

RESOLUTION NO. 21-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, MODIFYING, PURSUANT TO CARSON MUNICIPAL CODE §9173.4(C)(2)(b), THE DECISION OF THE CARSON PLANNING COMMISSION ADOPTING PLANNING COMMISSION RESOLUTION NO. 21-2708 CONDITIONALLY APPROVING RELOCATION IMPACT REPORT NO. 04-19 FOR MITIGATION OF RELOCATION IMPACTS OF CLOSURE OF RANCHO DOMINGUEZ MOBILE ESTATES, BY IMPOSING ADDITIONAL RELOCATION IMPACT MITIGATION MEASURES AND ALTERING THE PROOF OF PURCHASE PRICE REQUIREMENTS, AND AFFIRMING THE DECISION IN ALL OTHER RESPECTS.

WHEREAS, on April 27, 2021, the Carson Planning Commission adopted Planning Commission Resolution No. 21-2708 (“Resolution”), approving RIR No. 04-19 subject to the “Conditions of RIR No. 04-19” (“Conditions”) set forth in Exhibit “D” attached to the Resolution (collectively, the “Planning Commission Decision”), related to determination of the measures required to be taken by the property owner, Carter-Spencer Enterprises, LLC (“Park Owner”), to mitigate the adverse impacts of its proposed closure of the Rancho Dominguez Mobile Estates mobilehome park (the “Park”) on the ability of the residents to be displaced to find alternative housing; and

WHEREAS, the Planning Commission Decision was appealed by Mayor Pro Tem Jim Dear pursuant to Carson Municipal Code (“CMC”) Sections 9128.21(F) and 9173.4 on April 28, 2021 (the “Appeal”). The Appeal was complete as filed, and was accepted as complete on May 5, 2021; and

WHEREAS, on June 1, 2021, pursuant to CMC Sections 9128.21(F) and 9173.4, the City Council conducted a duly noticed public hearing on the Appeal, at which written and oral public comments were received and considered.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein as findings of fact.

SECTION 2. The City Council finds that the appeal of the Planning Commission Decision, including any consideration of or action upon RIR No. 04-19, is not subject to review under the California Environmental Quality Act (“CEQA”) because neither RIR No. 04-19 nor the City’s action thereon constitutes a “project” within the meaning of CEQA. (Pub. Res. Code §21065; 14 CCR §15378). The City’s action on 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. The City’s consideration of the RIR and this appeal 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, with respect to the subject property or any other property, 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 3. After review of all relevant documentation in the administrative record, the City Council finds that additional measures, as detailed below, beyond those required by the Planning Commission Decision, are necessary to be taken by the Park Owner to mitigate the adverse impacts of the Park’s closure on the ability of displaced Park residents to find adequate housing in another mobilehome park, pursuant to Gov’t Code Section 65863.7(e)(2), and are necessary to constitute reasonable measures to be taken by the Park Owner to mitigate the adverse impact of the closure on the ability of the Park residents to be displaced to find alternative housing, pursuant to CMC Section 9128.21(E). The Council further finds that the Planning Commission Decision, with the modifications detailed below incorporated, constitutes a replacement and relocation plan that adequately mitigates the impact upon the ability of the displaced Park residents to find adequate housing in a mobilehome park, pursuant to Gov’t Code Section 65863.7(a)(1).

Based on the foregoing, the City Council hereby modifies, pursuant to CMC Section 9173.4(C)(2)(b), the Planning Commission Decision by making the respective amendments detailed below (added text shown in ***bold italics*** and deleted text shown in ~~strikethrough~~) [BLANKS TO BE FILLED OUT FOLLOWING COUNCIL DELIBERATIONS], thereby amending the Conditions of RIR No. 04-19 to read in full as shown in Exhibit “A”, attached hereto [EXHIBIT “A” WILL BE PROVIDED FOLLOWING DELIBERATIONS BY THE COUNCIL]:

A. Condition No. 10(a)(v) is amended as follows:

v. Payment of a lump sum to compensate for any differential between rental rates at the Park and the new mobile home park during the first [] of the new tenancy.

B. Condition No. 10(b)(i) is amended as follows:

“i. Lump sum payment equal to the on-site value of the mobile home as determined by James Brabant, MAI, set forth in the appraisal report attached to the Resolution as Exhibit “C”, plus additional moving and relocation assistance provided below, with any outstanding liens, unpaid property taxes, HCD registration fees, or any other outstanding or required payments first

deducted (the "Appraised Value Payment"). Notwithstanding the foregoing, Eligible Resident Owners who acquired their mobilehomes in the Park for a purchase price that was higher than the on-site value of the mobilehome as appraised by Mr. Brabant shall be entitled to receive, in lieu of the Appraised Value Payment, a lump sum payment equal to the full purchase price that the Eligible Resident Owner or his/her/their successor-in-interest paid for the mobilehome in the Park ("**Purchase Price**"), with any outstanding liens, unpaid property taxes, HCD registration fees, or any other outstanding or required payments first deducted, upon submission of ~~any proof of the relevant purchase of the mobilehome in the form of escrow documentation or receipts~~ **Sufficient Documented Proof (as defined below) of the claimed Purchase Price, in accordance with the below.**

Provision of one document from category (1) below and one document from category (2) below, collectively, with respect to a claimed Purchase Price, shall constitute Sufficient Documented Proof of such Purchase Price, provided the documents are genuine ("Sufficient Documented Proof"):

(1) either: (a) a copy of a canceled check or wire transfer confirmation referencing the mobile home and its purchase for the Purchase Price; or (b) an escrow closing statement referencing the purchase of the mobile home for the Purchase Price; AND

(2) either (a) Certificate of Title with purchase price filled out, referencing the Purchase Price; (b) a file-stamped copy of any of the following HCD forms, provided the purchase price information is filled out and the form (but not necessarily the copy) is dated prior to June 1, 2021, referencing the Purchase Price: HCD RT 475. 1 (Bill of Sale), HCD RT 480.4 (Application for Duplicate Certificate of Title), HCD RT 476.4 (Certification of Retail Value and Purchase Price), or HCD RT 476.8 (Notice of Sale or Transfer); or (c) a registration card, registration renewal, purchase contract, or copy of a mortgage statement, referencing the Purchase Price.

Park residents who wish to be eligible to receive a claimed Purchase Price in lieu of an Appraised Value Payment shall have 60 days from the Resolution Effective Date to provide their proof of purchase price documentation to the Park Owner, except that this deadline may be extended by up to 30 additional calendar days to the extent the resident can demonstrate that he or she timely submitted a request to HCD within the first 30 days of the 60-day period and was unable to meet such deadline due to a delay by HCD in processing or providing necessary documents to the resident; "delay" for purposes of this provision means any HCD turnaround time to the extent it exceeds four (4) weeks. If a resident fails to submit proof of purchase price

documentation within this time frame with respect to any claimed Purchase Price, then the resident forfeits the right to receive the Purchase Price.

A Park resident may provide the proof of purchase price documentation to the Park management office. At the time of submission, Park management shall provide the mobilehome owner: (1) a copy of the documentation submitted, and (2) written receipt confirming the submission date and the documents received. The Park Owner shall have 10 days from the date of full submission of the proof of purchase price documentation to render a determination as to whether it constitutes Sufficient Documented Proof before the Park Owner becomes obligated to pay the claimed Purchase Price as mitigation. The Park Owner shall provide written notice of its determination to the Park resident via certified, return-receipt U.S. Mail, and a copy sent to the City Attorney via email and U. S. Mail. In the event a resident disputes the Park Owner's determination as to whether the resident's proof of purchase price documentation constitutes Sufficient Documented Proof, the matter shall be submitted to the Special Master for a final determination."

C. Condition No. 10(b)(vii) is amended as follows:

vii. A lump sum payment to compensate for any differential between rental rates at the Park and the rental housing alternative during the first [REDACTED] of tenancy. Eligible Resident Owners shall 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. Eligible Resident Owners shall 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.

D. Condition No. 10(c)(ii) is amended as follows:

ii. A lump sum payment to compensate for any differential between rental rates at the Park and the rental housing alternative during the first [REDACTED] of tenancy. Eligible Home Renters shall 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. Eligible Home Renters shall 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.

E. Condition No. 19 is amended as follows:

“At the sole expense of the Park Owner, the City shall retain an independent third-party Special Master who shall have final administrative authority to decide, in accordance with the provisions of the Approved RIR: (i) disputes as to who is entitled to receive the relocation benefits pursuant to the Approved RIR, including who constitutes an Eligible Resident Owner or an Eligible Home Renter; (ii) disputes as to which benefit package (i.e., Option A or B) an Eligible Resident Owner qualifies for or is entitled to, including whether it is feasible to relocate a mobilehome to an available space in a comparable mobilehome park within a reasonable distance of the Park pursuant to Condition No. 14; ~~and~~ (iii) demonstrated special circumstance claims (e.g., medical or disability) of Park residents related to the Park closure; **and (iv) whether proof of purchase price documentation submitted constitutes Sufficient Documented Proof of a claimed Purchase Price meeting the requirements of Condition No. 10(b)(i).** The services of the Special Master shall be funded by the Park Owner pursuant to the Reimbursement Agreement or another reimbursement agreement to be negotiated. The Special Master shall at all times be and remain neutral and unbiased.”

- F. The terms “Resolution” and “Resolution Effective Date,” as such terms and their associated references are defined and used for purposes of the Conditions of RIR No. 04-19 with respect to setting or determining the timing of the various rights or obligations detailed therein, shall be revised as shown in Exhibit “A” hereto, to mean and refer to this City Council Resolution and the date of effectiveness hereof pursuant to Section 5, below.

SECTION 4. Except as provided in Section 3 of this Resolution, the Planning Commission Decision is affirmed in all respects.

SECTION 5. This Resolution shall be effective immediately upon its adoption.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

[signatures on the following page]

PASSED, APPROVED and ADOPTED this 1st day of June, 2021.

Lula Davis-Holmes, Mayor

ATTEST:

Joy Simarago, Deputy City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

EXHIBIT "A"

AMENDED CONDITIONS OF RIR NO. 04-19

[to be attached]