

Bullfrog Flats Attachment A: 2002 Development Agreement Conditions Table

No.	CONDITION	CITY COMPLIANCE DETERMINATION	CITY RECOMMENDATION REGARDING CONDITION
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 Low Income Housing: 7.5 acres -- 50 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 Cemetery Expansion: 10 acres Business Park: 75 acres – 950,000 SF Water Treatment Plant: 12 acres Reserve: 175 acres Subtotal: 319 acres (29%)</p> <p>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%)</p> <p>Total: 1,100 acres (100%) – 1,334 units + 50 affordable units</p>	<p>The Master Plat identifies parcels, types and amounts of land uses, and acreages generally consistent with those approved in the 2002 Development Agreement. A small discrepancy in acreages is primarily due to rounding, measurement by different operators and, in some cases, allocation of lands to different data categories.</p> <p>The Master Plat proposes a public park and active recreational facilities in the 18 acres previously shown as a Neighborhood Clubhouse and Lake (which could be privately owned and operated). This change can be reviewed as a minor modification. City staff recommends approving this minor modification and amending the Condition accordingly.</p> <p>J, S-1 and S-2 density and land uses are consistent with the Development Agreement.</p>	<p>Retain, with amendments and updates to the Land Use Summary Table as follows:</p> <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: 167.5 acres – 810 units Multi-Family Residential: 61 acres – 524 units Subtotal: 236 acres – 1334 units (+ 7.5 acres and 50 units for affordable housing)</p> <p>Non-Residential Uses: Public Park & Recreational Amenities: 16 acres Recreation Expansion (not inclusive of neighborhood pocket parks): 8 acres Subtotal: 24 acres</p> <p>Other Uses: Community Recreation Center: 12 acres School Expansion: 38 acres Cemetery Expansion: 10 acres Business Park: 75 acres – 950,000 SF Water Treatment Plant: 12 acres Reserve: 112 acres Subtotal: 259 acres</p> <p>Open Space: Undeveloped Open Space: Buffers 242 acres / Steep Slope Areas 197.4 acres Wetland buffers: 5.5 acres Powerline ROW: 29 acres Residential Buffers: 76 acres Subtotal: 549.9 acres Total: 1,068.9 acres (100%) – 1,334 units + 50 affordable units <i>Note: All required dedications of land listed as “other uses”, have been transferred to the appropriate agency/service provider. The total site area that would be developed pursuant to the master plat equals approximately 918 acres if the acreage of the completed dedications is deducted. Differences in acreage from the 2002 Development Agreement reflect rounding, survey decisions, and overlap of some categories.</i></p>
3	<p>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.</p>	<p>The proposed development adheres to the standards provided in Attachment 2 as well as all other requirements of the CEMC titles referenced. Future building permits/site plans will be reviewed for compliance upon submittal.</p> <p>With respect to land use applications submitted after October 30, 2027, the City is proposing modifications in conjunction with the Applicant’s request to extend the</p>	<p>Retain, with amendments per the Second Amendment:</p> <p>For all complete land use applications submitted by October 30, 2027, 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.</p> <p>All land use applications submitted on or after October 31, 2027 shall be subject to the applicable standards as set forth in Sections 3.6-3.8 of the Development Agreement, as amended by the Second Amendment.</p>

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		term of the Development Agreement, and as part of the proposed Second Amendment to the 2002 Development Agreement ("Second Amendment").	
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 Master Plat phase boundaries are consistent with the DA. The Boundary Line Adjustment creates parcel phases consistent with the DA.	Retain.
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. The Applicant has requested minor modifications to certain elements of the Development Standards, which City staff recommends approving. Future building permits/site plans will be reviewed for compliance upon submittal.	Retain, with amendments per the Second Amendment: The Development Standards in Attachment 2 shall govern all aspects of development in the UGA addressed in those standards for all complete land use applications submitted by October 30, 2027. All land use applications submitted on or after October 31, 2027 shall be subject to the applicable standards as set forth in Sections 3.6-3.8 of the Development Agreement, as amended by the Second Amendment.
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 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.	This condition is related to the business park. The City will review for compliance at the time of submittal of any applications for development within the business park. The BLA/Master Plat applications reflect an access road through the business park consistent with the prior master plat/short plat approval for the business park (File No. SUB-2007-001).	Retain.
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.	Phases S-1 and J are not adjacent to the business park parcels. A portion of Phase S-2 borders the unbuildable slope area adjacent to the business park, which provides an adequate buffer to satisfy screening standards for that portion of Phase S-2. Any areas outside the unbuildable slope area must comply with the applicable buffering standards; compliance will be reviewed with future phases of development and associated applications.	Retain.
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 identified for public uses in the Master Site Plan have been dedicated and transferred to public agencies. Compliance with this condition is no longer an obligation of the developer.	This condition should be marked as completed. The land identified for public uses in the Master Site Plan have been dedicated and transferred to public agencies.
8	Developer shall retain responsibility for water quality and noxious weed management in proposed lake.	The applicant has proposed an alternative plan featuring a variety of recreational amenities as a substitute for the lake, which can be reviewed as a minor modification, and which the City recommends approval of.	This condition should be marked as not applicable. The applicant has proposed, and the City recommends approval of, a minor modification removing the proposed lake as a land use and replacing it with a public park and recreational amenities. Park design and specific facilities included are to be determined.
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	The applicant shall be required to submit CC&Rs to City staff and the City attorney as part of an applicable final plat review package, pursuant to this condition.	Retain, as amended to reflect amended dispute resolution provisions: 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

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	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.	The City is proposing modifications to the dispute resolution provisions in conjunction with the Applicant's request to extend the term of the Development Agreement.	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 Dispute Resolution provisions in Section 11.18 of this Development Agreement, as amended by the Second Amendment.
10	Bonding. The Development Standards, Attachment 2, address the options and requirements for bonding final plat improvements.	Compliance with bonding requirements will be determined as part final plat review.	Retain.
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.	Future phases that include multifamily, park amenity, or business park uses will be reviewed for compliance with the terms and condition of the 2002 Master Site Plan approval through the Site and Design Review Process, now codified at CEMC 14.30.140, as a Type 1 Administrative decision by City Staff, subject to appeal to the Hearing Examiner.	Retain, with amendment to reflect current code citation: The Site and Design Review process described in CEMC 14.30.140 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.
12	The UGA may be developed in phases, provided:		Retain.
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 is shown on the preliminary civil plans for Phases J, S-1, and S-2 sufficient to provide the necessary access, utilities and public facilities to the new lots. City to verify all infrastructure is shown on final approved plans and installed during construction.	Retain, with amendments per the Second Amendment: 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 or consistent with the LOS standards identified pursuant to Sections 3.6-3.8 of the Agreement, as amended by the Second Amendment.
12B	Phased infrastructure shall be designed and constructed to meet City engineering requirements for dead end streets and looped water lines.	Phases J, S-1 and S-2 have cul-de-sac lengths and water main dead-ends that meet the conditions of the Development Agreement but not current City Standards. The City acknowledges this and accepts this deviation. The developer has closed one of the cul-de-sacs water main loops (on Phase S-2 Road B) based on the City's request and the constructability of the connection.	Retain.
12C	No final plats except for the Master Plat, as defined in Section 5 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.	The City is recommending the following condition be imposed on the preliminary plat approval for Phases S-1, S-2, and J: As a condition of final plat approval, the City is requiring the Applicant to convey water rights to the city, sufficient to meet water supply requirements for the number of residential units in Phase J, S-1 and S-2, as follows, based on 1 ERU equaling 209 gallons per day (0.234 acre feet) average annual demand and 0.7 gallons per minute (0.0019 cubic feet per second, cfs) peak hour demand: J: 164 Single Family Lots equals 164 ERUs; 38.4 acre feet Qa and 0.3116 cfs Qi S-1: 103 Single Family Lots equals 103 ERUs; 24.1 acre feet Qa and 0.1957 cfs Qi	Retain.

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No.	CONDITION	CITY COMPLIANCE DETERMINATION	CITY RECOMMENDATION REGARDING CONDITION				
		S-2: 130 Single Family Lots equals 130 ERUs; 30.4 acre feet Qa and 0.2470cfs Qi					
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.	City staff and the applicant have discussed updated monitoring and mitigation agreements and conditions to address potential transportation, water system, and fiscal impacts. Execution of the Agreement for Mitigation and Monitoring of Transportation Impacts Associated with the Bullfrog UGA Development and the Agreement for Mitigation and Monitoring of Water Impacts Associated with the Bullfrog UGA Development (the Transportation and Water System Mitigation Agreements) will be required as a condition of the Master Plat and final plat approval for Phases S-1, S-2, and J.	Retain, as amended to reflect the new monitoring and mitigation agreements and Bullfrog Flats LLC as Trendwest's successor-in-interest and the new master developer: Any mitigation measures identified as necessary in the monitoring required by these Conditions of Approval or by any monitoring or mitigation agreements entered into with Bullfrog Flats LLC shall be the responsibility of Bullfrog Flats LLC, 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.				
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.	Phase J, S-1 and S-2 do not propose business park development. The Business Park parcels will be developed in future phases, and compliance with this condition will be evaluated at that time.	Retain, as amended per Second Amendment: 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 under the Development Agreement. To extend the term of the Development Agreement to October 30, 2037, a complete land use or construction permit application for at least one building in the Business Park portion of the project, or in the alternative, a complete application for a major modification to the Business Park portion of the project requesting changes in land use restrictions for future development of that portion of the project, must be submitted by October 30, 2032.				
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.	Provided density tables and project narrative demonstrate compliance with requirements.	Retain.				
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.	Current review is for S-1, S-2, and J, which shows compliance with this requirement. Future submittals will be reviewed for compliance.	Retain.				
14	Uses permitted in these parcels shall be all of those uses permitted in the zones indicated in the following table, with the exceptions noted: <table><tr><td>Parcel</td><td>Permitted Uses</td><td>Conditional Uses (Requires CUP pursuant to CEMC 17.80)</td><td>Code References</td></tr></table>	Parcel	Permitted Uses	Conditional Uses (Requires CUP pursuant to CEMC 17.80)	Code References	Phases P-1 through P-4 propose single family dwellings. Phase B proposes multiple unit apartment dwellings. Phases J and M propose townhouses. Each of these uses is allowed outright.	Retain.
Parcel	Permitted Uses	Conditional Uses (Requires CUP pursuant to CEMC 17.80)	Code References				

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	P-1 P-2 P-3 P-4 S-1 S-2	Single-Family Dwelling Accessory Buildings Accessory Dwelling Units Adult Family Home & Group Home Home Occupation Family Day Care <i>All as defined by CEMC 17.08 & as permitted by CEMC 17.16.010.</i> <ul style="list-style-type: none">Parks and Playgrounds <i>Subject to Site & Design review as permitted in CEMC 17.16.020.</i>	Bed and Breakfast Guesthouse <i>When accessory to the permanent residence of the operator, as permitted by CEMC 17.16.030</i>	CEMC 17.16		
	B J M	Multiple Unit Dwellings Townhouses Parks and Playgrounds Accessory buildings <i>As defined by CEMC 17.08 and permitted by CEMC 17.20.010</i>	None	CEMC 17.20		
15	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.				All proposed residential development generally adheres to the development standards within Attachment 2. The Applicant has requested minor modification to certain development standards in Attachment 2, which City staff recommends approval of.	Retain, as amended per Second Amendment: 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. All land use applications submitted on or after October 31, 2027 shall be subject to the applicable standards as set forth in Sections 3.6-3.8 of the Development Agreement, as amended by the Second Amendment.

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16	In general, all streets and alleys in the UGA shall be public. No gates, walls or other access restrictions on these public streets and alleys shall be permitted, provided that nothing in this Condition shall be interpreted to prohibit the construction of a complex of residential units on a single legal lot, such as an apartment complex, with private drives, parking, circulation, recreational facilities or other amenities available only to the residents of that particular residential development and provided further 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 a single, integrated community. Emergency service providers including the Kittitas County Sheriff's Office, the Cle Elum-Roslyn-So. Cle Elum Police Department, the City of Cle Elum Public Works Director, ambulance service providers and the Office of the City Clerk shall be provided with access to the gates or security devised through uniform key pad access, lock box, master key or other similar method to allow rapid access through the device.	All streets and alleys within the current proposed phases of development are proposed to be public. City staff will evaluate compliance of future phases/applications. The condition references the Bullfrog Subarea Plan, which is no longer part of the City's planning documents.	Retain, with amendment to omit reference to the Bullfrog Subarea Plan: In general, all streets and alleys in the UGA shall be public. No gates, walls or other access restrictions on these public streets and alleys shall be permitted, provided that nothing in this Condition shall be interpreted to 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 other 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 objective to create a 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. Emergency service providers including the Kittitas County Sheriff's Office, the Cle Elum-Roslyn-So. Cle Elum Police Department, the City of Cle Elum Public Works Director, ambulance service providers and the Office of the City Clerk shall be provided with access to the gates or security devised through uniform key pad access, lock box, master key or other similar method to allow rapid access through the device.
BUSINESS/OFFICE PARK USES			
17	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.	No business park parcel development or commercial uses are proposed in this application, and thus compliance with this condition will be reviewed when business park parcel applications are submitted.	Retain.
18	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	No business park parcel development or commercial uses are proposed in this application, and thus compliance with this condition will be reviewed when business park parcel applications are submitted.	Retain, with amendments per the Second Amendment: The Development Standards in Attachment 2 shall govern all aspects of development in the UGA addressed in those standards for all complete land use applications submitted by October 30, 2027. All land use applications submitted on or after October 31, 2027 shall be subject to the applicable standards as set forth in Sections 3.6-3.8 of the Development Agreement, as amended by the Second Amendment.
AFFORDABLE HOUSING MITIGATION			
19	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.	The Master Plat identifies 7.5 acres in Phase A for future affordable housing development. The applicant has requested the option to develop and construct the affordable housing units itself, rather than conveying the acreage. Staff has proposed a deadline for compliance with this affordable housing condition as one of the terms of an amendment to the Development Agreement to extend the term until 2037.	Retain, as amended per Second Amendment: 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. As an alternative to conveyance of acreage, developer may choose to develop and construct the affordable housing units consistent with the requirements of Condition 19. Compliance with this condition, and with Section 1.3.3 of the Development Agreement, as amended by the Second Amendment, are conditions precedent to the developer receiving an extension of the Development Agreement's term to October 30, 2032 and an extension to October 30, 2037.
19A	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 minimum number of units before this Condition is deemed satisfied.	The affordable housing parcel shown on the Master Plat satisfies these useable acreage requirements.	Retain.
19B	Preferably the total 7.5 acres should be in more than a single parcel, to help disperse the affordable housing units.	All 7.5 acres are in one parcel to make conveyance and construction easier for future development.	Revise to reflect the applicant's proposal, which is acceptable to the City: The total 7.5 acres may be in a single parcel, to aid the conveyance and construction of the affordable housing units.
19C	Developer shall also be responsible for construction of access, water and sewer, consistent with the Development Standards, up to the parcel boundary(ies), as with every other parcel in the Master Plat.	The applicant's materials stated, "The Developer of affordable housing shall comply with this requirement." However,	Retain.

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		the condition requires the applicant, as the master developer, to construct access, water, and sewer. City staff will assess compliance with this condition in future applications.	
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.	City staff will implement or assess compliance if a future conveyance to the City occurs.	Retain .
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 th residential housing unit.	Staff has proposed a deadline for compliance with this affordable housing condition as one of the terms of an amendment to the Development Agreement to extend the term until 2032. In lieu of requiring conveyance of acreage or development of the affordable housing units prior to final plat approval, conveyance or development is required by October 30, 2027.	Retain, as amended as set forth in Second Amendment: As set forth in Section 1.3.3 of the Development Agreement, as amended by the Second Amendment Developer shall convey the acreage for affordable housing to the City or other public or non-profit entity approved by the City as provided in Condition 19, or in the alternative, shall commit to developing and constructing the affordable housing units consistent with the requirements of Condition 19, by October 30, 2027.
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.	Existing City water rights will accommodate low income housing units, and any payments will be coordinated by the City.	Retain, with amendment to reflect Developer's option to develop and construct the affordable housing units itself or to convey the land: If Developer chooses to convey the acreage for affordable housing to the City or other public or non-profit entity approved by the City, 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. If Developer chooses to develop and construct the affordable housing units, Developer shall be responsible or 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.
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.	Applicant has stated, "All 150 apartment units within Phase B will be rental units." At the time of submittal for Phase B, a recorded covenant will be required or a request for a Major or Minor modification may be submitted.	Retain.
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 MountainStar Resort.	This condition was imposed when Trendwest was the master developer of both the UGA development as well as the MountainStar Master Planned Resort ("MPR") development in Kittitas County. The current applicant, Bullfrog Flats, generally constructs what is referred to as "middle housing," which includes urban density housing of various types that is more affordable to moderate income households. The applicant's for-sale residential units generally fall in the \$400,000-\$600,000 range. Other condition in the DA relating to affordable housing and rental housing provide some mechanisms for housing affordability. Bullfrog Flats is not the developer of or otherwise affiliated with the MPR	This condition should be marked as not applicable.

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		development. As the nexus with the MPR development no longer exists, City staff recommends identifying Conditions 21, 21A, and 21B as not applicable.	
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.	See above.	Mark as not applicable.
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.	See above.	Mark as not applicable.
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.	Retain.
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.	The RIDGE Settlement Agreement was invalidated by court order; therefore any references to the agreement should be deleted. (<i>See Ridge v. Suncadia, LLC et al.</i> , Kittitas County Superior Court No. 09-2-006-22-1, Order Granting Defendants' Motion for Summary Judgment, filed May 21, 2013).	Retain, with amendments to delete references to RIDGE settlement Agreement: Developer shall actively recruit and hire from and contract with the existing local labor pool to minimize in-migration employment and associated housing impacts.
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.	Data from Zillow on October, 2024 home sales in Cle Elum indicates sales prices ranging from \$375,000 to \$1.3 million, with a median of \$850,000. The applicant's for-sale residential units are expected to generally fall below the then-current median range.	Retain.
23	Temporary Recreational Vehicle park.	No temporary RV park is proposed. Should applicant like to provide this use during a later phase, applicant would be required to meet all applicable standards.	Retain.
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 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.	No temporary RV park is proposed. Should applicant like to provide this use during a later phase, applicant would be required to meet all applicable standards.	Retain, with updated reference to "Developer" in lieu of "Trendwest": Developer 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 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. Should applicant like to provide this use during a later phase, applicant would be required to meet all applicable standards.	Retain.

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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. Should applicant like to provide this use during a later phase, applicant would be required to meet all applicable standards.	Retain .
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. Should applicant like to provide this use during a later phase, applicant would be required to meet all applicable standards.	Retain.
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.	Mark as completed.
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.	Mark as completed.
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").	<p>This condition has been satisfied – the Cle Elum River Corridor has been set aside as Open Space and use and management are governed by the Cooperative Agreement and a recorded conservation easement.</p> <p>The RIDGE Settlement Agreement has been invalidated by court order, and references to that agreement should be deleted.</p>	<p>Retain, with amendment to delete reference to RIDGE Settlement Agreement:</p> <p>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").</p>
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 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.	See above.	<p>Retain, with amendments to delete references to RIDGE Settlement Agreement:</p> <p>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 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 space, limitations on structures, motorized vehicles, domestic animal use, and human use will be less restrictive than in the Natural Open Space.</p>
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.	See above.	<p>Retain, with amendments to delete references to RIDGE Settlement Agreement:</p> <p>While the City is not a party to the Cooperative 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.</p>

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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.	The Record of Survey/Boundary Line Adjustment Bullfrog Flats sheets show the buffer at the required locations, though not in separate tracts. The applicant has informed the City that prior to hearing, it will provide revised application materials reflecting the buffers in separate tracts. City staff will review and assess compliance prior to hearing.	Retain.
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.	Phases J, S-1 and S-2 do not abut I-90, and thus this condition does not apply to those preliminary plats. This condition language should be carried forward.	Retain, with amendment to delete reference to RIDGE Settlement Agreement: 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. The language of the easement shall be reviewed and approved by the City prior to recording.
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.	The Record of Survey/Boundary Line Adjustment Bullfrog Flats sheets show the buffer at the required locations, though not in separate tracts. The applicant has informed the City that prior to hearing, it will provide revised application materials reflecting the buffers in separate tracts. City staff will review and assess compliance prior to hearing.	Retain.
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 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.	Phases J, S-1 and S-2 do not include this buffer, and thus this condition does not apply to those preliminary plats. This condition language should be carried forward.	Retain, with amendment to delete reference to RIDGE Settlement Agreement: 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. 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.	The Record of Survey/Boundary Line Adjustment Bullfrog Flats sheets show the buffer at the required locations, though not in separate tracts. The applicant has informed the City that prior to hearing, it will provide revised application materials reflecting the buffers in separate tracts. City staff will review and assess compliance prior to hearing.	Retain.

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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. 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.	Phases J, S-1 and S-2 do not include this buffer, and thus this condition does not apply to those preliminary plats. This condition language should be carried forward.	Retain, with amendment to delete reference to RIDGE Settlement Agreement: 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. The language of the easement shall be reviewed and approved by the City prior to recording.
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.	The referenced open space area is included in and subject to the use limitations of the Cooperative Agreement.	Retain, with amendment to delete reference to RIDGE Settlement Agreement: All areas shown as open space on Attachment 1 shall be subject to the use limitations and management requirements of the Cooperative Agreement.
31	Internal buffers between land uses, other than the buffers addressed in Conditions 26-30, have been addressed in Condition 6.	Acknowledged.	Retain
BULLFROG/1-90 INTERCHANGE			
32	The portion of the property located in the NE quadrant of the Bullfrog Road/I-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.	The I-90/Bullfrog interchange area is not included in the area proposed for development. The RIDGE Settlement agreement is no longer in effect, therefore, any references to the Settlement Agreement shall not be carried forward.	Retain, with amendment to delete reference to RIDGE Settlement Agreement: The portion of the property located in the NE quadrant of the Bullfrog Road/I-90 interchange shall be kept in undeveloped open space uses consistent with the purposes identified for setting aside these open space areas in 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 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.
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.	Retain.
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.	The commercial portion of the UGA is not part of the first three residential phases currently proposed for development. This limitation on uses in the commercial area will be carried forward as a condition in the Master Plat. Any requested change to this requirement could require a major or minor modification at the time of such request.	Retain.
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.	Sign permits shall be required prior to any construction of signage for the development and meet the standards of this condition.	Retain.
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.	Sign permits shall be required prior to any construction of signage for the development and meet the standards of this condition.	Retain.
LIGHTING			

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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.	<p>Attachment 2 contains certain requirements relating to lighting, but it does not contain the requirements of the Dark Skies Association Handbook's E-1 criteria, the Illuminating Engineering Society, and the Washington State Department of Transportation Lighting Criteria. The references to these criteria are out of date, and City staff and the applicant have not been able to identify these requirements.</p> <p>A lighting plan shall be submitted with Final Plats, consistent with the requirements outlined in Attachment 2 as well as the City's lighting standards. These requirements are imposed as a condition on the plat approvals for Phases S-1, S-2, and J.</p>	<p>Retain, with revisions to reflect the fact that the referenced criteria are out-of-date and are not set forth in Attachment 2:</p> <p>All lighting for development within the UGA shall meet the lighting requirements set forth in Attachment 2, as well as the City's lighting standards.</p>
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:	<p>The dedication of 12 acres for a community park facility has occurred, as required under this condition.</p> <p>In lieu of providing the recreational facility contributions identified in Condition 38, the City and Bullfrog Flats' predecessor-in-interest entered into the Recreational Parcel Agreement dated January 8, 2021, which obligates the developer to make certain monetary contributions for the recreational facilities. The remaining obligations under that agreement shall be assigned to Bullfrog Flats. Under the agreement, the City agreed to forbear from taking any legal action related to Condition 38 so long as the obligations under the agreement are satisfied.</p> <p>City staff recommends revising Condition 38 to reference and incorporate the Recreational Parcel Agreement.</p>	<p>Replace Condition 38, including subsections A-C, with the following:</p> <p>Pursuant to the Recreational Parcel Agreement dated January 8, 2021, Bullfrog Flats or its successor-in-interest shall make certain monetary contributions for recreational facilities. Under the agreement, so long as the obligations under the agreement are satisfied, the City shall forbear from taking any legal action related to Condition 38 of the 2002 Development Agreement. In the event that Bullfrog Flats or its successor-in-interest fail to satisfy any obligations under the Recreational Parcel Agreement, the City reserves all rights and remedies related to the original Condition 38 of the 2002 Development Agreement.</p> <p>The City acknowledges that the only monetary obligation remaining is the Third Monetary Obligation set forth in paragraph 4 of the Recreation Parcel Agreement. Upon payment of the Third Monetary Obligation, Condition 38 will be fully satisfied.</p>
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 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.	See above.	Replaced by Condition 38.
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.	See above.	Replaced by Condition 38.
38C	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	See above.	Replaced by Condition 38.

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	<p>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. 		
39	<p>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 .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.</p>	<p>Pocket parks are proposed throughout the development and total roughly 7.5 acres. Each phase has at least one of these pocket parks. The proposed parks meet or exceed the 0.25-0.5 ac size standard.</p> <p>The applicant has requested a minor modification to this condition to allow the pocket parks to be privately owned and maintained by the homeowners' association. City staff recommends approval of this modification request.</p>	<p>Retain, with amendments to reflect minor modification:</p> <p>Developer shall construct pocket/mini parks with a size range of .25-to-.5-acre each that meet a total standard of .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 construct a minimum of 1.56 acres of mini-parks. These parks shall be privately owned, maintained, and managed. 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.</p>
40	<p>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:</p>	<p>A large public park is proposed near the center of the development. The approved master site plan shows a man-made private lake, and the applicant has requested a minor modification to replace the lake with public recreational amenities, with the specific amenities to be determined later. City staff recommends approval of this modification request.</p> <p>During review of future phases, applicant will be required to meet all conditions as outlined or submit a major or minor modification.</p>	<p>Replace with a new condition reflecting the applicant's minor modification request and proposal:</p> <p>Developer shall construct a public neighborhood park and public recreational amenities as shown on the approved Master Plat. The specific design and amenities for the neighborhood park shall be determined with input from the City.</p>
40A	<p>6-10 parking spaces, which may be located on street if the Road Standards for the street adjacent to this park can accommodate parking.</p>	<p>Parking spacing and design will be addressed when development is proposed.</p>	<p>Retain, with amendment to reflect that amenities and design (including parking) will be determine in the future:</p> <p>A minimum of 6-10 parking spaces, which may be located on street if the Road Standards for the street adjacent to this park can accommodate parking.</p>

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40B	A public trail adjacent to the lake.	The lake amenity is no longer proposed, and alternative trail locations (or alternative amenities) may be proposed. Recommend Deletion of this condition.	Mark as not applicable.
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.	The lake amenity is no longer proposed, and alternative amenities may be proposed. Recommend deletion of this condition.	Mark as not applicable.
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.	The lake amenity is no longer proposed, and alternative amenities may be proposed. Recommend deletion of this condition.	Mark as not applicable.
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.	Future submissions for this parcel will be evaluated for consistency at the time of review.	Retain, with updated Code reference: 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 for Site and Design Review in CEMC 14.30.
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.	Trail connections to Phase S-1 and S-2 are shown on the plat plans. These connections are consistent with the master plat. There are no planned trails within Phase J.	Retain.
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. 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.	The proposed development includes a comprehensive mixed trail network, incorporating gravel, paved, and equestrian trails, to provide uninterrupted bicycle and pedestrian connections between residential areas, the business park, the community center, the school, and the City of Cle Elum. Phases S-1, S-2, and J will deliver these trails in alignment with the project's phased development plan. Equestrian trails are separated from pedestrian and bicycle paths.	Retain.
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 connections are shown for Phase S-1 and S-2. There are no trails planned for Phase J. Currently the connections are shown in separate tracts. Developer will need to show City easements across tracts prior to final plat approval.	Retain.
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.		Retain, with revision to reflect the fact that the pocket/mini parks addressed in Condition 39 are proposed to be privately owned and operated: All of the public parks and recreation facilities described in Conditions 38 and 40-43 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.
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.	A copy of the Cooperative Agreement is in the City record, and the portion of the UGA to which is applies is designated as open space	Retain, as amended to delete reference to RIDGE Settlement Agreement: Developer shall comply with all of the requirements for fish and wildlife mitigation contained in the Cooperative Agreement

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		in the Master Plat. The RIDGE Settlement agreement is no longer in effect, therefore, any references to the Settlement Agreement shall not be carried forward.	that apply to the UGA property.
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.	Compliance will be reviewed with clearing & grading permits.	Retain.
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.	Retain, with updated reference to the Kittitas Conservation Trust: In consultation with the Kittitas 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.
48	Developer shall comply with federal and State laws applicable to threatened or endangered species.	Acknowledged.	Retain.
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.	Ecology has issued the 2024 Stormwater Management Manual for Eastern Washington. City staff recommends amending the condition to refer to the current stormwater manual and current stormwater requirements. The developer has agreed to comply with the current DOE Manual requirements. A Master Drainage Plan and a stormwater report for each phase the proposed plat has been provided. Each drainage report complies with the 2024 DOE Manual and also includes sections of the Spine Road and undeveloped areas associated with the plat phase.	Retain, with amendment to reference current stormwater manual: All construction and development activity within the UGA shall comply with the current Washington Department of Ecology Stormwater Management Manual for Eastern Washington.
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.	Retain.
50A	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.	The Master Drainage Plan provided, along with the individual plat phase Stormwater Reports, meet the requirements of this condition except the Stormwater Pollution Prevention Plant (SWPPP) is yet to be provided. Applicant shall provide the SWPPP for approval prior to plat approval.	Retain.
50B	Without limiting the requirements of the DOE Manual, the Master Drainage Plan submittal shall include the following: 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	The Master Drainage Plan provided, along with the individual plat phase Stormwater Reports, meet the requirements of this condition.	Retain.

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	<p>individual development area and/or subsidiary plat;</p> <p>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;</p> <p>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;</p> <p>v. Designs for drainage facilities that will not be located within subsidiary plats;</p> <p>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> <p>Vii. Explanation of proposed ownership of drainage facilities.</p>		
50C	Development within stormwater management zone A shall provide water quality treatment prior to infiltration, as described in Appendix A to the Final EIS.	The Master Drainage Plan provided, along with individual plat phase Stormwater Reports, meet the requirements of this condition.	Retain.
51	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.	The Master Drainage Plan provided, along with individual plat phase Stormwater Reports, meet the requirements of this condition.	Retain.
52	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 Washington. This information shall be reviewed and approved by the City prior to commencement of any clearing or grading activity that disturbs the soil.	Temporary Erosion and Sedimentation Control (TESC) plans were provided for each phase as part of the clearing and grading permit application. An Ecology NPDES permit for construction must be in place prior to the start of construction. The final TESC plans will be included as part of the NPDES permit approved by Ecology. City to ensure TESC plans are followed and consistent with issued NPDES permit.	Retain, with amendment to reference current stormwater manual: 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 current Washington Department of Ecology Stormwater Management Manual for Eastern 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. The monitoring and reporting obligations are incorporated as master plat conditions.	Retain.
53A	<p>The following information shall be submitted by the City and on an annual basis:</p> <p>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.</p> <p>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.</p> <p>iii. A description of any deviations from the Master Drainage Plan proposed in the upcoming year.</p> <p>iv. A listing of best management practices employed during the previous year for both construction and post- construction development activity. Include an assessment of the appropriateness of the implemented best management practices.</p> <p>v. Maintenance activities performed during the preceding year on private stormwater treatment and runoff control facilities.</p>	Acknowledged.	Retain.
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	Acknowledged.	Retain.

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	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.		
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.	Stormwater infiltration facilities for Phases S-1, S-2, and J have been sited away from steep slopes. 25' wide setbacks (buffers) to steep slope areas are shown on the plans.	Retain, with amendments to delete reference to lake amenity: 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.
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 slope if a geotechnical report demonstrates that such work will not adversely affect slope stability.	<p>The plat roads are designed to exclude designated steep slope areas. 25' wide setbacks (buffers) to steep slopes are shown on the plans. There are no trails shown incorporated into Phase J. A 6' wide trail traverses along the southern boundary of Phase S-2 placed within the 25' steep slope setback. One 6' wide trail extends perpendicular from the south side of Phase S-2 across steep slopes to a future connection to a trail that connects Phase S-1. The disturbance to trees can be kept to a minimum for just the trail construction.</p> <p>The original condition references standards that are different from the standards contained in the City's current code provisions regarding geologically hazardous areas. To maintain compliance with the current version of the Code, City staff recommends replacing this condition with a reference to the current code.</p>	<p>Replace with condition referencing the current City code regarding geologically hazardous areas:</p> <p>Development of the site on or adjacent to steep slopes shall be consistent with the requirements of the City's code provisions regarding geologically hazardous areas, contained in CEMC 18.01.070 E or as amended.</p>
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 fill, 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.	<p>Currently no fill is shown on slopes with existing slopes greater than 25 percent.</p> <p>As with the prior condition, the original condition references standards that are different from the standards contained in the City's current code provisions regarding geologically hazardous areas.</p>	Mark as not applicable – this condition is replaced and superseded by the previous condition requiring compliance with City code regarding geologically hazardous areas.
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.	City to confirm conveyance of stormwater facilities to the City upon final acceptance of the constructed project.	Retain.
58	No construction on the UGA property shall use gravel or other construction materials from the floodplain of the Cle Elum River.	Compliance will remain an ongoing requirement throughout all phases of development, including but not limited to initial, interim, and final submittals.	Retain.
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	Compliance will remain an ongoing requirement throughout all phases of development, including but not limited to initial, interim, and final submittals.	Retain.

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	included on all construction permit approvals issued by the City or the County for construction within the UGA.		
60	No wood-burning stoves shall be permitted within the UGA. Gas fireplaces and stoves are permitted.	Acknowledged.	Retain.
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).	RIDGE Settlement agreement is no longer in effect, therefore, any references to the Settlement Agreement shall not be carried forward.	Retain, as amended: Land-clearing debris shall be disposed of consistent with the priorities for such disposal established in any applicable provisions of the Kittitas County Solid Waste Management Plan, including the Trendwest MPR and UGA amendment(s).
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.	Water right transfers shall be completed prior to certificate of occupancy or final plat inspection, and are required as a condition of the preliminary plat approvals for Phases S-1, S-2, and J. Water rights may be transferred in phases such that the water rights amounts exceed plat projection demands, both instantaneous and annual.	Retain.
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.	Compliance will remain an ongoing requirement throughout all phases of development, including but not limited to initial, interim, and final submittals.	Retain.
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, 2001.	Construction of the improvements identified in the Water Supply System Project Development Agreement has been completed and paid for. The water service connection charges include a capital reimbursement charge to reimburse Suncadia for share of these costs, as discussed in Condition 68. The proposed Water System Mitigation Agreement will address ongoing water system expansion needs, scope and applicant responsibilities. Execution of the Water System Mitigation Agreement is required as a condition of the Master Plat and final plat approval for each Parcel J, S-1 and S-2.	Retain.
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.	As a condition of final plat approval, the Applicant shall convey water rights to the city, sufficient to meet water supply requirements for the number of residential units in Phase J, S-1 and S-2.	Retain.
66	Drought year mitigation shall be as provided in the Agreement Regarding Water Supply noted above.	The Agreement Relating to Water Supply for Bullfrog Flats UGA includes provisions for times of water availability storage. The first provision is reducing or terminating water use to golf courses. The current master plan as submitted does not include any golf courses.	Retain.

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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.	As a condition of final plat approval, the Applicant shall convey water rights to the city, sufficient to meet water supply requirements for the number of residential units in Phase J, S-1 and S-2.	Retain.
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.	Utility connection charges, including any and all capital reimbursement charges, as set forth in the Cle Elum Municipal Code, shall be paid to the City at the time of building permit issuance. Additionally, the proposed Water System Mitigation Agreement addresses ongoing water system expansion needs, scope and applicant responsibilities. Execution of the Water System Mitigation Agreement is required as a condition of the Master Plat and final plat approval for each Parcel J, S-1 and S-2.	Retain.
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.	<p>An existing zone 3 reservoir has been constructed, and therefore the original condition has been completed. The proposed Water System Mitigation Agreement addressed ongoing water system expansion needs, and scope. One expansion need is a new zone 3 reservoir to serve the Bullfrog UGA and other development in zone 3, which shall match the overflow elevation of the existing zone 3 reservoir. Execution of the Water System Mitigation Agreement is required as a condition of the Master Plat and final plat approval for each Parcel J, S-1 and S-2.</p> <p>City staff recommends deleting this condition and replacing it with a new condition referencing the Water System Mitigation Agreement.</p>	<p>Replace with the following condition:</p> <p>Compliance with the to be executed Agreement for Mitigation and Monitoring of Water Impacts Associated with the Bullfrog UGA Development shall satisfy Developer's obligation to mitigate impacts on the City's Water Supply System for the Bullfrog UGA development as approved in the 2002 Development Agreement.</p>
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.	The City has reviewed the proposed potable water distribution system layout and pipe sizing of the master plan plat with associated demands, and verified it meets current fire flow requirements.	Retain.
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.	This condition has been satisfied.	Mark condition as completed.
72	Developer shall revise application Figure B.7.1. to indicate a gravity sewer line from the water treatment plant.	This condition is no longer relevant as the water treatment plant has already been constructed.	Mark condition as completed.
NOISE			
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.	Compliance will remain an ongoing requirement throughout all phases of development, including but not limited to initial, interim, and final submittals.	Retain.

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74	All construction equipment shall have adequate mufflers, intake silencers, and engine closures to minimize construction equipment noise.	Compliance will remain an ongoing requirement throughout all phases of development, including but not limited to initial, interim, and final submittals.	Retain.
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.	Compliance will remain an ongoing requirement throughout all phases of development, including but not limited to initial, interim, and final submittals.	Retain.
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.	Future submissions for the business park will be evaluated for consistency at the time of review. Future analysis of compliance with federal noise standards (“hot spot analysis”) may be necessary if federal funds are used for project-related road improvements	Retain.
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.	The Master Plat designates Parcel P as a 10+ acre area reserved for potential cemetery expansion, thereby satisfying the requirements of this condition.	Retain.
78	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. 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.	Future submissions for the business park will be evaluated for consistency at the time of review.	Retain.
SCHOOLS			
79*	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. ALSO SEE CONDITION #99 FOR SCHOOL MITIGATION REQUIREMENTS	This condition has been completed and the development is no longer subject to this condition. City staff recommends deletion of this condition.	Mark as completed.
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.	This condition has been satisfied with the Cooperative Agreement. The Cle Elum River corridor open space has been designated open space on the master plat. RIDGE Settlement agreement is no longer in effect, therefore, any references to the Settlement Agreement shall not be carried forward.	Retain, as amended: 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 shall be permitted in this open space area.

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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. The City has given the Yakama Nation (and other specified tribes) notice and opportunity to comment on Bullfrog Flats' applications, consistent with City code.	Retain.
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. This condition will be included as a plat condition and a condition of all future clearing and grading permits.	Retain.
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. Compliance will remain an ongoing requirement throughout all phases of development, including but not limited to initial, interim, and final submittals.	Retain.
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.	The Master Plat demonstrates compliance with these access limitations. The Transportation Mitigation Agreement addresses Kittitas County and WSDOT coordination for design and construction with those jurisdictions' rights of way.	Retain.
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 apace different than that assumed in the FEIS analysis, the	City staff and the applicant have discussed updated monitoring and mitigation agreements and conditions to address potential transportation impacts and reflects the fact that certain improvements have been completed. Execution of the Transportation Mitigation Agreement will be required as a condition of the Master Plat and final plat approval for Phases S-1,	Replace with the following: Compliance with the to be executed Agreement for Mitigation and Monitoring of Transportation Impacts Associated with the Bullfrog UGA Development shall satisfy Developer's obligation to mitigate transportation impacts for the Bullfrog UGA development as approved in the 2002 Development Agreement.

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	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.	S-2, and J. City staff recommends replacing Condition Nos. 85-89 and 91-92 with a condition incorporating the Transportation Mitigation Agreement.	
85A	Traffic Signal at First and South Cle Elum Way in year 5.	See above.	Mark as replaced by Condition 85.
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.	See above.	Mark as replaced by Condition 85.
85C	Traffic Signal at SR 903 and Bullfrog Road in year 5.	See above.	Mark as replaced by Condition 85.
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.	A roundabout at this intersection is included in the Transportation Mitigation Agreement.	Mark as replaced by Condition 85.
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.	See above.	Mark as replaced by Condition 85.
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.	See above.	Mark as replaced by Condition 85.
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.	See above.	Mark as replaced by Condition 85.
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:	Pro rata share is addressed in the Transportation Mitigation Agreement.	Mark as replaced by Condition 85.
86A	Base Year Traffic shall be determined at the individual intersection or road segment that needs mitigation, using the 2000 monitoring report data.	See above.	Mark as replaced by Condition 85.
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	See above.	Mark as replaced by Condition 85.

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	into the model that was prepared for the UGA EIS.		
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.	See above.	Mark as replaced by Condition 85.
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.	See above.	Mark as replaced by Condition 85.
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.	See above.	Mark as replaced by Condition 85.
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.	See above.	Mark as replaced by Condition 85.
88	Calculation and collection of proportionate shares shall be coordinated with applicable conditions of County's MPR approval.	See above.	Mark as replaced by Condition 85.
89	Transportation Improvements.	See above.	Mark as replaced by Condition 85.
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. 	See above.	Mark as replaced by Condition 85.
89B	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.	See above.	Mark as replaced by Condition 85.

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90	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.	Acknowledged.	Retain.
91	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.	This condition is no longer relevant as the MPR development has been completed.	Mark as not applicable.
92	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 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:	Future traffic monitoring is addressed in the Transportation Mitigation Agreement.	Mark as replaced by Condition 85.
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,	See above.	Mark as replaced by Condition 85.
92B	To establish a growth rate for background traffic,	See above.	Mark as replaced by Condition 85.
92C	To separate MPR, UGA and background traffic from the total traffic volumes,	See above.	Mark as replaced by Condition 85.
92D	To identify unforeseen potential traffic impacts,	See above.	Mark as replaced by Condition 85.
92E	To establish a mechanism for determining when transportation improvements need to be in place.	See above.	Mark as replaced by Condition 85.
92	<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>	See above.	Mark as replaced by Condition 85.

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	<p>Mechanical Tube Count Locations (capable of providing <u>15 minute</u> interval data)</p> <p>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 Road I-90 WB off-ramp at Bullfrog Road Road 1-90 WB on-ramp at Bullfrog Road 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) I-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)</p> <p>*Indicates locations that will be monitored the week of Labor Day to document the effects of traffic generated by the school.</p> <p><u>Intersections (Manual Turning Movement Counts)</u></p> <p>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</p>		
93	<p>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.</p>	<p>Future submissions for the business park will be evaluated for consistency at the time of review.</p>	<p>Retain.</p>
94	<p>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 I-90 Bullfrog Westbound On Ramp and present this information to WSDOT as necessary to support revisions to the weigh station exit/on ramp configuration.</p>	<p>Acknowledged.</p>	<p>Retain.</p>

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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;	<p>Acknowledged. The 2025 SEPA Addendum includes an updated analysis of fiscal impacts that incorporated the costs identified below, at the identified levels of service or higher (resulting in a more conservative analysis). The analysis indicates the proposal will generate annual and cumulative fiscal surpluses to the City (i.e., tax revenues greater than costs of service) that is projected to be more than sufficient to address estimated City costs for services.</p> <p>The updated fiscal monitoring and shortfall approach, set forth in Condition 98, will require a verification and re-look of the fiscal analysis at regular intervals to ensure that fiscal shortfalls are identified and mitigated, if a shortfall occurs.</p>	Retain.
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).	See above.	Retain.
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.	<p>See above.</p> <p>The proposed Second Amendment to the 2002 Development Agreement amends the vesting provisions for applications submitted after October 30, 2027 (the current expiration date). The proposed amended condition language reflects the amended vesting provisions.</p>	<p>Retain, as amended per the Second Amendment.</p> <p>For all complete land use applications submitted by October 30, 2027, 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. <p>All land use applications submitted on or after October 31, 2027 shall be subject to the applicable standards as set forth in Sections 3.6-3.8 of the Development Agreement, as amended by the Second Amendment.</p>
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	<p>See above.</p> <p>Funding for a full-time fire chief and the remodel of the fire station are provided under current conditions and need not be provided by the developer, so the associated clauses may be marked not</p>	<p>Retain, as amended per Second Amendment:</p> <p>For all complete land use applications submitted by October 30, 2027, Fire Protection Mitigation shall include in fiscal shortfall accounting, unless otherwise indicated, the following costs for personnel equipment and facilities at the thresholds indicated:</p> <ul style="list-style-type: none">i. [Not applicable] The cost to repay \$600,000 in general obligation bonds issued by the City to

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	<p>commences.</p> <p>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 of ten minutes to the call location 90 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.</p> <p>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.</p> <p>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 level of service, then " Developer will fund through the shortfall account one fully-trained full- time firefighter.</p> <p>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.</p> <p>vii. The costs associated with the training, firefighter clothing, and equipment for each volunteer or full-time firefighter as they are added.</p> <p>viii. \$20,000 toward the price of a brush truck/rescue vehicle when construction commences.</p> <p>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.</p>	<p>applicable in the condition.</p>	<p>use with matching grant funds to remodel the main fire/ambulance station.</p> <p>ii. [Not applicable] One-half of the funding for a full-time fire chief starting in the year construction commences.</p> <p>iii. Developer will provide one (1) fully trained firefighter at each of the following increments of development: (a) the commencement of construction as provided for in subsection iv below; (b) when construction commences on any residential units in excess of 33 percent of development; and (c) when construction commences on any residential units in excess of 60 percent of development. Provided that the City's fire chief may determine, at his/her sole discretion, that the developer may substitute 2 new fully trained volunteer firefighters available to respond to calls and meet the city's level of service response time. Response times will be monitored by the City to verify the level of service.</p> <p>iv. To address Developer's obligation to provide one fully trained firefighter at the commencement of construction, Developer shall make a one-time payment of \$100,000 to the City for the cost of a fully trained firefighter (based on the assumptions regarding annual salary, benefits, training, equipment, and other overhead costs set forth in the updated fiscal analysis). This payment shall be made within 30 days after the City's final decision on the Master Plat and associated applications and the expiration of applicable appeal periods, or if an appeal is filed, upon satisfactory resolution or conclusion of the appeal as shall be mutually determined by the City and Developer.</p> <p>v. 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.</p> <p>vi. The costs associated with the training, firefighter clothing, and equipment for each volunteer or full-time firefighter as they are added.</p> <p>vii. \$20,000 toward the price of tactical tender when construction commences.</p> <p>viii. 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.</p> <p>All land use applications submitted on or after October 31, 2027 shall be subject to the applicable standards as set forth in Sections 3.6-3.8 of the Development Agreement, as amended by the Second Amendment, including but not limited to level of service standards based on full-time firefighters.</p>
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> <p>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.</p> <p>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.</p> <p>iii. A front-end loader in the first winter when the City has assumed responsibility for snow removal on roads in the UGA.</p> <p>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.</p> <p>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.</p>	<p>See above.</p>	<p>Retain, as amended per Second Amendment:</p> <p>For all complete land use applications submitted by October 30, 2027, 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> <p>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.</p> <p>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.</p> <p>iii. A front-end loader in the first winter when the City has assumed responsibility for snow removal on roads in the UGA.</p> <p>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.</p> <p>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</p>

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	<p>vi. A mower in the first season when the City has assumed maintenance responsibility for park areas or landscaped areas in the UGA.</p> <p>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.</p> <p>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.</p>		<p>these pedestrian trails in the UGA.</p> <p>vi. A mower in the first season when the City has assumed maintenance responsibility for park areas or landscaped areas in the UGA.</p> <p>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.</p> <p>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.</p> <p>All land use applications submitted on or after October 31, 2027 shall be subject to the applicable standards as set forth in Sections 3.6-3.8 of the Development Agreement, as amended by the Second Amendment.</p>
95E	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.	Funding for the City Administrator and City Planning positions have been provided, so this condition may be marked as completed.	Mark as completed.
95F	Funding for an appropriate share of the general government personnel, equipment, and/or facilities based on the UGA's proportionate share of the City population as described in the FEIS fiscal appendix.	Acknowledged.	<p>Retain, with updated reference to the updated analyses in the SEIS and the 2025 EIS Addendum:</p> <p>Funding for an appropriate share of the general government personnel, equipment, and/or facilities based on the UGA's proportionate share of the City population as described in the 2020/2021 SEIS and the 2025 EIS Addendum fiscal appendix.</p>
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.	<p>Retain, with amendment to reference the current cost reimbursement agreement with Bullfrog Flats:</p> <p>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 "Agreement for Payment of Professional/Staff/Consultant Services" executed June 28, 2024 and 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).</p>
97	Capital and Operation and Maintenance costs associated with water and sewer utilities are or will be covered under separate agreements.	Outside of those improvements associated with the Water System Mitigation Agreement, capital and operation and maintenance costs associated with water and sewer utilities are included in connection charges and monthly utility rates.	Retain.
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:	<p>The updated fiscal analysis in the 2025 SEPA Addendum indicates the proposal will generate annual and cumulative fiscal surpluses to the City (i.e., tax revenues greater than costs of service) that is projected to be more than sufficient to address estimated City costs for services.</p> <p>Given these conclusions, balanced with the uncertainty in forecasting long-term fiscal impacts, the City is recommending a simplified approach to monitoring fiscal impacts and requiring a shortfall agreement if a fiscal shortfall is identified. This recommended condition replaces existing Condition 98 in the 2002 Development Agreement.</p>	<p>Replace Condition 98 and subsections A-K with the following:</p> <p>An updated fiscal analysis for the Bullfrog Flats Project is included in the 2025 EIS Addendum. It concludes that the proposed development will result in an annual and cumulative fiscal surplus to the City of Cle Elum during the study period. In recognition of the uncertainty in forecasting long-term fiscal impacts, however, the assumptions used in this analysis should be monitored, reviewed, and updated (including but not limited to assumptions regarding capital equipment, vehicles, facility upgrades, and other improvements) at the following intervals: (1) following final City action on the Bullfrog Flats application for Master Plat approval and the expiration of any applicable appeal periods; (2) following completion and occupancy of Phases S-1, S-2, and J (approximately 1/3 of total units); (3) at completion of the subsequent approximate 1/3 of planned units; and (4) 1 year following completion of the development. The City may, at its discretion, also require additional or alternative monitoring in conjunction with any extension of the Development Agreement (through October 30, 2037 or beyond) or in conjunction with any major modification to the Bullfrog UGA development approved in the 2002 Development Agreement. These updated analyses constitute the "shortfall accounting methodology" referenced in Condition 95. Monitoring, and/or an optional mitigation agreement, shall also address potential impacts to KITTCOM. This monitoring program may be performed by City staff and/or a financial consultant hired by the City, and costs shall be the responsibility of the applicant. The financial consultant or city staff will determine accounting procedures,</p>

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			<p>necessary forms and other details of the monitoring program. The revenue analysis will monitor the relevant taxes considered in the fiscal analysis, and the cost analysis will consider applicable level of service standards.</p> <p>To ensure that any unanticipated or transitory fiscal deficits are identified and mitigated, the applicant shall be required to compensate the City for any shortfall of revenues received relative to costs incurred by the City directly related to this project. In the event that any of the analyses performed under the monitoring program identifies a fiscal shortfall, prior to issuing any additional permits or approvals for any development within the UGA, the City and the applicant shall enter into an agreement that will address the applicant's obligations to make fiscal shortfall payments.</p>
98A	The City will quantify shortfalls based on actual revenues and expenditures associated with the project.	See above.	Mark as replaced by Condition 98.
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.	See above.	Mark as replaced by Condition 98.
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.	See above.	Mark as replaced by Condition 98.
98D	In setting its property tax levy amount each year, the City shall include all new construction and annexation valuations from the previous year.	See above.	Mark as replaced by Condition 98.
98E	<p>The City will allocate revenues and expenditures between the existing City and the UGA as follows:</p> <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 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	See above.	Mark as replaced by Condition 98.

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>		
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	<p>transfer calculations used at the City of Snoqualmie. A similar format will be used in Cle Elum.</p> <p>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.</p> <p>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.</p> <p>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.</p>		
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> <p>i. Line 1 - Beginning cash balance in the UGA Fund.</p> <p>ii. Line 2 - Reven e deposits as described above</p> <p>iii. Line 3 - Developer payments during the prior month</p> <p>iv. Line 4 - Total cash available</p> <p>v. Line 5 - Payments to consultants. These are payments to consultants made in the current accounting month for work done the month prior</p> <p>vi. Line 6 - Interfund expense transfers. These are expenditures budgeted in another fund but payable by the UGA Fund</p> <p>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.</p> <p>viii. Line 8 - Subtotal of expenditures</p>	See above.	Mark as replaced by Condition 98.

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	<p>ix. Line 9 - Ending cash balance</p> <p>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</p> <p>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 sbal be paid, etc.</p> <p>xii. Line 12 - Developer transfer payment. This is equal to the required ending balance line 11 minus the actual ending balance, line 9.</p> <p>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.</p>		
98G	<p>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 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> <p>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.</p> <p>ii. The costs of this panel, if needed, will be considered a UGA expense and included as an expenditure in the UGA Fund.</p>	See above.	Mark as replaced by Condition 98.
98H	<p>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.</p>	See above.	Mark as replaced by Condition 98.
98A	<p>The City will quantify shortfalls based on actual revenues and expenditures associated with the project</p>	See above.	Mark as replaced by Condition 98.
98I	<p>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.</p>	See above.	Mark as replaced by Condition 98.
98J	<p>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.</p>	See above.	Mark as replaced by Condition 98.

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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.	See above.	Mark as replaced by Condition 98.
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 satisfied, and the condition may be marked as completed	Mark as completed.
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 satisfied, and the condition may be marked as completed.	Mark as completed.
101	Per call costs associated with Kittcomm Services shall be tracked and included in shortfall mitigation accounting procedures.	Acknowledged. The amended Condition 98 requires consideration of potential impacts to KITTCOM and will identify an appropriate metric for tracking	Mark as replaced by Condition 98.
102	The City and the Developer acknowledge that grants or other sources of public funding should be applied first to the City share of public facility or service obligation and then, if there is any excess beyond the City share, to Developer's share.	Acknowledged. The Transportation Mitigation Agreement and Water System Mitigation Agreement contain specific provisions regarding grants and other sources of public funding, which should be referenced for clarity.	Retain, with amendment to reference Transportation and Water System Mitigation Agreements: The City and the Developer acknowledge that grants or other sources of public funding should be applied first to the City share of public facility or service obligation and then, if there is any excess beyond the City share, to Developer's share. The Agreement for Mitigation and Monitoring of Transportation Impacts Associated with the Bullfrog UGA Development and the Agreement for Mitigation and Monitoring of Water Impacts Associated with the Bullfrog UGA Development contain separate provisions regarding grants and other sources of public funding that apply to those agreements; Condition Nos. 102-103 do not apply to those agreements.
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.	Retain.
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.	Building permits will be evaluated for consistency at the time of review.	Retain.
105	Washington Department of Natural Resources Industrial Precautions shall apply to all equipment and clearing and grading activities within the UGA until hydrants are operational.	This condition is still relevant, and compliance will be evaluated at the time of review.	Retain.
106	The land stewardship plan required by the Cooperative Agreement, including a plan for control of noxious weeds, shall apply to construction within the UGA.	Acknowledged.	Retain.
107	Land Clearing debris shall be disposed of consistent with the priorities required in Section 1.15.2 of the RIDGE Settlement Agreement.	RIDGE Settlement agreement is no longer in effect, therefore, any references to the Settlement Agreement shall not be carried forward.	Retain, with amendment to delete reference to RIDGE Settlement Agreement: Land Clearing debris shall be disposed of consistent with current standards and conditions.
108	Any emergency vehicle access other than the public rights-of-way shall be coordinated with the City of Cle Elum and Kittitas County Fire Marshall.	Acknowledged.	Retain.
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	Building permits will be evaluated for consistency at the time of review.	Retain.

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	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.		
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.	The applicant's plans for water, sewer, and stormwater facilities comply with current 2024 City Construction Standards (except for certain 2002 Construction Standards that the City and applicant have agreed will apply). The City will review and provide approval of plat civil plans to verify designs are consistent with Conditions and Development Standards. The City will inspect work as construction of City facilities proceeds ensuring same consistency.	Retain, with reference to current Construction Standards: 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 City's current Construction Standards, the 2002 Development Standards (Attachment 2), and the Site Engineering Technical Report attached as Appendix E to the FEIS. The Staff Report describes the priority of which standards apply to the applicable construction.
111	Water Supply and Treatment Mitigation Measures are covered in the separate water agreements identified in Conditions 64 and 65.	The proposed Water System Mitigation Agreement addressed ongoing water system expansion needs, scope and applicant responsibilities. Execution of the Water System Mitigation Agreement would be required as a condition of the Master Plat and final plat approval for each Parcel J, S-1 and S-2.	Retain, with reference to the Water System Mitigation Agreement: Water Supply and Treatment Mitigation Measures are covered in the separate water agreements identified in Conditions 64 and 65 and in the Agreement for Mitigation and Monitoring of Water Impacts Associated with the Bullfrog UGA Development.
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.	The Bullfrog Flats development will be served by the City of Cle Elum municipal wastewater system, regulated by the Washington State Department of Ecology. The Upper Kittitas County Regional Wastewater Treatment Plant (WWTP) is owned and operated by the City of Cle Elum. The WWTP underwent a major upgrade and expansion in 2005, which increased its capacity to also treat the flows from the communities neighboring the City of Cle Elum, including the Town of South Cle Elum, City of Roslyn, and Trendwest. The Trendwest allocation of the WWTP was distributed between the UGA Properties and the MPR Properties, with the UGA Properties being comprised of the Bullfrog Flats area. The UGA Properties allocation was transferred to the City of Cle Elum in 2006 as part of the UGA Properties annexation. There is adequate treatment capacity for the UGA development. The development remains subject to applicable capital reimbursement and connection charges and fees.	Mark as 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.	This provision will be a condition of all preliminary plats. Final plats to demonstrate necessary easements or franchises/locations for these private utilities.	Retain.

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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.	Acknowledged. Pursuant to a 2001 mitigation agreement with Kittitas County Solid Waste, Trendwest provided funding to Kittitas County that addressed the proportional impacts of the MPR and UGA projects on solid waste provided financial support for the expansion of the Cle Elum Transfer Station. These payments were completed ~July 2022 (see 2021 SEIS 3-32). This portion of the condition has been completed and may be marked as completed. Compliance with the remainder of the condition will be evaluated as part of future reviews.	Retain, with amendment to note partial completion of condition: [Completed] 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. [Ongoing] 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.
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.	The WWTP has been constructed and is owned and operated by the City of Cle Elum. There is adequate treatment capacity for the UGA development. The City does not issue Certificates of Sewer Availability. Each preliminary plat phase will be evaluated and a cumulative count of equivalent residential units (ERU) will be tracked by the City to ensure alignment with total approved, 1,334 ERUs.	Retain.
GENERAL PROVISIONS			
116	Definitions	No response needed.	
116 A	"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.	Retain, with amendment to reference the applicant: "Developer" shall mean Bullfrog Flats LLC, 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.
116 B	Plural shall include the singular and vice-versa	No response needed.	Retain.
116 C	Masculine shall include the feminine and vice-versa.	No response needed.	Retain.
116 D	UGA Property shall mean the real property described in the legal description attached to these Conditions as Attachment 14.	No response needed.	Retain.
116 E	"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.	Retain.
117	The terms of the Preannexation 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 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.	This condition has been completed and the development is no longer subject to this condition.	Mark as completed.
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	No response needed.	Retain.

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	shall mean review and recommendation by the City staff with decision by the City Council.		
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.	No response needed.	Retain, with reference to amendment of Development Agreement and to City decision: 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, as amended by the Second Amendment, and with the terms of the City's final decision on Bullfrog Flats' applications, File Nos. PMU-2024-002, BLA-2024-004, SUB-2024-001, -002, and -003.
120	This Master Site Plan Approval is based on the maximum size MPR as defined in the RIDGE Settlement Agreement. If, 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 imposed any necessary mitigation measures.	RIDGE Settlement agreement is no longer in effect. This condition is premised upon terms in that agreement and therefore may be marked as not applicable.	Mark as not applicable.