

Shroyer, Shauna

Subject: FW: Please don't allow 168 units to be built

From: Debbie [<mailto:dlspelecy@yahoo.com>]

Sent: Thursday, December 07, 2017 6:23 AM

To: City Council <citycouncil@westlinnoregon.gov>; Boyd, John <jboyd@westlinnoregon.gov>

Subject: Please don't allow 168 units to be built

Good morning,

If you haven't driven by where the proposed 168 units could be built.... please do.

This is where we live. This is where we call home.

Try to imagine the amount of traffic we already have in this area and then add 336 more cars trying to get on and off Blankenship.

Now that's going to be a nightmare!!

Think of wrecks, think of the honking horns and think of all angry West Linn residents.

No one can honestly believe this is a good idea for a neighborhood in West Linn.

We're trusting in all of you to do the right thing. There just isn't enough room in that small area for all those people and their cars.

Please hear us. Vote NO.

Sincerely,
Deborah Spellecy
6440 Summerlinn Way
West Linn, Oregon 97068

[Sent from Yahoo Mail for iPhone](#)

Boyd, John

From: Alan Smith <aalansmith57@gmail.com>
Sent: Saturday, December 02, 2017 5:50 PM
To: Boyd, John; City Council; Stein, Eileen; Thornton, Megan; Flynn, Courtney; Williams, John
Subject: Development Agreements in general and this one in particular

Because this is a new process that appears to be following the current stream of city development agreements nationwide, I hope that you each take your time with this particular application. I present the following questions to be used as a sort of checklist:

How do other cities process these development agreements? Will you be willing to request the City Attorney to produce samples from cities of all sizes if he has not done so already?

Do you envision codifying a process that includes the Planning Commission and the Attorneys?

Are you going to work into this application a time frame for city building inspectors to be on site? What kind of penalties do you plan to enumerate in the Agreement?

Has the mayor or any council members had previous discussions before the application with the property owner over the property owner's proposal?

Are you certain to rezone this from commercial to residential is in the Best Interest of the people and children who have to negotiate that hill?

I believe there is better use for the property, i.e., a hospital. Hospitals on hills are cool, especially trauma centers. Easy in and easy out for the air ambulances. Good luck, and remember, keep a healthy respect for the deceptions that Man conceives.

Sincerely,
Alan Smith
MA Spiritual Traditions and Ethics
Resident

Re: Development Agreement for 2410, 2422 and 2444 Tannler Drive (MISC-17-09)

Dear Mayor Axelrod and City Council,

I write this letter to urge you to reject the Development Agreement proposed by Mr. Jeff Parker, and to direct staff to avoid Development Agreements in the future as these agreements negate many of our processes for meaningful citizen engagement. I write this as a private citizen and not as the president of the Savanna Oaks Neighborhood Association.

As we all know, the Parker property at the corner of Tannler Drive and Blankenship Road has long been the subject of controversy when it comes to how it should be developed. Let me provide some background as to how we arrived at the decision currently before you.

Background

In 2007 Mr. Parker applied for and received approval to develop his property as commercial office buildings. This was proposed to be an extension of his existing Willamette 205 property next-door on Blankenship Road.

Normally, this approval would have been good for three years. But, Mr. Parker used a loophole in the city code to lock in the approval in perpetuity. The code stated that if "substantial development" was performed on the property then the development approval would be locked in for perpetuity. Mr. Parker was allowed by the city to perform some relatively minor infrastructure "development" on the property which, based on the opinion of the city, locked in his development approval. In my opinion, the city should have never allowed the work performed to qualify as "substantial development" and he still should have been held to the three-year standard for substantial development. Nevertheless, at this point that is water under the bridge. Suffice it to say that Mr. Parker has the right to develop his property anytime he desires as commercial office buildings.

In the subsequent years, Mr. Parker has applied for other development applications for this property. Some of these applications have involved a substantial residential housing component. Each time this has come before the city, the neighboring citizens have banded together to oppose residential development of this property. There are many reasons for this opposition but the primary one has been traffic at the failing intersection of Salamo Road, Blankenship Road, and Tenth Street. The citizens have hired, with their own money, traffic engineers and attorneys to oppose this residential development. The citizens have become frustrated that Mr. Parker has not listened to their opposition to residential development and continues to come back with one similar proposal after another necessitating their hiring these same experts to oppose his projects.

Present Day

This brings us to the latest proposal by Mr. Parker for a "Development Agreement" with the city. Once again, this agreement contains the potential for residential housing on the property. The citizens have many concerns with this proposal including:

1. If this Development Agreement is approved, it would bind the city for 15 years. This would restrict the possible uses of this property for that time period even if the city would subsequently desire that the property be used for some other purpose as the city's needs change. It would even be required that this agreement be recorded with Clackamas County.
2. This agreement again includes the possibility of a substantial residential housing component which the residents have steadfastly opposed for many years.
3. The manner in which this agreement was presented to the citizens was not in keeping with the open communication that residents desire of their city.

This last point deserves additional discussion.

City Manager Stein recently attended the November meeting of Savanna Oaks Neighborhood Association (SONA). The meeting was noticed to SONA members as a discussion with Ms. Stein regarding issues of interest to our members. I expected that she would arrive prepared to discuss issues as they were raised by our members.

Previously, whenever Mr. Parker would present one of his development proposals to the city, the proposal was communicated to the citizens well in advance of any hearings or testimony. A pre-app meeting was

noticed and held in a public forum to provide information to the citizens. This gave the citizens time to analyze the proposal and decide if the development proposed was suited to the property.

In this case, a pre-app meeting was scheduled and then cancelled. From that point forward, no communication was provided to the citizens that this proposal was still being considered by the city. The citizens assumed that it was dead since the pre-app had been cancelled.

Then, suddenly, notice was received from Mr. Parker that he was planning a community meeting to discuss the proposal. This notice was provided to citizens within 500 feet of the property as opposed to the usual notification which included the affected Neighborhood Associations. Additionally, the notice was received just four days before the meeting – not enough time for neighbors to inform others about the meeting.

As it turned out, the above neighborhood meeting was scheduled the same night as the SONA meeting which Ms. Stein attended. Citizens attending the SONA meeting were upset by the manner in which Mr. Parker's meeting had been arranged and held. This unhappiness extended to Ms. Stein's comments at the SONA meeting. Ms. Stein did not help her case by stating that she first learned of Mr. Parker's proposal in September. A document was circulated that proved that this was incorrect. I believe that if you do not know the answer to a question it is better to say "I don't know" than to guess and provide erroneous information. This misstatement led to a distrust of Ms. Stein's veracity.

Further compounding the issue was that the citizens learned that Ms. Stein had signed a "Letter of Intent" with Mr. Parker. Again, the citizens had no prior knowledge that this had taken place and felt that the city had gone behind their backs in working on this agreement with Mr. Parker. Plus, the whole idea of a "Development Agreement" was new to the city and to the citizens. It seemed to us that this mechanism was intended to smooth the way for this development without the usual public process taking place. This entire affair reminded the citizens of efforts by previous, development-friendly, city administrations to minimize (I would say "suppress") meaningful citizen input on development proposals.

Lastly, Ms. Stein's lack of knowledge as to the Development Agreement and other questions that were asked led me to wonder whether 1) she was being intentionally vague in her answers or 2) she was actually surprisingly unaware of the past history of this property and how concerned the citizens are about its development. Either answer is not what I expect from anyone filling our City Manager role.

Since the SONA meeting, Ms. Stein has written to me that the City Council approved her signing of the Letter of Intent during an Executive Session, but a Statement from the Mayor in the Tidings suggests Council may not have consented, or alternately may not have understood consent would lead staff to deem as complete an application for which Council had no opportunity for specific knowledge. Why an Executive Session was used for this approval is unclear (especially since Ms. Stein was later so readily willing to disclose the content of the Executive Session in an email to SONA members). The Executive Session approval, if that is what it is, creates an impression that the city, and its elected officials, were not transparent with the citizens. The City Council, if no one else at the city, should have known how this would look to the citizens who are wary of Mr. Parker and his motives.

In summary, I feel that this entire proposal has been handled extremely poorly by city staff (and possibly the City Council, depending on whether consent really was given in the Executive Session). The transparency that the citizens were promised by the City Council is lacking in this episode. In its place has returned the confusion, obfuscation, and lack of communication seen in past city administrations. One can only hope that this was a temporary lack of forthrightness on behalf of the city and its leaders and is not indicative of how things will be handled in the future.

In closing, I strongly urge the Council to reject this Development Agreement with Mr. Parker as not being in the best interests of the city and its citizens. Please direct staff that, as a matter of policy, all future development proposals should be handled through the normal city processes which are designed to provide ample notice to the citizens. I hope that the city has learned from this episode how important proper notification is to its citizens and how much we value the opportunity for timely and meaningful engagement.

Sincerely,

Edward Schwarz
West Linn

Boyd, John

From: Karen Park <kparklaw@aol.com>
Sent: Friday, December 01, 2017 3:40 PM
To: City Council; Boyd, John
Subject: Please add to public testimony for Dec 4, 2017 work session regarding development agreements

Dear Mayor Axelrod and members of the City Council:

ORS 94.513(1) states:

“94.513 Procedures on consideration and approval. (1) A city or county may, by ordinance establish procedures and requirements for the consideration of development agreements upon **application** by, or on behalf of, the owner of the property on which development is sought or another person having a legal or equitable interest in that property.” (Emphasis added).

ORS 94.518 provides that the comprehensive plan, ordinances, rules and policies of the City in effect at the time of **approval** of the development agreement, as opposed to those in effect at the time of **application**, shall be applicable to the development, unless otherwise specified in the development agreement. An applicant therefore has no vested statutory right to circumvent established City procedures and policies upon submission of an application for a development agreement.

Our CDCs do not currently specify procedures and requirements for consideration of development agreements, however, a property owner has submitted application MISC-17-09 requesting the City Council consider and approve the property owner’s proposal for a development agreement.

While the City Council is not required to establish procedures and requirements for the consideration of development agreements, ORS 94.513 specifically provides that the City Council may establish local procedures and requirements for the consideration of development agreements upon receipt of an application for a development agreement.

A development agreement essentially “cuts the red tape” for a property developer seeking a zoning change by eliminating the planning commission public hearing process set forth in CDC chapter 105 and the appeal process set forth in CDC chapter 99. Such circumvention of process and public involvement in land use decisions is inappropriate in West Linn.

It is appropriate and within the City’s statutory rights, for the City Council to establish procedures and requirements for consideration of development agreements prior to rendering a decision on the pending application MISC-17-09. The establishment of procedures and requirements can be accomplished by an ordinance which simply provides that proposed development agreements shall be considered and processed in accordance with the established policies, procedures and processes set forth in the CDCs.

To the extent that the 120 day decision deadline is problematic for the City Council, since, pursuant to ORS 94.504(1) it is within the discretion of the City Council to decline to enter into the development agreement, the pending application can simply be denied to allow time for the City Council to establish appropriate procedures for consideration of development agreements.

Respectfully,

Karen J. Park
West Linn

Boyd, John

From: Lucas Solis <lsolis@pureseed.com>
Sent: Thursday, November 30, 2017 1:59 PM
To: Perry, Brenda; Boyd, John
Cc: City Council
Subject: Re: PLEASE ADD AS PUBLIC TESTIMONY TO THE PACKET OF WRITTEN TESTIMONY FOR THE HEARING REGARDING MISC-17-09 (Development Agreement for 2410, 2422, and 2444 Tannler Driver)

Dear Brenda:

Thank you for the email. We are falling in love with West Linn—it's a great city, and thus our concerns.

Keep up the good work.

Lucas

From: "Perry, Brenda" <BPerry@westlinnoregon.gov>
Date: Wednesday, November 29, 2017 at 10:15 AM
To: Lucas Solis <lsolis@pureseed.com>, "Boyd, John" <jboyd@westlinnoregon.gov>
Cc: City Council <citycouncil@westlinnoregon.gov>
Subject: Re: PLEASE ADD AS PUBLIC TESTIMONY TO THE PACKET OF WRITTEN TESTIMONY FOR THE HEARING REGARDING MISC-17-09 (Development Agreement for 2410, 2422, and 2444 Tannler Driver)

Dear Mr. Solis

The meeting on December 4th where the Development Agreement process is scheduled is to provide information on the process and public testimony will be welcomed. The Blankenship/Tannler proposal will not be part of this discussion and no promises have been made to Mr. Parker by either the City Manager or the Council. In fact he was asked to put his proposals to the NAs for their support before coming back with any sort of final plan.

You are correct that we have denied both a zoning change and a high density development plan in the past and so I am surprised that anyone at the Savanna Oaks NA would think that we would pass anything through without a stringent review. Many of the points you mention were considerations in these denials.

Thank you for your interest and please do not hesitate to contact me with any further questions or concerns.

Warm Regards,

Brenda

503-568-2781

From: Lucas Solis <lsolis@pureseed.com>
Sent: Monday, November 27, 2017 12:17 PM

To: Boyd, John

Cc: City Council

Subject: PLEASE ADD AS PUBLIC TESTIMONY TO THE PACKET OF WRITTEN TESTIMONY FOR THE HEARING REGARDING MISC-17-09 (Development Agreement for 2410, 2422, and 2444 Tannler Driver)

Dear Mr. Boyd and City Council:

Our family is new to the Savanna Oaks Neighborhood. This past September we purchased a house on Falcon Drive which borders Mr. Parker's property VIA the Greene Dr. Right-of-Way. We fell in love with West Linn's neighborhoods, community, schools, and ultimately decided to purchase in West Linn because of the quality of living the city offers. These types of proposed projects are what will destroy the fabric of what makes West Linn such a great place to live. Needless to say, we are disappointed, and would not have purchased the property if we knew there was a possibility of Mr. Parker's land being rezoned residential. We were told the rezoning had been rejected twice before and with high confidence WOULD NOT be rezoned residential in the future.

Our family is against the proposed rezone—below are a few of our concerns:

- **Traffic:** Tannler Dr. is already a busy street with a dangerous intersections. We purchased our home on Falcon Dr. this past September, and already notice it is used as a by-way between Tannler and Bland Cir. For sure, adding this proposed development will increase traffic. **As we have a 1 yr. old daughter, this gravely concerns us and her safety as she gets older.**
- **Decrease in Property Value:** Without a doubt, this project will reduce the property value of the home we just purchased, as it will increase congestion, noise, obstruct view, etc., etc.
- **Increased probability of crime**
- **Increased congestion to schools, parks, and other public facilities**
- **Mr. Parker's proposal for the city to vacate all but 5 feet of Greene Dr. Right-of-Way and decreasing access to Savanna Oak Park.**

As a member of the community, this Development Agreement does not propose benefits—alternative, it proposes detractors to the community.

My best,

Lucas Solis

Homeowner – Falcon Dr.

Email: lucasasolis@gmail.com

Brenda Perry

West Linn City Councilor

City Council

22500 Salamo Rd

West Linn, OR 97068

bperry@westlinnoregon.gov

westlinnoregon.gov

503-742-6015



Boyd, John

From: Jenny Weller <jenny1559@yahoo.com>
Sent: Thursday, November 30, 2017 12:22 PM
To: Boyd, John
Cc: City Manager; Axelrod, Russell; Cummings, Teri; Perry, Brenda; Sakelik, Richard; Martin, Bob
Subject: Rezoning and development of Parker property

As an owner of a condo at the Mansions on Summerlinn, I'd like to voice my concern for the proposed rezoning and development of the Parker property at Tannler Drive and Blankenship Road. I moved to West Linn because of its bucolic feel and the cute downtown area. I feel that Mr. Parker's proposal to rezone his property will negatively impact community and take away from what makes our community unique and consistently ranked one of the best places to live.

I am not against planned and conscientious growth that provides a positive impact to the community. However, the proposed plan will have a negative impact to the neighborhood and the nearby community.

- Mr. Parker knew what the zoning was when he purchased the property. We should not change the zoning unless it would be beneficial to the community.
- The proposed change in zoning will significantly increase the traffic in an area that is already seeing increases due to development off of Rosemont and Salamo. A traffic light will not stop or abate the problem.
- In addition to the proposed multi-family, the proposed large fitness center will add even more traffic during peak hours. Just go look at the traffic by the new 24 Hour Fitness in Gladstone during rush hour. Gym use is at its peak on weekdays during rush hour.
- The realignment of Tannler will cut off access to Savannah Oaks. A lot of time and energy has been put into preserving this area. It would be a shame to limit access.
- Mr. Parker's comment about the old Albertsons is not a truthful statement. As I understand it, Safeway and Albertsons merged which meant one of the stores had to close. The group they sold it to went bankrupt and the court required them to close the store on Blankenship.

I urge the Council to deny this proposal and set up a thoughtful growth plan for our lovely community. We don't want the area to become like Tualatin/Sherwood road.

Thank you for your consideration,

Jenny Weller
4640 Summerlinn Way
West Linn, OR 97068