, mitigation shall be provided as follows to every resident who selects this option:

A. Lump sum payment to the mobile home owner by the Park Owner in the amount of the appraised on-site investment value of the mobile home (as appraised by James Netzer, MAI, with adjustments pursuant to peer review by James Brabant, MAI, as set forth in the table found in the Brabant appraisal documentation linked in Section 2(b), above), in exchange for delivery of mobile home title to the Park Owner without any lien attached. A breakdown of the number of homes falling into the respective valuation ranges is set forth in the following table:

Value Range	**Number of Mobile Homes**
Less than $40,000	46
$40,000-$60,000	40
$61,000-$80,000	29
$81,000-$100,000	38
$101,000-$120,000	33
$121,000 and Greater	15
Average Value: $76,160	

B. Payment of moving costs associated with moving all personal property, allowance to be determined based on the most current federal fixed move schedule for the state of California and the size of the displacement dwelling and/or professional mover bids;

C. Services of a relocation specialist to assist residents through aspects of the relocation; and

D. The Park Owner will pay for the cost of disposing of the dwelling unless an existing lien was placed on coach after September 21, 2019, or should a pre-September 2019 loan be in default.

3. (Option C) In situations *where it is not feasible to relocate the mobile home to a comparable park within a reasonable distance, and the resident mobile home owner qualifies as an extremely low income, very low income, or low income household* that desires to relocate to an available rental unit owned by an affiliate of the Park Owner, either within the Park property or located nearby, mitigation will be provided by the Park Owner as follows, to each and every mobile home owner who so qualifies and who selects this option:

   A. Lump sum payment to the mobile home owner by the Park Owner based upon thirty-percent (30%) of the appraised on-site investment value (as appraised by James Netzer, MAI, with adjustments pursuant to peer review by James Brabant, MAI, as set forth in the table found in the Brabant appraisal documentation linked in Section 2(b), above) of the mobile home in exchange for (i) delivery of mobile home title to the Park Owner free of any lien or other encumbrance, and (ii) guaranteed future tenancy as described below;

B. Guaranteed right to tenancy at Park Owner-affiliated development for ten (10) years at Affordable Housing rent levels, consistent with the resident's income qualifications. Annual lease rate adjustments will be based on U.S. Department of Housing and Urban Development (HUD) income limits in the County of Los Angeles and the related Maximum Allowable Rents Levels. Lease mitigation is available/payable solely to the resident registered owner of the mobilehome at the time of the agreement;

C. Payment of moving costs associated with moving all personal property, allowance to be determined based on the most current federal fixed move schedule for the state of California and the size of the displacement dwelling and/or professional mover bids;

D. Services of a relocation specialist to assist residents through aspects of the relocation; and

E. The Park Owner will pay for the cost of disposing of the dwelling.

4. For tenants of Park-owned mobilehomes, the Park Owner shall pay the renter a fixed payment based on the federal fixed move schedule for the State of California to assist the renter with moving their personal property to a replacement dwelling provided the renter and all other occupants of the mobilehome permanently vacate the Park.

5. Where services of a relocation specialist are to be provided as set forth herein, a relocation specialist shall be made available to assist mobilehome owner residents with their relocation assistance needs, up to 12 hours per household or more as may be granted by the Park Owner, which shall include the following:

A. Be available to provide an explanation of benefits, so residents have a full understanding of the issues related to the closure of the mobile home park;

B. Provide assistance as needed and requested to lessen hardships by working with real estate agents, property managers, lenders, health care providers and others;

C. Search for available replacement dwellings within and outside of Carson or in the area desired by the resident;

D. Provide assistance in claiming relocation assistance funds from the Park Owner; and

E. Other individual assistance that may be required on a case-by-case basis.

d) The RIR addresses the availability of adequate replacement housing in mobilehome parks. The RIR also addresses relocation costs, including the costs of moving a mobilehome and purchasing an available mobilehome in another park or other available housing.

e) In preparation of the RIR, the applicant, with assistance from Overland, Pacific & Cutler, Inc., conducted a survey of all mobilehome parks within a 30 mile radius of the Park, and all comparable mobilehome parks within a 50 mile radius of the Park, and identified 13 available spaces that may potentially accept mobilehomes from the Park. The RIR also asserted that according to generally accepted standards and practices among mobile home park operators, a park will only consider accepting mobilehomes that are less than 10 years old and in good condition. Only 10 of the

existing mobilehomes in the Park meet this 10-year age standard, regardless of condition. Therefore, based on the limited availability of spaces in other parks in the vicinity and the limited number of sufficiently new mobilehomes in the Park, it is expected that only a very limited number of mobilehomes in the Park (10 or fewer) may be feasibly relocated to a comparable mobilehome park within a 50-mile radius of the Park. Therefore, it is anticipated that the vast majority of mobilehome owner residents of the Park will ultimately select and be provided with relocation benefits in accordance with either Options B or C. Additionally, even Park residents who qualify for Option A will have the opportunity to select Options B or C if they prefer.

f) The RIR identified 326 mobilehomes available for purchase within 50 miles of the Park (323 of which were within 30 miles), with purchase prices as low as $15,250, in addition to many available apartments and condominiums. Residents who cannot feasibly relocate their mobilehome and who select benefit Option B in the RIR will be able to use their lump sum payment to purchase such available housing. Residents who are low income and cannot afford to purchase such available housing will have the option of relocating into affordable housing provided by the Park Owner, in addition to receiving payment of 30% of the appraised adjusted on-site value of their mobilehome, pursuant to Option C.

g) The total of the relocation impact mitigation measures proposed in the RIR and required pursuant to this Resolution does not exceed the "reasonable costs of relocation" for purposes of Government Code Section 65863.7 and Carson Municipal Code Section 9128.21.

SECTION 3. The Planning Commission further finds that approval of the RIR is not subject to review under the California Environmental Quality Act ("CEQA") because the RIR does not constitute a "project" within the meaning of CEQA. (Pub. Res. Code §21065; 14 CCR §15378). Approval of the RIR does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Approval of the RIR relates only to the determination of the measures required to be taken by the applicant to mitigate the adverse impacts on Park residents who will be displaced by the closure of the Park, as authorized and required by applicable law. Additionally, approval of the RIR does not constitute "approval" of any "project" for purposes of CEQA, because the RIR is not a project, and because approval of the RIR does not commit the City to a definite course of action or foreclose options or alternatives in regard to any project intended to be carried out by any person, including the applicant, and because it does not constitute a commitment to issue or the issuance of a discretionary contract, grant, subsidy, loan, or other form of financial assistance, lease, permit, license, certificate, or other entitlement for use of a project (14 CCR §15352).

SECTION 4. The Planning Commission of the City of Carson, pursuant to the findings noted above, does hereby approve RIR No. 05-20, attached hereto as Exhibit "B," subject to the RIR Conditions attached hereto as Exhibit "C." The RIR approval pursuant to this section shall expire, and the RIR as approved pursuant hereto shall become automatically null and void, if the conversion of the Park has not occurred within 48 months of the effective date of approval of the RIR as set forth in Section 5 of this Resolution, unless extended as provided in Carson Municipal Code Section 9128.21(I)(2).

SECTION 5. This decision of the Planning Commission shall become effective and final 15 days after the date of adoption of this Resolution unless an appeal is filed in accordance with Sections 9128.21(F) and 9173.4 of the Zoning Ordinance.

SECTION 6. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

PASSED, APPROVED and **ADOPTED** this 13th day of May, 2020.

CHAIRPERSON

ATTEST:

SECRETARY

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CARSON IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 1 OF TRACT NO. 71206, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1400, PAGES 1 TO 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM PORTIONS OF SAID LAND ALL MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, AS EXCEPTED IN DEED RECORDED DECEMBER 08, 1960 AS INSTRUMENT NO. 1520 OFFICIAL RECORDS, AND IN DEED RECORDED MAY 18, 1959 AS INSTRUMENT NO. 590 OFFICIAL RECORDS.

APN: 7337-001-025, -026, -027, -028, -029

EXHIBIT "B"

RELOCATION IMPACT REPORT NO. 05-20

Available at https://tinyurl.com/yavtu8nt and on-file with the City's Community Development Department.

EXHIBIT "C"

CONDITIONS OF RIR NO. 05-20

1. The property owner and applicant shall execute and record a certificate of acceptance of these conditions within 30 days of the date of adoption of the Planning Commission Resolution No. 20-2695 (the "Resolution"), Approving RIR No. 05-20 (the "RIR").

2. The property owner and applicant, and their successors and assigns ("Park Owner") shall comply with all applicable state and local laws and regulations, and these conditions, in connection with implementation of the RIR, including with respect to all required relocation impact mitigation measures.

3. Any proceeding for revocation of the RIR shall be initiated and conducted in accordance with Carson Municipal Code ("CMC") Section 9128.21(I)(3).

4. Any modification of these conditions, including additions or deletions, may be considered upon filing of an application by the owner of the subject property or his/her authorized representative in accordance with CMC Section 9173.1. Notwithstanding the foregoing, any modification of relocation impact mitigation measures subsequent to adoption of the Resolution shall be processed in accordance with CMC Section 9128.21(G).

5. If any of these conditions alters a commitment made by the Park Owner in another document, the conditions enumerated herein shall take precedence unless superseded by a Development Agreement, which shall govern over any conflicting provisions of any other approval.

6. All approvals by City, unless otherwise specified, shall be by the department head of the department requiring the condition. Unless otherwise specified herein, all agreements, deposits and other documents required herein where City is a party shall be in a form approved by the City Attorney. The Park Owner shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to the Reimbursement Agreement entered into between the City and Park Owner dated December 16, 2019.

7. Park Owner, and each of them, for themselves and their successors in interest ("Indemnitors"), agree to defend, indemnify and hold harmless the City of Carson, its agents, officers, and employees, and each of them ("Indemnitees"), from and against any and all claims, liabilities, damages, losses, costs, fees, expenses, penalties, errors, omissions, forfeitures, actions, and proceedings (collectively, "Claims") against Indemnitees to attack, set aside, void, or annul the RIR approval that is the subject of these conditions, and any Claims against Indemnitees which are in any way related to Indemnitees' review of or decision upon the RIR (including without limitation any Claims related to any finding, determination, or claim of exemption made by Indemnitees pursuant to the requirements of the California Environmental Quality Act), and any Claims against Indemnitees which are in any way related to any damage or harm to people or property, real or personal, arising from consideration or approval of the RIR or Indemnitors' operations related thereto or in furtherance thereof. The City will promptly notify Indemnitors of any such claim, action or proceeding against Indemnitees, and, at the option of the City, Indemnitors shall either undertake the defense of the matter or pay Indemnitees' associated legal costs, or shall advance funds assessed by the City to pay for the defense of the matter by the City Attorney. In the event the City opts for Indemnitors to undertake defense of the matter, the City will cooperate reasonably in the defense, but retains the right to settle or abandon the matter subject to Indemnitors' consent, which consent shall not be unreasonably withheld. In the event the City undertakes defense of the matter, Indemnitors shall provide a deposit to the City in the amount of 20% of the City's estimate, in its reasonable discretion, of the cost of litigation, and shall make additional deposits as requested by the City to keep the deposit at such level. If Indemnitors fail to provide or maintain the deposit, Indemnitees may abandon defense of the

action and Indemnitors shall pay all costs resulting therefrom and Indemnitees shall have no liability to Indemnitors.

8. Pursuant to the voluntary promise of Park Owner to the City and the Park residents, the Park Owner shall not commence closure of the Park (including not compelling any resident to vacate the Park) until January 1, 2022, at earliest.

9. Park Owner shall perform the relocation impact mitigation measures set forth in the RIR, as approved pursuant to the Resolution, in accordance with the procedures, terms, conditions and requirements set forth in the RIR as approved by City, including in accordance with these conditions. The required relocation impact mitigation measures include but are not limited to the following:

a. (Option A) In situations where it is feasible to relocate a mobile home to a comparable park within a reasonable distance, and the mobile home owner (with the assistance of the relocation specialist as needed) has located a new location that will accept the coach, mitigation shall be provided as follows:

   i. Reimbursement of the actual cost to relocate the mobile home, including without limitation, to disassemble, transport, reassemble and level the mobile home and all permitted moveable accessory structures (awnings, skirting, porches, carports, storage structures, skirting, etc.) to another mobile home park within 50 miles of the Park;
   ii. Payment of a lump sum to compensate for first and last month's rent and any security deposit at the new mobile home park;
   iii. Payment of a lump sum to compensate for any differential between rental rate at the Park and the new mobile home park in the first year of the new tenancy;
   iv. Transportation of the mobile home will be provided by a licensed, bonded and insured mover, who will disconnect and reconnect all utilities and obtain all required permits;
   v. Payment of moving costs associated with moving all personal property, allowance to be determined based on the most current federal fixed move schedule for the state of California and the size of the displacement dwelling and/or professional mover bids;
   vi. Payment up to $1,500 for necessary modifications to the mobile home to accommodate a disabled person within the replacement park, if the current mobile home has already been modified;
   vii. Services of a relocation specialist to assist mobile home owners through aspects of the relocation.

   Notwithstanding the foregoing or any other provision of these conditions, qualification for Option A will not preclude any resident from selecting Option B or C if he or she prefers such other option, subject to satisfaction of applicable low income requirements for Option C.

b. (Option B) In situations where it is not feasible to relocate the mobile home to a comparable park within a reasonable distance, and the mobile home owner procures/acquires a replacement dwelling or rental unit, mitigation shall be provided as follows:

   i. Lump sum payment to the mobile home owner by the Park Owner in the amount of the appraised on-site value of the mobile home (as appraised by James Netzer, MAI, and as adjusted pursuant to peer review by James Brabant, MAI, as set forth in his appraisal review report available at https://tinyurl.com/ya33el49) (pp. 12-15, right-most column, entitled "Adjusted On-Site Value [Rounded]"), in exchange for delivery of mobile home title to the Park Owner without any lien attached. Payments made to

residents will be net of sums required to pay off existing liens and encumbrances on the subject mobilehome.

ii. Payment of moving costs associated with moving all personal property, allowance to be determined based on the most current federal fixed move schedule for the state of California and the size of the displacement dwelling and/or professional mover bids;

iii. Services of a relocation specialist to assist residents through aspects of the relocation; and

iv. The Park Owner will pay for the cost of disposing of the dwelling unless an existing lien was placed on coach after September 21, 2019, or should a pre-September 2019 loan be in default.

c. (Option C) In situations where it is not feasible to relocate the mobile home to a comparable park within a reasonable distance, and the resident mobile home owner qualifies as an extremely low income, very low income, or low income household that desires to relocate to an available rental unit owned by an affiliate of the Park Owner, either within the Park property or located nearby, mitigation will be provided by the Park Owner as follows, to each and every mobile home owner who so qualifies and who selects this option:

i. Lump sum payment to the mobile home owner by the Park Owner based upon thirty-percent (30%) of the appraised on-site value of the mobile home (as appraised by James Netzer, MAI, and as adjusted pursuant to peer review by James Brabant, MAI, as set forth in his appraisal review report available at https://tinyurl.com/ya33el49) (pp. 12-15, right-most column, entitled "Adjusted On-Site Value [Rounded]") in exchange for (i) delivery of mobile home title to the Park Owner free of any lien or other encumbrance, and (ii) guaranteed future tenancy as described below;

ii. Guaranteed right to tenancy at Park owner-affiliated development for ten (10) years at Affordable Housing rent levels, consistent with the resident's income qualifications. Annual lease rate adjustments will be based on U.S. Department of Housing and Urban Development (HUD) income limits in the County of Los Angeles and the related Maximum Allowable Rents Levels. Lease mitigation is available/payable solely to the resident registered owner of the mobilehome at the time of the agreement;

iii. Payment of moving costs associated with moving all personal property, allowance to be determined based on the most current federal fixed move schedule for the state of California and the size of the displacement dwelling and/or professional mover bids;

iv. Services of a relocation specialist to assist residents through aspects of the relocation; and

v. The Park Owner will pay for the cost of disposing of the dwelling.

d. For non-resident owners of mobilehomes, if the dwelling in non-relocatable, such owners may be eligible to only receive payment for the dwelling based on the off-site value, or payment for relocation of the dwelling, subject to individual negotiation and clarification of mobile home title and verification of residence in the park. In consideration of Park rules which prohibit mobile home owners from subleasing to non-owner residents, any issues or conflicting information concerning mobile home ownership, violation of any Park rules, and verification of residence in the Park must be provided prior to any mitigation payment being provided.

e. For tenants of Park-owned mobilehomes, the Park Owner shall pay the renter a fixed payment based on the federal fixed move schedule for the State of California to assist the renter with moving their personal property to a replacement dwelling provided the renter and all other occupants of the mobilehome permanently vacate the Park.

f. Where services of a relocation specialist are to be provided as set forth herein, a relocation specialist shall be made available to assist mobilehome owner residents with their relocation assistance needs, up to 12 hours per household or more as may be granted by the Park Owner, which shall include the following:

i. Be available to provide an explanation of benefits, so residents have a full understanding of the issues related to the closure of the mobile home park;
ii. Provide assistance as needed and requested to lessen hardships by working with real estate agents, property managers, lenders, health care providers and others;
iii. Search for available replacement dwellings within and outside of Carson or in the area desired by the resident;
iv. Provide assistance in claiming relocation assistance funds from the Park Owner; and
v. Other individual assistance that may be required on a case-by-case basis.

10. Procedures for claiming of benefits and other relocation plan logistics not addressed in these conditions shall be as stated in the RIR (see pp. 19-22). In the event of any ambiguity or uncertainty, the relocation specialist will work with the affected resident(s) to resolve the issue in a mutually agreeable fashion, and any such issues that cannot be resolved between the relocation specialist and the resident(s) shall be subject to final determination by the Director.

11. Pursuant to CMC Section 9128.21(H), within 45 days of the date of adoption of the Resolution, Park Owner shall send an initial/early notice to all Park residents and mobilehome owners referencing approval of the RIR and specifying the intended date of termination of the respective tenancies, which date shall be no earlier than January 1, 2022. Park Owner shall then provide further notices to Park residents and mobilehome owners as follows: (i) a 180-day (6 month) notice of termination; (ii) a 90-day notice of termination; (iii) a 60-day notice of termination; and (iv) a 30-day notice of termination. All such notices shall be sent via certified mail or personally delivered to all intended recipients on or before commencement of the respective notice periods in relation to the anticipated date of Park closure, which shall be no earlier than January 1, 2022.

12. Park residents may be required to select in writing their choice of a relocation impact mitigation assistance package option (e.g., Option A, B, or C) after final approval of the RIR has become effective and the resident receives the required 6-month notice of termination of tenancy. If a Park resident has failed or refused to select a relocation assistance option by the Park closure date (which shall be no earlier than January 1, 2022), the following relocation assistance packages shall be automatically applied: (i) in situations where it is feasible to relocate the mobilehome to a comparable mobilehome park within 50 miles of the Park - Option A; (ii) in situations where it is not feasible to relocate the mobilehome to a comparable mobilehome park within 50 miles of the Park, and the resident does not constitute a low, very low, or extremely low income household – Option B; (iii) in situations where it is not feasible to relocate the mobilehome to a comparable mobilehome park within 50 miles of the Park, and the resident constitutes a low, very low, or extremely low income household – Option C.

13. The determination of whether it is feasible to relocate a mobilehome, for purposes of determining qualification for Option A, is to be determined by the relocation specialist in accordance with the RIR and the language of CMC Section 9128.21(E)(7) (i.e., "a mobilehome [that] cannot be relocated within a reasonable distance to a comparable park"), and is subject to final approval of the Director in the event a mobile home owner disputes the determination of the relocation specialist. "Within a reasonable distance," for purposes of this determination, shall mean and be interpreted as "within 50 miles" unless a resident agrees to a greater distance.

14. Any relocation impact mitigation payments by the Park Owner may be conditioned as provided in the RIR (as approved by the City), including being conditioned on the completion of actual arrangements to move a mobile home and improvements, or the rental/purchase of

replacement housing (except the Park Owner may agree to advance funds for this purpose), the sale of the existing mobile home to the Park Owner, and upon the resident agreeing to permanently vacate the Park on a date certain. The Park Owner may also require residents to enter into a relocation agreement which specifies the resident-selected relocation benefits in accordance with the RIR as approved by the City, and as mutually agreed upon. The Park Owner will take into consideration individual circumstances of documented hardship to provide additional relief, at the sole discretion of the Park Owner. All relocation agreements entered into between the Park Owner and Park residents shall in a form that is subject to approval by the City Attorney.

15. Unless otherwise expressly provided in the applicable relocation assistance mitigation measure, all relocation impact mitigation measures provided for in the RIR (as approved by City) shall be fully performed as to each Park resident at least 30 days prior to the earlier of (i) the move-out date mutually agreed upon by and between the Park resident and the Park owner in a relocation agreement, and (2) the Park closure date, provided that in either event, all applicable conditions to payment of relocation assistance set forth in the approved RIR shall have been satisfied prior to the resident being entitled to payment. No resident shall be required to vacate a space in the Park unless Park Owner is in full compliance with all relocation impact mitigation measures imposed pertaining to such resident, and has otherwise fulfilled the notice requirements of the California Mobile Home Residency Law relating to "Termination of Tenancy," including California Civil Code Sections 798.56 and 798.57, and the notice required in CMC Sections 4700 through 4709 to the extent applicable.

From: PEGGY ANDERSON [mailto:pander2647@aol.com]
Sent: Tuesday, May 5, 2020 1:02 PM
To: To: ARobles@carson.ca.us <arobles@carson.ca.us>; JDear@carson.ca.us <jdear@carson.ca.us>; LHolmes@carson.ca.us <lholmes@carson.ca.us>; JHilton@carson.ca.us <jhilton@carson.ca.us>; CHicks@carson.ca.us <chicks@carson.ca.us>; cityclerk@carson.ca.us <cityclerk@carson.ca.us>; SLLanders@carson.ca.us <sllanders@carson.ca.us>; Saied Naaseh <snaaseh@carson.ca.us>; ssoltani@awattorneys.com <ssoltani@awattorneys.com>
Subject: Imperial Avalon, LLC - Park Closure Hearing

May 5, 2020

As a resident of Imperial Avalon LLC, I do have issues. I have placed telephone calls and/or email to councilwoman, Ms. Davis-Holmes, James Dear, and attorney Sunny Soltani but had received no response. The biggest issue is the date of the May 13, 2020 hearing, during the time out State Governor has declared a Stay-at-Home period due to the coronavirus.

At a meeting I personally attended on October 1, 2019, with City of Carson personnel and at which time the representatives of the new park owner, Faring Capital were present prior to their appearance at a City Council meeting, we were told that the new owners wound go above and beyond what the City required in the Park Closure Ordinance. We were expecting fair market values for our coaches. At a subsequent meeting at the Community Center, we were told that the City Council members were going to protect the mobile home park residents through the entire process.

The park owner, Faring Capital, had retained as appraiser, James Netzer, whose agents spent less than eight minutes looking at my coach on November 14, 2019. Prior to that, the residents completed a Questionnaire from OPC which asked about upgrades to our coaches. We were told at a meeting that the City of Carson had retained, James Brabant, a very familiar, respected and renowned appraiser for a second appraisal of our property. As it turned out, Mr. Brabant did a peer review of Mr. Netzer's appraisals and concurred with those appraisals. In his report, Mr. Brabant stated he did not have access to the OPC reports that provided detailed information on upgrades to our coaches.

Some residents in our park had obtained their own private appraisal which was double or considerably higher than that by Mr. Netzer and agreed to by Mr. Brabant. A real injustice has been done to the residents of Imperial Avalon. Where are these 80 and 90-year-olds going to get loans for new mobilehomes or living accommodations? How many banks or lending institutions will loan to an individual who has been retired for 15 years or more? What about our final years in a convalescent home or care facility that we have been megerly saving for so as not to be a burden to our children or grandchildren? In fact, it was hoped that our heirs would have inherited our coach with no mortgage and perhaps purchase a little something to remember us by.

We are finding that the City coffers are more valuable that the City residents. The amounts offered us for our homes is despicable! To think that City retained appraiser actually offered me $270.00 more than the low biding Netzer appraiser, will definitely make local living out of the question. At our age and with out health conditions, we have been left to fend on our own, even after all the talk about the City being on our side and working with us. Shameful! Where does one by a decent two bedroom, two bath, and den coach in this comparable area for $69.000.00?

Peggy and Rudy Anderson (Residents)
21207 Avalon Boulevard #129
Carson, CA 90745

EXHIBIT NO. 2

To the Staff and the Planning Commission,

Re; Imperial Avalon Mobile Estates Park Closure

First, I'd like to state that I strongly object to the on-line hearing format for this matter. A large number of park residents do not have a computer or the internet. Due to Covid-19 restrictions we have been unable to meet as a group to discuss anything and we can't meet with our Legal Council. Our Attorney's asked everyone in power for a postponement and heard nothing back as of this writing. On October 1, 2019, Mayor Robles promised the park residents "due process". Where is the due process when half of those affected can't participate?

Mobile home owners could have purchased a mobile home in any park in any city. Outside of Carson, we could have paid less for an identical home but paid a higher space rent and had only the protection of the state's Mobile Home Residency Law (MRL). We **chose** to buy and live in Carson where **we paid considerably more** for our homes but less in space rent each month and for the protection of the City's Mobile Home Rent Control Ordinance.

I've read in staff reports from other park closures in Carson (Dominguez Trail & Bel Abbey) that the City's Rent Control Ordinance **may** have a tendency to increase the fair market value of our homes (based on comp sales) but the Staff Report doesn't respond to that by saying no evidence has ever been provided to prove it. I am providing screen shots taken April 25, 2020 from the website mhvillage.com, a national resource for mobile home sales and rentals. The screenshots are of homes comparable to those in my park including my own home and show homes for sale in Carson and outside Carson. Pages A, B & C are homes in Carson with rent control; Pages D & E are homes in non-rent control cities. This might not be considered the acceptable form of evidence but does show that there is a considerable price difference between mobile homes in Carson versus other local communities. I also ask you to read page 10 of the Closure Impact Report, Section B, second paragraph **"An additional reason homes in those parks are priced higher is if they are in a rent-controlled City, because lower rents create high home prices."** The Applicant's own report acknowledges the fact that the value of a mobile home on-site in Carson is higher than it is in another city because of its rent control ordinance.

Carson Municipal Code (CMC) 9128.21 C 6 regarding on-site and off-site home appraisals is not clear leaving the wording open to several interpretations and opinions. It does not specify the scope or boundaries of the appraisal, the calculation methodology to be used or the type or number of data sources to be utilized in determining value.

Most appraisals take about an hour to complete. The appraiser will usually then use of several sources to gather data and do research to calculate the appraisal value. A park resident had a private appraisal done on their home on 09/24/2019. That appraisal took an hour and referenced several data sources to determine a site value, cost approach value and fair market value.

In comparison, the Park Owner's appraiser (Mr. Netzer) spent an average of 10 minutes per home in the park and refers to only one source, NADA (National Automotive Dealers Association) for his appraisal.

In his March 31, 2020 letter to City Attorney Sunny Soltani, James Brabant of Anderson & Brabant says, on page 2 of 6, in reference to James Netzer "His client was Imperial Avalon, LLC, the park owner." In an April 4, 2020 notice from the Park Owner, they state their appraiser was City approved. However, at a meeting in October, 2019 at the Civic Center, City Attorney Soltani stated, in addressing the park residents, that the appraiser was not City approved as required in ***Carson Municipal Code (CMC) 9128.21 C 6.*** If Mr. Netzer

was City approved, what is the date of the approval? If Mr. Netzer wasn't approved prior to doing appraisals, are the appraisals valid? **What is the truth?**

Mr. Brabant's letter also notes that the Mr. Netzer's appraisals are better described as a "leasehold interest"; that Mr. Netzer's calculations of the leasehold advantage are not well supported; that Mr. Netzer did not have a copy of Resident Questionnaires at the time of the appraisals; that **the City's ordinance lacks definition making it subject to individual interpretations and different methods of estimating value**; that it is Mr. Netzer's opinion that on-site value is investment value rather than market value and that the methodology of the on-site value conclusions are not well supported, etc., etc....

Not surprisingly, Mr. Brabant's peer review valuations are quite different than Mr. Netzer's. Ask yourself. **Why the peer review?** No other park closure in the City ever had a peer review so why now? What's wrong with the appraisals?

The Closure Ordinance is also unclear in another area. Appraisals are suppose to be on-site and off-site value per 9128.21 C6 however the Ordinance also says; **Carson Municipal Code (CMC) 9128.21 E 7**
" A requirement that a resident whose mobile home cannot be relocated within a reasonable distance to a comparable park be compensated by a lump sum payment **based upon consideration of the fair market value of the mobile home on-site,..."**

Please note that the wording differs from C6 in the use of the term "**fair market** value on-site". In addition, on page 10 of the Closure Report, the Park Owners acknowledge that only 10 of the 201 resident owned homes (5%) may be eligible for relocation.

Then we have the following: ***Closure Impact Report*** Mobile Home On-Site and Off-Site Values
Page 13, paragraph 3

"In the event a mobile home cannot be moved to a new location, as one alternative mitigation measure to the payment of relocation costs, the Owner may make an offer to purchase the unit from the dwelling owner based on the **on-site appraised investment value**. Payments would only be offered to the dwelling owners with clear title to their units..."

This wording is different from both C6 and E7 of the City's Code. Now there are 3 different value definitions, each with a different meaning. Why? Which one do we homeowners rely on? Which one do you, a Planning Commissioner use to determine how you vote on this issue?

What are the details in the so-called "Benefits Agreements" and "Options" that aren't clearly stated in the Closure Report? The Park Owners won't issue a check until they have the Title to the home; most residents can't look for another place to live without the money they get in that check, so how long do we have before we have to move out? A day, a month? Who pays for the rental application and credit check fees for a new residence? Will we be forced to rent back our homes while looking for another place to live? Who pays for the boxes needed and to do the packing that a senior can't physically do? No one knows because no one has seen anything in detail. To my knowledge, neither the residents or the Attorney for the HOA has been provided with anything.

We homeowners thought we made a smart decision when we chose to buy in Carson, looking to get the most value for our investment. As seniors we live frugally, most of us on small fixed incomes, we take pride in our homes, we shop in our community and value our friends and neighbors. We cherish our ability to remain independent and self-sufficient for as long as possible as we age. Most of us hoped that when the time came, we

could sell our homes and get enough money to cover assisted living costs or at least we'd be able to leave a little something for our kids and grandkids.

All that is being taken from us, our homes, our dignity, our pride in self sufficiency and our investment. We all understand that progress is necessary, but at what cost? In an article in the Long Beach Business Journal about the state housing crisis Director Saied Naaseh talks about the 2920 units that will be located where our park is now. He talks about building units for "younger folks just getting out of college…or young families just getting started." What isn't mentioned is the 373 senior and disabled people who are being ousted from their homes and being told their investments aren't worth much beyond scrap metal.

The Applicant will tell you how generous they are being with their "buy-outs" and "benefits". But the truth is, they are paying us 25% to 40% of what our homes are worth. The personal property moving expense is hundreds below what it will really cost. They'll pay us a rent differential for a year and then we are left trying to figure out where and how we will live when our Social Security or retirement check won't cover the rent for month 13.

The Members of the Planning Commission have a really hard decision to make. It will take a lot of serious thought, tough questions seeking the right answers and making decisions that will affect not only the residents of Imperial Avalon, but set the standards for future park closures.

In summary, please clarify the following;

1. When was James Netzer approved by the City to appraise our homes?
2. Why was Mr. Brabant hired to do a peer review of the appraisals?
3. Which value, on-site, off-site, fair market or investment is the correct one and equally fair to all parties?
4. What are the exact details & specifics of the "Benefits Agreement"?
5. Are you satisfied that you have all the information necessary to make a fair and equitable decision?
6. Please consider postponing this hearing until due process can be a fact versus political pandering.

Thank you,

Peggy Anderson

Peggy Anderson
HOA President
Imperial Avalon LLC
21207 Avalon, Space 129
Carson, CA 90745

May 6, 2020

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2 bd 2 ba 1,512 sqft

21207 Avalon Blvd SPC 115, Carson, CA 90745

Sold: $185,000 Sold on 03/09/20 Zestimate®: $186,806

Est. refi payment: $892/mo $ Get current rates

Home value Owner tools Home details Neighborhood det

Home value

Zestimate

$186,806

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2018 MANUFACTURED HOME 2 BEDROOMS 1 BATH LOW S...



Colony Cove, Carson, CA 90746

Buy: $179,900

2 / 2

24' × 56'

LOW!!! $597 MONTH SPACE RENT CONTROL SENIOR 55+

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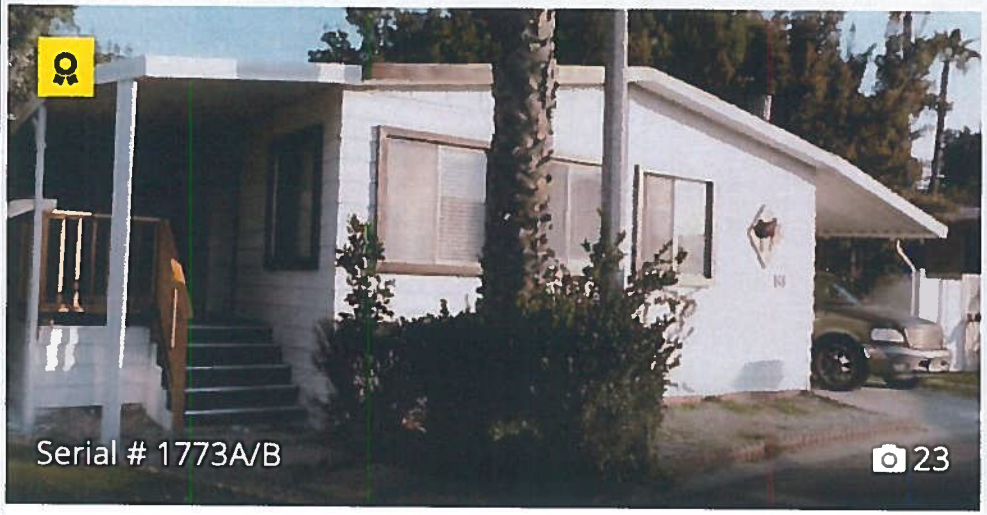
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Carson Harbor Village, Carson, CA 90746

Buy: $210,000

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1,560 Sq. Ft.

BEST DEAL IN THE PARK



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Buy: $209,000

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1,788 Sq. Ft.

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Meadows Mobile Home Park, Riverside, CA 92505

Buy: $73,500

3 / 2

1,344 Sq. Ft.

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Mission Village Mobile Home Park, Riverside, CA 92503

Buy: $69,900

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24' × 60'

Senior Community So gorgeous it won't last

D

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MHVillage

BEAUTIFUL CLEAN HOME WITH 3 BEDROOMS,2 BATHROOMS...



Villa Magnolia Mobile Home Park, Riverside, CA 92503

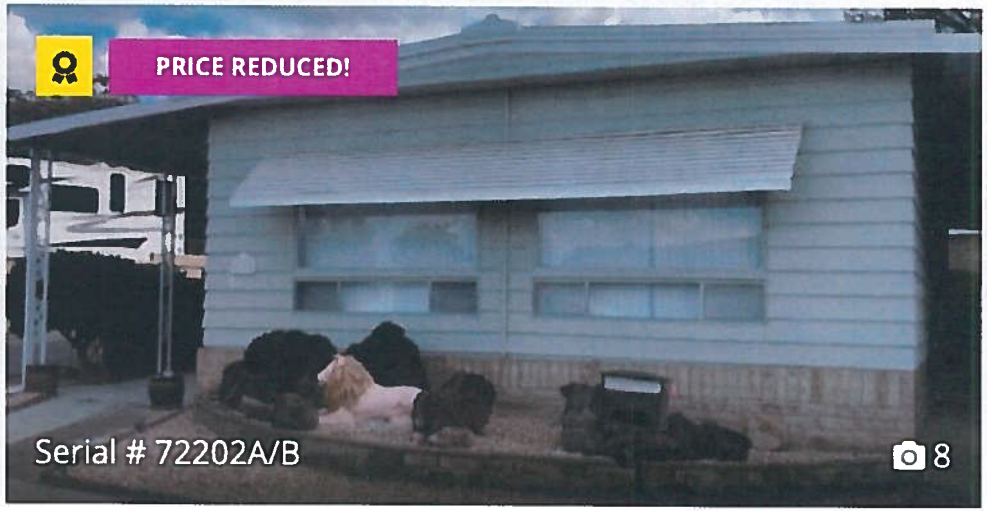
Buy: $69,500

2 / 2

24' × 55'

Gorgeous 1973 Kingston

Senior Community So gorgeous it won't last



Villa Magnolia Mobile Home Park, Riverside, CA 92503

Buy: $63,999

2 / 2

24' × 60'

Must See!!

E

From: Campbell Lee [mailto:bblipad@gmail.com]
Sent: Tuesday, May 5, 2020 3:02 PM
To: CityClerk
Subject: Cancle public meeting for Imperial Avalon mobile estates

Dear.
Ms. Donesia Guase - Aldana
City Clerk

I'm Brian Lee and live in Imperial Avalon Mobile Estates.

RE: Request for Immediate Cancellation of May 13, 2020 Planning Commission Meeting and continuance of Relocation Impact Report No. 5-2020 (Imperial Avalon Mobile Estates) Untill Shelter-in-Place Ends.

Dear Mr. Betancourt and the members of the Commission,

As a caretaker of the current resident of the Imperial Avalon Mobile Estates, I request immediate cancellation of the May 13, 2020 Planning Commission Meeting due to the on-going COVID-19 pandemic.

Government must prioritize and ensure that its public hearing processes are fair and open for all citizens. The City is blatantly ignoring the park residents voice and there rights, and the City is taking advantage of the current COVID-19 pandemic to discourage participation and to silence the residents of Imperial Avalon Mobile Estates.
The residents are concerned about this unfair process moving forward that impacts the decision of their own home without adequate information about the Report, or the process moving forward. It is imperative for all parties affected to be able to attend this meeting without risking there health and in a manner where it is fair for all attend.

Imperial Avalon Mobile estates is a senior mobile home parks, where almost all residents are at higher risk for severe illnesses, including COVID-19, according to the CDC.
Many older adults in the park also have severe underlying medical conditions, such as heart, lung or diabetes, which are also higher-risk for developing serious complications from COVID-19. The guidelines from the CDC for Preventing the Spread of COVID-19 in Retirement Communities and Independent Living Facilities states "Cancle all public or non-essential group activities and events". It is unreasonable to continue to hold this meeting and expect this group of higher-risk citizens to attend. Continuing to hold this meeting is asking the residents to choose between two extreme negative outcomes of their future- losing their home or losing our health.

Moving the meeting to online or telecommunication as an alternative to in-person meeting is not feasible for the residents. Most residents of the mobile home park do not have internet access or devices to join the meeting. In addition, the Imperial Avalon Mobile Estates lack high-speed internet operations, as AT&T DSL is the only option for the park. Currently, AT&T DSL fails to provide adequate speed and reliability for basic streaming services. This will also result in low attendance not by choice of the residents, but by the situation they are forced into.

The mobile home park population has a diverse range of ethnicity. For many of the residents, English is not their first language. Interpreter support has previously been provided for other meetings related to this issue and must continue to be provided including this meeting. The minimum request for transportation services are but not limited to: Spanish, Korean, Japanese, Tagalog, and assisted-hearing devices.

In conclusion, the City must stop itself from holding the May 13, 2020 Planning Commission, as the public hearing process set forth by the City does not guarantee equal access to the public hearing.

- Many older adults lack internet access and technology to access the internet to participate in the public hearing process.
- Language support has been provided on this project and the Planning Commission Meeting must have interpreters at the Planning Commission meeting: Spanish, Korean, Japanese, Tagalog, and assisted-hearing devices.
- The project information (RIR) provided to residents is only in English.
- Current COVID-19 pandemic does not allow residents to discuss the issue, as state-wide shelter-in- place is still in effect.

Sincerely,

TypeApp에서 전송

Date: May 3, 2020
From: Rodney Warner
21207 S. Avalon #186
Carson, CA.

Subject: Rodney Warner's response to Imperial Avalon Mobile Estates Relocation Impact Report (RIR)

To:

- Albert Robles, Mayor
- Jim Dear, Mayor Pro Tempore
- Cedric Hicks, City Council
- Lula Davis-Holmes, City Council
- Jawane Hilton, City Council
- Sharon Landers, City Manager
- Saied Naaseh, Planning Commission
- Donesia Gause-Aldana, City Clerk
- Sunny Soltani, City Attorney (Karen R. Becker kbecker@awattorneys.com)

Introduction

My feedback is based on my understanding. A review of the entire package by the appropriate city representatives would be appreciated. If my questions or comments require further explanation, please contact me.

The Imperial Avalon Mobile Estates Homeowners Association (HOA) and the HOA legal representation have made ***multiple*** ***unsuccessful*** attempts to contact ***multiple*** people and entities in the city of Carson on this incredibly life impacting situation.

Including myself, I understand that multiple residents have discovered errors in the appraisals and are confused about what to do. The package very large and could be intimidating.

One of the points of discussion is a request to postpone the May 13, 2020 Relocation Impact Report hearing. Why? The COVID-19 shelter-in-place order by the city, county, state, and federal governments are in place. This obviously makes collaboration of the residents in a holistic fashion impossible. We have residents who do not understand the packages and do not know how to respond for reasons of age, education, English is a second language, English is not understood, COVID impacts, etc. etc.

Further multiple residents do not have Internet access and/or knowledge of how to join the May 13, 2020 meeting. These people would typically attend in person.

Darren Embry & David Bader (Mr. Faring's representatives) stated that they would be reasonable during this process.

The City representatives pledged to protect the rights of the residents.

On 10/1/19, at the City Council Meeting the Mayor said:
"You and all residents should know that the City will do whatever we possibly can to ensure that the residents are not in any way, shape or form, deprived of any rights or due process that they are entitled to."

COVID-19 has caused the entire planet to completely adjust their life styles. Granting a request for a postponement until we can determine how to adjust our communication methods is quite reasonable.

Extract from the Mobilehome Residency Law (MRL). For Reference Only

9128.21 Relocation Impact Report (RIR).

b. If comparable spaces are not available within a reasonable distance, the purchase price of condominiums similar in size to the mobile homes within a reasonable distance, and the rental rates and moving costs involved in moving to an apartment or other rental unit within a reasonable distance.

This says that they pay the purchase price of condominium similar in size to my home within reasonable distance.

Rodney Warner Questions & Comments

- This appears to be some type of Blue Book appraisal. The "hypothetical conditions" state that the value is based on its value if it is on a dealer's lot. This is not a market approach. Should not a market appraisal be used as if the home was being sold on the open market?
- Page 3 of the *Appraisal Summary* for space 186 has major errors.
  - The registered owner is incorrect. It should be Rodney and Marilyn Warner.
  - The *Interior Inspection* attribute is labeled *No*
    This is incorrect. Mr. Netzer, his female assistant, Rodney, and Marilyn were present.
  - The *Coach Information* is grossly incorrect. The report shows all the attributes of a *1976 mobilehome*. We have a *2004 manufactured* home. I attached what I sent OPC.

    
    OPC_QuestionnaireResponse.docx
  - On page 3, how can the NADA appraise value ($56, 925) on for a 1976 home be the same in the JD Powers report for a 2004 home ($56,925)?

    - On page 4, *Monthly Market Rent* is much higher than $1000 in the Southbay area.
    - Did the report from Netzer and Associates use all the elements of my home for the appraisal including all attributes and upgrades? Please send the signed response from Netzer and Associates. This is a reasonable and simple request that should not be any problem to submit to me.
    - Did the report from Anderson & Brabant use all the elements of my home for the appraisal including all attributes and upgrades? Please send the signed response from Netzer and Associates. This is a reasonable and simple request that should not be any problem to submit to me.
- JD Powers Report
    - Page 1, *Total Book Retail Value* is listed *in average condition*. The house is in good to above average condition.
    - On page 2, the report states 2 dormers. This is incorrect. The home has 2 dormers on the south side and 1 dome on the north side.
    - On page 2, *Cabinets* are cherry hardwood in the kitchen, service porch, 2 bathrooms, and hallway storage.
    - On page 2, *House Type Siding* should be listed as upgrade called Hardi-Board.
    - On page 2, the report states carpeting throughout the home *including kitchen and bathroom*. That highly irregular and incorrect that there is carpet in the kitchen and bathroom.
    - On page 3, *Kitchen Appliances* did not include a large refrigerator, washer, and dryer.
    - On page 3 of unit 186 *Appraisal Summary,* there is a statement that states *tenant occupancy commenced in 2004*. Unless I misunderstand, we have been at this space since 1984.
    - On page 4, steps are made of wood and not fiberglass.
    - On page 4, there are two storage sheds.
- One page 3 in the *Inspection Information,* Mr. Netzer states that *"I have personal inspection of the property that is the subject of this report"*, yet he made multiple gross errors.
- How can you trust the appraisal when the main element (the home) is not correct? If there are multiple gross errors in other appraisals, then the entire park appraisal should be considered invalid and redone by another appraiser.
- That 10% discounted rate part of the calculation is high.
- In general, Mr. Netzer works for Mr. Faring. Therefore he will use the lowest legal values and attributes for his appraisal.
- Because the term "reasonable cost" is employed, the terms and conditions are negotiable.
- What is the legal definition of the term "reasonable" that is used throughout the law and appraisal?
- Doing simple math the *Pre-closing Leasehold Benefits* should not be reduced by some weighting. It should be the *Monthly Benefit occurring to Tenant* * 36 months.

- Where in the law does it state that my home cannot be appraised by market value? The appraised value does not seem to correlate with the directive in code section 9128.21.
- What is the amount of funds allocated during relocation?
    - Temporary shelter
    - 3 meals per day because adequate cooking facilities may not be available.
    - Additional mileage beyond normal work commute.
    - Storage for personal items.
    - Etc.

From: Shiho Nakaza <sheknow2@yahoo.com>
Sent: Wednesday, May 6, 2020 9:00 PM
To: Planning <Planning@carson.ca.us>
Subject: Request to postpone Public Hearing regarding Relocation Impact Report No. 5-2020 (Imperial Avalon Mobile Estates) on May 13

Hello,

I am emailing on behalf of my parents, Seiho and Mitsuko Nakaza, who have limited English comprehension, and are the residents of Imperial Avalon Mobile Estates.

They would like to know if the upcoming Public Hearing regarding Relocation Impact Report No. 5-2020 (Imperial Avalon Mobile Estates) on May 13 at 6:30 pm can be postponed until local emergency order is lifted and residents of the Park can attend the hearing in person.

Many Park residents cannot afford to have cable TV or fast internet to view the city hearing or participate in online meetings such as Zoom. In addition, Imperial Avalon Mobile Estates does not have the infrastructure that allows high-speed internet cable to be supplied to the residents, as confirmed by a local Spectrum cable internet company.

Conducting the hearing remotely is not truly accessible to people who have a stake in the outcome, even though the general public is permitted to submit written comments ahead of time. Please consider postponing the hearing until the residents can attend the hearing in person.

Thank you,
Shiho Nakaza

⇨ **WEDNESDAY, May 13, 2020**
PLEASE NOTE: This is an adjourned regular meeting
(adjourned from the May 12, 2020 regular meeting)
701 East Carson Street, Carson, CA 90745
6:30 p.m., Via Zoom

MINUTES

ADJOURNED REGULAR MEETING OF THE PLANNING COMMISSION

Members:

Alex Cainglet	Uli Fe'esago	Ramon Madrigal (Vice-Chair)
Michael Mitoma	Chris Palmer	Ramona Pimentel (Chair)
Myla Rahman	Karimu Rashad	Daniel Valdez

Alternates:

Louie Diaz	Patricia Hellerud	Paloma Zuniga

Staff:

Planning Manager Betancourt	Assistant City Attorney Jones

"In accordance with the Americans with Disabilities Act of 1990, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Planning Department at 310-952-1761 at least 48 hours prior to the meeting." (Government Code Section 54954.2)

1. CALL TO ORDER

Chair Pimentel called the meeting to order at 6:57 p.m.

2. ROLL CALL

Planning Commissioners Present: Fe'esago, Madrigal, Mitoma, Palmer, Pimentel, Rahman, Rashad, Valdez

Planning Commissioners Absent: Cainglet (excused)

Planning Commission Alternates Present: Diaz

Planning Staff Present: Planning Manager Betancourt, Community Development Director Naaseh, City Attorney Soltani, Assistant City Attorney Jones, Planning Contractor Guisar, Recording Secretary Bothe

3. *ORAL COMMUNICATION FOR MATTERS NOT ON THE AGENDA*

*The public may at this time address the members of the Planning Commission on any matters within the jurisdiction of the Planning Commission. No action may be taken on non-agendized items except as authorized by law. Speakers are requested to limit their comments to no more than three minutes each, speaking once. *(see below)*

***DUE TO CORONA VIRUS COVID-19, NO MEMBERS OF THE PUBLIC WILL BE ALLOWED INTO CITY HALL DURING THE PLANNING COMMISSION MEETING. THE MEETING WILL BE CONDUCTED VIA REMOTE TELECONFERENCING USING THE ELECTRONIC "ZOOM" APPLICATION**

Any members of the public wishing to provide public comment for the items on the agenda may do so as follows:

1. Live via Zoom Application. Members of the public wishing to provide public comment in real-time will be invited to join the Zoom meeting remotely to provide their public comment live with their audio/video presented to the Planning Commission. Members of the public wishing to do so must email planning@carson.ca.us, providing their real name and the phone number they will use to call in from, no later than 3:00 p.m. on the date of the meeting. For further details/requirements and meeting invite information, please email planning@carson.ca.us no later than 3:00 p.m. on the date of the hearing.

2. Email: You can email comments to Planning@carson.ca.us no later than 3:00 p.m. before the meeting. Please identify the Agenda item you wish to address in your comments. Your comments will be read into the record.

3. Telephone: You can record your comments at (310) 952-1720 no later than 3:00 p.m. before the meeting. Please identify the Agenda item you wish to address in your comments. Your comments will be read into the record.

4. Box outside of City Hall: You can provide hand-written comments by dropping off a note at the box located in front of City Hall (701 East Carson Street) no later than 3:00 p.m. on the date of the meeting. Please identify the Agenda item you wish to address in your comments. Your comments will be read into the record.

NOTE: Members of the public wishing to observe the meeting live without providing public comment will be able to do so by watching it on the City's PEG television channel (Channel 35 on Charter or Channel 99 on AT&T for Carson residents) or via live streaming on the City's website, http://ci.carson.ca.us/).

None

4. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

A closed session will be held pursuant to Government Code Section 54956.9 (d)(2) or (d)(3) and (e)(1) because there is significant exposure to litigation in one potential case.

Gregory Anderson asked for, and received, clarification on the statute allowance for a closed session.

The closed session commenced at 7:07 p.m. and reconvened at 8:33 p.m.

Assistant City Attorney Jones stated no reportable action was taken.

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5. CONSENT CALENDAR

A) Minutes Approval: April 28, 2020

Chair Pimentel moved, seconded by Commissioner Mitoma, to approve the April 28, 2020, Minutes as presented. Motion carried, 7-0 (Madrigal and Rahman were not present during the vote; absent Cainglet).

6. PUBLIC HEARING

A) Site Plan and Design Review (DOR) 1745-18, Conditional Use Permit (CUP) 1074-18, Specific Plan (SP) 18-18, General Plan Amendment (GPA) 108-18 and Development Agreement (DA) 24-18

Applicant:	KL Fenix Corporation Attn: Segovia Felipe 19401 S. Main Street Gardena, CA 90248
Property Owner:	Young Kim KL Fenix Corporation 19401 S. Main Street Gardena, CA 90248
Request:	Consideration of Site Plan and Design Review (DOR) 1745-18, Conditional Use Permit (CUP) 1074-18, Specific Plan (SP) 18-18, General Plan Amendment (GPA) 108-18 and Development Agreement (DA) 24-18
Recommendation:	Continue to Wednesday, May 27, 2020
mb Property Involved:	20601 S Main Street

Planning Commission Decision:

Chair Pimentel moved, seconded by Commissioner Diaz, to continue this matter to May 27, 2020. Motion carried, 8-0 (Madrigal was not present during the vote; absent Cainglet).

6. PUBLIC HEARING

B) Relocation Impact Report (RIR) No. 05-20 – Imperial Avalon Mobile Estates

Applicant's Request:

The applicant, Imperial Avalon, LLC, is requesting consideration of Relocation Impact Report (RIR) No. 05-20 – Imperial Avalon Mobile Estates located at 21207 S. Avalon Boulevard.

Planning Consultant Guisar presented staff report and the recommendation to ADOPT Resolution No. 20-2695, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON APPROVING RELOCATION IMPACT REPORT NO. 05-20 FOR MITIGATION OF RELOCATION IMPACTS OF CLOSURE OF IMPERIAL AVALON MOBILE ESTATES."

Chair Pimentel opened the public hearing.

Daren Embry, applicant's representative, commented on the RIR and benefits package being offered to the MHP residents, noting the benefits being offered exceed state requirements; pointed out that these residents will have first rights to move back into the senior wellness community once the project is completed; and he noted his concurrence with the conditions of approval.

Commissioner Mitoma asked where the residents will be housed in the interim, those wishing to move back to this address when the new units are built; and expressed his belief that affordable housing is nearly impossible to find at this time.

Mr. Embry stated they work with experienced relocation specialists and that they should be able to find temporary housing for those wishing to move back to this property once the new units have been built.

Tim Tatro, HOA attorney, stated that he had sent a letter to City officials and City attorneys asking that this matter be postponed until the residents can be physically present at a public hearing; he pointed out that these homes are the residents' biggest investment; that the residents are all on fixed incomes and not able to afford market rate housing; advised that there is a huge shortage of affordable housing; that the residents are terrified they won't be able to afford rents, medications, etc.; and he asked that this park not be closed. Mr. Tatro stated that this proposal will uproot over 300 residents, senior citizens who are at a point in their lives where they are least able to absorb the cost and trauma of a move.

Mr. Tatro stated that if the City intends to go forward with this proposal, he would suggest the following in order to minimize the trauma, protect and ensure the safety of all the residents: 1) maximize the relocation assistance by incorporating into the RIR the adjusted onsite values calculated by appraiser James Brabant, noting Brabant concluded the Netzer appraisals had collectively undervalued the homes in the park by $2.1 million. He stated they believe Brabant should have done the appraisals on all the homes in the first place because he was chosen by the City; 2) allow selective re-appraisals, that there should be a mechanism for any homeowner who believes their appraisal is in error, home improvements not being accounted for, and that Brabant perform those re-appraisals; 3) allow residents access to their full relocation benefits at least 60 days in advance of leaving the park as long as the homeowner has signed all the papers and is in a position to convey clean title to the park owner; 4) require a universal template/method for residents to be able to request early termination of their tenancy and get their full benefits; and 5) require the park owner to fund the appointment of a special master to handle all title disputes and other unexpected issues, noting it should be a retired judge or an experienced lawyer who is not associated with either party involved.

Mr. Tatro explained that these residents have forged close connections with their neighbors over many years, creating a strong support system within this community; that they are used to

having their doctors nearby and other connections they have nurtured over all the years they have lived here; and because this is all being taken away from them, he stated it's necessary to give them all the help they need. He mentioned that some of these residents are veterans, grandparents, teachers, all really good people, and reiterated that their well-being should be the highest priority.

Manako: Japanese interpreter, stated she is translating comment letters from six people:

1) Shogo, Space No. 36, they object to this process; that they should be able to meet in a live setting where they can physically participate; that the City should not allow this park to close; and that they are concerned with the low appraisal figures.

2) Toshiko Takata, Space No. 145, they believed this home was to be their final home; that they paid for modifications throughout their home; that they are upset with now being told they must leave their beautiful home; and that their appraisal was disappointingly low after all the improvements they made.

3) Mr. Shiguchi, Space No. 176, they are extremely upset this meeting is taking place in the midst of COVID-19, noting they are not able to think about anything but this virus.

4) Mr. Ugareuta (*sp), Space No. 88, they are concerned with the low appraisal; and they urged the City to be considerate and also allow the residents to live here three more years in order for them to have adequate time to find affordable housing.

5) Mr. Komeawa, Space No. 123, they moved here 9 years ago because of rent control; they are low income and can't afford high rent; they are concerned with the low appraisal; and that they have a chronic illness and would like to stay in this home.

6) Space No. 34, the appraisal is too low and they should be offered a fair price.

David Lee, Korean interpreter, stated he is translating comment letters from residents who reside in Space Nos. 5, 92, 99, 108, 109, 197:

He stated that the common concern for these residents is this meeting should not be taking place during the COVID-19 lockdown; that the residents are old, stressed out and are not able to get online; that they want the proposed project cancelled; that they love their homes and want to live out their remaining years in the homes they love; that they feel they will be homeless because they cannot afford higher rents; and that their appraisals are too low.

Diana Orozco, Spanish interpreter:

Space No. 9, Esperanza, concerned that relocation is limited due to high cost of rent.

Space No. 57, Jose Gonzalez, they are unable to move and that their doctors are nearby.

Space No. 52, questioned how much time they have to relocate; that they want a fair price for their mobile home; and questioned why the park is no longer being well maintained or adequately secured.

Space No. 65, Louise Moreno, concerned with the low appraisal.

Space No. 87, Jose and Rita Gomez, their children have not been able to find them a more affordable home to live; that they are too old to go back to work; that it is a hardship and stressful situation for their entire family; that this has been their home for 26 years; and that they are concerned with the low appraisal.

Space 14, Elena Medina, that this proposal has stressed out the residents; that she is 72 years old and unable to drive; that her neighbors are her support system; and that her appraisal was insultingly low.

Space No. 222, Mr. and Mrs. Areta, that their appraisal was too low; that they made improvements to their home; that they are concerned being locked down due to COVID-19; and urged a delay in this process.

Anysia, Korean interpreter:

Space No. 108, requested that this hearing be postponed; advised that three disabled people are living in their home, all who need each other to survive; that they need a 3-bedroom unit that is affordable; that they want to stay in this home; and that their appraisal was too low.

Space No. 109, Kim, that their appraisal was too low and unrealistic.

Mr. Choi, speaking for his father-in-law who lives in Space No. 139, stated that his father-in-law used his retirement money to buy this home; that he spent $78,000 to remodel his home; that the appraisal was too low; and that he was not offered enough money to buy another mobile home elsewhere.

Patricia Gray expressed her concern with the long-term affordability of this effort; stated she will be homeless because she won't be able to afford higher rent; stated that these residents help each other out and that they will be losing their vital support network; and she stated that doing this to people who have lived here for so long is not humane. She added that some of these residents have no relatives and that this sense of community is very important to their well-being.

Young Choi, speaking for their parents in Space No. 204, stated that the RIR should be denied because it is inadequate and irrelevant to the current housing market, and that it's hypothetical and unfair; expressed belief that the City and the developer did not provide adequate review; did not provide a fair assessment of the valuations; and that the comps are way off. Young Choi stated these residents should be given a fair price with current market valuations, noting these residents need to be protected.

Mr. Shinchayan, representing parents in Space No. 89, asked that this process be postponed until after the COVID-19 lockdown has been lifted and wait until the residents can participate in person at a hearing; and stated these are unreasonable hurdles for a vulnerable population.

Ms. Choi Julia, stated her parents live here; echoed other speakers' comments about the need to postpone until after the COVID-19 crisis; stated that they need to provide a fair assessment; and that forcing them to move is not fair at this time.

Planning Secretary Bothe displayed written comments received after the agenda packet had been sent out.

Judith and Jonnie Parker, Space No. 22, stated they both are disabled veterans who are devastated with this proposal; advised that they have lived here many years; that they need to live close to the veteran's hospital; that they have no family nearby; and that they are part of this community family, all taking care of one another. She noted her concern that she is not able to go outside of her house and do anything because of COVID-19; that she does not understand why the City is getting rid of low-income housing; and urged the City to take into consideration their needs and the trauma they are experiencing. She asked where they will live in the interim if they decide to move back to this site once the development has been completed.

June Komeawa, stated that her parents are 80 years old, living here in their retirement home; advised that their appraisal was very low; stated that they are on a fixed income; and expressed her concern that a lot of these people will end up homeless after working so hard all their lives.

Planning Manager Betancourt stated this concludes the public hearing portion of the meeting.

Commissioner Mitoma noted his concern with the comments about the appraisals being too low; stated that there needs to be a 3rd party who will make sure the appraisals are adequate; and that they should look at all the properties again to make sure all the claims are valid.

Commissioner Diaz asked the attorneys for input on their thoughts about Mr. Tatro's five recommendations.

City Attorney Soltani stated that most of the recommendations are fine; that the valuations provided by Brabant are acceptable, noting Brabant has a good reputation in the field; and stated the upgrades do need to be taken into consideration. She stated she agrees in concept with hiring a special master who will adjudicate special circumstances; agrees to allow residents access to their benefits 60 days prior to moving; and agrees with a requirement for a universal template/method for residents to be able to request early termination of their tenancy and get their full benefits.

Vice-Chair Madrigal noted his hope a special master will be hired before the next appraisals are done.

Seeing more people interested in speaking, Planning Manager Betancourt invited Mr. Anderson to speak.

Gregory Anderson stated that this afternoon, he dropped off with a City Hall security guard a manila envelope containing about 15 letters, noting those have not yet been presented during this meeting. He expressed his belief the property owners are lying; stated there is no such address at 4132 Katella Avenue, No. 205B, Los Alamitos, CA; and noted that the owner's tax certificate expired in 2018.

In response to Mr. Anderson's comment, City Attorney Soltani asked that those letters be uploaded to the website tomorrow morning and that a copy of all the letters be forwarded to the City Clerk's office.

Commissioner Valdez asked that consideration be given to requiring the applicant to reimburse the HOA for their lawyer's fees.

City Attorney Soltani invited the applicant's input on this suggestion, saying she thinks it would be appropriate to reimburse the HOA up to $10,000 in their legal fees.

Mr. Embry stated that would be agreeable with the applicant.

Joe McMullen noted his concern with the notice to participate this evening, stating that the City's website indicates the MHP meeting is cancelled tonight; and expressed his belief that confused many people who might have participated this evening.

Assistant City Attorney Jones explained that was a message about the Mobilehome Rental Review Board's meeting cancellation, not the Planning Commission meeting.

Lisa Dookhoo stated that her brother lives in Space No. 206; and stated it is hard for senior citizens to make these huge changes at this stage in their lives and that they don't want to leave their homes.

There being no further input, Chair Pimentel closed the public hearing.

Planning Commission Decision:

Commissioner Mitoma moved, seconded by Commissioner Madrigal, to approve staff recommendation with the following additions: 1) use the Brabant valuations instead of the Netzer valuations; 2) Brabant is to do an inspection on the homes of those who made upgrades and claim their upgrades are not accounted for and to adjust those appraisals accordingly; 3) park owner to reimburse the HOA for its legal costs up to $10,000; 4) park owner to fund the hiring of a special master who will adjudicate title disputes and other issues in dispute; and 5) tenants will be able to have access to their relocation funds at least 60 days prior to leaving the park rather than 30 days, changing Condition No. 15 to 60 days.

City Attorney Soltani recapped her understanding of the motion as follows: move to approve staff recommendation, adding the following additional changes: 1) Brabant values to be adopted instead of Netzer's appraisals; 2) Brabant to perform inspections for those tenants who have made upgrades and believe the upgrades have not adequately been taken into consideration and to make any adjustments to those valuations as necessary; 3) park owner to reimburse the HOA $10,000 for their legal expenses; 4) park owner to fund the appointment of a special master who will adjudicate title disputes, special circumstances. As part of that adjudication, to the extent there are disputes regarding improvements the tenants still believe have not been taken into full consideration on Brabant's adjusted valuations, those disputes will also be adjudicated by that special master. She suggested adding that an arbitrator, whether it be the City Attorney's Office or City staff, be put in place to address disputes until a special master is retained, believing some of these adjustments may take place now instead of later; 5) residents will have access to their relocation benefits at least 60 days prior to departure from the mobile home park; and 6) that residents can request early termination and that the park owner to run all termination agreements by the City Attorney's Office or special master once appointed.

Assistant City Attorney Jones indicated that Mr. Brabant has noted his hesitancy to do physical inspections during this COVID-19 outbreak.

City Attorney Soltani stated if that becomes a problem, the City Attorney's Office will work internally through those issues.

The makers of the motion agreed with City Attorney Soltani's recap and suggested language, including putting in place an arbitrator until a special master can be appointed.

The amended motion passed, 8-0, as follows:

YES: Diaz, Fe'esago, Madrigal, Mitoma, Pimentel, Rahman, Rashad, Valdez
NOES: None
ABSTAIN: None
ABSENT: Cainglet, Palmer

7. MANAGER'S REPORT None.

8. COMMISSIONERS' ORAL COMMUNICATIONS

Commissioner Valdez thanked everyone involved for participating in this evening's meeting.

Commissioner Diaz thanked everyone involved for their participation this evening.

Commissioner Mitoma stated that while the applicant has a legal right to close this park, it is still a difficult and sad decision for the Commission to consider, but noted they did their best to mitigate the hardship to the residents as best the Commission is legally permitted. He wished the residents the very best.

Commissioner Rashad thanked everyone for their participation this evening.

Vice-Chair Madrigal stated that this is his second or third park closure he has considered during his tenure as a Planning Commissioner, noting they are never easy; he echoed the comment about the park owner having the legal right to go through this process; and he added that he is pleased the applicant is being fair and will be accepting pre-COVID-19 appraisal valuations, believing those appraisals will be much higher than post-COVID-19 appraisal valuations. He thanked the Commissioners for their courage in making this difficult decision this evening.

Chair Pimentel stated it was a difficult decision to make, expressing her belief the property owner will make fair offers and there will be a happy medium for all; and she thanked the Commissioners for their efforts this evening.

9. ADJOURNMENT

At 11:32 p.m., the meeting was adjourned.

Ramona Pimentel (COVID period)
Chair

Attest By:

Denise Bothe (COVID period)
Secretary