CONDITIONS OF APPROVAL, CLE ELUM UGA
BLUE FERN MASTER SITE PLAN
October 14, 2026

The following is the complete list of 130 Conditions of Approval applicable to the Cle Elum UGA Trendwest Master Site Plan, consisting of Condition Nos. 1–120 contained in the 2002 Development Agreement, together with seven additional conditions recommended by City staff and three additional conditions imposed by the Hearing Examiner as part of the 2025 Master Plat approval and approved by Resolution R-2025-008. The list has been updated to reflect the current status and applicability of each condition to the Phase P-4 Preliminary Plat and, where applicable, future phases of development.

Unless otherwise noted, the conditions remain applicable in accordance with the 2002 Development Agreement, as amended. For purposes of this exhibit, the following notations are used:

Completed – The condition has been satisfied through prior approval, dedication, construction, payment, or other required action. No additional action is required under the condition for Phase P-4.

Not Applicable to P-4 – The condition does not apply to the Phase P-4 Preliminary Plat. This designation does not mean that the condition has been satisfied or is no longer applicable to the Master Site Plan or other phases of development.

Removed – These conditions are no longer relevant to the project and were removed through Resolution R-2025-008.

Conditions without a notation remain in effect and are applicable to Phase P-4 or subsequent development, as provided by the 2002 Development Agreement, as amended through Resolution R-2025-008.

LAND USES GENERALLY

1. 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.

LAND USE SUMMARY

RESIDENTIAL USES	AREA (Acres)	QUANTITY[1] PROPOSED
Single Family Residential	167.5	810 units
Multi Family Residential	61	524 units
Low Income Housing	7.5	50[2]
Subtotal	228.5 (21.3%)	1334 units
NON-RESIDENTIAL USES:		
Public Park & Recreational Amenities	16	
Recreation Expansion (not inclusive of neighborhood pocket parks)	8	
Subtotal	24 (2.2%)	
OTHER USES		
Community Recreation Center	12	
School Expansion	38	
Cemetery Expansion	10	
Business Park	75	950,000 SF
Water Treatment Plant	12	
Reserve	112	
Subtotal	259 (29%)	
OPEN SPACE		
Undeveloped Open Space		
Buffers /	242 /	
Steep Slope Areas	197.4	
Wetland Buffers	5.5	
Powerline ROW	29	
Residential Buffers	76	
Subtotal	549.9 (51.1%)	

[1] The actual number of individual residential unit types may vary + or – 10 percent, provided the total number of residential units may not exceed the maximum 1334 permitted without amendment.
[2] The 50 low-income housing units are described in Condition 19 and do not count towards the developer limit of 1,334.

TOTAL	1,074 (100%)	1,334 units + 50 low income

Note: All required dedications of land listed as "other uses", except for the cemetery expansion site, 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.

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.

DEVELOPMENT STANDARDS

3. 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.

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.

4. 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. [**Not Applicable to P-4**] 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 tum pockets at the identified access points to the business park, or an alternative design approved by the City.

6. [**Not Applicable to P-4**] 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.

7. **[Completed]** 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

8. **[Removed]** Developer shall retain responsibility for water quality and noxious weed management in proposed lake.

9. Developer shall submit the proposed CC&R's to the City Attorney at least 60 days prior to such recording, to review for the purpose of ensuring consistency between the proposed CC&R's and these Conditions of Approval and to review for matters that may affect public ownership or public interests. The CC&R's shall not be recorded until they have been reviewed by the City Attorney, which review shall be completed within 30 days of submittal. Any objections based on inconsistency with these Conditions of Approval or any conflict with public ownership or public interest on the site shall be resolved pursuant to the 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.

11. 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.

PHASING

12. The UGA may be developed in phases, provided:

A. 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.

B. Phased infrastructure shall be designed and constructed to meet City engineering requirements for dead end streets and looped water lines.

C. 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.

D. 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.

E. [**Not Applicable to P-4**] 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.

F. 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.

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.

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:

Parcel	Permitted Uses	Conditional Uses (Requires CUP pursuant to CEMC 17.80)	Code References
P-1 P-2 P-3	• Single-Family Dwelling • Accessory Buildings • Accessory Dwelling Units	• Bed and Breakfast • Guesthouse	CEMC 17.16

P-4 S-1 S-2	• Adult Family Home & Group Home • Home Occupation • Family Day Care *All as defined by CEMC 17.08 & as permitted by CEMC 17.16.010.* • Parks and Playgrounds *Subject to Site & Design review as permitted in CEMC 17.16.020.*	*When accessory to the permanent residence of the operator, as permitted by CEMC 17.16.030*	
B J M	• Multiple Unit Dwellings • Townhouses • Parks and Playgrounds • Accessory buildings *As defined by CEMC 17.08 and permitted by CEMC 17.20.010*	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 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.

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 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, 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.

[Entire Section Not Applicable to P-4, 17-18] 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.

18. 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.

[Entire Section Not Applicable to P-4, 19-23] 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. 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.

A. 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.

B. Preferably the total 7.5 acres should be in more than a single parcel, to help disperse the affordable housing units.

C. 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.

D. 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.

E. 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.

F. 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.

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.

A. 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.

B. 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.

C. Developer shall encourage its contractors and employees to participate in volunteer activities that support affordable housing programs such as sweat equity housing programs.

D. 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.

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.

23. Temporary Recreational Vehicle park

A. 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.

B. 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.

C. 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.

D. 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.

HORSE PARK RESERVE PARCEL

24. **[Completed]** 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.

25. **[Completed]** 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.

BUFFER AND OPEN SPACE

26. **[Completed]** 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").

A. 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.

B. 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.

27. **[Ongoing]** I-90 Buffer requirement

A. **[Ongoing]** 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.

B. **[Completed]** 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. **[Ongoing]** Bullfrog Road Buffer

A. **[Ongoing]** 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.

B. **[Completed]** 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. **[Ongoing]** SR 903 Buffer

A. **[Ongoing]** 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.

B. **[Completed]** 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.

31. Internal buffers between land uses, other than the buffers addressed in Conditions 26-30, have been addressed in Condition 6.

BULLFROG / I-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 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.

RESTRICTION / LIMITATION ON RETAIL USES WITHIN THE UGA

34. **[Not Applicable to P-4]** 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.

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.

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.

LIGHTING

37. All lighting for development within the UGA shall meet the E-1 requirements of the Dark Skies Association Handbook's E-1 criteria, as further defined in Attachment 2. Roadway lighting shall meet the requirements of the Illuminating Engineering Society and Washington State Department of Transportation Lighting Criteria, also as further defined in Attachment 2.

PARKS AND TRAILS

38. 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.

The City acknowledges that the only monetary obligation remaining is the Third Monetary Obligation set forth in paragraph 4 of the Recreation Parcel Agreement.

A. **[Replaced by Condition 38]**

B. **[Replaced by Condition 38]**

C. **[Replaced by Condition 38]**

i. **[Replaced by Condition 38]**

ii. **[Replaced by Condition 38]**

iii. **[Replaced by Condition 38]**

iv. **[Replaced by Condition 38]**

v. **[Replaced by Condition 38]**

vi. **[Replaced by Condition 38]**

vii. **[Replaced by Condition 38]**

viii. **[Replaced by Condition 38]**

39. 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.

40. 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 City staff.

A. 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.

B. **[Removed]** A public trail adjacent to the lake.

C. **[Removed]** 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.

D. **[Removed]** 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.

E. 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.

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.

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.

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.*
**This condition was modified via Resolution 2025-008, pocket parks will not be dedicated to the City and will instead be maintained and owned by the HOA.*

FISH AND WILDLIFE

45. Developer shall comply with all of the requirements for fish and wildlife mitigation contained in the Cooperative Agreement 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.

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.

48. Developer shall comply with federal and State laws applicable to threatened or endangered species.

A-02

EARTH AND STORM WATER

49. 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:

A. 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.

B. 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 individual development area and/or subsidiary plat;

iii. Conceptual explanation of how stormwater from the UGA as a whole and from each individual development area and/or subsidiary plat will be handled;

iv. Description of phasing of construction of drainage facilities within the UGA as compared with timing of construction of improvements both outside of and inside subsidiary plats;

v. Designs for drainage facilities that will not be located within subsidiary plats;

vi. Explanation showing that facilities referenced in Condition 50B(v) above will be adequately sized to accommodate the stormwater that they ultimately will need to accommodate; and

vii. Explanation of proposed ownership of drainage facilities.

C. Development within stormwater management zone A shall provide water quality treatment prior to infiltration, as described in Appendix A to the Final EIS.

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.

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 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.

A. The following information shall be submitted by the City and on an annual basis:

i. A sequence of development (proposed subsidiary plats) for the upcoming year, a description of the storm drainage facilities needed to serve that development, and how those storm drainage facilities comply with and meet the requirements of the Master Drainage Plan.

ii. A description of the storm drainage facilities installed during the previous year, and how those storm drainage facilities comply with and meet the requirements of the Master Drainage Plan.

iii. A description of any deviations from the Master Drainage Plan proposed in the upcoming year.

iv. A listing of best management practices employed during the previous year for both construction and post-construction development activity. Include an assessment of the appropriateness of the implemented best management practices.

v. Maintenance activities performed during the preceding year on private stormwater treatment and runoff control facilities.

B. In addition to the monitoring information to be provided in 53(A) above, the City shall be allowed to monitor the use and effectiveness of construction and post-construction stormwater control best management practices through the City's building permit, plan review, and development approval processes. Deviations from the Master Drainage Plan, or ineffective

best management practices, will be reported to the developer. Best management practices deemed by the City to be ineffective shall not be used in the future and the Master Drainage Plan shall be revised accordingly to address storm drainage issues related to the balance of the development.

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.

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.

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.

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.

58. No construction on the UGA property shall use gravel or other construction materials from the floodplain of the Cle Elum River.

AIR

59. All construction shall follow DOE regulations for particulate emissions, including application of Best Available Control Technology, including, but not limited to, spraying disturbed areas with water when necessary to minimize dust, providing truck tire washing areas prior to exiting the construction site, and providing cover, wetting or adequate freeboard for all dump truck loads. Dust control shall be maintained after construction hours and on weekends and holidays. A designated contact person and phone number shall be provided to the City for after hour dust control issues for each phase of the project. These and similar BACT Conditions shall be included on all construction permit approvals issued by the City or the County for construction within the UGA.

60. No wood-burning stoves shall be permitted within the UGA. Gas fireplaces and stoves are permitted.

61. 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.

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.

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.

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.

66. Drought year mitigation shall be as provided in the Agreement Regarding Water Supply noted above.

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.

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.

69. 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.

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.

71. **[Completed]** 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.

72. [**Completed]** Developer shall revise application Figure B.7.1. to indicate a gravity sewer line from the water treatment plant.

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.

74. All construction equipment shall have adequate mufflers, intake silencers, and engine closures to minimize construction equipment noise.

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.

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.

[Entire Section Not Applicable to P-4, 77 – 78] 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.

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.

SCHOOLS

79. **[Completed]** 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.

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 shall be permitted in this open space area.

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: *The Results of a Cultural Resource Survey Along the Lower Cle Elum River* (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.

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.

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.

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.

85. 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.

A. **[Replaced by Condition 85]**

B. **[Replaced by Condition 85]**

C. **[Replaced by Condition 85]**

D. **[Replaced by Condition 85]**

E. **[Replaced by Condition 85]**

F. **[Replaced by Condition 85]**

G. **[Replaced by Condition 85]**

86. **[Replaced by Condition 85]**

A. **[Replaced by Condition 85]**

B. **[Replaced by Condition 85]**

C. **[Replaced by Condition 85]**

D. **[Replaced by Condition 85]**

E. **[Replaced by Condition 85]**

87. **[Replaced by Condition 85]**

88. **[Replaced by Condition 85]**

89. **[Replaced by Condition 85]**

A. **[Replaced by Condition 85]**

i. **[Replaced by Condition 85]**

ii. **[Replaced by Condition 85]**

B. **[Replaced by Condition 85]**

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.

91. **[Not Applicable]** 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.

92. **[Replaced by Condition 85]**

A. **[Replaced by Condition 85]**

B. **[Replaced by Condition 85]**

C. **[Replaced by Condition 85]**

D. **[Replaced by Condition 85]**

E. **[Replaced by Condition 85]**

F. **[Replaced by Condition 85]**

93. **[Not Applicable to P-4]** 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.

94. Developer agrees to participate with the City and the School District in petitioning WSDOT to reduce the speed limit on SR 903 adjacent to the school property as needed to address potential safety concerns. Developer also agrees to work with the City through the monitoring program to collect information on the 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.

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;

A. 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).

B. 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:

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.

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.

C. For all complete land use applications submitted by October 30, 2027, Fire Protection Mitigation shall include in fiscal shortfall accounting the following costs for personnel equipment and facilities at the thresholds indicated:

i. **[Not Applicable]** 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. **[Not Applicable]** One-half of the funding for a full-time fire chief starting in the year construction commences.

iii. Developer will provide one (1) fully trained firefighter at the following increments of development: the commencement of construction, when construction commences on any residential units in excess of 33 percent of development, and 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

A-02

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.

iv. **[Completed]** Developer intends to commence construction activities in 2025 and has submitted clearing and grading permit applications to the City. The updated fiscal analysis shows that the project is not expected to generate revenues until 2026, reflecting a lag in revenues from property taxes and sales and use taxes from new construction. To mitigate this expected lag in revenue, and 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.

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.

vi. The costs associated with the training, firefighter clothing, and equipment for each volunteer or full-time firefighter will be addressed through revenues generated by the project if sufficient revenues are available, or pursuant to the shortfall provision included in the conditions of approval if a deficit occurs.

vii. **[Completed]** $20,000 toward the price of tactical tender when construction commences.

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.

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.

D. 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:

i. A street sweeper in the first season when street sweeping is required after the City has assumed maintenance responsibility for street sweeping in the UGA.

ii. A snow plow (road grader with wing) in the first winter when the City has assumed responsibility for snow removal on roads in the UGA.

iii. A front-end loader in the first winter when the City has assumed responsibility for snow removal on roads in the UGA.

iv. A dump truck/sander with blade in the first winter when the City has assumed responsibility for snow removal on roads in the UGA.

v. The fiscal shortfall accounting shall also include the cost of appropriate equipment to handle snow removal on the pedestrian/bike trail located in the public right of way adjacent to the arterials in the first winter when the City has assumed responsibility for snow removal on these pedestrian trails in the UGA.

vi. A mower in the first season when the City has assumed maintenance responsibility for park areas or landscaped areas in the UGA.

vii. One full time public works staff person in the first year the City has assumed any maintenance responsibilities for the streets and/or the parks within the UGA.

viii. A four bay lean-to storage facility to be constructed at the water treatment plant site at the time the City acquires any of the public works equipment listed above.

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.

E. **[Completed]** 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.

F. 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.

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 "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).

97. Capital and Operation and Maintenance costs associated with water and sewer utilities are or will be covered under separate agreements.

98. 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. 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, 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.

In addition, 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.

A. **[Replaced by Condition 98]**

B. **[Replaced by Condition 98]**

C. **[Replaced by Condition 98]**

D. **[Replaced by Condition 98]**

E. **[Replaced by Condition 98]**

i. **[Replaced by Condition 98]**

ii. **[Replaced by Condition 98]**

iii. **[Replaced by Condition 98]**

iv. **[Replaced by Condition 98]**

v. **[Replaced by Condition 98]**

vi. **[Replaced by Condition 98]**

vii. **[Replaced by Condition 98]**

viii. **[Replaced by Condition 98]**

ix. **[Replaced by Condition 98]**

x. **[Replaced by Condition 98]**

F. **[Replaced by Condition 98]**

i. **[Replaced by Condition 98]**

ii. **[Replaced by Condition 98]**

iii. **[Replaced by Condition 98]**

iv. **[Replaced by Condition 98]**

v. **[Replaced by Condition 98]**

vi. **[Replaced by Condition 98]**

vii. **[Replaced by Condition 98]**

viii. **[Replaced by Condition 98]**

ix. **[Replaced by Condition 98]**

x. **[Replaced by Condition 98]**

xi. **[Replaced by Condition 98]**

xii. **[Replaced by Condition 98]**

xiii. **[Replaced by Condition 98]**

G. **[Replaced by Condition 98]**

i. **[Replaced by Condition 98]**

ii. **[Replaced by Condition 98]**

H. **[Replaced by Condition 98]**

I. **[Replaced by Condition 98]**

J. **[Replaced by Condition 98]**

K. **[Replaced by Condition 98]**

99. **[Completed]** 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.

100. **[Completed]** 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.

101. [**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.

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.

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.

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.

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.

107. 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.

109. Prior to the first preliminary plat or building permit application for residential construction, the development standards shall be supplemented to include recommendations or requirements for vegetative clearance, defensible space and structural designs and materials consistent with the Recommendations for Fire Safety and Prevention of Forest and Range Land in Kittitas County Including Rural, Commercial, and Private Development (updated March 1999). All construction, including single-family residential construction, shall meet the requirements of the Uniform Fire Code, including the option of sprinklering single-family construction if reduced fire flow is provided. Road Standards shall be as provided in the Development Standards, Attachment 2.

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 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 and in the Agreement for Mitigation and Monitoring of Water Impacts Associated with the Bullfrog UGA Development.

112. **[Completed**] 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.

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.

114. **[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.

GENERAL PROVISIONS

116. Definitions

A. "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.

B. Plural shall include the singular and vice-versa.

C. Masculine shall include the feminine and vice-versa.

D. UGA Property shall mean the real property described in the legal description attached to these Conditions as Attachment 14.

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.

117. **[Completed]** 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.

118. For purposes of these Conditions, any Condition that references review and approval by the City, without specifying which entity in the City, shall mean review and approval by the same City entity that is responsible by City ordinance for the associated permit or decision that triggered the review. If there is no associated permit or decision triggering the Condition, then review and approval by the City shall mean review and recommendation by the City staff with decision by the City Council.

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, 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. **[Not Applicable]** 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.

121. The Bullfrog UGA development shall comply with all conditions of the 2002 Development Agreement, as amended by the Proposed Amendment and any other amendments allowed under the 2002 Development Agreement and made as part of the City's final decision on the applications. The complete list of conditions is set forth here, Exhibit A-02.

122. The approvals granted herein shall be subject to all federal, state, and local laws, regulations and ordinances as applicable pursuant to the 2002 Development Agreement, as amended. Compliance with such law, regulations, and ordinances is a condition precedent to the approvals granted, and compliance is a continuing requirement of such approvals. By accepting the approvals, the applicant represents that the development will comply with such laws, regulations, and ordinances. If, during the term of approvals granted, the development and activities permitted do not comply with such laws, regulations, and ordinances, the applicant shall promptly bring such development or activities into compliance.

123. **[Completed – Exhibit F-04]** Prior to final plat approval for Phases S-1, S-2, and J, and as a condition of the Master Plat, the City and Bullfrog Flats shall enter into the Agreement for Mitigation and Monitoring of Transportation Impacts Associated with the Bullfrog UGA Development, on substantially the same terms as set forth in Attachment C to the

Staff Report, Exhibit C-04, and Bullfrog Flats shall make the Intersection Mitigation Measures account payments required by that Agreement.

124. **[Completed – Exhibit F-03]** Prior to final plat approval for Phases S-1, S-2, and J, and as a condition of the Master Plat, the City and Bullfrog Flats shall enter into the Agreement for Mitigation and Monitoring of Water Impacts Associated with the Bullfrog UGA Development ("Water System Mitigation Agreement"), on substantially the same terms as set forth in Attachment D to the Staff Report, Exhibit C-05, and Bullfrog Flats shall make the payments required by that Agreement. If the City determines that any of the water improvements described in the Water System Mitigation Agreement are triggered before the Water System Mitigation Agreement has been executed, then the City shall have the right to pause its review of any pending applications for the Bullfrog UGA development until the Water System Mitigation Agreement has been executed.

125. Conditions regarding Cultural Resources:

A. Condition regarding Memorandum of Understanding with Yakama Nation: The Applicant has committed to pursue a Memorandum of Understanding (MOU) with the Yakama Nation regarding the protection of Cultural Resources on the project site. The Cultural Resources analyses in the SEIS and the Addendum do not identify any direct impacts to resources located on the project site. In addition, the defined open space corridor adjacent to the Yakima River is subject to a pre-existing formal agreement that protects cultural and environmental resources within the defined open space. Notwithstanding these conclusions, the Applicant understands and appreciates that the Yakama Nation defines "cultural resources" more broadly than archaeological artifacts, and that this definition encompasses the larger context of historical activities and environmental conditions, including effects on soils, water, fish and wildlife. The Applicant, therefore, agrees to pursue execution of an MOU with the Yakama Nation that will address the potential for monitoring construction activity proximate to culturally sensitive areas of the site, protocols to ensure ongoing protection of the site's environmental resources, and any other issues of mutual concern to the parties.

B. Onsite monitoring conducted by or under the direct supervision of a professional archaeologist or cultural resources specialist shall take place during all ground disturbing activities that require a grading permit under CEMC Ch. 15.30, including clearing, grubbing, grading, construction excavations, and installation of any public improvements not constructed by the City, with potential to intersect Holocene deposits, which were observed up to 8.5 ft. below ground surface. The City's cultural resource consultant shall develop a plan as soon as reasonably practicable that will limit monitoring to areas of the site that meet the following additional criteria:
    i. areas identified by DAHP's predictive model as having a "high" or "very high" probability for cultural resources; and

ii. areas of the site that were not surveyed and tested using geotechnical borings and/or shovel probing as part of the updated investigations presented in the 2020/2021 Supplemental EIS and 2023 Addendum.

Areas not subject to monitoring will nevertheless require preparation of a plan and appropriate protocols for the inadvertent discovery of cultural resources.

The cultural resource consultant will determine the appropriate number of monitors for each type and phase of proposed development in consultation with the applicant. The applicant may select the professional archaeologist or cultural resources specialist to conduct the monitoring.

If the applicant wishes to commence ground disturbing activities before the City's cultural resource consultant has developed a plan, as an interim measure pending development of the plan, the applicant shall provide monitoring for all areas where ground disturbing activities occur.

126. Conditions regarding Critical Areas:

A. Geologic Hazards. The project site contains geologic hazards that are regulated by the City's critical area ordinance. All development within the Master Plat shall comply with the City's current critical area ordinance, set forth in CEMC 18.01.070 E or as may be amended in the future.

B. Wetland Buffers. The project contains wetlands that are regulated by the City's critical areas ordinance, including the establishment and protection of wetland buffers. All development within the Master Plat shall comply with the City's current critical areas ordinance, set forth in CEMC 18.01.070 A or as may be amended in the future. No impacts to wetlands or wetland buffers from the proposed project have been identified. Buffer averaging may be proposed to address unanticipated buffer impacts pursuant to applicable code provisions.

127. Conditions Regarding Public Services Mitigation

A. Law Enforcement Mitigation. For all complete land use applications submitted by October 30, 2027, mitigation and levels of service shall be as provided in the original, unamended 2002 Development Agreement. 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, including but not limited to current level of service standards, as amended by the Second Amendment.

B. Fire Department Mitigation. For all complete land use applications submitted by October 30, 2027, mitigation and levels of service shall be as provided in the original, unamended 2002 Development Agreement. 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, including but not limited to current level of service standards, as amended by the Second Amendment.

C. **[Completed]** Developer intends to commence construction activities in 2025 and has submitted clearing and grading permit applications to the City. The updated fiscal analysis shows that the project is not expected to generate revenues until 2026, reflecting a lag in revenues from property taxes and sales and use taxes from new construction. To mitigate this expected lag in revenue, and 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.

D. Public Works Mitigation. 2002 condition of approval No. 95d identifies public works equipment and facilities that will be needed to maintain public roads, paths and trails included in the master plat. The costs of this equipment have not been identified and is not within the scope of the present fiscal analysis. Staff's recommended condition relating to fiscal monitoring and shortfall, set forth in Condition No. 98 in Attachment B to the Staff Report, Exhibit C-03, includes provision for determining and mitigating the costs of public works equipment if and to the extent that such costs are not covered by the net fiscal surplus associated with and attributable to the Bullfrog Flats project.

128. **[Completed]** Upon approval of Bullfrog Flats' preliminary plat applications for Phases S-1, S-2, and J and the related engineering and clearing/grading permits that are required to begin construction of the development, and the expiration of any appeal periods, Bullfrog Flats will coordinate with Sun 47th North, LLC to have Sun 47 North's application for a major modification formally withdrawn.

129. Human/Wildlife Interaction.

A. To help minimize human/wildlife conflicts, the CC&Rs for the project will address such issues and may, where appropriate, require use of the following techniques: use of bear-proof garbage receptacles or a requirement to store garbage receptables in a secure enclosure, clear signing of natural areas, informational signage about the risks associated with living near natural areas, well-marked common road crossings, well-marked speed limits, and environmental education (e.g., brochures and handouts) and outreach.

B. <u>Consistent with CEMC 18.01.0105, the parties shall ensure that conditions and Project elements related to human/wildlife interactions in the Project are based upon best available science.</u>

130. The parties to the Cooperative Agreement, which includes Bullfrog Flats as successor-in interest to Trendwest, WDFW, the Yakama Nation, Suncadia and the Kittitas Conservation Trust, will meet to discuss the conditions and agreements contained in the Cooperative Agreement.