

MEETING DATE: 09/12/11
AGENDA ITEM: Consideration of 1) Introduction of an Ordinance Amending the Culver City Municipal Code to Add a New Chapter 15.13 Relating to Mobile Home Park Resident Protection; or 2) Direction to Staff to Prepare a Draft “No-Closure” Covenant.

ATTACHMENTS

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1. Proposed Ordinance	1-17
2. Excerpts from State law	18-23
3. Comparison between Proposed City Requirements for the Mobile Home Park Ordinance and State of California Regulations	24-27
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ORDINANCE NO. 2011-_____

AN ORDINANCE OF THE CITY OF CULVER CITY, CALIFORNIA,
AMENDING TITLE 15, LAND USAGE, OF THE CULVER CITY
MUNICIPAL CODE TO ADD A NEW CHAPTER 15.13 RELATING TO
MOBILE HOME PARK RESIDENT PROTECTION.

NOW THEREFORE, the City Council of the City of Culver City, California,
DOES HEREBY ORDAIN as follows:

SECTION 1. Title 15, Land Usage, of the Culver City Municipal Code is
hereby amended to add a new Chapter 15.13 relating to Mobile Home Park resident
protection as follows:

CHAPTER 15.13: - MOBILE HOME PARK RESIDENCE PROTECTION**Sections:**

- 15.13.005 - Purpose and Applicability
- 15.13.010 - Definitions
- 15.13.015 - Mobile Home Park Change of Use or Closure
- 15.13.020 - Application Filing for Relocation Impact Report
- 15.13.025 - Required Notification
- 15.13.030 - Informational Meetings
- 15.13.035 - Relocation Impact Report
- 15.13.040 - Findings and Conditions of Approval
- 15.13.045 - Relocation Assistance Benefits
- 15.13.050 - Exemption from Relocation Assistance Benefits
- 15.13.055 - Fees

15.13.005 - Purpose and Applicability

- A. **Purpose.** It is the intent of this Chapter to carry out and supplement the requirements of State law for the purpose of mitigating adverse impacts of the closure or change of use of a Mobile Home Park to other uses or the discontinuance of use of Mobile Home Parks on eligible, displaced Mobile Home Owners and residents by requiring Mobile Home Park Owners to provide adequate relocation assistance benefits.

1 **B. Applicability.**

- 2 1. Except as otherwise provided, this Chapter shall apply to all existing
- 3 and/or future Mobile Home Parks.
- 4 2. This Chapter shall not apply to:
- 5 a. A Resident-Owned Mobile Home Park, or
- 6 b. The discontinuance of the use of property as a Mobile Home
- 7 Park which is the result of an adjudication of bankruptcy of the
- 8 Mobile Home Park by a court of competent jurisdiction. The
- 9 Applicant shall have the burden to produce substantial evidence
- 10 that a court of competent jurisdiction has determined in
- 11 connection with a proceeding in bankruptcy that the
- 12 discontinuance of use of the affected Mobile Home Park is
- 13 necessary. The documentation shall include the title, case
- 14 number, and court in which the bankruptcy proceedings were
- 15 held, and certified copies of all pertinent judgments, orders and
- 16 decrees of the court.
- 17 c. A Mobile Home Park where the Applicant has entered into a
- 18 written agreement with 100 percent of the Eligible Occupants
- 19 providing for mutually satisfactory relocation assistance
- 20 benefits. The written agreement shall comply with the
- 21 requirements of Section 15.13.050.C.1.a. The agreements
- 22 shall be recorded against the Mobile Home Park property on the
- 23 records of the County of Los Angeles in sufficient form and
- 24 detail to advise a potential purchaser of the fee interest in the
- 25 Mobile Home Park property of the existence of and content of
- 26 the agreement. Any prospective purchaser of a Mobile Home in
- 27 the Mobile Home Park shall be advised as to the existence of
- 28 any such agreements before purchasing a Mobile Home and
- provided with a copy of the recorded agreements.

22 **15.13.010 - Definitions**

23 In addition to the definitions contained elsewhere in this Code, the following words

24 and phrases shall, for the purposes of this Chapter, be defined as follows, unless it

25 is clearly apparent from the context that another meaning is intended. Should any

26 of the definitions be in conflict with any other provision of this Code, these definitions

shall prevail.

27 **Adjusted Fair Market Value.** The Adjusted Fair Market Value of the Mobile Home

28 shall be calculated as follows: The allowable National Automobile Dealers

1 Association (NADA) Appraisal Guide value of the Mobile Home plus 50% of the site
2 value of the Mobile Home while located on the present site in place, as determined
3 by an appraiser who has the professional designation of MAI by the American
4 Institute of Real Estate Appraisers of the National Association of Realtors and is
5 experienced with manufactured housing.

6 **Applicant.** The person, firm, corporation, partnership, or other entity having
7 leasehold interest in or fee ownership of a Mobile Home Park. If the holder of the
8 majority interest in the fee ownership of the Mobile Home Park is not the Applicant,
9 then the Applicant must provide evidence of the majority interest owner's consent to
10 the filing of the application for consideration of a Relocation Impact Report. If the
11 Applicant is the holder of a leasehold interest in the Mobile Home Park, the owner(s)
12 of the fee interest in the Mobile Home Park shall consent to the application for
13 consideration of a Relocation Impact Report.

14 **City Council.** The City Council of the City of Culver City.

15 **Change of Use of a Mobile Home Park.** Use of a Mobile Home Park for a purpose
16 other than the rental or the holding out for rent of two or more Mobile Home Spaces
17 to accommodate Mobile Homes used for human habitation. Change of Use shall
18 not mean the adoption, amendment, or repeal of a Mobile Home Park rule or
19 regulation. Change of Use may affect an entire Mobile Home Park or any portion
20 thereof. A Change of Use shall not include a change to a Resident-Owned Mobile
21 Home Park.

22 **Closure of a Mobile Home Park or Mobile Home Park Closure.** The
23 discontinuance of the use of property as a Mobile Home Park.

24 **Director.** The City of Culver City Community Development Director or his/her
25 designee.

26 **Eligible Occupant.** A Mobile Home Owner residing in the Mobile Home on a full
27 time basis and his or her "immediate family," as that term is defined in California
28 Civil Code Section 798.35, who resides in the Mobile Home at the time of filing of
the Relocation Impact Report application with the City. Eligible Occupant shall
include a Mobile Home Owner who is subleasing his or her Mobile Home, pursuant
to the provisions of California Civil Code Section 798.23.5, due to a medical
emergency or medical treatment that requires the Mobile Home Owner's temporary
absence from his or her home. Eligible occupant shall not include a Non-Owner
Resident.

Housing and Urban Development (HUD). The United States Department of
Housing and Urban Development.

Housing Division. The Housing Division of the City of Culver City.

1 **Mobile Home.** A structure designed for human habitation and for being moved on a
2 street or highway under permit pursuant to California Vehicle Code Section 35790.
3 Mobile home does not include a recreation vehicle, as defined in California Civil
4 Code Section 799.29, except as modified by California Civil Code Section 798.3 (b),
5 or a commercial coach, as defined in California Health and Safety Code Section
6 18218.

7 **Mobile Home Owner.** The owner(s) of a Mobile Home, or person(s) purchasing a
8 Mobile Home pursuant to a written contract.

9 **Mobile Home Park.** An area of land where two or more Mobile Home Spaces are
10 rented, or held out for rent, to accommodate Mobile Homes used for human
11 habitation. Mobile Home Park shall not include a Resident-Owned Mobile Home
12 Park.

13 **Non-Owner Resident.** A resident of a Mobile Home who does not have any
14 ownership interest in the Mobile Home in which he or she resides.

15 **Park-Owned Mobile Home.** Any Mobile Home which is owned by the Mobile Home
16 Park owner or any person or entity which has an ownership interest in the Mobile
17 Home Park.

18 **Relocation Impact Report.** A report on the impact of a Closure or Change of Use
19 of a Mobile Home Park upon the displaced residents of such Mobile Home Park, as
20 required by California Government Code Sections 65863.7 and 66427.4 and
21 containing the information set forth in Section 15.13.035 of this Chapter.

22 **Resident-Owned Mobile Home Park.** A Mobile Home Park that is owned by its
23 residents, including, but not limited to, a condominium, stock cooperative or planned
24 unit development of a Mobile Home Park.

25 **Space.** Any area, tract of land, site, lot, pad or portion of a Mobile Home Park
26 designated or used for the occupancy of one Mobile Home.

27 **15.13.015 - Mobile Home Park Change of Use or Closure**

- 28
- 29 **A.** Prior to the approval of an application for a General Plan amendment, zoning
30 designation amendment or any other land use permit that would result in a
31 Change of Use or Closure of a Mobile Home Park, an application for
32 consideration of a Relocation Impact Report must be filed with the Planning
33 Division.
 - 34 **B.** No application for a General Plan amendment, zoning designation
35 amendment or any other land use permit that would result in a Change of
36 Use or Closure of a Mobile Home Park shall be deemed complete unless the

Applicant has submitted a Relocation Impact Report approved by the City Council in accordance with the provisions of this Chapter.

- C. No Relocation Impact Report shall be accepted by the City, which was approved by the City Council more than six months prior to the date of the filing of an application for a General Plan amendment, zoning designation amendment or any other land use permit that would result in a Change of Use or Closure of a Mobile Home Park.
- D. No building permit shall be issued pertaining to a project that resulted in a Change of Use or Closure of a Mobile Home Park unless and until the Applicant files a written statement with the Director, signed under penalty of perjury, that relocation assistance benefits required pursuant to the approved Relocation Impact Report have been provided, that the Applicant has complied with all Relocation Impact Report conditions of approval, and the notice period provided by the notice of termination of tenancy, as set forth in Section 15.13.025.C, has expired.

15.13.020 - Application Filing for Relocation Impact Report

- A. A Relocation Impact Report application shall be completed, filed with the Housing Division and processed in compliance with this Chapter. The application package shall include all information specified in the application, any applicable Housing Division handout, any additional information required by the Director in order to conduct a thorough review of the proposed application, and all applicable fees.
- B. It is the responsibility of the Applicant to establish evidence in support of the finding required by Section 15.13.040.A.

15.13.025 - Required Notification

The following notification requirements are in addition to any State law notification requirements relating to the Change of Use or Closure of a Mobile Home Park. Where the requirements of State law and this Chapter conflict, the Applicant shall comply with the more stringent requirement.

- A. Upon the filing of a Relocation Impact Report application, the Applicant shall provide written notification to each prospective new resident of the Mobile Home Park that such application has been filed with the City. Such written notification shall be given to the prospective resident prior to the purchase of a Mobile Home and/or execution of a rental agreement or commencement of the resident's occupancy, whichever occurs first. Proof of service, signed under penalty of perjury, that each prospective resident received by mail or

1 personal delivery the notification required by this Subsection 15.13.015.A
2 shall be filed with the Director.

3 **B.** Not later than 45 days prior to the public hearing to consider the Relocation
4 Impact Report, the Applicant shall provide written notification to each Mobile
5 Home Owner and resident in the Mobile Home Park of the dates, times, and
6 locations of the public hearing and the informational meetings required to be
7 held pursuant to Section 15.13.030. Such written notification shall include a
8 copy of the proposed Relocation Impact Report and a copy of this Chapter.
9 The copies shall be provided free of charge. Proof of service, signed under
10 penalty of perjury, that each Mobile Home Owner and resident of the Mobile
11 Home Park has received by mail or personal delivery the notification and
12 copies required by this Subsection 15.13.025.B, must be filed with the
13 Director at least 14 days prior to the public hearing.

14 **C.** Not later than 12 months prior to the date the Mobile Home Owners and
15 residents of the Mobile Home Park are required to vacate the Mobile Home
16 Park, Applicant shall provide written notification of termination of tenancy, by
17 certified mail, to all Mobile Home Owners and residents of the Mobile Home
18 Park.

19 **15.13.030 Information Meetings**

20 **A.** Not later than 21 days prior to the public hearing to consider the Relocation
21 Impact Report, the Applicant shall conduct at least one informational meeting
22 for the Mobile Home Owners and residents of the Mobile Home Park
23 regarding the status of the Relocation Impact Report to be considered, the
24 timing of the proposed relocation of Eligible Occupants, and the details
25 nature of the relocation assistance benefits proposed in the Relocation
26 Impact Report.

27 **B.** All informational meetings shall be scheduled and held to maximize the
28 number of Mobile Home Owners and residents of the Mobile Home Park that
are able to attend these meetings. The informational meeting or meetings
shall be conducted on the premises of the Mobile Home Park or other
appropriate location as approved by the Director. The Applicant's retained
Relocation Specialist(s) ~~housing specialist(s)~~ designated in the Relocation
Impact Report shall be present at all informational meetings.

C. Not later than 14 days prior to the public hearing to consider the Relocation
Impact Report, the Applicant shall file with the Director a statement made
under penalty of perjury that the Applicant has complied with the
requirements of this Section 15.13.030. Such statement shall include the
date, time, and place where such informational meeting or meetings were
conducted and the names and addresses of all attendees.

15.13.035 - Relocation Impact Report

A. Purpose. The purpose of the Relocation Impact Report is to address the impact on residents of a Mobile Home Park, who qualify as Eligible Occupants, who will be displaced as a result of the Change of Use or Closure of the Mobile Home Park.

B. Process.

1. The Applicant shall select a consultant and relocation specialist (hereinafter, collectively, "Relocation Specialist"), subject to the Director's approval, to prepare a Relocation Impact Report relating to the Change of Use or Closure of a Mobile Home Park.
2. Upon the filing of a Relocation Impact Report application, the City shall notify the Mobile Home Park residents that such application has been filed and a Relocation Impact Report will be prepared.

C. Required Content of Report. The Relocation Impact Report shall contain, but need not be limited to, the following information:

1. A legal description of the Mobile Home Park property.
2. A map and detailed description of the condition of the Mobile Home Park, including the nature and location of structures, landscaping, easements, utilities and other onsite features and amenities.
3. The names and addresses of all Mobile Home Owners within the Mobile Home Park as shown on each respective title documentation for the Mobile Homes located in Spaces within the Mobile Home Park, and the names and addresses of all residents within the Mobile Home Park as of the date of the Relocation Impact Report application.
4. The number of Spaces within the Mobile Home Park, length of occupancy by the current residents of each Space, and the current lease or rental rate for each Space, including a full description of all utilities separately billed by the Mobile Home Park to the residents and any utilities that may be included in the lease or rental rate for the Space.
5. For each Mobile Home within the Mobile Home Park, the age, date of manufacture, type, width, size, and Space number, and a copy of a

1 title search conducted through the California Department of Housing
2 and Community Development.

- 3 6. The total number of residents in each Mobile Home, each resident's
4 Space number, resident status (Eligible Occupant or Non-Owner
5 Resident), whether any residents are the "immediate family," as that
6 term is defined in California Civil Code Section 798.35, of the Eligible
7 Occupant, residents' names and whether the Mobile Home is a
8 principal residence or second home. All residents shall be classified
9 as Eligible Occupants or Non-Owner Residents.
- 10 7. A description of the project proposed for the property that is the
11 subject of the Mobile Home Park Change of Use or Closure, if
12 applicable.
- 13 8. The proposed schedule for the Mobile Home Park Change of Use or
14 Closure.
- 15 9. The location of all reasonably comparable Mobile Home Parks within a
16 20 mile radius of the Mobile Home Park that is the subject of the
17 Change of Use or Closure, including the reasonably comparable
18 Mobile Home Park name, number of Spaces, number of vacancies,
19 lease rates and terms, policies, age or other restrictions imposed upon
20 the residents of a Mobile Home, restrictions on the type of Mobile
21 Homes and residents accepted in the Mobile Home Park, amenities
22 offered, and proximity to services (bus stops, grocery stores, hospitals,
23 etc.).
- 24 10. A determination of the total number of Mobile Homes that are eligible
25 to be relocated to a reasonably comparable Mobile Home Park, and
26 the basis on which such determination is made.
- 27 11. The estimated cost of relocating the eligible Mobile Homes identified in
28 Subsection 10 above to available Spaces in reasonably comparable
Mobile Home Parks within the area identified in the Relocation Impact
Report. The cost of relocating shall include the costs of physically
moving to a new site the eligible Mobile Home and movable
improvements, such as patios, carports and porches. Such costs may
include the dismantling, packing, moving, unpacking, reassembling,
and rebuilding of the Mobile Home and movable improvements
(including skirting and tie-downs), and the packing, moving and
unpacking of all personal property.
12. An estimate of the Adjusted Fair Market Value of each Mobile Home
and all associated fixed property that cannot be relocated to a
reasonably comparable Mobile Home Park. In determining the
Adjusted Fair Market Value, the appraiser shall consider each Mobile

1 Home in its current location assuming the continuation of the Mobile
2 Home Park in a safe, sanitary, and well-maintained condition with
3 competitive lease rates.

4 **13.** The basis for a conclusion that a Mobile Home and all associated fixed
5 property that cannot be relocated to a reasonably comparable Mobile
6 Home Park ~~cannot be relocated~~ and the basis for determining the
7 Adjusted Fair Market Value of such Mobile Home.

8 **14.** The availability and cost of rental housing of reasonably comparable
9 size and quality within a 15 mile radius of the Mobile Home Park.

10 **15.** A relocation plan which shall include a schedule for physically
11 relocating each Mobile Home, and/or payment of relocation
12 assistance.

13 **16.** Proposed measures to adequately mitigate the adverse impacts of the
14 Change of Use or Closure of the Mobile Home Park upon each Eligible
15 Occupant based on the information provided in the Relocation Impact
16 Report.

17 **17.** A list of Mobile Home movers and housing specialists with proven
18 expertise in the fields of housing and relocation of persons displaced
19 from housing. This list shall include the names, addresses, and
20 telephone numbers of persons who are qualified as Mobile Home
21 movers, and an explanation of the services that each housing
22 specialist provides.

23 **18.** Any additional information required by the Director in order to conduct
24 a thorough review of the impacts to Eligible Occupants and the
25 proposed Relocation Impact Report.

26 **19.** Applicant's retained Relocation Specialist shall determine what
27 constitutes a "reasonably comparable" mobile home park or other
28 rental housing, as referenced in this Subsection 15.13.035.C.

D. Confidential Household and Income Data. Applicant's retained consultant
Relocation Specialist shall provide the Housing Division with the income
information for each household within the Mobile Home Park, as well as the
ages and number of residents who are physically disabled in each household.
Such confidential information shall not be discloseable under the Public
Records Act, and shall not be included in the Relocation Impact Report, but
provided separately on a Housing Division-approved form.

E. Notification and Availability of Report. The Relocation Impact Report
approved by the City Council shall remain on file with the Director for review
by any interested person. Within 10 days of the City Council's approval of

1 the Relocation Impact Report, the City shall notify each of the Mobile Home
2 Park Owners, Mobile Home Owners and Mobile Home Park residents of the
3 approval and availability of the Relocation Impact Report.

4 **F. Expiration and Extension of Report.**

- 5 1. The Relocation Impact Report shall expire one year from the date of its
6 approval unless 55% percent or more of the Eligible Occupants
7 receive relocation assistance benefits in accordance with the approved
8 Relocation Impact Report, or the Applicant requests an extension
9 setting forth justification for not having proceeded within the one-year
10 period. No more than two extensions may be granted by the City
11 Council. A request for an extension must be filed with the Director not
12 less than 45 days prior to the expiration of the Relocation Impact
13 Report. A public hearing before the City Council shall be held on the
14 request of the Applicant. If such extension occurs, all required
15 deadlines set forth in the Relocation Impact Report will also be
16 extended for the same time period granted by the extension of the
17 Relocation Impact Report.
- 18 2. If relocation assistance benefits have not been provided to all Eligible
19 Occupants within one year of approval of the Relocation Impact
20 Report, on the anniversary date each year after the approval of the
21 Relocation Impact Report, the relocation assistance benefits shall be
22 increased by an amount equivalent to the cost-of-living index for the
23 Los Angeles/Riverside/Orange County area published by the U.S.
24 Department of Labor. The increase shall be determined by taking the
25 average CPI for the quarterly period closest to the anniversary date of
26 the approval of the Relocation Impact Report.
- 27 3. If relocation assistance benefits have not been provided to all Eligible
28 Occupants in accordance with the approved Relocation Impact Report
within three years of the original date of approval, a new Relocation
Impact Report shall be prepared in accordance with Section
15.13.035.

22 **15.13.040 - Findings and Conditions of Approval**

23 **A. Required Finding.**

24 Following a public hearing, the City Council shall, by resolution, record its
25 decision of whether to approve, conditionally approve or reject the Relocation
26 Impact Report. The Relocation Impact Report may be approved, with or
27 without conditions, only after first adopting a written finding that the mitigation
28 measures set forth in the Relocation Impact Report will adequately mitigate
the impact of the Change of Use or Closure of the Mobile Home Park on

Eligible Occupants. The criteria considered when making such a finding shall include, but not be limited to, one or more of the following:

1. All requirements of applicable State law and this Chapter have been satisfied.
2. Whether there will exist, at the time of Change of Use or Closure of the Mobile Home Park available Spaces within a reasonably comparable Mobile Home Park located within a 20 mile radius of the City to accommodate the displaced eligible Mobile Homes.
3. Whether the age, type, condition, and style of Mobile Homes within the Mobile Home Park proposed for Change of Use or Closure are such that the Mobile Homes are able to be moved and accepted into reasonably comparable parks located within a 20 mile radius of the City.
4. Whether the Eligible Occupant cannot relocate to a reasonably comparable Mobile Home Park located within a 20 mile radius of the City and the justification for that conclusion.
5. Whether there is evidence that the Applicant has attempted, at any time, to evict or otherwise cause the removal of Eligible Occupants for the purpose of avoiding or reducing payment of relocation assistance benefits.
6. Whether reports and notices required by applicable State law and this Chapter have been properly prepared and properly served.
7. If the Change of Use or Closure of the Mobile Home Park is to another residential use, whether the residents of the Mobile Home Park will have an opportunity to rent or purchase, if for sale, the new units, and whether the construction schedule will result in unreasonable long-term displacements.
8. Whether the relocation assistance benefits to be provided adequately mitigate any adverse impacts of the Change of Use or Closure of the Mobile Home Park on the Eligible Occupants.
9. Based upon the mitigation measures proposed, whether the proposed Change of Use or Closure of the Mobile Home Park is consistent with the goals, policies, and objectives of the City's General Plan, any applicable Specific Plans, and provisions of the Zoning Code.
10. Based upon the mitigation measures proposed, whether the proposed Change of Use or Closure of the Mobile Home Park will be detrimental to the public health, safety and general welfare.

B. Conditions of Approval.

In approving a Relocation Impact Report, the City Council may impose conditions to adequately mitigate any adverse impacts on Eligible Occupants that are associated with the Change of Use or Closure of the Mobile Home Park. Conditions of approval may include, but are not limited to, the following:

1. Payment of relocation assistance to each Eligible Occupant who resided in the Mobile Home Park at the time of the filing of the Relocation Impact Report application and who will actually be displaced as a result the Change of Use or Closure of the Mobile Home Park.
2. Payment of the cost of relocating the eligible Mobile Homes identified in the Relocation Impact Report to available Spaces in reasonably comparable Mobile Home Parks within the study area referenced in the Relocation Impact Report. The cost of relocating the eligible Mobile Homes shall include the costs of physically moving to a new site the eligible Mobile Home and movable improvements, such as patios, carports and porches. Such costs may include the dismantling, packing, moving, unpacking, reassembling, and rebuilding of the Mobile Home and movable improvements (including skirting and tie-downs), and the packing, moving and unpacking of all personal property.
3. For Eligible Occupants who are unable to reasonably relocate their Mobile Home, payment of the Adjusted Fair Market Value for their Mobile Home based on information contained in the approved Relocation Impact Report, and reasonable expenses incurred in relocating to a new residence within the study area referenced in the Relocation Impact Report.
4. Payment to Eligible Occupants of a lump sum to compensate for payment of the first and last months rent at a new-reasonably comparable Mobile Home Park or other rental housing, as determined by the Relocation Specialist.
5. Based on a showing of financial hardship, the payment to Eligible Occupants of a security deposit at a new Mobile Home Park or other rental housing may be considered.
6. If the Mobile Home Park is to be developed into another residential use, a requirement to set aside a certain number of affordable units for the low income residents of the Mobile Home Park, either on-site or off-site within the City limits, pursuant to the provisions of the State affordable housing law.

7. If the Mobile Home Park is to be converted to another residential use, a requirement to offer residential units for rental or purchase first to Eligible Occupants of the existing Mobile Home Park.

C. Reasonably Comparable Determination. Applicant's retained Relocation Specialist shall determine what constitutes a "reasonably comparable" mobile home park or other rental housing, as referenced in this Section 15.13.040.

15.13.045 - Relocation Assistance Benefits

- A. Not later than 30 days from the approval of the Relocation Impact Report, the Applicant's retained Relocation Specialist(s)~~housing specialist(s)~~, shall make personal contact with each Eligible Occupant of the Mobile Home Park and commence consultations to discuss the applicable relocation assistance benefits to be provided. The Relocation Specialist(s)~~housing specialist(s)~~ shall give each Eligible Occupant written notice of his or her relocation assistance benefits.
- B. Applicant shall provide written notice to each Eligible Occupant who is entitled to relocation assistance benefits that he or she has 90 days to select his or her relocation assistance benefits. Not later than 90 days from the date of notification to the Eligible Occupants of their respective relocation assistance benefits, Eligible Occupants who are entitled to make selections between alternative relocation assistance benefits shall submit to the Applicant their selection of relocation assistance benefits in writing on a form provided by the Relocation Specialist(s)~~housing specialist(s)~~. Eligible Occupants who do not submit their selection of relocation assistance benefits to the Applicant within the 90-day period, shall forfeit all rights to such benefits.
- C. Cash or monetary relocation assistance benefits shall be paid to the Eligible Occupant at least 45 days prior to the date the Eligible Occupant is required to vacate the Mobile Home Park.
- D. A request for modification of the time limits set forth in subsections A, B and C shall be considered by the City Council at the public hearing for the Relocation Impact Report.

15.13.050 - Exemption from Relocation Assistance Benefits

- A. Any person who files a Relocation Impact Report application may, together with such application, file a written request for a total or partial exemption from the obligation to provide relocation assistance benefits, accompanied by a completed Relocation Impact Report. A request for exemption shall be considered by the City Council at the public hearing for the Relocation Impact Report.

- 1 B. If a request for an exemption is filed, the Applicant shall notify the Mobile
2 Home Owners and residents of the Mobile Home Park of the request for
3 exemption, providing them with a copy of the request for exemption and a
4 description of the project proposed for the property that is the subject of the
5 Change of Use or Closure of the Mobile Home Park.
- 6 C. A request for exemption from the obligation to provide relocation assistance
7 benefits shall include a statement specifying at least one of the following
8 bases for the exemption:
- 9 1. The Applicant has entered into a written agreement with specified all
10 Eligible Occupants providing for mutually satisfactory relocation
11 assistance benefits. A request for exemption under this Subsection
12 shall apply to only those specified Eligible Occupants that have
13 reached an agreement with the Applicant and shall comply with the
14 following:
- 15 a. The written agreement shall be in at least 12-point type and
16 shall include, but is not limited to, the following terms and
17 conditions:
- 18 i. The Eligible Occupant is aware of the provisions of this
19 Chapter and a copy of this Chapter is attached to the
20 agreement.
- 21 ii. The Eligible Occupant's right to seek advice of an
22 attorney prior to signing the agreement.
- 23 iii. A reasonable time table for the provision of relocation
24 assistance and a clause that such agreement shall
25 become void if such relocation assistance has not been
26 provided within the agreed upon time table.
- 27 iv. Any Eligible Occupant signing such an agreement may
28 rescind it in writing within 10 days of signing the
agreement.
- v. No Eligible Occupant signing a relocation assistance
agreement may contest the adequacy of the Relocation
Impact Report.
- b. The agreement shall be recorded against the Mobile Home
Park property on the records of the County of Los Angeles in
sufficient form and detail to advise a potential purchaser of the
fee interest in the Mobile Home Park property of the existence
of and content of the agreement.

1 c. Any prospective purchaser of a Mobile Home in the Mobile
2 Home Park shall be advised as to the existence of any such
3 agreements before purchasing a Mobile Home and provided
4 with a copy of the recorded agreements.

5 2. The provision of relocation assistance would eliminate substantially all
6 reasonable use and economic value of the property, and continued
7 use of the property as a Mobile Home Park would eliminate
8 substantially all reasonable use and economic value of the property for
9 reasons not caused or contributed to by the Mobile Home Park Owner.
10 A request for exemption under this Subsection shall be accompanied
11 by a qualified appraisal and shall include the following:

12 a. Statements of profit and loss from the operations of the Mobile
13 Home Park for the five-year period prior to the date of the
14 Relocation Impact Report application. Such statements must
15 be certified by a certified public accountant. All such
16 statements shall remain confidential to the extent permitted by
17 law.

18 b. If the Applicant contends that continued use of the property as a
19 Mobile Home Park is economically infeasible due to the costs
20 of necessary repairs, improvements or both, that are not the
21 result of the Mobile Home Park Owner's negligent failure to
22 properly maintain the Mobile Home Park, then the following
23 items must accompany the request for exemption:

24 i. A statement made under penalty of perjury by a State
25 licensed general contractor, experienced in the design,
26 construction and maintenance of a California Mobile
27 Home Park, which shall include the following:

28 (a) Contractor has thoroughly inspected the entire
Mobile Home Park, has determined that repairs
and improvements must be made to the Mobile
Home Park to maintain it in a decent, safe and
sanitary condition, and that those repairs are not
the result of the Mobile Home Park Owner's or
Applicant's negligent failure to properly maintain
the property.

(b) An itemized statement of improvements and
repairs and the estimated costs of those
improvements and repairs due to deferred
maintenance.

1 (c) The minimum period of time in which such
2 improvements or repairs must be made.

3 ii. If the Director requires an analysis of the information
4 submitted by the general contractor, the Director may
5 procure services of another licensed general contractor,
6 at the Applicant's sole cost and expense, to provide such
7 written analysis, before consideration of the request for
8 exemption of the Applicant's obligation to provide
9 relocation assistance benefits.

10 iii. A statement verified by a certified public accountant as to
11 the necessary increase in rental rates of Mobile Home
12 Spaces within the Mobile Home Park within the next five
13 years necessary to pay for such improvements and
14 repairs that are not the result of the Mobile Home Park
15 Owner's or Applicant's negligent failure to properly
16 maintain the Mobile Home Park property.

17 iv. An estimate, provided by a qualified real estate appraiser
18 of the value of the Mobile Home Park property if the
19 Change of Use of the Mobile Home Park was approved
20 for development consistent with the Relocation Impact
21 Report application and the value of the property if the
22 use was continued as a Mobile Home Park.

23 v. Such other information which the Applicant believes to
24 be pertinent or which may be required by the Director.

25 **15.13.055 - Fees and Costs**

26 The Applicant shall be responsible for all expenses incurred by the City in
27 connection with the submittal, review and processing of the Relocation Impact
28 Report application, including all costs relating to the retention of consultants to
review and verify the information contained in the Relocation Impact Report.
Applicant shall also be responsible for all costs in implementing, monitoring and
enforcing the provisions of this Chapter. Such fees and costs shall be set forth in a
fee schedule established by resolution of the City Council.

29 **SECTION 2.** Pursuant to Section 619 of the City Charter, this Ordinance
30 shall take effect thirty (30) days after the date of its adoption. Pursuant to Sections 616
31 and 621 of the City Charter, prior to the expiration of fifteen (15) days after the adoption,

1 the City Clerk shall cause this Ordinance, or a summary thereof, to be published in the
2 Culver City News and shall post this Ordinance or a summary thereof in at least three
3 places within the City.
4

5
6 **SECTION 3.** The City Council hereby declares that, if any provision, section,
7 subsection, paragraph, sentence, phrase or word of this ordinance is rendered or declared
8 invalid or unconstitutional by any final action in a court of competent jurisdiction or by
9 reason of any preemptive legislation, then the City Council would have independently
10 adopted the remaining provisions, sections, subsections, paragraphs, sentences, phrases
11 or words of this ordinance and as such they shall remain in full force and effect.
12

13
14 **APPROVED AND ADOPTED** this _____ day of _____, 2011.
15

16
17
18 _____
MICHEÁL O'LEARY, Mayor
City of Culver City, California

19
20 ATTEST:

APPROVED AS TO FORM:

21
22 _____
MARTIN R. COLE, City Clerk

23
24 _____
CAROL A. SCHWAB, City Attorney

65863.7. (a) Prior to the conversion of a mobilehome park to another use, except pursuant to the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7), or prior to closure of a mobilehome park or cessation of use of the land as a mobilehome park, the person or entity proposing the change in use shall file a report on the impact of the conversion, closure, or cessation of use upon the displaced residents of the mobilehome park to be converted or closed. In determining the impact of the conversion, closure, or cessation of use on displaced mobilehome park residents, the report shall address the availability of adequate replacement housing in mobilehome parks and relocation costs.

(b) The person proposing the change in use shall provide a copy of the report to a resident of each mobilehome in the mobilehome park at least 15 days prior to the hearing, if any, on the impact report by the advisory agency, or if there is no advisory agency, by the legislative body.

(c) When the impact report is filed prior to the closure or cessation of use, the person or entity proposing the change shall provide a copy of the report to a resident of each mobilehome in the mobilehome park at the same time as the notice of the change is provided to the residents pursuant to paragraph (2) of subdivision (g) of Section 798.56 of the Civil Code.

(d) When the impact report is filed prior to the closure or cessation of use, the person or entity filing the report or park resident may request, and shall have a right to, a hearing before the legislative body on the sufficiency of the report.

(e) The legislative body, or its delegated advisory agency, shall review the report, prior to any change of use, and may require, as a condition of the change, the person or entity to take steps to mitigate any adverse impact of the conversion, closure, or cessation of use on the ability of displaced mobilehome park residents to find adequate housing in a mobilehome park. The steps required to be taken to mitigate shall not exceed the reasonable costs of relocation.

(f) If the closure or cessation of use of a mobilehome park results from the entry of an order for relief in bankruptcy, the provisions of this section shall not be applicable.

(g) The legislative body may establish reasonable fees pursuant to Section 66016 to cover any costs incurred by the local agency in implementing this section and Section 65863.8. Those fees shall be paid by the person or entity proposing the change in use.

(h) This section is applicable to charter cities.

(i) 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).

(j) This section is applicable when the closure, cessation, or change of use is the result of a decision by an enforcement agency, as defined in Section 18207 of the Health and Safety Code, to suspend the permit to operate the mobilehome park. In this case, the mobilehome park owner is the person proposing the change in use for 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).

65863.8. A local agency to which application has been made for the conversion of a mobilehome park to another use shall, at least 30 days prior to a hearing or any other action on the application, inform the applicant in writing of the provisions of Section 798.56 of the Civil Code and all applicable local requirements which impose upon the applicant a duty to notify residents and mobilehome owners of the mobilehome park of the proposed change in use, and shall specify therein the manner in which the applicant shall verify that residents and mobilehome owners of the mobilehome park have been notified of the proposed change in use. Neither a hearing on the application, nor any other action thereon, shall be taken by the local agency before the applicant has satisfactorily verified that the residents and mobilehome owners have been so notified, in the manner prescribed by law or local regulation.

66427.4. (a) At the time of filing a tentative or parcel map for a subdivision to be created from the conversion of a mobilehome park to another use, the subdivider shall also file a report on the impact of the conversion upon the displaced residents of the mobilehome park to be converted. In determining the impact of the conversion on displaced mobilehome park residents, the report shall address the availability of adequate replacement space in mobilehome parks.

(b) The subdivider shall make a copy of the report available to each resident of the mobilehome park at least 15 days prior to the hearing on the map by the advisory agency or, if there is no advisory agency, by the legislative body.

(c) The legislative body, or an advisory agency which is authorized by local ordinance to approve, conditionally approve, or disapprove the map, may require the subdivider to take steps to mitigate any adverse impact of the conversion on the ability of displaced mobilehome park residents to find adequate space in a mobilehome park.

(d) This section establishes a minimum standard for local regulation of conversions of mobilehome parks into other uses and shall not prevent a local agency from enacting more stringent measures.

(e) This section shall not be applicable to a subdivision which is created from the conversion of a rental mobilehome park to resident ownership.

CIVIL CODE

SECTION 798.55-798.61

798.55. (a) The Legislature finds and declares that, because of the high cost of moving mobilehomes, the potential for damage resulting therefrom, the requirements relating to the installation of mobilehomes, and the cost of landscaping or lot preparation, it is necessary that the owners of mobilehomes occupied within mobilehome parks be provided with the unique protection from actual or constructive eviction afforded by the provisions of this chapter.

(b) (1) The management may not terminate or refuse to renew a tenancy, except for a reason specified in this article and upon the giving of written notice to the homeowner, in the manner prescribed by Section 1162 of the Code of Civil Procedure, to sell or remove, at the homeowner's election, the mobilehome from the park within a period of not less than 60 days, which period shall be specified in the notice. A copy of this notice shall be sent to the legal owner, as defined in Section 18005.8 of the Health and Safety Code, each junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, and the registered owner of the mobilehome, if other than the homeowner, by United States mail within 10 days after notice to the homeowner. The copy may be sent by regular mail or by certified or registered mail with return receipt requested, at the option of the management.

(2) The homeowner shall pay past due rent and utilities upon the sale of a mobilehome pursuant to paragraph (1).

(c) If the homeowner has not paid the rent due within three days after notice to the homeowner, and if the first notice was not sent by certified or registered mail with return receipt requested, a copy of the notice shall again be sent to the legal owner, each junior lienholder, and the registered owner, if other than the homeowner, by certified or registered mail with return receipt requested within 10 days after notice to the homeowner. Copies of the notice shall be addressed to the legal owner, each junior lienholder, and the registered owner at their addresses, as set forth in the registration card specified in Section 18091.5 of the Health and Safety Code.

(d) If management obtains a court judgment against a homeowner or resident, the cost incurred by management in obtaining a title search for the purpose of complying with the notice requirements of this section shall be recoverable as a cost of suit.

(e) The resident of a mobilehome that remains in the mobilehome park after service of the notice to sell or remove the mobilehome shall continue to be subject to this chapter and the rules and regulations of the park, including rules regarding maintenance of the space.

(f) No lawful act by the management to enforce this chapter or the rules and regulations of the park may be deemed or construed to waive or otherwise affect the notice to remove the mobilehome.

798.56. A tenancy shall be terminated by the management only for one or more of the following reasons:

(a) Failure of the homeowner or resident to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after the homeowner receives a notice of

noncompliance from the appropriate governmental agency.

(b) Conduct by the homeowner or resident, upon the park premises, that constitutes a substantial annoyance to other homeowners or residents.

(c) (1) Conviction of the homeowner or resident for prostitution, for a violation of subdivision (d) of Section 243, paragraph (2) of subdivision (a), or subdivision (b), of Section 245, Section 288, or Section 451, of the Penal Code, or a felony controlled substance offense, if the act resulting in the conviction was committed anywhere on the premises of the mobilehome park, including, but not limited to, within the homeowner's mobilehome.

(2) However the tenancy may not be terminated for the reason specified in this subdivision if the person convicted of the offense has permanently vacated, and does not subsequently reoccupy, the mobilehome.

(d) Failure of the homeowner or resident to comply with a reasonable rule or regulation of the park that is part of the rental agreement or any amendment thereto.

No act or omission of the homeowner or resident shall constitute a failure to comply with a reasonable rule or regulation unless and until the management has given the homeowner written notice of the alleged rule or regulation violation and the homeowner or resident has failed to adhere to the rule or regulation within seven days. However, if a homeowner has been given a written notice of an alleged violation of the same rule or regulation on three or more occasions within a 12-month period after the homeowner or resident has violated that rule or regulation, no written notice shall be required for a subsequent violation of the same rule or regulation.

Nothing in this subdivision shall relieve the management from its obligation to demonstrate that a rule or regulation has in fact been violated.

(e) (1) Nonpayment of rent, utility charges, or reasonable incidental service charges; provided that the amount due has been unpaid for a period of at least five days from its due date, and provided that the homeowner shall be given a three-day written notice subsequent to that five-day period to pay the amount due or to vacate the tenancy. For purposes of this subdivision, the five-day period does not include the date the payment is due. The three-day written notice shall be given to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure. A copy of this notice shall be sent to the persons or entities specified in subdivision (b) of Section 798.55 within 10 days after notice is delivered to the homeowner. If the homeowner cures the default, the notice need not be sent. The notice may be given at the same time as the 60 days' notice required for termination of the tenancy. A three-day notice given pursuant to this subdivision shall contain the following provisions printed in at least 12-point boldface type at the top of the notice, with the appropriate number written in the blank:

"Warning: This notice is the (insert number) three-day notice for nonpayment of rent, utility charges, or other reasonable incidental services that has been served upon you in the last 12 months. Pursuant to Civil Code Section 798.56 (e) (5), if you have been given a three-day notice to either pay rent, utility charges, or other reasonable incidental services or to vacate your tenancy on three or more occasions within a 12-month period, management is not required to give you a further three-day period to pay rent or vacate the tenancy before your tenancy can be terminated."

(2) Payment by the homeowner prior to the expiration of the

21

three-day notice period shall cure a default under this subdivision. If the homeowner does not pay prior to the expiration of the three-day notice period, the homeowner shall remain liable for all payments due up until the time the tenancy is vacated.

(3) Payment by the legal owner, as defined in Section 18005.8 of the Health and Safety Code, any junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, or the registered owner, as defined in Section 18009.5 of the Health and Safety Code, if other than the homeowner, on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice to the legal owner, each junior lienholder, and the registered owner provided in subdivision (b) of Section 798.55, shall cure a default under this subdivision with respect to that payment.

(4) Cure of a default of rent, utility charges, or reasonable incidental service charges by the legal owner, any junior lienholder, or the registered owner, if other than the homeowner, as provided by this subdivision, may not be exercised more than twice during a 12-month period.

(5) If a homeowner has been given a three-day notice to pay the amount due or to vacate the tenancy on three or more occasions within the preceding 12-month period and each notice includes the provisions specified in paragraph (1), no written three-day notice shall be required in the case of a subsequent nonpayment of rent, utility charges, or reasonable incidental service charges.

In that event, the management shall give written notice to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure to remove the mobilehome from the park within a period of not less than 60 days, which period shall be specified in the notice. A copy of this notice shall be sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, as specified in paragraph (b) of Section 798.55, by certified or registered mail, return receipt requested, within 10 days after notice is sent to the homeowner.

(6) When a copy of the 60 days' notice described in paragraph (5) is sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, the default may be cured by any of them on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice, if all of the following conditions exist:

(A) A copy of a three-day notice sent pursuant to subdivision (b) of Section 798.55 to a homeowner for the nonpayment of rent, utility charges, or reasonable incidental service charges was not sent to the legal owner, junior lienholder, or registered owner, of the mobilehome, if other than the homeowner, during the preceding 12-month period.

(B) The legal owner, junior lienholder, or registered owner of the mobilehome, if other than the homeowner, has not previously cured a default of the homeowner during the preceding 12-month period.

(C) The legal owner, junior lienholder or registered owner, if other than the homeowner, is not a financial institution or mobilehome dealer.

If the default is cured by the legal owner, junior lienholder, or registered owner within the 30-day period, the notice to remove the mobilehome from the park described in paragraph (5) shall be rescinded.

(f) Condemnation of the park.

(g) Change of use of the park or any portion thereof, provided:

(1) The management gives the homeowners at least 15 days' written notice that the management will be appearing before a local governmental board, commission, or body to request permits for a

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change of use of the mobilehome park.

(2) After all required permits requesting a change of use have been approved by the local governmental board, commission, or body, the management shall give the homeowners six months' or more written notice of termination of tenancy.

If the change of use requires no local governmental permits, then notice shall be given 12 months or more prior to the management's determination that a change of use will occur. The management in the notice shall disclose and describe in detail the nature of the change of use.

(3) The management gives each proposed homeowner written notice thereof prior to the inception of his or her tenancy that the management is requesting a change of use before local governmental bodies or that a change of use request has been granted.

(4) The notice requirements for termination of tenancy set forth in Sections 798.56 and 798.57 shall be followed if the proposed change actually occurs.

(5) A notice of a proposed change of use given prior to January 1, 1980, that conforms to the requirements in effect at that time shall be valid. The requirements for a notice of a proposed change of use imposed by this subdivision shall be governed by the law in effect at the time the notice was given.

(h) The report required pursuant to subdivisions (b) and (i) of Section 65863.7 of the Government Code shall be given to the homeowners or residents at the same time that notice is required pursuant to subdivision (g) of this section.

(i) For purposes of this section, "financial institution" means a state or national bank, state or federal savings and loan association or credit union, or similar organization, and mobilehome dealer as defined in Section 18002.6 of the Health and Safety Code or any other organization that, as part of its usual course of business, originates, owns, or provides loan servicing for loans secured by a mobilehome.

**Comparison Between Proposed City Requirements for the
Mobile Home Park Ordinance and State of California Regulations**

	Proposed City Requirement	State Law
1.	The Relocation Impact Report must be considered by the City Council at a public hearing. (15.13.040.A)	Relocation Impact Report must be submitted to the City and residents but a public hearing on the adequacy of the report is not required, unless requested by the applicant. (Govt. Code § 65863.7(d))
2.	Planning Division shall not accept any application for any action that would result in a change of use or closure of a mobile home park without an approved Relocation Impact Report. The Relocation Impact Report must have been approved by the City Council no more than six months prior to the filing of the application. (15.13.015.B & C)	Not addressed
3.	The City must give notice to the mobile home park residents when it receives an application for consideration of a Relocation Impact Report. (15.13.035.B.2)	Not addressed
4.	Applicant must provide mobile home park residents with written notice and a copy of the Relocation Impact Report (at no cost) at least 45 days prior to the public hearing by the City Council to consider the Relocation Impact Report. (15.13.025.B)	State law requires the mobile home park residents to be provided with a copy of the Relocation Impact Report, but only requires a 15-day notice of the public hearing rather than the City's proposed 45-day notice. (Government Code § 65863.7(b) and Civil Code §§ 798.56(g)(1) and (h))
5.	Applicant must hold at least one informational meeting for all mobile home park residents at least 21 days prior to the City Council's public hearing to consider the Relocation Impact Report. (15.13.030.A)	Not addressed

Comparison Between Proposed City Requirements for the Mobile Home Park Ordinance and State of California Regulations

6.	Required content of Relocation Impact Report includes, among other things, identifying information regarding unit owners and residents eligible to receive benefits; assessment of condition of mobile homes; location of comparable mobile home parks within 20 mile radius; number of mobile homes eligible to be relocated; estimated cost of relocating eligible mobile homes and occupants; estimate of adjusted fair market value of mobile homes and all associated fixed property that cannot be relocated; basis for conclusion that a mobile home cannot be relocated; basis for determining adjusted fair market value; relocation plan and schedule, and/or payment of relocation assistance. (15.13.035.C)	State law does not give specific detailed information as to what must be included in the Relocation Impact Report. It only requires that the report address the impact of conversion, closure, or cessation of use upon displaced residents of mobile home park and, in determining impact, the report shall address availability of adequate replacement housing in mobile home parks and relocation costs. There are no specifics on how this should be done. (Govt. Code § 65863.7(a))
7.	City Council may approve the Relocation Impact Report only after making a determination that the relocation benefits provided in the report will adequately mitigate the impacts on eligible residents. Where the proposed benefits are inadequate to mitigate impacts, City Council has the authority to impose additional conditions to adequately mitigate such impacts prior to approval of Relocation Impact Report. Examples include, but are not limited to: payment of relocation assistance; payment of relocating eligible mobile homes or payment of adjusted fair market value; requirement for set aside of certain number of affordable residential units in new development; offer to rent or purchase units of residential development to eligible mobile home park residents. (15.13.040.A & B)	No specific findings are required when considering Relocation Impact Report. Legislative body shall review the report and may require conditions to mitigate adverse impacts, which shall not exceed reasonable cost of relocation (this term is not defined). There are no specific mitigation measures provided. (Govt. Code § 65863.7(e))

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Comparison Between Proposed City Requirements for the Mobile Home Park Ordinance and State of California Regulations

8.	Within 10 days of the City Council's approval of a Relocation Impact Report, the City shall notify each Mobile Home Park Owner and resident of the approval and availability of the report. (15.13.035.E)	Not addressed
9.	At least 12 months prior to date the residents are required to vacate the mobile home park, applicant must provide all mobile home park residents written notice of termination of tenancy. (Prior notice of intent to close the mobile home park will have been given throughout the Relocation Impact Report process, i.e. upon filing of application for closure, prior to informational meetings and public hearing before the City Council, etc.) (15.13.025.C)	After all required permits requesting a change of use have been approved by the local governmental body, the management shall give the mobile home owners six months or more written notice of termination of tenancy. City's proposed ordinance requires 12 months notice instead of six-months. (Civil Code § 798.56(g)(2))
10.	Establishes 12-month expiration time period on approved Relocation Impact Report and automatic cost of living increases of relocation assistance benefits if not paid within 12 months of approval of Relocation Impact Report, in order to ensure that data in Relocation Impact Report does not become "stale" and out of date. (15.13.035.F.1 & 2)	Not addressed
11.	Establishes a process for applicant to request a total or partial exemption from obligation to provide relocation assistance benefits to be considered by City Council. Criteria for considering whether to allow such exemption includes proof that provision of benefits will eliminate substantially all reasonable use and economic value of property, or applicant has entered into agreement with eligible residents providing for mutually satisfactory benefits. Applicant is required to give notice to all mobile	Not addressed

Comparison Between Proposed City Requirements for the Mobile Home Park Ordinance and State of California Regulations

	home park residents of the filing of an application for exemption. (15.13.050) In addition, there is a provision that the Ordinance would not apply to a mobile home park where the applicant has entered into a written agreement with 100% of the Eligible Occupants for mutually satisfactory relocation assistance benefits.	
12.	Establishes process for payment of relocation benefits, requires eligible residents to make selection of alternative benefits within 90 days of date of notification of benefits, and requires payment of any monetary benefits to be made at least 45 days prior to date of vacation of mobile home park. (15.13.045)	Not addressed
13.	No building permit shall be issued pertaining to a project that resulted in a Change of Use or Closure of a Mobile Home Park unless the applicant has complied with the provisions of the ordinance. (15.13.015.D)	Not addressed

27

Culver City Terrace

A Resident-Owned Mobilehome Community

11250 Playa Street - # 51-1/2

Culver City, CA 90230

(310) 398-3761

RECEIVED
CULVER CITY HOUSING
11 AUG 15 PM 3:02

August 15, 2011

Tevis Barnes, Housing Administrator
Culver City Housing Division
9770 Culver Blvd.
Culver City, CA 90232-0507

Re: Draft Mobilehome Park Residence Ordinance

Dear Ms. Barnes,

I am writing as President of the Board of Directors of Culver City Terrace, the "resident-owned mobilehome park" that is exempted from the draft Mobilehome Park Residence Protection Ordinance. At this time, it seems unlikely that any other resident-owned parks will be opened within the Culver City boundaries. There is neither zoning nor available financing for such projects.

We believe it would be helpful to explain in the Ordinance why resident-owned parks are exempt. In the fullness of time, it may come to pass that the Member-shareholders of Culver City Terrace will decide to sell the property underlying their homes. The more explicit the Ordinance is now, the fewer problems they would face then.

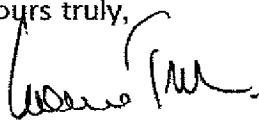
We suggest language similar to the following to replace Section 15.13.005 (B)(20(a):

A Resident-Owned Mobilehome Park, because at least 66% of the Members (shareholders) would be required to vote in favor of any sale, closure, or change of use of the Park and, on dissolution of the corporation, each Member would receive a pro rata distribution of the corporation's net assets.

With this language, as long as there is a 66% positive vote and pro rata payment, no basis would exist for a suit based on the proposed ordinance.

We request that this or similar language be included in the Ordinance, and we appreciate your attention to our request.

Yours truly,



Loene Trubkin

RECEIVED
CULVER CITY HOUSING

11 AUG 15 PM 3:02 Loene Trubkin
11250 Playa Street - #116
Culver City, California 90230

loenetrubkin@gmail.com
310-617-3530

August 15, 2011

Tevis Barnes, Housing Administrator
Culver City Housing Division
9770 Culver Blvd.
Culver City, CA 90232-0507

Re: Draft Mobilehome Park Residence Ordinance

Dear Ms. Barnes,

I am writing as a mobilehome park resident in Culver City. I am not writing in any official capacity and am speaking only for myself.

As a mobilehome park resident, I understand at a visceral level the fears of the people who are the intended beneficiaries of the draft Ordinance. In the Southern California housing market, finding low-rent alternatives is difficult to impossible. Moving mobilehomes is an expensive endeavor. Older mobilehomes may be neither movable nor acceptable to other Parks. One's investment in a mobilehome may be lost.

I understand that the possibility of displacing aging, possibly disabled mobilehome residents, even with many months' notice, tugs at the heart strings of Culver City council members.

But I do not believe the way to solve this problem is for the City to force mobilehome park owners to share with residents the value of their property. The residents made no contribution to the purchase of the property, and they did not participate in its governance or take responsibility for its debts. They made a decision to live in a mobilehome park with knowledge they had, or should have had, that it wasn't like renting an apartment. Over the years, the lower-than-apartment rents they paid allowed room to amortize the value of their mobilehomes, and the longer they have lived there, the more value should have been amortized. If the residents maintained their spaces or improved their homes, this is what we humans do. We improve our living space. Even renters put in carpets and paint their apartments and expect no reimbursement from landlords when their leases terminate.

I believe that forcing landlords to compensate displaced renters with a portion of the value of the underlying land is a form of taking that is not permitted under the Constitution. If the ordinance goes forward, the property owners likely will sue to protect their investments. The City, which by this ordinance is attempting to force

Tevis Barnes, Housing Administrator
August 15, 2011
Page Two

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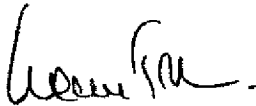
specific property owners to pay for its view of social justice, will end up paying legal fees and, in my estimation, losing such a suit.

As a Culver City taxpayer, I object to the Ordinance and urge Council members to vote against it.

From comments at a recent community meeting about the proposed ordinance, I understand that the two mobilehome park owners targeted by this ordinance are willing to work with their residents toward a reasonable, mutually agreeable arrangement. In my view, that is a preferable process.

I appreciate your communicating my concerns to Council members.

Yours truly,



Loene Trubkin

**GRAND VIEW MOBILEHOME PARK
NEIGHBORHOOD ASSOCIATION**

Rec'd 7/11/11

**Comments on the Proposed Culver City
Mobile Home Park Conversion Ordinance**

The following comments represent a consensus of the Grand View Mobilehome Park Neighborhood Association mobile home owners in the Grandview Mobilehome Park, located at 4071 Grand View Blvd., Los Angeles, CA 90066.

Adoption of a Mobile Home Park Conversion Ordinance by Culver City to provide additional defined protection for mobile home owners in the event of a park closure would be an appropriate and long-sought "insurance" for the home owners. Certain of the features of the draft Ordinance are welcomed as essential to implement existing State law on this subject, which in key areas speaks only in general terms and would be subject to widely different interpretations by various concerned parties. For example, State law uses the term "fair market value" for the displaced mobile homes, but fails to define a method for determining a fair market value. It is an established real estate fact that any home value is highly sensitive to the location of the home. The Ordinance as proposed properly includes a valuation element tied to the plot of land on which a mobile home is situated. (Sect. 15.13.010)

One of the most critical issues of park closure from a mobile home owner's perspective is the minimum time of notice of park closure given to the home owners prior to eviction. State law only guarantees 6 months notice, while the Ordinance as presented stipulates 12 months. (Sect. 15.13.025 C.) Closure of a park will be a major impact to all home owners, and further, for some, viz., the elderly, handicapped and very low income persons, a likely disaster in their lives. If the City is really interested in protection of the most vulnerable, the minimum time of notice should be maximized. Our Association has argued for a minimum time of 18 months, as a compromise between the rights of the park owners and the mobile home owners. To the home owners, this is a crucial factor. In recognition of the importance of this item, the Mobilehome Park Conversions statute adopted by Huntington Beach in 2004 requires notice to the mobile home owners of the intended park closure "...at least eighteen (18) months prior to the date the mobilehome owner is required to vacate the premises."

The key to an "organized" impact park closure under the proposed Ordinance is the required Relocation Impact Report (RIR), which should specify the exact terms and conditions of all pertinent factors of the closing. Section 15.13.030 A. of the proposed Ordinance requires that the RIR draft presented for public hearing will include "...the nature of the relocation assistance benefits proposed..." Our Association believes the RIR presented for public review should state the "details" rather than the "nature" of the relocation assistance benefits proposed. Section 15.13.035 B.1. of the proposed Ordinance requires that the Culver City Community Development Director approve the consultant who will prepare the RIR. This is a reassuring requirement.

The RIR, as proposed, will expire one year from the date of approval unless 55% or more of the Eligible Occupants have received their relocation assistance benefits. (Sect. 15.13.035 F.1.) The requirement for 55% to be compensated should more properly be extended to 100%.

Section 15.13.040 A.7, which deals with first right of reentry, if appropriate, for displaced Eligible Occupants, should be a requirement to be included in the RIR, not merely a "consideration."

Section 15.13.050 C.1. addresses the opportunity for the Applicant and Eligible Occupants to separately negotiate an exit benefits package, rather than adhering to the Ordinance provisions, but is operative only with "all" Eligible Occupants participating. The Association would prefer that the Ordinance controls unless "any" Eligible Occupant opts for a separate agreement with the Applicant.

The Ordinance as presented is adjudged to be generally well constructed to effect the purpose for which it is intended. However, there are a number of other factors which should be considered for inclusion, as follows:

1. Specifics of Reasonable Costs of Relocation as stated in the Huntington Beach Zoning and Subdivision Ordinance, Sect. 234.08 A.
2. Alternative housing, cf. the Hunting Beach Ordinance, Sect. 234.08 F.
3. Purchase rights, cf. the Huntington Beach Ordinance, Sect. 234.08 H.

Typos noted in the Draft Ordinance:

1. p. 8: 13., "cannot be relocated" text repeat
2. p. 9: 55 "% percent" repeat

Respectfully submitted,

/s/ Frank Campagna
Frank Campagna, President
Grand View Mobilehome Park
Neighborhood Association

Baker, Heather

From: Keith Moret [kemo0325@yahoo.com]
Sent: Thursday, August 18, 2011 5:15 PM
To: Malsin, Scott
Cc: Baker, Heather
Subject: Meeting at The Wood

Scott

Thanks again for your giving us your time and attention yesterday to discuss the Mobile Home Ordinance. We understand the objectives of the Ordinance and Mr Teng is fully supportive of the idea of compensating tenants fairly if when a change of use is implemented. Your idea of including a "density bonus" to compensate the owners for the relocation is fair and just. I'm sure it will make the ordinance more palatable to the owners involved. I look forward to hearing more details of how this will be calculated.

As mentioned there are a couple of items in the ordinance which I think are less than clear or could be problematic to the Applicant/owners. I would like to address them as follows:

1.) **15.13.010 Definitions** "Eligible Occupant" is defined as a Mobile Home Owner residing in the Mobile home on a full time basis unless he is subleasing due to medical condition, etc. Can we add language to the definition that requires the Eligible Occupant to prove his residency before the Notification of the Report? I am concerned that someone who is leasing the mobile home to a tenant could move back in simply to collect relocation fees that he might not be eligible for.

2.) **15.13.030 Information Meetings-** Section A states that 21 days prior to the Public Hearing on the R.I.R. the owner must schedule a meeting with residents regarding the status of RIR. This is not a major concern, but it seems that the conversation between owner and residents should come after the public hearing. It might be more productive in terms of clarifying details and information, etc. Just a thought.

3.) **15.13.035 Residential Impact Report** -Section B "Process" Says that applicant shall select a consultant to prepare report. What exactly does this mean? Can it be an employee of the Applicant or himself? What are the qualifications that the city is looking for in this?

4.) **15.13.040 Findings and Conditions of Approval-** Section B "Conditions of Approval" #4 & #5 are troubling. It requires the applicant to pay 1st and last months rent plus security deposit. This seems like overcompensation to me in light of the fact that the residents are getting relocation assistance. There should at least be a limitation that the rent involved be comparable to what was being paid at the mobile home park. There will no doubt be tenants who wish to upgrade their residence. Shouldn't that be at their own expense?

Again, Scott your consideration of these items is greatly appreciated and I think it will make the ordinance more palatable and ultimately bring benefits to the entire community in the

form of a better use of the property, increased tax revenues, etc.

Finally, you mentioned another mobile home park operated by Culver City and Mr. Teng was wondering if that might be a potential spot for relocation if this proceeds.

We are most appreciative of your efforts and your spirit of cooperation. We will be reaching out to the other councilmembers per your suggestion and will remember your consideration. We look forward to working with you to make the ordinance a success.

Keith Moret
Investment Associate
REMAX Commercial
155 Washington Blvd
Marina Del Rey, CA 90292
Cell 310.617.2240
Office 310.577.5300 x350
Fax 866.656.2088
DRE# 01802527

REC'D
07/26/11

My name is Christopher white, my wife and I have lived at the Grandview Mobile Home Park. For approx 20 years.

Prior to living there, we lived around the corner on Inglewood blvd for approx 2 years in a 1-bedroom apartment, which we rented at the time for \$600 per month.

Since 1992 the \$600 per month rent has increased to \$1200 per month.

Our dreams were one day to own a house, but at that time my wife was going to college and I was employed by MGM/PATHE and the numbers didn't add up to purchase property. So we paid rent ...

One day in 1992 as my wife and I was walking through the peace full residential area on Grandview blvd. we came across the g.m.h.p. We were amazed to see a Mobile Home Park. Amongst all of these expensive houses. Wow we walked into the park to take a closer look.

We immediately fell in love with Grandview Mobile Home Park.

To our amazement we found an m.h. For sale and got the details

And they were...\$24,000.00 for the Mobile Home. And \$320 per month space rent.

We got it our dream house.

The financing that we secured for the Mobile Home. And the space rent equaled the rented one bedroom apartment around the corner.

Approx 20 years later here we are.

I know that none of the tenants own the land that there m.h. Rests on. But they do pay rent every month to Roy matsouka the owner and Roy pays Culver City taxes on that rental income. Those taxes make Culver City what it is today a desirable city close to the beach and film land. Culver city council strives to make Culver City the best it can be and that makes land voluble.

So the Grandview Mobile Home Park. Tenants do contribute indirectly to increase property value.

The real value of owning a Mobile Home. In Grandview Mobile Home Park. Is low rent?

We pay \$380 space rent each month.

Over a period of approx 20 years I have paid approx \$84,000.00 in space rent. (Not bad for a two-car parking space that our Mobile Home rests on).

Going over the totals I have paid Roy in space rent \$84,000.00 and the totals I would have had to pay on the one bedroom apartment around the corner of \$160,000.00.

I figured I've saved approx \$80,000.00 in rents. That's what our Mobile Home Is worth to me.

I also have a secondary m.h. Net worth our state farm homeowner's insurance policy. They value our m.h. At \$50,000.00 replacement cost plus contents. I hope Culver City council finds my story helpful in deciding what's fair and reasonable for both owner and tenant in this ordinance.

Thank you council members for listening to my comments and thank your staff for the research and studies they have completed in this ordinance.

Finally the ordinance only takes effect if the m.h.p. Is closed or sold. And Roy the owner always says that the m.h.p. Will never be sold. Ever.

Thank You.

Christopher and Ina Cole's-white
310 991 2451

ATTACHMENT 5

STAFF RESPONSE TO PUBLIC COMMENTS

A. Letter of August 15, 2011 from Loene Trubkin, President of Culver City Terrace:

1. Comment: requesting additional language with regard to definition of "Resident-Owned Mobilehome Park."

Response: Resident-Owned Mobile Home Park is defined in the Proposed Ordinance as: "A Mobile Home Park that is owned by its residents, including, but not limited to, a condominium, stock cooperative or planned unit development of a Mobile Home Park." The language suggested by Mr. Trubkin is not necessary. Moreover, it will not be applicable to all forms of a Resident-Owned Mobilehome Park.

B. Email of July 11, 2011 from Frank Campagna, President of Grand View Mobilehome Park Neighborhood Association ("GMPNA"):

1. Comment: Park owners should be required to give 18 months notice of termination of tenancy rather than 12 months as set forth in the Proposed Ordinance. Mr. Campagna cites to the Huntington Beach ordinance as an example of an 18-month notice requirement.

Response: State law provides minimum of six months notice and the mobile home park residents had previously suggested 18 months. Staff believes that 12 months is a reasonable period of time.

2. Comment: Section 15.13.030.A of the Proposed Ordinance requires that the RIR draft presented for public hearing include "...the nature of the relocation assistance benefits proposed..." Suggests it should state the "details" rather than the "nature" of the relocation assistance benefits proposed.

Response: As indicated in the staff report, Section 15.13.030.A of the Proposed Ordinance has been revised to change "nature" to "details" to address this comment.

3. Comment: The Relocation Impact Report (RIR) should expire one year from the date of approval unless 100% of the Eligible Occupants receive their relocation assistance benefit.

Response: The Proposed Ordinance only requires that 55% of the Eligible Occupants receive their relocation assistance benefits within a one-year period in order to keep the RIR active. However, the Proposed Ordinance also has the added protection that if benefits have not been provided to 100% of the Eligible Occupants within one year of approval of the RIR, then a cost of living increase is added to the specified relocation benefits.

4. Comment: Request for a requirement for reentry into any new residential development be included as a condition of approval for the RIR.

Response: Such a requirement is included as a potential condition of approval that the City Council may require in its consideration and approval of an RIR (See Section 15.13.040.B.7).

5. Comment: Requests that Section 15.13.050.C.1 be revised to read "the applicant has entered into a written agreement with *any* Eligible Occupants..."

Response: Staff has made revisions to the Proposed Ordinance to further clarify the issue of partial exemptions and applicability with regard to independent agreements reached with Eligible Occupants. Specifically, Section 15.13.050.C.1 was revised to read:

"The Applicant has entered into a written agreement with specified Eligible Occupants providing for mutually satisfactory relocation assistance benefits. A request for exemption under this Subsection shall apply to only those specified Eligible Occupants that have reached an agreement with the Applicant..."

In addition, a new subdivision was added to Section 15.13.005.B.2 to include a provision that the Proposed Ordinance shall not apply to:

"A Mobile Home Park where the Applicant has entered into a written agreement with 100 percent of the Eligible Occupants providing for mutually satisfactory relocation assistance benefits. The written agreement shall comply with the requirements of Section 15.13.050.C.1.a. The agreements shall be recorded against the Mobile Home Park property on the records of the County of Los Angeles in sufficient

form and detail to advise a potential purchaser of the fee interest in the Mobile Home Park property of the existence of and content of the agreement. Any prospective purchaser of a Mobile Home in the Mobile Home Park shall be advised as to the existence of any such agreements before purchasing a Mobile Home and provided with a copy of the recorded agreements."

6. Comment: Requests specifics of reasonable costs of relocation be included similar to those stated in the Huntington Beach ordinance (HBMC Section 234.08.A.1).

Response: The City's Proposed Ordinance includes most of what is included in the Huntington Beach ordinance relating to costs of relocation except for the following:

- Reasonable living expenses for the displaced tenant from the date of actual displacement until the date of occupancy at a new mobile home park site. (The City's Proposed Ordinance provides for reasonable expenses incurred in relocating to a new residence, whether relocation is to another mobile home park or other rental housing.)
- Payment of any security deposit required at a new mobile home park site. (The City's Proposed Ordinance provides for the payment of a security deposit upon a showing of financial hardship, whether relocation is to another mobile home park or other rental housing— See Section 15.13.040.B.5)
- The difference between the rent paid in the existing mobile home park and any higher rent at a new mobile home park site for the first 12 months of the relocated tenancy. (The Proposed Ordinance provides for the payment of first and last months rent at a new site, whether relocation is to another mobile home park or other rental housing— See Section 15.13.040.B.4)

7. Comment: GMPNA July 11th comments requests that where a tenant cannot be relocated into another mobile home park, the mobile home park owner may relocate a tenant to other types of housing, including senior, affordable and market rate, similar to the provisions in the Huntington Beach ordinance.

Response: The Proposed Ordinance also permits the relocation of a tenant to other types of housing. Staff did not

feel it was necessary to specify the type of alternative housing, but the application of the Proposed Ordinance would permit the mobile home park owner to relocate a tenant to any other rental housing, including but not limited to, senior, affordable or market rate housing. (See Section 15.13.040.B.3)

8. Comment: GMPNA July 11th comments requests that the mobile home owner receive a written guarantee of first right of refusal to purchase units if the development that replaces the mobile home park is to be partially or entirely residential units, similar to provisions in the Huntington Beach ordinance.

Response: The Proposed Ordinance already includes a provision allowing the City Council to require as a potential condition to its approval of an RIR that the mobile home park owner offer residential units for rental or purchase first to Eligible Occupants when the mobile home park is converted to another residential use. (See Section 15.13.040.B.7)

C. Email dated August 18, 2011 from Keith Moret (Frank Teng's realtor):

1. Comment: Regarding the definition of Eligible Occupant (Section 15.30.010)— Is concerned that someone who is leasing the mobile home to a tenant could move back in simply to collect relocation fees that he or she might not be eligible for. Suggests that the definition of Eligible Occupant include language to require proof of residency prior to the mobile home park residents being notified of the filing of the RIR.

Response: As stated in the staff report, the definition of Eligible Occupant has been revised to address this comment.

2. Comment: Relating to informational meetings (Section 15.13.030.A)— Suggests that this meeting may be more productive, in terms of clarifying details and information, etc., if it occurs *after* the public hearing on the RIR rather than 21 days prior to the public hearing.

Response: Staff suggests that the purpose of the meeting is to keep the residents of the mobile home park fully informed of the RIR application and process. This is

particularly important for their understanding of the issues prior to the public hearing before the City Council.

3. Comment: Question about the qualification and selection process for the applicant's consultant that will prepare the RIR. (See Section 15.13.035.B.1)

Response: Approval of the consultant by the Community Development Director is required to ensure that they are qualified and experienced in the area of RIR preparation.

4. Comment: Is concerned about the requirement of the applicant to pay first and last months rent plus security deposit and believes this to be overcompensation in light of the fact that the residents are getting relocation assistance. Recommends that there be a limitation that the rent paid is comparable to the space rent being paid by the mobile home park resident at the time of closure.

Response: The payment of a security deposit as set forth in the Proposed Ordinance is not automatic, but upon a showing of financial hardship. With regard to first and last months rent, there are various options the City Council may consider. For example, the City of Huntington Beach (as mentioned above) requires payment of the difference in rent paid in the existing mobile home park and any higher rent at a new *mobile home park site* for the first 12 months of the relocated tenancy. However, where alternate housing is provided, Huntington Beach only requires a payment of "compensation," which is not defined.



PAJAMALAW

The Law Offices of Sabrina Burton

2015 Navy Street
 Santa Monica, California 90405
 Tel. 310.399.4667
 Fax 310.496.0134
sburton@pajamalaw.net

May 10, 2011

VIA HAND DELIVERY

The City of Culver City
 9770 Culver Boulevard
 Culver City, California 90232-0507

Attention: Mayor O'Leary and City Council Members

Re: Proposed "No Closure Covenant" for Mobile Home Parks

Mr. Mayor and Honorable Council Members:

I represent Roy Matsuoka and his family, the owners of one of two small mobile home parks located in Culver City. By way of follow-up on Mr. Matsuoka's recent meetings with City Council members (and on my recent email correspondence with City Staff), I am writing to put forward more formally a proposed alternative to the mobile home park closure ordinance that the City has been considering.

As we have discussed, Mr. Matsuoka would be willing to enter into a binding covenant pursuant to which Mr. Matsuoka and the City would agree as follows:

- Mr. Matsuoka would not initiate any closure of his park for a designated period of time (for discussion purposes, we are proposing a three year no-closure period).
- During the no-closure period, the City would suspend enactment of any mobile home park closure ordinance.
- During the no-closure period, Mr. Matsuoka would work in good faith to reach written agreement on relocation arrangements for each unit owner presently living in his park.
- The covenant would be recorded as an encumbrance on Mr. Matsuoka's property, and would be expressly binding on any successor owner of the property.

RECEIVED
 11 MAY 10 AM 8:30
 CITY ATTORNEY'S OFFICE
 CITY OF CULVER CITY

City of Culver City
May 10, 2011
Page 2

Though I only represent Mr. Matsuoka and his family, the owner of the other mobile home park, Mr. Frank Teng, has expressed his willingness to pursue this type of covenant arrangement with the City as well.

We feel certain that the residents of both parks would welcome a period of certainty, which such a no-closure covenant would provide them. We also feel that providing each park owner with a reasonable period of time within which to address the particular relocation needs of their own resident unit owners would be greatly preferable to the hasty enactment of a 'one-size-fits-all' ordinance.

I am hopeful that we will have an opportunity to work with you and with City Staff to further refine the foregoing proposal. Toward that end, we invite direction from you as to how we should proceed at this juncture.

If any of you should have specific questions in this regard, I would welcome an opportunity to speak with you. You can reach me at the number indicated above.

Yours sincerely,



Sabrina Burton

c: Mr. Roy Matsuoka
Mr. Michael Goodman
Mr. David Evans
Terry Dowdall, Esq.
Ms. Tevis Barnes
Heather Baker, Esq.

From: Foek Nan Teng <foeknan@roadrunner.com>

Date: June 17, 2011 11:36:26 AM PDT

Subject: FW: Draft Ordinance

Subject: Draft Ordinance

Dear Mr. Weissman,

I am writing to confirm that I support the proposed no closure covenant described in Sabrina Burton's letter to the City of May 10. I would be willing to enter into such a covenant with respect to my mobile home park situated at 4025 Grand View Blvd. Culver City. Ca 90066.

Best Regards.

Foek Nan Teng.

Recording Requested by and
When Recorded Return to:

CULVER CITY
9770 Culver Boulevard
P.O. Box 507
Culver City, California 90232-0507
Attention: _____

OFFICIAL BUSINESS. FREE
RECORDING REQUESTED PURSUANT
TO GOVERNMENT CODE §6103

AGREEMENT CONTAINING COVENANTS
AFFECTING REAL PROPERTY

THIS AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY (this "Agreement") is entered into by and among the CULVER CITY REDEVELOPMENT AGENCY, a public body corporate and politic (hereinafter referred to as "Agency"), and _____ ("Owner"), with reference to the following:

RECITALS

WHEREAS, Owner is the owner of certain real property located within the City of Culver City (the "City"), County of Los Angeles, State of California, at _____ (hereinafter referred to as the "Property"), which Property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Owner presently operates on the Property a mobilehome park, as such term is defined in the California Mobilehome Residency Law (*Ca. Civil Code §798 et seq*) (such operation, the "Park"), in which certain persons presently reside in mobilehomes owned by such persons (such persons, "Park Unit Owners"); and

WHEREAS, Agency has drafted and circulated a proposed ordinance (the "Proposed Ordinance") amending Title 15, Land Useage, of the Culver City Municipal Code for the purpose of supplementing the protection afforded to the Park Unit Owners (and other mobilehome park residents in the City of Culver City) under the California Mobilehome Residency Law in the event of a closure of the Park (or other mobile home parks located in the City of Culver City); and

WHEREAS, Agency has agreed to defer adoption of the Proposed Ordinance for a designated period of time in order to provide Owner and the Park Unit Owners with an opportunity to reach agreement as to specific relocation benefits to be afforded to each of the Park Unit Owners in the event of a closure of the Park; and

WHEREAS, in exchange for Agency's agreement to defer adoption of the Proposed Ordinance for such period, Owner has agreed not to initiate any closure of the Park for a period of _____ () years from the date of this Agreement.

NOW, THEREFORE, Agency and Owner HEREBY AGREE AS FOLLOWS:

1. During the term of this Agreement, Owner hereby covenants and agrees for itself, its successors, its assigns, and every successor owner of the Property or operator of the Park that Owner, and such successors and such assigns and/or Park operators, shall:
 - a. Not close Park or take any action to initiate closure of Park
 - b. Negotiate in good faith with each Park Unit Owner toward the end of reaching written agreement as to the relocation arrangements and benefits to be received by such Park Unit Owner upon any closure of the Park.
2. During the term of this Agreement, Agency covenants and agrees to defer enactment of the Proposed Ordinance, or any substitute ordinance amending Title 15, Land Usage, of the Culver City Municipal Code for the purpose of supplementing the protection afforded to the Park Unit Owners (and other mobilehome park residents in the City of Culver City) under the California Mobilehome Residency Law in the event of a closure of the Park (or other mobile home parks located in the City of Culver City).
3. The term of this Agreement shall commence on the date hereof shall remain in full force and effect for a period of _____ () years, expiring automatically on _____, 201_. The covenants of Owner set forth herein shall be covenants running with the land.
4. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed Agency and City shall each be deemed a beneficiary of the agreements and covenants provided hereinabove, both for and in each of their own rights and also for the purposes of protecting the interests of the community. All covenants, without regard to technical classification or designation, legal or otherwise, shall, in any event, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Agency, its successors and assigns, and City and its successors and assigns, against Owner, its successors and assigns, and any party in possession or occupancy of the Property and such covenants shall run in favor of Agency and City for the entire period during which such covenants shall be in force and effect, without regard to whether Agency or City is or remains an owner of any land or interest therein to which such covenants relate. Agency and City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

5. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by this Agreement; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Agency and Owner have caused this Agreement to be executed on their behalf by their respective officers hereunto duly authorized, and this Agreement shall be effective as of the date it is recorded.

CULVER CITY REDEVELOPMENT AGENCY,
a Public Body, Corporate and Politic

Dated: _____

By: _____
Susan Evans, Assistant Executive Director

[OWNER SIGNATURE BLOCK HERE]

Dated: _____

By: _____
Name Printed: _____
Title: _____

Exhibit A

LEGAL DESCRIPTION TO THE AGREEMENT CONTAINING COVENANTS
AFFECTING REAL PROPERTY FOR _____ GRANDVIEW BOULEVARD

[TO BE ATTACHED]

REC'D
08/04/11

GRANDVIEW MOBILE HOME PARK
PETITION IN SUPPORT OF NO-CLOSURE COVENANT

The undersigned Resident Unit Owners each support the idea of an agreement between the City of Culver City and the owner of the Grandview Mobilehome Park (Roy Matsuoka) that would prohibit the Park from being closed for a period of at least 3 years in order to allow the Park Owner and the Resident Unit Owners to reach agreement on the specific relocation arrangements for each of the Resident Unit Owners that would apply if the Park were to close in the future.

Respectfully Submitted to the City of Culver City

Roy Matsuoka on ^{by} 8-3, 2011

Unit No.	Resident Name	Telephone (310)	Signature	Date Signed
✓ [REDACTED]	MARIA BOES (30)	[REDACTED]	x Maria Boes	7-21-11
✓ [REDACTED]	SUE BOUELAU (20)	[REDACTED]	x Sue Bouela	7-21-11
[REDACTED]	Lois Claiborne	[REDACTED]	x Lois Claiborne	7/21/11
[REDACTED]	EVA YUM (31)	[REDACTED]	x Eva Yum	7-21-11
[REDACTED]	BETTY SHELPER (31)	[REDACTED]	x Betty Shelper	7-21-11
[REDACTED]	BRENDA COTTON (31)	[REDACTED]	x Brenda Cotton	7-22-11
[REDACTED]	[REDACTED] (31)	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] (30)	[REDACTED]	x [REDACTED]	7-22-11

GRANDVIEW MOBILE HOME PARK
PETITION IN SUPPORT OF NO-CLOSURE COVENANT
 (continued)

The undersigned Resident Unit Owners each support the idea of an agreement between the City of Culver City and the owner of the Grandview Mobilehome Park (Roy Matsuoka) that would prohibit the Park from being closed for a period of at least 3 years in order to allow the Park Owner and the Resident Unit Owners to reach agreement on the specific relocation arrangements for each of the Resident Unit Owners that would apply if the Park were to close in the future.

Unit No.	Resident Name	Telephone	Signature	Date Signed
█	MARGOT SYDES (█)	█	x Margot Sydes	7/23/11
█	Cecilia Kuritz (█)	█	x Cecilia Kuritz	7/23/11
█	Rick Brundage (█)	█	x Rick Brundage	7/27/11
█	YOVANA PRICE (█)	█	x BRET PRICE	7-29-11
█	JEANNE PRICE (█)	█	x PRICE	8-3-2011
█	JOEL KIGH	OUT OF	x TOWN	
—	—	—	x —	—
—	—	—	x —	—

Jordan, Sherry

From: Barnes, Tevis
Sent: Tuesday, August 09, 2011 10:56 AM
To: Baker, Heather; Jordan, Sherry; Kennedy, Mona
Subject: FW: Petition for the Agreement of Park nonclosure
Attachments: IMG.pdf; IMG_0001.pdf; IMG_0002.pdf

From: Foek Nan Teng [<mailto:foeknan@roadrunner.com>]
Sent: Tuesday, August 09, 2011 10:55 AM
To: Barnes, Tevis
Subject: FW: Petition for the Agreement of Park nonclosure

From: Foek Nan Teng [<mailto:foeknan@roadrunner.com>]
Sent: Tuesday, August 09, 2011 10:47 AM
To: 'tevis.barnes@culvercity.org'
Subject: Petition for the Agreement of Park nonclosure

Dear Ms. Tevis Barnes,

I would like to attach the petition agreement for Councilman's consideration, Which shows our intention not to close the park for 3 Years in order to convince the Culver City not to make the ordinance law for the park closure. Please advise us if that would be a possible alternate choice. Thank you for your assistance.

Best Regards.

Frank Teng.

**GRANDVIEW MOBILE HOME PARK
PETITION IN SUPPORT OF NO-CLOSURE COVENANT**

The undersign Resident Unit Owners each support the idea of an agreement between the City of Culver City and the owner of the Grandview Mobile Home Park (Frank Teng) that would **prohibit the Park from being closed** for a period of at least 3 years in order to allow the Park Owner and the Resident Unit Owners to reach agreement on the **specific relocation arrangements** for each of the Resident Unit Owners that would apply if the Park were to close in the future.

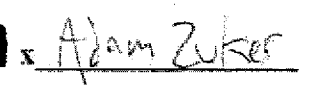
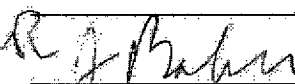
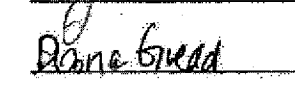
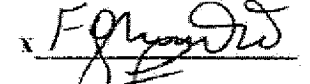
Respectfully Submitted to the City of Culver City

By
Frank Teng on July 24, 2011

Unit No.	Resident Name	Telephone	Signature	Date Signed
X [redacted]	Chyde Bacon	[redacted]	x [Signature]	07-24-11
[redacted]	James K. [redacted]	[redacted]	x [Signature]	7-24-11
X [redacted]	Chyde Bacon	[redacted]	x [Signature]	7-24-11
[redacted]	Shelley Andrews	[redacted]	x [Signature]	7-24-11
[redacted]	Sherri D. Hodge	[redacted]	x [Signature]	8/8/11
[redacted]	Sherri D. Hodge	[redacted]	x [Signature]	8/8/11
[redacted]			x	

GRANDVIEW MOBILE HOME PARK
PETITION IN SUPPORT OF NO-CLOSURE COVENANT

The undersign Resident Unit Owners each support the idea of an agreement between the City of Culver City and the owner of the Grandview Mobile Home Park (Frank Teng) that would **prohibit the Park from being closed** for a period of at least 3 years in order to allow the Park Owner and the Resident Unit Owners to reach agreement on the **specific relocation arrangements for each of the Resident Unit Owners** that would apply if the Park were to close in the future.

Unit No.	Resident Name	Telephone	Signature	Date Signed
			x  Ischak Zuker	8/8/11
			x  Adam Zuker	8/8/11
			x  J. Bahen	8/8/11
			x 	07/24/2011
	FERNANDO ALONSO DIABTE		x 	07/24/2011

GRANDVIEW MOBILE HOME PARK
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Unit No.	Resident Name	Telephone	Signature	Date Signed
[REDACTED]	_____	_____	X _____	_____
[REDACTED]	_____	_____	X _____	_____
[REDACTED]	CLAD R. BROWLD [REDACTED]	[REDACTED]	[Signature]	7-24-11
[REDACTED]	Barilla Simpson	_____	X _____	_____
[REDACTED]	Coleen Tracy [REDACTED]	[REDACTED]	X [Signature]	7-24-11
[REDACTED]	Martha R. Maury	_____	X MARTHA MAURY	7-24-11
_____	_____	_____	X _____	_____

RECEIVED
SILVER CITY HOUSING
August 9, 2011
11 AUG -9 PM 4:08

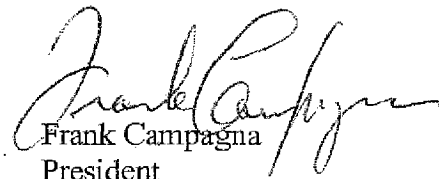
Tevis—

I understand that a petition regarding a 3-Year Covenant not to close the Grandview Mobilehome Park by/for Roy Matsuoka has been filed with Housing in conjunction with the effort proceeding on the Park Conversion Ordinance. I hereby request a copy of said petition, along with any cover letter or other documents that may have been submitted on this subject by or on behalf of Mr. Matsuoka.

I am currently preparing petitions signed by members of our Grand View Mobilehome Neighborhood Association who were misled and/or coerced to sign the referenced petition submitted by Mr. Matsuoka and who wish to rescind their signatures to that petition. On or about July 23, 2011, Mr. Matsuoka appeared at our park and addressed certain mobile home owners in our Park individually with his petition, which he stated would only serve "to separate our Park from the other Mobile Home Park" for purposes of consideration of the proposed park conversion ordinance. Further, he told one handicapped lady that if the proposed ordinance passed, he was going to sell the Park and she would "be out on the street." He told others that our Park would be as is for 10 years or more and an ordinance is not necessary. A number of those who signed the petition felt intimidated and "required" to sign the petition.

I met Mr. Matsuoka at our Park after he had secured the signatures and discussed the matter with him. I asked for a copy of the document, which he refused to give me. Later he said he would give me a copy, but none has been forthcoming. One of the signors of the petition, a day later, in my presence, asked Mr. Matsuoka for a copy of what he had signed, and Mr. Matsuoka refused to give him a copy, then or afterwards. That individual then requested that his name be removed from the petition; Mr. Matsuoka said he would draw a line through that individual's name on the petition.

Those who are withdrawing their signatures from the petition are ardent supporters of the City's adoption of a Mobile Home Park Conversion Ordinance, along the lines of the Draft version. If the park owner(s) would like to supplement the ordinance with a covenant, there would be no objection from our Association, but we are looking for an ordinance as the only real protection re park closure.


Frank Campagna
President

GMP Neighborhood Association

Petition No. 2 of Mobile Home Owners
at the Grandview Mobilehome Park

Page 1

On July 23, 2011, Mr. Roy Masuoka, owner of the Grandview Mobilehome Park where I own a mobile home, approached each of the undersigned individually and asked that we sign a petition which was intended to "separate our Park from the other Mobile Home Park" for purposes of consideration of a proposed mobile home park conversion ordinance by the Culver City City Council. He was very demanding in his request and I signed his petition. I have since learned that his signed petition has been filed with the City in an apparent attempt to indicate that I would prefer a 3-Year Covenant by him not to close our Park, rather than enactment of a mobile home park conversion ordinance, which definitely is not the case. My absolute preference on this matter is for the City to adopt a park conversion ordinance such as the one presently being considered, and I therefore retract and cancel my signature from his petition. I would never have signed his petition if I realized that it might be used to indicate that I was not fully supportive of the City's adoption of a mobile home park conversion ordinance.

RECEIVED
CULVER CITY CLERK
11 AUG - 9 PM 0-08

<u>Name</u>	<u>Signature</u>	<u>Unit #</u>	<u>Date</u>
X Susan E. Bourland	Susan E. Bourland	[REDACTED]	8/07/11
Richard Bradford	Richard Bradford	[REDACTED]	8/7/11
Maria Baes	Maria Baes	[REDACTED]	8-7-11
YOLANDAM PHELPS	Yolanda M. Phelps	[REDACTED]	8-8-11
Cecilia Kurtz	Cecilia Kurtz	[REDACTED]	8-8-11

RECEIVED

11 AUG 30 AM 10:53

CITY ATTORNEY - RISK MGMT.
CITY OF CULVER CITY

RECEIVED
CULVER CITY HOUSING

11 AUG 15 PM 3:36

4071 Grand View Blvd., Unit 14
Los Angeles, CA 90066
August 15, 2011

Ms. Tevis Barnes, Housing Administrator
Culver City City Hall
9770 Culver Blvd.
Culver City, CA 90232

Dear Tevis:

Attached please find three (two multiple page) Petitions signed by various members and associates of the Grand View Mobilehome Neighborhood Association, each of whom is an owner of a mobile home located in the Grandview Mobilehome Park.

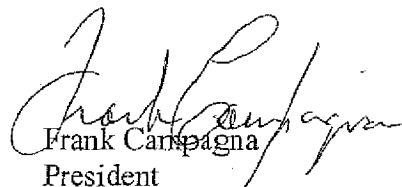
Petition No. 1 has been signed by or with authorization of mobile home owners who did not sign the Covenant petition circulated by Roy Matsuoka, expressing their support and preference for the City to consider adoption of a Mobile Home Park Conversion Ordinance rather than an MOU or Covenant not to close, regardless of the term of any such Covenant.

Petition No. 2 is a similar support and preference for an Ordinance as stated above, but in addition requests that their signatures on Mr. Matsuoka's Petition be withdrawn and canceled.

Petition No. 3 states a preference for an Ordinance as opposed to a Covenant, by signors of the Matsuoka Covenant Petition.

I can be reached by phone at (310)918-5117 or by eMail at tofcamp@yahoo.com.

Thank you for coordination of these Petitions with the other documents in support of the Ordinance.



Frank Campagna
President

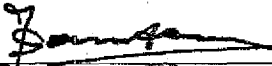
GMP Neighborhood Association

RECEIVED
CULVER CITY HOUSING

11 AUG 15 PM 3:36

Petition No. 1 of Mobile Home Owners
at the Grandview Mobilehome Park

We, the below signed mobile home owners at the Grandview Mobilehome Park, hereby express our full support for adoption of a mobile home park conversion ordinance by Culver City. The Draft of a proposed Ordinance promulgated by the City is generally acceptable, but we ask that the comments thereto submitted to the City by the Grand View Mobilehome Park Neighborhood Association be considered for inclusion in a final version of the Ordinance.

<u>Name</u>	<u>Signature</u>	<u>Unit #</u>	<u>Date</u>
Cecilia Kurtz	Cecilia Kurtz		8/7/11
Michael Bushman	Michael Bushman		8-7-11
Harold Miller	H Miller		8/2/11
Christopher White			8/7/11
Jana Liles-White	Jana Liles-White		8-7-11
J. Savenbier			8-8-11
Rich Chrono	Rich Chrono		8-12-11

We, the below signed mobile home owners at the Grandview Mobilehome Park, hereby express our full support for adoption of a mobile home park conversion ordinance by Culver City. The Draft of a proposed Ordinance promulgated by the City is generally acceptable, but we ask that the comments thereto submitted to the City by the Grand View Mobilehome Park Neighborhood Association be considered for inclusion in a final version of the Ordinance.

<u>Name</u>	<u>Signature</u>	<u>Unit #</u>	<u>Date</u>
FRANK CAMPAGNA			8/13/11
JERI KICH	eMail AUTHORIZATION ATTACHED		8/13/11

Petition No. 2 of Mobile Home Owners
at the Grandview Mobilehome Park

On July 23, 2011, Mr. Roy Masuoka, owner of the Grandview Mobilehome Park where I own a mobile home, approached each of the undersigned individually and asked that we sign a petition which was intended to "separate our Park from the other Mobile Home Park" for purposes of consideration of a proposed mobile home park conversion ordinance by the Culver City City Council. He was very demanding in his request and I signed his petition. I have since learned that his signed petition has been filed with the City in an apparent attempt to indicate that I would prefer a 3-Year Covenant by him not to close our Park, rather than enactment of a mobile home park conversion ordinance, which definitely is not the case. My absolute preference on this matter is for the City to adopt a park conversion ordinance such as the one presently being considered, and I therefore retract and cancel my signature from his petition. I would never have signed his petition if I realized that it might be used to indicate that I was not fully supportive of the City's adoption of a mobile home park conversion ordinance.

<u>Name</u>	<u>Signature</u>	<u>Unit #</u>	<u>Date</u>
<u>Susan E. Bourland</u>	<u>Susan E. Bourland</u>		<u>8/07/11</u>
<u>Richard Bradford</u>	<u>Richard Bradford</u>		<u>8/7/11</u>
<u>Maria Baes</u>	<u>Maria Baes</u>		<u>8-7-11</u>
<u>YOLANDAM PHELPS</u>	<u>Yolanda M. Phelps</u>		<u>8-8-11</u>
<u>Cecilia Kurtz</u>	<u>Cecilia Kurtz</u>		<u>8-8-11</u>

Petition No. 2 of Mobile Home Owners
at the Grandview Mobilehome Park

On July 23, 2011, Mr. Roy Masuoka, owner of the Grandview Mobilehome Park where I own a mobile home, approached each of the undersigned individually and asked that we sign a petition which was intended to "separate our Park from the other Mobile Home Park" for purposes of consideration of a proposed mobile home park conversion ordinance by the Culver City City Council. He was very demanding in his request and I signed his petition. I have since learned that his signed petition has been filed with the City in an apparent attempt to indicate that I would prefer a 3-Year Covenant by him not to close our Park, rather than enactment of a mobile home park conversion ordinance, which definitely is not the case. My absolute preference on this matter is for the City to adopt a park conversion ordinance such as the one presently being considered, and I therefore retract and cancel my signature from his petition. I would never have signed his petition if I realized that it might be used to indicate that I was not fully supportive of the City's adoption of a mobile home park conversion ordinance.

<u>Name</u>	<u>Signature</u>	<u>Unit #</u>	<u>Date</u>
BRENDA COTTEN	Brenda Cotten		8/9/11

61

Petition No. 3 of Mobile Home Owners at the Grandview Mobilehome Park

On July 23, 2011, Mr. Roy Masuoka, owner of the Grandview Mobilehome Park where I own a mobile home, approached each of the undersigned individually and asked that we sign a petition which indicated support for a 3-Year Covenant by him not to close our Park, and I signed the petition. I have since learned that his petition has been filed with the City and I fear my signature may be misinterpreted as a sign that I would prefer a 3-Year Covenant, rather than the City's adoption of an equitable park conversion ordinance, which is not the case. I am fully supportive of and would prefer the City's adoption of a mobile home park conversion ordinance that is fair to both the Park owner and the mobile home owners.

Name

Signature

Unit #

Date _____

EVA Yoon

Evergreen

[REDACTED]

8/15/10