2010 Annual Threshold Review Recommendation
and Consideration of Geographic Scoping
Site-Specific Amendment

Inoue-Lasswell

Staff recommendation: Recommend that the City Council **not include** the Inoue/Lasswell CPA into the 2010 annual CPA work program.

At its April 14, 2010, study session the Planning Commission noted consideration of this application should occur by expanding its geographic scope from the original two-parcel proposal to include all of the similarly situated property in Brentwood Acres. This staff report reviews the geographically-expanded application.

Permit Number:	10-103531 AC
Subarea:	Southeast Bellevue
Address:	2011 through 2061 144th Ave SE (total of twelve parcels)
Applicant:	Kunio Inoue and Gemini Lasswell

PROPOSAL

This privately-initiated application would amend the map designation on the twelve parcel, fifteen-acre site from SF-L (Single Family-L) to SF-H (Single Family-H). See Attachment 1 for a map.

SUMMARY OF STAFF RECOMMENDATION

Staff recommends not including this Comprehensive Plan amendment application in the work program because it does not address significantly changed conditions and it would likely be found inconsistent with current general policies for infill redevelopment.

Conditions of citywide housing supply and demand, the age and quality of property infrastructure, and growth due to nearby single family residential higher densities identified by the application are not themselves significantly changed conditions implying a need to amend the Comp Plan.

To achieve compatible infill redevelopment, policies direct a balance between neighborhood and city interests and encourage the most efficient use of land at urban densities. The proposal would not be able to achieve this balance and efficiency because its multiple ownerships and complicated property configurations make it unable to actually realize a redevelopment potential at a higher density without neighborhood impacts. Inoue-Lasswell is thus different from previous CPAs that increased the residential density of similar low-density areas. However, these latter CPAs were found consistent because their attributes of simple ownership and property configurations made them appropriate for accommodating increased density.

Expanding the geographic scope was necessary. However, doing so does not make the application meet other threshold criteria.

Brentwood Acres' multiple ownership, configuration patterns, and coherent neighborhood structure leaves it more in common with other low-density neighborhoods in Bellevue* that are considered predominantly fully platted and developed. These similarities of ownerships, patterns, and neighborhood structure make consideration of a CPA for Brentwood Acres premature.

*These areas include Blueberry Hill in southeast Bellevue; Diamond S Ranch, Bellewood Farm and large portions of Bridle Trails in northwest Bellevue; the Chism Beach area; Graber, Lakemont Woods, and areas farther up Cougar Mountain, along with the Hilltop community, in south Bellevue.

BACKGROUND

The site currently consists of twelve single family parcels. If the CPA is adopted, the site could be rezoned to allow redevelopment at up to five units (R-5) per acre.

THRESHOLD REVIEW DECISION CRITERIA

The Threshold Review Decision Criteria for an initiated Comprehensive Plan Amendment proposal are set forth in the Land Use Code Section 20.30I.140. Based on the criteria, Department of Planning and Community Development staff has concluded that the proposal **should not be included** in the annual CPA work program.

This conclusion is based on the following analysis:

A. The proposed amendment presents a matter appropriately addressed through the Comprehensive Plan; and

The appropriate land use designation on a specific site is a matter appropriately addressed through amendment of the Comprehensive Plan.

B. The proposed amendment is in compliance with the three-year limitation rules set forth in LUC 20.30I.130.A.2.d; and

The three-year limitation does not apply to this proposal to amend the site designation. The site has not been examined since the Southeast Bellevue Subarea Plan was adopted.

C. The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City Council; and

This suggestion does not raise policy or land use issues that would be more appropriately addressed by an ongoing work program. There are no ongoing planning studies in the area.

D. The proposed amendment can be reasonably reviewed within the resources and timeframe of the Annual Comprehensive Plan Amendment Work Program; and

The application can be reasonably reviewed within the resources and time frame of the current Annual Comprehensive Plan Amendment Work Program.

E. The proposed amendment addresses significantly changed conditions since the last time the pertinent Comprehensive Plan map or text was amended. Significantly changed conditions are defined as:

> **Significantly changed conditions.** Demonstrating evidence of change such as unanticipated consequences of an adopted policy, or changed conditions on the subject property or its surrounding area, or changes related to the pertinent Plan map or text; where such change has implications of a magnitude that need to be addressed for the Comprehensive Plan to function as an integrated whole. This definition applies only to Part 20.30I Amendment and Review of the Comprehensive Plan (LUC 20.50.046); and

The proposed amendment does not address significantly changed conditions on the subject property or its surrounding area.

Citywide housing supply and demand, the age and quality of property infrastructure, and growth due to nearby higher single family residential densities are not themselves significantly changed conditions implying a need to amend the Comp Plan. These conditions identified by the application are evidence of the passage of time and growth itself, both of which are anticipated in the Comprehensive Plan.

For example, Brentwood Acres' unified pattern of low density residential development predates the newer neighborhoods around it. The Brentwood Acres configuration dates from 1954, with the original, larger Upper and Renick's Belt Addition subdivision first platted in 1891. Increasing density is not a Comprehensive Plan response to the impact of the passage of time and growth itself.

Revitalization of older neighborhoods does not inherently require increases in density. Areas such as West Bellevue and Bridle Trails show this, where owners make investments and city programs such as Neighborhood Investment and Neighborhood Enhancement support revitalization. (Land Use Element – Challenges p. 35).

F. When expansion of the geographic scope of an amendment proposal is being considered, shared characteristics with nearby, similarly-situated property have been identified and the expansion is the minimum necessary to include properties with those shared characteristics; and

At its April 14, 2010, study session the Planning Commission noted consideration of this application should occur by expanding its geographic scope from the original

two-parcel proposal to include all of the similarly situated property in Brentwood Acres.

The twelve Brentwood Acres parcels share the characteristics of the originally proposed amendment sites. They are individually owned, were all platted from the original Covenants (see Attachment 2), and share access from privately-defined roadways. They have the same lot dimensions and zoning, and are similarly-situated in relation to the areas outside their geography. All the parcels are on city water but share an historical 1/12 interest in a community well site. Only two parcels are on sewer (required by emergency action). It would have been difficult to single out individual lots without asking the question of the whole area.

Expanding the geographic scope was necessary. However, doing so does not make the application meet other threshold criteria. It did not create a significantly changed condition or a potential consistency with policy.

G. The proposed amendment is consistent with current general policies in the Comprehensive Plan for site specific amendment proposals. The proposed amendment must also be consistent with policy implementation in the Countywide Planning Policies, the Growth Management Act (GMA), other state or federal law, and the Washington Administrative Code (WAC); or

Staff believes the proposal will likely prove inconsistent with current general Comprehensive Plan policy for the infill of site-specific amendments. If the proposal advances to Final Review we will examine it for consistency with infill redevelopment policies which direct a balance between neighborhood and citywide interests (Citizen Participation CP-2 p. 27) and which encourage the most efficient use of land at urban densities (Land Use Element Citywide Focus Minimum Density p. 37).

We will also compare it to previous CPAs that increased the residential density of similar low-density areas. However, these CPAs were found consistent with infill policy because their attributes of ownership and property configuration made them appropriate for accommodating increased density. Example CPAs include Turulja (1994), Hunter-Lindor (1999), (Botch (2003), Tingle (denied-2005), and Hancock/Muren (2006).

; and

H. State law requires, or a decision of a court or administrative agency has directed such a change.

State law, or a decision of a court or administrative agency has not directed the suggested change.

PUBLIC COMMENT

The city sent out an informational letter to the other Brentwood Acres properties, with their engagement necessary for discussion of the expansion of the geographic scope.

This letter was in addition to the required notice provided by the Weekly Permit Bulletin. As noted, the Planning Commission noted consideration of this application should occur by expanding its geographic scope to include all twelve parcels in Brentwood Acres.

Staff spoke to or received comments from seven of the ten parcels added through the expansion of geographic scope, and have also heard from four property owners adjacent to Brentwood Acres. These comments have generally been informational in nature, and discussed property value, infrastructure, and the CPA process and contributing to it. See Attachment 3.

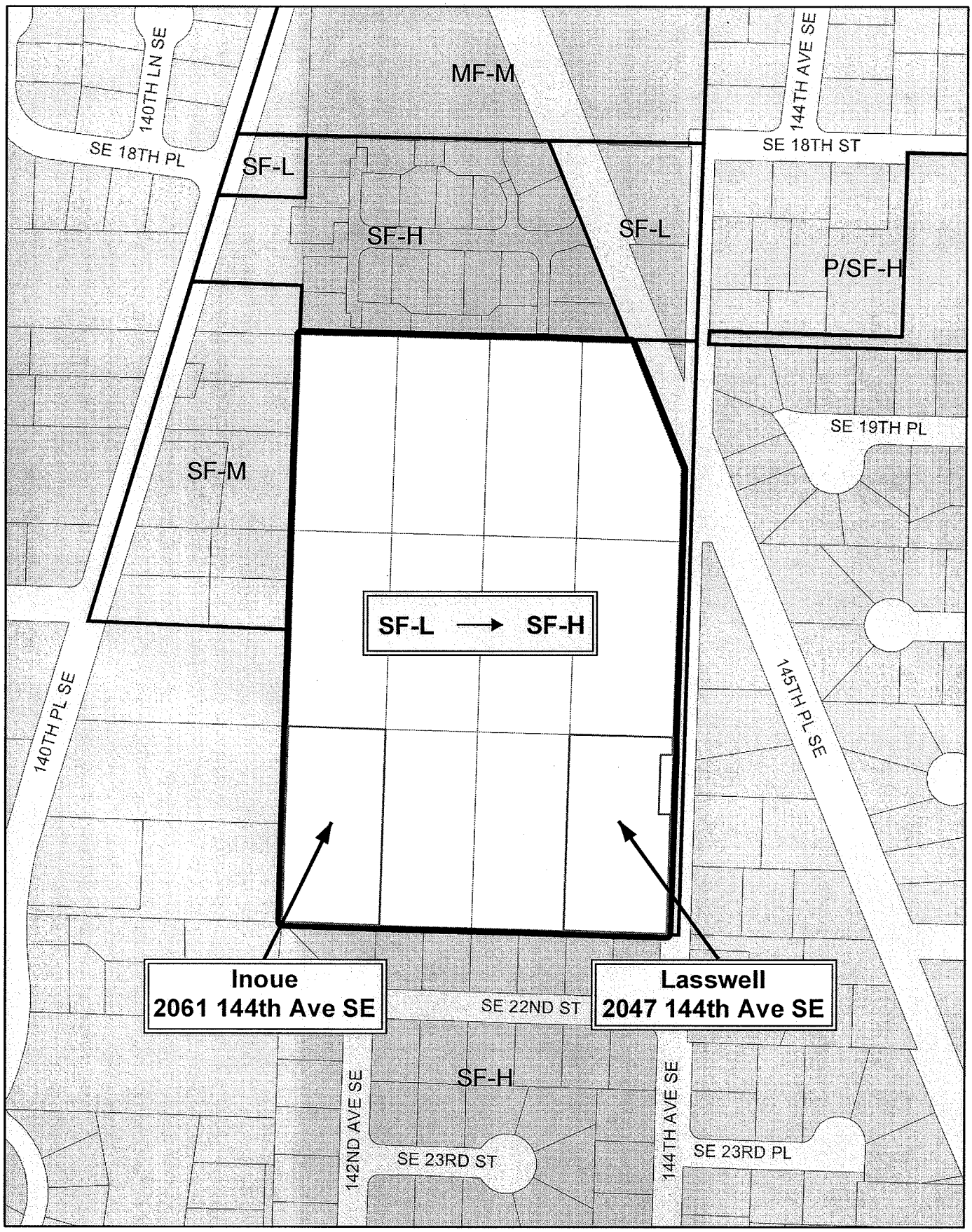
One Brentwood Acres owner noted issues to be addressed regarding access, water and sewer infrastructure and identified acceptable conditions for the provision of such infrastructure.

An adjacent owner noted opposition, characterizing the timeless nature of the neighborhood.

ATTACHMENTS

1. Inoue-Lasswell site map
2. Brentwood Acres Covenants
3. public comments

ATTACHMENT 1



Inoue / Lasswell CPA

Proposed Comprehensive Plan Designations

March 2010

UPPER AND RENNICKS

COVENANTS

AUGUST 1954

ATTACHMENT 2

Restrictive Covenants Oct 8-54 4494830
Oct 8-54

A. S. Hansen and Esther Hansen, hwf,
being the owners, or having right of ownership
through contract, of

Tracts Q, 5 and 6, Upper and Rennicks Belt Line addition,
acdg to vol 7 of plats pg 94, kcw

do hrby establish a general, uniform plan or scheme for the development, imprvmnt and maint of all of sd rl ppty, and said

A. S. Hansen and Esther Hansen, hwf, hrby estab themutual esmnts hrinftr set forth, subj to whch all parcel lots and areas in sd rl ppty shall be held or sold by them and sd mutual esmnts and other prov of sd plan or scheme shall inure to the benefit and shall bind any and all of sd ppty, and each and every part and parcel thof, and shall bind all the owners thof and their succ in int thereto.

1. These restrictive mutual esmnts and other cond of the sd plan or scheme shall attach to and pass with the sd rl ppty and eah and every part and parcel thof If the parties hrto, or any of them, or their heirs, exctrs, admnstrs or assigns, shall violate or attempt to violate any

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of the provisions of these restrictive mutual esmits, it shall be lawful for any other person or persons owing any rl ppty sit in sd ppty to prosecute any proceedings at law or in equity agst the person or persons violating or attempting to violate any of these prov, either to prevent him from so doing, or to recover damages or other compensation for such violation. In validation of any one of these covs, by jdgmnt or court order shall in nowise affect any of the other prov whch shall remain in full force and effect.

2. All of the tts shall be desig as "residence lots." A building smite shall consist of one or more such "residence lots." The "residence lots" are df:

(A) The E 175 ft of tt 5, Upper & Renick's Belt-Line Add to Seattle, acdg to vol 7 of plats pg 94, kcw
Subj to an esmnt over the S 30 ft and the E 20 ft thof for road purp; and for utilities;
Tgw an esmnt for road purp over the E 20 ft and the S 30 ft of sd tt 5 and over the N 30 ft of tt 6 in sd add and over the N 10ft of the S 40 ft of the W 70ft of sd tt 5 and S 10ft of the N 40 ft of the W 70ft of tt 6;
Tgw an undiv 1/12th int in the E 20 ft of the S 100ft of the N 130 ft of sd tt 6.

(B) The W 155 ft of the E 330 ft of tt 5, Upper & Renick's Belt-Line Addition to Seattle, acdg to vol 7 of plats pg 94, kcw

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SUBJ to an esmnt for road purp over the S 30 ft thof; and for utilities;

Tgw an esmnt for road purp over the E 20 ft and theS 30 ft of sd tt 5 and over the N 30 ft of tt 6 in sd add and over the N 10ft of the S 40 ft of the W 70ft of sd tt 5 and S 10 ft of the N 40 ft of the W 70ft of tt 6;

Tgw an undiv 1/212th int in the E 20 ft of the S 100ft of theN 130 ft of sd tt 6.

(C) The W 155 ft of the E 485 ft of tt 5, Upper & Renick's Belt-Line Addition to Seattle, acdg to vol 7 of plats pg 94, kcw

Tgw Subj to esmnt over the S 30 ft thof for road pur; and for utilities;

Tgw an esmnt for road purp over the E 20 ft and the S 30 ft of sd tt 5 and over the N 30 ft of tt 6 in said add and over the N 10ft of the S 40 ft of the W 70ft of sd tt 5 and S 10ft of the N 40 ft of the W 70ft of tt 6;

Tgw an undiv 1/12th int in the E 20 ft of the S 100ft of the N 130 ft of sd tt 6.

(D) Tt 5, EXCEPT the E 485 ft thof, Upper & Renick's Belt-Line Addition to Seattle, acdg to vol 7 of plats pg 94, kcw

Subj to an esmnt over the S 30 ft and the N 10ft of the S 40 ft of the W 70ft for road purp; and for utilities;

Tgw an esmnt for road purp over the E 20 ft and the S 30 ft of sd tt 5 and over the N 30 ft of tt 6 in sd Add and over the S 10ft of the N 40 ft of the W 70ft of tract 6;

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Tgw an undiv 1/12th int in the E 20 ft of the S 100ft of the N 130 ft of sd tt 6.

(E) The W 155 ft of the E 175 ft of tt 6, Upper & Renick's Belt-Line Add to Seattle, acdg to vol 7 of plats pg 94, kcw
Subj to an esmnt over the N 30 ft thof for road purp; and for utilities;
Tgw an esmnt for road purp over the E 20 ft and the S 30 ft of tt 5 and over the N 30 ft of sd tt 6 and over the N 10 ft of the S 40 ft of the W 70ft of tt 5 and S 10ft of the N 40 ft of the W 70ft of sd tt 6;
Tgw an undiv 1/12th int in the E 20 ft of the S 100ft of the N 130 ft of sd tract 6.

(F) The W 155 ft of the E 330 ft of tt 6, Upper & Renick's Belt-Line Add to Seattle, acdg to vol 7 of plats pg 94,kcw
Subj to an esmnt over the N 30 ft thof for road purp; and for utilities;
Tgw an esmnt for road purp over the E 20 ft and the S 30 ft of sd tt 5 and over the N 30 ft of sd tt 6 in sd add and over the N 10ft of the S 40 ft of the W 70 ft of sd tt 5 and S 10ft of the N 40 ft of the W 70ft of sd tt 6;
Tgw an undiv 1/12th int in the E 20 ft of the S 100ft of the N 130 ft of sd tract 6.

(G) The W 155 ft of the E 485 ft of tt 6, Upper & Renick's Belt-Line Add to Seattle, acdg to vol 7 of plats pg 94, kcw;-

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Subj to an esmnt over the N 30 ft thof for road purp; and for utilities;
Tgw an esmnt for road purp over the E 20 ft and the S 30 ft of tt 5 and over the N 30 ft of sd tt 6 in sd add and over the N 10ft of the S 40 ft of the W 70ft of sd tt 5 and S 10ft of the N 40 ft of the W 70ft of sd tt 6;
Tgw an undiv 1/12th int in the E 20 ft of the S 100ft of the N 130 ft of sd tt 6.

(H) Tt 6, EXCEPT the E 485 ft thof, Upper & Renick's Belt-Line Addition to Seattle, accg to vol 7 of plats pg 94, kcw;
Subj to an esmnt over the N 30 ft and S 10ft of the N 40 ft of the W 70ft thof for road purp; and for utilities;
TGW an esmnt for road purp over the E 20 ft and the S 30 ft of tt 5 and over the N 30 ft of sd tt 6 in sd add and over the N 10ft of the S 40 ft of the W 70ft of sd tt 5;
Tgw an undiv 1/12th int in the E 20 ft of the S 100ft of the N 130 ft of sd tt 6.

(I) The E 175 ft of tract Q, Upper & Renick's Belt-Line Add to Seattle, accg to vol 7 plats pg 94, kcw; Except por included in 145th Place;
Subj to an esmnt over the S 20 ft and the E 20 ft thof for road purp; and for utilities;
Tgw an esmnt for road purp over the S 20 ft of the E 485 ft of sd Tt Q;
Tgw an undiv 1/12th int in the E 20 ft of the S 100ft of the N 130 ft of sd tt 6.

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(J) The W 155 ft of the E 330 ft of Tt Q, Upper & Renick's Belt-Line Add to Seattle, acdg to vol 7 of plats pg 94, kcw
Subj to an esmnt over the S 20 ft thof for road purp; and for utilities;
Tgw an esmnt for road purp over the S 20 ft of the E 485 ft of sd tt Q tract Q;
Tgw an undiv 1/12th int in the E 20 ft of the S 100ft of the N 130 ft of sd tt 6.

(K) The W 155 ft of the E 485 ft of Tt Q, Upper & Renick's Belt-Line Add to Seattle, acdg to vol 7 plats pg 94, kcw
Subj to an esmnt over the S 20 ft thof for road purp; and for utilities;
Tgw an esmnt for road purp over the S 20 ft of the E 485 ft of sd tt Q;
Tgw an undiv 1/12th int in the E 20 ft of the S 100ft of the N 130 ft of sd tt 6.

(L) Tract Q, Except the E 48 ft thof, Upper & Renick's Belt-Line Add to Seattle, acdg to vol 7 of plats pg 94,kcw
Tgw an esmnt for road purp over the S 20 ftof the E 485 ft of sd ttQ; and for utilities;
Tgw an undiv 1/12th int in the E 20 ft of the S 100ft of the N 130 ft of sd tract 6.

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3. No bldg or structure shall be erected, constructed, maintained or permitted upon the ppty, except upon a bldg site as hrinabv defined, and no bldg or structure shall be erected, constructed, maintained, or permitted on a bldg site, other than a single, detached dwelling house, except tht appurtenances to any dwelling house such as private garages, stables, garden houses, pergolas, conservatories, or similar structures, architecturally in harmony therewith and of permanent construction, may be erected within the bldg limits hrnftr set forth.

4. No dwelling house may be erected on any of the sd bldg sites containing less than 1200 sq ft of flcor area, exclusive of garages, garden houses and other bldgs and appurtenances mentioned above.

5. Only one story and tri-level structures shall be permitted, but in no case shall any ridge or peak be more than 20 ft abv the high point of unfinished grade of any lot. No dwelling house or any part thof or any other structure, except as hin specified, exclusive of fences and similar structures, shall beplaced nearer than 50 ft from any st or road ln created by esmnt granted, measured at the closest pt of sd structure to the sd front or road line, excepting on tracts desig as A and E, sd limitation shall be 35 feet. Garages shall be atchd to the house or connected thrto by breezeway or fences or similar methods.

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A dis of 35 ft must be left betw any structures erected on sd bldg site and the side line of sd bldg site. A dis as aprvd by the County Building Department must be left betw any structures erected on sd bldg site and the line of sd bldg site rng E and W at the opposite end of the bldg site from the road rng E and W, which road is created by esmnts granted.

6. All bldgs to be erected on sd ppty shall be apprvd by A. S. Hansen. After such approval, complete plans and specifications of all proposed bldg, structures and exterior alterations, tgw detailed plans and specifications showing proposed location of same on the particular site shall be submitted to A. S. Hansen bef construction or alteration is started, and such construction or alteration shall not be started until approval thof in writing is given by ~~x~~ A. S. Hansen.

As to all imprvmnts, construction and alteration in sd ppty, the sd A. S. Hansen shall have the right to refuse to approve the design, finishing or painting of any construction or alterations which is not suitable or desirable in sd add for any reason, aesthetic or otherwise, and in so passing upon such design, A. S. Hansen shall have the right to take into consideration the suitability of the proposed structure and of the material of which it is to be built to the site upon which it is proposed to erect the same,

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the harmony with other dwellings thin with the surroundings and the effect on the outlook of the adj or neighboring ppty and any and all other factors whch in his opinion shall affect the desirability or suitability of such proposed structure, imprvmnts or alterations.

If the sd A.S. Hansen fails to approve or disapprove said plans or specifications within 30 days after the same have been submitted to him or the making of such alterations prior to the completion thof, such approval will not be reqrd and the changes shall be deemed to be in compliance with the provision of this paragraph.

Provided, however, tht as soon as 30% of the lots in sd ppty have been sold by the present owners thof, A. S. Hansen shall have the right to apoint a committee of the owners of the sd building site and the sd committee shall succeed to all the powers and provisions of this said paragraph and shall sit in the place and stead of A. S. Hansen with respect thereto. The sd committee shall serve for a period of one yr from the date of such appointment and thereupon the owners of the lots in sd ppty shall elect or appoint another committee to perform the duties set out in this paragraph. The committee shall be ~~xx~~ of such a number and serve for such a period as the owners ofthe sd ppty shall designate.

7. No building or structure shall be moved onto any land embraced in sd plat from any land outside of sd plat, except a new, prefabricated ~~xx~~ structure, of a kind and type apprvd as stipulated in paragraph 6 hereof.

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No bldg of any kind shall be erected or maintained on a bldg site prior to the erection of the dwelling house thon. No trailers shall be kept upon sd ppty except inside of garages.

8. The work of construction of all bldgs and structures shall be prosecuted diligently and continuously until such bldg and structure are fully completed and painted. All structures should be completed as to external appearance, incdg finished painting, within six months from the date of commencement of construction, unless prevented by causes beyond the owner's control.

9. No fence, hedge or boundary wall sit anywhere on any lot shall be higher than 6 ft abv the finished ground surface on the ground on whch sd fence or hedge is sit, nor shall any fence, hedge or wall sit on the front of any bldg site have a height greater than 4 ft above finished graded surface of the ground upon whch sd fence, hedge or wall is situated.

10. No trees or shrubs other than existing trees on any of the sd ppty shall be permitted to reach a height tht will obstruct the floor level view of the adj or neighboring ppty

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11. No noxious or undesirable thing or undesirable use of the ppty shall be permitted on sd ppty or in sd addition. The construction ~~xx~~ of a spite or nuisance wall, hedge, fence or tree shall be prohibited on sd ppty.

12. No trash, ashes or other refuse may be thrown or dumped ~~x~~ on any lot of sd addition. No bldg materials of any kind shall be placed or stored upon any lot until the owner is ~~x~~ready to commence construction and the bldg materials shall be placed within the ppty line of the bldg site upon whch sd structure shall be started and shall not be placed in the streets.

13. No fowl or animal other than song birds, (2) dogs or (2) cats or (3) horses shall be kept upon any of the ppty in sd addition.

14. No driveways or other means on ingress or egress shall be maintained from sd ppty in esmnts granted.

15. Upon the sale of any of the res lots by A. S. Hansen and Esther Hansen,hwf, the sd lots shall each be assessed the sum of ~~$25.00~~ $25.00, sd sum to be placed in a fund and expended for the maintenance and operation of the water system serving sd lots, and the maintenance in a good and passable cond of the roads created by the esmnts granted. If said fund is depleted fromtime to time, adtnl assessments not to exceed $25.00 for ech lot may be made in order to maintain the fund for (Cont'd on 12)vls

the intended purposes: provided, however, no owner of any residence lot shall be responsible for nor pay in excess of 1/12th of any assessment for each residence lot owned by him. Such pymts or assessments shall be made to A. S. Hansen until such time as the majority of the owners (A.S. Hansen to be considered as one owner until all residence lots have been sold by him) shall agree among themselves to form a committee for the future management of the water system and maint of the roads. Until said committee is formed, A. S. Hansen shall manage the water system and roads and shall pay the costs and maint charges out of the fund provided for herein. A.S. Hansen, or any subseq committee agreed upon, shall hold such funds in trust for the owners of the residence lots. All the owners by unanimous consent and agrmt may at any time form such corporate organization as they may deem necessary to carry out the provisions of this paragraph. A. S. Hansen, or successor committee, shall account to the owners of residence lots at periodic intervals on the collection and expenditure of sd funds.

16. No well of any kind shall be dug or operated on any of sd ppty, nor shall any machinery, appliance or structure or unsightly material be placed upon, stored or maintained thereon; nor shall any excavation for stone, sand, or gravel or earth be made on sd prem unless such excavation is necessary in connection with the erection of an improved structure thereon.

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17. All bathroom, sink and toilet conveniences shall be inside of house or bldg and shall be connected by underground pipes with a private septic tank of a depth and type of construction apprvd by King County and State of Washington Health Authorities. The drains from sd septic tank shall be kept within the bldg limits of each tract as hrnfabv desbd The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field apprvd by the health authorities, provided, however, tht when a sewer line is constructed to within 100 ft of any por of the bldg site upon whch sd house or bldg is loc, sd bath room, sink and toilet conveniences shall, within 90 days after completion of sd sewer line, be connected with sd sewer pipe, if it is possible to connect therewith.

18. These restrictive covs shall run with the land and shall be binding upon all parties hrto and all persons claiming under them until Oct 1-74 at whch time sd covs shall be automatically extended for subseq periods of 10 yrs unless the owners of sd lots, by a majority vote, agree to change sd covs in whole or in part.

A. S. Hansen

Esther Hansen

kcw Oct 8-54 by A. S. Hansen & Esther Hansen, hwf, bef Corwin P. Shank npfor Wnresat Bellevue(nsxxx Oct 19-58)
Mlto Corwin P. Shank 10205 NE 1st St Bellevue,Wn

vlg

Matz, Nicholas

From: DAVID LORENA EPSTEIN [daveowaveo_1@msn.com]
Sent: Saturday, March 27, 2010 8:06 PM
To: Matz, Nicholas
Subject: Single Family High Zoning

What is the definitation of "Single Family High"? Several properties in our neighborhood want to change from Single Family Low to Single Family High. What does that mean with regards to what can be built on the site?

Dave

Matz, Nicholas

From: Tina Janni [tinajanni@yahoo.com]
Sent: Friday, April 16, 2010 4:40 PM
To: Matz, Nicholas
Subject: Project # 10-103531 AC

Hello Mr. Matz,

As discussed, I am following up with you to share my contact information and to request a copy of the agenda, etc. from the 4/14/10 meeting during which this project was presented to the Planning Commission.

I know you indicated that you would be driving by to verify the information posted on the Land Use Proposal sign, however, in case you weren't able to, I did check to confirm that only your name and telephone number are listed. There is no information regarding a map of the sites, a website or an e-mail address for you.

I also have a couple of follow-up questions that I wanted to pose:

1.) Is there a website that information and updates are posted on regarding the status of this project? Rather than calling or e-mailing you each time, it would be helpful if there were a site that allowed interested parties (such as myself) to verify the date/time/location of the public hearing, etc.

2.) Regarding the tentative date of May 26, 2010 for the public hearing, I neglected to confirm with you the location and time of the event. Will it be held at City Hall, and if so, do you know the likely time?

Thank you in advance for your time and assistance in this matter. I've greatly appreciated both your professional demeanor and accessibility in discussing this project with you during our two phone conversations.

Please don't hesitate to contact me if I may be of any assistance in this process, or if there is further information our neighborhood should be aware of.

Have a great weekend!

Regards,

Tina

Tina Janni
14206 SE 22nd Street
Bellevue, WA 98007
(425) 922-0831 mobile

Matz, Nicholas

From: doug kaimakis [borabora04@nwlink.com]
Sent: Wednesday, April 07, 2010 1:21 PM
To: Matz, Nicholas
Subject: re: 10-103531 AC Inoue/Lasswell

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Nicholas:
I'm writing in response to your letter to my father, Paul Kaimakis (Sandra is deceased) regarding the property at 2033 144th Ave SE. He spends most of his time in Palm Springs these days, and I manage his affairs here.

We support the application, and wonder if this includes the entire Brentwood Acres subdivision, or only the named properties. I'd be very interested in reviewing the application via email/pdf if possible. If we want to add our property, can you inform me about the steps involved so I can discuss this with my father?

Thanks in advance!
Best regards,
Doug Kaimakis

Matz, Nicholas

From: DON SHIMONO [earthkpr@msn.com]
Sent: Saturday, April 03, 2010 1:42 PM
To: Matz, Nicholas
Subject: Inoue and Lasswell Land Use Changes
Attachments: Inoue and Lasswell Land Use Changes.doc

Nicholas,

I will not be able to make the meeting this month so I have attached my concerns and recommendations regarding the Inoue and Lasswell Land use changes.

Don Shimono
2025 144th Avenue SE
Bellevue, WA 98007
425-865-0072
earthkpr@msn.com

Inoue and Lasswell Land Use Changes

Issues to be addressed

1. Will the private road to the Inoue residence be purchased by COB and if so, will the COB widen the road with new paving, striping and new sidewalks, street signage and lighting?
2. Will the COB compensate the affected properties along the private road for mitigation measures necessitated by the road widening?
3. New subdivision will require houses that are currently on septic systems to be on sewer. Will the new sewer line hook up to the sewer line along 144th Avenue SE or hook up to the sewer line along Kamber Road?
4. If the sewer line is connected to the 144th Avenue sewer line, will Inoue be required to pay for the new sewer line and will this require all residences along the private road to hook up to the new sewer line? Who will pay for the hook up to each residence?
5. If the sewer line is connected to the 144th Avenue sewer line will the new sewer line be deep enough to allow for a gravity fed sewer lines to residences along the north side of the private road so that a pump system would not be required for those residences?
6. Will the intersection at 144th Avenue SE and 145th Place SE require redesign to accommodate heavier traffic?
7. Will Lasswell be required to purchase the parcel of land adjacent to the Lasswell property that is owned by the 12 residences of Brentwood Acres as part of the subdivision?

Acceptable Conditions

1. Subdivisions of both the Inoue and Lasswell property will be acceptable if it is reduced to a maximum of 3 houses per acre.
2. A buffer strip be provided along property lines that abut adjacent existing residences.
3. The COB install a widened striped roadway to the Inoue residence with curb, gutter and sidewalk, street lighting and signage identifying the new public street name and a speed limit of 20 mph at no cost to the affected residences.
4. The COB adequately compensates affected residences to purchase the easement and install a new road that will be wide enough to meet City codes and provide appropriate mitigation measures for each affected residences.
5. If a new sewer line is installed along the new road, the COB will require Inoue to pay for the new sewer line with stub outs for each affected residences. The new sewer line should be installed deep enough to allow for installation of gravity fed sewer lines from each affected residence.
6. Provide appropriate design for the intersection of 144th Avenue SE and 145th Place SE that will meet City Codes for the increased number of houses that will be utilizing 144th Avenue SE.

Matz, Nicholas

From: Bob Carlisle [bjc-ops@comcast.net]
Sent: Monday, March 29, 2010 2:40 PM
To: Matz, Nicholas
Subject: Covenants - Brentwood Acres
Attachments: Covenants.PDF

Nicholas --

Attached is a copy of the covenants, as we discussed this afternoon. Unfortunately, the first page is oriented differently, but you can probably handle that.

Call either Jan and I if you need any more information (425-644-8756). Thanks again for the information you gave us in our telephone conversation.

Bob Carlisle