

June 21, 2023

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To: City of Cle Elum
Attention: Planning Department/47 Degrees North
119 West First Street, Cle Elum WA 98922
Planning@Cleelum.gov

Re: 47 Degrees North

This Comment Letter has been prepared to address Both the Application for the proposed major modification to the Bullfrog UGA Master Site Plan and Development Agreement, and the Addendum to the SEIS.

I have been fighting against Sun Communities' 47 Degrees North Proposal for years. During that time, I have spent countless hours trying to figure out why the City of Cle Elum administration would entertain the prospect of what Sun has proposed. The only reason that makes any kind of sense is that The City needs the money.

People do silly things when they are short of money. Mostly, they make bad investment decisions. They try to make up for lost opportunity by investing long-term money into short term investments.

Jack (of the beanstalk fame) learned the hard way that he shouldn't have purchased those beans...

Plenty of developers would be happy to purchase the Bullfrog Flats property and develop it in a manner consistent with the currently approved plan. The City should not look upon the Sun proposal as its only option. If the Sun proposal is rejected, Sun will sell the land and a much better outcome will evolve.

This comment letter is submitted for the record through the process implemented by the City. My comments however are directed to the Hearing Examiner rather than the City and its consultant "Staff". Although I hope that the individuals involved in creating the staff report associated with the proposed development consider the detail contained herein, prior evidence indicates that is unlikely. The hearing examiner is likely our only shot at stopping this nightmare.

Sun Communities has chosen to proceed with its application for development approval through the means of a Major Modification of an approved plan that has no reasonable similarity to the development being proposed. Any and every reasonable person would conclude that the proposal submitted by Sun Communities is unrecognizable when compared with the approved plan. The single similarity is that both plans include an element of housing. It is a grotesque failure on the part of the City

of Cle Elum administration to have allowed this farce to continue to this point. The application should have been rejected by the City and a completely new development proposal should have been required.

Cle Elum and the adjacent upper portion of Kittitas County is recognized as a gem by those that live here and others that simply visit and/or recreate amongst us. This place cannot be allowed to be destroyed as a result of short-sighted planning.

Opening Narrative

Details associated with the development of the Bullfrog UGA were negotiated and agreed to between the City of Cle Elum and Trendwest on the 30th of October 2002. The terms outlined in the Master Plan and Development Agreement and its associated Conditions of Approval were the result of a combined effort to determine the best use of the area resulting in a profitable return for the developer, and a net positive result for the City of Cle Elum and the upper county community as a whole.

The final details were assembled in an evolutionary manner as documented in (i) the 1998 amendments to both the Kittitas County and City of Cle Elum Comprehensive Plans, (ii) the adoption of the Bull Frog Urban Growth Area Study (Green Book), (iii) the Final Environmental Impact Statement associated with the development issued on March 18, 2002, (iv) adoption of the Bullfrog UGA Subarea Plan on October 8, 2002, and (v) the execution of the Development Agreement on October 30, 2002. The Bullfrog UGA was annexed by the City in 2002.

Key components of the Original Master Plan and Development Agreement include the following:

- 1) 1,334 dwelling units
- 2) 75 acre Business Park, minimum of 37.5, Commercial/light Industrial-limited retail
- 3) All streets and alleys in the UGA to be public
- 4) Open housing with access to the city
- 5) Phasing, 20-30 year organic buildout
- 6) One residence per single legal lot, for the single family residential
- 7) Fee simple land ownership, for the single family residential
- 8) Developing a mix of housing uses throughout the property
- 9) Mitigation, Monitoring & fiscal Neutrality
- 10) Maximum 100 temporary RV sites to house contractors during construction only
- 11) Developer to actively recruit & hire from the existing local labor pool
- 12) Public (city) ownership of utility systems and roads

Sun Communities has since purchased the property encompassing the Bullfrog UGA from Suncadia, the successors in interest to the original project sponsor, Trendwest. Sun Communities purchased the land including all of the rights, responsibilities and commitments that were assigned to it. Sun has the option of terminating certain agreements associated with the development of the property, but instead is attempting to hijack the intent of the Agreements and reformat them in a manner that is wholly unrecognizable from their original form.

Key components of Sun’s proposed Major Modification include the following:

- 1) The elimination of 661 dwellings
- 2) 661 slot private RV/Camping park
- 3) Elimination of the Business Park, replaced with 25 acres of retail
- 4) Primarily private non-contiguous streets and alleys
- 5) Private park, closed off from the city & the public
- 6) Phasing, 5-7 year build-out with no consideration for concurrency of service
- 7) Single ownership, leased land
- 8) Manufactured Housing Park with 10 three-story apartment buildings
- 9) Impact Fee based mitigation (i.e. pay up front and not be responsible for actuals)
- 10) Off-site construction of manufactured housing, eliminating local construction and supply jobs
- 11) Privately owned utilities and roads

The standing subarea plan and Development Agreement associated with the Bullfrog UGA has been designed primarily for permanent residential housing. Sun Communities is proposing the conversion of the subarea to a single owner destination manufactured housing/recreational vehicle park and resort, catering primarily to a transient population. Their proposal is the antithesis of the vision that Cle Elum has espoused, primarily a single integrated community in keeping with its traditional rural, small town and mountain character.

The Sun proposal should not be considered a Major Modification to the approved Development Agreement. It is a wholly new concept and should be considered as such. As a result, this Major Modification should be rejected in its entirety.

1. HOUSING

Sun’s proposal relating to housing is in conflict with the Subarea Plan, the Development Agreement, the Comprehensive Plan, and City Zoning. The proposal eliminates 621 dwelling units and converts the remaining dwellings to primarily rental or resort occupancies in the form of a for-profit manufactured housing park.

A) Development Agreement

The Land Use Summary contained within the Conditions of Approval specified that the Residential Uses were to be built in the quantities stipulated, namely:

The Conditions of Approval (COA) to the Master Site Plan specifies:

Land uses shall be the types, densities and amounts (or within the ranges) as shown in the Master Site Plan and the Land Use Summary Table.

Single Family Residential	810
Multi-Family Residential	524
Low Income Housing	50
	<hr/>
	1,334 + 50

Sun's proposal	
Single Family Residential	493
Multi-Family Residential	180
Low Income Housing	50
	673 + 50

Opening statement to the Conditions of Approval.....

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 number shown in the Land Use Summary Table, provided the total number of residential units shall not exceed the maximum as specified in this Condition.

- i. Sun proposes a reduction in housing units in excess of 50%. The COA allows for a reduction up to 10%
- ii. Sun proposes a 73/27 split between single family and multifamily units. The COA requires an approximate 60/40 split.
- iii. Sun proposes a density of 6.57 multifamily units per acre. The COA requires minimum densities of 8 units per acre.

B) Comprehensive Plan

According to the City of Cle Elum's Comprehensive Plan...

Cle Elum's evolving character will depend in large part upon the type of community the citizens will support through its land use policies. Future land use patterns will strive to reflect the small town qualities, rich cultural history and natural beauty that current residents expect and desire to preserve. Cle Elum strives to function as a 21st century city while retaining its 19th century feel.

i. Housing Element

The Comp Plan requires its UGA to accommodate 20 years of growth.

Housing Element, calculations evidence a demand for an additional 1,460 dwelling units by 2037 to accommodate the County's population projections for Cle Elum. The original Bullfrog UGA Master Plan reflected the City's vision for future growth and provided a vehicle to achieve those growth targets. The Sun proposal eliminates over half of the housing assigned to the UGA. In addition, it can be expected that half of the housing proposed by Sun will be utilized by a transient population including those taking advantage of the short-term-rental opportunity. With the net result of ensuring a future long term housing deficit.

Housing Element Goals and Policies

H-1: The City of Cle Elum includes a diverse mix of housing types that meets the needs and are affordable to all segments of its population, especially low and moderate income households. The range of housing types also reflect market conditions, the City's rural setting, and small-town character.

H – 1.14 Encourage a mix of housing types, including affordable housing types, to be dispersed throughout the City, rather than concentrated in a specific area(s)

H – 2.1 Promote diversity in style and cost by allowing innovative mixtures of housing types and creative approaches to housing design and development.

H – 2.6 Use zoning and building codes, where practicable, to encourage home ownership opportunities

Comment; The Sun proposal reflects a homogenized type of stamped-out housing, incongruous with the community's current housing types. The requirement for diversity of style, cost, and ownership opportunity has been ignored. In 2017, manufactured housing and mobile homes accounted for 6% of Cle Elum housing. If Sun was allowed to build its proposed Park, manufactured housing and mobile homes would account for approximately 35% of Cle Elum housing.

ii. Land Use Goals and Policies

LU – 1.3 Ensure that new development does not outpace the City's ability to provide and maintain adequate public facilities and services by allowing new development to occur only when and where adequate facilities exist or can be provided.

LU – 1.6 The City will take a more active role in interagency planning and coordination among local jurisdictions, including: Kittitas County, South Cle Elum and Roslyn.

LU – 2.12 Encourage the development of affordable housing that is "Fee Simple", either through development agreement [CEMC 17.140] or by code change.

Comment; The phasing for the initial Master Plan was 20-30 years. Sun proposes to build out its vision in 5-7 years. Local Service providers are not able to react to the increase in the type of growth that Sun proposes in the timeframe contemplated. "Fee Simple land" is a defining feature of our neighborhoods and is the cornerstone of ensuring a landed community with city-roots. The avoidance of the "Housing Trap" associated with leased-land trailer parks is critical.

2. ZONING

Sun Communities withdrew its prior application partially as a result of the City's indicated reluctance to accept a binding site plan for its "Park" within the PMU district. Sun's attempt to create a binding site plan associated with their manufactured home park was an attempt to sidestep the one house per legal lot requirement of Cle Elum's code. Because that plan failed, they are now back with a plan to create a subdivision. Sun is playing fast and loose with reality. They are painfully trying to contort this "Park" into a subdivision simply to find some loop-hole to get it approved. However, Cle Elum's subdivision code was not written to accommodate hundreds of adjacent lots, with private roads and utilities, under the ownership of and management of a single part park developer, intending to provide rental space for the placement of removable housing units, owned by a combination of individuals and the Park developer.

There is such a thing as a manufactured housing subdivision. However, by definition, it is a subdivision in which fee simple lots are developed and sold to individuals for the placement of privately-owned manufactured housing. The lots are not rented to others by a common owner.

RCW 59.20.030(13) "Mobile home park subdivision" or "manufactured housing subdivision" means real property, whether it is called a subdivision, condominium, or planned unit

development, consisting of common areas and two or more lots held for placement of mobile homes, manufactured homes, or park models in which there is private ownership of the individual lots and common, undivided ownership of the common areas by owners of the individual lots;

Sun should not be allowed to develop a manufactured home subdivision for three primary reasons:

- 1) The City of Cle Elum zoning does not authorize manufactured housing subdivisions;
- 2) Sun's stated intention is not to make the individual lots available for private ownership; and
- 3) The development standards detailed in CEMC 16.12A.060 of the Subdivision code are in direct conflict with Sun's proposal. The size and frontage of the proposed housing blocks are non-conforming and the code states that all streets, curbs, gutters, sidewalks, and utilities will be built to city standards and will be publicly owned.

Sun's narrative description accompanying its current application for a Major Modification to the existing Development Approvals for the Bullfrog Flats UGA included several components, including a boundary line adjustment/lot consolidation and a preliminary subdivision for a new single-family residential community. Sun stated that it was interested in processing all three of the applications at the same time, however that was a red herring. The boundary line adjustment and the preliminary subdivisions are a significant part of Sun's scheme to find their way around City ordinances prohibiting manufactured housing parks. Their tortured plan is multi-layered. Sun has laid-out their intention but has intentionally failed to provide sufficient detail for the City to consider its requested applications for the boundary line adjustment and the preliminary subdivision. So, instead of considering all of the applications at one time, they are attempting to get an approval for the Major Modification prior to stepping into the process of approvals related to the subdivision.

A Major Modification approval could be made subject to the later approval of the subdivision, but the discretionary approvals associated with the preliminary subdivision will be much harder to deny after the majority of the project has been approved. I believe that this is a scam cooked-up between the City consultant "staff" and Sun Communities.

The City should require all three of the applications to be processed simultaneously.

A) Planned Mixed Use District (PMU) Regulations

- i. CEMC 17.45.010, **PMU, Purposes and objectives.**
 - a. Sec.A.3. To encourage building design that is in keeping with the climate and the traditional rural, small town, mountain character of the Cle Elum Area;
 - b. Sec.A.5. To ensure that all development gives adequate consideration to and provides mitigation for the impacts it creates with respect to transportation, public utilities, open space, recreation and public facilities....
 - c. Sec. B; Each proposal for development within the PMU district shall conform to the Cle Elum Comprehensive Plan, any applicable subarea plan and applicable annexation and/or development agreements.....
 - d. Sec.B.2. To create attractive, pedestrian-oriented neighborhoods with a range of housing types, densities, costs and ownership patterns

The afore mentioned purposes and objectives stand in stark contrast to the proposal submitted by Sun Communities.

ii. **CEMC 17.45.050, PMU, Uses Permitted**

- a. Section A. All principally and conditionally permitted uses in this title may be allowed in the PMU district... Permitted uses include
 - i. R-Residential District; and
 - ii. RM- Multiple Family Residential District
- b. 17.16, R-Residential District; 17.16.010 Outright Permitted uses; Sec. A. One single-family dwelling per legal lot of record (including manufactured homes) and duplexes with not more than one duplex per street frontage per block.
- c. 17.20, RM Multiple Family Residential District; 17.20.010 Permitted uses; Sec. A. Single-family dwellings, multiple-unit dwellings and townhouses.

Single-family dwellings are allowed within the PMU District because they are allowed in both the Residential District and the Multiple Family District. However, the code clearly and unambiguously states that each single-family dwelling must be placed on a single tax parcel, ***“One single-family dwelling per legal lot of record (including manufactured homes)”***.

Sun was attempting to side-step Cle Elum Municipal Code by suggesting that it should be allowed to utilize a binding site plan in lieu of a formal subdivision because, under RCW 58.17.035, binding site plans are authorized for use when land is divided for the purpose of commercial leasing as provided for in RCW 58.17.040(5). However, RCW 58.17.035 merely allows a city to adopt “by ordinance” procedures for the divisions of land by use of a binding site plan. Cle Elum has chosen, “by ordinance” to allow for binding site plans to be used only in specific commercially and industrial zoned areas as allowed in RCW 58.17.040 (4), but chose not to allow for the divisions of property for lease as provided for in RCW 58.17.040(5).

In Sun’s previous application Sun wanted to avoid applying for a formal subdivision because their plan was unlikely to qualify and the Cle Elum subdivision requirements conflicted significantly with their plan. However, they are now out of options and have to include a subdivision in the proposal.

B) Mobile/Manufactured Housing Parks Not allowed

The City of Cle Elum zoning ordinance does not authorize “mobile home parks” or manufactured home parks” in any zoning district. Neither land use is listed as a permitted or conditional use in any district. In the absence of specific authorization, the use is prohibited within the City.

RCW 35.63.161(1) states *After June 10, 2004, a city may designate a new manufactured housing community as a nonconforming use, but may not order the removal or phased elimination of an existing manufactured housing community because of its status as a nonconforming use.* This provision is consistent with the current Cle Elum zoning ordinance which recognizes that preexisting mobile home parks shall retain a status of nonconforming uses. It is also consistent with the current prohibition on new mobile home parks and manufactured housing communities since the City has not elected to designate such land uses as nonconforming use.

The reference to ‘nonconforming use’ is relevant. The courts have consistently recognized that “...nonconforming uses are uniformly disfavored...” and “...limit the effectiveness of land-use-controls, imperil the success of community plans and injure property values.” *Rhod-A-Zalea & 35th Inc. v. Snohomish County*, 136 Wn.2d 1, 8, 959 P.2d 1024 (1998).

RCW 59.20.030(14) "*Mobile home park, "manufactured housing community," or "manufactured/mobile home community" means any real property which is rented or held out for rent to others for the placement of two or more mobile homes, manufactured homes, or park models for the primary purpose of production of income.....*

3. BUSINESS PARK

The Business Park, as defined in the following agreements, is mandated. It is not a “Potential” use, such as the golf course, lodge etc. The Business Park was designed as a means of employment and job creation opportunities.

Sun proposes a 25-acre Retail/Restaurant Park. A large grocery store, retail, and restaurants are its only proposed uses. All of which are specifically and excruciatingly excluded by the Pre-Annexation Agreement, the Development Agreement, and the Subarea Plan. The proposed Retail Center is larger than the entire downtown core. Sun Communities proposes no commitment to build the Retail Center, other than a single structure, and has documented its intent to divest itself of the Retail Center following the buildout of the manufactured home/RV parks. Sun is relying on obnoxiously inflated sales tax figures associated with the Retail Center to support the City’s fiscal economics and yet is making no commitment to build or operate it.

Most of the retailers in the Downtown Core have provided letters strongly condemning the Retail component of the Sun Communities 47 Degrees North Proposal. Those retailers are the engine that keeps the City of Cle Elum alive. Although the City consultant “Staff” may consider themselves the experts and all-knowing, those businesses owners are the real experts on the matter and they have spoken loud and clear.

It is a significant failure that the Environmental review (Addendum to the SEIS) did not analyze the impact of the proposed Retail/Restaurant Park on the downtown core businesses.

A) Pre Annexation Agreement July 26, 2000

5.1.3.2 Business/Office Park of approximately 80 acres with limited retail and service uses designed to serve the convenience needs of employees in the UGA. The Business/Office park may be developed in phases and subphases, provided a **minimum** of 40 acres shall be identified in the first phase...

5.1.6 A limitation on the retail and service uses development in the UGA to only those described elsewhere in this Agreement, so as to maintain and enhance the existing downtown retail core of the City of Cle Elum.

B) Development Agreement, Conditions of Approval (COA)

COA, 12.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.*

COA 17. Specifies that the Business Park is limited to the uses listed in CEMC17.34
CEMC 17.34.010 Permitted Uses,

No building premises shall be used, and no building shall hereafter be erected, moved into the district or structurally altered, unless otherwise provided in this title, except for one or more of the following uses:

- A. Catalog or Internet sales;*
 - B. Business and professional offices;*
 - C. Commercial testing laboratories;*
 - D. Research and development laboratories;*
 - E. Research, financial or information processing offices;*
 - F. Scientific research, testing, developmental and experimental laboratories;*
 - G. Vocational/technical schools;*
 - H. Manufacturing, processing, assembling and packaging of articles, products or merchandise from previously prepared natural or synthetic materials;*
 - I. Manufacturing, processing, treating, assembling and packaging of articles, products or merchandise from previously prepared ferrous, nonferrous or alloyed metals (such as bar stock sheets, tubes, and wire and other extrusions);*
 - J. Printing, publishing and allied industries;*
 - K. Warehousing and distribution facilities, when enclosed within a building;*
 - L. Wireless communication facilities.*
- (Ord. 1163 § 1 (part), 2001)*

COA, 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 that the 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.*

C) Ordinance 1180, Bullfrog Subarea Plan

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Limited retail and commercial accessory uses may be allowed as a convenience for the employees and residents of this area, but they should not be of a size to conflict with the city's goal of re-establishing and maintaining the Old Town area as the city's commercial business core.

D) PMU, Planned Mixed Use District

CEMC 17.45.010(B)(9); (B) *Each proposal for development within the PMU district shall conform to the Cle Elum comprehensive plan, any applicable subarea plan and applicable annexation and/or development agreements, and will advance the achievement of the foregoing purposes of the PMU*

district as well as the following objectives: (9) To maintain Old Town as the principle retail center for the City of Cle Elum.

There is no better example of the lack of consistency with the approved plan than Sun's requested modification to the Business Park. Their proposal reflects the direct antithesis of what was envisioned by City leaders and the original project sponsor.

4. RV/CAMP GROUND PARK

In 2002, the City adopted a master plan for the Bullfrog Flats UGA. The land use authorization was based upon an Environmental Impact Statement (EIS) dated March 18, 2002. The 2002 EIS considered five (5) alternatives. Three of the alternatives included development of a portion of the property as "RV Campground". Those alternatives were rejected and the preferred alternative (Alternative 5) focused on community housing (single-family and multi-family) and a business park. Sun is proposing to ignore the City's prior planning decisions and develop 661 RV/Camping sites to support an entirely transient population.

A) RV/Camp Ground Parks not allowed

i. Development Agreement, Conditions of Approval

COA 1

States that the Land uses shall be the types, densities and amounts (or within the ranges) as shown on the Approved Master Site Plan and the Land Use Summary Table. No reference to RV/Camp ground parks.

ii. Bullfrog Subarea Plan

Page(s) 21 & 27-Range of Uses

There are a number of public and private land uses that are considered appropriate for the Bullfrog Subarea. These include

- 1) A variety of residential types and densities*
- 2) Business/Office Park*
- 3) Community Facilities*
- 4) Retail and commercial services limited to serving the residents or employees in their immediate area,*
- 5) Golf course, with club house*
- 6) Equestrian center*
- 7) Open space and Greenbelts. And,*
- 8) Lodge*

iii. Planned Mixed Use (PLU) District Regulations

17.45.010-B

Each proposal for development within the PMU district shall conform to the Cle Elum Comprehensive Plan, any applicable subarea plan and applicable annexation and/or development agreements.....

An RV/Camp Ground Park is not contemplated as a potential land use within the Development Agreement, the Bullfrog Sub area Plan, or the Planned Mixed Use District. The Development Plan specifically rejected alternative proposals that included proposed RV parks and transient housing.

B) Conditional Use Permit Required

CEMC 17.51.010, E

Conditional Use Permit Required. An RV park will be allowed only upon the issuance of a conditional use permit. The owner, operator, and occupants of an RV park must develop and use the RV park in strict compliance with the conditions imposed by the conditional use permit or those agreed to as part of an annexation agreement or development agreement.

Comprehensive Plan

Housing Element, Land Use

LU – 1.8 Conditional Use Permits, street vacations, variances and other special applications shall only be permitted when there is an overriding permanent public benefit consistent with the goals and policies of this Comprehensive Plan.

CMCU 17.80.050 Criteria For Granting Conditional Use permits

A conditional use permit shall be granted only after the city has reviewed the proposed use and determined that it complies with the standards and criteria set forth in this subsection. A conditional use permit shall be granted only if the applicant demonstrates that:

- 1. The proposed use will be designed and operated in a manner which is compatible with the character, appearance, and operation of existing or proposed development in the vicinity of the subject property; and*
- 2. The hours and manner of operation of the proposed use are not inconsistent with adjacent or nearby uses; and*
- 3. The proposed use is compatible with the physical characteristics of the subject property and neighboring properties; and*
- 4. The location, nature and intensity of outdoor lighting is such that it is consistent with the surrounding neighborhood and does not cast light or glare on adjoining properties; and*
- 5. The proposed use is such in which pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood; and*
- 6. The proposed use is capable of being served by public facilities and services, and will not adversely the level of service [sic] to surrounding areas; and*
- 7. The proposed use is not detrimental to the public health, safety, or welfare; and*
- 8. The proposed use is consistent with the goals and policies of the comprehensive plan; and*
- 9. The subject site can accommodate the proposed use considering the size, shape, topography and drainage.*

(Ord. 1163 § 1 (part), 2001)

C) Temporary RV Park

The only mention of any kind of RV park within the Development Agreement was to allow for temporary housing of the construction workers that were expected to be used during the development of the housing and business park.

**Development Agreement,
Conditions of Approval, Section 23; and
Development Standards, Section 7**

Allows for only a Temporary RV Park

- 1) *Purpose is to provide temporary housing for construction workers*
- 2) *RV Park must be located in the Business Park*
- 3) *RV Park must be removed after 10 years*
- 4) *Maximum density 10 units per acre*
- 5) *Maximum number of units shall be 100*
- 6) *Only street legal RVs allowed, no Mobile Homes, park models or camping allowed.*
- 7) *No accessory structures shall be permitted.*

5. ROADS AND UTILITIES

The controlling agreements contemplate development that will transfer ownership of all infrastructure, roads and utilities to the City of Cle Elum following buildout. City's such as Cle Elum rely upon newly constructed roadways and utilities as a means of off-setting the maintenance cost associated with aging infrastructure. Newly built infrastructure requires orders of magnitude less maintenance and replacement than older infrastructure currently supporting the City population. Charging each housing unit in the UGA in a manner consistent with Cle Elum's published rates for water and sewer, ensures Citywide equality in charges and a maximization of revenue.

Sun proposes to maintain private ownership of roads, water and sanitary sewer infrastructure. Sun is proposing three connection points to its Park(s) with master meters at each connection point. Sun further proposes that the City should bill Sun directly for all water and Sewer usage at a rate to be determined. The single roadway that Sun proposes to be a public street, is the cut-off road between Bullfrog and 903.

Development Agreement, Conditions of Approval

Section 16. *In general, all streets and alleys in the UGA shall be public.*

Development Agreement, Construction Standards, Utility System Transfer

Section 10. *The Developer shall complete a Transfer of Ownership of Utility System Form upon completion of the construction of the public works improvements.*

Chapter 5 Water System Improvements

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.

Chapter 6- Sanitary Sewer System Improvements

All new lots and developments shall be served by a public sanitary sewer line adjacent to the lot or development site.

(Subdivisions) CMCU 16.12A060A.10, 16.12A060A.11, 16.12A060C & 16.12A060D; require all streets and utilities to be public and constructed to public standards.

6. FISCAL

PRE-ANNEXATION AGREEMENT- July 26, 2000

3.2 On August 10, 1999, the Cle Elum City Council adopted, by oral motion, a resolution, which provides that the City's existing citizens and ratepayers shall suffer no negative financial impacts as a result of dealing with Trendwest development activities within the UGA. This oral resolution was reduced to writing as appears in Resolution 2/8/2000-1.

EIS

The fiscal analysis contained within the EIS, SEIS, and the Addendum to the SEIS all evidence significant shortfalls of non-restricted revenues (taxes) when comparing the original approved plan with the plan that Sun is now proposing. It is a failure of the EIS process that a direct comparison of the approved plan with Sun's current plan was not made and provided in the SEIS Addendum. However, the differences are stark and reflect a 3 to 4 times reduction in revenue to the City. Additionally, the SEIS Addendum made adjustments to many of the underlying assumptions affecting the fiscal results of the newly proposed plan. Those adjustments were not made to the original assumptions of the approved plan. Therefore, no reasonable fiscal comparison can be made by the public between what Sun is proposing and what was originally approved.

Sun's current plan relies heavily on potential revenue generated in the form of sales tax from its proposed retail center. If the retail center is not built out (Sun has made no commitment), or if the volume of sales is not generated, or if the proposed retail center simply moves sales tax revenue from the downtown core to 47 Degrees North and doesn't grow the overall pie, the Manufactured Housing & RV parks are FISCALLY underwater from almost the beginning.

The fiscal analysis contained within the SEIS Addendum assumed that the retail center would generate \$36,000,000 in annual sales. \$2,000,000 of those sales are proposed to be generated by occupants of the parks. The other \$34,000,000 then is generated through some kind of magical "new" money coming into the city. If portions of that proposed revenue is generated as a result of a redistribution of sales from existing retail within the city limits, which is certain to happen, then the revenue number becomes even more bogus. The SEIS review provided no analysis as to how or why the magic money would arrive, and without it, the project completely falls apart from a monetary perspective.

7. TRAFFIC

A) Comprehensive Plan

Policy T-3 Transportation plans should be phased concurrently with growth.

Policy T-22 The City shall not issue development permits where the project requires transportation improvements that exceed the City's ability to provide these in accordance with the adopted Level of Service standard, unless the developer accepts full responsibility for such improvements.

Policy T-23 New development shall be allowed only when and where all transportation facilities are adequate at the time of development, or unless a financial commitment is in place to complete the necessary improvements or strategies which will accommodate the impacts within six years; and only

when and where such development can be adequately served by essential transportation facilities without reducing level of service elsewhere.

Policy T-58 To support economic development, growth related traffic improvements should be funded by impact fees or as a condition of development approval.

Policy T-63 A sub-regional transportation system should be designed and implemented in cooperation with neighboring jurisdictions including: WSDOT, Roslyn, So. Cle Elum and Kittitas County.

Policy T-64 Work more directly with Kittitas County to ensure that County policies regarding transportation consistency/concurrency in Cle Elum's potential annexation areas are compatible with Cle Elum's transportation plans and goals and with GMA requirements.

B) Countywide Planning Policies

CWPP-Policy 4.4 The County and cities shall cooperate in the analysis of, and response to, any proposed major regional industrial, retail/commercial, recreation, or residential development proposals that may impact the transportation system in Kittitas County.

Policy 4.5 Transportation plans and project prioritization shall be developed in active consultation with the public.

Policy 4.8 Transportation improvements which are necessary to maintain the identified level of service standards shall be implemented concurrent with new development so that improvements are in place at the time of development, or that a financial commitment is provided to ensure completion of the improvements within six years.

C) TENW Transportation Analysis

The transportation analysis performed by TENW provided no indication of the types and sizes of vehicles that were considered in its analysis. Since a major component of the Sun proposal includes an RV park, the assumptions relative to vehicle count and size are of significant importance. RVs towing passenger vehicles or boats impact a roadway and traffic in a manner significantly different than a passenger car. According to Jeff Schramm, principle of TENW, in an email addressed to Richard Weinman on April 6, 2023, Mr. Schramm stated the following " *the traffic analysis did not account for separate vehicle classification for the RV Park*". Based upon Mr. Schramm's comments alone, the transportation element of the SEIS should be invalidated. No reasonable assumptions related to the traffic impact of Sun's proposal can be drawn from an analysis that failed to consider the effects of RV size and driving characteristics.

D) Mitigation

Sun Communities should be required to mitigate for the weekend summer traffic impacts of its proposed project. According to the Mayor in his letter of May 22, 2023 addressed to the Kittitas County Commissioners, "*Current Cle Elum policy provides the City with the necessary discretion to identify the most appropriate peak hour for traffic analysis for an individual project, considering land use, project size, traffic generation and other appropriate factors*". If the City fails to require Sun to mitigate for its

impacts on weekend traffic, several of the City's intersections will have LOS failures from the very moment that the development is built.

According to TENW:

- Their Trip Generation Model identifies new Sunday trips for Alternative 5 (Approved Plan) at 977. Sun's newly proposed plan generates 1,328.
- Using weekend summer peak periods would increase mitigation requirements at 8 additional intersections:

Without mitigating for weekend traffic impacts, the City will be designing a system of gridlock and creating an escape hazard that could result in significant loss of life for those upper county residents attempting to flee a wildfire or some other catastrophe.

All mitigation related to traffic should be required to be built prior to or concurrent with the proposed development. Mitigation related to required transportation improvements should be realized in the form of completed improvements rather than as payments for estimated expenses associated with those required improvements. The Environmental Documents discuss two methodologies for satisfying Sun's obligations to pay its fair share of the Total Transportation Mitigation Cost, Method A and Method B. Sun's mitigation expense should be apportioned using Method A (Developer Responsibility). If they break it, they should fix it!

8. AFFORDABLE HOUSING

The U.S. Department of Housing and Urban Development (HUD) defines affordable housing as housing for which the occupants are paying no more than 30 percent of their income on housing costs, including utilities.

The approved Development Agreement required the Developer to convey to the City, 7.5 usable acres to develop a minimum of 50 for sale and/or units of housing that are affordable to households earning less than 60 percent of the median income for Kittitas County. Assuming Kittitas County median household income of \$65,000, 60% of that is \$39,000. 30% of that figure on a monthly basis generates a monthly housing cost of \$975.00

Sun has proposed including 50 affordable housing units within its Multi-Family area. They further propose that the rent/housing cost will be capped at 80% of the prevailing area median income for the county. Sun's proposal is nonsensical. Assuming Kittitas County median household income of \$65,000, 80% of that is \$52,000. So, sun is capping the cost at a monthly rate of \$4,333.33? I do not expect that is Sun's intent, but it is how their proposal reads.

9. THE COMMUNITY

The Community has voiced its concerns about Sun's proposal loud and clear. There is an overwhelming level of disgust associated with the project. The City administration's primary responsibility is to look after the community's best interests. It is critically important that neither the city administrators or their consultants fall into the trap of thinking that they know better about what is best for the community than the actual members of the community. Unfortunately, the consultant "Staff" driving the train at this point in our history are three outsiders with no attachment to this community and who see this project as just another paycheck.

10. UNINTENDED CONSEQUENCES

In the event that Sun's proposal is approved, it will open-up the landscape for other developers to propose similar Trailer Park/ RV Park developments within the City. Pumping the breaks on this Sun proposal will allow the City the opportunity to catch its breath, update policy and forge a path forward that will provide for coordinated growth and improved income generation.

In Conclusion

The City should stop the presses and re-initiate the Environmental review. A direct comparison between the current version of the development that Sun Communities is proposing should be made against the original approved Master Plan. The primary points of comparison should be focused on Traffic and the Fiscal impacts.

The next step in the process is the creation of the City's Staff report. It is hard for me to imagine that the three individuals tasked with writing the "Staff" report will take any of what I have put forth into consideration. I hope that I am wrong, but I do fear "the fix is in".

Throughout the process of compiling the facts contained within this comment letter, I have been struck by the sheer weight of reasoning to reject Sun's requested Major Modification approval. I am certainly anxious to see what the "Staff" recommends. My singular ask is for those involved in preparing the staff report to give as much consideration to the community and its arguments against the Sun Communities proposal as it has to Sun throughout this multi-year process. The City has been provided enough reasoning to put a stop to the proposal. The question is whether or not the will is there to make the right decisions.

Sincerely



Larry Stauffer