

To: The City of Fresno Mobilehome Park Rent Review and Stabilization Commission  
 The City of Fresno Code Enforcement Division  
 The City Attorney's Office

From: Leonda Johnson, Residents Committee Chair, Country Living Mobile Home Park

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Regarding the non-automatic rent increase request of \$37.07 per affected space, we have several issues that we were not able to resolve with the park owner Brenda Aguilar. We have detailed the issues and provided evidence supporting our reasons and actions in this matter.

**Negotiation failure due to limited written response from the owner:**

We requested twice in writing [pages 4-5] and twice by verbal message via the manager Vicky to speak and negotiate with the owner. We were not contacted for negotiations, and were only given a letter [page 6] with three options for repayment of a loan amount, bank fees, titling fees and interest for the project of road maintenance. This letter states that we "requested payment options", that is incorrect. As we could not force her to speak with us, we took the last line of her letter to the residents committee as her form of negotiation as it was the only communication we had from her regarding the non-automatic request. The residents committee has not had this type of rent increase application before. We had attempted to negotiate following the FMC Sec 12-2010 (a) and (b) [page 7], but the letter was the only thing we had to go on, and felt that we could not delay the vote beyond the listed timeline. It was not until after a phone call with Sarah Papazian on August 15th, that we were given a date and time for a conference call to try and negotiate and bring our objections to the owner and her application. It was noted afterwards by all the committee members present, that we felt she was not open to hearing any point other than hers during the call.

**We have the following unresolved objections and concerns from the owner's application and conference call:**

The resurfacing of the roads, resurfacing of the guest parking stalls along the roads, resurfacing of the RV Storage parking lot, repainting the fire lane red curbs with white markings, repainting the space numbers on the curbs, sealing the permit parking lot and repainting the markings within, sealing the clubhouse guest parking lot and repainting the marking within and reinstalling parking blocks where they were removed is maintenance and not "capital improvement" as was listed in the owners application. Here are the reasons we have this position along with our supporting documents.

1. The definition of capital improvement listed in FMC Article 20 Sec12-2003 (c) [page 8], shows that capital improvement for mobilehome parks under the Ordinance is for "more than repair, replacement, or rehabilitation of an existing facility or improvement". By this definition, resurfacing the existing roads along with everything listed above, is not capital improvement.
2. The owner listed the reason for this request as capital improvements, however, it is required maintenance of existing road infrastructure per 798.15(d) of the Mobilehome Residency Law [page 9].
3. City of Fresno Fire Department prevention manual 403.005 [pages 10-12] and 403.002 [pages 13-21] and FMC Sec 10-50505.1 [page 22] shows that fire lane roads, fire lane markings and address numbers are required by the property owner and must be maintained. Maintaining the road for Fire Department access, repainting the red curbs, marking "fire lane no parking" and remarking our space numbers is maintenance and not capital improvement.

4. The invoice and scope of work the owner provided to us from Anderson Construction listed the maintenance done as asphalt removal and replacement. According to their website, they make a distinction between “new asphalt paving” and “removal and replacement” of asphalt [pages 23-26]. The invoice and scope of work letter also show that the work done was to “existing drainage plan” and “existing markings”. No part of the work done added anything new or changed anything from the existing infrastructure. Additionally, the invoice and scope of work do not show the slurry sealing that was done to the two parking lots. According to the City of Fresno street maintenance and landscape division webpage, doing work on existing road infrastructure of pothole repair, resurfacing of roadways and slurry sealing are road maintenance. [page 27]
5. This road maintenance project does not meet the definition of capital improvement or warrant the cost of maintaining the road being passed on to the residents. There will always be ordinary wear and tear as listed in Sec 12-2012 (h) of FMC Article 20 [page 28], but deferring maintenance [page 29] does not make repairing that ordinary wear and tear capital improvement.
6. During our negotiation conference call, the owner Brenda said several things that the residents committee disagrees with and have concerns about. We have included a transcript of that call. [page 30]
  - a. She stated that the roads were unrepairable; we do not believe that is the case. The roads needed maintenance in some places, but they were not all unrepairable as she stated.
  - b. She stated that her CPA told her she could list the maintenance as capital improvement because it had been over 30 years since they had done it. We believe she is confusing IRS tax law with California Civic and Municipal Codes for what can be requested on her application for rent increase.
  - c. She stated that Sarah Papazian told her before she submitted her application that she could list the road maintenance as capital improvement, we do not believe that is true.
  - d. She stated that she is asking us to pay back the loan amount with bank fees, titling and interest over 15 years, but she is paying back the bank in 10 years. She is asking us to pay 5 years of interest over the amount she admitted she will be paying. We believe this is fraud [page 31] and illegal. In the supporting documents portion of her application she gave us some loan paperwork, and it listed a 10 year maturity rate [pages 32-33]. She also passed on all of the bank fees and titling cost of this loan even though the principal amount [pages 34-35] was for \$950,000.00 and not all of that was for the bill from Anderson Construction [page 24]. She is asking us to pay an extra \$166,188.93 of interest over the amount she is paying [page 36].

**Just, fair, and reasonable factors we considered:**

In addition to the reasons above, we believe that a just, fair, and reasonable return on investment for the owner has been and continues to be met, which therefore allows for regular maintenance of our park. There are 2 mobilehome parks within our close proximity that are under the same ordinance; Ashwood Place and Millbrook Mobilehome Village [page 37]. According to the managers of each park, and the information available from the City of Fresno, their average rents are lower than our average rent [pages 38-42], suggesting that a just fair and reasonable return on investment for the owner is already being met according to Sec 12-2002 (b), Sec 12-2012 (c), and (k) of FMC Article 20 [pages 43-45]. Brenda has owned Country Living for the last 9 years and has taken the full CPI increase allowed each year for a total of 24.035% [pages 46-54]; that percentage of increase should be sufficient enough to cover changes to reasonable operation and maintenance expenses as listed in FMC Sec 12-2012 (g) [page 44]. We have also collected signatures from the residents on a community statement that says in part; “the roads were safe and habitable”; and “Maintenance and resurfacing were neglected in certain areas; however, walking and driving throughout the community was not an issue” [pages 55-66]. Based on the community statement, residents comments during our all park meetings and that the residents committee has not had any written or verbal complaints as to the conditions of the

roads and parking areas, we believe that FMC Sec 12-2012 (i) [*page 44*] is also not a factor that would allow this rent increase.

**Conclusion:**

The Residents Committee concludes that the road maintenance done to the current road infrastructure cannot be listed as “capital improvement” on the owners application and we ask that the non-automatic rent increase request of \$37.07 per affected space be denied in full by the Commission. Our rent should not be raised to cover required safety and regular maintenance of the roads that should have been ongoing for the last 9 years that Brenda has owned the park. We also find it deeply wrong that she did not want to negotiate any point of her request, and instead held firm to asking the residents to pay for this maintenance while at the same time trying to pass loan fees and titling fees for a loan that was more than she knew the project was going to cost, as well as 5 extra years of interest that she will not be paying. We ask that you consider this letter, attached evidence, statements and testimonials when you make your decision. We thank you in advance for your time.

To: Brenda Aguilar - Owner  
Vicky DuRand - Manager

From: Residents Rent Committee

Please provide the corrections needed on page 15 of the calculations form. Space 144's rent is listed incorrectly as \$605.54. Per the rent on December 1st 2024, it should be \$605.36.

We are also requesting additional:

Supporting documents showing better details of the work done to the roads. An estimate and or invoice showing the full amount before the \$170,233.00 payment. A waiver of progress payment for the \$170,233.00 or other document showing this payment was for this project started in 2025.

Supporting documents showing that a loan was taken out for this capital improvement as listed on your application. Supporting documents for the 7% interest added to the listed loan on your application.

We would also like to set up a time to speak either in person or via phone conference call to negotiate the requested increase of \$35.38 per the ordinance Article 20 Sec12-2010. Please let me know if you would like to proceed with a meeting to speak with the resident's rent committee. Please call me if you have any questions. Thank you.



Leonda Johnson  
Residents Committee Chair  
559-287-4095

To: Brenda Aguilar - Owner  
Vicky DuRand - Manager

From: Residents Rent Committee

I received the completed packet on Wednesday August 6th from Vicky. Thank you for providing the additional documents we requested from the first packet.

As to the letter you wrote about options for repayment of the capital improvement of the roads, the first two are not options you can offer the residents, per the Ordinance Article 20 Sec 12-2003 (c) and IRS Publication 946 Sec 4 Sub Sec 5.

We took your letter to mean that those were the only negotiation points you were open to. Unless you wish to speak on the phone to further negotiate, we will take the application as given us, with the 15 year repayment at \$37.07 per month to the residents to vote on. As it was listed in your letter as the 3rd option and only option we can accept from the corrected application on August 6th, 2025.



Leonda Johnson  
Residents Committee Chair  
559-287-4095



3550 N Duke Ave  
Fresno, Ca 93727  
559-291-2281

Aug 5th, 2025

To: Tenant Committee of Country Living Mobile Home Park

RE: Road Improvement Costs

Dear Tenant Committee,

Following the correction of calculation errors, please find the updated figures for the capital improvement of the road project below:

**Project Costs:**

Loan Amount: \$680,932.00

Banking & Title Fees: \$17,814.75

Total Project Cost: \$698,746.75

As requested, I have provided three payment options for your consideration:

**Option 1: No Loan (One-Time Cost)**

Total Project Cost: \$698,746.75 ÷ 173 spaces = \$4,039.00 per space

**Option 2: 10-Year Amortized Loan**

Interest Over 10 Years at 7.339%: \$289,531.30

Total with Interest: \$988,278.05

Monthly Cost Per Space: \$47.60

**Option 3: 15-Year Amortized Loan**

Interest Over 15 Years at 7.339%: \$455,720.23

Total with Interest: \$1,154,466.98

Monthly Cost Per Space: \$37.07

Please review these options carefully for discussion and selection.

Sincerely,

Brenda Aguilar  
Park Operations

←We did not request payment options. We requested a call to negotiate.

Since the owner listed the road maintenance as "capital improvement", we chose the only option that fit for the least amount of increase. The residents committee felt stuck, as we had no way to force a phone call for further negotiations.

mobilehome park in the schedule established by the Commission pursuant to subdivision (c) of Section 12-2006. The rent for a mobilehome space may not be increased more than once in any twelve-month period.

(b) A rent increase application shall be submitted on forms prescribed by the Director and shall contain at least the following information:

- (1) The address of the mobilehome park;
- (2) The space number of each mobilehome park space for which a rent increase is requested;
- (3) The amount of the requested rent increase, for each affected mobilehome space stated in dollars and cents;
- (4) The facts supporting the requested rent increase, including all supporting documentation.

The owner shall include in a single rent increase application all rent increases desired for a particular mobilehome park. The owner shall sign the rent increase application under penalty of perjury. A copy of said application shall be submitted to the Director.

(c) Within five days after receipt of a rent increase application, the Chair shall determine if the application is complete pursuant to subsection (b) above and shall notify the owner of any additional information or documents required to make the application complete. The owner shall submit such additional information within ten days after notice from the Chair.

(d) Within five days after receipt of complete rent increase application, the chair shall give written notice of the application to the residents of the mobilehome spaces specified in the application and the Resident's Committee of the affected mobilehome park. These notices shall be in addition to the ninety-day notice the owner is required to give pursuant to Section 798.30 of the California Civil Code and any other notice required by law. (Added Ord. 87-170, § 1, eff. 1-8-88; Am. Ord. 93-33, § 5, eff. 6-4-93; Am. Ord. 93-51, § 1, eff. 9-24-93; Am. Ord. 96-12, § 2, eff. 3-22-96).

#### SEC. 12-2010. - RESIDENTS' COMMITTEE REVIEW OF AND DECISION OF RENT INCREASE APPLICATION.

(a) Upon receipt of notice of the rent increase application from the owner, the Residents' Committee and the owner shall set a mutually agreeable date to meet and attempt to negotiate a mutually acceptable rent increase. The date of such meeting shall not be later than ten days after the date of receipt of the notice from the owner. The meeting may be continued as mutually agreed by the owner and the Residents' Committee. The owner shall deliver to the Residents' Committee four days prior to such meeting any additional information requested by the Residents' Committee which is relevant to the requested rent increase.

(b) Not later than five days after the conclusion of the meeting with the owner, the Residents' Committee shall (1) meet at a reasonably convenient time and place with the residents of all mobilehome spaces identified in the rent increase application, (2) obtain the votes of such residents, by written secret ballot, to accept or reject the rent increase, and (3) notify the owner in writing of the decision of the residents. The rent increase submitted to the residents for a vote shall be in the amount agreed to by the owner and the Residents' Committee pursuant to subdivision (a) or, if the owner and the Residents' Committee were unable to agree, the amount requested by the owner in the rent increase application. The rent increase shall be deemed accepted unless it is rejected by the votes of at least fifty-one percent of the affected residents actually voting on the rent increase, provided the residents of at least thirty percent of the mobilehome spaces identified in the rent increase application participate in such voting.

(c) "Capital improvement" means an addition or betterment made to a mobilehome park which consists of more than repair, replacement, or rehabilitation of an existing facility or improvement, which is required to be amortized over its useful life by the income tax laws of the United States, and which has a useful life of five years or more.

(d) "Chair" means the Residents' Committee chairperson as elected under Section 12-1905 of this ordinance.

(e) "Day," when used in the context of time limitation, means working day, excluding Saturdays, Sundays and holidays.

(f) "Director" means the Director of Housing and Neighborhood Revitalization Department of the City of Fresno.

(g) "General Property Tax" means a tax levied by a city or county government on the value of the real property the taxpayer owns on a specific date.

(h) "Governmental Fee" means a charge fixed and levied by a local, state or federal government or governmental agency for the services rendered or for use of a privilege under the control of a government or governmental agency, such as a permit or license fee.

(i) "Mobilehome" means a structure as defined by Section 798.3 of the California Civil Code and any recreational vehicle as defined in Section 799.24 of the California Civil Code that has been in place in any park for a period of nine months or more.

(j) "Mobilehome park" means any area of land in the city where mobilehome spaces or recreational vehicle spaces occupied by a recreational vehicle(s) for a period of nine months or more are rented or held out for rent.

(k) "Mobilehome space" means a site within a mobilehome park intended or used for location or accommodation of a mobilehome or recreational vehicle, the latter for a period of nine months or more, and any accessory structures, appurtenances or equipment attached thereto or used in conjunction therewith.

(l) "Municipal Utility" means any utility (water, sewer, trash/recycling collection, power) service provided to park residents by a municipality. This definition excludes gas and electric services provided by a public utility subject to Public Utilities Code Section 739.5 and utilities supplied privately by park owners.

(m) "Owner" means the owner, lessee or operator of a mobilehome park, or an agent, manager or representative authorized to act on behalf of such owner, lessee or operator in connection with operation or maintenance of the mobilehome park.

(n) "Rehabilitation" means any repair or renovation work performed in a mobilehome park in order to comply with an order or direction of a public agency having jurisdiction, or to repair any damage resulting from earthquake, fire, flooding or other casualty.

(o) "Rent" means the consideration, including without limitation money, benefits, gratuities and security deposits, demanded or received for occupancy or use of a mobilehome space and any services or amenities in connection with such use or occupancy, or for the subletting of a mobilehome space or transfer of a lease of a mobilehome space. "Rent" does not include any amount paid for use of the mobilehome itself or any amounts paid for water, gas, electricity or other utility services that are separately metered and billed directly to the individual mobilehome.

(p) "Resident" means a person entitled to occupy a mobilehome pursuant to ownership thereof, or pursuant to a rental, lease or license arrangement with the owner thereof, and who has a tenancy in the mobilehome park in which the mobilehome is located.

#### 798.14. DELIVERY OF NOTICE

- (a) Unless otherwise provided, all notices required by this chapter shall be either delivered personally to the homeowner or deposited in the United States mail, postage prepaid, addressed to the homeowner at his or her site within the mobilehome park.
- (b) All notices required by this chapter to be delivered prior to February 1 of each year may be combined in one notice that contains all the information required by the sections under which the notices are given.

(Amended by Stats. 2012, Ch. 478, Sec. 1. (AB 2150) Effective January 1, 2013.)

### ARTICLE 2 – RENTAL AGREEMENT

#### 798.15. IN-WRITING AND REQUIRED CONTENTS

The rental agreement shall be in writing and shall contain, in addition to the provisions otherwise required by law to be included, all of the following:

- (a) The term of the tenancy and the rent therefor.
- (b) The rules and regulations of the park.
- (c) A copy of the text of this chapter shall be provided as an exhibit and shall be incorporated into the rental agreement by reference. Management shall do one of the following prior to February 1 of each year, if a significant change was made in this chapter by legislation enacted in the prior year:
  - (1) Provide all homeowners with a copy of this chapter.
  - (2) Provide written notice to all homeowners that there has been a change to this chapter and that they may obtain one copy of this chapter from management at no charge. Management shall provide a copy within a reasonable time, not to exceed seven days, upon request.
- (d) A provision specifying that (1) it is the responsibility of the management to provide and maintain physical improvements in the common facilities in good working order and condition and (2) with respect to a sudden or unforeseeable breakdown or deterioration of these improvements, the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. For purposes of this subdivision, a reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.
- (e) A description of the physical improvements to be provided the homeowner during ~~his or her~~ the homeowner's tenancy.
- (f) A provision listing those services which will be provided at the time the rental agreement is executed and will continue to be offered for the term of tenancy and the fees, if any, to be charged for those services.
- (g) A provision stating that management may charge a reasonable fee for services relating to the maintenance of the land and premises upon which a mobilehome is situated in the event the homeowner fails to maintain the land or premises in accordance with the rules and regulations of the park after written notification to the homeowner and the failure of the homeowner to comply within 14 days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by management if the services are performed by management or its agent.
- (h) All other provisions governing the tenancy.
- (i) A copy of the following notice. Management shall also, prior to February 1 of each year, provide a copy of the following notice to all homeowners:

**IMPORTANT NOTICE TO ALL MANUFACTURED HOME/MOBILEHOME OWNERS: CALIFORNIA LAW REQUIRES THAT YOU BE MADE AWARE OF THE FOLLOWING:**

The Mobilehome Residency Law (MRL), found in Section 798 et seq. of the Civil Code, establishes the rights and responsibilities of homeowners and park management. The MRL is deemed a part of the terms of any park rental agreement or lease. This notice is intended to provide you with a general awareness of selected parts of the MRL and other important laws. It does not serve as a legal explanation or interpretation. For authoritative information, you must read and understand the laws. These laws change from time to time. In any year in which the law has changed, you may obtain one copy of the full text of the law from



## SECTION 403.005 FIRE LANE MARKING REQUIREMENTS ON PRIVATE PROPERTY

### PURPOSE

The purpose of this policy is to clarify the Fresno Fire Department's (FFD or Department) requirements related to the approved marking of fire lanes on private property. These requirements help to ensure that approved emergency access is provided and maintained as required in the California Fire Code (CFC) and California Vehicle Code (CVC).

### APPLICATION

This policy applies to all sites, locations, buildings and facilities where required fire lanes are installed on private property within the Department's service area, including contract service areas.

### OPERATIONAL POLICY

Based upon the need for uniformity in application across the Department's diverse service delivery area, and after careful deliberation, the Department has determined the following:

#### Fire Lane Marking

Required fire lanes shall be designated by painting the curb (top and side) red and stenciling the words "Fire Lane No Parking" in 3-inch white letters on the most vertical curb, with intervals of less than every 50 feet.

If no curb is present, a minimum 6-inch-wide red stripe shall be painted along the edge of the roadway with the words "Fire Lane No Parking" in 3-inch white letters on the red stripe with intervals of less than every 50 feet but shall include lettering at the beginning and end of the fire lane.

Signs may be used in conjunction with, or in lieu of, curb painting. The curbside signs shall be at a minimum designed as follows:

1. The sign shall be a minimum of 12" x 18" sign, constructed of at least .080" thick aluminum.

2. Background and lettering shall be Type IV - High Intensity Prismatic (HIP) sheeting which meets the requirements of ASTM D4956-09 Type IV, and shall include a minimum, one (1) millimeter thick protective overlay film which also meets ASTM D4956 requirements.
3. The sign background shall be white with red letters that reads "FIRE LANE NO PARKING" in minimum 3-inch red letters.
4. Signs shall be placed at the beginning and end of the designated fire lane and be at maximum intervals of 50' between signs. Directional arrows must be placed on the signs to indicate the extent and direction of the fire lane (←, ↔, →).
5. Signs must be set at least 18 inches, but not more than 24 inches, away from the curb and must have a finished height of 7 feet to the bottom of the sign.
6. Signs must not be obstructed by landscaping, street fixtures, etc. and must be readily visible from a vehicle.

#### Entrance Signs

In order to comply with CVC requirements allowing towing from private property, signs shall be installed at all public entrance driveways.

#### Emergency Access Only Gate Signs

Emergency access gates across entrances that have been designed only for use by emergency services personnel must be designated on the property's site plan prior to construction.

Gates installed across emergency access entrances without a permit, may result in the property owner being subject to enforcement action, including citation.

It is the obligation of the property owner to obtain a permit for the installation of a gate across an emergency access entrance prior to commencing work.

The sign below is required on both sides of each emergency access gate:

"FIRE LANE" (in 6-inch-high letters)  
"VEHICLES REMOVED AT OWNER'S EXPENSE" (in 2-inch letters)  
"FRESNO POLICE DEPARTMENT @ (559) 621-7000" (in 1-inch letters)

The sign shall be constructed of at least .080" thick aluminum and include HIP sheeting which meets the requirements of ASTM D4956-09 Type IV and include a

minimum one (1) millimeter thick protective overlay film which also meets ASTM D4956 requirements.

## **OPERATIONAL GUIDELINE**

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## **PROCESS**

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## **INFORMATION**

Fire lane designations and entrance signage requirements allow property owners to have a vehicle towed from a fire apparatus access lane without first having a citation issued to the vehicle owner by the City of Fresno Police Department (COFPD). It is the obligation of the property owner to notify a towing company to have a vehicle removed subject to the provisions of the CVC.

It is the obligation of the property owner to comply with all CVC requirements and to notify the COFPD prior to having a vehicle towed from a fire apparatus access lane.

## **DEFINITIONS**

This section intentionally left blank.

## **CROSS-REFERENCES**

*California Fire Code, currently adopted edition*

*California Vehicle Code, currently adopted edition*



## SECTION 403.002 FIRE DEPARTMENT ACCESS

### PURPOSE

This policy has been established to provide clarification of the Fresno Fire Department's (FFD or Department) requirements for minimum required fire department access to all buildings, facilities, properties, etc. within the City of Fresno and contract service areas.

### APPLICATION

This policy applies to all buildings, facilities, properties, etc. within the City of Fresno and contract service areas, including those under construction.

### OPERATIONAL POLICY

Every building, facility, and property must have approved fire department access. Fire department access is a critical element in the emergency response function and is intended to provide the fire department with sufficient access to buildings to enable efficient fire suppression and rescue operations.

Fire department emergency vehicles are the longest, widest, tallest, and heaviest vehicles regularly driven on residential streets, private driveways, and alleys. The dimensions of roadways must be based on the size, height and turning radius of emergency vehicles and the fact that emergency vehicles may be required to pass one another on a roadway.

These requirements should be used in conjunction with (not in lieu of) the currently adopted California Fire Code's (CFC) provisions on fire department access.

#### A. General Fire Access Requirements:

1. All building openings must be accessible within 200 feet of a public street, private driveway, or other Fire Marshal (or designee) approved means of access.
2. All types of fire apparatus access must have a minimum clear width of 20 feet, and a vertical clearance of 13 feet, 6 inches over the entire length and width of the access.

3. Regardless of parking configurations, a minimum clear drive aisle width of 20 feet is required for all fire apparatus access. The Fire Marshal (or designee) may require an increase in all drive aisle widths due to specific site concerns and/or for aerial ladder truck access. (See: *Fire Prevention Manual*, §403.005, Requirements for Marking Fire Lanes on Private Property).
4. All types of fire apparatus access must not exceed a ten percent (10%) percent grade or contain any irregularity creating an angle of approach or departure in excess of ten percent (10%), except as approved by the Fire Marshal (or designee).
5. Required fire apparatus access roads must be provided with an approved, all-weather surface, prior to delivery of any combustible material to the site. Approved, all-weather fire apparatus access must be maintained in a serviceable condition during all phases of construction.

Alternative, or phased fire apparatus access must be approved by the Fire Marshal (or designee).

Failure of the permit applicant to maintain approved, fire apparatus access may result in the issuance of a Stop Work Order, administrative citation, and/or other penalties until approved, fire apparatus access is restored.

#### **B. Single Point of Fire Access Requirements:**

1. All buildings, facilities, and exterior storage areas sited so that all building openings or exterior storage area perimeters are within 650 feet (450 feet maximum driving distance, plus 200 feet of hose pull) of the property entrance drive approach may have a single point of access provided there are approved turnarounds which comply with this policy.

#### **C. Fire Access Turnaround Requirements:**

1. All buildings, facilities, and exterior storage areas with a single point of fire access apparatus in excess of 150 feet in length must be provided with approved fire apparatus turnarounds.
2. Fire apparatus turnarounds must be located within 150 feet of the termination of the single point of fire apparatus access entry point. Portions of the fire apparatus access road that require a fire apparatus to back up, will not include any turns or bends, except for the required turnarounds.
3. Intermediate turnarounds will be required for all buildings, facilities, and exterior storage areas, including those with multiple points of fire department apparatus access, which exceed 700 feet in length.

4. All fire apparatus turnarounds must have a minimum 44 foot centerline turning radius, a minimum length and width of 90' X 24' and minimum clear approach drive width of 22 feet, for a distance of 60 feet.
5. Fire apparatus turnarounds must be kept free of all obstructions, and the entire turnaround must be marked as a fire lane on the perimeter curb or edge of the turnaround.
6. Fire apparatus turnarounds are not permitted to be incorporated into loading zones.

#### **D. Two Points of Fire Access Requirements:**

1. Buildings, facilities, and exterior storage areas that do not meet the criteria in B (Single Point of Fire Access Requirements above) must have a minimum of two (2) points of emergency vehicle access provided.
2. The required second point of fire access may be by an approved Emergency Vehicle Access (EVA) as further described below.
3. Unusual designs will require additional points of access and proposed access must receive approval from the Fire Marshal (or designee), prior to commencement of construction.
4. When two (2) points of fire access are required because of project design or constraints, each point of fire access must be placed at a distance apart equal to, but not less than, one-half the length of the maximum diagonal dimension of the lot or area served, measured in a straight line between access points.
5. Unusual lot configurations, site restrictions or constraints, etc. that do not allow access points to meet the above requirement may be permitted, but alternate points of fire access must be approved by the Fire Marshal (or designee), prior to commencement of construction.

#### **E. Fences, Gates, Medians, and other Barrier Requirements:**

1. Where fences, gates or other barriers are installed across fire apparatus access roads, the full open width of the drive aisle must be maintained clear of gate hardware.
2. Refer to *Fire Prevention Manual*, §403.004, Emergency Services Bypass Locks for Secured Access Developments, for information regarding emergency access bypass lock requirements.

3. Temporary gates installed during construction will be provided with Fire X-1 padlocks; a padlock model is available with a red construction core for use by both the contractor and the Department. The core must be replaced with an X-1 lock by the contractor upon completion of the project.
4. Fire apparatus access roads that are separated by a median, must have a minimum access road width of 15 feet on each side of the median.

#### **F. Fire Access using Non-traditional Surfaces:**

1. Non-traditional/alternate all weather surface systems such as: turf pavers, grasscrete, etc., are not permitted in the public way as required by the City of Fresno Public Works Department.
2. The path of an alternate all weather surface system must be marked using an approved design. The path marking must be clearly visible and must be constructed of a permanent and durable means. Previous approvals have included the use of six inch (6") concrete strips or curbs.
3. Alternate all-weather surface systems may be permitted on private property, but only after approval by the Fire Marshal (or designee).
4. The design of an alternate all weather surface system must be prepared by a California Registered Civil Engineer, and must be submitted, reviewed and approved by the City of Fresno, Building and Safety Division. No installation of these materials may commence prior to the issuance of the applicable installation permit.

#### **G. Traffic Calming Devices:**

1. Vertical displacement traffic calming devices of any kind, or other pavement treatments designed to provide traffic calming are prohibited on private streets, parking facilities, etc. (See: *Fire Prevention Manual*, §403.007, Vertical Displacement Traffic Calming Devices).

#### **H. Emergency Vehicle Access (EVA) Requirements:**

1. Approved fences, gates, posts, or other barriers must be installed at each entrance to an emergency vehicle/fire department apparatus access point. Where EVA driveways are needed for connection to an interior, common access road system approved fences, gates, posts, or other barriers must be installed as required by the Fire Marshal (or designee).

2. An approved Fire X-1 padlock must be installed on every manually operated gate used solely for fire department apparatus access. The Fire X-1 padlock may be used in conjunction with owner provided, utility service provided, etc. padlocks, but all other padlocks shall not impair the free and immediate use of the Fire X-1 padlock. Where an electric gate is used for an EVA, a Click-to-Enter radio frequency gate operating system shall be provided, including for EVA access points from freeways or other high speed or volume, traffic corridors.
3. Entrances to all EVA access points must be posted with, approved, permanent and durable signage on both sides of the EVA entrance with the following wording:

“FIRE LANE” in six-inch letters,

“VEHICLES REMOVED AT OWNER’S EXPENSE” in two-inch letters, and the signs must display a telephone number a vehicle owner can call to recover their towed vehicle. (See: *Fire Prevention Manual*, §403.005, Requirements for Marking Fire Lanes on Private Property).
4. Where EVA access points are not provided with fences, gates or other barriers at each entrance, the drive aisle curb or the side of road must be marked with “FIRE LANE NO PARKING” in 50-foot intervals. (See: *Fire Prevention Manual*, §403.005, Requirements for Marking Fire Lanes on Private Property).
5. Where access to an EVA is from a public or private street that is improved with a curb, a *Public Works Standard P-67* approach shall be provided. The use of a wedged or rolled curb for a drive approach for an EVA will not be permitted.
6. Where access to an EVA gate is proposed from an adjacent parcel(s), a recorded access easement is required between all affected property owners. This access easement must be executed with the Planning entitlement through the Planning Division of the Department of Resource Management (DARM).

#### **I. Aerial Fire Apparatus Access:**

1. Where a building roof eave is more than 30 feet in height, measured from the grade of the adjacent fire apparatus access road, 26-foot minimum width driveways must be located directly adjacent to at least one long side of the building. Aerial fire apparatus access must comply with all other fire apparatus access and turnaround requirements.

2. Aerial fire apparatus access must extend at least 45 feet beyond each end of the building. This additional distance allows for fire access to the corners of the building, and to accommodate a fire department set up area outside of the building's collapse zone.
3. For unusually shaped buildings without a rectangular or square building footprint, alternate aerial fire apparatus access locations must be approved by the Fire Marshal (or designee) prior to the commencement of construction.
4. Aerial fire apparatus access must be located a minimum of 15 feet away from the nearest edge of the building as measured to the nearest edge of the aerial fire apparatus access road.
5. The maximum distance aerial fire apparatus access is permitted to be away from a building is 30 feet; however, a greater distance may be permitted when approved by the Fire Marshal (or designee). Approval may consider the height to the eave or building parapet and will be considered on a case-by-case basis.
6. Overhead utility and power lines, trees and other vegetation, as well as any other obstructions are not permitted above an aerial fire apparatus access road, or between an aerial fire apparatus road and a building.
7. Buildings designated as high-rise buildings as defined in the *California Building Code (CBC)* have no specific aerial fire apparatus access requirements.
8. Regardless of parking configurations, a minimum clear drive aisle width of 20 feet is required for all aerial fire apparatus access. The Fire Marshal (or designee) may require increases in aerial fire apparatus drive aisle width due to specific site issues and/or for aerial ladder truck access. (See: *Fire Prevention Manual*, §403.005, Requirements for Marking Fire Lanes on Private Property).

**J. Fire Department Walking Access to Building Openings (Including Hose & Equipment Access):**

1. Required fire department walking access must be designed to prevent sharp turns, and other obstacles (including landscaping) which would hinder the carrying of fire hoses, ground ladders, and other fire department equipment.

2. A required fire department walking access pathway must have an unobstructed 36" (inch) horizontal clearance, and continuous, seven foot vertical (overhead) clearance.
3. All gates installed across fire department walking access must be a minimum of four feet (4') clear width. Gates across required walking access paths must be provided with approved, Fire X-1 padlock(s).
4. Fire department walking access to building openings may also include required fire department hose and equipment access. Hose and equipment access points and pathways must also comply with all fire department walking access requirements.

## **OPERATIONAL GUIDELINE**

This section left intentionally blank.

## **PROCESS**

This section left intentionally blank.

## **INFORMATION**

This section left intentionally blank.

## **DEFINITIONS**

### **1. Common Vehicle Access:**

Common vehicle access defines private streets, driveways, and alleys which connect with a public street and are required for emergency vehicle/fire department apparatus access as well as for vehicular access by the public.

### **2. Emergency Vehicle Access:**

Where adequate common vehicle access to buildings, facilities and exterior storage areas is not provided by public streets or private driveways, emergency vehicle/fire department apparatus access must be provided for the exclusive use of emergency services vehicles.

3. Fire Department Walking Access:

Fire department walking access is an unobstructed walking path which provides continuous access connecting vehicular access to all building openings and exterior storage areas.

4. Fire Department Hose and Equipment Access:

Fire Department Hose and Equipment Access is an unobstructed walking path which provides continuous access connecting vehicular access to all building openings and exterior storage areas.

5. Aerial Fire Apparatus Access:

Aerial fire apparatus access which is located directly adjacent to the corners of multi-story buildings, positioned in such a way as to allow fire department aerial ladders to be raised to the lowest point of the "roof eave" (as defined in *California Building Code (CBC), Chapter 7A, §702A Definitions*).

6. All Weather Access:

Required fire apparatus access lanes must be provided with an approved, all-weather surface, capable of supporting 80,000-pound vehicles. The approved surface is required year round and must be maintained prior to, and during, all phases of construction.

An all-weather surface is composed of, at a minimum, four inches (4") of compacted base rock or gravel over compacted or undisturbed native soil or per approved engineering plans with a minimum of 24 feet of clear width or 20 feet minimum clear width if an approved method to prevent shoulder degradation is utilized.

7. Fire department access, as defined in this policy, includes private streets and driveways not otherwise defined under *City of Fresno Public Works (PW) Standards for Streets*.

## CROSS-REFERENCES

*California Fire Code*, Current edition

*California Building Code*  
Chapter 7a, §702A, Definitions

*City of Fresno Public Works*

Standard Drawings, Current editions

Public Works Standard P-67, Current edition

Standards for Streets, Current edition

*Fire Prevention Manual*

§403.004, Emergency Services Bypass Locks for Secured Access Developments

§403.005, Requirements for Marking Fire Lanes on Private Property

§403.007, Vertical Displacement Traffic Calming Devices

SEC. 10-50505.1. - PREMISES IDENTIFICATION.

*505.1 Address identification.* New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm) unless larger characters are specified by Planning and Development Policy 02-111 and, or, G-002. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. The requirements of Fresno Municipal Code Section 12-1300 et seq. shall be followed. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

(Added Ord. 2022-037, § 3, eff. 11-29-22)

# ANDERSON

STRIPING & CONSTRUCTION, INC.

## Invoice

Invoice Number
13912-1
Invoice Date
7/23/2025

PO Box 1014  
Kingsburg, CA 93631  
Phone: (559) 897-2760

Bill To: Country Living MHP  
3550 N Duke Ave  
Fresno, CA 93727

Re: Country Living MHP Paving  
3550 N Duke Ave  
Fresno, CA 93727

Job No	Customer Job No	Purchase Order No	Terms	Due Date
13912		3550	Net 30 Days	8/22/2025

Mill and remove parking lot. Replace asphalt and restripe pavement markings to existing.

Original Contract	\$	680,932.00
Change Orders	\$	0.00
Revised Contract Amt	\$	680,932.00
Work Completed to Date	\$	680,932.00
Less Previously Billed	\$	170,233.00
Current Billing	\$	510,699.00
Less Retainage	\$	0.00

**Total Due this Invoice \$ 510,699.00**

Thank you for your business!

# ANDERSON

## STRIPING & CONSTRUCTION, INC.

August 5, 2025

Country Living Mobile Home Park

3550 N Duke Ave.

Fresno, CA 93727

RE: Country Living Mobile Home Park Paving Work

To Whom it may Concern;

This project was approved on May 20, 2025, referencing your PO # 3550. The total proposal price was \$680,932.00.

The 25% deposit of \$170,230.00 was paid on July 15, 2025. The remaining \$510,702.00 was paid on July 30, 2025. This project has been paid in full.

The following scope of work was completed by Anderson Striping & Construction, Inc.:

- **Asphalt Removal and Replacement**
  - Saw cut and remove (4) areas of existing asphalt, to a depth of (3) inches. (Total of 207,791 SF)
  - Haul off all debris and recycle.
  - Install Up to 1" of new base rock (where necessary) Not to exceed 1300 Tons
  - Fine grade, and compact base for stability.
  - Install new hot mix asphalt to a depth of (3) inches. Not to exceed 4026 Tons
  - Roll and compact for proper finish per existing drainage plan.
- **Striping/Pavement Markings:** Prepare surface for striping by air sweeping area of work. Layout using chalk and machine-mounted lasers to achieve high quality marking. Striping scope includes the re-installation of existing markings as designated below:
  - 44 - White Stall Lines (18'x4")
  - 17 - White Stall Lines (24'x4")
  - 3 - White Stall Lines (16'x4")
  - 1 - Blue Stall Lines (18' x4")
  - 278 - LF of ADA Access Aisle/Path of Travel (4")
  - 11 - Yellow Speed Bump 3' x 26'
  - 1 - Yellow Continental Striping 5' x 27'
  - 3 - ADA Symbols
  - 3 - White 'No Parking' Legends (1')
  - 194 - White Address '# Legend

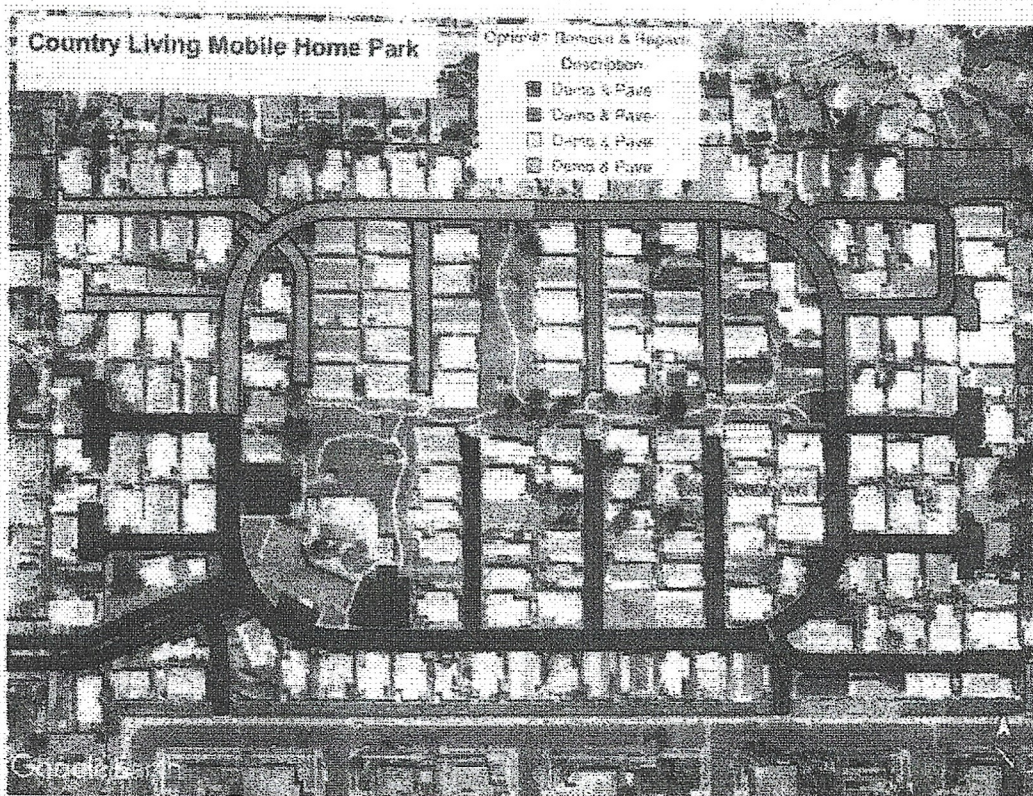
**PO Box 1014 Kingsburg, CA 93631 • Off: 559-897-2760**  
**Contractors License: CA-900497, AZ-ROC 328348, NV-0056351A, OR-183320**  
**UT-10906540-5501, WA-ANDERS830MU**  
**www.andersonstriping.com**

# ANDERSON

## STRIPING & CONSTRUCTION, INC.

- 16 - White 'Address # + Resident Parking' Legends (1')
- 17 - White 'Number' Legends (1')
- 1 - White 'Resident Only' Legends (1')
- 13559 - LF of Red Curb (1")
- Installations (Furnish and Install)
  - 54 - 3' Wheel Stops

Please see attached for the phasing map showing which areas of the Park were completed.

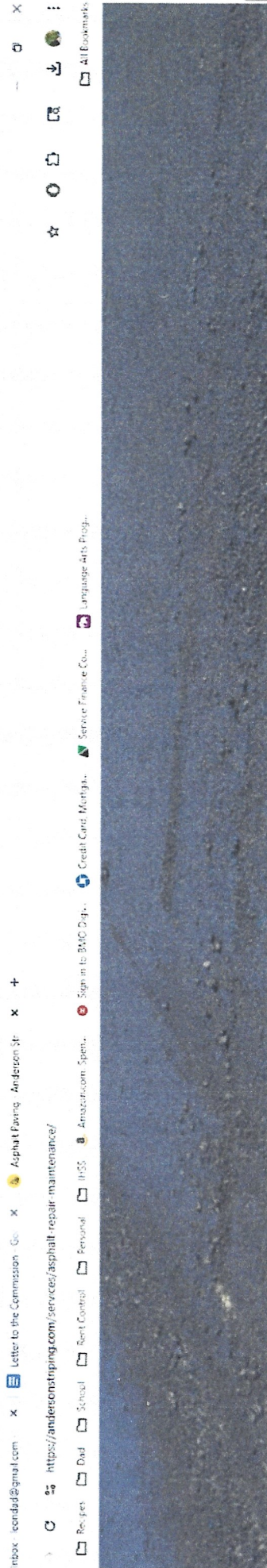


Please feel free to reach out with any questions you may have.

Thank you for your time and partnership on this project.

Megan Morrison, Controller

PO Box 1014 Kingsburg, CA 93631 • Off: 559-897-2760  
Contractors License: CA-900497, AZ-ROC 328348, NV-0056351A, OR-183320  
UT-10906540-5501, WA-ANDERS830MU  
[www.andersonstriping.com](http://www.andersonstriping.com)



## ASPHALT PAVING AND REPAIRS

Anderson Striping and Construction, Inc. is your one stop shop for anything asphalt. Our team utilizes the latest technology to expertly solve any and all asphalt issues throughout the entire pavement life cycle, from new asphalt paving, to repairs and maintenance planning, we provide solutions and exceptional value to our clients.

Our expert team at ANDERSON is experienced in identifying all types of asphalt deficiencies and their causes in order to provide the most cost effective and sustainable solutions.

### THESE INCLUDE:

- » NEW ASPHALT PAVING
- » OVERLAY
- » REMOVAL AND REPLACEMENT
- » TRENCH AND POT HOLE PATCHING
- » INFRARED REPAIRS
- » BUDGETARY PLANNING



## - Road Maintenance

### Pothole and Sinkhole Repair

Street Maintenance crews repair potholes that form in the street from traffic and water erosion. When reporting potholes, provide specific location details so the pothole can be repaired as fast as possible.

### Traffic Hazard Clearing

Street Maintenance crews are available 24 hours a day to respond to debris, spills, and other major traffic hazards to ensure traffic can safely pass. Crews do not pick up illegal dumping in front of a residence or property and only clear the pathway for traffic. Report items that are dumped illegally and are not traffic hazards by calling [559.621-CITY](tel:559.621.6171).

### Maintaining Storm Drains and City Ponding Basins

With debris in gutters, drain inlets sometimes get clogged and begin to flood the surrounding areas. The Street Maintenance Division has the equipment to clear the city's drains and ensure inlets are clean to receive water. Street Maintenance also maintains certain city ponding basins.

### Overlay and Slurry

The Street Maintenance Division has a limited street overlay program for resurfacing roadways on major streets. Slurry seal may also be used to extend the life of the roadway

## + Lighting and Signals

## + Street Sweeping

(e) Not later than ten days after the close of the hearing, the Commission shall make its decision on the rent increase application. The decision shall approve the amount of rent increase, if any, the Commission determines to be just, fair, and reasonable according to the factors set forth in Section 20-2012, and shall state the effective date of the rent increase. The effective date shall be subject to the owner's compliance with Section 798.30 of the California Civil Code. The Director shall give written notice of the decision, by United States mail, to the owner, the residents of each mobilehome space specified in the rent increase application, and the Residents' Committee. The decision of the Commission is final.

(f) The time within the Commission shall conduct a hearing as provided in subdivision (c) may be extended twice by the Commission for periods not to exceed thirty days each if the Commission provides an interim rent increase for the mobilehome spaces specified in the rent increase application. The interim rent increase shall be in an amount which the Commission determines to be clearly warranted under the factors set forth in Section 12-2012, based on the acts stated in the rent increase application, documents or written statements filed with the Director or the Commission by the affected residents or the owner, and any other evidence presented to the Commission. An interim rent increase shall expire on (1) the last day of the month in which the Commission makes a decision denying a rent increase, or (2) 12:00 midnight on the day prior to the effective date of the rent increase approved by the Commission's decision. If the rent increase approved in the Commission's decision exceeds the interim rent increase, any amount undercollected shall be paid to the owner as provided in the Commission's decision. If the rent increase approved in the Commission's decision is less than the interim rent increase, or if the Commission denies a rent increase, any amount overpaid shall be reimbursed to the affected residents as provided in the Commission's decision. (Added Ord. 87-170, § 1, eff. 1-8-88; Am. Ord. 89-21, § 1, eff. 3-3-89; Am. Ord. 89-22, § 1, eff. 3-3-89; Am. Ord. 93-33, § 8, eff. 6-4-93).

#### SEC. 12-2012. - JUST, FAIR AND REASONABLE RENT INCREASES.

In determining the amount of rent increase that is just, fair and reasonable, all relevant factors shall be considered, including but not limited to the following:

(a) Percentage changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers for Western Cities West, published by the United States Bureau of Labor Statistics.

(b) Any lawfully established state or federal government wage and price guidelines.

(c) Rent lawfully charged for comparable mobilehome spaces in comparable mobilehome parks.

(d) The length of time since the last rent increase for the mobilehome spaces specified in the rent increase application.

(e) The completion of any capital improvements or rehabilitation work related to or benefiting the mobilehome spaces specified in the rent increase application and the cost of such improvements or work, including but not limited to costs for materials, labor, construction interest, permit fees and other items.

(f) Changes in rent paid by the owner for lease of the land on which the mobilehome park is located.

(g) Changes in reasonable operating and maintenance expenses.

(h) The need for repairs caused by circumstances other than ordinary wear and tear.

(i) The amount and quality of services and amenities provided by the owner to the affected residents.

**On this page:**

What is maintenance and why is it important?  
How much does the state spend on facility maintenance?  
What is deferred maintenance?  
How much maintenance has the state deferred?  
How much has the state funded for deferred maintenance in recent years?

## What is maintenance and why is it important?

Maintenance includes the recurring, usual upkeep needed to preserve and extend the useful life of facilities. For example, it includes regular roof work such as inspections and patchwork, as well as replacements. Maintenance is important for protecting the state's investments in its facilities. When adequate routine maintenance is not performed, it can sometimes trigger repairs that are more expensive in the future. For instance, when regular roof work does not occur, it can result in water damage to facilities that can be difficult and costly to repair.

## How much does the state spend on facility maintenance?

The state does not have an overall estimate of how much it spends to maintain its facilities. This is because departments do not have separate budgets for maintenance in many cases. Instead, maintenance funding is often included along with other activities in departments' operating budgets.

## What is deferred maintenance?

When maintenance is delayed or does not occur, we refer to this as deferred maintenance. Defining and estimating the amount of deferred maintenance is often complicated because departments vary in what types of activities they consider maintenance. For example, some departments include as maintenance projects that are not traditionally considered as such—for example, energy and water efficiency upgrades, studies, and code compliance work. In contrast, other departments do not include such activities when identifying maintenance projects.

Related LAO Publications

The 2018-19 Budget, May Revision:  
Deferred Maintenance

The 2015-16 Budget: Addressing  
Deferred Maintenance in State Office  
Buildings

### Other Information Sources

California's Five Year Infrastructure Plan, 2018 (Department of Finance) (PDF)

## LAO Staff Contacts

**Luke Koushmaro**  
(916) 319-8355  
Capital Outlay Coordinator

**Jared Sippel**  
**(916) 319-8335**

Transcript of conference call for negotiations between Residents Committee and Brenda Aguilar  
August 18th, 2025

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This transcript was written from the memory and notes of the Residents Committee members who were present during the call. Present members were Leonda Johnson, Glenda Champion, Peggy Sperry and Kristian Diaz.

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Leonda: Hello.

Brenda: Hi, this is Brenda.

Leonda: Hi, this Leonda from the residents rent committee, I am here with Peggy, Glenda and we are waiting on one more, oh here comes Kris. I take it you also got a call from Sarah as well.

Brenda: Yes I did

Leonda: Well we asked for negotiations because we wanted to know why you have listed the roads as capital improvement and not maintenance on existing infrastructure.

Brenda: Because my CPA told me because of the time being over 30 years since it has been done.. And they were unrepairable.

Leonda: So your CPA told you this was capital improvement and not maintenance because of the time? And that's why you listed it that way?

Brenda: Yes and that's how we write it on the taxes, and Sarah said it was.

Leonda: Sarah Papazian told you it was capital improvement?

Brenda: Yes.

Leonda: Was that before you gave us the application?

Brenda: Yes. And I am having to pay it back in 10 years, not 15.

Leonda: So you are paying back the loan in 10 years but asking us to pay it back in 15 years?

Brenda: Yes

Leonda: Okay. The residents committee does not view it as capital improvement based on the definition in Article 20. In section 12-2003 it describes capital improvement as an addition or betterment made to a mobilehome park which consists of more than repair, replacement, or rehabilitation of an existing facility or improvement. So that is why we are viewing it as maintenance.

Brenda: Then we will let Sarah decide.

Leonda: So there is nothing else we can talk about or discuss that would change you listing it as capital improvement and asking for the 37.07 for 15 years like your packet application?

Brenda: Yes.

Leonda: Ok, well thank you for your time. I'm sure we will see each other at some point. Have a good evening.

Brenda: You too.

CIVIL CODE - CIV

DIVISION 3. OBLIGATIONS [1427 - 3273.69] ( *Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.*  )

PART 2. CONTRACTS [1549 - 1701] ( *Part 2 enacted 1872.*  )

TITLE 1. NATURE OF A CONTRACT [1549 - 1615] ( *Title 1 enacted 1872.*  )

CHAPTER 3. Consent [1565 - 1590] ( *Chapter 3 enacted 1872.*  )

1572. Actual fraud, within the meaning of this Chapter, consists in any of the following acts, committed by a party to the contract, or with his connivance, with intent to deceive another party thereto, or to induce him to enter into the contract:

1. The suggestion, as a fact, of that which is not true, by one who does not believe it to be true;
2. The positive assertion, in a manner not warranted by the information of the person making it, of that which is not true, though he believes it to be true;
3. The suppression of that which is true, by one having knowledge or belief of the fact;
4. A promise made without any intention of performing it; or,
5. Any other act fitted to deceive.

(*Enacted 1872.*)

# BUSINESS LOAN AGREEMENT

Document	Effective Date	Maturity Date	Loan No.	Ref / Coll	Account	Other	Notes
Business Loan Agreement	05-14-2025	05-15-2025	200001				

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Country West Community LP, a California limited partnership  
32565 Golden Lantern Suite B111  
Dana Point, CA 92629

**Lender:** Community West Bank, a California banking corporation  
Commercial Landing - South Valley  
7100 N. Financial Dr., Ste 101  
Fresno, CA 93720

**THIS BUSINESS LOAN AGREEMENT** dated May 14, 2025, is made and executed between Country West Community LP, a California limited partnership ("Borrower") and Community West Bank, a California banking corporation ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

**TERM.** This Agreement shall be effective as of May 14, 2025, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement. Advances under the indebtedness, as well as directions for payment from Borrower's accounts, may be requested either orally or in writing by Borrower. Lender may, but need not require that all non-written requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person as described in the "Advance Authority" section below or (B) credited to any of Borrower's accounts with Lender.

**CONDITIONS PRECEDENT TO EACH ADVANCE.** Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

**Loan Documents.** Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) guaranties; (6) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

**Borrower's Authorization.** Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

**Payment of Fees and Expenses.** Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

**Representations and Warranties.** The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

**No Event of Default.** There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

**REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any indebtedness exists:

**Organization.** Borrower is a limited partnership which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign limited partnership in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 32565 Golden Lantern Suite B111, Dana Point, CA 92629. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's principal office address or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

**Assumed Business Names.** Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

**Authorization.** Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of: (a) Borrower's articles or agreements of partnership; or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

**Financial Information.** Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

**Legal Effect.** This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

**No Prohibited Activities.** Borrower is not engaged in and none of the Collateral is created by or used in connection with any Prohibited Activities. Borrower shall not make any payments to Lender from funds derived from Prohibited Activities. Borrower agrees to indemnify,

## BOARDING DATA SHEET

Reference	Loan Date	Expiry	Loan No	Call / Coll	Account	Other	Initial
9250 400000	05-14-2025	05-14-2025	20005	71		STE	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing \*\*\*\*\* has been omitted due to text length limitations.

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Dana Point, CA 92629

**Lender:** Community West Bank, a California banking corporation  
Commercial Lending - South Valley  
7100 N. Financial Dr., Ste 101  
Fresno, CA 93720

# BOARDING DATA SHEET (Continued)

## IRREGULAR PAY LOAN (Variable Rate)

	Financed	In Cash
AMOUNT REQUESTED:	\$940,281.25	
PREPAID FINANCE CHARGES:		
Loan Fee	9,500.00	
Environmental Report Fee	125.00	
Appraisal Fee (Prepaid)		4,300.00
Flood Fee	13.75	
Tax Service Fee	80.00	
SECURITY INTEREST CHARGES:	0.00	
NOTE AMOUNT:	\$950,000.00	\$4,300.00
DISBURSEMENTS:		
Account: [REDACTED]	Checking	\$940,281.25

Total  
amount  
→  
\$950,000.00

### PAYMENT CALCULATION:

Stream	No. of Pmts	Amount	Due	F/V	Index	Margin	Rate
1	60	\$7,447.52	Monthly beginning 06-15-2025	F			7.000
2	59	\$7,447.53	Monthly beginning 06-15-2030	V	3.810	2.900	7.000
3	1	\$645,832.46	One Payment beginning 05-15-2035	V	3.810	2.900	7.000

Disbursement Date: 04-29-2025  
Due Date: 05-15-2035

### INTEREST RATE SELECTION:

Interest Method: 365/360

Interest Rate: 7.000 at 365/360.

Interest Rate Based On: 5 Year Treasury Note Yield published as the Constant Maturity Treasury Rate adjusted each 5 Years subject to the rate floor.

Current Index: 3.810

Interest Rate is: Not Rounded

Rate Limits Information:

Floor: 7.000

Ceiling:

Max Rate Incr/Decr at one Time:

APR 7.339%	FINANCE CHARGE \$596,106.66	AMOUNT FINANCED \$935,981.25	TOTAL OF PAYMENTS \$1,532,067.93
---------------	--------------------------------	---------------------------------	-------------------------------------

File No./Escrow No.: 2575452  
Print Date & Time: 5/16/2025 1:59:33 PM  
Officer/Escrow Officer: Julie Wiley

Stewart Title of California, Inc.  
3740 W. Mineral King Ave.  
Visalia, CA 93291  
(559) 732-2000

Property Address: 3550 N DUKE AVENUE  
FRESNO, CA 93727 (FRESNO)  
(498-070-01)

Borrower: COUNTRY WEST COMMUNITY, LP  
32565 Golden Lantern, Suite B111  
Dana Point, CA 92629

Seller:

Lender: Community West Bank  
7100 N Financial Dr, Ste 101, Fresno, CA 93720

Settlement Date: 5/21/2025

Disbursement Date:

Description	Borrower		
	P.O.C.	Debit	Credit
<b>New Loans</b>			\$950,000.00
Loan Amount			\$950,000.00
Appraisal Fee to Central Valley Community Bank (POC \$4,300.00 by Country West Community, LP)	\$4,300.00		
Loan Fee to Central Valley Community Bank (POC \$9,500.00 by Country West Community, LP)	\$9,500.00		
Environmental Report Fee to Central Valley Community Bank (POC \$125.00 by Country West Community, LP)	\$125.00		
Funds Transferred Directly by Lender to Central Valley Community Bank			\$950,000.00
Tax Service to Central Valley Community Bank (POC \$50.00 by Country West Community, LP)	\$50.00		
Filed Certification to Central Valley Community Bank (POC \$13.75 by Country West Community, LP)	\$13.75		
<b>Title Charges</b>		\$2,160.00	
Title - Lender's Title Insurance to Stewart Title of California, Inc.			
Title - CLTA 100 Residential Encroachments and Minerals 8-4-22 (Extended) Endorsement(s) to Stewart Title of California, Inc.			
Title - CLTA 110 Location and Map 8-4-22 (Issued at Policy Date) (Lender's) Endorsement(s) to Stewart Title of California, Inc.			
Title - CLTA 111.5 Variable Rate Mortgage 7-1-21 Endorsement(s) to Stewart Title of California, Inc.			
Title - Document preparation to Stewart Title of California, Inc.		\$75.00	
Title - Recording Service Fee to Stewart Title of California, Inc.		\$21.00	
Title - Settlement or closing fee to Stewart Title of California, Inc.		\$300.00	
Title - Signing Agent Fee to Stewart Title of California, Inc.		\$200.00	
Title - Courier Fee to Stewart Title of California, Inc.		\$50.00	
<b>Government Reporting and Transfer Charges</b>		\$75.00	
Recording Fees: Debt to County Recorder \$75.00		\$200.00	
Recording Fees: Mortgage to County Recorder \$200.00		\$225.00	
Misc Recording Fee 582 to Stewart Title of California, Inc. \$225.00			
	P.O.C.	Debit	Credit
<b>Subtotal</b>	\$14,018.75	\$283,786.00	\$950,000.00
<b>Due From Borrower</b>			\$950,000.00
<b>Total</b>	\$14,018.75	\$283,786.00	\$950,786.00

All of the above fee are for the total loan. This shown on the credit column at the very top; \$950,000.00



SCHEDULE FOR MOBILEHOME PARK ANNUAL RENT INCREASE APPLICATION												
Mobile Home Park	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Alhambra II	X											
Ashwood Place (formerly Sunnyside)		X										
Blackstone North RV Park					X							
Country Living Mobile Home Park								X				
Four Seasons Mobile Home Park											X	
Franciscan				X								
Fresno Mobile Estates (Formerly Fresno RV Park, Alhambra I)												X
Fresno Mobile Home and RV Park										X		
Green Acres			X									
La Hacienda Mobile Estates					X							
Midstate Mobile Manor											X	
Millbrook Mobilehome Village								X	X			
Modern												
Park View			X									
San Joaquin Estates	X											
San Joaquin Mobilehome Village	X											
Sierra Mobile Park				X								
Stonegate Estates								X				
Sunset West Community												
Willows of Santiago MHP		X										
Three Palms										X		
Town & Country		X							X			
Villa Capri Estates		X										
Villa Fresno											X	
Westfall MHP					X							
Westlake Park			X									
Woodward Bluffs (Woodward Bluff MHP)				X								
NOTE: MOBILE HOME PARKS HIGHLIGHTED IN BLUE ARE NOT KNOWN TO HAVE AN ACTIVE RESIDENTS' COMMITTEE.												

**NOTE: MOBILEHOME PARKS HIGHLIGHTED IN BLUE ARE NOT KNOWN TO HAVE AN ACTIVE RESIDENTS' COMMITTEE.**

To request a rent increase for affected spaces under the City of Fresno Mobilehome Park Rent Review and Stabilization Ordinance, owner's application forms and contextualized supporting documents must be submitted to the Resident Rent Committee, with a copy sent to the City, within the month shown on this form.

Both Ashwood Place and Millbrook Mobilehome Village are not highlighted in blue.

## Comparable Rent Information

This statement was prepared by Leonda Johnson

September 26, 2025

### Information was collected:

1. By phone calls with Janie who identified herself as the manager for Millbrook Mobilehome Village.
2. By in person meeting with Marla who identified herself as the manager for Ashwood Place.
3. By email and paperwork from Marla Williams, Staff Assistant, City Attorney's Office

The manager for Millbrook Mobilehome Village said she did not know what the actual average rent was, but she guessed their average rent is \$500, this does not include trash and water. Marla Williams emailed me and explained that the last information for Millbrook Mobilehome Village showed 2024 average rent at \$467.69.

The manager for Ashwood Place said that she did not have an average she would give me, but that her lowest rents for mobile homes owned by private citizens was between \$300 and \$400 with her highest around \$750. This does not include trash and water. Marla Williams had no current information on their average rent.

Both of these parks were listed in the information given to me in November 2025 for our residents committee by the City and are closest in proximity and show that they have resident committees .

Millbrook Mobilehome Village has a pool and laundry room. Ashwood Place has a clubhouse and pool. Country Living Mobile Home Park has a pool, laundry room, clubhouse and gym.

Country Living Mobile Home Park's average rent for 2024 before CPI increase was \$593.13 and our average rent in 2025 before CPI is \$601.18. Our current lowest rent is \$378.09 and our current highest rent is \$770.33. Our rent includes trash and water.

### Approximate trash and water pricing based on information from The City of Fresno:

Solid waste, 3, 96 gallon bins for trash recycle and organics per month	\$35.50
1" Water connection per month	\$17.90
Water @ 2.33 per 1,000 gallons, average individual usage at 175 gallons per day	<u>\$12.23</u>
Total	\$65.63

### Rent comparisons:

Millbrook MH Village	2024 average per Marla Williams + water & trash	\$533.32
Millbrook MH Village	Average rent listed by the manager + water & trash	\$565.63
Ashwood Place	Low rent listed by the manger \$350 + water & trash	\$415.63
Ashwood Place	High rent listed by the manager \$750 + water & trash	\$815.63
Country Living MHP	Current highest rent	\$770.33
Country Living MHP	Current lowest rent	\$378.09
Country Living MHP	2024 average	\$593.13

Sp #	Current Rent	New Rent
1	0.00	420.20
2	579.94	
3	593.29	638.18
4	675.60	720.49
5	593.82	638.71
6	682.27	727.16
7	568.89	613.78
8	620.54	665.43
9	618.44	663.33
10	601.44	646.33
11	585.34	630.23
12	586.10	630.99
13	733.22	778.11
14	0.00	325.00
15	687.68	732.57
16	658.77	703.66
17	679.45	724.34
18	651.98	696.87
19	595.76	640.65
20	590.26	635.15
21	0.00	325.00
22	681.59	726.48
23	702.71	747.60
24	581.42	626.31
25	647.64	692.53
26	597.98	642.87
27	557.40	602.29
28	653.27	698.16
29	598.23	643.12
30	602.95	647.84
31	0.00	325.00
32	612.01	656.90
33	567.40	612.29
34	682.79	727.68
35	677.81	722.70
36	663.54	708.43
37	629.82	674.71
38	576.84	621.73
39	0.00	401.99
40	703.19	748.08

Lowest

Sp #	Current Rent	New Rent
41	604.13	649.02
42	692.62	737.51
43	640.69	695.58
44	628.69	673.58
45	536.18	581.07
46	0.00	372.31
47	672.18	717.07
48	639.13	684.02
49	689.33	734.22
50	619.91	664.80
51	557.40	602.29
52	675.60	720.49
53	0.00	308.99
54	675.60	720.49
55	611.86	666.75
56	655.29	700.18
57	378.09	422.98
58	586.27	631.16
59	632.69	677.58
60	665.47	710.36
61	636.95	681.84
62	578.89	623.78
63	678.89	723.78
64	706.21	751.10
65	668.13	713.02
66	601.00	645.89
67	597.97	642.86
68	480.24	525.13
69	675.76	720.65
70	579.48	624.37
71	0.00	350.00
72	679.21	724.10
73	588.93	633.82
74	610.61	655.50
75	679.90	724.79
76	557.40	602.29
77	637.51	682.40
78	674.06	718.95
79	700.90	745.79
80	711.69	756.58

Highest

Sp #	Current Rent	New Rent
81	587.75	632.64
82	582.50	627.39
83	671.34	716.23
84	634.66	679.55
85	574.72	619.61
86	581.60	626.49
87	604.30	649.19
88	636.24	681.13
89	654.07	698.96
90	683.56	728.45
91	577.84	622.73
92	585.34	630.23
93	587.40	602.29
94	588.53	633.42
95	588.40	633.29
96	660.43	705.32
97	0.00	315.00
98	705.55	705.55
99	603.55	648.44
100	655.40	700.29
101	607.46	652.35
102	635.27	680.16
103	619.68	664.57
104	597.07	641.96
105	671.97	716.86
106	636.35	681.24
107	607.02	651.91
108	598.68	643.57
109	623.10	667.99
110	0.00	464.03
111	585.34	630.23
112	558.09	602.98
113	617.17	662.06
114	581.42	626.31
115	651.29	696.18
116	0.00	373.55
117	585.34	630.23
118	0.00	375.26
119	718.52	763.41
120	0.00	430.45

Sp #	Current Rent	New Rent
121	612.13	657.02
122	630.88	675.77
123	607.51	652.40
124	730.43	775.32
125	613.81	658.70
126	671.55	716.44
127	593.25	638.14
128	578.65	623.54
129	601.81	646.70
130	657.46	702.35
131	730.46	775.35
132	634.61	679.50
133	642.09	686.98
134	751.33	751.33
135	770.33	770.33
136	734.25	779.14
137	717.83	762.72
138	703.64	748.53
139	637.17	682.06
140	631.47	676.36
141	682.46	727.35
142	681.43	726.32
143	638.28	683.17
144	605.54	605.54
145	709.54	754.43
146	619.64	664.53
147	614.24	659.13
148	696.61	741.50
149	611.85	656.74
150	557.40	602.29
151	613.43	658.32
152	596.31	641.20
153	673.96	718.85
154	603.82	648.71
155	0.00	411.09
156	587.67	632.56
157	557.40	602.29
158	588.93	633.82
159	704.21	749.10
160	692.56	737.45

Sp #	Current Rent	New Rent
161	608.25	653.14
162	557.40	602.29
163	590.59	635.48
164	648.26	693.15
165	678.33	723.22
166	600.54	645.43
167	604.17	649.06
168	651.94	696.83
169	688.95	733.84
170	640.47	685.36
171	619.25	664.14
172	603.50	648.39
173	625.34	670.23
174	627.34	672.23
175	554.40	599.29
176	588.38	633.27
177	717.17	717.17
178	672.84	717.73
179	581.89	626.78
180	621.08	665.97
181	0.00	414.80
182	668.42	713.31
183	662.88	707.77
184	690.31	735.20
185	687.46	732.35
186	620.89	665.78
187	593.45	638.34
188	580.91	625.80
189	622.31	667.20
190	595.30	640.19
191	571.56	616.45
192	0.00	369.70
193	0.00	457.73
194	714.11	759.00
195	756.49	801.38

**CITY OF FRESNO  
MASTER FEE SCHEDULE**

**PUBLIC UTILITIES DEPARTMENT**

**SOLID WASTE RATES**

<b>Amend #</b>	<b>Fee Description &amp; Unit/Time</b>	<b>Current</b>
510	<b>Commercial Service Franchised Effective 12/05/2011</b>	
510	<b>Commercial Recycling &amp; Green Waste Service Franchised Effective 12/05/2011</b>	
510	<b>Roll Off Service Franchised Effective 10/31/2011</b>	
510	<b>Multi-Family Service Franchised Effective 12/05/11</b>	
510	<b>Commercial/Multi-Family Recycling Service Franchised Effective 12/05/11</b>	
483	<b>SOLID WASTE, NON-BIN/COLLECTION SERVICES</b>	
584	<b>Single-family Residential / Multi-Family Residential *</b>	
	Basic service / per month	35.50
	One 96-gallon trash, one 96-gallon recycle, and one 96-gallon organics waste container one day per week	
	Alternative service / per month	32.34
	One 64-gallon trash, one 96-gallon recycle, and one 96-gallon organics waste container one day per week	
	Additional containers (12-month minimum):	
	64-gallon trash container / per month	6.33
	96-gallon trash container / per month	9.50
	96-gallon organics waste container / per month	5.69
	96-gallon recycling container / per month	3.99
584	<b>Solid Waste Affordability Credit for Income Qualified Customers</b>	
	Residential Accounts Only, \$/Month	5.00
585	<b>Container Exchange for Refurbished 64 or 96 gallon container</b>	53.80
585	<b>Container Exchange for New 64 gallon container</b>	104.30
585	<b>Container Exchange for New 96 gallon container</b>	110.80
585	<b>Replacement of Stolen Container</b>	0.00
585	<b>Repair of Broken Container ****</b>	0.00
585	<b>Annual Bulky Item Collection Service **</b>	0.00
585	<b>Solid Waste, Special Haul</b>	
	30 minute minimum	81.40
	Each additional 15 minutes or fraction over 30 minutes	19.40
	Refrigerator Disposal Environmental Fee, per unit ***	16.00
584	* Pursuant to Resolution 2024-141, staff shall administratively update rates annually on July 1, beginning July 1, 2025 through July 1, 2028, to reflect the then current rates as adopted by Resolution 2024-139.	
585	** One time annual bulky item collection service by appointment, free beginning 7/1/2025. Pre-scheduling with SWMD required.	
585	*** Supplemental charge applied to Special Haul request.	
585	**** A "Broken Container" is one that has been damaged by a SWMD Refuse Truck or from normal wear and tear.	

**CITY OF FRESNO  
MASTER FEE SCHEDULE**

**PUBLIC UTILITIES DEPARTMENT**

**WATER RATES\*\***

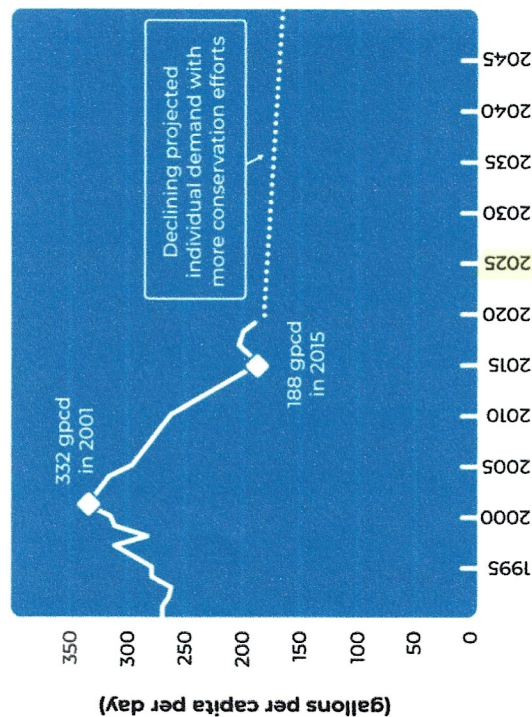
<b>Amend #</b>	<b>Fee Description &amp; Unit/Time *</b>	<b>Current</b>
522	<b>Water, Metered Service Rate</b> total charge shall be monthly meter service charge plus quantity charge based on usage. Water Meter Service Charge, (meter size per month):	
	Domestic	
	3/4-inch or smaller	13.50
	1-inch	17.90
	1-1/2-inch	20.80
	2-inch	35.30
	3-inch	52.80
	4-inch	79.00
	6-inch	152.00
	8-inch	705.00
	10-inch	1,113.00
	12-inch	1,462.00
	Irrigation***	
	3/4-inch or smaller	10.70
	1-inch	13.40
	1-1/2-inch	15.20
	2-inch	24.10
	3-inch	34.90
	4-inch	51.00
	6-inch	96.00
	8-inch	436.00
	10-inch	687.00
	12-inch	901.00
	<b>Water Quantity Charge:</b>	
	All Customer Classes	
	Each 100 Cubic Feet (HCF)	1.74
	1,000 gallons	2.33
522	<b>Water Affordability Credit for Income - Qualified</b>	
	Single Family Residential Accounts Only, \$/Month	Up to \$5.00
	<b>Water Quantity Charge (continued):</b>	
	Wells, private (used for irrigation or commercial purposes when required to be metered)	
	Each HCF	0.22
	1,000 gallons	0.29
	Water drawn from a fire hydrant / Minimum per month	29.97

\* Rates effective 7/1/16

\*\* Rates shall be adjusted annually by staff to reflect the rates in effect as per Res. No. 2015-36.

\*\*\* These charges were previously charged at the Domestic service rate.

## Individual Demand



Please note that the amount

Seems to be 175 gallons for 2025.

### Individual Water Demand

Historical per person water use per day was quite high compared to current usage. Individual water usage increased from 269 gallons per capita per day (gpcd) in 1990 to a peak of 332 gpcd in 2001. However, to conserve and protect the underground aquifer and comply with ever more stringent state standards, the City began implementing various water conservation measures. The most significant water conservation measure was the implementation of the Single-Family Metering Program between 2008 and 2012, which included the installation of water meters on each individual property and incentivized conservation through the volumetric purchase of water rather than the historic flat rate purchase. As the State continues mandating stricter conservation standards, individual water demand is expected to continue dropping into the future.

## ARTICLE 20 - MOBILEHOME PARK RENT REVIEW AND STABILIZATION

### SEC. 12-2001. - TITLE.

This article shall be known as the "City of Fresno Mobilehome Park Rent Review and Stabilization Ordinance." (Added Ord. 87-170, § 1, eff. 1-8-88).

### SEC. 12-2002. - FINDINGS AND PURPOSE.

(a) The Council of the City of Fresno finds as follows:

(1) There are presently thirty mobilehome parks in the City of Fresno. These mobilehome parks represent a unique rental housing situation, different than other rental housing in the city, in that mobilehome park residents make a substantial investment in purchasing their mobilehomes, it is difficult to relocate a mobilehome from one mobilehome park to another due to the expense of such relocation, the risk of damage to the mobilehome and the requirements relating to installation of mobilehomes in mobilehome parks, including permits, landscaping, site preparation and restrictions as to the age, type, and the appearance of the mobilehomes.

(2) Approximately two-thirds of the residents in the mobilehome parks in the city are elderly and receive a fixed income. Also, approximately two-thirds of the residents are unemployed and are in lower income categories according to the guidelines established by the United States Department of Housing and Urban Development. For these residents, there is no economically feasible housing alternative to mobilehome park living.

(3) The vacancy rate in mobilehome parks in the city is sufficiently low to make it difficult for mobilehome park residents to relocate from one mobilehome park to another.

(b) In view of the findings stated in subdivision (a), the city deems it necessary, and it is the purpose of this article, to protect mobilehome park residents from excessive rent increases while at the same time providing mobilehome park owners a level of rent sufficient to provide a just, fair and reasonable return on their investment in mobilehome park property and to cover increased costs of repairs, maintenance, rehabilitation, capital improvements, services, amenities, upkeep and insurance. The city further finds that this article is necessary to preserve public health, welfare and safety. (Added Ord. 87-170, § 1, eff. 1-8-88).

### SEC. 12-2003. - DEFINITIONS.

For purposes of this article, the following words and phrases shall have the following meanings:

(a) "Annual Government Cost" means an amount or equivalent paid or charged to a park owner by a local, state or federal government for municipal utilities, general property taxes, governmental fees, special property assessments, or taxes, fees or charges levied in accordance with XIII C or XIII D of the California Constitution, within a twelve month period commencing 16 months prior to the date of the submission of the rent increase application.

(b) "Commission" means the City of Fresno Mobilehome Park Rent Review and Stabilization Commission established by this article.

(e) Not later than ten days after the close of the hearing, the Commission shall make its decision on the rent increase application. The decision shall approve the amount of rent increase, if any, the Commission determines to be just, fair, and reasonable according to the factors set forth in Section 20-2012, and shall state the effective date of the rent increase. The effective date shall be subject to the owner's compliance with Section 798.30 of the California Civil Code. The Director shall give written notice of the decision, by United States mail, to the owner, the residents of each mobilehome space specified in the rent increase application, and the Residents' Committee. The decision of the Commission is final.

(f) The time within the Commission shall conduct a hearing as provided in subdivision (c) may be extended twice by the Commission for periods not to exceed thirty days each if the Commission provides an interim rent increase for the mobilehome spaces specified in the rent increase application. The interim rent increase shall be in an amount which the Commission determines to be clearly warranted under the factors set forth in Section 12-2012, based on the acts stated in the rent increase application, documents or written statements filed with the Director or the Commission by the affected residents or the owner, and any other evidence presented to the Commission. An interim rent increase shall expire on (1) the last day of the month in which the Commission makes a decision denying a rent increase, or (2) 12:00 midnight on the day prior to the effective date of the rent increase approved by the Commission's decision. If the rent increase approved in the Commission's decision exceeds the interim rent increase, any amount undercollected shall be paid to the owner as provided in the Commission's decision. If the rent increase approved in the Commission's decision is less than the interim rent increase, or if the Commission denies a rent increase, any amount overpaid shall be reimbursed to the affected residents as provided in the Commission's decision. (Added Ord. 87-170, § 1, eff. 1-8-88; Am. Ord. 89-21, § 1, eff. 3-3-89; Am. Ord. 89-22, § 1, eff. 3-3-89; Am. Ord. 93-33, § 8, eff. 6-4-93).

#### SEC. 12-2012. - JUST, FAIR AND REASONABLE RENT INCREASES.

In determining the amount of rent increase that is just, fair and reasonable, all relevant factors shall be considered, including but not limited to the following:

(a) Percentage changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers for Western Cities West, published by the United States Bureau of Labor Statistics.

(b) Any lawfully established state or federal government wage and price guidelines.

(c) Rent lawfully charged for comparable mobilehome spaces in comparable mobilehome parks.

(d) The length of time since the last rent increase for the mobilehome spaces specified in the rent increase application.

(e) The completion of any capital improvements or rehabilitation work related to or benefiting the mobilehome spaces specified in the rent increase application and the cost of such improvements or work, including but not limited to costs for materials, labor, construction interest, permit fees and other items.

(f) Changes in rent paid by the owner for lease of the land on which the mobilehome park is located.

(g) Changes in reasonable operating and maintenance expenses.

(h) The need for repairs caused by circumstances other than ordinary wear and tear.

(i) The amount and quality of services and amenities provided by the owner to the affected residents.

(j) Any existing lease lawfully entered into between the owner and an affected resident.

(k) A just and reasonable rate of return on the owner's investment in the mobilehome park. A just and reasonable rate of return shall be one high enough to encourage good management, reward efficiency, discourage flight of capital from the mobilehome park and enable the owner to maintain its credit, shall be commensurate with returns in enterprises comparable to the subject mobilehome park, but shall not be so high as to defeat the purpose of this article to protect residents against excessive rent increases. (Added Ord. 87-170, § 1, eff. 1-8-88; Am. Ord. 89-19, § 1, eff. 3-3-89; Am. Ord. 93-33, § 9, eff. 6-4-93; Am. Ord. 94-129, § 2, eff. 1-20-95).

#### SEC. 12-2013. - AUTOMATIC PASS-THROUGH OF ANNUAL GOVERNMENT COSTS.

(a) Under this section, in addition to any other rent increase allowed by this ordinance, a property owner may increase mobilehome space rent once annually for the following annual government costs incurred by the park owner in the operation and maintenance of the park:

(1) Municipal Utilities.

(2) General Property Taxes.

(3) Other governmental fees including regulatory fees, processing fees, licenses and permits.

(4) Special Property Assessments.

(5) Any taxes, assessments, fees or charges levied in accordance with article XIIIC and article XIID of the California Constitution.

Owners shall limit rent increases under this section to those increased costs which exceed 5 percent of the previous 12 months annual government costs. The previous 12 months government costs shall be calculated commencing 16 months prior to the date of the projected rent increase date. When calculating this increase, each Annual Government Cost specified above shall be addressed separately and not collectively when determining whether there has been a 5% or greater increase. This rent increase shall reflect changes no more than once annually. No owner may pass-through capital improvement costs, whether or not government mandated. The time for requesting and allocating such an increase under this section shall be at the same time an application for rent increase is submitted pursuant to Section 12-2009. At the time of submitting a rent increase application, the park owner shall provide all documentation supporting the annual government cost increase provided for in this section.

(b) Except as expressly provided in this section, this rent increase is not subject to the rent increase provisions of this ordinance. Neither the Resident Committee, nor residents may vote on or otherwise reject a rent increase requested pursuant to this section. Except as expressly provided in this section, neither the Residents Committee, nor the residents may request review by the Commission of this increase. The Residents Committee may object to the increase only on the following grounds:

(1) The rent increase is not an annual government cost as defined and limited in this ordinance; or,

(2) The owner has not provided documentation supporting this rent increase; or

## Databases, Tables & Calculators by Subject

Change Output Options: From 2015 To 2025  ☐ Include graphs ☐ Include annual averages [More Formatting Options](#)

Data extracted on: October 1, 2025 (17:47:06 AM)

### Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)

**12-Month Percent Change**  
**Series ID:** CUURH400SAQ  
 Not Seasonally Adjusted  
**Series Title:** All Items in West Size Class B/C, urban wage earners and clerical workers, not seasonally adjusted  
**Area:** West - Size Class B/C  
**Item:** All Items  
**Base Period:** DECEMBER 1996=100

Download: [dta](#)

Year	Oct
2015	0.2
2016	1.5
2017	2.8
2018	3.0
2019	2.3
2020	1.7
2021	6.8
2022	8.8
2023	3.7
2024	1.7

Actual CPI Factor taken by the owner:	
2024	2.4%
2023	6.6%
2022	5.1%
2021	1.275%
2020	1.73%
2019	3%
2018	2.8%
2017	1.13%
2016	0%
Total: 24.035%	

2017

# Mobilehome Park Rent Review and Stabilization Ordinance

## Automatic and Non-Automatic Rent Increase Application Summary of Relevant Factors

Mobilehome Park:

Name Country Living Mobile Home Park  
Address 3550 N Duke Ave, Fresno CA 93727

### A. Automatic Increase – Consumer Price Index (FMC Article 12, §8-1212.2)

1. Percent change in the previous year's Consumer Price Index (CPI) for the period between November 1 and October 31.
2. Base rent, the average rents of all affected spaces from December 1 of the calendar year preceding the rent increase date.
3. Total dollar amount of the increase based upon the CPI.

1.5  
506.56  
5.72

### B. Automatic Pass-Through of Annual Government Costs (FMC Article 12, §8-1212.1)

1. Government mandated costs, 12 months prior to date of application.
2. Government mandated costs effective on the date of application.
3. Percentage increase over a 12-month period.
4. Percentage amount which exceeds 5 percent.
5. Total dollar amount of the increase based on the annual government cost increases.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### C. Non-Automatic Rent Increase (FMC Article 12, §8-1209 and §8-1212)

If applying for a non-automatic rent increase, the Mobilehome Rent Review and Stabilization Commission will consider the factors described in §8-1212 (a-k) in determining the amount of the increase. Review §8-1212 (a-k) and mark the box next to each relevant factor to the non-automatic rent increase. The application is not complete unless supporting documentation for each relevant factor is attached as an exhibit.

- |  |   |
|--|---|
| <input type="checkbox"/> a. Percentage change in the CPI.                                  | <input type="checkbox"/> g. Changes in reasonable operating and maintenance expenses.       |
| <input type="checkbox"/> b. State/federal wage and price guidelines.                       | <input type="checkbox"/> h. Repairs other than wear and tear.                               |
| <input type="checkbox"/> c. Comparable mobilehome spaces in comparable parks.              | <input type="checkbox"/> i. The amount of services and amenities.                           |
| <input type="checkbox"/> d. The length of time since the last increase.                    | <input type="checkbox"/> j. Any existing lease.   |
| <input type="checkbox"/> e. Completion of any capital improvements or rehabilitation work. | <input type="checkbox"/> k. A just and reasonable rate of return on the owner's investment. |
| <input type="checkbox"/> f. Changes in rent paid by the owner for lease of the land.       |   |

Total Amount Requested for Non-Automatic Rent Increase Application

### D. Total Requested Rent Increase Amount (Automatic and Non-Automatic)

5.72

Aug 2018  
**Mobilehome Park Rent Review and Stabilization Ordinance**

**Automatic and Non-Automatic Rent Increase**

**Application Summary of Relevant Factors**

Mobilehome Park:

Country Living Mobile Home Park

Name

3550 N. Duke Ave Fresno CA 93727

Address

**A. Automatic Increase – Consumer Price Index (FMC Article 12, §8-1212.2)**

1. Percent change in the previous year's Consumer Price Index (CPI) for the period between November 1 and October 31.
2. Base rent, the average rents of all affected spaces from December 1 of the calendar year preceding the rent increase date.
3. Total dollar amount of the increase based upon the CPI.

2.8

506.63

14.19

2.8

**B. Automatic Pass-Through of Annual Government Costs (FMC Article 12, §8-1212.1)**

1. Government mandated costs, 12 months prior to date of application.
2. Government mandated costs effective on the date of application.
3. Percentage increase over a 12-month period.
4. Percentage amount which exceeds 5 percent.
5. Total dollar amount of the increase based on the annual government cost increases.

**C. Non-Automatic Rent Increase (FMC Article 12, §8-1209 and §8-1212)**

If applying for a non-automatic rent increase, the Mobilehome Rent Review and Stabilization Commission will consider the factors described in §8-1212 (a-k) in determining the amount of the increase. Review §8-1212 (a-k) and mark the box next to each relevant factor to the non-automatic rent increase. The application is not complete unless supporting documentation for each relevant factor is attached as an exhibit.

- |  |   |
|--|---|
| <input type="checkbox"/> a. Percentage change in the CPI.                                  | <input type="checkbox"/> g. Changes in reasonable operating and maintenance expenses.       |
| <input type="checkbox"/> b. State/federal wage and price guidelines.                       | <input type="checkbox"/> h. Repairs other than wear and tear.                               |
| <input type="checkbox"/> c. Comparable mobilehome spaces in comparable parks.              | <input type="checkbox"/> i. The amount of services and amenities.                           |
| <input type="checkbox"/> d. The length of time since the last increase.                    | <input type="checkbox"/> j. Any existing lease.   |
| <input type="checkbox"/> e. Completion of any capital improvements or rehabilitation work. | <input type="checkbox"/> k. A just and reasonable rate of return on the owner's investment. |
| <input type="checkbox"/> f. Changes in rent paid by the owner for lease of the land.       |   |

**Total Amount Requested for Non-Automatic Rent Increase Application**

**D. Total Requested Rent Increase Amount (Automatic and Non-Automatic)**

14.19

Form MRR 1-2. Revised December 3, 2014

Age Number	Total Rent	# CPI Increase	# Other Increase	# Vacant	Total Spaces
1	3691.07	7	0	1	8
2	4719.88	9	0	1	10
3	4538.45	9	0	1	10
4	4677.37	9	0	1	10
5	4551.31	8	0	2	10
6	4463.60	8	0	2	10
7	4805.16	8	1	1	10
8	4612.37	9	0	1	10
9	4657.72	10	0	0	10
10	4478.40	8	1	1	10
11	4635.17	10	0	0	10
12	4276.95	6	0	4	10
13	4813.68	9	0	1	10
14	5147.33	9	1	0	10
15	4854.20	9	1	0	10
16	4447.88	9	0	1	10
17	4665.79	10	0	0	10
18	4717.90	10	0	0	10
19	4758.01	8	1	1	10
20	3283.14	4	0	3	7
	90795.38	169	5	21	195

RENT MINUS NEW: 88145.11

AVERAGE: 521.57

FACTOR: 3.00

2018 INCREASE: 15.65

Monthly Revenue Increase: 2644.85

Yearly Revenue Increase: 31738.20

Moved In	base rent	Space#
Apr-19	546.22	63
Jan-18	550.84	90
Feb-18	566.10	131
May-19	498.75	140
Mar-19	488.36	180

2650.27

Skip  
243.6639

174 units  
5  
169

90795.38 Total Rent  
- 2650.27 New Tenants  
= 88145.11

88145.11 ÷ 169 = 521.57  
x .03  
= 15.6471

15.6471  
Rounded to 15.65

88145.11 / 169 = 521.57

**Mobilehome Park Rent Review and Stabilization Ordinance****Automatic and Non-Automatic Rent Increase****Application Summary of Relevant Factors**

Mobilehome Park:

Country Living Mobile Home Park

Name

3550 North Duke Ave Fresno CA 93727

Address

**A. Automatic Increase – Consumer Price Index (FMC Chapter 12, Article 20, §12-2014)**

1. Percent change in the previous year's Consumer Price Index (CPI) for the period between November 1 and October 31.
2. Base rent, the average rents of all affected spaces from December 1 of the calendar year preceding the rent increase date.
3. Total dollar amount of the increase based upon the CPI.

2.3

542.10

9.38

**B. Automatic Pass-Through of Annual Government Costs (FMC Chapter 12, Article 20, §12-2013)**

1. Government mandated costs, 12 months prior to date of application.
2. Government mandated costs effective on the date of application.
3. Percentage increase over a 12-month period.
4. Percentage amount which exceeds 5 percent.
5. Total dollar amount of the increase based on the annual government cost increases.

**C. Non-Automatic Rent Increase (FMC Chapter 12, Article 20, §12-2009 and §12-2012)**

If applying for a non-automatic rent increase, the Mobilehome Rent Review and Stabilization Commission will consider the factors described in §12-2012 (a-k) in determining the amount of the increase. Review §12-2012 (a-k) and mark the box next to each relevant factor to the non-automatic rent increase. The application is not complete unless supporting documentation for each relevant factor is attached as an exhibit.

- |   |   |
|---|---|
| <input type="checkbox"/> a. Percentage change in the CPI.   | <input type="checkbox"/> g. Changes in reasonable operating and maintenance expenses.       |
| <input type="checkbox"/> b. State/federal wage and price guidelines.                                  | <input type="checkbox"/> h. Repairs other than wear and tear.                               |
| <input checked="" type="checkbox"/> c. Comparable mobilehome spaces in comparable parks.              | <input checked="" type="checkbox"/> i. The amount of services and amenities.                |
| <input type="checkbox"/> d. The length of time since the last increase.                               | <input type="checkbox"/> j. Any existing lease.   |
| <input checked="" type="checkbox"/> e. Completion of any capital improvements or rehabilitation work. | <input type="checkbox"/> k. A just and reasonable rate of return on the owner's investment. |
| <input type="checkbox"/> f. Changes in rent paid by the owner for lease of the land.                  |   |

Total Amount Requested for Non-Automatic Rent Increase Application

31.35

**D. Total Requested Rent Increase Amount (Automatic and Non-Automatic)**

40.73

# Mobilehome Park Rent Review and Stabilization Ordinance

Automatic and Non-Automatic Rent Increase

Application Summary of Relevant Factors

Mobilehome Park: Country Living Mobile Home Park

Name

3550 North Duke Ave, Fresno CA 93727

Address

## A. Automatic Increase – Consumer Price Index (FMC Chapter 12, Article 20, §12-2014)

1. Percent change in the previous year's Consumer Price Index (CPI) for the period between November 1 and October 31. 1.7%
2. Base rent, the average rents of all affected spaces from December 1 of the calendar year preceding the rent increase date. \$575.39
3. Total dollar amount of the increase based upon the CPI. \$7.34

## B. Automatic Pass-Through of Annual Government Costs (FMC Chapter 12, Article 20, §12-2013)

1. Government mandated costs, 12 months prior to date of application. \_\_\_\_\_
2. Government mandated costs effective on the date of application. \_\_\_\_\_
3. Percentage increase over a 12-month period. \_\_\_\_\_
4. Percentage amount which exceeds 5 percent. \_\_\_\_\_
5. Total dollar amount of the increase based on the annual government cost increases. \_\_\_\_\_

## C. Non-Automatic Rent Increase (FMC Chapter 12, Article 20, §12-2009 and §12-2012)

If applying for a non-automatic rent increase, the Mobilehome Rent Review and Stabilization Commission will consider the factors described in §12-2012 (a-k) in determining the amount of the increase. Review §12-2012 (a-k) and mark the box next to each relevant factor for the non-automatic rent increase. The application is not complete unless supporting documentation for each relevant factor is attached as an exhibit.

- |  |   |
|--|---|
| <input type="checkbox"/> a. Percentage change in the CPI.                                  | <input type="checkbox"/> g. Changes in reasonable operating and maintenance expenses.       |
| <input type="checkbox"/> b. State/federal wage and price guidelines.                       | <input type="checkbox"/> h. Repairs other than wear and tear.                               |
| <input type="checkbox"/> c. Comparable mobilehome spaces in comparable parks.              | <input type="checkbox"/> i. The amount of services and amenities.                           |
| <input type="checkbox"/> d. The length of time since the last increase.                    | <input type="checkbox"/> j. Any existing lease.   |
| <input type="checkbox"/> e. Completion of any capital improvements or rehabilitation work. | <input type="checkbox"/> k. A just and reasonable rate of return on the owner's investment. |
| <input type="checkbox"/> f. Changes in rent paid by the owner for lease of the land.       |   |

Total Amount Requested for Non-Automatic Rent Increase Application

D. Total Requested Rent Increase Amount (Automatic and Non-Automatic) \$7.34

Form MRR 1-2 Revised December 2018



## Mobilehome Park Rent Review and Stabilization Ordinance

Automatic and Non-Automatic Rent Increase

Application Summary of Relevant Factors

Mobilehome Park: Country Living Mobile Home Park  
Name

3550 North Duke Ave, Fresno CA 93727  
Address

### A. Automatic Increase – Consumer Price Index (FMC Chapter 12, Article 20, §12-2014)

1. Percent change in the previous year's Consumer Price Index (CPI) for the period between November 1 and October 31.
2. Base rent, the average rents of all affected spaces from December 1 of the calendar year preceding the rent increase date.
3. Total dollar amount of the increase based upon the CPI.

5.1%

\$583.98

\$29.78

### B. Automatic Pass-Through of Annual Government Costs (FMC Chapter 12, Article 20, (§12-2013)

1. Government mandated costs, 12 months prior to date of application.
2. Government mandated costs effective on the date of application.
3. Percentage increase over a 12-month period.
4. Percentage amount which exceeds 5 percent.
5. Total dollar amount of the increase based on the annual government cost increases.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### C. Non-Automatic Rent Increase (FMC Chapter 12, Article 20, §12-2009 and §12-2012)

If applying for a non-automatic rent increase, the Mobilehome Rent Review and Stabilization Commission will consider the factors described in §12-2012 (a-k) in determining the amount of the increase. Review §12-2012 (a-k) and mark the box next to each relevant factor to the non-automatic rent increase. The application is not complete unless supporting documentation for each relevant factor is attached as an exhibit.

- |  |   |
|--|---|
| <input type="checkbox"/> a. Percentage change in the CPI.                                  | <input type="checkbox"/> g. Changes in reasonable operating and maintenance expenses.       |
| <input type="checkbox"/> b. State/federal wage and price guidelines.                       | <input type="checkbox"/> h. Repairs other than wear and tear.                               |
| <input type="checkbox"/> c. Comparable mobilehome spaces in comparable parks.              | <input type="checkbox"/> i. The amount of services and amenities.                           |
| <input type="checkbox"/> d. The length of time since the last increase.                    | <input type="checkbox"/> j. Any existing lease.   |
| <input type="checkbox"/> e. Completion of any capital improvements or rehabilitation work. | <input type="checkbox"/> k. A just and reasonable rate of return on the owner's investment. |
| <input type="checkbox"/> f. Changes in rent paid by the owner for lease of the land.       |   |

Total Amount Requested for Non-Automatic Rent Increase Application

D. Total Requested Rent Increase Amount (Automatic and Non-Automatic)

\$29.78



**Mobilehome Park Rent Review and Stabilization Ordinance**  
**Automatic and Non-Automatic Rent Increase**  
**Application Summary of Relevant Factors**

Mobilehome Park: Country Living Mobile Home Park  
Name  
3550 North Duke Ave, Fresno, CA 93727  
Address

**A. Automatic Increase – Consumer Price Index (FMC Chapter 12, Article 20, § 12-2014)**

- |   |               |
|---|---------------|
| 1. Percent change in the previous year's Consumer Price Index (CPI) for the period between November 1 and October 31.         | <u>6.6%</u>   |
| 2. Base rent, the average rents of all affected spaces from December 1 of the calendar year preceding the rent increase date. | <u>615.65</u> |
| 3. Total dollar amount of the increase based upon the CPI.  | <u>40.63</u>  |

**B. Automatic Pass-Through of Annual Government Costs (FMC Chapter 12, Article 20, § 12-2013)**

- |   |       |
|---|-------|
| 1. Government mandated costs, 12 months prior to date of application.                 | _____ |
| 2. Government mandated costs effective on the date of application.                    | _____ |
| 3. Percentage increase over a 12-month period.  | _____ |
| 4. Percentage amount which exceeds 5 percent.   | _____ |
| 5. Total dollar amount of the increase based on the annual government cost increases. | _____ |

**C. Non-Automatic Rent Increase (FMC Chapter 12, Article 20, § 12-2009 and § 12-2012)**

If applying for a non-automatic rent increase, the Mobilehome Rent Review and Stabilization Commission will consider the factors described in §12-2012 (a-k) in determining the amount of the increase. Review §12-2012 (a-k) and mark the box next to each relevant factor to the non-automatic rent increase. The application is not complete unless supporting documentation for each relevant factor is attached as an exhibit.

- |  |   |
|--|---|
| <input type="checkbox"/> a. Percentage change in the CPI.                                  | <input type="checkbox"/> g. Changes in reasonable operating and maintenance expenses.       |
| <input type="checkbox"/> b. State/federal wage and price guidelines.                       | <input type="checkbox"/> h. Repairs other than wear and tear.                               |
| <input type="checkbox"/> c. Comparable mobilehome spaces in comparable parks.              | <input type="checkbox"/> i. The amount of services and amenities.                           |
| <input type="checkbox"/> d. The length of time since the last increase.                    | <input type="checkbox"/> j. Any existing lease.   |
| <input type="checkbox"/> e. Completion of any capital improvements or rehabilitation work. | <input type="checkbox"/> k. A just and reasonable rate of return on the owner's investment. |
| <input type="checkbox"/> f. Changes in rent paid by the owner for lease of the land.       |   |

Total Amount Requested for Non-Automatic Rent Increase Application

D. Total Requested Rent Increase Amount (Automatic and Non-Automatic) 40.63

# Mobilehome Park Rent Review and Stabilization Ordinance

Automatic and Non-Automatic Rent Increase

Application Summary of Relevant Factors

FMC Chapter 12, Article 20

**Mobilehome Park:**

Name

Country Living Mobile Home Park

Address

3550 North Duke Ave, Fresno CA 93727**A. Automatic Increase – Consumer Price Index (FMC § 12-2014)**

1. Percent change in the previous year's Consumer Price Index (CPI) for the period between November 1 and October 31. 2.4 %
2. Base rent (the average rents of all affected spaces from December 1 of the calendar year preceding the rent increase date). \$ 593.13
3. Total dollar amount of the increase based upon the CPI, per space. \$ 14.24

**B. Automatic Pass-Through of Annual Government Costs (FMC § 12- 2013)**

1. Government mandated costs, 12 months prior to date of application. \$ \_\_\_\_\_
2. Government mandated costs effective on the date of application. \$ \_\_\_\_\_
3. Percentage increase over a 12-month period. \_\_\_\_\_ %
4. Percentage amount which exceeds 5 percent. \_\_\_\_\_ %
5. Total dollar amount of the increase based on the annual government cost increases, per space. \$ \_\_\_\_\_

**C. Non-Automatic Rent Increase (FMC §§ 12-2009 and § 12-2012)**

If applying for a non-automatic rent increase, the Mobilehome Rent Review and Stabilization Commission will consider the factors described in §12-2012 (a-k) in determining the amount of the increase. Review §12-2012 (a-k) and mark the box next to each relevant factor to the non-automatic rent increase. The application is not complete unless contextualized supporting documentation for each relevant factor is attached as an exhibit.

- |   |   |
|---|---|
| <input type="checkbox"/> a. Percentage change in the CPI.                                 | <input type="checkbox"/> g. Changes in reasonable operating and maintenance expenses.       |
| <input type="checkbox"/> b. State/federal wage and price guidelines.                      | <input type="checkbox"/> h. Repairs other than wear and tear.                               |
| <input type="checkbox"/> c. Comparable mobilehome spaces in comparable parks.             | <input type="checkbox"/> i. The amount and quality of services and amenities.               |
| <input type="checkbox"/> d. The length of time since the last increase.                   | <input type="checkbox"/> j. Any existing lease.   |
| <input type="checkbox"/> e. Completion of any capital improvements or rehabilitation work | <input type="checkbox"/> k. A just and reasonable rate of return on the owner's investment. |
| <input type="checkbox"/> f. Changes in rent paid by the owner for lease of the land.      |   |

Total amount of the non-automatic rent increase requested, per space

\$ \_\_\_\_\_

**D. Total Requested Rent Increase Amount, per space (Both Automatic and Non-Automatic)**\$ 14.24

## **Community Statement for Country Living Mobile Home Park**

September 26, 2025

This is a Collective Community Statement regarding the Road Paving done in July and August 2025.

In efforts to oppose the Non- Automatic increase we would like to express this expense is not financially feasible and unwarranted.

As a community we can state the roads were safe and habitable. Maintenance and resurfacing were neglected in certain areas; however, walking and driving throughout the community was not an issue.

By signing this Statement, you understand, and you agree with this Statement.

## **Declaración de la Comunidad de Parque Moviles Country Living**

26 de Septiembre de 2025

Esta es una declaración colectiva de la comunidad sobre la pavimentación de carreteras hecha en julio y agosto de 2025.

En un esfuerzo por oponernos al aumento no automático, nos gustaría expresar que este gasto no es financieramente factible y no está justificado.

Como comunidad, podemos decir que las carreteras eran seguras y habitables. Mantenimiento y el resurgimiento se descuidó en ciertas áreas; sin embargo, caminar y conducir por la comunidad no era un problema.

Al firmar esta Declaración, usted entiende y está de acuerdo con esta Declaración.

Space #  
Espacio #

Sign your name  
Firma tu nombre

146

Lino Zamora Marquez

145

Forest Crowder

144

Candice L Smith

141

Kevin Zamora

140

Mary Elizabeth

136

Mary Ann

134

Isabel Munoz

131

CHARLES CROWDER

162

Ed Kassus

95

Dina Kelly

157

157

Mary Ann

191

Ernest

Space #  
Espacio #

Sign your name  
Firma tu nombre

158

Andrea Lewellen / Paul Lewellen

159

Salvador Espinoza

161

Darlyn O'Callaghan

160

Samantha Lopez

165

MARLEN MAGANA ALVAREZ

167

Juan Torres

168

Veronica Rivera

170

Veronica Martinez

171

Phelp Wiff

174

Martha Delamuney

149

Bernard Froman

135

Mike Schil

Space #  
Espacio #

Sign your name  
Firma tu nombre

164

Leonda Johnson

186

Diane Chernick

92

Dr. Pz

190

Kevin Fag

188

Sammye Ramsey

187

Alex Pz

177

Vandell

185

Cv 101

184

Ernesto Nasarrete

183

Vaughn Thor-

189

Virgil Arnett

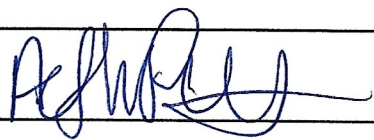
156

Adrian

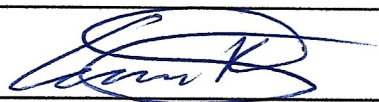
Space #  
Espacio #

Sign your name  
Firma tu nombre

#112



# 72




#70

Supelli

# 69

Ali M.

#66

Cyrena Lee + 

#60

Julio Guzman

# 12

Elder Miranda

#122

Ruby Campise

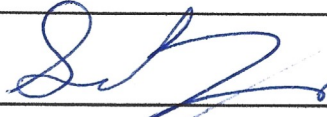
# 09

Mark Haselhorst


# 04

Matt Fleming Monica Perez

#07

Ray 

#06



Space #  
Espacio #

Sign your name  
Firma tu nombre

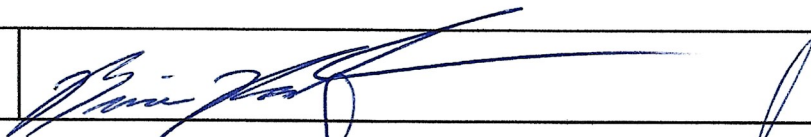
172

Lynn McCleugh

180



114



108

Maurice Smith

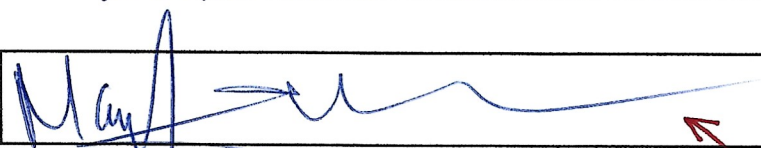
154

PER. Smith

105

Rachelle Fischer

102



102

Jose Garcia

Husband and wife from the  
same space #

91

Lorenza Fabela Cázarez

89

Janet Dominguez

88

Elvira Marcavilla DT

142

Tamara Messall

Space #  
Espacio #

Sign your name  
Firma tu nombre

82

Terry Lanning

84

Derrin Beagles

81

Jan P. Mc

80

Eyrl

87

Cassandra M. A.

~~CA~~

90

Pete H. Jones

96

Judy Marshall

101

M. J. H. L.

103

M. S. J.

100

Blanca Reyes Juarez

~~101~~ 178

KHOA DANIG HIG VUEN

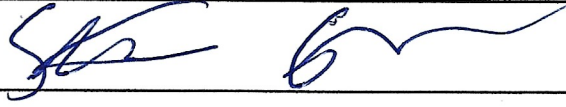
47

Brandon Dennis and Koren Brosnac

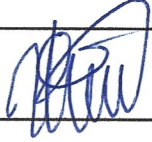
Space #  
Espacio #

Sign your name  
Firma tu nombre

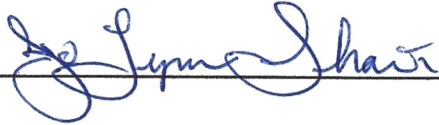
169



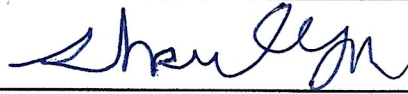
154



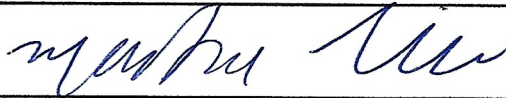
173



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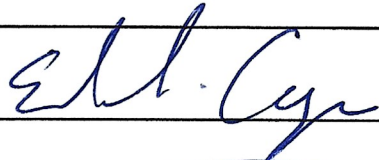
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133



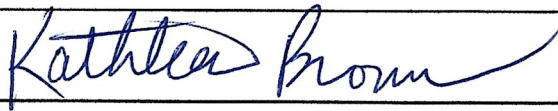
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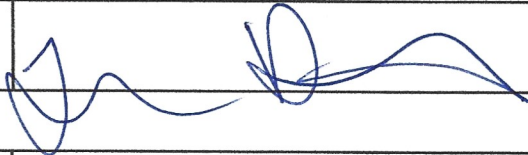
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127



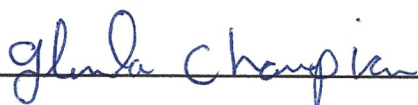
123



121



152



Space #  
Espacio #

Sign your name  
Firma tu nombre

86



182

Nora J. Martinez

19

Gladiolus Moraa

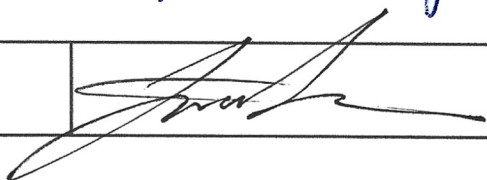
43

Marin Maldonado

44

Cynthia Aguirre

57



128

Stacy T. Carter

126

Mary Ellen Dumbay

76

Jean + Chelene Cochran

113



13

Robert Mc

74

Josie Santos

Space #  
Espacio #

Sign your name  
Firma tu nombre

16

Williams William III and Adam Williams

~~16~~

20

Stroth CRAIG & CARDYN

22

Steven Gonzales

Steven.Gonzales1987@  
Gmail.com

30

Cheryl Mercado

38

Justina Campos

~~44~~

~~Cynthia Aguilar~~

Duplicate

48

Thomas & Shelia Naomi Estrella

78

Dulce Calderon

77

Phil Vandervill

73

Robin Holleman

68

Steph M

Space #  
Espacio #

Sign your name  
Firma tu nombre

194

Lucero Islas

~~27~~

Peggy Sperry

40

Dakota Resiveter

41

Yurika Escott

42

Valencia

~~55~~

~~JOSEPH DACOSTA~~

55

JOSEPH DACOSTA

59

Susan Johnson

~~59~~

~~~~~

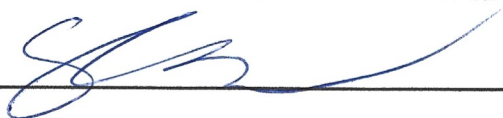
62

Debra Olmos

64

Angel Trojillo

56



~~57~~ 49

Eniquiel Jacobs

Space #  
Espacio #

Sign your name  
Firma tu nombre

✓ 48

Thomas Eschetter

Duplicate

45

Seth

52

Sam

124

Natalia Ramirez

129

Maricela Gonzalez

117

Christine Schmidt

109

Edgar Gonzalez R.

119

Olivia Herrera

32

Delia M

54

José Jiménez

8

Sally Ziegler

50

Christin Buddle

# Resident's Letters

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The following pages contain letters from the residents of Country Living Mobile Home Park

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Dear Sirs:

Sept. 28<sup>th</sup> '25

My ongoing chemo-therapy won't allow me to be there in person. This is a short letter I've written in my behalf. This is the 2<sup>ND</sup> time the park owners have improved their property and stuck us with the bill. We had no heads-up. One day heavy equipment showed-up, ripped up the roads (which were in O.K. shape), and put on a new asphalt surface. I thought that was that.

Now they want us to pay for something that we tenants have no ownership in. That is not right. Let's say

I wanted to sell my car. So I get a new paint job. Is it right that I give you the bill? No - it's my property and only I gain from the improvement for selling my car for a big mark-up. My property = my responsibility

Their property = their responsibility

There is no other way to look at it. We shouldn't have to pay a millionaires bills. As a 73-year-old veteran living on a disability pension which barely pays the bills, this will take food out of my mouth. It is an unexpected expense I can't afford and can't budget for.

Just say no - please...

Thank-you for your attention-



Mr. Bernard Froman  
3554 N. Duke Ave. Spc 149  
Fresno, CA 93727

68

Bernard E. Froman  
Bernard E. Froman Sp.#149  
3554 N. Duke Fresno 93727

## Tax information regarding the Capital Improvements

To whom it may concern;

My name is Glenda Cfhamption, i reside at Space 152. I am a retiree from the Internal Revenue Service after over 30 years of service. I retired as a Quality Program Tax Analyst. This requires me to know the tax code for both personal and business returns. I would receive refresher courses every year when there were changes or updates to the Internal Revenue Code (IRC).

Our owner of Contry Living Mobile Home Park (CLMHP) stated that she refurbish the park roads under Capital Improvements for a 15 year amortization period. This is due to her stating the road needed to be repaved since it has not been done for over 30 years. She took out a loan with a 15 year interest that was then put onto our rent. According to Code of Article 20 this repavement does not meet the definition for Capital Improvements.

According to Internal Revenue Code (IRC) 263 the definition for Capital Improvements is as follows: Capital Improvements are significant changes or additions to the property that enhance its value or prolong its life.

Where as IRC 162 states ordinary repairs are to maintain the property.

Based on the IRC 263 and 162, the repavement of the park roads are not Capital Improvements, since there was no changes to the infrusture or additions made to the roads of the park.

Thank you

Glenda Champion

3554 North Duke Ave SPC 152