

# **Glen Helen Mobile Home Park Closure Impact Report (CIR) Summary**

Dear Board of Supervisors,

As the owners of the Glen Helen Mobile Home Park (aka Freedom Acres – The Resort), we wanted to share our plans to take care of the mobile home owners at Glen Helen MHP. Benefits we have been providing to homeowners exceed the requirements under the State Mobile Home Residency Law governing mobile home park closures. Good news – One resident remains and we anticipate a relocation agreement to be signed soon. All other residents have signed agreements or have already been relocated. Please do not hesitate to contact us with any questions. The relocation of the residents is our priority.

## **I. Relocation Package**

The Glen Helen Mobile Home Park (the “Park”) residents will receive generous relocation packages. The team will continue to meet with individual homeowners to understand their best avenue to relocation.

Residents have the option and will receive the following options:

1. Receive the appraised on-site value and transfer title of their mobile home to the property owner.
2. Compensation to relocate their mobile home to another site.
  - a. Cost to relocate and set up their mobile home
  - b. Per Diem, lodging and transport of personal belongings

However, relocation entitlements do not apply to tenancies (1) for *mobilehomes that do not qualify for sale, including in-place resale, due to legal restrictions. Such restrictions include substandard conditions which prohibit sale, and violation of applicable health and safety regulations (e.g., Civil Code §798.73 and Title 25 of the Code of Regulations); or, (2) where the space is occupied by a recreational vehicle (dmv-licensed travel trailer, self-propelled motorhome, slide-in camper, etc. which is legally transient [no right of in-place sale]).* We have extended assistance to applicable

residents as well in the form of relocation assistance with finding sites to relocate. Mitigation assistance has been provided in several forms. Some examples include:

1. Free site rent for a period of time, upon agreement to vacate
2. Trade of Recreational Vehicle - Park owned RV for Resident Owned RV
3. Forgiven delinquent rent

**II. Board of Supervisors shall decide on the sufficiency of the report**

1. Residents will receive proper notice of at least 60 days notifying them of the public hearing on the Closure Impact Report.
2. Residents received the Glen Helen Mobile Home Park Closure Impact Report as well as the 12 months notice of closure on August 21, 2023.

**III. We pledge to continue to provide relocation assistance to the one resident that remains in Glen Helen Mobile Home Park**

1. The one resident remaining has a verbal agreement to relocate and is finalizing items at the new location. We expect all to go well.
2. All other residents have been relocated, signed relocation agreements, or were vacant sites or are renting a park owned home on a month to month lease.

**IV. Impact on Overall Housing Availability within the County of San Bernardino**

**Section 65863.7 of Title 7 of the California Government Code**

*(e) (1) (B) Make a finding as to whether or not approval of the park closure and the park's conversion into its intended new use, taking into consideration both the impact report as a whole and the overall housing availability within the local jurisdiction, will result in or materially contribute to a shortage of housing opportunities and choices for low- and moderate-income households within the local jurisdiction.*

1. The total number of household units in the 2020 Housing Element for the unincorporated area totals 135,075 units (**Exhibit 9** Page 2-45). The loss of 34 units is a decrease of .025% The loss of affordable household units to the County of San

Bernardino is negligible. The fact that several of these 34 mobile home household units were not even being used as a primary home makes the impact even less.

Please see “reservation of rights.” Management objects to the recently adopted re-definition of requirements which may be imposed on a mobilehome park owner for the approval of the closure of a mobilehome park. A separate attachment provided by applicant addresses applicant’s concerns respecting the appropriate extent of relocation assistance which may be provided within the constraints of state and federal law and constitutions.

In summary, the private property owner may not be held legally accountable for a lack of housing in the county. Providing adequate and sufficient housing supply is a governmental function. Park owner cannot be held accountable for government’s failure to provide adequate housing. Thus, closure may not be determined based on the contribution of the park to housing availability in the county or the situation faced after the park closes. Further requiring in-place value is not lawful and such requirements may not be lawfully enforced. Applicant proceeds under protest and with full reservation of rights.

Closure Mandated to Expel Sexually Overt Performance, Shows and Exhibitions: Applicant respectfully contends that the closure of this park is the abatement of an undesirable land use. The land was used as a “swinger’s resort” replete with public, open, and overt sexual performances, activity and conduct, all offered as entertainment. It startles the conscience to contemplate perpetuation of prurient interests and displays for consenting adults, in an “all age” (family) mobilehome park for children--in which children are legally permitted to reside.

Previous land use appears to have attracted public entrants seeking to sate prurient interests, together with park inhabitants, guests and invitees alike—so much so that applicant posted a sign at the front of the park announcing the closure of the sex shows, performances and events (later conveniently mis-described as notice of park closure).

Fair Housing Obligations: Specifically, the brothel-like conditions occurred within a park deemed an “all age” housing facility for purposes of the Federal Fair Housing Amendments Act of 1988. The FHAA protects the rights of children under 18 to unrestricted access to all common areas of housing facilities and services, including mobilehome parks. Thus, under federal and state law, children may not be subject to restricted hours of use, required parental supervision, or exclusion from facilities. Children in an all age housing facility like a

mobilehome park are legally required to have access to all common areas, and in this instance, to open and overtly sexually explicit performances, shows, displays, and exhibitions. Exposing children to sexually explicit conduct would constitute, among other violations of law it is believed, contributing to the delinquency of a minor. Such laws were also included, as existing legal requirements, and provided to for the edification of the residents (after applicant acquired the park). In an all age facility, it is up to the parents to decide the maturity level of their own children., Management felt compelled to provide the parents with existing legal requirements.

Minors Cannot be Allowed to be Exposed to Sexually Explicit Conduct: Exposing minors to explicit sexual acts would constitute crimes in the state of California. Applicant sought to educate the residents to such realities by providing a pamphlet of general laws applicable to the residents. This reinforcement of applicable law introduced no new requirements for conduct or conditions. Despite some labelling such as notice of existing law as rule changes, only the reinforcement of existing law was provided.

Closure Qua Abatement of a Undesirable Land Use: Terminating land use means terminating the activities of the previous owner. Like closing a hazardous, toxic land use, closure of this park is in the public interest and for the betterment of the health and safety of the public. Closing that chapter is permanent assurance of no such nuisance will occur on these parcels again.

**OPTION I**

**State Required Mitigation for Resident Mobile Home Owners**

**Payment of the Appraised In-Place Value of the Residents Mobile Home as Outlined in the Closure Impact Report**

- Resident will sign the legal documents outlining the mitigation agreement. The agreement will outline that date the resident will vacate the mobile home, sign title of the mobile home to the Park owner as well as define the amount and timing of the payment equal to the appraised in-place value of the mobile home.

**OPTION II**

**State Required Mitigation for Resident Mobile Home Owners**

**Payment of Reasonable Relocation Costs to Move Resident Mobile Home Owner and Mobile Home to Another Mobile Home Park**

	<u>Singlewide</u>	<u>Doublewide</u>
<b>1 Person Household</b>	<b>\$ 25,469.00</b>	<b>\$ 48,214.00</b>
<b>2 Person Household</b>	<b>\$ 25,789.00</b>	<b>\$ 48,726.00</b>
<b>3 Person Household</b>	<b>\$ 26,709.00</b>	<b>\$ 50,198.00</b>
<b>4 Person Household</b>	<b>\$ 27,029.00</b>	<b>\$ 50,710.00</b>

- Resident mobile home owner relocates with their mobile home to another mobile home park of their choice within 125 miles.
- Itemization of estimated Relocation Costs:

	<u>Singlewide</u>	<u>Doublewide</u>
1. Tear down home, porches, skirting, awnings and accessory structures;	\$ 23,200.00	\$ 45,200.00
Transport mobile home and accessory structures to new location:		
Set up mobile home and accessory structures on space in mobile home park		
2. Allowance for moving furniture and personal belongings that are not able to remain in the home while it is being transported.	848.67	1,042.33
3. Shed Allowance	500.00	500.00
4. Per Diem allocation (a):	5 Days	8 Days
1 Person = \$184/Day	920.00	1,472.00
2 Persons = \$248/Day	1,240.00	1,984.00
3 Persons = \$432/Day	2,160.00	3,456.00
4 Persons = \$496/Day	2,480.00	3,968.00
(a) Per Diem based on double occupancy per room and the US General Services Administration per diem for San Bernardino County 2023 as detailed in <b>Exhibit 18</b> .		

- Single and Double wide homes are defined by the Department of Housing and Community Development as stated on the Title of the mobile home.