

**In The Matter Of:**

*In Re: NOMAD VILLAGE MOBILE HOME PARK*

---

*March 02, 2017*

---

*Tri-County Court Reporters*

*420 East Carrillo Street*

*Santa Barbara, California 93101*

*805.963.3900 ~ 877.963.0294*

*Santa Maria/Ventura/Westlake/Los Angeles/Orange County      Networking Throughout U.S.*

Original File Nomad Village Arbitration 03-02-17.txt

**Min-U-Script® with Word Index**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

ARBITRATION PROCEEDINGS UNDER THE SANTA BARBARA COUNTY  
MOBILE HOME RENT CONTROL ORDINANCE

IN RE: NOMAD VILLAGE )  
MOBILE HOME PARK ) HEARING BEFORE  
 )  
 ) STEPHEN BIERSMITH, ESQ.,  
 ) Arbitrator  
 )  
 )  
 )  
 )  
 )

---

TRANSCRIPT OF PROCEEDINGS, taken in the  
above-captioned matter, commencing at 10:04 a.m.,  
Thursday, March 2, 2017, at 123 East Anapamu Street,  
Santa Barbara, California, before Stephen Biersmith,  
Esq., Arbitrator, by ELIZABETH A. MOOY, CSR #11281,  
Certified Shorthand Reporter, in the County of Santa  
Barbara, State of California.

--ooOoo--

1 APPEARANCES OF COUNSEL:

2 For Park Owner and Operator:

3 LAW OFFICE OF JAMES P. BALLANTINE  
4 BY: JAMES P. BALLANTINE, ESQ.  
5 329 East Anapamu Street  
6 Santa Barbara, California 93101  
7 (805) 962-2201  
8 Jpb@ballantinelaw.com

9 For Homeowners:

10 DEBRA HAMRICK  
11 1174 Acadia Place  
12 Ventura, California 93003

13 For County of Santa Barbara:

14 COUNTY OF SANTA BARBARA  
15 REAL PROPERTY DIVISION  
16 BY: MARGO WAGNER, SENIOR HOUSING PROGRAM  
17 SPECIALIST  
18 DON GRADY, REAL PROPERTY DIVISION MANAGER  
19 123 East Anapamu Street  
20 Santa Barbara, California 93101  
21 (805) 568-3529  
22 Dgrady@countyofsb.org

23 I N D E X

24		PAGE
25	Argument and Rebuttal (by Ms. Hamrick)	4, 18
	Argument and Rebuttal (by Mr. Ballantine)	7, 20

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Santa Barbara, California

Thursday, March 2, 2017

10:04 a.m.

--oo0oo--

ARBITRATOR: Good morning, everyone. My name is Stephen Biersmith. I've been asked to serve as the Arbitrator in today's matter, Nomad Village Mobile Homeowners, petitioner, and Nomad Mobile Home Park, respondent.

Will the parties state their appearances for the record, please.

MS. HAMRICK: Debra Hamrick, homeowners' representative.

MR. BALLANTINE: Good morning, your Honor. James Ballantine appearing on behalf of park management.

ARBITRATOR: Thank you. And how we're going to handle today, I have received briefs from both parties. I have read those. So we will have this morning ten minutes apiece for oral argument, and five-minute rebuttal. And then take a break and we'll see where we go from there.

(Interruption by reporter.)

ARBITRATOR: Better?

With that, we will proceed with the remarks from 3

1 the homeowners.

2 MS. HAMRICK: There were no expert witnesses  
3 testifying to the Santa Barbara County Rent Control  
4 Ordinance; admittedly, they had not even read the  
5 ordinance. The expert witnesses presented themselves as  
6 economists, and that claim was disputed over mistakes  
7 found in their calculations. Each County has a unique  
8 ordinance. I doubt that even any of us would consider  
9 ourselves experts even with all these years we've been  
10 studying this.

11 The Santa Barbara ordinance is clear that it  
12 does not favor one party over the other. The County's  
13 findings have defined the requirements of the Arbitrator  
14 this morning. There is no dispute that Santa Barbara  
15 County Ordinance 11A allows passthroughs, if the  
16 temporary rent increases, to capital expenses and capital  
17 improvements and only to those two categories.

18 There's no dispute that Santa Barbara County  
19 Ordinance Chapter 11A does not allow temporary rent  
20 increases for ordinary operating expenses. Management's  
21 attempt to pass through as a temporary rent increase  
22 ordinary operating expenses is simply not allowed, and  
23 the County's findings expressed this.

24 As -- ordinary operating expenses and capital  
25 expenditures are management's expenses, and it goes

1 against both the intent and actual wording of the  
2 ordinance that it would allow all expenses to be passed  
3 through. Based on the County Code language, the finding  
4 regarding amortization must point to the relevance, the  
5 relevant evidence that supports that. First, the costs  
6 to be subject to amortization are for capital  
7 improvements and expenses, as well as the useful life of  
8 each capital improvement and expense.

9           Based on the above, the Arbitrator's conclusion  
10 must amortize the capital expenses over the useful life  
11 of the capital improvement that are part of the temporary  
12 increase. The Internal Revenue Code, the general  
13 accepted accounting procedure, Judge Anderle's ruling,  
14 and the ordinance all classify the items before the  
15 Arbitrator as ordinary operating expenses and therefore  
16 not capital with no useful life.

17           The express requirement for each and every  
18 passthrough item is for the Arbitrator to point to the  
19 relevant evidence that supports the cost to be subject to  
20 amortization or for capital improvement and are permitted  
21 to be passed through by the ordinance, and to point to  
22 the relevant evidence that supports what is useful life  
23 of capital improvements. Legal fees are not for capital  
24 improvement and expenses as permitted to be passed  
25 through by the ordinance. Supplemental property taxes

1 are not for capital improvement. 12-year-old documents  
2 relating to abandoned water and sewage projects of the  
3 prior owner are not capital improvements. A deposit on  
4 an abandoned project which has been returned to  
5 management is not a capital improvement.

6 Revenue Procedure Code 87-56 supports the class  
7 life of property that are necessary to dispute the  
8 depreciation allowances. Revenue Procedure 87-56 is an  
9 exhaustive and assorted list of asset class lives and  
10 constitutes relevant evidence that supports what is the  
11 useful life of the capital improvements and expenses as  
12 required by the County. There are no useful or  
13 determinable lives exceeding one year for any of these  
14 passthrough items.

15 The increase that the Arbitrator allows must  
16 follow the expressed formula found in 11A-5(h), (i),  
17 and 1 through 6. 11A-5(i) specifically states that to  
18 determine the amount of any increase in excess of the  
19 automatic increase, the Arbitrator shall accept 1  
20 through 6. The Arbitrator has a legal obligation and  
21 duty to follow the ordinance with regard to homeowners  
22 and county residents with a legally sound finding and  
23 award. Homeowners find themselves in this revolving  
24 door, that continues to exist, that the Arbitrator's  
25 findings must be supported by the Santa Barbara Rent

1 Control Ordinance as it is written, and that precedent  
2 favoring management and defeating the ordinance designed  
3 to maintain an equal playing field not be allowed.

4 ARBITRATOR: Okay. Go ahead, Mr. Ballantine.

5 MR. BALLANTINE: Thank you, your Honor. I'll be  
6 brief because again we briefed this, I think, fairly  
7 extensively. We submitted our brief and we attached to  
8 that brief excerpts from the record that we thought were  
9 relevant. So let me just make a few overall comments  
10 about today and the homeowners' comments.

11 First of all, as I indicated in the brief, park  
12 management wants to emphasize we're participating in  
13 these proceedings without waiving our rights. We think  
14 the County has egregiously violated the law. We think  
15 that the initial arbitration award issued earlier this  
16 year was perfectly fine and there's no reason to remand  
17 it back beyond -- but nevertheless we're exhausting our  
18 administrative remedies here, and our quarrel is with the  
19 Board, not with your Honor or your Honor's award.

20 Notwithstanding that, and I guess it's one of  
21 those things. You could go back again and again and  
22 again and have more and more findings, and that's what  
23 the Board is demanding. I don't think it's appropriate,  
24 but here we are. So what we've tried to do is present  
25 your Honor some comments specifically referenced in the



1 record because I think that's what we're talking about  
2 here today, and I think what's significant here today  
3 also is the homeowners have not spoken one word about the  
4 record. There's been no reference to the record  
5 whatsoever, with the very exception of the fact that they  
6 dispute their own expert. They say that the experts  
7 didn't know what they were doing, and that, of course,  
8 means their own expert, Dr. Barr. We take issue with  
9 that. Dr. Barr did know what he was doing. And here's  
10 one piece of critical, I think, admission by Dr. Barr  
11 that I think may be worthwhile about remembering here.

12 The other issue that I have, respectfully, with  
13 the homeowners is that they again have tried to reargue  
14 this whole case, including matters that have not been  
15 remanded. There's really four matters before your Honor,  
16 and really only two of any substance. It's Award Numbers  
17 5, 7, 8 and 13. Seven and Eight are really the  
18 substantive ones. Five is the amortization and 13 is  
19 simply the calculation. So let me make a few comments  
20 about each and I really don't have much because I think  
21 it's all in the record.

22 Let me start with Seven and Eight and then go  
23 back to Five because I think it's really informed. Five  
24 is the amortization and it's informed by what are we  
25 amortizing? Seven is professional fees. That was

1 already approved by the Court. The Court said that  
2 substantial evidence supported the finding that those  
3 fees, professional fees, to the extent that they related  
4 to capital expenses or improvements were appropriate, an  
5 appropriate matter to be the basis of a rent increase.

6 We submitted itemization showing about \$50,000  
7 in fees. Your Honor looked at that and said, "I think  
8 that \$25,000 is the appropriate number that's related  
9 specifically to capital items." I think that was  
10 sufficient. The evidence within the record as to what it  
11 was, we've gone through and highlighted Exhibit Q, which  
12 was the itemized statement. It's clearly got numerous  
13 references to capital items relating to the operation of  
14 the park; that was the bulk of what the park expended  
15 resources on in terms of professional dealing with the  
16 County regulators and the other regulators.

17 Exhibit K -- on page 2 of Exhibit K, again, in  
18 evidence, was the summary of that, which -- where we -- I  
19 mean, one of the things about a daily itemization is it  
20 tells you what was done every single day, and that's  
21 useful, and we did that in some detail.

22 Exhibit K is kind of the bird's-eye view, the  
23 summary of what did those tasks really mean, and  
24 Exhibit K, page 2, lays that out, and every one of those  
25 related to infrastructure of the park, through the

1 capital items.

2 We've highlighted again numerous entries in the  
3 actual statements that show hours that far exceed the  
4 \$25,000 that your Honor found was appropriate. It  
5 actually tracks it fairly close. It's more than that,  
6 not a lot more depending on how you look at it, but  
7 certainly more. I think, clearly, your Honor's award was  
8 well supported by Exhibit Q and the entries therein.

9 Second, is the architect and engineering fees.  
10 And again, it's similar in the sense that it relates --  
11 professional fees that relate to capital items, and Judge  
12 Anderle found in his ruling that it's certainly the case  
13 that architecture and engineering fees to the extent that  
14 they relate to capital items in the park are clearly an  
15 expense that can be deemed as a capital expense and it  
16 can be passed through to the homeowners. It can be  
17 passed through in the sense of a rent increase, temporary  
18 amortized rent increase.

19 Those are again summarized in Exhibit J, and I  
20 think that essentially what your Honor found was that the  
21 engineering and the surveying expenses to the extent that  
22 they related to the development of a computerized CAD --  
23 computerized drawings of the park -- was of value, of  
24 value to the current operator for a variety of different  
25 things. It's obviously critical to the landowner and the

1 park owner to have these kinds of drawings to the extent  
2 that they're doing any work related to the park. And, in  
3 fact, they did a variety of different things related to  
4 the park that were talked about at the hearing, and they  
5 were contemplated in the future and will be done in the  
6 future.

7           The itemization in Exhibit J shows \$50,000 spent  
8 on it. Your Honor awarded -- and when I say \$50,000  
9 spent on it, I mean specifically \$50,000 spent on the  
10 surveying and engineering. Your Honor found that some of  
11 the review in the County was essentially stale because it  
12 involved older projects; it goes back in time some, we  
13 recognize that, we understand the Arbitrator's ruling on  
14 that. But clearly, the record clearly supports a \$40,000  
15 award that your Honor gave based upon the Penfield &  
16 Smith engineering and surveying expenses.

17           So those are really the two substantive items  
18 that have been remanded back to your Honor, and I'll note  
19 the numbers that we're talking about here are -- we laid  
20 them out in our final exhibit to the hearing brief, and  
21 they have the itemization, and really what we're talking  
22 about is for the professional fees of \$2.68 a month and  
23 the architect's and engineering fees, \$4.29. That's what  
24 we're talking about here.

25           Now let me talk the amortization because that's

1 important to all of this. Let me start with the items  
2 that the homeowners keep saying again and again and  
3 again. They keep arguing that, "No, no, no, this stuff  
4 is operating expenses." And the problem with their  
5 argument is twofold.

6 First of all, Judge Anderle already found  
7 different. He found that it's appropriate to treat  
8 professional fees, to the degree that they relate to  
9 capital items of the park, as a capital expense for the  
10 purposes of the ordinance for passing through.

11 But secondly, I think what the homeowners  
12 confuse is the concept of a temporary rent increase  
13 versus a permanent rent increase. A temporary rent  
14 increase is one that is just that, it's temporary. It  
15 goes in for a period of time and it goes out for a period  
16 of time.

17 And what Dr. Barr, the homeowner's expert,  
18 agreed was that if you have things, expenses, such as  
19 legal fees, that may be deemed an operating expense, but  
20 their extraordinary purpose for a particular year is  
21 basically an appropriate methodology to treat that as a  
22 temporary expense, to take that number, amortize it over  
23 an appropriate number of years -- in this case, seven  
24 years -- and treat as it as a temporary passthrough.

25 And we have that. That's governing us here

1 today. We have that in the arbitration -- excuse me, in  
2 the order by Judge Anderle on the writ, and I would  
3 invite the Arbitrator's attention. I'm not sure if this  
4 is one point -- I'm not sure if I discussed in much  
5 detail in the arbitration brief. Invite the Arbitrator's  
6 attention to page 29 of Judge Anderle's decision.

7           And in that he's talking about Dr. Barr's  
8 testimony regarding the attorney's fees incurred in the  
9 2011 arbitration proceedings that everyone agreed -- that  
10 is, Dr. St. John and Dr. Barr agreed -- were appropriate  
11 to include as a temporary rent increase item. Dr. Barr  
12 just essentially said his only quarrel was with the  
13 number, not the methodology. And, in fact, the line  
14 quoted on page 29 of the order, or the decision by Judge  
15 Anderle, the question to Dr. Barr is, "Nor do you argue  
16 with the methodology employed here, which is to do it as  
17 a temporary as opposed to a base for a permanent rent  
18 increase," and Dr. Barr says, "Right, that's correct."

19           In other words, he acknowledges, as is well  
20 established in mobile home rent control proceedings, that  
21 things, extraordinary expenses -- call them operating,  
22 call them capital -- but something that's unusual that  
23 the park isn't going to have on an ongoing basis are  
24 appropriately treated as a temporary rent increase. And  
25 the methodology for that is you take the number, whatever

1 that base number is, you divide it up by a number of  
2 years and you include a reasonable interest factor, and  
3 it's a temporary rent increase.

4 And so this idea that a temporary rent increase  
5 always has to relate to capital items is just mistaken.  
6 It's contrary to the evidence. It's contrary to the  
7 homeowners' admission by their expert.

8 So that gets me to Number 5. Award Number 5,  
9 which is the amortization.

10 That's already been approved by the Court.  
11 Judge Anderle found in his decision that substantial  
12 evidence supported the initial arbitration award -- and  
13 I'm talking about the one back in 2011, December of  
14 2011 -- that found that the amortization period of seven  
15 years and the rate of 9 percent was supported by  
16 substantial evidence. I've cited that and I've cited the  
17 record for that. That was Dr. St. John's testimony on  
18 that.

19 Basically -- and what Judge Anderle found was  
20 then various other matters were to be remanded back.  
21 It's possible but not necessary that by reconsidering  
22 various other aspects of the award on remand that a  
23 different number might be indicated. In other words, it  
24 wasn't necessarily set in stone. But he didn't say it  
25 was necessary to come up with a different number.

1           So what park management has presented is the  
2 record, Dr. St. John's testimony, in which he looked at  
3 all of the things in evidence and he said this is an  
4 appropriate -- in his professional judgment, this is an  
5 appropriate period of time and it's an appropriate rate.

6           And again, some of this goes to -- this is maybe  
7 the important item -- some of the remand matters are  
8 Number 7, the professional fees, and Number 8, the  
9 architecture and engineering fees. Well, what's the  
10 useful life of that? So professional fees.

11           Dr. Barr admitted that, as to professional fees,  
12 in the context of the legal fees incurred by park  
13 management, seven years was an appropriate number to  
14 amortize the professional fees incurred by park  
15 management. So we have Dr. St. John's professional  
16 opinion that the amortization periods were appropriate,  
17 and we have support by Dr. Barr indicating for the  
18 purposes of the legal fees for a passthrough that seven  
19 years was appropriate. So there is substantial evidence  
20 for that.

21           The other aspects of the amortization is what is  
22 not before your Honor, which are the capital's item  
23 passthroughs, the \$62,000 that was awarded in the remand  
24 award, and that has been upheld.

25           If you look at those, some of those items relate 15



1 to permits and consulting. Some of them relate to things  
2 like fencing, and some other items. This Exhibit J was  
3 in evidence at the original hearing. Dr. St. John had it  
4 before him. Dr. Barr did as well. It was part of the  
5 record. Dr. St. John said, looking at the totality of  
6 all of the passthroughs, the seven years, 9 percent, was  
7 appropriate, and the homeowners have not come in here  
8 today citing one single thing from the record that says a  
9 different period of time or a different interest rate in  
10 evidence in these proceedings is indicated. So if we're  
11 going on the record, then parking management has cited  
12 the record.

13 And the only other thing that I would say on  
14 that, and I don't think this is indicated now, but if the  
15 homeowners are going to come in here and say that they  
16 quarrel with that number, and somehow the record isn't  
17 sufficient, which they haven't really said because they  
18 haven't cited anything in the record, but park management  
19 would ask for an opportunity to present evidence on the  
20 amortization period of rate. I don't think it's  
21 necessary, but I did previously cite legal authority that  
22 says that the Arbitrator, your Honor, has the discretion  
23 to allow additional evidence. If there's any issue with  
24 this, I don't think it is, but we would ask for the  
25 opportunity to provide that evidence, although I think

1 it's well supported in the record as it stands now  
2 through Dr. St. John's professional opinion.

3 And your Honor is entitled to rely on the  
4 professional opinion of experts and what they say and  
5 what they conclude, and that's what Dr. St. John has  
6 done. And we've provided that.

7 So the final matter that's been remanded to your  
8 Honor is the calculation. And what that was, was  
9 simply -- well, really two things. Number one, to the  
10 degree that these remand proceedings resulted in any  
11 different number than -- well, any different number for  
12 any of the three items remanded, then that would  
13 necessitate a recalculation of the award. It doesn't  
14 mandate that, the Board didn't mandate that; in fact,  
15 they found that substantial evidence supported Item 13 as  
16 the arbitration award stood previously, but the issue was  
17 if something changed, then obviously the calculations  
18 would need to be changed. We don't think there's any  
19 evidence presented by the homeowners that would require a  
20 change. So we have submitted Exhibit 8, or Attachment 8,  
21 to our brief, which is the schedule, and it's based upon  
22 your Honor's findings previously for the numbers, and we  
23 think that would be the -- those are the appropriate  
24 numbers.

25 The Board quarreled with the last arbitration

1 award because there wasn't a schedule attached. We  
2 provided it after the hearing, as we had done before, or  
3 after the award came out, as we had done procedurally  
4 before. I don't think there's any mystery what the  
5 numbers are, but here it is. It's available. We've  
6 submitted it and it's available for your Honor to include  
7 in the award.

8 ARBITRATOR: I apologize. I'm not sure what  
9 happened. I thought I'd sent the attachment -- my error.  
10 Didn't know better until today. So sorry about that.

11 Okay. Rebuttal?

12 Is that --

13 MR. BALLANTINE: That's it. Thank you.

14 ARBITRATOR: Any rebuttal?

15 MS. HAMRICK: You know, Management -- or the  
16 owner of the park, Ken Waterhouse, he has an onsite -- we  
17 have an onsite manager, and also a management company  
18 that is responsible for managing Nomad Village Mobile  
19 Home Park. The fact that they're in Roseville, I think,  
20 makes it a problem for them to travel here to take care  
21 of certain things that Mr. Ballantine is speaking of.

22 So legal fees are an ongoing expense. You can  
23 see, starting in 2008, there's a list of legal fees. But  
24 for legal fees to be considered as a reason for a rent  
25 increase -- or to be considered as a professional fee,

1 which isn't necessarily allowed here anyway -- it's not a  
2 reasonable argument. It's up to management. It's up to  
3 the owner of the park to figure out how to meet with the  
4 County and do all these things. Because they choose to  
5 use an attorney to do so doesn't mean the homeowners need  
6 pay for it, nor does it mean that these are not an  
7 ongoing expense because these go back for as long as you  
8 can see.

9           The other thing that I want to mention is that  
10 when management says, "Small amounts," those small  
11 amounts multiplied by 150 residents, 12 months in a year,  
12 by however many years, they're not small amounts. All  
13 those small amounts add up.

14           And homeowners are -- they have a great  
15 understanding of the difference between temporary and  
16 permanent rent increases. We also understand how they're  
17 required by law to be listed on our rent statements each  
18 year. They're required to be itemized and they're  
19 required to have a beginning and an ending date. None of  
20 this has happened.

21           So these aren't just things that we're not aware  
22 of. And I don't believe that legal fees apply to this.  
23 They don't apply to the ordinance. They don't apply as  
24 professional fees, and they aren't just one-time things  
25 that aren't going to repeat themselves. They go on and

1 on, year after year.

2 ARBITRATOR: Okay. Mr. Ballantine?

3 MR. BALLANTINE: Sure. I'll comment on that,  
4 twofold.

5 Number one, I think the Arbitrator, your Honor,  
6 solved that, the issue regarding legal fees, in basically  
7 saying that we're going to focus solely on capital items.  
8 And as Judge Anderle found, professional fees, be them  
9 architect, be them engineers, be them legal fees, to the  
10 degree that they relate to capital expense items, are  
11 appropriately treated as the capital items. That's  
12 number one.

13 Secondly, the homeowners ignore the fact that  
14 they can't have it both ways. This is a rent control  
15 park. This means that park management can't in other --  
16 like a business in another context would do is they'd  
17 look at what their expenses are and they'd set their  
18 prices in accordance with what's their expenses. The  
19 park owners can't do that. The park owner has to work  
20 within the rent control parameters. They have to be  
21 subjected to these proceedings.

22 Dr. St. John talked about this issue, permanent  
23 versus a temporary rent increase. If you deem something  
24 like an expense for legal fees or other professional fees  
25 to be -- if you don't treat them as a temporary, the

1 basis for a temporary increase, then you treat it as a  
2 basis for a permanent rent increase.

3 Dr. St. John submitted an MNOI analysis that  
4 would be a justification for a rent increase. And he  
5 just testified to that at the hearing and he presented  
6 his analysis as -- I think it was Exhibit E. And what  
7 that shows is he compares the expenses, the ongoing  
8 operating expenses of the park, to justify a rent  
9 increase, and he didn't include the legal fees because it  
10 was treated as a temporary rent increase. If it wasn't  
11 treated as a temporary rent increase, as Dr. St. John  
12 testified, then it would have been treated as a permanent  
13 rent increase. And he put it in his MNOI analysis. What  
14 it essentially would have done is shown that the park  
15 owner would have been entitled to a significant permanent  
16 rent increase that would never go away.

17 So the argument that legal fees is something  
18 that we just take out of the equation because the park  
19 owner incurred them, "Too bad, we can't get them to  
20 ongoing," or something like that, that misses the point.  
21 The park owner can present those as a basis for a rent  
22 increase. The park owner did. Dr. Barr actually agreed  
23 with the methodology as a temporary methodology, a  
24 temporary rent increase, and that's what we did. So it  
25 was well supported by the record.

1           ARBITRATOR: Thank you. Let's go off the record  
2 for a second.

3           (Discussion held off the record.)

4           ARBITRATOR: On the record.

5           So I talked to the court reporter and I have  
6 asked that she provide me with a draft, not the final  
7 transcript, to allow me to move this thing along in quick  
8 order. And for that, I'm going keep this proceeding open  
9 and try to get that done as quickly as I can. Okay?

10          Are there any questions in that regard?

11          MR. BALLANTINE: None in that regard.

12          I was going to make two comments, kind of  
13 procedural comments, if this would help. I would be glad  
14 to submit our closing brief -- or our actually opening  
15 brief -- whatever the brief that we filed, the  
16 pre-hearing arbitration brief before this hearing filed  
17 last week -- in a Word format in case you want to use any  
18 of the content of that. I'd be glad to email that to  
19 everyone.

20          And secondly, I would be glad to also submit the  
21 final attachment. I think I sent everything in one PDF  
22 file. I'd be glad to submit the attachment, the rent  
23 schedule that we're kind of talking about, in either a  
24 PDF or an Excel format if that would be helpful to have  
25 the separate document.

1           ARBITRATOR: Well, I appreciate that. I  
2 actually have one. Somehow didn't get to it yet. So I  
3 have the format already.

4           MR. BALLANTINE: Okay.

5           ARBITRATOR: And -- okay.

6           So I do want to make a note that we did receive  
7 those two briefs and they will be part of the record. So  
8 there's no need for a closing brief?

9           MR. BALLANTINE: I don't think so.

10          ARBITRATOR: I don't think so either. With  
11 that, is there anything else before we suspend the  
12 hearing?

13          MR. BALLANTINE: Would you like me to send our  
14 brief in Word format? Would that be helpful?

15          ARBITRATOR: No, I'm fine. Appreciate that.  
16 Anything else?

17          MS. HAMRICK: (Nods no.)

18          ARBITRATOR: Okay. Thank you. Off the record.

19          (Hearing suspended at 10:30 a.m.)  
20  
21  
22  
23  
24  
25



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

REPORTER'S CERTIFICATE

STATE OF CALIFORNIA            )  
COUNTY OF SANTA BARBARA    )  ss.

I, Elizabeth A. Mooy, CSR NO. 11281, a Certified Shorthand Reporter in and for the County of Santa Barbara, the State of California, do hereby certify:

That said hearing was taken down by me in shorthand at the time and place therein named, and thereafter reduced to typewriting by computer-aided transcription under my direction.

I further certify that I am not interested in the event of the action.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Certified Shorthand Reporter in and for the County of Santa Barbara, State of California

- March 02, 2017  
In Re: NOMAD VILLAGE MOBILE HOME PARK

	<b>allowances (1)</b> 6:8	10,15,18	3:15,16;7:4,5; 18:13,21;20:2,3; 22:11;23:4,9,13	13:21,22
<b>\$</b>	<b>allowed (3)</b> 4:22;7:3;19:1	<b>Arbitrator's (5)</b> 5:9;6:24;11:13; 13:3,5	<b>Barbara (6)</b> 3:1;4:3,11,14,18; 6:25	<b>came (1)</b> 18:3
<b>\$2.68 (1)</b> 11:22	<b>allows (2)</b> 4:15;6:15	<b>architect (2)</b> 10:9;20:9	<b>Barr (12)</b> 8:8,9,10;12:17; 13:10,11,15,18; 15:11,17;16:4;21:22	<b>can (7)</b> 10:15,16,16;18:22; 19:8;21:21;22:9
<b>\$25,000 (2)</b> 9:8;10:4	<b>along (1)</b> 22:7	<b>architect's (1)</b> 11:23	<b>Barr's (1)</b> 13:7	<b>capital (29)</b> 4:16,16,24;5:6,8, 10,11,16,20,23,23; 6:1,3,5,11;9:4,9,13; 10:1,11,14,15;12:9,9; 13:22;14:5;20:7,10, 11
<b>\$4.29 (1)</b> 11:23	<b>although (1)</b> 16:25	<b>architecture (2)</b> 10:13;15:9	<b>base (2)</b> 13:17;14:1	<b>capital's (1)</b> 15:22
<b>\$40,000 (1)</b> 11:14	<b>always (1)</b> 14:5	<b>argue (1)</b> 13:15	<b>Based (4)</b> 5:3,9;11:15;17:21	<b>care (1)</b> 18:20
<b>\$50,000 (4)</b> 9:6;11:7,8,9	<b>amortization (11)</b> 5:4,6,20;8:18,24; 11:25;14:9,14;15:16, 21;16:20	<b>arguing (1)</b> 12:3	<b>basically (3)</b> 12:21;14:19;20:6	<b>case (4)</b> 8:14;10:12;12:23; 22:17
<b>\$62,000 (1)</b> 15:23	<b>amortize (3)</b> 5:10;12:22;15:14	<b>argument (4)</b> 3:20;12:5;19:2; 21:17	<b>basis (5)</b> 9:5;13:23;21:1,2, 21	<b>categories (1)</b> 4:17
<b>A</b>	<b>amortized (1)</b> 10:18	<b>aspects (2)</b> 14:22;15:21	<b>beginning (1)</b> 19:19	<b>certain (1)</b> 18:21
<b>abandoned (2)</b> 6:2,4	<b>amortizing (1)</b> 8:25	<b>asset (1)</b> 6:9	<b>behalf (1)</b> 3:16	<b>certainly (2)</b> 10:7,12
<b>above (1)</b> 5:9	<b>amount (1)</b> 6:18	<b>assorted (1)</b> 6:9	<b>Better (2)</b> 3:24;18:10	<b>change (1)</b> 17:20
<b>accept (1)</b> 6:19	<b>amounts (4)</b> 19:10,11,12,13	<b>attached (2)</b> 7:7;18:1	<b>beyond (1)</b> 7:17	<b>changed (2)</b> 17:17,18
<b>accepted (1)</b> 5:13	<b>analysis (3)</b> 21:3,6,13	<b>Attachment (4)</b> 17:20;18:9;22:21, 22	<b>Biersmith (1)</b> 3:7	<b>Chapter (1)</b> 4:19
<b>accordance (1)</b> 20:18	<b>Anderle (7)</b> 10:12;12:6;13:2, 15;14:11,19;20:8	<b>attempt (1)</b> 4:21	<b>bird's-eye (1)</b> 9:22	<b>choose (1)</b> 19:4
<b>accounting (1)</b> 5:13	<b>Anderle's (2)</b> 5:13;13:6	<b>attention (2)</b> 13:3,6	<b>Board (4)</b> 7:19,23;17:14,25	<b>cite (1)</b> 16:21
<b>acknowledges (1)</b> 13:19	<b>apiece (1)</b> 3:20	<b>attorney (1)</b> 19:5	<b>both (3)</b> 3:18;5:1;20:14	<b>cited (4)</b> 14:16,16;16:11,18
<b>actual (2)</b> 5:1;10:3	<b>apologize (1)</b> 18:8	<b>attorney's (1)</b> 13:8	<b>break (1)</b> 3:21	<b>citing (1)</b> 16:8
<b>actually (4)</b> 10:5;21:22;22:14; 23:2	<b>appearances (1)</b> 3:11	<b>authority (1)</b> 16:21	<b>brief (13)</b> 7:6,7,8,11;11:20; 13:5;17:21;22:14,15, 15,16;23:8,14	<b>claim (1)</b> 4:6
<b>add (1)</b> 19:13	<b>appearing (1)</b> 3:16	<b>automatic (1)</b> 6:19	<b>briefed (1)</b> 7:6	<b>class (2)</b> 6:6,9
<b>additional (1)</b> 16:23	<b>apply (3)</b> 19:22,23,23	<b>available (2)</b> 18:5,6	<b>briefs (2)</b> 3:18;23:7	<b>classify (1)</b> 5:14
<b>administrative (1)</b> 7:18	<b>appreciate (2)</b> 23:1,15	<b>award (15)</b> 6:23;7:15,19;8:16; 10:7;11:15;14:8,12, 22;15:24;17:13,16; 18:1,3,7	<b>bulk (1)</b> 9:14	<b>clear (1)</b> 4:11
<b>admission (2)</b> 8:10;14:7	<b>appropriate (17)</b> 7:23;9:4,5,8;10:4; 12:7,21,23;13:10; 15:4,5,5,13,16,19; 16:7;17:23	<b>awarded (2)</b> 11:8;15:23	<b>business (1)</b> 20:16	<b>clearly (5)</b> 9:12;10:7,14; 11:14,14
<b>admitted (1)</b> 15:11	<b>appropriately (2)</b> 13:24;20:11	<b>aware (1)</b> 19:21	<b>C</b>	<b>close (1)</b> 10:5
<b>admittedly (1)</b> 4:4	<b>approved (2)</b> 9:1;14:10	<b>away (1)</b> 21:16	<b>CAD (1)</b> 10:22	<b>closing (2)</b> 22:14;23:8
<b>again (13)</b> 7:6,21,21,22;8:13; 9:17;10:2,10,19;12:2, 2,3;15:6	<b>arbitration (8)</b> 7:15;13:1,5,9; 14:12;17:16,25; 22:16	<b>B</b>	<b>calculation (2)</b> 8:19;17:8	<b>Code (3)</b> 5:3,12;6:6
<b>against (1)</b> 5:1	<b>ARBITRATOR (23)</b> 3:6,8,17,24;4:13; 5:15,18;6:15,19,20; 7:4,16,22;18:8,14; 20:2,5;22:1,4;23:1,5,	<b>back (8)</b> 7:17,21;8:23; 11:12,18;14:13,20; 19:7	<b>calculations (2)</b> 4:7;17:17	<b>comment (1)</b> 20:3
<b>agreed (4)</b> 12:18;13:9,10; 21:22		<b>bad (1)</b> 21:19	<b>California (1)</b> 3:1	<b>comments (6)</b> 7:9,10,25;8:19; 22:12,13
<b>ahead (1)</b> 7:4		<b>BALLANTINE (12)</b>	<b>call (2)</b>	<b>company (1)</b>
<b>allow (4)</b> 4:19;5:2;16:23; 22:7				

- March 02, 2017  
In Re: NOMAD VILLAGE MOBILE HOME PARK

18:17 <b>compares (1)</b> 21:7 <b>computerized (2)</b> 10:22,23 <b>concept (1)</b> 12:12 <b>conclude (1)</b> 17:5 <b>conclusion (1)</b> 5:9 <b>confuse (1)</b> 12:12 <b>consider (1)</b> 4:8 <b>considered (2)</b> 18:24,25 <b>constitutes (1)</b> 6:10 <b>consulting (1)</b> 16:1 <b>contemplated (1)</b> 11:5 <b>content (1)</b> 22:18 <b>context (2)</b> 15:12;20:16 <b>continues (1)</b> 6:24 <b>contrary (2)</b> 14:6,6 <b>Control (5)</b> 4:3;7:1;13:20; 20:14,20 <b>cost (1)</b> 5:19 <b>costs (1)</b> 5:5 <b>County (11)</b> 4:3,7,15,18;5:3; 6:12,22;7:14;9:16; 11:11;19:4 <b>County's (2)</b> 4:12,23 <b>course (1)</b> 8:7 <b>Court (4)</b> 9:1,1;14:10;22:5 <b>critical (2)</b> 8:10;10:25 <b>current (1)</b> 10:24	<b>Debra (1)</b> 3:13 <b>December (1)</b> 14:13 <b>decision (3)</b> 13:6,14;14:11 <b>deem (1)</b> 20:23 <b>deemed (2)</b> 10:15;12:19 <b>defeating (1)</b> 7:2 <b>defined (1)</b> 4:13 <b>degree (3)</b> 12:8;17:10;20:10 <b>demanding (1)</b> 7:23 <b>depending (1)</b> 10:6 <b>deposit (1)</b> 6:3 <b>depreciation (1)</b> 6:8 <b>designed (1)</b> 7:2 <b>detail (2)</b> 9:21;13:5 <b>determinable (1)</b> 6:13 <b>determine (1)</b> 6:18 <b>development (1)</b> 10:22 <b>difference (1)</b> 19:15 <b>different (9)</b> 10:24;11:3;12:7; 14:23,25;16:9,9; 17:11,11 <b>discretion (1)</b> 16:22 <b>discussed (1)</b> 13:4 <b>Discussion (1)</b> 22:3 <b>dispute (4)</b> 4:14,18;6:7;8:6 <b>disputed (1)</b> 4:6 <b>divide (1)</b> 14:1 <b>document (1)</b> 22:25 <b>documents (1)</b> 6:1 <b>done (7)</b> 9:20;11:5;17:6; 18:2,3;21:14;22:9 <b>door (1)</b> 6:24 <b>doubt (1)</b> 4:8	<b>Dr (24)</b> 8:8,9,10;12:17; 13:7,10,10,11,15,18; 14:17;15:2,11,15,17; 16:3,4,5;17:2,5; 20:22;21:3,11,22 <b>draft (1)</b> 22:6 <b>drawings (2)</b> 10:23;11:1 <b>duty (1)</b> 6:21	23,25;17:15,19 <b>exceed (1)</b> 10:3 <b>exceeding (1)</b> 6:13 <b>Excel (1)</b> 22:24 <b>exception (1)</b> 8:5 <b>excerpts (1)</b> 7:8 <b>excess (1)</b> 6:18 <b>excuse (1)</b> 13:1 <b>exhausting (1)</b> 7:17 <b>exhaustive (1)</b> 6:9 <b>Exhibit (12)</b> 9:11,17,17,22,24; 10:8,19;11:7,20; 16:2;17:20;21:6 <b>exist (1)</b> 6:24 <b>expended (1)</b> 9:14 <b>expenditures (1)</b> 4:25 <b>expense (10)</b> 5:8;10:15,15;12:9, 19,22;18:22;19:7; 20:10,24 <b>expenses (21)</b> 4:16,20,22,24,25; 5:2,7,10,15,24;6:11; 9:4;10:21;11:16; 12:4,18;13:21;20:17, 18;21:7,8 <b>expert (6)</b> 4:2,5;8:6,8;12:17; 14:7 <b>experts (3)</b> 4:9;8:6;17:4 <b>express (1)</b> 5:17 <b>expressed (2)</b> 4:23;6:16 <b>extensively (1)</b> 7:7 <b>extent (4)</b> 9:3;10:13,21;11:1 <b>extraordinary (2)</b> 12:20;13:21	7:6;10:5 <b>far (1)</b> 10:3 <b>favor (1)</b> 4:12 <b>favoring (1)</b> 7:2 <b>fee (1)</b> 18:25 <b>fees (32)</b> 5:23;8:25;9:3,3,7; 10:9,11,13;11:22,23; 12:8,19;13:8;15:8,9, 10,11,12,14,18; 18:22,23,24;19:22, 24;20:6,8,9,24,24; 21:9,17 <b>fencing (1)</b> 16:2 <b>few (2)</b> 7:9;8:19 <b>field (1)</b> 7:3 <b>figure (1)</b> 19:3 <b>file (1)</b> 22:22 <b>filed (2)</b> 22:15,16 <b>final (4)</b> 11:20;17:7;22:6,21 <b>find (1)</b> 6:23 <b>finding (3)</b> 5:3;6:22;9:2 <b>findings (5)</b> 4:13,23;6:25;7:22; 17:22 <b>fine (2)</b> 7:16;23:15 <b>First (3)</b> 5:5;7:11;12:6 <b>Five (3)</b> 8:18,23,23 <b>five-minute (1)</b> 3:20 <b>focus (1)</b> 20:7 <b>follow (2)</b> 6:16,21 <b>format (4)</b> 22:17,24;23:3,14 <b>formula (1)</b> 6:16 <b>found (13)</b> 4:7;6:16;10:4,12, 20;11:10;12:6,7; 14:11,14,19;17:15; 20:8 <b>four (1)</b> 8:15 <b>future (2)</b> 11:5,6
<b>D</b>		<b>E</b>		
<b>daily (1)</b> 9:19 <b>date (1)</b> 19:19 <b>day (1)</b> 9:20 <b>dealing (1)</b> 9:15		<b>earlier (1)</b> 7:15 <b>economists (1)</b> 4:6 <b>egregiously (1)</b> 7:14 <b>Eight (2)</b> 8:17,22 <b>either (2)</b> 22:23;23:10 <b>else (2)</b> 23:11,16 <b>email (1)</b> 22:18 <b>emphasize (1)</b> 7:12 <b>employed (1)</b> 13:16 <b>ending (1)</b> 19:19 <b>engineering (7)</b> 10:9,13,21;11:10, 16,23;15:9 <b>engineers (1)</b> 20:9 <b>entitled (2)</b> 17:3;21:15 <b>entries (2)</b> 10:2,8 <b>equal (1)</b> 7:3 <b>equation (1)</b> 21:18 <b>error (1)</b> 18:9 <b>essentially (4)</b> 10:20;11:11;13:12; 21:14 <b>established (1)</b> 13:20 <b>even (3)</b> 4:4,8,9 <b>everyone (3)</b> 3:6;13:9;22:19 <b>evidence (19)</b> 5:5,19,22;6:10;9:2, 10,18;14:6,12,16; 15:3,19;16:3,10,19,	<b>fact (6)</b> 8:5;11:3;13:13; 17:14;18:19;20:13 <b>factor (1)</b> 14:2 <b>fairly (2)</b>	
		<b>F</b>		

- March 02, 2017  
In Re: NOMAD VILLAGE MOBILE HOME PARK

	7:19;10:7;17:22	5:18;13:11;15:7, 22;17:15	<b>legally (1)</b> 6:22	19:9
<b>G</b>	<b>hours (1)</b> 10:3	<b>itemization (4)</b> 9:6,19;11:7,21	<b>life (7)</b> 5:7,10,16,22;6:7, 11;15:10	<b>methodology (6)</b> 12:21;13:13,16,25; 21:23,23
<b>gave (1)</b> 11:15	<b>I</b>	<b>itemized (2)</b> 9:12;19:18	<b>line (1)</b> 13:13	<b>might (1)</b> 14:23
<b>general (1)</b> 5:12	<b>idea (1)</b> 14:4	<b>items (17)</b> 5:14;6:14;9:9,13; 10:1,11,14;11:17; 12:1,9;14:5;15:25; 16:2;17:12;20:7,10, 11	<b>list (2)</b> 6:9;18:23	<b>minutes (1)</b> 3:20
<b>gets (1)</b> 14:8	<b>ignore (1)</b> 20:13		<b>listed (1)</b> 19:17	<b>misses (1)</b> 21:20
<b>glad (4)</b> 22:13,18,20,22	<b>important (2)</b> 12:1;15:7	<b>J</b>	<b>lives (2)</b> 6:9,13	<b>mistaken (1)</b> 14:5
<b>goes (5)</b> 4:25;11:12;12:15, 15;15:6	<b>improvement (6)</b> 5:8,11,20,24;6:1,5	<b>James (1)</b> 3:16	<b>long (1)</b> 19:7	<b>mistakes (1)</b> 4:6
<b>Good (2)</b> 3:6,15	<b>improvements (6)</b> 4:17;5:7,23;6:3,11; 9:4	<b>John (7)</b> 13:10;16:3,5;17:5; 20:22;21:3,11	<b>look (3)</b> 10:6;15:25;20:17	<b>MNOI (2)</b> 21:3,13
<b>governing (1)</b> 12:25	<b>include (4)</b> 13:11;14:2;18:6; 21:9	<b>John's (4)</b> 14:17;15:2,15;17:2	<b>looked (2)</b> 9:7;15:2	<b>Mobile (4)</b> 3:8,9;13:20;18:18
<b>great (1)</b> 19:14	<b>including (1)</b> 8:14	<b>Judge (9)</b> 5:13;10:11;12:6; 13:2,6,14;14:11,19; 20:8	<b>looking (1)</b> 16:5	<b>month (1)</b> 11:22
<b>guess (1)</b> 7:20	<b>increase (28)</b> 4:21;5:12;6:15,18, 19;9:5;10:17,18; 12:12,13,14;13:11, 18,24;14:3,4;18:25; 20:23;21:1,2,4,9,10, 11,13,16,22,24	<b>judgment (1)</b> 15:4	<b>lot (1)</b> 10:6	<b>months (1)</b> 19:11
<b>H</b>	<b>increases (3)</b> 4:16,20;19:16	<b>justification (1)</b> 21:4	<b>M</b>	<b>more (5)</b> 7:22,22;10:5,6,7
<b>Hamrick (5)</b> 3:13,13;4:2;18:15; 23:17	<b>incurred (4)</b> 13:8;15:12,14; 21:19	<b>justify (1)</b> 21:8	<b>maintain (1)</b> 7:3	<b>morning (4)</b> 3:6,15,19;4:14
<b>handle (1)</b> 3:18	<b>indicated (4)</b> 7:11;14:23;16:10, 14	<b>K</b>	<b>makes (1)</b> 18:20	<b>move (1)</b> 22:7
<b>happened (2)</b> 18:9;19:20	<b>indicating (1)</b> 15:17	<b>keep (3)</b> 12:2,3;22:8	<b>management (14)</b> 3:16;6:5;7:2,12; 15:1,13,15;16:11,18; 18:15,17;19:2,10; 20:15	<b>much (2)</b> 8:20;13:4
<b>hearing (8)</b> 11:4,20;16:3;18:2; 21:5;22:16;23:12,19	<b>informed (2)</b> 8:23,24	<b>Ken (1)</b> 18:16	<b>Management's (2)</b> 4:20,25	<b>multiplied (1)</b> 19:11
<b>held (1)</b> 22:3	<b>infrastructure (1)</b> 9:25	<b>kind (3)</b> 9:22;22:12,23	<b>manager (1)</b> 18:17	<b>must (4)</b> 5:4,10;6:15,25
<b>help (1)</b> 22:13	<b>initial (2)</b> 7:15;14:12	<b>kinds (1)</b> 11:1	<b>managing (1)</b> 18:18	<b>mystery (1)</b> 18:4
<b>helpful (2)</b> 22:24;23:14	<b>intent (1)</b> 5:1	<b>L</b>	<b>mandate (2)</b> 17:14,14	<b>N</b>
<b>here's (1)</b> 8:9	<b>interest (2)</b> 14:2;16:9	<b>laid (1)</b> 11:19	<b>many (1)</b> 19:12	<b>name (1)</b> 3:6
<b>highlighted (2)</b> 9:11;10:2	<b>Internal (1)</b> 5:12	<b>landowner (1)</b> 10:25	<b>March (1)</b> 3:2	<b>necessarily (2)</b> 14:24;19:1
<b>Home (3)</b> 3:9;13:20;18:19	<b>Interruption (1)</b> 3:23	<b>language (1)</b> 5:3	<b>matter (3)</b> 3:8;9:5;17:7	<b>necessary (4)</b> 6:7;14:21,25;16:21
<b>Homeowners (15)</b> 3:9;4:1;6:21,23; 8:3,13;10:16;12:2, 11;16:7,15;17:19; 19:5,14;20:13	<b>invite (2)</b> 13:3,5	<b>last (2)</b> 17:25;22:17	<b>matters (4)</b> 8:14,15;14:20;15:7	<b>nessessitate (1)</b> 17:13
<b>homeowners' (3)</b> 3:13;7:10;14:7	<b>involved (1)</b> 11:12	<b>law (2)</b> 7:14;19:17	<b>may (2)</b> 8:11;12:19	<b>need (3)</b> 17:18;19:5;23:8
<b>homeowner's (1)</b> 12:17	<b>issue (6)</b> 8:8,12;16:23; 17:16;20:6,22	<b>lays (1)</b> 9:24	<b>maybe (1)</b> 15:6	<b>nevertheless (1)</b> 7:17
<b>Honor (18)</b> 3:15;7:5,19,25; 8:15;9:7;10:4,20; 11:8,10,15,18;15:22; 16:22;17:3,8;18:6; 20:5	<b>issued (1)</b> 7:15	<b>Legal (15)</b> 5:23;6:20;12:19; 15:12,18;16:21; 18:22,23,24;19:22; 20:6,9,24;21:9,17	<b>mean (5)</b> 9:19,23;11:9;19:5, 6	<b>Nods (1)</b> 23:17
<b>Honor's (3)</b>	<b>item (5)</b>		<b>means (2)</b> 8:8;20:15	<b>Nomad (3)</b> 3:8,9;18:18
			<b>meet (1)</b> 19:3	<b>None (2)</b> 19:19;22:11
			<b>mention (1)</b>	<b>Nor (2)</b> 13:15;19:6
				<b>note (2)</b> 11:18;23:6
				<b>Notwithstanding (1)</b> 7:20

- March 02, 2017  
In Re: NOMAD VILLAGE MOBILE HOME PARK

<p><b>number (20)</b> 9:8;12:22,23; 13:13,25;14:1,1,8,8, 23,25;15:8,8,13; 16:16;17:9,11,11; 20:5,12 <b>Numbers (5)</b> 8:16;11:19;17:22, 24;18:5 <b>numerous (2)</b> 9:12;10:2</p>	<p><b>Ordinance (15)</b> 4:4,5,8,11,15,19; 5:2,14,21,25;6:21; 7:1,2;12:10;19:23 <b>ordinary (4)</b> 4:20,22,24;5:15 <b>original (1)</b> 16:3 <b>ourselves (1)</b> 4:9 <b>out (6)</b> 9:24;11:20;12:15; 18:3;19:3;21:18</p>	<p>19:6 <b>PDF (2)</b> 22:21,24 <b>Penfield (1)</b> 11:15 <b>percent (2)</b> 14:15;16:6 <b>perfectly (1)</b> 7:16 <b>period (6)</b> 12:15,15;14:14; 15:5;16:9,20 <b>periods (1)</b> 15:16 <b>permanent (7)</b> 12:13;13:17;19:16; 20:22;21:2,12,15 <b>permits (1)</b> 16:1 <b>permitted (2)</b> 5:20,24 <b>petitioner (1)</b> 3:9 <b>piece (1)</b> 8:10 <b>playing (1)</b> 7:3 <b>please (1)</b> 3:12 <b>point (5)</b> 5:4,18,21;13:4; 21:20 <b>possible (1)</b> 14:21 <b>precedent (1)</b> 7:1 <b>pre-hearing (1)</b> 22:16 <b>present (3)</b> 7:24;16:19;21:21 <b>presented (4)</b> 4:5;15:1;17:19; 21:5 <b>previously (3)</b> 16:21;17:16,22 <b>prices (1)</b> 20:18 <b>prior (1)</b> 6:3 <b>problem (2)</b> 12:4;18:20 <b>procedural (1)</b> 22:13 <b>procedurally (1)</b> 18:3 <b>procedure (3)</b> 5:13;6:6,8 <b>proceed (1)</b> 3:25 <b>proceeding (1)</b> 22:8 <b>proceedings (6)</b> 7:13;13:9,20;</p>	<p>16:10;17:10;20:21 <b>professional (18)</b> 8:25;9:3,15;10:11; 11:22;12:8;15:4,8,10, 11,14,15;17:2,4; 18:25;19:24;20:8,24 <b>project (1)</b> 6:4 <b>projects (2)</b> 6:2;11:12 <b>property (2)</b> 5:25;6:7 <b>provide (2)</b> 16:25;22:6 <b>provided (2)</b> 17:6;18:2 <b>purpose (1)</b> 12:20 <b>purposes (2)</b> 12:10;15:18 <b>put (1)</b> 21:13</p>	<p>14:21 <b>record (23)</b> 3:12;7:8;8:1,4,4, 21;9:10;11:14;14:17; 15:2;16:5,8,11,12,16, 18;17:1;21:25;22:1, 3,4;23:7,18 <b>reference (1)</b> 8:4 <b>referenced (1)</b> 7:25 <b>references (1)</b> 9:13 <b>regard (3)</b> 6:21;22:10,11 <b>regarding (3)</b> 5:4;13:8;20:6 <b>regulators (2)</b> 9:16,16 <b>relate (7)</b> 10:11,14;12:8; 14:5;15:25;16:1; 20:10 <b>related (6)</b> 9:3,8,25;10:22; 11:2,3 <b>relates (1)</b> 10:10 <b>relating (2)</b> 6:2;9:13 <b>relevance (1)</b> 5:4 <b>relevant (5)</b> 5:5,19,22;6:10;7:9 <b>rely (1)</b> 17:3 <b>remand (5)</b> 7:16;14:22;15:7, 23;17:10 <b>remanded (5)</b> 8:15;11:18;14:20; 17:7,12 <b>remarks (1)</b> 3:25 <b>remedies (1)</b> 7:18 <b>remembering (1)</b> 8:11 <b>Rent (33)</b> 4:3,16,19,21;6:25; 9:5;10:17,18;12:12, 13,13;13:11,17,20, 24;14:3,4;18:24; 19:16,17;20:14,20, 23;21:2,4,8,10,11,13, 16,21,24;22:22 <b>repeat (1)</b> 19:25 <b>reporter (2)</b> 3:23;22:5 <b>representative (1)</b> 3:14 <b>require (1)</b></p>
<p align="center"><b>O</b></p>	<p><b>over (4)</b> 4:6,12;5:10;12:22 <b>overall (1)</b> 7:9 <b>own (2)</b> 8:6,8 <b>owner (9)</b> 6:3;11:1;18:16; 19:3;20:19;21:15,19, 21,22 <b>owners (1)</b> 20:19</p>	<p><b>period (6)</b> 12:15,15;14:14; 15:5;16:9,20 <b>periods (1)</b> 15:16 <b>permanent (7)</b> 12:13;13:17;19:16; 20:22;21:2,12,15 <b>permits (1)</b> 16:1 <b>permitted (2)</b> 5:20,24 <b>petitioner (1)</b> 3:9 <b>piece (1)</b> 8:10 <b>playing (1)</b> 7:3 <b>please (1)</b> 3:12 <b>point (5)</b> 5:4,18,21;13:4; 21:20 <b>possible (1)</b> 14:21 <b>precedent (1)</b> 7:1 <b>pre-hearing (1)</b> 22:16 <b>present (3)</b> 7:24;16:19;21:21 <b>presented (4)</b> 4:5;15:1;17:19; 21:5 <b>previously (3)</b> 16:21;17:16,22 <b>prices (1)</b> 20:18 <b>prior (1)</b> 6:3 <b>problem (2)</b> 12:4;18:20 <b>procedural (1)</b> 22:13 <b>procedurally (1)</b> 18:3 <b>procedure (3)</b> 5:13;6:6,8 <b>proceed (1)</b> 3:25 <b>proceeding (1)</b> 22:8 <b>proceedings (6)</b> 7:13;13:9,20;</p>	<p><b>project (1)</b> 6:4 <b>projects (2)</b> 6:2;11:12 <b>property (2)</b> 5:25;6:7 <b>provide (2)</b> 16:25;22:6 <b>provided (2)</b> 17:6;18:2 <b>purpose (1)</b> 12:20 <b>purposes (2)</b> 12:10;15:18 <b>put (1)</b> 21:13</p>	<p><b>reference (1)</b> 8:4 <b>referenced (1)</b> 7:25 <b>references (1)</b> 9:13 <b>regard (3)</b> 6:21;22:10,11 <b>regarding (3)</b> 5:4;13:8;20:6 <b>regulators (2)</b> 9:16,16 <b>relate (7)</b> 10:11,14;12:8; 14:5;15:25;16:1; 20:10 <b>related (6)</b> 9:3,8,25;10:22; 11:2,3 <b>relates (1)</b> 10:10 <b>relating (2)</b> 6:2;9:13 <b>relevance (1)</b> 5:4 <b>relevant (5)</b> 5:5,19,22;6:10;7:9 <b>rely (1)</b> 17:3 <b>remand (5)</b> 7:16;14:22;15:7, 23;17:10 <b>remanded (5)</b> 8:15;11:18;14:20; 17:7,12 <b>remarks (1)</b> 3:25 <b>remedies (1)</b> 7:18 <b>remembering (1)</b> 8:11 <b>Rent (33)</b> 4:3,16,19,21;6:25; 9:5;10:17,18;12:12, 13,13;13:11,17,20, 24;14:3,4;18:24; 19:16,17;20:14,20, 23;21:2,4,8,10,11,13, 16,21,24;22:22 <b>repeat (1)</b> 19:25 <b>reporter (2)</b> 3:23;22:5 <b>representative (1)</b> 3:14 <b>require (1)</b></p>
<p><b>obligation (1)</b> 6:20 <b>obviously (2)</b> 10:25;17:17 <b>off (3)</b> 22:1,3;23:18 <b>older (1)</b> 11:12 <b>one (16)</b> 4:12;6:13;7:20;8:3, 10;9:19,24;12:14; 13:4;14:13;16:8; 17:9;20:5,12;22:21; 23:2 <b>ones (1)</b> 8:18 <b>one-time (1)</b> 19:24 <b>ongoing (5)</b> 13:23;18:22;19:7; 21:7,20 <b>only (4)</b> 4:17;8:16;13:12; 16:13 <b>onsite (2)</b> 18:16,17 <b>oooo- (1)</b> 3:4 <b>open (1)</b> 22:8 <b>opening (1)</b> 22:14 <b>operating (8)</b> 4:20,22,24;5:15; 12:4,19;13:21;21:8 <b>operation (1)</b> 9:13 <b>operator (1)</b> 10:24 <b>opinion (3)</b> 15:16;17:2,4 <b>opportunity (2)</b> 16:19,25 <b>opposed (1)</b> 13:17 <b>oral (1)</b> 3:20 <b>order (3)</b> 13:2,14;22:8</p>	<p align="center"><b>P</b></p>	<p><b>page (4)</b> 9:17,24;13:6,14 <b>parameters (1)</b> 20:20 <b>Park (29)</b> 3:9,16;7:11;9:14, 14,25;10:14,23;11:1, 2,4;12:9;13:23;15:1, 12,14;16:18;18:16, 19;19:3;20:15,15,19, 19;21:8,14,18,21,22 <b>parking (1)</b> 16:11 <b>part (3)</b> 5:11;16:4;23:7 <b>participating (1)</b> 7:12 <b>particular (1)</b> 12:20 <b>parties (2)</b> 3:11,18 <b>party (1)</b> 4:12 <b>pass (1)</b> 4:21 <b>passed (5)</b> 5:2,21,24;10:16,17 <b>passing (1)</b> 12:10 <b>passthrough (4)</b> 5:18;6:14;12:24; 15:18 <b>passthroughs (3)</b> 4:15;15:23;16:6 <b>pay (1)</b></p>	<p align="center"><b>Q</b></p> <p><b>quarrel (3)</b> 7:18;13:12;16:16 <b>quarreled (1)</b> 17:25 <b>quick (1)</b> 22:7 <b>quickly (1)</b> 22:9 <b>quoted (1)</b> 13:14</p>	<p><b>related (6)</b> 9:3,8,25;10:22; 11:2,3 <b>relates (1)</b> 10:10 <b>relating (2)</b> 6:2;9:13 <b>relevance (1)</b> 5:4 <b>relevant (5)</b> 5:5,19,22;6:10;7:9 <b>rely (1)</b> 17:3 <b>remand (5)</b> 7:16;14:22;15:7, 23;17:10 <b>remanded (5)</b> 8:15;11:18;14:20; 17:7,12 <b>remarks (1)</b> 3:25 <b>remedies (1)</b> 7:18 <b>remembering (1)</b> 8:11 <b>Rent (33)</b> 4:3,16,19,21;6:25; 9:5;10:17,18;12:12, 13,13;13:11,17,20, 24;14:3,4;18:24; 19:16,17;20:14,20, 23;21:2,4,8,10,11,13, 16,21,24;22:22 <b>repeat (1)</b> 19:25 <b>reporter (2)</b> 3:23;22:5 <b>representative (1)</b> 3:14 <b>require (1)</b></p>
<p><b>obligation (1)</b> 6:20 <b>obviously (2)</b> 10:25;17:17 <b>off (3)</b> 22:1,3;23:18 <b>older (1)</b> 11:12 <b>one (16)</b> 4:12;6:13;7:20;8:3, 10;9:19,24;12:14; 13:4;14:13;16:8; 17:9;20:5,12;22:21; 23:2 <b>ones (1)</b> 8:18 <b>one-time (1)</b> 19:24 <b>ongoing (5)</b> 13:23;18:22;19:7; 21:7,20 <b>only (4)</b> 4:17;8:16;13:12; 16:13 <b>onsite (2)</b> 18:16,17 <b>oooo- (1)</b> 3:4 <b>open (1)</b> 22:8 <b>opening (1)</b> 22:14 <b>operating (8)</b> 4:20,22,24;5:15; 12:4,19;13:21;21:8 <b>operation (1)</b> 9:13 <b>operator (1)</b> 10:24 <b>opinion (3)</b> 15:16;17:2,4 <b>opportunity (2)</b> 16:19,25 <b>opposed (1)</b> 13:17 <b>oral (1)</b> 3:20 <b>order (3)</b> 13:2,14;22:8</p>	<p><b>page (4)</b> 9:17,24;13:6,14 <b>parameters (1)</b> 20:20 <b>Park (29)</b> 3:9,16;7:11;9:14, 14,25;10:14,23;11:1, 2,4;12:9;13:23;15:1, 12,14;16:18;18:16, 19;19:3;20:15,15,19, 19;21:8,14,18,21,22 <b>parking (1)</b> 16:11 <b>part (3)</b> 5:11;16:4;23:7 <b>participating (1)</b> 7:12 <b>particular (1)</b> 12:20 <b>parties (2)</b> 3:11,18 <b>party (1)</b> 4:12 <b>pass (1)</b> 4:21 <b>passed (5)</b> 5:2,21,24;10:16,17 <b>passing (1)</b> 12:10 <b>passthrough (4)</b> 5:18;6:14;12:24; 15:18 <b>passthroughs (3)</b> 4:15;15:23;16:6 <b>pay (1)</b></p>	<p><b>period (6)</b> 12:15,15;14:14; 15:5;16:9,20 <b>periods (1)</b> 15:16 <b>permanent (7)</b> 12:13;13:17;19:16; 20:22;21:2,12,15 <b>permits (1)</b> 16:1 <b>permitted (2)</b> 5:20,24 <b>petitioner (1)</b> 3:9 <b>piece (1)</b> 8:10 <b>playing (1)</b> 7:3 <b>please (1)</b> 3:12 <b>point (5)</b> 5:4,18,21;13:4; 21:20 <b>possible (1)</b> 14:21 <b>precedent (1)</b> 7:1 <b>pre-hearing (1)</b> 22:16 <b>present (3)</b> 7:24;16:19;21:21 <b>presented (4)</b> 4:5;15:1;17:19; 21:5 <b>previously (3)</b> 16:21;17:16,22 <b>prices (1)</b> 20:18 <b>prior (1)</b> 6:3 <b>problem (2)</b> 12:4;18:20 <b>procedural (1)</b> 22:13 <b>procedurally (1)</b> 18:3 <b>procedure (3)</b> 5:13;6:6,8 <b>proceed (1)</b> 3:25 <b>proceeding (1)</b> 22:8 <b>proceedings (6)</b> 7:13;13:9,20;</p>	<p align="center"><b>R</b></p> <p><b>rate (4)</b> 14:15;15:5;16:9,20 <b>read (2)</b> 3:19;4:4 <b>really (10)</b> 8:15,16,17,20,23; 9:23;11:17,21;16:17; 17:9 <b>reargue (1)</b> 8:13 <b>reason (2)</b> 7:16;18:24 <b>reasonable (2)</b> 14:2;19:2 <b>rebuttal (3)</b> 3:21;18:11,14 <b>recalculation (1)</b> 17:13 <b>receive (1)</b> 23:6 <b>received (1)</b> 3:18 <b>recognize (1)</b> 11:13 <b>reconsidering (1)</b></p>	<p><b>related (6)</b> 9:3,8,25;10:22; 11:2,3 <b>relates (1)</b> 10:10 <b>relating (2)</b> 6:2;9:13 <b>relevance (1)</b> 5:4 <b>relevant (5)</b> 5:5,19,22;6:10;7:9 <b>rely (1)</b> 17:3 <b>remand (5)</b> 7:16;14:22;15:7, 23;17:10 <b>remanded (5)</b> 8:15;11:18;14:20; 17:7,12 <b>remarks (1)</b> 3:25 <b>remedies (1)</b> 7:18 <b>remembering (1)</b> 8:11 <b>Rent (33)</b> 4:3,16,19,21;6:25; 9:5;10:17,18;12:12, 13,13;13:11,17,20, 24;14:3,4;18:24; 19:16,17;20:14,20, 23;21:2,4,8,10,11,13, 16,21,24;22:22 <b>repeat (1)</b> 19:25 <b>reporter (2)</b> 3:23;22:5 <b>representative (1)</b> 3:14 <b>require (1)</b></p>

- March 02, 2017  
In Re: NOMAD VILLAGE MOBILE HOME PARK

17:19 <b>required (4)</b> 6:12;19:17,18,19 <b>requirement (1)</b> 5:17 <b>requirements (1)</b> 4:13 <b>residents (2)</b> 6:22;19:11 <b>resources (1)</b> 9:15 <b>respectfully (1)</b> 8:12 <b>respondent (1)</b> 3:10 <b>responsible (1)</b> 18:18 <b>resulted (1)</b> 17:10 <b>returned (1)</b> 6:4 <b>Revenue (3)</b> 5:12;6:6,8 <b>review (1)</b> 11:11 <b>revolving (1)</b> 6:23 <b>Right (1)</b> 13:18 <b>rights (1)</b> 7:13 <b>Roseville (1)</b> 18:19 <b>ruling (3)</b> 5:13;10:12;11:13	14:14;15:13,18;16:6 <b>sewage (1)</b> 6:2 <b>shall (1)</b> 6:19 <b>show (1)</b> 10:3 <b>showing (1)</b> 9:6 <b>shown (1)</b> 21:14 <b>shows (2)</b> 11:7;21:7 <b>significant (2)</b> 8:2;21:15 <b>similar (1)</b> 10:10 <b>simply (3)</b> 4:22;8:19;17:9 <b>single (2)</b> 9:20;16:8 <b>small (4)</b> 19:10,10,12,13 <b>Smith (1)</b> 11:16 <b>solely (1)</b> 20:7 <b>solved (1)</b> 20:6 <b>somehow (2)</b> 16:16;23:2 <b>sorry (1)</b> 18:10 <b>sound (1)</b> 6:22 <b>speaking (1)</b> 18:21 <b>specifically (4)</b> 6:17;7:25;9:9;11:9 <b>spent (3)</b> 11:7,9,9 <b>spoken (1)</b> 8:3 <b>St (11)</b> 13:10;14:17;15:2, 15;16:3,5;17:2,5; 20:22;21:3,11 <b>stale (1)</b> 11:11 <b>stands (1)</b> 17:1 <b>start (2)</b> 8:22;12:1 <b>starting (1)</b> 18:23 <b>state (1)</b> 3:11 <b>statement (1)</b> 9:12 <b>statements (2)</b> 10:3;19:17 <b>states (1)</b> 6:17	<b>Stephen (1)</b> 3:7 <b>stone (1)</b> 14:24 <b>stood (1)</b> 17:16 <b>studying (1)</b> 4:10 <b>stuff (1)</b> 12:3 <b>subject (2)</b> 5:6,19 <b>subjected (1)</b> 20:21 <b>submit (3)</b> 22:14,20,22 <b>submitted (5)</b> 7:7;9:6;17:20; 18:6;21:3 <b>substance (1)</b> 8:16 <b>substantial (5)</b> 9:2;14:11,16; 15:19;17:15 <b>substantive (2)</b> 8:18;11:17 <b>sufficient (2)</b> 9:10;16:17 <b>summarized (1)</b> 10:19 <b>summary (2)</b> 9:18,23 <b>Supplemental (1)</b> 5:25 <b>support (1)</b> 15:17 <b>supported (8)</b> 6:25;9:2;10:8; 14:12,15;17:1,15; 21:25 <b>supports (6)</b> 5:5,19,22;6:6,10; 11:14 <b>sure (4)</b> 13:3,4;18:8;20:3 <b>surveying (3)</b> 10:21;11:10,16 <b>suspend (1)</b> 23:11 <b>suspended (1)</b> 23:19	<b>taxes (1)</b> 5:25 <b>tells (1)</b> 9:20 <b>temporary (23)</b> 4:16,19,21;5:11; 10:17;12:12,13,14, 22,24;13:11,17,24; 14:3,4;19:15;20:23, 25;21:1,10,11,23,24 <b>ten (1)</b> 3:19 <b>terms (1)</b> 9:15 <b>testified (2)</b> 21:5,12 <b>testifying (1)</b> 4:3 <b>testimony (3)</b> 13:8;14:17;15:2 <b>therefore (1)</b> 5:15 <b>therein (1)</b> 10:8 <b>thought (2)</b> 7:8;18:9 <b>three (1)</b> 17:12 <b>Thursday (1)</b> 3:2 <b>today (7)</b> 3:18;7:10;8:2,2; 13:1;16:8;18:10 <b>today's (1)</b> 3:8 <b>totality (1)</b> 16:5 <b>tracks (1)</b> 10:5 <b>transcript (1)</b> 22:7 <b>travel (1)</b> 18:20 <b>treat (5)</b> 12:7,21,24;20:25; 21:1 <b>treated (5)</b> 13:24;20:11;21:10, 11,12 <b>tried (2)</b> 7:24;8:13 <b>try (1)</b> 22:9 <b>two (6)</b> 4:17;8:16;11:17; 17:9;22:12;23:7 <b>twofold (2)</b> 12:5;20:4	<b>unusual (1)</b> 13:22 <b>up (5)</b> 14:1,25;19:2,2,13 <b>upheld (1)</b> 15:24 <b>upon (2)</b> 11:15;17:21 <b>use (2)</b> 19:5;22:17 <b>useful (8)</b> 5:7,10,16,22;6:11, 12;9:21;15:10
<b>S</b>				<b>V</b>
<b>Santa (6)</b> 3:1;4:3,11,14,18; 6:25 <b>saying (2)</b> 12:2;20:7 <b>schedule (3)</b> 17:21;18:1;22:23 <b>Second (2)</b> 10:9;22:2 <b>secondly (3)</b> 12:11;20:13;22:20 <b>send (1)</b> 23:13 <b>sense (2)</b> 10:10,17 <b>sent (2)</b> 18:9;22:21 <b>separate (1)</b> 22:25 <b>serve (1)</b> 3:7 <b>set (2)</b> 14:24;20:17 <b>Seven (8)</b> 8:17,22,25;12:23;				<b>value (2)</b> 10:23,24 <b>variety (2)</b> 10:24;11:3 <b>various (2)</b> 14:20,22 <b>versus (2)</b> 12:13;20:23 <b>view (1)</b> 9:22 <b>Village (2)</b> 3:8;18:18 <b>violated (1)</b> 7:14
				<b>W</b>
				<b>waiving (1)</b> 7:13 <b>wants (1)</b> 7:12 <b>water (1)</b> 6:2 <b>Waterhouse (1)</b> 18:16 <b>ways (1)</b> 20:14 <b>week (1)</b> 22:17 <b>what's (3)</b> 8:2;15:9;20:18 <b>whatsoever (1)</b> 8:5 <b>whole (1)</b> 8:14 <b>within (2)</b> 9:10;20:20 <b>without (1)</b> 7:13 <b>witnesses (2)</b> 4:2,5 <b>word (3)</b> 8:3;22:17;23:14 <b>wording (1)</b> 5:1 <b>words (2)</b> 13:19;14:23
			<b>T</b>	
		<b>talk (1)</b> 11:25 <b>talked (3)</b> 11:4;20:22;22:5 <b>talking (7)</b> 8:1;11:19,21,24; 13:7;14:13;22:23 <b>tasks (1)</b> 9:23		
				<b>U</b>
			<b>unique (1)</b> 4:7	

- March 02, 2017  
**In Re: NOMAD VILLAGE MOBILE HOME PARK**

<b>work (2)</b> 11:2;20:19	6:17,20			
<b>worthwhile (1)</b> 8:11	<b>7</b>			
<b>writ (1)</b> 13:2	<b>7 (2)</b> 8:17;15:8			
<b>written (1)</b> 7:1	<b>8</b>			
<b>Y</b>	<b>8 (4)</b> 8:17;15:8;17:20,20			
<b>year (7)</b> 6:13;7:16;12:20; 19:11,18;20:1,1	<b>87-56 (2)</b> 6:6,8			
<b>years (9)</b> 4:9;12:23,24;14:2, 15;15:13,19;16:6; 19:12	<b>9</b>			
<b>1</b>	<b>9 (2)</b> 14:15;16:6			
<b>1 (2)</b> 6:17,19				
<b>10:04 (1)</b> 3:3				
<b>10:30 (1)</b> 23:19				
<b>11A (2)</b> 4:15,19				
<b>11A-5h (1)</b> 6:16				
<b>11A-5i (1)</b> 6:17				
<b>12 (1)</b> 19:11				
<b>12-year-old (1)</b> 6:1				
<b>13 (3)</b> 8:17,18;17:15				
<b>150 (1)</b> 19:11				
<b>2</b>				
<b>2 (3)</b> 3:2;9:17,24				
<b>2008 (1)</b> 18:23				
<b>2011 (3)</b> 13:9;14:13,14				
<b>2017 (1)</b> 3:2				
<b>29 (2)</b> 13:6,14				
<b>5</b>				
<b>5 (3)</b> 8:17;14:8,8				
<b>6</b>				
<b>6 (2)</b>				