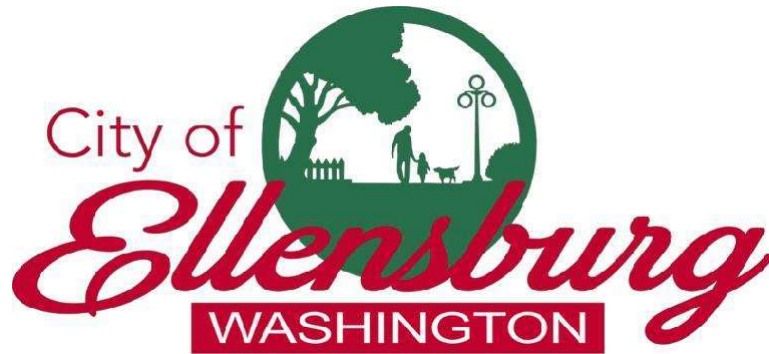


COUNCIL AGENDA

Monday, April 6, 2020



In-person attendance is currently prohibited per the Washington Governor's Proclamation No. 20-28 until April 23, 2020. Meeting participation is limited to access by through remote attendance which can be accessed here:

<https://attendee.gotowebinar.com/register/1032424232227189772>. You must register with your name and email address if you wish to remotely attend the meeting.

If you prefer to just view the meeting, Ellensburg City Council meetings are also broadcast on Spectrum Channel 191 and available to livestream on Ellensburg Community Television at ectv2.com.

Please Note: Public comment is not accepted during this meeting.

GUIDELINES FOR PUBLIC PARTICIPATION

AUDIENCE COMMENTS:

PURPOSE

Allow the public to address the City Council on subjects that are not scheduled for Public Hearing at this particular meeting. Comments must concern the City's business or a matter over which Council has control

PROCEDURE FOR PARTICIPATION

- ◆ When recognized, approach the microphone provided on the right side of the room.
- ◆ Please state your name, address, and whether you are representing only yourself or others.
- ◆ Each speaker's comments are to be limited to 3 MINUTES.
- ◆ Submit written comments to the City Clerk.
- ◆ Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.
- ◆ Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office, or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).

Please note: City Council Rules provide that no action will be taken by the Council at the meeting at which a subject is first introduced during the citizen comment period. You may wish to concisely state your concern and request placement of your matter on a future agenda.

PUBLIC HEARINGS:

PURPOSE

- ◆ Allow the public to provide input/testimony to the City Council on a particular subject scheduled for Public Hearing.
- ◆ Council will consider all testimony, respond to any questions, and take action after the public hearing is closed.

PROCEDURE FOR PARTICIPATION

- ◆ When recognized, approach the microphone provided on the right side of the room.
- ◆ Please state your name, address, and whether you are representing only yourself or others.
- ◆ Please limit your comments to 5 MINUTES.
- ◆ Submit written comments to the City Clerk.

CONSENT AGENDA

Members of the audience may request items be removed from the consent agenda by asking for recognition and making the request during Agenda Approval. Items will not be removed from the consent agenda unless your request is confirmed by a councilmember.

AGENDA ITEMS

If you wish to have an item placed on a Council agenda, a written request should be delivered to the City Manager's Office prior to noon on the Monday preceding the Council meeting. Assistance will be provided in preparing a request if you wish to contact the City Clerk at 925-8614.

AMERICANS WITH DISABILITIES ACT

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. Reasonable accommodations will be made upon request. Please furnish the ADA Coordinator with your request in sufficient time for the City to provide a reasonable accommodation. A Request for Accommodation form may be obtained on the first floor of City Hall or by calling the City of Ellensburg ADA Coordinator at 962-7222.

**CITY OF ELLENSBURG
COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
Monday, April 6, 2020
7:00 PM - Regular Meeting**

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations

- 2.A Proclamation Declaring Month of April as Child Abuse Prevention Month 5
[Child Abuse Prevention Month Proclamation](#)

3. Awards and Recognitions

4. Approval of Agenda

5. Consent Agenda

Items listed below have been distributed to Councilmembers in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Councilmember or at the request of a member of the public with concurrence of a Councilmember. Requests to remove items should be made under Item 4 Approval of Agenda.

- 5.A Approve University Way Banner Request for Court Appointed Special Advocates from April 6 - 12, 2020 7
[CASA Banner Request](#)

- 5.B Approve University Way Banner Request for National Day of Prayer - Local Observance from April 27 - May 10, 2020 8
[National Day of Prayer Banner Request](#)

- 5.C Accept Resignation from Bill Provaznik, Ellensburg Business Development Authority and Authorize the Mayor to Sign a Letter of Appreciation 9
[Resignation email from Bill Provaznik](#)

- 5.D Approve April 6, 2020 Voucher Listing 10
[April 6, 2020 Voucher Listing](#)

6. Petitions, Protests, and Communications

- 6.A Coronavirus/COVID-19 Update

7. Citizen Comment on Non-agenda Issues Due to the current State of Emergency and Proclamation 20-28 issued by Governor Inslee, there will be no public comment allowed at this meeting.

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A [Consideration of First Reading, Second Reading and adoption of an Ordinance Amending the 2019-2020 Biennial Budget.](#) 11
[Table 1 - 2019-2020 Supplemental Budget Items by Fund](#)
[Table 2 - 2020 Summary of Budget Adjustments](#)
[Ordinance 4852 Amending the 2019-2020 Biennial Budget](#)
[Exhibit A, 2019 Budget Table](#)
[Exhibit B, 2020 Budget Table](#)
- 9.B [Resolution Authorizing Dolarway property sale Purchase and Sale Agreement](#) 22
[Dolarway_Short_Plat-Recorded \(2\).pdf](#)
[Resolution 2020-08 Approving Sale of Dolarway Lot 2 to Solar Dolar](#)

10. Unfinished Business

11. New Business

12. Miscellaneous

- 12.A Manager's Report
[April 6, 2020 MANAGER'S REPORT](#) 38
- 12.B Councilmember Reports

13. Executive Session

14. Adjournment



Court Advocates for Children for Kittitas County
421 North Pearl St. #208 Ellensburg, WA 98926
Phone/Fax (509) 925-4871 carolpidduck@casaprogram.org

March 20, 2020

Bruce Tabb, Mayor of Ellensburg
501 N. Anderson St.
Ellensburg, WA 98926

RE: Child Abuse Prevention Proclamation

Dear Mayor Tabb:

This is to request that the City of Ellensburg proclaim the month of April 2019 as Child Abuse Prevention Month.

For your convenience, I am attaching a proclamation that may be used. It would be appreciated if this matter could be on the agenda for April 6th.

Court Advocates for Children is the volunteer court appointed special advocate program representing the best interests of abused and neglected children in Kittitas County Superior Court. We would be happy to send a representative from our agency to speak briefly to the proclamation at the council meeting if that would be desired (and there are no health risks associated with attending meetings due to the coronavirus).

Very truly yours,

Carol Newell Pidduck, J.D.
Executive Director



April is Child Abuse Prevention Month

Whereas, children are vital to our city's future success, prosperity and quality of life and are our most vulnerable assets;

Whereas, all children deserve to have safe, stable, nurturing homes and communities to foster their healthy growth and development;

Whereas, child abuse and neglect affects both the current and future quality of life of a community;

Whereas, communities help ensure that all children grow to their full potential by providing parents with social support, knowledge of parenting and child development, and concrete resources to help them nurture their children;

Whereas, effective child abuse prevention strategies succeed because of partnerships among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies and the business community;

NOW, therefore, I do hereby proclaim **APRIL** as **CHILD ABUSE PREVENTION MONTH** and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses in the City of Ellensburg to participate in efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Signed this _____ day of April, 2020.

Mayor

Attest: _____
City Clerk

University Way Banner Request Form

Contact Person: Sarah Read

Phone Number: 503-869-2041

Name of Event/Program: NTNL CHILD ABUSE PREVENT. CAMPAIGN/COURT ADV. FOR CH

Banner Dates (Monday-Sunday): April 6, 2020 - April 12, 2020



* Example of a correctly made banner.

☐ I have contacted CWU Scheduling Services and reserved the banner dates.
Phone 509-963-1321 or 509-963-1641, Email: schedule@cwu.edu

☐ This Banner is a **maximum of 30' x 52"** and a **minimum of 24' x 48"** with **3" turnback at the top and bottom of the banner that will allow steel cable to be strung through it, and no grommets.**

- We recommend that wind flaps be cut into the banner to prevent wind damage.
(Additional fees may apply, if CWU provides the services of adding wind flaps to your banner).

☐ I have contacted the City of Ellensburg for approval to hang this banner on the above dates.
City of Ellensburg: Phone 509-925-8614 Fax 509-962-7130, Email: leaderb@ci.ellensburg.wa.us

Please Provide an Example of Your Banner in the Box Below (Please fill in writing and logos)

CASA; Court Appointed Special Advocates For Children; Child Abuse and Neglect are NOT OK; Court Advocates for Children for Kittitas County; Volunteer for a Child 509.925.4871

* If your banner does not meet specifications, we will be unable to process your request.*

City of Ellensburg approved by: _____

Date: _____

Disapproval/Reasons: _____

CWU Student Union Operations approved by: _____

Date: _____

For more information please contact CWU Student Union Operations & Scheduling Services at 509-963-1321.
The CWU scheduling center will not be held responsible for any weather related damage that occurs to your banner.

University Way Banner Request Form

Contact Person: Frank Johnson

Phone Number: 925-2424

Name of Event/Program: National Day of Prayer Local Observance

Banner Dates (Monday-Sunday): April 27, 2020 - May 10th, 2020



* Example of a correctly made banner.

☐ I have contacted CWU Scheduling Services and reserved the banner dates.
Phone 509-963-1321 or 509-963-1641, Email: schedule@cwu.edu

☐ This Banner is a **maximum of 30' x 52"** and a **minimum of 24' x 48"** with **3" turnback at the top and bottom of the banner that will allow steel cable to be strung through it, and no grommets.**

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City of Ellensburg: Phone 509-925-8614 Fax 509-962-7130, Email: leaderb@ci.ellensburg.wa.us

Please Provide an Example of Your Banner in the Box Below (Please fill in writing and logos)

National Day of Prayer, First Thursday in May, Rotary Pavilion Ellensburg

* If your banner does not meet specifications, we will be unable to process your request.*

City of Ellensburg approved by: _____

Date: _____

Disapproval/Reasons: _____

CWU Student Union Operations approved by: _____

Date: _____

For more information please contact CWU Student Union Operations & Scheduling Services at 509-963-1321.
The CWU scheduling center will not be held responsible for any weather related damage that occurs to your banner.

Laurie Gigstead

From: Carolyn Honeycutt
Sent: Thursday, March 12, 2020 9:12 AM
To: Laurie Gigstead
Subject: FW: [Ext] Thank you Centerfuse

Good morning Laurie,

Below please find a resignation notification from CenterFuse board member Bill Provaznik

--Carolyn

From: William Provaznik <Bill.Provaznik@cwu.edu>
Sent: Thursday, March 12, 2020 9:06 AM
To: Jared Vallejo <Jared.Vallejo@cwu.edu>
Cc: Linda Schactler <Linda.Schactler@cwu.edu>; Carolyn Honeycutt <honeycuttc@ci.ellensburg.wa.us>
Subject: [Ext] Thank you Centerfuse

Dear Centerfuse Board,

I had hoped to be able to engage more in the great initiatives that are underway from Centerfuse, and regret my recent absences from the meetings. I get little warning any more of the intervening obligations that call me away. There is no chance that my situation will change any time soon. This is my resignation.

Your care, talent, and energy is such a gift to the community. Thank you for the privilege of working with you on the quest to build this community towards its best self.

Best Regards,

Bill

Bill Provaznik, Ph.D.

Director, Institute for Innovation & Entrepreneurship

Chair, Department of Management & Marketing

Associate Professor, Management Department

CWU College of Business

Ellensburg, WA. 98926

VOUCHER APPROVAL

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED, OR THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF ELLENSBURG, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

 3/30/2020
AUDITING OFFICER DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **6TH DAY OF APRIL 2020**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts
Check #'s	148055	TO	148294	\$ 781,548.23
EFT #'s	4105	TO	4136	\$ 3,929,976.05

Payroll Fund				Total Amounts
Check #'s	95118	TO	95141	\$ 38,077.71
Direct Deposits	55252	TO	55481	\$ 350,781.77

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 6, 2020

Item Title/Agenda Subject: Consideration of First Reading, Second Reading and adoption of an Ordinance Amending the 2019-2020 Biennial Budget.

Submitted by: Keith Bassett Finance Department

Recommended Action or Motion:

1. Motion for first reading of the proposed ordinance amending the 2019-2020 Biennial Budget.
2. Move, pursuant to Council Rules of Procedure 9.7, to waive Rule 9.3(b), which would otherwise prohibit passage of an ordinance on the same day on which it is introduced (which requires an affirmative vote of five (5) councilmembers); and
3. Proceed with second reading and adoption of the proposed ordinance amending the 2019-2020 Biennial Budget.

Background/Summary:

The proposed ordinance adopts amendments to the 2019-2020 biennial budget to reflect changes in operational requirements and adjustments to capital project plans approved through prior Council action, carry forward of budget adopted in 2019 but not spent, along with other modifications to the Biennial Budget as proposed by the City Manager. **The proposed ordinance does not incorporate any impact of the ongoing COVID-19 situation or recovery.**

Council is being requested to conduct both first and second reading/adoption of the ordinance at this meeting because of the potential uncertainty created by the current state of emergency and the necessity for ensuring that the budgetary authority exists for the items as outlined in this report.

Previous Council Action:

Council adopted the 2019-2020 Biennial Budget in Ordinance No. 4815 at its December 3, 2018 regular meeting. Council subsequently amended the 2019-2020 Biennial Budget in Ordinance No. 4831 at its August 5, 2019 regular meeting and Ordinance No. 4841 at its November 8, 2019 regular meeting. Council has reviewed and approved additional budget adjustments as part of its ongoing review and approval of contracts and purchases.

Analysis:

Since the prior supplemental budget was adopted, items have

been approved by City Council that require a supplemental budget adjustment in order to be implemented. The anticipated budget impacts were presented as part of the City's standard agenda reports that accompany the initial request. The proposed ordinance will officially authorize expenditures in support of previously approved projects and program changes. Additional budget adjustments were identified as a result of a review of anticipated expenditures, expenditure trends, and current expenditure authority. These items provide the necessary budget to maintain the programs and projects previously adopted by City Council, comply with external regulations, and update originally budgeted amounts to current forecasts. The budget amendments in the proposed ordinance include updated revenue forecasts and beginning fund balances as needed, and maintain anticipated 2020 ending fund balances within required fund balance thresholds.

Items include updates to personnel budgets to reflect changes included in Council adopted collective bargaining agreements and pay resolution, Council compensation, and external changes to benefit rates.

Transportation-related items include carry forward expenditures for snow and ice control, additional street maintenance and preservation costs for recently annexed areas, expenditures and related grant revenue for Arterial Street Projects including the Willow Street Improvements project, Dolarway Bridge Relocation project, various other project budgets to be carried forward to 2020, and an expansion of Central Transit marketing efforts.

The proposed Ordinance also includes funding for affordable housing and related services projects as previously approved by Council. Utility related items include carry forward of expenditures budgeted for 2019 that were not expended by the end of the year and bond proceeds and property acquisition in the Stormwater Capital Bond Fund.

Other items include carry forward items from the Shop & Warehouse and Information Technology internal service funds.

Figures for each item, by fund, are included in attached Table 1.

Financial Impact:

The proposed ordinance amends the Biennial Budget, increasing 2020 budgeted beginning fund balance by \$4,514,372, primarily due to carry forward of capital projects and prior year actual revenues and expenditures, increasing budgeted 2020 expenditures by \$12,761,788, and revenue by \$6,062,884. The effect of these amendments on the budgeted 2020 ending fund balance is a decrease of \$2,184,533.

Attachments:

[Table 1 - 2019-2020 Supplemental Budget Items by Fund](#)

[Table 2 - 2020 Summary of Budget Adjustments](#)

[Ordinance 4852 Amending the 2019-2020 Biennial Budget](#)

[Exhibit A, 2019 Budget Table](#)

[Exhibit B, 2020 Budget Table](#)

Table 1 - 2019/2020 Supplemental Budget Items by Fund

Fund / Item	2020			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
General Fund				
Personnel Costs Update		\$0	\$440,837	-\$440,837
Council Compensation Increase		\$0	\$16,206	-\$16,206
Engineering Supplies, Travel, and Misc.	\$7,801	\$0	\$7,801	\$0
Carry Forward Community Radio Grant	\$1,600	\$0	\$1,600	\$0
EMS Payment Agreement Increase		\$0	\$3,535	-\$3,535
Animal Control Services Kittitas County		\$1,099	\$0	\$1,099
City/County Library Services Agreement		\$1,000	\$0	\$1,000
General Fund Total	\$9,401	\$2,099	\$469,978	-\$458,478
Street Fund				
Personnel Costs Update		\$0	\$5,834	-\$5,834
2019 Snow & Ice Control Carry Forward	\$34,962	\$0	\$34,962	\$0
Annexations - Street Maintenance		\$0	\$42,131	-\$42,131
Annexations - Street Preservation		\$0	\$171,711	-\$171,711
Capital Equipment Carry Forward - UTV	\$59,469	\$0	\$59,469	\$0
Ground Cover Maintenance Carry Forward	\$15,239	\$0	\$15,239	\$0
Traffic Signals Carry Forward	\$13,256	\$0	\$13,256	\$0
Street Fund Total	\$122,926	\$0	\$342,602	-\$219,676
Arterial Street Fund				
Dolarway Bridge Relocation	\$0	\$630,000	\$630,000	\$0
Large Scale Wayfinding Signs	\$14,626	\$117,854	\$132,480	\$0
Railroad Signal Upgrades	\$25,000	\$0	\$25,000	\$0
Traffic Impact Fee Carry Forward	-\$132,241	\$86,198	\$0	-\$46,043
University & Wildcat Improvements	-\$69,674	\$79,674	\$10,000	\$0
University Way GateWay Project	-\$48,716	\$360,000	\$311,284	\$0
Willow Street Improvements	-\$44,996	\$1,299,750	\$1,254,754	\$0
Arterial Street Fund Total	-\$256,001	\$2,573,476	\$2,363,518	-\$46,043
Traffic Impact Fee (TIF) Fund				
Traffic Impact Fee Carry Forward	\$24,498	\$0	\$86,198	-\$61,700
Traffic Impact Fee (TIF) Fund Total	\$24,498	\$0	\$86,198	-\$61,700
Public Transit Fund				
Personnel Costs Update		\$0	\$7,813	-\$7,813
Central Transit Marketing		\$0	\$60,000	-\$60,000
Central Transit Marketing Carry Forward	\$30,859	\$0	\$30,859	\$0
Transit Grant Revenue	-\$164,822	\$164,822	\$0	\$0
Transit Shelters Carry Forward	\$165,286	\$0	\$165,286	\$0
Council Approved Service Expansion		\$0	\$384,010	-\$384,010
Public Transit Fund Total	\$31,323	\$164,822	\$647,968	-\$451,823
Criminal Justice Fund				
Personnel Costs Update		\$0	\$38,239	-\$38,239
Criminal Justice Fund Total		\$0	\$38,239	-\$38,239
Drug Fund				
Drug Fund	\$30,099	\$0	\$30,099	\$0
Drug Fund Total	\$30,099	\$0	\$30,099	\$0
Housing & Related Services Fund				
Affordable Housing Funding	\$329,896	\$0	\$1,165,000	-\$835,104
Housing & Related Services Fund Total	\$329,896	\$0	\$1,165,000	-\$835,104

Table 1 Continued - 2019/2020 Supplemental Budget Items by Fund

Fund / Item	2020			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
Sidewalk Fund				
Dolarway Bridge Relocation	\$30,000	\$0	\$30,000	\$0
Main Street Overlay Sidewalk Improvements		\$0	\$34,835	-\$34,835
Sidewalk Carry Forward - CBD and Willow Street	\$243,473	\$0	\$243,473	\$0
Sidewalk Fund Total	\$273,473	\$0	\$308,308	-\$34,835
Stormwater Utility Fund				
Personnel Costs Update		\$0	\$889	-\$889
Capacity and Water Quality Grants Carry Forward	\$60,186	\$0	\$60,186	\$0
Reecer Creek Levee II Project Carry Forward	\$111,693	\$0	\$111,693	\$0
Stormwater Utility Fund Total	\$171,879	\$0	\$172,768	-\$889
Stormwater Capital Bond Fund				
Stormwater Capital Bond		\$3,000,000	\$3,000,000	\$0
Stormwater Capital Bond Fund Total		\$3,000,000	\$3,000,000	\$0
Telecom Utility Fund				
Telecom Revenue Updates and Additional Customers		\$94,319	\$50,000	\$44,319
Carry Forward Telecom Grant Pilot Project		\$48,909	\$48,909	\$0
Personnel Costs Update		\$0	\$393	-\$393
Telecom Utility Fund Total		\$143,228	\$99,302	\$43,926
Natural Gas Utility Fund				
Personnel Costs Update		\$0	\$2,693	-\$2,693
Energy Purchases Carry Forward	\$497,453	\$0	\$497,453	\$0
Equipment and Training Carry Forward	\$26,000	\$0	\$26,000	\$0
Meter Purchase Carry Forward	\$51,899	\$0	\$51,899	\$0
Meter Testing Project Carry Forward	\$10,452	\$0	\$10,452	\$0
New Mains - Project Carry Forward	\$31,306	\$0	\$32,036	-\$730
Willow Street Improvements Carry Forward	\$25,000	\$0	\$25,000	\$0
Cathodic Protection Evaluation Carry Forward	\$42,380	\$0	\$42,380	\$0
Natural Gas Utility Fund Total	\$684,490	\$0	\$687,913	-\$3,423
Electric Utility Fund				
Personnel Costs Update		\$0	\$12,235	-\$12,235
Anderson Road to Umptanum Road Tie-In	\$65,934	\$0	\$65,934	\$0
Dolarway Bridge Relocation	\$139,347	\$0	\$139,347	\$0
Light Administration - Travel	\$28,000	\$0	\$28,000	\$0
Light Conservation Programs	\$245,874	\$0	\$245,874	\$0
Maintenance of Substations	\$71,509	\$0	\$71,509	\$0
North Campus Signalization Improvements		\$0	\$12,400	-\$12,400
Testing of transformers	\$20,000	\$0	\$20,000	\$0
Willow Street Improvements		\$0	\$69,120	-\$69,120
Willow Street/Helena Avenue Street Lights	\$43,806	\$0	\$43,806	\$0
Electric Utility Fund Total	\$614,470	\$0	\$708,225	-\$93,755
Water Utility Fund				
Illinois Well Carry Forward	\$179,259	\$0	\$179,259	\$0
Personnel Costs Update		\$0	\$139,896	-\$139,896
Meter Register Carry Forward	\$42,000	\$0	\$42,000	\$0
SCADA Upgrade Carry Forward	\$2,708	\$0	\$2,708	\$0
Water Main Extensions Carry Forward	\$390,000	\$0	\$390,000	\$0
Water System Plan Carry Forward	\$98,848	\$0	\$98,848	\$0
Whitney Well Pump Rebuild Carry Forward	\$50,000	\$0	\$50,000	\$0
Water Valve Insertions Carry Forward	\$70,000	\$0	\$70,000	\$0
Water Utility Fund Total	\$832,815	\$0	\$972,711	-\$139,815

Table 1 Continued - 2019/2020 Supplemental Budget Items by Fund

Fund / Item	2020			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
Water Construction Fund				
Illinois Well Carry Forward	\$79,988	\$179,259	\$79,988	\$179,259
Water Construction Fund Total	\$79,988	\$179,259	\$79,988	\$179,259
Wastewater Utility Fund				
Personnel Costs Update		\$0	\$19,109	-\$19,109
Sewer Main Extension Carry Forward	\$350,000	\$0	\$350,000	\$0
Sewer System Plan Carry Forward	\$200,000	\$0	\$200,000	\$0
Waste Water Treatment Aerators Carry Forward	\$40,000	\$0	\$40,000	\$0
Wastewater Utility Fund Total	\$590,000	\$0	\$609,109	-\$19,109
Shop & Warehouse Fund				
Personnel Costs Update		\$0	\$3,732	-\$3,732
Equipment Purchases Carry Forward	\$86,329	\$0	\$86,329	\$0
Shop Facility Improvements Carry Forward	\$305,000	\$0	\$305,000	\$0
Warehouse Barcoding Software Carry Forward	\$25,000	\$0	\$25,000	\$0
Shop & Warehouse Fund Total	\$416,329	\$0	\$420,061	-\$3,732
IT Service Fund				
Carry Forward PC Replacements	\$115,911	\$0	\$115,911	\$0
Carry Forward Server and Data Switches	\$103,839	\$0	\$103,839	\$0
Carry Forward Disaster Recovery & Cabling Upgrades	\$212,312	\$0	\$212,312	\$0
Carry Forward Network Repairs and Maintenance	\$79,724	\$0	\$79,724	\$0
Carry Forward ArcGIS Geo Event Procurement	\$22,000	\$0	\$22,000	\$0
Carry Forward Desktop Operations Equipment	\$25,000	\$0	\$25,000	\$0
Personnel Costs Update		\$0	\$1,015	-\$1,015
IT Service Fund Total	\$558,786	\$0	\$559,801	-\$1,015
Grand Total	\$4,514,372	\$6,062,884	\$12,761,788	-\$2,184,533

Table 2
City of Ellensburg
2020 Summary of Budget Adjustments

Fund/Department	Budgeted Beg Fund Balance	2020 Revenues	2020 Expenditures	Budgeted Ending Fund Balance
Total General Fund	9,401	2,099	469,978	-458,478
Budgeted General Sub-Funds				
Sales Tax	0	0	0	0
Art Acquisitions	0	0	0	0
Total Budgeted General Sub-Funds	0	0	0	0
Special Revenue Funds:				
Street	122,926	0	342,602	-219,676
Arterial Street	-256,001	2,573,476	2,363,518	-46,043
Traffic Impact Fee	24,498	0	86,198	-61,700
Ellensburg Public Transit	31,323	164,822	647,968	-451,823
Criminal Justice	0	0	38,239	-38,239
Drug	30,099	0	30,099	0
CATV Ops. and & Maint.	0	0	0	0
Park Acquisitions	0	0	0	0
Lodging Tax	0	0	0	0
Housing & Related Services	329,896	0	1,165,000	-835,104
Total Special Revenue Funds	282,741	2,738,298	4,673,624	-1,652,585
Debt Service Funds				
Capital Imprv. Debt	0	0	0	0
2010 Maintenance Bond	0	0	0	0
Library Bond Debt	0	0	0	0
LID Guarantee Fund	0	0	0	0
Total Debt Service Funds	0	0	0	0
Capital Project Funds				
Capital Imprv. Bond Projects	0	0	0	0
Sidewalk Improvements	273,473	0	308,308	-34,835
Total Capital Project Funds	273,473	0	308,308	-34,835
Trust & Agency Funds				
Library Trust	0	0	0	0
Hal Holmes Trust	0	0	0	0
Fire Relief & Pension Trust	0	0	0	0
Total Trust & Agency Funds	0	0	0	0
Enterprise Funds				
Stormwater	171,879	0	172,768	-889
Stormwater Bond	0	3,000,000	3,000,000	0
Telecommunications	0	143,228	99,302	43,926
Gas	684,490	0	687,913	-3,423
Light	614,470	0	708,225	-93,755
Water	832,815	0	972,711	-139,896
Water Construction	79,988	179,259	79,988	179,259
Sewer	590,000	0	609,109	-19,109
Total Enterprise Funds	2,973,642	3,322,487	6,330,016	-33,887
Internal Service Funds				
Shop & Equipment	416,329	0	420,061	-3,732
Health Insurance	0	0	0	0
Risk Management	0	0	0	0
IT Fund	558,786	0	559,801	-1,015
Total Internal Service Funds	975,115	0	979,862	-4,747
Grand Total	\$4,514,372	\$6,062,884	\$12,761,788	-\$2,184,533

ORDINANCE NO. 4852

AN ORDINANCE AMENDING THE 2019-2020 BIENNIAL BUDGET OF THE CITY OF ELLENSBURG AS SET FORTH IN ORDINANCE NO. 4815 AND PREVIOUSLY AMENDED AS SET FORTH IN ORDINANCE NO. 4831 AND ORDINANCE NO. 4841 TO ADJUST APPROPRIATIONS IN THE CITY'S FUNDS.

WHEREAS, the City Council approved Ordinance No. 4815, which adopted a biennial budget for fiscal years 2019-2020; and

WHEREAS, Ch. 35A.34 RCW provides procedures for adopting, managing, and amending a biennial budget; and

WHEREAS, the City Manager has identified the need to make certain revisions to the 2019 – 2020 biennial budget; and

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made;

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. **2019-2020 Supplemental Budget.** The 2019-2020 biennial budget for the City of Ellensburg for the period January 1, 2019 through December 31, 2020, as authorized in Ordinance 4815 and previously amended in Ordinance 4831 and Ordinance 4841 is hereby amended as revised in attached Exhibits A and B, and are hereby appropriated for expenditure at the fund level during the 2019-2020 biennium.

Section 2. **Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. **Corrections.** Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. **Effective Date.** This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of the ordinance or a summary thereof consisting of the title.

The foregoing ordinance was passed and adopted at regular meeting of the City Council on this 6th day of April, 2020.

Mayor

Attest:

City Clerk

Approved as to form:

CITY ATTORNEY

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4852 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, that Ordinance No. 4852 was published as required by law.

Beth Leader, City Clerk

Ordinance No. ____ - Exhibit A (Supplemental Budget Ordinance)

City of Ellensburg

2019 Budget Table - All Funds as Amended

Fund/Department	Budgeted Beg Fund Balance	2019 Revenues	2019 Expenditures	Budgeted Ending Fund Balance
Total General Fund	3,765,417	15,068,378	16,012,041	2,821,754
Budgeted General Sub-Funds				
Sales Tax	2,485,328	5,016,026	4,193,632	3,307,722
Police Equipment Reserve	13,506	0	13,506	0
Art Acquisitions	57,647	51,395	60,385	48,657
Total Budgeted General Sub-Funds	2,556,481	5,067,421	4,267,523	3,356,380
Special Revenue Funds:				
Street	1,375,708	2,072,364	2,716,248	731,825
Arterial Street	903,414	7,061,044	6,559,312	1,405,146
Park Acquisitions	1,981,922	411,118	1,460,959	932,081
Ellensburg Public Transit	1,380,771	1,473,640	1,575,248	1,279,162
Criminal Justice	1,272,925	1,126,419	841,451	1,557,893
Drug	4,933	1,600	6,500	33
CATV Ops. and & Maint.	123,630	107,045	103,349	127,326
Park Acquisitions	937,427	266,711	1,125,000	79,138
Lodging Tax	653,656	590,000	1,149,000	94,656
Housing & Related Services	353,104	588,853	332,500	609,457
Total Special Revenue Funds	8,987,489	13,698,795	15,869,568	6,816,717
Debt Service Funds				
Capital Imprv. Debt	0	45,000	45,000	0
2010 Maintenance Bond	79,804	212,700	213,400	79,104
Library Bond Debt	101,564	175,000	170,400	106,164
LID Guarantee Fund	131,377	0	0	131,377
Total Debt Service Funds	312,745	432,700	428,800	316,645
Capital Project Funds				
Capital Imprv. Bond Projects	691,950	7,078,800	5,414,658	2,356,092
Sidewalk Improvements	823,524	285,000	786,903	321,621
Total Capital Project Funds	1,515,474	7,363,800	6,201,561	2,677,713
Trust & Agency Funds				
Library Trust	297,846	7,500	8,800	296,546
Hal Holmes Trust	456,599	10,000	10,000	456,599
Fire Relief & Pension Trust	417,603	165,169	157,209	425,563
Total Trust & Agency Funds	1,172,048	182,669	176,009	1,178,708
Enterprise Funds				
Stormwater	617,167	1,199,869	1,428,248	388,789
Stormwater Bond	0	0	0	0
Telecommunications	132,430	352,360	294,255	190,535
Gas	2,177,579	7,830,270	8,074,495	1,933,354
Gas Construction	105,151	0	105,151	0
Light	4,749,871	18,996,521	17,574,424	6,171,967
Water	3,805,053	5,675,234	6,989,125	2,491,162
Water Construction	3,640	1,286,292	1,286,292	3,640
Sewer	2,287,638	4,570,297	5,697,234	1,160,701
Total Enterprise Funds	13,878,529	39,910,843	41,449,224	12,340,147
Internal Service Funds				
Shop & Equipment	5,498,375	2,167,841	2,397,161	5,269,055
Health Insurance	1,012,850	2,152,744	2,378,715	786,879
Risk Management	774,023	686,902	466,653	994,272
IT Fund	573,086	1,221,414	1,517,883	276,617
Total Internal Service Funds	7,858,335	6,228,901	6,760,412	7,326,823
Grand Total	\$40,046,518	\$87,953,507	\$91,165,138	\$36,834,887

Ordinance No. ____ - Exhibit B (Supplemental Budget Ordinance)
City of Ellensburg
2020 Budget Table - All Funds as Amended

Fund/Department	Budgeted Beg Fund Balance	2020 Revenues	2020 Expenditures	Budgeted Ending Fund Balance
Total General Fund	2,831,155	15,874,527	16,525,530	2,180,152
Budgeted General Sub-Funds				
Sales Tax	3,307,722	4,765,474	6,402,949	1,670,247
Art Acquisitions	48,657	51,400	53,017	47,040
Total Budgeted General Sub-Funds	3,356,380	4,816,874	6,455,966	1,717,288
Special Revenue Funds:				
Street	854,751	2,076,364	2,802,505	128,610
Arterial Street	1,149,145	7,428,302	8,171,618	405,829
Traffic Impact Fee	956,579	446,618	1,403,198	0
Ellensburg Public Transit	1,310,485	1,565,843	2,072,378	803,950
Criminal Justice	1,557,893	1,070,118	938,128	1,689,883
Drug	30,132	1,600	31,699	33
CATV Ops. and & Maint.	127,326	107,045	103,473	130,898
Park Acquisitions	79,138	266,711	0	345,849
Lodging Tax	94,656	619,000	598,000	115,656
Housing & Related Services	939,353	659,410	1,497,500	101,263
Total Special Revenue Funds	7,099,458	14,241,012	17,618,499	3,721,970
Debt Service Funds				
Capital Imprv. Debt	0	540,000	540,000	0
2010 Maintenance Bond	79,104	212,700	212,900	78,904
Library Bond Debt	106,164	175,000	175,900	105,264
LID Guarantee Fund	131,377	0	0	131,377
Total Debt Service Funds	316,645	927,700	928,800	315,545
Capital Project Funds				
Capital Imprv. Bond Projects	2,356,092	0	1,833,835	522,257
Sidewalk Improvements	595,094	285,000	608,308	271,786
Total Capital Project Funds	2,951,186	285,000	2,442,143	794,043
Trust & Agency Funds				
Library Trust	296,546	7,500	8,800	295,246
Hal Holmes Trust	456,599	10,000	10,000	456,599
Fire Relief & Pension Trust	425,563	165,169	142,351	448,381
Total Trust & Agency Funds	1,178,708	182,669	161,151	1,200,226
Enterprise Funds				
Stormwater	560,668	1,415,790	1,467,699	508,759
Stormwater Bond	0	3,000,000	3,000,000	0
Telecommunications	190,535	344,152	242,916	291,770
Gas	2,617,844	6,620,729	7,245,824	1,992,749
Light	6,786,437	19,073,396	18,536,876	7,322,957
Water	3,323,977	5,824,503	7,849,372	1,299,107
Water Construction	83,628	1,829,259	1,729,988	182,899
Sewer	1,750,701	4,867,417	6,098,264	519,853
Total Enterprise Funds	15,313,789	42,975,245	46,170,940	12,118,094
Internal Service Funds				
Shop & Equipment	5,685,383	2,190,084	2,206,087	5,669,380
Health Insurance	786,879	2,251,631	2,378,715	659,795
Risk Management	994,272	686,902	528,842	1,152,332
IT Fund	835,403	1,210,749	1,822,532	223,620
Total Internal Service Funds	8,301,938	6,339,366	6,936,176	7,705,127
Grand Total	\$41,349,259	\$85,642,392	\$97,239,206	\$29,752,446



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: April 6, 2020

Item Title/Agenda Subject: Resolution Authorizing Dolarway property sale with attached Purchase and Sale Agreement

Submitted by: John Akers City Manager Department

Recommended Action or Motion: Adopt the attached resolution authorizing execution of the PSA subject to receipt of the escrow funds by the title company selected for closing.

Background/Summary: On June 5, 2017, Council adopted resolution No. 2017-14 which established City owned property along Dolarway Road surplus to the City's needs and authorized the City Manager to dispose of the property in a manner consistent with the Ellensburg City Code (ECC). Staff has received a number of inquiries regarding the property, and honored two sales to Jeff Greear totaling 6 acres. In September of 2018 Mr. Greear again requested Council's consideration of sale of an additional 3.4 acres immediately adjacent and west of the property he previously purchased. Due to the need to develop a short plat to create the parcel and the length of time since the previous sales staff secured appraisal service to review the land value and completed the necessary work to complete the short plat. The appraisal resulted in an opinion of value of \$340,000. Mr. Greear is willing to meet the appraised value and a purchase and sale agreement has been prepared to facilitate the sale.

Previous Council Action: Adoption of Surplus Resolution No. 2017-14
Adoption of Surplus Resolution No. 2017-14

Analysis: Chapter 2.06 ECC defines the process for disposal of non-utility owned real estate. The PSA prepared for Council consideration has been evaluated against the appraisal commissioned by the City and is equal to appraised value of \$340,000 resulting from that review. Before the sale can be completed the purchaser must deposit escrow funds in the amount of 5 percent of the purchase price (\$17,000) with the title company.

Financial Impact:

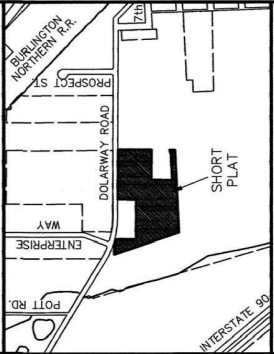
The property sale will result in \$340,000 to be deposited into the City's General Fund which funded the initial property purchase. This sale parcel is part of a larger parcel purchased in 1999 that now contains Rotary Park and encompasses phase I of the West Ellensburg Flood Plain Restoration Project. Funds resulting from the sale are earmarked for use in the Public Safety Building Restoration Project. Any funds remaining at project completion will be returned to the general fund.

Attachments:

[Dolarway Short Plat](#)

[Resolution 2020-08 Approving Sale of Dolarway Lot 2 to Solar Dolar](#)

VICINITY MAP



APPROVALS

CITY ENGINEER

THIS SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG SUBDIVISION ORDINANCE. ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH.

Dea May 3/4/2020
CITY ENGINEER DATE

PUBLIC WORKS & UTILITIES DEPT.

THIS SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG SUBDIVISION ORDINANCE. ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH.

Rebecca 3/4/2020
DIRECTOR "Acting" DATE

COMMUNITY DEVELOPMENT DEPT.

THIS SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG SUBDIVISION ORDINANCE. ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH.

Kurt Schult 3/4/2020
DIRECTOR DATE

CERTIFICATE OF KITTITAS COUNTY TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HEREFORE LEVIED AGAINST THE SHORT PLATED PROPERTY DESCRIBED HEREON ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN PAID AND DISCHARGED. PARCEL #955947

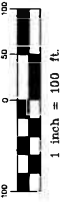
Kathleen 3/4/2020
KITTITAS COUNTY TREASURER DATE

NOTICE: THE APPROVAL OF THIS PLAT IS NOT A GUARANTEE THAT FUTURE PERMITS WILL BE GRANTED.

OWNER:

CITY OF ELLENSBURG
CITY HALL
501 N. ANDERSON ST.
ELLENSBURG, WA 98926
ZONE: INDUSTRIAL LIGHT

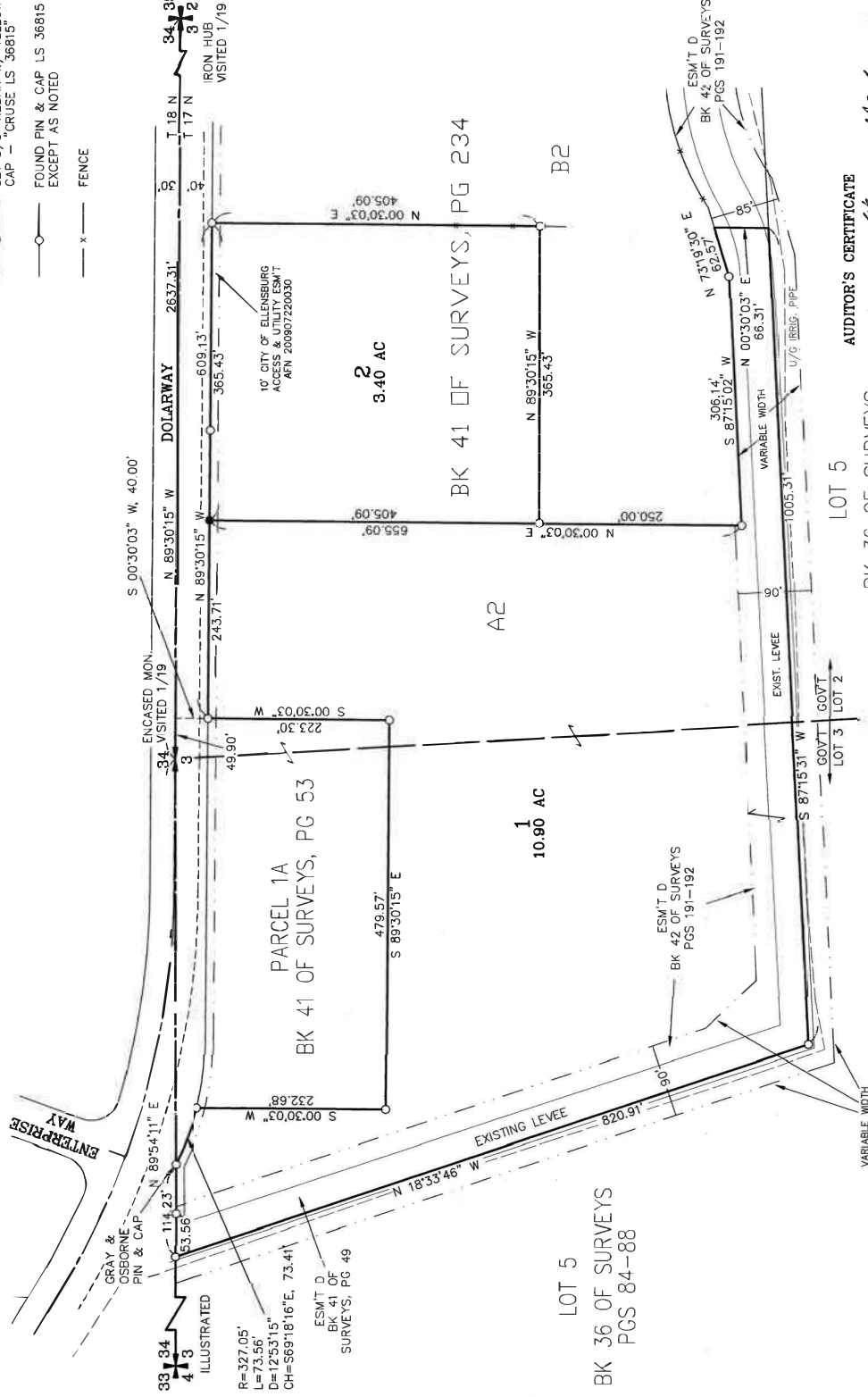
P-19-134



LEGEND

- SET 5/8" REBAR W/ YELLOW CAP - "CRUSE LS 36815"
- FOUND PIN & CAP LS 36815 EXCEPT AS NOTED
- FENCE

COE DOLARWAY SHORT PLAT
Located in the N 1/2 of Section 3,
Township 17 North, Range 18 East, W.M.



LOT 5
BK 36 OF SURVEYS
PGS 84-88

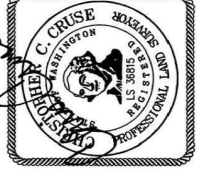
AUDITOR'S CERTIFICATE

Filed for record this 23rd day of March, 2020, at 11:22 A.M., in Book L of Short Plats at page(s) 187 of the request of Cruse & Associates, RECEIVING NO. 202003060026

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of CITY OF ELLENSBURG in OCTOBER of 2019.

Chris Cruse 3/4/2020
CHRISTOPHER C. CRUSE DATE
Professional Land Surveyor License No. 36815



CRUSE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
217 East Fourth St.
Ellensburg, WA 98926 (509) 962-8242
COE DOLARWAY SHORT PLAT



COE DOLARWAY SHORT PLAT

Located in the N 1/2 of Section 3,
Township 17 North, Range 18 East, W.M.

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT THE CITY OF ELLENSBURG, A MUNICIPAL CORPORATION, THE UNDERSIGNED OWNER OF THE HEREIN DESCRIBED REAL PROPERTY, DOES HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, I HAVE SET MY HAND THIS 6 DAY OF March, A.D., 2020.

CITY OF ELLENSBURG

[Signature]
JOHN AKERS
CITY MANAGER

[Signature]
BRUCE TABB
MAYOR

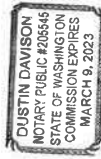
ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.
COUNTY OF KITTITAS }

THIS IS TO CERTIFY THAT ON THIS 6 DAY OF March, A.D., 2020, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JOHN AKERS AND BRUCE TABB, TO ME KNOWN TO BE THE CITY MANAGER AND MAYOR, RESPECTIVELY, OF THE CITY OF ELLENSBURG, A MUNICIPAL CORPORATION, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID MUNICIPAL CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST WRITTEN.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT City of Ellensburg
MY COMMISSION EXPIRES: 3/9/2023



ORIGINAL PARCEL DESCRIPTION

PARCEL A2 OF THAT CERTAIN SURVEY RECORDED JANUARY 16, 2019, IN BOOK 41 OF SURVEYS AT PAGE 234, UNDER AUDITOR'S FILE NO. 201901160004, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF GOVERNMENT LOTS 2 AND 3, SECTION 3, TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

NOTES:

1. THIS SURVEY WAS PERFORMED USING A TOPCON GTS SERIES TOTAL STATION. THE CONTROLLING MONUMENTS AND PROPERTY CORNERS SHOWN HEREON WERE LOCATED, STAKED AND CHECKED FROM A CLOSED FIELD TRAVERSE IN EXCESS OF 1:10,000 LINEAR CLOSURE AFTER AZMUTH ADJUSTMENT.
2. THIS SURVEY MAY NOT SHOW ALL EASEMENTS OR IMPROVEMENTS WHICH MAY PERTAIN TO THIS PROPERTY.
3. FOR BASIS OF BEARINGS, SECTION SUBDIVISION, CORNER DOCUMENTATION AND ADDITIONAL INFORMATION, SEE BOOK 41 OF SURVEYS, PAGE 234 AND THE SURVEYS AND THE SURVEYS REFERENCED THEREON.
4. THIS PROPERTY IS LOCATED IN THE AO DEPTH 2 FLOOD ZONE ON FEMA FIRM MAP 530234 0001 C. AS SUCH, ANY FUTURE DEVELOPMENT MAY REQUIRE ADDITIONAL LAND USE PERMITS.

AUDITOR'S CERTIFICATE

Filed for record this 6th day of March, 2020, at 11:22 AM, in Book L of Short Plats at page(s) 225 of the request of Cruse & Associates, RECEIVING NO. 202003049033

JERALD V. PETTIT BY *[Signature]*
KITTITAS COUNTY AUDITOR



CRUSE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
217 East Fourth Street P.O. Box 959
Ellensburg, WA 98926 (509) 962-8242
COE DOLARWAY SHORT PLAT

RESOLUTION NO. 2020-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, authorizing the Mayor and City Manager to execute the Agreement for the Purchase and Sale of Real Estate and other related documents for the sale of surplus property owned by the City of Ellensburg ("City") to Solar Dolar, LLC ("Solar Dolar").

WHEREAS, the City Council of Ellensburg ("City Council") approved Resolution No. 2017-14 on June 5, 2017, which declared three parcels owned by the City on Dolarway Road known as Dolarway Parcels 1, 2 and 3 as surplus to the City's needs, and authorized Parcel 3 to be disposed of by any means authorized in the Ellensburg City Code and state law; and

WHEREAS, a short subdivision of Lot A2 resulted in the creation of Lot 2, which is approximately 3.40 acres in size; and

WHEREAS, the City commissioned an appraisal of the subject parcel, and the proposed purchase price for Lot 2, as reconfigured from original Parcel 3, offered by Solar Dolar is for an amount equal to the "per square foot" appraised value;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, AS FOLLOWS:

Section 1. The "Whereas" provisions set forth above are hereby incorporated in this Resolution as findings in support of the actions authorized in this Resolution.

Section 2. The disposition of the City's property as authorized herein shall be by "Negotiated sale" with Solar Dolar pursuant to ECC 2.06.100(C).

Section 3. The Mayor is hereby authorized to execute an agreement for the purchase and sale of the surplus property identified as Lot 2 to Solar Dolar, attached hereto as Exhibit 1 and incorporated by reference herein. The Mayor and City Manager are also authorized to execute all other documents necessary to complete the sale of the property as set forth herein.

Section 4. If any section, sentence, clause, or phrase of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

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ADOPTED by the City Council of the City of Ellensburg this 6th day of April, 2020.

MAYOR

ATTEST: _____
CITY CLERK

EXHIBIT 1

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this ____ day of _____, 2020, between the City of Ellensburg, a Washington municipal corporation ("Seller"), and Solar Dolar, LLC, a Washington Limited Liability Corporation ("Buyer").

1. Purchase and Sale of Property. Seller agrees to sell and Buyer agrees to buy approximately 3.4 acres of property on Dolarway Road adjacent to, and westerly from, Buyer's existing property identified as Lot 2 of the COE Dolarway Short Plat.

1.1. The Property. The Property involved in this transaction is situated on Dolarway Road in the City of Ellensburg, Kittitas County, Washington, is Parcel 2 as shown on the attached Exhibit A.

1.2. Scrivener's Errors. In the event of an error in the legal description, the parties agree that either party or a scrivener may correct the error.

1.3. Laws and Rights. It is understood that the sale and conveyance to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations.

1.4. Conveyance; Deed Restriction. The real property described in Section 1.1 shall be conveyed to Buyer by Warranty Deed subject only to the permitted exceptions and free and clear of all encumbrances and defects that interfere with Buyer's intended use of the Property, in Buyer's sole absolute discretion provided, however, that the City's warranty deed shall convey its property to Buyer subject to and including the following restriction on its use:

Provided, that the Grantee herein, together with its heirs, successors and assigns, shall not use the said real property to construct, operate, lease, license or otherwise permit any direct or indirect use of the Property identified as Lot 2 of the COE Dolarway Short Plat approximately two (3.4) acres for storage units, ministorage or any similar storage facility. This covenant is intended to run with the land.

1.5 City Property Declared to be Surplus to the City's Needs. The City warrants that its City Council declared in Resolution 2017-14 as surplus to the City's needs the Property identified in 1.1 above, and that in declaring the property surplus it has followed the required legal procedures for so doing.

2. Purchase Price. Buyer shall pay to Seller as the Purchase Price for the Property the sum of Three Hundred Forty Thousand Dollars and no/100ths (\$340,000.00). The earnest money under this Agreement will be in the sum of Ten

Thousand and no/100ths Dollars (\$17,000), which will be held by the closing agent and applied to the Purchase Price paid at closing. Buyer will deposit the Earnest Money with the closing agent within ten (10) days of mutual acceptance of this Agreement by Buyer and Seller.

If this Agreement is properly terminated, any costs authorized under this Agreement to be advanced from the earnest money deposit will be deducted before the remaining earnest money is refunded to Buyer or forfeited to Seller if and as permitted under this Agreement. If a dispute arises regarding the disbursement of the earnest money, the closing agent may interplead the earnest money and interest earned thereon into the registry of the superior court of the county in which the real property subject to this Agreement is situated and the closing agent will recover all reasonable costs and attorney fees associated with the interpleader action incurred by the closing agent from the earnest money before any other disbursements from the earnest money are made.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent.

3.1. Executed Contract. The “Executed Contract Date” is the date that both parties have signed this Agreement. If the Agreement is signed on different days, the Executed Contract Date is the date of the last signing party. Both Buyer and Seller must sign this Agreement within fifteen (15) days of approval from the Ellensburg City Council. If signatures are not received by both parties within fifteen (15) days, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Title Review. Prior to or within ten (10) days after the Executed Contract Date, Seller shall order from AmeriTitle title company, Ellensburg, WA, (the “Title Company”) a preliminary title report on the Property, and copies of all documents referred to therein.

3.4. Due Diligence. Upon execution of this Agreement by both parties, Buyer is granted a due diligence period until and including thirty (30) days after the Executed Contract Date. Said due diligence period may be extended an additional thirty (30) days upon written notice delivered to Seller. Buyer may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues regarding the Property. If the results of said review are unsatisfactory in Buyer’s sole absolute discretion, Buyer may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Buyer under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other; provided that in such event, Buyer shall be entitled to a refund of the earnest money.

4. Escrow; Closing. Upon execution of this Agreement, or as soon thereafter as is convenient, the parties shall open an escrow with AmeriTitle, 101 West Fifth Street, Ellensburg, Washington, 98926, attention Schiree Minor, telephone number (509) 925-1477 (the "Escrow Holder") for the purpose of closing the purchase and sale of the Subject Property. Escrow shall close no later than the Closing Date specified in Section 4.2, below, provided that closing will be subject to Seller being in a position to convey title to the Subject Property and subject to the satisfaction of the conditions precedent set forth in Paragraph 3 above. On or before the date of closing, Buyer shall deliver to the Title Company the Purchase Price for the Property, whereupon the Title Company shall issue a standard owner's policy of title insurance in the full amount of the Purchase Price, Title Company shall record and deliver to Buyer the standard owner's policy of title insurance.

4.1. Closing Costs. Seller and Buyer shall each pay one-half (1/2) of the costs of a standard form title policy. Buyer shall pay any excess premium attributable to any extended coverage title policy. This sale of the Seller's property to Buyer is not subject to the state Real Estate Excise Tax pursuant to RCW 82.45.010(3)(n).

4.2. Closing Date. The closing of the transaction, payment to Seller, and delivery of all items shall occur at AmeriTitle, Ellensburg, WA, and shall occur on a date specified by Buyer and occurring within 45 days of Buyer's notice to Seller that all conditions precedent to closing have been deemed satisfied or waived by Buyer in Buyer's sole absolute discretion. In the event closing shall not have occurred within 180 days after the Execution Date, this agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other.

5. Covenants, Representations and Warranties.

5.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

5.1.1. From the date of this Agreement through the closing date, the Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property without the Buyer's prior written consent.

5.1.2. During the contract period, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Property without Buyer's prior written consent.

5.1.3. Seller shall remove all disapproved exceptions including all monetary liens affecting the property prior to closing.

5.1.4. During the contract period, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

6.1. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer, each of which shall be true on the date hereof and on the date of closing. Seller shall immediately provide Buyer with written notice of any event which would make any representation or warranty set forth below incorrect or untrue, and upon receipt of such notice, Buyer may elect to terminate this Agreement. Upon Buyer's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either party to the other; provided that in such event, Buyer shall be entitled to a refund of the earnest money.

6.1.1. Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents have been, or will be, taken, inclusive of obtaining the consent and approval to this Agreement and to any conveyance instrument required herein by any person or persons holding a monetary lien interest in the Property. Consummation of this transaction will not breach any agreement to which Seller is a party. Buyer shall have no obligation to pay any funds prior to, at, or following closing to any third party, including any person or persons holding a monetary lien interest in the Property.

6.1.2. Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

6.1.3. Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a governmental body or regulatory agency which would materially and adversely affect the Property.

6.1.4. Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

6.1.5. No special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report and Seller has not received written notice that any such assessments are threatened.

6.1.6. Seller is a municipal corporation organized under the laws of the State of Washington and owns the Property, which is otherwise subject to no unrecorded leases, easements, encumbrances or other agreements affecting the property except as shown on the Preliminary Title Report.

6.1.7. To the knowledge of Seller: (a) no hazardous substances are, will be, or have been, stored, treated, disposed of or incorporated into, on or around the Property in violation of any applicable statutes, ordinances or regulations; (b) the Property is in

material compliance with all applicable environmental, health and safety requirements; and (c) any business heretofore operated on the Property has disposed of its waste in accordance with all applicable statutes, ordinances and regulations. Seller has no actual notice of any pending or threatened action or proceeding arising out of the condition of the Property or any alleged violation of environmental, health or safety statutes, ordinances or regulations.

6.2. Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties to Seller, each of which shall be true on the date hereof and on the date of closing:

6.2.1. Buyer has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Buyer necessary to confer such authority upon the persons executing this Agreement and such other documents have been, or will be, taken.

6.2.2. Buyer represents that it has sufficient funds to close this transaction.

6.3. Survival of Covenants. The covenants, representations, and warranties contained in Sections 5 and 6 of this Agreement shall survive the delivery and recording of the Warranty Deed from the Seller to the Buyer.

7. Casualty and Condemnation. If, prior to closing, any of the Property is destroyed or materially damaged by fire or other casualty, Buyer may (a) elect to terminate this Agreement and have all of the earnest money returned to Buyer or (b) continue to closing and have all rights to any property insurance claims and/or proceeds that result from said destruction or damage assigned to Buyer at the time of closing.

8. Default Remedies. If Seller, without legal right, refuses or otherwise fails to complete the transaction contemplated in this Agreement, Buyer may seek specific performance, damages, or any other remedy available at law or equity. If Buyer, without legal right, refuses or otherwise fails to complete the transaction contemplated in this Agreement, Seller's remedy will be limited as follows: the earnest money deposit will be forfeited to Seller as Seller's sole and exclusive remedy for such refusal or failure.

9. Miscellaneous.

9.1. Finder's Fee. Buyer and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the closing.

9.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

9.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

TO BUYER:

Solar Dolar, LLC
Jeff Greear
940 Southridge Dr.
Ellensburg, WA 98926

TO SELLER:

John Akers, City Manager
City of Ellensburg
501 N. Anderson St.
Ellensburg, WA 98926

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of actual delivery thereof or three (3) days after having been mailed as provided above, as the case may be.

9.4. Amendment. This Agreement may be amended only by the written agreement of each of the parties to this Agreement.

9.5. Assignment. Except as otherwise expressly provided in this Agreement, Buyer may not assign this Agreement or Buyer's rights hereunder without Seller's prior written consent, which consent may not be unreasonably withheld or delayed; provided, however, Buyer, with written notice to Seller, is permitted to assign Buyer's interest under this Agreement to an entity wholly-owned by Buyer.

9.6. Attorneys' Fees and Costs. If any party to this Agreement brings a legal action to interpret or enforce this Agreement, the substantially prevailing party in the action will be entitled to an award of the reasonable attorneys' fees and costs it incurs in the action, whether in arbitration, at trial, on appeal, or in a bankruptcy proceeding.

9.7. Governing Law and Venue. This Agreement will be interpreted, construed, and governed by the laws of the State of Washington. The exclusive venue for any legal action to interpret or enforce this Agreement shall be in Kittitas County Superior Court.

9.8. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

9.9. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, that provision and the remainder of this Agreement will continue in effect and be enforceable to the fullest extent permitted by law. Furthermore, it is the intention of the parties to this Agreement that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision will have the meaning that renders the provision valid.

9.10. Exhibits. All exhibits attached hereto shall be incorporated by reference as if set out in full herein.

9.11. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Buyer and Seller only upon its execution by an authorized representative of each such party.

9.12. Construction; Role of Legal Counsel. The parties acknowledge that each party has reviewed this Agreement, and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto. If Buyer has any questions regarding this Agreement and any addenda, attachments, or other related documents, Buyer should consult an attorney or tax advisor of Buyer's own choice. Buyer, by the signature appearing below, agrees and affirms that it has had an adequate opportunity to secure independent legal counsel of its own choosing to review this Agreement and the documents attached hereto.

9.13. Counterparts. This Purchase and Sale Agreement may be executed in several counterparts, each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

9.14. Cooperation and Further Assurances. Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold responses to requests for information, approvals, or consents provided for in this Agreement. The parties agree to take further action and execute further documents, both jointly or within their respective powers and authority, as may be reasonably necessary to implement the intent of this Agreement.

9.15. Merger. The delivery of the Warranty Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Buyer shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Buyer and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the closing.

9.16. Complete Agreement. This Agreement represents and contains the entire understanding between the parties related to the acquisition of the Property. The parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document, with the exception of any documents expressly incorporated by reference in this Agreement. Any prior agreements, whether verbal or written, not specifically referred to in this Agreement are hereby terminated.

9.17. Scrivener. The party drafting this Agreement is the Seller. The Seller makes no representations regarding the rights or responsibilities of Buyer under this Agreement. Buyer is encouraged to review the completed contract with legal counsel before signing this Agreement.

9.18 Waiver. Failure of either Party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Buyer has executed this Agreement on the date shown next to its signature, and Seller has accepted on the date shown next to its signature.

BUYER:

SOLAR DOLAR, LLC

By: Jeffrey Greear

Its: _____

Date: _____

SELLER:

**CITY OF ELLENSBURG,
WASHINGTON, a Washington
municipal corporation - SELLER**

By: John Akers
Its: City Manager

Date: _____

Approved by Legal Counsel for the
City of Ellensburg:

By: Terry Weiner, City Attorney

EXHIBIT A

PARCEL 2 OF THAT CERTAIN SURVEY RECORDED MARCH 6, 2020, IN BOOK L OF SHORT PLATS AT PAGES 194-95, UNDER AUDITOR'S FILE NO. 202003060026, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF GOVERNMENT LOTS 2 AND 3, SECTION 3, TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.



MANAGER'S REPORT

DATE: April 6, 2020
To: Ellensburg City Council
FROM: John Akers, City Manager

1. Notice of Public Hearing.

Staff would like to advise Council that a public hearing has been set for April 20, 2020 to consider application #P19-138, a Type IV Preliminary Plat submitted by Steve Willard, for the French Plat located at 1201 Sanders Road, Ellensburg, Washington, Kittitas County Assessor's Parcel Number: 10879.

2. Waste Management Spring Cleanup Postponed and Other Service Modifications.

Due to the recent events with COVID-19, staff has worked with Waste Management and decided to postpone the previously scheduled event. The event was scheduled for April 11-17. Staff will advise Council when the event has been rescheduled.

Waste Management cited a Force Majeure event to deal with their COVID-19 response, citing employee safety. Effective March 27, Waste Management had their residential call center staff up and running from their homes. In addition, Waste Management identified the following issues that will also be affected:

- Suspension of residential bulky waste curbside collection (e.g., mattresses, furniture, etc.)
- Suspension of bulky waste collection events
- Mailing of hard copy welcome packets to new customers