DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CLE ELUM, TRENDWEST INVESTMENTS, INC. AND TRENDWEST PROPERTIES, INC. RELATING TO THE DEVELOPMENT OF REAL PROPERTY LOCATED WITHIN THE CLE ELUM URBAN GROWTH AREA, COMMONLY KNOWN AS THE "BULLFROG UGA"

This Development Agreement is entered into this 30th day of Oct., 2002, by and between TRENDWEST PROPERTIES, INC., a Washington corporation, TRENDWEST INVESTMENTS, INC., a Washington corporation, (hereafter, collectively, "Trendwest") and the City of Cle Elum, a Washington municipal corporation, (hereafter "City"), pursuant to the authority of RCW 36.70B.170 - 210. Trendwest and the City are collectively referred to as the "Parties."

RECITALS

A. The State Legislature has specifically authorized the negotiation and execution of Development Agreements, pursuant to RCW 36.70B.170 - 210, where appropriate to provide additional land use approval and mitigation certainty, especially for larger-scale developments intended to be constructed as a unified whole, but over a period of several to many years. These agreements may be executed before or after annexation has occurred.

B. Trendwest Properties, Inc. proposes to develop certain real property, located in unincorporated Kittitas County, but within an area that has been designated as the City of Cle Elum Urban Growth Area, more fully described as attached to this Agreement as ATTACHMENT A (hereafter, the "Trendwest UGA Property").

C. Trendwest Investments, Inc. is the owner of the Trendwest UGA Property. By their signatures appearing below, Trendwest Investments, Inc. and Trendwest Properties, Inc. expressly approve and commit to all of the provisions of this Agreement.

D. On July 26, 2000, the Parties entered into a Preannexation Agreement relating to annexation, provision of public facilities and services, and general development requirements for the Trendwest UGA Property. That agreement provided for, among other things, preparation of a subarea plan and zoning regulation to apply to the Trendwest UGA Property as a condition of and prior to annexation of the Trendwest UGA Property to the City. That Preannexation Agreement further described the anticipated types and intensities of land uses expected for the Trendwest UGA Property (the "Trendwest UGA Development") and required that no such urban development should occur until after the Trendwest UGA Property was annexed.

E. On December 4, 2000, Trendwest, the Washington Department of Fish and Wildlife and the Yakama Nation entered into a Cooperative Agreement addressing certain fish and

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wildlife impact issues and imposing certain restrictions on development and certain obligations for habitat acquisition and protection (the "Cooperative Agreement").

F. On September 19, 2001, Trendwest and RIDGE, a Washington nonprofit corporation, entered into a Settlement Agreement addressing certain development restrictions and other obligations regarding both the Trendwest MountainStar Master Planned Resort (the "Trendwest MPR Property" or "MPR") and the Cle Elum UGA (the "RIDGE Settlement Agreement").

G. On June 19, 2001, the Parties entered into an Agreement Relating to Water Supply for Bullfrog Flats UGA. The terms of that agreement govern transfer of water rights necessary to serve the Trendwest UGA Property.

H. On June 19, 2001, the Parties entered into a Water Supply System Project Development Agreement that addresses the requirements for and contributions towards construction of a new Water Supply System to serve the City of Cle Elum, the Town of South Cle Elum, the Trendwest MPR Property, and the Trendwest UGA Property. The terms of that Water Supply System Project Development Agreement govern provision of water supply infrastructure to the Trendwest UGA Property.

I. The Parties are currently negotiating a cost allocation agreement for a new Regional Wastewater Treatment facility that will serve the City of Cle Elum, the Town of South Cle Elum, the City of Roslyn, the Trendwest MPR Property and the Trendwest UGA Property. When executed, that agreement will govern provision of wastewater collection and treatment infrastructure to the Trendwest UGA Property.

J. The proposed development of the Trendwest UGA Property is expected to occur over a period of ten or more years, depending on market conditions, demand and other factors. The proposed development will require expansion of various City facilities and services necessary to serve this new development. Because the City has adopted a policy that existing City residents, taxpayers, and rate payers should not bear any additional financial burden to expand facilities and services necessary to serve new development, it is appropriate to require Trendwest and its proposed UGA Development to bear those costs. Many of these facility and service expansions will require significant up-front expenditures by Trendwest, even though the actual Trendwest development generating the facility and service demand may not be constructed at the same time as the facility and infrastructure improvements and costs are required. It is appropriate to enter into a Development Agreement establishing uses, applicable development standards and vested rights in exchange for the required upfront commitments for infrastructure and services. Trendwest would not undertake urban development of the Trendwest UGA Property without the assurances provided through this Agreement.

K. There are advantages to the City of Cle Elum to consider development of the entire Trendwest UGA Property in a single, upfront, master planned review process in contrast to review of individual development of individual parcels on a piecemeal basis. Among other advantages, this allows the City to consider community-wide issues such as the

overall mix of uses, adjacent land use compatibility issues, buffering, open space and sensitive areas planning, community integration, overall transportation and circulation patterns, and cumulative facility and service needs for the long term. Consideration of these issues is more difficult on a parcel-by-parcel or individual development-by-development approach. This master planned approach and the duration of the projected project development justifies this Development Agreement approach and the longer term commitments by both the City and Trendwest contained herein.

L. Trendwest is now desirous of proceeding with the annexation and development approvals for the Trendwest UGA Property, consistent with the framework identified in the Preannexation Agreement.

M. The City has conducted the following environmental review of the proposed UGA Development:

1. On February 22, 1999, Kittitas County issued a SEPA determination of significance and commenced scoping and preparation of an EIS, and the City participated as co-lead agency pursuant to a 5-party SEPA lead agency agreement.

2. In January 2001, Kittitas County withdrew from the SEPA co-lead agency agreement since, pursuant to the Preannexation Agreement, Trendwest was no longer pursuing the option of master planned development within the County.

3. On March 23, 2001, the City published a Draft Environmental Impact Statement ("DEIS") for the proposed UGA subarea plan and Development Agreement. That DEIS, at pages 1-6, incorporated, by reference, various analyses contained in a separate environmental impact statement issued by Kittitas County on April 10, 2000, for Trendwest's proposed MPR Development.

4. The City held public hearings on the DEIS on April 18, 2001, and April 25, 2001.

5. The City received public comment on the DEIS from March 23, 2001 until May 7, 2001.

6. On March 18, 2002, the City published a Final Environmental Impact Statement ("FEIS") for the proposed UGA subarea plan, zoning, Planned Mixed Use Master Site Plan (the "Master Site Plan" or "MSP") and Development Agreement.

N. The City and Trendwest have, to date, entered into several separate memoranda or agreements, addressing various aspects of the proposed UGA Development, including the following:

Document Name	***Date Executed***
Authorization to Proceed with UGA Study	March 10, 1998
Bullfrog UGA Phase II Proposal	September 15, 1998

Document Name	***Date Executed***
Phase II Authorization to Proceed	October 6, 1998
Memorandum of Understanding	April 13, 1999
Agreement for Professional Services	May 25, 1999
Staffing Agreement	July 20, 1999
General Services Approval Letter	August 2, 1999
City Administrator Commitment Letter	August 20, 1999
Budget for Ongoing Work	September 30, 1999
Fiscal Study Proposal	October 25, 1999
Agreement for EIS Review and for EIS Consultant Services	November 2, 1999
Fiscal Study Approval Letter	November 9, 1999
Conditions for funding City Administrator position over a 3-year period Letter	November 23, 1999
Mediation and Arbitration Agreement	December 7, 1999
Agreement for Payment of Professional/Staff/Consultant Services	December 22, 1999
Planner Position Proposal	January 13, 2000
Planner 3-year Funding Commitment Letter	January 14, 2000
Planner Payment Agreement	March 14, 2000
Pre-Annexation Agreement	July 26, 2000
Agreement Regarding Water Supply for the Bullfrog Flats UGA	June 19, 2001
Water Supply System Project Development Agreement	June 19, 2001
Restated and Amended Agreement for Payment of Professional, Staff and Consultant Services (Repealing all or portions of other funding agreements.)	August 27, 2002

O. Trendwest submitted a Notice of Intention to Annex the Trendwest UGA Property on May 18, 2000 (the "10% Petition"). The City Council met and voted by motion to accept Trendwest's 10% Petition on June 27, 2000. Trendwest and the City entered into a Preannexation Agreement regarding the Trendwest UGA Property on July 26, 2000. On March 14, 2002, the Washington State Supreme Court ruled that the petition method of annexation was unconstitutional in *Grant County Fire Protection District #5 v. City of*

Moses Lake. While a petition for reconsideration is still pending before the Supreme Court, as of the date of this Agreement, no decision has been issued on that motion. As such, the Parties now intend to proceed with annexation pursuant to the election method, as authorized by RCW 35.13. Pursuant to RCW 35.13.015, Cle Elum City Council Resolution No. _____ was adopted on August 27, 2002, calling for an annexation election and authorizing filing of a Notice of Intention with Kittitas County Boundary Review Board.

P. The Cle Elum Planning Commission conducted its review and on January 23, 2002, made its recommendation on a proposed Bullfrog Subarea Plan and Planned Mixed Use Zoning Ordinance ("PMU Zoning"). The City Council held the first of two public hearings on the proposed subarea plan and PMU Zoning on February 19, 2002, and the second hearing on August 27, 2002. Once adopted, this planning and zoning will take effect immediately upon annexation of the Trendwest UGA Property.

Q. The Cle Elum Planning Commission has also conducted its review, solicited public comment and made its recommendation on a proposed Master Site Plan, together with recommended Conditions of Approval for the Trendwest UGA Property, pursuant to the procedures and criteria contained in the PMU Zoning. That recommendation, together with suggested Conditions of Approval was passed on May 15, 2002, and is pending before the City Council, ready for action after annexation of the Trendwest UGA Property has been completed.

R. On August 27, 2002, the City Council held a duly noticed public hearing to receive comments on this proposed Development Agreement, pursuant to the requirements of RCW 36.70B.200.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Effective Date and Duration of Agreement

1.1 This Agreement shall take effect immediately upon its adoption by the City Council and execution by all parties, provided that the time periods specified in this Agreement shall be tolled pending any appeals of the City's land use decisions necessary to commence development and pending any delays in receipt of approvals or appeals of any state or federal approvals necessary to commence development, including but not limited to, water rights decisions by the Department of Ecology, all as further described in Subsection 5.2 below.

1.2 The Applicable Law to which this development vests pursuant to the terms of this Agreement shall be the Conditions of Approval, attached to this Development

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Agreement as ATTACHMENT B, the Development Standards approved as an attachment to the Conditions of Approval, and, if not, addressed therein, the City plans, policies, rules and regulations in effect on the date the City Council approves this Development Agreement, as indicated by the date the resolution or ordinance approving the Development Agreement is passed by the City Council, except as provided in Section 3.1 below.

1.3 Subject to the potential default and/or termination provisions of Section 10 below, this Agreement shall be valid for a period of 15 years from the date it takes effect. At the end of that period the Trendwest UGA Property shall be subject to all policies, plans, rules, and regulations in effect for the City generally, whether they have been adopted since the effective date of this Agreement or not, and nothing shall prevent the City from adopting whatever subsequent policies, plans, rules, or regulations it deems are in the public interest for the City of Cle Elum as a whole.

2. Description of Approved Development

2.1 By execution of this Agreement Trendwest agrees to annex the Trendwest UGA Property to the City of Cle Elum and, upon annexation, the City agrees to permit construction of the proposed Trendwest UGA Development, including all of the land uses and intensities described in this Agreement and the Conditions of Approval. The City's approval shall be subject to all of the terms and conditions contained in ATTACHMENT B, including all of the attachments thereto.

3. Vesting

3.1 As defined in Section 1.2 above, the Trendwest UGA Development shall vest to all future City reviews and approvals necessary to construct the development and shall be subject to the Applicable Law, with the following exceptions:

3.1.1 All Trendwest UGA Development shall be subject to the Uniform Building Codes (including electrical, fire, earthquake, and other similar uniform construction codes) in effect on the date a complete application for the particular construction or building permit is submitted to the City.

3.1.2 The City's authority to require additional SEPA review and potential mitigation in connection with applications for subsequent development or construction approvals shall be as more fully described in the Subsequent SEPA Review Subsection 6.5 below.

3.1.3 Other laws, rules, or regulations deemed by the City as necessary to impose as the only reasonable method to address a public health or safety concern.

3.1.4 Any additional rules, requirements, or mitigation measures determined reasonably necessary to avoid a decision by a state or federal administrative agency, or a court of competent jurisdiction, that the City

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unlawfully failed to comply with the Endangered Species Act or other state or federal laws or regulations in approving subsequent development or construction permits.

3.1.5 Any requirement or new regulation which the City reasonably believes in good faith is necessary to avoid a decision by a state or federal administrative agency, or a court of competent jurisdiction, that the City's eligibility for funding, grants, program eligibility, or other resources sought by the City would be impaired (for example, if approval of any portion of the development would prohibit the City from being eligible under the National Flood Insurance Program or result in higher premium rates to the City or its property owners).

3.1.6 Any requirements imposed by a state or federal statute or regulation that would impose cumulative standards for compliance on an area-wide basis, such as, by way of illustration only, new water quality standards that might change stormwater and/or sewage treatment requirements. Additional requirements under this Subsection shall only be to the extent necessary to address Trendwest's proportionate share of such area-wide standards.

3.1.7 Any taxes or fees that may be adopted in the future that are imposed on a city-wide or larger area basis and that are not designed to fund infrastructure, facilities, or services that are specifically funded in the mitigation measures contained within the Conditions of Approval, except that Trendwest shall be given an appropriate credit against such tax or fee for the specific mitigation measures contained in the Conditions of Approval and this Agreement or, in the case of fiscal impact mitigation, any such tax or fee shall be appropriately accounted for in assessing any necessary government facilities and services shortfall or mitigation, as more fully discussed in Condition 98.

3.1.8 The Trendwest UGA Development shall be subject to a revised subdivision ordinance substantially similar to the draft ordinance dated _____ that is currently being reviewed by the City Planning Commission and City Council, provided that if there are any inconsistencies between the Development Standards attached to the Conditions of Approval and this new subdivision ordinance, the Development Standards and the Conditions of Approval shall control.

3.1.9 The Trendwest UGA Development shall be subject to a new hazard tree ordinance, as described in Condition 55, any new City-wide water conservation measures as described in Condition 63 and supplemental fire safety recommendations as described in Condition 109.

3.2 The City's ability to impose new requirements or modifications pursuant to the provisions of Subsection 3.1 above shall be limited to the minimum necessary to

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avoid the consequence or address the requirement described in each Subsection. The City further agrees to advise and consult with Trendwest when the City believes any such circumstances arise. The Parties agree to resolve any disputes arising out of this section following the dispute resolution procedures provided for in the Mediation and Arbitration Agreement dated December 7, 1999 attached to the Conditions of Approval as ATTACHMENT 3.

3.3 The provisions of this Section notwithstanding, the Parties agree that the City may impose additional mitigation requirements determined necessary in response to the traffic monitoring provisions of Condition 92 or any government facility and service impact monitoring identified in Conditions 95-103.

3.4 This Section and this Agreement are intended to implement the vesting provisions of RCW 36.70B.170 – 180, and nothing herein is intended to address or in any way modify other existing state or federal rules or court decisions regarding vested rights under laws adopted by jurisdictions other than the City, including state or federal laws or regulations.

3.5 Except as otherwise specifically set forth in this Agreement, the City shall not apply to the Trendwest UGA Property any ordinance, resolution, rule, regulation, standard, directive, condition, or other measure (hereafter, "City Law") that is in conflict with the Applicable Law described in Section 1.2 above, or that reduces the rights provided by this Agreement, unless agreed to by Trendwest in writing or imposed pursuant to one of the acknowledged exceptions identified in this Section 3. Without limiting the generality of the foregoing, any City Law shall be deemed to conflict with the Applicable Law if it would accomplish any of the following results either directly, or through subsequent development reviews and approvals and related conditions of such approvals:

3.5.1 Limits or reduces the density of the Trendwest UGA Development;

3.5.2 Changes any land use designation or permitted use of any sub-planning area within the Trendwest UGA Property;

3.5.3 Limits or controls the location of buildings, structures, clearing, grading, or other improvements on the Trendwest UGA Property in a manner that is inconsistent with or more restrictive than the limitations in the Applicable Law;

3.5.4 Limits or controls the availability of public utilities, services or facilities, or any privileges or rights to public utilities, services, or facilities for the Trendwest UGA Development inconsistent with the Conditions of Approval and the terms of the Agreement Relating to Water Supply for Bullfrog Flats UGA dated June 19, 2001, and the Water Supply System Project Development Agreement dated June 19, 2001, except in the case of public health and safety emergency; provided that nothing in this Agreement shall limit the authority of any public utility, service, or facility provider that is not a party to this Agreement to require anything legally

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necessary and appropriate prior to a commitment to or provision of such utilities, facilities and/or services; and provided further that the Parties agree that the terms of any Regional Wastewater Treatment or Service Agreement, once executed, will govern the provision of wastewater service;

3.5.5 Requires the issuance of additional permits or approvals by the City other than those required by the Applicable Law;

3.5.6 Limits the processing of applications for, or the obtaining of, subsequent development approvals, unless reasonably necessary to address a public health and safety issue.

4. Phasing

4.1 The Parties agree that Trendwest may proceed with development of the Trendwest UGA Property according to whatever phasing or parcel development Trendwest, in its sole discretion, deems appropriate, provided that the Phasing requirements of Condition 12 are satisfied.

– There is no Condition 12 that I can find

4.1.1 Trendwest shall not be obligated to construct all of the public facilities required by the Conditions of Approval or make all of the public facility and service contributions described in the Conditions of Approval prior to final plat approval for the Master Plat described in Section 5, provided that the Final Master Plat shall contain a note reflecting the public facility and service obligations of the Conditions of Approval prior to or concurrent with subsequent platting or development and provided further that, consistent with the transfer of obligation provisions of Section 9, Trendwest or its approved successors shall be obligated to construct such access and utilities as are necessary to serve any of the parcels in the Master Plat prior to final plat approval for such parcels.

4.1.2 The Conditions of Approval and the Development Standards attached to this Agreement specify the circumstances under which Trendwest may post a bond or other security to satisfy a portion of its obligations pursuant to this Section.

4.1.3 Additional requirements regarding water supply and treatment are found in separate agreements between the City and Trendwest as follows:

Document Name	***Date Executed***
Agreement Relating to Water Supply for Bullfrog Flats UGA	June 19, 2001
Water Supply System Project Development Agreement	June 19, 2001

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4.1.4 The Parties agree that developing a mix of uses throughout the development of the Trendwest UGA Property is a desirable objective and Trendwest shall diligently strive to market and develop the property to facilitate this objective as much as is feasible.

4.2 With the exception of the requirements of Subsection 4.1, and the requirements for commencing development, pursuant to Section 5, the Parties agree that the Trendwest UGA Development can proceed at whatever pace or phasing the property owner deems appropriate, based on market conditions, financing, or other private considerations.

5. Commencement of Development

5.1 As the next City approval step after annexation, after issuance of MSP Approval pursuant to the PMU Zoning, and prior to any construction activity or any sale or lease of any portion of the Trendwest UGA Property, Trendwest shall file a preliminary plat application with the City to create the parcels of land within the Trendwest UGA Property as generally shown on Attachment 1 to the Conditions of Approval (hereafter, the "Master Plat"). The Master Plat may be submitted in phases, as long as the First Phase submittal contains sufficient engineering and site planning information for the City to adequately determine the feasibility of providing facilities and services to the entire development. No preliminary plat or binding site plan creating individual building lots shall be processed until after the City has reviewed and approved the Master Plat or applicable phase. The Master Plat shall identify what access and utility infrastructure is necessary to serve each individual parcel within the Master Plat, for purposes of determining the infrastructure phasing requirements described in Section 4 above. These Master Plat infrastructure obligations shall be the responsibility of the Master Plat applicant, and shall not be transferred to individual parcel or lot owners, as described more fully in Section 9 below. The City and the applicant shall strive, as part of the Master Plat Approval, to identify which conditions and mitigation measures from the Conditions of Approval apply to which parcels in the Master Plat to facilitate the Transfer of Obligations provisions of Section 9 below. After approval of this initial Master Plat, the property owner may submit preliminary plats or binding site plans for the individual land use parcels, creating individual building lots, consistent with the requirements of the Conditions of Approval, provided the final Master Plat shall be recorded prior to recording any other individual parcel final plat or final binding site plan. Trendwest may submit an application for a preliminary plat for one or more of the Master Plat parcels at the same time as application for the Master Plat and both plats may be reviewed and processed concurrently.

5.2 Trendwest shall file a complete application for the preliminary Master Plat described in Subsection 5.1 above within 2 years from the Effective Date of this Agreement, and shall submit the necessary application(s) and commence construction of the first phase or subphase of the UGA Development within 2

2 years from 10/30/02

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years after obtaining the Master Plat described in Subsection 5.1; provided that these start requirements shall be tolled during the pendency of any administrative or judicial appeal of the MSP Approval pursuant to the PMU Zoning, the City's adoption of the subarea plan or zoning for the UGA, the City's annexation of the Trendwest UGA Property, or any of the water rights decisions or permit decisions identified in ATTACHMENTS 3 and 4 that are required to commence construction of the water and sewer utilities identified in the Conditions of Approval as necessary to serve the UGA Development. Once a preliminary plat or binding site plan has been issued by the City, such approvals shall be valid for 5 years with possible one-year extensions, or, if such term would exceed the term of this Agreement, then for the time provided by the applicable section of the RCW or City ordinance. Building permits shall be subject to the duration provisions of the applicable section of the RCW, City ordinance and/or UBC. Failure to commence the applications specified in this Section in the timeframes required, as may be tolled, shall constitute grounds for default and possible termination as described in Section 10.

6. Subsequent Development Approvals and SEPA Review

6.1 As required by the Cle Elum Municipal Code (hereafter "CEMC"), development of the Trendwest UGA Property will require additional development review and/or construction permit reviews and approvals prior to commencing any construction activity on site ("Subsequent Approvals"). The Parties agree to follow the review and decision making procedures of the CEMC, including, but not limited to CEMC 17.100 (Ordinance No. 1139, Procedures Ordinance), and CEMC 17.76 (Site and Design Review), for all such Subsequent Approvals

6.2 All Subsequent Approvals shall be subject to the vesting provisions of Section 3 above and this section.

6.3 The Parties agree that the Conditions of Approval, as will be incorporated into the PMU Zoning approval, provides the desired level of initial definition and certainty to the Trendwest UGA Development, sufficient for both parties to make the level of commitment contained in this Agreement. However, the Parties acknowledge that modifications to the Master Site Plan are likely to occur during the buildout of the Trendwest UGA Property to achieve a number of mutually desirable flexibility objectives, including but not limited to: incorporating new information; responding to changing community and market needs; encouraging reasonably priced housing; responding to changes in technology or patterns of living and working; and encouraging modifications that provide comparable benefit or functional equivalence with no significant reduction of public benefits, environmental protection, or increased material cost to the Trendwest UGA Development (collectively, the "Flexibility Objectives").

6.4 The Conditions of Approval attached to this Agreement and as incorporated into the PMU Zoning approval shall govern all Subsequent Approvals. For each

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Subsequent Approval, the proponent shall include in the application materials a statement of compliance describing how the proposed development is consistent with all of the Conditions of Approval. This statement shall be reviewed by the City Planner, who shall transmit in accordance with Ordinance No. 1139 a proposed finding of compliance or noncompliance to the relevant Subsequent Approval decision maker before that Subsequent Approval decision is made. This finding shall be given substantial weight by the relevant City decision maker as he or she makes their decision on the Subsequent Approval. A Subsequent Approval shall not be granted if it is determined by the relevant City decision maker to be inconsistent with any of the provisions or requirements of the Conditions of Approval, unless a Minor Modification or a Major Modification is approved as part of that review process as follows:

6.4.1 A Minor Modification to the proposed development from that specified in the Conditions of Approval may be approved by whatever City decision maker is responsible for the particular Subsequent Approval as part of that decision maker's review process, provided the proposed Minor Modification is consistent with the overall scope and intent of the Conditions of Approval, is determined to be appropriate to accomplish the Flexibility Objectives described in Subsection 6.3 above and meets the following criteria:

6.4.1.1 The proposed modification does not include residential densities, commercial floor area ratio, or total units, or square footages that exceed the ranges specified in the Conditions of Approval for that particular sub-planning area(s). Provided, however, if the proposed modification includes a demonstration that any variation from the limitations in the particular sub-planning area(s) can be accommodated by an increase or decrease in another sub-planning area, if the modification approval includes a condition requiring accommodation of this change in the other affected sub-planning area(s) and if the City determines that this change is consistent with the overall intent of the Conditions of Approval, then the City may approve a minor modification outside the ranges specified in the PMU Zoning Approval.

6.4.1.2 The proposed modification does not result in a reduction in the amount of open space provided in the Conditions of Approval for the particular sub-planning area(s). Provided, however, if the proposed modification includes a demonstration that any variation from the locations of proposed open space(s) can be accommodated by an equal or greater amount and function of open space in another sub-planning area, and only if the modification approval includes a condition requiring accommodation of this open space change in the other affected sub-planning area(s) and if the City determines that this change is consistent with the overall intent of the Conditions of Approval, then the City may approve a

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minor modification that results in a change in the amount of open space in a particular sub-planning area. Provided further, that in no event shall any such modification reduce the Cle Elum River Corridor open space that is shown on Attachment 1 to the Conditions of Approval and that is the subject of a conservation easement and in no event shall a minor modification be permitted to alter the character of the Bullfrog interchange with I-90, consistent with the terms of the Cooperative Agreement between Trendwest, the Washington Department of Fish & Wildlife, and the Yakama Nation, dated December 4, 2000, the RIDGE Settlement Agreement, dated September 22, 2001, and Condition 32.

6.4.1.3 The proposed modification does not result in a reduction in the amount or type of housing required by the PMU Zoning Approval.

6.4.1.4 The proposed modification does not trigger the need for new SEPA review, pursuant to the provisions of Subsection 6.5 below.

6.4.1.5 The proposed modification does not include a reduction in the width, proposed plantings, or type of any required landscape buffers, unless the City determines that the modification will accomplish all of the same screening functions that the original requirements would provide.

6.4.1.6 The proposed modification does not include uses that were not included in the original Conditions of Approval.

6.4.1.7 The proposed modification is functionally equivalent to, or superior to, the original standard or requirement in fulfilling the intent and purpose of that original standard or requirement.

6.4.1.8 The proposed modification is compatible with the scale and character of the properties and uses adjacent to the location of the proposed modification, whether such properties and uses are inside or outside the Trendwest UGA Property.

6.4.2 Any proposed modification from the Conditions of Approval that does not meet the criteria for a Minor Modification, as described in Subsection 6.4.1 above, shall be a Major Modification, and shall require an amendment to the Conditions of Approval, including all of the public notice, comment, and hearing requirements specified in the PMU Zoning.

6.5 Subsequent SEPA review. As provided for in WAC 197-11-600(3) and CEMC 15.28, the Parties agree that the City has completed substantial, project-level environmental review for this Development Agreement and the Conditions of Approval pursuant to the PMU Zone, which should be sufficient for implementing

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Subsequent Approvals that are consistent with the Conditions of Approval and the alternatives contained within those environmental documents. The Parties intend that these environmental documents shall constitute compliance to the fullest extent possible under SEPA for all Subsequent Approvals and requested modifications during full build out of the Trendwest UGA Property. Pursuant to this Section, the City may require a supplemental EIS, an EIS addendum, or an MDNS requiring mitigation measures beyond those in this Agreement for a Subsequent Approval, as provided in SEPA and only to the extent that:

6.5.1 The Subsequent Approval proposes a Major Modification to the Conditions of Approval, or

6.5.2 The City concludes, pursuant to the SEPA Rules, WAC 197-111-600(3)(b), and CEMC 15.28.220 that substantial changes have been made to the Trendwest UGA Development so that it is likely to have significant adverse impacts not previously analyzed in a SEPA environmental document; or

6.5.3 The City concludes, pursuant to the SEPA Rules, WAC 197-11-600(3)(b), and CEMC 15.28.220 that there is new information indicating probable significant adverse environmental impacts of the Trendwest UGA Development not previously analyzed in a SEPA environmental document. This Subsection includes, without limitation, information that may be obtained from the ongoing monitoring requirements contained with the Conditions of Approval and described in Section 8 below.

6.5.4 Upon receipt of an application for a Subsequent Approval and concurrent with the Conditions of Approval compliance review described in Subsection 6.4, the City SEPA Responsible Official shall evaluate the application for purposes of assessing the adequacy of the existing SEPA review, pursuant to the guidelines in this Section. The City Planner shall include his or her assessment in the finding of compliance or noncompliance, and if additional SEPA review is required, shall direct the applicant to prepare the additional SEPA analysis prior to a final decision on the requested Subsequent Approval. Any such additional SEPA analysis shall be limited in scope to only those elements of the environment and potential significant adverse impacts that the City SEPA Responsible Official determines have not been adequately addressed in previous SEPA documents.

6.5.5 The provisions of this Section notwithstanding, the environmental documents that have been prepared for the Trendwest UGA Property identify the need to conduct additional, project-level environmental review prior to any final decision on the proposed Washington State Horse Park, its size, configuration, and, most importantly, its environmental impacts and necessary mitigation. This is consistent with the SEPA Rules for phased environmental review, WAC 197-11-060(5). Because of the

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current uncertainty regarding Horse Park funding and timing and, therefore, uncertainty regarding the likelihood of ultimate Horse Park development, the environmental documents identified the need to conduct a future, more detailed phase of environmental review for the Horse Park development at such time as the proposal has funding and is ready to proceed with development. Therefore, the Parties agree that any proposal to develop a Horse Park shall be preceded by further SEPA review, including, if necessary to address probable significant adverse impacts, a supplemental EIS that more fully addresses the environmental impacts from Horse Park development at the location, size and configuration ultimately proposed, and identifies appropriate additional mitigation for Horse Park impacts.

6.5.6 Similarly, the Parties acknowledge that, as of the date of this Agreement, the City has not conducted SEPA review for the proposed community center and the school expansion. These proposals shall be subject to their own SEPA review (DNS, MDNS, Addendum or SEIS) depending on the proposal and the nature of any associated impacts.

6.5.7 The City is also in the process of completing, or has completed, separate SEPA review for proposed water and sewer service improvements, as follows:

6.5.7.1 On April 6, 2000, the City issued a mitigated Determination of Nonsignificance for the City of Cle Elum Wastewater Treatment Facility Interim Improvements. Comments were received from the Department of Transportation, but no appeal was filed.

6.5.7.2 On January 18, 2001, the City issued a Mitigated Determination of Nonsignificance for the City of Cle Elum/Town of South Cle Elum Water Supply System Improvements. Comments were received from Bonneville Power, from Kittitas County Planning, and from the Department of Ecology, but no appeal was filed.

6.5.7.3 On July 3, 2002, the City issued a Draft Environmental Impact Statement for a Regional Wastewater Treatment facility. A public comment hearing was held on August 13, 2002. A Final Environmental Impact Statement will be completed before construction of the Regional Wastewater Treatment facility.

6.5.8 Nothing in this Section shall be construed to affect the SEPA authority of any other permitting agency not a party to this Agreement. Such other permitting authority's SEPA review shall be governed by RCW 43.21C, WAC 197-11, and the particular permitting authority's relevant SEPA rules and procedures.

7. Municipal Facilities and Services and Fiscal Impact Mitigation

7.1 Mitigation for impacts to public facilities and services shall be as described in the Conditions of Approval.

7.2 In the event of termination, the costs to restore the City to its pre-Trendwest position, as described in Subsection 10.6 in addition to any written commitments made on or before the date of this Agreement, shall also include any costs associated with City commitments made after the date of annexation to provide the government facilities and services described in the Conditions of Approval, including, but not limited to, any City indebtedness issued for such facilities or services.

8. Monitoring of Impacts and Mitigation Measures

8.1 The requirements for periodic monitoring of potential impacts shall be as described in more detail in the Conditions of Approval. All costs associated with preparation of the monitoring program, as well as its implementation and data assessment, including but not limited to, the costs incurred by the City to review and analyze the monitoring information, shall be borne in full by Trendwest. The City and the County shall contract directly with the monitoring consultant, and all data and analysis shall be submitted directly to the City, the County, and Trendwest. With this direct consulting relationship, the City will not need to hire independent consulting expertise to review the data. If the City proposes to change consultants, the City shall first give Trendwest a reasonable opportunity to comment on the proposed change. Any dispute regarding consultants or fees shall be resolved by the Mediation and Dispute Resolution Agreement procedures.

8.3 Each of the monitoring efforts described in the Conditions of Approval shall be coordinated, to the maximum extent possible, with any monitoring efforts being conducted by Kittitas County as a condition of its approval of the Trendwest MPR, provided that the City shall retain all of its rights and responsibilities to determine appropriate amount, type, and timing of mitigation measures related to the UGA Development, related to infrastructure improvements owned by or located within the jurisdictional limits of the City and related to services provided by the City.

8.4 The City and Trendwest acknowledge that the Trendwest UGA Development may impact certain public facilities and services that are owned by public entities or jurisdictions other than the City (hereafter "Affected Public Entity" or "Entities"). Trendwest and the City shall coordinate with and seek input from any Affected Public Entity to review the results of any monitoring that affects the Affected Public Entity's facilities or services prior to making any decisions based on that monitoring. Trendwest and the City agree that they shall not modify any of the required mitigation or its timing from that identified in the Conditions of Approval with respect to public facilities or public services owned by or provided by an Affected Public Entity without obtaining the consent of that public entity.

If such consent cannot be reasonably obtained, Trendwest and the City shall have the right to continue with review and approval of the Trendwest UGA Development, provided the mitigation measures are provided as specified in the Conditions of Approval.

8.5 Any mitigation measure identified as necessary in the monitoring reports described in this Section shall be the responsibility of Trendwest, as the master developer of the Trendwest UGA Property, 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.

9. Transfers of Obligations

9.1 Trendwest shall have the right to assign or transfer all or any portion of its interests, rights, obligations, or responsibilities under this Agreement to third parties acquiring an interest in all or any portion of the Trendwest UGA Property, subject to the requirements for City consent described in this section.

9.2 Transfers Not Requiring City Consent. Trendwest may enter into a transfer agreement to transfer or assign all or any portion of Trendwest's interests, rights, obligations, and responsibilities under this Agreement and to release Trendwest from its obligation and responsibilities without obtaining written consent from the City if such transfer relates to the transfer of:

9.2.1 Any single family residential parcel conveyed to a purchaser;

9.2.2 Any single condominium, time-share, or fractionally-owned unit conveyed to a purchaser;

9.2.3 Any property that has been established as a separate legal parcel, but only to the extent that Trendwest may transfer without City consent those obligations and responsibilities that can be fulfilled exclusively within the boundaries of, and by the development upon, the parcel or parcels being transferred (the "Parcel Obligations"). Parcel Obligations include, by way of illustration only and without limitation, such items as individual lot landscaping or buffering requirements, building setback, height or design requirements, wood-burning stove prohibitions, and such access and infrastructure improvements to be constructed solely within the boundaries of the parcel and intended to serve only the building(s) or uses located within that parcel. As a condition of this type of transfer, Trendwest shall remain responsible for all obligations and responsibilities pursuant to the Conditions of Approval and this Agreement other than the Parcel Obligations.

9.3 Transfers Requiring City Consent.

9.3.1 All other transfers of any of the rights, responsibilities, and obligations of Trendwest that propose to release Trendwest from its obligations and responsibilities pursuant to the Conditions of Approval and this Agreement shall not take effect unless and until Trendwest has obtained written consent from the City. The City's consent shall not be unreasonably withheld, conditioned, or delayed.

9.3.2 Such proposed transfers may release Trendwest from obligations under the Conditions of Approval and this Agreement that pertain to that portion of the Trendwest UGA Property being transferred, provided that the transferee expressly assumes such obligations and responsibilities.

9.3.3 To the extent any proposed transfer relates to mitigation measures designed to specifically benefit an Affected Public Entity, the City shall not give its consent to such transfer until it has first consulted with such Affected Public Entity regarding such transfer.

9.3.4 A Notice of the proposed transfer agreement, including the provisions regarding assumption of Trendwest's obligations, shall be provided to the City and any Affected Public Entity in the matter set forth in Subsection 11.6 below at least sixty (60) days in advance of the proposed date of transfer. Failure of the City to respond within forty-five (45) days after the date the notice is received by the City shall be deemed to be the City's approval of the transfer in question.

9.3.5 The City may refuse to give its consent to a transfer only if there is a material reason for such refusal, including without limitation, the transferee's failure to perform under a similar Development Agreement or Conditions of Approval or a failure to demonstrate adequate financial capability to perform the obligations proposed to be transferred.

9.3.6 The City shall be entitled to contract, at Trendwest's expense, with third parties to assist with a reasonable due diligence review of a proposed transfer agreement. City determinations shall be made by the City Council and are appealable to Superior Court, consistent with other decisions of the City Council.

10. Default and Termination

10.1 No party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the

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cure shall be deemed a cure. Any disputes regarding what constitutes a default or what is necessary to cure the default shall be subject to all of the provisions of the Mediation and Arbitration Agreement, Attachment 3 to the Conditions of Approval. The provisions of this Subsection notwithstanding, the City shall retain the authority to require immediate cure of any default that the City determines constitutes an immediate threat to public health and safety.

10.2 A party not in default under this Agreement shall have all rights and remedies provided by law or equity including, without limitation, damages, specific performance, or writs to compel performance or require action consistent with this Agreement. The City shall further have the right to withhold or withdraw development, construction and/or occupancy approvals for all or any portion of the Trendwest UGA Development as determined necessary by the City to ensure cure of the default.

10.3 In recognition of the anticipated transfers of one or more parcels within the Trendwest UGA Property to other entities pursuant to the provisions for transfers of obligations described in Section 9, the parties agree to pursue relief for default as much as is feasible only against those portions of the Trendwest UGA Property and against only those parcel owners to which the default applies.

10.4 The City shall have no liability to any person or party for any damages, costs, or attorneys' fees under this Section so long as the City exercises reasonable and good faith judgment in seeking remedies against appropriate parties or portions of the Trendwest UGA Property.

10.5 Termination.

10.5.1 Trendwest shall have the right, at its sole option, to elect to terminate this Agreement by giving the City six months' written notice of its intent to do so, provided such notice includes Trendwest's commitment to abandon development of the Trendwest UGA Property pursuant to the Conditions of Approval and its commitment to pay the City for any post-termination obligations as described in this Agreement or any of the other agreements referenced in Subsection 4.1.3. Any proposal to simply revise or to restart PMU Zoning review of the Trendwest UGA Property shall be processed as an amendment, rather than through termination. Termination shall take effect six months after the City's receipt of Trendwest's notice of termination. Upon termination, the Conditions of Approval shall expire and be of no further force and effect, and a notice of such expiration of the Conditions of Approval shall be recorded against all portions of the property upon which construction has not already been completed. If termination occurs following annexation, the Trendwest UGA Property shall retain PMU Zoning in the City, but shall require a new PMU Zoning review and approval prior to any additional development on the Property.

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10.5.2 The City shall have the right to Terminate this Agreement and to withdraw the Conditions of Approval only if the Trendwest UGA Property is not annexed to the City within one year, as may be tolled under Subsection 1.1, from the Effective Date of this Agreement, or Trendwest defaults on its obligations pursuant to this Agreement, if the City follows the notice of default requirements in Subsection 10.1, and Trendwest fails to cure the default within the time periods specified in this Agreement. Provided, however, if Trendwest has objected to the notice of default, this Agreement shall not be terminated by the City unless and until the Parties have completed the Dispute Resolution process described in the Mediation and Arbitration Agreement, Attachment 3 to the Conditions of Approval. The City is entitled to withhold development, construction and/or occupancy approvals until the default issue is resolved.

10.6 In the event this Agreement is terminated, 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 are specified in this Agreement and the Water Supply System Project Development Agreement dated June 19, 2001 (the "Post-Termination Obligations"). To the extent possible, the Parties agree to first rely on any cost reimbursement mechanisms, such as utility connection charges or latecomer's payments, as security for any Post-Termination Obligations. Trendwest's Post-Termination Obligations shall be either paid in cash to the City, or, if the obligations are to be incurred over time, may be secured through a set-aside account, a letter of credit or some other security in a form acceptable to the City. Any proposal to pay these obligations other than in cash upon termination must be agreed to by the City in writing, prior to the effective date of the termination.

11. General Provisions

11.1 PARTIES AND AUTHORITY. The signatories below to this Agreement represent that they have the full authority of their respective entities to commit to all of the terms of this Agreement, to perform the obligations hereunder and to execute the same.

11.2 VOLUNTARY AGREEMENT. The Parties intend and acknowledge that this Agreement is a voluntary contract binding upon the Parties hereto, as well as their successors and assigns. The Parties recognize that the financial obligations undertaken by Trendwest are voluntary, and Trendwest acknowledges that it is fully aware that the City has relied on Trendwest's recitals and commitments contained in this Agreement in making the land use and development decisions contained in this Agreement, the Conditions of Approval, and the MSP Approval. Trendwest acknowledges that it is entering into this Agreement knowingly and voluntarily in consideration of the benefits to be derived therefrom. Trendwest further acknowledges that the mitigation measures required by the Conditions of Approval are reasonably related to the nature and degree of impacts from the UGA Development and the methods to calculate the mitigation measures are

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correct and appropriate. Trendwest waives and disclaims for itself and its successors and assigns any right of claim for refund or modification of the mitigations, whether based on constitutional or statutory grounds, unless such are subsequently changed by agreement of the Parties pursuant to the provisions for monitoring and revised mitigation described in this Agreement.

11.3 AMENDMENT. This Agreement shall only be amended in writing, signed by all Parties to this initial Agreement and only after approval by the Cle Elum City Council.

11.4 OTHER AGREEMENTS. This document contains the entire agreement between the Parties with respect to the subject matter of the Agreement. The Parties have previously executed other agreements concerning the Trendwest UGA Development, as listed in Recital O. This Agreement is intended to be consistent with the terms of such other agreements, but to the extent of any conflict with those other agreements, the terms of this Agreement shall control. Further, the Parties have previously executed agreements related to water and sewer service. As provided in Subsections 3.5.4 and 4.1.3, above, those agreements remain in full force and effect.

11.5 UNCONTROLLABLE CIRCUMSTANCES. Neither Party shall be deemed to be in default where delays in performance or failures to perform are due to war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, or other restrictions or bases for excused performance which is not within the reasonable control of the Party to be excused, provided that any such cause that excuses one Party from performing its obligations pursuant to this Agreement shall similarly be cause for the other Party to not perform its corresponding obligations pursuant to this Agreement.

11.6 CORRESPONDENCE AND NOTICE. All notices or communications required by the Conditions of Approval or this Agreement must be in writing, and may either be delivered personally, or by certified mail, or express delivery service, return receipt requested. Such notices or communications shall be deemed to be received upon the delivery date indicated on the return receipt. Any Party may, by giving ten (10) days' written notice to the other Party, designate any other address to substitute for the address contained in this Agreement, either for a particular duration or permanently. Such notices and communications shall be given to the Parties at their addresses set forth below:

To the City:

City of Cle Elum
119 W. 1st Street
Cle Elum, WA 98922

with a copy to:

Erin L. Anderson
Cone, Gilreath, Ellis, Cole & Anderson
P.O. Box 499
Ellensburg, WA 98926

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To Trendwest:

Trendwest Properties, Inc. P.O. Box 887 109 S. 1st Street Roslyn, WA 98941	*with a copy to:*	Richard M. Peterson Hillis Clark Martin & Peterson 1221 Second Avenue, Suite 500 Seattle, WA 98101-1090
Trendwest Investments, Inc. P.O. Box 887 109 S. 1st Street Roslyn, WA 98941	*with a copy to:*	Richard M. Peterson Hillis Clark Martin & Peterson 1221 Second Avenue, Suite 500 Seattle, WA 98101-1090

11.7 APPLICABLE LAW AND VENUE.

11.7.1 This Agreement is entered into under the laws of the State of Washington, and the Parties intend that Washington law shall apply to interpretation of this Agreement.

11.7.2 Venue and jurisdiction to enforce all obligations under this Agreement shall lie in the Kittitas County Superior Court.

11.8 SEVERABILITY.

11.8.1 If any term or provision of this Agreement, or its applicability to a particular situation, is found to be invalid, void or unenforceable by a court of competent jurisdiction, and if such cause of action was brought by someone who was not a party to this Agreement, then the remaining provisions of this Agreement or its applications to other situations shall continue in full force and effect. Provided, however, if the provision found invalid, void or unenforceable is a material provision of this Agreement, necessary to accomplish its purpose and intent, this Agreement shall be terminated, unless the Parties negotiate and execute an amendment to this Agreement that addresses the material invalid, void or unenforceable provision in a manner that responds to the Court's decision and is consistent with the intent of this Agreement. The Parties agree to negotiate in good faith to agree on such amendment.

11.8.2 If the action which results in a court finding any provision of this Agreement to be invalid, void or unenforceable is brought by Trendwest or its successors or assigns, then this Agreement shall be deemed to be terminated and the termination provisions of Section 10, including the Post-Termination obligations, shall apply.

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11.9 NO THIRD PARTY BENEFICIARY. Except as expressly provided for and limited in Subsection 8.11 regarding Affected Public Entities, nothing in this Agreement is intended to create any third party beneficiary relationships.

11.10 NO JOINT VENTURE. Nothing in this Agreement is intended to create any type of joint venture relationship between the Parties as to the Trendwest UGA Property or its development.

11.11 ATTORNEY'S FEES AND COSTS. In any judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees and costs, including fees and costs incurred in the appeal of any ruling of a lower court.

11.12 MUTUAL DRAFTING AND CONSTRUCTION. The Parties agree that both Parties participated fully in the negotiation and drafting of this Agreement and the rules of construction of ambiguities against the drafter shall not apply to either Party.

11.13 BINDING ON SUCCESSORS AND RECORDING. This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, their respective heirs, successors and assigns, subject to the provisions for transfers of obligations described in Section 9 above. A memorandum of this Agreement shall be recorded by Trendwest against the real property described in ATTACHMENT A with the Kittitas County Auditor. A complete copy of this Agreement shall be kept at Cle Elum City Hall and made available to anyone requesting review or a copy.

11.14 COVENANTS NOT INCONSISTENT WITH CONDITIONS OF APPROVAL AND THIS AGREEMENT. Trendwest shall have the right to record such additional covenants, conditions and restrictions ("CC&R's") against all or any portion of the Trendwest UGA Property, provided that those CC&R's are not inconsistent with the requirements of the Conditions of Approval and this Agreement. At least sixty (60) days prior to recording any such CC&R's, Trendwest shall provide the City Attorney with a copy of the CC&R's proposed to be recorded for the City Attorney to review for consistency with the Conditions of Approval and this Agreement. The City Attorney shall review the CC&R's and provide Trendwest with any objections, in writing, within thirty (30) days after receipt of the CC&R's. The CC&R's shall not be recorded by Trendwest until after receipt of the City Attorney's approval. The proposed CC&R's shall not require any public review or comment prior to recording. Any disputes regarding consistency between Trendwest and the City Attorney shall be subject to the provisions of the Mediation and Arbitration Agreement described in Section 3 and Attachment 3 to the Conditions of Approval.

11.15 SECURITY FOR PERFORMANCE. When the City deems reasonably necessary, Trendwest shall provide to the City reasonable and adequate security or financial assurances that Trendwest, or its successors and assigns, can and will perform all

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of Trendwest's obligations pursuant to this Agreement that are to be fulfilled after the City has taken a permitting action or issued an approval including, by way of illustration only, obligations to construct improvements, pay mitigation, or fulfill post-termination obligations. Such financial assurances may include, by way of illustration only, adopted reimbursement mechanisms, bonds, letters of credit, set-aside bank accounts or other comparable financial assets. If Trendwest does not or cannot provide financial assurances to the City as provided by this Section without need to resort to litigation or other extraordinary enforcement obligations, then the Parties agree, as provided for in Section 7.8 of the Preannexation Agreement dated July 26, 2000, that the City may record a Notice of Lien Claim against such part of the Trendwest UGA Property as is still owned by Trendwest. Any dispute regarding the need for financial security or any ongoing lien shall be subject to the provisions of the Mediation and Arbitration Agreement. The lien shall encumber such part of the Trendwest UGA Property as is still owned by Trendwest until paid and may be foreclosed upon in accordance with the general lien foreclosure laws then in effect in the State of Washington. The foreclosure amount shall include the cost of filing the lien, attorney's fees, and such other fees and costs as may be necessary to enforce the lien and collect the amount due.

11.16 INDEMNIFICATION.

11.16.1 General Indemnification. Each party shall protect, defend, indemnify and hold harmless the other party and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever ("claims"), which are caused by or result from any negligent act or omission of the party's own officers, agents, and employees in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim is brought against a party, the party whose negligent action or omissions gave rise to the claim shall defend the other party at the indemnifying party's sole cost and expense, provided that each party shall retain the right to select its own counsel for such defense. If final judgment be rendered against the other party and its officers, agents, and employees, the party whose actions or omissions gave rise to the claim shall satisfy the same. In the event of concurrent negligence, each party shall indemnify and hold the other party harmless only to the extent of that party's negligence. The indemnification to the City hereunder shall be for the benefit of the City as an entity, and not for members of the general public.

11.16.2 Additional Indemnification. If any person brings suit or counterclaim against the City challenging the provisions of or the City's authority to enter into this Agreement and/or seeking recovery of any monies paid pursuant to this Agreement, then Trendwest agrees to indemnify, defend and hold the City harmless

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from any judgment and shall pay for the City's (and its officers', agents', employees', and contractors') costs of suit, pre- or post-judgment interest, consequential damages, and reasonable attorneys' fees, expert witness fees, staff time, consultants' fees, and all other directly related out-of-pocket expenses, and reimbursement of any monies paid pursuant to this Agreement. The City shall retain the right to select its own counsel. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity, as between themselves, under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this indemnification shall survive the expiration or termination of this Agreement.

11.17 CONFLICTS. In the event of any conflict between the provisions of the Conditions of Approval and this Agreement, the provisions of the Conditions of Approval shall control over this Agreement.

11.18 This Agreement may be executed in counterparts.

Dated as of the day and year first above written.

CITY OF CLE ELUM

Witnesseth:

By _____
Gary Berndt
Mayor

_____
Toni Fields
Cle Elum City Clerk

Date: 10/11/02

Approved as to form:

_____
Erin Anderson
City Attorney

TRENDWEST PROPERTIES, INC.

By _____
George C. Cockill, Project Director

Date: 10/30/02

TRENDWEST INVESTMENTS, INC.

By _____
George C. Cockill, Project Director

Date: 10/30/02

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ATTACHMENTS

ATTACHMENT A	Description of Trendwest UGA Property
ATTACHMENT B	Conditions of Approval
ATTACHMENT C	City of Cle Elum/Town of South Cle Elum Water Supply System Improvements Project: Permits and Approval Required
ATTACHMENT D	City of Cle Elum Regional Wastewater Facilities Project: Permits and Approvals Required

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ATTACHMENT A

LEGAL DESCRIPTION FOR TRENDWEST PROPERTIES

Swiftwater
Job No. 998-020-002-2000
August 23, 2002

EXHIBIT "A"

LEGAL DESCRIPTION
FOR TRENDWEST PROPERTIES

Those portions of Sections 21, 28, 29, 30, 31, 32 and 33, all in Township 20 North, Range 15 East, W.M., Kittitas County, Washington, being more particularly described as follows:

Parcel B3 as described and/or delineated on that certain Survey as recorded May 19, 1999, in Book 24 of Surveys, Pages 73 and 74, under Auditor's File No. 199905190001, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 21, Township 20 North, Range 15 East, W.M., in the County of Kittitas, State of Washington;

TOGETHER WITH Lots 1A, 3A and 4A as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581722 and filed in Book 21 of Surveys, Pages 14, 15 and 16, Records of Kittitas County, State of Washington; being portions of Section 28, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lots 1B, 2B, 3B and 4B as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581721 and filed in Book 21 of Surveys, Pages 12 and 13, Records of Kittitas County, State of Washington; being portions of Section 29, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lots 1F and 1E as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581720 and filed in Book 21 of Surveys, Pages 10 and 11, and as amended by that certain Amended Survey recorded October 11, 1996 under auditor's File No. 199610110005 and filed in Book 22 of Surveys, Pages 96 and 97, Records of Kittitas County, State of Washington; being a portion of the southeast quarter of Section 30, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lots 3 and 4, as described and/or delineated on the face of that certain Survey recorded June 13, 1995 under Auditor's File No. 582256 and filed in Book 21 of Surveys, Pages 46 and 47, Records of Kittitas County, State of Washington; being a portion of the northeast quarter of Section 31, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lots 3A and 4A, as described and/or delineated on the face of that certain Survey recorded February 21, 1997, under Auditor's File No. 199702210003 and filed in

Book 22 of Surveys, Page 178, Records of Kittitas County, State of Washington; being a portion of the Northeast Quarter of Section 32, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lots 1C and 2A as described and/or delineated on that certain Survey as recorded February 26, 2002, in Book 27 of Surveys, Page 91, under Auditor's File No. 200202260030, records of Kittitas County, Washington; being a portion of the Northwest Quarter of Section 32, Township 20 North, Range 15 East, W.M., in the County of Kittitas, State of Washington;

ALSO TOGETHER WITH that portion of Lot 2A, as described and/or delineated on that certain Survey as recorded February 26, 2002, in Book 27 of Surveys, Page 91, under Auditor's File No. 200202260030, records of Kittitas County, Washington; lying within the Southwest Quarter of the Northwest Quarter of Section 32, Township 20 North, Range 15 East, W.M., lying Southwesterly of the area deeded to the State of Washington for a channel change as recorded under Auditor's File No. 205609, in the County of Kittitas, State of Washington;

ALSO TOGETHER WITH Lot 1A, as described and/or delineated on that certain Survey as recorded February 21, 1997, in Book 22 of Surveys, Page 177, under Auditor's File No. 199702210002, records of Kittitas County, Washington; being that portion of the Northwest Quarter of the Northwest Quarter of Section 33, Township 20 North, Range 15 East, W.M., lying Northwesterly of the Northwesterly line of Primary State Highway No. 2 (I-90), in the County of Kittitas, State of Washington.

ALSO TOGETHER WITH Lot 1 as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581718 and filed in Book 21 of Surveys, Pages 6 and 7, Records of Kittitas County, State of Washington; being a portion of the Northwest Quarter of Section 27, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lot 2A-2 of that certain Survey as recorded August 13, 1998, in Book 23 of Surveys, Page 187, under Auditor's File No. 199808130020, Records of Kiittitas County, Washington, being a portion of Northeast Quarter of Section 29, Township 20 North, Range 15 East, W.M., in the County of Kittitas, State of Washington;

EXCEPTING therefrom the following:

A parcel of land lying in the Northeast Quarter of Section 28, Township 20 North, Range 15 East, W.M., County of Kittitas, State of Washington; more particularly described as follows:

COMMENCING at the Northeast corner of said Section 28;

THENCE South 0°35'53" West, 1.107.94 feet, along the East line of said Section 28 to the Southwesterly Right of Way State Route 903;

THENCE North 61°39'20" West along said Right of Way, 339.18 feet to the Point of Beginning of this description;

Thence South 28°20'40" West, 699.06 feet to the beginning of a horizontal curve, whose radius point bears North 61°39'20" West, 200.00 feet;

THENCE Southwesterly along the arc of a said curve through a central angle of 89°59'08", 314.11 feet;

THENCE North 61°40'12" West, 446.80 feet, to a concrete monument with a brass cap stamped "PSPL PROP COR";

THENCE North 73°08'36" East, 400.02 feet, to a concrete monument with a brass cap stamped "PSPL PROP COR";

THENCE North 16°51'23" West, 650.07 feet, to a concrete monument with a brass cap stamped "PSPL PROP COR";

THENCE North 73°08'44" East, 221.64 feet, TO THE Southwesterly Right of Way of State Route 903, said point being South 7308'44" West, 1.24 feet of a concrete monument with a brass cap stamped "PSPL PROP COR";

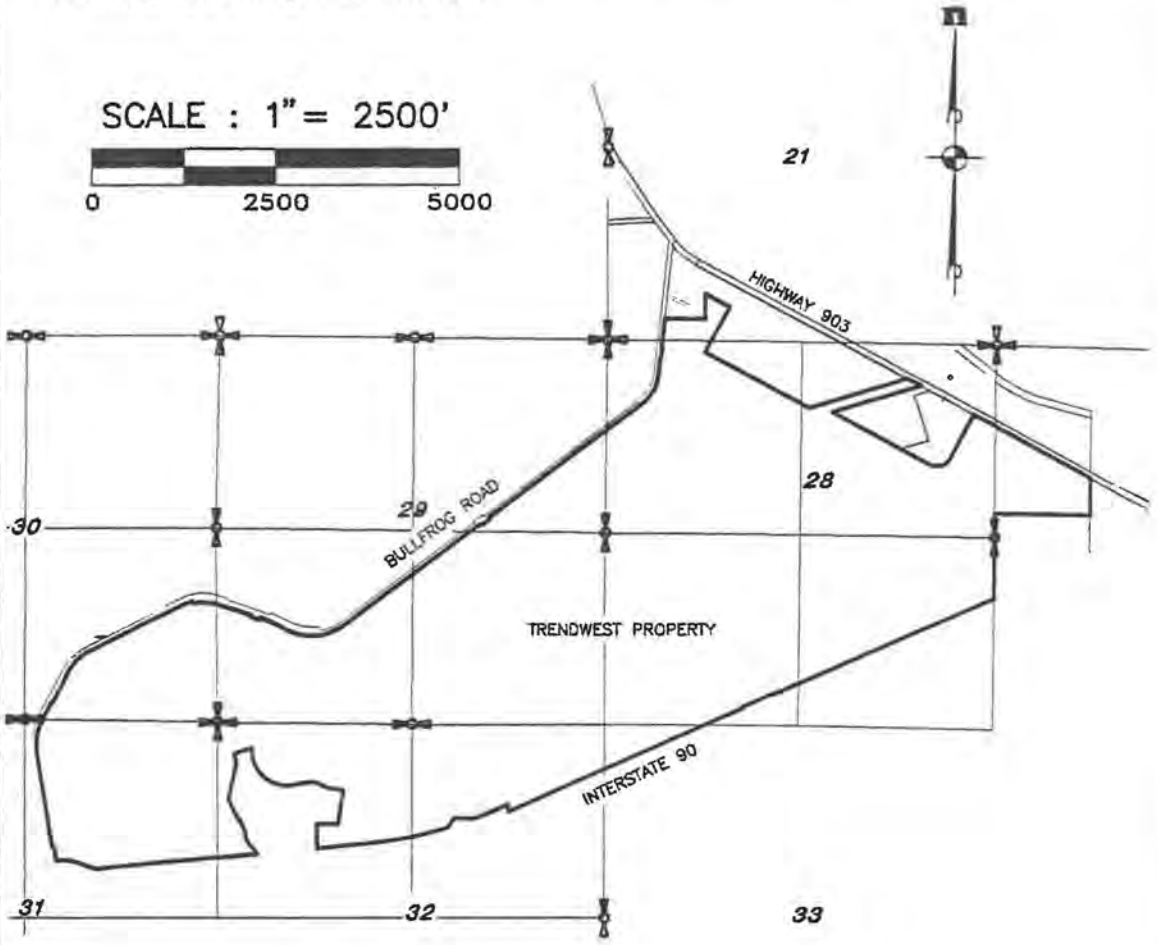
THENCE South 61°39'20" East, 670.00 feet along said Right of Way to the Point of Beginning and the terminus of this description.

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EXHIBIT

TO ACCOMPANY LEGAL DESCRIPTION FOR TRENDWEST PROPERTIES

A PORTION OF SECTIONS 21, 28, 29, 30, 31, 32 AND 33
TWP. 20 N., RGE. 15 E., W.M.,
KITTITAS COUNTY, WASHINGTON



ESM CONSULTING ENGINEERS LLC
720 S. 348th Street
Federal Way, WA 98003
www.esmcivil.com
FEDERAL WAY (253) 838-6113
BOTHELL (425) 415-6144
BREMERTON (360) 792-3375
Civil Engineering | Land Surveying | Land Planning
Public Works | Project Management | Landscape Architecture

JOB NO. 998-020-002-2000
DRAWING NAME : EN-04
DATE : 08-26-02
DRAWN : MRB
SHEET 1 OF 1

Swiftwater
Job No. 998-020-002-2000
August 23, 2002

EXHIBIT "A"

LEGAL DESCRIPTION
FOR TRENDWEST PROPERTIES

Those portions of Sections 21, 28, 29, 30, 31, 32 and 33, all in Township 20 North, Range 15 East, W.M., Kittitas County, Washington, being more particularly described as follows:

Parcel B3 as described and/or delineated on that certain Survey as recorded May 19, 1999, in Book 24 of Surveys, Pages 73 and 74, under Auditor's File No. 199905190001, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 21, Township 20 North, Range 15 East, W.M., in the County of Kittitas, State of Washington;

TOGETHER WITH Lots 1A, 3A and 4A as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581722 and filed in Book 21 of Surveys, Pages 14, 15 and 16, Records of Kittitas County, State of Washington; being portions of Section 28, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lots 1B, 2B, 3B and 4B as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581721 and filed in Book 21 of Surveys, Pages 12 and 13, Records of Kittitas County, State of Washington; being portions of Section 29, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lots 1F and 1E as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581720 and filed in Book 21 of Surveys, Pages 10 and 11, and as amended by that certain Amended Survey recorded October 11, 1996 under auditor's File No. 199610110005 and filed in Book 22 of Surveys, Pages 96 and 97, Records of Kittitas County, State of Washington; being a portion of the southeast quarter of Section 30, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lots 3 and 4, as described and/or delineated on the face of that certain Survey recorded June 13, 1995 under Auditor's File No. 582256 and filed in Book 21 of Surveys, Pages 46 and 47, Records of Kittitas County, State of Washington; being a portion of the northeast quarter of Section 31, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lots 3A and 4A, as described and/or delineated on the face of that certain Survey recorded February 21, 1997, under Auditor's File No. 199702210003 and filed in

Book 22 of Surveys, Page 178, Records of Kittitas County, State of Washington; being a portion of the Northeast Quarter of Section 32, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lots 1C and 2A as described and/or delineated on that certain Survey as recorded February 26, 2002, in Book 27 of Surveys, Page 91, under Auditor's File No. 200202260030, records of Kittitas County, Washington; being a portion of the Northwest Quarter of Section 32, Township 20 North, Range 15 East, W.M., in the County of Kittitas, State of Washington;

ALSO TOGETHER WITH that portion of Lot 2A, as described and/or delineated on that certain Survey as recorded February 26, 2002, in Book 27 of Surveys, Page 91, under Auditor's File No. 200202260030, records of Kittitas County, Washington; lying within the Southwest Quarter of the Northwest Quarter of Section 32, Township 20 North, Range 15 East, W.M., lying Southwesterly of the area deeded to the State of Washington for a channel change as recorded under Auditor's File No. 205609, in the County of Kittitas, State of Washington;

ALSO TOGETHER WITH Lot 1A, as described and/or delineated on that certain Survey as recorded February 21, 1997, in Book 22 of Surveys, Page 177, under Auditor's File No. 199702210002, records of Kittitas County, Washington; being that portion of the Northwest Quarter of the Northwest Quarter of Section 33, Township 20 North, Range 15 East, W.M., lying Northwesterly of the Northwesterly line of Primary State Highway No. 2 (I-90), in the County of Kittitas, State of Washington.

ALSO TOGETHER WITH Lot 1 as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581718 and filed in Book 21 of Surveys, Pages 6 and 7, Records of Kittitas County, State of Washington; being a portion of the Northwest Quarter of Section 27, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lot 2A-2 of that certain Survey as recorded August 13, 1998, in Book 23 of Surveys, Page 187, under Auditor's File No. 199808130020, Records of Kiittitas County, Washington, being a portion of Northeast Quarter of Section 29, Township 20 North, Range 15 East, W.M., in the County of Kittitas, State of Washington;

EXCEPTING therefrom the following:

A parcel of land lying in the Northeast Quarter of Section 28, Township 20 North, Range 15 East, W.M., County of Kittitas, State of Washington; more particularly described as follows:

COMMENCING at the Northeast corner of said Section 28;

THENCE South 0°35'53" West, 1.107.94 feet, along the East line of said Section 28 to the Southwesterly Right of Way State Route 903;

THENCE North 61°39'20" West along said Right of Way, 339.18 feet to the Point of Beginning of this description;

Thence South 28°20'40" West, 699.06 feet to the beginning of a horizontal curve, whose radius point bears North 61°39'20" West, 200.00 feet;

THENCE Southwesterly along the arc of a said curve through a central angle of 89°59'08", 314.11 feet;

THENCE North 61°40'12" West, 446.80 feet, to a concrete monument with a brass cap stamped "PSPL PROP COR";

THENCE North 73°08'36" East, 400.02 feet, to a concrete monument with a brass cap stamped "PSPL PROP COR";

THENCE North 16°51'23" West, 650.07 feet, to a concrete monument with a brass cap stamped "PSPL PROP COR";

THENCE North 73°08'44" East, 221.64 feet, TO THE Southwesterly Right of Way of State Route 903, said point being South 7308'44" West, 1.24 feet of a concrete monument with a brass cap stamped "PSPL PROP COR";

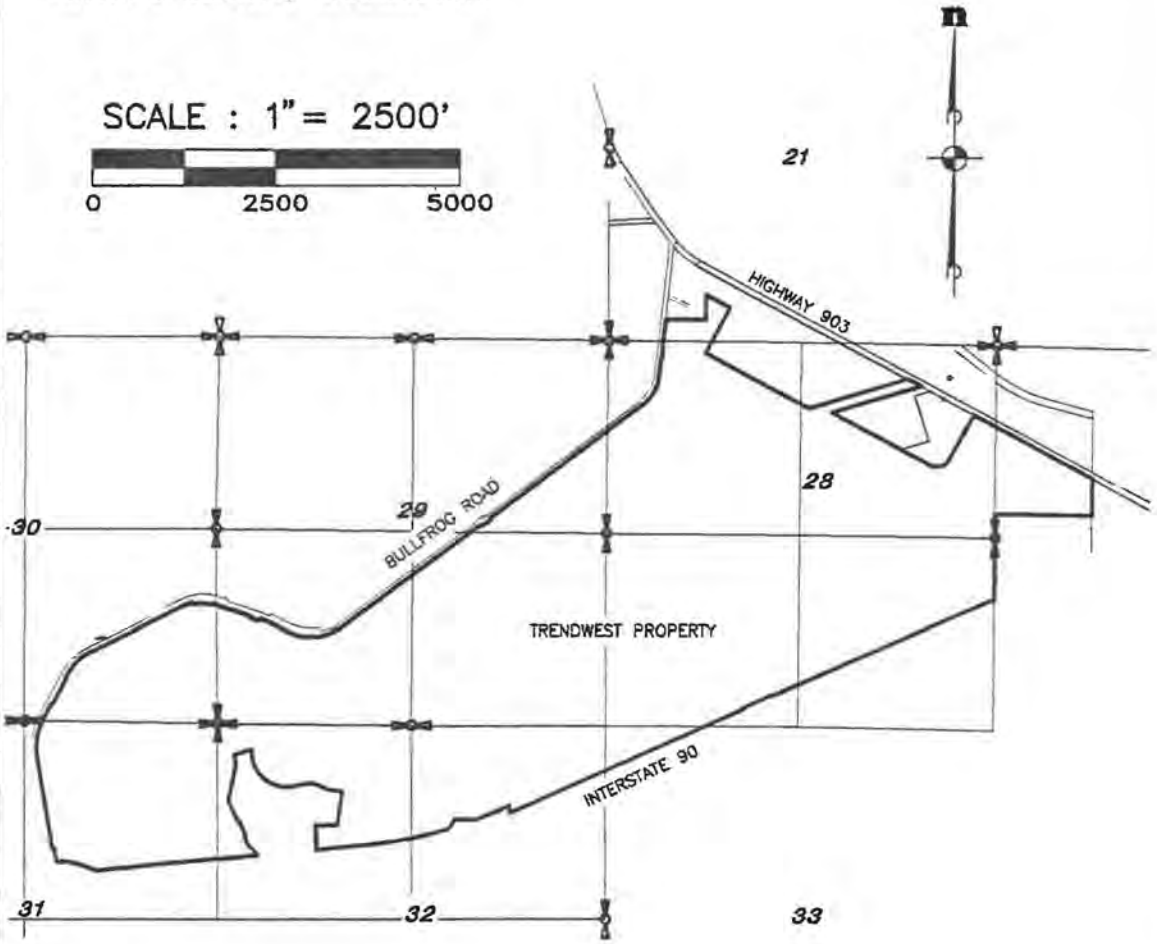
THENCE South 61°39'20" East, 670.00 feet along said Right of Way to the Point of Beginning and the terminus of this description.

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EXHIBIT

TO ACCOMPANY LEGAL DESCRIPTION FOR TRENDWEST PROPERTIES

A PORTION OF SECTIONS 21, 28, 29, 30, 31, 32 AND 33
TWP. 20 N., RGE. 15 E., W.M.,
KITTITAS COUNTY, WASHINGTON



ESM CONSULTING ENGINEERS LLC
720 S. 348th Street
Federal Way, WA 98003
www.esmcivil.com
FEDERAL WAY (253) 838-6113
BOTHELL (425) 415-5144
BREMERTON (360) 792-3375
Civil Engineering
Public Works
Land Surveying
Project Management
Land Planning
Landscape Architecture

JOB NO. 998-020-002-2000
DRAWING NAME : EN-04
DATE : 08-26-02
DRAWN : MRB
SHEET 1 OF 1

ATTACHMENT B

CONDITIONS OF APPROVAL

ATTACHMENT B

CONDITIONS OF APPROVAL

CONDITIONS OF APPROVAL, CLE ELUM UGA
TRENDWEST MASTER SITE PLAN
October 8, 2002

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.

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LAND USE SUMMARY

RESIDENTIAL USES	AREA (Acres)	QUANTITY[1] PROPOSED
Single Family Residential	165	810 units
Multi-Family Residential	56	524 units
Low Income Housing	7.5	50[2]
Subtotal	228.5 (20.8%)	1334 units + 50 low-income
NON-RESIDENTIAL USES: Trendwest Facilities		
Neighborhood Clubhouse & Lake	18	
Recreation Expansion	10.5	
Subtotal	28.5 (2.6%)	
OTHER USES		
Community Recreation Center	12	
School Expansion	35	
Cemetery Expansion	10	
Business Park	75	950,000 SF
Water Treatment Plant	12	
Reserve	175	
Subtotal	319 (29.0%)	
OPEN SPACE		
Undeveloped Open Space	246	
Buffers / Steep Slope Areas	172	
Powerline R.O.W.	37	
Residential Buffers	69	
Subtotal	524 (47.6%)	
TOTAL	1100 (100%)	1334 Units +50 low income

[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.

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. 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.

4. The Development Standards in Attachment 2 shall govern all aspects of development in the UGA addressed in those standards.

5. With regard to the business park, at the time of road design, Developer shall identify the proposed access points into the business park. At that time, Developer shall also change the continuous left turn lane shown on standard detail R-8 to a median strip with left turn pockets at the identified access points to the business park, or an alternative design approved by the City.

6. Developer shall provide an internal buffer between residential and business park parcels sufficient to provide a 75 percent screen after 5 years of growth, including supplemental vegetation, if needed, to accomplish the screening.

7. With regard to public uses included in the Master Site Plan (the school expansion, the water treatment plant, and the community center), use limitations will be in accordance with Condition 1, above. The maximum lot coverage for those uses shall be 35 percent (buildings and structures). A minimum of 20 percent of the sites of those uses shall be landscaped. Structures on the sites of those uses shall be set back 10 feet from property lines generally, 50 feet from property lines abutting SR 903, and 100 feet from property lines along Bullfrog Road. Structures in those use areas shall be limited to 35 feet in height.

8. Developer shall retain all responsibility for water quality and noxious weed management in the proposed lake.

9. Developer shall submit the proposed CC&R's to the City Attorney at least 60 days prior to such recording, to review for the purpose of ensuring consistency between the proposed CC&R's and these Conditions of Approval and to review for matters that may affect public ownership or public interests. The CC&R's shall not be recorded until they have been reviewed by the City Attorney, which review shall be completed within 30 days of submittal. Any objections based on inconsistency with these Conditions of Approval or any conflict with public ownership or public interest on the site shall be resolved pursuant to the Mediation and Arbitration Agreement dated December 7, 1999, a copy of which is attached as Attachment 3.

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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 17.76 shall be used to assess compliance of individual development proposals that are subject to Site and Design Review with the terms and Conditions of this Master Site Plan Approval.

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.

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 shall be the responsibility of Trendwest, as the master developer, unless the City has adequate assurances that any such additional mitigation is attributed to and can be adequately provided by an individual future plat for a future phase or subphase, or as provided in the Transfers of Obligation section of the Development Agreement.

E. The Business Park may be developed in phases, provided a minimum of 37.5 acres shall be identified in the first phase and an additional 37.5 acres shall be reserved for subsequent development unless or until Developer demonstrates there is insufficient market demand for this subsequent phase and obtains a modification pursuant to the Planned Mixed Use Ordinance.

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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 P-4 S-1 S-2	• Single-Family Dwelling • Accessory Buildings • Accessory Dwelling Units • 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.*	• Bed and Breakfast • Guesthouse *When accessory to the permanent residence of the operator, as permitted by CEMC 17.16.030*	CEMC 17.16
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.

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16. In general, all streets and alleys in the UGA shall be public. No gates, walls or other access restrictions on these public streets and alleys shall be permitted, provided that nothing in this Condition shall be interpreted to prohibit construction of a complex of residential units on a single legal lot, such as an apartment complex, with private drives, parking, circulation, recreational facilities, or other amenities available only to the residents of that particular residential development and provided further that, the City may approve some private streets or access restrictions it deems appropriate for senior residential housing that do not interfere with the overall subarea plan objective to create a single, integrated community. Emergency service providers including the Kittitas County Sheriff's Office, the Cle Elum-Roslyn-So. Cle Elum Police Department, the City of Cle Elum Public Works Director, ambulance service providers and the Office of the City Clerk shall be provided with access to the gates or security devices through uniform key pad access, lock box, master key or other similar method to allow rapid access through the device.

BUSINESS/OFFICE PARK USES

17. As shown on Attachment 1, commercial and light industrial uses shall be permitted in the area identified as Business Park. Commercial and light industrial uses shall be limited to a maximum of 950,000 gross square feet on approximately 75 acres, and shall be limited to the uses permitted in CEMC 17.34 BP zone and CEMC 17.36 I zone, provided that the uses listed in CEMC 17.45.050 (B) and (C) shall not be permitted. A maximum of 100 temporary RV sites shall be permitted in a portion of the Business Park parcel, subject to the requirements in Condition 23.

18. Development standards for the individual business park uses are specified in Attachment 2. If a specific standard is not listed in Attachment 2, the standards of Chapter 17.34 Business Park District shall apply. Building design shall be subject to the provisions of the design standards established in Attachment 2 for the Business Park area.

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.

A. Acreage shall all be useable for housing construction (not steep slopes, wetlands, etc), and the City shall approve the feasibility of the location for constructing the required 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.

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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. The parcel or parcels shall be identified and conveyed to the City or the other housing entity prior to final plat approval for the final plat that includes the 250th residential housing unit.

F. 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.

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. Developer

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shall support and participate in the school training programs described in the RIDGE Settlement Agreement to further promote local hiring of existing residents.

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 a 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. The Reserve Parcel as shown on Attachment 1is 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. 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.

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BUFFER AND OPEN SPACE

26. The Cle Elum River Corridor, shown on Attachment 1 shall be set aside in a combination of permanent Natural Open Space and Managed Open Space, consistent with the requirements, use limitations and management requirements described in the Cooperative Agreement between Trendwest, the Yakama Nation and the Washington Department of Fish and Wildlife (WDFW) dated December 4, 2000, ("Cooperative Agreement"), and the additional requirements found in the Settlement Agreement between Trendwest and RIDGE, dated September 22, 2001 ("RIDGE Settlement Agreement").

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 RIDGE Settlement Agreement and the Cooperative Agreement. The additional Cle Elum River Corridor Open Space shown on Attachment 1 that is located outside of, and adjacent to, the geomorphic floodplain shall be considered Managed Open Space and may be more intensely managed or changed by selective logging, thinning or vegetation removal to establish better habitat conditions conducive to selected species and to establish more useable area for recreational purposes. Though no residential development will occur in this open space, limitations on structures, motorized vehicles, domestic animal use, and human use will be less restrictive than in the Natural Open Space, consistent with the requirements of the RIDGE Settlement Agreement.

B. While the City is not a party to the Cooperative Agreement and the RIDGE Settlement Agreement, by this Condition the City shall be given the opportunity to review and comment on all of the implementation measures in those agreements that affect the Cle Elum River corridor within the UGA or affect land uses within the UGA, and any changes from the requirements of those agreements that are proposed by the parties to those agreements that affect the Cle Elum River corridor within the UGA or affect land uses within the UGA shall not be applied if inconsistent with these Conditions of Approval unless and until the City specifically approves such changes.

27. I-90 Buffer requirement

A. 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. As a condition of final plat approval for the parcel(s) that includes this buffer, the owner shall record a conservation easement over this required buffer area, consistent with the requirements of this Condition. The conservation easement shall also

provide for perpetual management for wildfire concerns, consistent with the requirements for perimeter buffer open space and the land stewardship plan prepared for perimeter buffer open spaces in the Cooperative Agreement and the requirements for perimeter buffer open space in the RIDGE Settlement Agreement. The language of the easement shall be reviewed and approved by the City prior to recording.

28. Bullfrog Road Buffer

A. 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. As a condition of final plat approval for the parcel(s) that includes this buffer, the owner shall record a conservation easement over this required buffer area, consistent with the requirements of these Conditions. The conservation easement shall also provide for perpetual management for wildfire concerns, consistent with the requirements for perimeter buffer open space and the land stewardship plan prepared for perimeter buffer open spaces in the Cooperative Agreement and the requirements for perimeter buffer open space in the RIDGE Settlement Agreement. The language of the easement shall be reviewed and approved by the City prior to recording.

29. SR 903 Buffer

A. 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. As a condition of final plat approval for the parcel(s) that includes this buffer, the owner shall record a conservation easement over this required buffer area, consistent with the requirements of these Conditions. The conservation easement shall

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also provide for perpetual management for wildfire concerns, consistent with the requirements for perimeter buffer open space and the land stewardship plan prepared for perimeter buffer open spaces in the Cooperative Agreement and the requirements for perimeter buffer open space in the RIDGE Settlement Agreement. The language of the easement shall be reviewed and approved by the City prior to recording.

30. All areas shown as open space on Attachment 1 shall be subject to the use limitations and management requirements of the Cooperative Agreement and the RIDGE Settlement Agreement.

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 RIDGE Settlement Agreement and the Cooperative Agreement. Developer may seek City approval pursuant to CEMC 17.76 for an interpretive center at this location, provided that additional environmental review of any such center shall first be required, and an interpretive center may only be permitted at this location if the proposed center will not interfere with the objective of this natural open space area as defined in Exhibit D of the RIDGE Settlement Agreement and Section C(3)(c)(2)(D) of the Cooperative Agreement; and the interpretive center is designed to avoid or mitigate any significant or material harm to or interference with salmon passage, spawning, or rearing in the Cle Elum River.

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. 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

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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. As shown on the Master Site Plan, Developer shall dedicate approximately 12 acres for a community park facility on or before 5 years after the date of Master Site Plan Approval as follows:

A. The acreage shall be deeded to an Upper Kittitas County Community Center Non-Profit organization formed for the purpose of constructing, owning and operating a Community Center. The deed shall include a condition subsequent that provides for conveyance of the land to the City if within 5 years after the date of the Master Site Plan Approval, the Community Center organization has not obtained commitments for all necessary funding to construct and operate at a minimum the community center recreational facilities identified in Condition 38C. The language of the deed and, in particular, the Condition subsequent, shall be reviewed and approved by the City Attorney prior to conveyance.

B. The Non-Profit Community Center organization shall be responsible for fundraising, construction, and operation of the Community Center and associated recreational facilities, provided that the facilities shall be made available to all residents of the City of Cle Elum, the City of Roslyn, the Town of South Cle Elum and residents of Upper Kittitas County. Developer agrees to support efforts to establish a permanent funding source for ongoing operations, but is not required to provide such funding.

C. In the event the Non-Profit Community Center Organization is unable to raise sufficient funds to commence construction of, at a minimum, the recreational facilities listed in this Condition within 5 years after the date of this Master Site Plan

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Approval, and pursuant to Condition 38A above, the property is conveyed to the City, then Developer shall be required to make the following recreational facility contributions to the City:

i. Two Little League baseball/softball fields.

ii Two soccer fields, which may be joint use fields with the school district if, pursuant to the school district mitigation agreement, Developer has donated the additional 5 acres to the district for soccer fields, if the district has obtained funding to construct the 2 soccer fields and if the district has executed an agreement with terms acceptable to the City to allow residents to use the soccer fields at those times when they are not being used for district-sponsored games.

iii. 1 multi-purpose court.

iv. 1 restroom.

v. Parking for a minimum of 30 cars.

vi. The City and Developer may agree to revise or "trade" one or more of the recreational facilities listed in Conditions 38C(i)-(v) above, for other recreational facilities not listed, provided any such revision or trade shall be reviewed and approved by the Cle Elum City Council.

vii. Developer shall contribute half of the funds necessary to construct these facilities at the time the land is conveyed to the City and the other half of the funds prior to final plat approval for the 1,000th residential unit (counting both single family and multi family units).

viii. The City shall review and approve the development and construction standards for these recreational facilities, consistent with other recent construction in other jurisdictions of comparable population.

39. Developer shall further construct and dedicate to the City pocket/mini parks with a size range of .25-to-.5-acre each that meet a total standard of .5 acres per 1,000 population in the UGA. Based on an estimated population of 3,120 from the approved 1,334 units on the Developer's property in the UGA, Developer shall dedicate a minimum of 1.56 acres for mini-parks. These parks shall be located in the residential development parcels at the time of preliminary plat approval for the particular parcel, shall be landscaped and developed consistent with the standards in Attachment 2 and shall include tot-lot play equipment and benches. No parking or restroom facilities are required.

40. The proposed neighborhood park and center shown on the master site plan shall include, at a minimum, the following areas and facilities that are open and available to the general public:

A. 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. A public trail adjacent to the lake.

C. 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.

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D. 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 in CEMC 17.76.

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.

FISH AND WILDLIFE

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45. Developer shall comply with all of the requirements for fish and wildlife mitigation contained in the Cooperative Agreement and the RIDGE Settlement Agreement that apply to the UGA property.

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 also be obligated to comply with all requirements of federal and State laws applicable to threatened or endangered species.

EARTH AND STORM WATER

49. All construction and development activity within the UGA shall comply with the Washington Department of Ecology August 2001 Stormwater Management Manual for Western Washington or, after City review and acceptance, the final Stormwater Management Manual for Eastern Washington when published by the Washington Department of Ecology (collectively, the "DOE Manual"), as well as with the supplemental requirements contained in the Development Standards, Attachment 2.

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.

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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 2001 Storm Water Management Manual for Western Washington. This information shall be reviewed and approved by the City prior to commencement of any clearing or grading activity that disturbs the soil.

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 to the City on an annual basis:

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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 land slides in any steep slope or landslide hazard area, and the construction drawings submitted for such facilities shall include sufficient information to determine that this Condition can be met. Similarly, prior to commencing clearing or grading for the proposed lake, the owner shall submit sufficient information that demonstrates the proposed location of the lake will not jeopardize the stability of the ravine slopes adjacent to the lake.

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,

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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 stormwater facilities shall be conveyed to the 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 the RIDGE Settlement Agreement and 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. Developer shall specify the size and overflow elevation of the zone 3 reservoir at the time of submittal of the Master Plat application. The City shall review and approve or revise the proposed size and overflow location of the zone 3 reservoir at the time of approval of the Master Plat.

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. 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. Developer shall revise application Figure B.7.1. to indicate a gravity sewer line from the water treatment plant.

NOISE

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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.

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. 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

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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 and the RIDGE Settlement 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

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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. Developer or, if applicable, each parcel developer shall be obligated to pay its pro-rata share of the following off-site improvements at the approximate dates or increments of development indicated. The forecast traffic and transportation related items, as follows, are predicated on an assumed development build-out at 5 and 10-year periods. If the project development in whole or in part deviates from the forecast time schedules at 5 and 10 years, as demonstrated by the monitoring program described in Condition 92, then an alternative schedule for these improvements shall be developed based on actual, as opposed to forecast, build-out schedule. Further, if MPR development proceeds at a pace different than that assumed in the FEIS analysis, the monitoring program results shall serve as the basis to modify the timing or nature of off-site improvements that are triggered by the cumulative impacts of both the MPR and UGA development. For each traffic signal listed, construction shall only be required in the year indicated if signal warrants are met. Warrant analysis shall be based on summer weekday traffic volumes. If not met, the signal installation may be delayed until warrants are met and the monitoring program described in Condition 92 shall be the mechanism to identify when warrants are met. For each channelization improvement listed, the need for construction, extent of construction, and timing of construction shall be based on the monitoring program's analysis of the 5-year forecast of UGA development and the traffic volumes for the summer weekday PM peak hour. This analysis shall be consistent with accepted transportation planning and engineering practices. At the discretion of the City Engineer or Public Works Director, the City may require an assessment of monitoring results and forecasts based on the traffic model used to assess impacts in the UGA EIS, if reasonably determined necessary to further evaluate the 5-year trip generation and distribution forecasts contained in the monitoring program report.

A. Traffic Signal at First and South Cle Elum Way in year 5.

B. Traffic Signal at First and Oakes in year 10, or, if deemed more appropriate by the City at the intersection of First Street and the proposed new access road to Ranger Station Road.

C. Traffic Signal at SR 903 and Bullfrog Road in year 5.

D. Addition of northbound left turn and right turn lanes, eastbound right turn lanes, a westbound left turn lane and/or traffic signal at Second Street and South Cle Elum Way in year 10.

E. Addition of a southbound left turn lane and/or eastbound and westbound left turn lanes at West First and Pine Street in year 10.

F. Kittitas County has imposed requirements for improvements and realignment of the SR 903/Bullfrog Road intersection on the first phase of construction of the MPR development. If, at the time of the preliminary parcel plat within the UGA that contains the 250th residential lot or in excess of 250,000 square feet of business park development, these intersection improvements have not been constructed or, at a minimum, full funding has not been irrevocably committed, then Developer shall be required to pay its pro-rata share of these same intersection improvements as a condition of the applicable preliminary parcel plat on the UGA property and may further be subject to the limitations and options of the requirements for these improvements as described in Condition 89.

G. Relocate the STOP at the east-bound off ramp of I-90 at the Bullfrog interchange, so that exiting traffic flows freely and the Bullfrog Road traffic has the STOP sign. Developer may coordinate and share the costs associated with this improvement with MPR development, since the impact at this location is shared with the MPR development.

86. For all off-site transportation mitigation measures, Developer's pro-rata share shall be calculated by dividing the traffic generated by each traffic generator (MPR, UGA, Background) by the total projected increase in volumes for the affected intersection or road segment. The traffic volume projections shall be based on the most current monitoring report. In general, the calculation of pro-rata share shall include the following steps:

A. Base Year Traffic shall be determined at the individual intersection or road segment that needs mitigation, using the 2000 monitoring report data.

B. Forecasted traffic volumes shall be based on projections in the UGA FEIS or, if available, the most current monitoring program forecast. The forecast will include projections for growth in background traffic, MPR traffic and UGA traffic using a common forecast year. If the City determines it is necessary to further assess forecasted trip distribution patterns, the City may require the monitoring data be input into the model that was prepared for the UGA EIS.

C. The base year traffic shall be subtracted from the forecasted traffic volume to calculate the net increase in traffic volumes for background traffic, UGA traffic and MPR traffic.

D. The pro-rata share of each contributor shall be calculated on a percentage basis by dividing the volume generated by each contributor by the forecasted net increase in traffic volumes.

E. The resulting percentages shall be applied to the total cost of an improvement to determine the background's, the UGA's and the MPR's share.

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87. The background growth rate assumption from the FEIS, as well as the UGA and MPR traffic projections from the FEIS, may be revised every year that monitoring is required, based on the data collected in the traffic monitoring program described in Condition 92. If any of the assumed or projected traffic volumes are revised, the UGA proportionate share of any off-site traffic mitigation costs not yet incurred shall be based on the revised rates and projections demonstrated by the traffic monitoring.

88. Calculation and collection of proportionate shares shall be coordinated with Conditions C-5 through C-10 of the County's MPR approval.

89. Transportation Improvements.

A. If the combined existing and projected traffic generated by a particular phase or sub-phase of development being reviewed for preliminary plat or binding site plan approval is forecasted to cause the weekday p.m. peak hour level of service on affected intersections or road segments to fall below the level of service standard D, applied by the City and County at the time of UGA approval, improvement(s) will be required to return the level of service to the adopted standard. The Highway Capacity Manual methodology used to calculate the forecasted level of service shall be the same as that used by the County to apply the adopted standard. If the necessary improvement is one for which Developer is only required to pay a proportionate share, as opposed to the full share; and if at the time Developer proposes to construct and occupy the phase or sub-phase of the development, there are not sufficient public funds available to provide the required public share, then Developer may elect to pursue one of the following options:

i. Either Developer can agree to wait to construct the phase or sub-phase until public funds are available for the public share of the required transportation improvements; or

ii. Developer can elect to pay the public share of the required transportation improvement and proceed with the phase or sub-phase. If this option is selected, the City agrees to then consider adoption of such procedures as are legally available to develop a reimbursement mechanism, such as Local Improvement District, latecomers' agreement, or other legal reimbursement mechanism whereby other property owners who develop their property beyond existing uses and benefit from such improvements at a later date will be charged a fair pro-rata share of the cost of such improvements from which they are then benefiting and from which Developer can then be reimbursed for its payment of the public share of such improvement. Nothing in this Condition shall be construed to require the City to agree to the establishment of an LID, a latecomer's reimbursement or other legal reimbursement mechanism unless and until the City has complied with all of the constitutional and statutory requirements for consideration of such mechanisms, and then only if the City determines, in its sole discretion, that establishment of the reimbursement mechanism is consistent with those requirements.

B. If Developer provides the City with a proposed schedule of UGA development and the resulting off-site traffic mitigation measures for which they expect

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there to be a City share, the City Public Works Department shall include all projected City shares of those off-site traffic improvements in its proposed 6-year capital improvement program, so that the City can plan for funding within that 6-year time frame.

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. 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. Monitoring: Developer and the City shall, in cooperation with Kittitas County, implement a transportation monitoring program substantially similar to the Final Draft MountainStar MPR Transportation Monitoring Program dated 04/30/02, attached as Attachment 5, provided the monitoring program for the UGA shall document UGA-generated traffic. The monitoring program elements established in this Condition along with other elements required to effectively and fairly implement and operate the program will be compiled into a separate document that is similar in format to the MPR Transportation Monitoring Program referenced above. The Developer shall prepare this document and submit it to the City for approval. The objectives of the monitoring program are:

A. To document traffic volumes at key points in the local transportation network that would be impacted by UGA and/or MPR generated traffic volumes,

B. To separate MPR, UGA and background traffic from the total traffic volumes,

C. To establish a growth rate for background traffic,

D. To identify unforeseen potential traffic impacts,

E. To establish a mechanism for determining when transportation improvements need to be in place.

If monitoring indicates that UGA or cumulative UGA and MPR trip generation exceeds FEIS projections or UGA or cumulative UGA and MPR trip distribution is different from FEIS projections during the first 10 years after Master Site Plan Approval, or thereafter if monitoring indicates impacts of UGA development or cumulative impacts of UGA and MPR development not identified in the FEIS, additional mitigation may be necessary in connection with subsequent UGA approvals. The monitoring program shall include documentation of average weekday and weekend hourly traffic volumes and turning movement volumes for the weekday p.m. peak hour. Because MPR monitoring occurs the week prior to Labor Day, and through the Labor Day weekend, it is anticipated that to coordinate data collection, the UGA counts will be conducted

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during the same period at the following locations and by the count method specified. To determine the effects of school-related traffic, Mechanical Tube count data will also be collected the week of Labor Day at the locations indicated. A.M. peak hour turning movement counts will be made on the Wednesday or Thursday prior to Labor Day. Based on the results of monitoring, the City may add or delete monitoring locations it deems appropriate to track those locations where UGA and MPR traffic are expected to cause impacts.

Trendwest and the City shall solicit comments from WSDOT, the City of Roslyn, the Town of South Cle Elum and the County (hereafter "Other Transportation Jurisdictions") on the scope of the monitoring program prior to its approval by the City and its implementation. The City will make a decision on the appropriate scope of the monitoring based on any input received from the Other Transportation Jurisdictions.

If Trendwest uses material from the South Cle Elum gravel pit, then the monitoring program shall also include monitoring of the truck route through South Cle Elum.

The Other Traffic Jurisdictions shall receive a copy of any monitoring report that addresses traffic within their jurisdiction and be provided an opportunity to comment. The City shall make a decision on the results of the monitoring program, including any decision to modify any of the traffic mitigation after consideration of input received.

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Mechanical Tube Count Locations (capable of providing 15 minute interval data)

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

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

Intersections (Manual Turning Movement Counts)

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

93. The Business Park developer shall submit with the first plat or binding site plan for the business park, a Transportation Demand Management plan ("TDM") to mitigate a portion of the impacts from the proposed business park development, including carpooling incentives, consideration of the feasibility of a shuttle service, bike racks and on-site facilities that

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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. 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;

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vi. Officer training, fire arms 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.

C. Fire Protection Mitigation shall include in fiscal shortfall accounting the following costs for personnel, equipment and facilities at the thresholds indicated:

i. The cost to repay $600,000 in general obligation bonds issued by the City to use with matching grant funds to remodel the main fire/ambulance station.

ii. One-half of the funding for a full-time fire chief starting in the year construction commences.

iii. When construction commences, Developer will provide a minimum of 2 new, fully-trained volunteer firefighters available to respond to calls and meet a 7:00 a.m. to 5:00 p.m. response level of service standard of ten minutes to the call location 90 percent of the time; or alternatively, if Developer cannot provide volunteers that can meet the training and response level of service, then Developer will fund through the shortfall account one fully-trained full-time firefighter at the time construction commences. Response times will be monitored by the City to verify the level of service. Fully-trained means EMT and Firefighter I.

iv. Developer will provide an additional 2 fully-trained volunteer firefighters by the time construction commences on any residential units in excess of 33 percent of the residential units in the UGA that meet the same training and level of service standard as in iii; or, alternatively, if Developer cannot provide volunteers that can meet the training and response level of service, then Developer will fund through the shortfall account one fully-trained full-time firefighter.

v. Developer will provide an additional 2 fully-trained volunteer firefighters by the time construction commences on any residential units in excess of 60 percent of the residential units in the UGA that meet the same training and level of service standard as in iii above; or, alternatively, if Developer cannot provide volunteers that can meet the training and response level of service, then Developer will fund through the shortfall account one fully-trained full-time firefighter.

vi. Developer acknowledges that it may be necessary to provide firefighters in advance of the trigger points identified if necessary to ensure completion of the required training by those trigger points.

vii. The costs associated with the training, firefighter clothing, and equipment for each volunteer or full-time firefighter as they are added.

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viii. $20,000 toward the price of a brush truck/rescue vehicle when construction commences.

ix. Developer will either make arrangement for the City to share the Fire District No. 7 fire tender included in the MPR mitigation, or provide funding through the shortfall account for a fire tender, when construction commences.

D. 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.

E. Funding for the City Administrator position and the 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 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

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pursuant to the provisions of the Restated and Amended Agreement for Payment of Professional, Staff and Consultant Services dated August 27, 2002, a copy of which is attached as Attachment 6 ("Processing Costs"). Building Code reviews shall be covered by the standard building permit fee. In addition, Developer shall be responsible for all reasonable staff and consultant costs to prepare and implement any implementing agreements or programs identified in the Conditions of Approval, such as the monitoring program(s).

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

98. City Facility and Services Shortfall. The UGA EIS projects a shortfall between projected project revenues and project expenses, especially during the first few years of project development, based on the EIS's estimate of project buildout. Prior to the first Master Plat Approval, Developer and City shall establish a shortfall mitigation accounting system as follows:

A. The City will quantify shortfalls based on actual revenues and expenditures associated with the project.

B. The City will institute an accounting procedure consistent with the fund accounting requirements of State law. The City will establish a separate fund called the "UGA Fund" as a regular operating fund of the City, similar to the system established by the City of Snoqualmie and previously approved by the State Auditor.

C. The City will credit the UGA Fund with revenues coming to the City from UGA development activity and charge this fund with expenses required to provide services to the UGA. At the end of each month, if the revenues posted to the fund, together with any previous balance, are insufficient to pay the expenses posted to the fund, then Developer will pay the difference as shortfall mitigation. If revenues exceed expenses, then a credit balance will be carried forward into the next month.

D. In setting its property tax levy amount each year, the City shall include all new construction and annexation valuations from the previous year.

E. The City will allocate revenues and expenditures between the existing City and the UGA as follows:

i. Property Tax Revenues. The City shall identify which property parcels are located in the UGA and obtain the total assessed valuation of those parcels from the Kittitas County Assessor. The City will include new construction values and annexation values in the property tax calculations. At the beginning of each year, a percentage of UGA assessed valuation will be calculated and each property tax distribution during that year is multiplied by this percentage and the resulting revenue credited to the UGA Fund.

ii. Utility Tax Revenues. City utility taxes are an important source of recurring revenues. The City currently levies the following utility taxes: 6 percent on electric, telephone, and cable TV service; and 4 percent on water and sewer service. Monthly taxes from utility services to the UGA shall be credited to the UGA Fund.

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iii. Sales Tax Revenues. Each taxable sale which occurs within the boundaries of the UGA shall be credited to the UGA Fund. Most of the construction activity to build the UGA will be taxable as well as sales made by any businesses which locate in the UGA. Sales tax distribution data is available from the State Department of Revenue. Taxpayers are identified by their UBI number. Through the process of issuing building permits and by onsite inspection, the City shall obtain the UBI numbers or names of all contractors which will construct the UGA and of all businesses which operate in the UGA when it is developed. Once the City has identified the companies doing business in the UGA, the monthly sales tax distribution shall be divided between the UGA and the existing City. In addition to firms working o site in the UGA, there will be other firms in the City which make sales in the UGA or in the MPR. The City and Developer will jointly develop procedures for crediting sales tax receipts to the UGA fund for such companies. The initial approach will be to mail a short questionnaire to all City of Cle Elum sales tax accounts which report under the following SIC codes: 15, 16, 17, 503, 506, 507, 52, and 57. This questionnaire will ask the taxpayer to identify taxes from sales which occurred in the UGA or the MPR. Amounts provided on this questionnaire will also be credited the UGA with care taken to insure the same amounts are not credited twice. Developer will also obtain information from general contractors on the names of subcontractors and suppliers doing business in the UGA and the MPR. Sales from these companies will be credited to the UGA fund even if they do not return the questionnaire. In addition, the City and Developer agree to jointly ask the Department of Revenue to interpret sales tax rules and/or to grant a waiver that will strive to attribute the maximum amount of sales tax revenue in the City associated with the UGA construction to the UGA Fund, including, if possible, a method to permit speculative homebuilders in the UGA to not pay sales tax on materials purchased in the existing City at the time of materials purchase, but instead to pay the sales tax at the time and place of construction in the UGA. If the City and Developer cannot obtain Department of Revenue approval for such interpretation or waiver of sales tax collection and reporting, then the City agrees to credit to the UGA Fund any construction sales tax amounts which Developer can conclusively segregate and demonstrate that they were received by the City, although paid on transactions that occurred in the existing City, rather than in the UGA.

iv. Real Estate Excise Tax (REET) Revenues. Each property parcel in the UGA which is sold is subject to the City's REET. This means initial lot sales and re-sales after the lots have been developed. The County collects this tax and distributes a share to the City. The City shall obtain a listing of sales from the County recorders office each month. It can then calculate what percentage of the total REET tax is from the UGA and credit that amount to the UGA Fund. Because use of REET funds is restricted by State law, the City will allocate REET funds received from property within the UGA to appropriate capital expenditures to ensure all of these funds, to the maximum extent feasible, are used towards Trendwest-required mitigation.

v. State Shared Revenues. State shared revenues include liquor excise tax, liquor profits tax, and motor vehicle fuel tax. These revenues are

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

vi. Other Revenues. Other City revenues such as Charges for Services, Fines and Forfeits, and Miscellaneous will increase as occupancy and population of the UGA increase. The best early indication of this is utility connections. Therefore, these revenues will be allocated between the general fund and the UGA Fund based on the ratio of utility connections in the UGA to total utility connections in the City. Any revenues which can be identified as specifically coming from the UGA development should be credited directly to the UGA Fund and not allocated by utility connections.

vii. Revenue Transfers. To simplify recording of revenue, the City will initially deposit all revenues in the general, street, and capital projects funds as they have in the past. Then revenues will be transferred to the UGA Fund as described above. This leaves a clear audit trail of how revenues are apportioned and allows the City to record the revenues before it knows how they will be distributed. Attachment 7 shows an example of the revenue transfer calculations used at the City of Snoqualmie. A similar format will be used in Cle Elum.

viii. Processing Expenditures. Expenditures related to processing the UGA development which includes items such as any supplemental environmental review required by the Development Agreement, utility planning, development permits, and approvals, etc. should be budgeted for and expensed in the UGA Fund, but should be identified separately from service expenditures. These expenditures are 100 percent the responsibility of Developer and are not subject to reimbursement, or credit against any monthly surplus except as provided in Condition 98H upon termination of the shortfall mitigation.

ix. Service Expenditures. Expenditures which are incurred to provide municipal services to the UGA development such as fire, police, street maintenance, etc. should also be charged to the UGA Fund, but in a parallel set of accounts so they can be identified separately from processing expenses.

x. Expense Transfers. If an expense is 100 percent related to the UGA development and is not expected to continue after the shortfall period ends, then it should all be budgeted in the UGA Fund. UGA expenses which are expected to continue after the shortfall period ends should be budgeted in the general fund (or other appropriate fund) and a portion should be transferred to the UGA Fund each month. For example, if a new permanent position utility worker is hired to work 50 percent on existing City projects and 50 percent on UGA activities, it should be budgeted in the general fund and 50 percent of its expenses transferred to the UGA Fund each month. When the shortfall period ends, the expense transfers will also end and the position will already be budgeted in the correct fund.

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In some cases, it may be necessary to charge the UGA Fund based on hours worked. For example, if the planner position is fully funded by Developer but works on another project, Developer should not be charged for that time. Therefore, the planner's monthly salary and benefits should be prorated between the general fund and the UGA expense fund based on hours worked. This could be done at the end of the month by expense transfer.

F. UGA Fund Monthly Reconciliation and Transfer Statement. At the end of each month after all the revenues and expenditures have been allocated between the UGA Fund and other City funds, a reconciliation and shortfall transfer statement shall be prepared. Attachment 8 is an example of the statement format used at the City of Snoqualmie for a similar shortfall accounting process. It is designed to work within the usual municipal accounting cycle. It will be adapted for use in Cle Elum. The following describes how the form works:

i. Line 1 - Beginning cash balance in the UGA Fund.

ii. Line 2 - Revenue deposits as described above.

iii. Line 3 - Developer payments during the prior month.

iv. Line 4 - Total cash available.

v. Line 5 - Payments to consultants. These are payments to consultants made in the current accounting month for work done the month prior.

vi. Line 6 - Interfund expense transfers. These are expenditures budgeted in another fund but payable by the UGA Fund.

vii. Line 7 - Salaries and benefits. This can be expenses budgeted in the UGA Fund or budgeted in another fund and transferred to the UGA Fund.

viii. Line 8 - Subtotal of expenditures.

ix. Line 9 - Ending cash balance.

x. Line 10 - Consultant charges held for payment. These are invoices for work done in the current accounting month that will be paid in the new accounting month. For example, consultant services billings for the month of November are received and usually paid in December before any additional shortfall payments are made. Therefore, these invoices are included since they will be paid in the current month.

xi. Line 11 - Required ending balance. This is equal to the held consultant charges plus an amount to provide cash flow to the fund of $50,000. This provides a buffer in case a late bill shall be paid, etc.

xii. Line 12 - Developer transfer payment. This is equal to the required ending balance line 11 minus the actual ending balance, line 9.

xiii. Lines 13 through 18 provide a running total of shortfall payments made which will be unnecessary in Cle Elum.

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The transfer statement should be submitted by the 15th of the month, and any amounts due from Developer shall be paid by the 25th of the month by wire transfer. Supporting documents will be provided to Developer with the statement.

G. Approval of Expenditures. Expenditures identified in Condition 95 are considered approved and may be incurred by the City at its sole discretion when it determines they are necessary in accordance with the guidelines of the Development Agreement and these Conditions of Approval. Other expenditures may be incurred at the discretion of the City, but are subject to prior approval by Developer. If Developer and the City cannot agree on whether to incur an expenditure, the issue should be submitted to mediation as follows:

i. The City and Developer shall each pick one person to serve on a mediation panel. The two panel members thus selected shall select a third member. The panel will review the proposed expenditure with special attention to documented need and consistency with municipal service levels at other similarly sized cities. The panel may deny the expenditure, approve it, or recommend a modification to it.

ii. The costs of this panel, if needed, will be considered a UGA expense and included as an expenditure in the UGA Fund.

H. Termination of Shortfall Mitigation. Developer's obligations to make shortfall payments will end when both of the following are satisfied: (1) The end of any 12 consecutive month period in which UGA revenues exceed UGA expenses, and (2) Property tax revenues from the UGA are at least $367,000 and the City has levied all new construction and other increases in assessed value not subject to the 1 percent property tax limit law.

I. Processing costs for development approvals and construction permits for the UGA development shall not be included in any shortfall accounting, provided that any fees received by the City from any third party for the services of City staff that are otherwise fully funded by Developer pursuant to separate agreement between the City and Developer shall be credited against the costs otherwise owed by Developer for such City staff positions. After termination of the shortfall mitigation as described in Condition 98H, the surplus at the time of termination may be credited to future processing costs.

J. If the City has bonding capacity for capital facilities, other than sewer and water facilities, which are or will be the subject of separate agreements, the City agrees to issue bonds for the improvement. An appropriate share of debt service on such bonds will be included as a Developer cost and subject to the shortfall mitigation.

K. Provision shall be made for Developer's fiscal monitoring consultant to have access to detailed monthly local sales tax reports and other appropriate tax information to assist the City and Developer to assure that all taxes due to the City are properly reported and collected.

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99. The Developer and the School District shall enter into a School District Mitigation Agreement substantially in the form described in Attachment 9 prior to the first residential final plat. Trendwest shall provide the City an annual statement of compliance with the School Mitigation Agreement between Trendwest and the School District, with a copy to the School District. Failure of the School District to object within thirty days after the date of receipt of the statement shall be deemed sufficient reason for the City to rely on the Statement of Compliance for subsequent permit reviews.

100. The Developer and the Hospital District shall enter into a Hospital District Mitigation Agreement substantially in the form described in Attachment 10 prior to the first residential final plat.

101. Per call costs associated with Kittcomm Services shall be tracked and included within the proposed shortfall mitigation accounting procedures.

102. The City and the Developer acknowledge that grants or other sources of public funding should be applied first to the City share of any public facility or service obligation and then, if there is any excess beyond the City share, to Developer's share.

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 the priorities required in Section 1.15.2 of the RIDGE Settlement Agreement.

108. Any emergency vehicle access other than the public rights-of-way shall be coordinated with the City of Cle Elum and the 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

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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 Development Standards (Attachment 2), and the Site Engineering Technical Report attached as Appendix E to the FEIS.

111. Water Supply and Treatment Mitigation Measures are covered in the separate water agreements identified in Conditions 64 and 65.

112. Wastewater Treatment Mitigation Measures are covered in the Interim Wastewater Treatment Facility Project Development Agreement between Cle Elum, South Cle Elum and Trendwest, dated 7/26/00, and will be further addressed in a future Regional Wastewater Treatment Agreement(s) as necessary to provide adequate treatment capacity for UGA development.

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. Developer shall contribute its pro-rata share to the costs to construct improvements to the solid waste transfer station, consistent with the requirements described in the Kittitas County Solid Waste Management Plan Amendment for the Trendwest MPR and UGA dated November 2000. Developer shall further handle all construction debris, shall separate recyclable materials and shall otherwise handle all of its solid waste and household hazardous waste consistent with the requirements for such handling in the Kittitas County Solid Waste Management Plan. The same requirements shall apply to development of the business park parcel, based on its pro-rata share.

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.

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GENERAL PROVISIONS

116. Definitions

A. "Developer" shall mean Trendwest Investments, Inc. and Trendwest Properties, Inc., as owner and developer of the real property described in Attachment 14, together with their successors and assigns to all or any portion of the UGA property, provided that nothing in this definition shall be construed to alter any of the requirements for transfers of obligations as described in the Development Agreement for the UGA Property.

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. 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.

120. This Master Site Plan Approval is based on the maximum size MPR as defined in the RIDGE Settlement Agreement. If, for any reason, Developer applies for preliminary plats or construction permits for development in excess of the limits established in the RIDGE Settlement Agreement or contrary to any of the Trendwest obligations identified in Section 1 of the RIDGE Settlement Agreement that could have different cumulative impacts from those identified in the FEIS, then no new development or construction permits shall be issued in the

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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.

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ATTACHMENTS TO CONDITIONS

1. **Master Site Plan**
2. **Development Standards**
3. **12/17/99 Mediation and Arbitration Agreement**
4. **Trail and Pedestrian Circulation Plan**
5. **Draft MountainStar MPR Transportation Monitoring Program dated 4/30/02**
6. **Restated and Amended Agreement for Payment of Professional, Staff, & Consultant Services dated August 27, 2002.**
7. **Sample Snoqualmie Expense Fund Reconciliation and Transfer Statement**
8. **Sample Snoqualmie Shortfall Transfer Statement**
9. **School District Mitigation**
10. **Hospital District Mitigation**
11. **Preliminary Water Plan**
12. **Preliminary Sewer Plan**
13. **Preliminary Stormwater Plan**
14. **Trendwest UGA Property Legal Description**

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ATTACHMENT 1

Master Site Plan

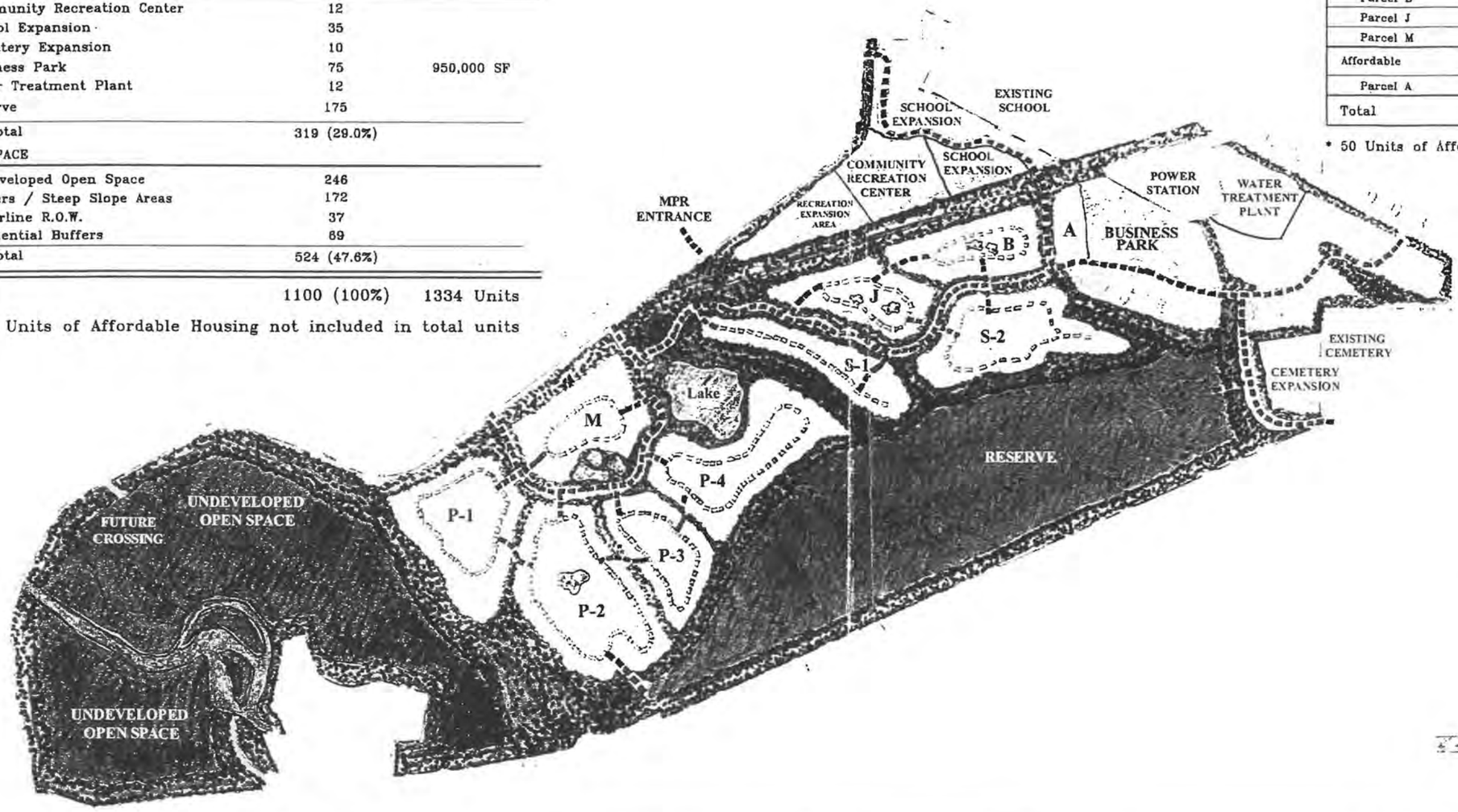
ATTACHMENT 1

Master Site Plan

LAND USE SUMMARY

RESIDENTIAL USES	AREA (Acres)	Quantity Proposed
Single Family Residential	165	810 Units
Multi-Family Residential	56	524 Units
Affordable Residential	7.5	*
Subtotal	228.5 (20.8%)	1334 Units
NON-RESIDENTIAL USES: Trendwest Facilities		
Neighborhood Clubhouse & Lake	18	
Recreation Expansion	10.5	
Subtotal	28.5 (2.6%)	
OTHER USES		
Community Recreation Center	12	
School Expansion	35	
Cemetery Expansion	10	
Business Park	75	950,000 SF
Water Treatment Plant	12	
Reserve	175	
Subtotal	319 (29.0%)	
OPEN SPACE		
Undeveloped Open Space	246	
Buffers / Steep Slope Areas	172	
Powerline R.O.W.	37	
Residential Buffers	69	
Subtotal	524 (47.6%)	
Total	1100 (100%)	1334 Units

* 50 Units of Affordable Housing not included in total units



RESIDENTIAL USES

Housing Type	Gross Acreage (Acres)	Approximate Unit Yield	Density (Dwelling Units Per Acre)
Single Family			
Parcel P-1	30.1	120	2-5 DU/Acre
Parcel P-2	39.3	184	2-5 DU/Acre
Parcel P-3	19.4	116	3-7 DU/Acre
Parcel P-4	31.1	144	3-7 DU/Acre
Parcel S-1	17.7	98	3-7 DU/Acre
Parcel S-2	27.4	148	3-7 DU/Acre
Multi-Family			
Parcel B	17.3	150	8-15 DU/Acre
Parcel J	17.6	164	8-15 DU/Acre
Parcel M	21.1	210	8-15 DU/Acre
Affordable			
Parcel A	7.5	*	5-8 DU/Acre
Total	228.5	1334	2-15 DU/Acre

* 50 Units of Affordable Housing not included in total units

600 1800
0 1200
1 INCH = 1200 FEET

Single Family Residential
Multi-Family Residential
Business Park

ACKWORTH
ARCHITECTURE • PLANNING • PS

Cle Elum UGA

Trendwest Master Site Plan Application

Attachment 1
Master Site Plan

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ATTACHMENT 2

Development Standards

ATTACHMENT 2

Development Standards

DEVELOPMENT STANDARDS CLE ELUM UGA TRENDWEST MASTER SITE PLAN:

The following language is inserted on page 8, section 3, right after the paragraph ending ". . . Tables 3-1, 3-2, and 3-3.":

In the event connecting road alignments are determined not to be reasonably feasible after City review, a limited number of cul-de-sacs may be allowed. When allowed, cul-de-sacs shall not exceed 1000 feet in length. Cul-de-sacs more than 600 feet in length shall have emergency turnarounds at intervals not to exceed 600 feet. Residential local access standards of Table 3-3 shall apply to cul-de-sacs. The minimum centerline radius of cul-de-sacs to face of curb shall be 45 feet. Center planter islands shall be allowed. If deemed necessary to address potential fire safety concerns at a particular cul-de-sac location, the City may require a secondary emergency access.

DEVELOPMENT STANDARDS CLE ELUM UGA TRENDWEST MASTER SITE PLAN:

The following language is inserted on page 8, section 3, right after the paragraph ending ". . . Tables 3-1, 3-2, and 3-3.":

In the event connecting road alignments are determined not to be reasonably feasible after City review, a limited number of cul-de-sacs may be allowed. When allowed, cul-de-sacs shall not exceed 1000 feet in length. Cul-de-sacs more than 600 feet in length shall have emergency turnarounds at intervals not to exceed 600 feet. Residential local access standards of Table 3-3 shall apply to cul-de-sacs. The minimum centerline radius of cul-de-sacs to face of curb shall be 45 feet. Center planter islands shall be allowed. If deemed necessary to address potential fire safety concerns at a particular cul-de-sac location, the City may require a secondary emergency access.

Draft Development Standards
Cle Elum UGA
Trendwest Master Site Plan

Trendwest Properties, Inc.

May 2002

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A Roadway, Trail and Bikeway Standard Plans
B City of Cle Elum, Construction Standards for the Private Construction of Public Facilities, May 2002
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Section 1 - Introduction

Purpose of Development Standards

The following development standards shall apply to the development and design of the Cle Elum Urban Growth Area (UGA) Trendwest Master Site Plan addressed in the Development Agreement between Trendwest and the City of Cle Elum. These development standards are intended to ensure that the UGA develops in a manner that maintains the value of the project and its distinctiveness over the long-term. The UGA development standards establish the construction criteria and design guidelines to implement the UGA Master Plan. These development standards will provide greater predictability to Trendwest, the City and other reviewing agencies, and the public regarding the standards to be used in implementing the UGA.

The purpose of these documents is to standardize design and construction elements, where necessary, for consistency and to assure as much as practical, that the minimum requirements of the public are met. These purposes include:

- Safety.
- Predictability.
- Pleasant appearance.
- Economical construction and maintenance.
- Facilities that perform over the project's design life.

These standards are also intended to serve as a basis and guideline for City review of specific site development plans and other subsequent approvals as defined in the Pre-Annexation Agreement, the Development Agreement, and the Conditions of approval to implement the project's conceptual master plan.

Changes and Amendments to Standards

Changes or amendments to standards may be necessary during the project development period. The procedure and process for such changes are described in the Development Agreement.

Governing Documents

These Development Standards are one of several documents regulating the UGA project. Other standards include the following:

- *City of Cle Elum, Construction Standards for the Private Construction of Public Facilities for Properties Subject to the Cle Elum UGA Master Site Plan,* May 2002 (Attached hereto as Appendix B).
- *Standard Specifications for Road, Bridge and Municipal Construction* (Standard Specifications), latest edition, Washington State Department of Transportation (WSDOT)/American Public Works Association (APWA).

- *The Stormwater Management Manual for Western Washington 2001*, August 2001, Washington State Department of Ecology (or, after City review and acceptance, the Final Stormwater Manual for Eastern Washington when published by the Department of Ecology).
- *Amendment to the Comprehensive Water Plan*, City of Cle Elum and Town of South Cle Elum, to be prepared by Huibregtse Louman and Associates.
- *Water System Design Manual* (DOH Manual), Washington State Department of Health, June 1999.
- *Criteria for Sewage Works Design*: Water Quality Program, Washington State Department of Ecology, Publication No. 98-37 WQ, December 1998.
- *City of Cle Elum Code.*

In the event that a specific standard is not listed herein, the requirements of the City of Cle Elum Municipal Code shall apply.

Preliminary Plat Engineering Submittals

Preliminary stormwater management, road, water and sewer plans, as well as a preliminary clearing and grading plan, shall be submitted with each preliminary plat. The intent of the preliminary plans will be to demonstrate compliance with applicable conditions, development standards and construction standards and to show the design concepts for plat grading and specified utilities.

General Warranties and Requirements for Bonding Improvements

General Warranties and Requirements for Bonding Improvements:

A. All required public improvements shall be completed and accepted by the City prior to final plat or the developer may provide a bond or other adequate assurance for the completion of the public improvements such as a letter or credit or account set aside for the required improvements consistent with the following requirements:

   1. Prior to final plat approval the developer shall submit for city review and approval the required engineering plans for the improvements along with the engineering estimate for all construction costs. The construction cost estimate shall include construction management costs of 10%, shall consider costs as if the improvement were to be constructed as a public project, and shall also consider the likelihood of cost fluctuations during the bonding period based on past and projected experience.
   2. The construction guarantee shall be 125% of the engineer's estimated cost.
   3. The final plat and the terms of the construction guarantee shall include the requirement that all improvements except for the final lift of pavement on public roads shall be completed within 18 months of the final plat approval. The final pavement lift shall be completed within 24 months of final plat approval. If the required improvements are not completed within the established time frames the City shall have the unilateral right to

exercise the construction guarantee and complete the improvements. The City may accept final improvements when they are able to provide the public service for which they were intended, although the City is not obligated to accept the final improvements until after they are 100 percent complete, including final pavement lift. The level of completion for acceptance of specific improvements may be further defined in developer extension agreements for specific improvements.

4. In no event shall the developer, or its successors or assigns, at any single point in time be entitled to have received final plat approval for more than 250 single family residential lots pursuant to this option to bond instead of construct those plat improvements required for occupancy.
5. For any final plats that include bonding or other financial assurance instead of completion of the required improvements prior to final plat approval, the developer shall provide any required disclosures and shall record notice on title as part of the final plat recording indicating that the required improvements have not been completed, and are subject to a bond for completion.
6. In no event shall this bonding standard be interpreted to permit occupancy of any unit or development prior to completion of the required utility and access infrastructure. For purposes of this condition, "required utility and access infrastructure" shall include utilities, curbs, gutters, sidewalks and streets through base course (first pavement lift). Occupancy may be permitted before completion of landscaping and final pavement lift, and the outstanding bond amount may be adjusted upon occupancy so as to be sufficient to cover only the outstanding landscaping and final lift requirements.
7. In conjunction with the bond or other financial assurance, Developer shall execute an indemnification agreement that holds the City of Cle Elum harmless for any claim for damages for failure to complete the required infrastructure, including costs to defend against any such claim.

B. Maintenance and correction of improvements:
Following completion and acceptance of the improvements the developer shall be responsible for:

1. Correcting any defect in materials and/or workmanship arising within two years following completion and acceptance of the improvements;
2. Protecting all improvements from loss or damage during construction, filling, grading, landscaping or other work within or adjacent to the subdivision;
3. If any repairs are made the two-year period shall be restarted for the improvement being repaired.
4. Guarantee and Security: The applicant shall secure a maintenance bond in favor of the city or shall provide an alternate security in a form acceptable to the city attorney to guarantee the successful operation of any required improvements for two years, and assuring the correction or repair of any defects in workmanship or material appearance within the two year period. The amount and conditions of the maintenance bond or other

approved security shall be ten percent of the cost of construction of the improvements as accepted by the city or the documented construction costs;

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General Description and Requirements

In order to maintain the natural setting of the project, the extent of clearing associated with project construction should be kept to reasonable minimums throughout project design and implementation. The standards established by this Section represent the standards for design and construction of temporary erosion and sedimentation control (TESC) facilities for the project. At all times, it is the responsibility of the developer to maintain any and all facilities, as necessary, to prevent siltation of natural and constructed drainage courses.

TESC Best Management Practices (BMPs) will conform to the requirements set forth in the Washington State Department of Ecology (DOE) publication, *Stormwater Management Manual for Western Washington 2001,* August 2001 (or, after City review and acceptance, the Final Stormwater Manual for Eastern Washington when published by the Department of Ecology) (SWMM). These BMPs fall into three categories:

- Cover Practices
- Erosion Control
- Sediment Detention

All requirements in these categories shall apply to new development projects. In addition, the following specific requirements shall be a part of the TESC program:

- Temporary infiltration facilities shall not be used as permanent facilities.
- Special attention will be given to disturbed loess material (relatively loose, silty, fine sand or sandy silt material that mantles the glacial deposits) for dust control.
- Consideration shall be given to adding new and effective BMPs, not listed in DOE SWMM, as they are proven effective.
- TESC plans and specifications shall be updated periodically to reflect experience gained from project construction.
- Pre-construction orientation of site work contractors in TESC requirements.
- Monitoring and maintenance of TESC provisions.

An individual NPDES (National Pollution Discharge Elimination System Permit) for Trendwest Properties, Inc., portions of the UGA shall be obtained from Ecology. This permit shall be in place prior to initiation of grading operations. A TESC plan will be prepared as a part of the NPDES permit application. A Stormwater Pollution Prevention Plan (SWPPP) will also be prepared as an integral part of the TESC Plan. The TESC Plan will be updated annually in anticipation of specific construction planned for that year.

A dust control and emissions control plan shall be prepared and submitted with the initial site improvement construction plans. This plan shall provide for the following:

- Program for dust suppression for areas of exposed soils.

- Program and schedule for road sweeping.
- Program for truck wheel cleaning before exiting onto local roads.
- Program for burning of land clearing debris.
- Program to maintain construction equipment so that emissions are within manufacturer's specified levels for the equipment.
- Program for construction entrances

Land clearing debris shall be disposed of by the following methods, with priority given to non-burning methods:

- As determined by Trendwest, wood debris of appropriate size shall be made available as fire wood for use in common areas of the MPR and for appropriate off-site users.
- Chipping of land-clearing debris for use as mulch for trails and landscaping on-site, and/or made available for off-site use.
- Haul of land clearing debris off-site for use as pulp, or other allowable use.
- Pile and abandon some of the forest residue to provide for wildlife habitat.
- Burning.

General Description

The purpose of this section is to provide a foundation for the development of an integrated, fully accessible transportation system that addresses the goals and vision of the UGA. The components of this transportation system include:

- Roadways.
- Pedestrian trails.
- Bicycle trails.
- Equestrian trails.

These Development Standards address standards for the proposed public roadways, pedestrian, bicycle, nature and equestrian trails within the UGA.

General Considerations

The design objectives for the UGA roadway system center on:

- Safety
- Provisions for snow storage and removal
- Fire and emergency vehicle access
- Traffic circulation
- Pedestrian and bicycle circulation

A roadway phasing plan shall be submitted with the Master Plat. The roadway phasing plan will consider access and circulation needs as well as the phasing requirements of utilities to be located within the roadways. In general, the collector arterial connecting SR903 at the business park with Bullfrog Road (easterly intersection), and the roadway connecting that arterial to Ranger Station Road, will be constructed first. At the City's discretion, the arterial connecting SR903 at the business park with Bullfrog Road (easterly intersection) may be closed to public traffic initially to protect public safety because of the level of construction traffic associated with UGA construction. Neighborhood collectors will be constructed next in accordance with the project platting schedule. Local streets will be constructed with each plat.

At intersections for streets with parking, the parking lanes will be eliminated for that portion of the roadway within 30-feet of those intersections.

Roadway Classification and Design Criteria

There are three functional classifications of streets for the Cle Elum UGA. These include:

Collector Arterials, to provide connections between major arterials adjacent to the UGA (Bullfrog Road and SR 903).

Neighborhood Collectors, to provide connections between collector arterials and local streets.

Local Access Streets, to provide direct connection to individual residences and businesses from the larger roadway. Alleys are sub-classifications under local access streets.

Design standards for collector arterial, neighborhood collector and local access streets are given in **Tables 3-1, 3-2** and **3-3.**

Governing documents for design and construction of roadways shall include the following:

- *City of Cle Elum, Construction Standards for the Private Construction of Public Utilities for Properties Subject to the Cle Elum UGA Master Site Plan,* May 2002.
- *Local Agency Guidelines*, Washington State Department of Transportation, Manual M36-63.
- *Standard Specifications for Road, Bridge and Municipal Construction*, Washington State Department of Transportation and the Washington Chapter of the American Public Works Association, latest edition (English Units).

The construction of roadways shall be done in accordance with plans that have been approved by the City Engineer. Standard dimensional plans showing roadway types and widths are provided in **Appendix A.** Pavement sections will be consistent with the Cle Elum UGA construction standards provided in **Appendix B** or, at the City's discretion, as recommended in a geotechnical report by Trendwest's geotechnical engineer and approved by the City Engineer.

Table 3-1: Entrance Road and Collector Arterial Street Standards

Design Standard	Entrance Road Section "A"	Entrance Road Section "B"	Collector Arterial Section "A"	Collector Arterial Section "B"
Standard Plan No.	R-2	R-3	R-4	R-5
Posted Speed	25 mph	25 mph	25 mph	25 mph
Design Speed	35 mph	35 mph	35 mph	35 mph
Access limitations	Access to individual lots not permitted except where no other alternative is practicable	Access to individual lots not permitted except where no other alternative is practicable	Access to individual lots not permitted except where no other alternative is practicable	Access to individual lots not permitted except where no other alternative is practicable
Grades	0.5 – 10%	0.5 – 10%	0.5 – 10%	0.5 – 10%
Laneage	1 travel lane in/ 2 travel lanes out	1 travel lane in/ 2 travel lanes out	2 travel lanes/ 1 turn lane	2 travel lanes
Lane width (travel)	14 feet entrance lane, 12 feet/lane exit lanes	14 feet entrance lane, 12 feet/lane exit lanes	14 feet/lane	14 feet/lane
Lane width (parking)	No parking	No parking	No parking	No parking
Total pavement width	38 feet	38 feet	28 feet	24 feet
On-street parking	No parking	No parking	No parking	No parking
Medians	Yes[a]	No	Optional median with turn pockets	No
Planter strips	8 feet on both sides	8 feet on both sides	8 feet on both sides	8 feet on both sides
Sidewalks	10-foot combined pedestrian and bike path on one side	10-foot combined pedestrian and bike path on one side	5 feet on one side, 10-foot combined pedestrian and bike path one opposite side	5 feet on one side, 10-foot combined pedestrian and bike path one opposite side

[a] Provide periodic openings in medians for emergency vehicle turnaround.

Table 3-2: Neighborhood Collector Street Standards

Parameter	Neighborhood Collector
Standard Plan No.	R-6
Posted speed	25 mph
Design speed	30 mph
Grades	0.5 – 12%
Laneage	2 travel lanes
Lane width (travel)	12 feet/lane
Lane width (parking)	8 feet
Total pavement width	40 feet
Shoulders	No
On-street parking	Allowed on 2 sides, except within 60 feet of intersections
Medians	No
Planter strips	6 feet both sides
Sidewalks	5 feet both sides

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Table 3-1: Entrance Road and Collector Arterial Street Standards

Design Standard	Entrance Road Section "A"	Entrance Road Section "B"	Collector Arterial Section "A"	Collector Arterial Section "B"
Standard Plan No.	R-2	R-3	R-4	R-5
Posted Speed	25 mph	25 mph	25 mph	25 mph
Design Speed	35 mph	35 mph	35 mph	35 mph
Access limitations	Access to individual lots not permitted except where no other alternative is practicable	Access to individual lots not permitted except where no other alternative is practicable	Access to individual lots not permitted except where no other alternative is practicable	Access to individual lots not permitted except where no other alternative is practicable
Grades	0.5 – 10%	0.5 – 10%	0.5 – 10%	0.5 – 10%
Laneage	1 travel lane in/ 2 travel lanes out	1 travel lane in/ 2 travel lanes out	2 travel lanes/ 1 turn lane	2 travel lanes
Lane width (travel)	14 feet entrance lane, 12 feet/lane exit lanes	14 feet entrance lane, 12 feet/lane exit lanes	14 feet/lane	14 feet/lane
Lane width (parking)	No parking	No parking	No parking	No parking
Total pavement width	38 feet	38 feet	28 feet	24 feet
On-street parking	No parking	No parking	No parking	No parking
Medians	Yes[a]	No	Optional median with turn pockets	No
Planter strips	8 feet on both sides	8 feet on both sides	8 feet on both sides	8 feet on both sides
Sidewalks	10-foot combined pedestrian and bike path on one side	10-foot combined pedestrian and bike path on one side	5 feet on one side, 10-foot combined pedestrian and bike path one opposite side	5 feet on one side, 10-foot combined pedestrian and bike path one opposite side

[a] Provide periodic openings in medians for emergency vehicle turnaround.

Table 3-2: Neighborhood Collector Street Standards

Parameter	Neighborhood Collector
Standard Plan No.	R-6
Posted speed	25 mph
Design speed	30 mph
Grades	0.5 – 12%
Laneage	2 travel lanes
Lane width (travel)	12 feet/lane
Lane width (parking)	8 feet
Total pavement width	40 feet
Shoulders	No
On-street parking	Allowed on 2 sides, except within 60 feet of intersections
Medians	No
Planter strips	6 feet both sides
Sidewalks	5 feet both sides

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Table 3-3: Local Access and Other Street Standards

Parameter	Residential Local Access	Business Park Access/ Collector Arterial	Alley
Standard Plan No.	R-7	R-8	R-9
Access limitations	None	Access to individual lots not permitted except where no other alternative is practicable	None
Grades	0.5 – 12%	0.5 – 12%	0.5 – 12%
Laneage	2 travel lanes	2 travel lanes	1 travel lane
Lane width (travel)	12 feet/lane	14 feet/lane[a]	6 feet/lane
Lane width (parking)	8 feet	No parking	No parking
Total pavement width	32 feet	32 feet[b]	16 feet
Shoulders	No	No	No
On-street parking	Allowed on one side	No parking	No parking
Planter strips	6 feet both sides	6 feet both sides	2 feet both sides
Sidewalks	5 feet both sides	5 feet both sides	No

[a] Where bike paths are provided within the street section, lane width shall be 16 feet.
[b] 40-foot pavement width at left turn locations.

Street Lighting

All public streets within the UGA shall be provided with streetlights in accordance with these standards. Street lighting designs shall conform to applicable WSDOT and IES standards. All street lighting shall be provided with fixtures that are low-glare, shielded and downward pointing.

These standards anticipate that Puget Sound Energy (PSE) will maintain the illumination systems within street right-of-ways and other areas for which the City is responsible and desires to contract with PSE for maintenance. The type of luminaire to be used must be reviewed and approved by PSE, as must the poles and lamps. For lighting in private areas, for which the owner intends to contract with PSE for maintenance, the same approvals indicated for the City will need to be secured.

The standards and design details for illumination of streets, parking lots and trails and paths will be developed during preliminary project design. They will be submitted with the Master Plat for approval.

Trails and Paths

Trails and paths shall be designed on the basis of function, estimated use volume and location within the UGA. Trail designs shall conform to accepted design guidelines such as presented in *Trails for the Twenty-First Century*, Rails-to Trails Conservancy, 1993, *Iowa Trails 2000*, Iowa Department of Transportation, and local guidelines. Bike path design criteria shall conform to the recommendations contained in *Guide for the Development of Bicycle Facilities*, AASHTO,

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current edition. In general, soft surface and aggregate surface pedestrian trails will be in trail areas located away from centers of activity. Paved pedestrian trail will generally only be used in close proximity to centers of activity.

General requirements and grade and alignment requirements for trails and paths are defined in Tables 3-4 and 3-5, respectively. Trail and path width and clear zone requirements are defined in Standard Plan T-1, **Appendix A.**

Table 3-4: General Trail and Path Requirements

Path Category and Alternative	Trail/Path Width, Feet	Horizontal Clear Zone Width, Feet	Vertical Clear Zone Width, Feet	Surface Material	Surface Material Thickness, Inches
Pedestrian 1	6	1.5	10	Wood Chips	4
Pedestrian 2	6	1.5	10	Crushed Rock TC + Pit Run Aggregate Base, 2-inch minus, or Crushed rock, ¾-inch minus	2 inches top course (5/8 inch minus) + 4 inch base 6 inches
Pedestrian 3	6	1.5	10	Asphalt Concrete	2 inches AC over 4 inches pit run base
Equestrian 1	5	2	10	Wood Chips	4
Equestrian 2	5	2	10	Pit Run Aggregate, 2-inch minus	4
Bike Path – One Way 1	6	3	10	Crushed Rock TC + Pit Run Aggregate Base, 2-inch minus	2 inches top course (5/8 inch minus) + 4 inch base
Bike Path – One Way 2	6	3	10	Asphalt Concrete	2 inches AC over 4 inches pit run base
Shared Use Path – Two Way, Bike and Pedestrian	10	3	10	Asphalt Concrete	2 inches AC over 4 inches pit run base

Table 3-5: Trail and Path Grade and Alignment Requirements

Path Category	Design Speed, mph	Cross Slope, %	Max. Grade, %	Max. Grade Distance, Feet	Min. Radius, Feet
Pedestrian 1	N/A	2	5 8.3 10 12.5	None 200 30 10	N/A
Pedestrian 2	N/A	2	See Above	See Above	N/A
Pedestrian 3	N/A	2	See Above	See Above	N/A
Equestrian 1	N/A	2	See Above	See Above	N/A
Equestrian 2	N/A	2	See Above	See Above	N/A
Bike Path – One Way 1	12	3.0 max	5	N/A	36
Bike Path – One Way 2	20	3.0 max	5	N/A	100
Shared Use Path – Two Way Bike and Pedestrian	20	3.0 max.	5	N/A	100

Note: The City may modify the bike path standards consistent with the requirements set forth in the *Guide for the Development of Bicycle Facilities*, AASHTO, for site specific conditions once more complete design information is available.

All hazard trees (as defined in Washington State Department of Natural Resources Report No. 42, Detection and Correction of Hazard Trees in Washington's Recreation Areas) located within 20 feet of each side of a trail, or hazardous limbs, shall be felled and removed from the site. Along trail corridors, limbs shall be removed as required to provide the specified vertical clear zone. Trail signage shall be located 3 feet minimum from the edge of trails. Trail and path designs shall provide for collection and passage of upland drainage as necessary.

General Description and Requirements

Drainage plans for parcels within the UGA shall be consistent with the Master Drainage Plan (MDP) for the UGA Land Use Master Plan. Stormwater retention/detention, infiltration and water quality facilities, as required in the UGA MDP, shall be included in the final drainage plans for each applicable division. Drainage facility locations shall be based on detailed design studies for individual proposed developments.

The proposed stormwater runoff and water quality control plans for managing stormwater runoff shall be designed to minimize the impacts of development on the Cle Elum and Yakima Rivers and groundwater in the area. The stormwater management facilities shall be designed to meet DOE SWMM standards, and the requirements and protocols of the UGA MDP.

The UGA MDP will likely identify stormwater management plans with central facilities to serve one or more planning sub-areas. Stormwater from private parking lots or other impervious surfaces shall be collected, treated and disposed of by private facilities that need not necessarily be located on the same site.

Governing documents for design and construction of stormwater facilities shall include the following:

- *City of Cle Elum, Construction Standards for Private Construction of Public Facilities for Properties Subject to the Cle Elum UGA Master Site Plan,* May 2002.
- *Stormwater Management Manual for Western Washington 2001* (August 2001), Washington State Department of Ecology (or, after City review and acceptance, the Final Stormwater Manual for Eastern Washington when published by the Department of Ecology).
- *Standard Specifications for Road, Bridge and Municipal Construction*, Washington State Department of Transportation and the Washington Chapter of the American Public Works Association, latest edition (English Units).

The construction of storm drainage facilities shall be done in accordance with plans that have been approved by the City Engineer.

A draft Stormwater Operations and Maintenance Manual for the UGA shall be prepared and approved by the City prior to submittal of the final drainage plans for the initial plat.

General Description and Requirements

Governing documents for design and construction of sewage collection and pumping systems shall be as set forth in:

- *City of Cle Elum, Construction Standards for the Private Construction of Public Facilities for Properties Subject to the Cle Elum UGA Master Site Plan,* May 2002.
- *Criteria for Sewage Works Design: Water Quality Program,* Washington State Department of Ecology, Publication No. 98037 WQ, December 1998.
- *Standard Specifications for Road, Bridge and Municipal Construction,* Washington State Department of Transportation and Washington State Chapter of the American Public Works Association, latest edition (English Units).

General Description and Requirements

Governing design criteria and construction specifications in Section 6 include:

- *City of Cle Elum, Construction Standards for the Private Construction of Public Facilities for Properties Subject to the Cle Elum UGA Master Site Plan,* May 2002.
- *Water System Design Manual*, Washington State Department of Health, June 1999.
- *Comprehensive Water Plan* (As Amended), City of Cle Elum (not yet prepared).
- *Standard Specifications for Road, Bridge and Municipal Construction*, Washington State Department of Transportation and Washington State Chapter of the American Public Works Association, latest edition (English Units).

The Washington State Department of Health will review and approve planning, design and construction documents for water facilities in the Cle Elum UGA.

Water Use Standards

The UGA project planning principles include conservation objectives for both indoor and outdoor water use. Water rights for the project were procured in sufficient quantities to serve the needs of the residents with (1) indoor conservation measures in-place, and (2) irrigated area limitations and irrigation conservation measures in-place.

Indoor Water Use Standards

Water conservation fixtures to be installed in residential and residential-related buildings are as follows:

- 1.6 gallons per flush gravity flush toilets.
- 2.5 gallons per minute shower heads.
- 2.5 gallons per minute aerators on all faucets.
- 1.0 gallons per flush urinals.

Although the use of water conservation appliances is not required, residents are encouraged to evaluate the option of installing the following water conservation appliances and devices:

- Water efficient dishwashers (6 gallons per load).
- WashWise clothes washing machines (<24 gallons per load).
- Refrigerators with cold water dispensers.
- Pressure-reducing valves installed at individual services where system pressures exceed 60 psi to reduce pressures to 45 psi.

Outdoor Water Use Standards

Irrigated area limitations by unit type are set forth in **Table 6-1**.

Table 6-1: Allowable Irrigated Areas

Unit Type	Maximum Irrigated Landscape Area, SF
Single Family Residential Per Lot	1,000
Wholly-Owned Condominium Per Unit	1,000
Multi-Family Per Unit	400
Temporary RV Park Per Space	200

The volume of water available to each lot for irrigation is based on:

1. the maximum area per unit given in **Table 6-1**,
2. the net amount of water needed to maintain turf, and
3. an irrigation efficiency of 60 percent.

The net unit area irrigation requirement for turf and the resulting applied irrigation rate at a 60 percent irrigation efficiency are given in **Table 6-2**. Maximum monthly irrigation allowances for each maximum irrigated area are presented in **Table 6-3**.

Table 6-2: Turf Irrigation Requirements

Month	Net Irrigation Requirement, in.[a]	Applied Irrigation Requirement, in.[b]
May	0.0	0.0
June	3.3	5.5
July	6.5	10.8
August	4.8	8.0
September	3.5	5.8
October	0.0	0.0
Total	18.1	30.2

[a] Source: Washington State Irrigation Guide, turf/pasture requirements, Cle Elum.
[b] At 60 percent irrigation efficiency.

Table 6-3: Maximum Allowable Irrigation Volumes

Residential Landscape Area, SF	Maximum Irrigation Volume by Month, Gallons			
	June	July	August	September
200	685	1,346	999	923
400	1,371	2,692	1,004	1,446
1,000	3,428	6,732	4,986	3,615

It will be necessary to achieve a 60 percent residential irrigation efficiency value in order to not exceed the irrigation volume given for each maximum area in **Table 6-3.**

Recommendations to Achieve Irrigation Efficiency

The 60 percent efficiency can be obtained in several ways, or with a combination of methods. The first and most obvious is to control the applied irrigation water quantity such that no more than 30.2 inches of irrigation per unit area is applied to the landscape each year. Another method is to reduce the square-footage of turf on the lot and substitute other forms of landscape requiring less water. An additional method is to plant drought resistant turf requiring less water than the 18.1 inches/year that is required by the turf/pasture vegetation. Several species of suitable turf exist that require less than 18.1 inches/year. Any combination of these methods and others can be used to decrease the water consumption for the residential landscape areas.

The aforementioned water saving methods are all components of a landscaping principle called Xeriscape™, which began in Denver, Colorado, in 1981. Xeriscape™ benefits landowners through reduced water costs, reduced maintenance, and beautiful landscapes. Xeriscape™ is a successful method for reducing landscape water needs by 60 percent. Residential and commercial property owners will be encouraged to follow some of the landscaping principles included in the Xeriscape™ landscape methodology.

Xeriscape™ consists of seven primary steps: design, soil improvement, inclusion of mulch areas, area-specific low flow irrigation systems, use of low water demand plants, and proper maintenance. These Xeriscape™ methods are summarized below.

- **Planning and Design.** The landscape should be designed using the principle of hydrazones - grouping plants of similar watering requirements together. Low water use plants are placed away from water intensive areas such as turf, thus reducing the tendency to apply water equally over the entire landscape. Hydrazones allow the homeowner (or professional gardener) to water each hydrazone according to the water needs of the plants within each zone.
- **Use of low water demand plants.** Use of native plants that do not require supplemental water can be just as colorful and beautiful as typical plants used in landscaping, and they will require significantly less water.
- **Reduction in turf areas.** Turf requires the most water in landscape; thus, reduction in turf area can lead to a significant reduction in outdoor water consumption. Turf is important to landscape, but it should not be used simply as a ground cover. Use should be limited to high activity and high visibility areas.
- **Soil improvement.** For a healthy, properly developed, properly draining, and water efficient turf, the recommended topsoil root-zone is 12 inches (6-inch minimum).
- **Inclusion of mulch areas.** Mulch covers soils, saves moisture, reduces water consuming weed growth, and adds variety to the landscape. Plants should be used to cover the majority of the mulch areas.

- **Efficient Irrigation.** There are a variety of irrigation system technologies and methods, including micro-irrigation systems, drip irrigation, underground automatic irrigation, and un-timed sprinklers. Efficiency with any irrigation system is obtained through proper maintenance and adjustment of the system so that only the landscape is watered, and the appropriate quantity of water is applied.
- **Appropriate Maintenance.** Proper maintenance of the turf and landscape is required to keep water use to a minimum. Lawns should be fertilized infrequently to avoid excessive growth, weeds should be removed because they compete for water, and diseased and dead plants should be removed.

To achieve the required irrigation efficiency of 60 percent or greater, it is recommended that two or more of the following Xeriscape™ principles be chosen and implemented by the property owner:

- Use of Chewings Fescue, SR 5100 seed, or equivalent drought resistant low water demand turf, for turf seeding.
- Reduce turf area to 70 percent of the allowable irrigated landscape envelope for the unit purchased and leave the remaining area native or plant alternative landscape consuming less water than turf.
- Installation of a metered, automatic irrigation system with programmable controller to vary application rates over the irrigation season.

The homeowners are encouraged to do the following as well:

- Remove first 12-inches of native soil and amend to achieve a topsoil mixture or replace the native soil with 12-inches of topsoil for all areas to be planned with turf.
- Use only required quantity of fertilizer, as use of excessive fertilizer leads to plants that require more water.
- Incorporate hydrazones in the planting scheme of the landscape.
- Use mulch areas in the landscape.
- Water between the hours of 5 a.m. to 8 a.m.
- Properly maintain the landscape by removing weeds, limiting fertilizer application, and mow turf to a minimum of 3 to 4 inches.

Single and Multi-Family Residential

Purpose

The purpose of the Residential Standards is to create and maintain stable and attractive single family and multifamily residential neighborhoods, while providing diversity in housing types and densities, and maintaining affordable housing. Residential development should also protect sensitive natural areas, provide for the efficient use of land and public services, and provide appropriate vehicular and pedestrian access. The figures referenced in this section are included in **Appendix D**.

Permitted Uses and Standards

Permitted uses shall be limited to those identified in Conditions 13 through 16 of the Conditions of Approval for the Cle Elum UGA Trendwest Master Site Plan. If a specific standard is not listed below, the standards of Chapter 17.16 Residential District shall apply to single family development in Parcels P-1, P-2, and 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 below, 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.

Single Family Detached (5-7 du/acre), Front-loaded

General

Typically, lots at least 50 feet wide, 5,000 square feet and greater, with depths of 100 feet from right-of-way or greater. (Figure C3.1.1)

Lot Coverage

45 percent maximum

Height

35 feet maximum.

Roof Slopes

Primary Roof: 5:12 minimum; 12:12 maximum
Porches and Dormers: 3:12 minimum; 12:12 maximum

Parking

Minimum one garaged and one other space per unit.

Setbacks

All setbacks are minimums measured from property line unless otherwise noted.

A. Front Yard

Porch: 10 feet
House: 15 feet

Front Entry Garage: 20 feet from property line with a minimum of 5 feet behind the porch or front wall of the house. Total width of garage doors to be no more than 50 percent of front façade width.

B. Rear Yard

General
House: 20 feet from property line to back wall of house.
Garage: 0 feet where lot backs up on another rear lot line or open space.

Corner Lot
Garage: 5 feet for garage taking access from side street, or greater as required to maintain safe sight triangles.

Side Street Garage: Same as garage facing front street.

C. Side Yards

General
5 Feet

Corner Lot
Same as front yard

Side Street Garage: Same as garage facing front street.

Single Family Detached (5-7 du/acre), Alley-loaded

General

Typically, lots at least 50 feet wide, 5,000 square feet and greater, with depths of 100 feet from right-of-way or greater. (Figure C3.1.2)

Lot Coverage

45 percent maximum.

Height

35 feet maximum.

Roof Slopes:
Primary Roof: 5:12 minimum; 12:12 maximum
Porches and Dormers: 3:12 minimum: 12:12 maximum

Parking

Minimum one garaged and one other space per unit. Alley-loading is required.

Setbacks

All setbacks are minimums measured from property line unless otherwise noted.

A. Front Yard
Porch: 10 feet
House: 15 feet

B. Rear Yard
House: 20 feet
Garage: 5 feet; 0 feet if garage is side-loaded.

C. Side Yards
General
5 feet

Corner Lot
Same as front yard.

Single Family Detached (4-6 du/acre), Alley-loaded

General

Typically, lots at least 60 feet wide, 5,100 square feet and greater, with depths of 85 feet from right-of-way or greater. (Figure C3.1.3)

Lot Coverage

45 percent maximum

Height
35 feet maximum.

Roof Slopes

Primary Roof: 5:12 minimum; 12:12 maximum
Porches and Dormers: 3:12 minimum; 12:12 maximum

Parking

Minimum one garaged and one other space per unit. Alley-loading is required.

Setbacks

All setbacks are minimums measured from property line unless otherwise noted.

A. Front Yard
Porch: 10 feet

House: 15 feet

B. Rear Yard
House: 20 feet
Garage: 5 feet; 0 feet if garage is side-loaded.

Side Yards

General
5 feet

Corner Lot
Street side yard same as front yard.

Single Family Detached (3-5 du/acre), Front-loaded

General

Typically, lots at least 60 fee wide, 6,000 square feet and greater, with depths of 100 feet from right-of-way or greater. (Figure C3.1.4)

Lot Coverage

45 percent maximum

Height

35 feet maximum.

Roof Slopes

Primary Roof: 5:12 minimum; 12:12 maximum
Porches and Dormers: 3:12 minimum; 12:12 maximum

Parking

Minimum one garaged and one other space per unit.

Setbacks

All setbacks are minimum measured from property line unless otherwise noted.

A. Front Yard
Porch: 10 feet
House: 15 feet

Front Entry Garage: 20 feet from property line with a minimum of 5 feet behind the porch or front wall of the house. Total width of garage doors to be no more than 50 percent of front façade width.
Side Entry Garage: 15 feet

B. Rear Yard

General
House: 20 feet from property line to back wall of house.
Garage: 0 feet where lot backs up on another rear lot line or open space.

Corner Lot
Garage: 5 feet for garage taking access from side street, or greater as required to maintain safe sight triangles.

C. Side Yards

General
5 feet

Corner Lot
Street side yard same as front yard
Side Street Garage: Same as garage facing front street.

Single Family Detached (3-5 du/acre), Front-loaded (larger lot)

General

Typically, lots at least 70 feet wide, 7,000 square feet and greater, with depths of 100 feet from right-of-way or greater. (Figure C3.1.5)

Lot Coverage
45 percent maximum

Height

35 feet maximum

Roof Slopes

Primary Roof: 5:12 minimum; 12:12 maximum
Porches and dormers: 3:12 minimum; 12:12 maximum

Parking

Minimum one garaged and one other space per unit.

Setbacks

All setbacks are minimums measured from property line unless otherwise noted.

A. Front Yard
Porch: 10 feet

House: 15 feet

Front Entry Garage: 20 feet from property line with a minimum of 5 feet behind the porch or front wall of the house. Total width of garage doors to be no more than 50 percent of front façade width.

B. Rear Yard
General
House: 20 feet from property line to back wall of house.

Garage: 0 feet where lot backs up on another rear lot line or open space.

Corner Lot
Garage: 5 feet for garage taking access from side street, or greater as required to maintain safe sight triangles.

Side Street Garage: Same as garage facing front street.

C. Side Yards
General
5 feet

Corner Lot
Street side yard same as front yard.
Side Street Garage: Same as garage facing front street.

Single Family Detached (2-4 du/acre), Front-loaded

General

Typically, lots at least 60 feet wide, 7,200 square feet and greater, with depths of 120 feet from right-of-way or greater. (Figure C3.1.6)

Lot Coverage

45 percent maximum

Height

35 feet maximum

Roof Slopes

Primary Roof: 5:12 minimum; 12:12 maximum
Porches and Dormers: 3:12 minimum; 12:12 maximum

Parking

Minimum one garaged and one other space per unit.

Setbacks

All setbacks are minimums measured from property line unless otherwise noted.

A. Front Yard
Porch: 10 feet
House: 15 feet

Front Entry Garage: 20 feet from property line with a minimum of 5 feet behind the porch or front wall of the house. Total width of garage doors to be no more than 50 percent of front facade width.
Side Entry Garage: 15 feet.

B. Rear Yard
House: 20 feet from property line to back wall of house.
Garage: 0 feet where lot backs up on another rear lot line or open space.

C. Side Yards
General
5 feet

Corner Lot
Street side yard same as front yard

Side street garage: Same as garage facing front street.

Single Family Detached, (2-4 du/acre), Front-loaded (larger lot)

General

Typically, lots at least 70 feet wide, 8,400 square feet and greater, with depths of 120 feet from right-of-way or greater. (Figure C3.1.7)

Lot Coverage

45 percent maximum.

Height

35 feet maximum.

Roof Slopes

Primary Roof: 5:12 minimum; 12:12 maximum.
Porches and Dormers: 3:12 minimum; 12:12 maximum.

Parking

Two garaged spaces per unit.

Setbacks

All setbacks are minimums measured from property line unless otherwise noted.

A. Front Yard
Porch: 10 feet
House: 15 feet
Front Entry Garage: 20 feet from property line with a minimum of 5 feet behind the porch or front wall of the house. Total width of garage doors to be no more than 50 percent of front façade width.
Side Entry Garage: 15 feet

B. Rear Yard
General
House: 20 feet from property line to back wall of house.
Garage: 0 feet where lot backs up on another back lot line or open space.

Corner Lot
Garage: 5 feet for garage taking access from side street, or greater as required to maintain safe sight triangles.

Side Street Garage: Same as for garage facing street.

C. Side Yards
General
5 feet

Corner Lot
Same as front yard

Side Street Garage: Same as garage facing front street.

Multi-Family (8-15 du/acre), Stacked Flat Apartments

General

Typically, three-story buildings, 18-24 units each, with a 6,000-8,000 square foot footprint. (Figure C3.2.1)

Lot Coverage

60 percent maximum

Height

35 feet maximum

Roof Slopes

Primary Roof: 5:12 minimum; 12:12 maximum
Porches, Covered Decks and Dormers: 3:12 minimum; 12:12 maximum

Parking

Two spaces per unit.

Setbacks

All setbacks are minimums measured from property line unless otherwise noted.

A. Front Yard
10 feet

B. Rear Yard
10 feet

C. Side Yards
General
10 feet

Corner Lot
Same as front yard.

Space Between Buildings on a Single Parcel

10 feet minimum.

Building Modulation

Provide horizontal building modulation with interruptions of flat surfaces through the use of staggered planes or wall insets. No horizontal plane shall exceed 30 feet in length

without interruption and each offset shall be a minimum of 3 feet in depth and 5 feet in width.

Private Open Space

Provide a minimum of 48 square feet of private open space (i.e. deck or patio) per dwelling unit.

Landscape Area

Provide a minimum landscape area equal to 15 percent of the total parcel area.

Multi-Family (8-15 du/acre), Townhomes

General

Typically, 2-1/2 to 3 story buildings, 5-6 units each, with a 6,000-8,000 square foot footprint. (Figure C3.2.2)

Lot Coverage

60 percent maximum

Height

35 feet maximum

Roof Slopes

Primary Roof: 5:12 minimum; 12:12 maximum
Porches, Covered Decks and Dormers: 3:12 minimum; 12:12 maximum

Parking

Two spaces per unit; at least one space per unit must be garaged.

Setbacks

All setbacks are minimums measured from property line unless otherwise noted.

A. Front Yard
Porch: 10 feet
Building: 15 feet
Garage: 15 feet

B. Rear Yard
Porch: 10 feet
Building: 10 feet
Garage: 15 feet

C. Side Yards
General
5 feet

Corner Lot
Same as front yard.

Space Between Buildings on a Single Parcel

10 feet minimum

Building Modulation

Provide horizontal building modulation with interruption of flat surfaces through the use of staggered planes or wall insets. No horizontal plane shall exceed 30 feet in length without interruption and each offset shall be a minimum of 3 feet in depth and 5 feet in width.

Private Open Space

Provide a minimum of 48 square feet of private open space (i.e. deck or patio) per dwelling unit.

Landscape Area

Provide a minimum landscape area equal to 15 percent of the total parcel area.

Business Park

Permitted uses within the Business Park shall be limited to those uses identified in Conditions 17 through 18 of the Conditions of Approval for the Cle Elum UGA Trendwest Master Site Plan. The standards of CEMC Chapter 17.34 Business Park District shall apply unless modified by these standards. Parking shall conform to CEMC Chapter 17.56, unless modified by these standards. Landscaping shall conform to CEMC Chapter 17.64 unless modified by these standards.

The following Design Standards shall be added to the requirements of CEMC Section 17.34.110:

The following design standards apply to all development within the Cle Elum UGA Business Park with the intent to require development to be designed to create a quality environment consistent with the scale, character and history of Cle Elum.

A. Buildings shall be designed to front on the interior road network within the UGA Business Park. Internal drives shall be designed to allow vehicles within each main block of the Business Park to circulate from building to building without having to re-enter the road network. Parking may be located to the front, sides, or rear of the buildings.

B. Building facades facing the arterial or internal access drives or roads shall have at least 50% of the total wall area in permeable surfaces (windows, pedestrian entrances, open shops, etc.)

C. Pedestrian access shall be provided from the public right-of-way to the entrances of all buildings open to the public in a continuous and direct route to the primary pedestrian entrance. Pedestrian routes shall be a minimum of six feet wide and shall be constructed of Portland cement concrete, or brick or stone pavers. Pedestrian routes shall be protected from vehicle traffic by curbs, bollards, landscaping or other similar method. Where routes cross vehicle-maneuvering areas they shall be constructed of a different paving material than the vehicle maneuvering areas.

D. In order to reduce the appearance of bulk from distant views, large buildings should incorporate wall modulation, variations in fenestration, and distinctive rooflines.

1. Use a combination of recessed or projected surfaces to break up a flat façade and provide interesting shadow lines. Recessed surfaces help prevent glare from distant views, especially on facades with a high percentage of glazing.

2. A building of over 20,000 square feet shall incorporate two or more shapes and forms. Provide wall modulation with elements such as arcades, balconies, projecting window bays, strong cornice lines, decorative trim, and /or awnings.

3. Sloped rooflines should be used to help reduce the bulk of buildings by adding shadows and other interesting features. As an alternative to parapet roof forms, hipped and gabled roof elements can offer a more traditional character to the overall building form. Flat roofs may be allowed in buildings over 5,000 square feet where required for structural or functional purposes. If flat roofs are used, parapets or similar architectural devices should also be used to create an illusion of sloped roofs and to break up horizontal roof forms.

4. Consider modulating the roof surface with the addition of dormers in order to create a "garret look".

5. A moderate to steep roof pitch (5:12-12:12) is appropriate as a response to the mountain setting. The slope on dormers may be reduced to 3:12.

6. Avoid windowless facades or large bland walls on sides of buildings facing streets or adjacent non-industrial land uses. On facades that face streets or residential land uses, windows or other architectural treatments shall be used to break up large, bland spaces. Continuous vertical or horizontal bands of strip windows should be avoided. Wherever possible, design the windows to reflect the scale and character of those in the historic City center.

E. Commercial buildings in the Business Park should use similar or related architectural styles and materials in order to create an aesthetically unified and cohesive environment.

1. Exterior cladding materials are encouraged to be rough in texture in order to prevent glare from near and distant viewpoints.

2. Primary exterior cladding materials may include brick, concrete, stone, wood (shingles or siding) or other building materials that are consistent with historic development in the City or Central Washington. Synthetic substitutes for natural materials are acceptable.

3. Avoid the use of reflective or metallic materials in order to prevent glare. Glazing should be clear or lightly tinted.

4. When possible, continue on all building sides that are visible to the public the primary features, materials, and colors used on the street facades(s). However, accent materials or secondary design elements can often be concentrated at a few strategic locations without detracting from the overall character of the building.

F. The color palette for primary cladding materials should include soft earth tones and hues reminiscent of stone or wood. Avoid drab grays or bright whites as base colors. The use of deeper or bolder colors for secondary design elements is acceptable. In general, bright colors should be limited to minor accents, trim work, or details.

G. The site and buildings should be designed to maximize site surveillance opportunities from buildings and streets. Create sight lines that allow observation of outside spaces by building occupants and passersby.

H. Monumentation through the use of buildings, signs and landscaping shall be provided at key entranceways to the development

I. A minimum of 15% of the site shall be devoted to landscaping.

Neighborhood Parks

Purpose

The Neighborhood Park is intended to be used for both informal and structured activities. It is geared toward the needs of the residents within the Cle Elum UGA and the existing City of Cle Elum.

Size

The park shall be 18 acres in size (including an approximately 10-acre lake).

Uses

Permitted uses in the Neighborhood Park shall be limited to those uses identified in Condition 40 of the Conditions of Approval of the Cle Elum UGA Trendwest Master Site Plan.

Parking

Parking facilities shall be provided per CEMC, Section 17.56.

Landscaping

Landscaping shall be provided per CEMC, Section 17.64. The site shall be fully landscaped. Undisturbed natural landscape may be used to satisfy this requirement outside areas that are required to be lawn.

Irrigation

All landscaped areas, except those areas landscaped with undisturbed natural landscape, shall be provided with adequate irrigation consistent with the version of the City's plumbing code that is in effect at the time that the landscaping is installed. Said irrigation system shall also be consistent with Section 6 of these development standards relating to irrigation water use. The details of the irrigation system shall be reviewed and approved concurrently with the overall Park design pursuant to the procedures in CEMC 17.76.

Building Height

35 feet maximum.

Roof Slopes

Primary Roof: 5:12 minimum; 12:12 maximum
Porches and Dormers: 3:12 minimum; 12:12 maximum

Setbacks

All setbacks are minimums measured from property line. Parking shall not be allowed within any of the setback areas.

A. Front Yard: 20 feet
B. Side Yard: 20 feet

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C. Rear Yard: 20 feet

Modulation

Provide horizontal building modulation with interruptions of flat surfaces through the use of staggered planes or wall insets. No horizontal plane shall exceed 30 feet in length without interruption and each offset shall be a minimum of 3 feet in depth and 5 feet in width.

Pocket Parks

Purpose

Pocket parks are intended to serve limited populations, isolated areas, and unique recreational needs. This classification of park includes scenic overlooks, residential play areas, and landscaped areas in business parks.

Size

The minimum size shall be 0.25 acre.

Service Area

The service area of a pocket park shall have a maximum radius of 0.25 mile.

Access

Each park shall have a paved path from the sidewalk to the park facilities.

Passive Recreation area

Pocket parks shall have a passive recreation area consisting of at least 2,000 square feet of irrigated lawn.

Children's Play Equipment

Each pocket park shall contain children's play equipment as reviewed and approved by the City of Cle Elum concurrently with the overall Park design pursuant to the procedures in CEMC 17.76. Play equipment shall, at a minimum, conform to the following recommendations of the Consumer Product Safety Commission:

A. A minimum of 300 mm (12 in.) of protective surfacing (wood chips, mulch, sand or pea gravel, etc.) shall be provided.
B. A minimum of 1800 mm (6 ft) fall zone (shock absorbing material) in all directions from stationary pieces of play equipment shall be provided. In front of and behind

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swings, the material shall extend a distance equal to twice the height of the suspension bar.

C. Play structures shall be placed at least 3600mm (12 ft) apart.
D. Openings in play equipment shall measure less than 90mm (3.5 in) or more than 225 mm (9 in) to prevent children from being trapped.
E. There shall be no exposed concrete footings, abrupt changes in surface elevations, tree roots, stumps, or rocks that can trip children.
F. Elevated surfaces such as platforms, ramps, and bridge ways shall have guardrails to prevent falls.

Benches

Each pocket park shall contain a permanent bench designed to seat a minimum of four persons.

Signage

Each pocket park shall contain a sign identifying the park and the rules for usage.

Landscaping

Each park shall be fully landscaped. Undisturbed natural landscape may be used to satisfy this requirement outside the required lawn areas.

Irrigation

All landscaped areas, except those areas landscaped with undisturbed natural landscape, shall be provided with adequate irrigation consistent with the version of the City's plumbing code that is in effect at the time that the landscaping is installed. Said irrigation system shall also be consistent with Section 6 of these development standards relating to irrigation water use. The details of the irrigation system shall be reviewed and approved concurrently with the overall Park design pursuant to the procedures in CEMC 17.76.

Design Approval

Each park shall be designed so that the overall design appears open and not isolated, private or exclusive. The design of pocket parks shall be reviewed and approved by the City pursuant to the procedures in CEMC 17.76.

Temporary RV Park

Purpose of Temporary Recreational Vehicle Park

The purpose of the temporary RV park shall be to provide housing of construction workers from the MPR and UGA.

Location

The temporary RV park shall be located within the business park. The RV park shall not be located in any portion of the required open space or buffers.

Duration

The temporary RV park shall be removed after 10 years.

Maximum Density

The maximum density shall be 10 units per acre

Maximum Number of Units

The maximum number of units shall be 100.

The number of RV sites constructed will count against the 1,334 maximum residential unit count until the sites are removed.

Occupancy Limit

No individual RV shall be occupied within the park for a period to exceed 12 months. Longer occupancy shall be considered permanent and alternative housing arrangements need to be made.

Legal Vehicles

All vehicles shall remain fully street legal, licensed and ready for highway use.

Only recreational vehicles shall be permitted. Mobile homes, park models and camping are not allowed. Temporary skirting or other additions are not permitted..

Site Size

Each site shall contain a minimum of 1,500 square feet, including at least 200 square feet of private landscaped open space. Undisturbed natural landscape may be used to meet this requirement.

Minimum width shall be 30 feet.

The location of the vehicle pads shall be in such a manner as to maintain an eight-foot setback from any other vehicle or structure.

Site Surfacing

All sites shall contain a vehicle pad with four inches of crushed rock surfacing over compacted native soil contained within a border of treated wood or other approved edging material.

The surfaced area shall be of an adequate width to accommodate the recreational vehicle and an additional area of 3 feet to accommodate entering and exiting the vehicle.

The surfaced area shall be of an adequate length to accommodate typical recreational vehicles without encroaching on the access drives.

Required Setbacks and Separation

The following setbacks and separation distances shall apply. A recreational vehicle site shall not encroach into any area designated as a buffer or landscape easement.

A. Recreational Vehicle to Recreational Vehicle park boundaries and public roads: 50 feet
B. Recreational Vehicle to interior street: 8 feet
C. Recreational Vehicle to Recreational Vehicle (side to side): 8 feet
D. Recreational Vehicle to Recreational Vehicle (end to end): 8 feet
E. Recreational Vehicle to site boundary: 4 feet
F. Recreational Vehicle to other Structures accessory to RV park, including Community Buildings and Offices: 20 feet

Accessory Structures

No accessory structures shall be permitted.

Outside Storage

No outside storage shall be permitted.

Internal Access Streets

Drives serving the park shall be privately owned and maintained.

Drives shall be surfaced with Class A bituminous surface treatment.

All drives for two way access shall be a minimum of 24 feet in width. All drives for single direction access shall be a minimum of 14 feet in width or wider to accommodate vehicle maneuvering if backing into space is necessary.

Drives may be constructed with two-foot wide, four-inch thick, crushed rock shoulders.

Parking Space

Each RV space shall contain one vehicle parking space. Additional spaces shall be provided in central areas for parking of additional vehicles and guests. Parking shall not be permitted on access drives.

Parking space surfacing shall be four inches of crushed rock surfacing over compacted native soil contained with a border of treated wood or other approved edging material.

Recreation Area

A shared onsite recreation area of at least 200 square feet per site shall be provided.

Refuse Areas

A central facility for the collection of trash and recyclable materials shall be provided. It shall be constructed in such a manner as to be safe, sanitary, air-tight and fully screened from view.

Site Identification

All sites shall be individually and sequentially numbered. A map of the site layout with number shall be placed at the entrance(s) so as to be clearly visible to those entering the site.

Fireplaces

No fireplaces or fire pits shall be permitted.

Landscaping

On site native vegetation shall be retained as practicable.

Stormwater

Stormwater facilities shall be installed consistent with the adopted development standards for all impervious surfaces. Roadside ditches may be used to collect and convey stormwater.

Water Connections

The site shall be served by a single master meter. All plumbing shall comply with the Uniform Plumbing Code and shall employ appropriate provisions to prevent freezing of individual service connections.

Sewer

Each individual site shall be served by a separate sanitary sewer hook-up consistent with the Uniform Plumbing Code requirements. If the plumbing code does not contain a specific standard for RV hook-ups, an appropriate standard shall be prepared for review and approval by the City Engineer. Sewer connection charges shall be based on the apartment rate of .70 ERU per site. No central dump station shall be permitted.

Sanitary Facilities

A central sanitary facility shall be provided that contains at least four toilets, four showers, and four lavatories for each sex. A temporary mobile or modular unit may be used to satisfy this requirement.

Electrical/Telephone/Cable TV/Exterior Light

Each site shall be served by a pedestal containing electrical service (50 amp/30amp/110 volt), cable TV, telephone and an exterior light. All cabling shall be underground.

A Roadway, Trail and Bikeway Standard Plans

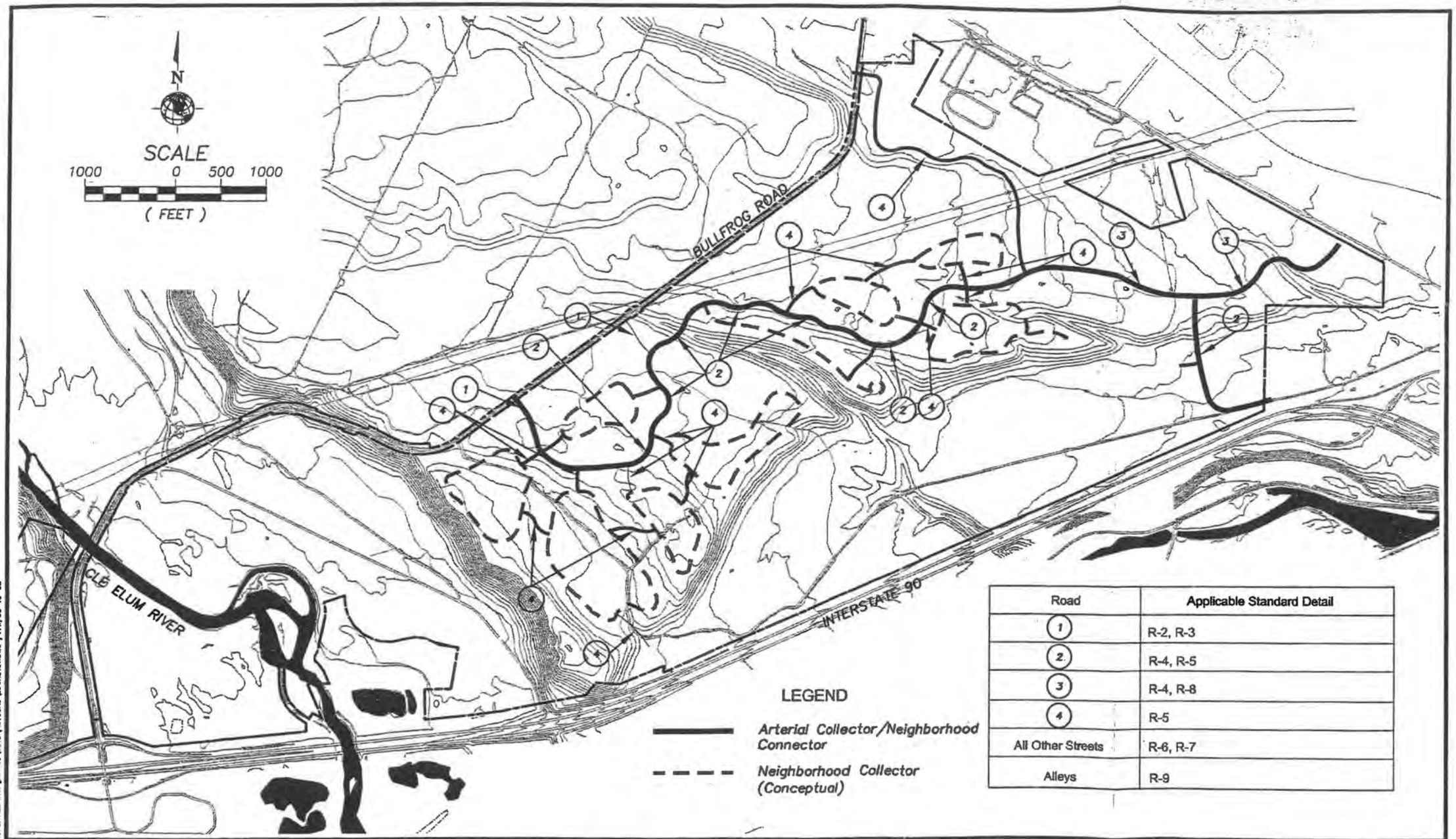
B City of Cle Elum, Construction Standards for the Private Construction of Public Facilities for Properties Subject to the Cle Elum UGA Master Site Plan, May 2002.

C City of Cle Elum, Chapter 15.20 Sign Code

D Referenced Figures from Master Site Plan Application

Appendix A – Roadway, Trail and Bikeway Standard Plans

Title (Preliminary Listing)	Drawing
Street Classification Plan	R-1
Collector Arterial Streets	
Entrance Section "A"	R-2
Entrance Section "B"	R-3
Section "A"	R-4
Section "B"	R-5
Neighborhood Collector Street Section "A"	R-6
Local Access Streets	
Residential Local Access Type "A"	R-7
Business Park Local Access	R-8
Alley	R-9
Trail and Path Dimensions	T-1



Road	Applicable Standard Detail
1	R-2, R-3
2	R-4, R-5
3	R-4, R-8
4	R-5
All Other Streets	R-6, R-7
Alleys	R-9

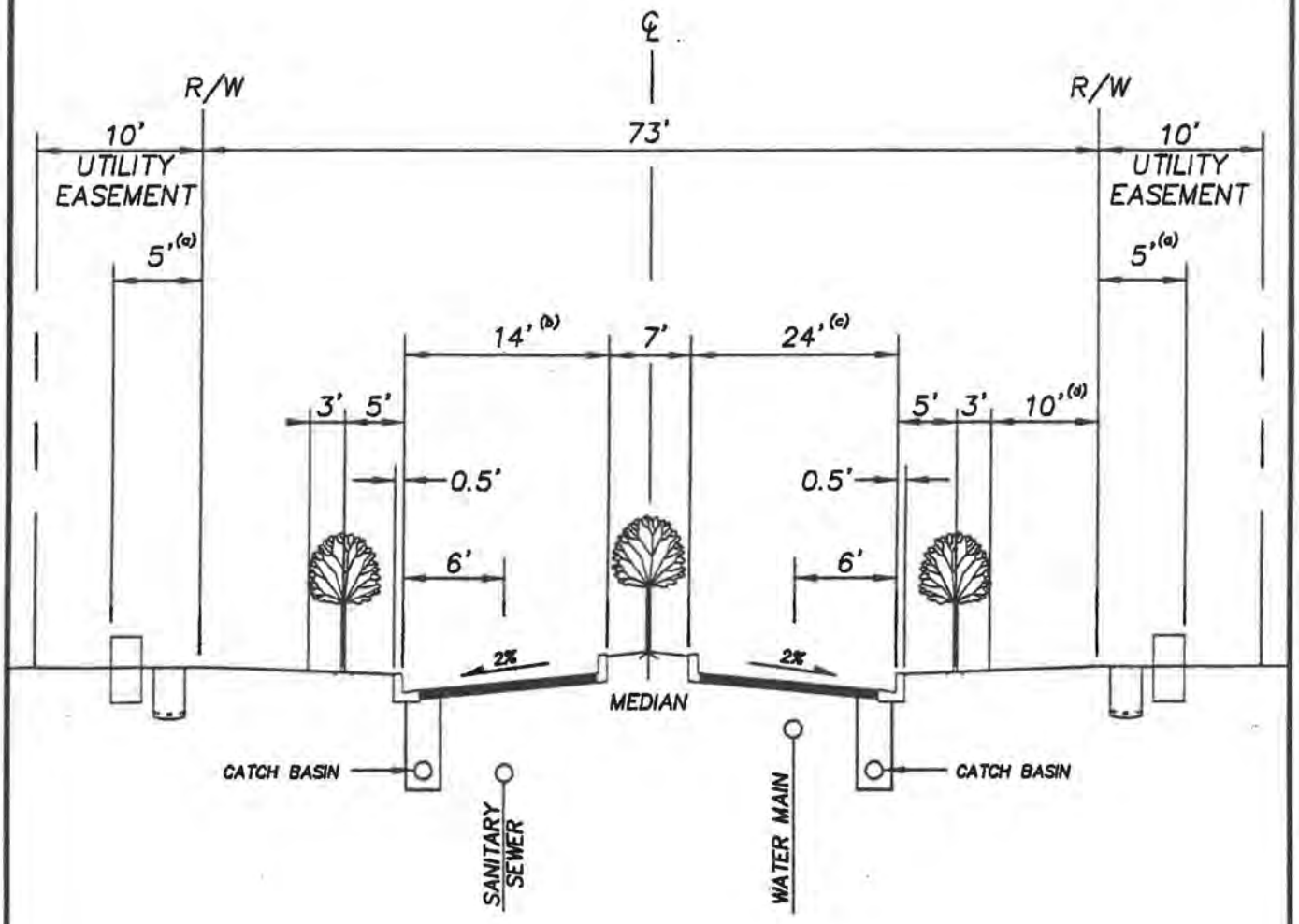
Cle Elum UGA Road Standards

Street Classifications

No. R-1

F-01

I:\PROJECT\TRENDWEST PROPERTIES INC\3247161.3016\AUTOCAD\UGASTD1.DWG /TW/03-19-02



(a) CLEARING LIMITS EXCEPT AT TRANSFORMER

(b) ONE LANE IN FROM MAJOR ARTERIAL.

(c) TWO LANES OUT TO MAJOR ARTERIAL.

(d) COMBINED PEDESTRIAN AND BIKE PATH.

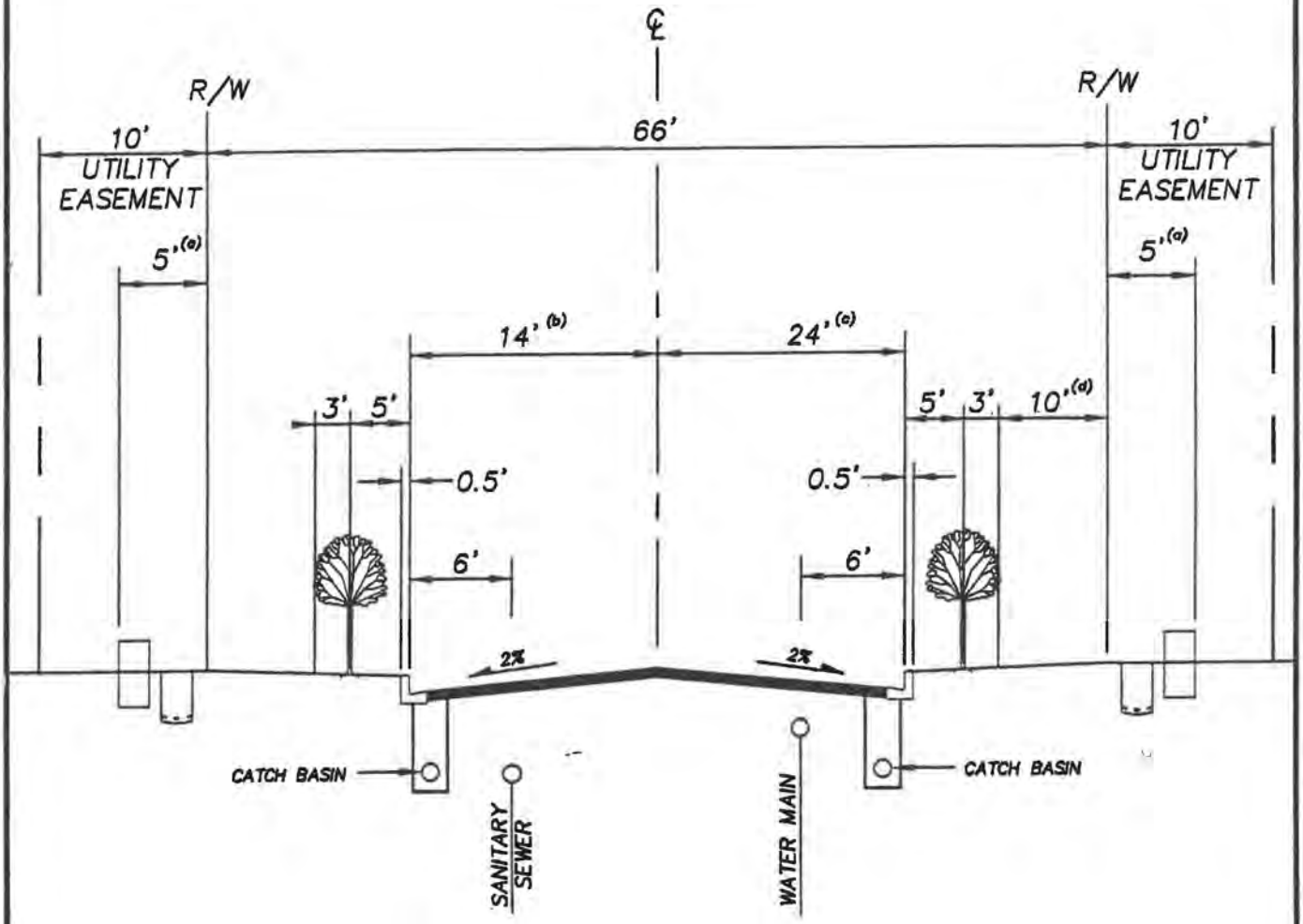
NOTE:
Sanitary sewers to be located on south or west side of street. Water mains to be located on north or east side of street.

Cle Elum UGA Road Standards

Entrance Road Section "A"

No. R-2

F-01



(a) CLEARING LIMITS EXCEPT AT TRANSFORMER

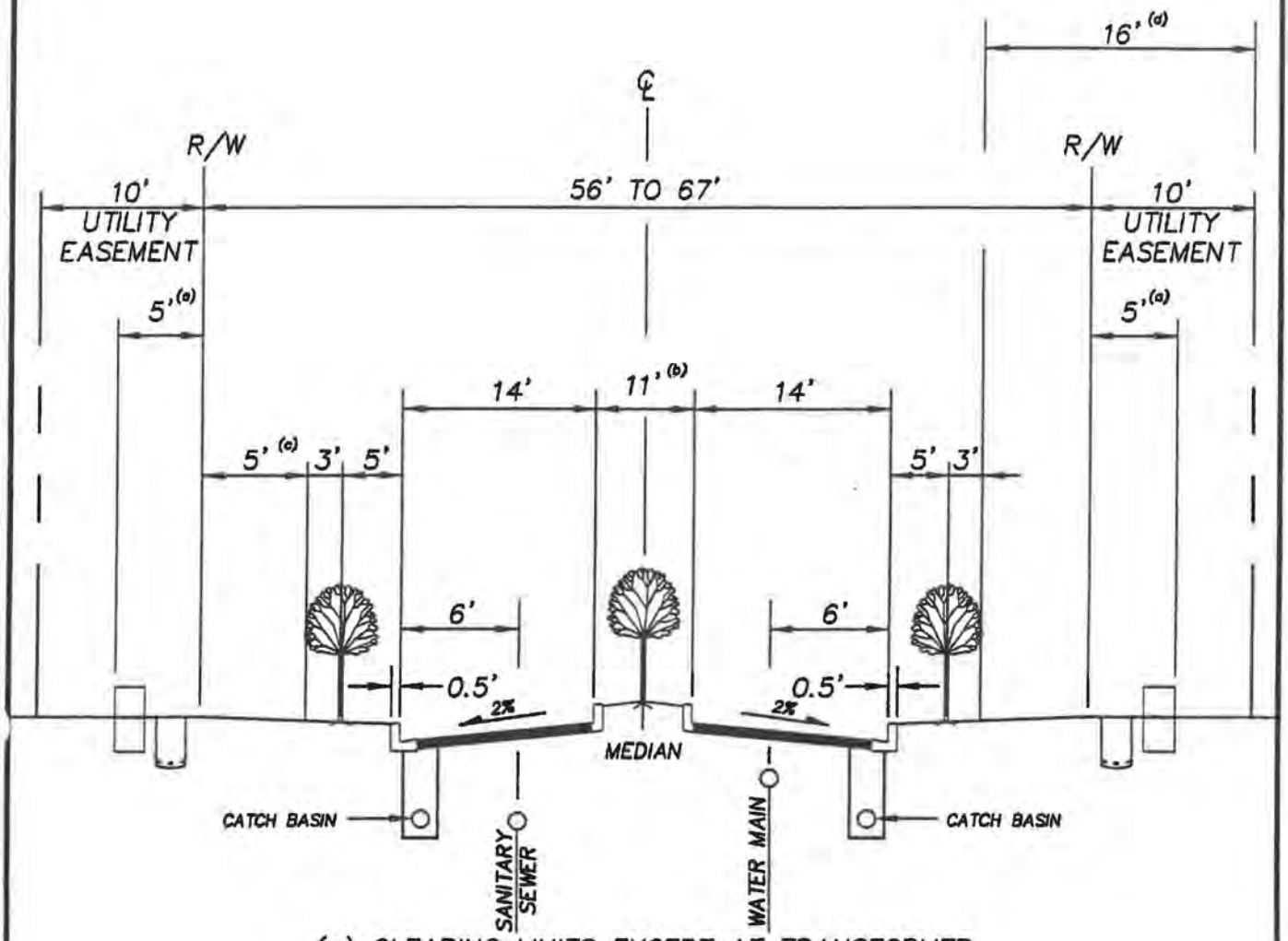
(b) ONE LANE IN FROM MAJOR ARTERIAL.

(c) TWO LANES OUT TO MAJOR ARTERIAL.

(d) COMBINED PEDESTRIAN AND BIKE PATH.

NOTE:
Sanitary sewers to be located on south or west side of street. Water mains to be located on north or east side of street.

Cle Elum	**Cle Elum UGA Road Standards**	**No. R-3**
	Entrance Road Section "B"	



(a) CLEARING LIMITS EXCEPT AT TRANSFORMER

(b) TURN POCKET TO NEIGHBORHOOD COLLECTOR OR OPTIONAL SHORT MEDIAN. MEDIAN WIDTH IN BUSINESS PARK 12 FEET.

(c) SIDEWALK LOCATED ON OPPOSITE SIDE OF STREET FROM COMBINED PEDESTRIAN AND BIKE PATH

(d) 16' COMBINED PATH MEANDER LIMIT FOR 10' COMBINED PEDESTRIAN AND BIKE PATH.

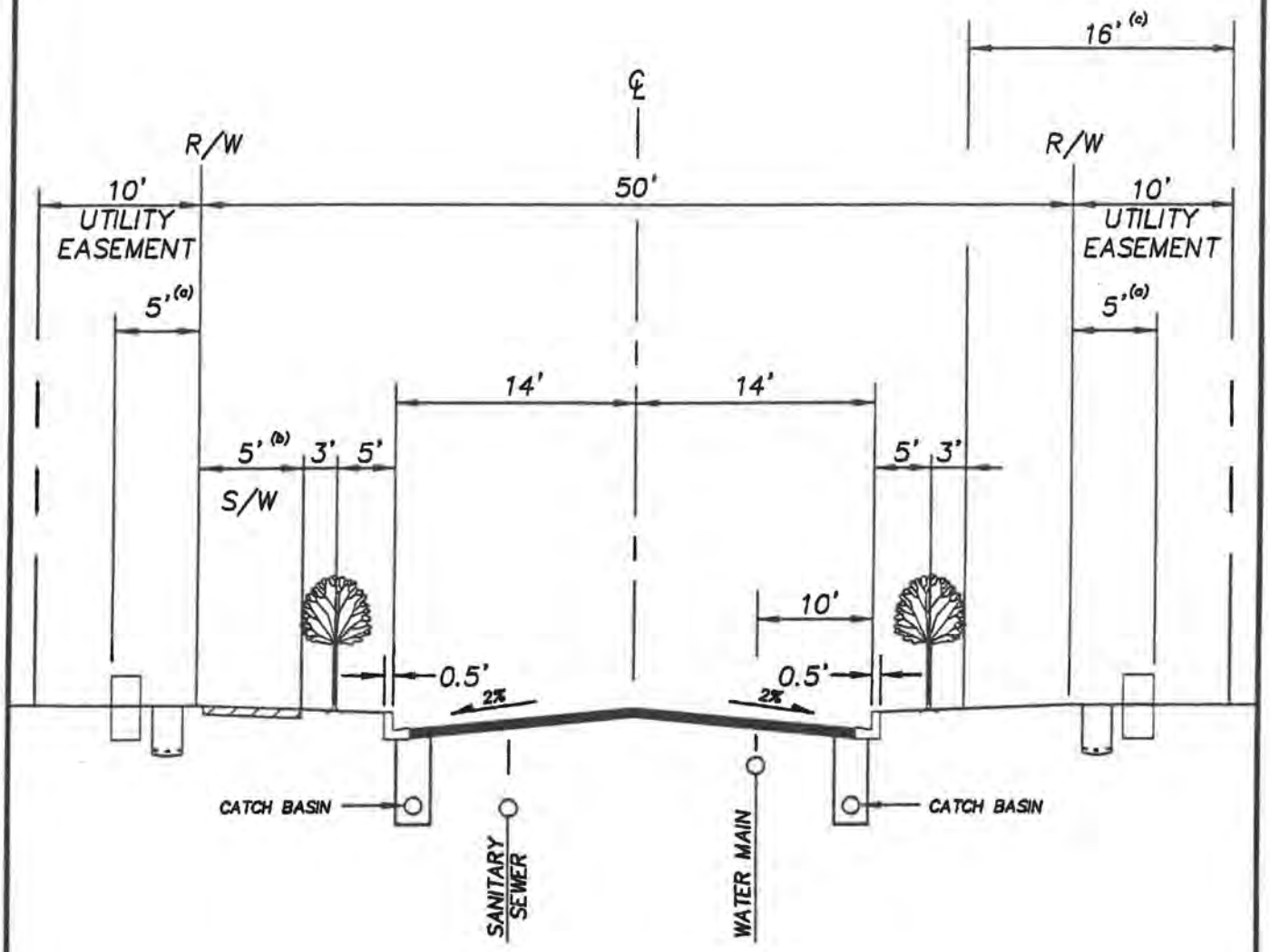
NOTE:
Sanitary sewers to be located on south or west side of street. Water mains to be located on north or east side of street.

Cle Elum UGA Road Standards

Collector Arterial Section "A"

No. R-4

F-01



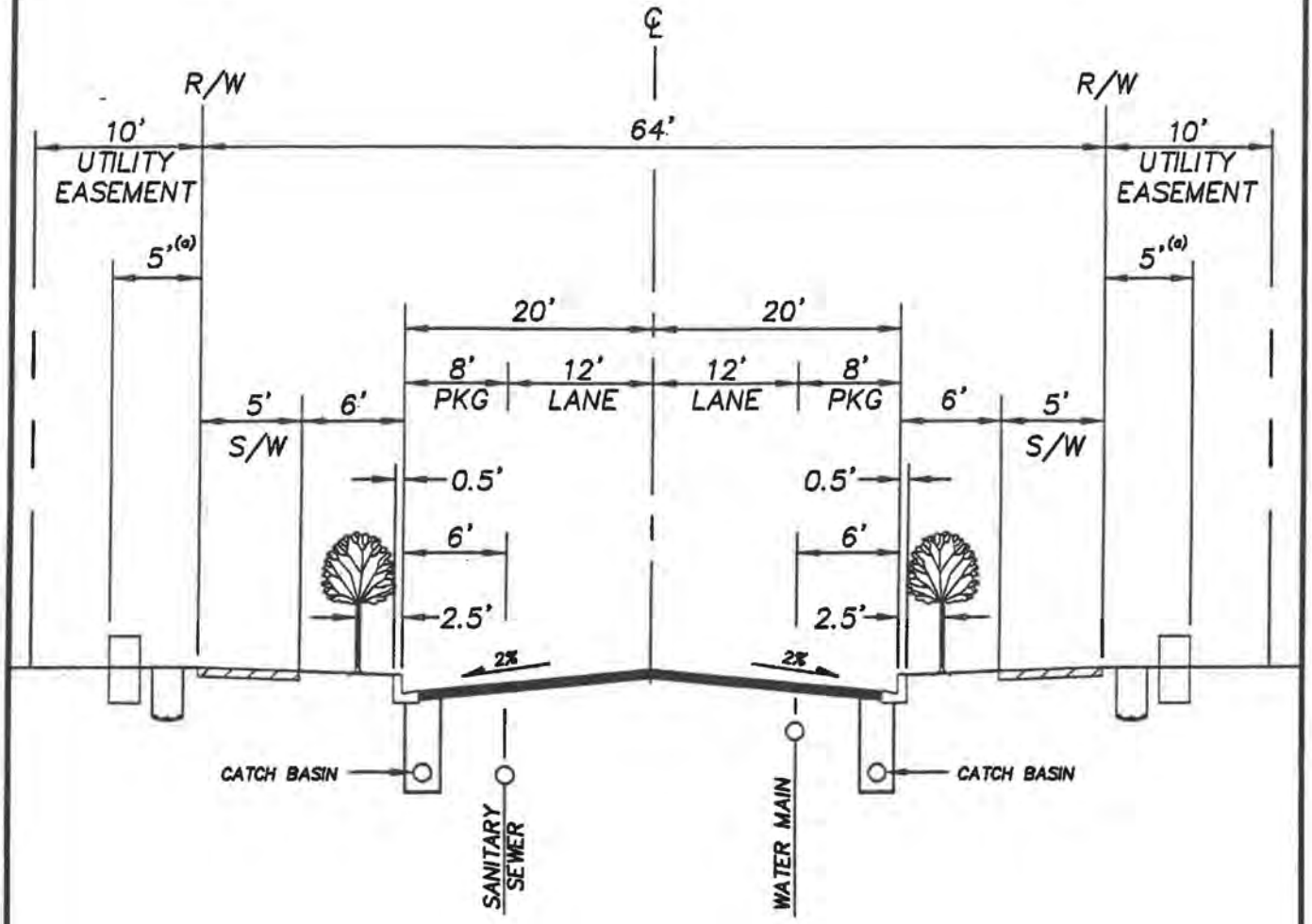
(a) CLEARING LIMITS EXCEPT AT TRANSFORMER.

(b) SIDEWALK LOCATED ON OPPOSITE SIDE OF STREET FROM COMBINED PEDESTRIAN AND BIKE PATH.

(c) 16' COMBINED PATH MEANDER LIMIT, FOR 10' COMBINED PEDESTRIAN AND BIKE PATH

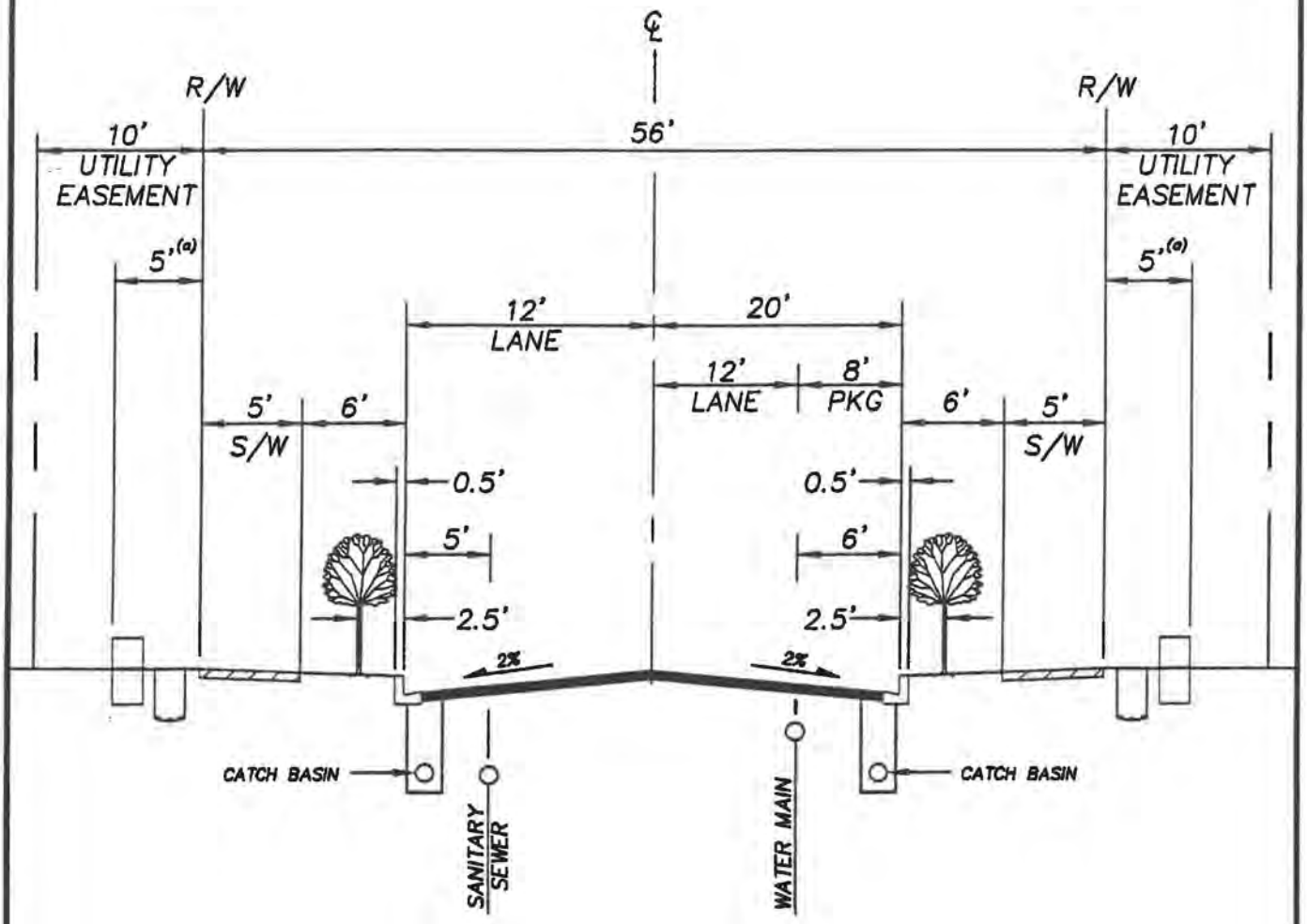
NOTE:
Sanitary sewers to be located on south or west side of street. Water mains to be located on north or east side of street.

Cle Elum WASHINGTON HEART OF THE CASCADES	**Cle Elum UGA Road Standards**	**No. R-5**
	Collector Arterial Section "B"	



(a) CLEARING LIMITS EXCEPT AT TRANSFORMER.

Cle Elum WASHINGTON HEART OF THE CASCADES	**Cle Elum UGA Road Standards**	**No. R-6**
	Neighborhood Collector	

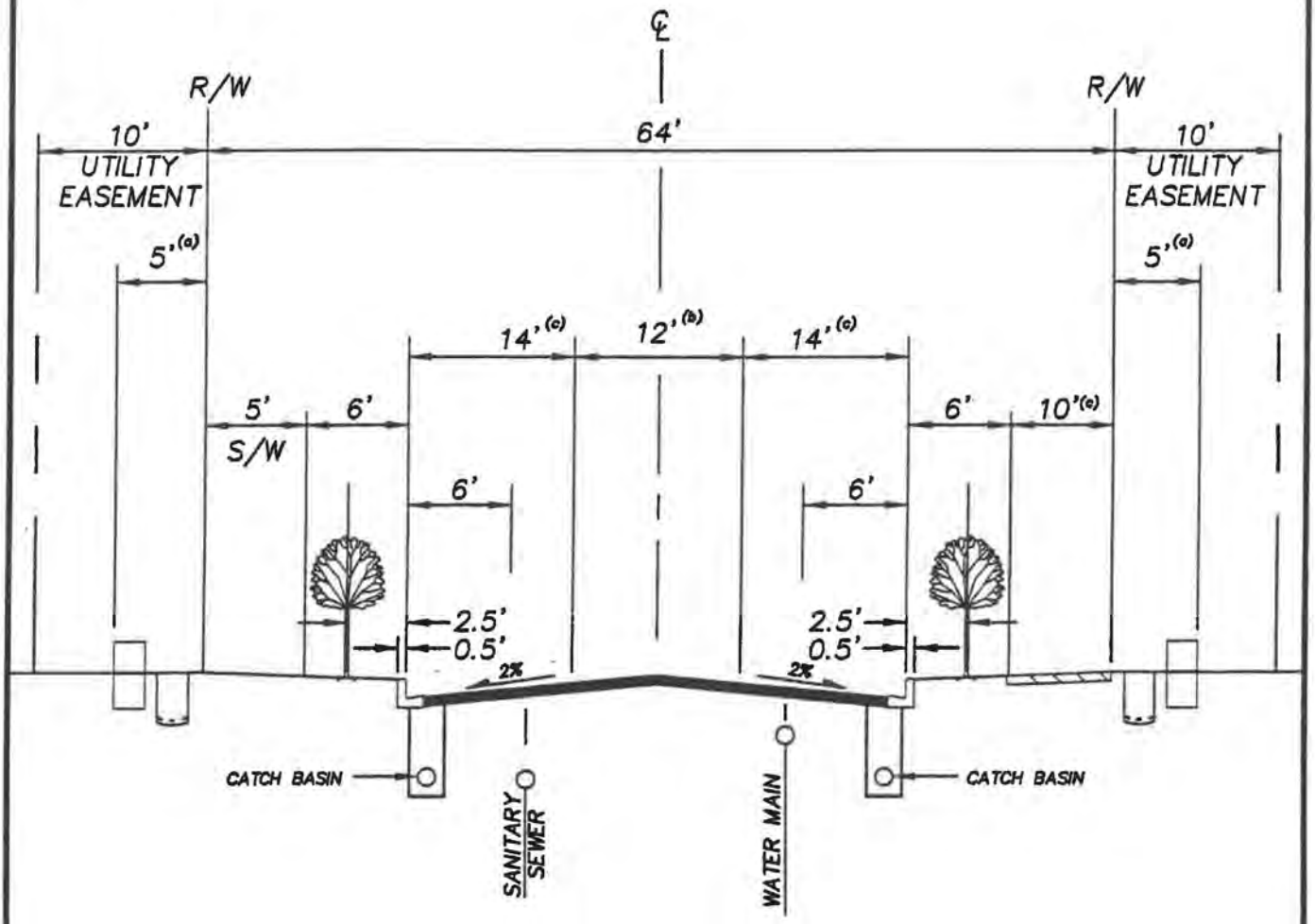


(a) CLEARING LIMITS EXCEPT AT TRANSFORMER.

NOTE:
Sanitary sewers to be located on south or west side of street. Water mains to be located on north or east side of street.

Cle Elum	**Cle Elum UGA Road Standards**	**No. R-7**
	Residential Local Access	

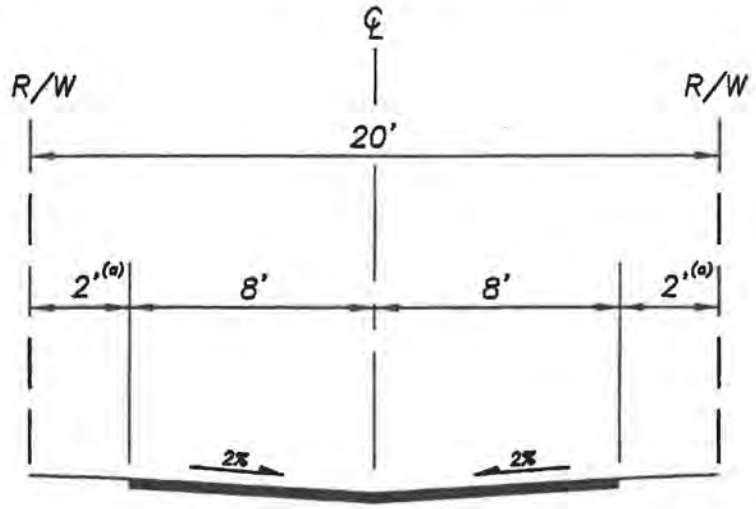
F-01



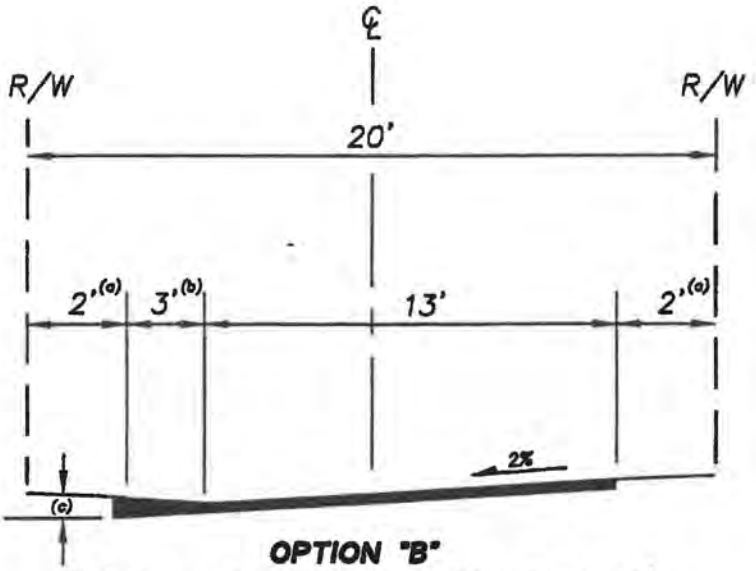
(a) CLEARING LIMITS EXCEPT AT TRANSFORMER
(b) TURN LANE WHERE REQUIRED
(c) COMBINED PEDESTRIAN AND BIKE PATH.

NOTE:
Sanitary sewers to be located on south or west side of street. Water mains to be located on north or east side of street.

Cle Elum	**Cle Elum UGA Road Standards**	**No. R-8**
	Business Park Access/Collector Arterial	



OPTION "A"



OPTION "B"

(Optional as Approved by City Engineer)

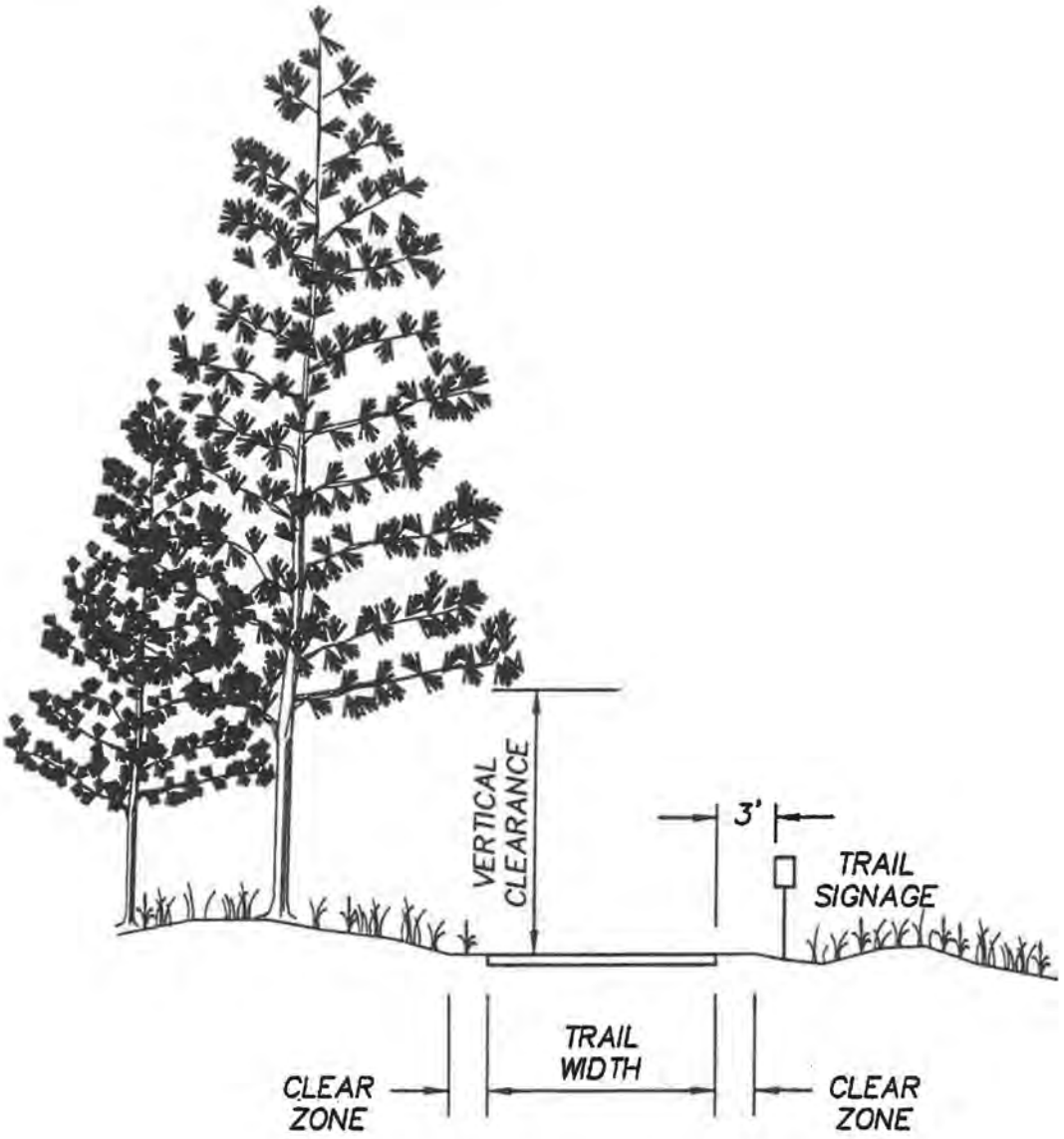
(a) PLANTER STRIP

(b) A.C. THICKENED EDGE

(c) 3" GREATER THAN PAVEMENT THICKNESS

Cle Elum	**Cle Elum UGA Road Standards**	**No. R-9**
	Residential Alley	

F-01



NOTE:

Refer to Table 3–4 for vertical clearance, trail width and clear zone dimensions.

Cle Elum	**Cle Elum UGA Trail and Path Standards**	**No. T-1**
	Trail and Path Dimensions	

Appendix B – City of Cle Elum, Construction Standards for the Private Construction of Public Facilities for Properties Subject to the Cle Elum UGA Master Site Plan, May 2002.

CITY OF CLE ELUM

CONSTRUCTION STANDARDS
FOR THE PRIVATE CONSTRUCTION
OF PUBLIC FACILITIES FOR PROPERTIES
SUBJECT TO THE CLE ELUM
UGA MASTER SITE PLAN

MAY 2002

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APPENDIX B - STANDARD DETAILS

CHAPTER 1 - GENERAL

1. ENACTING AUTHORITY

These Development Standards are enacted by the City of Cle Elum to protect and preserve the public health, safety, and general welfare; and in accordance with State law.

2. PURPOSE

The purpose of these Construction Standards is to provide consistent development requirements and standards for the design and construction of public improvements by Trendwest Properties, their assigns, and/or successors for properties subject to the Cle Elum UGA Master Site Plan (known as the "TW-UGA").

3. STATE ENVIRONMENT POLICY ACT (SEPA)

These Standards will not affect any considerations involving issues under the State Environmental Policy Act (SEPA). The City's responsible official will continue to make all necessary SEPA decisions when individual proposals are submitted.

4. CONFLICTING PROVISIONS

The standards, procedures, and requirements of these Standards are the minimum necessary to promote the health, safety, and welfare of the residents of the City of Cle Elum. If the provisions of these Standards conflict with one another, the most restrictive provision or the provision imposing the highest standard shall prevail.

5. SEVERANCE

If any provision of these Standards or its application to any person or circumstance is for any reason held to be invalid, the remainder of these Standards or the application of the provisions is not affected.

6. PROCESS

Design Phase

Any person, firm, or corporation (the "Developer") which plans or is required to construct a public works improvement shall apply to the Director of Public Works. The request by the Developer shall include a map showing the area to be served; the number and type of units, or the type and size of facility should be indicated.

Upon receipt of the design requirements from the Director of Public Works, the Developer shall cause plans and specifications for the public works improvements to be prepared in accordance with these Construction Standards, the TW-UGA conditions document and development standards, and the City of Cle Elum Municipal Code. The Developer or his consulting engineer shall submit six (6) paper sets of plans and specifications for review by the City or the City's engineer.

The City shall review the initial submittal and indicate corrections or additions or request additional information and return one "red lined" set to the Developer. The Developer shall make the required corrections and resubmit two (2) paper sets of revised plans and specifications to the Director of Public Works.

When it has been determined that the plans and specifications indicate compliance with City of Cle Elum standards, the Developer will submit the original plan tracings and specifications for approval and the City of Cle Elum will stamp the tracings and specifications with an approval stamp. Such approved plans and specifications shall not be changed, modified, or altered without authorization from the Public Works Director. The City of Cle Elum will make copies of the approved plans and specifications for use by City Inspectors and City Departments as required.

Upon receipt by the Director of Public Works of the plan review fee, as discussed in Section 8, the approved original plans and specifications will be returned to the Developer.

Construction Phase

All construction shall be inspected by the City of Cle Elum or its authorized agent. The Developer's Contractor shall give a minimum of ten (10) days prior notice to the Public Works Director of the start of any construction activities.

Before the Developer's Contractor commences any work, he shall be required to attend a preconstruction conference with the Department of Public Works, the City's Engineer, and utility companies as determined by the City of Cle Elum. The purpose of the meeting is to discuss the scheduling, method of construction, responsibilities, concerns of other utilities, and other pertinent project conditions. The Contractor will submit his insurance and construction schedule at or prior to this meeting.

After cleanup by the Contractor and final inspection by the City, the City will calculate the inspection fees and submit them to the Developer. The Developer will pay the inspection fee, as discussed in Section 8, to the Public Works Department.

7. ENGINEERING DESIGN PLAN REQUIREMENTS

All plans, specifications, engineering calculations, diagrams, and other relevant data shall be designed and prepared by a Civil Engineer licensed by the State of Washington, in accordance with Chapter 2 - General Plan Requirements.

8. PLAN REVIEW AND INSPECTION FEE

Plan review and inspection fees are hereby established to defray the administrative expense of plan review and inspection costs incurred by the City of Cle Elum. The total plan review fee shall be paid by the Developer to the City of Cle Elum prior to approval of the plans and specifications. The total inspection fee shall be paid by the Developer to the City of Cle Elum prior to the issuance of a Certificate of Occupancy.

The plan review fee and the inspection fee shall be the total actual costs incurred by the City of Cle Elum, its agents, employees, and elected or appointed officials, for review and approval of the plans and specifications and for inspection of construction of the public improvements. The fees shall include, but not be limited to, initial plan review, subsequent meetings with the Developer, explanations to the Developer's engineering consultant, re-reviews of revised plans, inspection of construction, re-inspections, and a final inspection prior to the expiration of the maintenance period.

The plan review fee shall be tabulated and sent to the Developer and paid by the Developer in full prior to the City releasing the approved original plans and specifications prior to construction.

The construction inspection fee shall be tabulated and sent to the Developer and paid by the Developer in full prior to the City issuing a Certificate of Occupancy.

9. RECORD DRAWINGS

The Developer shall maintain a neatly marked, full-sized set of record drawings showing the final location and layout of all new construction of the public facilities. Prior to final acceptance by the City of Cle Elum, one set of reproducible mylar Record Drawings and two sets of prints prepared by the Developer's Engineer and clearly marked "RECORD DRAWINGS" shall be delivered to the Director of Public Works for review and acceptance.

10. TRANSFER OF OWNERSHIP

The Developer shall complete a Transfer of Ownership of Utility System Form upon completion of the construction of the public works improvements. This form may be found in Appendix A.

11. EASEMENTS

Public utility easements shall be established for the location of new and future public improvements serving new land divisions and land developments. Easements shall also be granted across the front of new lots and existing lots to provide future utility access as required.

All easements required shall be prepared by the Developer on the proper form and format for recording at the Kittitas County Auditor's Office. The easement legal description shall be prepared by a land surveyor licensed in the State of Washington. The executed and notarized easement document shall be submitted to the Director of Public Works for recording.

Ten (10) foot wide utility easements shall be dedicated along the front of each lot in subdivisions and short subdivisions. Easements for new and/or future utility lines which are not adjacent to street rights of way shall be a minimum of fifteen (15) feet wide, provided the width of the easements for buried utilities will be at least twice the depth of the planned excavation.

Utility easements shall be continuous and aligned from block to block within a subdivision and with easements in adjoining subdivisions to facilitate the extension and future extension of public utilities.

CHAPTER 2 - GENERAL PLAN REQUIREMENTS

All plans, specifications, engineering calculations, diagrams, and other relevant data shall be designed and prepared by a Civil Engineer licensed by the State of Washington.

GENERAL PLAN FORMAT

1. Plan sheets and profile sheets or combined plan and profile sheets and detail sheets shall be on a sheet size of 22" x 34".

2. Each sheet shall contain the following project information:

   a. Project title and City project number, work order number, or LID number, if appropriate.
   b. Name, address, and phone number of the Owner/Developer.
   c. Name, address, and phone number and stamp of the Civil Engineer preparing the plans.
   d. Quarter section, Section - Township - Range
   e. Sheet title.
   f. "Page ____ of ____ Pages" numbering.
   g. Revision block.

3. All plan sheets must have a NORTH arrow preferably pointing to the top of the sheet or to the right, and must indicate the drawing scale. All engineering plans must be drawn to an appropriate engineer's scale. For profiles, the vertical scale shall be 1"=2', 1"=5' or 1"=10'. The horizontal scale shall be the same for both plan and profile and normally be 1"-20'. Plan and profile stationing shall generally read left to right.

4. The Vertical Datum for all plan submittals must be based on the CITY OF CLE ELUM DATUM. The benchmark used shall be referenced on the plans. An assumed datum will not be accepted.

5. Existing features and topography within the project construction limits must be shown on the plans. This shall include existing road width and surfacing, utility poles, existing underground utilities and surface appurtenances, significant trees, landscaping, and other elements that may affect design/construction.

6. Plan sheets shall indicate all adjacent property lines, right of way lines, and easements.

7. Plan sheets shall show all horizontal survey control as required to properly locate and tie the improvements in horizontal location.

8. Vicinity map showing the project site location.

If the engineering plans include more than three (3) sheets, a cover/title sheet may be required. This sheet shall include an overall site plan with contours, a vicinity map, table of contents, and applicable project information.

SANITARY SEWER SYSTEM PLAN REQUIREMENTS

1. Show all existing and proposed sanitary sewer system features including, but not limited to, the following:

   a. Sewer mains, gravity and force mains
   b. Side service, proposed locations
   c. Manholes
   d. Clean outs
   e. Pump Stations.

2. Indicate all easements required for the sanitary sewer main extensions and laterals.

3. Provide a profile for each sanitary sewer main extension. Clearly indicate the vertical and horizontal scale. Show the profile on the same sheet with, and aligned underneath, the plan view as practical.

4. Show the sanitary sewer system and water system on the same plan and profile for verification of minimum separation requirements. The design information for each may be on individual drawings for that system.

5 Slope, length, size, and pipe type shall be indicated for all mains and side sewers. Pipe length shall be measured from centerline of manholes.

6. Each manhole shall be uniquely numbered and shall be stationed off of a referenced centerline. Indicate rim and invert elevations in and out at all manholes. Indicate the length of each side sewer stub, the centerline stationing for each side sewer, and the size.

7. The plan and profile must show the location of all existing and proposed water, irrigation, storm drain, power, telephone, cable TV, and other utility crossings.

8. Generally show all vertical data in the profile view and all horizontal data in the plan view. It is not desirable to repeat the vertical data in the plan view unless it does not show in a profile.

9. Provide an overall site plan of development with contours, to show that all lots/parcels will be served by the proposed sewer system at design depth for all new development.

WATER SYSTEM PLAN REQUIREMENTS

1. Show all existing and proposed water system features if known, including but not limited to:

   a. Water mains
   b. Water valves
   c. Water meters
   d. Fire hydrants
   e. Blow offs

f. Air and vacuum release valve assemblies
g. Pressure reducing valves
h. Fire sprinkler system lines
I. Backflow prevention devices
j. Post indicator valves
k. Thrust blocking

2. Identify all joint connections; provide detail of all non-standard joints.

3. Station or dimension the location of all fire hydrants, tees, crosses, services relative to centerlines or property lines.

4. Indicate all easements required for the water main extensions and future extensions.

5. Show the length, size, and pipe type for all main extensions, fire sprinkler system services, and domestic services where applicable.

6. Show the water system and the sanitary sewer system on the same plan and profile view for verification of minimum separation requirements. The design information for each system may be on individual drawings for that system.

7. A profile view shall be shown for all City water main extensions, aligned if practical with the plan view. Clearly indicate the horizontal and vertical scales.

8. Show the minimum cover and minimum separation on each sheet.

9. In the profile view, show all utilities crossing the proposed water main.

STORM DRAIN SYSTEM PLAN REQUIREMENTS

1. Show all existing features if known and all proposed storm drain system features including but not limited to:

a. Storm drain mains
b. Catch basins
c. Inlets
d. Drywells
e. Retention systems
f. Biofiltration swales
g. Culverts
h. Streams
I. Ditches
j. Natural drainage swales
k. Headwalls
l. Oil/water separator assembly

2. Show slope, length, size, and pipe material for all storm drain mains and lines.

3. All catch basins and inlets shall be uniquely numbered and shall be clearly labeled. Stationing and offsets shall be indicated from referenced centerline. Show all proposed storm drain features within the right of way in a profile.

4. Indicate all grate, rim, and invert elevations in the profile view.

5. Show all horizontal measurements and control in the plan view.

6. Indicate all easements required for the storm drainage system.

7. The plan shall clearly indicate the location of the storm drainage items stationed from a referenced centerline.

8. Provide storm water runoff and drainage calculations as described in Chapter 8.

STREET PLAN REQUIREMENTS

1. Show all existing and proposed roadway improvements including but not limited to:

   a. Pavement
   b. Concrete curb and gutter
   c. Edge of pavement
   d. Sidewalk
   e. Utilities (manholes, power poles, signs, valves, etc.)
   f. Handicap ramps
   g. Barricades
   h. Driveways
   I. Rockery or retaining walls
   j. Mailboxes
   k. Monuments
   l. Streetlights
   m. Compliance with ADA requirements.

2. Show all right of way lines, centerlines, and roadway widths for all rights of way.

3. Clearly differentiate between areas of existing pavement, areas of new pavement, and areas to be overlaid.

4. Provide a cross section or typical section of all rights of way indicating right of way width, centerline, pavement width, sidewalk, curb and gutter, pavement, and base thickness of new and existing pavement.

5. Provide a profile of all new public roadways or extensions of existing roadways. Indicate all vertical curve data, percent of grade, centerline stationing, finish grade elevations, and existing ground line. The profile of the existing centerline ground should extend a minimum of 100 feet before the beginning and at the end of the proposed improvements to show the gradient blend.

6. Align the profile view with the plan view, if practical. Clearly indicate the horizontal and the vertical scale.

7. Clearly label all profiles with respective street names and plan sheet reference numbers if drawn on separate sheets.

CHAPTER 3 - STANDARD SPECIFICATIONS

FORWARD

The City of Cle Elum has adopted the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, and the Washington State Chapter of the American Public Works Association as the standard specifications governing all design and construction of public improvements by private developers.

All references hereinafter made to the "Standard Specifications" shall refer to the latest edition of the Standard Specifications described above. Except as may be amended, modified, or supplemented hereinafter, each section of the Standard Specifications shall be considered as much a part of these requirements as if they were actually set forth herein.

The Standard Specifications, Special Provisions, and City Standard Details contained in these **City Construction Standards** shall apply in their entirety to all City of Cle Elum public works projects. These Standards have been prepared to form a compiled document intended to assist and inform developers, consultants, and contractors of the construction requirements to be used on public works improvements.

The Standard Specifications, Special Provisions, and City Standard Details shall periodically be revised and updated. It shall be the responsibility of each user of this information to verify that he has the latest revisions prior to submitting any work covered by these specifications and details.

Developers and contractors are encouraged to contact the City of Cle Elum Public Works Department regarding these standards.

City of Cle Elum
Public Works Department
119 West 1st
Cle Elum, WA 98922

Telephone: (509) 674-2262
Fax: (509) 674-4097

CHAPTER 4 - GENERAL REQUIREMENTS FOR ALL PROJECTS

GENERAL

All work shall be done in accordance with the Plans, the latest edition of Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, and the Washington State Chapter of the American Public Works Association, referenced codes and organizations, and these Special Provisions.

All references hereinafter made to Standard Specifications shall refer to the latest edition of the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association.

NOTE: THE "APWA AMENDMENTS TO DIVISION ONE OF THE WSDOT/APWA STANDARD SPECIFICATIONS" SHALL REPLACE DIVISION ONE OF THE "STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION."

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

The terms defined in Section 1-01.3 of the APWA Amendments to Division One of the Standard Specifications shall be further described by the following:

Consultant:	Means a civil engineer licensed in the State of Washington, employed by the Developer to prepare plans and specifications, perform construction staking, or similar services.
Contract Documents:	Means the plans and specifications prepared by the Developer or his consultant for the public works improvements contemplated.
City:	Means the City of Cle Elum, a municipal corporation.
Contractor:	Means the person or firm employed by the Developer to do the construction of the public works improvements.
Developer:	Means the person or firm engaging the services of and employing consultants, and/or contractors and paying for the design and construction of the public works improvements.
Drawings:	Means the plans and specifications prepared by the Developer or his consultant for the public works contemplated. The terms "Contract Documents," "Plans," "Engineer's Plans," "Engineer's Drawings," "Working Drawings," and "Project Manual" are synonymous.

Engineer:	Means the Director of Public Works of the City of Cle Elum or his duly authorized agent or representative.
Owner:	Means the City of Cle Elum acting through its legally established officials, boards, commissions, etc., as represented by its authorized officers, employees, or agents.
Standard Details:	Means specific drawings adopted by the City of Cle Elum and revised from time to time which show frequently recurring components of work which have been standardized for use.
Standard Specifications:	The latest edition of the Standard Specifications for Road, Bridge, and Municipal Construction published by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association are, by this reference, made part of these Contract documents. Except as may be amended, modified, or supplemented hereinafter, each section of the Standard Specifications shall be considered as much a part of these Contract Documents as if they were actually set forth herein. All references hereinafter made to Standard Specifications shall refer to the latest edition of the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association.
Special Provisions:	The Special Provisions supersede any conflicting provisions of the Standard Specifications for Road, Bridge, and Municipal Construction and the appended amendments to the Standard Specifications and are made a part of this Contract. Should any conflicts be encountered, the following inter-relationships shall govern: The Special Provisions shall supersede the APWA Amendments, which shall supersede the WSDOT Amendments, which shall supersede the Standard Specifications.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.4 Contract Bond (APWA only)

Requirements regarding bonding and warranties of improvements are specified in Section 1 of the May 2002 version of the Development Standards, Cle Elum UGA, Trendwest and Master Site Plan.

1-04 SCOPE OF THE WORK

1-04.4 Changes

The provisions of Section 1-04.4 of the APWA Amendments to Division One shall be modified as follows:

> No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Developer and the City.

1-04.11 Final Cleanup

The Contractor shall perform final cleanup as provided in this section to the Developer's and Owner's satisfaction. The date of completion will not be established until this is done. The material sites and all ground the Contractor occupied to do the work shall be left neat and presentable. The Contractor shall:

1. Remove all rubbish, surplus materials, discarded materials, falsework, temporary structures, equipment, and debris, and

2. Deposit in embankments, or remove from the project, all unneeded, oversized rock left from grading, surfacing, or paving.

Partial clean-up shall be done by the Contractor when he feels it is necessary or when, in the opinion of the Owner or Developer, partial clean-up should be done prior to either major clean-up or final inspection.

1-04.12 Waste Site (New Section)

The following new section shall be added to the Standard Specifications:

> Where there is additional waste excavation in excess of that needed for the project and in excess of that needed for compliance with requests of the Owner, the Contractor shall secure and operate his own waste site at his own expense. The Contractor shall also be required to secure and operate his own waste site at his own expense for the disposal of all unsuitable material, asphalt, concrete, debris, waste material, and any other objectionable material which is directed to waste by the Owner.
>
> The Contractor shall comply with the State of Washington's regulations regarding disposal of waste material as outlined in WAC 173-304, Subchapter 461.

1-05 CONTROL OF WORK

1-05.1 Authority of the Engineer

Add the following:

Unless otherwise expressly provided in the Contract Drawings, Specifications and Addenda, the means and methods of construction shall be such as the Contractor may choose; subject, however, to the Consultant and the Engineer's right to reject means and methods proposed by the Contractor which (1) will constitute or create a hazard to the work, or to persons or property; or (2) will not produce finished work in accordance with the terms of the Contract. Approval of the Contractor's means and methods of construction or his failure to exercise his right to reject such means or methods shall not relieve the Contractor of the obligation to accomplish the result intended by the Contract; nor shall the exercise of such right to reject create a cause for action for damages.

1-05.3(1) Project Record Drawings (New Section)

The following new section shall be added to the Standard Specifications:

The Contractor shall maintain a neatly marked, full-size set of record drawings showing the final location and layout of all new construction. Drawings shall be kept current weekly, with all field instruction, change orders, and construction adjustment.

Drawings shall be subject to the inspection of the Developer and the City at all times. Prior to acceptance of the work, the Contractor shall deliver to the Developer record drawings in accordance with paragraph 9 of Chapter 1 - General.

1-05.5 Construction Staking (New Section)

The following new section shall be added to the Standard Specifications:

The Consultant retained by the developer will establish the line and grade of proposed construction by offset stakes. The Consultant will establish the centerline for minor structures and establish bench marks at convenient locations for use by the Contractor.

The Contractor shall establish grades from the Consultant's stakes at suitable intervals in accordance with good practice. Where new construction adjoins existing construction, the Contractor shall make such adjustments in grade as are necessary.

1-05.10 Guarantees (APWA only)

The following new section shall be added to the APWA Supplement:

If, within two years after the date of Final Acceptance of the Work, defective and unauthorized work is discovered, the Contractor shall promptly, upon written request, return and in accordance with the instructions either correct such work, or if such work has been rejected, remove it from the Project Site and replace it with non-defective and authorized work, all without cost to the Owner or Developer. If the Contractor does not promptly comply with the written request to correct defective and unauthorized work, or if an emergency exists, the Owner/Developer reserves the right to have defective and unauthorized work corrected or rejected, removed, and replaced pursuant to the provisions of Section 1-05.8 of these Specifications.

The Contractor agrees the above two-year limitation shall not exclude nor diminish any rights under any law to obtain damages and recover costs resulting from defective and unauthorized work discovered after two years.

1-05.16 Water and Power (APWA only)

Water shall be furnished and applied in accordance with the provisions of Sections 1-05.16 of the APWA Amendments to Division One and 2-07 of the Standard Specifications modified as follows:

Water Supply: Water for use on the projects may be obtained/purchased from the City of Cle Elum and the Contractor shall arrange for and convey the water from the nearest convenient hydrant or other source at his own expense. The hydrants shall be used in accordance with the City of Cle Elum Water Department regulations.

The City reserves the right to deny the use of fire hydrants where deemed inappropriate by the City.

1-05.18 Testing (New Section)

The following new section shall be added to the Standard Specifications:

The Contractor shall be responsible for scheduling and paying for all material testing required by these Contract Documents. All testing services shall be performed by an independent, certified testing firm and/or laboratory meeting the approval of the Engineer. The Contractor shall submit information relating to the qualifications of the proposed testing firm to the Engineer for review and approval prior to the preconstruction conference. The testing frequencies listed below may be increased to assure compliance with the Specifications.

Trench Backfill

Copies of moisture-density curves for each type of material encountered and copies of all test results shall be provided to the Engineer as construction progresses.

Compaction tests shall be taken at a frequency and at depths sufficient to document that the required density has been achieved. At a minimum, one (1) compaction test shall be taken for each 100 linear feet of mainline pipeline trench and one (1) test for each street crossing. At alternating 100-foot locations along the main trench line, tests shall be taken at 1-foot, 2-foot, and 3-foot depths below finish grade.

The Engineer may request additional tests be performed at the Contractor's expense, if test results do not meet the required trench backfill densities.

All trenches shall be backfilled and compacted to at least 95 percent of maximum density as determined by ASTM D 698 (Standard Proctor).

Roadway Embankment

Copies of the moisture density curves for each type of material encountered and copies of all test results shall be provided to the Engineer as construction progresses.

Compaction tests shall be taken at a frequency sufficient to document that the required density has been achieved. At a minimum, one (1) compaction test shall be taken for every 5,000 square feet of surface area for each lift of roadway embankment.

The Engineer may request additional tests be performed at the Contractor's expense, if test results do not meet the required subgrade densities.

Roadway embankment compaction shall be as specified in SECTION 2-03.3(14).

Roadway Subgrade

Copies of the moisture density curves for each type of material encountered and copies of all test results shall be provided to the Engineer as construction progresses.

Compaction tests shall be taken at a frequency sufficient to document that the required density has been achieved. At a minimum, one (1) compaction test shall be taken for every 5,000 square feet of subgrade.

The Engineer may request additional tests be performed at the Contractor's expense, if test results do not meet the required subgrade densities. Subgrade compaction shall be as specified for Roadway Embankment.

Ballast and Crushed Surfacing

Copies of the moisture density curves for each type of material incorporated into the project and copies of all test results shall be provided to the Engineer as construction progresses.

Compaction tests shall be taken at a frequency sufficient to document that the required density has been achieved. At a minimum, one (1) compaction test shall be taken for every 5,000 square feet of surface area for each lift of ballast or crushed surfacing.

The Engineer may request additional tests be performed at the Contractor's expense, if test results do not meet the required subgrade densities.

Compaction of ballast and crushed surfacing shall be as specified in SECTION 4-04.3(5).

Asphalt Paving

Copies of the maximum Rice density test for each class of asphalt concrete pavement and copies of all test results shall be provided to the Engineer as construction progresses.

Density tests shall be taken at a frequency sufficient to document that the required density has been achieved. At a minimum, one (1) compaction test shall be taken for every 5,000 square feet of surface area for each lift of asphalt concrete pavement.

The Engineer may request additional tests be performed at the Contractor's expense, if test results do not meet the required subgrade densities.

Compaction of asphalt concrete pavement shall be as specified in SECTION 5-04.3(10)B.

Cement Concrete Curb, Gutter, and Sidewalk

A copy of the cement concrete design mix or certification from the concrete supplier that the concrete provided has been prepared to the strength requirement as specified elsewhere in these specifications.

Concrete strength cylinders shall be taken and tested for each truck load of concrete delivered to the job. All testing procedures shall be conducted in accordance with applicable Sections of Division 6-02 of the Standard Specifications.

Copies of all test results shall be provided to the Engineer as construction progresses.

1-07 LEGAL RELATION AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

Amend the second sentence of the first paragraph to read:

The Contractor shall indemnify and save harmless the City (any agents, officers, employees, and representatives) against any claims that may arise because the Contractor (or any employee of the Contractor or subcontractor or materialman) violated a legal requirement.

1-07.5 Fish and Wildlife and Ecology Regulations

In addition to the requirements of Section 1-07.5 of the APWA Amendments to Division One, the Contractor shall comply with the environmental provisions of the Department of Ecology.

A method of dust control during construction shall be submitted to, and approved by, the Department of Ecology. A written copy of their approval shall be submitted to the Public Works Department prior to commencement of construction. The Developer shall designate a project

coordinator for contact during construction regarding alleged air quality violations and other complaints.

1-07.17 Utilities and Similar Facilities

Section 1-07.17 of the APWA Amendments to Division One is supplemented by the following:

Locations and dimensions shown on the plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification. It shall be the Contractor's responsibility to investigate the presence and location of all utilities prior to submitting a bid.

The Contractor shall call for field location not less than two nor more than ten business days before the scheduled date for commencement of excavation which may affect underground utility facilities, unless otherwise agreed upon by the parties involved. A business day is defined as any day other than Saturday, Sunday, or a legal local, state, or federal holiday. The phone number for Cle Elum is 1-800-553-4344. If no one-number locator service is available, notice shall be provided individually by the Contractor to those owners known to or suspected of having underground facilities within the area of proposed excavation.

The Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating to underground utilities. Any cost to the Contractor incurred as a result of this law shall be at the Contractor's expense.

No excavation shall begin until all known facilities, in the vicinity of the excavation area, have been located and marked.

1-07.18 Public Liability and Property Damage Insurance

The Contractor shall obtain and maintain in full force and effect during the duration of this Contract public liability and property damage insurance in accordance with Section 1-07.18 of the APWA Amendments to Division One and as modified herein.

Prior to start of construction, the Contractor shall furnish the Owner a Certificate of Insurance and the additional insured endorsements as evidence of compliance with these requirements. This certificate shall name **the City of Cle Elum, its employees, agents, elected and appointed officials, engineering consultant, and all subcontractors** as "additional insureds" and shall stipulate that the policies named thereon cannot be canceled unless at least forty-five (45) days written notice has been given to the Owner. The certificate shall not contain the following or similar wording regarding cancellation notification: **"Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives."**

1-07.23 Public Convenience and Safety

The provisions of the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways and amendments thereto published by the U.S. Department of Transportation, Federal Highway Administration, by this reference are made a part of these Contract Documents.

The provisions of Section 1-07.23 of the Standard Specifications are modified as follows:

All signs, barricades, traffic control devices, and labor for traffic control required by construction activities for the control of traffic shall be supplied, placed, and maintained by the Contractor. This shall apply to detours and traffic control both within and outside the limits of the project. All costs for furnishing, placing, and maintaining the referenced traffic control devices and labor for traffic control shall be considered incidental to the bid items of the Contract.

All work shall be done under a program which shall have the approval of the Consultant and the City of Cle Elum and create a minimum of interruption or inconvenience to pedestrian and vehicular traffic. All arrangements to care for such traffic will be the Contractor's responsibility and shall be made at his expense. All work shall be carried out with due regard for public safety. Open trenches shall be provided with proper barricades and at night they shall be distinctly indicated by adequately placed lights. At entrances to business properties and other private roads, driveways, bridges, or other such means as to provide access shall be provided by the Contractor. The Contractor shall maintain vehicular and pedestrian access to businesses at all times that businesses are open for business.

Upon failure of the Contractor to provide immediately and maintain adequate suitable barricades, lights and detour signs, when ordered to do so, the Owner shall be at liberty, without further notice to the Contractor or the Surety, to provide the same and request payment for providing proper barricades, lights, and signs, and the Owner assumes no liability connected therewith.

Any traffic restriction must have prior approval of the City of Cle Elum. Appropriate traffic control measures and signing are required during such temporary road closures.

It shall be the responsibility of the Contractor to secure the approval of and notify the Developer, City of Cle Elum, and the Police and Fire Departments at least 24 hours prior to closing any street, in addition to correlating the proposed closures with the City of Cle Elum to ensure proper detouring of traffic. When the street is re-opened, it shall again be the responsibility of the Contractor to notify the above named departments and persons.

1-07.28 Safety Standards (New Section)

The following new section shall be added to the Standard Specifications:

All work shall be performed in accordance with all applicable local, state, and federal health and safety codes, standards, regulations, and/or accepted industry standards. It shall be the responsibility of the Contractor to ensure that his work force and the public are adequately protected against any hazards.

The Owner or Developer shall have the authority at all times to issue a stop work order at no penalty if, in their opinion, working conditions present an undue hazard to the public, property, or the work force. Such authority shall not, however, relieve the Contractor of responsibility for the maintenance of safe working conditions or assess any responsibility to the Owner or Developer for the identification of any or all unsafe conditions.

1-07.29 Notifying Property Owners (New Section)

The following new section shall be added to the Standard Specifications:

When construction activities will affect ingress and egress to a property along the project alignment, the Contractor shall be responsible for notifying the occupant/occupants of the property 24 hours prior to the construction activity beginning. If personal contact with the occupant is not possible, the Contractor shall leave written notification.

1-08 PROSECUTION AND PROGRESS

1-08.3 Progress Schedule

The provisions of SECTION 1-08.3 of the Standard Specifications, Division One shall be supplemented with the following:

Prior to the commencement of any work, a preconstruction conference shall be held. The Contractor or Developer shall contact the City of Cle Elum and set a date and time for the meeting. It shall be the responsibility of the Contractor and Engineer to notify and invite all parties having an interest in the project to the meeting.

At this conference all points of the Plans and Specifications will be open to discussion including scope, order and coordination of work, equipment lead time required, means and methods of construction, inspection and reporting procedures, etc. The Contractor should satisfy himself that all provisions and intentions of the work are fully understood.

The Contractor shall prepare and submit to the Owner and Engineer at the Preconstruction Conference a Construction Progress and Completion Schedule using a bar graph format. Items in the Schedule shall be arranged in the order and sequence in which they will be performed. The schedule shall be drawn to a time scale, shown along the base of the diagram, using an appropriate measurement per day with weekends and holidays indicated. The Construction Progress Schedule shall be continuously updated and, if necessary, redrawn upon the first working day of each month or upon issuance of any Change Order which substantially affects the scheduling. Copies (2 prints or 1 reproducible) of newly updated Schedules shall be forwarded to the Owner and Engineer, as directed, immediately upon preparation.

1-08.3(1) Means and Methods (New Section)

The following new section shall be added to the Standard Specifications:

Unless otherwise expressly provided in the Contract Drawings, Specifications and Addenda, the means and methods of construction shall be such as the Contractor may choose; subject, however, to the Consultant's or Engineer's right to reject means and methods proposed by the Contractor which (1) will constitute or create a hazard to the work, or to persons or property; or (2) will not produce finished work in accordance with the terms of the Contract. The Consultant's or Engineer's approval of the Contractor's means and methods of construction or his failure to exercise his right to reject such means or methods

shall not relieve the Contractor of the obligation to accomplish the result intended by the Contract; nor shall the exercise of such right to reject create a cause for action for damages.

1-08.3(2) Contractor Responsibility (New Section)

The following new section shall be added to the Standard Specifications:

> The Contractor is responsible for constructing and completing all work included in the Contract Documents and any other work directed by the Developer in a professional manner with first-class workmanship.

The Contractor shall keep the City of Cle Elum, the Developer, and the Consultant informed in writing of the address to which official correspondence is to be directed, the address and phone number of the person in charge of his field personnel, and the address and telephone number of the Contractor's representative who will be responsible and available outside of normal working hours for emergency repairs and the maintenance of traffic control and safety devices.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2(2) TRAFFIC CONTROL PLANS

Delete the entire section and replace with the following:

> The Contractor shall prepare a signing plan showing the necessary Class A construction signing and barricades required for the project and submit it to the Engineer for review no later than the preconstruction conference date. When the Class B signing for a particular area will be provided as detailed on one or more of the figures included in the MUTCD without modification, the Contractor may reference the applicable MUTCD figure at the appropriate location on the Plan. When this procedure is used, variable distances such as minimum length of taper must be specified by the Contractor.
>
> The signing plan prepared by the Contractor shall provide for adequate warning within the limits of the project and on all streets, alleys, and driveways entering the project so that approaching traffic may turn left or right onto existing undisturbed streets before reaching the project.

1-10.3 FLAGGING, SIGNS, AND ALL OTHER TRAFFIC CONTROL DEVICES

1-10.3(3) CONSTRUCTION SIGNS

The first sentence of the first paragraph is revised to read:

> All signs, barricades, flashers, cones, traffic safety drums, and other traffic control devices required by the approved traffic control plan(s), as well as any other appropriate signs prescribed by the City or County, shall be furnished by the Contractor.

The last two sentences of the first paragraph are deleted.

The third paragraph is revised as follows:

Delete item 2.

Revise item 3 to read:

Furnishing, initial installation, and subsequent removal of both Class A and B construction signs; and

CHAPTER 5 - WATER SYSTEM IMPROVEMENTS

GENERAL REQUIREMENTS FOR WATER MAINS

All extensions to the City of Cle Elum's domestic water system shall conform to the design standards of the City of Cle Elum and the State Department of Health as follows:

All new lots and developments shall be served by a public water supply line maintained by the City of Cle Elum and located adjacent to the lot or development site. The water supply line shall be capable of providing sufficient flow and pressure to satisfy the fire flow and domestic service requirements of the proposed lots and development requirements.

Water lines shall be extended by the Owner or Developer to the point where the adjoining property owner's responsibility for further extension begins. This typically requires an extension across the entire frontage of the property to the property line of the adjoining owner. In some cases, it will require dedication of an easement and a line extension across the property or extension across two or more sides of the developing property. Extensions will be consistent with and implement the City's adopted Water Comprehensive Plan.

All new public domestic water mains shall be a minimum diameter of 8-inch. Fire hydrant runs less than 50 feet from the water main to the fire hydrant shall be a minimum of 6-inch.

Larger public water mains may be required depending upon fire flow requirements as determined by the City Fire Chief and City Building Code Department.

Water main oversizing, above that required for the particular development being submitted, may be required by the City of Cle Elum to be installed for future extension. The cost of the materials only for the oversizing shall be reimbursed to the Developer by the City. The Developer shall submit actual material invoices showing the actual cost of the materials furnished and the cost of the same materials of the size required for the development.

The Developer shall be responsible for pressure reducing valve stations in areas of excessive pressure.

Eight-inch dead-end water main over 1,500 feet in length will only be allowed where future looping via public right of way can be assured. Dead-end mains exceeding 1,500 feet in length will be at least 10-inch diameter pipe where looping is not practical or is unlikely to occur in the future.

Maximum valve spacing in public water mains will be 1,200 linear feet. Valves will be furnished and installed on all legs of new water main intersections.

All new water meters shall be a minimum of 3/4-inch and shall be furnished and installed by the City of Cle Elum. If more than 10 meters are required, they shall be furnished and installed by the Developer to City of Cle Elum standards.

Only one meter shall be served from each main tap.

Minimum two-inch air and vacuum release valves shall be furnished and installed at high points in the system.

Fire hydrants shall be spaced no greater than every 300 feet. Additional hydrants may be required to protect structures as determined by the City Fire Chief. Additional fire hydrants required on a site may require a looped, on-site fire hydrant main. Easements will be provided for all on-site, public, looped water mains.

All irrigation services shall be installed with a State approved, double check valve assembly. Water and sewer mains shall be separated in accordance with Section C1-9.1 of the latest edition of the Criteria for Sewage Works Design by the Washington State Department of Ecology.

The design of water mains and appurtenances is subject to review and approval by the City of Cle Elum Director of Public Works. The Director of Public Works may, at his discretion, adjust these Standards as necessary to facilitate installation of water lines and appurtenances for the health, safety, and protection of the general public.

All double detector check valve assemblies shall conform to City of Cle Elum standards. Initial and annual testing will be required.

SPECIAL PROVISIONS FOR WATER MAINS

The following sections of the Standard Specifications have been amended or supplemented as described below.

7-09 PIPE AND FITTINGS FOR WATER MAINS

7-09.2 Materials

Section 7-09.2 of the Standard Specifications shall be revised as follows:

Pipe shall be either:

Ductile Iron, conforming to the requirements of Section 9-30.1(1) of the Standard Specifications, except that it shall be Standard Thickness Class 50. Joints shall be rubber gasket, push-on type (Tyton Joint). Fittings shall be mechanical joint or flanged, as shown on the Plans, and shall conform to Section 9-30.2(1) of the Standard Specifications.

Polyvinyl Chloride (PVC) Water Main Pipes: PVC pipe (4-inch and larger) shall conform with the requirements of SECTION 9-30.1(5) of the Standard Specifications. PVC Pipe (over 12-inch) shall conform with the requirements of AWWA C 905 DR 25. Joints shall be rubber gasket push-on type with thickened bell. Fittings shall be mechanical joint and/or flanged in accordance with the Plans and SECTION 9-30.2(1) of the Standard Specifications.

Connection Couplings: Couplings for DI pipe, either transition or straight couplings, shall be compression type flexible couplings conforming to SECTION 9-30.2(7) of the Standard Specifications.

7-10 TRENCH EXCAVATION, BEDDING, AND BACKFILL FOR WATER MAINS

7-10.1(1)C Bedding

Add the following:

Imported pipe bedding for rigid pipe shall be crushed gravel, placed and compacted in layers per the Standard Specifications. Use imported pipe bedding as directed by the Engineer. Native material may be used for bedding rigid pipe if it meets the requirements of Section 9-03.15.

Imported pipe bedding for flexible pipe shall be crushed gravel, placed and compacted per the Standard Specifications. Bedding shall be placed under all flexible pipe.

7-10.2 Materials

Delete entire Section and replace with the following:

Imported Pipe Bedding shall conform to the requirements of Section 9-03.9(3), Crushed Surfacing Base Course.

Imported Select Backfill shall conform to the requirements of Section 9-03.9(3), Crushed Surfacing Top Course.

7-10.3(10) Backfilling Trenches

Add the following:

Street crossing trenches shall be backfilled for the full depth of the trench with imported Select Backfill. The Director of Public Works may require the use of Controlled Density Fill (CDF) for trench backfill in certain circumstances. The requirements for CDF are set forth in Section 8-30 of these Special Provisions.

7-10.3(12) LOCATING WIRE

A continuous solid copper locating wire shall be placed along the top of all water pipe. This wire shall be secured to the top of the pipe at maximum 10-foot intervals using 6-inch strips of 2-inch wide duct tape. All splices shall be tied, electrically continuous, and made waterproof. Access to terminal ends of the locating wire shall be made at all valve boxes, meter boxes, fire hydrants, vaults, etc. The result of this installation shall be a continuous wire circuit electrically isolated from ground. The Contractor shall be responsible for testing continuity and for testing isolation from ground in the wire after all work has been completed on the test section. The Contractor is advised to do intermediate testing on his own after backfilling operations and prior to surface restoration work to be sure continuity is maintained. If there is a break or defect in the wire, it shall be the

Contractor's responsibility to locate and repair the defect. The continuity of the location wire shall be tested from one test load point to the next by use of a temporary wire laid between test points in-line with an ohmmeter. Resistance shall be measured with an approved ohmmeter that has been properly calibrated. The continuity of a test section will be accepted if the resistance of the test section does not exceed 5 ohms per 500 feet of location wire being tested. Isolation from ground shall be measured with a megohmmeter and shall be a minimum of 20 megohms for any section of location wire tested. The Engineer shall witness the acceptance test. The wire and installation shall be included in the water main bid price. No separate payment shall be made.

7-12 VALVES FOR WATER MAINS

7-12.2 Materials

Add the following:

Gate Valves: All valves size 4-inch through 8-inch shall be resilient seated gate valves conforming to the latest AWWA Standard C 509. Valves shall be Mueller, Dresser, Clow, or equal.

All gate valves 4-inch and larger shall have mechanical joint and/or flanged connections as shown on the Plans, non-rising stems, open counterclockwise, and shall be provided with a 2-inch square operating nut. Stuffing box shall be O-ring type.

Valves smaller than 4-inch shall have screw type end connections and be non-rising stem, screwed bonnet, solid wedge disc type having a minimum working pressure of 200 psi. Valves shall be Crane 438, Stockham 103, or equal.

Butterfly Valves: All valves sizes 10-inch and larger shall be butterfly valves suitable for direct burial and shall conform to the latest AWWA Standard C 504.

Valves shall have mechanical joint and/or flanged connections as shown on the Plans and shall be of the same size as the line on which they are located. Valve shafts shall be a one-piece unit extending full size through the valve disc and valve bearings, with minimum shaft diameter as specified in AWWA C 504 Class 150B. Valve operators shall be worm gear type, sealed, gasketed, and lubricated for underground service. All valves shall open counter-clockwise and shall be provided with a 2-inch operating nut, unless otherwise specified.

Valve Boxes shall be two piece adjustable. The top section shall be similar to Rich Model 940-B, or equal, 18-inches high. The bottom section shall be a Rich Model R-36, or equal, 36-inches high. Extension sections shall be Rich Model 044, or equal, 12-inches high.

7-14 FIRE HYDRANTS

7-14.2 Materials

Replace the entire Section with the following:

The City of Cle Elum accepts hydrants of the following manufacturer, providing the hydrants conform to the City's technical specifications for fire hydrants:

Mueller Centurion, Model No. A 423

All hydrants shall have a Main Valve Opening (MVO) of 5-1/4", one port with a 4" Cle Elum specification steamer port with Storz adaptor coupling, and two (2) 2-½" NST hose connections.

Hydrants shall be painted with two coats of high visibility yellow paint.

7-14.3(1) Setting Hydrants

Add the following:

The hydrant shall be set to the correct elevation on a concrete block base measuring 12" x 12" x 6" thick, which has been placed on undisturbed earth. Around the base of the hydrant the Contractor shall place 0.25 cubic yards of drain rock ranging in size from 3/4" to 1½" to allow free drainage of the hydrant.

7-14.3(2) Hydrant Connections

Add the following:

Hydrants shall be connected to the main with 6-inch minimum diameter water main. Each hydrant lateral shall include an auxiliary gate valve and valve box.

7-14.3(2)A Hydrant Restraint

Add the following:

The Contractor shall securely shackle the hydrant to the water main as indicated on the Standard Detail.

7-15 SERVICE CONNECTIONS

7-15.1 General

This work shall consist of installing new water services and connecting to the water main. New water service shall be installed in accordance with the detail on the Plans and shall consist of a new service saddle, new corporation stop, new service line, new compression couplings as required, new meter box, new meter setter, and new service meter.

The Contractor shall set the meter box to the finished grade of the area. The Contractor will be required to reset the meter box if it is not at finished grade at the completion of the project. The completed water service shall be tested at system operating pressure by the Contractor and must show no signs of leakage.

7-15.2 Materials

Section 7-15.2 of the Standard Specifications shall be revised as follows:

Service Saddle: Service saddles shall be Romac Industries Style 101N Nylon Saddle with Stainless Steel Strap, or approved equal.

Corp Stop: Corporation stops shall be Mueller Co. Mark II Oriseal, or approved equal.

Service Pipe: Service pipe for use on this project shall be copper tubing Type K in accordance with Section 9-30.6(3)A of the Standard Specifications.

Meter: Meters will be furnished by the City of Cle Elum (Sensus "Touch Read"). The water service connection fee, including the cost of the water meter, shall be paid by the Developer or property owner at the time of service hookup.

5/8" x 3/4" Meter Installations: Meter boxes shall be Mueller/McCullough Thermal-Coil meter boxes, and shall be equipped as follows:

Box Style	-	Single meter
Box Diameter	-	15-inch diameter
Box Depth	-	48-inch depth
Meter Inlet Type	-	Locking angle meter stop
Meter Outlet Type	-	Dual check valve
Box Bottom Type	-	Less bottom. No bottom required.
Box Locking Device	-	Side locking
Insulating Pat	-	4-inch thick
Lid	-	15-inch diameter flat lid with side mounted key lock and ready for "touch read" meter register feature
Lid Frame	-	Lid frames (part number 700097) are to be furnished and installed by the Contractor in all installations in asphalt concrete, cement concrete, driveways, and/or concrete pavers.

1" Meter Installations: Meter boxes shall be Mueller/McCullough Thermal-Coil meter boxes, and shall be equipped as follows:

Box Style	-	Single meter
Box Diameter	-	18-inch diameter
Box Depth	-	48-inch depth
Meter Inlet Type	-	Locking angle meter stop
Meter Outlet Type	-	Dual check valve
Box Bottom Type	-	Less bottom. No bottom required.
Box Locking Device	-	Side locking
Insulating Pat	-	4-inch thick
Lid	-	18-inch diameter flat lid with side mounted key lock and ready for "touch read" meter register feature
Lid Frame	-	Lid frames (part number 700098) are to be furnished and installed by the Contractor in all installations in

asphalt concrete, cement concrete, driveways, and/or concrete pavers.

1-1/2-Inch and 2" Meter Installations: Meter vaults shall be Mueller/McCullough EZ-Vault meter setters, or approved equal, and shall be equipped as follows:

EZ-Vault	-	1-1/2", code number 500
	-	2", code number 550
Box Style	-	Single Meter
Box Diameter	-	1-1/2" - 24-inch diameter
	-	2" - 27-inch diameter
Box Depth	-	48-inch depth
Meter Inlet Type	-	Flanged locking angle meter stop
Meter Outlet Type	-	Flanged dual check Valve
Box Bottom Type	-	Less bottom. No bottom required
Box Locking Device	-	Side locking
Insulating Pad	-	4-inch thick
Lid	-	18-inch diameter flat lid with side mounted key lock and ready for "touch read" meter register feature
Lid Frame	-	Lid frames (part number 700098) are to be furnished and installed on all 1-1/2" and 2" meter installations.

7-15.3 Construction Requirements

Section 7-15.3 of the Standard Specifications shall be modified as follows:

Where directed by the Engineer, i.e., street crossing, trenches shall be backfilled for the full depth of the trench with imported select backfill.

The City will inspect service installation work. The City inspector will inspect the water service pipe after the pipe has been laid in the trench, but prior to backfill. A leak test will be required to be run in the presence of the inspector. Provide 48 hours minimum notice prior to any required inspections.

Water and sewer service lines may not be laid in the same trench except as provided in Section 1008 of the Uniform Plumbing Code (UPC) and with written approval of the City of Cle Elum Building Inspector.

Water services shall be laid with a minimum of 48 inches of cover, or as directed by the Public Works Director.

CHAPTER 6 - SANITARY SEWER SYSTEM IMPROVEMENTS

GENERAL REQUIREMENTS FOR SANITARY SEWER MAINS

All extensions to the sewer system shall conform to the design standards of the City of Cle Elum and the Washington State Department of Ecology as follows:

All new lots and developments shall be served by a public sanitary sewer line adjacent to the lot or development site.

Sewer lines shall be extended by the Owner or Developer to the point where the adjoining property owner's responsibility for further extension begins. This typically requires an extension across the entire frontage of the property to the property line of the adjoining owner. In some cases, it will require dedication of an easement and a line extension across the property or extension across two or more side of the developing property. Extensions will be consistent with and implement the City's adopted Sewer Comprehensive Plan.

Sewer lines shall be located in streets to serve abutting properties. When necessary, sewer lines may be located within public easements. Lines located in streets will be offset from the street centerline and not located within a vehicle wheel path. Sewer lines located in easements shall generally be located in the center of the easement, but may, with the approval of the Director of Public Works, be offset to accommodate the installation of other utilities or to satisfy special circumstances.

The minimum size for public sewer mains is eight (8) inches in diameter. The developer's sewer system must provide capacity for the proposed development, but must also provide capacity for future extensions.

Sewer lines shall be terminated with a manhole. In special circumstances, a flush-end (clean-out) may be installed on the end of a sewer main extension, provided the end is no further than 150 feet from the last manhole and the sewer main line and grade will permit further extension.

Manholes shall be installed at intervals of no greater than 400 feet and at all vertical and horizontal angle points in the sewer main.

Each building containing sanitary sewer facilities shall be served by a separate private side sewer line. Branched side sewers serving multiple buildings and properties shall not be permitted. Side sewers serving multi-unit buildings are permitted.

Side sewers shall be installed in accordance with the Uniform Plumbing Code (UPC) and subject to review and approval by the City of Cle Elum Building Inspector. Water and sewer lines shall not be laid in the same trench, except as provided in Section 1008 of the UPC and with written approval of the City of Cle Elum Building Inspector.

Sewer lines shall be designed for gravity flow operation. Lift stations and force mains shall be limited to those locations and circumstances where they are consistent with the Comprehensive Sewer Plan and are the only viable solution to serve the proposed

development and other properties in the vicinity. Lift stations and force mains shall be designed by a Professional Engineer licensed in the State of Washington.

The design of sewer mains and appurtenances is subject to review and approval by the City of Cle Elum Director of Public Works. The Director of Public Works may, at his discretion, adjust these Standards as necessary to facilitate installation of sewer lines and appurtenances for the health, safety, and protection of the general public.

SPECIAL PROVISIONS FOR SANITARY SEWER MAINS

The following sections of the Standard Specifications have been amended or supplemented as described below.

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

7-05.2 Materials

Add the following:

Manholes shall be gasketed and constructed of minimum 48-inch diameter reinforced precast concrete manholes sections in conformance with the requirements of this Section. The base and first barrel section shall be precast monolithically with preformed channels.

Joints in the manhole sections shall be watertight and shall be a rubber ring compression joint complying with ASTM C443, a flexible, plastic gasket, or approved equal.

Manhole frames and covers shall be cast iron with a combined weight of not less than 400 pounds and have a clear opening of 24 inches. The frames and covers shall be the manufacturer's stock pattern capable of withstanding, with appropriate margin of safety, an H20 loading. Covers shall have a 1-inch hole only, unless otherwise noted, and the top shall be flat with a non-skid pattern. The contact surfaces of the frames and covers shall be machine finished to a common plane or have other adequate provision to prevent rocking.

7-05.3 Construction Requirements

Add the following

The design and construction of all manholes shall provide for a minimum 0.10 foot vertical drop through the manhole

Manhole coupling adaptors may be precast in the manhole to accept PVC pipe, provided diameters match. No field grouting of pipe into manholes will be allowed. Pipe connections at manholes must be gasketed and must be flexible. "A-Lok" gasket system or approved equal may be used as an alternate to the manhole coupling adapter.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.1 General

Add the following:

All construction work shall be inspected by the City of Cle Elum prior to backfilling. At least 48 hours notice shall be given to the City Public Works Department prior to backfilling.

The Contractor shall notify the Utility Notification Center (One Call Center) at least 48 hours prior to start of excavation so that underground utilities may be marked. Telephone number is 1-800-553-4344.

7-08.3(1)C Bedding the Pipe

Add the following:

The imported pipe bedding to be utilized for the trench backfill shall be crushed gravel, placed and compacted in layers as designated by the Director of Public Works. Crushed gravel shall conform to Section 9-03.9(3) Crushed Surfacing Top Course.

7-08.3(2)B Pipe Laying - General

Add the following:

All sewer pipe shall be provided with 6-inch wide magnetic marking tape as detailed in Standard Detail S-1.

7-08.3(3) Backfilling

Add the following:

Street crossing trenches shall be backfilled for the full depth of the trench with imported crushed gravel select backfill conforming to Section 9-03.9(3) Crushed Surfacing Base Course. The Director of Public Works may require the use of Controlled Density Fill (CDF) for trench backfill in certain circumstances. The requirements for CDF are set forth in Section 8-30 of these Special Provisions.

Water settling and/or mechanical compaction shall be required for all trenches. The density of the compacted materials shall be at least 95% of the maximum density as determined by ASTM D 698 Test (Standard Proctor).

7-17 SANITARY SEWERS

7-17.2 Materials

Sanitary Sewer Pipe approved for the City of Cle Elum shall be:

PVC Sewer Pipe (Gravity): Polyvinyl Chloride Pipe with flexible gasketed joints shall conform with the requirements of Section 9-05.12 of the Standard Specifications (ASTM D3034, SDR 35). Pipe joint type for restrained gasket.

PVC fittings for PVC sewer pipe such as tees, wyes, elbows, plugs, caps, etc, shall be flexible gasket joint fittings acceptable for use and connection to PVC sewer pipe.

7-18 SIDE SEWERS

7-18.1 General

Add the following:

Side sewers shall be constructed with a minimum of 30 inches of cover. This provision may be waived by the Director of Public Works under special circumstances; however, under no circumstances shall the side sewer be laid with less than 18 inches of cover.

7-18.2 Materials

Add the following:

Side sewers shall be a minimum of 4-inches in diameter. Larger sizes, if required, will be approved by the Director of Public Works on a case by case basis.

CHAPTER 7 - STREET IMPROVEMENTS

GENERAL REQUIREMENTS FOR STREETS

All new street construction must conform to these design standards of the City of Cle Elum and the Cle Elum Municipal Code.

No cul-de-sac streets shall be allowed.

Cement concrete barrier curb shall be installed along all new streets. Rolled curb may be permitted along certain residential streets as determined by the City Public Works Director. If rolled curb is allowed, barrier curb must be installed around all new radii. New sidewalks behind rolled curb shall be a minimum of 6 inches thick.

Sidewalks shall be constructed on both sides of all new streets. If the Developer believes there are special circumstances whereby the construction of sidewalk on one side should be deferred, he may make written request to the City Public Works Director.

New street lighting shall be designed to provide required levels of lighting based upon street classification and location as determined by the City of Cle Elum. At a minimum, a street light shall be installed at each street intersection, at mid block, no more than three hundred (300) feet apart, and at ends of cul-de-sacs. Street lights shall meet the design and placement requirements of these Standards and the City Public Works Director. All electrical panels will be designed to City of Cle Elum standards.

Traffic Studies

In order to provide sufficient information to assess a development's impact on the transportation system and level of service, the Director of Public Works may require a traffic study to be completed by the Developer at the Developer's expense. This decision will be based upon the size of the proposed development, existing roadway condition, traffic volumes, accident history, expressed community concern, and other factors relating to transportation.

Traffic studies shall be conducted under the direction of a traffic engineer or civil engineer licensed in the State of Washington and possessing special training and experience in traffic engineering.

The level of detail and scope of the traffic study may vary with the size, complexity, and location of the proposed development. A traffic study shall, at a minimum, be a thorough review of the immediate and long-range effects of the proposed development on the City's transportation system. Guidelines for the traffic study shall be reviewed by the Director of Public Works on a project basis.

SPECIAL PROVISIONS FOR STREETS

The following sections of the Standard Specifications have been amended or supplemented as described below.

8-30 CONTROLLED DENSITY FILL (NEW SECTION)

The following new section shall be added to the Standard Specifications:

8-30.1 General

Controlled Density Fill (CDF) may be required for street crossings by the Public Works Director. It shall be a mixture of Portland Cement, fly ash, aggregate, water, and admixtures proportioned to provide a non-segregating, self-consolidating, free-flowing material which will result in a hardened, dense, non-settling fill.

8-30.2 Materials

Materials shall meet the requirements of the following Sections of the Standard Specifications:

Portland Cement (9-01)	Type II
Fly Ash	Class F or C
Aggregates	9-03.1
Water	9-25
Admixtures	9-23.6

8-30.3 Construction Requirements

8-30.3(1) Construction Materials

The CDF shall be a mixture of Portland Cement, fly ash, aggregate, water, and admixtures which has been batched and mixed in accordance with Section 6-02.3 of the Standard Specifications.

The following table provides a guideline for proportioning the Controlled Density Fill for this project. The final mix provided by the Contractor shall result in a material which is excavatable by machine with a maximum unconfined compressive strength of 300 psi.

Water	50 gals per cubic yard
Cement	50 lbs per cubic yard
Fly Ash	250 lbs per cubic yard
Aggregate	3,200 lbs per cubic yard

The above table provides a guideline for the CDF mixture. The weights shown are only an estimate of the amount to be used per cubic yard of CDF. Actual amounts may vary from those shown as approved by the Engineer or approved mix data from similar projects which provided proper strength, workability, consistency, and density.

8-30.3(7) Placing Controlled Density Fill

The floatable CDF shall be placed in the trench area where directed by the Engineer and brought up uniformly to the elevation directed. In the cases where existing concrete slabs have been undermined by excavation, the Contractor shall ensure that the CDF is flowed completely under the slab.

Mixing and placing may be started if weather conditions are favorable, when the temperature is at least 34° F and rising. At the time of placement, CDF must have a temperature of at least 40° F. Mixing and placing shall stop when the temperature is 38° F and falling. Each filling stage shall be as continuous an operation as practicable. CDF shall not be placed on frozen ground.

The trench section to be filled with CDF shall be contained at either end of trench section by bulkhead or earth fill.

CHAPTER 8 - STORM DRAINAGE

GENERAL REQUIREMENTS FOR STORM DRAINAGE IMPROVEMENTS

All City of Cle Elum storm sewer improvements shall conform to the following design standards of the City:

Storm runoff occurring on all new lots and developments (private property) shall be retained and disposed of on-site. No storm runoff will be allowed to enter public property or public storm drainage system.

Storm runoff for new public streets shall be designed and constructed as required to the point where the adjoining property owner's responsibility for further extension begins. This typically requires an extension across the entire frontage of the property to the property line of the adjoining owner.

All storm sewer designs for new public streets shall be based upon an engineering analysis which takes into account total drainage areas, runoff rates, pipe and inlet capacities, and any other factors pertinent to the design

All new storm drainage facilities, public or private, shall be designed by a Professional Engineer licensed in the State of Washington. Complete storm water runoff and drainage facilities sizing calculations shall be submitted to the City of Cle Elum for review and comment.

Storm sewer facilities and pipelines shall be designed to meet a minimum 10-year storm criteria. Small private developments may be designed to accommodate 1-inch of precipitation over the on-site impervious surfaces. Small developments are defined to be 20,000 SF or less of impervious surface area. Impervious surfaces must be clearly noted and shown on the project site plan.

All storm water facilities shall have oil and silt separation.

Inlet spacing shall be designed in accordance with the WSDOT Hydraulics Manual, Chapter 5. Generally, inlet spacing shall not exceed 300 feet. There shall be installed a manhole or Type II catch basin at the intersection of two collector storm sewers. A collector storm sewer is a sewer servicing more than one catch basin.

SPECIAL PROVISIONS FOR STORM SEWERS

The following Sections of the Standard Specifications have been amended or supplemented as described below:

7-02 CULVERTS

7-02.4 Materials

Add the following:

Culvert pipe approved for use on this project shall be as follows:

Corrugated Aluminum Alloy Culvert Pipe meeting the requirements of SECTION 9-05.5 of the Standard Specifications.

OR

Aluminized Corrugated Steel Culvert Pipe meeting the requirements of SECTION 9-05.4 of the Standard Specifications.

7-04 STORM SEWERS

7-04.2 Materials

Add the following:

The storm drain pipe approved for use on this project shall be as follows:

36-INCH AND LARGER PIPE

Corrugated Aluminum Alloy Storm Sewer Pipe: All corrugated aluminum alloy storm sewer pipe shall comply with the requirements specified in SECTION 9-05.11 of the Standard Specifications and shall be 16 gauge with helical corrugations. A protective coating shall not be required.

15-INCH THROUGH 36-INCH PIPE

Corrugated Aluminum Alloy Storm Sewer Pipe: All corrugated aluminum alloy storm sewer pipe shall comply with the requirements specified in SECTION 9-05.11 of the Standard Specifications and shall be 16 gauge with helical corrugations. A protective coating shall not be required. All corrugated metal pipe joints shall be flexible using rubber gasket joints. Gaskets shall be made of 3/8-inch thick by 12-inch minimum width closed cell synthetic sponge rubber, per ASTM D 1056, Grade SCE-43, fabricated in the form of a cylinder with a diameter of approximately 10 percent less than the nominal pipe size. The gasket shall be centered under the band and lapped an equal distance on the ends of the adjoining pipe sections. Coupling bands shall be used and shall conform to the provisions of SECTION 9-05.11(1) of the Standard Specifications. Coupling bands shall be made by the same manufacturer as the pipe and shall be made of the same base material as the pipe which it connects.

PE Pipe: Corrugated High Density Polyethylene (CPEP) pipe, couplings, and fittings shall comply with the requirements of SECTION 9-05.20 of the Standard Specifications.

12-INCH AND SMALLER PIPE

PVC Pipe: Polyvinyl chloride (PVC) pipe shall conform with requirements specified in SECTION 9-05.12 of the Standard Specifications (ASTM D 3034, SDR 35). The pipe joint type shall be restrained gasket.

OR

PE Pipe: Corrugated High Density Polyethylene (CPEP) pipe, couplings, and fittings shall comply with all the requirements of AASHTO M-252-85I. Joints shall be water-tight.

Pipe shall be as manufactured by Hancor, Advanced Drainage Systems, Inc., or approved equal.

The perforated storm drain pipe approved for use shall be as follows:

PE Pipe: Corrugated High Density Polyethylene (CPEP) pipe, couplings, and fittings shall comply with all the requirements of SECTIONS 9-05.1(6) or 9-05.1(7) of the Standard Specifications.

DRAIN ROCK: Drain rock for use as backfill for the perforated storm drain pipe shall be coarse aggregate conforming to the requirements for gravel backfill for drywells as specified in SECTION 9-03.12(5) of the Standard Specifications.

7-04.3(1) Cleaning and Testing

7-04.3(1)A General

No infiltration or exfiltration test will be required for the storm drain pipe.

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

7-05.2 Materials

Section 7-05.2 of the Standard Specifications shall be revised as follows:

Gravel Backfill for Drywells: Gravel backfill for drywells shall be as specified in Section 9-03.12(5) of the Standard Specifications.

Manhole Metal Castings: All cast iron frames and covers shall be as specified in SECTION 9-05.15(1) of the Standard Specifications. All cast iron frames and covers to be used on this project shall be of the type, weight, and size approved by the City of Cle Elum, and shall be furnished by the Contractor. Covers for sanitary sewer shall be stamped "SEWER." Covers for storm drain shall be stamped "STORM."

Precast Concrete Catch Basin: Catch basins shall be constructed as shown on the detail sheet of the Plans.

Catch basins shall be constructed of thirty (30) inch I.D. Washington State standard reinforced concrete culvert pipe using cast iron grating and frames as shown on the Plans.

Catch Basin Metal Castings: All frames and grates shall be capable of withstanding, with a reasonable margin of safety, a concentrated load of 20,000 pounds and shall be as specified in SECTION 9-05.15(2) of the Standard Specifications. The grate shall be ductile iron and "bicycle safe." The contact surfaces of the frame and grate shall be machine finished to a common plane and shall be so cast as to prevent rocking. Frames and grates shall be Inland Foundry Co., Inc., No. 433 Round Base, 20" x 24" or approved equal.

7-05.3(1) Adjusting Manholes and Catch Basins to Grade

Delete and replace with the following:

Manholes and similar structures shall not be adjusted until the pavement is completed, **at which time the center of each structure shall be relocated from references previously established by the Contractor.**

The asphalt concrete pavement shall be cut and removed to a neat circle, the diameter of which shall be equal to the outside diameter of frame plus 2 feet. The frame shall be placed on cement concrete blocks or adjustment rings and wedged up to the desired grade. The base materials shall be removed and Class 3000 cement concrete shall be placed within the entire volume of the excavation up to, but not to exceed, 1½ inches below the finished pavement surface.

On the following day, the concrete, the edges of the asphalt concrete pavement, and the outer edge of the casting shall be painted with hot asphalt cement. Class G asphalt concrete shall then be placed and compacted with hand tampers and a patching roller.

The completed patch shall match the existing paved surface for texture, density, and uniformity of grade. The joint between the patch and the existing pavement shall then be painted with hot asphalt cement or asphalt emulsion and shall be immediately covered with dry paving sand before the asphalt cement solidifies.

7-05.3(2) Abandon Existing Manholes

Replace the entire section with the following:

Where shown on the Plans, existing sanitary sewer manholes shall be abandoned in place after the new sanitary sewer collection system is in place and all side sewers have been transferred to the new sanitary sewer pipeline. The following new section shall be added to the Standard Specifications:

At least the top 3 feet of each manhole, or the top conical section in precast concrete manholes, shall be removed, including the cast iron ring and cover and concrete pad, if any. Debris resulting from breaking of the upper portion of the manhole may be mixed with backfill subject to the approval of the Engineer. Ring and cover will become property of the Contractor and all other surplus material shall be disposed of.

The existing pipe openings shall be plugged watertight with Class 3000 concrete and the manhole bottom slabs shall be broken to promote drainage. The remaining manhole structure shall be backfilled with granular material conforming to SECTION 9-03.9(3) CRUSHED SURFACING BASE COURSE. Place backfill in uniform layers and compact to 95% maximum dry density, as determined by ASTM D 1557 (Modified Proctor).

Excavations resulting from manhole abandonment shall be backfilled with suitable, job-excavated material to top of subgrade. Compact to 95% maximum dry density as determined by ASTM D 698 (Standard Proctor). Restore surface to the condition existing prior to excavation with native material, gravel surfacing, or asphalt concrete pavement as shown for trench repair on the plans.

APPENDIX I

TRANSFER OF OWNERSHIP OF UTILITY SYSTEM
(Individual)

_____, owner(s), do(es) hereby transfer(s), deliver(s) and relinquish(es) to the City of Cle Elum, Washington, all right, title and interest in, and ownership of, the following described utility system:

The undersigned owner(s) agree (s) and understand(s) that this transfer of ownership of the above described Public Facilities to the City of Cle Elum is subject to the conditions of the 2nd paragraph of **Section 1-05.12 Final Acceptance (APWA Only)** of the latest edition of the Standard Specifications for Road, Bridge, and Municipal Construction, Washington State Department of Transportation modified as follows:

> "Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The City shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or material or from recovering damages for any such work or material."

This Transfer of Ownership of Utility System shall be effective only upon the City's final approval and acceptance of the utility system.

_____

_____

STATE OF WASHINGTON
Kittitas County

I certify that I know of have satisfactory evidence that _____ and _____ (is/are) the person(s) who personally appeared before me and that said person(s) acknowledged that (he/she/they) signed this instrument, and acknowledged it to be (his/her/their) free and voluntary act and for the uses and purposes mentioned in the instrument.

Dated: _____

Given under my hand and official seal the day and year last written.

_____
Notary Public in and for the State of Washington

residing at _____

My Commission expires _____

TRANSFER OF OWNERSHIP OF UTILITY SYSTEM
(Corporate)

_____, owner(s), do(es) hereby transfer(s), deliver(s) and relinquish(es) to the City of Cle Elum, Washington, all right, title and interest in, and ownership of, the following described utility system:

The undersigned owner(s) agree (s) and understand(s) that this transfer of ownership of the above described Public Facilities to the City of Cle Elum is subject to the conditions of the 2nd paragraph of **Section 1-05.12 Final Acceptance (APWA Only)**, of the latest edition of the Standard Specifications for Road, Bridge, and Municipal Construction, Washington State Department of Transportation, modified as follows:

> "Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The City shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or material or from recovering damages for any such work or material."

This Transfer of Ownership of Utility System shall be effective only upon the City's final approval and acceptance of the above described Public Facilities.

_____

_____

STATE OF WASHINGTON
Kittitas County

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of _____, to be the free voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

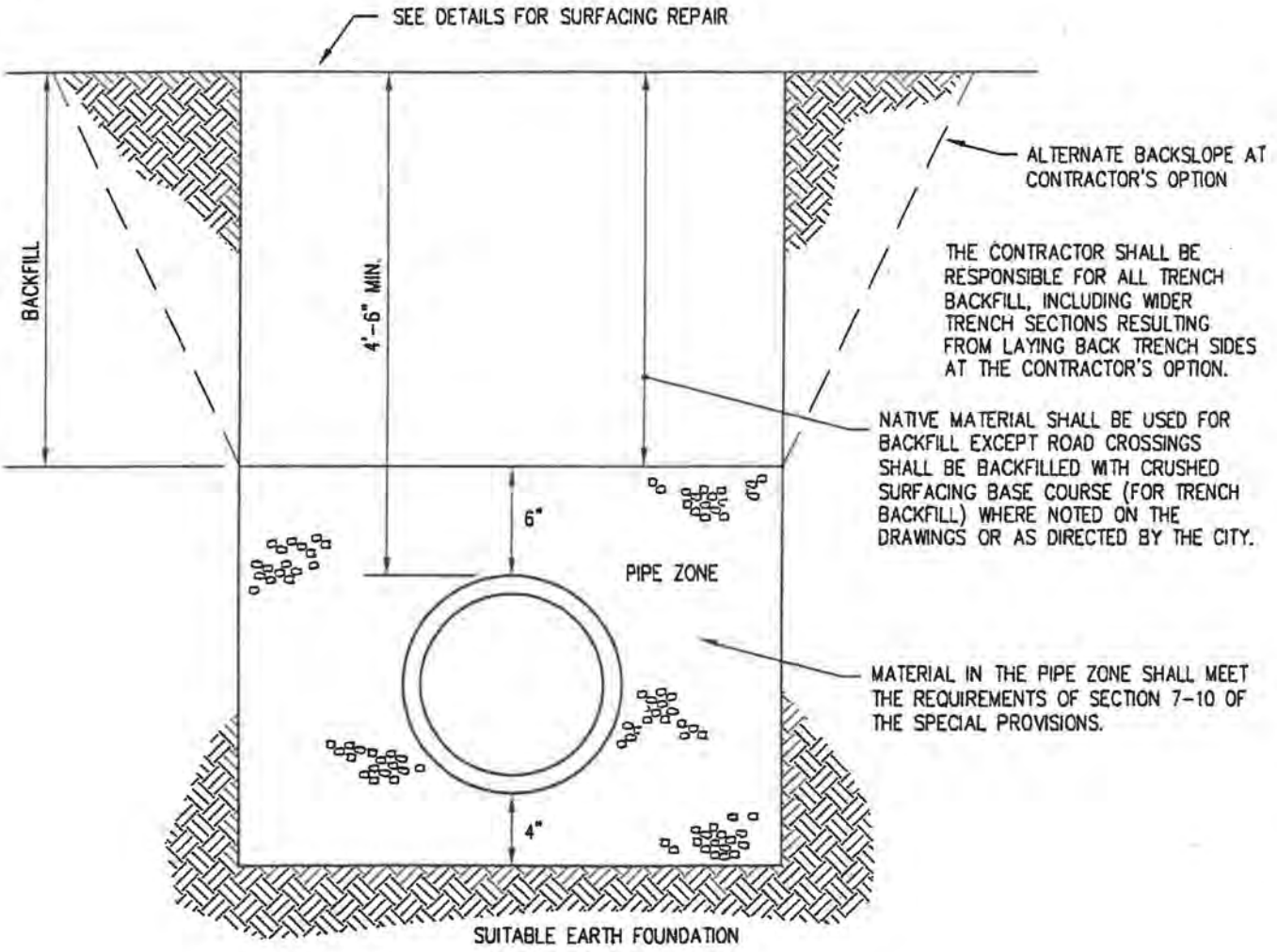
Given under my hand and official seal the day and year last written.

_____
Notary Public in and for the State of Washington

residing at _____

My Commission Expires _____

APPENDIX II



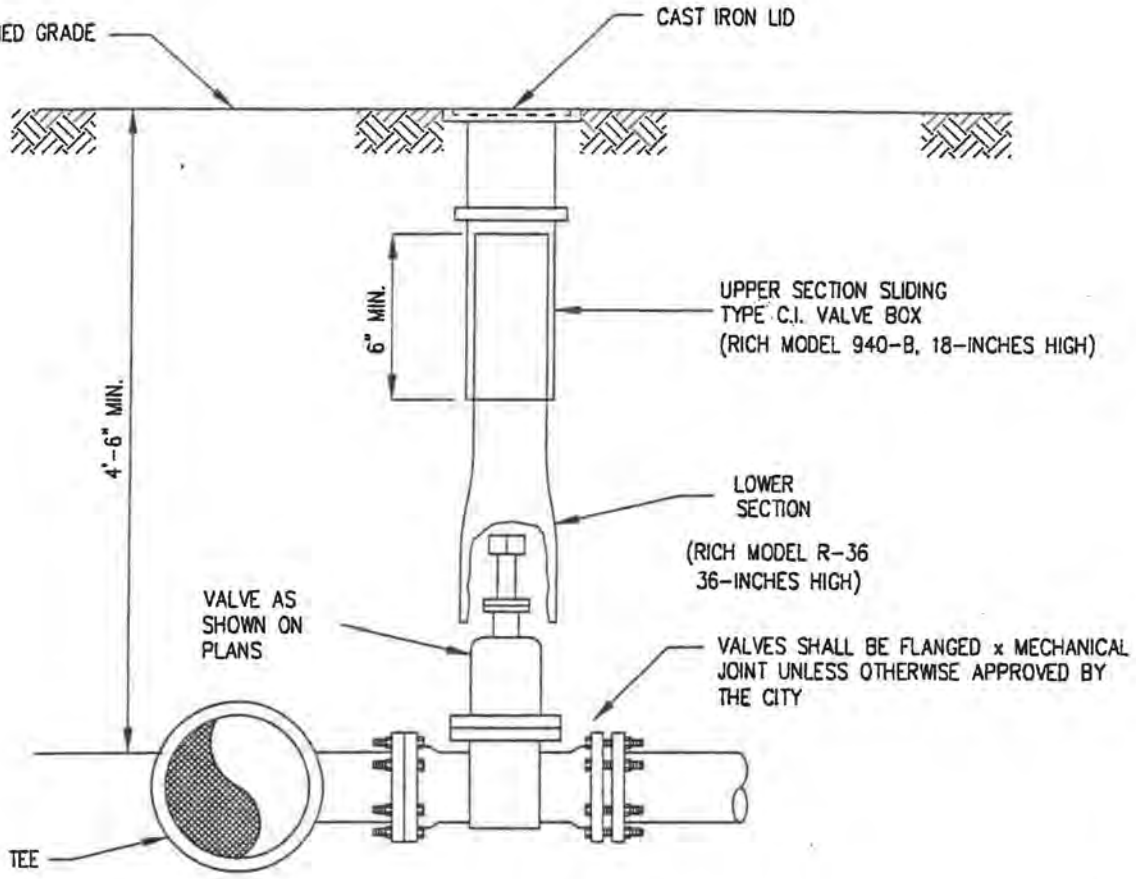
NOTE:
ONLY THE LATEST DETAIL, AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS, SHALL BE USED.

Revision	Date	Description	Appr
ORIG.	1-21-02		

F-01

WATERMAIN TRENCH SECTION	CITY OF CLE ELUM-STANDARD DETAIL	W-1

NOTE: ADJUST EARS ON VALVE BOX TO ALIGN WITH PIPE.



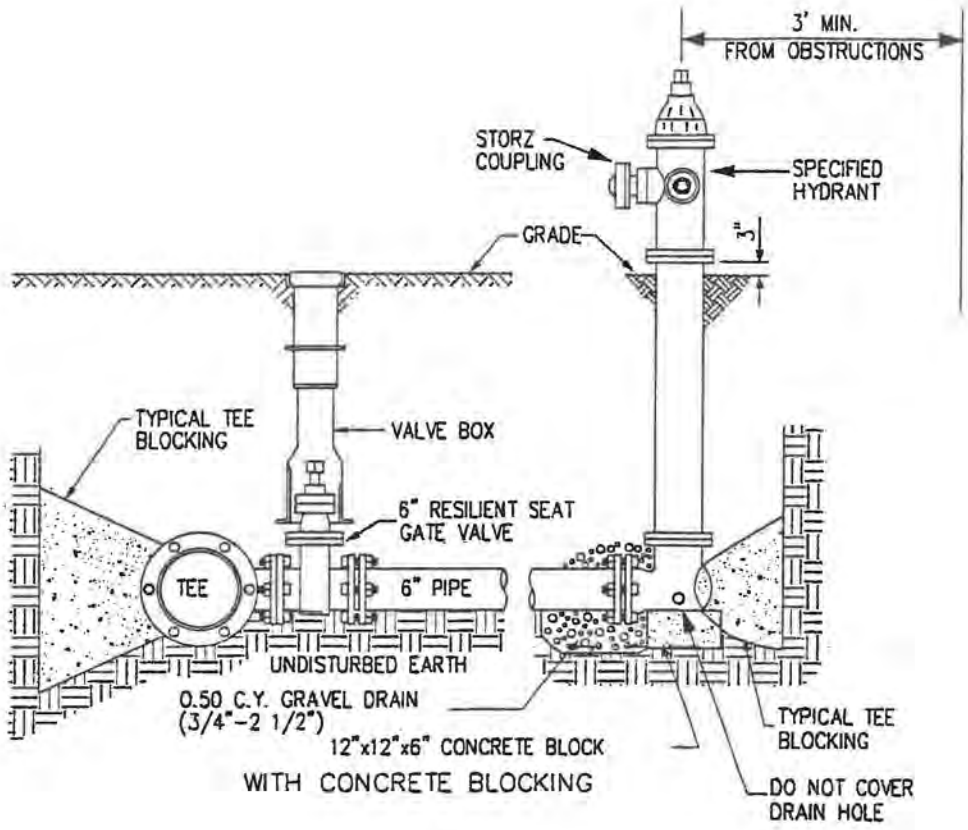
NOTE: PROVIDE EXTENSION PIECE WHERE REQUIRED FOR VALVE BOX. (RICH MODEL 044, 12-INCHES HIGH)

NOTE:
ONLY THE LATEST DETAIL, AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS, SHALL BE USED.

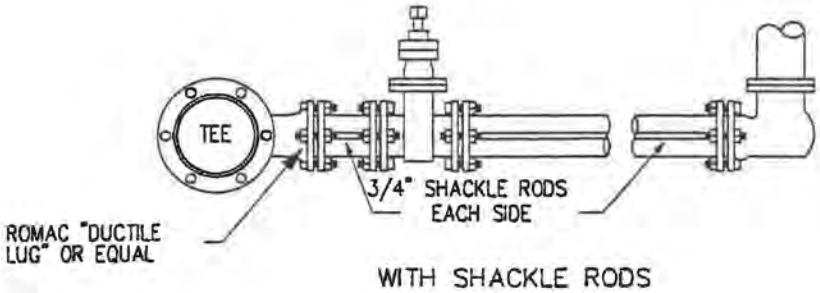
ORIG.	1-21-02		
Revision	Date	Description	Appr

F-01

VALVE AND VALVE BOX	CITY OF CLE ELUM-STANDARD DETAIL	W-2



WITH CONCRETE BLOCKING



WITH SHACKLE RODS

NOTE: 1. SHACKLE RODS ARE TO BE USED ONLY WHERE POOR SOIL CONDITIONS PRECLUDE THE USE OF CONCRETE BLOCKING.

2. SHACKLE RODS ARE TO BE THREADED AT EACH END A LENGTH SUFFICIENT TO ALLOW THE USE OF DOUBLE NUTS ON EACH END TO REPLACE THE BOLTS NORMALLY USED IN MECHANICAL JOINT CONNECTIONS.

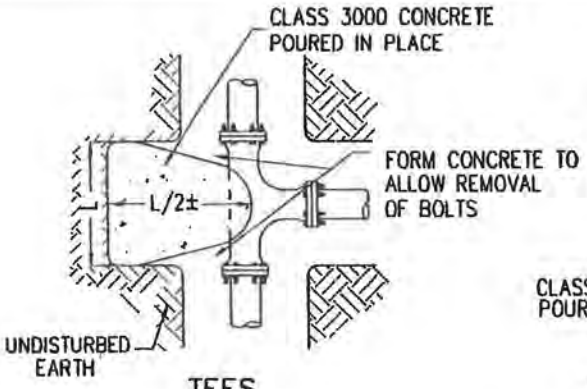
3. REMAINDER OF HYDRANT DETAIL IS TYPICAL OF BLOCKED HYDRANT.

NOTE:
ONLY THE LATEST DETAIL, AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS, SHALL BE USED.

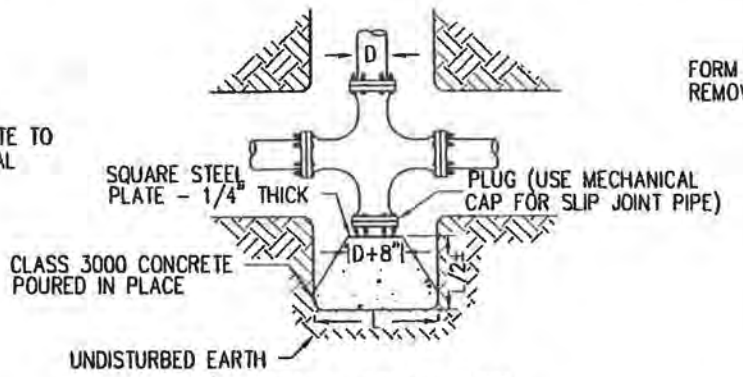
ORIG.	3-1-02		
Revision	Date	Description	Appr

F-01

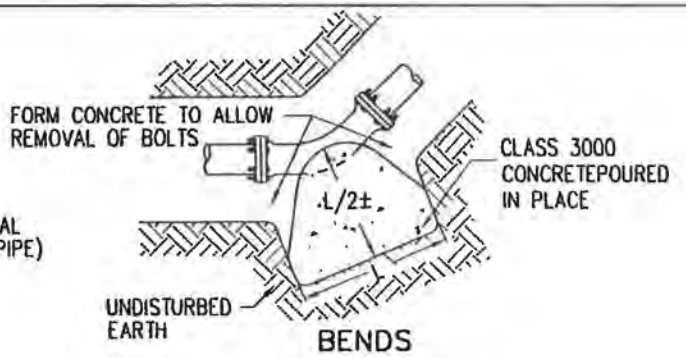
FIRE HYDRANT	CITY OF CLE ELUM-STANDARD DETAIL	W-3



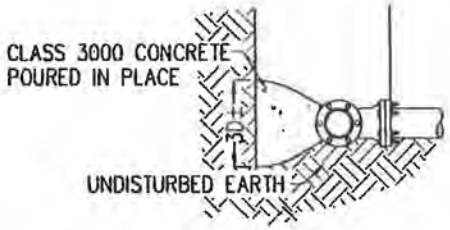
TEES



PLUGS AND CAPS



BENDS

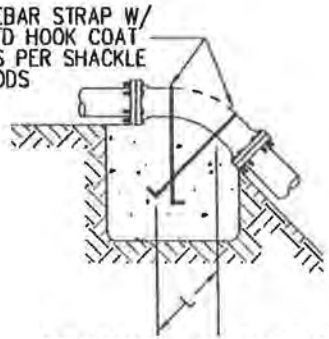


SIDE VIEW

THIS VIEW TYPICAL OF ALL BLOCKING

NOTES:

1. D IS APPROXIMATE PIPE DIAMETER. THE ABOVE END AREAS ARE BASED ON AN ALLOWABLE SOIL BEARING PRESSURE OF 1500 PSF AND 250 PSI TEST PRESSURE.
2. DIMENSIONS LISTED DENOTE MINIMUM STANDARDS FOR SOIL AND TEST PRESSURES SHOWN. SHOULD TEST PRESSURE AND/OR SOIL CONDITIONS VARY, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR SPECIAL THRUST BLOCK DESIGN.
3. ALL FITTINGS AND/OR PIPE MAKING DIRECT CONTACT WITH CONCRETE SHALL BE WRAPPED WITH 4 MIL POLYETHYLENE SHEETING PRIOR TO PLACEMENT OF CONCRETE.



VERTICAL OVERBEND

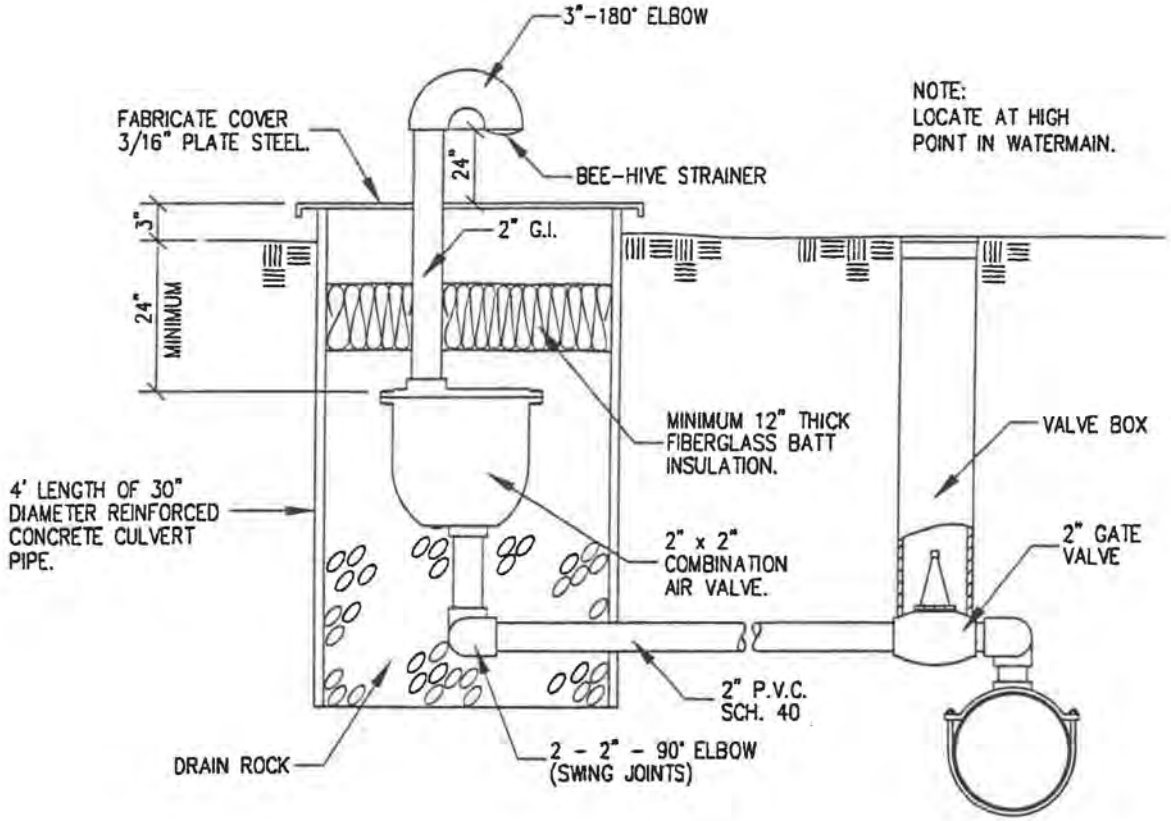
MINIMUM END AREAS				
PIPE SIZE (D)	TEES & PLUGS	90° BENDS	45° BENDS	11 1/4° AND 22 1/2° BENDS
6"	5.1 SQ FT	7.2 SQ FT	3.9 SQ FT	2.0 SQ FT
8"	8.8 SQ FT	12.4 SQ FT	6.7 SQ FT	3.4 SQ FT
10"	14.3 SQ FT	20.2 SQ FT	11.0 SQ FT	5.6 SQ FT
12"	20.4 SQ FT	28.9 SQ FT	15.7 SQ FT	7.9 SQ FT
14"	27.7 SQ FT	39.2 SQ FT	21.2 SQ FT	10.7 SQ FT
16"	35.8 SQ FT	51.2 SQ FT	27.5 SQ FT	13.9 SQ FT

VERTICAL OVERBEND				
PIPE SIZE (D)	22 1/2° BEND	45° BEND	REBAR SIZE	L
6"	20 CU FT	39 CU FT	#5	2.0 FT
8"	34 CU FT	67 CU FT	#5	2.0 FT
10"	56 CU FT	110 CU FT	#5	2.0 FT
12"	79 CU FT	157 CU FT	#6	2.5 FT
14"	107 CU FT	212 CU FT	#7	3.0 FT
16"	139 CU FT	275 CU FT	#9	4.0 FT

NOTE:
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Revision	Date	Description	Appr
ORIG.	1-21-02		

TYPICAL THRUST BLOCKING	CITY OF CLE ELUM-STANDARD DETAIL	W-4

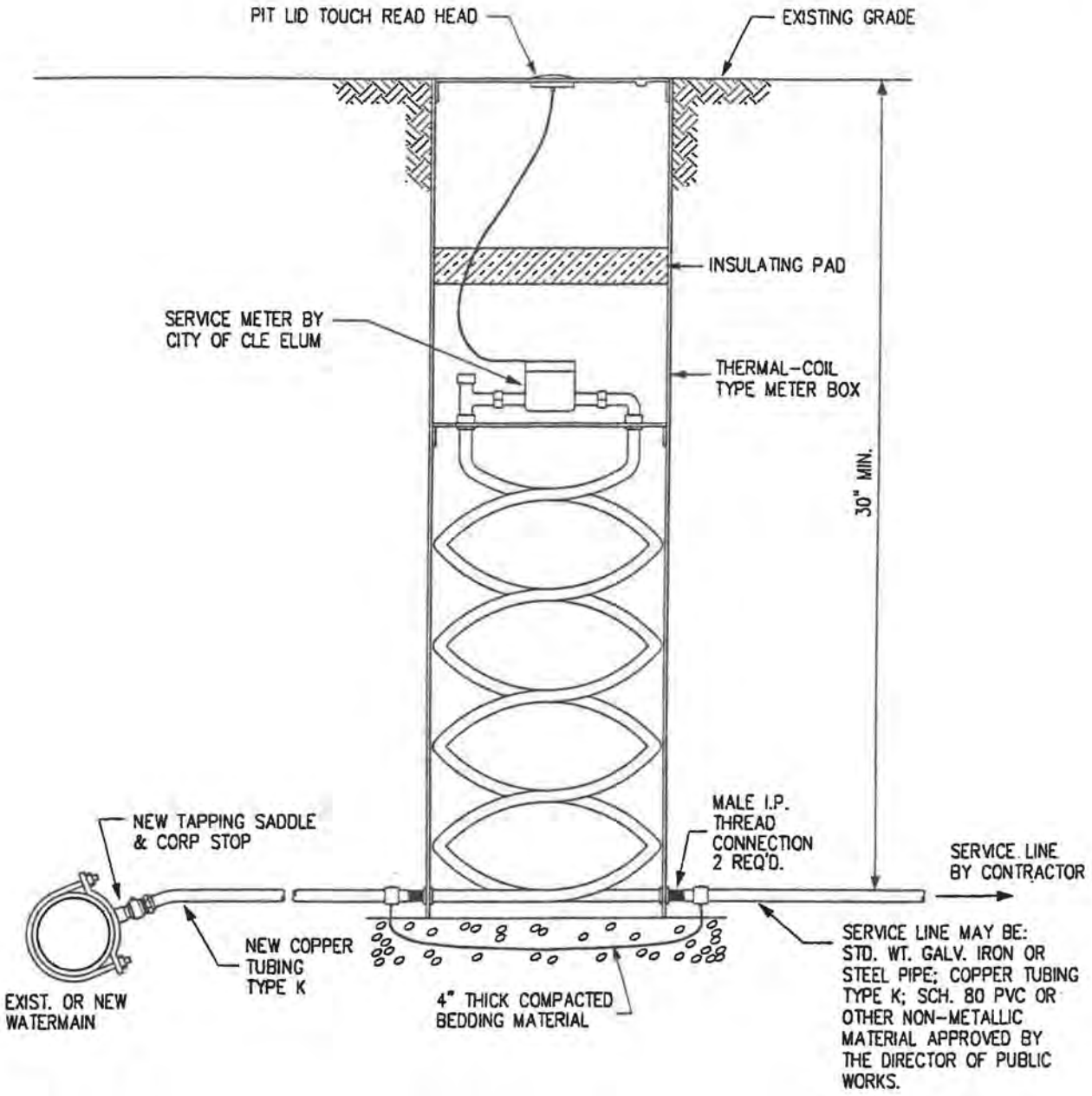


NOTE:
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Revision	Date	Description	Appr
ORIG.	1-21-02		

AIR RELEASE VALVE DETAIL	CITY OF CLE ELUM-STANDARD DETAIL	W-5

F-01

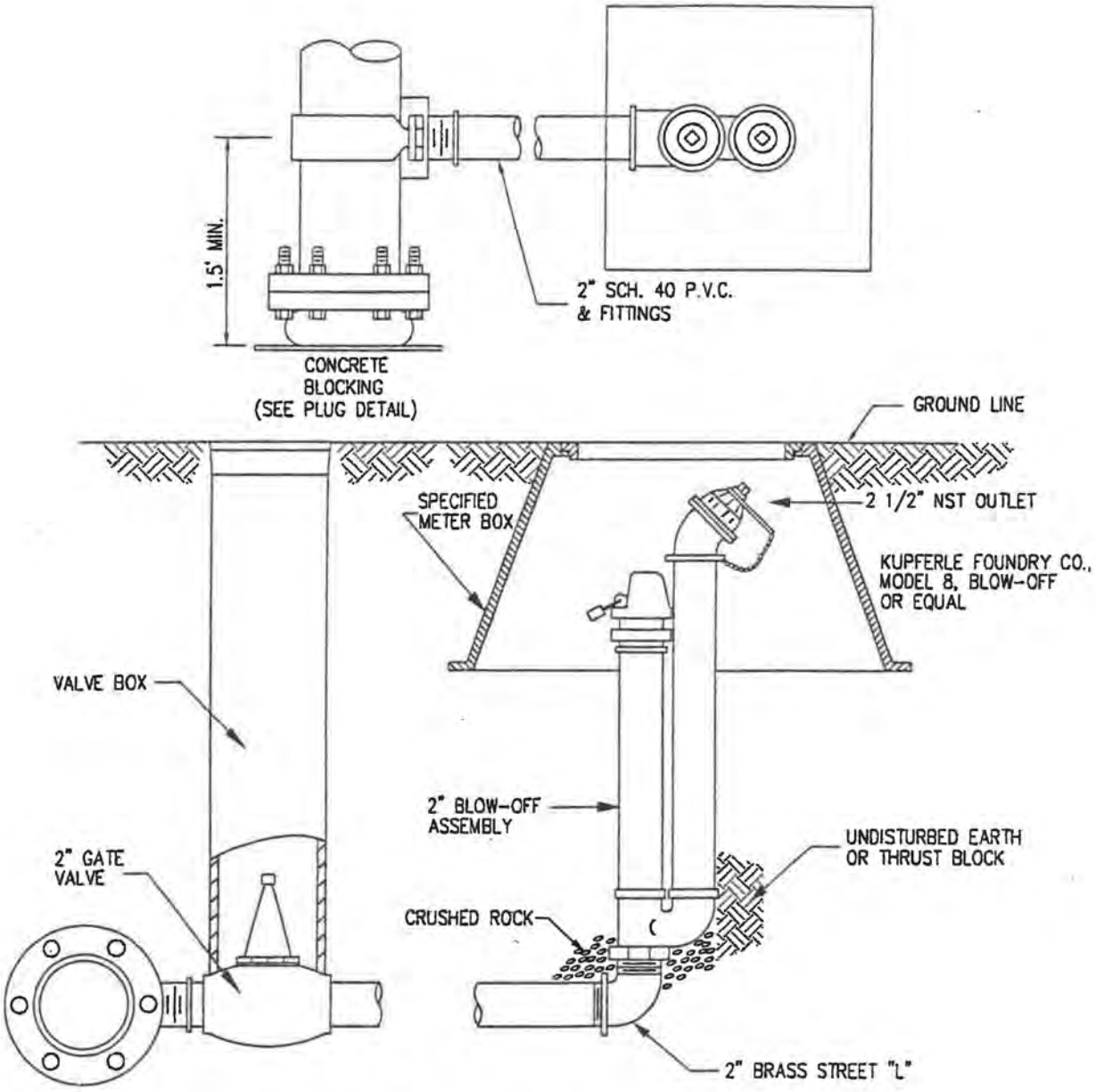


NOTE:
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Revision	Date	Description	Appr
ORIG.	1-21-02		

F-01

WATER SEVICE DETAIL	CITY OF CLE ELUM-STANDARD DETAIL	W-6

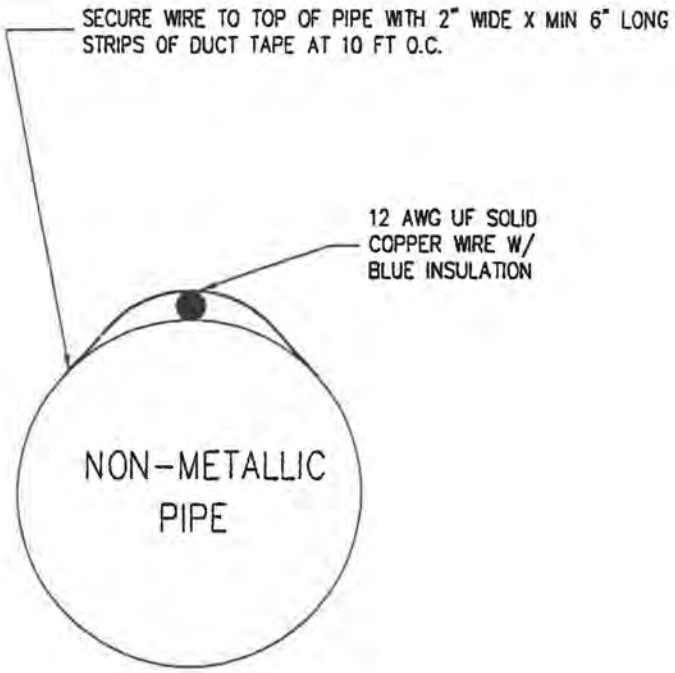


NOTE:
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THE DIRECTOR OF PUBLIC WORKS, SHALL BE USED.

ORIG.	1-21-02		
Revision	Date	Description	Appr

F-01

BLOW-OFF-DETAIL	CITY OF CLE ELUM-STANDARD DETAIL	W-7



NOTES:

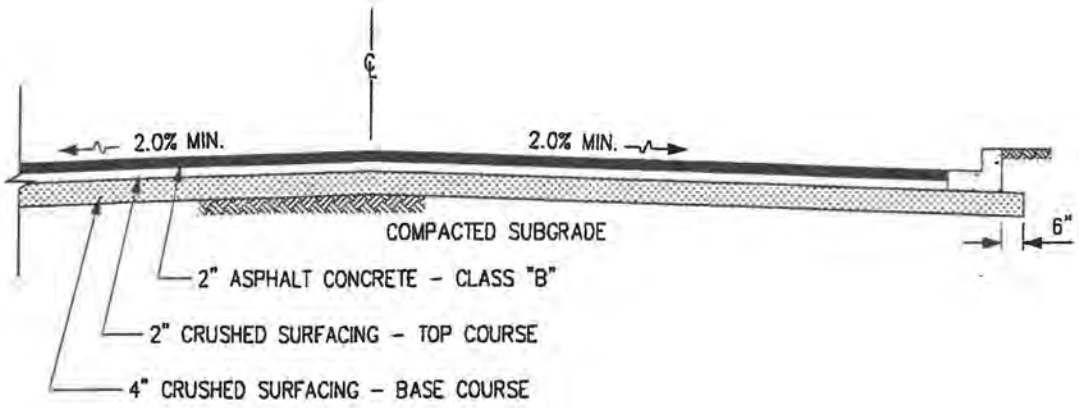
1. AT SPLICES THE CONNECTING ENDS OF THE WIRES SHALL BE OVERLAPPED AND TIED. THE ENDS SHALL BE STRIPPED AND CONNECTED WITH A WIRE NUT. WATERPROOF CONNECTION WITH SILICONE SPLICE KIT.
2. ACCESS TO LOCATING WIRE TERMINAL ENDS SHALL BE MADE AT ALL VALVE BOXES AND FIRE HYDRANTS, SECURE TO EXTERIOR OF VALVE BOXES AND HYDRANTS WITH STAINLESS STEEL PIPE STRAPS.

NOTE:
ONLY THE LATEST DETAIL, AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS, SHALL BE USED.

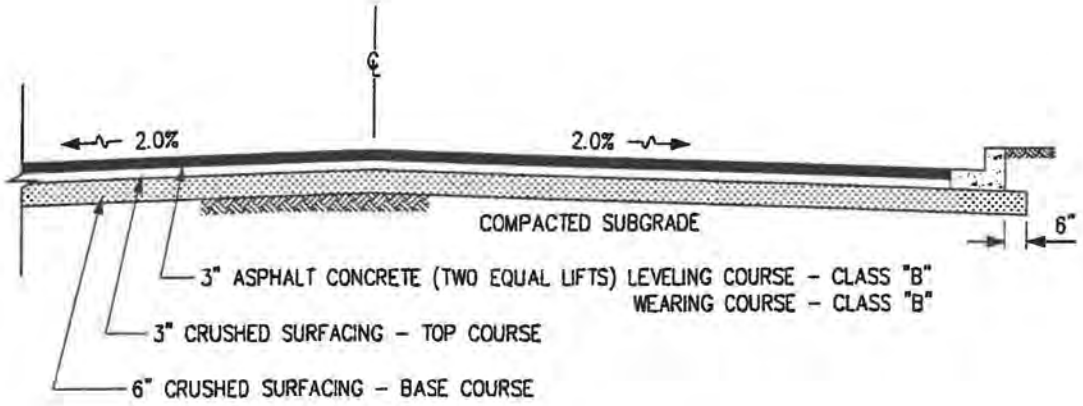
Revision	Date	Description	Appr
ORIG.	1-21-02		

F-01

LOCATING WIRE	CITY OF CLE ELUM-STANDARD DETAIL	W-8



RESIDENTIAL ROADWAY SECTION



ARTERIAL ROADWAY SECTION

PAVING NOTES:

1. ALL THICKNESSES ARE COMPACTED DEPTHS.
2. CONTRACTOR WILL BE REQUIRED TO PAVE NEW ROADWAY IN TWO (2) PASSES.

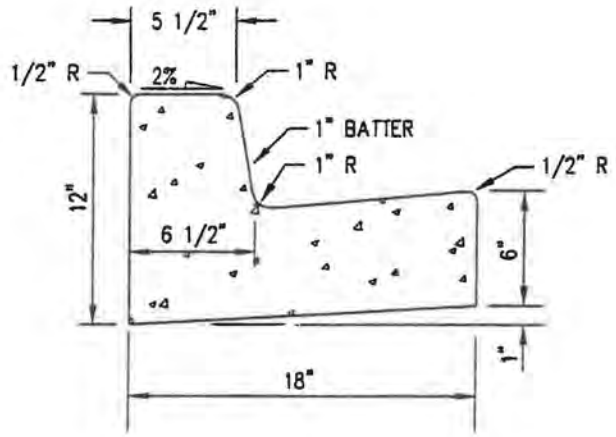
NOTE:
ONLY THE LATEST DETAIL, AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS, SHALL BE USED.

ORIG.	3-1-02		
Revision	Date	Description	Appr

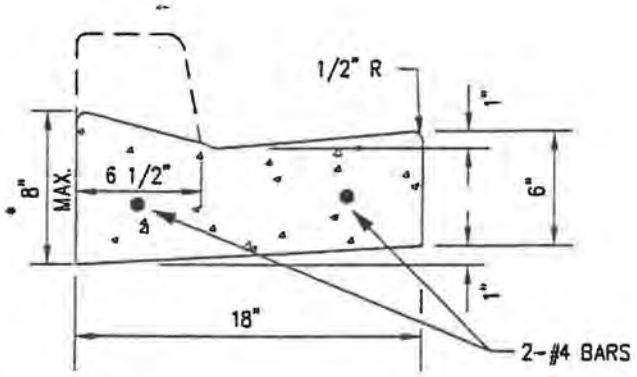
F-01

ROADWAY SECTIONS	CITY OF CLE ELUM-STANDARD DETAIL	ST-1

* AS DIRECTED BY ENGINEER. MAY VARY DEPENDING UPON GRADE OF SIDEWALK AND DRIVEWAY BEYOND CURB.



FULL HEIGHT – TYPE A



DEPRESSED – TYPE D

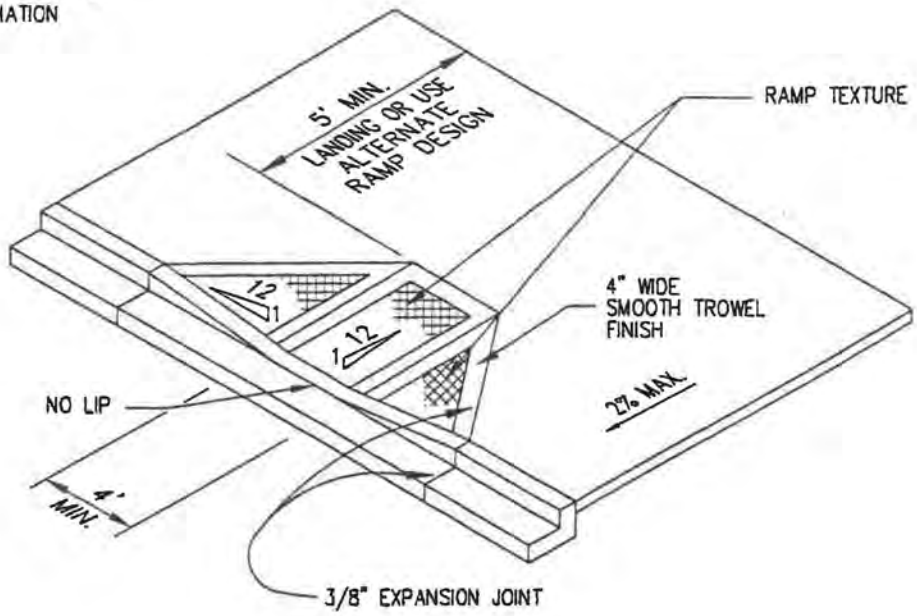
NOTE:
ONLY THE LATEST DETAIL, AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS, SHALL BE USED.

Revision	Date	Description	Appr
ORIG.	3-1-02		

F-01

CONCRETE CURB & GUTTER	CITY OF CLE ELUM–STANDARD DETAIL	ST-2

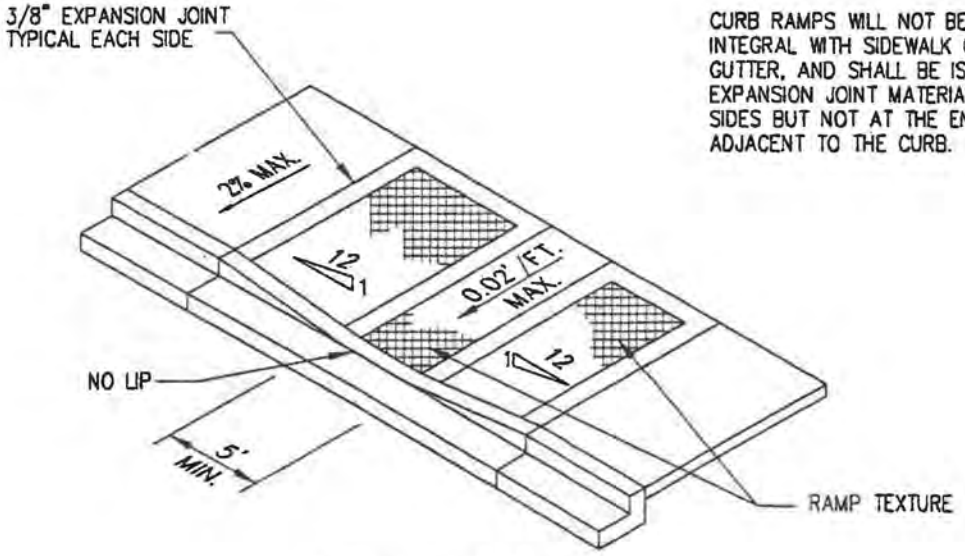
SEE WSDOT STANDARD PLAN F-3
FOR ADDITIONAL INFORMATION



STANDARD

NOTES:

CURB RAMPS WILL NOT BE POURED INTEGRAL WITH SIDEWALK OR CURB & GUTTER, AND SHALL BE ISOLATED BY EXPANSION JOINT MATERIAL ON ALL SIDES BUT NOT AT THE END OF RAMP ADJACENT TO THE CURB.



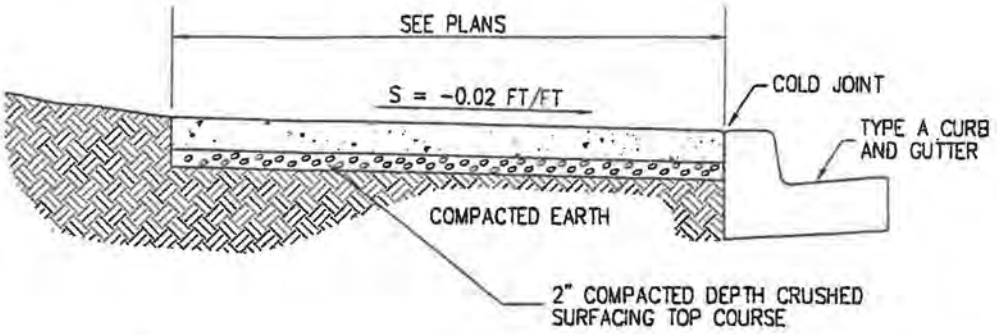
ALTERNATE

NOTE:
ONLY THE LATEST DETAIL, AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS, SHALL BE USED.

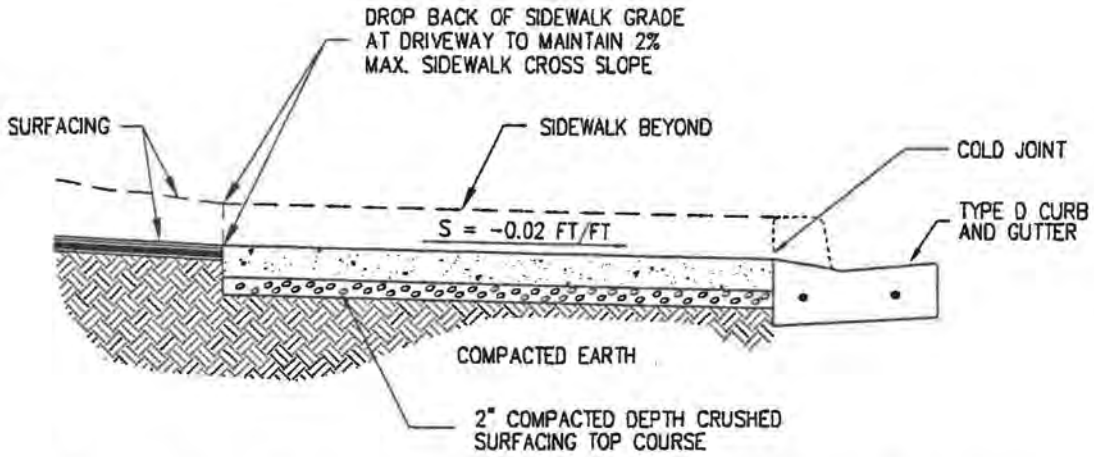
Revision	Date	Description	Appr
ORIG.	3-1-02		

F-01

CURB RAMP	CITY OF CLE ELUM-STANDARD DETAIL	ST-3



4" THICK SIDEWALK SECTION



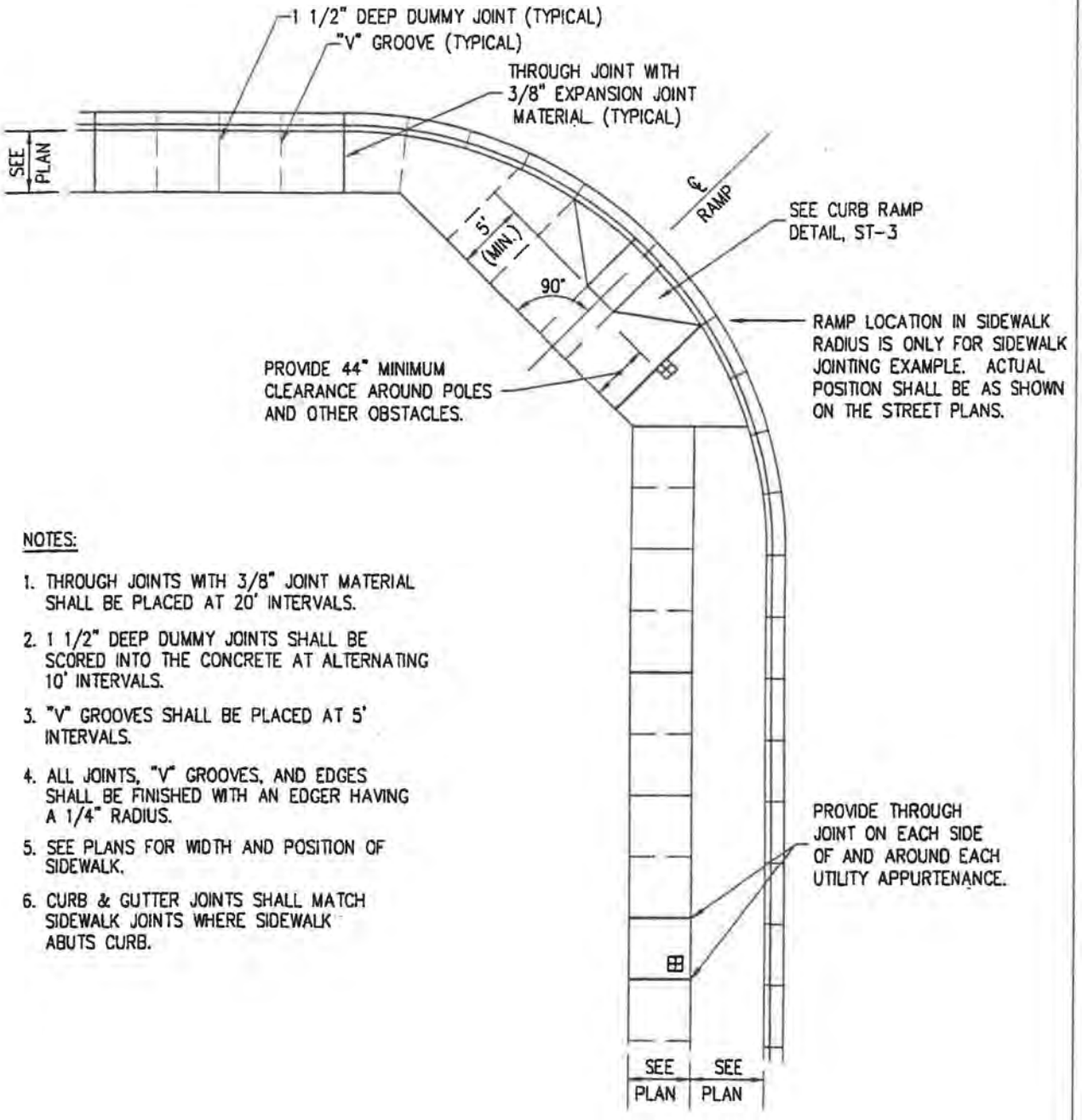
6" THICK SIDEWALK SECTION AT DRIVEWAYS

NOTE:
ONLY THE LATEST DETAIL, AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS, SHALL BE USED.

Revision	Date	Description	Appr
ORIG.	3-1-02		

F-01

SIDEWALK SECTIONS	CITY OF CLE ELUM-STANDARD DETAIL	ST-4



NOTES:

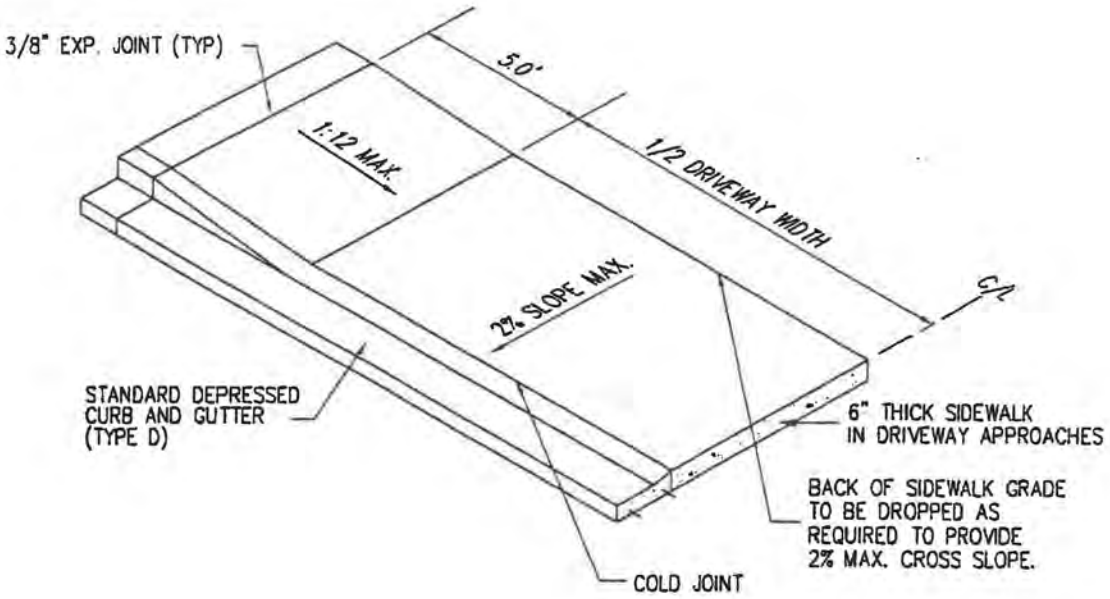
1. THROUGH JOINTS WITH 3/8" JOINT MATERIAL SHALL BE PLACED AT 20' INTERVALS.
2. 1 1/2" DEEP DUMMY JOINTS SHALL BE SCORED INTO THE CONCRETE AT ALTERNATING 10' INTERVALS.
3. "V" GROOVES SHALL BE PLACED AT 5' INTERVALS.
4. ALL JOINTS, "V" GROOVES, AND EDGES SHALL BE FINISHED WITH AN EDGER HAVING A 1/4" RADIUS.
5. SEE PLANS FOR WIDTH AND POSITION OF SIDEWALK.
6. CURB & GUTTER JOINTS SHALL MATCH SIDEWALK JOINTS WHERE SIDEWALK ABUTS CURB.

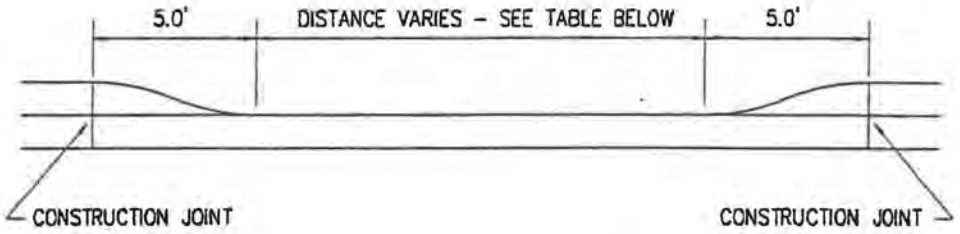
NOTE:
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ORIG.	3-1-02		
Revision	Date	Description	Appr

F-01

SIDEWALK JOINTING	CITY OF CLE ELUM-STANDARD DETAIL	ST-5





REFER TO CLE ELUM MUNICIPAL CODE

RESIDENTIAL DRIVEWAYS - 20' MAXIMUM WIDTH

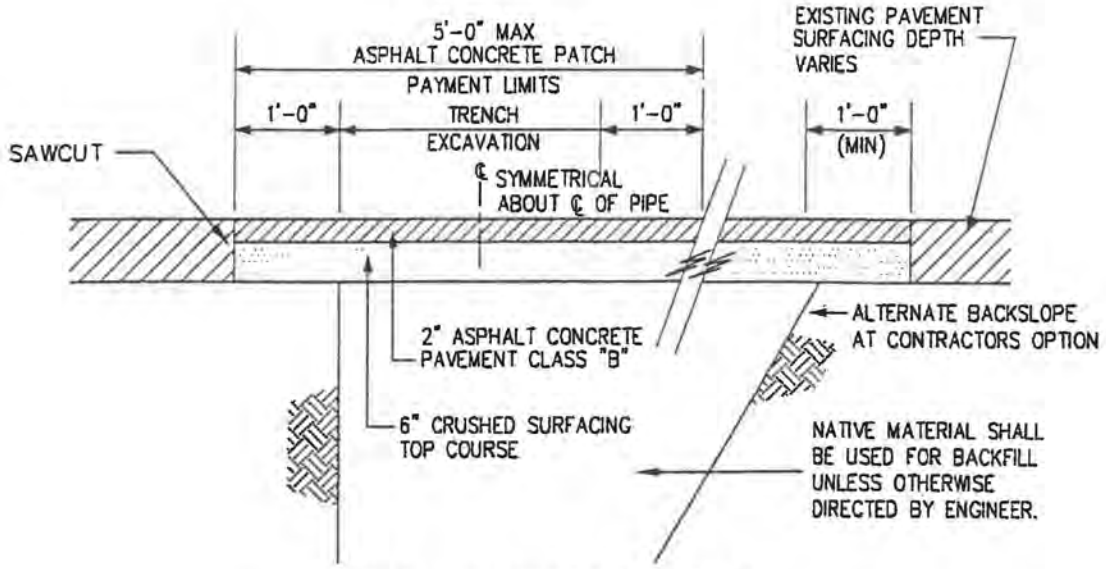
COMMERCIAL APPROACHES WITH RADIUS CURB RETURNS SHALL BE REVIEWED AND APPROVED BY THE PUBLIC WORKS DIRECTOR ON A CASE BY CASE BASIS.

NOTE:
ONLY THE LATEST DETAIL, AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS, SHALL BE USED.

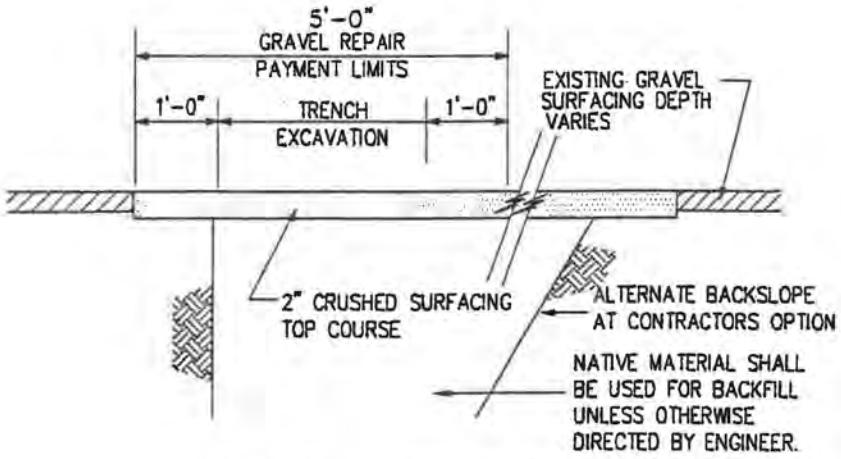
ORIG.	3-1-02		
Revision	Date	Description	Appr

F-01

DRIVEWAY APPROACHES	CITY OF CLE ELUM-STANDARD DETAIL	ST-6



ASPHALT PAVEMENT REPAIR
ALLEYS, STREETS, AND PARKING AREAS



GRAVEL SURFACE REPAIR
GRAVEL AREAS

NOTE:

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRENCH SURFACE RESTORATION BEYOND THE PAYMENT LIMITS SHOWN, INCLUDING WIDER TRENCH SECTIONS RESULTING FROM LAYING BACK TRENCH SIDE AT THE CONTRACTORS OPTION. NO MEASUREMENT OR PAYMENT WILL WILL BE MADE FOR SURFACE REPAIR BEYOND THE PAYMENT LIMITS.

ORIG.	3-1-02		
Revision	Date	Description	Appr

F-01

PATCHING/REPAIR DETAIL	CITY OF CLE ELUM-STANDARD DETAIL	ST-7

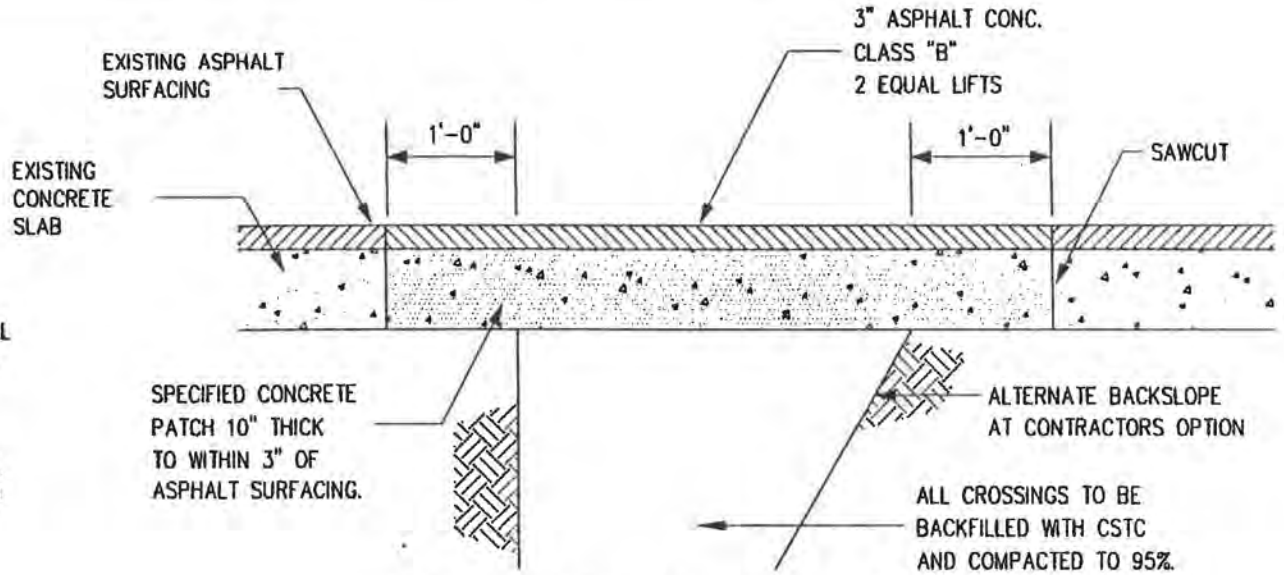
PAVEMENT PATCHING DETAIL

CITY OF CLE ELUM–STANDARD DETAIL

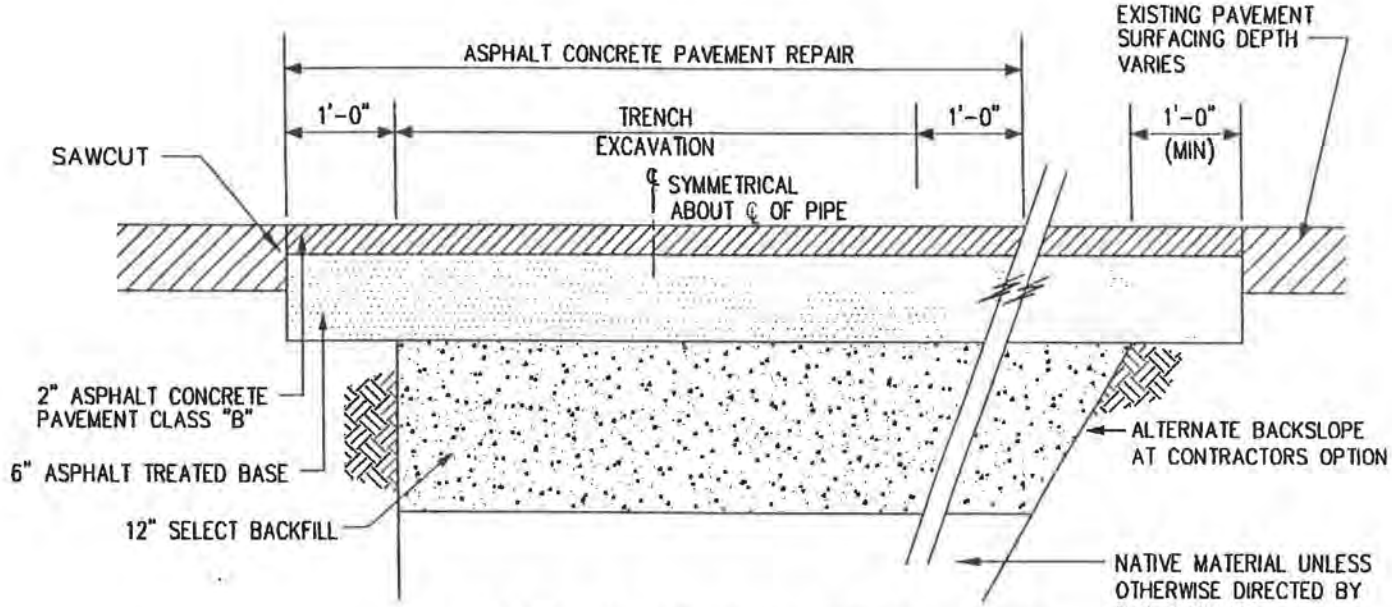
ST-8

NOTE:

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRENCH SURFACE RESTORATION BEYOND THE PAYMENT LIMITS SHOWN, INCLUDING WIDER TRENCH SECTIONS RESULTING FROM LAYING BACK TRENCH SIDE AT THE CONTRACTORS OPTION. NO MEASUREMENT OR PAYMENT WILL WILL BE MADE FOR SURFACE REPAIR BEYOND THE PAYMENT LIMITS.



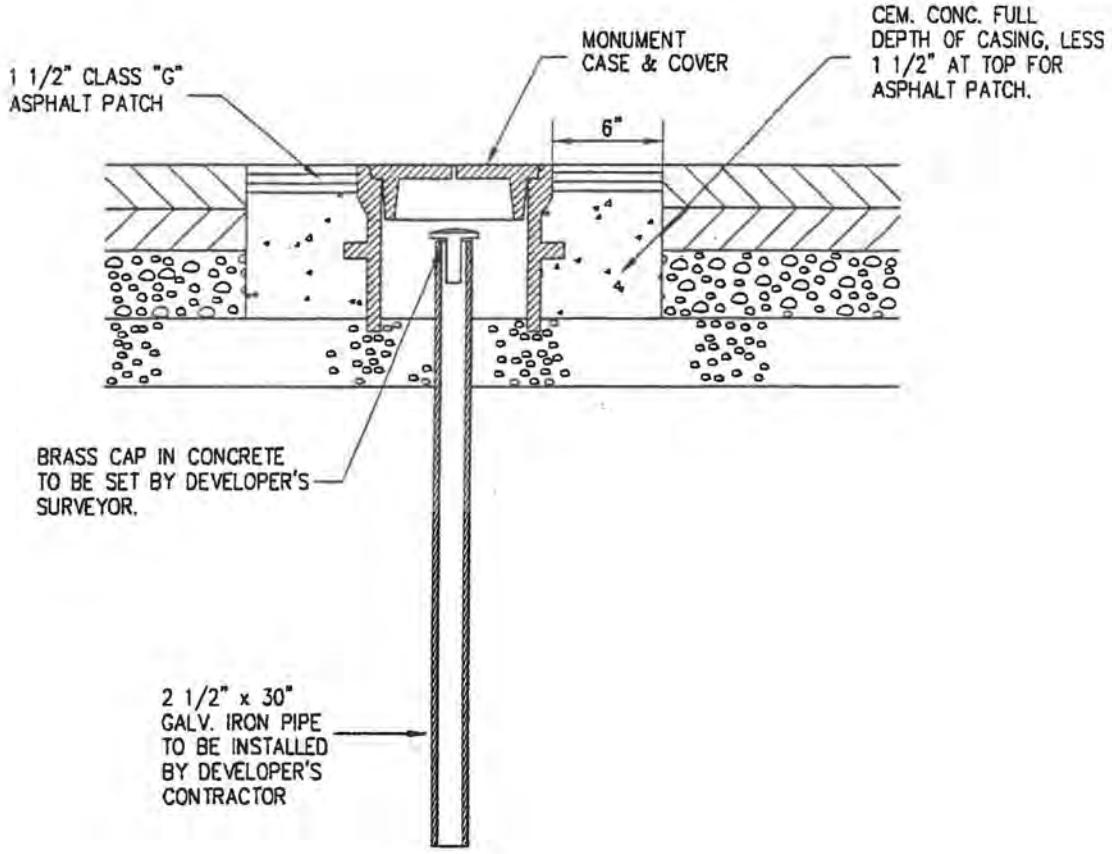
ASPHALT PAVEMENT REPAIR (CONCRETE)



ASPHALT PAVEMENT REPAIR (ATB)

Revision	Date	Description	Appr
ORIG.	3-1-02		

F-01



NOTES:

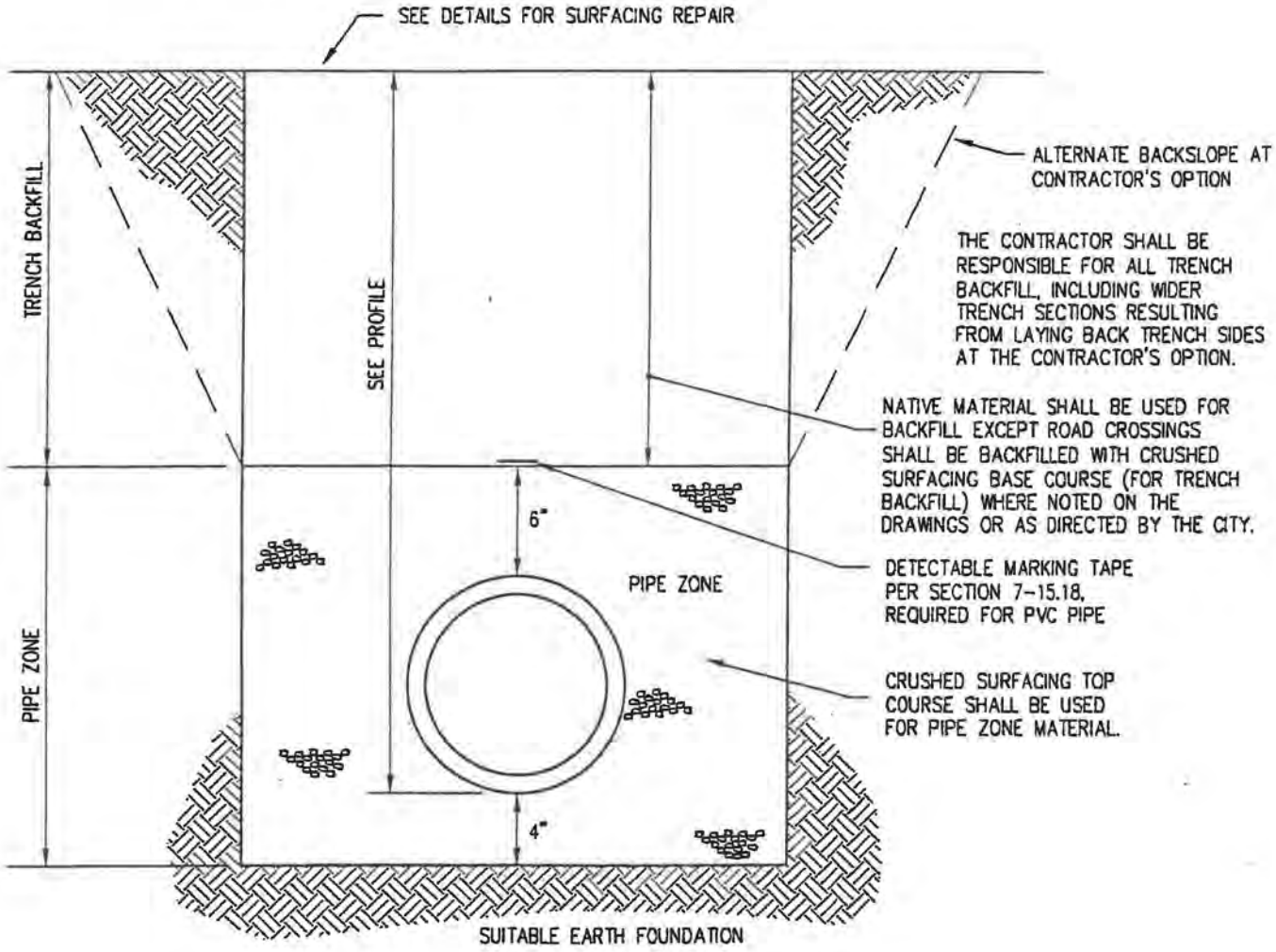
1. TOP OF MONUMENT SHALL BE BETWEEN 6" AND 12" BELOW FINISH GRADE
2. MONUMENT, MONUMENT CASE AND COVER TO BE PLACED AFTER FINAL LIFT OF ASPHALT.

NOTE:
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Revision	Date	Description	Appr
ORIG.	3-1-02		

F-01

MONUMENT	CITY OF CLE ELUM-STANDARD DETAIL	ST-9

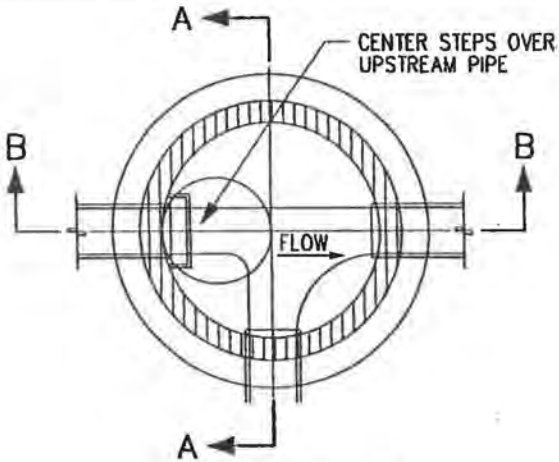


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Revision	Date	Description	Appr
ORIG.	1-21-02		

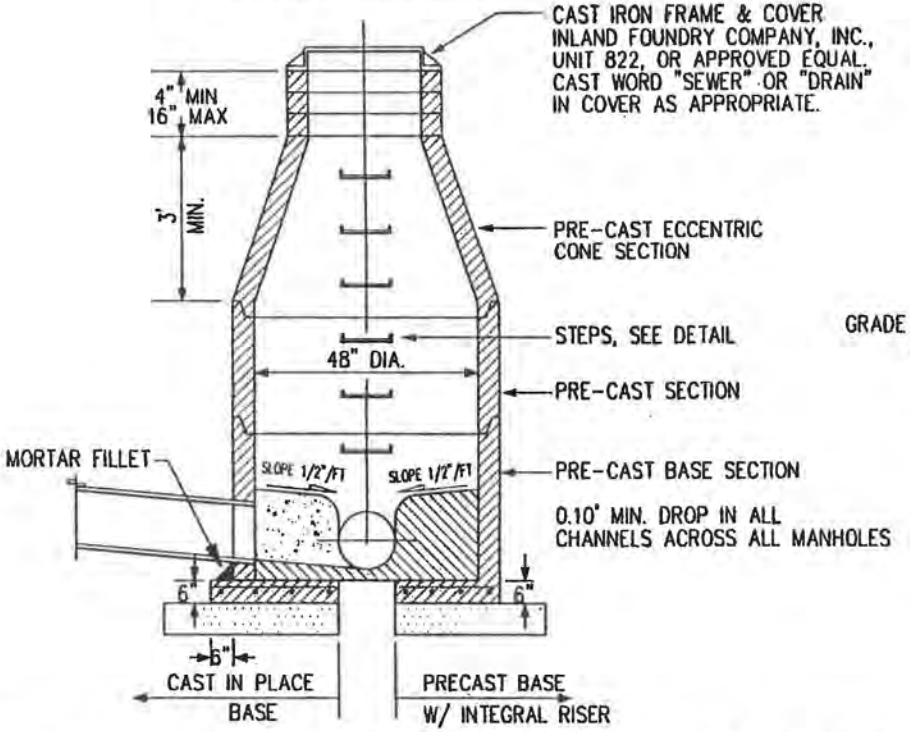
F-01

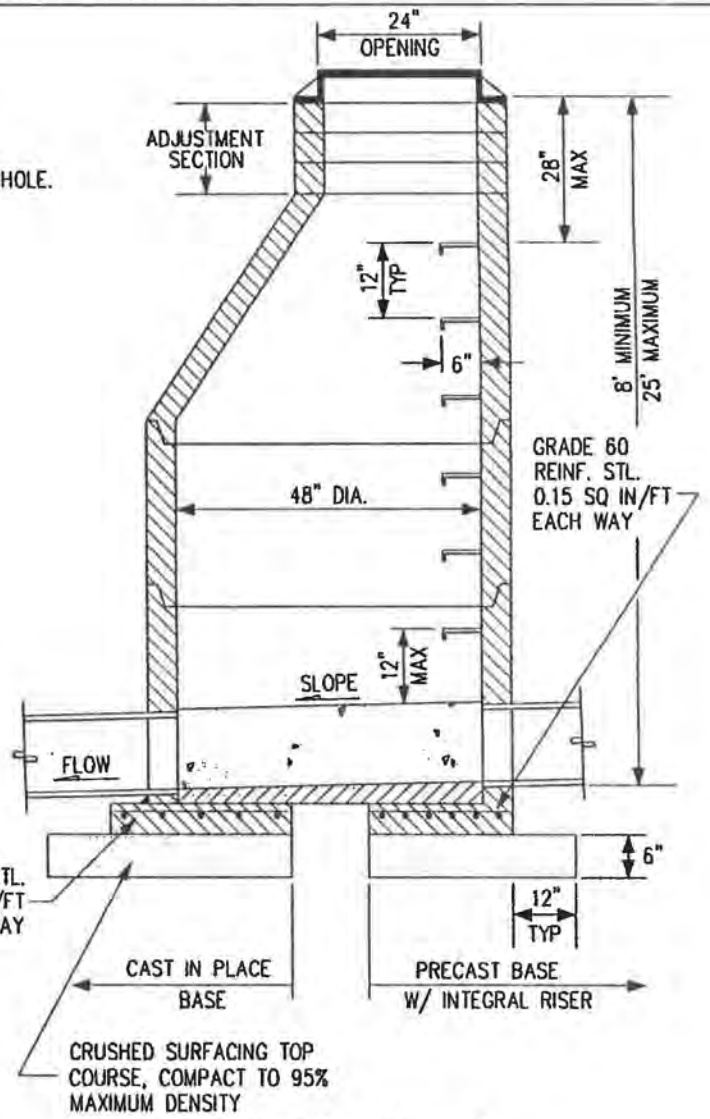
PVC SEWER AND STORM DRAIN TRENCH SECTION	CITY OF CLE ELUM-STANDARD DETAIL	S-1



PLAN VIEW

FOR MANHOLES LESS THAN
8' HIGH, USE SHALLOW MANHOLE.





SECTION B–B

SECTION A–A

NOTE:
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THE DIRECTOR OF PUBLIC WORKS, SHALL BE USED.

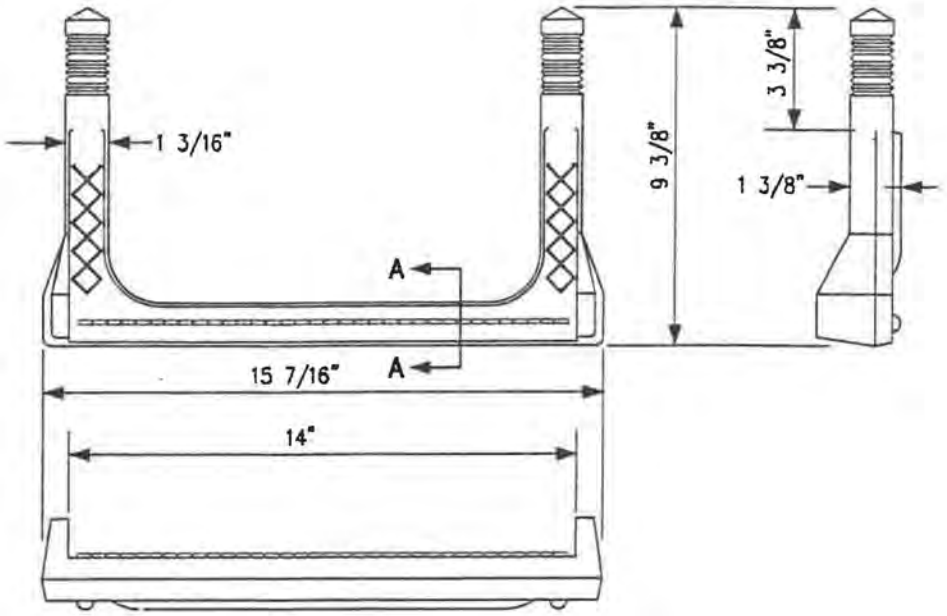
Revision	Date	Description	Appr
ORIG.	1-21-02		

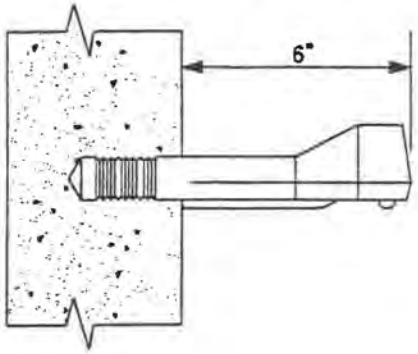
MANHOLE (TYPE 1)

CITY OF CLE ELUM–STANDARD DETAIL

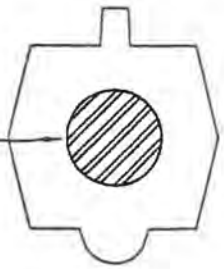
S–2

F-01





COPOLYMER POLYPROPYLENE
PLASTIC COATED 1/2" GRADE
60 STEEL REINFORCEMENT



SECTION A-A

NOTE:
MANHOLE STEPS SHALL BE COPOLYMER POLYPROPYLENE PLASTIC COATED 1/2" GRADE 60 STEEL REINFORCEMENT, MODEL PS2-PF, AS MANUFACTURED BY M.A. INDUSTRIES INC., OR APPROVED EQUAL

NOTE:
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ORIG.	1-21-02		
Revision	Date	Description	Appr

F-01

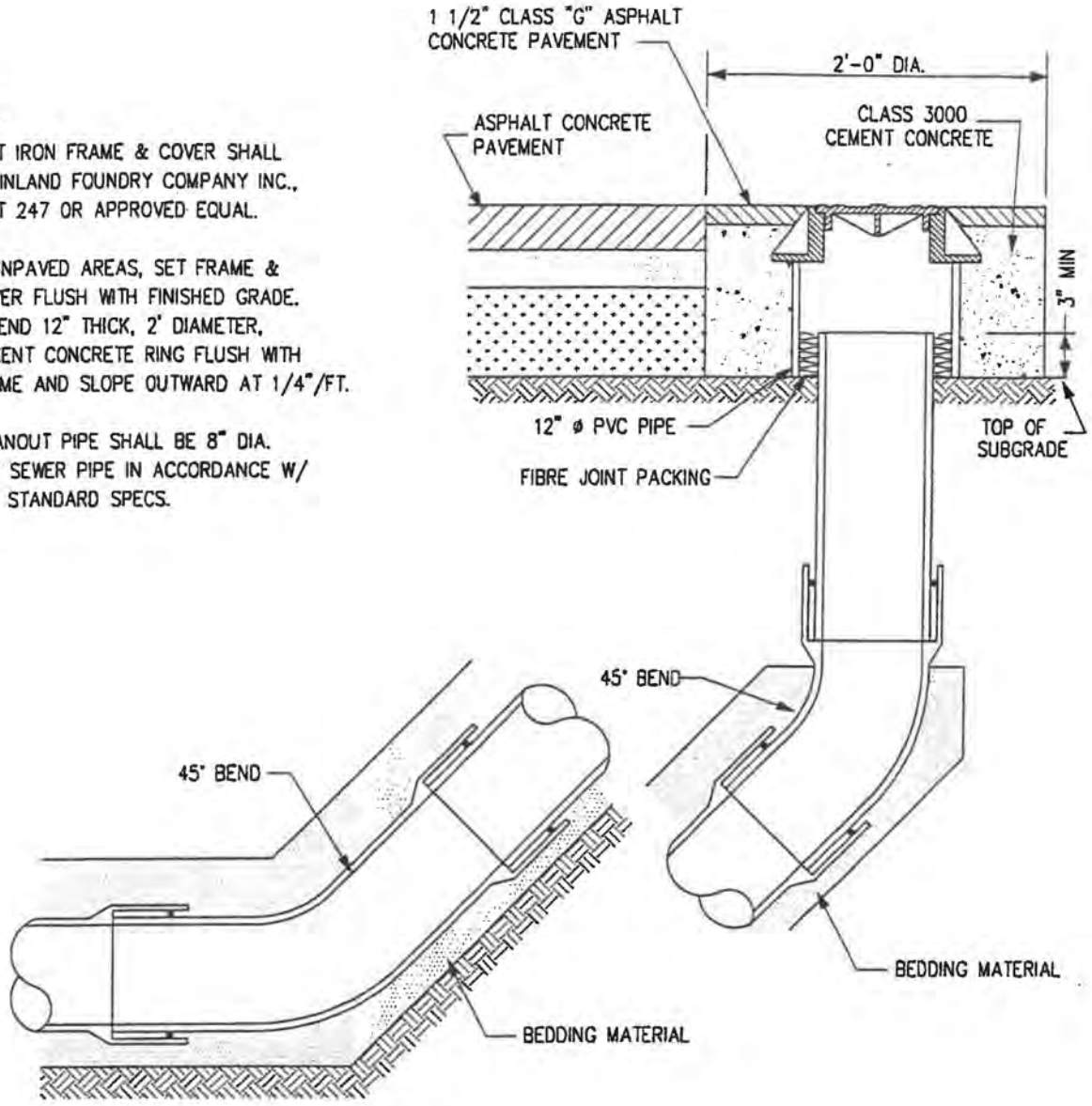
MANHOLE SAFETY STEP	CITY OF CLE ELUM-STANDARD DETAIL	S-3

NOTES:

1. CAST IRON FRAME & COVER SHALL BE INLAND FOUNDRY COMPANY INC., UNIT 247 OR APPROVED EQUAL.

2. IN UNPAVED AREAS, SET FRAME & COVER FLUSH WITH FINISHED GRADE. EXTEND 12" THICK, 2' DIAMETER, CEMENT CONCRETE RING FLUSH WITH FRAME AND SLOPE OUTWARD AT 1/4"/FT.

3. CLEANOUT PIPE SHALL BE 8" DIA. PVC SEWER PIPE IN ACCORDANCE W/ THE STANDARD SPECS.

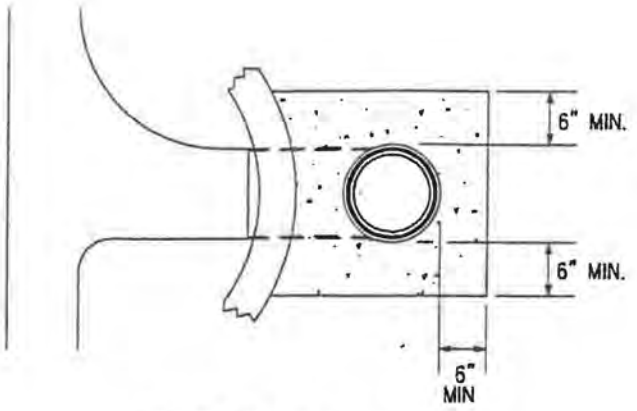


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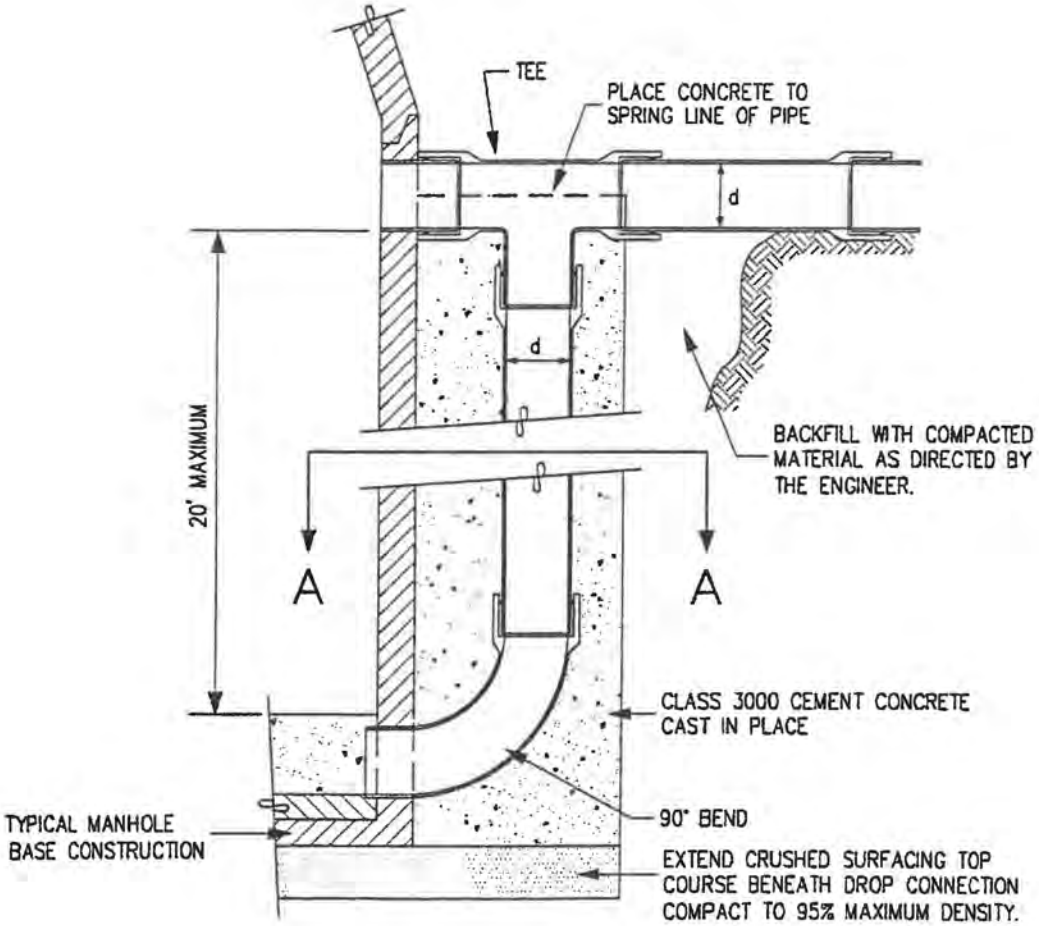
ORIG.	1-21-02		
Revision	Date	Description	Appr

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SANITARY SEWER CLEANOUT	CITY OF CLE ELUM-STANDARD DETAIL	S-4



SECTION A–A



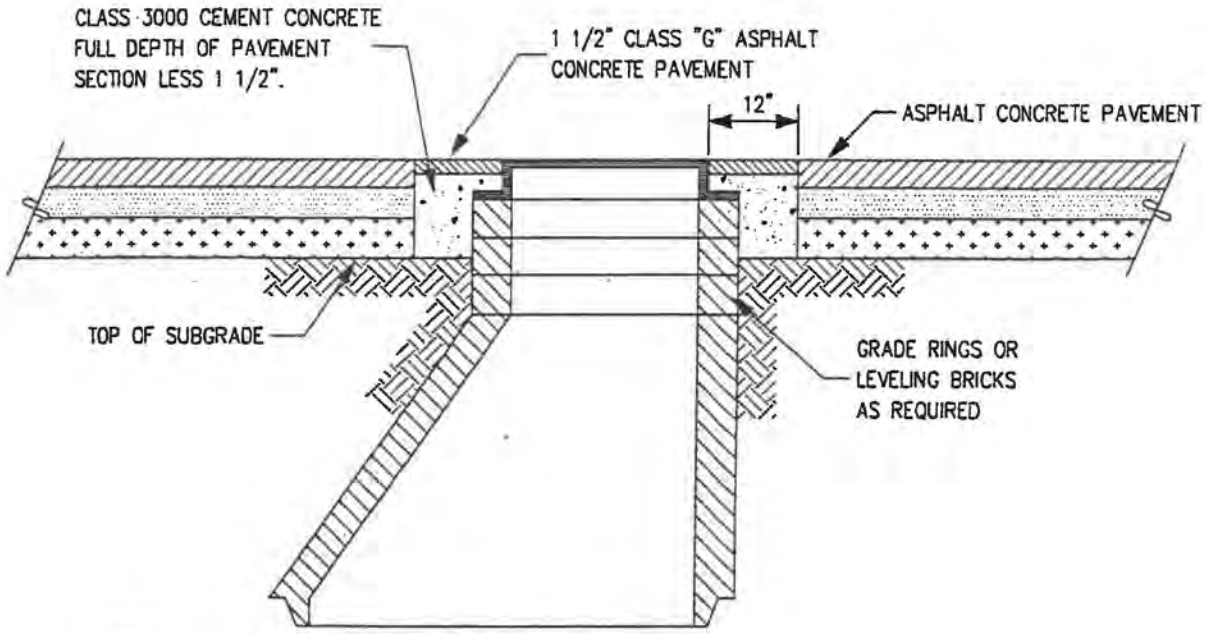
PROFILE VIEW

NOTE:
ONLY THE LATEST DETAIL, AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS, SHALL BE USED.

ORIG.	1–21–02		
Revision	Date	Description	Appr

DROP CONNECTION	CITY OF CLE ELUM–STANDARD DETAIL	S–5

F-01



NOTES:

1. MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE AFTER PLACEMENT OF ASPHALT CONCRETE PAVEMENT.
2. GRADE RINGS AND/OR LEVELING BRICKS SHALL BE GROUTED IN PLACE AND BE WATER TIGHT.
3. IN UNPAVED AREAS, PROVIDE 12" THICK, 5' DIA. CEMENT CONCRETE RING AROUND TOP OF MANHOLE. SET MANHOLE FRAME FLUSH W/ FINISHED GRADE AND SLOPE CONCRETE OUTWARD AT 1/4"/FT.

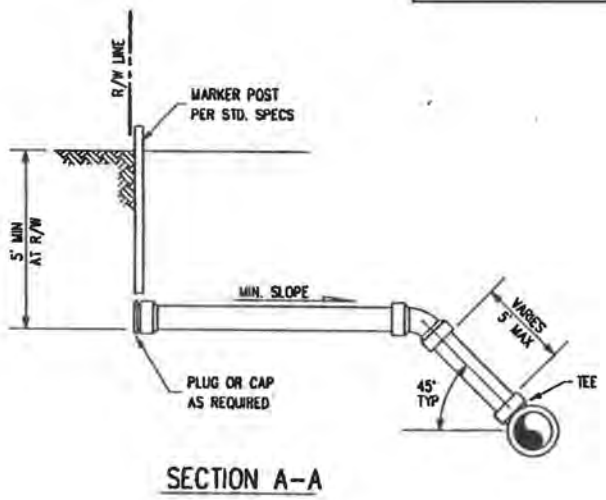
NOTE:
ONLY THE LATEST DETAIL, AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS, SHALL BE USED.

Revision	Date	Description	Appr
ORIG.	1-21-02		

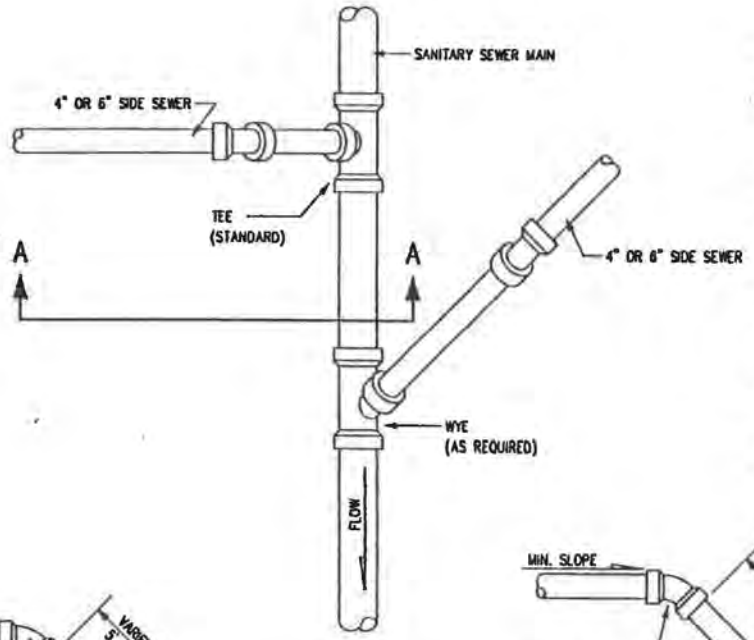
F-01

MANHOLE ADJUSTMENT DETAIL	CITY OF CLE ELUM-STANDARD DETAIL	S-6

NOTE:
ONLY THE LATEST DETAIL, AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS, SHALL BE USED.

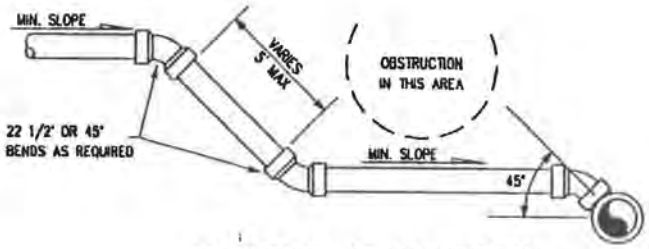


SECTION A-A



PLAN

NOTES:
1. SERVICE CONNECTIONS 8" OR LARGER MUST BE MADE AT MANHOLE.
2. IF 5' MAXIMUM SLOPED DISTANCE IS INSUFFICIENT FOR SIDE SEWER CONNECTION, INSTALL SIDE SEWER RISER PER DETAIL.
3. ROTATE SANITARY SEWER MAIN TEE OR WYE 45° UPWARD.
4. TEES OR WYES SHALL BE INSTALLED IN NEW SANITARY SEWER MAINS. WHEN INSTALLING SIDE SEWERS IN EXISTING MAINS, CONNECTION SHALL BE MADE BY MACHINE MADE TAP AND APPROVED SADDLE.
5. WHERE DEPTH IS INSUFFICIENT TO ALLOW CONNECTION AS SHOWN, CONNECT SERVICE AS DIRECTED BY ENGINEER.
6. TERMINATE SIDE SEWER AT R/W LINE UNLESS OTHERWISE DIRECTED BY ENGINEER OR SHOWN OTHERWISE ON PLANS.
7. ALL SIDE SEWER MATERIALS SHALL BE PVC SEWER PIPE CONFORMING TO THE REQUIREMENTS OF SECTION 9-05.12 OF THE STD. SPECS.



CONNECTION AT OBSTRUCTION

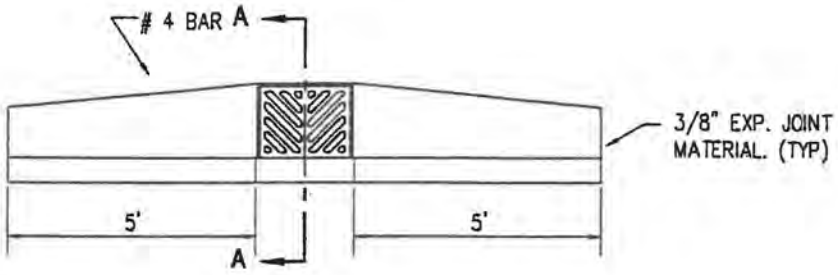
Revision	Date	Description	Appr
ORIG.	1-21-02		

SIDE SEWER DETAIL

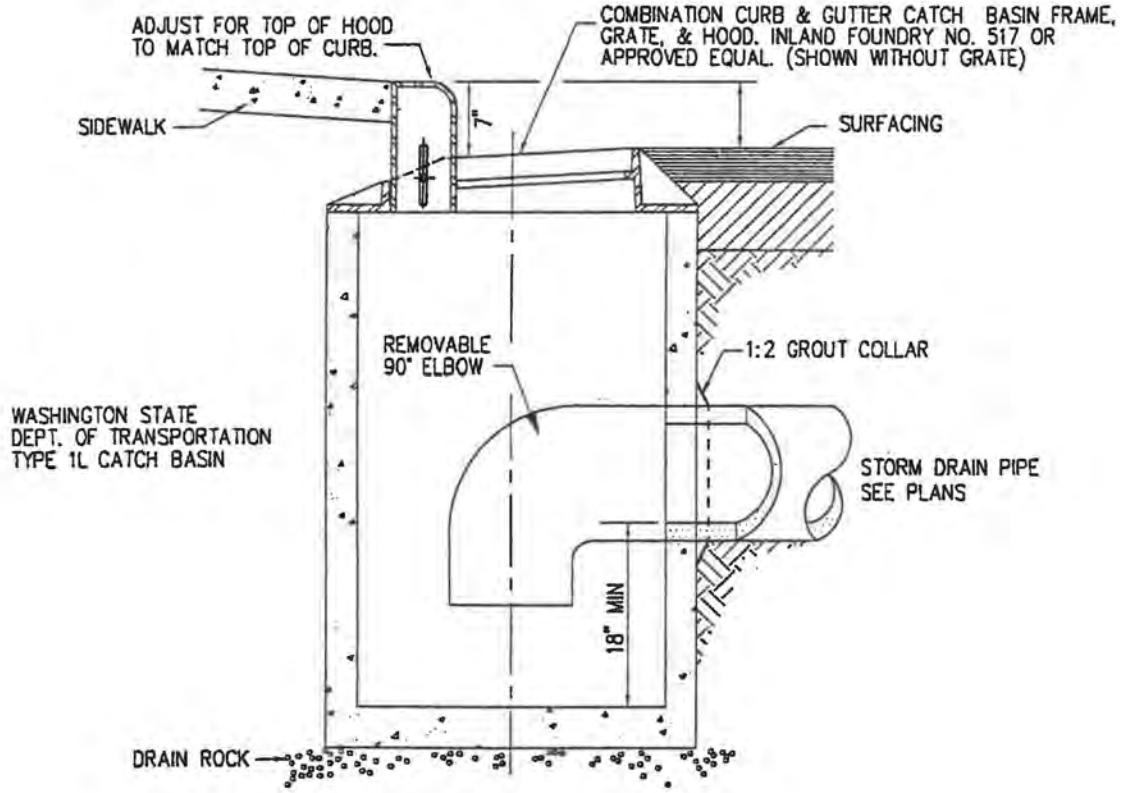
CITY OF CLE ELUM-STANDARD DETAIL

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PLAN



SECTION A – A

NOTE:
ONLY THE LATEST DETAIL, AS APPROVED BY THE DIRECTOR OF PUBLIC WORKS, SHALL BE USED.

Revision	Date	Description	Appr
ORIG.	1-21-02		

30" DIA. CATCH BASIN	CITY OF CLE ELUM–STANDARD DETAIL	D–1

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Appendix C – City of Cle Elum, Chapter 15.20 Sign Code

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CHAPTER 15.20
SIGN CODE
PLANNING COMMISSION DRAFT AMENDMENTS
8/22/01

Language proposed for repeal is identified with ~~strike through~~. Proposed language is identified by an underline. All other language is existing.

Sections:

~~15.20.010 Title.~~
~~15.20.020 Adoption of Uniform Sign Code.~~
15.20.030 Purpose and applicability~~scope~~.
15.20.035 Definitions.
15.20.040 Enforcing official.
15.20.050 Right of entry.
~~15.20.060 Board of appeals.~~
15.20.070 Permits.
~~15.20.080 Fees.~~
15.20.090 Removal of signs.
15.20.100 Existing signs.
~~15.20.110 Indemnity and insurance.~~
~~15.20.120 Obscenity.~~
~~15.20.130 Sign on other's property.~~
15.20.135 Prohibited Signs
15.20.140 Residential areas.
15.20.150 General Commercial, Entry Commercial and Public Reserve areas.
15.20.155 Downtown Commercial
15.20.160 Industrial areas.
15.20.165 Business Park areas
15.20.167 Lighting of signs.
15.20.170 Temporary signs.
15.20.175 Nonconforming signs.
~~15.20.177 Off-premises sign.~~
~~15.20.180 Obstructing official signs.~~
15.20.190 Responsibility of owner.
15.20.195 Maintenance and safety.
~~15.20.200 Variances.~~
15.20.210 Violation-Penalty.

~~**15.20.010 Title.**~~

~~This chapter shall be known as the sign code of the city, may be cited as such, and will be referred to in this chapter as "this code." (Ord. 638 § 1, attached 1970)~~

~~**15.20.020 Adoption of Uniform Sign Code.**~~

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~~Sections S-201 through S-1402, inclusive, of the Uniform Building Code, Volume V, Signs, 1967 Edition, three copies of which are now on file in the office of the city clerk, are adopted by this reference, as if fully set forth in this section, as a part of this chapter. (Ord. 638 § 2, 1970)~~

15.20.030 Purpose and ~~scope~~ applicability.

The purpose of this chapter is to improve the quality of life and to harmonize the residential and business environments in the city. It is intended to improve the visual environment, permit signage consistent with the character of the community, reduce over-competition between signs, and reduce signs or advertising distractions and/or obstructions that may ~~continue~~ *contribute* to hazards or accidents. The use of signs shall be regulated by zone. This chapter is designed to recognize the communication needs of the business community, and encourage maintenance of those signs, but also to protect the public health, safety, welfare and aesthetics by regulating outdoor signs of all types. This chapter applies to all signs as defined by Section 15.20.035(Ord. 866 ß 1, 1987: Ord. 638 ß 3, 1970)

15.20.035 Definitions.

Unless otherwise set forth, the following words as used in Chapter 15.20 shall have the following meanings:

A. "Changeable copy sign (automatic)" means a sign on which the copy changes automatically on a lamp bank or through mechanical means, e.g., electrical or electronic time and temperature units.

B. "Double-faced sign" means a sign with two faces.

C. "Electrical sign" means a sign or sign structure in which electrical wiring, connections or fixtures are used.

D. "Flashing sign" means a sign which contains an intermittent or sequential flashing light source used primarily to attract attention. Does not include changeable copy signs, animated signs, or signs which, through reflection or other means, create an illusion of flashing of intermittent light.

E. "Freestanding sign" means a sign supported upon the ground by poles or braces structure designed and constructed to support the sign only and not attached to any building.

F. "Illegal sign" means a sign which does not meet the requirements of this code and which has not received legal nonconforming status.

G. "Maintenance" means, for purposes of this chapter, the cleaning, painting, repair or defective parts of a sign in a manner that does not alter the basic copy, design or structure of the sign.

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H. "Mural" shall mean a picture or picture-print combination that contains no advertising copy and which does not convey an advertising message which is painted on the exterior wall of a building or structure.

~~H~~ I. "Nonconforming sign" means:

1. A sign which was erected legally but which does not comply with subsequently enacted sign restrictions and regulations;

~~2. A sign which does not conform to the sign code requirements but for which a special permit the has been issued.~~

~~I~~ J. "Off-premises sign" means a sign structure advertising an establishment, merchandise, service or entertainment, which is not sold, produced, manufactured or furnished at the property on which the sign is located, e.g., "billboards" or "outdoor advertising."

~~J~~ K. "Owner" means a person recorded as such on official records. For the purpose of this chapter, the owner of property on which a sign is located is presumed to be the owner of the sign unless facts to the contrary are officially recorded or otherwise brought to the attention of the administrator, e.g., a sign leased from a sign company.

~~K~~ L. "Projecting sign" means a sign, ~~other than a flat wall sign~~, which is attached to and projects horizontally from a building wall ~~or other structure not specifically designed to support the sign~~ no further than twelve inches.

M. "Sandwich Board Sign" shall mean a portable sign capable of supporting itself through an "A" frame structure.

N. "Sign" shall mean any communication device , structure, placard or fixture that is visible fron any public right-of-way, pedestrian path or sidewalk and is intended to aid in promoting the sale of product, goods, services or events or to identify a building using graphics, letter, figures, symbols, trademarks or written copy.

~~L~~ O . Sign, Area of.

1. Projecting and Freestanding. The area of a freestanding or projecting sign shall have ~~only one~~ *all* faces ~~(the largest one)~~ of any double-faced or multi-faced sign counted in calculating its area. The area of the sign shall be measured as follows if the sign is composed of one or two individual cabinets:

a. The area around and enclosing the perimeter of each cabinet or module shall he summed and then totaled to determine total area. The perimeter of' measurable area shall ~~not~~ include embellishments such as pole covers, framing, decorative

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roofing, etc., ~~providing that there is not written advertising copy on such embellishments~~. Support structures shall not be included in the determination of total area unless the support structures contribute to the advertising message.

b. If the sign is composed of more than two sign cabinets or modules, the area enclosing the entire perimeter of all cabinets and/or modules, within a single, continuous geometric figure shall be the area of the sign. Pole covers and other embellishments shall ~~not~~ be included in the area of measurement ~~if they do not bear advertising copy.~~

~~2. Wall Signs. The area shall be within a single, continuous perimeter composed of any straight line geometric figure which encloses the extreme limits of the advertising message. If the sign is composed of individual letters or symbols using the wall as background with no added decoration, the total sign area shall be calculated by measuring the area with in the perimeter of each symbol or letter. The combined areas of the individual fixtures shall be considered the total sign area.~~

P. "Temporary Sign" means any sign or advertising display constructed of cloth, wood, canvas, light fabric, paper or other light materials with or without frames that is not permanently mounted and is intended to be displayed for a limited time only such as for political candidacy or special events.

~~M~~ Q. "Wall sign" means a sign ~~parallel to and extending not more than twelve inches from the wall of a building. This definition includes *any sign* painted on, individual letter and cabinet signs, and signs on a mansard.~~ attached, painted or erected on or parallel to the face of building to which it is attached and supported through out its entire length with the exposed face parallel to the plane of the building. Signs on or in windows will be regulated as wall signs. (Ord. 866 § 2, 1987)

R. "Public Service Sign" means a sign installed, maintained and controlled by the City of Cle Elum for the sole purpose of providing directions to locations and objects of interest to visitors and the traveling public and not to advertise a specific business or product.

15.20.040 Enforcing official.

The ~~building official~~ City Planner *or designee* is authorized and directed to enforce all the provisions of this code. ~~The city shall by resolution designate the person who is to act as building official.~~ (Ord. 638 § 4(a), 1970

15.20.050 Right of entry.

Upon presentation of proper credentials the city planner, building official or ~~his~~ their duly authorized representatives may enter at reasonable times any building, structure, or premises in the city to perform any duty imposed upon him by this code. The City shall

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make reasonable effort to inform the owner of the need to access the premises authorized by this section. (Ord. 638 § 4(b), 1970)

~~**15.20.060 Board of appeals.**~~

~~In order to provide for reasonable interpretation of the provisions of this code the city council is constituted a board of appeals, to which appeals may be made by any person aggrieved by a ruling under this chapter. All appeals must be made to the city council within ten days after date of the act or ruling appealed from; and the council shall allow the appellant a full hearing thereon and decide the appeal without undue delay. (Ord. 638 § 4(c), 1970)~~

15.20.070 Permits.

A. Permits Required. No sign shall hereafter he erected, moved, constructed, structurally altered or repaired except as provided by this title and a permit having been duly issued by the ~~sign inspector~~ City.

~~B. A separate permit shall be obtained for State Electrical Code Compliance~~

B. ~~Permits not required. Exceptions:~~ Permits are not required for the following activities or signs in all districts:

1. Changing of advertising copy without increasing sign size or characteristics;

2. Maintenance and cleaning of existing signs, provided such maintenance and cleaning does not include structural or electrical changes;

3. On-premises, nonelectrical signs, three square feet or less in size used for advertising the street address of the building and the name of the occupant or owner.

4. Non-illuminated real estate or contractors sign pertaining to the sale or lease of the premises or the construction or improvement of the property, not exceeding six square feet in area.

5. Public informational signs installed, maintained and controlled by the City of Cle Elum. Signs shall not exceed 25 square feet in area and are limited to no more than two signs at the west end of First Street and two signs at the east end of First Street.

(Ord. 866 B 5, 1987: Ord. 638 136, 1970)

C. Applications for sign permits shall be made to the City of Cle Elum on a form provided by the City. Applications shall include:

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1. Name, address, telephone number and other contact information of the applicant or authorized agent and the legal owner of the property upon which the sign is to be located;
2. If the applicant is not the property owner, a signed instrument from the property owner authorizing the application;
3. Street address, tax parcel number, and acreage of the subject property;
4. A description of the sign, either in writing or in plan form, that identifies the type of sign per this chapter, the type of structural support, sign height, sign area and method of illumination.
5. A site plan drawn to scale, at a minimum scale of one inch equals twenty feet, that includes the dimensions of the subject property, the proposed location of the sign, the dimensions of the sign, the location of existing development on-site, the location size and dimensions of any existing signs on-site and the location of any public or private roads abutting the property.
6. Lighting details, if applicable, including fixture type, wattage, shielding, and other information necessary to determine compliance.
7. The required application fee as set by the Cle Elum City Council.

E. Sign permits shall be processed as a Type I Application, as provided in CEMC 17.100.

F. Sign permits shall become invalid if work is not begun within 180 days of permit issuance. The City may authorize one (1) 180 day extension upon request of the applicant for circumstances beyond the applicants control that prohibit installation of the sign within the required time period.

~~**15.20.080 Fees.**~~
~~A schedule of fees covering sign permit fees and plan checking fees shall be established and amended as desired by resolution of the city council. (Ord. 1970) 638 B 5, 1970)~~

15.20.090 Removal of signs.
Any sign now or hereafter existing which, for a period of sixty days, no longer advertises a bona fide business conducted or product sold shall be taken down and removed by the owner, agent, or person having the beneficial use of the building, lot, or structure upon which the sign may be found. Upon failure to comply with this provision, the building official is authorized to cause removal of the sign and any expense incident thereto shall be paid by the owner of the promises or filed as a lien against the property. (Ord. 638 B 7, 1970)

15.20.100 Existing signs.
Every sign in existence upon the adoption of this code shall not be altered or moved unless ~~it is~~ made to comply with the provisions of this code. Any sign erected prior to the adoption of this code which is not in conformance therewith, shall be removed or altered to comply with this code within sixty days of being notified by the city of the non-conforming status ~~three years following adoption of this chapter~~; provided, that any sign

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found to be unsafe or hazardous to public health and safety by the building official shall be removed or repaired immediately~~, without regard to the three-year compliance period provided for in this section~~. (Ord, 638 B 8, 1970)

~~**15.20.110 Indemnity and insurance.**~~

~~Whenever a sign projects over a street public right-of-way or in any other way encroaches upon any city property, the owner of the sign shall file with the building official a written agreement to save the city harmless on account of any damage or injuries sustained as a result of the construction, operation, or maintenance of the sign and shall submit proof that he is protected by liability and property damage insurance in a sum not less than five thousand dollars property damage and twenty thousand dollars for personal injuries. (Ord. 638 B 9, 1970~~

~~**15.20.120 Obscenity.**~~

~~No person shall display on any sign any matter which is immoral or obscene. (Ord. 638 B 10, 1970)~~

~~**15.20.130 Sign on other's property.**~~

~~No person shall place or maintain a sign on property of another person without first obtaining per mission from the owner of the property. (Ord. 638 § 11, 1970)~~

15.20.135 Prohibited Signs

The following signs are prohibited in all districts within the City of Cle Elum except as specifically allowed as temporary signs:

A. Any sign not specifically listed as permitted in this chapter is prohibited unless otherwise provided by law;

B. Any sign which, by reason of its size, location, movement, content, coloring or manner of illumination may be confused with traffic control signs or signals, which determination shall be in the sole discretion of the responsible official.

C Stationary motor vehicles, trailers and related devices used to circumvent the intent of this Chapter.

D Signs which are attached to utility poles, trees, fences, rocks or natural features and other similar objects.

E. Roof signs or signs projecting or installed above the eave lines of buildings.

F. All lighted signs which are adjacent to and directed toward a residential district and which detract from the welfare of the residential district.

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G. Animated, moving, automatic changing copy, revolving, blinking or flashing signs, except public service signs such as those which only give the time, temperature and humidity.

H. Any sign or advertising display which obstructs in any way the vision of motorists entering or leaving public or private rights-of-way.

I. Signs oriented to Interstate 90.

J. Signs extending over the public right-of-way, with the exception of projecting signs, and any sign placed within the right-of-way.

K. Single pole mounted freestanding signs.

L. Off-premise signs, with the exception of public service signs controlled and installed by the City of Cle Elum.

M. Signs emitting pollutants such as smoke and sound.

N. Signs displaying unwarranted content (i.e. obscene language)

15.20.140 Residential areas.

~~In areas which are zoned *single-family and multi-family* residential in the city only the following nameplates and signs shall be permitted, and the following regulations shall apply:~~The following signs shall be permitted in all residential zoning districts in the City:

~~A. A nameplate, not exceeding two square feet in area, stating title or person practicing a profession, name of building, and name of agent;~~

~~B~~A. A ~~bulletin~~ wall mounted or freestanding sign, not exceeding fifteen square feet in area and six feet in height, erected upon the premises of a church or other institution for the purposes of displaying the name of the institution and its activities or services;

C. A land sales sign of twenty-five square feet or less, non-illuminated, advertising the sale or development of ~~lot~~ a subdivisions containing an area of not less than seven lots, erected upon the property so developed and advertised for sale; ~~provided, the size of the sign shall not exceed twenty-five square feet~~;

D. ~~A real estate sign, nonilluminated, not exceeding six square feet in area, pertaining to the sale or lease of the premises;~~

~~E. A contractor's sign, nonilluminated, advertising the development or improvement of a property by a builder, contractor, or other person furnishing service, materials, or labor to the premises; the sign shall not exceed six square feet in area;~~

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F. ~~No sign shall be erected upon, or applied to any roof. The term "sign" as used in this subsection shall not apply to a religious symbol, unaccompanied by lettering, when applied to the cornice, tower, or spire of a place of worship;~~

~~G. Permitted illumination of a sign, nameplate, or bulletin board shall be of a nonflashing type;~~

~~H. Signs shall be located at least fifteen feet back from the street property line of the premises on which they are erected or maintained, unless attached on the building;~~

~~I. Signs as referred to in this section and elsewhere in this chapter shall be constructed of durable materials and shall be kept in safe condition and good repair and appearance~~;

~~J. No permit for the erection, construction or maintenance of signs permitted under subsections C, D, and E of this section shall be issued for a period exceeding one year;~~

~~K. No permit for a billboard, exterior portable sign, or exterior wind-operated display or other display with moving parts shall be issued for my residential area.~~ (Ord. 638 § 12, 1970)

15.20.150 General Commercial, Entry Commercial areas and Public Reserve:
In areas ~~which are~~ zoned General Commercial, Entry Commercial and Public Reserve ~~commercial~~, the following regulations apply:

A. The aggregate sign area for any lot shall not exceed one and one-half (1 1/2) square feet for each foot of street frontage. Aggregate sign area for corner lots shall not exceed one (1) square foot for each foot of street frontage.

~~A. The exterior nameplates or signs on any building shall be as follows~~:

~~1.~~B. Projecting signs are permitted. Sign size shall not exceed ~~one hundred~~ forty-five (45) square feet of area and shall maintain a vertical clearance of 10 feet from the bottom edge of the sign to the sidewalk surface.

C.~~2.~~ Wall signs are permitted. ~~shall not be regulated as to size~~ Sign size shall not exceed ten (10) percent of the building facade on which they are located, and no more than two (2) signs are permitted per facade. For buildings with multiple tenants, maximum sign size shall be based on that portion of the façade occupied by each individual tenant.

D.~~3.~~ Freestanding signs are permitted. One freestanding sign is permitted per street frontage, provided that corner lots with less than 80 feet on each street shall be permitted only one freestanding sign. Freestanding signs shall not exceed two hundred square feet of total sign area, and no one face shall exceed one hundred (100) square feet. ~~Rooftop signs will be considered as "freestanding.~~ The maximum height for a freestanding sign

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shall not exceed the height of the building containing the activity being advertised and in no case shall exceed twenty-five (25) feet. The width of the support system for a freestanding sign shall be a minimum of eighty percent of the width of the sign face.

~~C. Commercial buildings with multiple occupancy shall comply with subsection A *B* of this section.~~

~~C~~*E*. Sandwich boards and portable signs are allowed under the following conditions:

1. They shall not exceed two feet in overall width and four feet overall height;

2. Must be wind-firm ~~or fastened~~ in some acceptable manner;

3. May not obstruct more than twenty percent of ~~public right-of-way~~ a sidewalk or right-of-way. A minimum clearance of clear passage shall be ~~four~~ six feet;

4. Shall not be placed in or on a street or alley right-of-way.

5. Shall be professionally done and shall consist of weather proof materials. Copy and images shall only indicate the name and type of business. Signs advertising individual or multiple product brands are not permitted (i.e. a specific brand of drink). Changeable copy is not permitted except for hand drawn lettering or graphics such as a chalkboard.

6. Shall be allowed only immediately in front of the business being occupied.

7. Only one sign is permitted per business

~~D. Signs shall be installed according to Uniform Building and Sign Code and shall not project beyond two/thirds of the distance from the property line to the street right-of-way.~~

~~E. Rapid Flashing signs are prohibited. Slow-rolling and automatic changeable copy signs that present no danger or *distraction are permitted consistent with the requirements of this Chapter*. shall conform to subsection F of this section.~~

~~F. Signs, lighted or unlighted, which interfere with traffic devices or traffic safety are prohibited, which determination shall be in the sole discretion of the chief of police, Washington State Department of Transportation or sign inspector.~~

~~G. Signs which imitate official traffic signs or signals as determined solely by chief of police, Washington State Department of Transportation or sign inspector shall be prohibited.~~

~~H. Total sign height shall not exceed thirty-six feet measured from top of sign to curb height.~~

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~~1G. Signs beneath overhangs or awnings shall be considered in subsection A of this section and are limited to one foot in height and three feet in length, and must have a minimum clearance of eight feet above curb height. ???~~

~~J. Permanent signs affixed to stationary or inoperable vehicles for the purposes of advertising are prohibited. This is not to include business, company or government entity vehicle identification.~~ (this subsection moved to Prohibited Signs)

~~K H. Signs must be installed a minimum of fourteen feet above curb height, except signs allowed in subsection I of this section. (Ord. 866 § 3, 198 7: Ord. 855 § 1, 1986)~~

15.20.155 Downtown Commercial

Signs in the Downtown Commercial zone shall be permitted as follows:

A. All signs shall be consistent with the historical and pedestrian character of the District.

B. The aggregate sign area for any lot shall not exceed one square foot for each foot of street frontage. The permitted signs enumerated in this subsection shall be subject to the total aggregate sign area.

C. Wall signs are permitted provided they do not total an area more than ten (10) percent of the building facade on which they are located. Each multi-tenant building may have one (1) identification wall sign for each street frontage.

D. Projecting signs shall not exceed forty-five (45) square feet of area and shall maintain a vertical clearance of 10 feet from the bottom edge of the sign to the sidewalk surface.

E. Sandwich board signs are allowed under the following conditions:

1. They shall not exceed two feet in overall width and four feet overall height;

2. Must be wind-firm ~~or fastened~~ in some acceptable manner;

3. May not obstruct more than twenty percent of a sidewalk or right-of-way. A minimum clearance of clear passage shall be six (6) feet;

4. Shall not be placed in or on a street or alley right-of-way.

5. Shall be professionally done and shall consist of weather proof materials. Copy and images shall only indicate the name and type of business. Signs advertising individual or multiple product brands are not permitted (i.e. a specific brand of product or service). Changeable copy is not permitted except for hand drawn letter ing or graphics such as a chalkboard.

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6. Shall be allowed only immediately in front of the business being occupied.

7. Shall not obstruct sight distance requirements on public streets.

15.20.160 Industrial areas.

In areas which are zoned Industrial, the following, regulations apply:

~~A. Signs erected in an area zoned industrial shall not exceed twenty-eight square feet nor be higher than six feet above grade.~~

A. The aggregate sign area for any lot shall not exceed one (1) foot for each foot of street frontage. The permitted signs enumerated in this subsection shall be subject to the total aggregate sign area.

1. Wall signs are permitted but shall not total an area more than fifteen (15) percent of the building facade on which they are located, and not exceed two (2) signs per facade.

2. Each structure may have one freestanding sign per street frontage, provided that corner lots with less than 80 feet on each street shall be permitted only one freestanding sign. Freestanding signs shall not exceed one hundred square feet of total sign area, and no one face shall exceed fifty (50) square feet. The maximum height for a freestanding sign shall not exceed the height of the building containing the activity being advertised and in no case shall exceed twenty-five (25) feet. The width of the support system for a freestanding sign shall be a minimum of eighty percent of the width of the sign face.

B. Buildings having multiple occupancy will be allowed individual signs as set forth in subsection A of this section.

~~C. In the event a building is located in such a manner that would allow passing traffic to enter is altered in either the front or rear, a sign equal to subsection A of this section will be permitted at the rear entrance also.~~

~~D. Rooftop signs shall not be permitted.~~

~~E. Entrance signs to industrial parks need not conform to subsection A of this section; however, approval of such signs by the city council is required~~ (freestanding sign???)

~~F. Signs erected at ground level in an area zoned industrial must be no more than one-half the distance from the building to the property line~~.

~~G. Electrically lighted signs may be installed in the building, parallel to the building only; electrically lighted signs may not be installed at right angles to the building. (Ord. 855 § 2, 1986)~~

15.20.165 Business Park Areas

Signs in the Business Park zone shall be permitted as follows:

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A. The aggregate sign area for any lot shall not exceed one (1) square foot for each foot of street frontage. The permitted signs enumerated in this subsection shall be subject to the total aggregate sign area.

B. Wall signs are permitted provided they do not total an area more than ten (10) percent of the building facade on which they are located. Each multi-tenant building may have one (1) identification wall sign for each street frontage

C. Each building may have one (1) freestanding sign per street frontage. The sign may not exceed a total of one hundred square feet for the total of all faces. No one face shall exceed fifty (50) square feet in area. The sign shall not exceed fifteen (15) feet in height. The width of the support system for a freestanding sign shall be a minimum of eighty percent of the width of the sign face.

15.20.167 Lighting of signs

A. Internal and exterior illuminated signs are allowed in all zones except R-1, RM and the Downtown commercial zoning district where only exterior illuminated signs are permitted.

B. No on ground lighting fixtures shall be permitted . Fixtures must be mounted to the bottom or top of the sign face and shall be shielded or mounted on curved standards to direct light to sign face only to minimize glare and off-sign lighting impacts. One mounted light shall be permitted per five square feet of sign area.

C. The illumination of signs shall not cause excessive light or glare that could result in the reduced visibility of official signs and approaching, merging or entering traffic.

D. Portable signs shall not be illuminated.

15.20.170 Temporary signs.

~~Temporary signs are defined as signs announcing political candidacy, special events or any sign which becomes meaningless due to the passage of time for a period of one year or less.~~ The following regulations apply to temporary signs:

A. Political signs shall be no larger than nine square feet,

B. Permission must be obtained from the appropriate property owner to erect a temporay sign ~~for which an individual seeks election to an office or position~~.

C. Political signs shall not be erected or displayed more than ninety days prior to an election.

D. Exterior political signs or event signs shall be removed not more than fifteen days following the applicable election or event date.

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E. A deposit fee of fifty dollars shall be required for temporary signs with an expiration date such as an election date or an event date. Upon removal of any such signs by the applicant or his or her agent within the time period specified in this section, the deposit set forth in this section shall be returned.

F. Non-political temporary signs are not permitted.

15.20.175 Nonconforming signs.

A. Existing signs that are nonconforming to the provisions of this chapter are permitted to continue subject to the provisions of subsection B of this section.

~~A.~~B. A nonconforming sign shall lose its status as a nonconforming sign if:

1. The sign is relocated or replaced; or

2. The structure or size of the sign is altered in any way. This section shall exclude normal and routine maintenance; or

3. The sign is destroyed or suffers damage of 50 percent or more value of the sign; or

4. The sign is not maintained consistent with 15.20.100

~~B. Maintenance. Nonconforming signs shall be subject to all requirements of this code regarding safety, maintenance and repair. If the sign suffers more than fifty percent appraised damage or deterioration, it must be brought into conformance with the ordinance codified in this chapter or removed.~~

~~C. All signs presently on premises in the commercial zone and installed prior to January 1, 1987, shall be allowed, except those signs constructed on, or interfering with the public right-of-way. (Ord. 866 §4,1987)~~

~~**15.20.177 Off-premises sign.**~~

~~A. Off-premises signs in the *General Commercial, Entry Commercial and Downtown* Commercial zones are not allowed except as set forth in subsection B of this section.~~

~~B. Existing off-premises signs in the *above* commercial zones as of January 1, 1987, shall be considered nonconforming signs hereafter.~~

~~C. Off-premises signs in the *Single-family, Multi-Family, Business Park* and residential or industrial zones are not allowed, and existing off-premises signs within the *above* residential or industrial zones must be removed. (Ord. 866 § 6, 1987)~~

~~**15.20.180 Obstructing official signs.**~~

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~~No sign shall be erected in such a manner as to confuse or obstruct the view of motorists on the streets of the city; nor in such manner as to confuse or obstruct the view or interpretation of any official traffic sign, signal or device. (Ord. 855 § 4, 1986; Ord. 638 § 13, 1970)~~

15.20.190 Responsibility of owner.

This chapter shall not be construed to relieve or lessen the responsibility of any person owning or operating or installing any sign for damages to property or injuries to persons caused by the construction, maintenance or operation of any sign or any defect therein, nor shall the city or any agent thereof be held or construed as assuming any such liability or responsibility by reason of the permits, fees and inspections provided for in this chapter. The minimum safety requirements and regulations prescribed in this chapter shall not relieve the property owner nor the person constructing or maintain ing a sign from the obligation of taking any additional steps necessary to make and keep the sign safe for persons and property. The city and other public agencies are not responsible for damage caused to signs overhanging the public right-of-way during maintenance operations or construction activities. (Ord. 855 § 5, 1986; Ord. 638 § 14, 1970)

15.20.195 Maintenance and safety.

All signs and components thereof must be maintained in good repair and in a safe, neat, clean and attractive condition.

15.20.200 Variances.

~~Recognizing that certain types of signs in residential, commercial and industrial areas are not possible given the dimensional requirements and standards for signs pursuant to the limitations in CEMC 15.20.140, Residential areas, CEMC 15.20.150, Commercial Areas, and CEMC 15.20.160, Industrial areas, such types of signs in those zones may not be detrimental to the public health, safety, morals and general welfare, depending on the facts of each particular case. Pursuant to this section, an applicant may seek a variance from the provisions contained in CEMC 15.20.140, 15.20.150 and 15.20.160, said permit, if granted, to be issued by the administrative authority of the Cle Elum Planning Department. Upon receipt of a properly filed application for variance on the form prescribed by the City of Cle Elum, the administrative authority of the Cle Elum Planning Department may permit and authorize a variance from the requirements of CEMC 15.20.140, 15.20.150 and 15.20.160, only when unusual circumstances cause undue hardship in the application of those ordinances and only when all of the following conditions and facts exist:~~

~~A. Unusual topographical, geological or other physical conditions exist on the property which prevent placement of a sign in accordance with the provisions of CEMC 15.20.140, 15.20.150 and 15.20.160~~

~~B. The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant appurtenant to the particular parcel of real property.~~

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~~C. The authorization of such variance will not be detrimental to the public welfare or injurious to property in the vicinity or zone in which the property is located.~~

~~D. That the granting of such variance will not adversely affect the realization and implementation of the comprehensive plan provisions applicable to said area. A variance so authorized shall become null and void and of no further legal effect after the passage of one year if no substantial construction has taken place.~~

~~E. Upon receipt of a peoperly filed appeal of an administrative determination for approval or denial of a variance, the City Council may permit and authorize, or deny, a variance from the requirements of CEMC 15.20.140, 15.20.150 and 15.20.160 after a fact finding public hearing thereon.~~

~~F. The granting of a variance under this section shall be in the public interest. A variance shall be made only when all of the conditions and facts identified within subsections A through D of this section are found to exist by the administrative authority of the Cle Elum Planning Department, or the Cle Elum City Council upon appeal and fact-finding public hearing thereon.~~

15.20.210 Violation-Penalty.

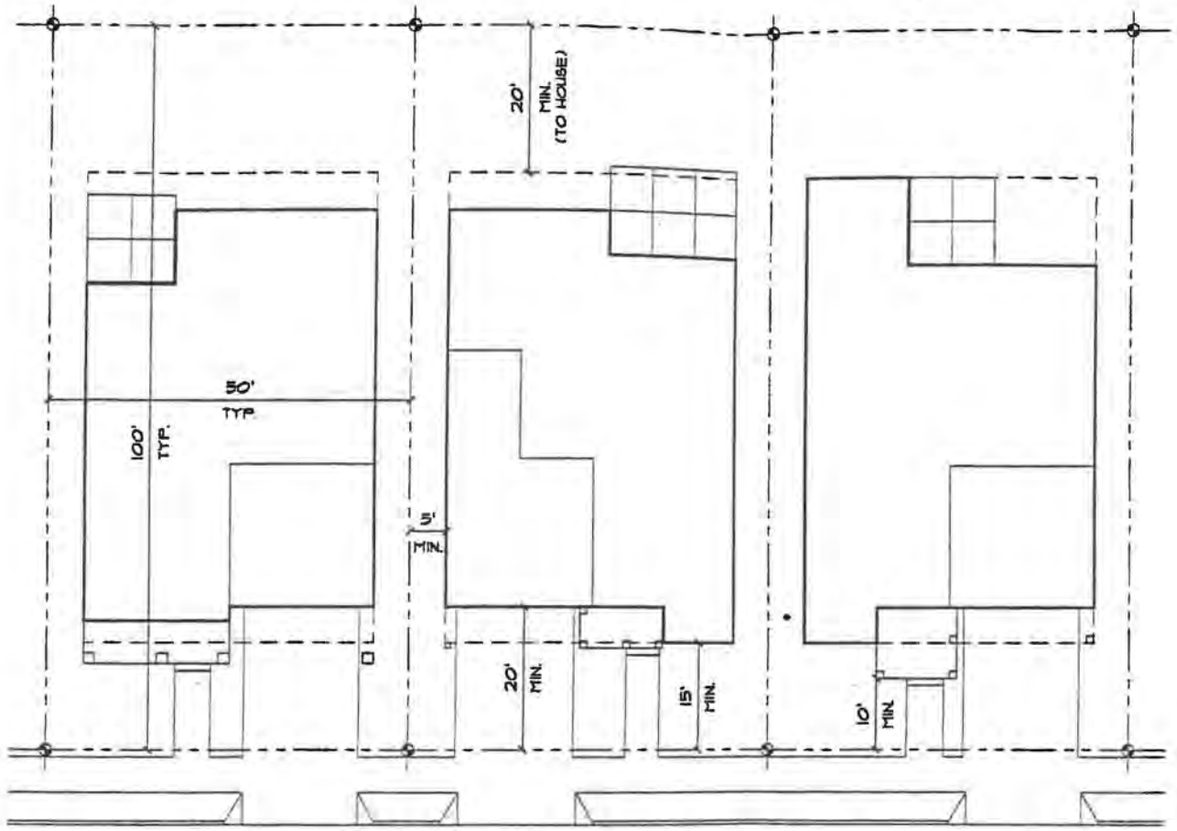
It is unlawful ~~for any person (as used in this chapter person means any person, firm, corporation or group)~~ to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any sign or structure in the city, or cause or permit the same to be done, contrary to or in violation of any of the provisions of this code.

Each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed, continued, or permitted, and upon conviction of any such violation shall be punished as set forth in Chapter 1.16 of this code. Any sign which is located in the right-of-way in violation of this chapter may be removed by any city official and disposed of without the notification or consent of the sign owner. (Ord. 855 §§ 7, 8, 1986; Ord. 638 § 15, 1970)

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Appendix D – Referenced Figures from Master Site Plan Application

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Conceptual rendering for illustrative purposes only.

Single Family Detached

50' x 100' Front-loaded

Typical Lot Size:
5000 S.F.

Typical Lot Dimensions:
(50' x 100')

Density Range:
5-7 Dwelling Units/Acre

Design Standards:

15' Front yard setback
10' Porch setback
20' Garage setback
5' Side yard setback
20' Rear yard setback
35' Maximum height

Lot Coverage:
35-45%

Impervious Cover:
55% (2750 S.F.)

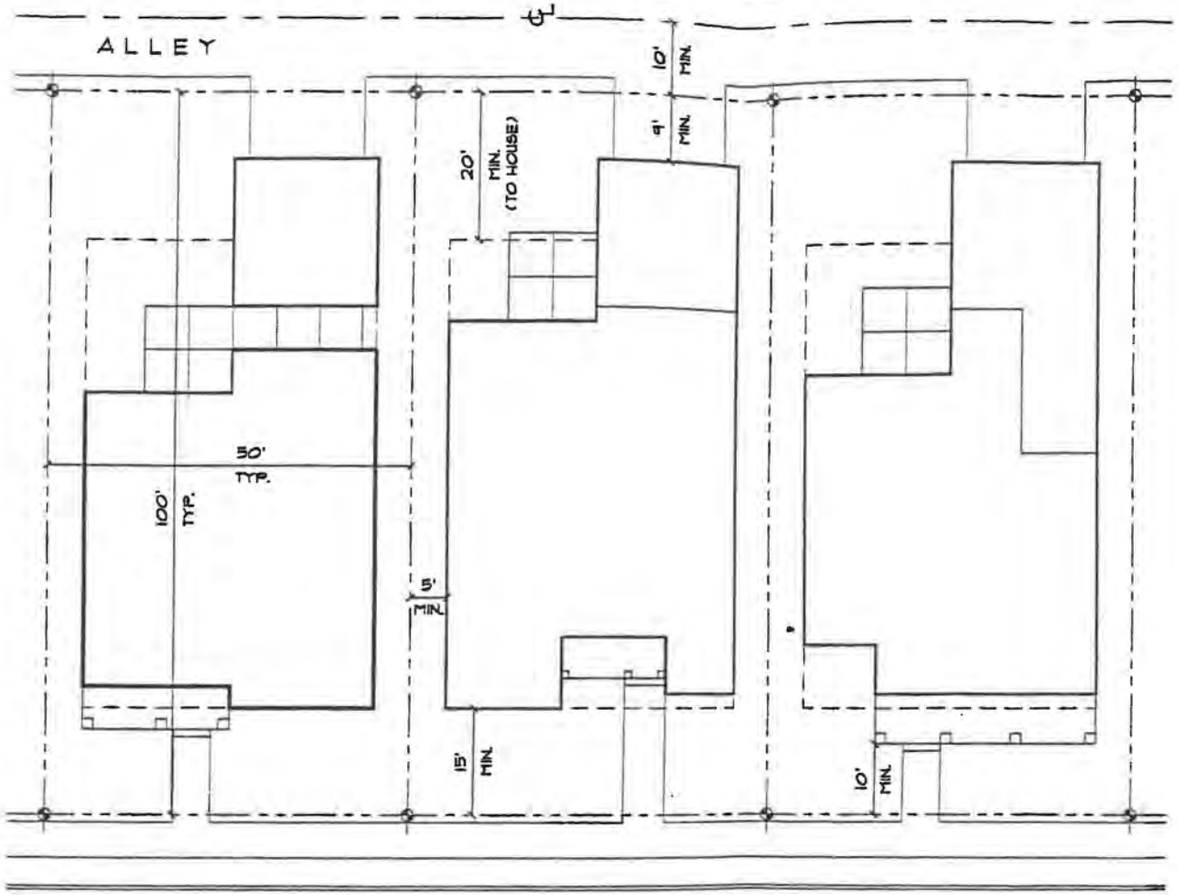
HACKWORTH AGRITECTURE-PLANNING-PS

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Cle Elum UGA

Trendwest Master Site Plan Application

Figure C3.1.1
Single Family Templates





Conceptual rendering for illustrative purposes only.

Single Family Detached

50' x 100' Alley-loaded

Typical Lot Size:
5000 S.F.

Typical Lot Dimensions:
(50' x 100')

Density Range:
5-7 Dwelling Units/Acre

Design Standards:

15' Front yard setback
10' Porch setback
9' Garage setback (from alley)
5' Side yard setback
20' Rear yard setback
35' Maximum height

Lot Coverage:
35-45%

Impervious Cover:
55% (2750 S.F.)

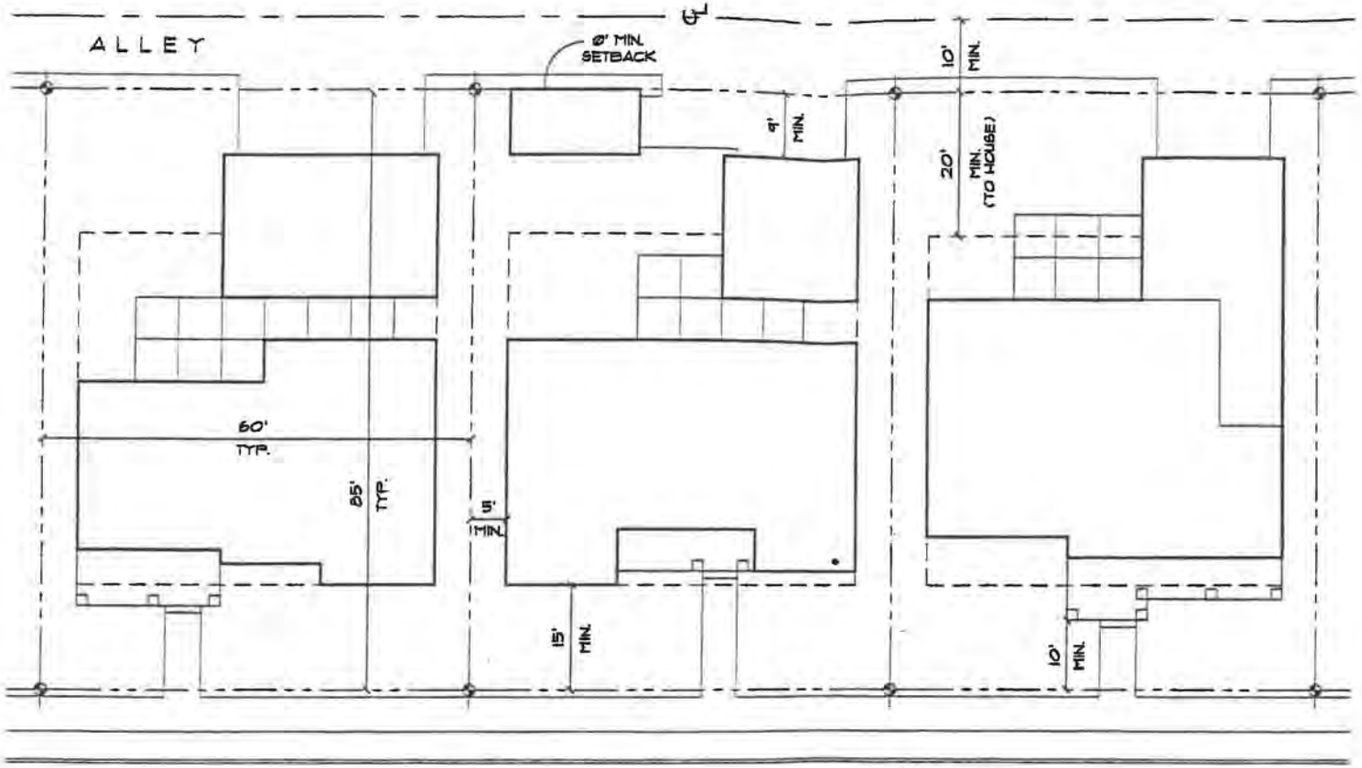
Single Family Detached

60' x 85' Alley-loaded

Typical Lot Size:
5100 S.F.

Typical Lot Dimensions:
(60' x 85')

Density Range:
4-6 Dwelling Units/Acre





Conceptual rendering for illustrative purposes only.

Design Standards:

15' Front yard setback
10' Porch setback
9' Garage setback (from alley)
5' Side yard setback
20' Rear yard setback
35' Maximum height

Lot Coverage:
35-45%

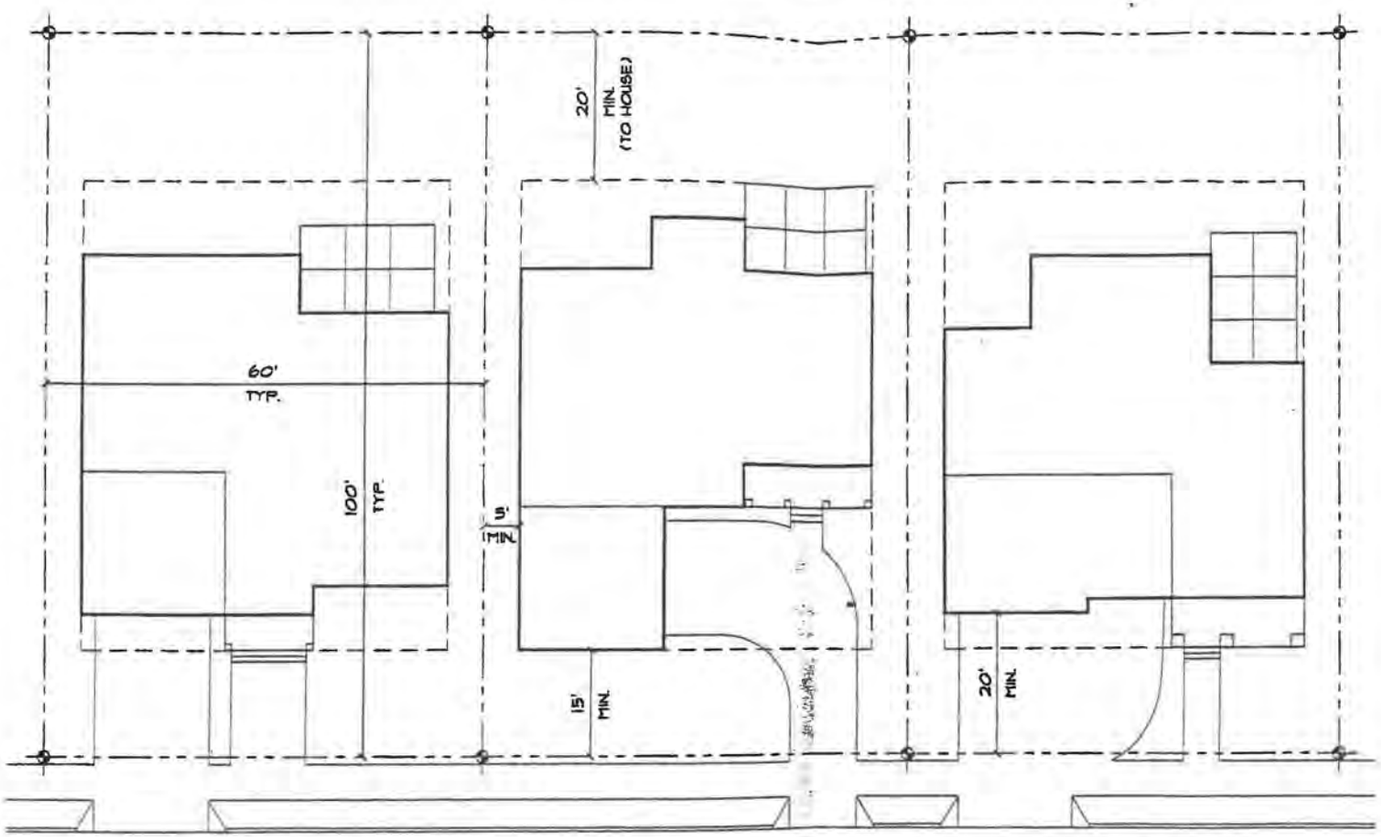
Impervious Cover:
55% (2805 S.F.)

HACKWORTH ARCHITECTURE-PLANNING-PS

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Cle Elum UGA
Trendwest Master Site Plan Application

Figure C3.1.3
Single Family Templates





Conceptual rendering for illustrative purposes only.

Single Family Detached

60' x 100' Front-loaded

Typical Lot Size:
6000 S.F.

Typical Lot Dimensions:
(60' x 100')

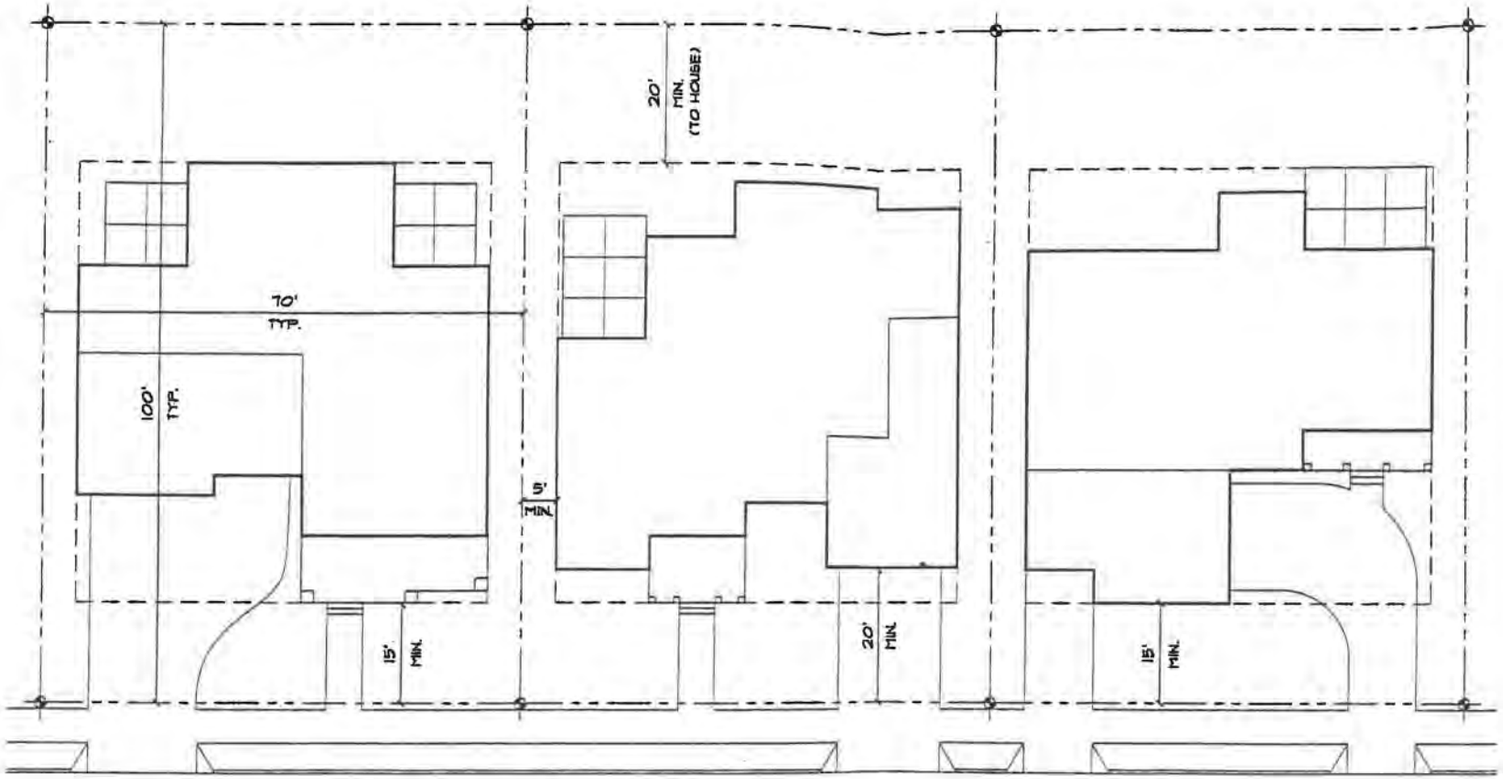
Density Range:
3-5 Dwelling Units/Acre

Design Standards:

15' Front yard setback
10' Porch setback
20' Garage setback
5' Side yard setback
20' Rear yard setback
35' Maximum height

Lot Coverage:
35-45%

Impervious Cover:
55% (3300 S.F.)





Conceptual rendering for illustrative purposes only.

Single Family Detached

70' x 100' Front-loaded

Typical Lot Size:
7000 S.F.

Typical Lot Dimensions:
(70' x 100')

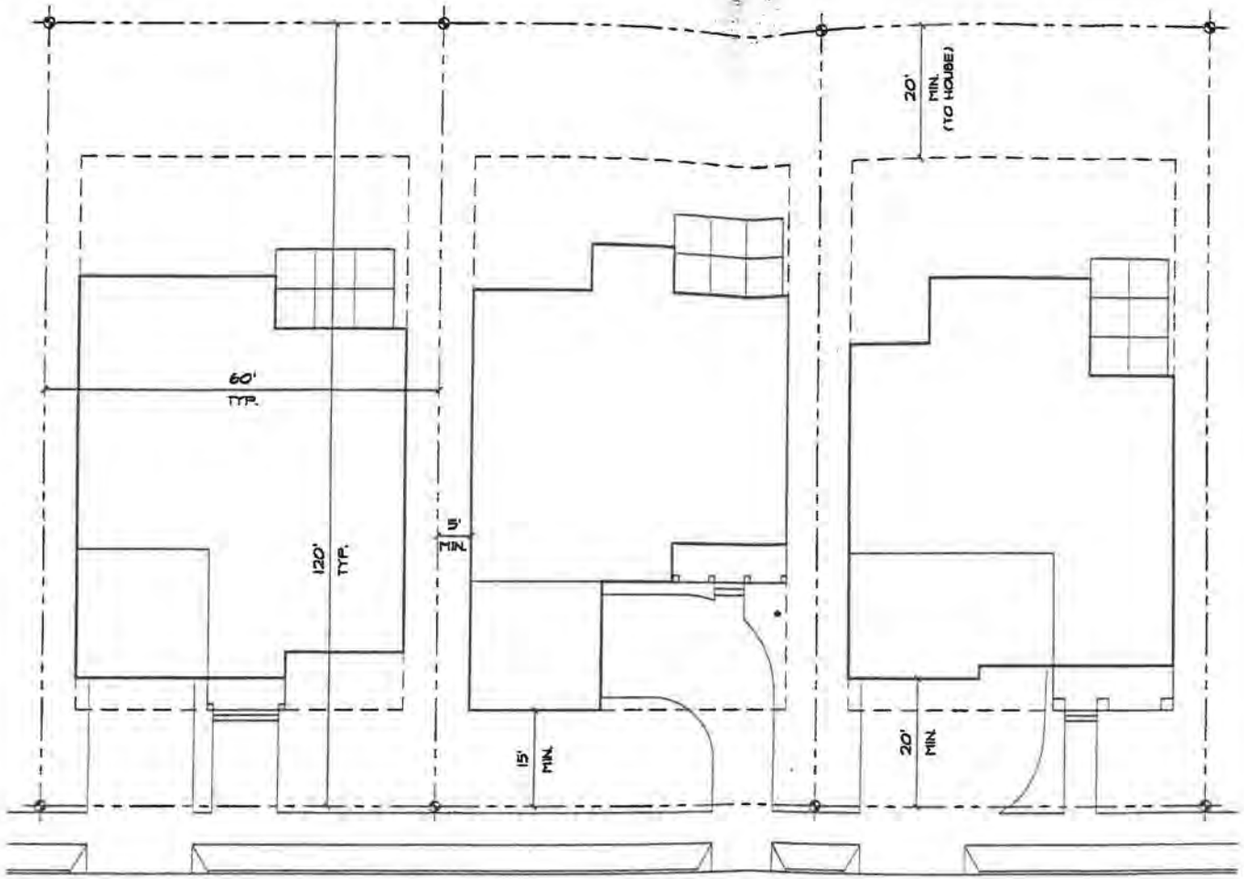
Density Range:
3-5 Dwelling Units/Acre

Design Standards:

15' Front yard setback
10' Porch setback
20' Garage setback
5' Side yard setback
20' Rear yard setback
35' Maximum height

Lot Coverage:
35-45%

Impervious Cover:
55% (3850 S.F.)





Conceptual rendering for illustrative purposes only.

Single Family Detached

60' x 120' Front-loaded

Typical Lot Size:
7200 S.F.

Typical Lot Dimensions:
(60' x 120')

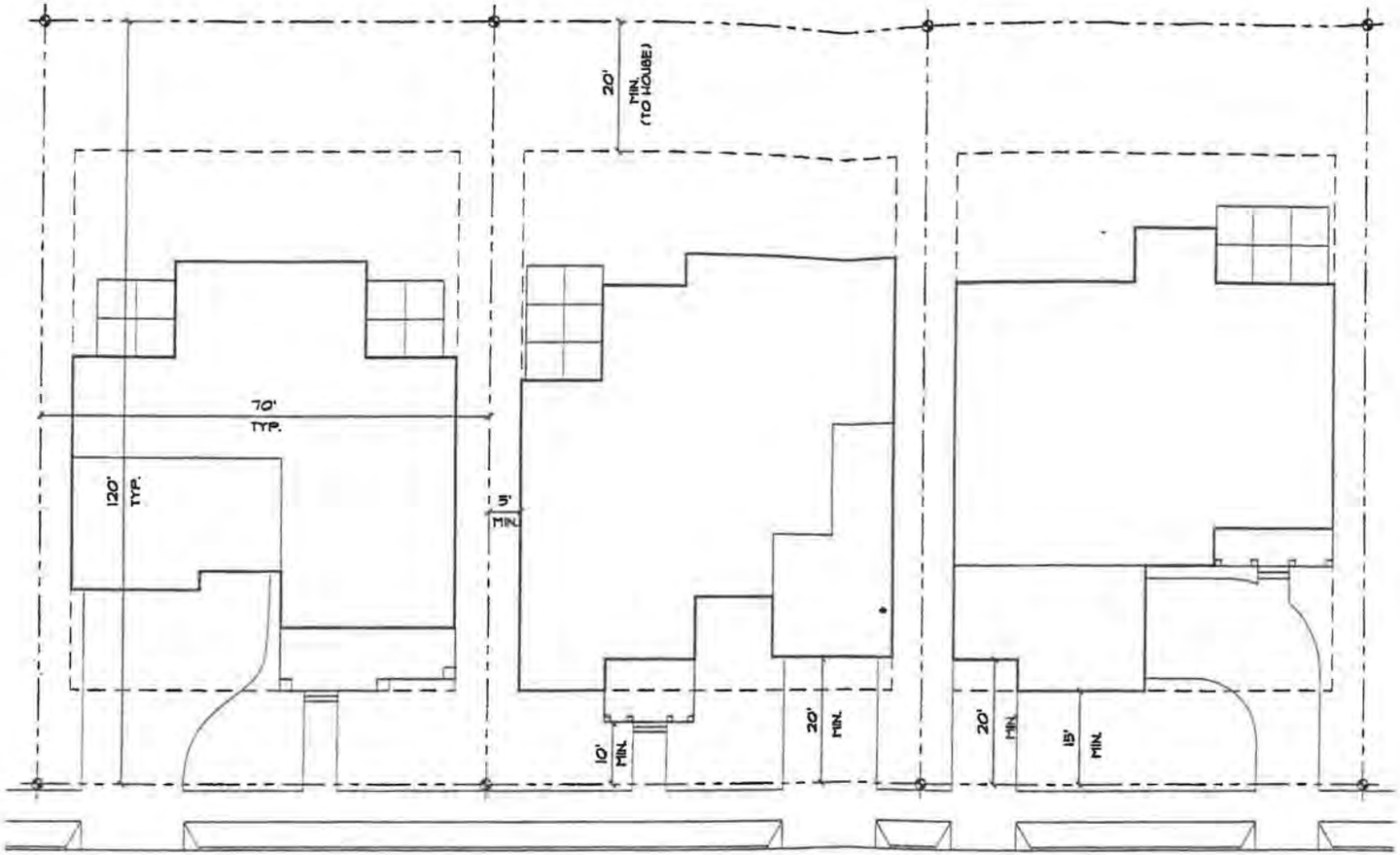
Density Range:
2-4 Dwelling Units/Acre

Design Standards:

15' Front yard setback
10' Porch setback
20' Garage setback
5' Side yard setback
20' Rear yard setback
35' Maximum height

Lot Coverage:
35-45%

Impervious Cover:
50% (3600 S.F.)





Conceptual rendering for illustrative purposes only.

Single Family Detached

70' x 120' Front-loaded

Typical Lot Size:
8400 S.F.

Typical Lot Dimensions:
(70' x 120')

Density Range:
2-4 Dwelling Units/Acre

Design Standards:

15' Front yard setback
10' Porch setback
20' Garage setback
5' Side yard setback
20' Rear yard setback
35' Maximum height

Lot Coverage:
35-45%

Impervious Cover:
50% (4200 S.F.)

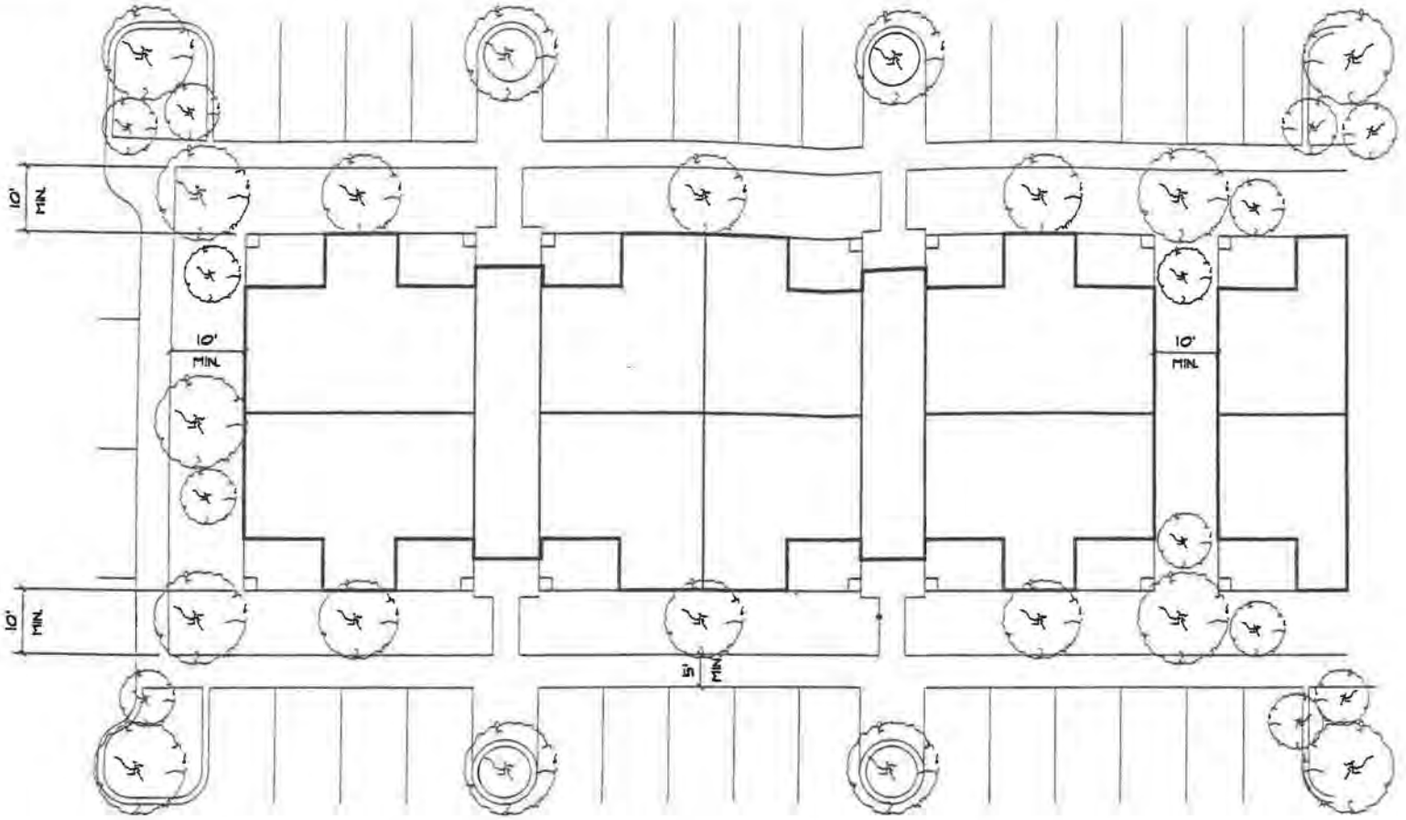
HACKWORTH ARCHITECTURE-PLANNING-PS

F-01

Cle Elum UGA

Trendwest Master Site Plan Application

Figure C3.1.7
Single Family Templates

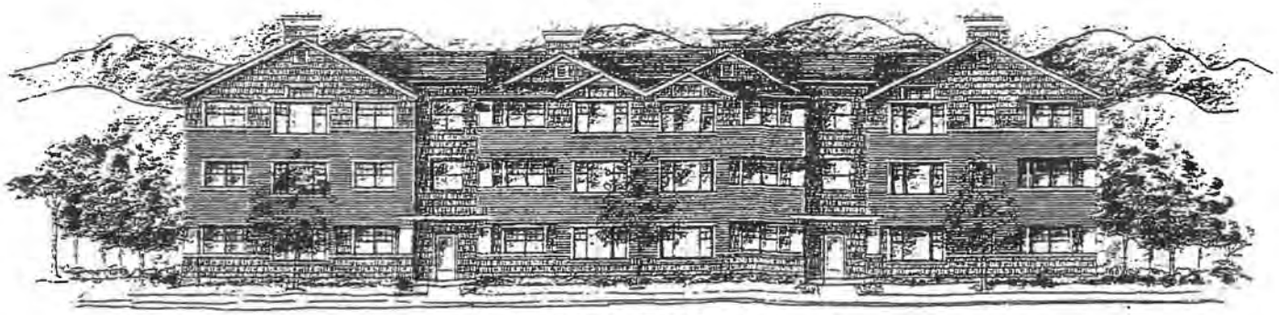


Stacked Flat Apartments

Typical Building Size:
6000-8000 S.F. Footprint
3 Stories
On-Site Parking

Typical Number of Units:
24

Density Range:
8-15 Dwelling Units/Acre



Conceptual rendering for illustrative purposes only.

Design Standards:

10' Building setback
10' Porch setback
10' Minimum between buildings
35' Maximum height

Impervious Cover:
85%

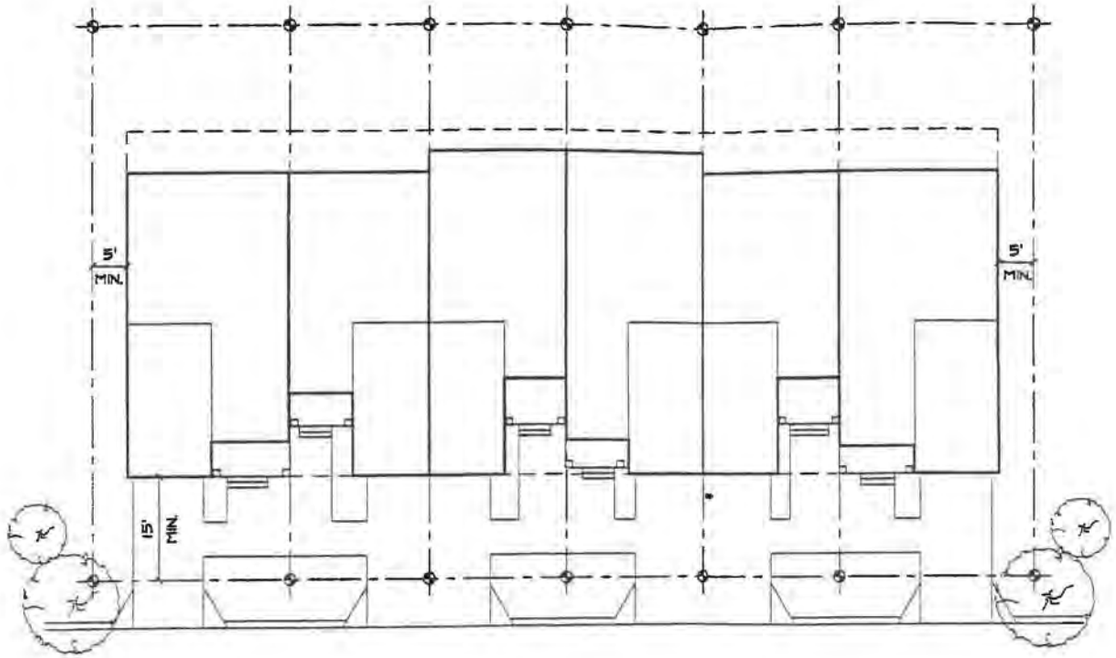
HACKWORTH ARCHITECTURE-PLANNING-PS

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Cle Elum UGA
Trendwest Master Site Plan Application

Figure C3.2.1
Multi-Family Templates

Townhomes



Typical Building Size:
6000-8000 S.F. Footprint
2 1/2 - 3 Stories
Private Garages

Typical Number of Units:
5-6

Density Range:
8-15 Dwelling Units/Acre



Conceptual rendering for illustrative purposes only.

Design Standards:

10' Building setback
10' Porch setback
15' Garage setback
5' Side yard setback
35' Maximum height

Impervious Cover:
85%

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F-01

Cle Elum UGA
Trendwest Master Site Plan Application

Figure C3.2.2
Multi-Family Templates

ATTACHMENT 3

12/17/99 Mediation and Arbitration Agreement

MEDIATION AND ARBITRATION AGREEMENT

between

THE CITY OF CLE ELUM, WASHINGTON

and

TRENDWEST PROPERTIES, INC.

THIS MEDIATION AND ARBITRATION AGREEMENT (the "Agreement") is entered into between the City of Cle Elum ("City"), a second class municipal corporation organized under the laws of the state of Washington, and Trendwest Properties, Inc., a Washington corporation.

RECITALS

WHEREAS the City is a second class municipal corporation organized under the laws of the state of Washington and located in Kittitas County, Washington.

WHEREAS JELD-WEN, iNC. ("JELD-WEN") is an Oregon corporation registered to do business in the state of Washington and is the owner of approximately 1,120 acres of real property located in the Bullfrog Flats area of Kittitas County, which lies wholly within the Urban Growth Area ("UGA") of the City, and which is being considered for annexation into the City ("UGA Property").

WHEREAS Trendwest Properties, Inc. ("Trendwest"), a wholly-owned subsidiary of Trendwest Resorts, Inc., is a majority subsidiary of JELD-WEN. Trendwest is authorized by JELD-WEN to conduct residential, commercial and recreational development activities on the JELD-WEN Property.

WHEREAS Trendwest and the City are presently negotiating agreements relating to, among other things, payment of professional/consultant staff services, joint

participation in the construction and funding of water treatment and wastewater treatment facilities, and a pre-annexation agreement for the UGA Property. Trendwest and the City recognize that additional agreements between them may be negotiated and executed in the future including, but not limited to, developer extension agreements for water and wastewater service, and a development agreement for the UGA Property.

WHEREAS the purpose of this Agreement is to establish a uniform process for expeditiously resolving disputes that arise both during the negotiation of agreements between Trendwest and the City, as well as disputes regarding agreements entered into between the parties subsequent to the execution of this Agreement.

The following Agreement is made upon the basis of the foregoing Recitals, and in consideration of the mutual promises and covenants herein, and the mutual benefits to be derived by the parties therefrom.

AGREEMENT

1. **Application of Mediation and Arbitration Provisions.** Any dispute, controversy, disagreement or impasse which the parties cannot resolve informally through their respective appointed negotiators (hereinafter a "Dispute") arising during the negotiation of agreements between Trendwest and the City shall be addressed through the mediation process set forth in Section 2 below. Any Dispute or claim arising out of an agreement entered into between Trendwest and the City following execution of this Agreement shall also be addressed through the mediation process set forth in Section 2 below; however, if the parties are not able to resolve the Dispute or claim through mediation, it may then be resolved through binding arbitration as set forth in Section 3 below.

2. **Mediation.** The parties agree to the following mediation process to resolve any Disputes arising during the negotiation of any agreement between Trendwest and the City, as well as for resolving any Dispute or claim arising from an agreement entered into by the parties following execution of this Agreement.

2.1 Notice of a Dispute. In the event of a Dispute, a party may provide written Notice of Dispute to the other party. The Notice of Dispute shall describe the nature of the Dispute. The Parties shall meet within ten (10) days of the receipt of a Notice of Dispute in an effort to resolve the Dispute informally.

2.2 Notice of a Demand for Mediation. If the parties are unable to resolve the Dispute informally pursuant to Section 2.1 above, either party may give written Notice of a Demand for Mediation ("Notice of Mediation") to the other party. Within five (5) days of the receipt of a Notice of Mediation, the parties shall select a mediator meeting the qualification requirements set forth in Subsection 3.3 below.

2.3 Mediation Meeting/Discovery; Venue. A meeting with the mediator shall be held within fourteen (14) days from the appointment of the mediator, on a date and at a time selected by the mediator after consulting with the parties. The mediator shall work with the parties to produce a suitable compromise. The mediator shall establish the format of the mediation meeting.

3. **Arbitration.** In the event any Dispute or claim arising from an agreement executed by and between Trendwest and the City subsequent to the execution of this Agreement is not resolved through mediation as set forth in Section 2 above, the Dispute or claim shall, upon demand made by either party, be resolved by expedited mandatory, binding arbitration as set forth in this section. Nothing in this section shall restrict or

limit the ability of any party to obtain injunctive relief in superior court if such injunctive relief is necessary to avoid imminent or irreparable harm to either of the parties, which might occur prior to or during the pendency of the arbitration process described herein.

3.1 Notice of Demand for Arbitration. Either party may demand arbitration under this section by providing the party with written Notice of Demand for Arbitration ("Notice of Demand"). The notice shall describe the reasons for the demand, the nature of the dispute and the amount, if any, of any disputed monetary sum.

3.2 Appointment of Arbitrator. Within ten (10) days of the receipt of the Notice of Demand, the parties shall agree upon a single arbitrator meeting the qualification requirements described below. If the parties are unable to agree upon an arbitrator within the ten (10) day period, the parties shall submit a request for appointment of an arbitrator to the Seattle office of the American Arbitration Association (the "AAA"). The AAA shall have fifteen (15) days from the date of submission of such request to designate an arbitrator meeting the qualification requirements described below. If the AAA is unable to find an arbitrator meeting the qualification requirements within such fifteen (15) day period, then within the earlier of ten (10) days from the expiration of such fifteen (15) day period or the receipt of notice from the AAA of its inability to find a suitable arbitrator, the parties shall request that the then Presiding Judge of the Superior Court for Kittitas County appoint an arbitrator who, in such judge's sole discretion, meets or most nearly meets the qualification requirements described below.

3.3 Qualification Requirements. The mediator or arbitrator appointed in accordance with Subsections 2.2 and 3.2 above must be a licensed attorney with experience as a mediator or arbitrator, and with a minimum of fifteen (15) years of

cumulative experience in the areas of municipal law, land use law, and commercial real estate or commercial litigation.

3.4 Arbitration Hearings/Discovery; Venue. The arbitration hearing shall occur within thirty (30) days from the date on which the arbitrator is appointed as described above. The hearing shall in no event last longer than three (3) consecutive business days. There shall be no discovery or dispositive motion practice (such as motions for summary judgment or to dismiss or the like) except as may be permitted by the arbitrator. The arbitrator shall not be bound by any rules of civil procedures or evidence, but rather shall consider such writings and oral presentations as reasonable business persons would use in the conduct of their day-to-day affairs and may require the parties to present the case in a manner as the arbitrator may determine to be appropriate, including submission of written declarations in a timely fashion. It is the intention of the parties to limit live testimony and cross-examination to the extent necessary to ensure a fair hearing to the parties on all issues. The venue of any arbitration hearing conducted pursuant to this agreement shall be in Kittitas County, Washington.

3.5 Decision. The arbitrator's decision shall be made within thirty (30) calendar days of the commencement of the arbitration hearing. The arbitrator shall have no authority to fashion a compromise resolution of the dispute that has not been presented by either of the parties. The award shall be final and judgment may be entered in any court having jurisdiction thereof. The arbitrator may award specific performance.

4. Notices. Notices under this Agreement must be delivered personally or by depositing the same in the U.S. mail, certified, return receipt requested, postage prepaid,

properly addressed and sent to the following addresses or such other addresses as each party may from time to time designate by written notice to the other:

If to Trendwest Properties:	c/o Trendwest Properties, Inc. 109 S. First Street P.O. Box 887 Roslyn, WA 98941-0887 Attn: J. Michael Moyer
with a copy to:	Cairncross & Hempelmann, P.S. 70th Floor, Columbia Center 701 Fifth Avenue Seattle, WA 98101-1024 Attn: John W. Hempelmann
if to Cle Elum:	City of Cle Elum 119 West First Street Cle Elum, WA 98922 Attn: Mayor
with a copy to:	Cone, Gilreath, Ellis, Cole & Anderson 200 E. Third Ave. P.O. Box 499 Ellensburg, WA 98926 Attn: Erin L. Anderson, Cle Elum City Attorney

5. **Entire Agreement.** This Agreement is entered into relative to prospective dispute resolution except to the extent that the parties have entered into contracts and agreements with professional, staff, and consultants containing pre-existing dispute resolution provisions, which shall not be impaired by this Agreement. This Agreement is intended to supersede and otherwise replace those dispute resolution procedures contained in the April 13, 1999 Memorandum of Understanding between the parties. All other provisions contained in the April 13, 1999 Memorandum of Understanding shall remain in full force and effect and otherwise unaffected by this Agreement.

6. **Authority.** The parties represent and warrant to each other that the individual signing below has full power, authority and legal right to execute and deliver this Agreement and thereby to legally bind the party on whose behalf such person signed.

7. **Severability.** In the event that any term, condition, provision, clause, or portion of this Agreement is deemed by a court of competent jurisdiction to be unlawful, in excess of authority, void, unconstitutional, or unenforceable or in conflict with any other applicable provision, condition, clause or other portion of this Agreement, it is the intent of the parties that the remainder of the Agreement shall be unaffected and shall continue in full force and effect to carry out the intent of the parties. To this end, any disputed terms and conditions are declared by the parties to be severable from the others.

Dated this 7th day of December, 1999.

TRENDWEST PROPERTIES, INC., a Washington corporation

By _____
Name J. Michael Mayer
Title Exec. V.P.

CITY OF CLE ELUM, WASHINGTON

By _____
Gary Berndt, Mayor

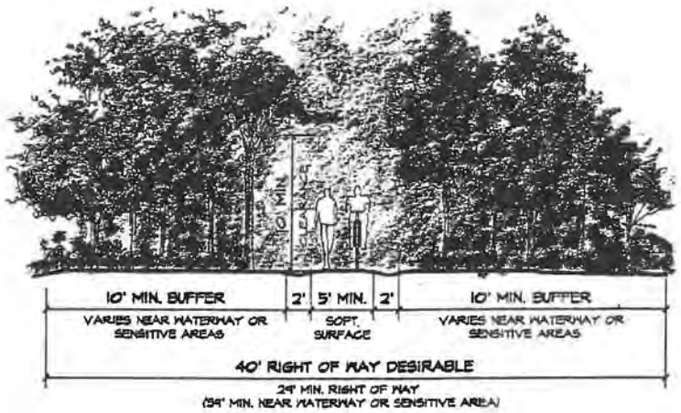
Witnesseth:

_____
DeLiela Bannister, Cle Elum City Clerk

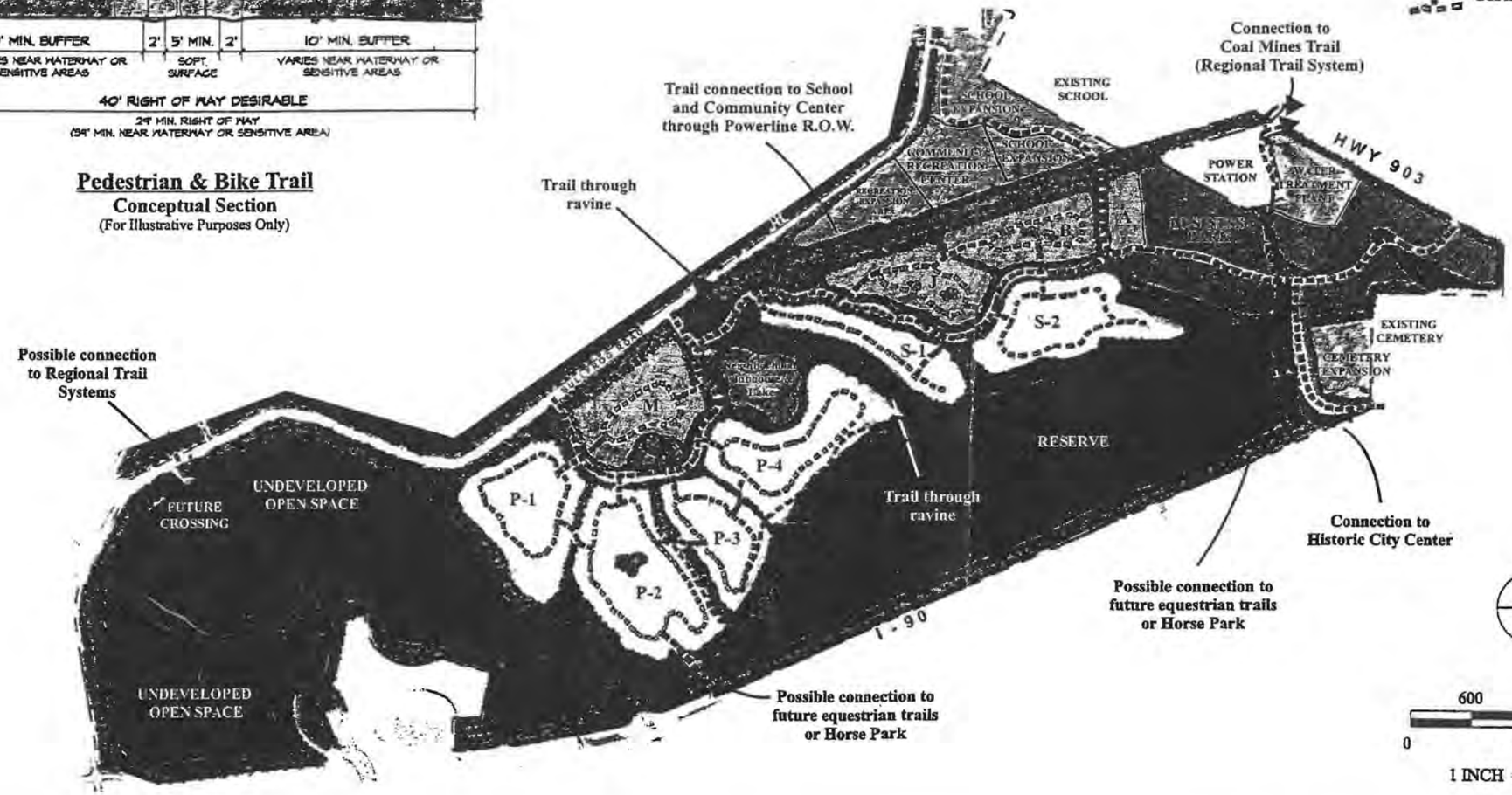
F-01

ATTACHMENT 4

Trail and Pedestrian Circulation Plan



Pedestrian & Bike Trail
Conceptual Section
(For Illustrative Purposes Only)



HACKWORTH
ARCHITECTURE • PLANNING • PS

Cle Elum UGA

Trendwest Master Site Plan Application

Attachment 4

F-01

ATTACHMENT 5

Draft Mountain Star MPR Transportation Monitoring Program Dated 4/30/02

FINAL DRAFT

MountainStar MPR
Transportation Monitoring Program

04/30/02

Introduction

Condition 17 of the MountainStar MPR Conditions of Approval (dated 10/10/00) outlines the elements of a required transportation monitoring program. The purpose of this program is to provide information both to confirm the appropriate timing and scope of traffic mitigation measures identified in the MountainStar MPR Conditions of Approval as well as to establish a mechanism to identify unforeseen MPR traffic related impacts that may require additional mitigation. It is also the intent of this program to provide a mechanism to clearly identify traffic volumes generated by the MPR from those volumes generated by other projects in the area or unrelated growth in background traffic volumes. The purpose in separating MPR generated traffic from other traffic volumes is to establish the basis for determining the MPR and public fair shares of any traffic related improvements that the Monitoring Program identifies. It is important to recognize that, by law, the MPR can only be held responsible for its proportionate share of the cost of potential improvements. It cannot be required to correct existing deficiencies in the road network or be held responsible for traffic volumes that are unrelated to MPR development.

Monitoring Program Elements

1. Monitoring Timetable

The Monitoring Program will be initiated in two phases. Phase I monitoring will commence following preliminary plat approval. If preliminary plat approval is completed within 45 days of the initial monitoring period, the Public Works Director may allow monitoring to be delayed one year. Phase I monitoring will be limited to mechanical tube counts at all MPR entry points that are open to the general public or MPR development activities, the approaches to the intersection of Bullfrog Road and SR 903, and the segment of Bullfrog Road immediately north of the I-90 interchange. Phase I monitoring will be conducted as described under Section 3.A.1.

Phase II monitoring will begin during the monitoring period following the issuance of permits for the first 500 dwelling units and continue on an annual basis thereafter. Phase

II monitoring will consist of Phase I mechanical tube count locations along with the remaining elements of the monitoring program as described in Section 3 below.

The Public Works Director has the discretion to grant a request to exempt all or specific elements of Phase II monitoring or return to Phase I monitoring levels if MPR development is delayed or other factors indicate that monitoring would not provide new information required to plan or schedule transportation improvements. (17-a) Trendwest shall submit requests for exemption to the Public Works Director a minimum of 45 days prior to the monitoring period(s) affected.

The monitoring period will consist of the Friday and weekend prior to the Labor Day weekend, the week prior to Labor Day, and Labor Day weekend. (17-e)

2. Monitoring Program Costs

The Monitoring Program will be conducted at the sole expense of the MPR. (17-c)

3. Types of Monitoring and Methodology

Traffic volumes will be monitored using four complementary methodologies that together will create a comprehensive profile of MPR and local area traffic volumes, circulation patterns, and MPR travel characteristics.

A. General Program Elements

1) Road Segments (17-e)

Directional volumes on selected road segments will be monitored with mechanical tube counters. The counters will be in place throughout the monitoring period and will provide directional traffic volumes for each 15 minutes of the monitoring period.

This data will be used to evaluate general road segment operations, determine circulation patterns, and separate MPR traffic volumes from general background traffic volumes.

Directional traffic volume data will be collected at the following locations for the monitoring phases that are checked:

Mechanical Tube Count Locations

	Location	Phase I	Phase II
1	I-90 EB off-ramp at Bullfrog Road		✓
2	I-90 WB on-ramp at Bullfrog Road		✓
3	Bullfrog Road north of I-90	✓	✓
4	Bullfrog Road south of SR-903	✓	✓
5	SR-903 east of Bullfrog Road	✓	✓
6	SR-903 west of Bullfrog Road	✓	✓
7	SR-903 just west of Ronald		✓
8	Horvat Rd. west of 7th Street		✓
9	W. First Street east of WB I-90 on-ramp (Cle Elum)		✓
10	W. 2nd St. (SR-903) west of Oakes St. (Cle Elum)		✓
11	SR 903 west of SR 970 (Cle Elum)		✓
12	W. Pennsylvania Ave. west of 2nd St. (Cle Elum)		✓
13	SR-903 east of Morrel Road		✓
14	MPR accesses on Bullfrog Road	✓	✓
15	MPR accesses on SR-903	✓	✓
16	Other MPR accesses	✓	✓
17			
18			
19			
20			

A map illustrating these locations is attached.

2) Intersections (17-e)

Upon the initiation of Phase II of the monitoring program, turning movement volumes at selected intersections will be documented through manual counts made between 3 and 6 PM on the Saturday prior to the Labor Day weekend. This information will be used to analyze the operational characteristics of the intersections as well as determine the directional distribution of MPR traffic at MPR accesses.

Turning movement counts will be made at the following intersections:

	Intersections
1	I-90 EB ramp at Bullfrog Rd.
2	I-90 WB ramp at Bullfrog Rd.
3	SR-903 / Bullfrog Rd.
4	SR-903 / W. Pennsylvania Ave (Roslyn)
5	W. First St. / S. Cle Elum Rd. (Cle Elum)
6	W. First St. / N. Oakes Ave. (Cle Elum)
7	W. First St./ N. Pennsylvania Ave. (Cle Elum)
8	W. Second St./ N. Oakes Ave. (Cle Elum)
9	SR 970 / I-90 EB ramp (Cle Elum)
10	MPR access on Bullfrog Road
11	MPR access at #9 Mine Rd.
12	MPR access east of Ronald

Turning movement volumes at minor MPR access that are not counted may be extrapolated from tube count data and the distribution of turning movements at other MPR accesses.

Additional intersections may be added to the monitoring program at the discretion of the Public Works Director if any approach volume of an intersection is projected to experience a 10% or more increase in peak hour volumes due to MPR generated traffic.

3) Parking Demand (17-f)

The demand for public parking supplies in the City of Cle Elum and Town of Roslyn will be documented when Phase II of the monitoring program is initiated and in each subsequent year when Phase II monitoring is required. Parking supply and demand counts will be made on the Saturday prior to the Labor Day Weekend between noon and 1 PM. The study area in Roslyn shall consist of the commercial frontage on First Street (SR 903), Second Street, W. Washington Avenue, and W. Pennsylvania Avenue. The study area will be expanded if it is observed that commercial parking demand is spilling over into residential areas.

The study area in Cle Elum shall consist of W. First Street between Billings Avenue and Peoh Avenue and the intersecting street segments between W. Second Street and W. Railroad Avenue.

4) Guest Survey (17-f)

MPR guests will be surveyed during the monitoring period in the year following the issuance of the 750th occupancy permit and in each subsequent year when monitoring is required. The survey will take place on the Saturday afternoon prior to the Labor Day Weekend. The purpose of the survey will be to document MPR

guest travel destinations within the local area. The survey methodology will consist of intercepting vehicles exiting MPR accesses and asking a series of questions to determine their primary and secondary destinations as well as the purpose of their trip. The Public Works Director may, at the request of Trendwest, exempt this element of the monitoring program for specific monitoring periods if previous survey results show that guest destinations and trip purposes have stabilized.

B. Other Program Elements

1) Evaluation of Guardrail Warrants and Safety Improvements along Bullfrog Road (17-h-ii)

When traffic on Bullfrog Road reach an average summer weekday volume of 2,500 vehicles, segments identified by the County will be evaluated for embankment barriers. The evaluation will follow the Washington State Department of Transportation (WSDOT) Design Manual guidelines regarding the thresholds for recommending embankment barriers. These guidelines take into account the relationship between embankment height, embankment slope, and average daily traffic volumes.

The County will participate in this analysis by identifying the segments of Bullfrog Road that should be evaluated. The information from this analysis will be used to prioritize segments of the road where guardrails may be warranted or potentially warranted when average summer weekday traffic volumes exceed a specific level.

In addition, an inventory of roadside hazards and safety concerns will be made and evaluated. The results of these evaluations will be summarized in the Monitoring Report. It is expected that the County will use this information to evaluate projects for inclusion in the Six-Year Transportation Improvement Program (TIP).

2) Cle Elum-Roslyn School Safety Evaluation (17-i)

Following the issuance of the first 1,000 occupancy permits for dwelling units within the MPR, the Cle Elum Roslyn School District will be contacted to develop a methodology to assess pedestrian and vehicular safety around the school campus. The methodology will include an evaluation of collision data, observation of vehicular and pedestrian arrival and departure characteristics, and interviews with key personnel. The scope of this evaluation will be limited to safety conditions associated with vehicular and pedestrian movements between the school and SR 903 and will be based on standard transportation practices. Following the evaluation, a separate report will be prepared that will identify any safety deficiencies that exist along with corrective recommendations. The relationship of MPR generated traffic to any potential deficiencies will also be evaluated. It is understood that the identification of safety deficiencies does not in any way imply that the MPR is responsible for the full costs of correcting such deficiencies. The

MPR would only be responsible for its proportionate share as defined in Condition 6 of the Conditions of Approval and Sections 4A and 4B of the Monitoring Program. The report will also include an assessment of the need and schedule for subsequent evaluations.

3) MPR Related Demand at Bowers Field and the Cle Elum Airport (17-h-v)

Following the issuance of the first 1,000 occupancy permits for dwelling units within the MPR or occupancy of the hotel, an assessment of MPR demand for air travel at Bowers Field in Ellensburg and at the Cle Elum Airport will be made. The scope of this assessment will be limited to a comparison of annual airport activity records as compiled on the AirNav.com website or other reputable source of airport operational statistics.

The Public Works Director may, at the request of Trendwest, exempt this element of the monitoring program for specific monitoring periods if previous survey results show that MPR development has not affected airport operations.

4) Forecast of MPR development plan. (17-h-iii)

A five-year forecast of the number of MPR dwelling units that are anticipated to be available for occupancy and other planned development activity will be prepared for inclusion in each Monitoring Report. This information will be used to update a projection of 5-year traffic conditions that will be used to schedule improvements identified in the Conditions of Approval as well as identify other traffic improvements that may be warranted due to traffic generated by the MPR. This information will be used as a basis to evaluate projects for inclusion in the County's Six-Year TIP.

5) Evaluation of Cle Elum River Bridge on Bullfrog Road (17-h-iv)

Following the issuance of the first 1,000 occupancy permits for dwelling units within the MPR, an evaluation of the Cle Elum River Bridge on Bullfrog Road will be made. The evaluation will consist of updating the County's most current evaluation of the bridge to reflect changes due to increased traffic volumes generated by the MPR. Potential MPR construction related traffic impacts to the Bridge will be monitored and managed through the 'Construction Traffic Management Plan', which is described under C16 (page 22) of the Conditions of Approval.

4. Analysis of Monitoring Program Findings

A. Separation of MPR and Other Traffic Volumes (17-g)

PM Peak Hour Summer Weekend turning movement counts at MPR accesses will be used to determine the directional distribution and volume of MountainStar generated trips at each access. This information will be used in conjunction with refined trip distribution information to separate MPR trips from general background traffic on each road segment and at each intersection that is being monitored.

B. Evaluation of Background Growth Assumptions (17-g)

Background growth will be calculated for each of the monitored road segments or intersections using the methodology presented in Condition 5A with one adjustment. The background growth rate will be calculated for PM Peak Hour Summer Weekend conditions for each year that monitoring is required rather than in year 5 as described in Condition 5A. Data collected from the monitoring program will be used to establish trends in growth rates. These rates will be used in the analysis of projected traffic volumes associated with potential transportation related improvements.

C. Evaluation of Road Segment Operations (17-h-iii)

The mechanical tube count data will be used to evaluate traffic volumes along the monitored road segments. The following traffic volume statistics will be compiled from the monitoring data:

1) Average Summer Weekday – The average of the daily traffic volumes carried on a road segment for the Friday prior to the weekend before Labor Day and the Monday through Thursday prior to Labor Day.
2) Peak Summer Weekend – The larger of the daily (24-hour) traffic volumes for a road segment counted on the weekend prior to the Labor Day weekend.
3) Holiday Summer Weekend – The average total daily traffic volume carried on a road segment during the Labor Day Weekend.
4) Peak Hour Summer Weekday – The average of the peak-hour traffic volumes carried on a road segment for the Friday prior to the weekend before Labor Day and the Monday through Thursday prior to Labor Day.
5) PM Peak Hour Summer Weekend – The peak afternoon one-hour volume carried on a road segment during the Friday or weekend prior to the Labor Day Weekend.
6) Peak Hour Holiday Summer Weekend – The peak one-hour volume carried on a road segment during the Labor Day Weekend.

The PM Peak Hour Summer Weekend volumes will be used to establish volume to capacity ratios for the monitored road segments. These ratios will be evaluated against the County's current level of service standard. (C-14)

D. Evaluation of Intersection Operations (17-k-v)

The operational characteristics of each of the monitored intersections will be evaluated for level of service and queue length for the PM peak hour summer weekend condition. Level of Service delays will be provided for the entire intersection and the worst approach or turning movement for the intersection. The results of this analysis will be evaluated against the County's current level of service standard.

E. Forecast of Near-term Future Traffic Conditions (17-h-iii)

Information from the evaluation of road segment and intersection operations will be used in combination with the 5-year forecast of MPR development and the documented growth rate of non-MPR traffic volumes to project future road segment and intersection conditions. Improvement recommendations will be made for any road segment or intersection that is projected to fall below the County's level of service standard. The results of this analysis will be used by the County to prioritize projects for inclusion it its Six-Year TIP.

F. Coordination with UGA

The MPR monitoring program will be coordinated with similar elements in the UGA monitoring program in order to separate MPR and UGA generated traffic as well as establish the cumulative effects of MPR and UGA development.

5. Reporting Requirements (17-k)

For each year that monitoring is required, a report will be prepared that includes the following information:

1. The results of the road segment and intersection counts.
2. Summary traffic volume information for the time periods defined under Section 3A of the Monitoring Program.
3. The current development status of the MPR.
4. Comparison of MPR development and traffic counts to MPR-FEIS forecasts.
5. Documentation of completed and planned transportation improvements.
6. Identification of intersections or road segments that are approaching Kittitas County LOS standards.
7. The results of any of the monitoring elements presented in Section 3B of the Monitoring Program.
8. A projection of MPR development for the next five-years.
9. A 5-year forecast of future traffic conditions based on the projected development plan.

10. Recommendations on any changes to the timing or type of traffic mitigation proposed, to maintain acceptable LOS, consistent with accepted transportation planning and engineering practices.
11. Identification of proportional shares for the costs of planned transportation improvements
12. Recommendations to include additional monitoring locations. Trendwest or an affected public jurisdiction may initiate such recommendations but their inclusion in the monitoring program is subject to the Kittitas County Public Works Director's decision. Inclusion of additional monitoring locations will be based on observed or projected growth in traffic volumes or identification of safety issues consistent with accepted transportation planning and engineering practices.
13. Additional information, as may be required by the Director of Public Works, based on the results and recommendations of previous monitoring reports.

This report will be distributed to the County, Washington State Department of Transportation, City of Cle Elum, and Towns of South Cle Elum and Roslyn. (17-l)

F-01

Attachment 1: Methodology for Determining Proportional Shares

A. PROPORTIONAL SHARE - For all off-site transportation mitigation measures, Trendwest's proportional share shall be based upon the relationship between summer weekend PM peak hour MPR generated traffic and the total volume of PM peak hour traffic traveling through a specific intersection or on a specific road segment. The factors used to calculate proportional share are defined as follows:

1. MPR generated traffic shall be defined as those vehicles that cross a MPR boundary during the PM peak hour.
2. The distribution of MPR generated traffic on the local road system shall be based upon distribution patterns described in the Final-EIS or, if more current, through the adopted Monitoring Program.
3. The total volume of PM peak hour traffic shall be defined as the greatest traffic volume traveling through an intersection or on a road segment during a one hour period between 4 PM and 6 PM on the Saturday prior to the Labor Day weekend.
4. Background traffic shall be defined as the total PM peak hour traffic volume less that generated by the MPR and, if applicable, the UGA.
5. The background growth rate shall be defined as the percentage of increase or decrease in weekend PM peak hour traffic volumes for a specific intersection or road segment that is not attributable to MPR development. The initial calculation of a background growth rate shall be defined as follows:

$$IBG = \left[\sqrt[3]{\frac{TV_{2000}}{TV_{FEIS}}} - 1 \right] \times 100\%$$

Where: *IBG = initial background growth rate*

TV2000 = traffic volume from the 2000 MPR Baseline Traffic Conditions Report

TVFESI = traffic volumes from the existing conditions section of the MPR-FEIS (1997 data)

Subsequent calculations of a revised annual background rate shall be defined as follows:

$$RBG = \left[\frac{1}{y} \sum_{y=1}^{y} \left(\frac{BV_{y-1}}{BV_y} \right) - 1 \right] \times 100\%$$

Where: *RBG = revised background growth rate*
y = years included in calculation
BV = background volume in year 'y', defined as TVy – MPRVy
TVy = total traffic volume for year 'y'
MPRV = MPR generated traffic for year 'y'

6. The Trendwest proportional share of an improvement shall be calculated as follows:

   a) The *Projected Added Traffic Volume* for an intersection or road segment shall be calculated by subtracting the 2000 baseline traffic volumes (as defined in the MPR monitoring program) or, the most recent set of comprehensive traffic counts made as part of the MPR monitoring program from the total amount of traffic that is projected to be using the road segment or intersection when the proposed phase or sub-phase is occupied. This projection includes both the projected Background Growth plus traffic generation projections for the proposed phase or sub-phase of development. These projections shall be based on the trip generation methodology described in the FEIS. This methodology may be modified to reflect monitoring program results. The summer weekend (Saturday prior to the Labor Day Weeekend) PM peak hour shall be the time period used for calculating traffic volumes.

   b) The *Projected Added Traffic Volumes* for an intersection or road segment will be divided into a public and Trendwest share. The public share shall consist of the *Initial Background Growth Rate* or, if more current, the *Revised Background Growth Rate* multiplied times the number of years between the date of MPR approval (the 'Effective Date' as defined in the Development Agreement) and the year in which the specific traffic improvement is projected to be necessary to maintain the required level of service described in Condition ___. The Trendwest share shall be the difference between the public share and the total projected added traffic volume.

   c) The resulting percentage for the public and Trendwest shares shall then be applied to the total cost of the improvements, including all costs to plan, design, review, permit, obtain funding, inspect, and construct the improvement. All identified off-site improvements for which there is identified a public share shall be incorporated, whenever possible, into the County's Six-Year Transportation Improvement Program (TIP) to prioritize improvements consistent with projected growth and to make use of available public funding resources.

   d) Calculation and collection of proportionate shares shall be coordinated with Conditions C-5 through C-10 of the County's MPR approval in order to fairly and accurately proportion the costs of an improvement between the UGA, MPR, and the public.

ATTACHMENT 6

Restated and Amended Agreement for Payment
of Professional, Staff, & Consultant Services
dated August 27, 2002

(1)

RESTATED AND AMENDED AGREEMENT FOR PAYMENT OF PROFESSIONAL, STAFF, AND CONSULTANT SERVICES

THIS RESTATED AND AMENDED AGREEMENT for Payment of Professional, Staff, and Consultant Services ("Amended Payment Agreement") is entered into by the **CITY OF CLE ELUM**, a second-class municipal corporation organized under the laws of the State of Washington (the "City"), and **TRENDWEST INVESTMENTS, INC.**, a Washington corporation, and **TRENDWEST PROPERTIES, INC.**, a Washington corporation (collectively, "Trendwest").

RECITALS

A. Trendwest is pursuing annexation and development approvals for property within the City's Urban Growth Area ("UGA").

B. In response to Trendwest development proposals for the UGA, the City has engaged the services of professionals, staff, and consultants for: municipal and land use legal work; water rights legal work; environmental review; fiscal analysis; municipal administration and planning; and water and sewer engineering services. Some of these services have been npleted and some are ongoing. These services and this Agreement are related to costs associated with City review and processing of permits and approvals for Trendwest's UGA development proposal(s) and not intended to cover the costs associated with the on-going government facilities and services mitigation and fiscal shortfall accounting described in the Conditions of Approval attached to the Development Agreement and Planned Mixed Use zoning approvals for the Trendwest UGA property.

C. From August 26, 1997 to November 2, 1999, the City, Trendwest, and other parties entered into a series of agreements for planning and environmental review services. These agreements are listed on **ATTACHMENT A**. The planning and environmental review services covered by these agreements are substantially complete.

D. On December 22, 1999, Trendwest and the City executed the Agreement for Payment of Professional/Staff/Consultant Services (the "Payment Agreement"). On July 26, 2000, Trendwest and the City executed a Pre-Annexation Agreement. Subsections 6.1.2.1 – 6.1.2.3 of the Pre-Annexation Agreement provide that pre-annexation processing costs shall be paid pursuant to the terms of the Payment Agreement, as it may be amended. Subsection 6.1.5.1 of the Pre-Annexation Agreement provides that post-annexation processing costs shall be reimbursed to the City in a manner equivalent to that used for pre-annexation processing costs described in Subsection 6.1.2.

E. The parties wish to restate and amend the Payment Agreement to provide ongoing reimbursement to the City for professional, staff, and consultant services associated with the

processing of Trendwest's UGA applications. The parties further wish to terminate the agreements listed on **ATTACHMENT A** and consolidate any remaining services under those agreements with services provided under this Amended Payment Agreement.

F. Professional, staff, and consultant positions funded by Trendwest pursuant to this Amended Payment Agreement must be under the direct authority and control of the City, and nothing in this Amended Payment Agreement shall be construed as abrogating the City's requirement and ability to remain independent and not subject to improper influence in the exercise of its governmental functions in processing of Trendwest's applications related to the UGA, as this Amended Payment Agreement is undertaken without any commitment or obligation by the City that would in any way impair or compromise the City's duty to objectively and independently carry out its governmental responsibilities and its duties to its constituents and to the law.

AGREEMENT

Now, therefore, in consideration of the foregoing, the parties agree as follows:

1. **Trendwest approval of services and positions.** Trendwest agrees to reimburse the City for costs of the professional, staff, and consultant positions listed on **ATTACHMENT B**. Building permit review will be covered by the standard building permit fee in effect at the time of application. The City shall notify Trendwest and obtain approval before retaining any other services or creating any other positions. Trendwest's approval shall be in writing or electronic mail, and shall not be unreasonably withheld. If no written or electronic response is received from Trendwest within thirty (30) calendar days from the date of mailing of the City request said request shall be deemed to be approved by Trendwest. Upon approval, the City shall engage services or fill the position based on an objective determination that the prospective professional, staff, or consultant is both credentialed and experienced in the areas in which he or she will provide services.

2. **UGA processing projections.** To assist the City to prepare annual cost estimates as provided by Section 3, below, Trendwest will provide the City with information regarding anticipated applications and other processing requests for the UGA on an annual basis. If anticipated applications or other processing requests change during the course of the year, Trendwest will notify the City and the City shall then modify its cost estimates as provided in Section 4, below.

3. **Cost estimates.** The City will provide Trendwest with an estimate of costs on an annual basis. This estimate shall include scope of work, billing rates, and budget for each professional, staff, and consultant working for the City in relation to Trendwest's UGA activities. When possible, not-to-exceed cost or fee limits will be provided for specific professionals, staff, and consultants. The City and Trendwest will review and implement scopes of work to eliminate, among other purposes, duplication of effort among City professionals, staff and consultants in response to the UGA processing projections from Trendwest.

4. **Changes to estimates.** If any subsequent revisions or changes in scope of work or costs, fees or rates are anticipated, such revisions or changes shall be presented to Trendwest for consideration and written approval, which shall not be unreasonably withheld. If no written or electronic response is received from Trendwest within thirty (30) calendar days from the date of mailing of the City notice of revisions or changes in scope of work or costs, fees or rate, said request shall be deemed to be approved by Trendwest.

5. **Disputes over estimates.** If Trendwest believes any position, scope of work, billing rate, budget, or revision as described in Paragraphs 1-4 and submitted by the City to Trendwest for approval are unreasonable, the dispute resolution process identified in the Mediation and Arbitration Agreement dated December 7, 1999, as amended ("MAA"), shall be followed.

6. **Cost increases.** Trendwest's approval shall cover annual costs of up to ten percent over the initial cost or fee estimate, or any cost or fee modified in response to Trendwest modification to UGA processing projections. The City must obtain written approval from Trendwest in the event costs are projected to increase beyond ten percent, which shall not be unreasonably withheld. If no written or electronic response is received from Trendwest within thirty (30) calendar days from the date of mailing of the City notice of changes in costs, fees or rate, said request shall be deemed to be approved by Trendwest. Any dispute over cost increases shall be resolved in accordance with the dispute resolution process identified in the MAA.

7. **Cle Elum / Trendwest Fund.** The City shall continue to administer the municipal fund entitled the Cle Elum / Trendwest Professional, Staff, and Consultant Services Fund (the "Fund") in a manner that is fiscally accountable to the Washington State Auditor, the City, and Trendwest. Trendwest shall continue to maintain a $50,000 deposit in the Fund. Any and all interest accrued in the Fund shall remain in the Fund for payment toward future invoices for professional and consultant services. At the termination of this Amended Payment Agreement, the City shall render a final accounting, and refund the credit balance and interest, if any, to Trendwest.

8. **Payment of invoices.** The City shall, on a monthly basis, draw from the Fund to pay Trendwest-related invoices received from its respective professionals, staff, and consultants for work performed on behalf of the City. The City shall provide Trendwest with copies of all professional, staff, and consultant invoices reflecting the total amount of professional, staff, and consultant fees paid by the City for Trendwest-related work. Within 15-days of written notice from the City stating the amount it paid for the previous month's Trendwest-related professional, staff, and consultant services, Trendwest shall reimburse the City in an amount equal to the prior month's payments, which reimbursement shall be deposited in the Fund. Any and all late fees, penalties or interest charged by the City's Trendwest-related professionals, staff, or consultants as a direct result of Trendwest's failure to timely reimburse the City for any prior month's payment shall be the sole responsibility of Trendwest, which shall indemnify and hold the City harmless therefrom.

9. **Disputed invoices.** If Trendwest objects to an invoice on the basis that the work performed was not within the proposed scope or budget or that the charge is not reasonable, said objection shall be provided to the City in written or electronic form within fifteen (15) days of

mailing of the invoice. Following mailing of the notice of objection, Trendwest may decline to pay the disputed part of the invoice only, pending resolution of the dispute in accordance with the MAA. If Trendwest declines to pay part or all of a disputed invoice, it agrees to defend, indemnify and hold the City harmless from all claims, costs and liabilities arising out of non-payment of the invoice, if it is found that the invoice was within the proposed scope or budget. Upon receipt by the City of the notice of objection to an invoice, the City may suspend all further work on the dispute-related activity by the professional, staff or consultant whose invoice is subject to the dispute.

10. **Allocation of costs.** If professional, staff, or consultant services or positions benefit other projects or jurisdictions as well as Trendwest, the City shall allocate costs between Trendwest and such other projects or jurisdictions.

11. **Term.** This Amended Payment Agreement shall terminate on December 31, 2003, but shall automatically renew annually on January 1, 2004, and successive years thereafter. This Amended Payment Agreement may be terminated by either party with ninety (90) days prior written or electronic notice.

12. **Venue; legal fees and costs.** In the event of any dispute or claim arising out of this Amended Payment Agreement which cannot be resolved in accordance with the dispute resolution provisions set forth in the MAA, venue shall lie in Kittitas County. In the event of legal action, including litigation, administrative hearings, or appeals between the parties hereto as opposing parties, an award of legal fees and costs shall be made to the prevailing party rather than as a consultant cost incurred pursuant to the terms of this Amendment Payment Agreement.

13. **Notices.** All notices required pursuant to this Agreement shall be sent to the following:

TO THE CITY:
City of Cle Elum
119 W. 1st St.
Cle Elum, WA 98922

With a copy to:
Erin L. Anderson
Cone Gilreath Law Offices
P.O. Box 499
Ellensburg, WA 98926

TO TRENDWEST:
Trendwest Investments, Inc.
P.O. Box 887
Roslyn, WA 98941

With a copy to:
Richard M. Peterson
Hillis Clark Martin & Peterson, P.S.
500 Galland Building
1221 Second Avenue
Seattle, Washington 98101-2925

14. **Entire agreement.** The City agrees to terminate the agreements listed on ATTACHMENT A, and to give notice of termination to the other parties to said agreements as required therein. This Amended Payment Agreement supersedes and replaces the December 22, 1999 Payment Agreement and the agreements listed on ATTACHMENT A. This Amended Payment Agreement may be further amended only by written agreement of the parties.

15. **Binding effect.** This Amended Payment Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

16. **Parties and authority.** The signatories below to this Agreement represent that they have the full authority of their respective entities to commit to all of the terms of this Amended Payment Agreement, to perform the obligations hereunder, and to execute the same.

DATED this 27th day of August, 2002.

CITY OF CLE ELUM

By _____
Gary Berndt
Mayor

ATTEST:

_____
Toni Fields
Cle Elum City Clerk

Approved as to form:

_____
[illegible]n Anderson
City Attorney

TRENDWEST PROPERTIES, INC.

By _____
George C. Cockill
Project Director

TRENDWEST INVESTMENTS, INC.

By _____
George C. Cockill
Project Director

ATTACHMENT A

AGREEMENTS FOR PLANNING AND ENVIRONMENTAL REVIEW SERVICES

MPR EIS Services Agreement, dated August 27, 1997

Bullfrog Study Area Phase I Agreement, dated January 26, 1998

Bullfrog UGA Phase II Proposal, dated September 15, 1998

Phase II Authorization to Proceed, dated October 6, 1998

Authorization to Proceed – UGA Study, dated March 10, 1998

Interim UGA EIS Services Agreement, March 26, 1999

Second Interim UGA EIS Services Agreement, dated July 6, 1999

Five Party Agreement, dated November 2, 1999

ATTACHMENT B

APPROVED PROFESSIONAL, STAFF, AND CONSULTANT POSITIONS

City Administrator (Mike Cecka)

City Planner (Brian Carrico)

City Engineer (Jeff Louman)

Financial Consultant (Michael Mulcahy)

Municipal Attorney (Erin Anderson)

Land Use Attorneys (Buck & Gordon)

City Water Rights Attorney (Charlie Roe)

UGA EIS Consultant (Shapiro): pursuant to task-by-task scope approved by Trendwest

ATTACHMENT 7

Sample Snoqualmie Expense Fund Reconciliation
and Transfer Statement

ATTACHMENT 1

SNOQUALMIE RIDGE EXPENSE FUND

RECONCILIATION and TRANSFER STATEMENT

DATE PREPARED: 3/7/97

206-888-1555 EXT. 22

FOR PERIOD

FEB. 1 THROUGH FEB. 28, 1997

LINE	ITEM	Shortfall/Svc	Processing	TOTAL	SOURCE
1	BEGINNING CASH BALANCE	($10,649.40)	($18,883.98)	($29,733.38)	MONTHLY SCHEDULE OF CASH ACTIVITY
2	CITY REVENUE DEPOSITS	$29,206.51		$29,206.51	REVENUE REPORT
3	SR PAYMENTS	$53,013.58	$89,018.30	$152,031.88	REVENUE REPORT
4	TOTAL CASH AVAILABLE	$81,370.69	$70,134.32	$151,505.01	LINE 1+2+3
5	PAYMENT TO CONSULTANTS	$2,164.18	$70,134.32	$72,298.50	EXPENDITURE REPORT
6	INTERFUND TRANSFERS	$9,025.32	$11,457.57	$20,482.89	EXPENDITURE REPORT
7	SALARIES & BENEFITS (staff hours worked & paid this period)	$23,947.24	$15,993.79	$39,941.03	EXPENDITURE REPORT EXP. TRANSFER WORKSHEET, TIME CARDS.
8	SUBTOTAL EXPENDITURES	$35,136.74	$97,585.68	$132,722.42	LINE 5+ LINE 6+LINE 7
9	ENDING CASH BALANCE	$46,233.95	($27,451.36)	$18,782.59	LINE 4 - LINE 8
10	CONSULTANT CHARGES (for invoices received this period)	$49,156.95	$96,701.94	$145,858.89	INVOICES HELD FOR PAYMENT
11	REQUIRED END BALANCE	$99,156.95	$96,701.94	$195,858.89	LINE 10 + $50,000 in Column A
12	SR TRANSFER PAYMENT:	$52,923.00	$124,153.30	$177,076.30	LINE 11 - LINE 9
	If line 11 is greater than line 9, enter TRANSFERRED FROM SR				
13	SURPLUS: If line 9 is greater than line 11 ENTER SURPLUS				LINE 9 - LINE 11
14	CITY TRANSFER:				LINE 13 OR LINE 15, WHICHEVER IS LESS
	Refundable surplus, TRANSFERRED TO SR				
15	PRIOR SHORTFALL	$53,013.58			LINE18, PREVIOUS MONTH'S, STATEMENT. (Note: This is a running total, from new Shortfall Period 1/1/97.)
16	NEW SHORTFALL AMOUNT	$52,923.00			LINE 12
17	TOTAL SHORTFALL AMOUNT	$115,936.58			LINE 15 + LINE 16
18	NET SHORTFALL	$115,936.58			LINE 17 - LINE 14

Transfer Instructions: Transfer funds to Sea First Bank/Snoqualmie Branch

ABA #125000024 ACCOUNT #4920 203

(Transfers, from Line 12 or Line 14, to be authorized to the 20th day of each month.)

Enclosures: Each month, enclose copies of the following documents for the period indicated:

- REVENUE/EXPENDITURE REPORTS
- EXPENSE TRANSFER WORKSHEET
- STAFF TIME CARDS
- INVOICES HELD FOR PAYMENT

First Amendment to Pre-Annexation Agreement

ATTACHMENT 8

Sample Snoqualmie Shortfall Transfer Statement

CITY OF SNOQUALMIE
Allocation of Revenues to Snoqualmie Ridge
07/10/00 Month(s) of: June, 2000

Property Tax Allocation %	52.57%	City deposits this percentage directly to SR fund
Population Allocation %	16.09%	Based on 4/1/99 population
Utility Connection Allocation %	36.75%	279 SR utility connections as of 7/1/00

Line	A Revenue Source	B Current Revenue	C Operating Transfers Account	D From	E To	F Allocation Basis
1	Sales Tax	$ 57,191.35	001 000 000 313 10 00 00	$ (28,674.92)		From line 41
2			108 000 000 313 10 00 00		$ 28,674.92	
3	Sales Tax - Crim Justice	$ 3,277.04	001 000 000 313 70 00 00	$ (527.25)		Population beginning 1/1/00
4			108 000 000 313 70 00 00		$ 527.25	
5	B&C Tax	$ 543.94	001 000 000 316 10 00 00	$ (75.00)		From line 42, col C
6			108 000 000 316 10 00 00		$ 75.00	
7	Admissions Tax	$ -	001 000 000 316 20 00 00	$ -		Utility connections
8			108 000 000 316 20 00 00		$ -	
9	Electric Utility Tax	$ 221.24	001 000 000 316 43 00 00	$ -		City will make allocation
10			108 000 000 316 43 00 00		$ -	
11	Natural Gas Utility Tax	$ -	001 000 000 316 10 00 00	$ -		City will make allocation
12			108 000 000 316 10 00 00		$ -	
13	Cable TV Tax	$ -	001 000 000 316 46 00 00	$ -		Utility connections
14			108 000 000 316 46 00 00		$ -	
15	Telephone Utility Tax	$ 5,305.76	001 000 000 316 47 00 00	$ (1,950.40)		Utility connections
16			108 000 000 316 47 00 00		$ 1,950.40	
17	Gambling Excise	$ -	001 000 000 318 50 00 00	$ -		Utility connections
18			108 000 000 318 50 00 00		$ -	
19	Business Licenses	$ 1,250.00	001 000 000 321 90 00 00	$ (600.00)		From line 45, col C
20			108 000 000 321 90 00 00		$ 600.00	
21	Licenses & Permits - Other	$ 132.00	001 000 000 329 90 00 00	$ (48.52)		Utility connections
22			108 000 000 329 90 00 00		$ 48.52	
23	Intergov - All	$ 5,953.73	001 000 000 330 90 00 00	$ (957.90)		Population beginning 1/1/00
24			108 000 000 330 90 00 00		$ 957.90	
25	Charges/Fees - except Admin	$ -	001 000 000 340 90 00 00	$ -		Utility connections
26			108 000 000 340 90 00 00		$ -	
27	Fines/Forfeitures - All	$ 3,197.73	001 000 000 350 90 00 00	$ (1,175.49)		Utility connections
28			108 000 000 350 90 00 00		$ 1,175.49	
29	Misc Revenue - All	$ 22,099.35	001 000 000 360 90 00 00	$ (8,123.72)		Utility connections
30			108 000 000 360 90 00 00		$ 8,123.72	
31	Street Fund - All but prop tax	$ 5,092.54	101 000 000 330 90 00 00	$ (819.36)		Population beginning 1/1/00
32			108 000 108 330 90 00 00		$ 819.36	
33	REET 1st Quarter	$ 38,096.25	301 000 000 317 34 00 00	$ (23,617.44)		Through 6/00
34			301 000 108 317 34 00 00		$ 23,617.44	
35	REET 2nd Quarter	$ 38,096.25	304 000 000 317 35 00 00	$ (23,617.44)		Through 6/00
36			304 000 108 317 35 00 00		$ 23,617.44	
37	GRAND TOTAL	$ 176,457.23		$ (88,187.44)	$ 88,187.44	

38	39 Supporting Detail:	Total Alloc	Prev Alloc	Current Month	Comment
40					
41	Sales Tax	$ 1,085,566.82	$ 1,058,891.90	$ 26,674.92	See attached R20 report
42	B&C Tax	$ 481,999.96	$ 481,924.96	$ 75.00	See attached R21 report
43					
44	Business Licenses	547.0	535.0	12.0	
45	Business License Revenue	$ 27,350.00	$ 26,750.00	$ 600.00	Revenue @ $50 each

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CONDITIONS OF APPROVAL
ATTACHMENT 8

ATTACHMENT 9

School District Mitigation

Summary of Mitigation Agreement between Trendwest and
Cle Elum – Roslyn School District

December 26, 2001

Trendwest and the Cle Elum – Roslyn School District have reached agreement on measures to mitigate impacts of development of the UGA and MPR properties on the School District. A draft contract establishing material terms was approved by the School Board on December 17, 2001.

The Agreement has three provisions. First, Trendwest has agreed to donate twenty-five acres for school facilities expansion upon the recording of the first plat in either the MPR or the UGA. In addition, Trendwest has agreed to donate an additional five acres contiguous to the original twenty-five acres after recording of the first plat in either the MPR or the UGA, and after the District provides a plan for soccer fields and evidence of funding to construct the fields.

Second, Trendwest has agreed to pay a percentage of the cost of new portable classrooms, starting upon recording of the first final plat on the UGA or MPR and ending when new assessed valuation of both properties reaches $751 million. The percentage share of temporary classroom costs depends on the level of new assessed valuation. Using 2000-2001 school year enrollment, facilities and programs as a baseline, representatives of the School District and Trendwest will audit Trendwest student enrollment three-times a year to determine the needs for temporary housing in the following year. Student enrollment attributable to Trendwest includes MPR and UGA residents, and students whose parents or guardians are Trendwest employees or employees of major general contractors and subcontractors (those who earn more than fifty-percent of gross income from work on Trendwest MPR or UGA properties).

Third, Trendwest has agreed to pay a percentage of the cost of buses, starting upon recording of the first final plat on the UGA or MPR and ending when new assessed valuation of both properties reaches $751 million. The percentage share of the cost of new buses depends on the level of new assessed valuation. School District and Trendwest representatives will audit student transportation needs twice a year, using criteria detailed in the Agreement, to determine the need for additional buses.

By a separate letter dated December 11, 2001, Trendwest has agreed to reimburse the School District for the one-time cost of starting-up a system to account for Trendwest-related enrollment, and the annual fixed cost for maintaining the system.

MOYER & ASSOCIATES
1121 NW 200TH
SHORELINE, WA. 98177
206 542 5306

RECEIVED DEC 19 2001

School District

TO: Evelyn Nelson, Superintendent, Cle Elum-Roslyn School District

Cc: George Cockill, Director of Resort Administration, Trendwest Resorts, Inc.
J. Mike Moyer, Senior Vice-President, Trendwest Resorts, Inc.
Norm Standley, District Consultant

DATE: December 6, 2001

SUBJECT: Final Draft Mitigation Agreement

REMARKS:

Enclosed is the final draft including the additional wording on the 5acre gift. The mitigation agreement is ready for presentation to the School Board and final signatures by Trendwest officers and the Superintendent.

MITIGATION AGREEMENT
Between

TRENDWEST RESORTS, INC.
And
CLE ELUM- ROSLYN SCHOOL DISTRICT

Revised 2002 version

THIS MITIGATION AGREEMENT ("Agreement") is entered into this ____ day of_____,2001, by and between Trendwest Resorts, Inc. (hereafter "Trendwest") and Cle Elum-Roslyn School District No.404, (hereafter "the District").

PURPOSE OF AGREEMENT

The purpose of this agreement is to financially assist the District during the project start-up years due to the lag or shortfall between Measured Impacts of the UGA and/or the MountainStar Resort (MPR) and potential special levy tax collections from construction of these projects. Projections indicate that this lag will be temporary, and that at some point, increased taxes should provide capital projects resources for student housing in the District. It is not the intention of this agreement to substitute mitigation for special levy/bond funds for the construction of permanent student housing.

The financial assistance required by this agreement is to be limited to Capital facilities and Student Transportation buses revenue deficiencies resulting from Measured Impacts directly caused by Trendwest development in the MPR and /or the UGA.

Operating costs are the responsibility of the State of Washington and the District.

SCOPE OF THE AGREEMENT

The scope of this agreement is to be limited to:

A. Building Site
B. Portables (temporary student housing)
C. Pupil Transportation Buses

The scope of this agreement does not include:

A. Construction of Permanent School Housing
B. District General Operating Costs
C. District Debt Service Funds (repayment of outstanding bonded debt)
D. Fiscal Resources for Enrollment Growth Not Originating As a Direct Result of Trendwest Development
E. Construction of Administrative Facilities

DURATION OF AGREEMENT

The effective date of implementing this agreement is the date signed, however, Trendwest's financial obligation begins at the recording of the first plat for either the MountainStar Resort or the UGA. This agreement shall terminate when the tax lag is satisfied, which will be when new assessed valuation created by development on the MountainStar & UGA properties listed on the Kittitas County Assessor's tax roll reaches $751,000,000.

SCHEDULE OF TRENDWEST MATCHING PAYMENTS

The following schedule displays the matching percentage for Trendwest payments to the District for turnkey construction of portable classrooms and purchase of buses:

New Assessed Valuation (millions)		*% of Trendwest Match*
0 - $450		*100%*
$451 - $600		*75%*
$601 - $750		*50%*
$751		*0%*

BASELINE FOR MITIGATION.

The baseline for this mitigation shall be the mutually agreed upon student capacity of the District. This baseline is to be a reflection of the 2000-2001 school year and based upon current facilities and programs. Any future program changes, and/or modifications that create a direct need for additional housing, are the responsibility of the District, and can not decrease/increase the mutually agreed upon current student capacity.

The student capacity, referred to in this Agreement, shall be 988 FTE students District wide. This student capacity is distributed by grade levels as follows:

Elementary	415
Middle School	224
High School	349

For purposes of this agreement, unhoused students shall be determined on a school by school basis.

STUDENT HOUSING AUDIT PROCESS

The student housing audit team shall consist of two members, one each appointed by Trendwest and the District. The auditing activity is to result in the determination of the number of new portables (temporary housing) necessary to house students the following school year and the need for student transportation resulting from Trendwest Development. The team shall adhere to the following process:

A. The audits of student enrollment shall be based upon the October, March and May OSPI Monthly Student Enrollment Reports.
B. The October enrollment report shall be the source of data to establish initial student enrollment for the year, the number of unhoused students at each school level (elementary, middle school and high school) and the projected need for student housing, and/or pupil transportation for the next school year.
C. The March enrollment report shall be used to determine the projected annual average student enrollment, unhoused students by school level, and verification of projected student housing needs for the upcoming year.
D. The May enrollment report shall be used to determine the actual annual average student enrollment, additional pupil transportation needs and unhoused students by school level.
E. Within fifteen days, prior to the end of the month in which the enrollment report is issued, the audit team shall issue a report of their findings to both Trendwest and the District.
F. The audits shall identify the percentage of new student enrollment resulting from Trendwest Development.

STUDENT HOUSING MITIGATION PROCESS

A. Trendwest will gift a twenty-five (25) acre site to the District upon the recording of the first plat in either the MPR or UGA. In addition to the 25 acre site an additional five (5) acres contiguous to the original 25 acres will be available as a gift to the District after recording of the first plat in either the MPR or UGA, conditional upon the District providing Trendwest a plan for soccer field(s) at the site and evidence of availability of District funds to accomplish construction of the soccer field(s).
B. Trendwest will provide the District with the necessary portable housing in accordance with this agreement throughout the duration of this agreement.
C. The turnkey installation of a portable(s) is to be completed prior to the opening of the upcoming school year.
D. Prior to a recognized need for portable student housing the school in question must have 25 or more unhoused students resulting from Trendwest Development. Enrollment resulting from Trendwest Development shall be determined by an "annual enrollment survey" to identify new student parents or guardians who are Trendwest employees, employees of major general contractors, subcontractors who earn over 50% of their gross income from work at the MountainStar & UGA sites, and new pupils living within the

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boundaries of the MPR &UGA, upon which Trendwest's proportional share of mitigation costs shall be determined. The annual enrollment survey will be conducted by a District employee (due to student records confidentiality requirements) whose costs will be reimbursed by Trendwest based on a monthly billing from the District.

E. Whenever a school has 25 or more unhoused students, as identified in the October enrollment report, the audit team shall recommend the addition of portable housing for the next year subject to a final determination after review of the March report.
F. Upon review of the March student enrollment report, if a school has 25 or more unhoused students, Trendwest will provide the District with timely funding for turnkey construction of the portable(s) proportional to its share of the enrollment growth.

PUPIL TRANSPORTATION MITIGATION PROCESS

Pupil transportation audits will occur in October and May of each year. The audit team will verify the actual need for additional buses through a review of the efficiency of the student transportation program. The audit will encompass all annual District transportation reports to OSPI. The following criteria will be addressed in determining the need for pupil transportation mitigation:

A. Where possible do all buses do turn-a rounds (4 loads per day)?
B. Have bus utilization rates changed (load capacity vs. actual ridership)?
C. Considering distance (within one mile radius of the high school) and student safety, are students riding the bus who should be walking?
D. Can more efficient bus routing be designed?

Subsequent to a review and analysis of student transportation data, written recommendations will be prepared by the audit team relating to acquisition of additional bus(s) or alternative measures to provide necessary student transportation. These recommendations will be sent to both Trendwest and the District. Trendwest will pay its proportionate share of new bus costs based on Measured Impacts resulting from Trendwest Development.

EXECUTION OF THE AGREEMENT

In the event that either party to this Agreement retains an attorney to enforce any of the provisions hereof, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in both trial and appellate courts or fees and costs incurred without suit.

The parties agree that the venue for any suit brought under this Agreement shall be exclusively in Kittitas County, Washington.

This Agreement constitutes the entire agreement between the parties and no modifications or revisions shall be binding unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TRENDWEST RESORTS,INC.

By:_____

Its':_____

CLE ELUM-ROSLYN SCHOOL DISTRICT NO. 404

By: Evelyn Nelson

Its' Superintendent

DEFINITION OF TERMS

EFFECTIVE DATE
Means the date the Agreement is signed. Trendwest's financial obligations for mitigation expenditures described in this agreement shall begin at the date of the recording of the first plat for either the MPR or UGA.

MEASURED IMPACTS
Means the difference between the **BASELINE FOR MITIGATION** data and the data resulting from The Annual Enrollment Survey. The Annual Enrollment Survey will indicate measured impacts of Trendwest development by identifying new students of parents or guardians who are Trendwest employees, employees of major general contractors, subcontractors who earn over 50% of their gross income from work at the MountainStar & UGA sites, and new pupils living within the boundaries of the MPR & UGA.

TRENDWEST DEVELOPMENT
Means land and residential development on the MPR or UGA sites.

UNHOUSED STUDENTS
Means students projected to be housed in classrooms where class size exceeds the baseline mitigation (described in section BASELINE FOR MITIGATION).

REVENUE DEFICIENCIES
Revenue deficiencies is defined as the lag or shortfall due to housing and bus purchase costs of new enrollment directly caused by Trendwest development and potential increased tax collections created by Trendwest development's contribution to the growth in assessed valuation.

NEW ASSESSED VALUATION
New assessed valuation (AV) is defined as the increase in District AV resulting from Trendwest Development at the MountainStar & UGA sites as identified by segregating the Trendwest Plats AV growth from other District AV growth.

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FTE (Full time equivalent)
FTE is a means of measuring student enrollment based on the number of hour per day in attendance at District schools. A student is considered one FTE if he/she is enrolled for the equivalent of a full schedule each day. Kindergarten students attend half -day programs and therefore are counted as 0.5 FTE. For purposes of this agreement, all other grades are considered to contain one FTE students.

OPERATING COSTS
Operating costs are expenditures usually charged to the District's General Fund. All costs other than Capital Projects Fund, Vehicle Fund, ASB Fund, and Debt Service Fund are contained in the General Fund.

OSPI
OSPI is an abbreviation for the Washington State Office of the Superintendent of Public Instruction.

PERMANENT HOUSING
Means school facilities of the District that are not relocatable housing.

STUDENT ENROLLMENT
Student enrollment refers to the monthly enrollment report (OSPI Form 1191E) that all Washington school districts are required to do on the first school day of each of the first nine months of the school year.

TEMPORARY HOUSING
Temporary housing means factory-built structures ("portables"), transportable in one or more sections, that are designed to be used as relocatable instructional spaces, and are needed to cover the gap between the time that families move into new residential developments and the date that construction is completed on permanent school facilities.

TURNKEY CONSTRUCTION
Turnkey construction means the site preparation, purchasing, installation, wiring, and equipping (furniture and equipment) of double portables. Double portables will be purchased to achieve cost efficiencies and to achieve space economies.

ATTACHMENT 10

Hospital District Mitigation

KITTITAS HOSPITAL DISTRICT NO. 2
Approach To Trendwest Fiscal Mitigation
12/13/01

BACKGROUND

Kittitas County Hospital District No. 2 (the "District") provides emergency medical services to the upper Kittitas valley and will be impacted by the two developments proposed by Trendwest. The impacts from these developments, know as the Mountainstar Resort (the "MPR") and the Cle Elum Urban Growth Area (the "UGA") have been analyzed in two separate environmental impact statements ("EIS"). Each EIS projects that when fully developed each development is expected to generate sufficient revenues to fully pay for the emergency services provided to it. However, each EIS also concludes that the District will incur cashflow deficits for several years. It is therefore necessary to provide a fiscal mitigation plan which will assure adequate funding to allow the District to provide emergency services to the Trendwest developments.

DISTRICT OPERATIONS

The District operates one advanced life support ("ALS") ambulance 24 hours per day, seven days per week. It also operates a basic life support ("BLS") ambulance on 14 weekends during the summer months. The District responds to calls from a point about half way to Ellensburg all the way to Snoqualmie Pass. Backup response is provided by the City of Cle Elum on an as available basis when District ambulances are in use.

District staffing is currently about 7 full time equivalent positions filled by 4 full time employees and 15 part time employees. It requires about 3.5 FTEs to provide a single person on a 24/7 basis. Existing full time employees work considerable overtime to provide staffing to support the existing schedules.

The District is financed by property tax levy as well a patient charges for services. Community fund raising provides some monies for capital purposes.

APPROACH TO MITIGATION

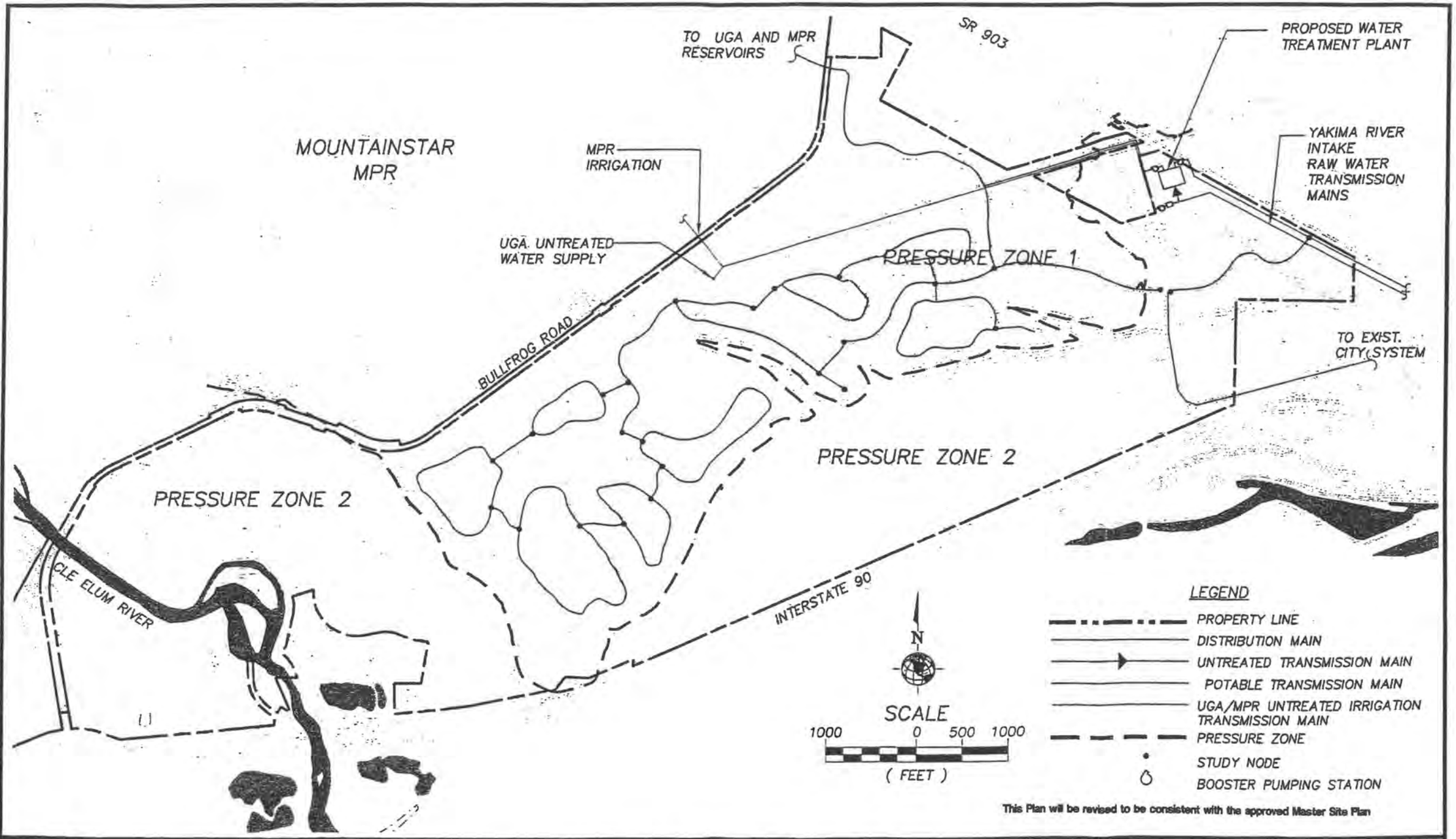
The fiscal mitigation approach should be designed with the following criteria:

1. Both UGA and MPR should be considered.
2. Service should not be expanded until actually needed.
3. Costs should be deferred as much as possible until revenues are available.
4. Patient fees income should be maximized.
5. Mitigation payments from Trendwest should be based on actual impacts from the developments and should be offset with revenues generated by the developments.
6. Level of service standards should determine when service must be improved
7. Trendwest should not be charged to correct existing service deficiencies, if any.

revenues from those calls, actual property tax revenues from Trendwest properties and the $100,000 payment already made by Trendwest. If the service costs are not fully paid from these revenues, Trendwest will pay the difference to the District each month as fiscal mitigation. These mitigation payments will be considered a "revenue" in this monthly calculation. This calculation should be done each month on a Excel worksheet and should be forwarded to Trendwest whether or not a shortfall payment is due. It will either document a shortfall payment due or show an accumulated surplus to be carried forward to next month.

ATTACHMENT 11

Preliminary Water Plan



W&H PACIFIC
A Member of The IT Group

Cle Elum UGA

Trendwest Master Site Plan Application

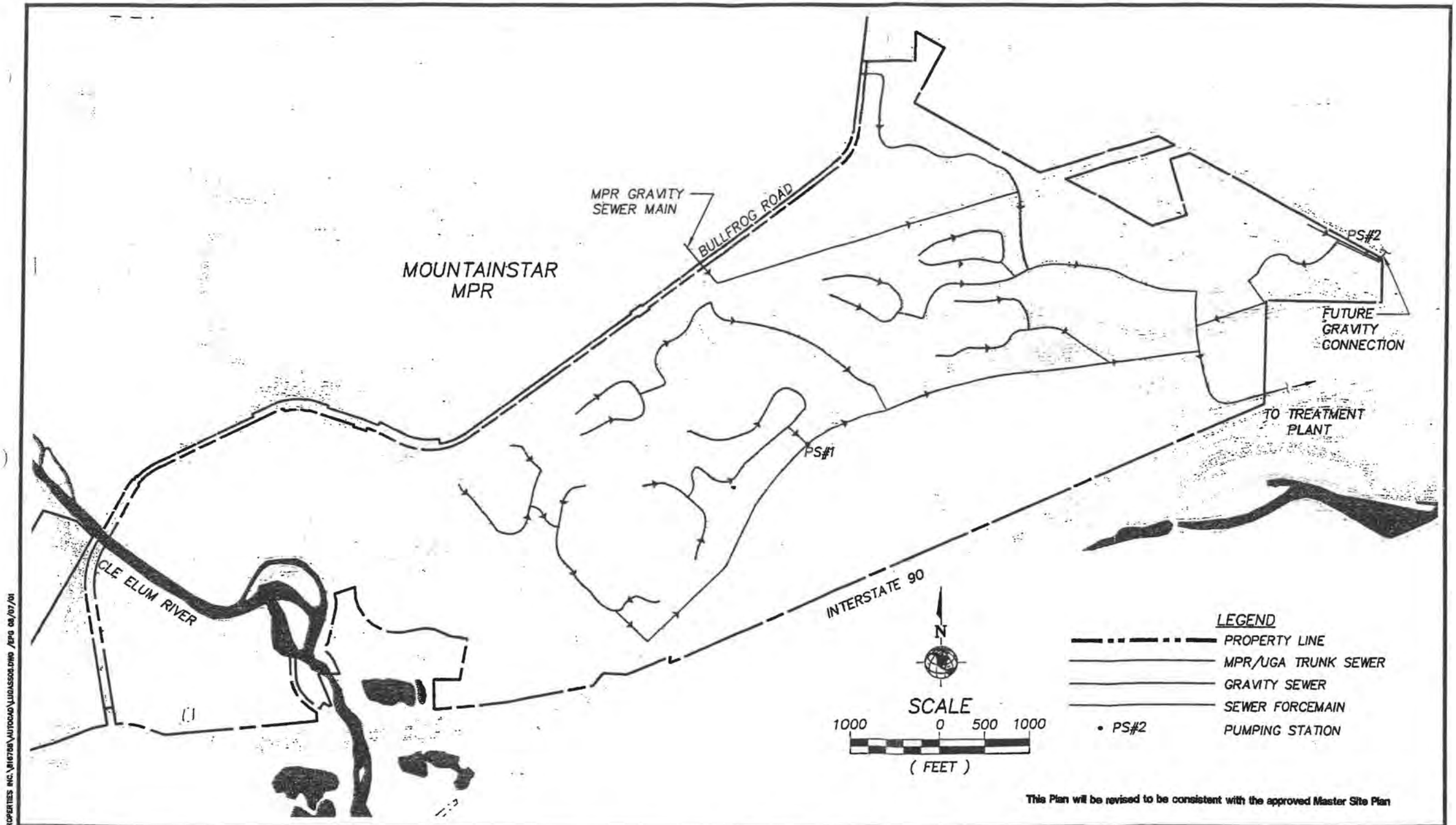
Preliminary Water Plan

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ATTACHMENT 12

Preliminary Sewer Plan



W&H PACIFIC

Cle Elum UGA

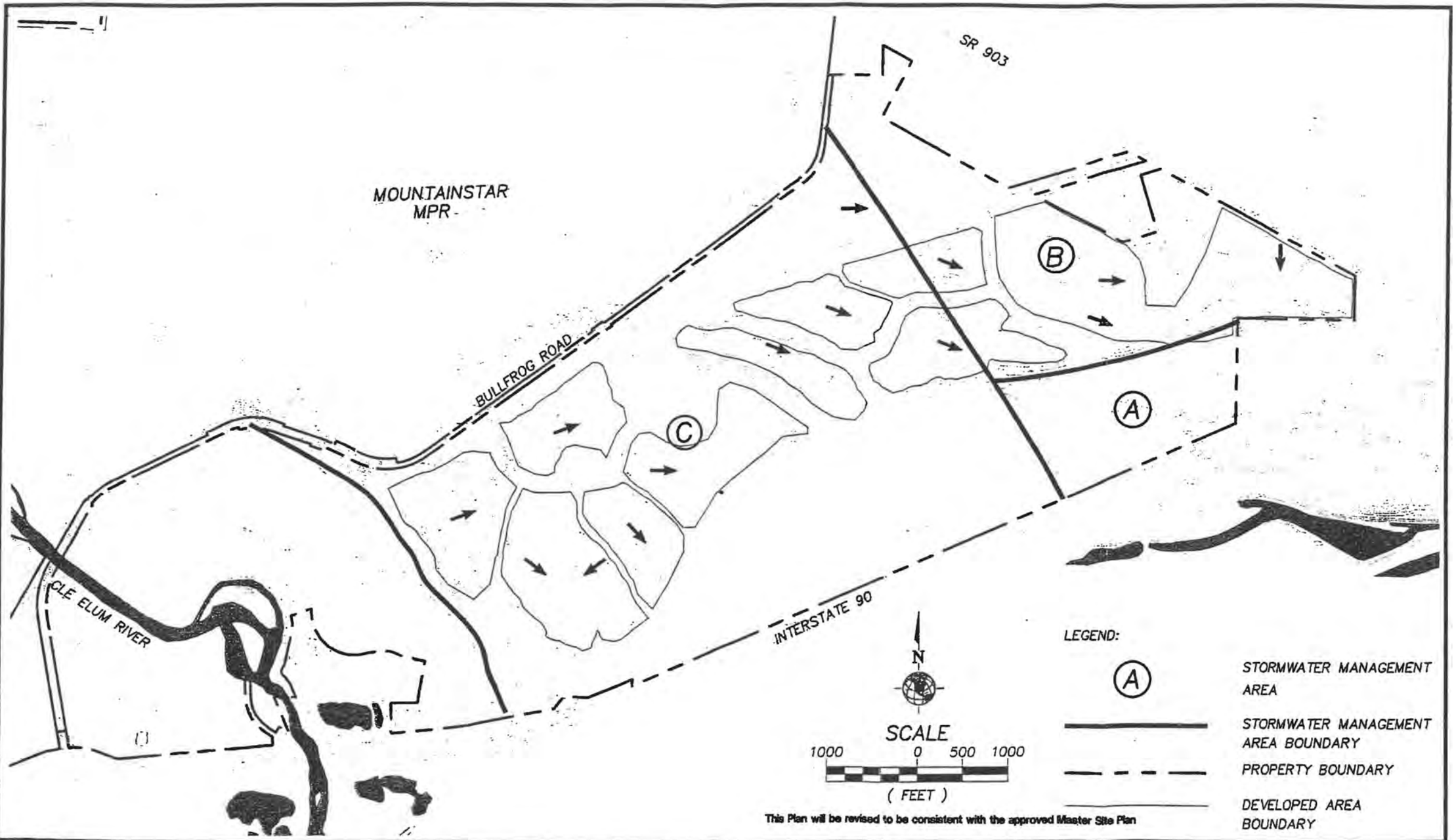
Trendwest Master Site Plan Application

Preliminary Sewer Plan

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ATTACHMENT 13

Preliminary Stormwater Plan



W&H PACIFIC
A Member of The IT Group

Cle Elum UGA

Trendwest Master Site Plan Application

Preliminary Stormwater Plan

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ATTACHMENT 14

Trendwest UGA Properties Legal Description

Swiftwater
Job No. 998-020-002-2000
August 23, 2002

LEGAL DESCRIPTION
FOR TRENDWEST PROPERTIES

Those portions of Sections 21, 28, 29, 30, 31, 32 and 33, all in Township 20 North, Range 15 East, W.M., Kittitas County, Washington, being more particularly described as follows:

Parcel B3 as described and/or delineated on that certain Survey as recorded May 19, 1999, in Book 24 of Surveys, Pages 73 and 74, under Auditor's File No. 199905190001, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 21, Township 20 North, Range 15 East, W.M., in the County of Kittitas, State of Washington;

TOGETHER WITH Lots 1A, 3A and 4A as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581722 and filed in Book 21 of Surveys, Pages 14, 15 and 16, Records of Kittitas County, State of Washington; being portions of Section 28, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lots 1B, 2B, 3B and 4B as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581721 and filed in Book 21 of Surveys, Pages 12 and 13, Records of Kittitas County, State of Washington; being portions of Section 29, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lots 1F and 1E as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581720 and filed in Book 21 of Surveys, Pages 10 and 11, and as amended by that certain Amended Survey recorded October 11, 1996 under auditor's File No. 199610110005 and filed in Book 22 of Surveys, Pages 96 and 97, Records of Kittitas County, State of Washington; being a portion of the southeast quarter of Section 30, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lots 3 and 4, as described and/or delineated on the face of that certain Survey recorded June 13, 1995 under Auditor's File No. 582256 and filed in Book 21 of Surveys, Pages 46 and 47, Records of Kittitas County, State of Washington; being a portion of the northeast quarter of Section 31, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lots 3A and 4A, as described and/or delineated on the face of that certain Survey recorded February 21, 1997, under Auditor's File No. 199702210003 and filed in

Book 22 of Surveys, Page 178, Records of Kittitas County, State of Washington; being a portion of the Northeast Quarter of Section 32, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lots 1C and 2A as described and/or delineated on that certain Survey as recorded February 26, 2002, in Book 27 of Surveys, Page 91, under Auditor's File No. 200202260030, records of Kittitas County, Washington; being a portion of the Northwest Quarter of Section 32, Township 20 North, Range 15 East, W.M., in the County of Kittitas, State of Washington;

ALSO TOGETHER WITH that portion of Lot 2A, as described and/or delineated on that certain Survey as recorded February 26, 2002, in Book 27 of Surveys, Page 91, under Auditor's File No. 200202260030, records of Kittitas County, Washington; lying within the Southwest Quarter of the Northwest Quarter of Section 32, Township 20 North, Range 15 East, W.M., lying Southwesterly of the area deeded to the State of Washington for a channel change as recorded under Auditor's File No. 205609, in the County of Kittitas, State of Washington;

ALSO TOGETHER WITH Lot 1A, as described and/or delineated on that certain Survey as recorded February 21, 1997, in Book 22 of Surveys, Page 177, under Auditor's File No. 199702210002, records of Kittitas County, Washington; being that portion of the Northwest Quarter of the Northwest Quarter of Section 33, Township 20 North, Range 15 East, W.M., lying Northwesterly of the Northwesterly line of Primary State Highway No. 2 (I-90), in the County of Kittitas, State of Washington.

ALSO TOGETHER WITH Lot 1 as described and/or delineated on the face of that certain Survey recorded May 23, 1995 under Auditor's File No. 581718 and filed in Book 21 of Surveys, Pages 6 and 7, Records of Kittitas County, State of Washington; being a portion of the Northwest Quarter of Section 27, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington;

ALSO TOGETHER WITH Lot 2A-2 of that certain Survey as recorded August 13, 1998, in Book 23 of Surveys, Page 187, under Auditor's File No. 199808130020, Records of Kiittitas County, Washington, being a portion of Northeast Quarter of Section 29, Township 20 North, Range 15 East, W.M., in the County of Kittitas, State of Washington;

EXCEPTING therefrom the following:

A parcel of land lying in the Northeast Quarter of Section 28, Township 20 North, Range 15 East, W.M., County of Kittitas, State of Washington; more particularly described as follows:

COMMENCING at the Northeast corner of said Section 28;

THENCE South 0°35'53" West, 1.107.94 feet, along the East line of said Section 28 to the Southwesterly Right of Way State Route 903;

THENCE North 61°39'20" West along said Right of Way, 339.18 feet to the Point of Beginning of this description;

Thence South 28°20'40" West, 699.06 feet to the beginning of a horizontal curve, whose radius point bears North 61°39'20" West, 200.00 feet;

THENCE Southwesterly along the arc of a said curve through a central angle of 89°59'08", 314.11 feet;

THENCE North 61°40'12" West, 446.80 feet, to a concrete monument with a brass cap stamped "PSPL PROP COR";

THENCE North 73°08'36" East, 400.02 feet, to a concrete monument with a brass cap stamped "PSPL PROP COR";

THENCE North 16°51'23" West, 650.07 feet, to a concrete monument with a brass cap stamped "PSPL PROP COR";

THENCE North 73°08'44" East, 221.64 feet, TO THE Southwesterly Right of Way of State Route 903, said point being South 7308'44" West, 1.24 feet of a concrete monument with a brass cap stamped "PSPL PROP COR";

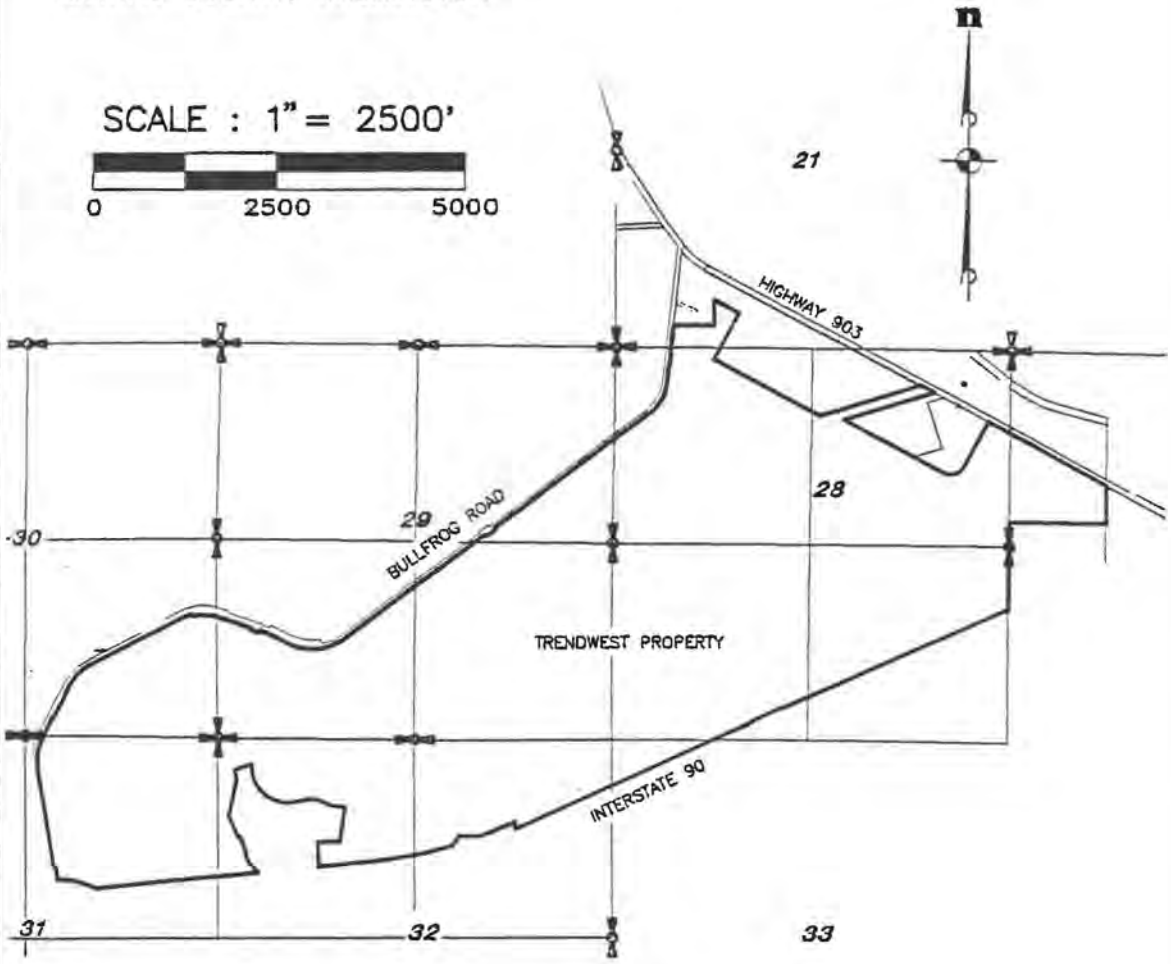
THENCE South 61°39'20" East, 670.00 feet along said Right of Way to the Point of Beginning and the terminus of this description.

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EXHIBIT

TO ACCOMPANY LEGAL DESCRIPTION FOR TRENDWEST PROPERTIES

A PORTION OF SECTIONS 21, 28, 29, 30, 31, 32 AND 33
TWP. 20 N., RGE. 15 E., W.M.,
KITTITAS COUNTY, WASHINGTON



ESM CONSULTING ENGINEERS LLC
720 S. 348th Street
Federal Way, WA 98003
www.esmcivil.com
FEDERAL WAY (253) 838-6113
BOTHELL (425) 415-8144
BREMERTON (360) 792-3375
Civil Engineering | Land Surveying | Land Planning
Public Works | Project Management | Landscape Architecture

JOB NO. 998-020-002-2000
DRAWING NAME : EN-04
DATE : 08-26-02
DRAWN : MRB
SHEET 1 OF 1

ATTACHMENT C

City of Cle Elum / Town of South Cle Elum Water Supply System Improvements Project: Permits and Approvals Required

City of Cle Elum/Town of South Cle Elum Water Supply System Improvements Project
Permits and Approvals Required

Yakima River In-Water Work: Emergency Action (completed December 2000).

	Agency/Jurisdiction	Permit or Approval	Status	Responsibility
1	Burlington Northern – Santa Fe Railroad	**Temporary Occupancy Permit** for work in railroad right-of-way (transmission main construction).	Obtained 10/17/00.	Done.
2	City of Cle Elum	**SEPA Exemption**	Issued 10/17/00.	Done.
3	City of Cle Elum	**Shoreline Permit Exemption**	Issued 11/01/00.	Done.
4	WA Dept of Fish & Wildlife	**Hydraulic Project Approval**	Issued 11/06/00.	Done.
5	WA Dept of Ecology	**Section 401 Water Quality Certification and Temporary Water Quality Modification**	Issued 11/07/00.	Done.
6	USFWS / NMFS	**ESA Section 7 Consultation: Biological Opinion**	Issued 11/08/00.	Done.
7	US Army Corps of Engineers	**Section 404 Permit:** South Cle Elum Bridge Stabilization, Yakima River Grade Control Berm, and Utility Trench Boxes	Issued 11/08/00. HLA/City responsible for complying with Special Conditions: mitigation area site inspection and annual status reports to COE; record mitigation area on property title; send evidence of same to COE.	Jeff Fisher: Arrange site inspection with COE; prepare annual status reports on success of wetland mitigation area. Needs as-built survey from Eric Herzog (HLA). Erin Anderson: Deed modification, Memorial Park "A" property.
8	City of Cle Elum	**Flood Hazard Prevention Permit**	Not yet applied for. Brian Carrico has conveyed instructions to Jeff Louman re: what's needed. HLA working on this concurrent with State Aquatic Land Lease technical information.	Jeff L. is coordinating with Don Reichmuth re: design info needed for replacement diversion structure and hydrologic modeling needed to demonstrate FEMA compliance.
9	WA Dept of Natural Resources	**State Aquatic Land Lease** for permanent structures within the Yakima River bed. *	Applied for in December 2000. Received 7/24/02 for Gary Berndt's signature.	Jeff L., Erin Anderson knowledgeable of status.

*Note: David Grant, WDNR, has advised that there are no franchise rights to the utility trench boxes. If other utility purveyors want access to the trench boxes, they need "permission" from WDNR; i.e., to negotiate their own State Aquatic Land leases.

Overall Water Supply System Improvements Project

	Agency/Jurisdiction	Permit or Approval	Status	Responsibility
1	WA Dept of Ecology	**Change of Point of Withdrawal:** Cle Elum and Yakima River water supply diversions, and Town of South Cle Elum.	Approved by Ecology in Spring/Summer 2001. Charlie Roe filed an appeal on limiting conditions for Town of South Cle Elum. Settlement reached.	Charlie Roe.
2	City of Cle Elum	**SEPA Compliance: SEPA Checklist, Threshold Determination (MDNS)**	MDNS issued in January 2001. Addendum required for revised Yakima River water transmission main route.	6/25/01 VM completed draft Addendum, to be finalized when route is confirmed. HLA to provide route illustration.
3	USDA–Rural Development and NMFS / USFWS	**NEPA Environmental Assessment, and Biological Opinions**	NEPA ER submitted to USDA-RD (R.A. Larson) for review: July 2001. USDA requested ESA consultation from USFWS and NMFS in October 2001. USFWS BO received 3/27/02. NMFS BO received 5/14/02.	Jeff L. knowledgeable of current status of NEPA process.
4	WA Dept of Health	**Critical Service Area Change**	City needs to reconvene the *Coordinated Water System Plan* (CWSP) Committee to revise applicable portion(s) of the Plan. Erin drafted a letter in early 2002 for the City to send to the Board of County Commissioners.	Erin Anderson knowledgeable of current status.
5.a	WA Dept of Health	***Comprehensive Water Plan* (CWP) amendment:** A) Addendum re: revised water treatment plant location, and water treatment plant description. Submit 1997 preliminary Design Report.	In-progress. Jeff L. asked Esvelt to revise treatment plant description in Design Report.	Jeff L. or Harold Porath (HLA) knowledgeable of current status.
5.b	WA Dept of Health	***Comprehensive Water Plan* (CWP) amendment:** B) Addendum to change service area boundary to include the Bullfrog UGA.	Jeff L. to draft explanation to WDOH for service area boundary change – TW bringing their own water rights. Service area boundary change has to wait for CWSP revision (Task 4, above).	Jeff L. knowledgeable of current status.
6	WA Dept of Health	**Approval of all construction plans and specifications.**	Water treatment plant and transmission main plans submitted to WDOH mid-January 2002. 6-week review.	Jeff L. knowledgeable of current status.

Updated 7/25/02

Overall Water Supply System Improvements Project, *continued*

	Agency/Jurisdiction	Permit or Approval	Status	Responsibility
7	Various Entities	**Property Acquisitions, Easements**		
	RESERVOIR SITE			
7.a	Plum Creek	Reservoir site acquisition.	Deed for City purchase from Plum Creek received in early 2002.	Erin Anderson knowledgeable of status.
	WATER TREATMENT PLANT			
7.b	Trendwest	Water treatment plant (WTP) site deed and annexation.	Annexation effective 10/30/01.	Erin Anderson.
7.c	Trendwest	Nullify the deed from Trendwest to the City for the I-90 water treatment plant site.	Status unknown.	City (Erin Anderson) knowledgeable of status.
7.d	PSE	Easement or permission to cross electrical power transmission line easement with water treatment plant access road.	Jeff L. initiated communications with PSE in early 2002. Status unknown.	Jeff L. knowledgeable of status.
	YAKIMA RIVER RAW AND TREATED WATER TRANSMISSION MAINS			
7.e	Trendwest and US Forest Service	Easements required for revised Yakima River water transmission main route, south of SR-903 to Ranger Station Road.	TW has suggested an alternate route along their shared boundary with the US Forest Service in the vicinity of the FS corral, and at the east end of the cemetery. No County jurisdiction if TW UGA property is annexed before transmission mains are constructed. Draft SEPA Amendment prepared in June 2001.	Jeff L. knowledgeable of status.
7.f	Burlington Northern–Santa Fe	Pipeline crossing permit for Yakima River water raw and treated water transmission mains. Jack-and-bore beneath South Cle Elum Way to Rossetti Way (beneath I-90 overpass).	Status unknown.	Jeff L.
	CLE ELUM RIVER RAW WATER TRANSMISSION MAINS			
7.g	PSE/BPA	Easements or permission needed for construction of Cle Elum River water transmission main in electrical power transmission line easements (also discuss alternative pipe material, etc).	Status unknown.	Jeff L.
7.h	Kittitas County	Permit or easement required to cross Bullfrog Road with Cle Elum River raw water transmission main.	Status unknown.	Jeff L.
7.i	Private property owner	Easement or acquisition of parcel on Cle Elum River south bank where rock drop needs to be keyed-in.	Status unknown.	Jeff L./Trendwest?

Water Treatment Plant

	Entity or Agency with Jurisdiction	Permit or Approval	Status	Responsibility
1	Trendwest and PSE	See **Property Acquisitions/Easements #7b**, 7c and 7d described under Overall Water Supply System Improvements Project.		
2	City of Cle Elum	**Shoreline Substantial Development Permit** (SDP) for Yakima River In-Water Work (Includes upland treatment plant site due to Integrated Project Doctrine).	Approved by City Council Resolution 7/10/01. Construction must commence within 2 years, and be complete within 5 years. No SDP condition that makes the work contingent on all other state and federal permits for in-water work.	Done.
3	City of Cle Elum	**Building Permit**	Design drawings submitted to WDOH mid-January 2002. 6-week review. Grading will be reviewed as an element of the Building Permit application. City will be responsible for Building Permit when site is annexed.	Jeff L. knowledgeable of status.
4	City and/or Kittitas County Health Department	**Onsite septic system permit**	Need depends on relative timing of sewer extension past the site. If WTP precedes sewer extension, septic system will require variance from existing City ordinance.	Jeff L. knowledgeable of status.

Yakima River, Remaining Project Elements:
Replacement Diversion Structure, Pump Station and Transmission Mains

	Agency/Jurisdiction	Permit or Approval	Status	Responsibility
1	US Army Corps of Engineers	**Nationwide Permit** 3 (Maintenance), NWP 12 (Utility Line Activities), or NWP 25 (Structural Discharges) possible in lieu of a Section 404 permit for construction of replacement diversion structure and pinch dike modifications. Ddownstream [north bank] rock barbs may require separate permit, or be incorporated with wastewater project rock drop (if constructed).	JARPA to be delivered and discussed in the field with Joe Brock, ACOE, 7/26/02.	Jeff L., Vicki M.
2	USFWS / NMFS	**ESA Section 7 Consultation**	Complete. USFWS BO received 3/27/02. NMFS BO received 5/14/02.	USFWS, NMFS, Jeff L., Jeff F.
3	WA Dept of Fish & Wildlife	**Hydraulic Project Approval** to construct replacement diversion structure.	JARPA to be submitted 7/29/02.	Jeff L. knowledgeable of status.
4	WA Dept of Ecology	**Section 401 Water Quality Certification and WAC 173-201Temporary Water Quality Modification** for replacement diversion structure.	JARPA to be submitted 7/29/02.	Jeff L. knowledgeable of status.
5	City of Cle Elum	**Shoreline Substantial Development Permit:** Yakima River system components, transmission mains, and water treatment plant.	Approved by City Council Resolution 7/10/01. Construction must commence within 2 years, and be complete within 5 years.	Done.
6	City of Cle Elum	**SEPA Addendum** needed for revised Yakima River water transmission main route.	Vicki completed review draft SEPA Addendum 6/21/01; submitted to Jeff L. and Brian Carrico for review.	Jeff L, Brian Carrico: comments/ input to SEPA Addendum. VM: Complete SEPA Addendum.
7	City of Cle Elum	**Flood Hazard Prevention Permit**	See Yakima River In-Water Work: Emergency Action, Item #8. Information needed from HLA.	Jeff L./HLA.
8	WA Dept Natural Resources	**State Aquatic Land Lease**	Lease currently being negotiated for rock drop and utility trench boxes will include replacement diversion structure (and downstream [north bank] rock barbs)?	Jeff L., Erin Anderson, Gary Berndt.
9	City of Cle Elum	**Critical Areas compliance**	Will be reviewed with Building Permit application(s). Information provided in SEPA Checklist is sufficient.	Brian Carrico
10	Trendwest, US Forest Service and BNSF	See **Property Acquisitions/Easements #7e, and 7f** described under Overall Water Supply System Improvements Project.	See left.	Jeff L.
11	City of Cle Elum	**Building Permit(s)** for replacement diversion structure and raw water pump station.	Not yet applied for. Grading will be reviewed as an element of the Building Permit application.	Jeff L./HLA

Cle Elum River Project Elements:
Rock Drop, Replacement Diversion Structure, Pump Station, and Transmission Main

	Agency/Jurisdiction	Permit or Approval	Status	Responsibility
1	US Army Corps of Engineers	**Section 404 Permit:** Cle Elum River Grade Control Berm and Replacement Diversion Structure.	Not yet applied for. JARPA project description, design and construction information needed from Don Reichmuth. Jeff L: Waiting to submit until after approvals are in-hand for Yakima River system components.	Jeff L. to coordinate with Don Reichmuth; Jeff L. and Vicki to prepare/submit JARPA with input from Don Reichmuth and Jeff Fisher.
2	USFWS / NMFS	**ESA Section 7 Consultation: Biological Opinions**	Complete. USFWS BO received 3/27/02. NMFS BO received 5/14/02.	Done.
3	WA Dept of Fish & Wildlife	**Hydraulic Project Approval:** Cle Elum River in-water work.	Will be processed within 45 days of application. Corps permit JARPA will also be used for HPA application.	Jeff L. and Vicki to prepare/submit JARPA with input from Don Reichmuth and Jeff Fisher.
4	WA Dept of Ecology	**Section 401 Water Quality Certification and Section 173-201 Temporary Water Quality Modification**	Will be processed concurrent with Corps permit application; must issue before Corps permit.	Jeff L. and Vicki to prepare/submit JARPA.
5	Kittitas County	**Shoreline Substantial Development Permit**	Not yet applied for. Vicki has County application as an electronic file; ready to prepare after JARPA.	Jeff L. and Vicki.
6	Kittitas County	**Floodplain Development Permit**	Not yet applied for. Vicki has electronic form; specific survey requirements to be performed by HLA.	Jeff L./HLA.
7	Kittitas County	**Critical Areas compliance**	Likely to be reviewed at the time of County Shoreline Permit application. CAO Section 17A.03.040 identifies checklist of information required.	Jeff L. and Vicki.
8	WA Dept of Natural Resources	**State Aquatic Land Lease** for permanent structures within the Cle Elum River bed.	Not yet applied for. Must wait to apply until all other in-water permits are in-hand, and submit evidence of these to WDNR.	Jeff L.
9	Kittitas County, PSE, BPA, Private Property Owner	See **Property Acquisitions/Easements** #7g, 7h and 7i described under Overall Water Supply System Improvements Project.	See left.	Jeff L.
10	Kittitas County	**Building Permit(s)** for replacement diversion structure and raw water pump station.	Not yet applied for. Grading will be reviewed as an element of the Building Permit application.	Jeff L./HLA.
11	US Forest Service	**Formally abandon and remove existing Cle Elum River Water Supply Diversion** (or renew by 10/31/2004).	Not yet initiated. Inquire with Trendwest whether they now own this property.	Jeff L./HLA

Updated 7/25/02

ATTACHMENT D

City of Cle Elum Regional Wastewater Facilities Project:
Permits and Approvals Required

City of Cle Elum Regional Wastewater Facilities Project: Permits and Approvals Required

Overall Wastewater Facilities Improvements Project

	Agency/Jurisdiction	Permit or Approval	Status	Responsibility
1	WA Dept of Ecology	**Facilities Plan Approval**	Final Facilities Plan issued: September 2002. City adoption pending; to be on Council agenda 11/12/02. Ecology review/approval will follow City adoption.	John Wilson, Earth Tech
2	WA Dept of Ecology	**NPDES Permit Modification** (for outfall discharge)	Will be handled as part of the Facilities Planning process. Must submit 6 months prior to discharge.	John Wilson, Earth Tech, and Bill Fox, Cosmopolitan Engineering
3	City of Cle Elum	**SEPA Compliance: SEPA EIS**	FEIS issued September, 30 2002.	Herrera Environmental Consultants

Wastewater Treatment Plant Improvements:
Construct Secondary Treatment, Sludge Processing and Septage Receiving Facilities

	Agency/Jurisdiction	Permit or Approval	Status	Responsibility
4	WA Dept of Ecology	**Approval of construction plans and specifications:** WAC 173-240 requires engineering reports, plans and specifications to be submitted to Ecology at least 180 days prior to construction.		Engineering Design Consultant
5	City of Cle Elum	**Building Permit**		Engineering Design Consultant
6	WA Dept of Ecology	**Operations and Maintenance Manual approval**		Engineering Design Consultant
7	WA Dept of Ecology	**Completion of Construction Certificate**		Engineering Design Consultant

Outfall and Yakima River Rock Drop (Grade Control Berm)

	Agency/Jurisdiction	Permit or Approval	Status	Responsibility
8	US Army Corps of Engineers	**Individual Section 404 Permit.**	Work with Don Reichmuth to develop project description, JARPA. Submit late October/early Nov 2002.	Vicki Morris, Don Reichmuth, Billy Plauche'
9	NMFS / USFWS	**ESA Section 7 Consultation.** Biological Opinion required (6 months to a year from receipt of B.A per Debbie Knaub.)	Biological Evaluation to be completed (review draft available 9/27/02).	Jeff Fisher, ENTRIX, Inc.
10	WA Dept of Fish & Wildlife	**Hydraulic Project Approval**	JARPA to be submitted to WDFW.	Vicki Morris, Jeff Fisher
11	WA Dept of Ecology	**Section 401 Water Quality Certification and WAC 173-201Temporary Water Quality Modification**	JARPA to be submitted to Ecology.	Vicki Morris, Jeff Fisher
12	City of Cle Elum	**Shoreline Substantial Development Permit:** north half of Yakima River shoreline environment (outfall relocation and rock drop construction).	City will annex project area south of I-90 to the middle of the Yakima River channel.	Vicki Morris, Billy Plauche' Don Reichmuth (possible). Brian Carrico: Annexation.
13	Kittitas County	**Shoreline Substantial Development Permit** (or exemption for fisheries habitat improvement): south half of Yakima River shoreline environment (for rock drop construction).	Met with Clay White 8/22/02. Agreeable to SDP exemption if approved by WDFW as necessary for improvement of fish habitat.	Vicki Morris, Billy Plauche' Brian Carrico
14	City of Cle Elum	**Flood Hazard Prevention Permit:** north half of Yakima River floodplain.		Engineering Design Consultant
15	City of Cle Elum	**Critical Areas compliance**	Will be reviewed with Shoreline Substantial Development Permit.	ENTRIX + Brian Carrico
16	Kittitas County	**Floodplain Development Permit:** south half of Yakima River floodplain.		Engineering Design Consultant
17	Kittitas County	**Critical Areas compliance:** Wetlands Delineation and Mitigation Plan needed if gravel bar to be modified with rock drop construction meets wetland criteria.	Wetlands delineation complete; report in progress (week of 10/07/02).	ENTRIX + Brian Carrico
18	WA Dept of Natural Resources	**State Aquatic Land Lease** for construction within the Yakima River bed.	All other permits for in-water work must be in-hand for the aquatic land lease to issue. WDNR requires that an upland disposal option be considered. Will be addressed in Facilities Plan and transmittal letter to accompany application.	HLA (surveying), Engineering Design Consultant, Brian Carrico, City and Trendwest(?) legal counsel to negotiate least terms.
19	WA Dept of Ecology	**Approval of construction plans and specifications** (possible review of relocated outfall)	WAC 173-240 requires submittal to Ecology at least 180 days prior to construction.	Engineering Design Consultant
20	WA Dept of Ecology	**NPDES Construction General Permit** (if applicable)	For construction disturbance of 5 acres or more; a stormwater management permit. For additional information, see Item #33 on page 5.	Engineering Design Consultant

UGA/MPR Interceptors

	Agency/Jurisdiction	Permit or Approval	Status	Responsibility
21	WA Dept of Fish & Wildlife	**Hydraulic Project Approval**: Crystal Creek crossing.	JARPA complete and submitted 8/29/02.	ESM Consulting Engineers
22	Washington Dept of Ecology	**Section 401 Water Quality Certification, Temporary Water Quality Modification, Wetlands jurisdiction?** – Crystal Creek crossing.	ESM talked with Cathy Reed. Ecology has no apparent concerns if the work is conducted while the streambed is dry.	ESM Consulting Engineers
23	U.S. Army Corps of Engineers	**Nationwide 12 Permit**: Crystal Creek crossing.	Ray Miller (ESM) talked with Joe Brock 10/04/02. Learned NWP required; estimated processing time: 2 weeks.	ESM Consulting Engineers
24	City of Cle Elum and Kittitas County	**Pipeline plans and specifications review / enforcement**	Utilities exempt from Grading permit in City; County has no Grading permit. No Building permit required (BC).	Engineering Design Consultant
25	WA Dept of Ecology	**Review / approval** of large-diameter pipeline design (possible).	WAC 173-240 requires submittal to Ecology at least 180 days prior to construction.	Engineering Design Consultant
26	City of Cle Elum and Kittitas County	**Critical Areas compliance**	Wetland, riparian corridor, fish and wildlife habitat survey needed along pipeline alignment (?) and at Crystal Creek crossing/merge with Roslyn Interceptor: Second Street/Coal Mines Trail. Other critical areas considerations (forest lands, mineral lands, aquifer recharge areas) N/A?	ENTRIX + Brian Carrico
27	WA Dept of Ecology	**NPDES Construction General Permit** (if applicable).	For construction disturbance of 5 acres or more; a stormwater management permit. For additional information, see Item #33 on page 5.	Engineering Design Consultant

Note: Trendwest will be responsible for obtaining construction permits and approvals for the UGA and MPR Interceptors. Ownership and maintenance responsibility for the UGA Interceptor and for the merged line (from the point where the MPR Interceptor merges with the UGA Interceptor in Second Street) will be conveyed to the City sometime after construction.

Roslyn Interceptor

	Agency/Jurisdiction	Permit or Approval	Status	Responsibility
28	WA Dept of Fish & Wildlife	**Hydraulic Project Approval**: Crystal Creek crossings and "dewatering" Crystal Creek; i.e., diverting City of Roslyn return flows (treated effluent) to the Roslyn Interceptor constructed in the Coal Mines Trail, permanently removing this flow from Crystal Creek.	Separate JARPA from that prepared for outfall. Will include significant new trail crossings of the stream in at least two locations to replace existing culverts that don't function properly (BC).	City of Roslyn responsibility? ESM Consulting Engineers?
29	Federal Funding Agency and NMFS / USFWS	**NEPA Environmental Report and ESA Section 7 Consultation?** (possible).	If Roslyn obtains federal grant funds, will require NEPA compliance, including ESA consultation. City has not yet applied for grant funds, and it will be several months before it is known whether grant funds have been awarded.	City of Roslyn responsibility to retain consultant team?
30	City of Cle Elum and Kittitas County	**Pipeline plans and specifications review / enforcement**	Utilities exempt from Grading permit in City; County has no Grading permit. No Building permit required (BC).	City of Roslyn (?) Engineering Design Consultant
31	WA Dept of Ecology	**Review / approval** of large-diameter pipeline design (possible).	WAC 173-240 requires submittal to Ecology at least 180 days prior to construction.	City of Roslyn (?) Engineering Design Consultant
32	City of Cle Elum and Kittitas County	**Critical Areas compliance**	Wetland, riparian corridor, fish and wildlife habitat survey needed for Crystal Creek crossings and work that may encroach on wetlands and/or riparian corridors.	City of Roslyn responsibility (?) or ENTRIX + Brian Carrico
33	WA Dept of Ecology	**NPDES Construction General Permit** (if applicable).	For construction disturbance of 5 acres or more (see Note below); a stormwater management permit (SWPPP, ESCP, BMPs). Must apply at least 38 days prior to any clearing, grading or excavating. Applicant responsible for public notice requirements.	City of Roslyn (?) Engineering Design Consultant

Note: The criteria for NPDES Construction General Permits are currently in a state of revision to include small construction sites 1 to 5 acres in size. Tentative schedule for implementation: February 2003. Website for updates: http://www.ecy.wa.gov/programs/wq/stormwater.

Property Acquisitions, Rights-of-Way and Easements

	Agency/Jurisdiction		Status	Responsibility
34	City of Cle Elum	**Annexation:** South of I-90 and west of the existing wastewater treatment plant site to include outfall alignment and rock drop location, to Yakima River mid-channel.		Brian Carrico and Erin Anderson
35	Various Adjacent Property Owners	**Treatment plant access road improvements.** Convert from easement to right-of-way?	Existing access is via unimproved driveway in a private easement.	Erin Anderson, City Attorney, with input from Engineering Design Consultant
36	Various Adjacent Property Owners	**Obtain easement or right-of-way** for outfall alignment.		Engineering Design Consultant, and Erin Anderson, City Attorney
37	Private Property Owner	**Easement** for rock drop construction in south bank.		Brian Carrico and Erin Anderson
38	Burlington Northern–Santa Fe	**Pipeline crossing permit** (for City's interceptor).		Engineering Design Consultant
39	WA Dept of Transportation	**Pipeline crossing permit** (boring for outfall to cross beneath I-90).		Brian Carrico and Engineering Design Consultant
40	WA Dept of Transportation	**Coordination** re: traffic impacts and possible temporary road closure during interceptor construction in Second Street between Ranger Station Road and Stafford.	RCW 47.24.020(4) allows the City the right to construct underground facilities in state routes inside city limits.	Engineering Design Consultant + Brian Carrico
41	City of Cle Elum and Kittitas County	**Permission** from joint owners (City/County) to construct Roslyn Interceptor within 100-ft wide trail right-of-way.	Compacted gravel trailbed is only 8 to 10 feet wide, posing construction constraints to avoid Critical Areas.	Brian Carrico and Erin Anderson
42	Coal Mines Trail Commission	**Permission** to construct Roslyn Interceptor in Coal Mines Trail.	Need to investigate what form of and process for approval is needed. Provisions of the Coal Mines Trail Management Plan also must be taken into consideration.	Brian Carrico and Erin Anderson