

Item 7 Attachment B

[3rd draft/Revised 1.30.95]
Memorandum of Understanding
between
City of Napa Mobilehome Owner's Association
& City of Napa Mobilehome Park Owner's Association*

Napa Mobilehome Owner's Association and Napa Mobilehome Park Owner's Association have agreed to various programs, principles and guidelines for the mutual benefit of the mobilehome owners and the park owners in the City of Napa.

The parties recognize that each of the mobilehome parks within the City of Napa and the mobilehome owners living in each park are unique and have different goals, requirements and concerns, and the principles and guidelines set forth below must be interpreted in a flexible, but judicious manner. It is the intent of this Memorandum Of Understanding (MOU) that the parties implement and abide by the programs, principles and guidelines set forth below to the greatest possible extent and that they do so in good faith. The parkowners agree to distribute a copy of the MOU to all homeowners and potential homeowners.

The parties intend for this MOU to promote success and stability of the parks and to improve communication and understanding between park residents and park owners and to provide a low cost and effective way to resolve disputes which could arise between park residents and park owners.

The signatories below agree to the following programs, principles and guidelines:

1. Provide a mechanism to continue NCRIMS' mediation: The parties agree that NCRIMS' mediation services should remain available to the parties to help resolve any future problems that may arise in the parks. Recognizing that funding of this valuable service can be a burden to the City, the park owners agree to pay their fair share of the NCRIMS' budget related to mobilehome park mediation services.

2. Provide a Program to assist Residents in need: The park owners also recognize that there are residents whose incomes have not kept pace with rising living costs and that these residents need assistance from private and governmental sources to remain in their homes. The park owners agree to offer to implement a private rent subsidy program which would follow the provisions of the Residency Preservation Program already in effect at the Napa Valley Mobile Home Park [Format is available through the park management office or NCRIMS].

* City of Napa Mobilehome Park Owner's Association does not include Miller & Pueblo Trailer Parks at this time

3. Guidelines for Rent Adjustments, Park Maintenance and Capital Improvements:

Space rent adjustments should be reasonable and should follow these guidelines:

a. Park owners are encouraged to break out from the base rent on the space; the costs for the utilities supplied to each space (gas, electric, sewer, water, cable television etc.) in the manner provided by law. These costs should not be compounded when a percentage base rent increase occurs and should be billed as a separate item. Any future increase included in utility costs should be paid by the homeowner.

b. Annual increases in base rent shall be limited to the San Francisco/Oakland Consumer Price Index ("CPI") plus 1% with a base of 3% and a cap of 7%.

c. At least once each year, the park owner should communicate with the residents regarding the park owner's plans for park maintenance, repair, or capital improvements. Additional rent adjustments would be appropriate in the event that a park owner experiences extraordinary capital improvement or replacement costs. Any such rent adjustments would be preceded by communication between the park owner and the residents and would be supported by documentation evidencing the actual cost of the extraordinary capital improvement or replacement cost. It is understood that normal on-going repair and maintenance costs should not be considered to be capital improvement or replacement costs. It is also understood that, if a park owner wishes to adjust rents on account of the addition of a totally new capital improvement which did not previously exist, then the park owner should obtain the consent of a majority of the residents before such rent adjustment is implemented. Appropriate costs would be amortized over the useful life of the capital expenditure and the rent increases and termination date would be separately stated on the resident's rent statement.

d. Additional rent adjustments would be appropriate in the event that the park owner experienced extraordinary cost increases. Any such rent adjustments would be preceded by communication between the park owner and the residents and would be supported by documentation evidencing the actual cost of the extraordinary cost increase.

e. Vacancy Control: There will be no increase in rent upon sale of a mobilehome.

4. Provide Options for Residents who must leave the Park environment and are having difficulties selling their mobilehome due to Hardship Circumstances: Park owners recognize that from time-to-time individual residents may have difficulty selling a mobilehome because of market conditions or because of personal hardships. Under these "hardship" circumstances, the parties agree that it would be desirable to offer the alternative of subletting the mobilehome for a reasonable period of time. The subletting would be carefully controlled through appropriate procedures so as not to affect adversely the other residents of the parks or the prudent operation of the parks by the park owners. [Format is available through the park management office or NCRIMS]

5. Review of MOU by NCRIMS: The effectiveness of this MOU will be reviewed by NCRIMS six months from its effective date. NCRIMS will conduct such review in the manner it deems reasonably appropriate and will report its findings in writing to the Napa City Council. Thereafter, NCRIMS will review this MOU on an annual basis or such period as may be subsequently agreed to in writing by the parties.

6. Meetings between the Parties: The parties shall appoint certain representatives and those representatives shall meet within six months from the effective date of this MOU to discuss any matters of mutual concern regarding the MOU or mobilehome park issues in general. Thereafter, the representatives shall meet annually, or at whatever mutually agreed upon interval.

7. Joint Resolution to City of Napa to Control Cost Increases Affecting the Parks and Residents: As soon as practical after the execution of this MOU, the parties will send a Joint Resolution the Napa City Council. [See Attachment C]

It is understood that this MOU does not apply to mobilehome spaces which would be exempt from local rent control; the rental of recreational vehicle spaces; and the rental of mobilehomes located within the parks.

Joint Resolution to City of Napa to Control Cost Increases Affecting the Parks and the Residents: As soon as practical after the execution of this MOU, the parties will prepare and send forthwith to the City Council of the City of Napa a Joint Resolution similar to the following:

"RESOLVED that the Napa Mobilehome Owners' Association and the Napa Park Owners' Association hereby request that the Honorable City Council of the City of Napa, with due consideration for rights of mobilehome park residents and park owners and in recognition of the intent of these parties to work together to implement innovative and model programs to improve the quality of life in the mobilehome parks within the City of Napa, take all reasonable action, regarding matters over which the City Council exercises jurisdiction or influence, to prevent mobilehome park owners or residents from being subjected to cost increases (e.g., for utilities, taxes, assessments, fees, City or government services, etc.) in excess of the increase in the Consumer Price Index-All Urban Consumers for the San Francisco/Oakland area."

The parties whose signatures appear below agree to this MOU in principle and recognize that the principles of this agreement are to be followed in a just and prudent manner. Furthermore, it is recognized by all parties that the terms of this agreement are non-binding, and therefore either the City of Napa Mobilehome Owners Association or the City of Napa Mobilehome Park Owner's Association may petition NCRIMS or the Napa City Council for a review of the abovementioned points.

George Altamura
George Altamura
Valley Mobile Home Park

Jack Newell, Jr.
Jack Newell, Jr.
Newell's Mobile City

Ed Diggs, Jr.
Ed Diggs, Jr.
Rexford Mobile Estates

Jean M. Phillips
Jean Phillips
President/CNMOA

Bob Carner
Bob Carner
Vice President/CNMOA

Mary Richards
Mary Richards
Secretary/CNMOA

Wayne Fritsch
Wayne Fritsch
Oaktree Vineyard

Mervia Sampson
Mervia Sampson
Laguna Village

Rick Garibaldi
Rick Garibaldi
Napa Valley Mayor

R.M. "Bud" Schroeder
R.M. "Bud" Schroeder
Member-at-Large/CNMOA

Read Harris
Read Harris
Grandview Mobile Home Park

Bill Schweinfurth
Bill Schweinfurth
Napa Valley Mobile Home Park

Forrest Hohbach
Forrest Hohbach
Vice President/CNMOA

Vio Smith
Vio Smith
Valley Estates

Jack Newell, Jr.
Jack Newell, Jr.
Salvador Mobile Estates

Lorraine J. Wiggins
Lorraine Wiggins
Treasurer/CNMOA

Jo Ann Duesenbark
Jo Ann Duesenbark
Napa City Council Liaison

Ellie Hubbard
Ellie Hubbard
Executive Director/NCRIMS

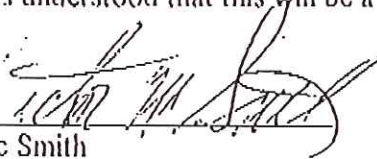
Louise Krans
Louise Krans
Mediator/NCRIMS

Addendum 2.14.95 to
[3rd draft/Revised 1.30.95]
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Because of historical factors, if there is a resale of any of the following nineteen (19) mobilehomes at Valley Estates, there will be an increase of thirty-five dollars (\$35.00):

73	78	106	218
74	83	203	223
75	85	205	224
76	101	211	338
77	103	213	

It is understood that this will be a one time only increase.


Vic Smith

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Howell's Mobile City

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Mary Richards
Mary Richards
Secretary/CNMOA

Wayne Friesel
Wayne Friesel
Oaktree Vineyard

Maryla Sampson
Maryla Sampson
Laguna Village

Rick Garibaldi
Rick Garibaldi
Napa Valley Manor

R.M. (Bud) Schroeder
R.M. "Bud" Schroeder
Member-at-Large/CNMOA

Reed Hazels
Reed Hazels
Grandview Mobile Home Park

Bill Schweinfurth
Bill Schweinfurth
Napa Valley Mobile Home Park

Forrest Hohlbach
Forrest Hohlbach
Vice President/CNMOA

Vic Smith
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Lorraine Wiggins
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John Husebark
John Husebark
Napa City Council Liaison

Ellie Hubbard
Ellie Hubbard
Executive Director/NCRIMS

Louise Kraus
Louise Kraus
Mediator/NCRIMS

SALVADOR
MOBILE
ESTATES

4421 SOLANO AVENUE NAPA, CALIFORNIA 94558 (707) 255-1155

March 30, 1995

Dear Residents:


In February 1995, our Park signed the Napa Memorandum of Understanding which is an agreement between the Napa Mobilehome Owners' Association and the Napa Park Owners' Association. The purpose of the Agreement is to improve communication and harmony within the mobilehome parks within the City of Napa. Please find attached a copy of the Memorandum of Understanding.

We would like to explain two of the programs which the park will now offer as a result of the Memorandum. The first being the Rent Subsidy Program. This program is intended to keep rents stable for long-time residents living in the Park who may have a very low income. Generally a very low-income is defined as monthly income less than \$1388 per month for a one-person household or \$1588 for a two-person household. The other program that the park is now offering is intended to help residents who are having difficulty selling their homes or who must leave the Park for a lengthy period of time and who would have a difficult time paying their space rent while they are absent. To help these residents with their hardship, the Park may allow those residents to "sublet" their homes. This would be only allowed under certain conditions, and with management's approval. We have attached with this letter, "Information and Procedures" notices, to help inform you of the terms and conditions of both of these programs. If you need any help in answering any questions you might have about either of these programs, please feel free to contact our Park's office.

Salvador Mobile Estates is proud to be a part of the Memorandum of Understanding and we hope that the programs described above will be of benefit to residents who may be experiencing financial hardship.

Also feel free to contact Ms. Elle Hubbard, Executive Director for Napa County Rental Information and Mediation Services, at (707) 253-2700, for any questions you may have.

Sincerely,


Jack H. Newell, Jr.

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1

Joint Resolution to the City of Napa
Requesting the Control of Cost Increases Affecting Mobilehome Parks & Residents

BE IT RESOLVED that the Napa Mobilehome Owner's Association and the Napa Park Owners' Association hereby request that the Honorable City Council of the City of Napa, with due consideration for rights of mobilehome park residents and park owners and in recognition of the intent of these parties to work together to implement innovative and model programs to improve the quality of life in the mobilehome parks within the City of Napa, take all reasonable action, regarding matters over which the City Council exercises jurisdiction or influence, to prevent mobilehome park owners or residents from being subjected to cost increases (e.g., for utilities, taxes, assessments, fees, City or government services, etc.) in excess of the increase in the Consumer Price Index-All Urban Consumers for the San Francisco/Oakland area.