

FOURTH AMENDED

Buena Vista
Mobilehome Park
**RELOCATION
IMPACT
REPORT (RIR)**

Prepared by:

Margaret Ecker Nanda,
Attorney at Law
Brian Grasser
Attorney at Law

Law Office of
Margaret Ecker Nanda

485 Alberto Way
Suite 100
Los Gatos, CA 95032
408.355.7010

Submitted on

January 9, 2014

On behalf of the Park Owner

The Jisser Family

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PREFACE:

The Park Owner hereby submits to the City of Palo Alto a "Fourth (4th) Amended Relocation Impact Report" regarding the conversion and closure of Buena Vista Mobilehome Park. This Fourth (4th) Amended Relocation Impact Report (RIR) is submitted following the City's review of the Third Amended RIR submitted by the Park Owner on December 4, 2013. The City informed the Park Owner on January 2, 2014 that its application for conversion was "**substantially complete.**" (Emphasis supplied). See Appendix 61. The City has requested "more information" concerning the proposed mitigation assistance, the Owner's proposal to pay the actual costs of relocation, as well as the Owner's proposal that the lump sum mitigation assistance be calculated by reference to a twelve month rental agreement between the resident and the new landlord at either a mobilehome park or other rental housing. The Park owner has further revised Section 24 of this Fourth Amended RIR to address and respond to the City's questions and concerns. As in previous versions, changes in this Fourth (4th)

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Amended Relocation Impact Report from previously submitted versions of the RIR have been highlighted in yellow.

1. Introduction:

A. Owner: Buena Vista Mobilehome Park is owned by Toufic Jisser, Trustee of the Toufic and Eva Jisser Revocable Trust dated October 16, 2000. The Park is managed by Joe Jisser, the son of Toufic Jisser. The Park Owner will also be referred to herein as the Jisser Family.

B. Location: Buena Vista Mobilehome Park is located at 3980 El Camino Real in the City of Palo Alto, County of Santa Clara, California 94306. It is approximately 5 acres and is presently zoned RM15.

C. History: Although originally operated as a tourist camp¹ beginning in 1926, in the early 1950's the park began to take on its present shape and operation as a trailer park. The portion of the property that had been the "cabins" or motel portion of the property was turned into small studio apartments with attached garages. Currently there are 98 occupied mobilehome spaces and 12 occupied studio apartments, as well as one single family home. The property has always had retail along El Camino Real, beginning with a café and then a market, with the trailer park located behind the retail.

In 1986, Toufic Jisser and Eva Jisser purchased the property along with other investment partners. The park was licensed by the State of California, Department of Housing and Community Development, as a Mobilehome Park with 104 spaces at the time that Mr. and Mrs. Jisser and their partners purchased the park. Their purchase included approximately 1.1 acres of property along El Camino Real, where the "All American Market" was situated. In 1998, Mr. Jisser ceased operating the All American Market and remodeled the building to create Blockbuster Video. Blockbuster Video ceased operations in April 2012, and a small strip mall was created whose current tenants include Imperial Spa, Jamba Juice, Baja Fresh, and C-2 Learning Center. In addition to the small strip mall, the property includes an area leased and operated as a Valero gas station. There are approximately 8 years remaining on the lease for the gas station.

In 1999, the other investment partners of the Jisser Family, who originally purchased the park in 1986, asked to be bought out of the partnership. The Jisser Family acquiesced to the request, and in 1999 became the sole owners of the park. In approximately October 2000, the Park Owner gave the tenants a notice of rent increase, effective January 1, 2001.² The range of rent increases noticed to the residents included raises up to \$100 per space. The noticed rent increase was directly related to the Park Owner's refinancing of the Park to buy out the

¹ Dremman, *A History of Buena Vista Mobilehome Home Park*, Palo Alto Online News, (June 17, 2008)

² Civil Code Section 798.30 requires a park owner to provide 90 days notice of a rent increase.

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investment partners, and the increases in property taxes resulting from the buy-out. Some of the tenants turned to the City of Palo Alto for help, stating that they could not afford the rent increases and would have to vacate the park if the rent increases went forward. Beginning in December 2001, the Palo Alto City Council held a hearing regarding the rent increase. Members of City staff, as well as one council member, requested that the Jisser Family agree to a 4 month moratorium with regard to the enforcement of the rent increase. The Jisser Family agreed. During that 4 month period, the City drafted and passed the Mobilehome Park Conversion Ordinance (Ordinance No. 4696, 2001) *which included, in Section 9.76.120 a rent control Ordinance.* See Appendix 1.

Under Section 9.76.120, the Park Owner cannot charge an annual rent increase greater than the Consumer Price Index (CPI)³ **plus** six percent (6%). The Jisser Family never collected the \$100 per space rent increases noticed in 2000, which included increases of up to \$100 for some spaces. In fact the Park Owner, since 2001, has *not* regularly noticed annual rent increases, and has never noticed a rent increase as high as that allowed under the Ordinance. For example, the space rent for space 1 at the park, was \$520.00 plus utilities in 2001. Currently that space rent is \$675.00 plus utilities, an increase of \$150.00, or 23% greater than in 2001. As demonstrated in Appendix 2, if the Jisser family had increased space rents at the park for the past 12 years in the amount allowed under the Ordinance, the average space rent would be \$1,550.87 plus utilities. Currently, the average space rent in the park is \$685, with some spaces as low as \$675 and some spaces as high as \$695.

At the City Council hearings regarding the enactment of the Ordinance, the Park Manager Joe Jisser has a clear recollection that there was a discussion that the useful life of the park was a maximum of 10 years. It has been suggested⁴ that the park Owner received some benefit or reduction in taxes from the City as a result of the enactment of the Conversion Ordinance and the rent control provisions of the Conversion Ordinance. The Park Owner **did not** receive any concessions, benefits, or tax reduction from the City of Palo Alto in 2001 or thereafter.

In 2012, the Jisser Family decided to close the park. On November 9, 2012, the Park Owner filed with the City of Palo Alto a document entitled "Development Review Application" which contained the following statement under "Requested Action/Project Description", "Applying for mobilehome park conversion under Palo Alto Municipal Code Chapter 9.76, (Mobilehome Park Conversion, Section 9.76.030m subsection a) which provides in pertinent part that, 'Prior to conversion of a park the park owners shall file with the City an application to convert the park...'" See Appendix 3. An amended version of the Development Review Application is

³ Bureau of Labor Statistics Consumer Price Index – All Urban Consumers – San Francisco-Oakland-San Jose

⁴ See Appendix 4, Letter from Nadia Aziz and Melissa Morris, Public Interest Law Firm, dated March 6, 2013 to the City of Palo Alto, fn. 12 on page 3 which states, "It appears that Palo Alto and Mr. Jisser reached a development agreement that included preserving Buena Vista as a mobile home park for ten years...From the responses to public records we have received, it seems that Palo Alto limited the tax increases on the property pursuant to the agreement."

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herewith submitted clarifying the assessor parcel numbers (APN) of the parcels which are at present, a part of the Buena Vista Mobilehome Park. Those parcels identify the property location which is the subject of this Relocation Impact Report. See Appendix 29.

Buena Vista Mobilehome Park is the only Mobilehome Park located within the City of Palo Alto and was the sole mobilehome park in the City at the time the Ordinance was enacted. There is no difference in the size of the park or the type of housing offered on the site from the date of enactment of the Ordinance in 2001 to today's date.

D. Spaces included in the Relocation Impact Report: The Park contains 104 mobilehome spaces. This Relocation Impact Report does not include or address 6 spaces⁵ in the Park. Space 43 is vacant, and was vacant prior to the filing of the conversion application on November 9, 2012 and the City's notification to the homeowners of the application for conversion on November 26, 2012. **The residents in spaces 12, 39 and 42 moved into the park after the date the conversion application was filed, and notice had been given to the park residents that the conversion application had been filed.** Pursuant to Section 9.76.110 of the conversion Ordinance, a resident moving into the park after notice of the conversion application, can waive his/her rights to relocation assistance as a condition of renting a space in the park. The residents in spaces 12, 39 and 42 have waived their rights to relocation assistance in writing. Attached as Appendix 31 are redacted copies of the Waiver by the residents in those spaces. **The residents in Spaces 12 and 42 who previously signed a waiver have voluntarily vacated those spaces and no longer reside in the Park. Appendix 32 includes a copy of the notice served pursuant to Civil Code Section 798.56(e) due to the tenant at space 42's failure to pay rent. After receipt of the notice, and during the pendency of the 60 day period as provided in the notice, the tenant voluntarily vacated the space.** The name of the tenant has been redacted to protect his privacy. The Applicant declines at this time to provide an appraisal for the home in space 39, and also to provide Resident Questionnaire for the residents occupying space 39 since they are not entitled to mitigation assistance pursuant to Section 9.76.110 (b) **and are in the process of voluntarily vacating the space.** If the conversion hearing process is not completed within one year after the date of the filing of the conversion application (November 9, 2013) then the Applicant will obtain appraisals of their homes and provide those residents with the same relocation assistance proposed for the other homeowners in the Park. The resident in space 22 died on or about March 1, 2012 and left no heirs. An RV owner stores his RV in space 45. It is "stored" in space 45 and the owner has never resided in it. It is not hooked up to utilities and the owner pays \$150 a month to store the home in space 45. **Accordingly, there are 98 spaces in the Park occupied by mobilehomes, travel trailers and recreational vehicles including 5th wheelers, which are the subject of discussion in this RIR.**

⁵ The 6 spaces not included in the discussion in the RIR are spaces: 43, 45, 12, 22, 39 and 42.

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E. Residents of Buena Vista: Under the terms of the Ordinance, specifically Section 9.76.020 (h) the term “Mobilehome resident” or “resident” means a registered owner of a mobilehome who resides in the mobilehome (Emphasis supplied). When used in this report the term resident means as defined in the Ordinance. However, when discussing the people who live in the park, for example in Section 11, *infra*, the information provided therein includes *occupants*, such as children and other adults who live in the mobilehomes. The Ordinance, however, contemplates that the mitigation assistance outlined in Sections 9.75.040 (g) and (h) will be paid to the residents, meaning the mobilehome owners as defined in the Ordinance, as the “registered owner of a mobilehome who resides in the mobilehome.”

F. Studio Apartments and Single Family Home at Buena Vista: In addition to the 104 mobilehome spaces at Buena Vista, there are 12 studio apartments. The studio apartments were formerly part of the motel that was operated at the site in past years. The studio apartments all have attached garages. There is one single family home on the property, and a portion of the single family home was remodeled and now serves as the Park Office. All of the studio apartments and the single family home are rented pursuant to written rental agreements, and the tenants have month to month tenancies.

Resident Questionnaires were initially sent⁶ to the studio apartment tenants and the tenant of the single family home (collectively referred to as the “apartment renters”). Of the 13 apartment renters who received Resident Questionnaires, 6 met with the Housing Relocation Specialists however only 5 completed Resident Questionnaires. One apartment renter refused to complete the Questionnaire. Any Resident Questionnaires for the apartment renters received by the Housing Relocation Specialist (Autotemp) after submission of this Amended RIR will be submitted to the City as they are received.

G. Housing Relocation Specialist (9.76.030 (m)): The Park Owner is required to identify a relocation specialist to assist the residents in finding and moving to “relocation spaces and comparable housing.” The relocation specialist is selected by the Park Owner and paid for by the Park Owner, but subject to the approval of the City. The Park Owner selected:

Autotemp⁷
373 4th Street, Suite 2A
Oakland, CA 94607

Owner: David J. Richman
Consultants: Jessica Garliepp
Teresa Laverde⁸

⁶ The Resident Questionnaires were distributed to any studio apartment tenants and the single family home tenant (collectively referred to as the apartment renters) who may have attended the initial meetings with the park residents in December 12, 2012. In addition, the apartment renters were mailed Resident Questionnaires in December 2012. See Appendix 11. Finally the apartment renters were again mailed Resident Questionnaires and asked to submit them by mail the Housing Relocation Specialist on June 25, 2013 (see Appendix 37). Apartment renters who did not answer every question in the Resident Questionnaires were mailed copies of the previously completed Questionnaires and asked to complete them. See Appendix 38.

⁷ See Appendix 5

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(510) 238-9386

The relocation specialist was approved by the City of Palo Alto in November 2012.

H. Appraiser (9.76.030(d)(5)(iv)): The Park Owner is required to choose an appraiser to appraise the mobilehomes from a list supplied by the City. The Park Owner is required to pay for the costs of the appraisals. The Park Owner chose the following appraiser:

Beccaria and Weber, Inc.⁹
830-F Bay Avenue
Capitola, CA 95010
(831) 462-1406

This appraiser was approved by the City in November 2012.

2. Chronology Re Closure: The following is a brief chronology of events relating to the announcement of the closure of Buena Vista and the process to date.

September 4, 2012: Joe Jisser, Park Manager, sent a letter to the tenants advising them that he was considering closing the Park and converting it to another use. Appendix 7.

November 9, 2012: The Jisser Family filed a Development Review Application with the City of Palo Alto for a Mobilehome Park Conversion pursuant to the Palo Alto Municipal Code, Chapter 9.76 Mobilehome Park Conversion, Section 9.76.030. Appendix 3.

November 26, 2012: Curtis Williams, Director of Planning and Community Environment for the City, sent a letter to each Park Resident informing them that the City had received an application to close the Buena Vista Mobile Home Park. Appendix 8.

November 27, 2012: Joe Jisser, Park Manager, sent a letter to each resident¹⁰ asking them to attend an informational meeting regarding the closure of the Park. Appendix 9.

December 11 and 12, 2012: Meetings were held at the Keys Middle School, 3981 El Camino Real, Palo Alto (across the street from Buena Vista Mobilehome Park). Martin Eichner of Project Sentinel facilitated the meetings in which Curtis Williams, Director of Planning and Community Environment spoke, as well as Joe Jisser, on behalf of the Jisser Family, Margaret Ecker Nanda, attorney representing the Jisser Family, and Dave Richman of Autotemp, the designated Housing Relocation Specialist. An agenda and additional materials were prepared

⁸ Both Autotemp consultants are fluent in Spanish.

⁹ See Appendix 6

¹⁰ All residents in the Park were invited to attend the meetings, including the residents who reside in the apartments and single family home at the Park.

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in English and in Spanish and given to each attendee and all oral communications were translated into Spanish. Appendix 10.

December 18, 2012: Copies of the written materials distributed at the meetings with the tenants were mailed to all park residents.¹¹ A copy of the proof of service for each resident is attached as Appendix 11.

January 1, 2013 through February 2013: Individual meetings occurred between the residents and the bilingual (English/Spanish) Housing Relocation Specialists at the park, and the Resident Questionnaires were completed. Three (3) residents mailed their completed Resident Questionnaires to the Park's attorney who thereafter sent them to the Housing Relocation Specialist. Interviews were held with some of the apartment tenants and the tenant in the single family home, and Resident Questionnaires were completed for those tenants.

January 1, 2013 through February 2013: Beccaria & Weber, the designated and approved appraiser of the mobilehomes, appraised the homes in the park.

January 24, 2013: A letter was sent to the City Attorney requesting clarification on certain sections of the Ordinance. Appendix 12.

March 6, 2013: A letter was sent to the City of Palo Alto from the Public Interest Law Firm and Fair Housing Law Project, Law Foundation of Silicon Valley and the Western Center on Law and Poverty concerning the closure of Buena Vista Mobilehome Park. Appendix 4.

April 14, to April 17, 2013: Copies of the appraisals were personally served on the homeowners.¹² Copies of the receipts and proof of service of the appraisals are attached in Appendix 13.

May 2, 2013: A first draft of the Relocation Impact Report was submitted to Curtis Williams, the Director of Planning and Community Environment for the City of Palo Alto.

June 6, 2013: Letter received from Grant Kolling, Senior Asst. City Attorney to Margaret Ecker Nanda, Attorney for the Park Owner regarding the City's review of the Relocation Impact Report submitted on May 2, 2013. See Appendix 30.

¹¹ All residents at Buena Vista, including the apartment tenants and the tenant in the single family home were mailed copies of the documents distributed at the tenant meetings.

¹² The appraisal for one space was mailed, first class mail, because the homeowner does not reside in the Park. The homeowner at a second space in the Park died in or about March 2013, and the appraisal was not mailed.

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June 13, 2013: Margaret Ecker Nanda confirms in writing a previous email request for a meeting with the City to discuss the additional information sought by the City to complete the Relocation Impact Report. See Appendix 33.

June 25, 2013: Resident Questionnaires in English and in Spanish along with a cover letter in English and Spanish mailed to all residents of Buena Vista Mobilehome Park who had not yet completed Resident Questionnaires. See Appendices 35 and 37.

July 2, 2013: Dave Richman of Autotemp, the Housing Relocation Specialist mailed Resident Questionnaires which the City deemed “incomplete” to 69 Park residents requesting that they respond to every question in the Questionnaire. See Appendices 38 and 40.

July 3, 2013: The City declined the Park Owner’s request for a meeting to discuss the additional information sought by the City to complete the conversion application. See Appendix 46.

July 10, 2013: Amended Relocation Impact Report is submitted to Aaron Akin, Assistant Director, Planning and Community Environment for the City of Palo Alto.

August 8, 2013: Letter received from Grant Kolling, Senior Asst. City Attorney to Margaret Ecker Nanda, Attorney for the Park Owner regarding the City’s review of the Amended Relocation Impact Report submitted on July 10, 2013. See Appendix 47.

August 23, 2013: Copies of Resident Questionnaires received by Autotemp, the Housing Relocation Specialist in response to the mailings of June 25, 2013 and July 2, 2013 were delivered to Jason Nortz, Senior Planner, Department of Planning & Community Environment, as well as an Excel Spreadsheet detailing which Questionnaires had been received from which households and which households had not yet responded. See Appendices 48 and 49.

September 5, 2013: Email sent to Jason Nortz, Senior Planner, and Grant Kolling, Senior Assistant City Attorney by Park Owner attorney, Margaret Ecker Nanda requesting an update on the city’s efforts to obtain completed Resident Questionnaires. See Appendix 50.

September 18, 2013: Second (2nd) Amended Relocation Impact Report is submitted to Aaron Akin, Assistant Director, Planning and Community Environment for the City of Palo Alto.

October 18, 2013: Letter received from Grant Kolling, Senior Assistant City Attorney by Margaret Ecker Nanda, Attorney for the Park Owner regarding the city’s review of the Second (2nd) Amended Relocation Impact Report Submitted on September 18, 2013. See Appendix 58.

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December 4, 2013: Third (3rd) Amended Relocation Impact Report is submitted to Aaron Aknin, Assistant Director, Planning and Community Environment for the City of Palo Alto.

January 2, 2014: Letter received from Grant Kolling, Senior Assistant City Attorney by Margaret Ecker Nanda, Attorney for the Park Owner regarding the city's review of the Third (3rd) Amended Relocation Impact Report submitted on December 4, 2013. See Appendix 61.

January 9, 2014: Fourth (4th) Amended Relocation Impact Report is submitted to Hilary Gitelman, Director, Planning & Community Environment for the City of Palo Alto.

3. Applicable Law:

In a mobilehome park, the tenant owns the personal property – the mobilehome – and rents the underlying land, referred to as “the space” from the Park Owner. The dwelling is therefore entirely owned by the tenant, unlike an apartment. An entire section of the California Civil Code is devoted to a statutory scheme setting forth the rights and obligations of the Park Owner (referred to as “Management”) and the tenant (referred to as the “Homeowner”). This section of the Civil Code (Civil Code Section 798 et seq) is commonly referred to as the Mobilehome Residency Law. See Appendix 14.

Under the Mobilehome Residency Law, a tenancy in a mobilehome park can only be terminated for cause as enumerated in Civil Code §798.56. Among the enumerated causes is subsection (g) which provides in pertinent part as follows:

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

(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 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.”

In addition to the Mobilehome Residency Law, another section of state law deals with mobilehome park closure and conversion to another use. Government Code §65863.7 provides in pertinent part:

(a) Prior to the conversion of a mobilehome park to another use, except pursuant to the Subdivision Map Act (citations), 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

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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 (Emphasis added).

In 2001, the City of Palo Alto adopted Ordinance 4696 which added Chapter 9.76 to the Palo Alto Municipal Code. Chapter 9.76 is entitled "Mobilehome Home Park Conversion" and its stated Purpose and Findings include, "In recognition of the unique situation and vulnerability of mobilehome owners, the State Legislature adopted the Mobilehome Residency law, Civil Code Section 798, *et seq.*, which protects them from eviction except for specified and limited causes, and Government Code Sections 65863.7 and 66427.4, which authorizes the City to require park owners who want to close a park or convert it to another use to provide reasonable relocation assistance as a condition of closing and converting a park." (Section 9.76.010) As provided in Section 9.76.130, "This chapter shall be interpreted so as to be consistent with the Mobilehome Residency Law, evidence code Section 798 *et seq.* and Government Code Section 65863.7, 65863.8 and 66427.4, as now in effect or as subsequently amended."

Chapter 9.76 of the Palo Alto Municipal Code will also be referred to herein as the "Conversion Ordinance" or the "Ordinance".

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4. Apartment and Home Tenants/Occupants:

As stated in Section 1F *supra*, there are 12 studio apartments at the Park as well as a single family home. All are rented pursuant to written rental agreements with the Park Owner, for month to month tenancies. The Conversion Ordinance does not address apartment or other types of tenants. The Ordinance provides in its stated purpose:

9.76.010 Purpose and Findings.

The **mobilehome owners** who rent spaces for their homes in mobilehome parks make a considerable investment in purchasing, maintaining and improving their homes and in maintaining the rented space for their home. If a park closes or is converted to a new use, the **mobilehome owners** may lose their homes and the investment in them due to the high cost and risk of injury involved in moving a mobilehome, the fact that improvements to the home may not be moveable and the lack of vacant mobilehome spaces in parks within a reasonable distance from the closing park that will accept relocating homes....

This chapter is adopted pursuant to Government Code Sections 6583.7 and 66427.4 and the City's police power to provide a procedure and standards for assessing the adverse impacts of a mobilehome park closure or conversion on the displaced **mobilehome owners** residing in the park that is being closed, and to determine appropriate relocation assistance for those residents (Emphasis added).¹³

The apartment tenants and the single family home tenant have been contacted by the Housing Relocation Specialist, Autotemp, and if willing, they have completed Resident Questionnaires which are included in the questionnaires which are delivered confidentially to the City and the hearing officer per Subsection (c) of Section 9.76.030 of the Ordinance.

However, because the Ordinance does not address in any way mitigation assistance for the apartment tenants or the tenant in the single family residence, this Relocation Impact Report will not include assistance, financial or otherwise, for the apartment tenants or the tenant of the single family home in the Park. The information contained in any of the Resident Questionnaires completed by the studio apartment tenants is not included in any of the data reported in this RIR.

In its review of the Relocation Impact Report (see Appendix 30) the City stated the following: "...the City believes, PAMC¹⁴ sections 9.76.030 (a) and 9.76.030 (c) (7) expressly refer to tenants, for whom Questionnaires must be filed, and no distinction is made between the

¹³ The apartments and the single family home were on site and offered as rental housing at the time the City enacted the Conversion Ordinance in 2001. Since Buena Vista is the only mobilehome park in the City, it is presumed that if the City had wanted to include mitigation assistance for the apartment tenants or the single family home tenant in the Ordinance, it would have done so at the time it was enacted.

¹⁴ Palo Alto Municipal Code (PAMC)

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tenants of mobilehomes and other rental units at the Park, by implication, these tenants might be entitled to relocation assistance under applicable laws...”

The Park Owner strongly disagrees with the City’s contention in this regard for the following reasons:

1. The City was well aware that there were 12 studio apartments and a single family home at Buena Vista at the time they enacted the Ordinance that governs the closure of the Park. Certainly if the City had wanted to provide mitigation assistance for that defined class of residents at Buena Vista it would have addressed it in the Ordinance.
2. The term “tenant” is completely undefined in the Ordinance. However the introductory paragraph in the Ordinance, Section 9.76.010 titled, “**Purpose and Findings**” refers multiple times to **mobilehome owners**, their investments in their homes and the “unique situation and vulnerability of those mobilehome owners. Clearly by the language contained in the Ordinance it is the intent and purpose of the Ordinance to address and define mitigation assistance for the mobilehome owners in the Park. The fact that the Ordinance twice refers to, or uses the term “tenant” when that term is undefined , and no other reference or mention of any kind is made to the residents of the studio apartments at the Park, does not result in their inclusion as a class of residents entitled to mitigation assistance. Therefore the Park Owner’s position remains that the studio apartment tenants and the tenant of the single family home in the Park are not entitled under the Ordinance to mitigation assistance. Therefore no mitigation assistance to those tenants is included in this Amended RIR.
3. In a meeting with the Park Owner and the Park Owner’s attorney on June 15, 2012, Don Larkin, who was on that date an Assistant City Attorney with the City of Palo Alto, confirmed that the Ordinance did not include or reference the studio apartment renters or the renter of the single family home. This view was confirmed in a series of meetings held with Mr. Larkin and other City officials when discussions with the City regarding the closure of Buena Vista Mobilehome Park were first held.
4. Pursuant to Section 9.76.100 of the Ordinance which is entitled, “Provisions to prevent eviction prior to determination of relocation assistance” subsection (a) Any resident already renting a space in the park on the date the application for conversion is filed shall be eligible for relocation assistance. As stated above, “resident” is clearly defined in the Ordinance and does not include the renters of the studio apartment or the single family home at the Park.

The City did not state in its response to the RIR submitted on May 2, 2013 that there were any other provisions of the Palo Alto Municipal Code which require compensation for apartment tenants required to relocate, because of the closure of the apartment building or other rental housing. If other sections of the Palo Alto Municipal Code require mitigation assistance to the

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apartment and single family home tenants, the Park Owner will of course comply with any such provisions in the law.

5. Resident questionnaires (Section 9.76.030(c) (1) through (7) and Appraisals of the Mobilehomes (Section 9.76.030(d)(5)(iv)):

Status of Resident Questionnaires as of January 2, 2014: In his letter of January 2, 2014 to the Park Owner's attorney, Senior Assistant City Attorney Grant Kolling stated the following with respect to the Resident Questionnaires. "The City now has completed its review of the Resident Questionnaires (the "RQ's"), which have been outstanding since the submission of the Second Amended RIR. Those were obtained by the City's Consultant. The City is pleased to report that it has determined that the RQs are complete in accordance with PAMC sections 9.76.030(c)(1)-(7)."

A. Resident Questionnaires: The Ordinance provides that a "confidential resident questionnaire" shall be sent to each resident and tenant of the park on a form provided by the City as soon as the conversion application has been filed" (Subsection (c)). The English and Spanish versions of the Resident Questionnaires are included in Appendix 15. At the meetings with the residents, which occurred on December 11 and 12, 2012 (see Chronology, Section 2, *supra*), each resident who attended was provided with a copy of the Resident Questionnaires. A copy of the Resident Questionnaire (in English and Spanish) was thereafter mailed to all residents on December 18, 2012. Beginning in January 2013, Autotemp consultants Jessica Garliepp and Teresa Laverde made appointments with the residents to meet them and to complete the Resident Questionnaires. If a resident did not have a Resident Questionnaire, the consultants provided the resident with one. Multiple attempts were made to reach the residents of each household. Said attempts included telephone calls to the home if a phone number was available through the Park Owner records, or as a result of a telephone number given at the time of the December 2012 tenant meetings; contact cards taped to the door of the homes, and multiple attempts by the consultants to find the homeowner at home while the consultants were in the Park. As of the date of submittal of the Relocation Impact Report, Resident Questionnaires had been completed and received by 71 of the 98 mobilehome households in the Park. The residents in the remaining households refused or otherwise failed to complete Resident Questionnaires. Along with copies of the Resident Questionnaires, a list is provided with the confidential portion of this RIR of the specific households who did not respond to the Relocation Specialist's efforts to obtain their cooperation in completing a Resident Questionnaire.

In the City's response to the initial submission of the RIR (see pages 2-4, Appendix 30) the City states: "...the Owner generally describes its efforts to procure the completion of the Questionnaires, yet the Owner has not provided any objective information (such as the records, files, logs, etc. maintained by the Owner) to demonstrate that substantial efforts were

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made to attempt to procure the completed Questionnaires from all affected residents and tenants.”

The following is the Park Owner’s response to the City:

Attached as Appendix 33 is an Excel spreadsheet prepared by Autotemp, the Housing Relocation Specialist which specifically recites for each space the efforts made to contact each resident in the Park. In the public version of the Amended RIR the names and phone numbers of the residents have been redacted. The Park Owner will submit to the City an un-redacted version of the Excel Spreadsheet with the submittal of the Amended RIR. As the City will note, all residents who did not complete Resident Questionnaires were contacted multiple times by the Housing Relocation Specialists. In addition the “contact cards” which were taped to the homeowner’s door, were not merely small business cards, but a card which contained a specific request that the resident contact Autotemp. A sample of the contact card is included in Appendix 33. Further the City should note that there is no requirement in the Ordinance that the Housing Relocation Specialist fill out the Questionnaire with the resident. The only requirement is that a confidential Resident Questionnaire *be sent* to each resident on a form provided by the City. See Section 9.76.030 (c). At the Park Owner’s request, 2 bilingual consultants with Autotemp attempted to reach each and every resident to personally assist them in the completion of the Resident Questionnaires. Of the 71 Questionnaires submitted with the original filing of the RIR, all but 3 of those were completed with the assistance of the consultants from Autotemp. It is clear from the documentation provided in Appendix 33 that efforts over and above that required in the Ordinance were expended by the Housing Relocation Specialist to obtain Questionnaires from each of the residents.

In addition, following the receipt of Grant Kolling’s letter of June 6, 2013, the Park Owner’s attorney mailed to all of the residents who had not yet completed a Resident Questionnaire a letter, in English and in Spanish requesting that they complete the Resident Questionnaire. See Appendix 35. Included with the letter was a postage pre-paid envelope addressed to David Richman of Autotemp with a request that the resident mail the completed Questionnaire to Mr. Richman. A phone number for the consultants at Autotemp was also provided in the event a resident had questions concerning completion of the Questionnaire. In addition, the Park Owner, through its attorney, contacted Melissa Morris, attorney for the Buena Vista Residents Association and requested *her assistance* in obtaining the completion of the Resident Questionnaires. Attached as Appendix 36 is the Park Owner’s attorney’s request to Melissa Morris (via email), and her reply to that request. Attached as Exhibit 37 are the proofs of service by mail of the letter and Questionnaire to all of the residents who had not yet completed a Resident Questionnaire.

With respect to Grant Kolling’s comment in his letter of June 6, 2013, quoting from Melissa Morris’ letter of May 24, 2013 to the Mayor and City of Palo Alto, regarding possible lack of understanding and confusion about the purpose and intent of the Questionnaires, Dave Richman has informed the Park Owner that his consultants did not encounter any such lack of

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understanding regarding the Questionnaires. The Autotemp consultants, Teresa Laverde and Jessica Garliepp reported that the residents *did understand* the purpose of the Questionnaires, but in many cases believed that if they refused to respond to the Questionnaires it would stop, or at the very least impede the Park Owner's ability to close the Park. Further the purpose of the Resident Questionnaires was specifically discussed and copies of the Questionnaires were handed out at the three separate meetings with the residents held in December 2012, which meetings were attended by over 80 park residents, and is contained in the written information *mailed* to the residents on December 18, 2013.

In the City's response to the RIR (see Appendix 30) the City stated, "Finally, the City will provide the Owner with a letter, addressed to the residents and tenants who have not yet completed the questionnaires, to strongly encourage them to complete those questionnaires in a complete and expeditious manner." As of the date of submittal of the Amended RIR, the Park Owner had not received a copy of any such letter sent to the Park residents by the City. The Park Owner's position is that with the solicited assistance of Melissa Morris, attorney for the Residents Association, and the mailing of a blank Questionnaire to every household in the Park that had not yet submitted a Questionnaire, that there is no need for the City to send out its own letter requesting that the residents complete the Questionnaires.

In summary with respect to the attempts to obtain Resident Questionnaires from each household, the Park Owner has now provided to the City *specific details* regarding the Housing Relocation Specialist's attempt to contact each resident and enlist their cooperation and participation in completing a Resident Questionnaire. In addition, the Park Owner has *once again* reached out to all of those Residents who have not yet completed a Resident Questionnaire. The Park Owner has requested and received assurance from the Buena Vista Resident Association's Attorney, Melissa Morris that she will request the residents complete Resident Questionnaires and submit them to the Housing Relocation Specialist. All reasonable efforts within the capabilities and control of the Park Owner have now been expended to obtain Resident Questionnaires from each home at the Park.

"Incomplete Resident Questionnaires": In the City's response to the RIR (Page 3, Appendix 30), the City stated, "...questions in several Questionnaires contain blanks, signifying no answers, or vaguely worded answers." Nearly all of the Questionnaires completed were completed by the residents in the presence of, or with the assistance of the consultants of Autotemp, the designated Housing Relocation Specialist. Only 3 Questionnaires were received by mail by the Park Owner's attorney (see page 12, *supra*). Mr. Richman of Autotemp reports that *each question* was reviewed by the consultant with the resident and if no answer appears, it is because the resident could not provide an answer to the question, or the answer was "no" or "not applicable." Therefore the Hearing Officer can assume for purposes of his review of the Resident Questionnaires, that in the event of a question in which no written response appears, the question could not be answered by the resident or the answer was "no"

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or “not applicable.”¹⁵ In the letter sent to all of the residents who had not yet completed a Resident Questionnaire a specific request was included that all of the questions be responded to, and that the resident write the word “no” or draw a line through the response area if the question was not applicable.

Despite the fact that the Park Owner’s position is that the Resident Questionnaires are complete as submitted, in one final good faith effort to comply with the City’s request, the Park Owner has requested that the Housing Relocation Specialist, Autotemp, re-mail the incomplete Questionnaires to all of the residents identified in the Addendum to Grant Kolling’s letter of June 6, 2013.¹⁶ Attached as Appendix 38 please find a copy of a letter, sent in English and in Spanish to the Residents who left questions unanswered, requesting that they complete the Questionnaire and mail it to Dave Richman of Autotemp. Attached as Appendix 39 please see a copy of email dated July 2, 2013 to Melissa Morris requesting her assistance in obtaining completed Questionnaires from the Park residents. Attached as Appendix 40 are the proofs of service by mail of the Questionnaires to those residents who were requested to provide further information.

Conclusion: While the Park Owner is well aware that Section 9.76.030(a) requires the Park Owner to file a Resident Questionnaire for each affected resident, given the multiple and repeated attempts by the Housing Relocation Specialist and the Park Owner’s attorney to obtain completed Resident Questionnaires from each household at the Park, the likelihood of obtaining 100% compliance is not realistic. As noted by the consultants for Autotemp, even when they met in person with certain residents, they refused to complete the Resident Questionnaires either because they believed it would delay the process if they refused to complete the Questionnaires, or because they would not reveal to the Consultants information they considered confidential. The Park Owner submits that the City must acknowledge the renewed and continuing good faith efforts on the part of the Park Owner and the Housing Relocation Specialist regarding the Resident Questionnaires. All Resident Questionnaires received by either the Housing Relocation Specialist or the Park Owner’s attorney, at any time from the date of the filing of this Amended RIR will be promptly submitted either to the City or the hearing officer, at the City’s direction.

¹⁵ For example, questions 5 and 7 are the most frequently “unanswered questions” in the Questionnaire. Question 5 concerns the date of manufacture of the mobilehome and other information about the age and characteristics of the mobilehome. Question 7 concerns the purchase price and financing if any of the mobilehome. It seems very apparent to the Park Owner that the residents simply could not answer these questions because *they did not know* the answers or *did not want to provide the information*, and therefore left those items blank. The Park Owner is by no means convinced or assured that a re-submittal of the incomplete questionnaires will result in a significant number of residents filling in those spaces previously left blank.

¹⁶ The Addendum provided by the City (see Appendix 30) appears to contain several errors, including identifying specifically unanswered questions from residents who in fact never submitted Resident Questionnaires. Resident Questionnaires were not submitted to the Housing Relocation Specialists by the residents at spaces 23, 108 and Apartment 6C but nevertheless appear in the Addendum to Mr. Kolling’s letter as residents who have not answered certain questions. In addition the City identifies numerous questions as unanswered by residents **which were in fact answered.**

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City Response to Amended RIR re “Resident Questionnaires”:

In Senior Assistant City Attorney Grant Kolling’s response to the Amended RIR dated August 8, 2013 (see Appendix 47), Mr. Kolling again notes the Ordinance language that the application for conversion cannot be deemed completed until a resident questionnaire for *each* affected resident and tenant has been filed. The city then states that since the Park Owner has yet to submit resident questionnaires for each affected resident and tenant, that it will exercise its discretion “for a reasonable period of time” from the date of the letter (August 8, 2013) to endeavor to contact the mobilehome park residents. Further the city stated in its letter of August 8th, that as to the Park Owner’s contention that the Hearing Officer could reasonably assume that certain questions in the Resident Questionnaires were not answered because the answer would be “no” or “not applicable”, that the City could make no such assumptions.

Questionnaires which remain unanswered: As Appendix 49 reveals, at present there are 34 households at Buena Vista who have not responded to the request to complete a Resident Questionnaire. Of those 34, six (6) are apartment tenants; there are 28 mobilehome owners who have not yet responded to the Resident Questionnaires.

Park Owner’s Response to City’s Requirement that Resident Questionnaires be submitted for all Park Residents and Tenants: To the Park Owner’s knowledge, since the date the city received the Amended RIR on July 10, 2013, when the Park Owner clearly acknowledged that not all questionnaires had been received and/or completed, to the date of the submittal of this Second Amended RIR, the city has made no efforts to contact the residents and obtain Resident Questionnaires. In the City’s response to the Park Owner’s *first submittal* of the RIR, see Appendix 30 (dated June 6, 2013), the City stated, “Finally the City will provide the Owner with a letter, addressed to the residents and tenants who have not yet completed their questionnaires, to strongly encourage them to complete those questionnaires in a complete and expeditious manner.” In the period June 6, 2013 until the submittal of the Amended RIR on July 10, 2013, a period of 34 days, **no such letter was received by the Park Owner, nor did the city send such a letter directly to the residents and tenants.** In the absence of such a letter, the Park Owner, in coordination with the Housing Relocation Specialist sent follow up letters, in English and in Spanish to all Park residents and tenants asking that, as applicable, the resident either fill out a Resident Questionnaire, or complete a previously submitted Resident Questionnaire. See Appendices 35 and 38. Further the Park Owner reached out to the attorney for the residents, Melissa Morris, and obtained her assurance that she would request that her clients submit Resident Questionnaires.

Additional responses were received by Autotemp, the Housing Relocation Specialist in response to the follow up letters. These additional responses in the form of either Resident Questionnaires received from residents who had not previously completed them, or Resident Questionnaires from residents who had previously submitted “incomplete” questionnaires were delivered, at the City’s request, by the Park Owner’s attorney to Jason Nortz, Senior City

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Planner, on August 20, 2013. The Questionnaires were delivered, as well as an Excel spreadsheet (see Appendix 49) setting forth in detail which residents had not yet responded and completed a Questionnaire. **As of the date of submittal of this Second Amended RIR to the city, the Park Owner is unaware of any efforts by the City to obtain completed Resident Questionnaires from any resident or tenant**, despite the city's pronouncement in its letter of August 8, 2013 that it would take this matter into its own hands "for a reasonable period of time" and obtain the Resident Questionnaires the Park Owner had been unable to obtain. It would appear that the city is finding the task a bit more challenging than contemplated.

Conclusion: The city's position that nothing short of complete adherence to the Ordinance's requirement that Resident Questionnaires be submitted from *each* affected resident or tenant is untenable, and unfairly penalizes the Park Owner who has made consistent and continuing efforts to comply with this provision of the Ordinance. No one can force a resident of the Park to fill out a Questionnaire. It is clear that the intent of the ordinance was for the Park owner to make every reasonable effort to obtain a Questionnaire from each resident, which in our opinion has been satisfied, and is clearly documented. As the city has been made aware (see Appendix 50) the Park Owner, specifically Joe Jisser, the Park Manager, has repeatedly been told by Park residents that they will not complete a Resident Questionnaire since they believe their refusal will prevent the Park closure. Further, the city has itself failed to deliver first, on its promise of June 6, 2013 to send a letter it drafted for the Park Owner to distribute to the residents (which would have required minimal effort on the city's part), and secondly, on its peremptory statement of August 6, 2013 that it would exercise its discretion and obtain Resident Questionnaires from each requested resident. The Park Owner requested an update from the city with regard to its efforts in this regard (see Appendix 50) and the city has not responded. Given that the city has unequivocally stated that the RIR will not be deemed complete until a Resident Questionnaire is received from each resident and tenant, the importance of this matter to the Park Owner cannot be understated. For that reason, the Park Owner again submits that the RIR in its present state, with the Questionnaires which have been completed and delivered to the City, can be given to the Hearing Officer for his review and consideration. The city's failure to exercise its discretion in a reasonable amount of time to gather completed Resident Questionnaires, in light of the residents' stated position that they will not complete the questionnaires should not continue to unfairly penalize the Park Owner. Reasonable, continuous and good faith efforts have been made by the Park Owner to date and those efforts should be recognized by the city, while it makes its own delayed attempts to obtain completed questionnaires from the residents. The Park Owner is once again held hostage to the city's poorly worded ordinance. The net result is that significant roadblocks to the conversion process and the intransigence of the residents and tenants have combined to deny the Park Owner the opportunity to complete the Application for conversion.

B. Appraisals: Beginning January 2, 2013 the designated and approved appraiser Beccaria & Weber began appraising the homes in the Park. All mobilehomes were appraised. If the homeowner did not respond to Mr. David Beccaria's request to appraise his or her home, then

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Mr. Beccaria and/or the other qualified appraisers from Beccaria & Weber, Inc. conducted an exterior inspection and appraisal. A written appraisal report was prepared for each mobilehome in the Park with the exception of spaces 43 and 45 which are vacant, and were vacant prior to the filing of the Application for Conversion, which was filed on November 9, 2012. The homes at spaces 12, 39 and 42 were not appraised because the tenants at those spaces moved into the park after November 26, 2012, the date the residents received notice from the City of the Park Owner’s intent to convert the Park.¹⁷ Copies of the Appraisals were previously personally served on all tenants in the Park on or about April 14-17, 2013.¹⁸

6. Description of Proposed New Use for the Site (Section 9.76.030 (d) (1)):

Located along the regional El Camino Real transit corridor, the proposed development would replace the 117 unit Buena Vista Mobilehome Park (approximately 5 acres) with a new, well-designed infill apartment home community. Approximately one-half acre of the original 5 acre site of the mobilehome park will be retained by the Park Owner for future development.

7. Proposed Timetable for the Conversion of the Park (Section 9.76.030(d) (2)):

The following is the proposed timetable for conversion and closure of Buena Vista Mobilehome Park.

| Year | Month/Day | Activity |
|------|------------------|--|
| 2014 | January | Draft of Third Amended Relocation Impact Report (RIR) submitted to the City of Palo Alto for their review. |
| 2014 | February 9, 2014 | Application deemed complete by the City of Palo Alto. (Section 9.76.040) |

¹⁷ Pursuant to Section 9.76.110 of the Conversion Ordinance, a Park Owner can require a Tenant to waive his/her rights to relocation assistance when the Tenant moves into the Park after the date the Application to Convert is filed, and notice has been given that the Application has been filed. The Park Owner required the tenants at Spaces 12, 39 and 42 to sign waivers of their right to relocation assistance. As of the date of preparation of the RIR, space 42 is vacant, the previous tenant having moved out of the Park on or about April 1, 2013.

¹⁸ The appraisal report was mailed, certified mail, return receipt requested, to one resident who does not reside at the mobilehome. See Appendix 13.

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| 2014 | February/March | Copies of completed RIR served upon the residents at Buena Vista. (Section 9.76.040(c)) "A copy of the RIR must be provided to the residents at least thirty days before the hearing." Meetings are held with the residents and the Park Owner and its representatives to answer questions re the RIR and discuss/clarify mitigation assistance as outlined in the RIR. Note: The proposed meetings are not required under the Ordinance; the Park Owner will hold such meetings in an effort to answer homeowner and resident questions. |
| 2014 | 60 Days from February 9, 2014 | City sets hearing on Application. (Section 9.76.040(b)) "A hearing on application shall be set within sixty days of the date the application is completed." |
| 2014 | March/April | Hearing on Application is held. |
| 2014 | April/May | Decision on Application is made by the Hearing Officer. |
| 2014 | May/June/July | Appeals may be filed by any "aggrieved person." Section 9.76.060, "Any aggrieved person may appeal the hearing officer's decision to the City council by filing a written notice of appeal with the City clerk within ten days of the date the hearing officer's decision becomes final." |
| 2014 | May/continuing | Autotemp, the designated Housing Relocation Specialist, meets with homeowners and residents to begin ascertaining where they may want to relocate. |
| 2014 | July/August | Appeals are heard or appeals' period ends. Hearing officer's opinion becomes final. Per Section 9.76.050 the Park Owner will file a certificate of acceptance of the conditions of approval with the City. |
| 2014 | August | Homeowners are served with a Notice of Termination of Tenancy pursuant to Civil Code Section 798.56(g) based upon "change of use of the park or any portion thereof" which gives Homeowners and all persons residing with them at least six (6) months to vacate the Park. Note: Six (6) month time period will be extended to coincide with the end of the school year if it otherwise falls on a date prior to the end of the school year. |
| 2014 | August and continuing | Autotemp relocates the homeowners and residents of the Park as they request. |
| 2014 | August and continuing | Homeowners and residents wishing to vacate the Park are paid the mitigation assistance as approved in the Application, and |

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| | | relocated <i>if they choose</i> to leave the park prior to the expiration of the six (6) month notice period provided in the Notice of Termination of Tenancy. |
| 2015 | January 2015 through June 15, 2015 | Latest expiration date for Notice of Termination of Tenancy. Per Section 9.76.070 of the Ordinance, “No resident shall be required to remove his or her mobilehome, and no tenant shall be required to vacate a mobilehome until (i) the park owner has given the six months’ notice of closure required by the Civil Code Section 798.56, (ii) the six-month period has elapsed, (iii) the City’s decision approving the closure is final, and (iv) the park owner has provided the relocation assistance required by the City as a condition of conversion. |

8. A Legal Description of the Park, Section 9.76.030(d) (3):

A legal description of the Park is attached as Appendix 16.

9. The Number of Spaces in the Park, Section 9.76.030(d) (4):

The operating permit for the Park issued by the State of California, Department of Housing and Community Development states that there are 104 spaces at Buena Vista Mobilehome Park. At issue in this conversion application are 98 spaces because 6 spaces are either vacant or the tenants moved in after the Application for Conversion was noticed to the residents by the City.¹⁹

10. Size, Number of Bedrooms, Manufacturer and Date of Manufacture of the Mobilehome on Each Space, Section 9.76.030 (d)(5)(i):

The following is a list of all mobilehomes in the Park, including their size, number of bedrooms, manufacturer and date of manufacture. Per the discussion below, the numbers of bedrooms listed below are the number of bedrooms as reported by the homeowner, not as noted by the appraiser, or rooms defined as bedrooms under Title 24 of the Code of Federal Regulations (CFR) which defines bedrooms in mobilehomes.²⁰ Not included in this list of mobilehomes are the homes, if any, at spaces 12, 22, 39, 42, 43 and 45. The reason for not including any homes which may be located at those spaces is discussed in Section 1. D, *supra*.

¹⁹ Spaces 43 and 45 are vacant, the tenants at spaces 12, 39 and 42 moved in after notice of the application for closure was given and have signed waivers pursuant to Section 9.76.110 (b); and 1 homeowner (space 22) has died leaving no heirs.

²⁰ See 24 CFR Section 3280.109 and 24 CFR Section 3289.106.

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| Space # | Sq Feet | BR | Bath | Age | Manufacturer |
|---------|---------|----|------|-----|--------------|
| 1 | 527 | 2 | 1 | 26 | Fleetwood |
| 2 | 480 | 2 | 1 | 56 | Trail |
| 3 | 480 | 2 | 1 | 53 | Unknown |
| 4 | 640 | 3 | 1 | 58 | Champion |
| 5 | 524 | 2 | 1 | 54 | Unknown |
| 6 | 552 | 4 | 1 | 57 | Unknown |
| 7 | 448 | 2 | 1 | 49 | Unknown |
| 8 | 483 | 2 | 1 | 60 | Unknown |
| 9 | 477 | 2 | 1 | 38 | Wilderness |
| 10 | 577 | 3 | 1 | 53 | Unknown |
| 11 | 341 | 1 | 1 | 13 | Fleetwood |
| 12 | | | | | |
| 13 | 255 | 1 | 1 | 11 | Prowler |
| 14 | 460 | 2 | 1 | 58 | Unknown |
| 15 | 472 | 2 | 1 | 58 | Kozy |
| 16 | 590 | 2 | 1 | 58 | Unknown |
| 17 | 548 | 3 | 1 | 55 | Leisure |
| 18 | 615 | 2 | 1 | 58 | Unknown |
| 19 | 378 | 2 | 1 | 55 | Unknown |
| 20 | 623 | 2 | 2 | 58 | Unknown |
| 21 | 767 | 3 | 1 | 37 | Unknown |
| 22 | 613 | 3 | 1 | 50 | Unknown |
| 23 | 333 | 1 | 1 | 51 | Skyline |
| 24 | 738 | 3 | 1 | 46 | Unknown |
| 25 | 248 | 1 | 1 | 27 | Pace Arrow |
| 26 | 325 | 2 | 1 | 17 | Fleetwood |
| 27 | 638 | 3 | 2 | 49 | Unknown |
| 28 | 576 | 2 | 1 | 53 | Unknown |

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|----|-----|----|---|----|--------------|
| 29 | 247 | 1 | 1 | 15 | Forest River |
| 30 | 633 | 3 | 1 | 48 | Unknown |
| 31 | 595 | 3 | 1 | 53 | Unknown |
| 32 | 582 | 4 | 2 | 57 | Rolhm |
| 33 | 618 | 2 | 1 | 53 | Unknown |
| 34 | 288 | 1 | 1 | 35 | Aljo |
| 35 | 224 | 1 | 1 | 37 | Airstream |
| 36 | 308 | 2 | 1 | 49 | Trviz |
| 37 | 174 | 1 | 1 | 54 | Yellowstone |
| 38 | 360 | 2 | 1 | 56 | Terry |
| 39 | | | | | |
| 40 | 345 | 2 | 1 | 55 | Unknown |
| 41 | 168 | 1 | 1 | 35 | Automate |
| 42 | | | | | |
| 43 | | | | | |
| 44 | 328 | 2 | 1 | 34 | GFLCN |
| 45 | | | | | |
| 46 | 404 | 2 | 1 | 35 | Unknown |
| 47 | 392 | 2 | 1 | 53 | Fleetwood |
| 48 | 298 | 2 | 1 | 43 | Komfort |
| 49 | 332 | 1+ | 1 | 36 | Pace Arrow |
| 50 | 188 | 1 | 1 | 30 | Komfort |
| 51 | 312 | 2 | 1 | 61 | Unknown |
| 52 | 295 | 1 | 1 | 9 | Cavco |
| 53 | 306 | 1 | 1 | 9 | Cavco |
| 54 | 294 | 1 | 1 | 9 | Cavco |
| 55 | 351 | 3 | 1 | 40 | Unknown |
| 56 | 384 | 2 | 1 | 34 | Unknown |
| 57 | 422 | 2 | 1 | 53 | Unknown |

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|----|-----|---|---|----|--------------|
| 58 | 362 | 2 | 1 | 53 | Unknown |
| 59 | 204 | 2 | 1 | 25 | Coachmen |
| 60 | 427 | 2 | 1 | 28 | Fleetwood |
| 61 | 420 | 2 | 1 | 33 | Layton |
| 62 | 399 | 3 | 1 | 58 | Unknown |
| 63 | 377 | 2 | 1 | 53 | Unknown |
| 64 | 512 | 4 | 1 | 62 | Unknown |
| 65 | 404 | 3 | 1 | 37 | Unknown |
| 66 | 377 | 1 | 1 | 37 | Unknown |
| 67 | 348 | 1 | 1 | 10 | Cavco |
| 68 | 264 | 1 | 1 | 19 | Fleetwood |
| 69 | 448 | 2 | 1 | 36 | Fball |
| 70 | 247 | 1 | 1 | 14 | Fleetwood |
| 71 | 420 | 2 | 1 | 37 | Kenskill |
| 72 | 180 | 1 | 1 | 54 | Kenskill |
| 73 | 476 | 2 | 1 | 53 | Unknown |
| 74 | 441 | 2 | 1 | 9 | Cavco |
| 75 | 224 | 1 | 1 | 21 | Dutchmen |
| 76 | 427 | 2 | 1 | 53 | Unknown |
| 77 | 408 | 2 | 1 | 34 | Unknown |
| 78 | 435 | 2 | 1 | 26 | Unknown |
| 79 | 422 | 2 | 1 | 38 | Terry |
| 80 | 340 | 1 | 1 | 9 | Cavco |
| 81 | 364 | 1 | 1 | 2 | Cavco |
| 82 | 556 | 2 | 2 | 56 | Rolla |
| 83 | 535 | 2 | 1 | 48 | Redman |
| 84 | 330 | 2 | 1 | 2 | Heartland RV |
| 85 | 584 | 2 | 1 | 54 | Unknown |
| 86 | 279 | 1 | 1 | 13 | Coachman |

RIR

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|-----|-------|---|---|----|---------------|
| 87 | 512 | 3 | 2 | 57 | Unknown |
| 88 | 433 | 2 | 1 | 41 | Kenskill |
| 89 | 678 | 2 | 1 | 45 | Unknown |
| 101 | 743 | 2 | 1 | 55 | ABC |
| 102 | 415 | 2 | 1 | 54 | Unknown |
| 103 | 636 | 3 | 1 | 54 | Marwo |
| 104 | 1,122 | 3 | 2 | 43 | Fleetwood |
| 105 | 460 | 1 | 1 | 54 | Universal |
| 106 | 460 | 2 | 1 | 53 | Terra Cruiser |
| 107 | 567 | 1 | 1 | 52 | Angelus |
| 108 | 871 | 2 | 1 | 53 | Bendix |
| 109 | 420 | 2 | 1 | 55 | U.T. Cruise |
| 110 | 877 | 2 | 1 | 54 | Unknown |
| 111 | 860 | 4 | 1 | 53 | Unknown |
| 112 | 633 | 3 | 1 | 54 | New Moon |
| 113 | 717 | 2 | 1 | 51 | Biltmore |
| 114 | 400 | 2 | 1 | 57 | Roadliner |
| 115 | 775 | 3 | 1 | 44 | Champion |

Further information and discussion regarding bedrooms in mobilehomes at Buena Vista Mobilehome Park: In the City’s response to the Amended RIR, Senior Assistant City Attorney Grant Kolling asks the question, “Will rental information on units larger than a two-bedroom unit be provided?” The Park Owner’s response is “no” for the following reasons:

- There are only 4 units in the Park in which the home, as designed by the manufacturer contains 2 bedrooms.
- In all of the remainder of the homes which purport to be greater than 1 bedroom, either the second, third and in some cases fourth bedrooms were illegally added to the home.
- The illegally added bedrooms do not conform to minimum federal standards for mobilehome construction which defines what a bedroom must contain in terms of square footage and exit and window requirements.

The Ordinance provides in Section 9.76.020, subsections (a) and (c) that a comparable mobilehome and comparable housing means either a mobilehome or housing that is similar in

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size and *number of bedrooms*. (Emphasis supplied). It is the Park Owner's position that a comparable home similar in number of bedrooms does not mean that a homeowner can create what is often a sleeping area within an area of his or her home²¹, designate that a bedroom and thus create an obligation on the Park Owner to relocate that tenant to a home with a corresponding number of bedrooms. As is related in Section 19, *infra* the average square footage of a home at Buena Vista is 456 square feet. As stated in Section 13, *infra* there are 68 homes in the Park which contain "additions" or additional construction. Of those 68 homes, 66 were remodeled without either the benefit of an HCD permit²² or any other required permits.

Attached as Appendix 51 is a detailed Excel spreadsheet in which every home which has an illegally added bedroom is highlighted in yellow. There are 66 homes which are so designated. Included in Appendix 51 is the back-up data from each appraisal which includes the Summary of Salient Features, which lists the number of bedrooms, and the Sketch Addendum which includes a "to scale" layout of the home. In those cases in which the appraiser was able to enter the home with the permission of the homeowner, the sketch includes the floor plan which includes placement of the bedrooms. A close examination of the floor plans reveals that on one side of the home is the kitchen and bathroom(s) which contain the original plumbing in the home. The "additions" contain the bedrooms and other living space which do not include plumbing.²³ For example in the sketch addendum for the home located at space #111, where the homeowner doubled the size of his home by enclosing a portion of his space, including a tree which grows inside his home in an area between the living room and a bedroom, it is very apparent that the right side of the home was the original home, and the left area which added 2 bedrooms and a living room is the illegal addition. That homeowner now claims a 4 bedroom home when it is apparent that the home originally contained one bedroom, a living room, entry and kitchen.

A further example can be found for the home at space 74. The home was built in 2004 in compliance with HUD standards. The information for space 74 contained in Appendix 51 includes the home's floor plan from the home's manufacturer, CAVCO, which shows a one bedroom home. The homeowner claims it is a 2 bedroom home. The pictures taken by the appraiser shows that the "second bedroom" is a bed in the living room and a clothes rack to the left of the front door. Space 74 is not a 2 bedroom home and the Park Owner should not be required to pay mitigation assistance to relocate that resident to a 2 bedroom apartment.

The manufacturing standards for mobilehomes are governed by the Code of Federal Regulations, Title 24, Housing and Urban Development (HUD). Under Subtitle B, Chapter XX, Part 3280, Subpart B, Section 3280.109 the following are the requirements for a room designed for sleeping purposes.

²¹ See letter of David Beccaria, dated September 12, 2013, Appendix 54.

²² State of California, Housing and Community Development

²³ Per the Park's designated appraiser, David Beccaria.

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(b) Rooms designed for sleeping purposes shall have a minimum of gross foot floor area as follows:

- (1) All bedrooms shall have at least 50 sq. ft. of floor area
- (2) Bedroom designed for two or more people shall have 70 square foot floor area plus 50 sq. ft. for each person in excess of two.

(c) Every room designed for sleeping purposes shall have accessible clothes hanging space with a minimum inside depth of 22 inches and shall be equipped with a rod and shelf.

Further per Appendix 52, in order to be a bedroom in a mobilehome, the bedroom must contain an exit door and at least one outside window. 24 CFR 3280.106. As David Beccaria states in his letter of September 12, 2013,

“As you may recall in order to appraise the units and assign value for the unpermitted or illegal additions, we had to appraise them under a hypothetical condition presuming that they were legally built. ... When we described them as bedrooms we did not mean to infer that they were bedrooms in compliance with HUD standards, as that is simply not the case in most instances. They simply were classified as a bedroom for the purpose of analysis when they were sleeping areas at least partially partitioned within the home. It is ludicrous to relate these “sleeping rooms” to true bedrooms in conventional housing in the marketplace.” Appendix 53.

It is the Park Owner’s position that for purposes of reviewing the number of bedrooms as it relates to “comparable housing”, the number of bedrooms should correlate not to illegally created bedrooms or areas in a home declared by the homeowner to be a bedroom, but rather to that which *is a bedroom*, meaning that it was either originally built as a bedroom in the home by the manufacturer, or legally added to the home. The Park Owner should not be required to pay relocation expenses relating to a 4 bedroom home when in fact the home has 1 bedroom. If an apartment renter created a second or third bedroom by illegally partitioning an apartment to create such “bedrooms”, it would never be considered a two or three bedroom apartment. It would remain a one bedroom apartment for all purposes, including re-renting it. There is no distinction between the Buena Vista homeowners who have created second, third or fourth bedrooms through illegal additions and an apartment renter who illegally partitions an apartment, creating additional bedrooms.

The appraisals have already assumed for purposes of on-site value that all illegal additions were legal, thus the homeowner with 1 original bedroom who added on 3 bedrooms has already captured the additional value of the 3 illegally added bedrooms in the appraised value of the home. The “reasonable costs of relocation” per Government Code Section 65863.7 does not, and should not, include further monies to be expended by the Park Owner to relocate a homeowner to comparable housing which is similar in the number of “self declared”

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bedrooms, but rather to a bedroom so designated by the manufacturer of the home, or built with benefit of permits.

11. Names and Ages of the Occupants and Length of Residency in the Park, Section 9.76.030(d) (5) (ii):

Section 9.76.030(d) (5) (i) requires the Applicant to include in the RIR the names and ages of the Occupants of the Park and their length of residency at Buena Vista Mobilehome Park. To protect the privacy of the residents at Buena Vista, the information required by Section 9.76.030(d) (5)(i) will be submitted in a separate document to the City for review by the City and the hearing officer. Without identifying the residents by name, the Housing Relocation Specialist, Autotemp, has submitted the following information about the homeowners and residents at Buena Vista Mobilehome Park who occupy the *mobilehomes*.²⁴ This information was compiled from the Resident Questionnaires. 71 households in the Park were either interviewed by the Autotemp consultants and completed the Resident Questionnaires, or otherwise filled out the Questionnaires and returned them to either the Park's attorney or Autotemp. As reported by Dave Richman of Autotemp, "Others were either non-responsive; indicated that they would call at a later date; refused; or chose not to share confidential information. Attempts were made a minimum of three, and as many as five, times. Contact cards were left." The following is a summary of the demographic and certain other information received by Autotemp and its consultants, from the 71 of 98 mobilehome households in the Park,

- ❖ There are 188 adults, 21 who are age 62 or older. 13 of those 21 adults age 62 or older are heads of household.
- ❖ There are 84 children living in the Park; 31 attend elementary school, 18 attend middle school and 15 attend high school.
- ❖ There is at least one sub-leased home in the Park, meaning that the owner does not occupy the home but rents it to another occupant. There are at least 2 households in which the homeowner does not reside on a full-time basis in the Park.
- ❖ Of the 75 households who responded by completing the Resident Questionnaires, 2 households refused to provide any information regarding income. Of the 71 households that did provide income information, all 71 households appear²⁵ to fall at or below the "low" income level as established by the standards issued by the Department of Housing and Urban Development (HUD).²⁶

²⁴ The above information *does not* include demographic data about the persons who occupy the 10 studio apartments and 1 single family residence at the property.

²⁵ The income information provided by the resident was not verified by the Housing Relocation Specialist.

²⁶ "Low income" as established by HUD in California is 80% of annual median income or income of \$84,900 or less for a family of 4. See Appendix 17.

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- ❖ 25 households report that they are on SSI or public assistance, including WIC²⁷ and food stamps. One apartment tenant also indicated that they were on SSI or public assistance.
- ❖ There is a reliance of some households on public transportation.

Note: The information stated above does not include the data contained in the Resident Questionnaires which the City collected from the various residents at Buena Vista as referenced in Senior Asst. City Attorney Grant Kolling's letter of January 2, 2014. (See Appendix 61). Although Housing Specialist Dave Richman has requested copies of the Resident Questionnaires collected by the City's Consultant from Jason Nortz of the Planning and Community Department, he has not yet received copies of said Questionnaires.

12. Special Needs, Handicaps or Disabilities of the Occupants, Section 9.76.030(d) (5) (iii):

Section 9.76.030(d) (5) (iii) of the Ordinance requires the Applicant to include in the RIR, "Any special needs, handicaps or disability of the *occupants* and related special equipment, modifications or improvements to the home known to the park owner" (Emphasis supplied). The Park Owner is not able to respond to this request for information because the Park Owner does not make inquiry about, or track in any way, the special needs, handicaps or disabilities of occupants in the Park. The only exception is if an occupant requests a reasonable accommodation for a disability. The information regarding special needs, handicaps or disability was asked in the Resident Questionnaires which are separately submitted to the City as a confidential document pursuant to Section 9.76.030 (c)(7).²⁸ Autotemp, the designated Housing Relocation Specialist, has reported to the Applicant after a review of the 71 completed Resident Questionnaires the following:

- ❖ 21 households reported that at least one of its members was disabled. In addition to accessibility issues, proximity to family and special schools were indicated as requirements.

In the City's response to the RIR (page 5, Appendix 30), the City stated: "No Park space information or incomplete Park space information provided. The Report at page 22 of 52, notes that the Owner is aware of at least 21 residents (who presumably fully or partially completed their Questionnaires) who reported at least one member of the household is disabled. By implication the Owner may not be aware (but could be aware) of any other disabled members in households who have not yet completed (but can complete) the

²⁷ Women, Infants and Children - Food and Nutrition Service

²⁸ Section 9.76.030(c) (7) provides in pertinent part, "The questionnaires shall be kept separately from the rest of the application materials and shall not be included in the RIR sent to each resident and tenant. The identity of each resident and his or her responses shall be kept confidential and used only to determine the relocation assistance to be provided to a particular resident or tenant."

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Questionnaires.” The Park Owner respectfully refers the City to the statement in the RIR submitted on May 2, 2013 as set forth in Section 12 above that, “the Park Owner does not make inquiry about, or track in any way, the special needs, handicaps or disabilities of the occupants in the Park.” To clarify further, the Park Owner is not aware of disabled members in households who have not yet completed, but can complete the Questionnaires, and further the Park Owner will not guess or speculate about the issue.

The City requests that the Owner identify the 21 spaces whose residents might be entitled to relocation assistance based upon the disability of one or more members of the resident’s or tenant’s household, and of the special equipment, modifications and improvements to the mobilehomes.” The Park Owner again submits that the City’s insertion of the word “tenant” as the City proposes to define that term as including the persons who occupy the studio apartments or the single family home at the Park, is unwarranted and not within the language or the meaning of the Ordinance. Section 9.76.030, subsection (5) (iii) states that “For each **space** in the park” the RIR shall include, “Any special needs, handicaps or disability of the **occupants** and related special equipment, modifications or improvements to the home known to the park owner.” The word “tenant” does not appear, and it is clear that the word “space” refers to a rented area occupied by a mobilehome, not one of the studio apartments or the home on the property.

Attached as Appendix 41 is an Excel spreadsheet prepared by the Housing Relocation Specialist, Dave Richman, which identifies certain information, such as the nature of the handicap for the 21 spaces. In certain cases the resident has claimed an occupant is handicapped but not identified the specific nature of the “handicap”, further the residents have listed under the heading “conditions”, things which may not be considered a “disability” within the meaning of federal or state law.²⁹ A redacted version is attached as Appendix 41, an un-redacted version will be provided to the City at the time of submission of the Amended RIR.

13. The Value of the Mobilehomes, Section 9.76.030(d) (5) (iv):

The Ordinance requires the Applicant include in the RIR “the value the mobilehome would have if the park were not being closed, the depreciated replacement value of the mobilehome and its value if it is to be removed from the park and cannot be relocated to a space in a comparable mobilehome park. These values shall be determined by appraisal by a qualified appraiser to be chosen by the Park Owner from a list supplied by the City.” As stated earlier, the City approved the firm of Beccaria & Weber as appraisers for the homes in the Park. All the homes were appraised in the park except for the 3 in which the tenants moved in after the

²⁹ See 29 U.S.C. §§791. 793 referred to as the Americans with Disabilities Act which defines disability as (A) physical or mental impairment that substantially limits one or more major life activities of each individual; (B) a record of such impairment; or (c) being regarded as having such an impairment.” See also the definition of disability as provided in California Government Code §§ 12926 and 1292.1.

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City sent notice of the Application for Conversion on November 26, 2012. The other spaces which show no appraisal are the vacant spaces in the Park, or the space in which the homeowner died earlier this year.

Below is a spreadsheet which includes the values requested by Section 9.76.030(d) (5) (iv) of the Ordinance. In addition, a soft copy of the appraisals for each home is provided to the City via a disc included and labeled, Appendix 18.

The Applicant further submits as Appendix 19 a letter dated March 20, 2013 from David Beccaria. As said letter notes, 68 units in the Park have “additions.” In this context, “additions” mean additional rooms, porches, cabanas, screen rooms, etc. As Mr. Beccaria notes in his letter of March 20, 2013, “It appears that approximately 66 of the 68 units with additions lacked permits, as only two of the residents produced permits for their additions during the course of our inspections.” A physical inspection of the Park by the Hearing Officer will reveal that there are extensive additions to the majority of mobilehomes at Buena Vista. In many cases, the homeowner doubled the square footage of the mobilehome by enclosing the mobilehome in siding, and then continuing said siding as walls, creating another enclosure equal to, or exceeding, the initial dimensions of the mobilehome.³⁰ In one case, a homeowner has enclosed the space surrounding his mobilehome, which resulted in an entire tree becoming part of his home, which now extends through the roof of his home.

Major additions and improvements to a mobilehome including additional rooms, screened in rooms, “pop outs” and cabanas, when not included in the original mobilehome, may only be added if the construction is in compliance with Title 25 of the California Code of Regulations entitled, “Housing and Community Development” and Division 13, Part 2 of the California Health and Safety Code, Sections 18000 et seq., which together, exclusively govern mobilehome construction and remodeling. Said statutory scheme also vests the right to inspect Mobilehome Parks and mobilehomes within those parks exclusively with the State of California, Department of Housing and Community Development (HCD), Division of Codes and Standards. Mobilehome Parks are inspected at least every 5 years by the Department of Housing and Community Development. HCD also maintains a registration and titling base for all mobilehomes within the state. Finally, HCD has inspectors who inspect individual mobilehomes at the request of either a park owner, or a homeowner within a mobilehome park, if either believes that a mobilehome is not in compliance with either the Health and Safety Code or the Title 25 of the California Code of Regulations.

In the letter dated March 20, 2013 from the City approved appraiser Mr. Beccaria states the following:

³⁰ Examples include the homes at space 24, space 89, and space 110. In addition to these homes, there are numerous other homes with similar “additions.”

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“To clarify, in the appraisal reports that were individually prepared, all of the units with additions were valued under the *Hypothetical Condition* that the additions were legally permitted per the Scope of Work agreed to by the client”³¹ (Emphasis in original). I have been asked to comment on the ‘as is’ marketability of the units with unpermitted additions. It appears that approximately 66 of the 68 units with additions lacked permits as only two of the Residents produced permits for their additions during the course of our inspections...In order for units with unpermitted additions to be transferred, these additions would have to obtain legal permitted status and or be removed to satisfy the HCD requirements and Park Policy.³² In some instances *the additions are so extensive that it makes it difficult and perhaps not physically or financially feasible for the units to be restored to their originally permitted state.* (Emphasis added). *It is my opinion that those units in the park with unpermitted additions have NO current legal transferable market value at this time, relative to the effective date of the appraisal reports that were prepared, based upon the park rules and HCD requirements.*” (Emphasis in original)(See Appendix 19)

Per David Beccaria’s letter as excerpted above, the values shown below as the on-site or fair market value assumes the *hypothetical condition* that the improvements were constructed with permits. If permits had been issued, the improvements would have had to be constructed to those standards provided in Title 25 of the California Code of Regulations. Mr. Beccaria included with his letter the results of the most recent inspection by HCD as to space 112 at the Park. As the inspector noted, “Resident has installed a combustible awning enclosure which has been structurally attached to the MH without permit and less than 3’ to the property and less than 6’ to a combustible structure at the adjacent property ...” The net result of the homeowners constructing unpermitted improvements to their homes, as explained by Mr. Beccaria, is that the homes could not be resold with the unpermitted improvements. If the homes were valued without the unpermitted improvements, they would have **no** legally transferable value.

It should further be noted that most of the homes have no “off site” value. A mobilehome, travel trailer, RV or 5th Wheeler is an item of personal property only, which while parked at a mobilehome space is not permanently affixed to the ground, as is the case of a “stick built” or traditionally built home. As the chart below demonstrates, with no off site value, the homes have value only because they are situated on land in Palo Alto, land owned by the Park Owner. It should be noted therefore that the purchase of the homes by the Park Owner as contemplated by the Ordinance requires the Park Owner to pay a premium for the homes which includes the price of the park owner’s own land. If the homes were not

³¹ Scope of work is the document which outlined Mr. Beccaria’s assignment with regard to the appraisal of the mobilehomes. See Appendix 20. The client is the Park Owner, the Jisser Family.

³² The Park Rules and Regulations, referred to as the Residency Guidelines and Community Procedures, which pursuant to Civil Code Section 798.15(b) a provision of the California Mobilehome Residency Law, are a part of the rental agreement between the Park Owner (Management) and the homeowner.

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situated on the Park Owner’s property, they would have no little or no value given their age and condition.

As discussed in the Mitigation Assistance section of the RIR *infra*, the Park Owner will base mitigation assistance on the “value of the mobilehome if the park were not being closed”, but will request that the Hearing Officer note in his or her decision that of the 98 homes occupied and subject to this RIR, 66 of those homes would have had no legally transferable value because of the unpermitted additions and improvements to the homes.

| Space # | Value | Off Site | Depreciated |
|---------|--------------|-------------|--------------|
| 1 | \$ 20,000.00 | \$ - | \$ 12,300.00 |
| 2 | \$ 23,000.00 | \$ - | \$ 15,000.00 |
| 3 | \$ 17,000.00 | \$ - | \$ 9,500.00 |
| 4 | \$ 30,000.00 | \$ - | \$ 18,500.00 |
| 5 | \$ 29,000.00 | \$ - | \$ 20,000.00 |
| 6 | \$ 24,000.00 | \$ - | \$ 17,000.00 |
| 7 | \$ 14,000.00 | \$ - | \$ 7,000.00 |
| 8 | \$ 18,000.00 | \$ - | \$ 9,800.00 |
| 9 | \$ 12,000.00 | \$ - | \$ 7,000.00 |
| 10 | \$ 20,000.00 | \$ - | \$ 10,200.00 |
| 11 | \$ 15,000.00 | \$ 9,000.00 | \$ 9,000.00 |
| 12 | | | |
| 13 | \$ 15,000.00 | \$ 5,700.00 | \$ 5,700.00 |
| 14 | \$ 13,000.00 | \$ - | \$ 6,000.00 |
| 15 | \$ 15,500.00 | \$ - | \$ 8,000.00 |
| 16 | \$ 16,500.00 | \$ - | \$ 9,500.00 |
| 17 | \$ 19,000.00 | \$ - | \$ 10,500.00 |
| 18 | \$ 20,000.00 | \$ - | \$ 12,500.00 |
| 19 | \$ 15,000.00 | \$ - | \$ 7,700.00 |
| 20 | \$ 17,000.00 | \$ - | \$ 10,000.00 |
| 21 | \$ 29,000.00 | \$ - | \$ 23,500.00 |
| 22 | \$ 21,000.00 | \$ - | \$ 14,000.00 |

RIR

| | | | |
|----|--------------|-------------|--------------|
| 23 | \$ 14,000.00 | \$ - | \$ 7,500.00 |
| 24 | \$ 31,500.00 | \$ - | \$ 23,500.00 |
| 25 | \$ 9,500.00 | \$ 4,500.00 | \$ 4,500.00 |
| 26 | \$ 14,500.00 | \$ 2,340.00 | \$ 2,340.00 |
| 27 | \$ 23,000.00 | \$ - | \$ 13,000.00 |
| 28 | \$ 18,000.00 | \$ - | \$ 11,000.00 |
| 29 | \$ 13,500.00 | \$ 8,000.00 | \$ 8,000.00 |
| 30 | \$ 28,000.00 | \$ - | \$ 20,000.00 |
| 31 | \$ 17,000.00 | \$ - | \$ 7,000.00 |
| 32 | \$ 23,000.00 | \$ - | \$ 16,000.00 |
| 33 | \$ 16,500.00 | \$ - | \$ 16,500.00 |
| 34 | \$ 8,000.00 | \$ - | \$ 2,000.00 |
| 35 | \$ 9,000.00 | \$ 1,040.00 | \$ 1,040.00 |
| 36 | \$ 10,000.00 | \$ - | \$ 3,200.00 |
| 37 | \$ 6,000.00 | \$ 500.00 | \$ 1,000.00 |
| 38 | \$ 15,000.00 | \$ - | \$ 7,200.00 |
| 39 | | | |
| 40 | \$ 10,000.00 | \$ - | \$ 2,400.00 |
| 41 | \$ 6,500.00 | \$ 950.00 | \$ 950.00 |
| 42 | | | |
| 43 | | | |
| 44 | \$ 18,000.00 | \$ - | \$ 12,000.00 |
| 45 | | | |
| 46 | \$ 22,000.00 | \$ - | \$ 15,000.00 |
| 47 | \$ 19,000.00 | \$ - | \$ 12,000.00 |
| 48 | \$ 14,500.00 | \$ - | \$ 6,500.00 |
| 49 | \$ 9,500.00 | \$ - | \$ 3,500.00 |
| 50 | \$ 8,000.00 | \$ 1,300.00 | \$ 1,300.00 |
| 51 | \$ 11,000.00 | \$ - | \$ 4,000.00 |

RIR

| | | | |
|----|--------------|-------------|--------------|
| 52 | \$ 24,000.00 | \$ 4,200.00 | \$ 17,000.00 |
| 53 | \$ 24,500.00 | \$ 4,400.00 | \$ 17,500.00 |
| 54 | \$ 25,000.00 | \$ 3,600.00 | \$ 18,000.00 |
| 55 | \$ 16,000.00 | \$ - | \$ 10,000.00 |
| 56 | \$ 16,500.00 | \$ - | \$ 11,000.00 |
| 57 | \$ 9,500.00 | \$ - | \$ 2,900.00 |
| 58 | \$ 12,500.00 | \$ - | \$ 5,000.00 |
| 59 | \$ 9,000.00 | \$ - | \$ 1,300.00 |
| 60 | \$ 13,500.00 | \$ 950.00 | \$ 7,000.00 |
| 61 | \$ 15,000.00 | \$ - | \$ 7,500.00 |
| 62 | \$ 9,500.00 | \$ - | \$ 3,000.00 |
| 63 | \$ 14,000.00 | \$ - | \$ 7,000.00 |
| 64 | \$ 20,000.00 | \$ - | \$ 12,000.00 |
| 65 | \$ 17,500.00 | \$ - | \$ 10,000.00 |
| 66 | \$ 14,500.00 | \$ - | \$ 7,000.00 |
| 67 | \$ 24,500.00 | \$ 4,100.00 | \$ 16,500.00 |
| 68 | \$ 12,000.00 | \$ 7,000.00 | \$ 7,000.00 |
| 69 | \$ 23,500.00 | \$ - | \$ 16,000.00 |
| 70 | \$ 13,000.00 | \$ 2,340.00 | \$ 2,340.00 |
| 71 | \$ 13,000.00 | \$ - | \$ 4,000.00 |
| 72 | \$ 5,500.00 | \$ 1,000.00 | \$ 2,500.00 |
| 73 | \$ 16,000.00 | \$ - | \$ 9,000.00 |
| 74 | \$ 28,000.00 | \$ 5,500.00 | \$ 23,296.00 |
| 75 | \$ 9,000.00 | \$ 1,430.00 | \$ 1,430.00 |
| 76 | \$ 16,000.00 | \$ - | \$ 9,000.00 |
| 77 | \$ 22,000.00 | \$ - | \$ 14,500.00 |
| 78 | \$ 14,000.00 | \$ - | \$ 6,400.00 |
| 79 | \$ 24,000.00 | \$ - | \$ 15,500.00 |
| 80 | \$ 26,000.00 | \$ 4,500.00 | \$ 22,000.00 |

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| 81 | \$ 31,000.00 | \$ 15,500.00 | \$ 27,500.00 |
| 82 | \$ 16,000.00 | \$ - | \$ 5,500.00 |
| 83 | \$ 22,500.00 | \$ - | \$ 14,000.00 |
| 84 | \$ 24,000.00 | \$ 21,900.00 | \$ 21,900.00 |
| 85 | \$ 28,500.00 | \$ - | \$ 19,500.00 |
| 86 | \$ 14,500.00 | \$ 5,700.00 | \$ 5,700.00 |
| 87 | \$ 27,500.00 | \$ - | \$ 20,500.00 |
| 88 | \$ 21,000.00 | \$ - | \$ 14,000.00 |
| 89 | \$ 28,000.00 | \$ - | \$ 19,500.00 |
| 101 | \$ 23,000.00 | \$ - | \$ 12,000.00 |
| 102 | \$ 17,000.00 | \$ - | \$ 8,000.00 |
| 103 | \$ 22,500.00 | \$ - | \$ 9,000.00 |
| 104 | \$ 45,000.00 | \$ - | \$ 37,000.00 |
| 105 | \$ 19,000.00 | \$ - | \$ 9,300.00 |
| 106 | \$ 16,000.00 | \$ - | \$ 8,000.00 |
| 107 | \$ 15,000.00 | \$ - | \$ 6,400.00 |
| 108 | \$ 29,000.00 | \$ - | \$ 20,500.00 |
| 109 | \$ 17,000.00 | \$ - | \$ 10,000.00 |
| 110 | \$ 30,000.00 | \$ - | \$ 20,000.00 |
| 111 | \$ 40,000.00 | \$ - | \$ 34,300.00 |
| 112 | \$ 31,000.00 | \$ - | \$ 24,000.00 |
| 113 | \$ 32,000.00 | \$ - | \$ 24,500.00 |
| 114 | \$ 20,000.00 | \$ - | \$ 11,000.00 |
| 115 | \$ 30,000.00 | \$ - | \$ 17,500.00 |

In the City's review of the RIR (page 6, Appendix 30), the City states, "The Report at page 24 of 52, notes that the mobilehomes have value only because they are located in Palo Alto, and in effect the Owner is required to pay a premium for the Owner's land on which the mobilehomes are located. Yet when the mobilehomes appraisal values information provided in the Report, at pages 25 of 52, through 28 of 52, inclusive aggregating about \$2.5 million, are compared with the valuation of the Park, set forth in Appendix 21, about \$14 million to \$29 million, the City is unable to determine whether the "in-place" valuations are

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adequately reflected therein or whether the valuations are reasonable or sufficient for purposes of enabling Mr. Labidie to determine the relocation assistance to be awarded.” The Park Owner notes first and foremost that the Ordinance does not contemplate, and should not contemplate, a simple mathematical equation in which the value of the Park either in its use as a Park, or as another use, is used to determine the value of personal property, i.e., the mobilehomes at the park. The mobilehomes are personal property, not part of the realty which personal property is situated on the site. The mobilehomes per Section 9.7.030 (d) (5) (i) were to be given a value if the park were not being closed, the depreciated replacement value of the home, and its value if it is to be removed from the park and cannot be relocated to a space in a comparable mobilehome park. Mr. Beccaria’s appraisals in all respects meet the requirements of said section of the Ordinance. The value of Buena Vista itself as a mobilehome park, or as another use is irrelevant and immaterial to the appraised value of an individual mobilehome in the Park. The Ordinance neither suggests nor requires a comparison of the total value of the mobilehomes to the value of the Park. In further response to the City’s statement that the information on the appraisal values of the mobilehomes is “incomplete” as stated in page 5 of Mr. Kolling’s letter, the Park Owner submits Appendix 42, a letter from David Beccaria dated June 14, 2013 addressing the City’s questions.

14. Improvements to the Home, Section 9.76.030(d) (5) (v):

In Section 9.76.030 (d) (5) (v) the Park Owner is required to provide information regarding improvements to the home, “including but not limited to, patios, porches, pop out rooms and any recent improvements to the home, including but not limited to, a new roof or new siding.”³³ It should be noted that the Park Owner has no direct knowledge of the information requested by this section of the Ordinance. Improvements to the home are accomplished solely by the resident, and as stated in David Beccaria’s letter of March 20, 2013, as discussed *supra*, in 66 homes, the improvements were constructed without permits. The data below was gathered by David Beccaria and his appraisers, who requested that the homeowner tell Mr. Beccaria, and or his appraisers, about improvements to the home. In many cases however, Mr. Beccaria and his appraisers reported what they saw inside or outside the home relating to the improvements. As to the value of the improvements, if the homeowner offered that information to the appraiser it was included in the appraisal report. Said information was not verified in any way, meaning no receipts or other documents were presented to the appraiser regarding the cost of the improvements. In the case of 2 residents, they submitted receipts for their home improvements with their Resident Questionnaires.

³³ The Ordinance does not provide a definition of the term “recent” improvements. The homeowner was not asked to provide information as to the date the improvements were constructed.

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The following information is excerpted from that portion of each Appraisal Report which reflects the appraiser’s information regarding improvements to the home. See the “Comments” of the Appraisal Reports, appearing on page 4 of each appraisal report.

| Space # | Improvements to the Home |
|---------|---|
| 1 | Exterior only Inspection ³⁴ |
| 2 | Since the time of purchase the owner has installed a new kitchen, new bathroom, new bedroom, new bedroom addition, stove, sink, new cabinets in the kitchen, new wood floors, updated electrical, updated plumbing, insulation was installed, and partial dual pane windows. |
| 3 | Exterior only Inspection |
| 4 | The unit has received extensive updating including newer wood floor covering, updated bathroom, a couple of new doors, updated kitchen cabinets and counter tops, updated range/oven, two room AC units, paint, newer water heater and an added room. |
| 5 | It has received extensive renovation including 2-pane windows, wood exterior walls, composition shingle roof, granite kitchen counter top, laminate flooring, drywall interior walls, new ceilings, and a high quality newer front door. |
| 6 | No improvements indicated |
| 7 | The current owner indicated that they built the addition after the original purchase. Since that time they have added living room/bedroom addition, new roof, new floor covering, new refrigerator, new stove, new water heater, oven and dual glaze windows in the addition. |
| 8 | Since the date of purchase the home has received significant updating which includes new kitchen, dry wall, Pergo flooring, new cabinets, stove and refrigerator, dual glazed windows, 2 sliding doors, granite counter tops and a dishwasher. |
| 9 | Since the date of purchase, the owner has built the addition to the trailer, a new toilet and water heater. Owner has provided copies of permits to build the addition. No evidence of completion certificate or final sign off provided. |
| 10 | No improvements indicated |
| 11 | The unit has a new water heater |
| 12 | |

³⁴ “Exterior Only” inspections and appraisals were conducted when the Homeowner would either not allow the appraiser inside his/her home, or when the homeowner would not respond to requests for an appraisal of his/her home. See Section 5. B. *supra*.

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| 13 | The owner estimated that an additional \$1,200 was put into upgrades. |
| 14 | The owner installed the addition in 2008 himself. |
| 15 | The owner updated the unit considerably. The unit had been recently painted on the exterior at the time of the inspection. |
| 16 | The owner stated that the following improvements were made: painted exterior and interior, new roof parts, shower, sink, microwave, new carpet, new heater, AC, awning and added a wall. |
| 17 | The owner has installed new ceiling panels in the kitchen and dining areas, a new roof, one new window, a new water heater, and a new water heater enclosure. |
| 18 | Improvements include a new awning, an extended roof, new stove, AC, furnace, new water heater washer/dryer, sliding glass door, a new toilet and a new sink. |
| 19 | The unit has remodeling in the bathroom and newer tile throughout the home. The water lines have been redone as well. There is wood paneling in the home as well, and that is in average condition. The outside area has lots of mature plants to provide privacy and has a covered porch area. |
| 20 | No improvements indicated |
| 21 | The owner remodeled the interior, put in a new roof, put in a water heater and installed a laundry. There is an 8'x37' addition attached to the home. The carport is used as a porch. Adequacy of insulation is unknown. |
| 22 | Exterior only Inspection |
| 23 | The owner installed wood flooring, painted some interior walls, updated the kitchen and remodeled the bathroom. The carport is unusable due to a tree located in front of it and has been converted to a porch and storage area by installing lathe walls on the sides and placing a storage shed there. |
| 24 | The owner has installed 2-pane windows, 2 window AC units, updated the interior, remodeled the bathroom, installed new flooring, updated the appliances, and installed a new water heater. |
| 25 | No improvements indicated |
| 26 | Improvements include a new metal shed with storage, electricity and plumbing for washer and dryer, a residential style water heater, a new refrigerator, a new stove retrofitted for natural gas, and remodeled bath. |
| 27 | The owner remodeled the interior, put in a new roof, drywall, windows, some new kitchen appliances, a new water heater and a new storage shed. There is an 8'x33.5' addition attached to the home. Adequacy of insulation is unknown. |
| 28 | Exterior only Inspection |

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| 29 | No improvements indicated |
| 30 | Exterior only Inspection |
| 31 | The owner remodeled a bathroom, replaced the floors, some plumbing, roof and water heater. |
| 32 | The owner has installed a new roof, paint, flooring, updated kitchen, added a bathroom, installed new carpet, 2-pane windows, new hot water heater, stove, gas lines, water lines, updated some electrical issues, installed a new addition, installed two window AC units, a new washer/dryer, and some new doors. |
| 33 | The owner has installed new vinyl floor covering, new painted walls, new range/oven, new refrigerator, and a room addition. |
| 34 | Since date of purchase, the owner indicated that he put in carpet 12 years ago, installed a new water heater and water heater enclosure, minor plumbing, installed a new floor and painted the ceiling. |
| 35 | The owner replaced the refrigerator and toilet and painted some interior walls. There is a storage shed beside the home. |
| 36 | Since the date of purchase, the current owner has built an addition, installed a newer refrigerator, stove, washer, hot water heater, toilet, sink and shower, and replaced part of the subfloor. |
| 37 | No improvements indicated |
| 38 | Since the date of purchase, the new owner has installed tile floors, dual pane windows and a shower; removed old carpet and wood floors; installed sheet rock, changed gas lines, repaired the kitchen floor, painted the exterior and provided general maintenance. |
| 39 | No Appraisal |
| 40 | Since the date of purchase, the current owner indicated that they put on a new roof, installed a new water heater, painted and modified the addition. The unit has some dual glazed windows on the addition. |
| 41 | No improvements indicated |
| 42 | No Appraisal |
| 43 | No Appraisal |
| 44 | The unit has received extensive renovation. There are dual pane windows, finished drywall, updated kitchen with granite counter tops and updated cabinets, wood exterior walls, composition shingle roof, newer gas range/oven, updated bathroom with pedestal sink, new toilet, and tile floor and shower. |
| 45 | No File |

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| 46 | The current owner made improvements after the initial purchase totaling \$5,000. The improvements include new flooring, a kitchen remodel including a new refrigerator, new roof over the kitchen area, new bathroom and window blinds. There is also a new dual pane window in the kitchen. |
| 47 | The home has received significant updating including new flooring, dual glazed windows in the addition, awning, water heater, flooring, refrigerator, microwave, new stove, new interior wall, updated shower, rug, and paint in the bedroom, new pipes, new gas line, new doors and new roof. Two light fixtures were replaced by fan/light fixtures. |
| 48 | The floor has been gutted, reinforced with steel and wood and raised. The laminate flooring is a newer improvement. There is also a newer tile floor in bathroom. |
| 49 | No Improvements Indicated |
| 50 | The owner indicated that he has replaced the tires, installed a new hot water heater, serviced the breaks and updated the plumbing connections. He also indicated that he was in process of installing a new roof. The toilet was also upgraded to an Aqua Magic Galaxy toilet. |
| 51 | The home has received significant updating including new floors, windows, and ceiling; updated kitchen; repaired roof and repaired walls; new cabinets and a new toilet. |
| 52 | Exterior only Inspection |
| 53 | Exterior only Inspection |
| 54 | The owner installed new flooring, some new plumbing fixtures, a stove, and he has painted some of the interior walls. |
| 55 | Improvements include a residential style water heater, new carpet, stove, closet, front door and dual pane windows. The list also includes a refrigerator, but it was too wide to fit through the front door so it resides in the metal storage shed adjacent to the unit. |
| 56 | Exterior only Inspection |
| 57 | Exterior only Inspection |
| 58 | It has had some updates with new tile in bathroom and kitchen. It has been updated with proper insulation per home owner's information. |
| 59 | Improvements to the unit included new plumbing and electrical, new flooring, updated kitchen, new roof, new water heater and residential style fixtures. |
| 60 | The owner has added a new roof, addition, range/oven, carpet, refrigerator, hot water heater, plus updates to the bathroom and kitchen. The addition is partially unfinished. |

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| 61 | The owner indicated that they installed a new water heater, carpet and personal AC, and that they had added an additional room, fence, trim, shower head and toilet seat. |
| 62 | According to the owner, improvements included a new roof, new electrical, shower, vinyl, bathroom remodel and a new stove. |
| 63 | According to the owner, the back portion of the original trailer (which was a bedroom) was removed as mandated by the park management. |
| 64 | Since the time of purchase they have added three new rooms, and updated the electrical service; painted and updated the interior; installed wood flooring, a refrigerator and a new water heater. The owner indicated that they spent about \$35,000 but they had no receipts. |
| 65 | Improvements include new flooring, sliding door entry to one of the bedrooms, kitchen cabinet, hood/fan, 2 new interior entry doors to the bedrooms and paint. The owner said it was \$15,000 of improvements. |
| 66 | Improvements include new flooring, paint, stove, residential style water heater with enclosure and a storage unit for which he spent \$3,000. |
| 67 | The owner indicated that she added the storage shed and the deck. |
| 68 | The owner indicated that he has installed a new hot water heater and refrigerator. |
| 69 | The homeowners have completely rebuilt the structure with state approved building plans. The entire unit has been significantly updated with an addition added to the building. Improvements include washer/dryer, refrigerator, stove/oven, hot water heater, electrical and plumbing, new bathroom, wood exterior, 2 pane windows, composition shingle roof, new counter tops, new cabinets, and new sink. |
| 70 | No improvements indicated |
| 71 | The owner replaced the floors, some doors and painted the interior/exterior walls. There is a new window and ceiling fans. |
| 72 | The owner replaced the roof and hot water heater. There was ongoing work in the bathroom with missing floor covering and wall panels. |
| 73 | The owner indicated that they installed tile and wood flooring, new cabinets, new bathroom, new refrigerator, and a hot water heater and dryer; remodeled the front living area; and painted. The cost was \$25,000. |
| 74 | No improvements indicated |
| 75 | No improvements indicated |
| 76 | Improvements include a partial new roof, with ongoing rebuilding of another part |

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| | of it, a new refrigerator, new plumbing and a replacement of the old shed. |
| 77 | The owner said the addition/remodel spending is \$18,000 or so. The unit has a newer water heater, 2-pane windows, range/oven, tile floor, 2 ceiling fans, light fixtures, and laminate flooring in the kitchen. The bathroom has been updated as well. |
| 78 | The owner indicated that they installed new floors, a new range and refrigerator. |
| 79 | The unit has been extensively remodeled with updated kitchen, bathroom, flooring, windows, and interior walls. The owner estimated that they had spent \$25,000. |
| 80 | The owner installed new flooring, a porch, ceiling fans, room AC, shower door and a 12'x21' detached carport. |
| 81 | Skirting, earthquake clamps, gutters and down sprouts, AC, metal storage shed, two landings, and water heater have been added. |
| 82 | The owner remodeled a bathroom, replaced the floors, some doors, plumbing, roof, fence and some appliances. |
| 83 | It has had some updating. It has carpet and vinyl floor covering which is in fair to average condition. The subject has an addition to its original mobilehome which added the amenity of an extra bedroom and additional living room space. The front porch has a metal covered roof. The subject has A/C window units. |
| 84 | No improvements noted |
| 85 | The addition was added after the initial purchase. Other improvements besides the addition include a residential style water heater with stainless enclosure, a substantial roof structure over the entire home, a bathroom and kitchen remodel and a new furnace. |
| 86 | Since the purchase of the unit the owner has replaced the toilet with a real toilet. |
| 87 | Since the home was purchased they have done extensive remodeling. There are dual pane windows, remodeled kitchen and two remodeled bathrooms, 2 ceiling fan fixtures, and skylight. The kitchen has new cabinets and tile countertops. The interior walls are painted, taped and textured drywall. The exterior walls are mostly wood siding. The owner indicated that they spent about \$35,000 remodeling the unit. |
| 88 | Improvements made since the purchase include: roof, drywall, subfloor, remodeled bath, siding, fence, remodeled kitchen, lighting, closet, blinds, stove, tankless water heaters and landscaping. |
| 89 | Since the purchase date, the owner indicated he has built the addition, built the covered porch, replaced the roof, installed new water heater, fan, counter and sink, A/C, tile floors, outdoor washer and dryer, and replaced 10 windows. For a total |

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| | cost of \$30,900. |
| 101 | Since date of purchase, the “pop out” addition was added which include new carport. The toilet has been replaced along with bathroom plumbing, new window in living room, skirting, bedroom floor covering, new door, and living room floor covering. |
| 102 | The owner installed new flooring, some new lighting and wiring, new plumbing fixtures, new kitchen appliances and new interior paint. There is a 9’x20.5’ steel carport attached to the home. Skirting is plywood attached along the bottom of the home. There is a covered porch and storage shed. Adequacy of insulation is unknown. |
| 103 | The owner installed an additional bedroom, remodeled the bathroom and replaced some appliances. There is an 8.5’x26’ addition attached to the home. Skirting is plywood attached along the bottom of the home and is missing in front. There is a covered porch and storage shed. Adequacy of insulation unknown. |
| 104 | Exterior only Inspection |
| 105 | The owner installed a new roof, new flooring, some new lighting and wiring, some new plumbing fixtures, natural gas piping, new water heater and furnace, new kitchen appliances and counter, and new interior paint. There is a 10’x43.5’ steel carport attached to the home and a covered patio and storage shed with laundry facilities. Adequacy of insulation unknown. |
| 106 | Exterior only Inspection |
| 107 | Exterior only Inspection. The owner indicated the attached adjacent structure overhead on side add-on, replaced the heater, painted part of the interior and ceiling. |
| 108 | The owner remodeled the interior, put in a new roof, put in a new water heater and installed a laundry in the carport. There is an 8.5’x48.5’ addition attached to the home. There is a small covered porch and storage/laundry shed. Adequacy of insulation is unknown. |
| 109 | Exterior only Inspection. According to the owner, recent improvements include a new roof, a new water heater and furnace repairs. |
| 110 | The home has been largely remodeled with a newer kitchen, but the owner would not state who remodeled it. |
| 111 | The current owner has replaced the carport pad, built the laundry are with new dryer and washer, installed a new water heater, remodeled two rooms, put a new roof on and added an exterior bathroom that is not accessible from the interior of the improvements. Plumbing, new stove and exterior paint. |
| 112 | Nearly completed remodel on the interior. The kitchen has new cabinets and |

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| | granite countertops. There is also new tile flooring in most of the house and wood flooring in one room of the addition. There is a room AC unit and washer/dryer hookups. There is a newer range/oven, a hood/fan, and a refrigerator. The bathroom has also received nearly a complete remodel including tile shower, tile floor, and updated paint. The addition has painted drywall interior walls. The interior of the unit has been mostly repainted. |
| 113 | The unit has extensive updating and includes remolded bath with tile floor and tile wainscoting. Owner indicated that they have painted the exterior and interior of the house, remodeled one bedroom, installed new windows, new light fixtures, lam wood floor and baseboards, bathroom remodel also includes new toilet, shower, interior paint, new vanity, new mirror and new floor, kitchen has new stove, new cabinets and refrigerator, front entry porch has been replaced and new light fixture installed. A separate laundry shed was built, new water heater. |
| 114 | The floor has been replaced with good quality laminate flooring, replaced the toilet and some other minor repairs. There are two window AC units noted. There is also a new sink noted in the kitchen. |
| 115 | Has upgraded the unit with new painting throughout, interior painting, tile in the bathroom and shower, new toilet, new hot water heater. |

15. Information Concerning Any Handicap, Disability or Special Need of the Resident, Section 9.76.030(d) (5) (vi):

Section 9.76.030 (d) (5) (v) of the Ordinance requires the Park Owner to include in the RIR, “any information available to the park owner concerning any handicap, disability or special need of the **resident**” (Emphasis added). This section of the Ordinance appears duplicative of the information sought in Section 9.76.030 (d) (5) (iii). As stated, *supra*, the Park Owner does not maintain any files or records of any kind which reflect this information. Information regarding any handicap, disability or special need of the residents was requested in the Resident Questionnaires, which contained the following question.

4. Name/Age/Physical and/or Mental Disability/Special Needs of Each Occupant (Resident) of Mobilehome (attach additional pages as needed):

Due to the private and sensitive nature of the information sought in this section of the Ordinance, by agreement with the City of Palo Alto’s City Attorney, Molly Stump, and Senior Assistant City Attorney, Grant Kolling, this information will be provided to the City and therefore the Hearing Officer, in a non-public access document.

16. Cost to Purchase Park, Section 9.76.030(e):

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Section 9.76.030 (e) states that the RIR shall include, “The purchase price paid for the park by the park owner and any amount incurred to make capital improvements to the park.”

In 1986 Toufic Jisser and other investment partners purchased Buena Vista Mobilehome Park for \$4,000,000. In 1999, the other investment partners sold their 50% partnership interest to the Toufic Jisser family for \$6,350,000.³⁵

17. Appraisals of the Park, Section 9.76.030(f) and Offer to Sell Park to Residents, Section 9.76.030(g):

The Ordinance requires that the RIR include, “An appraisal of the park if continued in use as a mobilehome park and an appraisal of the park site if used for the highest and best use permitted by the zoning for the site and any new zoning being requested by the park owner. The appraiser shall be selected by the park owner, subject to the approval of the City, and shall be paid by the park owner.” Attached as Appendix 21 is an appraisal of the park prepared by Smith & Associates which analyzed three scenarios: first, if it continued in use as a mobilehome park, second, if used for the highest and best use permitted by the zoning for the site and third the new zoning being requested by the park owner.

The Park Owner has not offered to sell the Mobilehome Park to the residents.

The Park Owner received a letter dated August 19, 2013 from the Resident’s Association, acting on behalf of the Park residents, offering to purchase the Park for \$14,500,000. See Appendix 51. The Park Owner responded in writing on September 10, 2013 to the Resident’s Association’s attorneys, Melissa Morris and Nadia Aziz, respectfully declining the resident’s offer to purchase the Park. See Appendix 52.

18. Schools:

As the summary of relocation demographics provided by Dave Richman of Autotemp (see Section 11, *supra*) reflects, there are a number of children in the Park who attend school, and it is assumed that the responses contained in the Resident Questionnaires will confirm that the vast majority, if not all, attend Palo Alto *public schools*. The quality of education in the Palo Alto public schools is widely known and recognized.³⁶ In the definition of “comparable housing” in the Ordinance, the City has defined such housing as housing that is, “similar in size, number of bedrooms and amenities to the mobilehome that is being displaced and is located in a community that has similar access to shopping, medical services, recreational facilities and transportation or a comparable mobilehome in a comparable mobilehome park.” It should be

³⁵ In 1999 the Park was valued at \$12,700,000. Per Appendix 21, the Park’s current value as a park is \$14,000,000. In the past 14 years the Park has appreciated \$1,300,000 or approximately 9 percent, less than 1 percent a year.

³⁶ “Palo Alto Unified School District is proud of its reputation as one of the top districts in the United States.”

Source: Palo Alto Unified School District Strategic Plan,
http://www.pausd.org/community/about/strategic_plan.shtml.

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noted that the words “comparable schools” or “access to comparable schools” *do not appear* in the Ordinance. The Applicant submits that while the quality of education at the Palo Alto schools is high, the quality of education at the surrounding communities such as Cupertino, Sunnyvale, Mountain View, and Redwood City is also high and thus housing in those communities which is otherwise “comparable” under the Ordinance’s definition meets the criteria of the Ordinance. Thus the suggestion that the only comparable housing for residents with children attending public school is in Palo Alto, is neither supported by the requirements of the Ordinance, nor by empirical data nor API scores³⁷. The choice of a resident with children who seeks “comparable housing” in Palo Alto because of its schools would be relocation to an apartment, since there are no other mobilehome parks, and as discussed *infra*, comparable housing under the terms of the Ordinance does not include condominiums in Palo Alto.

19. The Purchase Price of Comparable Mobilehomes, Section 9.76.030(h):

The Ordinance requires the RIR to include a discussion of the purchase price of comparable mobilehomes in comparable mobilehome parks. As defined by the Ordinance in Section 9.76.020, subsection (a),

‘Comparable mobilehome’ means a mobilehome that is similar in size, age, condition, number of bedrooms and amenities to a mobilehome that is being displaced by the conversion of a mobilehome park.

As further defined by the Ordinance in Section 9.75.020, subsection (b),

‘Comparable mobilehome park’ means a mobilehome park that is similar in age, condition, size and amenities to the park that is being closed, and is located within a community similar to that in which the park being closed is located, and has similar access to community amenities such as shopping, medical services, recreational facilities and transportation.

“Mobilehomes” at Buena Vista: The “mobilehomes” at Buena Vista Mobilehome Park include a wide array of vehicles and mobilehomes which are classified under the term “mobilehome.” Per the terms of the Ordinance, Section 9.75.020, subsection (f) a mobilehome includes camping trailers, motor homes, slide-in campers and travel trailers if they have been designed for human habitation, and have been used as the occupants’ primary residence for nine continuous months prior to the filing of the conversion application. A review of the appraisal summary data (see Appendix 23) reveals the following aggregate data about the homes in the Park:

³⁷ See Appendix 22

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- ❖ The average age of a home in the Park is 41.8 years, with the oldest being 62 years old and the newest is 2 years old.
- ❖ The average square footage of a home in the Park is 456.
- ❖ The average number of bedrooms is 1.979 or 2.
- ❖ Of the 98 appraised homes in the Park, they can be categorized as follows:
 - i. 30 are mobilehomes as that term is defined in Health & Safety Code Sections 18007 and 18008;
 - ii. 7 are Park Models;
 - iii. 61 are recreational vehicles as that term is defined in Health & Safety Code Section 18010 and trailers, camping trailers, 5th wheelers or truck campers.
- ❖ The average fair market value of a home at Buena Vista is \$18,816.

Buena Vista Mobilehome Park: As discussed in the Introduction section of this RIR, Buena Vista Mobilehome Park is either 87 years old, if you calculate its age from its original founding as an auto camp in 1926, or approximately 60 years old if you calculate its age from when it began to take its present form, in the early 1950's. The Park has 104 mobilehome spaces, 12 studio apartments and 1 single family home on approximately 5 acres, for a density of 24 homes to the acre. The Park has virtually *no amenities* of any kind typically found in a mobilehome park. There is no clubhouse, swimming pool or recreational facilities of any kind, no common areas, play ground, sidewalks or green belt areas. There are showers and a laundry room. The condition of the Park reflects its age and the age of the homes in the park, which are a mixture of travel trailers, RV's, and single wide mobilehomes. The lack of uniformity in sizes of the homes results in irregularly shaped spaces not typical in most mobilehome parks. In a park originally designed and built for mobilehomes, the spaces would be uniform in size with legal setbacks of at least 6 feet between homes. The homes at Buena Vista reflect that some homes had to be structurally modified in order to obtain 6 foot clearance between homes. There are no planted areas or landscaped areas around the mobilehomes; i.e., there is no yard in the mobilehome space. The entire park is paved around each mobilehome. The only exception is the trees which are in the park. The streets are narrow access lanes without curbs or sidewalks. Cars are parked and clustered around the mobilehomes, with many homes having more cars than can be accommodated on the space.

The Park is located on El Camino Real with access to stores and services, such as gas stations, in the immediate vicinity and within walking distance. The closest hospital is Stanford University Hospital which is 4.3 miles away. The Veterans Hospital is 2 miles away. The closest medical offices are the Palo Alto Medical Foundation which is 2.7 miles from the Park. The closest Kaiser Permanente Hospital and associated medical offices are located in Redwood City, 9.8 miles from the Park. The closest urgent care available is at the Urgent Care Center which is 2.6 miles away.

The closest public recreational facility is a park, Robles Park, which is located .6 miles away at 4116 Park Boulevard, between West Meadow and Charleston, and is operated by the City of

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Palo Alto. The closest public transportation is a bus stop located on El Camino across the street from the Park entrance which services VTA bus route 22.

There are no other mobilehome parks in Palo Alto. There are however, 31 mobilehome parks located 10 miles or less from Buena Vista in the cities of Mountain View, Sunnyvale and Redwood City. Of those 31 mobilehome parks, 28 responded to a telephone survey which revealed that of those 28 parks, 5 are senior parks, meaning that they restrict the age of the residents to at least one resident per household age 55 and older. There are 23 “family parks”, meaning a park that accepts persons of all ages, within 10 miles or less from Buena Vista.

Of the 23 family parks within 10 miles or less from Buena Vista, the following are the most comparable in terms of age and size; *none are comparable in terms of amenities and condition*. With the exception of Nick’s Trailer Court in Sunnyvale, all of the other parks in Mountain View, Sunnyvale and Redwood City would be considered “better” parks in terms of condition and amenities.

- ❖ Blue Bonnet Mobilehome Park, 617 E Evelyn Avenue, Sunnyvale 94086
- ❖ Nick’s Trailer Court, 1008 E El Camino Real, Sunnyvale 94087
- ❖ Redwood Mobile Estates, 2053 East Bayshore Rd, Redwood City, CA 94063
- ❖ Sequoia Trailer Park, 730 Barron Ave, Redwood City, CA 94063

In response to the City’ contention (page 7, Appendix 30), that the Park Owner has not provided information on comparable mobilehomes in comparable mobilehome parks, the Park Owner submits the information contained in Appendix 43 regarding sales data for mobilehome parks within a 35 mile radius of Buena Vista. This sales data contains the sales prices of mobilehomes in parks within a 35 mile radius which as explained above, includes parks which are “better” than Buena Vista. The City has stated that it does not understand the Park Owner’s use of the term “better” in describing other parks. The Ordinance provides that a “comparable” park would be one that is similar in size, age, and condition of community amenities including recreational facilities. The Parks listed in Appendix 43 include parks which are considered “5 star” parks because of their condition, location and amenities. These parks are “better” than Buena Vista because they are in superior condition, they have extensive amenities such as pools, spas, playground areas, landscaping, streets, clubhouses, recreational areas and in many cases, park and resident activities. These include parks such as New England Village Mobilehome Community³⁸, Mission Bay Mobilehome Community³⁹, Villa Teresa Mobilehome Community⁴⁰, Cape Cod Village Mobilehome Community⁴¹ and

³⁸ See sales at 29319 Harpoon Bay, 29220 Harpoon Way, 29365 Nantucket Way, 29324 Providence Way

³⁹ See sales at 106 Santa Teresa, 58 Santa Margarita, 505 Santa Ynez, 102 Santa Teresa, 284 Santa Susana, 318 Santa Paula and others in Appendix 43.

⁴⁰ See sales at 864 Villa Teresa

⁴¹ See sales at 1050 Borregas Ave. #132, #185, #183

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Adobe Wells Mobilehome Community⁴². Even when the home prices at these communities are included in the comparable mobilehome data submitted in Appendix 43, the average sales price of a home was \$35,761 and the average space rent was \$775. Buena Vista, because of its age and other conditions described in greater particularity above, would be considered at most, a “1 star” park. Parks which would be considered less luxurious than the parks listed above, or “4 star” parks include Rancho La Mesa in Sunnyvale⁴³, Sahara Village in Mountain View⁴⁴, Willow Glen Mobile Estates in San Jose⁴⁵, River Glen Mobilehome Park in San Jose⁴⁶ and Lamplighter Mobilehome Park in San Jose⁴⁷. These parks would be considered “less luxurious” because of their age, condition, and because they do not necessarily have the same type or quality of amenities as parks such as Adobe Wells Mobilehome Community, or Villa Teresa Mobilehome Community. The average price of a home selling under \$27,000 per Appendix 43 at Rancho La Mesa, Sahara village, Willow Glen, River Glen and Lamplighter was \$23,650 and the average rent was \$811.00 per month.

Discussion regarding data from Appendix 43 in the Amended RIR: In the city’s response to the Amended RIR submitted on July 10, 2013, the city referenced a letter dated August 6, 2013 from the attorney for the residents. Rather than investigating the assertions in the letter to determine whether they were true or not, the city has asked the Owner to confirm or deny the attorney’s conclusions. According to the city, the residents’ attorneys asserted that the mobilehome park sales information listed in Appendix 43 pertained to senior mobilehome parks only. First and foremost, Appendix 43 in the Amended RIR contained comparable mobilehome **sales data** for mobilehome parks within a 35 mile range of Buena Vista. Specifically Appendix 43 showed mobilehome sales that were “active” meaning the home was listed for sale, or “pending” meaning there was a sale pending for the home, or “sold”. This sales data is reflective of actual market conditions and is not within the control of the Park Owner. There were 172 “sales” reflected in Appendix 43. Of those 172, 44 were in “all age” or “family” parks, 99 were in “Senior Parks”⁴⁸ and in 29 of the sales it could not be determined after multiple attempts to reach someone at the Park, whether they were a senior or a family park.⁴⁹ Thus the residents’ attorneys’ contention that the sales data reflected in Appendix 43 relates to senior parks only is patently incorrect, and further could have been confirmed by either the city or the residents’ attorney if they had investigated further. The reality is that there are more senior mobilehome parks in the State of California than “all age” or “family”

⁴² See sales at 1220 Tasman Drive #401

⁴³ Sale at \$21,500 with rent of \$949.00 per month

⁴⁴ Sale at \$24,500 with rent of \$850.00 per month

⁴⁵ Sale at \$17,500 with rent of \$725.00 per month

⁴⁶ Sales at \$26,000 and \$26,500 with rent of \$761.00 and \$685.00 per month respectively

⁴⁷ Sale at \$25,900.00 and rent of \$900 per month

⁴⁸ Senior parks have a minimum age of 55 for at least one occupant of the home.

⁴⁹ The 29 parks were outside of the range of comparable mobilehome parks included in Appendix 25 either because of distance or size of the park, the parks included in Appendix 25 ranged from 1 space up to 210 spaces only. Finally there were some parks included in Appendix 25 which did not respond to frequent requests for information either by telephone or in writing by first class mail.

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parks. This “reality” is outside the control of the Park Owner. Attached to this Second Amended RIR is an updated Appendix 43 which contains mobilehome **sales data** for mobilehomes within a 35 mile radius.

Also included with the Second Amended RIR as Appendix 56 is a list reflecting mobilehome sales data in the surrounding cities of Mountain View, Redwood City, and Sunnyvale.

20. Comparable Condominiums, Section 9.76.030(i):

Section 9.76.030(i) of the Conversion Ordinance states that the RIR shall include the following information, “(i) The cost of comparable housing, including the purchase price of comparable condominiums and comparable mobilehomes in a comparable mobilehome park and the cost of moving into a comparable apartment, including such items as first and last month’s rent, security deposits and higher rent or mortgage payments at the comparable housing.”

While the term “comparable mobilehome” and “comparable mobilehome park” are included in the definitions section of the Ordinance (see Section 9.76.020) the term “comparable condominium” is not defined or included. In the definition of the term “comparable housing” the Ordinance states that it includes housing in an apartment complex or condominium that is similar in size, number of bedrooms and amenities to the mobilehome that is being displaced.

In Section 9.76.040 (g) the Ordinance provides that a hearing officer shall approve the application on the condition that the mitigation measures proposed by the park owner are adequate to mitigate the adverse impacts on the displaced residents and may condition the approval on additional conditions, including but not limited to the following **provided that such conditions do not exceed the reasonable costs of relocation.** ⁵⁰

(2) For Residents whose mobilehome cannot be relocated to a space in comparable park:

- (a) A lump sum based on consideration of the cost of moving to or purchasing or renting **comparable housing**, including but not limited to, the cost of purchasing a **comparable mobilehome** in a **comparable mobilehome park**, the cost of moving personal property from the mobilehome in the closing park to comparable housing, **payment of first and last month’s rent and any security deposit at the comparable housing**, the loss of investment in the mobilehome that cannot be relocated and any remaining loan payments that must be made even though the resident cannot continue to live in the mobilehome.⁵¹

It is the Park Owner’s position that there are no “comparable condominiums” in that any condominium in Palo Alto or the surrounding cities of Sunnyvale, Mountain View or

⁵⁰ Emphasis added

⁵¹ Emphasis added

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Redwood City would not be similar in terms of age, condition, size and amenities as the homes at Buena Vista.⁵²

Further, the average sales price of a condominium in Palo Alto and the surrounding cities of Sunnyvale, Mountain View and Redwood City for the past 12 months is **\$575,867**.⁵³ The average sales price of a condominium in Palo Alto for the past 12 months is **\$881,750**.⁵⁴

The Ordinance in Section 9.76.040 (g) contains the language found in Government Code Section 65863.7 (e) which states that the steps required to mitigate shall not exceed the reasonable cost of relocation. It is the Park Owner's position that the purchase of a condominium, the average cost of which is *30 times* the amount of the average on site value of a home at Buena Vista exceeds the reasonable cost of relocation. The Park Owners are private individuals who have decided they no longer want to operate a mobilehome park, a decision they are entitled to make under California law.⁵⁵ The Park Owner is under no legal obligation to provide replacement housing which exceeds the reasonable cost of relocation. The mitigation assistance offered by the Park Owner will not include the purchase of a condominium for any resident in the Park.

The City's response to the RIR (page 7, Appendix 30) states that the Conversion Application is incomplete because of the Park Owner's failure to include information regarding the cost of comparable condominiums. The Park Owner has attached as Appendix 44 sales data for condominiums within a 35 mile radius of Buena Vista Mobilehome Park. The 35 mile radius is consistent with the 35 mile radius required for mobilehome parks under Section 9.76.030 (j) of the Ordinance. It is the Park Owner's position that first, "comparability" is a term containing several variations as defined in the ordinance, such as similarity in size, number of bedrooms and amenities to the mobilehome that is being displaced. The mobilehomes at Buena Vista vary in terms of size and number of bedrooms. It is the Park Owner's position that while not all communities within a 35 mile radius of the Park have similar access to shopping, medical services, recreational facilities and transportation, there will be some that do afford similar access depending upon that particular resident. Therefore the Park Owner has not attempted to quantify or compare the condominiums which are for sale as reflected in Appendix 43. To do so would be both unduly burdensome and further ignores the reality that when the time for relocation comes, each resident will convey his/her/their preferences to the Housing Relocation Specialist who will then attempt to find them housing *based upon the mitigation assistance package that resident will receive*. Further despite the sales information provided in

⁵² The average age of a home at Buena Vista is 41.8 years old; the average size is 456 square feet and as previously stated in the discussion of the Park *supra* in Section 17, there are no amenities of any kind or nature at Buena Vista. Therefore the amenities present at any condominium complex would exceed that of Buena Vista and therefore not be "similar."

⁵³ Source: <http://www.redfin.com>; See also Appendix 24 attached.

⁵⁴ Source: <http://www.redfin.com>

⁵⁵ Government Code Section 7060.7

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Appendix 43, the Park Owner's position remains the same; the purchase of a condominium for any resident in the Park exceeds the reasonable cost of relocation required under state law and the terms of the Ordinance as discussed above.

City's questions concerning Appendix 44 in the Amended RIR: In Senior Assist City Attorney Grant Kolling's letter of August 8, 2013 to the Park Owner, Mr. Kolling asked, "In regard to Appendix 44, pertaining to the list prices of condominiums in the Bay Area, what is the basis of the information provided? It would appear that only two of the 29 cities included in this matrix are located within close proximity to Palo Alto." In response to the city's apparent request for condominium sales data for cities in close proximity to Palo Alto, the Park Owner is submitting with this Second Amended RIR, an amended Appendix 24 which contains sales data for condominiums in the surrounding cities of East Palo Alto, Mountain View, Redwood City, Redwood Shores, Sunnyvale and Palo Alto. Further the Park Owner is submitting herewith Appendix 57, which reflects condominium sales data within a 35 mile range of the Park. The submission of this additional data in no way vitiates or limits the Park Owner's position that "comparable housing" does not include the purchase of a condominium, regardless of where it is located.

21. List of Comparable Parks, Section 9.76.030(j):

The Ordinance requires the Applicant to include in the RIR:

(j) A list of comparable parks within a thirty-five mile radius and for each such park, the space rents and the qualifications for residency in each park (e.g., age restrictions, no pets); whether the park has any vacant space and will accept homes being relocated; and if so, any restrictions, such as size and age on the relocated homes that would be accepted.

Appendix 25 contains the information requested regarding comparable parks. The information contained in Appendix 25 was gathered first, by calculating what counties were included in the 35-mile radius. The following counties were included in the research to prepare the list of comparable parks (see Appendix 26):

- Santa Clara County
- Santa Cruz County (up to the City of Watsonville)
- San Mateo County
- San Francisco County
- Alameda County
- Contra Costa County⁵⁶

⁵⁶ Although the border of Contra Costa County is within 35 miles of the Park, all of the mobilehome parks in Contra Costa County are located near the Delta, and are not within the 35 mile range.

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For purposes of preparing the list of “comparable parks,” all parks with 1 space up to 210 spaces were surveyed. In some instances, the location of the park surveyed does exceed the 35-mile limit.

The Parks were contacted by telephone at the telephone number listed on the State of California Department of Housing and Community Development (HCD) website, which contains a listing of all mobilehome and RV parks within the state of California. The information, known as the Mobilehome & Special Occupancy (RV) Parks Listing can be found at: <https://ssw1.hcd.ca.gov/Parkslisting/faces/parklist/mp>. The following further information was taken from the HCD website: the name of the park, the physical address and the number of permitted spaces in the park.

The following questions were asked in each telephone interview after an explanation was provided as to why the call was being made; i.e., that information was being gathered at the request of the City of Palo Alto due to a park closure, to be included in an RIR.⁵⁷

- What are your space rents?
- What are your qualifications for residency?⁵⁸
- Are you a senior park or an all age (family) park?⁵⁹
- Do you have any vacant spaces?
- If you have now, or may in the future have vacant spaces, would you accept a home for relocation?
- What, if any, restrictions or conditions would you have regarding a home being relocated, such as the size of the home or the age of the home?
- What is the condition of the Park?
- Do you have access to community amenities such as shopping, medical services, recreational facilities and transportation?

Multiple attempts were made to contact each park. In the “Space Rent” column, if the Park Owner or Manager hung up on the interviewer or refused to respond to the questions, or if the phone number was not accurate, that information is so noted. Of the 221 parks surveyed, the interviewers were unable to contact or get responses from 87 parks.

⁵⁷ Interviews were conducted by Brian Grasser, Attorney at Law and Brenda Magnuson, Paralegal.

⁵⁸ The Ordinance also requires that the list include “qualifications for residency.” The interviewer asked the Park what are the qualifications for residency, and as noted, most replied “standard,” which most probably refers to the standards for reviewing the application of a prospective purchaser in a park set forth in the Mobilehome Residency Law, specifically Civil Code Section 798.74. The “qualifications for residency” would not substantively vary between parks since the standards for review are specifically enumerated in that Civil Code section.

⁵⁹ The Ordinance provides that the list should include information about whether the park accepts pets. Under Civil Code Section 798.33, a provision of the Mobilehome Residency Law, parks are *required* to allow a homeowner to have one pet, thus that question was not asked during the interviews.

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In the City's review of the RIR (page 8, Appendix 30) the City states that the comparable mobilehome park rental information contained in Appendix 25 was incomplete. The Amended Appendix 25 now identifies 217 parks within the 35 mile radius of Buena Vista Mobilehome Park. Of those 217 parks, information is provided for 204 parks. Each of the 217 parks was either contacted by phone, or a representative from the Park Owner's attorney's office drove to the park and gathered the information at the time of the on-site visit. Of the 13 parks for which there is no information available, the reason is that either the Park Owner/Park Manager refused to provide the information (typically hanging up when the questions set forth above were asked), or they would not respond to multiple voice mail messages left requesting a return call. In some instances upon request from the park owner or manager, the questions were submitted in writing via fax or email. When the parks were visited, as the Appendix notes, many times there was no park office and no on-site manager available to speak to. In those cases then the information to respond to certain questions was gathered by physical observation, but questions concerning for example, whether the park would accept homes for relocation could not be answered because no park representative could be found on the property. Appendix 25, as amended, represents a thorough and burdensome effort to provide the information required under the Ordinance.

Further the City's contention (page 8, Appendix 30) that the information contained in Appendix 25 would serve as the functional equivalent of the "Yellow Pages" for the residents ignores the reality of how a resident will likely choose a home to purchase in a mobilehome park. The residents will confer with the Housing Relocation Specialist on an individual basis, and the consultants will provide information about mobilehome parks within that resident's criteria, and physically tour mobilehome parks with the residents in an effort to assist them in choosing an alternate park. The Housing Relocation Specialist will therefore do the "search legwork" for the residents whose preference is to relocate to another mobilehome park. As pointed out in other sections of this amended RIR the selection of alternative housing is a process which will be coordinated between the resident and the Housing Relocation Specialist.

22. Estimate from Mobilehome Mover, Section 9.76.030(k):

The Ordinance requires the Applicant to include in the RIR the following information:

(k) Estimates from two moving companies approved by the City, and qualified to move mobilehomes on public streets and highways. The estimates are for the cost of moving each mobilehome in the park, including the costs of permits, tearing down and setting up the home at the new location; the cost of any upgrades to comply with applicable building, plumbing, electrical and health and safety codes; and the cost of moving any improvements, including but not limited to, patios porches and pop-out rooms.

The information concerning the first mobilehome mover and an estimate of the costs is set forth below.

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Sam Borden's Mobile Home Service⁶⁰

Owner: Sam Borden
2984 Valley Brook Drive
Ceres, CA 95037
Contractor's License #911834
(209) 652-6889

Estimate:

Description:

Break down, transport and set up a "Park Model"⁶¹ mobilehome
Permits to install the Manufactured Home
Unhook and hook back up the utilities
Install existing tow bars

Price:

\$ 4,300.00
\$ 300.00
\$ 550.00
\$ 100.00

Total \$ 5,250.00⁶²

The information concerning a second mobilehome mover and an estimate of the costs is set forth below.

Anderson Trucking
Owner: Dustin Anderson
P.O. Box 462
Livermore, CA 94551
(209) 620-3207
andtruck7@yahoo.com

Estimate:

Description:

"Rough" estimate for the moves of single wide mobilehome from one park to another location within 35 miles. Includes: teardown, transportation, set up, seismic tie downs, removal of skirting, and rental of axels and tires.

Total \$4,870.00⁶³

The City's review of the RIR (Page 9, Appendix 30) states that the City "is ignorant of whether and how the Owner or any resident will arrange for the disposition of any mobilehome at the Park. Will the owner procure or require the residents to obtain the services of a mobilehome

⁶⁰ Sam Borden's Mobile Home Services has moved "older" homes to other parks and re-installed them at parks in Windsor, Sunnyvale and San Jose.

⁶¹ It is believed that the only homes which may be capable of being moved from Buena Vista are the "Park Model" type homes. "Park Model" refers to modular homes built by CAVCO, a manufacturer whose "Park Model" homes are 400 square feet or less. These 6 homes are the newest homes in the Park, and are located in spaces 52, 53, 54, 67 and 81.

⁶² The estimate assumes the home is moved within a 35 mile radius of the Park. See Appendix 27

⁶³ See Appendix 45 for copy of estimate received.

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mover at that time? Or will the vast majority of mobilehomes that are not relocated elsewhere be summarily destroyed and deposited in local landfills?”

In response to the City’s concerns in this regard, as to residents who choose not to relocate their homes to another mobilehome park, the resident will be paid a sum representing the on-site appraised value of the home. As noted in subsequent sections of this Amended RIR the *minimum* to be paid for the home is \$20,000. It is anticipated that for every resident who chooses not to relocate their home to another mobilehome park, they will vacate the Park at the appropriate time, and leave the home at the Park. A bill of sale and other legally required documentation will be prepared by the Park Owner so that formal title to the resident’s home can be transferred to the Park Owner. At that time the Park Owner will contract with a licensed mobilehome mover to have the home removed from the Park and bear the cost of any such removal and/or demolition. In response to the City’s concern regarding the disposition of the homes left behind at the Park, Sam Borden, an experienced mobilehome mover (see above) has stated in response to an email inquiry on this subject that, “Everything is recycled. The metal, aluminum, and wood. The landfill breaks down the home into pieces and recycles. [sic]” If the City has further concerns or questions regarding this process they are welcome to contact Mr. Borden at shb196@pacbell.net.

For residents who choose to relocate their homes to another park, the Housing Relocation Specialist will assist the residents in arranging for one of the 2 mobilehome movers referenced above to move the mobilehome to the new location. As stated, the costs of the moving of the mobilehome will be borne by the Park Owner. For homes that can be relocated there are no issues relating to disposition or any environmental impact relating to their destruction.

23. Apartments:

There are numerous apartment buildings in the City of Palo Alto and the surrounding cities of Sunnyvale, Mountain View, Redwood City, and Belmont. Attached is an amended and updated Appendix 28 which is a partial list of apartments in each of those cities. The schedule reflects current rental rates for studio apartments, 1 bedroom and 2 bedroom apartments.

The City notes in its review of the RIR (Page 7, Appendix 30) that there is no comparable housing information provided for apartments. The Park Owner submits an amended Appendix 28 which contains current apartment listings for the cities of Palo Alto, Sunnyvale, Mountain View and Redwood City/Belmont. The listings contain pictures of the units for rent and a description of the amenities of the apartment complex. The Park Owner notes however that even if all of the apartments featured in the amended Appendix 28 were deemed by the City or hearing officer to be “comparable”; it is unlikely these same apartments will be available to rent at the time the residents choose or are legally required to move from the Park. Because under the City’s Ordinance there are many elements to the definition of the term “comparable,” specifically size, number of bedrooms and amenities to the mobilehome that is

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being displaced”, and because each mobilehome is different, the Park Owner has not attempted to limit or define further comparable apartments. To do so would be both unduly burdensome and further ignores the reality that at the time of relocation, each homeowner will meet with the Housing Relocation Specialist who will then attempt to find the homeowner an apartment based upon the total mitigation assistance package that the resident will receive, and the particular circumstances, financial and otherwise of the resident.

24. Mitigation Assistance, Section 9.76.040(1) and 9.76.040(g)(1) and (2):

Section 9.76.030 (l) of the Ordinance provides that the RIR must include:

- (l) Proposed measures to mitigate the adverse impacts of the park conversion on the residents in the park.

The Ordinance contemplates 2 scenarios for mobilehome owners; the first is that the resident is able to relocate his or her mobilehome to another mobilehome park. The second scenario is the resident cannot relocate his or her home to another mobilehome park. In the second scenario, the mobilehome owner would move to “comparable housing.” The mitigation assistance is detailed below based upon these 2 scenarios.

AMENDED

A. Proposed Mitigation Assistance for Mobilehome Owners Who Can Relocate Their Mobilehomes:

i. **Parameters of Mitigation Measures:** The Ordinance provides, in Section 9.76.040 (g) (1) that in order for the mitigation measures to be found adequate to mitigate the adverse impact on the displaced residents that they must include the following:

- (1) For residents whose mobilehomes can be relocated to a space in a comparable mobilehome park:
 - (a) The cost of physically relocating the mobilehome as defined above within thirty-five miles of the park that is closing.
 - (b) The cost of moving the personal property of the mobilehome.
 - (c) The cost of staying overnight in a motel for the number of nights required to move and set up the mobilehome in the new park.
 - (d) Costs incurred to move into the new park, such as first and last month’s rent and security deposits.
 - (e) For those residents who qualify as low or very low income persons or families, as defined by HUD or are receiving supplemental social security, a

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lump sum based on consideration of the difference between higher rent at the new park for one year and the park that is closing.

- (f) For those residents who are handicapped or disabled, a lump sum based on several considerations. These include the cost of obtaining any assistance necessary to move, such as help with packing or other physical tasks that the resident cannot do without assistance, and monies to offset the cost of replacing any special equipment that cannot be moved and is used because of the resident's disability.

ii. Locating Vacant Spaces:

The Ordinance assumes that some mobilehomes will be relocated to other mobilehome parks. Given the age and condition of the mobilehomes at Buena Vista it is extremely unlikely that many of the homes will be relocated. Exceptions will most likely be the Park Model homes manufactured by CAVCO, the RV's or 5th Wheelers which can either be driven off, or hitched to a truck and driven to a new location. Generally the owners of mobilehome parks with vacancies prefer to have mobilehome dealers place brand new homes in those parks, in an effort to improve the overall appearance and consumer desirability of the park. Homeowners at the Park who can or want to relocate their mobilehomes may find more options for vacant spaces at comparable parks, with comparable rents, at parks outside of Santa Clara County. The designated Housing Specialist will work with individual home owners to assist them in finding vacant spaces at comparable parks.

iii. Costs Relating to the Relocation of the Mobilehome:

As provided under the terms of the Conversion Ordinance, the Applicant will pay for the cost of relocating a displaced home owner's mobilehome to a comparable mobilehome park, within 35 miles of Buena Vista including costs of disassembly, removal, transportation, and reinstallation of the mobilehome and accessories at the new site. In addition the Applicant will pay for the cost of staying overnight in a motel for the number of nights required to move and set up the mobilehome at the new park.

iv. Relocation Assistance:

In the City's letter to the Park Owner of January 2, 2014 (see Appendix 61), Grant Kolling, Senior Asst. City Attorney requested that the Park Owner "provide the parameters and the range of benefits expressed in dollars (e.g.'...not to exceed \$XX,000 through \$YY,000...' or other language) that the owner will commit to provide as a mitigation measure...". In an effort to comply with the City's request, the Park Owner will pay to a resident relocating his or her mobilehome to another park within 35 miles of Buena Vista Mobilehome Park the following:

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1. Moving Costs: The mobilehome owner will be paid the sum of \$990 as the moving costs for personal property per the Uniform Relocation Assistance and Real Property Policies Act of 1970, as amended and published in the Federal Register.⁶⁴
2. Lodging Costs: The mobilehome owner will further be paid the sum of \$288 representing 2 nights at a local motel while the home is removed and moved to the new mobilehome space.⁶⁵ Lodging expenses will be increased if the relocation of the mobilehome to the new park exceeds 2 days.
3. Cost of Moving the Mobilehome: The cost of tearing down, moving and reassembling the mobilehome at the new park is estimated by Sam Borden's Mobilehome Service and Anderson Trucking (See Section 22, page 61 of this RIR) as between \$4,870 and \$5,250 *plus mileage from the park to the new location*.
4. First and Last Month's Rent and Security Deposit: The homeowner will be paid the first and last month's rent at the new mobilehome park plus the security deposit.
5. Rent Subsidy: The homeowner will be paid the difference between the base space rent at Buena Vista Mobilehome Park (average \$685 per month) and a higher base space rent at a new park for a period of 12 months.

The Park Owner provides the spreadsheet below which includes information regarding space rents at mobilehome parks in the following cities surrounding Palo Alto: Redwood City, Sunnyvale, Mountain View, San Jose, and East Palo Alto. As has been noted previously in this RIR, there are no other mobilehome parks in Palo Alto.⁶⁶

⁶⁴ \$990 is an average of the moving cost for a 1 to 4 room home per the Uniform Relocation Assistance and Real Property Policies Act of 1970 as amended and published in the Federal Register. See:

http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm

⁶⁵ The United States General Services Administration publishes per diem lodging rates in California and for the Sunnyvale/Palo Alto/San Jose area the rate is \$144 per night. See: <http://www.gsa.gov/ortal/category/100120>

⁶⁶ The data for the spreadsheet on page 67 was taken from the park survey which is contained in Appendix 25.

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| Mobilehome Space Rent | Redwood City | Sunnyvale | Mountain View | San Jose | East Palo Alto | Average Total |
|-----------------------|--------------|-------------|---------------|-------------|----------------|---------------|
| | \$ 730.00 | \$ 920.00 | \$ 675.00 | \$ 700.00 | \$ 510.00 | |
| | \$ 799.00 | \$ 803.00 | \$ 575.00 | \$ 750.00 | | |
| | \$ 937.50 | \$ 750.00 | \$ 850.00 | \$ 700.00 | | |
| | | | | \$ 500.00 | | |
| | | | | \$ 767.00 | | |
| | | | | \$ 875.00 | | |
| | | | | \$ 612.00 | | |
| | \$2,466.50 | \$ 2,473.00 | \$ 2,100.00 | \$ 4,904.00 | | |
| Average Rent | \$ 822.00 | \$ 824.33 | \$ 700.00 | \$ 700.57 | \$ 510.00 | \$ 711.38 |
| Monthly Subsidy | \$ 137.00 | \$ 139.33 | \$ 15.00 | \$ 15.57 | \$ - | \$ 26.38 |
| 12 Month Subsidy | \$1,644.00 | \$1,671.96 | \$ 180.00 | \$ 186.84 | \$ - | \$ 316.56 |
| Start Up Costs | \$2,466.00 | \$2,472.99 | \$2,100.00 | \$2,101.71 | \$1,530.00 | \$2,134.14 |
| Moving Allowance | \$ 990.00 | \$ 990.00 | \$ 990.00 | \$ 990.00 | \$ 990.00 | \$ 990.00 |
| Total | \$5,100.00 | \$5,134.95 | \$3,270.00 | \$3,278.55 | \$2,520.00 | \$3,467.08 |

Based upon the information contained in the above spreadsheet the **lump sum mitigation assistance** for homeowners relocating their homes to another mobilehome park will be a range from \$3,500.00 to a maximum of \$5,200.00.

Said lump sum mitigation assistance includes:

1. Moving Costs of personal property;
2. "Start Up" costs = first and last month rent and security deposit;
3. 12 month full rental subsidy for the difference between the average space rent at Buena Vista of \$685 per month plus utilities and the new rent at the new mobilehome park.

In addition to the lump sum mitigation assistance a homeowner relocating his or her mobilehome will receive as described above, the Park Owner will pay for lodging for the homeowner while the home is being relocated, estimated at \$288 and the cost of tearing down, moving (within a 35 mile range) and reassembling the mobilehome, which is in the range of \$4,870.00 to \$5,250.00 plus mileage to the new location.

v. Further Assistance for Handicapped or Disabled Residents:

If the mobilehome owner or family members living with him or her, is handicapped or disabled, then a further lump sum based on a case-by-case basis, will be paid by the Park Owner for the cost of obtaining any assistance to move, and to offset the cost of replacing any special equipment that cannot be moved and which equipment is used because of the resident's disability.

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vi. Return of Deposits:

Any mobilehome owner who paid a deposit at the time he or she first rented a space at Buena Vista, whose deposit has not already been returned by the park pursuant to Civil Code Section 798.39 (b) or (c) will be entitled to the return of that deposit at the time their home is relocated from the park.

vii. Relocation Assistance by the Housing Relocation Specialist, Autotemp:

Autotemp has been designated by the City as the Housing Relocation Specialist, and hired by the Applicant, to provide its full range of relocation services to the mobilehome owners as required by the Conversion Ordinance.

viii. Further assistance to very low income persons or families under Section 9.76.040(g)(1).

In the City's response to the Park Owner's Second Amended RIR, (see Exhibit 58, page 5) the City states that the Second Amended RIR, "must be clarified to include very low income persons and families in the discussion...", and it must revise the lump sum of \$11,000 upwards for those who cannot relocate their units, to reflect the rental rates for two and three bedroom homes." The Park Owner has now eliminated the \$11,000 lump sum mitigation benefit and aligned the mitigation assistance benefits directly with the language of the Ordinance, specifically offering to pay in a lump sum the "start up costs" of first and last month's rent and a security deposit, as well as the difference between the base space rent at Buena Vista and the base space rent at the new park to which the home is being relocated. See discussion in subsection iv above and subsection ix below. The Ordinance requires in Section 9.76.040(g)(1), subsection (e) "For those residents who qualify as low or very low income persons or families, as defined by HUD or are receiving supplemental social security, a lump sum based on consideration of the difference between higher rent at the new park for one year and the park that is closing." By offering and agreeing as set forth in sections iv and ix below, a rent subsidy defined as the difference between base space rent at Buena Vista and base space rent at the new mobilehome park to which the home is relocated, the Park is offering to pay to all homeowners whether low income or very low income the above-described rent subsidy. The ordinance does not require *further* monetary assistance for low income or very low income residents. Therefore in response to the city's query in this regard in its letter of October 18, 2013, the Park Owner's response is that it has already provided for low income and very low income persons and families in agreeing to pay the rent subsidy per the terms of the Ordinance

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ix. Summary of Relocation Benefits to Home Owners Relocating Their Homes From Buena Vista:

The following is a summary of the relocation benefits to be paid to any mobilehome owner at Buena Vista who elects to relocate his or her home to another mobilehome park, after approval of the RIR by the Hearing Officer and after the appeal period has passed.

| <i>Relocation and Set Up of Mobilehome</i> | <i>Rent Subsidy⁶⁷ and first and last month's rent and security deposit to be paid in a lump sum</i> | <i>Return of Deposit</i> | <i>Cost of moving personal property and overnight stay at motel</i> | <i>For Handicapped/ Disabled Residents: Lump Sum in consideration of assistance to move and replacement of special equipment</i> |
|--|--|--------------------------|--|--|
| Range of \$4,870 to \$5,250 plus mileage to the new location | Range of \$3,500 to \$5,200 | Variable | \$990 + \$288= \$1,278 (or more depending upon length of motel stay) | Variable - to be determined based upon needs of individual Handicapped/disabled residents. |

B. AMENDED --Mitigation Assistance for Home Owners Who Will Not Relocate Their Mobilehomes:

i. Parameters of Mitigation Measures:

The Ordinance provides, in Section 9.76.040(g) (2) that in order for the mitigation measures to be found adequate to mitigate the adverse impact on the displaced residents that they must include the following:

- (1) For residents whose mobilehomes cannot be relocated to a space in a comparable mobilehome park:
 - (a) A lump sum based on consideration of the cost of moving to and purchasing or renting comparable housing, including, but not limited to: the cost of purchasing a comparable mobilehome in a comparable mobilehome park, the cost of moving personal property from the mobilehome in the closing park to comparable housing, payment of first and last month's rent and security

⁶⁷ A lump sum for a rent subsidy as defined in the Ordinance (see Section 9.76.040 (1) (f)) will be paid to all mobilehome owners, regardless of whether the mobilehome resident who relocates his or her home qualifies as low or very low income persons or families, as defined by HUD or are receiving supplemental social security. The rent subsidy is the difference between the base space rent at Buena Vista and the base space rent at the new park for a period of 12 months. The rent subsidy will be calculated and paid in a lump sum after the homeowner enters into a 12 month rental agreement with the park where the home is to be relocated.

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deposit at the comparable housing, the loss of investment in the mobilehome that cannot be relocated, any remaining loan payments that must be made even though the resident cannot continue to live in the mobilehome.

- (b) If the resident is disabled or handicapped, an additional sum toward the cost of obtaining any assistance needed to enable the resident to move.
- (c) If the residents are low income persons or a low income family as defined by HUD, or are receiving supplemental social security, an additional sum to partially offset any higher rent at the comparable housing during the first year at the new location.

Note: Because of the age and condition of the *vast majority* of mobilehomes and RVs at Buena Vista, they cannot be relocated to other Parks. Therefore the mitigation assistance plan described below is the assistance plan in which most residents will participate.

ii. Payment of Appraised On-Site Value:

All mobilehome owners at Buena Vista will be paid the on-site, fair market appraised value of their Homes per the appraisals of Beccaria & Weber, the designated appraisers. The fair market appraised value of the homes at Buena Vista is reflected in the appraisals which were provided to the City of Palo Alto in hard and soft copy on May 2, 2013. Further each homeowner received a copy of his/her/their appraisal on or about April 13, 2013. The fair market appraised value of each home ranged from a low of \$5,500 to a high of \$45,000. The Park Owner will pay the fair market appraised value of each home as reflected on page 3 of the appraisals. The Park Owner has withdrawn its offer of paying a minimum of \$20,000 for all homes which appraised for less than \$20,000. There is no requirement in the Ordinance for a minimum amount to be paid for each home.

iii. Lump Sum Relocation Assistance:

The mobilehome owner will be offered a lump sum for relocation assistance that will include the costs of moving personal property from the home, the costs incurred to move into new housing, such as first and last month's rent and a security deposit, and a lump sum based on consideration of payment of an amount to *partially offset* any higher rent at the comparable housing during the first year at the new location. In the City's letter to the Park Owner of January 2, 2014 (see Appendix 61), Grant Kolling, Senior Asst. City Attorney requested that the Park Owner "provide the parameters and the range of benefits expressed in dollars (e.g. '...not to exceed \$XX,000 through \$YY,000...' or other language) that the owner will commit to provide as a mitigation measure...".

The following spreadsheet was previously attached as Appendix 60 to the Third Amended Relocation Impact Report at the City's specific request. The Park Owner is now including it as

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part of the RIR in an effort to simplify and clarify the calculation method and source of the range of mitigation assistance offered to Buena Vista homeowners. The spreadsheet reflects average rents for 1, 2 and 3 bedroom apartments in the cities surrounding Palo Alto. The spreadsheet also calculates a rent subsidy, based on an average space rent at Buena Vista Mobilehome Park of \$750 per month plus utilities. It has been and *continues to be* the Park Owner's position that the clear and unequivocal language of the ordinance provides that for residents relocating to apartments, or other forms of rental housing, the rent subsidy is a partial rent subsidy for up to one year. (See Section 9.76.040(g) (2) (c)).

Also included in the spreadsheet below is an average moving cost of \$990 (see discussion in footnote 64, *supra*) which is included, per the terms of the ordinance in the lump sum mitigation assistance to be paid to each homeowner. This is the amount for the moving of each resident's personal property from their mobilehome. "Start up costs" as reflected in the spreadsheet below include the first and last month's rent at the new apartment, and a security deposit calculated as a further 1 month's rent. Therefore the start up costs are equal to three (3) month's rent at the new apartment.

| 1 Bdrm | Palo Alto | Redwood City | Sunnyvale | Mountain View | East Palo Alto | Average Total |
|---------------------|------------------|---------------------|------------------|----------------------|-----------------------|----------------------|
| | \$1,825.00 | \$1,500.00 | \$1,140.00 | \$1,695.00 | \$1,348.00 | |
| | \$2,555.00 | \$2,140.00 | \$1,295.00 | \$1,850.00 | | |
| | \$1,900.00 | \$1,636.00 | \$1,475.00 | \$2,029.00 | | |
| | \$2,535.00 | \$1,875.00 | \$1,500.00 | \$1,924.00 | | |
| | \$2,243.00 | \$1,899.00 | \$1,605.00 | \$1,725.00 | | |
| | \$2,295.00 | \$2,104.00 | \$1,750.00 | \$2,245.00 | | |
| | \$2,425.00 | \$1,968.00 | \$1,900.00 | \$1,881.00 | | |
| | \$2,395.00 | \$2,147.00 | \$1,794.00 | \$2,399.00 | | |
| | \$3,074.00 | \$2,155.00 | \$1,640.00 | \$2,225.00 | | |
| | | \$1,575.00 | \$1,720.00 | \$1,875.00 | | |
| | | | \$1,100.00 | | | |
| Average Rent | \$2,360.78 | \$1,899.90 | \$1,538.09 | \$1,984.80 | \$1,348.00 | \$1,826.31 |
| Monthly Subsidy | \$1,675.00 | \$1,214.00 | \$ 853.00 | \$1,299.00 | \$ 663.00 | \$1,140.80 |
| Partial Monthly 40% | \$ 670.00 | \$ 485.60 | \$ 341.20 | \$ 519.60 | \$ 265.20 | \$ 456.32 |
| 12 month Subsidy | \$20,100.00 | \$14,568.00 | \$10,236.00 | \$15,588.00 | \$ 7,956.00 | \$13,689.60 |
| Partial 12 Month | \$ 8,040.00 | \$ 5,827.20 | \$ 4,094.40 | \$ 6,235.20 | \$ 3,182.40 | \$ 5,475.84 |
| Start Up Costs | \$ 7,082.33 | \$ 5,699.70 | \$ 4,614.27 | \$ 5,954.40 | \$ 4,044.00 | \$ 5,478.94 |
| Moving Allowance | \$ 990.00 | \$ 990.00 | \$ 990.00 | \$ 990.00 | \$ 990.00 | \$ 990.00 |
| Total 100% Subsidy | \$28,172.33 | \$21,257.70 | \$15,840.27 | \$22,532.40 | \$12,990.00 | \$20,158.54 |
| Total 40% Subsidy | \$16,112.33 | \$12,516.90 | \$ 9,698.67 | \$13,179.60 | \$ 8,216.40 | \$11,944.78 |
| | Palo Alto | Redwood City | Sunnyvale | Mountain View | East Palo Alto | Average Total |

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| | | | | | | |
|---------------------|------------------|---------------------|------------------|----------------------|-----------------------|----------------------|
| 2 Bdrm | | | | | | |
| | \$ 2,899.00 | \$ 1,900.00 | \$1,800.00 | \$ 1,995.00 | \$1,877.00 | |
| | \$ 3,630.00 | \$ 2,360.00 | \$1,645.00 | \$ 2,075.00 | | |
| | \$2,300.00 | \$ 2,234.00 | \$1,675.00 | \$ 2,399.00 | | |
| | \$4,905.00 | \$ 2,565.00 | \$1,920.00 | \$ 2,133.00 | | |
| | \$2,713.00 | \$2,430.00 | \$2,257.00 | \$ 2,595.00 | | |
| | \$3,095.00 | \$2,368.00 | \$2,299.00 | \$ 2,745.00 | | |
| | \$3,095.00 | \$2,391.00 | \$2,000.00 | \$ 2,481.00 | | |
| | \$3,495.00 | \$2,645.00 | \$1,920.00 | \$ 2,699.00 | | |
| | | | | \$ 2,455.00 | | |
| | | | | | | |
| Average Rent | \$3,165.22 | \$2,318.67 | \$1,939.50 | \$ 2,524.60 | \$ 1,877.00 | \$ 2,365.00 |
| Monthly Subsidy | \$2,480.00 | \$1,633.00 | \$1,254.00 | \$ 1,839.00 | \$ 1,192.00 | \$ 1,679.60 |
| Partial Monthly 40% | \$ 992.00 | \$ 653.20 | \$ 501.60 | \$ 735.60 | \$ 476.80 | \$ 671.84 |
| 12 month Subsidy | \$29,760.00 | \$19,596.00 | \$15,048.00 | \$22,068.00 | \$14,304.00 | \$20,155.20 |
| Partial 12 Month | \$11,904.00 | \$ 7,838.40 | \$ 6,019.20 | \$ 8,827.20 | \$ 5,721.60 | \$ 8,062.08 |
| Start Up Costs | \$ 9,495.67 | \$ 6,956.00 | \$ 5,818.50 | \$ 7,573.80 | \$ 5,631.00 | \$ 7,094.99 |
| Moving Allowance | \$ 990.00 | \$ 990.00 | \$ 990.00 | \$ 990.00 | \$ 990.00 | \$ 990.00 |
| Total 100% Subsidy | \$40,245.67 | \$ 27,542.00 | \$21,856.50 | \$30,631.80 | \$20,925.00 | \$28,240.19 |
| Total 40% Subsidy | \$22,389.67 | \$15,784.40 | \$12,827.70 | \$17,391.00 | \$12,342.60 | \$16,147.07 |
| 3 Bdrm | Palo Alto | Redwood City | Sunnyvale | Mountain View | East Palo Alto | Average Total |
| | \$4,850.00 | \$ 2,837.00 | \$ 2,310.00 | \$ 2,851.00 | \$ 1,275.00 | |
| | \$ 3,479.00 | \$ 2,889.00 | \$ 2,445.00 | \$ 3,799.00 | \$ 2,295.00 | |
| | \$ 4,291.00 | \$ 2,500.00 | \$ 1,200.00 | \$ 2,960.00 | \$ 2,398.00 | |
| | | \$ 2,625.00 | \$ 2,200.00 | \$ 2,960.00 | | |
| | | \$ 2,895.00 | \$ 2,400.00 | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Average Rent | \$ 4,206.67 | \$ 2,749.20 | \$ 2,111.00 | \$ 3,142.50 | \$ 1,989.33 | \$ 2,839.74 |
| Monthly Subsidy | \$ 3,521.00 | \$ 2,064.00 | \$ 1,426.00 | \$ 2,457.00 | \$ 1,304.00 | \$ 2,154.40 |
| Partial Monthly 40% | \$ 1,408.40 | \$ 825.60 | \$ 570.40 | \$ 982.80 | \$ 521.60 | \$ 861.76 |
| 12 month Subsidy | \$42,252.00 | \$24,768.00 | \$17,112.00 | \$29,484.00 | \$15,648.00 | \$25,852.80 |
| Partial 12 Month | \$16,900.80 | \$ 9,907.20 | \$ 6,844.80 | \$11,793.60 | \$ 6,259.20 | \$10,341.12 |
| Start Up Costs | \$12,620.00 | \$ 8,247.60 | \$ 6,333.00 | \$ 9,427.50 | \$ 5,968.00 | \$ 8,519.22 |
| Moving Allowance | \$ 990.00 | \$ 990.00 | \$ 990.00 | \$ 990.00 | \$ 990.00 | \$ 990.00 |
| Total 100% Subsidy | \$55,862.00 | \$34,005.60 | \$24,435.00 | \$39,901.50 | \$22,606.00 | \$35,362.02 |
| Total 40% Subsidy | \$30,510.80 | \$19,144.80 | \$14,167.80 | \$22,211.10 | \$13,217.20 | \$19,850.34 |

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One Bedroom Apartments:

The **lump sum mitigation assistance** for homeowners moving into a one (1) bedroom apartment will be a **range from \$12,000.00 to a maximum of \$16,200.00.**

Said lump sum mitigation assistance includes:

1. Moving Costs;
2. "Start Up" costs = first and last month's rent and security deposit;
3. 12 month partial rent subsidy for 40% of the difference between the average space rent at Buena Vista of \$685 per month plus utilities and the new rent for a one bedroom apartment.

Two Bedroom Apartments:

The **lump sum mitigation assistance** for homeowners moving into a two (2) bedroom apartment will be a **range from \$16,300.00 to a maximum of \$22,500.00.**

Said lump sum mitigation assistance includes:

1. Moving Costs;
2. "Start Up" costs = first and last month's rent and security deposit;
3. 12 month partial rent subsidy for 40% of the difference between the average space rent at Buena Vista of \$685 per month plus utilities and the new rent for a one bedroom apartment.

Three Bedroom Apartments:

The **lump sum mitigation assistance** for homeowners moving into a three (3) bedroom apartment will be a **range from \$20,000.00 to a maximum of \$30,600.00.**

Said lump sum mitigation assistance includes:

1. Moving Costs;
2. "Start Up" costs = first and last month's rent and security deposit;
3. 12 month partial rent subsidy for 40% of the difference between the average space rent at Buena Vista of \$685 per month plus utilities and the new rent for a one bedroom apartment.

iv. Payment of Lump Sum Mitigation Assistance for two (2) and three (3) bedroom apartments:

The Park Owner reiterates its position as expressed in other portions of this report that lump sum mitigation assistance for homeowners moving into two and three bedroom apartments or other rental housing will only be paid if the home they resided in at the Park contained two or three bedrooms, *as designated by the manufacturer*. The Park Owner should not be required to pay a rent subsidy for someone moving from a one bedroom home into a three bedroom apartment. The Ordinance requires the Park Owner to offer mitigation assistance to allow the homeowner to move into "comparable housing" one element of which is the number of

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bedrooms in the mobilehome that is being displaced. (See Section 9.76.020 (c)). As the Park Owner had discussed in Section 10, pages 31 to 33 of this RIR, there are only 4 homes in the Park in which the manufacturer has designated that two (2) bedrooms. The fact that the residents have illegally created and named an area in their home as a bedroom does *not*, under the terms of the Ordinance, obligate the Park Owner to pay for their rental of a 2 or 3 bedroom apartment if their home at the park contains only 1 bedroom.

v. Lump Sum Mitigation Assistance for Homeowners Buying a Mobilehome in Another Park:

Some homeowners at Buena Vista Mobilehome Park may choose to purchase another mobilehome in another park rather than rent an apartment or other type of rental housing. The spreadsheet below reflects mobilehome rents in the surrounding cities of Redwood City, Sunnyvale, Mountain View, San Jose and East Palo Alto and contains a calculation for a partial rent subsidy, as well as first and last month's rent, security deposit and moving costs of moving personal property, all of which would be included in a lump sum mitigation assistance benefit.

| Mobilehome Space Rent | Redwood City | Sunnyvale | Mountain View | San Jose | East Palo Alto | Average Total |
|------------------------|--------------|------------|---------------|-------------|----------------|---------------|
| | \$ 730.00 | \$ 920.00 | \$ 675.00 | \$ 700.00 | \$ 510.00 | |
| | \$ 799.00 | \$ 803.00 | \$ 575.00 | \$ 750.00 | | |
| | \$ 937.50 | \$ 750.00 | \$ 850.00 | \$ 700.00 | | |
| | | | | \$ 500.00 | | |
| | | | | \$ 767.00 | | |
| | | | | \$ 875.00 | | |
| | | | | \$ 612.00 | | |
| | \$2,466.50 | \$2,473.00 | \$ 2,100.00 | \$ 4,904.00 | | |
| Average Rent | \$ 822.00 | \$ 824.33 | \$ 700.00 | \$ 700.57 | \$ 510.00 | \$ 711.38 |
| Monthly Subsidy | \$ 137.00 | \$ 139.33 | \$ 15.00 | \$ 15.57 | \$ - | \$ 26.38 |
| Monthly Subsidy 40% | \$ 54.80 | \$ 55.73 | \$ 6.00 | \$ 6.22 | \$ - | \$ 10.55 |
| 12 Month Subsidy | \$1,644.00 | \$1,671.96 | \$ 180.00 | \$ 186.84 | \$ - | \$ 316.56 |
| 12 Month Subsidy 40% | \$ 657.60 | \$ 668.78 | \$ 72.00 | \$ 74.73 | \$ - | \$ 126.62 |
| Start Up Costs | \$ 2,466.00 | \$2,472.99 | \$ 2,100.00 | \$ 2,101.71 | \$ 1,530.00 | \$2,134.14 |
| Moving Allowance | \$ 990.00 | \$ 990.00 | \$ 990.00 | \$ 990.00 | \$ 990.00 | \$ 990.00 |
| Total | \$ 5,100.00 | \$5,134.95 | \$ 3,270.00 | \$ 3,278.55 | \$ 2,520.00 | \$3,467.08 |
| Total with 40% Subsidy | \$ 4,113.60 | \$4,187.50 | \$ 3,168.00 | \$ 3,172.66 | \$ 2,520.00 | \$3,261.31 |

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The **lump sum mitigation assistance** for homeowners moving into a mobilehome in another mobilehome park will be a **range from \$3,300.00 to a maximum of \$4,200.**

Said lump sum mitigation assistance includes:

1. Moving Costs;
2. "Start Up" costs = first and last month's rent and security deposit;
3. 12 month partial rent subsidy for 40% of the difference between the average space rent at Buena Vista of \$685 per month plus utilities and the new rent at the new mobilehome park.

vi. **Further Assistance for Handicapped or Disabled Residents:**

If the mobilehome owner is disabled or handicapped, the Park Owner will pay an additional sum toward the cost of obtaining any assistance needed to enable the home owner to move, with the amount to be determined on a case-by-case basis.

vii. **Return of Deposits:**

Any mobilehome owner who paid a deposit at the time he or she first rented a space at Buena Vista, whose deposit has not already been returned by the park pursuant to Civil Code Section 798.39 (b) or (c), will be entitled to the return of that deposit at the time he or she vacates the park.

viii. **Relocation Assistance by the Housing Relocation Specialist, Autotemp:**

Autotemp has been designated by the City as the Housing Relocation Specialist and hired by the Applicant to provide its full range of relocation services to the mobilehome owners as required by the Conversion Ordinance.

ix. **Summary of Relocation Benefits to Home Owners Whose Homes Cannot be Relocated to a Space in a Comparable Park:**

The following is a summary of the relocation benefits to be paid to any mobilehome owner at Buena Vista whose home cannot be relocated to a space in a comparable park. These benefits will be paid after approval of the RIR by the Hearing Officer, and after the appeal period has passed.

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| Purchase of Mobilehome | Return of Deposit | For Handicapped/ Disabled Residents: Additional Sum for cost of obtaining additional assistance | Lump Sum Assistance defined as Rent Subsidy ⁶⁸ and "Startup Costs" i.e., First and Last Month's Rent and Security Deposit and Rent Subsidy ⁶⁹ for 12 months | Costs of Moving Personal Property |
|---|-------------------|---|---|-----------------------------------|
| 100% of In-Place Appraised Value as reflected in the appraisals of the home | Variable | Variable, to be determined based upon needs of individual handicapped/ disabled residents | <p><u>For those moving into 1 bedroom apartments:</u> A range of from \$12,000 to a maximum of \$16,200</p> <p><u>For those moving into 2 bedroom apartments a range from \$16,300 to a maximum of \$22,500.</u></p> <p><u>For those moving into 3 bedroom apartments a range of \$20,000 to a maximum of \$30,600.</u></p> | \$990 ⁷⁰ |

⁶⁸ A rent subsidy will be paid to all mobilehome owners regardless of whether they are low income persons or a low income family, as defined by HUD, or are receiving supplemental social security.

⁶⁹ See discussion at Sub-sections viii *supra* re calculation of rent subsidy.

⁷⁰ \$990 is an average of the moving cost for a 1 to 4 room home per the Uniform Relocation Assistance and Real Property Policies Act of 1970 as amended and published in the Federal Register. See:

http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm

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| | | | | |
|--|--|--|---|--|
| | | | For those purchasing a mobilehome in another mobilehome park a range of \$3,300 to \$4,200. | |
|--|--|--|---|--|

x. Issue of Payment of Rent Subsidy to Homeowners who do not relocate their mobilehomes:

The City and the Park Owner do not agree regarding the language and meaning of certain provisions of the Ordinance concerning the payment of a rent subsidy. The term “rent subsidy” is not defined in the Ordinance. In Section 9.76.040(g) the Ordinance sets forth mitigation measures for the homeowners in 2 categories. Subsection (1) concerns “residents whose mobilehome can be relocated to a comparable space in a comparable park.” Subsection (2) concerns “residents whose mobilehomes cannot be relocated to a space in a comparable park.” Both Subsection (1) and (2) detail specific items of mitigation assistance to be offered to each category of homeowners. As to the issue of a rent subsidy, in all versions of the RIR it has been defined as the difference in rent at Buena Vista and rent at another mobilehome park in the case of a homeowner relocating the home to another park. As to homeowners who are not relocating their homes to another park, the term rent subsidy is defined in prior versions of the RIR as the *partial* difference in rent the rent paid at Buena Vista and the rent the homeowner will pay at an apartment or other mobilehome park (if the resident purchased another mobilehome at another park). Specifically the Ordinance provides in Section 976.040 as follows:

Subsection (1)

For residents whose homes **can** be relocated to a space in a comparable park:

(e) ...a lump sum based on consideration of the difference between higher rent at the new park for one year and the park that is closing.

Subsection (2)

For residents whose mobilehomes **cannot** be relocated to a space in a comparable park:

(c) An additional sum to partially offset any higher rent at the comparable housing during the first year at the new location. (Emphasis supplied)

In Senior Assistant City Attorney Grant Kolling’s letter to the Park Owner of October 18, 2013, he states (Page 5, Appendix 58), “Though the Owner has provided its legal interpretation of ‘partially offset’ as that term is used in PAMC Section 9.76.040(g)(2)(c), the City is not now required to accept it. The City now requires the Owner to submit revised

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amounts that do not reflect any ‘partial offset’ in order to provide for the range of relocation benefits award options to the hearing officer for his deliberation.” In response to this request, the Park Owner submitted the data in **Appendix 60** in the 3rd Amended RIR, which has now been included in the spreadsheet on pages 71 and 72 of this 4th Amended RIR . The Park Owner, although providing the City with the information contained on the spreadsheet on pages 71 and 72 which contains calculations for a full 12 month rent subsidy for one, two and three bedroom apartments in Palo Alto and 4 surrounding cities, does not in any way waive or amend its position that the language of the Ordinance is unequivocal, and does not require the Park Owner to pay a *full* rent subsidy for those homeowners not relocating their mobilehomes to other parks. The Park Owner’s position continues to be that the Ordinance was drafted by the City and the Ordinance itself divides the residents into 2 “sets of residents” (see page 5, Appendix 58) -- those who can relocate their mobilehomes and those who cannot relocate their mobilehomes. It is the Park Owner’s position that it will be the decision of the Hearing Officer, or the City Council (by appeal), or a court of competent jurisdiction whether a partial rent subsidy is required under Section 9.76.040(g) (2) (c) of the Ordinance, and not the City Attorney.

xi. Further assistance to very low income persons or families under Section 9.76.040(g)(2).

In the City’s response to the Park Owner’s Second Amended RIR, (see Exhibit 58, page 5) the city states that the Second Amended RIR, “must be clarified to include very low income persons and families in the discussion..., and it must revise the lump sum of \$11,000 upwards for those who cannot relocate their units, to reflect the rental rates for two and three bedroom homes.” The Park Owner has now eliminated the \$11,000 lump sum mitigation benefit thus aligning directly with the language of the Ordinance, specifically offering to pay in a lump sum the actual “start up costs” of first and last month’s rent and a security deposit, as well as the difference between the space rent at Buena Vista and the rent at a new apartment. (See discussion in subsection ii and subsection iii above.)

The Ordinance, as drafted by the City of Palo Alto treats low income and very low income residents who can relocate their mobilehomes differently from those who cannot. In the mitigation assistance categories that can be paid to residents who can relocate their mobilehomes, the Ordinance provides that they will receive, “a lump sum based on consideration of the difference between higher rent at the new park for one year and the park that is closing.” As to residents who cannot relocate their mobilehomes, the Ordinance provides for “an additional sum to partially offset any higher rent at the new comparable housing during the first year at the new location” for low income persons or a low income family or those receiving supplemental social security” (Emphasis added). Thus the Ordinance does not specifically provide for very low income persons who cannot relocate their mobilehomes.

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By agreeing to offer a rent subsidy for 12 months for those who can relocate their mobilehomes to another park, *and those who cannot relocate their mobilehomes*⁷¹, the Park Owner *has* aligned the mitigation assistance for low income, very low income and those receiving supplemental social security in *both* categories of residents. The Ordinance does not require that the Park Owner offer any further mitigation assistance to very low income residents, and the City's position (page 5, Appendix 57) that the declared purpose of the Ordinance somehow requires the Park Owner to offer further mitigation assistance to very low income residents is without merit. It is not the Park Owner's responsibility to create a further category of mitigation assistance when the City, in drafting the Ordinance, failed to do so.

25. Next Steps:

Under the terms of the Ordinance the Park Owner is required to submit an "Application" defined as the Application to Convert,⁷² the Resident Questionnaires for each affected resident and tenant, and a completed RIR (see Section 9.76.030(a)). Following receipt of the Application which the Park Owner is re-submitting as of **January 9, 2014**, the Ordinance provides:

- (a) An application shall be deemed complete within thirty days unless written notice is given specifying the information that must be supplied to make the application complete.
- (b) A hearing on application shall be set within sixty days of the date the application is completed.
- (c) Thirty days prior to the hearing, the park owner must verify to the City that the residents and legal owners of the mobilehomes in the park have been given the required notice of the application.
- (d) A copy of the RIR must be provided to residents at least thirty days before the hearing.
- (e) At least thirty days mailed notice of the hearing on the application shall be given to each affected resident, tenant, and legal owner.
- (f) The application shall be heard by a qualified hearing officer selected by the City. The park owner shall pay all hearing officer fees.

The Park Owner first submitted the RIR on June 2, 2013. The Park Owner submitted a n Amended RIR on July 10, 2013, a Second (2nd) Amended RIR on September 18, 2013, and a Third (3rd) Amended RIR on December 4, 2013. For the reasons discussed in each of the previously submitted RIRs, the City has either deemed some sections of the RIR to be incomplete or requested further information. In the City's letter to the Park Owner's attorney of January 2, 2014, the City deemed the Application to be "**substantially complete.**" (Emphasis

⁷¹ See discussion re payment of 40% partial rent subsidy in Sub-section viii above.

⁷² Previously filed on November 9, 2012, as amended, see Appendix 29.

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supplied). The Park Owner has met all of the City requirements pursuant to the Ordinance regarding the RIR and firmly believes this Fourth (4th) Amended RIR should be deemed complete by the City. The City should now allow the Hearing Officer, who has already been appointed by the City, to begin his job of reviewing and conducting a hearing regarding the Amended RIR. Per the Ordinance the hearing will take place within 60 days of the completion of the application.⁷³ The Park Owner attempted to meet with the City prior to the submission of the Amended RIR to discuss how best to amend the previously submitted RIR (See Appendix 33). The City declined to meet with the Park Owner (See Appendix 46).

Once the application is deemed complete the Park Owner will distribute copies of the RIR (in English and Spanish)⁷⁴ to the mobilehome residents, and hold meetings with the residents to discuss the RIR and specifically the proposed mitigation assistance, and the timetable for closure of the park.

26. Conclusion:

The Park Owner is well aware of the effect of the announcement regarding the closure of Buena Vista on the residents. The Owner has afforded the residents of the park an opportunity to live in below market rate housing for the past 27 years. If the Park Owner had raised rents in accordance with the minimum limits of the City's rent control Ordinance, the space rents would be on average, \$1,550 plus utilities, instead of the average rent of \$685 plus utilities. The Park Owner has provided affordable housing to the Park residents since the inception of its ownership in 1986. In 2001, at the time the Ordinance was passed, there was discussion with the City that the park's useful life was at most 10 years. Having made the decision 12 years later to retire and close the park, the Park Owner will comply with the terms of both state law and the City's Ordinance, and will fulfill its obligation to pay the reasonable costs of relocation for the mobilehome owners in the Park.

It is the task of the Park Owner, under the terms of the Conversion Ordinance to provide mitigation assistance which will mitigate the adverse impact of the closure, as more particularly set forth in the Ordinance, which does not exceed the reasonable costs of relocation. As stated earlier, the Park Owner is a private individual, not a municipality, a public agency or charitable foundation. The Park Owner has re-submitted an RIR which in all respects complies with the requirements of the Conversion Ordinance. The Application as submitted should be deemed complete by the Planning Department and/or the City Attorney's office; so that the Park Owner can meet with the residents to discuss the mitigation assistance offered and address their questions and concerns. Those meetings will occur after approval of the Application and before the hearing to be held by the Hearing Officer. The

⁷³ Section 9.76.040, subsection (b): "A hearing on application shall be set within sixty days of the date the application is completed.

⁷⁴ Certain appendixes will also be translated into Spanish per the City's request and the Park Owner's voluntary agreement to such request.

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decision of the Hearing Officer will confirm the mitigation assistance to be offered to the residents, and allow the residents to use the services of the housing specialist to locate and move to new and better housing.

The Park Owner now submits this Fourth (4th) Amended RIR responding to the questions raised in the City's letter of January 2, 2014 in which it declared the previously submitted RIR to be substantially complete. All reasonable, good faith attempts have now been made by the Park Owner to respond to the City Staff's concerns as outlined in Senior Assistant City Attorney Grant Kolling's letter of January 2, 2014. As the Park Owner has attempted to point out in previous versions of this RIR, much of the data requested by the City Staff will be outdated by the time it is ever reviewed by either the Hearing Officer or certainly the Park residents, given the City's slow pace of review and comment on any of the earlier submitted versions of the RIR. Further we do not agree with the role the city Staff has played with respect to review of the RIR to date. The city Staff's role is not to find whether the mitigation measures proposed by the Park Owner are adequate to mitigate the adverse impacts on the displaced residents, but rather whether the RIR contains the requested information required under the ordinance. Staff's job is not to advocate for either the Park Owner or the residents, but to determine under the terms of the Ordinance it alone drafted, whether the Park Owner has completed the application by submitting the information required. The Park Owner initially informed the residents of its intention to close the park and convert it to another use in November 2012. The Park Owner submits it does not serve the best interests of the residents or the Park Owner to continue to withhold this matter from the already appointed Hearing Officer. The Park Owner confirms that it is its intention to close the Park and cease operating it as a mobilehome park. No purpose is served in delaying the approval of the RIR -- the delay will *not* alter the Park Owner's intention to close the Park.

If Staff would deem the application complete, a copy of the RIR could be given to the homeowners at Buena Vista and meetings could be held between the Park Owner and those homeowners to discuss the mitigation assistance in the RIR, and more importantly the process of relocation. The comments to the Amended RIR, other than with respect to the Resident Questionnaires were *de minimis* at best and any questions raised by Grant Kolling could have been easily responded to in the context of the hearing before the Hearing Officer

The RIR has now grown to 82 pages and 61 Appendices. Much of the information the city has requested is time sensitive and by the time a resident is actually considering where and in what type of housing to relocate to, will be irrelevant. In our opinion it is time to deem the application complete and allow the residents to have an active role in the closure process, which role will begin with their review of the RIR and participation in the hearing(s) to be conducted by Mr. Labidie.

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Respectfully submitted:

January 9, 2014

MARGARET ECKER NANDA