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To: [Jamey Ayling](#)
Subject: PUBLIC COMMENT ON SUNCADIA DEVELOPMENT AGREEMENT
Date: Tuesday, January 20, 2026 2:42:31 PM

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Dear Jamie Ayling,

As a homeowner in Suncadia, I am writing to comment on the proposed extension of the Suncadia Development Agreement. I am not opposed to development, however, I believe accountability under the existing agreement must come first.

The Development Agreement includes important commitments related to infrastructure, public access, environmental mitigation, and performance standards. Before additional time or entitlements are granted, the county should verify that these commitments have been met.

I respectfully ask the county to require a comprehensive compliance review of the current Development Agreement prior to any extension decision. Such a review should document compliance status and identify any remaining obligations.

Proceeding without this step risks weakening enforcement and shifting unresolved responsibilities onto residents or the County. Ensuring compliance first preserves transparency and public trust.

The following are specific examples of how many Suncadia homeowners believe Suncadia management is falling short of its legal commitment to homeowners.

- In November 2023 an audit revealed that Suncadia overcharged us for security and patrols by \$2.8 million dollars over the prior 8 years. With interest it amounts to circa \$3.3 million owed to homeowners immediately. Suncadia has dragged its feet about repayment and seems to be hoping Washington's 3-year statute of limitations on the matter will expire this fall without repayment.
- We homeowners pay for forestry management, particularly for fire-wising. In the name of "forestry management" though, Suncadia uses our funds to clear land it's opening for selling lots in its new neighborhoods.

- We homeowners pay for construction waste disposal but only builders and contractors can access it; a violation of the Developer Agreement Suncadia's asking Kittitas to extend.
- As the number of residents grow, we are entitled to increase the number of Homeowners on the Board that makes financial decisions. That number has not grown as the Developer Agreement specifies.
- Suncadia shifted sewer responsibilities through the sale of its water and sewers utility, contradicting the Developer Agreement. As a result, dollars that were collected as part of our lot purchases were not carried forward to the new utility and our monthly water bills have consequently almost doubled.

Thank you for considering my comments.

Best Regards,

Tim

Tim B. Magee

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