

Heidi K. S. Napolitino

From: bkrepick@sbcglobal.net
Sent: Thursday, July 28, 2022 9:01 AM
To: Andrew DeDonker; Brian Bogen; Elizabeth Mitchell; Eric Faison; Heidi K. S. Napolitino; John Brock; Mike Quinn; Rajeev Thakur
Cc: 'Tracy Westlake'; 'Diane Cashman'; Jan Ostlund; John Rettenmier; John Zevenbergen; Laura Murphy; Lisa Marquart; Per Odegaard; Teresa Pape
Subject: PUBLIC COMMENTS OPPOSING THE REVISION OF 2015 UPPER BLUFF AGREEMENT TO ALLOW ONE SINGLE FAMILY HOME TO BE BUILT

Date: July 29, 2022

To: Mayor Quinn and Town Council

Cc: Eric Faison, Heidi Napolitino, Woodway Planning Committee, Tracy Westlake, Diane Cashman

From: Bill Krepick (concerned taxpayer and resident @ 11402 239th PI SW)

Subj: Public comment for 8/1/2022 Hearing. I oppose any revision of 2015 Upper Bluff Development Agreement and/or approval of one (or any number less than 33) single family home on that site

I don't understand why the Town is even considering revising the August 10, 2015 Agreement between the Town and Point Wells, LLC. That Agreement and subsequent Annexation of the Upper Bluff property included developer guidelines for 33 residences on the "Upper Bluff." That agreement was presumably vetted for its favorable ROI (return on investment) for the Town and its taxpayers from an economic, environmental, and resident quality of life cost/benefit analysis. Apparently the original developer of the 33 homes has since withdrawn their application, and appears to be no longer interested in developing 33 homes. Now the Town is considering amending the 2015 Agreement to support one single family home being built on one of the lots in the Upper Bluff.

The revision to the Agreement is unclear with respect to the Town vs. the developer responsibilities for an EIS (environmental impact study) and for the land acquisition, design and implementation of any new stormwater drainage system that would pass through the Point Wells property. What exactly is the Town responsible for, and what is the developer responsible for? What are the costs that each party must pay? Taxpayers need to know this information, and an ROI and financial pro-forma analysis needs to include these items.

With the proposed approval of one single family home, it appears that taxpayers may pay an exorbitant amount of money for an EIS and for stormwater drainage mitigation. At a minimum, it should be clarified re what the Town is responsible for and what the developer is responsible for – and what the costs are for those responsibilities. There is a statement in the Agreement that suggests the Town would pay for 30% of the stormwater right-of-way acquisition and infrastructure – and this is capped at \$250,000. While this may be an acceptable economic frisk that could be spread across 33 new homes, it is totally unacceptable to accept this risk for a one-house development!

I see no reason why the Town should absorb ANY costs for any individual who builds a single family residence on property that was acquired and justified for a 33 home development. Unless, and until the Town has assurance that 33 homes will be built on the Upper Bluff, why should taxpayers foot the bill for infrastructure investments that will only support one or two houses?

Taxpayers deserve to see the original ROI calculations that the Town used to justify the 2015 Agreement – with details of all the REET and building permit and property tax revenue assumptions, along with corresponding cost offsets for legal and engineering expense, stormwater drainage expense, road expense, EIS studies, etc. What ROI was the Town expecting for 33 homes and what was the proforma income statement for the project?

Similarly, I would like to see the Town's ROI for a revised Agreement that allows one or two single family houses to be built on Upper Bluff lots. How much will the Town receive in revenue from REET, permits, and property taxes vs. how much will the Town spend on legal, technical, EIS, stormwater drainage to support the one house limited development?

There is absolutely no justification for taxpayers to subsidize one or two single family houses in the Upper Bluff. Council members need to step up and demonstrate fiscal responsibility and fiscal leadership. All the risk and expense factors, pro-forma income statements, and ROI numbers need to be vetted. Taxpayers are not in the housing subsidy business – and they need to have confidence that their Town Council is not frivolously spending money on non-budgeted items, and are not favoring one or two house builders at the expense of other taxpayer and house owners.

I urge you NOT to revise the 2015 Upper Bluff Agreement, and NOT to support one-off houses being built on Upper Bluff lots. Either of these decisions would NOT be in the public interest nor benefit to the Town of Woodway and its residents.

Thank you for considering.

Bill Krepick
9-year Woodway resident
11402 239th PI SW

Heidi K. S. Napolitano

From: bkrepick@sbcglobal.net
Sent: Sunday, July 31, 2022 2:51 PM
To: Andrew DeDonker; Brian Bogen; Elizabeth Mitchell; Eric Faison; Heidi K. S. Napolitano; John Brock; Mike Quinn; Rajeev Thakur
Cc: 'Tracy Westlake'; 'Diane Cashman'; Jan Ostlund; John Rettenmier; John Zevenbergen; Laura Murphy; Lisa Marquart; Per Odegaard; Teresa Pape
Subject: RE: PUBLIC COMMENTS OPPOSING THE REVISION OF 2015 UPPER BLUFF AGREEMENT TO ALLOW ONE SINGLE FAMILY HOME TO BE BUILT- ***ADDITIONAL COMMENTS***

PLEASE ADD THIS ADDITIONAL PUBLIC COMMENT EMAIL TO MY PREVIOUS 7/28/22 PUBLIC COMMENT EMAIL.

I just found the Upper Bluff/Woodway Pointe tab on the Town website. However, I did not find a single document that outlines the financial justification for the 2015 Agreement. Why was no business plan or financial justification posted on the tab? Where is it? How can the Council now propose to amend the Agreement – and allow one single family home to be built without knowing the financial and legal implications?

The above referenced Town website tab includes a document entitled “2017 Comments on the August 2, 2017 Notice of Application.” This document appears to have no corresponding document with the Town’s responses to all of the Comments. In the Comments’ section is a 9/1/2017 letter from McCullough Hill & Leary (BSRE’s law firm) that is troubling because it appears to be a litigation waiting to happen – and an expensive one at that, knowing how much BSRE has spent on litigation and Court costs on Point Wells over the past 10 years. The letter lays out the case for BSRE as an ‘affected party’ and it notes that the Town’s Agreement with Point Wells, LLC and the Notice of Application is ‘deficient’ and fails to comply with terms of the pre-existing Point Wells Easement Agreement for access rights to the road (and stormwater drainage access?). BSRE’s lawyer demands a “halt to further development application processing.”

What happened with this litigious letter? Did the Town settle with BSRE? Why is BSRE not a hundred thousand dollar (or more) legal risk for the Upper Bluff development – whether it is for 33 houses or 1 house?

In addition to the threatening litigation letter, the Upper Bluff Comments file also includes 10 letters from concerned Woodway residents who raised serious issues in September 2017 about view rights, environmental issues, landslide risk, landfill that may be contaminated, traffic, and legal exposure. None of these residents was in favor of the annexation and development. Where are the Town’s responses to the residents?

I hope you will address these additional questions, as well as provide the answers to all the financial questions I asked in my original Public Comment email below. Taxpayers need full disclosure on all the financial and legal risks, as well as answers to 2017 taxpayer concerns that were apparently never answered.

Sincerely
Bill Krepick

From: bkrepick@sbcglobal.net <bkrepick@sbcglobal.net>
Sent: Thursday, July 28, 2022 9:01 AM
To: 'Andrew DeDonker' <ADeDonker@townofwoodway.com>; 'Brian Bogen' <BBogen@townofwoodway.com>; 'Elizabeth Mitchell' <EMitchell@townofwoodway.com>; 'Eric Faison' <eric@townofwoodway.com>; 'Heidi K. S. Napolitano (Heidi@townofwoodway.com)' <Heidi@townofwoodway.com>; 'John Brock' <JBrock@townofwoodway.com>; 'Mike Quinn' <mquinn@townofwoodway.com>; 'Rajeev Thakur' <RThakur@townofwoodway.com>
Cc: 'Tracy Westlake (tracyandrodger2021@gmail.com)' <tracyandrodger2021@gmail.com>; 'Diane Cashman'

<dcashman1010@gmail.com>; 'Jan Ostlund' <JOstlund@townofwoodway.com>; 'John Rettenmier' <JRettenmier@townofwoodway.com>; 'John Zevenbergen' <JZevenbergen@townofwoodway.com>; 'Laura Murphy' <LMurphy@townofwoodway.com>; 'Lisa Marquart' <LMarquart@townofwoodway.com>; 'Per Odegaard' <POdegaard@townofwoodway.com>; 'Teresa Pape' <TPape@townofwoodway.com>

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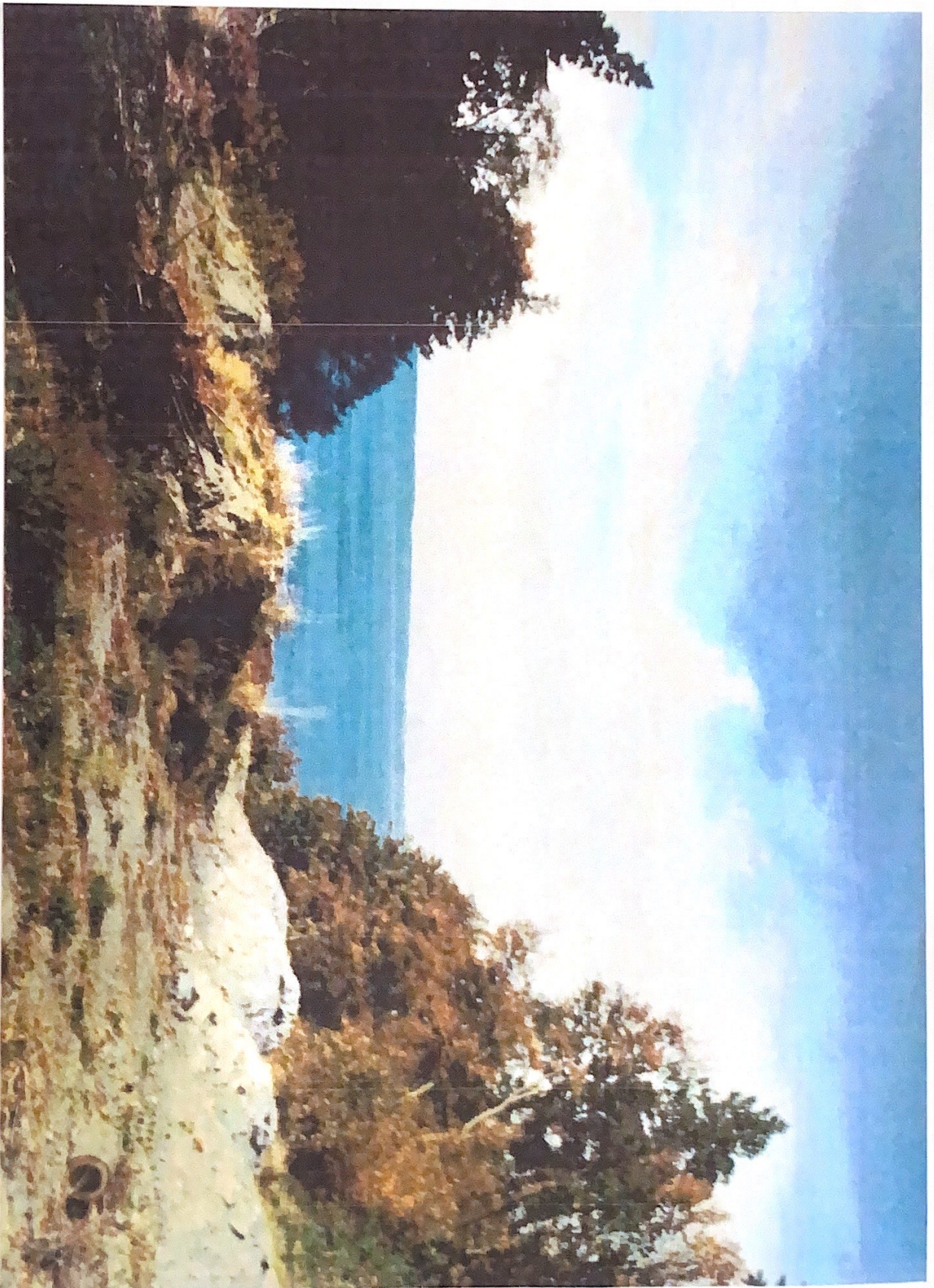
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Bill Krepick
9-year Woodway resident
11402 239th PI SW



2 View of Fill Piles of Unknown Composition
on Parcel A, circa early 1990's.



View of Fill Piles dumped on top of Bluff
circa 1990's

WOODWAY LANDSLIDE JANUARY 15 1997

