Sierra Club Testimony
Black Diamond--YarrowBay Development Agreements
Closed-Record Hearings--October 2011

My name is Dan Streiffert. I am the Chair of the South King County Group of the Sierra Club. I wish to speak today of our Environmental concerns with the proposed Development Agreements.

The Development Agreements describe a massive urbanization of a small town and its surrounding areas with a quintupling on the outer edges of King County's Rural/Suburban boundaries. The Development Agreements describe adverse impacts, without providing sufficiently detailed plans for adequate mitigation. These impacts extend beyond the City of Black Diamond into the rural areas and the neighboring towns of Covington, Ravensdale, Maple Valley, and Enumclaw.

There is inadequate mitigation for adding over 10,000 additional commuters on windy, narrow 2-lane roads creating even worse commutes than we have now with additional air pollution and Greenhouse Gas Emissions. The Hearing Examiner was concerned that concurrency has not been properly applied or applied at all. Heed his warnings and accept his recommendations on concurrency.

Additional adverse impacts on our shared environment include clearcutting over 750 acres of prime habitat forest and displacing countless fish and wildlife, as well as disrupting the recreational opportunities for many, many outdoor enthusiasts. How can wildlife purportedly be "protected" when half their habitat is destroyed through clear-cutting? The Development Agreements do not provide any answers to that question.

Although Open Space will be preserved, it is clear from the maps in the applications that the open space protected would be identical even if Black Diamond did not require open space in its MPD's. This is because the required wetlands, buffers, parks, wildlife corridors, and school fields account for the open space. The Sierra Club is disappointed that the spirit and intent of Black Diamond's open space goals is not being realized.

There is the a disregard and exploitation of the adjacent Unincorporated Rural Areas by placing required urban infrastructure such as needed Schools and Stormwater Detention Facilities outside Black Diamond's Urban Growth Area on cheaper land to save money without regard to the adverse impacts on rural residents. When King County is asked to approve permits for such misplaced facilities, the Sierra Club and other environmental organizations will fight very hard for those urban facilities to be placed where they belong--within the Urban Growth Area where they will better serve students and residents.

The Development Agreements must meet the provisions of the Black Diamond Municipal Code which state that ***"significant adverse environmental impacts are appropriately mitigated."*** The FEISs were found adequate based on the information that had been generated at a *"programmatic"* level. The Development Agreements were expected to provide more *"project"* level details on a wide variety of environmental issues many with the potential to cause serious impacts. Unfortunately, we find

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insufficient detail in the DAs to stave off adverse impacts, many which might be irreversible. These include: habitat, wildlife, and corridor protection; retention of open space; stormwater runoff and retention; air quality; water quality; wetlands preservation; forest preservation; and transportation. Many of these environmental impacts cannot be adequately mitigated, because of the size of the MPDs and their placement in a highly-constrained environment of many wetlands, small streams, and lakes--all in a rapid buildout.

The development Agreements lack of detail in the following areas:

Habitat, Wildlife, and Corridor Protection

The Development Agreement fails to provide plans for a high degree of connectivity and compatibility for wildlife on- and off-site. The wildlife corridor winds through the Black Diamond Lake wetlands with no coordinated use of non-wetland habitat. Many corridors are narrow. Some go through water bodies and attendant wetlands. The open space/habitat plan does not provide sufficient connectivity for wildlife. The development Agreements require a strong and feasible **Wildlife and Habitat Preservation Plan to preserve and *enhance* existing habitat corridors for deer, elk, and other large animals. We agree with the Hearing Examiner's recommendation that wildlife corridors comply with the City's Sensitive Areas Ordinance and that the corridor boundaries be revised as necessary.**

Retention of Open Space

Open Space is an important component of the City's Comprehensive Plan and Municipal Code. The Development Agreements do not meet the 50% open space for the total project area indicated in the Black Diamond Comprehensive Plan, Municipal Code, and the MPD Framework and Design Standards & Guidelines. **The Development Agreements must be rewritten to verifiably rectify this. In addition, we agree with the Hearing Examiner's concerns about using the amendment process to change Open Space boundaries once established. Such concerns are warranted, to preserve the integrity of boundaries.**

Stormwater Runoff and Retention

Although some sustainable building practices are proposed, there still will be a large amount of new impervious surfaces replacing existing permeable soils. Low-impact development technologies have advanced beyond what is proposed--why aren't they being used? In addition, the massive grading mentioned earlier will significantly change natural land contours and drainage. These will have major impacts on the natural environment, many of which are not adequately mitigated by the plans outlined in the Development Agreements. **We have not seen an overall grading plan. Plus, the Development Agreements must address both the quality and the quantity of stormwater runoff.**

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Air Quality

Due to the massive number of new trips in and out of the Black Diamond area on already congested roads, there would be even greater smog-producing vehicle emissions, thus making it even more difficult in mitigating any newly contemplated Federal EPA smog limits that will put King County in violation of air quality regulations. **The Council should require the Development Agreements provide an Air Quality Preservation Plan.**

Water Quality

The Green River and its tributaries have runs of Chinook salmon and steelhead, both of which have been listed under the Federal Endangered Species Act. The effects on water quality, stormwater runoff, and instream flows from these MPDs could wipe out extensive efforts by many local groups, environmental organizations, outdoorsmen, and government agencies to save our salmon. There also may be heavy impacts to nearby lakes such as Lake Sawyer, Horseshoe Lake, Jones Lake, and Black Diamond Lake. Some of those lakes are part of the habitat for salmon runs and many provide habitat for a variety of other fish. These lakes also provide important recreational opportunities in southeast King County. **The Development Agreements do not provide sufficient detail on how or what will trigger additional actions to correct stormwater deficiencies. The Development Agreements must include monitoring of all key water bodies in the Green River Watershed with enforceable provisions conducted sufficiently frequently and rigorously to ensure water quality for people and wildlife. Restoring water quality after it is damaged is very costly and unfortunately takes, in many cases, generations.**

We support the Hearing Examiner's recommendation for an accurate Water Conservation Plan and urge the Council to require the development Agreements to be modified accordingly.

Wetlands Preservation

There are numerous wetlands within the boundaries of the two proposed developments. Many of these areas would be negatively impacted by changes in water infiltration and stormwater runoff.

We agree with and support the testimony of Dr. Sarah Cooke, wetlands ecologist. Additional studies need to be done before wetlands boundaries are fixed. These change over time and should not be fixed for twenty years. Additional third party verification needs to be done.

Agency verification also needs to be done by the Department of Ecology. Wetland Boundaries and ratings have to be verified by the State (Washington State Department of Ecology) and Federal (US Army Corps of Engineers, US Environmental Protection Agency) agencies.

The Development Agreements fail to address Condition 105 to control stream bank erosion and bank/slope failures along stream corridors. The Council should require an Erosion Control Plan.

The Development Agreements must meet the provisions of the City's Sensitive Areas Ordinance during buildout to protect fragile wetland and stream watershed complexes.

The lands in question are highly susceptible to ground water contamination, but **the Development Agreements inadequately provide detailed measures targeted to protect ground-water quality**.

We urge the Council to require the Development Agreements include a **an independent 3rd part review** that addresses adequate buffers and encroachment into those buffers, as well as uses the best available science to maintain natural hydrology on these sites.

Forest Preservation

Much of the land to be developed is forested. Many trees would be cut down at a time when we are going forward with restoring forests for a variety of reasons, including helping to fight the negative aspects of human-accelerated climate change. At a time when we are trying to expand recreational opportunities in nearby forests, we see that some of the forested areas that would be destroyed are in areas that contain many trails used by hikers and mountain bikers. Also, **the Development Agreements need to better address Condition 113 and should be modified to limit the removal of hazard trees, and increase buffers where numbers of hazardous trees exist.** No trees should be deemed "hazardous" unless public safety is an issue.

Finally, per **Condition 87 any clearing and grading for logging for timber revenue should only be during the active phase of Development. That is not specified in the Development Agreements.**

The Council should require the Development Agreements include a Forest Preservation Plan that addresses maintaining clusters of significant trees, assesses hazardous trees, conducts a tree inventory, and provides adequate buffers, ***as well as how the elements of such a Plan are implemented and monitored.***

Transportation

The greatly increased traffic flow and massive amounts of additional traffic will impinge upon already existing clogged major roads and minor arterials. How could any of this meet the letter and intent of Transportation Concurrency requirements of the WA State Growth Management Act, the King Comprehensive Plan, and the Black Diamond Comprehensive Plan? **The Hearing Examiner has recognized the**

lack of Concurrency testing and made recommendations accordingly. The Council is urged to accept those recommendations.

The proposed Traffic Monitoring program in the Development Agreements is totally *re-active* and, thus, will not provide timely mitigation as is required by Black Diamond City Code *18.98.020(G)*. Transportation mitigations for the entire project both inside and outside Black Diamond must be based on the new Traffic Demand Model required in Condition 11.

The Development Agreements are insufficient or fail outright to mitigate the coming gridlock and attendant vastly increased smog, air pollution, and water pollution. **The Council must require the Development Agreements give more than "lip-service" to the commute trip and develop a strong Mass Transit component to truly address reducing the number of vehicle trips as called for in the Conditions.**

Conclusions

In conclusion, the Sierra Club's comprehensive review shows **the Development Agreements fail to provide complete plans and implementation techniques in the areas of habitat, wildlife, and corridor protection; retention of open space; *stormwater runoff and retention; air quality; water quality; wetlands* preservation; forest preservation; and transportation.**

Consequently, we still do not have sufficient detail to ensure adequate plans will be put in place and enforced over time that truly mitigate placing MPDs comprising of 6,000+ units and up to 20,000 residents on the Rural/Suburban edge of King County where little to no infrastructure currently exists, nor can be put in place in any economically viable or environmentally sustainable way.

The Council is urged to give great scrutiny to the details that should be part and parcel of these Development Agreements. You have the future of all of us in your hands. We expect you to act accordingly and ensure a sustainable development that serves all.

Dan Streiffert
Chair: South King County Group

CLOSED DEVELOPMENT AGREEMENT HEARING

FOR BLACK DIAMOND COUNCIL

OCTOBER 2011

Clarissa Metzler Cross, 19102 SE Green Valley Road, Auburn, WA. 98092

My written statement from the previous DA hearing with the hearing examiner brought up a few points that still need to be addressed further. Ordinance no. 10-946 accepted the conditions of approval set forth in Exhibit C. It should be noted that under condition 33a. (let me refresh you) says "The City shall commission a study, at the Applicants expense on how to limit MPD traffic from using Green Valley Road, and which shall include an assessment of traffic calming devices within the existing improved right –of-way. The study shall also include an analysis and recommended mitigation ensuring safety and compatibility of the various uses of the road. All reasonable measures identified in the study shall be incorporated into the Development Agreement together with a description of the process and timing required for the Applicant to seek permits from King County should King County allow installation of the improvements, and with a proviso that NONE of the measures need to be implemented if not agreed to by the Green Valley Road Review committee."

Section 33 b of the COA goes on to establish the formation of this Green Valley Road Committee and its responsibilities to review the study as required in COA 33a along with review of the plan to prohibit or discourage the use of Plass Road.

Yes, the study by Parametrix was completed and submitted on 11-5-10 but in essence it failed to reach any in depth analysis on how to LIMIT MPD traffic on Green Valley Road. Basically, they provided the drive time for 3 different routes (Auburn-BD Road and Lake Holmes Road) and since GVR took the longest time to commute, they felt it would be the less used route. No consideration was given as to where the traffic would actually leave the MPD's. It did not show where the south connector road to Hwy 169 should be located to aid in limiting traffic going south to Green Valley Road. (Apparently, the applicant thought that this traffic route would be utilized since they placed a signal at Hwy 169 and GVR.) The study did echo the Exhibit A –Findings of Fact, #6 c regarding the complexity surrounding GVR and its usage. The study did concur that land uses adjacent to SE GVR would likely deter commuter traffic (i.e. Slow moving farming equipment). They did recognize that traditional usage of traffic calming devices on GVR would perhaps deter traffic, but would have an adverse effect on existing residents along GVR since they are not compatible with the agricultural and historical natures set forth on this road. Their ideal solution was to create a "gate" on both 218th Ave SE and at

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the intersection with SR 169 that would discourage MPD traffic from commuting on GVR. Without a work up with a committee, the Development Agreements are severely lacking in addressing this portion of the MPD.

Sadly, since the required GVR review committee never materialized as was required in the MPD, and was not in keeping with the public persona of fairness and openness that Yarrow Bay representatives have put forth in their current opening Closed DA hearing testimony, then the following bullet points MUST ABSOLUTELY be addressed regarding GVR BEFORE any approval of the DA is considered in its existing form:

1. **The applicant shall agree that any development traffic relating to the grading, clearing, logging and construction of the MPD's not be routed on nor in any way utilize travel on GVR.**
2. **The Development Agreements shall state that no roads shall connect now or in the future from the UGA's into the land on its boundary that would allow access to Green Valley Road or to 218th Ave SE.**
3. **The Plass Road entrance to Green Valley Road should have a permanent barrier at the UGA boundary so it does not feed any MPD traffic directly onto GVR.**
4. **The Southern connector roadway for the MPD's onto SR 169 shall be aligned far enough to the North that its traffic flow shall distribute it towards the Auburn-Back Diamond Road which is a state route. This was discussed in the HE response and has also been addressed by King County, the permitting agency in their oral testimonies and past written Comments. This issue needs to be addressed now.**
5. **The Green Valley Road Committee shall be established and its findings shall be included for implementation prior to the passing of the DA. Composition of the committee shall be amended in the MPD's to include a member of the King County transportation division.**
6. **Exhibit P shall be changed to address under Green Valley Road Measures a revised Section 1. As written shall be striked in its entirety from the record and shall be replaced with 1. <u>Traffic limiting measures for Green Valley Road</u>. (This is necessary since the requested study from the MPD was for a "study....on how to limit MPD traffic from using Green Valley Road.") Under this heading it shall state that the GVR Road committee shall meet and identify traffic limiting measures that would maintain the agricultural usage and historical preservation of this corridor along with Traffic Safety Devices. Section 2. Shall be revised to strike any reference to "<u>traffic calming measures</u>" and in place shall insert "<u>traffic limiting measures</u>." This committee shall meet before the DA is fully ratified and their measures shall be included for implementation/construction under the guidelines of Exhibit P 2.c**

7. Under the COA, Ex. C the transportation mitigations show that at SE Auburn/Black Diamond Road and SE Green Valley Road a proposed traffic revision would "provide a refuge on EB approach for NBL turning vehicles". This traffic revision shall be further revised as follows: In order to safely protect traffic turning left onto the Auburn/Black Diamond road from our Agriculture Production District, this intersection shall be signalized.
8. Concurrency traffic studies for GVR traffic volume shall be implemented and analyzed and acted upon at each 400 dwelling completion. If significant adverse traffic is recognized, further development shall be discontinued until proper mitigation of traffic is corrected.

It should be noted that without utilizing traffic limiting measures (and I don't mean the standard "traffic calming devices"), the expected volume is expected to increase on GVR from 300 – 400%. . **If you were to take the KC traffic control counts done at the west end of SE Green Valley Road in 2009 and multiply it conservatively by 350% we would find the volume of traffic expected on our road exceeds the traffic counts done at the similar time on both the Issaquah-Hobart Road at Tiger Mountain and would <u>exceed by around 60%</u> the traffic count taken for the Kent-Kangley road at 216th.**

It was indicated in the study that the road could hold that volume, yes, because remember it is 11 miles long and how many cars can you stack up along 11 miles? But does that mean that increasing the volume on the road is correct? NO. This road is listed as a collector arterial road (lowest class of road) which means it is to service its immediate type of community which in our case is rural agriculture. GVR runs through 1 of 5 designated Agriculture Production Districts in King County. It is bordered by approximately 9 miles of land that is part of the Preserved Farmlands Program. **The citizens of King County in the passage of the Farmlands Preservation Bond issue in the 1980's were among the first in the nation to purchase development rights from farm/open space property to devote it to agricultural and open space uses. (King County Ordinance No. 4341). The DEED of and Agreement relating to Development Rights permanently restricts the use of the land to solely agricultural and open space use. Under the Official County Deed and Agreement relating to Development Rights under <u>Restrictions on Use of the Land</u> Sec III B. limitations are placed on the land that "no more than 5 % of the land ...shall be covered by structures and/ or non-tillable surfaces. Structures are inclusive of surfaced parking area, driveways**

and SURFACED ROADS." Mitigating preserved farmland for any reason along GVR whether it be for traffic calming devices, shoulder enhancement or for capacity allotments for the Black Diamond MPD's is not consistent with the purpose of King County Ordinance No. 4341.

In addition, GVR is listed as a "Shared Roadway" which means it is frequently used by bicyclists. GVR is the longest Historical Corridor in King County. GVR is listed as a tier 3 road, which places its status as one of the lowest in the county for maintenance. Any increase of traffic from the MPD's would lead to further deterioration of the road.

In closing, I know you have been looking at me and perhaps thinking "why is she here speaking when she is not even a resident of our city?" I answer those thoughts with "I am a resident of South King County and am affected by what happens within your city boundaries. At our farm, I have met many citizens from Black Diamond that have told me they personally have not done or said anything to express their contempt regarding the magnitude of this MPD to you the council since they felt they had no voice to stand up against such a large internationally owned developer." Your new Black Diamond city's infrastructure must be regionally compatible.

You have two choices. One, you can be responsible to the existing citizens of Black Diamond and make Black Diamond regionally compatible. Or you could make my Mother prophetic. When I was a little child coming to Black Diamond, I asked her "Why do all the houses look the same? Why are they all stacked together?" Her response was, "Honey, Black Diamond is a (coal mining) company town."

Addition to Clarissa Metzler Cross statement

Exhibit A of the DA's Finding of Fact 6A under traffic safety Page 8 did show a flawed conclusion when it said that traffic volumes we received during the closure of the bridge on SR 169 did not result in a higher collision incident factor. It should be noted that the volume from this bridge closure was detoured across GVR and not down it for its primary detour. The route crossed GVR at SE 218th Ave.

Fiscal Impacts Analysis & Funding Agreement

My name is Carol Benson, residing at 30005 232nd Ave SE, Black Diamond, WA 98010. I have lived here for 31 years.

Finance and fiscal issues were a consistent concern during the hearings. Twenty nine comments were submitted discussing the issue, including mine. The dominant theme related to the money was the concern that the taxpayers would have to subsidize the cost of the MPDs.

The Villages MPD Conditions of Approval, page 156 and Lawson Hills MPD Conditions of Approval, page 160 require the following: ***The projects shall have no adverse financial impact on the City, as determined after each phase of development and at full build-out.***

Most concerns were the possibility of current taxpayers and future non-MPD taxpayers paying costs associated with the development, in the form of increased taxes, utility expansions and costs associated with new infrastructure.

The Funding Agreement, Exhibit N to the Development Agreements, assures compliance with the Conditions of Approval, "no adverse impact" requirement, but this agreement has not been executed. The Hearing Examiner recommended that the Development Agreement be revised to require that the proposed funding agreement attached as Development Agreement Exhibit N, or a substantially similar agreement, be executed prior to the acceptance of any implementing project applications, or prior to the execution of the Development Agreements, and that no applications already received be processed further until the Exhibit N agreement is executed. ***He makes it very clear that this should be a separate agreement prior to the execution of the Development Agreements.***

There is no language in the agreement for shortfalls at build-out or no reasonable solution that will address on-going shortfalls. The Hearing Examiner suggests revising the last sentence of Paragraph 4(a) as follows: "The City shall not approve any Phase III implementing development permits until a written agreement between the City and Developer is executed that reasonably assures that any build-out fiscal deficits caused by the MPDs are completely mitigated." The City Attorney may conclude that such a condition is not constitutionally supportable. In that case the agreement should make it abundantly clear that a reduction in density or other change in land use shall be one of the options considered in solving any on-going fiscal problems if other options are not reasonably available and the City shall have no obligation to authorize the MPD to move forward if the Applicant is unwilling to agree to any changes in land use that still allow a reasonable use of its property.

Another concern was expressed that Yarrow Bay's funding of permit review staff in the Funding Agreement creates a conflict of interest. The Hearing Examiner suggests that the Funding Agreement contain a provision prohibiting the Applicant from threatening to withhold funding on the basis of City personnel/decision making issues and that if any such threat is made that the Applicant be required to fund the affected City staff member's position for as long as MPD work necessitates the position as reasonably determined by City staff.

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I have a personal concern regarding property taxes. In 2010 the assessed value of my property decreased 7.2%, yet my property taxes went up by 8.4%. In a declining market, when there is no growth in real estate, should the county (and City) be raising taxes to cover budget shortfalls? The property taxes that we pay are only 42.76% voter approved. The other 57.24% are not. Of our total property tax, **20.28%** goes to the City of Black Diamond. Are we already seeing our tax dollars being used for the MPD's? How would we know? Many of the residents of Black Diamond are retired, and these increased taxes will impose undue hardships on these citizens.

The Hearing Examiner has 24 Implementing Conditions, A-X, of Section VIII on pages 111-113. He recommends: As a conclusion of law it is determined that the following Development Agreement revisions are necessary to implement the MPDs as required by the MPDs Conditions of Approval. It is further determined that with the revisions below the Development Agreements satisfy all of the Development Agreement requirements of the Conditions of Approval. In many sections throughout these recommendations the Hearing Examiner complains that he did not have ample time to adequately explore all the exhibits or testimony, but recommends that supplementary conditions be considered.

In conclusion, the Hearing Examiner makes it clear that the first order of business is to execute the funding agreement between the City and Yarrow Bay, as a separate agreement with the recommended changes, prior to continuing the implementation of the Development Agreements. (Item W., page 113, Implementing Conditions) How can you create a Development Agreement if you don't know how you are going to be paid?

Comments for Black Diamond Closed Record Hearings ... October 6, 2011

Susan Harvey
30308 SE Lake Retreat S. Drive
Ravensdale, WA. 98051

Mayor Olness and Council Members:

I would like to revisit two issues I addressed at the Open Record Hearings in July. These are Section 12.0 "Development Review Process" and Section 15.3 "Assignment". These clauses reside in both the Lawson Hills and Villages Development Agreements.

Because these sections do not deal with technical issues, but instead, with process, they can be viewed as unimportant or clerical in nature to those who do not recognize that they set up the power structure and the roles and responsibilites that will govern the City in the future. It can be harmful to the City and its citizens if these processes are not given careful evaluation.

Section 12.0 "Development Review Process" describes the process to be used when making changes to the development agreements. Amendments are either classified as Major or Minor. If an amendment is considered Major it shall be reviewed by the same procedure applicable to a new development agreement request. If an Amendment does not modify the intent and policy of either the Lawson Hills or Villages Agreement, it will be considered Minor and may be approved by the Mayor. The final determination regarding whether an Amendment is Minor or Major shall rest with the Designated Official, who is appointed by the Mayor. So, effectively, the decision as to whether an Amendment is Major or Minor, is concentrated into the hands of two people, the Mayor and the

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Designated Official. In itself, this appears logical. However, done in a vacuum with no process in place to ensure that the City Council and the public are aware of the pending changes and can provide comment, is far too great a concentration of power into the hands of two people. Please review this section and consult with independent counsel before accepting it verbatim.

Section 15.3 "Assignment" talks about the assignment of rights and interests by the Master Developer, Yarrow Bay, to another business entity, called the Master Developer Transferee. This Master Developer Transferee, as I understand, will gain rights transferred from Yarrow Bay that will impact the daily workings and finances of the City of Black Diamond. According to both current Agreements, the Master Developer has to give the City a 30-day notice. However, if the city does not appove the selection of the Transferee, the City has no recourse other than to revise the contract itself, which could prove timely and extremely difficult. Why is this so? Because Section 15.3 states: "Consent by the City shall not be required for any assignment or transfer of rights pursuant to this Agreement".

Yarrow Bay has responded to this concern by stating that Talus, Issaquah Highlands, Snoqualmie Ridge II, and Redmond Ridge did not include a consent provision within their assignment clauses. Could this be that no one understood the potential impact of this sentence? I wonder why it is necessary to specifically exclude the City for consent purposes. Please review this section and consult with independent counsel before giving away such a basic right.

All clauses in the General Provisions are key to how the contract will be administered and must be reviewed and their impacts understood by

Council members. This is necessary to protect the future of your citizens by making certain that fair and clear processes are put into place.

Actually I did not want to speak tonight. I am quite cynical about what I have witnessed over the past two years. Right now I have the feeling that we are all playing roles on a stage. I am speaking to you pretending that I believe what I say is actually going to be considered, you are pretending that you are actually listening, care about what I say, and are going to try to understand what needs to be done. You will even thank me for my comments when I'm done. Yarrow Bay is dutifully sitting on these hard chairs exercising their back muscles to stay comfortable, listening to the comments in order to make the appropriate rebuttals

So how did we get here? How did we get into a situation where hundreds of thousands of people are held hostage by just you three city council members of the smallest town in the area. Could it be because we have all followed a process in which:

- three people who should be recused , twice by their own admission, have become the majority and make all the decisions. (We got rid of those other two pesky guys who tried to understand the situation and asked too many questions.)
- we take all our advice from a lawyer on the Developer's payroll;
- we have no access to the officials elected by us and if we appear to break the hallowed quasi-judicial process and try to contact them, live in fear of lawsuits;
- where the only impartial party, the Hearing Examiner, is not allowed time to respond to all the issues, and where, even if he had the time, has no real power and his recommendations can be ignored by both the Developer and the City;

- where the decision by the Growth Management Hearings Board that the process being used is wrong and should be changed is ignored as if it never happened.
- I'm sure others in the audience could add more.

As I see it, we are engaged in a win-lose situation.
When Yarrow Bay wins, we lose, and vice versa. Black Diamond is urban and, per the Growth Management Act, needs to consolidate population to meet the county's guidelines. Black Diamond understands this, supports the concept of a Master Planned Development, but wants to keep its precious way of life and protect its environment. Yarrow Bay has purchased lots of land and believes it can only turn a profit if it uses its land for the development of thousands of homes and over a million square feet of commercial space.

Is there not some room for a middle ground, one in which both parties are rewarded?

If the number of homes could be decreased by half and if the land owned by Yarrow Bay that is considered more sensitive could be sold off to private parties or organizations interested in protecting the wildlife and general lifestyle, couldn't this serve everyone better? Nothing is going to help the traffic situation, but at least more minimal development would lessen it.

Commercial space is needed by the community and the estimated size could possibly stay the same or be adjusted to anticipated growth. Perhaps some rezoning could be considered. It would be a unique master plan. Terribly naïve and legally impossible? I happen to think the path we are on is more naïve and will produce legal battles for years to come.

GMVUAC Written Statement

My name is Les Dawson. I reside at 17855 W Springlake Dr. SE, Renton, WA. I represent the GMVUAC. I regularly come to Black Diamond, at least twice monthly for our church project and also patronize the Bakery and Book Store. I have used the auto body shop here at least twice-he does good work!

I am a member of the Greater Maple Valley Unincorporated Area Council. We are a locally elected advisory body to the King County Council representing rural unincorporated area residents

As the Hearing Examiner acknowledged in his recommendations, the Public and the Black Diamond City Council have wider latitude to address concerns with the MPDs than the Examiner, who is limited to simply ensuring the Development Agreements meet the MPD ordinances.

In this context, it's recommended that the City Council put Supplemental Conditions on those ordinances to compel the applicant to locate urban-serving and urban-driven facilities inside the Urban Growth Area (UGA). This would address some of the concerns regarding the impact of the MPDs on the Rural Area.

The applicant has made it clear that there are alternatives to placing urban-serving schools and an urban-driven stormwater facility in the Rural Area. The recommendation would simply set a Supplemental Condition requiring the use of those alternatives.

It's also recommended that the City Council add Supplemental Conditions requiring stronger evidence of the "spirit of cooperation" with surrounding jurisdictions for transportation mitigation required of the applicant and staff when the MPD was

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approved. Although concurrency is the legal requirement for a jurisdiction, roads, like with streams or rainwater, don't recognize jurisdictional boundaries.

Keep in mind that the big "selling point" for MPDs is that they're self-contained. That same context should be set for facilities driven by the MPDs. Neither the stormwater facility nor the schools are being driven by rural area needs. To call the stormwater facility a "lake" or "public amenity", as the applicant has done in its outside lobbying, is a blatant misrepresentation attempting to deceive by implying some rural area benefit. An 18% decline in school age population in the Rural Area over the last ten years leaves little doubt the schools are to serve urban residents.

The Growth Management Hearings Board and the WA State Supreme Court have made it very clear that urban-serving and urban-driven facilities have no business in the Rural Area. Both have acknowledged that these sites create an epicenter that will inevitably lead to the urge to urbanize. Although this is particularly true in the case of the schools, implying that the stormwater facility will serve future needs, as the applicant has done, assumes continued development. The availability of this facility will make it easier for the applicant to continue to push for more encroachment into the Rural Area: a vision that runs contrary to GMA.

We're losing the rural area through "creeping normalcy". Approving a school site, overflow of facilities for a Master Planned Development, a Transfer Development Right receiving site, a tightline sewer, a stormwater retention facility, or a number of other examples of land used for urban purposes sited in or near the rural area seem insignificant when viewed individually. But viewed collectively these urban uses in the

GMVUAC Written Statement

Urban Growth Boundary (UGB) fringe areas have created an urban/rural ecotone clearly intended as a covert way to eventually expand the Urban Growth Area and further reduce the ever-shrinking areas devoted to agriculture, forestry, animal husbandry, and recreation the Rural Area provides.

The Suburban Cities Association, the school districts, timber companies, developers, and, unfortunately, County Council members whose districts are overwhelmingly rural, are demonstrating why we're so concerned about urban encroachment into the Rural Area and the plight along the UGB fringe area.

It appears unfair and unnecessary for Black Diamond to place the burden of alignment to the Growth Management Act's intention to protect the Rural Areas solely on King County. The City Council has an opportunity to "do the right thing" by compelling the applicant to site all facilities supporting the MPDs inside the UGA by requiring the use of the planned alternatives for stormwater retention/detention facilities and schools.

Les Dawson (Recording Secretary of GMVUAC) for Steve Hiester (Chair of GMVUAXC), hies_skel@hotmail.com,