

COUNCIL AGENDA

Monday, December 6, 2021



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To attend the city council meeting virtually register here:
https://us02web.zoom.us/webinar/register/WN_-Zt2hablQYCLqrZU1e8ihA

Face coverings are currently required for persons attending City Council meetings in person per the Washington Governor's Proclamation 20-25.17.

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](https://www.youtube.com/channel/UCtV2mZu1e8ihA). You may also attend by phone, only, and listen to the meeting by following the registration instructions under "Remote testimony during the meeting," below. Once you register, you will be sent a meeting invite 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 all other topics 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: leaderb@ci.ellensburg.wa.us. 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: leaderb@ci.ellensburg.wa.us. 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. Register for the meeting at: https://us02web.zoom.us/webinar/register/WN_-Zt2hablQYCLqrZU1e8ihA. 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. 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, address, 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, address, and whether you are representing only yourself or others.
- ◆ Each speaker's comments are to be limited to 3 MINUTES.
- ◆ Submit written comments to the City Clerk.
- ◆ Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.
- ◆ Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office, or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).

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 make comments of a personal, impertinent or derogatory nature.
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).

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). You may wish to concisely state your concern and request placement of your matter on a future agenda.

CONSENT AGENDA

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

AGENDA ITEMS

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

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:

- ◆ 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.
- ◆ Please state your name, address, and whether you are representing only yourself or others.
- ◆ Please limit your comments to 5 MINUTES.
- ◆ Submit written comments to the City Clerk.

AMERICANS WITH DISABILITIES ACT

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

**CITY OF ELLENSBURG
COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
Monday, December 6, 2021
7:00 PM - Regular Meeting**

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations

- 2.A Environmental Rights Awareness Day 8
[Environmental Rights Awareness Day 2021 Proclamation](#)

3. Awards and Recognitions

4. Approval of Agenda

5. Consent Agenda

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

- 5.A Approve Minutes of the November 15, 2021 Regular Meeting 9
[11-15-21 Regular Mtg Minutes](#)

- 5.B Approve Minutes of the November 15, 2021 Study Session 13
[11-15-21 Study Session Minutes](#)

- 5.C Acknowledge Minutes of Boards and Commissions 14
[Arts Comm. Minutes 9-9-21](#)
[Arts Comm. Minutes 10-14-21](#)
[DEI Commission Minutes 10-26-21](#)
[EBDA Minutes 10-13-21](#)
[Library Board Minutes 10-12-21](#)
[UAC Minutes 10-21-21](#)

- 5.D Accept the Resignation of Veronica Acevedo from the Diversity, Equity and Inclusion Commission 27
[Veronica Acevedo Resignation](#)

5.E	Approval of Ellensburg Arts Commission 2022 Grant Awards EAC 2022 Grant Awards	28
5.F	Approve Voucher Listing for December 6, 2021 12-6-21 Voucher Listing	114
6.	Petitions, Protests, and Communications	
6.A	Board and Commission Applications and Requests for Reappointment B and C Agenda Report Chart 12-6-21 12-6-21 Applications for Appointment Requests for Reappointment EBDA-CenterFuse Recommendation and Applications	115
7.	Citizen Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
8.A	Public Hearing (Legislative) and First Reading of an Ordinance amending the Ellensburg Comprehensive Plan Exhibit 1_Proposal 21-01 Annual 6-year CIP Update Exhibit 2_Proposal 21-02 DEI docket and chapter Exhibit 3_Proposal 21-03 HB 1220 Emergency Shelter Exhibit 4_Proposal 21-04 Housing Chapter Update Exhibit 5_Proposal 21-05 Telecom Utility Comp Plan Amendment Exhibit 6_Proposal 21-06 Economic Development chapter Exhibit 7_Proposal 21-10 Kuchin Property Future Land Use Exhibit 8_Proposal 21-11 Future Industrial Land Use in UGA Exhibit 9_CIP Updates (21-01) Exhibit 10_Chapter 9 Diversity Equity Inclusion (21-02) Exhibit 11_Chapter 2 Housing edits (21-03) Exhibit 12_Chapter 4 Capital Facilities & Utilities (21-05) Exhibit 13_Chapter 6 Economic Development edits (21-05 & 21- 06) Exhibit 14_Kuchin Property Land Use Designation Amendment (21-10) Exhibit 15_Zoning near Kuchin Property Exhibit 16_Property Owner Proposal for future land use designation (21-11) Exhibit 17_Public Notice of Comp Plan docketing Exhibit 18_Planning Commission Public Hearing Notice Exhibit 19_Preliminary SEPA DNS Exhibit 20_Notice of SEPA Public Comment Period Exhibit 21_Commerce 60-day notice Exhibit 22_Commerce Acknowledgement Exhibit 23_City Council Hearing Notice	130

2021 Comp Plan Ordinance 1st Rdg

9. Introduction and Adoption of Ordinances and Resolutions

9.A Ordinance 4881 - Mid-Biennial Review Supplemental Budget Ordinance	270
Table 1 - Items by Fund	
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Ordinance 4881 - Mid-Biennial Review 2021-2022 Supplemental Budget	
Ordinance 4881 - Exhibits A & B	
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2022 Pay Plan Resolution	
9.C Resolution approving Multifamily Housing Limited Property Tax Exemption Agreement with Stalder Holdings LLC for 1st and Pine Studios	290
Resolution 1st and Pine Studios	
9.D Resolution to approve Affordable Housing Agreement with Habitat for Humanity	
Resolution for Approving Affordable Housing Agreement	301
Exhibit A - Ellensburg - Affordable Housing Agreement, Habitat	

10. Unfinished Business

11. New Business

11.A Clean Energy Transformation Act (CETA) Clean Energy Implementation Plan	351
Clean Energy Implementation Plan	
Clean Energy Implementation Plan - UAC Presentations	
CETA & CEIP City Council Presentation	
11.B Appointment Process for Council Position No. 7	443
COUNCIL AD December 2021	
COUNCIL APPLICATION FOR APPOINTMENT DECEMBER 2021	

12. Miscellaneous

12.A Manager's Report	446
12-06-21 MANAGERS REPORT	
12.B Councilmembers' Reports	

13. Executive Session

13.A Per RCW 42.30.110(1)(i)(iii) litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency.	
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14. **Adjournment**

Next Ord. 4882
Next Res. 2021-36



City of Ellensburg

PROCLAMATION

Environmental Rights Awareness Day 2021

WHEREAS Ellensburg is an engaged, proactive community whose residents are committed to a livable world; and

WHEREAS, December 10 is the date the international community and cities around the United States observe Human Rights Day, commemorating the day in 1948 that the United Nations General Assembly adopted the Universal Declaration of Human Rights; and

WHEREAS, more than 150 countries have enshrined environmental protection or a right to a healthy environment in their constitutions, and on October 8, 2021, the United Nations Human Rights Council recognized that having a clean, healthy, and sustainable environment is a human right; and

WHEREAS, environmental health and safety affect the health of people in our community, their access to healthy and nutritious food, and their quality of life in many ways, including their standard of living; and

WHEREAS, building awareness of environmental rights is part of educating ourselves about human rights, and ensuring we can enjoy those rights; and

WHEREAS, recognizing an "Environmental Rights Awareness Day" is appropriate for our community as we continue engaging together in positive and productive discussions, and movement toward a sustainable future of locally relevant solutions; and

WHEREAS, the City acknowledges the importance of a clean, healthy and sustainable environment as critical to the enjoyment of all human rights; and

WHEREAS, this proclamation is supported and co-sponsored by Our Environment, Rodeo City Repair Café, Ellensburg Glass Recycling Co-op, Kittitas Audubon Society and the League of Women Voters;

NOW THEREFORE, the City Council of the City of Ellensburg proclaims December 10, 2021 as Environmental Rights Awareness Day in Ellensburg and encourages the residents of our community to continue engaging in positive and productive discussions toward a sustainable future of locally relevant solutions.

Signed this 6th day of December, 2021.

Mayor

Attest: _____
City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

November 15, 2021

7:00 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Pledge of Allegiance

The Pledge of Allegiance was led by members of Boy Scout Troop #493

1. Call to Order and Roll Call

Roll Call Present: Nancy Goodloe, Tristen Lamb, Nancy Lillquist, David Miller, Mary Morgan, Bruce Tabb

Councilmember Mary Morgan moved to Approve an excused absence for Councilmember Elliott. **Motion Approved 6-0.**

Also present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Public Works & Utilities Director Lyyski, Fiscal Analyst/Budget Officer Bassett, Assistant City Attorney Reiman, and approximately 20 members of the public

Also present remotely via zoom: MacKenzie Carter, Kittitas County Public Health Department, Chris Walker with NoaNet and approximately two members of the public.

2. Proclamations

3. Awards and Recognitions

The Mayor recognized Gordon Crane, who recently retired from the City of Ellensburg Public Works and Utilities Department.

3.A. Recognition of Ellensburg Military Family: The Botten Family

The Mayor read a letter received from the Washington National Guard, State Public Affairs Office, recognizing the Botten Family

The Mayor also recognized the Military Recognition Stone Project completed along the Palouse to Cascades Trail by the Morning Rotary Club, recognizing each branch of Military Service.

4. Approval of Agenda

Councilmember Goodloe moved to Approve the Agenda as presented. **Motion Approved 6-0.**

5. Consent Agenda

- 5.A. Approve Minutes of November 1, 2021 Regular Meeting
- 5.B. Acknowledge Minutes of Boards and Commissions
- 5.C. Reecer Creek Levee System Operation and Maintenance Plan (O&M Plan)
- 5.D. Project Acceptance - RFQ #R21-18 - Currier Creek and Reecer Creek Primary Extension
- 5.E. Award Bid Call 2021-12 15kV Medium Voltage Underground Distribution Cable to Anixter Inc.
- 5.F. Consolidated Communications Reimbursement Agreement for Osborn Consulting Gateway 1 Re-Design
- 5.G. Approve Voucher Listing for November 15, 2021

Councilmember Miller moved to Approve the Consent Agenda as presented. **Motion Approved 6-0.**

6. Petitions, Protests, and Communications

- 6.A. Rotary Park Fieldhouse Presentation
Jeff Greear, 1410 W Dolarway Rd, presented information concerning Rotary Park and a project proposal called 'The Fieldhouse'. Scott Rollins, 1677 Dodge Road, spoke regarding the project. Bob Ford and Jill Wade presented concept drawings for the project. Council asked questions of the presenters.
- 6.B. COVID-19 Update
MacKenzie Carter, Health Promotion Project Specialist with Kittitas County Public Health Department reviewed preliminary results from the Community survey.

7. Citizen Comment on Non-agenda Issues

- Lee R. Bates, 1802 N Bluegrass Ln, presented information, which was distributed to Council and spoke concerning the Elementary School and nearby trail
- Lee Kaspari, 1718 Bluegrass Ln, spoke regarding his request for engineered plans for Cora St, included in the purchase of the property for Ida Nason Aronica Elementary
- Nancy Kaspari, 1718 N Bluegrass Ln, spoke regarding speeding vehicles on Bluegrass Lane and issues with crossing at the trail
- Pat Kelleher, 6630 Wilson Creek Rd, spoke regarding traffic issues at the elementary schools

- Becky Pearson, 1115 E 3rd Ave, speaking on behalf of Our Environment, spoke regarding Environmental Rights Awareness Day

8. Business Requiring Public Hearings

8.A. Public Hearing and Consideration of First Reading of a Mid-Biennial Review Supplemental Budget Ordinance - Amending the 2021-2022 Biennial Budget
The Mayor opened the public hearing. Keith Bassett, Fiscal Analyst/Budget Officer, presented information in the staff report and reviewed changes to the budget.

There were no questions or comments from the public or Council.

Councilmember Morgan moved to Approve first reading of Ordinance 4881. **Motion Approved 6-0.**

9. Introduction and Adoption of Ordinances and Resolutions

9.A. Second Reading of Ordinance 4880 for 2022 Property Tax Levy
Keith Bassett, Fiscal Analyst/Budget Officer, presented information in the staff report.

Councilmember Morgan moved to Approve conducting second reading and adoption of Ordinance 4880. **Motion Approved 6-0.**

9.B. Resolution to Approve Fiscal Year 2021 Bad Debt Write-Offs
Keith Bassett, Fiscal Analyst/Budget Officer, presented information in the staff report.

Councilmember Elliott arrived remotely via Zoom at 8:23 pm.

Councilmember Lamb moved to Approve adoption of Resolution 2021-35. **Motion Approved 7-0.**

10. Unfinished Business

11. New Business

11.A. Council Funded Grant Program - 2022 Grant Awards
Heidi Behrends Cerniwey, City Manager, reviewed information in the staff report.

Councilmember Morgan moved to Approve the Council funded grant awards as presented in the Agenda in the amount of \$41,234. **Motion Approved 7-0.**

11.B. Update from Northwest Open Access Network (NoaNet) on Broadband Feasibility Study
Chris Walker, Director of Infrastructure Strategy with NoaNet presented information concerning the Broadband Feasibility Study. Council asked questions of Mr. Walker.

12. Miscellaneous

12.A. Manager's Report

The City Manager reviewed the report. She also reported on the budget process, which would include Council's priorities, and a Reed Park Master Plan survey has been initiated on 'Be Heard Eburg'.

12.B. Councilmembers' Reports

- Councilmember Lamb reported the Arts Commission will revisit the Arts policy; she requested to attend the December 6, 2021 Council meeting virtually and stated she will be resigning her Council position as of December 31, 2021;
- Councilmember Lillquist attended the Veteran's Day parade, the Military Recognition Stone Project dedication; the Airport Advisory Committee and Developmental Disabilities Advisory Committee meetings
- Councilmember Miller attended the Veteran's Day parade, retirement party for Gordon Crane and gave a Planning Commission update;
- Councilmember Morgan attended the Lodging Tax Committee meeting and reported the Consolidated Committee meeting is Friday November 19th;
- Councilmember Elliott is currently working on wildland fire policy issues and behavioral and mental health issues
- Mayor Tabb attended the celebration for 2021 City Arts Treasure, Don O'Connor, Public Transit Advisory Committee meeting, and reported on a future discussion to take place with Senator Murray concerning flood control measures/climate change impact

13. Executive Session

14. Adjournment

Meeting adjourned at 9:07 pm

Mayor

ATTEST: _____
City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Study Session

November 15, 2021

6:00 PM

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

The meeting was called to order at 6:00 pm

Roll Call Present: Nancy Goodloe, Tristen Lamb, Nancy Lillquist, David Miller, Mary Morgan, Bruce Tabb

Absent: Rich Elliott

Also present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Community Development Director Sackett, Public Information Officer Klauss, Public Works & Utilities Director Lyyski, Assistant City Attorney Reiman, Ellensburg Downtown Association Executive Director, Brenda DeVore, and approximately three members of the public.

Also present virtually via Zoom: one member of the public

1. Streateries

The City Manager presented information to Council concerning the temporary structures. Nicole Klauss, City Public Information Officer, presented results of the survey. Brenda Devore, EDA Executive Director, spoke on behalf of the EDA in favor of continuation of streateries. Blake Collins, owner of The Pearl Bar & Grill; Mark Holloway, owner of D&M Coffee; and Sarah Beauchamp, owner of The Mule Bar, all spoke in favor of continuing to allow streateries.

Council asked questions of business owners and staff. Council consensus was to extend allowance of current streateries past December 31, 2021 for further discussion, and create an ad-hoc committee, consisting of the City Manager, Public Works & Utilities Director or other staff, businesses currently operating streateries, two councilmembers, an EDA representative and a downtown business owner that does not have a streatory.

Adjournment

Meeting adjourned at 6:56 pm

Mayor

ATTEST:

City Clerk



Ellensburg Arts Commission Meeting Minutes

Regular Meeting

Thursday, September 9, 2021 4:00 pm

ZOOM

Commissioners Present:

Alex Eyre, Monica Miller, Laura Bobovski, Jerry Dougherty, Cassandra Town, Brian Kooser

Commissioners/Others Absent: Gwen Budnik, excused

Others Present: Staff Liaison Josephine Camarillo, Tristen Lamb (Council Liaison), Nicole Klauss (PIO)

Call to Order: Eyre called the meeting to order at 4:00pm

Guests: Drew Houck, IT

Approval of Agenda: Motion made by Dougherty to accept agenda; seconded by Bobovski. Motion passed.

Citizen Comment on Non-Agenda Items – None

Guest Speaker/Presenter/Correspondence – Drew Houck, City Email for Commissioners now available. Contact Josephine for initial login instructions.

Approval of Minutes from August 12, 2021: Dougherty motioned to accept minutes. Seconded by Bobovski. Approved.

Budget/Financial Report- 2021/22 Spending Plan and Council

Josephine presented 2021/2022 EAC Spending Plan to Council on Sept. 7, 2021. Council approved plan and necessary budget adjustments.

The 2021 Spending Plan requires an increase of budgetary expenditure authority of \$29,544. This reflects carryforward of transit shelter project budget authority (\$37,837) and several 2020 arts commission grants carried forward due to the pandemic (\$6,397), and an increase to expenditures to align with the spending plan (\$888). This also includes a shift of expenditures from employee staffing to professional services, of approximately \$15,578. Staffing had been provided by the City's Economic Development Manager position, which is unfilled as part of the changing operational arrangement with Ellensburg Business Development Authority (EBDA) doing business as CenterFuse. Expenditure amount carryforward of transit shelter project \$37,837 2020 arts commission grants carried forward due to the pandemic \$6,397 Spending plan adjustment \$888 Shift of staffing expenditures to professional services -\$15,578 Total Change of Expenditure Authority \$29,544.

Commission decided that incomplete 2020 grants will not roll over to 2022. Dougherty will check with 2021 grantees regarding status of their project/program. Incomplete 2021 projects/programs still uncertain if it will be rolled over to 2022. Clarification, Cultural Assessment funds to be taken: 2021- \$10,000 and 2022- \$3000.

New Business

2021 Arts Treasure Award: With the passing of Don O'Connor, Miller would like to nominate him for City of Ellensburg Arts Treasure 2021 and purchase

MOTION

Miller motions to award Don O'Connor, posthumously, the City Arts Treasure Award for 2021 and waive stipend. Town seconds. Motion passed.

Purchase of his art to be discussed in October.

Old Business

11th Bus Shelter Update- Artist Brooklin Shelley in process of revising artwork into proper format. She will be submitting reformatted artwork by August 16.

Subcommittee Business

1. Funding – Grant application has been promoted, 1 applicant received so far, funding opportunities coming up from Dept. of Commerce, Cultural Assessment will be needed in order to apply
2. Public Art – Plaques are getting done, Vichayapai install coming down and will be installed at Morgan Middle School
3. Advocacy/Public Relations – Attending Cultural Congress (Monica, Jerry)
Sept. 16th next assessment meeting, hope to meet with potential partners, would like EAC becoming a member of Inspire WA, they have membership levels, will discuss further at next meeting.
4. Art Walk – continuing with venues, looking for missing signs: monster melts, iron horse

Unscheduled Business

Announcements

Sept. 25 Parade 10am, Paint Ellensburg

Next Meeting will be held: October 14, 2021

Submitted by Josephine Camarillo, Staff Liaison

Minutes approved:

Commissioners: Alex Eyre (Chair), Monica Miller (Vice Chair), Laura Bobovski, Cassandra Town, Jerry Dougherty, Brian Kooser, Gwen Budnik



Ellensburg Arts Commission Meeting Minutes

Regular Meeting

Thursday, October 14, 2021 4:00 pm

ZOOM

Commissioners Present:

Alex Eyre, Monica Miller, Laura Bobovski, Jerry Dougherty, Cassandra Town, Gwen Budnik

Commissioners/Others Absent: Brian Kooser, Josephine Camarillo

Others Present: Tristen Lamb (Council Liaison), Nicole Klauss (PIO)

Call to Order: Eyre called the meeting to order at 4:04pm

Guests: None

Approval of Agenda: Motion made by Towne to accept agenda; seconded by Bobovski. Motion passed.

Citizen Comment on Non-Agenda Items – None

Guest Speaker/Presenter/Correspondence – None

Approval of Minutes from September 9, 2021: September minutes not included due to error. Josephine will resend for approval at next meeting.

Budget/Financial Report- 2021/22 Spending Plan and Council

Nicole will send out spending plan to Commission.

Outstanding grant reimbursements:

- Confab- Gallery One (2500)
- Steadfast- Blue Bear Puppet (2500)
- Visual Poetry- Joanna Thomas (2500)
- Interactive Board Game- CWU (2500)
- Big Band Virtual- Big Band (2500)
- Virtual Benefit Concert- Lee Bates (700)
- Nutcracker Ballet – EDE (2500)

Jerry and Cassandra will reach out to grantees to check on their progress.

Artwork finalized at Hartung for bus shelter. Alex ask for specific breakdown of cost. Miller asks for itemized list. Alex and Cassandra still wanting to see breakdown of cost to produce glass artwork

New Business

Gallery One Request change of use request of their 2021 Confab grant funds to installing ADA accessible doors to the Gallery. This will help with equity and accessibility. Miller recused herself from discussion. Historically, EAC have denied funding towards building capital improvements. Commission reviewed Grants fund 4 areas:

1. The development of new artwork
2. Arts-related events
3. Interpretation of existing artwork
4. Presentation of new artworks or collection of artworks

VOTE: Gallery One change of use of 2021 grant away funding denied.

Old Business

Arts Commission Retreat- Would like to have it in person. Focus to be vision for the next two years.

Areas to focus on include:

1. Onboarding materials/orientation for new commissioners
2. Committee goals 2022 and next couple of years, action calendar

1 hour added on to next meeting (grants in Nov 10 3-5:30pm and goals in Dec 8, 3-5:30pm, Jerry will send location)

Subcommittee Business

1. Funding – Grant cycle still open, Jerry sent out email to outstanding grantees inquiring intent. No monies will be rolled over, Arts Treasure PR ready to release, still need quote for article from Monica.
2. Public Art – Nina Vichayapai art work: Miller/Jerry went to high school with Nina to look at art location, met with principal, commission will hang art, Nina will stitch 4 panels into 1 portrait size piece. Smaller pieces will be pieced together, plaque will be needed. Mounting may occur week of 11-22-21.
3. Advocacy/Public Relations – Cultural Assessment (13,000 EAC approved, total 35,000) Alex, Cassandra; Monica met with other stakeholders and have found additional funding. EDA will commit \$5000, will work MOU with payment process and will be fiscal sponsor and project lead for the plan. Funders include:
 - \$5000- EDA (fiscal sponsor/project lead) MOU to be created
 - \$10,000- Jazz in the Valley
 - \$5000- Chamber
 - \$6000-\$10,000 range- CWU Chief of Staff
 - Amount pending- CenterfuseKelly Vandenberg, EDA Chair and primary contact will work with Una to develop scope of work and MOU. Next step, who should be in the next piece of the conversation.
4. Art Walk – 420 building location dropped, enthusiasm from venues is low; 2022 invoices will be coming out soon. Need to have bigger discussion about Artwalk.

Unscheduled Business

Announcements

Tristen Lamb tentatively resigning from Council at the end of the year.

Gallery One YouTube channel

Next Meeting will be held: November 10, 2021

Submitted by Josephine Camarillo, Staff Liaison

Minutes approved:

Commissioners: Alex Eyre (Chair), Monica Miller (Vice Chair), Laura Bobovski, Cassandra Town, Jerry Dougherty, Brian Kooser, Gwen Budnik



DIVERSITY, EQUITY & INCLUSION COMMISSION (DEI)
October 26, 2021 Regular Meeting
(3:00 to 4:30 p.m.) Remote Meeting via Zoom

Members Present: Tylene Carnell, Sara Omrani, Daniel Amos, and Nancy Goodloe (chair)

Members Absent: Kandee Cleary (excused), Landis Hanson, Veronica Acevedo

Also present: Nicole Klauss, Public Information Officer (Recording Secretary); Kirsten Sackett, Community Development Director; Stacey Henderson, Senior Planner; and 4 members of the public.

1. CALL TO ORDER / INTRODUCTIONS

Chair Nancy Goodloe called the meeting to order at 3:08 p.m.

Motion: Commissioner Daniel Amos moved to approve an excused absence for Commissioner Kandee Cleary, and Commissioner Tylene Carnell seconded. All in favor of the motion; motion passed.

2. APPROVAL OF MINUTES FROM OCTOBER 12, 2021 MEETING

Motion: Commissioner Amos moved to approve the amended minutes from the October 12, 2021 DEI Commission Meeting, and Commissioner Carnell seconded. All in favor of the motion; motion passed.

3. REVIEW ECONOMIC DEVELOPMENT CHAPTER REVISIONS FOR COMPREHENSIVE PLAN

Community Development Director Kirsten Sackett talked about the comprehensive plan process and the economic development chapter.

Chair Goodloe provided recommendations on changes to the chapter, focused on diversity and equity relating to businesses and employment. The commission recommended adding the DEI Chapter to the Policy Connections section.

Sackett said the Planning Commission recommended choosing a new header image for the DEI Chapter that included seniors and was more representative of the community. The commission reviewed possible diversity images that could be used for the DEI Chapter header and discussed finding images that included people who were differently abled and of different ages. Klauss will send out the images for the group to consider while they look for additional images on their own. The commission will make a recommendation at the November 9 meeting.

4. LAND ACKNOWLEDGEMENT REVIEW AND DISCUSSION

Klauss reported there were no updates on receiving feedback on the land acknowledgement from the Aronica family. The commission decided to move the discussion to the November 9 meeting to allow for more voices to participate at the meeting.

5. COMMITTEE REPORTS

Chair Goodloe said the policy subcommittee has not met, but they received a document from Commissioner Cleary that is a plan for community involvement and marginalization that is being



used in Portland. It has some interesting tools that might be helpful for both subcommittees as they start going from the big picture to the small picture.

Commissioner Carnell sent out an email to Commissioner Omrani and Commissioner Veronica Acevedo about the partnership list, and will be making a spreadsheet with the contact info and notes.

Commissioner Amos reported on the listening tour that he and Commissioner Carnell conducted with Asian American high school students. He said he wished he could've recorded them, but the group was very open. Commissioner Carnell said they were a remarkable group of young people and it's hard to sit and listen to people's lived experiences in this context and to be focused on taking notes.

Commissioner Amos said last year some of the students were involved in a protest against Asian hate, and some of them experienced hate firsthand. Amos said a big disappointment they heard was the school didn't do anything, or other students said the students protesting were making Asians more of a target and should just shut up.

6. COMMISSIONER REPORTS

There was a short article in The Observer about the DEI Commission's work. Commissioner Omrani had declined the interview for personal reasons, but the reporter still quoted her from public record minutes. Klauss had shared Commissioner Omrani's request to not be quoted, and the reporter scheduled an interview with Commissioner Cleary instead. However, the reporter did not make the interview with Cleary.

7. STAFF REPORT

Klauss provided a recap on the Morning Rotary presentation. Library Director Josephine is on the agenda for Nov. 9. Klauss asked for questions by end of day Nov. 5. Next Monday's City Council meeting includes a discussion of boards and commission term limits. Klauss has flyers for Commissioner Omrani for recruiting CWU participants for listening session. Klauss said the DEI Commission will have some involvement in choosing artwork for the Unity Park next spring, along with the Arts Commission, Parks and Recreation Commission and Landmarks and Design Commission. There may be opportunity to turn the opening of the park into a cultural celebration.

8. PUBLIC COMMENT

Chair Goodloe called for public comment; there was none.
The meeting adjourned at 4:21 p.m.

Respectfully Submitted by
Nicole Klauss
Recording Secretary
Drafted: 10/27/21
Approved: 11/9/21



Centerfuse

Ellensburg Business Development Authority BOARD OF DIRECTORS MEETING MINUTES

Regular meeting held synchronously in-person and virtually
Wednesday, October 13, 2021
4:00-5:30 PM

Members in Attendance: James Jankowski, Chair; Linda Schactler, Vice Chair; Grant Clark, Treasurer; Garrett Poshusta, Secretary; John Perrie, Board Member; Jared Vallejo, Board Member; Andreas Bohman, Board Member and Del Bankston, Board Member

Others present: Rich Elliott, Ellensburg City Council liaison; Margaret Reich, Executive Director; Amanda Blackmore; Bob Rapp

1. Meeting Called To Order

Meeting was called to order at 4:02 PM

2. Approval of Agenda

Motion to approve the meeting's agenda by Del Bankston, second by John Perrie. Motion approved by unanimous vote.

3. Approval of Minutes

Motion to approve September 2021 regular meeting minutes by John Perrie, second by Jared Vallejo. Motion approved by unanimous vote.

4. Board Business

- a. The board met with two applicants to fill the one board vacancy. Each applicant was vetted by the board and/or Executive Director prior to the board meeting and their skills filled a gap present in the composition of the present board.
- b. Financial Reports
Treasurer, Grant Clark, presented financial reports.
- c. Executive Director report
Executive Director Margaret Reich presented matters for board consideration and questions to the board including grant funding, a look at employment data for 2015-2020, and a sample of inbound activity as well as agreement on criteria for curating new businesses. The board discussed the review and, if needed, update to the Bylaws and Charter. The board tasked the Executive Director to do the first review and make recommendations, if any, to the board's Executive Committee.



Motion to approve resolutions 3, 4 and 5, with minor amendment (res 5 added notify Chair and Treasurer), which pertain to applying for grants by John Perrie, second by Jared Vallejo. Motion approved by unanimous vote.

5. Items for Future Consideration

The board created a sub-committee to develop a short-term strategic plan. The board and the Executive Director will perform an annual review of the Executive Director. The board was informed of the roles of the chair, vice chair, treasurer, and secretary, and is considering the roster for 2022.

The board discussed the current board vacancy and the discussions with the two top applicants. Motion to recommend the Mayor appoint Bob Rapp to join the CenterFuse board by John Perrie, second by Grant Clark. Motion approved by unanimous vote.

6. Adjournment – time 5:32 Motion to adjourn by Del Bankston.

Drafted: 10/14/2021

Approved:



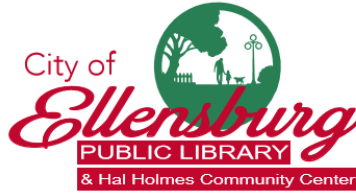
Submitted by: Margaret Reich

CITY OF ELLENSBURG

Date of Meeting:

Time of Meeting:

Place of Meeting:



LIBRARY BOARD

October 12, 2021

4:30pm

ZOOM

Mary Holmgren, Chair, term expires December 31, 2021

Loretta Gray, Secretary, term expires December 31, 2022

Andreina Delgado, term expires December 31, 2023

Julie Cloninger, term expires December 31, 2024

Andrea Sledge, term expires December 31, 2021

Marty Blackson, term expires December 31, 2022

Mary James, term expires December 31, 2022

1. CALL TO ORDER

Chair Holmgren called the meeting to order at 4:31pm

2. ATTENDANCE

PRESENT: Marty Blackson, Julie Cloninger, Andreina Delgado, Loretta Gray, Mary Holmgren, Mary James, Andrea Sledge

COUNCIL LIASON: Tristen Lamb

ABSENT: Loretta Gray

STAFF: Josephine Camarillo

3. APPROVAL OF AGENDA

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

4. APPROVAL OF MINUTES

Motion made by Blackson to approve October minutes, seconded, **motion approved.**

5. CORRESPONDENCE AND CITIZEN COMMENTS

Phone call from patron thanking staff for their "above and beyond great service"

6. REPORTS

Director's Report: (1) Josephine attend Council Retreat on Sept. 24. to help with City strategic vision and priorities. (2) Self-checkout machines are finally working properly. (3) Library still limited with in person programs. Mike McCloskey Local History class unable to visit and do research in the archives this semester. (4) Outdoor storytime going well and has been well attended. It will continue throughout the month, weather pending. (5) Hal Holmes in the process of hiring a new HH Assistant. (6) Circulation stats discussed. Physical items have seen a steady decline. Normal for the Sept. There was also a slight decline in electronic checkouts.

B. Budget Report: Budget on track, no issues.

C. Friends of the Library Report: The Friends of the Library will be having their annual Fall book sale on Saturday, October 16, 9am-3pm.

7. OLD BUSINESS

None

8. NEW BUSINESS

A. Josephine presented draft of future topics for upcoming Board meetings. January-previous year stats report; February- Board Retreat; July- ½ year stats report; September- SRP presentation. Board will send other suggestions to Josephine.

B. Library Board terms expiring Dec. 31, 2021- Andrea Sledge and Mary Holmgren. Board members may request for a renewal but will be group with new applicants (if any).

9. UPCOMING PROGRAMS

Events for October noted.

10. UNSCHEDULED BUSINESS

Congratulations to Ava LaValley, Teen Rodeo Queen, daughter of Julie Cloninger (Queen Mother)!

11. NEXT MEETING

November 9, 2021

12. ADJOURNMENT

With no further discussion, meeting adjourned at 5:02pm

Respectfully submitted,

Josephine Camarillo

Drafted: 10-12-21

Approved: 11-9-21



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting

October 21, 2021

Time of Meeting

3:30 PM

Place of Meeting

Council Conference & remotely via Zoom

Nancy Lillquist, Chairperson, term expires May 31, 2022

Ed Barry, Vice Chairperson, term expires May 31, 2023

Nancy Goodloe, City Council, term expires May 31, 2024

Gary Gleason, CWU, term expires May 31, 2022

Bryan Clark, KITTCOM, term expires May 31, 2023

Jim Goeben, Telecommunications Utility customer, term expires May 31, 2023

Nate Sitton, City Utility Customer, term expires May 31, 2023

1. CALL TO ORDER

Chair Lillquist called the meeting to order at 3:30 pm.

2. ROLL CALL

Members present: Nancy Lillquist, Chair; Ed Barry, Vice Chair; Nancy Goodloe, City Council; Gary Gleason, CWU; Nate Sitton, City Utility Customer; Bryan Clark, KITTCOM.

Also present: Ryan Lyyski, Public Works & Utilities Director; Darren Larsen, Assistant Utilities Director; Darin Yusi, Gas Engineer; Kim Bowie, Operations Analyst; Buddy Stanavich, Power & Gas Manager; Nicole Klauss, Public Information Officer; Heidi Behrends Cerniwey, City Manager; Jon Morrow, Stormwater Manager; Drew Houck, IT; Meghan Anderson; Sylvia Shriner; Barry Brunson; Susan Kaspari; approximately 5 other virtual attendees. David Dunbar; Meg Ludlum; approximately 2 other attendees.

3. APPROVAL OF MINUTES

3.A. Approve minutes - September 16th, 2021 regular meeting minutes

Ed Barry moved to approve the minutes. Goodloe seconded. All in favor; **motion approved.**

4. APPROVAL OF CONSENT AGENDA

None

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

Nancy Lillquist shared email correspondence from Meghan Anderson regarding SB5126 – legislation supporting the Climate Commitment Act. Nancy Lillquist also shared that she would like to discuss the natural gas rate stabilization fund, past due utility accounts and, if time allows, a “Climate Commitment Act 101” at the next meeting.

6. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

None

7. ELECTRIC, NATURAL GAS, WATER, WASTEWATER, STORMWATER UTILITY DISCUSSION ITEMS

7.A. Natural Gas Rebates Review and 2022 Rebate Plan

Meghan Anderson, Susan Kaspari, Barry Brunson, Meg Ludlum, Sylvia Shriner, Dave Dunbar, and Nancy Lillquist spoke against natural gas rebates.

Nate Sitton reminded the committee if the natural gas system were to be removed, people might turn to propane which is a bigger threat to the environment.

Nancy Goodloe moved the committee to discontinue all natural gas rebates except the qualifying smart thermostat rebate for 2022. Nancy Lillquist seconded for discussion.

Nate Sitton move to amend the original motion to include the appliance upgrade rebate, still eliminating fuel switching & new construction gas rebates. Barry/Sitton/Goodloe in favor, Lillquist/Gleason opposed; **motion approved.**

Gary Gleason move to amend all motions and leave gas rebates as-is for 2022. Ed Barry seconded. Gleason in favor, Barry/Lillquist/Goodloe/Sitton opposed; **motion failed.**

Nate Sitton made a final motion to move the committee discontinue fuel switching & new construction rebates in 2022, but continue natural gas rebates for smart thermostats & appliance upgrades. Barry/Lillquist/Goodloe/Sitton in favor, Gleason opposed; **motion approved.**

7.B. APGA Research Foundation Renewal

Nancy Goodloe move the committee to move forward with the 2022 budget inclusion of \$4,885.00 for contribution and to maintain the current membership of the APGA Research Foundation. Barry seconded. All in favor; **motion approved.**

7.C. Clean Energy Transformation Act (CETA) - Draft Clean Energy Implementation Plan (CEIP)

Buddy Stanavich presented updates and a PowerPoint on CETA & CEIP. The committee discussed the draft plan. Public comment is open until October 29th and will be shared at the next UAC meeting. The UAC will need to provide recommendation to City Council at the November meeting, as the CEIP is required to be adopted by Council by end of year.

Nancy Goodloe move the committee recommend moving forward with the draft CEIP form for public comment. Barry seconded. All in favor; **motion approved.**

8. INFORMATIONAL ITEMS

8.A. Design and Permitting agreement with Aspect Engineering for Gateway II

Jon Morrow welcomed any questions or comments regarding the Gateway II project.

8.B. Public Works & Utilities Issues and Updates

Staff gave updates for water, sewer, gas, electric and storm water. Sunday, October 17th sewer maintenance was performed at the treatment plant. A secondary digester was emptied for maintenance. Staff will bring forward a contract and update on the aquifer storage and recovery project for the November meeting. A link will be shared inviting everyone to a virtual celebration for the Schaaake habitat improvement project.

9. NEXT MEETING

9.A. November 18th, 2021 at 3:30 pm

10. ADJOURNMENT

With no further discussion, the meeting adjourned at 5:30 pm.

Kim Bowie
Recording Secretary
Drafted: 10/22/2021
Approved: 11/18/2021

Beth Leader

From: Nicole Klauss
Sent: Monday, November 29, 2021 10:33 AM
To: Beth Leader
Subject: Fw: Resignation

Hello Beth,

Here is Veronica's resignation note from the DEI Commission.

Nicole Klauss (she/her/hers)
Public Information Officer | City of Ellensburg
Office: 509-925-8657
Cell: 509-312-1355
Web: www.ci.ellensburg.wa.us

From: Veronica Acevedo <veronica.acevedo@ci.ellensburg.wa.us>
Sent: Wednesday, November 24, 2021 6:45 AM
To: Nicole Klauss <klaussn@ci.ellensburg.wa.us>
Subject: Resignation

Hi Nicole,

It has been a great honor to be part of this commission. Unfortunately, I have not had the time it is required to be a productive part of this commission, therefore it is best I leave the position open to someone who can provide the time and dedication this work deserves. Thanks for all you do!

Veronica

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CITY COUNCIL AGENDA REPORT

City Council Meeting Date: December 6, 2021

Item Title/Agenda Subject: Approval of Ellensburg Arts Commission 2022 Grant Awards

Submitted by: Josephine Camarillo Arts Commission

Recommended Action or Motion: Staff recommends approval of Ellensburg Arts Commission 2022 Grant Awards

Background/Summary: As part of the Ellensburg Arts Commission annual spending plan, a call for funding applications from organizations and individuals for projects that advance the arts in our community is offered annually. The 2022 grant cycle, which closed October 29, 2021, included 25 applications with requests totaling \$33,668.

Previous Council Action: In 2016, Council designated 10% of construction sales tax revenue to community art, with an annual floor of \$25,000 and ceiling of \$50,000.

Analysis: Twenty-five applications were received with a total of \$33,668 in 2022 grant funding requests. Each application was reviewed and ranked independently by the Arts Commission members for strength in public benefit, artistic merit, experience of the applicant to execute the project and budget feasibility. All applications, regardless of ranking, were discussed and considered at their regular meeting on November 11, 2021. Commissioners who may receive a direct benefit from or were directly involved in a project, abstained from the ranking and did not vote on that project.

The Arts Commission recommends the following grant awards for Council consideration in fiscal year 2022:

	Organization/Individual	Project Title	Amount
1.	Make Music Ellensburg	Visiting Musicians Workshop	\$320
2.	Valley Musical Theatre	Rising Stars- Clumsy Custard Horror Show	\$2500

3.	Ellensburg Community Radio	Mural Audio Walk	\$500
4.	Make Music Ellensburg	Strum-Along	\$500
5.	Make Music Ellensburg	Preschool Music Explorers	\$888
6.	Quilters in the Valley	Quilts of Valor Sew Saturdays	\$1500
7.	Ellensburg Community Radio	Inventory of Local Musicians and Artists	\$500
8.	Lee Bates	Valley Voices- Select Ensemble	\$500
9.	Karl Schwiesow	Pretty Good Studio Renovation and First Friday Art Walk Openings	\$800
10.	Teresa Francois	The Art of Recovery	\$1000
11.	Justin Gibbens	Solo Exhibit at Clymer Museum	\$1500
12.	Jenny Humphrey	Killdeer Goes Digital	\$1200
13.	William Bow	A Space in Mind/Mind in Space	\$1500
14.	Gallery One	Monica Miller	\$2500
15.	Punch Projects	International T-Shirt Day	\$2500
16.	Crista Ames	Misappropriated Mythology	\$1500
17.	Renee Adams	Clymer Museum Exhibit	\$1500
18.	Ellensburg Dance Ensemble	Nutcracker Ballet 2022	\$2500
19.	Reese Sigman	Reese Sigman is Lying Completely Still	\$1200
TOTAL			\$24,908

The total amount of recommended award funding is \$24,908.

Financial Impact:

The 2022 grants total of \$24,908 is included in the Council proposed 2022 Art Acquisition Fund budget.

Attachments:

[EAC 2022 Grant Awards](#)

Reference #	16632690
Status	Complete
Date Submitted	2021-10-27
This application is for an:	Organization
First Name	Jan
Last Name	Jaffe
Organization name (if applicable)	Make Music Ellensburg
Tax ID Number/EIN (required for organizations)	86-2855291
Street Address	103 E 3rd Ave
City	Ellensburg
State	Washington
Zip Code	98926
Phone Number	509-679-1383
Email Address	janjaffe@gmail.com
Name/Title of Event/Project:	Visiting Musician Workshops
Brief description of event/project: (1,500 character limit)	Make Music Ellensburg always strives to enrich our community with music-making opportunities, & we would like to bring more professionals from out of town to give presentations/workshops/performances for local musicians & student musicians. An example of who I would invite (these listed are all amazing acquaintances of mine): Guy Nelson, a speaker, author, actor, musician, improvisational entertainer, trainer, and broadcast journalist. I have worked with him virtually as well as in-person in the past. Skyler Mehal, a CWU alumnus & now professional performing rock guitarist, singer, songwriter in Seattle. Kim Roy, a CWU alumnus, violinist, school educator, enthusiastic (female) conductor of the Seattle Rock Orchestra.

Daniel Miller, founder of the Rockory Music School in Kirkland, educator, guitar & multi-instrumentalist, world traveler, & reggae artist.

Ben Hunter, violinist, guitarist, vocalist, award-winning roots & African-American songwriter & performer, educator & community developer.

Rani Weatherby, aka Champagne Honeybee, singer/songwriter, ukulele artist, jazz vocalist, CWU alumnus.

Is your event:	Multiple dates over time (e.g. every Saturday in October, once per quarter, etc.)
Event/project Start date	April 2022
Event/project End date	Oct 2022
Event/project location or venue	Depends on the visiting musician's needs - somewhere in Eburg
What is the target audience(s) for this event/project? (1,000 character limit)	Local musicians, probably teen & older.
Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	We have an abundance of artistic talent in Ellensburg, & even more talented people that have a connection to Ellensburg but don't live here. I would like to bring a few musicians back to town. Last summer, 2021, I hosted visiting musician Bradford Loomis for a songwriting & music biz workshop that was well-attended, but he was already in the area traveling on tour. We can make Ellensburg a destination for musicians, too! Building these connections between Ellensburg & professional musicians from out of town can also bring some more opportunities for other events - concerts, etc.
What will Arts Commission funding be used for? (1,000 character limit)	Gas & food, being a good host.
Will admission be charged?	Yes
If admission is charged, how much?	5-20
Are revenues anticipated?	No
How do you plan to acknowledge the Arts Commission? (700 character limit)	Arts Commission logo & "thank you" would be on all supported advertising material.
What is the total budget of this event/project?	720
Funding amount requested from the Arts	320

Commission?

What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.

Artist Fees

Description of Expense	4 workshops at \$100 each
------------------------	---------------------------

Amount	400
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Sources of funds	ticket sales
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Professional Services

Description of Expense	admin time
------------------------	------------

Amount	120ish
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Sources of funds	ticket sales
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Rental

Promo/Marketing

Description of Expense	posters, etc
------------------------	--------------

Amount	40
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Sources of funds	MME
------------------	-----

Supplies

Other

Description of Expense	gas & food money for artists, est 80/each
------------------------	---

Amount	320
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Sources of funds	Arts Commission
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What other sources of funding do you have for the project? (700 character limit)	Each event for this project would have a small ticket price to cover the artist's time.
--	---

Describe the impact of the Arts Commission funding to the successful completion of this project. (700 character limit)	This grant would help me keep prices low for the musicians & students who attend, as well as offering a decent payment for our visiting musicians.
--	--

Please describe (1,000 character limit) your supporting documents and how they relate to the project (examples of art work, publicity materials, resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.

I've included a photo of Bradford Loomis's masterclass, hosted by MME at Gallery One in July.

And my website, of course: www.ellensburgmusic.com

Upload supporting documents

[bradford_loomis_july_masterclass.jpg \(710 KB\)](#)



Last Update	2021-10-27 10:22:06
Start Time	2021-10-27 09:32:47
Finish Time	2021-10-27 10:22:06
IP	Anonymous
Browser	Other
Device	Other
Referrer	N/A

Reference #	16616917
Status	Complete
Date Submitted	2021-10-22
This application is for an:	Organization
First Name	Jessica
Last Name	Black
Organization name (if applicable)	Valley Musical Theatre
Tax ID Number/EIN (required for organizations)	91-1211173
Street Address	PO Box 1551
City	Ellensburg
State	Washington
Zip Code	98926
Phone Number	509-972-6633
Email Address	valleymusicaltheatre@gmail.com
Name/Title of Event/Project:	2022 VMT Rising Stars Production (The Clumsy Custard Horror Show)
Brief description of event/project: (1,500 character limit)	Valley Musical Theatre (VMT Rising Stars is a project developed by VMT to serve as an expressive and artistic outlet for area middle school youth. VMT gives areas school students the chance to learn communication skills and disciplines and develop the confidence to appear in public within a safe and nurturing environment. The selected play is "The Clumsy Custard Horror Show." This play allows middle school children the opportunity to experience a good 'ole fashioned satire with stage fighting, heroes, villains, sidekicks, and of course, young love. King Dumb is ready for his daughter to select a husband and all the Knights of the Realm are anxious to claim her hand. But the sweet Princess Prince has fallen for a gentle yet courageous lad she assumes to be a

pauper. Not so! Little does she know that this scruffy stranger is Swashbuck Valpariso, bearer of the magic sword and Master of Fast Feet. With audience participation throughout, the play will leave you breathless with anticipation, reckless with abandon and proud to be a Zodian.

We anticipate 7 performances to be held during the first two weekends of April.

Is your event:	Multiple day event (e.g. Thursday thru Saturday)
Event/project Start date	March 31, 2022
Event/project End date	April 9, 2022
Event/project location or venue	Ellensburg High School Little Theatre
What is the target audience(s) for this event/project? (1,000 character limit)	Everyone involved in the production comes from Ellensburg and the surrounding Kittitas County. Occasionally we have had youth actor involvement from as far away as Selah/Yakima. Ellensburg possesses tremendous talent in its youth, and this is a chance for that talent to be showcased and to entertain the community at the same time. The Clumsy Custard Horror Show is a family production that can be enjoyed by all ages.
Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	This play provides the feel of an ensemble cast (18) with the flexibility to cast more if desired. Our target age group for actors/crew is 5th – 9th grade students. Kids who may otherwise shy away from musicals will find themselves comfortable with the straight play structure. This production provides a healthy outlet to foster their creativity and build an increased appreciation for the arts. The wider community benefits from participating in theatre – whether by attending plays, performing, or working backstage. Our audience will get into the act in this hilarious comedy, as there are audience participation elements throughout the show. People who attend performing arts events are healthier, have lower anxiety and are less like to suffer from depression (all benefits that are especially important after these pandemic years). One of the chief ways we will be able to determine our reach will be through tracking of our ticket sales (which contain zip code data), and by feedback received by actors/crew and patrons at and post-event.
What will Arts Commission funding be used for? (1,000 character limit)	We will use funding to from the Arts Commission in the following ways: 1) Pay for rehearsal and performance space rental fees 2) To help defray the cost of royalties (renting the play rights to perform), and technical costs of recording/streaming the performance

- 3) Provide reduced cost of admission for students/seniors
- 4) Rental or purchase of materials for running the show (including but not limited to costumes, props, lumber for sets, paint, health supplies)
- 5) Marketing and printing costs

Will admission be charged?	Yes
If admission is charged, how much?	\$12 General admission, \$8 students & seniors
Are revenues anticipated?	Yes
How do you plan to acknowledge the Arts Commission? (700 character limit)	The Ellensburg Arts Commission will be recognized in the following ways: Branding on our publicity materials, including but not limited to the VMT Website, e-newsletter, printed promotions, social media, and radio advertisements. Prominent acknowledgement in the show program. A front of curtain announcement before the top of every performance.
What is the total budget of this event/project?	6200
Funding amount requested from the Arts Commission?	2500
What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.	
Artist Fees	
Description of Expense	Production Contract Labor
Amount	1000.00
Sources of funds	Ticket Sales, Tuition
Professional Services	
Description of Expense	Background Checks
Amount	150.00
Sources of funds	VMT General Fund, Tuition
Rental	
Description of Expense	Royalties/Facility Rental
Amount	1900.00

Sources of funds	VMT Ticket Sales/EAC Funding
Promo/Marketing	
Description of Expense	Advertising/Graphic Design
Amount	400.00
Sources of funds	EAC Funding
Supplies	
Description of Expense	Health Supplies/PPE, Costumes/Props/Sets, Lighting/Sound/Video, Printing
Amount	1800.00
Sources of funds	EAC Funding
Other	
Description of Expense	Concessions, Postage, Makeup Kits, T-Shirts, Misc. Tuition Aid
Amount	950.00
Sources of funds	Ticket Sales, Tuition
What other sources of funding do you have for the project? (700 character limit)	We charge a very modest tuition to all participants (although it is VMT's policy not to deny participation to anyone based on financial hardship) Ticket Admission Fees We sell advertising in our programs and accepts donations and sponsorships for our shows. As a 501(c)(3), VMT underwrites the production, and covers any costs that are not met by ticket sales and tuition and other sources.
Describe the impact of the Arts Commission funding to the successful completion of this project. (700 character limit)	EAC Grant funds has a practical effect on our bottom line for this production. In the past couple of years, it has allowed us to cover costs when we were forced to reduce our audience capacities, and thereby expected income. As we move into a new season, where we are planning to be back at normal capacities, the funding support also has an intangible effect in the peace and confidence that it gives our producers and board of directors knowing that there is support for the performing arts in this community. It gives us security to make purchases/rentals for this show that will make the show more successful, knowing that some of these costs will be reimbursable by this grant.
Please describe (1,000 character limit) your supporting documents and how they relate to the	Attached is the program from the most recent Rising Stars production of The Phantom Tollbooth TYA. Page 2 has our grant acknowledgement for the 2021 grant received from the Ellensburg Arts Commission. This is one

project (examples of art work, publicity materials, resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.

sample of the type of acknowledgement we give. Also attached is a copy of the show poster.

Upload supporting documents	PTJr_Program.pdf (1.19 MB)
Upload supporting documents 2	PT-TYA_Poster.pdf (1.33 MB)
Last Update	2021-10-22 13:28:46
Start Time	2021-10-22 13:17:48
Finish Time	2021-10-22 13:28:46
IP	Anonymous
Browser	Other
Device	Other
Referrer	N/A

Reference #	16638616
Status	Complete
Date Submitted	2021-10-28
This application is for an:	Organization
First Name	Mollie
Last Name	Edson
Organization name (if applicable)	Ellensburg Community Radio
Tax ID Number/EIN (required for organizations)	Ellensburg Community Radio
Street Address	420 N Pearl
City	Ellensburg
State	Washington
Zip Code	98926
Phone Number	2063553538
Email Address	mollieedson@gmail.com
Name/Title of Event/Project:	Ellensburg's Downtown Mural Audio Walk
Brief description of event/project: (1,500 character limit)	Ellensburg has many historical murals throughout the downtown. These murals have been catalogued by the Ellensburg Landmarks and Design Commission (see additional documentation). Ellensburg Community Radio proposes to create an audio tour of these murals for tourists and residents to learn the history behind this unique form of commercial art.
Is your event:	Multiple dates over time (e.g. every Saturday in October, once per quarter, etc.)
Event/project Start date	January 1, 2022
Event/project End date	March 2022

Event/project location or venue	Downtown Ellensburg
What is the target audience(s) for this event/project? (1,000 character limit)	Residents and visitors will be able to listen to the history of selected murals as they take a walking tour around historic downtown.
Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	It is hoped that this will spark an interest in our existing murals and perhaps inspire a movement to preserve some of the murals that need refurbishing. It is also hoped that interest in existing murals may inspire new murals around the downtown.
What will Arts Commission funding be used for? (1,000 character limit)	Researching which murals to highlight, finding info about the murals, formulating a walking tour and script as well as background music by local musicians. Recording, sound mixing and editing. We would like to spend more time and ingenuity in marketing this walking tour as well.
Will admission be charged?	No
Are revenues anticipated?	No
How do you plan to acknowledge the Arts Commission? (700 character limit)	Credits in the beginning and end of the presentation.
What is the total budget of this event/project?	\$1400
Funding amount requested from the Arts Commission?	\$500
What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.	
Artist Fees	
Description of Expense	talent/musicians
Amount	500
Sources of funds	Arts Commission
Professional Services	
Description of Expense	recording and sound engineering
Amount	600

Sources of funds	ECR
Rental	
Description of Expense	420 Building
Amount	150
Sources of funds	donation
Promo/Marketing	
Description of Expense	Bar codes, brochure map
Amount	\$150
Sources of funds	donation
Supplies	
Other	
What other sources of funding do you have for the project? (700 character limit)	Volunteers and donations
Describe the impact of the Arts Commission funding to the successful completion of this project. (700 character limit)	WE would not be able to do this project without the support of the Arts Commission
Please describe (1,000 character limit) your supporting documents and how they relate to the project (examples of art work, publicity materials, resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.	www.eburgradio.org link to Audio Artwalk is on the front page. It says the file is too large to download
Upload supporting documents 2	Mural_Inventory_PDF.pdf (1.57 MB)
Last Update	2021-10-29 15:07:28
Start Time	2021-10-28 17:04:33
Finish Time	2021-10-29 15:07:28
IP	Anonymous
Browser	Other
Device	Other

Reference #	16630307
Status	Complete
Date Submitted	2021-10-26
This application is for an:	Organization
First Name	Jan
Last Name	Jaffe
Organization name (if applicable)	Make Music Ellensburg
Tax ID Number/EIN (required for organizations)	86-2855291
Street Address	103 E 3rd Ave
City	Ellensburg
State	Washington
Zip Code	98926
Phone Number	509-679-1383
Email Address	info@ellensburgmusic.com
Name/Title of Event/Project:	The Ellensburg Strum-Along
Brief description of event/project: (1,500 character limit)	All skill & experience levels are encouraged to join the great Ellensburg Strum-Along! In a series of 8-12 gatherings around town, guitar & ukulele (etc.) players play & sing fun & familiar songs - oldies, classic rock, seasonal tunes, modern pop - together in a supportive, casual environment. Director Jan will coordinate the musical selections & materials, invite volunteer guest leaders (including high school & CWU students), & schedule featured bassists & drummers. In the past, we've had 15-32ish participants for each gathering, ages from preschool through retired adults.
Is your event:	Multiple dates over time (e.g. every Saturday in October, once per quarter, etc.)

Event/project Start date	January 2022
Event/project End date	December 2022
Event/project location or venue	various (businesses, meeting centers, parks, etc.)
What is the target audience(s) for this event/project? (1,000 character limit)	Amateur/hobby musicians of all ages, and anyone wanting to learn or practice in a social setting. Will advertise to middle school and high school students, CWU students, and the general Ellensburg area community.
Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	Music-making activities bring people together! Building community and enriching lives through music is always my primary goal in teaching music. This strum-along will patronize a variety of businesses and non-profits in effort to reach more people across age, income, and political boundaries. Young adults, older adults, couples, families, kids, and students can all participate, practice, and learn with very little commitment and a lot of fun!
What will Arts Commission funding be used for? (1,000 character limit)	Instructor time, materials for participants, & advertising.
Will admission be charged?	No
If admission is charged, how much?	0
Are revenues anticipated?	No
How do you plan to acknowledge the Arts Commission? (700 character limit)	Logo & "thank you" on all posters & advertising materials.
What is the total budget of this event/project?	550
Funding amount requested from the Arts Commission?	500
What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.	
Artist Fees	
Description of Expense	Prep & instruction time
Amount	500

Sources of funds	Arts Commission
Professional Services	
Rental	
Promo/Marketing	
Description of Expense	Posters, website
Amount	30
Sources of funds	MME donation
Supplies	
Description of Expense	Binders
Amount	20
Sources of funds	MME donation
Other	
What other sources of funding do you have for the project? (700 character limit)	Business donation
Describe the impact of the Arts Commission funding to the successful completion of this project. (700 character limit)	Arts Commission funding makes this free, drop-in event possible! As a growing small business, it's difficult to offer events with unpredictable attendance. It surely wouldn't be free without your support, which is a requirement to utilize many venues like Hal Holmes Community Center and art galleries. Thank you!
Please describe (1,000 character limit) your supporting documents and how they relate to the project (examples of art work, publicity materials, resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.	Here is our business website: www.ellensburgmusic.com Here is the old strum-along page (which admittedly needs updating): www.ellensburgmusic.com/strum-along
Last Update	2021-10-26 15:03:31
Start Time	2021-10-26 14:24:44
Finish Time	2021-10-26 15:03:31
IP	Anonymous

Browser	Other
Device	Other
Referrer	N/A

Reference #	16631112
Status	Complete
Date Submitted	2021-10-26
This application is for an:	Organization
First Name	Jan
Last Name	Jaffe
Organization name (if applicable)	Make Music Ellensburg
Tax ID Number/EIN (required for organizations)	86-2855291
Street Address	103 E 3rd Ave
City	Ellensburg
State	Washington
Zip Code	98926
Phone Number	509-679-1383
Email Address	info@ellensburgmusic.com
Name/Title of Event/Project:	Preschool Music Explorers
Brief description of event/project: (1,500 character limit)	I understand the loneliness of motherhood! This class is offered for kids ages 2-5 plus a trusted adult. We will sing, dance, & play instruments together, building community & musical skills.
Is your event:	Multiple dates over time (e.g. every Saturday in October, once per quarter, etc.)
Event/project Start date	March 2022
Event/project End date	November 2022
Event/project location or venue	Hal Holmes Community Center or Make Music Ellensburg at 103 E 3rd Ave
What is the target audience(s) for this	Children ages 2-5, & their caregivers, in Kittitas County.

event/project? (1,000 character limit)

Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)

Enjoying, creating, & sharing music produces healthier, happier people. Our hearts & minds are opened, bodies are challenged & strengthened, & spirits find new ways to connect. Music also has a subtle way of encouraging problem-solving, self-esteem, self-discipline & responsibility. In short, music is important! Parenthood in our society is often a lonely venture. I would like to bring parents/caregivers together with their young children for a weekly music class for ages 2-5. I taught this class for several years before Covid-19 hit.

What will Arts Commission funding be used for? (1,000 character limit)

The grant will be used for reducing the course cost for all parents & children.

Will admission be charged?

Yes

If admission is charged, how much?

50

Are revenues anticipated?

No

How do you plan to acknowledge the Arts Commission? (700 character limit)

I plan to acknowledge the Arts Commission on our advertising posters, website, & in news articles.

What is the total budget of this event/project?

1040

Funding amount requested from the Arts Commission?

888

What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.

Artist Fees

Description of Expense weekly instruction for 2 months, 2x per year

Amount 800

Sources of funds Arts Commission & parent fee

Professional Services

Rental

Description of Expense rental of Hal Holmes for 2 8-week sessions

Amount 368

Sources of funds	Arts Commission
Promo/Marketing	
Supplies	
Description of Expense	baskets of supplies for each student
Amount	240
Sources of funds	Arts Commission & parents fee
Other	
What other sources of funding do you have for the project? (700 character limit)	Family tuition.
Describe the impact of the Arts Commission funding to the successful completion of this project. (700 character limit)	An Arts Commission grant would enable us to charge half of the cost for our preschool music class, allowing more families an opportunity to participate, while also paying our staff a sustainable pay rate.
Please describe (1,000 character limit) your supporting documents and how they relate to the project (examples of art work, publicity materials, resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.	I have included an animated photo of one of my Preschool Music Explorers classes from 2019, as well as a traditional rhythmic poem called 5 Little Pumpkins that I have taught to young children in the Fall.
Upload supporting documents	5_Little_Pumpkins_coloring_book.pdf (290 KB)
Upload supporting documents 2	IMG_20180322_103454_1-ANIMATION.gif (2.35 MB) 
Last Update	2021-10-26 21:44:25
Start Time	2021-10-26 17:50:47
Finish Time	2021-10-26 21:44:25
IP	Anonymous
Browser	Other

Device	Other
Referrer	N/A

Reference #	16584188
Status	Complete
Date Submitted	2021-10-13
This application is for an:	Organization
First Name	Kathy
Last Name	Cruse
Organization name (if applicable)	Quilters In The Valley
Tax ID Number/EIN (required for organizations)	47-2073773
Street Address	312 S Quartz Mountain Dr
City	Ellensburg
State	Washington
Zip Code	98926
Phone Number	425-466-7281
Email Address	quiltzonquartz@charter.net
Name/Title of Event/Project:	Quilts of Valor Sew Saturdays
Brief description of event/project: (1,500 character limit)	Quilters in the Valley (QITV) Guild was established in March 2014. As a Guild we continue to work towards our Mission Statement including fiber arts education and comfort. QITV joined the Quilts of Valor Foundation (QOVF) in 2018. The foundation's Mission Statement is to cover service members and veterans touched by war with comforting and healing Quilts of Valor. Nationally QOVF has awarded over 281,000 quilts since 2003. The Quilts of Valor Foundation has determined the value of materials in each quilt is approximately \$175.00. The hours of creation are "donated" and not calculated for a monetary worth. Quilt sizes vary from 55"x64" to 72"x90". QITV members have presented over 200 quilts to county veterans since 2018.
Is your event:	Multiple dates over time (e.g. every Saturday in October, once per

quarter, etc.)

Event/project Start date	one Saturday a month
Event/project End date	no end date
Event/project location or venue	Calvary Baptist Church at the Liberty
What is the target audience(s) for this event/project? (1,000 character limit)	QOV Sew Saturdays will be open to the public when Covid restrictions are lifted. For now, quilters from the county and guests are invited. We hope to host a public QOV National Sew Day in February 2022, as we have hosted previously.
Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	We participated in the February QOV Foundation National Sew Days in 2019 and 2020. During the 24-hour 2020 Sew Day we had 90+ community members, donating over 800 hours, quilting for county veterans. The quilters were organized in pods. Experienced quilters taught the art of quilting to the inexperienced. 46 tops were completed during the 24-hour event. Funds from the 2019 Arts Commission awarding helped to pay for materials to complete quilts.
What will Arts Commission funding be used for? (1,000 character limit)	Funding will be used to purchase supplies needed for building comforting and healing Quilts of Valor. Quilts are art created with fabric. You will find art quilts hung in galleries, businesses, homes, and on barns. You will also find quilts draped on the backs of chairs, couches and covering beds. Each quilt, whether classified as "art" or "comfort", requires an "eye" for color, pattern and quilting texture. Experience and education about new fabrics, styles, tools, have benefited our members and the greater community at large for many years.
Will admission be charged?	No
Are revenues anticipated?	No
How do you plan to acknowledge the Arts Commission? (700 character limit)	The Arts Commission will be thanked with placards and community posts on social media.
What is the total budget of this event/project?	unknown
Funding amount requested from the Arts Commission?	\$1500
What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.	

Artist Fees

Amount	gratis
Professional Services	
Amount	gratis
Rental	
Amount	gratis
Promo/Marketing	
Amount	gratis
Supplies	
Amount	unknown
Sources of funds	individual donations
Other	
What other sources of funding do you have for the project? (700 character limit)	2019 we were awarded a \$500 grant from the Arts Commission. 2020 we were awarded a \$2000 grant from the Legend Casino. 2020 we were awarded \$250 from Johnston & Williams. All other costs for building quilts have been donated by quilters. We have not received funds for the 2021/2022 QITV year from an outside source.
Describe the impact of the Arts Commission funding to the successful completion of this project. (700 character limit)	Fabric costs have risen drastically over the last two years. From approx \$8.50 a yard to \$13.00 a yard. The cost of fabric can be a huge detriment to a quilter. Any amount of monetary support will help our commitment to covering County Veterans with QOVs and will keep our program strong.
Please describe (1,000 character limit) your supporting documents and how they relate to the project (examples of art work, publicity materials, resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.	Articles regarding QITV and QOV efforts have been published in the Daily Record and in the NKC Tribune. We have been featured in the PUD publication.
Last Update	2021-10-13 14:26:09
Start Time	2021-10-13 13:53:52
Finish Time	2021-10-13 14:26:09

IP	Anonymous
Browser	Other
Device	Other
Referrer	N/A

Reference #	16638585
Status	Complete
Date Submitted	2021-10-28
This application is for an:	Organization
First Name	Mollie
Last Name	Edson
Organization name (if applicable)	Ellensburg Community Radio
Tax ID Number/EIN (required for organizations)	Ellensburg Community Radio
Street Address	420 N Pearl
City	Ellensburg
State	Washington
Zip Code	98926
Phone Number	2063553538
Email Address	mollieedson@gmail.com
Name/Title of Event/Project:	Inventory of Local Musicians and Venues
Brief description of event/project: (1,500 character limit)	An up to date list of all local musicians willing to play publicly and a list of all venues who hire musicians on a regular basis.
Is your event:	Multiple dates over time (e.g. every Saturday in October, once per quarter, etc.)
Event/project Start date	January 1, 2022
Event/project End date	March 2022
Event/project location or venue	420 Building
What is the target audience(s) for this event/project? (1,000 character limit)	Any local musician who wants to play music and any person or business who wants to hire musicians to play at

their event or venue.

Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	At this point there is no organized inventory of musicians or venues in the City. ECR has been starting to compile local musicians for the purpose of hiring for the Tiny Stage Concert Series. It has become clear that there needs to be a master list that is available to all.
What will Arts Commission funding be used for? (1,000 character limit)	A person(s).preferably a local musician, to contact local musicians and venues and provide a master list with type of music, price range of performances, space and equipment requirements and make this list available to the public, preferably on the Arts Commission web page as well as other music related spaces.
Will admission be charged?	No
Are revenues anticipated?	No
How do you plan to acknowledge the Arts Commission? (700 character limit)	If its on your page, you'll get all the credit!
What is the total budget of this event/project?	\$500
Funding amount requested from the Arts Commission?	\$500
What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.	
Artist Fees	
Description of Expense	Hire musician to compile list
Amount	\$500
Sources of funds	Arts Commission
Professional Services	
Rental	
Promo/Marketing	
Supplies	
Other	
What other sources of funding do you have	Don't need any more funding

for the project? (700 character limit)

Describe the impact of the Arts Commission funding to the successful completion of this project. (700 character limit)

People will be able to access names and contacts for music in town. First Friday Art Walk venues will be able to have live music at their openings, restaurants and bars will have more live music, people having private parties or events will have more live music. Musicians will be hired more frequently. People in Ellensburg will be exposed to more live music.!!

Please describe (1,000 character limit) your supporting documents and how they relate to the project (examples of art work, publicity materials, resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.

We have no documentation at this time.

Last Update	2021-10-28 17:02:11
Start Time	2021-10-28 16:22:54
Finish Time	2021-10-28 17:02:11
IP	Anonymous
Browser	Other
Device	Other
Referrer	N/A

Reference #	16631086
Status	Complete
Date Submitted	2021-10-26
This application is for an:	Organization
First Name	Lee
Last Name	Bates
Organization name (if applicable)	family residence
Tax ID Number/EIN (required for organizations)	N/A
Street Address	1802 N Bluegrass Ln Ellensburg, WA 98926
City	Ellensburg, WA
State	Washington
Zip Code	98926
Phone Number	15099252343
Email Address	lrbates3@fairpoint.net
Name/Title of Event/Project:	Valley Voices-Select Ensemble
Brief description of event/project: (1,500 character limit)	I plan to produce our annual concert to benefit F.I.S.H. in April-the month of the FISH 50th anniversary. A select small ensemble will be used as our entire choir is not able to sing due to Covid restrictions and safe protocols. I plan to use the Methodist Church worship space for the concert. We will need quality Broadway style singers' masks as well as individual voice amplifiers. All funds donated at the door go directly to FISH as they have since 2013. This music endeavor brings our community together and helps a charitable non profit. Our motto: "Singing well to do 'good' in the community"

Is your event:	One day event
Event/project Start date	January 2022 Rehearsals
Event/project End date	April (TBD) 2022
Event/project location or venue	Ellensburg United Methodist Church
What is the target audience(s) for this event/project? (1,000 character limit)	Family event-children through elderly. All welcome. Seating may be adapted for Covid safety measures. In recent years we have performed for a packed house. Please refer to our YouTube "Valley Voices Ellensburg" to see past examples.
Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	The Valley Voices is a non audition community choir open to ALL from high school to senior citizens. The 40 voice choir is now on hiatus due to Covid-19. Our goal is primarily to present concerts that benefit community non profit charities like FISH, Habitat for Humanity and Sparrow Clubs, for example. We are financially self sustaining via member dues. FISH executive director, Peggy Morache, has informed me that FISH will have events in April to mark the 50th anniversary of the organization. I would like to have a small ensemble of select vocalists to perform for this.
What will Arts Commission funding be used for? (1,000 character limit)	1. I would like to order individual Broadway Relief singer masks with space for head mics. 2. individual voice amplifiers 3. funds for publicity (posters, paper ad, programs, etc) 4. individual elevated step (riser) for performances 5. Music 6. Accompanist fee
Will admission be charged?	Yes
If admission is charged, how much?	donation of any amount
Are revenues anticipated?	Yes
How do you plan to acknowledge the Arts Commission? (700 character limit)	The Arts Commission will be introduced (if attending) as well as acknowledged in program.
What is the total budget of this event/project?	\$1,500
Funding amount requested from the Arts Commission?	\$1,500

What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.

Artist Fees	
Description of Expense	Accompanist
Amount	\$200
Sources of funds	grant
Professional Services	
Description of Expense	Singers are volunteers
Rental	
Description of Expense	Church space
Amount	\$150
Sources of funds	grant
Promo/Marketing	
Description of Expense	posters/fliers/ ads
Amount	\$200
Sources of funds	grant
Supplies	
Description of Expense	individual risers (8)
Amount	\$320
Sources of funds	grant
Other	
Description of Expense	music/mics/ singer masks
Amount	\$520
Sources of funds	grant
What other sources of funding do you have for the project? (700 character limit)	None
Describe the impact of the Arts Commission	Funding from the Arts Commission is essential as we

funding to the successful completion of this project. (700 character limit)

have no funds currently. We are a self sustaining organization-not a registered 501 c 3. We operate on member dues. Since we are now not singing there are no funds available. This

Please describe (1,000 character limit) your supporting documents and how they relate to the project (examples of art work, publicity materials, resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.

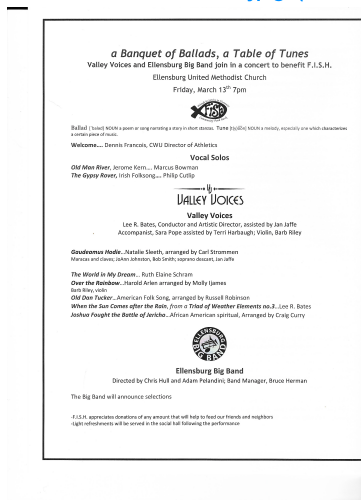
You can visit YouTube . Search "Valley Voices Ellensburg" to view past performances.

Upload supporting documents

[V_V_History.pdf \(624 KB\)](#)

Upload supporting documents 2

[FISH_PROGRAM_1.jpg \(818 KB\)](#)



Last Update

2021-10-26 21:26:18

Start Time

2021-10-26 20:08:49

Finish Time

2021-10-26 21:26:18

IP

Anonymous

Browser

Other

Device

Other

Referrer

N/A

Reference #	16641459
Status	Complete
Date Submitted	2021-10-29
This application is for an:	Individual
First Name	Karl
Last Name	Schwiesow
Street Address	715 E Tacoma Ave
City	Ellensburg
State	Washington
Zip Code	98926
Phone Number	775-848-5297
Email Address	karlschwiesow@hotmail.com
Name/Title of Event/Project:	Pretty Good Studio renovation and "First Friday" Art Walk Openings
Brief description of event/project: (1,500 character limit)	Overall this project will include the subtle renovation and adaptation of a large studio space into a art event and art exhibition space. This renovation will be designed to accommodate both the continuing creation of artworks within the space and the future exhibition of artworks from artists of all genres. Setting up the space will include, but isn't limited to, the construction of movable gallery walls, new/high efficiency lighting, paint, and usual maintenance. This initial investment in renovation will be followed by exhibitions from local artists slated for the spring and summer months of 2022. Calls for local art and community exhibition opportunities, and art workshops, and other unique art events are projected for future use of the space.
Is your event:	Multiple dates over time (e.g. every Saturday in October, once per quarter, etc.)
Event/project Start date	May, 2022
Event/project End	ongoing

date	
Event/project location or venue	Pretty Good Studio, Suite X, 323 N. Main St. Ellensburg Washington.
What is the target audience(s) for this event/project? (1,000 character limit)	Anyone interested in all forms of art, including under-represented artists of any genre, emerging artists, and the general public interested in the arts. The audience for this space will include art patrons, Ellensburg Art Walk, musicians, and the like.
Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	This project will benefit the community by utilizing otherwise closed space. This project provides an opportunity and space for local artists, emerging artists, or any under-represented artists to exhibit, express, perform, or create their works. Which by, enhancing the presence of artists in the community, this project/space would build the reputation of Central Washington, Ellensburg specifically, as a diverse, progressive, and vibrant creative hub. The success of this project will be measured through
What will Arts Commission funding be used for? (1,000 character limit)	Most costs will go toward materials for the renovation and construction of the studio/exhibition spaces movable walls. Advertisement/promotional materials for the upcoming exhibitions in 2022 and Artists fees/honorarium will soak up the remainder of the funds.
Will admission be charged?	No
Are revenues anticipated?	No
How do you plan to acknowledge the Arts Commission? (700 character limit)	Acknowledgements will be included in promotional materials and voiced at artists openings. Acknowledgment will also be included in the presentation of artists honorarium.
What is the total budget of this event/project?	7600
Funding amount requested from the Arts Commission?	2500
What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.	
Artist Fees	

Description of Expense	Artists Fee/Honorarium (\$100/artist)
Amount	600
Sources of funds	Arts Commission
Professional Services	
Description of Expense	LABOR: Construction/Renovation/cleaning/upkeep/web development/promo design/
Amount	1500
Sources of funds	Karl Schwiesow
Rental	
Description of Expense	2022-2023 (1 year annual rent)
Amount	3600
Sources of funds	Karl Schwiesow
Promo/Marketing	
Description of Expense	Printing, Web hosting, distribution and other promotional outreach
Amount	200
Sources of funds	Arts Commission
Supplies	
Description of Expense	Construction materials for renovation.
Amount	1700
Sources of funds	Arts Commission
Other	
What other sources of funding do you have for the project? (700 character limit)	Private Funding (Karl Schwiesow).

Describe the impact of the Arts Commission funding to the successful completion of this project. (700 character limit)	This being an ongoing project for art exhibitions/events and studio space for artists will have been given a significant initial investment by the Arts Commission which will have contributed to the overall development and improvements of a local art exhibition and studio space(s). The funding will also have contributed directly to the exhibiting artists through the Artist Fee/Honorarium. This additional boost to the artists will contribute to materials costs, transportation, and other costs.
Please describe (1,000 character limit) your supporting documents and how they relate to the project (examples of art work, publicity materials, resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.	My supporting resume and proposal illustrate my professional commitment to the arts in a multitude of capacities. Including, not only a consistent exhibition record, but a commitment to education, advocacy, and community outreach in the arts. Though some of my appointments indicate travel outside Washington State, I maintain my permanent home and studio in Ellensburg Washington and take every opportunity to engage locally. More information about me and my art can be found at artisfne.com. The second supporting document contains images of the proposed space for renovations. The images show the space as it is currently used. The PDF also shows a proposed layout with renovations in place. Walls would be movable and could be arranged to suit artists needs. New paint, floor finishing, and lights would be installed.
Upload supporting documents	KARL_SCHWIESOW_RESUME_2021.pdf (212 KB)
Upload supporting documents 2	Karl_Schwiesow_Pretty_Good_Studio_Proposed_Floor_Plan_2021.pdf (2.06 MB)
Last Update	2021-10-29 14:28:46
Start Time	2021-10-29 10:05:17
Finish Time	2021-10-29 14:28:46
IP	Anonymous
Browser	Other
Device	Other
Referrer	N/A

Reference #	16634965
Status	Complete
Date Submitted	2021-10-27
This application is for an:	Individual
First Name	TERESA
Last Name	FRANCOIS
Street Address	1007 E. 3RD AVENUE
City	Ellensburg
State	Washington
Zip Code	98926
Phone Number	5412927851
Email Address	teresafrancois@hotmail.com
Name/Title of Event/Project:	The Art of Recovery
Brief description of event/project: (1,500 character limit)	The purpose of The Art of Recovery community project will be to create, collaborate and share artistic expression that focuses on substance use disorder recovery. The project participants will be diverse in age, socio-economic status, gender, sexual orientation and ethnicity. This project will serve as a safe place where people in recovery from substance use disorder and their families can maintain their wellness through art. The Art of Recovery participants will mutually benefit from peer support by collaborating ideas. Participants will learn art skills from a basic level to advanced . The project will serve as a safe space for those in recovery, free of judgement and open to growth and change. Art helps the participant find new ways to express their emotions and heal from their past. In doing so, overcoming beliefs about personal limitations and barriers in order to be successful. Ultimately, eliminating fears, building self-esteem, increasing motivation and providing a platform for advocacy. The Art of Recovery will be committed to supporting substance use disorder recovery and proud to serve individuals in our community.

As a culmination of participants' dedication and skill in their art creation, public art

displays at KCRCO will engage the community through it's collaborative efforts and educational resources. The Art of Recovery will create a platform to dispel stigma, while forging a path in recovery.

Is your event:	Multiple dates over time (e.g. every Saturday in October, once per quarter, etc.)
Event/project Start date	January 1, 2022
Event/project End date	December 31, 2022
Event/project location or venue	Kittitas County Recovery Community Organization
What is the target audience(s) for this event/project? (1,000 character limit)	The target audience for The Art of Recovery project will be diverse in age, socio-economic status, gender, sexual orientation and ethnicity. This project will serve as a safe place where people in recovery from substance use disorder and their families can maintain their wellness through creating art. There are many benefits through the creative process: -Allows for healthy emotional release -Serves as a method of self-expression -Provides stress management -Helps a person adjust during the recovery process -Decreases any denial of addiction -Increases your motivation to change -Provides a safe outlet for painful emotions -Lessens the shame of addiction -Serves as a break from intensive talk therapy -Allows the subconscious to express itself creatively -Gives an alternative way to communicate feelings -Serves as something tangible to discuss with peers (Source: https://www.gatewayfoundation.org/addiction-blog/recovery-art/)
Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	The Art of Recovery project will benefit our community by serving as a safe place where people in recovery from substance use disorder and their families can maintain their wellness through art. As a culmination of participants' dedication and skill in their art creation, public art displays at KCRCO will engage the community through it's collaborative efforts and educational resources. The Art of Recovery will create a platform to dispel stigma and give individuals a voice through their artwork while forging a path in recovery. There are many benefits through the creative process: -Allows for healthy emotional release -Serves as a method of self-expression -Provides stress management

- Helps a person adjust during the recovery process
- Decreases any denial of addiction
- Increases your motivation to change
- Provides a safe outlet for painful emotions
- Lessens the shame of addiction
- Serves as a break from intensive talk therapy
- Allows the subconscious to express itself creatively
- Gives an alternative way to communicate feelings
- Serves as something tangible to discuss with peers

(Source: <https://www.gatewayfoundation.org/addiction-blog/recovery-art/>)

The Art of Recovery will strive to establish a supportive, inclusive, healthy community that will encourage volunteerism and leadership to advocate access to recovery services.

What will Arts Commission funding be used for? (1,000 character limit)	The Arts Commission funding will be used mostly for art supplies. There will be no rent assessed at KCRCO for the space used for the project. Promotion will be done through social media and in coordination with KCRCO.
Will admission be charged?	No
Are revenues anticipated?	No
How do you plan to acknowledge the Arts Commission? (700 character limit)	The Arts Commission grant funding will be acknowledged in the KCRCO building, displayed adjacent to the artwork by individuals and in the studio space. Also, it will be noted in all social media posts related to the project.
What is the total budget of this event/project?	2500
Funding amount requested from the Arts Commission?	2500
What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.	
Artist Fees	
Description of Expense	Professional Development/Planning

Amount	500
Sources of funds	Arts Commission
Professional Services	
Description of Expense	N/A
Amount	-
Sources of funds	-
Rental	
Description of Expense	N/A
Amount	-
Sources of funds	-
Promo/Marketing	
Description of Expense	N/A
Amount	-
Sources of funds	-
Supplies	
Description of Expense	acrylic paints, roll of un-primed canvas, canvas', wood (building frames), paintbrushes, watercolors, ink, various types of paper, oil & water-soluble pastels, pencils/erasers and other art supplies, as needed.
Amount	2,000
Sources of funds	Arts Commission
Other	
Description of Expense	N/A
Amount	-
Sources of funds	-

What other sources of funding do you have for the project? (700 character limit)	At this time, there are no other sources of funding for The Art of Recovery Project. I am currently researching opportunities.
Describe the impact of the Arts Commission funding to the successful completion of this project. (700 character limit)	The impact of the Arts Commission funding to the successful completion of The Art of Recovery is crucial to starting the project this year in coordination with the new KCRCO center. It will provide another source of support to their various offerings to individuals. My hope, is that through success of the project, more funding will become available.
Please describe (1,000 character limit) your supporting documents and how they relate to the project (examples of art work, publicity materials, resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.	Currently, I am the art teacher at Kittitas Secondary School. In my 12 years of teaching, I have an extensive background in a variety of art mediums and working with students of all ages and skill levels. My B.A. in Studio Arts from Missouri State University and my M.A. in Art Education (K-12) is from the University of New Mexico. I have curated small exhibits of artwork for display in community venues. Formally, I was a Resident Artist at Gallery One and enjoyed the collaborative environment. In developing The Art of Recovery project, I researched programs in the United States and the impact art has on healing. Below are research documents supporting the benefits of art creation in recovery from substance abuse disorders. Thank you for your time and I look forward to hearing from you soon!
Upload supporting documents	The_Connection_Between_Art_Healing_and_Public_Health.pdf (541 KB)
Upload supporting documents 2	Art_Therapy__An_Effective_Addiction_Treatment_Method.docx (714 KB)
Last Update	2021-10-27 23:42:32
Start Time	2021-10-26 08:42:53
Finish Time	2021-10-27 23:42:32
IP	Anonymous

Browser	Other
Device	Other
Referrer	N/A

Reference #	16640761
Status	Complete
Date Submitted	2021-10-29
This application is for an:	Individual
First Name	Justin
Last Name	Gibbens
Street Address	51 Goodwin Rd
City	Thorp
State	Washington
Zip Code	98946
Phone Number	(509) 899-2069
Email Address	justingibbensart@gmail.com
Name/Title of Event/Project:	Justin Gibbens: Solo exhibition at the Clymer Museum
Brief description of event/project: (1,500 character limit)	I am requesting money for the development of new paintings and taxidermy sculptures for an exhibition at the Clymer Museum in November-December 2022. This includes the purchasing of materials and the research and professional development associated with this work. Support from the EAC will help defray the material and educational expenses of this project and exhibition. I use the disciplines of both scientific illustration and traditional Chinese painting within my ink and watercolor paintings of animals on panel. In my latest work, I use taxidermy mounts for reference material. I also utilize found specimens such as roadkill, window casualties and 'cat gifts' for my painting models. Much to my wife's chagrin, these specimens occupy my freezer until I'm ready paint them. Once I begin, there is finite amount of working time due to the natural breakdown of living material. By gaining some experience in the craft of taxidermy, I could preserve these specimens to aid in my painting process. Working from life allows one to appreciate the nuances of a thing more

fully (i.e., the feather detail, the pleated scales a snake, the whorls and folds within a mammal's fur). Funding from the Commission would support the research and development in the craft of taxidermy along with associated supplies in preparation for my 2022 Clymer exhibition. Displaying the taxidermy pieces alongside observational paintings would make for a compelling counterpoint.

Is your event:	Multiple dates over time (e.g. every Saturday in October, once per quarter, etc.)
Event/project Start date	November 18, 2022
Event/project End date	December 31, 2022
Event/project location or venue	The Clymer Museum
What is the target audience(s) for this event/project? (1,000 character limit)	The Ellensburg community, local and visiting artists, Art Walk regulars, CWU students, art and wildlife enthusiasts, Audubon Society members and supporters of KEEN, sportsmen and sportswomen, lovers of the outdoors and the landscape of the Pacific Northwest and Central Washington along with anyone else who might step foot into the Clymer Museum during the exhibition.
Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	As stated on the Museum's website: "The Clymer museum celebrates and displays the creative and cultural vitality of our community and the artist of the Northwest." As an artist who actively participates in our local arts scene, I am excited and honored to have the chance to share my latest body of work with our community at the Clymer Museum in 2022. In a time when our attention spans are fleeting and our experience of nature is becoming increasingly mediated as we are tethered to our devices, I find the discipline of observational painting with watercolor, ink and brush to be a meditative and worthwhile exercise. The natural world is mysteriously fascinating and amazingly weird, and humankind's relationship to it is layered, complex and ambiguous, and it is through my artwork that I explore this. As a part of the exhibition, I will offer an artist talk and a scientific illustration workshop at the Museum that will be free to the public. The associated metrics for this project will be measured by the attendance record over the course of this exhibition. It is my hope and expectation that local and personal promotional material will help generate a enthusiasm about the show and promote a strong turnout for its duration.
What will Arts Commission funding be used for? (1,000	Support from the Art's Commission would support the purchase of taxidermy and painting supplies in preparation for the 2022 exhibition.

character limit)	These items include the following: •Taxidermy-related supplies and tutorials (mounting and display materials for specimen preparations, and instructional books and/or a lesson with local taxidermist) •A small chest freezer for the preservation of specimens •Cradled plywood art panels of varying sizes for the development of new work •Heavy weight hot-press watercolor paper •Painting supplies (watercolor ground, ink and paint, quality brushes)
Will admission be charged?	No
If admission is charged, how much?	0
Are revenues anticipated?	No
How do you plan to acknowledge the Arts Commission? (700 character limit)	Should the Arts Commission support this project, acknowledgement to the EAC will be conveyed through notification and announcements via social media, the Clymer Museum and my personal website, social media and by way of any printed material that the Clymer Museum produces.
What is the total budget of this event/project?	\$4000
Funding amount requested from the Arts Commission?	\$2500
What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.	
Artist Fees	
Description of Expense	Artist honorarium for artist talk and illustration workshop
Amount	\$300
Sources of funds	Self-funding
Professional Services	
Description of Expense	Taxidermy tutorial, books and/or other educational material
Amount	\$400
Sources of funds	Self-funded

Rental	
Description of Expense	NA
Amount	NA
Sources of funds	NA
Promo/Marketing	
Description of Expense	NA
Amount	NA
Sources of funds	NA
Supplies	
Description of Expense	Cradled art panels, watercolor paper, brushes and painting supplies, taxidermy supplies and tools
Amount	\$3000
Sources of funds	Self-funded
Other	
Description of Expense	Chest freezer for specimen preservation
Amount	\$300
Sources of funds	Self-funded
What other sources of funding do you have for the project? (700 character limit)	No other sources of funding have been secured.
Describe the impact of the Arts Commission funding to the successful completion of this project. (700 character limit)	Arts Commission money is not necessary to the successful completion of this project. That said, support from the Commission would help defray my own expenses that will be incurred as I work towards the development of new pieces for this exhibition. It would be a tangible affirmation that what I have done and what I continue to do as a local artist has a positive and meaningful impact in contributing to the creative vitality of this community.
Please describe (1,000 character limit) your supporting documents and how they relate to the project (examples of art work, publicity materials,	The Work Samples demonstrate developments in my own brand of natural science illustration, along with some in-progress images and installation shots.

resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.

The Artist Resume demonstrates my commitment to my craft as professional artist that spans two decades.

Upload supporting documents	Gibbens_Work_Samples.pdf (1.65 MB)
Upload supporting documents 2	Gibbens_Artist_Resume.pdf (178 KB)
Last Update	2021-10-29 11:23:23
Start Time	2021-10-29 08:22:48
Finish Time	2021-10-29 11:23:23
IP	Anonymous
Browser	Other
Device	Other
Referrer	N/A

Reference #	16642186
Status	Complete
Date Submitted	2021-10-29
This application is for an:	Individual
First Name	Jenny
Last Name	Humphrey
Street Address	915 East 1st Avenue
City	Ellensburg
State	Washington
Zip Code	98926
Phone Number	5419542620
Email Address	ellensburgfiddler@gmail.com
Name/Title of Event/Project:	Killdeer Goes Digital!
Brief description of event/project: (1,500 character limit)	Killdeer String Band is an instrumental group blending Celtic and Gypsy musical traditions with NW indie rock, and American bluegrass. For this project, we'd like to create an iPad-based music organization system that will allow us to keep our music in one place, access and edit it from various locations, and be able to easily share it digitally with other musicians for future collaborations. After 18 months of not performing we were apprehensive but mostly ecstatic to finally perform in front of live audiences again. For several of the shows we collaborated with fellow musicians Stephanie Hsu on violin and AP Pualani on cello. It was exciting to add new parts that ultimately added complexity and energy to our sound. Our biggest challenge was trying to find and physically organize all of our written parts for the music. Having a digital organization system in one location would alleviate these issues.
Is your event:	One day event

Event/project Start date	Spring 2022
Event/project End date	Spring 2022
Event/project location or venue	TBD (local performance hall)
What is the target audience(s) for this event/project? (1,000 character limit)	For this project, we will offer a free performance at a local venue TBD to be scheduled in spring 2022. The audience will be the general public, and attendance will likely be one to two hundred people. We will continue to use this system as we perform our regular schedule of 15 to 20 performances per year, throughout the Central Washington and Seattle regions.
Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	We hope to continuously increase the quality of our music offerings to the local community. As a group of professional musicians, Killdeer String Band relies on the vitality and evolving musicianship of its members. We have recently began to collaborate with Yakima Symphony musicians Stephanie Hsu on violin and AP Pualani on cello, expanding our string sound in many dimensions. Being a local band, we have developed a fan base of friendly and familiar faces. Many Ellensburg residents relish the opportunity to see live music around town. Live performances are ways that we can meaningfully connect with our community and share our music. We plan to continue to develop and expand our musical offering to the community as we collaborate with more musicians, and this iPad music storage system will make it much easier to store and develop our music.
What will Arts Commission funding be used for? (1,000 character limit)	The funding will be used to purchase an iPad mini, which will be loaded with apps designed to store, share, and arrange written music. We also plan to purchase a foot pedal, which will allow us to toggle through multiple pages on longer pieces. We will also purchase a holder and stand, so that the iPad can be secured while we are performing. Some money will also be used to rent a local performance hall.
Will admission be charged?	No
Are revenues anticipated?	No
How do you plan to acknowledge the Arts Commission? (700 character limit)	We will acknowledge the Arts Commission in any promo and press materials related to the event, as well as any social media postings. At the concert, we will announce the contributions of the Arts Commission from the stage. In addition, our previous CD recording was funded in part by the Arts Commission, and we have acknowledged the Arts Commission as a logo, and a reference in the liner notes of the CD.

What is the total budget of this event/project?	1510
Funding amount requested from the Arts Commission?	1510
What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.	
Artist Fees	
Professional Services	
Rental	
Description of Expense	Local Hall Rental
Amount	250
Sources of funds	EAC
Promo/Marketing	
Description of Expense	Posters
Amount	50
Sources of funds	EAC
Supplies	
Description of Expense	2 iPad minis w/ page turn pedals, stand, & holder
Amount	1210
Sources of funds	EAC
Other	
What other sources of funding do you have for the project? (700 character limit)	Having lost a significant amount of revenue stream from live performances due to Covid, we are now in a situation where we are not able to fund this project from our performance income. The slush fund we had set aside has run dry.
Describe the impact of the Arts Commission funding to the successful completion of this project. (700 character limit)	Without the support of the Arts Commission, we would not be able to fund a project like this. For local musicians, innovation and development takes time and resources, and we depend on organizations like the Ellensburg Arts Commission to make progress.

Please describe (1,000 character limit) your supporting documents and how they relate to the project (examples of art work, publicity materials, resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.

The first supporting document is our resume. It summarizes and describes notable performances, our recordings, and bio data of the performers.

The second document is a photo of the latest CD liner, which includes a photo of the band, and recognition of the Arts Commission.

Upload supporting documents	Killdeer_Resume.pdf (61 KB)
Upload supporting documents 2	killdeer_CD.jpg (209 KB) 
Last Update	2021-10-29 15:00:34
Start Time	2021-10-29 12:27:19
Finish Time	2021-10-29 15:00:34
IP	Anonymous
Browser	Other
Device	Other
Referrer	N/A

Reference #	16642266
Status	Complete
Date Submitted	2021-10-29
This application is for an:	Individual
First Name	William
Last Name	Bow
Street Address	205 West Alaska Ave
City	Roslyn
State	Washington
Zip Code	98941
Phone Number	4255894000
Email Address	gowillbow@gmail.com
Name/Title of Event/Project:	"A Space in Mind/Mind in Space"
Brief description of event/project: (1,500 character limit)	Artist exhibit at Gallery One from the end of January, 2022 through February, 2022. This is a dual artist show at Gallery One in Ellensburg with local artist, Sam Fischer. My pieces in the show would consist of both two dimensional and three dimensional concept pieces. The three dimensional concept pieces would be made in metal and wood. I work mainly in two dimensional art and so for the three dimensional pieces, I would be utilizing the aid of other artists in carpentry and metal smithing. My work will be focused on our consciousness and how we are exposed to and take in a flood of information daily and how we try to compartmentalize that information. My work will also incorporate how we sometimes give information a physical space in order for us to process the same. My intention would be to create a grouping of miniature dwellings for gallery patrons to inhabit while processing and contemplating the content of the show—a place to step away and be in their own head space – a type of interactive sculpture.
Is your event:	Multiple day event (e.g. Thursday thru Saturday)

Event/project Start date	January 21 2022
Event/project End date	February 19 2022
Event/project location or venue	Gallery One, Ellensburg
What is the target audience(s) for this event/project? (1,000 character limit)	The target audience is community members of Ellensburg, Kittitas County and beyond, fellow artists, CWU students and those visiting the area. The intention would be to have folks from all walks of life be able to experience the exhibit.
Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	The goal for this exhibit is to provide the benefit and impact of an immersive experience through art. Art invites the viewer to experience a breath of responses –entertainment, provocation, finding humor, peace, solace (among other responses) –while actively contemplating its meaning and intention. Interactive art takes those responses and gives the viewer a tangible, physical way or place within which to experience them. My hope would be that my work could provide that for the gallery patrons and that the physical, interactive experience would enhance their viewing of the rest of the show. I also want the show to illuminate the work of other local artists and to instill pride in our local, artist communities. I would like to hire a local carpenter to assist with the woodwork involved in the pieces and a local metal smith to assist and advise with the sculptural elements. If funds were awarded by EAC, those could be used to enhance the art being completed and put some of those funds back into the community, to compensate the local artists assisting on the pieces.
What will Arts Commission funding be used for? (1,000 character limit)	Any awarded funds from the art commission would be used for materials, wood panels, framing materials, paints, brushes, metal, compensation for artist assistance with larger scale sculptures and carpentry assistance with wood sculptures, renting out metal studio space.
Will admission be charged?	No
Are revenues anticipated?	No
How do you plan to acknowledge the Arts Commission? (700 character limit)	I would acknowledge the Arts Commission in my Artist Statement and let fellow artists know where funding for the project came from.
What is the total budget of this	\$4,000-\$5,000

event/project?	
Funding amount requested from the Arts Commission?	\$2,500
What other sources of funding do you have for the project? (700 character limit)	Just personal funding thus far.
Describe the impact of the Arts Commission funding to the successful completion of this project. (700 character limit)	Any funding provided by the Arts Commission would allow me to fulfill my vision for this show. It would allow me the ability to work with other local artists/artisans, to receive their guidance and expertise and for that to facilitate what I aim to create.
Please describe (1,000 character limit) your supporting documents and how they relate to the project (examples of art work, publicity materials, resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.	Supporting document file has been uploaded as a .pdf
Upload supporting documents	Images_of_work_resume.pdf (634 KB)
Last Update	2021-10-29 15:18:22
Start Time	2021-10-29 09:03:42
Finish Time	2021-10-29 15:18:22
IP	Anonymous
Browser	Other

Device	Other
Referrer	N/A

Reference #	16640230
Status	Complete
Date Submitted	2021-10-29
This application is for an:	Organization
First Name	Monica
Last Name	Miller
Organization name (if applicable)	Gallery One Visual Arts Center
Tax ID Number/EIN (required for organizations)	91-0850195
Street Address	408 N PEARL ST
City	ELLENSBURG
State	Washington
Zip Code	989263112
Phone Number	5099252670
Email Address	director@gallery-one.org
Name/Title of Event/Project:	Monica Miller
Brief description of event/project: (1,500 character limit)	Gallery One requests funds to support exhibiting artists for the 2022 calendar through our Visiting Artist Program and Artists in Action Program. These two programs seek to support the individual artist by creating equitable and paid opportunities for them to share their work the community, fostering community connections. Our VAP will invite exhibiting artists in 2022 to apply for a residency at G1. Artists will be offered the space to make new work or continue research in a studio; they will be given a place to stay through a partnership with PUNCH Projects; and offered a stipend for their time (request in progress with the Robert McMillen Foundation). Funding would offset lost revenue for the studio space for five months. \$600 requested.

Artists in Action places artists around the community to give artist

demonstrations. Funding is requested to pay artists to demonstrate their art form at Unity Park (or other location depending on Park development) in conjunction with the Farmer's Market. Exhibiting artists in 2022 will be invited to apply for an artist stipend of \$100-\$250 during their exhibit. \$1900 requested.

This project supports the following of our strategic priorities:

1. ENSURE OUR PROGRAMS ARE ACCESSIBLE BY CREATING ART EXPERIENCES BEYOND OUR WALLS
2. BROADEN ARTISTS' PUBLIC AUDIENCE AND EXPOSURE
3. BRING PROFESSIONAL ARTISTS TO OUR COMMUNITY BY ESTABLISHING AN ALL-INCLUSIVE ART RESIDENCY PROGRAM
4. ADDRESS FINANCIAL BARRIERS

Is your event:	Multiple dates over time (e.g. every Saturday in October, once per quarter, etc.)
Event/project Start date	May 1, 2021
Event/project End date	October 31, 2021
Event/project location or venue	Gallery One and Unity Park or Farmer's Market area
What is the target audience(s) for this event/project? (1,000 character limit)	We have three target audiences: 1. Those who might not otherwise have access to the arts or be inclined to visit galleries and museums. Specifically we are hoping to offer an intergenerational experiences for all ages. 2. Those who seek to have a deeper understanding of the creative process and are already motivated to learn more and connect such as the 1400 Gallery One members and the artist community. 3. Those who are visiting Ellensburg.
Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	Our vision is to create a community drawn together by the visual arts and experiences. We believe that art and artists enrich our lives by expanding our horizons, connect people and build relationships, contribute to a local, creative economy, are an important part of a youth's education, and can be a powerful tool for equity. Our measurable goals will be to: 1. Increase the artist's audience by placing them outside and giving them a space to make work 2. Increase community access to artists of color, LGBTQIA+, backgrounds and mediums through gathering demographics through the application process. See exhibition schedule attached for exhibiting artist examples. 3. Increase artist' income through offering paid stipends.
What will Arts Commission	\$600 to offset lost revenue for up to 3 months of studio space. Total

funding be used for? (1,000 character limit)	revenue lost could be up to \$2400 due to making the space available. \$1900 toward artist stipends for Artists in Action. Artist can ask for \$100-\$250 depending on demonstration proposal and time commitment. In general Gallery One pays \$33/hr to professional artists as per the Washington State Arts Commission standard set.
Will admission be charged?	No
Are revenues anticipated?	No
How do you plan to acknowledge the Arts Commission? (700 character limit)	Website, studio door and sandwich board during demonstrations.
What is the total budget of this event/project?	12,100
Funding amount requested from the Arts Commission?	2500
What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.	
Artist Fees	
Description of Expense	Artist in Action and Residency Stipend
Amount	5500
Sources of funds	Lodging Tax, McMillen Foundation and Ellensburg Arts Commission
Professional Services	
Rental	
Description of Expense	Housing and Studio Space
Amount	4600
Sources of funds	PUNCH, board members and EAC
Promo/Marketing	
Supplies	
Other	
Description of Expense	Project Management

Amount	2000
Sources of funds	Gallery One
What other sources of funding do you have for the project? (700 character limit)	Gallery One is seeking funds from: Robert McMillen Foundation- Artist Stipends Lodging Tax - Art delivery expenses and artist stipends EAC- Artist stipends and lost earned revenue for studio space Board members and PUNCH Projects for artist housing
Describe the impact of the Arts Commission funding to the successful completion of this project. (700 character limit)	Funding from the EAC will determine how many Artists in Action we can host and share with the community as well as how long the studio space can be available for our Visiting Artist Program.
Please describe (1,000 character limit) your supporting documents and how they relate to the project (examples of art work, publicity materials, resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.	Included is a PDF preview of the 2022 exhibiting schedule and participating artists. 2022 artists will be invited to offer an Artist in Action or apply for a residency program. We hope to offer deeper connections to our exhibiting artists by offering our community more opportunities for engagement with them. Without artist stipends we are relying on the individual artists privilege and capacity to bring their work to Ellensburg. In addition, the change of the first Friday format has not been as conducive to meeting new people. We hope that by placing artists outside and providing them long-term opportunities to meet Ellensburg, we can create deeper connections.
Upload supporting documents	2022_Exhibits.pdf (1.69 MB)
Last Update	2021-10-29 09:37:35
Start Time	2021-10-29 09:15:58
Finish Time	2021-10-29 09:37:35
IP	Anonymous
Browser	Other
Device	Other
Referrer	N/A

Reference #	16638916
Status	Complete
Date Submitted	2021-10-28
This application is for an:	Organization
First Name	Justin
Last Name	Gibbens
Organization name (if applicable)	PUNCH Projects
Tax ID Number/EIN (required for organizations)	27-1979622
Street Address	PO Box 111
City	Thorp
State	Washington
Zip Code	98946
Phone Number	(509) 899-2069
Email Address	art@punchgallery.org
Name/Title of Event/Project:	PUNCH Projects presents: International T-shirt Day
Brief description of event/project: (1,500 character limit)	Known for their pop-up exhibitions and events, PUNCH seeks to engage with the broader community in a novel and inclusive way. This time, the collective will activate Ellensburg's Unity Park for an event commemorating not only the official beginning of Summer 2022 but also International T-shirt Day. A mobile screen-printing station will be on site as board members screen print t-shirts in real time for the public. This free event open to all will be a great way for the community to gather outside and celebrate the changing of the seasons, the arts in Central Washington and t-shirts... because who doesn't love a good t-shirt? Folks will be able to have an original image printed on their own garment for free. Blank t-shirts will also be available for sale at cost. Each design will be a unique work of art created by PUNCH

members celebrating summertime fun, local pride, and popular tropes of the Northwest and Central Washington through PUNCH's own branding and aesthetic. This pop-up event will draw upon the group's diverse skill set of screen printing, illustration, graphic design and civic engagement.

Coupled with the mobile screen-printing station, PUNCH's International T-shirt Day will be complemented by the ambiance of DJ Grand Marshal spinning summertime hits, along with fun lawn games and free icy-sweet sno-cones. International T-shirt day will be a fantastic way for everyone to engage in the arts, celebrate the start of summer, and commune in a stylish and inclusive way.

Is your event:	One day event
Event/project Start date	Tuesday, June 21, 2022
Event/project End date	Tuesday, June 21, 2022
Event/project location or venue	Unity Park, Ellensburg, WA
What is the target audience(s) for this event/project? (1,000 character limit)	The target audience for this event includes anyone who loves t-shirts, those who want to engage with the arts, or simply those who aim to meet some fun people and eat a sno-cone. This demographic includes the Ellensburg community, visitors and tourists, CWU students, t-shirt aficionados and anyone who stumbles into the park to take a photo with the Ellensburg Bull
Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	Have you seen what the kids are wearing these days?! Let's be honest, our whole community could use a wardrobe makeover. PUNCH wants to aid in providing this. Our goal through this event is to send everyone who attends home with a wearable work of art, to encourage dialogue and interaction, to educate about the screen printing process, to share our enthusiasm for summertime and to have fun. In April of 2021, Ellensburg's Rotary Pavillion was renamed "Unity Park" by the City Council. As council member Nancy Goodloe envisions "this area being a gathering spot for events, family reunions, etc. ...I think it will be a place where we gather and will have meaning." By activating the pavillion for an afternoon, in our own small way, PUNCH believes this event will be a great example of what the City Council was envisioning. Success of the event will be measured by just how many new t-shirts are modeled around town after the event. PUNCH will keep a quantitative tally of just how many shirts were silk screened, how much ink was used and how many shirts were distributed. Based off of the success of prior activities, PUNCH imagines this will be a positive and popular event.
What will Arts Commission funding be used	•Printing supplies (4 screens burned with images, screen printing ink, portable rack for display of available designs) •Event promotion (posters, flyers, handbills and online

for? (1,000 character limit)	promotion) •DJ fee •Snow-cone machine rental •Purchase of straw bales to mark off the area and provide seating •Artist fees for designing and silk screening the original images
Will admission be charged?	No
If admission is charged, how much?	0
Are revenues anticipated?	No
How do you plan to acknowledge the Arts Commission? (700 character limit)	We will acknowledge the commission in all our advertising and promotional material (physical and social media). Additionally, we will have signage at the event to acknowledge the EAC.
What is the total budget of this event/project?	\$2500
Funding amount requested from the Arts Commission?	\$2500
What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.	
Artist Fees	
Description of Expense	Illustrating/designing the silk screen designs
Amount	\$250 x 4 design = \$1000
Sources of funds	No source
Professional Services	
Description of Expense	professionally burned silk screens, screen-printing the day of

Amount	\$420
Sources of funds	No source
Rental	
Description of Expense	sno-cone machine rental
Amount	\$80
Sources of funds	No source
Promo/Marketing	
Description of Expense	physical posters and handbills around town and social media blasts
Amount	\$100
Sources of funds	No source
Supplies	
Description of Expense	silk-screening ink, t-shirts, sno-cone supplies, rack for displaying t-shirts, straw bales to mark off area and for sitting
Amount	\$600
Sources of funds	No source
Other	
Description of Expense	DJ Fee
Amount	\$300
Sources of funds	No source
What other sources of funding do you have for the project? (700 character limit)	No other sources of funding for expenses have been secured.
Describe the impact of the Arts Commission funding to the	Arts Commission money will assist in the successful realization of International T-Shirt Day, and thereby support the underlying mission of not only PUNCH but also the Arts Commission itself.

successful completion of this project. (700 character limit)	From its 10-year history as a gallery in Seattle, to its current iteration as a rural arts collective, PUNCH has worked to promote visual dialogue between urban and rural art communities. In an ongoing effort to promote artwork that is thoughtful, fresh and contemporary coupled with a desire to further bridge urban rural connections, PUNCH Projects supports the cultural vibrancy of rural art scenes by spurring creative awareness, cross-cultural engagement and economic vitality.
Please describe (1,000 character limit) your supporting documents and how they relate to the project (examples of art work, publicity materials, resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.	The Resume demonstrates PUNCH's 15-year commitment to the visual arts here in Washington. The Work Samples from previous projects and art exhibitions document PUNCH's success with past events and illustrate examples of what some of the t-shirt designs might look like for this project.
Upload supporting documents	PUNCH_resume_2021.pdf (101 KB)
Upload supporting documents 2	Punch_Work_Samples.pdf (993 KB)
Last Update	2021-10-28 23:10:26
Start Time	2021-10-28 21:08:43
Finish Time	2021-10-28 23:10:26
IP	Anonymous
Browser	Other
Device	Other
Referrer	N/A

Reference #	16642577
Status	Complete
Date Submitted	2021-10-29
This application is for an:	Individual
First Name	Crista
Last Name	Ames
Street Address	715 E Tacoma Ave
City	Ellensburg
State	Washington
Zip Code	98926
Phone Number	5095287841
Email Address	cristaannames@gmail.com
Name/Title of Event/Project:	Missappropriated Mythology
Brief description of event/project: (1,500 character limit)	Missappropriated Mythology is a body of work I am making in which I have been recreating female monuments and well-known sculptures from art history with the addition of symbolic animals of a different and paradoxical pagan mythological creature. I see the work as a reclaiming of female bodies historically created through the lens of the male gaze, and recreation of new female monuments that are less one-dimensional depictions than their predecessors. These themes I will be exploring through a series of life size ceramics sculptures and busts, resulting in the inaugural show at the new downtown exhibition space, Pretty Good Studio. Opening night will be first Friday in June and be a part of the walk. My goal is to make people rethink ideas of what is feminine, and who is allowed to be. I want to help people see and normalize the dualities present in all of us instead of categorizing in singular absolutes. These figures are my primary artist direction, and I've been exploring the human and animal form in clay for 13 years. As an emerging artist just starting to establish myself here in Washington, this would be my first solo exhibition in Ellensburg. This exhibition is an important step in my career to gain more visibility within our local community and establishing myself as a Washington artist.

Is your event:	Multiple day event (e.g. Thursday thru Saturday)
Event/project Start date	June 3 2022
Event/project End date	July 1st 2022
Event/project location or venue	Pretty Good Studio 323 N Main Street (upstairs) Ellensburg, WA
What is the target audience(s) for this event/project? (1,000 character limit)	My target audience for this exhibition is people of all ages interested in seeing figural sculptures. I have shown in Ellensburg before in group shows at Gallery one and the 420 Loft. Each venue has a different audience that relates to their mission and regular patrons. Showing in a new and alternative gallery space will rely on word of mouth and advertising on my part. I would advertise through social media, connect with CWU student groups, help Pretty Good Studios become an Art Walk partner, and post flyers at other art venues around town. My audience will be locals, CWU students and faculty, First Friday art walk goes, and my social media followers, and my collectors.
Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	After the announcement of the impending closer of the 420 Loft gallery, Karl Schwiesow and I have been trying to think of new untraditional opportunities for artist to exhibition their work here in Ellensburg. In response to this need, we are opening a monthly pop-up gallery hosting art events, exhibitions, and performance-based experiences happening during First Friday art walks. My exhibition at the Pretty Nice Studio will be our first endeavor at creating a new exhibition space in the community and will help to establish us a new venue for young, emerging, and unconventional artist to approach as a place to showcase their artwork. Regarding my exhibition, the work I make is a response to the underrepresentation of multidimensional feminine sculptures in the western canon. Too often thought-out our western patriarchal history, women have been demeaned into viscous creature to be feared or sexual object of desire. My work will be the creation of new female icons that depict feminine bodies created through the lens of the female gaze. The creation of these new monuments is an act of slow social justice, in helping shape a social consciousness. When people look at and understand a piece of artwork someone feels seen. They might recognize themes I'm presenting and are more likely to be an advocate for the issues I am bearing witness to. The success of the exhibition will be measured through attendance of the exhibition.
What will Arts Commission funding be used for? (1,000 character limit)	Art Commission funding will be used for materials and firing in the creation of the artwork, documentation of the artwork, and postcard and publicity.
Will admission be charged?	No

Are revenues anticipated?	No
How do you plan to acknowledge the Arts Commission? (700 character limit)	I plan to acknowledge the arts commission with wall signage at the exhibition and on all publicity with the commission logo.
What is the total budget of this event/project?	\$5900
Funding amount requested from the Arts Commission?	\$2500
What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.	
Artist Fees	
Description of Expense	Making, transportation, and installation of Artwork.
Amount	\$3000
Sources of funds	Personal time
Professional Services	
Description of Expense	Photographer session
Amount	\$100
Rental	
Promo/Marketing	
Description of Expense	Postcards and fliers

Amount	\$100
Supplies	
Description of Expense	Underglaze, oxides, and clay
Amount	\$2100
Other	
Description of Expense	Cost for 12 firings
Amount	\$600
What other sources of funding do you have for the project? (700 character limit)	Other sources of funding will be the out of pocket and donation of my time and artist fees.
Describe the impact of the Arts Commission funding to the successful completion of this project. (700 character limit)	With this funding from the Arts commission I will be able to purchase materials and firing for the creation of this new body of work, document the exhibition professionally for use in my portfolio, and publicize the event.
Please describe (1,000 character limit) your supporting documents and how they relate to the project (examples of art work, publicity materials, resumes, etc). If possible, combine	My support documents contain my CV, Artist Statement and images of my work with image description. I feel that this information demonstrated my progress as an artist while illustrating my style of art making as it related to the proposed exhibition. The first image in the pdf titled Vedusa is the clearest demonstration of my concepts and ideas as it relates to this new body of work.

documents into
one .pdf file
(max 20 MB).
Two file upload
areas are
provided on
this form, if
needed.

Upload supporting documents	Ellensburg_Arts_Support_Material.pdf (7 MB)
Last Update	2021-10-29 16:39:07
Start Time	2021-10-27 21:36:57
Finish Time	2021-10-29 16:39:07
IP	Anonymous
Browser	Other
Device	Other
Referrer	N/A

Reference #	16638717
Status	Complete
Date Submitted	2021-10-28
This application is for an:	Individual
First Name	Renee
Last Name	Adams
Street Address	51 Goodwin Rd
City	Thorp
State	Washington
Zip Code	98946
Phone Number	509-964-2443
Email Address	reneejaneadams@gmail.com
Name/Title of Event/Project:	Clymer Museum Exhibition
Brief description of event/project: (1,500 character limit)	I am requesting funding to assist in the development of new work for a solo exhibition scheduled August 2022 at the Clymer Museum in Ellensburg. For this show, I am researching Jugendstil ("young style"), a German art movement that was a spin-off of the larger Art Nouveau movement in Britain at the turn of the century. This primarily decorative arts movement is characterized by the combination of floral decorations and sinuous double curves with geometric lines. It was a direct reaction against historicism and neo-classicism being taught academically at the time. My interest in this movement stems from my German heritage, my love of plant forms and my newfound interest in blacksmithing, a historic craft that lends itself well to linear design. My plan is to utilize classic Jugendstil designs translated into repetitive, flowing hammered steel rods as the structural component for a series of roughly ten new wall hung works. Delicate floral and leaf forms made of thermoplastic, wood and resin will be incorporated into the pieces as repeating patterns and shapes that morph and change within each work to

represent growth and decay, beauty, and diversity. I see this new body of work as the direction I would like to head toward the goal of receiving future public art commissions, and plan to use these new pieces as prototypes that can be scaled up for larger projects in the future.

Is your event:	Multiple dates over time (e.g. every Saturday in October, once per quarter, etc.)
Event/project Start date	August 5, 2022
Event/project End date	August 27, 2022
Event/project location or venue	Clymer Museum & Gallery
What is the target audience(s) for this event/project? (1,000 character limit)	I have shown at many venues in Ellensburg over the years including Gallery One, 420 Loft Gallery, CWU's Sarah Spurgeon Gallery, D&M Coffee, and even Stewart and Williams Funeral Home. Though they all co-exist in our relatively small town, each one attracts its own diverse set of patrons and art lovers. Known primarily for showing western art, the Clymer features the largest collection of works by John Ford Clymer in the US. In addition, their newly renovated galleries house the Western Art Association and the Rodeo Hall of Fame. I look forward to the opportunity to share my work with the Clymer members, board, staff, supporters, and visitors that they attract.
Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	In addition to sharing both a historic craft form coupled with contemporary mediums and borrowing designs from a traditional art movement, I hope these new works will inspire visitors to reflect on their own transient existence. Depicting cycles of growth, beauty, decay, and death speaks to universal experiences. It is my hope to contribute a contemporary spin on these fundamental processes and add to the art discourse in our community.
What will Arts Commission funding be used for? (1,000 character limit)	Funding from EAC will assist in covering expenses for the development, creation, transportation and documentation of new works, including the purchase of steel and other raw materials. Blacksmithing requires specialized equipment, so a portion of the funding would be used to cover the cost of rental time at Maria Cristalli's blacksmithing studio in Cle Elum for use of her forge, hammers, and other specialized equipment.
Will admission be charged?	No
Are revenues anticipated?	No
How do you plan to acknowledge the Arts	The EAC will be acknowledged on social media posts promoting the exhibit, on the Clymer website and in the gallery space during the exhibit.

Commission? (700
character limit)

What is the total budget of this event/project? \$11,143.25

Funding amount requested from the Arts Commission? \$2500

What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.

Artist Fees

Description of Expense 280 hours

Amount \$8400

Sources of funds McMillen Fellowship

Professional Services

Rental

Description of Expense studio rental fee

Amount 50 hours @ \$35/hr = \$1750

Sources of funds EAC

Promo/Marketing

Supplies

Description of Expense steel, thermoplastic, resin,

Amount \$700

Sources of funds EAC

Other

Description of Expense mileage to and from Cle Elum for fabrication

Amount 510 miles x 57.5 (standard mileage rate) = \$293.25

Sources of funds EAC & artist

What other sources of My time to create the work will be subsidized by the McMillen Fellowship

funding do you have for the project? (700 character limit)	Award I received in 2021. Some of the mileage will be paid for by myself.
Describe the impact of the Arts Commission funding to the successful completion of this project. (700 character limit)	Funding from this project will directly assist in the purchase of materials, transportation of myself and the works to and from Cle Elum, and the rental of Maria Cristalli's blacksmithing studio and equipment. EAC funds will have a direct impact in the feasibility of generating this new body of work.
Please describe (1,000 character limit) your supporting documents and how they relate to the project (examples of art work, publicity materials, resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.	You will find sample images attached from my 2021 exhibition Uncultivated shown at 420 Loft Gallery in Ellensburg and Boxx Gallery in Tieton. These images show details of work I created using blacksmithing. They give examples of other mediums I also plan to use for my exhibit at Clymer Museum. In the same document, I've included my resume and most recent artist statement. The second document I attached includes two articles from the Yakima Herald and one article from the Daily Record written about these exhibits.
Upload supporting documents	Renee_Adams_work_samples_2021.pdf (993 KB)
Upload supporting documents 2	Adams_Articles.pdf (5.32 MB)
Last Update	2021-10-28 18:44:36
Start Time	2021-10-28 16:29:24
Finish Time	2021-10-28 18:44:36
IP	Anonymous
Browser	Other
Device	Other
Referrer	N/A

Reference #	16632059
Status	Complete
Date Submitted	2021-10-27
This application is for an:	Organization
First Name	John
Last Name	Durham
Organization name (if applicable)	Ellensburg Dance Ensemble
Tax ID Number/EIN (required for organizations)	86-1471122
Street Address	PO Box 35
City	Ellensburg
State	Washington
Zip Code	98926
Phone Number	5097309417
Email Address	john.durham@ellensburgdance.org
Name/Title of Event/Project:	The Nutcracker Ballet 2022
Brief description of event/project: (1,500 character limit)	The Ellensburg Dance Ensemble (EDE), in collaboration with CWU Theater Arts and Orchesis, will present The Nutcracker Ballet in Winter 2022. This production will feature local dancers ranging in age from 6 to adult. EDE will also hire two professional ballet dancers to play the lead roles in order to attract a wider audience to our performance. EDE is a not for profit pre-professional dance company that has been a part of the Ellensburg Community for the past 14 years. EDE strives to bring the art of dance to Kittitas County by performing at community events, performing high quality dance productions, and providing dancers with exceptional dance education. In the past EDE's dance productions have included The Nutcracker Ballet every other winter, Cinderella, The Wizard

of
Oz, The Little Mermaid, Alice in Wonderland and more.

EDE is led by Artistic Directors who have many years of dance and choreography experience from all over the United States. The talents of our leaders create beautiful ballets and dance productions that are a joy for the audience members to watch and for the dancers to perform.

To increase the caliber and professionalism of our productions EDE brings professional dancers to play the more challenging roles in some of its productions and will continue to do so. These professional dancers bring in more audience members and appeal to a wider range of theatergoers. Also, they provide inspiration and serve as role models for the local dance talent.

Is your event:	Multiple dates over time (e.g. every Saturday in October, once per quarter, etc.)
Event/project Start date	November 27, 2022
Event/project End date	December 11, 2022
Event/project location or venue	Either Morgan Middle School or CWU's McConnell Hall
What is the target audience(s) for this event/project? (1,000 character limit)	The target audience for this production is families with children from all over central and eastern Washington and ballet and arts enthusiasts from that same region. EDE is the only dance company in Central Washington putting on performances at this level and we believe we have an opportunity to grow our professionalism and attract audiences from across the PNW.
Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	EDE is working to become a statewide draw for dancers and audience members alike. EDE puts on high quality, family friendly, affordable productions and provides premium quality dance instruction. The goal with our productions is twofold: 1) to provide an unparalleled opportunity for our local dance community to perform in live shows to large audiences 2) to bring audiences from around the region to appreciate and support the dance arts in Ellensburg while experiencing amazing entertainment Longer term goals of EDE include creating opportunities for dance competitions to be located here and create an even larger

audience and appreciation for dance.

For our 2022 Season we will create marketing materials and a reach that we have never attempted before. We know that we attract tourism audiences from outside the region to attend The Nutcracker Ballet and ticket receipts from CWU reflect that. These audiences bring people to local restaurants, shops, galleries, and hotels.

We'll work with a marketing consultant to identify audiences to target and create a professional image for our company. We have incredible facilities here that can support large audiences and the partnership with CWU will allow us to capitalize on that as well.

What will Arts Commission funding be used for? (1,000 character limit)	We will use Arts Commission funding to help with covering the costs of the professional dancers. Those costs include travel, housing, and a professional fee. In the past, our dancers have come from the Eugene Ballet. We'll look to PNW dancers if at all possible to minimize travel costs - but the final cost is a bit of a moving target and we'll have to be flexible. Our estimate is based on past costs.
Will admission be charged?	Yes
If admission is charged, how much?	\$17 per ticket (though there are discounts for students/seniors)
Are revenues anticipated?	Yes
How do you plan to acknowledge the Arts Commission? (700 character limit)	EDE uses social media for much of our advertising. We have applied to the lodging tax program to support our advertising efforts and, if successful, we'll also expand into arts-magazines in the PNW. The Arts Commission will be recognized as a sponsor on all those media and any additional advertising as well. For The Nutcracker Ballet, we also produce a program to hand out to all attendees and the Arts Commission will be recognized in that publication as well.
What is the total budget of this event/project?	\$36,900
Funding amount requested from the Arts Commission?	\$2,500
What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.	
Artist Fees	

Description of Expense	professional dancers for Sugar Plum Fairy and Nutcracker Prince, artistic director fee, choreographer fee, orchestra/music fee
Amount	\$13,150
Sources of funds	Arts Commission, Lodging Tax, Ticket Sales
Professional Services	
Description of Expense	marketing
Amount	\$1,750
Sources of funds	Arts Commission, Lodging Tax, Ticket Sales
Rental	
Description of Expense	Venue Rental, crew pay for sound and lighting, ticket fees
Amount	\$4,500
Sources of funds	ticket sales, sponsors, lodging tax
Promo/Marketing	
Description of Expense	posters, ads on social media etc
Amount	\$5,000
Sources of funds	lodging tax, sponsors
Supplies	
Description of Expense	props, sets, costumes, printing
Amount	\$6,000
Sources of funds	ticket sales, sponsors
Other	
Description of Expense	other expenses
Amount	\$3,500
Sources of funds	ticket sales, sponsors
What other sources of funding do you have for the project? (700 character limit)	Lodging Tax Grant (applied) - application included costs for a spring show as well so this portion is only The Nutcracker Ballet - \$24,400

Ticket Sales (anticipated for 6 shows with 500 crowd size)
\$51,000

Sponsorships (fundraising goal) \$7,500

Describe the impact of the Arts Commission funding to the successful completion of this project. (700 character limit)

The Arts Commission funding is vital to the success of EDE's production of The Nutcracker. It provides us with the opportunity to hire professional dancers for lead roles, commission talented artistic directors and choreographers, hire a live orchestra and, among other things, allows for the purchase of high-quality costumes. All of these factors enhance the experience of the production for both the public's enjoyment as well as the performers themselves.

Please describe (1,000 character limit) your supporting documents and how they relate to the project (examples of art work, publicity materials, resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.

The Nutcracker Ballet Poster - 2018
Previous ticket sales records from CWU for The Nutcracker Ballet

Upload supporting documents

[Nutcracker_Statistics.pdf \(193 KB\)](#)

Upload supporting documents 2

[2018_Program_Cover.jpg \(681 KB\)](#)



Last Update

2021-10-27 08:34:11

Start Time

2021-10-27 08:07:09

Finish Time	2021-10-27 08:34:11
IP	Anonymous
Browser	Other
Device	Other
Referrer	N/A

Reference #	16636641
Status	Complete
Date Submitted	2021-10-28
This application is for an:	Individual
First Name	Reese
Last Name	Sigman
Street Address	1207 N Willow Street Apartment #5
City	Ellensburg
State	Washington
Zip Code	98926
Phone Number	(360) 584-0272
Email Address	reese.sigman@gmail.com
Name/Title of Event/Project:	Reese Sigman is Lying Completely Still (working title)
Brief description of event/project: (1,500 character limit)	A one-woman full length musical performance (90+ minutes) written and created entirely by me. Original songs interspersed with stand-up comedy, monologues, and other moments of connection with the audience. I'll be playing a variety of characters and telling stories that are personal and truly from the heart. The show is centered around the theme of performative behavior. It brings into question: What does it mean to perform? How often are we all performing for one another? And what does all of this mean for someone who is about to graduate with a degree in performance? There is a focus on disability, gender and the woman's role, body image, mental health, and other topics that relate to social expectation and performance. Audience members will come to the Milo Smith Tower Theatre on CWU's campus and enjoy a free evening of entertainment. The performances will be recorded from multiple angles, edited together, and posted on Youtube for public availability.
Is your event:	Multiple day event (e.g. Thursday thru Saturday)
Event/project Start date	1/11/22 (first crew meeting)

Event/project End date	5/28/22 (closing night)
Event/project location or venue	Milo Smith Tower Theatre
What is the target audience(s) for this event/project? (1,000 character limit)	The performances will be open to the general public, and the filmed version will be posted for anyone to watch online. I have a social media following of over half a million to whom I will passionately advertise this project. It is my hope that it will strike the hearts of both in-person audience members and these followers (from the US, the United Kingdom, Australia, the Philippines and more!).
Please explain how this event/project will benefit OR IMPACT our community and describe how this will be measured in the project's final report. (1,500 character limit)	Our community will be given the opportunity to enjoy a free night of entertainment! A brand new show with all new music, engaging stories, and an important call-to-action. One of the most beautiful things about theatre is that it often reminds us how important it is to feel connected as a human race. This is especially impactful in the post-COVID world. The message of this piece promotes community, diversity, and inclusivity. It is largely about the acceptance of oneself and others. I was born without my right hand and forearm. As a physically disabled actress portraying multi-dimensional characters, I hope to encourage those within my community to further embrace physically disabled individuals and to eliminate any pre-established assumptions. This enlightenment and education will extend further into the other topics discussed as well - gender roles, mental health, and other struggles that I have personal experience with and plan to research further. This project's online presence will also raise widespread awareness of the arts in Ellensburg. This event will be held on Central's campus, and I have been a student of Central for 3 years. The number of people impacted will be measured by ticket sales and Youtube views.
What will Arts Commission funding be used for? (1,000 character limit)	Funding granted will be used for production expenses. Specifically, the rental of a projector, projector screen, and lighting (light tech rental, gels, gaffers tape, and other expendable equipment). This will all be rented for six days - three days of tech rehearsal and three days of performances.
Will admission be charged?	No
Are revenues anticipated?	No
How do you plan to acknowledge the Arts Commission? (700 character limit)	The poster used for advertising will include "Funded by the City of Ellensburg Arts Commission" and the Commission logo. The program given out at the show will include an acknowledgement section that gives credit to the City of Ellensburg Arts Commission and includes the Commission logo. During the show, I will verbally thank the City of Ellensburg Arts Commission for the generous scholarship. The filmed

version posted on Youtube will include a credit section that recognizes the City of Ellensburg Arts Commission as well, displaying the Commission logo on screen.

What is the total budget of this event/project?	\$8,395
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Funding amount requested from the Arts Commission?	\$1,400
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What are the expenses related to this project? The total should equal the Total Budget for this Project listed above. NOTE: Some categories may not be applicable to your project.

Artist Fees	
Description of Expense	Artistic and backstage crew members (12)
Amount	\$3,500
Sources of funds	C. Farrell

Professional Services	
Description of Expense	Photographer, solo show consultation & coaching
Amount	\$515
Sources of funds	Office of Undergraduate Research, C. Farrell

Rental	
Description of Expense	Lighting, projector, sound equipment, 3 cameras
Amount	\$2,100
Sources of funds	COE Arts Commission,

Promo/Marketing	
Description of Expense	CWU advertising

Amount	\$350
Sources of funds	Office of Undergraduate Research, C. Farrell
Supplies	
Description of Expense	Costumes, wig, scenic materials, body mic
Amount	\$1,093
Sources of funds	C. Farrell, family gift
Other	
Description of Expense	Logic Pro, posters, programs, T shirts, stickers, bottled water, travel expenses, shipping expenses
Amount	\$837
Sources of funds	Family gift
What other sources of funding do you have for the project? (700 character limit)	I am applying for the C. Farrell Fine Arts and Research scholarship, as well as an Office of Undergraduate Research creative grant. I have yet to apply for these. Whether or not I will receive funding from these sources is unknown. I was gifted \$1,000 from a family member to use for project expenses.
Describe the impact of the Arts Commission funding to the successful completion of this project. (700 character limit)	I do not have the means to produce this vision on my own. The funds provided by the City of Ellensburg Arts Commission will play a huge part in turning this into a reality. If I am granted the funds for the projector and lights, I will be able to proceed more confidently, knowing that these critical parts of the project can come to fruition.
Please describe (1,000 character limit) your supporting documents and how they relate to the project	Page 1: My theatrical resume. This includes approximately ¼ of the shows that I've been a part of. I have been undeniably passionate about theatre since I was very young. I fully commit to every play and project, and I aspire to create a captivating event with this piece. Pages 2-14: The script to a cabaret performance that I created as part of a CWU

(examples of art work, publicity materials, resumes, etc). If possible, combine documents into one .pdf file (max 20 MB). Two file upload areas are provided on this form, if needed.

theatre project last winter. I used a variety of songs from other artists, and the rest of the script is original. I wrote the lyrics and composed the music for the "Egg Song."

Upload supporting documents	Reese_Sigman_Supporting_Documents.pdf (3.93 MB)
Last Update	2021-10-28 10:36:26
Start Time	2021-10-28 09:26:20
Finish Time	2021-10-28 10:36:26
IP	Anonymous
Browser	Other
Device	Other
Referrer	N/A

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

11/29/21
DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **6th DAY OF DECEMBER 2021**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts
Check #'s	155323	TO	155538	\$ 813,814.57
EFT #'s	5161	TO	5196	\$ 3,917,791.16

Payroll Fund				Total Amounts
Check #'s	95408	TO	95416	\$ 9,792.04
Direct Deposits	64547	TO	64783	\$ 533,587.43

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: December 6, 2021

Item Title/Agenda Subject: Board and Commission Applications and Requests for Reappointment

Submitted by: Laurie Gigstead City Manager Department

Recommended Action or Motion:

1. Conduct introductions of new applicants and review requests for reappointment;
2. Confirm the reappointment of John Perrie and Garrett Poshusta to the EBDA Board as recommended; and
3. Authorize the Mayor to sign letters of appreciation for Delores Gonzalez, James Rivard, Laura Busby and Linda Schactler.

Background/Summary: Three people have recently applied to serve and nine terms on various boards and commissions have terms expiring on December 31, 2021. Three of the nine terms expiring are on the Ellensburg Business Development Authority Board.

Three people have requested to be considered for reappointment. The following people are not seeking reappointment: Delores Gonzalez, Affordable Housing Commission, Laura Busby and James Rivard, Environmental Commission, and Linda Schactler, Ellensburg Business Development Authority board.

Previous Council Action: N/A

Analysis: As directed by Council, applications and requests for reappointment are presented to Council for consideration. Copies of the Applications for Appointment and requests for reappointment are included with the agenda report. The attached chart shows current and upcoming vacancies and applicants.

The EBDA/CenterFuse is recommending reappointment of John Perrie and Garrett Poshusta.

Financial Impact: N/A

Attachments:

B and C Agenda Report Chart 12-6-21

12-6-21 Applications for Appointment
Requests for Reappointment

EBDA-CenterFuse Recommendation and Applications

Boards and Commissions	Affordable Housing Commission	Arts Commission	Building Appeals Board	Civil Service Commission	Diversity, Equity & Inclusion Commission	Ellensburg Business Development Authority Board	Environmental Commission	Landmarks and Design Commission	Library Board	Lodging Tax Advisory Committee	Parks and Recreation Commission	Planning Commission	Public Transit Advisory Committee	Senior Citizens Advisory Commission	Utility Advisory Committee
MEMBERS	7	7	5	3	7	9	7	7	7	7	7	7	7	7	7
Residency Requirements	Y	N	N	Y	Y	N	Y	Y	Y	N	Y	Y	N	N	Y
Current Members within City Limits	6	2	0	3	6	3	7	5	5	3	5	7	7	3	7
Current Members Outside City Limits	1	5	3	0	1	5	0	1	2	3	2	0	0	3	0
Current Members Outside but in UGA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VACANCIES	0	0	2	0	0	1	0	1*	0	1	0	0	0	1	0
Terms Expiring 12/31/21	2					3	3			1					
APPLICANTS															
Margaret Miller-Parrett	1 st										2 nd			3 rd	
Jordan Ruhle	1 st					2 nd					3 rd				
Raven Harlin	3 rd						1 st				2 nd				
Sarah Bedsaul	Re-App														
Christina Wollman							Re-App								
Monica Miller										Re-App					
John Perrie						Re-App									
Garrett Poshusta						Re-App									

Laurie Gigstead

From: noreply@civicplus.com
Sent: Monday, September 20, 2021 8:24 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Application for Appointment

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions Affordable Housing Commission

Have you attended a meeting for the board or commission you are applying to? No

Name of Applicant: Margaret Miller- Parrett

Address

Mailing Address (If Different) *Field not completed.*

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 7 years

Do you live within the city limits? Yes

If applying for the Sr. Citizens' Advisory Board, are

you at least 55 years of age?

Occupation Status and Background:	I am a retired almost 64 year old amputee living in Kittitas Housing for the past 6 years. Widowed in 2013, moved to Ellensburg with grandson. He is now 14 and has gone to live with his mother in Bonney Lake, WA. Retired from Boeing as a Tech. Aide to Electrical Supervisors in Renton, WA. Would very much like to be involved in helping on Advisory board in anyways that I can.
Organization Affiliations:	I have been involved in the Recovery program of our community as well as the westside of the mountains for several years.
Why are you seeking appointment?	I have the availability to share my time and office skills. I am a social person by nature, organized and enjoy being involved in helping others in making life changes, etc.
Will you be able to attend meetings regularly if appointed?	Yes
If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?	
Boards & Commissions	Planning Commission
Boards & Commissions	Senior Citizens Advisory Commission

Email not displaying correctly? [View it in your browser.](#)

Laurie Gigstead

From: noreply@civicplus.com
Sent: Thursday, October 21, 2021 11:02 AM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Application for Appointment

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions Affordable Housing Commission

Have you attended a meeting for the board or commission you are applying to? No

Name of Applicant: Jordan Ruhle

Address

Mailing Address (If Different) *Field not completed.*

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 7 years 4 months

Do you live within the city limits? Yes

If applying for the Sr. Citizens' Advisory Board, are *Field not completed.*

you at least 55 years of age?

Occupation Status and Background:	Employed as a licensed Loan Officer at Academy Mortgage Corporation
-----------------------------------	---

Organization Affiliations:	None
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Why are you seeking appointment?	I want to be involved in our community and represent the residents of Ellensburg by helping fill the gaps in affordable housing.
----------------------------------	--

Will you be able to attend meetings regularly if appointed?	Yes
---	-----

If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions	Ellensburg Business Development Authority
----------------------	---

Boards & Commissions	Parks and Recreation Commission
----------------------	---------------------------------

Email not displaying correctly? [View it in your browser.](#)

Laurie Gigstead

From: noreply@civicplus.com
Sent: Thursday, September 23, 2021 3:44 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Application for Appointment

Application for Appointment
For volunteering to serve on a Board or Commission

Boards & Commissions Environmental Commission

Have you attended a meeting for the board or commission you are applying to? No

Name of Applicant: Raven Harlin

Address

Mailing Address (If Different) *Field not completed.*

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 20 years

Do you live within the city limits? Yes

If applying for the Sr. Citizens' Advisory Board, are No

you at least 55 years of age?

Occupation Status and Background:	Cemetery Secretary for I.O.O.F. and High Valley memorial parks 5+ years Avid Gardener and Nature lover, am realistic and creative in problem solving. Customer Service and Service background. Some college-Geography not complete
Organization Affiliations:	Member of The I.O.O.F. Lodge # 20, I.O.O.F. , High Valley and Historic Memorial Garden Project Board member 5 years
Why are you seeking appointment?	I think I can give my time and ideas to the city of Ellensburg in many areas. I have interest in the Environmental commission, Parks & Rec and or the Affordable Housing committees. I feel I can be a asset to the community and serve.
Will you be able to attend meetings regularly if appointed?	Yes
If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?	
Boards & Commissions	Parks and Recreation Commission
Boards & Commissions	Affordable Housing Commission

Email not displaying correctly? [View it in your browser.](#)

RECEIVED

NOV 08 2021

CITY MANAGER'S OFFICE
ELLENSBURG, WA

October 25, 2021

Office of the City Manager
501 North Anderson Street
Ellensburg, WA 98926

Re: Request for Reappointment to the Affordable Housing Commission

My term on Affordable Housing Commission expires on December 31, 2021.
Please consider reappointing me to another three-year term.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sarah Bedsaul", written in dark ink.

Sarah Bedsaul

October 25, 2021

Office of the City Manager
501 North Anderson Street
Ellensburg, WA 98926

Re: Request for Reappointment to the Environmental Commission

My term on Environmental Commission expires on December 31, 2021. Please consider reappointing me to another five-year term.

Thank you for your consideration.

Sincerely,

11-9-21 Requested Reappointment via Email

Christina Wollman

RECEIVED

NOV 08 2021

CITY MANAGER'S OFFICE
ELLENSBURG, WA

October 25, 2021

Office of the City Manager
501 North Anderson Street
Ellensburg, WA 98926

Re: Request for Reappointment to the Lodging Tax Advisory Committee

My term on Lodging Tax Advisory Committee expires on December 31, 2021.
Please consider reappointing me to another two-year term.

Thank you for your consideration.

Sincerely,



Monica Miller

Laurie Gigstead

From: Margaret Reich <director@ellensburgcenterfuse.com>
Sent: Thursday, November 11, 2021 9:16 AM
To: Laurie Gigstead
Subject: [Ext] Reappointment applications
Attachments: Garrett online reappointment app.pdf; Perrie online reappointment app.pdf

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Laurie,

At the November 10, 2021 board meeting, the CenterFuse/EBDA board endorsed the applications for reappointment received from Garrett Poshusta and John Perrie, and voted in favor of reappointing them to the board for a 3-year term starting January 1, 2022. Please find Mr. Poshusta and Mr. Perrie's applications attached to this email for reference.

Let me know if you need any other information.

Margaret Reich, M.P.A.
CenterFuse
100 W. 3rd Avenue, #2, Ellensburg
(509) 955-3880
Visit us online at ellensburgcenterfuse.com

New submission from Application for New Board Members

Ellensburg CenterFuse <centerfuse.dev@gmail.com>

Wed 10/27/2021 11:11 AM

To: Margaret Reich <director@ellensburgcenterfuse.com>

Date

10/27/2021

Name

John Perrie

Address

Ellensburg, WASHINGTON 98926

[Map It](#)

Email**Phone where we can reach you during the day****Do you live in Ellensburg?**

Yes

What is your current occupation and background?

Very retired. Previously served on Ellensburg City Council, Kittitas County Board of Commissioners, business owner, property owner and high school math and driver's ed teacher.

What organizations are you affiliated with?

CenterFuse, and City of Ellensburg Housing Commission

What interests you in serving on the Centerfuse Board?

I am interested in continuing to serve on the board as the board historian and because I see new and good things happening with CenterFuse.

How did you learn about CenterFuse?

I am a current board member.

What skills and attributes do you possess that will add value to the work of CenterFuse?

I have served as a volunteer board member for some period of time. The value I add is in knowing the past of EBDA and CenterFuse, and having an eye toward the future.. I also have extensive local government and business experience, and am well connected in the community.

As a member of the board, will you be able to attend monthly meetings on a regular basis?

Yes

New submission from Application for New Board Members

Ellensburg CenterFuse <centerfuse.dev@gmail.com>

Wed 10/13/2021 2:05 PM

To: Margaret Reich <director@ellensburgcenterfuse.com>

Date

10/13/2021

Name

Garrett Poshusta

Address

Ellensburg, WA 98926

[Map It](#)

Email

Phone where we can reach you during the day

Do you live in Ellensburg?

Yes

What is your current occupation and background?

Entrepreneur

What organizations are you affiliated with?

Centerfuse

What interests you in serving on the Centerfuse Board?

Having grown up in Ellensburg, I have a long-standing interest in bringing economic diversity and prosperity to our community. CenterFuse is an excellent match for background in business development, technology commercialization and entrepreneurship.

How did you learn about CenterFuse?

Currently serving as Board Secretary

What skills and attributes do you possess that will add value to the work of CenterFuse?

I am a creative thinker, a consistent contributor, work well as a team member, and have data analysis skills that are helpful in guiding decisions.

As a member of the board, will you be able to attend monthly meetings on a regular basis?

Yes



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: December 6, 2021

Item Title/Agenda Subject: Public Hearing (Legislative) and First Reading of an Ordinance amending the Ellensburg Comprehensive Plan

Submitted by: Kirsten Sackett Community Development

Recommended Action or Motion:

1. Conduct Public Hearing
2. Approve the Comprehensive Plan amendments for Docket Items 21-01, 21-02, 21-03, 21-05, 21-06 in accordance with the findings and recommendations submitted by the Planning Commission
3. Approve Docket Items 21-10 and 21-11 with modifications as recommended by the Planning Commission
4. Refer docket item 21-04 into the 2022 annual amendment process

Background/Summary: Eleven proposed amendments to the Comprehensive Plan were submitted during this year's annual docketing process. The submittal forms for the docketed amendments are included in this report (Exhibits 1-8), indicating who submitted the proposal and the rationale provided by the applicant for the proposed amendment. Also included in this report are exhibits depicting the text and map amendments that would be made to the Comprehensive Plan, as proposed by the docketed proposals (Exhibits 9-16).

Several additional supporting documents have also been attached to this report, which have been labeled as Exhibits 1 thru 23 to allow for ease of reference when reviewing the report. Please be advised, however, that the attached ordinance for first reading refers to Exhibits "A" and "B", which is how the comprehensive plan amendments will be labeled when the ordinance moves forward to City Council for second reading.

Under the requirements of the State Growth Management Act (GMA), the City is allowed to amend its Comprehensive Plan one time each year. City Council has adopted a formal amendment process that allows for amendments to be

proposed by any member of the community, any City Council member, any City Board or Commission, or City staff. All docketed amendment proposals shall be considered by the City concurrently, in order to ascertain the cumulative effect of the various proposals.

Previous Council Action: At its July 19, 2021 meeting, City Council approved a motion to docket eight of the eleven submitted Comprehensive Plan amendments.

Analysis: Chapter 15.250.090(C) of the ECC outlines the procedures for the annual Comprehensive Plan update, including requirements for public noticing and public hearings held before the Planning Commission and City Council.

PUBLIC NOTICE. Notice of the 2021 annual comprehensive plan amendment process, including timelines and deadlines for submittals, was published in the Daily Record (**Exhibit 17**) and was also advertised on the News Page of the City website. Notice of the Planning Commission's November 18, 2021 public hearing was published in the Daily Record on November 4, 2021 (**Exhibit 18**). Notice of Council's December 6, 2021 public hearing was published in the Daily Record on November 20, 2021 (**Exhibit 23**).

SEPA AND STATE REVIEW. Following the 14-day pre-threshold determination comment period, a Preliminary Determination of Non-Significance was issued on November 3, 2021 (**Exhibit 19**). On this same date, the 21-day public comment period for the State Environmental Policy Act (SEPA) review process was initiated with a Public Notice in the Daily Record (**Exhibit 20**). The comment period ended on November 24, 2021, after which a Final Threshold Determination will be issued.

The required 60-day notice of intent to adopt Comprehensive Plan amendments was submitted to the Washington State Department of Commerce on October 19, 2021 (**Exhibit 21**). An acknowledgement letter from the Department of Commerce was received on the same day (**Exhibit 22**). The 60-day review period will be complete no later than December 18, 2021.

The following eight proposals were docketed by City Council for amendments to the Comprehensive Plan:

Docket Proposal 21-01. This docketing request (**Exhibit 1**) is a proposal to provide an annual update to the 6-Year Capital Improvement Plans. The amendments will address the upcoming budget year. The proponents for this amendment include the following City of Ellensburg departments: Community Development, Parks and Recreation, and Public Works and Utilities.

See **Exhibit 9** for the actual updates to the 6-year Capital Improvement Plans from each city department with a capital facilities budget:

- Electric
- Information Technology
- Natural Gas
- Parks and Recreation
- Sewer System
- Stormwater
- Telecommunications
- Transportation
- Wastewater Treatment
- Water System

Various elements of the Capital Improvement Plans have been gathered from other plans previously adopted by the City. The attached Capital Improvement Plan table pertaining to water improvements was pulled from the 2014 Water System Plan, and the wastewater treatment plant and sewer projects were pulled from the Wastewater Treatment Facility Engineering Report adopted by the City in 2015. The Transportation Improvement Plan was approved by the City Council on June 21, 2021. Many of the Parks and Recreation elements were pulled from the Parks and Recreation Plan that was adopted by the City in March 2016.

Docket Proposal 21-02. This docketing request (**Exhibit 2**) was submitted by the City's Community Development Department. As stated in the docketing request, this proposal is a continuation of Docket Items 20-02 and 20-03 that were completed only in part in the 2020 docket cycle. These previous dockets items requested that new language be added to the Comp Plan, focusing on the City's commitment to diversity, equity and inclusion. Adoption of the 2020

amendments included new language in the Introductory section of the Comp Plan, with the addition of a new Value Statement.

During the City Council meeting of January 4, 2021, City Council referred the remainder of both docket items to the 2021 docket cycle. The remaining portion of the docket items was to develop a new chapter for the Comprehensive Plan which focuses on Diversity, Equity and Inclusion in the Ellensburg community.

Following the January 19, 2021 adoption of the amended comprehensive plan, City Council also proceeded with the formation of the new Diversity, Equity and Inclusion Commission. The new DEI Commission held their first meeting on May 11, 2021 and then began working with staff on the development of the new chapter proposed for inclusion in the 2021 Comprehensive Plan amendment cycle. The information gathered during the 2020 listening sessions was utilized to help inform the content of the new chapter, which includes background and context of the topic that is relevant and specific to Ellensburg. The chapter also includes Goals, Policies and Action. The new chapter is attached as **Exhibit 10**.

Because the entire chapter is new language in the Comprehensive Plan, the entire text of the chapter is depicted as underlined.

Docket Proposal 21-03. This docketing request (**Exhibit 3**) is a proposal to update the Housing Chapter to conform with requirements of House Bill 1220 relating to supporting Emergency Shelters and Housing through local planning and development regulations.

The proposed language would be to modify Goal H-2 to allow, encourage, and accommodate a variety of housing types and densities affordable to meet housing needs of all economic segments of the community.

Also proposed is a new Program under Policy D, and a New Policy F with one new Program. Please refer to pages 13 and 14 of the attached housing chapter to review the proposed language. Refer to **Exhibit 11** for the proposed text

amendments. Additions to the text are depicted as underlined, and language proposed for deletions has a strike-through.

Docket Proposal 21-04. This docketing request (**Exhibit 4**) was submitted by the Community Development Department to update the Housing Chapter of the Comp Plan to align with the current demographics outlined in the June 2021 Housing Needs Assessment conducted by BERK Consulting. This proposal would update all of the facts, figures and charts and descriptive narrative of the Housing Chapter. The recently completed Housing Action Plan would also be utilized to update some of the goals, policies and objectives within the Housing Chapter.

No amendments specific to this docket request are included with this report, as Staff and the Planning Commission are both recommending to Council that this item be deferred into the 2022 year. While the June 2021 Housing Needs Assessment provides much data to update this chapter, there are several other chapters that will also need to be updated with the new data, and staff would recommend that all changes be submitted concurrently as part of a more comprehensive update to the overall Comp Plan. Staff will also be working with the Planning Commission in 2022 to update the goals and objectives section of the Housing chapter as called for in the new Housing Action Plan. This work will be ongoing with the Commission in order to be finalized in time for inclusion in the 2022 Comprehensive Plan update.

Docket Proposal 21-05. This docketing request (**Exhibit 5**) was submitted by the City's IT Division and is related to support of the Telecom Utility. The proposed amendments would articulate a vision for broadband fiber deployment and guide development of the City's "digital roads." Additional programs and action items are proposed within the Capital Facilities and Utilities Chapter and the Economic Development Chapter. **Exhibit 12** includes the proposed text additions to the Capital Facilities and Utilities Chapter, with edits found on pages 14, 15, 19, 21 and 22 of the chapter. **Exhibit 13** includes the edits to the Economic Development Chapter proposed by the IT Division. Edits specific to this request are found within the Goals, Policies and Programs section of the chapter on pages 20, 21, 23 and 25. The chapter content is

also highly edited in response to Docket Proposal 21-06. Additions to the text are depicted as underlined, language proposed for deletions has a strike-through.

Docket Proposal 21-06. This docketing request (**Exhibit 6**) was submitted by CenterFuse, Ellensburg's Business Development Authority, with a proposal to update the Economic Development Chapter of the Comp Plan. The proposal is to add language to the chapter speaking to the economic impacts of the COVID-19 pandemic and the resiliency of the community, reference the findings of their recent broadband study, update the economic data in the chapter, including economic forecast data from the US Bureau of Labor and Statistics, and also reference the relationship of the housing market and the impacts to economic development. In addition to these modifications, the DEI Commission proposed edits to the Goals, Policies and Program section of the chapter, as found on pages 19, 20, 21, 22 and 26. See **Exhibit 13** for the full text amendment. Additions to the text are depicted as underlined, language proposed for deletions has a strike-through.

Proposal 21-07 was not docketed by Council.

Proposal 21-08 was not docketed by Council.

Proposal 21-09 was not docketed by Council.

Docket Proposal 21-10. This docketing request (**Exhibit 7**) was submitted by property owner Fabian Kuchin who is proposing to update the Future Land Use Designation for parcel 716133. The original proposal was to change the future land use designation of the newly-created parcel from Blended Residential Neighborhood to General Commercial and Services. The written docket request asked for a designation of Neighborhood Commercial; however, it was explained during the Council meeting that the actual request of from the property owner was to request a future land use designation of General Commercial and Services. This would provide support for a future rezone of the property from Residential-Suburban (R-S) - which was assigned during the 2020 Currier Creek annexation - to Commercial-Highway (C-H). This zoning would complement the existing C-H zoning of the adjacent properties owned by Mr. Kuchin that have frontage along University Way.

This concept of assigning General Commercial & Services was approved for docketing by City Council. See **Exhibit 14** for the proposed map amendment. **Exhibit 15** provides a map of the neighboring zoning districts.

Docket Proposal 21-11. This docketing request (**Exhibit 8**) was submitted by City Staff proposing to update the future land use designation for property located in the UGA, directly adjacent to the southern boundary of the city limits. The property currently has a future land use designation of General Commercial and Services and the proposal is to update a portion of it to Light Industrial. If the property is annexed in the future, this future land use designation would allow the property to be assigned Light Industrial zoning at the time of annexation. This proposal was forwarded by staff in recognition of the dwindling amount of industrial zoned land that is available to accommodate economic development and growth in the City. The owners are also in support of this amendment; however they have since requested a modification to the proposal. They are proposing to keep the northwest portion of the property with the existing future land use designation, and amend the remaining portion of the property. See **Exhibit 16** for the proposed modification.

PROCEDURAL REQUIREMENTS

On November 18, 2021, the Planning Commission held a public hearing pursuant to the procedural requirements for Comprehensive Plan amendments, as outlined in ECC 15.250.090(D)(6):

6. The planning commission shall schedule and hold a public hearing on the docketed amendments and shall then make a recommendation to city council prior to council's first regular meeting in October. The planning commission shall make one of four decisions in considering comprehensive plan text and map amendments:

- a. Approval in the form submitted for public hearing;
- b. Approval with changes;
- c. Approval in part; or
- d. Disapproval;

No written comments were received in advance of the public

hearing, and no members of the public testified during the public hearing. At the conclusion of the hearing, the Commission voted for approval in part. More specifically, the Commission recommended approval of Docket Items 21-01, 21-02, 21-03, 21-05 and 21-06 as presented by Staff. Regarding Docket Item 21-10, the Planning Commission recommended that the docket item be assigned a different land use designation than the proposed General Commercial & Services. They instead recommended a future land use designation of Neighborhood Commercial, or another designation that would allow for mixed use on the property. This would support a possible future rezone to Commercial Neighborhood (C-N). The rationale was that it would be more appropriate to have zoning that can provide services for the surrounding residential neighborhoods that are currently being built out, but on a smaller scale that is more appropriate for a neighborhood. Specific to Docket Item 21-11, the Commission voted 6-1 in favor of the amendment proposed by the applicant, to keep the northwest portion of the property with the existing future land use designation of General Commercial and Services, and to assign the Light Industrial future land use designation to the remainder of the property. Finally, regarding Docket Item 21-04, the Commission made a recommendation to refer the item into the 2022 calendar year for the reasons previously described in this report.

The next step in the amendment process following this public hearing is outlined in ECC 15.250.090(D)(8):

8. The city council, after a recommendation from staff and the planning commission, and after holding a public hearing, shall make one of the following decisions:
 - a. Approval in accordance with the findings and recommendations submitted by the planning commission;
 - b. Approval with modifications;
 - c. Refer all or part of the plan text or map amendment proposal back to the planning commission;
 - d. Refer all or part of the plan text or map amendment proposal to the following year's annual amendment process; or
 - e. Disapprove.

If the City Council's decision is to refer the amendment request back to the Planning Commission, the Council must specify

which matters it wishes reconsidered by the Planning Commission. The final form and content of the Comprehensive Plan is determined by the City Council.

STAFF RECOMMENDATION: After reviewing the various Comprehensive Plan amendments, staff concurs with the recommendations of the Planning Commission described previously in this report.

Financial Impact: None directly related to adoption of the Ordinance.

Attachments:

Exhibit 1_Proposal 21-01 Annual 6-year CIP Update
Exhibit 2_Proposal 21-02 DEI docket and chapter
Exhibit 3_Proposal 21-03 HB 1220 Emergency Shelter
Exhibit 4_Proposal 21-04 Housing Chapter Update
Exhibit 5_Proposal 21-05 Telecom Utility Comp Plan Amendment
Exhibit 6_Proposal 21-06 Economic Development chapter
Exhibit 7_Proposal 21-10 Kuchin Property Future Land Use
Exhibit 8_Proposal 21-11 Future Industrial Land Use in UGA
Exhibit 9_CIP Updates (21-01)
Exhibit 10_Chapter 9 Diversity Equity Inclusion (21-02)
Exhibit 11_Chapter 2 Housing edits (21-03)
Exhibit 12_Chapter 4 Capital Facilities & Utilities (21-05)
Exhibit 13_Chapter 6 Economic Development edits (21-05 & 21-06)
Exhibit 14_Kuchin Property Land Use Designation Amendment (21-10)
Exhibit 15_Zoning near Kuchin Property
Exhibit 16_Property Owner Proposal for future land use designation (21-11)
Exhibit 17_Public Notice of Comp Plan docketing
Exhibit 18_Planning Commission Public Hearing Notice
Exhibit 19_Preliminary SEPA DNS
Exhibit 20_Notice of SEPA Public Comment Period
Exhibit 21_Commerce 60-day notice
Exhibit 22_Commerce Acknowledgement
Exhibit 23_City Council Hearing Notice
2021 Comp Plan Ordinance 1st Rdg



Comprehensive Plan Amendment Proposal

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JUN 30 2021

PA-16

COMMUNITY DEVELOPMENT

Community Development Department

501 N. Anderson, Ellensburg, WA 98926 (509) 962-7239 (Building) (509) 962-7231 (Planning)
permits@ci.ellensburg.wa.us

Application Name: Annual 6-year CIP's Docket #: 21-01
OFFICE USE ONLY OFFICE USE ONLY

Date Application Received: 6/30/2021 Received by: Alicia Winbauer

Applicant:

Name: Kirsten Sackett Daytime Phone: 509-962-7232
Mailing Address: 501 N. Anderson Street Fax Number: _____
City/State/Zip: Ellensburg, WA 98926 Signature: Kirsten Sackett
Professional License No: _____ E-mail: sackettk@ci.ellensburg.wa.us

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

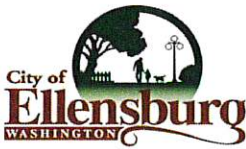
Name: _____ Daytime Phone: _____
Mailing Address: _____ Fax Number: _____
City/State/Zip: _____ E-mail: _____
Signature: _____

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- How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

Annual Update to the 6 year Capital Improvement Plans.

It is a requirements that the 6 year CIP's are updated on a yearly basis for each of the City's utilities and other capital programs. The 6-year CIP's are incorporated into the Comp Plan by reference, as Appendix A of the Capital Facilities and Utilities Chapter.



Comprehensive Plan Amendment Proposal

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JUN 30 2021

COMMUNITY DEVELOPMENT

PA-16

Community Development Department

501 N. Anderson, Ellensburg, WA 98926 (509) 962-7239 (Building) (509) 962-7231 (Planning)
permits@ci.ellensburg.wa.us

Application Name: DEI Chapter Docket #: 21-02
OFFICE USE ONLY OFFICE USE ONLY

Date Application Received: 6/30/2021 Received by: Alicia Winbauer

Applicant:

Name: Kirsten Sackett Daytime Phone: 509-962-7232
Mailing Address: 501 N. Anderson Street Fax Number: _____
City/State/Zip: Ellensburg, WA 98926 Signature: Kirsten Sackett
Professional License No: _____ E-mail: sackettk@ci.ellensburg.wa.us

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: _____ Daytime Phone: _____
Mailing Address: _____ Fax Number: _____
City/State/Zip: _____ E-mail: _____
Signature _____

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- How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

See attached narrative regarding the continuation of 2020 docket items to add a new chapter to the Comp Plan focusing on Diversity, Equity and Inclusion.

Supporting Narrative for DEI Chapter

This docket request submitted by City Staff is to create a new chapter for the Comprehensive Plan that focuses on Diversity, Equity and Inclusion in Ellensburg. This is a continuation of Docket Items 20-02 and 20-03 that were completed only in part during the 2020 docket cycle.

These previous dockets items requested that new language be added to the Comp Plan, focusing on the City's commitment to diversity, equity and inclusion. Adoption of the 2020 amendments did include new language in the Introductory section of the Comp Plan, with the addition of a new Value Statement that was crafted after the City hosted several Listening Sessions during the fall of 2020.

During the City Council meeting of January 4, 2021, City Council referred the remainder of both docket items to the 2021 docket cycle. The remaining portion of the docket items was, and still is, to craft a new chapter for the Comprehensive Plan which focuses on Diversity, Equity and Inclusion in the Ellensburg community.

Following the January 19, 2021 adoption of the amended comp plan, City Council also proceeded with the formation of the new Diversity, Equity and Inclusion Commission. After adopting the necessary language in the City Code and selecting the commission members, the new DEI Commission held their first meeting on May 11, 2021. The Commission is now working with Staff on the development of the new chapter proposed for inclusion in the 2021 Comprehensive Plan amendment cycle.

Proposal 21-03



Comprehensive Plan Amendment Proposal

PA-16
JUN 30 2021

Community Development Department

501 N. Anderson, Ellensburg, WA 98926 (509) 962-7239 (Building) (509) 962-7231 (Planning)
permits@ci.ellensburg.wa.us

COMMUNITY DEVELOPMENT

Application Name: Support of Emergency Shelters Docket #: 21-03

OFFICE USE ONLY

OFFICE USE ONLY

Date Application Received: JUNE 30, 2021 Received by: ALICIA WINBAUER

Applicant:

Name: City of Ellensburg Community Dev. Daytime Phone: 925-8653

Mailing Address: 501 N. Anderson Fax Number: _____

City/State/Zip: Ellensburg WA 98926 Signature: [Signature]

Professional License No: _____ E-mail: aylingj@ci.ellensburg.wa.us

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: _____ Daytime Phone: _____

Mailing Address: _____ Fax Number: _____

City/State/Zip: _____ E-mail: _____

Signature _____

Please provide a statement in the space provided below or on an attached sheet as needed for the suggested change(s) to the comprehensive plan with regards to the relevant criteria listed below:

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- How the change would be compliant with the Countywide Planning Policies; and
- How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

(see Attached)

Housing Chapter Amendments

Description of proposed Comprehensive Plan amendment:

The proposal is to update the comprehensive plan Housing Chapter to conform to House Bill 1220 relating to supporting Emergency Shelters and Housing through local planning and development regulations.

The proposed language would be to modify Goal H-2 to allow, encourage and accommodate a variety of housing types and densities affordable to meet housing needs of all economic segments of the community.

Staff would propose to add an inventory of projected housing needs that identifies the number of housing units necessary to manage projected growth including units for moderate, low, very low, and extremely low income households and emergency housing, emergency shelters, and permanent supportive housing.

Changes to policies and programs include the following:

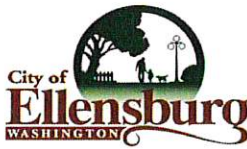
Add to Policy D

Program 4: Create an inventory of surplus property suitable for affordable housing

Add New Policy E

Identify Potential properties to allow for emergency housing, emergency shelters, and permanent supportive housing.

Program 1 Develop a conditional use provision in the permitted use table in the land development code allowing for emergency housing, shelters, and permanent supportive housing in appropriate zones.



Comprehensive Plan Amendment Proposal

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JUN 30 2021

PA-16 COMMUNITY DEVELOPMENT

Community Development Department

501 N. Anderson, Ellensburg, WA 98926 (509) 962-7239 (Building) (509) 962-7231 (Planning)
permits@ci.ellensburg.wa.us

Application Name: Housing Demographic Updates Docket #: 21-04
OFFICE USE ONLY OFFICE USE ONLY

Date Application Received: 6/30/2021 Received by: Alicia Winbauer

Applicant:

Name: Kirsten Sackett Daytime Phone: 509-962-7232
Mailing Address: 501 N. Anderson Street Fax Number: _____
City/State/Zip: Ellensburg, WA 98926 Signature: Kirsten Sackett
Professional License No: _____ E-mail: sackettk@ci.ellensburg.wa.us

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: _____ Daytime Phone: _____
Mailing Address: _____ Fax Number: _____
City/State/Zip: _____ E-mail: _____
Signature _____

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- How the change would be compliant with the Growth Management Act;
- How the change would be compliant with the Countywide Planning Policies; and
- How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

See attached narrative regarding a proposal to update sections of Chapter 4 Housing Element to align with the data in the 2021 Housing Needs Assessment.

Description of proposed Comprehensive Plan amendment to Chapter 2 Housing Demographics:

The Housing Element (Chapter 2) of the 2017-adopted Comprehensive provides demographic data and assumptions based on a Housing Needs Assessment that was conducted in 2016. The City recently completed a June 2021 Housing Needs Assessment that provides more current data.

The proposal is to update the Housing Element with the current demographics, beginning on Page 36 of the Comprehensive Plan. This includes updates to the chapter narrative, Figures 3, 4 and 5, and Tables 7 thru 11.

The City is currently working on a Housing Action Plan (HAP) that included an analysis of the existing Housing Goals, Policies, and Programs and assessed them for alignment with the Key Findings of the Housing Needs Assessment. Please see the attached DRAFT analysis of the Goal section. This identifies potential areas for re-evaluation of the existing goals.

Next steps in development of the HAP include engagement with the community in identifying and prioritizing strategies for improving the housing challenges in Ellensburg. Input from the community and future discussion with the Planning Commission and City Council may lead to amendments to the existing goals, policies, and programs within Chapter 2 of the Comprehensive Plan. Depending on the timing of these next steps staff would propose to update the Comprehensive Plan with any revised goals. If the information is not available or developed within the time period for this amendment cycle, staff would then propose to defer the amendments to the Goals section to the 2022 Comp Plan amendment cycle.

COMPREHENSIVE PLAN HOUSING ELEMENT REVIEW - DRAFT

Introduction

The City of Ellensburg Comprehensive Plan, amended in 2018, meets the regional responsibilities to manage urban growth for current and future residents through 2037. Ellensburg's Comprehensive Plan lays out a road map for navigating 20 years of projected population and employment growth by articulating a vision and corresponding core values, goals to achieve the vision, and policies and programs to promote the core values. Ellensburg's Comprehensive includes eight primary plan elements, for the purposes of this Housing Action Plan, policy guidance within Ellensburg Comprehensive Plan Housing Element was reviewed.

The Housing Element goals, policies, and programs are assessed below in terms of progress of implementation as well as alignment with the Housing Needs Assessment. Each goal area is followed by an evaluation discussion that includes a summary of work done to date and considerations for future action. The City of Ellensburg faces growth pressures and various challenges and opportunities as it relates to housing development, this makes it important to review current conditions and progress towards achieving planning goals. As the City continues to grow, creative approaches might be needed to accommodate growth and support diverse community needs.

TABLE 1. Evaluation Legend

Evaluation by progress of implementation	Evaluation	Alignment with findings from Housing Needs Assessment:	Evaluation
Not yet started	Not started	The policy may challenge the City's ability to meet the needs identified in the HNA. The policy's benefits and consequences should be reviewed to optimize the ability to meet the policy's objectives while minimizing the negative impacts on meeting the housing needs of all community members.	Challenge
Early/initiated	Early	The policy is aligned to the needs identified in the HNA but may not be sufficient to meet those needs. The City may consider amending the policies to encourage the desired development.	Amend/Review
Moderate progress through funding/code/program development	Moderate	The policy is valid and helpful. There is continued need for the policy and it is likely to help the City meet the needs identified in the Housing Needs Assessment.	Valid
Completed	Completed	The policy does not impact the City's ability to meet the needs identified in the HNA.	Neutral

TABLE 2. Goal H-1 – Preserve, protect, and strengthen the vitality and stability of existing neighborhoods

Comprehensive Plan Policies, and Programs		Progress of implementation	Alignment with findings from Housing Needs Assessment
Policy A	Encourage development of an appropriate mix of housing choices through innovative land use and well-crafted regulations.	Early	Amend/Review
Program 1	Integrate new development, with consideration to design and scale that complements existing neighborhoods and provides effective transitions between different uses and intensities.	Moderate	Valid
Program 2	Encourage infill development on vacant and underused sites.	Not started	Valid
Policy B	Establish additional logical access routes outside of the existing street system for bicycle and pedestrian traffic.	Moderate	Neutral
Program 1	Identify trail easements and develop an effective maintenance strategy.	Moderate	Neutral
Policy C	Protect and connect residential neighborhoods so they retain identity and character and provide amenities that enhance quality of life.	Moderate	Amend/Review
Program 1	Encourage housing opportunities in mixed residential/commercial settings throughout the city.	Early	Valid
Program 2	Provide increased residential density and improve infrastructure along arterials and transit routes through redevelopment and retrofitting, such as sidewalks and stormwater treatment.	Moderate	Valid
Program 3	Assure that site, landscaping, building, and design regulations create effective transitions between different land uses and densities.	Early	Valid
Policy D	Promote sense of place in neighborhoods.	Moderate	Valid
Program 1	Promote high quality design that is compatible with the overall style and character of established neighborhoods.	Moderate	Valid
Program 2	Support the preservation of Ellensburg's historically-significant housing through the City's historic preservation program, which maintains a list of historic properties and districts, and provides education and incentives.	Moderate	Amend/Review

Program 3	Encourage the use of long-lived, low-maintenance building materials; high-efficiency energy systems; and low impact development techniques that reduce housing life-cycle costs and provide better environmental performance.	Moderate	Challenge
Program 4	Foster innovative housing and mixtures of housing types that preserve natural resources and consolidate open space.	Early	Amend/Review

Evaluation Discussion

Ellensburg's Land Development was comprehensively updated in 2013 and includes cottage housing standards, maximum block lengths, policies that promote connections between residential neighborhoods, landscaping standards, and open space requirements. In addition, the city adopts state building code standards that provide for high-energy efficiency standards.

The Ellensburg Comprehensive Plan was updated in 2018 to include goals and future land use designations that provide for increasing mixed commercial and residential use areas. The city is currently pursuing amendments to its Land Development Code and zoning maps that will implement comprehensive plan goals to increase allowed uses in certain zoning designations – including a wider variety of housing types, and zoning designation changes that will allow for more mixed-use development outside of the downtown core which will increase the available opportunities for more diverse housing types throughout Ellensburg.

Ellensburg passed a complete streets ordinance in 2016 to ensure that construction of city transportation improvement projects accounts for all users. Under this ordinance, the City is able to apply for grants that help to plan, operate, and maintain appropriate facilities for the safe accommodation of pedestrians, bicyclists, transit users, motorists, emergency responders, freight, and users of all ages and abilities in new construction, retrofit, or reconstruction projects.

Comprehensive Plan policies and programs for review and possible amendment to better align with this Housing Action Plan include: Policy A, Policy C, and Policy D – Programs 2 and 4.

Comprehensive Plan policies and programs that are aligned with this Housing Action Plan but have not begun implementation include: Policy A – Program 2. Other areas of focus for implementation of the City's comprehensive plan are policies and programs in early stages of implementation and evaluated as valid for alignment with this Housing Action Plan.

Under Comprehensive Plan Goal H-1, Policy D – Program 3 was the only policy or program considered to be a challenge in terms of alignment with this Housing Action Plan. At this time, implementation of this program is limited to adoption of state building code standards.

TABLE 2. Goal H-2 – Allow and encourage a variety of housing types and densities to meet housing needs for all economic segments of the community.

Comprehensive Plan Policies, and Programs		Progress of implementation	Alignment with findings from Housing Needs Assessment
Policy A	Review the Land Development Code to allow for a wider variety of housing types.	Moderate	Amend/Review
Program 1	Review barriers to the development of denser housing types such as duplexes, townhomes, and accessory dwelling units.	Moderate	Valid
Policy B	Encourage residential development in commercial and mixed-use zones, especially those within proximity to transit.	Early	Valid
Program 1	Expand the Multifamily Tax Exemption program beyond the downtown area to encourage multifamily housing in other areas where it is needed.	Early	Valid
Program 2	Evaluate, review, revise, and publicize the density bonus incentive program.	Not started	Amend/Review
Program 3	Work with Central Washington University and private developers to support on-campus housing for students and in transit-served residential/commercial settings throughout the city.	Not started	Amend/Review
Policy C	Consider housing cost and supply implications of proposed regulations and procedures.	Not started	Valid
Program 1	Consider reducing parking requirements for mixed-use housing developments and affordable housing developments in closer proximity to jobs and transit.	Early	Amend/Review
Policy D	Create and preserve ADA accessible and affordable housing opportunities locally and with a regional perspective.	Early	Valid
Program 1	Promote working partnerships with public, private, non-profit groups, and developers to plan and develop a range of housing choices.	Moderate	Amend/Review
Program 2	Evaluate other housing affordability programs utilized in other communities that could be incorporated into the Land Development Code.	Early	Amend/Review
Program 3	Support the preservation, maintenance, and improvements of older/historic housing and	Not started	Valid

	assistance to low-income households who want to stay in their homes.		
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Evaluation Discussion

The City is currently pursuing amendments to the Land Development Code and zoning maps that will allow duplexes and townhomes in zoning districts that previously have primarily only allowed for single family homes. The amendments will also create two new mixed-use zoning districts that will increase the available opportunities for more diverse housing types throughout Ellensburg.

Staff have compiled case studies of parking standards and City Council has had initial discussions related to initiating a citywide parking study to inform right-sized parking requirements. No additional implementation steps have been taken.

Voters passed a sales tax increase in 2018 for affordable housing and related services which has enabled the City to startup a housing fund. Using these funds and City surplus properties, the City has initiated partnerships with local housing organizations to provide affordable homeownership and rental housing for income qualified households.

City staff have taken initial steps to research steps needed to expand the Multifamily Tax Exemption program but have not begun the state process required for expansion.

Comprehensive Plan policies and programs for review and possible amendment to better align with this Housing Action Plan include: Policy A, Policy B – Programs 2 and 3, Policy C – Programs 1, and Policy D – Programs 1 and 2.

Comprehensive Plan policies and programs that are aligned with this Housing Action Plan but have not begun implementation include: Policy B – Program 2 and 3, and Policy D – Program 3. Other areas of focus for implementation of the City's comprehensive plan are policies and programs in early stages of implementation and evaluated as valid for alignment with this Housing Action Plan.

TABLE 3. Comprehensive Plan Goal H-3 – Encourage and support a variety of housing opportunities for older adults and people with disabilities.

Comprehensive Plan Policies, and Programs		Progress of implementation	Alignment with findings from Housing Needs Assessment
Policy A	Collaborate with other jurisdictions, organizations, and private developers to meet special housing needs that address a broad spectrum of solutions.	Early	Valid
Program 1	Promote accessible and affordable housing in areas that are close to services and the rest of the community.	Early	Valid

Program 2	Coordinate with local organizations and agencies to provide sufficient and affordable home maintenance and support services.	Moderate	Valid
Program 3	Promote the use of universal design principles for new development or redevelopment housing projects.	Not started	Valid

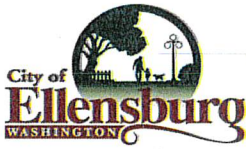
Evaluation Discussion

Voters passed a sales tax increase in 2018 for affordable housing and related services which has enabled the City to start up a housing fund. Using these funds and City surplus properties, the City has initiated partnerships with local housing organizations to provide affordable homeownership and rental housing for income qualified households.

The City provides a discounted utility rate for older adults, and also partners with the local Community Action Agency to provide utility assistance to income qualified households.

The City also partners with the local Community Action Agency to qualify community members for the City's utility assistance program, which is made available to low-income seniors and disabled at the 125% poverty level.

Comprehensive Plan policies and programs that are aligned with this Housing Action Plan but have not begun implementation include: Policy A – Program 3. Other areas of focus for implementation of the City's comprehensive plan are policies and programs in early stages of implementation and evaluated as valid for alignment with this Housing Action Plan.



Comprehensive Plan Amendment Proposal

PA-16

Community Development Department

501 N. Anderson, Ellensburg, WA 98926 (509) 962-7239 (Building) (509) 962-7231 (Planning)
permits@ci.ellensburg.wa.us

Application Name: Telecom Utility Amendment Docket #: 20-05

OFFICE USE ONLY

OFFICE USE ONLY

Date Application Received: JUNE 29, 2021 Received by: KIRSTEN SACKETT

Applicant:

Name: Ben Faubion Daytime Phone: (509) 925-8612
Mailing Address: 501 N. Anderson St Fax Number: (509) 925-8662
City/State/Zip: Ellensburg, WA Signature: *Ben Faubion*
Professional License No: NA E-mail: _____

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: _____ Daytime Phone: _____
Mailing Address: _____ Fax Number: _____
City/State/Zip: _____ E-mail: _____
Signature _____

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See Attached

Discussion Draft- Proposed Comprehensive Plan Amendments for Broadband

“The time has long passed since broadband access was optional. The internet has grown out of its luxury status and is now a bedrock ingredient for resilient communities. Fast, affordable, reliable broadband is essential to the long-term success of a community and to the health and happiness of its residents.”¹

“The City has built a world-class [telecommunications] infrastructure and is providing superior services to existing users. The core infrastructure is poised to expand to enable delivery of enhanced, cost-effective services to a larger group of users, including commercial users who are important to the City’s continued economic vitality.”²

The community is broadly supportive of City effort to expand and improve broadband access. A study commissioned by CenterFuse (the dba of the Ellensburg Business Development Authority), found 63% of survey respondents support the idea of community leaders prioritizing better broadband, including 52% who replied it should be the “highest priority.” An additional 64% of respondents supported the idea of the city working to improve broadband infrastructure, including 52% who replied it should be the “highest priority”³.

These proposed amendments to the Comprehensive Plan will articulate a vision for broadband fiber deployment, guide development of the City’s “digital roads”, and reflect the City’s values of economic progress, accessibility, affordability, and digital inclusion.

Outline of Proposal

Amend the Comprehensive Plan to:

- Support the Capital Facilities and Utilities Goal to “support the use of data and technology to meet residents’ needs and improve efficiency of services” and Policy to “encourage new and cost-effective information and telecommunications technologies that would benefit residents and improve services” with a new Program to, “Leverage existing city telecommunications assets and utility service experience to deliver fiber optic broadband service to businesses and residents that provide a similar level of customer service and reliability as the city’s other utilities.”
- Support the Economic Development Goal to “stimulate and diversify Ellensburg’s economy” and Policy to “promote the retention and expansion of existing businesses as well as the development of new businesses” with a new policy to “expand city telecommunications utility

¹ *Becoming Broadband Ready*. Next Century Cities | Broadband Internet & Infrastructure. (2020, August 28). <https://nextcenturycities.org/becoming-broadband-ready/>.

² *City of Ellensburg Telecommunications Strategic Plan*, 2015

³ *Broadband Feasibility Report*, CenterFuse February 1, 2021

infrastructure and service areas to meet business needs for retention, expansion, relocation, and formation.”

- Support the Economic Development Goal to “emphasize economic development of downtown as an economic, tourist, retail, art and cultural, and event destination” and Policy to “partner with local organizations to implement the downtown economic development plan” with a new Program to “Offer city broadband fiber telecommunications utility service to all addresses in the downtown core.”
- Adopt Level of Service Standards for Broadband Internet at the same level as the statewide broadband plan; 150/150 Mbps for all residences and businesses; 1/1 Gbps for all anchor institutions, including but not limited to: schools, hospitals, libraries, and government buildings (RCW 43.330.536).
- Identify action items to 1) develop a Telecommunications Utility System Plan, 2) pursue policies to reduce barriers and costs to telecommunications utility infrastructure extension, and 3) convene partners to develop a digital inclusion plan to guide decision-making and measure progress toward digital equity.

Supporting Narrative

The CenterFuse study found poor quality residential broadband service is a barrier to businesses forming or expanding in, or relocating to, Ellensburg. This is a particular disadvantage because many nearby cities have fiber broadband available to all residences and businesses. Additionally, even before the COVID-19 pandemic, the fastest growing areas of the economy was a shift of technical and professional jobs to remote work. These trends were accelerated by the pandemic. Attracting and retaining these people in Ellensburg would boost economic development performance measures.

Most businesses want people to be able to work from home at least some of the time—and they want employees and family members to have access to fast, reliable Internet for leisure as well as for school and work.

This issue affects almost all residents, but the impact is not uniformly felt. The CenterFuse study found 36% of homes with school-age children said that the home Internet was not adequate to support online schoolwork. City Telecommunications Utility staff have worked with the Ellensburg School District to identify areas of the City with concentrations of students the District identifies as lacking adequate internet to complete schoolwork.

In addition to students, “It is clear who is and who is not connected: Seniors, the disabled, those with limited incomes, those who have not obtained a high school diploma, rural residents, and indigenous and tribal communities are the least likely to be online at home. When asked, those not online at home identified cost as the number one factor. Other factors include the cost of device ownership and digital skills training.”⁴

⁴ *Becoming Broadband Ready*. Next Century Cities | Broadband Internet & Infrastructure. (2020, August 28). <https://nextcenturycities.org/becoming-broadband-ready/>.

Construction costs represent the most expensive line item in a broadband deployment budget, as opposed to the fiber and conduit itself. Proactive placement of telecommunications conduit can be estimated to save anywhere from \$30,000 to \$100,000 per mile compared to the costs of revisiting streets and digging them up again. A report by consulting firm CTC Technology & Energy estimated that the cost of a provider or locality pulling fiber in existing conduit is 10 percent of the cost of underground construction without the conduit. Additionally, public interest in the integrity, ride-ability and appearance of new street surfaces is significant. Residents don't appreciate new streets being dug up for utility trench work. Trench cuts significantly alter and degrade pavement surfaces adjacent to the actual trench line. A local "Dig Once" policy would reduce the cost of communications infrastructure deployment, and is identified in the State Broadband Office 2020 Annual Report as a local policy recommendation⁵. Pursuing policies to this effect will encourage preservation of existing paved assets and encourage cost effective telecommunications infrastructure deployment.

As stated in the *Becoming Broadband Ready* report:

The pandemic uncovered a new broadband gap where residences and businesses began caring about upload speeds. Upload speed measures how fast data can be sent from a user's computer to the Internet. Good upload speeds are needed for connecting from home to a school server, for working at home and connecting to a work server, for connecting to online video meetings like Zoom, or for using telemedicine.

Upload speeds are also now vital to a business that wants to connect [with] many employees working from home. Many residents in Ellensburg who thought they had adequate broadband suddenly found during the pandemic that they were unable to conduct multiple simultaneous upload connections at the same time. This phenomenon appeared all over the country as residences found out that slow upload speeds are a limiting factor for connecting from home.⁶

The CenterFuse study found upload speed for cable Internet were unsatisfactory, with 56% under 15 Mbps, and DSL speeds even slower with a majority of upload speeds under 1 Mbps.

The state legislature has adopted the goal of universal access to "symmetrical" service of 150 Mbps upload and download speeds, with "symmetrical" service of 1Gbps for public facilities and other core "anchor" institutions. Establishing the policies and vision to move toward fiber broadband deployment is consistent with these policies at the state level. These levels will ensure broadband service meets resident and business needs.

Adopting these service levels will ensure development can provide adequate telecommunications service and guide growth towards the levels needed for a sound community and happy and healthy residents.

⁵ State Broadband Office 2020 Report to the Legislature, January 2020

⁶ *Broadband Feasibility Report* CenterFuse February 1, 2021

Proposed Comprehensive Plan Amendment Language

Economic Development Chapter

Capital Facilities and Utilities Chapter, Goal ED-1

Policy A - Continue to implement and regularly update a strategic economic development plan with representatives from the following sectors: industrial, transportation, agriculture, tourism, healthcare, education, and technology.

Economic Development Chapter, Goal ED-2, Policy B

Program 7 Expand City telecommunications utility infrastructure and service areas to meet business needs for retention, expansion, relocation, and formation.

Economic Development Chapter, Goal ED-2, Policy D

Program 4 Build City broadband fiber telecommunications utility service to all light industrial zones.

Economic Development Chapter, Goal ED-4, Policy B

Program 3 Offer city broadband fiber telecommunications utility service to all addresses in the downtown core.

Capital Facilities and Utilities Chapter

Capital Facilities and Utilities Chapter, Goal CFU-4, Policy B (New Program)

Program 3 Leverage existing city telecommunications assets and utility service experience to deliver fiber optic broadband service to businesses and residents that provide a similar level of customer service and reliability as the City's other utilities. (Service that meets the state and federal goals for speed and equitable deployment, and is supported to address business concerns with service outage restoration.)

Capital Facilities and Utilities Chapter, "Action Items" (New Items)

Develop Telecommunications Utility System Plan

Ensure a Functional Plan is developed to identify facility inventories, potential funding sources, and implementation strategies for the Telecommunications Utility.

Reduce barriers and costs to telecommunications utility infrastructure extension

Coordinate with stakeholders and pursue "Dig Once" or pavement moratorium policies to encourage cost effective utility infrastructure development and extend the service life of city transportation assets, and One Touch Make Ready (OTMR) or "Climb Once" policies to simplify telecommunications infrastructure deployment.

Develop Digital Inclusion Plan

Convene partners to develop a digital inclusion plan to guide decision-making on telecommunications infrastructure and measure progress toward digital equity.

Capital Facilities and Utilities Chapter, "Policy Connections" (New Policy Connection)

The **Economic Development** chapter includes guidance on telecommunications utility infrastructure support economic development.

Capital Facilities and Utilities Chapter, "Background and Context" (New Level of Service Standard)

Table 19. Level of Service Standards

<u>Service/Facility</u>	<u>LOS Standard</u>
<u>(New) Broadband Internet</u>	<u>150/150 Mbps for all residences and businesses; 1/1 Gbps for all anchor institutions i.e. schools, hospitals, libraries, and government buildings.</u>

Adequacy and Concurrency

The City's water, sewer, telecommunications, electric, and gas utilities have the ability to meet the current demand at the service levels established in the Comprehensive Plan.



Comprehensive Plan Amendment Proposal

RECEIVED
6/28/2021
COMMUNITY
DEVELOPMENT

PA-16

Community Development Department

501 N. Anderson, Ellensburg, WA 98926 (509) 962-7239 (Building) (509) 962-7231 (Planning)
permits@ci.ellensburg.wa.us

Application Name: Economic Development Chapter Update Docket #: 21-06

OFFICE USE ONLY

OFFICE USE ONLY

Date Application Received: June 28, 2021 Received by: KIRSTEN SACKETT

Applicant:

Name: CenterFuse Daytime Phone: 509.955.3880
Mailing Address: 110 W 6th, #238 Fax Number: na
City/State/Zip: Ellensburg/WA/98926 Signature: Margaret Reich
Professional License No: na E-mail: director@ellensburgcenterfuse.com

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: _____ Daytime Phone: _____
Mailing Address: _____ Fax Number: _____
City/State/Zip: _____ E-mail: _____
Signature _____

Please provide a statement in the space provided below or on an attached sheet as needed for the suggested change(s) to the comprehensive plan with regards to the relevant criteria listed below:

- Detailed statement of the proposal and reason for the amendment including proposed language for amendment;
- Anticipated impacts of the change, including the geographic area affected and issues presented;
- Why existing comprehensive plan should not continue in effect or why existing criteria no longer apply;
- How the change would be compliant with the Growth Management Act;
- How the change would be compliant with the Countywide Planning Policies; and
- How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

SEE ATTACHED SHEET WITH ANSWERS TO QUESTIONS

June 28, 2021

Please provide a statement in the space provided below or on an attached sheet as needed for the suggested change(s) to the comprehensive plan with regards to the relevant criteria listed below:

• Detailed statement of the proposal and reason for the amendment including proposed language for amendment;

CenterFuse is Ellensburg's Business Development Authority providing expertise and assistance for businesses to start, grow and thrive in Ellensburg. As such, we are proposing an update to the Economic Development chapter of the 2017 Ellensburg Comprehensive Plan. The key reasons for the update are:

COVID-19 pandemic. The COVID-19 pandemic has forever changed the landscape for residents and businesses in Ellensburg; changed in both positive and negative ways. How businesses operate is now different and will continue to be in the future. We propose to add language to the chapter speaking to the economic impacts of the pandemic and the resiliency of our community in the context of what happened with COVID-19 and how that impacts business development into the future.

Elevating the importance of broadband. The International Economic Development Council (IEDC) states what businesses are looking for most when siting a facility is infrastructure and workforce. Included in the infrastructure category is broadband. As site location professionals and businesses visit Ellensburg with intent to locate here, one of their first questions is 'How is your broadband'? CenterFuse completed a feasibility study earlier this year. The findings of the study, current and planned actions to meet the State's 150 Mbps synchronously by 2028 would be valuable information to add to this chapter. This information, too, could be referenced in the comprehensive plan's infrastructure chapter.

Industry and employment data. Currently the data in this chapter is outdated. With our population growth of 3.37% (2020 data) and continued increase in intra-state mobility (over 5% into Kittitas County), it is imperative to have current, accurate data.

Goal statements. Many of the goals are great, some in process or accomplished, and an effort around updating and maybe some eliminated or added.

Economic forecast. The US Bureau of Labor and Statistics produces an economic forecast. The information contained in this forecast, its relationship to Washington State and Ellensburg would be beneficial to add to this chapter.

Reimagining city properties. The city owns various properties. One such property, the Prospect Building/Ellensburg Incubator, was most recently, up until June 2021, managed by CenterFuse. CenterFuse facilitated the discussion with Ellensburg City Council to sell the building and dedicate the sale's proceeds to an economic development fund. CenterFuse, too, consulted with and directed

four prospective buyers to the city regarding the sale – the successful buyer being one of these. With the sale of the Prospect building almost complete, we direct our attention to the current Kittitas County Transfer Station site. Most, but not all, of the existing site is owned by the city. The County is moving to a new location in 2024.

While not limited to this, the results of the recent secondary marketing study, which CenterFuse partnered on along with CWU, Kittitas County, Yakima County and Grant County, one such re-use option might be a Resource Recovery Park. A Resource Recovery Park is a new development in recycling that includes the co-location of reuse, recycling, compost processing, manufacturing, and retail businesses in a central facility. The public can bring all their wastes and recoverable materials to this facility at one time.

Hospitable housing environment. The BERK Affordable Housing study provided baseline information about Ellensburg’s housing market. But housing needs exceed supply, and there is a reluctance of existing/local builders to increase their construction and a reluctance of builders outside of Ellensburg to enter the marketplace. Housing is a component of economic development, and information about housing should be in the economic development chapter. This information could be added to the housing chapter as well.

• Anticipated impacts of the change, including the geographic area affected and issues presented:

The impacts of the change are all positive – Better, more accurate, current and future focused information about economic development.

• Why existing comprehensive plan should not continue in effect or why existing criteria no longer apply:

The information in the economic development chapter is outdated and in need of a refresh.

• How the change would be compliant with the Growth Management Act:

The policy framework of the GMA determines how to accommodate growth. This is done through the creation of local comprehensive plans that address land use, housing, capital facilities, utilities, transportation, economic development, parks and recreation, etc.

This proposal is compliant with GMA because it encourages economic development.

RCW 36.70A.020

Planning goals (2021).

The following goals are adopted to guide the development and adoption of comprehensive plans and development regulations of those counties and cities that are required or choose to plan under RCW 36.70A.040. The following goals are not listed in order of priority and shall be used exclusively for the purpose of guiding the development of comprehensive plans and development regulations:

- (1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.
- (2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.

- (3) Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.
- (4) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.
- (5) Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.
- (6) Property rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.
- (7) Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.
- (8) Natural resource industries. Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forestlands and productive agricultural lands, and discourage incompatible uses.
- (9) Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.
- (10) Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.
- (11) Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.
- (12) Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.
- (13) Historic preservation. Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.

• How the change would be compliant with the Countywide Planning Policies

The proposed changes not only consider ways to promote contiguous and orderly development with reimagining of City properties such as the transfer station but also consider the demand on housing with increased industrial development, job creation. The County wide planning Policies state to ensure favorable employment and economic conditions in the County. The proposed measures to add to the existing comp plan achieve these goals.

The changes do not adversely impact Kittitas County economic development related plans

- Kittitas County Tourism Infrastructure Plan March 2016
- 2016 Kittitas Valley Event Center Master Plan
- Yakima and Kittitas Counties Regional Comprehensive Economic Development Plan September 21, 2015 Adopted by Resolution 2016-014

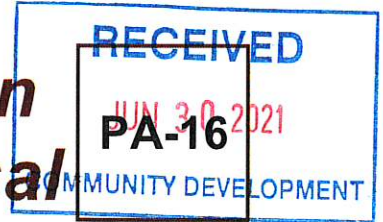
- How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change

The changes are supportive of the cities function plans for growth in Ellensburg and the UGA. We have learned through out 2021 Broadband Feasibility Study that business recruitment hinges on the known availability, access, reliability, and affordability of broadband at home and at work. The city, too, sees broadband as a priority. By improving our ability to attract family wage jobs to Ellensburg we can continue to improve the quality of life for all who live, work, and play in Ellensburg.





Comprehensive Plan Amendment Proposal



Community Development Department

501 N. Anderson, Ellensburg, WA 98926 (509) 962-7239 (Building) (509) 962-7231 (Planning)
permits@ci.ellensburg.wa.us

Application Name: Kuchin Future Land Use to Commercial **Docket #:** 21-10

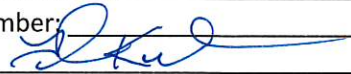
OFFICE USE ONLY

OFFICE USE ONLY

Date Application Received: June 30, 2021

Received by: Kirsten Sackett

Applicant:

Name: Fabian Kuchin Daytime Phone: (509) 929-1255
Mailing Address: 1404 Dry Creek Road Fax Number: _____
City/State/Zip: Ellensburg Signature: 
Professional License No: _____ E-mail: _____

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: _____ Daytime Phone: _____
Mailing Address: _____ Fax Number: _____
City/State/Zip: _____ E-mail: _____
Signature _____

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- How the change would be compliant with the Countywide Planning Policies; and
- How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

See attached narrative

Description of Fabian Kuchin proposed Comprehensive Plan amendment:

The proposal is to update the comprehensive plan future land use designation for a portion of the existing parcel 716133. A Boundary Line Adjustment (BLA) is currently being processed and the proposal is to modify the future land use designation for what is depicted in the BLA as the new “Lot 2”. See attached map of the parcels and the current land use designations, in addition to a copy of the submitted BLA.

The existing land use designation for the parcel is **Blended Residential Neighborhood**. The proposal is to update the land use designation to **Neighborhood Commercial**.

This is the same designation assigned to several properties to the southeast of the subject property, also owned by Fabian Kuchin.

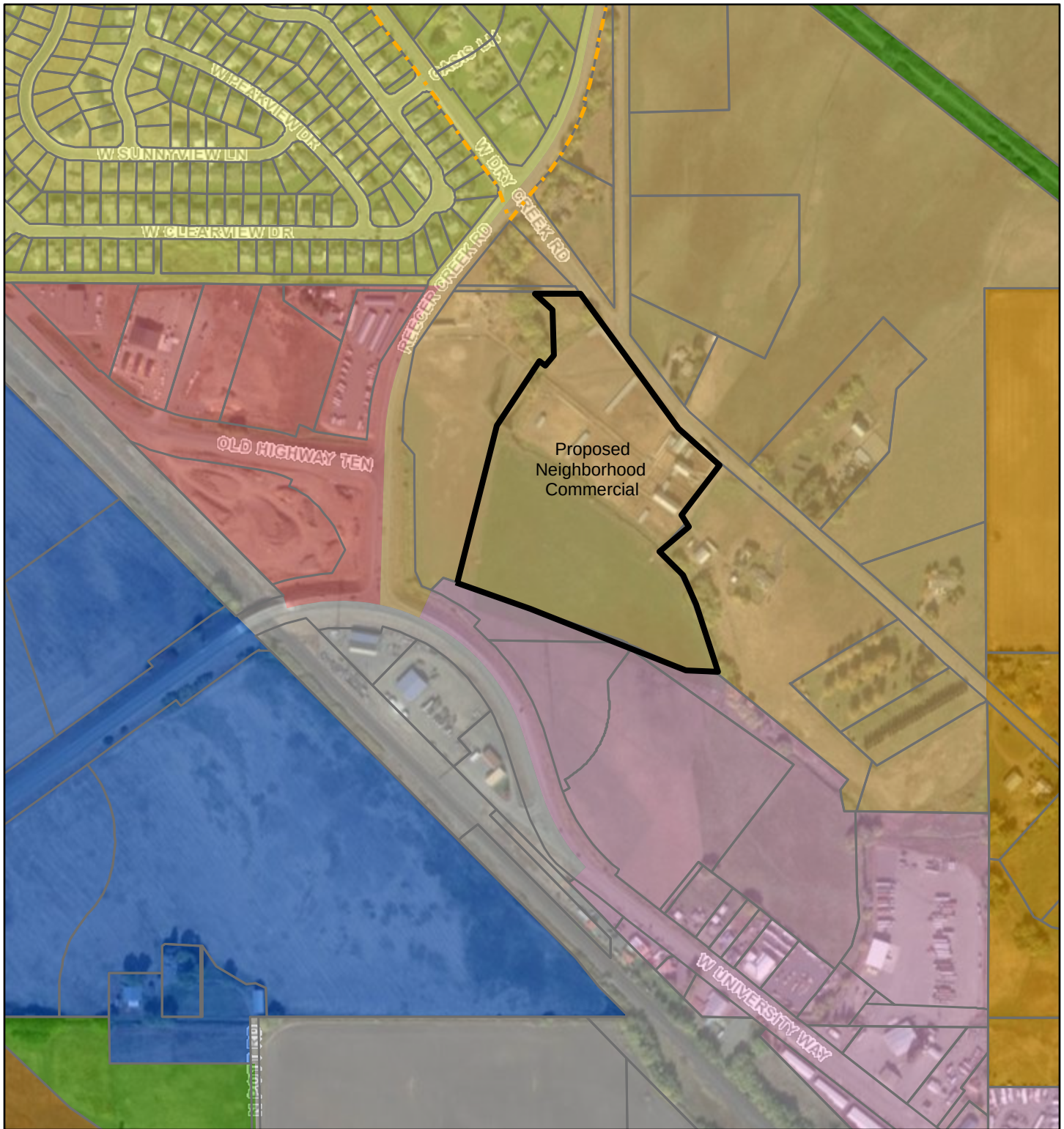
The property was annexed into the City as part of the Currier Creek annexation in March 2020. Prior to annexation, the parcel had been zoned Industrial by the County. The City zoning assigned to the property at annexation was Residential-Suburban. There is a desire to rezone the new Lot 2 to Commercial Highway in the future, to complement the zoning of surrounding properties.

A change to the future land use designation would not impact the existing zoning. However, one of the criteria for approving a rezone in the future is that the rezone “is consistent with the comprehensive plan”.

Page 27 of the Land Use Chapter of the Comprehensive Plan provides a descriptor of the proposed land use designation of “Neighborhood Commercial” as follows:

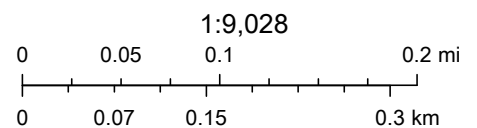
This designation accommodates employment, retail, service, and other related uses at a scale that serves individual or small groupings of neighborhoods. Commercial uses typical of this designation include retail, offices, entertainment, professional services, eating and drinking establishments, live/work units, and shop front retail that serve a market at a small neighborhood scale.

Kuchin Property Future Land Use Designation



7/1/2021, 10:45:28 AM

- Override 1
- Urban Growth Area
- City Limits
- Future Land Use Designations**
- Residential neighborhood
- Blended residential neighborhood
- Parks and open space
- Community mixed use
- Neighborhood commercial
- Mixed business park
- Light industrial
- Public/institutional



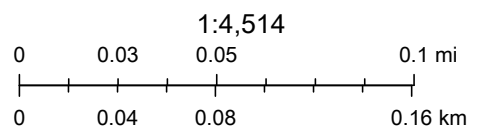
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Fabian Kuchin Existing Parcel



7/9/2021, 11:07:16 AM

-  Urban Growth Area
-  City Limits



© OpenStreetMap (and) contributors, CC-BY-SA

1"=200'
Proposed

TPN 865636

1

358,811.02 sq.ft.
8.24 acres

Zoned R-S

TPN 716133

2

815,989.52 sq.ft.
18.73 acres

Zoned R-S

Whiskey Cr

Zoning Bdy
per deed
AFN 512770

TPN 806133

3

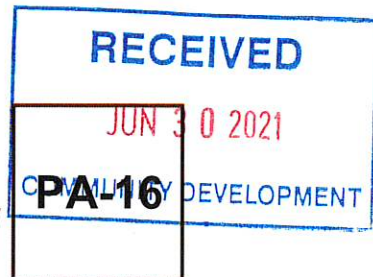
170,594.46 sq.ft.
3.92 acres

Zoned
C-H





Comprehensive Plan Amendment Proposal



Community Development Department

501 N. Anderson, Ellensburg, WA 98926 (509) 962-7239 (Building) (509) 962-7231 (Planning)
permits@ci.ellensburg.wa.us

Application Name: Future Industrial Land Use in UGA **Docket #:** 21-11

OFFICE USE ONLY

OFFICE USE ONLY

Date Application Received: 6/30/2021 **Received by:** Alicia Winbauer

Applicant:

Name: Kirsten Sackett Daytime Phone: 509-962-7232
Mailing Address: 501 N. Anderson Street Fax Number: _____
City/State/Zip: Ellensburg, WA 98926 Signature: Kirsten Sackett
Professional License No: _____ E-mail: sackettk@ci.ellensburg.wa.us

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: _____ Daytime Phone: _____
Mailing Address: _____ Fax Number: _____
City/State/Zip: _____ E-mail: _____
Signature: _____

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- How the change would be compliant with the Growth Management Act;
- How the change would be compliant with the Countywide Planning Policies; and
- How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

Staff proposal to update the Future Land Use map to allow for greater capacity of Industrial zoned property. See attached narrative for additional information.

Proposed amendment to Future Land Use Map of Comprehensive Plan:

This proposal from City Staff is to update the comprehensive plan future land use designation for Parcel ID # 668733. This property is located outside the City limits within the UGA, at the southern perimeter of the City limits. It is located south of Berry Road and on the east side of Canyon Road, across the street from the City's sewer treatment plant.

The existing land use designation for the parcel is **General Commercial and Services**. The proposal is to update the future land use designation to **Light Industrial**. This proposal is being forwarded by Staff out of recognition for the anticipated growth in our City and County – both population growth and economic growth - and the lack of land available for Industrial uses. This site was identified as appropriate for Light Industrial because of its proximity to the sewer treatment plant, the nearby truck stop, and easy access to the Interstate.

If this land use map change is later approved, it would also necessitate an update to **Table 6** Future Land Use Designations, **Figure 1** Comparison of Current and Future Land Use Designations, and **Figure 2** Future Land Use Map.

The current County zoning for the property is Urban Residential.

Page 28 of the Land Use Chapter of the Comprehensive Plan provides a description of the Industrial Land Use designations as follows:

Industrial

The industrial land use designations provide for the creation of local jobs and other local economic activity in a manner consistent with the character of the community. Industrial land typically includes businesses that manufacture, process, or otherwise generate products sold to commercial businesses later. Industrial land needs good transportation access, preferably with access to truck routes, for transport of products as well as for workers. These areas provide a range of intensities including heavy and light industrial uses.

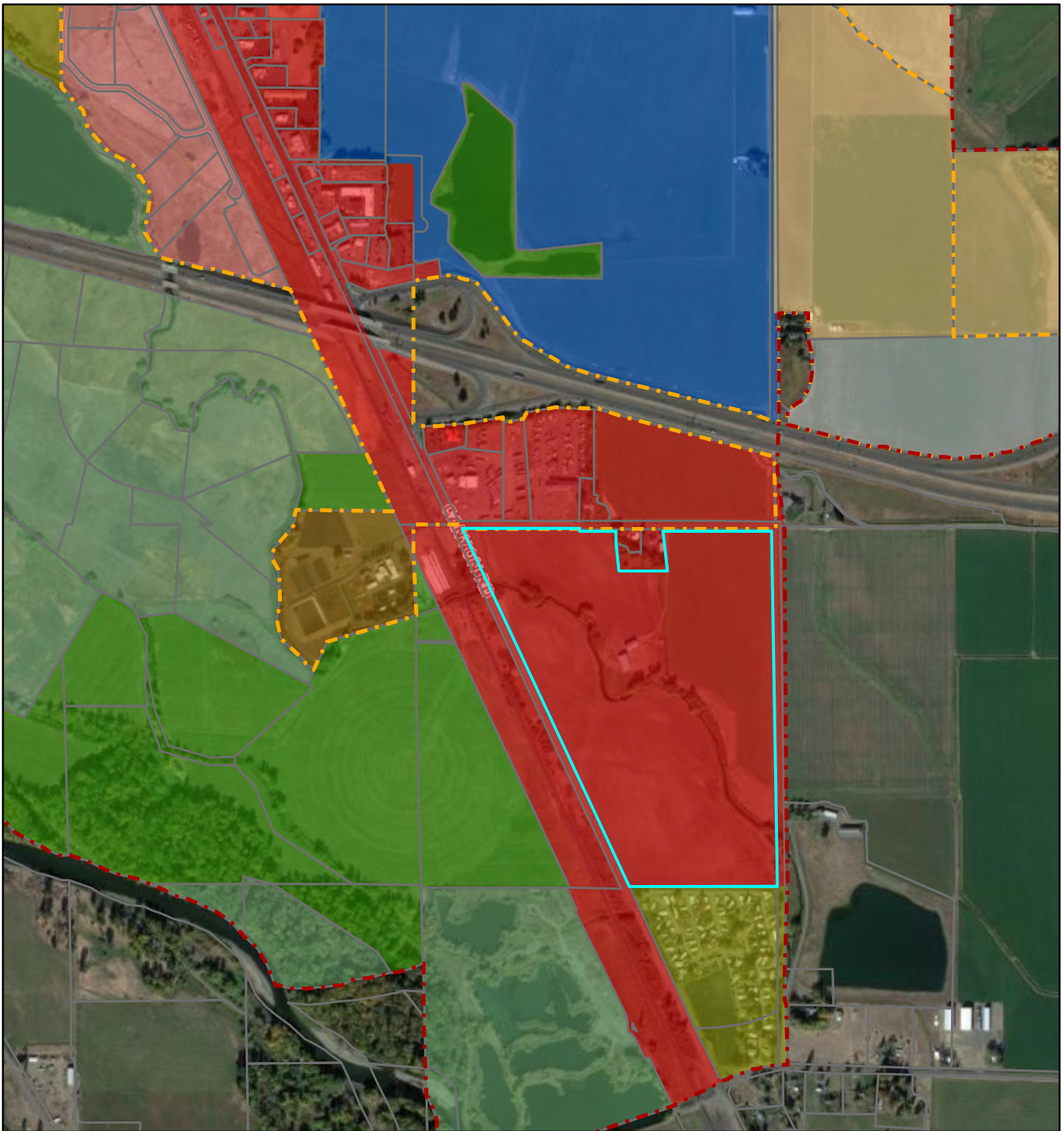
- **LIGHT INDUSTRIAL**

This designation typically accommodates activities that include light manufacturing, research and development, office, technology centers, light assembly, storage, and support services to industry. Light industry includes a broad spectrum of land uses, some of which can be compatible with mixed-use developments, regional commercial services, and live/work developments.

- **HEAVY INDUSTRIAL**

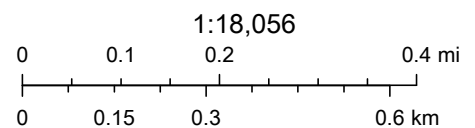
This designation generally accommodates industries that process large volumes of raw materials into refined products and/or have significant external impacts. The uses in these areas tend to generate truck traffic and should have access to major transportation networks. Typically, these areas would not be compatible with residential uses.

UGA Property - General Commercial & Services to Industrial



7/6/2021, 1:26:06 PM

- | | |
|---|--|
| Urban Growth Area | Mixed business park |
| City Limits | General commercial and services |
| Future Land Use Designations | |
| Blended residential neighborhood | Public/institutional |
| Community mixed use | Open space (pvt/non-city owned) |
| Industrial residential | Parks and open space |
| Light industrial | |



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Exhibit 9

21-01: Updates to the various 6-year Capital Improvement Plans

Summary

Initiate the annual update to the 6-Year Capital Improvement Programs in Appendix A of the Comprehensive Plan. Each year the 6-year capital improvement plans need to be updated. Each proposed 6-year capital improvement plan will be reviewed during the budget process in the fall, prior to the October public hearing with City Council to adopt the Comprehensive Plan amendments.

Table 23. Electric Utility 6-year Capital Improvement Plan

Project	2022	2023	2024	2025	2026	2027
Electric System Plan						
Plan Update (every 6 years)		\$150,000				
System Expansion						
New Services	\$52,426	\$55,047	\$57,800	\$60,690	\$63,580	\$66,759
New Meters	\$65,738	\$69,025	\$72,476	\$76,100	\$79,723	\$83,710
New OH Conductors & Equipment	\$77,486	\$81,360	\$85,428	\$89,700	\$93,971	\$98,670
New UG Conductors	\$297,844	\$312,736	\$328,373	\$344,791	\$361,210	\$379,270
UG Conduits & Vaults	\$147,222	\$154,583	\$162,313	\$170,428	\$178,544	\$187,471
New Line Transformers	\$57,903	\$60,798	\$63,838	\$67,030	\$70,222	\$73,733
New Street Lighting	\$17,006	\$17,856	\$18,749	\$19,687	\$20,624	\$21,655
Capitol Projects						
Berry to Bull Rd Tie	\$ 200,000					
Canyon Rd I90 Crossing Reconductor (D2-1)	\$ 100,000					
Bowers Rd to Reecer Creek Extension (HE-2)			\$ 250,000	\$ 250,000		
Feeder 15 Airport Rd to Bender (HE-1)			\$ 300,000			
Univ. Way Gateway	\$1,700,000					
Mountain View Reconductor (D2-2)		\$ 500,000				
Sanders to Alder Tie (HE-3)		\$ 80,000				
Sanders to Brick Rd (HE-4)		\$ 175,000				
Anderson/Umptanum Rd Tie			\$ 150,000			
Wildcat street Feeder System				\$ 315,000		
Street Lighting Laminated / Fiberglass Pole Replacement/ Misc. Lighting Upgrades	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Radio Road Conversion		\$180,000				
Substation Improvements						
Sub Land Purchase	\$ 500,000					
D1 Dolarway Substation Improvement	\$1,170,000	\$ 1,400,000				
TOTALS	\$4,435,625	\$ 3,286,406	\$1,538,977	\$1,443,425	\$ 917,874	\$961,268

Table 24. Information Technology Capital Improvement Plan

Project	2022	2023	2024	2025	2026	2027
IT System Plan						
Plan Updates (every 3 years)		\$20,000			\$20,000	
IT Computer Replacements						
Hardware	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000
Software	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000
Consultant Services	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
IT Enterprise Applications						
Hardware	50,000	50,000	50,000	50,000	50,000	50,000
Records Management			\$50,000	\$5,000	\$5,000	\$5,000
CIS replacement	505,000	105,000	55,000	55,000	55,000	55,000
Software	\$185,000	\$185,000	\$185,000	\$185,000	\$185,000	\$185,000
Consultant Services	\$167,000	\$100,000	\$100,000	\$50,000	\$50,000	\$50,000
IT Network Resources						
Hardware	\$60,000	\$35,000	\$40,000	\$40,000	\$20,000	\$20,000
Software	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000
Consultant Services	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000
Off Site Data/DR	\$100,000	\$50,000	20,000	20,000	20,000	20,000
Cable Upgrade to Category 5e	5,000	10,000	10,000	5,000	5,000	5,000
GIS System Plan						
Plan Updates (every 3 years)		\$15,000			\$15,000	
GIS Implementation						
GIS - Asset Management System	\$93,500	83,500	40,000	\$40,000	40,000	40,000
GIS - Permit, licensing, and Service Applications			90,000	\$20,000	20,000	20,000
GIS Network Resources						
Hardware	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Software	\$52,000	\$52,000	\$52,000	\$52,000	\$52,000	\$52,000
Consultant Services	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Total	\$1,466,500	\$954,500	\$941,000	\$771,000	\$786,000	\$751,000
GRAND TOTAL	\$5,670,000					

Table 25. Natural Gas Utility Capital Improvement Plan

Project	2022	2023	2024	2025	2026	2027
Gas System Plan						
Plan Updates (every 6 years)					\$80,000	
System Improvements						
No 6 Road South of Willis Road	\$10,400					
No 6 Road North of Willis Road	\$22,000					
No 6 Road to Vantage Hwy Loop		\$30,000	\$30,000			
Misc. Looping, Uprating	\$20,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
University Way (Gateway I)	\$100,000					
Vantage Highway (Gateway II)			\$150,000			
Pipe Boring under Roads, RR, and Creeks	\$40,000	\$40,000	\$50,000	\$50,000	\$50,000	\$50,000
Misc. System Improvements	\$90,000	\$95,000	\$100,000	\$120,000	\$120,000	\$140,000
Tap/Regulator Station Upgrades						
Seattle Gate Upgrade - Telemetry	\$50,000					
Kittitas Tap Station - Telemetry	\$50,000					
Kittitas Tap Station Upgrades	\$40,000		\$250,000			
Kittitas Tap Station Land Acquisition			\$100,000			
CWU/TCF Telemetry/Upgrades	\$40,000					
Cathodic Protection System Improvements						
Anode Bed Replacements		\$80,000	\$80,000			
Cathodic Protection (CP) System Study				\$70,000		
Cathodic Protection Close Interval Survey	\$20,000					
Tap Station CP Interference Testing/Analysis	\$15,000					
Meter/ERT Upgrades/Improvements						
Meter Proving/Refurbish	\$12,000	\$40,000		\$40,000		\$50,000
Meter/ERT Change-Outs	\$20,000	\$80,000		\$80,000		\$100,000
Developments						
Misc. System Developments	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
	\$679,400	\$545,000	\$940,000	\$540,000	\$430,000	\$520,000

Table 26. Parks and Recreation Capital Improvement Plan

Project Description	2022	2023	2024	2025	2026	2027
Rotary Pavilion Property Development	\$500,000.00					
North Alder Street Park Sprayground	\$250,000					
IRRP Playground			\$ 200,000.00			
New Senior/Recreation Center				\$15,000,000.00		
McElroy Park Improvements				\$30,000.00		
Kiwanis Park Skatepark Improvements				\$545,000.00		
Rotary Park and Trail Development	\$500,000					\$ 5,000,000.00
New Park Acquisition					\$200,000.00	
Mt. View Park Multi Purpose Court Improvements		\$40,000.00				
Mt. View Park Tennis Court Development (6)			\$410,000			
PTCSTP Reconnection		\$825,000.00	\$75,000.00	\$200,000.00	\$500,000.00	\$300,000.00
Yakima River Trail			\$750,000.00			
Rotary Park Fieldhouse	\$ 3,000,000.00					
ERRC Improvements				\$75,000.00		\$425,000.00
Irene Rinehart Park Improvements						\$1,827,000.00
Skatepark Improvements					\$150,000.00	
Kleinberg Park Improvements					\$17,000.00	
Mt. View Park Improvements						\$188,300
Paul Rogers Park Improvements		\$118,000.00				
Reed Park Improvements					\$167,000.00	
South Main Entry Park Improvements						\$20,000
Veterans Memorial Park Improvements					\$401,000.00	
West Ellensburg Park Improvements					\$432,600.00	
Whipple Park Improvements				\$21,000		
Off Leash Park Phase II		\$10,000.00				
TOTALS	\$ 4,250,000.00	\$993,000.00	\$1,435,000.00	\$15,871,000.00	\$1,867,600.00	\$7,760,300.00

Table 27. Sewer System Capital Facility Improvement Plan

Project	2022	2023	2024	2025	2026	2027	2028-2039
General Sewer Plan and I/I Investigation	\$ 250,000						
Maintenance Issues & Concrete & Clay Pipe Replacement	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,300,000
Concrete & Clay Pipe Replacement							\$4,050,000
Cora Street Pump Station							\$486,000
Anderson Road Extension	\$2,600,000						

	\$ 2,950,000	\$ 100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$5,836,000
Grand Total	\$9,286,000						

Table 28. Stormwater Capital Improvement Plan

Project	2022	2023	2024	2025	2026	2027
Dolarway Bridge and Levee	\$2,000,000					
Effectiveness Monitoring	\$40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
University Avenue Gateway Project (Wenas to Whiskey Cr.)	\$3,227,000					
Annual Stormwater Project (Varies)	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
University Avenue Gateway II Project (Vista Rd. to E. CL)	\$400,000	\$ 5,000,000				

	\$5,742,000	\$5,115,000	\$ 115,000	\$ 115,000	\$ 115,000	\$ 115,000
Grand Total	\$11,317,000					

Table 29. Telecommunications Capital Improvement Plan

Project	2022	2023	2024	2025	2026	2027
Strategic Plan						
Plan Updates (every 3 years)			\$20,000			
System Improvements						
WWTP Fiber Optic Connection				55,000	\$55,000	
Bull Road	115,000			20,000		
Hardware Refreshment	100,000	25,000	25,000	25,000	100,000	25,000
Outdoor Plant Improvements	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000
Gateway 1	\$100,000					
Gateway 2	\$85,000					
Telecom Connections	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Telecom Infrastructure	\$55,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Line Extensions						
Commercial Customers	\$50,000	\$50,000	25,000	25,000	25,000	25,000
Wireless Improvements						
Community WiFi, Wireless Equipment for DR/Backup or Temporary Svc.		\$10,000	10,000	10,000		
Total	\$603,000	\$188,000	\$183,000	\$238,000	\$283,000	\$153,000
GRAND TOTAL	\$1,648,000					

Table 30. Transportation Capital Improvement Plan

6 Yr. Transportation Improvement Plan (2022-2027)											
CITY OF ELLENSBURG				PUBLIC HEARING DATE:		6/21/2021					
6-YEAR TRANSPORTATION IMPROVEMENT PLAN				ADOPTION DATE:		6/21/2021					
2022 TO 2027 (INCLUDES CURRENT WORK REMAINING IN 2021)				RESOLUTION NO.		TBD					
REVENUE BY YEAR (thousands)											
	SOURCE	2021*	2022	2023	2024	2025	2026	2027			TOTALS
	ARTERIAL STREET	559	95	300	100	105	105	410			1,674
	REGIONAL STBG	555	0	0	0	490	0	540			1,585
	SALES TAX RESERVE	64	947	998	100	700	300	945			4,054
	FEDERAL SAFE ROUTES TO SCHOOL & PEDESTRIAN/BICYCLE GRANTS	0	0	195	570	625	500	0			1,890
	WSDOT SAFETY PROGRAM	1,145	0	0	0	1,534	0	0			2,679
	TRANSPORTATION IMPROVEMENT BOARD (TIB) - Grant Programs	620	925	350	1,884	750	2,956	1,111			8,596
	DISTRESSED COUNTY SALES/USE TAX	65	160	0	100	0	0	375			700
	1/4 CENT REAL ESTATE EXCISE TAX	65	333	15	180	15	285	15			908
	MAP-21 TRANSPORTATION ALTERNATIVES PROGRAMS	35	368	0	0	0	1,050	0			1,453
	DOE FISCAL YEAR WATER QUALITY GRANT	191	2,720	4,232	0	0	0	0			7,143
	COUNTY LODGING TAX GRANT	0	67	0	0	0	0	0			67
	LOCAL LODGING TAX FUNDS	0	66	0	0	0	0	0			66
	STREET	0	0	0	104	0	0	0			104
	TRANSIT	26	0	0	0	0	0	20			46
	OTHER AGENCY	1,000	10	0	0	0	0	80			1,090
	LOCAL IMPROVEMENT DISTRICT (LID) / DEFERRALS	0	0	0	0	200	765	600			1,565
	TRAFFIC IMPACT FEES	15	785	0	1,370	700	866	826			4,562
	NOT FUNDED	0	0	0	0	0	0	0			0
	TOTAL REVENUE	4,340	6,476	6,090	4,408	5,119	6,827	4,922			38,182
Funding (S/P)	EXPENDITURES BY YEAR (thousands)										
	PROJECT	2021*	2022	2023	2024	2025	2026	2027	Future		TOTALS
1	S/P Bridge Inspections	5	5	5	5	5	5	5	0		35
2	S/P Engineering Transfer	15	15	15	15	15	15	15	0		105
3	S/P Signal Optimization	25	25	25	25	25	25	25	0		175
4	S/P Alley Reconstruction (Annual)	65	65	70	70	75	75	80	0		500
5	S Cora Street Curb/Sidewalk - 15th Avenue to Palouse to Cascades (PTC) Trail	375	0	0	0	0	0	0	0		375
6	S Helena Ave Complete Streets Sidewalk Improvements - Water St. to Walnut St.	540	0	0	0	0	0	0	0		540
7	S Helena Ave Overlay - Water St. to Airport Road	495	0	0	0	0	0	0	0		495
8	S Main St. Corridor Intersection Enhancements	1,145	0	0	0	0	0	0	0		1,145
9	S Canyon/90 EB Ramps-Intersection Improvements - Illumination/Rechannel/Sidewalks	500	0	0	0	0	0	0	0		500
10	S University Way and Reecer Creek Road Signalization	665	0	0	0	0	0	0	0		665
11	S 5th Ave. and Railroad Ave. Traffic Signal Installation	65	395	0	0	0	0	0	0		460
12	S University Way Gateway - Nanum Street to Red Horse Diner	10	3,017	0	0	0	0	0	0		3,027
13	S Alder St and 14th Ave Signalization - PTC Reconnect Trail from 14th to KVEC	185	1,425	0	0	0	0	0	0		1,610
14	S Penning Road Shared Use Pathway	50	526	0	0	0	0	0	0		576
15	S/P Capitol Ave Sidewalk Replacement - Main St. to Sampson St.	0	60	0	80	0	85	0	0		225
16	P Large Scale Wayfinding Implementation Project	0	133	0	0	0	0	0	0		133
17	S Sixth Ave Paverstone Walk & Angle Parking (N. of City Hall)	0	125	0	0	0	0	0	0		125
18	S Downtown Slurry Seal	0	450	0	0	0	0	0	0		450
19	S/P Alder St Sidewalk - One Side - Capitol Ave to 4th Ave	0	35	0	35	0	35	0	0		105
20	P Water St. Overlay - University Way to Manitoba, Manitoba from Water to Main	0	0	1,180	0	0	0	0	0		1,180
21	P 1st Ave Sidewalk Improvements - Ruby St. to Sampson St. - North Side	0	0	195	0	0	0	0	0		195
22	S/P University Way Gateway II - Vista Rd to east City Limits	200	200	4,600	0	0	0	0	0		5,000
23	P Palouse to Cascades Reconnect Trail - Sanders to Airport	0	0	0	670	0	0	0	0		670
24	P 15th Ave Sidewalk Improvements - Cora St to Water St - North Side	0	0	0	154	0	0	0	0		154
25	P Wildcat Way and 18th Intersection Enhancements	0	0	0	630	0	0	0	0		630
26	P University Way and Water Street Intersection Enhancements and Widening	0	0	0	2,724	0	0	0	0		2,724
27	P Canyon Rd./Main St. Overlay - Umptanum to Mtn View, 3rd Ave to University Way	0	0	0	0	740	0	0	0		740
28	P Mountain View Ave and Ruby St Intersection Enhancements and Widening	0	0	0	0	2,434	0	0	0		2,434
29	P Walnut St and 18th Bike Lane - Dean Nicholson to Alder St	0	0	0	0	125	0	0	0		125
30	P University Way Sidewalks - Brick Rd. to Vista Rd.	0	0	0	0	1,700	0	0	0		1,700
31	P Penning Rd Sidewalks - Vantage Hwy to 14th Ave	0	0	0	0	0	2,700	0	0		2,700
32	P Industrial Way Improvements - LID	0	0	0	0	0	1,065	0	0		1,065
33	P Canyon Rd and Umptanum Rd Intersection Enhancements and Widening	0	0	0	0	0	2,822	0	0		2,822
34	P Vantage Highway Overlay - 100' E of Brick Rd to E. City Limits	0	0	0	0	0	0	950	0		950
35	P Multimodal Facility Study	0	0	0	0	0	0	100	0		100
36	P 3rd Ave. Paverstone Sidewalks and Historic Lighting - Water St. to Depot	0	0	0	0	0	0	674	0		674
37	P Capitol Ave. Improvements - Willow St. to Oak St.	0	0	0	0	0	0	1,271	0		1,271
38	P Airport Rd Sidewalk Improvements - Dean Nicholson to N. City Limits	0	0	0	0	0	0	975	0		975
39	P 3rd Ave and Ruby St Intersection Enhancements	0	0	0	0	0	0	741	0		741
40	P 14th Ave and Wildcat Way Bike Lane - B St to University Way	0	0	0	0	0	0	86	0		86
41	P Anderson/Umptanum/Railroad Ave. Road Widening/Overlay (Joint w/ County)								10,000		10,000
42	P Chestnut St and Walnut St Bike and Ped Improvements								263		263
43	P Brick Road Sidewalk Extension								600		600
44	P Trail Connection - 5th Ave to University Way (near CWU)								47		47
45	P 5th and Ruby Intersection Enhancements and Widening								741		741
46	P Helena Ave and Walnut St Intersection Enhancements and Widening								740		740
47	P Helena Ave and Water St Intersection Enhancements and Widening								936		936
48	P Manitoba Ave and Ruby St Intersection Enhancements and Realignment								1,332		1,332
49	P University Way and Alder St Intersection Enhancements and Widening								1,558		1,558
50	P University Way and Main St Intersection Enhancements and Widening								3,338		3,338
51	P Water St and Bender Rd Intersection Enhancements								966		966
52	P Airport Rd and Bender Rd Intersection Enhancements								1,008		1,008
53	P Capitol Ave and Chestnut St Intersection Enhancements								672		672
54	P Sanders Rd and Alder St Intersection Enhancements								665		665
55	P Capitol Ave and Willow St Intersection Enhancements								524		524
56	P Mountain View Ave and Bull Rd Intersection Enhancements								681		681
57	P Anderson Rd and Umptanum Rd Intersection Enhancements								1,252		1,252
58	P 15th Ave and Cora St Intersection Enhancements								432		432
59	P 18th Ave and Alder St Intersection Enhancements								720		720
	TOTAL EXPENDITURE	4,340	6,476	6,090	4,408	5,119	6,827	4,922	26,475		64,657
	ARTERIAL STREET FUND BEGINNING BALANCE (01/01/2021))	1,347	903	923	738	753	763	773			
	EST. GAS TAX REVENUE & SCHEDULED SALES TAX TRANSFER	115	115	115	115	115	115	115			
	ARTERIAL STREET FUND ENDING BALANCE	903	923	738	753	763	773	478			

*Current year projects shown for accounting purposes.

**TIP plans calls for road widening/imp. projects to be funded from Sales Tax Reserve, to replace the Federal STP funding which is now shown for potential asphalt overlay funding.

(Average annual need to overlay the arterial street system on a 15 year cycle is in excess of \$800,000 per year.)

Table 31. Wastewater Treatment Capital Improvement Plan

Project	2022	2023	2024	2025	2026	2027	2028-2039
Digester and GBT Building Electrical Upgrades	\$500,000	\$348,000					
Recirculation Pump Station		\$275,000					
Boiler Building		\$40,000					
Aeration	\$400,000		\$13,000,000				
Rebuild Clarifiers	\$325,000						
Digester/GBT Electrical Upgrades	\$500,000						
Methane Recapture Analysis/Contract	\$40,000		\$1,000,000				
	\$1,765,000	\$663,000	\$14,000,000	\$ -	\$ -	\$ -	\$ -

Grand total \$16,428,000

Table 32. Water System Capital Improvement Plan

Project	2022	2023	2024	2025	2026	2027	2028-2039
Illinois Well Outfitting / Well House / Main Ext.	\$3,200,000						
Water System Plan							\$300,000
Craig's Hill Pressure Zone		\$300,000					
Inspect Reservoirs	\$20,000						
Recoat Reservoir				\$825,000			\$825,000
Pfenning Loop			\$274,000				
Cora Street Loop Pressure			\$431,000				
Helena Main Extension	\$325,000						
Memorial Park Main Relocation	\$50,000						
Walnut Street Main Replacement		\$286,000					
Seattle Ave. Main Extension		\$323,000					
24-inch Main Inspection	\$25,000						
24-inch Valve Rehabilitate	\$33,000	\$33,000	\$33,000	\$33,000			
Pressure Reducing Valve							\$81,000
New Well					\$3,500,000		
Oversizing Fund	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$520
Pipe Replacement Fund	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,300,000
Water Use Audits of City Parks	\$10,000						
Water Bills Showing Consumption History	\$ 10,000						
Meter Testing	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$455,000
Pump and Motor Inspection/Repair	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$416,000
	\$3,903,000	\$1,172,000	\$968,000	\$1,088,000	\$3,730,000	\$230,000	\$3,377,520
Grand Total	\$14,468,520						



CHAPTER 9

DIVERSITY, EQUITY & INCLUSION

WHAT YOU WILL FIND IN THIS CHAPTER

- Background information and context related to local history, current events, and plans for the future, addressing Diversity, Equity, and Inclusion within the City of Ellensburg.
- Policies that seek to make City resources more accessible to all.
- Policies that direct the City's efforts towards encouraging welcoming and inclusive environments within the Community.
- Policies intended to support a culturally inclusive community, where all people experience a sense of belonging.

OVERVIEW

This chapter contains goals, policies, and programs that define how the City of Ellensburg can play a role in fostering an environment of understanding, equity, and belonging within the community. The following is the City of Ellensburg's initial action plan aimed at systematically addressing Diversity, Equity, and Inclusion in a way that can effect sustainable change to benefit all residents.

This document is a starting point for the City. There are likely many issues not yet articulated that can be addressed later as they are identified. This chapter is a living document; it is intended to be revisited and revised periodically. This is an initial framework, within which the City will continue to listen to residents, encourage collaboration and communication, and elevate marginalized voices.

BACKGROUND & CONTEXT

The City of Ellensburg is committed to creating a community with a lived and built environment that improves lives, supports all people, and provides residents with opportunities to flourish. It is important for the Ellensburg community to be inclusive, to celebrate diversity, and to provide equitable opportunities to all. Doing so can help create a thriving local economy, and an environment in which individuals achieve their full potential.

Similar to many cities around the country, the national conversations that occurred in 2020 around race, social justice, and equity, sparked a discussion within our local community. These conversations highlighted the need to build a greater awareness of the impacts and challenges that marginalized communities are faced with on a daily basis. The goal of this chapter is to address ways in which the City can alleviate some of these systemic barriers, and foster a sense of belonging amongst all residents, by consistently listening to the ideas, experiences, and concerns of all who live here.

Through the lens of DEI

What does this all mean? Supporting diversity, equity, and inclusion related educational opportunities, social gathering opportunities, and supporting access to community resources, can create a sense of belonging within the community for all residents.

Diversity

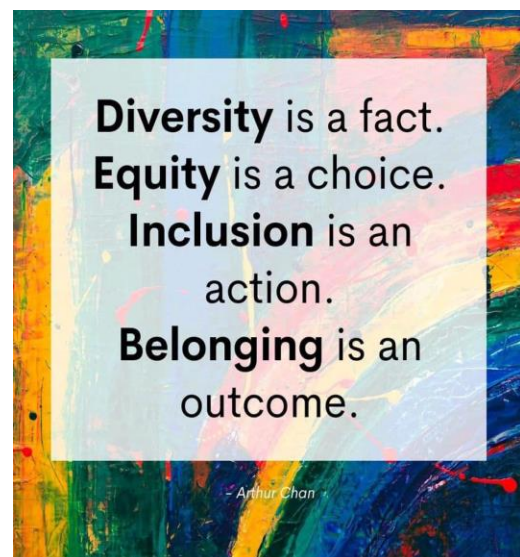
Diversity is the presence of differences that may include, but are not limited to, race, gender, religion, sexual orientation, ethnicity, nationality, immigration status, socioeconomic status, language, (dis)ability, age, religious commitment, or political perspective. It is important for the City of Ellensburg to acknowledge and embrace the range of human differences present within our community. Doing so will help to build a strong foundation of understanding and a heightened awareness of the unintended impact of local policies. Embracing diversity means sharing space with others, sharing traditions, foods, and stories. The City can help support a strengthened sense of community and connection through outreach, regular events, and creating spaces accessible to all.

Equity

Equity alleviates barriers to ensure everyone has access to the same opportunities. Equity recognizes that advantages and barriers exist, and that as a result, we don't all start from the same place. Creating and supporting goals and policies that meet the community members where they are, will help to remove systemic barriers that make accessing basic community services challenging. Increasing accessibility to important resources and opportunities that best meet residents varying needs helps all residents succeed.

Inclusion

Inclusion is when all residents experience a sense of belonging and know they are both welcome in our



community and encouraged to participate. Working on goals and policies that actively recruit participation and involvement from all residents within the community, fosters a sense of belonging and elevates traditionally marginalized voices. These methods can include listening tours, surveys, discussion groups, and use of a variety of media and print publications designed to be accessible to all residents.

Fostering a sense of belonging

In order to support all residents, the City will promote inclusion, listening, and diverse approaches to engagement through this lens of Diversity, Equity, and Inclusion. Engaging and including marginalized groups replaces barriers with bridges and builds trust that strengthens the overall fabric of our community.



Recognizing the Past - Looking to the Future

An important step in building a forward-thinking vision within the community is to first learn about our local history, listen to residents' perceptions now, and consider how new goals and policies will positively affect the City of Ellensburg's plans for the future. The City cannot adequately support our community and elevate marginalized voices without first building a base of contextual knowledge, understanding, and trust.

Past

Historically, Ellensburg has been, and still is, a diverse community, with many stories and experiences that have yet to be discovered or shared. Acknowledging and learning local history within the community, the positive and the negative, can help increase awareness and empathy toward others and strengthen our community as a whole. Understanding local history can help create a more inclusive environment for all, where residents feel welcome and equally represented.

Kittitas Valley has always been, and continues to be, sacred to Native people. Traditionally, the Pshwanapum lived in the Kittitas Valley as a sub-band of the larger political and extended family networks of the Yakama tribes and bands. The Pshwanapum members were also referred to as the K'titas ("Kittitas") band, and they moved seasonally throughout the valley and nearby mountains to harvest roots, salmon, berries, game, and medicines. Several other tribal nations including Kiala, Tatxanixsha, Yumi'sh, and Che-lo-han, would hunt and trade in this area as well. Many descendants of these tribes continue to live throughout the 1855 Treaty Territory of the Yakamas, practicing, honoring, and teaching the heritage and ancestry of the area. (Information sourced from Daily Record News article from Aronica Family October 12, 2020, and Kittitas Valley Historical Museum)

Histories and experiences of marginalized communities and people of color within Ellensburg continue to be uncovered from written and oral records, and there is still much more to be discovered. Historically, members including, but not limited to, Black, Chinese, Jewish, Hispanic, and Japanese communities have moved to Ellensburg as early as the mid-19th Century, for various reasons, such as migrant labor, work on the railroad, and work in local businesses. Sources such as Sanborn Fire Insurance Maps have shown that Ellensburg used to have a “China Town”, and “Chinese Laundries” appear to have existed throughout town (Sanborn Map 1888). An African Methodist Episcopal Church was established in 1908 at 404 South Main Street, and many black individuals played on local baseball teams as well. There is also evidence at times of divisive behavior and negative language towards people of color, as found in newspaper advertisements regarding restaurants and hotels that employed Chinese individuals.

Present

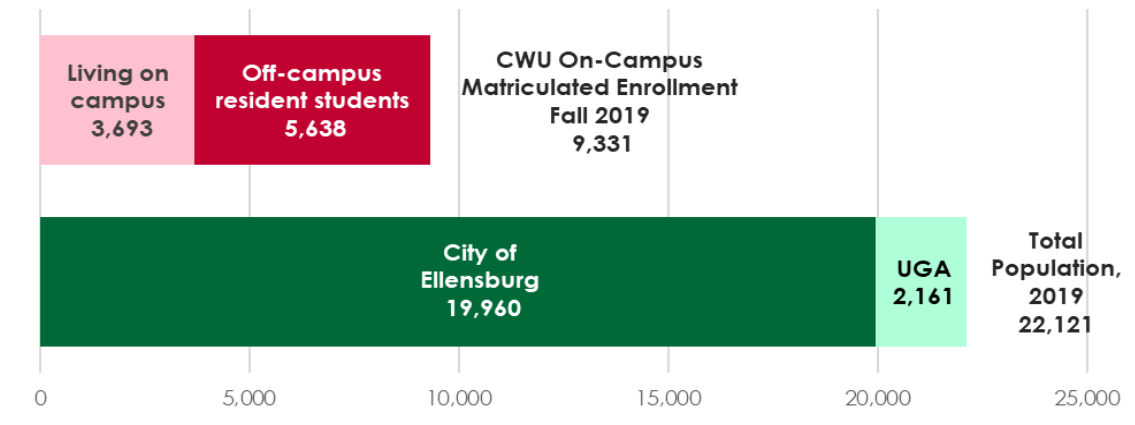
Currently, people of color, members of the LGBTQ¹, and disability communities, among many others, still report that they feel invisible, experience slurs and discriminatory comments, nonverbal glares, and behaviors that feel unwelcoming in Ellensburg. While members of some of marginalized communities have reported frequent, targeted incidents, they also believe that Ellensburg can be more inclusive, and that the welcoming nature of our community can rise to a deeper level of acceptance and affirmation, utilizing the talents, skills, and experiences of all who live here.

Ellensburg can be a welcoming community that comes together in times of need, where strangers reach out and neighbors help each other. However, fully supporting and accepting people of color, ethnic and religious minorities, and members of the LGBTQ, disability communities, over 65 communities, and others, can be improved. Similar to what many towns and cities around the country are currently experiencing and working on, the City of Ellensburg recognizes it needs to be more responsive and prepared when handling issues related to diversity, equity, and inclusion. This chapter lays the groundwork for this to happen, as the City continues towards a future of growth and expansion.

Future

Our dynamic community landscape has continued to develop, particularly in the last ten years, growing in size and in the diversity of residents. Statistics from the City of Ellensburg’s 2021 Housing Action Plan, show that in 2020, the estimated population of the City, with its urban growth area, (UGA) was 22,879 people, demonstrating a growth rate of roughly 1.9% annually since 2015. Of the 22,879 people, roughly 9,331 constitute CWU enrollment, 3,693 of which were on-campus living, and 5,638 representing off campus resident students, as depicted in Figure XX.

¹ Lesbian, gay, bisexual, transgender, and queer and/or questioning

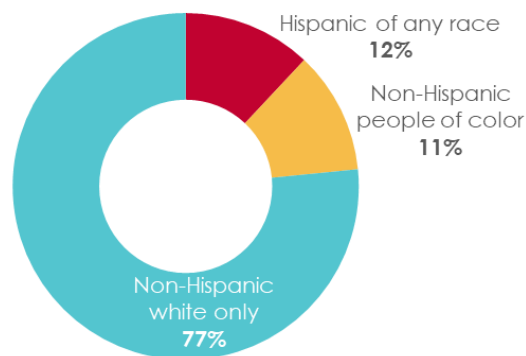
Figure XX: CWU Student Population and Total Population, 2018.

Students living on campus represents the housing occupancy for Fall 2019. Programmed capacity is 3,918 and the full built capacity is 4,249.

Sources: Central Washington University – Ellensburg Campus, Fall 2019; Washington OFM, 2021; BERK, 2021.

As the City continues to support the needs of the diverse communities that live here, it is important to recognize that the statistics reflected in this chapter from the 2021 Housing Action Plan, do not reflect all of the diverse demographics of our community. Keeping that in mind, it is still valuable to look at current information that is available, as we work towards obtaining more detailed statistics in the future. By 2040 it is anticipated that 20% of the County population will be in the age bracket over age 65, and 19% in the age bracket of 45 to 64. At the same time, proportional decreases are expected for school-aged youth (5 to 19).

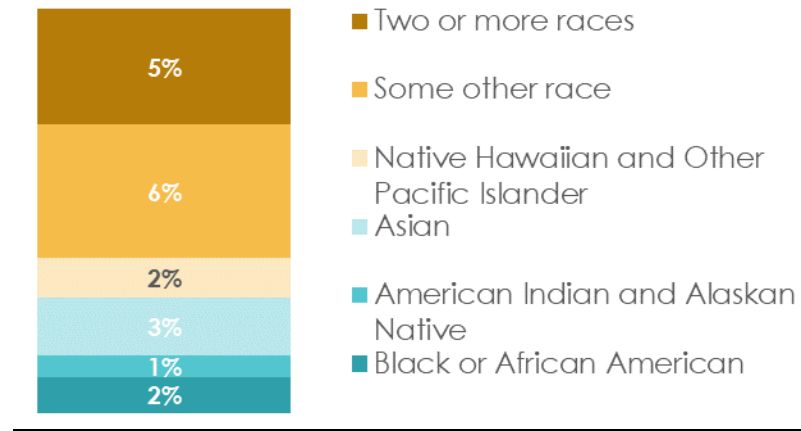
The Census also captures racial identity and Hispanic ethnic identity for respondents. As shown in Figure XX below, the Ellensburg community in 2018 was majority White and non-Hispanic (77%) but is growing more ethnically and racially diverse. From 2010 to 2018, Ellensburg's Hispanic population increased from 7% to 12% overall, and non-Hispanic people of color increased from 8% to 11%.

Figure XX: Ellensburg Population by Race and Ethnicity, 2018.

Sources: ACS 5-year B02001 estimates, 2018; BERK, 2021.

Figure XX below provides a further breakdown of the Non-White Alone demographics.

Figure XX: Ellensburg Population by Racial Identity for Non-White Alone Residents, 2018.



Sources: ACS 5-year B02001 estimates, 2018; BERK, 2021.

The University's emphasis on attracting students from minority and underserved communities, as well as diverse faculty and staff, continues to impact the demographics of Ellensburg. The changing nature of the labor force has also created greater diversity in the community. People from many countries have settled in Ellensburg over the years, and there is no reason to think that these influential factors are going to be less impactful in the future.

As Ellensburg continues to grow, there is the potential for marginalized groups to feel excluded unless the community has a plan for improving cultural relationships. The City of Ellensburg has developed this chapter in a sincere effort to create an equitable, just, and safe community - one where all residents know they belong and are welcome.

GOALS, POLICIES, & PROGRAMS

These DEI goals, policies, and programs contain steps that the City of Ellensburg will take to create an inclusive, welcoming, equitable, and safe community.

Goal DEI-1: Increase accessibility to City Services, Projects, Programs, and Events.

Policy A **Support policies and programs that increase accessibility to City services for all, utilizing the lens of diversity, equity, and inclusion.**

Program 1 Provide increased access to government documents in multiple languages and easily accessible assistance for those who may need additional support.

Program 2 Identify areas of City government where greater physical accessibility and accommodations are needed to increase access to all members of the public.

Policy B **Promote and encourage community engagement and outreach to all.**

Program 1 Actively encourage participation from the public for community projects, events, and recreational activities, through a wide variety of media and information distribution methods.

Program 2 Provide City staff and elected officials with tools and regular training to understand and lead actions that are inclusive and equitable.

Program 3 Establish an ongoing review process of the costs for City-sponsored recreation and leisure activities to ensure that all members of the public have access to these services.

Program 4 Support civic education programs that actively engage diverse groups of the community, and encourage diverse representation among local leadership, organizations, and agencies.

Goal DEI-2: Foster Racial Understanding, Equity, and Belonging within the Community.

Policy A **Encourage cultural sharing.**

Program 1 Regularly support events and celebrations that highlight the variety of cultural traditions within the community.

Program 2 Encourage the creation of spaces where cultural foods and traditions can be shared among members of the community, as well as the creation of public spaces that are accommodating and accessible to all.

Program 3 Encourage increased communication and collaboration between the City government, Central Washington University, businesses, and education and social service sectors, through shared events, projects, and outreach, to help residents feel more comfortable visiting campus, and non-resident students feel more comfortable within the community.

Policy B **Encourage local leadership to address systemic issues that create barriers for participation.**

Program 1 Encourage City leadership to demonstrate support of marginalized groups through a variety of proclamations, and publicly speak to local actions that affect the diverse members of the community.

Program 2 Support the development of a framework to identify and address systemic inequalities within our local institutions.

Program 3 Collaborate with local organizations to help local businesses support diverse members of the community.

Goal DEI-3: Increase accessibility to local services and community resources for all residents.

Policy A **Ensure that high quality service programs are available, accessible, and utilized by all, to support resident's basic needs.**

Program 1 Partner with local health and social services to identify strategies for making their services accessible by all means of transportation.

Program 2 Advocate for low income, residential care facilities, and other housing for aging persons to be located close to services and amenities.

Program 3 Encourage and support programs that seek to provide residents with access to diverse health care providers who can respond to varying cultural and medical needs.

Policy B **Encourage healthy activity and lifestyle by making recreational resources and opportunities accessible and welcoming to all residents.**

Program 1 Provide opportunities for healthy activity in safe and accessible public spaces for all residents.

Program 2 Encourage communication between local businesses, organizations, and schools, to coordinate food pantries and local food distribution.

ACTION ITEMS

- 1) Work with DEI Commission to begin regular review of current City policies and procedures using the lens of Diversity, Equity, and Inclusion.
- 2) Begin work towards regular Diversity, Equity, and Inclusion training for City staff and elected officials.
- 3) Increase use of community engagement and social media tools to help with local outreach.
- 4) Review fees and costs for city sponsored recreational and leisure activities.
- 5) Develop a framework of accountability.
- 6) Develop a work plan for the Diversity, Equity, and Inclusion Commission.

POLICY CONNECTIONS

The **Housing** chapter includes policies and land use designations that support the development of many types of housing to ensure that people who live and work in Ellensburg have adequate housing choices.

The **Transportation** chapter includes policies related to providing a variety of transportation networks that is available for all community members.

The **Capital Facilities and Utilities** chapter includes policies that focus on providing public facilities and utilities that are accessible and affordable to all community members, including access to the library, reasonably priced utilities, and access to data and technology. This chapter also provides goals centered around providing excellent public safety services.

The **Parks and Recreation** chapter includes policies that focus on providing citywide programs and services that meet all community and group needs, in addition to preserving historical areas and features, while also developing high quality, diversified cultural arts facilities and programs that increase community awareness, attendance, and participation opportunities.

The **Economic Development** chapter includes policies related to growing and sustaining local businesses, while creating opportunities for new businesses that can provide goods and services that meet the needs of the local and regional community.



CHAPTER 2 HOUSING

WHAT YOU WILL FIND IN THIS CHAPTER

- Information about the need for housing in the community.
- Policies that seek to protect the quality of Ellensburg's housing inventory.
- Policies that provide a framework for increasing housing supply and diversity while protecting existing neighborhoods.
- Policies that direct the City's efforts to maintain and increase affordable housing.
- Policies that address the needs of members of the community who require housing accommodation or assistance due to disability, health, age, or other circumstance.

OVERVIEW

The following information creates the overall picture of housing availability and affordability in Ellensburg. Over the past ten years the community has seen a great deal of population growth, and with it escalating prices in both rental costs and home sale prices. Demand for housing has also increased, particularly among those with low to moderate incomes.

This chapter contains information on housing supply, condition, occupancy, and affordability. The City of Ellensburg conducted an Ellensburg Housing Needs Assessment in 2016, and the results from that study supplement the information in this chapter.

The goals, policies, and programs found at the end of this chapter identify the steps the City of Ellensburg can take in response to housing issues found within the community. These steps are intended to ensure the vitality of existing neighborhoods and homes, estimate current and future housing needs, and provide direction to implement programs that satisfy those needs.

BACKGROUND & CONTEXT

The Kittitas County Conference of Governments (COG) established growth projections for each jurisdiction in the county. This includes Ellensburg, Cle Elum, South Cle Elum, Roslyn, and Kittitas, as well as the unincorporated areas of the County. Each projection is the amount of growth expected to be accommodated during the time period from 2017-2037. Ellensburg's growth projection for this period is 11,757 additional people, or about 4,755 additional households over the next 20 years.

In order to plan for these new households, the City must identify that there is sufficient land and zoning capacity to accommodate this growth. The City must also identify strategies to show that there will be available housing and services for this projected increase in population. New housing could include traditional single-family homes, cottage housing, accessory dwelling units, duplexes, triplexes, townhomes, or apartment buildings. Planning for expected growth requires an understanding of household characteristics, demographic trends, current housing inventory, and housing market conditions.

Household Characteristics

As of 2016, 21,340 people live in the City of Ellensburg and its surrounding Urban Growth Area (UGA). This equates to 7,823 total households in the City of Ellensburg and 660 additional households in the UGA. According to data from the Washington State Office of Financial Management (OFM), 11% of the population reside in group quarters, such as college residence halls, jails, or nursing facilities, while the remainder reside in households.

Figure 1 breaks down the households inside the city by type. Family households make up about 41% of the total households in Ellensburg, with the majority (30%) being small families with no elderly members. Nearly a quarter of households are non-elderly residents living alone, and another 24% are other non-family households. It is likely that many of the households in these two categories are Central Washington University (CWU) students living alone or sharing apartments or single family

HOUSEHOLD TYPES

Family – 2 or more people living together, related by birth, death, marriage, or adoption

Small Family – families with 2-4 members (excluding elderly families)

Large Family – families with 5 or more members

Elderly Family – 2 people, either or both 62 years or over

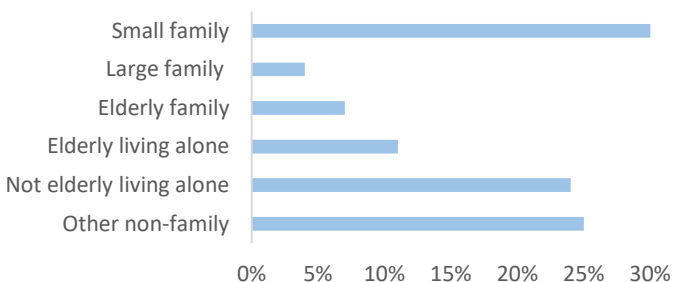
Elderly Living Alone – 62 years or over, living alone

Not Elderly Living Alone – 62 years or under, living alone

Other Non-Family – 2 or more non-elderly and unrelated people living together

homes off campus. Over two-thirds of households in Ellensburg have only one or two members, and just 15% of households have four members or more.

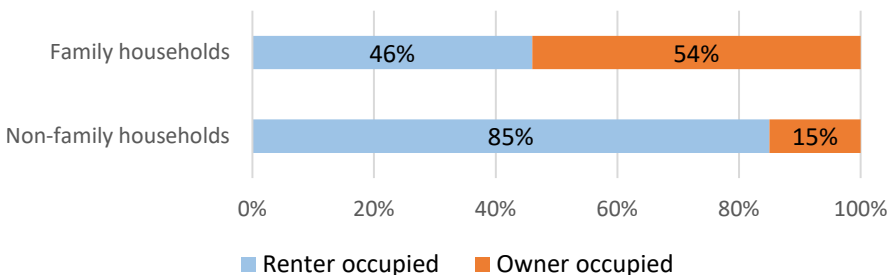
Figure 1. Households by Household Type



Source: U.S. Census, American Community Survey 5-Year Estimates, 2010-2014; BERK, 2017

About 70% of households in Ellensburg are renter-occupied. As shown in *Figure 2*, non-family households are much more likely to be renters than family households are. This is expected given that many non-family households in Ellensburg consist of students living off campus.

Figure 2. Household Tenure by Household Type



Source: U.S. Census, American Community Survey 5-Year Estimates, 2010-2014; BERK, 2017

Demographic trends

Central Washington University is a major presence in Ellensburg. There are over 9,600 full time students attending university on-campus. Approximately one third of the population of Ellensburg consists of students living off campus. The University is projecting that within the next 5 to 10 years enrollment will be capped at about 12,000 full time students attending university on-campus. The presence of CWU within the city limits significantly affects, and will continue to affect, housing types and distribution.

There are over 1,000 households in Ellensburg with a senior householder, about 43% of which are renters (*Table 1*). According to the 2012 OFM projections, approximately 14% of Kittitas County's population is 65 years and older. This population share is projected to rise to 20% by 2030 as today's baby boomers enter their 70s and 80s. As the urban center of the county, Ellensburg could expect similar increases in the population of people 65 years and older.

Table 1. Households with a Senior Householder

	Households
Total households with a senior householder	1,023
Renter-occupied	438
Owner-occupied	585

Source: U.S. Census, American Community Survey 5-Year Estimates, 2010-2014; BERK, 2017

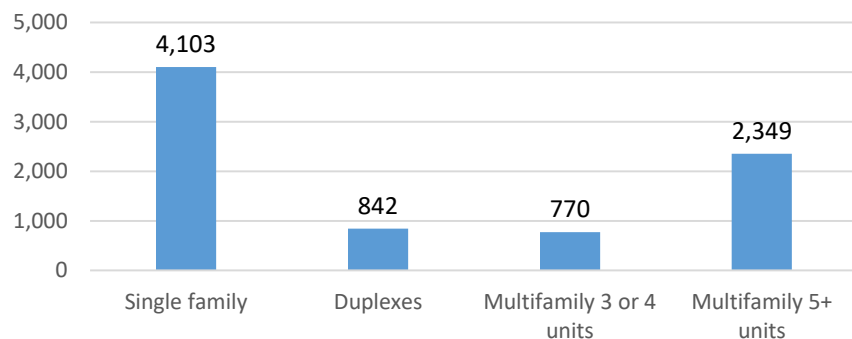
Homelessness and unhoused population

Data on homeless and unhoused population in Ellensburg is limited and sometimes inconsistent because different institutions define and count homeless populations differently. One method of tracking homelessness is through census data. At the time of the 2010 census, there were 30 homeless individuals, including 11 in emergency and transitional shelters, and 19 who were most likely unsheltered or living in vehicles. Another method of tracking is through the annual point in time (PIT) county of the homeless population, conducted every January. The 2017 PIT count identified a total of 37 homeless people, 29 sheltered (including both emergency and transitional) and 8 unsheltered. Ten of the sheltered households included minors.

Existing Housing Stock

As of 2016, there were 8,363 housing units in the City of Ellensburg. *Figure 3* breaks down all units in the City by unit type. Single family homes make up 49% of the housing stock, 47% are in multifamily structures, and less than 4% are mobile homes. Among the multifamily units, the majority are in larger buildings with five or more units.

Figure 3. Housing Units by Housing Stock



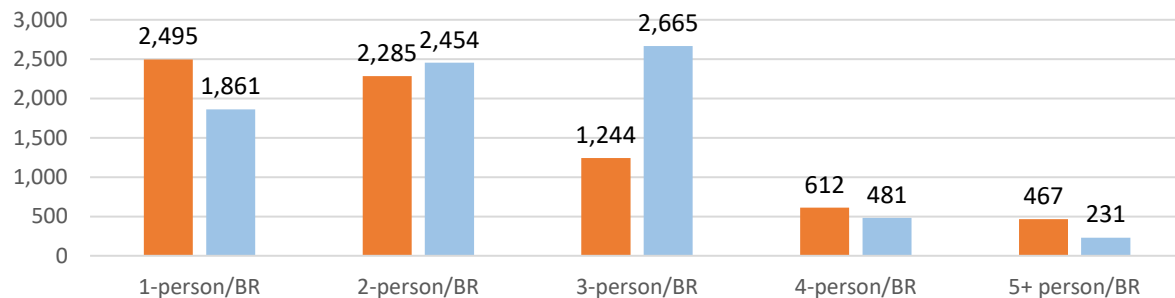
Source: OFM, 2016; BERK, 2017

Figure 4 breaks down the housing stock by the number of bedrooms and compares it to the size of households in Ellensburg. There are nearly 2,500 households with only one member, yet there are less than 1,900 studio and one-bedroom housing units combined, and much of the current supply of smaller unit apartment homes are marketed exclusively to students. While not all one person households are looking for a studio or one bedroom unit, it is likely that there are people living in larger shared houses that would prefer to live in a studio or one bedroom unit if they are available. Sharing of larger houses indicates the demand for studio and one bedroom units potentially exceeds what is indicated by looking at census data about

household sizes. Smaller units may also be suitable for residents without families or small families seeking an affordable housing option.

Housing units with three or more bedrooms make up 44% of the existing housing stock while only 33% of households have three or more members. Assuming that people seeking small apartment units are instead sharing larger units due to lack of appropriate supply in the apartment market, there is potential that the number of households with three or more members is higher than actual demand.

Figure 4. Alignment between Household Sizes and Size of Units in Housing Stock



Source: U.S. Census, American Community Survey 5-Year Estimates, 2010-2014; BERK, 2017

Between 2010 and 2016 570 new housing units were built or placed in Ellensburg; 56% of the units produced were single family homes. Less than a quarter of the production during this period were multifamily residences. With nearly two thirds of the households in Ellensburg having one or two members, and 70% of households being renters, there may be greater demand for multifamily housing and smaller unit sizes than the market is currently providing.

A 2016 Washington Center for Real Estate Studies survey of apartment buildings in Kittitas County provides a snapshot of vacancy rates and rents, broken down by unit type. The most notable finding from this survey is the very low vacancy rates. For studio, one bedroom, and three bedroom apartments, apartment managers reported 0% vacancy, and overall the apartment vacancy rate was 0.8%. These low vacancy rates are far below the 5% vacancy rate which is considered to be a healthy balance between supply and demand.

HOUSING VACANCY RATE

Without housing vacancies, to change houses you would need to find someone who has the house you want and wants the house you have, and then trade.

Very low vacancy rates cause housing prices to increase as demand surpasses supply.

Very high vacancy rates may lead to decreases in civic activity, safety, and property values.

CWU student housing

Table 2 shows current operating capacity within student housing provided by CWU. Most of the capacity is in the residence halls. However not all of the current capacity is in use because many rooms originally designed as doubles have been renovated and converted to single person rooms.

Table 2. CWU Student Housing: Current Operating Capacity

Beds		Apartment units	
Residence halls	2,761	Studios	20
Apartments	892	1 bedroom	97
Total	3,653	2 bedroom	281
		3 bedroom	71
		Total	469

Source: CWU, 2016; BERK, 2017

Subsidized housing

Subsidized housing is publicly assisted housing for eligible low-income families, the elderly, and persons with disabilities when available (see definitions for more information). There are a total of 804 subsidized housing units in Ellensburg. The income eligibility requirements for these units vary by building, but range between 30% of Area Median Income to 95% of Area of Median Income. With the Area Median Income for Kittitas County calculated at \$65,600 in 2016, this means 30% of AMI is \$19,680.

In addition to the subsidized housing units that are available in Ellensburg, an additional 30 households receive housing choice vouchers (see definition) to subsidize rental units available on the private market.

Table 3. Subsidized Housing Units by Population Served and income Eligibility

Population Served	Unit County by Eligibility				Unit Count
	Below 30% AMI	Below 50% or 60% AMI	Below 80% AMI	Below 95% AMI	
Senior/Disabled	120	174	30	0	324
Families	95	0	44	0	139
Mixed (individuals and families)	168	122	0	51	341
Total	383	296	74	51	804

Source: National Housing Preservation Database, 2016; HUD Low Income Tax Credit Database, 2016; Multifamily Assistance and Section 8 Contracts Database, 2016; Kittitas County Housing Authority, 2016; HopeSource, 2016; AptFinder.org, 2016; BERK, 2017

None of the units have subsidies that are expected to expire within the next six years. However, 599 units are in buildings with subsidies that will expire within the next 20 years. Of these, 224 units have private owners that may not maintain the property permanently as affordable housing.

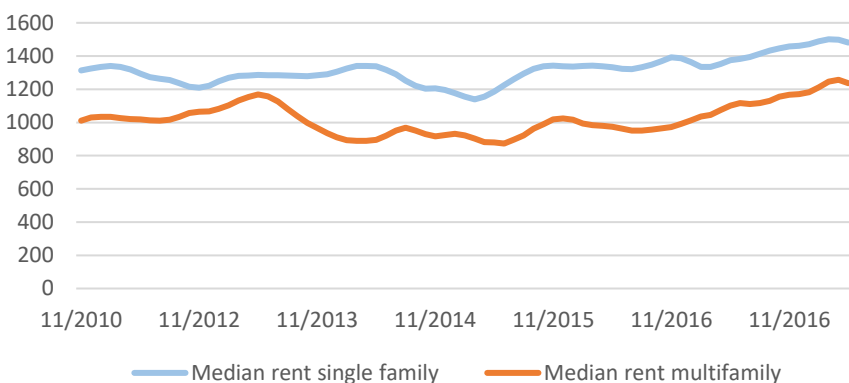
According to the Kittitas County Housing Authority, wait times for qualified applicants seeking units in their buildings is typically twelve to eighteen months. Wait times for three bedroom units have a shorter wait time (three to six months) and wait times for four bedroom units can be up to three years. The eligibility and demand for all unit types significantly exceed the number of units available. The vast majority of the subsidized housing stock in Ellensburg is available to renter households.

Kittitas County Habitat for Humanity runs an affordable home ownership program. This program provides homes to families earning 30% to 60% of Area Median Income based on need and ability to contribute sweat equity. Since 1994, 11 units have been built in the City of Ellensburg.

Housing market trends and housing affordability

Rental costs for apartments and single family homes have increased between November 2010 and September 2016. Between 2011 and 2016, single-family rents rose at an annual rate of 2.9% (18% for the 5-year period). During that same period multifamily rents rose by 1.8% annually (12% for the period). The rate of increase has been higher in recent years; between 2013 and 2016 single-family rents rose at an annual rate of 5.4% and multifamily rents rose by 5.9% annually.

Figure 5. Median Monthly Rent



Source: Zillow Rent Index 2017; BERK 2017

These increased rental prices, combined with wages that have not kept pace with inflation, and a shortage of housing units, have culminated in a shortage of affordable housing for many Ellensburg residents. The U.S. Department of Housing and Urban Development deems housing to be affordable if a household spends no more than 30% of their gross income on housing costs. Gross housing costs

AREA MEDIAN INCOME

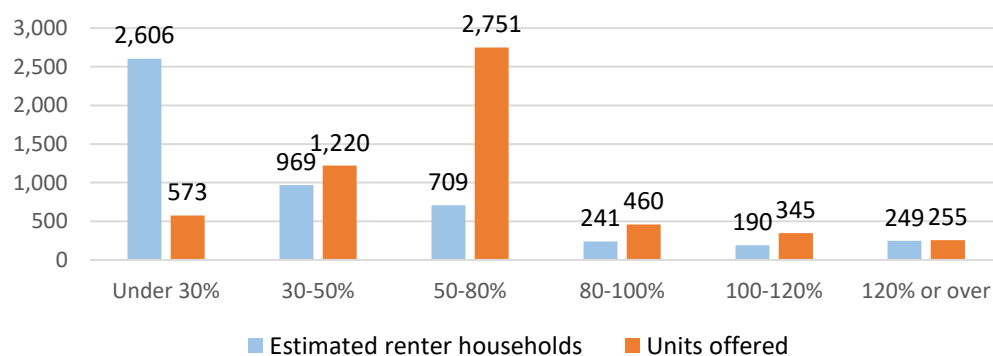
is determined by the U.S. Department of Housing and Urban Development (HUD) using American Community Survey five-year estimates of median household income for a family of four.

Kittitas County Area Median Income: \$65,600

A household is considered **COST BURDENED** if they spend more than 30% of their gross income on housing costs; more than 50% on housing cost is considered **SEVERE COST BURDEN**.

consist of rent or gross monthly owner costs plus basic utilities. During the 2010 to 2014 period, the United States Census estimates indicate there were 2,606 Ellensburg households earning below 30% area median income while only 573 units were offered at a rent affordable to these households. This means that there were 2,033 households that were unable to find rental units at prices that would be considered affordable. However, U.S. Census also estimates that there was a surplus of units affordable to all other income levels. The largest surplus was in units affordable to moderate income households (those earning 50%-80% of Area Median Income). *Figure 6* visually compares household income level to units offered at that affordability level to highlight the areas of greatest shortage and surplus.

Figure 6. Renter Households by Income Level Compared to Units Offered by Affordability Level



Source: Zillow Rent Index 2017; BERK 2017

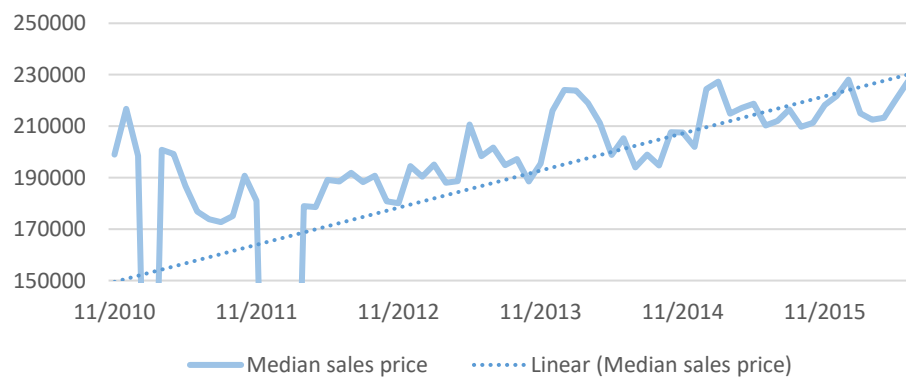
In order to better understand where the needs are in Ellensburg *Table 4* shows cost burdened households by household type. The household type 'Other' includes non-family households with no members 62 years and older. It is likely that a great number of these households include CWU students, and it is the best proxy for student households for which cost burden data is available. The largest number of cost burdened renter households are in this category. The other household types in *Table 4* are useful for understanding needs among households that are not likely occupied by university students. Among these household types, the greatest need is affordable housing for small families and elderly people living alone.

Table 4. Cost Burdened Renter Households by Household Type

Household type (renters only)	Household Income Level					Total
	Very Low (<30% AMI)	Low (30-50% AMI)	Moderate (50-80% AMI)	Lower Middle (80-100% AMI)	Above AMI	
Elderly Family	20	0	0	0	20	40
Elderly Non-Family	185	130	0	15	0	330
Large Family	0	10	0	0	0	10
Small Family	274	220	85	10	0	589
Other	1,625	545	245	35	30	2,480
Total cost burdened households	2,104	905	330	60	50	3,449
% of households	93%	87%	44%	25%	7%	70%

Source: U.S. Department of Housing and Urban Development, Consolidated Housing Affordability Strategy (based on U.S. Census American Community Survey 5-Year Estimates, 2009-2013); BERK 2017

Figure 7 shows changes in median home sale prices between November 2010 and June 2016. Between June 2011 and June 2016, the median home sales price rose by 5.2% annually. Assuming a household can afford a 20% down payment, a household requires at least \$47,480 in yearly income to afford a mortgage for a home at the 2016 median selling price of \$227,250. Real estate professionals reported there is significantly less housing stock on the market than ever before. Prior to 2016, the lower Kittitas County market (which includes Ellensburg) maintained listings of about 200 units at any given time. Throughout 2016, listings were consistently about half that number.

Figure 7. Median Home Sale Price

Source: Zillow, 2017; BERK 2017

Table 5 shows cost burden for all owner-occupied households by income level. About 25% of these households which are owner-occupied are cost burdened.

Table 5. Cost Burdened Owner-Occupied Household by Household Type

Household type	Household Income Level					Total
	Very Low (<30% AMI)	Low (30-50% AMI)	Moderate (50-80% AMI)	Lower Middle (80-100% AMI)	Above AMI	
Elderly Family	0	15	30	4	0	49
Elderly Non-Family	10	45	20	0	0	75
Large Family	0	0	20	0	15	35
Small Family	20	0	45	40	90	195
Other	40	0	39	40	29	148
Total cost burdened households	70	60	154	84	134	502
% of households	93%	32%	66%	63%	9%	25%

Source: U.S. Department of Housing and Urban Development, Consolidated Housing Affordability Strategy (based on U.S. Census American Community Survey 5-Year Estimates, 2009-2013); BERK 2017

Table 4 and Table 5 estimate there are about 1,323 non-student cost burdened households in Ellensburg. The majority of these households are small families (59%) and elderly people living alone (31%).

The culmination of this data indicates that there is not enough housing stock to meet the needs of the existing population in 2016. At the current rate of production, the housing stock will not meet the demand of the expected growth of 11,757 more people over the next twenty years. Furthermore, the pressures between supply and demand have exacerbated the affordable housing challenges for Ellensburg residents. With these factors in mind, the City is committed to turning the tide and supporting innovative methods to meet the needs of its residents. The City recognizes the need to encourage and promote a higher rate of housing production, and the need to successfully implement important housings goals which will aid all economic segments of the community.

The following sections will describe opportunities identified for providing new housing, as well as a description of what success would look like for Ellensburg. This is followed by goals, policies and programs intended to guide future policy decisions, as well as a section pertaining to Action Items that can be pursued in the more immediate future.

Housing Opportunities

This Housing Chapter supports innovative methods to achieve important housing goals while maintaining flexibility to fulfill different priorities in different neighborhoods. This section describes some of the innovative housing types in Ellensburg and the context in which they may work well.

- **Mixed use housing.** Ellensburg encourages creative and innovative uses on commercial and mixed use land to increase housing supply. Mixing housing and commercial uses can enhance the vitality of commercial areas by encouraging foot traffic to support neighborhood shops, and to provide eyes on the street. Over time, areas of downtown and areas near the south and west freeway interchanges could become distinct mixed use neighborhoods.
- **Downtown housing.** Second and third story residential and mixed used buildings will provide housing for people who want to live in an urban setting where there is a higher concentration of jobs and services and a variety of transportation options.
- **Accessory dwelling units.** New housing opportunities may also be provided in well-established neighborhoods. City policies currently allow for a single-family property to be designed to include an independent residence, or accessory dwelling unit, which is either attached or detached to the existing home. Accessory dwelling units are subject to specific guidelines to protect the character of the single family neighborhood. Accessory dwelling units may provide affordable housing opportunities, help those with limited income keep their homes, and extend opportunities for aging in place.
- **Universal design and aging in place.** Housing opportunities are created when housing design and choice accommodates the ordinary changes that people experience over their lives due to aging and life circumstances. Ellensburg encourages housing options, programs, and services, that support independence and choices for those who want to remain in their homes or neighborhoods regardless of age or ability.
- **Planned unit development.** Utilization of Planned Unit Developments allows for variations in site design and density from the requirements of the Land Development Code in exchange for public review and design review to ensure compatibility with the setting. Clustering of housing within the planned unit developments may be encouraged to protect critical areas.

What does success look like?

Ellensburg maintains the vitality of existing neighborhoods and employs an array of housing tools to increase housing opportunities across the city. A broader range of housing choices serve residents at various income levels and help address emerging market demand, including housing for a varied workforce, for young adult workers and students, for seniors aging in place, and for those who desire to live in walkable neighborhoods. For a housing strategy to be considered successful, the following outcomes will be visible:

- All residents have fair and equal access to healthy and safe housing choices.
- Housing production is occurring in a manner consistent with housing targets.
- All households have access to affordable housing and diverse housing options that are equitably and rationally distributed.

GOALS, POLICIES, & PROGRAMS

These housing goals, policies, and programs contain steps that the City of Ellensburg can take in response to housing issues found within the community. These steps are intended to ensure the vitality of the existing residential stock, estimate current and future housing needs, and provide direction to implement programs that satisfy those needs.

Goal H-1: Preserve, protect, and strengthen the vitality and stability of existing neighborhoods.

Policy A Encourage development of an appropriate mix of housing choices through innovative land use and well-crafted regulations.

Program 1 Integrate new development, with consideration to design and scale that complements existing neighborhoods, and provides effective transitions between different uses and intensities.

Program 2 Encourage infill development on vacant and underused sites.

Policy B Establish additional logical access routes outside of the existing street system for bicycle and pedestrian traffic.

Program 1 Identify trail easements and develop an effective maintenance strategy.

Policy C Protect and connect residential neighborhoods so they retain identity and character and provide amenities that enhance quality of life.

Program 1 Encourage housing opportunities in mixed residential/commercial settings throughout the city.

Program 2 Provide increased residential density and improve infrastructure along arterials and transit routes through redevelopment and retrofitting, such as sidewalks and stormwater treatment.

Program 3 Assure that site, landscaping, building, and design regulations create effective transitions between different land uses and densities.

Policy D Promote sense of place in neighborhoods.

Program 1 Promote high quality design that is compatible with the overall style and character of established neighborhoods.

Program 2 Support the preservation of Ellensburg's historically-significant housing through the City's historic preservation program, which maintains a list of historic properties and districts, and provides education and incentives.

Program 3 Encourage the use of long-lived, low-maintenance building materials; high-efficiency energy systems; and low impact development techniques that reduce housing life-cycle costs and provide better environmental performance.

Program 4 Foster innovative housing and mixtures of housing types that preserve natural resources and consolidate open space.

Goal H-2 **Allow and encourage and accommodate a variety of housing types and densities to meet housing needs of all economic segments of the community.**

Policy A **Review the Land Development Code to allow for a wider variety of housing types.**

Program 1 Review barriers to the development of denser housing types such as duplexes, townhomes, and accessory dwelling units.

Policy B **Encourage residential development in commercial and mixed use zones, especially those within proximity to transit.**

Program 1 Expand the Multifamily Tax Exemption program beyond the downtown area to encourage multifamily housing in other areas where it is needed.

Program 2 Evaluate, review, revise, and publicize the density bonus incentive program.

Program 3 Work with Central Washington University and private developers to support on-campus housing for students and in transit-served mixed residential/commercial settings throughout the city.

Policy C **Consider housing cost and supply implications of proposed regulations and procedures.**

Program 1 Consider reducing parking requirements for mixed-use housing developments and affordable housing developments in close proximity to jobs and transit.

Policy D **Create and preserve ADA accessible and affordable housing opportunities locally and with a regional perspective.**

Program 1 Promote working partnerships with public, private, non-profit groups, and developers to plan and develop a range of housing choices.

Program 2 Evaluate other housing affordability programs utilized in other communities that could be incorporated into the Land Development Code.

Program 3 Support the preservation, maintenance, and improvements of older/historic housing and assistance to low income households who want to stay in their homes.

Program 4 Create an inventory of surplus property suitable for affordable housing.

Policy E **Identify Potential properties to allow for emergency housing, emergency shelters, and permanent supportive housing.**

Program 1 Develop a conditional use provision in the permitted use table in the land development code allowing for emergency housing, shelters, and permanent supportive housing in appropriate zones.

Goal H-3 **Encourage and support a variety of housing opportunities for older adults and people with disabilities.**

Policy A **Collaborate with other jurisdictions, organizations, and private developers to meet special housing needs that address a broad spectrum of solutions.**

Program 1 Promote accessible and affordable housing in areas that are close to services and the rest of the community.

Program 2 Coordinate with local organizations and agencies to provide sufficient and affordable home maintenance and support services.

Program 3 Promote the use of universal design principles for new development or redevelopment housing projects.

ACTION ITEMS

Allow for Planned Unit Developments

Incorporate planned unit developments as an allowable use as appropriate into the City's land development code.

Evaluate, review and revise density bonus program

The existing density bonus program provides density bonus incentives between 5 and 150% greater density for developments that incorporate a greater variety of housing types, affordable housing, green building, trails, and historic preservation. Since to date, none of these density bonuses have been taken advantage of, it is the City's goal to create a program that provides relevant incentives and an administration and implementation plan. This will include an evaluation of other jurisdictions' incentive programs including affordable housing mandates that have achieved the sought after results as well as outreach and engagement with the local development community.

Expand the Multifamily Tax Exemption Program

Expand the Multifamily Tax Exemption program into areas outside the Central Business District that have been prioritized for increased multifamily housing.

Review and revise land development code

Review and revise the land development code as necessary to allow for a wider variety of housing types; specifically review and identify potential barriers to small-scale multifamily developments, duplex, townhome, and accessory dwelling units.

Review barriers to missing middle housing types

Ellensburg needs increased housing production, particularly among missing middle formats such as duplexes, townhomes, tiny homes, and accessory dwelling units. Outreach to housing developers and to real estate professionals indicated there is a need for this housing, but that it may be difficult to produce under current conditions.

Review parking standards

Consider reducing parking requirements for new student-oriented housing or affordable housing near jobs and transit. Parking was identified as a significant cost barrier for building new multifamily housing, and as such additional residential parking and transit data should be collected and evaluated.



CHAPTER 4

CAPITAL FACILITIES AND UTILITIES

WHAT YOU WILL FIND IN THIS CHAPTER

- Inventory of public facilities including locations and capacities.
- Forecasts of future needs for public facilities and utilities.
- Goals, policies, and programs that will help to ensure safety, efficiency, and affordability of city facilities and utilities.

OVERVIEW

The City of Ellensburg is a full-service municipality, offering water, wastewater, natural gas, electric and telecommunications utilities, storm water drainage, a street transportation system, law enforcement, a public library, a parks and recreation system, and administrative services that keep it all running.

In addition, the Ellensburg School District, Kittitas Valley Healthcare, Fairpoint Communications, Charter Communications, Waste Management, Puget Sound Energy, Kittitas County Public Utility District, and Kittitas County also provide services to Ellensburg residents and to land within Ellensburg's Urban Growth Area (UGA).

Ellensburg is served by an extensive system of publicly funded and operated facilities, from schools and parks to utility systems and transportation facilities. Many of these facilities, such as water towers and roads, help meet the basic needs of residents. Others, such as fire stations, make the community safer. Community resources like schools and libraries foster learning and educational development, which make the city a better place.

The community benefits from these investments on a daily basis. In order to sustain and improve on the benefits the community currently enjoys, the City must identify how it can best maintain existing facilities and create new facilities to serve the needs and desires of local residents and future development.

BACKGROUND & CONTEXT

This section addresses existing capital facilities and utilities owned and largely managed by the City of Ellensburg, including water, wastewater, stormwater, electric, natural gas, telecommunications, library services, and police.

Demand for Ellensburg's capital facilities is likely to grow over the next 20 years. New demand can be accommodated through new capacity and through managing demand.

Demand management can be accomplished in a variety of ways, depending on the service or facility. For example, encouraging consumers to use less electricity during peak hours can decrease the need for future investments to meet peak demands.

Each capital facility system has its own functional plan, which includes a list of needed capital facilities. Facility needs are determined through Level of Service standards, operating criteria, or performance standards.

A key feature of the capital facilities planning process is asset management, which continually monitors the condition of existing facilities and infrastructure, identifies levels of maintenance needed, and determines when facilities need to be replaced. The City's capital facilities policies ensure that the city plans in advance for maintenance and infrastructure replacement to maintain Levels of Service. These policies also tie capital facilities planning to land use, making sure that assumptions about future growth are consistent.

Capital Facilities Inventory

Most city-owned and operated capital facility systems are governed by a dedicated functional plan. These plans contain detailed inventories of existing facilities and infrastructure as well as planned improvements. In addition to the facilities covered by functional plans, the City of Ellensburg maintains and uses a number of other facilities to perform administrative functions. *Table 1* contains a list of both types of facilities, a description, and a reference to the functional plan, if applicable.

WHY CAPITAL FACILITY PLANNING?

The Growth Management Act gives jurisdictions direction on capital facilities through its Public Facilities Goal:

“Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.”

Kittitas County Countywide Planning Policies ensure jurisdictions' plans for growth are consistent with their Capital Improvement Program, and that urban areas have adequate public facilities and services to meet growth targets.

The Ellensburg Capital Facilities Chapter demonstrates how the City will provide adequate facilities to anticipate growth needs, achieve acceptable levels of service, efficiently use fiscal resources, and meet realistic timelines.

A list of capital facility improvements and projected costs for the next six years is included in Appendix A: Capital Improvement Program, and is updated annually. The functional plans listed in *Table 1* identify facility inventories, potential funding sources, and implementation strategies. For each relevant utility functional plan there are specific strategies that proactively address energy efficiency and water conservation.

Table 1. Inventory of City-Owned Capital Facilities

Facility Type	Description	Functional Plan
Ellensburg City Hall	City departments, council chambers, and city shop facilities	N/A
Ellensburg City Shop and Warehouse	Building, vehicle, and equipment maintenance, and storage	N/A
Ellensburg Library and Hal Holmes Center	Public library and meeting space	2009 Level of Service Standards and Library Goals and Objectives
Parks and Recreation	Parks and community facilities, including 26 parks, adult activity center, Memorial pool, youth center, and Racquet Center	Parks, Recreation, and Open Space Plan
Ellensburg Police Department	Police headquarters	Annual reports
Water	Infrastructure for providing potable and fire response water including water storage tanks	Water System Plan
Wastewater	Facilities that convey wastewater to the city treatment plant	Wastewater Treatment Facility Report
Stormwater	Infrastructure that conveys and manages storm and surface water	Stormwater Management Plan
Electric	Infrastructure for meeting community electricity needs	Electric System Plan
Natural Gas	Infrastructure for the natural gas distribution system	Natural Gas System Plan
Telecommunications	Infrastructure providing a fiber optic network to 50 locations throughout Ellensburg	Telecommunications Strategic Plan

Water

The City updated its Water System Plan in 2014. The plan examines water source, storage, delivery, and quality and is the strategic plan for the management and operations of Ellensburg's water system. This chapter will provide a summary of the City's water system, and establish a general policy context within which the water system plan will operate.

The water division of the City of Ellensburg operates and maintains 108 miles of underground water distribution piping, two above ground reservoirs, eight groundwater wells, one booster, and one transfer station. This extensive piping system serves over 4,800 residential and 700 non-residential customers by distributing safe, clean, and reliable water.

The water division provides constant monitoring, testing, and system maintenance to ensure the highest quality of clean water is delivered to the community.

The City has sufficient water rights to accommodate the projected 20-year growth. These water rights will allow for additional municipal wells to be added to the system as the City's water users increase.

The City will continue to verify that all capital and private development projects are designed and constructed to ensure all appropriate fire flows are met for each prospective project.

The Capital Improvement Plan for the water utility is anticipated to be primarily funded through a combination of ending fund balance, revenue generated through rates, and revenue bonds. Grants are not typically available for water utility capital improvements. At the end of 2016, the ending fund balance available for the water utility capital improvement plan was approximately \$3.2 million.

The debt to total assets ratio can be used to assess the utility's leverage for bonding. At the end of 2016, debt as a percentage of total assets for the water utility was 31.8%. Based on industry standards and accepted debt ratios in the current market, the water utility indicates sufficient leverage to bond for capital improvement projects that will accommodate the projected 20 year growth.



Wastewater

The City of Ellensburg operates a wastewater division that includes operation and maintenance of 79 miles of underground sewer pipe. This extensive piping system serves approximately 5,100 residential and almost 500 non-residential customers by managing wastewater flows from sinks, showers, bathing, dish and clothes washers, toilets, and industrial processes. Wastewater flows from homes and businesses through sewer pipes that lead to the Wastewater Treatment Plant. The Wastewater Treatment Plan processes an average of 3.85 million gallons of wastewater each day.

In 2015 Ellensburg completed a 20-year plan for upgrading the City's Wastewater Treatment Facility and collection system. This chapter adopts the Wastewater Treatment Facility Engineering Report by reference, using general system information in this document to outline a policy context for the more detailed sewer plan.

The 2015 report projects the Ellensburg population to grow at 1.8% per year during the next 20 years. This is under the 2.0% growth rate projected through this comprehensive planning process. However, the existing design has a maximum treatment capacity that is greater than the growth prediction and any improvements identified for the Wastewater Treatment Facility are recommended in the 2015 report to be designed to provide a capacity equal to or greater than the existing design capacity of a population of 31,000. This recommendation is consistent to meet the 2.0% population growth and projected Ellensburg population of 32,540 by 2037.

The Capital Improvement Plan for the wastewater utility is anticipated to be primarily funded through a combination of ending fund balance, revenue generated through rates, and revenue bonds. Grants are not typically available for water utility capital improvements. At the end of 2016, the ending fund balance available for the wastewater utility capital improvement plan was approximately \$2.6 million.

The debt to total assets ratio can be used to assess the utility's leverage for bonding. At the end of 2016, debt as a percentage of total assets for the wastewater utility was 28.3%. Based on industry standards and accepted debt ratios in the current market, the wastewater utility indicates sufficient leverage to bond for capital improvement projects that will accommodate the projected 20 year growth.

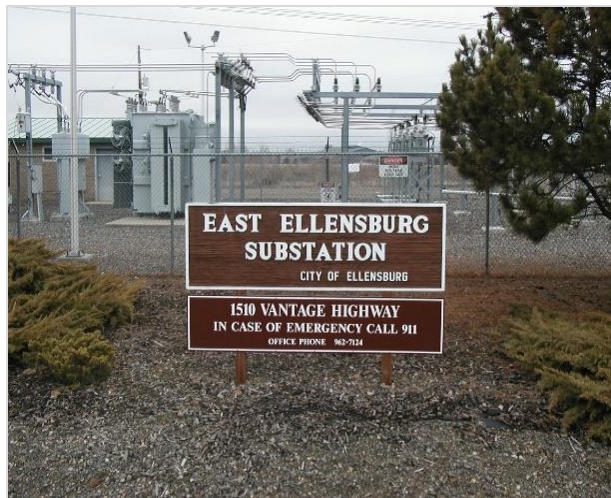


Stormwater

The City of Ellensburg stormwater division maintains approximately 2,500 catch basins and manholes in the public right-of-way, is comprised of 50 miles of underground pipe, and discharges to ninety outfalls in local streams. In newer parts of the city bio-swales capture, slow velocity of, and treat stormwater prior to discharging into the city's stormwater system. The City of Ellensburg operates a stormwater utility whose revenues are used to comply with the stormwater permit, including such activities as the Illicit Discharge Elimination Program, and providing public education on the effects of stormwater on water in our rivers and streams.

Refer to Environmental chapter for goals, policies, and program related to the stormwater system.

Electric



The City of Ellensburg was the first municipality in Washington State to have its own electrical distribution system, which was installed in 1891. The city's electric utility serves approximately 9,200 customers using over 50 miles of overhead conductor and 38 miles of underground cable. All new growth within the system is built with long-life, underground cable in conduit, and includes loop-feed capability wherever possible. The existing aerial facilities are in excellent condition due to continuous maintenance work over the years.

The electric utility offers a variety of services to the public. These services include assistance with applying or altering a service, as well as advising developers so they know what is required when applying for an electrical system for a sub-division, plat, or multi-family project. All requirements are based on existing city policies and standards, as well as national, state, and local electrical codes. The City's electric utility has an enviable safety record and has been recognized by the Northwest Public Power Association for its commitment to safety for many years.

The electric utility currently purchases the majority of its power from Bonneville Power Administration which delivers power to the city's four electrical substations. The 2015 Fuel Mix Disclosure showed that the City is about 97% carbon free (87% hydropower and 10% nuclear) for the fuel that was used to generate the power.

The current capacity of the electrical distribution system is such that the city is able to almost double existing peak loads. The newest substation on the north end of town was energized

December of 2015 to meet growing demand, assist loop-feed capability, and to continue the high level of reliability city electrical customers have enjoyed. The 6-year Electric System Plan (2017-2022) incorporated the 2% population growth and projected Ellensburg population of 32,540 by 2037 into its system model, and another substation at the south end of the City will be needed within the next 20-years to meet this projected demand.

The utility has a renewable energy park that hosts solar generation facilities that were constructed between 2006 and 2013 with the most recent expansion in 2016. The utility has a long history of promoting energy conservation and encourages our customers to take advantage of all the programs the City offers to assist them in using energy efficiently.

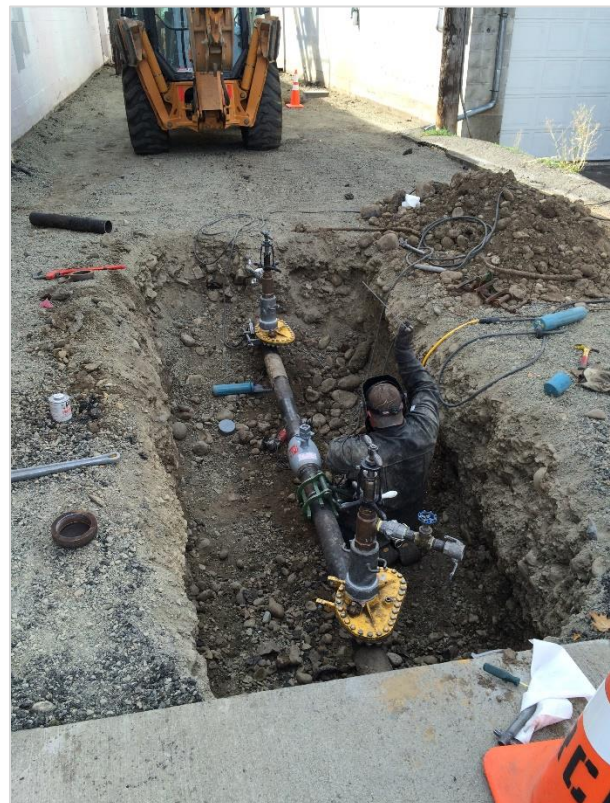
The Capital Improvement Plan for the electric utility is anticipated to be primarily funded through a combination of ending fund balance, revenue generated through rates, and revenue bonds. Grants are not typically available for electric utility capital improvements. At the end of 2016, the ending fund balance available for the electric utility capital improvement plan was approximately \$2.7 million.

The debt to total assets ratio can be used to assess the utility's leverage for bonding. At the end of 2016, debt as a percentage of total assets for the electric utility was 42%. Based on industry standards and accepted debt ratios in the current market, the electric utility indicates sufficient leverage to bond for capital improvement projects that will accommodate the projected 20 year growth.

Natural gas

The City of Ellensburg was the first municipality west of the Mississippi River to have its own natural gas distribution system, installed in 1956/1957. Today, the City has over 115 miles of distribution mains and over 5,000 customers both in the City and Kittitas County. Unlike other City utilities, the natural gas utility has a service territory defined by the Washington Utility and Transportation Commission that is not confined to the City or Urban Growth Area.

The City receives all of its natural gas from the Williams Pipeline which feeds a single measuring station from which it distributes natural gas to customers. The natural gas utility installs and maintains all of its distribution system with its own City employees. The City's natural gas utility also has an enviable safety record and has been



recognized by the American Public Gas Association for its commitment to safety for many years. The natural gas utility issues safety-related information throughout the year for the general public.

The natural gas utility offers a variety of services to the public, including assistance with applying for a service, with altering a service, or for developers so that they know what information is required when applying for a natural gas system for a subdivision or plat.

In an effort to mitigate higher wholesale electricity rates, the natural gas utility provides many incentives for adding gas service lines and switching to natural gas appliances for both homeowners and developers.

The 6-year Natural Gas System Plan (2015-2020) estimated that the current contractual natural gas supply limit of the natural gas distribution system was such that the City would increase existing peak loads by 20%. Although there is a relationship between population growth and peak loads, the increase to peak load will depend on the future natural gas appliances that are installed (e.g. water heaters and stoves/ranges that have daily loads, compared to furnaces and fireplaces that contribute to peak loads). The City anticipates that incorporating the 2.0% population growth and projected Ellensburg population of 32,540 by 2037 into its next system model to be completed in 2021 will result in the current contractual natural gas supply limit could be reached within the next 20 years. The City will seek additional pipeline capacity as the natural gas utility approaches the current contractual natural gas supply limit.

The Capital Improvement Plan for the natural gas utility is anticipated to be primarily funded through a combination of ending fund balance, revenue generated through rates and revenue bonds. Grants are not typically available for natural gas utility capital improvements. At the end of 2016 the ending fund balance for the natural gas capital improvement plan was approximately \$2.3 million.

The debt to total assets ratio can be used to assess the utility's leverage for bonding. At the end of 2016, debt as a percentage of total assets for the natural gas utility was 26.3%. Based on industry standards and accepted debt ratios in the current market, the natural gas utility indicates sufficient leverage to bond for capital improvement projects that will accommodate the projected 20 year growth.

Telecommunications

The City of Ellensburg is the most recent municipality in Washington State to have a City-owned telecommunications system, which was constructed in 2015. The City created a telecommunications utility in 2014 that currently services 50 locations with over 25 miles of overhead fiber optic cable and two miles of underground fiber optic cable. There is currently excess capacity in the telecommunications system, and if all fiber optic strands are eventually utilized the city would be able to replace the network hardware as necessary to gain additional capacity. The City lights the network with City-owned equipment. Operation and management

of the network has been ongoing since 1999 under prior lease arrangements. In 2016 the City began to contract with Northwest Open Access Network for wholesale telecommunications services.

The City provides telecommunications services to customers, the municipality, public agencies, and telecommunications service companies. The City provides network services, internet access services, dark fiber services, and others.

Unlike other City owned and operated utilities that serve residents and businesses, the telecommunications utility has no obligation to serve all City customers. The 3-year Telecommunications Strategic Plan (2015-2017) evaluated the costs, benefits, competitive risks, and community support to expand the City's 27 mile fiber optic network to reach all residents and businesses. Based on the outcome of the strategic plan and to minimize competitive risks, City Council decided to extend the network to reach customers that are willing to pay for their costs for service extensions. The City Council considered, but did not choose to proceed with a citywide fiber to the premise project due to the projected \$22 million capital investment, unrealistic high customer rates that would need to be achieved to remain solvent, competitive risks with other service providers, and a lack of community support at that time.

The Capital Improvement Plan for the telecommunications utility is anticipated to be primarily funded through a combination of revenue generated through rates, grants, and revenue bonds. Typically the telecommunications utility has been successful at receiving grants for telecommunications utility capital improvements that focus on economic development. The 2016 grant revenue for the telecommunications facility was approximately \$343,000. As a relatively new utility the City has used general obligation funds to bond telecommunication capital improvements.

Library

The City of Ellensburg operates a public library, founded in 1907 in partnership with Andrew Carnegie by the Women's Municipal Movement Society of Ellensburg. The Society donated two lots on the corner of 3rd Avenue and Ruby Street and opened the library in 1910. The library has maintained a historically and socially important location in Ellensburg's downtown core, and continues to serve as the heart of the city, providing services to residents throughout the region.



The library's mission is:

"...to provide a safe and welcoming place where patrons can develop an appreciation for reading and learning; find information about their community and its opportunities; and investigate or explore a wide range of topics relevant to their work, school, and personal lives."



All Kittitas County residents are welcome to use the Ellensburg Public Library and the Hal Holmes Community Center. Kittitas County annually contributes general tax funds in support of the Ellensburg Library operations and the City maintains reciprocal agreements with all other Kittitas County municipalities' libraries. The Hal Holmes Community Center was completed in 1982 and is the City's multipurpose facility providing space for community events and activities that

contribute to the public good; such as performing and visual arts, and educational events. The Hal Holmes Center's public meeting spaces benefits the programming space needs of both the library and the greater community.

The library contains a large local history collection that represents the community's great interest in the City's past. The collection is partially housed in the main library and is accessible to the public, but much of the collection is inaccessible in basement archives. An adequate ventilation system and an elevator are necessary improvements to be made to the Hal Holmes basement area in order to allow public use of the archives. These improvements would allow space for public research and exploration of local history documents and photographs, as well as provide workspace to maintain and organize the collection as it grows over time.

The 2003 expansion of library facilities, and purchase of property on the east side of Pine Street between 1st and 2nd Avenues, was intended to serve Ellensburg and the region well into the future. The expansion resulted in an additional 2,350 square feet and greatly expanded the children's staff and circulation areas of the library. The expansion brought the Library and Hal Holmes Center under one roof with a shared lobby, public, and staff restrooms, and resulted in additional off-street parking located across the street from Hal



Holmes Center. However, the projected countywide growth, upward trends in library visits, and increased circulation of materials indicate there will be increased demand for space, services, and materials beyond what the current facility can provide.

The City of Ellensburg's 2003 purchase of the property on the east side of Pine Street between 1st and 2nd Avenues allows for further expansion of the library on the same block it currently occupies, moving parking to the new property across the street. Presently, the majority of the parking serving the library is on-street parking. The small off-street parking lot on the south side of the Hal Holmes Center may be taken up with any future expansion needs of the library. As the community continues to grow and other conference and meeting spaces are constructed, the Center's meeting room space may be available to meet the expanded need for library functions. This built-in room for expansion will enable the library to maintain its historically and socially important place in the downtown core.

In addition to projected countywide growth, unique factors affect the physical space needs and the services offered at the Ellensburg Public Library. These needs are driven by the need to keep up with changing technology and by the desire to improve library services and programs for all ages, with an emphasis on children and young adult programs and services that meet the needs of an aging population. Foreseeable service and space needs include: increased mobile services, expansion of the library's website and electronic resources, additional meeting space and study rooms, quiet shared reading spaces, and retention of existing off-street parking.

The Ellensburg Public Library goals and objectives and Level of Service Standards are hereby adopted into this Comprehensive Plan by reference. The goals, policies, and programs in this chapter provide the broad overall framework of Ellensburg Public Library services. Please refer to the Library goals and objectives and/or Level of Service Standards for more detail.

Police

The Ellensburg Police Department provides law enforcement services to the City of Ellensburg with 29 sworn officers working in three divisions: patrol, motors, and investigations. The Department and its personnel are expected to respond to and effectively handle a variety of criminal, societal, technological, and international type events that impact our community. In addition, the Ellensburg Police Department provides many community oriented programs such as: a school resource officer working in partnership with the Ellensburg School District; volunteer reserve officer



program; code enforcement; Serving the Standard program that works with local liquor licensed establishments; National Night Out; Cop on Top fundraising campaign; and the Citizen's Academy. In 2016 the Department went through reaccreditation by the Washington Association of Sheriffs and Police Chiefs. Currently the Ellensburg Police Department is one of 60 accredited state, county, and local agencies in the state. Accreditation topics cover 134 standards that include topics such as: management of personnel, finances, use of force, code of conduct, evidence, and recruitment.



Department offices are located in the public safety building near the Central Business District. The public safety building was constructed in 1955 and remodeled in 1977 and again in 1991. The Police Department is currently moving into space within the public safety building that was vacated by the Kittitas Valley Fire and Rescue in 2016. The expansion of the Department's existing space will offer some relief to its

space limitations. However, it is not a permanent solution. Options for additional space that fits the structural needs of the Police Department will need to be pursued to address existing and future demand for department services.

The goals and policies in this chapter outline the broad framework of the Ellensburg Police Department; strategic planning and annual reports provide more detailed information regarding services offered and department statistics.

Animal Shelter

The Ellensburg Animal Shelter was constructed in 1974. Since its inception, it has become a regional facility providing services to other municipalities and unincorporated areas in Kittitas County. The shelter is open to the public 6 days a week. Care for the animals housed at the shelter require care and maintenance 7 days a week. The shelter takes in stray, neglected, abandoned, law enforcement impounds, and as space allows - owner surrendered animals. The majority of adoptable animals are transferred to organizations that have behavioral and medical resources. Since 2012, education and referrals have led to a steady reduction in the amount of animals needing shelter housing. Other services provided by shelter staff include investigating cases of animal cruelty, looking into a variety of nuisance complaints, working with Kittitas Valley Healthcare and Kittitas County Public Health to address animals that pose a public health risk, and maintaining an active volunteer program. As future City and regional needs increase, a staff and facility needs assessment will be necessary to plan for the expansion and modernization of shelter facilities.

Fire/Emergency Management Services

Ellensburg previously operated a fire department with 20 paid staff and more than 20 volunteer firefighters. Fire and Emergency Medical Service responsibility is now shifted to the Fire Protection District #2 which merged with the City's fire department to become Kittitas Valley Fire and Rescue (KVFR). KVFR now employs 30 career firefighters, 70 volunteers, 12 reserves, and 9 residents. The community has a fire insurance rating of four, one step above the previous rating of five, significantly reducing insurance rates in the city. KVFR also provides emergency medical services at the Advanced Life Support and Basic Life Support providers.

The headquarters station, station 29 is located on Mountain View Avenue, one of the City's main arterials. Station 29 responds to emergency calls in the South and West sections of the district. Station 21 is located on the East side of Ellensburg and covers emergency calls in the North and East sections of the district. Volunteer stations located in the rural areas of the district respond to calls in their areas. All stations can cover one another in times of heavy call volume or larger incidents.

Growth in Ellensburg's population to the north, and the increasing traffic on the community's arterial streets, are increasing pressure to develop a remote fire station to serve the northern areas.

General Growth Projections

According to growth projections, which provide the foundation for the Comprehensive Plan, the city could experience an increase of up to 11,757 additional people or about 5,300 households over the next 20 years. This projection is based on the population target allocated to the City by Kittitas County (see Land Use chapter for additional discussion).

For capital facilities planning purposes, the projected growth expected over the 20-year period was allocated on an average basis, rather than based on a year-by-year projection that tries to factor in anticipated growth cycles. Growth will undoubtedly not occur precisely as projected over the next 6-year or even the 20-year period. For this reason, the GMA requires that the Capital Improvement Plan be updated at least every 6 years. This provides local governments the opportunity to re-evaluate their forecast in light of the actual growth experiences, revise their forecast if necessary, and adjust the number and/or timing of capital facilities that are needed.

The Capital Improvement Plan (Appendix A) is updated annually as part of the City's budget process, thereby ensuring that the plan reflects the most current statistics related to growth in Ellensburg, and that city-managed facilities and utilities are slated for upgrade in accordance with both the level of service standards and concurrency standards.

Level of Service

Level of Service is a term that describes the amount, type, or quality of facilities that are needed to serve the community at a desired and measured standard. This standard varies, based not only on the type of service that is being provided, but also the quality of services desired by the community. A community can decide to lower, raise, or maintain the existing Levels of Service for each type of capital facility and service. This decision will affect both the quality of service provided, as well as the amount of new investment or facilities that are, or will be needed in the future to serve the community.

Level of service standards state the quality of service the community desires and for which service providers should plan. The adoption of level of service standards indicates that a community will ensure those standards are met, or can be met, at the time development occurs. If such standards cannot be met, the community may decide to decrease the standards, determine how the needed improvements will be paid for, or deny the development. The Growth Management Act requires communities adopt level of service standards for transportation facilities (see Transportation chapter); Ellensburg has also opted to establish service standards for the following City-managed capital facilities.

Table 2. Level of Service Standards

Service/Facility	LOS Standard
Fire Protection	Follow the guidelines from the National Fire Protection Association #1720
Emergency Medical Service	Basic Life Support at 5 minutes/90% of the time Advanced Life Support at 9 minutes/90% of the time
Water Utility	Provide water meeting all requirements of Federal Safe Drinking Water Act and Washington State Department of Health to all customers desiring service that lies within the City's water service area
Sewer Utility	Provide a collection system capable of conveying all wastewater discharges from residential, commercial, and industrial customers within the City limits and UGA
Stormwater System	Provide a public collection system capable of conveying a storm event with a 25-year return frequency without flooding or damage to structures. Meet the requirements of the City's Stormwater Discharge Permit
Natural Gas Utility	Provide minimum gas pressure of 20 psi at the customer's meter
Solid Waste Management	Weekly curbside refuse collection
Library Service	2009 Level of service document incorporated into Comprehensive Plan by reference
<u>Broadband Internet</u>	<u>150/150Mbps for all residences and businesses; 1/1 Gbps for all anchor institutions, i.e. schools, hospitals, libraries, and government buildings.</u>

Adequacy and Concurrency

According to the Growth Management Act, public facilities and services shall be adequate to serve the development at the time the development is first occupied, without decreasing the Level of Service described in the Comprehensive Plan. Adequate public facilities and services, such as water, sewer, power, and surface water management, are required in order to serve development. Additionally, the GMA mandates concurrency for transportation services to ensure that transportation improvements or strategies are in place at the time of development, or that a financial commitment is made to complete the improvement within 6 years.

The City's water, sewer, telecommunications, electric, and gas utilities have the ability to meet the current demand at the service levels established in the Comprehensive Plan. The City uses the most current Department of Ecology stormwater manual to ensure that new development meets the established standards for surface water management and requirements of the National Pollutant Discharge Elimination System permit. If the City determines that any of the facilities or utilities will not be able to meet these city services, the City could choose to:

- Modify the Land Use Map through an amendment to the Comprehensive Plan;
- Modify the Level of Service standards through an amendment to the Comprehensive Plan; or
- Restrict development until service can be provided at the established level of service standards.

Other services such as police, fire, parks, and schools, are extremely important, and may be generally available at the time of occupancy; however, upgrades may be needed to provide services to new development at the same level or rate as other parts of the community. In these situations, it may take a few years for these improvements to come on-line.

GOALS, POLICIES, & PROGRAMS

The following capital facility and utility goals, policies, and programs are designed to work with the other elements to ensure that capital facilities and utilities are provided in a safe, reliable, and affordable manner, while keeping pace with projected growth in the City of Ellensburg.

Goal CFU-1: Ensure that system services are delivered in a safe and reliable manner and are in compliance with regulatory requirements.

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| Policy A | Ensure that public facilities, utilities, and streets are designed, constructed, and maintained to efficiently and effectively meet the needs of the community and meet applicable state and federal requirements. |
| <i>Program 1</i> | Coordinate major capital facilities investments to implement the comprehensive plan. |
| <i>Program 2</i> | Continue to practice co-location of new public and private utility distribution facilities in shared trenches when reasonable and feasible, and coordinate construction timing to minimize construction-related disruptions and reduce the cost of utility delivery. |
| <i>Program 3</i> | Seek co-location opportunities in the UGA and service areas. |
| <i>Program 4</i> | Purchase land as needed for the location of capital and utility facilities. |
| <i>Program 5</i> | Maintain capital facility renewals and replacements in consideration of rising rates. |
| Policy B | Provide services concurrently with, or in advance of, demand. |
| <i>Program 1</i> | If probable funding falls short of meeting existing needs the land use element will be reassessed to ensure that the land use element, capital facilities element, and financing plan within the capital facilities element are coordinated and consistent. |
| <i>Program 2</i> | Continue to collect system development charges for water and sewer services as a financing tool to help fund needed infrastructure for new development. |
| <i>Program 3</i> | Any changes to electric, water, and sewer service areas should be based on expansion of the UGA. |
| <i>Program 4</i> | Purchase or produce commodities such as power, natural gas, and water supply concurrently with, or in advance of, demand. |

- Program 5* In response to future growth, expand the gas utility into the gas service territory as set by the Washington Utilities and Transportation Commission.
- Program 6* Implement low-cost investments, such as conduits, piping, and joint-utility extensions when opportunities with possible delayed benefits present themselves that would be unaffordable or otherwise inaccessible in the future.
- Policy C** **Continue to follow and enforce existing city standards for public facilities and services.**
- Program 1* Continue policy of providing water, sewer, and storm drainage services with highest priority given to improving services in those areas where it already exists, next highest priority to infilling areas surrounded by utility service, and lowest priority to extension of services into unserved areas.
- Program 2* Protect and conserve existing water rights and pursue opportunities for new water rights as necessary to support growth.
- Program 3* Continue to coordinate affordable and reliable collection of solid waste and recycling collection services that meets the needs of city residents.
- Program 4* Facilitate a culture of safety through education and certification programs for utility service workers.

Goal CFU-2 Maintain cost effective rates for providing utility and capital services while ensuring adequate system maintenance.

- Policy A** **Emphasize compact growth, including the infill of vacant or undeveloped land to allow for the efficient provision of services.**
- Program 1* Utilize and encourage the use of existing utility systems for new developments.
- Program 2* Encourage and provide City utility services to UGA residents who sign necessary agreements for utility connection.
- Program 3* Use utility extension agreements for the cost of extensions for water, sewer, and electricity, as a financing tool to help fund necessary infrastructure for new development.
- Policy B** **Manage expansion of the electrical utility into the UGA in response to future growth based on the following approaches:**
- Program 1* Purchase existing assets from other utilities, recognizing that the cost will be incurred by customer/developer.

- Program 2* Upon annexation, after the required seven-year period purchase the assets from existing electric providers in the UGA or build new assets.
- Program 3* Upon request and sufficient power supply, develop agreements with existing electric providers in the UGA for shared assets (wheeling) to serve customers/developers.
- Program 4* Continue to require developers to provide assets within developments.
- Policy C** **Maintain affordable rates by continuing to require annexation to the City, or approval of a utility extension agreement with the City to receive any city water, sewer, or electric service.**
- Program 1* Continue to require a standard outside utility agreement concerning provision of water, sewer, and electric services.

Goal CFU-3 Develop facilities and encourage use of services in an environmentally sensitive manner.

- Policy A** Promote water and energy efficiency and alternative energy sources.
- Program 1* Promote the use of solar technology within the community.
- Program 2* Assist citizens with upgrading energy efficiency in homes and businesses through weatherization, and improvements to mechanical and lighting systems.
- Program 3* Promote the use of Energy Star and green building practices in new construction.
- Program 4* Promote efficient use of lighting to preserve our night skies.
- Program 5* Continue to comply with City water use efficiency standards.
- Program 6* Continue to support the County's operation of composting and recycling facilities in the City.
- Program 7* Work with state and regional air quality agencies, and Kittitas County Public Health to provide outreach and education to Ellensburg residents on energy efficient wood stoves, incentive programs, and burn bans.
- Policy B** **Design, construct, and maintain facilities to minimize their impact on surrounding neighborhoods and the environment.**
- Program 1* Promote the undergrounding of new and existing utility lines, where physically and financially feasible, as streets are improved and/or areas are redeveloped in coordination with other utilities and capital facility systems.

Goal CFU-4 Support the use of data and technology to meet residents' needs and improve efficiency of services.

- | | |
|------------------|---|
| Policy A | Support information and communication technology that allows city officials to interact directly with the community and the city's infrastructure. |
| <i>Program 1</i> | Consider metering technology migration from the City's legacy automatic meter reading (AMR) to advance metering infrastructure (AMI) for electric, natural gas, and water utilities. |
| <i>Program 2</i> | Use information and communication technology to monitor infrastructure and efficiency of services. |
| Policy B | Encourage new and cost-effective information and telecommunications technologies that would benefit residents and improve services. |
| <i>Program 1</i> | Facilitate communication technology deployments for next generation wireless services, such as the use of City utility poles, streetlight poles, traffic signals, and other City assets for small cell deployment. |
| <i>Program 2</i> | Encourage public-private partnerships to take advantage of the city's fiber optic network to facilitate innovation, and expand service delivery. |
| <i>Program 3</i> | <u>Leverage existing city telecommunications assets and utility service experience to deliver the fiber optic broadband service to businesses and residents that provide a similar level of customer service and reliability as the City's other utilities, in a manner that meets the state and federal goals for speed and equitable deployment, and is supported to address business concerns with service outage restoration.</u> |

Goal CFU-5 Maintain consistent countywide planning policies for siting of essential public facilities.

- | | |
|------------------|--|
| Policy A | Continue to support and work with the Kittitas County Conference of Governments (COG) to establish a process for siting essential public facilities that are of a countywide or statewide nature as set forth in the countywide planning policies. |
| <i>Program 1</i> | Maintain an inventory of existing essential public facilities in the City of Ellensburg and its UGA. |
| <i>Program 2</i> | Apply the siting process outlined by the Kittitas County Countywide Planning Policies to all essential public facilities identified by the City, the County, regional agreement, or by State or federal government when such facilities are proposed within the City or the UGA. |

- Program 3* Maintain regulations that ensure essential public facility siting is consistent with all adopted City ordinances and the adopted City comprehensive plan.
- Program 4* Coordinate with Kittitas County and other public entities to establish an official map identifying precise arterial corridors, public parks and open spaces, and other public facility locations for current and future dedication and/or acquisition.
- Program 5* Assist in coordinating the construction of a public safety broadband network, utilizing City telecommunications utility assets if necessary and appropriate.

Goal CFU-6 Provide quality library materials and services to fulfill the current and projected educational, information, cultural, and recreational needs of the entire community in a location and environment that is welcoming and accessible.

- Policy A** Maintain and enhance the library collection to meet the lifelong learning needs and recreational interests of the entire community.
- Policy B** Seek funding to meet and maintain the Level of Service Standards for our growing population.
- Policy C** Maintain sufficient facilities to provide a range of library services that meet current and projected community needs.
- Policy D** Maintain current programming and community space at the Hal Holmes Center for Library and community use.

Goal CFU-7 Uphold law and order while maintaining peace and safety for citizens and police officers by providing the best in public safety services.

- Policy A** Maintain accreditation through the Washington Association of Sheriffs and Police Chiefs.
- Policy B** Maintain sufficient facilities to provide public safety services that meet current and projected community needs.
- Policy C** Continue to seek and provide innovative training opportunities for staff and volunteers.
- Policy D** Use social networking and other data sharing opportunities, as appropriate, to provide information and education to create better citizen understanding of Ellensburg Police Department services.

- Policy E** Continue to provide citizen engagement opportunities and events that enable community interaction with the Ellensburg Police Department.
- Policy F** Seek proactive approaches to address public safety issues.

ACTION ITEMS

Annual Updates of Facility Plans

Annually update facility plans within projected funding capacities and provide summary of probable funding sources.

Establish Official Map of Public Facility Locations

Coordinate with Kittitas County and other public entities to establish an official map identifying precise arterial corridors, public parks and open spaces, and other public facility locations for current and future dedication and/or acquisition.

Inventory of Essential Public Facilities

Update and maintain an inventory of essential public facilities in the City of Ellensburg and its UGA.

Update Telecommunications Utility System Plan

Ensure a Functional Plan is regularly updated to identify facility inventories, potential funding sources, and implementation strategies for the Telecommunications Utility.

Reduce barriers and costs to telecommunications utility infrastructure extension

Coordinate with stakeholders and pursue “Dig Once” or pavement moratorium policies to encourage cost effective utility infrastructure development and extend the service life of city transportation assets, and One Touch Make Ready (OTMR) or “Climb Once” policies to simplify telecommunications infrastructure deployment.

Develop Digital Inclusion Plan

Convene partners to develop a digital inclusion plan to guide decision-making on telecommunications infrastructure and measure progress toward digital equity.

POLICY CONNECTIONS

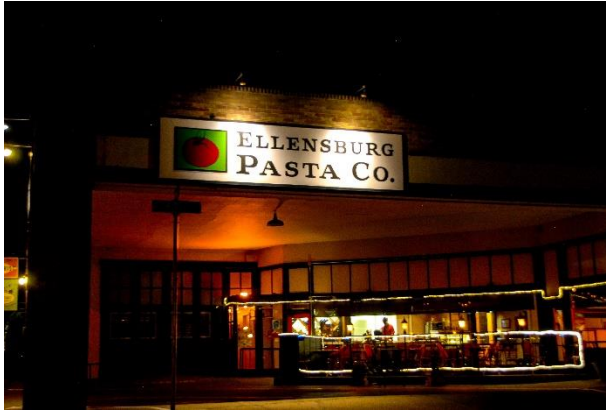
Utilities and capital facilities must keep pace with growth, the **Land Use** chapter includes policies and information about Ellensburg's projected growth.

The **Economic Development** chapter includes guidance on telecommunications utility infrastructure to support economic development.

The **Transportation** chapter provides information for Ellensburg's transportation system including streets, non-motorized facilities, and public transit facilities.

The **Parks and Recreation** chapter includes goals that create a framework for future parks, recreation, and open space decisions. More specific guidance is provided in the 2016 Parks, Recreation, and Open Space Plan.

The **Environment** chapter addresses the stewardship of natural resources including ground and surface water.



CHAPTER 6

ECONOMIC DEVELOPMENT

WHAT YOU WILL FIND IN THIS CHAPTER

- Information about the local economy, including statistics on population, employment, businesses, and employment sectors.
- Policies and programs that seek to help Ellensburg build a promising economic future.
- Policies that provide a framework for leveraging tourism and promoting Ellensburg as a destination.
- Policies that seek to maintain a qualified workforce and promote living wage jobs.

OVERVIEW

This chapter contains goals, policies, and programs to define Ellensburg's role in economic development, and to help the City build a healthy economy. While economic activity exists at all levels, both public and private, local government's role is to establish parameters for private markets, provide vital services, and ensure development enhances the quality of life in Ellensburg.

A healthy economy adds to all aspects of the community, from jobs to infrastructure to community services. A healthy local economy can strengthen the community's position as a unique and attractive place to work, live, play, and visit.

The goals, policies, and programs contained in this chapter aim to guide the City of Ellensburg in developing a supportive business environment for new and existing businesses with the intent of providing a range of employment opportunities for residents, and a strong tax base for the City.

BACKGROUND & CONTEXT

With a population of just under 20,000 ~~as of~~ in 2021, as reported by OFM, Ellensburg is the center of commerce and government for Kittitas County. It offers services for local residents, and the financial, religious, and educational institutions that serve an area much larger than what is within city limits. Ellensburg is a central gathering place for the regional community, and hosts a diversity of activities, events, and services that serve more people than those that reside within the city limits of Ellensburg. Ellensburg is known as the home of Central Washington University and the annual Ellensburg Fair and Rodeo that attracts national attention.



The quality of life in Ellensburg is characterized by our clean environment, vibrant downtown, family-friendly community and outstanding outdoor recreational assets, all of which are important factors in nurturing economic growth. Businesses provide property, sales, and lodging tax revenue that help to support public infrastructure and maintain our quality of life. As local and national economies and lifestyles evolve, it will become more important for Ellensburg to maintain and enhance its livability through good urban design that reflects the values and choices of the community. The Ellensburg community is concerned with the availability of living wage jobs, and with the City's ability to continue providing services that help to foster business development and increase economic opportunities. Residents want employment, retail, and social opportunities that allow them the ability to live, work, and play in this community.

Ellensburg's economic base has been relatively narrow since its settlement in the late 1800s. While Ellensburg still enjoys a strong agricultural base, our community as a whole has become less dependent on the natural and agricultural resources. ~~Today government, non-profit organizations, tourism and retail industries are~~ In 2019 education, healthcare, accommodations and food, retail and government were primary employers in the community (Source: Data Axle, 2019). Ellensburg has also experienced an

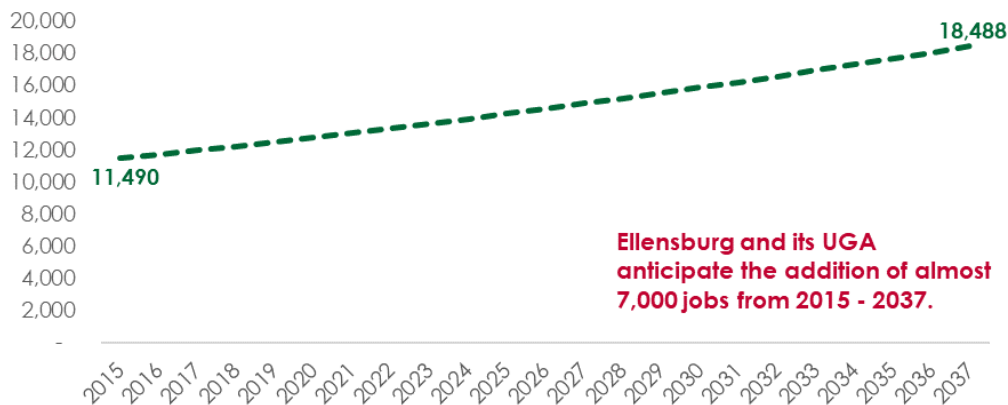


increasing number of residents commuting to Yakima County and to the greater Puget Sound region for employment opportunities.

Workforce Profile

Ellensburg, including its UGA, is home to approximately 12,000 jobs. The City is planning for growth at an average annual rate of 2% to reach 18,488 by 2037. See Figure XX below.

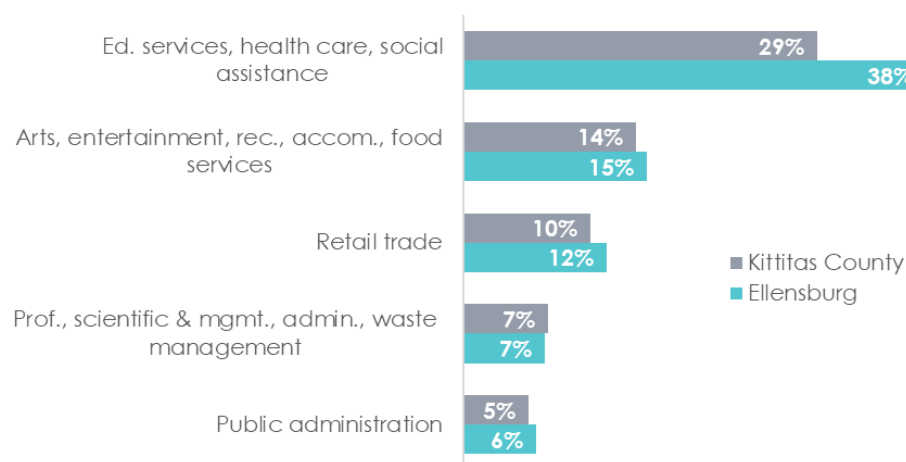
Figure XX: Ellensburg and UGA Employment Targets, 2015-2037



Sources: *Ellensburg Comprehensive Plan, 2017*; *BERK, Housing Needs Assessment 2021*.

Today four of the In 2019, the five top employers in Ellensburg are in the government and non-profit sectors: Central Washington University, 1,438; Kittitas Valley Healthcare, 600; Ellensburg School District, 380; Kittitas County, 363; Twin City Foods, 500; Natural Resources Department, 220; and Anderson Hay and Grain, 240. ; Elmview, 200. Tourism and retail industries also are key employers. A further breakdown of the workforce by industry type is found in Figure XX below:

Figure XX: Workforce by Industry in Ellensburg and Kittitas County, 2018 (Top 5 Industries).



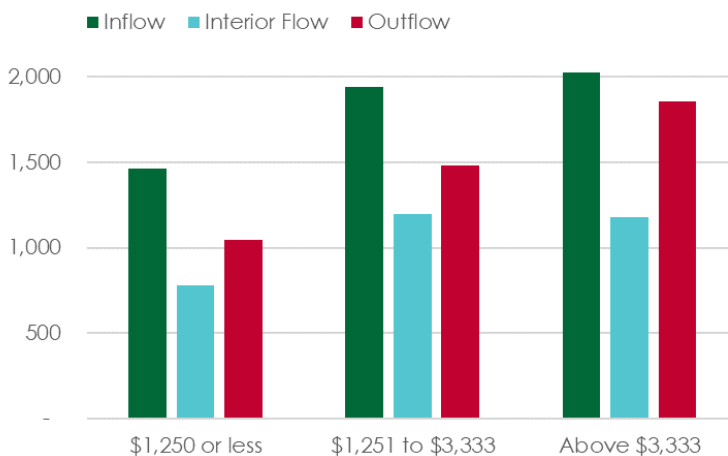
Sources: *ACS 5-Year C24040 Estimates, 2018*; *BERK, 2021*.

Overall, there is a balance of lower, moderate, and higher wage jobs across commuters and workers who live in the city. This balance of earning levels between those who commute into and out of the city suggests that Ellensburg is a desirable location to live and to work, and that the housing market is meeting the needs of some – but not all – of the local employment base. See Figure XX below.

The Census tracks workers commuting in, out, and within cities by income categories. Their lowest income category, \$1,250 or less per month, earn \$15,000 or less per year which in Washington equates to a part-time minimum wage earner. The middle category of earnings tracked in Longitudinal Employer-Household Dynamics (LEHD) data, a project of the Center for Economic Studies at the U.S. Census Bureau, earns between \$1,251 and \$3,333 per month which corresponds with \$15,000 - \$40,000 in annual earnings. In Kittitas County, this reflects expected earnings for someone who works in food service, a retail salesperson, or a childcare worker. Employees earning more than \$3,333 per month (or \$40,000 per year) are the higher earning group being tracked. This is likely to include many of the university and healthcare employees found in Ellensburg.¹

There is a balance of income levels across Ellensburg's employment groups: workers who commute into the city, residents who commute out of the city, and residents who work within the city. Communities with housing that serves higher-income residents but employment in service sectors and lower paying jobs will find outflow workers with high incomes, inflow workers with low incomes, and very little interior flow employment. The relative balance in Ellensburg suggests that the city is regionally attractive both as a place to live and as a place to work. Ellensburg could be doing more, however, to capture additional proportions of its workforce within its resident base.

Figure XX: Count of Workers by Monthly Earnings, 2018



Sources: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2018; BERK, 2021.

¹ BLS estimates for earnings by occupation in Eastern Washington, 2018.

Key to any economy is having an available and qualified workforce to meet the needs of business. People with jobs, people looking for jobs and businesses seeking employees make up labor market. An important aspect of the labor market is the contribution made by the unique skills and abilities of all types of people. Ellensburg is fortunate to be the home of Central Washington University where labor talents can be changed and enhanced through education or training, making the labor force an evolving talent pool from which businesses hire. Using skills effectively and training people to meet new demands in the marketplace help make the production process more efficient. In 2021, the workforce may work from a physical location, and remote work is on the rise.

Ellensburg's workforce is well-educated, youthful and growing, with 32% of the workforce in 2018 age 29 or younger, and almost 46% between the ages of 30 and 54. According to Washington State Employment Security's Washington State Wage Report (2019), median hourly wage (2007 to 2019) increased by 4.9% in Kittitas County – second in the state behind Columbia County at 6.3% gain.

Economic developers play a critical role in how Ellensburg's workforce develops and can affect change through economic opportunity and transformation - like fostering the success of minority small businesses and supporting a talent pipeline that marginalized communities advance within their career paths. More information on Ellensburg's changing demographics, is provided in the Diversity, Equity and Inclusion Element.

~~The growth in metropolitan areas near Ellensburg—King County in particular—is changing our community's economic position. The US Census Bureau named Kittitas County the 10th fastest growing county by percentage in the United States in 2015 to 2016 with a 4.2 percent growth rate. Kittitas County was the only county in Washington on the list. The same report cited the City as the third fastest growing micropolitan area in the country.~~

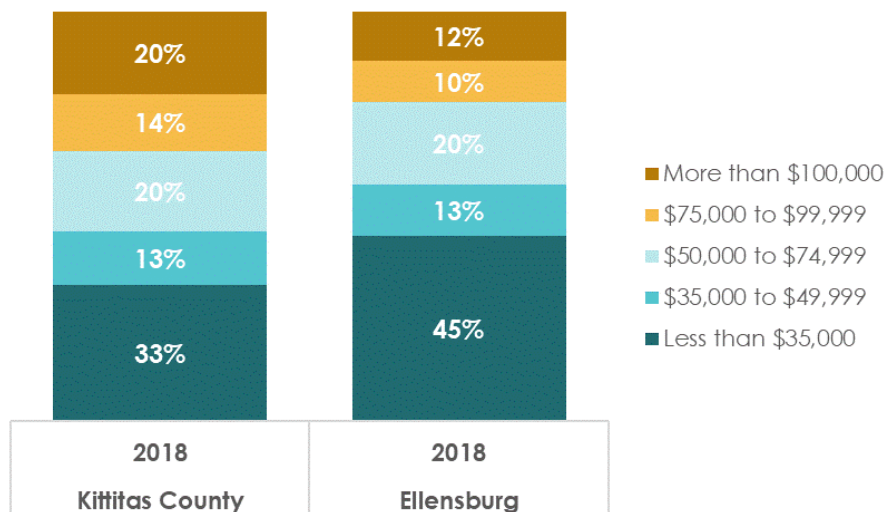
~~Transportation congestion and high home prices in urban areas are pushing people into rural Kittitas County for a more relaxed and affordable place to live. The lack of congestion makes commuting to work a reasonable alternative to living and working in urban areas. An increasing number of residents are commuting to Yakima County and, in particular, to the greater Puget Sound region for employment opportunities. According to the 2016 Kittitas County Population Projection Review and Analysis, in 2013 46 percent of working Kittitas County residents worked outside of Kittitas County, with 16 percent of those commuting or telecommuting to King County.~~

Household Income [Existing content moved from different location]

In ~~2015~~2018, the median income for households residing in the City of Ellensburg ~~is~~was \$28,341 ~~\$40,126~~. Household incomes in Ellensburg are lower than in Kittitas County overall.

however this data is skewed likely influenced by part-time residence of the students population. Almost half (45%) of Ellensburg residents have an income of less than \$35,000 per year compared to just one-third in Kittitas County who have an income of less than \$35,000 per year. This income category is likely to include many of Ellensburg's college students, who comprise 50 percent of the population who may have little or no personal income. Among only family households, the median income in 2014 is \$60,650. Ellensburg's median family household income is about 85 percent of the median income of Washington State, and about 96 percent of the median income of Kittitas County. Family households in Ellensburg have a median income of \$66,712, which is 8% less than the Kittitas County median family income of \$72,713.

Figure XX: Ellensburg and Kittitas County Household Income Brackets, 2018.



Sources: ACS 5-year DP03 estimates, 2018; BERK, 2021.

Table 2 compares the demographics and family household income of Ellensburg with Kittitas County, and with Washington State.

Table 1. Demographics and Household Income

	Ellensburg	Kittitas County	Washington State
2016 population	19,310	43,710	7,183,700
Median age	23.7	33.0	37.4
Labor force population (age 18-64), percent of total	77%	68%	77%
65 years and over, percent of total population	9.2%	14.1%	13.6%
Median family household income	\$60,650	\$65,103	\$73,039

Washington Office of Financial Management, United States Census, American Community Survey 5-Year Estimates, 2010-2014 and 2011-2015

The median age in Ellensburg and Kittitas County also are ~~skewed~~ impacted by the large population of college students. During ~~spring 2017~~ Fall 2019, there were over ~~9,600~~ 9,300 students attending university on-campus in Ellensburg, ~~or about which is close~~ to half of the population of Ellensburg, and a quarter of the population of Kittitas County.

~~Currently about 14~~ In 2019 16.9 percent of Kittitas County's population is 65 years and over, compared to the state at 15.9%². Washington State Office of Financial Management demographers project that this population share will increase to about 20 percent by 2030, as today's baby boomers enter their 70s and 80s. As the center for medical and other services, Ellensburg could expect to see growth in residents 65 years and over, and an increase in demand for services and senior and/or assisted living facilities.

Economic Sectors

The following is a brief synopsis of the economic drivers in the City of Ellensburg. More information on each of these drivers, as it pertains to land use, is provided in the Land Use Element.



Commercial and Industrial

Ellensburg's early industrial development developed along the railroad tracks west of downtown. Over time, land use designations and zoning patterns have continued this pattern, with the bulk of Ellensburg's industrial land located along a narrow strip paralleling the Burlington Northern Santa Fe (BNSF) railroad tracks. Most of this land is in the 100-year floodplain. Commercial and industrial development has expanded along Dolarway Road to connect to area

surrounding the west I-90 freeway interchange. Additionally, the northernmost portion of Ellensburg's UGA surrounding the Bowers Field Airport is designated for light industrial use. In order to attract and accommodate innovation and family-wage jobs, more light industrial uses in a variety of existing zones, along with innovative ideas to mitigate industrial development in floodplain areas, may help to accommodate and attract new businesses to the Ellensburg area.

~~A 2016 Downtown Market Study and Economic Development Plan indicates that local shoppers are traveling outside of Ellensburg to purchase daily goods and services. The nearest large~~

² Washington State Employment Security Department, U.S. Census Bureau Quick Facts

~~commercial center is Yakima, 35 miles to the south, which is a popular destination for various kinds of retail shopping.~~

Three key highways meet at Ellensburg. Interstate 90 is the state's primary east-west route; Interstate 82 carries traffic through south central Washington to population centers in Yakima and the Tri Cities. State Route 97 moves traffic north to Wenatchee. These highway interchanges, provide substantial opportunity for commercial development. The south interchange at Canyon Road is currently the more developed of the two existing interchange areas, offering lodging, dining, and gasoline sales. The west (I-90/SR 97) interchange provides similar services, but not at the same intensity. Both interchange areas have been identified for regional retail commercial development, at a scale that serves the City of Ellensburg, as well as the surrounding region. As new development of big-box stores and shopping centers slows on a national level, however, a variety of commercial and public-service uses for these sites are being explored.

Historic Downtown-Commercial Ellensburg

The development of commercial activity outside the downtown core has distributed business activity beyond traditional areas. The community's passion for downtown Ellensburg is evident, however, in its commitment to preserving historic buildings while staying on the cutting edge of reuse and revitalization.

As a result, downtown Ellensburg has experienced a renaissance over the last decade with many buildings undergoing restoration; upper floors of long-shuttered historic buildings have opened, expanding residential, commercial, and civic space. The Hotel Windrow, a new boutique hotel, the redevelopment of a downtown city center park, and expansion of residential, artistic, and commercial offerings have added to the high quality of life for Ellensburg's City Center. As a Certified Main Street Community, the thriving downtown is on the National Register of Historic Places, named a Dozen Distinctive Destinations by the National Trust for Historic Preservation in 2007 and a Great American Main Street Award finalist by the National Main Street Center in 2018.



A 2016 Downtown Market Study and Economic Development Plan indicates that local shoppers are traveling outside of Ellensburg to purchase daily goods and services. The nearest large commercial center is Yakima, 35 miles to the south, which is a popular destination for various kinds of retail shopping.

Health Care

Kittitas Valley Healthcare (KVH) operates KVH Hospital and multiple clinics. KVH provides inpatient and outpatient surgical services, critical care, a family birthing center, cardiopulmonary services, laboratory services, and imaging services. The Emergency Department at KVH Hospital is designated as a Level IV trauma service by the State of Washington Department of Health and is staffed 24-hours-a-day by an emergency physician.



KVH is the second largest employer in Ellensburg, with about ~~600~~ 677 employees in Ellensburg. The hospital is working on a new campus master plan that will expand the footprint of the campus. In anticipation of the projected growth in Ellensburg's 65 or older population, KVH is expected to remain a key part of Ellensburg's economic growth over the next 20 years.

Education



Central Washington University

Central Washington University is an important and vital force in the community. CWU's campus occupies more than 380 acres and employees about ~~1,800~~ 1,500 people. ~~In spring 2017 the Ellensburg campus enrollment was about 9,600 students. Over the past decade, enrollment has averaged around 10,000 students in Ellensburg.~~ The \$113 million annual payroll supports retail, housing and entertainment businesses; CWU spends nearly \$15

million in the area with vendors for everything from catering to furniture. Construction spending of nearly \$500 million since 2010 has supported employment throughout the region and built one of the most beautiful and modern campuses in the state.

The Central Washington University Strategic Plan calls for continued public service and community engagement, with emphasis on ~~the level of collaboration between the University and local~~ with regional communities to contribute to the education, social, and economic progress of Washington communities.



Tourism

Ellensburg tourism offers year round events such as Dachshunds on Parade, Jazz in the Valley, Buskers in the Burg, WinterHop Brewfest, and First Friday Artwalks providing entertainment for thousands of locals and visitors. Many of these events are held in the historic city center, with Central Washington University also offering a full calendar of music, conferences and sports related activities. Outdoor recreation, conferences, and youth sports all provide growth potential

for the local tourism industry.

Lodging tax ~~continues to grow with 2018 recording \$562,000 and 2019 expected to edge towards \$600,000~~ revenues were on the rise prior to the COVID pandemic, with revenues increasing from \$574,000 in 2018 to \$591,000 in 2019 before dropping to \$361,000 in 2020. This decrease is attributed to the COVID pandemic and is expected to regain previous levels. These funds benefit the community in a number of ways through increased tourism, event and project grants, and capital improvements for civil facilities and parks.

Ellensburg is home of the Kittitas County Event Center which hosts the Kittitas County Fair and Ellensburg Rodeo. The Fair and Rodeo is held each Labor Day weekend and the rodeo is continuously ranked in the top 10 rodeos in the nation with over 25,000 visitors attending from outside the community.

The Event Center is located on 21 acres adjacent to the City's eastern-most residential areas. The Event Center hosts more than 1,500 events throughout the year for community organizations, trade shows, expositions, equestrian and livestock events, and other special events. The Center includes conference and event spaces, an indoor arena, stock pens, barns, RV hookups, and on-site parking.

With some structures built more than 90 years ago, the Kittitas Valley Event Center is listed on both the Washington State and National Register of Historic Places, offering both cultural and economic opportunities for Ellensburg and the surrounding region.

Technology

While the technology sector is not yet a significant portion of Ellensburg's current economy there is a drive to grow this sector of Ellensburg's economy. The technology sector tends to offer well-paying jobs and is attracted to good schools, high quality of life, and recreational amenities. Ellensburg embodies these characteristics while offering the City of Ellensburg's growing telecommunications utility (see Capital Facilities and Utilities chapter) as well as a close

proximity to Seattle, one of the top tech hubs in the nation. Construction of a \$64 million computer science facility at CWU along with programming through the Departments of Information Technology Administrative Management (ITAM) and Computer Sciences, the technology industry is an area of focus for future economic expansion.

Arts and Culture

~~The arts~~ Arts and culture play an important role in Ellensburg's ~~the~~ economy. ~~in~~ Ellensburg is home to many artists, designers, creative entrepreneurs, and art nonprofits that may be classified under other categories of business activity. Nonprofit arts organizations serve as regular economic contributors to the tourism and job base. For example, the Laughing Horse Foundation is a fiscal sponsor for seven performing arts organizations such as Jazz in the Valley and the Ellensburg Film Festival. Central Washington University is home to the top academic music program on the West Coast. In addition to sponsoring remarkable student performances, the department brings in world class musicians throughout the year. An expansive campus sculpture collection and degree programs in art and theatre add to the richness of the Ellensburg arts community.

In 2016, the City Council designated 10 percent of construction sales tax revenue to community art, with an annual floor of \$25,000 and a ceiling of \$50,000. As stewards of these funds, the Ellensburg Arts Commission develops strategies, procedures, and goals that reflect the best usage to further the impact of art on the community. Events such as First Friday Art Walk, Jazz in the Valley, and Buskers in the Burg generate income for artists and businesses annually. Collectively, these efforts spur economic activity and support a rich quality of life.

Infrastructure

The International Economic Development Council (IEDC) is a non-profit, non-partisan membership organization serving economic developers. With more than 5,000 members, IEDC is the largest organization of its kind. Annually, IEDC performs a survey of primarily members to identify the state of economic development globally. The IEDC 2017 survey echoes the top two factors impacting business site selection decisions are labor/workforce (50%) and adequate infrastructure (30%). Respondents to the 2017 survey included economic development representatives from communities with a population of less than 50,000 (over 30%).

In 2017, CNBC ranks Washington State first in the CNBC “Best States for Businesses” poll, based on the following criteria:

- Workforce (425 pts)
- Infrastructure (400 pts)
- Cost of Doing Business (350 pts)
- Economy (300 pts)
- Quality of Life (300 pts)
- Technology and Innovation (225 pts)

- Education (200 pts)
- Business Friendliness (150 pts)
- Access to Capital (100 pts)
- Cost of Living (50 pts)

What we currently have

Ellensburg's location at the intersection of two interstate freeways – I-90 and I-82. The Burlington Northern Santa Fe Railroad has eight eastbound freight trains each day. Passenger service is not currently offered, however the regional chapter of All Aboard is mobilizing interest and resources aimed at establishing a passenger service route that includes Ellensburg.

The Kittitas County Airport (Bowers Field) is a public use general aviation airport owned by Kittitas County, located two miles north of the City of Ellensburg and 3 miles from the nearest I-90 exit.

There is one runway, 11-29, which is 4,300 feet long and 150 feet wide and has transmitter-activated lights, from sunset to sunrise, is equipped at the "29" end with runway end identifier lights (REILS), and Precision Approach Path Indicator (PAPI).

Bowers Field has two fixed operators (FBO) for the airport providing for aircraft maintenance, instruction, and support services. The airport serves single-engine, twin-engine and turboprop aircrafts. There is no scheduled flight service.

Eighty acres of the 1,240 airport property is zoned for an industrial park or commercial development. Developers would lease land from the airport and build to suit their own facility. The airport currently has twelve county-owned t-hangar rentals, a fueling facility, 20,000 sq. ft main hangar, 10 private t-hangars and ground leases. The nearest available commercial services are found in Yakima, WA, at the McAllister Field.

What We Need

The 2020 pandemic has elevated the importance of broadband in the workplace, at school and home. The International Economic Development Council (IEDC) states what businesses are looking for most when siting a facility is infrastructure and workforce. Included in the infrastructure category is broadband. As site location professionals and businesses visit Ellensburg with intent to locate here, one of their first questions is 'How is your broadband'? CenterFuse, Ellensburg's Business Development Authority, completed a broadband feasibility study in 2021. The findings of the broadband study, current and planned actions all focus on meeting or exceeding the Washington State Broadband Office's target for all Washington residents to be 150 Mbps synchronously by 2028.

The direction of Ellensburg as it relates to broadband includes

- Ensure high-speed internet is available for businesses to start, grow and thrive.
- Target Ellensburg's light industrial zones as a priority for high-speed internet using fiber technology.
- Support fiber technology and high-speed internet services to all addresses in the downtown core.

Housing, particularly affordable housing, is also a key need. The Washington State 2020 Population Report states that total housing units in Ellensburg increased by almost 13% between April 1, 2010 and April 1, 2020. Attracting new business to Ellensburg means population growth. The City's 2021 Housing Action Plan identifies strategies for meeting the housing needs of the growing population. More information on Ellensburg's housing is provided in the Housing Chapter.

Partnerships and Resources

Opportunity Zones

Both industrial and downtown retail areas lie largely within "Opportunity Zones," a new community development program established by Congress in the Tax Cuts and Jobs Act of 2017. The zones are intended to encourage long-term investments in low-income urban and rural communities nationwide. The Opportunity Zones program provides a tax incentive for investors to re-invest their unrealized capital gains into Qualified Opportunity Funds (QOF) that are dedicated to investing into Opportunity Zones designated by each state.

Ellensburg's two, Opportunity Zones comprise more than 6,120 acres. Of that, 22 percent is designated for commercial or industrial use; 2,540 acres of vacant land are ready for development.

- Census tract 5303797-5600 includes portions of Central Washington University, the Historic District and Main Street to I-90. The tract includes the city's warehouse district and is bisected by the BNSF railroad line. Sixty percent of the tract lies within the incorporated city, with the remaining 40 percent within the Urban Growth Area. This tract comprises over 2,000 acres with 44 percent designated as areas that are development-ready with direct access to Interstate 90, rail, and city utilities. Zoning allows for a broad mix of developments: Residential Suburban, Central Commercial, Commercial Highway, Central Commercial II and Light Industrial.
- Census tract 5303797-5500 lies north and west of tract 5600. It runs in a southeast-northwest direction with I-90 as the southwestern border and the Iron Horse trail acting as the northeastern border. Fifty percent of the tract lies within the incorporated city or Urban Growth Area, with the remaining sited on county land. Zoning allows for diverse applications: Light Industrial, Commercial Highway, Urban Residential, General Commercial, Residential Suburban, Residential Office and Commercial Tourist.

Foreign Trade Zones

In 2010, the Port of Moses Lake established a 90-mile radius of a Foreign Trade Zone (FTZ) that included all of Kittitas County. A FTZ allows companies to store goods duty-free, delay tax and customs payments, and lower inventory costs. By establishing a FTZ, companies compete more efficiently and cost effectively in the marketplace. Merchandise may be moved into these zones for operations, including storage, exhibition, assembly, manufacturing, and processing. The standard customs entry procedures and payments of duties are not required on the foreign merchandise unless and until it enters the US Custom's territory, at which point the importer generally has the choice of paying duties at the rate of either the original foreign materials or the finished product. Domestic goods moved into the zone for export may be considered exported upon admission to the zone for purposes of excise tax rebates and drawback. CenterFuse and Kittitas County Chamber of Commerce are developing tactics to encourage businesses to utilize this benefit.

Business Development

Many organizations throughout Ellensburg work to build the economy and enhance the community's quality of life. Three organizations in particular are directly involved in business development in Ellensburg.

The Ellensburg Business Development Authority (EBDA) dba CenterFuse, is a Public Development Authority, authorized by RCW 35.21.730 and created by the City of Ellensburg in 1994. In 2017, the functions of the EBDA were brought back into City government after being contracted out for many years. CenterFuse recruits, supports, and connects businesses with the resources they need to start, grow, and prosper.

The Kittitas County Chamber of Commerce partners with CenterFuse on business development, in addition to overseeing tourism, events, and services as the ~~designated County County~~ designated Associated Development Organization (ADO).

The Ellensburg Downtown Association is a Certified Main Street Organization through the Washington Main Street Program and the Department of Archeology and Historic Preservation and follows the designed Main Street Approach for downtown revitalization.

Trends

Using the Leading, Slipping, Gaining and Lagging approach, the Washington Regional Economic Analysis Project can gauge and compare the real total industry earnings growth of Washington's 39 counties over the latest available year (2019) against the backdrop of their growth over the long-term period (2010-2019). In so doing growth and performance may be classified into 4 broad categories: *Leading, Slipping, Gaining and Lagging*. Ellensburg is an economic engine in Kittitas County, and data at the city level is rolled into the county data.

Kittitas County's real total industry earnings growth rate of **3.59%** trailed the statewide overall average of **4.18%** over 2010-2019, and its **3.17%** growth rate also trailed Washington's statewide average of **5.07%** over 2019. Accordingly, Kittitas County is among the thirty-one counties classified as "*Lagging*" in that its real total industry earnings growth recorded below the Washington average in 2019 and its longer-term average also posted below that of the average statewide over 2010-2019.

Long term, thirty-one counties whose average annual real total industry earnings growth rate fell under the statewide average both long-term (**4.18%**) and near-term (**5.07%**) which designated them as 'lagging'.

Mobility

The Washington State 2020 Population report notes that Kittitas was the fastest-growing county between 2019 and 2020, with 3.4% growth, followed by Clark, Douglas, and Franklin at 2.2%. In 2020, 20 counties experienced growth exceeding 1.0%, with 7 of these being non-metropolitan counties.

Household income [Moved to new location]

In 2015, the median income for households residing in the City of Ellensburg is \$28,341, however this data is skewed by part-time residence of students, who comprise 50 percent of the population who may have little or no personal income. Among only family households, the median income in 2014 is \$60,650. Ellensburg's median family household income is about 85 percent of the median income of Washington State, and about 96 percent of the median income of Kittitas County.

Table 2 compares the demographics and family household income of Ellensburg with Kittitas County, and with Washington State.

Table 2. Demographics and Household Income

	Ellensburg	Kittitas County	Washington State
2016 population	19,310	43,710	7,183,700
Median age	23.7	33.0	37.4
Labor force population (age 18-64), percent of total	77%	68%	77%
65 years and over, percent of total population	9.2%	14.1%	13.6%
Median family household income	\$60,650	\$65,103	\$73,039

Washington Office of Financial Management, United States Census, American Community Survey 5-Year Estimates, 2010-2014 and 2011-2015

The median age in Ellensburg and Kittitas County also are skewed by the large population of college students. During spring 2017, there were over 9,600 students attending university on

campus in Ellensburg, or about half of the population of Ellensburg, and a quarter of the population of Kittitas County.

Currently about 14 percent of Kittitas County's population is 65 years and over. Washington State Office of Financial Management demographers project that this population share will increase to about 20 percent by 2030, as today's baby boomers enter their 70s and 80s. As the center for medical and other services, Ellensburg could expect to see growth in residents 65 years and over, and an increase in demand for services and senior and/or assisted living facilities.

Employment

In Kittitas County employment grew at a rate of 2.5 percent between 2000 and 2008. The County suffered job losses during the recession beginning in 2009, and since then job growth has been stagnant or slow. In 2014, county employment finally surpassed the 2008 peak. During the entire period of 2000–2014, county employment grew at an average annual rate of 1.4 percent. The employment sectors with the highest growth between 2000 and 2014 were professional and business services, and the leisure and hospitality sectors. The Washington State Employment Security Department has projected that these two sectors, and Education and Health Services, will experience the highest growth rates over the next several years. Many of Ellensburg's top employers are in these sectors.

Ellensburg's annual employment growth rate of 0.7 percent, between 2002 and 2013, was slower than the countywide employment growth. Between 2013 and 2014, there was an 8 percent decline in the total number of workers in Ellensburg.

Between 2002 and 2014 there has been a slow decline in the number of Ellensburg residents who work in Kittitas County, and a steady increase in the number of Ellensburg residents who work outside Kittitas County. In 2014, the counties where the greatest shares of Ellensburg residents worked were Kittitas (53 percent), King (14 percent), and Yakima (9 percent).

Table 3. Kittitas County Employment and Growth Rates by Sector

Employment sector	09/2015 employment	Average annual growth rate		ESD projected annual growth rate	
		2000–2014	09/2014– 09/2015*	2013–2018	2018–2023
Goods producing	1,510	0.91%	0.00%	-	-
Trade, transportation, utilities	2,500	0.12%	5.00%	1.37%	0.95%
Information & financial activities	730	2.41%	5.80%	0.00%	0.43%
Professional & business services	680	2.73%	17.20%	1.39%	2.23%
Leisure and hospitality	3,210	2.52%	22.10%	2.07%	1.38%
Private education & health services	1,450	2.04%	3.60%	3.59%	1.89%

State & local government	6,340	1.61%	17.00%	1.29%	1.21%
Federal government	180	-1.78%	12.50%	-1.28%	0.00%

*At the time of data analysis ESD had not released seasonally adjusted 2015 employment counts that are comparable to the 2009-2014 data. Therefore, growth rates are calculated separately for this one year period.

Source: Washington State Employment Security Department, Labor Market and Performance Analysis, 2015.

Employment Forecasts

The employment target is the amount of job growth the jurisdiction should plan to accommodate during the 2017-2037 planning period. In the 2017 Comprehensive Plan periodic update, Ellensburg's identified the employment target for this period is 6,998 additional jobs.

The Kittitas County Conference of Governments 2016 countywide employment projection is a 2 percent average annual growth rate; with 80 percent of employment growth projected to occur in incorporated areas and their Urban Growth Areas, and 20 percent projected to occur in rural areas outside of Urban Growth Areas. The allocation method is based on current shares of employment growth by sector based on each incorporated areas baseline (2013) share of total employment in that sector. See *Table 4* below. For additional detail on employment forecasts please see the Community Profile and Land Use chapters.

Table 4. City of Ellensburg and Urban Growth Area Employment Allocation

Jurisdiction	2015 Employment	20 year employment allocation	2037 Employment
Ellensburg	11,490	6,998	18,488
Total	19,362	11,155	30,517

Estimated employment in 2015 for Ellensburg and its urban growth area ~~is~~was approximately 11,490 jobs, which equated to about 1.4 jobs per household, and about 59 percent of jobs countywide. Between 2002 and 2013 Ellensburg experienced about 29 percent of the countywide employment growth.

The 20-year employment allocation for the City of Ellensburg would result in a total of 18,488 jobs, and about 1.3 jobs per household. The employment allocation is based upon Ellensburg and each of the incorporated areas in Kittitas County maintaining their current share of employment. Population was allocated using a similar method, and therefore projects that jobs per household would also be maintained over the next 20 years.

Based on a countywide land capacity analysis the employment allocation is within what Ellensburg can accommodate, based on the current zoning and land use regulations. The Land Use chapter contains descriptions and locations of future land use designations that will accommodate employment in the form of mixed use areas, neighborhood commercial activities, regional commercial uses, and industrial areas.

Business resiliency

The COVID-19 pandemic of 2020 (and ongoing) has forever changed the landscape for residents and businesses in Ellensburg; changed in both positive and negative ways. How businesses operate is now different and will continue to be in the future. While sales tax revenue has remained strong during the pandemic, businesses have found the pandemic to be both a struggle and an opportunity to rethink how they serve customers.

The impact on jobs is uneven across sectors, partly because some adapted to social distancing measures while others could not. Consumer preferences also changed. For instance, fewer households went took vacations and many spent more on home renovation projects. This hurt the recreation and accommodation sectors but was a boon to retail trade and construction. Aggregate, individual decisions such as this combined to alter consumer preferences for goods and services, and impacted workers in those industries. Five sectors fully recovered: construction, information, retail trade, professional, scientific and technical services, and health services and social assistance. The three sectors that lost the most jobs are: accommodation and food services, government and retail trade. Out of that group, the accommodation and food services sector lost the most jobs and have only recovered 41% of those jobs. Retail trade recovered more than any other sector by increasing employment by 149% from the darkest days (when employment bottomed out in April/May 2020) of the pandemic. The sector with the lowest jobs recovery percent is manufacturing. This sector continues to shed jobs and employs fewer people in April 2021 than any other point during the pandemic (source: Washington State Office of Finance and Management).

Since spring 2020, the triple challenge of a global pandemic, an economic recession, and a public reckoning over U.S. racial inequity have put economic development organizations under tremendous pressure.

Economic development leaders have had to learn how to serve their communities in new ways, keep their teams motivated, address organizational challenges, and keep stakeholders engaged.

GOALS, POLICIES, & PROGRAMS

These economic development goals, policies, and programs are designed to work with the other elements to help stimulate economic growth and focus on areas that take into account Ellensburg's unique characteristics and opportunities for growth.

Goal ED-1: Strengthen city partnerships and resources to support economic opportunities.

Policy A	Continue to implement and regularly update a strategic economic development plan with representatives from the following sectors: industrial, transportation, agriculture, tourism, healthcare, and education.
<i>Program 1</i>	Coordinate with economic development groups to recruit new <u>and diverse</u> businesses.
<i>Program 2</i>	Strengthen collaboration among the business community, economic development stakeholders, Central Washington University, healthcare organizations, local government, tourism organizations, and other higher education organizations.
<i>Program 3</i>	Partner with local organizations to <u>encourage a diverse workforce and</u> establish training, funding, and business development opportunities for small businesses.
<i>Program 4</i>	Develop, refine, and implement economic monitoring to help advance the City's economic development policies and programs.
<i>Program 5</i>	Ensure strong partnership with local school district to encourage enhanced K-12 educational opportunities.
<i>Program 6</i>	Support programs that increase availability of affordable housing and public transportation.
<i>Program 7</i>	Support efforts to continue the I-90 Snoqualmie Pass East project beyond Easton to Cle Elum, and ultimately to Ellensburg, to address safety, freight and business mobility, and other issues related to chronic traffic congestion.
Policy B	Integrate economic strategies into community planning activities.
<i>Program 1</i>	When evaluating future locations for particular land use districts and zoning designations, consider local and regional market needs (i.e. trip counts, visibility, etc.) of the types of businesses likely to locate in those areas.

- Program 2* Direct capital improvements to key areas to create a sense of place, and grow and attract businesses.

Goal ED-2: Stimulate and diversify Ellensburg's economy.

- Policy A** Encourage growth that will provide goods and services that will meet the diversity of needs of ~~to~~ the local and regional community.

- Program 1* Market to a variety of diverse businesses – both large and small – that provide goods and services to local and regional populations.

- Program 2* Promote economic activity ~~to that~~ diversifies sources of revenue, and which expands and diversifies the employment base.

- Policy B** Promote the retention and expansion of existing businesses as well as the development of new businesses.

- Program 1* Solicit comments and feedback from local businesses on things that the City could change to better support local businesses.

- Program 2* Establish incentives and development flexibility to retain existing businesses, attract new businesses, and encourage quality development.

- Program 3* Partner with economic development groups to inventory and share information regarding vacant building and lot space.

- Program 4* Promote development of vacant lots and infill development within Ellensburg's urban core.

- Program 5* Continue to provide high quality and cost efficient city services and facilities, and promote these as one of Ellensburg's economic development assets.

- Program 6* Identify segments of existing businesses and develop strategies and programs to remove barriers for growth and expansion.

- Program 7* Expand City telecommunications utility infrastructure and service areas to meet business needs for retention, expansion, relocation, and formation.

- ~~*Program 78*~~ Identify opportunities for innovation through residents and Central Washington University to open avenues for new business start-ups and foster their development.

- ~~*Program 89*~~ Utilizing the community's assets of location, workforce and quality of life, develop and launch a pro-active business recruitment strategy that directly

itches the City as a place to do business to outside community prospects for relocation or expansion of additional locations.

Program 910 Market the Opportunity Zones and work with the Port of Moses Lake to identify existing businesses that could take advantage of Kittitas County's *Foreign Trade Zone status and development marketing strategies to promote and utilize status for new development.*

Policy C **Develop and maintain an effective and predictable regulatory environment, which encourages participation and is accessible to all members of the community.**

Program 1 Provide efficient, predictable, and customer-service oriented permitting processes.

Program 2 Consider streamlining permitting by establishing a one-stop permit center for all permits.

Program 3 Encourage the use of the pre-application process as a means of identifying potential obstacles to the development of a particular site.

Program 4 Establish predictable processing times and consistent review processes, and post timelines on the City's website.

Program 5 Work with EBDA to create "How To" guide for new businesses, investors, and developers to work with the city on new business creation, land development, and building redevelopment

Policy D **Encourage development of light industrial uses within the City of Ellensburg.**

Program 1 Develop City-owned property off Dolarway Road for a light industrial park.

Program 2 Continue to partner with Kittitas County on development of the Kittitas County Industrial Park at the airport.

Program 3 Work with EBDA to identify strategic locations for light industrial land use and zoning changes to encourage innovation and job creation.

Program 4 Analyze effectiveness of City-owned business incubator and create action plan to readdress its usage or sell the property to EBDA for redevelopment or sale.

Program 5 Offer city broadband fiber telecommunications utility service to all properties within the Light Industrial (L-I) zones.

Goal ED-3 Grow and sustain a qualified and diverse workforce.

- Policy A** **Coordinate with local high schools, higher education institutions, workforce development, vocational rehabilitation, and local businesses to train a workforce that is prepared for emerging job markets.**
- Program 1* Consider public/private sponsorship of entrepreneurial education.
- Program 2* Encourage organizational partnerships that focus resources toward increasing the employability of all citizens.
- Program 3* Educate businesses on how to utilize area educational institutions to engage student internship programs, encourage local innovation opportunities, and create technical training programs to support construction and industry.
- Program 4* Diversify and expand the city's job base, with focus on attracting living-wage jobs, to allow people to work and live in the community.

Goal ED-4 Emphasize economic development of downtown as an economic, tourist, retail, art and cultural, and event destination.

- Policy A** **Promote access from Interstate 90 and create a desire to stop within the central business area of Ellensburg.**
- Program 1* Establish land uses that recognize Canyon Road, Main Street, University Way, Vantage Highway, and Dolarway as entrances to our city.
- Program 2* Expand and enhance the wayfinding system to local businesses, city parking, tourist facilities and attractions, and pedestrian paths.
- Program 3* Encourage and support cultural activities and the arts and recognize their contributions to the local economy.
- Program 4* Partner with the Kittitas County Chamber of Commerce and the Ellensburg Downtown Association to develop incubators and incentives for development in the downtown area.
- Program 5* Work with the EBDA to identify key buildings for development of technology and creative sector jobs.
- Program 6* Work with Arts Commission to produce a cultural assessment and develop downtown as an ArtsWA Certified Creative District.
- Program 7* Be proactive as to re-evaluating policies and strategies for downtown parking as the downtown evolves, referencing the 2019 Nelson/Nygaard Parking Study.

Policy B **Partner with local organizations to implement the downtown economic development plan.**

Program 1 Encourage mixed uses in the downtown area to support increased commercial and tourist activity, walkability, and housing options.

Program 2 Provide enhanced public gathering places downtown to encourage a sense of place and community.

Program 3 Offer city broadband fiber telecommunications utility services to all addresses in the downtown core.

Goal ED-5 Embrace tourism as an economic development tool.

Policy A **Market Ellensburg's tourism opportunities by developing a marketing strategy to address all tourism segments.**

Program 1 Advertise to targeted interests at the regional, national, and international level.

Program 2 Keep detailed and updated content management platforms such as websites and mobile applications.

Program 3 Support visitor information centers and kiosks.

Program 4 Explore future development of visitor information services near freeway interchanges.

Program 5 Promote Ellensburg's role as a destination to regional recreation and cultural activities.

Program 6 Support destination marketing organizations through lodging tax funds.

Policy B **Market Ellensburg's central location for conventions, business meetings, sports tournaments, cultural events, and other activities.**

Program 1 Inventory and manage data about where regional tourism-based enterprises can meet and use community spaces and resources.

Program 2 Coordinate and promote a central website for public/private regional facilities.

Program 3 Provide a consistent level of reliable public transportation between public and private local facilities and accommodations.

Program 4 Leverage lodging tax funding to support events and promotions and development of government-owned facilities and parks for tourism-related markets.

Policy C Support and expand opportunities for tourism based investments.

Program 1 Identify appropriate zoning districts to allow for short-term rental properties.

Program 2 Identify appropriate zoning districts to allow for ancillary tourism activities.

Goal ED-6 Foster economic development through promoting energy efficiencies and use of renewable energy.

*Policies and programs on renewable energy and promotion of energy efficiencies are addressed in the Capital Facilities and Utilities chapter.

ACTION ITEMS

Airport master plan implementation

Collaborate with Kittitas County to ensure the implementation of the airport's master plan contributes to the overall economic growth in the region, and that Ellensburg's land use plans are compatible with continuing airport and airport-related uses.

Economic development vision and strategic plan

Collaborate with local economic development organizations to prepare an economic development vision and strategy for Ellensburg, which identifies the types of land use designations and the relative priorities of capital investment, such as telecommunications infrastructure necessary to foster economic development and promote living wage jobs in Ellensburg.

Increase usable industrially-zoned property

Review the industrial land inventory and identify and implement steps within the City's control to make more light industrial land available in less constrained areas.

Kittitas Valley Event Center Master Plan

Encourage an updated long-term plan for the Kittitas Valley Event Center in order to facilitate long-term growth and best land use. Collaborate with the Kittitas Valley Event Center as a major cultural site and economic generator in Ellensburg.

Streamline/automate permitting process

Review land use permitting processes and make adjustments as necessary to streamline approval processes while still ensuring projects enhance Ellensburg's economic vitality and community character.

POLICY CONNECTIONS

Policies and programs that address energy efficiencies and renewable energy are addressed in the **Capital Facilities and Utilities** and **Environment** chapter.

The **Transportation** and **Capital Facilities and Utilities** chapters address policies and programs regarding the development of infrastructure for economic development including roadways, transit facilities, and telecommunications.

Goals, policies, and programs that address commercial and industrial land use designations are addressed in the **Land Use** chapter.

Policies and programs that address affordable and diverse housing options are in the **Housing** chapter.

The Diversity, Equity, and Inclusion chapter includes policies and programs that are in support of promoting a welcoming and inclusive community that is ideal for economic growth and development.

Blended Residential Neighborhood to General Commercial & Services



10/18/2021, 9:52:07 AM

Urban Growth Area

City Limits

Future Land Use Designations

Residential neighborhood

Blended residential neighborhood

Urban neighborhood

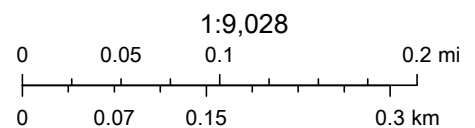
Community mixed use

Neighborhood commercial

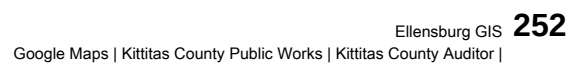
Mixed business park

Light industrial

Parks and open space



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Property owner proposed future land use designations



10/13/2021, 8:34:53 AM

Lines

- Override 1
- Override 2
- Override 3
- - - Urban Growth Area
- - - City Limits

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

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AFFIDAVIT OF PUBLICATION

RECEIVED

JUL 14 2021

State of Washington, County of Kittitas, ss: The undersigned being first duly sworn on oath, deposes and says: That he/she is the representative of The Daily Record, a daily newspaper. That said newspaper is a legal newspaper and has been approved as a legal newspaper by order of the superior court in the County in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published in the English language continually as a newspaper in Ellensburg, Kittitas County, Washington, and it is now and during all of said time printed in an true copy of

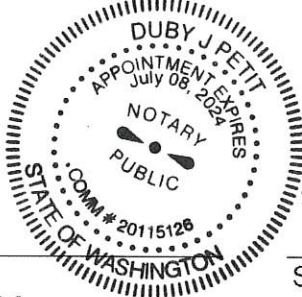
ELLENSBURG, CITY OF - CLERK
N/ANNUAL COMPREHENSIVE PLAN AMENDMENT PR

is published in regular issues (and not in supplement form) of said newspaper once a week for a period of 3 consecutive week(s), commencing on the following days.

06/16/21, 06/22/21, 06/26/21

All dates inclusive and that such newspaper were regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the sum of \$283.80 the rate of \$8.80 per column inch for each insertion.

Subscribed to me this date: 06/29/21



Printed Name
Notary Public in and for
The State of Washington
(SEAL)

Signed Name

Legals

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR KITTITAS COUNTY

IN THE MATTER OF REMOVAL FROM DEDICATION AS CEMETERY TO PROPERTY OWNED BY:

ELLENSBURG LODGE NO. 20
INDEPENDENT ORDER OF ODD FELLOWS, A Washington State Non-Profit Corporation.

Owner/Cemetery Authority

Legals

NO. 21-2-00082-19
NOTICE OF HEARING ON PETITION TO REMOVE PROPERTY FROM CEMETERY DEDICATION

TO THE PUBLIC and all interested parties

PLEASE TAKE NOTICE that a hearing on the PETITION TO REMOVE PROPERTY FROM CEMETERY DEDICATION has been set for July 12, 2021 at 9:00 a.m. in Department 2 of the Kittitas County Superior Court, before the Honorable Judge Candice Hooper located at 205 West Fifth Avenue, Second Floor, Ellensburg, Washington, 98926. Attendance in person or by telephone by calling five minutes prior to hearing (509) 933-8290 and following instructions (meeting ID 025 and if call in is alter host, enter an attendee access code 1234).

PETITIONER, ELLENSBURG LODGE NO. 20 INDEPENDENT ORDER OF ODD FELLOWS, A Washington State Non-Profit Corporation, seeks an order removing the following property from its current designation as cemetery property which is more particularly described as follows:

Parcels 3 and 4 of that certain survey recorded May 1, 2018 in Book 41 of Surveys, at page 134, under Auditor's File No. 201805150007, Records of Kittitas County, Washington. Being portions of Tracts 77 and 96, STATE ADDITION TO THE CITY OF ELLENSBURG, No. 1, as per plat thereof recorded in Book 2 of Plats, page 48, records of Kittitas County, Washington; located in the Northeast Quarter of Section 36, Township 18 North, Range 16 East, W.M., in the County of Kittitas, State of Washington.

as well as Tract 4:

Which is a portion of Tracts 76 and 77, STATE ADDITION TO THE CITY OF ELLENSBURG NO. 1, as per plat thereof recorded in Book 2, page 48, records of Kittitas County, and more particularly being described as that portion of the Southeast Quarter of the Northeast Quarter of Section 36, Township 18 North, Range 16 East, W.M., County of Kittitas, State of Washington, as shown and described on the Record of Survey drawing prepared by Western Pacific Engineering, Inc., dated December 1983.

With the tax parcel numbers and approximate size of each being:

Parcel 3 = 18-18-36077-0075/474134 (5 acres)
Parcel 4 = 18-18-36077-0096/744134 (5 acres)
Tract 4 = 18-18-36077-0107/775536 (1.43 acres).

In addition, as required to be included in this notice, PETITIONER, ELLENSBURG LODGE NO. 20 INDEPENDENT ORDER OF ODD FELLOW, A Washington State Non-Profit Corporation, states that there are no human remains, and no interments have been made, in the portion of the cemetery property sought to be removed from the dedication, pursuant to RCW 68.24.100.

DATED 12th day of June, 2021
LAW OFFICE OF JOHN H. F. UKES

By:
John H.F. Ukles, WSBA# 37246, (509) 925-3193
Attorney for Petitioner, ELLENSBURG LODGE NO. 20 INDEPENDENT ORDER OF ODD FELLOW
P.O. Box 1819, Ellensburg, WA 98926

PUBLISHER: Daily Record: June 18 & 26, 2021 and July 3, 2021 / LEGAL 110272

Legals

Legals

NOTICE OF ANNUAL COMPREHENSIVE PLAN AMENDMENT PROCESS

The City of Ellensburg is currently accepting Comprehensive Plan amendments for the 2021 annual docket cycle. The City's Comprehensive Plan was adopted in 1995, with major updates in 2007 and 2017. The Comprehensive Plan is the City's 20-year plan for guiding future growth and development by articulating the community's vision and reflecting the community's values.

Proposals to amend the Comprehensive Plan may be submitted by any member of the public as well as any member of a City Board or Commission, member of City Council, or City staff, in order to be considered for docketing during the 2021 amendment process proposals must be submitted by June 30, 2021.

City Council will consider all proposed amendments at its regular meeting on July 19, 2021 at 7:00 p.m. At this meeting City Council will determine which proposed amendments are appropriate and ready for consideration during the 2021 annual amendment process.

Please submit proposals in writing to the Community Development Department, 501 North Anderson Street, Ellensburg OR via email to sackett@ci.ellensburg.wa.us. Application forms are located in the Community Development Department or on the city's website under the community development tab <https://ci.ellensburg.wa.us/DocumentCenter/View/12420/Camp-Plan-Amendment-Form?bid=1>

PUBLISHER: Daily Record: Wednesday, June 16, 2021, Tuesday, June 22, 2021 and Saturday June 26, 2021 / LEGAL #: 111679

Ads with a price ALWAYS generate more sales!

Legals

Legals

Regular Board Meetings, Kittitas County PUD Commissioners

ELLENSBURG, WA. The Kittitas PUD Commissioners will have a Regular Board Meeting on June 29th, 2021 at 1:00 p.m. Prior to the Regular Meeting the Commissioners will tour several PUD projects near Cle Elum area with the General Manager.

The Agenda in its entirety can be found at www.kittitaspud.com.

The Regular Board meeting will be held "in-person" in Building B at the District headquarters on Montague Highway and online via Microsoft Teams. If a member of the public wishes to attend virtually, please contact the office at (509) 933-7200 to receive a virtual meeting link.

The purpose of this meeting to discuss outage response, security, the cost-of-service-analysis update, and commerce grant applications status. The meeting will include staff and board reports and other routine District business.

An Executive Session may be called to order per RCW 42.30.110.

PUBLISHER: Daily Record: June 26, 2021 / LEGAL # 114332

Public Notice City of Ellensburg, WA

The Ellensburg City Council will conduct a special meeting on Monday, June 28, 2021, at 6:00 p.m. to 8:00 p.m. for the purpose of holding a study session for Council to discuss the topics of affordable housing policies and procedures for future use of economic development funds, and the status of temporary strategies. No final action will be taken at the meeting and no public comment will be taken.

In-person attendance at public meetings is currently prohibited per the Washington Governor's Proclamation No. 20-28-15, as extended by Senate Concurrent Resolution 8402. The special meeting will be available to livestream on the ECTV Ellensburg channel on YouTube (https://www.youtube.com/channel/UC1yXV9JlOa_RfCot1w_jj8g).

PUBLISHER: Daily Record: June 26, 2021 / LEGAL #: 114864



Sarah Haines hosts "The Chase"

The Equalizer

KIMA KIRO 8:00 p.m.

Queen Latifah stars as Robyn McCall, who uses skills from her mysterious past to help those most in need. In this rebroadcast, McCall helps a desperate woman find her husband before he takes part in an imminent bombing in the city.

Picture Perfect Lies

LIFE 8:00 p.m.

Rachel Collins (Megan Elizabeth Barker) is preparing for her 'Sweet 16.' Excited for her party and the prospect of growing into adulthood, she learns someone has other plans for her, and following a tragic murder, Rachel begins questioning everything.

The Chase

KAPP KOMO 9:00 p.m.

Famous for their overwhelming successes on "Jeopardy," James Holzhauer, Ken Jennings and Brad Rutter star as Chasers in this fun adaptation of the British game show. Sara Haines hosts as teams of three try to beat the trivia masters at their own game.

SUNDAY MORNING JUNE 27, 2021

	6 AM	6:30	7 AM	7:30	8 AM	8:30	9 AM	9:30	10 AM	10:30	11 AM	11:30
KAPP	42:35 Matter	Mass	Good Sunday	This Week	Good News	Horse	Press	WKC Highlight	NHRA Drag			
KCYU	41:11 Paid	WJ 10	News Sunday	HB	Paid							
KNDU	25:23 Sunday Today	WakeUpNW	Meet Press	(N)	FIM M.Racing Dutch Grand	Fin	NBC Sports Special					
KING	-	Meet Press	(N)	KING 5 Weekend Morning	News	FIM M.Racing Dutch Grand	Fin	NBC Sports Special				
KIMA	29:29 Paid	Measure	CBS Sunday Morning	(N)	Facetime	Paid	Off-Road Racing	OneShot	Course			
KIRO	-	KIRO News	(N)	CBS Sunday Morning	(N)	Westie	Off-Road Racing	OneShot	Course			
KYVE	47:47 Rogers	Arthur	Molly	Nyrd K.	Hera Ele	Xavier	C. George	D. Tiger	Dankey	Ellen W	PBS Special Report	
KIMA2	33:47 Paid	Bible	Tomor.	Touch Ministries	(N)	KeyDavid	Mass	P. Stone	BigBang	BigBang		
KOMO	41:11	KOMO News	(N)	GMA/Sunday	(N)	KOMO News	(N)	This Week	Measure	Heartland	EuroDay	Secor
KUNW	2:1	Gonzalez	Gonzalez	Pogoda	Pogoda	Programa pagado			The Bucket List	2007, Adventure	es	Vecnos

SUNDAY AFTERNOON JUNE 27, 2021

	12 PM	12:30	1 PM	1:30	2 PM	2:30	3 PM	3:30	4 PM	4:30	5 PM	5:30
KAPP	42:35	11:31 UEFA Soccer Euro 2020	(N)	Euro	Minute	Minute	Minute	Minute	Horses	Sm.Town	Chasing	News (N)
KCYU	41:11	11:31 NHRA Drag Racing	(N)	11:31 NHRA Drag Racing	(N)	11:31 NHRA Drag Racing	(N)	11:31 NHRA Drag Racing	(N)	11:31 NHRA Drag Racing	(N)	11:31 NHRA Drag Racing
KNDU	25:23	PGA Golf FPMG Championship	Sto	Atlanta Athletic Club	(L)	Paid	Earth On	One Team	Earth On	Earth On	Earth On	Earth On
KIMA	29:29	PGA Golf Travelers Championship	Side	LPC River Highlands	(L)	Paid	Paid	Ins. Ed	Paid	Judy	Judy	Judy
KIRO	-	PGA Golf Travelers Championship	Side	LPC River Highlands	(L)	Paid	Paid	Lucky D.	Pets.TV	News (N)	News (N)	News (N)
KYVE	47:47	Ireland	Railway	Build Better Memory	(N)	Masterpiece Classic						
KIMA2	33:47	Paid	Made (N)	Paid								
KOMO	41:11	11:31 UEFA Soccer Euro 2020	(N)	Euro	Minute	Minute	Minute	Minute	Black-sh	Black-sh	Goldberg	Goldberg
KUNW	2:1	11:31 UEFA Soccer Euro 2020	(N)	11:31 UEFA Soccer Euro 2020	(N)	11:31 UEFA Soccer Euro 2020	(N)	11:31 UEFA Soccer Euro 2020	(N)	11:31 UEFA Soccer Euro 2020	(N)	11:31 UEFA Soccer Euro 2020

SUNDAY PRIME TIME JUNE 27, 2021

	6 PM	7 PM	7:30	8 PM	8:30	9 PM	9:30	10 PM	10:30	11 PM	11:30
KAPP	42:35	Storm	Silent Seas	Home Videos	Family Feud	(N)	The Chase	(N)	To Tell the Truth	(N)	Modern
KCYU	41:11	11:31 NHRA Drag Racing	(N)	11:31 NHRA Drag Racing	(N)	11:31 NHRA Drag Racing	(N)	11:31 NHRA Drag Racing	(N)	11:31 NHRA Drag Racing	Modern
KNDU	25:23	News (N)	Jeopardy	USATF Track U.S. Olympic	Finals	Gymnastics U.S. Olympic	Finals	News (N)	Intouch		
KING	-	News (N)	News (N)	USATF Track U.S. Olympic	Finals	Gymnastics U.S. Olympic	Finals	News (N)	Intouch		
KIMA	29:29	News (N)	News (N)	80 Minutes	(N)	The Equalizer	NCIS: Los Angeles	NCIS: Los Angeles	NCIS: Los Angeles	Measure	
KIRO	-	News (N)	News (N)	80 Minutes	(N)	The Equalizer	NCIS: Los Angeles	NCIS: Los Angeles	NCIS: Los Angeles	Measure	
KYVE	47:47	News (N)	History	Scotland	Rushin	Scotland	Inverary	Masterpiece Theatre	(N)	No Second Chance	
KIMA2	33:47	Bobbing	Bobbing	Nightwatch	Legend	Tomor.	Babwomn	(N)	Seinf.	American	Ninjab War
KOMO	41:11	KOMO News	(N)	Home Videos	(N)	Family Feud	(N)	The Chase	(N)	To Tell the Truth	News (N)
KUNW	2:1	Maria	Nicolino	Aquy y ahora	(N)	Quien es la Mascara	(N)	NewsNation	Person of Interest	Person of Interest	
WGA	42:35	22:20	Benfield	Benfield	NewsNation	NewsNation	NewsNation	NewsNation	NewsNation	NewsNation	
TLC	183:28	90 Day Fiance	Not So Silent Partners	(N)	90 Day Fiance	Shadows of Doubt	(N)	Yes, Me & My Ex	90 Day Fiance	(N)	
NICK	170:29	Loud H.	Loud H.	Danger F	Dylan	How to Train Your Dragon	Friends	Friends	Friends	Friends	
OXY	172:25	Snapped	(N)	Accident	Snapped	Snapped	Snapped	Snapped	Snapped	Snapped	
LIFE	108:25	Dr. Oz	Dr. Oz	The Last Yellow Story	(N)	Picture Perfect	Life (21, Supp)	W & A Party Game	W & A Party Game	W & A Party Game	
FX	186:16	Wicked Tuna	(N)	Wicked Tuna	(N)	Gordon Ramsay	(N)	Breaking	Breaking	Gordon Ramsay	
NGE	173:24	Wicked Tuna	(N)	Wicked Tuna	(N)	Gordon Ramsay	(N)	Breaking	Breaking	Gordon Ramsay	
FX	173:24	Wicked Tuna	(N)	Wicked Tuna	(N)	Gordon Ramsay	(N)	Breaking	Breaking	Gordon Ramsay	
TVLND	173:24	Wicked Tuna	(N)	Wicked Tuna	(N)	Gordon Ramsay	(N)	Breaking	Breaking	Gordon Ramsay	
ESPN	143:06	MLB Baseball	SpursCenter	(N)	SpursCenter	(N)	SpursCenter	(N)	SpursCenter	(N)	
ESPN2	143:06	MLB Baseball	SpursCenter	(N)	SpursCenter	(N)	SpursCenter	(N)	SpursCenter	(N)	
FREE	183:11	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	
HALL	183:11	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	
DISC	183:11	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	
DISC	183:11	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	
AMC	183:11	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	
TCM	183:11	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	
TBS	183:11	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	
USA	183:11	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	
TNT	183:11	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	(N)	Shrek 2	
CNN	200:20	CNN Films	(N)	CNN Special Report	(N)	CNN Special Report	(N)	CNN Special Report	(N)	CNN Special Report	
FNC	200:20	CNN Films	(N)	CNN Special Report	(N)	CNN Special Report	(N)	CNN Special Report	(N)	CNN Special Report	
TRAV	196:27	Terror in the Woods	(N)	Mountain Monsters	(N)	Mountain Monsters	(N)	Mountain Monsters	(N)	Mountain Monsters	
CNBC	204:35	Shark Tank	(N)	Shark Tank	(N)	Shark Tank	(N)	Shark Tank	(N)	Shark Tank	
ANPR	184:24	North Woods Law	(N)	North Woods Law	(N)	North Woods Law	(N)	North Woods Law	(N)	North Woods Law	
DISN	177:29	Adventure	(N)	Bunk'd	(N)	Sydney	Just Roll	Jessie	Jessie	Jessie	
MSNBC	204:35	MLB Baseball	(N)	MLB Baseball	(N)	MLB Baseball	(N)	MLB Baseball	(N)	MLB Baseball	
ROOT	426:87	MLB Baseball	(N)	MLB Baseball	(N)	MLB Baseball	(N)	MLB Baseball	(N)	MLB Baseball	
FS1	195:12	MLB Baseball	(N)	MLB Baseball	(N)	MLB Baseball	(N)	MLB Baseball	(N)	MLB Baseball	
TOON	178:29	Gumball	(N)	Gumball	(N)	Gumball	(N)	Gumball	(N)	Gumball	
TRUTV	242:46	Jokers	(N)	Jokers	(N)	Jokers	(N)	Jokers	(N)	Jokers	
HGTV	182:22	Love It or List It	(N)	Renovation Island	(N)	Renovation Island	(N)	Renovation Island	(N)	Renovation Island	
ANK	182:22	Love It or List It	(N)	Renovation Island	(N)	Renovation Island	(N)	Renovation Island	(N)	Renovation Island	
BLAZE	182:22	Love It or List It	(N)	Renovation Island	(N)	Renovation Island	(N)	Renovation Island	(N)	Renovation Island	
FOOD	182:22	Love It or List It	(N)	Renovation Island	(N)	Renovation Island	(N)	Renovation Island	(N)	Renovation Island	
COM	182:22	Love It or List It	(N)	Renovation Island	(N)	Renovation Island	(N)	Renovation Island	(N)	Renovation Island	
BE1	182:22	Love It or List It	(N)	Renovation Island	(N)	Renovation Island	(N)	Renovation Island	(N)	Renovation Island	
SYFY	182:22	Love It or List It	(N)	Renovation Island	(N)	Renovation Island	(N)	Renovation Island	(N)	Renovation Island	
PARMI	242:46	Jokers	(N)	Jokers	(N)	Jokers	(N)	Jokers	(N)	Jokers	
OWN	182:22	Love It or List It	(N)	Renovation Island	(N)	Renovation Island	(N)	Renovation Island	(N)	Renovation Island	
NBCSN	155:22	MLB Baseball	(N)	MLB Baseball	(N)	MLB Baseball	(N)	MLB Baseball	(N)	MLB Baseball	

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BETH LEADER
 ELLENSBURG, CITY OF - CLERK
 501 N. ANDERSON
 ELLENSBURG, WA 98926

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
165923	NOTICE OF PUBLIC HEA	11/04/21	11/04/21	2	\$128.81

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount
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Discount: **\$0.00**
 Surcharge: **\$0.00**
 Credits: **\$0.00**

Gross: **\$128.81**
 Paid Amount: **\$0.00**

Amount Due: **\$128.81**

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**NOTICE OF PUBLIC HEARING
CITY OF ELLENSBURG
2021 COMPREHENSIVE PLAN AMENDMENTS**

NOTICE IS HEREBY GIVEN that the City of Ellensburg Planning Commission will hold a public hearing during a Special Meeting on Thursday, November 18, 2021 at 5:45 p.m. to consider the proposed 2021 amendments to the City of Ellensburg Comprehensive Plan. This meeting will be held both in-person in the Council Chambers AND virtually via Zoom. During the City Council meeting held on July 19, 2021, City Council docketed 8 proposed amendments for consideration.

Materials Available for Review: The proposed amendments and related documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage** at <https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects>.

Written Comments from interested persons will be accepted by email up until 5:00 p.m. on Nov. 18, 2020 by sending them to sackettk@ci.ellensburg.wa.us. Written comments sent via USPS must arrive by the same deadline.

Mailing Address: Community Development Dept., 501 N. Anderson St., Ellensburg, WA 98926.

Staff contact: Kirsten Sackett, Community Development Director. Email: sackettk@ci.ellensburg.wa.us

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in the REMOTE meeting by contacting Staff no later than 5:00 pm on **Thursday Nov. 18, 2021**. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing.
* In-person attendees will need to wear face coverings.

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. Reasonable accommodations will be made upon request. A "Request for Accommodation" form may be obtained from the City Clerk Beth Leader by calling 509-925-8614.

PUBLISH: Daily Record: November 4, 2021 / LEGAL
#: 165923



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

State Environmental Policy Act (SEPA)
PRELIMINARY DETERMINATION OF NON-SIGNIFICANCE (DNS)

Proponent: City of Ellensburg Community Development Department

Location: Ellensburg City Limits and the Urban Growth Area

Description: This SEPA Checklist is a part of the City of Ellensburg's annual comprehensive plan amendment process. The City is proposing eight amendments to the Comprehensive Plan, which have been docketed by City Council for the 2021 year. A complete listing and description of the proposed amendments can be found in the SEPA Checklist and Attachment A, as submitted by the applicant.

Lead Agency: City of Ellensburg

File #: P21-134

The lead agency for this proposal has determined that the proposed adoption of this action plan, will not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed Environmental Checklist and other information on file with the lead agency. This information is available to the public upon request.

This Preliminary Determination of Non-Significance (DNS) is issued under WAC 197-11-340(2); The lead agency will not act on this proposal for 21 days from the date of issuance. The lead agency will not act on this proposal for 21 days from the date below. Agencies, tribes, and the public are encouraged to review and comment on the proposal. If you have any comments on the proposed project and/or the SEPA Checklist, please submit them to our department by mail or email by **5:00 pm on Wednesday, November 24, 2021.**

Questions and comments may be submitted by 5:00 p.m. on Wednesday, November 24, 2021 to: Stacey Henderson, Senior Planner- City of Ellensburg. Hendersons@ci.ellensburg.wa.us, 509-925-8608.

Responsible Official:

Title:

Address:

Kirsten Sackett
 Community Development Director
 City of Ellensburg
 Community Development Dept.
 501 N. Anderson St.
 Ellensburg WA 98926
 Phone: (509) 962-7232 Fax: (509) 925-8655

AFFIDAVIT OF PUBLICATION

State of Washington, County of Kittitas, ss: The undersigned being first duly sworn on oath, deposes and says: That he/she is the representative of The Daily Record, a daily newspaper. That said newspaper is a legal newspaper and has been approved as a legal newspaper by order of the superior court in the County in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published in the English language continually as a newspaper in Ellensburg, Kittitas County, Washington, and it is now and during all of said time printed in an true copy of

ELLENSBURG, CITY OF - CLERK
N/SEPA DECISION: P21-134

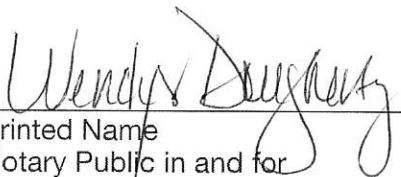
is published in regular issues (and not in supplement form) of said newspaper once a week for a period of 1 consecutive week(s), commencing on the following days.

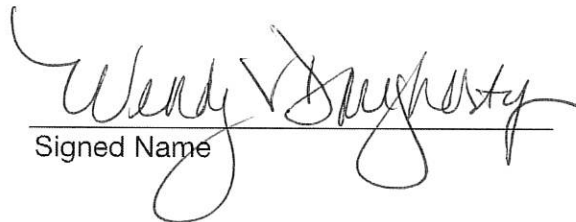
11/03/21

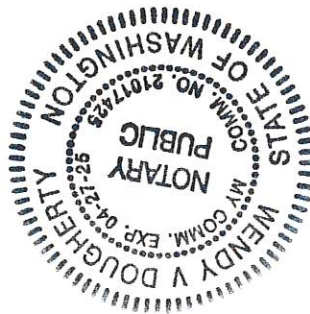
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Subscribed to me this date: 11/03/21


Printed Name
Notary Public in and for
The State of Washington
(SEAL)


Signed Name



[illegible]**Legals:**

PUBLISH: Daily Record: November 3, 2021 / LEGAL
#: 165483



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Legals

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Department of Commerce

Notice of Intent to Adopt Amendment / Notice of Adoption Cover Sheet

Pursuant to RCW 36.70A.106, the following jurisdiction provides the following required state agency notice.

1. Jurisdiction Name:	City of Ellensburg
2. Select Submittal Type: Select the Type of Submittal listed. (Select One Only)	☒ 60-Day Notice of Intent to Adopt Amendment. ☐ Request of Expedited Review / Notice of Intent to Adopt Amendment. ☐ Supplemental Submittal for existing Notice of Intent to Adopt Amendment. ☐ Notice of Final Adoption of Amendment.
3. Amendment Type: Select Type of Amendment listed. (Select One Only)	☒ Comprehensive Plan Amendment. ☐ Development Regulation Amendment. ☐ Critical Areas Ordinance Amendment. ☐ Combined Comprehensive and Development Regulation Amendments. ☐ Countywide Planning Policy .
4. Description Enter a brief description of the amendment. Begin your description with "Proposed" or "Adopted", based on the type of Amendment you are submitting. Examples: <i>"Proposed comprehensive plan amendment for the GMA periodic update."</i> or <i>"Adopted Ordinance 123, adoption amendment to the sign code."</i> (Maximum 400 characters).	Proposed comprehensive plan amendments. To include: 1) Updated Capital Improvement Plans; 2) New Chapter 9 on Diversity, Equity and Inclusion; 3) Updated Housing Chapter 3 to support emergency housing in conformance w/House Bill 1220; 4) Updated Capital Facilities & Utilities chapter to include vision for broadband deployment; 5) Updated Economic Development chapter with more current data; 6) Update to future land use designation map to convert a residential use parcel to commercial use; and 7) Update to future land use designation map to convert a general commercial parcel to light industrial.



Department of Commerce

5. Is this action part of your 8-year periodic update required under RCW 36.70A.130 of the Growth Management Act (GMA)?	☐ Yes ☒ No
6. Proposed Dates: Enter the anticipated public hearing date(s) for your Planning Commission/Planning Board or for your Council/Commission.	Planning Commission: November 11, 2021 City Council: December 6, 2021 <u>Proposed</u> / Date of Adoption: December 20, 2021
7. Contact Information:	
A. Prefix/Salutation: (Examples: "Mr.", "Ms.", or "The Honorable" (elected official))	Ms.
B. Name:	Kirsten Sackett
C. Title:	Community Development Director
D. Email:	sackettk@ci.ellensburg.wa.us
E. Work Phone:	509-962-7232
F. Cell/Mobile Phone: (optional)	
Consultant Information:	
G. Is this person a consultant?	☐ Yes
H. Consulting Firm name?	
8. Would you like Commerce to contact you for Technical Assistance regarding this submitted amendment?	☐ Yes

REQUIRED: Attach or include a copy of the proposed amendment text or document(s). We do not accept a website hyperlink requiring us to retrieve external documents. Jurisdictions must submit the actual document(s) to Commerce. If you experience difficulty, please email the reviewteam@commerce.wa.gov

Questions? Call the review team at (509) 725-3066.



THANK YOU

We have received your amendment submission. Please allow 1-3 business days for review. Please keep the Submittal ID as your receipt and for any future questions. We will also send an email receipt to all contacts listed in the submittal.

Submittal ID: 2021-S-3309

Submittal Date Time: 10/19/2021

Submittal Information

Jurisdiction	City of Ellensburg
Submittal Type	60-day Notice of Intent to Adopt Amendment
Amendment Type	Comprehensive Plan Amendment

Amendment Information

Brief Description

Proposed amendments to include: Updated CIPs; New Chapter 9 on Diversity, Equity and Inclusion; Updated Housing Chapter 3 to support emergency housing in conformance w/House Bill 1220; Updated Capital Facilities & Utilities chapter to include vision for broadband deployment; Updated Economic Development chapter with more current data; Update to future land use designation map.

☐ Yes, this is a part of the 8-year periodic update schedule, required under RCW 36.70A.130.

Anticipated/Proposed Date of Adoption 12/20/2021

Attachments

Attachment Type	File Name	Upload Date
Correspondence	60-day Notice City of Ellensburg Comprehensive Plan Amendments.msg	10/20/2021 04:51 PM
Comprehensive Plan Amendment - Draft	2021 Ellensburg Comp Plan amend 60-day notice.pdf	10/20/2021 04:52 PM

Contact Information

Prefix	Ms.
First Name	Kirsten
Last Name	Sackett
Title	Community Development Director
Work	(509) 962-7232
Cell	

Emailsackettk@ci.ellensburg.wa.us

☐ Yes, I would like to be contacted for Technical Assistance.

Certification

Entered by Linda Weyl on 10/20/2021 4:53:17 PM

Intake Received Date	10/19/2021
Full Name	Kirsten Sackett
Email	sackettk@ci.ellensburg.wa.us

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BILLING DATE:	ACCOUNT NO:
11/16/21	50080

City of Ellensburg- HR Department
 501 N. ANDERSON
 ELLENSBURG, WA 98926

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
170719	NOTICE OF PUBLIC HEA	11/20/21	11/20/21	2	\$126.39

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount
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Discount: **\$0.00**
 Surcharge: **\$0.00**
 Credits: **\$0.00**

Gross: **\$126.39**
 Paid Amount: **\$0.00**

Amount Due: **\$126.39**

We Appreciate Your Business!

**NOTICE OF PUBLIC HEARING
CITY OF ELLENSBURG
2021 COMPREHENSIVE PLAN AMENDMENTS**

NOTICE IS HEREBY GIVEN that the Ellensburg City Council will hold a public hearing on Monday, December 6, 2021 at 7:00 p.m. to consider the proposed 2021 amendments to the City of Ellensburg Comprehensive Plan. This meeting will be held both in-person in the Council Chambers AND virtually via Zoom. During the City Council meeting held on July 19, 2021, City Council docketed 8 proposed amendments for consideration.

Materials Available for Review: The proposed amendments and related documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage** at <https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects>, or by requesting a copy from the Community Development office.

Written Comments from interested persons will be accepted by email up until 5:00 p.m. on December 6, 2021 by sending them to Kirsten Sackett, Community Development Director at sackettk@ci.ellensburg.wa.us. Written comments sent via USPS must arrive by the same deadline.

Mailing Address: Community Development Dept., 501 N. Anderson St., Ellensburg, WA 98926.

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in the REMOTE meeting by contacting Staff no later than 5:00 pm on **Monday, Dec. 6, 2021**. An email link or phone number will be provided which will allow for electronic participation in the public hearing. A link will also be made available in the City Council agenda packet.

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. Reasonable accommodations will be made upon request. A "Request for Accommodation" form may be obtained from the City Clerk Beth Leader by calling 509-925-8614.

PUBLISH: Daily Record: November 20, 2021 / LEGAL
#: 170719

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, AMENDING THE COMPREHENSIVE PLAN ADOPTED BY ORDINANCE NO. 4785 AND SET OUT IN CHAPTER 15.120 OF THE ELLENSBURG CITY CODE.

WHEREAS, as one of the cities in Kittitas County, the City of Ellensburg is required to adopt and regularly update a comprehensive plan pursuant to the Washington State Growth Management Act (GMA); and

WHEREAS, the City Council adopted Ordinance No. 4785, “Imagine Ellensburg 2037,” as the official Comprehensive Plan for the City of Ellensburg, which was last amended by Ordinance No. 4869; and

WHEREAS, under the GMA and pursuant to Section 15.250.090 of the Ellensburg City Code, the City is authorized to amend its Comprehensive Plan on an annual basis; and

WHEREAS, the City Council adopted Resolution 1997-10 and Ordinance No. 4116 as last amended by Ordinance No. 4807, establishing a policy and procedure for the annual review of proposals to amend the Comprehensive Plan, which are codified in Ellensburg City Code 15.250.090(D); and

WHEREAS, on July 19, 2021 the City Council reviewed all of the proposed Comprehensive Plan amendments for the 2021 annual amendment cycle and moved to docket proposed amendments 21-01, 21-02, 21-03, 21-04, 21-05, 21-06, 21-10 and 21-11 and then forwarded the docketed amendments to the SEPA Responsible Official for SEPA review and to the Planning Commission for review and recommendation; and

WHEREAS, on October 19, 2021 the City Community Development Department provided the required 60-Day Notice of Intent to Adopt Comprehensive Plan Amendments to the Washington Department of Commerce, and the 60-day review period was complete on December XX, 2021; and

WHEREAS, the Ellensburg City Planning Commission held a public hearing on November 18, 2021 and the Planning Commission approved a motion to recommend the City Council approve proposed docket items 21-01, 21-02, 21-03, 21-05, 21-06 as presented, that docket items 21-10 and 21-11 be approved with the Commission’s proposed amendments, and that docket 21-04 be referred for completion in calendar year 2022; and

WHEREAS, the SEPA Responsible Official reviewed a SEPA checklist, comments from agencies and the public, and other information in the record and issued a Determination of Non-Significance which became final on November 26, 2021 for docketed comprehensive plan amendments 21-01, 21-02, 21-03, 21-05, 21-06, 21-10 and 21-11; and

WHEREAS, the City Council held a public hearing on the matter of adopting the docketed 2021 Comprehensive Plan amendments at its regular meeting on December 6, 2021 at which XX public comments were received, Council entered into the public hearing record the agenda report for Council's December 6, 2021 regular meeting prior to closing the public hearing, after which City Council determined it is in the best interests of the City of Ellensburg that proposed amendments 21-01, 21-02, 21-03, 21-05, and 21-06 be approved as presented in accordance with the findings and recommendations submitted by the Planning Commission, and that proposed amendments 21-10 and 21-11 be amended in accordance with the Planning Commission recommendations, and to refer amendment 21-04 for completion in 2022, and be enacted as an ordinance; and

WHEREAS, all portions of the City of Ellensburg 2017 Ellensburg Comprehensive Plan, "Imagine Ellensburg 2037," as subsequently amended, shall remain in full force and effect except as specifically amended herein;

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

Section 1. That document attached to this ordinance as Exhibit "A" and entitled 2021 City of Ellensburg Capital Improvement Plans is hereby adopted into the City of Ellensburg 2017 Comprehensive Plan, "Imagine Ellensburg 2037" as Appendix A (docket amendment 21-01).

Section 2. That document attached to this ordinance as Exhibit "B" and entitled "City of Ellensburg Comprehensive Plan, 2021 updates" which is included as part of the Comprehensive Plan, is hereby amended to adopt and include docket amendments 21-02, 21-03, 21-05, 21-06, 21-10 and 21-11.

Section 3. All portions of the City of Ellensburg 2017 Comprehensive Plan, "Imagine Ellensburg 2037," as subsequently amended, shall remain in force and effect except as specifically amended herein.

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 portions 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 errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 6. 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
this _____ day of December, 2021.

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. ***** is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. ***** was published as required by law.

Beth Leader



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: December 6, 2021

Item Title/Agenda Subject: Ordinance 4881 - Mid-Biennial Review Supplemental Budget Ordinance

Submitted by: Keith Bassett Finance Department

Recommended Action or Motion: Consider second reading and adoption of Ordinance 4881.

Background/Summary: The Ordinance adopts amendments to the 2021-2022 Biennial Budget to reflect changes in operational requirements and adjustments to capital project plans approved through prior Council action along with other modifications to the Biennial Budget as proposed by the City Manager.

Several changes are incorporated for second reading. In the General Fund, additional expenditure authority is added to fund contractual payments for Downtown Cleanup and Planter Maintenance, and election costs allocated by the County to constituent local governments. The Sidewalk Fund includes an additional transfer-in to accommodate Complete Streets Grant funded sidewalk improvements. The 2010 Debt Service Fund and Water and Sewer Funds include additional expenditure authority for updated debt service costs for 2021 bond issues.

Previous Council Action: Council adopted the 2021-2022 Biennial Budget via Ordinance 4864 on December 7, 2020, appropriating funds and providing expenditure authority for the two-year period beginning January 1, 2021. Council subsequently amended the 2021-2022 Biennial Budget via Ordinance 4875 on September 9, 2021. Council regularly reviews and approves additional budget adjustments as part of its ongoing review and approval of contracts and purchases. Council held a public hearing and first reading of this ordinance at the November 15, 2021 regular meeting.

Analysis: Since the prior supplemental budget was adopted, items have been approved by City Council that require a supplemental budget adjustment in order to be implemented.

The anticipated budget impacts are presented as part of the City's standard agenda reports that accompany the initial request. The proposed ordinance will officially authorize expenditures in support of previously approved projects and program changes. Additional budget adjustments were identified as a result of a review of anticipated expenditures, expenditure trends, and current expenditure authority. These items provide the necessary budget to maintain the programs and projects previously adopted by City Council, comply with external regulations, and update originally budgeted amounts to current forecasts. The budget amendments in the proposed ordinance include updated revenue forecasts and beginning fund balances as needed, and maintain anticipated 2021 and 2022 ending fund balances within required fund balance thresholds.

Items that have previously come before Council include the Pearl Street Promenade Study approved by Council on September 7 for \$15,000, refunding of the 2010 General Obligation Maintenance Bond in 2021 required supplemental expenditure authority, a cumulative increase of \$1,518,394 in expenditures to refund the bond and pay administrative costs, offset by refunding proceeds \$1,704,364, additional expenditure authority because the low bid for the annual tree trimming contract came in higher than budgeted, funding source adjustment for the Gateway II Grant project including additional funds from Sales Tax, an increase of \$59,555 for additional engineering services on the Gateway 1 Project with an offsetting reimbursement resulting in no impact to ending fund balance, and approval of the Teamster Crews Collective Bargaining Agreement.

Other items include funding pest abatement and remediation at the Ellensburg Racquet and Recreation Center of \$34,000 from the Risk Management Fund accumulated reserves, increased expenditures for contractual payments for Downtown Cleanup and Planter Maintenance, increased election costs allocated by the County to constituent local governments, and accelerated relocation and replacement of the Walnut Street Rectifier and Anodes for natural gas system safety for \$80,000. Debt service costs for 2021 bond issues are updated to accommodate the anticipated draw schedule.

Transportation related items include purchase of de-icing material to maintain a safe travel way on main and secondary arterial streets. Due to the rising costs of materials, and the amount of material used during the 2020-2021 winter season, there is a need for \$25,000 additional expenditure authority for 2021. Central Transit received \$142,983 in federal funding directly through the American Rescue Plan Act which is recognized in the proposed ordinance.

The proposed ordinance adjusts revenues and expenditures to reflect updated projections for spending in the Health and Benefits Fund, including the impact of COVID-19 and transfer in of \$650,000 from the City's Coronavirus Local Fiscal Recovery Fund (CLFRF) federal allocation via the American Rescue Plan Act (ARPA). The proposed supplemental budget ordinance includes adjustments to City self-insured employee medical insurance premium rates set for 2022, including a 16% increase for medical & vision portion of the insurance premiums.

The 2021 legislature implemented several police reform laws which will require significant resources and change to institute. This coupled with the July 25, 2021 implementation has created a situation where significant additional training will be required to reduce risk and mitigate employee liability. The proposed ordinance includes an additional \$14,500 for training and related travel. KITTCOM rates for 2022 require an \$82,229 increase for the Police Department. Other anticipated cost increases for the Police Department are included in the proposed ordinance.

The proposed supplemental budget funds additional Police positions in 2022 to address existing workload. One additional full-time permanent Detective position would augment the existing detectives unit. The current case load is significant in total cases and complexity of investigations. Violent crimes, gang activity and drug trafficking has increased dramatically, and these types of investigations are labor intensive. Beginning in May, the City has been pulling patrol officers off the road to assist detectives with case work to meet the needs of the investigations. There is a measured need to increase

investigative resources while at the same time maintaining patrol staffing levels in order continue the level of service our community has come to expect.

One full-time permanent Administrative Sergeant position will be created, and funded beginning July 2022. The position would assist command staff and Chief with the overall operation of the department, including responsibility for direct supervision of the code enforcement division, management of the training programs, assisting with accreditation, and managing the vehicle fleet and technology components of the department. With the dramatic increase in legislative reform, mandatory training requirements, and increased public interest in police policies and practices, the need for managing the increased number of community events, programs, and department technologies, has surpassed the EPD command staff's available time. Utilizing existing sergeants has helped keep this manageable in the past, but with the police reform legislation, the importance of field supervision has never been greater.

Both positions would be funded from the Criminal Justice Fund "three-tenths Criminal Justice sales tax" revenue.

The proposed budget includes additional funding to position the City to advance Council priorities, specifically, \$120,000 to develop a sustainability plan and energy strategy, \$10,000 to expand capacity for City communications including accessibility, translation and outreach, \$75,000 for Housing Action Plan implementation funded through a Department of Commerce grant program, resources to help the community garden relocate from the City parcels directed for affordable housing, and \$10,000 to support the mission of the Diversity, Equity, and Inclusion Commission.

The proposed supplemental budget reflects Council direction for Coronavirus Local Fiscal Recovery Fund (CLFRF) federal allocation via the American Rescue Plan Act (ARPA):

- \$650,000 transfer in 2021 to the Health & Benefits Fund for employee COVID-19 healthcare costs paid by the City's self-insurance plan.
- \$1.8 million for Unity Park/ Pearl Street Promenade

design, construction, and artwork.

- \$400,000 for a limited duration Grant/Project Manager.
- \$400,000 toward Gateway Investments in the major entrances to the City.
- \$2.65 million for the Anderson Road Sewer project construction.

With the exception of the transfer for prior healthcare costs, implementation will occur across several years and some will cross in to next biennium. Amounts appropriated for multi-year projects will be carried forward as needed, and amounts planned for 2023-2024 will be included in the preliminary Biennial Budget.

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

Financial Impact:

The proposed ordinance amends the Biennial Budget increasing budgeted 2021 expenditures by \$2,565,677 and revenue by \$2,287,548, and increasing budgeted 2022 expenditures by \$2,192,494 and revenue by \$16,628. The effect of these amendments on the budgeted 2022 ending fund balance is a decrease of \$2,453,995.

Attachments:

[Table 1 - Items by Fund](#)

[Tables 2 & 3 - Summary by Fund](#)

[Ordinance 4881 - Mid-Biennial Review 2021-2022 Supplemental Budget](#)

[Ordinance 4881 - Exhibits A & B](#)

Table 1 - 2021-2022 Mid-Biennial Review - Supplemental Budget Items by Fund (Second Reading)

Fund / Item	2021				2022			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
General Fund								
Pearl Street Promenade Study		\$15,000	\$15,000	\$0	\$0			\$0
Jail Medical Costs Adjustments		\$0	\$0	\$0	\$0	\$0	\$5,000	-\$5,000
Police Professional Services & Utilities Costs				\$0	\$0	\$0	\$22,788	-\$22,788
KITTCOM Dispatching Services				\$0	\$0	\$0	\$82,229	-\$82,229
Investigative Unit Supplies, Tools, & Services				\$0	\$0	\$0	\$1,400	-\$1,400
Teamsters CBA Wages & Benefits Costs		\$0	\$15,472	-\$15,472	-\$15,472	\$0	\$31,362	-\$46,834
Housing Action Plan Implementation (Commerce Grant)				\$0	\$0	\$75,000	\$75,000	\$0
Community Gardens Relocation Support				\$0	\$0	\$0	\$10,000	-\$10,000
Sustainability Plan/Energy Strategy				\$0	\$0	\$0	\$120,000	-\$120,000
DEI Commission Program Support				\$0	\$0	\$0	\$10,000	-\$10,000
Accessibility, Translation, and Outreach				\$0	\$0	\$0	\$10,000	-\$10,000
2022 Employee Medical Insurance Premiums				\$0	\$0	\$0	\$93,646	-\$93,646
Downtown Cleanup & Planters (Second Reading)		\$0	\$15,700	-\$15,700	-\$15,700	\$0	\$3,500	-\$19,200
Election Costs (Second Reading)		\$0	\$22,000	-\$22,000	-\$22,000			-\$22,000
General Fund Total		\$15,000	\$68,172	-\$53,172	-\$53,172	\$75,000	\$464,925	-\$443,097
Street Fund								
Snow & Ice Control Supplies		\$0	\$25,000	-\$25,000	-\$25,000			-\$25,000
Teamsters CBA Wages & Benefits Costs		\$0	\$17,310	-\$17,310	-\$17,310	\$0	\$35,098	-\$52,408
2022 Employee Medical Insurance Premiums				\$0	\$0	\$0	\$203	-\$203
Street Fund Total		\$0	\$42,310	-\$42,310	-\$42,310	\$0	\$35,301	-\$77,611
Arterial Street Fund								
Gateway I- Reimbursed Reengineering Costs		\$59,555	\$59,555	\$0	\$0			\$0
Gateway II - Vantage Highway Grant Adjustment		-\$28,000	\$0	-\$28,000	-\$28,000	\$0	\$0	-\$28,000
Arterial Street Fund Total		\$31,555	\$59,555	-\$28,000	-\$28,000	\$0	\$0	-\$28,000
Public Transit Fund								
Transit ARPA Grant		\$142,983	\$0	\$142,983	\$142,983			\$142,983
2022 Employee Medical Insurance Premiums				\$0	\$0	\$0	\$1,214	-\$1,214
Public Transit Fund Total		\$142,983	\$0	\$142,983	\$142,983	\$0	\$1,214	\$141,769
Criminal Justice Fund								
Police Training and Training Travel				\$0	\$0	\$0	\$14,500	-\$14,500
Police Dept. Staffing- Detective- 1 FTE				\$0	\$0	\$0	\$139,018	-\$139,018
Police Dept. Staffing- Admin. Sergeant- 1 FTE (6 Mo. Phase-in)				\$0	\$0	\$0	\$74,996	-\$74,996
2022 Employee Medical Insurance Premiums				\$0	\$0	\$0	\$927	-\$927
Criminal Justice Fund Total				\$0	\$0	\$0	\$229,441	-\$229,441
Sales Tax Reserve Fund								
Pearl Street Promenade Study		\$0	\$15,000	-\$15,000	-\$15,000			-\$15,000
Gateway II - Vantage Highway Grant Adjustment				\$0	\$0	\$0	\$322,000	-\$322,000
Sales Tax Reserve Fund Total		\$0	\$15,000	-\$15,000	-\$15,000	\$0	\$322,000	-\$337,000

Table 1 Continued - 2021-2022 Mid-Biennial Review - Supplemental Budget Items by Fund (Second Reading)

Fund / Item	2021			Impact to Ending Fund Balance	2022			Impact to Ending Fund Balance
	Beg. Fund Balance	Revenues	Expenditures		Beg. Fund Balance	Revenues	Expenditures	
2010 Debt Service Fund								
Refunding 2010 Maintenance Bond		\$1,704,364	\$1,518,394	\$185,970	\$185,970			\$185,970
Refunding 2010 Maintenance Bond (Second Reading)		\$0	\$164,925	-\$164,925	-\$164,925			-\$164,925
2010 Debt Service Fund Total		\$1,704,364	\$1,683,319	\$21,045	\$21,045			\$21,045
Sidewalk Fund								
Complete Streets Grant Work Plan Update (Second Reading)		\$110,000	\$0	\$110,000	\$110,000			\$110,000
Sidewalk Fund Total		\$110,000	\$0	\$110,000	\$110,000			\$110,000
Stormwater Utility Fund								
2022 Employee Medical Insurance Premiums				\$0	\$0	\$0	\$2,164	-\$2,164
Stormwater Utility Fund Total				\$0	\$0	\$0	\$2,164	-\$2,164
Telecom Utility Fund								
2022 Employee Medical Insurance Premiums				\$0	\$0	\$0	\$198	-\$198
Telecom Utility Fund Total				\$0	\$0	\$0	\$198	-\$198
Natural Gas Utility Fund								
Walnut St Rectifier/ Anode Replacement/ Relocation		\$0	\$80,000	-\$80,000	-\$80,000			-\$80,000
Teamsters CBA Wages & Benefits Costs		\$0	\$39,207	-\$39,207	-\$39,207	\$0	\$63,668	-\$102,875
2022 Employee Medical Insurance Premiums				\$0	\$0	\$0	\$3,317	-\$3,317
Natural Gas Utility Fund Total		\$0	\$119,207	-\$119,207	-\$119,207	\$0	\$66,985	-\$186,192
Electric Utility Fund								
Annual Tree Trimming Contract		\$0	\$27,745	-\$27,745	-\$27,745			-\$27,745
2022 Employee Medical Insurance Premiums				\$0	\$0	\$0	\$11,526	-\$11,526
Electric Utility Fund Total		\$0	\$27,745	-\$27,745	-\$27,745	\$0	\$11,526	-\$39,271
Water Utility Fund								
Teamsters CBA Wages & Benefits Costs		\$0	\$13,151	-\$13,151	-\$13,151	\$0	\$26,638	-\$39,789
2022 Employee Medical Insurance Premiums				\$0	\$0	\$0	\$780	-\$780
Waterworks Utility System Revenue Bond 2021 (Second Reading)		\$0	\$30,359	-\$30,359	-\$30,359	\$0	\$355,964	-\$386,323
Water Utility Fund Total		\$0	\$43,510	-\$43,510	-\$43,510	\$0	\$383,382	-\$426,892
Wastewater Utility Fund								
Teamsters CBA Wages & Benefits Costs		\$0	\$68,002	-\$68,002	-\$68,002	\$0	\$95,636	-\$163,638
2022 Employee Medical Insurance Premiums				\$0	\$0	\$0	\$582	-\$582
Waterworks Utility System Revenue Bond 2021 (Second Reading)		\$0	\$24,839	-\$24,839	-\$24,839	\$0	\$291,243	-\$316,082
Wastewater Utility Fund Total		\$0	\$92,841	-\$92,841	-\$92,841	\$0	\$387,461	-\$480,302
Shop & Warehouse Fund								
Teamsters CBA Wages & Benefits Costs		\$0	\$4,555	-\$4,555	-\$4,555	\$0	\$9,230	-\$13,785
2022 Employee Medical Insurance Premiums				\$0	\$0	\$0	\$979	-\$979
Shop & Warehouse Fund Total		\$0	\$4,555	-\$4,555	-\$4,555	\$0	\$10,209	-\$14,764
Health & Benefits Fund								
Self Insured Employee Medical Benefits Fund		\$283,646	\$375,463	-\$91,817	-\$91,817	-\$58,372	\$273,235	-\$423,424
Health & Benefits Fund Total		\$283,646	\$375,463	-\$91,817	-\$91,817	-\$58,372	\$273,235	-\$423,424

Table 1 Continued - 2021-2022 Mid-Biennial Review - Supplemental Budget Items by Fund (Second Reading)

Fund / Item	2021				2022			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
Risk Management Fund								
Pest Eradication and Abatement		\$0	\$34,000	-\$34,000	-\$34,000			-\$34,000
Risk Management Fund Total		\$0	\$34,000	-\$34,000	-\$34,000			-\$34,000
IT Service Fund								
2022 Employee Medical Insurance Premiums				\$0	\$0	\$0	\$4,453	-\$4,453
IT Service Fund Total				\$0	\$0	\$0	\$4,453	-\$4,453
Grand Total		\$2,287,548	\$2,565,677	-\$278,129	-\$278,129	\$16,628	\$2,192,494	-\$2,453,995

Table 2
City of Ellensburg
2021 Summary of Budget Adjustments

Fund/Department	Budgeted Beg Fund Balance	2021 Revenues	2021 Expenditures	Budgeted Ending Fund Balance
Total General Fund	0	15,000	68,172	-53,172
Budgeted General Sub-Funds				
Sales Tax	0	0	15,000	-15,000
Economic Development	0	0	0	0
CARES/ARPA Grants	0	0	0	0
Art Acquisitions	0	0	0	0
Total Budgeted General Sub-Funds	0	0	15,000	-15,000
Special Revenue Funds:				
Street	0	0	42,310	-42,310
Arterial Street	0	31,555	59,555	-28,000
Traffic Impact Fee	0	0	0	0
Ellensburg Public Transit	0	142,983	0	142,983
Criminal Justice	0	0	0	0
Drug	0	0	0	0
CATV Ops. and & Maint.	0	0	0	0
Park Acquisitions	0	0	0	0
Lodging Tax	0	0	0	0
Housing & Related Services	0	0	0	0
Total Special Revenue Funds	0	174,538	101,865	72,673
Debt Service Funds				
Capital Imprv. Debt	0	0	0	0
2010 Maintenance Bond	0	1,704,364	1,683,319	21,045
Library Bond Debt	0	0	0	0
LID Guarantee Fund	0	0	0	0
Total Debt Service Funds	0	1,704,364	1,683,319	21,045
Capital Project Funds				
Capital Imprv. Bond Projects	0	0	0	0
Sidewalk Improvements	0	110,000	0	110,000
Total Capital Project Funds	0	110,000	0	110,000
Trust & Agency Funds				
Library Trust	0	0	0	0
Hal Holmes Trust	0	0	0	0
Fire Relief & Pension Trust	0	0	0	0
Total Trust & Agency Funds	0	0	0	0
Enterprise Funds				
Stormwater	0	0	0	0
Stormwater Bond	0	0	0	0
Telecommunications	0	0	0	0
Gas	0	0	119,207	-119,207
Light	0	0	27,745	-27,745
Water	0	0	43,510	-43,510
Water Construction	0	0	0	0
Sewer	0	0	92,841	-92,841
Total Enterprise Funds	0	0	283,303	-283,303
Internal Service Funds				
Shop & Equipment	0	0	4,555	-4,555
Health Insurance	0	283,646	375,463	-91,817
Risk Management	0	0	34,000	-34,000
IT Fund	0	0	0	0
Total Internal Service Funds	0	283,646	414,018	-130,372
Grand Total	\$0	\$2,287,548	\$2,565,677	-\$278,129

Table 3
City of Ellensburg
2022 Summary of Budget Adjustments

Fund/Department	Budgeted Beg Fund Balance	2022 Revenues	2022 Expenditures	Budgeted Ending Fund Balance
Total General Fund	-53,172	75,000	464,925	-443,097
Budgeted General Sub-Funds				
Sales Tax	-15,000	0	322,000	-337,000
Economic Development	0	0	0	0
CARES/ARPA Grants	0	0	0	0
Art Acquisitions	0	0	0	0
Total Budgeted General Sub-Funds	-15,000	0	322,000	-337,000
Special Revenue Funds:				
Street	-42,310	0	35,301	-77,611
Arterial Street	-28,000	0	0	-28,000
Traffic Impact Fee	0	0	0	0
Ellensburg Public Transit	142,983	0	1,214	141,769
Criminal Justice	0	0	229,441	-229,441
Drug	0	0	0	0
CATV Ops. and & Maint.	0	0	0	0
Park Acquisitions	0	0	0	0
Lodging Tax	0	0	0	0
Housing & Related Services	0	0	0	0
Total Special Revenue Funds	72,673	0	265,956	-193,283
Debt Service Funds				
Capital Imprv. Debt	0	0	0	0
2010 Maintenance Bond	21,045	0	0	21,045
Library Bond Debt	0	0	0	0
LID Guarantee Fund	0	0	0	0
Total Debt Service Funds	21,045	0	0	21,045
Capital Project Funds				
Capital Imprv. Bond Projects	0	0	0	0
Sidewalk Improvements	110,000	0	0	110,000
Total Capital Project Funds	110,000	0	0	110,000
Trust & Agency Funds				
Library Trust	0	0	0	0
Hal Holmes Trust	0	0	0	0
Fire Relief & Pension Trust	0	0	0	0
Total Trust & Agency Funds	0	0	0	0
Enterprise Funds				
Stormwater	0	0	2,164	-2,164
Stormwater Bond	0	0	0	0
Telecommunications	0	0	198	-198
Gas	-119,207	0	66,985	-186,192
Light	-27,745	0	11,526	-39,271
Water	-43,510	0	383,382	-426,892
Water Construction	0	0	0	0
Sewer	-92,841	0	387,461	-480,302
Total Enterprise Funds	-283,303	0	851,715	-1,135,018
Internal Service Funds				
Shop & Equipment	-4,555	0	10,209	-14,764
Health Insurance	-91,817	-58,372	273,235	-423,424
Risk Management	-34,000	0	0	-34,000
IT Fund	0	0	4,453	-4,453
Total Internal Service Funds	-130,372	-58,372	287,897	-476,641
Grand Total	-\$278,129	\$16,628	\$2,192,494	-\$2,453,995

ORDINANCE NO. 4881

AN ORDINANCE AMENDING THE 2021-2022 BIENNIAL BUDGET OF THE CITY OF ELLENSBURG AS SET FORTH IN ORDINANCE NO. 4864 AND PREVIOUSLY AMENDED AS SET FORTH IN ORDINANCE NO. 4875 TO ADJUST APPROPRIATIONS IN THE CITY'S FUNDS.

WHEREAS, the City Council approved Ordinance No. 4864, which adopted a biennial budget for fiscal years 2021-2022; and

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

WHEREAS, the City Manager has identified the need to make certain revisions to the 2021-2022 biennial budget; and

WHEREAS, the City Council has conducted a public hearing on 2022 proposed revenue sources at its October 4, 2021 regular meeting; and

WHEREAS, the City Council has conducted a public hearing regarding the Mid-Biennial Review and 2021-2021 Supplemental Budget at its November 15, 2021 regular meeting;

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

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

Section 1. **2021-2022 Supplemental Budget.** The 2021-2022 biennial budget for the City of Ellensburg for the period January 1, 2021 through December 31, 2022, as authorized in Ordinance 4864 and previously amended in Ordinance 4875 is hereby amended as revised in attached Exhibits A and B, and are hereby appropriated for expenditure at the fund level during the 2021-2022 biennium.

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

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

numbering, section/subsection numbers and any references thereto.

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

The foregoing ordinance was passed and adopted at regular meeting of the City Council on this 6th day of December, 2021.

Mayor

Attest:

City Clerk

Approved as to form:

CITY ATTORNEY

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4881 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, that Ordinance No. 4881 was published as required by law.

Beth Leader, City Clerk

Ordinance 4881 - Exhibit A (Supplemental Budget Ordinance)

City of Ellensburg

2021 Budget Table - All Funds as Amended

Fund/Department	Budgeted Beg Fund Balance	2021 Revenues	2021 Expenditures	Budgeted Ending Fund Balance
Total General Fund	4,178,154	15,762,197	17,090,601	2,849,750
Budgeted General Sub-Funds				
Sales Tax	2,449,720	4,855,497	4,730,073	2,575,144
Economic Development	0	706,814	4,000	702,814
CARES/ARPA Grants	296,806	2,946,546	3,243,352	0
Art Acquisitions	26,994	80,703	92,134	15,563
Total Budgeted General Sub-Funds	2,773,520	8,589,560	8,069,558	3,293,522
Special Revenue Funds:				
Street	1,894,258	2,330,028	2,985,173	1,239,113
Arterial Street	1,448,872	10,038,645	10,976,282	511,235
Traffic Impact Fee	793,183	386,618	609,376	570,426
Ellensburg Public Transit	2,392,579	2,569,855	1,933,995	3,028,438
Criminal Justice	2,241,725	1,170,118	1,392,147	2,019,696
Drug	31,899	3,100	15,000	19,999
CATV Ops. and & Maint.	115,277	80,420	104,171	91,526
Park Acquisitions	461,566	546,711	175,000	833,277
Lodging Tax	310,751	361,000	302,351	369,400
Housing & Related Services	1,571,051	568,547	1,722,500	417,098
Total Special Revenue Funds	11,261,162	18,055,041	20,215,995	9,100,208
Debt Service Funds				
Capital Imprv. Debt	362,378	203,184	203,184	362,378
2010 Maintenance Bond	39,772	1,922,064	1,901,019	60,817
Library Bond Debt	95,848	175,000	181,100	89,748
LID Guarantee Fund	138,523	0	0	138,523
Total Debt Service Funds	636,522	2,300,248	2,285,303	651,467
Capital Project Funds				
Capital Imprv. Bond Projects	536,090	0	536,090	0
Sidewalk Improvements	736,926	416,000	430,101	722,825
Total Capital Project Funds	1,273,017	416,000	966,192	722,825
Trust & Agency Funds				
Library Trust	320,865	6,900	8,800	318,965
Hal Holmes Trust	107,052	10,000	10,000	107,052
Fire Relief & Pension Trust	588,075	165,169	147,944	605,300
Total Trust & Agency Funds	1,015,992	182,069	166,744	1,031,317
Enterprise Funds				
Stormwater	1,143,393	1,701,629	2,035,265	809,757
Stormwater Bond	119,433	1,283,612	1,400,000	3,045
Telecommunications	247,248	401,083	399,397	248,934
Gas	2,536,896	10,366,317	8,935,306	3,967,908
Light	10,197,773	19,395,762	21,089,317	8,504,217
Water	6,503,314	11,045,312	11,834,578	5,714,048
Water Construction	0	3,200,000	3,200,000	0
Sewer	3,598,477	8,796,404	9,920,506	2,474,375
Total Enterprise Funds	24,346,534	56,190,118	58,814,368	21,722,284
Internal Service Funds				
Shop & Equipment	8,312,481	2,378,390	3,172,638	7,518,233
Health Insurance	997,240	3,082,926	3,053,071	1,027,095
Risk Management	1,201,903	686,902	740,261	1,148,544
IT Fund	1,227,608	1,948,438	1,958,948	1,217,098
Total Internal Service Funds	11,739,232	8,096,656	8,924,918	10,910,970
Grand Total	\$57,224,132	\$109,591,890	\$116,533,679	\$50,282,343

Ordinance 4881 - Exhibit B (Supplemental Budget Ordinance)

City of Ellensburg

2022 Budget Table - All Funds as Amended

Fund/Department	Budgeted Beg Fund Balance	2022 Revenues	2022 Expenditures	Budgeted Ending Fund Balance
Total General Fund	2,849,750	15,126,877	17,382,592	594,035
Budgeted General Sub-Funds				
Sales Tax	2,575,144	4,855,497	5,108,871	2,321,770
Economic Development	702,814	0	0	702,814
CARES/ARPA Grants	0	2,946,546	2,946,546	0
Art Acquisitions	15,563	51,000	63,000	3,563
Total Budgeted General Sub-Funds	3,293,522	7,853,043	8,118,417	3,028,148
Special Revenue Funds:				
Street	1,239,113	2,642,558	2,852,512	1,029,159
Arterial Street	511,235	6,373,825	6,690,000	195,060
Traffic Impact Fee	570,426	386,618	510,272	446,772
Ellensburg Public Transit	3,028,438	1,234,427	1,899,160	2,363,706
Criminal Justice	2,019,723	1,170,118	1,527,765	1,662,077
Drug	19,999	3,100	11,699	11,400
CATV Ops. and & Maint.	91,526	80,421	101,340	70,607
Park Acquisitions	833,277	267,261	0	1,100,538
Lodging Tax	369,400	401,000	320,313	450,087
Housing & Related Services	417,098	653,547	682,500	388,145
Total Special Revenue Funds	9,100,235	13,212,875	14,595,560	7,717,550
Debt Service Funds				
Capital Imprv. Debt	362,378	562,327	562,327	362,378
2010 Maintenance Bond	60,817	212,800	212,800	60,817
Library Bond Debt	89,748	175,000	186,000	78,748
LID Guarantee Fund	138,523	0	0	138,523
Total Debt Service Funds	651,467	950,127	961,127	640,467
Capital Project Funds				
Capital Imprv. Bond Projects	0	0	0	0
Sidewalk Improvements	722,825	306,000	273,000	755,825
Total Capital Project Funds	722,825	306,000	273,000	755,825
Trust & Agency Funds				
Library Trust	318,965	7,500	8,800	317,665
Hal Holmes Trust	107,052	10,000	10,000	107,052
Fire Relief & Pension Trust	605,300	165,169	132,622	637,847
Total Trust & Agency Funds	1,031,317	182,669	151,422	1,062,564
Enterprise Funds				
Stormwater	809,757	1,520,790	1,894,716	435,831
Stormwater Bond	3,045	0	0	3,045
Telecommunications	248,934	355,901	347,358	257,478
Gas	3,967,908	7,048,904	7,683,691	3,333,121
Light	8,504,217	19,226,770	21,085,847	6,645,140
Water	5,764,048	6,147,505	6,414,889	5,496,664
Water Construction	0	0	0	0
Sewer	2,474,375	5,443,404	6,066,434	1,851,345
Total Enterprise Funds	21,772,284	39,743,273	43,492,934	18,022,623
Internal Service Funds				
Shop & Equipment	7,518,233	2,413,910	2,224,856	7,707,287
Health Insurance	1,027,095	2,551,069	2,650,843	927,321
Risk Management	1,148,544	686,902	670,107	1,165,339
IT Fund	1,217,098	1,539,046	1,542,259	1,213,885
Total Internal Service Funds	10,910,970	7,190,927	7,088,065	11,013,832
Grand Total	\$50,332,370	\$84,565,792	\$92,063,118	\$42,835,044



CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	December 6, 2021
Item Title/Agenda Subject:	Pay Plan Resolution for 2022
Submitted by:	Lisa Young Human Resources
Recommended Action or Motion:	Adopt the attached resolution establishing the 2022 Pay Plan for non-represented employees.
Background/Summary:	A pay plan resolution is submitted to Council for consideration each year. The resolution, if adopted, will set compensation rates for non-represented employees for fiscal year 2022.
Previous Council Action:	The proposed 2022 cost of living adjustment was previously reviewed and approved by Council at the May 3, 2021 Council Meeting.
Analysis:	The ranges for non-represented employees are adjusted upward 3.0 percent in this plan, as previously approved by Council in May 2021. This Resolution also includes a new temporary position, "Construction Project Manager," assigned to the Public Works Division, and expected to perform work for the next two to three years. This position is budgeted with Coronavirus Local Fiscal Recovery Funds (CLFRF) American Rescue Plan Act (ARPA) funds as designated by Council.
Financial Impact:	The increase is estimated to cost \$160,885 in 2022, including the impact to employee benefits based on salary amounts. Approximately \$94,870 of the additional costs are for General Fund positions. A significant portion of those costs are reallocated to the other funds of the City for administrative services provided to those funds. Council adopted the necessary budget adjustments in the last supplemental budget ordinance. The new temporary position is budgeted at 1 FTE for 2022.
Attachments:	2022 Pay Plan Resolution

RESOLUTION NO. 2021-

A RESOLUTION establishing a pay plan for Fiscal Year 2022 for each position in the City service not covered by a valid union contract.

WHEREAS, the City Manager has prepared and submitted to the City Council of the City of Ellensburg a standard schedule of pay; and

WHEREAS, during the May 3, 2021 City Council Meeting the Council approved a 3% cost of living increase for non-represented employees, consistent with other settled labor agreements for 2022; and

WHEREAS, the City Council of said City desires to adopt such amended pay plan;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the Pay Plan Schedule be hereby adopted as set forth herein, and provided that the said plan be effective January 1, 2022.

Section 2. Effective January 1, 2022, the pay range assignment for each non-union class title shall be as follows:

CLASS TITLES BY DEPARTMENT

PAY RANGE

CITY MANAGER

TITLE	MIN	MAX
City Manager	11,152	14,869
Public Information Officer	6,146	8,194
Executive Assistant – City Manager	4,427	5,902
Assistant City Manager/City Attorney	10,594	14,125
Assistant City Attorney	6,768	9,861
Executive Assistant/Deputy City Clerk	4,427	5,902
IT & Telecommunications Manager	6,840	9,120
IT Systems Administrator	5,943	7,924
IT Systems Administrator - SQL	5,943	7,924
Network/Desktop Analyst	5,229	6,972
Human Resources Director	7,934	10,578
HR Specialist	4,707	6,276
Civil Service Secretary/Chief Examiner	150	150

COMMUNITY DEVELOPMENT DEPARTMENT

TITLE	MIN	MAX
Community Development Director	7,934	10,578
Building Official	5,929	7,905
Planning Manager	5,929	7,905
Assistant Building Official	5,573	7,431
Building Inspector II	5,004	6,672
Building Inspector	4,584	6,112

FINANCE DEPARTMENT

TITLE	MIN	MAX
Finance Director	8,680	11,573
Accounting Manager	5,923	7,897
Senior Financial Analyst/Budget Officer	5,923	7,897
Application Specialist	5,923	7,897
Accountant II	5,202	6,936
Utility Services Supervisor	5,202	6,936
City Clerk	4,999	6,665
Accounting Analyst	4,669	6,225

LIBRARY

TITLE	MIN	MAX
Library Director	7,669	10,225
Public Services/Internal Ops Librarian	4,669	6,225
Librarian	4,669	6,225
Part-time Library Substitute*	14.49/hr	15.87/hr

**Reflects WA Minimum Wage increase of 5.8%*

PARK AND RECREATION DEPARTMENT

TITLE	MIN	MAX
Parks & Recreation Director	7,669	10,225
Aquatic & Recreation Supervisor	5,030	6,707

<i>2022 State Minimum Wage - \$14.49</i>	I	II	III	IV	V	VI
Lifeguard	14.59	15.32	16.09			
Instructor	14.59	15.32	16.09			
Recreation Aide	14.59	15.32	16.09	16.89		
Custodian	14.59	15.32	16.09			
Sports Officials I-V	14.49	15.94	17.39	19.13	26.78	
Sports Officials VI Gym/Field Supv.						17.39

POLICE DEPARTMENT

TITLE	MIN	MAX
Police Chief	8,387	11,182
Police Captain (2 positions)	7,396	9,861
Animal Shelter Manager	4,480	5,973
Police Records Supervisor	4,386	5,848

PUBLIC WORKS AND UTILITIES DEPARTMENT

TITLE	MIN	MAX
Public Works & Utilities Director	10,594	14,125
Assistant Utilities Director	8,612	11,482
City Engineer Services Manager	8,612	11,482
Operations Supervisor – Electric	8,340	11,120
Sr. Electrical Engineer	8,202	10,936
Project Engineer (2 Positions)	8,105	10,806
Construction Project Manager (Temporary)	7,868	10,491
Assistant Public Works Director	7,514	10,019
Gas Engineer	7,514	10,019
Assistant City Engineer/Capital Projects Manager	7,514	10,019
Power and Gas Manager	7,034	9,378
Stormwater Utility Manager	6,842	9,123
Transit Manager	6,842	9,123
Assistant Transit Manager	6,018	8,024
Civil Engineer	5,774	7,698
Rate Analyst	4,973	6,631
Sr. Operations Analyst	4,901	6,535
Operations Analyst	4,669	6,225
Operations Analyst – ES	4,669	6,225
Executive Assistant	4,207	5,609
Executive Assistant – ES	4,207	5,609

All other City positions are covered by Union contracts. This resolution has no application to such positions.

Section 3. The Pay Plan set forth herein shall be administered in accordance with applicable provisions of the Personnel Policies Manual and as further provided herein:

- (a) Initial employment: Employees shall be paid within the limits of the wage range to which their positions are assigned. Usually, new employees will begin employment at the beginning wage rate for respective classifications. However, a new employee may be employed at a higher rate than the beginning wages when the employee's experience, training or proven capability warrant, or when prevailing market conditions require a starting rate greater than the established beginning rate. Additionally, the City Manager may negotiate and authorize leave accrual rates and balances for a new employee above entry-level rates.
- (b) Anniversary date, employee performance review and performance-based or merit raises: After an employee has been certified as having successfully completed the appropriate trial period, his or her anniversary date of employment will be retroactive to the date first employed on a full-time basis. A performance-based raise or merit pay is an increase in pay of one or two steps in the appropriate pay range and is for the purpose of recognizing reliable achievement over time by the employee which meets and frequently exceeds supervisory expectations. Such raises shall be based on tangible results which clearly demonstrate the employee is continuing to add value to the City and City services. An increase to a higher step

in the Salary Schedule would normally occur if the employee receives a performance evaluation demonstrating the employee meets and frequently exceeds expectations.

If an employee's performance is unsatisfactory, no performance-based raise will be given for a stipulated period of time during which improvement must be shown or until the employee's job performance is again satisfactory or better, unless a different process is provided in the employee's bargaining agreement. Performance based raises are normally provided at the beginning of each budget year. However, a department director may request a step increase be approved at the end of a trial period within the first year of employment, or upon the assumption of substantially increased duties and/or responsibilities.

Performance-based raises are within the sole discretion of the City Manager, are not automatic, and are subject to the availability of budgeted funds.

Section 4. Exempt Leave. In recognition of the performance of professional responsibilities of employees who work beyond the regularly scheduled work day, who are not compensated for overtime regardless of the time required to perform assigned tasks, and who are classified as "exempt" under the Fair Labor Standards Act, up to forty (40) hours of paid exempt leave may be granted each calendar year subject to review and approval by the City Manager or his/her designee. Persons first employed in any month after January will be granted a pro-rata exempt leave bank through December of their first year of employment. Exempt leave must be used during the year in which it is granted; it cannot be carried over from year to year, and it may not be cashed out. Exempt leave may only be taken in increments greater than two (2) hours.

Section 5. Personal Time Off (PTO). In order to modernize the City's approach to the allocation of employee benefits, the PTO program was established in 2016. The PTO program merges vacation and sick leave into a single leave category and combines leave accrual rates for non-represented staff.

As a condition of implementation of the PTO program employees will receive annually in their paycheck for the January 1-15 payroll period the sum of \$262.00. This amount shall be reviewed by the City Manager in November of each year and adjusted as necessary and appropriate by the City Manager.

Section 6. PTO accrual cash out. If an employee is unable to take PTO leave due to circumstances dictated by special needs of the City, the City Manager may authorize the cash out of any portion of an employee's accrued PTO hours in excess of the maximum allowable accrued PTO hours identified in the Personnel Manual.

Section 7. Cell Phone Allowances. Employees required to carry a cell phone for City business may be provided a cell phone by the City for official use, or with the approval of the city manager, may be provided a cell phone allowance to compensate for the use of a private cell phone for City business.

Section 8. Life Insurance. Employees covered under this resolution shall be provided with a \$25,000 life insurance policy at City expense.

All remaining terms and conditions of Resolution No. 2020-36, 2021-11, and 2021-23 remain in
2022 Pay Plan Resolution Page 4 of 5

full force and effect.

PASSED AND ADOPTED by the City Council of the City of Ellensburg at a regular meeting on the ____ day of _____, 2021.

Mayor

Attest:

City Clerk



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: December 6, 2021

Item Title/Agenda Subject: Resolution approving Multifamily Housing Limited Property Tax Exemption Agreement with Stalder Holdings LLC for 1st and Pine Studios

Submitted by: Jamey Ayling Community Development

Recommended Action or Motion: Approve the resolution and authorize the City Manager to sign the agreement with Stalder Holdings, LLC

Background/Summary: Stalder Holdings, LLC has submitted an application with the Community Development Department to receive the Multifamily Housing Tax Exemption (MFTE) for the development known as 1st and Pine Studios. The project, located at 101 N. Pine Street, will contain 19 studio units, and is currently under construction under Building Permit number B21-349. If approved, the MFTE would allow for the value of the new housing construction to be exempt from ad valorem property taxation for a period of eight successive years, beginning January 1st of the year immediately following the calendar year of issuance of the certificate. The tax exemption would not include the value of the land or any non-housing related improvements.

Previous Council Action: Consistent with the planning goals of the Growth Management Act (GMA), the State of Washington has provided various means of promoting affordable housing, including multifamily housing, in urban centers. One such incentive is provided through offering tax exemptions for multifamily developments in urban centers that meet the specific criteria outlined in RCW 84.14. The purpose statement in RCW 84.14.007 reads as follows:

...It is further the purpose of this chapter to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multifamily housing in urban centers having insufficient housing opportunities that will increase and improve residential opportunities, including affordable housing opportunities, within

these urban centers. To achieve these purposes, this chapter provides for special valuations in residentially deficient urban centers for eligible improvements associated with multiunit housing, which includes affordable housing. It is an additional purpose of this chapter to allow unincorporated areas of rural counties that are within urban growth areas to stimulate housing opportunities and for certain counties to stimulate housing opportunities near college campuses to promote dense, transit-oriented, walkable college communities.

The City has enacted Ellensburg City Code (ECC) Chapter 2.30 Multifamily Housing Tax Incentives in response to the exemption opportunity allowed for by the State. Multifamily projects that provide at least 20 percent of the units as affordable housing units are eligible for a 12-year exemption. Multifamily projects that do not include an affordable housing component are eligible for the exemption for a lesser period of 8 years. The Central Commercial (C-C) Zone has been designated by Council as the “Residential Targeted Area” within the City of Ellensburg. Since the adoption of the MFTE ordinance, six multifamily projects have received the multifamily housing tax exemption.

Analysis:

Stalder Holdings, LLC has submitted an application to receive the 8-year tax exemption for the new 19-unit apartment complex located at 101 N. Pine Street. A vacant house was previously located on the site.

The eligibility requirements and procedures for approving a MFTE project are described in Chapter 2.30 ECC. The project has been found to meet the eligibility requirements of ECC 2.30.060, and the next step is to enter into a contract with the City, pursuant to ECC 2.30.060(B). If Council approves the contract, the Community Development Department will issue a Conditional Certificate of Tax Exemption which shall contain a statement that the property has complied with ECC 2.30.050 and 2.30.060. The conditional certificate expires three years from the date of approval.

Upon completion of the improvements agreed upon in the contract between the applicant and the city, and upon issuance of a temporary or permanent certificate of occupancy, the

applicant may request a final certificate of tax exemption, pursuant to ECC 2.30.080.

Financial Impact:

The exemption of the property tax will delay the increase in property tax associated with this development collected by the County over an 8-year period beginning in 2022. The estimated property tax revenue reduction to the city based on the improvement value of \$1.3 million would be approximately \$2,270 each year through 2030.

Attachments:

[Resolution 1st and Pine Studios](#)

RESOLUTION NO. 2021-__

A RESOLUTION of the City Council of the City of Ellensburg approving an agreement with Stalder Holdings, LLC for property tax exemption.

WHEREAS, the City of Ellensburg desires to stimulate new construction of multifamily housing in the downtown, in order to encourage increased residential opportunities within the central commercial zone, to stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multifamily housing in the central commercial zone to increase and improve housing opportunities, and to reduce development pressure on single-family residential neighborhoods; and

WHEREAS, the City is interested in promoting new housing in the downtown area of the City of Ellensburg; and

WHEREAS, the City has, pursuant to authority granted to by Chapter 84.14 RCW, designated the Central Commercial zoned area of the city as a Residential Target Area for the provision of limited property tax exemptions for new multifamily residential housing; and

WHEREAS, the City has, as set forth at Chapter 2.30 of the Ellensburg City Code (“ECC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Kittitas County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption; and

WHEREAS, Stalder Holdings, LLC (Applicant) is interested in receiving a limited property tax exemption for the construction of new multifamily residential housing within the central commercial zone, which is a designated “Residential Target Area” identified in Chapter 2.30 ECC; and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining the development of new multifamily residential housing being constructed on property addressed as 101 N. Pine Street Ellensburg, WA, Parcel ID # 337133, and more particularly described as Lot 6 Block 22 Town (Now City) of Ellensburg, as per the Plat thereof recorded in Volume 1 of Plats, Page 1, records of Kittitas County, State of Washington. (“Property”); and

WHEREAS, the City has determined that the improvements to the Property satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City Council for the City of Ellensburg do resolve as follows:

Section. 1. The Agreement attached hereto as Exhibit A between Stalder Holdings, LLC and the City of Ellensburg, a Washington Municipal Corporation, is approved.

Section 2. The City Manager of the City of Ellensburg or her designee is authorized to execute the attached Exhibit A.

ADOPTED by the City Council of the City of Ellensburg this December 6th, 2021.

Bruce Tabb, Mayor

ATTEST:

Beth Leader, City Clerk

Exhibit A

MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION
AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2021, by and between STALDER HOLDINGS LLC, a Washington Limited Liability Corporation (hereinafter referred to as “Applicant”), and the CITY OF ELLENSBURG, a Washington municipal corporation (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multifamily housing in the downtown, in order to encourage increased residential opportunities within the central commercial zone, to stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multifamily housing in the central commercial zone to increase and improve housing opportunities, and to reduce development pressure on single-family residential neighborhoods, and

WHEREAS, the City is interested in promoting new housing in the downtown area of the City of Ellensburg, and

WHEREAS, the City has, pursuant to authority granted to by Chapter 84.14 RCW, designated the Central Commercial zoned area of the city as a Residential Target Area for the provision of limited property tax exemptions for new multifamily residential housing, and

WHEREAS, the City has, as set forth at Chapter 2.30 of the Ellensburg City Code (“ECC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Kittitas County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multifamily residential housing, to be known as “1st & Pine Studios”, within the Central Commercial zoning district, which is a Designated Residential Target Area identified in ECC 2.30.020, and

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the development of new multifamily residential housing being constructed on property addressed as 101 N. Pine Street Ellensburg, WA, Parcel ID # 337133, and more particularly described as Lot 6 Block 22 Town (Now City) of Ellensburg, as per Plat thereof recorded in Volume 1 of Plats, Page 1, records of Kittitas County, State of Washington. ("Property"), and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption,

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant agrees to construct on the site multifamily residential housing units as described in the approved site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement.
3. The Applicant agrees that the property must satisfy any eligibility conditions contained in Chapter 2.30 ECC for the duration of the tax exemption.
4. The Applicant is requesting an X EIGHT or a TWELVE year (check one) limited property tax exemption. (If a twelve year exemption, the Applicant commits to renting or selling at least twenty percent (20%) of the multifamily housing units constructed on the site as housing units affordable for low or moderate-income households as defined by ECC 2.30.015).
5. The Applicant agrees to complete construction of the agreed upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City.
6. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Community Development Director ("Director") the following:
 - (a) A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption;

- (c) A statement that the work was completed within the required three-year period or any authorized extension.
- 7. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Kittitas County Treasurer and Assessor within forty days.
- 8. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of eight years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multifamily units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 2.30 ECC, and Chapter 84.14 RCW;
 - (c) A description of any subsequent improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
 - (d) The total monthly rent for each unit; and
 - (e) Documentation of the income of each renter household at the time of initial occupancy.
- 9. The applicant agrees to maintain the property including all improvements in compliance with all applicable City codes and requirements.
- 10. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multifamily units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 8 or to maintain adequate records may result in the tax exemption being canceled.
- 11. If the Applicant converts to another use any of the new multifamily residential housing units constructed under this Agreement, the Applicant shall notify the Kittitas County Assessor and Treasurer and the Director within 60 days of such change in use.
- 12. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.

13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in Chapter 84.14 RCW. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
14. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.
15. Applicant agrees that this Agreement is subject to the Ellensburg MultiFamily Housing Tax Exemption set forth in Chapter 2.30 of the Ellensburg City Code.

CITY OF ELLENSBURG

STALDER HOLDINGS LLC

Heidi Behrends Cerniwey, City Manager
Date: _____

Douglas Stalder, Managing Partner
Date: _____

Approved as to form:

Terry Weiner, City Attorney

STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this day personally appeared before me, the undersigned Notary Public, in and for the State of Washington, duly commissioned and sworn, Douglas Stalder, Authorized Signatory for STALDER HOLDINGS LLC, who executed the within and foregoing instrument, and acknowledged

the said instrument to be the free and voluntary act and deed of said property, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Dated this _____ day of _____, 2021.

Printed Name:

Notary Public in and for the State of Washington, residing at _____.

My Commission Expires:

STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this day personally appeared before me, the undersigned Notary Public, in and for the State of Washington, duly commissioned and sworn, _____, the _____ of the CITY OF ELLENSBURG, as GRANTEE, a Washington municipal corporation, which executed the within and foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said city, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated this _____ day of _____, 2021.

Printed Name:

Notary Public in and for the State of Washington, residing at _____.

My Commission Expires:



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: December 6, 2021

Item Title/Agenda Subject: Resolution to approve Affordable Housing Agreement with Habitat for Humanity

Submitted by: Terry Weiner City Attorney Department

Recommended Action or Motion: Adopt the Resolution approving the Affordable Housing Agreement with 113 W Bender Road, LLC (Habitat for Humanity Seattle-King County) and authorizing the City Manager to execute all transactional documents required to complete the Agreement, and approve all necessary budget adjustments.

Background/Summary: In November 2017, City voters approved a one tenth of one percent increase in City sales tax for housing and related services consistent with RCW 82.14.530. The purpose of this local funding source is to support housing and related services in the City. Consistent with state law, housing created with these funds is required to serve households earning 60% or less of Area Median Income (AMI) and fall within specific population groups as described in RCW 82.14.530.

In addition, as part of the City's efforts to increase the stock of affordable housing, three acres of surplus property owned by the City were made available to be donated to a successful applicant for use as affordable housing.

On October 22, 2020 the City received an application from Habitat for Humanity Seattle-King County requesting acquisition of City surplus property located at the north intersection of Bender and Water streets, and \$765,000 in affordable housing sales tax funds, to develop 18 single family dwellings providing home ownership opportunities to low income families.

Previous Council Action: City Council approved the award letter to Habitat for Humanity Seattle-King County for the project on December 21, 2020. The award letter included donation of the Bender/Water surplus property along with \$765,000 to be contributed from

the City's Affordable Housing Fund.

Analysis:

The parties have been progressing with both contract negotiations and the land use permit process over the past several months. Due to the unique purchasing requirements for home ownership whereby Habitat for Humanity sells the homes to qualifying purchasers, but retains ownership of the land, the contract negotiations were complicated and required the exchange of multiple drafts of the agreement and ultimately 14 separate attachments as part of the regulatory agreement. The agreement is attached for review; the 14 attachments are 92 pages and available to review at this link:https://g3coe-my.sharepoint.com/:b:/g/personal/davisond_ci_ellensburg_wa_e/go11Xy. The Agreement provides that the affordability component for the homes must be maintained for at least 50 years. The development will occur in three phases, and the affordable housing funds will be contributed towards 3 of the 18 homes - one in each phase - with payments made based on construction progress. Those homes will require the homeowners to meet the requirement to earn 60% or less of the Area Median Income ("AMI") per RCW 82.14.530. The other 15 homes will need to meet the requirement for homeownership by those earning 80% or less of the AMI required for donated surplus property by RCW 39.33.015, and as defined in RCW 43.63A.510.

During this time, Habitat for Humanity has been working closely with City staff to submit its permit documents for the project. The project has been through SEPA, and Council approved the preliminary plat for the project, now identified as "Stuart Meadows" on August 16, 2021. It is expected that Habitat will submit its final plat application for City Council approval in the next month or two, and break ground shortly thereafter. Water Street will be extended as a part of the subdivision to serve as the main access road. This extension provides future connectivity to a portion of the preliminarily approved Ellensburg Flats subdivision located to the north.

Financial Impact:

Total City support included in the attached agreement is \$1,105,000. This includes \$340,000 for the donation of the Bender/Water surplus property along with \$765,000 in Affordable Housing sales tax funds.

There is sufficient fund balance in the Affordable Housing Fund to make the construction progress payments required by the Agreement. Funding is not included in the 2022 Budget. Budget adjustments will be needed to line up progress payments with the 2022 Budget. Progress payments not completed in 2022 may be carried forward into the 2023 budget.

The City's administrative workload for this agreement will be absorbed within existing General Fund budget levels. This agreement requires the City to evaluate and approve each subsequent resale of the units for 50 years, workload the City will need to incorporate in future budgets.

Attachments:

[Resolution for Approving Affordable Housing Agreement](#)

[Exhibit A - Ellensburg - Affordable Housing Agreement, Habitat](#)

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF ELLENSBURG, WASHINGTON, approving the form of an Affordable Housing Agreement and various related agreements to be entered into with Habitat for Humanity of Seattle-King County and with 113 W Bender Road LLC, for the purpose of developing and making available housing affordable to persons of low- and very-low income within the City; and authorizing the City Manager to execute the Affordable Housing Agreement and related additional agreements, instruments, and certificates.

WHEREAS, the City seeks to add to the community's supply of affordable housing units that are actively managed, which constitutes a public use and purpose and an essential governmental function for which public moneys may be spent, and other aid given and a proper public purpose, necessary in the public interest; and

WHEREAS, in November 2017, the City's voters approved a City sales tax of 0.10% for housing and related services consistent with RCW 82.14.530 (the "Affordable Housing Sales Tax"), including to provide housing affordable to households earning 60% or less of Area Median Income ("AMI") who also fall within specific population groups as described in RCW 82.14.530 ("Sixty Percent Households"); and

WHEREAS, pursuant to Resolution 2020-01, the City Council previously declared approximately three acres, known as 113 West Bender Road (the "Site") to be surplus to the City's needs and authorized disposal of the Site pursuant to RCW 39.33.015 for the public benefit purpose described in Resolution 2020-01 and RCW 39.33.015, namely to provide affordable housing for low-income and very low-income households and related facilities that support the goals of affordable housing development in providing economic and social stability for low-income persons. For this purpose "Low-Income" refers to an earnings threshold of 80% of AMI, and "Very Low-Income" refers to an earnings threshold of 50% of AMI, all as set forth in RCW 43.63A.510; and

WHEREAS, the City has negotiated the Affordable Housing Agreement, the form of which is attached as Exhibit A, pursuant to which a single-purpose developer entity, known as 113 W Bender Road LLC (the "Developer") whose sole member is Habitat for Humanity of Seattle-King County, will develop the Site with 18 single family dwellings (each a "Unit" and collectively, the "Units"), of which at least three shall be sold at an affordable housing cost to Sixty Percent Households and the remainder of which shall be sold at an affordable housing cost to Low-Income Households. The Units shall be sold subject to a Regulatory Agreement that will ensure that the affordable housing requirements are met for a 50-year Affordability Period; and

WHEREAS, in conjunction with this project, the City has agreed to loan to the Developer an amount not to exceed \$765,000 from revenues received from the voter-approved Affordable Housing Sales Tax. This loan of cash, plus the value of the Site, shall be forgiven upon expiration of the Affordability Period, provided that the permitted income levels of the buyers of each Housing Unit and the permissible sales price to be charged to acquire each Housing Unit, which are set forth in detail in the Affordable Housing Agreement, the Regulatory Agreement, and other

applicable federal and state laws and regulations are met and complied with during the entire Affordability Period; and

WHEREAS, the City Council finds that this affordable housing project is in the City's best interest and promotes the public health, safety and welfare of the residents of the City, and is in accord with the public purposes and provisions of applicable federal, state and local laws and requirements;

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

Section 1. The City Manager, and other appropriate officers of the City, are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this resolution, and to execute the following documents in substantially the forms attached as Exhibit A: (1) the Affordable Housing Agreement; (2) the Regulatory Agreement; and (3) such additional documents, agreements, certificates, and instruments as may be necessary or desirable to secure the proper application of the Affordable Housing Sales Tax revenues and proper use of the Site to secure affordable housing within the City as described herein.

Section 2. The City Manager is authorized to take such additional actions as may be required and to make such changes to the forms of such documents as are deemed advisable, upon consultation with the City Attorney, consistent with and in order to carry out the expressed intent of this resolution. All actions taken prior to the effective date of this resolution in furtherance of the purposes described in this resolution and not inconsistent with the terms of this resolution are ratified and confirmed in all respects. The approvals contained herein or in the Affordable Housing Agreement do not constitute, nor are they a substitute for, any required land-use permits or approvals required to be obtained by the Developer. This resolution shall take effect and be in force immediately after its passage, approval and publication.

ADOPTED by the City Council of the City of Ellensburg this 6th day of December, 2021.

MAYOR

Attest:

CITY CLERK

EXHIBIT A

AFFORDABLE HOUSING AGREEMENT

by and between

CITY OF ELLENSBURG

and

113 W BENDER ROAD LLC

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ATTACHMENTS

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AFFORDABLE HOUSING AGREEMENT

THIS AFFORDABLE HOUSING AGREEMENT (the “Agreement”), dated, for identification purposes only, as of December 6, 2021 (the “Date of the Affordable Housing Agreement”) is entered into by and between the **CITY OF ELLENSBURG**, a municipal corporation (“City”), **113 W BENDER ROAD LLC**, a Washington limited liability company (the “Developer”).

R E C I T A L S

A. City is a municipal corporation which, as part of its governmental operations, seeks to add to the community’s supply of affordable housing units that are actively managed, which constitutes a public use and purpose and an essential governmental function for which public moneys may be spent, and other aid given and a proper public purpose, necessary in the public interest.

B. In November 2017, City voters approved a one tenth of one percent increase in City sales tax for housing and related services consistent with RCW 82.14.530. The purpose of this local funding source is to support housing and related services in the City. Consistent with state law, housing created with these funds is required to serve households earning 60% or less of Area Median Income (“AMI”) and fall within specific population groups as described in RCW 82.14.530.

C. City currently owns that certain property consisting of approximately three acres, known as 113 West Bender Road (the “Site”) within the corporate limits of the City of Ellensburg. Pursuant to Resolution 2020-01, the City Council has declared such property surplus to the City’s needs and has authorized disposal of the Site pursuant to RCW 39.33.015 for the public benefit purpose described in Resolution 2020-01 and RCW 39.33.015, namely to provide affordable housing for low-income and very low-income households and related facilities that support the goals of affordable housing development in providing economic and social stability for low-income persons. For this purpose “low-income” refers to an earnings threshold of 80% of AMI, and “very low-income” refers to an earnings threshold of 50% of AMI, all as set forth in RCW 43.63A.510.

D. Developer will develop the Site with 18 single family dwellings (each a “Unit” and collectively, the “Units”) and together with the corresponding lot, each a “Homebuyer Property” (as defined in Section 1.1), each of which shall be a Low-Income Household. In addition, of the Units, at least three shall be devoted to “Sixty Percent Households,” as defined below, and shall serve the specific population groups described in RCW 82.14.530. All of the Units shall be limited to sale at “Affordable Housing Cost” as further provided herein.

E. Developer has requested assistance from City in the form of a loan from moneys the City has obtained upon application of sales taxes under the authority of RCW 82.14.530.

F. By this Agreement, and subject to the terms and conditions herein, City desires to aid in the implementation of the Project as more fully described herein. The permitted income levels of the buyers of each Housing Unit and the permissible sales price to be charged to acquire each Housing Unit are set forth in detail in this Agreement and the Regulatory Agreement, in order to ensure compliance with the requirements this Agreement and other applicable federal and state laws and regulations.

G. Initially capitalized terms used in these Recitals are defined in these Recitals and in Section 1.1.

H. The Project is in the vital and best interest of City and the health, safety and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

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

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. As used in this Agreement (and in all other Project Documents, unless otherwise defined), the following capitalized terms shall have the following meanings:

“Affiliate” means any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with Developer which, if Developer is a partnership or limited liability company, shall include each of the constituent partners or members, respectively thereof. The term “control” as used in the immediately preceding sentence, means, with respect to a person that is a corporation, the right to the exercise, directly or indirectly, of at least 50% of the voting rights attributable to the shares of the controlled corporation and, with respect to a person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person.

“Affordability Covenant” means the covenant running with the land for the benefit of the City to secure that the housing to be developed on the Site remains affordable to persons of low- and very-low income who qualify for such assistance under State law for duration of the Affordability Period, all as set forth in the Regulatory Agreement.

“Affordability Period” means the duration of the affordable housing requirements that are required by this Agreement and set forth in the Regulatory Agreement. The Affordability Period shall continue until the 51st anniversary of the first sale of a Unit located on the Site.

“Affordable Housing Cost” has that meaning set forth therefor in Section 6.1.3 of this Agreement.

“Area Median Income” or **“AMI”** means the Area Median Income for Kittitas County, Washington, as published annually, effective July 1, by the U.S. Department of Housing and Urban Development – HOME Income Limits.

“Building Permit” means the building permit(s) issued by City and required for the Improvements.

“Certificate of Completion of Construction” means Attachment No. 10.

“City” means the City of Ellensburg, a Washington municipal corporation.

“City Code” means the municipal code of City as amended from time to time.

“City Conveyance” means the conveyance by which Developer shall acquire title to the Site from City.

“City Deed” means a grant deed by which City will convey the Site to Developer. The form of the City Deed shall be substantially as set forth as Attachment 12.

“City Conveyance Developer Certificate” means the certificate delivered by Developer to the City as a condition of Closing.

“City-Developer Deed of Trust” means a deed of trust in the form of Attachment 5 hereto.

“City-Developer Loan” has the meaning set forth in Section 2.1.2.

“City-Developer Note” means a promissory note by Developer to City in the form of Attachment 4.

“City-Developer Purchase Price” means the sum of \$340,000, which shall be deemed to be the value of the Site established upon conveyance of the Site to the Developer pursuant to Section 2.1 of this Agreement.

“City Homebuyer Loan Policy” is defined in Section 6.1.6.

“City Loan Amount” means (a) the Cash Portion of the City Loan Amount, in an amount equal to the lesser of (i) Seven Hundred Sixty-Five Thousand and 00/100 U.S. Dollars (\$765,000) or (ii) sixteen percent (16%) of the total development cost of the Project as described in the Financing Plan approved by the City, plus (b) the value of the Site established upon conveyance of the Site to the Developer pursuant to Section 2.1 of this Agreement.

“City Loan Policy” shall have the meaning set forth therefor in Section 2.2 of this Agreement.

“City Manager” means the City Manager of City and the authorized designee(s) of the City Manager. Whenever the consent, approval or other action of the “City Manager” is required herein such consent may be provided by the City Manager or the authorized designee(s).

“Civil Permits” means the permit(s) issued by the City and required to construct the on-site utilities and infrastructure serving the Project.

“Conditions Precedent” shall have the meaning set forth therefor in Section 2.1.4 hereof.

“Conditions to Sale to Program Participant” means those matters set forth in Section 6.5.

“Construction” means the entire work of construction, development and improvement of the Site which is required pursuant to this Agreement, including as set forth in the Scope of Development.

“Construction Contract” means the contract entered into by and between Contractor and Developer for the construction of the Project and itemized with all Construction Costs, as approved by City Manager pursuant to this Agreement in the City Manager’s reasonable discretion.

“County” means the County of Kittitas, Washington.

“County Recorder” means the County Auditor or other official charged with recording of documents pertaining to title to land.

“Date of the Affordable Housing Agreement” means December 6, 2021.

“Designated City Homebuyer Lien Priorities” is defined in Section 6.1.4.3.

“Developer” means 113 W Bender Road LLC, a Washington limited liability company, as defined in the first paragraph hereof.

“Developer-Homebuyer Deed” means a deed substantially in the form of Exhibit K to the Homebuyer Loan Agreement.

“Developer Sale Certificate” means a certificate in the form of Attachment 11.

“Eighty Percent Households” means households earning not greater than 80% of Kittitas County AMI, adjusted for household size.

“Eligible Homebuyer” means a household which (i) is, depending on the restrictions applicable to the Unit, a Sixty Percent Household or an Eighty Percent Household; (ii) has satisfactorily completed a Homebuyer Training Program provided by Habitat Parent (or, if Habitat Parent is no longer providing such a program, a substitute Homebuyer Training Program approved by the City Manager) and such completion is certified by each of Developer and Habitat Parent, which must be evidenced by the delivery of a Homebuyer Training Certificate; (iii) is acquiring a Unit for owner occupancy by such household at a price which does not exceed Affordable Housing Cost (which in the case of three Units means the Affordable Housing Cost for Sixty Percent Households); and (iv) has executed all those instruments to be executed by each Initial Homebuyer as required by this document, including without limitation the Homebuyer Loan Agreement and the exhibits thereto.

“Escrow” means, unless the context requires otherwise, the escrow established for the recording of the City Deed, the Regulatory Agreement, and the City Deed of Trust.

“Escrow Holder” means the holder of the Escrow, as designated by City.

“Escrow Instructions” means the City’s escrow instructions in the form of Attachment 14 together with such amendments, if any, as may be approved by the City Manager.

“Event of Default” has the meaning set forth in Section 7.1.

“Fair Housing Laws” means the Fair Housing Act of 1968 as amended from time to time (42 U.S. Code Sections 3601-3619 and 3631), and State laws pertaining to housing including without limitation the Washington Law Against Discrimination, Chapter 49.60 RCW.

“Financing Plan” means a plan which accounts for all sources necessary for the construction of the Improvements; such Financing Plan is to be subject to review and approval by the City Manager.

“FIRPTA” means the Foreign Investment in Real Property Transfer Act.

“General Contractor” means the general contractor hired by Developer to engage and supervise the subcontractors in the performance and completion of the construction of the Improvements. The General Contractor shall be reasonably acceptable to and approved by the City Manager, in the City Manager’s reasonable discretion. The parties acknowledge that the General Contractor will not be performing actual construction work for any portion of the Development, but

instead shall hire Subcontractors (after competitive bidding) who shall be reasonably approved by the City Manager.

“Governmental Requirements” means all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the state, the County, City, or any other political subdivision in which the Site is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over Developer or the Project, including without limitation RCW 82.14.530 and applicable provisions of the WAC. The Governmental Requirements shall be deemed to require, without limitation, the payment of fees charged by governmental agencies having jurisdiction over the development of the Site.

“Ground Lease” means a ground lease between Developer, as lessor, and a Program Participant, as lessee, pursuant to which the individual lot generated upon the division of the Site into 18 parcels is leased to a Program Participant with restrictions on occupancy and resale consistent with this Agreement and otherwise in the form of Attachment 7 or otherwise acceptable to the City.

“Habitat Parent” means Habitat for Humanity Seattle-King County, a Washington non-profit public benefit corporation.

“Hazardous Material” or “Hazardous Materials” means: (a) any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Washington, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste,” “dangerous wastes”, “hazardous substances”, “hazardous household substances”, “acutely hazardous waste,” “restricted hazardous waste,” or “extremely hazardous waste” under RCW Title 70, Chapter 70.105, (ii) petroleum, (iii) asbestos and/or asbestos containing materials; (iv) lead-based paint or any lead based or lead products; (v) polychlorinated biphenyls, (vi) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317), (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903), (vii) Methyl-tertiary Butyl Ether; (xii) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601); (viii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any “Environmental Laws” (as defined in Paragraph (c) of this Section 308) either requires special handling in its use, transportation, generation, collection, storage, handling, treatment or disposal, or is defined as “hazardous” or harmful to the environment; and/or (ix) lead based paint pursuant to and defined in the Lead-Based Paint Poisoning Prevention Act, Title X of the 1992 Housing and Community Development Act, 42 U.S.C. §4800, et seq., specifically §§4821–4846, and the implementing regulations thereto. Notwithstanding the foregoing, “Hazardous Materials” shall not include such products in quantities as are customarily used in the construction, maintenance, rehabilitation, management, operation and residence of residential developments or associated buildings and grounds, or typically used in residential activities in a manner typical of other comparable residential developments, or substances commonly ingested by a significant population living within the Project, including without limitation alcohol, aspirin, tobacco and saccharine.

(b) The term “Hazardous Materials Contamination” means the contamination (whether presently existing or hereafter occurring) of the improvements, facilities, soil, groundwater, air or other elements on, in or of the Site by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air or other elements on, in or of any other property as a result of Hazardous Materials at any time (whether before or after the Effective Date) emanating from the Site.

(c) The term “Environmental Laws” as used in this Agreement means all laws, ordinances and regulations relating to Hazardous Materials, including, without limitation: the Clean Air Act, as amended, 42 U.S.C. Section 7401, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901, et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986), 42 U.S.C. Section 9601, et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601, et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651, et seq., the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. Section 11001, et seq.; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. Section 801, et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. Section 300f, et seq.; all comparable state and local laws, laws of other jurisdictions or orders and regulations; and all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the city, or any other political subdivision in which the Site is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over City, Developer, or the Site.

(d) The term “Environmental Claim” means (i) any judicial or administrative enforcement actions, proceedings, claims, orders (including consent orders and decrees), directives, notices (including notices of inspection, notices of abatement, notices of noncompliance or violation and notices to comply), requests for information or investigation instituted or threatened by any governmental authority pursuant to any Governmental Requirement; or, (ii) any suits, arbitrations, legal proceedings, actions or claims instituted, made or threatened that relate to any damage, contribution, cost recovery, compensation, loss or injury resulting from the release or threatened release (whether sudden or non-sudden or accidental or non-accidental) of, or exposure to, any Hazardous Materials, or the violation or alleged violation of any Governmental Requirement, or the general, manufacture, use, storage, transportation, treatment, or disposal of Hazardous Materials.

“Homebuyer Escrow Holder” means First American Title or another escrow holder designated by City.

“Homebuyer Junior Deed of Trust” means a deed of trust securing repayment of the financial subsidy to Homebuyer provided by Habitat Parent in the event that repayment is required due to a failure by the Homebuyer to perform its obligations under the Ground Lease, Homebuyer Junior Note, or Homebuyer Junior Deed of Trust. Each Homebuyer Junior Deed of Trust shall be junior and subordinate to the Homebuyer Senior Deed of Trust recorded as to that property. The form of the Homebuyer Junior Deed of Trust is set forth as Exhibit J to the Homebuyer Loan Agreement.

“Homebuyer Junior Note” means a promissory note to evidence the financial subsidy provided by Habitat Parent to Homebuyer in the event that repayment is required due to a failure by the Homebuyer to perform its obligations under the Ground Lease, Homebuyer Junior Note, or Homebuyer Junior Deed of Trust. The form of the Homebuyer Junior Note is set forth as Exhibit I to the Homebuyer Loan Agreement.

“Homebuyer Loan Agreement” means an agreement in the form of Attachment 6 hereof.

“Homebuyer Lot” means a leasehold interest in each lot generated upon the division of the Site to accommodate the eighteen (18) Units.

“Homebuyer Price” means that amount determined by City upon receipt of request therefor by Developer to represent the purchase price for a Homebuyer Property to be paid by the corresponding purchaser. Upon conferring with Developer, the Homebuyer Price shall not, in any case, exceed Affordable Housing Cost for a Low-Income Household as determined by City in accordance with this Agreement. In addition, with respect to three of the Units, the Homebuyer Price shall not exceed Affordable Housing Cost for a Sixty Percent Household. The Homebuyer Price shall include all forms of remuneration to be given by each homebuyer to Developer (including without limitation purchase money and land rent).

“Homebuyer Property” means the Unit on the corresponding Homebuyer Lot.

“Homebuyer Purchase and Sale Agreement” means an agreement entered with each Homebuyer in the form attached hereto as Attachment 15, together with such amendments, if any, as may be approved by the City Manager, and which satisfies the requirements of Section 6.1. The form of the Homebuyer Purchase and Sale Agreement is set forth as Exhibit G to the Homebuyer Loan Agreement.

“Homebuyer Purchase Escrow” has the meaning set forth in Section 6.1.4.

“Homebuyer Senior Deed of Trust” means a deed of trust substantially in the form of Exhibit C to the Homebuyer Loan Agreement to be executed by each Program Participant and recorded as a senior deed of trust against the corresponding Homebuyer Property, subject to the Permitted Mortgage.

“Homebuyer Senior Loan” means a senior loan to each Initial Homebuyer as more fully described in the Homebuyer Loan Agreement.

“Homebuyer Senior Note” means a promissory note substantially in the form of Exhibit “I” to the Homebuyer Loan Agreement to be executed by each Program Participant and delivered to City in connection with each sale of a Homebuyer Property and/or Unit.

“Homebuyer Training Certificate” means a certificate affirming the completion by the corresponding homebuyer of a Homebuyer Training Program. The Homebuyer Training Certificate must be valid at the time the prospective purchaser is determined to an Eligible Homebuyer.

“Homebuyer Training Program” means classroom-based, homebuyer education program conducted by a HUD-certified homebuyer education counselor consisting of not less than eight (8) hours of classroom instruction.

“HUD” means the United States Department of Housing and Urban Development.

“Improvements” means all of the improvements described in the Scope of Development.

“Indemnitees” means City and its elected officials, officers, employees, attorneys, contractors, elective and appointive boards and commissions, representatives, agents, and volunteers.

“Initial Homebuyer” means the initial purchaser of each Homebuyer Property from Developer.

“Legal Description of the Site” means Attachment 2.

“Low-Income Household” means, collectively, Sixty Percent Households and Eighty Percent Households.

“Map” means Attachment 1 hereof.

“Official Records”, unless the context otherwise requires, means the official land records of the County Recorder of the County.

“Owner’s Title Policy (Developer)” is defined in Section 2.4.

“Owner’s Title Policy (Homebuyer)” is defined in Section 6.1.6.

“Parcel Map” means such parcel map as Developer shall prepare and have processed to divide the Site into 18 parts.

“Parties” means City and Developer.

“Permitted Mortgage” means a first lien mortgage or deed of trust approved by Habitat and encumbering (i) the Unit, and (ii) a Program Participant’s leasehold interest in the corresponding land parcel, granted by a Program Participant to an institutional (including governmental) lender providing purchase money financing for the Homebuyer Property.

“Plans” means those building plans approved by City regarding the development of the Improvements and any related off sites.

“Pricing Protocol” means the protocol established in Section 6.1.3 for establishing Program Participant price.

“Program Participant” means a household which is mutually approved by each of Developer and City for purchase of a Homebuyer Property, applying criteria including: (i) the household is a Sixty Percent Household (in the case of three Units) or an Eighty Percent Household (in the case of fifteen Units) as confirmed by the City Manager upon receipt of evidence from Developer and a prospective homebuyer; (ii) the household has executed and deposited into escrow for delivery to City or Developer, as applicable, upon closing of the Homebuyer Loan Agreement, the Homebuyer Senior Note, the Homebuyer Senior Deed of Trust (with that deed of trust to be recorded as provided in the Homebuyer Loan Agreement), the Homebuyer Junior Note, the Homebuyer Junior Deed of Trust, and the Ground Lease; (iii) the household has not held an ownership interest in a residence for at least three years preceding the purchase of the corresponding Homebuyer Property; (iv) the purchase price to the homebuyer, as confirmed by City, does not exceed Affordable Housing Cost; (v) Developer has determined homebuyer income eligibility in accordance 24 CFR Part 5 and has documented to City (and upon request therefor, HUD) the income of all persons acquiring property from Developer under this Agreement. Source documentation evidencing annual income shall include, but is not limited to verification of employment, wage statements, bank statements, unemployment compensation and other documents to confirm annual household income in accordance with the income guidelines established by HUD for the qualifying year.

“Program Participant Documents” means, the Homebuyer Loan Agreement, the Homebuyer Senior Deed of Trust, the Homebuyer Senior Note, the Ground Lease, the Homebuyer Junior Deed of Trust, the Homebuyer Junior Note, and the Regulatory Agreement.

“Project” means the eighteen (18) Units to be developed at the Site in three phases, to be operated in conformity with this Agreement, including without limitation the Regulatory Agreement and other documents recorded in implementation of this Agreement.

“Project Documents” means, collectively, this Agreement, the Regulatory Agreement, the City Deed, the City-Developer Note, the City-Developer Deed of Trust, the Homebuyer Senior Note, the Homebuyer Senior Deed of Trust, the Ground Lease, the Homebuyer Junior Deed of Trust, and the Homebuyer Junior Note.

“Proposed Transferee’s Application” means a form of application to be prepared by Developer and reviewed by City which will include all information necessary for the verification of eligibility of a household to purchase the corresponding Homebuyer Property as well as the agreement of the proposed transferee to execute a promissory note payable to City, a deed of trust securing repayment under the promissory note, and an acknowledgment and agreement to be bound by the Ground Lease and the Regulatory Agreement as such instruments are hereafter prepared by City.

“RCW” means the Revised Code of Washington.

“Regulatory Agreement” means Attachment 13.

“Remediation” is defined in Section 4.16.

“Request for Notice of Default” means Attachment 8.

“Schedule of Performance” means Attachment 3, which generally sets forth the time for performing the various obligations of this Agreement. The time periods set forth in the Schedule of Performance for City approval of submittals, including without limitation any plans and drawings, submitted to City by Developer shall only apply and commence upon Developer’s complete submittal of all the required information. In no event shall an incomplete submittal by Developer trigger any of City Manager’s obligations of review and/or approval hereunder; provided, however, that the City Manager shall notify Developer of an incomplete submittal as soon as is practicable. The Schedule of Performance is subject to modification from time to time upon prior written authorization of Developer and the City Manager on behalf of City. In addition to Section 8.2 extensions, the City Manager retains authority to extend times for performance for up to three hundred (300) days as all such extensions are aggregated.

“Scope of Development” means Attachment 9.

“Site” means that property so designated in the Legal Description of the Site and the Map.

“Sixty Percent Households” means those households (i) earning not greater than 60% of Kittitas County AMI, adjusted for household size, and (ii) meeting the other eligibility requirements relating to targeting specific population groups set forth in RCW 82.14.530. Income and eligibility are to be determined consistent with RCW 82.14.530 and any regulations promulgated thereunder, as the same may be amended from time to time.

“Subcontractor” and **“Subcontractors”** means, individually and collectively, one or more subcontractors hired by Developer’s General Contractor for the Improvements to perform and complete, or to engage and supervise others to perform and complete, the construction of the Improvements. Each of the Subcontractors shall be selected after competitive bidding (excepting for

work to be performed by the prospective Homebuyers), and City shall have every reasonable right and opportunity to observe and review all material stages of such competitive bidding process, including a right to review the invitation to bidders, each bid package, each responsive bid form, each submitted bid package and the right to be present when each bid is opened by Developer and/or the General Contractor. Developer shall submit to City information regarding the entity serving as the Subcontractor for any portion of the construction of the Improvements, including compliance with plans approved by City and the obtaining by Developer of all required licenses, certifications, insurance, etc., as reasonably requested by the City Manager.

“Title Company” means First American Title or another title insurer designated by City.

“Unit” means each single family detached house to be constructed by Developer upon the Site, all as more particularly described in Section 4.1 hereof and in the Scope of Development.

“WAC” means the State of Washington Administrative Code as amended from time to time.

1.2 Singular and Plural Terms. Any defined term used in the plural in this Agreement or any Project Document shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3 References and Other Terms. Any reference to this Agreement or any Project Document shall include such document both as originally executed and as it may from time to time be modified. References herein to Articles, Sections and Exhibits shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term “document” is used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms “including” and “include” mean “including (include) without limitation.”

1.4 Exhibits Incorporated. All attachments and exhibits to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

2. DISPOSITION OF THE SITE

2.1 Sale of the Site. As of the Date of the Affordable Housing Agreement, City holds fee title to the Site. Developer has completed its investigation of the Site and, provided all required permits and land use approvals are obtained with conditions acceptable to Developer, in its sole and absolute discretion, Developer shall deliver written notice to City of its intention to proceed with the Improvements. Developer’s investigation may have included, in Developer’s sole and absolute discretion: physical inspection of the Site, including, but not necessarily limited to, inspection and examination of soils, environmental factors, hazardous substances, archaeological information, geological, engineering and other tests, a review and investigation of zoning, permits and entitlements, review of all governmental matters affecting the Site, an appraisal of the Site, and such other matters pertaining to the Improvements as Developer deems appropriate. Developer shall have the right to, at any reasonable time and from time to time to inspect (or have its consultants inspect) the Site, and Developer shall not conduct any invasive soil, gas or groundwater sampling at the Site without first submitting a work plan to City which is acceptable to City in its reasonable discretion. City acknowledges prior approval granted to Developer for test pits completed before the Date of the Affordable Housing Agreement. No later than seven days after its receipt of any such proposed work

plan from Developer, City shall notify Developer in writing whether it approves or reasonably disapproves of such work plan. All fees and other expenses incurred by Developer relating to the inspection of the Site shall be Developer's obligations. In the event Developer constructs the Improvements, all fees and expenses incurred by Developer relating to the inspection of the Site will be included in the total development cost. Developer agrees to repair any damage caused by Developer or Developer's consultants in making any inspection.

The purchase price for the sale of the Site by City to Developer, subject to all of the terms and conditions of this Agreement, shall be the City-Developer Purchase Price provided payment of such purchase price will be deferred and deemed satisfied if Developer performs its obligations under this Agreement including without limitation the execution and delivery to the Escrow Holder of the City-Developer Deed of Trust in recordable form and the City-Developer Note and the sale of all Units to Program Participants in compliance with the Agreement.

2.1.1 Access to Site Prior to the Closing. Prior to the City Conveyance, representatives of the Developer shall have the right of access to all portions of the Site for the purpose of: (i) obtaining data and making surveys and tests necessary to carry out this Agreement, including without limitation the investigation of the environmental condition of the Site; and (ii) commencing preliminary work for the construction of the Improvements. The Developer agrees to notify the City in writing prior to undertaking any studies or work upon the Site prior to the City Conveyance. The City may require the Developer to execute a right of entry agreement satisfactory to City legal counsel prior to commencing such studies or work. Any preliminary work by the Developer shall be undertaken only after securing any and all necessary permits from the appropriate governmental agencies. The Developer shall indemnify, defend, and hold City harmless from any claims, losses, liabilities, and damages arising out of the activities of the Developer as set forth in this section. In addition, in the event that the Developer causes any damage to any portion of the Site, the Developer pursuant to this section shall promptly restore the Site as nearly as possible to the physical condition existing immediately prior to the Developer's entry onto the Site.

2.1.2 City-Developer Loan. Subject to satisfaction of Conditions Precedent as set forth in Section 2.1.4, City agrees to loan to Developer the City Loan Amount.

2.1.3 Protocol for Disbursement of the Loan Amount. The cash portion of the City Loan Amount, shall be subject to disbursement to or for the benefit of Developer as follows:

2.1.3.1 City shall make available to Developer the City Loan Amount, in installments based upon the development phases and progress toward completion of the 60% Units as set forth in the Schedule of Performance, with amounts to be disbursed based upon the degree of completion up to costs incurred as determined in good faith by the City Manager; such determinations are solely for the use of City in implementing its objectives pursuant to this Agreement and are not to be relied upon by any third party.

2.1.3.2 All moneys applied for and disbursed pursuant to this section shall be applied only for the Improvements and the statement(s) by the representative of Developer shall so affirm. Disbursements may be used only to defray the cost of work performed on the Improvements, and only where such work is performed by (and disbursements are made to) third parties not related or connected to Developer.

2.1.3.3 Prior to each disbursement of any portion of the Loan Amount, Developer shall submit to City an “Application for Disbursement” (more commonly known as a “Draw Request”) conforming to the following:

- (a) Each Draw Request shall include a written, itemized statement, signed by a representative of Developer which sets forth: (A) a description of the work performed, material supplied and/or costs incurred or due for which disbursement is requested; and (B) the total amount incurred, expended and/or due for the requested disbursement;
- (b) Copies of billing invoices, statements, receipts and other documents evidencing the total amount expended, incurred or due for any requested disbursement;
- (c) Mechanics lien waivers; and
- (d) A statement that the percentage and/or stage of construction corresponding to the Application for Disbursement has been substantially completed and substantially conforms to the Plans and the Schedule of Performance.

2.1.3.4 Subject to satisfaction of the requirements of this section, City will endeavor to make payments within 10 days after the submittals required pursuant to this section are fully accomplished, review by the City Manager has been completed, and the City Manager has had a reasonable opportunity to review the stage of completion. After the approval of this Agreement by City, further approval by the City Council shall not be required to authorize the disbursement of moneys pursuant to this section.

2.1.3.5 Notwithstanding any provision of this Agreement to contrary effect, if an Event of Default has occurred, City shall, at its election, cease to make any disbursements to Developer. City may thereafter, at its discretion, determine whether an Event of Default may be or has been cured, in which event City may at its option recommence disbursements; provided that the foregoing shall be without prejudice as to the rights of City to enforce this Agreement, terminate this Agreement, or pursue legal and/or equitable remedies.

2.1.4 Conditions Precedent. City shall not convey title to any of the Site to Developer, unless and until each and every one of the following conditions precedent (the “City Conveyance Conditions Precedent,” which City Conveyance Conditions Precedent are solely for the benefit of City) has been fully satisfied, as determined in good faith by the City Manager (each of which conditions, if it requires action by Developer, shall also be a covenant of Developer):

- (a) Financing Plan. Developer shall have submitted and shall have obtained approval of the City Manager of a Financing Plan.
- (b) Project Documents. Developer shall have delivered to the Escrow Holder, in recordable form, the following documents: the Regulatory Agreement and the City-Developer Deed of Trust all duly executed by Developer.

- (c) Civil Permits. Developer shall have satisfied all conditions to obtaining all Civil Permits to be obtained excepting for the payment of permit fees for all of the Site (the payment of which shall be made by Developer after Closing in conformity with City practices customarily applied to development within the corporate limits of City). Developer acknowledges and agrees that the plans prepared for the Improvements shall be subject to City's normal planning review process. If any parcel map or lot line adjustment is required as to any of the Site, Developer shall bear the cost of preparing and procuring such parcel map or lot line adjustment.
- (d) Land Use Approvals. Developer shall have obtained each of the land use approvals required for issuance of the Civil Permits.
- (e) Title Insurance. City shall have received a pro forma policy or policies, together with the commitment of the Title Company that it is prepared to issue the City Loan Policy as to the Site.
- (f) Insurance. City shall have received evidence, satisfactory to City Manager, that all of the insurance policies required by Section 4.5, below, are in full force and effect.
- (g) Corporate Resolution. Developer shall deliver or shall have delivered to City a certified copy of a resolution of Developer's board of directors (or authorized executive committee) authorizing (or ratifying) the execution of the Project Documents (the "Developer's Resolution").
- (h) Development Plans. City shall have approved the Plans for the Project prepared and submitted by Developer as being in substantial conformity with the Scope of Development, this Agreement, and the City Code.
- (i) Representations and Warranties. The representations and warranties of Developer contained in this Agreement shall be correct as of the Close of Escrow as to each of the Site as though made on and as of that date, and City Manager shall have received a City Conveyance Developer Certificate to that effect signed by an officer of Developer.
- (j) No Default under Agreement. No Event of Default by Developer shall have occurred under this Agreement, no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Developer under this Agreement, Developer shall be in compliance with the provisions of this Agreement, and City Manager shall have received a City Conveyance Developer Certificate to that effect signed by an officer of Developer.
- (k) No Other Defaults. Developer shall not be in default of this Agreement or any agreement with a purchaser, or prospective purchaser, of the Site

or portion thereof, and no event shall have occurred which with the passage of time would constitute a default.

All conditions set forth in this section, or to City's obligations hereunder, are for City's benefit only and City Manager may waive all or any part of such rights by written notice to Developer and Escrow Holder. Closing of the acquisition shall constitute Developer's certification, to the best of Developer's knowledge, to the City that the City Conveyance Conditions Precedent have been satisfied.

2.1.5 Developer's Conditions of City-Developer Closing. Developer's obligation to proceed with the acceptance of conveyance of the Site is subject to the fulfillment or waiver by Developer of each and all of the conditions precedent (a) through (d), inclusive, described below ("Developer's Conditions Precedent"), which are solely for the benefit of Developer, and which shall be fulfilled or waived by the time periods provided for herein:

- (a) Review and Approval of Title. Developer shall have reviewed and approved the condition of title of the Site.
- (b) Title Policy. The Title Company shall, upon payment of Title Company's regularly scheduled premium, be irrevocably committed to issue the Owner's Title Policy (Developer) for the Site upon close of escrow, in accordance with Section 2.4 hereof.
- (c) Property Condition. Developer shall have approved the condition of the Site.
- (d) Permits. Developer is satisfied, in its sole discretion, that City is prepared to issue the Civil Permit and, after conveyance of the Site to Developer, all permits, subdivision approvals, and other entitlements to develop the Site on terms and conditions acceptable to Developer, in its sole satisfaction.
- (e) City Conveyance Developer Certificate. Developer shall have delivered a City Conveyance Developer Certificate to the City Manager.

2.2 Escrow. The parties shall open an escrow (the "City Escrow") with the Escrow Holder within fifteen (15) days after the Date of the Affordable Housing Agreement, for the recordation of the City-Developer Deed of Trust and the execution and delivery of the City-Developer Note. City and Developer agree to execute such supplemental escrow instructions as may be reasonably required to implement this section. Developer shall arrange for and cause the Title Company to issue the City Loan Policy to reflect the City Loan Amount under the City-Developer Note and the City-Developer Deed of Trust and a condition of title the same as that set forth in the City Deed (or with such additional exceptions, if any, as may be approved by City acting at its sole and absolute discretion). Developer shall be responsible to pay any premium, fees, costs and expenses for the City Loan Policy. Developer shall additionally pay, at its cost, any amounts necessary to effect recording, escrow charges, and any costs necessary to cause the condition of title for the City Loan Policy to conform to this section.

2.3 [Reserved]

2.4 Title Insurance, Disposition to Developer. Substantially concurrently with recordation of the City Deed, there shall be issued to Developer an ALTA owner's policy of title insurance ("Owner's Title Policy (Developer)") in the amount of the Purchase Price, issued by the Title Company insuring fee simple title to the Site is vested in Developer in the condition required by this Agreement.

2.5 Repayment. The City-Developer Note is non-recourse with limited exceptions. Except as otherwise provided in the City-Developer Note, following the recording of the City-Developer Deed of Trust and execution by Developer and delivery to City of the City-Developer Note, the entire balance due under the City-Developer Note shall be due the City, or otherwise satisfied as provided below, upon the first to occur of: (i) the sale or other conveyance of the Site or portion thereof contrary to this Agreement; (ii) the uncured default of Developer under this Agreement, the City-Developer Note or the City-Developer Deed of Trust; or (iii) the sale or other conveyance of the Site or portion thereof except to the extent each Homebuyer Property is conveyed to Initial Homebuyers in conformity with Sections 6.1 to 6.5 hereof.

2.6 Assumption. The City-Developer Note shall not be assignable or assumable by successors and assigns of Developer without the prior written consent of City, which consent may be withheld in City's sole and complete discretion.

3. DEVELOPER ACTIVITIES FOLLOWING CONVEYANCE TO DEVELOPER

3.1 Property Taxes and Assessments. Ad valorem taxes and assessments levied, assessed or imposed on the Site for the period after the City Conveyance but before sales to Initial Homebuyers shall be borne by Developer.

3.2 Developer's Obligations after the City Conveyance. After the City Conveyance, Developer shall, at its sole cost and expense, promptly take: (i) all actions required by any federal, state or local governmental City or political subdivision or any Governmental Requirements with respect to the Site pursuant to this Agreement; (ii) all actions necessary to prepare the soil on the Site for the development required hereunder; and (iii) all actions necessary to make full use of the Site for the development of affordable housing pursuant to this Agreement for the purposes described in this Agreement, which actions, requirements or necessity arise from the presence upon, about or beneath the Site of any Hazardous Materials regardless of when such Hazardous Materials were introduced to the Site and regardless of who is responsible for introducing such Hazardous Materials to the Site. Developer shall take all actions necessary to promptly restore the Site to an environmentally sound condition for uses contemplated by this Agreement consistent with the standard of remediation required under applicable Governmental Requirements. The obligations under this section shall survive the issuance of the Certificate of Completion of Construction.

3.3 Duty to Prevent Hazardous Material Contamination. After the City Conveyance, Developer shall take all reasonably necessary precautions to prevent the release of any Hazardous Materials into the environment. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, during construction of the Improvements, Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with Governmental Requirements as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

3.4 “As Is” Conveyance. Developer expressly understands and agrees that Developer purchased the Site from City in an “AS IS” condition on the closing date. As of the closing, City specifically disclaimed the making of any representations or warranties, express or implied, regarding the Site or matters affecting the Site, including without limitation, the presence of Hazardous Materials on the Site, or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Site for the development purposes intended hereunder.

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING

4.1 Scope of Development. Developer shall develop the Improvements in accordance with the Scope of Development, and the approved Plans, drawings and documents for the Improvements. The Improvements shall generally consist of not fewer than eighteen (18) single-family dwelling units (each a “Unit”), as more particularly set forth in the Scope of Development. In the event of any inconsistency between the Scope of Development and the plans for the Improvements which have been approved by City, the approved development plans shall control. This Agreement shall not prevent an owner of a Unit from making improvements to a Unit at a time after the Unit has been conveyed to such owner consistent with the requirements of the Ground Lease; City shall have no responsibilities regarding any such future improvements.

4.2 Design Review.

4.2.1 Developer Submissions. Before commencement of construction of the Improvements or other works of improvement upon the Site, Developer shall submit to City any plans and drawings (collectively, the “Design Development Drawings”) which may be required by City with respect to any permits and entitlements which are required to be obtained to develop the Improvements. Developer shall also be responsible to process at its cost and obtain approval of the Parcel Map and to comply with any conditions of approval. Developer, on or prior to the date set forth in the Schedule of Performance, shall submit to City such plans for the Improvements as required by City in order for Developer to obtain Building Permits for the Improvements. Within forty-five (45) days after City’s disapproval or conditional approval of such plans, Developer shall revise the portions of such plans identified by City as requiring revisions and resubmit the revised plans to City.

4.2.2 City Review and Approval. City shall have all rights to review and approve or disapprove all Design Development Drawings and other required submittals in accordance with the City Code, and nothing set forth in this Agreement shall be construed to constitute City’s approval of any or all of the Design Development Drawings or to limit or affect City’s review and right to approve, approve subject to conditions, or disapprove Design Development Drawings, plans, drawings, applications, or submittals.

4.2.3 Revisions. Any and all change orders or revisions required by City and its inspectors which are required under the City Code and under other applicable laws and regulations shall be included by Developer in its Design Development Drawings and other required submittals and shall be completed during the construction of the Improvements.

4.2.4 Defects in Plans. City shall not be responsible either to Developer or to third parties in any way for any defects in the Design Development Drawings, nor for any structural or other defects in any work done according to the approved Design Development Drawings, nor for any delays reasonably caused by the review and approval processes established by this section.

4.2.5 Land Use Approvals. Before commencement of construction of the Improvements or other works of improvement upon the Site, Developer shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits, and approvals which may be required for the Improvements by City or any other governmental agency affected by or having jurisdiction over such construction or work, except for those which are the responsibility of City as set forth herein, including without limitation a license agreement between Developer and City allowing entry onto the Site which indemnifies City from and against any claims made in connection with the activities of Developer. Developer shall, without limitation, apply for and secure, and pay all costs, charges and fees associated therewith, all permits and fees required by City, the County, and other governmental agencies with jurisdiction over the Improvements.

Developer shall be responsible at its cost for obtaining and causing to be recorded a Parcel Map in connection with the development and financing of the Improvements.

4.3 Time of Performance; Progress Reports. Developer shall submit all Design Development Drawings, commence and complete all construction of the Improvements, and satisfy all other obligations and conditions of this Agreement within the times established therefor in this Agreement. Construction of the Improvements shall be commenced after the earlier to occur of: (i) the recording of the City Deed, or (ii) the initial disbursement of any funds to or on behalf of Developer pursuant to this Agreement under the City-Developer Loan. Following the Date of the Affordable Housing Agreement, once construction is commenced, it shall continuously and diligently be pursued to completion and without cessation for more than fifteen (15) days subject to Section 8.2. During the course of construction and prior to issuance of the Certificate of Completion of Construction, Developer shall provide timely reports of the progress of construction when requested by the City Manager. Developer shall complete construction of all of the Improvements on the Site by the time established therefor in the Schedule of Performance subject to Section 8.2.

Developer shall submit the Financing Plan by the time established therefor in the Schedule of Performance. In addition, Developer shall regularly (at least monthly) provide a progress report to the City Manager concerning the financing for and ongoing viability of the proposed development of the Improvements and sale of the Homebuyer Properties to Low-Income Households at prices which do not exceed Affordable Housing Cost in conformity with this Agreement. Developer shall also meet monthly with the City Manager or the City Manager's designee to review progress; Developer shall also participate in such additional meetings, if any, as may be deemed appropriate by the City Manager. Such meetings shall be conducted as Zoom meetings, telephonic meetings, or other modes not involving in-person meetings. The meetings and reports shall continue until the last to occur of: (i) the completion of the Improvements; (ii) the sale of eighteen (18) Homebuyer Properties to Low-Income Households at prices which do not exceed Affordable Housing Cost in conformity with this Agreement, with at least three of such Homebuyer Properties to be sold to Sixty Percent Households; and (iii) any mechanics or materialmen's liens imposed as to the Site, or any portion thereof, in connection with the development of the Improvements, shall have been removed, released and reconveyed.

4.4 Construction Contract. All costs of planning, designing, developing, obtaining permits for (including permit fees), and constructing the Improvements shall be borne solely by Developer.

4.5 Insurance Requirements. Until the Certificate of Completion of Construction has been issued upon completion of all of the Improvements and all eighteen (18) Units have been sold to

a Program Participant, Developer shall maintain at Developer's sole expense, with insurers reasonably approved by City, the following policies of insurance in form and substance reasonably satisfactory to City:

- (a) workers' compensation insurance as required by the Industrial Insurance laws of the State of Washington in connection with the Improvements;
- (b) upon commencement of the earlier to occur of clearing, demolition, or construction of the Improvements by Developer and at all times prior to completion of the Improvements, builder's risk-all risk insurance covering interests of the City, the Developer, Subcontractors, and Sub-subcontractors participating in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse, covering 100% of the replacement cost of all Improvements (including offsite materials) during the course of construction and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood), and shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site;
- (c) following completion of the Improvements, fire and hazard "all risk" insurance covering 100% of the replacement cost of the Improvements in the event of fire, lightning, windstorm, vandalism, earthquake (if available at commercially reasonable rates), malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);
- (d) public liability insurance in amounts reasonably required by the City Manager from time to time, and in no event less than \$2,000,000 for "single occurrence;" and
- (e) property damage insurance in amounts reasonably required by the City Manager from time to time, and in no event less than \$2,000,000.

All such insurance shall provide that it may not be canceled or materially modified without 30 days prior written notice to City. The policies required under subparagraphs (b) and (c) shall include a "lender's loss payable endorsement" (Form 438BFU) in form and substance satisfactory to City, showing City as encumbrancer. City shall be an additional insured in the policies required under subparagraphs (d) and (e). No such insurance shall include deductible amounts to which City has not previously consented in writing. Certificates of insurance for the above policies (and/or original policies, if required by City) shall be delivered to City from time to time within 10 days after demand therefor. All policies insuring against damage to the Improvements shall contain an agreed value clause sufficient to eliminate any risk of co-insurance. No less than 30 days prior to the expiration of each policy, Developer shall deliver to City evidence of renewal or replacement of such policy reasonably

satisfactory to the City Manager. The insurance requirements as set forth in this section may be modified from time to time upon mutual written agreement of the City Manager (for City) and Developer. It is contemplated that the construction lender may direct the use of insurance proceeds related to damage which occurs during construction so long as Developer demonstrates that one of the following is assured: (i) retention by City of all net proceeds of sale from all the Units; or (ii) completion of the Improvements and conveyance of the Units to Low-Income Households at a price that constitutes Affordable Housing Cost.

Coverage provided hereunder by Developer shall be primary insurance and not be contributing with any insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City. None of the above-described policies shall require Developer to meet a deductible or self-insured retention amount of more than Five Thousand Dollars (\$5,000.00) unless approved in writing by the City Manager. All policies shall be written by good and solvent insurers qualified to do business in Washington and shall have a policyholder's rating of A or better in the most recent edition of "Best's Key Rating Guide -- Site and Casualty." The required certificate shall be furnished by Developer at the time set forth herein.

4.5.1 Public Entity Full Availability of Contractor Limits. If the Developer maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of such insurance maintained by the Developer, irrespective of whether such limits maintained by the Developer are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Developer.

4.5.2 Other Insurance Provision. The Developer's insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Developer's insurance and shall not contribute with it.

4.5.3 Subcontractors. The Developer shall cause each and every Contractor and first tier Subcontractor with subcontracts of Fifty Thousand Dollars (\$50,000.00) or greater ("First Tier Subcontractors") to provide insurance coverage that complies with all applicable requirements of the Developer-provided insurance as set forth herein, except the Developer shall have sole responsibility for determining the limits of coverage required to be obtained by Contractors and Subcontractors. The Developer shall ensure that the City is an additional insured on each and every Contractor and First Tier Subcontractor's insurance policy complying with this section.

4.6 Waiver of Subrogation. Developer hereby waives all rights to recover against City (or any officer, employee, agent or representative of City) for any loss incurred by Developer from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Developer shall use its best efforts to obtain only policies which permit the foregoing waiver of subrogation.

4.7 Obligation to Repair and Restore Damage Due to Casualty. If during the period of construction or prior to conveyance of the Unit to a purchaser, the Improvements shall be totally or

partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Developer, Developer shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and Developer shall complete the same as soon as possible thereafter so that the Improvements can be occupied as an affordable housing project in accordance with this Agreement. In no event shall the repair, replacement, or restoration period exceed 12 months from the date Developer obtains insurance proceeds unless the City Manager, in his sole and absolute discretion, approves a longer period of time. City shall cooperate with Developer, at no expense to City, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration or the cost of such repair, replacement of restoration exceeds such insurance proceeds, Developer may elect not to repair, replace, or restore the Improvements by giving notice to City (in which event Developer will be entitled to all insurance proceeds) or Developer may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by City and the other governmental City or agencies with jurisdiction, and City may pursue remedies of its choosing under this Agreement, including without limitation termination.

4.8 Indemnity. Developer shall defend (by counsel satisfactory to City), indemnify and save and hold harmless City and its officers, contractors, agents and employees (collectively, the “Indemnitees”) from and against all claims, damages, demands, actions, losses, liabilities, costs and expenses (including, without limitation, attorneys’ fees and court costs) arising from the acts or omissions of the Developer, or those acting on its behalf, relating to: (i) a claim, demand or cause of action that any person has or asserts against Developer; (ii) any act or omission of Developer, any contractor, subcontractor or material supplier, engineer, architect or other person acting by or on behalf of Developer with respect to the Site; or (iii) the ownership, occupancy or use of the Site; provided that, as long as Developer has completed the Improvements and conveyed the Site in strict conformity with this Agreement (including without limitation provisions concerning affordable housing cost and income limitations of buyers), liability with respect to this item (iii) shall be limited to the period prior to the sale of all Units to Initial Homebuyers. Notwithstanding the foregoing portion of this section, Developer shall not be obligated to indemnify City with respect to the consequences of any act of gross negligence or willful misconduct of City. Developer’s obligations under this section shall survive the satisfaction of the City-Developer Note, the release and reconveyance of the City-Developer Deed of Trust and the City-Developer Deed of Trust, issuance of the Certificate of Completion of Construction (except that the issuance of such Certificate shall constitute conclusive evidence that construction of the Improvements has been completed), and termination of this Agreement. City will not unreasonably withhold approval of counsel proposed by an insurer under a policy provided under this Agreement.

In the event of a default or breach under this Agreement by Developer, Developer shall reimburse City immediately upon written demand for all costs reasonably incurred by City (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of City) in connection with the enforcement of the Project Documents and all related matters including the following: (a) City’s commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Project Document, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which City is indemnified under the Project Documents. If such default remains uncured after any applicable cure period, such reimbursement obligations shall bear

interest from the date occurring 10 days after City gives written demand to Developer at the same rate as is provided in this Agreement for the Homebuyer Senior Promissory Note and shall be deemed to be secured by the City-Developer Deed of Trust.

Subject to Section 8.19, Developer shall indemnify City from any real estate commissions or brokerage fees which may arise from this Agreement or the Site, including without limitation the acquisition of the Site by Developer, or the sale or marketing of Units and Homebuyer Properties. Developer represents that it has engaged no broker, agent, or finder in connection with this transaction, and Developer agrees to hold City harmless from any claim by any broker, agent or finder in connection with this Agreement, the activities by Developer, or the Site. The parties acknowledge that Developer may utilize brokers in connection with the sale of the Units and, with the prior written approval of the City Manager upon consultation with the Developer, as to one or more of the Units.

4.9 Rights of Access. Prior to the issuance of the Certificate of Completion of Construction, for purposes of assuring compliance with this Agreement, representatives of City shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as City representatives comply with all safety rules. City representatives shall, except in emergency situations, notify Developer prior to exercising its rights pursuant to this section. The rights of City under this section are in addition to and do not limit City's police power or exercise thereof.

4.10 Compliance with Laws. Developer shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards and federal prevailing wage laws (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Code, and the Fair Housing Act, 42 U.S.C. Section 3601 et seq. (and 24 C.F.R. Part 100), and the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., and the Fair Housing Act of 1968 as amended from time to time (42 U.S. Code Sections 3601-3619 and 3631), and State laws pertaining to housing including without limitation the Washington Law Against Discrimination, Chapter 49.60 RCW. Developer, including but not limited to its contractors and subcontractors, shall comply with those provisions of the RCW that require the payment of prevailing wages, including without limitation Title 39, Chapter 39.12 (the "State Prevailing Wage Law") and, if applicable, federal prevailing wage law ("Federal Prevailing Wage Law" and, together with State Prevailing Wage Law, "Prevailing Wage Laws") with regard to the construction of the Improvements, but only if and to the extent such Sections are applicable to the development of the Improvements. Developer shall pay or cause to be paid Prevailing Wages in connection with the development of the Improvements. The amount of the City Loan takes into account the costs of the Improvements using Prevailing Wages; in the event the Project were to be undertaken without payment of Prevailing Wages, the City would reduce the amount of its loan. Developer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold City, its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Developer's acts or omissions pertaining to the compliance with the Prevailing Wage Laws for the Improvements.

This Agreement, including without limitation the amount of the City Loan, assumes that prevailing wages will be paid in connection with the construction of the Improvements of the greater of the amounts required (under Federal Prevailing Wage Law or State Prevailing Wage Law, whichever

is applicable). In the event Developer contends that Developer is not required to pay prevailing wages under one or both of the State Prevailing Wage Law or the Federal Prevailing Wage Law, Developer shall so inform City in writing not less than 60 days before the Closing. Upon receipt of such writing, City shall review whether and in what amount the City Loan shall be reduced. City, acting through its City Manager, will consider information submitted by Developer with respect to this matter, but the determination of the City Manager as to the amount of the City Loan in such event, to be made at the sole discretion of City Manager, shall be final.

Without limitation as to other provisions of this Agreement providing for indemnification, Developer shall indemnify, protect, defend and hold harmless City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorney's fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages and/or federal prevailing wages); (2) the implementation of Prevailing Wage laws; and/or (3) failure by Developer to provide any required disclosure or identification as required by Prevailing Wage laws, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under Washington law. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by Developer.

4.11 Nondiscrimination in Employment. Developer certifies and agrees that all persons employed or applying for employment by it, its Affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability.

4.12 Property Taxes and Assessments. Ad valorem taxes and assessments, if any, on the Site, levied, assessed or imposed for any period prior to the City Conveyance shall be borne by City; ad valorem taxes and assessments levied, assessed or imposed on the Site for the period after the City Conveyance shall not be the responsibility of City.

Developer shall pay, or shall cause Initial Homebuyers and their successors and assigns to pay, prior to delinquency all applicable ad valorem real estate taxes and assessments on the Site. Developer shall remove or have removed any levy or attachment made on any of the Site or any part thereof which is owned or leased by Developer during its period of ownership, or assure the satisfaction thereof within a reasonable time, but in no event to exceed 60 days. Developer shall additionally defend, indemnify, and hold harmless City from and against any taxes, assessments, mechanic's liens, claims of materialmen and suppliers, or other claims by private parties in connection with activities undertaken by Developer on the Site.

4.13 Liens and Stop Notices. Developer shall not allow to be placed on the Site or any part thereof any lien or stop notice related to its construction of Improvements. If a claim of a lien or stop

notice is given or recorded affecting the Improvements Developer shall within 30 days of such recording or service or within five days of City's demand whichever last occurs:

- (a) pay and discharge the same; or
- (b) affect the release thereof by recording and delivering to City a surety bond in sufficient form and amount, or otherwise; or
- (c) provide City with indemnification from the Title Company against such lien or other assurance which City deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of City from the effect of such lien or bonded stop notice.

4.14 Phasing; Certificate of Completion of Construction. At Developer's discretion, the Project may be developed in three phases of six Units each. The Units dedicated for sale to a Sixty Percent Household may be constructed in one or multiple phases provided disbursements pursuant to Section 2.1 shall be made in accordance with progress toward the completion of the Sixty Percent Units. Promptly after receipt of written request therefor from Developer after completion of the Improvements in any phase in conformity with this Agreement, City shall furnish Developer with a Certificate of Completion of Construction for that phase. The Certificate of Completion of Construction shall be a conclusive determination of satisfactory completion of the Improvements in that phase and the Certificate of Completion of Construction shall so state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site or such applicable portion shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement except for those continuing covenants as set forth in documents recorded against the Site prior to the recordation of the Certificate of Completion of Construction for that phase. If City refuses or fails to furnish a Certificate of Completion of Construction after written request from Developer, City shall, within 30 days of written request therefor, provide Developer with a written statement of the reasons City refused or failed to furnish the Certificate of Completion of Construction. The statement shall also contain City's opinion of the actions Developer must take to obtain the Certificate of Completion of Construction. Upon receipt of request therefor, City will consider the issuance of a partial Certificate of Completion of Construction as to a particular Homebuyer Property; provided that the issuance of such a partial Certificate shall be at the sole discretion of the City Manager. If a partial Certificate of Completion of Construction is issued by City as to a particular phase, such partial certificate shall conclusively evidence the completion of those Improvements which are located on a particular Homebuyer Property as required under this Agreement to be constructed on such Homebuyer Property.

4.15 Further Assurances. Developer shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to City all documents, and take all actions, reasonably required by City from time to time to confirm the rights created or now or hereafter intended to be created under the Project Documents, to protect and further the validity, priority and enforceability of the Project Documents, each Homebuyer Loan Agreement (including the attachments thereto), or otherwise to carry out the purposes of the Project Documents.

4.16 Developer's Obligation to Investigate and Remediate the Site after Loan Disbursement. After the disbursement of all or any portion of the City-Developer Loan to or on behalf of Developer, and notwithstanding the obligation of Developer to indemnify City pursuant to this

Agreement, Developer shall, at its sole cost and expense, promptly take all actions required by any federal, state or local governmental agency or political subdivision or any Environmental Laws with respect to the Site, which actions, requirements or necessity arise from the presence upon, about or beneath the Site of any Hazardous Materials or Hazardous Materials Contamination in violation of Environmental Laws regardless of when such Hazardous Materials or Hazardous Materials Contamination were introduced to the Site and regardless of who is responsible for introducing such Hazardous Materials or Hazardous Materials Contamination to the Site, or portion thereof (“Remediation”). Remediation shall include, but not be limited to, an initial investigation of the environmental condition of the Site, the preparation of any feasibility studies or reports and the performance of any cleanup, remediation, abatement, removal, or restoration work required. Developer shall take all actions necessary to restore promptly the Site to an environmentally sound condition for uses, ownership, and occupancy contemplated by this Agreement, notwithstanding any lesser standard of remediation allowable under applicable Environmental Laws. Developer’s obligations under this section shall survive the issuance of the Certificate of Completion of Construction but shall automatically terminate on the transfer of the Site as a result of any of the following: (i) trustee’s sale, (ii) judicial foreclosure sale, or (iii) deed in lieu of foreclosure (any of the foregoing, an “Involuntary Transfer”). Notwithstanding any contrary provision contained in the Project Documents, Developer shall have no obligation to indemnify City for any Hazardous Materials or Hazardous Materials Contamination present on the Site as of the City Conveyance Date unless otherwise arising or resulting from the acts or omissions of Developer or those contractors, consultants and agents acting on Developer’s behalf. Developer shall have no obligation under this section for Hazardous Materials or Hazardous Materials Contamination that is caused or permitted by a Homebuyer following the conveyance of a Unit to an Initial Homebuyer.

4.16.1 Property Standards. Developer agrees to ensure that Construction of the Project will comply with all applicable State and local codes, ordinances, and zoning requirements, including all applicable requirements set forth in the Governmental Requirements. The Project and all Units and common areas at the Site must meet all such applicable requirements upon Project completion.

4.16.1.1 Construction Progress Inspections. Developer shall permit and facilitate progress and final inspections of Construction by the City to ensure that work is done in accordance with the applicable codes, the Construction Contract(s), and Plans.

4.16.1.2 Ongoing Property Condition Standards. Prior to the conveyance of Units to the Initial Homebuyers, Developer shall maintain the Site and improvements thereon in conformity with the Regulatory Agreement; following conveyance by Developer to homebuyers, such homebuyers shall continue to maintain their respective properties in conformance with the Regulatory Agreement.

4.16.2 [Reserved]

4.16.3 Handicapped Accessibility. Developer shall comply with (a) Section 504 of the Rehabilitation Act of 1973, and implementing regulations at 24 CFR 8C governing accessibility of projects assisted with federal funds, if applicable; and (b) the Americans with Disabilities Act of 1990, and implementing regulations at 28 CFR 35–36 in order to provide handicapped accessibility to the extent readily achievable; and (c) the Uniform Federal Accessibility Standards (UFAS) pursuant to the Architectural Barriers Act of 1968, 42 U.S.C. 4151-4157, as amended.

4.16.4 Nondiscrimination, Equal Opportunity and Fair Housing. Developer shall carry out the Project and perform its obligations under this Agreement in compliance with all of the Governmental Requirements.

4.16.5 Requests for Disbursements of Funds. Developer may not request disbursements of funds hereunder until the funds are needed for payment of eligible costs of the Project. The amount of each request shall be limited to the amount needed for the acquisition of the Site and the Construction as set forth in the Final Budget.

4.16.6 Records and Reports. Developer shall maintain and from time to time submit to City such records, reports and information as City Manager may reasonably require in order to permit City to meet the recordkeeping and reporting requirements required of them pursuant to Governmental Requirements. Without limiting the following, Developer shall maintain records and submit annual reports as required by this Agreement.

4.17 Relocation. City represents and warrants to Developer that no individual or entity has possessory rights in the Site as of the Date of the Affordable Housing Agreement. Developer shall have no duties or responsibilities in relation to any relocation of persons from the Site or any portion thereof whether occurring prior to construction of the Improvements, or in connection with any sales, financing, refinancing, resales, or remarketing of the Site or any portion thereof (including for this purpose any sales of Units). City shall be solely responsible for compliance with any applicable provisions of law concerning the provision of relocation benefits, inclusive of advisory assistance and the provision of financial assistance, and shall defend, indemnify and hold harmless Developer from any claims, suits, losses, or liabilities associated with Relocation.

5. DEVELOPER'S GENERAL REPRESENTATIONS AND WARRANTIES

As a material inducement to City to enter into this Agreement, Developer represents and warrants to City that:

5.1 Formation, Qualification and Compliance. Developer (a) is a Washington limited liability company, validly existing and in good standing under the laws of the State of Washington; (b) has all requisite authority to conduct its business and own, purchase, improve and sell its properties. Developer is in compliance in all material respects with all laws applicable to its business and has obtained all approvals, licenses, exemptions and other authorizations from, and has accomplished all filings, registrations and qualifications with any governmental City that are necessary for the transaction of its business; (c) Developer has and will in the future duly authorize, execute and deliver this Agreement and any and all other agreements and documents required to be executed and delivered by Developer in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement; (d) Developer does not have any material contingent obligations or any material contractual agreements which could materially adversely affect the ability of Developer to carry out its obligations hereunder; (e) There are no material pending or, so far as is known to Developer, threatened, legal proceedings to which Developer is or may be made a party or to which any of its property is or may become subject, which have not been fully disclosed by Developer to City in this Agreement which could materially adversely affect the ability of Developer to carry out its obligations hereunder; and (f) There is no action or proceeding pending or, to Developer's best knowledge, threatened, looking toward the dissolution or liquidation of Developer and there is no action or proceeding pending or, to Developer's best knowledge, threatened by or against Developer which could affect the validity and enforceability of the terms of this Agreement, or materially and adversely

affect the ability of Developer to carry out its obligations hereunder. Each of the foregoing items (a) to (f), inclusive, shall be deemed to be an ongoing representation and warranty. Developer shall advise City in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (f), inclusive.

5.2 Execution and Performance of Project Documents. Developer has all requisite authority to execute and perform its obligations under the Project Documents. The execution and delivery by Developer of, and the performance by Developer of its obligations under, each Project Document has been authorized by all necessary action and do not and will not violate any provision of, or require any consent or approval not heretofore obtained under, any articles of incorporation, by-laws or other governing document applicable to Developer.

5.3 Covenant Not to Transfer Except in Conformity. Developer shall not sell, lease, or otherwise transfer or convey all or any part of the Site, or any interest therein, unless Developer has first obtained the prior written consent of the City Manager, which consent shall be given as to transfers to homebuyers proposed to be made in conformity with this Agreement (but, as to other transfers, may be withheld in the City Manager's sole and absolute discretion). Any sale, lease, transfer or conveyance without such consent shall, at City's option, be void. In connection with the foregoing consent requirement, Developer acknowledges that City relied upon Developer's particular expertise in entering into this Agreement and continues to rely on such expertise to ensure the satisfactory completion of all of the Improvements, and the marketing and sale of the Homebuyer Properties to Low-Income Households each at a price which does not exceed Affordable Housing Cost to afford the community a substantial long-term, quality affordable housing resource.

6. SALE OF THE HOMEBUYER PROPERTIES; AFFORDABLE HOUSING PROGRAM PARTICIPANT DOCUMENTS

6.1 Sale at Affordable Housing Cost to Low-Income Households; City Program Participant Documents.

6.1.1 Affordable Housing. Developer covenants and agrees that each of the Homebuyer Properties shall be sold to an Initial Homebuyer and shall be restricted with the income and affordability requirements as set forth herein. Developer covenants and agrees that the above-referenced occupancy, ownership and affordability requirements governing the Homebuyer Properties shall bind and be enforceable against each of the Homebuyer Properties throughout the Affordability Period.

6.1.2 Sale of the Homebuyer Properties. As set forth in this Section 6.1, Developer agrees to sell each of the Homebuyer Properties to Program Participants at a price which, in each case, does not exceed Affordable Housing Cost for the corresponding income level prescribed in this Agreement (namely, sixty percent of AMI with respect to three Units and eighty percent of AMI with respect to the remaining fifteen Units). During the Affordability Period each subsequent resale of a Homebuyer Property by the then-owner thereof shall be to a Program Participant at a price which does not exceed Affordable Housing Cost. All sales of the Homebuyer Properties shall be in compliance with this Section 6.1 and each purchaser shall be reviewed by the City and must execute the Program Participant Documents. Developer covenants and agrees that no sales of the Homebuyer Properties shall be made to any of its employees or to persons or families related, within the fourth degree of consanguinity, to any shareholder or partner of Developer or anyone related by blood or marriage to any such shareholder or partner.

Upon completion of those Improvements required to be constructed under this Agreement, and provided that the Conditions to Sale to Program Participants have been satisfied, Developer shall convey by grant deed a Homebuyer Property to an Initial Homebuyer; provided that such sale shall have been accomplished in strict conformity with all requirements of this Agreement, including without limitation that all of the Conditions to Sale to Program Participant, as set forth in Section 6.5, have been satisfied, and further provided that: (i) the Program Participant executes and deposits with the Homebuyer Escrow Holder the Homebuyer Purchase and Sale Agreement, (ii) the Regulatory Agreement is executed, recorded, and delivered to City, (iii) the Program Participant executes and causes to be delivered to City the Homebuyer Senior Note, (iv) the Program Participant executes, and causes to be recorded and delivered to City the Homebuyer Senior Deed of Trust, (v) the Program Participant executes and causes to be delivered to Developer the Homebuyer Junior Note, and (vi) the Program Participant executes, and causes to be recorded and delivered to Developer the Homebuyer Junior Deed of Trust, then City shall, as to the corresponding Homebuyer Property (but not as to the remainder of the Site), release the corresponding Homebuyer Property from the City-Developer Deed of Trust. Developer covenants to develop or to cause the development and use of the Homebuyer Properties by Program Participants in conformity with this Agreement.

In connection with each sale of a Homebuyer Property to an Initial Homebuyer, City shall prepare and Developer shall approve escrow instructions requiring the following order of recordation: (i) the Ground Lease; then (ii) the deed conveying title as to the corresponding Unit from Developer to such Initial Homebuyer, which deed and Ground Lease shall be subject to restrictions then of record, including without limitation as set forth in the City Deed; then (iii) a Permitted Mortgage; then (iv) the Homebuyer Senior Deed of Trust (or a new deed of trust prepared by City); then (v) the Homebuyer Junior Deed of Trust (which affirmatively states that it is subject and subordinate to the Homebuyer Senior Deed of Trust and the Permitted Mortgage).

Developer acknowledges and agrees that the Program Participant must fully cooperate in providing to the staff members or consultant designated by the City Manager applications and information from prospective homebuyers sufficient for City to review and confirm that the incomes of Program Participants, loan amounts, and prices conform to this Agreement. Each transfer of a Homebuyer Property (or any portion of the Site) shall be transacted through the Escrow Holder and in conformity with this Agreement.

6.1.3 Pricing Protocol; Program Participant Price. Developer agrees that the price that Developer will charge in connection with each Homebuyer Property will be not greater than the Affordable Housing Cost of such unit as applicable to Low-Income Households. The term “Affordable Housing Cost” means housing costs are less than thirty-five percent (35%) of a Low-Income Household’s gross income, as more specifically defined in the Regulatory Agreement and in accordance with Section 6.2.1.2 below. In addition to mortgage payments, any ground rent, association dues, and other costs payable for the use of a Unit shall be counted toward housing costs.

6.1.4 Homebuyer Escrows. Upon Developer having received City approval of an Initial Homebuyer (or another Program Participant), Developer shall open an escrow as to the corresponding Homebuyer Property (each one a “Homebuyer Purchase Escrow”) with the Escrow Holder. City and Developer agree to execute such escrow instructions as may be reasonably required to implement this Section 6.1 (including, without limitation, Section 6.1.4.3 hereof) with respect to each such escrow. The process set forth in this Section 6.1 will be repeated as to each purchaser of a Homebuyer Property (or any portion of the Site). It is contemplated that Developer will retain ownership of the land which constitutes the Site; in connection with the disposition of interests to

homebuyers, Developer will lease the corresponding parcel to the homebuyer and will sell as the Homebuyer Property to such homebuyer the Unit which will be situated on such parcel.

6.1.4.1 Escrow; Costs of Escrow; Escrow Instructions. All sales to Eligible Homebuyers shall conform in all material respects to the forms of Escrow Instructions and the Homebuyer Purchase and Sale Agreement approved by the City. Developer shall pay, or shall cause the purchaser to pay, the premium for the title policies as set forth in Section 6.1 hereof, documentary transfer taxes, if any, and all other usual fees, charges, and costs which arise from the corresponding Homebuyer Purchase Escrow. No costs shall be borne by City. Conveyance shall take place only when the Conditions to Sale to Program Participants have been satisfied as to the corresponding Program Participant, as confirmed by the City.

6.1.4.2 Closing. The conveyance of property by Developer and delivery of documents related thereto shall close (“Homebuyer Closing”) within 30 days of the parties’ satisfaction of all of Conditions to Sale to Program Participant. The “Homebuyer Closing” shall mean the time and day a deed conveying title to the purchaser is filed for record among Official Records. The “Homebuyer Closing Date” shall mean the day on which the corresponding Homebuyer Closing occurs.

6.1.4.3 Title Insurance, Disposition to Initial Homebuyers; Home Warranty. Concurrently with recordation of the conveyance of a Homebuyer Property to the corresponding Initial Homebuyer, there shall be issued to the corresponding Initial Homebuyer an ALTA owner’s policy of title insurance (“Owner’s Title Policy (Homebuyer)”) consistent with the requirements of the Homebuyer Purchase and Sale Agreement. The Title Company shall additionally provide to City an ALTA lender’s policy of title insurance for the Homebuyer Senior Deed of Trust (the “City Homebuyer Loan Policy”), based upon the original face amount of the corresponding Homebuyer Senior Note, as set forth in the Homebuyer Loan Agreement authorized by City to be used for the corresponding purchaser in conformity with the Designated City Homebuyer Lien Priorities, and subject only to encumbrances, if any, approved in writing by the City Manager. In addition, Developer shall provide a one (1) year warranty (the “Home Warranty Plan”) as to each Homebuyer Property, to be effective at closing. The Home Warranty Plan as to each Homebuyer Property shall be provided at Developer’s cost.

6.1.5 Review of Title. Developer shall cause the Title Company to deliver to the prospective purchaser a standard preliminary title report (the “Report”) with respect to the title to the corresponding Homebuyer Property (as mutually designated by Developer and City), together with legible copies of the documents underlying the exceptions (“Exceptions”) set forth in the Report, with at least 10 days to review. The purchaser shall have the right to reasonably approve or disapprove the Exceptions. However, that the purchaser must approve the following Exceptions: (a) the lien of any non-delinquent property taxes and assessments (to be prorated at close of Escrow); (b) the provisions of the City Deed, the Regulatory Agreement, the Permitted Mortgage, the Homebuyer Senior Deed of Trust, the Homebuyer Junior Deed of Trust, and the Ground Lease, and any liens required by a bank or similar lender, if applicable; (c) any incidental easements or other matters affecting title which do not materially impact the purchaser’s use of the corresponding Homebuyer Property as a single family residence.

6.1.6 Title Insurance for Conveyance to Initial Homebuyers. Title insurance shall be provided in conformity with the Escrow Instructions. The cost for all title policies, including those provided for the benefit of City as beneficiary, shall be borne by purchaser or Developer.

6.2 Process to Complete First Transfer by Sale of Unit by Developer. Upon the first sale of each Homebuyer Property by Developer, the following procedures shall apply:

6.2.1.1 Qualifications of Proposed Transferee. No sale of a Homebuyer Property shall occur unless and until Developer first determines that the proposed transferee: (i) intends to occupy the corresponding Homebuyer Property as the proposed transferee's principal residence; and (ii) is a Low-Income Household. Each proposed transferee shall submit a Proposed Transferee's Application to Developer, certifying to Developer and City its intent with regard to the occupancy of the corresponding Homebuyer Property and as to the truth and accuracy of all information supplied as to the gross income of the proposed transferee.

6.2.1.2 Sales Price. Each Homebuyer Property shall be sold at an Affordable Housing Cost. City shall deliver to Developer a schedule of approved sales prices for all Units. In determining Affordable Housing Cost, the family size of the proposed Transferee shall be deemed to be 2 persons in the case of a 1-bedroom, 4 persons for a 2-bedroom, 6 persons for a 3-bedroom, or 8 persons for a 4-bedroom Unit. In addition, City's calculation of the Affordable Housing Cost in connection with each respective Homebuyer Property shall be based upon the (i) payment terms of the loan secured by the Permitted Mortgage, and (ii) reasonable amounts for utilities, property taxes and assessments, fire and casualty insurance covering replacement value of property improvements, and homeowner association fees (if any).

6.2.1.3 Certificates from Parties. With respect to each sale of each Homebuyer Property, Developer shall submit to City, not later than 14 business days prior to close of escrow on the sale of the corresponding Homebuyer Property, a certificate that (i) Developer has made the affirmative determinations required by Section 6.2.1.1 above and (ii) the sales price conforms to Section 6.2.1.2 above. The certificate shall be substantially in the form of Developer Sale Certificate. Developer shall concurrently submit to City the Proposed Transferee's Application and all attachments thereto, the sales contract, and all other documents or material with regard to information required by Sections 6.2.1.1 and/or 6.2.1.2 above, whether or not relied on by Developer. Further, Developer and proposed transferee each shall certify in writing, in a form acceptable to City, that the sale shall be closed in accordance with this Agreement (including without limitation the Governmental Requirements), and only with, the terms of the sales contract and other documents submitted to and approved by City and that all consideration delivered by the proposed transferee to Developer has been fully disclosed to City. The written certificate shall also include a provision that, in the event a transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certificate submitted to City for its approval of the transfer, City shall have the right to file an action at law or in equity to seek termination and/or rescission of the sales contract and/or declare the sale void, notwithstanding the fact that the transfer may have closed and become final as between Developer and its transferee. In the event Developer fails to comply with Sections 6.2.1.1 and/or 6.2.1.2 above, any costs, liabilities or obligations incurred by Developer and its transferee for the return of any monies paid or received or for any costs and legal expenses, shall be borne jointly and severally by Developer and its transferee and such parties shall hold City harmless and reimburse their expenses, legal fees and costs for any action City take in enforcing the terms of this Section 6.2. Notwithstanding the foregoing, Developer shall be entitled to reasonably rely on the information submitted by Program Participants to prepare the Developer Sale Certificate. Developer shall have no liability to City or otherwise for fraud or misrepresentations by Program Participants of which Developer did not have actual or constructive knowledge.

6.2.1.4 Delivery of Documents. In addition to the documents required to be provided by Section 6.2.1.3 above, upon the close of the proposed transfer, Developer and transferee, as applicable, shall provide City and Developer with a copy of the final sales contract, settlement statement, escrow instructions, a fully executed set of Program Participant Documents and any other documents which City may reasonably request.

6.2.2 Process to Obtain Approval of Transfer of each Homebuyer Property after the First Transfer of such Homebuyer Property by Developer. The process for obtaining City approval of the transfer of each Homebuyer Property during the Affordability Period and following the first transfer of such Homebuyer Property by Developer is set forth in the Regulatory Agreement.

6.2.3 Subsequent Sales in the Event Developer Acquires a Homebuyer Property. In the event the Developer or an Affiliate acquires a Homebuyer Property from an entity other than City, in connection with any resale or leasing of such Homebuyer Property, Developer shall require that such resales conform to the requirements applicable to initial sales, including applicable Homebuyer income restrictions and conformance to the material terms of the form of Homebuyer Purchase and Sale Agreement and other related sale documents, and in accordance with Section 6.1, above.

6.3 Uses. Developer covenants and agrees to comply with the Regulatory Agreement and this Agreement. All uses conducted on the Site, including, without limitation, all activities undertaken by Developer pursuant to this Agreement, shall conform to all applicable provisions of the City Code, and the recorded documents pertaining to and running with the Site.

6.4 Nondiscrimination. Developer by and for itself and any successors in interest covenants that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenants shall run with the land.

Developer hereby covenants, by and for itself, its successors and assigns, and shall require all contractors and subcontractors providing work or services related to the Site to covenant, to comply with the following laws relating to nondiscrimination and equal opportunity: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625,

as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

Developer further covenants, by and for itself, its successors and assigns, and shall require all contractors and subcontractors providing work or services related to the Site to covenant, not to inquire about the sexual orientation or gender identity of an applicant for, or occupant of, the Project or any Unit at the Site, for the purpose of determining eligibility for occupancy of such Units or otherwise making such Units available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. Further, determinations of eligibility for occupancy of Units at the Project shall be made in accordance with the eligibility requirements provided for such program by HUD, and such Units shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

The covenants established in this section shall, without regard to technical classification and designation, be binding for the benefit and in favor of City and its successors and assigns, and shall remain in effect in perpetuity.

6.5 Conditions to Developer's Sale to Program Participants. The sale of each Homebuyer Property by Developer to Program Participant (the "Conditions to Sale to Program Participants") shall be subject to the satisfaction or waiver by the City Manager (which waiver will be effective only if it is an express waiver made in writing by the City Manager), of the following conditions precedent:

- (a) Improvements Completed. The improvements for the corresponding Homebuyer Property shall have been completed as determined by the issuance of a certificate of occupancy by City as to the Unit located thereon.
- (b) Purchase and Sale Agreement. Developer and the corresponding Program Participant shall have entered into a Homebuyer Purchase and Sale Agreement which strictly conforms to the requirements and provisions of this Agreement.
- (c) Lien Priorities, Title Insurance and Documents among Interested Parties. The Program Participant shall have agreed to assume the obligations of borrower under the Homebuyer Senior Note and Homebuyer Junior Note and shall have additionally agreed to conform to all requirements under the City Deed, the Regulatory Agreement, the Ground Lease and the Homebuyer Loan Agreement (including without limitation all attachments thereto) and the provisions of Section 6.1 hereof. The Homebuyer Senior Deed of Trust shall be a senior deed of trust, subject only to the City Deed, the Regulatory Agreement, the Ground Lease and the Permitted Mortgage. The Homebuyer Junior Deed of Trust shall be a junior deed of trust subject only to the City Deed, the Regulatory Agreement, the Ground Lease, the Permitted Mortgage, and the Homebuyer Senior Deed of Trust.

- (d) Insurance. City shall have received sufficient evidence of the issuance of a homeowner's insurance policy with a guaranteed replacement provision for the corresponding Homebuyer Property, and a lender's loss payable endorsement in its favor.
- (e) Affordability and Income Requirements. The City Manager shall be satisfied that the Program Participant meets the applicable income requirements for a Low-Income Household, and that the purchase price of the corresponding Homebuyer Property does not exceed a schedule of maximum sales prices approved by the City Manager prior to the sale of Units.
- (f) Certificate. Developer shall have delivered to City Manager a Developer Sale Certificate as to the Unit proposed to be sold by Developer.

6.6 Effect of Violation of this Agreement after Completion of Construction. The covenants established in this Agreement and the deeds shall, without regard to technical classification and designation, be binding for the benefit and in favor of City, its successors and assigns, as to those covenants which are for its benefit. The covenants contained in this Agreement shall remain in effect for the periods of time specified therein. The covenants against discrimination shall remain in effect in perpetuity.

City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement and the covenants shall run in favor of City, without regard to whether City has been, remains or is an owner of any land or interest therein in the Site or in the Project Area. City shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled.

After issuance of a Certificate of Completion of Construction for all of the Improvements required by this Agreement to be developed on the corresponding Homebuyer Property, all of the terms, covenants, agreements and conditions set forth in this Agreement relating to the construction and development thereon shall cease and terminate as to such Homebuyer Property. All of the other applicable terms, covenants, and conditions set forth in this Agreement relating to use, operation, ownership, and maintenance of the Site shall survive and shall remain in full force and effect.

7. DEFAULTS AND REMEDIES

7.1 Events of Default by Developer. The occurrence of any of the following, whatever the reason therefor, shall constitute an event of default by Developer (an "Event of Default"):

7.1.1.1 Developer fails to make payment under the City-Developer Note when due, and such failure is not cured within five days after Developer's receipt of written notice that such payment was not received when due;

7.1.1.2 Developer fails to perform any other obligation for the payment of money (other than payments of principal or interest) under any Project Document, and such failure is not cured within 10 days after Developer's receipt of written notice that such obligation was not performed when due;

7.1.1.3 Developer fails to perform any obligation (other than obligations described in sub-paragraphs 7.1.1.1 and 7.1.1.2, above) under any Project Document, and such failure is not cured within 30 days after Developer's receipt of written notice that such obligation was not performed; provided that, if cure cannot reasonably be effected within such 30-day period, such failure shall not be an Event of Default so long as Developer (in any event, within 10 days after receipt of such notice) commences cure, and thereafter diligently (in any event within 90 days after receipt of such notice) prosecutes such cure to completion;

7.1.1.4 Any representation or warranty in any Project Document proves to have been incorrect in any material respect when made;

7.1.1.5 Work on the Improvements ceases for 30 consecutive days for any reason (other than governmental orders, decrees or regulations, acts of God, strikes or other causes beyond Developer's control, including those described in Section 8.2);

7.1.1.6 Developer is enjoined or otherwise prohibited by any governmental entity from constructing and/or occupying the Improvements and such injunction or prohibition continues unstayed for 30 days or more for any reason, subject to extensions permitted under Section 8.2;

7.1.1.7 Developer transfers or conveys the Site (or attempts to transfer or convey the Site) in any manner that is not in conformity with this Agreement; or

7.1.1.8 Developer provides any certification to City Manager, including without limitation a Developer Sale Certificate that contains any information that Developer knows, or should have discovered using reasonable diligence, to be false or misleading when made; or

7.1.1.9 Prior to the end of the regulatory period, Developer is dissolved, liquidated or terminated, or all or substantially all of the assets of Developer are sold or otherwise transferred without the City Manager's prior written consent.

7.1.1.10 (i) Developer is the subject of an order for relief by a bankruptcy court, or is unable or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (ii) Developer applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitate or similar officer for it or any part of its property; (iii) any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of Developer and the appointment continues undischarged or unstayed for 90 days; (iv) Developer institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to it or any part of its property; or any similar proceeding is instituted without the consent of Developer and continues undismissed or unstayed for 90 days; or (v) any judgment, writ, warrant of attachment or execution, or similar process is issued or levied against any property of Developer is not released, vacated or fully bonded within 90 days after its issue or levy.

If any such Event of Default is not cured within the applicable time period, after written demand by City, then this Agreement may, at the option of City, be terminated by Notice thereof to Developer. From the date of the Notice of termination of this Agreement by City to Developer and thereafter, this Agreement shall be deemed terminated and there shall be no further rights or obligations among the parties.

7.2 Remedies upon Default. Upon the occurrence of any Event of Default, City may, at its option and in its sole and absolute discretion, do any or all of the following:

7.2.1.1 By written notice to Developer, declare the principal of all amounts owing under the Project Documents, together with all accrued interest and other amounts owing in connection therewith, to be immediately due and payable, regardless of any other specified due date;

7.2.1.2 In its own right or by a court-appointed receiver, take possession of the Site, enter into contracts for and otherwise proceed with the completion of the Improvements on the Site (or portions thereof) by expenditure of its own funds;

7.2.1.3 Exercise any of its rights under the Project Documents and any rights provided by law, including the right to foreclose on any security and exercise any other rights with respect to any security, all in such order and manner as City elects in its sole and absolute discretion; and

7.2.1.4 Seek and obtain an order for specific performance.

7.3 Cumulative Remedies; No Waiver. City's rights and remedies under the Project Documents are cumulative and in addition to all rights and remedies provided by law from time to time. The exercise by City of any right or remedy shall not constitute a cure or waiver of any default, nor invalidate any notice of default or any act done pursuant to any such notice, nor prejudice City in the exercise of any other right or remedy. No waiver of any default shall be implied from any omission by City to take action on account of such default if such default persists or is repeated. No waiver of any default shall affect any default other than the default expressly waived, and any such waiver shall be operative only for the time and to the extent stated. No waiver of any provision of any Project Document shall be construed as a waiver of any subsequent breach of the same provision. City's consent to or approval of any act by Developer requiring further consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act. City's acceptance of the late performance of any obligation shall not constitute a waiver by City of the right to require prompt performance of all further obligations; City's acceptance of any performance following the sending or filing of any notice of default shall not constitute a waiver of City's right to proceed with the exercise of its remedies for any unfulfilled obligations; and City's acceptance of any partial performance shall not constitute a waiver by City of any rights relating to the unfulfilled portion of the applicable obligation.

7.4 Termination.

7.4.1 Termination by Developer. This Agreement may, at the option of Developer, be terminated by Notice given to City upon the occurrence of the following events, as of the time described below (and if no time is described below, the time established therefor in the Schedule of Performance):

- (a) On or before April 1, 2022, Developer has provided City with written notice that Developer has not obtained Building Permits and all required land use approvals with conditions acceptable to Developer, in its sole and absolute discretion, and desires to terminate this Agreement; or
- (b) one or more of the Developer Conditions Precedent is not satisfied; or
- (c) Developer elects to terminate on the basis that the development of the Improvements in accordance with this Agreement has become impracticable under the terms and conditions of this Agreement; or
- (d) in the event of any default of City prior to the conveyance of the Site which has not been cured.

From the date of the Notice of termination of this Agreement by Developer to City, this Agreement shall be deemed terminated and there shall be no further rights or obligations among the parties.

7.4.2 Termination by City. This Agreement may be terminated, at the option of City, 30 days after written notice thereof is delivered to Developer by the City, under the following circumstances:

- (a) Developer (or any successor in interest) assigns or attempts to assign, encumber, transfer, or convey the Agreement or any rights therein or in the Site (or any portion thereof) in violation of this Agreement; or
- (b) On or before April 1, 2022, Developer has provided City with written notice in accordance with Section 7.4.1(a) of its desire to terminate this Agreement; or
- (c) by the time set forth therefor in the Schedule of Performance for the conveyance of the Site, Developer is in default under this Agreement and City does not execute a deed to convey the Site to Developer in the manner and condition and by the date provided in this Agreement; or
- (d) one or more of the Conditions Precedent is not satisfied; or
- (e) Developer elects to terminate on the basis that the development of the Improvements in accordance with this Agreement has become impracticable under the terms and conditions of this Agreement; or
- (f) in the event of any default of Developer prior to the conveyance of the Site which has not been cured; or
- (g) Developer fails to perform any other obligation for the payment of money (other than payments of principal or interest) under any Project Document, and such failure is not cured within 10 days after Developer's receipt of written notice that such obligation was not performed when due; or

- (h) Developer fails to perform any obligation (other than obligations described in Sections 7.1.1.1 and 7.1.1.2, above) under any Project Document, and such failure is not cured within 30 days after Developer's receipt of written notice that such obligation was not performed; provided that, if cure cannot reasonably be effected within such 30 day period, such failure shall not be an Event of Default so long as Developer (in any event, within 10 days after receipt of such notice) commences cure, and thereafter diligently (in any event within 90 days after receipt of such notice) prosecutes such cure to completion; or
- (i) Any representation or warranty by Developer in any Project Document proves to have been incorrect in any material respect when made; or
- (j) Work on the Improvements ceases for 30 consecutive days for any reason (other than governmental orders, decrees or regulations, acts of God, strikes or other causes beyond Developer's control as described in Section 8.2); or
- (k) Developer is enjoined or otherwise prohibited by any governmental entity from constructing and/or occupying the Improvements and such injunction or prohibition continues unstayed for 30 days or more for any reason, subject to extensions allowed under Section 8.2; or
- (l) Developer transfers or conveys the Site (or attempts to transfer or convey the Site) in any manner that is not in conformity with this Agreement; or
- (m) Developer provides any certification to City Manager, including without limitation a Developer Sale Certificate that Developer knows to be false or misleading when made; or
- (n) Prior to the closing of all sales to Initial Homebuyers, Developer is dissolved, liquidated or terminated, or all or substantially all of the assets of Developer are sold or otherwise transferred without the City Manager's prior written consent; or
- (o) Developer is the subject of an order for relief by a bankruptcy court, or is unable or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or Developer applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or any part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of Developer and the appointment continues undischarged or unstayed for 90 days; or Developer institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to it or any part

of its property; or any similar proceeding is instituted without the consent of Developer and continues undismissed or unstayed for 90 days; or any judgment, writ, warrant of attachment or execution, or similar process is issued or levied against any property of Developer is not released, vacated or fully bonded within 90 days after its issue or levy; or

- (p) There is a change in the ownership of Developer or the Site contrary to the provisions of Section 5.3 hereof; or
- (q) Developer does not submit certificates of insurance, construction plans, drawings and related documents as required by this Agreement, in the manner and by the dates respectively provided in this Agreement therefor and such default or failure shall not be cured within 30 days after the date of written demand therefor by City; or
- (r) Developer does not satisfy the Conditions Precedent by the time established therefor in the Schedule of Performance, subject to Section 8.2 extensions; or
- (s) The completion of one or more of the Units is not accomplished by the respective time(s) established therefor in the Schedule of Performance, subject to Section 8.2 extensions; or
- (t) Developer is otherwise in default under this Agreement and has not cured or commenced to cure such default within the time period set forth in Section 7.1 herein (or has not diligently prosecuted such cure to completion).

From the date of the Notice of termination of this Agreement by City to Developer, this Agreement shall be deemed terminated and neither party shall have any further rights against the other under this Agreement, excepting that Developer shall immediately quitclaim to City all right, title and interest of Developer in the Site (including without limitation fee title and any beneficial interests under deeds of trust, promissory notes, and agreements in respect to the Site). The setting forth of events as grounds for termination shall not limit the ability of City to seek remedies in the event this Agreement has not been terminated. The termination of this Agreement shall not limit the rights of City to enforce the City-Developer Note, the City-Developer Deed of Trust, the Regulatory Agreement, the City Deed, or any Homebuyer Loan Agreement (including instruments executed in connection thereunder).

8. MISCELLANEOUS.

8.1 Transfers of Interest in Site or Agreement.

8.1.1 Prohibition. The qualifications and identity of Developer and its relationships to the Habitat Parent are of particular concern to City. It is because of those qualifications and identity that City has entered into this Agreement with Developer. Accordingly, for the period commencing upon the Date of the Affordable Housing Agreement and until the last closing of a Unit sale to Initial Homebuyers (a) no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement, (b) neither Developer nor any successor or assign thereof shall make

any total or partial sale, transfer, conveyance, assignment, refinancing or lease of the whole or any part of the Site or the Improvements thereon (collectively referred to herein as a “Transfer”), without the prior written approval of City, except to the extent otherwise expressly set forth in Section 8.1.2 hereof. City agrees that it shall not unreasonably withhold approval of any transfer to a Low-Income Household at an Affordable Housing Cost upon submittal of documentation acceptable to City that such transfer satisfies all requirements of this Agreement.

8.1.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, City approval of a Transfer shall not be required in connection with the conveyance or dedication of any portion of the Site to City or the granting of easements or permits to facilitate construction of the Improvements or transfers to an Affiliate.

8.1.3 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon Developer and its permitted successors and assigns. Whenever the term “Developer” is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

8.2 Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by a party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; litigation; unusually severe weather; acts or omissions of the other party; acts or failures to act of a public or governmental City or entity (other than City acting as required pursuant to this Agreement); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other parties within 30 days of the commencement of the cause. Any requests for extension shall be in writing. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Developer.

Notwithstanding the foregoing portion of this section, Developer is not entitled to an extension of time to perform because of past, present, or future difficulty in obtaining suitable temporary, construction, or permanent financing for the acquisition, development or sale of Units on the Site or in determining qualified purchasers who are Eligible Homebuyers.

Provided that the Developer is exercising diligent efforts toward obtaining financing and further provided that the Developer demonstrates to the reasonable satisfaction of the City Manager that Developer is making progress toward obtaining financing and that Developer is likely to obtain financing commitments for construction and that it is likely that Developer will develop and sell six Units to Low-Income Households at prices to the homebuyers which are consistent with Affordable Housing Cost as provided under this Agreement, City will reasonably consider extensions of up to two years in the aggregate (in addition to such other extensions as may be otherwise allowed under this Agreement) upon receipt of request therefor by Developer.

8.3 Nonliability of Officials and Employees of City. No member, official or employee of City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement.

8.4 Obligations Unconditional and Independent. Notwithstanding the existence at any time of any obligation or liability of City to Developer, or any other claim by Developer against City, in connection with the Site or otherwise, Developer hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Developer's obligations under this Agreement (including without limitation the attachments hereto), or (b) to claim that the existence of any such outstanding obligation, liability or claim excuses the nonperformance by Developer of any of its obligations under the Project Documents.

8.5 Notices. Any notice to or demand upon the following parties shall be given by registered or certified mail, return receipt requested, or by express delivery service, as follows, or to such other address as is specified in writing by any of the following to the others:

If to Developer: 113 W Bender Road LLC
c/o Habitat for Humanity Seattle-King County
560 Naches Avenue SW, Suite 110
Renton, Washington 98057
Attention: CEO

If to City: City of Ellensburg
501 North Anderson Street
Ellensburg, Washington 92552
Attention: City Manager

with a copy to (and which shall not constitute notice to City):

Stradling Yocca Carlson & Rauth
601 Union Street, Suite 2424
Seattle, Washington 98114
Attention: Alice M. Ostdiek

Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

8.6 Survival of Representations and Warranties. All representations and warranties in the Project Documents shall survive the conveyance of the Site and have been or will be relied on by City notwithstanding any investigation made by City.

8.7 No Third Parties Benefited. This Agreement is made for the purpose of setting forth rights and obligations of Developer and City, and no other person shall have any rights hereunder or by reason hereof. There shall be no third-party beneficiaries of this Agreement.

8.8 Use of Consultants by City. City, at its sole cost, may engage consultants to assist City in connection with matters to be undertaken or reviewed under this Agreement, such as in connection with the calculation of allowable housing costs. Developer shall cooperate fully with any such consultants.

8.9 Binding Effect; Assignment of Obligations. This Agreement shall bind, and shall inure to the benefit of, Developer and City and their respective successors and assigns. Except for assignments or transfers allowed under Section 8.1 above, Developer shall not assign any of its rights or obligations under any Project Document without the prior written consent of the City Manager, which consent may be withheld in the City Manager's sole and absolute discretion. Any such assignment without such consent shall, at City's option, be void. In connection with the foregoing consent requirement, Developer acknowledges that City relied upon Developer's particular expertise in entering this Agreement and continues to rely on such expertise to ensure the satisfactory completion of the Improvements and the qualification of eligible buyers and each Homebuyer Property in conformity with this Agreement.

8.10 Superiority of City Agreement. Developer agrees and acknowledges that any agreements between Developer and a purchaser of each Homebuyer Property, or third parties, shall be subject and subordinate in all cases to this Agreement (including, without limitation, the Attachments hereto) and that in the event of conflict, this Agreement (including, without limitation, the Attachments hereto) shall control.

8.11 Prior Agreements; Amendments; Consents. This Agreement (together with the other Project Documents) contains the entire agreement between City and Developer with respect to the Site, and all prior negotiations, understandings and agreements with respect to such matters, including without limitation this Agreement, are superseded by this Agreement and such other Project Documents. No modification of any Project Document (including waivers of rights and conditions) shall be effective unless in writing and signed by the party against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement includes pages 1 through 42 and Attachments 1 through 14 (which attachments are incorporated herein by reference), which constitutes the entire understanding and agreement of the parties.

This Agreement integrates all terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of City and Developer, and all amendments hereto must be in writing by the appropriate authorities of City and Developer; provided that after conveyance of the Site to Developer, only the consent of City shall be required.

8.12 Governing Law. All of the Project Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington. Developer irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of Washington for the County of Kittitas or the United States District Court of the Central District of Washington, as City may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this Agreement or the other Project Documents. Assuming proper service of process, Developer also waives any objection regarding personal or *in rem* jurisdiction or venue.

8.13 Severability of Provisions. No provision of any Project Document that is held to be unenforceable or invalid shall affect the remaining provisions, and to this end all provisions of the Project Documents are hereby declared to be severable.

8.14 Headings. Article and section headings are included in the Project Documents for convenience of reference only and shall not be used in construing the Project Documents.

8.15 Conflicts. In the event of any conflict between the provisions of this Agreement and those of any other Project Document, this Agreement shall prevail; provided however that, with respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

8.16 Time of the Essence. Time is of the essence of all of the Project Documents.

8.17 Conflict of Interest. No member, official or employee of City shall have any direct or indirect financial interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

8.18 Warranty against Payment of Consideration. Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

8.19 Real Estate Commissions. Each of City and Developer represents to the other party that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisition of all or part of the Site, and agrees to hold harmless the other party from such commissions or fees as are alleged to be due from the party making such representations.

8.20 Counterparts. Any Project Document (including this Agreement), other than the City-Developer Note, may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

[Remainder of page blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

DEVELOPER:

113 W BENDER ROAD LLC, a Washington limited liability company

By: Habitat for Humanity Seattle-King County,
Its Manager

By: _____
Brett D'Antonio
Its: CEO

By: _____
Patrick Sullivan
Its: Chief Operating Officer

CITY:

CITY OF ELLENSBURG, a Washington municipal corporation

By: _____
City Manager



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: December 6, 2021

Item Title/Agenda Subject: Clean Energy Transformation Act (CETA) – Clean Energy Implementation Plan (CEIP)

Submitted by: Buddy Stanavich Public Works & Utilities

Recommended Action or Motion: Staff and the Utility Advisory Committee recommend City Council adopt the Clean Energy Implementation Plan.

Background/Summary: At the October 2021 UAC meeting, staff presented an overview and presentation of the City of Ellensburg's draft Clean Energy Implementation Plan (CEIP). Staff updated the CEIP and presented it again at the November meeting, where the UAC forwarded favorable recommendation for City Council adoption.

Washington State enacted the Clean Energy Transformation Act (CETA) in 2019. The act affects all electric utilities in Washington State. One component of CETA is the adoption of a Clean Energy Implementation Plan, which is being presented for Council's consideration and adoption.

The CEIP requirements, will be reviewed by staff as outlined in the attached presentation, are established by the Department of Commerce in Chapter 194-40 of the Washington State Administrative Code. WAC 194-40-050 establishes that each utility must submit by January 1, 2022, and every four years thereafter, a CEIP for resources to be acquired and other actions to be undertaken during the next interim performance period to reach the goal of compliance with CETA's clean energy standards. Adoption of the CEIP requires a public input process, which included a BeHeardEburg survey, assistance and feedback from HopeSource regarding vulnerable populations, two UAC meetings to review the CEIP and open to public comment, and this City Council meeting at which public comment can also be taken.

Per WAC 194-40-200, the required elements of the CEIP must include:

- Specific actions to be taken to meet or show progress towards meeting CETA requirements
- Establish interim targets for percentage of loads to be served using renewable and non-emitting resources
- Establish targets for energy efficiency, demand response resources and renewable energy
- Identify specific actions to ensure equitable transition to clean energy
- Identify the use of alternative compliance methods

Each of these requirements is discussed in the attached presentation and also, as applicable, in detail in the CEIP. In addition, the CEIP includes two exhibits:

- Exhibit A – Electric Conservation Potential Assessment
- Exhibit B – Demand Response Potential Assessment

Previous Council Action: None

Analysis: Analysis/Report Attached. The Utility Advisory Committee considered the CEIP at their October and November 2021 meetings, and forwarded a favorable recommendation to City Council to adopt the plan.

Financial Impact: Not known at this time

Attachments:

[Clean Energy Implementation Plan](#)
[Clean Energy Implementation Plan - UAC Presentations](#)
[CETA & CEIP City Council Presentation](#)

Clean Energy Implementation Plan

2022 - 2025

CITY OF ELLENSBURG



Clean Energy Implementation Plan 2022-2025

City of Ellensburg Clean Energy Implementation Plan | December 2021

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Deadline: January 1, 2022

Submission: Email this workbook and all supporting documentation to CETA@commerce.wa.gov

Questions: Glenn Blackmon, Sarah Vorpahl, Austin Scharff, State Energy Office, CETA@commerce.wa.gov



Enter information in green fields.

Do not modify blue-shaded fields.

RCW 19.405.060

Clean energy implementation plan—Compliance criteria—Incremental cost of compliance.

(2)(a) By January 1, 2022, and every four years thereafter, each consumer-owned utility must develop and submit to the department a four-year clean energy implementation plan for the standards established under RCW 19.405.040(1) and 19.405.050(1) that: (i) Proposes interim targets for meeting the standard under RCW 19.405.040(1) during the years prior to 2030 and between 2030 and 2045, as well as specific targets for energy efficiency, demand response, and renewable energy; (ii) Is informed by the consumer-owned utility's clean energy action plan developed under RCW 19.280.030(1) or other ten-year plan developed under RCW 19.280.030(5); (iii) Is consistent with subsection (4) of this section; and (iv) Identifies specific actions to be taken by the consumer-owned utility over the next four years, consistent with the utility's long-range resource plan and resource adequacy requirements, that demonstrate progress towards meeting the standards under RCW 19.405.040(1) and 19.405.050(1) and the interim targets proposed under (a)(i) of this subsection. The specific actions identified must be informed by the consumer-owned utility's historic performance under median water conditions and resource capability and by the consumer-owned utility's participation in centralized markets. In identifying specific actions in its clean energy implementation plan, the consumer-owned utility may also take into consideration any significant and unplanned loss or addition of load it experiences.

(b) The governing body of the consumer-owned utility must, after a public meeting, adopt the consumer-owned utility's clean energy implementation plan. The clean energy implementation plan must be submitted to the department and made available to the public. The governing body may adopt more stringent targets than those proposed by the consumer-owned utility and periodically adjust or expedite timelines if it can be demonstrated that such targets or timelines can be achieved in a manner consistent with the following: (i) Maintaining and protecting the safety, reliable operation, and balancing of the electric system; (ii) Planning to meet the standards at the lowest reasonable cost, considering risk; (iii) Ensuring that all customers are benefiting from the transition to clean energy: Through the equitable distribution of energy and nonenergy benefits and reduction of burdens to vulnerable populations and highly impacted communities; long-term and short-term public health and environmental benefits and reduction of costs and risks; and energy security and resiliency; and (iv) Ensuring that no customer or class of customers is unreasonably harmed by any resulting increases in the cost of utility-supplied electricity as may be necessary to comply with the standards.

(3)(a) An investor-owned utility must be considered to be in compliance with the standards under RCW 19.405.040(1) and 19.405.050(1) if, over the four-year compliance period, the average annual incremental cost of meeting the standards or the interim targets established under subsection (1) of this section equals a two percent increase of the investor-owned utility's weather-adjusted sales revenue to customers for electric operations above the previous year, as reported by the investor-owned utility in its most recent commission basis report. All costs included in the determination of cost impact must be directly attributable to actions necessary to comply with the requirements of RCW 19.405.040 and 19.405.050.

(b) If an investor-owned utility relies on (a) of this subsection as a basis for compliance with the standard under RCW 19.405.040(1), then it must demonstrate that it has maximized investments in renewable resources and nonemitting electric generation prior to using alternative compliance options allowed under RCW 19.405.040(1)(b).

(4)(a) A consumer-owned utility must be considered to be in compliance with the standards under RCW 19.405.040(1) and 19.405.050(1) if, over the four-year compliance period, the average annual incremental cost of meeting the standards or the interim targets established under subsection (2) of this section meets or exceeds a two percent increase of the consumer-owned utility's retail revenue requirement above the previous year. All costs included in the determination of cost impact must be directly attributable to actions necessary to comply with the requirements of RCW 19.405.040 and 19.405.050.

(b) If a consumer-owned utility relies on (a) of this subsection as a basis for compliance with the standard under RCW 19.405.040(1), and it has not met eighty percent of its annual retail electric load using electricity from renewable resources and nonemitting electric generation, then it must demonstrate that it has maximized investments in renewable resources and nonemitting electric generation prior to using alternative compliance options allowed under RCW 19.405.040(1)(b).

(5) The commission, for investor-owned utilities, and the department, for consumer-owned utilities, must adopt rules establishing the methodology for calculating the incremental cost of compliance under this section, as compared to the cost of an alternative lowest reasonable cost portfolio of investments that are reasonably available.

WAC 194-40-200

Clean energy implementation plan.

(1) **Specific actions.** Each utility must identify in each CEIP the specific actions the utility will take during the next interim performance period or GHG neutral compliance period to demonstrate progress toward meeting the standards under RCW 19.405.040(1) and 19.405.050(1) and the interim targets under subsection (2) of this section and the specific targets under subsection (3) of this section. Specific actions must be

consistent with the requirements of RCW 19.405.060 (2)(a)(iv).

(2) **Interim target.** The CEIP must establish an interim target for the percentage of retail load to be served using renewable and nonemitting resources during the period covered by the CEIP. The interim target must demonstrate progress toward meeting the standards under RCW 19.405.040(1) and 19.405.050(1), if the utility is not already meeting the relevant standard.

(3) **Specific targets.** The CEIP must establish specific targets, for the interim performance period or GHG neutral compliance period covered by the CEIP, for each of the following categories of resources:

(a) **Energy efficiency.** (i) The CEIP must establish a target for the amount, expressed in megawatt-hours of first-year savings, of energy efficiency resources expected to be acquired during the period. The energy efficiency target must comply with WAC 194-40-330(1). (ii) A utility may update its CEIP to incorporate a revised energy efficiency target to match a biennial conservation target established by the utility under RCW 19.285.040 (1)(b) and WAC 194-37-070.

(b) **Demand response resources.** The CEIP must specify a target for the amount, expressed in megawatts, of demand response resources to be acquired during the period. The demand response target must comply with WAC 194-40-330(2).

(c) **Renewable energy.** The utility's target for renewable energy must identify the quantity in megawatt-hours of renewable electricity to be used in the period.

(4) **Specific actions to ensure equitable transition.** To meet the requirements of RCW 19.405.040(8), the CEIP must, at a minimum:

(a) Identify each highly impacted community, as defined in RCW 19.405.020(23), and its designation as either: (i) A community designated by the department of health based on cumulative impact analyses; or (ii) A community located in census tracts that are at least partially on Indian country.

(b) Identify vulnerable populations based on the adverse socioeconomic factors and sensitivity factors developed through a public process established by the utility and describe and explain any changes from the utility's previous CEIP, if any;

(c) Report the forecasted distribution of energy and nonenergy costs and benefits for the utility's portfolio of specific actions, including impacts resulting from achievement of the specific targets established under subsection (3) of this section. The report must: (i) Include one or more indicators applicable to the utility's service area and associated with energy benefits, nonenergy benefits, reduction of burdens, public health, environment, reduction in cost, energy security, or resiliency developed through a public process as part of the utility's long-term planning, for the provisions in RCW 19.405.040(8); (ii) Identify the expected effect of specific actions on highly impacted communities and vulnerable populations and the general location, if applicable, timing, and estimated cost of each specific action. If applicable, identify whether any resource will be located in highly impacted communities or will be governed by, serve, or otherwise benefit highly impacted communities or vulnerable populations in part or in whole; and (iii) Describe how the specific actions in the CEIP are consistent with, and informed by, the utility's longer-term strategies based on the analysis in RCW 19.280.030 (1)(k) and clean energy action plan in RCW 19.280.030(1)(l) from its most recent integrated resource plan, if applicable.

(d) Describe how the utility intends to reduce risks to highly impacted communities and vulnerable populations associated with the transition to clean energy.

(5) **Use of alternative compliance options.** The CEIP must identify any planned use during the period of alternative compliance options, as provided for in RCW 19.405.040 (1)(b).

(6) The CEIP must be consistent with the most recent integrated resource plan or resource plan, as applicable, prepared by the utility under RCW 19.280.030.

(7) The CEIP must be consistent with the utility's clean energy action plan developed under RCW 19.280.030(1) or other ten-year plan developed under RCW 19.280.030(5).

(8) The CEIP must identify the resource adequacy standard and measurement metrics adopted by the utility under WAC 194-40-210 and used in establishing the targets in its CEIP. (9) If the utility intends to comply using the two percent incremental cost approach specified in WAC 194-40-230, the CEIP must include the information required in WAC 194-40-230(3) and, if applicable, the demonstration required in WAC 194-40-350(2).

(10) Any utility that is not subject to RCW 19.280.030(1) may meet the requirements of this section through a simplified reporting form provided by commerce.

Utility name:	City of Ellensburg
Report date:	12/31/2021
Contact name/Dept:	Buddy Stanavich
Phone:	509-962-7225
Email:	stanavichm@ci.ellensburg.wa.us
Web address of published CEIP:	https://ci.ellensburg.wa.us/
Small utility:	Yes

A small utility is a utility that is not required by RCW 19.280.030(1) to prepare an integrated resource plan.

Interim target: Percentage of retail load to be served using renewable and nonemitting resources (WAC 194-40-200(2))

Resource	2022	2023	2024	2025	4-year Period
Renewable	83%	83%	83%	83%	83%
Nonemitting	11%	11%	11%	11%	11%
Total	95%	95%	95%	95%	95%

[Small utilities may enter a single value in cell G6 and leave the remaining cells blank.]

Describe how the target demonstrates progress toward meeting the 2030 and 2045 CETA standards (WAC 194-40-200(2)). This section is not required if the value in cell G6 is 80% or greater :

N/A

City of Ellensburg Total Retail Load Forecast Weather Adjusted History 2021-2025					
Fiscal Year	MWh	aMW	Growth	Hydro/Nuclear	Hydro
2021	212,843	24.30	0.6%	95%	83%
2022	214,090	24.44	0.6%	203,385	177,694
2023	214,743	24.51	0.3%	204,005	178,236
2024	216,063	24.60	0.3%	205,260	179,333
2025	216,017	24.66	0.3%	205,216	179,294
				4yr CEIP	714,558

Specific targets (WAC 194-40-200(3)):

Resource	Amount	
Energy Efficiency	6,041	MWh to be acquired over the interim performance period (measured in first-year savings)
Renewable energy	714,558	MWh to be used during the interim performance period
Demand response	0	MW to be acquired over the interim performance period

Identify and describe the specific actions the utility will take over the next interim performance period to demonstrate progress toward meeting the utility's interim targets and the 2030 GHG neutral and 2045 clean electricity standard (WAC 194-40-200(1)):

Specific action proposed	Description of how the action demonstrates progress toward meeting interim targets and the standards
BPA's Energy Efficiency Implementation Program	Energy efficiency focuses on reducing the amount of electricity used by increasing the efficiency of energy use. The City of Ellensburg provides incentives to encourage participation in residential and non-residential programs to promote more efficient use of energy.
Receive BPA's Fuel Mix	The City's resource mix from BPA is 83% hydro, 11% Nuclear

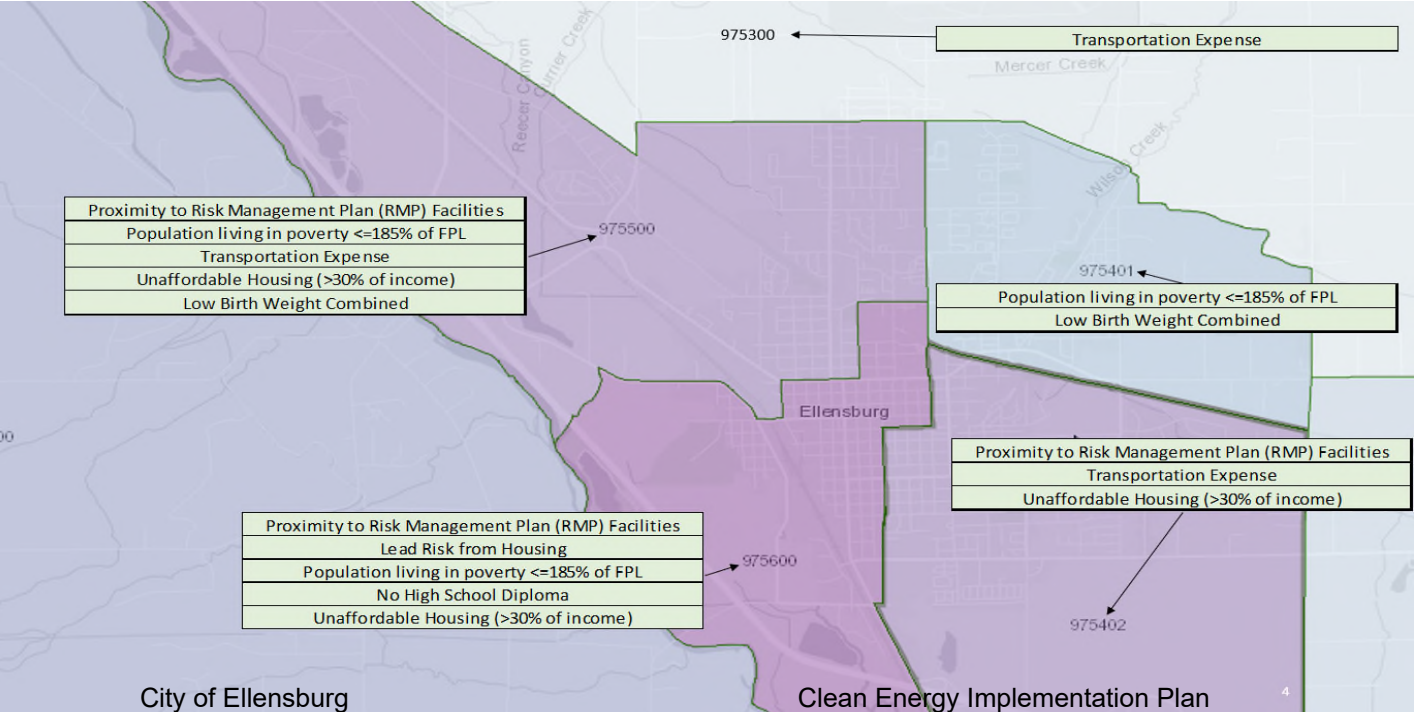
Highly impacted communities (WAC 194-40-200(4))

Report each Highly Impacted Community in the table below.

Highly Impacted Community is defined in RCW 19.405.020(23) as:
(23) "Highly impacted community" means a community designated by the department of health based on cumulative impact analyses in RCW 19.405.140 or a community located in census tracts that are fully or partially on "Indian country" as defined in 18 U.S.C. Sec. 1151.

Department of Health has designated Highly Impacted Communities as those ranking 9 or 10 on the Environmental Health Disparities map. Visit the Department of Health website for instructions on how to identify Highly Impacted Communities:
<https://www.doh.wa.gov/DataandStatisticalReports/WashingtonTrackingNetworkWTN/ClimateProjections/CleanEnergyTransformationAct/CETAUtilityInstructions>

Census Tract (enter 11 digit FIPS code)	County Name	Tribal Lands (Yes/No)	Environmental Health Disparities Topic Rank
53037975600	Kittitas	N	Lead Risk from Housing
53037975401	Kittitas	N	Low Birth Weight Combined
53037975500	Kittitas	N	Low Birth Weight Combined
53037975600	Kittitas	N	No High School Diploma
53037975401	Kittitas	N	Population living in poverty <=185% of FPL
53037975500	Kittitas	N	Population living in poverty <=185% of FPL
53037975600	Kittitas	N	Population living in poverty <=185% of FPL
53037975402	Kittitas	N	Proximity to Risk Management Plan (RMP) Facilities
53037975500	Kittitas	N	Proximity to Risk Management Plan (RMP) Facilities
53037975600	Kittitas	N	Proximity to Risk Management Plan (RMP) Facilities
53037975300	Kittitas	N	Transportation Expense
53037975402	Kittitas	N	Transportation Expense
53037975500	Kittitas	N	Transportation Expense
53037975402	Kittitas	N	Unaffordable Housing (>30% of income)
53037975500	Kittitas	N	Unaffordable Housing (>30% of income)
53037975600	Kittitas	N	Unaffordable Housing (>30% of income)



Vulnerable populations (WAC 194-40-200(4))

Please list all socioeconomic factors and sensitivity factors developed through a public process and used to identify Vulnerable Populations based on the definition in RCW 19.405.020(40):

(40) "Vulnerable populations" means communities that experience a disproportionate cumulative risk from environmental burdens due to:

(a) Adverse socioeconomic factors, including unemployment, high housing and transportation costs relative to income, access to food and health care, and linguistic isolation; and

(b) Sensitivity factors, such as low birth weight and higher rates of hospitalization

Factors	Details	Caveats	Source	Date Last Updated	Approximate number of households in service territory (if applicable)
Lead Risk from Housing	Homes built before 1980	Washington Tracking Network values have a 90% margin of error; 2016 data estimated 3263 homes in Kittitas County; 2019 data estimated 3601 homes built before 1980 Data adjusted per State: before 1940 = 0.68; 1940 - 1959 = 0.43; 1960 - 1979 = 0.08	2019 ACS 5-year Housing Data	2021	3601 - Kittitas County 1642 - Ellensburg
Low Birth Weight Combined	Ranking of population with low birth weight, < 2500 g (~5.5 pounds)	Multiple births, abortions and fetal deaths are not included	WA Dept of Health Statistics	2021	21 - Kittitas County annual average number of low birth weight 5.2% - Kittitas County annual average percentage of low birth weight 6.3% - Washington State annual average percentage of low birth weight 2003 - 2019
No High School Diploma	Age 25+ and no high school diploma	Washington Tracking Network values shown have a 90% margin of error	2019 ACS 5-year grouping	2021	2392 - Kittitas County 8.6% - Kittitas County 791 - Ellensburg 8.4% - Ellensburg 8.7% - Washington State
Population living in poverty <=185% of FPL	2019 5-year roll-up of estimated number of people living below 185% of Federal Poverty Level, which varies by household size	Washington Tracking Network values shown have a 90% margin of error	WA Dept of Health Population Living in Poverty	2021	13,600 - Kittitas County 30.7% - Kittitas County 8,370 - Ellensburg 44.8% - Ellensburg 21.9% - Washington State

Factors	Details	Caveats	Source	Date Last Updated	Approximate number of households in service territory (if applicable)
Proximity to Risk Management Plan (RMP) Facilities	Facilities with a Risk Management Plan within 5 km of a census tract;	This indicator was developed using nationwide databases and may not reflect the risk of living within close proximity to all RMP facilities in Washington. The 5km buffer size used in this indicator was found to be appropriate for the national indicator. However, a smaller buffer size may be more appropriate for state-specific applications. This measure displays the proximity of facilities with a Risk Management Plan (RMP) by displaying the count of facilities within 5 km of a tract divided by the distance of the facility. If no facility existed within 5km of the tract, the nearest neighbor was used. The data was downloaded from EJSCREEN in 2017.	EPA EJSCREEN map: https://ejscreen.epa.gov/arcgis/rest/services/EMEF/efpoints/MapServer	2017	EF Points: Superfund - 0 Toxic Releases - 2 Water Dischargers - 28 Air Pollution - 1 Hazardous Waste - 43 Brownfields - 8 Toxic Substances Control Act - 0
Transportation Expense	Transportation costs based on percentage of income for the regional moderate household (80% AMI)	The index is intended for use by researchers, developers, planners and policymakers to enhance their understanding of the cost burden of transportation. Indicators that can change more quickly like car ownership can be less accurate inputs than indicators that tend to change slowly like neighborhood block size.	The Housing + Transportation (H+T®) Affordability Index https://www.cnt.org/tools/housing-and-transportation-affordability-index	2008 - 2012	Census Tracts (last 4 digits) 5300 - 35% 5401 - 26% 5402 - 28% 5500 - 28% 5600 - 25%

Factors	Details	Caveats	Source	Date Last Updated	Approximate number of households in service territory (if applicable)
Unaffordable Housing (>30% of income)	Housing burden indicator displays the modeled percent of income spent on housing for a 4-person household making the median household income based on ACS 5-year estimates There are three categories under "Selected Monthly Costs as Percentage of Household Income": households with mortgages, households without mortgages, and rentals. "Unaffordable housing" is defined as households spending great than 30 percent of their income on housing costs.	Washington Tracking Network values shown have a 90% margin of error	2019 ACS 5-year Housing Data	2012 - 2016	6,530 - Kittitas County 37% - Kittitas County 60% of > 30% - Rentals Kittitas County 3,694 - Ellensburg 49% - Ellensburg 82% of > 30% - Rentals Ellensburg 32% - Washington State
Describe and explain any changes to the factors from the utility's previous CEIP, if any: N/A, 2022 is first CEIP					

*** Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value.*

Distribution of energy and non-energy costs and benefits (WAC 194-40-200(4))

Please report one or more indicators, developed through a public process, and used to identify the forecasted distribution of energy and non-energy costs and benefits for the utility's portfolio of specific actions, including impacts resulting from achievement of the specific targets established under WAC 194-40-200(3).

Indicators must be associated with one of the following categories: energy benefits, non-energy benefits, reduction of burdens, public health, environment, reduction in cost, energy security, or resiliency.

Category	Indicator	Details	Source	Date Last Updated
Energy	Renewable Energy Product	Offer a Renewable Energy Product to customers that sign up for it	Utility Data	2021
	Efficiency Programs	Energy Efficiency, Weatherization, Net-Metering incentives on Low-Income housing	Energy Efficiency measures	2021
	Resource Adequacy	Planning for future uptake	Utility Data	2021
Non-Energy	Efficiency Programs	Energy Efficiency, Weatherization, Net-Metering incentives on Low-Income housing	Energy Efficiency measures	2021
	Supplier Strength	Strength and Health of BPA	Utility Data	2021
	Communication	Targeted communications, rise in number of outreach and impressions to increase accessibility	Utility Data	2021
Reduction of Burden	Efficiency Programs	Energy Efficiency, Weatherization, Net-Metering incentives on Low-Income housing	Energy Efficiency measures	2021
	Number of households with high energy burden	Identify energy burdened households	Utility Data	2021
	Low income rate class	Subsidized by other rate payers, the low income rate classes reduces costs for the customer in the short-term	Utility data	2021
Public health	Cleaner indoor air	more efficient HVAC units can increase filtering of air inside the home	Energy Efficiency measures	2021
Environmental	Greenhouse Gas Emissions	Ellensburg GHG emissions	Utility Data	2021
	Efficiency Programs	Energy Efficiency, Weatherization, Net-Metering incentives on Low-Income housing	Energy Efficiency measures	2021
Reduction in Cost	Efficiency Programs	Energy Efficiency, Weatherization, Net-Metering incentives on Low-Income housing	Energy Efficiency measures	2021
	Number of households with high energy burden	Identify energy burdened households	Utility Data	2021
	Reduced energy burden	Weatherization improvements can reduce energy costs for the customer in the long-term	Energy Efficiency measures	
Energy Security	Supplier Generation Location	Generation located in Washington or Connected to BPA Transmission	Utility Data	2021

Energy Resiliency	Supplier Generation Location	Generation located in Washington or Connected to BPA Transmission	Utility Data	2021
	Generation	Identify generation capacity that meets the demands of City customers	Utility Data	2021
	Looping within City distribution system to shorten and reduce outages	The utility's ability to reroute electricity distribution to alternate lines or substations can shorten and reduce outages, both planned and unplanned	Utility data	2021
	Interlocal agreements with neighboring utilities for outage restoration	The utility's ability to call in neighboring line crews in the event of staffing shortages or widespread system damage can restore power in a more efficient timeframe	Utility data	2021

Please report the forecasted distribution of energy and non-energy costs and benefits on identified highly impacted communities and vulnerable populations for the utility's portfolio of specific actions, including impacts resulting from achievement of the specific targets established under WAC 194-40-200(3). You must do a separate row for each action and for each population affected.

Identify the expected effect of specific actions on highly impacted communities and vulnerable populations and the general location, if applicable, timing, and estimated cost of each specific action. If applicable, identify whether any resource will be located in highly impacted communities or will be governed by, serve, or otherwise benefit highly impacted communities or vulnerable populations in part or in whole.

[illegible]

Long-term plans (WAC 194-40-200(4)(c)(iii))

Describe how the specific actions in the CEIP are consistent with, and informed by, the utility's longer-term strategies based on the analysis in RCW 19.280.030 (1)(k) and clean energy action plan in RCW 19.280.030 (1)(l) from its most recent integrated resource plan, if applicable:

This report presents the results of the Twenty Year Distribution Study prepared by Electrical Consultants, Inc. (ECI) for the City of Ellensburg (the City). This study evaluates the City's distribution system providing electric service in Central Washington.

Based upon the planning criteria identified in Section 3.0 and pertinent historical trends and load forecasts identified in Section 4.0, distribution system performance was evaluated in order to identify criteria violations for voltage drop, voltage and current imbalance, line and equipment loading, as well as power factor and losses.

System performance was evaluated by first performing load flows for peak loading conditions. A thorough review of the existing system performance with the present, transition (6 year), long range (20 year), long range extreme (20 year extreme) loading was performed. The peak models are represented by the maps located at the end of the report in the Maps Appendix. These maps include voltage levels across the City's distribution system along with projected loads. Results of the load flow analysis are summarized in Section 5.0 along with recommendations for system improvement.

All recommendations were designed to be in general concurrence with planning criteria and to ensure that no adverse impacts to the integrity of the City's system were imposed. The mechanical condition of the City's plant, along with reliability of service to members, was also factored into the recommendations for system improvement. Single contingency outages were investigated through analysis of load flow and voltage drop studies to address system requirements during such operating conditions.

Connection Statistics and Energy Use

The City serves residential, commercial, and industrial customers. In terms of number of accounts, residential is the most profuse, followed by commercial and industrial, respectively. In recent years, industrial/commercial loads have decreased, however there are several proposed projects that could increase these categories.

Historical Demand and Growth Patterns

The City of Ellensburg provides distribution-level voltage through four (4) substations. These include Helena, East Ellensburg, Dolarway #1 and Dolarway #2. The table also shows loads allocated to each substation for the six-year and twenty-year periods.

Figure 4-6-1 shows the historical and forecasted growth characteristics of the City's entire system for the period 2006 through 2037. This forecast gives a base case and an upper confidence bound, the upper confidence bound is a maximum anticipated value.

Having developed a predictor of future growth, growth could then be assigned. This was accomplished through consultation with the City. All areas

with potential new development were identified and a large customer was then assigned. Refer to the Projected Loads Maps in the Appendix for where growth was assigned. Total system kW projections at six-year and twenty year loads were then compared to the projected growth. As can be seen from the trend lines in Figures 4-6-1 through 4-6-4 system growth is negative for the system, according to the linear regression of data provided by the City and BPA reads. The decrease in loads on the system in recent years is due to industrial/commercial loads leaving the city and increased electrical efficiency. Although the load decrease results in a negative trend, it is not an accurate predictor of future growth. Residential loads in the city are anticipated to continue to grow. Projected load growth areas were discussed with City personnel and loads were added to the system based upon the possibility of new subdivisions, industrial/business parks, territory expansion, and the forecast projections. For this reason, projected loads are higher than the linear regression projections would suggest, however, they are in line with City growth projections.

Consumer statistics were analyzed between 2012 and 2017, there were 9,485 customers and 60 MW of non-coincident peak during the 2012 plan, and there was 9,343 customers and 53 MW of non-coincident peak during the 2017 plan. These numbers infer that in 2012 the average kW per customer was 6.326 kW per customer and in 2017 it was 5.672 kW per customer. This analysis does not take into account Twin City Foods load being taken offline for the 2017 plan. Twin City Foods had approximately 4.5 MW of load in the 2012 plan, removing it from the 60 MW load brings the load to 55.5 MW and this changes the average kW per customer to 5.85 kW which is much closer to the current usage per customer. While these numbers show a decrease in usage per customer it is important to note that based upon past experience this decrease is likely due to increased efficiency in homes and businesses. Increased efficiency will initially look like a decrease in loads, however, this decrease cannot maintain into the future and as the population grows loads will continue to increase. For this reason and discussion with City personnel loads are anticipated to begin to increase in the future as the city expands.

Loads were also compared to the BPA load forecast included in the Appendix. The load forecast from BPA shows no growth anticipated, however, as discussed previously residential growth is anticipated to continue within the City and therefore increased load is expected.

Population growth is assumed at 2% year over year with a total population of 32,540 residents by 2037. Growth projections came from a 2016 study by BERK Consulting and the Kittitas County conference of Governments.

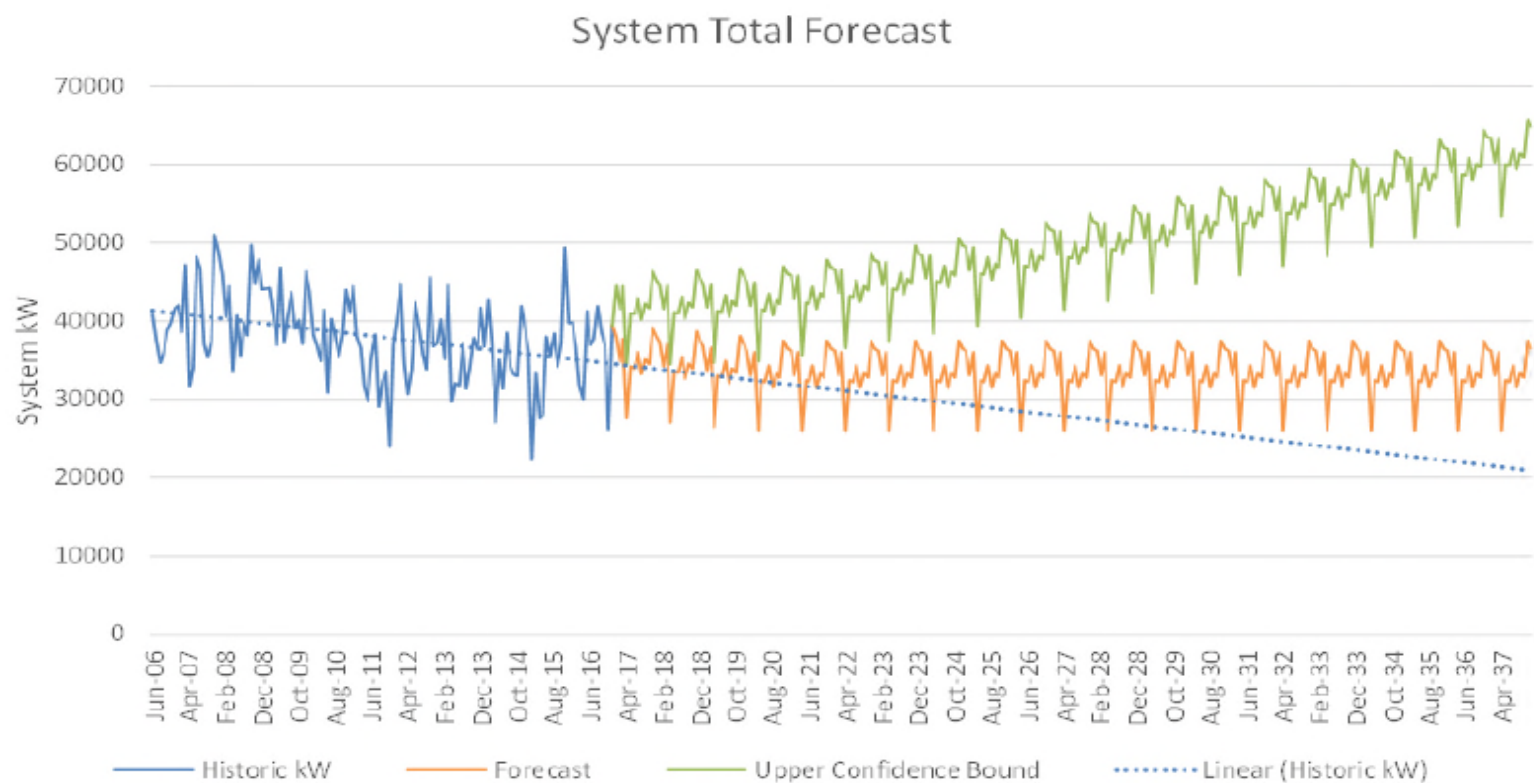


Figure 4-6-1

Integrated resource plan compliance (WAC 194-40-200(6))

This CEIP is consistent with the most recent integrated resource plan or resource plan, as applicable, prepared by the utility under RCW 19.280.030. **Select yes or no.**

Yes

Clean energy action plan compliance (WAC 194-40-200(7))

The CEIP is consistent with the utility's clean energy action plan developed under RCW 19.280.030(1) or other ten-year plan developed under RCW 19.280.030(5). **Select yes or no.**

Yes

Risk (WAC 194-40-200(4)(d))

Describe how the utility intends to reduce risks to highly impacted communities and vulnerable populations associated with the transition to clean energy.

Focus on risk reduction through energy security and resiliency. Reduce energy burden on our customers by continuing to provide weatherization improvement rebates to qualifying low-income customers at no cost to low income customers utilizing a variety of funding sources, to include, but not limited to City conservation funds through the BPA program, Department of Commerce, and others.

HopeSource: "We agree that the biggest risk for vulnerable populations is that the costs increase associated with implementing CETA will lead to higher customer debt and a greater number of disconnections. To reduce risk the goal should be to lower the energy burden of low-income customers both through an energy assistance low-income discount rate program and through a low-income weatherization program."

The City partners with HopeSource to leverage existing state and federal funds for these programs in order to maximize impact on COE customers.

Public participation (WAC 194-40-200(4), -220(1))

Provide a summary of the public input process conducted in compliance with WAC 194-40-220. Describe how public comments were reflected in the specific actions under WAC 194-40-200(4), including the development of one or more indicators and other elements of the CEIP and the utility's supporting integrated resource plan or resource plans, as applicable.

- 1.) BeHeardEllensburg (Survey, translation service, website, Social Media, Etc.) - Results shared below
- 2.) HopeSource - assisted in getting out the survey and feedback from vulnerable populations.
- 3.) Two public Utility Advisory Committee Meetings where public comment was welcomed.
- 4.) One City Council Meeting where public comment was welcomed.

[Home](#) › [Government](#) › [Departments](#) › [Public Works & Utilities](#) › Clean Energy Transformation Act

Clean Energy Transformation Act

Clean Energy Transformation Act (CETA)

On May 7, 2019, Governor Jay Inslee signed into law the [Clean Energy Transformation Act \(CETA\)](#), which commits Washington State to achieve an electricity supply that is 100% greenhouse gas emissions free by 2045. As an electric utility, the City of Ellensburg is required to meet these requirements.



Electricity production is the third-largest source of carbon emissions in the state. **The good news is that the City of Ellensburg's electricity fuel mix is 95% carbon free.** The bill aims to curb that by eliminating coal power, including the importation of electricity produced by coal-fired power plants in neighboring states, by 2025. Washington utilities, including the City of Ellensburg, are required by law to transition to a carbon-neutral electricity supply by 2030, before eliminating fossil fuel electricity production completely by 2045.

Clean electricity will allow Washington residents and businesses to power their buildings and homes, vehicles, and appliances with carbon free resources, such as wind and solar. Reductions in fossil fuel use will improve the health of communities, grow the economy, create family-sustaining jobs, and enable the state to achieve its long-term climate goals.

The law provides safeguards to maintain affordable rates and reliable service. It also requires an equitable distribution of the benefits from the transition to clean energy for all utility customers and adds and expands energy assistance programs for low-income customers.

The legislation requires utilities to engage the public to help determine their clean energy transition. Utilities will be required to account for the costs and impacts of carbon pollution when considering energy sources. As part of this requirement, utilities must develop a Clean Energy Implementation Plan (CEIP) that demonstrates how they will work to meet carbon standards at the lowest reasonable cost in the next four years. The City of Ellensburg is currently developing the CEIP, which will be available for review at a future Utility Advisory Committee meeting and will be posted online when complete.

Key milestones for Washington utilities under this law include:

- 2022 – Prepare and publish a clean energy implementation plan with targets for energy efficiency and renewable energy
- 2025 – Eliminate coal-fired electricity from their state portfolios
- 2030 – Achieve greenhouse gas neutrality, may include provisions for offsets
- 2045 – Supply 100% renewable or non-emitting electricity, with no provision for offsets

For more information on CETA, please visit Washington State Department of Commerce's web site [here](#). For a deeper dive into data and visual illustrations on Washington State greenhouse gas emissions, visit the [Department of Ecology](#) webpage.

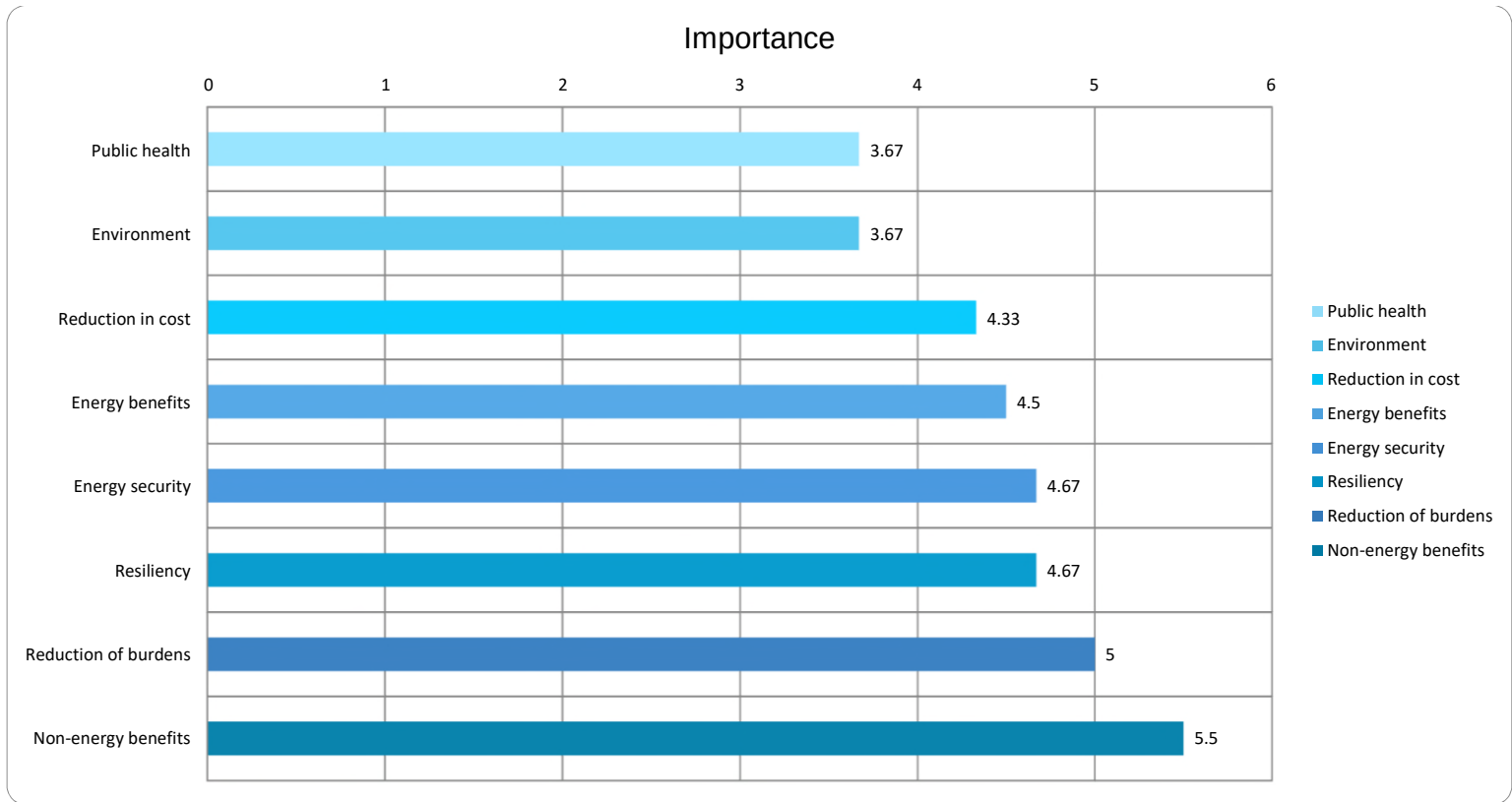
Learn more about the Clean Energy Implementation Plan at the Utility Advisory Commission (UAC) meeting on Thursday, October 21, 2021 at 3:30 p.m. Join virtually or attend in person at City Hall.

There will be additional meetings for public participation including future UAC and City Council meetings.

Regarding the City of Ellensburg Electric Utility, please rank the following in order of importance:	Please describe the energy benefits you receive from the City of Ellensburg Electric Utility.	Please describe the non-energy benefits you receive from the City of Ellensburg Electric Utility.	Please describe how the City of Ellensburg Electric Utility can help reduce burdens.
Reduction in cost, Environment, Resiliency, Energy security, Public health, Reduction of burdens, Energy benefits, Non-energy benefits	Electricity	What are non energy benefits?	What burdens would there be?
Public health, Energy security, Resiliency, Environment, Reduction of burdens, Non-energy benefits, Energy benefits, Reduction in cost	None		Help poor people with their electric bills
Public health, Environment, Reduction of burdens, Non-energy benefits, Reduction in cost, Energy benefits, Resiliency, Energy security			
Energy benefits, Public health, Environment, Resiliency, Energy security, Reduction in cost, Reduction of burdens, Non-energy benefits	Electricity	none	Subsidize cooling appliance purchases
Reduction in cost, Energy security, Resiliency, Energy benefits, Reduction of burdens, Non-energy benefits, Public health, Environment	What is an energy benefit?	What is a non-energy benefit?	What do you mean by burdens? Besides the obvious burden of our utilities being over-priced.
Environment, Reduction in cost, Energy security, Public health, Energy benefits, Non-energy benefits, Reduction of burdens, resiliency	NA	N/A	By reducing costs to consumers.
N/A	N/A		*Translated from Spanish* For my children because one of them suffers from asthma and I live in a trailer that's super cold. If they helped me I could turn on the heater. I put it on but for a little while so that I and my children are cold.
Public health, Reduction in cost, Energy benefits, Energy security, Resiliency, Non-energy benefits, Reduction of burdens, Environment	N/Benefit	N/Benefit	Lower costs to seniors

Please describe how the City of Ellensburg Electric Utility impacts public health.	Please describe how the City of Ellensburg Electric Utility impacts the environment.	Please explain the importance of reducing costs for the City of Ellensburg Electric Utility.	Please explain the importance of energy security for the City of Ellensburg Electric Utility.	Please explain the importance of resiliency for the City of Ellensburg Electric Utility.
I don't know, other than if the power goes out Healthcare equipment does not work.	Maybe tell your employees to stop littering. Let's start there.	You really cannot figure out way cutting expenses would be important?	'Murica	Umm because it needs to last in all weather conditions.
Helps people stay warm, cool, and alive with life saving equipment that requires electricity	Hopefully using more solar and wind power	Duh	We need it for our everyday lives	Gotta keep the power on!
Keeps us warm in Winter and cool in Summer	Sells me clean energy, reduces my need for natural gas	Electricity reduces our dependence on expensive fossil fuels	We need to be able to count on electricity in hotter times to come	We need electricity resilience in case of emergencies and rising fossil fuel costs
		As our utilities cost more than most on our side of the Cascades and people's income has declined over the past year, making it more affordable is the most important thing.	What does this mean?	What are you referring to?
People need lights, heat, refridgeration, etc.	I assume they use fossil fuels & produce CO2.	It would help people have more money for other things.	It would be terrible if everyone lost heat in the winter or electricity any time.	I don't know what this question means.
		Translated from Spanish Because right now I am not working and it is difficult for me to pay. In the winter my utility account doubles.		
Keeping seniors warm with lower rates	N/A	For the poor, disabled, seniors, fixed income	N/A	N/A

Regarding the City of Ellensburg Electric Utility, please rank the following in order of importance:	
Public health	3.67
Environment	3.67
Reduction in cost	4.33
Energy benefits	4.5
Energy security	4.67
Resiliency	4.67
Reduction of burdens	5
Non-energy benefits	5.5



Use of alternative compliance options (WAC 194-40-200(5))

Identify any planned use during the period of alternative compliance options, as provided for in RCW 19.405.040(1)(b):

Alternative compliance payments:		Dollars
Unbundled renewable energy credits:		Credits
Credits from energy transformation projects:		MWh
Electricity from the Spokane municipal solid waste to energy facility:		MWh

City of Ellensburg

Resource adequacy standard (WAC 194-40-200(8))

Identify the resource adequacy standard and measurement metrics adopted by the utility under WAC 194-40-210 and used in establishing the targets in the CEIP.

Resource adequacy standard	BPA assures its power supply is available to meet its firm power supply obligation on a long term planning, forecast, basis. As directed by the Pacific Northwest Electric power planning and Conservation Act, a fundamental statutory purpose for BPA is to assure it has an adequate supply of power, which BPA meets through its power planning function as guided by the Northwest power and Conservation Council power Plan. BPA's firm power supply obligation under the Northwest power Act means BPA supplies all the power a customer needs to serve their retail consumer demands on a continuous basis except for reasons of force majeure. This obligation takes into account and is adjusted by the amount of non-federal power/resources the City of Ellensburg uses to serve their load and by the type of product the City of Ellensburg elects to purchase from BPA. BPA's currently effective Regional Dialogue load Following Contracts obligates BPA to supply all the electricity required to meet the second to second variation in the City of Ellensburg's load net of the City of Ellensburg's non-federal resources.
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Methods of measurement	BPA uses its Resource Program, which includes a Needs Assessment that examines on a 10-year forecast basis the uncertainty in customer loads, expected water conditions affecting federal hydro production (including Biological Opinion requirements), resource availability, natural gas prices, and electricity market prices to develop a least-cost portfolio of resources that meet Bonneville's obligations. The goal of the Needs Assessment, which is one of the early steps in the Resource Program, is to measure Bonneville's existing system, in relative isolation, against Bonneville's obligations to supply power to show whether any long-term energy and/or capacity shortfalls may occur over the 10-year study horizon. The Needs Assessment forecasts Bonneville's needs for long-term energy and capacity based on resource capabilities and projected obligations to serve power. The Needs Assessment informs later steps of the Resource Program, where resource optimization techniques are used to evaluate and select potential solutions for meeting Bonneville's long-term needs based on cost and risk. The Needs Assessment uses the following four metrics to assess Bonneville's long-term energy and capacity needs: • Annual Energy: Evaluates the annual energy surplus/deficit under 1937 critical water conditions, using forecasted load obligations and expected Columbia Generating Station output. • P10 Heavy Load Hour: Evaluates the 10th percentile (P10) surplus/deficit over heavy load hours, by month, given variability in hydropower generation, load obligations, and Columbia Generating Station output amounts. • P10 Superpeak: Evaluates the P10 surplus/deficit over the six peak load hours per weekday by month, given variability in hydropower generation, load obligations, and Columbia Generating Station output. • 18-Hour Capacity: Evaluates the surplus/deficit over the six peak load hours per day during three-day extreme weather events and assuming median water conditions. Winter and summer extreme weather events, such as cold snaps or heat waves, are analyzed, both of which assume maximum delivery of the Canadian Entitlement outside of the region, zero wind generation, and limited energy market purchases. Winter events assume reduced streamflows due to impacts from ice forming in reservoirs. Summer events assume reduced Columbia Generating Station output due to adverse weather conditions, as the plant must power down during high temperatures for safety reasons.
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WAC 194-40-210

Resource adequacy standard.

- (1) Each utility that is required to prepare an integrated resource plan under RCW 19.280.030(1) must establish by January 1, 2022, a standard for resource adequacy to be used in resource planning, including assessing the need for and contributions of generating resources, storage resources, demand response resources, and conservation resources. The resource adequacy standard must be consistent with prudent utility practices and relevant regulatory requirements and must include reasonable and nondiscriminatory:
- (a) Measures of adequacy, such as peak load standards and loss of load probability or loss of load expectation;
 - (b) Methods of measurement, such as probabilistic assessments of resource adequacy; and
 - (c) Measures of resource contribution to resource adequacy, such as effective load carrying capability applicable to all resources available to the utility including, but not limited to, renewable, storage, hybrid, and demand response resources.

(2) Each utility not subject to subsection (1) of this section must identify by January 1, 2022, the resource adequacy standard relied on by the utility in preparing its resource plan and CEIP.

- (3) In each CEIP submitted after 2022, each utility must identify and explain any changes to its resource adequacy standard.

[Statutory Authority: RCW 19.405.100 and 19.405.060. WSR 21-02-039, § 194-40-210, filed 12/29/20, effective 1/29/21.]

Annual cost threshold (WAC 194-40-200(9))

Enter information in the blue column only. The rest will pre-populate.

Do not complete this section unless the utility intends to comply using the 2% incremental cost approach specified in WAC 194-40-230.

Year	Retail revenue requirement	Annual amount from revenue increase equal to 2% of prior year revenue requirement	Number of years in effect	Threshold amount over four years	Sum of threshold amounts	Annual threshold amounts
2021						
2022		\$	4	\$.00	\$.00	\$.00
2023		\$	3	\$.00		
2024		\$	2	\$.00		
2025		\$	1	\$.00		
Annual threshold ammount as a percentage of average retail revenue requirement						#DIV/0!

EXHIBIT A

Electric Conservation Potential Assessment

This section describes the methodology and results of the City of Ellensburg's (City's) 2016 Electric Conservation Potential Assessment (CPA). This assessment provides estimates of electric energy savings by sector for the period: 2017 to 2036. The assessment considered a wide range of conservation resources that are reliable, available and cost-effective within the 20-year planning period.

Background

The City provides electricity service to nearly 10,000 customers within the City of Ellensburg in central Washington. As noted in the supply-side analysis for the City's 2016 IRP, energy efficiency is the least expensive resource available to the City and is the most attractive resource for serving above-RHWM loads. Therefore, this analysis identifies available conservation potential for the City's service area and applicable programs to assist the utility in strategic conservation program planning. The conservation potential identified in the CPA can be evaluated along with other demand and supply-side resources to inform resource planning for the City's service area over the 20-year planning period. The CPA focuses on available and cost-effective conservation potential for the planning period: 2017 through 2036.

Study Uncertainties

The savings estimates presented in this study are subject to the uncertainties associated with the input data. This study utilized the best available data at the time of its development; however, the results of future studies will change as the planning environment evolves. Specific areas of uncertainty include the following:

- Customer Characteristic Data – Residential and commercial building data and appliance saturations are in many cases based on regional studies and surveys. There are uncertainties related to the extent that the City's service area is similar to that of the region, or that the regional survey data represents the population.
- Measure Data – In particular, savings and cost estimates (when comparing to current market conditions), as prepared by the Northwest Power and Conservation Council (NWPC Council) and Regional Technology Forum (RTF), will vary across the region. In some cases, measure applicability or other attributes have been estimated by the NWPCC or the RTF based on professional judgment or limited market research.
- Market Price Forecasts – Market prices (and forecasts) are continually changing. The market price forecasts for electricity and natural gas utilized in this analysis are based on the most recent available information but represent a snapshot in time. Given a different snapshot in time, the results of the analysis would vary. However, risk credits are included in the High scenario for this analysis to mitigate the market price risk over the study period.

- **Utility System Assumptions** – Credits have been included in this analysis to account for the avoided costs of bulk transmission and distribution system expansion and local distribution system expansion. Though potential transmission and distribution system cost savings are dependent on local conditions, the NWPCC considers these credits to be representative estimates of these avoided costs.
- **Discount Rate** – This study reflects the current borrowing market although changes in borrowing rates will likely vary over the study period.
- **Load and Customer Growth Forecasts** – The CPA bases the 20-year potential estimates on forecasts of load and customer growth. Each of these forecasts includes a level of uncertainty.
- **Load Shape Data** – Conservation load shapes are used to value the time value of energy measure savings. Load shapes used in the CPA are taken from the NWPCC and represent estimated regional measure savings shapes. In practice, load shapes will vary by utility based on weather, customer types, and other factors. Finally, peak savings estimates are based on coincident factors and load factors by end-use. In practice, these data will vary by utility since not all utility peaks occur at the same time and not all customer classes contribute to the peak demand in the same way.
- **Frozen Efficiency** – The CPA assumes that the measure baseline efficiency levels and end-using devices do not change over the planning period. In addition, it is assumed that once an energy efficiency measure is installed, it will remain in place over the remainder of the study period.

Due to these uncertainties and the changing environment, it is recommended that utilities update conservation resource assessments regularly.

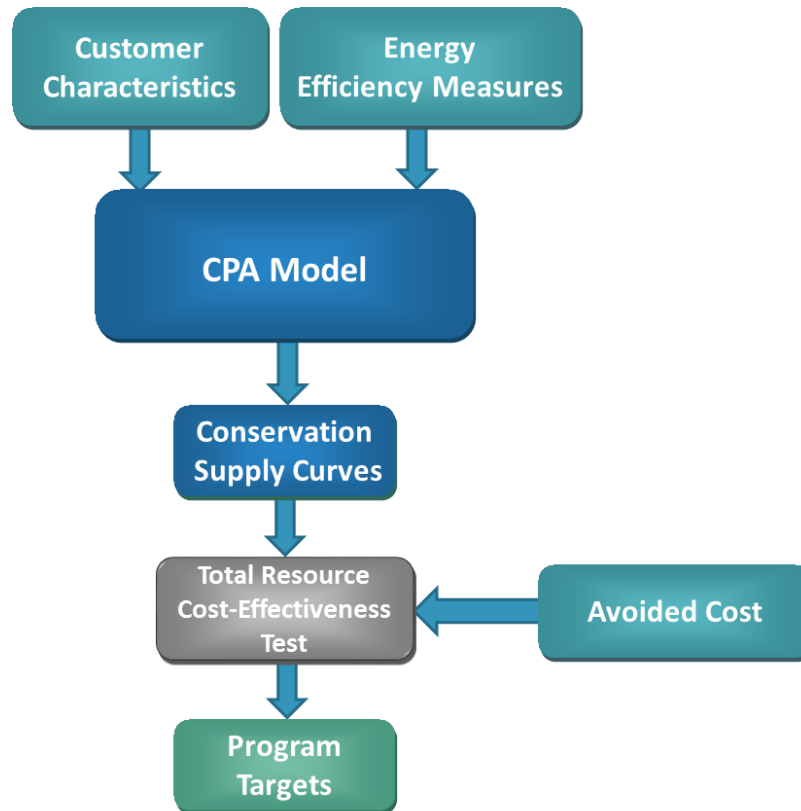
CPA Methodology

This study is a comprehensive assessment of the energy efficiency potential in the City's service area for the period: 2017 to 2036. This section provides an overview of the methodology used to develop the City's estimated conservation potential.

Basic Modeling Methodology

The basic methodology used for this assessment is illustrated in Figure 1. A key factor is the kilowatt hours saved annually from the installation of an individual energy efficiency measure. The savings from each measure is multiplied by the total number of measures that could be installed over the life of the program. Savings from each individual measure are then aggregated to produce the total potential.

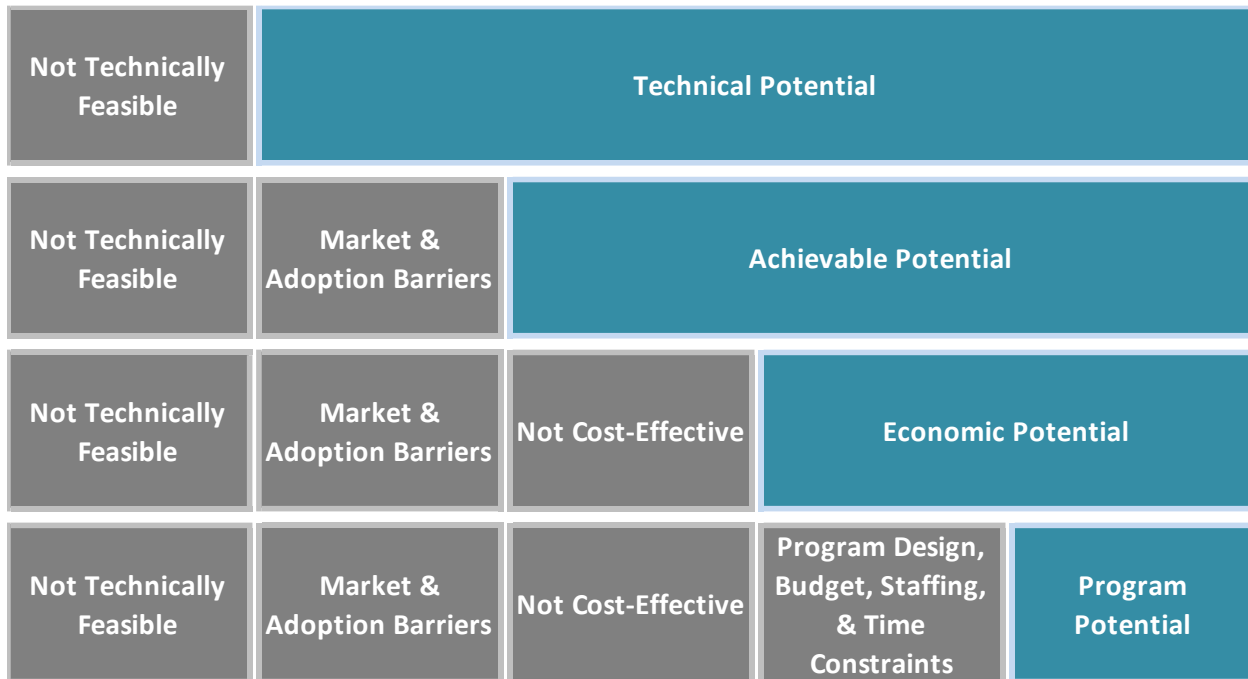
Figure 1
Conservation Potential Assessment Process



Types of Potential

Three types of potential are used in this study: technical, achievable, and economic potential. Technical potential is the theoretical maximum efficiency in the service territory if cost and achievability barriers are excluded. There are physical barriers, market conditions, and other consumer acceptance constraints that reduce the total potential savings of an energy efficient measure. When these factors are applied, the remaining potential is called the achievable potential. Economic potential is a subset of the technical-achievable potential that has been screened for cost effectiveness through a benefit-cost test. Figure 2 illustrates the four types of potential followed by more detailed explanations.

Figure 2
Types of Energy Efficiency Potential¹



Technical – Technical potential is the amount of energy efficiency potential that is available, regardless of cost or other technological or market constraints, such as customer willingness to adopt measures. It represents the theoretical maximum amount of energy efficiency absent these constraints in a utility’s service territory.

Estimating the technical potential begins with determining a value for the energy efficiency measure savings. Then, the number of “applicable units” must be estimated. “Applicable units” refers to the number of units that could technically be installed in a service territory. This includes accounting for units that may already be in place. The “applicability” value is highly dependent on the measure and the housing stock. For example, a heat pump measure may only be applicable to single family homes with electric space heating equipment. A “saturation” factor accounts for measures that have already been completed.

In addition, technical potential considers the interaction and stacking effects of measures. For example, if a home installs insulation and a high-efficiency heat pump, the total savings in the home is less than if each measure were installed individually (interaction). In addition, the measure-by-measure savings depend on which measure is installed first (stacking).

Total technical potential is often significantly more than the amount of economic and achievable potential. The difference between technical potential and economic potential is due to the

¹ Reproduced from U.S. Environmental Protection Agency. *Guide to Resource Planning with Energy Efficiency*. Figure 2-1, November 2007.

number of measures in the technical potential that are not cost-effective and the applicability or total amount of savings of those non-cost effective measures.

Achievable – Achievable potential is the amount of potential that can be achieved with a given set of conditions. Achievable potential takes into account many of the realistic barriers to adopting energy efficiency measures. These barriers include market availability of technology, non-measure costs, and physical limitations of ramping up a program over time. The level of achievable potential can increase or decrease depending on the given incentive level of the measure. The NWPPCC uses achievability rates equal to 85 percent for retrofit measures and 65 percent for lost opportunity measures over the 20-year study period. This CPA follows the NWPPCC’s methodology, including the achievability rate assumptions. Note that the achievability factors are applied to the technical potential before the economic screening.

Economic – Economic potential is the amount of potential that passes an economic benefit-cost test. This means that the present value of the benefits exceeds the present value of the costs over the lifetime of the measure. This CPA uses a total resource cost test (TRC) is used to determine economic potential. TRC costs include the incremental costs and benefits of the measure regardless of who pays a cost or receives the benefit. Costs and benefits include the following: capital cost, O&M cost over the life of the measure, disposal costs, program administration costs, environmental benefits, distribution and transmission benefits, energy savings benefits, economic effects, and non-energy savings benefits. Non-energy costs and benefits can be difficult to enumerate, yet non-energy costs are quantified where feasible and realistic. Examples of non-quantifiable benefits might include: added comfort and reduced road noise from better insulation, or increased real estate value from new windows. A quantifiable non-energy benefit might include reduced detergent costs or reduced water and sewer charges.

For this potential assessment, the NWPPCC’s ProCost models are used to determine cost-effectiveness for each energy efficiency measure. The ProCost model values measure energy savings by time of day using conservation load shapes (by end-use) and time of use energy prices. The version of ProCost used in this CPA evaluates measure savings on a monthly basis and by four time segments. The four segments are defined by the NWPPCC and include heavy load hours, shoulder hours, light load hours, and very light load hours (i.e. holidays). These four segments differentiate savings values across these different time periods.

Program – Program potential is the amount of potential that can be achieved through utility administered programs. The program achievable potential excludes savings estimates that are achieved through future code changes and market transformation. The program potential is not the emphasis of this assessment, but understanding the sources of achievement is an important reporting requirement.

Energy Efficiency Measure Data

The characterization of efficiency measures includes measure savings (kWh), demand savings (kW), measure costs (\$), and measure life (years). Other features, such as measure load shape, operation and maintenance costs, and non-energy benefits are also important for measure

definition. The NWPCC's Seventh Power Plan was finalized in early 2016. The primary sources for conservation measure data are the NWPCC's Seventh Plan supply curve workbooks.

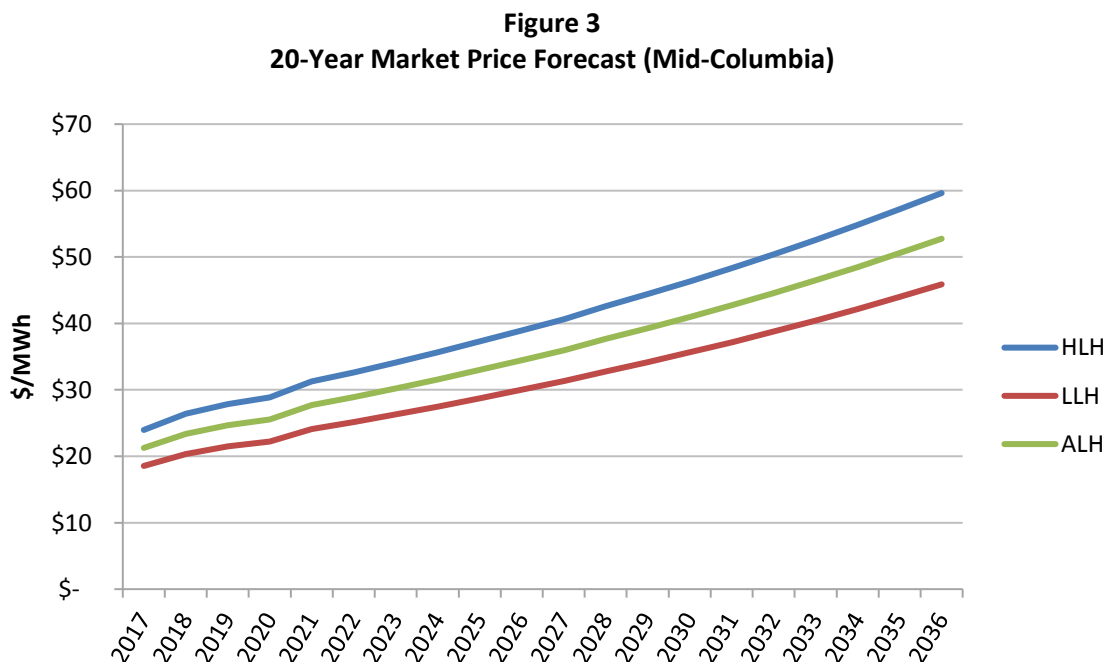
The measure data include adjustments from raw savings data for several factors. The effects of space-heating interaction, for example, are included for all lighting and appliance measures, where appropriate. For example, if an electrically-heated house is retrofitted with efficient lighting, the heat that was originally provided by the inefficient lighting will have to be made up by the electric heating system. These interaction factors are included in measure savings data to produce net energy savings.

Other financial-related data needed for defining measure costs and benefits include: current and forecasted loads, growth rates, discount rate, avoided costs, line losses, and deferred capacity-expansion benefits.

Avoided Cost

The avoided cost of energy is represented as a dollar value per MWh or dollar per kW-year for conservation savings. Avoided costs are used to value energy and demand savings benefits when conducting cost effectiveness tests and are generally included in the numerator in a benefit-cost test. These energy benefits are often based on the cost of a generating resource, a forecast of market prices, or the avoided resource identified in the integrated resource planning process.

Figure 3 shows the price forecast used as the primary avoided cost component for the planning period. The price forecast is shown for heavy load hours (HLH), light load hours (LLH), and average load hours (ALH). The levelized market price for the planning period is \$35.43/MWh.



In order to evaluate uncertainty, high and low conservation scenarios were modeled using a range of market price forecasts and growth assumptions. A low and high market price forecast were used along with various growth assumptions to model a range of scenarios.

Discount Rate

The discount rate used to calculate the net present value of costs and benefits is 4 percent. This discount rate is consistent with the rate used in the City's IRP.

Building Characteristic Data

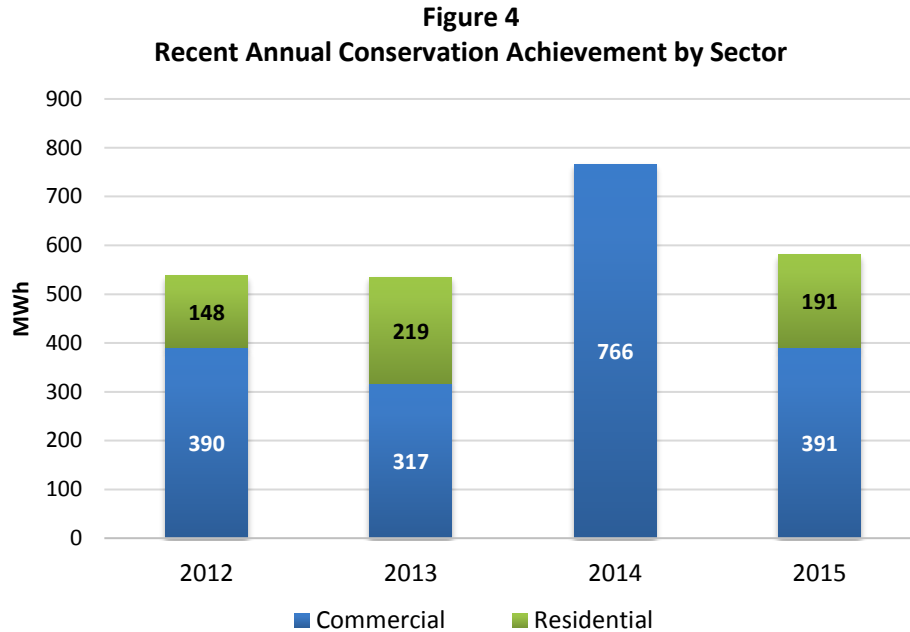
Building characteristics, baseline measure saturation data, and appliance saturation influence the City's total conservation potential. For this analysis, the characterization of the City's baseline was determined using data provided by the utility, County Assessor data and regional data from NEEA's Commercial and Residential Building Stock Assessments. Details of data sources and assumptions are described for each sector later in the report.

This assessment primarily sourced baseline measure saturation data from the NWPCC's Seventh Plan measure workbooks. The NWPCC's data was developed from NEEA's Building Stock Assessments, studies, market research and other sources, and the NWPCC has updated baselines for regional conservation achievement in preparation for the release of the Seventh Power Plan.

Recent Conservation Achievement

The City has pursued energy efficiency and conservation resources for over 30 years and continues to offer a range of conservation programs for residential and non-residential customers. Figure 4 shows recent energy savings achieved through the City's conservation programs.² The City's programs achieved 0.28 aMW (2,421 MWh) of energy savings from 2012 to 2015, with average annual savings of 0.07 aMW (605 MWh). The majority of recent conservation acquisition is due to commercial programs (77 percent), and the remaining achievement is due to residential conservation programs (23 percent). Notably, the City completed nearly 50 commercial energy efficiency projects, which saved customers a total of 0.09 aMW (766 MWh).

² Conservation achievement data provided by the City of Ellensburg.



Current Conservation Programs

The City currently offers incentives for electrically heated residential and commercial customers such as; insulation upgrades and air sealing, commercial energy efficiency projects such as lighting, refrigeration and motor/pump upgrades. The City is offering a limited-time incentive for energy efficiency lighting projects at small commercial facilities, which pays a higher incentive level and is not subject to the standard 70 percent project-cost cap that would normally apply to commercial projects. A summary of the City’s current conservation program offerings is provided below.

- ***Attic Insulation*** – Rebates of up to \$0.80 per square foot are available for residential and commercial attic insulation upgrades for electrically-heated homes and facilities.
- ***Wall Insulation*** – The City currently offers rebates of up to \$0.80 per square foot for wall insulation upgrades (R0 to R11) in electrically-heated residential and commercial buildings.
- ***Floor Insulation*** – The utility offers up to \$0.35 per square foot for floor insulation upgrades in electrically-heated residential and commercial buildings.
- ***Duct Sealing/Insulation*** – Rebates of \$1.25 per linear foot are available for duct sealing and insulation projects for electrically-heated residential and commercial buildings. Incentives may not exceed the lower of: the project cost or \$250.
- ***Commercial Lighting LED Upgrades*** – The City currently offers incentives for energy efficient lighting upgrades at commercial facilities. Customers must contact the utility for program details.
- ***Commercial Custom Projects*** – The City currently offers a range of incentives for custom energy efficiency projects for commercial customers. Eligible projects include upgrades for

compressors, motors, pumps and refrigeration systems. Customers must contact the utility for details on incentives for custom energy efficiency projects.

- **Fuel Switching** – The City is offering a range of incentives to switch from electric appliances to natural gas appliances.

The City does not currently offer incentives for heat pumps as these appliances are a net gain in electric consumption in the climate zone due to cold winter temperatures and the addition of space cooling loads.

Customer Characteristics Data

The City currently serves nearly 10,000 electricity customers located in the City of Ellensburg in Central Washington. A key component of an energy efficiency assessment is to understand the characteristics of these customers, primarily the building and end-use characteristics. Characteristics for each customer class are described below.

Residential

For the residential sector, the key characteristics include house type distribution, space-heating fuel type, and water heating fuel. Tables 1, 2 and 3 show relevant residential data for single-family, multi-family and manufactured homes in the City's service territory. Characteristics for existing homes and new construction are provided separately when applicable. Estimates of the number of residential electric customers served by the City and total population of the City of Ellensburg,³ are provided as well.

Residential sector characteristics are based on data provided by the City, County Assessor data and Washington State data for single-family, multi-family and manufactured homes. Washington State data points are based on the 2011 Residential Building Stock Assessment (RBSA), developed by NEEA. Regional data for all residential housing characteristics are provided for reference. These data provide an estimate of the current residential characteristics in the City of Ellensburg and are utilized as the residential sector baseline in this study. Average annual net residential growth for the CPA planning period is estimated at 0.3 percent, based on recent single-family, new house construction building permits in the City of Ellensburg⁴ and the NWPCC's residential demolition rate assumptions.

³ 2016 projected.

⁴ City-Data. *Single-Family New House Construction Building Permits: Ellensburg, Washington*. April 2016. Retrieved from: <http://www.city-data.com/city/Ellensburg-Washington.html>.

Table 1
Residential Building Characteristics – Single Family

Heating Zone 1	Cooling Zone 3	Solar Zone 3	Residential Households ¹ 8,134	Total Population ² 18,810			
Housing Stock	Existing	New	Regional %	Residential Appliances	Existing	New	Regional %
House Type ³				Foundation Type ⁴			
Single Family	45%	45%	74%	Crawlspace	95%	95%	62%
Multi-Family	51%	51%	17%	Full Basement	2%	2%	28%
Manufactured Homes	4%	4%	8%	Slab on Grade	3%	3%	10%
Housing Vintage ⁵				Water Heating ⁴			
Pre-1980	67%	N/A	67%	Electric	82%	82%	61%
1980 - 1993	14%	N/A	14%	Natural Gas	18%	18%	37%
Post 1993	19%	N/A	19%				
Heat Fuel Type ⁴				Appliance Saturation ⁵			
Natural Gas Homes	86%	50%	30%	Refrigerator	129%	129%	129%
Electric Homes	14%	50%	44%	Freezer	53%	53%	53%
Other Fuel Homes	0%	0%	26%	Clothes Washer	99%	99%	99%
Electric Heat System Type ⁵				Electric Dryer	98%	98%	98%
Forced Air Furnace	7%	7%	7%	Dishwasher	89%	89%	89%
Heat Pump	21%	21%	21%	Electric Oven	75%	75%	75%
Zonal (Baseboard)	71%	71%	71%	Room AC	14%	14%	14%
Electric Other	1%	1%	1%	Central AC	48%	48%	48%

1. Active residential electric services (December 2015) – Source: City of Ellensburg.
2. 2015 population estimate for the City of Ellensburg – Source: WA Office of Financial Management.
3. Source: City-Data.
4. Provided by City of Ellensburg.
5. Based on the 2011 Residential Building Stock Assessment (NEAA) – Single-Family, Washington State.

Table 2
Residential Building Characteristics – Multi-Family

Housing Stock	Existing	New	Regional %	Residential Appliances	Existing	New	Regional %
Housing Vintage ²				Water Heating ¹			
Pre-1980	50%	N/A	50%	Electric	90%	90%	77%
1980 - 1993	26%	N/A	26%	Natural Gas	10%	10%	22%
Post 1993	24%	N/A	24%				
Heat Fuel Type ²				Appliance Saturation ²			
Natural Gas Homes	8%	8%	8%	Refrigerator	103%	103%	103%
Electric Homes	90%	90%	90%	Freezer	4%	4%	4%
Other Fuel Homes	2%	2%	2%	Clothes Washer	47%	47%	47%
Electric Heat System Type ²				Electric Dryer	47%	47%	47%
Forced Air Furnace	2%	2%	2%	Dishwasher	78%	78%	78%
Heat Pump	0%	0%	0%	Electric Oven	97%	97%	97%
Zonal (Baseboard)	97%	97%	97%	Room AC	11%	11%	11%
Electric Other	1%	1%	1%	Central AC	2%	2%	2%

1. Provided by City of Ellensburg.
2. Based on the 2011 Residential Building Stock Assessment (NEAA) – Multi-Family, Washington State.

Table 3 Residential Building Characteristics – Manufactured Homes							
Housing Stock	Existing	New	Regional %	Residential Appliances	Existing	New	Regional %
Housing Vintage ²				Water Heating ¹			
Pre-1980	31%	N/A	31%	Electric	72%	62%	83%
1980 - 1993	42%	N/A	42%	Natural Gas	28%	38%	12%
Post 1993	27%	N/A	27%				
Heat Fuel Type ¹				Appliance Saturation ²			
Natural Gas Homes	0%	0%	6%	Refrigerator	121%	121%	121%
Electric Homes	95%	95%	82%	Freezer	43%	43%	43%
Other Fuel Homes	5%	5%	12%	Clothes Washer	99%	99%	99%
Electric Heat System Type ¹				Electric Dryer	95%	95%	95%
Forced Air Furnace	77%	77%	69%	Dishwasher	77%	77%	77%
Heat Pump	0%	0%	16%	Electric Oven	90%	90%	90%
Zonal (Baseboard)	23%	23%	15%	Room AC	17%	17%	17%
Electric Other	0%	0%	0%	Central AC	26%	26%	26%

1. Provided by City of Ellensburg.

2. Based on the 2011 Residential Building Stock Assessment (NEAA) – Manufactured Homes, Washington State.

Commercial

Building square footage is the key parameter used to determine conservation potential for the commercial sector, as many of the measures are based on savings as a function of building area (kWh per square foot).

For this assessment, the City provided 2015 square footage for all commercial segments (building categories) except University and Hospital. The City sourced commercial building square footage from the Kittitas County Assessor's Office records. The City provided 2015 energy consumption for the University and Hospital segments. These values were converted to square footage based on segment-specific energy use intensity (EUI) estimates.

Regional EUI values by building segment are based on the 2014 Commercial Building Stock Assessment (CBSA), conducted by NEEA. These values are shown in the third column of Table 4. EUI values are often used to derive commercial square footage, if only energy consumption data is available. To determine square footage for the University and Hospital segments, energy consumption for each these segments was divided by the applicable EUI value. Commercial square footage and EUI values by segment are shown in Table 4. Commercial building floor area is estimated at 7.1 million square feet.

Table 4
Commercial Building Square Footage Estimates

Segment	Area (Square Feet)	EUI (kWh/sf)
Large Office	104,985	15.6
Medium Office	66,639	20.2
Small Office	322,273	14.1
Big Box Retail	66,660	13.9
Small Box Retail	878,277	13.0
K-12 Schools ¹	365,585	9.0
University	2,282,708	16.9
Warehouse	848,808	7.3
Supermarket	259,340	53.4
Mini Mart	29,678	80.9
Restaurant	195,567	50.7
Lodging	645,070	14.6
Hospital	132,477	27.4
Other Health Facilities	183,818	14.9
Assembly Hall	70,082	10.5
Other	651,640	12.5
Total	7,103,607	16.8

1. Provided by the school district.

The City's goal is to encourage growth in the commercial sector over the planning period. Net annual energy sales growth for the sector may be minimal due to ongoing conservation efforts however, large new commercial project(s) would have an impact on the growth rate for this sector.

Industrial

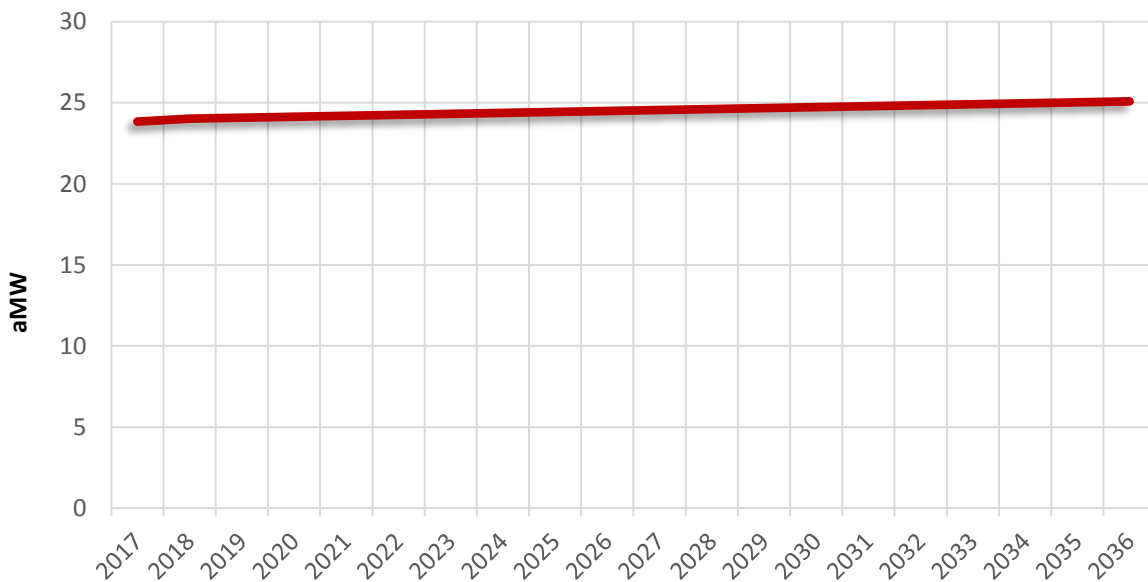
The methodology for estimating industrial potential is different than approaches used for the residential and commercial sectors, primarily because industrial energy efficiency opportunities are based on the distribution of electricity use across processes at industrial facilities. Industrial potential for this assessment was estimated based on the NWPCC's "top-down" methodology that utilizes annual consumption by industrial segment and then disaggregates total electricity usage by process shares to create an end-use profile for each segment. Estimated measure savings are applied to each sector's process shares.

The City provided 2015 energy use for one industrial segment: frozen food annual consumption in 2015 was 6,425 MWh and is expected to grow at a negative 0.5 percent annually. In addition, water and wastewater measures are applied to estimated water and wastewater systems. Municipal wastewater is estimated at 3.95 million gallons of water per day (0.18 MGD per 1,000 population). Water supply measures are applied based on population estimates.

Distribution Efficiency (DEI)

For this analysis, EES developed an estimate of distribution system conservation potential using the NWPCC's Seventh Plan approach. The Seventh Plan estimates distribution potential as a fraction of end system sales (0.12 to 4.4 kWh per MWh depending on measure). Distribution system potential for this assessment is based on BPA's Total Retail Load Forecast (December 2015) for the City of Ellensburg. The Base Case load forecast is graphed in Figure 5 and distribution system conservation potential is discussed in detail in the next section.

Figure 5
20-year End System Load Forecast



Results – Energy Savings and Costs

Technical Achievable Conservation Potential

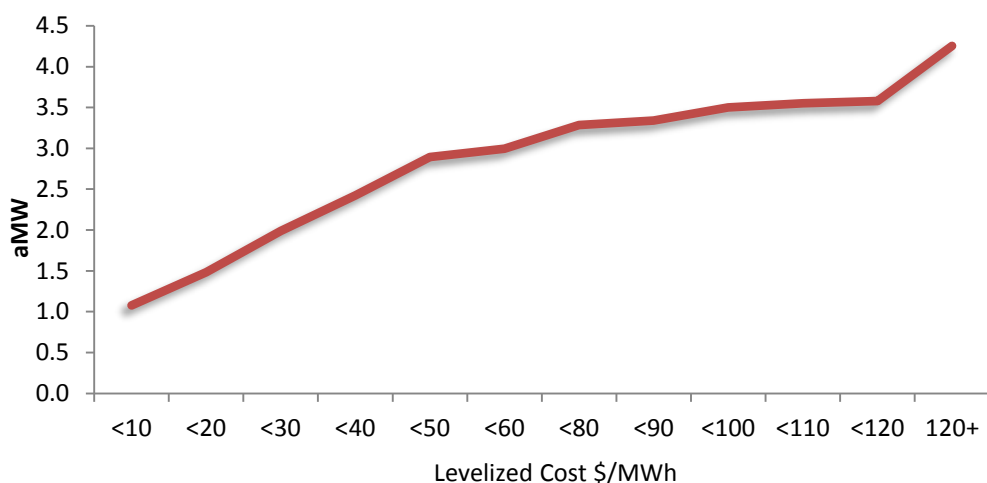
Technical achievable potential is the amount of energy efficiency potential that is available regardless of cost. It represents the theoretical maximum amount of energy efficiency when accounting for achievability. Technical potential has not been screened for cost effectiveness.

Figure 6, below, shows a supply curve of 20-year, technically achievable potential. A supply curve is developed by plotting energy efficiency savings potential at busbar (aMW) against the levelized cost (\$/MWh) of the conservation. Costs are standardized (levelized), allowing for the comparison of measures with different life lengths. The cost per MWh of technical potential

shown in Figure 6 is based on the estimated costs that the City would incur to acquire the conservation, inclusive of administration costs and incentives paid to customers.⁵

The supply curve facilitates comparison of energy efficiency resources to other demand-side resources and supply-side resources. Figure 6 shows that nearly 2.0 aMW of saving potential is available for \$30/MWh or less. Total technical achievable potential is approximately 4.25 aMW over the 20-year study period.

Figure 6
20-Year Technical-Achievable Potential Supply Curve



Economic Achievable Conservation Potential

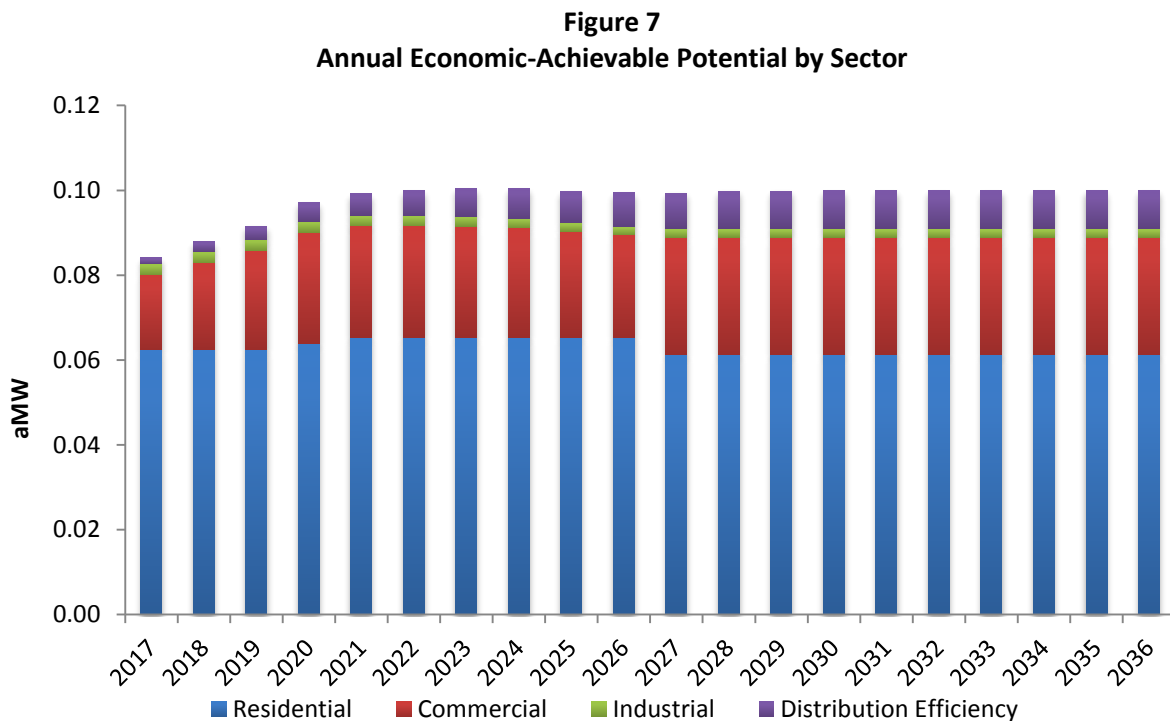
Economic achievable potential is the amount of achievable potential that passes the Total Resource Cost (TRC) test. This means that the present value of the total benefits attributed to the conservation measure exceeds the present value of the total costs over the measure lifetime.

Table 5 shows aMW of economically-achievable (cost-effective) potential by sector in 2, 5, 10 and 20-year increments (savings are measured at busbar). Compared with the technical achievable potential, it shows that 1.96 aMW of the total 4.25 aMW is cost effective for the City.

Table 5 Cost-Effective Achievable Potential (aMW)				
	2 Year	5 Year	10 Year	20 Year
Residential	0.12	0.32	0.64	1.26
Commercial	0.04	0.11	0.24	0.52
Industrial	0.01	0.01	0.02	0.04
Distribution Efficiency	0.00	0.02	0.05	0.14
TOTAL	0.17	0.46	0.96	1.96

Sector Summary

Figure 7 shows economic achievable potential by sector on an annual basis.



Approximately 64 percent of the potential over the 20-year study period is in the residential sector, followed by notable savings potential in the commercial sector. Ramp rates are used to establish reasonable annual conservation achievement levels; which are affected by factors including timing and availability of measure installation (lost opportunity measures), program (technological) maturity, non-programmatic savings, and current utility staffing and funding.

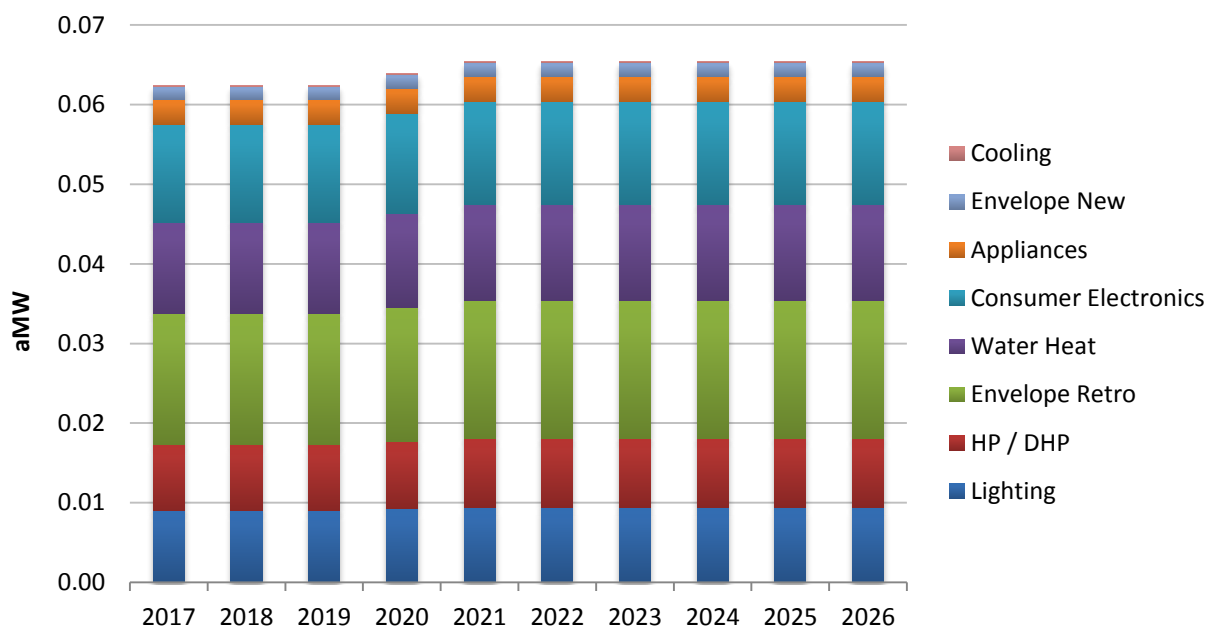
The next sections provide high level overviews of conservation potential by customer sector and measure end-use category. More detailed potential estimates are provided in Appendix III.

Residential

Figure 8 shows the distribution of residential potential savings for the first ten years of the planning period. This assessment also indicates notable potential due to consumer electronics measures, particularly from the installation of new advanced power strips. Weatherization programs for existing buildings have achieved significant savings over program history. Savings potential for envelope measures applied to existing building stock consist primarily of window replacements in multifamily homes.

Sixth Plan residential lighting measures have been replaced due to lighting standards that took effect over the past two years. Whereas previous residential lighting measure sets included CFL measures, the newest measure set is designed solely around LED lighting. Behavioral measures such as turning down water heater temperature, reducing HVAC usage and reducing lighting hours of use were evaluated in this analysis. These measures were not cost-effective.

Figure 8
Annual Residential Potential by End-Use

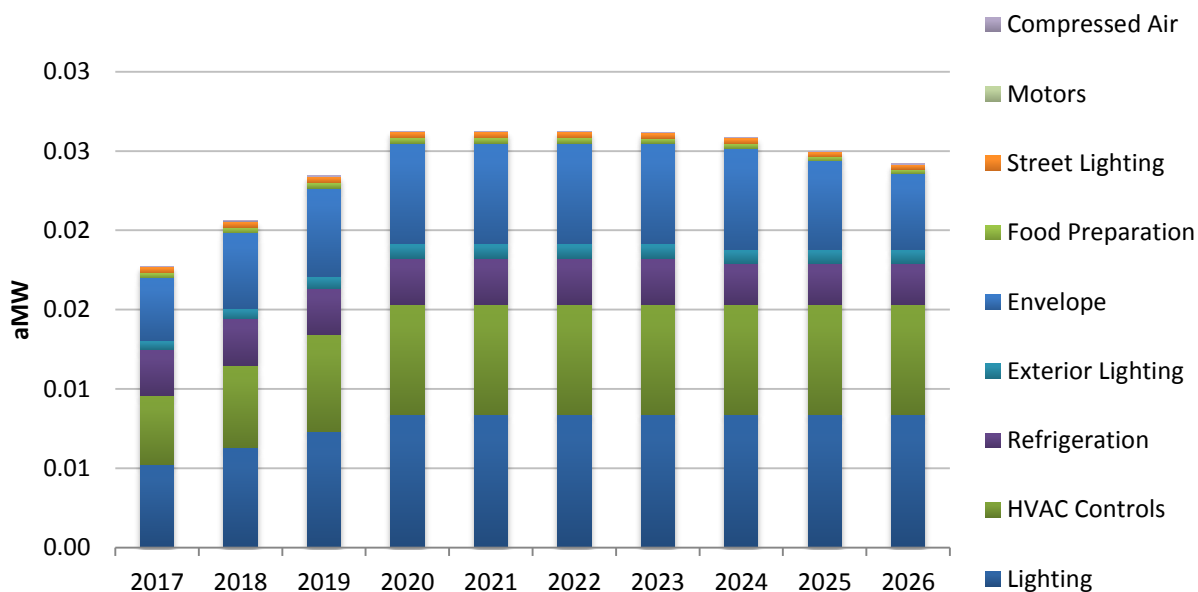


Commercial

Commercial rooftop insulation measures account for the largest single area of potential for this sector. This assessment indicates that commercial lighting potential, particularly lighting power density improvement potential, is also significant. HVAC control measures, including rooftop controller and energy management measures, also account for a substantial part of commercial

conservation potential for this assessment. Annual commercial sector potential by measure end-use is shown in Figure 9.

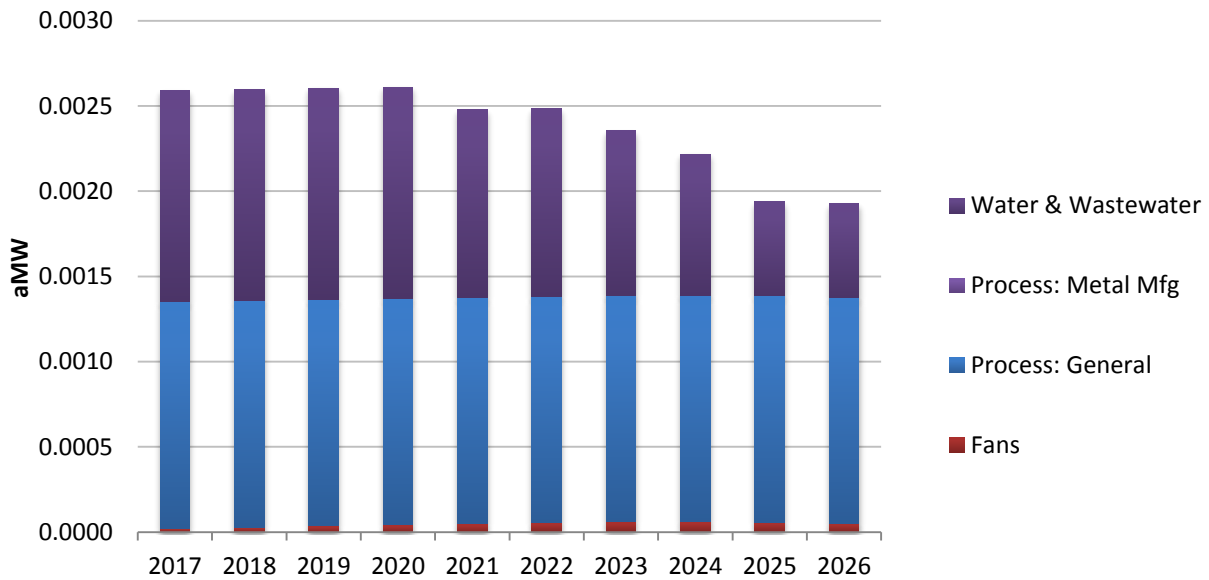
Figure 9
Annual Commercial Potential by End-Use



Industrial

The City's industrial sector includes loads for the frozen food segment only. This customer has moved to limited operations and the City has already pursued several energy efficiency projects at the location. Savings potential is reported below for this industrial customer as well as for water supply and wastewater treatment.

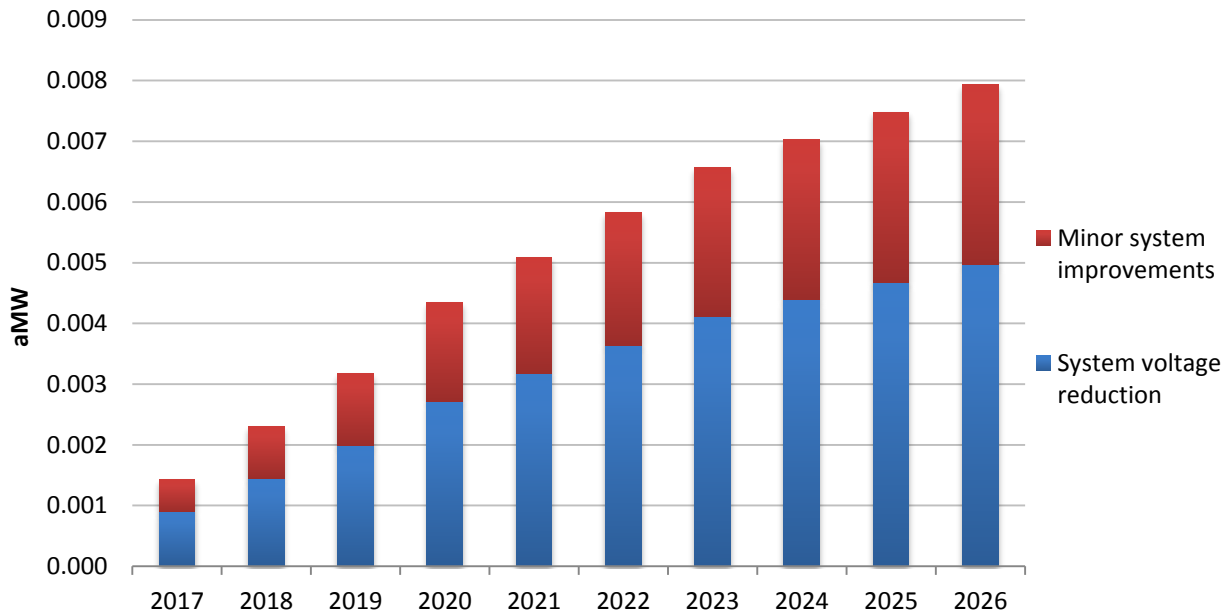
Figure 10
Annual Industrial Potential by End-Use



Distribution Efficiency

Distribution system conservation potential is estimated using the NWPCC's methodology which estimates savings as a fraction of end-system sales (total utility system load less line losses). Minor system improvements include var management, phase load balancing and feeder load balancing. The system voltage reduction potential shown in Figure 11 consists of voltage optimization through line drop compensation (LDC) methods.

Figure 11
Annual Distribution System Efficiency Potential



Cost

Budget costs can be estimated at a high level based on the incremental capital cost of conservation measures. The assumptions in this estimate include: 20 percent of measure capital cost for administrative expenses and 40 percent for incentives. A 20 percent allocation of measure costs to administrative expenses is a standard assumption for utility conservation programs and a 40 percent allocation to measure incentives is commonly used for utility conservation program planning. The incentive includes both funds reimbursed by BPA as well as funds directly from the City.

Given these assumptions, electric conservation potential over the next two years may cost the City and BPA \$388,800. The bottom row of Table 6 shows the cost per MWh of first-year savings.

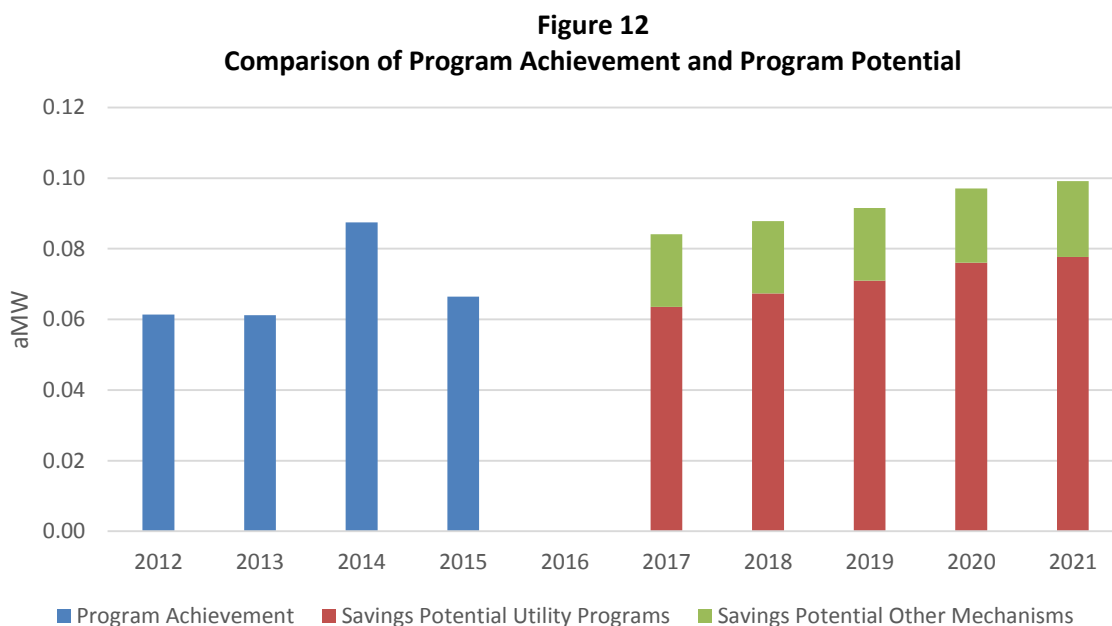
Table 6
Cost for Achievable Conservation Potential (2015\$)

	Utility First Year Cost			
	2 Year	5 Year	10 Year	20 Year
Residential	\$322,600	\$818,200	\$1,663,800	\$3,767,400
Commercial	\$58,800	\$175,300	\$370,500	\$753,100
Industrial	\$6,100	\$15,000	\$27,600	\$51,200
Distribution Efficiency	\$1,300	\$5,700	\$17,700	\$48,600
TOTAL	\$388,800	\$1,014,200	\$2,079,600	\$4,620,300
Unit Cost (\$/MWh first year)	\$258	\$252	\$247	\$269

Summary

This assessment provides estimates of electricity savings by sector for the period: 2017 to 2036. The assessment considered a wide range of electric conservation resources that are reliable, available, and cost effective within the 20-year planning period. These resources will be achieved through the City's own energy efficiency programs and momentum savings.⁶ Figure 12 compares the cost-effective and achievable energy efficiency potential estimated for the City with recent program achievements. Note that data for 2016 is not yet available.

The potential estimate is broken down into savings that are likely to be achieved through utility programs and savings that are likely to be achieved through other efforts. Future changes to codes and standards and market transformation efforts may shift savings from utility program to the other mechanism category. For this analysis, residential heat pumps and consumer electronics are included in potential that is likely to be achieved outside of utility programs. These two measure groups were selected since the City does not currently offer heat pump programs due to the net gain in consumption issue mentioned previously, and consumer electronics savings are likely to be achieved through market transformation.



Based on the above breakdown, future program savings potential is estimated to be at approximately the same level as recent achievement (0.06 aMW/year). This potential may be

⁶ Momentum savings refers to energy efficiency that occurs outside of utility programs (direct incentives) regardless of how and why. These savings include state code and federal standard changes, market transformation efforts, and spillover.

achieved at a cost that is similar to what has been experienced in recent program history. While these conservation resources are a valuable part of the City’s resource strategy, the potential estimated is not great enough to meet the City’s resource needs above BPA Tier 1 power supply.

EXHIBIT B

Demand Response Potential Assessment

This section summarizes the methodology and results of the demand response (DR) potential assessment conducted for the City of Ellensburg (City) for the period: 2017 to 2036. The DR analysis utilized measure assumptions and models developed by the NWPC Council and other stakeholders for estimating regional DR potential for the Seventh Plan. This DR assessment included analysis of four types of DR programs for the residential sector. Specifically, the analysis included two dispatch technologies and a range of seasonal profiles.

Overview of NWPC Council's Approach to DR Analysis

The NWPC Council defines demand response (DR) as, “a voluntary and temporary change in consumers’ use of electricity when the power system is stressed.”⁷ DR programs focus on temporarily reducing demand in response to a price signal or other incentive. The benefits of DR include reducing peak load, which helps to defer building new peaking resources and avoid additional market purchases. Peak load reduction also helps to defer transmission system upgrades and expansion and may improve system reliability. DR also provides ancillary services, including contingency reserves, operating reserves, and transmission and distribution system congestion relief.

Though DR potential for balancing reserves was evaluated in preliminary studies for the Seventh Plan, DR programs evaluated for the Seventh Plan regional portfolio are based solely on demand response for peak load reduction. Therefore, DR potential for this assessment focuses on DR as a peaking resource.

Demand Response Potential Assessment Methodology

Since demand response resources have some characteristics of conservation resources (demand-side), and also share characteristics of generation resources (dispatchable), the methodology used to estimate DR potential for this assessment, and for the Seventh Plan, is based on a hybrid of approaches used to develop conservation and generation resource potentials.

For the Seventh Plan, the NWPC Council commissioned Navigant Consulting to conduct an assessment of regional DR programs and develop methodologies for assessing regional DR potential. Cost and availability assumptions used in the Seventh Plan DR analysis are based on the Navigant study, stakeholder comments and additional data sources.

⁷ Northwest Power and Conservation Council. *Seventh Northwest Conservation and Electric Power Plan*. Feb 2016. (pp. 14-2).

Basic Modeling Methodology

Measures are primarily characterized by dispatch technology, load impact (kW/customer), load impact seasonality (% load impact on summer and winter peak demand), enablement costs (\$/customer), and implementation costs (\$/kW-yr). Additional key parameters used to determine DR program potential include assumptions for measure saturation (availability), participation rates, DR acquisition schedules (ramp rates) and measure turnover.

The key modeling parameter used to estimate DR potential is load impact (kW/customer). The load impact estimate for each DR program was applied to forecasts of eligible residential customers to calculate technical achievable DR potential. DR market potential technical achievable potential) was primarily estimated based on assumptions for program saturation (availability) and program participation. Ramp rates were used to establish reasonable forecasts of available DR potential. Finally, seasonal shapes were used to estimate each DR program's impact on winter and summer peak loads.

The following sections provide details of the key DR modeling inputs and assumptions.

Demand Response Measure Data

Load Impacts

DR load impacts are primarily based on estimates of load reductions at the end-use consumption level. Regional data describing end-use energy distribution for the residential sector provided the initial inputs for estimating DR program load impacts. System peak impacts for the sector's end-use categories were determined, based on end-use load profiles. End-use impacts were then aggregated to estimate DR program potential per customer (kW/customer).

Load Impact Seasonality

DR resources have a range of seasonal shapes, based on the nature of the technology and levels of effectiveness during different seasons. Some resources are only available, or are most effective, during the summer, such as space cooling DR programs, or winter, such as space heating DR programs. Other resources, such as water heating DR programs, are effective year-round. Seasonal peak demand impacts of DR resources are modeled based on assumptions for seasonal peak capacity percentage values for summer and winter. Seasonal profiles for DR measures are discussed in more detail in the residential customer sector results sections of the demand response potential assessment.

Dispatch Technologies

Two DR program dispatch options were considered for this analysis. One option utilizes traditional means for curtailing loads and the second option makes use of advanced, or 'smart' technologies. The DR programs included in this assessment were modeled for both traditional and advanced deployment. A brief overview of these technologies, as they apply to this analysis,

is provided below. The results section of the demand response potential assessment provides more detail on dispatch options for specific DR programs.

- **Traditional DR Technologies** – Includes Direct Load Control (DLC) programs that utilize traditional switch technologies for load curtailment and curtailable/interruptible tariffs. DLC programs allow a utility to remotely interrupt or cycle electrical equipment and appliances at a customer site. This study evaluated traditional DLC program potential for residential space heating, space cooling and water heating. DLC has historically relied on one-way communicating switches for space heating and cooling DR programs, but utilities are increasingly utilizing more advanced technologies, such as programmable communicating thermostats (PCTs) for these applications.
- **Advanced DR Technologies** – Includes programmable communicating thermostats (PCTs) and automatic water heater controls. PCTs allow utilities to remotely cycle customers’ heating and cooling systems to reduce loads during peak events. The two-way communication capabilities of PCTs provide numerous benefits to operators, including providing feedback and data that may be used to improve reliability of load shedding during peak events. Automatic water heater controls allow for this same type of load management with water heating.

Table 7 summarizes the DR programs evaluated for this assessment. More detail on these programs is provided in the residential customer sector section.

Table 7 Programs Included in the City’s Demand-Response Potential Assessment			
DR Sector	DR Component	DR Technology	Seasonality
Residential	Space Heating	Direct Load Control (DLC) and Programmable Communicating Thermostats (PCT)	Winter Only
	Water Heating	DLC and Automatic Water Heater Controls	Summer and Winter
	Space Cooling – Central Air Conditioning (CAC)	DLC and PCT	Summer Only
	Space Cooling – Room Air Conditioning (CAC)	DLC and PCT	Summer Only

Source: Seventh Northwest Power and Conservation Plan, Table 14-2

Resource Costs

DR resource costs consist of enablement costs and implementation costs. Enablement costs are costs incurred to purchase and install DR technologies. Implementation costs consist of

administrative costs and customer incentives, inclusive of costs incurred to market DR programs and research new DR opportunities, pay program support staff and fund customer incentives.

Net levelized implementation cost calculations include a bulk transmission system expansion deferral credit of \$26/kw-yr. This value is included to account for upgrades and expansion of the bulk transmission system that can be deferred by reducing peak demand and is consistent with the transmission deferral credit used in the City’s CPA cost-effectiveness analysis. Unlike the CPA analysis, however, a distribution system expansion deferral credit is not included in the DR analysis. The NWPC Council’s analysis of DR potential assumes that utility distribution systems would need to be sized to serve customers’ peak demand when DR resources are not dispatched.

The total resource cost is the sum of the levelized enablement cost and the net levelized implementation cost for each DR resource. A four percent discount rate was used in the levelized cost calculations for DR resources, consistent with the discount rate used throughout this IRP. Levelized costs and program costs are discussed in the ‘Levelized Cost’ section of the demand response potential analysis.

Customer and Load Forecasts

Residential housing forecasts from the City’s Base Case Conservation Potential Assessment were used to estimate eligible populations for DR programs. Table 8 shows residential customer forecasts and average annual growth rates over the 20-year planning period.

Table 8 Residential Customer Forecasts					
	20-yr Average Annual Growth Rate	2021	2026	2031	2036
Residential	0.3%	8,236	8,370	8,509	8,607

Estimates of DR load impact, as a percentage of winter and summer peak loads, are based on assumed seasonal peak demands for the City’s service area over the planning period. EES calculated load factors for summer and winter peak loads from the City’s Customer System Peak and Total Retail Load forecasts from BPA’s 2016 TRM Billing Determinants Model. Monthly Total Retail Load forecasts were also used to estimate monthly wholesale energy consumption, based on the retail load forecast used for the City’s Base Case CPA analysis and the utility-provided line loss assumption of 3.0 percent. The monthly load factors were applied to monthly wholesale energy forecasts for winter (January) and summer (July) peak months to estimate seasonal peak demands over the planning period. The City’s baseline winter peak demand in 2036 was estimated at 45 MW and the baseline summer peak demand was estimated at 40 MW. It should be noted that the City’s DR potential is not affected by these data; they are only used to provide a reference for peak load reduction.

Study Uncertainties

- **Measure Data** – DR program costs, savings, availability, participation, ramp rates and other resource attributes are based on a range of data resources, which inherently carries a level of uncertainty. In some cases, DR resource inputs were estimated based on limited data and/or assumptions based on the professional judgement of Navigant Consulting and other parties. In addition, though the NWPC Council considers the DR resource inputs used in this assessment to be representative of the region and available DR technologies, actual DR program attributes vary depending on service area climate, customer usage patterns, appliance size, etc. Finally, costs and load impacts for each installed DR resource are static over the 20-year planning period and therefore do not account for market availability of new or improved DR technologies.
- **Customer Growth Forecasts** – This analysis bases DR potential on customer growth forecasts, by sector, for the period: 2017 to 2036. Actual customer growth may differ from these assumptions, particularly in the later years of the planning period.

Demand Response Potential

Table 9 summarizes estimates of the City’s technical-achievable DR potential for the 20-year planning period. By 2036, the estimated impact of DR programs is approximately 1.8 MW during the winter and 1.2 MW during the summer. The bottom row of Table 9 shows DR load curtailment as a percentage of estimated summer and winter peak demand for the City’s system.

Table 9 Residential Technical-Achievable Load Impact								
	2021		2026		2031		2036	
	Winter	Summer	Winter	Summer	Winter	Summer	Winter	Summer
Load Impact (kW)	1,489	1,003	1,781	1,200	1,810	1,220	1,831	1,234
Load Impact (%)	3.5%	2.6%	4.1%	3.1%	4.1%	3.1%	4.1%	3.1%

The above estimates consider applicability and participation factors taken from the NWPC Council’s analysis.

Advanced DR programs account for approximately 2.0 percent of winter load impacts and 1.3 percent of summer load impacts. Standard technology DR programs account for approximately 2.0 percent of winter load impacts and 1.9 percent of summer load impacts.

Figure 13 shows annual technical-achievable DR potential by program category, inclusive of winter and summer demand impacts. DR acquisition schedules, developed by Navigant for DR resource assessment in the Seventh Plan, assume that potential DR acquisition grows steadily over the first five years of the planning period then reaches a constant state of modest growth through the remaining years.

Figure 13
Annual Technical Achievable DR Potential by Program Category

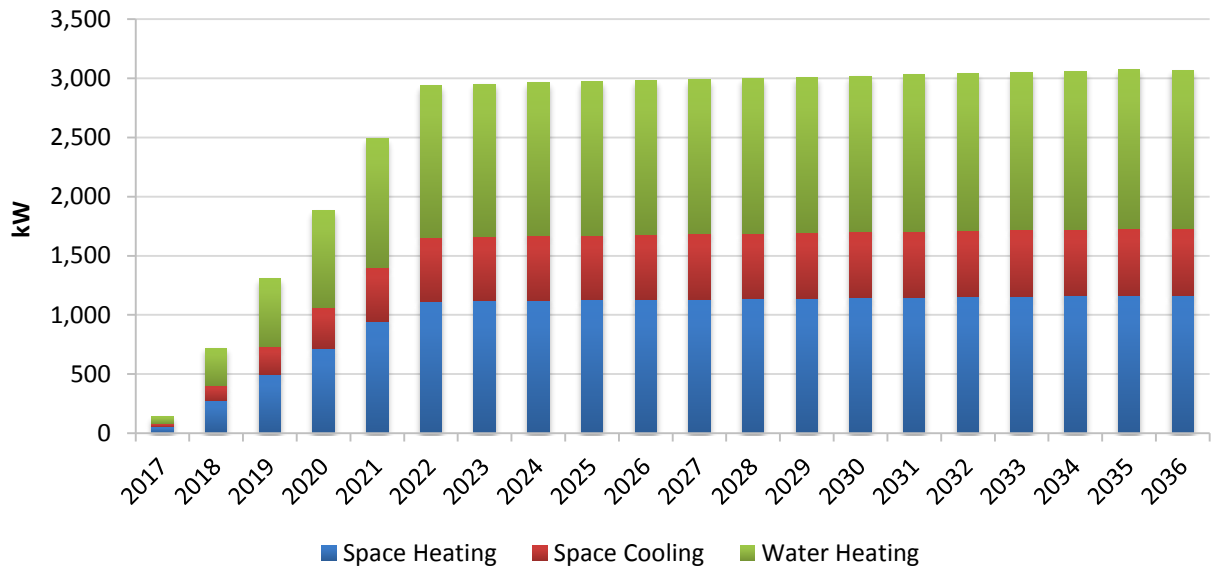


Table 10 shows the residential DR program categories evaluated for this assessment as well as their associated load impacts (kW/customer) and load impact seasonality values (% applicability). As expected, space heating programs impact winter peak loads and space cooling programs impact summer peak loads. Water heating programs are the only residential DR programs evaluated for this assessment that have the potential to reduce loads year-round. As previously noted, space heating DR load impacts per customer are the most significant among the residential DR programs.

Table 10
Residential DR Programs – Load Impact and Seasonality Inputs

DR Component	Load Impact (kW/customer)	Load Impact Seasonality	
		Winter	Summer
Space Heating – DLC	1.74	100%	0%
Space Cooling – CAC DLC	0.60	0%	100%
Space Cooling – RAC DLC	0.27	0%	100%
Water Heating – DLC	0.58	100%	100%

CAC = Central air conditioning; RAC = Room air conditioning

DLC is the most widely deployed type of DR program. Utilities generally use DLC for load shedding during peak events, but may also curtail loads to avoid high on-peak electricity purchases. DLC programs typically limit the number of times or hours that a program participant's appliance, equipment or system can be remotely turned off per year. A fixed monthly incentive is generally offered for participation in DLC programs. Technical-achievable DR program potential for the City's residential sector is shown in Table 11. The DR potential shown in Table 11 includes basic and smart technology deployments.

Table 11 Technical-Achievable Potential – Residential (kW)								
	2021		2026		2031		2036	
	Winter	Summer	Winter	Summer	Winter	Summer	Winter	Summer
Space Cooling - CAC DLC	0	346	0	413	0	420	0	425
Space Cooling - RAC DLC	0	114	0	136	0	138	0	140
Space Heating - DLC	945	0	1,130	0	1,149	0	1,162	0
Water Heating - DLC	544	544	651	651	661	661	669	669
Total Load Impact	1,489	1,003	1,781	1,200	1,810	1,220	1,831	1,234

The most significant area of load shedding due to residential DR programs is space heating. This study estimates that 1,162 MW of winter load reduction may be achieved through these programs over the 20-year study period. Residential space heating DR accounts for approximately 64 percent of the sector's winter load impact. Residential space cooling DR accounts for nearly 46 percent of the total summer load impact. Water heating DR potential accounts for 37 percent of the sector's winter potential and 54 percent of residential summer potential. Residential water heating DR programs make up approximately 44 percent of the total annual peak load reduction potential.

DLC programs have traditionally relied on one-way remote switches to shut off or cycle customer equipment but, with the recent market availability of more sophisticated load control technologies, residential DLC programs are trending toward offering programmable communicating thermostats (PCTs) for space heating and cooling DR programs and water heater controls for water heating DR programs. Advanced DR technologies utilize two-way communications, which can increase the reliability of load management during peak events by allowing operators to verify that installed DR technologies are functioning properly and get feedback from DR events to improve predictions of load shedding for future events.

Both standard technology (switch) and smart technology (PCT and water heater controls) deployments were evaluated for each of the DR components shown in Table 12. Figures 14 and Figure 15 show annual residential DR potential load impacts for winter and summer, respectively. Winter potential is split nearly evenly between traditional DR technologies (52 percent) and advanced DR technologies (48 percent). Traditional DR accounts for 60 percent of summer load impacts.

Figure 14
Technical-Achievable Residential DR Potential by Program – Winter

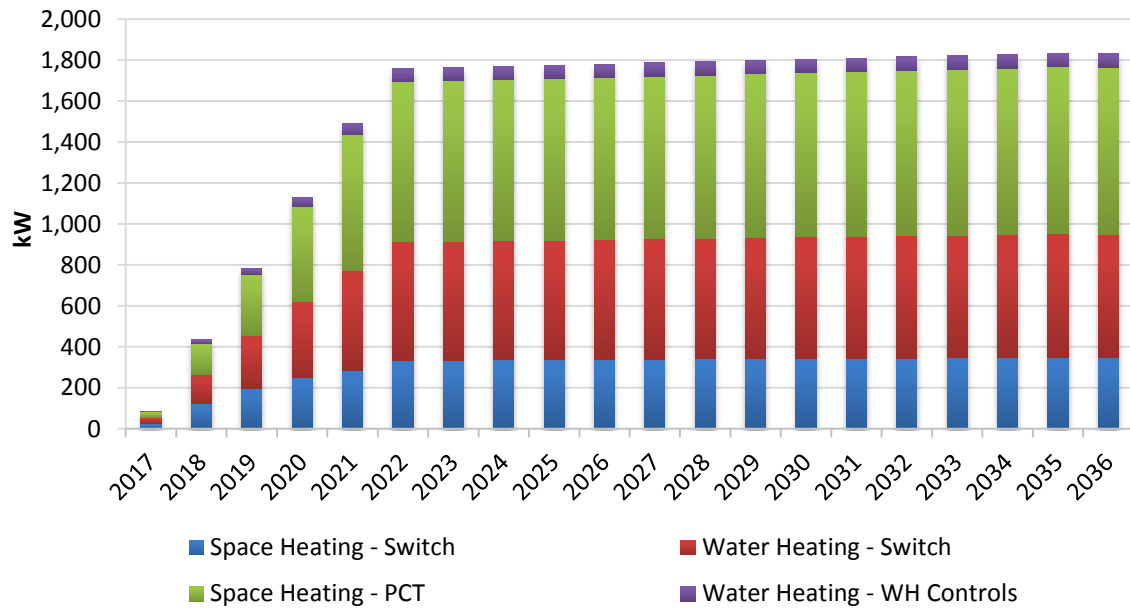
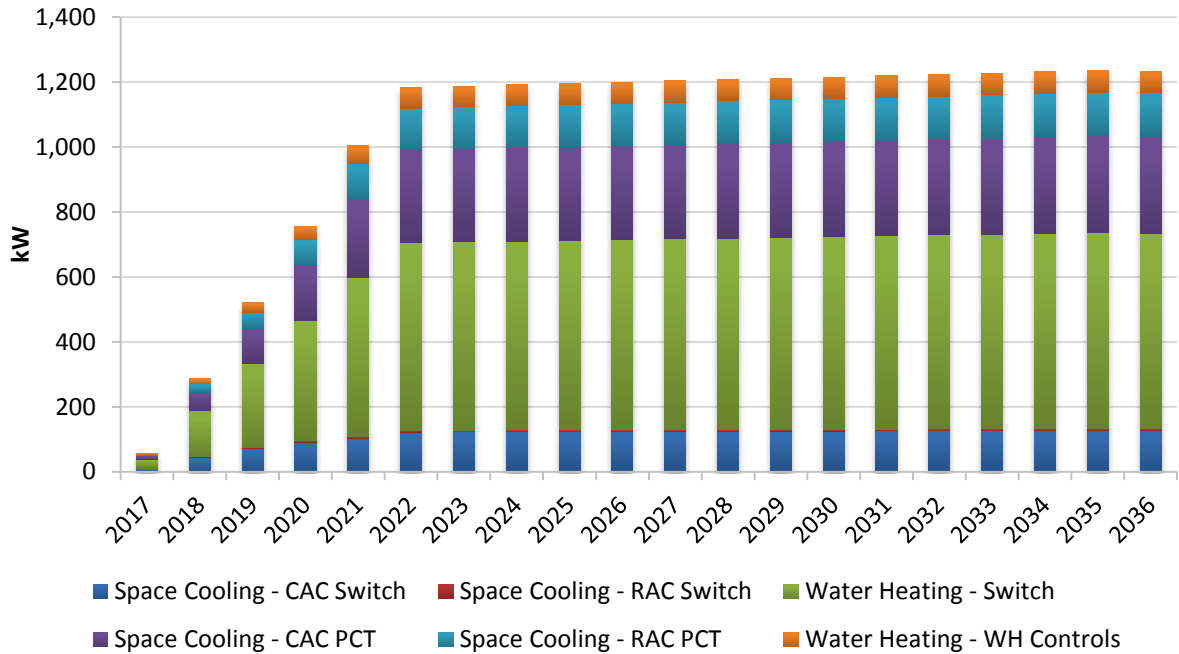
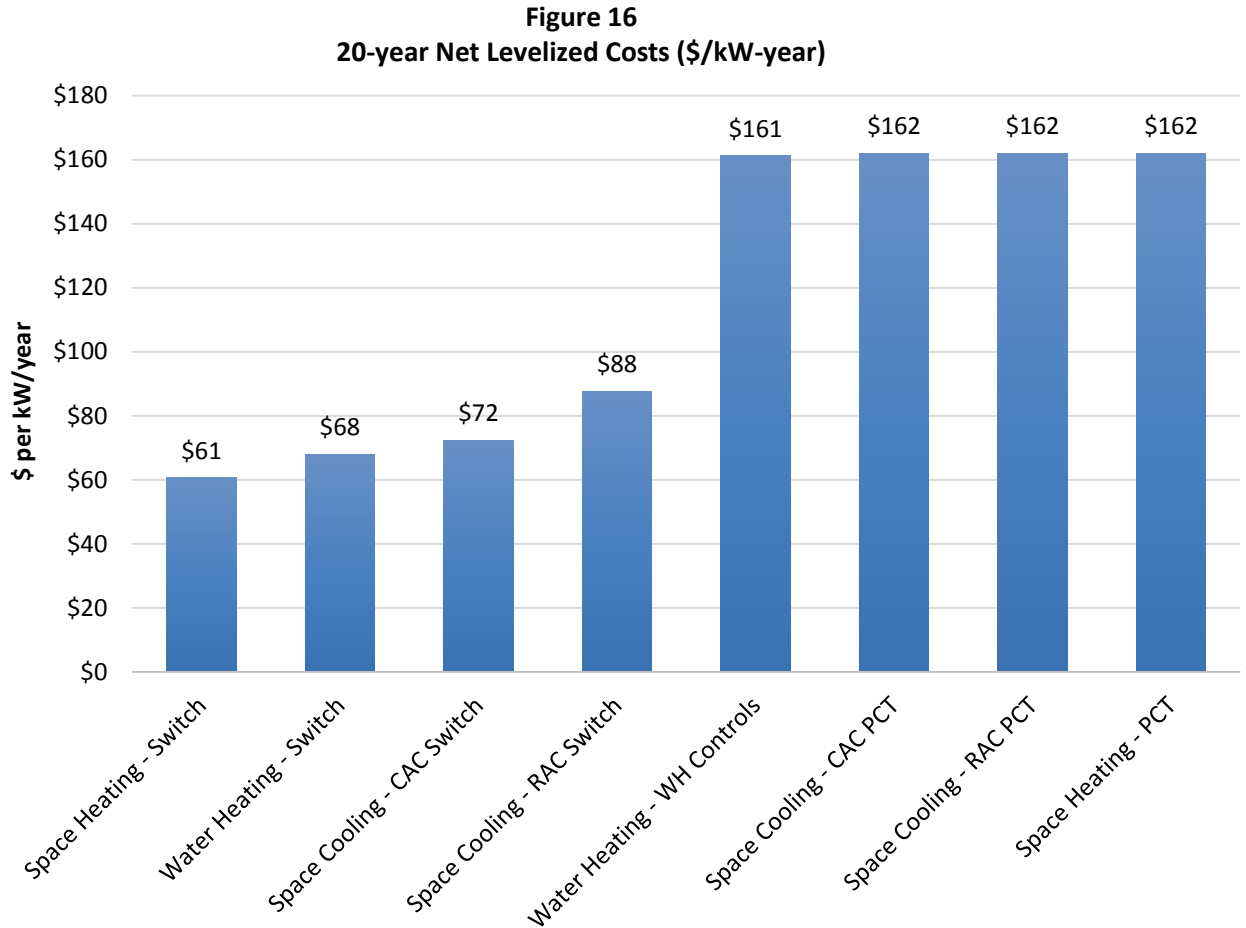


Figure 15
Technical-Achievable Residential DR Potential by Program – Summer



Levelized Costs

Figure 16 shows the 20-year net levelized costs for the DR resources evaluated in this analysis. The costs shown in Figure 16 represent the total resource costs of the DR programs, levelized over the 20-year planning period. The TRC levelized cost includes two primary components: implementation costs and enablement costs. Implementation costs are the costs associated with running a DR program, inclusive of staffing costs, marketing and customer incentives. Enablement costs include the capital costs of DR technologies and installation costs. Implementation costs are applied to all participants and enablement costs apply to new participants only. The net levelized implementation costs include a transmission deferral credit of \$26 per kilowatt year to account for the value of transmission system expansions and upgrades that may be deferred by reducing peak demand through DR programs. As shown in Figure 16, smart DR technologies are more expensive than basic technologies.



The TRC levelized costs range from \$61 to \$162 per kilowatt year. Similar to conservation programs, residential DR programs are generally more expensive than programs in other customer sectors, due to the relatively high recruitment costs and high technology and installation costs, compared with program impact.

Figure 17 shows levelized costs without the transmission deferral credit. Since deferred costs for transmission system expansion and upgrades do not directly benefit the City, the costs shown in Figure 17 represent the City's estimated net program costs for the DR potential results in this assessment.

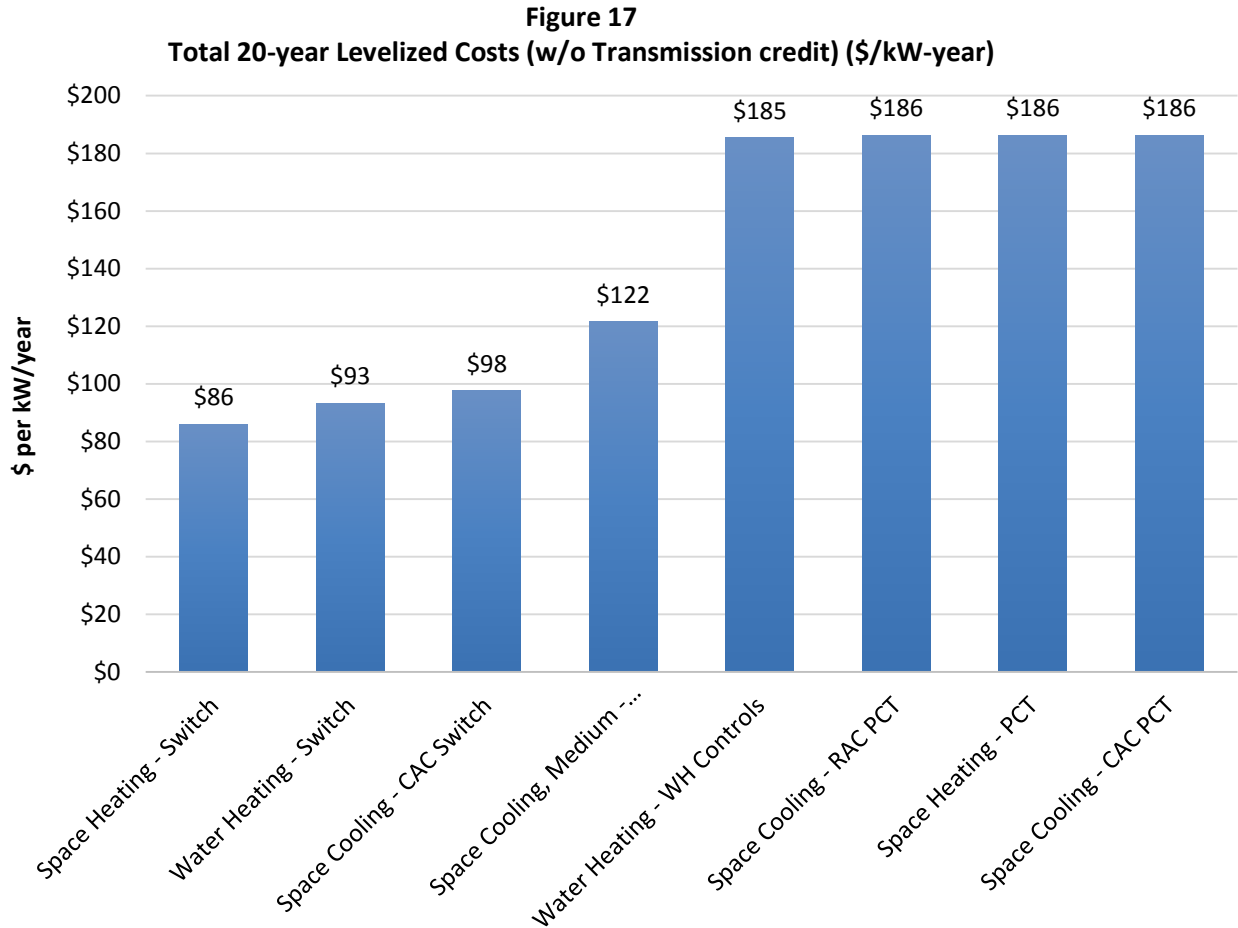


Table 12 shows rounded estimates of program costs by sector for the DR potential estimated in this assessment. The costs in Table 12 do not include the transmission deferral credit. The bottom row of Table 12 shows the total program costs throughout the planning period. The annual average program cost for DR acquisition in this assessment is approximately \$42,600.

Table 12 Demand Response Program Costs (2015\$)				
	2021	2026	2031	2036
Residential				
Enablement Costs	\$ 26,201	\$ 26,640	\$ 27,015	\$ 27,015
Implementation Costs	\$ 27,241	\$ 26,768	\$ 22,367	\$ 18,597
Total Program Cost	\$ 53,442	\$ 53,408	\$ 49,383	\$ 45,612

Power Supply Savings

The DR potential and program costs discussed in this study have not yet considered whether the DR programs are cost-effective for the City. In order to evaluate cost-effectiveness, the City's wholesale power supply costs with and without DR programs are estimated and compared with the cost of the programs. For the wholesale power supply cost estimate, a TRM model was developed using monthly forecast of peak demand and energy for the City. The cost-effectiveness analysis assumes that all residential DR potential is achieved by 2018, a time when rates and resources are well-known. Monthly peak demand for November through February is reduced by 1.8 MW and summer peak demand for July through September is reduced by 1.2 aMW. The resulting wholesale power supply costs are provided in Table 13 below.

Table 13 Demand Response Program Impact on Wholesale Power Supply Costs CY 2018			
	No DR Programs	DR Programs	Difference
<u>Breakdown of Power Supply Costs</u>			
BPA Customer Charges	\$7,596,633	\$7,596,633	\$0
Demand - BPA Contracts	\$598,759	\$487,592	\$111,168
Load Shaping, HLH	(\$332,706)	(\$332,706)	\$0
Load Shaping, LLH	\$8,653	\$8,653	\$0
Tier 2 Purchase (Energy)	\$808,321	\$808,321	\$0
Customer Refund	(\$307,300)	(\$307,300)	\$0
<u>Break-down of Transmission/Ancillary Costs</u>			
Energy	\$153,521	\$153,521	\$0
Demand	\$0	\$0	\$0
Coincident Transmission Peak-Demand	\$845,742	\$822,837	\$22,904
Total Wholesale Power Supply Costs	\$9,371,622	\$9,237,551	\$134,072

It is estimated that DR program potential may reduce the City's demand and transmission bills by approximately \$134,000 per year when full potential is realized (assuming 2018 rates). The analysis above assumed that peak demand would be reduced for 3 summer months and 4 winter months. The 20-year levelized program costs are estimated \$56,000 resulting in benefit/cost ratio of 2.4. If the City is only able to reduce peak demand for one winter month and one summer month, the power bill savings total \$92,000 per year. In this scenario, the benefit/cost ratio for the program is 1.6.

Summary

This assessment evaluated residential demand response program potential for the City of Ellensburg's service area for the period 2017 to 2036. The residential DR programs evaluated for

this analysis are based on DR programs evaluated for the Seventh Power Plan. This assessment estimates that approximately 1,830 kW of winter load shedding and 1,230 kW of summer load shedding may be available from residential DR programs over the 20-year planning period. This potential represents 4.1 percent of the City’s estimated winter peak demand and 3.1 percent of summer peak demand and is cost-effective based on the avoided cost of power supply.

Clean Energy Implementation Plan

October 21, 2021 and November 18, 2021

Presentations to the Utility Advisory Commission



Clean Energy Transformation Act (CETA)

- Signed into law in 2019, RCW 19.405.010
- CETA requires 100% clean energy in Washington State by 2045
- CETA includes requirements for:
 - Equitable distribution of energy benefits and reduction of burdens to vulnerable populations and highly impacted communities
 - Long-term & short-term public health, economic & environmental benefits
 - Reduction of costs and risks
 - Energy Security and resiliency

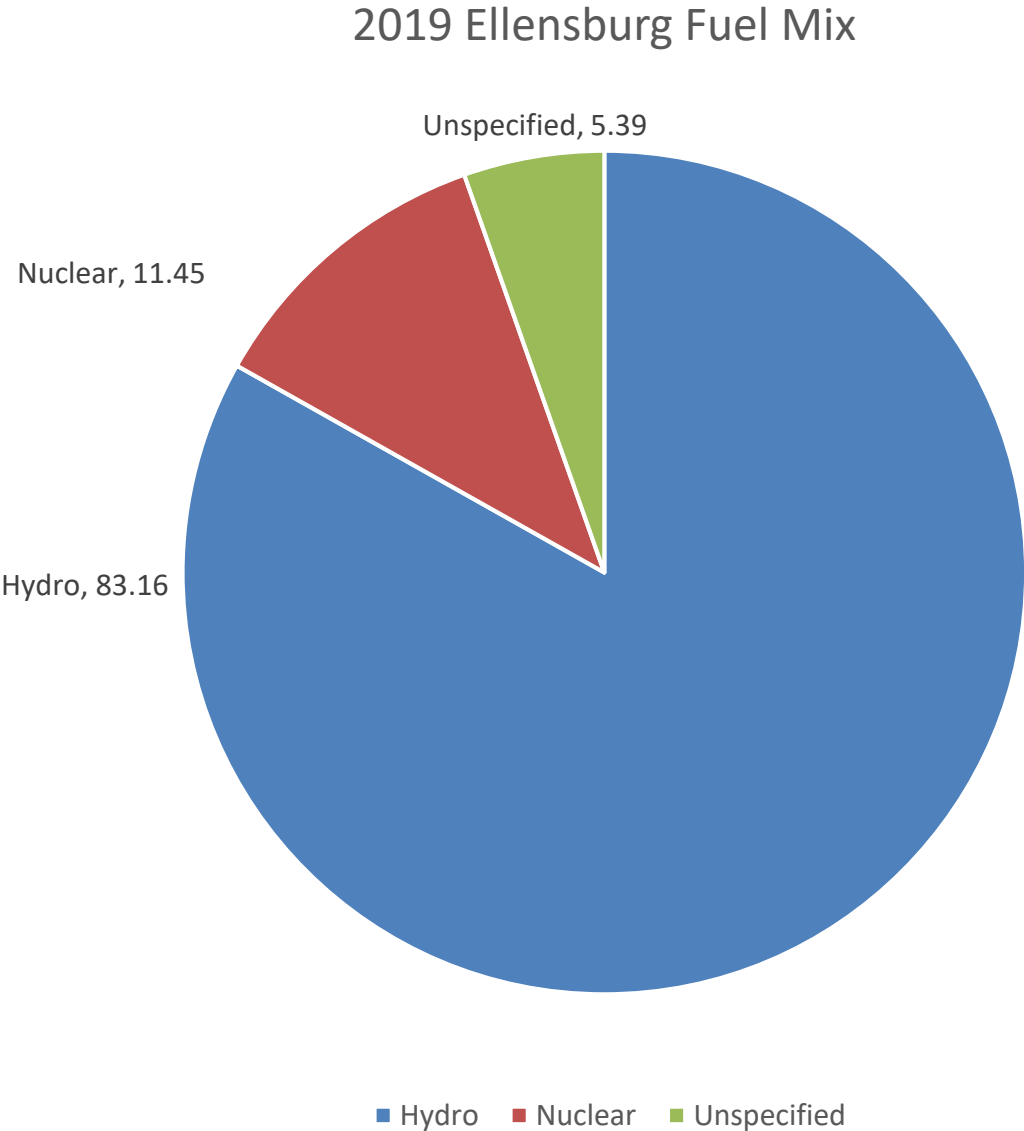
CETA Overview

- [Clean Energy Transformation Act \(CETA\)](#) was signed into law in May 2019
- RCW 19.405.010
- Applies to all electric utilities serving retail customers in Washington
- Requires utilities to transition to clean, renewable and non-emitting resources
 - 2025- Eliminate coal-fired generation serving Washington state customers
 - 2030- All retail sales of electricity must be greenhouse gas (GHG) neutral
 - Up to 20% of retail sales may be from emitting resources offset by alternative compliance
 - 2045- All retail sales of electricity must be from renewable or non-emitting resources

Upcoming Timeline

- January 1, 2022
 - CEIP
 - Resource Adequacy Standard (NW Power Pool & BPA)
- February 1, 2022
 - Energy Assistance Program reporting
- July 1, 2022
 - Fuel Mix Report, with greenhouse gas emissions

2019 City of
Ellensburg Fuel Mix
> 94% Carbon Free



City of Ellensburg Total Customers and MWh at Year-End



Clean Energy Implementation Plan (CEIP)

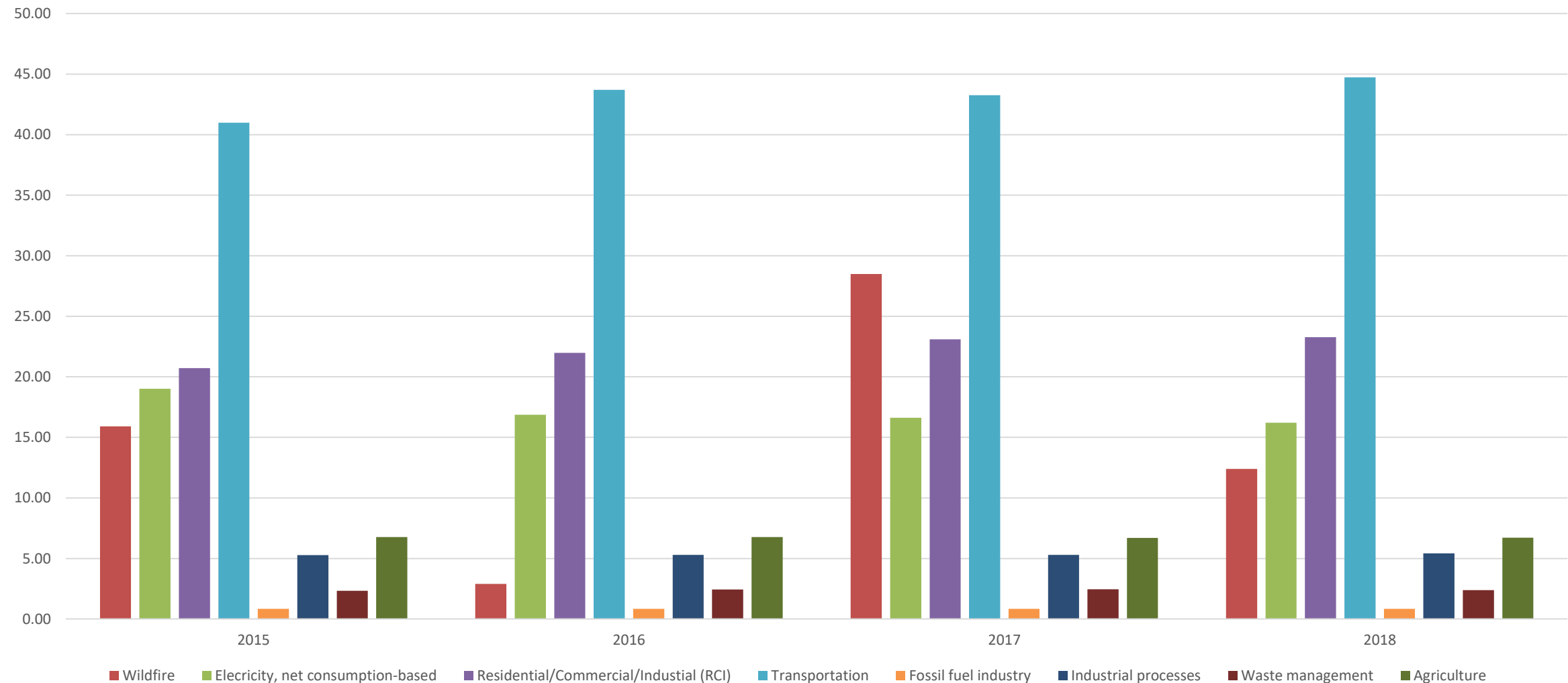
Due by January 1, 2022

- Reporting template recently released by Department of Commerce

Near-term four-year action plan must include:

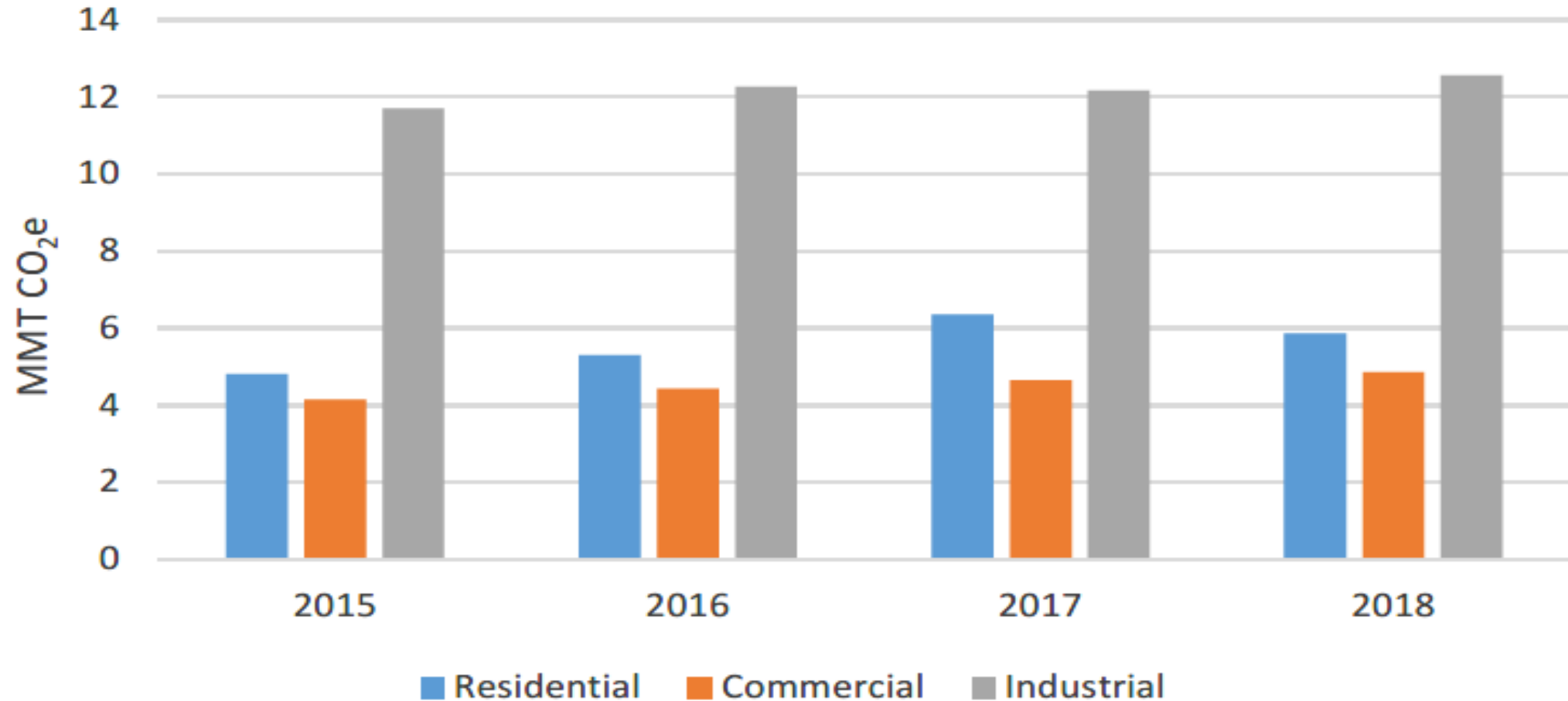
- Clean energy strategy with proposed specific actions for years 2022-2025
- Specific actions to ensure equitable transition
- Identify highly impacted communities & vulnerable populations
- Energy efficiency and demand response targets
- Resource Adequacy standard (NW Power Pool & BPA)

Washington Greenhouse Gas Emissions (metric tons of CO2) 2015 - 2018



<https://ecology.wa.gov/Air-Climate/Climate-change/Greenhouse-gases/Greenhouse-gas-reporting/Inventories>

RCI GHG Emissions (MMT CO₂e)



<https://ecology.wa.gov/Air-Climate/Climate-change/Greenhouse-gases/Greenhouse-gas-reporting/Inventories>

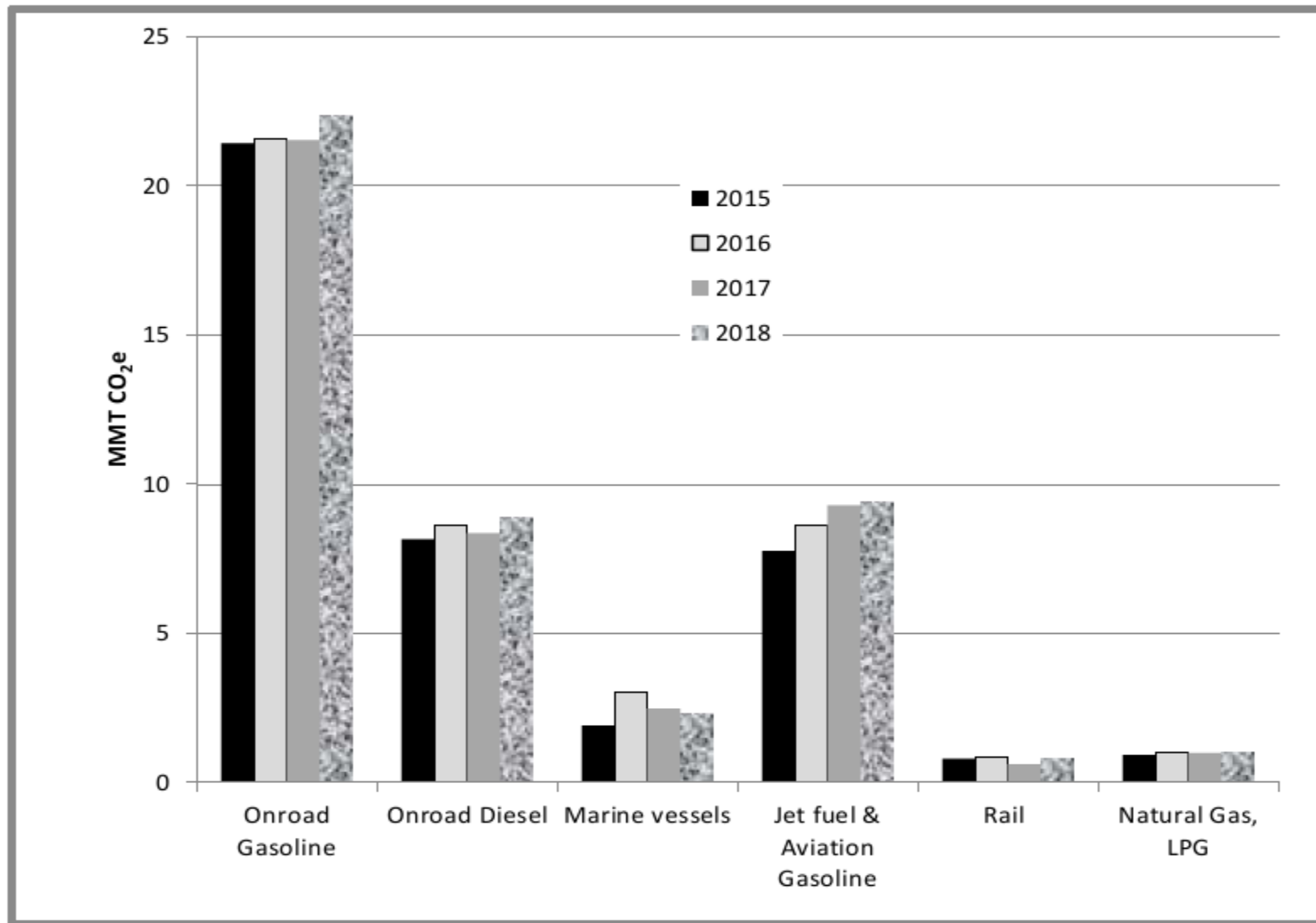


Figure 5: Greenhouse Gas Emissions - transportation sector subcategories (MMT CO₂e)

<https://ecology.wa.gov/Air-Climate/Climate-change/Greenhouse-gases/Greenhouse-gas-reporting/Inventories>

City of Ellensburg Census Information*

- City of Ellensburg Population – 21,579
- City of Ellensburg Households – 7,839
- 30.9% poverty rate (~2,422 homes)
- 74% Single family homes (1 – 4 units)
- 25% Multi-family Buildings (5+ units)
- 1% Mobile home, Boat, RV, Van, etc.
- Owner-occupied – 2,693
- Renter-occupied – 5,146
- 65% Electric heated homes
- 33% Gas heated homes
- 2% Wood or other heat source

*2019 ACS
5-year
estimates

<https://www.census.gov/acs/www/data/data-tables-and-tools/data-profiles/>

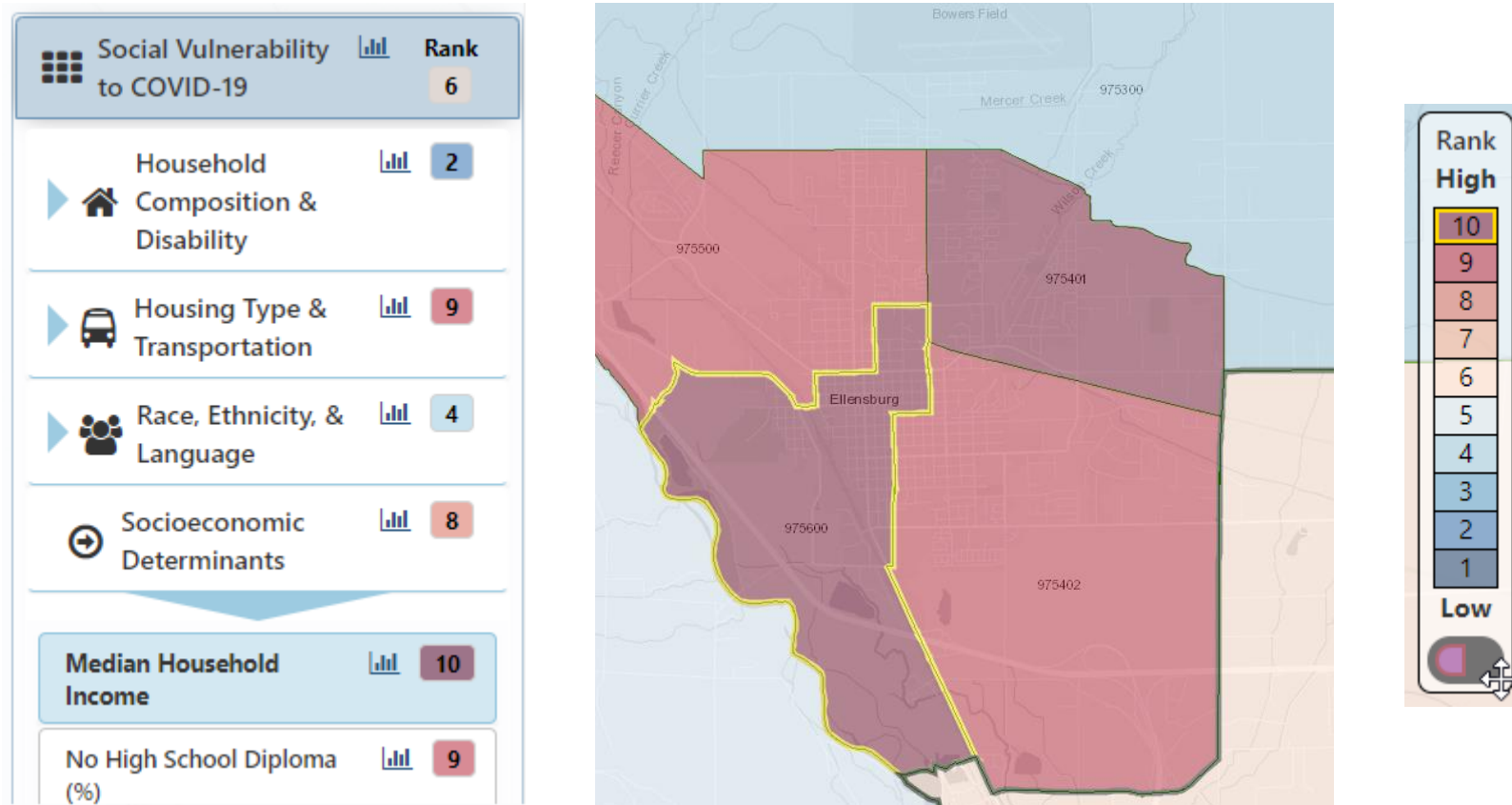
<https://www.census.gov/quickfacts/ellensburgcitywashington#qf-flag-X>

Identifying Highly Impacted Community/Vulnerable Populations

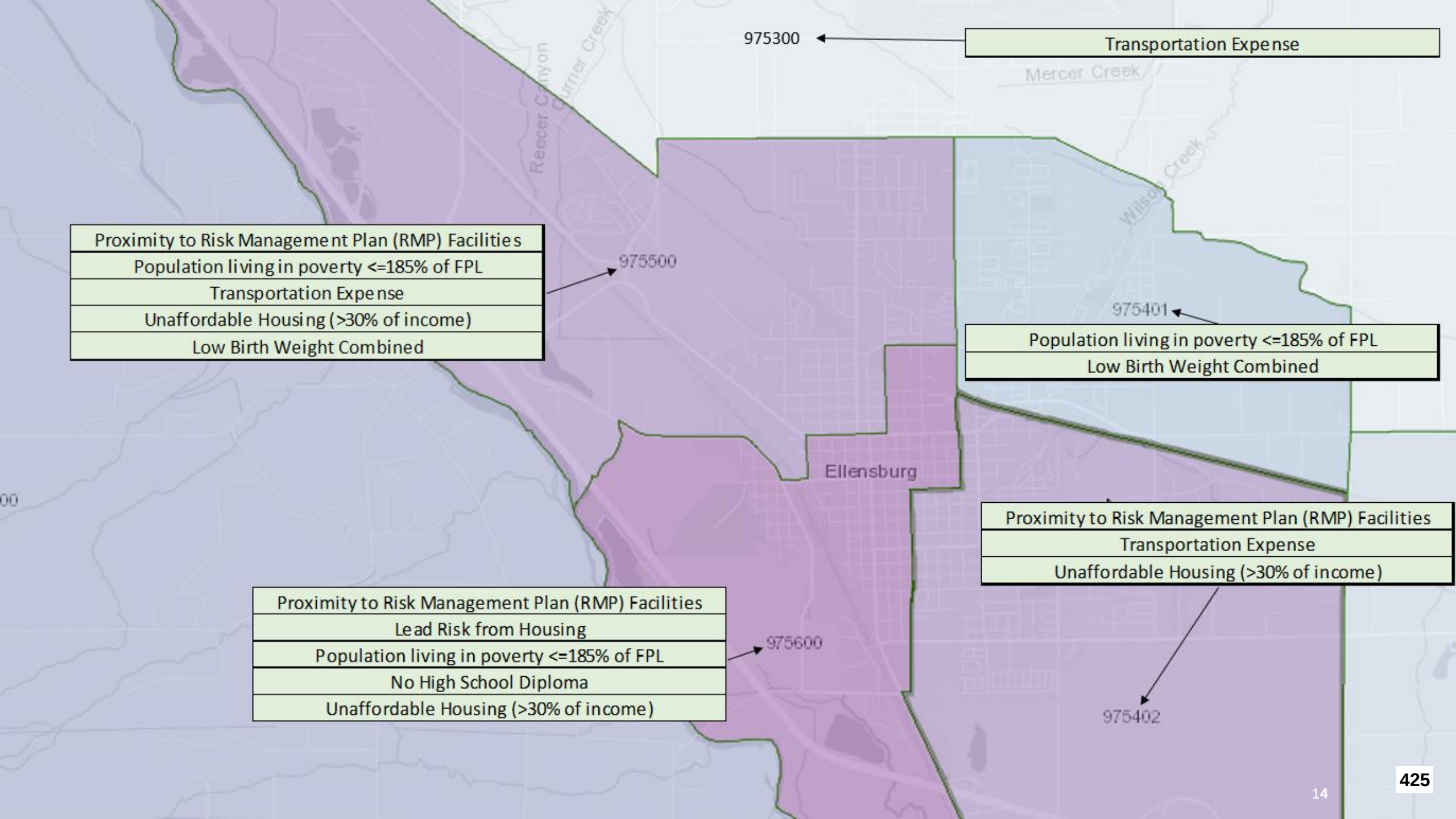
Highly impacted community - means a community designated by the department of health based on cumulative impact analyses in RCW 19.405.140 or a community located in census tracts that are fully or partially on "Indian country" as defined in 18 U.S.C. Sec. 1151."

Vulnerable populations – Communities that experience a disproportionate cumulative risk from environmental burdens due to Adverse socioeconomic factors, including unemployment, high housing and transportation costs relative to income, access to food and health care, and linguistic isolation; and sensitivity factors, such as low birth weight and higher rates of hospitalization."

City of Ellensburg Highly Impacted Community / Vulnerable Populations



<https://fortress.wa.gov/doh/wtn/WTNIBL/Map/SV2COVID>



Vulnerable Populations in City of Ellensburg Service Area

- Lead Risk from Housing
- Low Birth Weight Combined
- No High School Diploma
- Population living in poverty $\leq 185\%$ of FPL
- Proximity to Risk Management Plan (RMP) Facilities
- Transportation Expense
- Unaffordable Housing ($>30\%$ of income)
- Ranking 9 or 10 on WTN map provided by Washington State Department of Health
- Five (5) Census tracts include City of Ellensburg and Kittitas county households

Census Tract (enter 11 digit FIPS code)	County Name	Tribal Lands (Yes/No)	Environmental Health Disparities Topic Rank
53037975300	Kittitas	N	Transportation Expense
53037975401	Kittitas	N	Population living in poverty <=185% of FPL
53037975401	Kittitas	N	Low Birth Weight Combined
53037975402	Kittitas	N	Proximity to Risk Management Plan (RMP) Facilities
53037975402	Kittitas	N	Transportation Expense
53037975402	Kittitas	N	Unaffordable Housing (>30% of income)
53037975500	Kittitas	N	Proximity to Risk Management Plan (RMP) Facilities
53037975500	Kittitas	N	Population living in poverty <=185% of FPL
53037975500	Kittitas	N	Transportation Expense
53037975500	Kittitas	N	Unaffordable Housing (>30% of income)
53037975500	Kittitas	N	Low Birth Weight Combined
53037975600	Kittitas	N	Proximity to Risk Management Plan (RMP) Facilities
53037975600	Kittitas	N	Lead Risk from Housing
53037975600	Kittitas	N	Population living in poverty <=185% of FPL
53037975600	Kittitas	N	No High School Diploma
53037975600	Kittitas	N	Unaffordable Housing (>30% of income)
Row Labels	Count of Environmental Health Disparities Topic Rank		
53037975300	1		
53037975401	2		
53037975402	3		
53037975500	5		
53037975600	5		
Grand Total	16		
Row Labels	Count of Census Tract (enter 11 digit FIPS code)		
Lead Risk from Housing	1		
Low Birth Weight Combined	2		
No High School Diploma	1		
Population living in poverty <=185% of FPL	3		
Proximity to Risk Management Plan (RMP) Facilities	3		
Transportation Expense	3		
Unaffordable Housing (>30% of income)	3		
Grand Total	16		

CETA Energy Assistance

RCW 19.405.120

- Electric utilities must make energy assistance programs and funding available to low-income households by July 31, 2020
- CETA has targets for the reduction of the energy burden of low-income households.
 - “Energy burden” means the share of annual household income used to pay annual home energy bills. Washington State set the energy burden threshold at 6%
 - “Energy assistance need” means the amount of assistance necessary to achieve a level of household energy burden established by the department or commission
 - “Low-income” means household income does not exceed the higher of 80% of area median household income (AMI) or 200% federal poverty level (FPL), adjusted for household size.

CETA Energy Assistance, Continued

RCW 19.405.120

Electric utilities must make progress in their energy assistance programs:

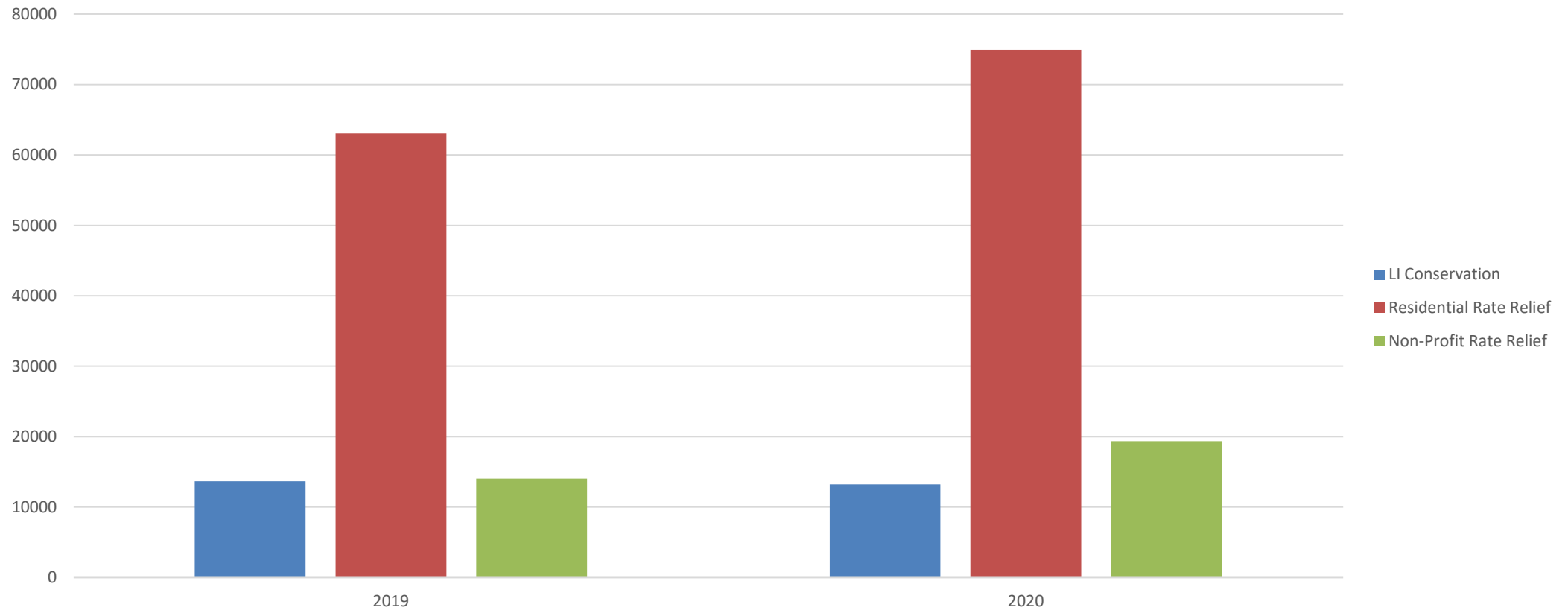
- 60% of the current energy assistance need OR
- Increasing energy assistance by 15% over the amount provided in 2018, whichever is greater by 2030
- 90% of the current energy assistance need by 2050

Existing City of Ellensburg Energy Assistance Programs

Low-income rate for qualifying customers – 50% of daily service charge and 50% of residential rate for all utilities

- The low-income rate is subsidized by all other rate payers
- Qualified disabled citizens have a combined household income at or below 125% of federal poverty level and qualifying disability
- Qualified senior citizens are 65 years of age or older and at or below 125% of federal poverty level
- Energy efficiency updates – Coordinated through HopeSource, the updates are paid for by the City-administered energy conservation program and other funding sources administered by HopeSource, at no cost to the customer
- Energy Audits – Free to qualified low-income customers and subsidized by the City for the remaining City electric customers

Energy Assistance – Electric Utility



Resource Adequacy Standard (RA)

BPA assures its power supply is available to meet its firm power supply obligation on a long term planning, forecast, basis. As directed by the Pacific Northwest Electric power planning and Conservation Act, a fundamental statutory purpose for BPA is to assure it has an adequate supply of power, which BPA meets through its power planning function as guided by the Northwest power and Conservation Council power Plan.

BPA's firm power supply obligation under the Northwest power Act means BPA supplies all the power a customer needs to serve their retail consumer demands on a continuous basis except for reasons of force majeure. This obligation takes into account and is adjusted by the amount of non-federal power/resources the City of Ellensburg uses to serve their load and by the type of product the City of Ellensburg elects to purchase from BPA. BPA's currently effective Regional Dialogue load Following Contracts obligates BPA to supply all the electricity required to meet the second to second variation in the City of Ellensburg's load net of the City of Ellensburg's non-federal resources.

RA - Methods of Measurement

BPA uses its Resource Program, which includes a Needs Assessment that examines on a 10-year forecast basis the uncertainty in customer loads, expected water conditions affecting federal hydro production (including Biological Opinion requirements), resource availability, natural gas prices, and electricity market prices to develop a least-cost portfolio of resources that meet Bonneville's obligations. The goal of the Needs Assessment, which is one of the early steps in the Resource Program, is to measure Bonneville's existing system, in relative isolation, against Bonneville's obligations to supply power to show whether any long-term energy and/or capacity shortfalls may occur over the 10-year study horizon. The Needs Assessment forecasts Bonneville's needs for long-term energy and capacity based on resource capabilities and projected obligations to serve power. The Needs Assessment informs later steps of the Resource Program, where resource optimization techniques are used to evaluate and select potential solutions for meeting Bonneville's long-term needs based on cost and risk.

RA - Needs Assessment

The Needs Assessment uses the following four metrics to assess Bonneville's long-term energy and capacity needs:

- **Annual Energy:** Evaluates the annual energy surplus/deficit under 1937 critical water conditions, using forecasted load obligations and expected Columbia Generating Station output.
- **P10 Heavy Load Hour:** Evaluates the 10th percentile (P10) surplus/deficit over heavy load hours, by month, given variability in hydropower generation, load obligations, and Columbia Generating Station output amounts.
- **P10 Superpeak:** Evaluates the P10 surplus/deficit over the six peak load hours per weekday by month, given variability in hydropower generation, load obligations, and Columbia Generating Station output.
- **18-Hour Capacity:** Evaluates the surplus/deficit over the six peak load hours per day during three-day extreme weather events and assuming median water conditions. Winter and summer extreme weather events, such as cold snaps or heat waves, are analyzed, both of which assume maximum delivery of the Canadian Entitlement outside of the region, zero wind generation, and limited energy market purchases. Winter events assume reduced streamflows due to impacts from ice forming in reservoirs. Summer events assume reduced Columbia Generating Station output due to adverse weather conditions, as the plant must power down during high temperatures for safety reasons.

Clean Energy Transformation Act

DECEMBER 6, 2021

CITY OF ELLENSBURG



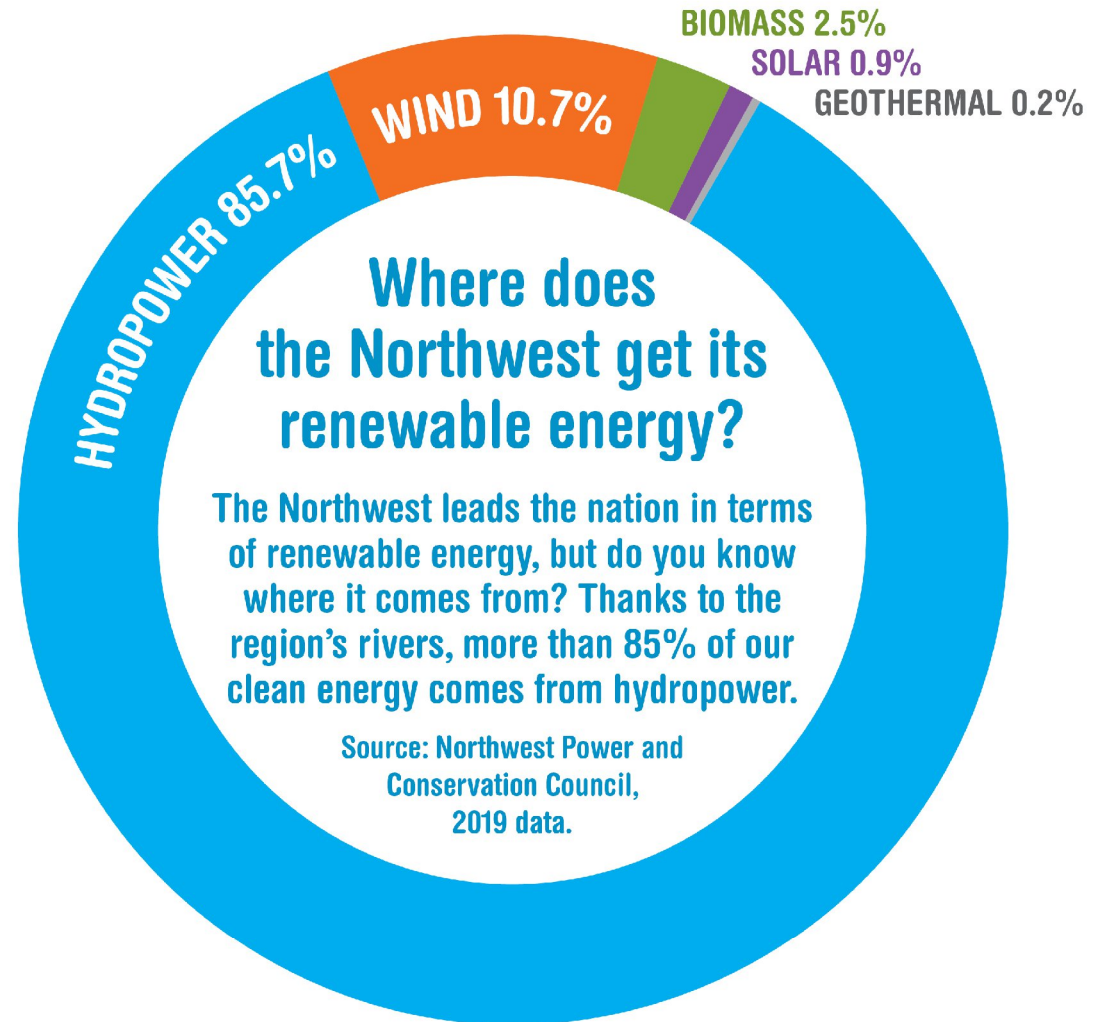
Clean Energy Transformation Act (CETA)

- ✓ - 2025: Eliminate coal
- ✓ - 2030: Greenhouse gas neutral standard
- ☐ - 2045: 100% renewable or non-emitting

Clean Energy Transformation Act (CETA)

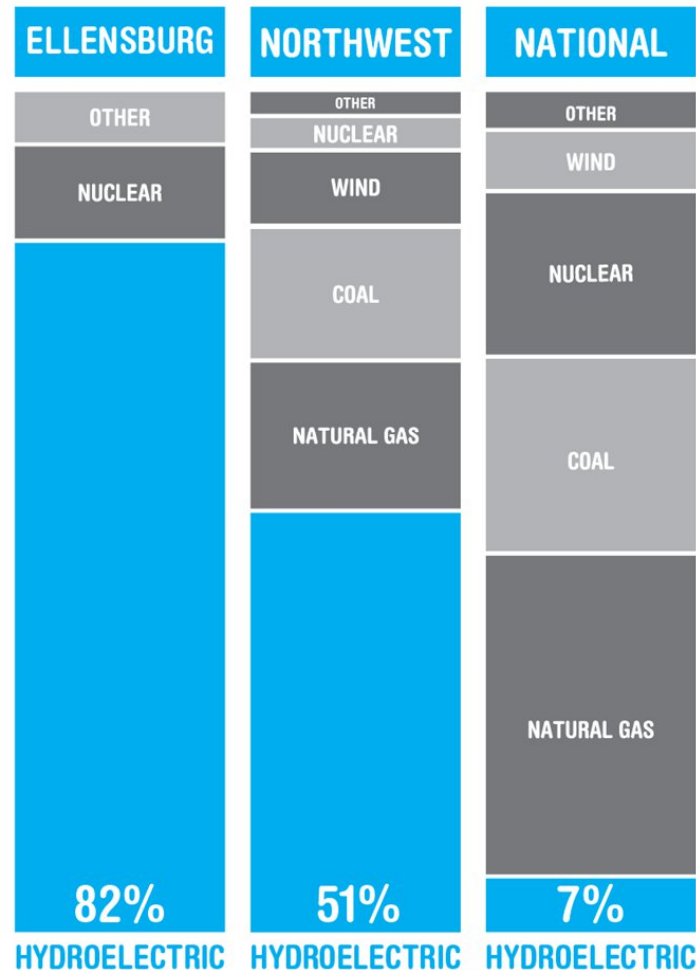
- Signed into law in 2019, RCW 19.405.010
- Applies to all retail electric utilities in Washington
- CETA includes requirements for:
 - Equitable distribution of energy benefits and reduction of burdens to vulnerable populations and highly impacted communities
 - Long-term & short-term public health, economic & environmental benefits
 - Reduction of costs and risks
 - Energy Security and resiliency

Northwest's Renewable Energy



City of
Ellensburg's
Fuel Mix
> 94%
Carbon Free

Energy Sources



THANKS TO AN
ABUNDANCE OF
CARBON-FREE
HYDROPOWER,
CITY OF
ELLENSBURG
CUSTOMERS
BENEFIT FROM
CLEANER ENERGY.

**HYDRO
POWER
FLOWS HERE**

*ALL FIGURES 2019 ENERGY GENERATED

Upcoming Action Items

January 1, 2022

- Clean Energy Implementation Plan

February 1, 2022

- Energy Assistance Program reporting

July 1, 2022

- Fuel Mix Report, with greenhouse gas emissions

Clean Energy Implementation Plan (CEIP)

Near-term four-year action plan must include:

- Clean energy strategy with proposed specific actions for years 2022-2025
- Specific actions to ensure equitable transition
- Identify highly impacted communities & vulnerable populations
- Energy efficiency and demand response targets
- Resource Adequacy standard

Suggested Action

- Staff presented the Clean Energy Implementation Plan at both the October & November Utility Advisory Committee meetings.
- The Utility Advisory Committee recommend City Council adopt the Clean Energy Implementation Plan as presented.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	December 6, 2021
Item Title/Agenda Subject:	Appointment Process for Council Position No. 7
Submitted by:	Heidi Behrends Cerniwey City Manager Department
Recommended Action or Motion:	Approve process and schedule for appointment of Council Position No. 7
Background/Summary:	Councilmember Tristen Lamb has submitted resignation of Position No 7, effective December 31, 2021. The unexpired term ends December 31, 2023.
Previous Council Action:	Past City Council position appointments have included an open application process, followed by interviews during a regular City Council meeting.
Analysis:	A sample draft announcement and application to fill the vacated Position 7 have been included in the packet. The recommended schedule includes a timeline to post the opening by December 8, 2021; applications due (by email, in person, or mail) by December 27, 2021; and interview candidates on January 3, 2021.
Financial Impact:	None.
Attachments:	COUNCIL AD December 2021 COUNCIL APPLICATION FOR APPOINTMENT DECEMBER 2021

The City of Ellensburg is accepting applications from persons wishing to be considered to fill a current vacancy on the City Council - Position 7. The unexpired term ends December 31, 2023. The City Council will appoint a qualified person to fill Position 7 until a qualified candidate is elected at the next election at which a member of the City Council would normally be elected, which will be November 2023.

Applications are available on the City web page at www.ci.ellensburg.wa.us or at City Hall, 501 North Anderson Street, Ellensburg, Washington 98926.

Required qualifications:

- Registered voter of the City of Ellensburg, and
- A resident of the City of Ellensburg for at least one year preceding the date of appointment.

Applications are due by Monday, December 27, 2021 at 5:00 p.m. Late applications will not be accepted. Interviews will take place at the regular meeting on Monday, January 3, 2023, beginning at 7:00 p.m. For additional information or an application form, contact the City Manager's Office at the above address, or telephone (509) 962-7221.



Application for Appointment to
ELLENSBURG CITY COUNCIL
(Please Type or Print Clearly)

Name of Applicant: _____

Address: _____

Phone Number: _____ **Email Address:** _____

Length of Residence in Ellensburg: _____

Background you bring to this position: _____

Please list any organizations you are affiliated with: _____

Why are you seeking this appointment? _____

Council meets regularly at 7:00 p.m. the first and third Mondays of each month. In addition, Council may hold any number of special meetings or study sessions at other times as necessary. Will you be able to attend meetings regularly if appointed? [] Yes [] No

I understand that to be eligible for appointment to the Ellensburg City Council I must (1) be a registered voter of the City of Ellensburg at the time of filing this application for Council appointment, and (2) be a resident of the City for at least one (1) year preceding the date of appointment.

Signature: _____ **Date:** _____

PLEASE ATTACH A CURRENT RESUME OR LIST OF RELATED EXPERIENCE AND RETURN TO: City Manager's Office, 501 North Anderson Street, Ellensburg, WA 98926, or email to gigsteadl@ci.ellensburg.wa.us. Applications must be submitted prior to 5:00 p.m., Monday, December 27, 2021.



MANAGER'S REPORT

DATE: December 6, 2021

TO: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Joint City County Study Session Scheduled for December 9 at 5:30 p.m.

The City Council will host a Joint Study Session with Kittitas County Board of County Commissioners on Thursday, December 9, 2021 at 5:30 p.m. in the Council Chambers. The meeting can be attended in person or remotely and will be streamed on YouTube. The agenda includes a review of the Interlocal Agreement for development in the Urban Growth Area, an update on the County-wide Economic Development Strategic Plan, Behavioral Health Sales and Use Tax, and Homelessness.

2. Habitat for Humanity and City to Partner on CHIP Grant Application.

City staff are partnering with Habitat for Humanity to apply for a Department of Commerce grant through the Connecting Housing to Infrastructure Program (CHIP) to fund utility connections to the Stuart Meadows project on Bender Road and Water Street. Applications are due January 7, 2022 and staff will request a letter of support from Council to be included in the grant application.

3. Request Regular Study Sessions Continue in 2022.

Council approved a monthly regular study session to begin at 6:00 p.m. on the third Monday of each month, through the end of 2021. Staff request extension of regular study sessions through 2022 to continue the progress on policy issue discussions.