



Bulfr og Flats Devel opment



Project Narrative

November 15, 2024

Submitted to:

City of Cle Elum
Planning Department
119 West First Street
Cle Elum, WA 98922



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1.0 Site Wide Project Narrative

A. Site History and Background

The Bullfrog Flats Development Agreement on this site was originally approved on October 30, 2002 and comprised 1,100 acres to be subdivided into 1,334 residential dwellings (in phases), a business park, and land set aside for various public uses. Since that time portions of the Development Agreement have been executed, with the construction of utility infrastructure including a power substation and water treatment plant, dedication of land to the Cle Elum/Roslyn School District and City of Cle Elum, and recording of a subdivision in the proposed Business Park under permit number SUB-2007-001. The remaining parcels, 918.90 acres, are the subject of this project submittal package. An amendment to the Development Agreement was proposed by Sun Communities, the current owner of the property; however, that application has since been temporarily paused and the project will be proceeding under the original 2002 Development Agreement proposal and design.

B. Project Overview

The Bullfrog project is a mixed-use phased development project located in the western portion of the City of Cle Elum between Bullfrog Road and SR 903. The application as submitted plans to match the previously approved 2002 Development Agreement as closely as possible. This project is composed of multiple parcels, to be developed in multiple phases with land also set aside for future affordable housing and commercial uses. Permitting of the phases will consist of a Master Plat and Boundary Line Adjustment application submitted concurrently to establish the underlying parcel/phase boundaries. This application also includes a request to assign the Development Agreement from Sun Communities to Blue Fern upon closing of the Property and to extend the Development Agreement for another 10 years until 2037. Individual Preliminary Subdivision and Grading, Excavation & Filling applications will then be submitted for each phase of the development to further subdivide the site and permit infrastructure to support future residential lots. Concurrent with the Master Plat, the first three phases, S-1, J and S-2 preliminary plats will also be submitted.

The entire site is zoned as Planned Mixed Use, with the approved Development Agreement designating standards and conditions for the development. No changes to the existing Development Agreement are proposed. Primary access will be provided via a new road extension between Bullfrog Road and SR 903, with additional connections to be made to the north and south. A total of 1,334 residential dwellings are proposed, exactly matching that allowed under the Development Agreement. The site has already completed SEPA review with the issuance of the FEIS for the Development Agreement and Master Site Plan in 2002.

Phasing Plans within the Master Plat Plan set includes proposed phases, dwellings, and roadways within the proposed project.



General Project Fact Sheet

Project Element		Information	
Project Location, Parcel Numbers, & Acreage	Parcel Name	Parcel ID	Area per ALTA (acres)
	Lot 1	953154	35.000
	Lot 2	953155	7.986
	Lot 3	953156	7.748
	Lot 4	953169	9.999
	Tract A	953158	1.231
	Tract B	953159	0.772
	Tract C	953160	0.479
	Tract D	953170	1.994
	Tract E	953162	3.197
	Tract RW-1	953172	4.628
	Tract RW-2	953164	0.900
	Tract RW-3	953174	2.124
	Parcel 3	955367	38.971
	Parcel 5	18705	26.348
	Lot 1B	11075	42.574
	Lot 2B	11076	47.756
	lot 1E	11924	24.873
	Lot 1F	11925	38.279
	Lot 3	11113	22.473
	Lot 4	544235	85.030
	Lot 1C	11916	9.236
	Lot 2A	12034	59.761
	Tract B	11078	445.336
	Tract C	18707	2.205
		TOTAL SITE AREA	
	Township: 20 N Range: 15 E Sections: 21, 27, 28, 29, 30, 31, 32 and 33		
Legal Description	Full legal descriptions are provided in Appendix B.		
Current Zoning	Planned Mixed Use		
Land Use Designation	Planned Mixed Use		
Applications Submitted (See Appendix A for a full list of materials)	Master Plat and Boundary Line Adjustment Preliminary Subdivisions (SUB) Preliminary Site Plan (Phase B only) (SP) Site & Design Review (SDR) Final Plat (F-PLAT) (at a later date) Grading, Excavation & Filling (GP) (at a later date) Work in City Right-of-Way (ROW) (at a later date) Building Permits (B) (at a later date)		
Permit Process – Preliminary Approval	Process will follow Section 5 of the approved Development Agreement Master Plat and Boundary Line Adjustment will be submitted concurrently to create Phase boundary parcels. This will be followed by phase specific Preliminary Plats and engineering related submittals at a later date.		
Proposed Apartments	150		

Bullfrog Flats Development Project Narrative

Proposed Townhomes	374
Proposed Single-Family Homes	810
Affordable Housing	50
Total Dwellings	1,334 + 50 affordable
Proposed Commercial	To be determined when Business Park Phases are developed
Proposed Timeline for Permitting and Project Buildout	1 to 10 years pending market conditions

i. Infrastructure

All utilities will be extended into the project site from existing mains within adjacent parcels or right-of way, including from Bullfrog Road. Horizontal utility layouts can be seen within the Master Plat engineering plan set provided within the submittal package. Exact utility design will be completed under individual phase engineering permits.

Water Supply

The drinking water system will be managed by the City of Cle Elum with main extensions provided throughout the site as needed to serve the development and maintain water quality standards. A pressure-reducing vault (PRV) will be required to manage two different water pressure zones within the site.

Wastewater

The sanitary sewer system will be managed by the City of Cle Elum and will be gravity fed to existing sewer mains adjacent and through to the site. There is an existing gravity main running through the middle of Phase S-1, which will be utilized by the project. No lift stations are proposed as part of the development. There is existing capacity within the City's sewer treatment facilities, previously constructed as part of the Development Agreement.

Power

Electric power will be provided by PSE, with underground lines within the development. The applicant is working with PUD to confirm capacity is provided within the substation previously constructed as part of the Development Agreement. This development would be responsible for any on-site improvements deemed necessary.

Natural Gas

PSE provided natural gas may be installed within residential phases pending market conditions and current Energy Code requirements. Service within the business park will be determined as plans for the business park develop.

Stormwater

The project will manage collection, treatment, and disposal of stormwater along the natural flow paths with on-site stormwater retention and treatment facilities throughout the project, as regulated by the Department of Ecology Stormwater Management Manual for Eastern Washington.

Circulation

Public road connections are proposed to the north, east, west, and south of the development, with three points of connection off Bullfrog Road, one connection to SR 903 to the east, and one connection to Douglas Munro Way to the South. This development will construct these connections as part of the development phases, with two access points provided within the first phase with additional connections to follow. All roads through and within the development are proposed to be public. The road layout can be seen within the Master Plat engineering plan set within the submittal package.

ii. Tree Retention

The Development Agreement calls for all trees on slopes greater than 25% to be retained, except as necessary for the construction of utility and/or road improvements. Site-wide compliance of this tree retention requirement is provided. Tree retention information will be provided with each individual subsequent subdivision application.

iii. Recreational Facilities Overview

Each phase provides pocket parks and open space areas in addition to connections to a development wide trail network. The Development Agreement requires a minimum of 18 acres of public park space to be provided, as well as 1.56 acres of pocket parks to be provided within individual phases. No fewer than 3 pocket parks at least 0.25 acres in size are required. The proposed design provides pocket parks within each phase of development, exceeding the minimum of 3. Sizes of the parks vary but exceed the minimum of 0.25 acres.

A large public park is proposed in the area between phases S-1 and P-4. The design of this space will be included in subsequent permits.

iv. Residential Component Overview

The approved Development Agreement allows a maximum of 1,334 residential units across nine parcels, with an additional 50 affordable housing units designated. The proposed design included with this submittal package closely adheres to the dwelling counts per phase provided on the approved Master Site Plan, with 150 multi-family apartment units, 374 townhouses, and 810 single-family detached units, for a total of 1,334 dwellings. All townhouses and single-family homes are proposed to be on individual lots, while the multi-family units will be rentals on one parcel. No design is provided for the affordable housing phase as this parcel will be set aside for development at a later date.

v. Residential Density

Each individual phase falls within the density threshold ranges required within the Development Agreement. These densities vary from 4.26 dwellings per acre in Phase P-1 to 9.49 dwellings per acre in Phase B.

It should be noted that the project is proposing 1,334 residential units, exactly the amount proposed in the approved Development Agreement. Calculations for density can be found in Section 2, below.

vi. Commercial Component Overview

A large component of the Master Plat provided within the Development Agreement covers a Business Park area. As this portion of the development is not proposed to be developed as part of this application, no square footage of commercial space is provided at this time. These parcels are to be set aside for future development.

C. Critical Areas

i. Wetlands/Streams

There are 3 wetlands and no streams located on or within 300 feet of the subject properties. The tables below include a summary of the wetlands, their categories, and buffer requirements. Detailed descriptions of the identified wetlands can be found in the Wetland, Plants, and Fisheries Assessment prepared by Raedeke Associates on September 10, 2020 and included in the submittal package. This project has been designed to meet all applicable critical area requirements found in the Development Agreement and all impacts have already been assessed as part of the SEIS approved as part of the original Development Agreement.

Wetland Summary Table

Wetland ID	Predominant Wetland Classification / Rating		Wetland Size Onsite (SF)	Buffer Width (FT) ¹	Increased Buffer Width (ft.)
	Vegetation Class	Rating			
4	PSS/PFO	I	8,452	75	110
5	PSSAB	II	12,937	75	110
6	PSSA	III	424	60	110

Notes:

1) Ratings and buffers for the current SEIS are based on the current WDOE rating system (Hruby 2014) and the current City of Cle Elum (2019) critical areas regulations.

Discussions with the City have determined that buffers need to be evaluated per the most current code which includes habitat score evaluation. Wetlands 4, 5 and 6 have a habitat score of 6. Per Cle Elum municipal code, Table 18.01-1 wetlands with a rating of I, II or III with a habitat score of 6 have a buffer of 110 feet.

Plans provided for the Master Plat have shown the 110 foot buffer for all three wetlands. Buffer averaging will be utilized in order to provide the main spine road that connects phases P-1 through P-4. Through buffer averaging, the same, or more, buffer area will be provided to protect the wetlands. Further details of the buffer averaging will be provided with the preliminary subdivision applications of the adjacent phases (P-2 and P-3).

ii. Geologically Hazardous Areas

No surface indications or history of unstable soils were identified in the immediate vicinity of the site. The site topography includes flat and gently sloped areas, as well as several moderately to steeply sloped areas, none of which exceed 40% grades. Portions of the site that classify as Erosion Hazard Areas under CEMC Title 18 include the steep slope areas along the western and southern edge of the Bullfrog Moraine along a portion of the south edge of Bullfrog Heights. For additional information please refer to the Geology, Soils, and Groundwater Technical Report prepared by Associated Earth Sciences, Inc. in September 2020, which is included in the submittal package. This project has been designed to meet all applicable critical area requirements found in the Development Agreement and all impacts have already been assessed as part of the SEIS approved as part of the original Development

Agreement.

D. Transportation

The site is located adjacent to Bullfrog Road and SR 903, with a new through connection proposed between these routes to improve connectivity. All proposed roads within the development will be publicly dedicated. Any proposed shared driveways within the development will be private. A Transportation Impact Analysis is being prepared by TENW. This project has been designed to meet all applicable traffic requirements found in the Development Agreement and all impacts have already been assessed as part of the SEIS approved as part of the original Development Agreement.

E. Project Timeline

Estimated timelines associated with the proposed Bullfrog Flats project phases are below:

Summer 2024 – Fall 2024: Master Plat / BLA and Preliminary Plat Approvals

Fall 2024 – Spring 2025: Permitting for Phase subdivisions and clearing/grading

Spring 2025: Construction start for Phases S1, J and S-2

2025-2037 – Phased permitting and construction for all remaining phases.

F. Phasing Plan

Due to the large scale of the project, the Bullfrog Flats development is proposed to be built in a total of 9 residential phases (not including the affordable units or business park developments) spread over a number of years. These Phases are aligned as closely as possible with the 2002 Master Site Plan seen in the Development Agreement.



Single Family Phases

- Phase P-1 will include grading, road, and utility infrastructure to support 123 single-family dwellings on individual lots. This phase also includes associated open space and connection points to adjacent phases.
- Phase P-2 will include grading, road, and utility infrastructure work to support 187 single-family dwellings on individual lots. This phase also includes associated open space, stormwater pond, and connection points to adjacent phases.
- Phase P-3 will include grading, road, and utility infrastructure to support 118 single-family dwellings on individual lots. This phase also includes associated open space and connection points to adjacent phases.
- Phase P-4 will include grading, road, and utility infrastructure to support 149 single-family dwellings on individual lots. This phase also includes associated open space, stormwater pond, and connection points to adjacent phases.
- Phase S-1 will include grading, road, and utility infrastructure to support 103 single-family dwellings on individual lots. This phase also includes associated open space and a stormwater pond.
- Phase S-2 will include grading, road, and utility infrastructure to support 130 single-family dwellings on individual lots. This phase also includes associated open space and a stormwater pond.

Multi-Family Phases

- Phase B is to be permitted as a subsequent Preliminary Site Plan including grading, road, parking, and utility infrastructure to support 150 apartment units within multiple buildings on one parcel. This phase also includes associated open space, stormwater pond, parking areas, and connection points to adjacent phases.
- Phase J will include grading, road, and utility infrastructure to support 164 zero lot line townhouse dwellings on individual lots. This phase also includes associated open space, stormwater pond, and connection points to adjacent phases.
- Phase M will include grading, road, and utility infrastructure to support 210 zero lot line townhouse dwellings on individual lots. This phase also includes associated open space, stormwater pond, and connection points to adjacent phases.

Other Phases

- Phase A is to be set aside for future use for 50 affordable housing dwellings to be developed at a future phase. This parcel fronts on two primary roads but exact connection points are not proposed and no connections points to other phases are provided.
- Development of Business Park parcels with road and utility connections will be determined in the future.

G. Existing EIS and SEPA

A site wide EIS was prepared and approved as part of the original Development Agreement. The City is preparing addendums to the FEIS to address the passage of time. No other environmental

review is required as the project proposes to have the same or lower impacts than those found within the Development Agreement previously approved by the City of Cle Elum.

2.0 Residential Phases

A. Single Family Detached Phases

Single Family Dwellings are a permitted use within Phases P-1, P-2, P-3, P-4, S-1, and S-2 per Condition of Approval 14 of Attachment B to the Development Agreement. The various standards, requirements, and conditions for single family dwellings within the development are set forth in the Development Agreement and are described below. All six of these phases of the Bullfrog Flats project will be submitted and processed as Preliminary Plats underneath the Master Plat.

1. Density and Lot Count

Density thresholds for detached single family residential development within the Bullfrog Flats site are established within Section 7 of the Development Agreement and must fall within specific ranges based on the phase number. The total minimum average density allowed within these six phases must be at least 4 dwellings per acre, per Condition of Approval 1 of Attachment B, and the project proposes an average density of 4.94 dwellings per acre in these phases. The overall percentage of single family dwellings is designated at 60% of the 1,334 total allowed dwellings (800 dwellings); however, this can vary by as much as 10% per Condition of Approval 1. Thus, between 667 and 933 single family dwellings are allowed on the site. This project proposes 810 single family dwellings across all phases, which matches the amount shown on the original 2002 Master Site Plan and results in 60.7% single family dwellings. Specific density calculations for each single family phase are shown below.

Residential Breakdown by Phase

Phase	Acres	Proposed Lots	Allowed Lots	Proposed Density	Allowed Density
P-1	28.89	123	120 (±10%)	4.26 DU/AC	2-5 DU/AC
P-2	42.09	187	184 (±10%)	4.44 DU/AC	2-5 DU/AC
P-3	21.21	118	118 (±10%)	5.56 DU/AC	3-7 DU/AC
P-4	29.22	149	144 (±10%)	5.10 DU/AC	3-7 DU/AC
S-1	18.62	103	96 (±10%)	5.53 DU/AC	3-7 DU/AC
S-2	27.50	130	148 (±10%)	4.73 DU/AC	3-7 DU/AC
Total	167.53	810	810 (±10%)	4.94 DU/AC	

2. Bulk Regulations

Design standards for detached single-family residential development within the Bullfrog Flats site are established within Section 7 of the Conditions of Approval of the Development Agreement and vary depending on the type of housing proposed and density within each phase. The following table has been prepared to clearly show which standards apply to each phase and how these phases meet the requirements.

Bulk Standard Requirements Table

Phase		Typical Lot Width	Typical Lot Depth	Typical Lot Size	Max Lot Coverage	Max Height	Parking	Front Setback	Rear Setback	Side Setback
P-1	Proposed	60 ft	120 ft	7,200 sf	45%	35 ft	4 stalls	20 ft	20 ft	5 ft
	Allowed ¹	60 ft	120 ft	7,200 sf	45%	35 ft	2 stalls	15 ft 20 ft garage	20 ft	5 ft
P-2	Proposed	60 ft	100 ft	6,000 sf	45%	35 ft	4 stalls	20 ft	20 ft	5 ft
	Allowed ²	60 ft	100 ft	6,000 sf	45%	35 ft	2 stalls	15 ft 20 ft garage	20 ft	5 ft
P-3	Proposed	50 ft	100 ft	5,000 sf	45%	35 ft	4 stalls	20 ft	20 ft	5 ft
	Allowed ³	50 ft	100 ft	5,000 sf	45%	35 ft	2 stalls	15 ft 20 ft garage	20 ft	5 ft
P-4	Proposed	50 ft	100 ft	5,000 sf	45%	35 ft	4 stalls	20 ft	20 ft	5 ft
	Allowed ³	50 ft	100 ft	5,000 sf	45%	35 ft	2 stalls	15 ft 20 ft garage	20 ft	5 ft
S-1	Proposed	50 ft	100 ft	5,000 sf	45%	35 ft	4 stalls	20 ft	20 ft	5 ft
	Allowed ³	50 ft	100 ft	5,000 sf	45%	35 ft	2 stalls	15 ft 20 ft garage	20 ft	5 ft
S-2	Proposed	50 ft	100 ft	5,000 sf	45%	35 ft	4 stalls	20 ft	20 ft	5 ft
	Allowed ³	50 ft	100 ft	5,000 sf	45%	35 ft	2 stalls	15 ft 20 ft garage	20 ft	5 ft

Notes:

- 1) Per “Single Family Detached (2-4 du/ac), Front-loaded” standards in Section 7 – Other Standards within the Development Agreement.
- 2) Per “Single Family Detached (3-5 du/ac), Front-loaded” standards in Section 7 – Other Standards within the Development Agreement.
- 3) Per “Single Family Detached (5-7 du/ac), Front-loaded” standards in Section 7 – Other Standards within the Development Agreement.

3. Landscaping and Open Space

Per the Development Agreement, landscaping areas are required per CEMC 17.64. Both the Development Agreement and this code section reference buffers between uses and adjacent roads. These buffers are provided as needed within the plan but are outside the phase areas. Please refer to the Master Plat in Appendix C and the Development Agreement Conditions Table in Appendix D for additional information. Landscaping is proposed throughout these residential phases and will be defined as each phase is developed.

Open space is also required by the Development Agreement in the form of pocket parks. These can vary in size and are to be located throughout the residential phases of the site. Each phase includes at least one pocket park, and exceeds the minimum area of 0.25 acres.

Recreation Space Requirements Table

Areas in SF	Acres	Units	Required Open Space	Provided Open Space*	Required Landscape Area
P-1	28.89	123	Not Specific	+/- 0.60 acre	None
P-2	42.09	187	Not Specific	+/- 1.2 acre	None
P-3	21.21	118	Not Specific	+/- 1.0 acre	None
P-4	29.22	149	Not Specific	+/- 1.0 acre	None
S-1	18.62	103	Not Specific	+/- 1.0 acre	None
S-2	27.50	130	Not Specific	+/- 0.5 acre	None
Total	167.53	810	Not Specific	5.3 acres*	None

*Open space may vary and will be specified on each subsequent subdivision application.

4. Access and Parking

Access to these phases will be provided off of the main spine road and to adjacent phases by public Collector Arterial roads per standard No. R-5 within Section 3 of the Development Standards in Attachment 2 to Attachment B of the Development Agreement. Phase P-1 has one connection to the spine road (to the northeast) and one to the adjacent Phase P-2 (to the southeast). Phase P-2 has one connection to the spine road (to the north), connections to the adjacent Phases P-1 and P-3 (to the west and east respectively), and an access point for potential future connection to the south. Phase P-3 has one connection to the spine road (to the north) and connections to the adjacent Phases P-2 and P-4 (to the west and east respectively). Phase P-4 has one connection to the spine road (to the northwest) and one to the adjacent Phase P-3 (to the southwest). Internal roads in each phase will be public Residential Local Access roads per standard No. R-7.

Parking requirements outlined in design standards in Section 7 of the Development Standards in Attachment 2 to Attachment B of the Development Agreement, as described in the table above. These phases require two parking spaces per dwelling, with one designated as garage and one as other. The development proposes two driveway spaces and two garage spaces for each dwelling, as well as additional on-street parking provided on one side of the Residential Local Access road per Standard No. R-7 found in the Development Standards in Attachment 2 to Attachment B of the Development Agreement. This results in a minimum of double the required parking spaces within each single-family residential phase.

Utilities

Public utilities will be designed and constructed to the 2002 Development Standards vested in the development agreement.

Proposed city owned utilities include sanitary sewer, storm drainage, and potable water. It is not anticipated that a non-potable water system will be installed at this time. Preliminary utility layouts for the entire project site have been prepared and are included in the Master Plat engineering plan set.

The city’s wastewater treatment plant (Upper Kittitas County Wastewater Treatment Facility) and existing sewer system has capacity for full buildout of the Bullfrog Flats project. Gravity sewer mains will be connected from each phase to one of two existing trunk mains crossing the project site. At this time, no sewer lift stations are expected to be necessary for full buildout of the site.

The proposed storm system will be designed to the 2024 Stormwater Management Manual for Eastern Washington. All regional stormwater facilities will be city owned and maintained. Condition of Approval 50 requires preparation and submittal of a Master Drainage Plan for the entire project site. At this time, it is anticipated that the majority of stormwater facilities will be infiltration or dispersion based, with detention being used only where infiltration is infeasible.

Potable water will be supplied to the Bullfrog development from the City’s water system. The majority of the project site is located within Cle Elum’s water pressure zone 3. Suncadia previously paid for water supply system infrastructure for service to the Bullfrog development. Water rights for the water that will be supplied to the Bullfrog development will be transferred to the City in compliance with the requirements of the Development Agreement and its Conditions of Approval. .

Private utility providers will design dry utilities including power, telephone and internet. Condition of Approval 113 of the Development Agreement requires installation of natural gas. Due to changing code on the installation of residential natural gas systems in Washington state, the city will confirm at a future stage if this private utility will be installed.

B. Townhouse Phases

Townhouse dwellings are a permitted use within Phases J and M per Condition of Approval 14 and fall under the multifamily designation. The various standards, requirements, and conditions for townhouse dwellings within the development are set forth in the Development Agreement and are described below. Both of these phases of the Bullfrog Flats project will be submitted and processed as Preliminary Plats underneath the Master Plat.

1. Density and Lot Count

Density thresholds for townhouse development within the Bullfrog site are established within Section 7 of the Development Standards in Attachment 2 of Attachment B of the Development Agreement and must fall within specific ranges based on the phase number. The total minimum average density allowed within these two phases must be at least 8 dwellings per acre, per Condition of Approval 1, and the project proposes an average density of 8.29 dwellings per acre in these phases. The overall percentage of multifamily dwellings is designated at 40% of the 1,334 total allowed dwellings (534 dwellings); however, this can vary by as much as 10% per Condition of Approval 1. Thus, between 400 and 667 multifamily dwellings are allowed on the site. This project proposes 524 multifamily dwellings across all phases, of which 374 are designated as townhouses. This matches the amount shown on the original 2002 Master Site Plan and results in 39.3% multifamily dwellings. Specific density calculations for each townhouse phase are shown below.

Residential Breakdown by Phase

Phase	Acres	Proposed Lots	Allowed Lots	Proposed Density	Allowed Density
J	19.81	164	164 (±10%)	8.28 DU/AC	8-15 DU/AC
M	25.30	210	210 (±10%)	8.30 DU/AC	8-15 DU/AC
Total	45.11	374	374 (±10%)	8.29 DU/AC	

2. Bulk Regulations

Design standards for townhouse residential development within the Bullfrog Flats site are established within Section 7 of the Development Agreement and vary depending on the type of housing proposed and density within each Phase. The following table has been prepared to clearly show which standards apply to each phase and how these phases meet the requirements.

Bulk Standard Requirements Table

Phase		Typical Stories	Units per Building	Building Footprint	Max Lot Coverage	Max Height	Parking per Unit	Front Setback	Rear Setback	Side Setback	Building Spacing
J	Proposed	3	4-6	5,000 - 7,600 sf	60%	35 ft	4 stalls	15 ft	15 ft	5 ft	10 ft
	Allowed ¹	2.5-3	5-6	6,000 - 8,000 sf	60%	35 ft	2 stalls	15 ft	10 ft 15 ft garage	5 ft	10 ft
M	Proposed	3	4-6	5,000 - 7,600 sf	60%	35 ft	4 stalls	15 ft	15 ft	5 ft	10 ft
	Allowed ¹	2.5-3	5-6	6,000 - 8,000 sf	60%	35 ft	2 stalls	15 ft	10 ft 15 ft garage	5 ft	10 ft

Notes:

1) Per “Multi-Family (8-15 du/ac), Townhomes” standards in Section 7 – Other Standards within the Development Agreement.

3. Landscaping and Open Space

Per the Development Agreement, landscaping must comprise 15% of the total phase area for townhomes. Additionally, the Development Agreement and CEMC 17.64 reference buffers between uses and adjacent roads. These buffers are provided as needed within the plan but are outside the phase areas. Please refer to the Master Plat in Appendix C and the Development Agreement Conditions Table in Appendix D for additional information.

Each townhouse unit must provide 48 sf of private open space per Section 7 of the Development Standards in Attachment 2 to Attachment B of the Development Agreement. Each unit will have a private back or front yard space exceeding this requirement. Open space is also required by the Development Agreement in the form of pocket parks. These can vary in size and are to be located throughout the residential phases of the site. Each phase includes large communal park areas meeting the intent of the pocket park requirement.

Recreation Space Requirements Table

Phase	Acres	Units	Required Private Open Space	Provided Private Open Space	Required Landscape Area	Provided Landscape Area
J	19.81	164	7,872 (48xunit)	>7,872 (48xunit)	3.057 ac. (15%)	>3.057 ac. (15%)
M	25.30	210	10,080 (48xunit)	>10,080 (48xunit)	3.795 ac. (15%)	>3.795 ac. (15%)
Total	45.11	374	17,952	>17,952	6.852 ac.	>6.852 ac.

4. Access and Parking

Access to these two phases will be provided off of the main spine road by public Collector Arterial roads per standard No. R-5 within Section 3 of the Development Agreement. Phase J has two connections to the spine road (to the south and west) and one to northern access road (to the

east). Phase M has two connections to the spine road (to the east and west). Internal roads in each phase will be public Residential Local Access roads per standard No. R-7 as well as Residential Alleys per standard No. R-9.

Parking requirements set forth in design standards in Section 7 of the Development Standards in Attachment 2 to Attachment B of the Development Agreement, as described in the table above. These phases require two parking spaces per dwelling, with one designated as garage and one as other. The development proposes two driveway spaces and two garage spaces for each dwelling, as well as additional on-street parking provided on one side of the Residential Local Access road per Standard No. R-7 found in the Development Agreement. This results in a minimum of double the required parking spaces within each townhouse residential phase.

5. Utilities

Utilities will be provided to serve each phase. Utility connections or extensions may be required beyond phase limits. Exact improvements per phase will be noted on subsequent subdivision applications.

Please see above, section 5 within the single-family detached phase for additional information.

C. Multi-Family Phase

Stacked flat apartment dwellings are a permitted use within Phase B per Condition of Approval 14 and fall under the multifamily designation. The various standards, requirements, and conditions for apartment dwellings within the development are set forth in the Development Agreement and are described below. The parcel used in this phase of the Bullfrog Flats project will be created as part of the Preliminary Plat, with subsequent permitting of site development completed via a Preliminary Site Plan. These permits will be underneath the Master Plat.

1. Density and Lot Count

Density thresholds for stacked flat apartment development within the Bullfrog Flats site are established within Section 7 of the Development Agreement and must fall within specific ranges based on the phase number. The total minimum average density allowed within this phase must be at least 8 dwellings per acre, per Condition of Approval 1, and the project proposes a density of 9.49 dwellings per acre in Phase B. The overall percentage of multifamily dwellings is designated at 40% of the 1,334 total allowed dwellings (534 dwellings); however, this can vary by as much as 10% per Condition of Approval 1. Thus, between 400 and 667 multifamily dwellings are allowed on the site. This project proposes 524 multifamily dwellings across all phases, of which 150 are designated as stacked flat apartments. This matches the amount shown on the original 2002 Master Site Plan and results in 39.3% multifamily dwellings. Specific density calculations for each townhouse phase are shown below.

Residential Breakdown by Phase

Phase	Acres	Proposed Lots	Allowed Lots	Proposed Density	Allowed Density
B	15.80	150	150 (±10%)	9.49 DU/AC	8-15 DU/AC
Total	15.80	150	150 (±10%)	9.49 DU/AC	

2. Bulk Regulations

Design standards for stacked flat apartment residential development within the Bullfrog site are established within Section 7 of the Development Standards in Attachment 2 of Attachment B to the Development Agreement and vary depending on the type of housing proposed and density within each Phase. The following table has been prepared to clearly show which standards apply to each phase and how these phases meet the requirements.

Bulk Standard Requirements Table

Phase		Typical Stories	Units per Building	Building Footprint	Max Lot Coverage	Max Height	Parking per Unit	Front Setback	Rear Setback	Side Setback	Building Spacing
B	Proposed	3	18 or 20	8,000 sf	60%	35 ft	2 stalls	10 ft	10 ft	10 ft	10 ft
	Allowed ¹	3	18-24	6,000 - 8,000 sf	60%	35 ft	2 stalls	10 ft	10 ft	10 ft	10 ft

Notes:

- 1) Per “Multi-Family (8-15 du/ac), Staked Flat Apartments” standards in Section 7 – Other Standards within the Development Agreement.

3. Landscaping and Open Space

Per the Development Agreement, landscaping must comprise 15% of the total phase area for apartments. Per CEMC 17.64.050, parking lot landscaping is also required to be a minimum of 10% of the surface parking area in Phase B. This will be demonstrated upon development plans for Phase B. Additionally, the Development Agreement and CEMC 17.64 reference buffers between uses and adjacent roads. These buffers are provided as needed within the plan but are outside the phase areas. Please refer to the Master Plat Site Plan in Appendix C and the Development Agreement Conditions Table in Appendix D for additional information.

Each apartment unit must provide 48 sf of private open space per Section 7 of the Development Agreement. Each unit will contain private open space exceeding this requirement. Open space is also required by the Development Agreement in the form of pocket parks. These can vary in size and are to be located throughout the residential phases of the site. This phase includes a large central park area, meeting the intent of the pocket park requirement.

Recreation Space Requirements Table

Areas in SF	Acres	Units	Required Private Open Space	Provided Private Open Space	Required Landscape Area	Provided Landscape Area
B	15.80	150	7,200 (48xunit)	7,200 (48xunit)	2.37 ac. (15%)	2.37 ac. (15%)
Total	15.80	150	7,200	> 7,200	2.37 ac.	>2.37 ac.

4. Access and Parking

Access to Phase B will be provided by public Collector Arterial roads per standard No. R-5 within Section 3 of the Development Agreement. This phase has one connection to the spine road (to the south), one connection to the northern access road (to the west), and one to the adjacent Phase A (to the east). Internal roads in this phase will be via public Residential Local Access roads per standard No. R-7 with private parking lots accessing off this roadway.

Parking requirements set forth in design standards in Section 7 of the Conditions of Approval, as described in the table above. This phase requires two parking spaces per dwelling, with no requirement listed for garages. The development proposes surface parking throughout the phase to provide convenient parking for each building. Enough surface parking has been designated to provide a minimum of two parking stalls per dwelling unit, meeting the requirement. Additionally, parking is allowed on one side of the looped Residential Local Access road per Standard No. R-7 found in the Development Agreement. This results in a minimum of double the required parking spaces within this apartment phase.

5. Utilities

Utilities will be provided to serve each phase. Utility connections or extensions may be required beyond phase limits. Exact improvements per phase will be noted on subsequent subdivision applications.

Please see above, section 5 within the single-family detached phase for additional information.

3.0 Additional Phases

A. General Description

The Development Agreement calls out a number of additional uses to be provided as part of the overall Bullfrog Flats project. These are described in more detail below.

B. Affordable Housing

Approximately 7.5 acres of land are required to be dedicated to accommodate 50 affordable housing units as part of the project. Phase A meets this requirement by provided land in the middle of the project area, between the apartments in Phase B and the Business Park. Road connections and utility stubs will be provided.

C. Business Park

Approximately 75 acres of land are called out to be reserved for a Business Park by the Development Agreement. The proposed site plan provides at least 75 acres of land for future commercial uses. A fire access road will be constructed through this area, but all building placement, utility connections, and road access points will be determined during development at a later date.

D. Property Transfers

The Development Agreements required land be provided to various entities for a future Community Recreation Center, School Expansion, Cemetery Expansion, Water Treatment Plant, and Power Substation. The majority of these areas have already been dedicated prior to the submittal of this Master Plat.

Areas in Acres	Required	Provided	Transfer Status
Recreation Center	12	12.20	Completed
School	35	38.09	Completed
Cemetery	10	-	Area shall be provided as an option for the City to purchase
Water Treatment Plant	12	12.06	Completed
Power Substation	Unclear	13.70	Completed

Appendix A: Supporting Document List

Master Plat:

1. Bullfrog Flats BLA Application
2. Bullfrog Flats Narrative and Conditions Compliance
3. Bullfrog Flat Master Plat Plans
4. Bullfrog Flats Boundary Line Adjustment
5. Bullfrog Flats ALTA Survey
6. Request to Extend Development Agreement
7. Wetlands Report
 - a. Updated Wetland Buffer correspondence
8. Soils, Geology and Ground Water Report, prepared by Associated Earth Sciences

Phase 1 – Preliminary Subdivision – Phase S-1

1. Bullfrog Flats Phase 1 (S-1) Subdivision Application
2. Bullfrog Flats Narrative and Conditions Compliance
3. Bullfrog Flat Phase 1 (S-1) Civil and Landscape Plans
4. Bullfrog Flats ALTA Survey
5. Bullfrog Flats Phase 1 (S-1) Stormwater Report
6. Wetlands Report, prepared by Raedeke Associates, Inc. Dated 9-10-2020
 - a. Updated Wetland Buffer correspondence, dated 7-15-2024
7. Soils, Geology and Ground Water Report, prepared by Associated Earth Sciences, dated September 2020

Phase 2 – Preliminary Subdivision – Phase J

1. Bullfrog Flats Phase 2 (J) Subdivision Application
2. Bullfrog Flats Narrative and Conditions Compliance
3. Bullfrog Flat Phase 2 (J) Civil and Landscape Plans
4. Bullfrog Flats ALTA Survey
5. Bullfrog Flats Phase 2 (J) Stormwater Report
6. Wetlands Report, prepared by Raedeke Associates, Inc. Dated 9-10-2020
 - a. Updated Wetland Buffer correspondence, dated 7-15-2024
7. Soils, Geology and Ground Water Report, prepared by Associated Earth Sciences, dated September 2020

Phase 3 – Preliminary Subdivision – Phase S-2

- 1. Bullfrog Flats Phase 3 (S-2) Subdivision Application**
- 2. Bullfrog Flats Narrative and Conditions Compliance**
- 3. Bullfrog Flat Phase 3 (S-2) Civil and Landscape Plans**
- 4. Bullfrog Flats ALTA Survey**
- 5. Bullfrog Flats Phase 3 (S-2) Stormwater Report**
- 6. Wetlands Report, prepared by Raedeke Associates, Inc. Dated 9-10-2020**
 - a. Updated Wetland Buffer correspondence, dated 7-15-2024**
- 7. Soils, Geology and Ground Water Report, prepared by Associated Earth Sciences, dated September 2020**

Appendix B: Legal Description

Legal Description for Bullfrog Flats Parcels

PARCEL 1:

LOTS 1, 3, 3, AND 4, TRACTS A, B, C, D AND E, AND TRACTS RW-1, AND RW-2 AND RW-3 OF THE CITY OF CLE ELUM SHORT PLAT NO. SUB-2007-001, AS RECORDED AUGUST 8, 2007, IN BOOK I (I) OF SHORT PLATS, PAGES 212 AND 213, UNDER AUDITOR'S FILE NO. 200708080012, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 27 AND THE EAST HALF OF SECTION 28, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M. IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON;

TOGETHER WITH PARCELS 3 AND 5 OF THAT BOUNDARY LINE ADJUSTMENT SURVEY, RECORDED APRIL 16, 2008, IN BOOK 35 OF SURVEYS, PAGES 8 AND 9, UNDER AUDITOR'S FILE NO. 200804160004, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF SECTIONS 21, 28, 32 AND 33 OF TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON;

ALSO TOGETHER WITH LOTS 1B AND 2B AS DESCRIBED AND/OR DELINEATED ON THE FACE OF THAT CERTAIN SURVEY RECORDED MAY 23, 1995 UNDER AUDITOR'S FILE NO. 581721 AND FILED IN BOOK 21 OF SURVEYS, PAGES 12 AND 13, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

ALSO TOGETHER WITH LOTS 1E AND 1F, AS DESCRIBED AND/OR DELINEATED ON THE FACE OF THAT CERTAIN SURVEY RECORDED OCTOBER 11, 1996 UNDER AUDITOR'S FILE NO. 199610110005 AND FILED IN BOOK 22 OF SURVEYS, PAGES 96 AND 97, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

ALSO TOGETHER WITH LOTS 3 AND 4, AS DESCRIBED AND/OR DELINEATED ON THE FACE OF THAT CERTAIN SURVEY RECORDED JUNE 13, 1995 UNDER AUDITOR'S FILE NO. 582256 AND FILED IN BOOK 21 OF SURVEYS, PAGES 46 AND 47, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTH HALF OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

ALSO TOGETHER WITH LOTS 1C AND 2A, AS DESCRIBED AND/OR DELINEATED ON THE FACE OF THAT CERTAIN SURVEY RECORDED FEBRUARY 26, 2002, UNDER AUDITOR'S FILE NO. 200202260030 AND FILED IN BOOK 27 OF SURVEYS, PAGE 91, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE NORTH HALF OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

ALSO TOGETHER WITH TRACTS B AND C, AS DESCRIBED AND/OR DELINEATED ON THE FACE OF THAT CERTAIN SURVEY RECORDED APRIL 2, 2021, UNDER AUDITOR'S FILE NO. 202104020107 AND FILED IN BOOK 43 OF SURVEYS, PAGES 179 THROUGH 185, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF SECTIONS 28, 29, 32 AND 33, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON.

PARCEL 2:

AN EASEMENT, ACCORDING TO THE TERMS, CONDITIONS, PROVISIONS, AND COVENANTS THEREIN CONTAINED, TO DEVELOP, CONSTRUCT, MAINTAIN, REPLACE, AND REPAIR A WATER TANK, TOGETHER WITH AN EASEMENT FOR INGRESS TO AND EGRESS FROM THE "WATER TANK EASEMENT AREA", ALL AS MORE PARTICULARLY SET FORTH IN THAT CERTAIN WATER TANK EASEMENT AGREEMENT;

DATED: DECEMBER 7, 2021
RECORDED: DECEMBER 10, 2021
RECORDING NO.: 202112100039

DESCRIBED AS FOLLOWS:

THAT PORTION OF TRACT OS-9 OF THE PLAT OF SUNCADIA PHASE 1 DIVISION 3 AS RECORDED MAY 4, 2005, IN VOLUME 9 OF PLATS, PAGES 94 THROUGH 120, INCLUSIVE, UNDER AUDITOR'S FILE NO. 200505040001, RECORDS OF KITTITAS COUNTY, BEING A PORTION OF SECTION 20, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:












COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION AS SHOWN ON SAID PLAT;
THENCE S 22°24'48" E, 1123.42 FEET TO POINT "J" AS DESCRIBED IN THAT EXISTING UTILITY EASEMENT RECORDED UNDER AUDITOR'S FILE NO. 200710150081;
THENCE ALONG SAID EXISTING EASEMENT, N 82°52'15" W, 7.56 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID EXISTING EASEMENT, S 14°27'47" W, 21.63 FEET;
THENCE N 75°24'43" W, 12.46 FEET;
THENCE N 75°32'58" W, 52.41 FEET TO A POINT OF CURVATURE;
THENCE NORTHWESTERLY 57.91 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, THROUGH A CENTRAL ANGLE OF 39°02'11" TO A POINT OF TANGENCY;
THENCE N 36°30'47" W, 27.82 FEET;
THENCE N 27°38'10" W, 21.52 FEET TO A POINT OF CURVATURE;
THENCE NORTHWESTERLY 16.67 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 14°41'50";
THENCE N 90°00'00" W, 175.92 FEET;
THENCE N 00°00'00" W, 210.00 FEET;
THENCE N 90°00'00" E, 210.00 FEET;

THENCE S 00°00'00" E, 150.27 FEET TO A POINT OF CURVATURE ON SAID EXISTING UTILITY EASEMENT RECORDED UNDER AUDITOR'S FILE NO. 200710150081;
THENCE ALONG SAID EXISTING UTILITY EASEMENT, SOUTHWESTERLY 26.82 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, THE RADIUS POINT OF WHICH BEARS S 54°02'55" E, THROUGH A CENTRAL ANGLE OF 20°29'19" TO A POINT OF TANGENCY;
THENCE CONTINUING ALONG SAID EXISTING UTILITY EASEMENT, S 15°27'46" W, 9.48 FEET TO A POINT OF CURVATURE;
THENCE CONTINUING ALONG SAID EXISTING UTILITY EASEMENT, SOUTHERLY 33.85 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 43°05'56" TO A POINT OF TANGENCY;
THENCE CONTINUING ALONG SAID EXISTING UTILITY EASEMENT, S 27°38'10" E 19.97 FEET;
THENCE CONTINUING ALONG SAID EXISTING UTILITY EASEMENT, S 36°30'47" E 26.27 FEET TO A POINT OF CURVATURE;
THENCE CONTINUING ALONG SAID EXISTING UTILITY EASEMENT, SOUTHEASTERLY 44.29 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 39°02'11" TO A POINT OF TANGENCY;
THENCE CONTINUING ALONG SAID EXISTING UTILITY EASEMENT, S 75°32'58" E 52.41 FEET;
THENCE CONTINUING ALONG SAID EXISTING UTILITY EASEMENT, S 82°52'15" E 12.57 FEET TO THE TRUE POINT OF BEGINNING.

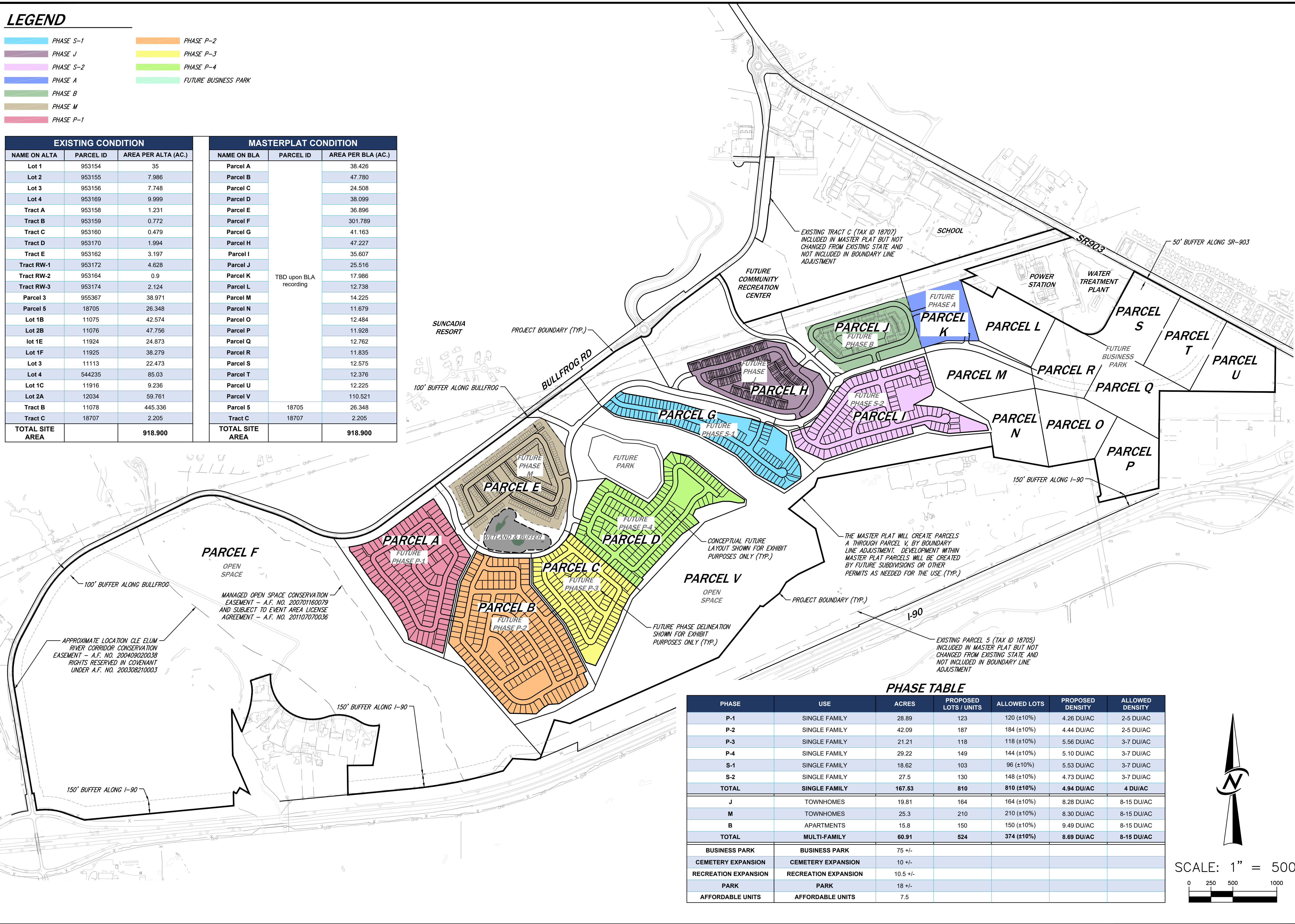
Appendix C: Master Plat Plan

Master Plat Plan for Bullfrog Flats

LEGEND

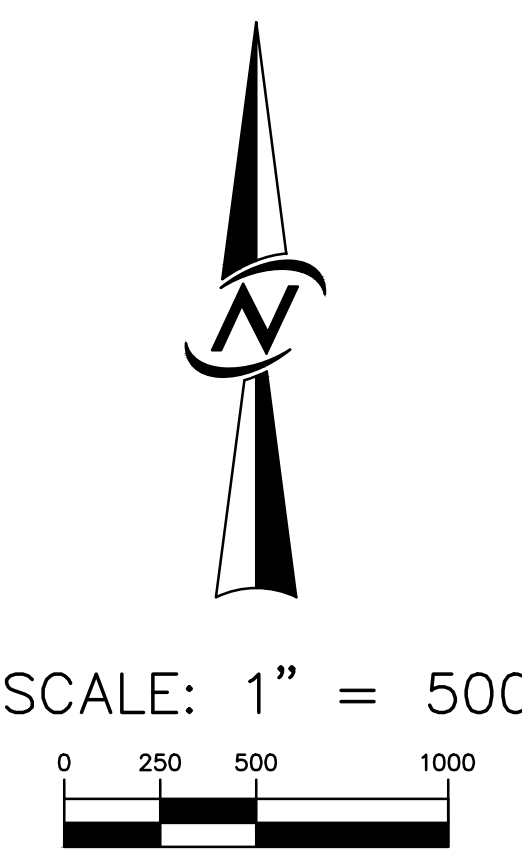
	PHASE S-1		PHASE P-2
	PHASE J		PHASE P-3
	PHASE S-2		PHASE P-4
	PHASE A		FUTURE BUSINESS PARK
	PHASE B		
	PHASE M		
	PHASE P-1		


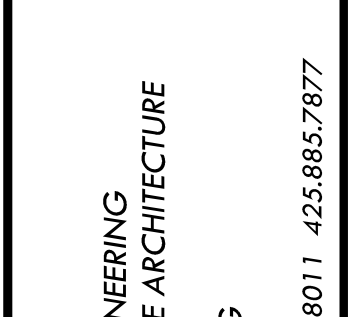
EXISTING CONDITION			MASTERPLAT CONDITION		
NAME ON ALTA	PARCEL ID	AREA PER ALTA (AC.)	NAME ON BLA	PARCEL ID	AREA PER BLA (AC.)
Lot 1	953154	35	Parcel A		38.426
Lot 2	953155	7.986	Parcel B		47.780
Lot 3	953156	7.748	Parcel C		24.508
Lot 4	953169	9.999	Parcel D		38.099
Tract A	953158	1.231	Parcel E		36.896
Tract B	953159	0.772	Parcel F		301.789
Tract C	953160	0.479	Parcel G		41.163
Tract D	953170	1.994	Parcel H		47.227
Tract E	953162	3.197	Parcel I		35.607
Tract RW-1	953172	4.628	Parcel J		25.516
Tract RW-2	953164	0.9	Parcel K	TBD upon BLA recording	17.986
Tract RW-3	953174	2.124	Parcel L		12.738
Parcel 3	955367	38.971	Parcel M		14.225
Parcel 5	18705	26.348	Parcel N		11.679
Lot 1B	11075	42.574	Parcel O		12.484
Lot 2B	11076	47.756	Parcel P		11.928
lot 1E	11924	24.873	Parcel Q		12.762
Lot 1F	11925	38.279	Parcel R		11.835
Lot 3	11113	22.473	Parcel S		12.575
Lot 4	544235	85.03	Parcel T		12.376
Lot 1C	11916	9.236	Parcel U		12.225
Lot 2A	12034	59.761	Parcel V		110.521
Tract B	11078	445.336	Parcel 5	18705	26.348
Tract C	18707	2.205	Tract C	18707	2.205
TOTAL SITE AREA		918.900	TOTAL SITE AREA		918.900



PHASE TABLE

PHASE	USE	ACRES	PROPOSED LOTS / UNITS	ALLOWED LOTS	PROPOSED DENSITY	ALLOWED DENSITY
P-1	SINGLE FAMILY	28.89	123	120 (±10%)	4.26 DU/AC	2-5 DU/AC
P-2	SINGLE FAMILY	42.09	187	184 (±10%)	4.44 DU/AC	2-5 DU/AC
P-3	SINGLE FAMILY	21.21	118	118 (±10%)	5.56 DU/AC	3-7 DU/AC
P-4	SINGLE FAMILY	29.22	149	144 (±10%)	5.10 DU/AC	3-7 DU/AC
S-1	SINGLE FAMILY	18.62	103	96 (±10%)	5.53 DU/AC	3-7 DU/AC
S-2	SINGLE FAMILY	27.5	130	148 (±10%)	4.73 DU/AC	3-7 DU/AC
TOTAL	SINGLE FAMILY	167.53	810	810 (±10%)	4.94 DU/AC	4 DU/AC
J	TOWNHOMES	19.81	164	164 (±10%)	8.28 DU/AC	8-15 DU/AC
M	TOWNHOMES	25.3	210	210 (±10%)	8.30 DU/AC	8-15 DU/AC
B	APARTMENTS	15.8	150	150 (±10%)	9.49 DU/AC	8-15 DU/AC
TOTAL	MULTI-FAMILY	60.91	524	374 (±10%)	8.69 DU/AC	8-15 DU/AC
BUSINESS PARK	BUSINESS PARK	75 +/-				
CEMETERY EXPANSION	CEMETERY EXPANSION	10 +/-				
RECREATION EXPANSION	RECREATION EXPANSION	10.5 +/-				
PARK	PARK	18 +/-				
AFFORDABLE UNITS	AFFORDABLE UNITS	7.5				



	DESIGNED	QUENTIN CHALMERS, PE
	DRAWN	QUENTIN CHALMERS, PE
	APPROVED	HOLLIE HEARVIN, PE
	PROJECT MANAGER	HOLLIE HEARVIN, PE
MASTER PLAT SITE PLAN BULLFROG MASTER PLAT BULLFROG FLATS, LLC 16300 REDMOND WAY, SUITE 120 REDMOND, WA 98052		
PLOT DATE: SEE STAMP DATE SHEET 4 OF 15 PROJECT NUMBER 24019	DATE: 11/15/24 REVISIONS PER CITY COMMENTS: 7	CIVIL ENGINEERING LANDSCAPE ARCHITECTURE PLANNING SURVEYING CORE DESIGN 12100 NE 195th St, Suite 300, Bothell, Washington 98011, 425.885.7877

11/15/2024 2:56 PM v. 1.0204 124019 ENGINEERING PRELIMINARY EXHIBITS PRELIMINARY MASTER PLAT SITE PLAN MASTER PLAT SITE PLANNING

Appendix D: Development Agreement Conditions

Table providing compliance information for the Conditions listed in Attachment B of the Development Agreement, as approved on October 8, 2002.

BULLFROG - MASTER SITE PLAN

EXISTING CONDITIONS OF APPROVAL

Note: The RIDGE Settlement Agreement has been terminated and is no longer in force. Therefore, all references to the RIDGE Settlement Agreement are no longer applicable.

NO.	CONDITION	PROJECT COMPLIANCE
1	<p>Land uses shall be the types, densities and amounts (or within the ranges) as shown on the Approved Master Site Plan (Attachment 1) and the following Land Use Summary Table. The maximum number of residential units shall not exceed 1334 plus the 50 Affordable Housing units described in Condition 19, although the number of residential units within each parcel may vary within the ranges indicated. Single family development on Parcels P-1, P-2, P-3, P-4, S-1 and S-2 shall have a total minimum average density of 4 dwelling units per net acre. The average density for multifamily residential development in Parcels B, J, and M shall be a minimum of 8 dwelling units per net acre. While the number of residential units and commercial square footage may vary within the range indicated, the residential minimum densities shall be maintained for the project as a whole and the overall master planned development shall maintain approximately a 60 percent to 40 percent split between single family and multifamily residential development as a means of protecting the overall mix of uses proposed in this development. The total number of single family or multi-family units may vary plus or minus 10 percent from the numbers shown in the Land Use Summary Table, provided the total number of residential units shall not exceed the maximum as specified in this Condition.</p> <p>Single Family Residential: 164 acres – 810 units Multi-Family Residential: 56 acres – 524 units Subtotal: 228.5 acres (20.8%) – 1334 units + 50 affordable units</p> <p>Non-Residential Uses: Neighborhood Clubhouse & Lake: 18 acres Recreation Expansion: 10.5 acres Subtotal: 28.5 acres (2.6%)</p> <p>Other Uses: Community Recreation Center: 12 acres School Expansion: 35 acres</p>	<p>The proposed development will adhere to the acreage and unit counts within the Land Use Summary Table as closely as possible, with exactly 810 single family residential dwellings and 524 multi-family dwellings.</p> <p>Unit counts within each phase will also closely match those referenced on the Approved Master Site Plan.</p>

NO.	CONDITION	PROJECT COMPLIANCE
	Cemetery Expansion: 10 acres Business Park: 75 acres – 950,000 SF Water Treatment Plant: 12 acres Reserve: 175 acres Subtotal: 319 acres (29%) Open Space: Undeveloped Open Space: 246 acres Buffers / Steep Slope Areas 172 acres Powerline ROW: 37 acres Residential Buffers: 69 acres Subtotal: 524 acres (47.6%) Total: 1,100 acres (100%) – 1,334 units + 50 affordable units	
2	Location of uses shall generally be as shown on Attachment 1, provided that the application can propose some adjustment to the exact boundaries with the Master Plat application as defined in the Development Agreement and provided further that modifications may be reviewed and processed consistent with the requirements of the Development Agreement for major and minor modifications.	The locations of each use and phase boundaries are proposed to match as closely as possible to those shown within the Approved Master Site Plan and Development Agreement while maintaining the required densities, unit counts, lot sizes, and utilities.
3	Except as expressly provided for in the approved Development Standards for the Cle Elum UGA Trendwest Master Site Plan dated May 2002, attached to these Conditions of Approval as Attachment 2, the UGA development shall be subject to all other requirements of CEMC Titles 15, 16, 17 and 18 in effect on the date of approval of the Development Agreement, as provided in Section 1.2 of the Development Agreement.	The proposed development adheres to the standards provided in Attachment 2 as well as any other requirements of the CEMC titles referenced.
4	The Development Standards in Attachment 2 shall govern all aspects of development in the UGA addressed in those standards.	The proposed development adheres to the standards provided in Attachment 2.
5	With regard to the business park, at the time of road design, Developer shall identify the proposed access points into the business park. At that time, Developer shall also change the continuous left turn lane shown on standard	This condition is related to the business park and will be addressed when the business park is developed.

NO.	CONDITION	PROJECT COMPLIANCE
	detail R-8 to a median strip with left turn pockets at the identified access points to the business park, or an alternative design approved by the City.	The spine road will be constructed such that access points can be added as needed later.
6	Developer shall provide an internal buffer between residential and business park parcels sufficient to provide a 75 percent screen after 5 years of growth, including supplemental vegetation, if needed, to accomplish the screening.	A buffer is provided between Phase S-2 and the business park area which includes a 40 ft wide trail right-of-way and landscaping.
7	With regard to public uses included in the Master Site Plan (the school expansion, the water treatment plant, and the community center), use limitations will be in accordance with Condition 1, above. The maximum lot coverage for those uses shall be 35 percent (buildings and structures). A minimum of 20 percent of the sites of those uses shall be landscaped. Structures on the sites of those uses shall be set back 10 feet from property lines generally, 50 feet from property lines abutting SR 903, and 100 feet from property lines along Bullfrog Road. Structures in those use areas shall be limited to 35 feet in height.	The land set aside in the Master Site Plan for public uses have been transferred to public agencies.
8	Developer shall retain responsibility for water quality and noxious weed management in proposed lake.	If applicable, this requirement will be included in CC&Rs to be provided as part of the final plat containing the proposed lake.
9	Developer shall submit the proposed CC&R's to the City Attorney at least 60 days prior to such recording, to review for the purpose of ensuring consistency between the proposed CC&R's and these Conditions of Approval and to review for matters that may affect public ownership or public interests. The CC&R's shall not be recorded until they have been reviewed by the City Attorney, which review shall be completed within 30 days of submittal. Any objections based on inconsistency with these Conditions of Approval or any conflict with public ownership or public interest on the site shall be resolved pursuant to the Mediation and Arbitration Agreement dated December 7, 1999, a copy of which is attached as Attachment 3.	CC&Rs will be provided to City staff and the City attorney as part of an applicable final plat review package.
10	Bonding. The Development Standards, Attachment 2, address the options and requirements for bonding final plat improvements.	This option will be considered as part of the approval process.
11	The Site and Design Review process described in CEMC 17.76 shall be used to assess compliance of individual development proposals that are subject to Site and Design Review with the terms and Conditions of this Master Site Plan Approval.	Acknowledged.
PHASING		
12	The UGA may be developed in phases, provided:	Phases are proposed as part of the buildout of this project.

NO.	CONDITION	PROJECT COMPLIANCE
12A	Each phase shall have all infrastructure and other on-site and/or off-site mitigation in place at the time of certificate of occupancy or final inspection if the use does not require a certificate of occupancy (or earlier) sufficient to provide access, utilities and public facilities and services consistent with the LOS standards identified in these Conditions.	All necessary infrastructure will be in place prior to issuance of certificate of occupancy or final inspections.
12B	Phased infrastructure shall be designed and constructed to meet City engineering requirements for dead end streets and looped water lines.	All City requirements will be met with the proposed design.
12C	No final plats except for the Master Plat, as defined in Section S of the Development Agreement, shall be approved without Department of Ecology water rights transfer decisions, and no building permits shall be granted without proof of water availability consistent with the requirements of RCW 19.27.097. While Developer may elect to transfer its water rights to the City in phases, consistent with UGA demand during buildout, no amount of residential or business park construction shall be authorized by this Master Site Plan Approval for which Developer has not obtained sufficient water rights transfer approvals from the Department of Ecology and the Kittitas County Conservancy Board. If Developer does not transfer water rights to the City sufficient to handle the expected water use for the entire development approved by these Conditions at the time of final Master Plat Approval, then the City may, at its option, impose reasonable additional phasing conditions on the final Master Plat Approval that the City can demonstrate are appropriate to ensure logical progression of the UGA development based on projected costs to maintain public infrastructure over the long term, should the UGA development not be completed.	Acknowledged. Water right transfer decisions will be completed prior to final plat approval.
12D	Any mitigation measures identified as necessary in the monitoring required by these Conditions of Approval shall be the responsibility of Trendwest, as the master developer, unless the City has adequate assurances that any such additional mitigation is attributed to and can be adequately provided by an individual future plat for a future phase or subphase, or as provided in the Transfers of Obligation section of the Development Agreement.	Acknowledged.
12E	The Business Park may be developed in phases, provided a minimum of 37.5 acres shall be identified in the first phase and an additional 37.5 acres shall be reserved for subsequent development unless or until Developer demonstrates there is insufficient market demand for this subsequent phase and obtains a modification pursuant to the Planned Mixed Use Ordinance.	Development of the business park land will be proposed in later phases.
12F	Each phase of development shall make provision for maintaining the average minimum residential densities, and each plat application shall include an overall density analysis that identifies the density of the proposed plat, a listing of the density and acreage of elements already platted or constructed and a discussion of the density requirements for future development that would be required to maintain the average minimum residential density.	Density calculation tables for each Phase have been provided as part of the plan set and narrative.

NO.	CONDITION	PROJECT COMPLIANCE												
RESIDENTIAL USES														
13	As shown on Attachment 1, residential uses shall be permitted in Parcels B, J, M, P-1 through P-4, S-1, and S-2.	Residential uses are proposed in these Phases.												
14	<p>Uses permitted in these parcels shall be all of those uses permitted in the zones indicated in the following table, with the exceptions noted:</p> <table border="1" data-bbox="184 410 1476 1198"> <thead> <tr> <th data-bbox="184 410 315 505">Parcel</th> <th data-bbox="315 410 842 505">Permitted Uses</th> <th data-bbox="842 410 1262 505">Conditional Uses (Requires CUP pursuant to CEMC 17.80)</th> <th data-bbox="1262 410 1476 505">Code References</th> </tr> </thead> <tbody> <tr> <td data-bbox="184 505 315 948"> P-1 P-2 P-3 P-4 S-1 S-2 </td> <td data-bbox="315 505 842 948"> <ul style="list-style-type: none"> • Single-Family Dwelling • Accessory Buildings • Accessory Dwelling Units • Adult Family Home & Group Home • Home Occupation • Family Day Care <p><i>All as defined by CEMC 17.08 & as permitted by CEMC 17.16.010.</i></p> <ul style="list-style-type: none"> • Parks and Playgrounds <p><i>Subject to Site & Design review as permitted in CEMC 17.16.020.</i></p> </td> <td data-bbox="842 505 1262 948"> <ul style="list-style-type: none"> • Bed and Breakfast • Guesthouse <p><i>When accessory to the permanent residence of the operator, as permitted by CEMC 17.16.030</i></p> </td> <td data-bbox="1262 505 1476 948">CEMC 17.16</td> </tr> <tr> <td data-bbox="184 948 315 1198"> B J M </td> <td data-bbox="315 948 842 1198"> <ul style="list-style-type: none"> • Multiple Unit Dwellings • Townhouses • Parks and Playgrounds • Accessory buildings <p><i>As defined by CEMC 17.08 and permitted by CEMC 17.20.010</i></p> </td> <td data-bbox="842 948 1262 1198">None</td> <td data-bbox="1262 948 1476 1198">CEMC 17.20</td> </tr> </tbody> </table>	Parcel	Permitted Uses	Conditional Uses (Requires CUP pursuant to CEMC 17.80)	Code References	P-1 P-2 P-3 P-4 S-1 S-2	<ul style="list-style-type: none"> • Single-Family Dwelling • Accessory Buildings • Accessory Dwelling Units • Adult Family Home & Group Home • Home Occupation • Family Day Care <p><i>All as defined by CEMC 17.08 & as permitted by CEMC 17.16.010.</i></p> <ul style="list-style-type: none"> • Parks and Playgrounds <p><i>Subject to Site & Design review as permitted in CEMC 17.16.020.</i></p>	<ul style="list-style-type: none"> • Bed and Breakfast • Guesthouse <p><i>When accessory to the permanent residence of the operator, as permitted by CEMC 17.16.030</i></p>	CEMC 17.16	B J M	<ul style="list-style-type: none"> • Multiple Unit Dwellings • Townhouses • Parks and Playgrounds • Accessory buildings <p><i>As defined by CEMC 17.08 and permitted by CEMC 17.20.010</i></p>	None	CEMC 17.20	<p>Phases P-1 through P-4 propose single family dwellings. Phase B proposes multiple unit apartment dwellings. Phases J and M propose townhouses.</p> <p>Each of these uses is allowed outright.</p>
Parcel	Permitted Uses	Conditional Uses (Requires CUP pursuant to CEMC 17.80)	Code References											
P-1 P-2 P-3 P-4 S-1 S-2	<ul style="list-style-type: none"> • Single-Family Dwelling • Accessory Buildings • Accessory Dwelling Units • Adult Family Home & Group Home • Home Occupation • Family Day Care <p><i>All as defined by CEMC 17.08 & as permitted by CEMC 17.16.010.</i></p> <ul style="list-style-type: none"> • Parks and Playgrounds <p><i>Subject to Site & Design review as permitted in CEMC 17.16.020.</i></p>	<ul style="list-style-type: none"> • Bed and Breakfast • Guesthouse <p><i>When accessory to the permanent residence of the operator, as permitted by CEMC 17.16.030</i></p>	CEMC 17.16											
B J M	<ul style="list-style-type: none"> • Multiple Unit Dwellings • Townhouses • Parks and Playgrounds • Accessory buildings <p><i>As defined by CEMC 17.08 and permitted by CEMC 17.20.010</i></p>	None	CEMC 17.20											
15	<p>Lot and other development standards for the individual residential uses are specified in Attachment 2. If a specific standard is not listed in that attachment, the standards of Chapter 17.16 Residential District shall apply to single family development in Parcels P-1, P-2, P-3, P-4, S-1 and S-2, and the standards of Chapter 17.20 Multi-family District shall apply to development on Parcels B, J and M. In addition, if not otherwise specified in Attachment 2, the relevant standards of Chapter 17.04 General Provisions, 17.56 Off street parking and loading, 17.64 Landscaping, and 17.76 Site and design review shall apply.</p>	<p>All proposed residential development adheres to the development standards within Attachment 2.</p>												

NO.	CONDITION	PROJECT COMPLIANCE
16	<p>In general, all streets and alleys in [Bullfrog Flats] shall be public. No gates, walls or other access restrictions on these public streets and alleys shall be permitted, provided that this does not prohibit the construction of a complex of residential units on a single legal lot, such as an apartment complex, with private drives, parking, circulation, rec facilities or another amenities available only to the residents of that particular residential development and provided that the City may approve some private streets or access restrictions it deems appropriate for senior residential housing that do not interfere with the overall subarea plan objective to create single, integrated community, provided, however, private drives, parking, circulation, recreational facilities or other amenities available only to the residences of a recreational complex are allowed.</p> <p>Emergency services and certain City services employees shall be provided with access to the gates or security devised through uniform key pad access, lock box...to allow rapid access through the devise.</p>	<p>All streets and alleys within the development are proposed to be public. Parking lot access roads serving the apartment buildings within Phase B will be private.</p>
BUSINESS/OFFICE PARK USES		
17	<p>As shown on Attachment 1, commercial and light industrial uses shall be permitted in the area identified as Business Park Commercial and light industrial uses shall be limited to a maximum of 950,000 gross square feet on approximately 75 acres, and shall be limited to the uses permitted in CEMC 17.34 BP zone and CEMC 17.36 I zone, provided that the uses listed in CEMC 17.45.050 (B) and (C) shall not be permitted. A maximum of 100 temporary RV sites shall be permitted in a portion of the Business Park parcel, subject to the requirements in Condition 23.</p>	<p>Development of the business park land will be proposed in future phases, which will be required to meet this condition.</p>
18	<p>Development standards for the individual business park uses are specified in Attachment 2. If a specific standard is not listed in Attachment 2, the standards of Chapter 17.34 Business Park District shall apply. Building design shall be subject to the provisions of the design standards established in Attachment 2 for the Business Park area</p>	<p>Development of the business park land will be proposed in further phases, which will be required to meet this condition.</p>
AFFORDABLE HOUSING MITIGATION		
19	<p>Developer shall convey to the City of Cle Elum or other public or non-profit entity approved by the City, 7.5 useable acres to develop a minimum of 50 for sale and/or for rent units of housing that are affordable to households earning less than 60 percent of the median income for Kittitas County. These 50 housing units shall not count towards the 1334-unit cap in the UGA approval.</p>	<p>This project sets aside 7.5 acres in Phase A for future development as affordable housing.</p>
19A	<p>Acreage shall all be useable for housing construction (not steep slopes, wetlands, etc.) and City shall approve the feasibility of the location for constructing the min number of unit before this Condition is deemed satisfied.</p>	<p>This land is generally flat and usable for housing construction.</p>
19B	<p>Preferably the total 7.5 acres should be in more than a single parcel to help disperse the affordable housing units.</p>	<p>All 7.5 acres are in one parcel to make conveyance and construction easier for future development.</p>
19C	<p>Developer responsible for construction of access, water and sewer up to the parcel boundary(ies), as with every other parcel in the Master Plat.</p>	<p>The Developer of affordable housing shall comply with this requirement.</p>

NO.	CONDITION	PROJECT COMPLIANCE
19D	If the property is conveyed to the City, the City will issue an RFQ/RFP for potential owner/developers of the affordable housing, soliciting proposals from entities such as the Kittitas County Action Council, Habitat for Humanity, Northwest Housing and others. Trendwest at its option, can participate in the selection process.	Future ownership has yet to be determined.
19E	The parcel or parcels shall be identified and conveyed to the City or the other housing entity prior to final plat approval for the final plat that includes the 250 residential housing unit.	Acknowledged.
19F	Other than the access, water and sewer obligations noted above, Developer shall not be responsible for delivery of water rights or payment of any other mitigation measures for these low income housing units, including, but not limited to, utility connection charges, traffic mitigation, school mitigation fees, parks fees, etc.	Acknowledged.
20	A minimum of 150 residential dwelling units in the UGA, not including the 50 units that are the subject of Condition 19, shall remain rental units and a covenant shall be recorded on the property to ensure this Condition for 20 years.	All 150 apartment units within Phase B will be rental units.
21	Developer shall periodically monitor and report to the City and the County the existing supply of affordable housing in Upper Kittitas County and shall use reasonable best efforts consistent with the following to help ensure a continuous supply of housing in the area that is priced affordable to those earning the wages paid at the <u>MountainStar</u> Resort.	Acknowledged.
21A	In conjunction with County requirements for the MPR approval, Developer shall annually inventory the available housing, the rents and sales prices in Upper Kittitas County and compare that supply, those rents and sales prices with the rents and sales prices that are deemed affordable to families or individuals earning the wage levels being paid at the MountainStar Resort, using HUD guidelines for affordability for a period of 10 years from the date of the Master Site Plan Approval.	Acknowledged.
21B	If the annual inventory described in Condition 21A reflects a deficit in housing supply or price necessary to house MountainStar Resort employees, Developer shall participate in reasonable advocacy efforts at the State and local levels to attempt to secure funding or other programs to support and subsidize affordable housing in the Upper County area	Acknowledged.
21C	Developer shall encourage its contractors and employees to participate in volunteer activities that support affordable housing programs such as sweat equity housing programs.	Acknowledged.
21D	Developer may include UGA housing product of a size and quality of finish similar to existing housing stock in Cle Elum, South Cle Elum and Roslyn, to help ensure market pricing comparable to existing housing stock.	Acknowledged.
22	Developer shall actively recruit and hire from and contract with the existing local labor pool to minimize in-migration employment and associated housing impacts. Developer shall support and participate in the school training programs described in the RIDGE Settlement Agreement to further promote local hiring of existing residents.	Acknowledged.
23	Temporary Recreational Vehicle park.	No temporary RV park is proposed.
23A	Trendwest may construct a maximum of 100 Recreational Vehicle sites in the Business Park Parcel to house temporary construction workers from the MPR and UGA, provided that these sites shall be connected to public water and sewer consistent with health department requirements, and shall have all-weather access and pads. The RV park may not be located in any portion of the required open space or buffers, and shall be designed with a minimum 75 percent visual screen from views from SR 903, the existing and proposed cemetery, and the adjacent residential area in Parcel B 5	No temporary RV park is proposed.

NO.	CONDITION	PROJECT COMPLIANCE
	years after planting. Additional development standards for this temporary RV park are contained in Attachment 2. The precise location of this facility shall be reviewed and approved by the City as part of the subsequent development permits pursuant to the procedures for Site and Design Review in CEMC 17.76.	
23B	This temporary RV park use shall be removed after 10 years, unless it is subsequently reviewed and approved for permanent use as part of a future Master Site Plan Amendment, pursuant to the requirements of the Planned Mixed Use Ordinance.	No temporary RV park is proposed.
23C	The number of RV sites constructed will count against the 1334 maximum residential unit count until the sites are removed and replaced with permanent residential units elsewhere in the UGA, or unless the RV park is later permitted as part of fully reviewed and approved Master Site Plan Amendment.	No temporary RV park is proposed.
23D	Prior to construction, Developer shall submit to the City for review and approval a set of RV park management standards that addresses ongoing maintenance and operations obligations.	No temporary RV park is proposed.
HORSE PARK RESERVE PARCEL		
24	The Reserve Parcel as shown on Attachment 1 is hereby identified as a "potential" site for construction of a Washington State Horse Park equestrian events facility. However, nothing in this approval shall constitute final approval to construct and operate the facility at this location unless and until a complete application is filed for such facility on this parcel, until the City has completed additional environmental Review pursuant to SEPA for such application, and until all impacts from such use have been adequately identified and mitigated.	This condition has been completed and the development is no longer subject to this condition.
25	Unless and until the Parcel is approved for construction of the Washington State • Horse Park Equestrian facility, the parcel shall remain in open space and shall not be developed for any other use, other than trails or stormwater facilities such as water quality treatment and detention/infiltration ponds consistent with Conditions 49-58, without first requiring an amendment to the PMU approval, pursuant to the procedures required by CEMC 17.45. Until that time, this area should be made available for public use, with reasonable use restrictions or limitations necessary to protect public health, safety or the environment, and shall be managed for such by Developer.	This condition has been completed and the development is no longer subject to this condition.
Buffer and Open Space		
26	The Cle Elum River Corridor, shown on Attachment 1 shall be set aside in a combination of permanent Natural Open Space and Managed Open Space, consistent with the requirements, use limitations and management requirements described in the Cooperative. Agreement between Trendwest, the Yakama Nation and the Washington Department of Fish and Wildlife (WDFW) dated December 4, 2000, ("Cooperative Agreement"), and the additional requirements found in the Settlement Agreement between Trendwest and RIDGE, dated September 22, 2001 ("RIDGE Settlement Agreement").	The Cle Elum River Corridor has been set aside as Open Space and use and management are governed by the Cooperative Agreement.
26A	Natural Open Space shall be that area located within the Cle Elum River geomorphic floodplain of the UGA. Motorized vehicles, building structures, vegetative disturbances, domestic animal use, and human use will be subject to appropriate prohibitions and limitations as identified in the RIDGE Settlement Agreement and the Cooperative Agreement. The additional Cle Elum River Corridor Open Space shown on Attachment 1 that is located outside of and adjacent to, the geomorphic floodplain shall be considered Managed Open Space and may be more intensely managed or changed by selective logging, thinning or vegetation removal to establish better habitat conditions conducive to selected species and to establish more useable area for recreational purposes. Though no residential development will occur in this open	Acknowledged.

NO.	CONDITION	PROJECT COMPLIANCE
	space, limitations on structures, motorized vehicles, domestic animal use, and human use will be less restrictive than in the Natural Open Space, consistent with the requirements of the RIDGE Settlement Agreement.	
26B	While the City is not a party to the Cooperative Agreement and the RIDGE Settlement Agreement, by this Condition the City shall be given the opportunity to review and comment on all of the implementation measures in those agreements that affect the Cle Elum River corridor within the UGA or affect land uses within the UGA, and any changes from the requirements of those agreements that are proposed by the parties to those agreements that affect the Cle Elum River corridor within the UGA or affect land uses within the UGA shall not be applied if inconsistent with these Conditions of Approval unless and until the City specifically approves such changes.	Acknowledged.
27	I-90 Buffer requirement	
27A	The project shall provide a minimum of a 150-foot buffer adjacent to and outside of the existing I-90 right-of-way. Developer agrees to place this buffer in a separate tract to qualify for open space tax classification pursuant to State law as part of the preliminary plat approval(s) for the Master Plat that includes the parcels adjacent to I-90. The required buffer shall contain sufficient vegetation to accomplish an approximately 75 percent visual screen of uses from views from I-90 within 5 years after planting. Additional vegetation may be required to meet this standard. Developer or the homeowners association for the UGA shall own and be responsible for any maintenance of these required buffers.	Land has been set aside along I-90 to meet this requirement, shown as Parcel 5 of the ALTA. Additional portions along the eastern and western portions will be provided in a separate tract, with the development of that parcel.
27B	As a condition of final plat approval for the parcel(s) that includes this buffer, the owner shall record a conservation easement over this required buffer area, consistent with the requirements of this Condition. The conservation easement shall also provide for perpetual management for wildfire concerns, consistent with the requirements for perimeter buffer open space and the land stewardship plan prepared for perimeter buffer open spaces in the Cooperative Agreement and the requirements for perimeter buffer open space in the RIDGE Settlement Agreement. The language of the easement shall be reviewed and approved by the City prior to recording.	Acknowledged. This easement will be finalized as part of the approval process.
28	Bullfrog Road Buffer	
28A	The project shall include a minimum of 100-foot buffer outside of and adjacent to the existing Bullfrog Road Right-of-Way, provided that if additional right-of-way is required for the improvements to the Bullfrog Road/SR 903 intersection, the 100-foot buffer shall be measured after acquisition of any such additional right-of-way at that location. This buffer shall be designed to protect the existing generally wooded character of the Bullfrog Road entrance to the City, and enhanced plantings may be required in some areas to protect this character, provided that the buffer need not provide a total visual screen of the proposed UGA development from Bullfrog Road. Developer agrees to place this buffer in a separate tract, to qualify for open space tax classification pursuant to State law, as part of the preliminary plat approval(s) for the Master Plat that includes the parcel(s) adjacent to Bullfrog Road. Developer or the homeowners association for the UGA shall own and be responsible for any maintenance of these required buffers.	Buffer has been shown on the Master Plat Site Plan and will be provided in a separate tract upon development of the parcel(s) that abut Bullfrog Road.
28B	As a condition of final plat approval for the parcel(s) that includes this buffer, the owner shall record a conservation easement over this required buffer area, consistent with the requirements of these Conditions. The conservation easement shall also provide for perpetual management for wildfire	Acknowledged. This easement will be finalized as part of the approval process.

NO.	CONDITION	PROJECT COMPLIANCE
	concerns, consistent with the requirements for perimeter buffer open space and the land stewardship plan prepared for perimeter buffer open spaces in the Cooperative Agreement and the requirements for perimeter buffer open space in the RIDGE Settlement Agreement. The language of the easement shall be reviewed and approved by the City prior to recording.	
29	SR 903 Buffer	
29A	The project shall include a minimum of a 50-foot buffer outside of and adjacent to the existing SR 903 right-of-way, provided that if additional right-of-way is required for the improvements to the Bullfrog Road/SR 903 intersection, the 50-foot buffer shall be measured after acquisition of any such additional right-of-way at that location. This buffer shall be designed to protect the existing generally wooded character of the SR 903 entrance to the City, similar to that currently existing adjacent to the School District property. Enhanced plantings may be required in some areas to protect this character, provided that the buffer need not provide a total visual screen of the proposed UGA development from SR-903. Developer agrees to place this buffer in a separate tract to qualify for open space tax classification pursuant to State law, as part of the preliminary plat approval(s) for the Master Plat that includes the parcel(s) adjacent to SR 903. Developer or the homeowners association for the UGA shall own and be responsible for any maintenance of these required buffers.	This condition will be met as part of any future development of the Business Park parcels. Buffer has been shown on the Master Plat Site Plan and will be provided in a separate tract upon development of the parcel(s) that abut SR 903.
29B	As a condition of final plat approval for the parcel(s) that includes this buffer, the owner shall record a conservation easement over this required buffer area, consistent with the requirements of these Conditions. He conservation easement shall also provide for perpetual management for wildfire concerns, consistent with the requirements for perimeter buffer open space and the land stewardship plan prepared for perimeter buffer open spaces in the Cooperative Agreement and the requirements for perimeter buffer open space in the RIDGE Settlement Agreement. The language of the easement shall be reviewed and approved by the City prior to recording.	This condition will be met as part of any future development of the Business Park parcels.
30	All areas shown as open space on Attachment 1 shall be subject to the use limitations and management requirements of the Cooperative Agreement and the RIDGE Settlement Agreement.	Acknowledged.
31	Internal buffers between land uses, other than the buffers addressed in Conditions 26-30, have been addressed in Condition 6.	Acknowledged.
BULLFROG/1-90 INTERCHANGE		
32	The portion of the property located in the NE quadrant of the Bullfrog Road/1-90 interchange shall be kept in undeveloped open space uses consistent with the purposes identified for setting aside these open space areas in the RIDGE Settlement Agreement and the Cooperative Agreement. Developer may seek City approval pursuant to CEMC 17.76 for an interpretive center at this location, provided that additional environmental review of any such center shall first be required, and an interpretive center may only be permitted at this location if the proposed center will not interfere with the objective of this natural open space area as defined in Exhibit D of the RIDGE Settlement Agreement and Section C(3)(c)(2)(D) of the Cooperative Agreement; and the interpretive center is designed to avoid or mitigate any significant or material harm to or interference with salmon passage, spawning, or rearing in the Cle Elum River.	No development proposed in this area.

NO.	CONDITION	PROJECT COMPLIANCE
33	Developer shall further support reasonable efforts of the City of Cle Elum and the Town of South Cle Elum to restrict future commercial or industrial development of the other quadrants of this interchange.	Acknowledged.
RESTRICTION AND LIMITATION ON RETAIL USES WITHIN THE UGA		
34	The only retail uses that are permitted within the UGA are those small-scale retail uses that are sized and operate to serve the convenience needs of the UGA residents and business park employees. Such uses may include things like deli or other small predominately take-out food service, small convenience grocery or mini-market, dry cleaners, shoe repair, copier or mailing services and shall not include any freeway-oriented uses such as gas stations, hotels or motels. To ensure that the retail uses are sized and located to appropriately serve the site and not a broader clientele, the retail uses shall be limited to 10 percent of the total floor area within the business park at the time retail is being proposed and no individual retail use shall contain greater than 5,000 square feet of floor area devoted to display area, seating area or other portion of the facility that is open to the public and shall not be located with a primary orientation to SR 903 or Bullfrog Road.	Acknowledged. No retail proposed in initial phases.
SIGNAGE		
35	The placement of signs within the UGA shall be regulated by the sign code section of the Development Standards, Attachment 2. Placement of signs for the Business Park shall be as specified in the Business Park sections of the Attachment. Placement of signs in all other areas shall be those sign regulations specified for the Residential District.	Acknowledged.
36	Each entrance to the UGA may be permitted one monument type sign for the purposes of marking the entrance to the development. Signs shall be no greater than 6 feet in height and shall contain no more than 20 square feet of sign area devoted to text. Signs shall include a statement that the development is within the City of Cle Elum such as "Development Name – at Cle Elum". Signs may be lighted, provided the lighting is limited in intensity and mounted from the top of the sign down or otherwise meets the established lighting standards of Condition 37.	Acknowledged. At this time monument signage is unknown but if proposed, signage will follow the requirements of the condition.
LIGHTING		
37	All lighting for development within the UGA shall meet the E-1 requirements of the Dark Skies Association Handbook's E-1 criteria, as further defined in Attachment 2. Roadway lighting shall meet the requirements of the Illuminating Engineering Society and Washington State Department of Transportation Lighting Criteria, also as further defined in Attachment 2.	Acknowledged.
PARKS AND TRAILS		
38	As shown on the Master Site Plan, Developer shall dedicate approximately 12 acres for a community park facility on or before 5 years after the date of Master Site Plan Approval as follows:	This condition has been completed and the development is no longer subject to this condition.
38A	The acreage shall be deeded to an Upper Kittitas County Community Center Non-Profit organization formed for the purpose of constructing, owning and operating a Community Center. The deed shall include a condition subsequent that provides for conveyance of the land to the City if within 5 years after the date of the Master Site Plan Approval, the Community Center organization has not obtained commitments for all necessary funding to construct and	This condition has been completed and the development is no longer subject to this condition.

NO.	CONDITION	PROJECT COMPLIANCE
	operate at a minimum the community center recreational facilities identified in Condition 38C. The language of the deed and, in particular, the Condition subsequent, shall be reviewed and approved by the City Attorney prior to conveyance.	
38B	The Non-Profit Community Center organization shall be responsible for fundraising, construction, and operation of the Community Center and associated recreational facilities, provided that the facilities shall be made available to all residents of the City of Cle Elum, the City of Roslyn, the Town of South Cle Elum and residents of Upper Kittitas County. Developer agrees to support efforts to establish a permanent funding source for ongoing operations, but is not required to provide such funding.	Acknowledged.
38C	<p>In the event the Non-Profit Community Center Organization is unable to raise sufficient funds to commence construction of, at a minimum, the recreational facilities listed in this Condition within 5 years after the date of this Master Site Plan Approval, and pursuant to Condition 38A above, the property is conveyed to the City, then Developer shall be required to make the following recreational facility contributions to the City:</p> <ul style="list-style-type: none"> i. Two Little League baseball/softball fields. ii. Two soccer fields, which may be joint use fields with the school district if, pursuant to the school district mitigation agreement, Developer has donated the additional 5 acres to the district for soccer fields, if the district has obtained funding to construct the 2 soccer fields and if the district has executed an agreement with terms acceptable to the City to allow residents to use the soccer fields at those times when they are not being used for district-sponsored games. iii. 1 multi-purpose court. iv. 1 restroom. v. Parking for a minimum of 30 cars. vi. The City and Developer may agree to revise or "trade" one or more of the recreational facilities listed in Conditions 38C(i)-(v) above, for other recreational facilities not listed, provided any such revision or trade shall be reviewed and approved by the Cle Elum City Council. vii. Developer shall contribute half of the funds necessary to construct these facilities at the time the land is conveyed to the City and the other half of the funds prior to final plat approval for the 1,000th residential unit (counting both single family and multifamily units). viii. The City shall review and approve the development and construction standards for these recreational facilities, consistent with other recent construction in other jurisdictions of comparable population. 	This condition has been completed and the development is no longer subject to this condition.
39	Developer shall further construct and dedicate to the City pocket/mini parks with a size range of .25-to-.5-acre each that meet a total standard of 0.5 acres per 1,000 population in the UGA. Based on an estimated population of 3,120 from the approved 1,334 units on the Developer's property in the UGA, Developer shall dedicate a minimum of 1.56 acres for mini-parks. These parks shall be located in the residential development parcels at the time of preliminary plat approval for the particular parcel shall be landscaped and developed consistent with the standards in Attachment 2 and shall include tot-lot play equipment and benches. No parking or restroom facilities are required.	Pocket parks are proposed throughout the development and total roughly 7.5 acres. Each phase has at least one of these pocket parks.

NO.	CONDITION	PROJECT COMPLIANCE
		Only one park meets the 0.25-0.5 ac size. The remainder exceed this standard.
40	The proposed neighborhood park and center shown on the master site plan shall include, at a minimum, the following areas and facilities that are open and available to the general public:	A large public park is proposed near the center of the development, matching that on the master site plan concept
40A	6-10 parking spaces, which may be located on street if the Road Standards for the street adjacent to this park can accommodate parking.	A dedicated parking area is proposed within this park providing at least 6 stalls.
40B	A public trail adjacent to the lake.	A loop trail is proposed within this park open space.
40C	A minimum of 1 acre of grassy area for sitting, picnics, and passive recreation adjacent to the lake that shall be conveyed to the City as a City mini-park.	This 1 acre grassy area is included on the site plan.
40D	This neighborhood center park may include a private neighborhood community center funded and operated by Developer or the homeowners' association for the benefit of UGA residents only. The lake may be private, with all maintenance responsibility on Developer or the homeowner's association.	No neighborhood community center is proposed.
40E	The neighborhood park shall be designed so that the public areas, features, and access are integrated in the overall design so that it appears open and not isolated, private, or exclusive. The park design shall be reviewed and approved by the City pursuant to the procedures in CEMC 17.76.	The park has been designed to be publicly accessible, visible, and welcoming.
41	Developer shall support the City's efforts to obtain any necessary right-of-way or easement and to construct an off-site connection from the UGA property trails to the existing Coal Mines Trail, generally as indicated on the Master Site Plan. In addition, once the City has obtained the necessary right-of-way or easement, Developer shall pay the City the cost of materials to construct the trail connection, in an amount not to exceed \$25,000. The City shall be responsible for the equipment and labor to construct the connection.	Acknowledged. Connections to the larger City trail network are proposed.
42	Developer shall construct within the UGA property a combination of soft-surface and hard-surface trails or other pedestrian circulation such as sidewalks that will provide uninterrupted bicycle and pedestrian routes connecting the residential areas, the business park, the adjacent MPR site, the community center site, the school, and the City of Cle Elum, generally along the routes shown on Attachment 4 (Trail and Pedestrian Circulation Plan). Each preliminary plat approval shall include the trails and circulation routes that are shown within the particular parcel boundary. Where indicated, equestrian trails shall be separated from pedestrian and bicycle trails. As part of the first phase Master Plat Approval, Developer shall submit for City review and approval a trail construction phasing plan showing how the trail network will be constructed, consistent with proposed phasing of the individual parcel development.	A large mixed trail network is proposed throughout the development.

NO.	CONDITION	PROJECT COMPLIANCE
	The trail construction phasing plan shall provide for reasonable circulation throughout the site and for connection to existing, adjacent off-site links as part of the first phase of development and avoid construction of isolated, dead-end trail links during individual parcel development. Developer shall also demonstrate appropriate permission, if required, to use the power line right-of-way for trails, or shall provide an alternative alignment for this trail corridor.	
43	Trails shall be constructed consistent with the standards in Attachment 2. The right-of-way shall be either in the form of a dedication or easement granted to the City. Appropriate measures shall be taken to prevent trail erosion.	Trail corridors have been designed to meet the standards in Attachment 2.
44	All of the public parks and recreation facilities described in Conditions 38-43 above shall be owned and operated by either the City of Cle Elum and/or, in the case of the Community Center facility, by the Non-profit Community Center organization. The facilities shall be dedicated to the City upon completion of the construction, as a condition of the appropriate final plat approval. Each mini-park shall be constructed at the time the particular residential parcel in which it is located is developed.	Acknowledged.
FISH AND WILDLIFE		
45	Developer shall comply with all of the requirements for fish and wildlife mitigation contained in the Cooperative Agreement and the RIDGE Settlement Agreement that apply to the UGA property.	Acknowledged.
46	Cleared areas of the site that are going to be put into landscaping should be re-vegetated with native plants, especially trees and shrubs that provide cover, nesting, and forage habitat for birds and small mammals and, wherever reasonably feasible, plant material removed from the UGA site should be reused elsewhere within the UGA development. Re-vegetating disturbed soils with native species should occur immediately after construction and final grading to reduce soil erosion and colonization by non-native species. Snags, brush piles, and downed trees should generally be left in buffer and open space areas to provide wildlife habitat in these areas consistent with wildfire management concerns.	Acknowledged. The City will provide the applicant a list of species to used for revegetation.
47	In consultation with the MountainStar Conservation Trust, the City may enforce use and access restrictions consistent with the requirements in the Cooperative Agreement in designated areas, especially within the Cle Elum River open space, for such period and for such circumstances as determined reasonably necessary to minimize disturbance to fish and wildlife during mating and breeding seasons.	Acknowledged.
48	Developer shall comply with federal and state laws applicable to threatened or endangered species.	Acknowledged.
EARTH AND STORMWATER		
49	All construction and development activity within the UGA shall comply with the Washington Department of Ecology August 2001 Stormwater Management Manual for Western Washington or, after City review and acceptance, the final Stormwater Management Manual for Eastern Washington when published by the Washington Department of Ecology (collectively, the "DOE Manual"), as well as with the supplemental requirements contained in the Development Standards, Attachment 2.	Acknowledged. Compliance will be established during engineering review and approval.
50	Prior to, or as part of the approval, of the Master Plat as described in the Development Agreement, Developer shall obtain City approval of a Master Drainage Plan that conforms to the following:	Acknowledged. Compliance will be established during engineering review and approval.

NO.	CONDITION	PROJECT COMPLIANCE
50A	<p>The Master Drainage Plan shall meet the requirements for a stormwater site plan pursuant to the DOE Manual, including the requirements for a Permanent Stormwater Control Plan and a Construction Stormwater Pollution Prevention Plan; provided, that the Master Drainage Plan need not include the design of specific drainage facilities within implementing or subsidiary plats with the Master Plat; provided further that approval of a Construction Stormwater Pollution Prevention Plan for any implementing or subsidiary plat need not be obtained until the implementing or subsidiary plat is approved. As used herein, "implementing or subsidiary plat" means an area of the UGA that is proposed for future subdivision into individual lots and in which no construction will occur until approval of such a subdivision.</p>	<p>Acknowledged. Compliance will be established during engineering review and approval.</p>
50B	<p>Without limiting the requirements of the DOE Manual, the Master Drainage Plan submittal shall include the following:</p> <ul style="list-style-type: none"> i. The amount of impervious surface proposed within the UGA as a whole and broken down by individual development area and/or subsidiary plat; ii. The volume of runoff projected from the UGA as a whole and broken down by individual development area and/or subsidiary plat; iii. Conceptual explanation of how stormwater from the UGA as a whole and :from each individual development area and/or subsidiary plat will be handled; iv. Description of phasing of construction of drainage facilities within the UGA as compared with timing of construction of improvements both outside of and inside subsidiary plats; v. Designs for drainage facilities that will not be located within subsidiary plats; vi. Explanation showing that facilities referenced in Condition 50B(v) above will be adequately sized to accommodate the stormwater that they ultimately will need to accommodate; and <p>Explanation of proposed ownership of drainage facilities.</p>	<p>Acknowledged. Compliance will be established during engineering review and approval.</p>
50C	<p>Development within stormwater management zone A shall provide water quality treatment prior to infiltration, as described in Appendix A to the Final EIS.</p>	<p>Acknowledged. Compliance will be established during engineering review and approval.</p>
51	<p>Prior to approval of each implementing or subsidiary plat, Developer shall obtain City approval of the method of handling stormwater from the plat and the design of facilities within the plat to handle stormwater from the plat. Prior to approval of each implementing or subsidiary plat, Developer shall provide a stormwater site plan pursuant to the DOE Manual that addresses any requirements of the DOE Manual for a stormwater site plan for the development of the plat that were not addressed in the Master Drainage Plan.</p>	<p>Acknowledged. Compliance will be established during engineering review and approval.</p>
52	<p>Prior to construction, Developer shall submit for review and approval a temporary erosion and sedimentation control plan consistent with the previous Condition and the Development Standards, Attachment 2, and shall satisfy all Department of Ecology NPDES permit requirements. Clearing and Grading permit applications shall address limitations on the timing and exposure of soil to address erosion concerns, consistent with the Department of Ecology NPDES permit for construction storm water and the 2001 Storm Water Management Manual for Western</p>	<p>Acknowledged. Compliance will be established during engineering review and approval.</p>

NO.	CONDITION	PROJECT COMPLIANCE
	Washington. This information shall be reviewed and approved by the City prior to commencement of any clearing or grading activity that disturbs the soil.	
53	Monitoring the progress of the proposed stormwater program, as described in the Master Drainage Plan, and the performance of the installed runoff control measures shall be required.	Acknowledged. Compliance will be established during engineering review and approval.
53A	<p>The following information shall be submitted by the City and on an annual basis:</p> <ul style="list-style-type: none"> i. A sequence of development (proposed subsidiary plats) for the upcoming year, a description of the storm drainage facilities needed to serve that development, and how those storm drainage facilities comply with and meet the requirements of the Master Drainage Plan. ii. A description of the storm drainage facilities installed during the previous year, and how those storm drainage facilities comply with and meet the requirements of the Master Drainage Plan. iii. A description of any deviations from the Master Drainage Plan proposed in the upcoming year. iv. A listing of best management practices employed during the previous year for b9th construction and post-construction development activity. Include an assessment of the appropriateness of the implemented best management practices. <p>Maintenance activities performed during the preceding year on private stormwater treatment and runoff control facilities.</p>	Acknowledged.
53B	In addition to the monitoring information to be provided in 53(A) above, the City shall be allowed to monitor the use and effectiveness of construction and post-construction stormwater control best management practices through the City's building permit, plan review, and development approval processes. Deviations from the Master Drainage Plan, or ineffective best management practices, will be reported to the developer. Best management practices deemed by the City to be ineffective shall not be used in the future and the Master Drainage Plan shall be revised accordingly to address storm drainage issues related to the balance of the development.	Acknowledged.
54	Any storm water infiltration facilities shall be sited so as to not increase the potential for landslides in any steep slope or landslide hazard area, and the construction drawings submitted for such facilities shall include sufficient information to determine that this Condition can be met. Similarly, prior to commencing clearing or grading for the proposed lake, the owner shall submit sufficient information that demonstrates the proposed location of the lake will not jeopardize the stability of the ravine slopes adjacent to the lake.	Acknowledged. Compliance will be established engineering review and approval.
55	Unless the City determines reasonably necessary to complete road, trail and/or utility corridors, and then only if appropriate measures are taken to ensure slope stability, no vegetation shall be removed from slopes in excess of 25 percent. Hazard trees may be addressed by City ordinance, and Developer shall be required to comply with any hazard tree ordinance now in effect or adopted by the City in the future that is necessary to protect the public health, safety, and welfare. The Applicable Law and vesting provisions of the Development Agreement shall not bar adoption and application of a new hazard tree ordinance. Further, all clearing and grading shall be set back a minimum of 25 feet from the top of the slope, or a greater distance if the City Engineer determines a greater distance is necessary to protect slope stability. The City Engineer may permit clearing and grading to the top of	Site design limits soil disturbance and removal of trees on slopes greater than 25%, except as necessary for roads, utilities, or trails.

NO.	CONDITION	PROJECT COMPLIANCE
	slope if a geotechnical report demonstrates that such work will not adversely affect slope stability.	
56	Unless the City determines reasonably necessary to complete road, trail and/or utility corridors, and then only if appropriate measures are taken to ensure slope stability, no topsoil or debris shall be deposited on slopes in excess of 25 percent with a vertical height greater than 5 feet or within 25 feet of the top of the slope, as described in the previous Condition regarding clearing and grading limits.	Site design limits soil disturbance and removal of trees on slopes greater than 25%, except as necessary for roads, utilities, or trails.
57	All Public storm water facilities shall be conveyed to City upon conveyance of the other infrastructure improvements in the particular parcel, including a warranty and/or maintenance bond as described in the Development Standards, Attachment 2.	Acknowledged. Compliance will be established engineering review and approval.
58	No construction on the UGA property shall use gravel or other construction materials from the floodplain of the Cle Elum River.	Acknowledged.
AIR		
59	All construction shall follow DOE regulations for particulate emissions, including application of Best Available Control Technology, including, but not limited to, spraying disturbed areas with water when necessary to minimize dust, providing truck tire washing areas prior to exiting the construction site, and providing cover, wetting or adequate freeboard for all dump truck loads. Dust control shall be maintained after construction hours and on weekends and holidays. A designated contact person and phone number shall be provided to the City for after-hour dust control issues for each phase of the project. These and similar BACT Conditions shall be included on all construction permit approvals issued by the City or the County for construction within the UGA.	Acknowledged.
60	Wood-burning stoves are prohibited. Gas fireplaces and stoves are permitted.	Acknowledged.
61	Land-clearing debris shall be disposed of consistent with the priorities for such disposal established in the RIDGE Settlement Agreement and any applicable provisions of the Kittitas County Solid Waste Management Plan, including the Trendwest MPR and UGA amendment(s).	Acknowledged.
WATER SUPPLY		
62	Water Supply shall be provided for each phase or sub-phase of UGA development as described in Condition 12, above. While Developer may elect to transfer its water rights to the City in phases, consistent with UGA demand during buildout, no amount of UGA development shall be authorized by this Master Site Plan Approval for which Developer has not obtained sufficient water rights transfer approvals from the Department of Ecology and the Kittitas County Conservancy Board.	Acknowledged.
63	All development within the UGA shall include low-flow fixtures consistent with State building code requirements, limitations on landscaping and other water-conservation measures consistent with requirements in the City of Cle Elum's water comprehensive plan, as may be amended for the City as a whole in the future, and any additional requirements described in Attachment 2. The Applicable Law and vesting provisions of the Development Agreement shall not bar adoption and application of new water conservation measures for the City as a whole.	Acknowledged.
64	Developer shall pay its share of the costs to construct the water intakes, the treatment facility and the transmission lines, and reservoirs as provided for in the Water Supply System Project Development Agreement dated June 19,	Acknowledged.

NO.	CONDITION	PROJECT COMPLIANCE
	2001.	
65	Consistent with the requirements of the Agreement Regarding Water Supply for the Bullfrog Flats UGA dated June 19, 2001, Developer shall transfer water rights to the City of Cle Elum sufficient to provide the required service and mitigation for all residential uses within the UGA, with the exception of the low-income housing units described in Condition 19, above. The City shall be responsible to provide (or ensure from others) sufficient water supply for the school expansion, the community center, the business park, the cemetery, and the low income housing units described in Condition 19.	Acknowledged.
66	Drought year mitigation shall be as provided in the Water Supply Agreement.	Acknowledged.
67	Developer shall otherwise comply with all of the requirements imposed by the Department of Ecology and the Kittitas County Water Conservancy Board in its decision regarding water rights transfers, and failure to comply with any of those requirements may be cause for the City to deny one or more phases of UGA development approvals, unless and until such requirements have been met.	Acknowledged.
68	Developer, or the Parcel Developers, or an individual building permit applicant, as applicable, shall be responsible for all fees and hookup charges described in the Water Supply System Project Development Agreement dated June 19, 2001, and the Development Agreements and Supply Agreements relating to interim and regional sewer facilities.	Acknowledged.
69	Developer shall specify the size and overflow elevation of the zone 3 reservoir at the time of submittal of the Master Plat application. The City shall review and approve or revise the proposed size and overflow location of the zone 3 reservoir at the time of approval of the Master Plat.	The zone 3 reservoir for the Bullfrog UGA has already been constructed, connected to the Treatment Plant, and placed in service.
70	Distribution of system sizing and operating pressures for the final water system layout shall be determined prior to design and shall be reviewed and approved by the City of Cle Elum for compliance with applicable fire protection safety standards.	Acknowledged.
71	Developer shall revise application Figure B.7.2. to reflect that the Yakima River transmission line will be installed along the east edge of the Trendwest and City property to Ranger Station Road; the treated water mains exit the water filtration building on the west side; the upper UGA pressure zone is pressure zone 3, not 1.	The transmission line has been installed and this condition has been satisfied or is no longer relevant.
72	Developer shall revise application Figure B.7.1. to indicate a gravity sewer line from the water treatment plant.	This condition has been satisfied or is no longer relevant.
NOISE		

NO.	CONDITION	PROJECT COMPLIANCE
73	Construction hours within the UGA shall be limited to 7:00 AM to 7:00 PM, Monday through Saturday. Sunday construction shall be on an emergency basis only and shall be approved by the City. Equipment servicing and maintenance times will be unrestricted. The City may review and approve case-by-case exceptions to this Condition if justified to comply with DNR industrial restrictions.	Acknowledged.
74	All construction equipment shall have adequate mufflers, intake silencers, and engine closures to minimize construction equipment noise.	Acknowledged.
75	Any stationary equipment that generates noise shall be located away from sensitive receivers, including residential uses, the school property, the cemetery and open space areas.	Acknowledged.
76	Roof equipment in the business park may require noise baffling if necessary, to meet State noise standards. This Condition will be reviewed and any baffling requirements imposed as part of the building permit review for the business park buildings.	This condition will be met as part of any future development of the Business Park parcels.

CEMETERY

77	Developer shall set aside approximately 10 acres, as shown on the Conceptual Site Plan, for the City to acquire for cemetery expansion, at a fair market value using comparables and appraisals that are reasonable considering the proposed cemetery use, as distinguished from residential or business park use. The uses on this parcel shall be limited to cemetery uses. This land shall be reserved for City acquisition throughout the duration of the Development Agreement and these Conditions of Approval.	Acknowledged. Land shall be set aside for the City to purchase, if desired.
78	<p>That portion of the business park property adjacent to the existing City cemetery property shall provide a minimum 50-foot buffer on the business park parcel to buffer the existing cemetery from the business park activity. Developer shall supplement existing buffer plantings in this area with additional plant material where appropriate to accomplish a 75 percent screen of the business park development from the existing cemetery within 5 years after planting. This buffer shall be placed in a separate tract as part of the plat or binding site plan for this portion of the business park, and Developer shall record a conservation easement, or other appropriate plat restrictions, on this buffer area to ensure the buffer functions in perpetuity. This buffer area may not be included in any lots or required building setback requirements for this portion of the business park development.</p> <p>For that portion of the business park adjacent to the cemetery expansion area, the business park shall not be required to provide any buffer. The buffer shall instead be provided on the cemetery expansion parcel and shall be the responsibility of the City. The cemetery parcel appraisal described in Condition 77 should reflect this City buffer requirement.</p>	This condition will be met as part of any future development of the Business Park parcels.

SCHOOLS

79*	<p>Developer shall dedicate approximately 25-30 useable acres to the Cle Elum-Roslyn School District for the purposes of school expansion and associated uses, consistent with the requirements of the School District Mitigation Agreement. This parcel shall be limited to school uses.</p> <p>ALSO SEE CONDITION #99 FOR SCHOOL MITIGATION REQUIREMENTS</p>	This condition has been completed and the development is no longer subject to this condition.
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CULTURAL RESOURCES		
80	Developer shall not take any measures that encourage access or discovery of significant cultural resources sites within the Cle Elum River open space area or the Horse Park Reserve Tract. Only grading or construction activity consistent with the provisions of the Cooperative Agreement and the RIDGE Settlement Agreement shall be permitted in this open space area.	Acknowledged.
81	Consistent with City code requirements, the City will give the Yakama Nation notice and opportunity to comment on all proposed preliminary plats or binding site plans, or building or grading permits that can be issued without a plat or binding site plan on all lands within the cultural resource areas identified in the report titled A Land Use History of the Proposed MountainStar Resort: <i>The Results of a Cultural Resource Survey Along the Lower Cle Elum River</i> (Griffin & Churchill 1998) for the purposes of identifying any reasons to modify the proposal to protect known, significant cultural resources. If the Yakama Nation provides substantial evidence that the area proposed for grading and development is an area identified as a potential significant cultural resource area, then the City may require additional probing, assessment, and potential mitigation measures prior to issuing the construction or development approval.	Acknowledged.
82	Developer shall comply with all applicable requirements of RCW 27.44 and RCW 27.53 regarding cultural and historic resources, including involvement of the State Office for Historic Preservation, when appropriate, including but not limited to, the requirement to immediately stop construction and notify the City and the State Office of Historic Preservation if any artifacts are uncovered during construction. Developer shall hire an archaeologist to instruct contractors and subcontractors working on the site -on how to identify potential cultural resources during construction and what steps to take if potential resources are discovered.	Acknowledged.
TRANSPORTATION		
83	Developer shall be responsible for all costs associated with the construction of all on-site transportation facilities and all access points to the UGA property from Bullfrog Road, SR 903 and West First Street and Ranger Station Road and shall dedicate completed facilities to the City of Cle Elum upon final plat approval, or upon completion if the improvements are subject to the bonding provisions of Condition 10 and the Development Standards, Attachment 2. In case of the West First Street and Ranger Station Road connection, the City shall use such measures as are reasonably necessary to acquire any additional right-of-way needed for this access. To the maximum extent possible, each parcel preliminary plat shall identify those on-site improvements that are required for development of each parcel and those parcel improvement obligations shall be the responsibility of each parcel developer. Developer shall remain responsible for construction of those on-site transportation improvements that are necessary to provide access to the individual parcels. Attachment 2, Development Standards govern design and construction of the on-site vehicular and pedestrian transportation facilities. Additionally, the phasing and scheduling of individual plats will be conducted to ensure the development of a cohesive and integrated transportation network in order to prevent any transportation discontinuities. The extension of the arterial network onto Ranger Station Road will include a transitional design in recognition of their differing road cross sections.	Acknowledged.

84	As shown on Attachment 1, no direct access from the UGA property to I-90 shall be permitted. In addition, access to SR 903 and to Bullfrog Road shall be limited to 3 access points on Bullfrog Road and one access point on SR 903 in the approximate locations shown in Attachment 1. The precise locations of these access points shall be determined as part of the Master Plat Approval described in Section 5 of the Development Agreement, after consultation with Kittitas County Public Works and WSDOT to address any design issues related to their improvements and their rights of way.	Three access points to Bullfrog Road and one access point to SR 903 are proposed.
85	Developer or, if applicable, each parcel developer shall be obligated to pay its pro-rata share of the following off-site improvements at the approximate dates or increments of development indicated. The forecast traffic and transportation related items, as follows, are predicated on an assumed development build-out at 5 and 10-year periods. If the project development in whole or in part deviates from the forecast time schedules at 5 and 10 years, as demonstrated by the monitoring program described in Condition 92, then an alternative schedule for these improvements shall be developed based on actual, as opposed to forecast, build-out schedule. Further, if MPR development proceeds at a pace different than that assumed in the FEIS analysis, the monitoring program results shall serve as the basis to modify the timing or nature of off-site improvements that are triggered by the cumulative impacts of both the MPR and UGA development. For each traffic signal listed, construction shall only be required in the year indicated if signal warrants are met. Warrant analysis shall be based on summer weekday traffic volumes. If not met, the signal installation may be delayed until warrants are met and the monitoring program described in Condition 92 shall be the mechanism to identify when warrants are met. For each channelization improvement listed, the need for construction, extent of construction, and timing of construction shall be based on the monitoring program's analysis of the 5-year forecast of UGA development and the traffic volumes for the summer weekday PM peak hour. This analysis shall be consistent with accepted transportation planning and engineering practices. At the discretion of the City Engineer or Public Works Director, the City may require an assessment of monitoring results and forecasts based on the traffic model used to assess impacts in the UGA EIS, if reasonably determined necessary to further evaluate the 5-year trip generation and distribution forecasts contained in the monitoring program report.	Acknowledged. Portions of this condition have been previously completed as described below.
85A	Traffic Signal at First and South Cle Elum Way in year 5.	This has been completed.
85B	Traffic Signal at First and Oakes in year 10, or, if deemed more appropriate by the City at the intersection of First Street and the proposed new access road to Ranger Station Road.	This has been completed.
85C	Traffic Signal at SR 903 and Bullfrog Road in year 5.	This has been completed as a roundabout.
85D	Addition of northbound left turn and right turn lanes, eastbound right turn lanes, a westbound left turn lane and/or traffic signal at Second Street and South Cle Elum Way in year 10.	This has not been completed.
85E	Addition of a southbound left turn lane and/or eastbound and westbound left turn lanes at West First and Pine Street in year 10.	This has been completed.

85F	Kittitas County has imposed requirements for improvements and realignment of the SR 903/Bullfrog Road intersection on the first phase of construction of the MPR development. If at the time of the preliminary parcel plat within the UGA that contains the 250th residential lot or in excess of 250,000 square feet of business park development, these intersection improvements have not been constructed or, at a minimum, full funding has not been irrevocably committed, then Developer shall be required to pay its pro-rata share of these same intersection improvements as a condition of the applicable preliminary parcel plat on the UGA property and may further be subject to the limitations and options of the requirements for these improvements as described in Condition 89.	This has been completed as a roundabout.
85G	Relocate the STOP at the east-bound off ramp of I-90 at the Bullfrog interchange, so that exiting traffic flows freely and the Bullfrog Road traffic has the STOP sign. Developer may coordinate and share the costs associated with this improvement with MPR development, since the impact at this location is shared with the MPR development.	This has not been completed.
86	For all off-site transportation mitigation measures, Developer's pro rata share shall be calculated by dividing the traffic generated by each traffic generator (MPR, UGA, Background) by the total projected increase in volumes for the affected intersection or road segment. The traffic volume projections shall be based on the most current monitoring report. In general, the calculation of pro-rata share shall include the following steps:	Acknowledged.
86A	Base Year Traffic shall be determined at the individual intersection or road segment that needs mitigation, using the 2000 monitoring report data.	Acknowledged.
86B	Forecasted traffic volumes shall be based on projections in the UGA FEIS or, if available, the most current monitoring program forecast. The forecast will include projections for growth in background traffic, MPR traffic and UGA traffic using a common forecast year. If the City determines it is necessary to further assess forecasted trip distribution patterns, the City may require the monitoring data be input into the model that was prepared for the UGA EIS.	Acknowledged.
86C	The base year traffic shall be subtracted from the forecasted traffic volume to calculate the net increase in traffic volumes for background traffic, UGA traffic and MPR traffic.	Acknowledged.
86D	The pro-rata share of each contributor shall be calculated on a percentage basis by dividing the volume generated by each contributor by the forecasted net increase in traffic volumes.	Acknowledged.
86E	The resulting percentages shall be applied to the total cost of an improvement to determine the background's, the UGA's and the MPR's share.	Acknowledged.
87	The background growth rate assumption from the FEIS, as well as the UGA and MPR traffic projections from the FEIS, may be revised every year that monitoring is required, based on the data collected in the traffic monitoring program described in Condition 92. If any of the assumed or projected traffic volumes are revised, the UGA proportionate share of any off-site traffic mitigation costs not yet incurred shall be based on the revised rates and projections demonstrated by the traffic monitoring.	Acknowledged.
88	Calculation and collection of proportionate shares shall be coordinated with applicable conditions of County's MPR approval.	Acknowledged.
89	Transportation Improvements.	See specific responses below.

89A	<p>If the combined existing and projected traffic generated by a particular phase or sub-phase of development being reviewed for preliminary plat or binding site plan approval is forecasted to cause the weekday p.m. peak hour level of service on affected intersections or road segments to fall below the level of service standard D, applied by the City and County at the time of UGA approval, improvement(s) will be required to return the level of service to the adopted standard. The Highway Capacity Manual methodology used to calculate the forecasted level of service shall be the same as that used by the County to apply the adopted standard. If the necessary improvement is one for which Developer is only required to pay a proportionate share, as opposed to the full share; and if at the time Developer proposes to construct and occupy the phase or sub-phase of the development, there are not sufficient public funds available to provide the required public share, then Developer may elect to pursue one of the following options:</p> <ul style="list-style-type: none"> i. Either Developer can agree to wait to construct the phase or sub- phase until public funds are available for the public share of the required transportation improvements; or ii. Developer can elect to pay the public share of the required transportation improvement and proceed with the phase or sub-phase. If this option is selected, the City agrees to then consider adoption of such procedures as are legally available to develop a reimbursement mechanism, such as Local Improvement District, latecomers' agreement, or other legal reimbursement mechanism whereby other property owners who develop their property beyond existing uses and benefit from such improvements at a later date will be charged a fair pro-rata share of the cost of such improvements from which they are then benefiting and from which Developer can then be reimbursed for its payment of the public share of such improvement. Nothing in this Condition shall be construed to require the City to agree to the establishment of an LID, a latecomer's reimbursement or other legal reimbursement mechanism unless and until the City has complied with all of the constitutional and statutory requirements for consideration of such mechanisms, and then only if the City determines, in its sole discretion, that establishment of the reimbursement mechanism is consistent with those requirements. 	Acknowledged.
89B	<p>If Developer provides the City with a proposed schedule of UGA development and the resulting off-site traffic mitigation measures for which they expect there to be a City share, the City Public Works Department shall include all projected City shares of those off-site traffic improvements in its proposed 6-year capital improvement program, so that the City can plan for funding within that 6-year time frame.</p>	Acknowledged
90	<p>Construction Trucks shall be routed, to maximum extent possible, on temporary construction routes within the UGA or MPR site, rather than relying on public roads outside of the project boundary. If necessary to protect the public health, safety, and welfare, the City may impose reasonable additional truck route requirements, applicable to the City as a whole.</p>	Acknowledged.
91	<p>If UGA development proceeds without MPR development and, therefore, the City and County are unable to obtain proportionate shares for off-site improvements from the MPR development, then Developer and the City agree to renegotiate appropriate off-site mitigation measures and proportionate shares without MPR development. Any dispute arising out of such re-negotiations shall be subject to the Mediation and Arbitration Agreement, dated December 7, 1999, Attachment 3.</p>	This connection is no longer relevant as the MPR development has been completed.
92	<p>Monitoring: Developer and the City shall, in cooperation with Kittitas County, implement a transportation monitoring program substantially similar to the Final Draft MountainStar MPR Transportation Monitoring Program dated</p>	Condition completed.

	04/30/02, attached as Attachment 5, provided the monitoring program for the UGA shall document UGA-generated traffic. The monitoring program elements established in this Condition along with other elements required to effectively and fairly implement and operate the program will be compiled into a separate document that is similar in format to the MPR Transportation Monitoring Program referenced above. The Developer shall prepare this document and submit it to the City for approval. The objectives of the monitoring program are:	
92A	To document traffic volumes at key points in the local transportation network that would be impacted by UGA and/or MPR generated traffic volumes,	Acknowledged.
92B	To establish a growth rate for background traffic,	Acknowledged.
92C	To separate MPR, UGA and background traffic from the total traffic volumes,	Acknowledged.
92D	To identify unforeseen potential traffic impacts,	Acknowledged.
92E	To establish a mechanism for determining when transportation improvements need to be in place.	Acknowledged.

<p>92</p>	<p>If monitoring indicates that UGA or cumulative UGA and MPR trip generation exceeds FEIS projections or UGA or cumulative UGA and MPR trip distribution is different from FEIS projections during the first 10 years after Master Site Plan Approval, or thereafter if monitoring indicates impacts of UGA development or cumulative impacts of UGA and MPR development not identified in the FEIS, additional mitigation may be necessary in connection with subsequent UGA approvals. The monitoring program shall include documentation of average weekday and weekend hourly traffic volumes and turning movement volumes for the weekday p.m. peak hour. Because MPR monitoring occurs the week prior to Labor Day, and through the Labor Day weekend, it is anticipated that to coordinate data collection, the UGA counts will be conducted during the same period at the following locations and by the count method specified. To determine the effects of school-related traffic, Mechanical Tube count data will also be collected the week of Labor Day at the locations indicated. A.M. peak hour turning movement counts will be made on the Wednesday or Thursday prior to Labor Day. Based on the results of monitoring, the City may add or delete monitoring locations it deems appropriate to track those locations where UGA and MPR traffic are expected to cause impacts.</p> <p>Trendwest and the City shall solicit comments from WSDOT, the City of Roslyn, the Town of South Cle Elum and the County (hereafter "Other Transportation Jurisdictions") on the scope of the monitoring program prior to its approval by the City and its implementation. The City will make a decision on the appropriate scope of the monitoring based on any input received from the Other Transportation Jurisdictions.</p> <p>If Trendwest uses material from the South Cle Elum gravel pit, then the monitoring program shall also include monitoring of the truck route through South Cle Elum.</p> <p>The Other Traffic Jurisdictions shall receive a copy of any monitoring report that addresses traffic within their jurisdiction and be provided an opportunity to comment. The City shall make a decision on the results of the monitoring program, including any decision to modify any of the traffic mitigation after consideration of input received.</p>	<p>Acknowledged.</p>
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Mechanical Tube Count Locations (capable of providing 15 minute interval data)

UGA access(es) on Bullfrog Road
MPR access(es) on Bullfrog Road
UGA access(es) on SR 903.
MPR access(es) on SR 903.
UGA access to Ranger Station
Road 1-90 EB off-ramp at Bullfrog
Road
I-90 EB on-ramp at Bullfrog
Road I-90 WB off-ramp at Bullfrog
Road 1-90 WB on-ramp at Bullfrog
Road Bullfrog Road north off-90
W. First Street east of WB I-90 on-ramp (Cle Elum)
*Bullfrog Road south of SR-903
*SR-903 east of Bullfrog Road
*SR-903 west of Bullfrog Road
S. Cle Elum Rd. south of W. 1st Street (Cle
Elum) 1-90 EB on-ramp at Oakes St
~~interchange~~
1-90 WB off-ramp at Oakes St interchange
SR 903 between Horvat & Alaska
*W. 2nd St. (SR-903) west of Oakes St. (Cle Elum)
SR 903 west of SR 970 (Cle Elum)

*Indicates locations that will be monitored the week of Labor Day to document the effects of traffic generated by the school.

Intersections (Manual Turning Movement Counts)

1-90 EB ramp at Bullfrog
Rd. 1-90 WB ramp at
Bullfrog Rd.
W. First St./ N.
Pennsylvania SR-903
Bullfrog Rd.
W. First St/ Pine Street
W. First St./ Ranger Station
Road SR-903 / Pennsylvania
(Roslyn)
W. Second St./ S. Cle Elum Rd.
W. First St./ S. Cle Elum Rd.
W. First St. /N. Oakes Ave.
W. Second St./ N. Oakes Ave.
UGA access(es) on Bullfrog Road
UGA access(es) on SR 903.
UGA access(es) to Ranger Station
SR 903 and Pine Street

93	The Business Park developer shall submit with the first plat or binding site plan for the business park, a Transportation Demand Management plan (“TDM”) to mitigate a portion of the impacts from the proposed business park development, including carpooling incentives, consideration of the feasibility of a shuttle service, bike racks and on-site facilities that encourage employees to walk, run or bike to work, and other measures reasonably designed to reduce the reliance on single occupancy vehicles to get to work. Such TDM efforts may be coordinated with similar efforts on the MPR. This TDM shall be reviewed and approved by the City as part of the first business park plat or binding site plan and where applicable, should be included in the terms of any sales or leases of business park property.	This condition is related to the business park and will be addressed when the business park is developed.
94	Developer agrees to participate with the City and the School District in petitioning WSDOT to reduce the speed limit on SR 903 adjacent to the school property as needed to address potential safety concerns. Developer also agrees to work with the City through the monitoring program to collect information on the 1-90 Bullfrog Westbound On Ramp and present this information to WSDOT as necessary to support revisions to the weigh station exit/on ramp configuration.	Acknowledged.
GOVERNMENT FACILITIES AND SERVICES AND FISCAL IMPACTS MITIGATION		
95	Developer shall be responsible for the following costs associated with the government facilities and services. The costs shall be accounted for pursuant to the shortfall accounting methodology described in Condition 98 below. Where appropriate and available, the City will first consider and pursue acquisition of used or surplus equipment, if such equipment reasonably can meet the City’s needs and specifications and if future replacement of such used or surplus equipment is not expected to occur until after City revenues are more than adequate to accommodate that future replacement. The MFSEP mitigation measures are, generally, as follows;	See individual sections below.
95A	Development review and inspection costs shall be fully recovered as a processing cost, separate from shortfall mitigation, except to the extent shortfall surpluses may be applied to future processing costs after termination as described in Condition 98(H).	Acknowledged.

95B	<p>Law Enforcement Mitigation shall include in fiscal shortfall accounting the costs for the personnel and equipment necessary to maintain a level of service standard of 2 officers per 1,000 population, with the expected phase-in of new officers and associated equipment approximately as described below. The City may hire the additional officer sufficiently in advance of the threshold indicated so that all training is complete by the threshold point:</p> <ul style="list-style-type: none"> i. First new officer when construction has commenced on a total of 15 percent of the residential units; ii. The second new officer when construction has commenced on 30 percent of the residential units; iii. The third new officer when construction has commenced on 45 percent of the residential units; iv. The fourth new officer when construction has commenced on 60 percent of the residential units; v. The fifth new officer when construction has commenced on 75 percent of the residential units; vi. Officer training, firearms and other officer equipment/accessories as each new officer is hired; vii. 1 patrol car for each 2 new officers, starting with the first hire; viii. 1 4WD vehicle for each 2 new officers, starting with the second hire; and; ix. Vehicle equipment for each vehicle purchased. 	Acknowledged.
95C	<p>Fire Protection Mitigation shall include in fiscal shortfall accounting the following costs for personnel equipment and facilities at the thresholds indicated:</p> <ul style="list-style-type: none"> i. The cost to repay \$600,000 in general obligation bonds issued by the City to use with matching grant funds to remodel the main fire/ambulance station. ii. One-half of the funding for a full-time fire chief starting in the year construction commences. iii. When construction commences, Developer will provide a minimum of 2 new, fully-trained volunteer firefighters available to respond to calls and meet a 7:00 a.m. to 5:00 p.m. response level of service standard often minutes to the call location 9.0 percent of the time; or alternatively, if Developer cannot provide volunteers that can meet the training and response level of service, then Developer will fund through the shortfall account one fully-trained full-time firefighter at the time construction commences. Response times will be monitored by the City to verify the level of service. Fully-trained means EMT and Firefighter I. iv. Developer will provide an additional 2 fully-trained volunteer firefighters by the time construction commences on any residential units in excess of 33 percent of the residential units in the UGA that meet the same training and level of service standards as in iii; or, alternatively, if Developer cannot provide volunteers that can meet the training and response level of service, then Developer will fund through the shortfall account one fully-trained full-time firefighter. v. Developer will provide an additional 2 fully-trained volunteer firefighters by the time construction commences on any residential units in excess of 60 percent of the residential units in the UGA that meet the same training and level of service standard as in iii above; or, alternatively, if Developer cannot provide volunteers that can meet the training and response 	<p>Acknowledged. Condition 95C.ii has been satisfied.</p>

	<p>level of service, then " Developer will fund through the shortfall account one fully-trained full-time firefighter.</p> <ul style="list-style-type: none"> vi. Developer acknowledges that it may be necessary to provide firefighters in advance of the trigger points identified if necessary to ensure completion of the required training by those trigger points. vii. The costs associated with the training, firefighter clothing, and equipment for each volunteer or full-time firefighter as they are added. viii. \$20,000 toward the price of a brush truck/rescue vehicle when construction commences. ix. Developer will either make arrangement for the City to share the Fire District No. 7 fire tender included in the MPR mitigation, or provide funding through the shortfall account for a fire tender, when construction commences. 	
95D	<p>Public Works mitigation shall include in the fiscal shortfall accounting the costs for the following personnel equipment, and facilities at the appropriate thresholds indicated:</p> <ul style="list-style-type: none"> i. A street sweeper in the first season when street sweeping is required after the City has assumed maintenance Responsibility for street sweeping in the UGA. ii. A snow plow (road grader with wing) in the first winter when the City has assumed responsibility for snow removal on roads in the UGA. iii. A front-end loader in the first winter when the City has assumed responsibility for snow removal on roads in the UGA. iv. A dump truck/sander with blade in the first winter when the City has assumed responsibility for snow removal on roads in the UGA. v. The fiscal shortfall accounting shall also include the cost of appropriate equipment to handle snow removal on the pedestrian/bike trail located in the public right of way adjacent to the arterials in the first winter when the City has assumed responsibility for snow removal on these pedestrian trails in the UGA. vi. A mower in the first season when the City has assumed maintenance responsibility for park areas or landscaped areas in the UGA. vii. One full time public works staff person in the first year the City has assumed any maintenance responsibilities for the streets and/or the parks within the UGA. viii. A four bay lean-to storage facility to be constructed at the water treatment plant site at the time the City acquires any of the public works equipment listed above. 	Acknowledged.
95E	<p>Funding for the City Administrator and City Planner position shall be continued as part of the overall shortfall accounting and mitigation described in Condition 98.</p>	Acknowledged.

95F	Funding for an appropriate share of the general government personnel, equipment, and/or facilities based on Bullfrog Flats' proportionate share of the City population.	Acknowledged.
96	Developer or the Parcel Developer shall pay all City costs, including reasonable staff and consultant fees associated with the City's review and processing of implementing development permits such as plats, binding site plans and that portion of building and grading permit reviews that relate to assessing consistency with Master Site Plan Approval Conditions pursuant to the provisions of the Restated and Amended Agreement for Payment of Professional, Staff and Consultant Services dated August 27, 2002, a copy of which is attached as Attachment 6 ("Processing Costs"). Building Code reviews shall be covered by the standard building permit fee. In addition, Developer shall be responsible for all reasonable staff and consultant costs to prepare and implement any implementing agreements or programs identified in the Conditions of Approval, such as the monitoring program(s).	Acknowledged.
97	Capital and operation and maintenance costs associated with water and sewer utilities are or will be covered under separate agreements.	Acknowledged.
98	City Facility and Services Shortfall. The UGA EIS projects a shortfall between projected project revenues and project expenses, especially during the first few years of project development, based on the EIS's estimate of project buildout. Prior to the first Master Plat Approval, Developer and City shall establish a shortfall mitigation accounting system as follows:	Acknowledged.
98A	The City will quantify shortfalls based on actual revenues and expenditures associated with the project	Acknowledged.
98B	The City will institute an accounting procedure consistent with the fund accounting requirements of State law. The City will establish a separate fund called the "UGA Fund" as a regular operating fund of the City, similar to the system established by the City of Snoqualmie- and previously approved by the State Auditor.	Acknowledged.
98C	The City will credit the UGA Fund with revenues coming to the City from UGA development activity and charge this fund with expenses required to provide services to the UGA. At the end of each month, if the revenues posted to the fund, together with any previous balance, are insufficient to pay the expenses posted to the fund, then Developer will pay the difference as shortfall mitigation. If revenues exceed expenses, then a credit balance will be carried forward into the next month.	Acknowledged.
98D	In setting its property tax levy amount each year, the City shall include all new construction and annexation valuations from the previous year.	Acknowledged.
98E	The City will allocate revenues and expenditures between the existing City and the UGA as follows: <ul style="list-style-type: none"> i. Property Tax Revenues. The City shall identify which property parcels are located in the UGA and obtain the total assessed valuation of those parcels from the Kittitas County Assessor. The City will include new construction values and annexation values in the property tax calculations. At that beginning of each year, a percentage of UGA assessed valuation will be calculated and each property tax distribution during that year is multiplied by this percentage and the resulting revenue credited to the UGA Fund. ii. Utility Tax Revenues. City utility taxes are an important source of recurring revenues. The City currently levies the following utility taxes: 6 percent on electric, telephone, and cable TV service; and 4 percent on water and sewer service. Monthly taxes from utility services to the UGA shall 	Acknowledged.

be credited to the UGA Fund.

- iii. Sales Tax Revenues. Each taxable sale which occurs within the boundaries of the UGA shall be credited to the UGA Fund. Most of the construction activity to build the UGA will be taxable as well as sales made by any businesses which locate in the UGA. Sales tax distribution data is available from the State Department of Revenue. Taxpayers are identified by their UBI number. Through the process of issuing building permits and by onsite inspection, the City shall obtain the UBI numbers or names of all contractors which will construct the UGA and of all businesses which operate in the UGA, when it is developed. Once the City has identified the companies doing business in the UGA, the monthly sales tax distribution shall be divided between the UGA and the existing City. In addition to firms working on site in the UGA, there will be other firms in the City which make sales in the UGA or in the MPR. The City and Developer will jointly develop procedures for crediting sales tax receipts to the UGA fund for such companies. The initial approach will be to mail a short questionnaire to all City of Cle Elum sales tax accounts which report under the following SIC codes: 15, 16, 17, 503, 506, 507, 52, and 57. This questionnaire will ask the taxpayer to identify taxes from sales which occurred in the UGA or the MPR. Amounts provided on this questionnaire will also be credited the UGA with care taken to insure the same amounts are not credited twice. Developer will also obtain information from general contractors on the names of subcontractors and suppliers doing business in the UGA and the MPR. Sales from these companies will be credited to the UGA fund even if they do not return the questionnaire. In addition, the City and Developer agree to jointly ask the Department of Revenue to interpret sales tax rules and/or to grant a waiver that will strive to attribute the maximum amount of sales tax revenue in the City associated with the UGA construction to the UGA Fund, including, if possible, a method to permit speculative homebuilders in the UGA to not pay sales tax on materials purchased in the existing City at the time of materials purchase, but instead to pay the sales tax at the time and place of construction in the UGA. If the City and Developer cannot obtain Department of Revenue approval for such interpretation or waiver of sales tax collection and reporting, then the City agrees to credit to the UGA Fund any construction sales tax amounts which Developer can conclusively segregate and demonstrate that they were received by the City, although paid on transactions that occurred in the existing City, rather than in the UGA.
- iv. Real Estate Excise Tax (REET) Revenues. Each property parcel in the UGA which is sold is subject to the City's REET. This means initial lot sales and re-sales after the lots have been developed. The County collects this and distributes a share to the City. The City shall obtain a listing of sales from the County recorders office each month. It can then calculate what percentage of the total REET tax is from the UGA and credit that amount to the UGA Fund. Because use of REET funds is restricted by State law, the City will allocate REET funds received from property within the UGA to appropriate capital expenditures to ensure all of these funds, to the maximum extent feasible, are used towards Trendwest-required mitigation.
- v. State Shared Revenues. State shared revenues include liquor excise tax, liquor profits tax, and motor vehicle fuel tax. These State Shared Revenues. State shared revenues include liquor excise tax, liquor profits tax, and motor vehicle fuel tax. These revenues are distributed based on

the population of the City. The State of Washington Office of Financial Management certified population on April first of each year is used to distribute State-shared revenues in the next year. Therefore, each April first, the City shall determine what percentage of its certified population lives in the UGA. That percentage would then be multiplied by the revenues received in the next year and the resulting amount credited to the UGA Fund.

- vi. Other Revenues. Other City revenues such as Charges for Services, Fines and Forfeits, and Miscellaneous will increase as occupancy and population of the UGA increase. The best early indication of this is utility connections. Therefore, these revenues will be allocated between the general fund and the UGA Fund based on the ratio of utility connections in the UGA to total utility connections in the City. Any revenues which can be identified as specifically coming from the UGA development should be credited directly to the UGA Fund and not allocated by utility connections.
- vii. Revenue Transfers. To simplify recording of revenue, the City will initially deposit all revenues in the general, street, and capital projects funds as they have in the past. Then revenues will be transferred to the UGA Fund as described above. This leaves a clear audit trail of how revenues are apportioned and allows the City to record the revenues before it knows how they will be distributed. Attachment 7 shows an example of the revenue transfer calculations used at the City of Snoqualmie. A similar format will be used in Cle Elum.
- viii. Processing Expenditures. Expenditures related to processing the UGA development which includes items such as any supplemental environmental review required by the Development Agreement, utility planning, development permits, and approvals, etc. should be budgeted for and expensed in the UGA Fund, but should be identified separately from service expenditures. These expenditures are 100 percent the responsibility of Developer and are not subject to reimbursement, or credit against any monthly surplus except as provided in Condition 98H upon termination of the shortfall mitigation.
- ix. Service Expenditures. Expenditures which are incurred to provide municipal services to the UGA development such as fire, police, street maintenance, etc. should also be charged to the UGA Fund, but in a parallel set of accounts so they can be identified separately from processing expenses.
- x. Expense Transfers. If an expense is 100 percent related to the UGA development and is not expected to continue after the shortfall period ends, then it should all be budgeted in the UGA Fund. UGA expenses which are expected to continue after the shortfall period ends should be budgeted in the general fund (or other appropriate fund) and a portion should be transferred to the UGA Fund each month. For example, if a new permanent position utility worker is hired to work 50 percent on existing City projects and 50 percent on UGA activities, it should be budgeted in the general fund and 50 percent of its expenses transferred to the UGA Fund each month. When the shortfall period ends, the expense transfers will also end and the position will already be budgeted in the correct fund. In some cases, it may be necessary to charge the UGA Fund based on hours worked. For example, if the planner position is fully funded by Developer but works on another project, Developer should not be charged for that time. Therefore, the planner's

	monthly salary and benefits should be prorated between the general fund and the UGA expense fund based on hours worked. This could be done at the end of the month by expense transfer.	
98F	<p>UGA Fund Monthly Reconciliation and Transfer Statement. At the end of each month after all the revenues and expenditures have been allocated between the UGA Fund and other City funds, a reconciliation and shortfall transfer statement shall be prepared. Attachment 8 is an example of the statement format used at the City of Snoqualmie for a similar shortfall accounting process. It is designed to work within the usual municipal accounting cycle. It will be adapted for use in Cle Elum. The following describes how the form works:</p> <ul style="list-style-type: none"> i. Line 1 - Beginning cash balance in the UGA Fund. ii. Line 2 - Revenue deposits as described above iii. Line 3 - Developer payments during the prior month iv. Line 4 - Total cash available v. Line 5 - Payments to consultants. These are payments to consultants made in the current accounting month for work done the month prior vi. Line 6 - Interfund expense transfers. These are expenditures budgeted in another fund but payable by the UGA Fund vii. Line 7 - Salaries and benefits. This can be expenses budgeted in the UGA Fund or budgeted in another fund and transferred to the UGA Fund. viii. Line 8 - Subtotal of expenditures ix. Line 9 - Ending cash balance x. Line 10 - Consultant charges held for payment. These are invoices for work done in the current accounting month that will be paid in the new accounting month. For example, consultant services billings for the month of November are received and usually paid in December before any additional shortfall payments are made. Therefore, these invoices are included since they will be paid in the current month xi. Line 11 - Required ending balance. This is equal to the held consultant , charges plus an amount to provide cash flow to the fund of \$50,000. This provides a buffer in case a late bill sball be paid, etc. xii. Line 12 - Developer transfer payment. This is equal to the required ending balance line 11 minus the actual ending balance, line 9. xiii. Lines 13 through 18 provide a running total of shortfall payments made which will be unnecessary in Cle Elum. The transfer statement should be submitted by the 15th of the month, and any amounts due from Developer shall be paid by the 25th of the month by wire transfer. Supporting documents will be provided to Developer with the statement. 	Acknowledged.
98G	Approval of Expenditures. Expenditures identified in Condition 95 are considered approved and may be incurred by the City at its sole discretion when it determines they are necessary in accordance with the guidelines of the Development Agreement and these Conditions of Approval. Other expenditures may be	Acknowledged.

	<p>incurred at the discretion of the City but are subject to prior approval by Developer. If Developer and the City cannot agree on whether to incur an expenditure, the issue should be submitted to mediation as follows:</p> <ul style="list-style-type: none"> i. The City and Developer shall each pick one person to serve on a mediation panel. The two panel members thus selected shall select a third member. The panel will review the proposed expenditure with special attention to documented need and consistency with municipal service levels at other similarly sized cities. The panel may deny the expenditure, approve it, or recommend a modification to it. ii. The costs of this panel, if needed, will be considered a UGA expense and included as an expenditure in the UGA Fund. 	
98H	Termination of Shortfall Mitigation. Developer's obligations to make shortfall payments will end when both of the following are satisfied: (1) The end of any 12 consecutive month period in which UGA revenues exceed UGA expenses, and (2) Property tax revenues from the UGA are at least \$367,000 and the City has levied all new construction and other increases in assessed value not subject to the 1 percent property tax limit law.	Acknowledged.
98I	Processing costs for development approvals and construction permits for the UGA development shall not be included in any shortfall accounting, provided that any fees received by the City from any third party for the services of City staff that are otherwise fully funded by Developer pursuant to separate agreement between the City and Developer shall be credited against the costs otherwise owed by Developer for such City staff positions. After termination of the shortfall mitigation as described in Condition 98H, the surplus at the time of termination may be credited to future processing costs.	Acknowledged.
98J	If the City has bonding capacity for capital facilities, other than sewer and water facilities, which are or will be the subject of separate agreements, the City agrees to issue bonds for the improvement. An appropriate share of debt service on such bonds will be included as a Developer cost and subject to the shortfall mitigation.	Acknowledged.
98K	Provision shall be made for Developer's fiscal monitoring consultant to have access to detailed monthly local sales tax reports and other appropriate tax information to assist the City and Developer to assure that all taxes due to the City are properly reported and collected.	Acknowledged.
99	The Developer and the School District shall enter into a School District Mitigation Agreement substantially in the form described in Attachment 9 prior to the first residential final plat. Trendwest shall provide the City an annual statement of compliance with the School Mitigation Agreement between Trendwest and the School District, with a copy to the School District. Failure of the School District to object within thirty days after the date of receipt of the statement shall be deemed sufficient reason for the City to rely on the Statement of Compliance for subsequent permit reviews.	This condition has been completed and the development is no longer subject to this condition.
100*	The Developer and the Hospital District shall enter into a Hospital District Mitigation Agreement substantially in the form described in Attachment 10 prior to the first residential final plat.	This condition has been completed and the development is no longer subject to this condition.

101	Per call costs associated with Kittcomm Services shall be tracked and included in shortfall mitigation accounting procedures.	Acknowledged.
102	Grants or other sources of public funding will be applied first to City's share of public facility obligations, with any excess going to Developer's share.	Acknowledged.
103	The City agrees to take steps required to establish reasonable and legally defensible means to obtain pro-rata shares for public facilities and services from other new development or regional users who benefit from the facility or service expansion, provided nothing in this Condition should be construed to obligate the City to establish such a measure without complying with all constitutional and statutory requirements for consideration of such mechanisms and only if the City then determines, in its sole discretion, that establishment of the reimbursement mechanism and the associated costs are consistent with those requirements.	Acknowledged.
BUILDING PERMITS AND FIRE SAFETY CONSTRUCTION		
104	Building permit applications shall be subject to the building codes in effect on the date of the complete building permit application.	Acknowledged.
105	Washington Department of Natural Resources "Industrial Precautions" shall apply to all equipment and clearing/grading activities until hydrants are operational.	Acknowledged.
106	Land Stewardship Agreement required by Cooperative Agreement shall apply to construction in Bullfrog Flats	Acknowledged.
107	Land clearing debris shall be disposed of in accordance with RIDGE Settlement Agreement.	Acknowledged.
108	Emergency vehicle access outside public ROWs must be coordinated with City and County Fire Marshall.	Acknowledged.
109	Prior to the first preliminary plat or building permit application for residential construction, the development standards shall be supplemented to include recommendations or requirements for vegetative clearance, defensible space and structural designs and materials consistent with the Recommendations for Fire Safety and Prevention of Forest and Range Land in Kittitas County Including Rural, Commercial, and Private Development (updated March 1999). All construction, including single-family residential construction, shall meet the requirements of the Uniform Fire Code, including the option of sprinklering single-family construction if reduced fire flow is provided. Road Standards shall be as provided in the Development Standards, Attachment 2.	Prior to building permit application this will be provided.
UTILITIES		
110	Consistent with the Transfer of Obligations provisions of the Development Agreement, Developer or the individual parcel developer, whichever is applicable, shall be responsible for all of the costs to construct all water, sewer and stormwater facilities on site, in the general facility locations shown in Attachments 11, 12 and 13. Said utilities shall be constructed consistent with these Conditions, the Development Standards (Attachment 2), and the Site Engineering Technical Report attached as Appendix E to the FEIS.	Acknowledged.
111	Noting that Water Supply and Treatment Mitigation Measures are covered in the separate water agreements identified in Conditions 64 and 65.	Acknowledged.

112	Wastewater Treatment Mitigation Measures are covered in the Interim Wastewater Treatment Facility Project Development Agreement between Cle Elum, South Cle Elum and Trendwest, dated 7/26/00, and will be further addressed in a future Regional Wastewater Treatment Agreement(s) as necessary to provide adequate treatment capacity for UGA development.	This condition has been completed.
113	Developer shall coordinate with private utility providers to provide for electricity, natural gas and telecommunications. All service lines shall be installed underground. Any utility providers within the public right-of-way in the UGA property shall be subject to the terms of any applicable City utility franchise agreement now or hereafter executed by the City.	Acknowledged. Natural gas may be omitted from this development.
114	Developer shall contribute its pro-rata share to the costs to construct improvements to the solid waste transfer station, consistent with the requirements described in the Kittitas County Solid Waste Management Plan Amendment for the Trendwest MPR and UGA dated November 2000. Developer shall further handle all construction debris, shall separate recyclable materials and shall otherwise handle all of its solid waste and household hazardous waste consistent with the requirements for such handling in the Kittitas County Solid Waste Management Plan. The same requirements shall apply to development of the business park parcel, based on its pro-rata share.	This condition has been completed and the development is no longer subject to this condition.
115	Issuance of Certificates of Sewer Availability for the MPR and UGA combined shall be based initially on the capacity available to Developer pursuant to the terms of the Interim Wastewater Treatment Facilities Project Development Agreement dated July 26, 2000. Once the City and Developer have executed an agreement for wastewater treatment service provided by the Regional Wastewater Treatment facility, issuance of Certificates of Sewer Availability shall be governed by the provisions of that agreement.	Acknowledged.
GENERAL PROVISIONS		
116	Definitions	No response needed.
116A	"Developer" shall mean Trendwest Investments, Inc. and Trendwest Properties, Inc., as owner and developer of the real property described in Attachment 14, together with their successors and assigns to all or any portion of the UGA property, provided that nothing in this definition shall be construed to alter any of the requirements for transfers of obligations as described in the Development Agreement for the UGA Property.	No response needed.
116B	Plural shall include the singular and vice-versa	No response needed.
116C	Masculine shall include the feminine and vice-versa.	No response needed.
116D	UGA Property shall mean the real property described in the legal description attached to these Conditions as Attachment 14.	No response needed.
116E	"Master Plat" shall refer to the initial subdivision of Developer ownership into the individual development parcels generally as shown on Attachment 1, as required by the Development Agreement.	No response needed.
117	The terms of the Pre-annexation Agreement dated July 26, 2000 have been satisfied upon annexation of the UGA Property and with imposition of these Conditions of Approval and the associated Development Agreement, provided that, if Developer does not proceed with development of the UGA and elects to terminate the Master Site Plan: Approval and the Development Agreement, Trendwest shall be obligated to reimburse the City for all its	This condition has been completed and the development is no longer subject to this condition.

	expenses reasonably incurred in an effort to restore the City to its pre-Trendwest fiscal condition, as described in the Section 10.6 of the Development Agreement, or in separate infrastructure agreements.	
118	For purposes of these Conditions, any Condition that references review and approval by the City, without specifying which entity in the City, shall mean review and approval by the same City entity that is responsible by City ordinance for the associated permit or decision that triggered the review. If there is no associated permit or decision triggering the Condition, then review and approval by the City shall mean review and recommendation by the City staff with decision by the City Council.	Acknowledged.
119	These Conditions shall be interpreted, to the maximum extent feasible to be consistent with the terms of the Development Agreement between the City of Cle Elum and Trendwest, dated August 27, 2002.	Acknowledged.
120	This Master Site Plan Approval is based on the maximum size MPR as defined in the RIDGE Settlement Agreement. u: for any reason, Developer applies for preliminary plats or construction permits for development in excess of the limits established in the RIDGE Settlement Agreement or contrary to any of the Trendwest obligations identified in Section 1 of the RIDGE Settlement Agreement that could have different cumulative impacts from those identified in the FEIS, then no new development or construction permits shall be issued in the UGA site unless and until the City has determined whether additional SEPA review and/or mitigation measures are required to address unanticipated cumulative impacts of the increased size or revised MPR and the City has completed any necessary review and impose any necessary mitigation measures.	Acknowledged.