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Subject: August 17, 2021 Meeting - Wintergreen Project
Date: Sunday, August 15, 2021 3:13:10 PM

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As you consider the agenda item, please note:

Last November, the developer stated all 74 units would be “affordable” (up to middle income, but within the BIMC section regarding affordable housing). The highest cost unit was \$439k.

https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/749907/PPM_PlanningCommission_Presentation_1.pdf

That appears to have changed, with only 31 units now to be “affordable” for low-income buyers under BIMC 18.21.020 (subject to the note below), with the rest planned to be market rate.

It is very important to note that the affordability of the 31 units is not guaranteed (Agreement Sec. 3).

Please do not set the precedent of relaxing our guidelines and other requirements (environmental regulations will be next) in order to “get” affordable housing, especially where the ever-declining number of units is not even guaranteed.

This project has many problems that have never been remedied, including the traffic issue. We already avoid that area because of the traffic in and out of Visconsi. Seventy-five to 140 more cars/trips out of that area will make traversing that area impossible. The developer has never offered any mitigation, to my recollection.

Also, the City should not set the precedent of providing guaranteed timelines for planning. The project owners appear to be attempting to skirt the regulatory process here. Speed will result in mistakes or in waiving our usual requirements. Attorneys fees would be awardable if there is any delay, regardless of why (Agreement Sec. 8). The Agreement provides it supersedes all others - have there been other communications and agreements regarding this project? Likely - but all such permitting activities will be nullified by this agreement.

Finally, I would further remind you that Visconsi was to be all commercial. Lacking takers, the project owner has moved on to housing to make more money. Gone are the 800 trees that took carbon out of the air, gone for our lifetimes. The aggressive attitude of the project representative (even threatening suit in the proposal document) suggests there is more to this story, including the need to get money in the door. Please do not be bullied into making a bad decision.

If I were the lawyer for the City, I would advise it to *not* sign such an agreement. We urge you to reject this proposal. Thank you.

Lisa Neal