City of Cle Elum
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Implementing Approval: Completeness Review
Process: Review and Consideration
Date Submitted: June 13, 2024
Response Date: July 15, 2024
Applicant: Wildwood Ranch LLC c/o Jeff Stubbs
Parcel(s): 063034 & 623134

City Determination: Additional Review and Discussion required.

The city has reviewed the proposed Development Agreement and offers the following statements, corrections, and requests for additional information. These proposed changes aim to identify the city's position and are open to further discussion, but do not necessarily address all potential issues with your applications. We appreciate your cooperation in addressing these points.

Corrections:

1. There are several locations throughout the DA that refer to both "duplex" and "common wall duplex" Please update to just "common wall". The city defines duplexes to mean a single structure containing two dwelling units, either side by side or above one another where the separate units are similar in size (unlike an ADU); and defines common wall dwellings as, two single-family dwellings, each on their own lot, that are attached together at a common interior-property line. It is my understanding that you are proposing common wall units.
2. Section 4.3 calls out the date of 2023.
3. Section 8.1 calls out a permitted use of a townhouse, please review if this is what you are proposing or if you are still only proposing single family and common wall units.
4. Section 8.2(a), you are not proposing zero lot line, but common wall units, please amend or clarify.
5. Section 8.7(b), remove "such block design is consistent with prudent site design and property boundaries." This may not adequately reflect the position of the city and appears to be an opinion of the developer.

Request for Clarifying Information:

1. The Development Agreement includes several standards that deviate from several sections of the municipal code. CEMC 17.140.030(B) states, in part, "By the terms of this development agreement, the city council may vary or deviate from the otherwise applicable sections of the Cle Elum Municipal Code". For the city to properly assess approving deviations, please identify **all** city development standards, by zoning district, that you are requesting deviations from and include a detailed description of how granting a change is consistent with the general purpose and intent of the specific zoning district, the purpose of the standard, and the city

comprehensive plan. One option would be to create a table showing the standards and what you are proposing. For example:

The applicant is requesting the following variances to the underlying zoning standards:

		Minimum Lot Requirements	Minimum Setback Requirements (in Feet)				
	Zone	Area	Width (feet)	Front	Side (Garage)	Side	Rear
Original PMC	Residential Manufactured Home Sub.	5,000 Square Feet	60	20	10	5	20
Proposed Inclusionary Housing Variances	Wamba Meadows Lots 1-32	2,520 Square Feet	36	20	5	5	20

2. The proposed setback is 10', there is no proposed alley access for onsite parking, narrow lot widths limit availability for on-street parking (less than 15' is shown on some lots). Please provide additional information on how onsite parking will be met.
3. Section 8.7(c) "…and the lot line segments do not exceed 6 lot lines total." Please clarify what this means.
4. Section 8.9(d) please clarify what is meant by "private open space and landscaped buffer along the plat boundaries." Is this in lieu of parks and managed open space, who manages? If the intent is to include a landscaped buffer around the perimeter of the site, it should be noted on the site plan and perhaps memorialized in an easement on the plat to prevent any future construction within that area.
5. Minor and Major modifications need to be clearly defined. What constitutes a minor modification, what constitutes a major modification?

Proposed Changes:

1. Under Section 3, the city proposes the following changes:
    - A 10-year limit to the agreement.
    - A start clock stipulation that if no permits are submitted within a 3-5 year period, the Development Agreement (DA) will become null and void.
    - Explicit language stating that no extensions of the term will be granted, except for those based on issued permits. The current language allowing extensions based on "approval" is confusing and misleading and should be removed.
2. Section 7, Vested Rights. Future fees shall be based on the fee structure at the time of the submittal, including permits and connection fees
3. Section 8.5, lot coverage should include all impervious surfaces, not just buildings and accessory structures.
4. Section 8.6, future building permits for single-family and common-wall dwellings shall include a site plan which demonstrates compliance with the DA.
5. Section 8.8, Stormwater design shall be based on Washington Department of Ecology's Stormwater Management Manual for E. Washington that is in effect on the date the plan is submitted.

6. Section 8.9(d), the following statement is inaccurate, and is a request for deviation from a city standard, please remove: “an alley layout is not required within this development proposal”.
7. Section 8.9(e) Suggest, “vehicular access to all lots will be from public streets” as it currently reads, only single-family lots have access.
8. Section 8.9(f), add the following to the end of this section, “…*as modified by the city’s construction standards*.”
9. Section 9.3, Charges based on the rate structure at the time of connection is what is required, but this statement is in conflict with other sections of this DA. Final plat and residential building permit fees should be based on the time of submittal.
10. Section 10, Acknowledgement of Sufficient Water and Sewer Capacity. Please remove this section from the Development Agreement. The City will not reserve capacity through the Development Agreement and the City will analyze its existing and future water and sewer infrastructure and supply capacity as part of the preliminary plat review process. The analysis will identify any infrastructure improvements or other mitigation necessary to serve the project.
11. Section 11.2, the developer, not the city, is responsible for recording the final plat with the Kittitas County Auditor.
12. Section 11.6, reimbursement fees shall be assessed at the time of submittal, not based on the current fee structure.
13. Section 15, no model home(s) allowed after issuance of the final building permit or after the term of the DA.

We hope this information is helpful. If you have any questions, please do not hesitate to contact me at cmonick@cleelum.gov or (509) 966-7000.

Colleda Monick, Planning Consultant for
City of Cle Elum