

Note to readers: The following document includes proposed conditions of approval provided by Sun Communities in support of their application for major modifications to the Bullfrog UGA Planned Mixed Use Development.

**DRAFT Revised Sun Communities Development Agreement
Working Draft Conditions of Approval
Version 11 – July 19, 2021**

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I. Defined Terms

- A. Adventure Center:** A facility external to the RV Resort open to the public that provides customers or invites the opportunity to engage in recreation activities that may include, but shall not be limited to sledding, tubing, zip lining, ropes course, miniature golf, rock climbing walls, BMX/off-road bicycle course, laser tag, archery, water slides, skateboarding, bowling, or kayaking/paddle boating, athletic facilities, amusement rides and other attractions.
- B. Affordable Housing Unit:** Housing units that are affordable to households earning less than 60 percent of the median income for Kittitas County. To be affordable, a household must spend no more than 30 percent of their monthly gross income on housing. Affordable Housing Units do not count towards the 1,334-unit cap. Affordable Housing Units may be Single-Family or Multi-Family Residential Units.
- C. Amenity Area(s):** Indoor and outdoor spaces provided for active or passive recreation, socializing, and general enjoyment.
- D. Cooperative Agreement:** Agreement between Trendwest (now new Suncadia), the Yakama Nation and the Washington Department of Fish and Wildlife (WDFW) dated December 4, 2000.
- E. Development:** The overall plan of the Developer to develop the Property.
- F. Geomorphic Floodplain:** The physical floodplain of the Cle Elum River and includes those areas occupied by a river during post-glacial (Holocene) times and that are subject to inundation by high flows and lateral migration of the modern river.
- G. Glamping/Camping Unit:** A camping and living unit designed for human habitation or occupancy, construction of canvas or other possible structural and façade finish material on the ground or on an elevated platform (including tree houses). Glamping/Camping units shall be designated as:
- i. Temporary: Temporary glamping/camping units (tents) are intended to have occupancy through appropriate weather seasons and be temporary in nature as they can be removed or relocated throughout the RV Resort. Temporary units will not require a building permit. These units may have both full utilities and individual bathrooms or be more primitive without full services or bathrooms.
 - ii. Permanent: Glamping/Camping Units that are intended for year-round occupancy. Glamping/Camping units include yurts, domes, safari-type

Commented [NJ1]: Speak to Mayor of Ellensburg re: affordable housing. Confirm this is correct

tents, cabins, and “tiny houses”. These structures will include wood and/or composite type decks and/or concrete platforms. Permanent units will include full utility services and/or individual bathrooms. Permanent glamping units will be built to HUD, ANSI, or IBC standards.

- H. Managed Open Space:** The additional Cle Elum River Corridor Open Space shown on the Master Site Plan 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.
- I. Manufactured Home or Mobile Home:** A transportable residential structure fabricated at a factory and built and installed to the US Department of Housing and Urban Development (HUD) and Federal Manufactured Home Construction and Safety Standards (24 CFR Subtitle B, Part 3280) (HUD Code enacted on June 15, 1976) and designed for transportation on its own chassis. “Manufactured Home” and “Mobile Home” can be used interchangeably throughout this document and shall mean the same thing.
- J. Master Site Plan:** Official development plan for the 47 North project, which will need approval by the City of Cle Elum. Does not include any property to be retained by Suncadia and developed separately.
- K. Multi-Family Residential Unit:** A dwelling unit for human habitation or occupancy. Multi-Family Residential Units may be of modular or manufactured home construction or site built. Multi-Family Buildings can be no more than three stories or 50 feet in height.
- L. Natural Open Space:** The area located within the Cle Elum River geomorphic floodplain of the UGA. Motorized vehicles, building structures, vegetative disturbances, domestic animal use, and human use will be subject to appropriate prohibitions and limitations as identified in the Cooperative Agreement.
- M. Park Model:** A trailer-type RV designed for human habitation or occupancy. ANSI Standards identify Park Models as a recreational vehicle, designed and completed on a chassis, mounted on wheels, to provide temporary living quarters for recreational camping or seasonal use, and is certified by the manufacturers as complying with applicable requirements of ANSI A119.5. Park Models have a

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gross trailer area of 400 square feet. The living space of Park Models may also be expanded by up to an additional 800 square feet.

- N. River Corridor Open Space:** Per the definition in the Cooperative Agreement, "Cle Elum River Corridor" refers to the Geomorphic Floodplain area comprised of approximately 1,215 acres of land and depicted on the Master Site Plan. The defined area is subject to the Cooperative Agreement between the Department of Fish and Wildlife, the Yakima Nation, and Trendwest (now New Suncadia) including restrictions detailed therein. These include exclusion of residential uses, no motorized vehicles used for recreation or other purposes unrelated to governmental or property management functions, no riprapping of river banks, except that riprap may be placed to the extent necessary in association with bridge and utility crossings, no impermeable trails or other ground surfaces unless authorized, and no forest management activity, firewood harvest or other removal of dead or down wood except for purposes of fire protection, public health or safety, or other purpose approved by the Trust Board.
- O. Recreational Vehicle or RV:** A vehicle or portable structure built on a chassis and designed to be used for temporary occupancy for travel, recreational or vacation use. RV include, but are not limited to fifth wheels, truck campers, motor homes, travel trailers, camping trailers, tent trailers and park model RVs. "Recreational Vehicle" and "RV" can be used interchangeably throughout this document and shall mean the same thing.
- P. RV Resort:** The area in the Master Site Plan where all RV Sites are located along with all RV Amenities.
- Q. RV Site(s):** Guest/Owner Site reserved for an RV, Park Model, or Glamping/Camping Unit.
- R. Residential Housing Unit:** Guest/Owner Site reserved for a Single-Family Residential Unit or a Multi-Family Residential Unit.
- S. Single-Family Residential Unit:** An individual structure for human habitation or occupancy. Single-Family Residential Units may be of modular or manufactured home construction or site built.

III. Conditions of Approval

The following conditions of approval shall apply to all actions and applications to implement the approved Master Planned Development.

A. Master Site Plan

1. The following uses may be permitted and shall be in conformance with the approved Master Site Plan, Attachment **B**, provided that the Sun Communities may propose revisions to be reviewed and processed by the City in accordance with the provisions of this Development Agreement for major and minor modifications. The Development will contain no more than 1,334 total units, plus an additional 50 units of affordable housing.

a. Residential Uses:

- (1) Single-Family and Multi-Family Residential: Maximum of 750 dwelling units
- (2) Residential Amenity Center

b. Designated Affordable Housing:

- (1) 50 dwelling units

c. RV Resort:

- (1) RV Sites: Maximum of 700 units
- (2) RV Resort Amenity Center

d. Additional Uses:

- (1) Cle Elum Cemetery [Expansion]
- (2) Adventure Center

e. Open Space:

- (1) Parks and Trails
- (2) River Corridor Open Space

Commented [GD2]: If this is dedicated along with the 12-acres then it can be deleted.

Commented [NJ3R2]: Cemetery property not being sold or dedicated at this time

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- (3) Managed Open Space
- (4) Natural Open Space
- (5) Powerline Easement
- (6) Designated Wetlands and Buffers
- (7) Retention/Detention Ponds and Drainage Channels

2. At least 50% of the Master Site Plan property should be retained in open space, including critical areas such as the Cle Elum River, wetlands, and steep slopes. Existing easements are in place to protect the River Corridor Open Space and Managed Open Space in the western portion of the site. These easements should be retained by New Suncadia or transferred to the Applicant (Sun Communities). Any donated property within the Master Site Plan shall count as open space in the open space calculation.
3. A minimum of 10 acres should be set aside for future expansion of the Laurel Hill Memorial Cemetery. The City may acquire this property from Sun Communities at some point in the future.
4. Development areas on-site should be arranged based, in part, on existing topographic features, as reflected in the proposed Master Site Plan. Combined with existing, retained vegetation, site planning should block views of most elements of the project from most public off-site locations, and/or reduce the perceived visibility or scale of the overall project for viewers at ground level from locations where vegetation or topography does not.
5. Phasing – Master Site Plan can be built in phases. Phasing plan shall be submitted for review and approval by the City with construction documents. Any changes to the phasing plan shall be approved by the City.

B. Building and Construction

6. Building permit applications shall be subject to the International Building Code (IBC) and related codes as adopted and implemented by the City of Cle Elum in effect at the time an application is submitted and deemed by the City to be complete, provided that:

Commented [GD4]: We need to make sure that any property to be retained by Suncadia is clearly identified and not included within the boundaries of the Master Site Plan.

Commented [GD5]: We need to further discuss and confirm the standards that will govern the construction and installation of the proposed modular housing.

Commented [NJ6R5]: Standards have been listed in the document

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- a. Manufactured Housing shall be constructed and installed in accordance with US Department of Housing and Urban Development (HUD), and Federal MFG Home Construction and Safety Standards of the US Dept of Housing and Urban Development (24CFR part 3280) standards and these conditions of approval
 - b. Park Models shall be constructed and installed in accordance with ANSI 2020 A119.5 Standards.
 - c. Permanent Glamping Units shall be constructed and installed in accordance with HUD, ANSI, or IBC code, the Federal Energy Code, and local code and ordinances as necessary. Temporary Glamping Units won't need building permits because they are temporary tent structures.
 - d. RV sites shall be constructed and installed in accordance with local code and ordinances, and as designated in this Development Agreement, Conditions of Approval and Development Standards.
7. All Development on-site shall conform with the 47 North Design Standards attached as Exhibit X.
8. Proposed development should be consistent with architectural design and materials guidelines that should be developed by the Applicant for residential and other structures, and specifically tailored for the 47th North project site to ensure an overall consistent visual quality. Building materials should include muted colors and textures that are intended to blend into the existing natural setting.
9. The following modifications or exceptions to the Cle Elum Municipal Code shall be allowed for this Development:
- a. None of the structures or uses proposed in the Master Site Plan shall require a "Conditional Use Permit" as required by 17.16.030.G & 17.51.E.
 - b. Parking at curbside of Residential Manufactured Home "mini parks" shall meet the conditions of 17.16.020A.2 for parking to parks and playgrounds requiring "off-street parking. Ordinance 17.16.020A.2 shall not apply to parks or playgrounds within the RV resort.
 - c. Patios and decks shall be allowed within RV sites. The following appliances are allowed per site: BBQ grills, outdoor kitchens, gas fire pits and/or fireplaces. (Ordinance 17.51.C)
 - d. Visitor Parking: Requirement for 1 additional "visitor" parking space for every 8 sites shall be eliminated. (Ordinance 17.51.H.5)
 - e. Accessory Uses: Grocery stores and convenience shops will be permitted as accessory uses to the RV Resort. In addition to the already permitted accessory uses, the following accessory uses will be permitted: restaurants, bars, general stores, wellness center, buildings to house and care for horses and livestock, agriculture space, activity spaces including artist studios, retail establishments,

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- mobile food service (ie food trucks), space for live entertainment, group events and associated catering, amusement attractions, etc. (Ordinance 17.51.17.I.)
- f. The requirement for accessory establishments to not occupy more than 5% of gross RV Resort area shall be amended to include up to 20% of gross Resort area. (Ordinance 17.51.17.I.1)
 - g. Ordinance 17.51.17.I.2 The RV resort shall not be subject to establishments being visible from a public road.
 - h. Ordinance 17.64.040: The “Preservation of Significant Trees Plan shall be submitted to the City, for all areas to be disturbed.”
 - i. Ordinance 17.64.100 Tree Replacement
Ordinance 17.64.050: Landscaping of Surface Parking Areas
10. Site development should follow the [Land Stewardship Plan] (LSP) that is used for Suncadia, which includes provisions for control of noxious weeds during construction, and fire-wising (e.g., thinning small trees, cutting limbs, raking debris and other fuel-reduction techniques) during operation of the project. The LSP should be reviewed and updated, as necessary.
11. Sun Communities shall submit an Emergency Management Plan to protect the public health, safety, and welfare during construction activities. This plan shall include, but is not limited to, all weather access for emergency vehicles and measures necessary to prevent and respond to wildfires.
- a. The preparation of this plan will be coordinated with and approved by the City of Cle Elum public safety officers and the Kittitas County Fire Marshall.
 - b. This plan shall be periodically updated by Sun Communities and all applications will include information documenting compliance with the approved Emergency Management Plan and these Conditions of Approval.
12. Sun Communities shall comply with all applicable requirements of RCW 27.44 and RCW 27.53 regarding cultural and historic resources, including the following:
- a. Consultation with Department of Archaeology and Historic Preservation (DAHP) and Confederated Tribes and Bands of the Yakama Nation (Yakama Nation) will occur during construction activities.
 - b. Compliance with all state regulations (e.g., RCW 27.44, RCW 27.53, SEPA) related to cultural resources is required. This includes State law regarding the need for an Archaeological Site Alteration Permit from DAHP for any disturbance to archaeological sites with objects that pre-date the historic era (i.e., precontact archaeological sites) or disturbance to historic archaeological resources

Commented [NJ7]: Need to discuss these three with City

Commented [SC8]: I'm sure we have this, but is there anything in it we need to amend?

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that are eligible for or listed in the NRHP. Alterations to a site can include adding fill, building on, removing trees, using heavy equipment on, compacting, or other activities that would change or potentially impact the site, as well as archaeological excavations.

- c. An inadvertent discovery plan will be adopted for the project and made available onsite during construction.
 - d. Onsite monitoring by a professional archaeologist or cultural resources specialist will take place during all ground disturbing activities with potential to intersect Holocene deposits, which were observed up to 8.5 feet below ground surface, including clearing, grubbing, grading, and construction excavations.
 - e. Construction personnel will be trained on the identification of archaeological resources.
 - f. If ground disturbing or other activities result in the inadvertent discovery of archaeological deposits, work will be halted in the immediate area and contact made with DAHP. Work would be halted until such time as further investigation and appropriate consultation is concluded.
 - g. In the unlikely event of the inadvertent discovery of human remains, work would be immediately halted in the area, the discovery covered and secured against further disturbance, and contact made with law enforcement personnel, consistent with the provisions set forth in RCW 27.44.055 and RCW 68.60.055.
13. The City will exercise best efforts to provide 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.
14. Worker safety measures will be implemented during construction consistent with Occupational Safety and Health Administration (OSHA) and Washington Industrial Safety and Health Act (WISHA).

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15. Structural Standards: The Cle Elum Municipal Code performance standards for development in geologically hazardous areas (CEMC 18.01.070 (F)) will be followed. These standards include the following:
 - a. Structures and improvements shall minimize alterations to the natural contour of the slope, and foundations shall be tiered where possible to conform to the existing topography
 - b. Structures and improvements shall be located to preserve the most critical portion of the site and its natural landforms and vegetation
 - c. The proposed development shall not result in greater risk or a need for increased buffers on neighboring properties
 - d. Development shall be designed to minimize impervious surfaces within the critical area and critical area buffer

16. Erosion Hazards: A Temporary Erosion and Sediment Control (TESC) and Stormwater Pollution Prevention Plan (SWPPP) will be developed for the project and erosion and sedimentation control Best Management Practices (BMPs) will be implemented during construction as described in the 2019 *Washington State Department of Ecology Manual for Eastern Washington* (2019 Ecology Manual). BMPs may include but are not limited to the following:
 - a. Use of stabilized construction entrances;
 - b. Stabilization of construction roads and parking areas;
 - c. Applying water to exposed soil surfaces to control dust;
 - d. Use of wheel washes for construction traffic leaving the site;
 - e. Use of sediment traps and inlet/outlet controls where applicable;
 - f. Use of perimeter silt fencing; and,
 - g. Use of temporary cover measures such as sheet plastic, mulch, and hydroseed

17. 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.

18. 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,

Commented [KB9]: General comment: Why are we putting basic code / regulatory requirements in this document?

Commented [GD10]: Is this provision necessary?

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no fill, topsoil or debris shall be deposited on slopes in excess of 25 percent with a vertical height greater than 5 feet or within 25 feet of the top of the slope.

19. During construction, monitoring of erosion and sediment control by a Certified Erosion and Sediment Control Lead will be required by the Applicant.
20. Landslide Hazards: Foundation setbacks for buildings and other structures would comply with criteria established in Section 1808.7 of the 2015 *International Building Code* (IBC), including:
 - a. For foundations located adjacent to the top of steep (> 33.3%) slopes, the face of the foundations would be set back from the steep slope a distance equal to or greater than the lesser of 40 feet or H/3 where “H” is equal to the height of the steep slope; and,
 - b. For structures located adjacent to the toe of a steep (> 33.3%) slopes, the face of the structures would be set back from the toe of the steep slope a distance equal to or greater than the lesser of 15 feet or H/2 where “H” is equal to the height of the steep slope.
21. Placement of structural fill will be avoided on or adjacent to the top of steep (greater) than 40% slopes.
22. Permanent cut or fill slopes will not exceed a maximum inclination of 50%.
23. Infiltration facility setbacks from steep slopes will comply with requirements outlined in the 2019 Ecology Manual. Specifically, the 2019 Ecology Manual requires that infiltration ponds be set back from the top of a slope of 15% or steeper at a distance equal to or greater than the height of the slope. The 2019 Ecology Manual allows for lesser or greater setbacks where a comprehensive site assessment concludes that the alternate setback is justified based on the site conditions. Slopes in excess of 15% exist on the adjacent 25-acre commercial property and on the municipal/community recreation center site. Siting of infiltration facilities in these areas would consider the slope setback requirements of the 2019 Ecology Manual.

C. Local Hiring and Purchasing

24. Sun Communities will actively recruit and attempt to hire qualified local residents during the construction period and during on-going operations to minimize in-migration employment and associated housing impacts.
 - a. Sun and its contractors will be required to advertise locally for open positions.

Commented [KB11]: We should find if this applies to decks

Commented [NJ12R11]: Further review needed here re: decks

Commented [GD13]: Let's discuss goals, targets, and/or methods for determining compliance.

Commented [NJ15R14]: How does this impact sales tax to the City?

Commented [GD14]: We need to research and address measures to maximize sales tax revenues to the City.

D. Environmental Protections

- 25. The following mitigation measures will be used to minimize air quality and odors issues caused by construction equipment tailpipe emissions:
 - a. Maintaining the engines of construction equipment according to manufacturers' specifications
 - b. Minimize idling of equipment while the equipment is not in use
 - c. If there is heavy traffic during some periods of the day, schedule haul traffic during off-peak times (e.g., between 9:00 AM and 4:00 PM) when it would have the least effect on traffic and would minimize indirect increases in traffic-related emissions.

- 26. No wood-burning stoves shall be permitted within the Master Site Plan. Traditional, wood-fueled campfires will not be permitted within the Master Site Plan. Only gas fireplaces, fire pits, and stoves are permitted.

- 27. Construction and development will comply with applicable air quality regulations, including:
 - a. National Ambient Air Quality Standards (NAAQS)
 - b. State Ambient Air Quality Standards
 - c. Ecology's Indoor Burning Smoke Reduction Zone regulatory framework
 - d. State and City of Cle Elum outdoor burning regulations
 - e. State of Washington GHG laws

- 28. Land-clearing debris shall be disposed of in accordance with City standards.

- 29. Construction activities within the Master Site Plan shall be limited to:
 - a. Monday through Friday - 7:00 AM to 7:00 PM
 - b. Saturday - 9:00 AM to 5:00 PM
 - c. Sunday construction may be permitted during Phase 1 in accordance with a construction plan approved by the City. In all subsequent phases, construction on Sunday shall only be permitted on an emergency basis or to address unique and unusual circumstances and shall require written approval in advance by the City.
 - d. Equipment servicing and maintenance times should be unrestricted. The City may review and approve case-by-case exceptions to this condition if justified to comply with Washington State Department of Natural Resources industrial restrictions.

Commented [GD16]: Does the City have adequate provisions in place to deal with this?

Commented [GD17]: Doesn't the CEMC address this? What about holidays?

Commented [GD18]: Let's discuss this. Does the City have a noise ordinance of general applicability?

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30. All construction equipment shall have functioning mufflers, intake silencers, and engine closures to minimize construction equipment noise.
31. 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.
32. Construction and operation of the project will be generally consistent with numerous Cle Elum Municipal Code requirements related to noise, including Chapter 2.48.130, Chapter 8.12.020, Chapter 10.20, Chapter 10.24.020, and Chapter 17.51.010. Washington State noise regulations will apply where the CEMC has not established noise thresholds.
33. Sun Communities shall comply with all of the requirements for fish and wildlife mitigation contained in the Cooperative Agreement that apply to the Master Site Plan.
34. Cleared areas of the site that are going to be put into landscaping shall be re-vegetated with native fire-resistant plants generally found in a Ponderosa pine dominant forest, 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 shall 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.
35. The 47° North project will adhere to the City of Cle Elum critical areas ordinance and Shoreline Master Program regulations regarding avoidance and minimization of impacts, as well as buffer requirements and protection of fish and wildlife habitat conservation areas.
36. Construction limits, including staging areas, will be clearly marked in the field prior to beginning construction activities.
37. The limits of wetland buffer areas will be clearly marked on construction plans and in the field to prevent unauthorized damage to critical areas during construction.
38. Construction staging areas will be located outside of wetland buffers within the RV resort area to minimize impacts to vegetation.

Commented [GD19]: We need to figure out what this is and provide more detail and/or attach or otherwise incorporate by reference.

Commented [NJ20R19]: Need to add summary of standards here

Commented [GD21]: Let's discuss. Why not reference the Eastern Washington Stormwater Manual and the City's standards? Suncadia addressed this through CC&Rs.

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39. Any wetland buffer areas temporarily disturbed for construction access and staging will be revegetated with a mixture of native plant species following completion of construction activities, pursuant to an approved mitigation plan.
40. Vehicle re-fueling and maintenance activities will be avoided within wetland buffers, or within at least 100 feet of wetlands.
41. Appropriate BMPs and TESC measures will be implemented in accordance with an approved SWPPP, consistent with standards of the 2019 Ecology Manual, including specific measures to prevent and control spills of pollutants, and to handle, control, and store potential contaminants and their potential to damage surface waters and fisheries resources.

Washington State Department of Natural Resources (WDNR) Industrial Precautions will apply to all equipment and clearing and grading until hydrants are operational to provide fire prevention.

E. Housing

42. Sun Communities shall convey to the City of Cle Elum or other public or non-profit entity approved by the City, land 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 1,334-dwelling 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. Sun Communities shall be responsible for providing access as well as water and sewer service, in accordance with City standards, up to the parcel boundaries.
 - c. 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.

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- d. Sun Communities will be given the option to assist in the selection process for potential owners/developers of the affordable housing parcel.
43. As an alternative to the dedication of land for affordable housing, this condition may instead be met through the through a subsequent agreement with the City to designate at least 50 dwelling units within the residential area of the Master Site Plan as Affordable Housing Units.
- a. These 50 housing units shall not be counted towards the 1,334 dwelling unit maximum in this Development Agreement
 - b. To be considered an Affordable Housing Unit, housing costs shall be affordable to households earning less than 60 percent of the median income for Kittitas County, as published by the US Census Bureau for Kittitas County. Rent or PITI (Principal, Interest, Taxes, Insurance) shall not exceed 30% of a household's monthly income.
 - c. Sun Communities and the City may execute a separate agreement to ensure that at least 50 dwelling units within the designated residential area shall meet the affordability criteria and shall be available for sale or lease, for a specified period
 - d. These dwelling units shall be added to and increase the total number of dwelling units permitted through the Master Site Plan.
 - e. At least 25 Affordable Housing Units shall be built by the time the first 400 Residential Units have been constructed. The remaining 25 Affordable Housing Units shall be constructed with the remaining Residential Units.
44. A minimum of 150 Residential Housing Units, not including the 50 Affordable Housing Units, will remain rental units and a covenant will be recorded on the property to ensure this condition continues for 20 years.
45. Temporary Construction Worker Housing
- a. Sun Communities may construct, subject to City review and approval, not more than 100 recreational vehicle sites to house temporary construction workers, 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 temporary housing 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 as well as the existing cemetery and proposed cemetery expansion.

Commented [GD22]: Since the SFR housing will be constructed off-site, there may not be as many construction workers on site as originally envisioned, this provision can be deleted unless there is a specific need to include a similar provision.

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- b. The number of temporary housing sites will count against the 1,334 maximum unit count until the temporary housing sites are removed and replaced with permanent Residential Housing Units or RV Sites.
- c. Prior to construction of any temporary housing sites, Sun Communities shall submit to the City for review and approval a temporary housing management plan that addresses ongoing maintenance and operations obligations.
- d. The temporary housing use must be removed within six months of completion of construction.

Commented [GD23]: This should be refined so that if buildout is over an extended period there isn't a near permanent temporary RV park.

F. Parks, Recreation, and Trails

- 46. Park improvements within the residential areas shall be designed, constructed, owned, and maintained by Sun Communities in accordance with then-applicable City standards and this Agreement.
 - a. Three public trail parks totaling approximately 1.5 acres and two Community Trail Parks totaling 1.0 acres will be constructed. The locations of this parks will be shown in the Master Site Plan. These parks will be open to the public, but owned and maintained by Sun Communities. All other parks within the Master Site Plan will be for residents and guests of the 47 North Development only. The exact location and design for these parks will be submitted with construction documents for building permit, as required by Code.
 - b. The specific locations and sizes of parks will be identified in the application and on the Master Site Plan in accordance with Parks and Recreation Targets/Goals in the City's Comprehensive Plan.
- 47. Sun Communities shall submit a Parks and Trails Plan as part of the Master Site Plan to be approved by the City that describes in more detail the proposed use and location of all parks and trails.
 - a. This plan shall be periodically updated by Sun Communities and approved by the City, and all applications will include information documenting compliance with the Master Site Plan and these Conditions of Approval.
- 48. Sun Communities shall construct within the Master Site Plan a combination of soft-surface and hard-surface trails or other pedestrian circulation such as sidewalks generally along the routes shown in the Master Site Plan. .

Commented [NJ24]: What are the differences in the Public Trail Parks & Community Trail Parks? Do these terms need to be defined?

Commented [GD25]: Insert a more detailed description of what the phasing plan should include.

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- a. All trails, except for those within the boundaries of the RV Resort, as depicted on the approved Master Site Plan, shall be open to the public.
 - b. All trails shall be designed, constructed, owned, and maintained by Sun Communities in accordance with the Development Standards included in Attachment X and the provisions of this Development Agreement.
 - c. All trails constructed by Sun Communities in the development and open space areas onsite will be owned and maintained by Sun Communities. Trails or specific courses that are permitted in the open space areas, approved by Sun Communities, and constructed by the Horse Park, will be maintained by the Horse Park. Any trails or trail connections constructed on property not owned by Sun Communities will not be maintained by Sun Communities.
49. Sun Communities shall support the City's efforts to obtain any necessary right-of-way or easement and to construct an off-site connection from trails in the Master Site Plan to the existing Coal Mines Trail.
- a. Once the City has obtained the necessary right-of-way or easement, Sun Communities 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.
50. Amenity Centers – At least two private recreational amenity centers will be provided, one in the RV resort and the other in the residential area. These Amenity Centers are not required to be open to the public.
51. Adventure Center - Sun Communities may submit for City review and approval plans for an Adventure Center as depicted on the Master Site Plan.
- a. If constructed, the Adventure Center will be open to the public.
 - b. Sun Communities may charge a fee for the use of this facility, provided that non-Sun residents shall not be required to pay more than Sun residents or Sun guests living or staying in the Development.

Commented [GD26]: Do we need to specify what constitutes support?

Commented [GD27]: What is the basis for this figure? What about inflation?

G. Open Space and Buffers

52. All areas shown as open space on the approved Master Site Plan shall be subject to the use limitations and management requirements of the Cooperative Agreement.
53. No direct impacts to wetlands or the Cle Elum River should occur. The riparian wetlands along the Cle Elum River should be retained within dedicated open space that will encompass their required buffers and the entire river corridor, as well as additional forest habitat.
54. Isolated Wetlands 4, 5, and 6 and their buffers will be retained in an open space tract.
55. The Cle Elum River Corridor Open Space as depicted on the Master Site Plan shall be set aside in a combination of permanent Natural Open Space and Managed Open Space, consistent with the requirements, use limitations and management requirements described in the Cooperative Agreement between Trendwest, the Yakama Nation and the Washington Department of Fish and Wildlife (WDFW) dated December 4, 2000, ("Cooperative Agreement").
- a. Natural Open Space shall be that area located within the Cle Elum River geomorphic floodplain of the UGA. Motorized vehicles, building structures, vegetative disturbances, domestic animal use, and human use will be subject to appropriate prohibitions and limitations as identified in the Cooperative Agreement, unless otherwise agreed to by the Kittitas Conservation Trust. The additional Cle Elum River Corridor Open Space shown on Attachment XX that is located outside of and adjacent to, the geomorphic floodplain shall be considered Managed Open Space and may be more intensely managed or changed by selective logging, thinning or vegetation removal to establish better habitat conditions conducive to selected species and to establish more useable area for recreational purposes. Though no residential development will occur in this open space, limitations on structures, motorized vehicles, domestic animal use, and human use will be less restrictive than in the Natural Open Space.
- b. While the City is not a party to the Cooperative Agreement, by this Condition the City shall be given the opportunity to review and comment on all of the implementation measures in those agreements that affect the Cle Elum River corridor within the UGA or affect land uses within the UGA, and any changes from the requirements of those agreements that are proposed by the parties to those agreements that affect the Cle Elum River corridor within the UGA or affect land uses within the UGA shall not be

Commented [GD28]: Let's make sure that we have a clear and common understanding of how is responsible for managing each open space area and what is/isn't permitted in each area.

Commented [GD29]: We have copies of the specific conservation easements, let's just reference them.

Commented [GD30]: Since the open space areas are specified, can't we be more specific? The Cooperative Agreement may be more narrow in scope than this.

Commented [GD31]: Can we review these documents and insert the specific provisions to eliminate the need for subsequent interpretation?

Commented [GD32]: Let's discuss this.

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applied if inconsistent with these Conditions of Approval unless and until the City specifically approves such changes.

56. Conservation easements that were granted for the Managed Open Space and River Corridor Open Space onsite by Trendwest to the Kittitas Conservation Trust should remain in effect with the proposed project.
57. Provisions shall be made for at least a 100-foot buffer outside of and adjacent to the Bullfrog Road right-of-way. If additional right-of-way is required for the improvements to the Bullfrog Road, the 100-foot buffer shall be measured after acquisition of any such additional right-of-way at that location.
 - a. 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 development from Bullfrog Road.

H. Landscaping

58. Landscaping should be provided throughout the site and should create transitions and buffers between various land uses on and adjacent to the site, where necessary.
59. Landscaping with native plants is encouraged to help visually and aesthetically connect the site to the surrounding area. Detailed landscape and irrigation plans will be included in the construction documents submitted for permits.
60. The proposed landscaping on-site will generally consist of natural, local, and drought tolerant plants, including hydroseed mixes that could include wildflowers, but not any plants considered to be noxious weeds – a Noxious Weed Plan should be prepared to ensure that such plants are not planted. Imported soil materials should also be weed-free. The use of native plant material could benefit wildlife.
61. Irrigation efficiency will be promoted through educating and recommending the use of drought-tolerant landscaping to the residential and commercial property owners.

I. Lighting

62. Low-pressure sodium lights or LED lights and full-cutoff shielding should be used on outdoor light fixtures.
63. Residential area light fixtures should not be mounted higher than 30 feet.
64. Unnecessary lighting of building facades should be avoided.
65. Standards/recommendations for roadway lighting intensity consistent with the Illuminating Engineering Society of North America will be adopted.
66. Lighting designs will be implemented in accordance with the International Dark Sky Association's Zone E1 Standards. These standards are recommended for use in "areas with intrinsically dark landscapes." Examples are national parks, areas of outstanding natural beauty, areas surrounding major astronomical observatories, or residential areas where inhabitants have expressed a strong desire that all light trespass be strictly limited."

J. Utilities

67. All water main, sanitary sewer, and storm sewer utilities within the Master Site Plan will be privately owned and maintained by Sun Communities unless otherwise specified on the Master Site Plan or within this Development Agreement.
 - a. All public utilities located on private property shall include such easements as may be necessary to allow for inspection, maintenance, and repair.
68. All service lines shall be installed underground.
69. Any utilities provided within the public right-of-way shall be subject to the terms of any applicable City utility franchise agreement now or hereafter executed by the City.
70. Recycling within the 47° North development shall be encouraged. Sun will provide recycling options to residents and guests of 47 North.
 - a. A Construction C&D recycling program will be developed which will require contractor participation and must be approved by Kittitas County Solid Waste Department prior to the start of construction

Commented [GD33]: Let's further discuss this.

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71. The Applicant will handle all construction debris, separate re-cyclable materials, and otherwise handle all its solid waste and household hazardous waste consistent with the requirement for such handling in the Kittitas SWMP.

Water

72. Sun Communities will design, construct, own, operate and privately maintain a Group A water distribution system to serve the Master Site Plan in accordance with the following conditions:

- a. All properties within the Master Site Plan shall be connected to the City's water system. ~~No onsite wells will be permitted.~~
- b. Sun Communities is encouraged to explore the feasibility of establishing a separate irrigation system for the maintenance of landscaped areas.
- c. All improvements shall be designed and constructed in conformance with Development Standards provided in Exhibit X to this Development Agreement and shall be subject to City review and approval.
- d. Sun Communities will be a potable water customer to the City of Cle Elum.
- e. The City shall provide a monthly water bill for water use through each master meter. Sun Communities will make a payment directly to the City and shall be responsible for the collection of payment from individual users.
- f. ~~In the event that there is a public use that receives water through one of the master meters serving Sun Communities properties, the City shall deduct this water from the monthly invoice.~~
- g. ~~Water rights.~~ Sufficient water rights are available from New Suncadia to supply water for proposed development of the 47° North site and the adjacent 25-acre property. New Suncadia and Ecology signed an agreement in December 2015 regarding how they would use their water rights and their mitigation obligations, including putting water rights into Ecology's Trust Water Rights Program and transferring water rights to the City of Cle Elum. The transfer of water rights to the City is pending.
- h. In accordance with the City of Cle Elum's adopted water policy for the UGA, the City will initially issue certificates of water availability for the project based on the water use rate set forth in the City's 2015 Comprehensive Water Plan. The Washington State DOH design criteria requires a minimum of

Commented [NJ34]: Would like to discuss the possibility of a well for irrigation

Commented [GD35]: We need to clarify what public uses this applies to and does not apply to. For instance, Sun Communities may be responsible for irrigating landscaping along a trail open to public use.

Commented [NJ36]: Will the public parks be irrigated? If so, who is paying for the water?

Commented [GD37]: Has water rights transfers already occurred, consistent with June 2001 Water Supply Agreement?

Commented [NJ38R37]: Yes

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three years of historical consumption data be used in establishing ERU average demand.

i. Water Connection Fees

73. Water System Infrastructure Improvements: Sun Communities will contribute its pro-rata share of \$xxx,000.00 to construct certain improvements to the City's water system required to serve the project, which includes only the following improvements:

- a. Filter train in the water treatment plant
- b. Finished water pump in Pressure Zone 3
- c. Reservoir in Pressure Zone 3

74. Water System Improvements listed above will be completed by the City of Cle Elum. Sun Communities' only responsibility is the monetary payment of its pro-rata share of the improvements. Payment of the pro-rata share is due when the City executes contracts for the work listed above.

75. The City of Cle Elum will provide adequate water supply and pressure to service the improvements in the Master Site Plan.

76. Water Use

- a. Water Use Standards have been updated as part of the Development Standards (included in Exhibit X) for the proposed development
- b. Water Use & Conservation Policies
 - 1. Low Flow Fixtures will be required in all buildings in the development
 - 2. Other Water Conservation Methods

77. All the non-residential buildings in the Master Site Plan will include sprinkler systems in case of fire when required by City Building Code.

78. Fire hydrants should be provided throughout all residential and RV Resort areas.

Sanitary Sewer

79. Sun Communities will design, construct, operate and privately maintain a sanitary sewer collection system to serve the Master Site Plan in accordance with the following conditions:

- a. All properties within the Master Site Plan shall be connected to the City's sanitary sewer system. No septic systems shall be permitted.

Commented [GD39]: Insert reference to current connection fees and what in covers.

Commented [NJ40]: Need to define Sun's pro-rata share of water improvements

Commented [NJ41]: What is the trigger point for the City to do this work?

Commented [NJ42]: What are the remedies if this doesn't happen?

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- b. All improvements shall be designed to Development Standards provided in Exhibit X to this Development Agreement and constructed in conformance with City standards and shall be subject to City review and approval.
 - c. Sun Communities will be a sanitary sewer customer to the City of Cle Elum. Residents within the residential area of the Master Site Plan will be charged for sewer use by Sun separately.
80. The City shall provide a monthly sewer bill to Sun Communities. Sun will make a payment directly to the City and shall be responsible for the collection of payment from individual users.
81. In the event that there is a public use that discharges effluent through one of the master meters serving Sun Communities properties, the City shall make the appropriate deduction from the monthly invoice.

82. Sanitary Connection fees

Storm Water Management

83. All construction and development activity within the Master Site Plan shall comply with the 2019 Washington State Department of Ecology Stormwater Management Manual for Eastern Washington as adopted and implemented by the City, including any later adopted amendments or updated Manuals.
84. All stormwater management facilities serving the Master Site Plan shall be designed, constructed, owned, operated, and maintained by Sun Communities, unless otherwise agreed to in writing by the parties.
85. Sun Communities shall submit for City review and approval a Master Drainage Plan, consistent with the 2019 Ecology Manual, that includes a Permanent Stormwater Control Plan and a Temporary Erosion and Sedimentation Control Plan, provided that:
- a. The Master Drainage Plan need not include the design of specific drainage facilities for a specific phase of development. These specific design plans may be submitted with the implementing application(s) for each subsequent phase of development; and
 - b. The Master Drainage Plan need not include the design of specific facilities to manage storm water during construction. These specific design plans may be submitted with the implementing application(s) for each subsequent phase of development.

Commented [GD43]: We need to clarify what public uses this applies to and does not apply to. For instance, Sun Communities may be responsible for irrigating landscaping along a trail open to public use.

Commented [GD44]: Insert reference to current connection fees and what in covers.

Commented [KB45]: More regulations that should be removed

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86. Without limiting the requirements of the applicable DOE Manual, as adopted and implemented by the City, the Master Drainage Plan submittal shall include the following:
 - a. The amount of impervious surface proposed within the Master Plan as a whole and broken down by development areas.
 - b. The volume of runoff projected from within the Master Site Plan as a whole and broken down by individual development areas.
 - c. A conceptual explanation of how stormwater from the Master Site Plan as a whole and from each individual development area.
87. Temporary stormwater management measures will be implemented that will follow the BMPs and requirements of the Construction SWPPP and the currently active National Pollutant Discharge Elimination System (NPDES) Permit (No. WA0052361) for the project.
88. Stormwater Infiltration facilities will be sited to avoid increasing the potential for landslides in any steep slope or landslide hazard areas.
89. Design-level exploration and infiltration testing will be performed for the proposed infiltration ponds to assess suitable infiltration rates for infiltration facility design, as described in the 2019 Ecology Manual.
90. As necessary, clean stormwater runoff will be directed to the wetland's catchment area to retain the wetland hydrology.

K. Transportation
Streets and Public Access

91. All roads in the Master Site Plan shall be designed, constructed, owned, and maintained by Sun Communities in accordance with the Development Standards included in Exhibit X of this Development Agreement unless otherwise specified in this Agreement. All streets and roads shall be subject to City design review and approval. Roads will be designed in accordance with the Design Standards for the project included in Exhibit X.
92. Any emergency vehicle access, other than the public right of way will be coordinated with the City of Cle Elum Fire Marshall.

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Traffic Mitigation

93. Developer is solely responsible for design and construction of intersection improvements at the intersections listed below. These improvements will be shown on the final construction drawings for the project and will be required to be constructed before any final Certificate of Occupancy is issued within the Master Site Plan.
- a. 903 / New Connector Road
 - b. Bullfrog Road / RV Resort Entrance Drive
94. Per the FSEIS, the following intersection improvements are needed between 2025 and 2037:
- a. #8 Ranger Sta Rd / Miller Ave / W 2nd Street – *Baseline 2025*
 - b. #11 Douglas Munroe Blvd / W 2nd Street (SR 903) – *Baseline 2025***
 - c. #12 N Pine Street / W 1st Street – *Baseline 2025*
 - d. #13 N Stafford Ave / W 2nd Street (SR 903) – *Baseline 2025*
 - e. #9 N Pine Street / W 2nd Street (SR 903) – *SEIS Alt 6 2025*
 - f. #15 N Oakes Ave / W 2nd Street (SR 903) – *SEIS Alt 6 2025*
 - g. #1 Bullfrog Road / I-90 EB Ramps – *SEIS Alt 6 2031*
 - h. #7 Denny Ave / W 2nd Street (SR 903) – *SEIS Alt 6 2031*
 - i. #21 Pennsylvania Ave / 1st Street (SR 903) – *SEIS Alt 6 2031*
 - j. #2 Bullfrog Road / I-90 WB Ramps – *SEIS Alt 6 2037*
 - k. #3 Bullfrog Road / Tumble Creek Drive – *SEIS Alt 6 2037*
95. The impacted intersections from the Final SEIS are listed in the chart below, along with the improvements required, and estimates of total construction costs of these improvements and 47° North's share of the costs.

Intersection	Year Needed	Improvement Required	Total Construction Cost	47 North Share	47 North Estimated Cost Share
SR 903 / Ranger Station / Miller Ave	2025	Compact RAB	\$793,000.00	18.4%	\$145,912.00
SR 903 / N Pine St / W 2 nd St	2025	Compact RAB	\$793,000.00	84%	\$666,120.00
SR 903 / Denny Ave / W 2 nd Street	2031	Realignment	\$242,820.00	61%	\$148,120.00
SR 903 / N Stafford Ave / W 2 nd Street	2025	Compact RAB	\$793,000.00	15%	\$118,000.00
SR 903 / N Oakes Ave / W 2 nd Street	2025	Compact RAB	\$793,000.00	84%	\$666,120.00
SR 903 / Pennsylvania / 1st Street	2031	All-Way Stop	\$61,000.00	61%	\$37,210.00
Bullfrog Road / I-90 EB Ramp	2031	Compact RAB	\$1,830,000.00	61%	\$1,116,300.00
Bullfrog Road / I-90 WB Ramp	2037	Compact RAB	\$1,830,000.00	0%	\$0.00
Bullfrog Road / Tumble Creek Drive	2037	Realignment	\$244,000.00	0%	\$0.00
Douglas Munro Blvd / W 1 st Street	2025	Compact RAB	\$793,000.00	2.4%	\$19,032.00
N Pine Street / W 1 st Street	2025	Compact RAB	\$91,500.00	2.2%	\$2,013.00
TOTAL ESTIMATED COST			\$8,257,987.00		\$2,918,827.00

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96. Developer will pay 47° North's share of the traffic mitigation improvements to the City of Cle Elum prior to starting construction on site. The total cost share is \$2,918,827.00, as calculated in the above table.
97. Traffic Mitigation Improvements listed above will be completed by the City of Cle Elum, Kittitas County, or the State of Washington Department of Transportation. Developer's only responsibility is the monetary payment of its pro-rata share of the improvements. Payment of the pro-rata share is due prior to starting construction on the site.
98. The 47° North development will prepare a Construction Management Plan prior to beginning construction to minimize construction traffic impacts. Truck routes and haul route agreements for construction-related traffic would be established in coordination with the City of Cle Elum, Kittitas County, and WSDOT, as necessary.

L. Signage

99. Sun Communities shall submit a Master Sign Plan that identifies the standards for the design and location of signage throughout the Master Site Plan.
 - a. This signage plan shall be periodically updated by Sun Communities and all applications will include information documenting compliance with the approved Master Sign Plan and these Conditions of Approval.

M. Fiscal Impacts

100. *City of Cle Elum* – Include any mitigation required here. Sun is reviewing the fiscal assumptions in the SEIS to better understand City revenue and expenses. Will propose something here at a later date.
101. *Cle-Elum-Roslyn School District* – ~~All School District mitigations from the original Agreement have been satisfied. However, Sun Communities and the School District may enter into an additional School District Mitigation Agreement prior to the first residential building permit being issued. The Agreement shall be separate from the Development Agreement and these Conditions of Approval.~~

Commented [NJ46]: Negotiation with schools is on-going

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102. *Kittias Hospital District No. 2* - The Developer and the Hospital District may enter into a Hospital District Mitigation Agreement prior to the first residential building permit. The Agreement shall be separate from the Development Agreement and these Conditions of Approval.

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