

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

>

>

>

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.

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 time 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 than 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 equable 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



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

McKina Alexander
April 27, 2021
Page 2

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

<p>RECORDED RETURN TO:</p> <p>CITY OF CARSON</p> <p>701 E. CARSON ST</p> <p>CARSON, CA 90745</p>	<p style="text-align: center;">81- 365428</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>RECORDED IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, CA</p> <p>31 APR 10 1981</p> <p>Recorder's Office</p> </div> <div style="border: 1px solid black; padding: 2px; text-align: center; width: fit-content; margin: 5px auto;"> <p>FEE \$5 20</p> </div> <p style="text-align: center;">For Recorder's Use Only</p>
--	---

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

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 Mandok

Stephen Mandok
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.P.

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
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 jsigno@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-Loadsman, 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:

- a) 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;
- b) selling their mobilehome to the park owner;
- c) 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

Space #	Bedrooms	Baths	Year	Width	Length	Expando?	Trade	Manufacturer	On-Site Value	Relocation Benefit (1st + Last Rent)	Moving Cost	Salvage/Transportation/
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	Canyon Crest	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	Blitmore	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		Blitmore	\$ 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	Modline	\$ 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	Fujua	\$ 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	\$ 2,371.52	\$ 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	On-Site Value	Relocation Benefit (1st + Last Rent)	Moving Cost	Transportation/Salvage
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	Universal	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	Blitmore	Blitmore	\$ 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	Metear	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	20	60	no	Somerset	Golden West	\$ 7,042.40	\$ 2,390.40	\$ 1,800.00	\$ 4,500.00
69	2	2	1971	12	52	no	Silvercrest	Silvercrest	\$ 9,712.09	\$ 3,452.80	\$ 1,800.00	\$ 6,100.00
70	2	1	1971	12	60	no	SW/MAN	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	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	1972	12	56	7x11	Fleetwood	Fleetwood	\$ 4,085.75	\$ 2,231.04	\$ 1,800.00	\$ 4,500.00
76	2	1	1975	20	56	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 Shadrow, 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

60

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.)

Rancho Dominguez

Mobile Estates

March 7, 2013

Richard H. Close, Esq.
Gilchrist & Rutter, Professional Corporation
Wilshire Palisades Building
1299 Ocean Avenue, Suite 900
Santa Monica California 90401-1000

Re: City of Carson Settlement Agreement, Alternative Schedule of Rent Increases

Dear Richard,

Per my letter dated March 4, 2013, we are proposing rent increases of approximately \$50-60 per year/per space over a 10-year period which would accrue the necessary funds to offset the overall costs of compensating residents for their homes and relocation, as well as disposal of the used homes in compliance with federal, state and county regulations.

The rationale for the proposed 10-year period was based on several factors:

1. Homeowners have not been provided with any guidance regarding procedures for the phase-out of the mobilehome park
2. Most homeowners at RDME have continued to maintain and upgrade their homes, therefore would need time to amortize their investment
3. Residents are likely not aware of the issue that the age of their homes prevents them from being relocated to other SoCal MH parks
4. As a consequence of the above, most residents are likely unprepared to make a rapid transition to other housing and relocation
 - a. A \$50-60 per year increase would likely be sustainable for the majority of homeowners as they plan and prepare for the transition to market-rate housing based on the compensation/relocation benefits provided in the proposed settlement agreement
 - b. Homeowners that currently are paying off mortgages on their homes would be given sufficient time to amortize their investment to avoid financial loss and/or negative credit which could add further difficulty to their relocation

You indicated to me that the City would prefer a plan for closure of RDME in 5 years or less. For comparison, I have prepared two alternative schedules for rent increases related to the proposed settlement agreement with the City of Carson on the terms for closure of RDME. As shown in **Table 1**, based on a 5-year plan the proposed initial rental increase would be \$46.75 for the remainder of 2013 which is equivalent to a 2.3% average CPI increase from 2007-2012, the period since our last rent increase, which would be outside the increases proposed as "Funds for Closure". Rents would increase by 52.7% in 2014 and thereafter on an annual basis by an additional 2% (the effective percent change in rent would range from 18% to 35% through 2018). As shown in the table below, rent increases of \$200 to \$217 per space/per year would be required

to achieve the same result as our proposal. It is our opinion that such increases would be both strongly opposed and unsustainable by RDME homeowners, and would unjustifiably result in space rents that far exceed those in surrounding areas.

Table 1. Alternative Rent Adjustment Schedule: 5-Year Plan

Year	Rent Increase	Average Rent	Net Percent Change	Funds for Closure (50% Allocation)
2012	-	\$334.01	-	-
2013	\$46.75	\$380.75	14.0%	-
2014	\$200.50	\$581.75	52.7%	\$97,443.00
2015	\$204.51	\$786.76	35.2%	\$196,834.86
2016	\$208.60	\$994.36	26.5%	\$298,214.56
2017	\$212.77	\$1207.13	21.4%	\$401,621.85
2018	\$217.03	\$1424.16	18.0%	\$507,097.29
Total Benefits for Closure				\$1,501,211.55

Table 2. Alternative Rent Adjustment Schedule: 7-Year (2020) Plan

Year	Rent Increase	Average Rent	Net Percent Change	Funds for Closure (50% Allocation)
2012	-	\$334.01	-	-
2013	\$106.00	\$486.75	14.0%	-
2014	\$108.12	\$594.87	27.8%	\$51,516.00
2015	\$110.28	\$705.15	22.2%	\$104,062.32
2016	\$112.49	\$817.64	18.5%	\$157,659.57
2017	\$114.74	\$932.38	16.0%	\$212,328.76
2018	\$117.03	\$1,049.41	14.0%	\$268,091.33
2019	\$119.37	\$1,168.78	12.6%	\$324,969.16
2020	\$106.00	\$486.75	11.4%	\$382,984.54
Total Benefits for Closure				\$1,501,611.68

As shown in **Table 2**, a closure date targeted for 2020 would reduce the annual increases by nearly half while providing a similar amount for the closure of RDME. We believe our proposed 10-year plan or the "2020 plan" would be fair and acceptable to all parties, and that, once enacted, we could work toward a narrower timeframe as more homeowners move forward with their relocation and the impediments for redevelopment become diminished.

Sincerely,



Robert H. Spencer
President

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

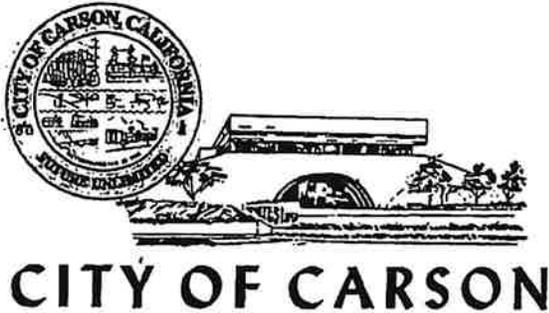
Enclosures

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

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:

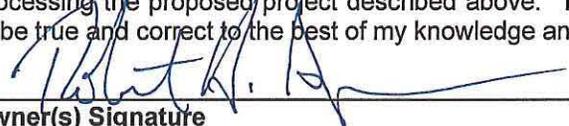
IV. Type of Application

(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

12-FEB-2018

 Date

Robert Spencer, on behalf of Owner, Carter-Spencer Enterprises LLC

 Owner(s) (Please print)



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).)

McKina Alexander
April 5, 2019
Page 3

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-Loadsmann 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

A handwritten signature in blue ink, appearing to read "Thomas W. Casparian". The signature is fluid and cursive, with a large initial "T" and a long, sweeping underline.

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