

Report to Mayor and City Council

Wednesday, June 16, 2021
Special Orders of the Day

SUBJECT:

..Title

CONTINUED PUBLIC HEARING ON APPEAL OF CARSON PLANNING COMMISSION DECISION 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 (CITY COUNCIL)

..Body

I. SUMMARY

This matter is an appeal by Mayor Pro Tem Jim Dear from a decision of the Planning Commission dated April 27, 2021, conditionally approving RIR No. 04-19 (the “RIR”) related to the determination of relocation impact mitigation measures required to be taken by Carter-Spencer Enterprises, LLC (“Park Owner”) in connection with closure of the Rancho Dominguez Mobile Estates mobilehome park, an 81-space mobilehome park located at 425-435 E. Gardena Boulevard (“Park”). This appeal relates solely to the determination of what relocation impact mitigation benefits the Park owner must pay to Park residents in closing the Park.

The City Council opened the public hearing on June 1, 2021, heard extensive public testimony, and voted unanimously to continue the public hearing to tonight’s meeting, with direction to staff to obtain additional information and propose a modified relocation benefit plan that is more specifically tailored to mitigating the adverse impacts of the closure on all Park residents’ ability to find replacement housing, based on assessment of their specific needs and circumstances. Most notably, the City Council asked staff to consider and account for any outstanding coach loans or debt, to ensure that no resident experiences negative impacts to his or her benefits resulting from such a debt that would preclude him or her from being able to obtain replacement housing. The City Council also expressed interest in requiring an additional year beyond what the Planning Commission required, for a total of two years, before the Park can close.

Staff has implemented the City Council’s direction and developed a staff-recommended relocation benefit plan, embodied in the proposed resolution and amended conditions attached to this report as Exhibit No. 5 – 5.A, which staff believes achieves the objective of addressing all residents’ needs in a manner that complies with applicable law.

II. RECOMMENDATION

..Recommendation

TAKE the following actions:

1. TAKE any remaining public testimony.
2. CLOSE the public hearing.
3. ADOPT 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, ALTERING THE PROOF OF PURCHASE PRICE REQUIREMENTS, AND MAKING OTHER SPECIFIED MINOR MODIFICATIONS, AND AFFIRMING THE DECISION IN ALL OTHER RESPECTS (Exhibit No. 5 – 5.A).

..Body

III. ALTERNATIVES

1. TAKE any other action the City Council deems appropriate, subject to the requirements of applicable law.

IV. BACKGROUND

1. Planning Commission Decision

The Planning Commission decision is detailed at pp. 10-11 of the June 1, 2021 City Council staff report (Exhibit No. 1) and the Planning Commission resolution attached thereto (Exhibit No. 1.B).

2. June 1, 2021 Initial Council Hearing

On June 1, 2021, the City Council opened the public hearing and heard extensive public comment. After doing so, the City Council decided to continue the public hearing to June 16, 2021, and provided direction to staff as summarized above and detailed below.

The City Council's overarching objective and directive was to ensure that the proposed relocation impact mitigation measures are well-tailored to mitigating the adverse impacts of the closure on all residents' ability to find adequate replacement housing as authorized by applicable state and local law,

including with respect to residents who rent their coaches from the Park Owner. The City Council noted that any potential loopholes or inadequacies that could result in any resident becoming homeless or otherwise not being properly accounted for with respect to their ability to find replacement housing must be avoided and/or eliminated. As a means of achieving this objective, the City Council directed staff to obtain information regarding any outstanding coach "mortgages" (i.e., purchase money loans on the coaches) owed by Park residents, and ensure that residents who owe such loans do not face undue hardships resulting from these debts (e.g., as a result of such debts being deducted from otherwise-payable benefit amounts. Also, the use of the term "mortgage" here is because that is what the residents called them – mobilehomes do not qualify for traditional mortgages, but obtain other types of loans secured by the coach.)

Implementing the City Council's direction, on June 9, 2021, staff issued a survey to Park residents requesting coach mortgage information. The form of the survey is attached hereto as Exhibit No. 2. As of the writing of this report, staff has received twelve (12) responses, of which three (3) reported outstanding coach mortgage balances of \$3,300.00, \$28,444.26, and \$52,561.63. The response letters are attached hereto as Exhibit No. 3.

The City Council also provided direction to staff to explore the potential for modifying the proposed mitigation measure regarding the time that must elapse before the Park can close, to increase the time from one year to two years.

Staff is of the belief that the proposed resolution and conditions, discussed below and attached hereto as Exhibit No. 5 – 5.A, addresses and achieves the City Council's directives and objectives.

3. Proposed Resolution.

A. Rent Differential Subsidy – Tiered Approach

The Planning Commission approved one year's worth of rent differential subsidy for all Eligible Resident Owners.

Staff believes that the most fair and appropriate way of imposing additional relocation impact mitigation measures on the Park Owner is by increasing the term of the rent differential subsidy benefit, because unlike the Imperial Avalon closure, the Rancho Dominguez residents are not being offered an "Option C" equivalent or other affordable housing benefit package option by the Park Owner. The rent differential subsidy condition can serve a similar purpose of helping mitigate the risk of homelessness resulting to any resident from the Park closure, acting as a safeguard for residents who would not otherwise have enough money to find replacement housing.

Due to the severe difference between the rent-controlled space rents in the Park and the cost of available housing in the vicinity of the Park (which is all or nearly all market-rate), the average appraised on-site value of the resident-owned coaches of just over \$28,000, and the low-income status of nearly all Park residents, staff believes that imposing additional rent

subsidy for Eligible Resident Owners is necessary to mitigate the adverse impacts of the Park closure on the residents' ability to find adequate replacement housing (whether that is in another mobilehome park or in an apartment or condominium), and that although all residents will likely need some quantum of subsidy beyond the otherwise-available benefits, the need for the rent differential subsidy benefit is expected to be greatest where the otherwise-available benefits are lowest. Also, due to nearly all Park residents currently being low income, Staff believes it is more appropriate for the term of the additional rent subsidy benefit to be determined based on the quantum of Option B benefits that a resident would otherwise receive, rather than based on household income.

The proposed resolution provides for modification of the relevant conditions of approval to increase the term of the rent differential subsidy benefit from one year to terms that reflect what staff refers to as a "tiered approach," as follows:

- For Eligible Resident Owners who would receive \$40,000 or more in Option B benefits (i.e., in their appraised value payment or purchase price payment, as applicable): 2 total years of rent differential subsidy;
- For those who would receive \$30,000 – \$39,999.99: 2.5 years;
- For those who would receive \$20,000 – \$29,999.99: 3 years;
- For those would receive \$10,000 – \$19,999.99: 3.5 years;
- For those who would receive less than \$10,000: 4 years.

The rent differential subsidy would be paid as a lump sum in two installments as stated in Conditions No. 17 (i.e., the first 50% no later than 60 days prior to move-out and the remaining 50% no later than upon move-out). The timing and lump sum nature of the rent differential subsidy payments does not represent a modification from the conditions as approved by the Planning Commission, because such conditions established the lump sum nature of the payments as referenced in CMC §9128.21(E)(5) and provided (at Condition No. 17) for all mitigation measures involving monetary payments to residents to be paid in accordance with the aforementioned 50%/50% timing construct.

Importantly, the tiered approach accounts for any adverse impacts that would otherwise arise from coach mortgages owed by Eligible Resident Owners. Specifically, as the primary benefit under Option B, Eligible Resident Owners would receive payment equal to the higher of (i) their appraised on-site value or (ii) the purchase price they paid for their coach (upon Sufficient Documented Proof), but in either event, the amount payable would be net of any outstanding coach mortgage IF and only if the Eligible Resident Owner chooses to transfer the mobilehome to the Park Owner.

Transferring the mobilehome to the Park Owner is necessary in order for the Park Owner to take physical and financial responsibility for disposal or disposition of the coach, so if the Eligible Resident Owner chooses not to transfer the mobilehome to the Park Owner, the Eligible Resident Owner will be responsible for disposal or disposition of the coach. This concept is consistent with existing Condition No. 10(b)(vi) (which is renumbered to 10(b)(v) in the proposed amended conditions), but is made more clear in the proposed amended version of Condition No. 10(b)(i).

The term of the rent differential subsidy is determined based on the "Appraised Value Payment" or "Purchase Price Payment" that the resident would receive under Option B; these terms are defined so as to incorporate deduction of any coach mortgage or other applicable amount owed by an Eligible Resident Owner who opts to transfer his or her coach to the Park Owner, meaning the calculation of rent subsidy will account for any such deduction.

As an example, an Eligible Resident Owner whose coach has an appraised on-site value of \$30,000 for a 2-bedroom unit, but who owes a \$15,000 mortgage on the coach, and who chooses to transfer the coach to the Park Owner, would receive only \$15,000 pursuant to Condition No. 10(b)(1). Under the proposed tiered approach, such resident would fall within the \$10,000-\$19,999 bracket for purposes of calculation of the subsidy and would thus be entitled to 3.5 years' worth of subsidy (\$82,200), as opposed to the 2.5 years (\$78,000) the resident would have received if he or she had not owed a coach mortgage (because in that case, the resident would have received \$30,000 pursuant to Condition No. 10(b)(1) and would have thus fallen within the \$30,000-\$39,999 bracket for purposes of calculation of the subsidy). The \$82,200 compensation is calculated by adding \$15,000 for the appraised on-site value to a rent differential of \$1,600 (the difference between a \$2,000 market-rent for a 2-bedroom minus \$400 current rent for the mobilehome space) multiplied by 42 months (3.5 years multiplied by 12 months). The \$78,000 compensation is calculated by adding \$30,000 for the appraised on-site value to a rent differential of \$1,600 (the difference between a \$2,000 market-rent for a 2-bedroom minus \$400 current rent for the mobilehome space) multiplied by 30 months (2.5 years multiplied by 12 months).

Accordingly, the proposed tiered approach inherently accounts for the impacts of any outstanding coach mortgages that may be owed by Eligible Resident Owners by increasing the subsidy term for any residents who would be subject to deductions for such mortgages. Thus, although the City Council may still wish to consider the coach mortgage information obtained by staff in order to understand the precise effects of any proposed benefit structure, the need to make individualized adjustments based on coach mortgages would be lessened or eliminated by adopting the proposed tiered approach.

Staff recommends the proposed tiered approach because it is well-tailored to the objective of mitigating the adverse impacts of the Park's closure on

all residents, in that it awards an escalating rent differential subsidy level corresponding to the degree of hardship that an Eligible Resident Owner is anticipated to otherwise face as a result of the closure based on the calculation of Option B appraised value/purchase price benefits.

B. Time Until Park Closure

As a further measure to mitigate the adverse impacts of the closure on residents' ability to find and relocate to alternative housing, the proposed resolution requires an additional one year to elapse prior to Park closure, thereby increasing the total time period to two years before the Park Owner may compel any resident to vacate as a result of Park closure. This benefit was suggested by MPT Dear during the June 1 hearing and is recommended by staff, because it will allow the residents additional time to prepare and make arrangements to find replacement housing based on the relocation benefits they are provided before they are required to vacate the Park.

In connection with this change, the proposed resolution has also been modified to specify that notwithstanding this two-year time period, the relocation specialist shall be available to assist Eligible Resident Owners under both Options A and B commencing immediately upon adoption/effectiveness of the proposed resolution.

C. Eligible Home Renters

Staff has confirmed that Eligible Home Renters (i.e., those residents who are renting their coaches from the Park Owner) are not left out of the relocation benefit plan. Under the proposed resolution, Eligible Home Renters would receive a lump sum payment equal to one year's worth of rent differential subsidy with respect to the new tenancy (with rent differential calculation based on HUD FMR as referenced in CMC §9128.21(E)(5), same as for Eligible Resident Owners), in addition to payment of costs of moving personal property within the mobile home based on the applicable federal fixed move schedule.

These benefits have not been increased from the Planning Commission decision, because: (i) Eligible Home Renters are not subject to the City's mobile home space rent control regulations, meaning they currently pay rates that have been freely negotiated with the Park Owner and that are much closer to market rental rates than rent-controlled rental rates; (ii) Eligible Home Renters do not own their coaches, and therefore are not entitled to payment of "in-place market value" therefor pursuant to AB 2782; and (iii) the proposed benefits for Eligible Home Renters already compare favorably with those that were awarded to coach renters in the Imperial Avalon closure, in that Imperial Avalon renters were awarded only costs of moving personal property within the mobilehome and not the one year's worth of rent differential subsidy that is proposed for the Rancho Dominguez Eligible Home Renters.

D. Required Proof of Purchase Price Documentation

Finally, the proposed resolution would modify the conditions to change the documentation required to establish proof of payment of a claimed purchase price for purposes of qualifying to receive the Purchase Price Benefit, applying a more precise and reliable standard of “Sufficient Documented Proof” similar to that used in the Imperial Avalon Proceeding, and to provide that in the event of any dispute regarding whether a given resident has submitted “Sufficient Documented Proof,” the Special Master would have final administrative authority to decide the matter.

The proposed modifications to the conditions approved by the Planning Commission are shown in redline in Exhibit “A” to the proposed resolution, and are summarized in the proposed resolution (Exhibit No. 5 - 5.A). Aside from these modifications, the proposed resolution would affirm the Planning Commission decision in all other respects.

4. Appeal Hearing Notice.

Notice of the appeal hearing was sent via certified mail to the Park residents and any nonresident owners of mobile homes in the Park on May 13, 2021, in accordance with CMC §9128.21(D) & (F). Such notices were all confirmed received by May 15, 2021. The notice was also posted at the Park on May 17, 2021. Notice was also provided to the applicant in accordance with CMC §9128.21(D) & (F). On June 1, 2021, the public hearing was opened, and after significant public testimony was heard, the hearing was continued to June 16, 2021 at 5:00 pm, to be conducted at the same location and in the same manner as on June 1, 2021. Accordingly, no re-noticing or further noticing was required for this continued hearing date. Nonetheless, the City issued courtesy notices of the continued hearing date in both English and Spanish via hand delivery to the residents and coach owners on June 9, 2021.

V. **FISCAL IMPACT**

None.

VI. **EXHIBITS**

1. June 1, 2021 City Council Staff Report, including attachments: (pgs. 9-162)
 - A. Planning Commission Staff Report (April 27, 2021)
 - B. Planning Commission Resolution No. 21-2708
 - C. Planning Commission Hearing Minutes
 - D. RSG Low- and Moderate-Income Housing Impact Analysis
 - E. Correspondence with Applicant (as presented to Commission)
 - F. Mayor Pro Tem Dear Appeal
 - G. Notice of Completeness of Mayor Pro Tem Dear Appeal
 - H. Guzman Appeal
 - I. Notice of Deficiency of Guzman Appeal
 - J. Brabant Response Letter, May 26, 2021
 - K. Email Correspondence with Applicant dated May 12, 2021

- L. Public Comment Letter
- M. Resolution No. 21-070 (as proposed on June 1, 2021)
- 2. Resident Survey re: Outstanding Coach Mortgages (June 9, 2021) (pgs. 163-363)
- 3. Responses to Resident Survey re: Outstanding Coach Mortgages (pgs.364-375)
- 4. Public Comment Letters (received for the June 16 continued hearing date) (pg. 376)
- 5. Proposed Resolution No. 21-070 (pgs. 377-393)
 - A. Amended Conditions of RIR No. 04-19

Prepared by: Saied Naaseh, Community Development Director; City Attorney's Office

Report to Mayor and City Council

Tuesday, June 01, 2021
Special Orders of the Day

SUBJECT:

..Title

PUBLIC HEARING ON APPEAL OF CARSON PLANNING COMMISSION DECISION 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 (CITY COUNCIL)

..Body

I. SUMMARY

This matter is an appeal by Mayor Pro Tem Jim Dear from a decision of the Planning Commission dated April 27, 2021, conditionally approving RIR No. 04-19 (the "RIR") related to the determination of relocation impact mitigation measures required to be taken by Carter-Spencer Enterprises, LLC ("Park Owner") in connection with closure of the Rancho Dominguez Mobile Estates mobilehome park, an 81-space mobilehome park located at 425-435 E. Gardena Blvd ("Park").

The operative appeal was filed by Mayor Pro Tem Jim Dear on April 28, 2021, and accepted as complete on May 5, 2021. One other appeal was also filed, by Ana Zuniga of Neighborhood Legal Services of Los Angeles on behalf of Park resident Leopoldo Guzman (the "Guzman Appeal"), but Mayor Pro Tem Dear's appeal was accepted as complete before the Guzman appeal was filed on May 12, 2021. Although the Guzman appeal was incomplete/deficient due to non-payment of the required application fee, the filer of the appeal has the opportunity to be heard in connection with this appeal hearing. The contentions set forth in the Guzman appeal are addressed in Section 8.B of the background section (section IV) of this report.

The Park Owner has stated it anticipates redeveloping the Park property into "denser workforce housing and possible mixed use appropriate to the industrial location." Attached to the RIR as Exhibit "I," the Park Owner has provided a site/yield study demonstrating potential redevelopment of the property from its current 81 mobilehome spaces into 174 one, two and three-bedroom apartments. However, the Park Owner has not applied to the City for approval of any subsequent development project for the property, and has not indicated whether the anticipated future development would include affordable housing units.

This appeal relates solely to the determination of what relocation impact mitigation benefits the Park owner must pay to Park residents in closing the Park.

EXHIBIT NO. 1A

II. RECOMMENDATION

..Recommendation

1. OPEN the public hearing.
2. TAKE public testimony.
3. CLOSE the public hearing.
4. ADOPT 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 (Exhibit No. 13).

..Body

III. ALTERNATIVES

1. TAKE any other action the City Council deems appropriate, subject to the requirements of applicable law.

IV. BACKGROUND

1. Park Overview

The Park is located on a 5.74 acre site on the north side of East Gardena Blvd. between South Avalon Blvd. and Main St., and is comprised of two parcels, one located in the M-L zone and one located in the M-L-D (Manufacturing-Light, Design Overlay) zone. The parcels have a General Plan Land Use designation of light industrial. The Park is a nonconforming use in the ML zone. Land uses surrounding the Park are industrial. (See Exhibit 1, pp. 3-4).

57 of the mobilehomes in the Park are resident-owned, and the remaining 24 are Park-owned.

2. RIR Application Process; Disputes with Applicant

The filing and processing of the RIR application, and the disputes between the City and the applicant regarding, among other issues, the identity of the “person or entity proposing the change in use” responsible for payment of mitigation, are detailed in the Planning Commission Staff Report (Exhibit No. 1, including pp. 7-10 thereof), Planning Commission Resolution (Exhibit No. 2), Planning Commission Hearing Minutes (Exhibit No. 3) and the correspondence with the

applicant that was presented to the Planning Commission (Exhibit No. 5), and will not be restated here.

3. Legal Standard.

The City Council's decision is subject to AB 2782, a bill that was signed by the Governor on August 31, 2020, and that took effect as law on January 1, 2021. AB 2782 amended several statutory provisions of state law applicable to mobilehome park closures including, most notably, Government Code Section 65863.7. AB 2782 (without limitation) made the following key changes to Government Code §65863.7:

- Added a requirement that a relocation impact report, rather than “address[ing] the availability of adequate replacement housing in mobilehome parks and relocation costs,” include “a replacement and relocation plan that adequately mitigates the impact upon the ability of the displaced residents of the mobilehome park to be converted or closed to find adequate housing in a mobilehome park.” (Gov’t Code §65863.7(a)(1)).
- Added a requirement that “if a displaced resident cannot obtain adequate housing in another mobilehome park, the person or entity proposing the change of use shall pay to the displaced resident the in-place market value of the displaced resident’s mobilehome.” (Gov’t Code §65863.7(a)(2)).
 - To facilitate this requirement, provides that “in-place market value shall be determined by a state-certified appraiser with experience establishing the value of mobilehomes. The appraisal shall be based upon the current in-place location of the mobilehome and shall assume the continuation of the mobilehome park.”
- Added a requirement that a city legislative or advisory body, before approving any closure/change of use, “make a finding as to whether or not approval of the park closure and the park’s conversion into its intended new use, taking into consideration both the impact report as a whole and the overall housing availability within the local jurisdiction, will result in or materially contribute to a shortage of housing opportunities and choices for low- and moderate-income households within the local jurisdiction.” (Gov’t Code §65863.7(e)(1)(B)).
- Removed the limitation from prior Gov’t Code §65863.7(e) that “the steps required to be taken to mitigate shall not exceed the reasonable costs of relocation.” With removal of this limitation, Gov’t Code §65863.7(e)(2) now provides in full, “The legislative body, or its delegated advisory agency, may require, as a condition of the change, the person or entity proposing the change in use to take steps to mitigate any adverse impact of the conversion, closure, or cessation of use on the ability of displaced mobilehome park residents to find adequate housing in a mobilehome park.”

The City's mobilehome park closure ordinance, CMC §9128.21, also applies to the Council's decision on this appeal, except to the extent of any conflict with AB 2782. Subsection (E) of that section provides, in part, 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.”

CMC §9128.21 (E) also provides that the Commission (or Council on appeal) “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 (or Council on appeal) “does not make this finding and is unable to impose reasonable measures to mitigate the adverse impact, [it] 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.” (CMC §9128.21(E)).

Pursuant to CMC §9173.4(C)(2), the Council, as the appellate body acting on the appeal from the Planning Commission’s decision, may either: (a) affirm the decision; (b) modify the decision; (c) refer the matter back to the Commission, with instructions; or (d) reverse the decision. Unless referred back to the Commission, the appellate decision shall be supported by written findings. (CMC §9173.4(C)(3)).

Pursuant to CMC §9128.21(F), “the Council shall, by resolution, render its findings and decision thereon within forty-five (45) days after the date first set for hearing on the appeal.”

4. Park Owner-Proposed Relocation Benefits in RIR

In the RIR, the Park Owner proposed one of two benefit packages for resident-homeowners, depending on whether it is feasible for the resident’s mobilehome to be relocated to another mobilehome park. Note: the following is an overview of the relocation impact mitigation measures as proposed by the Park Owner in the RIR; the Planning Commission Decision modified and increased the required mitigation measures as discussed in Section 7, below.

Relocation Assistance for Resident Homeowners who can Relocate their Coaches

In situations where it is feasible to relocate the mobilehome, the Park Owner proposes to: (i) reimburse actual costs of relocation, including costs to disassemble, transport, reassemble and level the mobile home and all permitted moveable accessory structures; (ii) arrange and provide for transportation of the mobile home and disconnection and reconnection of utilities; (iii) pay costs of moving all personal property, allowance to be determined based on the federal fixed move schedule for the State of California and the size of the displacement dwelling and/or professional mover bids; and (iv) pay 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. Also, all residents would have access to up to eight hours’ of services of a relocation specialist to help them with all aspects of the relocation process at no charge. (Exh. 2.B, pp. 15-16).

As stated in the RIR, a survey was conducted of (i) all mobilehome parks located within 30 miles of the Park, and (ii) comparable parks located between 30-50 miles from the Park, and only 37 available spaces were identified. Furthermore, generally accepted industry standards dictate that parks with available spaces will only allow mobile homes to be moved in if they are less than five years old, and will deny mobile homes that are more than 10 years old. None of the coaches in the Park meet the 10-year age criteria. Therefore, as stated in the RIR, "it is a reasonable assumption that none of the Park mobile homes may be relocated to a comparable park within the vicinity of the Park." (Exh. 2.B, pp. 8-9).

Based on the foregoing, staff expects that this relocation benefit package would not apply to any Park residents.

Relocation Assistance for Resident Homeowners who cannot Relocate their Coaches

The RIR states that in situations where it is not feasible to relocate the mobilehome, and the "Eligible Resident Owner"¹ rents or buys a replacement dwelling, the Park Owner proposes to pay the homeowner a lump sum payment equal to the NADA *off-site* value as determined by Jim Brabant, MAI (discussed below), in addition to: (1) a lump sum payment in the amount of \$3,200 for a one-bedroom mobilehome, \$3,800 for a two-bedroom mobilehome, and \$4,800 for a three-bedroom mobilehome, as rental assistance in the form of first and last month's rent for subsequent housing; (2) an extra \$1,000 to Eligible Resident Owners who are 62 years of age or older and/or disabled; (3) costs of moving all personal property; (4) payment of the costs of disposing of the existing mobilehome if the home owner chooses to transfer the mobilehome to the Park Owner; and (5) services of a relocation specialist as stated above. (Exh. 2.B, pp. 16-17).

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 state-certified MAI appraiser James Brabant. (Exh. 2.C).

The total appraised off-site value of the 57 resident-owned mobilehomes in the Park according to Mr. Brabant's appraisal was \$775,700, representing an average of \$13,608.77 per space. As stated in the appraisal report, "For the opinions of off-site value we have used the NADA Appraisal Guides and have assumed that the homes are not located in a rental mobile home park. This is a hypothetical condition that is necessary for the analysis." (Exh. 2.C, p.3).

The appraised off-site values were naturally far lower than the appraised on-site values, because the off-site values do not take into account the location of the coach, being sited in a rent-controlled mobilehome park in the City of Carson.

¹ This term is defined in the RIR as the registered owner(s) of the mobilehome with clear title, or trustors or beneficiaries of living trusts holding clear title to the mobilehome or a life estate in the mobilehome, whose mobilehome is located in the Park and who has resided in the mobilehome continually since prior to the date the RIR was filed with the City. (RIR p. 15).

The total appraised on-site value was \$1,599,000, representing an average of \$28,052.63 per space.

As noted above, the Park Owner proposes to pay each Eligible Resident Owner whose coach cannot feasibly be relocated to another park the appraised *off-site* value of his/her coach (plus the other small lump sum payments discussed above). This proposal is based on (i) Park Owner's contentions referenced above including that the City is the "person or entity proposing the change in use" responsible for payment of the mitigation measures, and (ii) the City's 2008 approval of a relocation impact report for closure of a nonconforming mobilehome park known as Bel Abbey with required relocation impact mitigation measures in the form 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. In the RIR, the Park Owner contends that the same standard should apply to Rancho Dominguez, and states that if the City seeks to impose mitigation measures beyond what is proposed by the Park Owner in the RIR, the City must pay the entirety of the mitigation measures itself.

In the RIR, the Park Owner proposes to pay the costs of removal and disposition of the mobilehome IF the homeowner chooses to transfer the mobilehome to the Park Owner. (See Exh. 2.B, p. 17). To transfer the mobilehome to the Park Owner, the homeowner would need to convey the mobilehome title to the Park Owner, so presumably the homeowner would be responsible for paying off any liens or encumbrances (or otherwise, for paying the costs of removal and disposition of the coach). However, the RIR notes that none of the 41 households that responded to the resident questionnaire reported any existing loans on their homes.

The RIR identified 230 mobilehomes available for purchase within comparable parks within 50 miles of the Park, with purchase prices ranging from \$12,500 to \$299,900, although the majority of the dwellings were listed between \$50,000 - \$150,000. It should be noted that although the RIR states that "mobile homes with higher sale prices may include the land, making it very much like single family residences or condominium units with common area maintenance monthly dues instead of space rents," the purchase prices listed do not include space rents for those purchases that do not include the land. As stated in the RIR, space rents ranged from \$790 to \$2,100 per month for the 37 available spaces within a 50-mile radius of the Park. (Exh. 2.B, p. 8-9, Exhibit F thereto).

In addition, rental apartments within a 15-mile radius of the Park were available as follows: (i) 9 studio apartments with monthly rent ranging from \$950 to \$1,795; (2) 25 one-bedroom apartments with monthly rent ranging from \$1,329 to \$2,200; (3) 62 two-bedroom apartments with monthly rent ranging from \$1,695 to \$3,950; and (4) 42 three-bedroom apartments with rent ranging from \$2,095 to \$3,700. Finally, there were 97 condominiums available for sale at prices ranging from \$230,000 to \$460,000. (Exh. 2.B, p. 10).

In regards to the timing of relocation benefit payments, the RIR proposes that upon issuance of the 6-month notice of termination of tenancy, Eligible Resident Owners would be able submit written requests to the Park Owner and/or relocation specialist to receive appropriate relocation benefits and would be

immediately entitled to the services of the relocation specialist. All or some portion of the monetary benefits may be paid prior to the resident's actual vacation of the Park provided that the resident provides assurances to the satisfaction of the Park Owner that adequate arrangements have been made to vacate the Park and that advance funding is needed to pay the relocation expense. Otherwise, monetary benefits would be paid in full within three (3) days of vacation of the Park by the Eligible Resident Owner.

Proposed Mitigation to Other Residents/Lessees

For residents who do not own their coaches (i.e., those who are tenants in Park-owned coaches), the RIR states the Park Owner has no obligation to mitigate relocation costs, and offers only to provide a fixed payment to "Eligible Home Renters"² based on the federal fixed move schedule to assist with moving their personal property to a replacement dwelling provided the renter and all other occupants permanently vacate the Park. Subleasing is prohibited in the Park, and as such, Park Owner offers no mitigation to subleasing tenants or non-residents. (Exh. 2.B, p. 17).

5. Affordable Housing Options/Impacts

The RIR does not propose any affordable housing options or subsidies for the residents who would be displaced by the Park closure, which is all residents of the Park. The RIR identifies an anticipated future use of the property, describing it as including "denser workforce housing" consisting of 174 one, two and three bedroom apartments (Exh. 2.B, p. 5, Exh. I thereto), but does not specify whether such use would include actual deed-restricted affordable housing units. The RIR asserts that by more than doubling the current housing provided by the property, the anticipated future use of the property would include and contribute to housing opportunities for low- and moderate-income households within the City and would not materially contribute to a shortage of housing opportunities for low- and moderate-income households.

As noted above, AB 2782 requires the City to make a finding as to whether or not approval of the Park closure and the Park's conversion into its intended new use, taking into consideration both the RIR as a whole and the overall housing availability within the City, will result in or materially contribute to a shortage of housing opportunities and choices for low- and moderate-income households within the City.

The City commissioned a study performed by consultant RSG, Inc., in order to assist in making this finding. (Exhibit No. 4). The study found that the closure of the Park will materially contribute to the shortage of affordable housing in the City for several reasons: (1) the potential future of the use of the site is uncertain and may take several years to develop; (2) there are no available mobile home spaces for lease within the City; (3) while there is a supply of market rate units, the existing marketplace cannot accommodate the displaced residents at their

² The RIR defines this term as "those who occupy a Park-owned mobilehome and are named on its lease agreement with Park Owner at the time of filing the Impact Report."

income levels (as according to the RIR, only 3 of 35 reporting Park households reported being above low income); and (4) although the City is in negotiations with two private developers for the potential provision of over 200 affordable housing units to be included in projects in the housing development pipeline including approximately 83 units in the proposed Imperial Avalon Specific Plan.

The study further found that the RIR as proposed does not adequately mitigate the effect of the closure of the Park on the displaced residents, and recommended five potential mitigation measure options, including increasing relocation rental assistance. The Planning Commission's decision addressing this issue is discussed in Section 7, below.

6. Planning Commission Hearing.

The Planning Commission hearing was conducted on April 27, 2021, via remote teleconferencing using the Zoom electronic software application due to public health concerns related to the declared local emergency regarding COVID-19, in accordance with the Brown Act and applicable executive orders.

All Park residents and mobilehome owners, as well as the RIR applicant, were duly notified of the Commission hearing in accordance with CMC §9128.21(D) & (F). All interested persons were given the opportunity to join the Zoom meeting and thereby provide live public comment during the hearing. Additionally, all interested persons were given the opportunity to participate in-person from the City's Community Center, where a microphone, podium, and projector screen were set up, allowing members of the public to watch the hearing and provide public comment in real-time. All Park residents and others who wished to speak were heard, and the applicant/legal counsel for the Park Owner was permitted to speak at length.

Additionally, all Park residents and members of the public were allowed to submit public comments in writing in advance of the hearing. All written public comments received by the agenda deadline were included as an attachment to the Planning Commission staff report, and all written comments received after the deadline were read or displayed on the record.

Translators were provided to translate the hearing live into Spanish. The translators also translated both written and oral public comments made in Spanish into English for the benefit of the Commission and other hearing participants.

For those wishing to simply observe the hearing without providing live public comment, the hearing was broadcast live on the City's website and on the City's cable television channels.

7. Planning Commission Decision.

The resolution that was submitted for the Planning Commission's consideration pursuant to Planning staff's recommendation contained conditions and modifications to the Park Owner's proposed mitigation measures as described in pages 15-16 of the Planning Commission staff report (Exhibit 1), including, without limitation, requiring the Park Owner to pay Brabant's appraised on-site

values for resident-owned mobilehomes that cannot feasibly be relocated to available spaces in comparable parks within 50 miles of the Park, modifying the definition of “Eligible Resident Owner” to remove unduly stringent eligibility criteria proposed in the RIR for entitlement to receive the appraised-value benefit package, and imposing procedural conditions similar to those imposed in connection with the City’s decision on Relocation Impact Report No. 05-20 related to Imperial Avalon Mobile Estates in 2020 (the “Imperial Avalon Proceeding”).

The Planning Commission adopted the resolution that was proposed to it by Planning staff, subject to specified modifications summarized as follows:

- Residents who paid more to purchase their mobilehome in the Park than the Brabant-appraised on-site value of their mobilehome shall be entitled to receive an amount equivalent to their purchase price as mitigation in lieu of their appraised on-site value, upon submission of any proof of purchase including escrow documentation or receipts (the “Purchase Price Benefit”);
- The RIR approval shall take effect one year following the date of the City’s final decision on the application (meaning the Park Owner may not compel any resident to vacate the Park until at least one year after the date of the City’s final decision), and shall thereafter be effective for one year (during which period Park Owner would be authorized to effectuate the Park Closure).
- Eligible Park residents over 62 years of age would be entitled to receive an additional \$5,000 lump sum payment in lieu of the \$1,000 payment proposed in the RIR, with a limit of one such payment per household.
- The timing of payment of all monetary relocation benefits shall be as follows: the first 50% shall be paid at least 60 days in advance of a Park resident being required to vacate the park, and the remaining 50% shall be paid no later than upon the resident’s vacation of the Park.
- The conditions of approval and relocation benefit request forms shall be translated into Spanish.
- All resident households (including homeowners and home renters) shall be entitled to receive one year of rent differential pursuant to CMC §9128.21(E)(5), which provides for compensation 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” (“HUD FMR”). The HUD FMR figures are available at: https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2021_code/2021summary.odn, and the applicable HUD FMR figures are as follows:

Year	One-Bedroom	Two-Bedroom	Three-Bedroom
FY 2021	\$1,605	\$2,058	\$2,735

The amount of the rent differential benefit for a given Park household would be calculated by subtracting the actual Park rent paid by the household from the applicable HUD FMR figure for the relevant time period. Per CMC §9128.21(E)(5), compensation would correspond to the number of bedrooms in the mobile home, so that a one-bedroom mobile home would be

compensated based on a one-bedroom apartment, a two-bedroom mobile home based on a two-bedroom apartment, and a three-bedroom mobilehome based on a three-bedroom apartment.

- The Commission included a non-binding condition urging the Park Owner to aggressively pursue remediation of the Park property to a level that would be suitable to support the Park Owner's anticipated future use of the Property, which would include workforce housing as noted above.

The signed Planning Commission resolution reflecting the Planning Commission's decision, including the foregoing modifications, is attached hereto as Exhibit No. 2.

8. Appeals; Park Owner Request.

A. Mayor Pro Tem Dear Appeal.

Mayor Pro Tem Jim Dear's appeal was filed on April 28, 2021, and was complete as filed. Under CMC §9173.4, when an appeal is filed by a City Councilmember, no appeal fee is required, and the statement of grounds for appeal need only provide, in substance and effect, a request that a specific decision, administrative case number, or resolution number, as the case may be, be reviewed by the Planning Commission or City Council, as the case may be. No other grounds for appeal need be stated to perfect such appeal.

The Mayor Pro Tem's appeal provided the required information, and as such was accepted as complete on May 5, 2021, notwithstanding that no specifics were provided in regards to any deficiencies in the Planning Commission decision; only a general statement that the matter should be considered by the City Council. Exhibit No.'s 6-7). The result is an open-ended appeal at which all contentions and concerns of the Park residents, the applicant, and other interested persons may be considered.

B. Guzman Appeal.

The Guzman appeal was incomplete/deficient due to failure to file the required application fee, but Mr. Guzman, via his legal counsel Ana Zuniga, was informed that his contentions could be considered at the Council appeal hearing pursuant to the Mayor Pro Tem's appeal, like all other contentions that may be raised via public comment submitted at/for the hearing. (Exhibit No.'s 8-9). Several of the contentions related to the appraisal performed by Mr. Brabant. Mr. Brabant has provided written a response letter addressing those contentions, which is attached as Exhibit No. 10. The remaining contentions are addressed below.

- *Contention:* Although it is understood that interior inspections of the homes were not conducted due to COVID-19, this does not negate the fact that interior inspections are necessary for a fair and accurate appraisal.
 - *Staff's Response:* This topic is addressed extensively in Mr. Brabant's appraisal report. (Exh. 2.C). However, it also bears noting that Condition No. 18 imposed by the Planning Commission provides a procedure whereby any resident who believes that the Brabant appraisal failed to properly consider or account for any upgrade or improvement

made to their mobile home may submit an application to the City for an adjustment to the appraisal of their mobile home to take into account said improvement or upgrade. If such application is approved, the appraised value of the home will be adjusted to account for the omitted improvement or upgrade. Therefore, the residents have a remedy to correct any adverse impact to their relocation benefits that could otherwise result from any error or inaccuracy in the appraisal report regarding the interior of their home. (Exh. 2.D).

- *Contention:* The Planning Commission hearing did not represent a fair and full opportunity for Park residents to be heard, because the hearing started too late, lasted too long, and finished too late.

- *Staff's Response:* The Planning Commission meeting began at 6:30 p.m. as required by CMC §2703 for all regular Planning Commission meetings. Staff and the Commission prioritized the public hearing and went out of their way to structure the agenda so as to allow for the public hearing to commence as early as possible, but unfortunately there were other matters that also required the Commission's consideration on that evening. The public hearing commenced in a timely fashion after the meeting began, and was taken up in accordance with the posted agenda. The evening meeting start time is designed to ensure that members of the public have an opportunity to view and participate in the hearing after returning from their day of work. If the hearing had been conducted during the daytime, many residents likely would have been unable to participate due to being at work. As between the two options, the evening start time is preferable, because fewer people have to work during those hours. It is commonplace for meetings of the City Council and Planning Commission to run late into the evening, not just in Carson but in many other cities as well, for this very reason. Naturally, the hearing took a significant amount of time (approximately 4 hours) because of the importance of the matter being considered, and because everyone wishing to provide public comment was allowed the opportunity to do so. The fact that the hearing ran into the late evening did not deprive anyone of a meaningful opportunity to participate or be heard.

- *Contention:* The Planning Commission hearing did not represent a fair and full opportunity for Park residents to be heard, because there was insufficient Spanish translation available, in that the staff report and RIR/appraisal report were not provided in Spanish and the cable and online broadcasts of the hearing were not translated into Spanish.

- *Staff's Response:* The City is not required to provide Spanish translation of the staff report, RIR, appraisal report, or other hearing documents, or of the hearing proceedings. Nonetheless, the City provided Spanish translators at the hearing, who translated the proceedings and written public comments received and who were available to assist any and all residents who wished to provide oral public comment. The City provided these services as a courtesy to the residents, and will again provide these same services at the City Council hearing. Additionally, it

should be noted that the Planning Commission imposed conditions requiring the Park Owner to have the conditions of approval and relocation benefit request forms translated into Spanish, with Spanish copies made available to all residents who request them. (Exh. 2.D, Condition No. 10(b)(viii), Condition No. 20).

C. *Park Owner's Request.*

The Park Owner did not submit an appeal of the Planning Commission decision, but did object, via email to the City Attorney's office, to the Purchase Price Benefit imposed by the Planning Commission, on the basis that Park residents bought their homes with full disclosure that the Park was required to close, and to the use of the term "receipts" as a means of establishing proof of purchase price for purposes of qualification to receive the Purchase Price Benefit. (Exh. 11).

To address the latter concern, the applicant strongly suggested that more precise and reliable documentation be required to establish proof of purchase price, alluding to the "sufficient documented proof" standard used in the Imperial Avalon Proceeding, but with the modification that one document that contains non-self-reported purchase price information be required, along with one document that contains self-reported purchase price information. (Exh. 11).

Staff is of the opinion that the request regarding the required proof of purchase documentation is reasonable, and as such this modification has been included in the proposed resolution (Exh. 13).

9. Appeal Hearing Notice.

Notice of the appeal hearing was sent via certified mail to the Park residents and any nonresident owners of mobile homes in the Park on May 13, 2021, in accordance with CMC §9128.21(D) & (F). Such notices were all confirmed received by May 15, 2021. The notice was also posted at the Park on May 17, 2021. Notice was also provided to the applicant in accordance with CMC §9128.21(D) & (F).

10. Proposed Resolution.

The proposed resolution contains blanks for potential modification of the relevant conditions of approval pertaining to the duration of the rent differential subsidy benefit that the Park Owner would be required to pay to displaced residents.

As noted above, the Planning Commission approved one year's worth of rent differential subsidy for all Eligible Resident Owners and Eligible Home Renters. Staff believes that if Council determines that imposing additional relocation impact mitigation measures on the Park Owner is justified, the most fair and appropriate way of doing so is by increasing the duration of the rent differential subsidy benefit, because unlike the Imperial Avalon Proceeding (wherein all residents were offered guaranteed tenancy in future housing owned by the park owner at rent subsidized to affordable housing rates by the park owner in addition to 45% of their adjusted appraised value, as part of the benefit package alternative referred to as "Option C"), the Rancho Dominguez residents are not being offered an "Option C" equivalent or other affordable housing benefit by the

Park Owner, and the rent differential subsidy condition helps to fulfill a similar purpose of helping to mitigate the risk of homelessness resulting to any resident from the Park closure.

Thus, if the Council determines that additional relocation impact mitigation measures are justified pursuant to CMC 9128.21(E) and Gov't Code §65863.7, the Council may fill in a greater length of time in the blanks in the proposed resolution in lieu of the current one-year figure.

Adoption of the proposed resolution would also modify Condition No. 10(b)(i) related to the documentation required to establish proof of payment of a claimed purchase price for purposes of qualifying to receive the Purchase Price Benefit, applying a standard of "Sufficient Documented Proof" similar to that used in the Imperial Avalon Proceeding, and would modify Condition No. 19 to provide that in the event of any dispute regarding whether a given resident has submitted "Sufficient Documented Proof," the Special Master would have final administrative authority to decide the matter.

The amended conditions reflecting any modifications made by the Council would be attached to the proposed resolution for adoption following Council deliberations.

Aside from the above-referenced modifications, the proposed resolution would affirm the Planning Commission decision in all other respects.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Planning Commission Staff Report. (pgs. 16-33)
2. Planning Commission Resolution No. 21-2708. (pgs. 34-146)
 - A. Legal Description of Property
 - B. Relocation Impact Report No. 04-19
 - C. Brabant Appraisal Report
 - D. Conditions of RIR No. 04-19
3. Planning Commission Hearing Minutes (pgs.147-154)
4. RSG Low- and Moderate-Income Housing Impact Analysis (pgs.155-167)
5. Correspondence with Applicant (as presented to Commission) (pgs.168-203)
6. Mayor Pro Tem Dear Appeal (pgs. 204-205)
7. Notice of Completeness of Appeal of Mayor Pro Tem Dear (pg. 206)
8. Guzman Appeal (pgs. 207-220)
9. Notice of Deficiency of Guzman Appeal (pg. 221)
10. Brabant Response Letter, May 26, 2021 (pgs. 222-223)
11. Email Correspondence with Applicant dated May 12, 2021 (pgs. 224-229)
12. Public Comment Letters (pgs. 230-345)
13. Proposed Resolution No. 21-070 (pgs.346-353)

Prepared by: Saied Naaseh, Community Development Director; City Attorney's Office



CITY OF CARSON

PLANNING COMMISSION STAFF REPORT

PUBLIC HEARING: April 27, 2021

SUBJECT: Relocation Impact Report (RIR) No. 04-19

APPLICANT: Richard H. Close, Esq.
Cozen O'Connor
1299 Ocean Ave., Suite 900
Santa Monica, CA 90401

PROPERTY OWNER: Carter-Spencer Enterprises, LLC
60 W. 57th St., #17L
New York, NY 10019

REQUEST: Consider Relocation Impact Report No. 04-19 related to the Closure of Rancho Dominguez Mobile Estates Mobile Home Park

PROPERTY INVOLVED: Rancho Dominguez Mobile Estates (425-435 E. Gardena Blvd.)

COMMISSION ACTION

AYE	NO		AYE	NO	
		Chairperson Thomas			Monteclaro
		Vice-Chair Palmer			D. Thomas
		Diaz			Rashad
		Guerra			
		Huff			Alt. Alt. Alt.

Item No. 6B

I. Introduction

Applicant

Richard H. Close, Esq.
Cozen O'Connor
1299 Ocean Ave., Suite 900
Santa Monica, CA 90401

Property Owner

Carter-Spencer Enterprises, LLC
60 W. 57th St., #17L
New York, NY 10019

II. Background; Project Description

The applicant requests approval of RIR No. 04-19, including the proposed measures to be taken by Carter-Spencer Enterprises, LLC (the "Park Owner"), owner of Rancho Dominguez 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 Park is located in an industrial zone and surrounded by industrial uses. The Park is a nonconforming use in its zone (the "Manufacturing-Light," or "M-L" zone) as a result of a zoning ordinance adopted by the City in 1977 providing that mobilehome parks are not permitted uses in the M-L zone, and establishing a 35-year amortization period during which the Park was allowed to remain in operation as a legal nonconforming use. That period expired in 2012, but the Park Owner continued to operate the Park and the City took no code enforcement action to compel the Park Owner to terminate the use.

Likely because of its industrial character, according to the California Office of Environmental Health Hazard Assessment, the Census Tract in which the Park is located is in the top 10% of the state for the levels of diesel emissions and toxic substance pollution. Additionally, while staff is not aware of any testing having been conducted to confirm whether or not ground/soil contamination exists on the subject property, the subject property was previously an agricultural/farm use, which is a type of use that can sometimes cause such contamination, and contamination has been found in other properties in the vicinity due to former landfill uses or other former or current industrial uses in the area. Accordingly, there may be health risks associated with the existing residential use and occupancy of the Park without proper remediation. (Exh. 2).

These concerns, or consideration of the industrial character of the area generally, may explain why the subject property was zoned M-L and accorded a general plan land use designation of light industrial by the City years ago. Closure of the Park would pave the way for the pollution issues affecting the subject property to be redressed as a pre-requisite of any subsequent redevelopment thereof. Even properties affected by severe air pollution and ground contamination are capable of being remediated to a level that is safe for future use, sometimes even as a residential use. One example in the City is Cell 1 of the 157-acre former Cal-Compact Landfill property, which has been approved by the Department of Toxic Substances Control (DTSC) for residential development of hundreds of units upon successful completion of a remediation plan. Air pollution

concerns similarly can be redressed in connection with redevelopment via remedial measures including but not limited to installation of trees and landscaping.

Based on these considerations, staff is of the opinion that closure of the Park is in the best interest of all parties, including the Park residents, and that the Commission's focus, rather than preventing Park closure, should be on ensuring that adequate, legally-compliant measures are taken by the Park Owner to mitigate the adverse impacts of the closure on the ability of the Park residents, all of whom would be displaced, to find adequate alternative housing, and that the City, in cooperation with the Park Owner, aggressively pursue remediation of the property in connection with any potential redevelopment.

The applicant has stated it anticipates redeveloping the Park property into "denser workforce housing and possible mixed use appropriate to the industrial location." Attached to the Park Owner's Relocation Impact Report ("RIR") as exhibit I, the applicant has provided a site/yield study demonstrating potential redevelopment of the property from its current 81 mobilehome spaces into 174 one, two and three-bedroom apartments. (Exhibit 1.B, pp. 5, 62). However, the applicant has not applied to the City for approval of any subsequent development project for the Park property, and has not indicated whether the anticipated future development would include affordable housing units.

Importantly, approval of the proposed RIR does not include, relate to, or commit the City to any potential subsequent development project, or any aspect thereof, on the subject property or any other property. 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 Park residents and what measures the Park Owner must take to mitigate those impacts. State law and the City's ordinance applicable to review of relocation impact reports for mobilehome park closures (CMC §9128.21) is discussed in Section IV.B, below.

Upon effectiveness of any final City approval of the RIR (including a Planning Commission approval and a City Council approval in the event of an appeal), the Park Owner would be required to give Park residents at least six months' notice to terminate their Park space tenancies due to Park closure in accordance with the Mobilehome Residency Law. Upon effectiveness of such termination of tenancies, the Park Owner would be authorized to compel residents to vacate the Park. The Park Owner has not committed to allowing the Park to remain open beyond said time frame.

III. Project Site and Surrounding Land Uses

The Park is located on the north side of E. Gardena Blvd. between S. Avalon Blvd. and Main St., and is comprised of two parcels, one located in the M-L zone and one located in the M-L-D (Manufacturing-Light, Design Overlay) zone. The parcels have a General Plan Land Use designation of light industrial. The Park is a nonconforming use in the ML zone.

Land uses surrounding the Park are industrial.



[Figure (a): Aerial photo of Rancho Dominguez Mobile Estates]

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

Site Information	
General Plan Land Use	Light Industrial
Zone District	ML-D (APN 6125013057); ML (APN 6125013010)
Site Size	5.74 acres
Present Use and Development	Mobile home park – Rancho Dominguez Mobile Estates
Surrounding Uses/Zoning	North: Industrial, zoned ML South: Industrial, zoned ML East: Industrial, zoned ML-D West: Industrial, zoned ML
Access	Ingress/Egress: E. Gardena Blvd.

IV. Analysis

A. Site History; Community Outreach; Application Processing; Hearing Notice

The Park was developed around 1962, according to the appraisal report submitted by the applicant. This preceded incorporation of the City.

The Park Owner filed an incomplete application for approval of a relocation impact report for the Park with the City on February 22, 2019. The applicant hosted three informational meetings with the residents regarding the Park closure on October 21, 2019, and October 23, 2019.

The applicant filed an initial version of the RIR, together with the Brabant appraisal report, completed questionnaires from 39 residents¹ pursuant to CMC Section 9128.21(B), and other related documentation, on October 26, 2020. On December 30, 2020, the applicant submitted a revised version of the RIR to address certain application incompleteness items. The RIR application was completed on January 29, 2021, and on February 4, 2021, the Director of Community Development (“Director”), assigned the applicant the Planning Commission hearing date of April 27, 2021. The applicant agreed to this hearing date in communications with the City Attorney’s office despite the 45-day provision of CMC Section 9128.21(D), in light of the conflicting provision of Government Code (“Gov’t Code”) Section 65863.7(b), which, as amended by AB 2782 effective January 1, 2021, requires “the person proposing the change in use” (discussed further in Section IV.D, below) to provide a copy of the RIR to the Park residents at least 60 days prior to the Commission hearing.

On February 24, 2021, the Director, with assistance from the applicant, gave the Park residents notice of the April 27, 2021 public hearing before the Commission pursuant to CMC §9128.21(D). The notice of public hearing was posted to the Park property and mailed to each of the residents and coach owners via certified mail together with a cover letter from the Director, a copy of the RIR, individualized appraisal information (see Section IV.E, below), and a copy of the survey required by Section 207(B)(10) of the City’s Charter. All notices were confirmed received in accordance with applicable law. The notice materials are on file with the Community Development Department.

Charter Section 207(B)(10) (second sentence) requires the City, in determining reasonable measures to mitigate the adverse impacts of mobilehome park closures, to consider the results of a survey of the park residents’ support for the closure. The City received 35 responses to the Survey; 27 of the responses stated that they do not support the closure of the Park; two (2) stated that they support the closure of the Park on the Park Owner’s proposed relocation benefit terms; and five (5) stated that they support the closure of the Park on other relocation benefit terms – the desired terms varied, but related primarily to concerns that the appraised values of their homes were too low. Of the 35 responses, one person indicated they declined to answer the survey.

The notice of public hearing informed the residents of the opportunities they would have to participate in the public hearing, including that all residents who wish to submit public comments can do so via email or written note submitted in advance of the hearing, or can submit public comments telephonically in real-time during the hearing by joining the meeting on the zoom application.

The notice of public hearing also informed residents that due to then-current State and County COVID-19 restrictions, City was precluded from making its Community Center available as a location from which residents could provide live public comment during

¹ The number of completed questionnaires provided to the City was subsequently increased to 41.

the public hearing, but that in the event restrictions were modified prior to the hearing date so as to permit the City to lawfully provide this option, the City would do so, and in that event, a further notice would issue, providing further details regarding this method of participation. A further notice confirming availability of this option and providing details was issued on April 15, 2021.

As stated in the notice, those who wish to simply observe the hearing in real-time without offering public comment can do so by watching it live on the City's PEG channel and/or online on the City's website, where the hearing will be live-streamed.

Public comments submitted in advance of the posting of the Planning Commission Agenda for the relevant meeting are attached hereto as Exhibit 4.

B. Legal Standard; Authority to Require Relocation Assistance

Gov't Code Section 65863.7(a)(1) provides that prior to closure of a mobile home park, the person or entity proposing the change of use shall file a report on the impact of the closure of the park. The report shall include a replacement and relocation plan that adequately mitigates the impact upon the ability of the displaced residents to find adequate housing in a mobilehome park.

Pursuant to this requirement and CMC §9128.21, the Park Owner has filed the RIR (Exhibit 1.B). The RIR details replacement housing resources at pp. 8-10 and exhibits F-H. Moving costs are discussed on page 11, mobile home values are discussed on pp. 11-12 and in the Brabant appraisal report, and impacts and proposed mitigation measures are discussed on pp. 12-17. A "Relocation Plan/Explanation of Services" is provided on pp. 18-20.

Under Gov't Code §65863.7(e)(1), the Planning Commission is required, prior to approval of any change in use, to review the RIR and any additional relevant documentation and make a finding as to whether or not approval of the Park closure and the Park's conversion into its intended new use, taking into consideration both the RIR as a whole and the overall housing availability within the City, will result in or materially contribute to a shortage of housing opportunities and choices for low- and moderate-income households within the City. Under subsection (e)(2), the Commission may require, as a condition of the change, the person or entity proposing the change in use to take steps to mitigate any adverse impact of the Park closure on the ability of the displaced Park residents to find adequate housing in a mobilehome park.

Additionally, CMC §9128.21(E), in part, 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."

CMC §9128.21(E) also provides that 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."

C. Dispute re: Applicability of AB 2782

The foregoing discussion refers to state law as amended by AB 2782, a bill that was signed by the Governor on August 31, 2020, and took effect as law on January 1, 2021. AB 2782 amended several statutory provisions including, most notably, Gov't Code Section 65863.7. AB 2782 (without limitation) made the following key changes to Gov't Code §65863.7:

- Added a requirement that a relocation impact report, rather than “address[ing] the availability of adequate replacement housing in mobilehome parks and relocation costs,” to include “a replacement and relocation plan that adequately mitigates the impact upon the ability of the displaced residents of the mobilehome park to be converted or closed to find adequate housing in a mobilehome park.”
- Added a requirement that “if a displaced resident cannot obtain adequate housing in another mobilehome park, the person or entity proposing the change of use shall pay to the displaced resident the in-place market value of the displaced resident’s mobilehome.”
 - To facilitate this requirement, provides that “in-place market value shall be determined by a state-certified appraiser with experience establishing the value of mobilehomes. The appraisal shall be based upon the current in-place location of the mobilehome and shall assume the continuation of the mobilehome park.”
- Added a requirement that a city legislative or advisory body, before approving any closure/change of use, “make a finding as to whether or not approval of the park closure and the park’s conversion into its intended new use, taking into consideration both the impact report as a whole and the overall housing availability within the local jurisdiction, will result in or materially contribute to a shortage of housing opportunities and choices for low- and moderate-income households within the local jurisdiction.”
- Removed the limitation from prior Gov’t Code §65863.7(e) that “the steps required to be taken to mitigate shall not exceed the reasonable costs of relocation.” With removal of this limitation, Gov’t Code §65863.7(e)(2) now provides in full, “The legislative body, or its delegated advisory agency, may require, as a condition of the change, the person or entity proposing the change in use to take steps to mitigate any adverse impact of the conversion, closure, or cessation of use on the ability of displaced mobilehome park residents to find adequate housing in a mobilehome park.”

As mentioned above, AB 2782 also changed the timeframe in Gov’t Code §65863.7 from 15 days to 60 days for the “person or entity proposing the change in use” to provide a copy of the RIR to the residents prior to the hearing, and changed the timeframe in Civil Code §798.56(g) from 15 days to 60 days for the Park management to notify residents that it would be appearing before the City to request permits for a change of use of the Park.

The Park Owner proposes to pay only Brabant off-site values (plus other small lump sum amounts depending on household size or for persons with disabilities, as detailed in Section IV.E, below), ostensibly asserting it has a right to approval of the RIR on these benefits under prior law based on a contention that the RIR application was submitted and/or completed prior to effectiveness of AB 2782, and/or to the extent it was not, that was due to intentional delays by the City in processing the application for the purpose of triggering AB 2782 (see Exhibit 3.D).

These contentions are unfounded and erroneous, and to the extent they assert intentional delay by the City in processing the application for purposes of triggering AB

2782, they represent a fabricated narrative, all designed to pressure the City into approving the RIR on terms that keep the Park Owner's costs of closing the Park as low as possible, regardless of the impacts to the residents.

To be clear, AB 2782 applies to the Commission decision on the RIR, as it would to any City decision on the RIR rendered on or after January 1, 2021. The City expressly notified the applicant of this in an application incompleteness determination letter sent to applicant on November 24, 2020, stating that "AB 2782 will take effect as law on January 1, 2021, and as such will apply to any administrative determination on your application that is rendered effective on or after said date." (Exhibit 3.E).

The RIR application was not completed until January 29, 2021, and even if it had been completed prior to January 1, 2021, it would not have resulted in any right of the Park Owner to proceed to a decision on the RIR under prior law, because applicable law does not provide or allow for the RIR application to "vest" or be grandfathered in so as to proceed under prior law. Additionally, the City has not engaged in any delay tactics or taken any action for the purpose of delaying the application as was contended by the applicant. To the contrary, the City has adhered to all legal timeframes and deadlines applicable to processing of Park Owner's RIR application.

D. Dispute re: Person or Entity Proposing Change in Use

Gov't Code Section 65863.7(i) provides that Section 65863.7 "is applicable when the closure, cessation, or change of use is the result of a decision by a local governmental entity or planning agency not to renew a conditional use permit or zoning variance under which the mobilehome park has operated, or as a result of any other zoning or planning decision, action, or inaction. In this case, the local governmental agency is the person proposing the change in use for the purposes of preparing the impact report required by this section and is required to take steps to mitigate the adverse impact of the change as may be required in subdivision (e)."

The applicant contends that "City is the 'person proposing the change in use' of Rancho Dominguez Mobile Estates because the closure is the result of a 'zoning or planning decision, action or inaction' by the City, and City is the person required to take steps to mitigate the adverse impact of the closure on Park residents." (RIR, p. 12; see also RIR p. 4).

The Park Owner's contention is more fully detailed in its letter to the City dated April 5, 2019 (Exhibit 3.A), and is based on the City's 1977 zoning ordinance discussed above.

The City responded to the letter on April 30, 2019, pointing out that the City had taken no code enforcement action to require the termination of the Park use, and that the filing of the RIR application was at the sole volition of the Park Owner and came as a surprise to the City. The City also noted that the amortization period remained ongoing as applied to the Park, notwithstanding that the 35-year amortization period, which operates as a safe harbor period during which City could not initiate code enforcement action, has expired. The letter expressly informed the Park Owner that the City was not requiring initiation of the RIR application or approval process and that the applicant was free to withdraw its application and abandon the proposed closure if it wished to do so.

Further, the letter informed the Park Owner that the City was in the process of updating its general plan, and that said update or related processes may result in modifications to the City's mobilehome park land use and zoning standards, inviting the Park Owner to participate in these public processes moving forward, thereby suggesting that the Park Owner could work with the City toward effectuating land use or zoning changes that would allow continuation of the Park moving forward if it wished to do so. (Exh. 3.B).²

The Park Owner did reach out to the City in regards to potential land use or zoning changes to the Park property, but for the purpose of seeking to "receive a zoning designation that would support a mixed-use development, at a minimum density of 30 units per acre," revealing its motivation to redevelop the Park property for a more profitable use. (Exh. 3.E). This plan is also reflected in the RIR (p. 5, Exh. "I"), and the applicant has also met with City representatives in an attempt to ascertain the development terms/allowances to which City staff would be amenable related to the contemplated residential development project.

As stated in the City's January 25, 2021 letter to the applicant:

"Park Owner has ostensibly taken no interest in the City's overtures . . . regarding potential changes to the Park's zoning to remove the nonconforming status. If the Park Owner wished to continue operating the Park, the Park Owner would be actively seeking such a change from the City, rather than ignoring these possibilities. The City has refrained from pursuing any zoning change for the Park because Park Owner has neither applied for nor shown any interest in same, and because City is and has been under the impression that the Park Owner's true desire is to close the Park . . . If the Park Owner truly wishes to continue operating the Park but is perturbed by the lack of certainty associated with the Park's current zoning status, please notify [City staff] within the next three (3) business days, and [City staff] will be happy to work with you toward Park Owner's submittal and processing of a zone change application pursuant to [CMC] Section 9172.13. However, in that case, the RIR application should be withdrawn, or applicable processing timelines tolled."

Exhibit 3.G. The Applicant responded on January 27, 2021, stating "As soon as our client has determined action that they are interested in pursuing, I will respond to the suggestion of rezoning." Exhibit 3.H. However, on January 29, 2021, the Applicant responded by asserting (incorrectly) that the City's January 25, 2021 letter had deemed the RIR application complete, requesting that a hearing on the application be scheduled, and disagreeing with the remainder of the letter. Exhibit 3.I. Thus, the applicant made clear it preferred to pursue Park closure and is not interested in continuing to operate the Park. As a result, the City set the matter for the instant hearing.

² The City reiterated these assertions in its letter to the applicant dated November 24, 2020 (Exhibit 3.E).

E. Proposed Relocation Impact Mitigation Measures

The applicant has proposed one of two benefit packages for resident-homeowners, depending on whether it is feasible for the resident's mobilehome to be relocated to another mobilehome park.

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 37 available spaces were identified. Furthermore, generally accepted industry standards dictate that parks with available spaces will only allow mobile homes to be moved into the park if they are less than five years old, and will deny homes that are more than 10 years old. None of the coaches in the Park meet the 10-year age criteria. Therefore, as stated in the RIR, "it is a reasonable assumption that none of the Park mobile homes may be relocated to a comparable park within the vicinity of the Park." (RIR, pp. 8-9).

Relocation Assistance for Resident Homeowners who can Relocate their Coaches

In situations where it is feasible to relocate the mobilehome, the Park Owner will: (i) reimburse actual costs of relocation, including costs to disassemble, transport, reassemble and level the mobile home and all permitted moveable accessory structures; (ii) arrange and provide for transportation of the mobile home and disconnection and reconnection of utilities; (iii) pay costs of moving all personal property, allowance to be determined based on the federal fixed move schedule for the State of California and the size of the displacement dwelling and/or professional mover bids; and (iv) pay 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. Also, all residents will have access to up to eight hours' of services of a relocation specialist to help them with all aspects of the relocation process at no charge.

However, as noted above, the RIR states that it is a reasonable assumption that none of the Park mobile homes will be able to be relocated to a comparable park within the vicinity of the Park. So, it is expected that this relocation benefit package option would not apply to any residents, and instead the appraised-value benefit package option discussed below would apply to all Park residents who own their mobilehomes.

Relocation Assistance for Resident Homeowners who cannot Relocate their Coaches

In situations where it is not feasible to relocate the mobilehome, and the "Eligible Resident Owner"³ rents or buys a replacement dwelling, the Park Owner proposes to pay the homeowner a lump sum payment equal to the NADA off-site value as determined by Jim Brabant, MAI (discussed below), in addition to: (1) a lump sum payment in the amount of \$3,200 for a one-bedroom mobilehome, \$3,800 for a two-bedroom mobilehome, and \$4,800 for a three-bedroom mobilehome, as rental assistance in the form of first and last month's rent for subsequent housing; (2) an extra

³ This term is defined in the RIR as the registered owner(s) of the mobilehome with clear title, or trustors or beneficiaries of living trusts holding clear title to the mobilehome or a life estate in the mobilehome, whose mobilehome is located in the Park and who has resided in the mobilehome continually since prior to the date the RIR was filed with the City. (RIR p. 15).

\$1,000 to Eligible Resident Owners who are 62 years of age or older and/or disabled; (3) costs of moving all personal property; (4) payment of the costs of disposing of the existing mobilehome if the home owner chooses to transfer the mobilehome to the Park Owner; and (5) services of a relocation specialist as stated above.

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 state-certified MAI appraiser James Brabant.

The total appraised off-site value of the 57 resident-owned mobilehomes according to Mr. Brabant's appraisal was \$775,700, representing an average of \$13,608.77 per space. As stated in Mr. Brabant's appraisal report, "For the opinions of off-site value we have used the NADA Appraisal Guides and have assumed that the homes are not located in a rental mobile home park. This is a hypothetical condition that is necessary for the analysis." (Exhibit 1.C, p. 7).

The appraised off-site values were naturally far lower than the appraised on-site values, because the off-site values do not take into account the location of the coach, being sited in a rent-controlled mobilehome park in the City of Carson. The total appraised on-site value was \$1,599,000, representing an average of \$28,052.63 per space.

The Park Owner proposes to pay each Eligible Resident Owner whose coach cannot feasibly be relocated to another park the appraised *off-site* value of his/her coach (plus the other small lump sum payments discussed above). This proposal is based on Park Owner's contentions discussed above regarding non-applicability of AB 2782 to the RIR, and on the City's 2008 approval of a relocation impact report for closure of a nonconforming mobilehome park known as Bel Abbey with required relocation impact mitigation measures in the form of 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. The Park Owner contends that the same standard should apply to Rancho Dominguez, and offers to pay only what is proposed in the RIR, stating that if the City seeks to impose mitigation measures beyond what is proposed by the Park Owner, it must pay the entirety of the mitigation measures itself. (see RIR p. 15).

Despite these contentions and contingencies, which are indicative of the Park Owner's tactics discussed in Section 3.C and apparent lack of genuine concern for the residents' welfare, the Planning Commission is obligated by AB 2782 to require the Park Owner to pay the Brabant-appraised *on-site* values to resident owners who cannot relocate their coaches to adequate housing in another park, because the on-site values, not the off-site values, constitute the "in-place market value" of the homes within the meaning of AB 2782.

Per the RIR, Park Owner will pay the costs of removal and disposition of the mobilehome IF the homeowner chooses to transfer the mobilehome to the Park Owner. (See RIR p. 17). To transfer the mobilehome to the Park Owner, the homeowner would need to convey the mobilehome title to the Park Owner, so presumably the homeowner would be responsible for paying off any liens or encumbrances (or otherwise, for paying the costs of removal and disposition of the coach). However, the RIR notes that none of

the 41 households that responded to the resident questionnaire reported any existing loans on their homes.

The RIR identified 230 mobilehomes available for purchase within comparable parks within 50 miles of the Park, with purchase prices ranging from \$12,500 to \$299,900, although the majority of the dwellings were listed between \$50,000 - \$150,000. In addition, rental apartments within a 15-mile radius of the Park were available as follows: (i) 9 studio apartments with monthly rent ranging from \$950 to \$1,795; (2) 25 one-bedroom apartments with monthly rent ranging from \$1,329 to \$2,200; (3) 62 two-bedroom apartments with monthly rent ranging from \$1,695 to \$3,950; and (4) 42 three-bedroom apartments with rent ranging from \$2,095 to \$3,700. Finally, there were 97 condominiums available for sale at prices ranging from \$230,000 to \$460,000.

As an example of an apartment or mobilehome rental scenario, a resident homeowner who cannot relocate his/her mobilehome and who nets \$30,000 in payment as mitigation assistance after transferring the mobilehome would be able to use the funds to pay for 30 months' worth of rent for an apartment/mobilehome at \$1,000 per month, 20 months' worth of rent at \$1,500 per month, 15 months' worth of rent at \$2,000 per month, or 12 months' worth of rent at \$2,500 per month, before the funds run out. If the household nets \$20,000 in relocation assistance, these numbers drop to 20 months at \$1,000 per month, 13.33 months at \$1,500 per month, 10 months at \$2,000 per month, or 8 months at \$2,500 per month.

Alternatively, as an example of a mobilehome purchase scenario, a 20% down payment for purchase of a mobilehome costing \$90,000 would be \$18,000, leaving \$12,000 remaining for a household that nets \$30,000 in relocation assistance. However, the household would then be obligated to pay mortgage payments on such purchase (\$72,000 mortgage amount @ 5% interest for 30 years = \$387/month) in addition to space rents at rates that may not be subject to local rent control in the jurisdiction in which the home is sited. Assuming a mortgage payment of \$387 per month and a space rent of \$1,000 per month, a household that receives \$30,000 in relocation assistance would be able to pay for the home using relocation assistance for between 8-9 months before the funds run out. Assuming a mortgage payment of \$387 per month and a space rent of \$500 per month, a household that receives \$30,000 in relocation assistance would be able to pay for the home using relocation assistance for approximately 13.5 months before the funds run out. A household that nets \$20,000 in relocation assistance would have just \$2,000 remaining after the down payment for the purchase in this scenario.

In regards to the timing of relocation benefit payments, the RIR provides that upon issuance of the 6-month notice of termination of tenancy, Eligible Resident Owners (discussed in section F, below) may submit written requests to the Park Owner and/or relocation specialist to receive appropriate relocation benefits and will be immediately entitled to the services of the relocation specialist. All or some portion of the monetary benefits may be paid prior to the resident's actual vacation of the Park provided that the resident provides assurances to the satisfaction of the Park Owner that adequate arrangements have been made to vacate the Park and that advance funding is needed to pay the relocation expense. Otherwise, monetary benefits will be paid in full within three (3) days of vacation of the Park by the Eligible Resident Owner.

Proposed Mitigation to Other Residents/Lessees

For residents who do not own their coaches (i.e., those who are tenants in Park-owned coaches), the RIR states the Park Owner has no obligation to mitigate relocation costs, and offers only to provide a fixed payment to “Eligible Home Renters”⁴ based on the federal fixed move schedule to assist with moving their personal property to a replacement dwelling provided the renter and all other occupants permanently vacate the Park. Subleasing is prohibited in the Park, and as such, Park Owner offers no mitigation to subleasing tenants or non-residents. (RIR p. 17).

Affordable Housing Options/Impacts

The RIR does not propose any affordable housing options or subsidies for displaced residents. However, the RIR does identify an anticipated future use of the Property, describing it as including “denser workforce housing” consisting of 174 one, two and three bedroom apartments (RIR p. 5). The RIR does not specify whether such use would include actual deed-restricted affordable housing units, but does assert that it would include and contribute to housing opportunities for low- and moderate-income households within the City and would not materially contribute to a shortage of housing opportunities for low- and moderate-income households.

As noted above, AB 2782 requires the City to make a finding as to whether or not approval of the Park closure and the Park's conversion into its intended new use, taking into consideration both the RIR as a whole and the overall housing availability within the City, will result in or materially contribute to a shortage of housing opportunities and choices for low- and moderate-income households within the City.

The City commissioned a study performed by City consultant RSG, Inc., in order to assist in making this finding. (Exhibit 2). The study found that the closure of the Park will materially contribute to the shortage of affordable housing in the City for several reasons: (1) The potential future of the use of the site is uncertain and may take several years to develop; (2) there are no available mobile home spaces for lease within the City; (3) while there is a supply of market rate units, the existing marketplace cannot accommodate the displaced residents at their income levels; and (4) although the City is in negotiations with two private developers for the potential provision of over 200 affordable housing units to be included in projects in the housing development pipeline, at this time only 83 affordable units are in the pipeline. The study further found that the RIR as proposed does not adequately mitigate the effect of the closure of the Park on the displaced residents, and recommended five potential mitigation measure options including increasing relocation rental assistance.

⁴ The RIR defines this term as “those who occupy a Park-owned mobilehome and are named on its lease agreement with Park Owner at the time of filing the Impact Report.”

F. Proposed Resolution and Conditions

Adoption of the proposed resolution (Exhibit 1) would approve the RIR subject to the “Conditions of RIR No. 04-19” attached to the proposed resolution as Exhibit “D” (the “Conditions”).

Based on the RSG study and other relevant documentation, the proposed resolution (Exhibit 1) contains a finding, pursuant to Gov’t Code Section 65863.7(e)(1)(B), that the Park closure as proposed in the RIR will materially contribute to a shortage of housing opportunities and choices for low- and moderate-income households within the City.

The Conditions would require Park Owner to pay the appraised *on-site* values to Eligible Resident Owners whose homes cannot be relocated to available spaces in comparable parks within 50 miles of the Park, rather than the appraised *off-site* values as proposed in the RIR. This modification is required pursuant to AB 2782, and also reflects substantial implementation of option 3 (“increase relocation assistance”) of the potential mitigation measures suggested in the RSG study. Although the laws referenced in the discussion of option 3 in the Study do not apply here because the City is not acquiring the subject property for a public use, the basic premise of increasing the relocation benefits required to be paid by the Park Owner under applicable law (e.g., AB 2782) applies and is advanced by this modification.

Other changes recommended by staff and reflected in the Conditions relate to the eligibility criteria for residents to qualify to receive the foregoing payments. These include adding a caveat in Condition 9 to the effect that Option A shall apply only when it is feasible to relocate a mobile home *to an available space in a comparable mobilehome park within a reasonable distance of the Park*, and otherwise Option B will apply to Eligible Resident Owners. “Within a reasonable distance” is defined to mean within 50 miles, unless a resident expressly agrees to a further distance in writing. Additionally, the definition of “Eligible Resident Owners” has been modified to remove the “clear” title and continuous occupancy requirements, because these constitute additional restrictions not found in AB 2782 and capable of creating a conflict therewith. Finally, the provision suggesting that an Eligible Resident Owner must rent or buy a replacement dwelling as a condition of entitlement to Option B payments has been removed because it is inconsistent with AB 2782 and because renting or buying a replacement dwelling right away may not be feasible or in the best interest of a particular homeowner depending on the timing and amount of mitigation payment received and other considerations, and therefore should not be condition of entitlement to receipt of Option B benefits. The Conditions also provide that the Option B benefits shall be paid to the Eligible Resident Owner *or successor-in-interest*, to clarify that if an Eligible Resident Owner passes away, or if his or her interest is transferred to a successor in some other way prior to payment, the benefits will not be forfeited and instead shall be paid to the Eligible Resident Owner’s successor-in-interest.

In regards to the timing of payment of Option B benefits, the Conditions require full payment to be made to an Eligible Resident Owner at least 30 days prior to the date the Eligible Resident Owner vacates the Park, provided that the resident provides assurances to the satisfaction of the Park Owner that adequate arrangements have been made to vacate the Park and that advance funding is needed to pay the relocation

expense. Otherwise, the Conditions change the latest possible date of payment from 3 days after the date the Eligible Resident Owner vacates the Park, as proposed in the RIR, to the date the Eligible Resident Owner vacates the Park.

Many of the Conditions are procedural in nature, for the purpose ensuring the fair and orderly implementation of the City's decision and the relocation impact mitigation measures. The Conditions are generally similar to those imposed in connection with approval of the relocation impact report for Imperial Avalon Mobile Estates in 2020. However, there are some differences arising from different circumstances such as applicability of AB 2782 and the different proposed mitigation measures and timeline for Park closure.

For example, the Rancho Dominguez Park Owner, unlike the Imperial Avalon owner, has not agreed to additional time for residents to vacate the Park after approval of the RIR beyond the required six months' notice of termination of tenancy. Accordingly, the condition related to early termination of space tenancies (i.e., allowing residents to enter into agreements to leave the park prior to park closure subject to payment of full benefits) that was included for Imperial Avalon has been omitted. For this same reason, Section 4 of the proposed resolution provides for the RIR approval to remain valid only for the default period of 12 months pursuant to CMC Section 9128.21(l).

Notable Conditions include (among others):

- A condition providing that if an Eligible Resident Owner has failed or refused to select a benefit package by the date of termination of their Park tenancy, subject to a final 30-day notice given by the Park Owner, Option A will apply where it is feasible to relocate the mobile home to a comparable mobile home park within a reasonable distance of the Park, and Option B will apply where it is not. If the Park Owner fails to give the required 30-day notice, Option B will apply. (Condition No. 12).
- A condition requiring execution of a relocation agreement on a City Attorney-approved form for all resident-homeowners who are subject to Option B and elect to transfer their mobilehomes to the Park Owner, which agreement shall provide for Park Owner to pay all escrow closing costs (Condition No. 14);
- A condition establishing a process whereby residents may apply for appraisal adjustments to correct errors or omissions made in the Brabant appraisal regarding the improvements or characteristics of their home. This does not allow for a new appraisal or for use of a different appraisal methodology. (Condition No. 17);
- A condition providing for appointment of a special master to resolve benefit entitlement disputes between the Park Owner and Park residents related to interpretation or implementation of the City's decision on the RIR (Condition No. 18); and
- A provision for the City to retain jurisdiction to enforce the Conditions until after the Park closure process is complete and all residents have vacated. (Condition No. 19).

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). No application has been filed for any proposed development or use of the subject property after cessation of the mobilehome park use.

VII. Public Notice

Notice of the public hearing was posted to the subject property, and copies of the notice of public hearing and the RIR were mailed to all residents and mobile home owners of the Park via certified mail by the Director with assistance from the applicant pursuant to CMC §9128.21(D) on February 24, 2021. The Director, with assistance from the applicant, verified that all Park residents and mobilehome owners received these documents and were therefore notified of the public hearing in accordance with applicable law. 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. 21-2708, A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON CONDITIONALLY APPROVING RELOCATION IMPACT REPORT NO. 04-19 FOR MITIGATION OF RELOCATION IMPACTS OF CLOSURE OF RANCHO DOMINGUEZ MOBILE ESTATES.

IX. Exhibits

1. Draft Resolution No. 21-2708
 - A. Legal Description of Park Property
 - B. RIR
 - C. Brabant Appraisal Report (Main Introduction and Narrative Portion)

- D. Conditions of RIR No. 04-19
- 2. RSG Low- and Moderate-Income Housing Impact Analysis
- 3. Correspondence with Applicant (non-exclusive list)
 - A. Applicant Letter Dated April 5, 2019
 - B. City Letter Dated April 30, 2019
 - C. Applicant Letter Dated June 3, 2019
 - D. Email Correspondence Dated 7/15/20-10/9/20 re: Rancho Dominguez Home Appraisals
 - E. City Letter Dated November 24, 2020
 - F. Applicant Letter Dated December 30, 2020
 - G. City Letter Dated January 25, 2021
 - H. Applicant Email Dated 1/27/21 re: Rancho Dominguez Mobile Estates
 - I. Applicant Letter Dated January 29, 2021
- 4. Public Comments

Prepared by: Saied Naaseh, Community Development Director; Alvie Betancourt, Planning Manager; McKina Alexander, Associate Planner; City Attorney's Office

**CITY OF CARSON
PLANNING COMMISSION**

RESOLUTION NO. 21-2708

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF CARSON CONDITIONALLY APPROVING
RELOCATION IMPACT REPORT NO. 04-19 FOR
MITIGATION OF RELOCATION IMPACTS OF CLOSURE
OF RANCHO DOMINGUEZ MOBILE ESTATES**

WHEREAS, on February 22, 2019, the Department of Community Development received an application from Richard H. Close, Esq. of Cozen O'Connor for real property owned by Carter-Spencer Enterprises, LLC ("Park Owner") located at 435 E. Gardena Blvd. and legally described in Exhibit "A" attached hereto, which is currently in operation as an 81-space mobilehome park known as Rancho Dominguez Mobile Estates (the "Park"), requesting approval of a relocation impact report (designated by the City as relocation impact report no. 04-19) to determine relocation impacts and relocation impact mitigation measures related to the applicant's proposed closure of the Park. However, no relocation impact report was submitted with the application. The application is on file with the Department of Community Development.

WHEREAS, after correspondence between the applicant and the City related to application incompleteness and a dispute regarding the identification of the "person proposing the change in use" pursuant to Government Code Section 65863.7(i), an initial relocation impact report was submitted on or about October 26, 2020. An appraisal of the 57 resident-owned homes in the Park was also conducted and submitted in connection therewith. After further correspondence regarding the foregoing issues and the impending effectiveness of a new state law, AB 2782, a revised relocation impact report (the "RIR") was submitted on or about December 30, 2020. A copy of the RIR is attached hereto as Exhibit "B" and incorporated herein by reference. The application for approval of the RIR was completed on January 29, 2021.

WHEREAS, on February 24, 2021, pursuant to Carson Municipal Code Section 9128.21(D), the Director, with assistance from the applicant, mailed a copy of the RIR and individualized appraisal documentation via certified mail to all residents and 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 April 27, 2021, and confirmed that such materials were received in accordance with applicable law; 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 27th day of April, 2021, 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 the same 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) The Park Owner is the “person or entity proposing the change in use” for purposes of Gov’t Code Section 65863.7. Without limitation, some of the facts highlighting this unmistakable reality are as set forth below.

The City did not initiate or pursue any code enforcement or other legal or administrative action or proceeding against the Park Owner or any predecessor-in-interest at any time related to termination of the Park use. The Park Owner initiated this application process by filing the RIR and related application materials. The application filing was of the Park Owner’s own volition. The City was unaware of Park Owner’s intent to file the application prior to its filing and did not inform the Park Owner that it was required to file an RIR application. Conversely, the City expressly informed the Park Owner that it was not required to proceed with the RIR application, and that it was free to withdraw its application and abandon the proposed closure if it wished to do so, via written correspondence on April 30, 2019. Also on said date, the City informed the Park Owner that it was considering, or was open to the possibility of, changing the land use or zoning designation of the Park in connection with the City’s pending General Plan update process or otherwise, and invited the Park Owner to participate in that process. The Park Owner reached out to City staff, not to address the nonconforming zoning status for purposes of continuing the Park use, but rather for the purpose of exploring potential development terms and allowances for a future residential or mixed use development and obtaining a zoning designation that would support a mixed-use development, at a minimum density of 30 units per acre, revealing its true desire of closing and subsequently redeveloping the Park property to increase profitability. The Park Owner’s desired future development plan is reflected in the RIR (p. 5, Exh. “I”).

The City reiterated its position via written correspondence on November 24, 2020, and in an application incompleteness determination letter to the Park Owner dated January 25, 2021, the City observed and informed the Park Owner as follows:

“the Park Owner has ostensibly taken no interest in the City’s overtures . . . regarding potential changes to the Park’s zoning to remove the nonconforming status. If the Park Owner wished to continue operating the Park, the Park Owner would be actively seeking such a change from the City, rather than ignoring these possibilities,” and informed the Park Owner that “[t]he City has refrained from pursuing any zoning change for the Park because Park Owner has neither applied for nor shown any interest in same, and because City is and has been under the impression that the Park Owner’s true desire is to close the Park . . . If the Park Owner truly wishes to continue operating the Park but is perturbed by the lack of certainty associated with the Park’s current zoning status, please notify [City staff] within the next three (3) business days, and

[City staff] will be happy to work with you toward Park Owner's submittal and processing of a zone change application pursuant to Carson Municipal Code Section 9172.13. However, in that case, the RIR application should be withdrawn, or applicable processing timelines tolled."

The Applicant responded on January 27, 2021, stating "As soon as our client has determined action that they are interested in pursuing, I will respond to the suggestion of rezoning." However, on January 29, 2021, the Applicant followed up by incorrectly asserting that the City's January 25, 2021 letter had deemed the RIR application complete, requesting that a hearing on the application be scheduled, and stating the applicant's disagreement with the remainder of the letter. Thus, the applicant made clear it preferred to pursue Park closure and was not interested in continuing to operate the Park even if the nonconforming status were removed. So, the City moved forward with setting the RIR application for hearing. To date, the City is willing to allow the Park Owner to withdraw the RIR application and work cooperatively with the Park Owner toward rezoning the Park to eliminate the nonconforming status, but the Park Owner declines to do so.

- b) In accordance with Gov't Code Section 65863.8, on February 5, 2021, the City informed the applicant in writing of the provisions of Section 798.56 of the Civil Code and all applicable local requirements which impose upon the applicant a duty to notify residents and mobilehome owners of the Park of the proposed change in use, and specified the manner in which the applicant shall verify that residents and mobilehome owners of the Park have been notified of the proposed change in use. The City's Community Development Director and Planning Division staff, with assistance from the applicant as stated in the foregoing recitals, and while denying that the City is the "person or entity proposing the change in use," has verified that a copy of the RIR has been provided to all Park residents and mobilehome owners at least 60 days in advance of the hearing as required by Gov't Code Section 65863.7(b), thereby also satisfying the required that the RIR be provided to all Park residents and nonresident mobilehome owners at least 30 days in advance of the hearing as required by Carson Municipal Code ("CMC") Section 9128.21(D), and that the Park residents and homeowners have been notified of the proposed Park closure and the Planning Commission's hearing on the RIR at least 60 days in advance of the hearing in the manner prescribed by Section 798.56(g)(1) of the Civil Code, and that the Park residents and homeowners have been notified of the hearing and provided with the required individual appraisal documentation at least 30 days in advance of the hearing in the manner prescribed by CMC Section 9128.21(D). Additionally, a survey of resident's support for the proposed closure was issued in accordance with City Charter Section 207(B)(10), and the responses have been duly reviewed and considered by the Commission. Based on the foregoing, the Commission finds that Gov't Code Section 65863.8 has been complied with.
- c) As required by CMC Section 9128.21(C)(6), the "on-site" and "off-site" value of each of the mobilehomes in the Park has been appraised by an appraiser selected by the City with the cost borne by the applicant. The appraisal report determining the on-site and off-site values was submitted with the RIR application. The appraisal was

conducted by James Brabant, MAI, a state-certified appraiser with experience establishing the value of mobilehomes. The main introduction and narrative portion of Mr. Brabant's appraisal report is attached hereto as Exhibit "C" and incorporated herein by reference, and the individualized appraisal documentation (consisting of individual home summaries) is available at <https://ci.carson.ca.us/content/files/pdfs/planning/sr/2021-04-27/RDME-Brabant-Individual-Home-Appraisal-Summaries.pdf> and incorporated herein by reference.

The Commission finds that the "on-site" values of the homes, as appraised by Mr. Brabant, also constitute the "in-place market values" of the homes within the meaning of AB 2782. The appraisal was conducted using a "Sales Comparison Approach", which compares the subject homes to similar homes that have recently sold and takes into account the current in-place location of the homes in the Park, a rent-controlled mobilehome park in the City of Carson. The report was prepared prior to January 1, 2021 (the effective date of AB 2782), but contemplated the impending effectiveness of AB 2782 and its potential applicability to the City's decision on the RIR depending on timing, and provides that the comparable sales used for purposes of the appraisal would not be affected by applicability of AB 2782. The report provides that due to the nonconforming status of the Park, the in-place market value cannot be based on a hypothetical condition that the Park was not going to close and sales from mobilehome parks that are not nonconforming uses cannot be utilized. For that reason, Mr. Brabant did not utilize such sales, instead using only comparable sales from within the Park.

Based on review of AB 2782 and the appraisal report and other relevant documentation, the Commission finds that Mr. Brabant's appraisal of the "on-site values" of the coaches, which also constitute the "in-place market value" of the coaches within the meaning of AB 2782, complies with AB 2782.

- d) The Park closure as proposed in the RIR would permanently displace all Park residents.
- e) For residents who own their homes and meet the Option B Eligibility Criteria (as defined below), the RIR proposes to pay Brabant's appraised off-site values, in addition to lump sum payments of \$3,200 for a one-bedroom mobilehome, \$3,800 for a two-bedroom mobilehome, and \$4,800 for a three-bedroom mobilehome as rental assistance in the form of first and last month's rent for subsequent housing, and an additional \$1,000 for elderly and/or disabled residents (collectively, the "Additional Payments").
- f) Approving the RIR as proposed for the resident-homeowners who cannot relocate their coaches would violate AB 2782, which requires payment of the in-place market values to all residents who cannot relocate their coaches to adequate housing in another mobilehome park. This is expected to include all 57 resident-homeowners in the Park, because as stated on p.9 of the RIR, "it is a reasonable assumption that none of the Park mobile homes may be relocated to a comparable mobilehome park within the vicinity of the Park," and because as stated on p.5 of the Study (as defined below),

“it is extremely unlikely that many of the coaches, due to their age, will be able to be transported.” AB 2782 applies to the City’s decision on the RIR. Accordingly, compliance with AB 2782 is mandatory, including (but not limited to) requiring Park Owner to pay the Brabant-appraised on-site values to all of the aforementioned Park resident-homeowners.

- g) Additionally, payment of off-site values as proposed in the RIR would violate CMC Section 9128.21(E) because it does not represent “reasonable measures . . . 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” in light of the current price of obtaining alternative housing.

From the RIR’s discussion of “Replacement Housing Resources” on pages 8-10 of the RIR, and from the supporting Exhibits F-G thereto, it is clear that the current cost of finding replacement housing within the vicinity of the Park, whether buying or renting for any significant period of time, is extremely high in relation to the proposed payment of appraised off-site values, which average \$13,608.77 per resident-owned coach. As such, payment of the proposed off-site values would not be sufficient to allow residents to secure alternative housing for any significant period of time.

Furthermore, according to the RIR (p. 7), of 35 reporting Park households, 11 reported being extremely low income (less than 30% of Area Median Income [“AMI”]), 10 reported being very low income (31-50% of AMI), and 11 reported being low income (51-80% of AMI), whereas only 3 households reported being above low income.

No affordable housing options or alternatives are proposed in the RIR, and according to the Study (as defined below), there are “few existing affordable housing options within the City of Carson for the displaced residents,” including no available rent-controlled mobilehome spaces for lease in the City. (Study p. 8). Also, according to the Study, “while there is a supply of market rate units, the existing marketplace cannot accommodate the displaced residents at their income levels.” (Study p. 10).

Therefore, there is a very real threat that if the RIR were approved on the proposed off-site values, a significant number of the Park residents would face homelessness within a short period of time after being displaced.

- h) By contrast, the average on-site value/in-place market value of the resident-owned homes in the Park as appraised by Mr. Brabant is \$28,052.63, more than double the average appraised off-site value. Adding the Additional Payment to this amount would result in the average Park resident-homeowner receiving between \$31,252.63 and \$33,852.63, which, together with the additional modifications discussed below and set forth in the conditions attached hereto as Exhibit “D” (“Conditions”) the Commission finds constitutes 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 within the meaning of CMC Section 9128.21(E).

- i) The RIR provides that the foregoing payments will only be available to residents who meet the following criteria: (1) it is not feasible to relocate the mobilehome; (2) the resident constitutes an “Eligible Resident Owner,” defined as a registered owner(s) of the mobilehome with clear title, or trustors or beneficiaries of living trusts holding clear title to the mobilehome or hold a life estate in the mobilehome, whose mobilehome was located in the Park and who have resided in that mobilehome continually since prior to the date the RIR was filed with the City; and (3) the Eligible Resident Owner rents or buys a replacement dwelling (collectively, the Option B Eligibility Criteria”).
- j) In regards to the first Option B Eligibility Criterion, the Commission finds that adding the caveat “to an available space in a comparable mobilehome park within a reasonable distance of the Park,” in addition to the other mitigation measures and conditions discussed herein and set forth in the Conditions, is necessary to provide 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 within the meaning of CMC Section 9128.21(E), and such mitigation measure is authorized pursuant to CMC §9128.21 and Gov’t Code §65863.7(e)(2), and therefore the Commission sees fit to do so. Within a “reasonable distance” shall for all purposes mean within 50 miles of the Park, unless a resident expressly agrees in writing to a greater distance. Accordingly, as set forth in the Conditions, Option A will only apply when it is feasible to relocate a mobilehome to an available space in a comparable mobilehome park within a reasonable distance of the Park, and when doing so is not feasible, Option B will apply, subject to the other Option B Eligibility Criteria with modifications as discussed below and set forth in the Conditions.
- k) In regards to the second Option B Eligibility Criterion, the Commission desires to ensure that the definition of “Eligible Resident Owner” is not capable of producing a situation wherein a resident who is entitled to payment of in-place market value pursuant to AB 2782 is precluded from receiving such payment based on not falling within the definition of “Eligible Resident Owner.” As such, the Commission sees fit to revise the definition to remove the “clear” title and continuous occupancy requirements, because these constitute additional restrictions engrafted onto AB 2782 capable of creating a conflict therewith. While clear title may be needed for a homeowner to convey the mobilehome title to the Park Owner, doing so is not a requirement of eligibility to receive the benefit payment, but rather only carries the benefit to the resident of having the Park Owner provide for removal and disposition of the mobilehome. Accordingly, the revised definition of “Eligible Resident Owner,” for all purposes, as set forth in the Conditions, shall read as follows: “registered owner(s) of the mobilehome with title, or trustors or beneficiaries of living trusts holding title to the mobilehome or holding a life estate in the mobilehome, whose mobilehome was located in the Park and who resided in the mobilehome as of the Effective Date of the Resolution.” Additionally, in the event an Eligible Resident Owner passes away before receiving payment or his or her interest in the relocation benefits is for some other reason transferred to a successor before being paid out to the Eligible Resident Owner, the benefit entitlement should not be forfeited, and

should instead be paid to the successor-in-interest; this modification is reflected in this Conditions.

- l) In regards to the third Option B Eligibility Criterion, the Commission sees fit to remove this criterion as it is not consistent with AB 2782, and because renting or buying a replacement dwelling right away may not be feasible or in the best interest of a particular homeowner depending on the timing and amount of mitigation payment received and other considerations, and therefore should not be condition of entitlement to receipt of Option B benefits.
- m) In regards to timing of payment of Option B benefits, the RIR (p. 17, paragraph B.7) proposes to pay benefits by, at latest, within three (3) days of vacation of the Park by the Eligible Resident Owner, and provides that the Park Owner may pay all or some portion of the benefits earlier if the resident provides assurances to the satisfaction of the Park Owner that adequate arrangements have been made to vacate the Park and that advance funding is needed to pay the relocation expense. The Commission sees fit to change this such that all of the monetary benefits shall be paid by 30 days prior to the Eligible Resident Owner's actual vacation of the Park provided that the resident provides assurances to the satisfaction of the Park Owner that adequate arrangements have been made to vacate the Park and that advance funding is needed to pay the relocation expense, and otherwise, the latest possible date of payment to the Eligible Resident Owner is the date the Eligible Resident Owner vacates the Park, as set forth in the Conditions.
- n) Requiring the Park Owner to take the relocation impact mitigation measures identified in the RIR, subject to the modifications and additional requirements set forth in the Conditions and discussed herein, constitutes 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 within the meaning of CMC Section 9128.21(E), and such measures are authorized to be imposed by the Commission as Conditions pursuant to CMC §9128.21 and Gov't Code §65863.7(e)(2).
- o) 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.
- p) 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 37 available spaces. The RIR also asserted that according to generally accepted standards and practices among mobile home park operators, a park will generally accept mobilehomes that are less than 5 years old and deny homes that are more than 10 years old. None of the existing mobilehomes in the Park meet the 10-year age standard based on information provided, regardless of condition. Therefore, under generally accepted standards and practices, it is a reasonable assumption that none of the mobilehomes in the Park may be relocated to a comparable mobilehome

park within the vicinity of the Park. Therefore, it is anticipated that all of mobilehome Park resident-homeowners will ultimately select and be provided with relocation benefits in accordance with their appraised on-site value benefit package.

- q) The RIR identified 230 mobilehomes available for purchase within comparable parks within a 50-mile radius of the Park, with purchase prices ranging from \$12,500 to \$299,900, although the majority of the dwellings were listed between \$50,000 - \$150,000. In addition, rental apartments were available within a 15-mile radius of the Park as follows: (i) 9 studio apartments with monthly rent ranging from \$950 to \$1,795; (2) 25 one-bedroom apartments with monthly rent ranging from \$1,329 to \$2,200; (3) 62 two-bedroom apartments with monthly rent ranging from \$1,695 to \$3,950; and (4) 42 three-bedroom apartments with rent ranging from \$2,095 to \$3,700. Finally, there were 97 condominiums available for sale at prices ranging from \$230,000 to \$460,000. Residents who cannot feasibly relocate their mobilehome and who select the appraised value benefit package could use their lump sum payment to purchase or rent such available housing.
- r) AB 2782 requires the Commission to “make a finding as to whether or not approval of the [P]ark closure and the [P]ark’s conversion into its intended new use, taking into consideration both the impact report as a whole and the overall housing availability within the [City], will result in or materially contribute to a shortage of housing opportunities and choices for low- and moderate-income households within the [City].” Gov’t Code §65863.7(e)(1)(B).

The City commissioned a study by an independent consultant (RSG, Inc.) for the purpose of assisting the Commission in making this finding, and the study is available at: <https://ci.carson.ca.us/content/files/pdfs/planning/sr/2021-04-27/Exb2RanchoDominguezRSGStudyLMIHAnalysisMemo.pdf> and incorporated herein by reference (the “Study”). The Commission has reviewed the RIR, any additional relevant documentation, and the Study. Based on said review, the Commission finds that approval of the Park closure and the Park’s conversion into its intended new use on the terms proposed in the RIR, taking into consideration both the RIR as a whole and the overall housing availability within the City, will materially contribute to a shortage of housing opportunities and choices for low- and moderate-income households within the City for several reasons:

- (1) The potential future of the use of the site is uncertain and may take several years to develop due to the requirement of discretionary approvals issued by City;
- (2) there are no available mobile home spaces for lease within the City;
- (3) while there is a supply of market rate units, the existing marketplace cannot accommodate the displaced residents at their income levels; and
- (4) there are few additional affordable housing units in the development pipeline.

The Study recommended five potential mitigation measure options that the City may consider imposing as a condition of approval of the RIR pursuant to Gov’t Code

Section 65863.7, including increasing relocation rental assistance (the third suggested option, p. 12). Although the laws referenced in the discussion of said option in the Study do not apply here because the City is not acquiring the subject property for a public use, the basic premise of increasing the relocation benefits required to be paid by the Park Owner under applicable law (e.g., AB 2782) is relevant here.

The Commission has considered the suggested options, and finds that conditioning approval of the RIR so as to require payment of Mr. Brabant's appraised on-site values for all Park resident-homeowners who cannot relocate their coaches to available spaces in comparable mobilehome parks within a reasonable distance of the Park constitutes substantial implementation of option (3) suggested in the Study, and constitutes a mitigation measure that the Commission is authorized to impose pursuant to Gov't Code Section 65863.7(e)(2), and indeed required to impose pursuant to Gov't Code Section 65863.7(a)(2)(A) as noted above, and together with the other required mitigation measures discussed herein and reflected in the Conditions, constitutes reasonable measures to be provided by the Park Owner in an effort to mitigate the adverse impact of the conversion on the ability of the Park residents to find alternative housing pursuant to CMC Section 9128.21(E) as noted above. Accordingly, the Commission sees fit to impose said requirement, as shown in the Conditions.

- s) Based on the foregoing findings and a review of the RIR, the RIR, as modified and conditioned pursuant to the Conditions, includes a replacement and relocation plan that adequately mitigates the impact upon the ability of the displaced residents of the Park to find adequate housing in a mobilehome park, as required by Gov't Code Section 65863.7(a)(1).

SECTION 3. The Planning Commission further finds that the City's review of/decision upon 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, 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 4. The Planning Commission of the City of Carson, pursuant to the findings noted above, does hereby approve RIR No. 04-19, attached hereto as Exhibit "B," subject to the "Conditions of RIR No. 04-19" attached hereto as Exhibit "D." The RIR approval granted

pursuant to this Section 4 shall take effect one year after the Resolution Effective Date and shall remain in effect for one year pursuant to Carson Municipal Code Section 9128.21(I).

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 (the “Resolution Effective Date”).

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

PASSED, APPROVED and ADOPTED this 27th day of April, 2021.

Charles Thomas (Covid Signature)

CHAIRPERSON

ATTEST:

Lucille Sandoval

SECRETARY

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: THAT PORTION OF LOT 14 OF THE BASSETT TRACT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN BOOK 2, PAGE 44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTHWESTERLY ALONG THE EAST LINE 369.80 FEET TO THE NORTH LINE, THENCE WESTERLY ALONG THE NORTH LINE 330.71 FEET TO A POINT, THENCE SOUTHWESTERLY 367.17 FEET MORE OR LESS, TO A POINT IN THE SOUTH LINE OF SAID LOT, DISTANT WESTERLY 331.10 FEET, FROM THE SOUTHEAST CORNER; THENCE EASTERLY ALONG THE SOUTH LINE 331.10 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE NORTH 233.05 FEET OF SAID PORTION.

PARCEL 2:

THE EASTERLY 5 ACRES OF LOT 15, (ACREAGE ESTIMATED TO THE CENTER OF PALM AVENUE, NOW 165TH STREET, AND THE WESTERLY LINE OF SAID 5 ACRES BEING PARALLEL WITH THE EASTERLY LINE OF SAID LOT) OF THE BASSETT TRACT, AS PER MAP RECORDED IN BOOK 2 PAGE 44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT “D”

CONDITIONS OF RIR NO. 04-19

1. The property owner and applicant shall execute and record a certificate of acceptance of these conditions within 30 days of the date of effectiveness of Planning Commission Resolution No. 21-2708 (the “Resolution”), approving RIR No. 04-19 (the “RIR”) on the terms set forth in the Resolution and subject to these conditions.
2. Pursuant to Section 4 of the Resolution, the earliest possible date of Park closure (i.e., the earliest date on which the Park Owner may compel residents to vacate the Park, subject to compliance with these conditions) shall be one year from the Resolution Effective Date as defined in Section 4 of the Resolution (the “Earliest Possible Closure Date”).
3. The RIR approval that is the subject of these conditions may not be transferred or assigned without the prior written consent of the Director, which may be withheld only if the proposed transferee is financially insolvent or otherwise incapable of fulfilling these conditions.
4. 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.
5. Any proceeding for revocation of the RIR approval that is the subject of these conditions shall be initiated and conducted in accordance with Carson Municipal Code (“CMC”) Section 9128.21(I)(3).
6. Any modification of these conditions, including additions or deletions, may be considered upon filing of an application by the Park Owner 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).
7. 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. These conditions shall prevail and supersede over any conflicting provisions of the RIR to the extent of a conflict.
8. All approvals by City, unless otherwise specified, shall be by the 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 July 15, 2020 (“Reimbursement Agreement”).
9. 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 Indemnites' review of or decision upon the RIR (including without limitation any Claims related to any finding, determination, or claim of exemption made by Indemnites pursuant to the requirements of the California Environmental Quality Act), and any Claims against Indemnites 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 Indemnites, and, at the option of the City, Indemnitors shall either undertake the defense of the matter or pay Indemnites' 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, Indemnites may abandon defense of the action and Indemnitors shall pay all costs resulting therefrom and Indemnites shall have no liability to Indemnitors.

10. Park Owner shall perform the relocation impact mitigation measures set forth in the RIR as approved with modifications pursuant to the Resolution, including these conditions (the "Approved RIR"), in accordance with the procedures, terms, conditions and requirements set forth in the Approved RIR. 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 an available space in a comparable mobilehome park within a reasonable distance of the Park, payment will be provided as set forth below to Eligible Resident Owners or their successors-in-interest (Eligible Resident Owners are registered owner(s) of the mobilehome with title, or trustors or beneficiaries of living trusts holding title to the mobilehome or holding a life estate in the mobilehome, whose mobilehome was located in the Park and who resided in the mobilehome as of the Effective Date of the Resolution):
 - i. Reimburse 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 a reasonable distance of the Park. Transportation of the mobile home will be arranged by the relocation specialist and provided by a licensed, bonded and insured mover, who will disconnect and reconnect all utilities and obtain all required permits;
 - 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. Payment up to \$1,500 for necessary modifications to the mobile home to accommodate a handicapped or disabled person within the replacement park, if the current mobile home has already been modified;
 - iv. Services of a relocation specialist to assist owners through aspects of the relocation to include, but not be limited to, explaining options and relocation assistance program details, identifying replacement units, coordinate moving arrangements and payment of benefits, not to exceed eight hours of assistance from the relocation specialist.
 - 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 year of the new tenancy.
- b. (Option B) In situations where it is not feasible to relocate the mobile home to an available space in a comparable mobilehome park within a reasonable distance of the Park, payment will be provided to an Eligible Resident Owner 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, 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;
 - ii. An additional lump sum of \$3,200 for a one-bedroom mobilehome, \$3,800 for a two-bedroom, and \$4,800 for a three-bedroom as rental assistance in the form of first and last month's rent for subsequent housing;
 - iii. An extra \$5,000 will be provided to Eligible Resident Owners who are 62 years of age or older and/or disabled. Where the title or life estate to a mobilehome is held jointly by a married couple or is otherwise held by multiple individuals who individually or collectively constitute the Eligible Resident Owner(s) of the mobilehome, only one such individual must meet the foregoing criteria in order for this benefit to apply; however, there is a limit of one such \$5,000 payment per mobilehome household).
 - iv. 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;

- v. Services of a relocation specialist to assist Eligible Resident Owners through aspects of the relocation to include, but not be limited to, explaining options and relocation assistance program details, identifying replacement units, coordinate moving arrangements and payment of benefits, not to exceed eight hours of assistance from the relocation specialist;
 - vi. If the Eligible Resident Owner chooses to transfer the mobilehome to the Park Owner, the Park Owner will be physically and financially responsible for any disposal or disposition of the dwelling;
 - vii. A lump sum payment to compensate for any differential between rental rates at the Park and the rental housing alternative during the first year 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.
 - viii. Upon the issuance of the Notice of Termination, Eligible Resident Owners may submit written requests (on a form provided by the Park Owner and approved by the City Attorney, which shall be translated into Spanish by a certified translator at the Park Owner's expense pursuant to the Reimbursement Agreement) to the Park Owner and/or relocation specialist to receive appropriate relocation benefits, and will be immediately entitled to the services of the relocation specialist.
- c. For Eligible Home Renters (those who occupy a Park-owned mobilehome and are named on its lease agreement with Park Owner at the time the Impact Report was filed with the City (December 30, 2020), the Park Owner will provide the following:
 - i. A fixed payment based on the federal fixed move schedule for the State of California to assist with moving their personal property to a replacement dwelling provided the renter and all other occupants permanently vacate the Park.
 - ii. A lump sum payment to compensate for any differential between rental rates at the Park and the rental housing alternative during the first year 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.
- d. Where services of a relocation specialist are to be provided as set forth herein, a relocation specialist shall be made available to assist mobile home owner residents

with their relocation assistance needs, up to 8 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 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 the City 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.

11. Procedures for claiming of benefits and other relocation plan logistics not addressed in these conditions shall be as stated in the RIR. 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, or the Special Master pursuant to Condition No. 19 where applicable.

12. Within 45 days of the Resolution Effective Date, Park Owner shall give a notice of the Approved RIR, including a copy of the Resolution and these conditions (with a copy translated into Spanish pursuant to Condition No. 20), to all Park residents and homeowners. Park Owner shall then give the 6-month notice of termination of tenancy and closure of the Park to resident-homeowners as required by Civil Code section 798.56(g)(2)(A) (as renumbered pursuant to AB 2782) and CMC Section 9128.21(H), except that no such notice shall issue prior to the date that is six months prior to the Earliest Possible Closure Date (the “Notice of Termination”). At the appropriate time(s), Park Owner shall also provide any further notice as may be required for termination of tenancy under applicable law, including but not limited to Civil Code sections 798.56 and 798.57. When necessary, Park Owner shall also provide any the notices required by Condition No. 13, below.

13. Eligible Resident Owners shall select in writing their choice of a relocation impact mitigation assistance package option after the effective date of the Resolution and after the resident receives the Notice of Termination. If an Eligible Resident Owner has failed or refused to select a relocation assistance option by the date of termination of their Park tenancy, the following relocation assistance packages shall be automatically applied, provided the Park Owner has given the Eligible Resident Owner a final notice (via personal delivery or certified mail, with delivery to the Eligible Resident Owner or a member of his/her household confirmed) 30 days in advance of same: (i) in situations where it is feasible to relocate the mobile home to a comparable mobile home park within a reasonable distance of the Park – Option A; (ii) in situations where it is not feasible to relocate the mobile home to a comparable mobile home park within a reasonable distance of the Park – Option B. If by the date of termination of the Park tenancy the Eligible Resident Owner has failed or refused to select a relocation assistance option and the Park Owner has failed to give the notice required by this condition, Option B shall apply.

14. The determination of whether it is feasible to relocate a mobile home to an available space in a comparable mobilehome park within a reasonable distance of the Park, for purposes of determining applicability of Option A vs. Option B, is to be made initially by the relocation specialist in accordance with these conditions and the language of CMC Section 9128.21(E)(7) (i.e., “a mobile home [that] cannot be relocated within a reasonable distance to a comparable park”), and is subject to final approval of the Special Master pursuant to Condition No. 19 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” of the Park, unless the resident mobilehome owner expressly agrees in writing to a greater distance.

15. Any relocation impact mitigation benefits provided by the Park Owner may be conditioned on (i) the completion of actual arrangements to move a mobile home and improvements (if Option A applies), or the conveyance of title to the existing mobile home to the Park Owner (if Option B applies and the resident wishes to have the Park Owner pay the costs of removal and disposition of the mobilehome), and/or (ii) the resident agreeing in writing to permanently vacate the Park no later than the date of termination of his or her Park tenancy in accordance with the Approved RIR. Where Option B applies and an Eligible Resident Owner wishes to convey title to their mobilehome to the Park Owner in order to have the Park Owner pay the costs of removal and disposition of the mobilehome, the Eligible Resident Owner and the Park Owner shall enter into a relocation agreement which specifies and requires payment of the applicable Option B relocation impact mitigation measures in accordance with the Approved RIR, and any additional benefits as may be as mutually agreed upon. All relocation agreements entered into between the Park Owner and Park residents shall be in a form approved by the City Attorney and shall provide for the Park Owner to pay any and all escrow closing costs in connection with the conveyance of title to the mobilehome.

16. For all Park residents, the Park Owner may take into consideration individual circumstances of documented hardship to provide additional relief to the resident beyond the required mitigation measures set forth in the Approved RIR, at the sole discretion of the Park Owner.

17. With respect to all required relocation assistance mitigation measures providing for monetary payments to be made by the Park Owner to Park residents, fifty percent (50%) of the amount due shall be paid after Park Owner provides the Notice of Termination (if applicable) and at least 60 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, or (2) the date of termination of the Park resident’s tenancy, and the remaining 50% shall be paid upon the actual vacation of the Park by all residents of the subject mobilehome. With respect to other relocation assistance mitigation measures (i.e., those not providing for monetary payments to be made by the Park Owner to Park residents), unless the language or context of the applicable relocation assistance mitigation measure requires otherwise, such measures shall be fully performed as to each Park resident after Park Owner provides the Notice of Termination (if applicable) and 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, or (2) the date of termination of the Park resident’s tenancy. Notwithstanding the foregoing provisions of this paragraph, 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 substantial compliance with all relocation impact mitigation measures imposed in the Approved RIR pertaining to such resident, and has otherwise fulfilled the notice requirements of Civil Code Sections 798.56 and 798.57, and the notice required in CMC Sections 4700 through 4709 to the extent applicable.

18. Park residents who believe that the appraisal relied upon for purposes of the Resolution failed to adequately consider or account for any upgrade or improvement made to their mobile home may submit an application to the Director for an adjusted appraisal of their mobile home within 30 days of the Resolution Effective Date. For the application to be eligible for consideration, the resident must provide all of the following information:

- a) resident's name;
- b) resident's space number;
- c) the specific improvement or upgrade the resident contends was not taken into account in the appraisal;
- d) proof of the cost of the asserted improvement or upgrade;
- e) the date when the asserted improvement or upgrade was made;
- f) photographs depicting the asserted improvement or upgrade; and
- g) copies of any and all permits required for the asserted improvement or upgrade.

Following initial review by the Director or his designee to address and/or correct any errors or omissions, if the Director or his designee determines that the application demonstrates a reasonable likelihood that an upgrade or improvement was not adequately considered or accounted for in the appraisal, the Director will direct the City's appraiser (James Brabant, MAI) to inspect (by remote means if necessary) the mobile home and/or any relevant documentation, and if necessary, adjust the appraisal of the mobile home only with respect to the upgrade or improvement in question in accordance with the following parameters:

- 1) Identified improvement(s) or upgrade(s) must be absent from appraisal and NADA sheets, and with a reported cost in excess of \$1,000;
- 2) Paid invoice or other verifiable proofs of purchase and required permits (if applicable) must be provided with initial adjustment application;
- 3) Non-structural upgrades must have been completed within the last five (5) years;
- 4) Structural upgrades must have been permitted (if required) and completed within the last ten (10) years;

Any modification to the appraised value of the mobile home pursuant to any such adjusted appraisal will be deemed integrated into the appraised in-place market value payment amount approved for the subject mobile home for purposes of Option B, and this modified value will control over the original appraised value for purposes of relocation impact mitigation assistance entitlement pursuant to the Approved RIR. The adjusted appraisal shall not change the method of appraisal or standards previously applied to the original appraisal, but shall only take into account the value of the upgrade or improvement previously not taken into account.

19. 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. 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.

20. These conditions shall be translated into Spanish by a certified translator at the Park Owner's expense pursuant to the Reimbursement Agreement, and Spanish copies shall be made available to all Park residents who request same and as required by these conditions.

21. The Commission urges the Park Owner to immediately pursue, upon Park closure pursuant to the Approved RIR, full and complete remediation of any contamination, air pollution, or other adverse environmental or health-related conditions that may exist on or impact the property on which the Park is currently located to a level that would be safe for a future residential use of the Property such as the Park Owner's anticipated future workforce housing use identified in the Park Owner's RIR. This condition is non-binding and failure to comply herewith shall not affect the validity of the approval that is the subject of these conditions.

22. The City shall retain jurisdiction to enforce these conditions until the later of the following dates: (i) one year after expiration of the effective period of the Approved RIR; or (ii) one year after all Park residents have vacated the Park pursuant to the Approved RIR. In the event the effective period of the Approved RIR is extended pursuant to CMC Section 9128.21(I)(2), the City Council's jurisdiction to enforce these conditions (subject to any modifications made in connection with the extension approval in accordance with CMC Section 9128.21(I)(2)) shall extend to the corresponding dates with reference to the extension period.



TUESDAY, April 27, 2021
701 East Carson Street, Carson, CA 90745
6:30 p.m., Via Zoom

MINUTES

MEETING OF THE PLANNING COMMISSION

Members:	Chair: Charles Thomas	Vice Chair: Chris Palmer	Louie Diaz
	Carlos Guerra	Del Huff	Jaime Montecarlo
	Karimu Rashad	Dianne Thomas	Vacant
Alternates:	Vacant	Vacant	Vacant
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

Chairperson Thomas called the meeting to order at 6:42 p.m.

2. ROLL CALL

Commissioners Present: C. Thomas, Palmer, Diaz, Huff, Guerra, D. Thomas

Absent: Rashad *(Entered meeting at 6:53 pm)

Montecarlo (Excused Absence)

Alternates: None

Planning Staff: Betancourt, Jones

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) None.

***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/>).

4. **CONSENT CALENDAR/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.

Assistant City Attorney Jones stated no reportable action was taken.

A) Minutes Approval: April 13, 2021

Commissioner D. Thomas (1st) Motion to approve, Commissioner Huff 2nd; Motion passed unanimously.

B) Modification No. 2 to DOR 1621-16 & Conditional Use Permit 992-15

Chair Thomas explained that the applicant is asking for more time to take care of an Eagle that is using the tower as a nest.

Commissioner D. Thomas (1st) Motion to approve, Commissioner Huff 2nd; Motion passed unanimously.

5. **NEW BUSINESS**

A) Conditional Use Permit 1106-20/DOR 1842-20

Commissioner D. Thomas (1st) Motion to approve, Commissioner Diaz 2nd; Motion passed unanimously.

B) Relocation Impact Report No. 04-19

Staff Alexander gave a presentation about RIR 04-19.

Chair Thomas opened the public comment.

Letters from the following were depicted on the screen as public record: Carlos Franco, Joshio Jauregui, Thomas W Casparian, Paula and Angel Goyco and Debora N Fore.

Afterwards the applicant's representative, Tom W Casparian, spoke about the property and answered questions from the public and the commissioners.

Each member from the public was able to leave a comment and speak upon the RIR No. 04-19 for 3 minutes.

Maria's Ipad- from Space 80 Mendoza family: Directed a question at Tom W Casparian; Since they don't want to provide a fair share to buy us out why don't doesn't the ownership sell the 30 plus homes the own and distribute that to the owners of the mobile homes?

Thomas Loveto- Many tenants moved in to have affordable housing. He purchased his home in 2005 when the market was expensive. With a lot of effort and sacrifice he purchased his home at top dollar considering the supply and demand. He would like a fair resolution so that he can live with dignity in a place that is affordable.

Dina- After reviewing the RIR, she believes that the comparable rents from the mobile homes and the ones in neighboring cities prove that it is currently not affordable to live with the new rental pricing everywhere. Seeing as it is low income demographic in the mobile homes, Dina believes that it will leave to a lot of displacement. She said it is hard for those who live pay check to pay check and support their families.

Jesus Space 69- He is a single father of three children. He stated that affordable housing is not attainable currently. He wants them to consider truly what is affordable housing.

Omar Rodriguez- Currently a tenant since 2006. His concern is that no one notified them about the park closure. He said that the park stated that they were going to get an extension of 35 years. He wants to know how long will the park closure will take. He also wants clarity from the owners about his contract.

Staff McKina Alexander asked to display Debora Fore appraisal on the screen. Chair Thomas permitted it and commissioners reviewed.

Rancho Dominguez Resident (Name not given)- She wants to know how long the process is going to take. She asked, is there a place they can stay until they find another home. She also wanted another appraisal for their homes.

Samuel Figueroa- He stated that they are offering a small appraisal and that they paid a lot initially for this home. He said that new mobile homes are currently \$150,000-\$200,000. He stated that housing is currently very expensive. He states that they need time to make changes. He said because of the pandemic a lot have lost their jobs. He asked to please take that into consideration.

Space 181- Stated that they paid off their home with their savings. She would like fair pay for their home as well as a better evaluation.

Rancho Dominguez Resident: (Name not given) Addressed Chair Thomas, she stated that she just came out of the hospital from a heart attack. She stated that she is low income and cannot afford to pay rent anywhere else. She said seven families arrived to live at the park newly rented. She said why you would close the parks. She asked the commissioners to please speak in the residents favor. She said that she is 68 and continues to work to pay to live in the City of Carson. She said that she only receives \$700 in pension currently. She said they

couldn't rent. Only to sell their homes to the Spencer's since 2012. She is asking for a fair evaluation.

Maria (Park resident): My daughter is 12 and goes to school in Carson. She states that she is very sick and her husband is the only one working. She is asking for a fair evaluation.

Jan Smith: She wants answers to the questions that were given this evening. She wants to know what will happen. She said that she worked hard on the letter that was presented this evening to the commissioners. She said that she needs guidance.

Chair Thomas proceeded to explain the process to Jan Smith.

Attorney Jones explained the process under the city's code.

Public Comments Commenced:

Mr. West, Space 17: Resident for 6 years. He would like to stay. He said that he is looking for mercy with the City of Carson. He said that he is 5 minutes away from his job. He said with the pandemic this is not a good timing. He said that he is looking for a fair evaluation. He said that is hard for his family as well as the residents.

William Koons: He said that he is not in favor of this park closure or any future closures. He said that as the owner stated that he was having problems with his zoning. He said that he does not believe that the owner wanted to truly keep the mobile home park. Koons said that he does not approve the appraisals that were given to the park residents. He suggests that the applicant looks at different options.

Eduardo Anthony Alameda Junior, Space 79- He asked for help in this situation. He said that this park has a lot of elderly. He asked to listen from the heart to guide them in the right path. He asked how long he has until the park is closed.

Bertha Alaraza, Space 13: In 2019 she stated that the owner was attempting to buy mobile homes. Bertha received notice shortly after that the mobile homes were closing. She wants to know why that came to be.

Jose Gonzalez, Space 64: He wants a fair appraisal for the home. He said that he still owes money on his space. So he wants a justified fair appraisal.

Angelica Rodriguez: She would like help due to the pandemic. She said that she has a daughter that cannot live in areas that are too hot. She said because of her medical needs she cannot pick up and leave. She said that two years ago she asked Donna Spencer if they are going to close. She stated that Donna said that everything is going to be fine. She said she placed a sign to sell on her home after she found out the applicant did not place an extension to stay. Then the manager told her that she could not do it. The owner originally offered her \$30,000 for her home. Afterwards now with the pandemic they are offering her \$9000 for her home. She said this is causing a lot of stress to the residents. She said she would like a fair appraisal

Staff Betancourt explains the next portion of the process. Then discussion ensued with commissioners, staff and attorneys.

Commissioner Thomas thanked the public commenters and thanked everyone for displaying their thoughts and concerns. She then mentioned the seven families that moved in knowing that they are closing the park and her concerns on that matter.

Tom W Casparian: Stated that no new space is being sold or rented. The park owners own 24 of the homes that are rented on a month to month basis. These families are in understanding of the park closure.

Commissioner Thomas had an additional statement and question: The applicants in 2009 and 2012 were assured by the Spencer's and by managers of the park that they would be receiving an extension from the city and not worry about anything. What can you comment about that?

Tom W Casparian: Stated, People interpreted what they wanted to. He stated that people were given written notice about the closure. He said that in 2009 and 2012 the park owners wanted an extension; they met with the City Attorney, planning director and housing manager to seek an extension of the variance and were told clearly that was not going to happen.

Chair Thomas asked if there are any other questions for Tom W Casparian.

Chair Thomas: Asked if the applicant is prepared to give an additional moratorium of closure beyond the six months included in the statute due to pandemic.

Tom W Casparian: Stated the staff report made clear the city was only going to give one year to act on a closure approval. If the city granted more time he said it was more likely that the mobile home will not close in that period of time. However he said because the staff report states one year, the ending results depend on what the planning commission and city council ultimately decide.

Commissioner Thomas: Asked when Tom W Casparian has received this case and worked on it.

Tom W Casparian: Stated, Over 10 years.

Chair Thomas and Tom W Casparian discussed code enforcements involvement.

Commissioner Huff: Asked about the letter sent to the residents. Applicant stated that it was provided on the presentation. She asked if they would like to know that the residents receive a copy of the letter sent to the ownership groups about the closure.

Commissioner Guerra: Asked a question to Tom W Casparian. Did the city take any enforcement action to close the mobile park. Tom W Casparian stated with speaking to the city attorney and being told no on certain terms he interrupted that as enforcement action.

Commissioner Thomas: Stated that the city had a moratorium on the closing, is there any attempt made to have an extension at that time.

Tom W Casparian: He has no communication during that time during pertaining to the moratorium.

Commissioner Diaz: He has concerns that with the 81 residents and renters that they deserve a fair assessment of their investments.

Tom W Casparian: He stated that we are here to speak about the residents not the renters. He stated that the staff report recommends that the home owners be payed the current fair market value of their homes. The appraiser was hired by the city not the park owners. They came up with those figures. He said that he will not address this issue tonight but touch on the history.

Chair Thomas: Addressed this question to Tom W Casparian, Do you believe that the amount that you are proposing for the 81 residents are comparable to any in California?

Tom W Casparian: He mentioned Bel Abbey park closure 2008. He said that he is proposing the same methodology.

Chair Thomas: Asked, Do you think that the offers are fair?

Tom W Casparian: Stated, Yes.

Additional Public Comments permitted by Chair Thomas:

Wife of Daniel Herrera: Asked, Attorney Jones stated that the evaluations were at fair market price. She stated that they did the appraisal without going into the house.

Rocio: Is concerned about the pricing that is appraised of their home as well as her sister's home.

Marias I Pad: Stated his parents have been here since 1998. He stated his friend is staying on a lease not a month to month basis.

Samuel Space 3: Stated his neighbor space 4 rented it currently for one year. Not a month to month basis. They never let anyone sell their home. He is concerned that they will pay every homeowner a low evaluation and then rent them for more than \$2000 to new home owners.

Chair Thomas and applicant discussed the RIR further.

Chair Thomas thanked everyone and closed the public hearing.

City Attorney Soltani stated that the history of communications between Casperian's office and previous attorneys are irrelevant to the facts. The facts are the facts. That the park owner has filed for a park closure application and the city has not mandated it. This is a park initiated park closure. The city gave the park owner an opportunity for a responsible zone change. The second issue is that no inspection was done inside the park homes. However with conditions of approval it states if you have proof of upgrades such as receipt of upgrades that those will be taken into consideration similar to Imperial Avalon. The in home inspection was not given because of the pandemic. The condition suggested will help to rectify that. Sunny also stated that at the expense of the park owner that the conditions be translated for those who speak Spanish. The last issue is that the extension of time. She gave a recommendation condition saying that the park closure cannot happen any earlier then January 27, 2022 from the date of park closure they have one year after this said date.

Chair Thomas: He does not believe the appraisals are fair. So he proposes the following: First, He would like to see the higher appraised value or any proof of sale defined by escrow or receipts. Secondly, He would like the elderly 62 or older to receive instead of \$1000 he recommends \$5000. With the timing of payments as follows: Half is paid out 60 days prior to vacancy and the remainder upon vacancy. The last term is one year rental assistance for all residents in the park, renter or owners.

Commissioner Thomas: Agrees with the assessment from Chair Thomas with minor change to make it an onsite quote.

Chair Thomas: Would like to mandate that the park closure does not occur no earlier than one year a year from today and then an additional year to complete closure. He would also like that the conditional of approval is translated into Spanish and provided to all of the residents.

Commissioner Thomas: After reviewing page 17 item B7 she would like a submittal written request in Spanish and English added so that the residents have a form as a written notice that is available when they are ready to vacate to provide a location that they want to leave to.

Commissioner Diaz- Urges the applicant to move forward with remediation associated with their stated plans for moving to workforce housing for this site.

Chair Thomas makes a motion to approve the RIR with the following modifications: Owners will be given the higher of the appraised value or any proof of sale based upon escrow or receipts. Secondly as it relates to the timing of the closure, no closure of this park shall occur before

April 2022 and after April 2022. The applicant will have one year to complete the closure. The closure period or will be between April 2022-2023. Third, the elderly people age 62 or greater, will not receive \$1000 but \$5000 to eligible owners as one per unit provided that one or more of the household is elderly. Timing of these payments will be as follows, half will be paid out 60 days prior to vacancy and the remainder upon vacancy. Fourth the conditions of approval will be translated, also a simply form will be translated for request of relocation specialist assistance pursuant to 9128.21 E5 all owners and renters will receive rental assistance as defined by that statue. He also urges and recommends that the applicant immediately start remediation for their proposed workforce housing future plans.

Commissioner Thomas wanted to add to the first item the higher assessment value be onsite as opposed to offsite.

Commissioner Diaz asked that we go off the recommendation of Attorney Soltani, that we have the applicant pay for the translation of documents as discussed as it relates to the conditions.

Attorney Ben suggested clarification. Onsite evaluation is already added on the resolution. He also recommended that the date of park closure should be one year from the effective date of the cities action then should be closed in one year period after.

Commissioner Diaz, closed the debate.

Roll call commenced for approval for resolution with modifications.

Commissioner Diaz (1st) Motion to approve, Commissioner D. Thomas 2nd; Motion passed unanimously, 6-0 vote.

7. MANAGER'S REPORT

The Planning Manager had no comment.

8. COMMISSIONERS ORAL COMMUNICATIONS

Commissioner Huff stated that it was a large task but glad we were able to get it done. She thanked he chair, legal staff and everyone.

Commissioner Thomas has complimented the staff. She also brought a situation to light about Del Amo and Tajuata. She said that there are basketball courts that being built on developments on this street. She stated that it is unsafe to get out on Del Amo and Tajuata, many blind spots. She stated that she brought it up at a city council meeting and would like this to be addressed for the public. She thanked staff and congratulated Planning secretary Sandoval on her new position. Also thanked planner Alexander for her presentation. Planning Manager Betancourt stated that he will look into with Code Enforcement.

Commissioner Guerra said goodnight to everyone. Great meeting this evening. Thanked staff and commissioners.

Commissioner Diaz dittoed the remarks of the other commissioners. He commended the Chair on getting us to the resolution. He followed up with Staff Betancourt about the nuisance on Dominguez and Sante Fe St. He stated they are still racing and doing donuts on this street. Staff Betancourt stated he will follow up.

Vice Chair Palmer stated he had no comment

Chair Thomas stated that he said that this was a very impactful decision made today and not easy by any account. He wanted to make it a fairer deal for the tenants. He said that he is proud of the commissioners for helping.

9. ADJOURNMENT

The meeting was adjourned at 11:59pm.

Charles Thomas (COVID Signature)
Chairman

Attest By:

Lucille Sandoval (COVID Signature)
Secretary



17872 GILLETTE AVE.
SUITE 350
IRVINE, CA 92614

714 541 4585
INFO@WEBRSG.COM
WEBRSG.COM

Date: April 22, 2021

To: John Raymond, Assistant City Manager
Sunny Soltani, City Attorney
Benjamin Jones, Assistant City Attorney
CITY OF CARSON

From: Tara Matthews, Principal
Lynn Kelly-Lehner, Director
Jake Nieto, Analyst

Subject: **Rancho Dominguez Mobile Home Park Closure and Conversion Low- and Moderate-Income Housing Impact Analysis**

Per the City of Carson's ("City") request, RSG, Inc. ("RSG") prepared a Low- and Moderate-Income Housing Impact Analysis to assist the City to make findings in relation to Government Code Section 65863.7(e) and the closure of the Rancho Dominguez Mobile Home Park ("Park"). RSG understands that this is a requirement of Government Code Section 65863.7(e) that must be taken prior to a change in use of a mobile home park to determine if the closure of the Park and its conversion to a different use will materially result in or contribute to the shortage of housing options for low- and moderate-income households.

The legislative intent of Government Code Section 65863.7(e) is to examine if the closure of mobile home park will have a negative effect on a community's supply of affordable housing and the availability of housing options for the displaced mobile home park residents. If it is determined that there are inadequate affordable housing options or adverse impacts on displaced residents, a legislative body may require, as a condition of the change in use, that mitigation measures be taken by the mobile home park owner.

RSG reviewed and analyzed the following to determine the impact of the Pak closure:

- The Relocation Impact Report ("RIR") prepared by Park, Overland, Pacific & Cutler, LLC to understand the potential use of the site;
- The City's Regional Housing Needs Assessment allocations and annual housing production progress to determine the jurisdiction's overall housing needs;

- Both affordable and market rate housing projects recently completed and those currently in the development pipeline; and
- Mitigation measures for the Park Owner and for the City to consider as a way to offset any adverse impacts of the Park closure and conversion.

MOBILE HOME PARK BACKGROUND

Rancho Dominguez is a 5.74-acre, 81 space, all-age community mobile home park located in an industrial area of the City of Carson. The Park is currently owned and operated by Carter-Spencer Enterprises, LLC (“Owner”), who recently submitted an application to the City to permanently close the Park.

The mobile homes are a mix of singlewide and doublewide coaches, ranging from one to three bedrooms. The coaches range in size from 540 square feet to 1,368 square feet. Based on a survey of the residents of the Park, all of the units are at least 20 years old, with the average age of the homes being 47 years. Many of the homes have improvements such as porches, patios, sheds, hardscape, landscape and carports.

When the Park was first developed in 1962 prior to the City’s incorporation, mobile home parks were allowed in light manufacturing zones (formerly known as M-1 zones, now re-designated as ML zones) when issued a variance. However, after the City was incorporated, City Council adopted Ordinance No. 77-413 (the “Ordinance”) that stated mobile home parks were no longer permitted uses in manufacturing-zoned districts. Mobile home park usage in these zones therefore became legal, nonconforming uses.¹ The Ordinance granted a period of the legal non-conforming use for up to 35 years, from October 1977, after which time the non-conforming use must terminate or be made conforming. This period expired in November 2012.

It is worth noting that according to the California Office of Environmental Health Hazard Assessment, the Census Tract that Rancho Dominguez is located in is in the top 10% of the state for the levels of diesel emissions and toxic substance pollution (meaning the census tract is one of top tracts for this type of pollution). In addition, other sites in the near vicinity of the Park have tested positive for soils contamination. While the Park property has not been tested for ground contamination itself, there is a probability that it is also contaminated. This is likely related to the Park’s location in an industrial area and proximity to a former landfill site.

According to the RIR, in 2000, the City informed the Park’s owner that the Park’s legal conforming use would no longer be legal as of November 2012. At the time, the Park informed its residents and all future residents that the Park would have to close. In April

¹ The current zoning of the property is Manufacturing Light – Design Overlay (MS-D) zone, which does not permit residential development.

2011, the Park Owner met with the City staff to seek an extension of the legal non-conforming use. Although the City and the Park Owner did not reach an agreement in that case, the City enacted a moratorium on mobile home park closures in 2015. The moratorium expired in December 2017. In 2019, Park Owner filed an application with the City to close the Park.

RELOCATION IMPACT REPORT

In 1978, the California Legislature enacted the Mobile Home Residency Law (Civil Code Section 798 et seq.) which regulates the use and closure of mobile home parks.² Overland, Pacific & Cutler, LLC (“OPC”) prepared a Relocation Impact Report (“RIR”) for the Park Owner in accordance with Government Code 65863.7. The purpose of the RIR is to report on the impact of the proposed Park closure upon the residents of the Park. The RIR is required to include a replacement and relocation plan that adequately mitigates the impact upon the ability of the displaced residents of the mobile home park to be converted or closed to find adequate housing in a mobile home park.

RSG reviewed the RIR to better understand the implications of the Park closure and conversion on the supply of affordable housing options in the community and to determine if there are any adverse impacts to the Park residents. The following subsections outline the major findings from the RIR.

Proposed Conversion

The RIR states that the Park Owner anticipates developing the property into denser workforce housing and possible mixed uses. The Owner proposes the potential redevelopment of the Property from 81 mobile home spaces into 174 one-, two-, and three-bedroom apartments. If the site is developed as described, the RIR states that the anticipated future use of the Property would include and contribute to housing opportunities for low- and moderate-income households within the City.

However, because the current zoning designation (Manufacturing Light) does not allow residential development on that site, the Owner would need to secure discretionary approval from the City to move forward with the anticipated use. The Community Development Director of the City stated there are multiple ways to achieve this including a Specific Plan (and corresponding General Plan Amendment) or a General Plan Amendment and Design Review to change the site to Urban Residential. This process may include, but is not limited to, environmental review, a public hearing by the Planning Commission, and a public hearing by the City Council. The Community Development Director confirmed that

² Civil Code sections 798 et seq. and Government Code sections 65863.7-65863.8.

at the time of the writing of this report, the Park Owner had not submitted an application for the potential development.

The entitlement process for the anticipated use may result in a more adverse impact on the supply of affordable housing than the RIR acknowledges. Between the six-month notice that the Owner must provide to the residents before the ultimate closure of the Park and the completion of construction for the future anticipated use, it could take several years to replace the lost units.

Resident Makeup

Of the 81 mobile homes in Rancho Dominguez, 58 are owner occupied and the remaining 23 are occupied by tenants in coaches that are owned and leased by the Park Owner. All of the residents consider Rancho Dominguez as their primary residence. For owner occupied coaches, rents range between \$393 and \$424 per month. For tenant occupied coaches, rents between \$1,370 – \$2,040 per month.

The Park Owner distributed a survey to all residents within the Park. Out of 81 residences, 41 responded to the survey. Some of the Park residents reported to be elderly and on fixed incomes, and half of the households reported they are Extremely Low and Very Low Income. Of the 41 respondents, 32 are at the low-income level or below. Based on the number of responses, it is safe to assume that a large majority of park resident are low-income residents.

Table 1 - Rancho Dominguez Mobile Home Park Household Incomes¹	
Income Level	# of Households
Extremely Low Income (30% or less of AMI)	11
Very Low Income (31%-50% of AMI)	10
Low Income (51%-80% of AMI)	11
Above Low Income (> 80% of AMI)	3
Unknown Income	6

1. Based on a survey of Park residents. Of 81 households, 41 responded.

Housing Options for Displaced Tenants

The RIR conducted a survey of available housing options in Carson for the displaced tenants. The data indicates that there are only five rental units available in the City of Carson.³ Because of the low number of available units, the RIR expanded its search to a 15-mile radius of the park and found that there are 138 market rate units available for rent.

³ RSG conducted an updated search in April 2021 and found approximately 10 market rate units available for rent in Carson.

The RIR included a survey of all 21 mobile home parks in the City and found that there are currently no vacant pads for displaced residents to relocate to. The RIR expanded its scope to mobile home parks within a thirty-mile radius of Rancho Dominguez. Of the 108 mobile home parks in the vicinity, there were 13 open pads available for lease.⁴ However, it should be noted that it is extremely unlikely that many of the coaches, due to their age, will be able to be transported.

The RIR survey reported 111 condominiums available for sale within a twenty-mile radius of the Park, however none of the condos are located within Carson. The condos ranged from a median price of a one-bedroom condo at \$309,000 to the median price of a four-bedroom condo at \$674,500. Based on RSG's calculations, an affordable sales price for an ownership unit for a moderate income, four-person family is \$376,000. While there are a fair number of market rate condos for sale within a twenty-mile radius, the majority of the condos would not be considered an affordable housing price for ownership units.

The RIR demonstrates that there is an adequate number of market rate housing units available in the surrounding communities for the displaced residents; however, RSG finds that there is not an adequate supply of affordable units for displaced tenants.

Park Owner Mitigation Options

The Park Owner provided several relocation benefit payment options to the displaced residents of the Park. They include relocation costs, relocation assistance, and additional benefits to the mobile home resident-owners without reimbursement from the City.

Where it is feasible to relocate a mobile home, payment will be provided as set forth below to eligible resident owners.⁵

- Reimburse the actual cost to relocate the mobile home to another mobile home park within 50 miles of the Park.
- Payment of moving costs associated with moving all personal property.⁶
- Payment up to \$1,500 for necessary modifications to the mobile home to accommodate a handicapped or disabled person within the replacement park.
- Services of a relocation specialist to assist owners through aspects of the relocation.

The RIR states that generally accepted practices among mobile home park operators allow

⁴ The RIR referenced 37 open pads, but after review of the RIR data, RSG could only calculate 13 open spaces.

⁵ Eligible Resident Owners are registered owner(s) of their mobile home with clear title, or trustors or beneficiaries of living trusts holding clear title to the mobile home or hold a life estate in the mobile home, whose mobile home was located in the park and who have resided in that mobile home continually since prior to the date this Impact Report is filed with the City.

⁶ 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;

homes to be moved into a mobile home park if they are less than five years old and typically deny homes that are more than ten years old. All of the mobile homes within the Park are older than ten years old. Unfortunately, because of the age of the coaches, it is unlikely that any resident can take advantage of this option.

In situations where it is not feasible to relocate the mobile home, and the eligible resident owner rents or buys a replacement dwelling, the Park Owner payment offered the following payment:

- Lump sum payment equal to the off-site value of the home, plus additional moving and relocation assistance.⁷
- Rental assistance in the form of an additional lump sum of \$3,200 for a one-bedroom mobile home, \$3,800 for a two-bedroom, and \$4,800 for a three-bedroom mobile home
- An additional \$1,000 will be provided to Eligible Resident Owners who are 62 years of age or older and/or disabled.
- Payment of moving costs associated with moving all personal property.
- Services of a relocation specialist to assist Eligible Resident Owners through aspects of the relocation.
- If the eligible resident owner chooses to transfer the mobile home to the Park Owner, the Park Owner will be responsible for its disposal or disposition.

While the Park Owner has no obligation to mitigate relocation costs for households occupied by tenants in Park-owned mobile homes, the Park Owner has offered to provide a fixed lump sum payment to eligible home renters to assist with moving their property to a replacement dwelling.⁸

SUPPLY OF AFFORDABLE HOUSING IN THE CITY OF CARSON

Like the rest of California, the City of Carson is experiencing a shortage of affordable housing. The City is proactive in building affordable housing and is continually partnering with the private sector for the provision of additional affordable housing units to meet the community's needs. In addition, the City of Carson is seeking to augment its affordable housing options by leveraging the City's funds by securing various grants. RSG examined the supply of affordable housing and housing development activity in the City to assess the various options available to residents.

According to the 2010 Census, there were 26,226 housing units, of which 19,529 (76.8%) were owner-occupied, and 5,903 (23.2%) were occupied by renters. Over 75% of the population, 68,924 people, lived in owner-occupied housing units, and 21,487 people

⁷ With any outstanding liens, unpaid property taxes HCD registration fees, or any other outstanding or required payments first deducted

⁸ Those residents who occupy a Park-owned mobile home and are named on its lease agreement with Park Owner at the time of filing the RIR.

(23.4%) lived in rental housing. The homeowner vacancy rate was 1.3%; the rental vacancy rate was 3.7%. Anecdotal evidence collected from various affordable housing developments in the City indicates that the vacancy rates for affordable units is lower than the City market rate average.

Of the 26,226 housing units, 685 are designated as affordable units. Since 2013, 1,157 housing units, including 268 affordable units, have been constructed within the City at various income levels.

In addition to the data provided in the RIR, RSG analyzed the City's Regional Housing Needs Assessment allocations, evaluated existing affordable housing options in the City, and analyzed housing projects in the development pipeline in Carson. This analysis provides data on relocation options for the displaced residents of the Park. The following subsections summarize RSG's analysis.

Regional Housing Needs Assessment

The City of Carson has made significant progress towards its fifth cycle Regional Housing Needs Allocation ("RHNA") through 2019. Since 2013, the City of Carson has partnered with multiple developers for the development of 1,157 residential units, which included 96 very low-income units, 82 low-income units, and 90 moderate-income units. The City must produce 722 housing units to meet its current RHNA allocations. At the time of writing of this report, the City is in negotiation with two private developers for over 200 additional affordable units.

Table 2 demonstrates the progress that local communities in the vicinity of Carson have made toward their RHNA allocations. While the City still has some progress to make, Carson is faring better than many of its neighbors on meeting its RHNA allocations, especially in the very low- and low-income allocations.

Table 2 - 5th Cycle RHNA Progress ¹					
City ²	Very Low Progress %	Low Progress %	Moderate Progress %	Above Moderate Progress %	% COMPLETED TOTAL
Hawaiian Gardens	0%	0%	0%	2%	1%
Torrance	0%	0%	2%	19%	8%
Redondo Beach	0%	6%	0%	42%	18%
Long Beach	17%	6%	0%	51%	27%
Lakewood	10%	0%	1%	72%	33%
Artesia	0%	0%	0%	122%	52%
Carson	21%	31%	32%	91%	54%
Norwalk	2%	10%	55%	101%	54%
Signal Hill	100%	100%	68%	40%	70%
Gardena	0%	0%	82%	176%	90%
Average	15%	15%	24%	72%	41%

1. Data captures RHNA progress from 2014 to 2018. The City of Carson's RHNA progress is based on the City's 2018 Housing Element Annual Progress Report. All other RHNA progress figures are based on data from HCD.

2. Comparison group of cities are located in South LA County and have RHNA allocations of 100 units or more.

Existing Affordable Housing Options

There are nine affordable housing complexes in the City that provide a total of 685 affordable housing units. As mentioned above, the affordable housing complexes have a very low vacancy rate and often have lengthy waiting lists. Table 3 provides a breakdown of the affordable units throughout the City.

Table 3 - Affordable Rental Housing Unit Inventory ¹						
	Type	Total Units ²	Extremely Low (30% AMI)	Very Low (40% - 60% AMI)	Low (60% AMI)	Moderate (80% - 90% AMI)
Carson City Center	Senior	85	0	42	0	43
Villagio	Family	147	0	30	117	0
Carson Terrace	Senior	61	0	15	0	46
Avalon Courtyard	Senior (62+)	91	0	46	0	45
Via 425	Family	103	11	48	44	0
Arbor Green	Family	39	4	22	13	0
Bella Vita/Sepulveda Senior Housing	Senior	64	7	37	20	0
Veterans Village	Family	50	5	28	17	0
Carson Arts Colony	Family	45	9	15	0	21
Total		685	36	283	211	155

1. Affordability levels are based on HCD income limits.

2. Excludes manager and staff units.

In addition to the affordable housing units listed above with covenants restricting their rents, there are 272 public housing choice vouchers (Section 8) utilized within the City as of February 2020.⁹ The Housing Authority of Los Angeles administers the Section 8 program; however, the waiting list is currently closed to new applicants.

There are 2,324 mobile home spaces within 21 mobile home parks the City, including Rancho Dominguez. While mobile home park spaces are not always technically deemed as affordable, mobile home parks contribute to the functionally affordable housing supply within the City because their rents are subject to the City of Carson's Mobile Home Rent Control Ordinance. At this time, however, there are no available pads for lease within the City of Carson for displaced residents to relocate to.

As demonstrated with the above data, there are few existing affordable housing options within the City of Carson for the displaced residents.

New Housing Units in the Pipeline

Developers in the City are in various phases of the development process for over 1,800 market rate housing units throughout the community. As mentioned above, the City is working with two private developers for the provision of over 200 additional affordable housing units. Imperial Avalon is currently in the entitlement phase, with construction expected to be completed in early 2026. When completed, it will have approximately 83

⁹ According to the City's Community Development Block Grant ("CDBG") Analysis of Impediments.

affordable units and 1130 market rate units. Because the other project is still under negotiation, further details cannot be provided.

The breakdown of these units can be found in Table 5.

Table 5 - Housing Units in Development Pipeline					
Project Name	Status	Location	Type	Number of Units	Affordability
Rand	Under Review	225 W. Torrance Blvd.	MFR	356	Market Rate
Carson Loft Apartments	Under Review	21240 S. Main St.	MFR	19	Market Rate
Imperial Avalon	Under Review	S. Avalon Blvd.	MFR	1130	Market Rate
Imperial Avalon	Under Review	S. Avalon Blvd.	MFR	83	Affordable
N/A	Under Review	140 W. 223rd St.	SFR	2	Market Rate
N/A	Under Review	243 W. 233rd St.	ADU	1	N/A
N/A	Under Review	366 E. 228th St.	ADU	1	N/A
N/A	Under Review	2874 E. Tyler St.	ADU / JADU	2	N/A
N/A	Under Review	22107 Newkirk Ave.	ADU	1	N/A
Carson Upton Condos	Approved	1007 E. Victoria St.	SFR	36	Market Rate
Carson Landing Condos	Approved	1301 E. Victoria St.	SFR	95	Market Rate
Carson Landing Condos	Approved	1301 E. Victoria St.	MFR	80	Market Rate
Moshar 223rd Condos	Approved	123 E. 223rd St.	SFR	9	Market Rate
Cambria Court Condos	Approved	345E. 220th St.	SFR	35	Market Rate
Dolores Condos	Approved	21915 S. Dolores St.	SFR	5	Market Rate
Birch Condos	Approved	21809 S. Figeuroa	SFR	32	Market Rate
Union South Bay Apartments	Under Construction	21521 S. Avalon Blvd.	MFR	357	Market Rate
Evolve South Bay Apartments	Under Construction	20330 South Main St.	MFR	300	Market Rate
<i>Subtotal - Market Rate Units in Pipeline</i>				1804	
<i>Subtotal - Affordable Units in Pipeline</i>				83	
Total Number of Residential Units in Pipeline				1887	

IMPACT OF THE CLOSURE ON LOW- AND MODERATE-INCOME HOUSING OPTIONS

The closure of Rancho Dominguez Mobile Home Park will result in the loss of 81 functionally affordable units, with a total of 165 bedrooms within the community. Because of its illegal zoning and possible contamination, it is arguable that the loss of these units shall not count towards the loss of affordable housing units. However, the closure will result in the displacement of approximately 81 low-income families, with minimal affordable housing options.

Mobile homeowners are a uniquely vulnerable group of tenants due to the investment made in purchasing and maintaining their homes and the high cost and difficulty involved in attempting to move a home. Additionally, many of the owners are seniors on fixed incomes and many have low or moderate incomes. Unlike apartment tenants, mobile homeowners cannot just pack their personal belongings and move if rents increase to a level they cannot afford.

The potential closure of the Rancho Dominguez creates a challenging and unique situation for the Park Owner, the Park residents, and the City of Carson as it relates to the availability of low- and moderate- income housing options. The Park is currently a legal, non-conforming use located in an industrial area within the City. The Park's legal conforming

use expired in November 2012, requiring the Park to close, but due to several circumstances, the Park Owner could not consider closing the Park until now. Due to environmental health concerns and usage issues, it may be in the best interest of all parties to close the Park and relocate the residents to safer locations.

Findings

After reviewing the RIR, analyzing the supply of affordable housing in the community, and evaluating the Owner's proposed mitigation measures for displaced residents, RSG has made the following findings:

- The closure of the Park will materially contribute to the shortage of affordable housing for several reasons:
 - The timeline for the potential future of the use of the site is uncertain and may take several years to develop due to discretionary approvals needed by the City.
 - There are no available mobile home spaces for lease within the City.
 - While there is a supply of market rate units, the existing marketplace cannot accommodate the displaced residents at their income levels.
 - The City is in early stages of negotiation for additional affordable housing units however, at this time, there are no additional affordable housing units currently under construction.
- The RIR does not adequately mitigate the effect of the closure of the Park on the displaced residents.

MITIGATION MEASURES

Section 65863.7 of the Government Code states that the City may require, as a condition of the closure and conversion of the Park, steps to mitigate any adverse impact of the conversion, closure, or cessation of use on the ability of displaced mobile home park residents to find adequate housing in a mobile home park.

The scarcity of available mobile home park spaces and other affordable housing, coupled with the difficulty or impossibility in the actual moving of the existing mobile homes in the Park dictates the necessity to provide alternative assistance to displaced residents to secure replacement housing. With this understanding, the Owner has proposed several mitigation measures, as previously discussed. However, because the closure of the Park contributes to the shortage of affordable housing options, RSG recommends implementing additional mitigation measures to offset the adverse effects of the closure of the Park.

Like the rest of California, Carson has an affordable housing shortage. Although it appears challenging, there are several mitigating measures that can assist the Owner in offsetting the contribution to the affordable housing shortage. The following possible mitigation

measures, implemented separately, or as a combination thereof, would provide an additional safety net to residents, allowing the displaced occupants the ability to stay in their community, and offset the contribution towards the shortage of affordable housing from the closure of the mobile home park.

Mitigation Measure Option 1: On-Site Construction of New Affordable Housing Units

The Park Owner anticipates developing the property into denser workforce housing and possible mixed-use. The Owner proposes the potential redevelopment of the property from 81 mobile home spaces into 174 one-, two-, and three-bedroom apartments. If the site is developed as described, the RIR states that the anticipated future use of the property would include and contribute to housing opportunities for low- and moderate-income households within the City. However, because the current zoning designation (Manufacturing Light) does not allow residential development on that site, the Owner would need to secure discretionary approval from the City to move forward with the anticipated use. This results in an uncertain timeline regarding the replacement of the lost units.

If the Owner and future developer of the property secure entitlements to construct 174 apartments, the tenants of Rancho Dominguez may be offered first right of re-entry to live at the property. In this case, it would be best if Owner and future developer of the property set aside 81 of the units as affordable units to accommodate the displaced residents.

As mentioned earlier, the California Office of Environmental Health Hazard Assessment, determined that Rancho Dominguez is located in a Census Tract that is rated in the top 10% of the state for the levels of diesel emissions and toxic substance pollution. Other sites nearby have tested positively for soils contamination due to the previous landfill in the nearby vicinity. While the site itself has not been tested for ground contamination, there is a likely possibility of soil contamination. The future developer of the site should fully mitigate these risks to future tenants with the remediation of any contamination. Mitigation measures under this option could include conditions of approval on the future project related to air quality control and other environmental remediation.

Because of the uncertain timeline associated with the future development of this property, under this mitigation option, displaced residents would need additional assistance from the Owner until the housing units are built.

Mitigation Measure Option 2: Create an Affordable Housing In-Lieu Fee or Housing Impact Fee

The City of Carson may create an inclusionary affordable housing requirement with an

in-lieu fee option that applies to future developments and the closure of mobile home parks. In the case of the potential future development of this property, the developer would be requesting a Specific Plan and General Plan Amendment. As such, the City may request an additional community benefit tied to the development. The development of the in-lieu or impact fee would be tied to the cost of constructing an affordable unit, and in line of the requirements of Proposition 218. RSG recommends that legal counsel vet the requirements and considerations of such a program.

A maximum affordable housing in-lieu fee reflects the full financial equivalent needed to develop housing units affordable to very low-, low-, and moderate-income households. It reflects the in-lieu fee amounts necessary to fund 100% of the estimated cost or assistance needed to develop the affordable units at an off-site location; that is, the full production cost of the affordable unit.

The City may consider that if a fee is too high, it may deter residential development, thereby raising housing costs and negating its purpose. To avoid this unintended consequence, the City may choose to implement a reduced fee to mitigate the cost impacts to future residential development in the City. Should the City choose to implement a reduced fee, additional funding sources would not necessarily be required to create affordable units. The City could maintain in-lieu fees in a special fund until enough in-lieu fees are collected to develop the units, or it could create income-restricted units without construction, for example by buying income-restricting covenants or purchasing units and selling them to low-income residents for less than market value.

Mitigation Measure Option 3: Increase Relocation Rental Assistance

The Park Owner may offer additional relocation benefits for all residents of the mobile home park, including both owners and tenants.

- Pursuant to Government Code Section 7264(b), displaced households may be entitled to a replacement housing payment in the form of rental assistance, not-to-exceed \$5,250.
- Housing of Last Resort is a program that allows for comparable replacement housing that is within the financial means of the displaced person. Displaced residents may be provided rental assistance for up to 42 months.

It is likely that rental assistance or down payment assistance for the displaced residents would be less than the cost of constructing a new affordable unit.

Mitigation Measure Option 4: Payment of Differential Rental Assistance in Local Market Rate Developments in the Pipeline

The Park Owner may partner with the City and private housing developers to secure housing in some of the 1,804 market rate apartment units currently in the development pipeline.

The City may wish to enter into agreements with the market rate housing developers to set aside a portion of the units for the displaced residents. While the residents would be charged market rent, the City may create a rental assistance subsidy fund for the displaced residents. The Park Owner will contribute to the fund to provide additional rental assistance to the displaced residents to cover the gap between the market rate rent and affordable rent, or a portion thereof. The displaced residents will be offered first right of tenancy in the newly constructed apartments located in the City of Carson.

Mitigation Measure Option 5: Waiting List Priority on City's Affordable Housing Projects

There are 685 affordable housing units in nine developments in the City of Carson. The Park Owner would partner with the City and the property managers for each of these developments so that the displaced residents would receive priority preference for available units on the existing waiting lists. This option would also apply to those affordable units currently in the development pipeline.

Through a multi-pronged set of mitigation measures, the Owner and the City of Carson can mitigate the contribution to the shortage of affordable housing with the closure of Rancho Dominguez Mobile Home Park. The Park Owner and the City should be cognizant of the environmental concerns and high pollution levels on the site and how they may affect current and future residents. RSG recommends exercising extreme caution when evaluating future mobile home park closures, particularly those closures that do not mitigate the contribution affordable housing shortage by its future use.



April 5, 2019

VIA EMAIL AND FEDERAL EXPRESS

Thomas W. Casparian, Esq.

Direct Phone 310-460-4471

Direct Fax 310-594-3082

tcasparian@cozen.com

McKina Alexander
Associate Planner
City of Carson – City Hall
701 E. Carson Street
P.O. Box 6234
Carson, CA 90749
E-Mail: malexand@carson.ca.us

**Re: Relocation Impact Report (RIR) No. 4-19
Closure Request for Rancho Dominguez Mobile Estates
425-435 East Gardena Boulevard**

Dear Ms. Alexander:

We have received your letter to Richard H. Close, Esq. dated March 26, 2019 (your "Letter"), which responds to the Development Application form submitted by this firm on behalf of the owner of Rancho Dominguez Mobile Estates (the "Park") for the park's closure/change of use/conversion. In short, your Letter purports to require the Park owner to submit items, including a filing fee and a Relocation Impact Report, that are required under Carson's Municipal Code of an applicant proposing such a closure. However, as was clearly set forth by the Park owner in its submission of the City's Development Application form, the City, not the Park owner, is the applicant proposing the closure under state and local law.

The Development Application form stated, "Pursuant to Government Code section 65863.7, the City of Carson is the entity proposing the change in use for the purpose of preparing the required impact report and is required to take steps to mitigate the adverse impact of the change on the ability of displaced mobilehome park residents to find adequate housing in a mobilehome park, if any are required." Your Letter did not respond to or otherwise address this fact and the underlying legal authority.

As you are likely aware, prior to the City of Carson's incorporation, mobilehome parks in what is now the City of Carson could be located in light manufacturing zones (formerly known as M-1 zones, now re-designated as ML zones) so long as they were issued a "use variance." These use variances did not have an expiration date. The Park has such a use variance.

However, after the City was incorporated, the City adopted Ordinance No. 77-413 (the "Ordinance") in 1977. The Ordinance held that mobilehome parks were no longer permitted in manufacturing-zoned districts. (Carson Municipal Code § 9141.1) Mobilehome park usage in

LEGAL\40626209\1

these zones therefore became “legal, nonconforming.”¹ The Ordinance granted a period of thirty-five (35) years, from October 1977, for the amortization of the legal, nonconforming use, after which time the nonconforming use would be terminated or made conforming. The thirty-five (35) year period for the Park expired in November 2012. Prior to that date of expiration, the owners of Rancho Dominguez requested that the City extend the Park’s legal, non-conforming use for a period not to exceed twenty (20) additional years. However, the City failed to grant any extension or to otherwise make the use conforming. Accordingly, the Park’s closure is the result of the City’s zoning or planning decision, action and/or inaction.

The City’s relevant Municipal Code provision states, “Prior to the conversion of a mobile home park [including the closure thereof]...**the person or entity (hereinafter “the applicant”) proposing such conversion** shall file an application with the City and obtain approval from the City of a relocation impact report (RIR) in accordance with the provisions contained in this Section.” (Carson Municipal Code § 9128.21 [emphasis added]).

The Municipal Code further states that, “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...” (Carson Municipal Code § 9128.21(E).) The Municipal Code concludes that “[t]he 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.” (*Id.*)

Notably, the statutory provision cited in the City’s Municipal Code, Government Code section 65863.7, subd. (i), provides as follows:

This section is applicable when the closure, cessation, or change of use is the result of a decision by a local governmental entity or planning agency not to renew a conditional use permit or zoning variance under which the mobilehome park has operated, or as a result of any other zoning or planning decision, action, or inaction. **In this case, the local governmental agency is the person proposing the change in use for the purposes of preparing the impact report required by this section and is required to take steps to mitigate the adverse impact of the change as may be required in subdivision (e).** (Emphasis added.)

Pursuant to Section 65863.7(i) of the Government Code, the City – not the Park owner – is the “person proposing the change in use” and is therefore responsible for preparing the impact report and taking the steps necessary to mitigate the adverse impact of the change. Indeed, the City’s own Municipal Code provides that “the person or entity (hereinafter “the applicant”) proposing such conversion” is responsible for preparing the RIR and taking mitigation measures. Accordingly, under both state law and the City’s own Municipal Code, the City, and not the Park owner, is required to prepare any necessary impact reports and to mitigate any adverse impact of the Park’s closure. Items 1-6 in your Letter, therefore, are the responsibility of the City. Please note, however, that the Park’s owner has offered to cooperate fully and lend assistance to the City where appropriate.

¹ A legal, nonconforming use is “one that existed lawfully before a zoning restriction became effective and that is not in conformity with the ordinance when it continues thereafter.” (*Bauer v. City of San Diego*, 75 Cal. App. 4th 1281, 1285 fn. 1 (1999).)

Finally, in response to Item 7, at this time the Park owner seeks only to have the park closed so that it is no longer operating out of compliance with CMC § 9141.1. We would welcome discussions with the City regarding other uses the Property may be put to.

Accordingly, please fulfill the requirements of CMC § 9128.21 without further delay. All rights of the Park owners are expressly reserved.

Sincerely,

COZEN O'CONNOR



Thomas W. Casparian, Esq.

cc: Richard H. Close, Esq.
Jeff Malawy, Esq., Ass't City Attorney



**ALESHIRE &
WYNDER LLP**
ATTORNEYS AT LAW

ORANGE COUNTY | LOS ANGELES | RIVERSIDE | CENTRAL VALLEY

bjones@awattorneys.com

18881 Von Karman Avenue,
Suite 1700
Irvine, CA 92612
P (949) 223-1170
F (949) 223-1180

AWATTORNEYS.COM

April 30, 2019

VIA E-MAIL AND U.S. MAIL

Richard H. Close
Thomas W. Casparian
Cozen O'Connor
1299 Ocean Avenue, Suite 900
Santa Monica, CA 90401
E-Mail: rclose@cozen.com;
tcasparian@cozen.com

Re: **Relocation Impact Report No. 4-19**
Closure Request for Rancho Dominguez Mobile Estates
425-435 East Gardena Boulevard

Dear Messrs. Close & Casparian:

The City of Carson ("City") is in receipt of your letter dated April 5, 2019 ("Letter") regarding the above-referenced closure application for Rancho Dominguez Mobile Estates ("Rancho Dominguez" or the "Park"). The purpose of this letter is to: (1) respond to your Letter, specifically in regards to your contention that the City is the "person proposing the change in use" for purposes of Government Code Section 65863.7(i), and is therefore responsible for preparing the required relocation impact report ("RIR") and taking the steps necessary to mitigate the relocation impacts of the closure (collectively sometimes referred to as the "relocation obligations"); and (2) notify your client, the owner of Rancho Dominguez ("Owner"), that its closure application remains incomplete.

The Letter states that City Ordinance No. 77-413 granted a period of thirty-five (35) years, from October 1977, for the amortization of Rancho Dominguez as a legal nonconforming use, that the 35-year period expired in November 2012, and that despite the Owner's requests, the City failed to grant any extension or to otherwise make the Park's use conforming. The Letter further states that accordingly, Rancho Dominguez' closure is the result of the City's zoning or planning decision, action or inaction, meaning the City is the "person proposing the change in use" responsible for the relocation obligations in connection with the proposed closure pursuant to Government Code Section 65863.7(i).

Taking the factual assertions in the Letter as true, the Letter fails to address the missing link in the causal chain that is necessary to support your client's position that the closure is the "result" of the City's planning or zoning actions or decisions: *enforcement action*. That is, the City has

not ordered, requested, or pressured the Owner to close the Park in any way or at any time since expiration of the 35-year period specified in the City's zoning ordinance.¹ Indeed, the application comes as a surprise to the City, as it was not preceded by any communications on the issue between the City and the Owner.

To be clear, the City is not ordering or requesting the Owner to close the Park at this time. Accordingly, the Owner is free to withdraw its application and abandon the proposed closure if it wishes to do so.

Because the Owner is not being compelled to close the Park, the proposed closure is the result of the Owner's own choice, not any decision, action or inaction of the City. The voluntary nature of the Owner's decision is highlighted by the fact that the Park became an illegal land use in 2012, and yet the Owner did not propose closure until February 2019, over six years later. If the Park's closure were a necessary "result" of illegal land use status unaccompanied by any enforcement action, the Owner would have been obligated to submit its closure application when that illegal status attached, not 6+ years later. Therefore, the Owner's decision to do so now is clearly the result of its own free will, likely based on a desire to convert the land use to one that is more profitable for the Owner without having to bear responsibility for the consequences. Accordingly, the Owner, not the City, is the "person proposing the change in use" responsible for all relocation obligations in connection with the proposed closure under Government Code Section 65863.7(i).

If and only if the City ever commences formal proceedings to enforce its zoning ordinance to terminate the Park's illegal land use, the City will then be amenable to engaging the Owner in further discussions on the topic of responsibility for relocation obligations in connection with closure of the Park.

Based on the foregoing, the Owner must submit an RIR pursuant to Government Code Section 65863.7(a) and containing all required information and materials set forth in Carson Municipal Code Section 9128.21. The Owner has yet to submit any RIR, and therefore the application remains incomplete. In order to complete the application, the Owner must submit the information/documentation specified in the City's letter to you dated March 26, 2019, as follows:

- RIR

¹ The amortization period, as applied to the Park, remains ongoing, and will remain ongoing until the City compels the Owner to close the Park. *People v. Tolman*, 110 Cal.App.3d Supp. 6, 11 (1980). The 35-year period specified in the City's ordinance (Carson Municipal Code §9182.22(A)) is merely a minimum safe harbor period during which the City Council has formally indicated it will not pursue action to eliminate a nonconforming mobilehome park use.

- Submit a Relocation Impact Report consisting of all required information and materials (CMC Section 9128.21(C)).
- RIR Application Fee
- Questionnaire
 - Completed mobile home owner questionnaires using a questionnaire form approved by the City (CMC 9128.21(B));
 - Submit a proposed questionnaire form.
- Relocation Specialist
 - Indicate a relocation specialist for consideration;
 - The City is requiring the use of a relocation specialist, per CMC 9128.21(C)(12).
- Appraiser
 - Indicate two appraisers for consideration;
 - Note that the City may choose the appraiser and contract appraisal services, with payment made from the applicant's application deposit.
- Moving companies
 - Indicate two moving companies for consideration.
- CEQA Information
 - The project description in the application states "mobilehome park closure for potential redevelopment of site." What type of potential redevelopment does the applicant propose for the site? Please be as specific as possible, but we understand details may not be known at this time. It may be that only "commercial" or "residential" or "mixed use" development is known or contemplated at this early stage.

However, as noted above, the Owner need not proceed with Park closure at this time. As such, it may withdraw its application if it does not wish to take the steps necessary to complete it.

Lastly, the City is currently in the process of updating its General Plan. The General Plan update and related processes may or may not result in modifications to the City's current zoning standards regarding mobilehome park uses. The City has not yet determined what, if any, action it will take in regards to mobilehome park land use and zoning in connection with or related to the General Plan update, but the Owner is always welcome to participate in the City's public processes as it considers these issues moving forward.

Richard H. Close
Thomas W. Casparian
April 30, 2019
Page 4

Thank you for your attention to this important matter. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

ALESHIRE & WYNDER, LLP

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

Benjamin R. Jones, Esq.
Assistant City Attorney

JMM:BRJ

CC: Sunny Soltani, City Attorney
Jeff Malawy, Deputy City Attorney
McKina Alexander, Senior Planner



June 3, 2019

VIA EMAIL AND U.S. MAIL

Thomas W. Casparian, Esq.

Direct Phone 310-393-4000

Direct Fax 310-594-3082

tcasparian@cozen.com

Benjamin R. Jones, Esq.
Assistant City Attorney
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
E-Mail: bjones@awattorneys.com

**Re: Relocation Impact Report (RIR) No. 4-19
Closure Request for Rancho Dominguez Mobile Estates
425-435 East Gardena Boulevard**

Dear Mr. Jones:

We are in receipt of your April 20, 2019 letter regarding the above-referenced matter, which itself responded to our letter dated April 5, 2019.

We first note that your letter avoids confirming or denying the truth of the factual statements made in our letter regarding the City's historical actions in this matter. The history of the City's zoning and other decisions related to this matter are matters of public record, contained in the City's own files. Your letter's refusal to confirm the truth of the factual statements is a troubling indication of the City's good faith approach to this matter.

More importantly, your contention that the City must order or "request" the Owner to close the Park, or take some other "enforcement action" which you do not define, in order for the City to be the responsible party under Government Code section 65863.7 is clearly wrong under the plain language of the statute.

We note that you provide no legal authority whatsoever for your contention, only argument. Yet, your argument is directly refuted by the plain language of the statute. No action by the City is necessary for the City to be an agency proposing a change in use pursuant to Section 65863.7. To the contrary, the statute explicitly states that if the closure is the result of a decision, action, or *inaction* by the City, the City is responsible for mitigation. Your argument cannot be reconciled with this language.

Furthermore, your argument also improperly reads the statute as stating that it is applicable only when the "closure ... is the *necessary* result of" agency action. Yet, the statute does not indicate the closure must be the necessary result of the agency's action, but only that it is "a result" of any zoning or planning decision, action or inaction. Your argument, unsupported by any legal authority, is directly contradicted by the plain language of the state statute.

LEGAL\41296183\1

The current situation, caused entirely by the City's own actions and inaction, is untenable for the Park Owner and for the Park's residents. The City's neglect to enforce its own laws does not shield it from responsibility under the statute. The Owner is not required to wait until it has been subjected to fines or other penalties before the City is obligated to perform its duty under the law. Your letter's reference to the fact that the City is not ordering or requesting the Owner to close the park "at this time" is not a shield to the Owner's potential liability, and the Owner cannot be expected to bear the risk.

Furthermore, the City's decision to terminate the prior legal non-conforming use and its refusal to grant an extension of the temporary exemption has substantially damaged the property's value and the Owner's ability to sell it. It further prevents the Owner from being able to obtain financing for the Park necessary for infrastructure improvement and repairs. Without resolution, the Owner continues to suffer damages. In addition, the Park's residents cannot obtain financing for their homes, and the non-conforming use makes it impossible or extremely difficult for them to sell their homes or for potential new residents to finance a purchase.

Finally, your letter makes material mis-statements of fact, which appear to be the result of the City's failure to make even a good-faith analysis of its own file in this matter. Your letter states that "the City has not ordered, requested, or pressured the Owner to close the park in any way or at any time since the expiration of the 35-year period specified in the City's zoning ordinance." This is also plainly untrue. Then-City Attorney William Wynder and then-Director of Planning Sherri Repp-Loadsmen met with the Owner upon expiration of the legal, non-conforming use, indicated to the Owner that a zoning exemption extension would not be approved and the park would need to close, and alleged, among other things, that the Park's no-longer legal use constituted a "public nuisance" in addition to violating zoning law.¹ Again, just because the City has not yet taken official enforcement action, the Owner's decision to comply with the law and not to subject itself to the risk of liability, especially after the direct threats made by City officials, is certainly not "clearly the result of its own free will," as your letter unreasonably avers.

Accordingly, as stated earlier, pursuant to Section 65863.7(i) of the Government Code, the City – not the Park owner – is the "person proposing the change in use" and is therefore responsible for preparing the impact report and paying any required amounts to the tenants pursuant to the City's Ordinance. Please inform us immediately that the City will perform its legal duty pursuant to state law, as the Park's Owner has offered to cooperate fully and lend assistance to the City where appropriate.

¹ We also note that the City sent the Owner a letter in April 2000 that stated, "[U]nless a time extension is requested by the park owner(s) and granted by the City, the park must cease existence by November, 2012." (Emphasis added.) Furthermore, there is no legal support for your letter's assertion that the 35-year expiration period for the legal, non-conforming use "is merely a minimum safe harbor period during which the City Council has formally indicated it will not pursue action to eliminate a nonconforming mobilehome park use." To the contrary, that contention is plainly wrong and is directly refuted by the ordinance, which states that such use was legal for the 35-year period, not that the City would not take action (no action could be taken to eliminate a legal use), and explicitly contains an expiration of that legal use, not a "minimum" period. The City's subsequent statements regarding Rancho Dominguez have also made clear the City does not recognize any current "safe harbor."

Benjamin R. Jones, Esq.
June 3, 2019
Page 3

Sincerely,

COZEN O'CONNOR



Thomas W. Casparian, Esq.

cc: Richard H. Close, Esq.
Jeff Malawy, Esq., Ass't City Attorney
McKina Alexander, Senior Planner

McKina Alexander

From: Benjamin R. Jones
Sent: Friday, October 09, 2020 2:47 PM
To: tCasparian@cozen.com
Cc: Sunny Soltani; MAlexander@carson.ca.us; SForbath@cozen.com; rclose@cozen.com
Subject: RE: Rancho Dominguez Home Appraisals

Large File Send Sent Files



You shared files with tCasparian@cozen.com ssoltani@awattorneys.com MAlexander@carson.ca.us SForbath@cozen.com rclose@cozen.com.

File(s):

20-057 Rancho Dominguez Report Introduction.pdf

20-057 Rancho Dominguez - Individual Home Appraisal Summaries.pdf

20-057 Invoice #9975 + Stmt.pdf

Hi Tom,

Thank you for providing this additional information and documentation. At least now we know that the residents were informed, both in English and Spanish, that Brabant is the City's appraiser, and were given a meaningful opportunity to provide relevant information regarding their homes' interiors to Brabant to be included in the appraisal while knowing the purpose for which the information would be used.

Brabant confirmed he can complete his appraisal in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), as well as the Code of Ethics and Standards of Professional Practice of the Appraisal Institute, provided certain disclosures are made in the report. Attached is the completed report.

Your email below purports to characterize the City's efforts to ensure its residents were properly notified of the appraisal process and given a meaningful opportunity to have relevant information regarding their homes' interiors included in the appraisal as "bad faith tactics to delay and undermine the process" and a "scheme to delay [your] application until AB 2782 was enacted." It should go without saying that these claims are completely false and are unequivocally denied by the City.

It is disappointing that you could level such accusations against the City, Brabant and our office for merely attempting to ensure that the appraisal process was completed properly and fairly. My hope is that in the future, you will bestow more trust in us and ensure that you fully understand all relevant considerations before resorting to such measures. This will help ensure that the Park Owner and the City are able to maintain an open, trusting and positive working relationship moving forward throughout what will inevitably be a very difficult park closure process for all involved.

Also attached is Brabant's invoice. The Park Owner will need to pay Brabant the remaining \$30K for the appraisal; as specified in Section 3 of the parties' reimbursement agreement, the payment can be made directly to Brabant, provided City is immediately notified for purposes of ensuring proper accounting and compliance under the reimbursement agreement.

Thanks and please do not hesitate to contact me if you have any questions.

Benjamin R. Jones | Associate, Assistant City Attorney of Carson
Aleshire & Wynder, LLP | 18881 Von Karman Ave., Suite 1700, Irvine, CA 92612
Tel: (949) 223-1170 | Dir: (949) 250-5430 | Fax: (949) 223-1180 | bjones@awattorneys.com | awattorneys.com

This email and any files transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you may have received this communication in error, please advise the sender via email and delete the email you received.

From: Casparian, Thomas <tCasparian@cozen.com>
Sent: Monday, October 5, 2020 12:53 PM
To: Benjamin R. Jones <bjones@awattorneys.com>
Cc: Sunny Soltani <ssoltani@awattorneys.com>; McKina Alexander <MAlexander@carson.ca.us>; Close, Richard <Rclose@cozen.com>; Forbath, Susy <SForbath@cozen.com>
Subject: RE: Rancho Dominguez Home Appraisals

*** EXTERNAL SENDER ***

Ben,

After being led to believe by you and Sunny that the City and we were working together cooperatively to close and redevelop Rancho Dominguez, it is with great disappointment that we are forced to call out City's bad faith tactics to delay and undermine the process.

Your denial that Brabant's report was due by September 14 is false. Brabant's agreement stated without reservation, "Our fee for the appraisal will be \$40,000 and it can be completed within about 60 days." Brabant's agreement did not ever state that was an "estimate," and his contract certainly was a "binding promise." But moreover, your response below avoids addressing the fact that you waited until we inquired about the already late report, more than a week after it was due, to even alert us to any issue.

In fact, you waited over two weeks before you would even authorize Brabant to proceed, despite our having paid \$40,000 (an extortionate amount, as any other appraiser will attest to) and executed the City's Reimbursement Agreement on July 1. At this point it now appears that you and Sunny advised us to delay our client's application until after Imperial Avalon's was approved, even though Rancho Dominguez's application was submitted much earlier, as part of a scheme to delay our application until AB 2782 was enacted, and to favor Imperial Avalon's application over Rancho Dominguez's.

Brabant did not condition timely completion of his appraisal report upon receiving responses to his form. Furthermore, any appraiser will attest that Brabant can complete his appraisals without more detailed information on the interiors of the homes, and he should make reasonable assumptions based upon the exterior of the home, and other known and observable conditions. Any MAI appraiser will attest that Brabant does not need to inspect the interior of each home or interview the homeowner to appraise it.

The cover letter to Brabant's form explained to residents that they should provide the information to Brabant if they wanted it considered in their appraisal. Brabant's form also requested that residents provide their phone numbers *if* they wanted to be contacted. The residents who chose not to have every right to retain their privacy, and many of them did provide detailed information.

The Park Owner applicant is not responsible for Brabant receiving responses to his form, nor can it force its residents to provide them or their phone numbers to him. And, to the extent residents may be withholding information from Brabant or otherwise refusing to cooperate in an effort to sabotage the park's closure (if they are "confused, angry, frustrated" and scared about how much longer they will be able to remain in their homes, as you state), that must be to their own detriment and not to Applicant's. Applicant has cooperated, and assisted, throughout the process, and has no reason to obstruct it.

In answer to your inquiry below, yes, the cover letter was also provided in Spanish. Enclosed is the cover letter from the city-approved relocation specialist OPC in Spanish that was sent when it distributed Brabant's form, and translated his form into Spanish for him, and informed residents of the dates of Brabant's visits, all of which were done in order to assist, not block, his efforts. It was Brabant's responsibility to obtain any information regarding the homes he wanted, not Park Owner's or OPC's. As stated earlier, the Spanish translation was performed by a certified Legal Translation Service.

We would be more than happy to work together with the City to host further meetings with the park's residents to explain the status of the closure and to again to explain the process once the application is deemed complete and set for hearing. There is not much purpose to such a meeting until the City allows, as it must, the application to be heard by the Planning Commission.

Your email ignores the fact that the Park Owner held three (3) meetings (two for home owners, one for tenants) with the residents when the application was first submitted to inform residents about the closure process and to urge them to return the City Questionnaire. A total of 52 homeowner households (out of 57) attended the homeowners meetings. All three meetings were conducted in English and Spanish (as were the meeting notices) at the City Community Center. At both homeowner meetings, the importance of completing the questionnaires was emphasized. Additionally, the cover letter to the City Questionnaire informed homeowners that that it is in their best interest to provide requested information. We note that City held its own resident meeting for Park Avalon to discuss that Park's closure, but City never did so for Rancho Dominguez.

Your statement that that Park Owner's efforts to promote completion of Brabant's form "clearly was not enough" misconstrues who is in charge of the appraisal. The appraisal is being performed by an appraiser, Brabant, who was imposed on Park Owner. The appraiser was engaged by and is under the control of the City. Your attempts to impose on Park Owner responsibility for the appraiser's conduct of his appraisal is intentionally misdirected. Additionally, you and Sunny were cc'd on the emails with Brabant regarding his conduct of his appraisals and inspection process, and you never provided further instructions or guidance to the parties. You further ignore the residents' own likely reasons for refusing to do cooperate and/or retain their privacy.

Again, Brabant's contract gave no indication of any intent to knock on residents' doors (let alone during a pandemic). As you note, it said, "Details about the interior of the homes and their overall condition will be based on the combination of our exterior inspections, information provided by representatives of the park owner, and interviews with homeowners." As one of three sources of information on the interior of the homes, even Brabant made clear that that interviews were unnecessary. The contract gave no indication that speaking to the residents was "very important," as only you now claim.

Your claim the Park Owner "put up numerous roadblocks in connection with the inspection process" is false. You fail to identify a single "roadblock", and ignore the assistance, cooperation and offers that Park Owner gave. The Park Owner's and Park residents' objection to Brabant knocking on doors is not a "roadblock" but an obviously and eminently understandable concern during the pandemic. Brabant's request to do so was irresponsible and dangerous, and your deeming that a "roadblock" put up by the Park owner, indeed the only one you have identified, demonstrates City's bad faith intent to use Brabant to block the applicant's ability to complete its application.

As you note, Susy even clarified to Brabant that we were not prohibiting him from knocking on doors, but asked that if he insisted on doing so to please have residents sign a waiver. Exactly such a C.A.R. form is provided on the M.L.S. and the C.A.R. websites, so your claim that Brabant did not have such a form readily available to him is false. More to the point, Brabant responded to Susy that he did not require conducting in-person interviews and, "We can do the appraisal without conducting in-person interviews." We never heard anything further on the issue until we wrote to you six weeks later to inquire about the late appraisal. Ben, you and Sunny were both cc'd on these emails with Brabant, and at no point did you provide direction to Park

Owner or offer assistance. Why on earth would park owner want to put up “roadblocks” to Brabant completing his appraisal? It is obviously City that intends to place roadblocks in Park Owner’s way of completing its application because the park closure is politically unpopular, and because City is hoping to delay application completeness until the new law allowing City greater freedom to place *more* roadblocks comes into effect on January 1. City’s intent will be transparent to any court upon its review of City’s conduct.

Furthermore, Brabant has phone numbers for more than half of the homes to be appraised. By his own count, 19 of Brabant’s forms were returned to him. You state that he contacted an additional 4 homes by phone. In addition to those 23 homes, we have supplied Brabant with the phone numbers for 12 more residents who agreed to give their numbers. Out of 57 homes to be appraised, Brabant has been able to interview the owners of 35. As for the remaining homeowners, they have been asked, in writing, twice, to provide their phone numbers to the City and the appraiser, once on the City Questionnaire and once on Brabant’s form. If the City has the authority to require the residents to divulge their phone numbers, (or information about the interior of their homes) to it, then City may do so, but it was wrong for Brabant to ask Park Owner to violate the residents’ privacy after they had twice refused.

Park Owner also provided Brabant with information on every home for appraisal that included: (1) the dimensions and square footage of the home, (2) the number of bedrooms and bathrooms, (3) the year the home was built, (4) the manufacturer, and (5) the home’s decal number for Brabant’s use in obtaining title and transfer information from HCD (see attached).

The idea that Brabant cannot complete his appraisal because mobilehomes might contain unknown wet bars, fireplaces or vaulted ceilings is preposterous for so many reasons. If residents did not understand everything on Brabant’s form, and there is no indication they did not despite your speculation, it is Brabant’s form, not Park Owners’. Again, the Spanish translation was performed by a certified Legal Translation Service, and your email fails to demonstrate anything incorrect. Besides, Brabant can see from an exterior inspection that there is no chimney for a fireplace, and that the mobilehomes’ flat roofs makes vaulted ceilings impossible. It is plain City is inventing a pretext to delay completion of the application.

There is apparently no issue regarding Brabant’s completion of 35 of the appraisals. As to the remaining 22 homes, any appraiser will attest that Brabant is able to complete their appraisals without interviewing the owners. Appraisers use their experience and judgment to make reasonable assumptions based on the information they have, and Brabant has been able to inspect the exterior of the homes, knows their square footage, bed and bath counts, age, and manufacturer. He also knows the details of the interiors of the other 35 extremely similar homes.

The fact that these 23 homeowners did not choose to provide further details about their homes’ interior, despite being informed, in writing, twice, that it was in their interest to do so (in addition to orally at the well-attended homeowner meetings) is also strong evidence that these homes do not contain significant upgrades or other details that would increase their otherwise-observable value. In addition, the fact that the residents were informed over ten years ago that the Park would be closing makes it further unlikely these residents performed expensive upgrades inside their mobilehomes, especially if there is no indication that the exterior of the home has been improved.

It is impossible not to conclude that City is attempting to delay completion of the closure application, for which the City requires the appraisals, for which City imposed Brabant as the appraiser, and Brabant is under City’s control and direction. Your email’s reliance on plainly false statements, preposterous scenarios of undisclosed fireplaces and wetbars, and unjust attempts to blame park owner for residents’ refusal to provide information, whether in their attempt to block the closure or for personal reasons, makes City’s bad faith and bad intent here inescapable. City is clearly attempting to delay completion of the closure application until it can impose new, very different substantive requirements under recently-passed AB 2782.

Rancho Dominguez demands that City instruct Brabant to complete his appraisals immediately. Any additional costs or losses to the park owner as a result of application of AB 2782 to this closure will constitute damages against the City for its bad faith obstruction, as well as damages against Brabant for failing to timely and competently fulfill the terms of his agreement, under which Park Owner is clearly the intended beneficiary and for which it already paid \$40,000.



Thomas W. Casparian
Member | Cozen O'Connor
1299 Ocean Ave, #900 | Santa Monica, CA 90401
P: 310-460-4471 F: 310-594-3082
Email | Map | cozen.com

From: Benjamin R. Jones <bjones@awattorneys.com>
Sent: Monday, September 28, 2020 11:06 AM
To: Casparian, Thomas <TCasparian@cozen.com>
Cc: Sunny Soltani <ssoltani@awattorneys.com>; McKina Alexander <MAlexander@carson.ca.us>; Close, Richard <Rclose@cozen.com>; Forbath, Susy <SForbath@cozen.com>
Subject: RE: Rancho Dominguez Home Appraisals

****EXTERNAL SENDER****

Hi Tom,

Thank you for your email and for the documentation you provided.

Firstly, I don't agree with your assertion that the appraisal report was "due at latest by September 14." Brabant estimated it would take him 60 days to complete the report from the date of our notice to proceed, but that 60-day estimate was just that – an estimate. It was not a binding promise or agreement to have the report completed by a date certain irrespective of any and all other relevant considerations or circumstances.

You are correct that Brabant never proposed or attempted to conduct interior inspections of the homes, due to COVID concerns. However, that makes it all the more important that he be able to obtain relevant information on the interiors of the homes by other means, including by obtaining completed questionnaires from each of the homeowners and conducting interviews with residents (either in person or over the phone). It recently became clear to us that despite Brabant's best efforts, he has been unable to gather any information regarding the interiors of most of the homes that are the subject of the appraisal. Also, please note that the completed questionnaires and the information gathered therefrom may well be necessary for the Park Owner to be able to submit a complete RIR, so obtaining the completed questionnaires is in the Park Owner's interest as well.

I mentioned in my last email that Brabant has only received completed questionnaires from about 20 residents. The specifics on that are that he has obtained 19 questionnaire forms returned by residents, and in four other cases, his firm was able to speak with a resident on the phone and fill out a questionnaire during the conversation.

Thank you for providing the cover letter that was sent to the residents, and I note that it states Anderson & Brabant is the appraiser selected by the City. However, the letter is in English, and you did not provide me with a Spanish version. As you know, the park is predominately Spanish speaking. Was the cover letter provided to the residents in Spanish? If so, please send me a copy.

As far as ways to promote completion of the questionnaires, certainly an updated Spanish version of the cover letter from the Park Owner would be in order, but if it was sent in Spanish originally, that clearly was not enough. The City may

need to send out a notice to the residents (and possibly host a meeting with the residents) to explain what is going on and to encourage participation. It is clear from questions received by Brabant and the City that the residents are scared, confused, angry, frustrated, and very much in the dark as to the status of park closure, what is happening/going to happen, and how much longer they will be able to remain in their homes. Would the Park Owner be willing to help distribute a notice letter from the City to the residents to help address these issues?

In addition to obtaining completed questionnaires, it is very important for Brabant to be able to speak to the residents about their homes. Brabant's contract did not exclude intent to knock on doors; conversely, it expressly states that "[d]etails about the interior of the homes and their overall condition will be based on the combination of our exterior inspections, information provided by representatives of the park owner, and *interviews with homeowners*." (emphasis added).

Brabant originally contemplated these interviews occurring by way of *either*: (1) knocking on doors; (2) residents coming out of their houses on their own during exterior inspections without any knock; or (3) telephone conversations. Later, in response to request from the Park Owner, Brabant agreed not to knock on doors during the two days of initial inspections, but he still sought to obtain the Park Owner's permission to speak with residents who came out of their homes during the inspections, provided masks and social distancing measures were observed. However, Brabant feels that the Park Owner (communicating via Susy) put up numerous roadblocks in connection with the inspection process that prevented or discouraged him from conducting in-person interviews in this manner. By way of example:

- On July 23, 2020, Susy sent Jim an email stating, "I thought we had agreed that you would not be speaking with the residents in person."
- After some back and forth, Susy sent Jim another email on August 4, 2020, stating, "I think we can all agree that while Covid 19 continues to be rampant in LA, conducting in person interviews is not ok. The park does not want to be responsible for anyone's health being risked in this process. Phone interviews must suffice."
- Then on August 5, 2020, after a response from Jim, Susy modified this position in an email stating, "[t]he park is not prohibiting you from conducting in-person interviews, if you insist. If any residents come out of their homes to speak with you, please just have them sign a waiver indemnifying the park owner from any liability for health risks."

In regards to the last bullet point above, Jim did not have a waiver form readily available to him, and it occurred to him that even if he did, attempting to have residents sign them would require him to walk up closer than six feet to hand the form to them, discuss it with/explain it to them, and then have them hand it back to him, and that residents may not even understand the "legalize" of the documents and might refuse to sign it (not to mention possible English-Spanish translation issues). Thus, Brabant concluded this was intended merely as a roadblock to keep him from conducting in-person interviews.

Moreover, Jim has not been able to obtain phone numbers for many of the residents because: (1) many of the questionnaires were not completed/returned by the residents; and (2) the Park Owner has not provided resident phone numbers to Brabant despite the fact that Brabant requested them early on in the inspection/appraisal process.

Brabant's inability to speak with residents has hampered not only his ability to obtain information on the interiors of most of the mobilomes that he is valuing, but also his ability to obtain necessary information regarding prior sales of mobilehomes from residents to residents (as opposed to sales from residents to the Park Owner) that have occurred in the Park since 2009, which are being used for sales comparison purposes in the appraisal.

Lastly, in regards to the Spanish translation of the questionnaire that the Park Owner had prepared, I am certainly no fluent Spanish speaker, but I have received the following information from Anderson & Brabant in regards to potential errors/inaccuracies in the translation:

- Fireplace - Anderson & Brabant believes a word was used that typically means "home" instead of "fireplace";
- Wet Bar – although the correct Spanish word for this was used, Anderson & Brabant has doubts that residents understood what it meant or what a wet bar is, so some explanation may be necessary;

- Vaulted Ceilings – same as for wet bar - residents apparently did not know what this meant or what vaulted ceilings are, so this may need further explanation as well;
- Many residents were confused about the section titled "Permitted Additions to Main Home." Susy asked Anderson & Brabant to add the word "Permitted." Anderson & Brabant recommends adding a note saying to skip this section if there are no additions to the home.

Thanks and I look forward to working with you to resolve these issues as soon as possible.

Benjamin R. Jones | Associate, Assistant City Attorney of Carson

Aleshire & Wynder, LLP | 18881 Von Karman Ave., Suite 1700, Irvine, CA 92612

Tel: (949) 223-1170 | Dir: (949) 250-5430 | Fax: (949) 223-1180 | bjones@awattorneys.com | awattorneys.com

This email and any files transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you may have received this communication in error, please advise the sender via email and delete the email you received.

From: Casparian, Thomas <tCasparian@cozen.com>

Sent: Thursday, September 24, 2020 11:49 AM

To: Benjamin R. Jones <bjones@awattorneys.com>

Cc: McKina Alexander <MAlexander@carson.ca.us>; Sunny Soltani <ssoltani@awattorneys.com>; Close, Richard <Rclose@cozen.com>; Forbath, Susy <SForbath@cozen.com>

Subject: Rancho Dominguez Home Appraisals

*** EXTERNAL SENDER ***

Ben,

Brabant's appraisal report was due at the latest by September 14. Any concerns about his ability to complete his report should have been raised long ago, not more than a week after the deadline and only upon our inquiry regarding the overdue report.

Under his own contract proposal with the City, Brabant's appraisal was never to include the ability to conduct interior inspections of residents' homes. ("We will conduct an on-site inspection of the park, and an exterior inspection of each home. We will not be inspecting the interior of the homes because of Covid-19 concerns.")

Brabant's contract also excluded any intent to knock on residents' doors. Rather, he stated he would conduct his appraisal using "a form that requests information about each home The form will include a space for the phone number of each homeowner in case we have any follow-up questions." Brabant was not prohibited from knocking on residents doors, and told Susy in an email that he could conduct the appraisal without in-person interviews.

As requested, attached here is the cover letter sent by OPC encouraging residents to complete Brabant's Homeowner Form, together with the Homeowner Forms themselves, in English and Spanish. The Spanish translation was performed by a certified Legal Translation Service.

The cover letter encouraged homeowners to complete the form and provide photos of their interiors and any other relevant documentation to assist with the appraisal of their home. The letter also let them know that if they needed technical assistance providing photos or documentation electronically, the Park Manager was available to assist them with scanning and/or emailing.

Brabant was also provided with the Resident Questionnaire response data obtained by OPC on the City-mandated form which included the resident's descriptions of any home improvements. Brabant was also provided with a Home Data chart prepared by park owner which included the number of bedrooms/baths and square footage of every home in the park.

Ben, I hope this resolves any concerns you may have. The fact remains that Brabant, who is under City's control, is causing undue delay in a matter in which time is of the essence. Please ensure the appraisal is completed and delivered to us immediately.



Thomas W. Casparian
Member | Cozen O'Connor
1299 Ocean Ave, #900 | Santa Monica, CA 90401
P: 310-460-4471 F: 310-594-3082
Email | Map | cozen.com

From: Benjamin R. Jones <bjones@awattorneys.com>
Sent: Tuesday, September 22, 2020 5:02 PM
To: Forbath, Susy <SForbath@cozen.com>
Cc: McKina Alexander <MAlexander@carson.ca.us>; Sunny Soltani <ssoltani@awattorneys.com>
Subject: RE: Rancho Dominguez Executed Reimbursement Agreement

****EXTERNAL SENDER****

Hi Susy,

We have some concerns about the limited information that Anderson & Brabant has been able to obtain from the residents regarding the interiors of their homes. For example, only about 20 residents have responded to their questionnaires, and as you know, Anderson & Brabant was not permitted to conduct interior inspections or knock on doors to speak with residents about their homes when Anderson & Brabant was at the park to conduct the exterior inspections. We also have some related concerns regarding what has been communicated by the park owner to the residents about who Anderson & Brabant is, who they work for, and how providing information to Anderson & Brabant is in the residents' best interest. We want to understand what the park owner has communicated to the residents on these topics. My understanding is the park owner has sent two letters to the residents in this regard – can you please provide me with copies of these letters? Also, we have heard that the Spanish translation of the resident questionnaire contained some inaccuracies – can you please send me a copy of that as well? Thank you.

Benjamin R. Jones | Associate, Assistant City Attorney of Carson
Aleshire & Wynder, LLP | 18881 Von Karman Ave., Suite 1700, Irvine, CA 92612
Tel: (949) 223-1170 | Dir: (949) 250-5430 | Fax: (949) 223-1180 | bjones@awattorneys.com | awattorneys.com

This email and any files transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you may have received this communication in error, please advise the sender via email and delete the email you received.

From: Forbath, Susy <SForbath@cozen.com>
Sent: Tuesday, September 22, 2020 11:27 AM
To: Benjamin R. Jones <bjones@awattorneys.com>
Cc: McKina Alexander <MAlexander@carson.ca.us>
Subject: RE: Rancho Dominguez Executed Reimbursement Agreement

***** EXTERNAL SENDER *****

Hi Ben –

We are past the 60 days in which Brabant had agreed (in his contract) to provide the appraisal report. We would like to get our RIR filed. When do you anticipate we will receive his appraisal?

Susy



Susy Forbath
Regulatory and Government Relations Professional | Cozen O'Connor
1299 Ocean Ave, #900 | Santa Monica, CA 90401
P: 310-309-4500 F: 310-594-7308
[Email](#) | [Bio](#) | [Map](#) | [cozen.com](#)

From: Benjamin R. Jones <bjones@awattorneys.com>
Sent: Thursday, July 16, 2020 9:46 AM
To: Forbath, Susy <SForbath@cozen.com>
Cc: McKina Alexander <MAlexander@carson.ca.us>
Subject: RE: Rancho Dominguez Executed Reimbursement Agreement

****EXTERNAL SENDER****

Hi Susy,

Yes, Jim is now authorized to proceed for Rancho Dominguez.

For Park Avalon, I believe his engagement letter is being executed today.

Benjamin R. Jones | Associate, Assistant City Attorney of Carson
Aleshire & Wynder, LLP | 18881 Von Karman Ave., Suite 1700, Irvine, CA 92612
Tel: (949) 223-1170 | Dir: (949) 250-5430 | Fax: (949) 223-1180 | bjones@awattorneys.com | awattorneys.com

This email and any files transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you may have received this communication in error, please advise the sender via email and delete the email you received.

From: Forbath, Susy <SForbath@cozen.com>
Sent: Wednesday, July 15, 2020 6:09 PM
To: McKina Alexander <MAlexander@carson.ca.us>
Cc: Benjamin R. Jones <bjones@awattorneys.com>
Subject: RE: Rancho Dominguez Executed Reimbursement Agreement

***** EXTERNAL SENDER *****

Thanks McKina! Ben – have you now authorized Brabant to proceed in Rancho Dominguez? And what about Park Avalon?



Susy Forbath
Regulatory and Government Relations Professional | Cozen O'Connor
1299 Ocean Ave, #900 | Santa Monica, CA 90401
P: 310-309-4500 F: 310-594-7308
[Email](#) | [Bio](#) | [Map](#) | [cozen.com](#)

From: McKina Alexander <MAlexander@carson.ca.us>
Sent: Wednesday, July 15, 2020 5:52 PM
To: Forbath, Susy <SForbath@cozen.com>
Cc: Benjamin R. Jones <bjones@awattorneys.com>
Subject: Rancho Dominguez Executed Reimbursement Agreement

****EXTERNAL SENDER****

Hello Susy,

Attached is a copy of the executed Rancho Dominguez reimbursement agreement.

Best Regards,

McKina Alexander | Associate Planner

City of Carson | [Planning Division](#)

701 East Carson Street, Carson, CA 90745

Office: 310-952-1700 ext. 1326

[City of Carson Website](#)

Until further notice, the Planning Division will be managed via email, phone or Zoom. In person appointments will be considered on a case by case basis and scheduled as a matter of last resort. We appreciate your patience as we strive to ensure the safety and well-being of the public and city staff.

For the most up to date COVID-19 information, please visit ci.carson.ca.us.



Notice: This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.

Notice: This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.

Notice: This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to

the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.

Notice: This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.



CITY OF CARSON

November 24, 2020

Richard H. Close, Esq.
Cozen O'Connor
1299 Ocean Avenue, Suite 900
Santa Monica, CA 90401
Rclose@cozen.com

Via U.S. Mail and Email

**SUBJECT: Relocation Impact Report (RIR) No. 4-19
Closure Request for Rancho Dominguez Mobile Estates
425-435 E. Gardena Boulevard**

Dear Mr. Close,

On October 26, 2020, City staff received the relocation impact report (RIR) for the closure of Park Avalon Mobile Estates located at 425-435 E. Gardena Blvd.

After review of the RIR and associated application documentation, as it relates to completeness pursuant to Carson Municipal Code (CMC) Section 9128.21, the application is **deemed incomplete** at this time.

Table 1 (Section 9128.21 – RIR Application Completeness analysis) and the subsequent discussion below specify the incomplete items and the information/documentation needed to complete them.

1. RIR APPLICATION COMPLETENESS ANALYSIS (CMC 9128.21) - TABLE 1

Relevant Provision of CMC 9128.21:	Complete/Incomplete	Location	Staff Comments
A. RIR	Incomplete		See comments below re: §9128.21(C)
B. Resident Questionnaire	Incomplete*	39 completed or partially completed questionnaires submitted concurrently with RIR	*RIR (p.6) states that completed or partially completed questionnaires were returned by 41 of the 81 Park households. City received 39 questionnaires. Per the

		<p>RIR, there are 57 resident-owned spaces in the Park, and the remainder are Park-owned.</p> <p>Space No's. 64, 65, & 80 are listed as resident-owned spaces that completed questionnaires, but no questionnaires for these spaces were submitted to the City. Please submit these questionnaires.</p> <p>Additionally, Space No. 6 was included among the 39 submitted questionnaires, but the questionnaire states that the mobilehome is Park-owned, so the City has received completed or partially completed questionnaires for 38 of the 57 resident-owned spaces. Please provide confirmation that questionnaires were given to each resident in accordance with §9128.21(B) and that all completed or partially completed questionnaires have been submitted to the City. To the extent questionnaires were not given to residents in accordance with §9128.21(B), and to the extent completed or</p>
--	--	--

			partially completed questionnaires were not submitted, please do so.
C. RIR Content:			
C.1. Description of Proposed New Use	Complete**	RIR, Pg. 5	Please submit additional detail as discussed below**
C.2. Timetable for park conversion	Complete	RIR, Pg. 5, 20	
C.3. Legal Description of the Park	Complete	RIR, Exhibit A	
C.4. No. of spaces, length of occupancy, current rental rates	Incomplete	RIR, Exhibit D; Confidential Tenant Spreadsheet	Confidential tenant spreadsheet is inconsistent with other application materials (e.g., RIR, Exh. D) and has 132 spaces listed instead of 81 spaces. Please submit a corrected confidential tenant spreadsheet.
C.5. Date of manufacture and size of each mobilehome	Complete	RIR, Exhibit D; Appraisal reports submitted concurrently with RIR	
C.6. Appraised on-site value and off-site value of each of the mobile homes in the park	Complete	Appraisal Report submitted concurrently with RIR	James Brabant appraisal report submitted
C.7. Total number of residents, broken down space by space, to identify owner or renter occupancy, principal or second home occupancy, resident under sixteen (16) years of age, residents sixty-two (62) years of age or over, and	Incomplete	RIR Pg. 7, Table 1; Confidential Tenant Spreadsheet	Confidential tenant spreadsheet is inconsistent with other application materials (e.g., RIR, Exh. D) and has 132 spaces listed instead of 81 spaces. Please submit a corrected confidential

the number of residents who are handicapped and/or disabled.			tenant spreadsheet.
C.8. The name and mailing address of each mobile home resident and each nonresident mobile home owner	Complete	Tenancy Mailing List submitted concurrently with RIR	
C.9. A list of known available spaces in the South Bay-Long Beach area of Los Angeles County, the Orange County area and other areas of Los Angeles County within a fifty (50) mile radius from the park, including any written commitments from mobile home parks and trailer park owners willing to accept displaced residents, the comparability of such parks and the rental rates for such spaces	Complete	RIR pgs. 8-11 Exhibits F-H	
C.10. Estimates from two (2) moving companies as to the minimum and per mile cost of moving, tear-down and set-up; and moving improvements installed by residents.	Complete	RIR, pgs. 10-11	
C.11. Proposed measures to mitigate the adverse impacts upon the park residents	Incomplete***	RIR pgs. 13-17	See discussion below***
C.12. Relocation Specialist	Complete	RIR pgs. 15-16, 18-21	
C.13. Information whether residents have been offered the option of a long-term	Complete	RIR pg. 5	

lease of the land and purchase of the improvements if the park is to be sold			
--	--	--	--

Please submit all information required per Table 1 above at your earliest convenience.

******You have indicated to the City that you are aware of Governor Newsom’s August 31, 2020, approval of Assembly Bill 2782 (AB 2782), and indeed, that you have been following the bill since prior to its passage. AB 2782 will take effect as law on January 1, 2021, and as such will apply to any final administrative decision on your application that is rendered effective on or after said date. Due to the passage and impending effectiveness of AB 2782, you are required to submit the following information (in addition to the other information/items specified in this letter) in order to complete your RIR application: (1) information as to whether or not the intended or anticipated future use of the subject property would include or contribute to housing opportunities or choices for low- and/or moderate-income households within the City. Submittal of this information is necessary to enable the City to fully evaluate your RIR application.

*******The RIR improperly purports to condition the proposed “relocation mitigation measures” upon City approval of the RIR by December 31, 2020, stating that if City does not do so, applicant will seek to hold City responsible for any required relocation impact mitigation measures.

Specifically, the RIR, on page 14, provides, “the City is the ‘person proposing the change of use’ of Rancho Dominguez Mobile Estates because its closure is the result of a ‘zoning or planning decision, action or inaction’ and it is required to take steps to mitigate the adverse impact of the closure on Park residents, pursuant to Government Code section 65863.7(i). *However, if this Impact Report is finally approved by the City no later than December 31, 2020, the Park Owner agrees to provide the following relocation costs, relocation assistance, and additional benefits to the mobile home resident-owners without reimbursement from the City....*” (emphasis added).

This tactic renders the proposed mitigation measures illusory, used as a means of seeking to coerce or induce the City into eschewing proper exercise of its police power. The City is legally prohibited from contracting or otherwise bargaining away its municipal or governmental functions or its right to exercise its police power, and any action which amounts to an abdication of the police power or an agreement to surrender, abnegate, divest, abridge, impair, or bargain away control of its police power or municipal or governmental function would be invalid. The proposed “relocation mitigation measures” represent nothing more than a bad faith attempt to leverage the park owner’s perceived potential legal claims against the City related to Gov’t Code §65863.7(i) to induce the City to summarily approve the RIR on the park owner’s desired timeline rather than properly considering, evaluating and acting upon the RIR in accordance with its authority and timelines under applicable law.

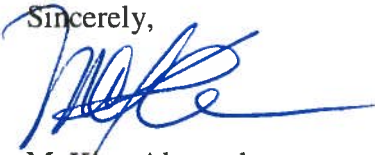
The City cannot agree to applicant’s proposed terms without illegally compromising the City’s police power at the expense of the welfare of its residents. Additionally, such an action would

contravene the legislative intent of AB 2782. Any action taken by City will and must be pursuant to the full and free exercise of its police power and in accordance with applicable law. The City cannot do, or promise or agree to do, anything to the contrary. Moreover, the City has already made its position clear that it is not the "person proposing the change of use" for purposes of Section 65863.7(i), and that the land use or zoning status of the park may soon be changed as part of the City's general plan update process or otherwise.

Based on the foregoing, the RIR is incomplete as to CMC §9128.21(C)(11). Please submit proposed measures to mitigate the adverse impacts of the conversion upon the park residents (in addition to the information and documentation necessary to complete the other outstanding application items as detailed in this letter) at your earliest convenience.

You may contact me at (310) 952-1700 extension 1326 or malexand@carson.ca.us if you need further assistance.

Sincerely,



McKina Alexander
Associate Planner



December 30, 2020

VIA EMAIL AND FEDERAL EXPRESS

Thomas W. Casparian, Esq.

Direct Phone 310-460-4471

Direct Fax 310-594-3082

tcasparian@cozen.com

McKina Alexander
Associate Planner
City of Carson – City Hall
701 E. Carson Street
P.O. Box 6234
Carson, CA 90749
E-Mail: malexand@carson.ca.us

**Re: Relocation Impact Report (RIR) No. 4-19
Closure Request for Rancho Dominguez Mobile Estates
425-435 East Gardena Boulevard**

Dear Ms. Alexander:

We received your letter to Richard H. Close, Esq. dated November 24, 2020 (your “Incompleteness Letter”), which purports to deem as incomplete RIR No. 4-19 (the “RIR”) and fails to set a timely hearing by the City’s Planning Commission for the RIR’s approval. We have also recently received your December 23, 2020 letter to the same effect.

Together with this letter, we are filing a revised RIR that provides the information your letter contends is omitted. Additionally, as your December 23rd letter recognizes, other items requested in your November 24th letter were previously provided. Please deem the RIR complete immediately and set this matter for hearing before the Planning Commission.

The RIR “incompleteness” items are addressed below:

1.B: *“Please provide confirmation that questionnaires were given to each resident in accordance with §9128.21(B) and that all completed or partially completed questionnaires have been submitted to the City.”*

The questionnaires for space nos. 56, 64, 65, and 80, together with a revised questionnaire data chart, were provided to Staff on 12/01/20 as acknowledged by Staff’s response letter dated 12/23/20.

1.C.4: *“Please submit a corrected confidential tenant spreadsheet.”*

A revised Confidential Tenant Spreadsheet was provided to Staff on 12/01/20 as acknowledged by your letter dated December 23, 2020.

1.C.7: *“Please submit a corrected confidential tenant spreadsheet.”*

LEGAL\50235979\1

A revised Confidential Tenant Spreadsheet was provided to Staff on 12/01/20 as acknowledged by your letter dated December 23, 2020.

1.C.1: Due to the passage and impending effectiveness of AB 2782, you are required to submit the following information (in addition to the other information/items specified in this letter) in order to complete your RIR application: (1) information as to whether or not the intended or anticipated future use of the subject property would include or contribute to housing opportunities or choices for low- and/or moderate-income households within the City. Submittal of this information is necessary to enable the City to fully evaluate your RIR application.

This information is not required under current law. As even your letter notes, at 1.C.1: "Description of Proposed New Use", this item is "Complete." Denial of a completeness determination and refusal to set the RIR for Hearing approval under the time limits required by law until information that is *not* required under current law is provided is unjustified and wrongful.

Irrespective, an amended RIR containing the information requested is included herewith. The following language has been added:

The Park Owner anticipates developing the property into denser workforce housing and possible mixed-use appropriate to the industrial location, where the Park remains an underdeveloped parcel. Attached as Exhibit "I" is a site/yield study commissioned by Park Owner and produced by Withee Malcolm Architects, LLP, demonstrating potential redevelopment of the Property from 81 mobilehome spaces into 174 1-, 2-, and 3-bedroom apartments, thereby more than doubling the current housing provided by the Property. Accordingly, the anticipated future use of the Property would include and contribute to housing opportunities for low- and moderate-income households within the City of Carson and would not materially contribute to a shortage of housing opportunities for low- and moderate-income households.

1.C.11: The RIR improperly purports to condition the proposed "relocation mitigation measures" upon City approval of the RIR by December 31, 2020, stating that if City does not do so, applicant will seek to hold City responsible for any required relocation impact mitigation measures. [¶] Specifically, the RIR, on page 14, provides, "the City is the 'person proposing the change of use' of Rancho Dominguez Mobile Estates because its closure is the result of a 'zoning or planning decision, action or inaction' and it is required to take steps to mitigate the adverse impact of the closure on Park residents, pursuant to Government Code section 65863.7(i). However, if this Impact Report is finally approved by the City no later than December 31, 2020, the Park Owner agrees to provide the following relocation costs, relocation assistance, and additional benefits to the mobile home resident-owners without reimbursement from the City..." (emphasis added). [¶] This tactic renders the proposed mitigation measures illusory, used as a means of seeking to coerce or induce the City into eschewing proper exercise of its police power. The City is legally prohibited from contracting or otherwise bargaining away its away its municipal or governmental functions or its right to exercise its police power, and any action which amounts to an abdication of the police power or an agreement to surrender, abnegate, divest, abridge, impair, or bargain away control of its police power or municipal or governmental function would be invalid. The proposed "relocation mitigation measures" represent nothing more than a bad faith attempt to leverage the park owner's perceived potential legal claims against the City related to Gov't Code §65863.7(i) to

induce the City to summarily approve the RIR on the park owner's desired timeline rather than properly considering, evaluating and acting upon the RIR in accordance with its authority and timelines under applicable law. [¶] The City cannot agree to applicant's proposed terms without illegally compromising the City's police power at the expense of the welfare of its residents. Additionally, such an action would contravene the legislative intent of AB 2782. Any action taken by City will and must be pursuant to the full and free exercise of its police power and in accordance with applicable law. The City cannot do, or promise or agree to do, anything to the contrary. Moreover, the City has already made its position clear that it is not the "person proposing the change of use" for purposes of Section 65863.7(i), and that the land use or zoning status of the park may soon be changed as part of the City's general plan update process or otherwise.

We disagree. The law is clear that under the circumstances, "the local governmental agency is the person proposing the change in use for the purposes of preparing the impact report required by [Government Code section 65863.7] and is required to take steps to mitigate the adverse impact of the change as may be required in subdivision (e)." (Gov't Code, § 65863.7(i), as current and as effective after Jan. 1, 2021.)

City has repeatedly failed and refused to comply with its obligations to provide an impact report and mitigation measures to the Park's residents pursuant to Government Code section 65863.7(i) despite its clear obligation to do so and repeated demands from the Park Owner. City has failed and refused to conform the zoning status of the Park or to grant a use permit, and has itself asserted to the Park Owner and the Park residents that the Park must be closed. City's vague claim, after 18 years, that "the land use or zoning status of the park *may* soon be changed as part of the City's general plan update process or otherwise" is meaningless. Indeed, it has been 22 months since Rancho Dominguez filed an Application for closure, re-asserting that City is responsible for preparation of the impact report and to provide mitigation measures because the "closure, cessation, or change of use is the result of a decision by a local governmental entity or planning agency not to renew a conditional use permit or zoning variance under which the mobilehome park has operated, or as a result of any other zoning or planning decision, action, or inaction" (Gov't Code, § 65863.7(i)). Since then, City has taken no action, and still cannot say it will.

Park Owner has no legal obligation to provide any mitigation measures under these circumstances, but has agreed to do so, up to a reasonable point. Indeed, the mitigation benefits Park Owner has agreed to provide, without seeking reimbursement from the City, are those same measures the City required of the last mobilehome park closure that resulted from expiration of its legal use, at Bel Abbey. If City, in a proper (as limited under law) exercise of its police power determines that further mitigation or other measures are warranted, it remains free to provide them, as it is obligated to do pursuant to Government Code section 65863.7(i). Irrespective, Park Owner agrees to remove any condition for a certain timeline for approval (other than that which it asserts is required by law), and has amended the RIR accordingly.

Perhaps most important, City's purported disagreement with Park Owner regarding City's legal obligation does not render the RIR "incomplete." Park Owner cannot be forced to withdraw its legal contentions or absolve the City of its legal obligations in order to have its Application deemed complete and obtain a timely hearing thereon. Accordingly, Park Owner renews and restates its demand that a hearing before the Planning Commission be set at its next scheduled meeting.

As the record already clearly shows, City is engaging in a scheme and course of conduct to delay, obstruct and unreasonably burden the park closure because it is politically unpopular and to avoid its own obligations under state law, and to delay the Application indefinitely, or at least until new law comes into effect on January 1, 2021. All rights of the Park Owner are expressly reserved.

Sincerely,

COZEN O'CONNOR



Thomas W. Casparian, Esq.

cc: Richard H. Close, Esq.
Benjamin R. Jones, Esq., Ass't City Attorney



CITY OF CARSON

January 25, 2021

Richard H. Close, Esq.
Thomas W. Casparian
Cozen O'Connor
1299 Ocean Avenue, Suite 900
Santa Monica, CA 90401
Rclose@cozen.com

Via U.S. Mail and Email

**SUBJECT: Relocation Impact Report (RIR) No. 4-19
Closure Request for Rancho Dominguez Mobile Estates
425-435 E. Gardena Boulevard**

Dear Messrs. Close and Casparian,

Thank you for your December 30, 2020 submittal of a revised version of Relocation Impact Report No. 04-19 ("revised RIR") for Rancho Dominguez Mobile Estates (the "Park") together with a cover letter from Mr. Casparian ("Letter").

In regards to RIR incompleteness item 1.C.1, based on the additional language you provided in the revised RIR and the new Exhibit "T" you provided in the revised RIR, this item is now deemed complete.

In regards to RIR incompleteness item 1.C.11, you agreed "to remove any condition for a certain timeline for [RIR] approval (other than that which is required by law)," and you made the corresponding change in the revised RIR. However, the revised RIR still asserts that "the City is the 'person proposing the change of use' of [the Park] because its closure is the result of a 'zoning or planning decision, action or inaction' and it is required to take steps to mitigate the adverse impact of the closure on Park residents, pursuant to Government Code section 65863.7(i)."

The Letter states that "the mitigation benefits Park Owner has agreed to provide, without seeking reimbursement from the City, are the same measures the City required of . . . Bel Abbey. If City, in a proper (as limited under law) exercise of its police power determines that further mitigation or other measures are warranted, it remains free to provide them, as it is obligated to do pursuant to Government Code section 65863.7(i)."

Richard H. Close, Esq.
Thomas W. Casparian
Cozen O'Connor
January 25, 2021

First, please be advised that AB 2782 is now in effect as law and applicable to any City decision on the RIR. As you know, AB 2782 entitles displaced Park residents who cannot relocate their coaches to adequate housing in other mobilehome parks to receive payment of, without limitation, the “in-place market value” of their homes (likely represented by the “on-site values” as appraised by Mr. Brabant) in connection with any RIR approval. Therefore, payment of only “off-site values” to such residents, as proposed in the revised RIR, would violate AB 2782. Of course, AB 2782 did not apply to the City’s decision on the closure of Bel Abbey many years ago, so your comparison of the benefits proposed in the revised RIR to the benefits that were required for the closure of Bel Abbey is irrelevant insofar as it disregards the change in law.

Second, as the City has asserted in prior letters, including my November 24, 2020 letter and a letter from the City Attorney’s office dated April 30, 2019, the City is not the “person proposing the change of use” for purposes of Government Code section 65863.7(i). The City has not initiated or taken any code enforcement action or administrative or legal process or proceeding to actually compel the termination of the nonconforming use by requiring Park Owner to close the Park, and therefore the Park continues to operate in its nonconforming status until City does so. Conversely, the City informed the Park Owner on April 30, 2019, that the City is not ordering or requesting the Park Owner to close the Park at this time, and that the Park Owner is free to withdraw its RIR application and abandon the proposed closure if it sees fit to do so. That remains the case today.

The unmistakable reality is that the proposed closure of the Park is purely the result of the Park Owner’s desire to close the Park in favor of a more profitable future use. This is apparent not only from the Park Owner’s aggressive pursuit of RIR approval from City as soon as possible despite the lack of any current City order or request for Park Owner to proceed with same, but also from documentation Park Owner has provided to the City. For example, as stated in a letter from Ms. Forbath to Planning Manager Betancourt on May 29, 2019, the Park Owner’s “goal is to receive a zoning designation that would support a mixed-use residential development, at a minimum density of 30 units per acre.” As indicated in that letter, the Park Owner has engaged the City regarding input into the General Plan update process, not to achieve zoning that would facilitate continued operation of the Park as offered by City in the above-referenced letters, but rather to achieve zoning that would facilitate Park Owner’s desired future development.

Indeed, the Park Owner has ostensibly taken no interest in City’s overtures, articulated in the above-referenced letters from the City Attorney’s office and from me, regarding potential changes to the Park’s zoning to remove the nonconforming status. If the Park Owner wished to continue operating the Park, the Park Owner would be actively seeking such a change from the City, rather than ignoring these possibilities. The City has refrained from pursuing any zoning change for the Park because Park Owner has neither applied for nor shown any interest in same, and because City is and has been under the impression that the Park Owner’s true desire is to close the Park.

However, Mr. Casparian’s persistence on the nonsensical position that City is responsible for the proposed Park closure is creating confusion that now needs to be resolved. The time has come

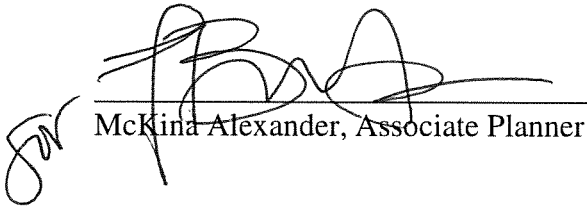
Richard H. Close, Esq.
Thomas W. Casparian
Cozen O'Connor
January 25, 2021

for the Park Owner to make its true intentions clear to the City. Park Owner cannot have it both ways.

If the Park Owner truly wishes to continue operating the Park but is perturbed by the lack of certainty associated with the Park's current zoning status, please notify me within the next three (3) business days, and I will be happy to work with you toward Park Owner's submittal and processing of a zone change application pursuant to Carson Municipal Code Section 9172.13. However, in that case, the RIR application should be withdrawn, or applicable processing timelines tolled.

If you do not so notify me, Planning staff will conclude that Park Owner wishes to close the Park voluntarily and irrespective of its zoning status, in which case the revised RIR will be accepted as complete and set for Planning Commission hearing. Please understand that in this event, City staff's recommendation to the Planning Commission at hearing would include requiring Park Owner to pay residents the appraised "in-place market value" on their mobilehomes as required by AB 2782.

Sincerely,



McKina Alexander, Associate Planner

McKina Alexander

From: McKina Alexander <MAlexander@carsonca.gov>
Sent: Wednesday, January 27, 2021 12:53 PM
To: Close, Richard
Cc: Benjamin R. Jones
Subject: RE: Rancho Dominguez Mobile Estates

*** EXTERNAL SENDER ***

Hello Richard,

Thank you for the update. Ben Jones is copied to keep him informed of the project's status.

Kind Regards, M

McKina Alexander | Associate Planner
Pronoun: she/her
City of Carson | [Planning Division](#)
701 East Carson Street, Carson, CA 90745
Office: 310-952-1700 ext. 1326
[City of Carson Website](#)

Until further notice, the Planning Division will be managed via email, phone or Zoom. In person appointments will be considered on a case by case basis and scheduled as a matter of last resort. We appreciate your patience as we strive to ensure the safety and well-being of the public and city staff.

For the most up to date COVID-19 information, please visit ci.carson.ca.us.



From: Close, Richard [<mailto:Rclose@cozen.com>]
Sent: Wednesday, January 27, 2021 12:30 PM
To: McKina Alexander
Subject: Rancho Dominguez Mobile Estates

Ms. Alexander,

I am in receipt of your email pertaining to possible rezoning of the property. As soon as our client has determined action that they are interested in pursuing, I will respond to the suggestion of rezoning.

Richard



January 29, 2021

VIA EMAIL AND FEDERAL EXPRESS

Thomas W. Casparian, Esq.

Direct Phone 310-460-4471
Direct Fax 310-594-3082
tcasparian@cozen.com

McKina Alexander
Associate Planner
City of Carson – City Hall
701 E. Carson Street
P.O. Box 6234
Carson, CA 90749
E-Mail: malexand@carson.ca.us

**Re: Relocation Impact Report (RIR) No. 4-19
Closure Request for Rancho Dominguez Mobile Estates
425-435 East Gardena Boulevard**

Dear Ms. Alexander:

We received your letter to Richard H. Close, Esq. dated January 25, 2021 (your "Completeness Determination"), which deems complete RIR No. 4-19 (the "RIR"). We agree with your conclusion that the Application is now complete and request that a hearing before the Planning Commission be scheduled within the time period required by the City's municipal code.

As to the remainder of your letter, we disagree with both your factual contentions and legal conclusions. We have already addressed those contentions and conclusions in prior letters and need not repeat those points here.

Please inform us of the date of the Planning Commission hearing in sufficient time to give notice to the Park's residents.

Sincerely,

COZEN O'CONNOR

A handwritten signature in blue ink, appearing to read "Thomas W. Casparian", written over a light blue horizontal line.

Thomas W. Casparian, Esq.

cc: Richard H. Close, Esq.
Benjamin R. Jones, Esq., Ass't City Attorney

LEGAL\50741188\1



Appeal Application

City Clerk's Office
701 E. Carson St.
Carson, CA 90745
310-952-1720

RECEIVED
CITY CLERK

Clerk's Date & Time Stamp
2021 APR 29 PM 1:18
CITY OF CARSON

Appeals are time sensitive and must be received by the City Clerk in the specified time period pursuant to the Carson Municipal Code or applicable authority. It is advisable to consult with the Department managing the issue if there is question with regards to appealing an action. All fees associated with appeals can be located in the City's Master Fee Schedule and/or Carson Municipal Code. This is an appeal of the:

- ☐ Director decision to the Planning Commission – shall be filed in writing within 15 days of the date of the Director action.
☒ Planning Commission decision to the City Council – shall be filed in writing within 15 days of the date of the Commission action.
☐ Other - Specify decision-maker, appellate body, Municipal Code authority: _____

Appellant Information:

Name(s): JIM DEAR
Address: 21838 S. FIGUEROA ST.
City/State/Zip: CARSON CA 90745
Phone: 310 328-6212 Email: CAR5JDEAR@CARSONCA.GOV

Appealing Application Regarding:

**If appeal is made by any member of the City Council or the City Manager, the sections identified with an asterisk (*) are not required; the Statement of Grounds for Appeal need only provide, in substance and effect, a request that a specific decision, administrative case number, or resolution number, as the case may be, be reviewed by the Planning Commission or City Council, as the case may be. CMC §9173.4.*

SEE ATTACHED

SEE ATTACHED

Name of Applicant(s): _____ Date of Final Decision: _____

*Administrative File No. /Case No.: _____

*Street Address (otherwise, the legal description and location of the premises included in the action) _____

*Specific Matter Being Appealed: _____

Statement of the Grounds for Appeal (attach separate sheet if necessary): _____

SEE ATTACHED

Signature of Appellant: Jim Dear Date: April 28, 2021

FOR OFFICE USE ONLY:

Date Appeal received: April 29, 2021

Appeal Fee received: \$ N/A

Joy Simarago
Joy Simarago, Deputy City Clerk

cc: Department Director, File

Office of the Carson City Clerk
Carson City Hall
701 East Carson Street
Carson, CA 90745

April 28, 2021

Dear Staff,

I am officially appealing the decision of the City of Carson Planning Commission made at the meeting on Tuesday, April 27, 2021 when they considered Relocation Impact Report No. 04- 19 related to the Closure of Rancho Dominguez Mobile Estates Mobile Home Park. The subject MHP address is 425-435 East Gardena Blvd., Gardena, CA 90248 located in the city of Carson, California. This matter should be considered by the Carson City Council.

Please acknowledge receipt of this appeal. And please inform me if I am missing any required statutory or administrative elements or forms in order require this important community issue regarding said Planning Commission decision be added to the agenda of the City Council?

Sincerely,
s/ Jim Dear

Jim Dear
Carson Mayor Pro Tem / City Councilman



May 5, 2021

Mayor Pro Tem Jim Dear
21838 S. Figueroa St.
Carson, CA 90745

Delivered via Certified U.S Mail and Email at jdear@carsonca.gov

**Re: Appeal Application – Notice of Completeness
Relocation Impact Report (RIR) No. 04-19 – Rancho Dominguez Mobile Estates Mobile Home Park**

Dear ☒ Mr. ☐ Ms. Mayor Pro Tem Jim Dear :

The City of Carson City Clerk's Office (the "City") has received your Appeal Application signed April 28, 2021, requesting an appeal of a Planning Commission decision to the City Council.

Pursuant to Carson Municipal Code ("CMC") §9128.21(F), the Appeal Application must be filed in accordance with CMC §9173.4. Pursuant to CMC §9173.4(B)(1), "An appeal may be filed by any person, including any member of the City Council ... In the event of an appeal by any member of the City Council ... CMC 9173.9 shall not apply and there shall be no fee required from any member of the City Council ... to perfect an appeal." An appeal must be filed in writing with the City Clerk within 15 days of the Planning Commission action. CMC §9173.4(B)(2), (B)(4). Pursuant to CMC §9173.4(B)(3)(d), the form and content of an appeal shall include "a statement of the grounds for appeal or how there is error in the decision of the matter being appealed; provided, however, that in the event of an appeal by any member of the City Council ... subsections (a), (b), and (c) of this Section shall not apply and the statement of grounds need only provide, in substance and effect, a request that a specific decision, administrative case number, or resolution number, as the case may be, be reviewed by the ... City Council ... No other grounds for appeal need be stated to perfect such appeal and such statement need only be filed with the City Clerk."

The City provides this Notice of Completeness pursuant to CMC §9128.21(F) in response to your Appeal Application. The Appeal Application meets the applicable requirements referenced above. As such, please take notice that the Appeal Application is hereby accepted as complete, and the matter will be set for the appeal hearing before the City Council not later than 30 days after the date of this notice pursuant to CMC 9128.21(F).

If you have any questions or comments, please contact the City Clerk's Office.

Sincerely,

Joy Simarago
Deputy City Clerk



Neighborhood Legal Services
of Los Angeles County



RECEIVED
CITY CLERK

Glendale Office
Direct Dial (818) 291-1786

2021 MAY 12 PM 3:04

CITY OF CARSON

FAX TRANSMITTAL

Date: May 12, 2021

To: Joy Siramago, City Clerk

Fax Number: (310) 513-6243

From: Ana A. Zuniga

Subject: **Appeal of Resolution No. 21-2708, with amendments approved by the Planning Commission on April 27, 2021 re: Relocation Impact Report No. 04-19 related to the Closure of Rancho Dominguez Mobile Estates Mobile Home Park: 435 E. Gardena Blvd, Gardena, CA 90248**

Total Number of Pages Transmitted (including this cover): 14

IF YOU HAVE ANY PROBLEMS RECEIVING THIS TRANSMITTAL, PLEASE CALL ME AT (818) 492-5254

Dear Clerk,

Please see attached appeal letter. You will also receive a physical copy of our letter. If there are any questions or issues, please let me know.

Sincerely,

Ana A. Zuniga
anazuniga@nlsla.org
(818) 492-5254

RECEIVED
CITY CLERK

Appeal Application

City Clerk's Office
701 E. Carson St.
Carson, CA 90745
310-952-1720

2021 MAY 12 PM 3:04
CITY OF CARSON
Clerk's Date & Time Stamp

Appeals are time sensitive and must be received by the City Clerk in the specified time period pursuant to the Carson Municipal Code or applicable authority. It is advisable to consult with the Department managing the issue if there is question with regards to appealing an action. All fees associated with appeals can be located in the City's Master Fee Schedule and/or Carson Municipal Code. This is an appeal of the:

- ☐ Director decision to the Planning Commission – shall be filed in writing within 15 days of the date of the Director action.
- ☒ Planning Commission decision to the City Council – shall be filed in writing within 15 days of the date of the Commission action.
- ☐ Other - Specify decision-maker, appellate body, Municipal Code authority: _____

Appellant Information:

Name(s): Ana A. Zuniga for Leopoldo Guzman

Address: 1104 E. Chevy Chase Drive

City/State/Zip: Glendale, CA 91205

Phone: (818) 492-5254

Email: anazuniga@nlsia.org

Appealing Application Regarding:

**If appeal is made by any member of the City Council or the City Manager, the sections identified with an asterisk (*) are not required; the Statement of Grounds for Appeal need only provide, in substance and effect, a request that a specific decision, administrative case number, or resolution number, as the case may be, be reviewed by the Planning Commission or City Council, as the case may be. CMC §9173.4.*

Name of Applicant(s): Ana A. Zuniga Date of Final Decision: April 27, 2021

*Administrative File No. /Case No.: Relocation Impact Report No. 04-19

*Street Address (otherwise, the legal description and location of the premises included in the action) _____

435 E. Gardena Blvd, Gardena, CA 90248

*Specific Matter Being Appealed: Resolution No. 21-2708, with amendments

Statement of the Grounds for Appeal (attach separate sheet if necessary): See attached letter

Signature of Appellant: _____

Date: 05/11/2021

FOR OFFICE USE ONLY:

Date Appeal received: May 12, 2021

Appeal Fee received: \$ _____

Joy Simarago
Joy Simarago, Deputy City Clerk

cc: Department Director, File



Neighborhood Legal Services
of Los Angeles County

Ana A. Zuniga
Senior Staff Attorney

anazuniga@nlsla.org
(818) 492-5254

May 11, 2021

Joy Siramago
City Clerk
701 E. Carson Street
Carson, CA 90745
Fax: (310) 952-1720
Email: cityclerk@carsonca.gov

Re: Appeal of Resolution No. 21-2708, with amendments approved by the Planning Commission on April 27, 2021 re: Relocation Impact Report No. 04-19 related to the Closure of Rancho Dominguez Mobile Estates Mobile Home Park: 435 E. Gardena Blvd, Gardena, CA 90248

We are writing on behalf of our client Leopoldo Guzman, a mobile homeowner at Rancho Dominguez Mobile Estate Mobile Home Park. We are writing to appeal Resolution No. 21-2708, with any amendments, approved by the Planning Commission on April 27, 2021 regarding the Relocation Impact Report (RIR) No. 04-19 in relation to the closing of the Rancho Dominguez Mobile Estates Mobile Home Park. Our request for appeal is based on the following reasons: Resolution No. 21-02708 does not conform to state law, the improper assumptions and determination by Mr. Brabant's RIR and the lack of fair access to the Planning Commission's April 27, 2021 hearing.

I. Resolution No. 21-02708 does not conform to AB 2782

First, we are appealing on the basis that Resolution No. 21-02708 does not conform to state law AB 2782. As you may know, AB 2782 requires that a park owner mitigate the impact of a park conversion/closure by purchasing the resident's home through a fair market buyout when the resident cannot be relocated to another park. Hence, AB 2782 requires mobile home appraisals to be based on the current in-place location of the mobile home and shall assume the continuation of the mobile home park. The law is clear and unambiguous.

The Brabant appraisal report incorrectly values the mobile homes by assuming "there is no on-site highest and best use of the homes in the park" and that that park is an illegal use and cannot continue. The appraisal report concluded, contrary to state law, that because of the illegal use of the park the hypothetical condition of its continuation could not be used in the appraisal of each individual mobile home. The City should have directed its appraiser to comply with AB 2782 and submit a valuation that assumed the continuation of the park.

It is also important to note, that Brabant's presumption also contradicts the City's own position that it was possible for the park to continue and to conform into a legal use. The City informed the applicant that the "owner could work with the City toward effectuating land use or

2, Appeal of Resolution No. 21-12708

zoning changes that would **allow continuation** of the park moving forward if it wished to do so." See the Planning's Commission Staff Report Exhibit. 3B. The City also encouraged applicant to submit processing of a zone change application if it wished to continue operating the Park. See also Planning's Commission Staff Report Exhibit. 3G.

Importantly, Resolution No. 21-02708 does not adequately mitigate the impact upon the ability of the residents of the mobile home park to find adequate housing as required by AB 2782. The commission mistakes compliance with Gov Code 65863.7(a)(2) (payment of in-place market value of displaced resident's mobile home) for compliance with Gov Code 65863.7(a)(1) (adequate mitigation of the impact of park closure on resident's ability to find adequate housing in a mobile home park). Requiring payment of the in-place market value of the mobile home is intended as a mitigation measure that would allow purchase of another mobile home where relocation of an existing mobile home is not possible. Clearly this step taken alone would not adequately mitigate the impact of park closure on residents' ability to find adequate housing because it does not account for the increase in cost of space rent.

The average space rent at Rancho Dominguez is \$414.94 per month which is considerably lower than the average rent of \$1224 at mobile home parks within a 30-mile radius. Half of the residents of the park are extremely low or very low-income. Therefore, even if given in-place market value so as to be able to purchase a mobile home these residents would still not be able to afford space rent. Likewise, the one year's rental assistance and other mitigation measures adopted by the commission would only delay homelessness for these residents. Additionally, the RIR nor the Commission's measures account for the difficulty of very low and extremely low-income residents to pass credit checks and be approved to rent.

The Planning Commission Staff Report concluded that the closure of the park would result in the displacement of approximately 81 low-income families, with minimal affordable housing options. It further concluded that the RIR did not adequately mitigate the effect of the closure of the park on the displaced residents. And that the closure of the park, as proposed, will materially contribute to a shortage of housing opportunities and choices for low-and moderate-income households within the City.

The City of Carson is facing an affordable housing shortage. By approving the closure of this park, the City of Carson is removing some of the most affordable housing in Carson and in the County of Los Angeles. The City is reneging on its responsibilities to "conserve and improve the condition of the existing affordable housing stock, which may include addressing ways to mitigate the loss of dwelling units demolished by public or private action, in order to make adequate provision for the housing needs of all economic segments of the community." Government Code Section 65583(c)(4).

II. There are improper assumptions in the Brabant's RIR

There are also serious concerns whether James Brabant has the appropriate experience to appropriately appraise mobile homes. Mr. Brabant is a certified CA *real estate* appraiser and a licensed *real estate* broker. Mr. Brabant does not possess the occupational licenses issued by the California Department of Housing and Community Development (HCD) required to sell or to engage in any of the restricted activities involving mobile homes. It appears that Mr. Brabant lacks the experience in the pricing, sale or determining the value of individual mobile homes. Without personal experience in the sale of mobile homes, Mr. Brabant might not be qualified to appraise the market value of mobile homes. Thus, it is problematic that during the Planning

3, Appeal of Resolution No. 21-12708

Commission's April 27, 2021 hearing, there were no opportunities to ask Mr. Brabant about his professional background, experience, findings and methodology to confirm his expertise in this highly specialized field.

Additionally, there were improper assumptions in Mr. Brabant "Sales Comparison" approach. The appraisal was conducted using a "Sales Comparison Approach" that incorrectly concluded that sales from mobile home parks that are not conforming uses cannot be utilized. As explained above such a conclusion is incorrect and does not comply with AB 2782.

During the Planning Commission April 27, 2021 hearing there was credible and corroborating testimony from multiple park tenants that from 2013 to present tenants were prohibited by the park owner from selling their mobile homes to anyone other than the park owner. The testimony is supported by the fact that sales within the park since 2013 have only occurred between the mobile homeowners and park owner. Considering these mobile home sales, in Brabant's sales appraisal method is questionable at best and any conclusion based on such data is unreliable and improper.

An investigation into the owner's purchasing practices is warranted and/or Brabant should have expanded his geographical search to find other mobile homes/parks acceptable for comparison; to ensure that the mobile homeowners are given a fair and accurate appraisal as required by the City's ordinances and state law.

It is also general practice that an appraisal consists of both exterior and interior inspections. For example, an interior and exterior inspection was conducted for the appraisal done for Park Avalon's RIR and application for closure. While the RIR mentions COVID-19 as the reason interior inspections were not conducted it does not negate the fact that interior inspections are necessary for a fair and accurate appraisal.

III. Lack of Fair Access to All Interested Parties

Finally, the Planning Commission April 27, 2021 hearing did not represent a fair and full opportunity for park residents to be heard. In addition to technical issues there were more serious problems: the lack of agenda priority of the hearing and the limited language access.

The hearing was scheduled to start at 6:30 pm and many residents logged in and showed up on time. The Planning Commission started the hearing by going into closed session, making residents wait for over an hour for the hearing to actually start and be heard. Many of the residents that attended physically, despite COVID-19 safety concerns, the hearing lasted over five hours and finishing a little short of midnight. Such actions discourage participation in the hearing process. The Planning Commission should have prioritized this hearing. It should have started earlier to engage participants and give more time for comments and/or more thoughtful consideration.

The Planning Commission's Staff Report and Brabant's RIR were not provided in Spanish. Although, there is a substantial amount of monolingual Spanish speakers and mobile home owners in the park. At the April 27, 2021 hearing, Spanish translation was only provided to participants who attended in person and those connecting via Zoom. However, Zoom access was only available to participants who signed up earlier to make comments. For those viewing the hearing via cable or the online broadcast Spanish/English simultaneous translation was not available.

Due to all the reasons stated above, we respectfully submit this appeal to the Planning Commission's Resolution 21-02708. We ask that the City Council reverse Resolution 21-02708

4, Appeal of Resolution No. 21-12708

and refer the matter back to the Planning Commission to be re-considered in compliance with state law.

Sincerely,



Ana A. Zuniga
Senior Staff Attorney

Enclosures.



CITY OF CARSON

May 18, 2021

Ana A. Zuniga for Leopoldo Guzman
1104 E. Chevy Chase Drive
Glendale, CA 91205

Delivered via Certified U.S Mail and Email at anazuniga@nlsia.org

**Re: Appeal Application – Notice of Deficiency
Relocation Impact Report (RIR) No. 04-19 – Rancho Dominguez Mobile Estates Mobile Home
Park**

Dear ☐ Mr. ☒ Ms. Zuniga:

On May 12, 2021, the City of Carson City Clerk's Office (the "City") received your Appeal Application signed May 11, 2021, requesting an appeal of a Planning Commission decision to the City Council.


Pursuant to Carson Municipal Code ("CMC") §9173.4; Subsection B5, the City provides this Notice of Deficiency in response. The appeal application is deemed deficient as follows:

- ☒ **Appeal Fee.** The required appeal fee, in accordance with CMC §9173.9, was not received or is incorrect.
- ☐ **Timing.** The appeal was not received by the City Clerk in accordance with CMC §9173.4; Subsection B2 and/or B4.
- ☐ **The form and content of the appeal did not meet requirements as required by CMC §9173.4; Subsection B3.**
- ☐ **Other.**

Pursuant to CMC §9173.4(B)(5), you have seven (7) days after mailing of this notice to correct the deficiency in your appeal by filing a sufficient amendment with the City Clerk. However, please note that another appeal of the same Planning Commission decision, filed by the City's Mayor Pro Tem on April 28, 2021, has already been accepted as complete. Therefore, the Planning Commission decision will be considered by the City Council on appeal pursuant to CMC §9128.21(F). All contentions regarding the Planning Commission decision raised at the City Council hearing will be duly considered at said appeal hearing. Therefore, you will have an opportunity to have all your contentions considered by the City Council on appeal, even if you do not correct the deficiency in your appeal. The City Council appeal hearing has been noticed for June 1, 2021.

If you have any questions or comments, please contact the City Clerk's Office at 310-952-1720.

Sincerely,


Joy Simarago
Deputy City Clerk

ANDERSON & BRABANT, INC.

REAL ESTATE APPRAISERS AND CONSULTANTS

353 W. NINTH AVENUE

ESCONDIDO, CALIFORNIA 92025-5032

TELEPHONE (760) 741-4146

FAX (760) 741-1049

May 26, 2021

Sunny K. Soltani, Esq.
Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612

Re: My Appraisal of 57 Mobile/Manufactured Homes in Rancho Dominguez Mobile Estates

As you requested, I am responding to comments made about my appraisal in an appeal of Resolution No. 21-2708 by Ana A. Zuniga for Leopoldo Guzman. The appeal is dated May 11, 2021.

In the first section of the appeal the claim is made that my appraisal incorrectly values the mobile homes by assuming that there is no on-site highest and best use of the homes and that the park is an illegal use and cannot continue. This, they claim, is in violation of AB-2782 that “requires mobile home appraisals to be based on the current in-place location of the mobile home and **shall** assume the continuation of the mobile home park.” I would agree with this reasoning in most cases where a park owner is seeking to close a park to change the use of the property and the existing park is a conforming and legal use. However, in this case Rancho Dominguez was declared to be a non-conforming use as far back as 1977 when a 35-year amortization period was granted and the park became “legal nonconforming.” That status expired on November 2, 2012. This is an exceptional circumstance that is not specifically covered by the language in AB-2782. The assumption that the park will continue makes perfect sense for conforming parks that have a legal use. However, to assume for valuation purposes that Rancho Dominguez will continue would disregard what everyone, including the market for prospective purchasers, has known about the future of the park for the past 44 years. I do not believe that such an assumption is required by AB-2782. When the City’s amendment to the zoning ordinance rendered the park to be nonconforming in 1977, that gave the residents and the park owner 35 years of use to amortize their investments, plus they have received another 9 years of use since 2012 before the park owner has processed the park closure. Consequently, I do not believe that I have incorrectly valued the homes in the park.

Also in the first section of the Appeal it is claimed that my presumption of park closure contradicts the City’s own position that the park owner could work with the City toward land use or zoning changes that would allow continuation of the park. I am not aware of any such application for a change in zoning and the results of any such action, of course, would be speculative. My valuations are based on the existing status of the park, and it would not be appropriate to base them on such speculation.

In the second section the claim is made that I lack the experience in the pricing and value of mobile homes and it is also claimed that I lack the “occupational licenses” issued by HCD. First of all, Occupational Licensing regulations apply to “manufacturers, distributors, dealers, and salespersons who manufacture and sell or lease new or used MH-units or CMs within California.” They do not apply to appraisers who value mobile homes. AB-2782 states that “in-place market value shall be determined by a state-certified appraiser with experience establishing the value of mobilehomes.” As far as experience and credentials, I am State Certified by the State of California and I have an MAI designation from the Appraisal Institute. I have been appraising real estate for over 50 years, and mobile homes and mobile home parks for a majority of those years. It has been a specialty in my appraisal practice. I also attended a seminar titled Appraising Manufactured Housing in 2004 that was sponsored by the Appraisal Institute. I believe I am qualified to express opinions of the value of mobile homes.

The claim is made that I used improper assumptions in the Sales Comparison Approach. Following is a direct quote from the Appeal. “The appraisal was conducted using a ‘Sales Comparison Approach’ that incorrectly concluded that sales from mobile home parks that are not conforming uses cannot be utilized.” I believe the sentence was intended to say “from mobile home parks that are conforming uses.” I clearly stated that sales of homes from conforming parks that were not subject to closure were not used in my analyses.

The Appeal makes the claim that since 2013 residents were prohibited by the park owner from selling their mobile homes to anyone other than the park owner and that any conclusion based on such data is unreliable and improper. I have not heard of such a prohibition, but I did look back at the sales to both residents and the park owner. Between January 2009 and April 2020 there have been a total of 32 sales in the park. Eleven were purchased by residents and 21 by the park. Overall, there was a broad range in the 32 sales from \$1,500 to \$63,194. The one sale at \$63,194 in 2009 appears to be an outlier as the next highest sales were at \$30,000. The eleven resident sales ranged from \$1,500 to \$63,194 with an average of \$22,972. The twenty one park purchased ranged from \$5,500 to \$30,000 with an average of \$18,505. If you eliminate the “outlier” from the resident purchases the average of the other 10 sales is \$18,950 which is very close to the average of the park purchases. I believe it was appropriate for me to use both groups of home sales in my analyses.

The Appeal also states that I should have expanded my geographical search to find other mobile home parks that were acceptable for comparison. I did in fact do that, and discussed the experience of El Morro Village in Laguna Beach in the report. The experience in that park did in fact show the dramatic negative impact park closure can have on home values. However, because of its waterfront location it was not useful for direct comparison.

Respectfully submitted,



James Brabant, MAI
State Certification No. AG002100

McKina Alexander

From: Casparian, Thomas <tCasparian@cozen.com>
Sent: Wednesday, May 12, 2021 7:09 PM
To: Benjamin R. Jones; Forbath, Susy
Cc: Sunny Soltani
Subject: RE: RDME Resolution

*** EXTERNAL SENDER ***

Ben,

Thank you for checking that. In that case, the draft Reso is accurate in reflecting the action by the Planning Commission.

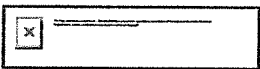
Since the approval is already on appeal to the City Council, if purchase price is to remain part of any relocation plan (which it shouldn't, since RDME residents bought their homes with full disclosure the park was required to close), I strongly suggest Staff recommend more reliable documentation. The requirements contained in the approval of the Imperial Avalon closure are probably a good start. I quote them below. However, those should be adjusted, because all but one of the categories of documents use self-reported purchase prices. At least one document from category (iii) should be required, in addition to a document from one of the other categories.

Sufficient Documented Proof of the purchase price that a resident claims to have paid for his or her mobile home is required in order for a Park resident to be entitled to payment of a purchase price in lieu of the relevant Supplemental Brabant Adjusted Value. Except as otherwise stated below, provision of at least one document from at least two of the four following categories of documents shall collectively constitute Sufficient Documented Proof of a claimed purchase price of his or her mobile home by the current resident(s), provided the documents are genuine ("Sufficient Documented Proof"):

- i) Certificate of Title with purchase price filled out for the current resident or household;
- ii) file-stamped copies, dated prior to July 7, 2020, of any of the following HCD forms, provided the purchase price information is filled out: 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);
- iii) either: (a) proof of payment of purchase price by means of a copy of a canceled check or wire transfer confirmation referencing the mobile home and its purchase by the current resident or household; or (b) an escrow closing statement showing the purchase price and referencing the mobile home and its purchase by the current resident or household;
- iv) a Registration Card, Registration Renewal, Purchase Contract, or copy of a mortgage statement referencing or evidencing the purchase price of the mobile home by the current resident or household (if this category and one other category is provided, Park Owner may require submission of a third category if it reasonably determines that the documents provided from the two categories do not collectively establish the claimed purchase price with reasonable certainty).

3. Park residents who wish to be eligible to receive a purchase price in lieu of a Supplemental Brabant Adjusted Value shall have 60 days (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 the 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) from the date of adoption of the Resolution to provide their proof of purchase price documentation to the Park Owner. A mobilehome owner may provide his or her proof of purchase price documentation (for the Sufficient Documented Proof determination) to the Park management office. At the time of submission, Park management shall provide the mobilehome owner 1) a copy of the submitted documentation, and (2) written receipt confirming the submission date and the documents received. If a resident fails to submit proof of purchase price documentation within this time frame, then the resident forfeits the right to receive purchase price value. The Park Owner shall have 10 days from the date of 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 a purchase price as mitigation. Park Owner shall provide written notice of its determination to the mobilehome owner 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.



Thomas W. Casparian
Member | Cozen O'Connor
401 Wilshire Boulevard, Suite 850 | Santa Monica, CA 90401
P: 310-460-4471 F: 310-594-3082
Email | Bio | Map | cozen.com

***PLEASE NOTE OUR NEW ADDRESS.**

From: Benjamin R. Jones <bjones@awattorneys.com>
Sent: Tuesday, May 11, 2021 4:47 PM
To: Casparian, Thomas <tCasparian@cozen.com>; Forbath, Susy <SForbath@cozen.com>
Cc: Sunny Soltani <ssoltani@awattorneys.com>
Subject: RE: RDME Resolution

****EXTERNAL SENDER****

I reviewed the meeting video and confirmed the Chair said "any proof of sale, based upon escrow or receipts" when originally stating the motion at about 4:42:58 into the video and again said "escrow or receipts" when re-stating the motion at about 5:04:50 into the video.

Benjamin R. Jones | Associate, Assistant City Attorney of Carson
Aleshire & Wynder, LLP | 18881 Von Karman Ave., Suite 1700, Irvine, CA 92612
Tel: (949) 223-1170 | Dir: (949) 250-5430 | Fax: (949) 223-1180 | bjones@awattorneys.com | awattorneys.com

This email and any files transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you may have received this communication in error, please advise the sender via email and delete the email you received.

From: Casparian, Thomas <tCasparian@cozen.com>
Sent: Tuesday, May 11, 2021 3:59 PM
To: Benjamin R. Jones <bjones@awattorneys.com>; Forbath, Susy <SForbath@cozen.com>
Cc: Sunny Soltani <ssoltani@awattorneys.com>
Subject: RE: RDME Resolution

**** EXTERNAL SENDER ****

Ben,

I do not believe the Motion used the term "receipts," nor other language that would support the Resolution stating "receipts" or another similar term for unofficial documentation. I understood the Chair's motion to include only official documentation, but I can't claim I heard that exact term. A review of the video might be warranted, but I thought you might share my memory or impression once pointed out.



Thomas W. Casparian
Member | Cozen O'Connor
401 Wilshire Boulevard, Suite 850 | Santa Monica, CA 90401
P: 310-460-4471 F: 310-594-3082
Email | Bio | Map | cozen.com

***PLEASE NOTE OUR NEW ADDRESS.**

From: Benjamin R. Jones <bjones@awattorneys.com>
Sent: Tuesday, May 11, 2021 3:35 PM
To: Casparian, Thomas <tcasparian@cozen.com>; Forbath, Susy <SForbath@cozen.com>
Cc: Sunny Soltani <ssoltani@awattorneys.com>
Subject: RE: RDME Resolution

****EXTERNAL SENDER****

Thanks Tom. To clarify, are you saying the motion used the term "official documentation" rather than "receipts," or are you saying that "official documentation" or some other term should be substituted for "receipts" in the resolution notwithstanding that the motion used the term "receipts"? If the latter, please explain the basis for your understanding. Thanks.

Benjamin R. Jones | Associate, Assistant City Attorney of Carson
Aleshire & Wynder, LLP | 18881 Von Karman Ave., Suite 1700, Irvine, CA 92612
Tel: (949) 223-1170 | Dir: (949) 250-5430 | Fax: (949) 223-1180 | bjones@awattorneys.com | awattorneys.com

This email and any files transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you may have received this communication in error, please advise the sender via email and delete the email you received.

From: Casparian, Thomas <tcasparian@cozen.com>
Sent: Monday, May 10, 2021 11:58 AM
To: Benjamin R. Jones <bjones@awattorneys.com>; Forbath, Susy <SForbath@cozen.com>
Cc: Sunny Soltani <ssoltani@awattorneys.com>
Subject: RE: RDME Resolution

**** EXTERNAL SENDER ****

Ben and Sunny,

Thank you for the courtesy and opportunity, we do appreciate it and are only looking to avoid issues down the road. Keeping your limitations in mind, we will limit our comments to the one drafting issue we feel is in error and will cause problems later. In the Conditions of Approval at No. 10(b)(i) (Option B, relocation payments), the new language orders payments in the amount of the homeowner's purchase price if higher

than the appraised amount, "upon submission of any proof of the relevant purchase of the mobilehome in the form of escrow documentation or receipts." We believe "receipts" is far too vague, receipts are too easily forged or falsified, and use of the term is not supported by the language of the motion passed by the Planning Commission. We understood the Commission to require "official documentation" of any higher purchase price, and believe the Commission's stated intent supports substituting that term or similar for "receipts."

Of course, we object to the entire concept where people bought homes with the full understanding that the park would be closed and they would have to move or abandon those homes at any time after 2012, but we understand this opportunity for comment is not the forum for that objection. Thanks again.



Thomas W. Casparian
Member | Cozen O'Connor
401 Wilshire Boulevard, Suite 850 | Santa Monica, CA 90401
P: 310-460-4471 F: 310-594-3082
Email | Bio | Map | cozen.com

***PLEASE NOTE OUR NEW ADDRESS.**

From: Benjamin R. Jones <bjones@awattorneys.com>
Sent: Thursday, May 6, 2021 11:01 AM
To: Forbath, Susy <SForbath@cozen.com>; Casparian, Thomas <tCasparian@cozen.com>
Cc: Sunny Soltani <ssoltani@awattorneys.com>
Subject: RE: RDME Resolution

****EXTERNAL SENDER****

Hi Susy & Tom,

Please see draft resolution with redline changes reflecting PC action attached. Please understand that Sunny and I are allowing you to review this as a professional courtesy despite the fact that we are not obligated to do so (nor are we obligated to incorporate any changes you may request). There will not be multiple rounds of back-and-forth; you will have this one opportunity to review, we will consider your input and make/accept changes as we see fit, and then the resolution will be presented to the Chair for signature. Please also understand that these changes are intended strictly to reflect the Commission's action per the motion made on 4/27, and are not intended to correct or improve any provisions that may be less than a perfect model of clarity, so your input should also be limited accordingly.

Any concerns regarding the conditions as approved by the Commission may be addressed during the City Council hearing, because as McKina has informed you, Mayor Pro Tem Dear filed an appeal of the PC decision to the Council on 4/28. The appeal has been deemed complete, and we anticipate the CC hearing will be set for 6/1. A 15-day notice of public hearing will need to be issued, and the signed PC resolution will need to be included as an exhibit to the City Council staff report. So if you could please provide us with any feedback you may have regarding the attached by Monday evening or early Tuesday morning, we would appreciate it.

Thanks.

Benjamin R. Jones | Associate, Assistant City Attorney of Carson
Aleshire & Wynder, LLP | 18881 Von Karman Ave., Suite 1700, Irvine, CA 92612
Tel: (949) 223-1170 | Dir: (949) 250-5430 | Fax: (949) 223-1180 | bjones@awattorneys.com | awattorneys.com

This email and any files transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you may have received this communication in error, please advise the sender via email and delete the email you received.

From: Benjamin R. Jones
Sent: Monday, May 3, 2021 4:20 PM
To: Forbath, Susy <SForbath@cozen.com>
Cc: Casparian, Thomas <tCasparian@cozen.com>
Subject: RE: RDME Resolution

Hi Susy – I need to touch base with Sunny, should have an update for you in the next day or two.

Benjamin R. Jones | Associate, Assistant City Attorney of Carson
Aleshire & Wynder, LLP | 18881 Von Karman Ave., Suite 1700, Irvine, CA 92612
Tel: (949) 223-1170 | Dir: (949) 250-5430 | Fax: (949) 223-1180 | bjones@awattorneys.com | awattorneys.com

This email and any files transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you may have received this communication in error, please advise the sender via email and delete the email you received.

From: Forbath, Susy <SForbath@cozen.com>
Sent: Monday, May 3, 2021 3:32 PM
To: Benjamin R. Jones <bjones@awattorneys.com>
Cc: Casparian, Thomas <tCasparian@cozen.com>
Subject: RE: RDME Resolution

**** EXTERNAL SENDER ****

Hi Ben –

Can we please get a draft of the Resolution? We'd really like to have a clear understanding of the conditions.

Thanks



Susy Forbath
Regulatory and Government Relations Professional | Cozen O'Connor
401 Wilshire Boulevard, Suite 850 | Santa Monica, CA 90401
P: 310-309-4500 F: 310-594-7308
Email | Bio | Map | cozen.com

From: Forbath, Susy
Sent: Wednesday, April 28, 2021 3:52 PM
To: 'Benjamin R. Jones' <bjones@awattorneys.com>
Cc: Casparian, Thomas <tCasparian@cozen.com>
Subject: RDME Resolution

Hi Ben –

When can we see a draft of the Resolution revised to reflect the Planning Commissions actions?

Thanks,
Susy

 Susy Forbath
Regulatory and Government Relations Professional | Cozen O'Connor
401 Wilshire Boulevard, Suite 850 | Santa Monica, CA 90401
P: 310-309-4500 F: 310-594-7308
Email | Bio | Map | cozen.com

Notice: This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.

Notice: This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.

Notice: This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.

Notice: This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.

McKina Alexander

From: Noelia Texta
Sent: Monday, March 15, 2021 4:44 PM
To: McKina Alexander
Subject: The impact closed the park

Categories: Rancho Dominguez

Sent from my iPhone

Begin forwarded message:

From: Samuel Figueroa
Date: March 15, 2021 at 3:46:06 PM PDT
To: Noelia Texta

The Impact That the Park Closure Will Have on My Family

My name is Nestor Figueroa living in Rancho Dominguez mobile home spc # 4 since 2009 I have lived here with my wife and 2 children, 12-year-old Samuel and 8-year-old Melanie. very happy here.

The closure of the park is something that has stolen our peace of mind, all this added to the bad economy in which this pandemic has left us.

All of us at home

we got sick from covid, my wife lost her job and so far she is still at home helping children with their classes by zoom.

The information that was sent to us by the owner Mr. Spencer is all in English.

Most of the people who live here speak Spanish and in my case I don't understand all of it. the information. I would like to receive the information in Spanish. My income after taxes are \$ 2,080 dollars a month and think about having to pay a rent of more than \$ 1,800 dollars is something you could not afford, mobile homes around the area are valued at \$ 100,000 to \$ 200,000 in addition to the rent of the apartment.

We are also concerned about

uncertain future of our children when it comes to their education, they are very good students and we believe that moving to another school can affect them emotionally.

The

Mr. Spencer has let us know that because the city has put many obstacles to extend the permission so you prefer to close.

We don't want to leave, could the city

Please extend your permission from Carson so that we can continue living here.

We need your help.

Also Mr. Spencer has like 20 houses that he has bought for some years, because he did not allow anyone to sell his house to someone else, there were neighbors who already

bought houses and were forced to sell them very cheaply.

He rents them from \$ 1,500 to \$ 1950.

Because of that we think that he wants to evict us and keep the properties to rent them and get more income since we pay very little rent for the apartment, in our case we paid approximately \$ 510 with everything and utilities.

We don't really want to leave here, but if we have no other option for Could you please help us so that you can extend us enough time to get out of the havoc that the pandemic has brought. since we consider unfair a closure in these circumstances.

Right now they offer me \$ 35,000 if we leave now or \$ 16,100 if we wait Until the end, I find it unfair when we pay more than \$ 63,000.

We evaluate the houses as they are in the area, that we are paid just enough for the houses. I have a lot of stress just thinking about where I am going to go with my family, I can't sleep. Do not

I speak or understand the English language a lot, so I ask you to please have a Spanish translator for the April 27 meeting, please consider that most of the people speak spanish.

Thanks a lot.

Madam: Mckina Alexander for reading my letter

Att

Nestor Figueroa

My name is Daniel Herrera,

Through this letter I wish to express our difficult housing situation in which we find ourselves. We ask for your help as an authority of the city of Carson. My family and I live in Rancho Dominguez Mobile Estates, located at 435 E Gardena Blvd Space # 5, the owner of the mobile home park has sent us a letter stating that he wants to vacate us from our mobile home, because his desire as owners is to make more money and since we own our mobile home he cannot make more money from us since we only pay rent for the space. They have only offered us \$10,000 dollars for our mobile home which is a big injustice, our mobile home is worth way more than that amount. Also, with that money it will not be enough to get a new place, we have researched and all prices for mobile homes are very high and out of our reach as a family. That is why we are reaching out to you as authority to please help us and we trust that you will not allow for this injustice to happen. Ever since they warned us that they want to remove us from our home, our family has been affected emotionally and mentally. My wife has really bad anxiety due to this situation since economically we are not well. I have hardly had a job since the covid 19 pandemic began. We wish as a family that you can do something about it to help us not become homeless. Thank you for all your hard work and help you provide to our community.

Sincerely,

Daniel Herrera & family

March 22, 2021 at 9:48 AM

To whom it may concern :

First of all we would like to thank you for your time to read this letter.

We come to you because we have full confidence in your good judgment that you exercise in your work and we are sure that you will help us to avoid doing an injustice to our situation.

We are facing something unfair, the closure of the Rancho Domínguez park and this would make us lose our home, which through years of effort and hard work we have managed to have, a decent place to live. And due to the situation that we are all living with this pandemic, economically we would not have the resources to be able to go to another place, practically with what they offer us to leave our house they are throwing us to live on the street, because the cost of housing is really high . At the moment we have not been able to have stable work, due to the pandemic.

Therefore, we do not agree that the park is closed, as this would affect not only us but also our family who live in the park and all our neighbors, including the elderly who would also be left on the street.

We ask you to review our case and consider the possibility of renewing the contract so that we can continue living here.

Thank you in advance for your good work for the Carson community.

Sincerely : Juan Herrera & Rubi Herrera

Spc 10

03-19-21

To Whom It May Concern:

As a long-term resident and mobile estate owner, I am not satisfied with the initial appraisal amount. Plainly, the current offer is well below the market cost and does not reflect the rental rates of the area. The entire mobile estate would need additional time, and especially more monetary support, to fully comply with the dissolution of the mobile estate closure.

I understand the park closure is inevitable, however, the current relocation benefit package and appraisal estimate do not take into account the extraordinary situation of the COVID-19 pandemic, which will make it extremely difficult to find suitable housing amongst the recent financial limitations. Many residents have seen a decline in job opportunities, and some have even lost their jobs, making this transition much more difficult. The relocation benefit package should reflect additional COVID-19 reparations to ensure that all the residents have suitable housing in nearby areas.

To summarize, I would like to request a new appraisal that accurately reflects the market cost and rental rates of the area and/or more time before the closure to consider all available options.

Thank you,
Space # 22 Resident

March 19, 2021

To Whom It may concern:

As a long-term resident and mobile Estate owner, I am not satisfied with the initial appraisal amount.

Plainly, the current offer is well below the market cost and does not reflect the rental rates of the area. The entire mobile Estate would need additional time, and especially more monetary support, to fully comply with the dissolution of the mobile estate closure.

I understand the park closure is inevitable, however the current relocation benefit package and appraisal estimate do not take into account the extraordinary situation of the covid-19 pandemic which will make it extremely difficult. to find suitable housing amongst the recent financial limitations. Many residents have seen a decline in job opportunities and some have even lost their jobs. making this transition much more difficult. The relocation benefit package should reflect additional COVID-19 reparation to ensure that all the residents have suitable housing in nearby areas.

To summarize. I would like to request a new appraisal that accurately reflects the market cost and rental rates. of the area and/or more time before the Closure to consider all available option.

Thank you.

Space # 23 Resident.

Resident Survey
Rancho Dominguez Estates
425 - 435 E. Gardena Blvd

Dear Alexander,

I am the owner of mobile home 30 and I do not approve of the selling of the land. During this time the closure of the park will make it difficult to move to somewhere we can afford to live comfortably as a family of four. In this pandemic work has been slower that moving would just add to the stressfulness of the past year/ current year. Currently the housing and renters' market has gone up and also makes it difficult to leave.

Thank you,

Jaybee Mujica

3-21-21

TO Whom It may Concern
I Am Atena At. at
Rancho Dominguez.

I have lived in my home
since 1996

I Love living here. it where I
I Planned to live out the
rest of my life.

We are close knit community
and we all think of each
other as more of a family
then. neighbors.

In a world where everything
is being turned up side down
this is my safe place and
many of the residents

I've spoken with feel the
same. I work close by. And
all my friends and family
are near by.

We do not know what were
are going to do or go if
you close this place down
our families and our lives
are going to be displaced.

Please Reconsider your
choice to close down this
Park along with the lives
of the people who live here

Sincerely Patty Torres
#Owner SP 35

To whomever this may concern,

My name is Leopoldo Guzman and my wife and I live in the mobile estates of Rancho Dominguez which we are now receiving notice that you plan to get rid of. We are two elder people who are close to retiring and with covid affecting us as well, this just puts more stress for us and I wish to still live here. We have been living here for the past 24 years and very much love my house, rent everywhere else is very expensive and can't find anything reasonable. Covid really affected my family and this just makes it a little harder for us during these troubled times. So we please ask you kindly that you think about not getting rid of the mobile estates where we currently live and wish to keep living in.

Sincerely,
Mr. & Mrs. Leopoldo Guzman

Sp. # 36

To whom it may concern,

My name is Rosalva Estrada Hernandez and I live in Rancho Dominguez Mobile Estates, mobile home #38 of which I own. I wish to express my feelings as a human being as how badly I have been affected by the news of the eviction of my property. I have been affected tremendously emotionally, mentally and psychologically, since I found out when this whole process began, I have had a lot of anxiety, depression and at night I cannot sleep. I do not know what it will be of me in the future as I am a 63-year-old woman who depends on herself with very low resources to cope with my needs. I beg you to please, please not agree with this injustice or crime, we cannot call it otherwise. People like me will have no shelter, we will have no choice but to live on the streets, I will become homeless as I cannot afford to pay rent higher than what I pay now. I put all my trust and hope in God and in you as an authority of our city since you are always advocating for the people of the city of Carson. Thank you for everything you do for all the residents of Carson.

Sincerely,

Rosalva Estrada Hernandez

3/19/21

To whom it may concern,

My name is Josepina Herrera and I live in Rancho Dominguez Mobile Estates space # 39, the place I thought would be my forever home. I want to express before you, my concerns about the closure of the mobile home park, I'm an elderly person of 67 years, I'm a widow and I suffer from many health issues. I lost my job because the Company I worked for 15 years went out of business on March of 2020 and due to my age it's not easy to find a new job.

My pension is not enough for me to pay rent at another place. I hope that as authorities of the city of Carson you are able to help me so that I don't lose my home.

The rent for this home is within my possibilities. I used all my savings to buy this mobile home and the owners of the mobile home park only want to pay me for my home \$10,000 with that small amount. I will not be able to purchase another home for me. I would only be able to pay rent for a few months and then I will have to live on the streets, I will become homeless.

Please I hope it is in your heart to help me, I'm recurring to you as authorities for the City of Carson.

Thank you for all the service you provide for our city.

Sincerely,
Josefina Herrera

To my Concern:

I Jose A. Padilla

I been living in Rancho Domingue
mobile home For 15 years and
I don't support the closure
of the park... Under the
circumstances the we are
right now is very difficult
for me and my Family to
move out... Please be consi-
dered and understanding.

Thank you

José A. Padilla

SPACE #42

City Of Carson

March 19, 2021

To Whom It May Concern:

As a long-Term resident and mobile estate owner, I am not satisfied with the initial appraisal amount plainly. The current offer is well below the market cost and does not reflect the rental rates of the area. The entire mobile estate would need additional time, and especially more monetary support, to fully comply with the dissolution of the mobile estate closure. I understand the park closure is inevitable, however, the current relocation benefit package and appraisal estimate do not take into account the extraordinary situation of the covid-19 pandemic, which will make it extremely difficult to find suitable housing among the recent financial limitations. Many residents have seen a deadline in job opportunities, and some have even lost their jobs, making this transition much more difficult. The relocation benefit package should reflect additional covid-19 reparations to ensure that all the residents have suitable housing in nearby areas. to summarize, i would like to request a new appraisal that accurately reflects the market costs and rental rates of the are and/or more time before the closure to consider all available options.

Thank You,
Space# 48 Resident

Address: 435 E. Gardena Blvd.
Gardena, CA 90248

McKina Alexander

From: Maria Gonzalez
Sent: Monday, March 22, 2021 8:23 AM
To: McKina Alexander
Subject: RE: La manera en que me afectaría el cierre del parque Rancho Domínguez...

Categories: Rancho Dominguez

The way that the closure of the Rancho Dominguez Mobile Estates Park will affect me.

My name is Ana Rojas and I live in space #52, my financial situation has been affected by the pandemic, my work has been affected by a fracture in my right hand and shoulder. I do not receive any income from Social Security, I'm 64 years old and I suffer from high blood pressure and depression and to think that the park will be closing has robbed my peace and has affected my sleep. I currently pay approximately \$490 with everything including utilities, in my situation I would not be able to pay a high rent such as the ones in this area.

Due to my financial situation I would not like to see the park closed, but if we are forced to leave, please have the City of Carson help us by giving us a good amount of time to continue living here. Also that we are paid what's fair for our houses, because buying a house like this one are very expensive especially in parks where space is cheap.

One favor. I would like there to be a translator for the April meeting.

Thanks for your attention
Ms. McKina Alexander

Sincerely,
Ana Rojas

-----Original Message-----

From: McKina Alexander
Sent: Monday, March 22, 2021 7:41 AM
To: Maria Gonzalez
Subject: FW: La manera en que me afectaría el cierre del parque Rancho Domínguez...

Hi Maria, Please translate.

Thanks,
McKina

-----Original Message-----

From: Ana Rojas
Sent: Friday, March 19, 2021 2:33 PM
To: McKina Alexander
Subject: La manera en que me afectaría el cierre del parque Rancho Domínguez...

La manera en que me afectaría el cierre del parque Rancho Domínguez Mobile Estates.

Mi nombre es Ana Rojas vivo en el espacio #52 ,mi situación económica se ha visto afectada por la pandemia,me he visto afectada para trabajar debido a una fractura en mi mano derecha y en mi hombro.

No recibo ninguna ayuda del Seguro,tengo 64 años y padezco de alta presión y depresión y el pensar en un posible cierre del parque me ha robado la calma y me ha afectado mi sueño.

Actualmente pagó aproximadamente 490 dólares con todo y utilidades, en mi situación no podría pagar una renta tan cara como las que hay en el área.

Debido a mi situación económica no me gustaría que cerraran el parque, pero si nos viéramos obligados a salirnos, por favor que la Ciudad de Carson nos ayude a que nos den un buen tiempo para continuar aquí.

También que se nos pague lo justo por nuestras casas, porque la compra de una casa como estas, están muy caras especialmente en los parques donde el espacio es barato.

Un favor me gustaría que hubiera un traductor para la reunión de abril.

Gracias por su atención.

Señora McKina Alexander.

Atentamente: Ana Rojas.

Enviado desde mi iPad

McKina Alexander

From: Debora Fore
Sent: Tuesday, March 2, 2021 6:26 PM
To: McKina Alexander
Subject: Error in Mobile Home Appraisal

Categories: Rancho Dominguez

Debora Fore
435 East Gardena Boulevard, Space 55
Gardena, California 90248

I received my packet from the City of Carson. I noticed some errors in my home description.

The manufacturer of my home is Cameron, not Skyline. I own a double wide, not a single wide. My home is a three bedroom. The third bedroom is addition, eight feet by twenty. So that would make the home 20' x 40' +8' x 20'. That will change the value of my home.

If you any additional information please contact me at _____
at _____

If you cannot reach me at home please call my cell

Debora N. Fore
Owner

Sent with care from Debora Fore's iPhone

City Of Carson

March 19,2021

To Whom It May Concern:

As a long-Term resident and mobile estate owner, I am not satisfied with the initial appraisal amount plainly. The current offer is well below the market cost and does not reflect the rental rates of the area. The entire mobile estate would need additional time, and especially more monetary support, to fully comply with the dissolution of the mobile estate closure. I understand the park closure is inevitable, however, the current relocation benefit package and appraisal estimate do not take into account the extraordinary situation of the covid-19 pandemic, which will make it extremely difficult to find suitable housing among the recent financial limitations. Many residents have seen a deadline in job opportunities, and some have even lost their jobs, making this transition much more difficult. The relocation benefit package should reflect additional covid-19 reparations to ensure that all the residents have suitable housing in nearby areas. to summarize, i would like to request a new appraisal that accurately reflects the market costs and rental rates of the are and/or more time before the closure to consider all available options.

Thank You,
Space# 56 Resident

Address: 435 E. Gardena Blvd.
Gardena,CA 90248

March 14, 2021

To Whom It May Concern:

As a long-term resident and mobile estate owner, I am not satisfied with the initial appraisal amount. Plainly, the current offer is well below the market cost and does not reflect the rental rates of the area. The entire mobile estate would need additional time, and especially more monetary support, to fully comply with the dissolution of the mobile estate closure.

I understand the park closure is inevitable, however, the current relocation benefit package and appraisal estimate do not take into account the extraordinary situation of the COVID-19 pandemic, which will make it extremely difficult to find suitable housing amongst the recent financial limitations. Many residents have seen a decline in job opportunities, and some have even lost their jobs, making this transition much more difficult. The relocation benefit package should reflect additional COVID-19 reparations to ensure that all the residents have suitable housing in nearby areas.

To summarize, I would like to request a new appraisal that accurately reflects the market cost and rental rates of the area and/or more time before the closure to consider all available options.

Thank you,

Space #63 Resident

March 20, 2021

To Whom It May Concern:

I am writing to communicate that as a long-term resident and mobile estate owner, I am not satisfied with the initial appraisal amount or timeline. The current offer is well below the market value and does not reflect the rental rates in the area. The monetary support or the time provided is not sufficient to address what it is required to uproot and rehouse entire families in order to comply with the dissolution of the mobile estate closure.

The current relocation benefit package and appraisal estimate do not take into account the extraordinary circumstances faced by families during the current COVID-19 pandemic. At this time, and within the timeline provided, it is extremely difficult to find suitable housing options and this burden is compounded by the impact on families' financial limitations given the pandemic. Many residents are experiencing financial hardships due to decline in job opportunities, unemployment, health issues and death of loved ones, thus making any major housing transition extraordinarily burdensome at this time.

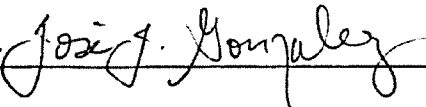
Additionally, our family includes two children, who are currently attending performing schools in the area, and removing them from this community will greatly affect their academic potential and further exacerbate the trauma experienced during this pandemic. My children have already been affected by the shelter in place conditions and another transition at this time will further disrupt their learning and negatively impact their social and emotional wellbeing. Furthermore, our family includes two elderly members who are currently facing major medical issues and are being treated and cared for by a local program at AltaMedPace. Removing them from their support system and local practitioners, is certain to disturb their health conditions.

Lastly, the session on April 27th, excludes the majority of the property owners, for they do not have access to computers nor speak English rendering these methods of communication inequitable. The relocation benefit package should reflect additional COVID-19 reparations to ensure that all the residents have suitable housing accommodations in nearby areas and have adequate time to navigate such a traumatic displacement.

To summarize, I am requesting a new appraisal that accurately reflects the market value and rental rates and additional time to consider all options and decrease the burden posed to my family.

Sincerely,

Jose Juan Gonzalez

Signature: 

Spce 64 Resident

March 18, 2021

Miguel A. Delgado
Space#72

I am writing this letter to let you know my disagreement in the closure of the Rancho Dominguez. I have been living here for a long time and to move would be very difficult for me because the rents are very high/expensive and at this time I cannot buy because I don't have credit. I have 3 kids in school and it's close by and to move to another place would be difficult right now.

I know that the closure is inevitable but give us what's fair for our trailers/coach and give us more time to look for a more accessible place according to our financial situation. I hope you consider seeing the situation of the Covid 19 pandemic and give us more time.

Thank you very much.

City Of Carson

March 19, 2021

To Whom It May Concern:

As a long-Term resident and mobile estate owner, I am not satisfied with the initial appraisal amount plainly. The current offer is well below the market cost and does not reflect the rental rates of the area. The entire mobile estate would need additional time, and especially more monetary support, to fully comply with the dissolution of the mobile estate closure. I understand the park closure is inevitable, however, the current relocation benefit package and appraisal estimate do not take into account the extraordinary situation of the covid-19 pandemic, which will make it extremely difficult to find suitable housing among the recent financial limitations. Many residents have seen a deadline in job opportunities, and some have even lost their jobs, making this transition much more difficult. The relocation benefit package should reflect additional covid-19 reparations to ensure that all the residents have suitable housing in nearby areas. to summarize, i would like to request a new appraisal that accurately reflects the market costs and rental rates of the are and/or more time before the closure to consider all available options.

Thank You,
Space# 74 Resident

Address: 435 E. Gardena Blvd.
Gardena, CA 90248

Marzo 22-2021

Mi nombre es: Maria Orozco

A quien corresponda: Por medio de la presente les informo que ni mi familia ni yo estamos de acuerdo que quieran cerrar el parque Rancho Dominguez nosotros hemos vivido muy agusto y estamos acostumbrados a vivir aqui la escuela de mi niña Ariana esta cercas el trabajo de mi esposo Andres el no maneja yo estoy enferma muy enferma y tengo muchas citas en diferentes clinicas todas estan cercas de esta direccion y me van a operar de un tumor en la garganta estoy muy preocupada y extresada.

Yo no estoy de acuerdo con la valuación que hicieron de mi casa mobile yo no mande el papel primero porque se me perdio y no la valoraron bien la casa tiene 2 baños y le pusieron hadamás 1 tiene shawer nuevo le cambie las tazas de baño le puse laminado de madera en la sala y cuartos le agregue un cuarto más los 2 closets les cambie as puertas de espejo hasta arriba y le puse 8 ventanas dobles nuevas.

Maria Orozco.

City Of Carson

March 19, 2021

To Whom It May Concern:

As a long-Term resident and mobile estate owner, I am not satisfied with the initial appraisal amount plainly. The current offer is well below the market cost and does not reflect the rental rates of the area. The entire mobile estate would need additional time, and especially more monetary support, to fully comply with the dissolution of the mobile estate closure. I understand the park closure is inevitable, however, the current relocation benefit package and appraisal estimate do not take into account the extraordinary situation of the covid-19 pandemic, which will make it extremely difficult to find suitable housing among the recent financial limitations. Many residents have seen a deadline in job opportunities, and some have even lost their jobs, making this transition much more difficult. The relocation benefit package should reflect additional covid-19 reparations to ensure that all the residents have suitable housing in nearby areas. to summarize, i would like to request a new appraisal that accurately reflects the market costs and rental rates of the are and/or more time before the closure to consider all available options.

Thank You,
Space# 78 Resident
CARLOS H. RAMIREZ.
JESSIE RAMIREZ.

Address: 435 E. Gardena Blvd.
Gardena, CA 90248

Eduardo Almeida
435 E Gardena Blvd #79
Gardena, California 90248

18, March 2021

To Whom It May Concern:

I am writing you concerning our property here at Rancho Dominguez Mobile Estates; we have been made aware this year that we are being asked to vacate and move from the property. I have been offered a sum of money to do so but unfortunately I find that sum is not an appropriate amount for our family to uproot and leave. We have been residents here at the estates since 2005 this is our community and we are established. Also our home is almost done being paid off in full. We would like to continue being here seeing as we are rooted here.

I am the care taker for my mother here Maria Olga Almeida she is elderly and her health, safety and well being is of the utmost importance and priority to me. Moving my mother and forcing her to leave her home and care would be detrimental to her health. All of my mother's doctor, physicians and care are based close to our home it is of great importance that she is able to maintain that care and moving would affect that greatly.

If there are any questions you may have and would like to speak please contact me as soon as possible. Thank you for your time it is greatly appreciated.

-Kindly

Eduardo Almeida

March 19, 2021

To Whom It May Concern:

As a long-term resident and a mobile estate owner, am not satisfied with the initial appraisal amount. Plainly the current offer is well below the market cost and does not reflect the rental rate in the area. The entire mobile estate would need additional time especially more monetary support to fully comply with the dissolution of the mobile estate closure.

I understand the park closure is inevitable however the current relocation benefit package and the appraisal estimate does not take in account the current COVID-19 pandemic. Which would make it extremely difficult to find suitable homes. Amongst the recent financial limitations many residents have seen a decline in job opportunities, and some have even lost their jobs making this transition much more difficult. The relocation benefit package should reflect addition COVID-19 reparations to ensure that all the residents have suitable housing in nearby areas.

For those of us that are retired or on a limited income it would be impossible to afford relocation, landlords would require three times the rent amount as qualifying income. For us that would leave us disqualified. To obtain a mortgage lender would be hesitant to approve of because of our age let alone the income.

To summarize< I would like to request a new appraisal that accurately reflects the market cost and rental rates of the area and more time before the closure to consider all available options.

Thank you, *Benjamin Mendoza Maria Mendoza*

Space 80 Owners

03/18/2021

Attention: McKina

Rancho Dominguez Mobile Estates

Space#81

Raul & Gabriela Guerrero

In 2006 we bought the house for \$65,000 with Century 21 for 15 years. This December 2021 we were going to finish paying and they are only offering \$26,000 and this is very little. When we made our contract in 2006, they provided the park's contract and it said it will expire in 2012. Mrs. Dona Spencer said that there was no problem that the contract would be renewed with the city. Something that did not happen. We spent money renovating and improving the house as it would be our home forever and now without money, without a house and 15 years later. We will be a family living on the street.

In advance, thank you very much for reading our feelings.

In time of Covid-19 and without a home, in addition elderly and retired. What will become of us.

Survey – Question 1 (Spanish response)- The price they pay for the house is very low, where would we go without money.

ATTN: McKina

03-18-202

Rancho Dominguez Mobile Estates

space # 21

Raul y Gabriela Cuervo

En 2006 compramos la casa en \$65,000.00
con Century 21 a 15 años.

Este Diciembre del 2021 terminamos de
pagar.

y solo nos ofrecen \$26,000.00 lo cual
es demasiado poco.

Cuando hicimos contrato en el 2006 nos dieron
el contrato del parque y decia que vencia 2012
la Sra. Dona Spencer dijo que no habia
problema ya que el contrato lo renovarían
con la Ciudad. Cosa que no paso.
Gastamos dinero en renovar y mejorar la casa
ya que seria nuestro hogar por siempre.
y ahora sin dinero sin casa y 15 años,
después.

Seremos una familia mas viviendo en la calle

De antemano muchas gracias por leer
nuestro sentir.

En tiempo de covid-19 y sin casa ademas
las personas ancianas y retiradas. Que sera de
nosotros.

McKina Alexander

From: Joshio Jauregui <joshiojauregui@gmail.com>
Sent: Monday, April 26, 2021 9:11 PM
To: McKina Alexander
Subject: COMMENT REGARDING RANCHO DOMINGUEZ CLOSURE

Due to the COVID-19 pandemic as well as being a low income household my family currently cannot relocate if Rancho Dominguez Mobile Home Park is to close. We do not support the closure.

McKina Alexander

From: Carlos Franco <49ers.cf@gmail.com>
Sent: Tuesday, April 27, 2021 3:42 PM
To: McKina Alexander
Subject: Re: RDME RE: Survey

How come the city of Carson is allowing our mobile home park to close and the owners to just throw us out like last weeks trash during these hard times with covid 19 on our heels, why isn't the city of Carson doing more to help it's citizens or to get a fair buy out from the owners,we are not being offered anywhere near what other mobile homes go for around Carson, there are a lot of us that are out of work because of covid or had our hours cut at work because of covid, if the city of Carson can't help it's resident then who can, when will the city of Carson defend its residents from money hungry corporations.

Sent from my iPhone

> On Apr 22, 2021, at 7:30 AM, McKina Alexander <malexander@carsonca.gov> wrote:

>

> Hello Carlos,

>

> Received your survey.

>

> Thank you, M

>

> McKina Alexander | Associate Planner

> she|her

> City of Carson | Planning Division

> 701 East Carson Street, Carson, CA 90745

> Office: 310-952-1700 ext. 1326

> City of Carson Website

>

> Due to COVID-19 restrictions, City Hall is only open to the public on Mondays and Thursdays by appointment only. Staff is available by email and phone Monday-Thursday during normal business hours (7:00 am - 6:00 pm).

>

>

>

> -----Original Message-----

> From: Carlos Franco [<mailto:49ers.cf@gmail.com>]

> Sent: Wednesday, April 21, 2021 7:04 PM

> To: McKina Alexander

> Subject: Survey

>

>

>



April 27, 2021

VIA E-MAIL (MALEXANDER@CARSONCA.GOV)

Thomas W. Casparian, Esq.

Direct Phone 310-460-4471
tcasparian@cozen.com

McKina Alexander
Associate Planner
City of Carson
701 E. Carson St.
Carson, CA 90749

Re: Rancho Dominguez Mobile Estates: RIR No. 04-19

Dear McKina:

Please provide the following documents, attached herewith, to members of the Planning Commission for consideration at the April 27, 2021 hearing of Relocation Impact Report No. 04-19:

1. Notice of Legal Non-Conforming Use, recorded April 10, 1981 (Exh. 1);
2. Letter from City to Park Owner, dated April 27, 1988 (Exh. 2);
3. Letter from City to Park Owner, dated April 20, 2000 (Exh. 3);
4. Letter from City to Park Owner, dated March 17, 2009 (Exh. 4);
5. Letter to William W. Wynder, dated July 10, 2012 (Exh. 5);
6. Letter to William W. Wynder, dated November 15, 2012 (Exh. 6);
7. Letter to William W. Wynder, dated March 7, 2013 (Exh. 7);
8. Letter to Sheri Repp-Loadsman, dated June 27, 2013 (Exh. 8);
9. Letter from City to residents, dated January 11, 2016 (Exh. 9);
10. Letter to City with Application for closure, dated February 22, 2019 (Exh. 10);
11. Letter to McKina Alexander, dated April 5, 2019 (Exh. 11);
12. Letter from City, dated April 30, 2019 (Exh. 12);
13. Letter to Benjamin R. Jones, dated June 3, 2019 (Exh. 13);
14. Letter to McKina Alexander, dated December 30, 2020 (Exh. 14).

LEGAL\52021659\1

Sincerely,

COZEN O'CONNOR

A handwritten signature in blue ink, appearing to read "Thomas W. Casparian".

By: Thomas W. Casparian, Esq.

Attachments

cc: Benjamin R. Jones, Esq. (*via email*)
bjones@awattorneys.com

RECORDED RETURN TO: CITY OF CARSON 701 E. CARSON ST CARSON, CA 90745	81- 365428 <div style="border: 1px solid black; padding: 5px;"> RECORDED IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, CA 31 APR 10 1981 Recorder's Office </div> <div style="border: 1px solid black; padding: 2px; width: 40px; float: right;"> FEE \$5 2C </div>
---	---

For Recorder's Use Only

NOTICE OF LEGAL NON-CONFORMING USE

Property Owner: Carter Spencer Enterprises
425 E. Gardena Blvd.
Gardena, CA. 90247

Address of Property: Rancho Dominguez Mobile Estates
435 E. Gardena Blvd.
Carson, CA.

Legal Description: See attached.

Non-conforming Use: Mobilehome park in the ML (Manufacturing, Light) zone district, under a use variance (No. 5779). Use variances became legal, nonconforming under City Ordinance No. 77-143, on November 2, 1977. There is a 35-year amortization period for mobile-home parks.

Termination Date: November 2, 2012

COMMUNITY DEVELOPMENT
CITY OF CARSON
Signed *Daniel Cartagena*
Daniel Cartagena
Title Community Development Manager
Date Nov 8, 81

2
LEGAL DESCRIPTION

That portion of Lot 14 of the Bassett Tract, as shown on map recorded in Book 2, pages 44 of Maps in the Office of the Recorder of the County of Los Angeles, described as follows:

Beginning at the southeast corner of said lot; thence northwesterly along the east line 369.80 feet to the north line; thence westerly along the north line 330.71 feet to a point; thence southeasterly 367.17 feet, more or less, to a point in the south line of lot, distant westerly 331.10 feet, from the southeast corner; thence easterly along the south line 331.10 feet to the point of beginning. EXCEPTING THEREFROM the north 233.05 feet of said portion.

PARCEL II: The easterly 5 acres of Lot 15 (acorage estimated to the center of Palm Avenue, now 165th Street, and the westerly line of said 5 acres being parallel with the easterly line of said lot) of the Bassett Tract, as shown on map recorded in Book 2, page 44 of Maps, in the office of said Recorder.

81- 365428



CITY OF CARSON

April 27, 1980

Mr. John Spencer
Carter-Spencer Enterprises
425 E. Gardena Boulevard
Gardena, California 90247

Subject: Legal, Nonconforming Status of Rancho Dominguez
Mobilehome Estates-Park Termination Date.

Dear Mr. Spencer:

It has been brought to my attention that on March 2, 1981, a letter was sent to you which discussed the Legal, Nonconforming Status of Rancho Dominguez Mobilehome Estates.

The Park became Legal, Nonconforming under the City's Zoning Ordinance on November 2, 1977. On this date, a 35 year termination period was granted which resulted in a revised expiration date of November 2, 2012.

The letter of March 2, 1981 erroneously stated that the Park is to be terminated by November 2, 1997.

The correct termination date for Rancho Dominguez Mobilehome Estates is November 2, 2012.

Should you have any questions about this matter, please contact me at 830-7600, extension 314.

Sincerely,

Stephen Mandoki

Stephen Mandoki
Administrative Program Specialist

SM/ls

NOTE: On March 2, 1981 Rancho Dominguez Mobile Estates received a letter from the City of Carson stating, "The Community Development has received additional information regarding the legal, nonconforming status of your mobilehome park...Legal, nonconforming under the City's Zoning Ordinance on November 2, 1977. Adding a 35- year termination period for mobilehome parks results in a revised expiration date of November 2, 2012. The City Attorney has further advised that no extension of time can be granted for a use variance. Therefore, the nonconforming mobilehome park must terminate by November 2, 1997...."



CITY OF CARSON

C.E.D.

April 20, 2000

Robert M. and Alice R. Carter, Trustees
Carter Trust
425 E. Gardena Boulevard
Gardena, California 90248

Dear Mr. and Mrs. Carter:

**Subject: Expiration of Non-conforming Use Privilege for Rancho Dominguez
Mobilehome Park**

This is to inform you that, according to our records, the non-conforming use privilege for the Rancho Dominguez Mobilehome Park is due to expire on November 2, 2012. The use was established in 1962, before the incorporation of the City of Carson, and prior to adoption of the Carson Zoning Ordinance in 1977. When established in 1962 the use was permitted in the zone, and thus, is legal. Subsequently, with the adoption of the Carson Zoning Ordinance on October 3, 1977 (Ordinance # 77-413) mobilehome parks were no longer permitted in manufacturing-zoned districts. The use thus became "legal nonconforming." Section 9182.22 of the Carson Municipal Code grants a period of 35 years for amortization of the use from the time the use became legal nonconforming in 1977 (enclosures).

To facilitate the closure of the park in the future it is extremely important that all tenants (resident and non-resident owners) be given notice of the termination date for the use, and are led to understand that unless a time extension is requested by the park owners(s) and granted by the City, the park must cease existence by November, 2012. All leasing agreements for prospective tenants should state this fact so that no one moves into the park without prior notification regarding the pending park closure. It is also extremely important, based upon our recent experiences in processing the Mack's Trailer Lodge mobilehome park closure, to retain copies for your files of all such notices, as these will become a crucial part of the documentation to be provided in the application to close the park.

Questions and concerns regarding this matter may be directed to Carson Anderson, Associate Planner at (310) 952-1761.

We thank you in advance for your cooperation.

Sincerely,


Carson Anderson
Associate Planner, Planning Division

CA/ca

cc: Sheri Repp, Planning Manager



CITY OF CARSON

March 17, 2009

Rancho Dominguez Mobile Estates
Attn: Donna Spencer
435 East Gardena Boulevard
Gardena, CA 90248

SUBJECT: NOTICE OF RANCHO DOMINGUEZ MOBILE ESTATES CLOSURE

Dear Ms. Spencer:

Thank you for forwarding me the notice that was sent to the homeowners at Rancho Dominguez Mobile Estates dated March 6, 2009. The City is pleased that you are taking proactive steps to inform residents of the imminent park closure. Staff has received a few phone calls from residents inquiring about the closure which shows that your notice has been effective in reaching residents. Although the relocation of residents from their homes is a sensitive and difficult issue, the notices remind residents that the park has a limited time to operate and that they should prepare early.

Staff will be sending a separate notice similar to the notice dated April 20, 2000 that you have in your file. Please review the attached notice and forward any comments back to staff. The notice will be mailed to residents in April 2009.

As a reminder, to facilitate the closure of the park, please continue to remind existing and new tenants and owners of the closure. All leasing agreements for prospective tenants should state this fact so that no one moves into the park without prior notification regarding the pending park closure. It is also extremely important, based upon our recent experiences in processing the Mack's Trailer Lodge and Bel Abbey mobilehome park closures, to retain copies for your files of all such notices, as these will become a crucial part of the documentation to be provided in the application to close the park.

If you have any questions or concerns, please contact me at (310) 952-1700, ext. 1327, or email jsgno@carson.ca.us.

We thank you in advance for your cooperation.

Sincerely,

John F. Signo, AICP
Senior Planner

Attachment: Proposed Notice to Residents and Owners of Rancho Dominguez Mobile Estates

[Date]

[Tenant/Owner]

[Address]

Gardena, CA 90248

SUBJECT: NOTICE OF RANCHO DOMINGUEZ MOBILEHOME PARK CLOSURE

Dear Sir or Madam:

This is to inform you that, according to our records, the non-conforming use privilege for the Rancho Dominguez Mobilehome Park is due to expire on **November 2, 2012**. The use was established in 1962, before the incorporation of the City of Carson, and prior to adoption of the Carson Zoning Ordinance in 1977. When established in 1962, the use was permitted in the zone, and thus, is legal. Subsequently, with the adoption of the Carson Zoning Ordinance on October 3, 1977 (Ordinance No. 77-413), mobilehome parks were no longer permitted in manufacturing-zoned districts. The use thus became "legal nonconforming." Section 9182.22 of the Carson Municipal Code grants a period of 35 years for amortization of the use from the time the use became legal nonconforming in 1977 (see attachment).

To facilitate the closure of the park, it is extremely important that all tenants (resident and non-resident owners) work with the park manager and land owner during any property sales or leases so that full disclosure is provided. All leasing agreements for prospective tenants should state this fact so that no one moves into the park without prior notification regarding the pending park closure.

Prior to closure, the land owner must submit a relocation impact report (RIR) to the City to help tenants with relocation costs. The RIR must be reviewed and approved by the Planning Commission at a public hearing at which time all tenants will be notified. Unless an extension of the termination date is approved by the Planning Commission, all tenants must relocate within six months of approval of the RIR.

If there are any questions or concerns regarding this matter, please contact me at (310) 952-1700, ext. 1327, or email jsigno@carson.ca.us. We thank you in advance for your cooperation.

Sincerely,

John Signo, AICP
Senior Planner

Attachment: Section 9182.22 of CMC

cc: Sheri Repp-Loadman, Planning Manager

LAW OFFICES
GILCHRIST & RUTTER
PROFESSIONAL CORPORATION

WILSHIRE PALISADES BUILDING
1299 OCEAN AVENUE, SUITE 900
SANTA MONICA, CALIFORNIA 90401-1000

TELEPHONE (310) 393-4000
FACSIMILE (310) 394-4700
E-MAIL: rolose@gilchristutter.com

July 10, 2012

William W. Wynder
Aleshire & Wynder, LLP
18881 Von Karman Avenue
Suite 1700
Irvine, California 92612

Re: Rancho Dominguez Mobilehome Park's Operation As A Legal, Nonconforming Use

Dear Mr. Wynder:

As you know, we represent Carter Spencer Enterprises LLC, dba Rancho Dominguez Mobile Estates ("Rancho Dominguez"), the owner of a mobilehome park located at 435 East Gardena Boulevard in Carson, California. We have reviewed the files on the above-referenced matter and have concluded that the City of Carson (the "City") cannot compel Rancho Dominguez to close its mobilehome park (the "Park") by November 2, 2012 (as stated in the City's April 20, 2000 letter) because, among other things, the amortization period provided by the City is unreasonable.

As you are undoubtedly aware, the courts consider a variety of factors in determining whether an amortization period is "reasonable," including: the amount of investment or original cost, present actual or depreciated value, dates of construction, amortization for tax purposes, salvage value, remaining useful life, the length and remaining term of the lease under which it is maintained, and the harm to the public if the structure remains standing beyond the prescribed amortization period. (*See, e.g., Tahoe Reg'l Planning Agency v. King*, 233 Cal. App. 3d 1365, 1397 (1991).) These factors dictate that the thirty-five (35) year amortization period provided by Section 9182.22 of the Carson Municipal Code is unreasonable as applied to the Park in that it fails to adequately account for, among other things, Rancho Dominguez's continued investment in the maintenance of the Park, the present value of the Park, and the remaining useful life of the Park's improvements. Moreover, it is clear that there is no harm to the public if the Park continues to be used as a mobilehome park (to the contrary – it is harmful to the public to close the park).

The amortization period also fails to account for the fact that Rancho Dominguez's return on its investment has been severely constrained by the strict rent control imposed by the City. The rent control was enacted by the City *after* the City established the amortization period.

Furthermore, we note that, should Rancho Dominguez be forced to close its mobilehome park, the City is responsible for any costs associated therewith, including, but not limited to, the cost of preparing a relocation impact report and any costs associated with mitigating the adverse impact of the closure. Specifically, Government Code section 65863.7, subd. (i) provides that:

July 10, 2012

Page 2

This section is applicable when the closure, cessation, or change of use is the result of a decision by a local governmental entity or planning agency not to renew a conditional use permit or zoning variance under which the mobilehome park has operated, or as a result of any other zoning or planning decision, action, or inaction. **In this case, the local governmental agency is the person proposing the change in use for the purposes of preparing the impact report required by this section and is required to take steps to mitigate the adverse impact of the change as may be required in subdivision (e).** (Gov't Code § 65863.7, subd. (i) [emphasis added].)

This language is echoed in the City's Municipal Code, which states that: "Prior to the conversion of a mobile home park [including the closure thereof]...**the person or entity (hereinafter "the applicant") proposing such conversion** shall file an application with the City and obtain approval from the City of a relocation impact report (RIR) in accordance with the provisions contained in this Section." (Carson Municipal Code § 9128.21 [emphasis added]).

Here, the City is clearly the entity that is "proposing" the closure of the Park. Accordingly, pursuant to both Section 65863.7, subd. (i) of the Government Code and Section 9128.21 of the Carson Municipal Code, the City, and not Rancho Dominguez, is required to prepare any necessary impact reports and to mitigate any adverse impact related to the Park's closure.

Given the issues discussed above, the City needs to extend the Park's legal, nonconforming use for a period determined by the owner not to exceed twenty (20) years. Additionally, we note that Park residents will not be compensated by Rancho Dominguez for any costs related to the closure of the Park as they were duly notified, both by the City's adoption of Ordinance No. 77-413 in October of 1977 and by Rancho Dominguez upon the start of their tenancies, that the City would seek to close the Park by November of 2012 and have had adequate time to amortize their investment in their units.

Sincerely,

GILCHRIST & RUTTER
Professional Corporation



Richard H. Close
Of the Firm

cc: Sheri Repp-Loadsman, City of Carson Planning Officer

5110-001
RDME

LAW OFFICES
GILCHRIST & RUTTER
PROFESSIONAL CORPORATION

WILSHIRE PALISADES BUILDING
1299 OCEAN AVENUE, SUITE 900
SANTA MONICA, CALIFORNIA 90401-1000

TELEPHONE (310) 393-4000
FACSIMILE (310) 394-4700
E-MAIL: rclose@gilchristutter.com

November 15, 2012

William Wynder
Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612

Sheri Repp Loadsman
701 E. Carson Street
P.O. Box 6234
Carson, California 90749

Kenneth Freschauf
City of Carson
701 E. Carson Street
Carson, CA 90745

Re: Rancho Dominguez Mobile Home Estates (RDME)

Dear Bill, Sheri, and Ken:

Please find enclosed the following to be discussed on Tuesday:

1. The proposal from Rancho Dominguez;
2. Bel Abbey City of Carson Planning Commission Resolution;
3. The projected cost of closure spreadsheet.

Very truly yours,

GILCHRIST & RUTTER
Professional Corporation



Richard H. Close
Of the Firm

RHC:sm/328556_1
5110.001

Rancho Dominguez

Mobile Estates

November 15, 2012

Richard H. Close, Esq.
Gilchrist & Rutter, Professional Corporation
Wilshire Palisades Building
1299 Ocean Avenue, Suite 900
Santa Monica California 90401-1000

Re: Rancho Dominguez Mobile Estates (RDME)
Operation as a Legal, Nonconforming Use

Dear Richard,

Based on your discussions regarding our legal, nonconforming use with the City of Carson Planning Division staff, Sheri Repp-Loadsman and Ken Freschauf, as well as the City Attorney, Bill Wynder, I understand that:

- 1) City wishes to bring the use of the property at 425-435 East Gardena Boulevard into conformity with the current zoning (ML);
- 2) City does not want to assume the costs for the closure of RDME;
- 3) City requests that the owners of RDME voluntarily assume these costs;
- 4) In order to provide a financial platform for amortizing the cost of closure (because this is not provided for under the City's Rent Control Ordinance), rent increases would be allowed for this purpose, with 50% of the increase allocated toward the estimated cost of closure (and with the balance of the increase allocated to maintain the park, as required by the California Civil Code, and to purchase and maintain resident homes in advance of park closure).

According to current law and regulations by the City and State (in particular CMC 9128.21), it is my understanding that we would be required to file a relocation impact report (RIR) at the time when a plan for closure/redevelopment is made. As stipulated in CMC 9128.21(E), the Planning Commission requires the applicant to provide compensation to homeowners for extensive financial obligations, which may include (i) the on-site, fair market value of their home (as well as consideration of mortgage obligation and cost to purchase a mobilehome in a comparable park), (ii) rent (including 1st and last month's rent plus security and cleaning fees, as well as the difference in rental rates for up to 1 year); (iii) cost of tear-down, moving and setup of home to a new site, and (iv) other relocation compensation.

435 E Gardena Blvd. Gardena CA 90248 • P (310) 329-0184 • F (310) 329-3289

As a starting point, I have made an estimate of the projected closure costs based on factors that were used for Bel Abbey, a nearby park that was closed in 2008 (see Table 1 below; detailed information provided on attached spreadsheet). These Bel Abbey costs included compensation for home value, relocation costs (1st and last months rent), cost of moving personal effects, and cost of tear-down/setup of home, if possible, at a new location. The estimate of home values was based on standards used by HCD, using the NADA Manufactured Housing Cost Guide (Sept-Dec 2012); the moving expenses (without packing services) were estimated based on contents for a standard 2-bedroom apartment; the relocation benefit was projected based on the average apartment rent of \$1.66/sq.ft. (Source: 2012 USC Casden Multifamily Market Report) multiplied by the square footage of each affected mobilehome and an estimate for mobilehome transport/setup at a new site within 50 miles (or similar cost for tear-down/transport and disposal). An estimate of the total cost of closure, adjusted for the current rate of inflation over 10 years, is \$1.6M.

Table 1. Projected Closure Costs at RDME

	Estimated Costs
Home Value*	\$512,583
Relocation Benefit (1 st +Last Rent)#	\$233,330
Moving Cost	\$145,800
Mobilehome Transport/Salvage*	\$446,100
Total	\$1,337,813
Total, Inflation Adj. (2% over 10 years)	\$1,605,376

*NADA Manufactured Housing Cost Guide, Sept-Dec 2012

#Average rents for Carson/Long Beach Area of \$1.66/sq.ft., 2012
USC Casden Multifamily Market Report (Page 21)

*Estimate from RIR for Bel Abbey related to closure in 2008

By incrementally raising the rent on an annual basis (or biannually with steeper increments) to a level near market rental rates of MH communities in nearby cities (see Table 2), RDME could file the RIR for closure within a period of no more than 10 years. Over this period, homeowners would retain the option of:

- remaining in the park under the modified rental rates until park closure by 2023, allowing additional time for homeowners to amortize the investment in their homes;
- selling their mobilehome to the park owner;
- selling their mobilehome to an outside party, with the condition that the new owner understands and accepts that their purchase of the home will be considered fully amortized at the time of park closure by 2023.

Table 2. Rent Adjustment Schedule

Year	Rent Increase*	Average Rent	Net Percent Change	Funds for Closure (50% Allocation)
2012	—	\$334.01	—	—
2013	\$46.75	\$380.75	14.0%	\$22,720.50
2014	\$47.69	\$428.44	12.5%	\$45,895.41
2015	\$48.64	\$477.07	11.4%	\$69,533.82
2016	\$49.61	\$526.69	10.4%	\$93,644.99
2017	\$50.60	\$577.29	9.6%	\$118,238.39
2018	\$51.62	\$628.90	8.9%	\$143,323.66
2019	\$52.65	\$681.55	8.4%	\$168,910.64
2020	\$53.70	\$735.25	7.9%	\$195,009.35
2021	\$54.78	\$790.03	7.4%	\$221,630.04
2022	\$55.87	\$845.90	7.1%	\$248,783.14
2023	\$56.99	\$902.89	6.7%	\$276,479.30
Total Benefits for Closure				\$1,604,169.23

* Rent adjustment for 2013 equivalent to 2.3% average CPI increase from 2007-2012 (period since last rent increase); rent increased an additional 2% annually thereafter.

The proposed rental increase would be \$46.75 starting in 2013 (equivalent to 2.3% average CPI increase from 2007-2012, the period since last rent increase) and would increase by an additional 2% thereafter on an annual basis (the effective percent change in rent would range from 6.7% to 12.5% through 2023). According to this schedule, the funds available for benefits projected to be required for homeowner relocation/park closure by the Commission (according to CMC 9128.21) would be within 99.9% of that target.

If the City is in agreement with this plan, we can bring the RDME mobilehome park to closure within the proposed timeline and provide park homeowners with reasonable compensation/relocation benefits as required by law. Please review with the City and advise on how we can proceed to find resolution to this issue.

Sincerely,



Robert H. Spencer
President

Enclosures

435 E Gardena Blvd. Gardena CA 90248 • P (310) 329-0184 • F (310) 329-3289

Space #	Bedrooms	Baths	Year	Width	Length	Expando?	Trade	Manufacturer	On-Site Value	Relocation Benefit (1st + Last Rent)	Moving Cost	Transportation/ Salvage
1	2	2	1977	20	56	no	Celtic	Celtic	\$ 6,975.89	\$ 3,718.40	\$ 1,800.00	\$ 6,100.00
2	2	1.5	1963	12	56	8x10		Rollaway	\$ 2,611.59	\$ 2,231.04	\$ 1,800.00	\$ 4,500.00
3	2	2	1975	20	48	no	Canyon Crest	Kaufman	\$ 5,967.95	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
4	2	2	1981	20	60	no	Somerset	Golden West	\$ 11,732.68	\$ 3,984.00	\$ 1,800.00	\$ 6,100.00
5	1	1	1963	12	60	no		Rollaway	\$ 2,435.13	\$ 2,390.40	\$ 1,800.00	\$ 4,500.00
6	1	1	1963	12	60	no		National	\$ 2,435.13	\$ 2,390.40	\$ 1,800.00	\$ 4,500.00
7	2	2	1980	20	56	no	Homette	Skyline	\$ 8,165.79	\$ 3,718.40	\$ 1,800.00	\$ 6,100.00
8	2	2	1972	20	48	no	Homette	Skyline	\$ 5,683.78	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
9	2	2.5	1971	12	45	7.5x38	Bilmore	Kaufman	\$ 3,717.09	\$ 1,792.80	\$ 1,800.00	\$ 4,500.00
10	2	2	1978	20	52	no	Homette	Skyline	\$ 7,327.42	\$ 3,452.80	\$ 1,800.00	\$ 6,100.00
11	2	1	1976	12	52	no	Buddy	Skyline	\$ 4,462.35	\$ 2,071.68	\$ 1,800.00	\$ 4,500.00
12	2	2	1982	20	52	no	Canyon Crest	Kaufman	\$ 7,900.26	\$ 3,452.80	\$ 1,800.00	\$ 6,100.00
13	2	1	1974	12	60	no	Fleetwood	Fleetwood	\$ 4,290.17	\$ 2,390.40	\$ 1,800.00	\$ 4,500.00
14	2	2	1989	20	48	no	Golden West	Golden West	\$ 15,692.19	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
15	1	1	1968	12	37	no		Star	\$ 2,441.29	\$ 1,474.08	\$ 1,800.00	\$ 4,500.00
16	2	2	1970	20	54	no		Cameron	\$ 6,897.49	\$ 3,585.60	\$ 1,800.00	\$ 6,100.00
17	2	1	1968	12	56	no		Bilmore	\$ 2,665.36	\$ 2,231.04	\$ 1,800.00	\$ 4,500.00
18	3	2	1988	20	52	no	Yorktown	Hallmark	\$ 14,317.56	\$ 3,452.80	\$ 1,800.00	\$ 6,100.00
19	2	1	1963	12	56	yes		Parklane	\$ 2,848.23	\$ 2,231.04	\$ 1,800.00	\$ 4,500.00
20	2	2	1971	20	44	no	Silvercrest	Silvercrest	\$ 8,632.70	\$ 2,921.60	\$ 1,800.00	\$ 6,100.00
21	2	2	1978	20	48	no	Homette	Skyline	\$ 7,014.02	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
22	1	1	1976	12	52	no	Cameron	Skyline	\$ 3,641.30	\$ 2,071.68	\$ 1,800.00	\$ 4,500.00
23	2	2	1981	20	54	no	Canyon Crest	Kaufman	\$ 8,036.81	\$ 3,585.60	\$ 1,800.00	\$ 6,100.00
24	1	1	1976	12	56	no		Skyline	\$ 4,666.89	\$ 2,231.04	\$ 1,800.00	\$ 4,500.00
25	2	2	1976	20	48	no		Meteor	\$ 6,197.48	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
26	2	1	1976	14	60	no	Corinthian	Moduline	\$ 4,762.81	\$ 2,788.80	\$ 1,800.00	\$ 4,500.00
27	2	2	1965	20	50	no	National	National	\$ 4,690.88	\$ 3,320.00	\$ 1,800.00	\$ 6,100.00
28	2	2	1977	20	48	no	Prestige	Fuqua	\$ 8,506.84	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
29	2	1	1977	20	44	no		Jefferson	\$ 6,154.38	\$ 2,921.60	\$ 1,800.00	\$ 6,100.00
30	2	2	1971	20	44	no		Great Lakes	\$ 7,289.97	\$ 2,921.60	\$ 1,800.00	\$ 6,100.00
31	2	1	1968	12	56	no	Champion	Champion	\$ 1,723.99	\$ 2,231.04	\$ 1,800.00	\$ 4,500.00
32	3	2	1972	20	56	no	Imperial	Redman	\$ 6,022.23	\$ 3,718.40	\$ 1,800.00	\$ 6,100.00
33	2	2	1974	12	56	no	Manatee	Champion	\$ 4,115.76	\$ 2,231.04	\$ 1,800.00	\$ 4,500.00
34	2	1	1963	20	60	yes	Newmoon	Redman	\$ 3,587.43	\$ 3,984.00	\$ 1,800.00	\$ 6,100.00
35	2	1	1962	12	60	no	Rollaway	Rollaway	\$ 2,371.05	\$ 2,390.40	\$ 1,800.00	\$ 4,500.00
36	2	2	1973	20	48	no	Freedom	Skyline	\$ 8,044.52	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
37	2	2	1972	20	40	no	Freedom	Skyline	\$ 5,580.18	\$ 2,656.00	\$ 1,800.00	\$ 6,100.00
38	2	2	1976	20	44	no	Celtic	Celtic	\$ 4,160.74	\$ 2,921.60	\$ 1,800.00	\$ 6,100.00
39	3	2	1965	20	52	no		Broadmore	\$ 9,980.10	\$ 3,452.80	\$ 1,800.00	\$ 6,100.00
40	1	1	1972	12	54	no	Glenbrook	Fleetwood	\$ 3,325.17	\$ 2,151.36	\$ 1,800.00	\$ 4,500.00
41	2	1.5	1999	14	48	no	Meadow Creek	Champion	\$ 13,913.21	\$ 2,231.04	\$ 1,800.00	\$ 4,500.00
42	2	1	1964	12	50	yes		Lakeview	\$ 2,800.92	\$ 1,992.00	\$ 1,800.00	\$ 4,500.00
43	2	1	1969	14	48	7.5x20.5	Buddy	Skyline	\$ 5,006.96	\$ 2,231.04	\$ 1,800.00	\$ 4,500.00
44	2	2	2000	20	40	no	Cavco	Cavco	\$ 15,198.28	\$ 2,656.00	\$ 1,800.00	\$ 6,100.00

Space #	Bedrooms	Baths	Year	Width	Length	Expando?	Trade	Manufacturer	Relocation			Transportation/ Salvage
									On-Site Value	Benefit (1st + Last Rent)	Moving Cost	
45	3	2	1972	20	52	no	Viceroy	Viceroy	\$ 5,625.94	\$ 3,452.80	\$ 1,800.00	\$ 6,100.00
46	2	1	1965	20	52	7.5x28	Universal	Universal	\$ 7,393.27	\$ 3,452.80	\$ 1,800.00	\$ 6,100.00
47	2	1	1963	20	52	no	Universal	Universal	\$ 5,944.09	\$ 3,452.80	\$ 1,800.00	\$ 6,100.00
48	2	2	1978	20	55	no	Hillcrest	Skyline	\$ 9,092.41	\$ 3,652.00	\$ 1,800.00	\$ 6,100.00
49	2	1	1981	20	44	no		Kaufman/Broad	\$ 7,033.58	\$ 2,921.60	\$ 1,800.00	\$ 6,100.00
50	2	1	1963	12	46	no	Universal	Universal	\$ 3,183.27	\$ 1,832.64	\$ 1,800.00	\$ 4,500.00
51	2	2	1972	12	52	no	Biltmore	Biltmore	\$ 3,864.28	\$ 2,071.68	\$ 1,800.00	\$ 4,500.00
52	2	1	1967	12	43	no	Fleetwood	Fleetwood	\$ 3,016.82	\$ 1,713.12	\$ 1,800.00	\$ 4,500.00
53	2	1	1971	20	57	no	Star	Star	\$ 5,844.38	\$ 3,784.80	\$ 1,800.00	\$ 6,100.00
54	2	2	1971	20	50	no	Silvercrest	Silvercrest	\$ 9,445.32	\$ 3,320.00	\$ 1,800.00	\$ 6,100.00
55	2	1	1972	20	40	no	Cameron	Skyline	\$ 4,555.27	\$ 2,656.00	\$ 1,800.00	\$ 6,100.00
56	2	2	1982	20	48	no	Homette	Skyline	\$ 7,981.47	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
57	2	1	1977	20	48	no	Meteor	Bendix	\$ 6,427.02	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
58	2	1	1969	12	52	no	Fleetwood	Fleetwood	\$ 3,049.37	\$ 2,071.68	\$ 1,800.00	\$ 4,500.00
59	2	2	1971	20	48	no	Viceroy	Viceroy	\$ 5,279.34	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
60	2	2	1989	20	55	no	Yorktown	Hallmark	\$ 15,456.79	\$ 3,652.00	\$ 1,800.00	\$ 6,100.00
61	2	2	1965	20	52	no	Universal	Universal	\$ 6,256.93	\$ 3,452.80	\$ 1,800.00	\$ 6,100.00
62	2	2	1964	20	48	no	Puritan	Puritan	\$ 3,088.44	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
63	2	1	1979	20	50	no	Baywood	Kaufman	\$ 7,036.32	\$ 3,320.00	\$ 1,800.00	\$ 6,100.00
64	2	2	1986	20	48	no	Yorktown	Hallmark	\$ 12,869.13	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
65	2	2	1974	20	48	no	Buddy	Skyline	\$ 5,738.41	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
66	2	2	1968	12	60	7.5x30	Fleetwood	Fleetwood	\$ 4,036.46	\$ 2,390.40	\$ 1,800.00	\$ 4,500.00
67	2	2	1972	20	48	no	Buddy	Skyline	\$ 5,394.11	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
68	2	2	1971	12	60	no	Somerset	Golden West	\$ 7,042.40	\$ 2,390.40	\$ 1,800.00	\$ 4,500.00
69	2	2	1971	20	52	no	Silvercrest	Silvercrest	\$ 9,712.09	\$ 3,452.80	\$ 1,800.00	\$ 6,100.00
70	2	1	1971	12	60	no	SWMAN	Silvercrest	\$ 6,202.21	\$ 2,390.40	\$ 1,800.00	\$ 4,500.00
71	2	1	1964	12	50	no	Skyline	Skyline	\$ 3,184.83	\$ 1,992.00	\$ 1,800.00	\$ 4,500.00
72	2	1	1972	20	48	no	Skyline	Skyline	\$ 6,262.61	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
73	2	1	1965	12	58	no		Universal	\$ 6,304.44	\$ 2,310.72	\$ 1,800.00	\$ 4,500.00
74	2	1	1971	20	48	no	Homette	Skyline	\$ 5,562.84	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
75	2	1	1971	12	56	7x11	Fleetwood	Fleetwood	\$ 4,085.75	\$ 2,231.04	\$ 1,800.00	\$ 4,500.00
76	2	1	1972	12	50	no	Granville	Wick	\$ 3,021.93	\$ 1,992.00	\$ 1,800.00	\$ 4,500.00
77	2	1	1975	20	56	no	Freedom	Skyline	\$ 9,666.34	\$ 3,718.40	\$ 1,800.00	\$ 6,100.00
78	2	2	1977	20	48	no	Winston Manor	Winston Manor	\$ 6,427.02	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
79	2	2	1986	20	48	no	Yorktown	Hallmark	\$ 12,637.13	\$ 3,187.20	\$ 1,800.00	\$ 6,100.00
80	3	2	1978	20	52	no	Lancer	Lancer	\$ 6,942.65	\$ 3,452.80	\$ 1,800.00	\$ 6,100.00
81	2	1	1976	20	40	no	Arbor	Celtic	\$ 3,926.73	\$ 2,656.00	\$ 1,800.00	\$ 6,100.00
									\$ 512,583	\$ 233,330	\$ 145,800	\$ 446,100

Total	Total Inflation Adj (2% for 10 yrs)
\$ 1,337,813	\$ 1,605,376

**CITY OF CARSON
PLANNING COMMISSION
RESOLUTION NO.**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
CARSON APPROVING RELOCATION IMPACT REPORT NO. 3036-07 FOR
THE CLOSURE OF BEL ABBEY MOBILEHOME PARK PURSUANT TO
CONDITIONS PROVIDING RELOCATION ASSISTANCE TO DISPLACED
RESIDENTS**

**THE PLANNING COMMISSION OF THE CITY OF CARSON HEREBY
FINDS, RESOLVES AND ORDERS AS FOLLOWS:**

Section 1. An application was duly filed by the applicant, Sandy Shadow, with respect to real property located at 200 E. Gardena Boulevard and described in Exhibit "A" attached hereto, requesting the approval of Relocation Impact Report (RIR) No. 3036-07 application to close Bel Abbey Mobilehome Park. The applicant contemplates developing the property for industrial development purposes.

A public hearing was duly held on November 25, 2008 at 6:30 P.M. at City Hall, Council Chambers, 701 East Carson Street, Carson, California. A notice of time, place and purpose of the aforesaid meeting was duly given.

Section 2. Evidence, both written and oral, was duly presented to and considered by the Planning Commission at the aforesaid meetings.

Section 3. The Planning Commission finds that:

- a) Bel Abbey Mobilehome Park was established in approximately 1950, prior to the incorporation of the City of Carson. The park contains fifty (50) spaces with forty-nine (49) of those spaces being currently occupied. The mobilehome units in the park range between 480 to 1,800 square feet in size. The park has a small swimming pool with no other amenities. The property is paved. Limited guest and resident parking results in the fire lane being utilized for parking. The overall condition of the park is fair considering the age of the infrastructure and structures. The monthly rate charged for each space at the time of the preparation of the Relocation Impact Report (August 20, 2008) was between \$230 and \$300. There have been no rent increases since the current owner purchased the property in 2003.
- b) The subject property is located within the Carson General Plan Light Industrial land use designation, is currently zoned ML (Manufacturing, Light), and is 3.2 acres in size. The property is located within Redevelopment Project Area No. 1.
- c) On April 28, 1987, the Carson Planning Commission determined that "the termination day of August 30, 1987, had resulted in insufficient time for each mobilehome tenant to realize a reasonable rate of return on their fixed investment and allowed more time to complete the RIR as required by CMC Section 9128.21. Additionally, the Planning Commission granted one final 20 year extension of the Park's legal nonconforming status to allow the residents to realize a reasonable rate of return on their investments.

- d) On April 8, 2003, the Planning Commission met and indicated intent to allow the mobilehome park to operate until August of 2017. The Planning Commission continued the matter on the May 27, 2003 meeting to allow consideration of a Resolution to confirm an approval to extend the legal, nonconforming status.
- e) On May 27, 2003, the Planning Commission discussed the difficulties in extending the park's termination date and approved to continue the matter indefinitely, allowing all parties to conduct further negotiations. As a result, the Planning Commission did not approve the extension to August 30, 2017 and the park was still required to close by August 2007. Further, the city never gave "official notice" to the residents that the park's closure date of August 2007 had changed.
- f) On June 17, 2003, the mobilehome park property owners: Mr. James R. Peters and Mrs. Joan T. Peters provided a written notice to the city requesting that the city immediately stop all further action on this issue and allow the park to remain open until August 30, 2007.
- g) On October 11, 2004, the City Council adopted the General Plan Update. The public hearing process for the General Plan Update included specific discussion and analysis of various study areas to determine if the land use designation was appropriate or should be changed to reflect city goals and objectives. Both the Bel Abbey Mobilehome Park located at 200 E. Gardena Boulevard and another mobilehome park located at 425 E. Gardena Boulevard were evaluated from the perspective of a residential use located in the industrial land use designation. Both the Planning Commission and City Council determined that the land use designation should remain industrial and that the mobilehome park uses should be amortized pursuant to the CMC.
- h) On September 4, 2007, the city sent notice to the park owner re-affirming that the extension for the legal non-conforming mobilehome park use had expired on August 30, 2007. Further, the notice identified that the owner had to file an application with the city and obtain approval of a "relocation impact report" pursuant to CMC Section 9128.21.
- i) On August 20, 2008, the park owner Sandy Shadrow submitted the Relocation Impact Report for the proposed closure of the Bel Abbey Mobilehome Park.
- j) In preparation for the November 25, 2008 Public Hearing, and in accordance with applicable City and State regulations, staff provided notification to all park tenants, legal owners (if other than the tenant), the applicant, and the City Attorney, as appropriate, including copies of the public hearing notice, RIR, field appraisal documentation and moving estimates. The transmittals were made by registered mail, personal delivery or first class mail in accordance with the requirements outlined in Section 9128.21 of the Municipal Code. Notifications of the public hearing were transmitted a minimum of thirty (30) days prior to the November 25, 2008 Public Hearing. Notification was also sent via a courtesy advisory letter dated November 12, 2008 provided in both English and Spanish, and delivered regular mail.
- k) On October 22, 2008, the public hearing notice was posted throughout the city in locations designated for such postings, including the public county library and city parks.

The project involves no potential for any adverse effect, either individually or cumulatively, on wildlife resources and therefore a De Minimis Impact Finding is made relative to AB 3158, Chapter 1706, Statutes of 1990.

Section 4. The Planning Commission further finds that the closure of Bel Abbey Mobilehome Park use permitted by the approval of RIR No. 3036-07 will not have a significant effect on the environment as indicated in the Initial Study and Negative Declaration prepared for this project. The cessation of the mobilehome use will not alter the industrial character of the surrounding area and meets or exceeds all City standards for protection of the environment, with the relocation benefits adopted as part of this resolution to mitigate the economic impact to the residents resulting from the park closure.

On October 22, 2008, the Public Notice-Negative Declaration was posted in five (5) public locations throughout the city designated for such postings and filed with the County of Los Angeles Registrar-Recorder Office.

Section 5. Based on the evidence, both written and oral, received at the Public Hearing, the Planning Commission hereby further finds that:

- a) The fair market value of mobilehomes in place is dependent on several factors, including the location, condition and amenities of the park. In this instance, the park is located in the ML (Manufacturing, Light) zone, and is bordered on all sides by uses typical of the manufacturing zone, including warehouse uses. The industrial character of the surrounding neighborhood, along with the size, age, quality, amenities and condition of the mobilehome unit, are also factors in determining the fair market value of the unit.
- b) Section 9128.21 of the Carson Municipal Code requires appraisals of the mobilehomes in the park as part of the contents of a RIR application. This appraisal information was utilized by the Planning Commission to establish the values of the mobilehome units and determine adequate benefits to mitigate the adverse impacts of the park closure on its tenants.
- c) The purpose of the RIR Ordinance is to protect resident owners with considerable investments in their homes (which include the costs of improvements, maintenance and financing) and to assist them in obtaining replacement housing when the park closes. The RIR Ordinance is also intended to allow the park owner to change the use of the property without incurring unreasonable burdens.
- d) The purpose of the City's Rent Control Ordinance is to protect mobilehome tenants from excessive rents. The Ordinance is also intended to permit the park owner to receive a fair profit from the operation of their mobilehome park. Concerns have been raised at RIR hearings in the past that the City's Mobilehome Park Space Rent Control Ordinance may have a tendency to increase the fair market value (based upon comparable sales) of mobilehome units placed in a park located in the City. No such evidence has been provided at the previous RIR hearings to document the existence, or amount of any such effect, and no such evidence was submitted in connection with this application. The applicant has not applied for a rent increase since purchasing the property in 2003.
- e) The issues, as discussed above, raise questions concerning whether the "Comparable Sales" appraisal method or the "Depreciated Replacement Cost" appraisal method is the most appropriate appraisal methodology in

reviewing the adverse impacts of park closures on displaced mobilehome tenants. As a result of numerous public hearings before the Planning Commission and City Council on other park closure proposals, it has been determined that the mandate of the City's RIR Ordinance and Section 65863.7 of the California Government Code that the relocation benefits imposed not exceed the "Reasonable Costs of Relocation" provide reasons for the use of the Depreciated Replacement Cost appraisal method. This appraisal method is based on a guide, such as the Marshall & Swift Manual. This manual is used to establish the cost of replacing the home and then appraising the then depreciated cost based on the age and condition of the dwelling. This eliminates any value that might be attributable to the Rent Control Ordinance. The use of the Depreciated Replacement Cost appraisal method results in a value for the mobilehome and no value for the underlying land except to the limited extent that it assumes that the unit can be located on another theoretical site in Southern California.

- f) The applicant provided an appraisal for the consideration of the Planning Commission at the November 25, 2008 meeting. The appraisal was prepared by Desmond, Marcello & Aamster during July of 2007 utilizing the Depreciated Replacement Cost appraisal method. The appraisal was considered to establish the values on which the recommended benefits were based.
- g) The size of each mobilehome, the date of manufacture and appraised on-site and off-site value for the mobilehome units are presented in the RIR report. However, the on-site value is illusory because the Park owner is required by law to close the Park. As a result the law would preclude anyone from selling their mobilehome in the Park, making the "on-site value" both misleading and legally unobtainable. The perceived loss in value caused by the termination of the mobilehome park use and resulting park closure caused the city in 1987 to extend the CUP's termination date for 20 years so that the mobilehome owners would be able to amortize their investments. Any mobilehome owner that has sold their unit since 1987 should have properly advised the prospective buyer of the mobilehome that the park was closing. As such, any resell of units should have been at discounted rates since the new residents could not expect to have unlimited residency.

Section 6. Based on evidence, both written and oral, received at the public hearing, the Planning Commission further finds that:

- a) In preparation of the RIR document, the applicant, with assistance from Overland, Pacific & Cutler, Inc. Relocation Consultants conducted a survey of vacant mobilehome spaces in Los Angeles and Orange County (or 50 mile radius from the Park) identified 42 available spaces in family parks (and an additional 43 spaces in senior parks) that may potentially accept mobilehomes from the Park. Green Systems indicated that mobilehome manufactured prior to 1980 will not likely be accepted at any of the Southern California mobilehome parks. Based on that criterion only five mobilehomes are anticipated to be moved to another park. Overland, Pacific & Cutler advised that, based on their relocation experience, any mobilehome older than 10 years will not be able to find a park to move into.

- b) The applicant contacted professional moving companies to determine the potential moving expenses related to relocating the mobilehomes at Bel Abbey Mobilehome Park. The two companies submitting estimates include Green Systems and Whitt Construction. Both firms have substantial experience in moving mobilehomes. The moving estimates ranged from \$4,500 for a standard-single wide and \$6,100 for a standard-double. The estimated costs include the units tear down, set up and transport fee within a 50 mile radius. The amounts recommended were based upon previous mobilehome closure moving-related benefits from the most recent available mobilehome park closures.
- c) The applicant's August, 2008 survey of rental apartment housing found 219 units available in Gardena, Hawthorne, Inglewood, Lawndale, Westchester, Lomita and Long Beach area. Unit size ranged from singles to three bedroom/two bath. The monthly rents ranged from \$695 for the least expensive one-bedroom unit, to \$950 for the least expensive two-bedroom unit, to \$1,295 for the least expensive three bedroom unit. The most expensive unit identified in the survey was a three-bedroom unit offered for \$2,800.
- d) The applicant's August, 2008 survey of 584 mobilehome units available for sale in the Los Angeles, Orange, Riverside and San Bernardino counties. The prices ranging from \$7,000 to \$100,000.
- e) Current monthly rate charged for each space is between \$230 and \$300, with the last approved rent increase having occurred in Fall 1991. Displaced tenants will incur higher rents for replacement mobilehome space, apartment rentals or other housing.
- f) The units at Bel Abbey Mobilehome have been appraised by Desmond, Marcello & Amster and are valid as of July 23, 2007. Appraisals at "Depreciated Replacement Values" range from \$2,650 to \$11,500 (Fair Market Value/Off-Site).
- g) Neither the Rent Control Ordinance nor the RIR Ordinance is intended to protect increases in market value (when the unit is in place within a park) which are in excess of the amount required to obtain replacement housing, greater than the investment made by the tenants, or greater than the remaining mortgage obligations, if those obligations exceed the actual investments. If the mobilehome owner is unable to relocate the mobilehome to a comparable park and does not receive the value of the mortgage obligation, the tenant will lose the value of the investment while still having a portion of the remaining mortgage to pay to the lien holders. If the mobilehome owner purchased after 1987, there was significant knowledge of the intended park closure. As such, any investment made by the tenant should have been proportional to the anticipated time to continue residency in the mobilehome park. All mobilehome owners are assumed to have amortized their investments.

Section 7. Based on the aforementioned findings, the Commission hereby finds that the relocation assistance proposed in the applicant's RIR is adequate. Therefore, the Planning Commission approves Relocation Impact Report No. 3036-07 pertaining to the closure of Bel Abbey Mobilehome Park, with respect to the property described in Section 1 hereof, subject to the conditions set forth as follows:

- a) Moving Estimates: If the mobilehome unit can be moved the owner will pay the cost to move a mobilehome owner's trailer/mobilehome, personal

property, legally constructed rooms, awnings, steps, skirting and other items and all costs associated with the connection of the trailer/mobilehome to utilities and if the relocation takes one or more days, pay the cost of lodging the owner in a local motel until the relocation of his or her unit is complete.

- b) Estimates for the Moving of Personal Effects: While the Park owner has no obligation under law to mitigate relocation costs for tenant-occupied households, the owner will provide each tenant household a maximum of \$1,500 for the moving of their personal belongings. An extra \$1,000 will be provided to those household that contain one or more elderly (62 years of age or older) and /or disabled.
- c) For mobilehomes that cannot be moved, all mobilehome owner/occupants who have resided in their mobilehome in the Park continually since prior to the date the RIR was filed with the City, shall be provided compensation equal to the appraised off-site value and a lump sum of \$1,800 for a one bedroom mobilehome, \$2,200 for a two bedroom mobilehome and \$2,600 for a three bedroom mobilehome as rental assistance in the form of first and last month's rent for subsequent housing. Additionally, each mobilehome owner/occupant will be compensated for moving their personal belongings with a maximum benefit of \$1,500. An extra \$1,000 will be provided to those households that are elderly (62 years of age or older) and/or disabled.
- d) Resident Owner Relocation Benefits plus Off-Site Value: The following lists the relocation benefits plus payment of appraised off-site value proposed to be paid by the Park owner for the mobilehome owner/occupants at the Bel Abbey Mobilehome Park. These benefits are based upon not being able to move the units based on their structural old moving age which precludes their relocation to other mobilehome parks in Southern California or surrounding counties. The Park owner proposes the following financial payment of "Last Resort":

Bel Abbey Mobile Home Park Owner / Tenant Benefits/Last Resort				
Unit No.	Tenant/ Vacant/ Elderly/ Disabled	Appraised Value (Off-Site Value) (rounded)	Relocation Benefits (Moving & Relocation) *Varies based on size of unit & disabled/elderly)	Total Payment Value & Relo. Total Value & Relo.
1		\$5,700	\$4,100	\$9,800
2		\$7,850	\$3,700	\$11,550
3		\$4,600	\$3,700	\$8,300
4		\$5,600	\$3,700	\$9,300
5		\$5,350	\$3,700	\$9,050
6		\$5,750	\$4,100	\$9,850
7		\$8,000	\$4,100	\$12,100
8		\$9,100	\$3,300	\$12,400
9		\$4,400	\$3,700	\$8,100
10	Tenant	\$3,750	\$1,500	\$1,500
11	Tenant	\$5,800	\$1,500	\$1,500
12		\$6,900	\$4,100	\$11,000

13		\$5,000	\$4,100	\$9,100
14		\$4,500	\$4,100	\$8,600
15		\$6,350	\$4,100	\$10,450
16	Elderly	\$7,150	\$4,700	\$11,850
17	Elderly	\$7,100	\$4,700	\$11,800
18		\$3,900	\$3,700	\$7,600
19	Elderly	\$8,300	\$5,100	\$13,400
20		\$4,650	\$3,700	\$8,350
21	Tenant	\$7,850	\$1,500	\$1,500
22	Vacant	\$4,250		\$4,250
23		\$11,500	\$3,700	\$15,200
24		\$3,000	\$3,700	\$6,700
25		\$8,400	\$3,700	\$12,100
26	Tenant	\$5,600	\$1,500	\$1,500
27		\$4,650	\$3,700	\$8,350
28		\$7,500	\$3,700	\$11,200
29		\$3,950	\$3,700	\$7,650
30	Elderly	\$6,450	\$5,100	\$11,550
31		\$4,300	\$4,100	\$8,400
32		\$4,600	\$3,700	\$8,300
33		\$6,600	\$4,100	\$10,700
34	Elderly	\$8,100	\$4,700	\$12,800
35		\$6,550	\$4,100	\$10,650
36		\$5,700	\$4,100	\$9,800
37		\$5,300	\$4,100	\$9,400
38		\$3,750	\$3,700	\$7,450
39	Disabled	\$3,400	\$5,100	\$8,500
40		\$4,100	\$3,700	\$7,800
41		\$2,900	\$3,700	\$6,600
42		\$4,300	\$4,100	\$8,400
43		\$4,500	\$3,700	\$8,200
44		\$2,200	\$4,100	\$6,300
45		\$4,250	\$4,100	\$8,350
46		\$8,250	\$4,100	\$12,350
47		\$5,200	\$4,100	\$9,300
48		\$2,650	\$3,700	\$6,350
49		\$5,250	\$3,300	\$8,550
50		\$4,000	\$3,700	\$7,700

e) Bonus Relocation Benefit: In addition to the above proposed payment, the Park owner will agree to a bonus relocation benefit if the mobilehome owner/occupants are able to relocate within 90 days of the approval and adoption by the Planning Commission of the RIR resolution. This bonus relocation benefit would be negotiated on a case by case basis depending on the special needs/requirements of each mobilehome owner/occupant.

f) Relocation Specialist Services: Overland, Pacific and Cutler, Inc. or another relocation specialist designee of the applicant's approved by the Planning Division, shall assist the tenants at Bel Abbey Mobilehome Park in finding appropriate housing. The relocation specialist must make the relocation services

available to all tenants during sufficient hours to adequately serve the need of those being displaced from the park continuing up to the time the park is closed, whether at the conclusion of the six-month closure period, or longer (if the time period is extended with the City's approval). The services of the relocation specialist shall be paid for by the applicant.

The duties of the relocation specialist shall include, but not be limited to, the following:

1. Development of a program to conduct meetings with individual tenants to completely review the relocation benefits adopted by the City and determine the tenant's specific needs.
2. Survey mobilehome parks located in this region within a fifty (50)-mile radius of Bel Abbey Mobilehome Park to determine the current availability of new and used mobilehomes which may be for rent or purchase in comparable parks.
3. Survey the aforementioned areas to determine the availability of comparable apartments and condominiums (similar to the tenant's current unit in terms of the number of rooms) for rent or purchase, if sufficient mobilehome spaces are not available in comparable parks.
4. Provide referral services to federally assisted housing or wherever referrals to social service agencies are needed.
5. Maintain individual files on each mobilehome space in the park to document the progress of the relocation process, including benefit payment receipts, written offers of comparable mobilehome spaces, and other related information.
6. Administer the payment of relocation benefits to ensure the efficient and orderly disbursement of payments to residents. Provide documentation of the same to the City as required.
7. Verify whether any of the tenants qualify for additional benefits based upon age (62 years of age or older) or disability. In the event there are such qualifying households, ensure that they are informed about the availability of these additional benefits.

g) Comparable Space Provision: It is the applicant's responsibility, and that of the applicant's representatives, to make every reasonable effort to relocate the residents of each space in the park during the six (6) month park closure period to comparable space within a fifty (50)-mile radius. The alternate park must meet the following criteria:

1. Provide a space adequate to relocate the resident's existing mobilehome and all movable appurtenances.
2. The management of the alternate park must be willing to accept the resident's home as acceptable for relocation in regard to the age, style and physical condition of the unit.
3. The amenities of the alternate park must be equal or greater than Bel Abbey Mobilehome Park; however, the amenities should not be so extensive that the new rents are unreasonably higher because of added on-site facilities in the new park.

4. Although location in a rent-controlled community is not a requirement, the rents should be reasonable, and in reasonable conformity with rents for similar parks in the general area.
5. Regulations governing resident age and lifestyle issues, such as permission to keep pets on premises, should not restrict the displaced household from enjoying a similar lifestyle at the new park.
6. The parking facilities at the alternate park must be adequate to accommodate the resident's existing vehicles.
7. The alternate park should provide reasonable proximity to comparable shopping and medical facilities for the convenience of the relocated residents.
8. Any disputes about the adequacy or the comparability of the alternate park, including the type of services available in the community in which the alternate park is located, shall be submitted to the Planning Division for resolution.

It is noted that mobilehomes generally have no practical use when they cannot be placed in mobilehome park. This is because their main value is derived from their use as residences in a permanent location.

The relocation specialist shall allow the resident a minimum of five (5) days to visit the alternate comparable park and make a decision regarding whether to accept the new location. It is the responsibility of the relocation specialist to document in writing all offers for comparable spaces. If it is determined that due to the age or physical condition of the mobilehome/trailer coach/travel trailer unit it cannot be relocated, the tenant (owner of unit) shall be eligible for Last Resort Benefits. If the tenant (owner of unit) refuses to accept a valid, documented offer to relocate a movable unit to a comparable park within six-(6) month park closure period, the eligible tenant (owner of unit) shall forfeit all rights to claims for Last Resort Benefits. In this case, the tenant is eligible only for the appropriate lump sum (moving expenses) payment, and additional Dislocation Benefit payments for the elderly or disabled, if applicable.

h) Conclusion:

In order to proceed with the park closure, the applicant shall agree to all conditions as outlined in the adopted Planning Commission Resolution. In this case, the applicant shall complete the execution, recordation and filing of the Affidavit of Acceptance documentation with the Office of the Los Angeles County Recorder and with the Planning Division within thirty (30) days of that date that the Resolution becomes final (as noted above). If the affidavit of Acceptance is not filed within the thirty (30) days specified, the approval of this Resolution shall lapse.

Prior to the issuance of the Notice of Termination by the applicant, the park tenants eligible for relocation benefits (as specified in the adopted Planning Commission Resolution) may submit written requests to the applicant to the applicant and/or the relocation specialist to receive appropriate relocation benefits. Upon receipt of the written request, the applicant or relocation specialist shall be required to disburse the requested payments to the tenant within three (3) business days of the time they vacate the park. These relocation benefits may be disbursed prior to the actual vacation of the park provided that the displaced tenant provides assurances to the satisfaction of the Planning Division that

adequate arrangements have been made to vacate the park and that advance funding is needed to pay the relocation expenses.

Within three (3) business days of the date that the applicant transmits the Notice of Termination to the park tenants, the applicant shall deposit funds into an interest bearing account to cover the initial relocation-related benefit payments. This account shall be established per the directions of the Economic Development Department, City of Carson.

If relocation payments to the tenants are delayed, the applicant shall pay each household an additional relocation benefit of \$75 per diem for each calendar day in excess of the initial three (3) business day's payment period. This additional relocation benefit is provided for lodging and any other expenses which may occur as a result of the delay in disbursement of the relocation benefits during the actual move of the displaced tenant to a new location. If the delay prevents relocation to a space in a comparable mobilehome park, the tenant (owner of unit) shall be entitled to Last Resort Benefits.

The Planning Commission finds that the above described measures for mitigating the adverse impacts of the park closure on the displaced tenants are reasonable and do not exceed the reasonable costs of relocation.

The subject mobilehome park shall not be closed until all tenants (resident and non-resident) have received the relocation assistance set forth above. No tenant may be required to move prior to the end of the six (6)-month closure period, which commences after each tenant is given the Notice of Termination, as required by Section 798.56 and 798.57 of the California Civil Code. Said notice shall not be given prior to the date the adopted Planning Commission Resolution becomes final. This Resolution shall be final at the termination of the fifteen (15) day appeal period, if an appeal had not been filed within that period.

Section 8. The Secretary shall certify to the adoption of the Resolution and shall transmit copies of the same to the applicant.

Section 9. This action shall become final and effective fifteen days after the adoption of this Resolution unless within such time an appeal is filed with the City Clerk in accordance with the provisions of the Carson Municipal Code.

PASSED, APPROVED AND ADOPTED THIS 25TH DAY OF NOVEMBER, 2008.

CHAIRMAN

ATTEST:

SECRETARY

(f) 5110-001

LAW OFFICES
GILCHRIST & RUTTER
PROFESSIONAL CORPORATION

WILSHIRE PALISADES BUILDING
1299 OCEAN AVENUE, SUITE 900
SANTA MONICA, CALIFORNIA 90401-1000

TELEPHONE (310) 393-4000
FACSIMILE (310) 394-4700
E-MAIL: rclose@gilchristutter.com

March 7, 2013

William W. Wynder, Esq.
Aleshire & Wynder, LLP
18881 Von Karman, Suite 1700
Irvine, CA 92612

Re: Rancho Dominguez Mobile Home Park

Dear Bill:

Since our last meeting I have worked with Robert Spencer the managing partner for Rancho Dominguez Mobile Home Park. Our purpose was to develop a closure program utilizing the concepts we discussed at our last meeting.


Enclosed is a letter and enclosures from Robert Spencer outlining a new plan for the closure.

The enclosed plan outlines the costs of closure and relocation and the rental program commensurate therewith.

I suggest that we meet to discuss the proposal. Does Tuesday, March 19, 2013 at Carson City Hall work for you?

Very truly yours,

GILCHRIST & RUTTER
Professional Corporation



Richard H. Close
Of the Firm

Enclosures
338053_1
1234.001

cc: Sheri Repp-Loadsman, City of Carson, Planning Officer (w/encl.)

LAW OFFICES
GILCHRIST & RUTTER
PROFESSIONAL CORPORATION

WILSHIRE PALISADES BUILDING
1299 OCEAN AVENUE, SUITE 900
SANTA MONICA, CALIFORNIA 90401-1000

TELEPHONE (310) 393-4000
FACSIMILE (310) 394-4700
E-MAIL: rclose@gilchristutter.com

June 27, 2013

VIA E-MAIL AND U.S. MAIL

Sheri Repp-Loadsman
City of Carson, Planning Department
701 E. Carson Street
P.O. Box 6234
Carson, California 90749

Re: Rancho Dominguez Mobile Home Park

Dear Sheri:

We have given thought to the City's proposed percentage based formulas for the closure of Rancho Dominguez Mobile Home Park.

After much consideration, our client developed a new method to achieve a compromise with the City, keeping rent increases within the scope of historical average increases in the Park (as reported by Ken Freschauf), and creating a "closure fund" for direct costs related to homeowner compensation, relocation assistance and mobilehome hazardous materials mitigation and disposal of home pursuant to state and federal laws.

The proposal is enclosed, which, under a ten-year plan includes the following key points:

1. Annual rent increases will be fixed at the historic average rate of 6.2%, consistent with previous increases granted by the Carson Mobilehome Rent Review Board;
2. A closure fund will be created through a supplemental charge of \$154/month for each space. 100% of this amount would be put in trust for this purpose;
3. RDME would put the same amount for each park-owned home into the closure fund, the same as the other homeowners;
4. All funds from the supplemental charge would be applied to closure no later than 2023;
5. The settlement would require a stipulation that RDME may close the park at any time upon six months notice to the homeowners. Any remaining resident-owned homes would then receive compensation according to the settlement and the property would be redeveloped according to the current zoning.

Sheri Repp-Loadsman

June 27, 2013

Page 2

The calculations previously provided to you anticipated a closing within ten years. The City had indicated they would prefer a closing in three to five years. Our client ran figures for the revised plan based on a five year period, a seven year period, and a ten year period. You will see on the enclosed chart that based on closing in five years, the rents increases are quite high. The seven year formula is somewhat more manageable. However, the steeper increases in the five or seven year plans would be a significant hardship for the homeowners.

Clearly the ten year plan remains the most affordable for the residents, while achieving the overall goal of building a fund for homeowner compensation/relocation. Therefore, we continue to recommend closure in ten years.

The City needs to recognize that our client may be facing significant liability in assuming responsibility for the closure. Once the closure date is settled and put in motion, there will undoubtedly be some residents who will look for legal means to fight the closure, which will mean additional legal costs and potentially additional settlement costs. For the most difficult residents, it may be necessary to "sweeten the pot" above the proposed figures in order to get them to move.

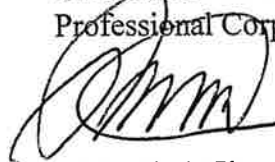
Moreover, as we know has occurred historically with other park closures, there is a very high risk that the residents will seek to find any means to pursue a failure to maintain action against the park – even with a consistent park maintenance program. This means that the park owner will need to continue his investment in maintaining the park streets and facilities at a high level until every resident has moved out of the park. That is expensive when there are few residents in the park.

The park owner must be financially prepared for all possible scenarios. This means funds for continued maintenance expense, as well as legal costs and potential settlement costs to mitigate this risk. Since we assume the City is not willing to indemnify the park owner, the fund will need to be sufficient to cover our client's financial and legal exposure.

I suggest that the three of us meet on Tuesday, July 9 at 1:30 pm to discuss the revised plan.

Very truly yours,

GILCHRIST & RUTTER
Professional Corporation



Richard H. Close
Of the Firm

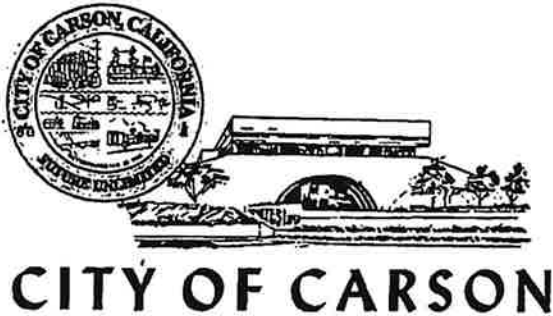
Sheri Repp-Loadsman
June 27, 2013
Page 3

Enclosures

cc: Ken Freschauf (w/encl. Via E-mail & U.S. Mail)
William W. Wynder, Esq. (w/encl. Via E-mail & U.S. Mail)

10-YEAR PLAN				
YEAR	AVERAGE RENT with 6.2% increase	CLOSURE FUND CHARGE	TOTAL MONTHLY PAYMENT	CLOSURE FUND ANNUAL ACCRUAL
2013			\$458.25	
2014	\$486.66	\$154.00	\$640.66	\$149,688.00
2015	\$516.83	\$154.00	\$670.83	\$149,688.00
2016	\$548.88	\$154.00	\$702.88	\$149,688.00
2017	\$582.91	\$154.00	\$736.91	\$149,688.00
2018	\$619.05	\$154.00	\$773.05	\$149,688.00
2019	\$657.43	\$154.00	\$811.43	\$149,688.00
2020	\$698.19	\$154.00	\$852.19	\$149,688.00
2021	\$741.48	\$154.00	\$895.48	\$149,688.00
2022	\$787.45	\$154.00	\$941.45	\$149,688.00
2023	\$836.27	\$154.00	\$990.27	\$149,688.00
				\$1,496,880.00

7-YEAR PLAN				
YEAR	AVERAGE RENT with 6.2% increase	CLOSURE FUND CHARGE	TOTAL MONTHLY PAYMENT	CLOSURE FUND ACCRUAL
2013			\$458.25	
2014	\$486.66	\$220.00	\$706.66	\$213,840.00
2015	\$516.83	\$220.00	\$736.83	\$213,840.00
2016	\$548.88	\$220.00	\$768.88	\$213,840.00
2017	\$582.91	\$220.00	\$802.91	\$213,840.00
2018	\$619.05	\$220.00	\$839.05	\$213,840.00
2019	\$657.43	\$220.00	\$877.43	\$213,840.00
2020	\$698.19	\$220.00	\$918.19	\$213,840.00
				\$1,496,880.00
5-YEAR PLAN				
YEAR	AVERAGE RENT with 6.2% increase	CLOSURE FUND CHARGE	TOTAL MONTHLY PAYMENT	CLOSURE FUND ACCRUAL
2013			\$458.25	
2014	\$486.66	\$308.00	\$794.66	\$299,376.00
2015	\$516.83	\$308.00	\$824.83	\$299,376.00
2016	\$548.88	\$308.00	\$856.88	\$299,376.00
2017	\$582.91	\$308.00	\$890.91	\$299,376.00
2018	\$619.05	\$308.00	\$927.05	\$299,376.00
				\$1,496,880.00



January 11, 2016

Dear Mobilehome Park Resident,

As you may be aware, on December 15, 2015, the Carson City Council approved an Urgency Ordinance establishing a 45-day moratorium on the closure of mobilehome parks. City Council will consider *extending* the Ordinance at its meeting on January 19, 2016. The extension would allow sufficient time to study the issue and develop a new ordinance. The meeting begins at 6:00 p.m. and is held at Carson City Hall, 701 East Carson Street, Carson.

There was some urgency in adopting the moratorium. In a recent newspaper article one attorney for several Carson mobilehome parks said that many park owners are considering closure as an option due to recent developments in California mobilehome park law. Further, at the November, 2015 Carson Mobilehome Park Rental Review Board meeting, several park residents informed the City Attorney that two other parks recently sold and residents there were concerned that the new park owner might close them. The closure of some or all of the City's mobilehome parks could be detrimental to hundreds of seniors and those on fixed incomes.

The City's mobilehome park closure ordinance has not been updated since 1992. The City will review and consider options for amending the City's existing closure regulations and study the potential effects of park closure, to ensure that maximum possible protections are in place for mobilehome park residents in the event of a park closure, while simultaneously preserving the rights of mobilehome park owners. The moratorium would maintain the mobilehome park status quo until any amendments the City Council may choose to adopt take effect.

During the duration of the moratorium, no applications for the closure of a mobilehome park could be approved, nor could any permit necessary for such a closure be issued. The moratorium does not prevent an individual mobilehome resident from selling his or her own unit within a park, nor does it affect the existing mobilehome rent control ordinance. As an individual resident, you should not be affected by the moratorium, except for reduced risk of park closure.

Furthermore, during the moratorium period, City staff will also be meeting with stakeholders. We hope to be able to bring the ordinance changes back to the City Council as soon as possible.

Sincerely, ..

Kenneth C. Farfing
City Manager



February 22, 2019

VIA FEDERAL EXPRESS

Thomas W. Casparian, Esq.

Direct Phone 310-460-4471
Direct Fax 310-594-3082
tcasparian@cozen.com

Saied Naaseh
Director of Community Development
City of Carson
701 E. Carson Street
Carson, CA 90745

**Re: Rancho Dominguez Mobile Estates
Development Application (Relocation Impact Report)**

Dear Mr. Naaseh:

Please accept for filing the enclosed Development Application for approval of a Relocation Impact Report ("RIR") required by city ordinance prior to closure of Rancho Dominguez Mobile Estates (the "Park").

The Application lists attorney Richard H. Close as the "main contact person." However, please note that pursuant to Government Code section 65863.7, subd. (i), the City of Carson, and not the property owner, is the entity proposing the change in use for the purposes of preparing the required impact report and is the entity required to take steps to mitigate the adverse impact of the change on the Park's displaced residents. The change of use is the result of a city "zoning or planning decision, action, or inaction."

Pursuant to Government Code section 65863.7, subd. (g), any fees to cover costs incurred by the local agency in implementing the statute shall be paid by the person or entity proposing the change in use. Here, the City is the entity proposing the change in use and is responsible for the payment of any processing or filing fees.

Please contact myself or Richard Close with any questions.

Sincerely,

COZEN O'CONNOR

A handwritten signature in blue ink, appearing to read "Thomas W. Casparian", written over a horizontal line.

Thomas W. Casparian

Enclosure

LEGAL\40082090\1



CITY OF CARSON

Development Application

Community Development Department

Planning Division
701 East Carson Street
Carson, CA 90745
(310) 952-1761

<http://www.ci.carson.ca.us>

I. Property Information

Address and/or APN: 435 East Gardena Boulevard, Carson, CA APN: 6125-013-010
Existing Use: Mobilehome Park Existing Zoning: ML - Light Industrial

II. Proposed Project

Describe Project and Potential Use (Attach additional sheets if necessary): Mobilehome park closure.
Pursuant to Government Code section 65863.7, the City of Carson is the entity proposing the change in use for the purpose of preparing the required impact report and is required to take steps to mitigate the adverse impact of the change on the ability of displaced mobilehome park residents to find adequate housing in a mobilehome park, if any are required.

III. Applicant Information

Main Contact Person (Applicant/Representative): Richard H. Close, Esq.

Address: 1299 Ocean Avenue, Suite 900

City/State/Zip Code: Santa Monica, CA 90401

Phone Number: (Day) (310) 393-4000 (Mobile)

Fax Number: _____ E-Mail Address: rclose@cozen.com

City Staff Use Only

Received By: _____ Date: _____
Amount Paid: _____ Case Planner: _____
Case No(s): _____ Related Case No(s): _____
Counter Map: ☐ Database: ☐

Property Owner: Carter-Spencer Enterprises LLC	
Address: 60 W. 57th Street, #17L	
City/State/Zip Code: New York, NY 10019	
Phone Number: (Day)	(Mobile)
Fax Number:	E-Mail Address:

Architect/Contractor:	
Address:	
City/State/Zip Code:	
Phone Number: (Day)	(Mobile)
Fax Number:	E-Mail Address:

Engineer/Licensed Surveyor:	
Address:	
City/State/Zip Code:	
Phone Number: (Day)	(Mobile)
Fax Number:	E-Mail Address:

IV. Type of Application

(Check all boxes that apply)

- | | | |
|--|--|--|
| <input type="checkbox"/> Certificate of Compliance | <input type="checkbox"/> Interpretation | <input type="checkbox"/> Specific Plan |
| <input type="checkbox"/> Conditional Use Permit* | <input type="checkbox"/> Landscape Permit (> 2500 SF) | <input type="checkbox"/> Tentative Tract/Parcel Map* |
| <input type="checkbox"/> Conditional Use Permit for Shared Parking | <input type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Zone Change* |
| <input type="checkbox"/> Development Agreement | <input type="checkbox"/> Modification of Permit | <input type="checkbox"/> Zoning Ordinance Amendment |
| <input type="checkbox"/> Environmental Assessment | <input type="checkbox"/> Ordinance Amendment | <input type="checkbox"/> Variance* |
| <input type="checkbox"/> EIR | <input type="checkbox"/> Parcel Merger | <input type="checkbox"/> Appeal of P.C. Decision |
| <input type="checkbox"/> Extension of Nonconforming Privilege* | <input checked="" type="checkbox"/> Relocation Impact Report | <input type="checkbox"/> Appeal of Staff Decision |
| <input type="checkbox"/> Extension of Time | <input type="checkbox"/> Relocation Review | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Sign Program* | |
| | <input type="checkbox"/> Site Plan and Design Review* | |
- * Additional materials required

V. Owner Signatures and Certification

As the Property Owner, I grant my consent to have the Applicant, listed above, to take responsibility in processing the proposed project described above. This application and all the required materials are certified to be true and correct to the best of my knowledge and belief.

Owner(s) Signature

Robert Spencer, on behalf of Owner, Carter-Spencer Enterprises LLC

Owner(s) (Please print)

Date

12-FEB-2018



April 5, 2019

VIA EMAIL AND FEDERAL EXPRESS

Thomas W. Casparian, Esq.

Direct Phone 310-460-4471

Direct Fax 310-594-3082

tcasparian@cozen.com

McKina Alexander
Associate Planner
City of Carson – City Hall
701 E. Carson Street
P.O. Box 6234
Carson, CA 90749
E-Mail: malexand@carson.ca.us

**Re: Relocation Impact Report (RIR) No. 4-19
Closure Request for Rancho Dominguez Mobile Estates
425-435 East Gardena Boulevard**

Dear Ms. Alexander:

We have received your letter to Richard H. Close, Esq. dated March 26, 2019 (your "Letter"), which responds to the Development Application form submitted by this firm on behalf of the owner of Rancho Dominguez Mobile Estates (the "Park") for the park's closure/change of use/conversion. In short, your Letter purports to require the Park owner to submit items, including a filing fee and a Relocation Impact Report, that are required under Carson's Municipal Code of an applicant proposing such a closure. However, as was clearly set forth by the Park owner in its submission of the City's Development Application form, the City, not the Park owner, is the applicant proposing the closure under state and local law.

The Development Application form stated, "Pursuant to Government Code section 65863.7, the City of Carson is the entity proposing the change in use for the purpose of preparing the required impact report and is required to take steps to mitigate the adverse impact of the change on the ability of displaced mobilehome park residents to find adequate housing in a mobilehome park, if any are required." Your Letter did not respond to or otherwise address this fact and the underlying legal authority.

As you are likely aware, prior to the City of Carson's incorporation, mobilehome parks in what is now the City of Carson could be located in light manufacturing zones (formerly known as M-1 zones, now re-designated as ML zones) so long as they were issued a "use variance." These use variances did not have an expiration date. The Park has such a use variance.

However, after the City was incorporated, the City adopted Ordinance No. 77-413 (the "Ordinance") in 1977. The Ordinance held that mobilehome parks were no longer permitted in manufacturing-zoned districts. (Carson Municipal Code § 9141.1) Mobilehome park usage in

LEGAL\40626209\1

these zones therefore became “legal, nonconforming.”¹ The Ordinance granted a period of thirty-five (35) years, from October 1977, for the amortization of the legal, nonconforming use, after which time the nonconforming use would be terminated or made conforming. The thirty-five (35) year period for the Park expired in November 2012. Prior to that date of expiration, the owners of Rancho Dominguez requested that the City extend the Park’s legal, non-conforming use for a period not to exceed twenty (20) additional years. However, the City failed to grant any extension or to otherwise make the use conforming. Accordingly, the Park’s closure is the result of the City’s zoning or planning decision, action and/or inaction.

The City’s relevant Municipal Code provision states, “Prior to the conversion of a mobile home park [including the closure thereof]...**the person or entity (hereinafter “the applicant”) proposing such conversion** shall file an application with the City and obtain approval from the City of a relocation impact report (RIR) in accordance with the provisions contained in this Section.” (Carson Municipal Code § 9128.21 [emphasis added]).

The Municipal Code further states that, “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...” (Carson Municipal Code § 9128.21(E).) The Municipal Code concludes that “[t]he 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.” (*Id.*)

Notably, the statutory provision cited in the City’s Municipal Code, Government Code section 65863.7, subd. (i), provides as follows:

This section is applicable when the closure, cessation, or change of use is the result of a decision by a local governmental entity or planning agency not to renew a conditional use permit or zoning variance under which the mobilehome park has operated, or as a result of any other zoning or planning decision, action, or inaction. **In this case, the local governmental agency is the person proposing the change in use for the purposes of preparing the impact report required by this section and is required to take steps to mitigate the adverse impact of the change as may be required in subdivision (e).** (Emphasis added.)

Pursuant to Section 65863.7(i) of the Government Code, the City – not the Park owner – is the “person proposing the change in use” and is therefore responsible for preparing the impact report and taking the steps necessary to mitigate the adverse impact of the change. Indeed, the City’s own Municipal Code provides that “the person or entity (hereinafter “the applicant”) proposing such conversion” is responsible for preparing the RIR and taking mitigation measures. Accordingly, under both state law and the City’s own Municipal Code, the City, and not the Park owner, is required to prepare any necessary impact reports and to mitigate any adverse impact of the Park’s closure. Items 1-6 in your Letter, therefore, are the responsibility of the City. Please note, however, that the Park’s owner has offered to cooperate fully and lend assistance to the City where appropriate.

¹ A legal, nonconforming use is “one that existed lawfully before a zoning restriction became effective and that is not in conformity with the ordinance when it continues thereafter.” (*Bauer v. City of San Diego*, 75 Cal. App. 4th 1281, 1285 fn. 1 (1999).)

Finally, in response to Item 7, at this time the Park owner seeks only to have the park closed so that it is no longer operating out of compliance with CMC § 9141.1. We would welcome discussions with the City regarding other uses the Property may be put to.

Accordingly, please fulfill the requirements of CMC § 9128.21 without further delay. All rights of the Park owners are expressly reserved.

Sincerely,

COZEN O'CONNOR



Thomas W. Casparian, Esq.

cc: Richard H. Close, Esq.
Jeff Malawy, Esq., Ass't City Attorney



**ALESHIRE &
WYNDER LLP**
ATTORNEYS AT LAW

ORANGE COUNTY | LOS ANGELES | RIVERSIDE | CENTRAL VALLEY

bjones@awattorneys.com

18881 Von Karman Avenue,
Suite 1700
Irvine, CA 92612
P (949) 223-1170
F (949) 223-1180

AWATTORNEYS.COM

April 30, 2019

VIA E-MAIL AND U.S. MAIL

Richard H. Close
Thomas W. Casparian
Cozen O'Connor
1299 Ocean Avenue, Suite 900
Santa Monica, CA 90401
E-Mail: rclose@cozen.com;
tcasparian@cozen.com

Re: **Relocation Impact Report No. 4-19
Closure Request for Rancho Dominguez Mobile Estates
425-435 East Gardena Boulevard**

Dear Messrs. Close & Casparian:

The City of Carson ("City") is in receipt of your letter dated April 5, 2019 ("Letter") regarding the above-referenced closure application for Rancho Dominguez Mobile Estates ("Rancho Dominguez" or the "Park"). The purpose of this letter is to: (1) respond to your Letter, specifically in regards to your contention that the City is the "person proposing the change in use" for purposes of Government Code Section 65863.7(i), and is therefore responsible for preparing the required relocation impact report ("RIR") and taking the steps necessary to mitigate the relocation impacts of the closure (collectively sometimes referred to as the "relocation obligations"); and (2) notify your client, the owner of Rancho Dominguez ("Owner"), that its closure application remains incomplete.

The Letter states that City Ordinance No. 77-413 granted a period of thirty-five (35) years, from October 1977, for the amortization of Rancho Dominguez as a legal nonconforming use, that the 35-year period expired in November 2012, and that despite the Owner's requests, the City failed to grant any extension or to otherwise make the Park's use conforming. The Letter further states that accordingly, Rancho Dominguez' closure is the result of the City's zoning or planning decision, action or inaction, meaning the City is the "person proposing the change in use" responsible for the relocation obligations in connection with the proposed closure pursuant to Government Code Section 65863.7(i).

Taking the factual assertions in the Letter as true, the Letter fails to address the missing link in the causal chain that is necessary to support your client's position that the closure is the "result" of the City's planning or zoning actions or decisions: *enforcement action*. That is, the City has

Richard H. Close
Thomas W. Casparian
April 30, 2019
Page 2

not ordered, requested, or pressured the Owner to close the Park in any way or at any time since expiration of the 35-year period specified in the City's zoning ordinance.¹ Indeed, the application comes as a surprise to the City, as it was not preceded by any communications on the issue between the City and the Owner.

To be clear, the City is not ordering or requesting the Owner to close the Park at this time. Accordingly, the Owner is free to withdraw its application and abandon the proposed closure if it wishes to do so.

Because the Owner is not being compelled to close the Park, the proposed closure is the result of the Owner's own choice, not any decision, action or inaction of the City. The voluntary nature of the Owner's decision is highlighted by the fact that the Park became an illegal land use in 2012, and yet the Owner did not propose closure until February 2019, over six years later. If the Park's closure were a necessary "result" of illegal land use status unaccompanied by any enforcement action, the Owner would have been obligated to submit its closure application when that illegal status attached, not 6+ years later. Therefore, the Owner's decision to do so now is clearly the result of its own free will, likely based on a desire to convert the land use to one that is more profitable for the Owner without having to bear responsibility for the consequences. Accordingly, the Owner, not the City, is the "person proposing the change in use" responsible for all relocation obligations in connection with the proposed closure under Government Code Section 65863.7(i).

If and only if the City ever commences formal proceedings to enforce its zoning ordinance to terminate the Park's illegal land use, the City will then be amenable to engaging the Owner in further discussions on the topic of responsibility for relocation obligations in connection with closure of the Park.

Based on the foregoing, the Owner must submit an RIR pursuant to Government Code Section 65863.7(a) and containing all required information and materials set forth in Carson Municipal Code Section 9128.21. The Owner has yet to submit any RIR, and therefore the application remains incomplete. In order to complete the application, the Owner must submit the information/documentation specified in the City's letter to you dated March 26, 2019, as follows:

- RIR

¹ The amortization period, as applied to the Park, remains ongoing, and will remain ongoing until the City compels the Owner to close the Park. *People v. Tolman*, 110 Cal.App.3d Supp. 6, 11 (1980). The 35-year period specified in the City's ordinance (Carson Municipal Code §9182.22(A)) is merely a minimum safe harbor period during which the City Council has formally indicated it will not pursue action to eliminate a nonconforming mobilehome park use.

- Submit a Relocation Impact Report consisting of all required information and materials (CMC Section 9128.21(C)).
- RIR Application Fee
- Questionnaire
 - Completed mobile home owner questionnaires using a questionnaire form approved by the City (CMC 9128.21(B));
 - Submit a proposed questionnaire form.
- Relocation Specialist
 - Indicate a relocation specialist for consideration;
 - The City is requiring the use of a relocation specialist, per CMC 9128.21(C)(12).
- Appraiser
 - Indicate two appraisers for consideration;
 - Note that the City may choose the appraiser and contract appraisal services, with payment made from the applicant's application deposit.
- Moving companies
 - Indicate two moving companies for consideration.
- CEQA Information
 - The project description in the application states "mobilehome park closure for potential redevelopment of site." What type of potential redevelopment does the applicant propose for the site? Please be as specific as possible, but we understand details may not be known at this time. It may be that only "commercial" or "residential" or "mixed use" development is known or contemplated at this early stage.

However, as noted above, the Owner need not proceed with Park closure at this time. As such, it may withdraw its application if it does not wish to take the steps necessary to complete it.

Lastly, the City is currently in the process of updating its General Plan. The General Plan update and related processes may or may not result in modifications to the City's current zoning standards regarding mobilehome park uses. The City has not yet determined what, if any, action it will take in regards to mobilehome park land use and zoning in connection with or related to the General Plan update, but the Owner is always welcome to participate in the City's public processes as it considers these issues moving forward.

Richard H. Close
Thomas W. Casparian
April 30, 2019
Page 4

Thank you for your attention to this important matter. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

ALESHIRE & WYNDER, LLP

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

Benjamin R. Jones, Esq.
Assistant City Attorney

JMM:BRJ

CC: Sunny Soltani, City Attorney
Jeff Malawy, Deputy City Attorney
McKina Alexander, Senior Planner



June 3, 2019

VIA EMAIL AND U.S. MAIL

Thomas W. Casparian, Esq.

Direct Phone 310-393-4000
Direct Fax 310-594-3082
tcasparian@cozen.com

Benjamin R. Jones, Esq.
Assistant City Attorney
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
E-Mail: bjones@awattorneys.com

**Re: Relocation Impact Report (RIR) No. 4-19
Closure Request for Rancho Dominguez Mobile Estates
425-435 East Gardena Boulevard**

Dear Mr. Jones:

We are in receipt of your April 20, 2019 letter regarding the above-referenced matter, which itself responded to our letter dated April 5, 2019.

We first note that your letter avoids confirming or denying the truth of the factual statements made in our letter regarding the City's historical actions in this matter. The history of the City's zoning and other decisions related to this matter are matters of public record, contained in the City's own files. Your letter's refusal to confirm the truth of the factual statements is a troubling indication of the City's good faith approach to this matter.

More importantly, your contention that the City must order or "request" the Owner to close the Park, or take some other "enforcement action" which you do not define, in order for the City to be the responsible party under Government Code section 65863.7 is clearly wrong under the plain language of the statute.

We note that you provide no legal authority whatsoever for your contention, only argument. Yet, your argument is directly refuted by the plain language of the statute. No action by the City is necessary for the City to be an agency proposing a change in use pursuant to Section 65863.7. To the contrary, the statute explicitly states that if the closure is the result of a decision, action, or *inaction* by the City, the City is responsible for mitigation. Your argument cannot be reconciled with this language.

Furthermore, your argument also improperly reads the statute as stating that it is applicable only when the "closure ... is the *necessary* result of" agency action. Yet, the statute does not indicate the closure must be the necessary result of the agency's action, but only that it is "a result" of any zoning or planning decision, action or inaction. Your argument, unsupported by any legal authority, is directly contradicted by the plain language of the state statute.

LEGAL\41296183\1

The current situation, caused entirely by the City's own actions and inaction, is untenable for the Park Owner and for the Park's residents. The City's neglect to enforce its own laws does not shield it from responsibility under the statute. The Owner is not required to wait until it has been subjected to fines or other penalties before the City is obligated to perform its duty under the law. Your letter's reference to the fact that the City is not ordering or requesting the Owner to close the park "at this time" is not a shield to the Owner's potential liability, and the Owner cannot be expected to bear the risk.

Furthermore, the City's decision to terminate the prior legal non-conforming use and its refusal to grant an extension of the temporary exemption has substantially damaged the property's value and the Owner's ability to sell it. It further prevents the Owner from being able to obtain financing for the Park necessary for infrastructure improvement and repairs. Without resolution, the Owner continues to suffer damages. In addition, the Park's residents cannot obtain financing for their homes, and the non-conforming use makes it impossible or extremely difficult for them to sell their homes or for potential new residents to finance a purchase.

Finally, your letter makes material mis-statements of fact, which appear to be the result of the City's failure to make even a good-faith analysis of its own file in this matter. Your letter states that "the City has not ordered, requested, or pressured the Owner to close the park in any way or at any time since the expiration of the 35-year period specified in the City's zoning ordinance." This is also plainly untrue. Then-City Attorney William Wynder and then-Director of Planning Sherri Repp-Loadsmen met with the Owner upon expiration of the legal, non-conforming use, indicated to the Owner that a zoning exemption extension would not be approved and the park would need to close, and alleged, among other things, that the Park's no-longer legal use constituted a "public nuisance" in addition to violating zoning law.¹ Again, just because the City has not yet taken official enforcement action, the Owner's decision to comply with the law and not to subject itself to the risk of liability, especially after the direct threats made by City officials, is certainly not "clearly the result of its own free will," as your letter unreasonably avers.

Accordingly, as stated earlier, pursuant to Section 65863.7(i) of the Government Code, the City – not the Park owner – is the "person proposing the change in use" and is therefore responsible for preparing the impact report and paying any required amounts to the tenants pursuant to the City's Ordinance. Please inform us immediately that the City will perform its legal duty pursuant to state law, as the Park's Owner has offered to cooperate fully and lend assistance to the City where appropriate.

¹ We also note that the City sent the Owner a letter in April 2000 that stated, "[U]nless a time extension is requested by the park owner(s) and granted by the City, the park must cease existence by November, 2012." (Emphasis added.) Furthermore, there is no legal support for your letter's assertion that the 35-year expiration period for the legal, non-conforming use "is merely a minimum safe harbor period during which the City Council has formally indicated it will not pursue action to eliminate a nonconforming mobilehome park use." To the contrary, that contention is plainly wrong and is directly refuted by the ordinance, which states that such use was legal for the 35-year period, not that the City would not take action (no action could be taken to eliminate a legal use), and explicitly contains an expiration of that legal use, not a "minimum" period. The City's subsequent statements regarding Rancho Dominguez have also made clear the City does not recognize any current "safe harbor."

Benjamin R. Jones, Esq.
June 3, 2019
Page 3

Sincerely,

COZEN O'CONNOR



Thomas W. Casparian, Esq.

cc: Richard H. Close, Esq.
Jeff Malawy, Esq., Ass't City Attorney
McKina Alexander, Senior Planner



December 30, 2020

VIA EMAIL AND FEDERAL EXPRESS

Thomas W. Casparian, Esq.

Direct Phone 310-460-4471
Direct Fax 310-594-3082
tcasparian@cozen.com

McKina Alexander
Associate Planner
City of Carson – City Hall
701 E. Carson Street
P.O. Box 6234
Carson, CA 90749
E-Mail: malexand@carson.ca.us

**Re: Relocation Impact Report (RIR) No. 4-19
Closure Request for Rancho Dominguez Mobile Estates
425-435 East Gardena Boulevard**

Dear Ms. Alexander:

We received your letter to Richard H. Close, Esq. dated November 24, 2020 (your “Incompleteness Letter”), which purports to deem as incomplete RIR No. 4-19 (the “RIR”) and fails to set a timely hearing by the City’s Planning Commission for the RIR’s approval. We have also recently received your December 23, 2020 letter to the same effect.

Together with this letter, we are filing a revised RIR that provides the information your letter contends is omitted. Additionally, as your December 23rd letter recognizes, other items requested in your November 24th letter were previously provided. Please deem the RIR complete immediately and set this matter for hearing before the Planning Commission.

The RIR “incompleteness” items are addressed below:

1.B: *“Please provide confirmation that questionnaires were given to each resident in accordance with §9128.21(B) and that all completed or partially completed questionnaires have been submitted to the City.”*

The questionnaires for space nos. 56, 64, 65, and 80, together with a revised questionnaire data chart, were provided to Staff on 12/01/20 as acknowledged by Staff’s response letter dated 12/23/20.

1.C.4: *“Please submit a corrected confidential tenant spreadsheet.”*

A revised Confidential Tenant Spreadsheet was provided to Staff on 12/01/20 as acknowledged by your letter dated December 23, 2020.

1.C.7: *“Please submit a corrected confidential tenant spreadsheet.”*

LEGAL\50235979\1

A revised Confidential Tenant Spreadsheet was provided to Staff on 12/01/20 as acknowledged by your letter dated December 23, 2020.

1.C.1: Due to the passage and impending effectiveness of AB 2782, you are required to submit the following information (in addition to the other information/items specified in this letter) in order to complete your RIR application: (1) information as to whether or not the intended or anticipated future use of the subject property would include or contribute to housing opportunities or choices for low- and/or moderate-income households within the City. Submittal of this information is necessary to enable the City to fully evaluate your RIR application.

This information is not required under current law. As even your letter notes, at 1.C.1: "Description of Proposed New Use", this item is "Complete." Denial of a completeness determination and refusal to set the RIR for Hearing approval under the time limits required by law until information that is *not* required under current law is provided is unjustified and wrongful.

Irrespective, an amended RIR containing the information requested is included herewith. The following language has been added:

The Park Owner anticipates developing the property into denser workforce housing and possible mixed-use appropriate to the industrial location, where the Park remains an underdeveloped parcel. Attached as Exhibit "I" is a site/yield study commissioned by Park Owner and produced by Withee Malcolm Architects, LLP, demonstrating potential redevelopment of the Property from 81 mobilehome spaces into 174 1-, 2-, and 3-bedroom apartments, thereby more than doubling the current housing provided by the Property. Accordingly, the anticipated future use of the Property would include and contribute to housing opportunities for low- and moderate-income households within the City of Carson and would not materially contribute to a shortage of housing opportunities for low- and moderate-income households.

1.C.11: The RIR improperly purports to condition the proposed "relocation mitigation measures" upon City approval of the RIR by December 31, 2020, stating that if City does not do so, applicant will seek to hold City responsible for any required relocation impact mitigation measures. [¶] Specifically, the RIR, on page 14, provides, "the City is the 'person proposing the change of use' of Rancho Dominguez Mobile Estates because its closure is the result of a 'zoning or planning decision, action or inaction' and it is required to take steps to mitigate the adverse impact of the closure on Park residents, pursuant to Government Code section 65863.7(i). However, if this Impact Report is finally approved by the City no later than December 31, 2020, the Park Owner agrees to provide the following relocation costs, relocation assistance, and additional benefits to the mobile home resident-owners without reimbursement from the City..." (emphasis added). [¶] This tactic renders the proposed mitigation measures illusory, used as a means of seeking to coerce or induce the City into eschewing proper exercise of its police power. The City is legally prohibited from contracting or otherwise bargaining away its away its municipal or governmental functions or its right to exercise its police power, and any action which amounts to an abdication of the police power or an agreement to surrender, abnegate, divest, abridge, impair, or bargain away control of its police power or municipal or governmental function would be invalid. The proposed "relocation mitigation measures" represent nothing more than a bad faith attempt to leverage the park owner's perceived potential legal claims against the City related to Gov't Code §65863.7(i) to

induce the City to summarily approve the RIR on the park owner's desired timeline rather than properly considering, evaluating and acting upon the RIR in accordance with its authority and timelines under applicable law. [¶] The City cannot agree to applicant's proposed terms without illegally compromising the City's police power at the expense of the welfare of its residents. Additionally, such an action would contravene the legislative intent of AB 2782. Any action taken by City will and must be pursuant to the full and free exercise of its police power and in accordance with applicable law. The City cannot do, or promise or agree to do, anything to the contrary. Moreover, the City has already made its position clear that it is not the "person proposing the change of use" for purposes of Section 65863.7(i), and that the land use or zoning status of the park may soon be changed as part of the City's general plan update process or otherwise.

We disagree. The law is clear that under the circumstances, "the local governmental agency is the person proposing the change in use for the purposes of preparing the impact report required by [Government Code section 65863.7] and is required to take steps to mitigate the adverse impact of the change as may be required in subdivision (e)." (Gov't Code, § 65863.7(i), as current and as effective after Jan. 1, 2021.)

City has repeatedly failed and refused to comply with its obligations to provide an impact report and mitigation measures to the Park's residents pursuant to Government Code section 65863.7(i) despite its clear obligation to do so and repeated demands from the Park Owner. City has failed and refused to conform the zoning status of the Park or to grant a use permit, and has itself asserted to the Park Owner and the Park residents that the Park must be closed. City's vague claim, after 18 years, that "the land use or zoning status of the park *may* soon be changed as part of the City's general plan update process or otherwise" is meaningless. Indeed, it has been 22 months since Rancho Dominguez filed an Application for closure, re-asserting that City is responsible for preparation of the impact report and to provide mitigation measures because the "closure, cessation, or change of use is the result of a decision by a local governmental entity or planning agency not to renew a conditional use permit or zoning variance under which the mobilehome park has operated, or as a result of any other zoning or planning decision, action, or inaction" (Gov't Code, § 65863.7(i)). Since then, City has taken no action, and still cannot say it will.

Park Owner has no legal obligation to provide any mitigation measures under these circumstances, but has agreed to do so, up to a reasonable point. Indeed, the mitigation benefits Park Owner has agreed to provide, without seeking reimbursement from the City, are those same measures the City required of the last mobilehome park closure that resulted from expiration of its legal use, at Bel Abbey. If City, in a proper (as limited under law) exercise of its police power determines that further mitigation or other measures are warranted, it remains free to provide them, as it is obligated to do pursuant to Government Code section 65863.7(i). Irrespective, Park Owner agrees to remove any condition for a certain timeline for approval (other than that which it asserts is required by law), and has amended the RIR accordingly.

Perhaps most important, City's purported disagreement with Park Owner regarding City's legal obligation does not render the RIR "incomplete." Park Owner cannot be forced to withdraw its legal contentions or absolve the City of its legal obligations in order to have its Application deemed complete and obtain a timely hearing thereon. Accordingly, Park Owner renews and restates its demand that a hearing before the Planning Commission be set at its next scheduled meeting.

As the record already clearly shows, City is engaging in a scheme and course of conduct to delay, obstruct and unreasonably burden the park closure because it is politically unpopular and to avoid its own obligations under state law, and to delay the Application indefinitely, or at least until new law comes into effect on January 1, 2021. All rights of the Park Owner are expressly reserved.

Sincerely,

COZEN O'CONNOR



Thomas W. Casparian, Esq.

cc: Richard H. Close, Esq.
Benjamin R. Jones, Esq., Ass't City Attorney

4-24-21

Paula + Angel Goyco
Space 28 - RDME

①
pg 4

Since this was zoned as an Industrial Area and the City was putting an end to Mobile Home Park, how is it now that the City is allowing Apartment Bldg's to be constructed on site now, and put a closure to Mobile Homes?

② page 12 of Impacts and Proposed Mitigation Measures paragraph 2
again the City is the PERSON PROPOSING THE change of RDME, because the CLOSURE IS THE RESULT OF A ZONING or PLANNING Decision ACTION.... "So again who wants to be rid of 324 plus TENANTS who are citizens of Carson

③ If a Tenant is moving to Hawaii, will they have MOVING Expense Allowance?



DATE: April 25, 2021

TO: McKina Alexander

FROM: Jan Smith, Rancho Dominguez Mobile Estates, Space #29

RE: Notice of Public Hearing – Relocation Impact Report No. 4-19 (Rancho Dominguez Mobile Estates)

The following statements and questions are in reference to the Notice of Public Hearing, Revised Notice of Public Hearing, letter from the City of Carson, dated February 22, 2021, Relocation Impact Report, and Individual Home Appraisal Summary.

(1.) In the letter from the City of Carson, dated February 22, 2021, paragraph 2 states, “On February 22, 2019, the Park owner, Carter-Spencer Enterprises LLC, via applicant Richard H. Close, Esq., filed an application with the City for approval of Relocation Impact Report No. 4-19 for the Park. The revised and current Relocation Impact Report was submitted to the City on December 30, 2020 (“RIR”). The RIR provides information to Park residents and the City concerning the impacts of the Park closure on residents, and proposes measures to mitigate those impacts. A copy of the RIR is enclosed.”

Question 1: Why is it that the residents of the Park were not even notified by the Park owners until October 4, 2019 that they intended to close the park? That is when we received a Notice of Informational Meeting and Notice of Submission of Application for Closure from Rancho Dominguez Mobile Estates (RDME).

Question 2: Why didn’t the residents of the Park receive a letter from the City of Carson and RDME notifying us that an application for approval of a Relocation Impact Report had been submitted to the City in February 2019, accompanied by a copy of the RIR?

Statement: The Park owners and management have always tried to reassure the residents that their attorneys were working with the City’s attorneys to keep the Park open, even though in 2012 the waiver from the zoning expired. On the other hand, the Park owners would use scare tactics and manipulation to get homeowners to sell their homes to the Park for pennies on the dollar, to in return, rent them out for 4 to 5 times the cost of space rent. I believe I can safely say that none of the Resident homeowners of the Park believe that the Park owners have the Resident’s best interest at heart.

(2.) In the Revised Notice of Public Hearing, dated February 24, 2021, paragraph 5 states in part, “The proposed Park closure would allow the Park owner, Carter-Spencer enterprises LLC (“Park Owner”), subject to subsequent City approval and issuance of all applicable development and building-related permits and entitlements, to redevelop the subject property into what is currently anticipated by Park Owner to be “denser workforce housing and possible mixed-use appropriate to the industrial location.” RIR p.5; Exh. “I”. However, there is no application on file for any subsequent development of the subject property.”

For clarification purposes Wikipedia defines workforce housing as such: “Workforce is a term that is increasingly used by planners, government, and organizations concerned with housing policy or advocacy. It is gaining cachet with realtors, developers, and lenders. Workforce housing can refer to any form of housing, including ownership of single or multi-family homes, as well as occupation of rental units. Workforce housing is generally understood to mean **affordable** housing for households with earned income that is insufficient to secure quality housing in reasonable proximity to the workplace.”

The RIR p.5; Exh. I is a site/yield study demonstrating potential redevelopment of the Property from 81 mobile home spaces into 174 apartments.

Question 1: If the current zoning restrictions does not allow for residential mobile home parks to occupy the Property any longer, why would it allow residential apartments to be built on the Property? They both provide residential housing.

Question 2: Since the mobile home park provides “affordable” housing already due to rent control, how does the City think that the Park Owner’s “anticipated” idea to build apartments, that the Park Owner ‘claims’ would include and contribute housing opportunities for low- and moderate-income households within the City of Carson, be more valuable to the City then to protect the homes of the Residents of the Park that would be unfairly under-compensated for their homes? We pay taxes in the City of Carson too and we feel like we are being thrown out onto the streets in order for the Park Owners to reap a much heftier profit and the City to receive higher taxes if the Park Owner’s “anticipated” plan comes to fruition.

(3.) Regarding RIR, page 4, paragraph 4, sentence 6 which states, “The Park Owner also objected that it was unable to amortize its investment during the 35-year period because of the imposition of strict rent controls and vacancy control.”

Statement: I have lived in this park since January 1985 and the Park Owner has applied for rent increases through the City on multiple occasions. Each time they applied for a rent increase the City approved it. There was a time period that the Park Owner did not apply for a rent increase for several years and then tried to ask for an exorbitant increase when they finally applied. The City granted a fraction of the request since the Park Owner owned the property and all buildings on it free and clear for several years and because the Park Owner waited approximately 10 years to request an increase. Also, vacancy has never been an issue. Even when the Park Owner started buying up Resident’s homes for pennies on the dollar via Park Manager, Donna Spencer – a Realtor (which can also be construed as a conflict of interest), the Park Owner had no problem finding renters willing to pay what they were asking for. When they pay as little as \$5,000 – \$10,000 for some homes and then charge up to \$1,500 or more per month for rent, a profit is seen within months.

(4.) Regarding RIR, page 6, paragraph 3, sentence 1: “Reminder letters regarding the importance of completing and returning the questionnaires were mailed to all households who had not yet returned a completed questionnaire as of late November 2019 (Exhibit C).”

Statement: A letter from OPC, dated November 25, 2019, was delivered to Residents from RDME, thus enabling OPC to circumvent mailing the letter via the United States Post Office.

Question: How is it legal for OPC to use RDME as a delivery service for official mail? I would think that any reputable attorney would challenge the validity of this practice of correspondence between OPC and the Residents of the Park.

(5.) Regarding RIR, page 6, paragraph 4, sentence 1 which states: “A third letter was delivered to the residents in August 2020 regarding the appraisal process and site inspections by the appraiser (Exhibit C).”

Statement: Delivered is correct! RDME delivered the letter & questionnaire from Overland, Pacific & Cutler (OPC) to each Resident’s home by attaching the letter & questionnaire to a RDME Memo and placing them into a newspaper cylinder holder attached under our mailboxes. When I confronted Oneyda, a Park Manager, about the fact that OPC was circumventing the U.S. Post Office by having RDME responsible for delivery of the documents, she informed me that Robert Spencer had told her to do it.

Question: How can this be legal?????

(6.) Regarding RIR, page 16, section B, item 1, which reads in part: “Lump sum payment equal to the off-site value of the home as determined by Mr. Brabant using the NADA guide....”

Statement: According to my Individual Home Appraisal Summary (IHAS) my off-site value is a little over \$8,000 for a double wide 20X48, 2-bedroom, 2-bathroom home that has been improved throughout my years in the Park with several upgrades.

Question 1: Why is it reasonable for the appraiser to use the Depreciated Replacement Cost when I have made upgrades to my home that improved the value of my home?

Question 2: How can the appraisal be of any value since the appraiser only viewed the outside of our homes and relied on a questionnaire to determine the value?

Blaming Covid for not doing an in-home inspection does not circumvent the need to have an in-home inspection in order to obtain a comprehensive and fair appraisal of my home.

(7.) Per Page 5 of my Individual Home Appraisal Summary (IHAS), it reports that the Park purchased the home on Space 70, which they deemed uninhabitable due to “health/safety/hoarding issues” for \$10,000, and then had it removed from the space and replaced with a 2019 model.

Question: How could a single wide, 2-bedroom, 1-bathroom uninhabitable home be worth \$2,000 more than my double wide, 2-bedroom, 2-bathroom habitable home?

(8.) Per Page 4 of my IHAS, under the “Approaches to Value” headline, states that only the home sales in RDME were used in the Appraiser’s “Sales Comparison Approach”. Furthermore, under the “On-Site Value” headline it states that the sale of 32 homes in RDME between January 2009 and April 2020 were used in determining the On-Site Value.

Statement: Since the Park has bought 66% (21) of the 32 homes sold during that time frame, using scare tactics and misinformation provided by management (i.e., The owner only has to pay you blue book prices for your home.) it is no surprise that Resident’s were offered pennies on the dollar for their home, and they were too scared and manipulated to question the motive of the Park Owner/Management. Also, because this park has many low-income residents, I find it feasible that they could not afford legal counsel in the matter of the sale of their homes. And because the Manager of the property was also a family member (sister-in-law) and realtor working on behalf of the Park Owner to buy Resident’s homes for as cheap as they could, results in a conflict of interest that unfairly swings the scale in the Park Owner’s favor. Speaking for myself, these people have no ethics or morals.

Question: Why should the value of our homes be based on the sale of 32 homes that 66% of them were bought at the lowest price possible by the Park Owner? Value should be assigned using comparable mobile homes in other parks, no matter if they are closing or not.

(9.) Regarding RIR, page 17, item 7 which states that, “All or some portion of the monetary benefits may be paid prior to the resident’s actual vacation of the Park provided that the resident provides assurances to the satisfaction of Park Owner that adequate arrangements have been made to vacate the Park and that advance funding is needed to pay the relocation expense. Otherwise, monetary benefits will be paid in full within three (3) days of vacation of the Park by the Eligible Resident Owner.

Question 1: How can the Park Owner or their hired Relocation Specialist (OPC - who will ultimately issue the benefit checks) hold hostage our money for up to 3 days after vacating if we sign over ownership to the Park Owner prior to our vacating the property?

During a Google research of OPC I found that this company has horrible ratings and complaints against them that include not answering their phones or returning phone calls, not paying benefits for a long time, using moving companies that break and damage furniture and household goods, etc. I sure as Hell do not trust them to pay me my full benefits once I am gone. AND, I would not have any recourse since I already signed over ownership, unless I involve an attorney that I cannot afford.

Question 2: The RIR does not specify if it is 3 calendar days or 3 workdays. Which is it???? It makes a big difference, especially if holidays are involved too.

I’m sure that I have many more questions and statements to make but quite frankly, the stress of this process is seriously not good for my health and well- being. My hat is off to the Spencers for making my final years a living Hell.

Debora N. Fore
Rancho Dominguez Mobile Estates
435 East Gardena Boulevard, Space No. 55
Carson, California 90248

April 25, 2021

City of Carson
Community Development Department - Planning Commission
701 East Carson Street
Carson, California 90745

Attn: McKina Alexander, Associate Planner

RE: Relocation Impact Report No. 4-19 (Rancho Dominguez Mobile Estates)

Dear Ms. Alexander:

This is a response to the Individual Home Appraisal Summary, Space Number 55, Rancho Dominguez Mobile Estates, 435 East Gardena Boulevard, Carson, California 90248. Date of value, September 10, 2020, date of report October 9, 2020. I received the Relocation Impact Report No. 4-19, post marked February 24, 2021.

On the Summary Description of Home Space 55, the manufactured trade name is described as a Skyline. The correct manufacturer is 1972 Cameron, serial S13941XX and S1394XXU. The mobile home was purchased September 15, 1988 by current owner, Debora N. Fore. A copy of the original loan documents were submitted to Ms. Alexander on April 5, 2021 at 10:58 a.m.

Upon review of the package, it did not contain Form 1004C, Manufactured Home Appraisal Report (attached). In addition the Guide of Fannie Mae, B4-1.3-08, Comparable Sales (10-02-2018) was not complied with. The Individual Home Appraisal Summary, for Space 55, Sources of Information states: "The home information and value conclusions in the summary are subject to important assumptions and limiting conditions that are included in the Introduction to the full appraisal that was prepared for the City of Carson." Two of the guidelines used are "on-site value" and "off-site value," the terms could not be found in the City of Carson records archives or how they should be applied. So why are they, being used to appraise mobile homes? The federal government sets the guidelines for appraisals, and appraisers in the United States, not the City of Carson. When purchasing a mobile home Fannie Mae documents are utilized to secure a loan, not J. D. Powers, NADA Guidelines. Writers of said report stated methodology used by was taken from the steps used in the closing of Bell Abbey Mobile Home park. It has been approximately 15 years since Bell Abbey Mobile Home Park was closed. The methodology should be re-validated. The number one issue in Bell Abbey's park closure and Rancho Dominguez Mobile Estates pending closure, is the low ball offers presented to the park tenants. I am asking for a reasonable buy out, not \$28,000.00.

I spoke to Patricia Haskins, appraiser, of Anderson & Brabant, Incorporated no less than four times between the first through middle of August 2020. On February 27, 2021 I emailed her regarding the errors in my home appraisal summary. I am never received a response from her.

In the home appraisal summary my mobile home is valued at “on-site” \$28,000.00, “off-site” \$16,000.00. My home is a three bedroom, one bath mobile home. I was very surprised at how low my home was valued.

On April 20, 2021 my home was appraised by Babken Azizyan, appraiser, License AL039186. Mr. Azizyan concluded my home value was \$135,000.00. A copy is included with this correspondence. I did not give approval for a “Drive By Appraisal” to be used instead of a full and complete appraisal. To be used to determine my payout of my home. The appraisal should include both inside and out. That is the only way to get a fair home value. Only viewing the outside of the home render a low value. The low value only benefits the Park Owners. I worked hard for many years to upgrade my home and maintained it to the best of my ability. A “Drive by Appraisal” is an insult to all the hard work I have done to my home. I expect a true and equitable price for my home. I have been a good tenant since 1988. I have paid my space rent on time and followed the guidelines identified in the park rules. If this is the conclusion of my time here in Rancho Dominguez Mobile Estates, let us end on a fair note. \$28,000.00 for a three bedroom home in Watts is an insult let alone the City of Carson.

Sincerely,

Debora N. Fore, Space 55
Rancho Dominguez Mobile Estates

Debora N. Fore
Rancho Dominguez Mobile Estates
435 East Gardena Boulevard, Space No. 55
Carson, California 90248

April 25, 2021

City of Carson
Community Development Department - Planning Commission
701 East Carson Street
Carson, California 90745

Attn: McKina Alexander, Associate Planner

RE: Relocation Impact Report No. 4-19 (Rancho Dominguez Mobile Estates)

Dear Ms. Alexander:

This is a response to the Individual Home Appraisal Summary, Space Number 55, Rancho Dominguez Mobile Estates, 435 East Gardena Boulevard, Carson, California 90248. Date of value, September 10, 2020, date of report October 9, 2020. I received the Relocation Impact Report No. 4-19, post marked February 24, 2021.

On the Summary Description of Home Space 55, the manufactured trade name is described as a Skyline. The correct manufacturer is 1972 Cameron, serial S13941XX and S1394XXU. The mobile home was purchased September 15, 1988 by current owner, Debora N. Fore. A copy of the original loan documents were submitted to Ms. Alexander on April 5, 2021 at 10:58 a.m.

Upon review of the package, it did not contain Form 1004C, Manufactured Home Appraisal Report (attached). In addition the Guide of Fannie Mae, B4-1.3-08, Comparable Sales (10-02-2018) was not complied with. The Individual Home Appraisal Summary, for Space 55, Sources of Information states: "The home information and value conclusions in the summary are subject to important assumptions and limiting conditions that are included in the Introduction to the full appraisal that was prepared for the City of Carson." Two of the guidelines used are "on-site value" and "off-site value," the terms could not be found in the City of Carson records archives or how they should be applied. So why are they, being used to appraise mobile homes? The federal government sets the guidelines for appraisals, and appraisers in the United States, not the City of Carson. When purchasing a mobile home Fannie Mae documents are utilized to secure a loan, not J. D. Powers, NADA Guidelines. Writers of said report stated methodology used by was taken from the steps used in the closing of Bell Abbey Mobile Home park. It has been approximately 15 years since Bell Abbey Mobile Home Park was closed. The methodology should be re-validated. The number one issue in Bell Abbey's park closure and Rancho Dominguez Mobile Estates pending closure, is the low ball offers presented to the park tenants. I am asking for a reasonable buy out, not \$28,000.00.

I spoke to Patricia Haskins, appraiser, of Anderson & Brabant, Incorporated no less than four times between the first through middle of August 2020. On February 27, 2021 I emailed her regarding the errors in my home appraisal summary. I am never received a response from her.

In the home appraisal summary my mobile home is valued at “on-site” \$28,000.00, “off-site” \$16,000.00. My home is a three bedroom, one bath mobile home. I was very surprised at how low my home was valued.

On April 20, 2021 my home was appraised by Babken Azizyan, appraiser, License AL039186. Mr. Azizyan concluded my home value was \$135,000.00. A copy is included with this correspondence. I did not give approval for a “Drive By Appraisal” to be used instead of a full and complete appraisal. To be used to determine my payout of my home. The appraisal should include both inside and out. That is the only way to get a fair home value. Only viewing the outside of the home render a low value. The low value only benefits the Park Owners. I worked hard for many years to upgrade my home and maintained it to the best of my ability. A “Drive by Appraisal” is an insult to all the hard work I have done to my home. I expect a true and equitable price for my home. I have been a good tenant since 1988. I have paid my space rent on time and followed the guidelines identified in the park rules. If this is the conclusion of my time here in Rancho Dominguez Mobile Estates, let us end on a fair note. \$28,000.00 for a three bedroom home in Watts is an insult let alone the City of Carson.

Sincerely,

Debora N. Fore, Space 55
Rancho Dominguez Mobile Estates

Order Form

	<div>General</div> <div>File No.: Gardena-BA Case No: 6051970 Client File No.: 6051970 Tracking No.: Filename: C:\Program Files (x86)\ACI32\REPORTS\Gardena\Gardena-BA.aci</div> <div>Property Information Address: 435 E. Gardena Blvd Space #55 City: Gardena County: Los Angeles St: CA Zip: 90248 Location: Map No:N/A Census: N/A Legal: N/A Sale Price: N/A Refinance Loan Amt.: N/A Date of Sale: NA Rooms: 5 Bedrooms: 3 Baths: 1.00 Appraised Value: \$135,000 Borrower First: N/A Last: N/A Owner: Debora Fore</div>	<div>Status:</div> <div>Dates Ordered: April 18, 2021 Due: Assigned: Inspected: April 20, 2021 Reviewed: Signed: April 20, 2021 Fax/EDI: Delivered: Invoiced: April 20, 2021 User Defined: Cancelled: Paid: April 20, 2021</div>
	<div>CLIENT</div> <div>Client Information Ordered By Bill To Send To Client: Debora Fore Branch: Address: 435 E. Gardena Blvd Space #55 City: Gardena State: CA Zip: 90248 Phone: Fax: Contact: Misc: Client Information Bill To Send To Client: Branch: Address: City: State: Zip: Phone: Fax: Contact: Misc:</div>	<div>Billing Information Invoice No.: 0138766365 Fee: \$375.00 Tax: \$0.00 Total Amount: \$375.00 Payment 1: \$375.00 Check #: Date: 04-21-2021 Payment 2: Check #: Date: Due: \$0.00</div>
	<div>NAME</div> <div>Appraiser/Broker Information Name: Babken Azizyan Supervisor: Cert #: State: Cert #: State: License #: AL039186 State: CA License #: State: Exp. Date: 06/01/2022 Exp. Date:</div>	
	<div>Primary Contact Information Primary Contact: Home Phone: Best time to call: Work Phone:</div> <div>Secondary Contact Information Secondary Contact: Home Phone: Best time to call: Work Phone:</div>	
	<div>INSTRUCTIONS/CONTACTS</div> <div>Special Instructions</div>	
	<div>COMMENTS</div> <div>Comments</div>	

APPRAISAL OF



LOCATED AT:

435 E. Gardena Blvd Space #55
Gardena, CA 90248

CLIENT:

Debora Fore
435 E. Gardena Blvd Space #55
Gardena, CA 90248

AS OF:

April 20, 2021

BY:

Babken Azizyan
1 Day Home Appraisal

April 20, 2021

Debora Fore
435 E. Gardena Blvd Space #55
Gardena, CA 90248

File Number: Gardena-BA

In accordance with your request, I have appraised the real property at:

435 E. Gardena Blvd Space #55
Gardena, CA 90248

The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as improved.
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the defined value of the property as of April 20, 2021 is:

\$135,000
One Hundred Thirty-Five Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,
final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.



Babken Azizyan
1 Day Home Appraisal

323-707-8188

Summary

Residential Appraisal Report

6051970

File No. Gardena-BA

PURPOSE

The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.

Client Name/Intended User

Debora Fore

E-mail

N/A

Client Address

435 E. Gardena Blvd Space #55

City

Gardena

State

CA

Zip

90248

Additional Intended User(s)

N/A

Intended Use

Personal

SUBJECT

Property Address

435 E. Gardena Blvd Space #55

City

Gardena

State

CA

Zip

90248

Owner of Public Record

Debora Fore

County

Los Angeles

Legal Description

N/A

Assessor's Parcel #

N/A

Tax Year

2020

R.E. Taxes \$

N/A

Neighborhood Name

N/A

Map Reference

N/A

Census Tract

N/A

Property Rights Appraised

☒ Fee Simple

☐ Leasehold

☐ Other (describe)

SALES HISTORY

My research

☐ did

☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Prior Sale/Transfer:

Date

N/A

Price

N/A

Source(s)

Realist

Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable)

According to Public Records, MLS, National Data Information, and conversation with owner, to the best of my knowledge the property has not been sold in the last three years. Comparables have not transferred within the last 12 months.

Offerings, options and contracts as of the effective date of the appraisal

N/A

NEIGHBORHOOD

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing		Present Land Use %			
Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	70 %
Built-Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	10 %
Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths	<input checked="" type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	110 Low	31	Multi-Family	10 %
Neighborhood Boundaries	The subject neighborhood's boundaries are as follows: NORTH by Walnut St, SOUTH by Victoria St, EAST by Central Ave, and WEST by Main St.						225 High	55	Commercial	5 %	
							140 Pred.	42	Other	5 %	
Neighborhood Description	The subject is located in the city of Gardena within the county of Los Angeles, California. The subject is located in an area made up of mostly SFR's reflecting average quality and condition. The area is located proximate to major support services, employment centers, schools, and transportation ways. No adverse factors noted at this time.										
Market Conditions (including support for the above conclusions)	See Attached Addendum										

SITE

Dimensions

Rectangular

Area

N/A

Shape

Rectangle

View

Residential

Specific Zoning Classification

CAML*

Zoning Description

Mobile Home Legal

Zoning Compliance

☒ Legal

☐ Legal Nonconforming (Grandfathered Use)

☐ No Zoning

☐ Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use?

☒ Yes

☐ No

If No, describe.

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements—Type	Public	Private	
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley	None	<input type="checkbox"/>	<input type="checkbox"/>

Site Comments

N/A

IMPROVEMENTS

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION		INTERIOR					
	materials		materials								
Units	<input checked="" type="checkbox"/> One	<input type="checkbox"/> One w/Acc. unit	<input type="checkbox"/> Concrete Slab	<input checked="" type="checkbox"/> Crawl Space	Foundation Walls	Concrete	Floors	Vinyl			
# of Stories	One		<input type="checkbox"/> Full Basement	<input type="checkbox"/> Partial Basement	Exterior Walls	Aluminium	Walls	Drywall			
Type	<input checked="" type="checkbox"/> Det.	<input type="checkbox"/> Att.	<input type="checkbox"/> S-Det./End Unit	Basement Area	0.0000 sq. ft.	Roof Surface	Shingle	Trim/Finish	Wood		
	<input checked="" type="checkbox"/> Existing	<input type="checkbox"/> Proposed	<input type="checkbox"/> Under Const.	Basement Finish	None %	Gutters & Downspouts	Vinyl	Bath Floor	Vinyl		
Design (Style)	Conventional		<input type="checkbox"/> Outside Entry/Exit	<input type="checkbox"/> Sump Pump	Window Type	Alum. Slider	Bath Wainscot	Fiberglass			
Year Built	1976-45 Years				Storm Sash/Insulated	Yes	Car Storage	<input type="checkbox"/> None			
Effective Age (Yrs)	22				Screens	Yes	<input checked="" type="checkbox"/> Driveway	# of Cars	2		
Attic	<input type="checkbox"/> None		Heating	<input type="checkbox"/> FWA	<input type="checkbox"/> HW	<input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> WoodStove(s) #	Driveway Surface		
<input type="checkbox"/> Drop Stair	<input type="checkbox"/> Stairs		<input checked="" type="checkbox"/> Other Wall	Fuel	N. Gas		<input type="checkbox"/> Fireplace(s) #	<input checked="" type="checkbox"/> Fence	<input type="checkbox"/> Garage	# of Cars	
<input type="checkbox"/> Floor	<input checked="" type="checkbox"/> Scuttle		Cooling	<input type="checkbox"/> Central Air Conditioning			<input type="checkbox"/> Patio/Deck	<input checked="" type="checkbox"/> Porch Covered	<input type="checkbox"/> Carport	# of Cars	
<input type="checkbox"/> Finished	<input type="checkbox"/> Heated		<input type="checkbox"/> Individual	<input type="checkbox"/> Other			<input type="checkbox"/> Pool	<input type="checkbox"/> Other	<input type="checkbox"/> Att.	<input type="checkbox"/> Det.	<input type="checkbox"/> Built-in
Appliances	<input type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Range/Oven	<input type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Disposal	<input type="checkbox"/> Microwave	<input type="checkbox"/> Washer/Dryer	<input checked="" type="checkbox"/> Other (describe)	Fan/Hood			
Finished area above grade contains:	5 Rooms	3 Bedrooms	1 Bath(s)	940 Square Feet of Gross Living Area Above Grade							
Additional Features	N/A										

Comments on the Improvements

The overall property condition appears average. Physical depreciation was determined by the age-life method. Neither interior nor exterior were in need of repairs and no functional inadequacies were noted. No deferred maintenance needed at time of inspection.

Summary

Residential Appraisal Report

6051970

File No. Gardena-BA

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE NO. 1				COMPARABLE SALE NO. 2				COMPARABLE SALE NO. 3				
435 E. Gardena Blvd Space #55		17700 Avalon Blvd Unit#150				17701 Avalon Unit#76				17701 Avalon Blvd Unit#288				
Address Gardena		Carson				Carson				Carson				
Proximity to Subject		0.93 miles SE				0.92 miles SW				0.90 miles SE				
Sale Price		\$ N/A		\$ 150,000		\$ 199,000		\$ 140,000						
Sale Price/Gross Liv. Area		\$ 0.00 sq. ft.		\$ 100.81 sq. ft.		\$ 148.07 sq. ft.		\$ 97.22 sq. ft.						
Data Source(s)		MLS				MLS				MLS				
Verification Source(s)		Realist				Realist				Realist				
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION		+(-) \$ Adjustment		
Sale or Financing Concessions	NA	Conv/Financing None Noted				Conv/Financing None Noted				Conv/Financing None Noted				
Date of Sale/Time	NA	12-18-2020				12-15-2020				11-03-2020				
Location	Residential	Residential				Residential				Residential				
Leasehold/Fee Simple	Fee Simple	Fee Simple				Fee Simple				Fee Simple				
Site	N/A	N/A				N/A				N/A				
View	Residential	Residential				Residential				Residential				
Design (Style)	Conventional	Conventional				Conventional				Conventional				
Quality of Construction	Average	Average				Average				Average				
Actual Age	45+/- Years	1976-45 Years				1978-43 Years				1978-43 Years				
Condition	Average	Average				Average/Good		-10,000		Average				
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	10,000		Total Bdrms. Baths			Total Bdrms. Baths						
Room Count	5 3 1	5 2 2	-10,000		5 3 2	-10,000		5 3 2	-10,000					
Gross Living Area40.00	940 sq. ft.		1,488 sq. ft.		-21,900		1,344 sq. ft.		-16,160		1,440 sq. ft.		-20,000	
Basement & Finished Rooms Below Grade	None	None				None				None				
Functional Utility	Highest/Best Use	Highest/Best Use				Highest/Best Use				Highest/Best Use				
Heating/Cooling	Wall	Wall				Central				Wall				
Energy Efficient Items	None	None Noted				None Noted				None Noted				
Garage/Carport	2 Car Driveway	2 Car Carport				2 Car Carport				2 Car Carport				
Porch/Patio/Deck	Porch	Porch				Porch				Porch				
Fireplace	None	None				None				None				
	Fence	Fence				Fence				Fence				
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 21,900		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 36,160		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 30,000					
Adjusted Sale Price of Comparables		Net Adj. -14.6%			Net Adj. -18.2%			Net Adj. -21.4%						
		Gross Adj. 27.9%	\$ 128,100		Gross Adj. 18.2%	\$ 162,840		Gross Adj. 21.4%	\$ 110,000					

Summary of Sales Comparison Approach

See Attached Addendum

COST APPROACH

COST APPROACH TO VALUE						
Site Value Comments Land value percentage to market value is typical for the area and based on the abstraction method due to the lack of recent land sales.						
ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW				OPINION OF SITE VALUE = \$ 55,000		
Source of cost data Marshall & Swift				Dwelling 940 Sq. Ft. @ \$ 100.00..... = \$ 94,000		
Quality rating from cost service Effective date of cost data				Sq. Ft. @ \$ = \$		
Comments on Cost Approach (gross living area calculations, depreciation, etc.)				Improvements 15,000		
Physical Depreciation is based on the Marshall and Swift				Garage/Carport 0 Sq. Ft. @ \$ 40.00..... = \$ 0		
Depreciation tables. Based on a life of 70 years and an effective age of 12 years, a remaining economic life of 58 years is estimated.				Total Estimate of Cost-New = \$ 109,000		
				Less 50 Physical	Functional	External
				Depreciation \$34,246		= \$ (34,246)
				Depreciated Cost of Improvements = \$ 74,754		
The cost approach is not required for this type of appraisal.				"As-is" Value of Site Improvements = \$ 7,500		
				INDICATED VALUE BY COST APPROACH = \$ 137,300		

INCOME

INCOME APPROACH TO VALUE				
Estimated Monthly Market Rent \$	NA	X Gross Rent Multiplier	= \$	0 Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)		The income approach is excluded, as the area is primarily owner occupied.		

RECONCILIATION

Indicated Value by: Sales Comparison Approach \$135,000			Cost Approach (if developed) \$ N/A			Income Approach (if developed) \$ N/A		
This appraisal is made <input checked="" type="checkbox"/> "as is," <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed <input type="checkbox"/> subject to the following:								
Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report is \$ 135,000 as of April 20, 2021, which is the effective date of this appraisal.								

6051970
File No. Gardena-BA

SALES COMPARISON APPROACH

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as " the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.
6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.
7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.
8. The appraiser specializes in the valuation of real property and is not a home inspector, building contractor, structural engineer, or similar expert, unless otherwise noted. The appraiser did not conduct the intensive type of field observations of the kind intended to seek and discover property defects. The viewing of the property and any improvements is for purposes of developing an opinion of the defined value of the property, given the intended use of this assignment. Statements regarding condition are based on surface observations only. The appraiser claims no special expertise regarding issues including, but not limited to: foundation settlement, basement moisture problems, wood destroying (or other) insects, pest infestation, radon gas, lead based paint, mold or environmental issues. Unless otherwise indicated, mechanical systems were not activated or tested.

This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

Unless otherwise noted, the appraiser assumes the components that constitute the subject property improvement(s) are fundamentally sound and in working order.

Any viewing of the property by the appraiser was limited to readily observable areas. Unless otherwise noted, attics and crawl space areas were not accessed. The appraiser did not move furniture, floor coverings or other items that may restrict the viewing of the property.

9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.
10. Unless the intended use of this appraisal specifically includes issues of property insurance coverage, this appraisal should not be used for such purposes. Reproduction or Replacement cost figures used in the cost approach are for valuation purposes only, given the intended use of the assignment. The Definition of Value used in this assignment is unlikely to be consistent with the definition of Insurable Value for property insurance coverage/use.
11. The ACI General Purpose Appraisal Report (GPAR™) is not intended for use in transactions that require a Fannie Mae 1004/Freddie Mac 70 form, also known as the Uniform Residential Appraisal Report (URAR).

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

Summary
Residential Appraisal Report

6051970
File No. Gardena-BA

Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

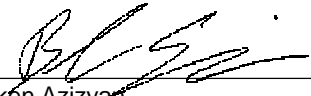
- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
- 4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- 8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
- 9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

Additional Certifications:

Definition of Value: ☐ Market Value ☐ Other Value: _____
Source of Definition: _____

ADDRESS OF THE PROPERTY APPRAISED:
435 E. Gardena Blvd Space #55
Gardena, CA 90248
EFFECTIVE DATE OF THE APPRAISAL: April 20, 2021
APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 135,000

APPRAISER

Signature: 
Name: Babken Azizyan
State Certification # _____
or License # AL039186
or Other (describe): _____ State #: _____
State: CA
Expiration Date of Certification or License: 06/01/2022
Date of Signature and Report: April 20, 2021
Date of Property Viewing: _____
Degree of property viewing:
☐ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

SUPERVISORY APPRAISER

Signature: _____
Name: _____
State Certification # _____
or License # _____
State: _____
Expiration Date of Certification or License: _____
Date of Signature: _____
Date of Property Viewing: _____
Degree of property viewing:
☐ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

ADDENDUM

Client: Debora Fore	File No.: Gardena-BA
Property Address: 435 E. Gardena Blvd Space #55	Case No.: 6051970
City: Gardena	State: CA Zip: 90248

Neighborhood Market Conditions

Generally marketing conditions within the neighborhood are Stable, typical financing exists, predominantly consisting of conventional fixed and ARM's. Marketing time is approximately 1-6 months. Marketing analysis of comparative properties indicate that property values are Stable; according to market data properties are selling within about 10% of listing price with some properties selling at or below asking price. Concessions such as seller paying buyer's non recurring closing costs are not uncommon. Supply and demand appear to be in balance. No other adverse market conditions noted.

Comments on Sales Comparison

The sales utilized within the area were all considered good comparables located within the city of Carson, CA. Land areas were adjusted at \$1.00 per square foot. Building areas were adjusted at \$40.00 per square foot based upon a depreciated building cost. All of the comparables were given equal weight in determining the subject property's market value. Bathrooms and bedrooms adjusted at \$10,000 per room. Garages adjusted at \$5,000 per door. Fireplaces adjusted at \$2,500. Location adjustments based on matched pair analysis and adjusted according to variation in traffic pattern. All comparables were built in a similar time era and using similar building techniques. Condition adjustments are based on appraisers inspection of subject property and information gathered from Realist/MLS on comparable properties. Adjustments will vary in appraisers estimate to equalize/balance comparable sale properties to subject property condition. Short sale and REO comparable are considered typical for this market/area. Appraiser did drive by all comparable sales. Some or all comparable photos may be acquired from MLS. MLS photos are a better representation of the condition and design (style) at date/time of sale of the comparables.

Extra Comments

Digital Signature

Comments on the digital signature
Our appraisals are digitally signed. This digital signature requires a security password known only by me, Babken Azizyan. Copies of the digitally signed appraisal may be delivered electronically; however, no changes can be made by anyone other than me, to any portion of the appraisal, once it has been digitally signed. The digital signature used on the appraisal is an accurate representation of my signature.

Thank you,

Babken Azizyan
CA license #AL039186

DIMENSION LIST ADDENDUM

Client: Debora Fore	File No.: Gardena-BA
Property Address: 435 E. Gardena Blvd Space #55	Case No.: 6051970
City: Gardena	State: CA Zip: 90248

GROSS BUILDING AREA (GBA)			<u>940</u>
GROSS LIVING AREA (GLA)			<u>940</u>
Area(s)	Area	% of GLA	% of GBA
Living	<u>940</u>		<u>100.00</u>
Level 1	<u>940</u>	<u>100.00</u>	<u>100.00</u>
Level 2	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Level 3	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Other	<u>306</u>	<u>32.55</u>	<u>32.55</u>
	GBA		
Basement	<input type="checkbox"/>	<u>0</u>	<u> </u>
Garage	<input type="checkbox"/>	<u>400</u>	<u> </u>
	<input type="checkbox"/>	<u> </u>	<u> </u>

[illegible]

SUBJECT PROPERTY PHOTO ADDENDUM

Client: Debora Fore	File No.: Gardena-BA
Property Address: 435 E. Gardena Blvd Space #55	Case No.: 6051970
City: Gardena	State: CA Zip: 90248



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: April 20, 2021
Appraised Value: \$ 135,000



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

Client: Debora Fore	File No.: Gardena-BA
Property Address: 435 E. Gardena Blvd Space #55	Case No.: 6051970
City: Gardena	State: CA Zip: 90248



Kitchen



Living Room



Bathroom



Bedroom

COMPARABLE PROPERTY PHOTO ADDENDUM			
Client: Debora Fore		File No.: Gardena-BA	
Property Address: 435 E. Gardena Blvd Space #55		Case No.: 6051970	
City: Gardena		State: CA	Zip: 90248



COMPARABLE SALE #1

17700 Avalon Blvd Unit#150
Carson
Sale Date: 12-18-2020
Sale Price: \$ 150,000



COMPARABLE SALE #2

17701 Avalon Unit#76
Carson
Sale Date: 12-15-2020
Sale Price: \$ 199,000



COMPARABLE SALE #3

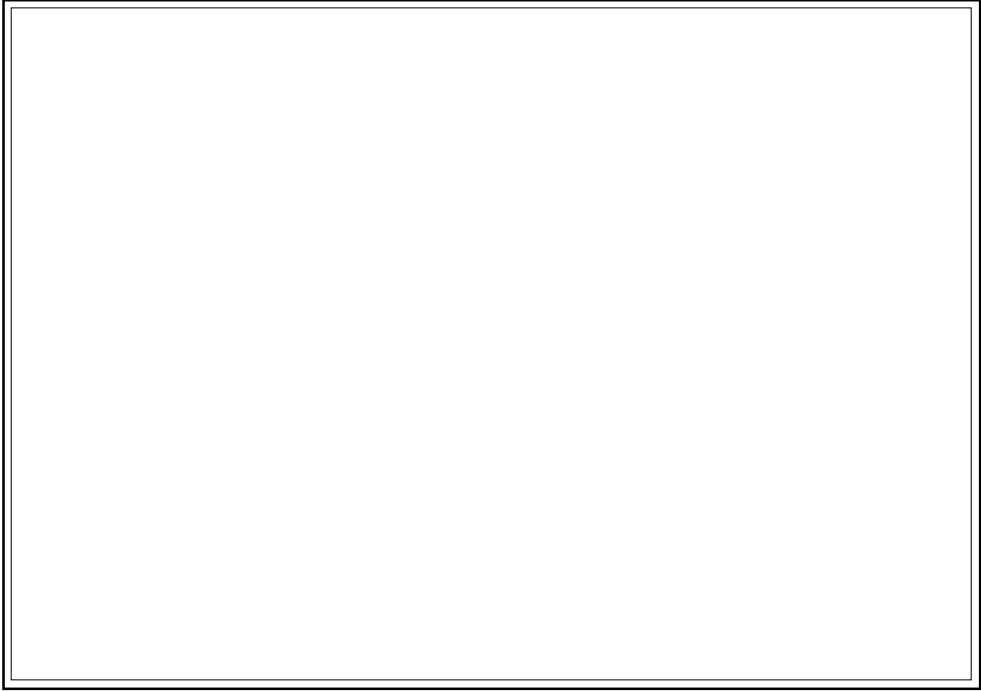
17701 Avalon Blvd Unit#288
Carson
Sale Date: 11-03-2020
Sale Price: \$ 140,000

COMPARABLE PROPERTY PHOTO ADDENDUM			
Client: Debora Fore		File No.: Gardena-BA	
Property Address: 435 E. Gardena Blvd Space #55		Case No.: 6051970	
City: Gardena		State: CA	Zip: 90248



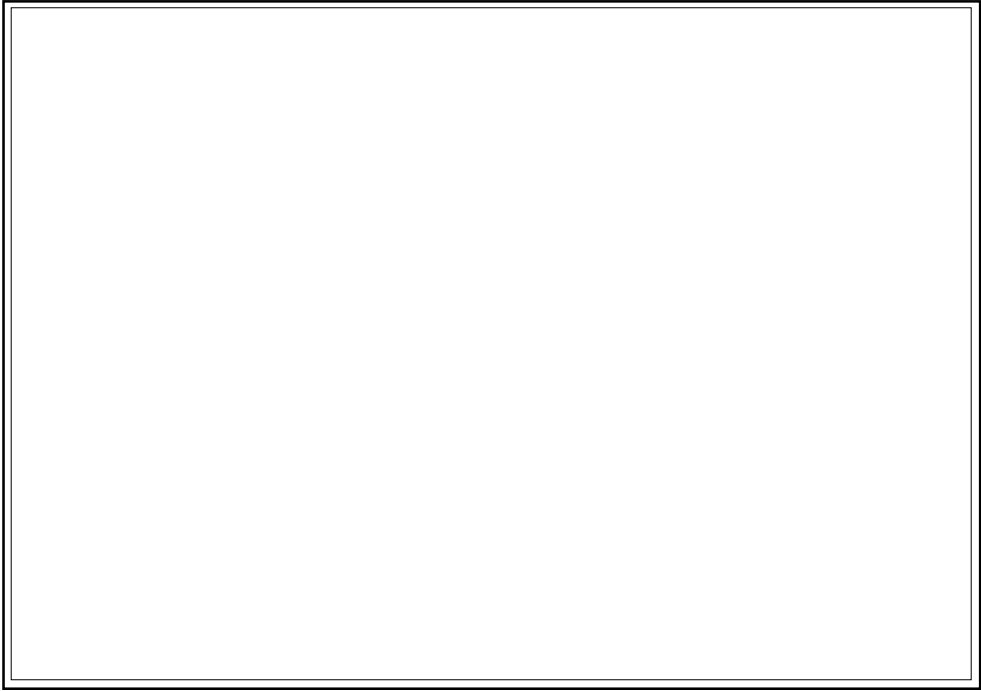
COMPARABLE SALE #4

17700 Avalon Blvd Unit#115
Carson
Sale Date: 04-10-2021
Sale Price: \$ 170,000



COMPARABLE SALE #5

Sale Date: 2020
Sale Price: \$ 0



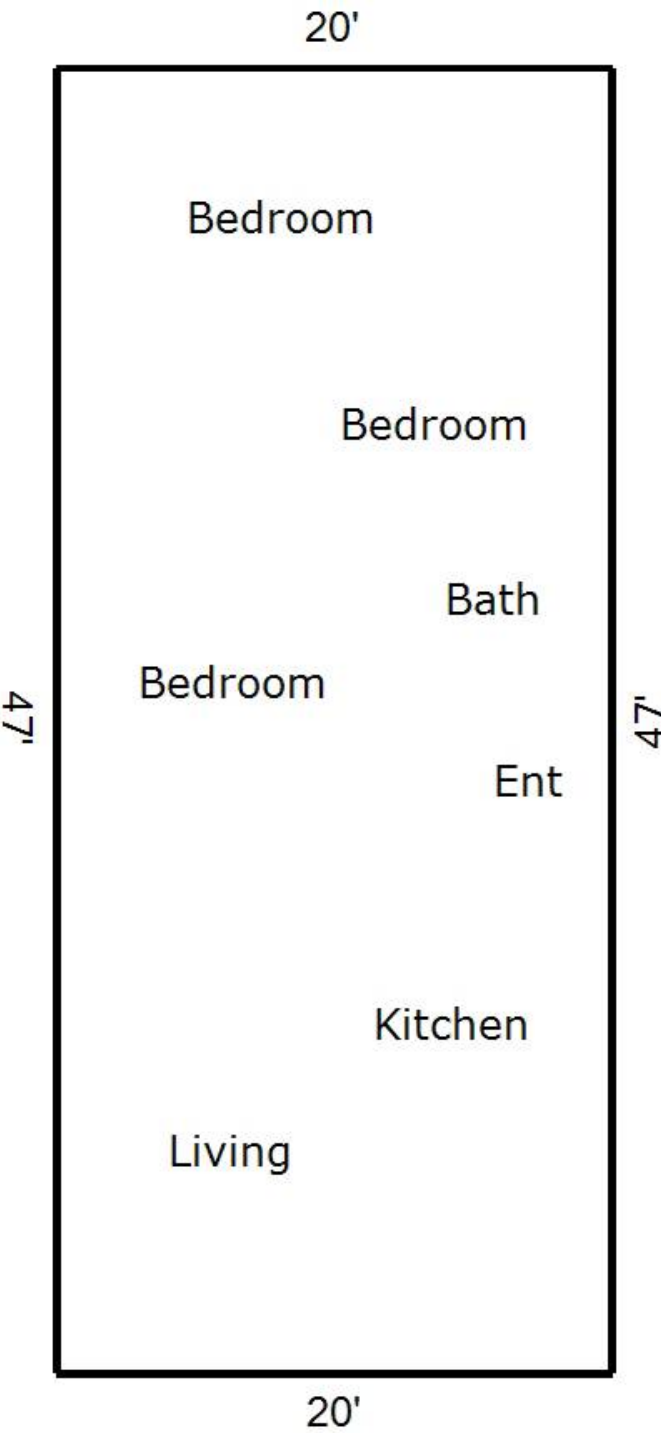
COMPARABLE SALE #6

Sale Date: 2020
Sale Price: \$ 0

FLOORPLAN SKETCH

Client: Debora Fore	File No.: Gardena-BA
Property Address: 435 E. Gardena Blvd Space #55	Case No.: 6051970
City: Gardena	State: CA Zip: 90248

Sketch



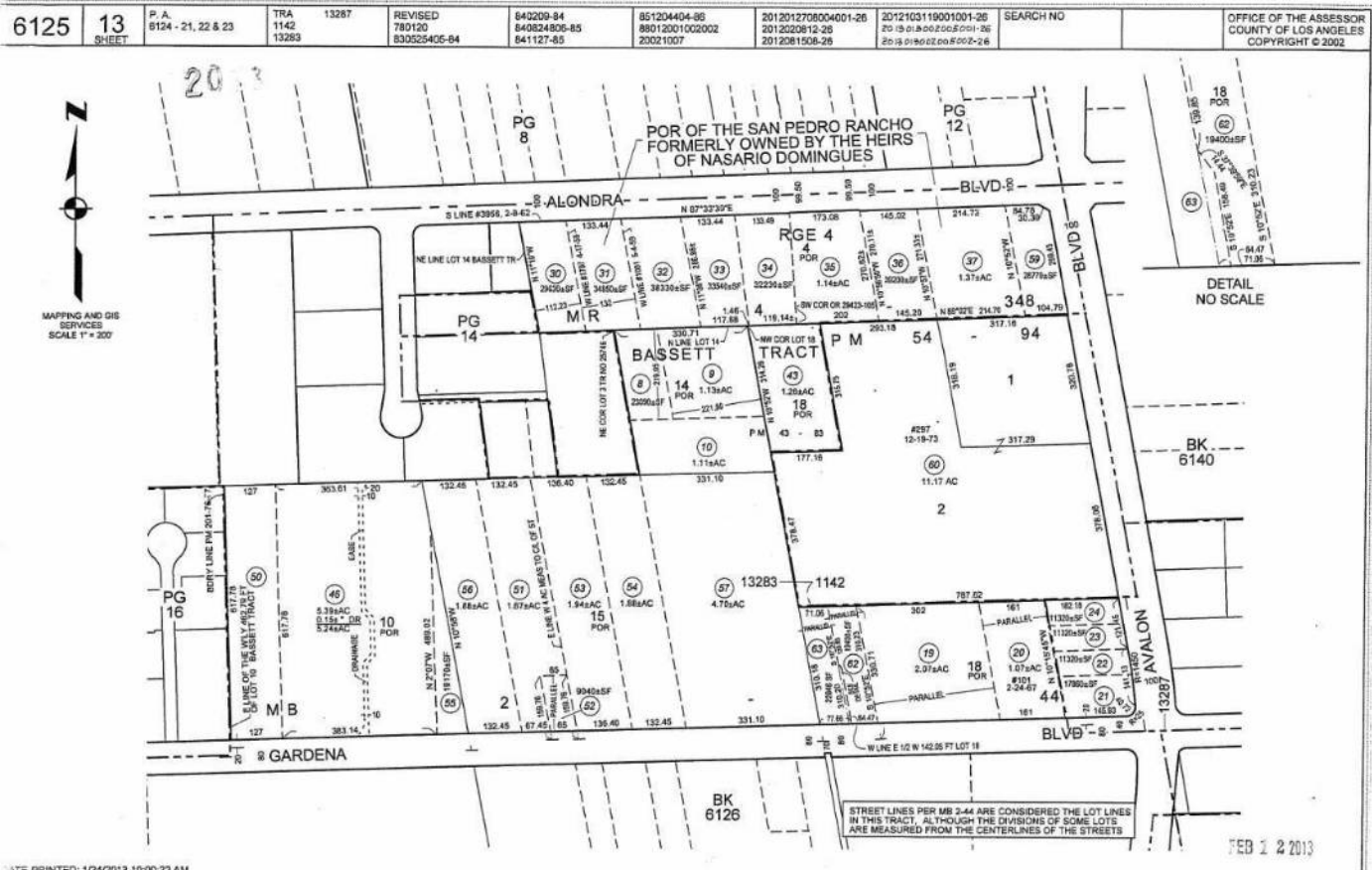
First Floor

6 ft

Living Area	Area Calculation			
First Floor	940 ft² First Floor			x 1.00 = 940 ft²
Total Living Area (rounded):	940 ft²	20' x	47' x	1.00 = 940 ft²

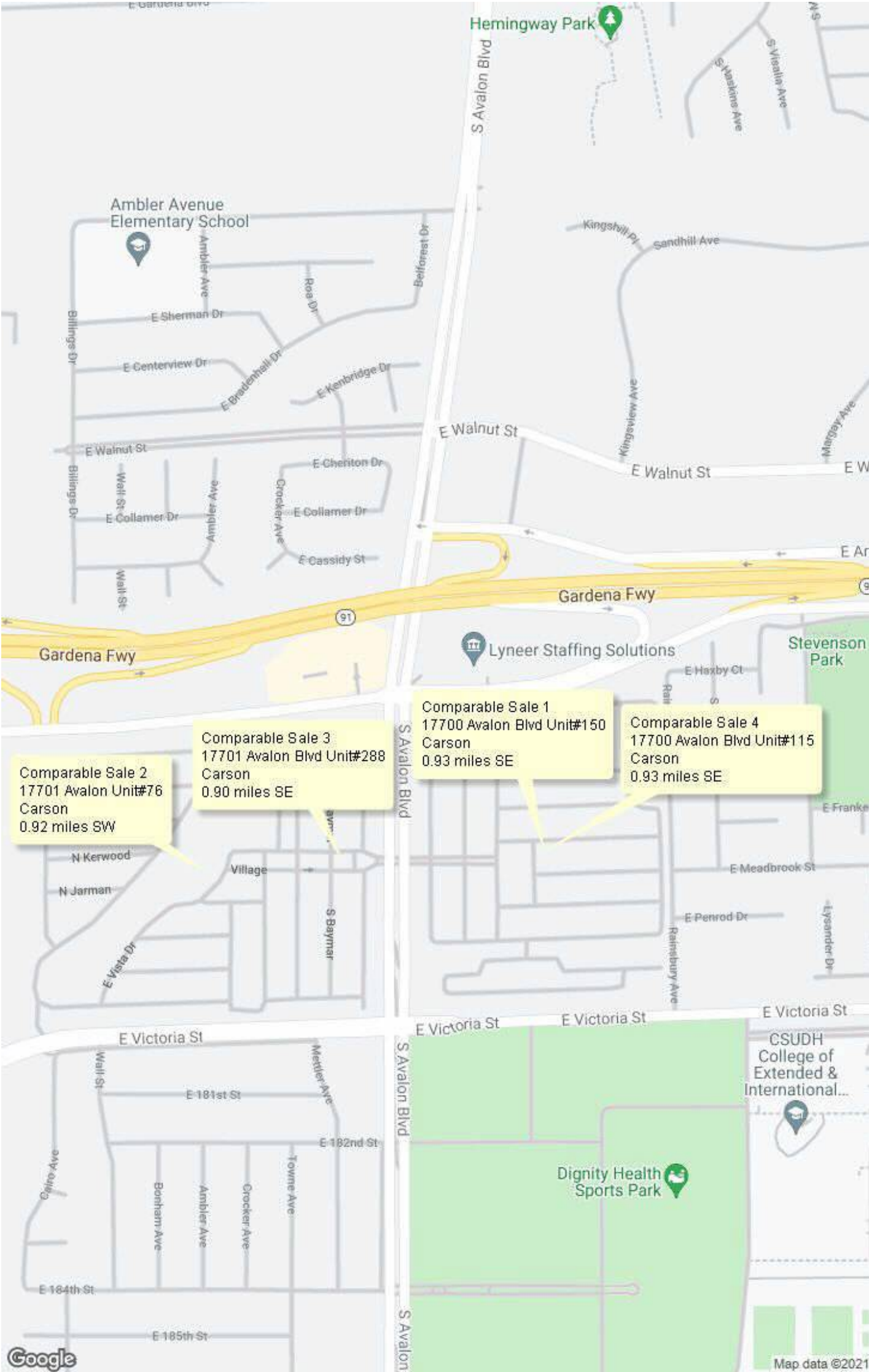
PLAT MAP

Client: Debora Fore	File No.: Gardena-BA
Property Address: 435 E. Gardena Blvd Space #55	Case No.: 6051970
City: Gardena	State: CA Zip: 90248



LOCATION MAP

Client: Debora Fore	File No.: Gardena-BA
Property Address: 435 E. Gardena Blvd Space #55	Case No.: 6051970
City: Gardena	State: CA Zip: 90248



***** INVOICE *****

File Number: Gardena-BA

April 20, 2021

Debora Fore
435 E. Gardena Blvd Space #55
Gardena, CA 90248

Invoice # : 0138766365
Order Date : April 18, 2021
Reference/Case # : 6051970
PO Number :

435 E. Gardena Blvd Space #55
Gardena, CA 90248

Full Appraisal	\$	375.00
	\$	-----
Invoice Total	\$	375.00
State Sales Tax @	\$	0.00
Deposit	(\$	375.00)
Deposit	(\$	-----)
Amount Due	\$	0.00

Terms: Appraisal ordered by client. Terms: Net due ASAP.

Please Make Check Payable To:

1 Day Home Appraisals
13728 Proctor Avenue # D
La Puente, CA 91746

Fed. I.D. #: On file

Manufactured Home Appraisal Report

File #

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address City State Zip Code
Borrower Owner of Public Record County

Legal Description

Assessor's Parcel # Tax Year R.E. Taxes \$

Neighborhood Name Map Reference Census Tract

Occupant ☐ Owner ☐ Tenant ☐ Vacant Project Type (if applicable) ☐ PUD ☐ Condominium ☐ Cooperative ☐ Other (describe)

Special Assessments \$ HOA \$ ☐ per year ☐ per month

Property Rights Appraised ☐ Fee Simple ☐ Leasehold ☐ Other (describe)

Assignment Type ☐ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)

Lender/Client Address

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☐ Yes ☐ No

Report data source(s) used, offering price(s), and date(s).

Manufactured homes located in either a condominium or cooperative project require the appraiser to inspect the project and complete the Project Information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ Date of Contract Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s)

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
If Yes, report the total dollar amount and describe the items to be paid.

I ☐ did ☐ did not analyze the manufacturer's invoice. Explain the results of the analysis of the manufacturer's invoice or why the analysis was not performed.

Retailer's Name (New Construction)

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			Manufactured Housing Trends			Manufactured Housing		Present Land Use %	
Location	<input type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE
Built-Up	<input type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$ (000)	(yrs)
Growth	<input type="checkbox"/> Rapid	<input type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths	<input type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	Low	Multi-Family
Neighborhood Boundaries								High	Commercial
Neighborhood Description								Pred.	Other

Neighborhood Description

Market Conditions (including support for the above conclusions)

Dimensions Area Shape View

Specific Zoning Classification Zoning Description

Zoning Compliance ☐ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? ☐ Yes ☐ No If No, describe

Utilities Public Other (describe) Public Other (describe) Off-site Improvements—Type Public Private

Electricity ☐ ☐ Water ☐ ☐ Street ☐ ☐

Gas ☐ ☐ Sanitary Sewer ☐ ☐ Alley ☐ ☐

FEMA Special Flood Hazard Area ☐ Yes ☐ No FEMA Flood Zone FEMA Map # FEMA Map Date

Are the utilities and off-site improvements typical for the market area? ☐ Yes ☐ No If No, describe

Is the site size, shape and topography generally conforming to and acceptable in the market area? ☐ Yes ☐ No If No, explain

Is there adequate vehicular access to the subject property? ☐ Yes ☐ No If No, describe

Is the street properly maintained? ☐ Yes ☐ No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☐ No If Yes, describe

The HUD Data Plate/Compliance Certificate is located on the interior of the subject and contains, among other things, the manufacturer's name, trade/model name, year manufactured and serial number. The HUD Certification Label is located on the exterior of each section of the home.

Is the HUD Data Plate/Compliance Certificate attached to the dwelling? ☐ Yes ☐ No If Yes, identify the location. If No, provide the data source(s) for the HUD Data Plate/Compliance Certificate information.

Is a HUD Certification Label attached to the exterior of each section of the dwelling? ☐ Yes ☐ No If No, provide the data source(s) for the HUD Certification Label #'s

Manufacturer's Serial #(s)/VIN #(s)

HUD Certification Label #(s)

Manufacturer's Name Trade/Model Date of Manufacture

Do the Wind, Roof Load, and Thermal Zones meet the minimum HUD requirements for the location of the subject property? ☐ Yes ☐ No If No, explain

Manufactured Home Appraisal Report

File #

General Description		Foundation		Exterior Description		materials/condition		Interior		materials/condition	
# of Units	<input type="checkbox"/> One <input type="checkbox"/> Additions	<input type="checkbox"/> Poured Concrete	<input type="checkbox"/> Concrete Runners	Skirting				Floors			
# of Stories	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> Other	<input type="checkbox"/> Block & Pier	<input type="checkbox"/> Other-alt. description	Exterior Walls				Walls			
Design (Style)		<input type="checkbox"/> Full Basement	<input type="checkbox"/> Partial Basement	Roof Surface				Trim/Finish			
# of Sections	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	Basement Area sq. ft.		Gutters & Downspouts				Bath Floor			
<input type="checkbox"/> Other		Basement Finish %		Window Type				Bath Wainscot			
Type	<input type="checkbox"/> Det. <input type="checkbox"/> Alt. <input type="checkbox"/> S-Det./End Unit	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump		Storm Sash/Insulated				Car Storage <input type="checkbox"/> None			
<input type="checkbox"/> Existing	<input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Evidence of <input type="checkbox"/> Infestation		Screens				<input type="checkbox"/> Driveway # of Cars			
Year Built	Effective Age (Yrs)	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement		Doors				Driveway Surface			
Attic	<input type="checkbox"/> None	Heating <input type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant		Amenities <input type="checkbox"/> WoodStove(s) #				<input type="checkbox"/> Garage # of Cars			
<input type="checkbox"/> Drop Stair	<input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel		<input type="checkbox"/> Fireplace(s) #				<input type="checkbox"/> Carport # of Cars			
<input type="checkbox"/> Floor	<input type="checkbox"/> Scuttle	Cooling <input type="checkbox"/> Central Air Conditioning		<input type="checkbox"/> Patio/Deck		<input type="checkbox"/> Porch		<input type="checkbox"/> Attached <input type="checkbox"/> Detached			
<input type="checkbox"/> Finished	<input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other		<input type="checkbox"/> Pool		<input type="checkbox"/> Other		<input type="checkbox"/> Built-in			
Appliances <input type="checkbox"/> Refrigerator <input type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)											
Finished area above grade contains: Rooms Bedrooms Bath(s) Square Feet of Gross Living Area Above Grade											
Describe any additions or modifications (decks, rooms, remodeling, etc.)											
Installer's Name Date Installed Model Year											
Is the manufactured home attached to a permanent foundation system? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the foundation system and the manner of attachment.											
Have the towing hitch, wheels, and axles been removed? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain											
Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain											
Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain											
Additional features (special energy efficient items, non-realty items, etc.)											
The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.											
Quality <input type="checkbox"/> Poor <input type="checkbox"/> Fair <input type="checkbox"/> Average <input type="checkbox"/> Good <input type="checkbox"/> Excellent Identify source of quality rating											
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.).											
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe											
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe											
Provide adequate information for the lender/client to replicate the below cost figures and calculations.											
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)											
ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW											
Source of cost data				Effective date of cost data				Quality rating from cost service			
OPINION OF SITE VALUE				\$				Exterior Dimensions of the Subject Unit			
Section One	Sq. ft. @ \$	\$		X	=		Sq. ft.				
Section Two	Sq. ft. @ \$	\$		X	=		Sq. ft.				
Section Three	Sq. ft. @ \$	\$		X	=		Sq. ft.				
Section Four	Sq. ft. @ \$	\$		X	=		Sq. ft.				
				\$				Total Gross Living Area: Sq. ft.			
				\$				Other Data Identification			
				\$				N.A.D.A. Data Identification Info: Edition Mo: Yr:			
Sub-total: \$				MH State: Region: Size: ft. x ft.							
Cost Multiplier (if applicable): x				Gray pg. White pg. Black SVS pg.							
Modified Sub-total:				15 years and older Conversion Chart pg. Yellow pg.							
Physical Depreciation or Condition Modifier:				Comments							
Functional Obsolescence (not used for N.A.D.A.):											
External Depreciation or State Location Modifier:											
Delivery, Installation, and Setup (not used for N.A.D.A.): \$											
Other Depreciated Site Improvements: \$											
Market Value of Subject Site (as supported above): \$											
Indicated Value by Cost Approach: \$				Estimated Remaining Economic Life (HUD and VA only) Years							
Summary of Cost Approach											

Manufactured Home Appraisal Report

File #

There are comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ to \$									
There are comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ to \$									
FEATURE		SUBJECT		COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address									
Proximity to Subject									
Sale Price		\$		\$		\$		\$	
Sale Price/Gross Liv. Area		\$ sq. ft.		\$ sq. ft.		\$ sq. ft.		\$ sq. ft.	
Manufactured Home		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Data Source(s)									
Verification Source(s)									
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION	
Sale or Financing Concessions									
Date of Sale/Time									
Location									
Leasehold/Fee Simple									
Site									
View									
Design (Style)									
Quality of Construction									
Actual Age									
Condition									
Above Grade		Total	Bdms.	Baths	Total	Bdms.	Baths	Total	Bdms.
Room Count									
Gross Living Area		sq. ft.		sq. ft.		sq. ft.		sq. ft.	
Basement & Finished Rooms Below Grade									
Functional Utility									
Heating/Cooling									
Energy Efficient Items									
Garage/Carport									
Porch/Patio/Deck									
Net Adjustment (Total)		<input type="checkbox"/> + <input type="checkbox"/> -		\$		<input type="checkbox"/> + <input type="checkbox"/> -		\$	
Adjusted Sale Price of Comparables		Net Adj. %		\$		Net Adj. %		\$	
		Gross Adj. %		\$		Gross Adj. %		\$	
<input type="checkbox"/> I did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain									
My research <input type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.									
Data source(s)									
My research <input type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.									
Data source(s)									
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4).									
ITEM		SUBJECT		COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Date of Prior Sale/Transfer									
Price of Prior Sale/Transfer									
Data Source(s)									
Effective Date of Data Source(s)									
Analysis of prior sale or transfer history of the subject property and comparable sales									
Summary of Sales Comparison Approach									
Indicated Value by Sales Comparison Approach \$									
Indicated Value by: Sales Comparison Approach \$ Cost Approach \$ Income Approach (if developed) \$									
This appraisal is made <input type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair.									
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$, as of , which is the date of inspection and the effective date of this appraisal.									

Manufactured Home Appraisal Report

File #

ADDITIONAL
COMMENTS

INCOME

PUD

INFORMATION

INCOME APPROACH TO VALUE (not required by Fannie Mae.)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases	Total number of units	Total number of units sold
------------------------	-----------------------	----------------------------

Total number of units rented	Total number of units for sale	Data source(s)
------------------------------	--------------------------------	----------------

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Manufactured Home Appraisal Report

File #

This report form is designed to report an appraisal of a one-unit manufactured home; including a manufactured home in a planned unit development (PUD). A Manufactured home located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Manufactured Home Appraisal Report

File #

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature and Report _____
Effective Date of Appraisal _____
State Certification # _____
or State License # _____
or Other _____
State _____
Expiration Date of Certification or License _____

ADDRESS OF PROPERTY APPRAISED

APPRAISED VALUE OF SUBJECT PROPERTY \$ _____

LENDER/CLIENT

Name _____
Company Name _____
Company Address _____
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

Instructions

Manufactured Home Appraisal Report

This report form is designed to report an appraisal of a one-unit manufactured home; including a manufactured home in a planned unit development (PUD) based on an interior and exterior inspection of the subject property. A Manufactured home located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

Learn How to Use the New Market Conditions Addendum

Gain an understanding of and recognize the sources of market information necessary to analyze market conditions. Our new recorded training is organized to address the Market Conditions Addendum (Form 1004MC), effective April 1, 2009, section by section.

[View Recorded Tutorial](#)

Modifications, Additions, or Deletions

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization are permitted.

Scope of Work

The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

Required Exhibits

- A street map that shows the location of the subject property and of all comparables that the appraiser used;
- An exterior building sketch of the improvements that indicates the dimensions. The appraiser must also include calculations to show how he or she arrived at the estimate for gross living area. A floor plan sketch that indicates the dimensions is required instead of the exterior building or unit sketch if the floor plan is atypical or functionally obsolete, thus limiting the market appeal for the property in comparison to competitive properties in the neighborhood;
- Clear, descriptive photographs (either in black and white or color) that show the front, back, and a street scene of the subject property, and that are appropriately identified. (Photographs must be originals that are produced either by photography or electronic imaging.);
- Clear, descriptive photographs (either in black and white or color) that show the front of each comparable sale and that are appropriately identified. Generally, photographs should be originals that are produced by photography or electronic imaging; however, copies of photographs from a multiple listing service or from the appraiser's files are acceptable if they are clear and descriptive;
- Any other data--as an attachment or addendum to the appraisal report form—that are necessary to provide an adequately supported opinion of market value.

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

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Joy Simarago, Deputy City Clerk of the City of Carson, California, do hereby certify that the whole number of members is five; that the foregoing resolution, being Resolution No. 21-____, was duly and regularly adopted by said City at a regular meeting duly and regularly held on the 1st day of June 2021, and that the same was passed and adopted by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

By: _____
City Clerk

Public Comment Letters (NONE RECEIVED
for the June 16th continued hearing date)

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, ALTERING THE PROOF OF PURCHASE PRICE REQUIREMENTS, AND MAKING OTHER SPECIFIED MINOR MODIFICATIONS, AND AFFIRMING THE DECISION IN ALL OTHER RESPECTS.

WHEREAS, on April 27, 2021, the Carson Planning Commission adopted Planning Commission Resolution No. 21-2708 (“the Planning Commission Resolution”), approving RIR No. 04-19 subject to the “Conditions of RIR No. 04-19” set forth in Exhibit “D” attached thereto (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, during which it received and considered written and oral public comments. The City Council continued the public hearing to, and completed the public hearing on, June 16, 2021.

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 the Planning Commission Decision and all relevant documentation in the administrative record, the City Council finds that additional measures as set forth in this Section 3, 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 to constitute reasonable measures to be taken by the Park Owner to mitigate the adverse impact of the Park's 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 additional measures and modifications detailed in this Section 3 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 as follows: (1) the RIR approval granted pursuant to the Planning Commission Resolution, as modified by this City Council Resolution, shall take effect immediately upon adoption of this City Council Resolution and shall remain in effect for three years pursuant to CMC Section 9128.21(I), subject to the Amended Conditions of RIR No. 04-19 attached hereto as Exhibit "A;" this provision supersedes the last sentence of Section 4 of the Planning Commission Resolution to the contrary; and (2) the Conditions of RIR No. 04-19 are hereby amended to read in full as shown in Exhibit "A," attached hereto and incorporated herein by reference; the changes are shown in redline, and a non-exhaustive overview of the changes is as follows:

- A.** Condition No. 1 is amended to provide that the terms "Resolution" and "Resolution Effective Date," as such terms and their associated references are defined and used in the Conditions of RIR No. 04-19 (as amended) with respect to setting or determining the timing of the various rights or obligations detailed therein, shall mean and refer to this City Council Resolution and the

date of effectiveness hereof pursuant to Section 5 of this Resolution, respectively, rather than to the Planning Commission Resolution.

- B.** Condition No. 2 is amended to provide that the earliest possible date of Park closure (i.e., the earliest date on which the Park Owner may compel residents to vacate the Park) shall be two years from the effective date of this Council Resolution, rather than the one year provided in the Planning Commission Decision. However, as stated in Condition No. 12, the Notice of Termination (as defined therein) may issue as early as six (6) months prior to the earliest possible date of Park closure (i.e., 18 months following the effective date of this Council Resolution). Additionally, Conditions No. 10(a)(iv) and 10(b)(vii) (renumbered from 10(b)(viii)) are amended to specify that the relocation specialist shall be available to assist Eligible Resident Owners commencing immediately upon the Resolution Effective Date.
- C.** Condition No. 10(a)(v) is amended to increase the rent differential subsidy benefit term for Eligible Resident Owners who are subject to Option A from one year to terms that are equivalent to the tiered approach imposed under Option B, as discussed in the paragraph F, below.
- D.** Condition No. 10(b)(i) is amended to: (1) modify the proof of purchase price documentation requirements to reflect a more precise and reliable standard of "Sufficient Documented Proof" for purposes of establishing entitlement to a Purchase Price Payment in lieu of an Appraised Value Payment (as such terms are defined in Condition No. 10(b)(i); and (2) make certain modifications to the types of outstanding obligations on a mobile home that, where present, would result in deductions that would be incorporated/factored into calculation of an Eligible Resident Owner's Appraised Value Payment or Purchase Price Payment where the Eligible Resident Owner chooses to transfer the mobile home to the Park Owner in order to have the Park Owner be responsible for removal and disposition of the mobile home, and clarify that no such deductions would be made if the Eligible Resident Owner chooses not to transfer the mobile home to the Park Owner (and to therefore instead become responsible for removal and disposition of the mobile home), consistent with Condition No. 10(b)(v).
- E.** Prior Condition No. 10(b)(ii) is deleted as having been supplanted by the rent differential subsidy benefit imposed, as discussed in paragraph C, above, and paragraph F, below.
- F.** Condition No. 10(b)(vi) (renumbered from 10(b)(vii)) is amended to increase the term of the rent differential subsidy benefit for Eligible Resident Owners under Option B from the one year provided in the Planning Commission Decision to the applicable term set forth below with respect to the tenancy in the rental housing alternative, and to clarify that such payments shall be made in accordance with Condition No. 17:

- For Eligible Resident Owners who receive \$40,000 or more pursuant to Condition No. 10(b)(i) (i.e., from their Appraised Value Payment or Purchase Price Payment, as applicable): 2 years;
 - For Eligible Resident Owners who receive \$30,000 – \$39,999.99 pursuant to Condition No. 10(b)(i): 2.5 years;
 - For Eligible Resident Owners who receive \$20,000 – \$29,999.99 pursuant to Condition No. 10(b)(i): 3 years;
 - For Eligible Resident Owners who receive \$10,000 – \$19,999.99 pursuant to Condition No. 10(b)(i): 3.5 years;
 - For Eligible Resident Owners who receive less than \$10,000 pursuant to Condition No. 10(b)(i): 4 years.
- G.** Condition No. 10(c) is amended to revise the definition of “Eligible Home Renter” to refer to those residents who occupy a Park-owned mobilehome and are named on its lease agreement with the Park Owner as of the effective date of this Resolution, rather than as of the date the RIR was filed with the City.
- H.** Condition No. 18 is amended to include within the scope of the adjusted appraisal process any characteristic of a mobile home that may have been erroneously or inaccurately reported, omitted, or inadequately accounted for in the Brabant appraisal, in addition to the upgrades or improvements already referenced in the condition, to more properly reflect the intent and purpose of ensuring that any errors, omissions or inaccuracies in the Brabant report, whether resulting from the lack of interior inspections or any other cause, may be addressed via the adjusted appraisal process that residents may apply for as delineated in Condition No. 18.
- I.** Condition No. 19 is amended to add disputes regarding whether proof of purchase price documentation submitted constitutes Sufficient Documented Proof of a claimed purchase price (for purposes of establishing entitlement to a Purchase Price Payment under Option B), to the list of types of disputes that are within the jurisdiction of the Special Master to decide.

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 16th day of June, 2021.

Lula Davis-Holmes, Mayor

ATTEST:

John W. Carroll, Sr., Chief Deputy City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, John W. Carroll, Sr., Chief Deputy City Clerk of the City of Carson, California, do hereby certify that the whole number of members is four; that the foregoing resolution, being Resolution No. 21-070, was duly and regularly adopted by said City at a special meeting duly held on the 16th day of June 2021, and that the same was passed and adopted by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

By: _____
Chief Deputy City Clerk

EXHIBIT "A"

AMENDED CONDITIONS OF RIR NO. 04-19

[to be attached]

EXHIBIT “~~AD~~” TO RESOLUTION NO. 21-070

AMENDED CONDITIONS OF RIR NO. 04-19

1. The property owner and applicant shall execute and record a certificate of acceptance of these conditions within 30 days of the date of effectiveness of ~~Planning Commission~~ Resolution No. 21-~~0702708~~ (the “Resolution”), approving RIR No. 04-19 (the “RIR”) on the terms set forth in the Resolution and subject to these conditions. Pursuant to Section 5 of the Resolution, the Resolution is effective immediately upon its adoption, on June 16, 2021 (the “Resolution Effective Date”).
2. ~~Pursuant to Section 4 of the Resolution, t~~The earliest possible date of Park closure (i.e., the earliest date on which the Park Owner may compel residents to vacate the Park pursuant to the Approved RIR (as defined below), subject to compliance with these conditions) shall be ~~one~~ two years from the Resolution Effective Date ~~as defined in Section 4 of the Resolution~~ (the “Earliest Possible Closure Date”).
3. The RIR approval that is the subject of these conditions may not be transferred or assigned without the prior written consent of the Director, which may be withheld only if the proposed transferee is financially insolvent or otherwise incapable of fulfilling these conditions.
4. 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.
5. Any proceeding for revocation of the RIR approval that is the subject of these conditions shall be initiated and conducted in accordance with Carson Municipal Code (“CMC”) Section 9128.21(I)(3).
6. Any modification of these conditions, including additions or deletions, may be considered upon filing of an application by the Park Owner 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).
7. 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. These conditions shall prevail and supersede over any conflicting provisions of the RIR to the extent of a conflict.
8. All approvals by City, unless otherwise specified, shall be by the 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 July 15, 2020 (“Reimbursement Agreement”).
9. 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 Indemnites to attack, set aside, void, or annul the RIR approval that is the subject of these conditions, and any Claims against Indemnites which are in any way related to Indemnites' review of or decision upon the RIR (including without limitation any Claims related to any finding, determination, or claim of exemption made by Indemnites pursuant to the requirements of the California Environmental Quality Act), and any Claims against Indemnites 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 Indemnites, and, at the option of the City, Indemnitors shall either undertake the defense of the matter or pay Indemnites' 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, Indemnites may abandon defense of the action and Indemnitors shall pay all costs resulting therefrom and Indemnites shall have no liability to Indemnitors.

10. Park Owner shall perform the relocation impact mitigation measures set forth in the RIR as approved with modifications pursuant to the Resolution, including these conditions (the "Approved RIR"), in accordance with the procedures, terms, conditions and requirements set forth in the Approved RIR. 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 an available space in a comparable mobilehome park within a reasonable distance of the Park, payment will be provided as set forth below to Eligible Resident Owners or their successors-in-interest (Eligible Resident Owners are registered owner(s) of the mobilehome with title, or trustors or beneficiaries of living trusts holding title to the mobilehome or holding a life estate in the mobilehome, whose mobilehome was located in the Park and who resided in the mobilehome as of the Effective Date of the Resolution):
 - i. Reimburse 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 a reasonable distance of the Park. Transportation of the mobile home will be arranged by the relocation specialist and provided by a licensed, bonded and insured mover, who will disconnect and reconnect all utilities and obtain all required permits;
 - 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. Payment up to \$1,500 for necessary modifications to the mobile home to accommodate a handicapped or disabled person within the replacement park, if the current mobile home has already been modified;
- iv. Services of a relocation specialist, commencing immediately upon the Resolution Effective Date, to assist owners through aspects of the relocation to include, but not be limited to, explaining options and relocation assistance program details, identifying replacement units, coordinate moving arrangements and payment of benefits, not to exceed eight hours of assistance from the relocation specialist.
- 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 applicable time period set forth below with respect to first year of the new tenancy:-

- For Eligible Resident Owners who would have received \$40,000 or more pursuant to Condition No. 10(b)(i) if they had been subject to Option B: 2 years;
- For Eligible Resident Owners who would have received \$30,000 – \$39,999.99 pursuant to Condition No. 10(b)(i) if they had been subject to Option B: 2.5 years;
- For Eligible Resident Owners who would have received \$20,000 – \$29,999.99 pursuant to Condition No. 10(b)(i) if they had been subject to Option B: 3 years;
- For Eligible Resident Owners who would have received \$10,000 – \$19,999.99 pursuant to Condition No. 10(b)(i) if they had been subject to Option B: 3.5 years;
- For Eligible Resident Owners who would have received less than \$10,000 pursuant to Condition No. 10(b)(i) if they had been subject to Option B: 4 years.

When determining how much an Eligible Resident Owner would have received pursuant to Condition No. 10(b)(i) if they had been subject to Option B for purposes of ascertaining the applicable tier set forth above, it shall be assumed that the Eligible Resident Owner would have chosen not to transfer the mobilehome to the Park Owner, such that no deductions would have been made in calculating the Eligible Resident Owner's Appraised Value Payment or Purchase Price Payment, as applicable.

Payments shall be made in accordance with Condition No. 17.

- b. (Option B) In situations where it is not feasible to relocate the mobile home to an available space in a comparable mobilehome park within a reasonable distance of the Park, payment will be provided as set forth below to Eligible Resident Owners or their successors-in-interest to an Eligible Resident Owner 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~~ Planning

Commission Resolution No. 21-2708 as Exhibit "C"; (plus additional moving and relocation assistance provided below), with any outstanding purchase money liens on the mobile home, unpaid property taxes due on the mobile home, or unpaid HCD registration fees, ~~or any other outstanding or required payments due on the mobile home~~ first deducted (except where the Eligible Resident Owner chooses not to transfer the mobile home to the Park Owner and to instead be physically and financially responsible for disposal or disposition of the dwelling pursuant to subparagraph (v), below, in which case there shall be no such deductions) (the "Appraised Value Payment"). Notwithstanding the foregoing, where an Eligible Resident Owner ~~who~~ acquired his/her 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, the Eligible Resident Owner or successor-in-interest 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, with any outstanding purchase money liens on the mobile home, unpaid property taxes due on the mobile home, or unpaid HCD registration fees, ~~or any other outstanding or required payments due on the mobile home~~ first deducted (except where the Eligible Resident Owner chooses not to transfer the mobile home to the Park Owner and to instead be physically and financially responsible for disposal or disposition of the dwelling pursuant to subparagraph (v), below, in which case there shall be no such deductions) (the "Purchase Price Payment"), 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 the claimed 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 claimed purchase price; or (b) an escrow closing statement referencing the purchase of the mobile home for the claimed purchase price; AND

(2) either (a) Certificate of Title with purchase price filled out, referencing the claimed 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 claimed 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 claimed purchase price.

Park residents who wish to be eligible to receive a Purchase Price Payment 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 a Purchase Price Payment based on such claim.

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 mobile home 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 with respect to a claimed purchase price to render a determination as to whether it constitutes Sufficient Documented Proof before the Park Owner becomes obligated to pay the Purchase Price Payment based on such claim. 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 of a claimed purchase price, the matter shall be submitted to the Special Master for a final determination;

- ~~ii. An additional lump sum of \$3,200 for a one bedroom mobilehome, \$3,800 for a two bedroom, and \$4,800 for a three bedroom as rental assistance in the form of first and last month's rent for subsequent housing;~~
- iii. An extra \$5,000 will be provided to Eligible Resident Owners who are 62 years of age or older and/or disabled. Where the title or life estate to a mobilehome is held jointly by a married couple or is otherwise held by multiple individuals who individually or collectively constitute the Eligible Resident Owner(s) of the mobilehome, only one such individual must meet the foregoing criteria in order for this benefit to apply; however, there is a limit of one such \$5,000 payment per mobilehome household);
- ~~iiiv.~~ 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;
- ~~ivv.~~ Services of a relocation specialist to assist Eligible Resident Owners through aspects of the relocation to include, but not be limited to, explaining options and relocation assistance program details, identifying replacement units, coordinate moving arrangements and payment of benefits, not to exceed eight hours of assistance from the relocation specialist;

vi. If the Eligible Resident Owner chooses to transfer the mobilehome to the Park Owner, the Park Owner will be physically and financially responsible for any disposal or disposition of the dwelling;

vii. A lump sum payment to compensate for any differential between rental rates at the Park and the rental housing alternative during the applicable time period set forth below with respect to the tenancy in the rental housing alternative: first year of tenancy.

- For Eligible Resident Owners who receive \$40,000 or more pursuant to Condition No. 10(b)(i): 2 years;
- For Eligible Resident Owners who receive \$30,000 – \$39,999.99 pursuant to Condition No. 10(b)(i): 2.5 years;
- For Eligible Resident Owners who receive \$20,000 – \$29,999.99 pursuant to Condition No. 10(b)(i): 3 years;
- For Eligible Resident Owners who receive \$10,000 – \$19,999.99 pursuant to Condition No. 10(b)(i): 3.5 years;
- For Eligible Resident Owners who receive less than \$10,000 pursuant to Condition No. 10(b)(i): 4 years.

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.

Payments shall be made in accordance with Condition No. 17.

viii. Upon the issuance of the Notice of Termination, Eligible Resident Owners may submit written requests (on a form provided by the Park Owner and approved by the City Attorney, which shall be translated into Spanish by a certified translator at the Park Owner's expense pursuant to the Reimbursement Agreement) to the Park Owner and/or relocation specialist to receive appropriate relocation benefits. Commencing on the Resolution Effective Date, Eligible Resident Owners and will be immediately entitled to the services of the relocation specialist.

c. For Eligible Home Renters (those who occupy a Park-owned mobilehome and are named on its lease agreement with Park Owner at the time the Impact Report was filed with the City (December 30, 2020) as of the Resolution Effective Date), the Park Owner will provide the following:

- i. A fixed payment based on the federal fixed move schedule for the State of California to assist with moving their personal property to a replacement dwelling, provided the renter and all other occupants permanently vacate the Park.

- ii. A lump sum payment to compensate for any differential between rental rates at the Park and the rental housing alternative during the first year of the new 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.
- d. Where services of a relocation specialist are to be provided as set forth herein, a relocation specialist shall be made available to assist mobile home owner residents with their relocation assistance needs, up to 8 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 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 the City 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.

11. Procedures for claiming of benefits and other relocation plan logistics not addressed in these conditions shall be as stated in the RIR. 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, or the Special Master pursuant to Condition No. 19 where applicable.

12. Within 45 days of the Resolution Effective Date, Park Owner shall give a notice of the Approved RIR, including a copy of the Resolution and these conditions (with a copy translated into Spanish pursuant to Condition No. 20), to all Park residents and homeowners. Park Owner shall then give the 6-month notice of termination of tenancy and closure of the Park to resident-homeowners as required by Civil Code section 798.56(g)(2)(A) (as renumbered pursuant to AB 2782) and CMC Section 9128.21(H), except that no such notice shall issue prior to the date that is six months prior to the Earliest Possible Closure Date (the "Notice of Termination"). At the appropriate time(s), Park Owner shall also provide any further notice as may be required for termination of tenancy under applicable law, including but not limited to Civil Code sections 798.56 and 798.57. When necessary, Park Owner shall also provide any the notices required by Condition No. 13, below.

13. Eligible Resident Owners shall select in writing their choice of a relocation impact mitigation assistance package option after the ~~effective date of the Resolution and after the~~ resident receives the Notice of Termination. If an Eligible Resident Owner has failed or refused

to select a relocation assistance option by the date of termination of their Park tenancy pursuant to the Notice of Termination, the following relocation assistance packages shall be automatically applied, provided the Park Owner has given the Eligible Resident Owner a final notice (via personal delivery or certified mail, with delivery to the Eligible Resident Owner or a member of his/her household confirmed) 30 days in advance of same: (i) in situations where it is feasible to relocate the mobile home to a comparable mobile home park within a reasonable distance of the Park – Option A; (ii) in situations where it is not feasible to relocate the mobile home to a comparable mobile home park within a reasonable distance of the Park – Option B. If by the date of termination of the Park tenancy the Eligible Resident Owner has failed or refused to select a relocation assistance option and the Park Owner has failed to give the notice required by this condition, Option B shall apply.

14. The determination of whether it is feasible to relocate a mobile home to an available space in a comparable mobilehome park within a reasonable distance of the Park, for purposes of determining applicability of Option A vs. Option B, is to be made initially by the relocation specialist in accordance with these conditions and the language of CMC Section 9128.21(E)(7) (i.e., “a mobile home [that] cannot be relocated within a reasonable distance to a comparable park”), and is subject to final approval of the Special Master pursuant to Condition No. 19 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” of the Park, unless the resident mobilehome owner expressly agrees in writing to a greater distance.

15. Any relocation impact mitigation benefits provided by the Park Owner may be conditioned on (i) the completion of actual arrangements to move a mobile home and improvements (if Option A applies), or the conveyance of title to the existing mobile home to the Park Owner (if Option B applies and the resident wishes to have the Park Owner pay the costs of removal and disposition of the mobilehome), and/or (ii) the resident agreeing in writing to permanently vacate the Park no later than the date of termination of his or her Park tenancy in accordance with the Approved RIR. Where Option B applies and an Eligible Resident Owner wishes to convey title to their mobilehome to the Park Owner in order to have the Park Owner pay the costs of removal and disposition of the mobilehome, the Eligible Resident Owner and the Park Owner shall enter into a relocation agreement which specifies and requires payment of the applicable Option B relocation impact mitigation measures in accordance with the Approved RIR, and any additional benefits as may be as mutually agreed upon. All relocation agreements entered into between the Park Owner and Park residents shall be in a form approved by the City Attorney and shall provide for the Park Owner to pay any and all escrow closing costs in connection with the conveyance of title to the mobilehome.

16. For all Park residents, the Park Owner may take into consideration individual circumstances of documented hardship to provide additional relief to the resident beyond the required mitigation measures set forth in the Approved RIR, at the sole discretion of the Park Owner.

17. With respect to all required relocation assistance mitigation measures providing for monetary payments to be made by the Park Owner to Park residents, fifty percent (50%) of the amount due shall be paid after Park Owner provides the Notice of Termination (if applicable) and at least 60 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, or (ii) the date of

termination of the Park resident's tenancy, and the remaining 50% shall be paid upon the actual vacation of the Park by all residents of the subject mobilehome. With respect to other relocation assistance mitigation measures (i.e., those not providing for monetary payments to be made by the Park Owner to Park residents), unless the language or context of the applicable relocation assistance mitigation measure requires otherwise, such measures shall be fully performed as to each Park resident after Park Owner provides the Notice of Termination (if applicable) and 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, or (2) the date of termination of the Park resident's tenancy. Notwithstanding the foregoing provisions of this paragraph, 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 substantial compliance with all relocation impact mitigation measures imposed in the Approved RIR pertaining to such resident, and has otherwise fulfilled the notice requirements of Civil Code Sections 798.56 and 798.57, and the notice required in CMC Sections 4700 through 4709 to the extent applicable.

18. Park residents who believe that the appraisal relied upon for purposes of the Resolution failed to adequately consider or account for any [characteristic of the mobile home or any](#) upgrade or improvement made to their mobile home may submit an application to the Director for an adjusted appraisal of their mobile home within 30 days of the Resolution Effective Date. For the application to be eligible for consideration, the resident must provide all of the following information:

- a) resident's name;
- b) resident's space number;
- c) the specific [characteristic](#), improvement or upgrade the resident contends was not taken into account in the appraisal;
- d) proof of the cost of ~~any~~[the](#) asserted improvement or upgrade;
- e) the date when ~~any~~[the](#) asserted improvement or upgrade was made;
- f) photographs depicting the asserted [characteristic](#), improvement or upgrade; and
- g) copies of any and all permits required for ~~any~~[the](#) asserted improvement or upgrade.

Following initial review by the Director or his designee to address and/or correct any errors or omissions, if the Director or his designee determines that the application demonstrates a reasonable likelihood that ~~a~~[a](#) [characteristic](#), upgrade or improvement was not adequately considered or accounted for in the appraisal, the Director will direct the City's appraiser (James Brabant, MAI) to inspect (by remote means if necessary) the mobile home and/or any relevant documentation, and if necessary, adjust the appraisal of the mobile home only with respect to the [characteristic](#), upgrade or improvement in question in accordance with the following parameters:

- 1) Identified [characteristics](#), improvement(s) or upgrade(s) must be absent from appraisal and NADA sheets, ~~and~~ with [any improvements or upgrades having a](#) reported cost in excess of \$1,000;
- 2) Paid invoice or other verifiable proofs of purchase and required permits (if applicable) must be provided with initial adjustment application;
- 3) Non-structural upgrades must have been completed within the last five (5) years;

- 4) Structural upgrades must have been permitted (if required) and completed within the last ten (10) years;

Any modification to the appraised value of the mobile home pursuant to any such adjusted appraisal will be deemed integrated into the appraised in-place market value payment amount approved for the subject mobile home for purposes of Option B, and this modified value will control over the original appraised value for purposes of relocation impact mitigation assistance entitlement pursuant to the Approved RIR. The adjusted appraisal shall not change the method of appraisal or standards previously applied to the original appraisal, but shall only take into account the value of the characteristic, upgrade or improvement previously not taken into account.

19. 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.

20. These conditions shall be translated into Spanish by a certified translator at the Park Owner's expense pursuant to the Reimbursement Agreement, and Spanish copies shall be made available to all Park residents who request same and as required by these conditions.

21. The ~~Commission~~ City Council urges the Park Owner to immediately pursue, upon Park closure pursuant to the Approved RIR, full and complete remediation of any contamination, air pollution, or other adverse environmental or health-related conditions that may exist on or impact the property on which the Park is currently located to a level that would be safe for a future residential use of the Property such as the Park Owner's anticipated future workforce housing use identified in the Park Owner's RIR. This condition is non-binding and failure to comply herewith shall not affect the validity of the approval that is the subject of these conditions.

~~21.~~ 22. The City shall retain jurisdiction to enforce these conditions until the later of the following dates: (i) one year after expiration of the effective period of the Approved RIR; or (ii) one year after all Park residents have vacated the Park pursuant to the Approved RIR. In the event the effective period of the Approved RIR is extended pursuant to CMC Section 9128.21(I)(2), the City Council's jurisdiction to enforce these conditions (subject to any modifications made in connection with the extension approval in accordance with CMC Section 9128.21(I)(2)) shall extend to the corresponding dates with reference to the extension period.