

Comments of Michael McKinsey Brenda Barnes and Peter Naughton, Homeowners and Interested Parties, ¹ on REIR re: Proposed Development at 2930 Colorado Avenue, Santa Monica 90404, SCH#2010061036 :

These are supplementary comments to those already submitted . As we got an automatic response to email of comments on 10/15/12, we assume that submitting these comments now- besides being well with the comment period, up until the City Council decides, given in Government Codes should pose no problems for anyone. Specifically if complying with the City's 30 day limit to respond to all comments submitted within 45 days of issuance of the REIR were a real consideration, the primary planner would not have scheduled being out of the office for nine (9) days after the 45 days ended.

The REIR is an attempt to evade the Lead Agency's responsibility to provide information on what, if any, consideration was given to alternatives to the project presented for the first time in the REIR.

CEQA Guidelines state the importance of detailing the no build alternative whenever it is used. Any alternative presented may be classified as 'no build' (referred to in the FEIR as No Project) whenever the existing environmental setting is maintained. Accordingly, for the purposes of evaluating this latest proposal, information on the circumstances and settings under which the existing uses on-site would remain. need to be provided. The FEIR vaguely states (p23) that the No Project Alternative can be identified as such when any and all scenarios and procedural actions taken whereby "the existing mobile home park would in whole or in part be retained" with "all existing utility infrastructure". Currently the REIR , although proposing a project that comes under this FEIR classification, ignores the issue entirely.

It does so conveniently as it allows the REIR to assume a semblance of transparency about the scale and intensity of the latest proposal while in fact making it almost impossible to analyze the actual intensification of uses in certain parts of the site. This is detrimental to site planning, and represents major departures from the project presented in the FEIR as follows:

Proposed Building B is now 117, 254 sf bigger than the Building B proposed in the FEIR and Building C has been increased by 60,980 sf..These are located in areas of the site which have already been delineated as unsuitable for such buildings because of their weight and the nature of the soil. (Attached Map 1 refers)

¹The State Mobilehome Residency Law ("MRL"), Civil Code §§ 798 et seq. Uses "homeowner" as the terminology for a person entitled to reside in a mobilehome park. In Santa Monica, under Santa Monica Rent Control, City Charter § 2001, homeowners are covered as to the space they rent to put their mobilehomes, on a permanent foundation, and live permanently in them, as "tenants," just as are all other persons entitled to rent housing units in Santa Monica. For consistency throughout these Comments, unless referring specifically to housing services and rents due to them as tenants of the spaces of ground or real estate rented by homeowners under Santa Monica Rent Control, the persons commenting will be referred to as "homeowners," as under the MRL. Each of the three of us is commenting jointly with the other two, but for him or her self alone, not representing each other

Increased Density:

These larger buildings would be higher, so have additional effects on the neighborhood, additional lack of integration with and fitting into the scale of its neighborhood limited to two-story R-2 building

Larger buildings also would be more than 3 times the surrounding R-2 zone density of 15-30 units per acre.

CEQA guidelines state that "a discussion of the "no project" alternative will usually proceed (A) When the project is the revision of an existing land use or regulatory plan, policy or ongoing operation, the "no project" alternative will be the continuation of the existing plan, policy or operation into the future. Typically this is a situation where other projects initiated under the existing plan will continue while the new plan is developed. Thus, the projected impacts of the proposed plan or alternative plans would be compared to the impacts that would occur under the existing plan."

The REIR must include sufficient information about each alternative considered for the mix of residential uses -apartments, studios, condominiums and residential mobile home uses to allow meaningful evaluation, analysis, and comparison with the mixture presented in the proposed project.

The REIR fails to discuss how the proposed project complies with the LUCE policies relating to Village Trailer Park.

The LUCE goal elucidated by Planning Commissioner Jennifer Kennedy at the City Council hearing on the last proposal for this land held on July 24, 2012 was that this and the other two adjacent sites (Roberts Business Center and 2834 Colorado) were to be developed, if at all, as "transit buffer" zones between dense transit oriented development within five (5) minutes walk of the Bergamot Transit Station, and the R-2 community to the North and Northeast, and Northwest (for two blocks) of the site. Nothing in the new proposal is reduced enough to make the proposal anything but highly dense, 80-110 units per acre, not a transitional or buffer zone....

Siting the "up to" 10 trailers or mobilehomes (the proposal is not clear that mobilehomes on the existing Village Trailer Park site could be excluded from consideration as qualified to move to the Stanford-adjacent square small portion of the land) on Stanford would put them on three sides surrounded by industrial and commercial uses. Those people would therefore be moved from their current residential community, where, unless they are in Rows A or E-F or in the front or back columns, they are now surrounded by residences on all four sides, to a tiny location where all residents would have a street, now made more busy than before the development, and/or an industrial building within mere feet of their homes. This therefore represents complete destruction of a residential neighborhood, inimical to LUCE and the most basic principles of planning. It also represents an illegal placement of the "up to" 10

trailers/MH's in that Government Code s. 66427.4(a) requires a developer who needs a subdivision map to change the use of a mobilehome park-such as the instant proposed developer-to show how the current residents will not suffer negative effects of displacement as interpreted in *Sequoia Park Association V County of Sonoma* (1st Dist. 2009) 176 Cal. App 4th 1270,1285) this section means such a developer who seeks to change the use of a Mobile Home Park must provide "adequate replacement space in a Mobile Home Park for the residents and their mobilehomes. "If that is impossible, as it is here unless a plan is proposed for keeping 109 Mobile Home spaces and the housing amenities to which they are entitled on the new project site, then Govt. Code s 66427.4 (c) provides that the developer must "mitigate the damages" to be suffered by the current residents from the development. No limit is placed on how much the developer must pay to mitigate those damages (compare Govt. Code s 65863.7(c) which when a governmental agency is closing a park limits the costs of mitigation of adverse impacts to relocation costs). (see attached Exhibit A)

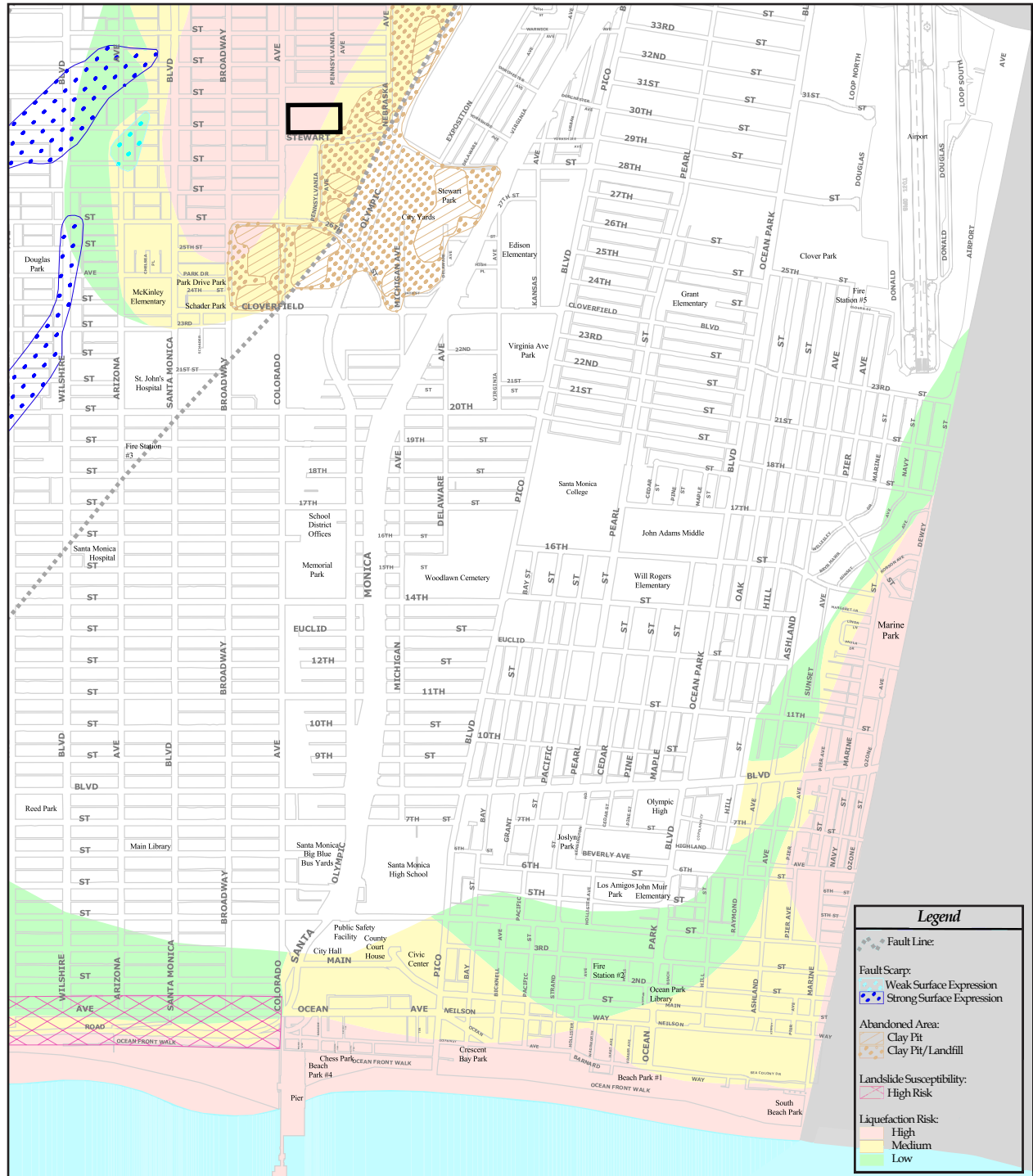
The REIR fails to follow CEQA data recovery guidelines.

The necessity for data recovery for evaluation of soil suitability for any change of land use on the site as per CEQA Guidelines 15126.4 has been ignored . A data recovery plan, which makes provisions for adequately recovering the scientifically consequential information from and about the soil, should be prepared and adopted prior to any excavation on the site. Such data recovery plans were first mentioned in LUCE (FEIR Vol 1 p 286) and subsequently in the environmental impact documents prepared for the "related" 2834 Colorado and Roberts Business Park development proposals. The disparity of assessments and planned data collection and analysis of hazards related to soil characteristics done by LUCE, 2834 Colorado and Roberts compared to none at all in Village Trailer Park is evidence that the city does not anticipate any development on the site and that the goal is just to close the park without caring how that is done.

The land use plan divides and forces residents to live as serfs in the shadow of the manor house through creating 3 different kinds of residential use configured as 2 ghettos and 1 luxury condominium area. The REIR is deficient in data sufficient to enable the public to evaluate the economic, environmental, and social factors and in particular the goal of providing a decent home and satisfying living environment for every resident. The REIR completely ignores its responsibilities under CEQA guideline 15022 regarding the proposed mix of residential uses especially with respect to the maintenance of urban infrastructural services such as sewer, water and site drainage utilities for the particular configuration of that mix.

In addition the REIR outlines a land use configuration that increases the retail element to more than 15% of the total project without identifying the new impacts of this intensification arising from the new mixture of residential types being discussed. While attempting to tier its discussion of project-specific effect of this intensification by reference to the FEIR, the REIR fails to take into account that the direct and/or indirect environmental effects of the revised project other than cumulative effects and growth-inducing effects covered by the tiering attempt have not been addressed.

The above glaring defects in the REIR need to be remedied.



 Project Location



Geologic Hazards

Figure 4.4-2

EXHIBIT A

How Options in City's 3/31/12 Survey of Relocation Options Being Offered by Developer Match Up with What We Are Entitled to By Law



	Adequate ¹	Replacement ²	Space in a Mobilehome Park ³	For My Mobilehome ⁴	And Myself ⁵
Option 1: Rental at MV MHP	NO -#5,6,15-23 missing (see attached list of required characteristics-Exhibit A)	NO Not Owned, #13 & 21	NO,# 5,6,18-25 States that mobilehomes not allowed	NO States that mobilehomes not allowed #5, 6, 13, 21	NO- no rent control, no MRL rights, rents higher unless I income qualify #13,20
Option 2: Move to temporary housing and then to apartment at new 2930 building (if any)	NO - #5,6,13,14,15,16,17,18,19,20,21,22-24 missing (see attached list, Exh.A)	NO Not Owned, #13 & 21	NO-not space in a mobilehome park, # 5,6,18-25	NO- my mobilehome cannot go to space in a mobilehome park included #5, 6, 13, 21	NO- no rent control, no MRL rights, rents higher unless I income qualify #13,20
Option 3: Move to Community Corp. Santa Monica rental apartment	NO - #5,6,13,14,15,16,17,18,19,20,21,22-24 missing (see attached list, Exh.A)	NO Not Owned, #13 & 21	NO-not space in a mobilehome park # 5,6,18-25	NO- my mobilehome cannot go to space in a mobilehome park #5, 6, 13, 21	NO- no rent control, no MRL rights, rents higher unless I income qualify #13,20
Option 4: Move to another mobilehome park in a new mobilehome	NO- this option states "might not be in Los Angeles area"-report by owner in 2006 said there are no spaces within 25 miles, so definitely not in Los Angeles area-so no guarantee #1-22, 24 (see attached list, Exh.A)	YES, if owned free and clear, #13 & 21	YES, if in a true replacement mobilehome park # 5,6,18-25	NO- option says a new mobilehome, not mine #5, 6, 13, 21	NO- no rent control, no MRL rights, rents higher unless I income qualify, even rent control in other jurisdictions weaker than Santa Monica. #13,20
Option 5- Move to housing specifically for seniors	NO-we live in a family park	NO -not owned, #13 & 21	NO- not in a mobilehome park # 5,6,18-25	NO- does not say my mobilehome can go #5, 6, 13, 21	NO- no rent control, no MRL rights, rents higher unless I income qualify #13,20
Option 6- cash payment	YES-if \$450,000 ⁶	YES, if enough to own ,#13 & 21	Unlikely # 5,6,18-25	Perhaps #5, 6, 13, 21	Perhaps #13,20
Option 7-My preference is not on this list	YES- Exhibit A,1-25, plus relocation costs	YES- Exhibit A,1-25, plus relocation costs	YES- Exhibit A,1-25, plus relocation costs	YES- Exhibit A,1-25, plus relocation costs	YES- Exhibit A,1-25, plus relocation costs

1 Government Code s 66427.4 (a), numbers in table above refer to characteristics of adequate replacement space, Exh. A

2 Government Code s 66427.4 (a), numbers in table above refer to characteristics of adequate replacement space, Exh. A

3 Government Code s 66427.4 (a), numbers in table above refer to characteristics of adequate replacement space, Exh. A

4 Sequoia Park Assoc. v County of Sonoma (1st Dist.2009) 176 Cal.App. 4th 1270,1285: "adequate space in a mobilehome park for their mobilehome and themselves"

5 Sequoia Park Assoc. v County of Sonoma (1st Dist.2009) 176 Cal.App. 4th 1270,1285: "adequate space in a mobilehome park for their mobilehome and themselves"

6 Letter dated 5/20/11 attached hereto as Exhibit B, Table 1, p.4 (outlined in red) cost of 325 sq.ft. unit \$287,003, plus #1-25 characteristics, Exhibit A. Also see Exhibit C, a listing of the most recent houses available to buy in Santa Monica 90404 north of I-10, starting at \$300,000, missing characteristics listed in Exh. A. The first listing with all characteristics except having one common wall and only one parking space, is at 1503 Berkeley St., for \$388,000



EXHIBIT A



Characteristics of Adequate Replacement Space

Comparable housing (or in the term used in Gov't C. § 66427.4(a): "adequate replacement housing in mobilehome parks") would have to have the following characteristics, or to put it in the converse, losing these qualities of our current housing would impact us as the developers are required to mitigate. Govt Code s 66427(c)



- (1) be located in a beach area with a mild marine Mediterranean climate such as Santa Monica's;
- (2) be located in a city of about 100,000 with opportunities for residents to engage in civic affairs and have a possibility to influence their local government they should have in a city of 100,000;
- (3) be located in such a small city surrounded by a City like the City of Los Angeles, the second largest city in the United States, with many millions of work, cultural, shopping, and entertainment options within reasonable commuting or other transportation distance (c. 25 mi. = 30 min.);
- (4) be located within 30 blocks of the Pacific Ocean or another adequate ocean I approve;
- (5) consist of self-contained owned houses (no common walls, and neighbors at least 10 feet away on three sides, a private street with less than one car an hour traffic on the fourth side);
- (6) have yards for every house, allowing on one's rented land exclusive private yard space for gardening, sitting-out, sunbathing (clothing optional), barbecuing and other outdoor eating, entertaining, and parties, summer sleeping-out, and/or other outdoor private or communal recreation, all at the tenant-homeowner's choice without getting anyone's approval, subject only to the same noise and other laws applicable in any City single-family residence zone;
- (7) Be located in an elementary school district feeding to a "distinguished school" middle school with its own Wikipedia page ((e.g Lincoln Middle School, formerly Lincoln Junior High School,) Exh. D
- (8) be located in a topnotch secondary school district, with a top-rated free public high school with many good athletic teams (both girls' and boys', as Santa Monica had two League champion girls' teams in 2010), a good marching band, award-winning drill and cheerleading teams, a good drama program connected with Hollywood film studios and other parts of the industry, a good vocal music program, and decent free elementary and middle schools, plus convenient, safe, well-operated after-school activities such as the Santa Monica Boys and Girls Club and hundreds of commercial after-school activities for students and children (for good resale value even for those of us who do not have children);
- (9) be located within two miles of a top community college with high transfer rates to four-year universities and free extensive emeritus (seniors') college and auditing of regular classes;
- (10) be located within 25 miles of at least 10 world-known four-year universities;
- (11) be located within five miles of two top teaching hospitals, within 25 miles of at least four more;
- (12) be in a city with a convenient, cheap, close public bus system, connected to the regional rail system, so residents who cannot drive when they are older or do not want to drive at any age can go anywhere from home with not more than 25 minutes' walk each way;
- (13) have space rent under \$500 per month and available trailers to buy for whatever price the developers give the displaced residents for being displaced (plus the actual costs of moving), and be covered by State rent control, with park owners willing to enter into agreements for further protection such as that against harassment, as given by Santa Monica Rent Control, and also against rent increases and evictions any more than allowed by SM Rent Control and evictions by the Charter provision passed in November 2010, for as long as either of these remains in effect;
- (14) have electricity metered to each house, water and trash included for space rent;
- (15) have a swimming pool sufficiently big for the number of units as the current one at Village Trailer





- Park is for 109 units, locked and maintained (MV MHP's has a sign stating, "12 persons");
- (16) have a recreation room and common outdoor BBQ space next to the pool sufficient for the number of tenants, as the one at VTP is for 109 tenants, to use as they wish for as common area for personal use, dinners, and parties, with a men's and a women's bathroom and shower;
 - (17) be in a historically-significant development the tenants can be proud to live in, one with stable use and occupancy since 1950, no methane gas below or next to the park, and no plan by the owners to convert the park to a mobile-home and/or permanent house space;
 - (18) be in a supremely quiet location, quiet enough to work all night and sleep until noon if one wishes, with no freeway within a mile, and be not within two miles of a high-crime zone;
 - (19) have sufficient guaranteed parking for each tenant to have two assigned spaces;¹
 - (20) have mature fruit and shade trees, at least 163/3.85.acres, in and around the entire development, plus many flowers, shrubs, and bushes as well, lush landscaping, with numerous resident and migratory birds, squirrels, cats, and butterflies (we'll live without the opossums!);
 - (21) belong to us, so we can will it to grandchildren or anyone else we wish then living at the time of our death, with the same guarantees for them as listed above for us included for space rent all their lives, as long as rent control lasts, and if rent control ends, at least eviction protection as provided in the City Charter for units not covered by rent control, as long as that protection lasts;
 - (22) have enough variety in foods grown by residents that we can trade our excess and end up with 80% of our food grown organically on-site, and have farmer' markets to buy the rest within two miles accessible by bus three days a week, within five miles another two days a week;
 - (23) be able to put a TV antenna on the roof to get free local TV channels;
 - (24) be ADA accessible and have other aging-in-place design features inside and out..
 - (25) Have a private entrance, not in a corridor with other people, and that private entrance to be on the ground floor`



Plus costs of relocation if relocation is required, three possibilities, one to be chosen by me at the time all legal challenges to the development have been completed, or earlier if I choose (relocation fees under Rent Control for apartment dwellers are not relevant, nor are proposals by the developers, which have been pushed on us illegally by both the developers and the City trying to coerce us into moving, thinking that with attrition they will have fewer units to have to put under rent control and fewer remaining tenants to have to relocate with adequate replacement housing in mobilehome parks as listed above):

Possibility 1

1. Actual cost of a replacement house with all the above amenities while I am temporarily displaced for construction, if it is not feasible for me to stay on the property during construction as the developers promised in the 2007 MOU with the City that I would be able to do; and
2. Moving back when construction is completed to a space with a trailer comparable to or my current trailer at Village Trailer Park with the above characteristics; or



1 When we moved here in 1986, we had two private parking spaces at the median in front of our lot, marked C-9 with paint. Current owners substituted first-come first-served parking spaces instead, without enough for all tenants to have two, and no monitoring of who is parking where, so we have had to walk in the dark on City streets as far as four blocks when we arrived home late. Even if there were enough spaces and they were designated and guaranteed two to us, the landlords have served a notice cars would be towed if they thought they were illegally parked, and I have seen residents' cars towed, which could never have happened in 1986, since the spaces were designated for our own lot so only we could have had cars towed from our space.

Possibility 2

Actual costs of moving to another space with a paid-for trailer comparable to or my current trailer in Santa Monica with the above characteristics (Mountain View MHP lacks items # 5, 6, and 14-22); or



Possibility 3

1. Actual cost of moving to a replacement house with all the above characteristics or others, which I find myself and am satisfied with (Mountain View is not acceptable, see above); and
2. \$200,000 for present value of my lost leasehold at VTP for 99 years under Santa Monica Rent Control, plus at least \$50,000 to settle case(s) for damages for violation of my rights to quiet enjoyment and to be free of tenant harassment under Santa Monica law during years 2006 through date of settlement.

As to relocation fee according to SM Rent Control Board, even as to apartment tenants, and what replacement housing has to have in qualities to make it truly replacement housing, see this:

http://www.smgov.net/uploadedFiles/Departments/Rent_Control/Information_and_FAQ/Permanent%20Relocation.pdf



Can a landlord choose to not pay the relocation fee to a tenant?

Only if the landlord chooses to relocate the tenant into a comparable apartment. The landlord is still responsible for paying the tenant's moving costs. The new unit must be comparable to the old one in size, price, location, amenities, proximity to medical and recreational facilities as well as parks, community centers, shops, transportation, schools, churches and synagogues. [Emphasis added.]