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Mr. Darryl Eastin, Project Manager
Snohomish County Planning and Development Services
3000 Rockefeller Ave, 2nd Floor East
Everett, WA 98201-4046

RE: Point Wells Mixed-Use Redevelopment Project File No. 11-101457 LU; EIS
Scoping Comment by The Innis Arden Club, Inc.

Dear Mr. Eastin:

This office represents The Innis Arden Club Inc. (“Innis Arden”, the “Club”) the homeowners association for Innis Arden, a community of over 500 homes in the City of Shoreline Washington. This letter conveys Innis Arden’s comments on the scope of the Environmental Impact Statement (“EIS”) which the County has announced it will prepare for the proposed Point Wells development. Innis Arden will be directly and substantially impacted by the Point Wells development. Increased traffic on and cut-through traffic from Richmond Beach Road as a result of Point Wells will directly and substantially affect the Innis Arden community. Further, the heavy burden placed on City of Shoreline police, fire, and other emergency services by the proposed Point Wells development will directly affect Innis Arden which pays for and depends on those municipal services. Therefore, Innis Arden submits the following scoping comments.¹

Impacts on Innis Arden, a Substantial Residential Community Dependent on Richmond Beach Road, Must be Disclosed and Addressed in Detail

Richmond Beach Road functions as an important conveyance for the Innis Arden community. By the same token, Innis Arden’s neighborhood streets’ proper function is not to provide alternative routes for vehicle trips frustrated by overburdening of Richmond Beach Road. The impact on

¹ The Club also refers to and incorporates, to the extent they are not inconsistent with the Club’s comments, submissions by other entities and citizens concerning the scope of the EIS and the Point Wells application. See Buck v. City of Shoreline, 167 Wn.App 1027 (April 2, 2012) (unpublished).

Innis Arden of Point Wells, individually, and taking into account other cumulative factors, must be addressed in the EIS.

City/BSRE Transportation Corridor Study and Memorandum of Understanding Cannot Limit SEPA Analysis

The City of Shoreline has entered into a Memorandum of Understanding (“MOU”) with the developer/applicant, BSRE, which includes assumptions about trip generation and agreements about how to approach mitigation in the County’s SEPA process. These do not bind Innis Arden nor any other participant in the EIS process and cannot be the basis for how the EIS addresses any particular topic or element of the environment. Innis Arden reserves all rights in this regard.

The EIS Must Address Over-all Project Impacts

It has been suggested that the Point Wells development will be phased. Nonetheless, the EIS must address over-all project impacts, including traffic, as a whole and without pretense that phasing mitigates or ameliorates its impacts. This is essential so that the EIS forthrightly discloses the entire project’s impacts rather than downplaying them, which could lead to an approval decision without a clear understanding of Point Wells’ total impacts.

Additional Alternatives Must Be Included

As of this writing, the appeal by the Town of Woodway and Save Richmond Beach in the Washington Supreme Court concerning Point Wells’ SEPA status is still pending. In oral argument in that appeal, County and BSRE counsel implied that SEPA review would not be as limited as the County’s DS Notice now suggests. The limitations of the Point Wells site in terms of straitened primary access, absence of legitimate secondary access, and attenuated (at best) emergency services for what will be the equivalent of a new small city demand the inclusion of additional, more realistic alternatives. The current fraternal twin mixed use alternatives and a standard “no action” alternative fall short of what is required.

Inconsistency with Applicable Codes and Plans Must be Addressed

To date, the applicant, the County, and the City of Shoreline (if the MOU is any indication) have engaged in “magical thinking” with regard to Point Wells. The applicant has affirmatively suggested that there is no need to worry about its development endgame because the new city at Point Wells will be done in phases. The City has entered into agreements dependent on trip generation assumptions widely acknowledged to be erroneous. The City points to such assumptions as allowing it to enforce limits on Point Wells development, but the underlying documents don’t necessarily support that claim; the City may just as well have committed itself to accept underestimates of Point Wells traffic impacts. The EIS must include, inter alia, an honest disclosure of what the project will entail and whether and how it will conflict with or require variations from regulatory norms, including for requirements that typically apply to protect public health and safety. An EIS that overlooks or attempts to sidestep such issues will

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be subject to successful challenge as inadequate. The EIS should also examine rather than defer analysis of Comprehensive Plan changes, whether by the County or the City that are necessary to facilitate the development.

Thank you for the opportunity to comment. Please place this office on the list as a party of record to receive notice of all matters relating to Point Wells.

Sincerely,

EGLICK KIKER WHITED PLLC

A handwritten signature in black ink, appearing to read 'P. Eglick', with a stylized flourish at the end.

Peter J. Eglick

Attorney for the Innis Arden Club, Inc.

cc: Client