From: Steve Pilcher
Sent: Thursday, June 16, 2011 5:46 PM
To: Cincity63@comcast.net
Cc: Brenda Martinez
Subject: RE: Motion to Olbrechts - Development Agreement Hearing Motions

Ms. Wheeler:

I noted your motion was sent to Mr. Olbrechts at the law firm where he formerly worked. Since last year's MPD hearings, Mr. Olbrechts left Ogden, Murphy, Wallace and opened his own practice. Hopefully, the staff at OMW forwarded your email to him. I don' t know if they did, as Mr. Olbrechts has not forwarded your motion to us (if he did receive it). It also appears that no one here at the City was copied, so until you sent your message late today, we were not aware you had made a motion.

We should be able to post this to the website tomorrow.

Steve Pilcher
Community Development Director
City of Black Diamond
360-886-2560

From: Cincity63@comcast.net [mailto:Cincity63@comcast.net]
Sent: Thursday, June 16, 2011 4:59 PM
To: Steve Pilcher
Cc: Brenda Martinez
Subject: Fwd: Motion to Olbrechts - Development Agreement Hearing Motions

Steve-

I see that you have posted SOME of the motions to the Hearing Examiner on the City website.....My motion to Olbrecht's is currently not included. Please post this with the rest of the motions.

Cindy Wheeler

----- Forwarded Message -----
From: Cincity63@comcast.net
To: "P Olbrechts" <polbrechts@omwlaw.com>
Sent: Monday, June 13, 2011 5:02:03 PM
Subject: Motion to Olbrechts - Development Agreement Hearing Motions
Mr. Olbrechts -

I did speak and provide written input at the Pre-Hearing Conference for these upcoming hearings. I did not expect to submitting motions per your deadline, but the recent production of several documents on the City's behalf prompt some additional input and emphasize the need for some other input, previously offered, to be repeated.

In both my written and verbal comments I had stated that NO PORTIONS OF THE DEVELOPMENT AGREEMENT SHALL CONTAIN INCOMPLETE AGREEMENTS, UNDERSTANDINGS OR ITEMS THAT ARE "TBD".

Clearly it is impossible to judge the impact and effect of the development unless everything is decided, agreed upon / permitted and finalized. This is true whether it is road locations, school locations, storm water detention facilities, sewer facilities or any other required infrastructure or improvement element.

If we can not determine from the Development Agreement what the effects and impacts are, we can NOT possibly enter into a comprehensive agreement with a duration of some two decades. So no elements should be left up in the air and the "casualities" un-gauged, un-weighed and unknown for the citizens. After all this is our one and only chance to have made public comment on documents that have consequences for us for decades to come.

The simple fact that the situation is un-described and unknown to us will not keep the City from saying we have had a public process and they all got their say. Last year has proved that point already. The City and the developer frequently brag about the "vigorous public process" where the public got to testify loud and long last year.....but only on the impacts, infrastructure and expenses identified as of that time.....and that certainly left out an awful lot.

Please know that such elements DO exist in the hurriedly produced "Public Version" of the Development Agreement and Staff Report posted late Friday afternoon. (** By the way this was well after the Public Notice of a Hearing Date for the Development Agreement was published in the official paper.)

I provide you an example from the documents provided for public review below.

G. Section 7.3: King County responsibility for sewer. Although the City of Black Diamond operates its own sanitary sewer collection system, its contract with King County assigns to the County the responsibility for accepting sewage flows from the City and sending those flows on to regional treatment facilities. This will require the construction by King County of a storage facility to accommodate peak sewage flows. The location of this facility is still under discussion between the City and King County.

This is NOT acceptable for inclusion in the FINAL Development Agreement. Such "blind acceptance" would be absurd.

The people of Lake Sawyer are still actively implementing practices to assist recovery from the LAST King County Sewer "major implementation" out here....and that fiasco was an experimental design too. You will note that the letter from King County to Steve Pilcher in August of last year lists MAJOR concerns with both the design and implementation of the "experimental design" sewer collection system proposed by the City and NO agreement has been reached between King Co and Black Diamond on this topic, even though a joint task force was created 4-5 months ago!!! Clearly, we are a long way from the answer on this topic alone.

** Perhaps at some point you could hold some kind of public briefing or "explanation" meeting to help the taxpayers here who attended the Pre-Hearing Conference why and how we were issued public notice of this hearing by out City prior to you reporting the date for the hearing to commence through the schedule established by you? That

would be greatly appreciated by many. Confusion reigns here.

This leads to one of my other previously established requests. This process is intended to be for the public. For the public to get the full benefit of the process they must be able to understand the rules and procedures governing this process and then engage.

When the rules keep changing or when they are presented with tons of legalese and only through public notice, with no two way interaction, the public is effectively stifled.

Many people here also do not understand why the City has accepted TWO versions of the Development Agreements for each proposed project. This is not what the process outline indicates is standard at all. Many of us are confused to have the City post the Development Agreement with the first ever seen "Public Version" identifier placed before it. Does this indicate there is a different version for people other than the public? Is this what the letter of June 9, 2011 from Colin Lund, Yarrow Bay, to Steve Pilcher, Community Development Director Black Diamond, means when it refers to "two identical development agreement applications for each MPD"? So will the public be speaking on all four Development Agreements when we make our comments?

Again, much confusion has been generated by the change in action and direction by the City on these Hearings from what was explained at the Pre-Hearing Conference. This does not serve the Public Good.

We look to you for clarification and equality. We know you will seek to serve the true purpose of these hearings and not leave tax paying citizens with absurd commitments to unknown clauses.

Cindy Wheeler