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PO Box 638
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July 23, 2019

Kittitas County Community Development Services
Attn: Dusty Pilkington
411 N Ruby ST, Suite 2
Ellensburg, WA 98926

RE: Request for Development Agreement to Marian Meadows Estates (DV-19-00001)

Dear Dusty,

Please pass my comments on DV-19-00001 to the Commissioners for consideration. Thank you.

The following comments are intended to assist Kittitas County Commissioners in their understanding, discussion and decision making in regard to proposed Development agreement between Kittitas County and Easton Ridge Land Company as it will apply to the proposed Marian Meadows Estates PUD and associated development application.

Page one, Recital three of the proposed resolution references 15A.11.020 and Exhibit D Marian Meadows Community Standards and Guidelines. I offer the following comments on these documents.

15A.11.020 General requirements.

Kittitas County may enter into a development agreement with a person having ownership or control of real property within the county's jurisdiction.

A development agreement **must set forth the development standards** and other provisions that shall apply to and govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement.

A development agreement shall be consistent with applicable county development regulations, except as such development regulations have been modified by the development standards contained in the agreement. **This does not require modification of development regulations it only allows modification.**

A development agreement does not affect the validity of a contract rezone, concomitant agreement, annexation agreement, or other agreement in existence on July 23, 1995, or adopted under separate authority, that includes some or all of the development standards provided in subsection E of this section.

For purposes of this chapter, **"development standards"** include, but are not limited to:

Project elements such as permitted uses, residential densities, and nonresidential densities and intensities or building sizes;

Mitigation measures, development conditions, and other requirements under Chapter 43.21C RCW;

Design standards such as maximum heights, setbacks, drainage and water quality requirements, landscaping, and other development features;

Road and sidewalk standards;

Affordable housing;

Water, sewer, storm drainage and other infrastructure requirements;

Parks and open space preservation;

Phasing;

Development review processes, procedures and standards for implementing decisions, including methods of reimbursement to the county for review processes;

A build-out or vesting period for applicable development standards;

Process for amending the development agreement; and **any other appropriate development requirement or procedure.**

A development agreement may obligate a party to fund or provide services, infrastructure, or other facilities. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. **A development agreement shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety. (Ord. 2000-07; Ord. 98-10, 1998)**

Exhibit D Marian Meadows Community Standards and Guidelines

Section 1 Building Types

6. I would suggest adding language that the developer have oversight of building standards if “standards” are specified to include Kittitas County Building Code.

Section 2 Building Oversight

2 (f). The phrase “**unless specifically addressed within this section**” should be deleted. Unless there is a very specific, designed and engineered item identified all construction should comply with or exceed KCC.

Section 2 Attached Townhome residential

3. There is no indication on any application documents describing the number of residential units provided by the Town House element of the proposal. Currently the proposal indicates a PUD density of 89 parcels. Information provided by CDS at the Kittitas County Commissioner’s Hearings define density as residential units. This definition of density requires each residential unit in the town houses to be included in the density calculation. A clear calculation of the PUD “density” must be included in the Development Agreement in order for the County to be in compliance with its own Code.

Section 2

3 (e). The phrase “**unless specifically addressed within this section**” should be deleted. Unless there is a very specific, designed and engineered item identified all construction should comply with or exceed KCC.

Section 2

4 (b). “**These parcels will not be subject to automated fire suppression requirements**” careful consideration of this standard is a must. The heavily timbered slopes of these parcels if ignited would quite possibly a catastrophic event. The Roslyn City water shed is very near these parcels. Not only the Marian Meadows Estates and the community surrounding it would be affected by a fire, but the City of Roslyn, Community of Ronald and the Suncadia Resort would likely be in grave danger due to their proximity and the upslope movement associated with wildfire. Buildings on these parcels absolutely must require fire suppression systems.

Section 2

4 (g). The phrase “**unless specifically addressed within this section**” should be deleted. Unless there is a very specific, designed and engineered item identified all construction should comply with or exceed KCC.

Section 2

*. “**These parcels will be treated uniquely due to their size, recreational/ tourism possibilities**”. This propose of the 4 large parcels is stated to be for a single family residence with associated out buildings. The reference to recreation/tourism must be eliminated from this document. The phrase recreation/tourism indicates an intent to allow commercial services or uses for non PUD property owners. It would not seem realistic to view residents of the PUD as tourists.

Section 2

5 (c). Use of onsite septic should be more specific.

Section 2

6. RV Complex

A. Storage Units

(a) “Setbacks – 15’ form natural buffer areas” – Natural buffer area specifications are not Included in Exhibit D - Community Standards and Guidelines. Natural buffer areas must be identified in this document. The makeup of “Natural Buffer areas” should be in compliance with a Fire Management Plan. I do not believe that a 15’ set back is adequate for buildings which are intended to contain flammable an explosive materials (gasoline. Diesel and propane). There is no public safety inspection requirement in place for inspection of private property. The layout of the RV Storage units further complicates the potential for a catastrophic event. The units are either connected or in close proximity to each other and are in the airport safety zone.

(e) “storage operations focusing on Recreational Vehicle Storage” – Recreational Vehicle is not defined in this document. Whether intended for storage in these units, or not, recreational vehicles can include

boats, snowmobiles, motorcycles, side by sides, four wheelers, jet skis and others. While a travel trailer or Motorhome can contain gasoline, diesel and propane, additional motorized recreational vehicles are often fueled using portable gas containers which in a public setting would require proper storage in an approved FLAMMABLE storage cabinet. Again there is no provision in law for fire safety inspections of private property. I believe the storage units could be a public safety hazard without guaranteed stringent oversight.

(h) Overnight and human habitation of recreational vehicle storage units are restricted by condition 41 page 32 of Kittitas County Ordinance 2018-006

(i) **“Outside storage would be limited, seasonal and ***”**. I do not see any description which demonstrates there is outside storage for the RV Complex. The application specifically states there will be not outside storage. Would this statement be a request for additional uses not included in original application? **Item 4.4 General Provisions page 4** of the proposed Resolution for a Development Agreement between Kittitas County and the applicant states **“Ownership within SCRVR is limited to interior storage spaces and does not allow for exterior storage.**

(j) **“ Storage unit use would be limited to free and simple ownership, tenants and guest” Condition 40 of Kittitas County Ordinance 2018-006 states “ The recreational vehicle storage units shall be for the exclusive use of recreational vehicle storage unit owners and shall not be rented to. Or used by, any other person for any amount of time.** Tenants and guests would not be allowed to use the recreational vehicle storage units therefore the language in this document must be corrected to be in compliance with the ordinance. Keep in mind that allowed uses in a PUD other than residential are restricted to parcel owners within the PUD and are not to serve the public. Allowing public use of PUD amenities would be a violation of code and would require revocation of the Conditional Use Permit. This statement also applies to **Exhibit F- Conditions Page 2 item 40)** in which the applicant indicates CC&R’s will provide restrictions limiting use to ownership and inferring such a restriction would appear to be a violation and restriction on private property rights. CC&R’S offer little assurance of continued compliance and can be changed easily especially if the majority parcel owner is the developer. As far as violating private property rights, I believe a Conditional Use Permit is a use that is conditioned upon existing code and in this case a Development Agreement. If the applicant believes this condition violates private property rights perhaps the application should be withdrawn until such time Washington State laws and Kittitas County Code are in agreement with the applicants beliefs.

Note: Finding of fact 36.1 page 23 of Kittitas County Ordinance 2018-006 mid paragraph – “the campground and recreational vehicle storage areas are for the use of property owners only, and not to be sold, rented, leased or otherwise used by nonresident public. I believe this statement indicates the intention of County Commissioners is to restrict ownership and use of the RV Complex and campground to PUD residents. Documents presented by the applicant are vague on this subject and must be presented with a clear statement regarding ownership and use of the RV Complex and campground which is clear and in compliance with the ordinance. Such language which reflects use as stated in the above referenced finding of face must be included in any document moving forward.

Section 2

6. RV Complex

B RV Commercial Applications

Finding of fact 36.2 page 23 of Kittitas County Ordinance 2018-006 third sentence “There is a proposed recreational service center, but it is likewise a small scale and intended to service the recreational vehicles for the units stored on site.”

I believe it is necessary for this requirement to be restated in the development agreement and a program put in place to assure compliance. In addition a strong statement that the CUP will be null and void if this condition is violated.

General Comments

I would like to remind the Commissioners that this proposal has been an ongoing extending more than a decade. Although the applicant has made substantial improvements to the proposal there are still outstanding issues which must be resolved.

Schools are addressed in condition 30.3 page 29 of Kittitas County Ordinance 2018-006. The final two sentences of the paragraph state “The applicant shall contact Easton School District and develop mitigation measures. Mitigation measures shall be included in the development agreement. The mitigation offered in the attachment to the propose development agreement was not mitigated with the school district and is unacceptable. (It is shameful, immoral and disgusting.) CDS and the County Attorney can say well that is what the EIS says. That statement is nothing more a lack of ability to understand or care about the school funding and facilities requirements. Any agreement between the applicant and the School District must be based on real facts not an opinion that all the County has to do is exert minimum effort and say that’s the way it is. A development agreement is intended to mitigate and come to an agreement that will allow public facilities to continue operations without forcing existing residents to absorb the cost of additional facilities which new development will require. This item must go back and require sincere mitigation between the applicant and the School District.

Fire District Mitigation. I do not believe any mitigation has taken place between the Fire District and the applicant to date. Ordinance 2018-006 made a requirement that such mitigation take place.

Water Although DOH has approved a sufficient number of hook ups I do not believe the applicant has come to an agreement for service and facilities improvements.

Ordinance 2018-006 Findings of Fact

34.1.1.6 Second paragraph – The proposal meets the underlying density for the Rural-5 zone. If the applicant provides support for fire, hospital and school services as a part of a development agreement, impacts to rural levels of services will be mitigated for consistency with this GPO; (GPO 8.33)

I know the record is large on this proposal, but I urge careful consideration on this document. I have found many statements that are difficult to clearly associate with the intent of the proposal. The number if attachments and exhibits tend to be confusing and make it difficult to see all of the details as one clear picture.

I would ask for definitions to some of the new “labels” being applied to the proposal.

Silver Creek Recreational Vehicle Resort:

RV Condominium:

I do not see definitions in County Code for a Recreational Vehicle Resort or a RV Condominium.

Unfortunately due to personal responsibilities I do not have enough time to continue my comments.
Thank you for considering my comments.

Sincerely,

Marge Brandsrud

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