



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: General Services
Department No.: 063
For Agenda Of: December 5, 2017
Placement:
Estimated Time: 1 hour
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: General Services Janette D. Pell, Director (805) 560-1011
Contact Info: Skip Grey, Assistant Director (805) 568-3083
SUBJECT: **Petition for Review of the Mobile Home Rent Control Arbitration Ruling and Award, as corrected – Nomad Village Mobilehome Park, Second District**

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: N/A

Recommended Actions:

On December 5, 2017, review Judge David W. Long's Arbitration Ruling and Awards, as corrected, dated June 16, 2017 as to **Awards 1 through 9**, in the matter of arbitration between Nomad Village Mobilehome Homeowners and Nomad Village Mobilehome Park, pursuant to Rule 23 of the Mobilehome Rent Control Rules for Hearings and Chapter 11A, Section A-4 of the Santa Barbara County Code.

(Hearing to be held December 5, 2017: 1 Hour)

On December 5, 2017, Staff recommends that your Board take the following actions:

- a) Make the following determinations as supported by the Findings in Attachment 1, Exhibit W:
 - i) Find that the Arbitrator did not abuse his discretion and affirm Award #1 related to the denial of Homeowner's Motion for Summary Judgment styled motion;
 - ii) Find that the Arbitrator did not abuse his discretion and affirm Award #2 related to the denial of Homeowner's objection to Management's Reply Brief on Attorney fees.
 - iii) Find that the Arbitrator did not abuse his discretion and affirm Award #3 related to the compliance by Management of the Meet and Confer requirements as set out in the Santa Barbara County Mobilehome Rent Control Ordinance.
 - iv) Find that the Arbitrator did not abuse his discretion and affirm Award #4 related to the timeliness of the Notice of Increase in Monthly Rent effective July 1, 2016.
 - v) Find that the Arbitrator did not abuse his discretion and affirm Award #5 related to granting of an automatic, pro rata, rent increase of 1.725% which is to be retroactive to July 1, 2016.
 - vi) Find that the Arbitrator did not abuse his discretion and affirm Award #6 related to the requested, per space, increase of \$29.31 as set forth in the Notice of Increase in Monthly

- Rent served March 31, 2016 to be capitalized at 9% and amortized over a period of 15 years.
- vii) Find that the Arbitrator did not abuse his discretion and affirm Award #7 related to amounts claimed for capital improvements for Common Area Paving, Common Area Electrical Work and Related Engineering Costs, as set forth in the Notice of Increase in Monthly Rent served on March 31, 2016 in the amount of \$23.01 to be capitalized at 9% and amortized over a period of 15 years.
 - viii) Find that the Arbitrator did not abuse his discretion and affirm Award #8 related to attorney fees and costs arising from the 2011 Arbitration in the amount of \$56.30, per space retroactive to July 1, 2016, as set forth in the Notice of Monthly Rent Increase served on March 31, 2016 to be capitalized at 9% and amortized over a period of 7 years.
 - ix) Find that the Arbitrator did not abuse his discretion and affirm Award #9 related to attorney fees and costs and expert fees arising from the current Arbitration, \$12.14 per month capitalized at 9% and amortized over a period of 7 years and retroactive to July 1, 2016, and \$1.26 per month beginning at least 90 days after Management properly gives notice of such increase.
- b) Determine that the proposed action is an administrative activity of the County which will not result in direct or indirect physical changes in the environment and is therefore not a “project” as defined for purposes of the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15378(b)(5), approve and direct staff to file and post the attached Notice of Exemption (Attachment 1, Exhibit Y) on that basis.

Refer back to Staff if Board wishes to take any action other than the recommended action for a revised motion and findings.

Summary Text:

County Code Chapter 11A (Mobilehome Rent Control) created an arbitration process for rent control disputes in mobilehome parks within the unincorporated area whenever the proposed rent increase exceeds 75% of the Consumer Price Index as described within Chapter 11A. Mobilehome homeowners residing in the Nomad Village Mobilehome Park filed a petition for arbitration on May 13, 2016, which contested the proposed increase in their maximum rent schedule received by the Homeowners on March 31, 2016.

On June 16, 2017, the arbitrator, Honorable David W. Long, Judge of the Superior Court (Ret.) rendered Ruling and Awards following hearings that occurred on November 18, 2016 and February 10, 2017, each hearing consuming an entire hearing day.

The Arbitrator’s Ruling and Awards dated June 16, 2017, was received by the County by email on that same day and delivered to both parties on June 22, 2017. On July 10, 2017 the Arbitrator issued Corrections to Arbitrator’s Ruling and Award, the corrections were received by the County by email on the same day and delivered to both parties on July 12, 2017. The Nomad Village Mobile Homeowners timely filed a Petition for Review of the Arbitrator’s Ruling and Awards on August 1, 2017.

Pursuant to Rule 23 of the Mobilehome Rent Control Rules for Hearing, either party may petition the Board of Supervisors for review of the Arbitrator’s Opinion and Award by filing a petition alleging prejudicial abuse of discretion.

The Board's review at hearings held on appeals to the Board of decisions below is often "*de novo*", such as in land use matters. (See e.g., Section 35.102.050.C, Appeals to the Board, of Chapter 35.102, Appeals, of Article 35.10, Land Use and Development Code Administration, of Section 35-1, the Santa Barbara County Land Use & Development Code, of Chapter 35, Zoning, of the Santa Barbara County Code.) *De novo* review means that when the Board hears the appeal:

- The Board is not required to give deference to the decision maker's findings and decisions below;
- The Board acts as the finder of fact;
- The Board has discretion to reweigh the evidence;
- The Board may disagree with the decision maker's conclusions drawn from the evidence; and
- The Board may make new findings and decisions.

In contrast, here, under Rule 23 of the Mobilehome Rent Control Rules for Hearings, the Board reviews the Arbitrator's Opinion and Award under an "abuse of discretion" standard, which is established only if the Arbitrator:

- Failed to proceed in the manner required by law;
- Made a finding not supported by substantial evidence; or
- Made a decision not supported by the findings.

This means that the Board's inquiry is limited to whether the Arbitrator's findings and decisions were arbitrary, capricious, devoid of any rational basis, or entirely unsupported by evidence in light of the whole record.

- If your Board finds the Arbitrator did not abuse his discretion, then your Board must affirm the award(s).
- However, if your Board finds that in rendering his Opinion and Award, the Arbitrator abused his discretion, the Board must then remand the matter so that the Arbitrator may proceed in the manner required by law, make adequate findings, or support findings with substantial evidence.

Attachment 1, Exhibit X (Matrix of Board Options) includes a summary of the Arbitrator's decisions or awards, the positions of the parties and the Board's options for consideration. Since Rule 23 of the Mobilehome Rent Control Rules for Hearings provides that the Board of Supervisors is an appeal authority for the Arbitrator's decision, staff recommends that Supervisors provide *ex parte* disclosures of their communications and site visits involving this appeal. Rule 23 also specifies that your Board shall render its final decision within thirty (30) judicial days of the receipt of all pleadings, records, and transcripts; we conservatively calculate that deadline as January 15, 2018. Pursuant to Rule 24, if the Board exercises its discretion to remand any matters, the Clerk shall set a rehearing with the Arbitrator within twenty (20) judicial days following the date on which the Board's decision becomes final.

Background:

On March 31, 2016, Park Management delivered to Homeowners a Notice of Increase in Monthly Rent, set to take effect on July 1, 2016. The Notice of Increase in Monthly Rent stated that the Homeowner's Base-Rent would be increased by 75% of CPI and in addition to the CPI Base-Rent increase, Homeowner's Space Rent would also be increased by \$108.61 per space, per month, of that amount, \$79.30 was to be temporary. The Notice attempts to recoup expenses incurred by Park Management, expenses related to: increased operating expenses, cost for capital improvements and expenses for the

Park common area roads and common area electrical system, as well as for professional fees incurred by Park Management related to past and ongoing rent proceedings.

On October 17, 2017, after a complex procedural history, the Board of Supervisors affirmed Awards 5, 7, 8, and 13, thereby settling the issues associated with a Petition for Arbitrations filed by the Homeowners on February 28, 2011. Costs incurred by Park Management related to these proceedings are referenced in Park Management's March 31, 2016 Notice of Increase in Monthly Rent.

On May 13, 2016 Homeowners of the Nomad Village Mobilehome Park filed a Petition for Arbitration pursuant to County Code Chapter 11A (Mobilehome Rent Control) in response to Park Management's March 31, 2016 Notice of Monthly Rent Increase. The Petition was received and verified by the Clerk of the Ordinance a hearing date was set and an arbitrator selected pursuant to the process set out by the Mobilehome Rent Control Ordinance and the Mobilehome Rent Control Rules for Hearings.

The Honorable David W. Long, Judge of the Superior Court (Ret.) was appointed as arbitrator pursuant to the Ordinance and Rules for Hearings. The arbitration hearings were held on November 18, 2016 and February 10, 2017, each hearing consuming an entire hearing day. At the arbitration hearing both parties had the opportunity to introduce exhibits, call witnesses and cross-examine those witnesses. Additionally, at the conclusion of the hearing, both parties submitted post-hearing briefings.

On June 16, 2017, following the conclusion of the post-hearing briefing, Judge Long issued his Arbitration Ruling and Awards. In his Arbitration Ruling and Awards, Judge Long set forth in detail, the arbitration proceedings, rulings on procedural matters, summarized evidence, and provided extensive factual and legal analysis based on the evidence presented by the parties. Park Management issued a Comment on the Arbitration Award, which in essence was a request that the arbitrator correct certain mathematical and typographical errors in the Award, Homeowners objected to Park's comment. On July 10, 2017, Judge Long issued this Corrections to Arbitrator's Ruling and Award, which corrects certain mathematical and typographical errors in the Award. On August 1, 2017, Homeowners submitted a lengthy Petition for Review of the Arbitration Ruling and Awards to the Board of Supervisors.

For the Awards made by the Arbitrator that are before your Board for review, a summary is listed below that includes the Arbitrator's Award, the positions of the Homeowners and Park Management, and Staff's recommendation. The findings supporting the Arbitrator's Awards are set forth in the Arbitrator's Ruling and Awards dated June 16, 2017 (Attachment 1, Exhibit O) and Corrections to Arbitrator's Ruling and Awards dated July 10, 2017 (Attachment 1, Exhibit P). The arguments supporting the positions of the Homeowners, and of Park Management, are set forth in the Homeowner's Petition for Review of Arbitrator's Ruling and Awards (Attachment 1, Exhibit S), and the Park Management's Response to Homeowners' Petition for Review of Arbitrator's Ruling and Awards (Attachment 1, Exhibit T), respectively. The Findings to support the action recommended by General Services are included as Attachment 1, Exhibit W.

Arbitrator's Award #1: "The HOA's (*Nomad Village Park Homeowners Association*) motion, styled as a Motion for Summary Judgment was and is denied."

Arbitrator's Findings for Award # 1: "After hearing argument from both parties, the arbitrator denied the motion on the grounds that it did not comply with the evidentiary requirements of CCP Section 437c as set forth above, which alone legally requires the motion to be denied. There were specific material facts as to each issue that were disputed. Thus, although the motion could have been

denied on strictly procedural grounds, even if the merits of the motion were considered there were substantial disputed issues of material fact that, substantively, would have, alone, required the motion to be denied.”

- **Homeowners:** Disagree. The homeowners request that the Board of Supervisors deny management’s request and find that the Arbitrator abused his discretion when he failed to proceed in a manner required by law by ignoring the express requirements of the County ordinance. The Board should remand the Award in whole.
- **Park Management:** Agree. There are sufficient findings to support the Arbitrator’s decision as set forth in the Award.
- **Staff’s Recommendation:** Find that the Arbitrator did not abuse his discretion and affirm this Award.

Arbitrator’s Award #2: “The HOA’s objection to Management’s Reply Brief on Attorney Fees was and is denied.”

Arbitrator’s Findings for Award #2: “In such a briefing schedule, the party with the burden of proof, serves a brief, the opposing party has the opportunity to file and serve an opposing brief and the moving party has the opportunity to submit a Reply Brier. Simple principles of due process require such. Moreover, the Santa Barbara Mobilehome Rent Control Rules (Rule 15 “d”) provides that hearings need not be conducted according to technical rules relating to evidence and witnesses. The issue of attorney fees, in this context, is at its heart an evidentiary matter and the Rules for Hearing give the arbitrator great discretion in the conduct of such. The objection to the Reply Brief of the Management is denied.”

- **Homeowners:** Disagree. The homeowners request that the Board of Supervisors deny management’s request and find that the Arbitrator abused his discretion when he failed to proceed in a manner required by law by ignoring the express requirements of the County ordinance. The Board should remand the Award in whole.
- **Park Management:** Agree. There are sufficient findings to support the Arbitrator’s decision as set forth in the Award.
- **Staff’s Recommendation:** Find that the Arbitrator did not abuse his discretion and affirm this Award.

Arbitrator’s Award #3: “The Meet & Confer requirement of the Santa Barbara County Mobilehome Rent Control Ordinance was properly complied with by Respondent by a preponderance of the evidence not even considering the “Admission” of such by the Petitioner HOA, as noted, supra.”

Arbitrator’s Findings for Award #3: “The Ordinance does not require that copies of documents be provided. Rather it provides that any such documents are to be “made available” for review by the HOA representatives. That point was specifically conceded by the HOA toward the conclusion of the 2nd session of the hearing... The arbitrator finds that the evidence produced by Management, separate and apart from the HOA concession on this issue clearly proves that Management complied with the Meet & Confer Requirement of the Ordinance.”

- **Homeowners:** Disagree. The homeowners request that the Board of Supervisors deny management’s request and find that the Arbitrator abused his discretion when he failed to proceed in a manner required by law by ignoring the express requirements of the County ordinance. The Board should remand the Award in whole.
- **Park Management:** Agree. There are sufficient findings to support the Arbitrator’s decision as set forth in the Award.

- **Staff's Recommendation:** Find that the Arbitrator did not abuse his discretion and affirm this Award.

Arbitrator's Award #4: "The arbitrator finds that the Notice of Increase in Monthly Rent Effective July 1, 2016 was timely."

Arbitrator's Findings for Award #4: "Management delivered to all homeowners a Notice of Increase in Monthly Rent Effective July 1, 2016 with various supporting documents on or about March 31, 2016. The Ordinance permits increases in rent not more than once per year and such increases are subject to the "Notice" requirement. The last rent increase prior to the Notice at issue in this arbitration was in May of 2014 and was 75% of CPI increase pursuant to the Ordinance. Thus, the currently sought rent increase is occurring approximately 2 years after the last rent increase which is well within the provisions of the Ordinance."

- **Homeowners:** Disagree. The homeowners request that the Board of Supervisors deny management's request and find that the Arbitrator abused his discretion when he failed to proceed in a manner required by law by ignoring the express requirements of the County ordinance. The Board should remand the Award in whole.
- **Park Management:** Agree. There are sufficient findings to support the Arbitrator's decision as set forth in the Award.
- **Staff's Recommendation:** Find that the Arbitrator did not abuse his discretion and affirm this Award.

Arbitrator's Award #5: "The Automatically Allowed rent increase based upon 75% of the CPI increase, per Section 11A-5(g) of the Rent Control Ordinance, an increase of 1.725% (*Corrected*), is granted. The award of this "...Automatic Increase..." portion of this award is pro rata based upon the individual currently existing rents for the respective 150 spaces in the park. This award is retroactive to July 1, 2016."

Arbitrator's Findings for Award #5: "Automatic CPI Increase: The Ordinance, Section 11A-5 permits, and in fact requires, ("the arbitrator shall allow. ..." Language – 11A-5 (g)) an increase of seventy five percent of the increase in the CPI Index. Management's expert economist, Dr. Michael St. John, testified that he obtained the CPI increase numbers from the Department of Labor data base. That calculation produced a value of 1.725% being seventy five percent of the CPI Index contained in the Notice served on each of the homeowners on or about March 31, 2016. ... Accordingly I will allow the noticed percentage of increased space rent based that seventy five percent of the increase in the CPI."

- **Homeowners:** Disagree. The homeowners request that the Board of Supervisors deny management's request and find that the Arbitrator abused his discretion when he failed to proceed in a manner required by law by ignoring the express requirements of the County ordinance. The Board should remand the Award in whole.
- **Park Management:** Agree. There are sufficient findings to support the Arbitrator's decision as set forth in the Award.
- **Staff's Recommendation:** Find that the Arbitrator did not abuse his discretion and affirm this Award.

Arbitrator's Award #6: "The requested increase based upon Rule 11A-5 (i) (1) (2) in the total amount of \$29.31 as set forth in the Notice of Increase in Monthly Rent served March 31, 2016 is granted. This award is "per space" not "pro rata" and is retroactive to July 1, 2016" to be capitalized at 9% and amortized over a period of 15 years.

Arbitrator's Findings for Award #6: "Section 11A-5 (i) (1) thru (4) set forth an addition to an allowable permanent rent increase above and beyond the automatic increase of 75% of CPI covered above. Only the Automatic CPI increase permitted under the Ordinance can be added pro rata based upon space rental component of each of the homeowners' rental/lease agreements. ...Dr. St. John testified at length as to the methodology he utilized in calculating return on investment and capital expenditures and other improvement issues that the ordinance allows to be passed on to the homeowners as a rent increase and their amortizations... . He principally used what is known as an MNOI method... . He testified that although the "MNOI" method was not mentioned per se in the Ordinance it was a standard method of evaluation and calculation in his profession. ... The arbitrator notes that no "specific method" of such calculations are required or even mentioned in the Ordinance. That leads to my conclusion that the evidentiary value, if any, of whatever method an expert uses in making his calculations and reaching his opinions is a matter of the arbitrator's sound discretion based on the testimony and evidence received. ...As noted supra, there was no evidence presented by the HOA to the contrary or to refute the expert opinions expressed by Dr. St. John."

- **Homeowners:** Disagree. The homeowners request that the Board of Supervisors deny management's request and find that the Arbitrator abused his discretion when he failed to proceed in a manner required by law by ignoring the express requirements of the County ordinance. The Board should remand the Award in whole.
- **Park Management:** Agree. There are sufficient findings to support the Arbitrator's decision as set forth in the Award.
- **Staff's Recommendation:** Find that the Arbitrator did not abuse his discretion and affirm this Award.

Arbitrator's Award #7: "The amounts claimed for capital improvements for Common Area Paving, Common Area Electrical Work and Related Engineering Costs are awarded as set forth in the Notice of Increase in Monthly Rent served on March 31, 2016, which has been capitalized at 9%, an amount the arbitrator finds reasonable, supported by the only expert testimony presented, and is to be amortized over 15 years as set forth therein the amount of \$23.01. This portion of the award is also retroactive to July 1, 2016."

Arbitrator's Findings for Award #7: "Capital improvements include only three items. They are: Common Area Paving; Common Area Electrical Work; Related Engineering Costs. These total \$333,790.00. ... There was no evidence proffered by the HOA challenging that amount. These costs are reflected in the March 31, 2016 Notice of Rent Increase, capitalized at 9% by way of Amortized payments of \$23.01 over 15 years, a capitalization rate and time period testified to as reasonable under all the circumstances by Dr. St. John. ... The arbitrator notes that such capital improvements are required to be "amortized" and the time period of the amortization must be specified in the Notice of Rent Increase. (See Section 11A-6 (a) (2)). The Notice of Rent Increase of March 31, 2016 complies with this requirement."

- **Homeowners:** Disagree. The homeowners request that the Board of Supervisors deny management's request and find that the Arbitrator abused his discretion when he failed to proceed in a manner required by law by ignoring the express requirements of the County ordinance. The Board should remand the Award in whole.
- **Park Management:** Agree. There are sufficient findings to support the Arbitrator's decision as set forth in the Award.
- **Staff's Recommendation:** Find that the Arbitrator did not abuse his discretion and affirm this Award.

Arbitrator's Award #8: "On the issue of Attorney fees and costs incurred since the last arbitration hearing in defending the multiple appeals and writ petitions arising from the 2011 arbitration, the arbitrator finds in favor of the Respondent and against the Petitioner and awards the rent increase requested in the March 31, 2016 Notice of Monthly Rent Increase in the amount of \$56.30 per space retroactive to July 1, 2016."

Arbitrator's Findings for Award #8: "HOA objects to the award of any attorney fees or costs on the basis that such an element does not appear in the Ordinance. They overlook the fact that attorney fees and costs were allowed in the earlier litigation, of which the arbitrator took judicial notice (although is not bound by that) and ruling of the California Supreme Court on that issue. (See *Galland v. City of Clovis* (2001) 24 Cal 4th 1003; 1009, 1027-1028 & 1040.) Although the *Galland* case dealt with a mobilehome park owner's rights against the City of Clovis, a municipal entity, the Supreme Court went on to say, as indicated in the Owner's brief, "...the substantial legal and administrative costs attributable to the rent review process should be properly included as expenses when calculating the proper rent readjustment..." (*Galland*, supra, @pages 1027-1028). ... The doctrines of Collateral Estoppel and Judicial Estoppel are applicable here. As the positions taken by the HOA in that case against this same Respondent on substantively identical issues and the previous testimony the HOA proffered through their retained arbitration economist in that case, Dr. Kenneth Baar preclude relitigation in this case absent some new expert testimony of changed circumstances or the like. ... In the HOA's opposition brief to the Management's brief there is not new or separate challenge to the amounts charged by either the Management's law firm or by Dr. St. John, the Management's expert. Rather, they challenge the right to such fees. I find that the right to such fees was acknowledged by the HOA's expert in the earlier case as an appropriate capital expense that required consideration, capitalization and amortization repayment."

- **Homeowners:** Disagree. The homeowners request that the Board of Supervisors deny management's request and find that the Arbitrator abused his discretion when he failed to proceed in a manner required by law by ignoring the express requirements of the County ordinance. The Board should remand the Award in whole.
- **Park Management:** Agree. There are sufficient findings to support the Arbitrator's decision as set forth in the Award.
- **Staff's Recommendation:** Find that the Arbitrator did not abuse his discretion and affirm this Award.

Arbitrator's Award #9: "The Respondent's post-hearing request for attorney fees and costs in the current litigation as well as the request for expert fees for the same time period is granted."

Arbitrator's Findings for Award #9: "Attorney fees are awarded in the amount of \$97,155 plus litigation costs in the amount of \$4,899.55 for a total of \$102,054.55. (See Management Exhibit 57). Expert fees are awarded in the amount of \$25,745.28, including costs. The total of such fees and costs awarded is \$129,232.61. This portion of the Arbitrator's Award also needs to be capitalized at 9%, per Dr. St. John's testimony, and for a period of 7 years making the \$2,979.23. Apportioned per 150 mobile home spaces in the park the amount per space is \$13.86 per space for that 7-year period. This award is not retroactive to July 1, 2016. Normally the "expert fees" for an expert's time spent beyond the time of the expert's direct testimony and cross-examination should not be allowed. However, in this case, much of the additional time, effort and billing by Dr. St. John deals with recalculations, in essence, requested by the HOA by way of their challenge to the methodology he used in reaching the numbers used in the Notice of March 31, 2016. In light of that, the additional time spent is not inappropriately billed and represents a litigation cost to which Management incurred and is obligated pay to the expert in defending this litigation. The arbitrator has closely reviewed the Management's

attorney's billing records and the billing records of Dr. St. John, Management's expert economist. Given the manner in which this case has been litigated by Petitioner HOA, I find no "padding" or improper billing in either the claimed attorney fees and expenses or Dr. St. John's billing."

- **Homeowners:** Disagree. The homeowners request that the Board of Supervisors deny management's request and find that the Arbitrator abused his discretion when he failed to proceed in a manner required by law by ignoring the express requirements of the County ordinance. The Board should remand the Award in whole.
- **Park Management:** Agree. There are sufficient findings to support the Arbitrator's decision as set forth in the Award.
- **Staff's Recommendation:** Find that the Arbitrator did not abuse his discretion and affirm this Award.

Performance Measure: N/A

Fiscal and Facilities Impacts:

If the Board determines to remand any portion of the decision to the Arbitrator, the hourly cost of \$160 for the arbitrator may be incurred for reconsideration and drafting of an amended decision.

Key Contract Risks: N/A

Staffing Impacts:

Existing General Services Department, Real Property Division staff are currently serving as the Clerk of the Ordinance under the County Code Chapter 11A (Mobilehome Rent Control). County staff has spent over 115 hours to date on this project.

Special Instructions:

General Services Department will provide notice to the Landowner, Management Company, Homeowners at Nomad Village Mobile Home Park, counsel for Park Management, and the Homeowners' Representative. Request the Clerk of the Board to return a copy of the Minute Order to General Services Department, Real Property Division, Attn: Don Grady, Clerk of the Ordinance under County Code Chapter 11A (Mobilehome Rent Control).

Attachments:

Attachment 1: Documents regarding the Arbitrator's June 16, 2017 Ruling and Awards, as corrected, and Board's proposed December 5, 2017 decision;

Exhibit A – Park Management's Notice of Increase in Monthly Rent dated March 31, 2016

Exhibit B – Homeowner's Petition for Arbitration dated May 13, 2016

Exhibit C – Park Management's Response to Homeowner's Petition for Arbitration

Exhibit D – Homeowner's Pre-Hearing Brief

Exhibit E – Park Management's Arbitration Brief

Exhibit F – Nomad Village Mobile Home Park Rent Control Hearing Transcripts November 18, 2016

Exhibit G – Nomad Village Mobile Home Park Rent Control Hearing Transcripts February 10, 2017

Exhibit H – Homeowner's Exhibits submitted during arbitration

Exhibit I – Park Management's Exhibits submitted during arbitration

Exhibit J – Homeowner's Post-Hearing Opening Brief

Exhibit K – Park Management's Post-Hearing Reply Brief

- Exhibit L – Homeowner’s Post-Closing Brief
- Exhibit M – Park Management’s Post Arbitration Hearing Brief
- Exhibit N – Homeowner’s Motion for Summary Judgment
- Exhibit O – Arbitrator’s Ruling and Awards dated June 16, 2017
- Exhibit P – Corrections to Arbitrator’s Ruling and Award dated July 10, 2017
- Exhibit Q – Park Management’s Comment on Arbitration Award
- Exhibit R – Homeowner’s Objection to Park’s Comment on Arbitration Award
- Exhibit S – Homeowner’s Petition for Review of Arbitrator’s Ruling and Awards**
- Exhibit T – Park Management’s Response to Homeowner’s Petition for Review of Arbitrator’s Ruling and Awards**
- Exhibit U – Park’s Dec. Summary of Accounts
- Exhibit V – Stipulation and Order Regarding Post Arbitration Hearing Briefing Schedule
- Exhibit W – Findings
- Exhibit X – Matrix of Board Options
- Exhibit Y – CEQA Notice of Exception

*** = Not part of the official record for the hearing in accordance with Rule 13 and Rule 23(b) of the Mobilehome Rent Control Rules for Hearings, but is included because such documents give the Board jurisdiction to hear the matter.*