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Subject: Public Comments on proposed Suncadia DA extension
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Jamey Ayling
Kittitas Community Development Services
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Mr. Ayling

I am a Suncadia homeowner writing in response to the County's request for public comment on the proposed extension of the Suncadia Development Agreement.

I support responsible and well-planned development. However, I believe it is premature to extend the agreement when the developer has not demonstrated full compliance with its existing, binding obligations. The Development Agreement contains numerous commitments related to infrastructure delivery, public amenities, environmental mitigation, and cost allocation. These provisions were intended to protect residents, the public, and the County. To date, it is **unclear whether** all such obligations have been fully satisfied or independently verified.

Examples include:

1. The basic supervision of builder contractors is not enforcing covered loads, parking, noise, and speed limits for developer contractors.
2. The developer has been shown to participate in a scheme that charges existing homeowners for pure development costs through an inclusive billing arrangement with the Suncadia water company.
3. The developer continues to control the HOA board and is charging the homeowners' HOA for builder trash removal and other builder costs.
4. The developer owes the HOA \$2.8 million, plus interest, related to a prior overcharge. The developer continues to ignore this obligation, and it now appears litigation will be required.
5. Ignoring the National Forest Fire Safety guidelines for trimming and setbacks
6. Many more

Granting additional time without first resolving outstanding compliance issues creates long-

term risk. Approving an extension without a documented compliance determination risks transferring unresolved obligations to homeowners, future purchasers, or the County itself. It also weakens the enforceability of development agreements generally by signaling that compliance is optional rather than required.

For these reasons, I respectfully request that the County conduct a comprehensive, written compliance review of the existing Development Agreement before any extension is considered. That review should clearly document the status of each obligation and identify any outstanding items that must be cured.

To my knowledge, there have been no enforcement actions or complaints only because the developer controls both the development process and the HOA board, including its ability to communicate with the County and other officials.

Please consider the following:

1. If an extension is granted, please immediately request that the HOA board be restructured as follows: one set of board seats reserved for the builder and one set of four seats reserved for homeowners, to be filled through open elections.
2. Before any extension, it should be expressly conditioned on independent verification of compliance, with no waiver of prior noncompliance, and with clear enforcement mechanisms for any remaining obligations. This approach prioritizes accountability, protects the public interest, and maintains public trust in the development approval process.

Thank you for your consideration and for prioritizing enforcement, transparency, and long-term community integrity.



Rex and Polly Bloesser

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