

CITY COUNCIL AGENDA

November 20, 2023



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COUNCIL MEETING

GUIDELINES FOR PUBLIC PARTICIPATION

All City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at www.ectv2.com or on YouTube at ECTV Ellensburg. You may also attend by phone, only, and listen to the meeting by following the registration instructions under “Procedure for Remote Participation During Meeting” below. Once you register, you will be sent a meeting invitation with a phone number for the meeting.

City Council accepts testimony or comments in person or via remote testimony under Citizen Comment on Non-Agenda Items (Item No. 7) as well as for other topics specifically referenced for public comment under the Regular Agenda. Testimony or comments will be accepted in the following manner:

SUBMISSION OF WRITTEN COMMENTS

- **Written comments submitted in advance of meeting**
Submit written comments by mail to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or via email to: cityclerk@ellensburgwa.gov. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Comments for public hearings**
Written comments must be received by the City Clerk by 5 p.m. on the meeting date. Comments can either be mailed to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or sent via email to: cityclerk@ellensburgwa.gov. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

1. **Advance registration is required to provide public comment or hearing testimony via remote meeting attendance.** Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).
2. **Join the meeting early,** as you may need to download the app in advance to participate. Once you’ve joined the meeting, your camera and microphone will be muted until you are recognized by the Mayor to speak.
3. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
4. **The Mayor will identify the agenda item** and ask if anyone wishes to speak on the matter.
5. Any interested person may provide comments: 1) under Item 7 on non-agenda items, or 2) on any listed agenda items where public comment is accepted. If you wish to speak, you must:
 - a) **Raise your “virtual hand”** in the corner of Zoom application on the computer screen or press *9 on your phone. Raising your hand signals the moderator that you wish to speak.
 - b) **Wait to be called upon by the Mayor** using your name, e-mail, or phone number used to log in to the teleconference.
6. **Please state your name, whether you live in the City of Ellensburg, Kittitas County or elsewhere, and whether you are representing only yourself or others.**

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

- ◆ When recognized, approach the microphone provided on the right side of the room.
- ◆ Please state your name, whether you live in the City of Ellensburg, Kittitas County or elsewhere, and whether you are representing only yourself or others.
- ◆ Each speaker's comments are to be limited to 3 MINUTES.
- ◆ Submit any 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).

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

1. Each speaker's comments are to be limited to 3 MINUTES.
2. Speakers are cautioned not to engage in conduct that disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting.
3. 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).
4. Speakers may only address the Council on matters which concern the City's business or over which the Council has control.

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 (Item 7 on the Agenda). Council may consider an item at a future meeting, thus you may wish to concisely state your concern and request placement of your matter on a future agenda. Staff will follow up with speakers as necessary.

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 (509) 925-8614.

PUBLIC HEARINGS

City Council accepts testimony or comments in person or via remote testimony on a particular subject schedule for Public Hearing. Council will consider all testimony, respond to any questions, and take action after the public hearing is closed. Testimony or comments will be accepted in the following manner:

1. When recognized,
 - If attending in the Council Chambers, approach the microphone provided on the right side of the room.
 - If attending remotely, raise your "virtual hand" in the corner of Zoom application on the computer screen or press *9 on your phone.
2. Please state your name, address, and whether you are representing only yourself or others.
3. Please limit your comments to 5 MINUTES.
4. Submit written comments to the City Clerk.

**CITY OF ELLENSBURG
CITY COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, November 20, 2023
7:00 PM - Regular Meeting**

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (Public Comment Opportunity)

3. Awards and Recognitions

3.A Boy Scout Flag Program Presentation

4. Approval of Agenda (No Public Comment)

5. Consent Agenda (No Public Comment)

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 Minutes of November 6, 2023 Regular Meeting	6
5.B	Approve Minutes of November 6, 2023 Joint City Council and Affordable Housing Commission Study Session	12
5.C	Acknowledge Minutes of Boards & Commissions	13
5.D	Approve University Way Banner Request for CWU - Ware Fair	37
5.E	Addendum to Jail Agreement with City of Sunnyside	38
5.F	Iron Horse Brewery Discharge Agreement Renewal	53
5.G	Amendment to Extend Verizon Antenna Lease for Water Tower	58
5.H	Bid Award – Bid Call 2023-18, Craig’s Hill Pressure Zone Improvements	86
5.I	Approve Voucher Listing for November 20, 2023	89

6. Petitions, Protests, and Communications

7. Citizen Comment on Non-agenda Issues

8.	Business Requiring Public Hearings	
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Ordinance 4931 (second reading) - 2024 Property Tax Levy (Public Comment Opportunity)	90
9.B	Ordinance 4932 (second reading) - Amending ECC 1.01.010 to Provide for Republication of the Ellensburg City Code by Municode (Public Comment Opportunity)	94
9.C	Ordinance 4933 (first reading) - Utility Billing Policies and Procedures (Public Comment Opportunity)	98
9.D	Resolution 2023-30 to Approve Fiscal Year 2023 Bad Debt Write-Offs (Public Comment Opportunity)	107
10.	Unfinished Business	
10.A	1st and Pine Affordable Housing Development Guidance (Public Comment Opportunity)	110
11.	New Business	
11.A	Adoption of Rotary Park Master Plan (Public Comment Opportunity)	115
11.B	Council Funded Grant Program - 2024 Grant Awards (Public Comment Opportunity)	118
11.C	Citizen Comment on Non-Agenda Issues Discussion (Public Comment Opportunity)	126
12.	Miscellaneous	
12.A	Manager's Report (No Public Comment)	155
12.B	Councilmembers' Reports (No Public Comment)	
13.	Executive Session	
13.A	Per RCW 42.30.110(1)(i), to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency	
13.B	Per RCW 42.30.110(1)(i), to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency	
14.	Adjournment	



CITY OF ELLENSBURG

Minutes of City Council, Regular Meeting

Date of Meeting

November 6, 2023

Time of Meeting

7:00 PM

Place of Meeting

**Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Beauchamp

1. Call to Order and Roll Call

Roll Call Present: Sarah Beauchamp, Rich Elliott, Nancy Goodloe, Nancy Lillquist, David Miller, Monica Miller, Adam Winn

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Community Development Director Carlson, Planning Manager Johnston, Arts & Economic Development Manager Vandenberg, Finance Director Pascoe, Public Works & Utilities Director Lyyski, Energy Resources Manager Stanavich, Parks Director Case, Engineering Manager Mayo and approximately 45 members of the public

Others present remotely via Zoom: six members of the public

The Mayor read a statement concerning Reed Park and the American Legion.

2. Proclamations (Public Comment Opportunity)

- 2.A Native American Heritage Month
Christy Gilchrist, CWU Director of Research & Sponsored Programs, read the proclamation.
- 2.B Veterans Day 2023
Councilmember Winn read the proclamation.

3. Awards and Recognitions

- 3.A Rodeo Board 100 Year Update
Carl Jensvold, Rodeo Board President, provided highlights of the 100th Anniversary Rodeo and thanked the City for their support including the water tower mural.

4. Approval of Agenda

Councilmember Elliott moved to Approve Agenda as presented. **Motion Approved 7-0.**

5. Consent Agenda

- 5.A Approve Minutes of October 16, 2023 Regular Meeting
- 5.B Acknowledge Minutes of Boards and Commissions
- 5.C City of Ellensburg Central Transit Title VI Plan
- 5.D Resolution 2023-27 Approving Mike and Debra O'Neil's Street Tree Removal Request at 1211 N Vuecrest Road
- 5.E Resolution 2023-28 Katie Meadows Final Plat Phase 1 Approval - P23-053
- 5.F Award Bid Call No. 2023-15 Tree Trimming Contract Utility Electrical Distribution System to Uribe's Tree Service LLC
- 5.G Bid Award - Bid Call No. 2023-17 - Anderson Road Sewer Project
- 5.H Project Acceptance - Bid Call 2022-12 - Rotary Park Field Light Installation Project
- 5.I Purchase of Generator and Switch for Craig's Hill Pressure Zone Improvements Project
- 5.J Craig's Hill Pressure Zone Improvements Supplemental Agreement #1 for Professional Services
- 5.K Community Thanksgiving Dinner Interagency Agreement Between CWU and the City
- 5.L Approve November 6, 2023 Voucher Listing

Councilmember Elliott moved to Approve the Consent Agenda as presented. **Motion Approved 7-0.**

6. Petitions, Protests, and Communications

7. Citizen Comment on Non-agenda Issues

- Jeff Whitman, 2104 N Parklane Ave., spoke concerning parking along Reed Park property and other issues at Craig's Hill
- Penny Whitman, 2104 N Parklane Ave., spoke concerning Reed Park
- Cheryl Chance spoke regarding Bid Call 2023-12 advertisement
- Angie Lang spoke regarding the American Legion, Reed Park and the survey
- Laurie Harper spoke regarding the Reed Park survey timeline
- Nicole Paxton, American Legion Auxiliary President, spoke regarding parking around Reed Park
- Sandy Scherich spoke regarding Craig's Hill and the American Legion
- John Pickett, spoke regarding the Reed Park survey
- Five members of the public attending remotely, spoke regarding topics unrelated to Council business and were therefore ordered to be muted by the Mayor

8. Business Requiring Public Hearings

- 8.A Public Hearing (Legislative) for Proposed 2024 Property Tax Levy Ordinance 4931 (first reading) (Public Comment Opportunity)

The Mayor opened the public hearing. Jerica Pascoe, Finance Director, presented information in the staff report.

Jeff Whitman, 2104 N Parklane Ave, questioned the amount of tax increase. With no questions or comments from Council, the Mayor closed the public hearing.

Councilmember Elliott moved to conduct first reading of Ordinance 4931 establishing the Ad Valorem Property Tax Levy for 2024. **Motion Approved 6-1 (Winn voted no)**

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A Ordinance 4928 (second reading) - Natural Gas Rate Adjustment to Comply with Washington State's Carbon Reduction and Greenhouse Gas Emissions, Cap and Invest Program (Public Comment Opportunity)

Buddy Stanavich, Energy Resources Manager, presented information in the staff report. Council asked questions of staff.

Councilmember Elliott moved to approve conducting second reading and adoption of Ordinance 4928 with amendments suggested by staff, as presented, adopting the rate adjustments necessary to comply with the State's Carbon Reduction and Greenhouse Gas Emissions, Cap and Invest program, and approve necessary budget adjustments. **Motion Approved 6-1 (Winn voted no)**

Councilmember Elliott left the meeting at 8:13 pm

- 9.B Ordinance 4929 (second reading) - 2023 Land Development Code Amendments (Public Comment Opportunity)

Jeremy Johnston, Planning Manager, presented information in the staff report. Council asked questions of staff.

Councilmember Winn moved to approve conducting second reading and adoption of Ordinance 4929, with amendments suggested by staff, as presented, adopting proposed 2023 Land Development Code Amendments. **Motion Approved 6-0**

- 9.C Ordinance 4930 (second reading), Amending Title 4.14A Streateries, Parklets, and Sidewalk Cafes (Public Comment Opportunity)

Jeremy Johnston, Planning Manager, presented information in the staff report.

Councilmember Winn moved to approve conducting second reading and adoption of Ordinance 4930, approving amendments to Title 4.14A Streateries, Parklets, and Sidewalk Cafes. **Motion Approved 6-0**

Councilmember Elliott returned to the meeting at 8:20 pm

- 9.D Ordinance 4932 (first reading) - Amending ECC 1.01.010 to Provide for Republication of the Ellensburg City Code by Municode (Public Comment Opportunity)

Terry Weiner, City Attorney, presented information in the staff report.

Councilmember Elliott moved to approve conducting first reading of Ordinance 4932, amending ECC 1.01.010. **Motion Approved 7-0**

- 9.E Resolution 2023-29 - Update of the City Council Rules of Procedure (Public Comment Opportunity)

Terry Weiner, City Attorney, presented information in the staff report.

Christy Gilcrest commented regarding a requirement of the public to be on camera, if attending meetings remotely.

Councilmember David Miller moved to approve adoption of Resolution 2023-29, updating the City Council Rules of Procedure. **Motion Approved 7-0**

10. Unfinished Business

11. New Business

- 11.A 2023 Third Quarter Financial Status and Investment Reports (Public Comment Opportunity)

Jerica Pascoe, Finance Director, presented information in the two reports.

Councilmember Elliott moved to approve accepting the 2023 Third Quarter Financial Status and Investment Reports as presented. **Motion Approved 7-0**

- 11.B Annual Poet Laureate and Arts Commission Report, 2024 Spending Plan and Grant Awards (Public Comment Opportunity)

Kelle Vandenberg, Arts & Economic Development Manager, presented information in the staff report. Marie Marchand read a poem and spoke about serving as the Poet Laurette for the past year. Council asked questions of staff.

Councilmember David Miller moved to approve the recommended Arts Commission Project Grant awards. **Motion Approved 6-0 (Monica Miller abstained)**

Councilmember David Miller moved to approve the 2024 Arts Commission Spending Plan. **Motion Approved 7-0**

- 11.C Fieldhouse Consultant Agreement (Public Comment Opportunity)

Brad Case, Parks & Recreation Director, presented information in the staff report. Council asked questions of staff.

Councilmember Winn moved to approve authorizing the City Manager to sign the consultant agreement with the Helix Design Group in the amount of \$1,122,300.00 and approve the necessary budget adjustments. **Motion Approved 7-0**

11.D 2024 City of Ellensburg Legislative Priorities (Public Comment Opportunity)
The City Manager presented the legislative priorities proposed for 2024.

Jennifer Patteson, County resident, spoke regarding clean-up of the Racquet & Rec Center property and the potential for increase of electricity capacity for increased future load on the electric grid.

Councilmember Goodloe moved to approve the 2024 City of Ellensburg Legislative Priorities. **Motion Approved 7-0**

12. Miscellaneous

12.A Manager's Report (No Public Comment)

Heidi Behrends Cerniwey, City Manager, presented the report. She shared a letter in support of the Washington Regional Fisheries Enhancement Group that the Mayor signed and was on the dais for Council's information.

12.B Councilmembers' Reports (No Public Comment)

- Councilmember Winn attended the LTAC meeting for grant application rating
- Councilmember Monica Miller attended the Chamber government affairs luncheon
- Councilmember David Miller attended the Reed Park Master Plan open house, Finance Committee, AWC regional meeting in Cle Elum, groundbreaking ceremony for FISH food bank warehouse, Postcard Mural ribbon cutting and discussed information he received from the Department of Commerce regarding the missing middle for housing
- Councilmember Goodloe attended the AWC regional meeting, Reed Park Master Plan open house, County Homelessness & Affordable Housing committee meeting, groundbreaking ceremony for FISH food bank warehouse, AWC DEI cabinet meeting and Utility Advisory Committee meeting
- Councilmember Elliott mentioned the Fire Department is hosting a Veteran's Day luncheon on Saturday, and he recently attended Wildland Fire Leadership Council training
- Councilmember Beauchamp participated in the downtown trick or treat event, attended Pumpkin Flotilla event at Irene Rinehart, Postcard Mural ribbon cutting. She gave a reminder of the Documentary screening of "Unseen" on the 14th and the League of Women Voters panel regarding Affordable Housing

-
- Mayor Lillquist attended the Utility Advisory Committee, LEOFF 1 Disability Board, Coffee with Council, Reed Park Master Plan open house, Nichol森 Pavilion ribbon cutting, groundbreaking ceremony for FISH food bank warehouse, Oddfellows open house, APOYO Fiesta Latina event, Sustainability sub-committee meeting, AWC regional meeting in Cle Elum, Mayor's lunch in Kittitas, Habitat for Humanity Make a Difference Day event, Checkerboard Partnership meeting, meeting regarding the Flood mitigation study at the west interchange, and recently spoke with Marla at Josie's Misfit Ranch regarding the abandoned animal crisis

13. Executive Session

14. Adjournment

Meeting adjourned @ 9:42 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Minutes of City Council, Joint Study Session

Date of Meeting

November 6, 2023

Time of Meeting

6:00 PM

Place of Meeting

**Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

Joint Study Session with Affordable Housing Commission (No Public Comment)

Councilmembers present: Sarah Beauchamp, Rich Elliott, Nancy Goodloe, Nancy Lillquist, David Miller, Monica Miller

Councilmember Winn absent

Affordable Housing Commission members present: Sarah Bedsaul, Dan Witkowski, Kim Funston, Courtney Garzone and John Perrie

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Community Development Director Carlson, Planning Manager Johnston, Arts & Economic Development Manager Vandenberg and approximately five members of the public

- A First and Pine Surplus City Property for Affordable Housing Discussion
Jeremy Johnston, Planning Manager, reviewed information in a presentation.

The Council and Affordable Housing Commission discussed ideas and suggestions for terms and preferences for affordable housing proposals.

- B Catherine Park Affordable Housing Project Update
The City Manager provided an update on the Catherine Park project and the study regarding potential wetlands.

14. Adjournment

Meeting adjourned at 6:56 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Minutes of Affordable Housing Commission, Regular Meeting

Date of Meeting

October 4, 2023

Time of Meeting

4:30 PM

Place of Meeting

**Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order and Roll Call of Members

Chair Bedsaul called the meeting to order at 4:38 p.m.

Present: Sarah Bedsaul, John Perrie, Courtney Garzone, Dan Witkowski, Kim Funston (arrived at 5:00 p.m.)

Absent: Sarah Beauchamp, Jordan Ruhle

Others Present: Jeremy Johnston; Community Development Planning Manager; Kathy Boots, Planning Technician; Dan Carlson; Community Development Director

2. Approval of Agenda

Garzone motioned to approve the agenda as presented. Motion passed 3-0.

3. Approval of Minutes

Garzone motioned to approve the September 6, 2023 minutes. Motion passed 4-0

4. New Business

Residential Housing Types Review

Johnston reviewed the current Ellensburg City Code Cottage Style housing design standards. He discussed possible code changes to this section regarding changing required parking locations, eliminating 10' of required additional landscaping, reducing covered entry dimensions to be consistent with Single Family Dwellings, eliminating required architectural elements (increased cost), eliminating "are subject to energy efficiency guidelines and standards" (increased cost) to energy efficiency through the building code, and reducing open space size. The Commission suggested garages may face streets and open space be private or shared and not both. Townhome housing design standards were reviewed. Eliminating the required planted area in front of each pedestrian entry of 20 square feet and planting strips would reduce cost and simplify the code. Possibly allowing garages facing the street was discussed. Duplex design standards could eliminate the articulated roof forms to reduce cost. Bedsaul motioned to approve proposed City code changes as outlined in the agenda packet. Motion passed 5-0.

A new Housing and Grants Administrator job description was created, posted, and

applicants were interviewed. Bedsaul expressed concern over the Commission not being part of that process.

5. Unfinished Business

None

6. Citizen Comment

None

7. Staff Update/Discussion Items

On November 6, 2023, there will be a Joint Study Session with the City Council. The study session will be to develop goals and in regards to the Housing Action Plan and how proposals can be screened objectively to evaluate each proposal. Bedsaul explained to staff that there was a screening tool that had been created and used. New Commissioners can be educated on the general process. Bedsaul would like to understand what priorities City Council wants to see in regards a proposed project.

8. Commission Representative Update

None

9. Adjournment

The meeting was adjourned at 5:26 p.m.



Centerfuse

Ellensburg Business Development Authority
BOARD OF DIRECTORS MEETING MINUTES
Regular meeting held synchronously in-person and virtually
Wednesday, September 13, 2023
4:00-5:30 PM

Members in Attendance: Garrett Poshusta, Chair; Andreas Bohman, Vice Chair; Grant Clark, Treasurer; Del Bankston, Secretary John Perrie, Board Member; Bob Rapp, Board Member; Jennifer Lubanski, Board Member; and Jared Vallejo, Board Member.

Others present: Rich Elliott, Ellensburg City Council liaison; Kelle Vandenberg, city of Ellensburg; Matt Carston, Economic Development Assistant, and Margaret Reich, Executive Director

Absent: James Jankowski, Board Member

1. Meeting Called To Order

The Chair called the meeting to order at 4:00 PM

2. Approval of Agenda

Motion to approve the amended agenda for the September 2023 regular board meeting by John Perrie, second by Del Bankston. Motion approved by unanimous vote.

3. Approval of Minutes

Motion to approve the August 16, 2023 regular meeting minutes by Grant Clark, second by John Perrie. Motion approved by unanimous vote.

Motion to approve the August 22, 2023 special meeting minutes by Grant Clark, second by Bob Rapp. Motion approved by unanimous vote.

4. Public Comment

None

5. Board Business

a. Organizational Effectiveness

Grant Clark, Treasurer presented the financial reports. Motion to approve the August, 2023 voucher in the amount of \$46,843.74 by Grant Clark, second by Del Bankston. Motion approved by unanimous vote.

Executive Director Reich updated the board on monthly metrics, status of the Feasibility Study, and hiring of a new Executive Director. The board reviewed and discussed a template for an Interlocal Agreement.



Motion to approve the Interlocal Agreement Template as presented by Del Bankston, second by John Perrie. Motion approved by unanimous vote.

Executive Director Reich presented Resolution 2023-5 authorizing the Executive Director to sign the agreement to accept Kittitas County for 2024 Distressed County Grant in the amount of \$72,000, with a 10% cash match.

Motion to approve Resolution 2023-5 as presented by Del Bankston, second by Bob Rapp. Motion approved by unanimous vote.

b. Build Local Capacity

Board member Lubanski updated the board on the Ellensburg's Arts & Culture Alliance including a social event on September 21st, and Executive Director Reich anticipates receiving the Artist Performance and Production Space study later this month. Also, the decision by Washington Commerce on the electric vehicle charging grant CenterFuse authored for the city of Kittitas is still pending.

City Council liaison Rich Elliott complimented CenterFuse for connecting CWU Catering with the fire response team.

c. Marketing

Executive Director Reich shared Manastash Media's monthly digital marketing analytics report and Assistant Carstens the key industry recommendations report.

d. Business Recruiting & Expansion

The Executive Director provided a progress report on the grant funded projects including the CERB I-90 West Interchange Private Development study, and the CERB Value-Added Wood Products study. The Washington Commerce Innovation Cluster Accelerator Program Launch strategy session is scheduled for September and a second cohort meeting in October.

6. **For the good of the order**

Announcements: Kittitas County Airport management staff have been let go. Public Works is handling airport management. Kittitas PUD has completed their lighting audit, and Assistant Carstens reported lighting improvements would cost \$22,000 and potentially save tenant electric bills \$12,000/year. Office rent is increasing starting November 2023. Two tenant leases at the Business Park at Bowers Field are up for renewal at the end of the year, and tenants have been notified. The board term for members Bohman, Bankston and Rapp ends the end of this year. Vice Chair Bohman indicated he will not reapply and would end his term prior to year's end if a candidate was found to fill his position. The city is hosting the countywide economic development plan kickoff on September 28th.

7. **Adjournment** – time 5:03 Motion to adjourn by Del Bankston.

Drafted: 9/18/2023

Approved: *Del Bankston*
Submitted by: Margaret Reich



Centerfuse

Ellensburg Business Development Authority BOARD OF DIRECTORS MEETING MINUTES

Regular meeting held synchronously in-person and virtually

Wednesday, October 11, 2023

4:00-5:30 PM

Members in Attendance: Garrett Poshusta, Chair; Andreas Bohman, Vice Chair; Grant Clark, Treasurer; Del Bankston, Secretary; John Perrie, Board Member; Bob Rapp, Board Member; Jennifer Lubanski, Board Member; James Jankowski, Board Member; and Jared Vallejo, Board Member.

Others present: Rich Elliott, Ellensburg City Council liaison; Kelle Vandenberg, city of Ellensburg; Matt Carston, Economic Development Assistant, and Margaret Reich, Executive Director

1. Meeting Called To Order

The Chair called the meeting to order at 4:02 PM

2. Approval of Agenda

Motion to approve the amended agenda for the October 2023 regular board meeting by John Perrie, second by Grant Clark. Motion approved by unanimous vote.

3. Approval of Minutes

Motion to approve the September 13, 2023 regular meeting minutes by Grant Clark, second by Del Bankston. Motion approved by unanimous vote.

4. Public Comment

None

5. Executive Session

At 4:05 Chair Poshusta recessed the board into Executive Session for 30 minutes to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee as allowed by RCW 42.30.110 (1) (g). At 4:35 the Board reconvened from Executive Session and no action was taken. Chair Poshusta announced the Board would recess into Executive Session for 5 minutes to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee as allowed by RCW 42.30.110 (1) (g). At 4:40 the Board reconvened from Executive Session and no action was taken. Chair Poshusta announced the Board would recess into Executive Session for 7 minutes to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee as allowed by RCW 42.30.110 (1) (g). At 4:47 the Board reconvened from Executive Session. Action was anticipated.



Motion to authorize staff to carry out personnel updates and for the board chair to sign employment and professional services agreements when finalized. Moved by Jennifer Lubanski, second by Del Bankston. Motion approved by unanimous vote.

6. Board Business

a. Organizational Effectiveness

Special presentation by Resource Development Group on the results of the feasibility study performed to assess readiness to pursue increased engagement and investment from private sector.

Grant Clark, Treasurer presented the financial reports. Motion to approve the September, 2023 voucher in the amount of \$37,759.27 by John Perrie, second by James Jankowski. Motion approved by unanimous vote.

Executive Director Reich updated the board on monthly metrics.

b. Build Local Capacity

Board member Lubanski updated the board on the Ellensburg's Arts & Culture Alliance including the city's LOI to apply for a Creative District designation, and Executive Director Reich anticipates receiving the Artist Performance and Production Space study later this month. Also, the decision by Washington Commerce on the electric vehicle charging grant CenterFuse authored for the city of Kittitas is still pending.

Motion to provide a support letter to the city when an application is made to Washington State for the Creative District by Jared Vallejo, second by Grant Clark. Motion approved by unanimous vote.

c. Marketing

Executive Director Reich shared Manastash Media's monthly digital marketing analytics report and Assistant Carstens the key industry recommendations report.

d. Business Recruiting & Expansion

The Executive Director provided a progress report on the grant funded projects including the CERB I-90 West Interchange Private Development study, and the CERB Value-Added Wood Products study. The Washington Commerce Innovation Cluster Accelerator Program Launch ecosystem team met in September for a strategy session.

7. For the good of the order

Announcements: none

8. Adjournment – time 5:39 Motion to adjourn by Del Bankston.

Drafted: 10/16/2023

Approved: *Del Bankston*
Submitted by: Margaret Reich



CITY OF ELLENSBURG

Minutes of Environmental Commission, Regular Meeting

Date of Meeting

July 19, 2023

Time of Meeting

5:15 PM

Place of Meeting

**Council Conference Room
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order

2. Approval of Agenda

3. Approval of Minutes

3.A Regular Meeting Minutes

Commissioner Sledge motioned to approve the minutes from May 17, 2023.
Motion passed 5-0.

4. Citizen Comment

None

5. New Business

None

6. Bicycle Advisory

None

7. Staff Update/Discussion Items

7.A Sustainability and Energy Plan Update

Stanavich gave a slide presentation updating members on a greenhouse gas baseline and how it will contribute to recommendations. He reviewed new regulations. A Steering Committee was created and has met twice. The community survey is currently open to the public to complete and the results will be added to the report.

8. Adjournment

No new meeting has been set, so the August meeting may be not be scheduled.
Commissioner Linhart will be absent in August if the meeting is held.



CITY OF ELLENSBURG

Minutes of Environmental Commission, Regular Meeting

Date of Meeting

September 20, 2023

Time of Meeting

5:15 PM

Place of Meeting

**Council Conference Room
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order

Members Present: Jean Marie Linhart, Andrea Sledge, Raven Harlin

Members Absent: Jess Black, Kristine Steinkoenig, Christina Wollman, Aaron Peterson

Also present: Dan Carlson-Community Development Director; Laura Wilson-Community Development Planner; Kathy Boots-Community Development Planning Technician; Adam Winn-City Council liaison; Rebecca Wassell-Mid-Columbia Fisheries

Vice Chair Sledge announced that the November 2023 meeting on this Commission will be her last due to relocation.

At 5:30 p.m. there was not a quorum, so the meeting was cancelled.

2. Approval of Agenda

3. Approval of Minutes

3.A Environmental Commission Minutes 7/19/2023

4. New Business

4.A 2024 Water Quality Grant Application Review

5. Unfinished Business

6. Citizen Comment

7. Bicycle Advisory

8. Staff Update/Discussion Items

8.A Climate Change and Resiliency Update

8.B DEI Commission Presentation

9. Adjournment



CITY OF ELLENSBURG

Minutes of Landmarks & Design Commission, Regular Meeting

Date of Meeting

August 15, 2023

Time of Meeting

5:45 PM

Place of Meeting

**Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order and Roll Call of Members

Commissioner Redmon called the meeting to order at 5:45 p.m.

Roll Call Present: Fred Redmon, Cathy Poshusta (arrived at 5:48 p.m.), Andy Polak, Marty Blackson, Dorothy Stanley, Jeff Watson, Council Liaison Monica Miller

Absent: Zane Kanyer (excused)

2. Approval of Agenda

Commissioner Stanley motioned to approve the agenda. Motion passed 6-0

3. Approval of Minutes

Commissioner Stanley motioned to approve the minutes from the July 18, 2023 meeting. Motion passed 6-0.

3.A Approval of Minutes 7.18.23

4. New Business

4.A First Railroad Addition Survey Review

The First Railroad Addition survey was reviewed. Members have had an issue using Wizaard. Commissioner Stanley was frustrated with the survey because the library, CWU, and the museum had information on many buildings that wasn't included in the report. Stanley noted that photos of buildings could have been added in places. Staff Henderson and Stanley will be a subcommittee that will research structures of concern and come back to the Commission with a recommendation. After the Commission approves the results, Henderson will provide the information to DAPT. An intern would be helpful. Commissioner Watson suggested a community member or granting money to create a new online map with history, photos, and information from Wizarrrd. Redmon motioned to establish a revision to the First Railroad Addition Survey to include corrections and additions to the survey. Motion passed 6-0. Discussion over expanding the National boundary to 11th street was discussed. A percentage of

property owners would need to buy in. An updated brochure was recommended.

4.B Brick Mortar Resource

Staff discussed why using Portland mortar as cement on historic brick is problematic. The mortar seals in moisture and there is no way for the brick to breathe.

5. Unfinished Business

Henderson stated the Demo Ordinance is currently with the City Attorney for review and then it will be brought to the Commission.

6. Citizen Comment

None

7. Staff Update/Discussion Items

The next meeting is scheduled for Wednesday September 6th

Commissioner Blackson will be absent from the meeting in September

8. Commission Representative Update

Monica Miller provided an update

9. Adjournment

Adjourned at 6:58 p.m.



CITY OF ELLENSBURG

Minutes of Landmarks & Design Commission, Regular Meeting

Date of Meeting

September 6, 2023

Time of Meeting

5:45 PM

Place of Meeting

**Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order and Roll Call of Members

Commissioner Redmon called the meeting to order at 5:45 pm.

Present: Fred Redmon, Dorothy Stanley (arrived at 5:48 pm), Zane Kanyer, Jeff Watson, Andy Polak, Monica Miller

Also Present: Stacey Henderson-Senior Planner, Kathy Boots-Planning Technician, Steve Reid-Applicant, James Jones-Applicant, Terry Weiner-City Attorney

Excused absence: Marty Blackson, Cathy Poshusta

2. Approval of Agenda

Commissioner Kanyer motioned to approve the agenda. Motion passed 5-0

3. Approval of Minutes

3.A Review of August 15, 2023 meeting minutes.

Commissioner Watson motioned approval of the August 15, 2023 LDC minutes.

4. New Business

4.A Public Hearing for Consideration of a Certificate of Appropriateness (COA) for the new signage at 417 N Pearl St, Parcel ID #316933.

Commissioner Redmon reviewed appearance of fairness. Henderson read staff report and recommended approval. Findings of Fact reviewed. Public comment opened. Mr. Jones apologized for changing the sign without a COA being completed. He was not aware of the requirement. Public comment closed. Commissioner Watson moved to grant the COA request for the previously installed sign panels on the front facade of 417 N. Pearl St, with no conditions. The project does not need a building permit. Henderson will check in with the Building Official to look at existing hardware for safety. Commissioner Watson motioned to grant the COA request for the previously installed sign panels on the front facade of 417 N. Pearl St, with no conditions. Motion Approved 5-0.

4.B Review of grant extension request for 2023 Historic Preservation Grant

Review of grant extension request for 109 E 3rd. Since this grant was approved in 2022, they have not used the one extension allowed. The extension is needed due to several changes in tenants. Staff recommend approval.

Commissioner Watson recommended approval of this 1-year extension and it should be forwarded to the City Council for consideration.

5. Unfinished Business

5.A Demolition Code Review and Discussion

Staff member Henderson reviewed changes to the demo code ordinance ECC15.280 that the Commissioners recommended. Staff explained the ordinance adoption process and comment periods. Changes will apply to structures within the Landmark District. The existing code was compared to the proposed new ordinance. Definitions and exemptions were explained. The demo will now come in as a building permit with specific required submittal criteria and a planner will review the materials in addition to the Building Department once adopted. The demo permit will be approved or denied based on code. Any appeals will go to a hearing examiner. The permit will have an expiration. The Commission discussed creating a historical inventory of structures and what that may entail. Property Maintenance Code and paint were discussed.

5.B GIS Map Project Follow Up

Henderson reported the information she gathered from City GIS staff regarding a historical map. The map could be on the City website but the public would not be able to add information. If the map is on the Be Heard Eburg site, the public could contribute. A revision to the Landmarks and Design page was discussed. Options to offset the cost were discussed.

6. Citizen Comment

None

7. Staff Update/Discussion Items

The next meeting is September 19, 2023.

Revitalize training is in October. In October, the grant applications will be reviewed.

8. Commission Representative Update

Commissioner Stanley informed the group of a 1952 Ellensburg Story and a 1923 Ellensburg Rodeo videos.

8.A EDA Representative Update

EDA will be fixing the holiday snowflakes and lighting.

9. Adjournment

Meeting was adjourned at 7:27 pm



CITY OF ELLENSBURG

Minutes of Landmarks & Design Commission, Regular Meeting

Date of Meeting

September 19, 2023

Time of Meeting

5:45 PM

Place of Meeting

**Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order and Roll Call of Members

Chair Redmon called the meeting to order at 5:46 pm.

Roll Call Present: Fred Redmon, Cathy Poshusta, Andy Polak, Marty Blackson, Dorothy Stanley, Jeff Watson, Zane Kanyer

Others present in person: Stacey Henderson-Senior Planner-Historic Preservation, Dan Carlson-Community Development Director, Kathy Boots-Planning Technician

2. Approval of Agenda

Commissioner Stanley motioned to approve the agenda. Motion passed 7-0.

3. Approval of Minutes

Minutes will be tabled until next meeting.

4. Unfinished Business

4.A Demo ordinance presentation update

The City Council approved the proposed Demo Ordinance. The demo permit expiration date needs to be added. In October, the Ordinance will be sent to Washington State Department of Commerce and the SEPA review will take place. The ordinance is scheduled to go before the Planning Commission on November 9, 2023. The ordinance will go before the City Council in December. The public can comment during the SEPA, Planning Commission, or City Council steps. The Commissioners expressed concern over the definition of deficient and dilapidated being too vague. What is the threshold? Concern was expressed over the danger to adjoining buildings with an unsafe structure between them. There was concern over an owner buying property that has extra regulations without being aware of it. Watson stated a title report doesn't tell an owner the structure is historical. Paint was mentioned. Watson would like to have the option to remand in addition to approve or deny.

4.B Landmarks and Design Commission City website discussion.

Henderson asked for feedback on what items would be helpful to add to the

redesign of the Landmarks and Design page on the City website. Certificate of Appropriateness application, links to EDA, Museum, and DAPT, and a Q & A section. The sections could be helpful information on how to... and historical photos. Once the map is finalized, a link will be added. Advantages to joining a historic district with before and after photos of grant money used to restore a structure. How to care for brick or find historic building colors. Grant options and grant winners from previous years.

Commissioner Watson showed how he had overlayed an 1888 Sanborn map over an Ariel map and how to add attributes.

5. Citizen Comment

None

6. Staff Update/Discussion Items

6.A Upcoming Meetings

On October 3rd, 2023 meeting there may be a couple Certificate of Appropriateness to review.

October 4-6 is the Revitalize training.

At the October 17th, 2023 meeting the new preservation grant applications will be reviewed.

In November and December the Commission will create a work plan for next year.

7. Commission Representative Update

7.A EDA Representative Update

No new information to update

8. Adjournment

Meeting was adjourned at 6:40 pm.



CITY OF ELLENSBURG

Minutes of Landmarks & Design Commission, Regular Meeting

Date of Meeting

October 3, 2023

Time of Meeting

5:45 PM

Place of Meeting

**Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order and Roll Call of Members

Chair Blackson called the meeting to order at 5:45 p.m.

Roll call present: Fred Redmon, Andy Polak, Marty Blackson, Dorothy Stanley

Other present: Stacey Henderson-Senior Planner- Historic Preservation, Kathy Boots- Planning Technician, Monica Miller-Council Liason

Absent: Jeff Watson, Zane Kanyer, Cathy Poshusta

2. Approval of Agenda

Stanley motioned to approve the agenda as presented. Motion passed 4-0.

3. Approval of Minutes

3.A Review of September 6, 2023 regular meeting minutes.

Stanley motioned to approve September 6, 2023 minutes as presented. Motion passed 4-0.

3.B Review of September 19, 2023 regular meeting minutes

Redmon motioned to approve September 19, 2023 minutes as presented. Motion passed 4-0.

4. New Business

4.A Public Hearing for Consideration of a Certificate of Appropriateness (COA) for the proposed window repair and painting at 307 N. Pine St.

Appearance of fairness reviewed. Staff report read with findings of fact. Exhibit B was introduced. Staff recommend approval with no conditions. Applicant Russ Humprey clarified broken window locations and reglazing. Public comment opened. No public comment. Public comment closed. Redmon motioned to approve the Certificate of Appropriateness request for the proposed window repair and painting as proposed at 307 N Pine Street with no conditions. No deliberation. Motion passed 4-0.

4.B Public Hearing for consideration of a Certificate of Appropriateness (COA) for the proposed awning replacment at 400 N. Pearl St., Parcel ID #397033.

Appearance of fairness reviewed. Staff report read with findings of fact. Staff recommends approval with no conditions. Applicant Mike Kelly presented the project showing the fabric, fabric fire rating data, and indicated only the awning material would be replaced. Public comment opened. No public comment. Public comment closed. Polak motioned to approve the Certificate of Appropriateness request for the proposed awning fabric replacement at 400 N Pearl Street, as proposed, with no conditions. No discussion. Motion passed 4-0.

5. Citizen Comment

No citizen comment

6. Staff Update/Discussion Items

On October 17, 2023, Historic Preservation Grant applications will be reviewed. Watson and Polak have recused themselves from reviewing the applications.

7. Commission Representative Update

Monica Miller updated the Commission on the flag and banner ordinance that the City Council will be developing. A draft committee will be developed.

The First Railroad survey, historic house inventory, and website were discussed. The historical house inventory subcommittee will be meeting in November.

Several members of the EDA will be going to the Revitalize training

8. Adjournment

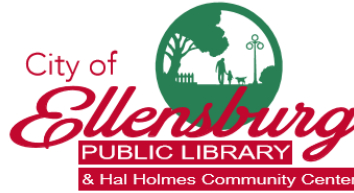
Meeting adjourned at 6:21 p.m.

CITY OF ELLENSBURG

Date of Meeting:

Time of Meeting:

Place of Meeting:



LIBRARY BOARD

September 12, 2023

4:30 p.m.

City Council Chamber

Marty Blackson, Chair, term expires December 31, 2027

Loretta Gray, Secretary, term expires December 31, 2027

Mary Holmgren, term expires December 31, 2026

Andreina Delgado, term expires December 31, 2023

Melina Meador, term expires December 31, 2024

Andrea Sledge, term expires December 31, 2026

Mary James, term expires December 31, 2027

I. CALL TO ORDER

Gray called the meeting to order at 4:30 p.m.

II. ATTENDANCE

PRESENT: Andreina Delgado, Loretta Gray, Mary Holmgren, Mary James, Melina Meador, Andrea Sledge

COUNCIL LIASON: Sarah Beauchamp

ABSENT: Marty Blackson

VISITORS: None

STAFF: Josephine Camarillo

III. APPROVAL OF AGENDA

Motion made by Holmgren to approve the agenda, motion seconded, **motion approved**. Motion passed 6-0.

IV. APPROVAL OF MINUTES

Motion made by James to approve the July 2023 minutes, motion seconded, **motion approved**. Motion passed 6-0.

V. CORRESPONDENCE AND CITIZEN COMMENTS/SUGGESTIONS

Patrons at the fair commented that they loved the library.

VI. REPORTS

A. Director's Report for August and September: (1) Sarita Dasgupta is the new Library Assistant/Circulation, and J'aime Wells is the new Library Assistant/Substitute. (2) Adult Services has been busy with events (including the Adult Summer Reading Program), hiring, training, outreach, and computers. (3) Technical Services continues to both add and delete items from the collection. Regina has been correcting records on Enterprise. (4) Youth Services had a

successful Summer Reading Program, Lego Day, and Art Day. (5) Hal Holmes held 59 events in July and 57 events in August (a mix of private, non-profit, and sponsored). (8) Overall, circulation is up since June and up since 2022 YTD. The total number of cardholders is 16,543. (9) Staff from the Library attended Bulldog Day at Morgan Middle School.

B. Budget Report: The budget as of August 31, 2023, is on track.

C. Friends of the Library Report: There is a book sale on Saturday, September 16.

II. UNFINISHED BUSINESS

A. None

III. NEW BUSINESS

A. The Library discussed whether the Board could hold a Library Anniversary Event. In 2024, it could be held on January 20, the date the first library opened in 1910.

IX. UPCOMING PROGRAMS/EVENTS

For September, the following have been scheduled: (1) Library Book Club meeting, (2) Spanish/English Convo Club, (3) Children's storytime, (4) Friends of the Library meeting and book sale, and (5) Merit: Let's Talk Addiction.

X. UNSCHEDULED BUSINESS

A. The Library discussed a proposed ballot initiative in Dayton, Washington, that would end the library district for Columbia County.

XI. NEXT MEETING

October 10, 2023

II. ADJOURNMENT

With no further discussion, meeting adjourned by Gray at 5:11 p.m.

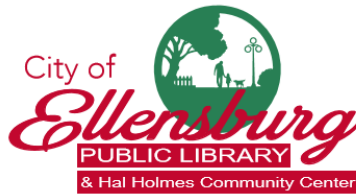
Respectfully submitted,
Loretta Gray, Secretary

CITY OF ELLENSBURG

Date of Meeting:

Time of Meeting:

Place of Meeting:



LIBRARY BOARD

October 10, 2023

4:30 p.m.

City Council Chamber

Marty Blackson, Chair, term expires December 31, 2027

Loretta Gray, Secretary, term expires December 31, 2027

Mary Holmgren, term expires December 31, 2026

Andreina Delgado, term expires December 31, 2023

Melina Meador, term expires December 31, 2024

Andrea Sledge, term expires December 31, 2026

Mary James, term expires December 31, 2027

I. CALL TO ORDER

Gray called the meeting to order at 4:30 p.m.

II. ATTENDANCE

PRESENT: Andreina Delgado, Loretta Gray, Mary Holmgren, Mary James, Melina Meador, Andrea Sledge

COUNCIL LIASON: Sarah Beauchamp

ABSENT: Marty Blackson

VISITOR: None

STAFF: Josephine Camarillo

III. APPROVAL OF AGENDA

Motion made by Holmgren to approve the agenda, motion seconded, **motion approved**.

Motion passed 6-0.

IV. APPROVAL OF MINUTES

Motion made by Delgado to approve the September 2023 minutes (date corrected), motion seconded, **motion approved**. Motion passed 6-0.

V. CORRESPONDENCE AND CITIZEN COMMENTS/SUGGESTIONS

VI. REPORTS

A. Director's Report for October: (1) Educate Station is a new online database for kids to use at home or at school. (2) KCRLB will present a budget request to the County at the end of the month. (3) Staff in Adult Services continue training, liaising with schools, and taking advantage of professional development opportunities. (4) Technical services staff continues cleaning out and updating the collection. (5) Youth Services is busy with both morning and afternoon programs; the JNF collection has also been updated. (6) Hal Holmes continues to provide space for a variety of community events. (7) Circulation is up since a year ago.

B. Budget Report: The budget as of September 30, 2023 is on track.

C. Friends of the Library Report: (1) The big fall book sale is Saturday, October 21. (2) FOL

is planning to create book-club sets.

VII. UNFINISHED BUSINESS

A. Ideas for an anniversary event were generated to celebrate 113 years of having a public library: (1) video with interviews of past and present patrons, (2) cake in the shape of a book, a stack of books, or the library, (3) invitations to past staff and board members, (4) early and late programs at Hal Holmes for all ages. A timeline was discussed. Additional ideas will be sent to the director.

VIII. NEW BUSINESS

A. A process for addressing book challenges was discussed.

IX. UPCOMING PROGRAMS/EVENTS

For October the following have been scheduled: (1) Solar Eclipse Program, (2) Noon Lunch Concert, (3) Library Book Club, (4) Puzzle Competition, (5) FOL Book Sale, (6) Audubon: Pygmy Odyssey, (7) Children's Halloween Storytime

X. UNSCHEDULED BUSINESS

A. Andrea Sledge is retiring from the Library Board. Her last meeting will be next month.

XI. NEXT MEETING

November 14, 2023

XII. ADJOURNMENT

With no further discussion, meeting adjourned by Gray at 5:13.

Respectfully submitted,
Loretta Gray, Secretary



CITY OF ELLENSBURG

Minutes of Planning Commission, Regular Meeting

Date of Meeting

September 28, 2023

Time of Meeting

5:45 PM

Place of Meeting

**Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order and Roll Call of Members

Chair Padjen called the meeting to order at 5:47 p.m.

Roll call present: Delano Palmer, Ed Harrel, Sathy Rajendran, Fred Padjen

Others present: Jeremy Johnston-Community Development Planning Manager, Dan Carlson-Community Development Director, Kathy Boots-Planning Technician, three members of the public

Absent: Geraldine O'Mahone (excused), George Bottcher, Sigrid Davison

2. Approval of Agenda

Commissioner Palmer moved to Approve the Agenda as presented. **Motion Approved 4-0**

3. Approval of Minutes

Rajendran motioned to approve the August 10, 2023 PC minutes. The motion was amended to reflect Rajendran was not present at the August 10, 2023 meeting. The amended motion passed 4-0. Minutes amended. Motion to approve PC minutes from August 10, 2023 passed 4-0.

Rajendran motioned to approve the September 14, 2023 PC minutes. Motion passed 4-0.

4. New Business

2023 Land Development Code Amendments Public Hearing

Appearance of fairness reviewed. On August 29, 2023, the Department of Commerce was notified. Each individual proposal will be discussed, commented on, and voted on individually.

Item 23-01- This item was submitted by Steve Willard who proposes an amendment to Title 15.420.060 – Access, services, and utilities.

Staff report read. The current Ellensburg City Code and proposed code amendment were reviewed. Johnston explained that he spoke with Public Works and the Fire Marshal who expressed concerns about the proposed amendment. Staff recommend denial of the

proposed amendment based on Public Works and Fire Marshal concerns. Public comment opened. Steve Willard spoke about his proposal. Johnston stated that with more time to collaborate with Planning, Public Works, Fire Marshal, and Mr. Willard it may result in a resolution. Public comment closed. Rajendran motioned to remand the proposal back to staff for more discussion between the departments and Mr. Willard. Motion to remand amendment back to staff passed 4-0.

Item 23-02 – This item was submitted by Steve Willard proposing an amendment to Title 15.260.120(e) – Short subdivision plat – Review procedures and criteria. Staff report read. The current City Code expiring preliminary short plats in one year is inconsistent with the State RCW which has a five-year expiration schedule. The five-year expiration schedule is consistent with RCW 58.17.140(3)(a). Staff recommend approval. Public comment opened. Mr. Willard expressed concern that the consultant should have known that the one-year expiration is inconsistent with state law and he agrees that the code should be consistent with state law. Public comment closed. Rajendran motioned to approve Item 23-02 as presented. Motion passed 4-0.

Item 23-03 – This item was submitted by Susan Savage proposing an amendment to the permitted use table in Title 15.310.040 – Special Uses. Staff report read. The proposal would add "indoor recreation" to the Residential Office (R-O) zone and require a Conditional Use Permit where impacts would be mitigated. Staff recommend approval. Public comment opened. Susan Savage spoke about her proposal and a specific project she would like to do. Johnston reminded the Commissioners that this was a General Code change and not related to a specific project. The Conditional Use Permit will continue to be brought before the Planning Commission. Public comment closed. Harrell motioned to approve Item 23-03 as presented. Motion passed 4-0.

Item 23-04 – This amendment was submitted by Stephanie Ritter proposing an amendment to Title 4.14A.070(c)(3) and (4)- Sidewalk café permit. Staff report read. The current Ellensburg City Code was reviewed. The proposed amendment is consistent with the intent of Title 4.14A and allows flexibility for businesses that abut a wider sidewalk and maintain safety and sidewalk access standards. Sidewalk cafe permits are reviewed. Public comment opened. No public comment. Public comment closed. Palmer motioned to approve Item 23-04 as proposed. Motion passed 4-0.

Item 23-05 – This item was submitted by Community Development staff proposing seven code cleanup amendments to various sections within Title 15 to eliminate conflicts and ensure development regulations are consistent and clear. Staff report read. The seven proposed updates include revisions to sections; 15.310.040, 15.220.040 and 15.220.050, 4.14A.020, 15.540.020(D), ECC 15.220.110 and 15.250.035, 15.550.040(K)(1), 15.220.030 and 15.210.040(B). Revisions of sections were discussed in detail. Staff recommend approval. Public comment opened. No public comment. Public comment closed. Rajendran motioned to approve Item 23-05 as proposed. Motion passed 4-0.

Item 23-06 -This item is being proposed by Community Development staff to address a deficiency in Title 3.12.260 that restricts all off-premises signs. This amendment would create an exception to this prohibition for directional, warning, regulatory, or public

information signs or structures required or authorized by law or government authority. Staff report read. A need for this amendment was recognized when the City began contemplating the placement of an informational sign to address the requirement to call 811 before digging. Due to this restriction, the City was unable to place the sign in high traffic areas, where the information could be disseminated effectively. Sign permits would still be reviewed as applicable and this exemption does not include election signs. Staff recommend approval. Public comment opened. No public comment. Public comment closed. Harrell motioned to approve Item 23-06 as proposed. The Commission deliberated. Padjen opposes this amendment. Harrell motioned to approve Item 23-06 as proposed. Motion passed 3-1 (Padjen opposed).

Item 23-07 - Community Development Staff seeks an amendment to the Comprehensive Plan annual docket amendment timelines established in ECC 15.250.090. Staff report read. Many unsuccessful attempts to meet this schedule in past years demonstrate a need for revisions. Staff proposed this amendment to allow for a more realistic review window for docket amendment proposals. Additionally, this amendment would remove the unnecessary rigid timelines for several steps in the process, while maintaining a requirement to complete the process within the year of each docket cycle. The proposal would change the submittal deadline for proposed amendments from June 30th of each year to March 31st of each year and eliminate the January 1st date that initiates the current amendment submittal cycle. As a result, staff, public officials, and the public would have a full 12-month window to submit docket items (March 31 – March 31) instead of the current restriction of 6 months (January 1 – June 30th). By initiating the process earlier in the year and allowing for a larger submittal window, proposed docket items can undergo a more thorough review and consideration window from staff and the public. Staff recommend approval. Public comment opened. No public comment. Public comment closed. Rajendran motioned to approve item 23-07 as proposed. Motion passed 4-0.

Item 23-08 – This item was submitted by Community Development staff to address the use of recreational vehicles for habitation purposes. Staff report read. This amendment would clarify in ECC 15.340.040(N) that recreational vehicles can only be used as a primary residence within a manufactured home park. This amendment would also introduce sub-item "M" to address location restrictions on trailers and manufactured home locations. Use of recreational vehicles for habitation purposes creates the potential for various health and safety issues. The purpose of this item is to address a gap in our regulations regarding the utilization of recreational vehicles for non-recreational habitation purposes. This issue has been brought to the attention of staff from the police department and code enforcement. Staff recommend approval. Public comment opened. No public comment. Public comment closed. The Commissioners deliberated. Commissioners would like the word "only" removed from the proposed amendment to ECC 15.340.040(N). Rajendran motioned to amend Item 23-08 to strike the word "only" from ECC 15.340.040(N). Motion passed 4-0. Rajendran motioned to approve amended Item 23-08 with the word "only" stricken from the proposal. Motion passed 4-0.

Item 23-09 – This amendment is being proposed to create a departure option for pre-existing roadways developed under previous standards to allow continuity in streetscape designs for new roadways intended to connect to these pre-existing roadways. Staff report read. On April 4, 2022, City Council conducted a study session to review this

item. The item was intended to address local access roadway connections for existing plats and allow for a departure option to assure continuity with existing connection points. The Community Development Staff presented this proposal which would create a departure option for the continuation of an existing roadway into future phases of development. Approval of this item would require an applicant to meet any applicable departure standards as outlined in ECC 15.210.060. Additionally, the connection allowances under this code section would provide a prohibition on road widths that would be inconsistent with the current Fire Code. This would apply in any zone. This would not apply to new developments that are creating roadways. This would only apply to older development to remain consistent. Public comment opened. No public comment. Public comment closed. Delano motioned to approve Item 23-09 as proposed. Motion passed 4-0.

5. Unfinished Business

None

6. Citizen Comment

None

7. Staff Update/Discussion Items

Johnston stated the October 12, 2023 meeting had been canceled due to staff going to training. Land Development code changes are being proposed and will be sent to the Department of Commerce. Staff will send out an email asking if the Commission would like to meet on October 26th, 2023 for a study session. A Housing and Grant Administrator job description was created, posted, and is now closed. Interviews have taken place. The next Planning Commission meeting is scheduled for November 9, 2023.

8. Commission Representative Update

The Historic district demolition ordinance was presented to the City Council.

9. Adjournment

Adjourned at 7:26 p.m.

Central Washington University

University Way Banner Request Form

Please fill out form and return to Schedule@cwu.edu. The Scheduling Center will submit your form to the City.

Name of Event/Program: Ware Fair

Contact Person: Cait Dalton

Phone Number: 509-963-1337

Banner Hang Dates (Monday-Sunday): Nov. 21 - Dec. 4, 2023

☒ CWU Scheduling Center has reserved the banner dates.

Phone: 509-963-1321, Email: schedule@cwu.edu

☒ Banner should be double-sided and 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. No grommets.**

- We recommend that wind flaps be cut into the banner to prevent wind damage



* Example of a correctly made banner.

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

		
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Important Notes:

Banners affiliated with University business have priority. Therefore, banners from non-University groups requesting dates that conflict with a University banner may be rescheduled

If your banner does not meet manufacturing specifications, we will be unable to process your request and the banner will not be hung

The CWU Scheduling Center will not be held responsible for any weather-related damage that occurs to your banner

For more information please contact CWU Student Union Operations & Scheduling Center at 509-963-1321 or 509-963-1641.

City of Ellensburg approved by: _____ Date: _____

Disapproval/Reasons: _____



Meeting Date: November 20, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Addendum to Jail Agreement with City of Sunnyside
Submitted by: Dan Hansberry, Captain
Department: Police

Suggested Motion/Action:

Move to authorize the Mayor to sign the addendum to the Interlocal Agreement for Inmate Housing with the City of Sunnyside.

Background/Summary:

Attached is a proposed addendum to the Interlocal Agreement with the City of Sunnyside that would continue to provide a secondary option for jail services for the City of Ellensburg. The City of Ellensburg also plans to continue a Jail Services Agreement with Kittitas County. Currently, the City of Ellensburg contracts with Kittitas County and the City of Sunnyside for jail services. The Kittitas County bed day rate is \$76.99 through 2024. The current City of Sunnyside Jail services agreement, effective October 26, 2018, allowed for a continuation of the agreement into 2022 with a bed rate of \$55.00. An addendum was signed with the City of Sunnyside on March 20, 2023 for a bed day rate increase to \$60.00 through December 31, 2023. The City of Sunnyside Jail is presenting a new jail services agreement addendum for 2024 increasing the bed day rate to \$63.00. This is the only item in the addendum to the current agreement which is renewed automatically. Under normal conditions, EPD staff conduct a thorough weekly review of all inmates housed at the Kittitas County Corrections Center to ensure any inmates that qualify for immediate transfer to the Sunnyside Jail are in fact transferred.

Previous Council Action:

The City Council originally approved this interlocal agreement, which was executed on October 26, 2018.

Analysis:

This proposed agreement maintains the opportunity for immediate savings for jail services to the City of Ellensburg. The City of Sunnyside will provide the City of Ellensburg with an itemized bill listing of all inmates who are housed, the number of days housed, and a dollar amount due for each inmate on a month-to-month basis.

Financial Impact:

This addendum reflects a jail services bed day increase for 2024 of roughly 5%. This increase was anticipated and is reflected in the Department's Jail Services budget for 2024.

Budget Adjustment: No

Attachments:

1. 2024 Sunnyside Jail Interlocal Agreement-Addendum 6
2. Sunnyside Jail Contract. 2018



City of Sunnyside
818 East Edison Avenue
Sunnyside, Washington 98944
(509) 836-6305 Office

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND THE CITY OF ELLENSBURG, WASHINGTON, FOR THE HOUSING OF INMATES**

ADDENDUM *U*

THIS ADDENDUM TO OUR INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the City of Sunnyside, Washington and the City of Ellensburg, Washington;

WHEREAS, the City of Sunnyside and the City of Ellensburg already have an Agreement for the housing of inmates;

WHEREAS, the City of Sunnyside desires to modify this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties hereto mutually agree as follows:

SECTION 6(a) COMPENSATION shall be repealed and replaced with:

(a) Rates. Sunnyside agrees to accept and house City of Ellensburg inmates for compensation per inmate at the rate of \$63.00 per day. The date of booking into the Sunnyside Jail of any City of Ellensburg inmate shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24 hour period. The date of release from the Sunnyside Jail and/or returned to City of Ellensburg, regardless of the time frame within a 24 hour day shall not constitute a charge by the City of Sunnyside against City of Ellensburg.

This Agreement shall be effective from January 1, 2024 or once fully endorsed by both parties, whichever is latter.

The remainder of the original Agreement remains unchanged.

CITY OF SUNNYSIDE

City of Ellensburg

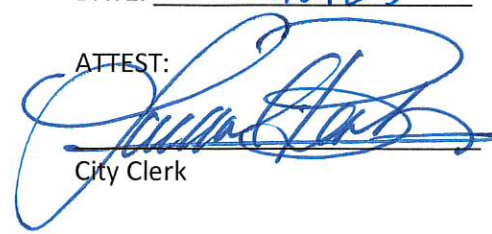


City Manager

DATE: 10/12/23

DATE: _____

ATTEST:



City Clerk

City Clerk

CITY CONTRACT NO: _____

RESOLUTION NO: _____

COUNCIL MTG: _____

WHEN RECORDED RETURN TO:

City of Sunnyside, Washington
818 East Ellison
Sunnyside, WA 98944

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND CITY OF ELLENSBURG, WASHINGTON, FOR THE HOUSING OF INMATES**

THIS INTERLOCAL AGREEMENT is made and entered into on this 26 day of Oct 2018 by and between CITY OF ELLENSBURG, Washington, hereinafter referred to as "CITY OF ELLENSBURG", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Sunnyside and CITY OF ELLENSBURG are authorized by law to have charge and custody of the Sunnyside City Jail and the CITY OF ELLENSBURG prisoners or inmates, respectively; and

WHEREAS, CITY OF ELLENSBURG wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. GOVERNING LAW. The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. DURATION. This Agreement shall enter into full force and effect from Oct 26, 2018 and end December 31, 2019, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require CITY OF ELLENSBURG to house inmates in Sunnyside continuously.

3. TERMINATION.

(a) By either party. This Agreement may be terminated by written notice from either party to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) working days after receipt of such notice. Within said ninety (90) days, CITY OF ELLENSBURG agrees to remove its inmate(s) from Sunnyside.

(b) By CITY OF ELLENSBURG due to lack of funding. The obligation of CITY OF ELLENSBURG to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by CITY OF ELLENSBURG. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then CITY OF ELLENSBURG shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to CITY OF ELLENSBURG.

(c) Termination for Breach. In the event CITY OF ELLENSBURG breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within seven (7) days of Sunnyside giving CITY OF ELLENSBURG written notice thereof, or, if not reasonably capable of being cured within such seven (7) days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate CITY OF ELLENSBURG's rights under this Agreement in addition to and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, CITY OF ELLENSBURG shall compensate Sunnyside for prisoners housed by Sunnyside after

notice of such termination until CITY OF ELLENSBURG retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES. All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To Sunnyside: City of Sunnyside
 818 E. Edison Avenue
 Sunnyside, WA 98944

Primary Contact Person: Scott Bailey, Support Services Commander
Secondary Contact: Andrew Gutierrez, Corrections Sergeant

To CITY OF ELLENSBURG: 100 N Pearl Street
 Ellensburg WA, 98926

Primary Contact Person: Dan Hansberry, Operations Captain
Secondary Contact: Jim Weed, Administrative Captain

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

5. DEFINITIONS. The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. A twenty-four-hour-long unit of time commencing at 00:00:00 a.m., and ending 23:59:59 p.m.

(b) Inmate Classifications shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

(i) "Minimum" classification shall apply to those inmates who present a low risk to staff and the community.

(ii) "Medium" classification shall apply to those inmates who present a moderate risk to staff and the community.

(iii) "Maximum" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION.

(a) Rates. Sunnyside agrees to accept and house CITY OF ELLENSBURG inmates for compensation per inmate at the rate of \$60.00 per day for inmates staying less than 7 days unless all transportation needs are met by the primary agency within the 7-day period in which the rate shall be assessed at \$45.00 per day. A rate of \$45.00 per day shall be assessed per inmate for inmates staying longer than 7 days. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of CITY OF ELLENSBURG inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from Sunnyside Corrections and/or returned to CITY OF ELLENSBURG, regardless of the time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside against CITY OF ELLENSBURG.

(b) Billing and Payment. Sunnyside agrees to provide CITY OF ELLENSBURG with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10th of each month. CITY OF ELLENSBURG agrees to make payment to the City of Sunnyside within 30 days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation for inmates staying 7 days or more is included in the cost and is provided by Sunnyside Corrections. Inmates staying less than 7 days must be transported to Sunnyside Corrections by CITY OF ELLENSBURG.

7. RIGHT OF INSPECTION. CITY OF ELLENSBURG shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of CITY OF ELLENSBURG are confined in order to determine if such jail maintains standards of confinement acceptable to CITY OF ELLENSBURG and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS. Sunnyside shall establish and maintain an account for each inmate received from CITY OF ELLENSBURG and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside

shall be accountable to CITY OF ELLENSBURG for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either CITY OF ELLENSBURG or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of CITY OF ELLENSBURG; at such time CITY OF ELLENSBURG shall be accountable to the inmate for said funds.

10. INMATE PROPERTY. CITY OF ELLENSBURG may transfer to Sunnyside only agreed amounts of personal property of CITY OF ELLENSBURG inmates recovered from or surrendered by inmates to CITY OF ELLENSBURG upon booking.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of Sunnyside to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the City of Sunnyside, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to CITY OF ELLENSBURG inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES.

(a) Inmates deemed CITY OF ELLENSBURG inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, CITY OF ELLENSBURG shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to CITY OF ELLENSBURG inmates. CITY OF ELLENSBURG shall be responsible for any and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefor.

(b) An adequate record of all such services shall be kept by Sunnyside for CITY OF ELLENSBURG's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services of major consequence shall be reported to CITY OF ELLENSBURG as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, CITY OF ELLENSBURG agrees to compensate Sunnyside dollar for dollar any amount expended, or cost incurred in providing the same; provided that, except in emergencies, CITY OF ELLENSBURG will be notified by contacting the duty supervisor at CITY OF ELLENSBURG prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(d) Sunnyside will make all reasonable efforts to ensure that medical care providers providing services to CITY OF ELLENSBURG inmates adhere to payment requirements of RCW 70.48.130 when such services are not billed directly to CITY OF ELLENSBURG by the medical care provider. Sunnyside may elect to have the medical care provider(s) bill the CITY OF ELLENSBURG directly. The CITY OF ELLENSBURG will have the responsibility for notifying medical care providers of these payment requirements when billed directly by medical care providers.

13. DISCIPLINE. Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of CITY OF ELLENSBURG. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS.

(a) CITY OF ELLENSBURG shall forward to Sunnyside before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, CITY OF ELLENSBURG shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL. An inmate of CITY OF ELLENSBURG legally confined in Sunnyside shall not be removed there from by any person without written authorization from CITY OF ELLENSBURG or by order of any court having jurisdiction. CITY OF ELLENSBURG hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside to remove CITY OF ELLENSBURG inmates from the Sunnyside Jail. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the

inmates or personnel of Sunnyside. In the event of any such emergency removal, Sunnyside shall inform CITY OF ELLENSBURG of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES. In the event any CITY OF ELLENSBURG inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to CITY OF ELLENSBURG. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE.

(a) In the event of the death of a CITY OF ELLENSBURG inmate, the Yakima County Coroner shall be notified. CITY OF ELLENSBURG shall receive copies of any records made at or in connection with such notification.

(b) Sunnyside shall immediately notify CITY OF ELLENSBURG of the death of a CITY OF ELLENSBURG inmate, furnish information as requested and follow the instructions of CITY OF ELLENSBURG with regard to the disposition of the body. CITY OF ELLENSBURG hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of CITY OF ELLENSBURG. Written notice shall be provided within three weekdays of receipt by CITY OF ELLENSBURG of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by CITY OF ELLENSBURG. With CITY OF ELLENSBURG's consent, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by CITY OF ELLENSBURG. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) CITY OF ELLENSBURG shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKING OF INMATES. Upon request from Sunnyside, CITY OF ELLENSBURG shall, at its expense, retake any CITY OF ELLENSBURG inmate within thirty-six (36) hours after receipt of such request. In the event the confinement of any CITY OF ELLENSBURG inmate is terminated for any reason, CITY OF ELLENSBURG shall, at its expense, retake such inmate at the Sunnyside Facility.

19. HOLD HARMLESS AND INDEMNIFICATION.

(a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION. Sunnyside agrees to hold harmless, indemnify and defend the CITY OF ELLENSBURG, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Sunnyside, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of CITY OF ELLENSBURG, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both CITY OF ELLENSBURG and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

19.2 CITY OF ELLENSBURG – HOLD HARMLESS AND INDEMNIFICATION. CITY OF ELLENSBURG agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of CITY OF ELLENSBURG, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) CITY OF ELLENSBURG's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, its agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both CITY OF ELLENSBURG and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

20. RIGHT OF REFUSAL AND TRANSPORTATION.

(a) Sunnyside shall have the right to refuse to accept any inmate from CITY OF ELLENSBURG when, in the opinion of Sunnyside, its inmate census is at capacity such that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from CITY OF ELLENSBURG who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum-security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) CITY OF ELLENSBURG prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to CITY OF ELLENSBURG by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside three (3) days prior to time of expected transport.

21. INDEPENDENT CONTRACTOR. In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of CITY OF ELLENSBURG for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of CITY OF ELLENSBURG under any applicable law, rule or regulation.

22. GENERAL PROVISIONS.

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Sunnyside, Yakima County, Washington. Each party shall bear its own attorney fees and costs.

(c) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(d) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

(e) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION. This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

24. ACCESS TO RECORDS CLAUSE. The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of three years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. INTERLOCAL COOPERATIVE ACT PROVISIONS Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement. The City Manager of the City of Sunnyside, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on the City's and the Port's website as provided by RCW 39.34.

26. ENTIRE AGREEMENT. This Agreement represents the entire integrated Agreement between CITY OF ELLENSBURG and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF SUNNYSIDE

By: _____

Don Day, City Manager

ATTEST: _____

Deborah Estrada, City Clerk

JACQUELINE REUTHER

APPROVED AS TO FORM: _____

Kerr Law Group, PLLC,
Attorneys for the City of Sunnyside

CITY OF ELLENSBURG

By: _____

ATTEST: _____

APPROVED AS TO FORM: _____

CITY CONTRACT NO: A-2018-106
RESOLUTION NO: 2014-55
COUNCIL MTG: X

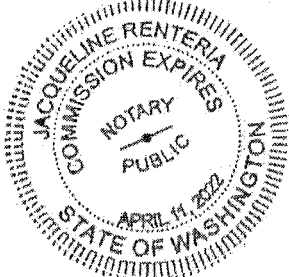
STATE OF WASHINGTON)

: ss.

County of Yakima)

On this day personally appeared before me Don Day, City Manager of the City of Sunnyside, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15th day of November, 2018.



[Signature]
NOTARY PUBLIC in and for the State of Washington

Residing at: Oranien, WA

My Commission Expires: April 11, 2022

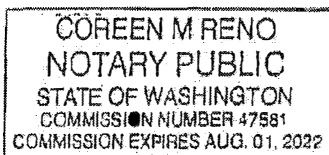
STATE OF WASHINGTON)

: ss.

County of Kittitas)

On this day personally appeared before me Bruce Tabb Mayor of the City of Ellensburg, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of August, 2018.



[Signature]
NOTARY PUBLIC in and for the State of Washington

Residing at: Ellensburg

My Commission Expires: 8-1-22



Meeting Date: November 20, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Iron Horse Brewery Discharge Agreement Renewal
Submitted by: Mike Helgeson, Assistant Public Works Director
Department: Public Works & Utilities

Suggested Motion/Action:

Move to authorize the Public Works and Utilities Director to sign the Brewery Discharge Agreement with Iron Horse Brewery.

Background/Summary:

Iron Horse Brewery (IHB) discharges their production wastewater to the City's sanitary sewer system. The IHB is a significant contributor to the City's system and discharges by agreement with the City of Ellensburg as well as the Washington State Department of Ecology. IHB is discharging wastewater to the City under an agreement that terminates November 30, 2023.

Previous Council Action:

Council authorized the Public Works and Utilities Director to sign the previous agreement with IHB in December 2018.

Analysis:

The existing agreement with IHB began December 1, 2018. Staff has been working with IHB to develop a new agreement for an additional five years. The new agreement is identical to the previous agreement with the exception that the City is allowing a deduction of the amount of water consumed and shipped out (as reported to The Department of the Treasury) from the sewer billing. Council is being requested to authorize the Public Works and Utilities Director to sign the proposed agreement with Iron Horse Brewery.

Financial Impact:

There are no direct costs to the City from the agreement. Wastewater discharge fees will be billed as outlined by City Code and this agreement. The reduction of sewer discharge fees under the new agreement is unknown at this time.

Budget Adjustment: No

Attachments:

1. IHB Discharge Agreement 2023-2028

**INDUSTRIAL WASTEWATER DISCHARGE AGREEMENT BETWEEN
CITY OF ELLENSBURG AND IRON HORSE BREWERY I, INC.**

This Industrial Wastewater Discharge Agreement (“Agreement”) is made this 7th day of November, 2023, by and between the City of Ellensburg, a Washington municipal corporation (“City”) and Iron Horse Brewery I, Inc. (“Iron Horse Brewery”), a Washington for profit corporation, for the purpose of setting forth the rights and responsibilities of the parties with the respect to the discharge of industrial wastewater from the Iron Horse Brewery facility in Ellensburg.

WHEREAS, the City owns and operates a sanitary sewer collection and treatment facilities for the collection, treatment and disposal of residential, commercial and industrial wastewater (“Facilities”); and

WHEREAS, Iron Horse Brewery operates a beer brewing facility (“Brewery”) located at 1621 Vantage Highway, Ellensburg, WA 98926, and is a wastewater generator that produces and discharges wastewater to the City’s Facilities with industrial strengths;

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement shall be effective from December 1, 2023 through November 30, 2028 unless terminated according to Section 7 of this Agreement. Iron Horse Brewery and the City of Ellensburg will commence renegotiation of this Agreement by no later than ninety (90) days prior to its expiration.

2. Authorization to Discharge Industrial Wastewater. In accordance with the provisions of city of Ellensburg City Code (“ECC”) section 9.25.370, Iron Horse Brewery is authorized to discharge industrial wastewater from the brewing activities at its Brewery and through the discharge point identified herein in this Agreement. Compliance with this agreement does not relieve Iron Horse Brewery of its obligation to comply with any applicable pretreatment regulations, standards, or requirements under local, state, and federal laws, including any such regulations, standards, or laws, that may become effective during the terms of this agreement.

3. Capacity Limits for Discharge of Brewery Wastewater.

A. Iron Horse Brewery will be allowed to discharge brewery wastewater subject to the following limits:

Maximum Daily Discharge Limitations

Total BOD = 25,000 mg/l
TSS = 8,000 mg/l
Flow = 13,000 gallons/day
pH = ≥ 5.5 and ≤ 9.0

Average Monthly Discharge Limitations

Total BOD = 19,000 mg/l
TSS = 5,000 mg/l
Flow = 8,000 gallons/day
pH = ≥ 5.5 and ≤ 9.0

B. Process discharge will enter into the City of Ellensburg’s collection system only through manhole number 68-172.

C. If at any time Iron Horse Brewery exceeds the discharge limits, it must apply with the City for additional capacity at the City's WWTP if it is available, and is responsible for all costs involved. These charges would be in addition to any strong waste surcharge applied to wastewater with a BOD and/or TSS concentration greater than 200 and 250 mg/L respectively. If additional capacity is not available to be allocated, Iron Horse Brewery must modify its process to accommodate the discharge capacity limits as outlined by this Agreement to Discharge.

Iron Horse Brewery is strongly advised to limit their yeast discharge as this has a detrimental effect on the treatment plant bacteria.

4. Sampling, Testing and Metering.

A. Sampling and testing will be performed by Iron Horse Brewery every two weeks and consist of Total BOD mg/L, TSS mg/L, and pH. Flow and pH measurement will be taken daily. Sampling and testing schedules pertain to when Iron Horse Brewery is discharging to the City sewer.

B. All sample analysis for BOD and TSS will be performed by a Department of Ecology accredited Laboratory. Iron Horse Brewery personnel will perform the analysis for pH, and make any necessary adjustments to pH levels prior to discharge into the City sewer system. .

C. Iron Horse Brewery shall provide City staff the ability to enter the brewery to sample wastewater at the point of discharge. Composite samples will be taken by the City to randomly perform BOD, TSS, and pH analysis in the Ellensburg wastewater laboratory. Random testing will be done at the City's expense. The City may split samples or set a City sampler to compare sampling results. Discharges in excess of the above limitations will be reported to Iron Horse Brewery and the Department of Ecology.

D. Iron Horse Brewery will allow the City of Ellensburg representative to enter and inspect Iron Horse Brewery premises where a regulated facility or activity is located or conducted. The City representative will be allowed to access and copy, at reasonable times, any records that must be kept as a condition of this agreement.

E. All monitoring records will be maintained for a minimum of three (3) years.

5. Industrial Wastewater Rates and Charges.

A. The utility rate schedule will be set per ECC 9.91.300(J) as S-80, Large Customer/Contractual.

B. A reduction of the gallons of water use that is referenced in sewer rate utility schedule S-80 "Large Customer/Contractual" will be made using data from the column labeled "Removed for Consumption or Sale from the Brewers Report of Operations submitted on a monthly basis by Iron Horse Brewery to the United States Department of the Treasury. Iron Horse Brewery will submit a copy of this report to the City of Ellensburg monthly to receive the deduction to the

sewer charges. The City of Ellensburg will be allowed to inspect any records pertaining to this report at any time.

C. The reduction of sewer charges due to metered water usage for sewer rate calculation resulting from the monthly Brewers Report of Operations provided to the City by Iron Horse Brewery shall be credited back to Iron Horse Brewery on the following month's invoice. By way of example, if Iron Horse Brewery submits its monthly report for August to the City in September, the credit will appear on the City's October utility bill to Iron Horse Brewery.

D. Strength fees will be determined from tests performed by Iron Horse Brewery and the City of Ellensburg.

6. Violations.

A. All discharges authorized will be consistent with the terms and conditions of this agreement. The discharge of the listed pollutants at a level in excess of that authorized will constitute a violation if additional capacity is not applied for by Iron Horse Brewery upon notification by the City, and authorized by the City.

B. Non-compliance with any term or condition of this agreement shall constitute a violation of ECC 9.25.370. All terms and definitions are the same as those found in Chapter 9.25 of the Ellensburg City Code. This agreement incorporates by reference all of the applicable provisions of the Ellensburg City Code, including but not limited to Section 9.25.370.

C. The City may seek any or all of the remedies in law or equity, and any penalties provided in the Ellensburg City Code, including recovery costs incurred by the City required as a result to responding to a violation of this agreement by Iron Horse Brewery.

7. Termination. Iron Horse Brewery may terminate this Contract by providing the City with written notice that they no longer intend to continue operation. In that event, this Agreement shall be terminated effective on the date indicated on the notice of discontinuance of operation and shall have no further force or effect. However, Iron Horse Brewery shall remain responsible for payment of any utility charges, penalties or other fees incurred prior to the cessation of its operations.

8. Notices. If notice is required to be provided pursuant to this Agreement, it shall be delivered via hand delivery, US Mail or email to the following addresses:

To City of Ellensburg:
Ryan Lyyski, Public Works & Utilities Director
501 N. Anderson Street
Ellensburg, WA 98926
(509) 962-7238
llyskir@ellensburgwa.gov

To: Iron Horse Brewery
Greg Parker, General Manager
1621 Vantage Highway
Ellensburg, WA 98926
(509) 852-7222
greg@ironhorsebrewery.com

9. Entire Agreement. This Contract constitutes the entire agreement of the parties with respect to the subject matter herein. Any amendment to this agreement must be in writing and approved by mutual agreement of the parties.

By:

CITY OF ELLENSBURG

APPROVED AS TO FORM:

RYAN LYYSKI, PUBLIC WORKS AND
UTILITIES DIRECTOR

TERRY WEINER, CITY ATTORNEY

COMPANY

greg parker
GREG PARKER
TITLE: GENERAL MANAGER



Meeting Date: November 20, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Amendment to Extend Verizon Antenna Lease for Water Tower
Submitted by: Terry Weiner, City Attorney/Assistant City Manager
Department: City Attorney

Suggested Motion/Action:

Move to approve authorizing the City Manager to sign the First Amendment to Non-Exclusive Communications Site Lease with Verizon Wireless.

Background/Summary:

Since the 1990's, the City has leased space atop the Craig's Hill Water Reservoir ("water tower") to various wireless carriers and other governmental entities to locate their antennas. Celco Partnership dba Verizon Wireless entered into a 20-year lease in 2004 for antenna space on the water tower, which will expire on April 30, 2024.

Previous Council Action:

None since the 2004 lease was approved.

Analysis:

The Craig's Hill water tower is owned by the City's Water Utility, which has leased space around the top of the tower to various communication companies, including Verizon Wireless for many years. The lease provides that the base rent increases by 3% per year. Verizon currently pays \$25,536.50 per year plus leasehold taxes.

The City and Verizon have negotiated an amendment to the lease which would extend the lease for four additional five-year periods that would automatically renew each period, i.e., a total of 20 more years, unless a party terminates the lease. The lease rental would continue to increase by 3% per year for the term of the lease. The lease also updates some of the exhibits depicting where Verizon's equipment is located. All other terms of the lease remain unchanged.

Financial Impact:

Revenue from the lease will be allocated between the General Fund, which owns the land, and the Water Utility Fund, which owns the tower.

Budget Adjustment: No

Attachments:

1. First Amendment to Water Tower Lease with Verizon Wireless

2. Verizon-2004 Lease

FIRST AMENDMENT TO
NON-EXCLUSIVE COMMUNICATIONS SITE LEASE

This FIRST AMENDMENT TO NON-EXCLUSIVE COMMUNICATIONS SITE LEASE ("Amendment") is made this _____ day of November, 2023, by and between the City of Ellensburg ("Lessor") and Cellco Partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee").

RECITALS

A. This Amendment pertains to that certain Non-Exclusive Communications Site Lease dated March 19, 2004 ("Lease") for the lease of certain Premises located at 1301 Craig Avenue, Ellensburg, County of Kittitas, State of Washington 98926, on property ("Property") legally described in the Lease and as set forth on Exhibit "A" attached hereto and made a part hereof.

B. The current extension term of the Lease shall expire on April 30, 2024.

C. The parties desire to amend the Lease to describe permitted changes to Lessee's communications equipment within the Premises and to extend the term of the Lease, as set forth below.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herewith as if fully set forth herein.
2. Exhibits "B" and "C." Lessee's communications equipment within the Premises are generally described and depicted in Exhibits "B" and "C" to this Amendment. Exhibits "B" and "C" to the Agreement are hereby supplemented with Exhibits "B" and "C" attached hereto and incorporated herein.
3. Extension Terms. Section 2 of the Lease is hereby amended to provide that following the expiration of the current extension term on April 30, 2024, the Lease shall be automatically extended for four (4) additional five (5) year periods (each an "Additional Extension Term"), unless Lessee terminates it at the end of the then-current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to expiration of the then-current Extension Term or any Additional Extension Term. In addition, Lessor shall have the right to terminate the Lease at the end of any Additional Extension Term by giving Lessee written notice of the intent to terminate at least twenty-four (24) months prior to the expiration of the then-current Additional Extension Term.
4. Rent. During any Additional Extension Term, rent shall continue to increase on the annual anniversary of the Commencement Date to an amount equal to 103% of the rent payable for the immediately preceding year.
5. Full Force and Effect. Except as expressly amended herein, the Lease is unmodified and remains in full force and effect. In the event of a conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall be controlling. In addition, except as otherwise stated in this

Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

LESSOR: City of Ellensburg

By: _____

Name: _____

Title: _____

Date: _____

City Clerk

Approved as to form: _____

City Attorney: _____

Date: _____

LESSEE: Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 202____, before me, a Notary Public in and for the State of _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the _____ of the City of Ellensburg, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of _____,
residing at _____
My appointment expires _____
Print Name _____

LESSEE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On _____, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of Cellco Partnership d/b/a Verizon Wireless, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of WA,
residing at _____
My appointment expires _____
Print Name _____

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

That portion of Block "A", B.F. REED'S SUBDIVISION OF BLOCKS H AND E, SECOND RAILROAD ADDITION TO THE CITY OF ELLENSBURG, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 3 of Plats, page 28, records of said County, which is described as follows:

A tract of land bounded by a line beginning at a point on the North boundary line of said block, 96 feet West of the South Quarter corner of Section 36, Township 18 North, Range 18 E., W.M., and running thence West along the North boundary line of said block, 54 feet; thence South 137 feet; thence Northeasterly 144 feet, more or less to the point of beginning;

EXCEPT that portion thereof lying West of the East boundary line of Craig Avenue;

AND EXCEPT a triangular parcel of land bounded and described as follows:

Beginning at the South quarter corner of Section 36, Township 18, Range 18 E.W.M., Kittitas County, State of Washington, thence Westerly 150 feet along the North boundary line of Block H, 2nd Railroad Addition; thence South 65 feet to the true point of beginning; thence continuing South 72 feet; thence Northeasterly 77.4 feet to a point 28.4 feet from the true point of beginning; thence Westerly to the true point of beginning.

PARCEL 2:

That part of Block "H" and "K", 2ND RAILROAD ADDITION TO THE CITY OF ELLENSBURG, as per plat thereof recorded in Book 1 of Plats, page 63, records of Kittitas County, Washington, Bounded as follows:

Commencing at the Northeast corner of said Block "H"; thence South 88°33' West along the North line thereof 150.00 feet to the point of beginning; thence South 1°27' East 165.00 feet; thence South 88°33' West 132.00 feet; thence North 1°27' West 165.00 feet; thence North 88°33' East 132.00 feet to the point of beginning.

PARCEL 3:

That part of Block "H", 2ND RAILROAD ADDITION TO THE CITY OF ELLENSBURG, as per plat thereof recorded in Book 1 of Plats, page 63, records of Kittitas County, Washington, Bounded as follows:

Commencing at the Northeast corner of said Block "H"; thence South 88°33' West along the North line thereof 150.00 feet; thence South 1°27' East 65.00 feet to the point of beginning; thence South 1°27' East 72.00 feet; thence North 20°04'30" East 77.40 feet to a point which is North 88°33' East 28.40 feet from the point of beginning; thence South 88°33' West 28.40 feet to the point of beginning.

PARCEL 4:

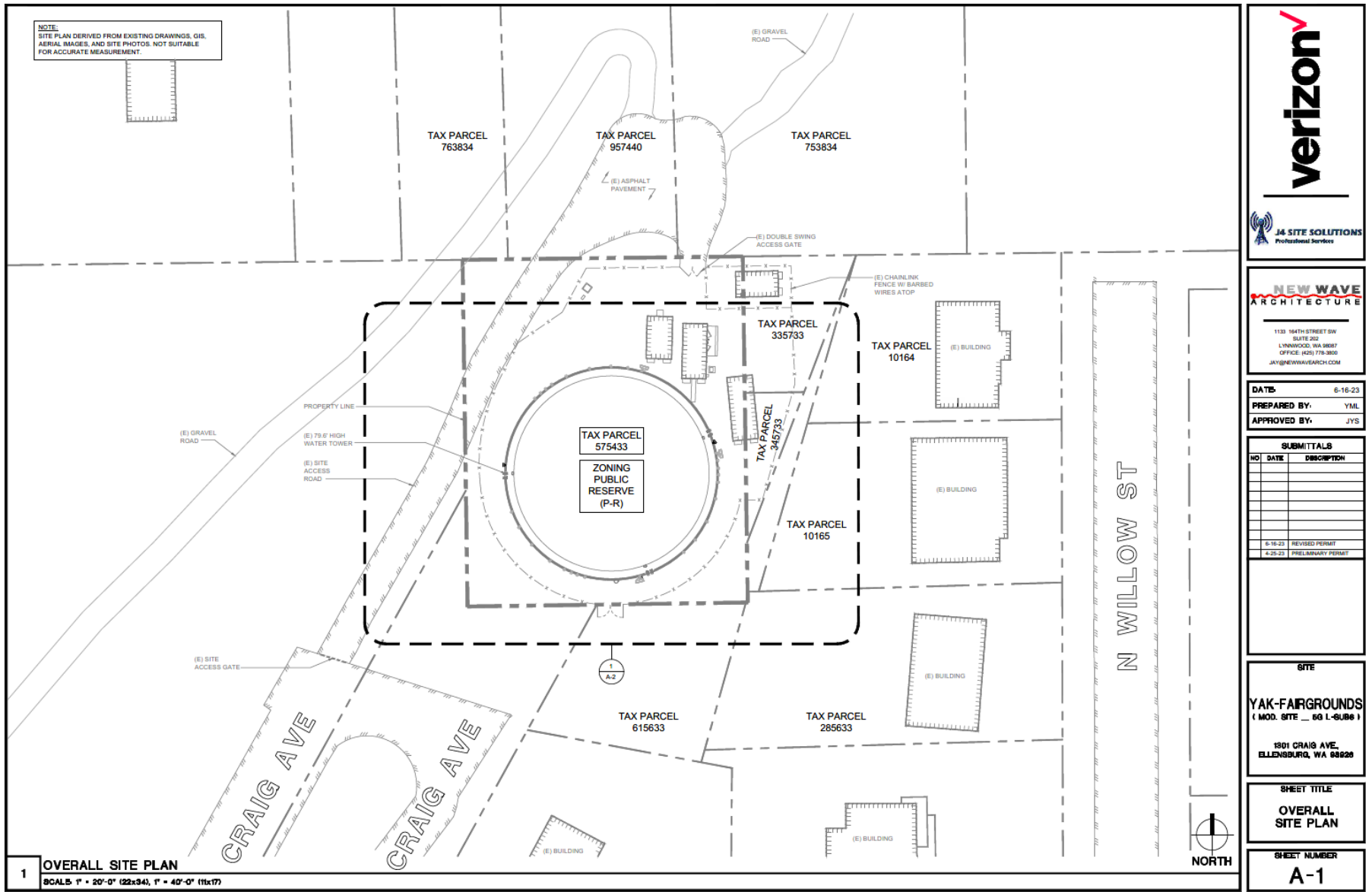
That part of Block "H", 2ND RAILROAD ADDITION TO THE CITY OF ELLENSBURG, as per plat thereof recorded in Book 1 of Plats, page 63, records of Kittitas County, Washington, Bounded as follows:

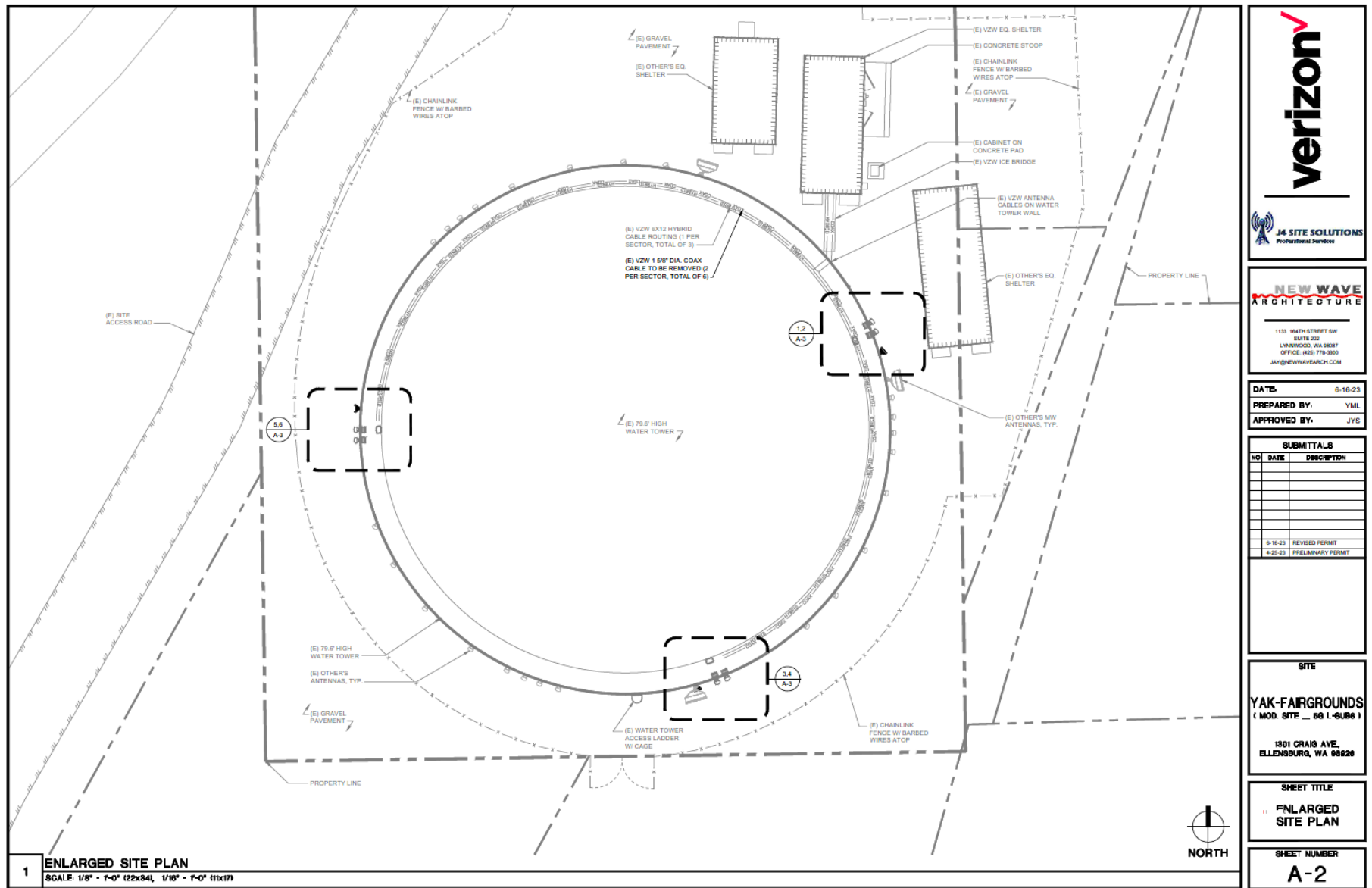
Commencing at the Northeast corner of said Block "H" thence South 88°33' West along the North line thereof 150.00 feet; thence South 1°27' East 165.00 feet to the point of beginning; thence South 16°53' West 78.50 feet; thence North 79°47' West 81.65 feet to the Easterly right of way line of Craig Avenue as shown on the plat of B.F. REED SUBDIVISION BLOCK "H" & "E" 2ND RAILROAD ADDITION TO THE CITY OF ELLENSBURG, as per plat thereof recorded in Book 3 of Plats, page 28, records of Kittitas County, Washington; thence North 28°24' East along said Easterly right of way line 66.88 feet to a line bearing South 88°33' West from the point of beginning; thence North 38°33' East 71.37 feet to the point of beginning.

EXHIBIT “B”
CITY OF ELLENSBURG
SITE DRAWING OF WATER TOWER PROPERTY

EXHIBIT “C”
PREMISES AND ANTENNA FACILITIES

(See Attached)





ORIGINAL

NON-EXCLUSIVE COMMUNICATIONS SITE LEASE

This Lease is entered into and is effective on the 19th day of March, 2004, between the City of Ellensburg, a municipal corporation, ("Lessor") and Cellco Partnership d/b/a Verizon Wireless ("Lessee").

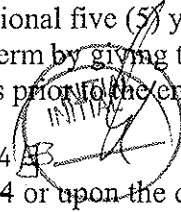
1. **Premises.** Lessor owns certain "Property" in the City of Ellensburg as more particularly described in Exhibit A—Legal Description and Exhibit B—Site Plan upon which it has constructed a water tank ("Tower"). Lessor hereby leases certain space on the Property to Lessee for constructing, maintaining and operating a communications facility ("Communications Facility") as referenced in Exhibit C attached hereto, for the installation of Lessee's equipment and building together with sufficient space for the installation and maintenance of wires, cables, conduits and pipes running from the space on the Tower to Lessee's equipment building, together with the non-exclusive right over and through the Property for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, to and from the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "B" and attached hereto and made a part hereof, which tower space, demised premises, and access areas are collectively referred to hereinafter as the "Premises".

Lessor hereby grants permission to Lessee to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "C" attached hereto. Lessee reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower, and provided further the replacement does not increase the width of Lessee's site design as described on Exhibit C.

Lessor also hereby grants to Lessee the right to survey the Property and Premises, and said survey shall then become Exhibit "B-1" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B". Cost for such work shall be borne by the Lessee.

This lease is non-exclusive and nothing in this Lease shall prohibit Lessor from entering into a lease or other business relationship with Lessee's competitors, except as otherwise expressly set forth in this Lease.

2. **Term.** This Lease shall be effective upon execution by both parties and as of the date of approval and ratification by the City Council, provided however, the initial term shall be for five (5) years and shall commence on the Commencement date (as herein after defined). This Lease shall automatically be extended for three (3) additional five (5) year terms unless the Lessee terminates it at the end of the then current term by giving the Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

May 1, 2004 

The Lease shall commence upon the earlier of March 1, 2004 or upon the date of the start of construction as specified by prior written notice from Lessee for the Communications Facility (the "Commencement Date"). Prior to approval and ratification by the City

Council, Lessee shall submit to the City a one-time fee of Ten Thousand Dollars (\$10,000.00). In the event the City fails to approve and/or ratify the Lease, any sums submitted to the City shall be refunded to Lessee, and this Lease shall be of no further force of effect.

3. **Rent.** Lessee shall pay Lessor Base Rent for the first year on the Commencement Date, and for each year thereafter on the Anniversary of the Commencement Date. Base Rent for the first year shall be due at an annual rental of Fifteen Thousand Dollars (\$15,000.00) (the "Base Rent"). The annual rental for the second (2nd) year of the initial term and for each year thereafter including any and all extension terms shall be equal to 103% of the annual rental payable with respect to the immediately preceding year.

If Lessor and Lessee mutually desire to extend the lease beyond the end of the 20th year, then rent for the Premises shall continue in force upon the same covenants, terms and conditions for annual terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Rental for each additional annual terms shall be equal to 103% of the annual rental payable with respect to the immediately preceding year.

Lessee shall pay the Lessor a late payment charge equal to five percent (5%) of the late payment for any payment not paid within 10 days of the due date. Any amounts not paid within thirty (30) days shall bear interest until paid at the lesser of the rate of one (1%) per month or the highest rate permitted by law.

4. **FCC License.** Lessee has been granted a license (the "License") by the Federal Communications Commission ("FCC"). All installations and operation in connection with this Agreement by Lessee shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the city, county and state concerned.
5. **Use of the Property.** Lessee shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. All improvements shall be at Lessee's expense and the installation of all improvements shall be at the discretion and option of the Lessee. Lessee shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement, provided any such modifications do not increase the area on the railing or the ground as depicted and described on Exhibit C attached hereto. Lessee will maintain the Premises in a good condition reasonable wear and tear excepted. Lessor will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that Lessee's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit Lessee use of the Premises as set forth above. Lessor in its proprietary capacity shall cooperate with Lessee in its effort to obtain such approvals. The Communications Facility shall remain the property of the Lessee.

6. **Utilities.** It may be necessary for Lessee to supply the Communications Facility with utilities and/or improve the present utility service to the Communications Facility in connection with its operation thereof. Lessor and Lessee agree to negotiate in good faith to determine the manner in which any such utility services will be supplied to the Communications Facility, provided that such negotiations shall be carried out in a timely manner and shall not delay Lessee's construction of the Communications Facility. Lessor shall not withhold any necessary consents to Lessee's installation or upgrade of utilities and shall act reasonably at all times to facilitate the provision of utility service to Lessee's Communications Facility at a reasonable cost to Lessee.
7. **Access to Property.** Lessee shall have 24-hour/7-day access to the Property at all times to install, operate, repair, and maintain its Communications Facility during the term of the Lease.
8. **Free from Liens.** Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done on and for services rendered or material furnished at Lessee's request to the Communications Facility, and shall keep the Communications Facility free from all liens.
9. **Notification of Activity.** The Lessor shall notify the Lessee at least 48 hours prior to conduct by Lessor or Lessor's agents or employees of any major activity, construction or changes at the site to allow for coordination; provided that nothing herein shall authorize Lessor or any third party to conduct any activity that may materially interfere with Lessee's rights under this Lease.
10. **Indemnification/Hold Harmless.** Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.
11. **Termination upon Lessee Default.** Lessor shall have the right to terminate this Lease, by written notice to Lessee, upon the occurrence of any of the following events:
 - A. If Lessee fails to fulfill any obligation or term of this Lease and fails to correct or commence substantial correction of such failure within thirty (30) days after written notice from Lessor; or
 - B. If Lessee is deemed insolvent, makes an assignment in bankruptcy, or fails to secure dismissal of an involuntary bankruptcy petition within a reasonable time.
12. **Termination upon Lessor Default.** Lessee shall have the right to terminate this Lease, by written notice to Lessor, upon occurrence of any of the following events:
 - A. If Lessor defaults in fulfilling any obligation or term hereof and fails to correct such default or commence correction of such default within 30 days after written notice from Lessee; or

B. If the approval of any agency, board, court or other governmental authority necessary to construct and/or operate the Antenna Facility cannot be obtained, or if Lessee reasonably determines the cost of obtaining such approval is prohibitive; or

C. If Lessee reasonably determines that the Communications Facility is not appropriate for technological reasons, including, but not limited to, signal interference.

D. At any time if the Lessee's FCC License or any other governmental permits are revoked or materially amended as relevant to this lease.

13. **Upon Termination.** Upon a notice of termination by Lessor or Lessee under Section 11 or 12 above, the Lease shall terminate and be of no further force or effect, except as to provisions relating to termination. Unless otherwise agreed between the parties. Lessee, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. Lessor agrees and acknowledges that all of the equipment, fixtures and personal property of the Lessee shall remain the personal property of the Lessee and the Lessee shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes Lessee to remain on the Premises after termination of this Agreement, Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

If this Lease terminates at a time other than the end of one of the specified rental periods, then the rent shall be prorated as of the date of termination, and in the event of termination for reasons other than default of Lessee, all prepaid rent shall be refunded to Lessee or paid on its account.

14. **State Leasehold Tax.** Lessee shall pay as and, when due, any State Leasehold Tax on all Rent paid to Lessor under the terms of this Lease, provided that Lessee shall be entitled to appeal or contest such assessments in its reasonable discretion. Lessor shall cooperate with Lessee in the event of an audit or investigation concerning such tax assessments.
15. **Insurance.** Lessee, at its cost, shall maintain commercial general liability and property damage insurance, in an amount not less than One Million Dollars (\$1,000,000) and through a carrier with a current A.M. Best rating of A. Lessee shall provide Lessor with a certificate of insurance evidencing said coverage and listing Lessor as an additional insured. Such certificate shall bear a legend whereby the carrier undertakes to give Lessor at least thirty (30) days prior notice of cancellation of coverage. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other.

16. **Acceptance of Premises.** By taking possession of the Premises, Lessee accepts the Property in the condition existing as of the Commencement Date. Lessor makes no representation or warranty with respect to the condition of the Property and Lessor shall not be liable for any latent or patent defect in the Property.

Notwithstanding the foregoing, Lessor will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the Lessee. Lessor shall hold Lessee harmless and indemnify the Lessee from and assume all duties, responsibility and liability at Lessor's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the Lessee; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the Lessee.

17. **Damage or Destruction of Site.** If a material portion of the Communications Facility is destroyed or damaged, Lessee may elect to terminate the Lease effective as of the date of the damage or destruction by notice given to Lessor in writing no more than 45 days following such date. This provision includes the damage or destruction of the Lessor's water tank which Lessor shall not be required to replace. In such event, all rights and obligations of the parties shall cease as of the effective date of termination, provided Lessee shall be obligated to remove its equipment from the Property and Improvements prior to termination being effective. Considerations of public safety and other governmental concerns may mandate removal of damaged property at the earliest possible date.
18. **Condemnation of Facilities.** If a condemning authority takes all of the Communications Facility or a portion sufficient to render it reasonably unsuitable for the use which Lessee was then making of the Antenna Facility, the Lease shall terminate and be of no further force or effect as of the date the title vests in the condemning authority. Lessor shall be entitled to any and all awards granted by the condemning authority, provided that Lessee shall be entitled to bring a separate action on its own behalf to recover the value of its Antenna Facility and its moving and business dislocation expenses.

19. **Assignment of Lease.** This Lease is not assignable nor may Lessee sublet without Lessor's prior written approval, not to be unreasonably withheld. Additionally, Lessee may not encumber its interest in this Lease, without Lessor's approval (not to be unreasonably withheld), except as security to a lender. Notwithstanding the foregoing, this Lease may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization.
20. **Attorney's Fees.** If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees, including attorney fees upon appeal of any judgment in ruling.
21. **Notices.** Any notice required or permitted under this Lease shall be deemed received when actually delivered, or 72 hours after it is deposited in the United States mail as certified mail, return receipt requested, addressed to the addresses as specified below or as from time to time changed by either of the parties in writing.

Lessor: City of Ellensburg
420 North Pearl Street
Ellensburg, WA 98926
Telephone: (509) 962-7226

Lessee: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

22. **Binding.** This Lease shall run with the Property described in Exhibit A. This Lease shall be binding upon and inure to the benefit of the parties and their respective lawful successors and assigns.
23. **Signal Interference.**
- a. Non-interference by Lessee. Lessee agrees to install and operate its Antenna Facility in a manner that does not cause RF interference to the operations of any Protected User. "Protected User" shall mean any existing user or lessee of the Property shown on Exhibit B attached hereto. Lessee agrees to immediately cure any such RF interference caused to a protected User by Lessee's equipment or, if such RF interference cannot immediately be cured, to temporarily reduce power or cease the offending operations, if so demanded by Lessor on the ground of RF interference, until a cure at full power is achieved.
 - b. Non-interference by Lessor. Lessor covenants to use Lessor's best efforts to protect Lessee from RF interference caused or potentially caused by subsequent users or lessees of the Property or changes in its use. Except for Protected Users,

Lessor, and its successors and assigns, shall not use, allow or permit the Property to be used in a manner which will materially impair the use of the Antenna Facility located upon the premises by Lessee or allow any use in any way as shall cause any destructive or conflicting interference with the radio, telephone, or communications signals to and from facilities or equipment of Lessee. If any harmful RF interference shall result from any such transmitters, equipment, antennae, or dishes permitted on the Property by Lessor, other than the Protected Users, to the facilities or equipment of the Lessee installed on the Premises, then Lessor shall immediately cause such transmitter, equipment, antenna or dish to be discontinued from operation until such interference is eliminated. If Lessor cannot eliminate such RF interference, Lessee may terminate this Lease in accordance with Section 14 herein or obtain injunctive relief requiring such interference to cease. In no event shall Lessor be held liable for damages to Lessee arising from the installation, maintenance, and/or operation of a competing communications system, except where such damages are the result of Lessor's negligence or intentional misconduct.

24. **Quiet Enjoyment; Title.** Lessor covenants that Lessee, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises. Lessor covenants that Lessor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting Lessor's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the Lessee as set forth above.
25. **Subordination and Nondisturbance.** At Lessor's option, this Agreement shall be subordinate to any mortgage or other security interest by Lessor which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of Lessor's interest and also Lessee's right to remain in occupancy of and have access to the Premises as long as Lessee is not in default of this Agreement. Lessee shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the Lessor immediately after this agreement is executed, will obtain and furnish to Lessee, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the Lessor defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, Lessee, may, at its sole option and without obligation, cure or correct Lessor's default and upon doing so, Lessee shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the Lessee shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by Lessee to cure or correct such defaults.
26. **Recording.** Lessor agrees to execute a Memorandum of this Lease Agreement which Lessee may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. **Choice of Law.** This Lease shall be construed in accordance with the laws of the State of Washington. The venue for any litigation shall be in Kittitas County, WA.
28. **Severability.** If any section, term or provision of this Lease is deemed to be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Lease shall not be affected thereby and each remaining section, subsection, term or provision of this Lease shall be valid or enforceable to the fullest extent permitted by law.
29. **Headings.** The headings in this Lease are for convenience only, and shall not be considered as part of the Lease for purposes of **construction** of the terms and conditions hereof.

In witness whereof, the parties hereto bind themselves to this Lease as of the day and year first above written.

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: 

Name: Robert F. Swaine

Title: West Area Vice President - Network

Date: 3-4-04

LESSOR:

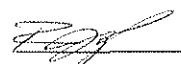
CITY OF ELLENSBURG

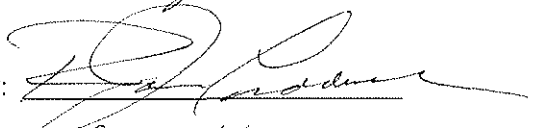
Mayor: 

Attest: 

Date: 3-19-04


City Clerk

Approved as to form: 

City Attorney: 

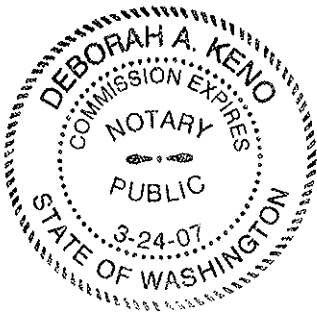
Date: 3-19-04

LESSOR ACKNOWLEDGEMENT

STATE OF Washington)
COUNTY OF Kittitas) ss.

On this 19th day of March, 2004 before me, a Notary Public in and for the State of Washington, personally appeared Edward J. Barry, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the Mayor of the **City of Ellensburg**, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



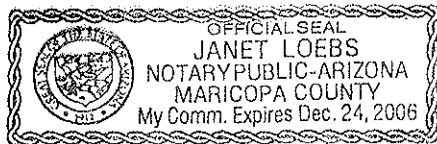
Deborah A. Keno
NOTARY PUBLIC in and for the State of WA
residing at Ellensburg
My appointment expires 3-24-07
Print Name Deborah A. Keno

LESSEE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 4 day of March, 2004, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Robert F. Swaine, to me known to be an authorized representative of Cellco Partnership d/b/a Verizon Wireless, the partnership that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Cellco Partnership d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that He is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



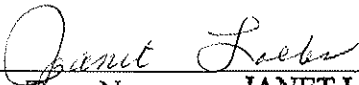

Print or Type Name: JANET LOEBS
Notary Public in and for the State of Arizona,
residing at MARICOPA COUNTY
My appointment expires: DEC. 24, 2006

EXHIBIT "A"

PARCEL 1:

That portion of Block "A", B.F. REED'S SUBDIVISION OF BLOCKS H AND E, SECOND RAILROAD ADDITION TO THE CITY OF ELLENSBURG, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 3 of Plats, page 28, records of said County, which is described as follows:

A tract of land bounded by a line beginning at a point on the North boundary line of said block, 96 feet West of the South Quarter corner of Section 36, Township 18 North, Range 18 E., W.M., and running thence West along the North boundary line of said block, 54 feet; thence South 137 feet; thence Northeasterly 144 feet, more or less to the point of beginning;

EXCEPT that portion thereof lying West of the East boundary line of Craig Avenue;

AND EXCEPT a triangular parcel of land bounded and described as follows:

Beginning at the South quarter corner of Section 36, Township 18, Range 18 E.W.M., Kittitas County, State of Washington, thence Westerly 150 feet along the North boundary line of Block H, 2nd Railroad Addition; thence South 65 feet to the true point of beginning; thence continuing South 72 feet; thence Northeasterly 77.4 feet to a point 28.4 feet from the true point of beginning; thence Westerly to the true point of beginning.

PARCEL 2:

That part of Block "H" and "K", 2ND RAILROAD ADDITION TO THE CITY OF ELLENSBURG, as per plat thereof recorded in Book 1 of Plats, page 63, records of Kittitas County, Washington, Bounded as follows:

Commencing at the Northeast corner of said Block "H"; thence South 88°33' West along the North line thereof 150.00 feet to the point of beginning; thence South 1°27' East 165.00 feet; thence South 88°33' West 132.00 feet; thence North 1°27' West 165.00 feet; thence North 88°33' East 132.00 feet to the point of beginning.

PARCEL 3:

That part of Block "H", 2ND RAILROAD ADDITION TO THE CITY OF ELLENSBURG, as per plat thereof recorded in Book 1 of Plats, page 63, records of Kittitas County, Washington, Bounded as follows:

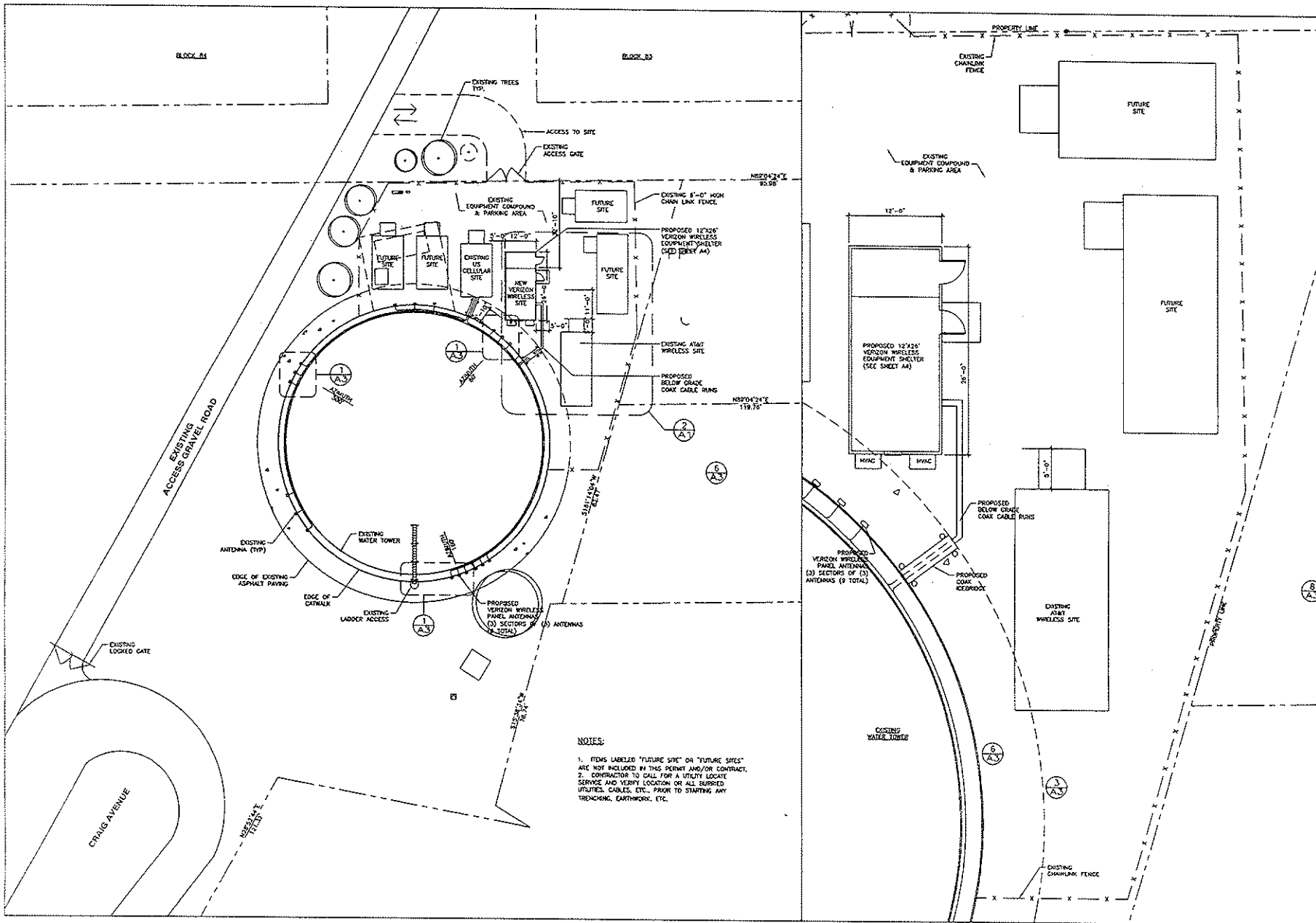
Commencing at the Northeast corner of said Block "H"; thence South 8°33' West along the North line thereof 150.00 feet; thence South 1°27' East 65.00 feet to the point of beginning; thence South 1°27' East 72.00 feet; thence North 20°04'30" East 77.40 feet to a point which is North 88°33' East 28.40 feet from the point of beginning; thence South 88°33' West 28.40 feet to the point of beginning.

PARCEL 4:

That part of Block "H", 2ND RAILROAD ADDITION TO THE CITY OF ELLENSBURG, as per plat thereof recorded in Book 1 of Plats, page 63, records of Kittitas County, Washington, Bounded as follows:

Commencing at the Northeast corner of said Block "H" thence South 88°33' West along the North line thereof 150.00 feet; thence South 1°27' East 165.00 feet to the point of beginning; thence South 16°53' West 78.50 feet; thence North 79°47' West 81.65 feet to the Easterly right of way line of Craig Avenue as shown on the plat of B.F. REED SUBDIVISION BLOCK "H" & "E" 2ND RAILROAD ADDITION TO THE CITY OF ELLENSBURG, as per plat thereof recorded in Book 3 of Plats, page 28, records of Kittitas County, Washington; thence North 28°24' East along said Easterly right of way line 66.88 feet to a line bearing South 88°33' West from the point of beginning; thence North 38°33' East 71.37 feet to the point of beginning.

**EXHIBIT B
CITY OF ELLENSBURG
SITE DRAWING OF WATER TOWER PROPERTY**



1 **SITE PLAN**
1/16"=1'-0"

16' 12' 8' 4' 0' 16'

2 **ENLARGED SITE PLAN**
3/16"=1'-0"

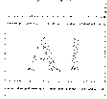
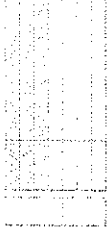
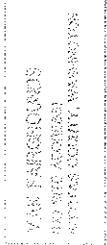


EXHIBIT C
PREMISES AND ANTENNA FACILITIES

See attached Premises site plan and description of antenna facilities.



Meeting Date: November 20, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Bid Award – Bid Call 2023-18, Craig’s Hill Pressure Zone Improvements
Submitted by: Josh Mattson, Assistant City Engineer
Department: Public Works & Utilities

Suggested Motion/Action:

Award bid call 2023-18, to Belsaas & Smith Construction Inc in the amount of \$1,898,227.09, the lowest responsive and responsible bidder, approve the necessary budget adjustments, and declare Bid Mechanical Inc. as non-responsive.

Background/Summary:

Bids were received on Thursday November 9, 2022 for the above-mentioned project. Belsaas and Smith Construction was the lowest responsive and responsible bidder in the amount of \$1,898,227.09. The City of Ellensburg is completing the 2020 Water System Plan and the creation of a new Craig’s Hill Pressure Zone (1760 Zone) is a noted prioritized project in this plan. This project will enhance water service pressures within this new zone. Higher water pressures in this area will also improve the available fire flow in the 1760 zone and increase the amount of storage available in the Craig’s Hill Reservoir. The project will create a new 1760 Zone by converting the 1740 Zone on Craig’s Hill to the new zone by installing a booster pump station with a parallel high-pressure water main and closing isolation valves along the pressure zone boundary. HLA Engineering and Land Surveying designed and prepared bid specifications for this project, Bid Call #2023-18. City staff will provide administration for the work associated with this bid call.

Previous Council Action:

November 6, 2023 Regular Council Meeting - Council authorized the purchase of a Caterpillar generator and switch in the amount of \$126,874.00 off the Sourcewell interlocal purchasing agreement in support of the Craig’s Hill Pressure Zone Improvements project.

November 6, 2023 Regular Council Meeting - Council authorized the City Manager’s signature on the Craig’s Hill Pressure Zone Improvements Supplemental Agreement #1 for Professional Services between the City of Ellensburg and HLA Engineering and Land Surveying, Inc.

November 7, 2022 Regular Council Meeting - Council authorized the City Manager’s signature on the Craig’s Hill Pressure Zone Improvements Agreement for Professional Services between the City of Ellensburg and HLA Engineering and Land Surveying, Inc.

September 16, 2019 Regular Council Meeting - Council authorized the City Manager to execute a Professional Services Agreement with RH2 Engineering in the amount of

\$349,803.00 to perform the 2020 Water System Plan Update and design of the Illinois Well Outfitting.

Analysis:

The project was advertised and bids were received as follows:

Belsaas & Smith Construction Inc.:	\$1,898,227.09
Pacific Civil & Infrastructure Inc.:	\$2,129,734.80
Selland Construction Inc.:	\$2,268,676.50
Strider Construction Co. Inc.:	\$2,816,806.52
Bid Mechanical Inc.:	Non-Responsive
<i>Engineer's Estimate:</i>	<i>\$1,973,313.60</i>

The low bid submitted by Belsaas & Smith Construction Inc. is below the engineer's estimate. Bid Mechanical was found to be non-responsive for not filling out the bid item unit cost proposal sheet in the bid package.

Financial Impact:

The total project is estimated to cost \$1,898,227.09. The project is funded through a Water Utility bond budgeted for 2023. Unspent budget will need to be carried forward to 2024. The budgeted amount for the project was \$1,500,000.00. Additional funding will be used from the Water Utility bond budget and reduce bond proceeds directed to other projects and reduce the anticipated ending fund balance.

Budget Adjustment: Yes

Attachments:

1. 2023-11-10 - 22183 - Rec. Awd. Ltr.



November 10, 2023

City of Ellensburg
501 N. Anderson St.
Ellensburg, WA 98926

Attn: Josh Mattson, PE, Assistant City Engineer

Re: City of Ellensburg
Craig Hill Pressure Zone (1760 Zone) Improvements
City of Ellensburg Project No. 2022-089
HLA Project No.: 22183
Recommendation of Award

Dear Mr. Mattson:

The bid opening for the above referenced project was held at Ellensburg office of the City Clerk at 3:00 p.m. on Thursday, November 9, 2023. A total of five (5) bids were received with the low bid of \$1,898,227.09, being offered by Belsaas & Smith Construction, Inc., of Ellensburg, WA. This low bid is approximately 3.8 percent below the Engineer's Estimate of \$1,973,313.60.

We have reviewed and checked the bid proposal of the low bidder and recommend the City of Ellensburg award a construction contract to Belsaas & Smith Construction, Inc., in the amount of \$1,898,227.09. Please send us a copy of the City of Ellensburg Council meeting minutes authorizing award of this project.

Please advise if we may answer any questions or provide additional information.

Very truly yours,

Justin L. Bellamy, PE

JLB/asr

Enclosures

Copy: Taylor Denny, Jakob Michael, HLA

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.


AUDITING OFFICER

11/13/23
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 **20th DAY OF NOVEMBER 2023**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Check #'s	163915	TO	164072	\$	608,639.20
EFT #'s	6540	TO	6559	\$	1,155,840.14
Treasure Cash					
EFT #'S	251		267	\$	300,582.74
Payroll Fund					
Check #'s	96120	TO	96126	\$	7,905.39
Direct Deposits	75972	TO	76217	\$	483,892.36

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



Meeting Date: November 20, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4931 (second reading) - 2024 Property Tax Levy (Public Comment Opportunity)
Submitted by: Jerica Pascoe, Finance Director
Department: Finance

Suggested Motion/Action:

Move to conduct second reading and adoption of Ordinance 4931 establishing the Ad Valorem Property Tax Levy for 2024.

Background/Summary:

Ordinance 4931 reflects the 2024 levy for property taxes to be collected in 2024 for municipal purposes. The ordinance establishes the 2024 regular property tax levy and certifies the 2024 property tax levy to the Kittitas County Commissioners.

RCW 84.55.005 limits the increase in property taxes to the lower of one percent over the prior year levy rate or the Implicit Price Deflator (IPD). The IPD inflation rate for setting 2024 property tax was 3.86%; therefore, the City is limited to 101% of last year's levy amount.

Tax revenue funds are approximately 60% of the General Fund budget, of which property tax alone accounts for 15.6%. Because Council has very limited control over revenue/funding sources that support general government activities, without increases in General Fund revenues such as property tax, the City cannot fund the necessary overhead increases without further reducing fund balance. In order for delivery of services to remain consistent from year to year, funding for these services must also remain consistent and thus rise as expenses rise.

This increase in IPD does reflect the overall rate of inflation that we are seeing locally. For example, EMS services are scheduled to increase \$11,889 (11%) over the 2023 actual cost, and utility costs for general fund supported buildings are expected to exceed 4% for electric, 5% for water, and 9% for wastewater. The anticipated consumption charges for natural gas are expected to exceed a 130% increase over 2023 charges. Labor costs are anticipated to increase, including open negotiations with Teamsters and IBEW agreements, a floor of 2.5% increase for OPEIU employees, and a 3.43% increase in minimum wage, which are just a few of the anticipated General Fund increases in 2024.

Previous Council Action:

Council held a public hearing on 2024 revenue sources, including property tax, on October 2, 2023.

Council held a public hearing establishing the 2024 Ad Valorem Property Tax Levy and gave first reading to Ordinance 4931 at the November 6, 2023 meeting.

Analysis:

Property tax collections for the City of Ellensburg are estimated to be \$3,596,777.82, equaling the highest lawful levy limit for this tax year. This is an increase of \$83,789.86 over the 2023 levy. This increase reflects a one percent (1.00%) increase of \$35,129.88, an increase of \$47,881.31 attributed to new construction, improvements, wind turbines, solar, biomass, and geothermal facilities, \$0 for an increase in the value of state-assessed property, and an increase of \$778.67 from annexations. These numbers may change slightly as updated numbers come in from the county.

Financial Impact:

Adoption of the Ordinance with a 1.00% increase will increase the property tax revenue by \$35,129.88. The proposed 2024 budget includes the 1.00% increase.

Budget Adjustment: No

Attachments:

1. Ordinance 4931 - 2024 Property Tax Levy

ORDINANCE NO. 4931

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, LEVYING PROPERTY TAXES FOR THE CITY OF ELLENSBURG FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2024, ON ALL PROPERTY IN SAID CITY WHICH IS SUBJECT TO TAXATION FOR THE PURPOSE OF PAYING SUFFICIENT REVENUE TO CARRY ON GENERAL OPERATIONS, RECOGNIZE VOTER APPROVED LEVIES AND PAY DEBT SERVICE OBLIGATIONS OF SAID CITY AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Ellensburg adopted Ordinance 4592 in 2011 establishing a two-year fiscal biennial budget process as provided in Chapter 35A.34 RCW; and

WHEREAS, the City Council of the City of Ellensburg held a public hearing on October 2, 2023 to consider proposed 2024 revenue sources, including property taxes; and

WHEREAS, the City Council of the City of Ellensburg has met and considered its budget for 2023-2024 biennial budget pursuant to RCW 84.55.120; and

WHEREAS, pursuant to RCW 84.55.120, the City Council of the City of Ellensburg held a duly advertised public hearing on November 6, 2023, to consider possible increases in property tax revenue for the calendar year 2024; and

WHEREAS, the City's actual levy amount from previous year was \$3,512,987.96; and

WHEREAS, the population of the city is more than 10,000,

NOW, THEREFORE, the City Council of the City of Ellensburg, Washington do hereby ordain as follows:

Section 1. General Tax Levy for 2023. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2024 tax year. The dollar amount of the increase over the actual levy amount from previous year shall be \$35,129.88, which is a percentage increase of 1% from previous year as authorized by RCW 84.55.005. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of the state assessed property, any annexations that have occurred and refunds made.

Section 2. Majority Approval. This ordinance was passed by a majority of the entire Council.

Section 3. Transmittal to Auditor. A certified copy of this Ordinance shall be transmitted to the Kittitas County Assessor's Office and to the Clerk of the Kittitas County Commissioners, and such other governmental agencies as provided by law.

Section 4. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) of this ordinance.

Section 5. 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 6. 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 a regular meeting of the City Council on the 20th day of November, 2023.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4931 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No 4931. was published as required by law.

BETH LEADER



Meeting Date: November 20, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4932 (second reading) - Amending ECC 1.01.010 to Provide for Republication of the Ellensburg City Code by Municode (Public Comment Opportunity)

Submitted by: Terry Weiner, City Attorney/Assistant City Manager

Department: City Attorney

Suggested Motion/Action:

Move to conduct second reading and adoption of Ordinance 4932, amending ECC 1.01.010 to provide for republication of the Ellensburg City Code by Municode.

Background/Summary:

The Ellensburg City Code is published both in a bound, hard copy and online by Code Publishing Company. In conjunction with the recent change, switching the City's agenda software to CivicClerk, a product of CivicPlus (our website publisher), City staff evaluated other options to publish the Ellensburg City Code (ECC). Municode is the code publisher for many Washington cities and used throughout the United States. Municode was acquired by CivicPlus in 2021, and many of its features can be integrated into our website for greater efficiency of use by both staff and the public.

Previous Council Action:

First reading of Ordinance 4932 was conducted by City Council at its November 6, 2023 meeting.

Analysis:

In addition to Code Publishing Company, the current publisher of the ECC, Municode is one of the other major publishers of city and county ordinances in Washington and elsewhere. Municode, however, can offer better integration with our website since it is now part of the CivicPlus family of software products. Switching to Municode will also enhance the efficiency of using the code and allow for targeted search capabilities on the City website. In addition, the City will be able to upload newly adopted ordinances to Municode to keep the online code updated on a much more timely basis. Users will also be able to retrieve the actual ordinance referenced in the ECC rather than going through a separate search on the City's website.

A contract was signed with Municode earlier this year, followed by Municode's preparation of a draft code for review by City staff. The review is now complete. The proposed ordinance revises ECC 1.01.010 to designate Municode as the City's code publisher effective December 1, 2023.

Financial Impact:

Annual billing by Code Publishing varied depending on the volume of the City's ordinances required to be updated in the ECC each year. Municode's services are provided at a fixed annual rate, which is anticipated to be roughly equivalent to the budgeted amount for Code Publishing for the remainder of this year and 2024. No budget adjustment is being requested at this time

Budget Adjustment: No

Attachments:

1. Ordinance 4932 (second reading)- Municode Republication of City Code

ORDINANCE NO. 4932

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO CHAPTER 1.01 “CODE ADOPTION,” AND AMENDING SECTION 1.01.010 OF THE ELLENSBURG CITY CODE.

WHEREAS, Ordinance No. 2573, adopted in 1965, constituted a codification of the ordinances of the City of Ellensburg, and publication thereof in a volume entitled “City of Ellensburg City Code”; and

WHEREAS, Ordinance 4472, adopted in 2007, established the Code Publishing Company of Seattle, Washington as the City’s publisher to compile, edit and publish the Ellensburg City Code; and

WHEREAS, it is the desire of the City of Ellensburg to continue with the present codification of the City’s ordinances, without effecting any significant change other than in the format and availability of the Ellensburg City Code, which will continue to be in a written published format as well as in an electronic format available on the City’s website; and

WHEREAS, City staff has recommended that the Ellensburg City Code publisher be changed to Municode of Manhattan, Kansas;

NOW, THEREFORE, the City Council of the City of Ellensburg, Washington do hereby ordain as follows:

Section 1. Section 1.01.010 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4472, is hereby amended to read as follows:

Pursuant to the provisions of RCW 35.21.500 through 35.21.570, there is adopted the “City of Ellensburg City Code,” as compiled, edited and published by ~~Code Publishing Company, Seattle, Washington~~ Municode, a division of CivicPlus, Manhattan, Kansas. [Ord. 4472 § 1, 2007; Ord. 2573 § 1, 1965.]

Section 2. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) 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 shall take effect and be in force, following its passage, approval and publication, on December 1, 2023.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 20th day of November, 2023.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4932 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4932 was published as required by law.

BETH LEADER



Meeting Date: November 20, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4933 (first reading) - Utility Billing Policies and Procedures (Public Comment Opportunity)
Submitted by: Keith Bassett, Assistant Finance Director
Department: Finance

Suggested Motion/Action:

Move to conduct first reading of Ordinance 4934 Utility Billing Policies and Procedures.

Background/Summary:

Several changes to City Code are needed to update the City's utility billing policies and procedures to reflect processing dependencies of the City's utility billing software replacement project and comply with utility billing requirements recently added to state law.

Previous Council Action:

Council authorized the City Manager to sign agreements with Origin Utility, Inc. for software, implementation, development, and support services of the new utility billing system at the regular Council meeting on September 19, 2022, and authorized the City Manager to execute a followup work order with Origin Utility, Inc. at the regular Council meeting on July 17, 2023.

Analysis:

The City provides utility service to approximately 11,000 customers, across six municipal utilities. As an integral part of the physical provision of services to customers, the City is responsible for timely and accurate reading of the utility meters, timely and accurate billing of customers, and cashiering for payment of utility billings. Implementation of the Origin SmartCity utility billing and customer information system has provided an opportunity to review utility billing policies and procedures to align with industry best practices and update procedures previously limited by the legacy utility billing software. Furthermore, authorizing the Finance Director to temporarily pause initiating the delinquency process for customers during the transition between utility billing systems will focus customer service staff on helping customers who may need additional assistance to adopt the new systems.

Additionally, the state legislature adopted ESHB 1329, Chapter 105, Laws of 2023, requiring, that among other things, in periods of extreme heat, electric and water utilities must allow for reconnection of services previously disconnected for nonpayment. This change to state law requires an update to the utility billing policies and procedures related to reconnection of utility services, which is reflected in the amendment to ECC 2.12.025(E).

Financial Impact:

These updates to utility billing policies and procedures are anticipated to have a negligible impact on city finances. The temporary pause initiating the customer delinquency process will reduce late payment penalty revenue immediately following the rollout of the new utility billing system. The updated utility deposit amounts will more closely reflect the anticipated cost to the city in the event of nonpayment. Ultimately, the customer deposit is used to satisfy utility billing liabilities or refunded to the customer and will not result in additional cost to the customer.

Budget Adjustment: No

Attachments:

1. Ordinance 4933 - Utility Billing Policies and Procedures

ORDINANCE NO. 4933

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO CHAPTER 2.12 “COLLECTION OF ACCOUNTS – UTILITIES, AND AMENDING SECTIONS 2.12.020, 2.12.025, 2.14.040, AND 9.91.300 OF THE ELLENSBURG CITY CODE.

WHEREAS, the City routinely reviews policies and procedures related to billing for utility service; and

WHEREAS, it is appropriate for the City to periodically adjust utility billing related policies and procedures; and

WHEREAS, the City is implementing new software to facilitate and perform utility billing procedures which require changes to the City’s utility billing policies and procedures; and

WHEREAS, recent changes to state law require updates to City utility billing, disconnect and reconnection policies and procedures;

NOW, THEREFORE, the City Council of the City of Ellensburg, Washington do hereby ordain as follows:

Section 1. Section 2.12.020 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4649, is hereby amended to read as follows:

2.12.020 When due – Monthly utility accounts.

Monthly utility accounts are due and payable within 15 days following the date of mailing of the utility bill. If not paid by the due date, the entire account shall be deemed delinquent. The finance director/treasurer may temporarily pause deeming accounts as delinquent to facilitate changes to City utility billing and payment technology or processes. When a monthly utility account becomes delinquent:

- A. A final notice shall be sent by regular mail within five business days after the billing due date.
- B. If there is no response received to the mailed final notice of account delinquency within five business days, a tag for disconnect shall be delivered within the next seven business days to the service address of the utility consumer giving at least five business days’ notice of pending disconnection for said service address.
- C. If the delinquent charges and penalties are still unpaid after five business days following the property being tagged for disconnection as provided in subsection (B) of this section, utility service shall be disconnected for said service address. [Ord. 4649 § 2, 2013; Ord. 3434 § 2, 1984; Ord. 3411 § 1, 1983.]

Section 2. Section 2.12.025 of the Ellensburg City Code, as last amended by Section 3 of Ordinance 4649, is hereby amended to read as follows:

2.12.025 Due date – Delinquency – Penalty.

A. All charges for utility services furnished by the city shall be due and payable to the city on the date shown on the face of the bill. Charges for services remaining unpaid at the close of business on the fifteenth day following the billing date shall be considered delinquent and automatically incur an additional charge of \$10.00 as a late penalty for all utility services provided. Payments will first be applied to the oldest delinquent charges. Remaining funds will be credited to the utilities included in the delinquent bill by the prorated apportionment of the delinquent amount for each utility. If utility services have been disconnected as provided in ECC 2.12.020, service shall not be restored until all past due charges, penalties and fees have been paid, unless otherwise required by RCW 35.21.302. The finance director may waive all or a portion of the penalties provided herein in the event the director determines the late payment was the result of excusable neglect or extreme hardship.

B. The city shall have a lien against the premises to which utility services were furnished for up to four months of utility charges, to which the utility service is rendered superior to all other liens and encumbrances whatsoever except for general taxes and local special assessments. Enforcement of such lien or liens shall be in the manner provided by law.

C. When a disconnection notice has been ordered for failure to pay, a disconnect notice fee of \$25.00 for all utility services provided shall be charged to the delinquent account. The charge shall be in addition to the late fee penalty provided in subsection (A) of this section.

D. Discontinuance of service for any cause stated in this chapter shall not release the customer from his or her obligation to the city for payment of bills or charges. In addition, before service is restored to such property, the customer will be subject to the reconnection fee(s) established in Chapter 9.92 ECC.

E. Weather-related disconnection and reconnection.

1. Utility service for residential space heating shall be disconnected in accordance with RCW 35.21.300.

2. Residential water or electrical utility service shall not be involuntarily terminated, or shall be reconnected, during a heat-related event, in accordance with the requirements of RCW 35.21.302. [Ord. 4649 § 3, 2013.]

Section 3. Section 2.14.040 of the Ellensburg City Code, as last amended by Ordinance 4375, is hereby amended to read as follows:

2.14.040 Utility deposit required.

From and after the effective date of the ordinance codified in this chapter, no service shall be extended to any customer of a utility department of the city except upon written application for such utility service and upon payment in advance to the city finance director/treasurer of a deposit in the amount of the average monthly bill per utility for the service location as

determined by the city finance director/treasurer, or \$50.00 per utility for residential accounts and \$100.00 per utility for commercial accounts if twelve months of service history is not available for the service location. The deposit is charged for electric, gas, water, and sewer service. [Ord. 4375, 2003; Ord. 3893 § 1, 1993; Ord. 3570 § 2, 1987; Ord. 3547 § 1, 1986; Ord. 3514 § 1, 1985.]

Section 4. Section 9.91.300 of the Ellensburg City Code, as last amended by Section 3 of Ordinance 4897, is hereby amended to read as follows:

9.91.300 Sewer utility rate schedules.

Effective Date: 1/1/2023

A. Residential Single-Family §WW-11.

1. Availability. This rate schedule is available to single-family dwellings having a single water service meter and churches.
2. Character of Service. Service shall be nonmetered and at a single point of receipt.

B. Residential Multifamily §WW -12.

1. Availability. This rate schedule is available to houses and other multiple-unit residential structures, including manufactured home parks. The residence units referred to in this schedule shall be those dwelling units contained in a single structure as the dwelling units are defined in the zoning ordinance.
2. Character of Service. Service shall be charged to and collected from each residential unit or property user having a city sewer connection for their property.

C. Low-Income Senior Citizen/Low-Income Disabled Citizen §WW -13.

1. Availability. This rate schedule is available for residential service to individuals who meet the definition of low-income senior citizen or low-income disabled citizen and who do not reside in federally subsidized housing. The rates established by this section will be published by the public works and utilities department on the city's website, and be made available from the city's finance department.
2. Character of Service. Service shall be nonmetered and at a single point of receipt.

D. Commercial, Industrial and General Service §WW -21.

1. Availability. This rate schedule is available to single and multiple services for commercial, industrial, residential units combined with commercial and/or industrial, schools, motels, hotels, trailer parks, social and fraternal facilities, governmental facilities, and other services not qualifying under other rate schedules.
2. Character of Service. Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.

3. Rate. The rate shall be composed of a monthly volume charge and a daily customer charge.
4. Surcharges. The surcharges shall apply when effluent strength differs substantially from domestic wastes as determined by the public works and utilities director.

E. Central Washington University SWW-22.

1. Availability. This rate schedule is available to all Central Washington University facilities with the exception of single-family dwellings owned, leased or rented by the university.
2. Character of Service. Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.
3. Rate. The rate shall be composed of a monthly volume charge and a daily customer charge.
4. Surcharges. The surcharges shall apply when effluent strength differs substantially from domestic wastes as determined by the public works and utilities director.

F. Multiple-Family SWW -23.

1. Availability. This rate schedule is available on an optional basis to single-family residences, apartment houses and other multiple-unit residential structures, including manufactured home parks.
2. Character of Service. Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.
3. Rate. The rate shall be composed of a monthly volume charge and a daily customer charge.
4. Surcharges. The surcharges shall apply when effluent strength differs substantially from domestic wastes as determined by the public works and utilities director.

G. Municipal SWW -40.

1. Availability. This rate schedule is available to city-owned buildings.
2. Character of Service. Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.
3. Rate. The rate shall be composed of a monthly volume charge and a daily customer charge.

H. High-Strength Commercial SWW -33.

1. Availability. This rate schedule is available, subject to city council approval, to commercial businesses with strengths differing substantially from typical commercial customers.

2. Character of Service. Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.
3. Rate. The rates available under this schedule shall be established by contract between the city and the customer.

I. Nonprofit Agency Serving the Disadvantaged \$WW -70.

1. Availability. This rate schedule is available to nonprofit agencies serving the disadvantaged. The rates established by this section will be published by the public works and utilities department on the city's website, and be made available from the city's finance department.
2. Character of Service. Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.

J. Large Customer/Contractual \$WW -80.

1. Availability. This rate schedule is available to new sewer customers whose sewer service is provided by contract authorized by the city council. The city will provide sewer service under this schedule; provided, that:
 - a. Adequate capacity exists in the city's wastewater collection system; and
 - b. Adequate capacity exists in the city's wastewater treatment plant; and
 - c. The customer has executed a sewer sales agreement with the city for services under this schedule.
2. Character of Service. Service shall be based on water usage through water or other approved meter to determine volume of sewage to be treated.
3. Rate. The rates available under this schedule shall be established by contract between the city and the customer.

Sewer Rate Summary

Rate Class	Rate Effective Date				Consumption Unit
	1/1/2022	1/1/2023	1/1/2024	1/1/2025	
<u>\$WW</u> -11					
Residential Single-Family	\$1.2345	\$1.3401	\$1.4548	\$1.5793	Flat Rate/Day
<u>\$WW</u> -12					
Multifamily	\$1.2171	\$1.3212	\$1.4342	\$1.5570	Each/First Four Units/Day
	\$0.9120	\$0.9900	\$1.0747	\$1.1667	Each Additional Unit/Day
<u>\$WW</u> -21					
Commercial/Industrial	\$1.4058	\$1.5429	\$1.6933	\$1.8584	Customer Charge/Day

Rate Class	Rate Effective Date				Consumption Unit
	1/1/2022	1/1/2023	1/1/2024	1/1/2025	
<u>SWW</u> -22 CWU	\$4.5234	\$4.9644	\$5.4484	\$5.9796	Per 1,000 Gallons of Water Use
	\$0.3645	\$0.4000	\$0.4390	\$0.4818	Per Lb BOD Surcharge > 200 mg/l
	\$0.3645	\$0.4000	\$0.4390	\$0.4818	Per Lb Suspended Solids > 250 mg/l
	\$1.4259	\$1.5649	\$1.7175	\$1.8850	Customer Charge/Day
	\$4.82	\$5.29	\$5.81	\$6.38	Per 1,000 Gallons of Water Use
	\$0.3697	\$0.4057	\$0.4453	\$0.4887	Per Lb BOD Surcharge > 200 mg/l
	\$0.3697	\$0.4057	\$0.4453	\$0.4887	Per Lb suspended solids > 250 mg/l
<u>SWW</u> -23 Multifamily	\$1.2171	\$1.3212	\$1.4342	\$1.5570	Customer Charge/Day
	\$3.92	\$4.25	\$4.62	\$5.01	Per 1,000 Gallons of Water Use
<u>SWW</u> -40 Municipal	\$0.3697	\$0.4013	\$0.4356	\$0.4729	Per Lb BOD Surcharge > 200 mg/l
	\$0.3697	\$0.4013	\$0.4356	\$0.4729	Per Lb Suspended Solids > 250 mg/l
	\$1.2967	\$1.4134	\$1.5406	\$1.6793	Customer Charge/Day
	\$4.39	\$4.78	\$5.21	\$5.68	Per 1,000 Gallons of Water Use
<u>SWW</u> -80 Large Customer/Contractual	\$1.4058	\$1.5429	\$1.6933	\$1.8584	Customer Charge/Day
	\$4.94	\$5.43	\$5.95	\$6.54	Per 1,000 Gallons of Water Use
	\$0.3645	\$0.4000	\$0.4390	\$0.4818	Per Lb BOD Surcharge > 200 mg/l
	\$0.3645	\$0.4000	\$0.4390	\$0.4818	Per Lb Suspended Solids > 250 mg/l

[Ord. 4897 § 3, 2022; Ord. 4844 § 8, 2019; Ord. 4817 § 1, 2018; Ord. 4804 § 4, 2018; Ord. 4690 § 1, 2014; Ord. 4555 § 9, 2009; Ord. 4503 § 2, 2007.]

Section 5. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) of this ordinance.

Section 6. 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 7. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 4th day of December, 2023.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4933 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4933 was published as required by law.

BETH LEADER



Meeting Date: November 20, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2023-30 to Approve Fiscal Year 2023 Bad Debt Write-Offs (Public Comment Opportunity)
Submitted by: Jerica Pascoe, Finance Director
Department: Finance

Suggested Motion/Action:

Move to adopt resolution 2023-30 writing off uncollectible delinquent accounts totaling \$61,053.84.

Background/Summary:

The proposed resolution authorizes the write-off of uncollectible utility accounts, parking citations, and library accounts for fiscal year 2023. Annually, Council considers write-off accounts deemed uncollectible.

The City contracts with Merchants Credit Association (MCA) for collection services. MCA has determined that the accounts included (except for the Library accounts under \$100) are uncollectible due to the statute of limitations or bankruptcy.

The Library uses Unique as their collection agency. The Library considers accounts with outstanding amounts under \$100 uncollectible for patrons who have not been responsive to Unique's collection attempts and have not used their library card in the past two (2) years. The Library sends amounts over \$100 to MCA prior to writing them off. Currently there are no write-off amounts for Library accounts with balances over \$100 that have been deemed uncollectible by MCA.

Previous Council Action:

None.

Analysis:

The amounts to be considered for 2023 are as follows:

- Utility Accounts - \$51,840.56
- Parking Citations - \$5,360.00
 - citations - \$2,785.00
 - related penalties - \$2,575.00
- Library Accounts (under \$100) - \$3,853.28
 - lost items - \$2,335.09
 - fines/fees - \$1,518.19

The table below shows the utility write-off history for the current year and previous five years:

	2018	2019	2020	2021	2022	2023
Utility Accounts	\$41,046.44	\$41,145.30	\$60,376.36	\$59,040.49	\$36,550.64	\$51,840.56
Business License Fees	80.00	2,102.78	0	0	0	0
Misc. Invoices	0	0	1,702.83	1,785.68	6,687.48	0
Parking Citations						
Citations	575.00	1,475.00	1,585.00	1,140.00	2,345.00	2,785.00
Penalties	475.00	1,901.39	1,020.47	1,025.00	2,064.50	2,575.00
Library Accounts	7,391.60	4,881.03	2,746.70	5,980.94	6,518.87	3,853.28
Total	\$49,568.04	\$51,505.50	\$47,431.36	\$68,972.21	\$54,166.49	\$61,053.84
Write-Offs						

Financial Impact:

These accounts have been deemed uncollectible. The 2018 change to Cash Basis accounting does not impact this process. Therefore, writing off the uncollectible balances will reduce revenues not yet recorded by \$61,053.84. The City continues to maintain accounts receivable data, monitor delinquent accounts, and follow City policy for collection of past due amounts.

Budget Adjustment: No

Attachments:

1. Resolution -2023-30 Bad Debt Write-offs

RESOLUTION NO. 2023-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON providing for the write-off of 2023 utility billings, parking citations, and library accounts.

WHEREAS, utility, parking citations, and library account billings are presently outstanding; and

WHEREAS, these outstanding billings are deemed to be uncollectible and need to be removed from the City's accounts receivable files;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ellensburg, Washington, as follows:

Section 1. The utility receivable amounts are as follows and are hereby written off:

Gas	\$4,892.00
Electric	\$34,843.05
Water	\$5,116.03
Sewer	\$4,439.15
Stormwater	\$2,613.33
Total	\$51,840.56

Section 2. Parking citations and related penalties in the amount of \$5,360.00 are hereby written off.

Section 3. Library accounts in the amount of \$3,853.28 are hereby written off.

ADOPTED by the City Council of the City of Ellensburg this 20th day of November 2023.

Mayor

Attest:

City Clerk



Meeting Date: November 20, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: 1st and Pine Affordable Housing Development Guidance
Submitted by: Jeremy Johnston, Planning Manager
Department: Community Development

Suggested Motion/Action:

Approve guidance items for 1st and Pine development proposals.

Background/Summary:

The City of Ellensburg has been actively pursuing solutions to address affordable housing levels for several years. The City has developed various strategies to understand and address affordable housing shortages, which include adoption of a Housing Action Plan, establishment of an affordable housing sales and use tax fund, establishing an Affordable Housing Commission, and the surplus of certain City properties for affordable housing development.

The 1st and Pine properties (parcels 937033 and 617033) were declared as surplus for affordable housing purposes through Resolution 2021-32. The City conditionally approved an application for development of the parcels and entered into an affordable housing agreement with Stalder Interests in 2022. Following the lapse of several benchmarks established in the affordable housing agreement, the City terminated the application on September 20, 2023.

In anticipation of new proposals to develop the properties, the Ellensburg City Council conducted a joint study session with the Affordable Housing Commission (AHC) on November 6, 2023. The purpose of this study session was to discuss evaluation criteria and provide guidance to the Affordable Housing Commission for future affordable housing proposals on the 1st and Pine properties.

Upon City Council approval of the general guidance outlined in Exhibit A, City staff can begin the process of initiating a request for proposals to develop affordable housing on the 1st and Pine properties.

Previous Council Action:

None

Analysis:

During the November 6, 2023 joint study session, the Affordable Housing Commission and City Council members discussed criteria to be considered for future development proposals for the 1st and Pine properties. The discussion included an examination of characteristics which should be prioritized and characteristics that should serve as preferences. The attached memo (Exhibit A) is a summary of these discussions as understood by Community

Development staff.

Exhibit A also includes a follow-up on two requests noted during the joint study session. These requests include:

- 1) Research projects of similar scale that have been successful in other jurisdictions.
- 2) Develop a site plan to easily identify constraints/dimensional standards specific to the 1st and Pine properties.

Financial Impact:

None

Budget Adjustment: No

Attachments:

1. Exhibit A - City Council AHC Joint Study Session Memo



COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St., Ellensburg WA 98926

Land Use Permitting (509) 962-7231

comdev@ci.ellensburg.wa.us

Construction Permitting (509) 962-7239

permits@ci.ellensburg.wa.us

Date: 11/14/2023

To: Ellensburg City Council and the Affordable Housing Commission

Subject: Summary Memo from the 11/6/2023 Joint Study Session – 1st and Pine Discussion

Good afternoon,

Thank you to all that attended the joint study session on Monday, November 6. This memo is intended to summarize prominent elements of the discussion to assess future development proposals for the 1st and Pine properties. The purpose of the study session was to provide guidance to the Affordable Housing Commission to utilize during review of future proposals and ensure that the proposals brought before City Council reflect the characteristics desired for the 1st and Pine properties.

Four items were noted under the terms section of our work board. This section indicates the primary considerations for future proposals and include:

1) Multifamily style

-The City of Ellensburg has been falling short of the 281 annual units necessary to address current needs and anticipated growth. Multi-family units are the fastest and most cost-effective way to increase housing units to meet this demand.

2) Adequate parking plan

-The 1st and Pine property is approximately ½ acre. Any residential development of these properties will have to meet City parking standards. Due to the modest size of the site and a desire to maximize density, parking will be an important consideration for any proposal and should be addressed early in the project review process to ensure the feasibility of the project.

3) Demonstration of financial means to execute the proposal

-An important element of any development proposal's feasibility is the financial assurances that are in place. A proposal that can demonstrate existing financial commitments/ assurances should be given priority in utilizing the 1st and Pine surplus properties for affordable housing development.

4) A reasonable timeline for completion

-The 1st and Pine properties were declared as surplus by the City for affordable housing purposes on October 18, 2021. More than 2 years later and following termination of the contract for the previously proposed project, the City has a strong desire to see these properties utilized for affordable housing purposes. Timelines that expedite these goals should receive primary consideration.

In addition to the terms section, there was a discussion regarding preferences. These are items that, while not necessary, should be considered favorably when included in a development proposal. These items include:

1) Accessible units (universal design, ADA, other accessibility elements)

-Any multi-family development will require an ADA/accessibility component, however, due to the established need for affordable housing in the 62+ age demographic expressed in the Housing Action Plan's needs assessment, consideration of a development's specific accessibility levels was described as a preference item.

2) Proposals that maximize density

-Since the adoption of the Housing Action Plan in 2021, current development levels have fallen well short of the 281 units needed annually to meet projected growth. Proposals that maximize density are very important to begin establishing annual development levels that are more consistent with this need.

3) Proposals that account for livability (green space, resident amenities, etc.)

-In addition to maximizing density, the Council expressed a desire to consider items that promote quality of life. Green space serves as a benefit to residents of the development as well as providing aesthetic benefits to the neighborhood. Green space and other resident amenities that promote quality of life should be considered.

4) Studio and 1-bedroom units

-The Housing Action Plan describes a primary need for housing units that suit single adults of all ages. A focus on studio and one-bedroom units will directly address this need and should be a consideration for development proposals.

5) Proposals that maximize affordability timeline commitments.

-Several subsidized developments in the City of Ellensburg are closely approaching subsidy expiration timelines. This will result in a loss of requirements to maintain unit costs below market rate. It is likely that this will result in higher rental costs, which may significantly impact cost burdened individuals/families and could even price them out of the market. Longer affordability commitments provide more value and predictability to the cost burdened community.

During the joint study session, City Council and the Affordable Housing Commission expressed a desire for staff to provide more information on the following topics:

- 1) Research affordable housing projects of a similar scale that have been successful in other jurisdictions.
 - a. Staff will begin research to identify successful projects in other jurisdictions of a similar scale.
- 2) City Council and the Affordable Housing Commission expressed a desire for staff to develop a site plan that demonstrates specific site constraints such as streetscape and dimensional standard requirements to assist developers in understanding the development context of the site.
 - a. Staff will begin work on developing a site plan and any additional documentation that can serve to provide this context to potential developers.

Recommendations and Next Steps

Community Development staff recommend that City Council approve the general guidance listed above and instruct staff to forward these recommendations to the Affordable Housing Commission to utilize in review of future development proposals for the 1st and Pine properties.

Upon the Affordable Housing Commission receiving this guidance, Community Development staff will initiate the application process which will include:

- Request for proposals (RFP)
- Preliminary staff review of proposals
- AHC review of proposals and recommendations to City Council
- City Council general design and conditional approval
- Develop Affordable Housing Agreement for selected project
- Monitor project progress and agreement benchmarks

City staff are committed to supporting the City Council and the Affordable Housing Commission in the goal of providing more affordable housing options in Ellensburg. We appreciate the opportunity to help facilitate these processes and look forward to achieving successful results. We will update the City Council and the Affordable Housing Commission on the research items noted above as we complete them.



Jeremy Johnston
City of Ellensburg Planning Manager



Meeting Date: November 20, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Adoption of Rotary Park Master Plan
Submitted by: Brad Case, Parks & Recreation Director
Department: Parks & Recreation

Suggested Motion/Action:

Move to adopt the proposed Rotary Park Master Plan update.

Background/Summary:

An updated Rotary Park Master Plan is presented to the Council for consideration. The need for the plan update mainly stems from the desire to build a large indoor recreation facility, estimated between 100,000-150,000 square feet, in Rotary Park. The proposed park plan was developed by Bruce Dees & Associates, the same firm that developed the 2002 park plan and the 2013 park plan update.

Previous Council Action:

The original park plan was adopted by the Council in 2002, the plan was updated again in 2013 when 30 acres of park land was added to the original 72 acre park.

Analysis:

The planning process for the update included two stakeholder meetings, which consisted of organizations who currently use Rotary Park for their programs, as well as organizations who may wish to use Rotary Park in the future. The programs represented in the stakeholder meetings included: youth baseball/softball, youth soccer, school district athletics, disc golf, riding railroad, running, youth rugby, and pickleball. Invites were sent to additional user groups who declined to participate, stating that they do not have any additional needs at Rotary Park. A community online survey was also advertised to the community asking for feedback on what people like about the park, what things people would change about the park, and what amenities the community would like to see added to the park. Notices of the survey were mailed to addresses in the West Ellensburg neighborhood. There were 478 responses to the survey. Many of those responses reflected the need for additional parking, with people commenting that there isn't enough parking to accommodate a single event like a large baseball tournament, let alone multiple events taking place at the same time. Many people commented about the need for additional restrooms, field lights, a large splash pad, additional walking paths and more children's playground areas. Neighbors who live in the West Ellensburg neighborhood voiced concerns over the location of the existing dog park and would prefer that it be relocated to the southern edge of the park away from the residences. Rather than move the park, a large tree grove was added between the off-leash park and the neighborhood to mitigate noise.

The proposed plan includes field lights and field turf infields at all the baseball/softball fields,

a turf soccer field, a fieldhouse, 1,110 additional parking stalls in the southeast corner of the park, a riding railroad, a splash pad, additional picnic shelters and playground areas, soft surface perimeter trail, disc golf area, 6 new restrooms, 8 new pickleball courts at West Ellensburg Park, and three new youth baseball/softball fields. A new access road into the park is also being planned off Anderson Road.

At their November 8, 2023 meeting, the Parks & Recreation Commission unanimously passed a motion recommending the plan to City Council for approval with the condition that additional analysis should be performed measuring the environmental and health impacts of the turf soccer fields and baseball/softball infields.

Financial Impact:

There is no fiscal impact related to this action.

Budget Adjustment: No

Attachments:

1. 10-25-23 Master Plan Draft Final

Rotary Park Master Plan

West Ellensburg, Washington

October 25, 2023



Parking Totals

- Existing Parking Stalls 383
- NEW Parking Stalls 1,110
- Possible Total Stalls 1,493

Existing Multi-Use Fields

- Open grass lawn area - Irrigated
- Can be striped for multiple sports field options/quantities

- NEW Concessions & Restroom Building
- Existing Flag Pole & Donor Plaza
- NEW Equipment Storage Building

NEW Multi-Use Field

- Lifted Synthetic Turf Surface
- Striped for 225' x 336' Soccer Field
- Can be striped for multiple other field options/quantities

Baseball / Softball Field

- Existing Backstop with NEW Fenced Plaza
- NEW Lifted Synthetic Turf Infield (Baselines to 90')
- 300' Outfield rise can be varied w/portable, temporary fencing

Softball Complex

- 4 Softball Fields (Fenced 300' outfields)
- Fields 1 & 2 are Existing, Fields 3 & 4 are NEW
- NEW Field Lighting (Irrigated Outfields)
- NEW Synth. Turf Infields (Baselines to 90')
- NEW Restroom / Concessions Building

- NEW Soft-Surface Perimeter Loop Trail (1.72 miles)

Disc Golf Area

- 18 Holes on Varied Terrain

- Maintenance Yard
- NEW Fitness Hill (10' high)
- NEW Picnic Shelter
- NEW Parking (32 Stalls)
- NEW Soft-Surface Perimeter Loop Trail (1.72 miles)

Existing Off-Leash Park Areas

- Separate Fenced Large / Small Animal Areas with Controlled Access Gates
- Existing Shade Shelters in each area
- NEW Restroom Building
- NEW Picnic Shelter (typical)
- Existing Parking (383 Stalls)

Existing Mountain Bike Skills Course

West Ellensburg Park

- Existing Picnic Shelter
- Existing Playground
- Existing Pickleball Courts (4) with NEW Court Lighting
- NEW Pickleball Courts (8) with Court Lighting

Existing Sigler Field

- NEW Synth. Turf Infield (90' Baselines)
- NEW Field Lighting

- NEW Restroom / Concessions Building
- NEW Passenger Drop-Off Lane Area

Existing Rugby Field

- Existing Greear Field
- NEW Synth. Turf Infield (90' Baselines)
- NEW Field Lighting

- Emergency Access (Secondary Gated Entrance)
- NEW Picnic Shelter (typical)
- NEW Parking (NEW 330 stalls)
- NEW Parking (EW 688 stalls)
- NEW Soft-Surface Perimeter Loop Trail (1.72 miles)



NEW Youth Baseball Fields

- 3 Fields (Fenced 250' outfields)
- Field Lighting (Irrigated Outfields)
- Synth. Turf Infields (Baselines to 70')
- Restroom / Concessions Building

NEW Riding Railroad Area

- Approximately 4.0 Acre Space
- 7.5' Gauge Railroad Track
- 1/8 Scale Historic Buildings

NEW Grasscrete Area

- Farmer's Market Space
- Tournament Host RV Space
- Temporary Overflow Parking

Existing Youth Baseball Fields

- 4 Lifted Fields (Fenced 200' outfields)
- Existing Field Lighting (Irrigated Outfields)
- NEW Synth. Turf Infields (Baselines to 70')
- Existing Restroom / Concessions Building

NEW Field House

- Multi-sport capable
- 100,000 to 150,000 square feet
- Passenger Drop-Off Lane Areas

Primary Park Entry

- Via Anderson Road
- 30' road width
- Pedestrian Access





Meeting Date: November 20, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Council Funded Grant Program - 2024 Grant Awards (Public Comment Opportunity)
Submitted by: Cynthia LaChappelle-Mathis, Executive Assistant
Department: City Manager

Suggested Motion/Action:

Move to authorize the 2024 grant funding distributions in the amount of \$66,725.24 for the Community Grants, Parks Partnership Program, Historic Preservation Grants, and Water Quality Grants.

Background/Summary:

The City Council Subcommittee, Parks and Recreation Commission, Landmarks and Design Commission and Environmental Commission solicited and received grant applications for each of their respective programs by the August 31, 2023, advertised deadline. Each commission reviewed the project requests against the eligibility requirements and have recommended awards for the Council's consideration.

Per Resolution 2018-32, Council set funding limits for each program as follows:

- Council Community Grants - 0.3% of annual sales tax revenue (April 2022-2023) – \$18,908.62
- Parks Partnership Program - 0.3% of annual sales tax revenue (April 2022-2023) – \$18,908.62
- Historic Preservation - 0.3% of annual sales tax revenue (April 2022-2023) – \$18,908.62
- Water Quality Grant Program – annual stormwater revenue - \$10,000

Previous Council Action:

N/A

Analysis:

Attached is a spreadsheet as well as memos showing the recommendations for the four programs. The recommendations from the Council Subcommittee (\$18,908.00), the Parks Partnership Program (\$18,908.62), Historic Preservation (\$18,908.62), and the Environmental Commission (\$10,000.00), totaling \$66,725.24.

Financial Impact:

The 2024 budget includes \$66,725.86 for the four grant programs.

Budget Adjustment: No

Attachments:

1. 2024 Council Funded Grants
2. 2024 Park Partnership Funding Allocation
3. Memo for CC _Water Quality Grants 2024
4. Memo for CC Hist Pres Grants 2024

2024 COUNCIL FUNDED GRANT PROGRAMS

COMMUNITY GRANTS

Applicant	Request	Award
APOYO	\$2,000.00	\$2,000.00
Court Advocates for Children (CASA)	\$5,500.00	\$4,000.00
HopeSource	\$2,500.00	\$2,500.00
Josie's Misfit Ranch	\$3,800.00	\$2,800.00
Kittitas County Friends of Animals (KCFOA)	\$2,800.00	\$2,800.00
Northwest Expressive Arts Response (NEAR)	\$2,500.00	\$2,500.00
Valley Play Museum	\$15,000.00	\$2,308.00
TOTAL	\$34,100.00	\$18,908.00

HISTORIC PRESERVATION

Applicant	Request	Award
Chris Gough - Shoudy House Repair Work	\$6,000.00	\$6,000.00
Richard Mack - IOOF Lodge Windows	\$11,760.00	\$11,760.00
Jodi Polak - Lyons Block	\$17,500.00	\$1,148.62
Joe Chanes - Mural Restoration	\$18,908.62	\$0.00
TOTAL	\$54,168.62	\$18,908.62

PARK PARTNERSHIPS

Applicant	Request	Award
Kittitas Valley Healthcare - Splash Pad Feasibility	\$10,000.00	\$10,000.00
The Ellensburg Pickleball Club (EPiC)	\$17,900.00	\$7,408.62
Wippel Community Garden	\$1,500.00	\$1,500.00
TOTAL	\$29,400.00	\$18,908.62

WATER QUALITY

Applicant	Request	Award
Mid-Columbia Fisheries: Adopt a Stream and Backyard Buffer Program	\$10,000.00	\$10,000.00
TOTAL	\$10,000.00	\$10,000.00

Memorandum

Date: October 23, 2023
To: Cyndi LaChappelle-Mathis, Executive Assistant to the City Manager
From: Brad Case, Parks & Recreation Director 
Subject: Park Partnership Grant Awards

The City received three proposals through the 2024 Park Partnership program. This year's program has \$18,908.62 available, the three projects requested a total of \$29,400.00.

At their October 11, 2023 meeting the Parks & Recreation Commission heard the following three Park Partnership proposals:

- Splash Pad Feasibility and Design - Acknowledging the need for as many options as possible for children and families to have healthy recreational activities, Kittitas Valley Healthcare is proposing to execute a feasibility study and design work necessary to move towards the instillation of a splash pad at a city owned park. During the grant period, KVH will hire a consultant to complete the study and the design work. Additionally, KVH will seek partnerships, community buy in, and grant and other capital funding opportunities to complete construction of the project. Funding request of \$10,000.00
- The Ellensburg Pickleball Club (EPiC) project calls for 1) Repairing cracks and resurfacing the West Ellensburg courts; 2) Adding more wind screens to the chain link fencing, completing the park partnership project started in 2023; 3) Adding benches at the West Ellensburg courts; 4) Purchasing a storage shed/container for the West Ellensburg Park courts. Funding request of \$17,900.00.
- Wippel Community Garden - Preparing the Wippel Community Garden for first full operating year by providing safe accessible garden hose storage, five more elevated ADA raised beds, and wooden sideboards to hold staged bulk material: gravel/wood chip/soil. Funding request of \$1,500.00.

A motion was passed recommending the following funding allocation:

Project	Recommended Funding Amount
Community Garden	\$1,500.00
KVH Splash Pad Feasibility	\$10,000.00
Ellensburg Pickleball Club	\$7,408.62



COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St, Ellensburg WA 98926

MEMO

MEETING DATE: November 20, 2023

TO: City Council

FROM: Laura Wilson, Planner

RE: **2024 Water Quality Grant Program**

RECOMMENDATION:

After careful review of the single submitted grant application, the Environmental Commission agreed upon the following recommendation to Council for the 2024 Water Quality Grant program:

<u>Total Available: \$10,000</u>	<u>Request</u>	<u>Award Recommendation</u>
Mid-Columbia Fisheries: Adopt a Stream and Backyard Buffer Program	\$10,000	\$10,000

BACKGROUND:

At the regularly scheduled Environmental Commission meeting, on Wednesday, December 18, 2023, Mid-Columbia Fisheries presented their grant proposal for the 2024 Adopt a Stream and Backyard Buffer Program. Commissioners carefully reviewed the application, asked the applicant questions, accepted public comment from DEI Commissioner Hoefer, and discussed their recommendation.

The commissioners decided to fully fund Mid-Columbia Fisheries 2024 Adopt a Stream and Backyard Buffer Program.

PROPOSALS:

- 1) Grant application received on 8/28/23, from Landon Shaffer. The grant request is to assist in funding Adopt a Stream and Backyard Buffer volunteer events for Mid-Columbia Fisheries. The events support 11 community groups who have assumed stewardship of 5.2 miles of stream in Ellensburg. The activities range from stream clean-up, monitoring stream condition, and stream riparian buffer planting. The overall

goal of the Ellensburg Adopt a Stream and Backyard Buffer program is to improve water quality and habitat by involving community members in protecting and restoring urban streams.



**COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St, Ellensburg WA 98926**

MEMO

MEETING DATE: November 20, 2023

TO: City Council

FROM: Stacey Henderson, Senior Planner – Historic Preservation

RE: **2024 Historic Preservation Grants Program**

RECOMMENDATION:

After careful review of each of the (4) grant applications, the Landmarks and Design Commission agreed upon the following recommendation to Council for the 2024 Historic Preservation Grant program:

<u>Total Available: \$18,908.62</u>	<u>Request</u>	<u>Award Recommendation</u>
Chris Gough- Shoudy House Repair Work:	\$6,000	\$6,000
Richard Mack- IOOF Lodge Windows:	\$11,760	\$11,760
Jodi Polak- Lyons Block:	\$17,500	\$1,148.62
Joe Chanes- Mural Restoration:	\$18,908.62	\$0

BACKGROUND:

At the regularly scheduled Landmarks and Design Commission meeting, on Tuesday, October 17, 2023, four grant proposals were presented by the applicants to the commission for the 2024 Historic Preservation Grant cycle. Commissioners carefully reviewed each application, asked the applicants questions, accepted public comment, and discussed their recommendation.

Ultimately, the commissioners decided that although all four proposals are worthy projects, the Shoudy House and IOOF lodge are more urgent in nature, and to be able to fully fund these requests will help these projects move forward as soon as possible.

PROPOSALS:

- 1) Grant application received on 8/31/23, from Chris Gough. The grant request is for work at 309 W 5th Ave, the Historic Shoudy House (built ca. 1892), which is individually listed on the National Register of Historic Places. The applicant requested funds to help offset

the cost of repairing the extensive water damage that occurred upstairs due to a leaky roof. Proposed work also includes repairing and replacing four windows and the back door. The applicant requested \$6,000, have contributed \$1,500 cash, plan \$1,000 in-kind, and \$480 in cash from other sources, for a total project cost of \$8,435.44.

- 2) Grant application received on 8/31/23 from Joe Chanes, representing The Ellensburg Downtown Association. The applicant requested funds to help offset the cost of restoring a historic downtown mural. The mural is located on the historic Kleinburg building, at 307 N. Pearl Street, within the Ellensburg Downtown National Register and Local Landmarks districts. The proposed restoration plan is already approved by the Arts Commission (5/11/23) and the Landmarks and Design Commission (7/5/23). The applicant requested the full \$18,908.00, have paid \$1,479 to date to the artist, and is TBD on other funding sources, with an estimated total project cost of \$48,900.00.
- 3) Grant application received on 8/30/23 from Richard Mack, on behalf of the Independent Order of Odd Fellows. The grant request is for work at 307 North Pine St, the historic IOOF lodge (built ca. 1911), which is a historic contributing building located within the Ellensburg Downtown National Register District and Local Landmarks District. The applicant requested funds to repair and repaint the historic wood windows, and obtained an approved Certificate of Appropriateness for this proposed work at the October 3, 2023 LDC meeting. The applicant requested \$11,760, have provided \$500 in cash, and will match \$4,390 in-kind, for a total project cost of \$16,550.
- 4) Grant application received on 8/31/23, from Jodi Polak. The grant request is for proposed work at 300 N Main Street, the historic Lyons Block, which is listed as a compatible building located within the Ellensburg Downtown National Register Historic District and Local Landmarks District. The applicant requested funds to help offset the cost of replacing the existing single pane storefront windows and door along the front of their building. The applicant requested \$17,500, have provided \$2,391.40 in cash, and will match \$570 in-kind, for a total project cost of \$20,461.40.



Meeting Date: November 20, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Citizen Comment on Non-Agenda Issues Discussion
Submitted by: Heidi Behrends Cerniwey, City Manager
Department: City Manager

Suggested Motion/Action:

This item is for discussion purposes only.

Background/Summary:

On Monday, November 6, 2023, the Ellensburg City Council meeting was the target of hate speech by online participants using fake names.

Previous Council Action:

The City Council has adopted "City Council Rules of Procedure", most recently updated by Resolution 2023-29 on November 6, 2023, which include rules for meeting participants.

Analysis:

The Municipal Research and Services Center (MRSC) published guidance on addressing hate speech during public meetings (link below):

[MRSC - When Hate Comes to Town: Addressing Racist and Anti-Semitic Public Comment at Meetings](#)

This item is reserved for a discussion on concerns around rules and procedures for public comment on non-agenda items and potential changes to policies that govern Council meetings.

Financial Impact:

None at this time.

Budget Adjustment: No

Attachments:

1. Council Rules and Procedures (11-6-23)

RESOLUTION NO. 2023-29

A RESOLUTION relating to the Ellensburg City Council, replacing the Rules and Procedures for the Ellensburg City Council, and repealing Resolution No. 2022-45.

WHEREAS, Resolution 2022-45 updated the "Rules and Procedures for the Ellensburg City Council" (Council Rules); and

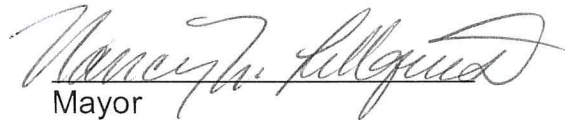
WHEREAS, the City Council has determined the Council Rules should again be updated;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ellensburg, Washington, as follows:

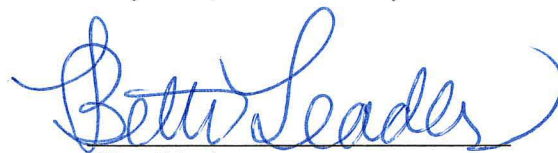
Section 1. This Resolution supersedes and replaces City Council Resolution No. 2022-45, which is hereby repealed.

Section 2. The Rules and Procedures for the Ellensburg City Council, attached to this Resolution, are hereby adopted and are effective immediately upon passage of this Resolution.

ADOPTED by the City Council of the City of Ellensburg this 6th day of November, 2023.


Mayor

Attest:


City Clerk

**City of Ellensburg
City Council Rules of Procedure
November 6, 2023**

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1. General Rules

1.1 Authority. The Ellensburg City Council hereby establishes the following procedures for the conduct of Council meetings, proceedings, and business. These procedures shall be in effect upon adoption by the Council and until such time as they are amended or new procedures are adopted in the manner provided in these rules.

1.2 Meetings to be Public. The meetings of the Council shall be open to the public with the exception of executive or exempt sessions for certain limited topics (as defined in Chapter 42.30 RCW). The Council minute book shall be open to public inspection.

1.3 Quorum. A majority of four councilmembers shall be required to be in attendance to constitute a quorum at any regular or special meeting of the Council. In the absence of a quorum, the Mayor or Mayor pro tempore, at the instance of any three (3) members present, may compel the attendance of absent members.

1.4 Roll Call - Absences. Before proceeding with the business of the Council, the City Clerk or his or her deputy shall call the roll of the members, and the names of those present shall be entered in the minutes. A Councilmember may be excused from the meeting by contacting the Mayor prior to the meeting and stating the reason for his or her inability to attend the meeting. If the Councilmember is unable to contact the Mayor, the Councilmember shall contact the Mayor pro tempore, the City Clerk or Deputy City Clerk, who shall convey the message to the Mayor. The Mayor shall inform the Council of the Councilmember's absence, state the reason for such absence and inquire if there is a motion to excuse the member. Upon passage of such motion by a majority of Councilmembers present, the absent Councilmember shall be considered excused and the Clerk will make an appropriate notation in the minutes. If the motion is not passed, the Clerk will note in the minutes that the absence is unexcused.

1.5 Records of Council Proceedings. The City Clerk shall record all business transacted at a Council meeting. In recording Council minutes, the Clerk, in addition to the names of the Councilmembers in attendance, shall record the names of all city officials or employees in attendance at the Council meeting and all persons who

have addressed the Council.

1.6 **Right of Floor.** Any Councilmember desiring to speak shall be recognized by the presiding officer and shall confine his or her remarks to one subject under consideration or to be considered. Minutes of all proceedings of the Council shall be kept by the City Clerk and shall be entered in a book constituting the official record of the Council.

1.7 **Remote Attendance.** Councilmembers may appear at a Council meeting via video conferencing or telephone ("remote attendance") when approved by the Mayor or Mayor pro tempore, or if remote attendance is required by reason of legislative or governor's proclamation/order, or other emergency order enacted by Council. Councilmembers attending remotely must keep their video camera turned on during the meeting unless they are unable to do so because of technical infeasibility (e.g., poor or no internet connection, no video camera available, etc.).

1.8 **Rules of Order.** *Robert's Rules of Order Newly Revised* shall be the guideline procedures for the proceedings of the Council. If there is a conflict, these rules shall apply.

2. Types of Meetings

2.1 Regular Meetings. The City Council shall hold regular meetings on the first and third Mondays of each month at 7:00 p.m. and will adjourn no later than 11 p.m. To continue past this time of adjournment, a majority of the Council must concur. If the day fixed for any regular meeting of the Council falls upon a day designated by law as a legal or national holiday, such meeting shall be held at the same hour on the next succeeding day not a holiday. The Council may reschedule regular meetings to a different date or time by motion. The location of the meetings shall be the Council Chambers at City Hall, 501 N. Anderson Street, unless specified otherwise by a majority vote of the Council, legislative proclamation, governor's proclamation/order, or other emergency order. All regular and special meetings shall be public.

2.2 Special Meetings. The City Clerk, upon request of the Mayor or by a majority of the Council shall call special meetings of the Council for the purpose of conducting official action. Notice shall be given at least 24 hours in advance as required by RCW 42.30.080. Notice may be provided to each member of the Council by telephone, e-mail, regular mail or otherwise, of the special meeting.

2.3 Study Session and Workshops. The Council may meet informally in study sessions and workshops (open to the public), at the call of the Mayor or by a majority of the Council, to review forthcoming programs of the city, receive progress reports on current programs or projects, receive other similar information from city department heads or conduct procedures workshops, provided that all discussions and conclusions thereon shall be informal and do not constitute final action of the Council.

2.4 Emergency Meetings. An emergency meeting is a Special Council meeting called without 24-hour notice. An emergency meeting deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage ~~when~~ time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the Mayor as provided by RCW 42.30.070. The Council minutes will indicate the reason for the emergency.

2.5 Executive Sessions. An executive session is a Council meeting that is closed except to the Council, City Manager, City Attorney and authorized staff members and/or consultants authorized by the Mayor. The public is restricted from attendance. Executive sessions may be held during Regular or Special council meetings and will be announced by the Mayor.

a. Executive Session subjects are limited to matters authorized pursuant to Ch. 42.30 RCW, including but not limited to considering real property acquisition and sale, public bid contract performance, complaints against public officers and employees, public employment applications and public employee evaluation, elective office appointments, and attorney-client discussions regarding agency enforcement actions, litigation, or threatened litigation.

b. Before convening in executive session, the Presiding Officer shall publicly announce the purpose for excluding the public from the meeting place, the anticipated time when the executive session will be concluded, and whether any action is anticipated to be taken following the executive session. Should the executive session require more time, a public announcement shall be made extending the meeting for a time certain. Should the executive session end prior to the time specified, Council may reconvene to formally adjourn, if appropriate. If action is required, the Council may not take action until the specified time has lapsed.

c. At the conclusion of the executive session, if appropriate, the public meeting will reconvene to formally adjourn the meeting, for taking action on the item resulting from the executive session if properly noticed, or to continue the meeting.

2.6 Council Contact Outside an Official Meeting. Generally, Councilmembers have the same freedoms of association as any other citizen. Councilmembers must take great care when present at the same social, unofficial functions, or in any public setting to refrain from engaging in any activity which could be interpreted as de facto deliberation or action on a matter of city business.

3. Conduct of Meetings

3.1 **The Mayor – Election.** The Mayor shall act as the presiding officer of the Council and shall be elected biennially at the first meeting of a new Council by the members from their membership, or otherwise when there is a vacancy in the position. The Mayor shall assume the chair immediately after his or her election. In the absence of the Mayor, the Mayor pro tempore shall act as the presiding officer. In the absence of both the Mayor and Mayor pro tempore, the Council shall elect a presiding officer to preside over the meeting or to act for the Mayor in his or her absence.

3.2 **Call to Order.** The presiding officer shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the Council to order. In the absence of the Mayor and the Mayor pro tempore, the City Clerk or his or her assistant shall call the Council to order, whereupon a temporary presiding officer shall be elected by the members of the Council present. Upon the arrival of the Mayor or Mayor pro tempore, the temporary presiding officer shall immediately relinquish the chair upon the conclusion of the business immediately before the council.

3.3 **Preservation of Order.** The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Council, as set forth by Rules 6 and 7. The presiding officer may request the Sergeant-at-Arms to enforce actions consistent with this rule pursuant to Rule 7.4.

3.4 **Points of Order.** The presiding officer shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be "Shall the decision of the Presiding Officer be sustained?"

3.5 **Questions to be Stated.** The presiding officer shall state every question coming before the Council, announce the decision of the Council on all subjects and decide all questions of order, subject to, however, to an appeal to the Council, in which event a majority vote of the Council shall govern and conclusively determine such question of order. A roll call vote may be taken on any question.

3.6 **Mayor – Powers.** The Mayor shall vote on all questions, his or her name being called last. He or she shall sign all ordinances and resolutions adopted by the

Council during his or her presence. In the event of the absence of the Mayor, the Mayor pro tempore or presiding officer shall sign ordinances or resolutions as then adopted.

3.7 **Reading of Minutes.** Unless a reading of the minutes of a Council meeting is requested by a member of the Council, such minutes may be approved without reading if the Clerk has previously furnished each member with a copy of the minutes.

4. Order of Business and the Agenda. All meetings of the Council shall be open to the public. Promptly at the hour specified herein on the date of each regular meeting, the members of the Council, the City Clerk, City Attorney, and City Manager shall be present for the meeting and the business of the Council shall be taken up for consideration and disposition in the following order:

4.1 Flag Salute.

4.2 Call to Order - Roll Call. The presiding officer calls the meeting to order and will announce the attendance of Councilmembers, indicate any Councilmember who is not in attendance and whether the Councilmember has requested an excused absence. Excused absences will be handled as stated in Rule 1.4.

4.3 Proclamations. A proclamation is defined as an official announcement made by the Mayor. It is the policy of the City Council for the Mayor to consider requests to proclaim certain events or causes when such proclamations pertain to a City of Ellensburg event, person, organization, or cause with local implications. The Mayor will consider requests that are timely, have potential relevance to the Ellensburg community, and either forward positive messages and/or call upon the support of the community. The Mayor will choose proclamations to read at a Council meeting subject to the following guidelines. The Mayor may act on requests for proclamations without a vote of the City Council. In addition:

a. The person(s) or organization making the request must submit a completed Application Requesting a City Proclamation and submit a copy of the proposed Proclamation to the City Clerk's office at least thirty calendar days before the proclamation is desired.

b. The sponsor must be a city resident.

c. Proclamations must have citywide significance and demonstrate relevancy to Ellensburg.

d. Proclamations should have a positive message and should not promote political, ideological or religious positions.

e. The Mayor shall not recognize groups or individuals who seek economic benefit by endorsement or for-profit commercial events or endeavors.

f. The City retains the right to modify, edit, or otherwise amend the proposed proclamation to meet its requirements, needs, or policy determinations. The proclamation shall not exceed one page of text.

g. The Mayor may consult with City Boards, Commissions or other subject matter experts when considering appropriate proclamation language.

h. The Mayor retains the right to limit the number of proclamations at a City Council meeting.

i. The Mayor, in consultation with the City Manager and City Attorney, will determine if the proposed proclamation meets the intent of this policy

4.4 Awards and recognitions.

4.5 Approval of regular agenda.

a. The presiding officer may, with the concurrence of the Councilmembers by majority vote, take agenda items out of order. The agenda may be amended upon majority vote of the Councilmembers.

b. Because adoption of any item on the consent agenda, as provided in Rule 4.6, implies unanimous consent, any member of the Council shall have the right to remove any item from the consent agenda. Therefore, prior to the vote on the motion to adopt the regular agenda, the presiding officer shall inquire if any Councilmember, or any member of the public with concurrence of a Councilmember wishes an item to be withdrawn from the consent agenda. If an item is withdrawn, it shall be placed at an appropriate place on the regular agenda for the current or a future meeting, to be followed by a motion to approve the regular agenda, as amended, by the item's removal from the consent agenda.

4.6 Consent agenda. The consent agenda is designed to contain items which are of a routine and non-controversial nature, including, but not limited to the following: minutes from Council, commission, and committee meetings; excused absence requests from Councilmembers; letters of resignation; approval of appropriations;

resolutions which do not involve significant policy issues; routine contracts; labor agreements; and certain administrative actions, such as consideration of banner requests and such other items as may be requested for inclusion by Council or by the City Manager and approved by Council. Any and all items on the consent agenda are approved by single motion and vote of the City Council.

4.7 Petitions, protests, and communications.

4.8 Citizen comment on non-agenda issues.

4.9 Business requiring public hearings.

4.10 Introduction and adoption of resolutions and ordinances.

4.11 Unfinished business.

4.12 New business.

4.13 Miscellaneous.

4.14 Executive session.

4.15 Adjournment. The presiding officer shall adjourn Council meetings upon the conclusion of the agenda.

5. Agenda Preparation

5.1 Preparation. The City Clerk will prepare an agenda packet for each Council meeting and work session specifying the time and place of the meeting and setting forth a brief general description of each item to be considered by the Council. The agenda is subject to review and approval by the City Manager and Mayor (or Mayor pro tempore when acting in the absence of the Mayor), either of whom may add or delete any proposed agenda item for reasons of ensuring council meeting efficiency or for reasons that are in the best interests of the City.

5.2 Placement of Agenda Items. An item may be placed on a Council meeting agenda by any of the following methods: 1) approval of the City Manager; 2) approval of the Mayor; 3) upon request of any Councilmember prior to preparation of the agenda; or 4) upon request of any Councilmember and approval by majority vote during the Councilmember Reports portion City Council meetings, in which case the item shall be placed on the agenda for the next regular Council meeting.

5.3 Completion. Agenda items will be completed by the appropriate City department staff and submitted to the City Clerk for finalizing by 10 a.m. on the Wednesday prior to the following Council meeting. The "agenda report" form will be used for all items submitted for a meeting agenda of committees, regular or special meetings, and work sessions.

5.4 Availability. An agenda shall be prepared and provided to the Council and available to the public on the Thursday prior to each meeting. Public availability shall include posting on the City website, distribution by email to an established mailing list and copies provided in the City Hall and Ellensburg Public Library lobbies.

5.5 Agenda Retention. The City Manager will prepare and keep current a calendar of agenda items for all Council regular and special meetings, work sessions, and committee meetings.

6. Comments and Debates of the Council

6.1 **Rules of Debate.** Presiding Officer May Debate and Vote. The Mayor, or such other member of the Council as may be acting as presiding officer, may move, second and debate from the chair, subject only to such limitations of debate imposed by these rules on all members. Neither the Mayor nor any Councilmember shall be deprived of any of the rights and privileges of a Councilmember by reason of his or her acting as the presiding officer.

6.2 **Getting the Floor – Improper References to be Avoided.** Every Councilmember desiring to speak shall address the presiding officer and, upon recognition, shall confine his or her comments to the question under debate, avoiding all personalities and indecorous language.

6.3 **Interruptions.** A Councilmember, once recognized, shall not be interrupted when speaking unless it is to call him or her to order, or as herein otherwise provided. If a Councilmember, while speaking, is called to order, he or she shall cease speaking until the question of order is determined, and, if in order, he or she shall be permitted to proceed.

6.4 **Courtesy.** All staff and Councilmembers during the discussion, comments, or debate of any matter or issue, shall address their remarks to the presiding officer, be courteous in their language and deportment, and shall not discuss or comment on personalities, or indulge in derogatory remarks or insinuations in respect to any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are germane and relevant to the question or matter under discussion.

6.5 **Privilege of Closing Debate.** The Councilmember making the motion shall have the privilege of closing the debate.

6.6 **Motion to Reconsider.** A motion to reconsider must be made by a person who voted with the majority on the principal question and must be made at the same or succeeding regular meeting. It may be seconded by any member and may be made at any time and have precedence over all other motions or while a member has the floor

and shall be debatable. Nothing herein shall be construed to prevent any member of the Council from making or remaking the same or any other motion at a subsequent meeting of the Council.

6.7 Remarks of Councilmember – When Entered in Minutes. A

Councilmember may request, through the presiding officer, the privilege of having an abstract of his or her statement on any subject under consideration by the Council entered in the minutes. If the Council consents to the request, the statement shall be entered in the minutes.

6.8 Synopsis of Debate – When Entered in Minutes. The Clerk may be directed by the presiding officer, with consent of the Council, to enter a synopsis of the discussion on any question coming before the Council into the minutes.

7. Duties and Privileges of Citizens

7.1 Meeting Participation and Addressing the Council. Members of the public are welcome at all Council meetings and are encouraged to provide comments and testimony on matters including agenda items, non-agenda items, and public hearings prior to the deliberations of the Council. Any person desiring to address the Council shall adhere to the rules below:

- a. 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.
- b. All remarks shall be addressed to the Council as a body and not to any individual member thereof. No question shall be asked of a Councilmember or staff except through the presiding officer.
- c. Prior to speaking, members of the public shall first obtain recognition by the presiding officer by raising their hand for in-person attendance and "virtual hand" if remotely attending the meeting, and once recognized shall state their name, whether they live in the City of Ellensburg, Kittitas County, or elsewhere, and whether they are speaking as an individual or in a representative capacity. An address may be required when providing public comment for specific instances when needed for staff to contact the speaker, such as public hearings.
- d. When addressing the Council, members of the public are urged to speak in an audible and articulate tone of voice for the record.

7.2 Public Comment on Matters Before the Council. Members of the public may address the Council on any matter which concerns the City's business or over which the Council has control during the comment portion of the agenda item subject to the following:

- a. Agenda Items.
 - 1. Members of the public may comment on items on the City Council agenda which are not adjudicatory or administrative in nature.

2. Members of the public shall limit their remarks to three (3) minutes unless additional time is granted by the presiding officer.

b. Non-Agenda Items.

1. Members of the public wishing to speak are requested to sign a register maintained by the City Clerk in advance of the Council meeting or raise their "virtual hand," as directed, if attending the meeting remotely.

2. Members of the public may address the Council on any matter not on the agenda which concerns the City's business or over which the Council has control.

3. Members of the public shall limit their remarks to three (3) minutes. Time may not be shared between members of the public in order to speak longer than three (3) minutes each.

4. No action will be taken by the Council at the meeting during which the subject is introduced.

c. Public Hearings.

1. For legislative hearings, any member of the public may comment or provide testimony.

2. For quasi-judicial or appeal hearings, comments will be limited to persons who participated in the proceedings prior to the City Council public hearing, as established by the record below.

3. Members of the public shall limit their remarks to five (5) minutes unless additional time is granted by the presiding officer.

d. "Out of Order" Comments and Enforcement. Any person engaging in conduct that disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting, including but not limited to: unduly repetitive or irrelevant remarks; use of intimidating, threatening, or abusive language; disobedience of an order to be seated or to discontinue further comments; and/or engaging in violent behavior, will be deemed out of order and may, at the discretion of the presiding officer or upon a majority vote of the Council, be removed from the Council Chamber and/or have his or her virtual

microphone muted.

7.3 Written Communications. Interested parties, or their authorized representatives, may address the Council through written communications, including email, in regard to matters under discussion. Communication should be directed to the City Clerk or to Councilmembers directly.

7.4 Designation of Sergeant-at-Arms. The presiding officer may designate the Chief of Police or such member of members of the Police Department as a Sergeant-at-Arms for the purpose of maintaining order and decorum at Council meetings. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meetings.

8. Council Actions. The following actions may be considered at Council meetings:

8.1 **Ordinances.** "Ordinances" are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance.

8.2 **Resolutions.** "Resolutions" are adopted to express Council policy or to direct certain types of administrative action. They have the same effect as a motion, but in a written form. A resolution may be changed by adoption of a subsequent resolution.

8.3 **Motions.** "Motions" are official Council actions which do not require prior documentation in writing. They often are the Council authorizing action (e.g., signing an agreement by the Mayor) or to provide direction to staff to prepare an item for future consideration.

8.4 **Protests of Council Action.** Any Councilmember shall have the right to have the reasons for his or her dissent from, or protest against, any action of the Council entered in the minutes.

9. Ordinances, Resolutions and Motions.

9.1 **Preparation of Ordinances.** All ordinances shall either be prepared by the City Attorney or submitted to the him or her for review prior to presentation to the Council.

9.2 **Prior Review by Administrative Staff.** All ordinances and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney and shall have been reviewed for administration by the City Manager or the Manager's authorized representative, where there are substantive matters of administration involved.

9.3 Introducing for Passage or Approval.

a. Ordinances, resolutions, and other matters or subjects requiring action by the Council must be introduced and sponsored by a member of the Council; provided, however, such items may be presented to the Council by the City Manager or City Attorney, or such City staff as may be designated by the City Manager. Any Councilmember may assume sponsorship of an item of business submitted by the City Manager or City Attorney by moving that it be introduced; otherwise, the item shall not be considered.

b. No ordinance shall be put on its final passage on the same day on which it was introduced unless this rule is waived as provided by Rule 9.7 and not otherwise prohibited by state law from final passage in a single meeting. Where such a motion to waive this Rule 9.3(b), as provided in Rule 9.7, is approved, the ordinance may then be adopted through a single reading followed by a roll call vote.

c. All ordinances shall have two separate readings, each of which readings may be accomplished by a reading of the title paragraph only: provided, however, any or all of the readings may be required to be accomplished by a reading of the full text of the proposed ordinance if the rules are waived as provided by Rule 9.7 to require such readings of the full text. When such a reading of the full text is required, upon a vote of a majority of the Council members present, it shall not be necessary to read excessive detail set forth in a particular ordinance, including but not limited to legal

descriptions of land areas, and in lieu thereof an oral statement summarizing the contents so omitted may be made by the presiding officer, or by the City Clerk or other recording secretary if so directed by the presiding officer.

d. No ordinance shall relate to more than one subject and that subject shall be clearly summarized in its title paragraph. No ordinance or section thereof, or City Code section, shall be amended unless the title paragraph of the amendatory ordinance indicates that the ordinance, or a part thereof, is amendatory.

e. The vote on amendments to a proposed ordinance may occur at any time prior to its final adoption; provided, that in the case of any ordinance which under state law cannot be adopted at the same meeting in which it is introduced, the ordinance as amended shall not be finally voted upon until the next regular council meeting.

f. All ordinances introduced for the purpose of amending, in whole or in part, any existing City Code title, chapter, section, or subsection, shall state the number of such provisions, together with a reference to the ordinance or ordinances and the sections thereof from which the code provisions were most recently codified. Any such amendatory ordinances shall state how the pertinent City Code provisions shall be amended to read thereafter, and any so stated amended language of any such code provisions shall be deemed and shall constitute sufficient compliance with any other statutory or ordinance requirement that all ordinances, or sections or subsections thereof be set forth in full.

9.4 **Resolution.** A resolution may be approved on the same day it is introduced. While it is not necessary to have the title of a resolution read aloud, Council may invoke the two reading procedures described above to facilitate public understanding and/or comment on the resolution. If Council invokes the two reading procedures, a Councilmember may request that the entire resolution or certain sections be read, and such request shall be granted and the City Clerk shall read as requested.

9.5 **Voting and Motions.**

a. Consensus Voice Votes. When a formal motion is not required on a

Council action or opinion, a consensus voice vote will be taken except that any Councilmember may require the vote of each Councilmember be recorded. The presiding officer will state the action or opinion. The Council as a group will indicate concurrence or non-concurrence. Silence of a Councilmember during a voice vote shall be recorded as a vote with the prevailing side, except where such a Councilmember abstains because of a stated conflict of interest or appearance of fairness.

b. **Motions.** No motion shall be entertained or debated until duly seconded and announced by the presiding officer. The motion shall be recorded and, if desired by any Councilmember, it shall be read by the Clerk before it is debated and, by the consent of the Council, may be withdrawn at any time before action is taken on the motion.

c. **Votes on Motions.** Each member present shall vote or abstain on all questions put to the Council except on matters in which he or she has a conflict of interest. If a conflict of interest exists for a councilmember, such member shall announce their conflict and abstention from voting prior to any discussion of the matter, and shall be prohibited from participating in discussion of the matter. A roll call vote shall be taken on the adoption of all ordinances and on motions to suspend rules. The order of voting shall be alphabetically according to the surnames of the Council members, except that the presiding officer shall vote last.

d. **Abstention from Vote.** Any Councilmember who abstains from voting will not have his or her abstention counted or tallied with the votes of the Council on the question or matter under consideration, which must pass by a majority of those Councilmembers who voted.

9.6 **Filing with Clerk.** All reports, petitions, ordinances and resolutions shall be filed with the Clerk and entered into the minutes.

9.7 **Waiver of Rules/Effect.** Except as otherwise provided by law, any rule established by this chapter may be waived upon an affirmative vote of five members of the City Council. No action taken by a Councilmember or by the Council, which is not in compliance with these rules but which is otherwise lawful, shall invalidate such

Councilmember's or Council action, or be deemed a violation of the oath of office, misfeasance or malfeasance. These rules do not grant rights or privileges to members of the public or third parties.

10. Creation of Committees, Boards and Commissions.

10.1 Citizen Committees, Boards and Commissions. The Council may create committees, boards and commissions to assist in the conduct of the operation of city government with such duties as the Council may specify consistent with the Ellensburg City Code.

10.2 Types of Committees. There shall be two types of committees in the City of Ellensburg:

a. Standing Committees. Such committees are established to conduct business delegated by the legislative body and may be authorized by either state statute or city ordinance. An example would be the Utility Advisory Committee.

b. Citizen Advisory Committees. Such committees are formed to promote citizen participation on a particular subject and provide guidance on community views on a subject.

c. Special Committees. All special committees shall be appointed by the presiding officer, unless otherwise directed by the Council.

10.3 Membership and Selection. Membership and selection of members shall be as provided by the Council if not specified otherwise in the Ellensburg City Code or state law. The Mayor makes all other appointments, subject to confirmation by the City Council, at an open public meeting. No committee so appointed shall have powers other than advisory to the Council or to the Mayor except as otherwise specified in the Ellensburg City Code or state law. City Council seeks to create diverse and inclusive committees, boards and commissions, and strives to ensure that such committees, boards and commissions are representative of the entire Ellensburg community.

10.4 Attendance.

a. An aggregate of five absences for any committee, board or commission member per calendar year will be permitted. An excess of five unexcused

absences may result in the member forfeiting his or her office, subject to the provisions of Rule 10.5.

b. No more than three consecutive member unexcused absences from regularly scheduled meetings will be permitted, with any excess absences resulting in potential forfeiture of office, subject to the provisions of Rule 10.5, unless such consecutive absences are excused by the board or commission in an open public meeting.

10.5 Removal of Members of Committees, Boards and Commissions. A committee, board or commission may, by majority vote, recommend to the city council that an appointed member be removed for reasons stated in Rule 10.4 or any other reasonable grounds that include, but are not limited to inefficiency, neglect of duty, or an unlawful act. Council shall consider the recommendation as provided in ECC 1.12.060.

10.6 Formal Reports of Committee, Boards and Commission. All committees, boards and commissions shall make their formal reports in writing.

10.7 Council Liaisons to Committees, Boards and Commissions.

a. Councilmembers may be assigned as liaisons to City Committees, Boards and Commissions on a voluntary basis.

b. Council liaisons shall serve for the purpose of providing a constructive relationship between the City Council and the advisory body without implying direction, review, or oversight of the activities of the advisory body. In general, liaisons should not participate in committee, board or commission meetings where they serve a liaison, and must exercise particular care when attending quasi-judicial public hearings to avoid an Appearance of Fairness doctrine violation.

c. This Rule shall not limit a Councilmember's full participation as a member of a committee, board or commission that was not created by the City.

10.8 Hybrid Meetings. Unless otherwise prohibited by legislative or governor's proclamation/order, or other emergency order, all committee, board and commission meetings shall be held both in-person at a City-owned facility and hosted remotely through videoconferencing technology. Committee, board and commission

members shall be allowed to any meeting remotely as provided in ECC 1.12.100.

Committee, board or commission members attending a meeting remotely must keep their video camera turned on during the meeting unless they are unable to do so because of technical infeasibility (e.g., poor or no internet connection, no video camera available, etc.).

11. Internet & Electronic Resources – Equipment Use.

11.1 Policy. It is the policy of the City Council that Internet and electronic resources equipment use by Councilmembers shall conform to and be consistent with the requirements of City of Ellensburg Personnel Policies Manual Section 9.6, "COMPUTER SYSTEM, INTERNET AND E-MAIL USE POLICIES," adopted hereby and incorporated herein by this reference.

11.2 Use of Electronic Communication and Internet during Council Meetings. Councilmembers will avoid accessing, responding to, or sending any electronic message (text, e-mail, instant message, social media etc.) during Council meetings, whether such communication involves a citizen or other Councilmember. Such communication could be construed as inviting or receiving public comment, or engaging in a non-public discussion, regarding Council business, which should be conducted in an open meeting. Likewise, Councilmembers will avoid any browsing of the Internet of non-City business during Council meetings in order that Council's full attention can be given to the topic at hand.

11.3 Public Records. All letters, memoranda, interactive computer communication or other forms of electronic communication involving City Councilmembers and members of advisory boards and commissions, the subject of which relates to the conduct of government or the performance of any governmental function, with exceptions stated by the Public Records Act (Ch. 42.56 RCW), are public records.

11.4 Open Public Meetings. In most cases, the Washington Open Public Meetings Act (OPMA) applies to electronic communications, which can include e-mail, instant messaging, texting or other methods that allow electronic interaction. Interactive e-mail or text discussions among a quorum of a governing body, whether shared concurrently or serially, regarding a matter which will come to the body for a vote is a "meeting" under the OPMA. The same result would apply to an interactive discussion among a quorum of Councilmembers conducted in any electronic format. Further, electronic communication should not be used to form a collective decision of the

Council.

11.5 Public Records and Open Public Meetings Act Training. All newly elected or appointed Councilmembers shall complete basic training in public records and the Open Public Meetings Act (OPMA) within 90 days of taking the oath of office. Refresher training must be taken no later than every four years thereafter.

11.6 The Appearance of Fairness Doctrine. The Appearance of Fairness Doctrine applies if an electronic communication to or from the Mayor or Councilmembers relates to a quasi-judicial matter that will come before Council for a decision (e.g., appeals from land use hearing examiner decisions). As with any ex parte communication about a quasi-judicial matter, the Mayor or Councilmember who receives the e-mail should:

- a. Advise the sender that on advice of the City Attorney, he or she may not comment outside a public meeting on a pending matter before Council and that the sender's e-mail will be included in the public record on the matter.
- b. Immediately forward the communication to the City Manager for inclusion in the public record of the matter.
- c. Disclose on the record in the public hearing or meeting on the matter that the communication has been received and is in the record.

11.7 Electronic Communications.

a. Electronic communication should be used cautiously when seeking legal advice or to discuss matters of pending litigation or other confidential City business. In general, electronic communication is discoverable in litigation, and even deleted electronic communication is not necessarily removed from the system. Confidential electronic communications should not be shared with individuals other than the intended recipients, or the attorney-client privilege protecting the document from disclosure may be waived.

b. As a cautionary note, if an elected public official uses his or her personal home computer to send electronic communications dealing with City business, the electronic communications and electronic records may be subject to discovery

demands and public disclosure requests. That possibility amplifies the need for caution in how one uses electronic communication for City business.



MANAGER'S REPORT

DATE: November 20, 2023

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Community Thanksgiving

On Wednesday, November 22, 2023, the Adult Activity Center and Central Washington University Dining Services will be hosting the 28th annual Community Thanksgiving Dinner, from 3:00 p.m. – 6:00 p.m. at the Kittitas Valley Event Center Armory, located at 901 E 7th Avenue. We'd like to invite all members of our community to attend this free event where you can sit down and enjoy a freshly cooked Thanksgiving meal. This event is made possible through the generosity of the Ellensburg Rotary Clubs, local businesses, and Central Washington University. Hope to see you there.