

COUNCIL AGENDA

Monday, March 20, 2023



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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 by calling the City of Ellensburg ADA Coordinator at (509) 962-7222 or email ADAAccordinator@ellensburgwa.gov.

COUNCIL MEETING GUIDELINES FOR PUBLIC PARTICIPATION

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

City Council accepts testimony or comments in person or via remote testimony under Citizen Comment on Non-Agenda Items (Item No. 7) as well as for 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: cityclerk@ellensburgwa.gov. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Comments for public hearings**
Written comments must be received by the City Clerk by 5 p.m. on the meeting date. Comments can either be mailed to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or sent via email to: cityclerk@ellensburgwa.gov. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

1. **Advance registration is required to provide public comment or hearing testimony via remote meeting attendance.** Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Register for the meeting at: https://us02web.zoom.us/webinar/register/WN_u-sMIHucShq6RdcB7ZCQvA - 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 engage in conduct that disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting.
3. Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).

Please note: City Council Rules provide that no action will be taken by the Council at the meeting at which a subject is first introduced during the citizen comment period (Item 7 on the Agenda). Council may consider an item at a future meeting, thus you may wish to concisely state your concern and request placement of your matter on a future agenda. Staff will follow up with speakers as necessary.

CONSENT AGENDA

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

AGENDA ITEMS

If you wish to have an item placed on a Council agenda, a written request should be delivered to the City Manager's Office prior to noon on the Monday preceding the Council meeting. Assistance will be provided in preparing a request if you wish to contact the City Clerk at (509) 925-8614.

PUBLIC HEARINGS

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

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

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

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations

- 2.A National Developmental Disabilities Awareness Month 8
[National Developmental Disabilities Awareness Month](#)

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 March 6, 2023 Regular Meeting 9
[3-6-23 Regular Meeting](#)

- 5.B Approve Minutes of March 6, 2023 Study Session 14
[3-6-23 Study Session](#)

- 5.C Acknowledge Minutes of Boards and Commissions 15
[Arts Commission 2-9-23](#)
[DEI Commission 2-14-23](#)
[EBDA/CenterFuse 2-8-23](#)
[Library Board 2-14-23](#)
[Lodging Tax Advisory Committee 12-3-22](#)
[Planning Commission 2-9-23](#)

- 5.D Approve University Way Banner Request by Ellensburg Rodeo on August 28 -
September 5, 2023 30

Ellensburg Rodeo Banner Request

5.E Accept the Resignation of Amy McCoy from the Landmarks and Design Commission	31
McCoy Resignation	
5.F Accept the Resignation of Laci Harrison from the Parks and Recreation Commission	32
Harrison Resignation	
5.G Washington State Opioid Litigation - Settlement of Second Lawsuit State Cover Letter-Opioid Settlement	33
Settlement Participation Form CVS	
Settlement Participation Form Teva	
Settlement Participation Form Walgreens	
Settlement Participation Form Walmart	
Settlement Participation Form Allergan	
5.H Resolution 2023-08 Approving Tuam Properties, LLC Street Tree Removal Request at 709 N Poplar Street	54
709 N Poplar St - Tuam Properties LLC Removal Request	
709 N Poplar - Tuam Properties LLC Street Tree Removal - Graphics	
Resolution 2023-08 709 N Poplar Street Tuam Properties LLC Tree Removal	
5.I Budget Adjustments for Community Access Television (CATV) Fund for Capital Equipment Replacement, SD to HD Broadcast Conversion, and Related Expenditures in support of Ellensburg Community Television (ECTV)	59
5.J Second Amendment to the Affordable Housing Agreement with 113 West Bender Road (Habitat for Humanity)	61
Second Amendment to Affordable Housing Agreement	
5.K Addendum to Jail Agreement with City of Sunnyside Interlocal Agreement Amendment with the City of Sunnyside	110
5.L Approve Voucher Listing for March 20, 2023	113
3-20-23 Voucher Listing	

6. Petitions, Protests, and Communications

6.A Board and Commission Appointments - Affordable Housing Commission	114
Daniel Witkowski appointment recommendation	
Kim Funston appointment recommendation	
D Witkowski Application	
K Funston Application	
6.B Kittitas Valley Fire & Rescue Update	

7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

- 8.A (P23-017) Closed Record Appeal Hearing to review LDC COA approval (P22-115):
Proposed Demolitions in Downtown Landmarks Historic District. 121

[P23-017 Appeal Staff Report](#)

[P23-017 Exhibit 1 Appellant Submittal with Documents](#)

[P23-017 Exhibit 2 January 25, 2023 Staff Report](#)

[P23-017 Exhibit 3 January 25, 2023 Applicant Presentation](#)

[P23-017 Exhibit 4 Kelleher January 25, 2023 Public Comments](#)

[P23-017 Exhibit 5 Signed COA](#)

[P23-017 Exhibit 6 January 25, 2023 Approved Minutes](#)

- 8.B (P23-019) Closed Record Appeal Hearing to review LDC COA approval (P22-002):
Proposed New Construction in Downtown Landmarks Historic District. 332

[P23-019 Appeal Staff Report](#)

[P23-019 Exhibit 1 Appellant Appeal Document](#)

[P23-019 Exhibit 2 Agenda Report-Merged](#)

[P23-019 Exhibit 3 January 25, 2023 Applicant Presentation](#)

[P23-019 Exhibit 4 Kelleher January 25, 2023 Public Comment](#)

[P23-019 Exhibit 5 Signed COA](#)

[P23-019 Exhibit 6 January 25, 2023 Approved Minutes](#)

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A [Ordinance 4912 \(Second reading\) Adopting New Chapter 4.14A Streateries, Parklets, and Sidewalk Cafes](#) 582
[Ordinance 4912- Streateries](#)

10. Unfinished Business

11. New Business

- 11.A [Affordable Housing Commission Recommendation on Sales Tax Funding and City Property Contribution for Affordable Housing project \(Catherine Park\)](#) 599

[HFHSKC Award Letter](#)

[Catherine Park Application](#)

[Affordable Housing Application](#)

[Project Site and Plans](#)

[CP Site Plan](#)

[1100 SF PLAN 20230126](#)

[CP Perspective](#)

[AHC 02.08.2023 Minutes](#)

[Letter from Neighbors](#)

- 11.B [Notice of Intent to commence annexation proceedings parcels 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 668633, 858633, 658633, 538633 located at Anderson Road and Umptanum Road](#) 640
[Exhibit 1 Notice of Intention](#)
[Exhibit 2 Proposed Annexation Area Map](#)
[Exhibit 3 City Suggested Annexation Boundaries Map](#)
[Exhibit 4 Comprehensive Plan Map](#)
- 11.C [Notice of Intent to commence annexation proceedings parcel 946133 located at 1501 W Dolarway Road](#) 648
[Exhibit 1 Notice of Intention](#)
[Exhibit 2 Map of Proposed Annex Area](#)

12. Miscellaneous

- 12.A Manager's Report 654
[Manager's Report 3-20-23](#)
- 12.B Councilmembers' Reports

13. Executive Session

- 13.A Per RCW 42.30.110(1)(c), to consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public.

14. Adjournment



City of Ellensburg

PROCLAMATION

National Developmental Disabilities Awareness Month

Whereas, according to the National Disability Institute, in 1987, President Ronald Reagan recognized Developmental Disabilities Awareness Month to "increase public awareness of the needs and the potential of Americans who face developmental disabilities and to provide the opportunities they need in order to live productive lives and to achieve their full potential"; and

Whereas, according to the Center for Disease Control and Prevention, developmental disabilities are defined as impairments in physical, learning, language, or behavior areas, which include Autism spectrum disorders, Cerebral Palsy, attention-deficit/hyperactivity disorder, intellectual or learning disabilities, hearing loss, vision impairment, and other developmental delays; and

Whereas, recent estimates from the CDC show that in the United States, one in six children between the ages of three and seventeen have one or more developmental disabilities. The US Census Bureau estimates 13% of the population, both in Kittitas County and Washington state is disabled; and

Whereas, in Washington State, 72% of Developmental Disabilities Administration (DDA) clients live with their parents or relatives, 10% live in their own homes, 8% are in supported living environments, and about 3.75% live in adult family homes; and

Whereas, people with disabilities are less likely to complete high school, less likely to be employed and more likely to live in poverty compared to people without disabilities; and

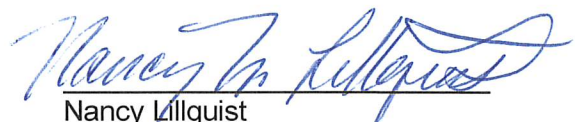
Whereas, Central Washington Disability Resources (CWDR), located in Ellensburg, is the resource agency for people with disabilities of any age and provides case management, developmental disability support groups, therapeutic swim program, skills training, counseling, assistance with housing, attendant care and advocacy.

Whereas, the mission of the Kittitas County Developmental Disabilities Advisory Committee is to foster an inclusive environment that supports residents with developmental disabilities and their families to participate in and contribute to all aspects of the community; and

Now, therefore, the City of Ellensburg does hereby proclaim March as Developmental Disabilities Awareness month encouraging all residents to be more cognizant of the talents, skills, and abilities that persons with developmental disabilities bring to our lives and to this community.

Dated this 20th day of March, 2023.


Attest:
City Clerk


Nancy Lillquist
Mayor



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

March 6, 2023

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 Councilmember Beauchamp

1. Call to Order and Roll Call

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

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Public Works and Utilities Director Lyyski, City Engineering Manager Mayo, Aquatics & Recreation Supervisor Hctor, Assistant Finance Director Bassett, Finance Director Pascoe and approximately 45 members of the public

Others present remotely via Zoom: one member of the public

2. Proclamations

2.A. Irish American Heritage Month 2023 Proclamation

The Mayor read the Proclamation for Irish American Heritage Month.

Michael Barrow, 1001 S. Chestnut St. #127, commented regarding the item.

2.B. Natural Gas Utility Workers Day 2023 Proclamation

Councilmember Winn read the Proclamation for Natural Gas Utility Worker Day.

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Elliott moved to amend the Agenda by switching items 11.A Preliminary 2022 Fourth Quarter Financial Status and Investment Reports and 11.B Reed Park Master Plan Adoption. **Motion Approved 7-0.**

Councilmember Elliott moved to approve the Agenda as amended. **Motion Approved 7-0.**

5. Consent Agenda

-
- 5.A. Approve Minutes of February 21, 2023 Regular Meeting
 - 5.B. Approve Minutes of February 24, 2023 Special Meeting
 - 5.C. Acknowledge Minutes of Boards and Commissions
 - 5.D. Approve University Way Banner Request from Court Advocates for Children - April 3 - 30, 2023
 - 5.E. Diversity, Equity & Inclusion Commission 2023 Spending Plan
 - 5.F. First Contract Amendment – Bid Call No. 2022-06 - 2022 City Property Groundskeeping
 - 5.G. Contract Amendment No. 3 - Professional Services Agreement Water System Plan and Illinois Well Outfitting Design
 - 5.H. Approve March 6, 2023 Voucher Listing

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

6. Petitions, Protests, and Communications

- 6.A. Board and Commission Appointments - PTAC
The City Manager introduced the item and Councilmember David Miller commented.

Councilmember Elliott moved to Approve appointment of Amy Spitznas to the Public Transit Advisory Commission. **Motion Approved 7-0.**

7. Citizen Comment on Non-agenda Issues

Jessica Schad, 1055 Thrushwood Drive, Utah, spoke regarding the Wellbeing Project in collaboration with Washington State University

Steve Verhey, 1801 N B Street, commented regarding downtown flags put up by the Boy Scouts and placement for the Juneteenth holiday

Michael Barrow, 1001 S Chestnut #127, commented regarding a community garden and community orchard for the Briarwood living facility.

Marsha Rorty-Greenfield, 6 Viewpoint Rd, commented regarding the affordable housing project planned for Catherine Park property

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

9.A. Ordinance 4911- Second Reading for Amendments to Ellensburg City Code
Section 9.92 (Utility Fee and Credit Schedules)

Derek Mayo, City Engineering Manager, presented information in the staff report.

Councilmember Elliott moved to Approve second reading and adoption of Ordinance 4911. **Motion Approved 7-0.**

9.B. Ordinance 4912 (First reading) Adopting New Chapter 4.14A Streateries, Parklets, and Sidewalk Cafes

Terry Weiner, City Attorney, explained his research regarding a conflict of interest for Councilmember Beauchamp and with confirmation from MRSC, it was determined there would not be a conflict of interest. He then explained the changes to the proposed ordinance and the additional changes since publication of the agenda.

Russell Colmore, 105 Benton St, Kittitas, commented regarding City assistance with eateries

Blake Collins 106 W 11th, commented regarding steps for existing streateries

Pat Kelleher, 6530 Wilson Creek Rd, commented regarding parklets, use of existing streateries and downtown parking

Written public comments were received concerning the issue by Tami Bugni, business owner and Brenda DeVore, EDA Director

There was discussion regarding the timing of the slurry work planned for downtown mid-2023.

There was discussion regarding the proposed fee changes and potential for additional future parking.

Blake Collins commented regarding the potential for slurry work in another area in town.

Councilmember Elliott moved to Approve first reading of Ordinance 4912.

Councilmember Beauchamp moved to Approve an amendment to the Ordinance in Section 4.14A.050(D) to modify the fee schedule to .80/sq ft for the structure per month, \$25 per month per parking stall, including the leasehold excise tax fees, and a \$150 annual fee. **Motion Approved 5-2 (Winn and Monica Miller voted no).**

Vote on the Main Motion as amended. **Motion Approved 6-1 (Winn voted no).**

9.C. Resolution 2023-07 Kittitas County Economic Development Strategic Plan

Heidi Behrends Cerniwey, City Manager, presented information in the staff report.

Councilmember Elliott moved to Approve adoption of Resolution 2023-07. **Motion Approved 7-0.**

10. Unfinished Business

11. New Business

11.A. Reed Park Master Plan Adoption

Heidi Behrends Cerniwey, City Manager, presented information in the staff report.

- Jeff Whitman, 2104 N Parklane Ave, commented regarding the recommended plan and the need for parking for the American Legion.
- Patrick Devney, 1001 S Chestnut #626, commented regarding the number of parking spaces and leaving the park as is
- Bob Kibler, 708 E 6th Ave., commented regarding the best views from the parking area
- Marilyn Rost, 303 S Anderson, commented on events held at the American Legion
- Joe Hill 711 E 7th Ave, commented regarding the need of parking for functions at the American Legion
- Sarah Gann 607 N Sprague St., spoke in favor of leaving the park as it is
- Albert McRae, 805 S Whitman St, spoke regarding scenarios for the park and the American Legion
- Louise Demetrescu, 1101 E Umptanum Rd, spoke against Option D of the plan
- Keith Wilant 3230 N. Reecer Creek Rd, spoke regarding the American Legion
- David Beach, 600 S Pearl St, spoke about an event at the Legion and parking availability
- Tim Paxton, 206 E Idaho St, provided pictures of parking at an event at the American Legion
- Darryl Sawyer, commented on the Legion, parking and existing issues that should be
- Pat Kelleher, 6530 Wilson Creek Rd, spoke regarding approval of the Reed Park Master Plan
- Tyrell Nielsen, 1200 E Craig Ave, spoke in support of proposed Option D in the Plan
- Jeff Demetrescu, 1101 E Umptanum, spoke in favor of leaving the park as is or favored Option A

Council asked questions of staff.

- Albert McRae, spoke regarding RV parking during Rodeo and Option A in the plan
- Patrick Devney, 1001 S Chestnut #626, commented regarding the City parking shortage
- Virginia Ronne, 1101 Ranch House Ln, spoke regarding parking for older and disabled members going to the American Legion

There was discussion regarding the option offered by Mr. Kelleher. Councilmember Goodloe requested viewing Option A again.

Councilmember Elliott recommended sending the study back to the Parks and Recreation Commission to reconsider options and parking at the American Legion.

Councilmember Winn moved to send the plan back to the Parks and Recreation Commission for review. **Motion Died for Lack of Second.**

Councilmember Elliott moved to refer the Reed Park Master Plan back to the Parks & Recreation Commission to mitigate impacts to the American Legion. **Motion Approved 7-0.**

Council recessed for a five-minute break at 9:41 pm and reconvened at 9:46 pm

11.B. Preliminary 2022 Fourth Quarter Financial Status and Investment Reports Council Jerica Pascoe, Finance Director, presented information in the two reports.

Councilmember Elliott moved to Approve accepting the 2022 4th Quarter Financial Reports as presented. **Motion Approved 7-0.**

12. Miscellaneous

12.A. Manager's Report

The City Manager reviewed the report. The 2022 Annual Report was included on the dais for Council review. A CETA audit invitation from the State Auditors was sent to Council.

12.B. Councilmembers' Reports

Councilmember Monica Miller requested an excused absence from the March 20, 2023 regular meeting.

Councilmember Elliott moved to Approve an excused absence for Councilmember Monica Miller for the March 20, 2023 meeting. **Motion Approved 7-0.**

13. Executive Session

14. Adjournment

Meeting adjourned at 10:06 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Study Session

March 6, 2023

6:00 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Study Session

The Mayor called the meeting to order and all Councilmembers were present.

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Executive Assistant LaChappelle-Mathis

Others present remotely via Zoom: Ann Bennett, WCIA

City Council Training by Ann Bennett, Executive Director, Washington Cities Insurance Authority (WCIA)

City Manager Behrends Cerniwey introduced Ann Bennett with the Washington Cities Insurance Authority, who provided the training.

Adjournment

Meeting adjourned at 6:42 pm

Mayor

ATTEST: _____
City Clerk



CITY OF ELLENSBURG	MINUTES OF ARTS COMMISSION, Regular Meeting
Date of Meeting:	February 9, 2023
Time of Meeting:	3:00pm
Place of Meeting:	CCCR and ZOOM

1. CALL TO ORDER

Chair Eyre called the meeting to order at 3:02pm

2. ATTENDANCE

PRESENT: Alex Eyre, Jerry Dougherty, Brian Kooser, Jeffrey Snedeker, Jill Scheffer

COUNCIL LIASON: David Miller

ABSENT: Courtney Blackstock,

VISITOR(S): Marie Marchand

STAFF: Josephine Camarillo

3. APPROVAL OF AGENDA

Board member Scheffer made the motion to approve the agenda, which was seconded.
Motion passed 5-0, **motion approved**.

4. CORRESPONDENCE AND CITIZEN COMMENTS

Email from Karl Schwiesow regarding Artwalk

5. GUEST SPEAKER/PRESENTER

Marie Marchand- read first draft of city poem. Please send further comments to Marie.
Public presentation set for April 25, 2023 noon-1pm at city hall.

6. APPROVAL OF MINUTES

Commissioner member Snedeker made the motion to approve January minutes, which
was seconded. Motion passed 5-0, **motion approved**.

7. BUDGET/FINANCIAL REPORT

No report

8. NEW BUSINESS

Kooser appointment to Mural Selection Committee.

Dougherty appointment to Unity Park Action team.

EAC will look into a possible code update to involve EAC in all art/mural and acquisition/relocation.

9. UNFINISHED BUSINESS

Commission vacancy: Linda Warren, previous applicant, still interested on serving on Commission.

Commission member Dougherty made the motion to appoint Linda Warren to fill vacant time remaining on Town's position till 2026, which was seconded. Motion passed 5-0, **motion approved.**

Arts and Economic Development Manager position will be posted within the next week.

10. SUBCOMMITTEE BUSINESS

A. Ellensburg Cultural Arts Program: Officially renamed "Arts Alliance", infrastructure a work in progress.

B. Funding: no report.

C. Public Art: Three remaining pieces to place in public. Dougherty provided public comment relating to Unity Park at the last meeting, architects spoke rehoming existing artwork and may reuse them in site or relocate.

D. Advocacy/Public Relations: no report.

E. Art Walk: Artist list updated; Blackstock in process of creating welcome packet.

11. ANNOUNCEMENTS

One Book One County. Big Read. KEEN partner/events

- April 29th

- May 13th Helen McCabe park

- May 6th

VMT production Play Gone Wrong was well received. EAC were publicly thanked within the script.

12. NEXT MEETING

March 9, 2023 at 4pm.

13. ADJOURNMENT

With no further discussion, meeting adjourned at 4:12pm.

Respectfully submitted,
Josephine Camarillo, Staff Liaison
Drafted: 2-9-23
Approved: 3-9-23

Retreat Notes

Committees:

- Advocacy/Public Relation (Brian/Jeff) – will meet to create time-based publication, newsletter.
- Funding (Jerry/Jill/Linda?) – need to revamp grant application; Jill will look into it. Discussion on allocation for organizations vs. individual artists, how many applications can 1 entity submit, what do other cities do
- Public Art (City Art Collection)- Jerry/Alex will ask Terry how to deaccession art pieces)
- Arts Alliance- Alex/Jeff will be involved
- Art Walk- Courtney/Jill, need new sign boards, bid from sign shop, what publicity is used

Need name badges for commissioners; Staff will get quote.

NPR ads: Along with Artwalk, could grant openings also be announced. Staff will research. Need Artwalk map/app – city wide arts calendar, businesses

Advocacy- City admission tax. EDE received money from city but needed to pay city admission tax, basically money received went back to the city. Look at code, requires producer to look at ticket sales. Code needs to be revisited.

Public Art/City Collection-

Some artworks not on display not worth its value...public sale, how to deaccession
List of unwanted items to Terry – community art giveaway

Arts Treasure Award- May/June

- Alex would like to do a call to design the award starting 2024
- suggestion, put call during event this year budget in 2024
- possibly open up nominations back to public

Alex would like to have a one stop shop for EAC collaboration/communication. What tool can be used.

Possible Subcommittee develop strategies to accomplish respective goals

Onboarding (Alex)

CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Diversity, Equity & Inclusion

Commission Meeting

February 14, 2023

3:00 PM

Council Conference Room

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call

The Chair called the meeting to order at 3:00 p.m.

Roll Call Present: Kandee Cleary, Tylene Carnell, Alex Mandujano, Teresa Divine, Mayra Colazo and Nancy Goodloe (Chair)

Also present: Nicole Klauss, Public Information Officer (Recording Secretary); Heidi Behrends Cerniwey, City Manager; Ramona Bryant, League of Women Voters; and Brenda DeVore, Ellensburg Downtown Association Director.

Absent: Daniel Amos

2. Approval of Agenda

Chair Goodloe offered an amendment to agenda, to move Brenda DeVore up on the agenda. Commissioner Cleary moved to approve the amended agenda. Commissioner Carnell seconded the motion. **Motion approved 5-0.**

3. Approval of Minutes from January 10, 2023 Meeting

Commissioner Carnell moved to approve the January 10, 2023 meeting minutes. Commissioner Cleary seconded the motion. **Motion approved 5-0.**

4. CommUNITY Presentation - EDA

Brenda DeVore from the Ellensburg Downtown Association talked about the EDA's CommUNITY Campaign, a citywide campaign focused on bringing the community together, which includes branding business can use to show a focus on unity. Campaign set to launch March 1, 2023.

5. Previous Meeting Motions And To-Do List Review

- Daniel will finalize first collaboration with CWU and City library about the Japanese American WWII Heroes event. **No updates.**
- Nicole needs to set up time for two commissioners to go to another commission meeting. **In progress.**
- Tylene will finalize sponsorship of Pride 2023. **Tylene is not on committee anymore, will relay updates.**

- Teresa and Mayra will set first meeting to plan participation in 2023 farmers market. **Going to wait on this event due to market manager's lack of availability to discuss. Move to 1-year goal.**
- Nancy will review subcommittees and individual responsibilities to commission **In progress.**
- Teresa will meet with CWU Day of Action/Block Party Committee. **Committee had an updated budget request.**
- Mayra and Alex will talk to contacts about plans for Cinco de Mayo event. **In progress, Catholic Church is planning to host event in parking lot.**
- Nancy will provide support to the Human Library event. **In progress, interviews are ongoing. Share opportunity to be a book with people you know.**
- Mayra and Tylene will work on written request to ask Council to expand commission membership. **In progress, add document to March meeting to discuss.**
- Nancy and Alex will meet with ESD & CWU to plan spring World Café event. **In progress, April 8 event being planned.**
- DEI Commission will start conversation about what is a safe community on agendas. **Not started, add to March agenda.**
- Nicole will work with DEI Commission members and IT to ensure access to City email. **Not done.**
- Nancy will talk to city manager about including nonprofits in proclamations. **Done.**

6. Subcommittee Reports

Listening Tour subcommittee sent a copy of their recommendations for standard work for the listening tours. Chair Goodloe reviewed prior to meeting and drafted suggested edits for consideration. Document with edits was reviewed at the meeting.

There was discussion about where meetings should take place (City Hall can be an option), consistent reporting format so all reports look the same, possibility of adding a virtual reporting form option, and whether questions should be separated.

Chair Goodloe sent the edited document back to the subcommittee for review, and it will come before the Commission at the March meeting.

7. Commission Member Reports

N/A

8. New Business

A. Budget Discussion

Klauss presented an update on budget recommendation from City Manager and finance team to create a spending plan to present to City Council.

Recommendation is to create a grant program to provide transparency about smaller budget requests and equitable access to funds since they are public

dollars. Smaller budget items previously being considered will go have to go through the grant process once developed.

Commissioner Divine withdrew request for funding for Day of Action event.

Commissioner Cleary motioned to split the budget 50/50 with 50% going to grants and 50% going to DEI hosted events. Commissioner Colazo seconded the motion. During discussion, Commissioner Carnell said we have a long year ahead of us and would like to have incidental funding set aside in case anything comes up. **Motion failed with 4 against and 1 abstention.**

Commissioner Cleary motioned to develop a spending plan for 2023 that allocates 50% of funds to programming (events hosted by DEI commission), 40% to grants, 10% set aside for operational or incidental expenses. Commissioner Carnell seconded. **Motion approved, 4-0, 1 abstention.**

The commission discussed lumping sponsorship opportunities in with grants for consideration. Chair Goodloe assigned Commissioner Carnell and Cleary to work on the grant subcommittee process. Klauss will put together the spending plan report to present to City Council.

- B. 2023 Proclamations/Recognition Days – Chair Goodloe briefly talked about list she created to give recognition to days without doing a proclamation. Once list is approved by City Council, the City can post celebratory posts on website and social media pages. Writing responsibilities for short posts would be shared by the commission members. Chair Goodloe asked members to review and bring suggestions to next meeting.

7. Staff Report

The March meeting is being moved to Tuesday, March 7 at 3 p.m. in the Council Chambers & Zoom.

Commissioner Cleary reported she and Commissioner Divine attended the Landmarks & Design as part of the commission visit task.

8. Public Comment

N/A

9. Preview Next Meeting March 7, 2023

- Listening Tour Subcommittee Document Updates
- Proclamations/Recognition Days
- Discuss Council request to expand commission
- Park bathroom accessibility discussion
- Begin safe community discussion

Meeting adjourned at 4:41 p.m.

Nicole Klauss

Drafted: 2/15/23

Approved: 3/7/23



Centerfuse

Ellensburg Business Development Authority
BOARD OF DIRECTORS MEETING MINUTES
Regular meeting held synchronously in-person and virtually
Wednesday, February 8, 2023
4:00-5:30 PM

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

Others present: Shannon Noel, public; Rich Elliott, Ellensburg City Council liaison; and Margaret Reich, Executive Director

1. Meeting Called To Order

The Chair called the meeting to order at 4:01 PM

2. Approval of Agenda

Motion to approve the February 2023 meeting agenda by Grant Clark, second by Del Bankston. Motion approved by unanimous vote.

3. Approval of Minutes

Motion to approve the January 14, 2023 regular meeting minutes by Del Bankston, second Grant Clark. Motion approved by unanimous vote.

4. Public Comment

None.

5. Board Business

a. Organizational Effectiveness

Grant Clark, Treasurer presented the financial reports.

Executive Director Reich informed the board of maintenance at the EBDA Business Park, a request to extend the Airport Management Office's lease, and their recent attendance at the International Economic Development Council's Leadership Summit.

The board discussed the logic model and proposed metrics.

b. Build Local Capacity

Executive Director Reich provided a brief update on the Kittitas County economic development plan including an upcoming city/county joint meeting and a 'plan launch' on March 7th. Liaison Elliott is getting a copy of the plan forwarded to CenterFuse. CenterFuse, in concert with the Ellensburg Art and Culture Alliance, is issuing an RFP



for consulting services to identify and assess artist production and performance space in Ellensburg.

c. Marketing

The board discussed the January digital reports and the anticipation of viewing year to year data. The board was advised of potential enhancements to the Start In Ellensburg website including building permitting information and the non-residential data generated by the grant funded by the USDA. The board reviewed the Key Industry Report produced by WordMaven and asked staff to review recommendation implementation.

Motion to accept the Key Industry from WordMaven by James Jankowski, second by Jennifer Lubinski. Motion approved by unanimous vote.

d. Business Recruiting & Expansion

The Executive Director provided a progress report on prospective large distribution center and grant funded projects including the USDA Non-Residential Building and Land data collection, the CERB I-90 West Interchange Private Development study, the CERB Value-Added Wood Products study, and food truck projects.

CenterFuse received notification from the Community Economic Revitalization Board (CERB) of grant award to fund a study to identify and assess production and performance space in Ellensburg.

Motion to accept the grant award from the Community Economic Revitalization Board (CERB) and authorize the Executive Director to execute grant agreement by James Jankowski, second by Jennifer Lubanski. Motion approved by unanimous vote.

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

Executive Director Reich advised the board of the availability of grant funds for electric vehicle charging stations was emailed to Kittitas County, city of Ellensburg, and city of Kittitas.

7. **Adjournment** – time 5:29 Motion to adjourn by Del Bankston

Drafted: 2/13/2023

Approved: *Del Bankston*

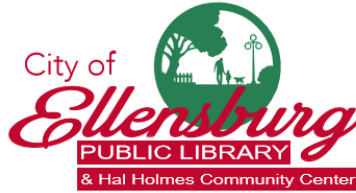
Submitted by: Margaret Reich

CITY OF ELLENSBURG

Date of Meeting:

Time of Meeting:

Place of Meeting:



LIBRARY BOARD

February 14, 2023

4:30 p.m.

City Council Chamber

Marty Blackson, Chair, term expires December 31, 2027

Loretta Gray, Secretary, term expires December 31, 2027

Mary Holmgren, term expires December 31, 2026

Andreina Delgado, term expires December 31, 2023

VACANT, term expires December 31, 2024

Andrea Sledge, term expires December 31, 2026

Mary James, term expires December 31, 2027

I. CALL TO ORDER

Blackson called the meeting to order at 4:35pm.

II. ATTENDANCE

PRESENT: Marty Blackson, Andreina Delgado, Mary Holmgren, Mary James, Andrea Sledge

COUNCIL LIASON: Sarah Beauchamp (absent)

ABSENT: Loretta Gray

VISITOR: None

STAFF: Josephine Camarillo

III. APPROVAL OF AGENDA

Board member Holmgren made the motion to approve the agenda, which was seconded. Motion passed 5-0, **motion approved**.

IV. APPROVAL OF MINUTES

Board member James made the motion to approve January minutes, which was seconded. Motion passed 5-0, **motion approved**.

V. CORRESPONDENCE AND CITIZEN COMMENTS/SUGGESTIONS

None

VI. REPORTS

A. Director's Report: (1) Staff changes were mentioned. (2) The Library celebrated its 113th birthday on January 20. (3) Youth Services had a busy month. (4) Hal Holmes hosted 60 events in January. (5) Circulation was discussed.

B. Budget Report: All looks good.

C. Friends of the Library Report: Monthly book sales are going well. Annual membership drive and member celebration meeting held on January 17, 2023.

VII. UNFINISHED BUSINESS

A. Exclusion/First Warning Database: City has new internal database to record people trespassed from city buildings. A new form also created to record trespass details.

VIII. NEW BUSINESS

A. Library Board interview panel met and interviewed three well qualified candidates on February 8, 2023. Panel recommends to council to appoint Melina Meador to Library Board.

IX. UPCOMING PROGRAMS/EVENTS

For February, the following have been scheduled: (1) Library Book Club meeting, (2) Friends of the Library meeting, (3) Jigsaw puzzle competition. A day-long staff retreat will take place on February 24.

X. UNSCHEDULED BUSINESS

A. None

XI. NEXT MEETING

March 14, 2023

XII. ADJOURNMENT

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

Respectfully submitted,
Josephine Camarillo, Staff



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Lodging Tax Advisory Committee, Regular Meeting

December 13, 2022

2:00 PM

Council Conference Room 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call

Roll Call Present: Adam Winn (remotely), Marie Smith, Lacie Dawson (remotely) and Steve Townsend.

Absent: None

Also present in person: Terry Weiner, City Attorney/Assistant City Manager, Cyndi LaChappelle-Mathis, Executive Assistant and Matt Anderson, Director of Tourism.

2. Approval of Minutes

Lacie Dawson moved to approve the minutes of 10-4-2022 and 10-19-2022 as written.

Motion approved 4-0.

3. Correspondence and Public Comment None

4. Unfinished Business

4A. Budget/Financials Review

Reviewed and acknowledged.

4B. Tourism Report

Matt gave an overview of the analytics form the My Ellensburg site. Upcoming events are Brewfest in February 2023, and craft beer and wine summits in May 2023. Matt also presented the LTAC with the option of a one or a two year Chamber contract.

5. New Business

5A. Consolidated Grant Funding.

Members reviewed and discussed the fact that the COE allocation numbers are not available from the County as this time.

Steve Townsend moved to approve allocation of City Lodging Tax funds when received by Kittitas County, not to exceed \$67,239.88 and recommend City Council approval of the resolution. **Motion Approved 4-0**

5.B Funding and Support Request by Terry Weiner, Assistant City Manager

Steve Townsend moved to allocate \$25,000 to be used to wrap/paint a mural on the water tower in honor of the 100th year anniversary of the Rodeo. **Motion Approved 4-0**

5.C Chamber Contract Discussion.

Lacie Dawson moved to proceed with the one-year contract with the Chamber. **Motion Approved 4-0**

The next regular meeting is scheduled for January 4 at 2:00 p.m.

6. Adjournment

With no further business, the meeting adjourned at 2:26 pm

Respectfully Submitted,
Cyndi LaChappelle-Mathis
Drafted: 12/13/2022
Approved: 2/8/2023



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes Planning Commission, Regular Meeting

February 9, 2023

5:45 PM

Council Conference Rm 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order

Chair Padjen called the meeting to order at 6:01 p.m.

2. Roll Call

Roll Call Present In-Person: Ed Harrel, George Bottcher, Sigrid Davison, Fred Padjen, Delano Palmer

Roll Call Present-Via Zoom: Geraldine O'Mahony, Sathy Rajendran

Absent:

Also Present: Jamey Ayling, Community Development Director, Kathy Boots, Planning Technician; Chad Bala (Applicant)

Also, Present Via Zoom:

3. Approval of Agenda

Commissioner Delano moved to Approve the Agenda. **Motion Passed 7-0.**

4. Approval of the Minutes

A. Minutes of the January 12, 2023, Planning Commission Meeting

Commissioner Rajendran made a motion to approve the minutes from January 12, 2023.

Motion Passed 7-0.

5. New Business

A. Open Record Public Hearing to consider P22-118 Annexation request for Parcel 17826 located East of Bull Road and North of Interstate 90

Ayling read staff report. Chad Bala (8521 Barnes Road) summarized the request for Annexation. The parcel is within the Urban Growth Area. Parcel owner was corrected. Teanaway Ridge is the owner. Applicant requested upon Annexation that the R-S Zone be applied. Public comment opened. The

adjacent parcel to the West is zoned R-S so it would be consistent. A large part of the lot has wetland and a pond that will be preserved. Bonus incentives were mentioned. Public comment closed. Commissioner Bottcher motioned to move the annexation forward to the City Council and adopt the R-S zone. **Motion Passed 7-0.**

6. Old Business

IOOF Annexation update. The City Councils' first reading with R-M zone was completed. Applicant put the project on hold to address some concerns. Once the applicant is ready to continue, it will go back to City Council.

7. Citizen Comment

None

8. Staff update/Discussion Items

The work plan and a Conditional Use Permit are on the agenda for the next meeting.

9. Commission Representative Update

Commissioner Padjen wanted to see the results of the density bonus usage. Staff stated he would provide the number of permits by category. Density bonus incentive is in need of being promoted and discussed with contractors.

10. Adjournment

Chairman Padjen adjourned the meeting at 6:44 p.m.
Next meeting March 9, 2023, 5:45 p.m.

Central Washington University

University Way Banner Request Form

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

Name of Event/Program: Ellensburg Rodeo

Contact Person: Megan Meeks

Phone Number: 509-962-7831

Banner Hang Dates (Monday-Sunday): Mon 8/28 - Tues 9/5, 2023

- CWU Scheduling Center has reserved the banner dates.

Phone: 509-963-1321 or 509-963-1641, Email: schedule@cwu.edu

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

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



* Example of a correctly made banner.

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

Welcome Ellensburg Rodeo
Parade Fans!

Important Notes:

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

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

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

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

City of Ellensburg approved by: _____ Date: _____

Disapproval/Reasons: _____

From: amy.mccoy@>

Sent: Tuesday, March 7, 2023 10:36 AM

To: Stacey Henderson <hendersons@ci.ellensburg.wa.us>; Jamey Ayling <aylingj@ci.ellensburg.wa.us>; Darren Reid <>

Subject: [Ext] sudden resignation

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

Commission,

It is with a heavy heart and deep regret that I will be stepping down from my role as a Landmarks and Design Chair/Commissioner as of March 28th. We have so many great things ahead of us this year and major decisions to be made that it is very difficult for me to say goodbye. As of March 15 I will begin a new career position with the City of Leavenworth. I will be vacating my Ellensburg home and become a resident of Wenatchee starting April 1.

I want to thank you for supporting me and giving me the experience that I will utilize in my future career path.

Please don't hesitate to reach out if you have any questions -especially about Murals!

Amy McCoy

Beth Leader

Subject: FW: [Ext] Parks Commission Resignation

From: Laci Harrison <laciknudson@gmail.com>

Sent: Thursday, March 9, 2023 1:14 PM

To: Brad Case <caseb@ci.ellensburg.wa.us>; City Council <citycouncil@ci.ellensburg.wa.us>

Subject: [Ext] Parks Commission Resignation

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

Dear Ellensburg City Council and Parks Director Case,

As of today I am resigning from my seat on the Parks and Recreation Commission. During my years on the commission I've enjoyed being a part of the wonderful changes coming to Ellensburg and continuing to support the existing parks and recreational opportunities for this community.

I appreciate the opportunity to serve on this commission and I've learned a great deal from the experience. I wish the council and commission success in providing more opportunities for the Ellensburg community and visitors.

--

Laci Harrison



CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	March 20, 2023
Item Title/Agenda Subject:	Washington State Opioid Litigation - Settlement of Second Lawsuit
Submitted by:	Terry Weiner City Attorney Department
Recommended Action or Motion:	Authorize the City Manager to sign Settlement Participation Form for the opioid litigation settlement, along with any other documents required to complete participation in the settlement.
Background/Summary:	Last year, the state of Washington and several Washington counties and cities settled litigation that has been pending against the manufacturers and distributors of opioids for several years. The total settlement (Opioid Settlement #1) was \$518 million, of which \$215 million was allocated to local Washington cities and counties. Each jurisdiction was awarded a portion of the settlement using a formula based on historic opioid use statistics and population. The City's share of the settlement was approximately \$205,000 to be paid out over 17 years, and the first payment was received in December 2022. Recently, the state of Washington reached a settlement (Opioid Settlement #2) in a second lawsuit involving primarily pharmacies that distributed opioids (e.g., Walmart, Walgreens, CVS, etc.). The local government share of the settlement is approximately \$217 million, so Ellensburg's share is expected to be similar to that to be received from last year's settlement - slightly more than \$200,000 - to be paid out over 15 years. As with Opioid Settlement #1, the new settlement will only be finalized after 100% of litigating Washington local governments and 90% of non-litigating Washington local governments (like Ellensburg) with a population over 10,000 agree to the settlement by the deadline of April 18, 2023.
Previous Council Action:	June 21, 2022 - City Council approved participation in Opioid Settlement #1.
Analysis:	Per the settlement documents, Ellensburg's share of the

settlement is based on the same pre-determined formula used in Opioid Settlement #1, or 0.0955824915% of the settlement. Based on a settlement of \$217 million, Ellensburg's share will be approximately \$207,414. If the settlement is approved by all Washington jurisdictions, the first payment will be made later this year.

Local governments will be able to choose from a broad array of strategies to combat the epidemic. As examples, this includes:

- Supporting individuals in treatment and recovery, including providing comprehensive wrap-around services to individuals with opioid use disorder, including housing, transportation, education, job placement, job training or childcare;
- Addressing the needs of pregnant women and their families, including those with babies with neonatal disorder;
- Preventing opioid misuse, overprescribing and overdoses through, among other strategies, school-based and youth-focused programs, public education campaigns, increased availability and distribution of naloxone and other drugs that treat overdoses, additional training and enhancements to the prescription drug monitoring program; and
- Supporting first responders, among other strategies.

Settlement #1 required the establishment of "Opioid Abatement Councils" (OAC) throughout geographic regions in the state. Kittitas County and Ellensburg are located within the Greater Columbia Region group of local jurisdictions, which has met several times since last year and are in the process of formally establishing an OAC. Oversight of funds from Settlement #2 will also be through this soon-to-be-established OAC.

In addition, City and Kittitas County staff have been meeting to discuss pooling settlement resources to help address opioid-related substance use disorder issues. It's likely some of the settlement funds will also be used by EPD for enforcement related to drug crimes. City staff will bring back a recommendation for use of the funds to City Council in the near future.

Financial Impact:

The distribution of the settlement funds is restricted for certain purposes established by the settlement documents and will be monitored by the OAC. Each local jurisdiction, however, may decide how to use the funds.

Attachments:

[State Cover Letter-Opioid Settlement](#)
[Settlement Participation Form CVS](#)
[Settlement Participation Form Teva](#)
[Settlement Participation Form Walgreens](#)
[Settlement Participation Form Walmart](#)
[Settlement Participation Form Allergan](#)

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Ellensburg city, WA
Reference Number: CL-393436

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE IN FIVE NEW OPIOID SETTLEMENTS

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*Settlements*") have been reached with Teva, Allergan, CVS, Walgreens, and Walmart ("*Settling Defendants*"). These new Settlements are in addition to the prior settlement with the opioid distributors, and you will need to sign new settlement documents to join.

The Washington Attorney General's Office strongly encourages you to join these new Settlements. As with the opioid distributor settlement, half of the Washington share of the settlement proceeds will be directed to Washington local governments for you to make decisions on how to remediate the opioid crisis in your communities.

The Settlements are contingent on a very high percentage of Washington cities and counties joining the Settlements. If you do not join, the Settlements may not be finalized. Even if enough cities and counties join so that the Settlements are finalized, your refusal to join would still substantially lessen the amount Washington receives. The deadline for joining the Settlements by signing the required documents is Tuesday, April 18, 2023.

How to join the settlements

In the electronic envelope attached to this email, you will find the documents that your local government needs to execute. Please sign these documents and return them to the Implementation Manager:

- *Participation Forms* for the (1) Teva, (2) Allergan, (3) CVS, (4) Walgreens, and (5) Walmart settlements, which include a release of any claims. To join the Settlements, you need to sign and submit each of these Participation Forms.
- *Allocation Agreement II*. This is an agreement between the State and Washington local governments to split the settlement proceeds for these five Settlements, with 50% going to the State and 50% going to the local governments. The local government share then will be split based on the One Washington Memorandum of Understanding, which is attached to the Allocation Agreement II.

You can return the executed *Participation Forms* and *Allocation Agreement II* to the Implementation Administrator in one of the following ways:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* and *Allocation Agreement II* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning the documents and is strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to use DocuSign, the signed *Participation Forms* and *Allocation Agreement II* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before **April 18, 2023**, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

How to learn more about these settlements

This AGO press release has information on the five new Settlements and estimates of Washington's settlement share if the settlements are finalized, all eligible Washington local governments join, and all conditions are met:

<https://www.atg.wa.gov/news/news-releases/ag-ferguson-files-lawsuits-against-three-national-pharmacy-chains-their-role>.

Additionally, the AGO is coordinating with WSAC and AWC to host informational meetings about the settlements in February 2023, and more information on those meetings will follow.

You also may wish to consult with your own legal counsel.

If you have questions about this communication or the settlements, please contact Jeff Rupert, the Division Chief for the AGO's Complex Litigation Division, at 206-389-2116 or Jeffrey.Rupert@atg.wa.gov. The AGO will be monitoring the sign-on progress and encouraging all eligible local governments in Washington to join.

Information and documents regarding the *New National Opioid Settlements* can be found on the national settlement website at <https://nationalopioidsettlement.com/>.

What are the next steps after the April 18, 2023 deadline?

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

If the Settlements are finalized, the payment terms and payment schedule for the settlement proceeds is specified in each Settlement.

The sign-on period for subdivisions ends on April 18, 2023.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Ellensburg city	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Ellensburg city	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Ellensburg city	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Ellensburg city	State: WA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity: Ellensburg city	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	March 20, 2023
Item Title/Agenda Subject:	Resolution 2023-08 Approving Tuam Properties, LLC Street Tree Removal Request at 709 N Poplar Street
Submitted by:	Erin McGowan Public Works & Utilities
Recommended Action or Motion:	Adopt the attached resolution authorizing Leona Hollis of Tuam Properties, LLC to remove the designated street trees.
Background/Summary:	There are four street trees located at 709 N Poplar Street. The property owner is proposing to remove three of the trees due to safety concerns and overcrowding. Overcrowding of trees often results in branches or entire trees dying out due to competition for sunlight and water. The trees are two (2) Silver Maple and, one (1) Siberian Elm. <u>Tree Condition:</u> All three trees have grown as multi-stemmed clumps with unbalanced crown growth due to being shaded out by the neighboring trees. The trees range in condition from poor to fair. Both the Siberian Elm and the smaller Silver Maple are in poor condition and suffer from stunted growth and poor branching habits. The larger Silver Maple is in fair condition but has signs branch dieback and recent branch failures. <u>City Infrastructure damage:</u> None known. <u>Tree Maintenance Activity by the City:</u> None known. <u>Species suitability to the location:</u> Both Siberian Elms and Silver Maples are identified as varieties prohibited for planting in the right-of-way. They can be invasive and are weak wooded making them prone to storm and wind damage. <u>Private damage claims processed by the City:</u> None known.
Previous Council Action:	None
Analysis:	Removal of the trees is appropriate. Co-dominant stems increase the potential for scaffold branch failures, and the tree overcrowding has resulted in branch dieback due to shading from competing trees.
Financial Impact:	None for the City. The cost will be borne by the applicant.

Attachments:

709 N Poplar St - Tuam Properties LLC Removal Request

709 N Poplar - Tuam Properties LLC Street Tree Removal - Graphics

Resolution 2023-08 709 N Poplar Street Tuam Properties LLC Tree Removal

March 2, 2023

City of Ellensburg
City Arborist
Public Works & Utilities Department
501 N. Anderson Street
Ellensburg, WA 98926

Re: Street Tree Removal

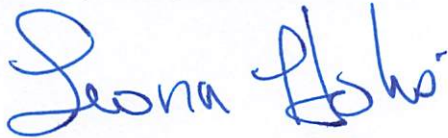
Dear Ellensburg Arborist,

This letter is submitted pursuant to Ellensburg's Tree Removal Process. Tuam Properties, LLC, recently purchased the real property located at 709 N. Poplar Street, at the corner of East 8th Ave., and North Poplar. The property appears to have been abandoned for some time and we are in the process of removing garbage and debris, as well as cleaning up and or removing diseased trees and brush from the property. We are coordinating with the Kittitas Noxious Weed Board in the removal of invasive species along the alleyway and have discussed with Erin McGowan the process of replacing trees in the City right of way.

There are four maple trees in the right of way at the southeast side of the lot. We wish to remove three of these maples and propose to keep the northern most maple, which is the largest to the four trees. The tree stumps will be removed or they will be ground below ground level. The trees we are asking to remove appear to have been volunteers from the larger maple. The trees have not been maintained and therefore are misshapen, too close together, and are not aesthetically appealing. Because they were not maintained they pose the threat of having limbs break off during wind or snow events.

We will replace the three trees with new trees within two months, and anticipate coordinating this process with the City, per ordinance.

Thank you for your consideration,



Leona Hollis
Managing Member
Tuam Properties, LLC
10161 Upper Badger Pocket Road
Ellensburg, WA 98926
(425) 208-6531
leonaanne@gmail.com

709 N Poplar Street – Tree Removal Graphics



RESOLUTION NO. 2023-08

A RESOLUTION of the Ellensburg City Council authorizing Leona Hollis of Tuam Properties, LLC to remove three street trees located at 709 N Poplar Street;

WHEREAS, ECC 4.36.380 requires that any person, firm or corporation may apply for the removal of street trees, subject to city council approval, under such conditions and requirements as set forth in the Ellensburg City Code;

WHEREAS, Tuam Properties, LLC has requested permission to remove three street trees;

WHEREAS, the City Stormwater and Street Tree Utility Program Manager has reviewed the condition of the trees and the proposed replanting of the trees, and recommends the City Council authorize removal of the trees;

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

Section 1. Tuam Properties, LLC is authorized to remove three street trees located at 709 N Poplar Street. Approval is conditioned upon Tuam Properties, LLC first receiving a Street Tree Permit and Public Works Permit from the City of Ellensburg Public Works & Utilities Department for removal of the trees at Tuam Properties, LLC's expense including removal of the stumps, and replanting three street trees from the City's Street Tree List in the City right of way in an approved location, within one year.

Section 2. A \$800 refundable deposit shall be posted prior to the issuance of the Street Tree Permit to assure replacement of the trees.

Section 3. Removal of the stump shall be done within 30 days of the removal of the tree.

ADOPTED by the City Council of the City of Ellensburg this March 20, 2023.

MAYOR

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: March 20, 2023

Item Title/Agenda Subject: Budget Adjustments for Community Access Television (CATV) Fund for Capital Equipment Replacement, SD to HD Broadcast Conversion, and Related Expenditures in support of Ellensburg Community Television (ECTV)

Submitted by: Ben Faubion Information Technology

Recommended Action or Motion: Approve the necessary budget adjustments for CATV Capital equipment replacement, SD to HD Broadcast conversion, and related expenditures.

Background/Summary: The City of Ellensburg recently negotiated a new franchise agreement with Charter which was approved on November 7, 2022. As part of the franchise agreement, Charter provided a one-time PEG grant of \$64,812 and Charter will collect \$.03 per subscriber per month to remit to the City as an additional PEG capital contribution. This would amount to approximately \$830/year based on the current subscriber base.

One of the significant issues was the City's desire to have its PEG channel converted by Charter from a standard definition (SD) signal to a high definition (HD) signal. Charter agreed to the HD conversion in exchange for the City paying Charter's equipment conversion costs of \$10,542.87. This HD upgrade will greatly enhance ECTVs broadcast quality.

Further, the CATV fund has contributed limited funding to the Information Technology Internal Service Fund for equipment replacement, and expenditures from that fund will support CATV capital replacement needs.

Previous Council Action: City Council approved the new franchise agreement with Charter on November 7, 2022.

Analysis: As a result of the new franchise agreement, the City will receive a one-time PEG grant of \$64,812 and ongoing PEG capital contributions of approximately \$830/year. The PEG capital contributions will be accounted for in the 2023-24

Biennial Budget.

Additional expenditure authority of \$64,812 is needed in the CATV Capital Fund, which will be offset by Franchise Fee revenues, with no resulting impact on the ending fund balance. Additionally, \$10,542.87 of expenditure authority is needed in the CATV Operating Fund to pay for the conversion from SD to HD. There is sufficient fund balance in that fund to accommodate this expenditure and maintain an adequate budgeted ending fund balance within the compliance thresholds of the City's fund balance policies.

Finally, additional expenditure authority of up to \$40,000 is needed in the IT Internal Service Fund to supplement equipment replacement needs for ECTV, as well as related expenditures for the broadcast of Council meetings and other events in the Council Chambers. These funds have been collected as part of the IT Replacement funds, and the expenditures will maintain an adequate anticipated ending fund balance within the compliance thresholds of the City's fund balance policies.

Financial Impact:

The total expenditure authority needed for the proposed budget adjustments is \$115,354.87. This includes \$64,812 in the CATV Capital Fund, \$10,542.87 in the CATV Operating Fund, and up to \$40,000 in the IT Internal Service Fund.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	March 20, 2023
Item Title/Agenda Subject:	Second Amendment to the Affordable Housing Agreement with 113 West Bender Road (Habitat for Humanity)
Submitted by:	Terry Weiner City Attorney Department
Recommended Action or Motion:	Authorize the City Manager to execute the Second Amendment to the Affordable Housing Agreement with 113 West Bender Road and the exhibits attached to the amendment.
Background/Summary:	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. The application was reviewed by the City Affordable Housing Commission and approved by City Council on December 6, 2021. The project, known as "Stuart Meadows," is now underway through "113 W Bender Road, LLC," an affiliate of Habitat for Humanity. As part of the project funding, the City successfully applied for a state Department of Commerce grant, Connecting Housing to Infrastructure ("CHIP") to help fund certain Stormwater utility improvement. The grant, for \$395,000, will be passed through to the Stuart Meadows project on a reimbursement basis.
Previous Council Action:	December 6, 2021 - Council approved the Affordable Housing Agreement with 113 W Bender Road LLC for the Stuart Meadows project. A minor amendment to the Agreement was made on February 15, 2023.
Analysis:	The proposed Second Amendment to the Affordable Housing Agreement will add the value of the CHIP grant, \$395,000, to Agreement, as well as be incorporated into the Promissory Note and Deed of Trust that protect the City's investment in the Stuart Meadows project.

Financial Impact:

No direct financial impact results from approval of the Second Amendment to the Affordable Housing Agreement. Budgeted 2023 expenditures and revenues will both need to increase by \$395,000 to accommodate the pass-through reimbursements.

Attachments:

[Second Amendment to Affordable Housing Agreement](#)

**SECOND AMENDMENT TO AFFORDABLE HOUSING AGREEMENT
(113 West Bender Road)**

THIS SECOND AMENDMENT TO AFFORDABLE HOUSING AGREEMENT (the "**Amendment**") dated for identification purposes only as of March 20, 2023, is entered into by and between the **CITY OF ELLENSBURG**, a municipal corporation ("**City**") and **113 W BENDER ROAD LLC**, a Washington limited liability company (the "**Developer**").

Recitals

A. The City and Developer are parties to an Affordable Housing Agreement dated December 6, 2021 (the "**Affordable Housing Agreement**") pursuant to which Developer agreed to acquire from City and develop with affordable housing certain real property commonly known as 113 West Bender Road, Ellensburg, Washington (the "**Property**"). The Affordable Housing Agreement, as amended by a First Amendment to Affordable Housing Agreement dated February 1, 2022, is collectively referred to herein as the "**Agreement**". All capitalized used but not otherwise defined herein have the meanings given in the Agreement.

B. On February 28, 2022, City conveyed the Property to Developer pursuant to a Statutory Warranty Deed recorded under Kittitas County Auditor's No 202203010052. The Property had a fair market value of Three Hundred Forty Thousand and 00/100 Dollars (\$340,000) (the "**Property Value**"). The Property is subject to a Regulatory Agreement dated February 28, 2022 and recorded under Kittitas County Auditor's Recording No. 202203010053 (the "**Regulatory Agreement**") pursuant to which use of the Property is restricted to affordable housing for a period of fifty (50) years.

C. Contemporaneously with the Property conveyance, City loaned Developer Seven Hundred Sixty-Five Thousand and 00/100 Dollars (\$765,000) (the "**City Loan**") to develop affordable housing on the Property. The Property Value and the City Loan are evidenced by a Promissory Note dated February 28, 2022, made by Developer in favor of City for One Million One Hundred Five Thousand and 00/100 Dollars (\$1,105,000) (the "**City-Developer Note**"). The City-Developer Note is secured by a Deed of Trust dated February 28, 2022 made by Developer, as grantor, for the benefit of City, as beneficiary, and First American Title Insurance Company, as trustee, which encumbers the Property and was recorded under Kittitas County Auditor's Recording No. 202203010054 (the "**City-Developer Deed of Trust**").

D. The Washington State Department of Commerce ("**Commerce**") awarded the City a Three Hundred Ninety-Five Thousand and 00/100 Dollars (\$395,000) Connecting Housing to Infrastructure grant ("**CHIP Grant**") to support construction of certain stormwater utility improvements on the Property (the "**Stormwater Improvements**"), as required under the Capital Agreement between the City and Commerce with a start date of July 1, 2021, a copy of which is attached hereto as Exhibit A ("**CHIP Contract**").

E. Developer intends to construct the Stormwater Improvements for the Property. The City wishes to fund that construction by making a loan to Developer in the amount of the CHIP Grant (the "**CHIP Loan**"). The City shall disburse the CHIP Loan to Developer in installments, based upon the progress toward completion of the Stormwater Improvements (each a "**CHIP Loan Installment**"). The parties now wish to amend the Agreement to incorporate Developer's obligations regarding the CHIP Loan Installments and the conditions for disbursement of such funds.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

1. **Definitions.** Section 1 of the Agreement is hereby amended as follows:

(i) **New Definitions.** The following definitions are added to Section 1.1 of the Agreement:

“CHIP Contract” means the Capital Agreement between the City and Commerce with a start date of July 1, 2021, for the Connecting Housing to Infrastructure Program grant awarded to City by Commerce in the amount of the CHIP Note, a copy of which is attached to the Second Amendment to Affordable Housing Agreement.

“CHIP Note” means a promissory note substantially in the form attached to the Second Amendment to the Affordable Housing Agreement that evidences a loan from City to Developer in the amount of Three Hundred Ninety-Five Thousand and 00/100 Dollars (\$395,000) to fund construction of the stormwater improvements described in the CHIP Contract.

“Second Amendment to the Affordable Housing Agreement” means the Second Amendment to the Affordable Housing Agreement by and between City and Developer dated as of March 20, 2023.

(ii) **Amended Definition of City Developer Deed of Trust.** The definition of “City-Developer Deed of Trust” in Section 1.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

“City-Developer Deed of Trust” means the Deed of Trust dated February 28, 2022, made by Developer, as grantor, in favor of the City, as beneficiary, and First American Title Insurance Company, as trustee, which encumbers the Property and was recorded under Kittitas County Auditor’s Recording No. 202203010054, as amended by an Amendment to the City-Developer Deed of Trust substantially in the form attached to the Second Amendment to Affordable Housing Agreement.

(iii) **Amended Definition of Project Documents.** The definition of “Project Documents” in Section 1.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

“Project Documents” means, collectively, this Agreement (as amended), 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, the Homebuyer Junior Note, and the CHIP Note.

2. **Construction of Stormwater Improvements.** Developer shall construct the Stormwater Improvements in accordance with the requirements of the CHIP Contract. Developer shall submit Applications for Disbursement of the CHIP Loan Installments to Developer with the information required under Section 2.1.3.3 of the Agreement. Subject to satisfaction of the conditions set out in Section 3 of this Amendment, City shall disburse each CHIP Loan Installment to Developer. Developer shall apply all CHIP Loan Installments to costs incurred to construct the Stormwater Improvements.

3. **Conditions Precedent of Disbursement.** City shall disburse the CHIP Loan to Developer in installments, based upon the progress toward completion of the Stormwater Improvements, upon satisfaction of each and every one of the following conditions precedent (the “***CHIP Loan Conditions Precedent***”), as determined by the City Manager in good faith:

(i) **Application for Disbursement.** Developer’s execution and delivery of an Application for Disbursement for costs incurred to construct the Stormwater Improvements which satisfies the requirements of Section 2.1.3.3 of the Agreement.

(ii) **CHIP Loan Documents.** Developer’s execution and delivery to City of the following loan documents for the CHIP Loan:

(a) A promissory note substantially in the form attached hereto as Exhibit B to evidence the CHIP Loan (the “***CHIP Note***”); and

(b) An amendment to the City-Developer Deed of Trust substantially in the form attached hereto as Exhibit C (the “***City Developer Deed of Trust Amendment***”).

(iii) **Recording of Deed of Trust Amendment.** Developer’s recording of the City Developer Deed of Trust Amendment in the official records of Kittitas County, Washington, at Developer’s sole cost.

(iv) **Corporate Resolution.** Delivery to City of a certified copy of the resolution of the board of directors (or authorized executive committee) of Habitat for Humanity Seattle-King County, in its capacity as manager of Developer, authorizing or ratifying the CHIP Loan and execution of the CHIP Note, CHIP Deed of Trust Amendment, and this Amendment.

(v) **Developer Certificate.** For each Application for Disbursement of a CHIP Loan Installment, Developer’s execution and delivery to City of a Developer Certificate confirming that (a) all representations and warranties of Developer contained in the Agreement are correct, (b) no Event of Default by Developer shall have occurred under the Agreement or any Program Document, (c) 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 the Agreement or any Program Document, (d) Developer is in compliance with the Agreement, and (e) the Stormwater Improvements related to such CHIP Loan Installment have been substantially completed in accordance with the CHIP Contract.

All conditions set forth in this section are for the City’s benefit only and City Manager may waive all or any part of such rights by written notice to Developer. Disbursement of a CHIP Loan Installment to Developer shall constitute Developer’s certification, to the best of Developer’s knowledge, that all CHIP Loan Conditions Precedent for the particular installment have been satisfied.

4. **Developer Notice Address.** Developer's address in Section 8.5 of the Agreement is hereby deleted and replaced in its entirety with the following:

If to Developer: 113 W Bender Road LLC
c/o Habitat for Humanity Seattle-King County
500 Naches Avenue SW, Suite 200
Renton, Washington 98057
Attention: CEO

5. **Exhibits.** Exhibits A, B and C attached hereto are incorporated into this Amendment and the Agreement by this reference.

6. **Amendment Limited.** This Amendment and all Exhibits attached hereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior oral or written understandings, agreements, promises or other undertakings between the parties regarding that subject matter.

7. **Conflicts.** This Amendment shall control over any conflicting terms in the Agreement.

8. **Counterparts.** This Amendment may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date(s) specified below.

DEVELOPER:

113 W BENDER ROAD LLC, a Washington limited liability company

By: Habitat for Humanity Seattle-King County, a Washington public benefit corporation, its Manager

By: 

Brett D'Antonio

Its: Chief Executive Officer

Dated: 3/8/2023

By: 

Patrick Sullivan

Its: Chief Operating Officer

Dated: 3/8/2023

CITY:

CITY OF ELLENSBURG, a Washington municipal
corporation

By: _____
City Manager
Dated: _____

EXHIBIT A
(CHIP Contract)



Capital Agreement with

City of Ellensburg

through

America Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds -

Connecting Housing to Infrastructure Program (CHIP)

Purpose:

To support the construction of affordable housing by paying for utility infrastructure improvements at the Stuart Meadows development.

Start date: July 1, 2021

SCOPE OF WORK

Funds awarded under this grant will be used for \$395,000 in capital expenditures for the Stuart Meadows project, an 18-unit single family home project in a community land trust, with 15 affordable units. The location of the project is: 113 West Bender Road, Ellensburg, WA 98926. Project activities will include and be limited to the construction of the following utility improvements:

- Stormwater utility improvements: A requirement for this project is to install 350 feet of new 12" storm drain pipe to manage the storm water from the installation of the road and sidewalk. All storm water will be treated with an onsite storm detention pond. All impervious materials must lead to the stormwater pond and are part of the total scope of work to meet the City standards. The total cost for this improvement is \$395,000.

This project is expected to be complete by December 1, 2024.

The "Copyright Provisions", Section 16 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

Based on the criteria within the state capital budget, SSB 1080 Sec 1074, (Laws of 2021), and criteria developed by Commerce to ensure the terms of the appropriation are met, all grants must meet the following criteria:

- Applicant must be a city, county or public utility district, applying in coordination with the developer of a multi-unit affordable housing project, located within a jurisdiction that imposed a sales and use tax under RCW 82.14.530(1)(a)(ii), 82.14.530(1)(b)(i)(B), 82.14.540, or 84.52.105.
- The utility project must serve new multi-unit affordable¹ housing projects that serve and benefit low-income households.² If the project is a mixed-income project, the affordable portion of the development must be at least 25%.
- The affordable housing project should be part of a program that will monitor affordability for a minimum of 25 years, such as the Housing Trust Fund, low-income housing tax credits, housing authority, or a city monitoring process. A covenant and/or note and deed of trust may be required as part of securitization to ensure affordability.

¹ "Affordable housing" has the same meaning as in RCW 43.185A.010, and means residential housing for rental occupancy which, as long as the same is occupied by low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent of the family's income. In the context of homeownership, the definition from the Housing Trust Fund Handbook applies (Section 701.7): "affordability occurs when a household's monthly housing costs are generally no more than 38 percent of monthly household income and total debt is no more than 45 percent of monthly household income. Housing costs include mortgage principal, interest, property taxes, homeowner insurance, homeowner association fees, and land lease fees, as applicable. Total debt includes other debt and utilities."

² "Low-income household" has the same definition as in RCW 43.185.010(6), and means a single person, family or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for the county where the project is located.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

Nancy Lillquist, Mayor

DATE

How this project meets criteria for APRA SLFRF Projects

This project aligns to the Expenditure Category 3 of ARPA SLRF, services to Disproportionately Impacted Communities, Housing Support: Affordable Housing EC 2.15.³ Under ARPA's SLFRF guidance, funding for this grant falls under the category of responding to "*Public Health and Economic Impacts*" of the COVID-19 public health emergency. Within that category of eligible actions, this program is intended to "*Building Stronger Communities through Investments in Housing and Neighborhoods*" by serving those communities that were hardest hit by the pandemic through investments in affordable housing development. Eligible services include: *Affordable housing development to increase supply of affordable and high quality living units*. Supporting the development of affordable housing is important to address a limited supply of housing, some of which is inadequate, or of poor quality.⁴ The Interim Final Rule supports this finding by stating that "both the public health and economic impacts of the pandemic have fallen most severely on communities and populations disadvantaged before it began" including "low income communities, people of color, and Tribal communities."⁵

³ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

⁴ See specific language at printed pages 26795 and 26796 of the Interim Final Rule to implement the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under ARPA).

⁵ Ibid, page 26787.

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT

Type of Funding	Source Description and purpose	Amount [[Original Contract Amount]]
CHIP Grant	Washington State Department of Commerce	
Other Grants		
Grant #1		
Grant #2		\$
Total Other Grants		\$0.00
Other Loans		
Loan #1		\$
Loan #2		\$
Total Loans		\$0.00
Other Local Revenue		
Source #1		\$
Total Local Revenue		\$0.00
Other Funds		
Source #1		\$
Source #2		\$
Total Other Funds		\$0.00
Total Project Funding		\$0.00

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

Nancy Lillquist, Mayor

DATE

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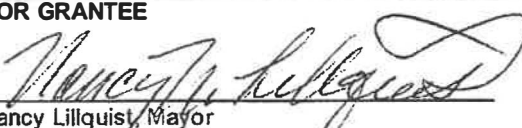
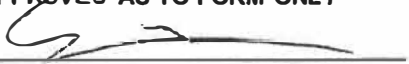
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Contract Number: 22-96720-212

**Washington State Department of Commerce
Local Government Division
Community Assistance & Research Unit
ARPA State and Local Fiscal Recovery Funds Grant**

1. Grantee City of Ellensburg 501 North Anderson Street Ellensburg, WA 98926		2. Project Name and Address Stuart Meadows 113 West Bender Road Ellensburg, WA 98926	
3. Grantee Representative Jamey Ayling Planning Manager (509)925-8653 aylingj@ci.ellensburg.wa.		4. COMMERCE Representative Eric Guida CHIP Program Manager (360)725-3044 eric.guida@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$395,000	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐	7. Start Date July 1, 2021	8. End Date June 30, 2023
9. Federal Funds (as applicable) \$395,000		Federal Agency US Dept. Treasury ALN (CFDA #): 21.027	
10. SWV # 0008367-00	11. UBI # 192-000-016	12. DUNS # 60041985	13. UNIQUE ENTITY ID #
14. Grant Purpose The outcome of this performance-based Grant Agreement is to undertake the construction of utility infrastructure improvements as referenced in Attachment A – Scope of Work for the Stuart Meadows project.			
COMMERCE, defined as the Department of Commerce and Grantee acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Certification of Availability of Funds to Complete the Project, Attachment "C" – Certification of the Payment and Reporting of Prevailing Wages,			
FOR GRANTEE  Nancy Lillquist, Mayor <u>10-17-2022</u> Date APPROVED AS TO FORM ONLY  Name <u>10-18-2022</u> Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY  Sandra Adix Assistant Attorney General <u>March 31, 2022</u> Date	

DECLARATIONS

CLIENT INFORMATION

GRANTEE Name: City of Ellensburg
Grant Number: 22-96720-212

PROJECT INFORMATION

Project Name: Stuart Meadows
Project Address: 113 West Bender Road
Project City, State Zip Code: Ellensburg, WA
98926

GRANT INFORMATION

Grant Amount:	\$395,000
Appropriation Number:	2021 Washington State Capital Budget SSB 1080, Section 1074
Re-appropriation Number (If applicable):	
Grant End Date:	June 30, 2023, if funds are not re-appropriated. Grant End Date may be extended contingent on reappropriation
Biennium:	2021-2023
Biennium Close Date:	June 30, 2023
Earliest Date for Reimbursement:	March 3, 2021
Time of Performance:	In accordance with Special Terms and Conditions Number 4

FUNDING INFORMATION

Federal Funding:	Sec. 602 Coronavirus State Fiscal Recovery Funds of Title VI of Social Security Act as added by American Rescue Plan Act of 2021 (ARPA or "Act"), Title IX, Subtitle M, Sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq.
Federal Award Agency:	US Department of Treasury
Amount of Federal Funds Obligated by this Action:	\$395,000

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

Extension of Grant Upon Reappropriation.

Notwithstanding General Term and Condition No. 4, the End Date of this Grant may be extended upon written notice to Grantee from Commerce for a period of time consistent with the effective date of any re-appropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In Commerce's sole discretion, after review of any funding re-appropriation terms and applicable Federal law or guidance, a contract amendment in accordance with General Term and Condition No. 4 may be required to extend the End Date.

Last revision 11/23/2021

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

1. AUTHORITY

Funding for this Grant has been provided in the 2021-2023 biennial state Capital Budget, SSB 1080, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq. The parties anticipate that funding under this Grant that is unexpended in the 2021-23 state biennium may be re-appropriated in future biennia, subject to Federal requirements.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Identification Number (FAIN): SLRF0002
Total amount of the federal award: \$395,000

Federal Awarding Agency: US Department of Treasury
Research & Development (R&D): award will not be used for R&D

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the America Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Commerce."

3. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

4. PERIOD OF PERFORMANCE, COSTS INCURRED, REIMBURSEMENT

- a) Period of Performance. The initial period of performance for this award begins on the date hereof and ends on June 30, 2023. If unexpended funds under this Grant are re-appropriated, the period of performance (Contract End Date) will be extended to not later than October 30, 2026.
- b) Costs Incurred Period. As set forth in Treasury's implementing regulations, Grantee may use funds awarded under ARPA to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024. Pursuant to Federal rules, a cost shall be considered to have been incurred if the Grantee has incurred an obligation with respect to such cost by December 31, 2024. All change orders for which reimbursement is requested must be executed on or before December 31, 2024.
- c) Reimbursement Period. All requests for reimbursement of eligible costs incurred between March 3, 2021 and December 31, 2024 payable from ARPA funds must be submitted to COMMERCE by the earlier of October 30, 2026 or 30 days prior to the Contract End Date.

5. COMPENSATION

COMMERCE shall pay an amount not to exceed the total contract amount listed on the contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

6. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal. The Invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The Invoice shall include the Grant Number listed on the contract Face Sheet.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or if work is not completed or Grant terminated, within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Additional Special Terms and Conditions set forth in the Declarations page above.

Each request for payment must be accompanied by:

- a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.
- Any documentation of costs, and prevailing wage as per section 8 of the Special Terms and Conditions and Attachment C, CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES.
- A reportable expenses form as detailed in Section 7 of Special Terms and Conditions, SUBCONTRACTOR DATA COLLECTION.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Withholding

At its sole discretion, COMMERCE may withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

7. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

8. COMMERCIAL PREVAILING WAGE FOR UTILITY CONNECTIONS

Any utility connections from the exterior of the building to the main sewer and water lines or stormwater facilities must be paid commercial prevailing wage. See General Term and Condition #30 for documentation.

9. HISTORICAL OR CULTURAL RESOURCES, HUMAN REMAINS

CHIP projects are subject to the requirements of Washington State Governor's Executive Order (GEO) 21-02 "Archaeological and Cultural Resources". CHIP Grantees will cooperate with Commerce to fulfill the requirements of GEO-21-02. Commerce will delegate consultation authority to the grantee by letter, and each project must complete the EZ-1 Form to comply with the GEO 21-02. In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, the Grantee or subcontractor shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. If human remains are discovered, the Grantee shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe's cultural staff or committee.

10. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

1. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
2. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the Federal Audit Clearinghouse, <https://facides.census.gov/Account/Login.aspx>

11. DEBARMENT

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- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE. Grantees should review section 14 of the Special Terms and Conditions for information on documenting that any subcontractors are not on the federal debarment list.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

13. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- A. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, but are not necessarily limited to the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are

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inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - x. Prohibition on certain telecommunications and video surveillance services or equipment 2 CFR § 200.216.
- C. Statutes and regulations prohibiting discrimination applicable to this award include, but are not necessarily limited to the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- vi.

14. FEDERAL EXCLUSION

These terms add to the terms in Section 12 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Grantee also agrees to access the Federal Exclusion List at www.sam.gov and

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provide Federal Exclusion documentation to Commerce and to keep a copy on file with the Grantee's project records.

15. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

By signing this Grant, the Grantee accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid Unique Entity Identifier (UEI) is required. The Grantee is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Grantee must remain registered in the SAM database after the initial registration. The Grantee is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Grantee shall provide evidence documenting registration and renewal of SAM registration to Commerce.

In the event of the Grantee's noncompliance or refusal to comply with the requirement stated above, Commerce reserves the right to suspend payment until the Grantee cures this noncompliance.

16. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

17. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement to assure affordability when the CHIP grant program contributed to the project, unless monitored by another funder. The funding for this program, [SB 5651 (section 1032), laws of 2021] requires that projects serve and benefit low-income households, and requires affordability for at least 25 years. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

18. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the

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subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture provision).

19. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture Provision).

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

21. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

22. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages

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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean Information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by the Grantee. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. ALLOWABLE COSTS

Costs allowable under this Grant are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Award or Amendment Face Sheet.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

8. ASSIGNMENT

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Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE. For the purpose of the CHIP contracts, which require a city, county or public utility sponsor of the affordable housing project, Commerce preapproves the grantee to assign this contract to their affordable housing partner. In this case, all requirements and contract terms flow to the assignee's subcontractors, specifically section 11, certification regarding debarment, and section 40, subcontracting, of the General Terms and Conditions. After assignment, all references to Grantee shall mean Grantee's assignee.

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

10. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

1. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
2. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the Federal Audit Clearinghouse, <https://facdes.census.gov/Account/Login.aspx>

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this contract, the Grantee shall attach an explanation to this contract.
- C. The Grantee agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

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- D. The Grantee further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal Information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

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If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program administering this contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

17. DISALLOWED COSTS

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

18. DISPUTES

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Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

20. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

21. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of, or resulting from, the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subcontractor's performance or failure to perform the contract. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make

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any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

23. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

24. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

27. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

28. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

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(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

29. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

30. PREVAILING WAGE LAW

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

31. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR 200 for all purchases funded by this contract.

All recipients of funds under this Contract, including Contractor and subrecipients or subcontractors of any tier, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

The Grantee's procurement system should include but not necessarily be limited to, the following:

- A. General procurement standards 2 CFR § 200.318. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Competition 2 CFR § 200.319. Procedures that ensure all procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.
- C. Methods of procurement to be followed 2 CFR § 200.320.
- D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms 2 CFR § 200.321.
- E. Domestic preferences for procurements 2 CFR § 200.322.

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

33. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with

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the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. RECAPTURE

In the event that the Grantee fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this contract.

35. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

36. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

37. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

40. SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

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If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

41. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

42. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

43. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

44. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

45. TERMINATION PROCEDURES

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Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee, under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

46. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

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- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

47. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

48. WORK HOURS AND SAFETY STANDARDS

The Grant Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Grant Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SCOPE OF WORK

Funds awarded under this grant will be used for \$395,000 in capital expenditures for the Stuart Meadows project, an 18-unit single family home project in a community land trust, with 15 affordable units. The location of the project is: 113 West Bender Road, Ellensburg, WA 98926. Project activities will include and be limited to the construction of the following utility improvements:

- Stormwater utility improvements: A requirement for this project is to install 350 feet of new 12" storm drain pipe to manage the storm water from the installation of the road and sidewalk. All storm water will be treated with an onsite storm detention pond. All impervious materials must lead to the stormwater pond and are part of the total scope of work to meet the City standards. The total cost for this improvement is \$395,000.

This project is expected to be complete by December 1, 2024.

The "Copyright Provisions", Section 16 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

Based on the criteria within the state capital budget, SSB 1080 Sec 1074, (Laws of 2021), and criteria developed by Commerce to ensure the terms of the appropriation are met, all grants must meet the following criteria:

- Applicant must be a city, county or public utility district, applying in coordination with the developer of a multi-unit affordable housing project, located within a jurisdiction that imposed a sales and use tax under RCW 82.14.530(1)(a)(ii), 82.14.530(1)(b)(i)(B), 82.14.540, or 84.52.105.
- The utility project must serve new multi-unit affordable¹ housing projects that serve and benefit low-income households.² If the project is a mixed-income project, the affordable portion of the development must be at least 25%.
- The affordable housing project should be part of a program that will monitor affordability for a minimum of 25 years, such as the Housing Trust Fund, low-income housing tax credits, housing authority, or a city monitoring process. A covenant and/or note and deed of trust may be required as part of securitization to ensure affordability.

¹ "Affordable housing" has the same meaning as in RCW 43.185A.010, and means residential housing for rental occupancy which, as long as the same is occupied by low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent of the family's income. In the context of homeownership, the definition from the Housing Trust Fund Handbook applies (Section 701.7): "affordability occurs when a household's monthly housing costs are generally no more than 38 percent of monthly household income and total debt is no more than 45 percent of monthly household income. Housing costs include mortgage principal, interest, property taxes, homeowner insurance, homeowner association fees, and land lease fees, as applicable. Total debt includes other debt and utilities."

² "Low-income household" has the same definition as in RCW 43.185.010(6), and means a single person, family or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for the county where the project is located.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.


Nancy Lillquist, Mayor

10-17-2022
DATE

How this project meets criteria for APRA SLFRF Projects

This project aligns to the Expenditure Category 3 of ARPA SLRF, services to Disproportionately Impacted Communities, Housing Support: Affordable Housing EC 2.15.³ Under ARPA's SLFRF guidance, funding for this grant falls under the category of responding to "*Public Health and Economic Impacts*" of the COVID-19 public health emergency. Within that category of eligible actions, this program is intended to "*Building Stronger Communities through Investments in Housing and Neighborhoods*" by serving those communities that were hardest hit by the pandemic through investments in affordable housing development. Eligible services include: *Affordable housing development to increase supply of affordable and high quality living units*. Supporting the development of affordable housing is important to address a limited supply of housing, some of which is inadequate, or of poor quality.⁴ The Interim Final Rule supports this finding by stating that "both the public health and economic impacts of the pandemic have fallen most severely on communities and populations disadvantaged before it began" including "low income communities, people of color, and Tribal communities."⁵

³ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

⁴ See specific language at printed pages 26795 and 26796 of the Interim Final Rule to implement the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under ARPA).

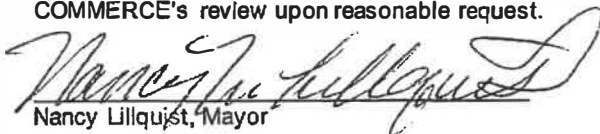
⁵ Ibid, page 26787.

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT

Type of Funding	Source Description and purpose	Amount
CHIP Grant	Washington State Department of Commerce	[[Original Contract Amount]]
Other Grants		
Grant #1		
Grant #2		\$
Total Other Grants		\$0.00
Other Loans		
Loan #1		\$
Loan #2		\$
Total Loans		\$0.00
Other Local Revenue		
Source #1		\$
Total Local Revenue		\$0.00
Other Funds		
Source #1		\$
Source #2		\$
Total Other Funds		\$0.00
Total Project Funding		\$0.00

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.


Nancy Lillquist, Mayor

10-17-2022
DATE

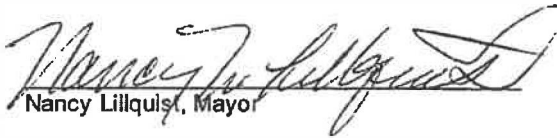
CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. See section 8 of the Special Terms and Conditions and section 30 of the General Terms and Conditions.

Before invoices are paid, the "awarding agency" must provide documentation of the "intent to pay commercial prevailing wages". Before the final funds are paid from the state, an "affidavit of wages paid" from L&I must also be provided. The GRANTEE or assignee, shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

CERTIFICATION PERFORMANCE MEASURE – PREVAILING WAGES

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE and their subcontractors as of the date and year written below.


Nancy Lillquist, Mayor

10-17-2022
DATE

EXHIBIT B

CHIP NOTE

PROMISSORY NOTE SECURED BY DEED OF TRUST

\$395,000

Ellensburg, Washington

March 20, 2023

FOR VALUE RECEIVED, 113 W BENDER ROAD LLC, a Washington limited liability company (the “Developer” or “Maker”), promises to pay to the CITY OF ELLENSBURG, a municipal corporation (the “City” or “Holder”), at its offices at 501 North Anderson Street, Ellensburg, Washington 98926, or at such other place as City may from time to time designate in writing, the principal sum of Three Hundred Ninety-Five Thousand Dollars (\$395,000), in Connecting Housing to Infrastructure Program grant funding disbursed to Developer by City (“CHIP Loan Amount”).

RECITALS

A. This Promissory Note (the “Note”) is made pursuant to that certain Affordable Housing Agreement by and among the Developer and the City of Ellensburg (the “City”) dated as of December 6, 2021, as amended (the “Agreement”).

B. Capitalized terms not described herein shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, Developer agrees as follows:

1. **Agreement.** The principal sums hereunder have been and are being loaned, in an amount equal to the CHIP Loan Amount, by City to Developer in accordance with and pursuant to the Agreement, which is a public record on file in the office of the City Clerk. The terms of the Agreement are incorporated herein and made a part hereof to the same extent and with the same force and effect as if fully set forth herein. A default under any of the provisions of the Agreement shall be a default hereunder, and a default hereunder shall be a default under the Agreement. This Note shall be a nonrecourse note. Maker and Holder agree and acknowledge that in the event Developer fully performs under the Agreement, the result would be that payment will not be required under this Note, the overriding purpose of this Note being to provide assurance for the performance by the Developer under the Agreement. This Note shall be nonrecourse.

2. **Interest.** Interest shall accrue on the unpaid principal amount of this Note at the rate of zero percent (0%) simple interest per annum in lawful money of the United States of America, excepting in the event the Alternate Rate becomes applicable under Section 9 in which event the Alternate Rate shall apply until a cure is effected (in which case the interest rate shall prospectively become zero percent thereafter).

3. **Payment.** There are no regular, scheduled payments required under this Note. The entire balance due under this Note shall be paid to 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 the Agreement; (ii) the sale or other conveyance of the Site or portion thereof except in the event individual Homebuyer Properties are conveyed by Developer to Program Participants in conformity

with the Agreement; or (iii) the uncured default of Developer under the Agreement, this Note or the City-Developer Deed of Trust. The outstanding principal balance of the Note shall be deemed satisfied in full upon the sale by Developer of all Units to Program Participants in compliance with the Agreement.

4. **Form of Payments.** Any amounts due hereunder are payable in immediately available funds and lawful monies of the United States of America.

5. **Application of Payments.** All payments shall be applied first to costs and fees owing hereunder, second to the payment of accrued interest and third to the payment of principal.

6. **Prepayment.** At any time, Developer may prepay in whole or in part the outstanding principal balance under this Note, together with all accrued and unpaid fees, costs and expenses payable hereunder, without penalty.

7. **Security.** This Note is secured by the City-Developer Deed of Trust pursuant to an Amendment to the City-Developer Deed of Trust dated and recorded on or about the date hereof. The terms of the City-Developer Deed of Trust, as amended, are incorporated herein and made a part hereof to the same extent and with the same force and effect as if fully set forth herein. To the extent any unpaid balance hereunder is so secured by the City-Developer Deed of Trust, a default under any of the provisions of the City-Developer Deed of Trust shall be a default hereunder, and a default hereunder shall be a default under the City-Developer Deed of Trust.

8. **Acceleration and Other Remedies.** Upon the occurrence of either of the following events, City may, at City's option, declare the outstanding principal amount of this Note, together with the then accrued and unpaid interest thereon and other charges hereunder, and all other sums secured by the City-Developer Deed of Trust, to be due and payable immediately:

(a) an Event of Default, or

(b) Developer selling, contracting to sell, giving an option to purchase, conveying, leasing, encumbering, or alienating the Site, or any interest in the Site, or suffering its title, or any interest in the Site to be divested, whether voluntarily or involuntarily, other than sales to Program Participants of Homebuyer Properties in conformity with the Agreement, without the prior written consent of the City.

Upon such declaration, such principal and interest and other sums shall immediately become and be due and payable without demand or notice, all as further set forth in the City-Developer Deed of Trust. All costs of collection, including, but not limited to, reasonable attorneys' fees and all expenses incurred in connection with protection of, or realization on, the security for this Note, may be added to the principal hereunder, and shall accrue interest as provided herein. City shall at all times have the right to proceed against any portion of the security for this Note in such order and in such manner as such City may consider appropriate, without waiving any rights with respect to any of the security. Any delay or omission on the part of the City in exercising any right hereunder, under the Agreement or under the City-Developer Deed of Trust shall not operate as a waiver of such right, or of any other right. No single or partial exercise of any right or remedy hereunder or under the Agreement or any other document or agreement shall preclude other or further exercises thereof, or the exercise of any other right or remedy. The acceptance of payment of any sum payable hereunder, or part thereof, after the due date of such payment shall not be a waiver of City's right to either require

prompt payment when due of all other sums payable hereunder or to declare an Event of Default for failure to make prompt or complete payment.

9. **Alternate Rate.** Upon the occurrence of any Event of Default, or upon the maturity hereof (by acceleration or otherwise), the entire unpaid principal sum, at the option of City, shall bear interest, from the date of occurrence of such Event of Default or maturity and after judgment and until collection, at the "Alternate Rate", such rate being the highest interest rate then permitted by law by a City within the State of Washington (the "Maximum Legal Rate of Interest"). Interest calculated at the Alternate Rate, when and if applicable, shall be due and payable immediately without notice or demand. Developer agrees that in the event of any Event of Default, City will incur additional expense in servicing the loan evidenced by this Note and will suffer damage and loss resulting from such Event of Default. Developer agrees that in such event City shall be entitled to damages for the detriment caused thereby, which damages are extremely difficult and impractical to ascertain. Therefore, Developer agrees that the Alternate Rate (as applied to the unpaid principal balance, accrued interest, fees, costs and expenses incurred) is a reasonable estimate of such damages to City, and Developer agrees to pay such sum on demand.

10. **Waivers.** Developer and all endorsers, guarantors and sureties hereof jointly and severally waive presentment, protest, notice of protest, notice of dishonor, diligence in collection, and the benefit of any exemption under any homestead exemption laws, if applicable.

11. **Consents.** Developer and all endorsers, guarantors and sureties consent to: (a) any renewal, extension or modification (whether one or more) of the terms of the Agreement or the terms or time of payment under this Note, (b) the release or surrender or exchange or substitution of all or any part of the security, whether real or personal, or direct or indirect, for the payment hereof, (c) the granting of any other indulgences to Developer, and (d) the taking or releasing of other or additional parties primarily or contingently liable hereunder. Any such renewal, extension, modification, release, surrender, exchange or substitution may be made without notice to Developer or to any endorser, guarantor or surety hereof, and without affecting the liability of said parties hereunder.

12. **Successors and Assigns.** Whenever "City" is referred to in this Note, such reference shall be deemed to include the City of Ellensburg and its successors and assigns, including, without limitation, any subsequent assignee or holder of this Note. All covenants, provisions and agreements by or on behalf of Developer, and on behalf of any makers, endorsers, guarantors and sureties hereof which are contained herein shall inure to the benefit of the City and City's successors and assigns.

13. **Usury.** It is the intention of Developer and City to conform strictly to the Interest Law, as defined below, applicable to this loan transaction. Accordingly, it is agreed that notwithstanding any provision to the contrary in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, the aggregate of all interest and any other charges or consideration constituting interest under the applicable Interest Law that is taken, reserved, contracted for, charged or received under this Note, or under any of the other aforesaid agreements or otherwise in connection with this loan transaction, shall under no circumstances exceed the maximum amount of interest allowed by the Interest Law applicable to this loan transaction. If any excess of interest in such respect is provided for in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, then, in such event:

- (a) the provisions of this paragraph shall govern and control;

(b) neither Developer nor Developer's heirs, legal representatives, successors or assigns shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest allowed by the Interest Law applicable to this loan transaction;

(c) any excess shall be deemed canceled automatically and, if theretofore paid, shall be credited on this Note by City or, if this Note shall have been paid in full, refunded to Developer; and

(d) the effective rate of interest shall be automatically subject to reduction to the Maximum Legal Rate of Interest (as defined above), allowed under such Interest Law, as now or hereafter construed by courts of appropriate jurisdiction. To the extent permitted by the Interest Law applicable to this loan transaction, all sums paid or agreed to be paid to City for the use, forbearance or detention of the indebtedness evidenced hereby shall be amortized, prorated, allocated and spread throughout the full term of this Note. For purposes of this Note, "Interest Law" shall mean any present or future law of the State of Washington, the United States of America, or any other jurisdiction which has application to the interest and other charges under this Note. The "Maximum Legal Rate of Interest" shall mean the maximum rate of interest that City may from time to time charge Developer, and under which Developer would have no claim or defense of usury under the Interest Law.

14. Costs of Enforcement. Developer agrees to pay upon demand all reasonable costs and expenses, including attorneys' fees and disbursements (including appeals), incurred by the City of this Note to enforce the terms hereof. In addition to the foregoing award of attorneys' fees, City shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to enforce any judgment in connection with this Note. This provision is separate and severable and shall survive the merger of this provision into any judgment.

15. Miscellaneous. Time is of the essence hereof. If this Note is now, or hereafter shall be, signed by more than one party or person, it shall be the joint and several obligation of such parties or persons (including, without limitation, all makers, endorsers, guarantors and sureties), and shall be binding upon such parties and upon their respective successors and assigns. This Note shall be governed by and construed under the laws of the State of Washington. Developer irrevocably and unconditionally submits to the jurisdiction in Kittitas County Superior Court or the United States District Court for the Eastern District of Washington, as City hereof may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this Note. Developer also waives any objection regarding personal or *in rem* jurisdiction or venue.

[Signature page follows.]

“DEVELOPER”

113 W BENDER ROAD LLC, a Washington limited liability company

By: Habitat for Humanity Seattle-King County, a Washington public benefit corporation, its Manager

By: _____
Brett D'Antonio
Its: Chief Executive Officer

By: _____
Patrick Sullivan
Its: Chief Operating Officer

EXHIBIT C

(City-Developer Deed of Trust Amendment)

When Recorded Return To:

City of Ellensburg
501 North Anderson Street
Ellensburg, Washington, 98926
Attention: City Manager

CITY OF ELLENSBURG, WASHINGTON FIRST AMENDMENT TO DEED OF TRUST

Grantor/Borrower:	113 W Bender Road LLC
Beneficiary:	City of Ellensburg
Funding Source:	Affordable Housing Fund as funded with sales taxes
Grantee/Trustee:	First American Title Insurance Company
Assessor's Tax ID#:	541133
Abbreviated Legal Description:	PTN. W ½ SW ¼ NE ¼ Sec. 26, T18N, R18E, WM Full legal description attached as Exhibit A (the property described therein constitutes the "Property")
Address:	113 W Bender Road, Ellensburg, Washington
Related Document:	202203010054

This FIRST AMENDMENT TO DEED OF TRUST ("Amendment") is made this 20th day of March, 2023 between **113 W Bender Road LLC**, a Washington limited liability company (hereinafter "Borrower"), whose address is c/o Habitat for Humanity Seattle-King County, 500 Naches Avenue SW, Suite 200, Renton, Washington 98057 and the **City of Ellensburg, Washington**, a municipal corporation ("Beneficiary" or the "City"), whose address is 501 North Anderson Street, Ellensburg, Washington 98926.

1.1 Factual Background

A. Grantor executed a Deed of Trust (the "Deed of Trust") for the benefit of Beneficiary, dated February 28, 2022, and recorded under Kittitas County Auditor's Recording No. 202203010054. The Deed of Trust encumbers the real property more particularly described on attached Exhibit A.

B. Beneficiary has agreed to loan Grantor an additional Three Hundred Ninety-Five Thousand and 00/100 Dollars (\$395,000) to support construction of certain stormwater utility improvements on the Property, as evidenced by a Promissory Note dated on or about the date hereof (the "CHIP Note"). Grantor and Beneficiary now desire to amend the Deed of Trust to secure the CHIP Note and otherwise reflect the additional financial assistance provided, as set forth below.

1.1.1 Agreement

NOW, therefore, Grantor and Beneficiary agree as follows:

1. Defined Terms. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Deed of Trust.

2. Preamble. The second and third paragraphs of the Deed of Trust are hereby deleted in their entirety and replaced by the following:

This Deed of Trust is made in consideration for the financial assistance provided by the City of Ellensburg pursuant to (1) that certain unrecorded agreement entitled "Affordable Housing Agreement" by and between Borrower and Beneficiary dated as of December 6, 2021, as amended by a First Amendment to Affordable Housing Agreement dated as of February 28, 2022 and by a Second Amendment to Affordable Housing Agreement dated as of March 20, 2023 (as amended, the "Affordable Housing Agreement"), a copy of which is on file with the City as a public record; and (2) that certain instrument entitled "Regulatory Agreement" by and between Beneficiary and Borrower recorded on March 1, 2022 under Kittitas County Auditor's recording No. 202203010053 (the "Regulatory Agreement"). The Regulatory Agreement is deemed incorporated herein by reference.

Under the Affordable Housing Agreement, Beneficiary will make financial assistance available to Borrower in the form of (i) a contribution of land, with an agreed-upon value of \$340,000, (ii) a loan in the original principal amount of \$765,000, and (iii) a loan in the original principal amount of \$395,000 (Connecting Housing to Infrastructure Program grant) for a total of \$1,500,000 in financial assistance (collectively, the "City Loan Amount"), all under terms and conditions more particularly set forth in the Affordable Housing Agreement. Capitalized terms not defined herein shall have the respective meanings set forth therefor in the Affordable Housing Agreement.

3. Obligations Secured. Section 3.1 of the Deed of Trust is hereby deleted in its entirety and replaced by the following:

3.1 Payment in the amount of the City Loan Amount with interest according to the terms of (i) a Promissory Note dated February 28, 2022, payable by Grantor to Beneficiary for One Million One Hundred Five Thousand and 00/100 Dollars (\$1,105,000) (the “City-Developer Note”), and (ii) a Promissory Note dated March 20, 2023 payable by Grantor to Beneficiary for Three Hundred Ninety-Five Thousand and 00/100 Dollars (\$395,000) (the “CHIP Note”). As used herein, the term “Note” shall mean, collectively, the City-Developer Note and the CHIP Note, including all renewals, modifications and extensions thereof;

4. No Novation. Nothing in this Amendment shall be understood or construed to be a satisfaction or release in whole or in part of the City-Developer Note or CHIP Note or any other instrument or agreement evidencing any of the obligations secured by the Deed of Trust.

5. Conflicts. Except as provided in this Amendment, the terms of the Deed of Trust remain in full force and effect. In the event any conflict is asserted between this Amendment and any term or provision of the Deed of Trust or any other instrument or agreement evidencing any of the any of the obligations secured by the Deed of Trust, this Amendment shall control.

IN WITNESS HEREOF, 113 W Bender Road LLC, a Washington limited liability company, has executed this Deed of Trust on the _____ day of March, 2023.

113 W BENDER ROAD LLC, a Washington limited liability company

By: Habitat for Humanity Seattle-King County, a Washington public benefit corporation, its Manager

By: _____
Brett D’Antonio
Its: Chief Executive Officer

By: _____
Patrick Sullivan
Its: Chief Operating Officer

STATE OF WASHINGTON

COUNTY OF KING

ss.

This record was acknowledged before me on _____ by Brett D'Antonio and Patrick Sullivan, as the Chief Executive Officer and Chief Operating Officer, respectively, of Habitat for Humanity Seattle-King County, the manager of 113 W BENDER ROAD LLC.

(Stamp)

(Signature of Notary Public)

(Title of Office)

My Commission Expires: _____

(Date)

EXHIBIT A
LEGAL DESCRIPTION

Assessor's Tax ID #: 541133

Real property in the City of Ellensburg, Kittitas County, State of Washington, described as follows:

That portion of the West Half of the Southwest Quarter of the Northeast Quarter of Section 26, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, which is described as follows:

Beginning at a point on the West boundary line of said subdivision, which is on the centerline of the right of way of Bender Road, running along the South boundary line of said subdivision, and running thence North along said West boundary line of said subdivision, 626.13 feet; thence East, at right angles thereto, 208.71 feet; thence South, parallel with the West boundary line of said subdivision, 626.13 feet; and thence West, along the center line of Bender road, 208.71 feet, more or less, to the point of beginning

EXCEPTING THEREFROM, the right of way of said Bender Road.



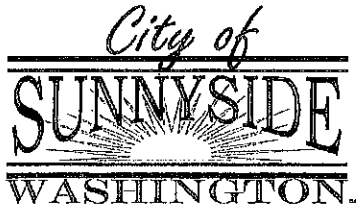
CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	March 20, 2023
Item Title/Agenda Subject:	Addendum to Jail Agreement with City of Sunnyside
Submitted by:	Dan Hansberry Police
Recommended Action or Motion:	Authorize the Mayor to sign the addendum to the Interlocal Agreement for Inmate Housing with the City of Sunnyside.
Background/Summary:	Attached is a proposed addendum to the Interlocal Agreement with the City of Sunnyside that would continue to provide a secondary option for jail services for the City of Ellensburg. The City of Ellensburg also plans to continue a Jail Services Agreement with Kittitas County. Currently, the City of Ellensburg contracts with Kittitas County and the City of Sunnyside for jail services. The Kittitas County bed day rate is \$73.32 through 2023. The current City of Sunnyside Jail services agreement, effective October 26, 2018, allowed for a continuation of the agreement into 2022 with the bed rate of \$55.00. The City of Sunnyside Jail is presenting a new jail services agreement addendum for 2023 increasing the bed day rate to \$60.00. This is the only item in the addendum to the current agreement which is renewed automatically. Under normal conditions we conduct a thorough weekly review of all inmates housed at the Kittitas County Corrections Center to ensure any inmates that qualify for immediate transfer to the Sunnyside Jail are in fact transferred.
Previous Council Action:	The City Council originally approved this interlocal agreement, which was executed on October 26, 2018.
Analysis:	This proposed agreement maintains the opportunity for immediate savings for jail services to the City of Ellensburg. The City of Sunnyside will provide the City of Ellensburg with an itemized bill listing of all inmates who are housed, the number of days housed, and dollar amount due for each inmate on a month-to-month basis.
Financial Impact:	This addendum reflects a jail services bed day increase for 2023 of roughly 8%. This increase was anticipated and is

reflected in the Department's Jail Services budget for 2023.

Attachments:

[Interlocal Agreement Amendment with the City of Sunnyside](#)



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

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

ADDENDUM III

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

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

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

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

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

(a) Rates. Sunnyside agrees to accept and house City of Ellensburg inmates for compensation per inmate at the rate of \$60.00 per day. The date of booking into the Sunnyside Jail of any City of Ellensburg inmate shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24 hour period. The date of release from the Sunnyside Jail and/or returned to City of Ellensburg, regardless of the time frame within a 24 hour day shall not constitute a charge by the City of Sunnyside against City of Ellensburg.

This Agreement shall be effective from February 1, 2023 or once fully endorsed by both parties, whichever is latter.

The remainder of the original Agreement remains unchanged.

CITY OF SUNNYSIDE

City of Ellensburg



City Manager

DATE: 12/22/2022

DATE: _____

ATTEST:


City Clerk

City Clerk

CITY CONTRACT NO: A-2023-35
RESOLUTION NO: 2014-55
COUNCIL MTG: X

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

3/14/23
DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **20th DAY OF MARCH 2023**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund

Check #'s	161078	TO	161320	\$	666,101.74
EFT #'s	6114	TO	6144	\$	1,813,399.07

Total Amounts

Payroll Fund

Check #'s	95911	TO	95978	\$	17,815.83
Direct Deposits	72099	TO	72320	\$	404,030.19

Total Amounts

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	March 20, 2023
Item Title/Agenda Subject:	Board and Commission Appointments - Affordable Housing Commission
Submitted by:	Cynthia LaChappelle-Mathis City Manager Department
Recommended Action or Motion:	Approve appointment for members of City Boards and Commissions as recommended by the Affordable Housing Commission.
Background/Summary:	There are two vacancies on the Affordable Housing Commission with five applicants for appointment. The applications for appointment were forwarded to the staff member assigned to the Affordable Housing Commission to process for consideration of appointment.
Previous Council Action:	N/A
Analysis:	As directed by Council, the applicants requesting appointment have completed the preliminary process of attending a meeting and interviewing with a subcommittee of the Board or Commission. Applications for appointments are attached to the agenda report. Five applications were received for the Affordable Housing Commission, and Daniel Witkowski and Kim Funston are being recommended for appointment.
Financial Impact:	N/A
Attachments:	Daniel Witkowski appointment recommendation Kim Funston appointment recommendation D Witkowski Application K Funston Application



TO: City Council
FROM: Affordable Housing Commission
DATE: March 20, 2023 – Council Meeting

RE: Recommendation of Appointment

Daniel Witkowski applied for appointment to the Affordable Housing Commission, Daniel currently works for Central Washington Disability Resources as a social worker and has been a longtime resident of Ellensburg he would be a valuable asset to the Commission.

The Affordable Housing Commission Subcommittee consisting of Commission Chair Sarah Bedsaul, Commissioner Jordan Rhule and Community Development Director Jamey Ayling, conducted interviews of applicants for the seat and recommend appointment.

Daniel, if appointed will fill a partial term that expires December 31, 2026. Based on the interview and Daniel's involvement with homeless individuals finding housing and other involvement in the community, the subcommittee is recommending that the City Council appoint Daniel Witkowski to the Affordable Housing Commission.



TO: City Council
FROM: Affordable Housing Commission
DATE: March 20, 2023 – Council Meeting

RE: Recommendation of Appointment

Kim Funston applied for appointment to the Affordable Housing Commission, Kim is currently a realtor and been a longtime resident of Ellensburg she would be a valuable asset to the Commission.

The Affordable Housing Commission Subcommittee consisting of Commission Chair Sarah Bedsaul, Commissioner Jordan Rhule and Community Development Director Jamey Ayling, conducted interviews of applicants for the seat and recommend appointment.

Kim, if appointed will fill a partial term that expires December 31, 2023. Based on the interview and Kim's involvement with real estate and in the community, the subcommittee is recommending that the City Council appoint Kim Funston to the Affordable Housing Commission.

From: noreply@civicplus.com
To: [Cynthia LaChappelle-Mathis](#)
Subject: [Ext] Online Form Submittal: Application for Appointment
Date: Wednesday, November 16, 2022 10:14:25 AM

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: Daniel Witkowski

Address

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

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residency in Kittitas County 42 years

Do you live within the city limits? Yes

ECC 1.12.120 Residency qualification. Except where a commission, board or committee specifically requires city residency as a condition of appointment, members of all other commissions, boards and committees shall maintain residency within the Kittitas County limits. "Residency," as used herein, means residing within the city or county limits, as applicable, both at the time of appointment and for at least 270 days within each calendar year for the duration

of the member's term, but shall not include any period for which a member is absent due to military service.

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?

No

Occupation Status and Background:

social worker

Organization Affiliations:

Central Washington disability resources

Why are you seeking appointment?

My work at CWDR helping the home find housing i feel this board would be a good fit for me and the board.

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 Affordable Housing Commission

Boards & Commissions *Field not completed.*

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

From: noreply@civicplus.com
To: [Cynthia LaChappelle-Mathis](#)
Subject: [Ext] Online Form Submittal: Application for Appointment
Date: Wednesday, December 28, 2022 4:41:35 PM

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? Yes

Name of Applicant: Kim Funston

Address

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

City Ellensburg

State Wa

Zip 98926

Email Address

Phone Number

Length of Residency in Kittitas County 39 years

Do you live within the city limits? No

ECC 1.12.120 Residency qualification. Except where a commission, board or committee specifically requires city residency as a condition of appointment, members of all other commissions, boards and committees shall maintain residency within the Kittitas County limits. "Residency," as used herein, means residing within the city or county limits, as applicable, both at the time of appointment and for at least 270 days within each calendar year for the duration

of the member's term, but shall not include any period for which a member is absent due to military service.

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?	<i>Field not completed.</i>
---	-----------------------------

Occupation Status and Background:	Realtor for RE/MAX Community One Realty. 7years in this business
-----------------------------------	--

Organization Affiliations:	Kittitas County Association of Realtors Director
----------------------------	--

Why are you seeking appointment?	I would like to be more involved in helping with Affordable Housing in Ellensburg. I feel like this is an area that is still needing a lot work.
----------------------------------	--

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	Utility Advisory Commission
----------------------	-----------------------------

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



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

AGENDA REPORT

City Council Meeting Date March 20, 2023

Item Title/Agenda Subject (P23-017) Closed Record Appeal Hearing to review LDC COA approval (P22-115): Proposed Demolitions in Downtown Landmarks Historic District.

To Ellensburg City Council

Submitted by Stacey Henderson, Senior Planner - Historic Preservation;
Terry Weiner, City Attorney

SUMMARY

The purpose of this closed record hearing is for City Council to consider an appeal filed by Pat Kelleher of a decision issued by the City of Ellensburg Landmarks and Design Commission (LDC). Specifically, a Certificate of Appropriateness (COA) was issued by the LDC on January 27, 2023, to applicant Brad Case with the City of Ellensburg, granting authority to proceed with the proposed demolitions of the Wells Fargo Bank Building and Rotary Pavilion, located at 4th and Pearl, on parcel ID #146933. The COA was issued with one condition of approval. Mr. Kelleher timely filed his appeal of the COA as to the demolition of the Wells Fargo Bank Building, only, on February 10, 2023. Per ECC 15.280.090(C)(2)(e), the commission's decision on a COA may be appealed to the City Council in a closed record appeal hearing.

BACKGROUND

The application for COA (P22-115) was submitted by Brad Case and the City of Ellensburg, on October 31, 2022. The City of Ellensburg is listed as the owner of the subject property, Parcel ID #146933. The application was deemed complete by the City on October 31, 2022.

Consideration of the COA is subject to the process specified in Chapter 15.280 ECC, and as such alternatives to demolition must be discussed in a preliminary public meeting, before the demolitions are reviewed at an open record public hearing. ECC 15.280.090(D)(1). A notice of the preliminary public meeting was advertised in the

November 1, 2022 edition of the Daily Record newspaper for a November 15 meeting date.

The preliminary public meeting with the applicant was held on November 15, 2022. At the conclusion of this meeting, the LDC did not seek additional alternatives to demolishing the structures and agreed the proposal can move forward to the public hearing. In accordance with ECC 15.280.090(A), the LDC moved forward with reviewing the proposed demolitions at a special meeting on January 25, 2023 (Approved Minutes Exhibit 6).

A second notice for the public hearing was advertised in the January 7, 2023 edition of the Daily Record Newspaper for a January 25 open record public hearing date. In the open record public hearing on January 25, 2023, the LDC reviewed the proposed demolitions, and approved the proposed demolitions of both structures with one condition. (Approved COA Exhibit 5) **Approved 3-1.**

COA APPLICATION AND REVIEW

A staff agenda report (Exhibit 2) was prepared for the LDC's review in consideration of the submitted COA application. Pages 1 and 2 of that report reference the section of the ECC which must be reviewed (as outlined earlier in this report) by the LDC – ECC 15.280.090(A) and (D). The staff report describes the proposal submitted by the applicant. The report also provides information regarding the age of the subject buildings, which disqualifies them from being listed on the local or national register as individual or contributing structures.

The applicant's proposal to demolish the old Wells Fargo Bank building and Rotary Pavilion is described in the submitted narrative, with accompanying demolition plans. The narrative explains the extensive process the applicant completed before arriving at the decision to demolish these buildings, and explained demolition alternatives that were explored and why they were not feasible given the overall new construction plans. The demolition plan also explains the proposed structures to be removed, retained, and relocated. In presenting the agenda report to the LDC, the following recommendation was made:

Staff has reviewed the criteria in the Ellensburg City Code and recommends that the Certificate of Appropriateness (COA) be granted by the Commission for the proposed demolition of the Old Wells Fargo bank building and Rotary Pavilion, as proposed, with **one condition** (Exhibit 5, p. 2):

1. Photo documentation of the buildings shall be completed by the applicant prior to the demolition, and such records shall be provided to the City of Ellensburg and the Kittitas County Historic Museum.

The appellant presented documentary comments prior to the LDC hearing (Exhibit 3), as well testimony at the hearing, opposing demolition of the bank building. His arguments are reviewed below.

APPEAL PROCEEDINGS

The decision rendered by the Landmarks and Design Commission to approve the COA for the proposed demolition of the bank building has been appealed by appellant Pat Kelleher. (Attached as Exhibit 1)

Standard of Review for Appeal

ECC 15.230.070(G) sets forth the standard for City Council's determination of this appeal as follows:

The appeal body shall determine whether there is **substantial evidence** in the administrative record to support an affirmative finding **that one of the grounds for administrative appeal raised by the appellant has been met**. The appeal body may affirm, modify, or reverse the decision of the hearing body.

In addition, "The **appellant shall bear the burden** to demonstrate that at least one of the grounds for administrative appeal as set forth in ECC 15.230.050 has occurred." ECC 15.230.070(F) (emphasis added).

The issuance of a COA by the LDC is a Type II decision per ECC 15.210.030(B). Therefore, the "grounds" referred to above refer to those specified in ECC 15.230.050, as follows:

Any appeal to Type II and III project permit decisions shall be linked to the criteria of the underlying project permit decision. The grounds for filing an appeal shall be limited to the following:

- A. The designated decision-maker exceeded his or her jurisdiction or authority;
- B. The designated decision-maker failed to follow applicable procedures in reaching the decision;
- C. The designated decision-maker committed an error of law; or
- D. The findings, conclusions or decision prepared by the designated decision-maker are not supported by substantial evidence.

Council's decision must be followed by a written decision with findings and conclusions. ECC 15.230.070(H).

Closed Record Appeal Hearing Procedure

The procedure for City Council to conduct the hearing is governed by ECC 15.230.090(B) and (C):

B. The procedure for closed record hearing or appeal hearing shall be the same as set forth in ECC 15.230.080, Open record hearing or appeal hearing proceedings, except that:

1. The closed record hearing shall be limited solely to the record established in the predecision open record hearing on which the decision was made and the hearing body shall be limited in its review to determining whether the decision is supported by the record. The appeal body may decide:

- a. To uphold the decision as being supported by the record; or
- b. Reverse the decision as not being supported by the record.

2. Participation in the closed record hearing shall be limited to the city, including all staff, the applicant for the proposal subject to appeal, and those persons or entities which have timely filed complete written appeal statements and paid the appeal fee. No new testimony or evidence can be entered into the record although the hearing body can seek clarification of the record.

3. Public noticing requirements for closed record hearings will be limited to the applicant and parties of record.

C. The designated appeal body shall issue a decision on the appeal within 21 calendar days after the conclusion of the appeal hearing, unless the project permit applicant has agreed in writing to an extension of that time frame.

STAFF ANALYSIS OF APPEAL

As noted, Council's obligation is to determine whether the appellant has carried his burden of proof to show the appeal is supported by substantial evidence in the record. Council should not, however, make any determinations of fact in this closed record hearing, and must only rely on the evidence and testimony presented to the LDC in the previous open record hearing, along with this report (including exhibits and materials submitted by the appellant with appeal) and any arguments presented during the closed record hearing.

The appellant raised many issues as seen in Exhibit 1, focused on opposition to demolition of the bank building, while not addressing or specifying concern of the demolition of the Rotary Pavilion. The staff report and LDC evaluated the demolition of each structure using the same criteria and applying the code equitably to each structure.

While demolition of the Rotary Pavilion is not at issue in this appeal, it is notable that the appellant's arguments do not equitably address both subject buildings of the COA. These structures are roughly the same age and, per preservation standard practice, should be given the same consistent and unbiased review when considering demolition, regardless of personal preference of building style or size.

It appears the appellant has given seven reasons for the appeal (several of which are similar or interrelated), which are reviewed below. However, it is noted that appellant's documentation also refers to many other design issues that are not relevant in this appeal and should therefore not be considered by Council. In addition, appellant has included additional evidence in his appeal documentation beyond what he provided as public comment documentation at the January 25 LDC hearing.¹ Although the attempt to introduce new evidence is contrary to the closed record hearing process, staff does not object to its inclusion.

Appeal Issue No. 1

"Commissioner Redmon lied during the Public Hearing concerning communication with the applicant." Ex. 1, p. 1.

Staff Response to Appeal Issue No. 1

Appellant's only statement in support of this appeal issue is that, "The Applicant made a Council Member and Landmarks Commissioner stakeholders in their project. Mr. Redmon failed to disclose his involvement during the public hearing on demolition." The appellant's supporting documentation includes "Meeting Notes" of a May 6, 2022 Unity Park stakeholder meeting which was attended by a City Councilmember and three members of various City commissions, including Commissioner Redmon. Exhibit 1, p. 10.

The appellant has not identified any legal basis as to why Commissioner Redmon's participation in the previous stakeholder meeting supports the appeal. Regardless, appellant's statement is both factually and legally incorrect. It appears he is arguing that Commissioner Redmon's failure to disclose at the LDC hearing that he participated in the stakeholder meeting violated the "appearance of fairness" doctrine, which is codified in RCW 42.36.060 and provides that:

"During the pendency of any quasi-judicial proceeding, no member of a decision-making body may engage in ex parte communications with opponents or proponents with respect to the proposal which is the subject of the proceeding . . ."

Staff first notes that the statute is not a prohibition against a decisionmaker participating in a decision in which they had ex parte contacts, but only that they place the substance of such contacts on the record. *OPAL v. Adams County*, 128 Wn.2d 869, 887 (1996). Commissioner Redmon did not initially disclose his participation in the stakeholder meeting because *he was not required to make such a disclosure*.

¹ See Ex. 4

At the time of the May 22, 2022 meeting, there was no application for demolition pending because it was not filed until five months later, on October 31, 2022. Thus, Commissioner Redmon, Councilmember M. Miller and the other commission members were participating in the stakeholder meeting *before*, not *during* the “pendency of [the] quasi-judicial proceeding,” and RCW 42.36.060 is therefore inapplicable. In a case with a similar fact pattern, the court held that,

This statute clearly prohibits ex parte communication only if the communication occurs while a quasi-judicial proceeding is pending. In the instant case, there is no dispute that the communication at issue occurred approximately 1 month prior to the filing of an appeal to the Bellevue City Council. Thus, the communication did not occur during the pendency of any quasi-judicial proceedings.

W. Main Associates v. Bellevue, 49 Wn. App. 513, 528-29 (1987).

The reason for this condition – that there actually be a quasi-judicial matter pending – is made clear in the next section of the statute, RCW 42.36.070, which provides:

“Participation by a member of a decision-making body in earlier proceedings that result in an advisory recommendation to a decision-making body shall not disqualify that person from participating in any subsequent quasi-judicial proceeding.”

Thus, the Legislature has specifically authorized “a member of a decision-making body” (Commissioner Redmon) to participate an earlier proceeding (the stakeholder meeting) without disqualifying him from also participating in the LDC quasi-judicial hearing.

Appeal Issue No. 2

“The applicant purchased a site and building for \$800,000 in the Historic District that was fully operational and profitable for 38 years. Allegedly let the building deteriorate beyond repair under the applicants [sic] stewardship. No documentation is provided in the record of this proceeding to support the applicant claims.” Ex. 1, pp. 1-2.

Staff Response to Issue No. 2

Documentation showing the previous or current condition of the building, or the associated purchase price, was not provided by the appellant to support this argument.

Ellensburg City Code does not require an applicant to provide documentation of the current or previous condition of the building when proposing a demolition. ECC 15.280.100 - Evaluation of Economic Impact - addresses the applicant’s ability to generate income from a property, and can only be applied when the applicant requests

this information be evaluated.² This is not applicable to a park, as that is not an income producing property.

Appeal Issue No. 3

“The Applicant proposes to demolish the site and building for the reason given “THE SIZE AND ORIENTATION OF THE BUILDING IS NOT WELL SUITED TO CONVERSION INTO A COMFORT STATION” If the Ellensburg City Council approves this COA of Demolition based on no evidence in the proceeding, Ellensburg has not lowered the landmarks and design standards in the Historic District but has placed the bar on the ground for future demolition approvals.” Ex. 1, p. 2.

Staff Response to Issue No. 3

The applicant’s Narrative (Exhibit 3) was presented and thoroughly reviewed at the public meeting and subsequent public hearing to explain the reasons why the existing bank building is not located in a suitable location to convert into a comfort station. The following points were included:

- Page 1 of Narrative (Exhibit 2, p. 8) refers to the location of the bank building as the park’s most prominent corner, which the applicant explained should be open to increase visibility in and out of the park.
- Page 1 of Narrative also explained that the bank building “. . . blocks the urban flow and access necessary for a park in this location. It creates poor sightlines into the future park, affects security and use, and creates functional challenges for the long-term adoption and contribution of this park.”
- Page 2 of the Narrative (Exhibit 2, p. 9) further explains, “Comfort stations are plumbing-heavy, which would require substantial slab cutting and underground work in the confines of an existing building,” and that, “. . . the existing building would be difficult to move without substantial demolition/removal of exterior finishes, and it would be a wash or more expensive than building a purpose built comfort station.”

Staff also notes that the bank building is not a registered landmark, nor would it qualify as such under the requirements in Ch. 15.280 ECC. Appellant’s argument in this respect seems to be that because, in his opinion, it could qualify as a landmark property years from now, it should be treated as such for purposes of this appeal. Again, there is no legal authority for this position nor any substantial evidence in the record to support the claim.

Appeal Issue No. 4

“Not one scintilla of evidence is provided the in the two-page applicant narrative or record of the proceeding to support the demolition per criteria considered found in ECC 15.530.020(B)(1)a-h.” Ex. 1, p. 2.

² ECC 15.280.100(A): “In making its decision the landmarks and design commission shall, when requested by the property owner, consider evidence of economic impact on the owner from the denial or partial denial of a COA.”

Staff Response to Appeal Issue No. 4

The section referenced by the appellant does not apply to evaluating a demolition, per ECC 15.280.090 referenced in the staff report. Ex. 2, p. 4. Further, despite appellant's claim, the explanation provided in the Staff Report and by Walker Macy for proposing demolition rather than repurposing of the bank building is detailed and more than justifies the proposed demolition. Ex. 2, pp. 3, 8-9. As a result, the LDC correctly concluded at the end of the initial meeting of November 15, 2022 that the applicant did not need to consider alternatives to demolition of the bank building.

Appeal Issue No. 5

"Building has been in historic district for 41 years." Ex. 1, p. 4.³

Staff Response to Appeal Issue No. 5:

Staff Report- "The Current National Register nomination lists the period of significance from 1890-1930. These buildings were built in 1980 and 1981, and therefore do not fall within the current period of significance by roughly 55 years. Per ECC section 15.280.080 Ellensburg Landmarks Register requirements, these buildings do not qualify for listing individually as historic or historic contributing because of their age."

Appeal Issue No. 6

"Repurpose will be less expensive." Ex. 1, p. 4.

Staff Response to Issue No. 6

As stated above (Issue No. 3), the applicant's narrative and presentation explain that repurpose of the bank building would be equal or more expensive than building a purpose-built comfort station.

Appeal Issue No. 7

"This COA for demolition green lights any demolition in the Historic District if "THE SIZE AND ORIENTATION OF THE BUILDING IS NOT WELL SUITED TO CONVERSION INTO A (fill in blank)". Ex. 1, p. 6.

Staff Response to Issue No. 7

Being listed on the local *Landmarks Register* triggers the requirement for design review, and demo review, per Ch. 15.570 ECC. Any building demolition applied for within the Ellensburg Downtown district must still go through this same process and be held to the same standards per the code. This approval does not set the standard for blanket approvals. Any applicant proposing demolition must provide adequate information demonstrating the reasons for demolition and alternatives they have explored, as seen with the applicants submittals for this permit.

Appeal Issue No. 8

"The size and massing of the purposed comfort building is too small in scale to fit the Historic District." Ex. 1, p. 8.

³ This claim appears within a stand-alone list titled "Reasons to keep the Wells Fargo Drive-Thru."

Staff Response to Issue No. 8

Ellensburg Design Guidelines state new infill construction should be compatible with the massing, scale, materials, and architectural features of adjacent historic structures. The proposed design, as explained in the applicant's narrative (Ex. 2, p 8, 9), responds to the surrounding buildings by correlating the height to existing datum lines on surrounding buildings, and orienting the building along the alley.

STAFF RECOMMENDATION

Following the Closed Record Hearing, staff requests that the City Council provide staff direction on proposed findings and conclusions, which will be returned to Council for approval at its April 3, 2023 meeting.

EXHIBITS

1. Appellant Submittal with Documents
2. January 25, 2023 Staff Report
3. January 25, 2023 Applicant Presentation
4. Kelleher January 25, 2023 Public Comments
5. Signed COA
6. January 25, 2023 Approved Minutes

Exhibit 1- Appellent Submittal with Documents

Feb 10, 2023

From Pat Kelleher 6530 Wilson Creek Road Ellensburg 509-899-9490

Re: Notice of appeal concerning P22-115

APPLICANT: Brad Case, agent for owner. #P22-115

PROJECT TITLE: Public Hearing for Consideration of a COA for the proposed demolition of the old Wells Fargo Bank building and Rotary Pavilion.

PROJECT DESCRIPTION: The applicant has proposed to demolish the old Wells Fargo Bank building on the corner of Pearl Street and 4th Ave, and the Rotary Park Pavilion on Pearl Street. The proposed demolitions are in preparation for the new construction of Unity Park, on Parcel ID #146933. The subject parcel is located within the Downtown Ellensburg National Register Historic District and Local Landmarks District, in Central Commercial (C-C) zoning (Exhibit A). The applicant has provided a site plan that shows proposed demolitions and features throughout the park that will remain or be moved (Exhibit B.3). This COA review (P22-115) addresses the proposed demolitions associated with the park development. A separate COA, (P23-002) will address the proposed designs of the new structures for the park. The application (Exhibit B.1) was received by the Department and determined to be complete, per ECC 15.280.090(C)(2)(b), on October 31, 2022.

- 4) Any person aggrieved by any action of the commission denying or approving a demolition request may file a notice of appeal as set forth in Chapter 15.230 ECC; however, such appeal shall be a closed record appeal to city council rather than to the hearing examiner. [Ord. 4807 § 41, 2018; Ord. 4725 § 3, 2016; Ord. 4656 § 1 (Exh. O2), 2013.]

What are the rights of an aggrieved party? 

The aggrieved party meaning refers to any party whose personal, property, or financial interests or rights are negatively impacted by another's action or by a statute, a judgment, or an order. The aggrieved party is **entitled to challenge the decision or the action legally in court.**

Pat Kelleher is a party to the proceeding and personal interests are negatively impacted by the demolition approval.

The decision to approve a COA for the demolition of the Wells Fargo Bank building should be vacated for the following reasons:

Commissioner Redmon lied during the Public Hearing concerning communication with the applicant.

The applicant purchased a site and building for \$800,000 in the Historic District that was fully operational and profitable for 38 years *Allegedly* let the building deteriorate beyond repair under the

applicants stewardship. No documentation is provided in the record of this proceeding to support the applicant claims.

The Applicant proposes to demolish the site and building for the reason given **“THE SIZE AND ORIENTATION OF THE BUILDING IS NOT WELL SUITED TO CONVERSION INTO A COMFORT STATION”**

If the Ellensburg City Council approves this COA of Demolition based on no evidence in the proceeding , Ellensburg has not lowered the landmarks and design standards in the Historic District but has placed the bar on the ground for future demolition approvals.

Not one scintilla of evidence is provided the in the two page applicant narrative or record of the proceeding to support the demolition per criteria considered found in Ecc 15.530.020 (B) (1)a-h

Additionally, the Commission shall also review the Building Design criteria as found in ECC Chapter 15.530. More specifically, the building design criteria which is applicable to historic buildings and districts in found in ECC 15.530.020, as follows:

ECC 15.530.020 Building Design: Historic Buildings and Districts

- A. Purpose. To preserve and reinforce the historic character of Ellensburg's downtown and older residential areas.
- B. Historic Buildings and Districts Standards and Guidelines.
 - 1) All development projects identified on the Ellensburg landmarks register are subject to review by the Ellensburg landmarks and design commission per Chapter 15.280 ECC and conformance with the following design standards for rehabilitating existing buildings.
 - a. Retain and preserve the overall historic character of the building;
 - b. Ensure that proposed alterations are compatible with the building's own architectural character, and do not create a false historical appearance;
 - c. Retain and preserve early alterations which have architectural significance in their own right;
 - d. Treat distinctive original features, finishes, and examples of skilled craftsmanship with sensitivity;
 - e. Repair rather than replace deteriorated architectural features whenever possible;
 - f. Use the gentlest means possible when surface cleaning exterior masonry;
 - g. Protect and preserve significant archaeological sites affected by the project, or provide mitigation for their disturbance; and
 - h. Design new additions to existing buildings and new infill construction to be compatible with the massing, scale, materials, and architectural features of adjacent historic structures.

The following is provided to clarify my testimony during the public hearing and the emails submitted before the Public Hearing included in the record of the proceeding.

My attached filing has been modified over time. A version was first submitted to the City Clerk after the Community meeting.



Just add firehouse doors.....



There has always been an alternate plan to repurpose the Wells Fargo Building.

Reasons to keep the Wells Fargo Drive-Thru

Building has been in historic district for 41 years

Repurpose will be less expensive.

Firehouse doors look will look great

Volume of building creates PLAZA experience

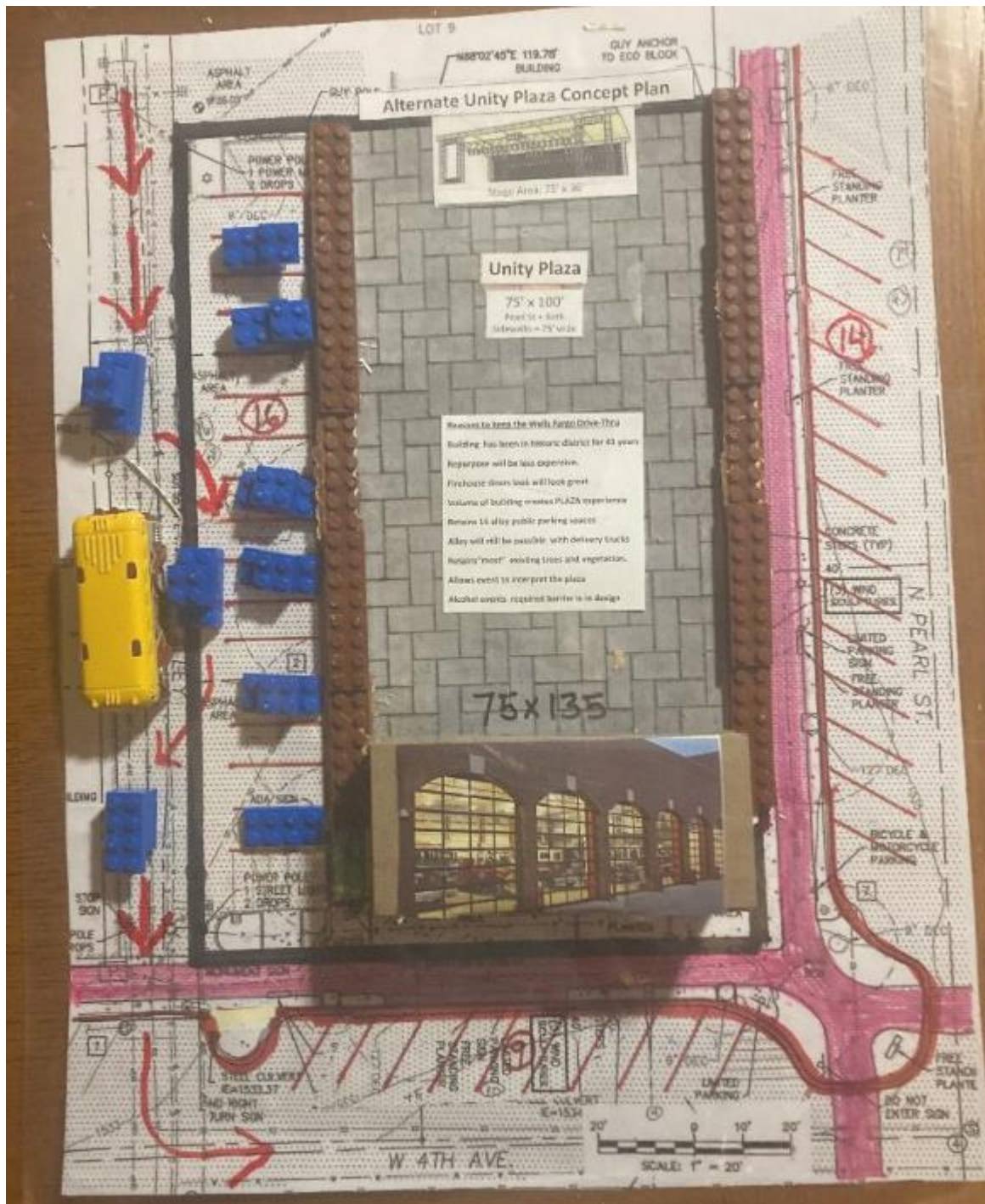
Retains 16 alley public parking spaces

Alley will still be passible with delivery trucks

Retains "most" existing trees and vegetation.

Allows event to interpret the plaza

Alcohol events required barrier is in design



National Register vs. Local Register

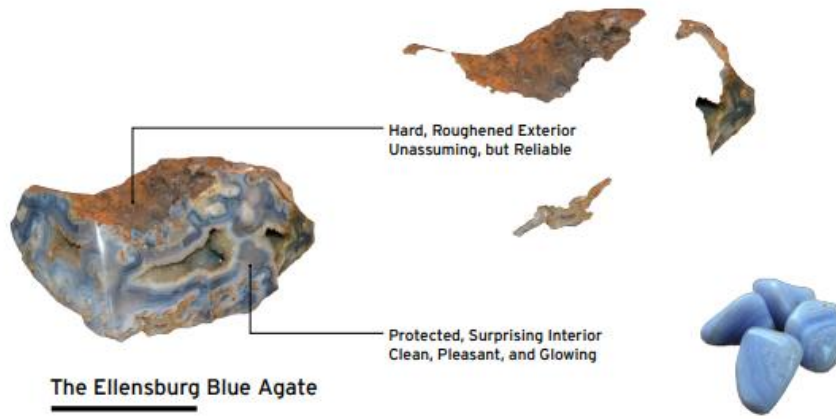
- The National Register is a voluntary and honorary designation. There are no restrictions to changes or demolition of National Register buildings unless the property owner is receiving preservation-related funding from the federal government. This is in the form of tax credits and grants.
- The local (Ellensburg) Register also requires owner consent. Changes to buildings in the local register undergo design review by the local preservation commission to issue a COA. Buildings listed in the Ellensburg Register are also eligible for a Washington State program called Special Tax Valuation.
- Properties can even be listed on both registers to maximize funding potential

THERE ARE NO RESTRICTIONS TO CHANGES OR DEMOLITION OF NATIONAL REGISTER BUILDINGS UNLESS THE PROPERTY OWNER IS RECEIVING PRESERVATION-RELATED FUNDING FROM THE FEDERAL GOVERNMENT.

This COA for demolition green lights any demolition in the Historic District if **“THE SIZE AND ORIENTATION OF THE BUILDING IS NOT WELL SUITED TO CONVERSION INTO A (fill in blank)”**

Landmarks and Design Commission approved the demolition of the Wells Fargo Drive-thru building as requested by the City Parks Director. This is part of the \$2.2 million Unity Park project that the City Council has contracted with the award winning design firm of Walker Massey from Seattle. Walker Massey plan is to replace the Wells Fargo building with a three hole outhouse for us hayseeds of Ellensburg.

CONCEPT DEVELOPMENT AND CHARACTER



WALKER|MACY |||||

UNITY PARK
City of Ellensburg, Washington 37

“Inspired by the Ellensburg Blue agate, the building takes on a form that is hard on the exterior(masonry), and holds an element of surprise (luminous, smooth interior). Public restroom interiors typically require a resilient finish, so the team adopted a color palette of resilient materials (color-body tiles) based on the range of blue agates, and skylights to create a wash of natural light and surprise for users.”

Seattle has a high rise public restroom with a panoramic vista of the city skyline. Thanks to Walker Macy Ellensburg will have a Million Dollar Loo “inspired” by the Ellensburg Blue.

There is not one scintilla of evidence in the record supporting the Applicants bold claims in their narrative for demolition. “Rehabilitating this building would be prohibitively expensive” . The City purchased this site for \$800,000 with a fully functioning and profitable building for 38 years. If the City ran a profitable building into the ground the public should be fully informed..

The size and orientation of the building is not well suited to conversion into a comfort station. The primary entrance to the building is on 4th Avenue, and while it is a chamfered corner, the building would require substantial alteration to accommodate the access and sightlines required for a comfort station. The interior of the building is in poor condition with water line breaks that have caused damaging flooding. Comfort stations are plumbing-heavy, which would require substantial slab cutting and underground work – in the confines of an existing building. This would add substantial cost, and with the points made above would not be a balanced return on investment. Rehabilitating this building would be prohibitively expensive, and the cost to value is much less than purposefully building a new comfort station in the right location. Furthermore, the existing building would be difficult to move without substantial demolition / removal of exterior finishes, and it would be a wash or more expensive than building a purpose-built comfort station. Lastly, while the building materials blend into the historic character of downtown Ellensburg, it is not historic and was built in 1981.

RENDERED PLAN AND CONTEXT



The size and massing of the proposed comfort building is too small in scale to fit the Historic District.

COMFORT STATION - SITE ELEVATIONS



The final design was predetermined before any public process started.

PREVIOUS WORK



The Applicant made a Council Member and Landmarks Commissioner stakeholders in their project. Mr. Redmon failed to disclose his involvement during the public hearing on demolition.

MEETING NOTES

Date	May 6, 2002	Time:	9:00am-1:00pm	Project #:	Unity Park P3500.01
With:	Brad Case - City of Ellensburg				
By:	Brian Bishop, Jen Montessoro - Walker Macy				

Walker Macy led conversations of how the existing Rotary Park, recently renamed Unity Park, is currently used and how the user groups envision its potential future use(s). Three separate groups convened, each for one-hour. The following are notes from those conversations:

Staff and Commissions Attendees – 9:00-10:00

<i>Monica Miller</i>	<i>Council Member (Executive Director Gallery One)</i>
<i>Heidi Behrends Cerniwey</i>	<i>City Manager</i>
<i>Chief Ken Wade</i>	<i>Ellensburg Police Department</i>
<i>Gregg Hall</i>	<i>Parks Maintenance Supervisor</i>
<i>Nicole Klauss</i>	<i>Public Information Officer</i>
<i>Karissa Witthuhn</i>	<i>Construction Project Manager (owner Pretty Fair Beer)</i>
<i>Jodi Hoctor</i>	<i>Aquatic & Recreation Supervisor</i>
<i>Brad Case</i>	<i>Parks & Recreation Director</i>
<i>Fred Redmon</i>	<i>Landmarks and Design Commission (retired architect)</i>
<i>Teresa Divine</i>	<i>DEI Commission (professor Law and Justice CWU)</i>
<i>Jerry Dougherty</i>	<i>Arts Commission (lecturer Theatre Art, production manager CWU)</i>

Comfort Station - what does a successful building mean, what are the storage and space needs?

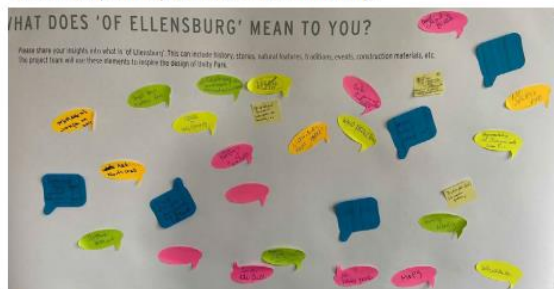
- Fred Redmon
 - Building in previous design seems too small to accommodate an office, storage, restrooms, etc.
- Ken Wade
 - Building should be graffiti proof and well lit
- Monica Miller
 - Store event chairs and tables inside the building
 - Supports gender-neutral and family friendly restrooms
- Heidi Behrends Cerniwey
 - Supports gender-neutral and family friendly restrooms

My extensive comments on this proposal , filed into the record of the proceeding, are the only “Public Comments” in the record but my comments were never “posted” to the BeHeard website. This statement is made only to document that my comments were always timely but never addressed.

The applicant did not include one “public comment post it note” into the record of the proceeding.

OPEN HOUSE RESULTS

What we asked: **What does 'Of Ellensburg' mean to you?**
Please share your insights into what is 'Of Ellensburg.'



Additional Comments:

- likes the sound of water but doesn't want water feature in this park
- kids and dogs are in the water together, and it's not sanitary
- stage should be heated
- Christmas dance space
- loves the idea of rotating art
- fire pits
- add historical layers to park: original plat map, historical play e.g., mining history
- whimsical play or child activity
- likes skating rink and way to draw people in during winter
- restroom: Who cleans it? Safety: lock at night
- worried about homeless being in park and restroom
- wind in microphone is problem for performers
- sleeves in ground for fences
- Jazz in the Valley has a 'green room' for performers to wait before going on stage
- wants concierge space for selling merchandise at events, nowhere else to sell during an event
- 20" or taller seating for tall senior
- comfort station needs breastfeeding/family friendly space, room without a toilet
- water misters for hot days
- wireless quick charging stations

'Of Ellensburg' Comments:

- permanent ___ on wall
- small town historic feel
- edible herb landscaping, perennials, native plants, hops
- no splash pad
- Eburg is welcoming
- no splash pad downtown! outer parks - yes, downtown - no
- community chalk board with prompts 'Before I die, I want to'
- extra parking? old folks
- Ellensburg night market
- wind protection
- solar on permanent shade structure doable
- night market and splash pad
- major wind block
- stage - yes! Riverwalk Park in Spokane is utilized for gathering, lunches, eating, etc.
- no splash pad
- major wind block
- no splash pad
- representative of everyone who lives here
- north art wall
- sculptural splash pad
- Dick Elliott art work on back wall
- save the bull
- synthetic lawn for responsible natural resource management
- no water park
- hops
- family friendly
- big gas fire pit for winter gathering
- walkable

WALKER | MACY

UNITY PARK
City of Ellensburg, Washington

The Landmarks Commission lines up the wrecking ball to Feng shui the Historic District.

Feng shui

Historically, as well as in many parts of the contemporary Chinese world, feng shui was used to orient buildings and spiritually significant structures such as tombs, as well as dwellings and other structures. One scholar writes that in contemporary Western societies, however, "feng shui tends to be reduced to interior design for health and wealth. It has become increasingly visible through 'feng shui consultants' and corporate architects who charge large sums of money for their analysis, advice and design."^[4]

“THE SIZE AND ORIENTATION OF THE BUILDING IS NOT WELL SUITED TO CONVERSION INTO A (fill in blank)”

Demo Explanation

Thorough study of the site shows that the existing bank building is located at the site's most prominent corner at Pearl Street and 4th Avenue. This may be the ideal location for a bank where open space is secondary, it is not the ideal location for a building in a public park. This location blocks the urban flow and access necessary for a park in this location. It creates poor sightlines into the future park, affects security and use, and creates functional challenges for the long-term adoption and contribution of this park to the urban fabric.

1

Parking

A 2019 parking study exists for the downtown, this plan leaves 17 alley parking spaces out of the existing total of the 30 spaces.

The yellow area is the area of potential effects of the preferred plan.

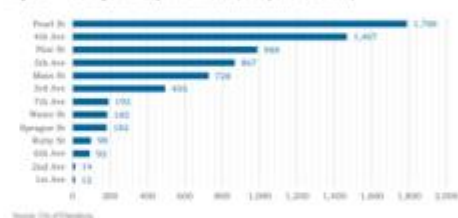


**17 spaces x \$1800 =
\$30,600/year in parking
mitigation**

Parking citations Jan 2015-March 2018 numbered 1,788 for Pearl street alone. What is updated information and how will this be addressed.

The majority of downtown parking citations occur on five downtown streets. Between January 2015 and April 2018, there were approximately 7,000 downtown parking violations, or approximately 2,000 per year. The five streets with the most violations represent 84% of all citations. Pearl Street and 4th Avenue had the most citations, followed by Pine Street, 5th Avenue and Main Street (Figure 10).

Figure 10 Parking Citations, by Downtown Street (January 2015 - March 2018)



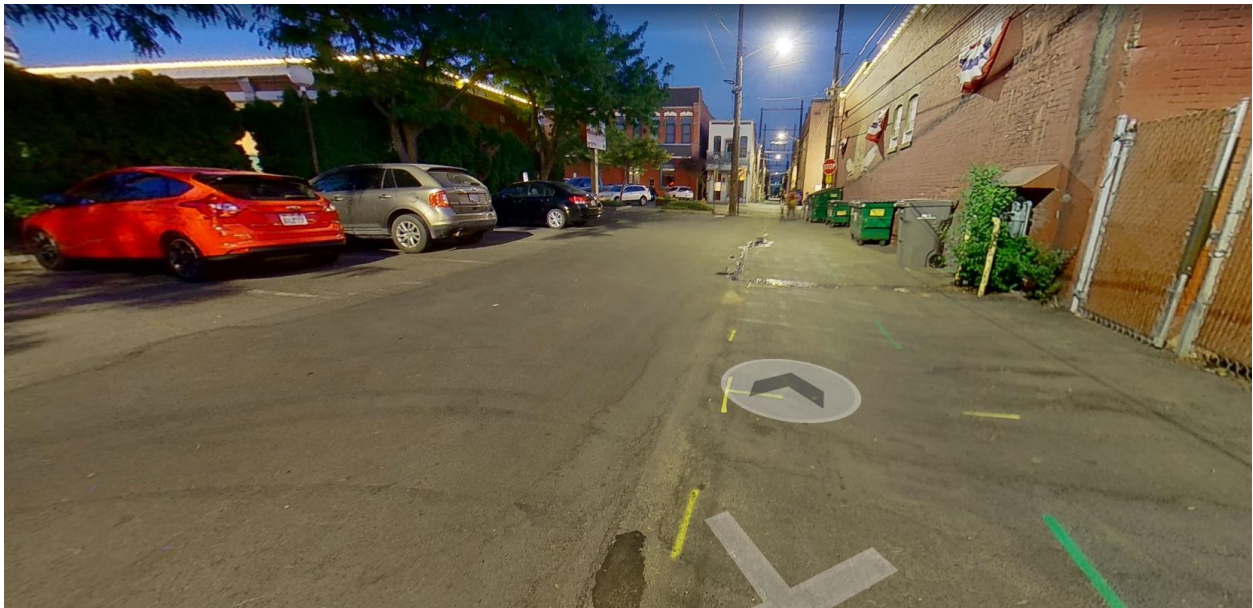
Neighborhood Consulting Associates, Inc. | 3-3

Alley parking

Making and/or establishing 17 parking spaces along the alley MAKES THE CITY \$1,800 ANNUALIZED COST PER SPACE X 17 SPACES = \$30,600 PER YEAR!!!!!!!!!!!!!! With no capital outlay



Parking has never been addressed. This will be the only Ellensburg park with zero off street parking . Worse 27 existing off street public parking spaces in the Historic District will be lost. The alternate proposal would retain 16 off street spaces while allowing a vehicle to pass delivery trucks that in the future will block the alley. The applicant has the right to build to the lot line, but it is in the public interest to retain the off street parking and delivery truck bypass to increase the business health of the Historic District.



By maintaining Off street alley parking at the site, vehicles can bypass delivery trucks that are unloading



The Parks Commission is out of step with Walker Macy's vision

Not in the record is the fact the Parks Commission never made a motion to approve and forward the Unity Park plan to the City Council.

The Parks Commission did approve and forward the City Council a letter on hostile architecture. When the Parks Commission discussed the letter the drafter specifically mentioned Pergolas as being hostile because they lacked a roof.

Shade Structures

Permanent shade structures (pergolas) will line the edges of the park providing much needed shade while maintaining the linear grid of the surrounding downtown. The structures hold the park edges providing both rhythm and organization to the overall park design. The shade structure design is simple and timeless, complimenting the comfort station and stage backdrop walls in size and materiality. We envision the frame of the shade structure as painted metal and the slats above as wood. Open overhead slats will provide shade protection without creating a solid roof. The height of the shade structures matches the height to of the comfort station and stage backdrop walls creating a direct relationship amongst all the park's vertical elements.

To become a Tree City USA , a community must have:

1. A tree board or department.
2. A tree care ordinance.
3. A community forestry program with an annual budget of at least \$2 per capita.
4. An Arbor Day observation and proclamation.

Cutting down all 41 year old trees on site will not endanger Ellensburg status as "A Tree City USA"

City Council Approved "Preferred Concept Plan" on 9/19/22. \$1.8 Million Budget with no costing information. For more information Google: Unity Park

Wells Fargo building just needs to be repurposed

To the Editor:

Our city purchased the Wells Fargo Building in 2019 for \$799,999. Located on the corner of 4th and Pearl it is a 2,200 square foot building on a half-acre lot.

Last Monday our City authorized an additional \$1.8 million to remove the Wells Fargo Building and all lot vegetation. Three new unisex restrooms and a 256-square feet concierge space will be built on the lot. The new building will look like the city-owned restrooms at Third and Main. The consultant could spend the entire city treasury polishing that style building and it will still look like a stool.

When the new restrooms are completed visitors to our historic downtown will be treated like Kings and Queens. In addition to sitting on golden thrones costing over \$800,000 each, the city plans to hire concierges.

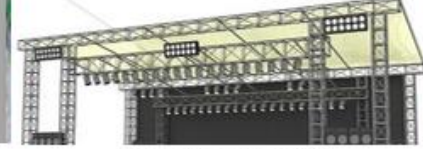
This extravagant train can only be stopped with four yes votes on a Monday.

I will continue to voice my belief that the Wells Fargo Building is the diamond of Unity Plaza. The building just needs to be repurposed. I will pontificate until the consultants contracted de-construction crew shatters the Well Fargo Building.

Pat Kelleher
Ellensburg

Agenda Item 8.A. - Exhibit 1, Page 16 of 58

Alternate Unity Plaza Concept Plan



Stage Area: 75' x 36'

Unity Plaza

75' x 100'

Pearl St + Both
Sidewalks = 75' wide



Photo of the Stuarts

Dry Granite Boulder Riverbed

Hitching Post

Existing and extended greenery

Food Trucks on Pearl Street

Barn Quilt

← Mini Storage →

← Controlled Walk-Through →

Green Room

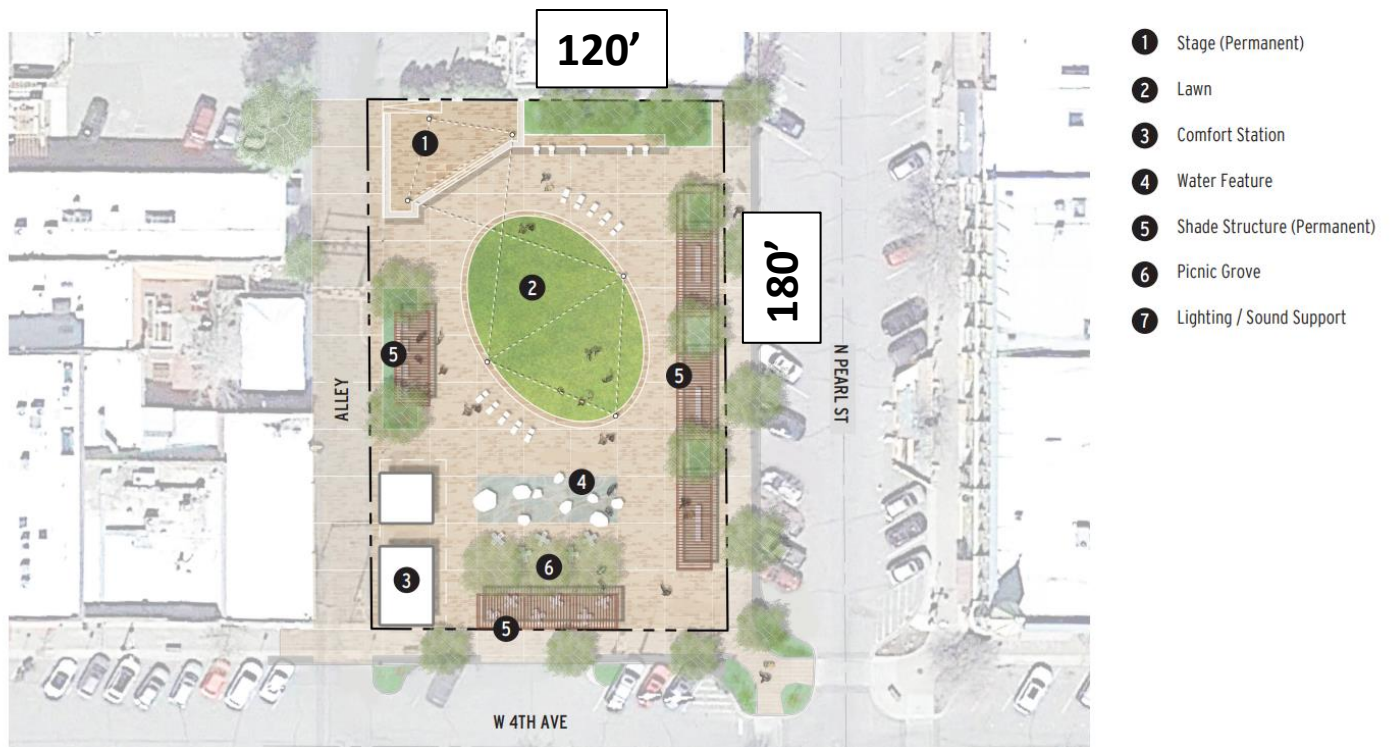


PREFERRED CONCEPT PLAN

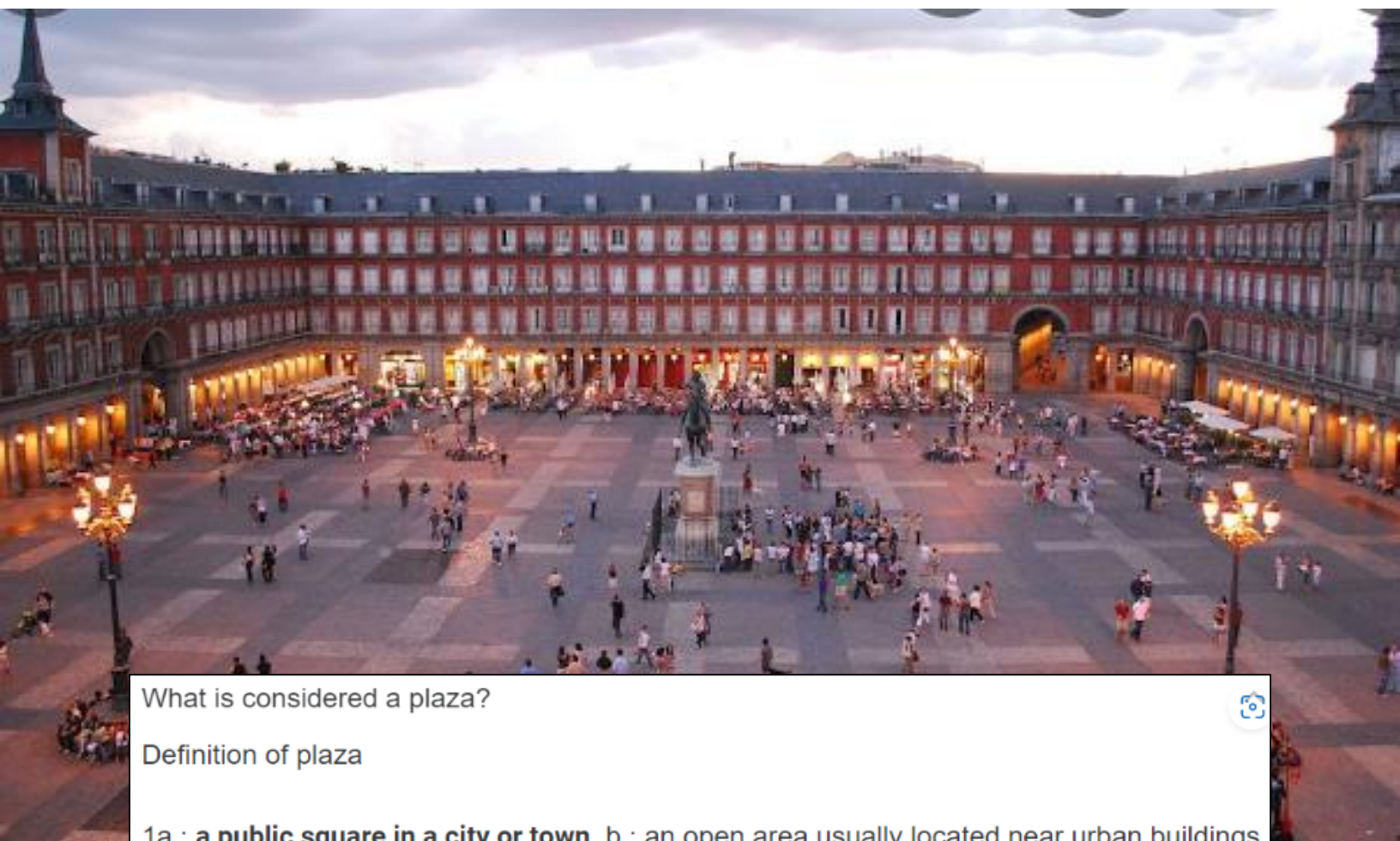


City Council Approved Monday September 19th \$1.8 Million Budget with no costing information

PREFERRED CONCEPT PLAN



120' x 180' = 21,600 sqft
0.5 acres



What is considered a plaza?

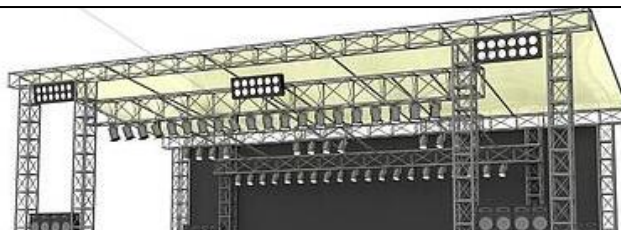


Definition of plaza

1a : **a public square in a city or town.** b : an open area usually located near urban buildings and often featuring walkways, trees and shrubs, places to sit, and sometimes shops. 2 : a place on a thoroughfare (such as a turnpike) at which all traffic must temporarily stop (as to pay tolls)

Unity Plaza

Alternate Unity Plaza Concept Plan



Stage Area: 75' x 36'

Photo of the Stuarts

Dry Granite Boulder Riverbed

Unity Plaza

75' x 100'

Pearl St + Both
Sidewalks = 75' wide



Hitching Post

Existing and extended greenery

Food Trucks on Pearl Street

Barn Quilt

← Mini Storage →

← Controlled Walk-Through →

Green Room



Review of Recommended Elements for Unity Plaza

Defining 4 TH STREET Edge of Unity Plaza	
	Repurpose drive through with Firehouse FROSTED DOORS
	Repurpose drive through for 990 sqft Mini storage
	Remodel/ build new COMFORT STATION
	Remodel/build new CONCERAGE AREA 400 vice 256
	BARN QUILT
	MOVE BULL with selfie post
	Historical display
	Rotary and logo on building
Defining Pearl Street Edge of Unity Plaza	
	Vegetation/curbing
	Flagpole
	wind art
	Lean two hitching post
Defining Northern Edge of Unity Plaza	
	New Stage
	Sound system
	DICK ELLIOT ART
Defining Western Edge of Unity Plaza	
	MT STUART SIGN
	Dry Granite cobble CREEK BED
	Watersplash pad moved to alder park/unity park
	New Vegetation
	Alley Fence
Defining Interior Space of Unity Plaza	
	PAVERS FOR 7,500 versus 21,600 SQ FEET
	staff time to READY PARK FOR ALCOHOL EVENT
Defining Alley Edge of Unity Plaza	
	Dog park
	Paint hold short line
	Repave for 14 spots
Defining Optional Electric Alley Edge of Unity Plaza	
	Install 7 dc level 3 charges
	Solar panels on drive through

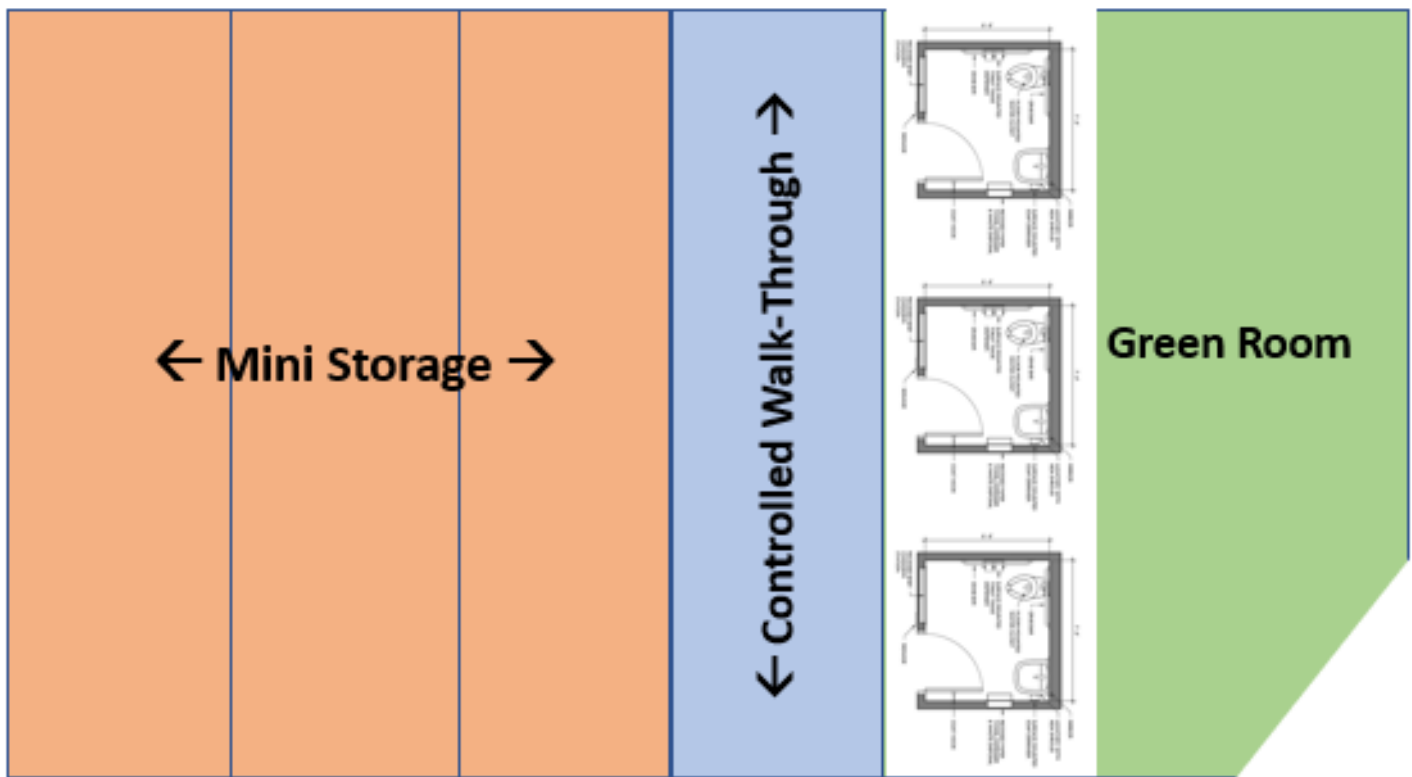
Timeline

1938	Olympia Block business location of Ellensburg Eye and Contact Lens. Moved in 1948
1980	Drive through Bank built
1999	City buys west Ellensburg Park \$2,000,000 for 360 Acres
19-Jun-01	City killed ordinance to put time limits on parking next to skate park
24-Aug-01	City purchase downtown portable restroom for \$40,000, three stalls. Hours 7:30 top dusk
17-Aug-04	Rodeo Kickoff Breakfast. Sound by JP Enterprises. Still providing sound in 2022
7-Jun-05	Moved Portable Restroom to "Friendship Park" location "Not being used"
26-Jun-14	New wind art installed at Rotary park Lyman Whitaker artist
2016	City adds parking to Rotary Park
18-May-18	City pursues to buy land, Banklease expires 2020
25-May-18	City contracts for \$25,000 Downtown Parking Survey
16-Nov-18	Rotary Park in "review process" Brad Case
20-Sep-19	City purchases 22,500 sqft area for \$799,000
4-Oct-19	Citizen input on what to do with Rotary Park. First mention of water feature and grass by Cathy Poshusta. "clean Canvas"
25-Mar-21	Named Unity Park. Nancy Goodloe Council Member. Place to gather and have meaning
Sep-21	Econnorthwest Steet Study
16-Dec-21	Daily record Editorial on vacation of Pearl
15-Feb-21	City council options for Pearl Temp/seasonal /permanent
23-Feb-22	Council approves \$65,000 Walker Macy contract "The idea is how does the park blend into the sidewalk and then into street" Brad Case
23-Mar-22	City Council pulls Pearl street permanent/seasonal closure option.
23-Jun-22	City Council extends streeteries until Nov 1,2022
23-Jun-22	1st coffee with City Council

Defining 4th Street Edge of Unity Plaza

Save & Renovate Historical Drive-Through Infrastructure to Create a Defined Event Area by installing frosted Firehouse doors on both sides of the building





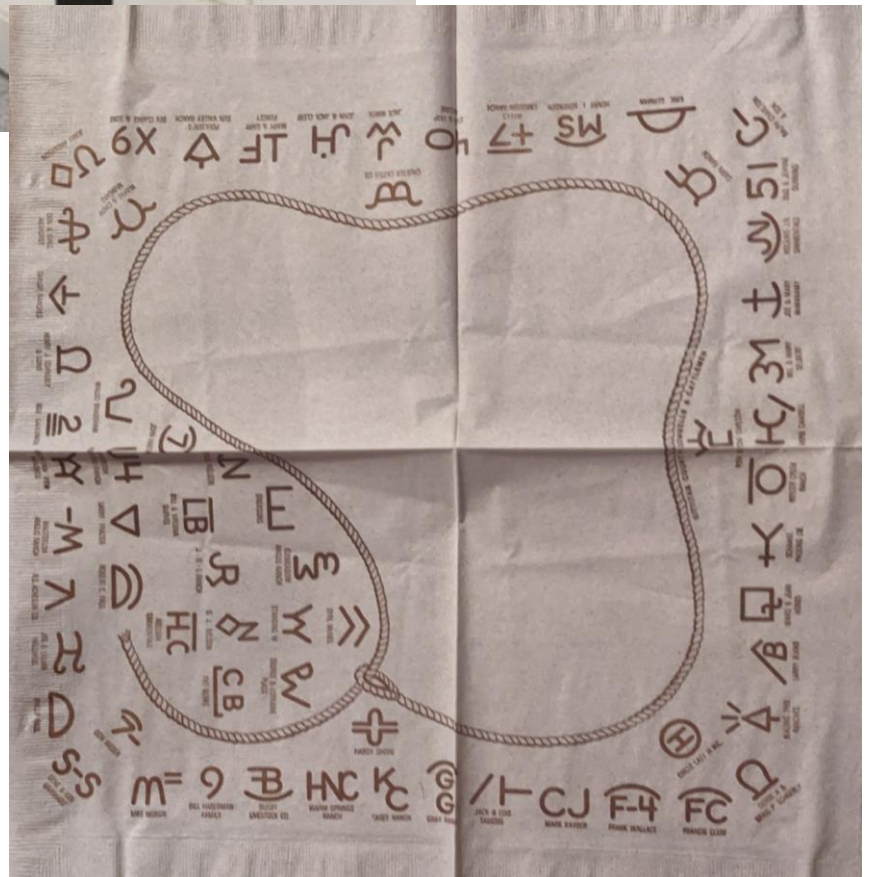
Repurposing the existing bank building into a mini-storage, control-point, restroom & green room!



Defining Pearl Street Edge of Unity Plaza

East Edge Perimeter

100' Hitching Post Broken into 18" panels
with a roper's rope tied in between posts as
lower rail fence





Using Pearl Street Parking for Food Trucks

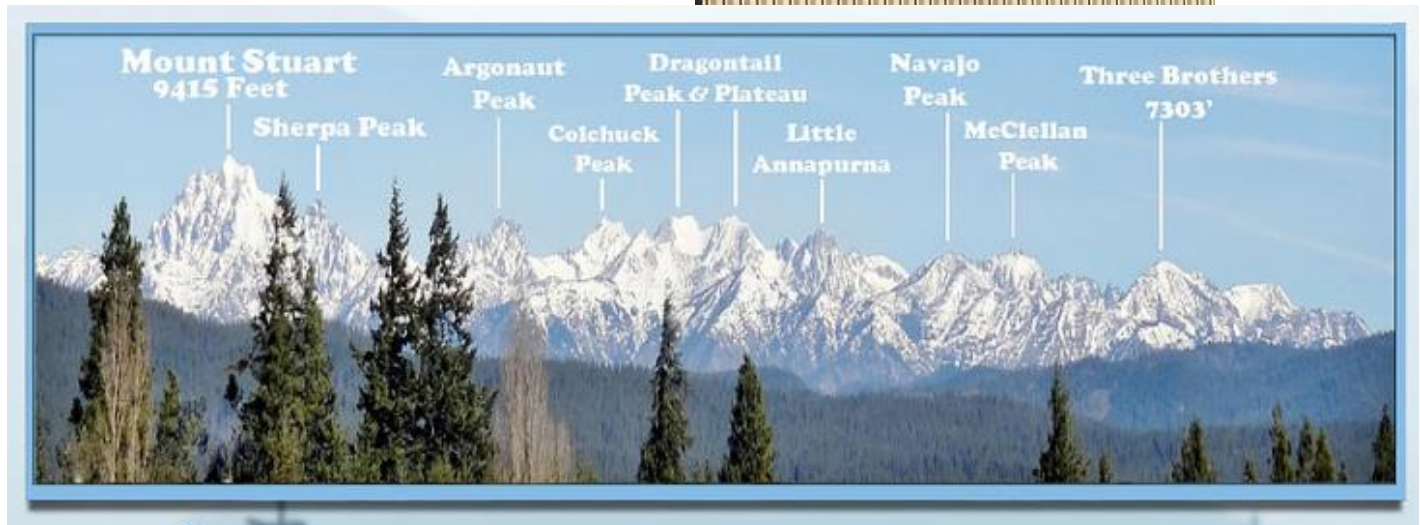
Defining the North Edge of Unity Plaza



Turn-Key Stage Space &
Associated Equipment is
part of the capital
expense of the project

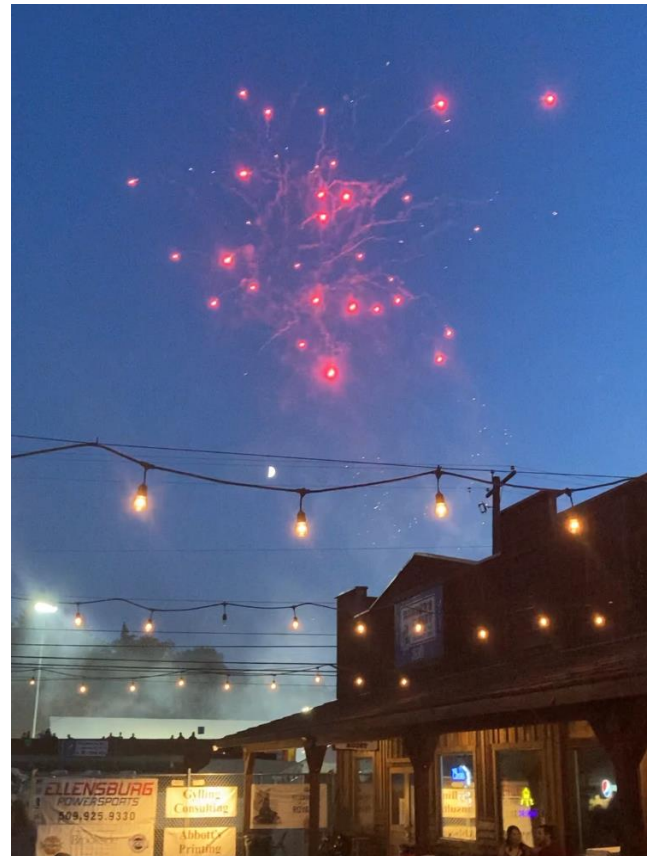
Defining the West Edge Perimeter of Unity Plaza

Defined by a black chain-link fence with 4' of granite rock, riverbed in front of it and a view of the Stuart Mountains from Reed Park applied to the fence similar to the 'World Famous Timothy Hay'



Defining the Interior Space of Unity Plaza

Daily Space Availability for Flexible Use.
Invisible guide-wires from the Stage to
the top of the driveway building for
lights/shade devices



Honoring Rotary

Ellensburg Rotary since 1922



Appendix C: Ellensburg Downtown Events

List of Events at Unity Park and Pearl Street

Source: City of Ellensburg

Event Name	Event Description	Season	Event Duration	Attendance	Location
St. Paddy's Day 5k Run	5k run around downtown, beer garden, kids games, food	Spring	1pm-8pm	850	Unity Park
Eastern Washington Brewfest	Axe throwing, beer garden, mechanical bull, food, music	Spring	11am-6pm	700	Unity Park
Ellensburg Germanfest & Parade	Germanfest and community parade with daschunds	Spring	8am-3pm	600	Unity Park
Hoedown in the Downtown	Live music, beer garden, merchandise vendors, food truck	Summer	1 night, 3 hours	500	Unity Park
Jazz in Valley	Community jazz festival held at various locations; Unity Park is the main location	Summer	3 days, 2 nights	5000	Unity Park
Rodeo Kickoff Breakfast	Kickoff event for the Kittitas County Fair and Ellensburg Rodeo	Summer	6am-11am	500-800	Unity Park
Rodeo Kickoff Parade	Kickoff event for the Kittitas County Fair and Junior Rodeo Parade	Summer	6am-11am	500-800	Pearl Street
Rodeo Parade	Community Parade	Summer	6am-11am	5000	Pearl Street
Buskers in the Burg	Street performers, kids' activities	Fall	9am-2pm	1200	Unity Park
Moments to Remember	Downtown Holiday event	Fall	3pm-9pm	1000	Unity Park
CASA Rocks Cornhole Event	Cornhole tournament, beer garden, family activities, food, bands	Fall	11am-5pm	150	Unity Park
Winterhop Brewfest	Craft and microbrew tasting available throughout downtown; Unity Park is the main check-in	Winter	12pm-5pm	2000	Unity Park

Where is the Potential List of Events that could Utilize the Space?



How will Farmer's Market Interface with new Plaza? ...

Policy

- Unity Park is the ONLY Ellensburg Park when permitted with specific event approval by City Council
- Washington State Liquor Control Board requires specific site plan approval for each event
 - Minimum perimeter is a 42" fence



Agenda Report

Date: June 3, 2019
To: City Council
Through: John Akers, City Manager
From: Brad Case, Parks & Recreation Director
Subject: Consideration of Approving the Service of Alcohol at Jazz in the Valley

Summary: Council is being requested to approve the service of alcohol during Jazz in the Valley, which is scheduled to take place July 26-28, 2019 at the Rotary Pavilion.

Background: The events associated with Jazz in the Valley includes the service of beer and wine, in addition to live music, and food vendors.

Event organizers have submitted a special event permit application as well as the necessary insurance.

Findings and Analysis: Section of 6.64.260 of the Ellensburg City Code requires Council approval for any special event at which alcoholic beverages are served, subject to compliance with all the other requirements set forth in the Special Event chapter. The vendors will have to agree to changes required for the insurance and indemnity provisions of the permit before it will receive final approval.

Fiscal Impact: There is no fiscal impact associated with this request.

Recommendation: Approve the service of alcohol at the Rotary Pavilion for Jazz in the Valley scheduled for July 26-28, 2019.



Everyone has the same
right to the Park
It should be designed to
address known concerns



Bars close at 2AM ...



Splash Pad – Already Planned for North Alder Park & Fully Funded Through Unity Park Savings

North Alder Street Splash Pad

Our Work / Local Parks / North Alder Street Splash Pad

CATEGORY OVERVIEW

Local Parks grants help protect these symbols of vibrant communities, providing places for families to gather and play and promoting a healthy and active lifestyle in an era when people spend increasing amounts of their time inside. The WWRP is the largest source of local parks funding in Washington, helping communities fund the acquisition, development, and renovation of vital recreation areas and green spaces.

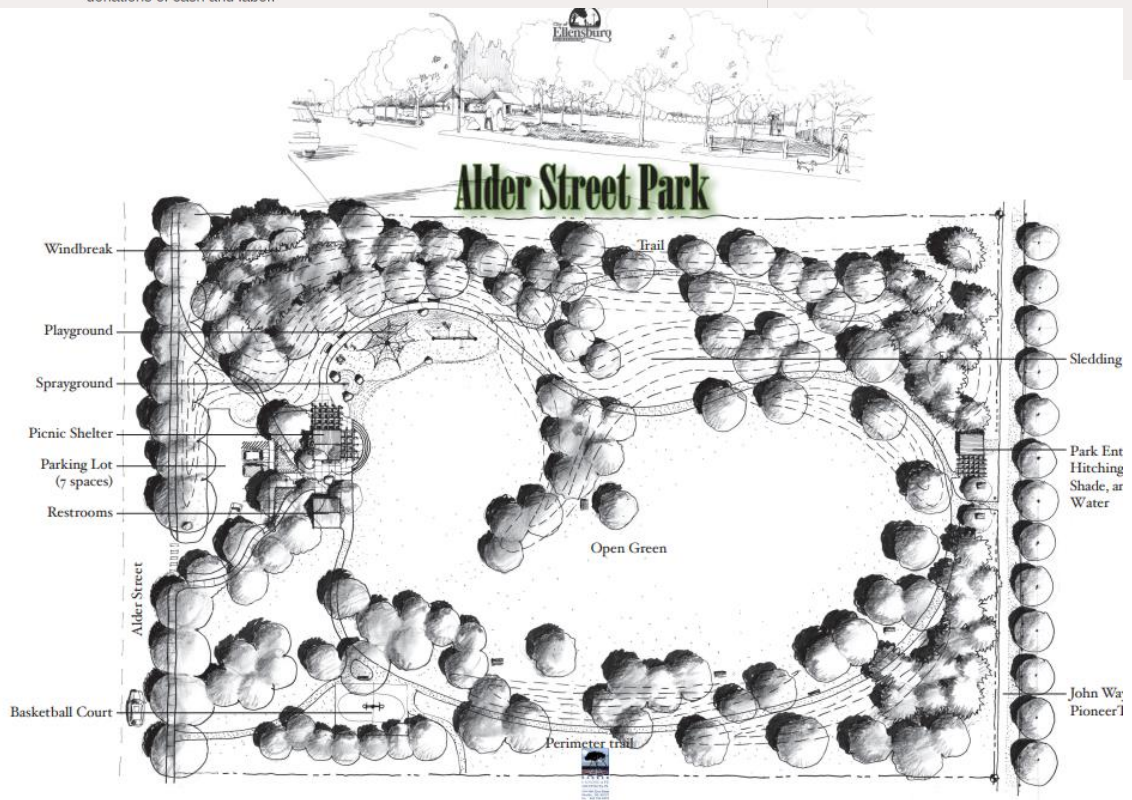
PROJECT HIGHLIGHTS

The Ellensburg Parks and Recreation Department will use this grant to construct a spray pad in the 5.5-acre North Alder Street Park, in Ellensburg. This spray pad will be the only outdoor aquatic facility available to Ellensburg residents. North Alder Street Park is the city's newest park and has only been open since the summer of 2013. Ellensburg will contribute \$75,000 in cash and donations of cash and labor.

QUICK FACTS

WWRP Applicant: Ellensburg Parks & Rec Dept
Category: Local Parks
WWRP Grant: NULL
Applicant Match: 75000
Project Type: Development
County: Kittitas
Legislative District: 13
Status: Board Preliminary Approved
RCO Project # 16-1961

NSERVATION



Defining the Alley Edge of Unity Plaza Parking

A 2019 parking study exists for the downtown, this plan leaves 17 alley parking spaces out of the existing total of the 30 spaces.

The yellow area is the area of potential effects of the preferred plan.

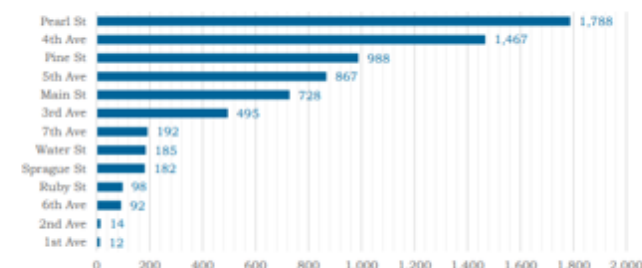


**17 spaces x \$1800 =
\$30,600/year in parking
mitigation**

Parking citations Jan 2015-March 2018 numbered 1,788 for Pearl street alone. What is updated information and how will this be addressed.

The majority of downtown parking citations occur on five downtown streets. Between January 2015 and April 2018, there were approximately 7,000 downtown parking violations, or approximately 2,000 per year. The five streets with the most violations represent 82% of all citations. Pearl Street and 4th Avenue had the most citations, followed by Pine Street, 5th Avenue and Main Street (Figure 10).

Figure 10 Parking Citations, by Downtown Street (January 2015 – March 2018)



Source: City of Ellensburg

NelsonNygaard Consulting Associates, Inc. | 3-3

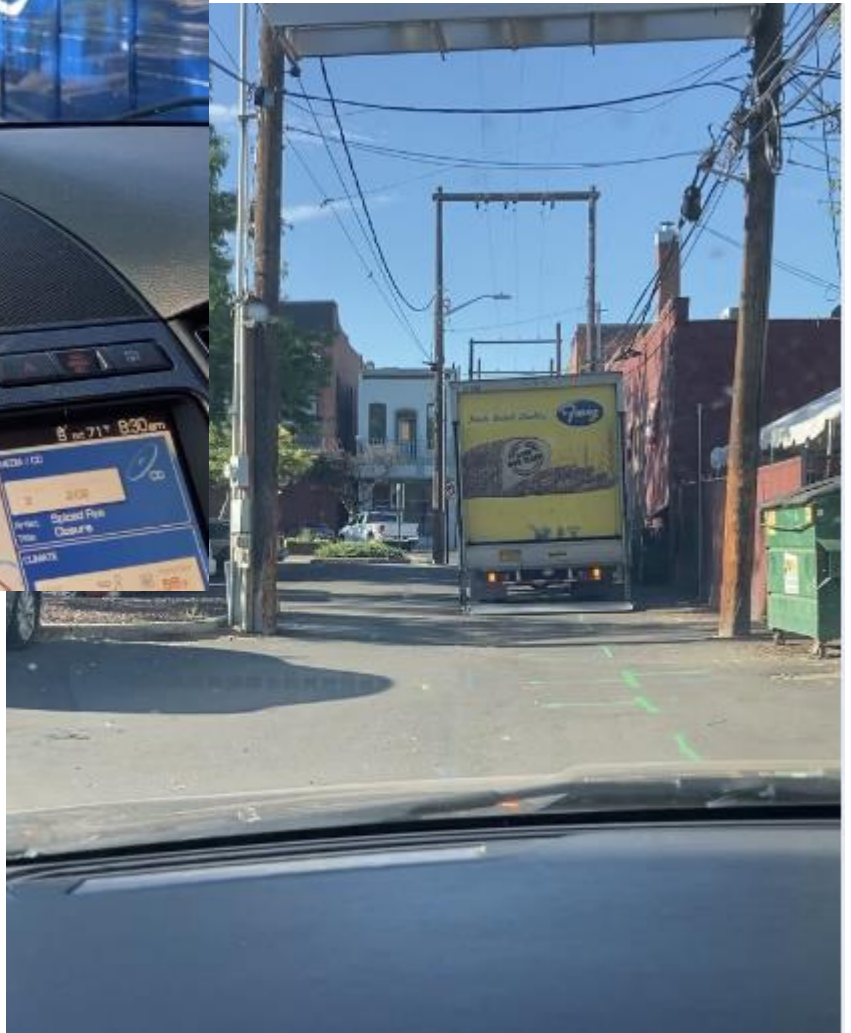
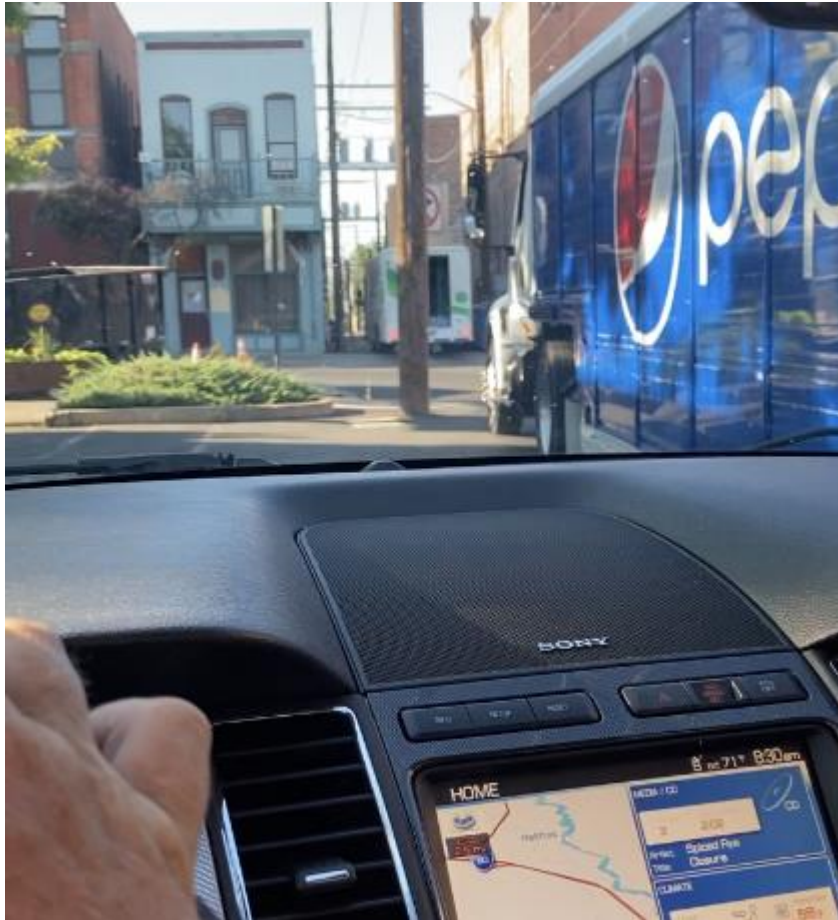
Alley parking

Making and/or retaining 17 parking spaces along the alley MAKES THE CITY \$1,800 ANNUALIZED COST PER SPACE X 17 SPACES = \$30,600 PER YEAR!!!!!!!!!!!!!! With no capital outlay

EXAMPLE GARAGE COSTS

$$\begin{array}{rcl}
 \$20,000 / \text{space} & + & 30 \text{ years at } 5\% \\
 \text{construction} & & \text{Debt service} \\
 & & \$500 / \text{space} / \text{year} \\
 & & \text{O\&M} \\
 \hline
 \$1,800 / \text{space} & \div & 336 \\
 \text{annualized costs} & & \text{use days per year} \\
 \hline
 \$5.36 / \text{space} / \text{day} & & 100\% \text{ cost recovery}
 \end{array}$$

Alley Blockage; can be prevented and mitigated by painting a hold-short line in the alley allowing vehicles to safely pass on the driver side trucks doing delivery



Dog Rest Area for i90 Traffic



Save our
40-year
old trees!



Visitor Center Information we can do better



Thank you!

Questions?

Existing Condition



Take a
Virtual
Tour!





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

AGENDA REPORT

MEETING DATE: Wednesday January 25, 2023

TO: Landmarks and Design Commission

THRU: Jamey Ayling, Community Development Director

FROM: Stacey Henderson, Senior Planner – Historic Preservation

APPLICANT: Brad Case, agent for owner. #P22-115

PROJECT TITLE: Public Hearing for Consideration of a COA for the proposed demolition of the old Wells Fargo Bank building and Rotary Pavilion.

PROJECT DESCRIPTION: The applicant has proposed to demolish the old Wells Fargo Bank building on the corner of Pearl Street and 4th Ave, and the Rotary Park Pavilion on Pearl Street. The proposed demolitions are in preparation for the new construction of Unity Park, on Parcel ID #146933. The subject parcel is located within the Downtown Ellensburg National Register Historic District and Local Landmarks District, in Central Commercial (C-C) zoning (Exhibit A). The applicant has provided a site plan that shows proposed demolitions and features throughout the park that will remain or be moved (Exhibit B.3). This COA review (P22-115) addresses the proposed demolitions associated with the park development. A separate COA, (P23-002) will address the proposed designs of the new structures for the park. The application (Exhibit B.1) was received by the Department and determined to be complete, per ECC 15.280.090(C)(2)(b), on October 31, 2022.

TYPE OF REVIEW:

Review of proposed changes to landmarks register properties is required per **ECC 15.280.090 (A)**, as follows:

A. Review Required

- 1) No person shall alter, repair, enlarge, newly construct, relocate, or demolish any registered landmark, or any property located within a landmark district, nor install any exterior sign or mural pursuant to subsection (A)(2) of this section, without review by the landmarks and design commission and issuance of a COA. In the case of murals, the arts commission shall first

review and provide its recommendations to the landmarks and design commission of any proposal for a mural to be located on a registered landmark or within a landmark district. Factors to be considered by the arts commission include media to be used, method of application, stability, building/site, mural location and practicability of project.

- 2) This review shall apply to all exterior features of the property visible from a public right-of-way. This review applies whether or not a permit from the city of Ellensburg is required.
- 3) Review of alterations to Ellensburg landmarks register properties under this chapter is in lieu of design review required for projects and sign review per ECC 15.210.050(B).

Procedures specific to demolition are further described in ECC 15.280.090(D) as follows:

D. Demolition. Application for a COA for whole or partial demolition of a property listed in the Ellensburg landmarks register shall be reviewed by the landmarks and design commission in accordance with the procedures set forth in subsection (C) of this section and ECC 15.280.100 with the following exceptions:

- 1) The landmarks and design commission shall meet initially with the applicant to consider alternatives to demolition, including available incentives for preservation. These negotiations may last no longer than 90 calendar days from the first meeting of the landmarks and design commission, unless either party requests an extension.
- 2) If no request for an extension is made and the existence of a condition of unreasonable economic return, as set forth in ECC 15.280.100, has been proven and no alternative to demolition has been agreed to, the landmarks and design commission shall make a decision on issuance of the COA. The preservation planner shall promptly transmit a copy of such decision to the building official.
- 3) The landmarks and design commission may require conditions of approval including, but not limited to, mitigation measures.
- 4) Any person aggrieved by any action of the commission denying or approving a demolition request may file a notice of appeal as set forth in Chapter 15.230 ECC; however, such appeal shall be a closed record appeal to city council rather than to the hearing examiner. [Ord. 4807 § 41, 2018; Ord. 4725 § 3, 2016; Ord. 4656 § 1 (Exh. O2), 2013.]

In accordance with the procedures outlined in subsection (D) above, the LDC held their initial meeting with the applicant on November 15, 2022. At the conclusion of the meeting, the LDC did not ask the applicant to consider alternatives for demolishing the structures, and agreed this proposal can move forward to the public hearing. The request for the COA is now moving forward in accordance with the procedures outlined in subsection (A) above.

STAFF COMMENTS:

The two structures proposed for demolition are the old Wells Fargo Mini-Bank building, and the Rotary Park Pavilion. The mini-bank building was built in 1981 and is not considered a historic-contributing resource to either of the downtown historic districts because it does not meet the 50-year threshold requirement. The mini-bank building is one-story, with brick veneer, a flat roof, and it displays elements of classical style details. The Rotary Park Pavilion was built in 1980 and is also not considered a historic-contributing resource to either of the downtown historic districts because it does not meet the 50 year threshold requirement. The Pavilion is a rectangular wood frame pavilion with chamfered corners, a flat roof, and is positioned on a stepped concrete platform.

At the November 15 preliminary discussion of possible alternatives to the demolition of these structures, the applicant explained the design process with the commission, and reasons for proposing demolition. The applicant and design team have worked closely with stakeholder groups within the community and organized several public meetings requesting input on park amenities and layout. Although much consideration was given to keeping the brick bank building, ultimately, the location of it blocks the new park from being visually open to the surrounding neighborhood, and moving the structure was cost prohibitive. The pavilion is proposed for demolition, because the proposed new park design includes a new performing stage in the northwest corner of the parcel, allowing for more open gathering space at the park.

The applicant has provided a narrative, demolition plan, and proposed park plan, and has also begun working with local groups who typically host events to find alternative locations for this year during the parks construction. Although the only demolition within the LDC jurisdiction are the items circled in red (Exhibit B.3), the applicant has also circled in blue, existing park features that will either be relocated on site, or preserved and moved to a different site. The design compatibility and specific design materials of the new park structures will be reviewed at a separate public hearing (P23-002). The current discussion for P22-115 addresses whether or not to approve demolition of the bank building and pavilion, while taking into account the information provided by the applicant.

The current National Register nomination lists the period of significance from 1890-1930. These buildings were built in 1980 and 1981, and therefore do not fall within the current period of significance by roughly 55 years. Per ECC section 15.280.080 Ellensburg Landmarks Register requirements, these buildings do not qualify for listing individually as historic or historic-contributing because of their age.

RECOMMENDATION: Staff has reviewed the criteria in the Ellensburg City Code and recommends that the Certificate of Appropriateness (COA) be **granted** by the Commission for the proposed demolition of the Old Wells Fargo bank building and Rotary Pavilion, as proposed, with **one condition**:

1. Photo documentation of the buildings shall be completed by the applicant prior to the demolition, and such records shall be provided to the City of Ellensburg and the Kittitas County Historic Museum.

If the Commission should choose to follow the recommendation of Staff and approve the COA, Staff would advise the Commission that the following Findings of Fact are applicable to this project:

1. Per ECC Sections 15.280.090 and 15.530.020, the LDC has jurisdiction to review this project.
2. The applicant is the agent for the owner of this property and can pursue this action. The proposed demolitions are on Parcel ID #146933, located within the boundaries of the Downtown Ellensburg National Register and Local Landmarks Districts.
3. The old bank building and Rotary Pavilion do not meet the criteria to be classified or listed as historic or historic-contributing buildings to the districts or individually, as they do not independently meet the National Register Criteria, or the criteria for inclusion in the Ellensburg Landmark Register as denoted in ECC 15.280.080.
4. The applicant has worked with the public extensively to gather and incorporate community feedback, and has provided adequate information documenting the design process and the need to demolish these structures.
5. The demolition, if approved with one condition, would be in keeping with the required process, per ECC 15.280.090 (A) and (D).

In addition, if no public comment is received during the public hearing portion of the meeting, the following Finding of Fact would also be applicable:

6. No public comment was received.

After the close of the public hearing, if it is determined that additional findings of fact are pertinent, they should consist of concise statements of the underlying facts in support of the decision made by the Landmarks & Design Commission. Findings of Fact should be made by the Commission, regardless of whether the project is approved or denied.

When making the final motion, the Commission may also include any conditions of approval that are appropriate to this application.

EXHIBITS:

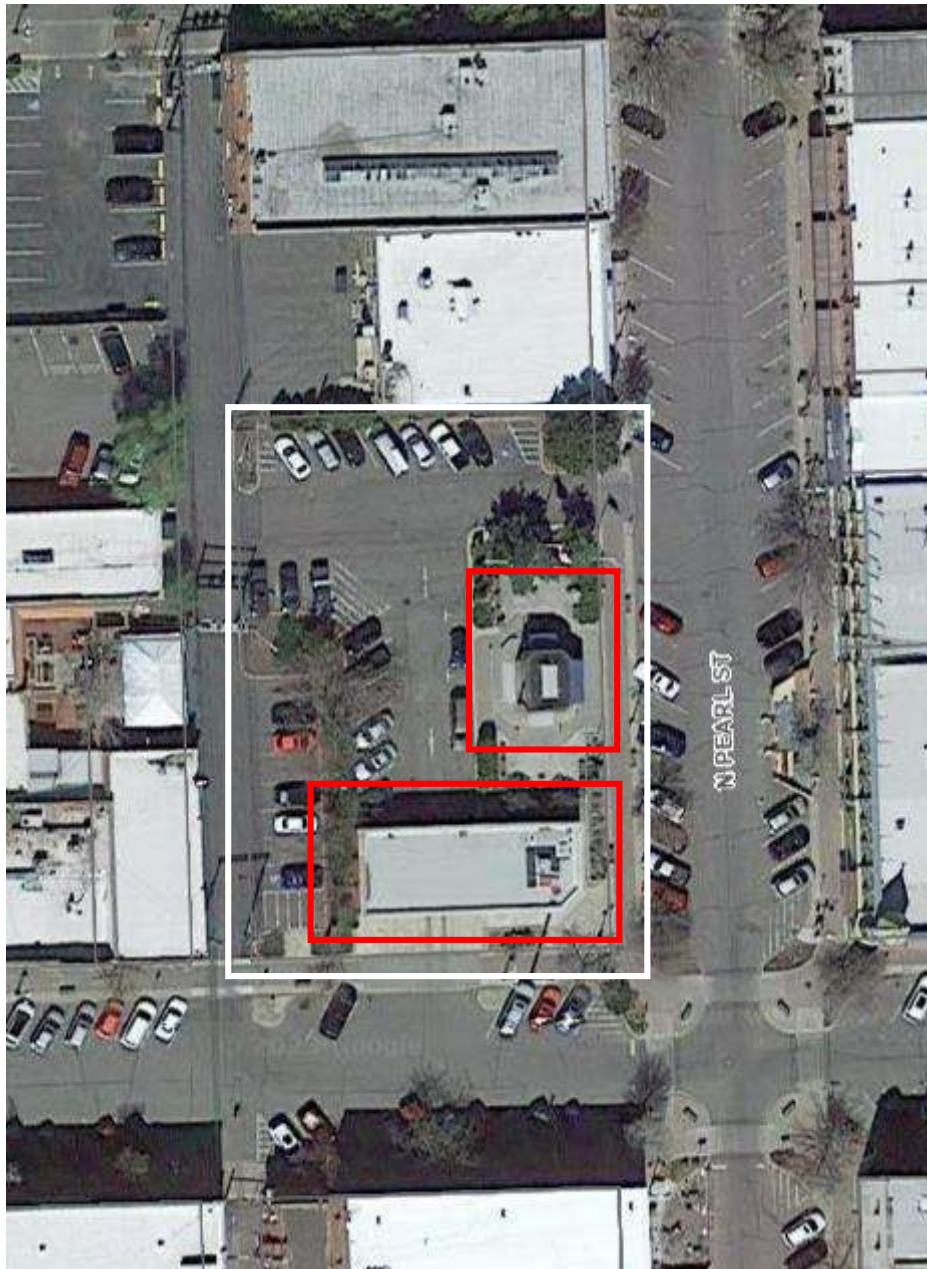
A. Location Map

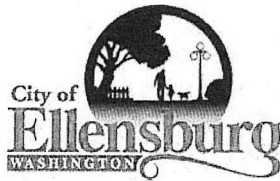
B. COA Application Materials submitted by the applicant, including

1. Application
2. Narrative
3. Proposed Demo Plan and Park Plan
4. Additional Photographs

Exhibit A- Location Map

Parcel ID #146933





Landmarks & Design

Certificate of Appropriateness Application

PA-10
APPLICATION

Community Development Department

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

The City of Ellensburg Landmarks and Design Commission, per Section 15.280.020 of the ECC, has jurisdiction over historic districts. It safeguards the heritage of the city as represented by those buildings, districts, objects, sites and structures which reflect significant elements of Ellensburg's history.

Review of changes to Landmarks Register properties is **required**, per Section 15.280.090. "No person shall alter, repair, enlarge, newly construct, relocate or demolish any registered landmark or any property located within a Landmark District nor install any exterior sign...without review by the Landmarks and Design Commission and approval of a **Certificate of Appropriateness**". This review shall apply to **all** exterior features of the property visible from a public right-of-way. **This review applies whether or not a permit from the City of Ellensburg is required.**

OFFICIAL USE ONLY:

Staff Person:	KB
Date Submitted:	10/31/22
Fee Total:	N/A
LDC FILE #:	P22-115
Associated Permit File #:	

PROPERTY OWNER: (Note: If the Applicant is not the Owner, attach written authorization from the legal owner(s).)

Legal Owner Name(s):	City of Ellensburg	Day Phone:	509-925-8639
Mailing Address:	501 N Anderson St, Ellensburg, WA 98926		
E-mail:		Cell Phone:	

***APPLICANT:**
☒ Owner

☐ Contractor

☐ Tenant

☐ Other

Name:	Brad Case - City of Ellensburg	Day Phone:	509-925-8639
Mailing Address:	501 N Anderson St, Ellensburg, WA 98926		
E-mail:	caseb@ci.ellensburg.wa.us	Cell Phone:	

CONTACT PERSON:
☐ Owner

☐ Contractor

☐ Tenant

☒ Other

project design consultant

Name:	Jen Montessor - Walker Macy	Day Phone:	206-582-3874
Mailing Address:	217 Pine St, Suite 550 Seattle, WA 98101		
E-mail:	jmontessor@walkermacy.com	Cell Phone:	

PROJECT INFORMATION:

This application shall be submitted, with all required information, to Community Development Staff and deemed a complete application, to be considered for a public meeting. At the duly-noticed public hearing, the Landmarks and Design Commission will make a decision of whether to approve, approve with conditions or deny the Certificate of Appropriateness application. Per Section 15.210.050.B, a denial may be appealed to the City Council. Please consult with the Senior Planner for Historic Preservation if you have any questions. All projects must meet the City of Ellensburg Design Standards (Title 15) and ECC 15.70, Landscaping Requirements. A copy of the Design Standards is available at the Community Development Department or located online at www.codepublishing.com/wa/ellensburg.

☐	Parcel Number of Site:	146933	
☐	Site Address:	400 N. Pearl St., Ellensburg, WA 98926	
☐	City Zoning Designation:	Central Business District & CC	Is a building permit required: ☒ Yes ☐ No

(Over)

PROJECT INFORMATION:

☐	Project Description:	In a separate narrative, please describe how your project complies with the guidelines for historic properties listed in Sections 15.280.090, 15.530.020 & 15.530.030.
☐	Site Plan:	1. All building locations and dimensions to property lines and other structures. 2. Property lines and easements. 3. Setbacks, open space and landscaping. 4. Rights of way, curbs, parking sidewalks. (The site plan shall be legibly drawn to a minimum scale of 1:20 on substantial paper a minimum 11" x 17" size)
☐	Parking Lot Plan:	Must have preliminary approval by Public Works for parking lot plan.
☐	Exterior Lighting:	Identify the location, design, wattage and lighting orientation.
☐	Exterior building alterations, rehabilitation or restoration:	1. Scaled building elevations of all building sides. 2. Samples of types of materials to be used in the construction. 3. Paint colors & design (each paint color applied to 8-1/2" x 11" poster board. 4. Type of paint removal method (i.e. water, chemical, mechanical). 5. Repointing mortar joints – pointing styles and method. 6. Window repair/replacement/alteration detail.
☐	Signage:	1. Colored design 2. Dimensions 3. Location – Drawing or photograph depicting sign(s) on the building or pole. 4. Type of illumination.
☐	Dumpster:	1. Screening materials & colors 2. Location
☐	Special Valuation	Submit documentation for application for Special Valuation for Historic Purposes per ECC 15.280.110 if applicable.

PLEASE NOTE: Items marked above shall be submitted to the Community Development Department **Twenty-One (21) Calendar Days before** the regular scheduled meeting of the Landmarks & Design Commission to allow time for review, processing and advertising according to WA State Statute. The Landmarks & Design Commission meets on the first Tuesday of each month and, if needed, on the third Tuesday of each month.

Stacey Henderson, Senior Planner/ Historic Preservation, is the staff liaison to the Landmarks & Design Commission.

Telephone: (509) 925-8608

FAX: (509) 915-8655

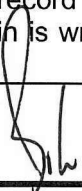
E-mail: hendersons@ci.ellensburg.wa.us

SIGNATURE OF LEGAL OWNER or REPRESENTATIVE AS AUTHORIZED BY THE LEGAL OWNER:

I, Brad Case, (print name) affirm that the above responses are made truthfully and to the best of my knowledge. I hereby apply for this permit application and acknowledge that I have read this application and state that the information is correct and that I agree to comply with all city ordinances pertaining to this permit if granted.

I further affirm that I am the owner of record of the area proposed for the above-identified land use action or, if not the owner, attached herewithin is written permission from the owner(s) authorizing my actions on his/her/their behalf.

Signature of Legal Owner:
(or Authorized Agent)



Date: 10/28/2022

Unity Park
Demo COA Application

October 28, 2022

DEMO CERTIFICATE OF APPROPRIATENESS PROJECT DESCRIPTION

RECEIVED
10/31/22
COMMUNITY
DEVELOPMENT
P22-115

Project Description

Unity Park will be the primary public gathering and event space for downtown Ellensburg, Washington. The park is intended to serve a range of performances and events throughout the year while also serving daily activities as the downtown 'living room'. Primary program elements include a new comfort station building (with restrooms, mechanical chase, storage, and concierge space), permanent stage, shade structures, water feature, informal seating, and planting. Site orientation will take into account prevailing sun and wind patterns and potential impact on comfort during events.

Demo of Existing Elements

To make space for new elements and orient them in a way that provides for optimal use and safety, we propose removing the existing brick and concrete building with drive-through awning and pillars and the existing wood pavilion, metal rails, concrete stairs and ramp, and light poles within the property lines.

In addition to structures, the following site elements are proposed for removal: existing paving (concrete, asphalt, brick), concrete stairs, and concrete curbs within the property line, parking and drive aisle signage, concrete barrier block and decommissioned utility poles, utility boxes within the property line, irrigation within the property line, and vegetation and trees within the property line.

The bull sculpture will be relocated on site, while the following elements are proposed to be removed and retained and relocated either on site or off site. Existing benches, trash cans, bike racks, and raised planters, plaques, flag poles, flags, bell, and pump, kinetic sculptures, boulders and basalt columns, Visitor Center sign, decorative signage/sculptures in the right-of-way curb bulbs, Ellensburg Parks and Recreation Rules signage, and three headed light pole at the corner of Pearl Street and 4th Avenue.

Within the right-of-way, street trees, utility poles, pedestrian light poles, and parking signage will be preserved and protected.

Demo Explanation

Thorough study of the site shows that the existing bank building is located at the site's most prominent corner at Pearl Street and 4th Avenue. This may be the ideal location for a bank where open space is secondary, it is not the ideal location for a building in a public park. This location blocks the urban flow and access necessary for a park in this location. It creates poor sightlines into the future park, affects security and use, and creates functional challenges for the long-term adoption and contribution of this park to the urban fabric.

DEMO CERTIFICATE OF APPROPRIATENESS PROJECT DESCRIPTION

The size and orientation of the building is not well suited to conversion into a comfort station. The primary entrance to the building is on 4th Avenue, and while it is a chamfered corner, the building would require substantial alteration to accommodate the access and sightlines required for a comfort station. The interior of the building is in poor condition with water line breaks that have caused damaging flooding. Comfort stations are plumbing-heavy, which would require substantial slab cutting and underground work – in the confines of an existing building. This would add substantial cost, and with the points made above would not be a balanced return on investment. Rehabilitating this building would be prohibitively expensive, and the cost to value is much less than purposefully building a new comfort station in the right location. Furthermore, the existing building would be difficult to move without substantial demolition / removal of exterior finishes, and it would be a wash or more expensive than building a purpose-built comfort station. Lastly, while the building materials blend into the historic character of downtown Ellensburg, it is not historic and was built in 1981.

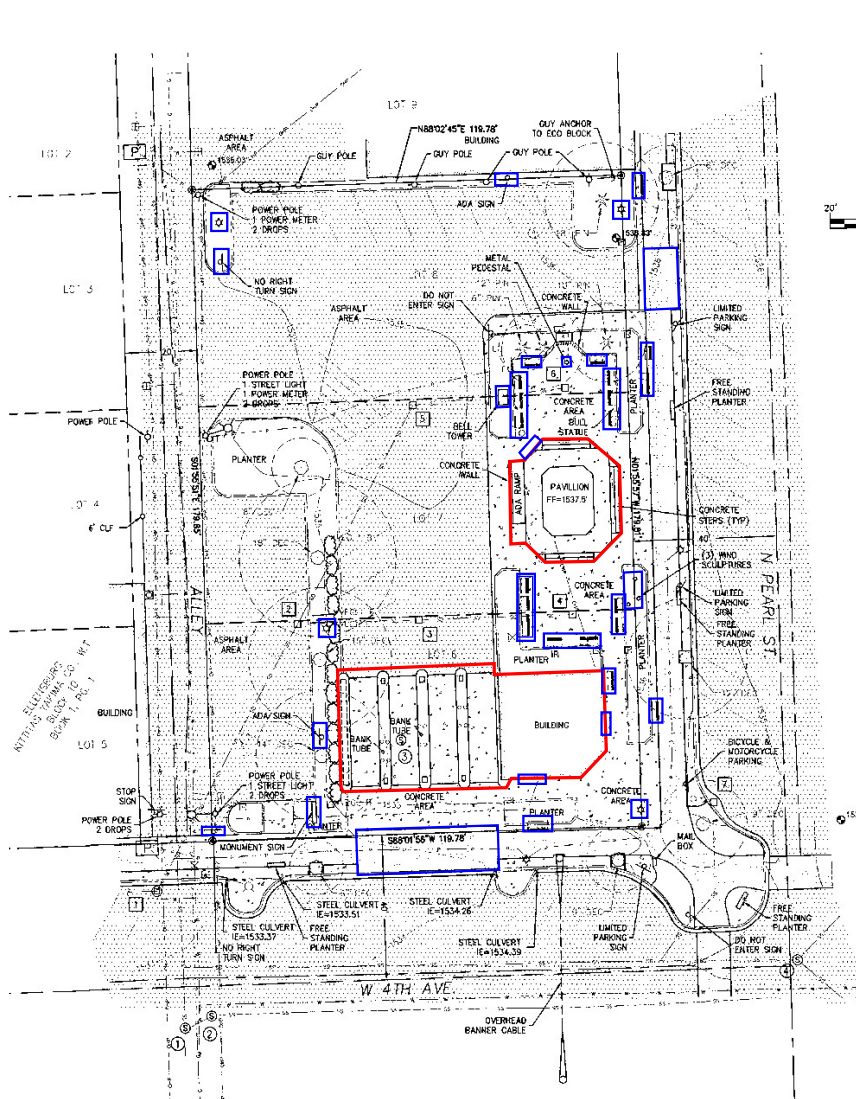
For these reasons, we propose replacing the existing building with a comfort station located towards the southwest side of the site thereby opening up the corner. This will allow for views and access into the site from the right-of-way and support activity along the edges of the site. Clear site lines will invite users into the space and promote safety. Unobstructed access will provide easy use of the space, improve accessibility with level walking surfaces, and enhance circulation of that corner of downtown.

The existing pavilion is also poorly located for a park. It stands along a prominent edge and blocks views and access into the center of the park. It is too small to support the events that Ellensburg residents want to host and attend, and it is not oriented to accommodate the number of people attending events. The residents of Ellensburg have said that a permanent stage is of highest priority for them and removing the existing pavilion allows us to locate a permanent stage at the northwest corner providing ample space for audiences and performers. The northwest corner protects against prevailing winds and sun exposure providing a more appropriate relationship between performers and audiences. Removal of the pavilion also opens up the edge of the site along Pearl Street to create entry points into the space, clear site lines from the right-of-way, and opportunities to active the edge with dual sided seating, planting, and shade elements. The existing pavilion is also in poor condition with broken concrete stairs, missing handrails, and chipping paint. Furthermore, it has no historic designation and is not sacred to the Rotary Club.

Removing the pavilion and existing bank building with drive through provides the space necessary for the program elements that Ellensburg residents want in a new park. It allows us to orient those elements optimally to enhance their use and the success of the park. It helps us blend this new park into the existing fabric of downtown Ellensburg. It opens the primary edges of the site along Pearl Street and 4th Avenue for activation and better access and site lines into the park. And it allows us to locate replacement structures along secondary edges to optimize the interior of the space for events, seating, and a water feature.

Exhibit B.3- Proposed Demo Plan and Park Plan

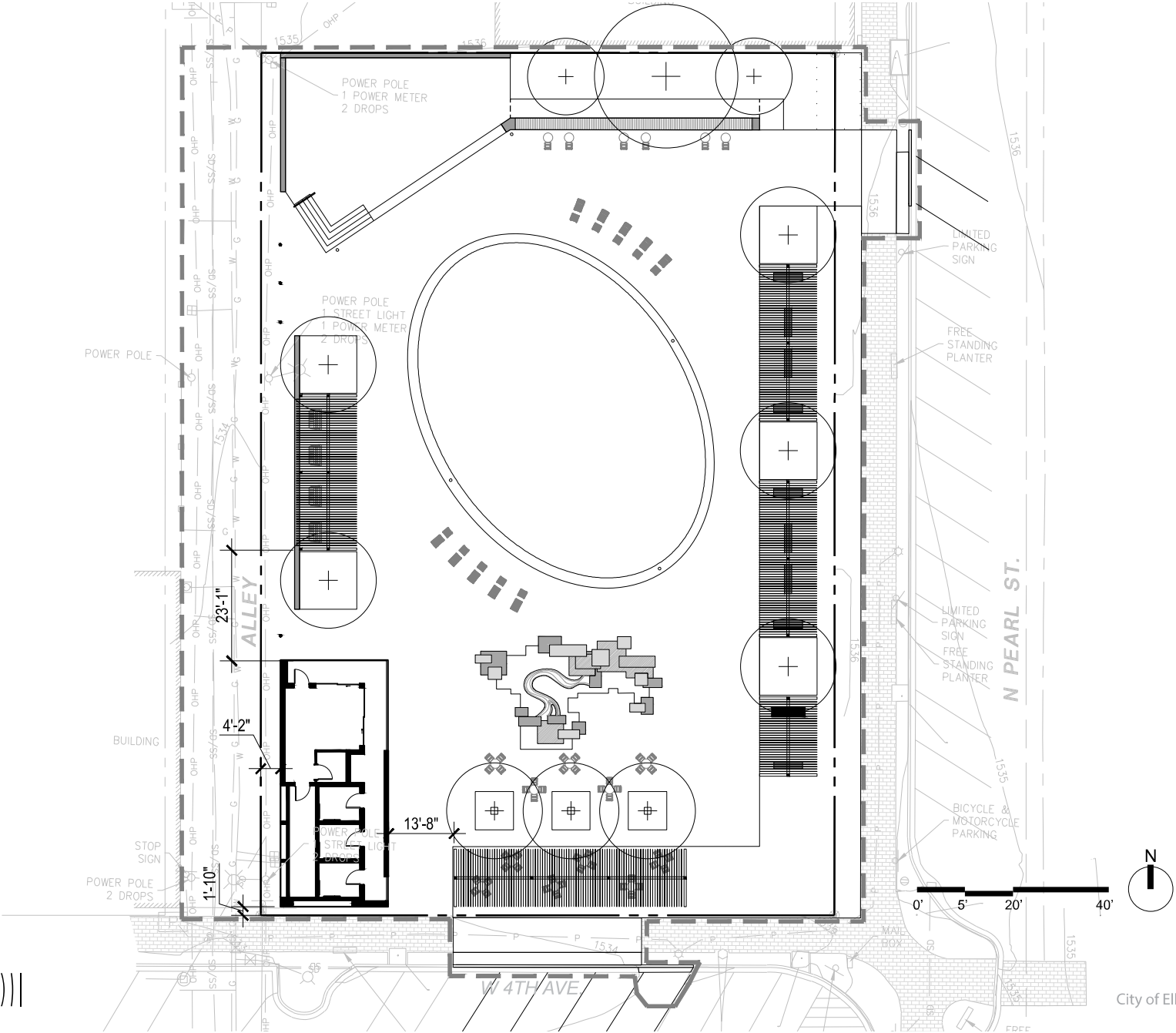
SURVEY - EXISTING SITE ELEMENTS



LEGEND

- structures for demo
- existing elements to remove and retain for client:
- pedestrian light poles
- benches
- trash can(s)
- bike rack (s)
- sculptures (bull, wind)
- plaques
- flag poles
- bell tower
- signs (traffice, parking, moment)
- water pump metal pedestal
- basalt boulders and columns
- pavers
- park rules signage
- glass display cases

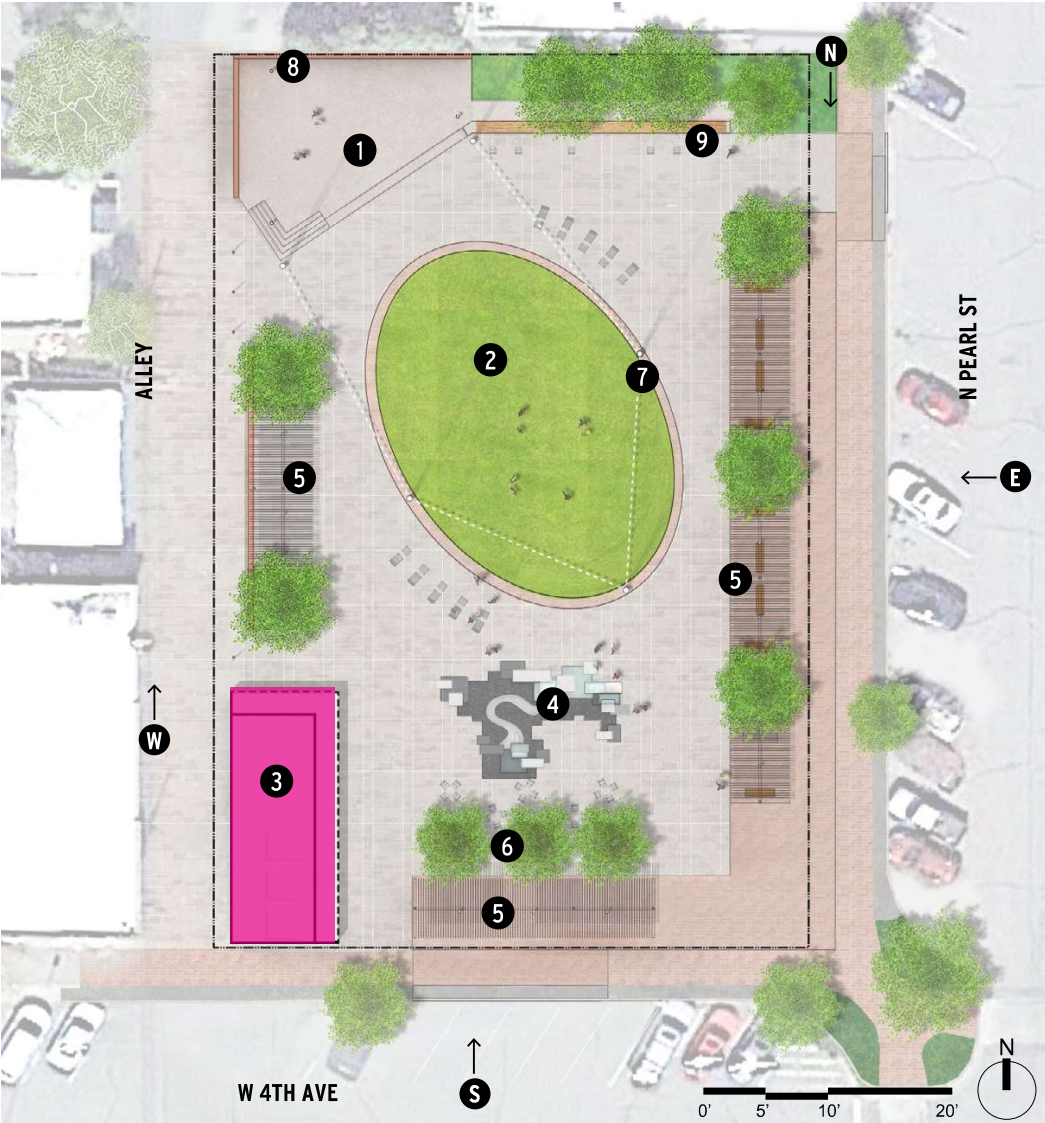
SITE PLAN



WALKER | MACY

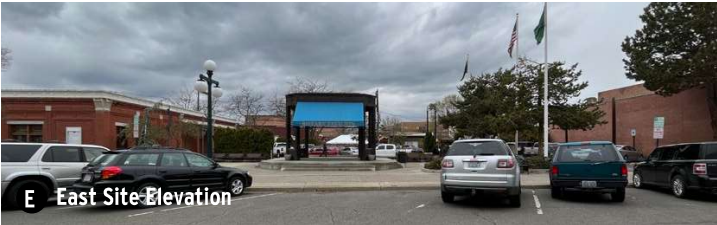
UNITY PARK
City of Ellensburg, Washington

RENDERED PLAN AND CONTEXT



WALKER|MACY)))))

- 1 Stage (permanent)
- 2 Lawn
- 3 Comfort Station
- 4 Water Feature
- 5 Shade Structure (permanent)
- 6 Picnic Grove
- 7 Lighting / Sound Support
- 8 Screen / Wind Block
- 9 Permanent Seating



BIRDSEYE VIEW LOOKING NW



- 1 Stage (permanent)
- 2 Lawn
- 3 Comfort Station
- 4 Water Feature
- 5 Shade Structure (permanent)
- 6 Picnic Grove
- 7 Lighting / Sound Support
- 8 Screen / Wind Block
- 9 Permanent Seating

Exhibit B.4- Additional Photographs

Old Bank Building



Rotary Pavilion



Other Park Elements





Exhibit 2- January 25, 2023 Staff Report



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

AGENDA REPORT

MEETING DATE: Wednesday January 25, 2023

TO: Landmarks and Design Commission

THRU: Jamey Ayling, Community Development Director

FROM: Stacey Henderson, Senior Planner – Historic Preservation

APPLICANT: Brad Case, agent for owner. #P22-115

PROJECT TITLE: Public Hearing for Consideration of a COA for the proposed demolition of the old Wells Fargo Bank building and Rotary Pavilion.

PROJECT DESCRIPTION: The applicant has proposed to demolish the old Wells Fargo Bank building on the corner of Pearl Street and 4th Ave, and the Rotary Park Pavilion on Pearl Street. The proposed demolitions are in preparation for the new construction of Unity Park, on Parcel ID #146933. The subject parcel is located within the Downtown Ellensburg National Register Historic District and Local Landmarks District, in Central Commercial (C-C) zoning (Exhibit A). The applicant has provided a site plan that shows proposed demolitions and features throughout the park that will remain or be moved (Exhibit B.3). This COA review (P22-115) addresses the proposed demolitions associated with the park development. A separate COA, (P23-002) will address the proposed designs of the new structures for the park. The application (Exhibit B.1) was received by the Department and determined to be complete, per ECC 15.280.090(C)(2)(b), on October 31, 2022.

TYPE OF REVIEW:

Review of proposed changes to landmarks register properties is required per **ECC 15.280.090 (A)**, as follows:

A. Review Required

- 1) No person shall alter, repair, enlarge, newly construct, relocate, or demolish any registered landmark, or any property located within a landmark district, nor install any exterior sign or mural pursuant to subsection (A)(2) of this section, without review by the landmarks and design commission and issuance of a COA. In the case of murals, the arts commission shall first

review and provide its recommendations to the landmarks and design commission of any proposal for a mural to be located on a registered landmark or within a landmark district. Factors to be considered by the arts commission include media to be used, method of application, stability, building/site, mural location and practicability of project.

- 2) This review shall apply to all exterior features of the property visible from a public right-of-way. This review applies whether or not a permit from the city of Ellensburg is required.
- 3) Review of alterations to Ellensburg landmarks register properties under this chapter is in lieu of design review required for projects and sign review per ECC 15.210.050(B).

Procedures specific to demolition are further described in ECC 15.280.090(D) as follows:

D. Demolition. Application for a COA for whole or partial demolition of a property listed in the Ellensburg landmarks register shall be reviewed by the landmarks and design commission in accordance with the procedures set forth in subsection (C) of this section and ECC 15.280.100 with the following exceptions:

- 1) The landmarks and design commission shall meet initially with the applicant to consider alternatives to demolition, including available incentives for preservation. These negotiations may last no longer than 90 calendar days from the first meeting of the landmarks and design commission, unless either party requests an extension.
- 2) If no request for an extension is made and the existence of a condition of unreasonable economic return, as set forth in ECC 15.280.100, has been proven and no alternative to demolition has been agreed to, the landmarks and design commission shall make a decision on issuance of the COA. The preservation planner shall promptly transmit a copy of such decision to the building official.
- 3) The landmarks and design commission may require conditions of approval including, but not limited to, mitigation measures.
- 4) Any person aggrieved by any action of the commission denying or approving a demolition request may file a notice of appeal as set forth in Chapter 15.230 ECC; however, such appeal shall be a closed record appeal to city council rather than to the hearing examiner. [Ord. 4807 § 41, 2018; Ord. 4725 § 3, 2016; Ord. 4656 § 1 (Exh. O2), 2013.]

In accordance with the procedures outlined in subsection (D) above, the LDC held their initial meeting with the applicant on November 15, 2022. At the conclusion of the meeting, the LDC did not ask the applicant to consider alternatives for demolishing the structures, and agreed this proposal can move forward to the public hearing. The request for the COA is now moving forward in accordance with the procedures outlined in subsection (A) above.

STAFF COMMENTS:

The two structures proposed for demolition are the old Wells Fargo Mini-Bank building, and the Rotary Park Pavilion. The mini-bank building was built in 1981 and is not considered a historic-contributing resource to either of the downtown historic districts because it does not meet the 50-year threshold requirement. The mini-bank building is one-story, with brick veneer, a flat roof, and it displays elements of classical style details. The Rotary Park Pavilion was built in 1980 and is also not considered a historic-contributing resource to either of the downtown historic districts because it does not meet the 50 year threshold requirement. The Pavilion is a rectangular wood frame pavilion with chamfered corners, a flat roof, and is positioned on a stepped concrete platform.

At the November 15 preliminary discussion of possible alternatives to the demolition of these structures, the applicant explained the design process with the commission, and reasons for proposing demolition. The applicant and design team have worked closely with stakeholder groups within the community and organized several public meetings requesting input on park amenities and layout. Although much consideration was given to keeping the brick bank building, ultimately, the location of it blocks the new park from being visually open to the surrounding neighborhood, and moving the structure was cost prohibitive. The pavilion is proposed for demolition, because the proposed new park design includes a new performing stage in the northwest corner of the parcel, allowing for more open gathering space at the park.

The applicant has provided a narrative, demolition plan, and proposed park plan, and has also begun working with local groups who typically host events to find alternative locations for this year during the parks construction. Although the only demolition within the LDC jurisdiction are the items circled in red (Exhibit B.3), the applicant has also circled in blue, existing park features that will either be relocated on site, or preserved and moved to a different site. The design compatibility and specific design materials of the new park structures will be reviewed at a separate public hearing (P23-002). The current discussion for P22-115 addresses whether or not to approve demolition of the bank building and pavilion, while taking into account the information provided by the applicant.

The current National Register nomination lists the period of significance from 1890-1930. These buildings were built in 1980 and 1981, and therefore do not fall within the current period of significance by roughly 55 years. Per ECC section 15.280.080 Ellensburg Landmarks Register requirements, these buildings do not qualify for listing individually as historic or historic-contributing because of their age.

RECOMMENDATION: Staff has reviewed the criteria in the Ellensburg City Code and recommends that the Certificate of Appropriateness (COA) be **granted** by the Commission for the proposed demolition of the Old Wells Fargo bank building and Rotary Pavilion, as proposed, with **one condition**:

1. Photo documentation of the buildings shall be completed by the applicant prior to the demolition, and such records shall be provided to the City of Ellensburg and the Kittitas County Historic Museum.

If the Commission should choose to follow the recommendation of Staff and approve the COA, Staff would advise the Commission that the following Findings of Fact are applicable to this project:

1. Per ECC Sections 15.280.090 and 15.530.020, the LDC has jurisdiction to review this project.
2. The applicant is the agent for the owner of this property and can pursue this action. The proposed demolitions are on Parcel ID #146933, located within the boundaries of the Downtown Ellensburg National Register and Local Landmarks Districts.
3. The old bank building and Rotary Pavilion do not meet the criteria to be classified or listed as historic or historic-contributing buildings to the districts or individually, as they do not independently meet the National Register Criteria, or the criteria for inclusion in the Ellensburg Landmark Register as denoted in ECC 15.280.080.
4. The applicant has worked with the public extensively to gather and incorporate community feedback, and has provided adequate information documenting the design process and the need to demolish these structures.
5. The demolition, if approved with one condition, would be in keeping with the required process, per ECC 15.280.090 (A) and (D).

In addition, if no public comment is received during the public hearing portion of the meeting, the following Finding of Fact would also be applicable:

6. No public comment was received.

After the close of the public hearing, if it is determined that additional findings of fact are pertinent, they should consist of concise statements of the underlying facts in support of the decision made by the Landmarks & Design Commission. Findings of Fact should be made by the Commission, regardless of whether the project is approved or denied.

When making the final motion, the Commission may also include any conditions of approval that are appropriate to this application.

EXHIBITS:

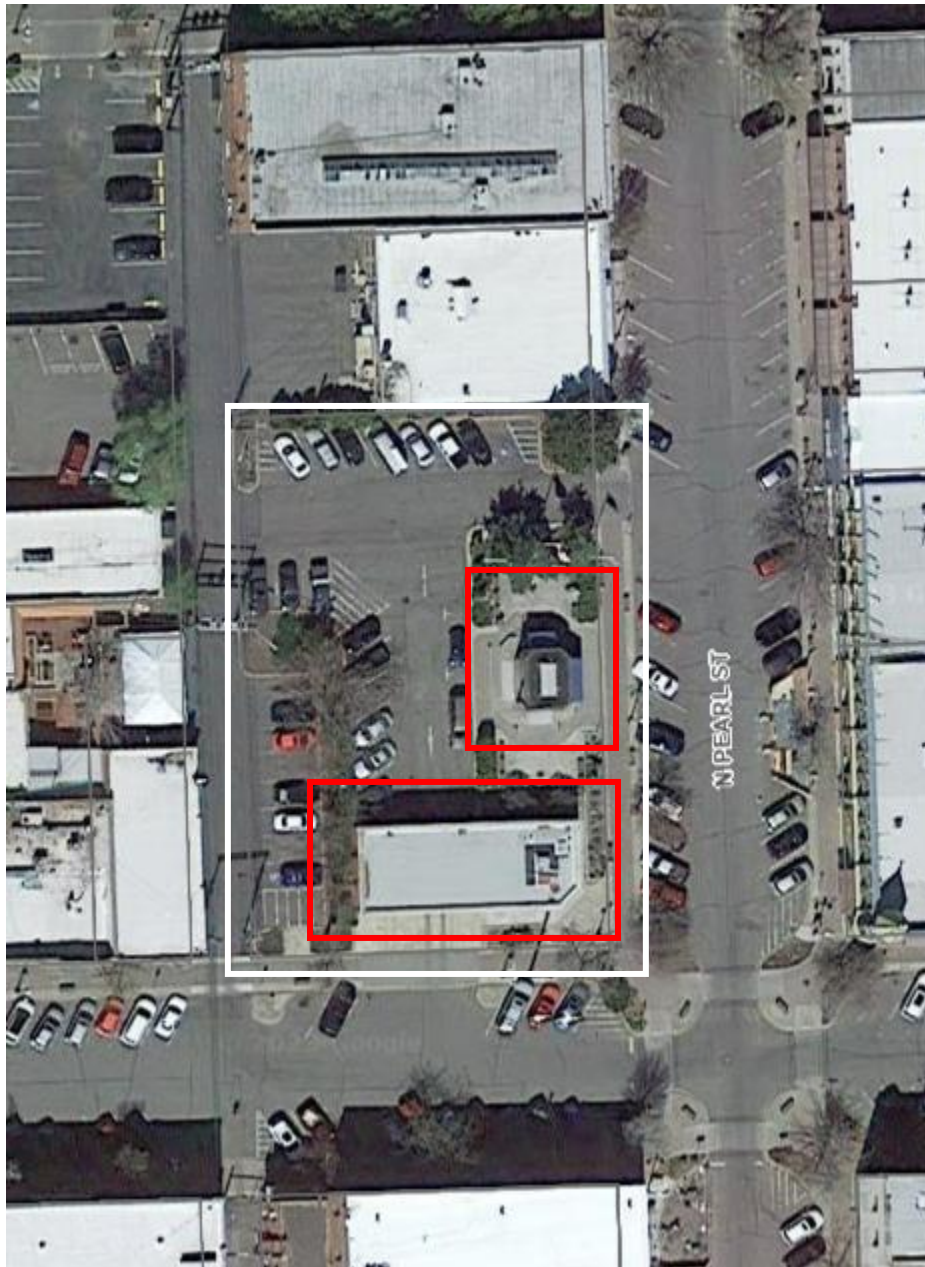
A. Location Map

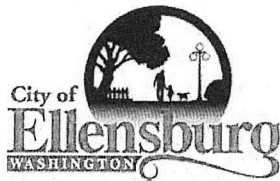
B. COA Application Materials submitted by the applicant, including

1. Application
2. Narrative
3. Proposed Demo Plan and Park Plan
4. Additional Photographs

Exhibit A- Location Map

Parcel ID #146933





Landmarks & Design

Certificate of Appropriateness Application

PA-10
APPLICATION

Community Development Department

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

The City of Ellensburg Landmarks and Design Commission, per Section 15.280.020 of the ECC, has jurisdiction over historic districts. It safeguards the heritage of the city as represented by those buildings, districts, objects, sites and structures which reflect significant elements of Ellensburg's history.

Review of changes to Landmarks Register properties is **required**, per Section 15.280.090. "No person shall alter, repair, enlarge, newly construct, relocate or demolish any registered landmark or any property located within a Landmark District nor install any exterior sign...without review by the Landmarks and Design Commission and approval of a **Certificate of Appropriateness**". This review shall apply to **all** exterior features of the property visible from a public right-of-way. **This review applies whether or not a permit from the City of Ellensburg is required.**

OFFICIAL USE ONLY:

Staff Person:	KB
Date Submitted:	10/31/22
Fee Total:	N/A
LDC FILE #:	P22-115
Associated Permit File #:	

PROPERTY OWNER: (Note: If the Applicant is not the Owner, attach written authorization from the legal owner(s).)

Legal Owner Name(s):	City of Ellensburg	Day Phone:	509-925-8639
Mailing Address:	501 N Anderson St, Ellensburg, WA 98926		
E-mail:		Cell Phone:	

***APPLICANT:**
☒ Owner ☐ Contractor ☐ Tenant ☐ Other

Name:	Brad Case - City of Ellensburg	Day Phone:	509-925-8639
Mailing Address:	501 N Anderson St, Ellensburg, WA 98926		
E-mail:	caseb@ci.ellensburg.wa.us	Cell Phone:	

CONTACT PERSON:
☐ Owner ☐ Contractor ☐ Tenant ☒ Other project design consultant

Name:	Jen Montessor - Walker Macy	Day Phone:	206-582-3874
Mailing Address:	217 Pine St, Suite 550 Seattle, WA 98101		
E-mail:	jmontessor@walkermacy.com	Cell Phone:	

PROJECT INFORMATION:

This application shall be submitted, with all required information, to Community Development Staff and deemed a complete application, to be considered for a public meeting. At the duly-noticed public hearing, the Landmarks and Design Commission will make a decision of whether to approve, approve with conditions or deny the Certificate of Appropriateness application. Per Section 15.210.050.B, a denial may be appealed to the City Council. Please consult with the Senior Planner for Historic Preservation if you have any questions. All projects must meet the City of Ellensburg Design Standards (Title 15) and ECC 15.70, Landscaping Requirements. A copy of the Design Standards is available at the Community Development Department or located online at www.codepublishing.com/wa/ellensburg.

☐	Parcel Number of Site:	146933	
☐	Site Address:	400 N. Pearl St., Ellensburg, WA 98926	
☐	City Zoning Designation:	Central Business District & CC	Is a building permit required: ☒ Yes ☐ No

(OVER)

PROJECT INFORMATION:

☐	Project Description:	In a separate narrative, please describe how your project complies with the guidelines for historic properties listed in Sections 15.280.090, 15.530.020 & 15.530.030.
☐	Site Plan:	1. All building locations and dimensions to property lines and other structures. 2. Property lines and easements. 3. Setbacks, open space and landscaping. 4. Rights of way, curbs, parking sidewalks. (The site plan shall be legibly drawn to a minimum scale of 1:20 on substantial paper a minimum 11" x 17" size)
☐	Parking Lot Plan:	Must have preliminary approval by Public Works for parking lot plan.
☐	Exterior Lighting:	Identify the location, design, wattage and lighting orientation.
☐	Exterior building alterations, rehabilitation or restoration:	1. Scaled building elevations of all building sides. 2. Samples of types of materials to be used in the construction. 3. Paint colors & design (each paint color applied to 8-1/2" x 11" poster board. 4. Type of paint removal method (i.e. water, chemical, mechanical). 5. Repointing mortar joints – pointing styles and method. 6. Window repair/replacement/alteration detail.
☐	Signage:	1. Colored design 2. Dimensions 3. Location – Drawing or photograph depicting sign(s) on the building or pole. 4. Type of illumination.
☐	Dumpster:	1. Screening materials & colors 2. Location
☐	Special Valuation	Submit documentation for application for Special Valuation for Historic Purposes per ECC 15.280.110 if applicable.

PLEASE NOTE: Items marked above shall be submitted to the Community Development Department **Twenty-One (21) Calendar Days before** the regular scheduled meeting of the Landmarks & Design Commission to allow time for review, processing and advertising according to WA State Statute. The Landmarks & Design Commission meets on the first Tuesday of each month and, if needed, on the third Tuesday of each month.

Stacey Henderson, Senior Planner/ Historic Preservation, is the staff liaison to the Landmarks & Design Commission.

Telephone: (509) 925-8608

FAX: (509) 915-8655

E-mail: hendersons@ci.ellensburg.wa.us

SIGNATURE OF LEGAL OWNER or REPRESENTATIVE AS AUTHORIZED BY THE LEGAL OWNER:

I, Brad Case, (print name) affirm that the above responses are made truthfully and to the best of my knowledge. I hereby apply for this permit application and acknowledge that I have read this application and state that the information is correct and that I agree to comply with all city ordinances pertaining to this permit if granted.

I further affirm that I am the owner of record of the area proposed for the above-identified land use action or, if not the owner, attached herewithin is written permission from the owner(s) authorizing my actions on his/her/their behalf.

Signature of Legal Owner:
(or Authorized Agent)



Date:

10/28/2022

DEMO CERTIFICATE OF APPROPRIATENESS PROJECT DESCRIPTION

RECEIVED
10/31/22
COMMUNITY
DEVELOPMENT
P22-115

Project Description

Unity Park will be the primary public gathering and event space for downtown Ellensburg, Washington. The park is intended to serve a range of performances and events throughout the year while also serving daily activities as the downtown 'living room'. Primary program elements include a new comfort station building (with restrooms, mechanical chase, storage, and concierge space), permanent stage, shade structures, water feature, informal seating, and planting. Site orientation will take into account prevailing sun and wind patterns and potential impact on comfort during events.

Demo of Existing Elements

To make space for new elements and orient them in a way that provides for optimal use and safety, we propose removing the existing brick and concrete building with drive-through awning and pillars and the existing wood pavilion, metal rails, concrete stairs and ramp, and light poles within the property lines.

In addition to structures, the following site elements are proposed for removal: existing paving (concrete, asphalt, brick), concrete stairs, and concrete curbs within the property line, parking and drive aisle signage, concrete barrier block and decommissioned utility poles, utility boxes within the property line, irrigation within the property line, and vegetation and trees within the property line.

The bull sculpture will be relocated on site, while the following elements are proposed to be removed and retained and relocated either on site or off site. Existing benches, trash cans, bike racks, and raised planters, plaques, flag poles, flags, bell, and pump, kinetic sculptures, boulders and basalt columns, Visitor Center sign, decorative signage/sculptures in the right-of-way curb bulbs, Ellensburg Parks and Recreation Rules signage, and three headed light pole at the corner of Pearl Street and 4th Avenue.

Within the right-of-way, street trees, utility poles, pedestrian light poles, and parking signage will be preserved and protected.

Demo Explanation

Thorough study of the site shows that the existing bank building is located at the site's most prominent corner at Pearl Street and 4th Avenue. This may be the ideal location for a bank where open space is secondary, it is not the ideal location for a building in a public park. This location blocks the urban flow and access necessary for a park in this location. It creates poor sightlines into the future park, affects security and use, and creates functional challenges for the long-term adoption and contribution of this park to the urban fabric.

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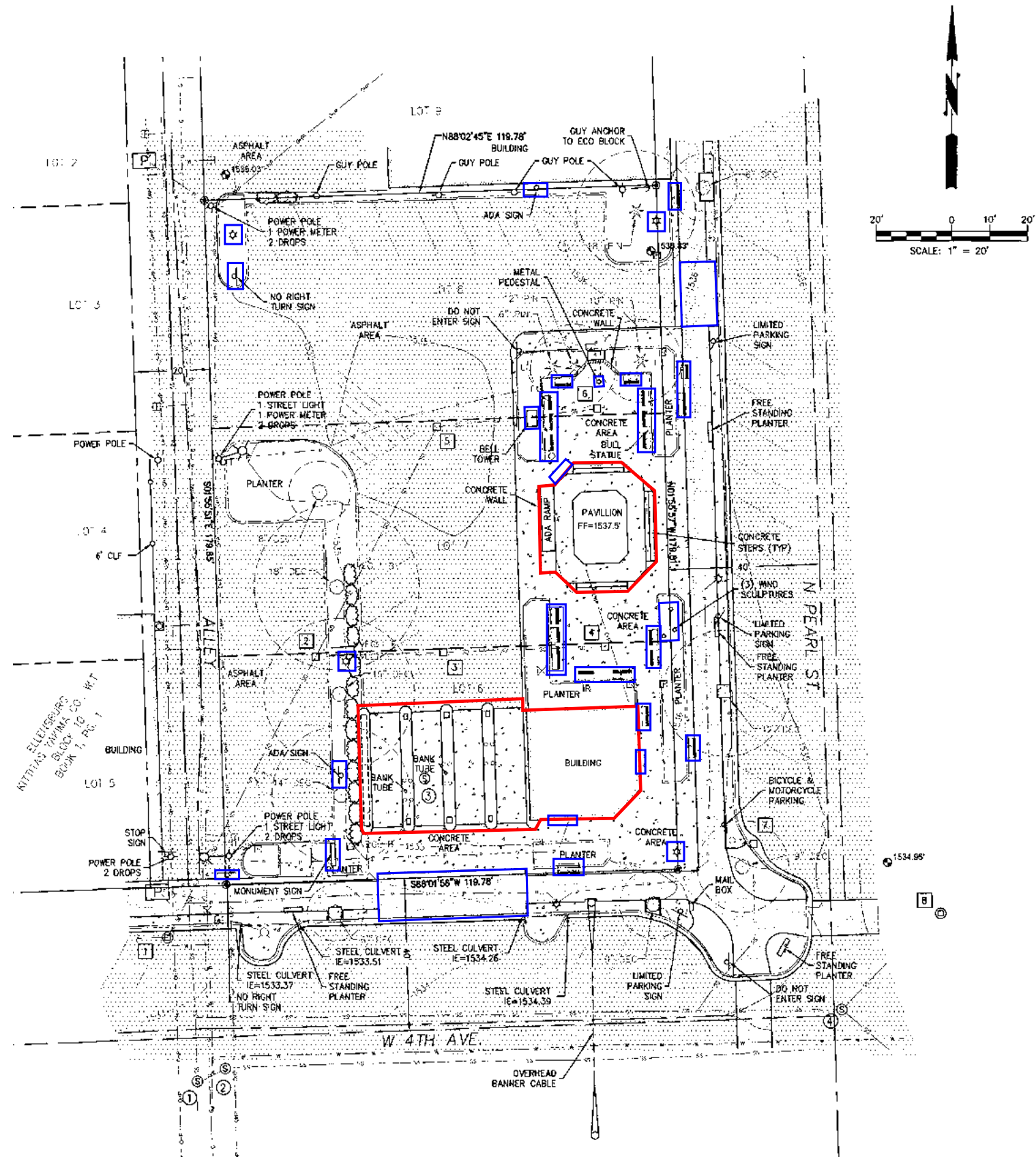
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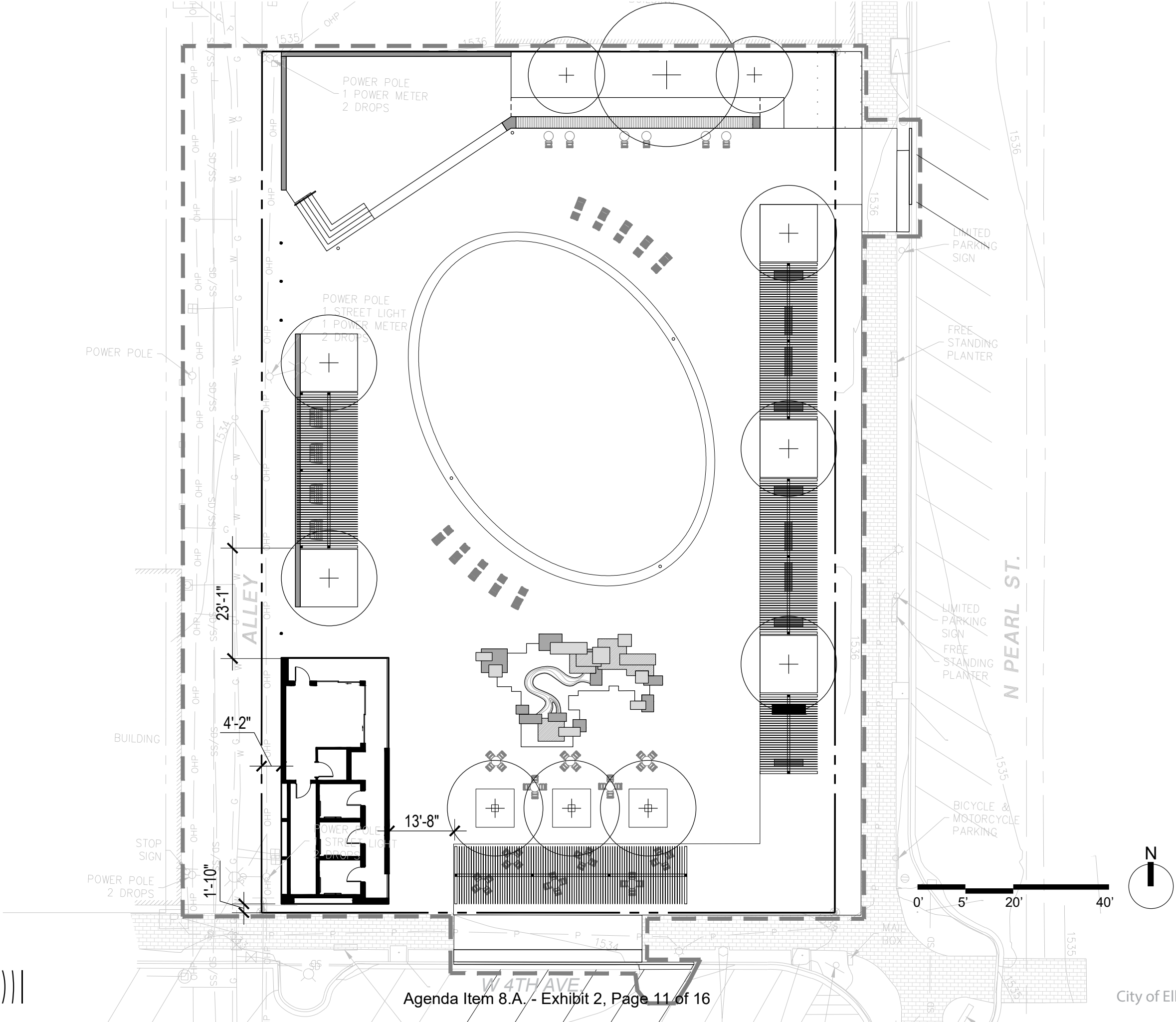
SURVEY - EXISTING SITE ELEMENTS



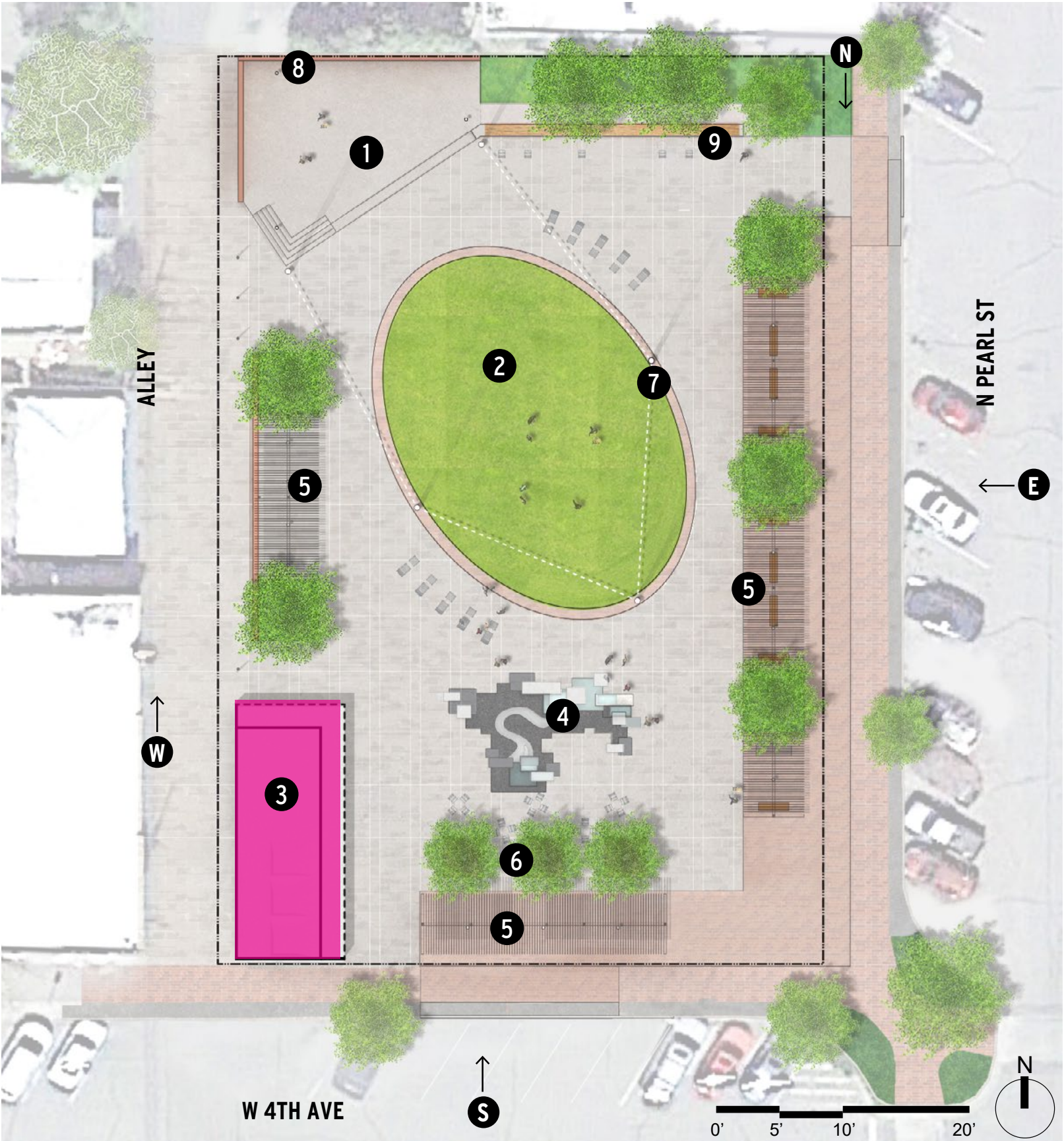
LEGEND

- structures for demo
- existing elements to remove and retain for client:
 - pedestrian light poles
 - benches
 - trash can(s)
 - bike rack (s)
 - sculptures (bull, wind)
 - plaques
 - flag poles
 - bell tower
 - signs (traffice, parking, moment)
 - water pump metal pedestal
 - basalt boulders and columns
 - pavers
 - park rules signage
 - glass display cases

SITE PLAN



RENDERED PLAN AND CONTEXT



- | | | |
|---------------------|-------------------------------|----------------------------|
| 1 Stage (permanent) | 4 Water Feature | 7 Lighting / Sound Support |
| 2 Lawn | 5 Shade Structure (permanent) | 8 Screen / Wind Block |
| 3 Comfort Station | 6 Picnic Grove | 9 Permanent Seating |



BIRDSEYE VIEW LOOKING NW



- 1 Stage (permanent)
- 2 Lawn
- 3 Comfort Station
- 4 Water Feature
- 5 Shade Structure (permanent)
- 6 Picnic Grove
- 7 Lighting / Sound Support
- 8 Screen / Wind Block
- 9 Permanent Seating

Exhibit B.4- Additional Photographs

Old Bank Building



Rotary Pavilion



Other Park Elements





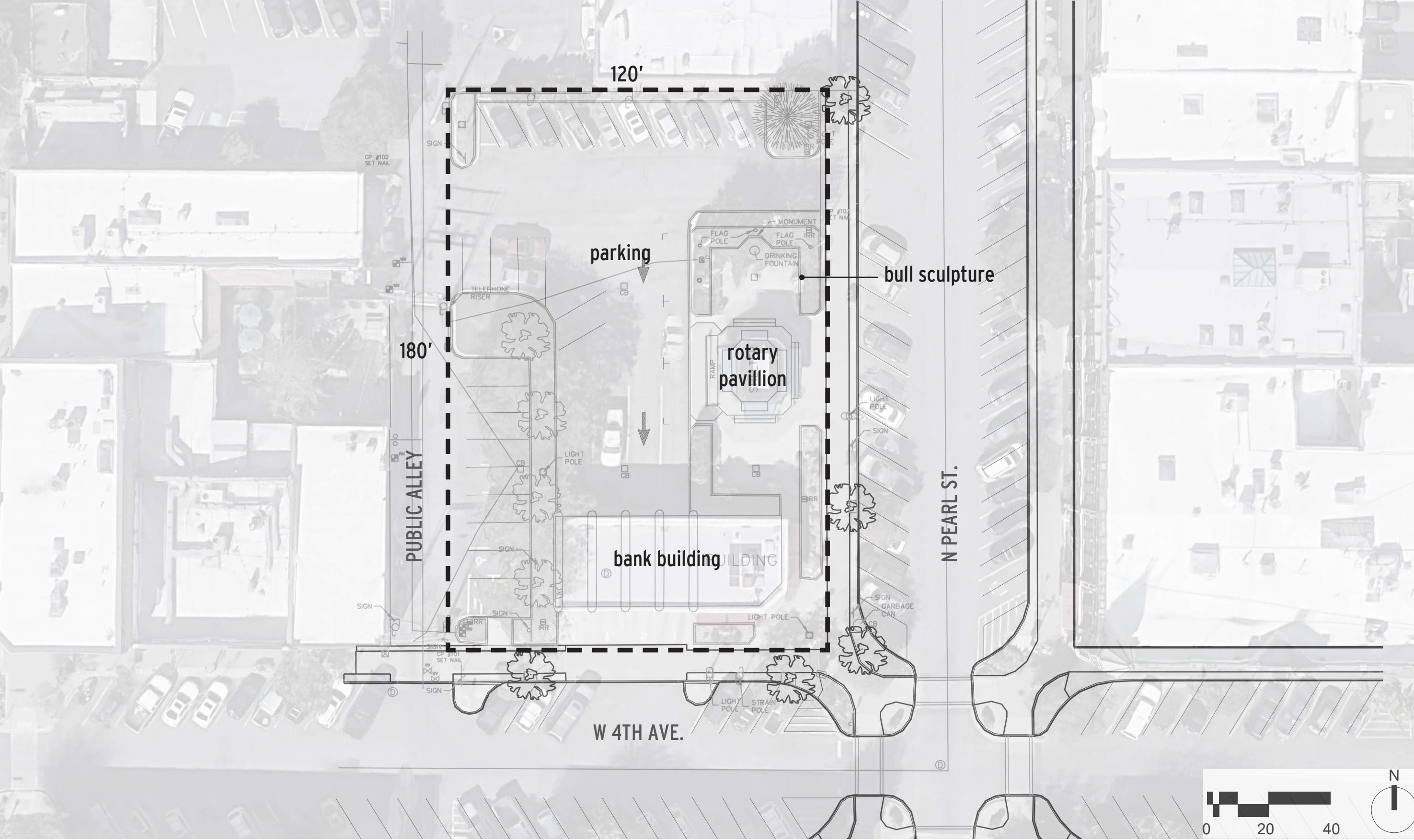
UNITY PARK

DEMO | CERTIFICATE OF APPROPRIATENESS

NEW PARK DESIGN | CERTIFICATE OF APPROPRIATENESS

CITY OF ELLENSBURG, WA
LANDMARKS & DESIGN COMMISSION
25 JANUARY 2023

PRE-MEETING APPLICATION MATERIALS



Unity Park will -

Be the central space for Ellensburg's daily gatherings and special events

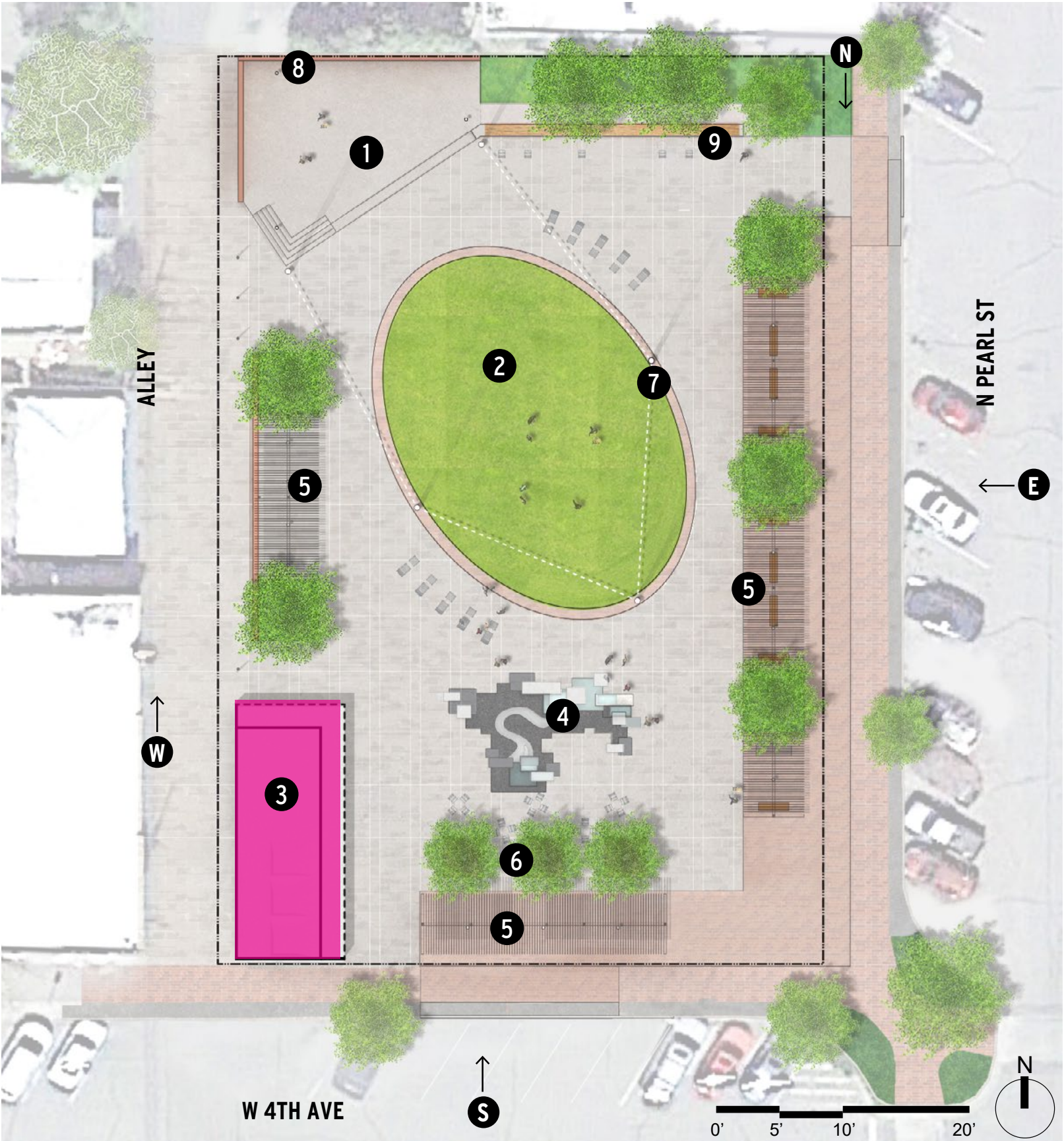
Feel open, inclusive, and welcoming to residents and visitors alike

Support a flexible range of event types and sizes

Extend the draw of downtown Ellensburg to visitors and across four seasons

Be 'of Ellensburg'

RENDERED PLAN AND CONTEXT



- | | | |
|---------------------|-------------------------------|----------------------------|
| 1 Stage (permanent) | 4 Water Feature | 7 Lighting / Sound Support |
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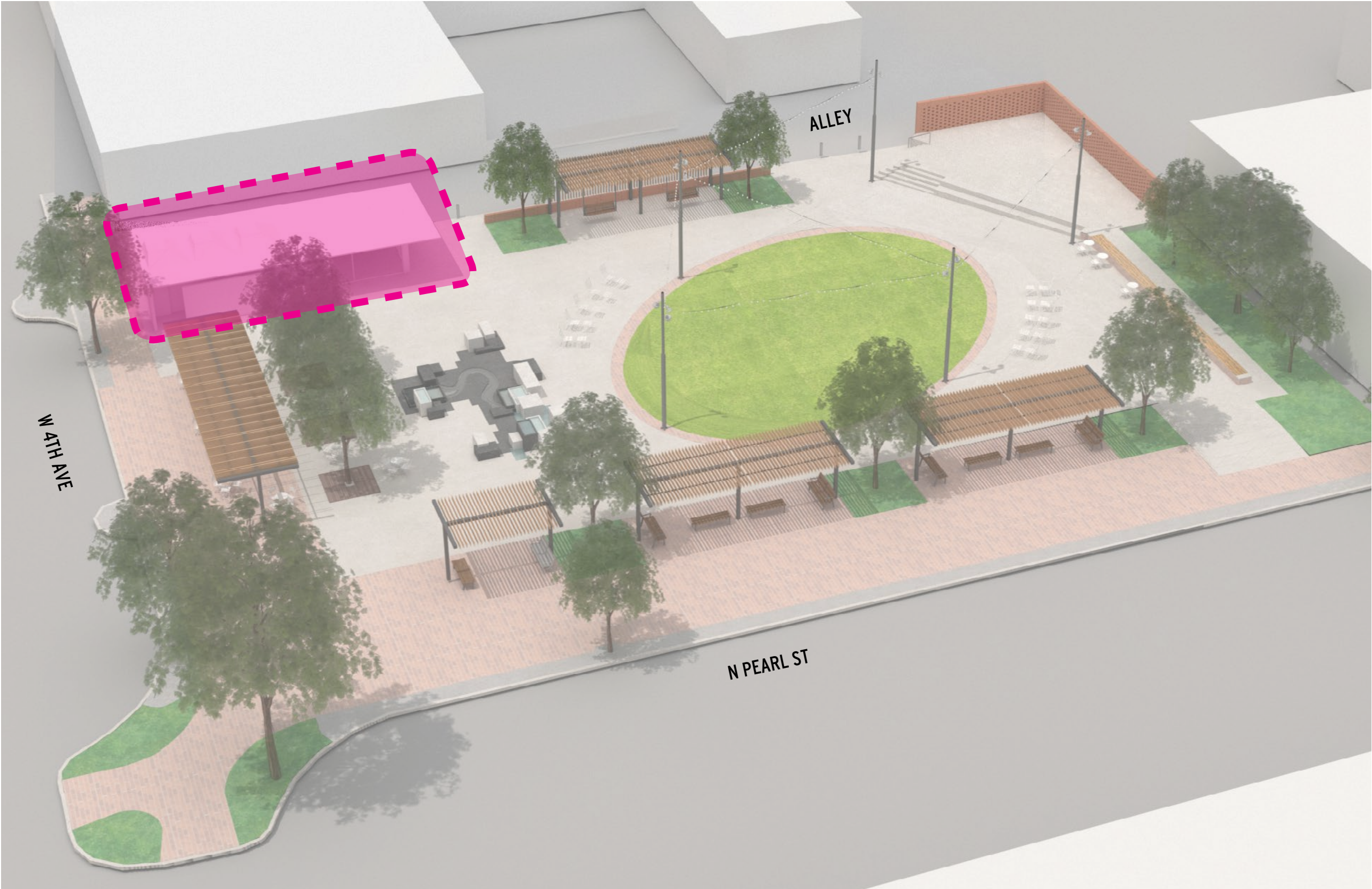


BIRDSEYE VIEW LOOKING NW

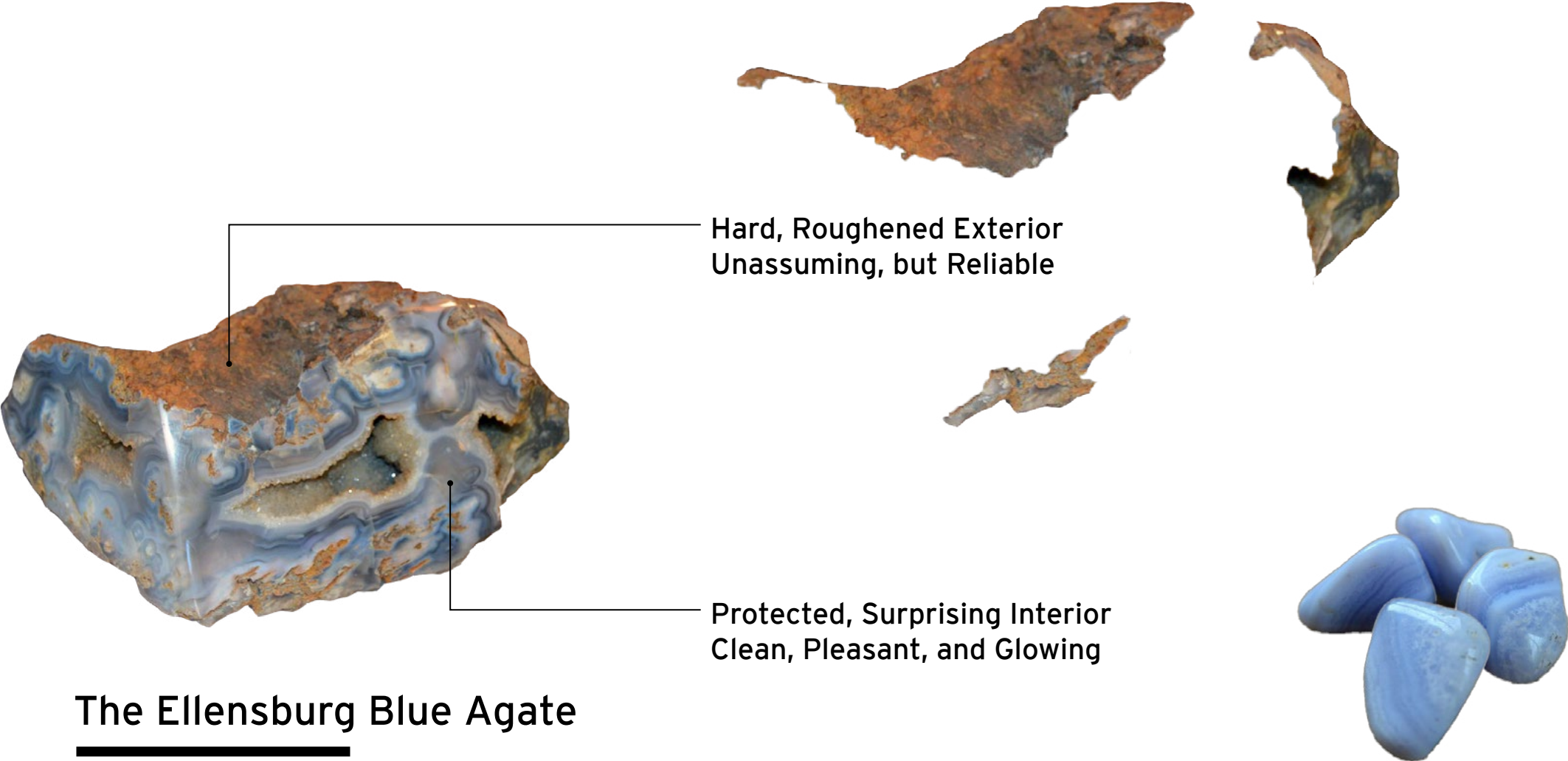


- 1 Stage (permanent)
- 2 Lawn
- 3 Comfort Station
- 4 Water Feature
- 5 Shade Structure (permanent)
- 6 Picnic Grove
- 7 Lighting / Sound Support
- 8 Screen / Wind Block
- 9 Permanent Seating

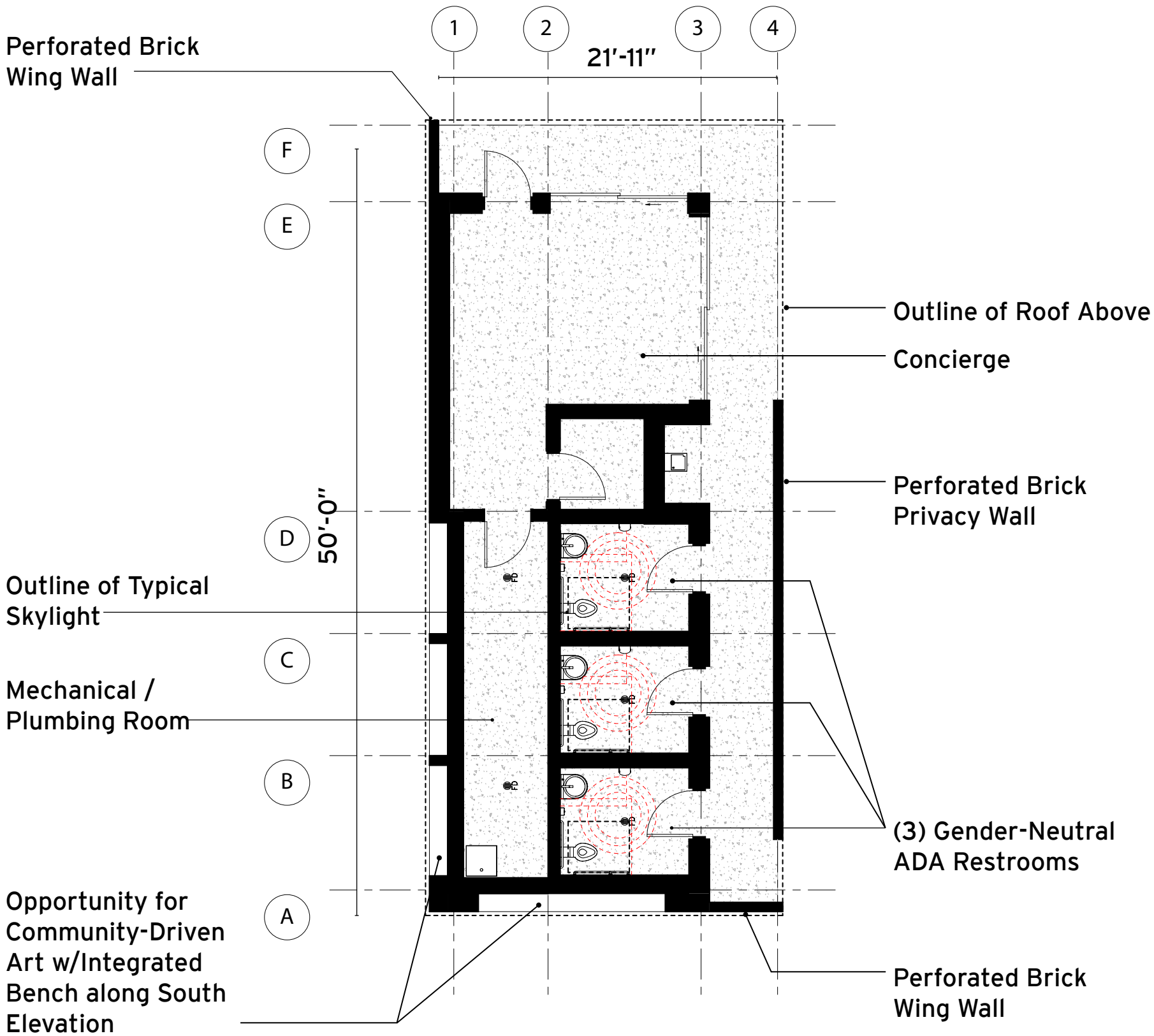
COMFORT STATION



CONCEPT DEVELOPMENT AND CHARACTER



COMFORT STATION - PROGRAM AND LAYOUT



Chapter 15.280.080
Ellensburg landmarks register

Maintaining high functionality
through simple form and layout

Thoughtful location of
architectural features to
increase visibility and safety

Early design considerations
advocating for public
accessibility, use, and easy
maintenance

1/8" = 1'-0"

0' 4' 8' 16'

North

COMFORT STATION - ELEVATIONS

Supporting urban activity and recreation
Distinct, recognizeable visual features
Contributing to the identity of downtown Ellensburg



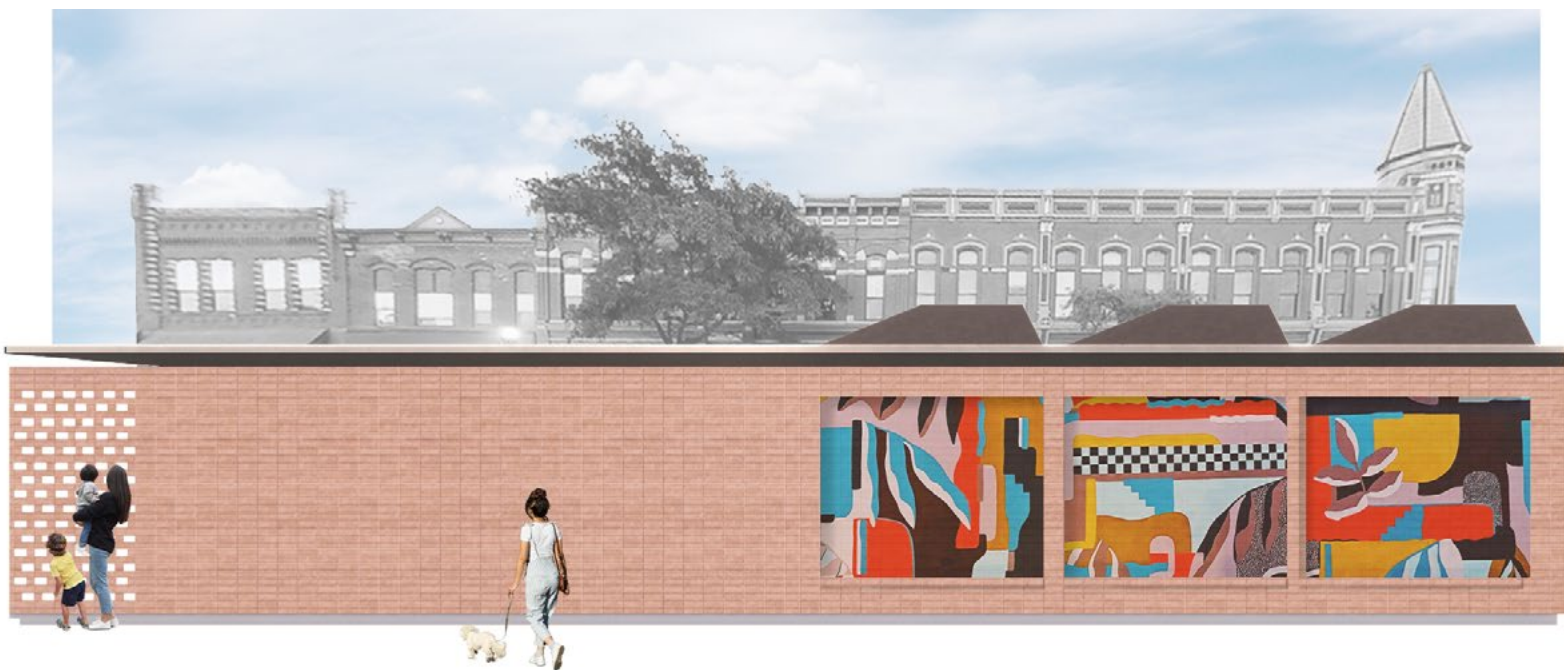
North Elevation



East Elevation (with perforated screen wall)



South Elevation



West Elevation (with integrated art)

COMFORT STATION - ELEVATIONS

Supporting urban activity and recreation
Distinct, recognizeable visual features
Contributing to the identity of downtown Ellensburg



North Elevation



East Elevation (beyond perforated screen wall)



South Elevation



West Elevation (without integrated art)

COMFORT STATION - SITE ELEVATIONS

Surrounding Context Beyond

Comfort Station

Ground Level



North Elevation

Surrounding Context Beyond

Comfort Station

Ground Level



East Elevation (with perforated screen wall)

Surrounding Context Beyond

Comfort Station

Ground Level

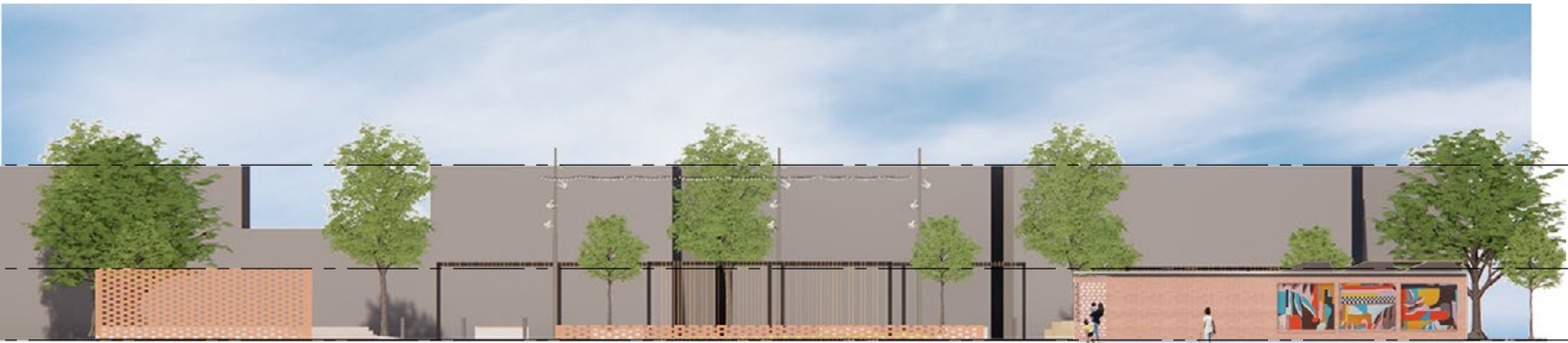


South Elevation

Surrounding Context Beyond

Comfort Station

Ground Level

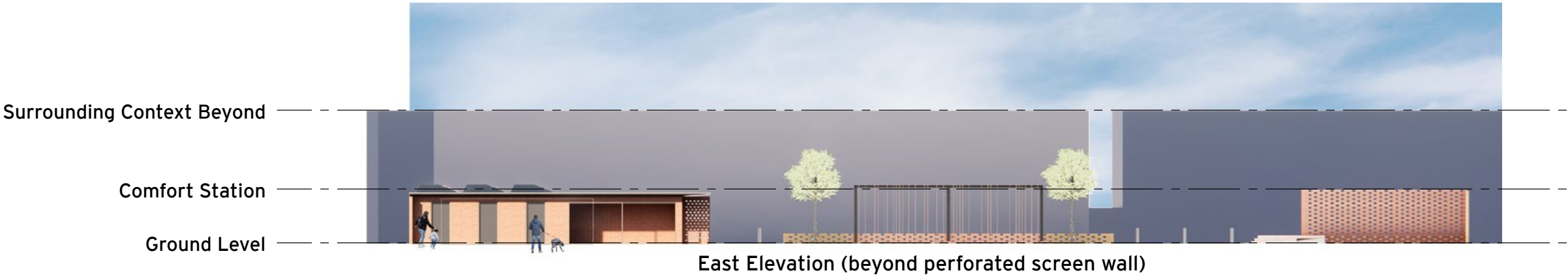


West Elevation (with integrated art)

Appropriateness
of scale within the
surrounding context

Design consistency
between the building,
the park, and the
neighborhood

COMFORT STATION - SITE ELEVATIONS



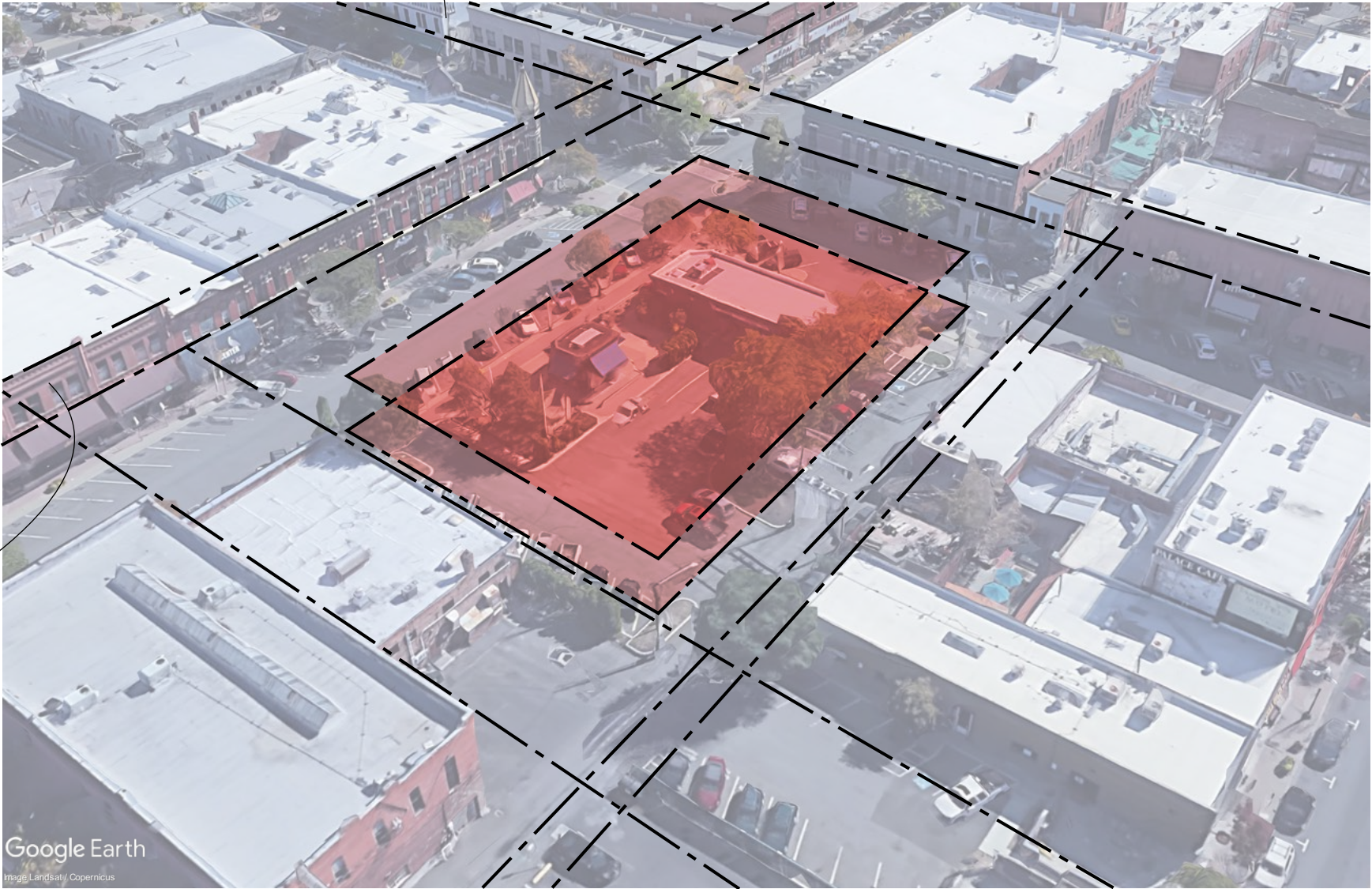
Appropriateness
of scale within the
surrounding context



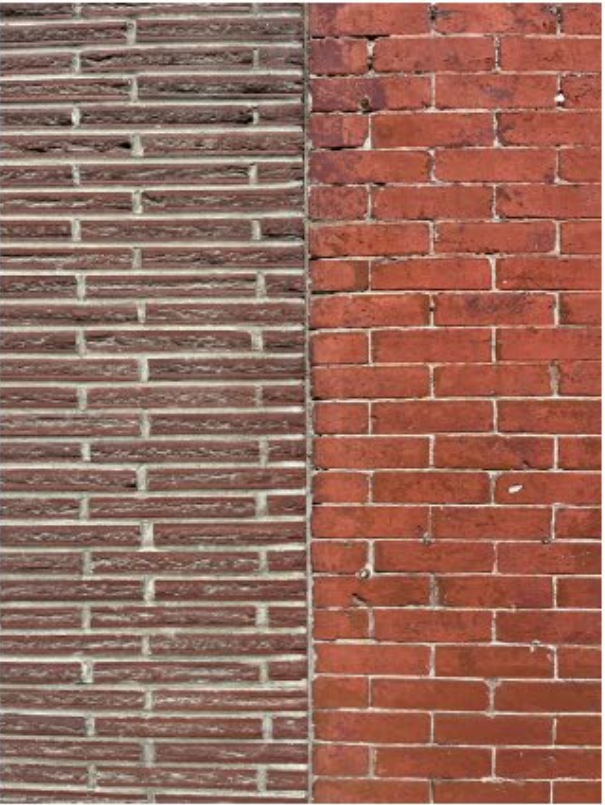
Design consistency
between the building,
the park, and the
neighborhood



URBAN NEIGHBORHOOD AND RELATIONSHIPS

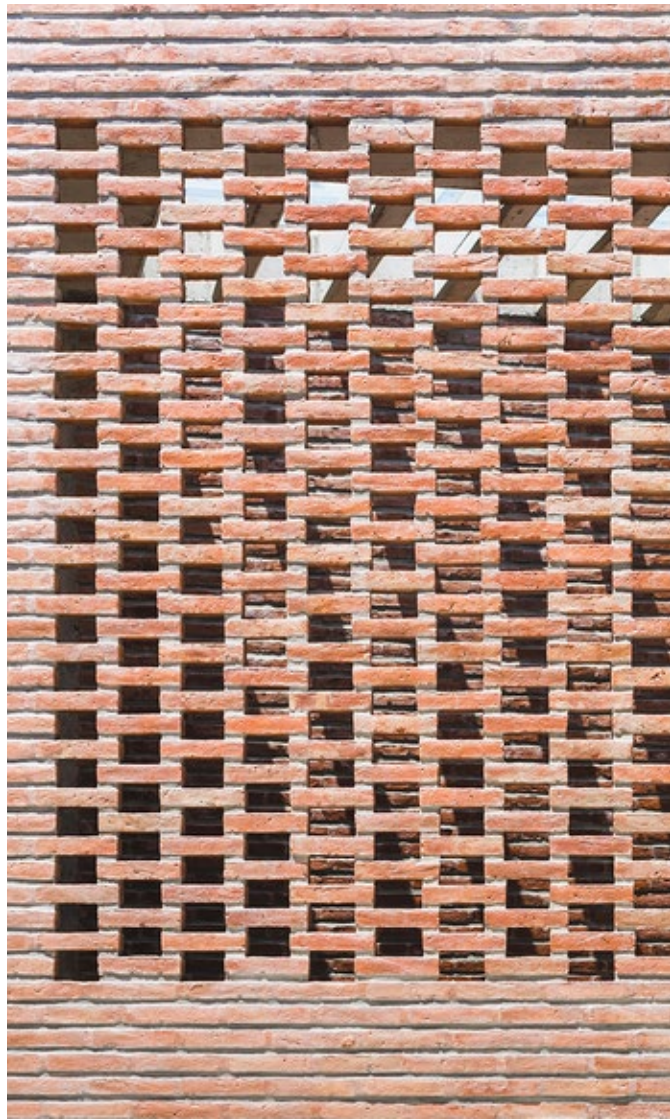


COMFORT STATION - DOWNTOWN MATERIAL CONTEXT

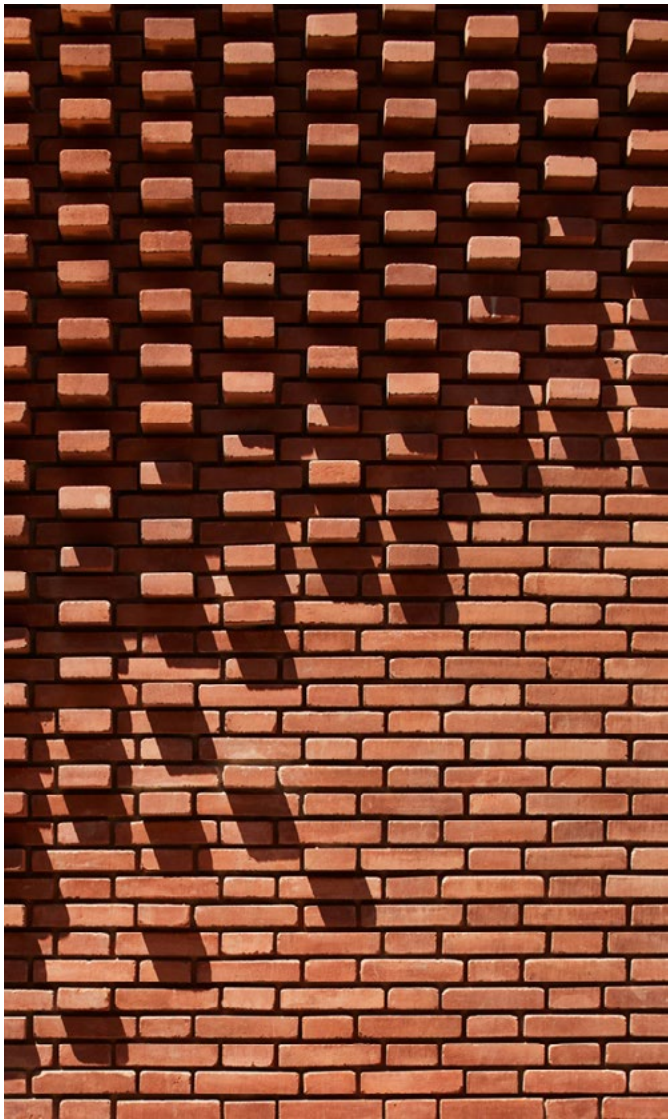


COMFORT STATION - MATERIAL INSPIRATION

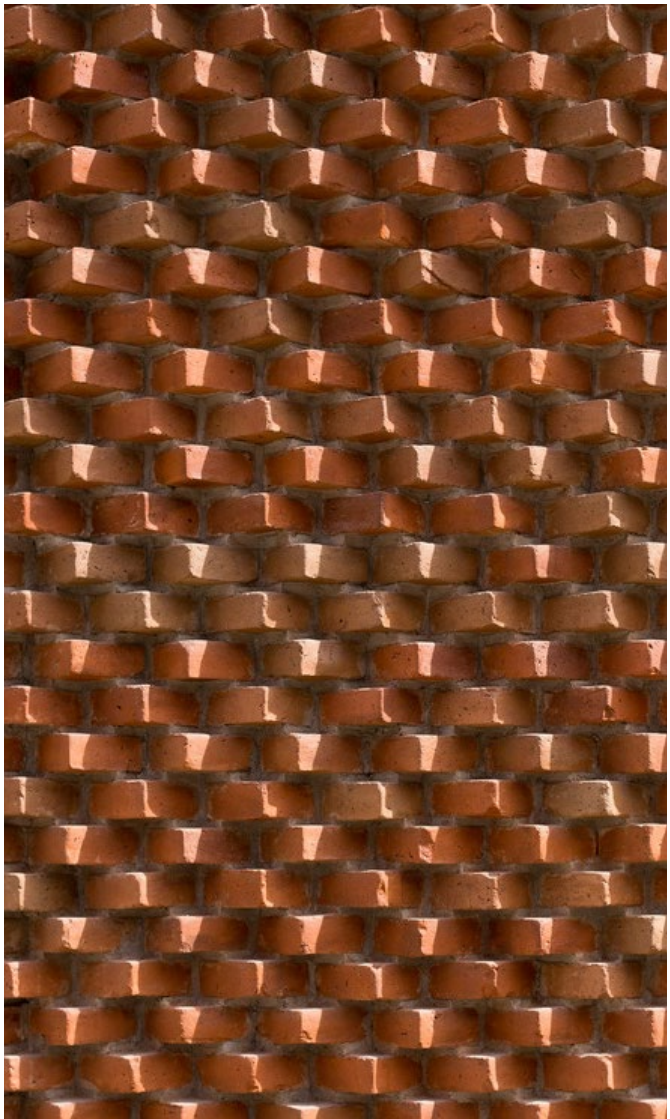
Adaptation of existing patterns
Expanding on the existing design character of the district



Perforated

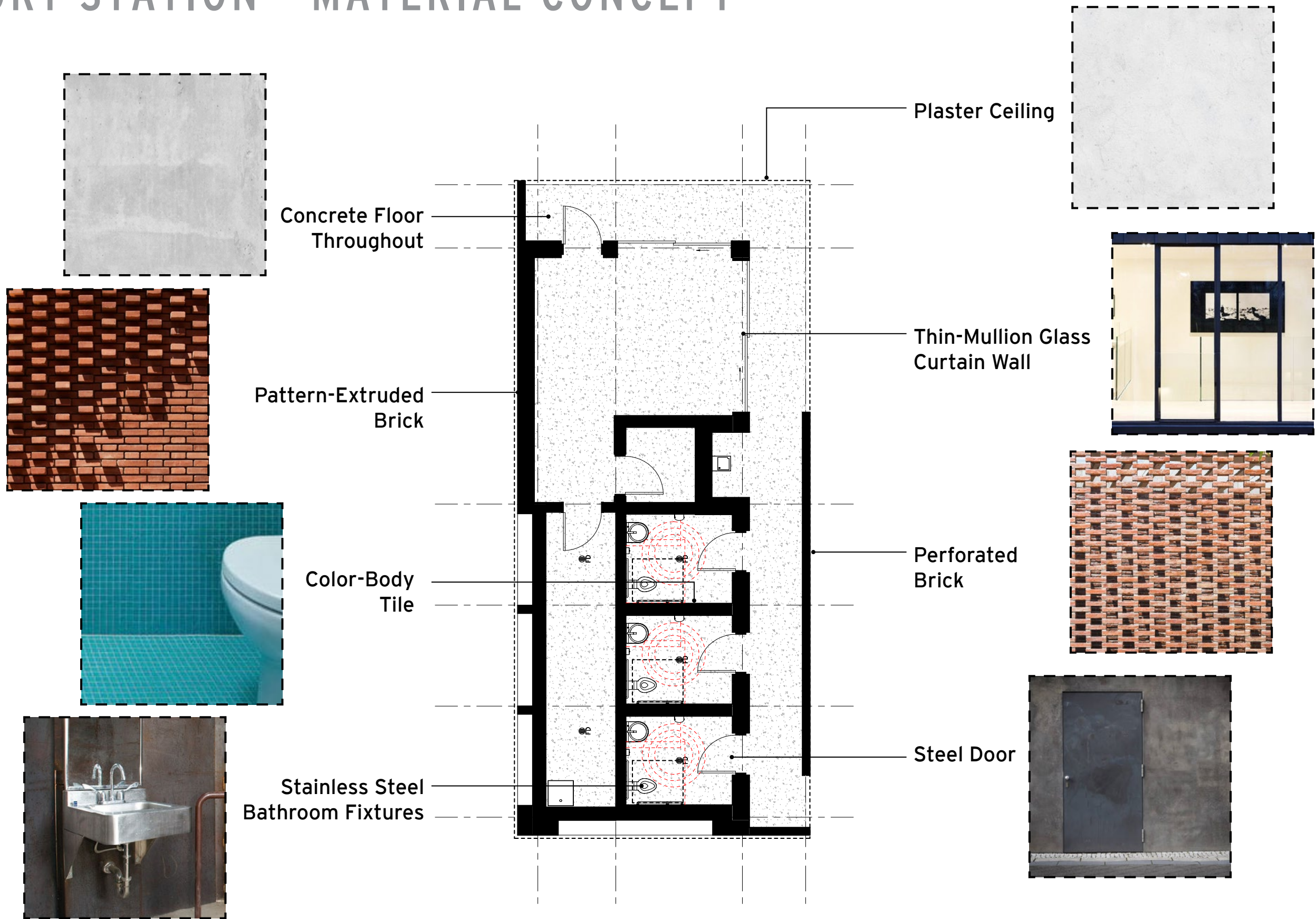


Extruded

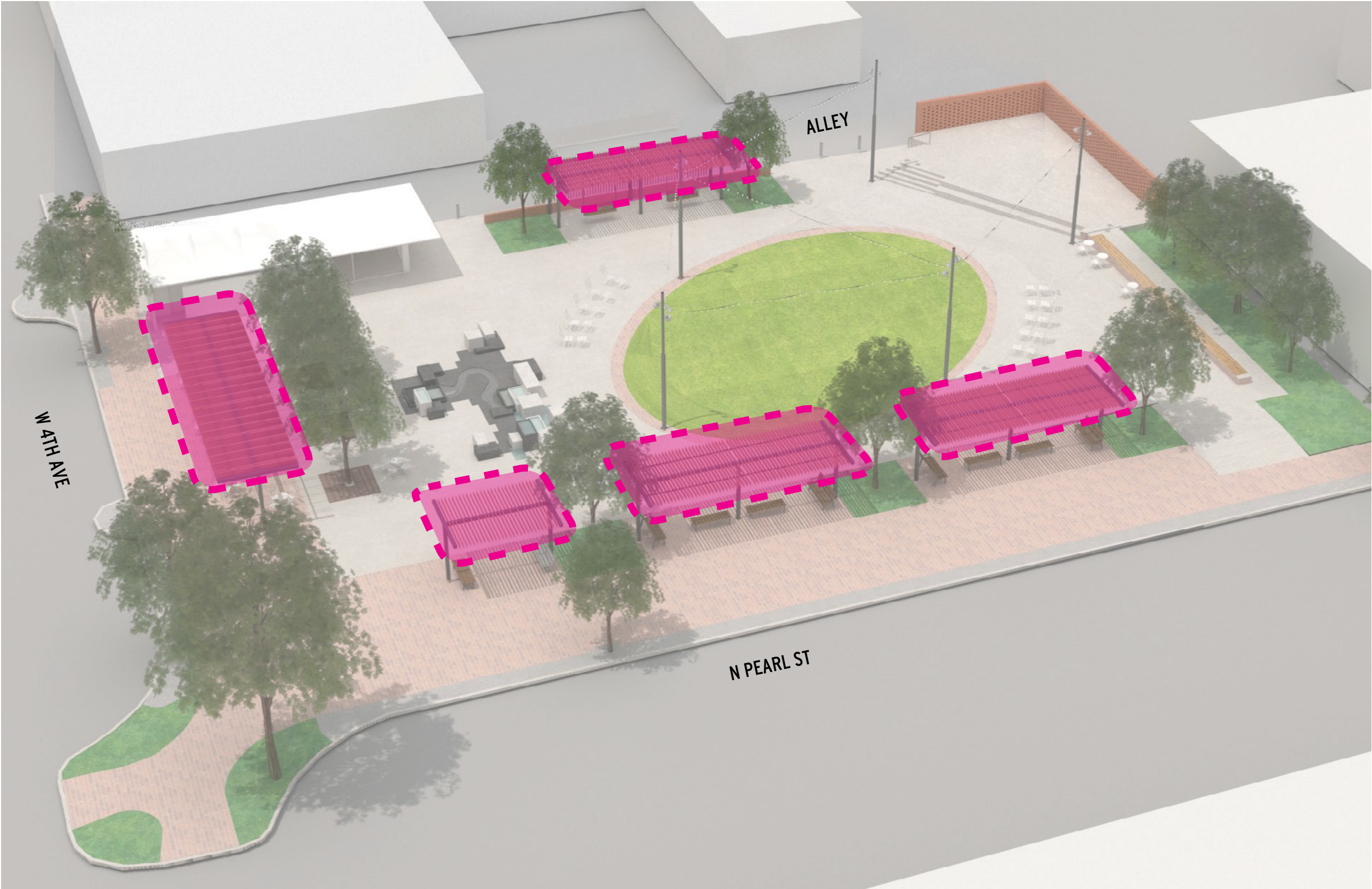


Rotated

COMFORT STATION - MATERIAL CONCEPT



SHADE STRUCTURES



SHADE STRUCTURES - EAST EDGE



SHADE STRUCTURES - SOUTH EDGE



SHADE STRUCTURES - WEST EDGE



STEEL AND EXPOSED WOOD - DOWNTOWN MATERIAL CONTEXT



In keeping with materials used in historic downtown Ellensburg, wood and steel will be dark warm grey and wood will be a darker warm tone.

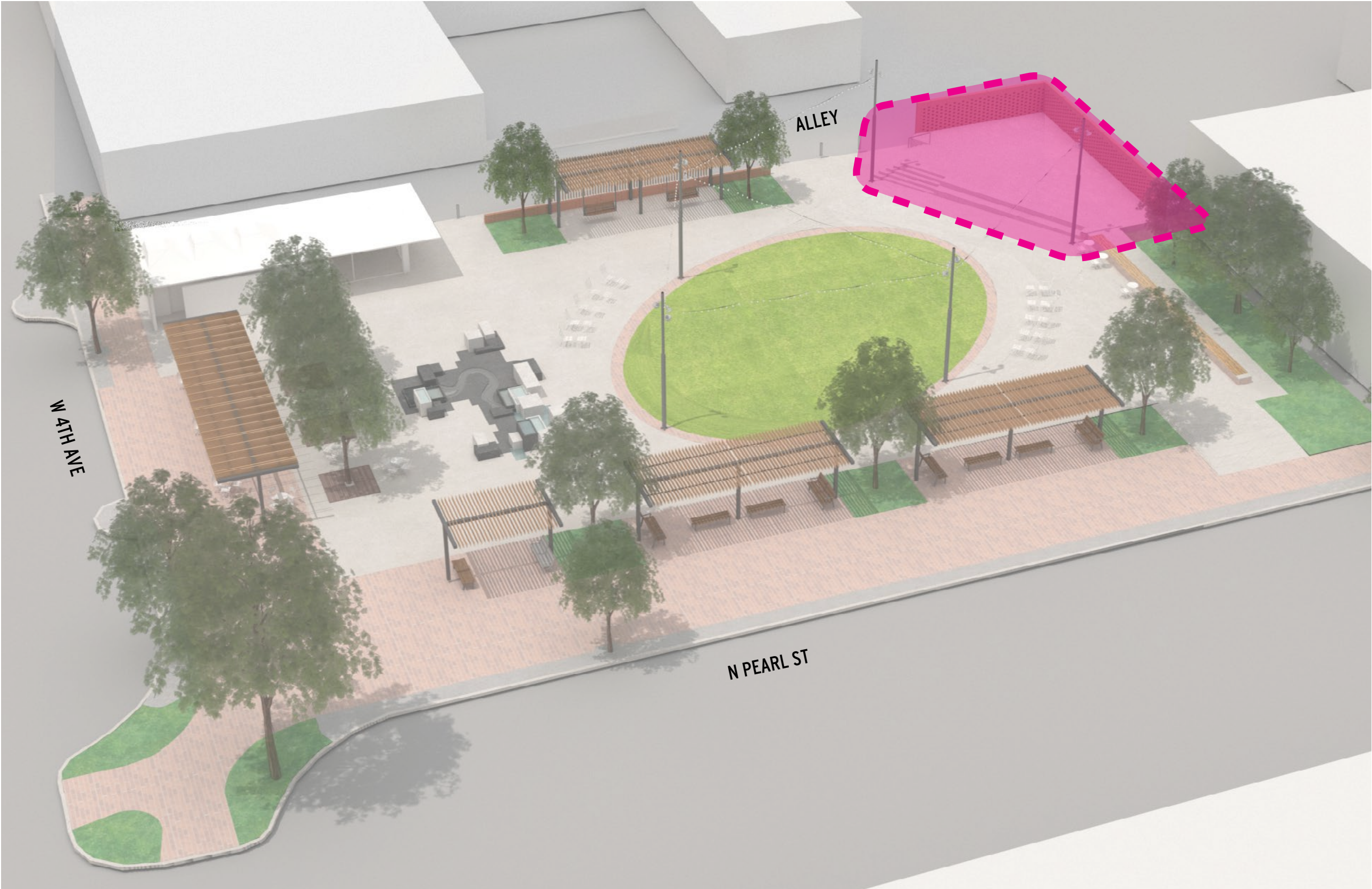


steel

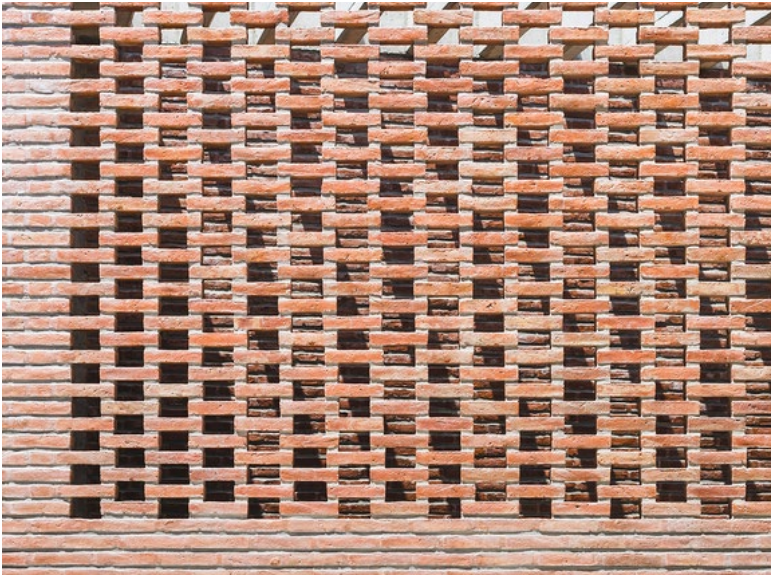
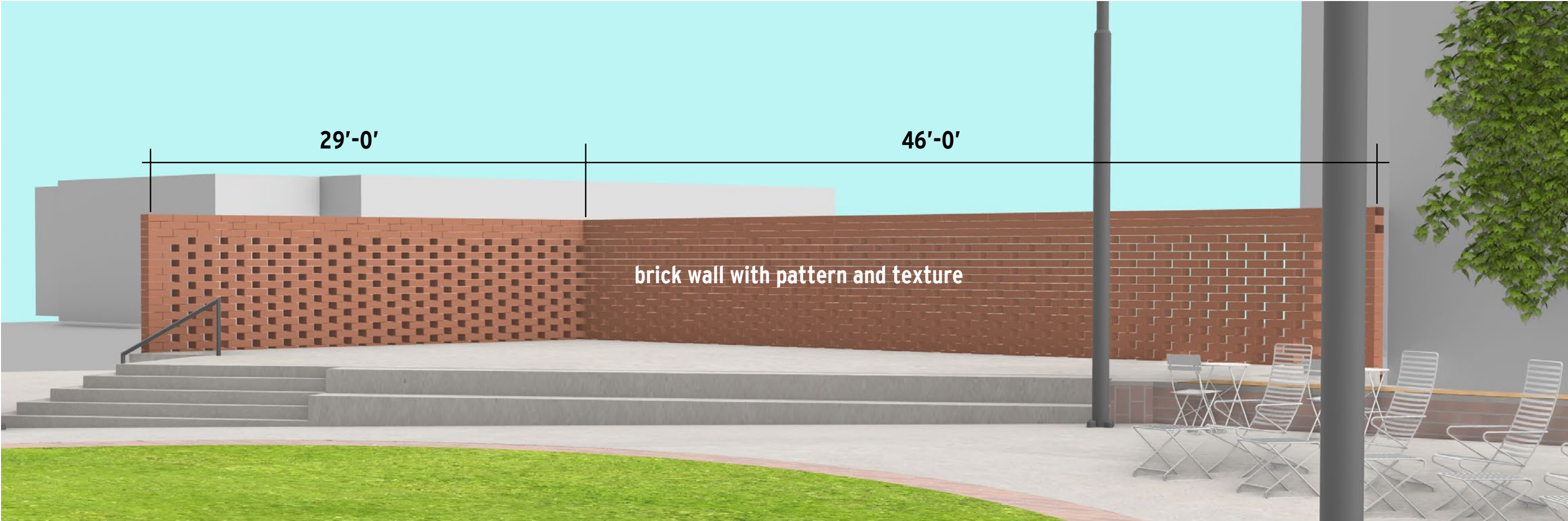


wood

STAGE AND BACKDROP WALLS



STAGE AND BACKDROP WALLS



LIGHTING DIAGRAM



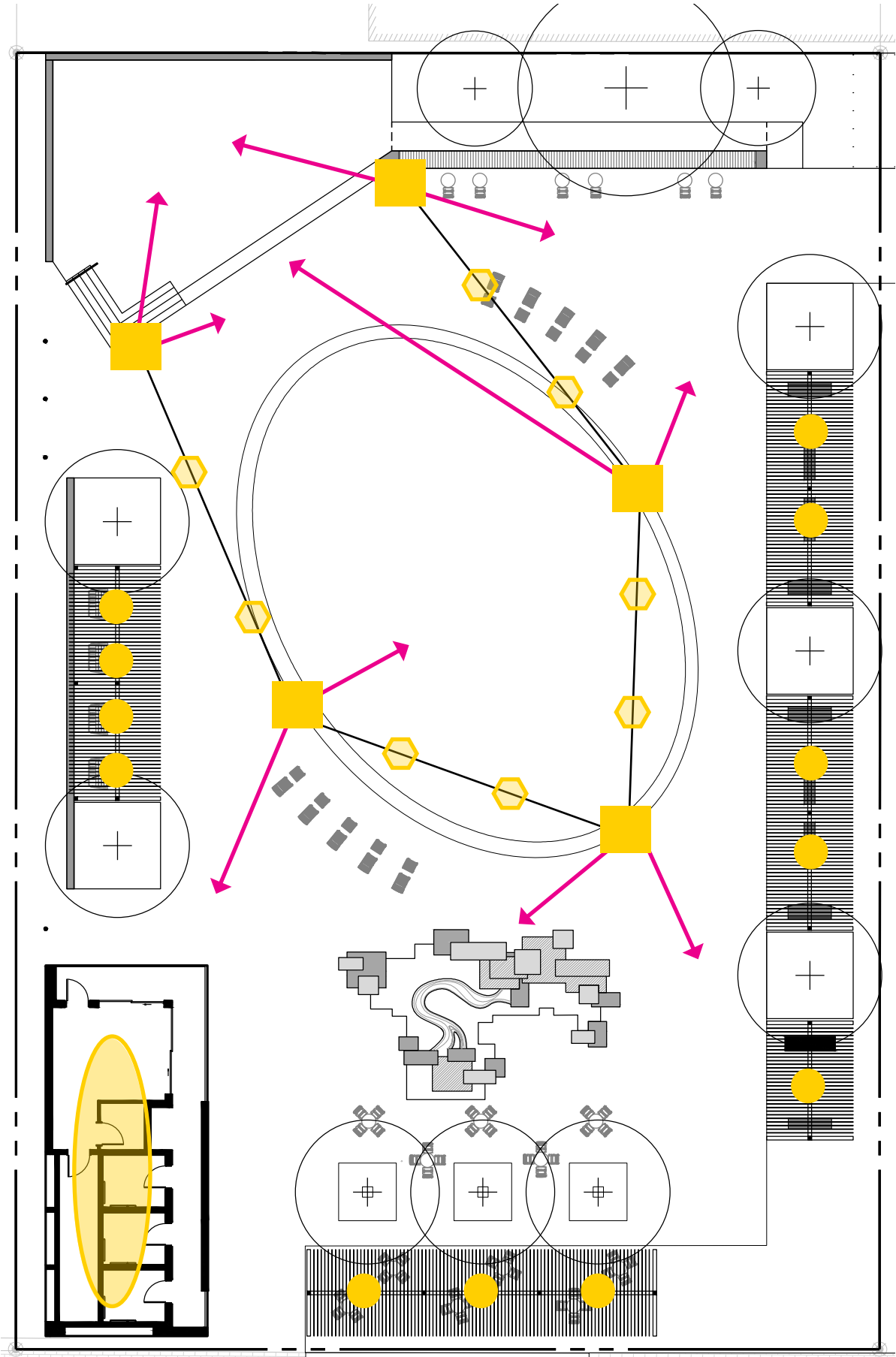
Event Pole Light



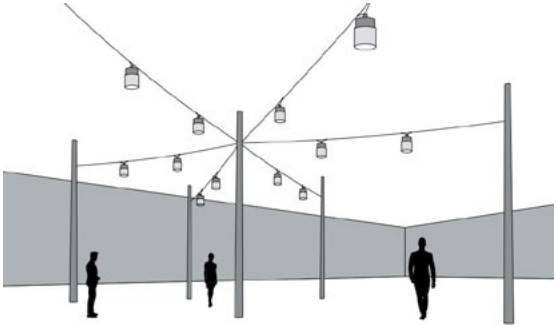
Spot Light
attached to event pole light



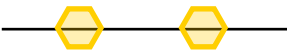
Ceiling Light



Agenda Item 8.A. - Exhibit 3, Page 24 of 28



Catenary Light



Landscape Pendant



EVENT LIGHT POLES

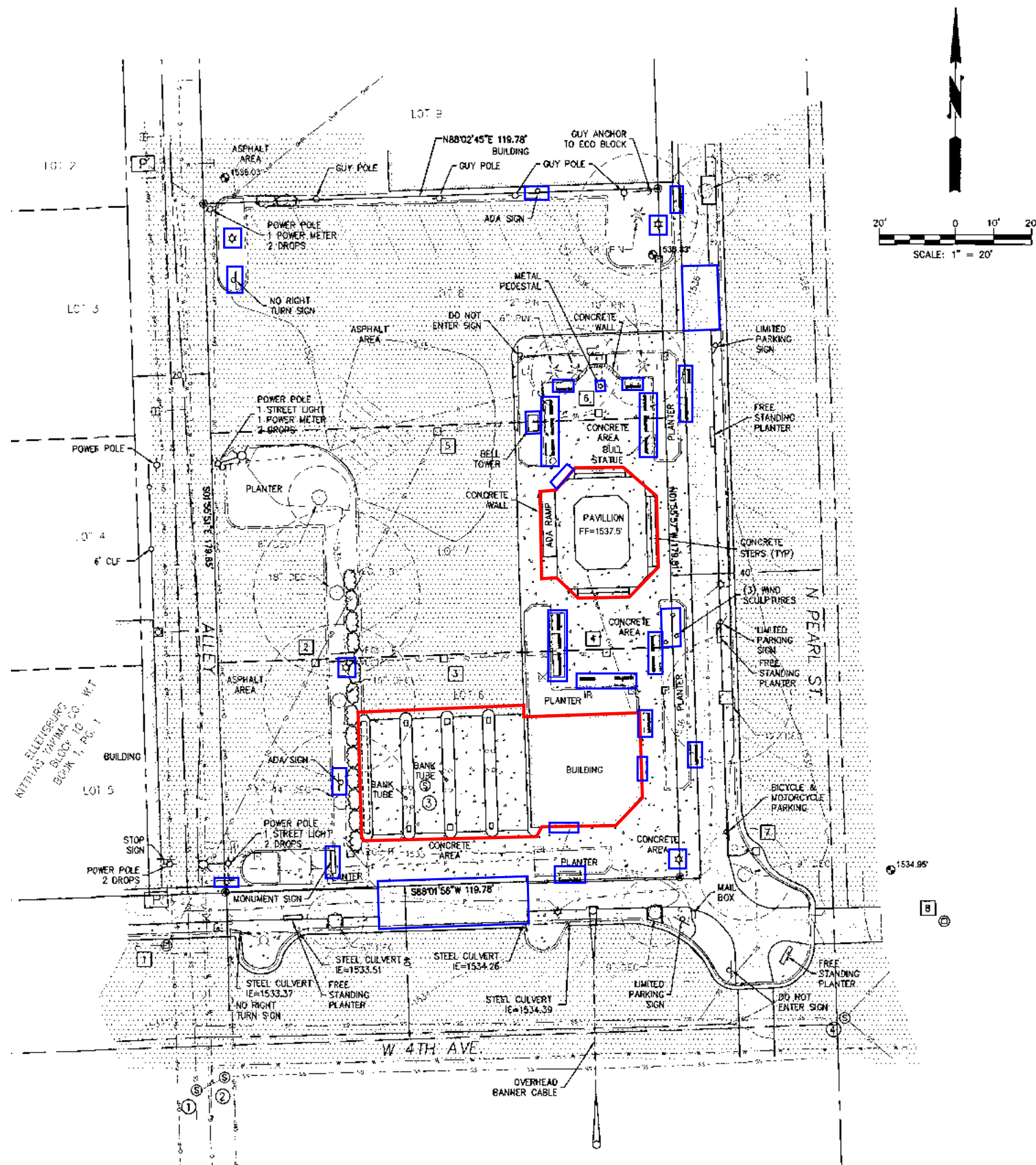


BIRDSEYE VIEW LOOKING NW



- 1 Stage (permanent)
- 2 Lawn
- 3 Comfort Station
- 4 Water Feature
- 5 Shade Structure (permanent)
- 6 Picnic Grove
- 7 Lighting / Sound Support
- 8 Screen / Wind Block
- 9 Permanent Seating

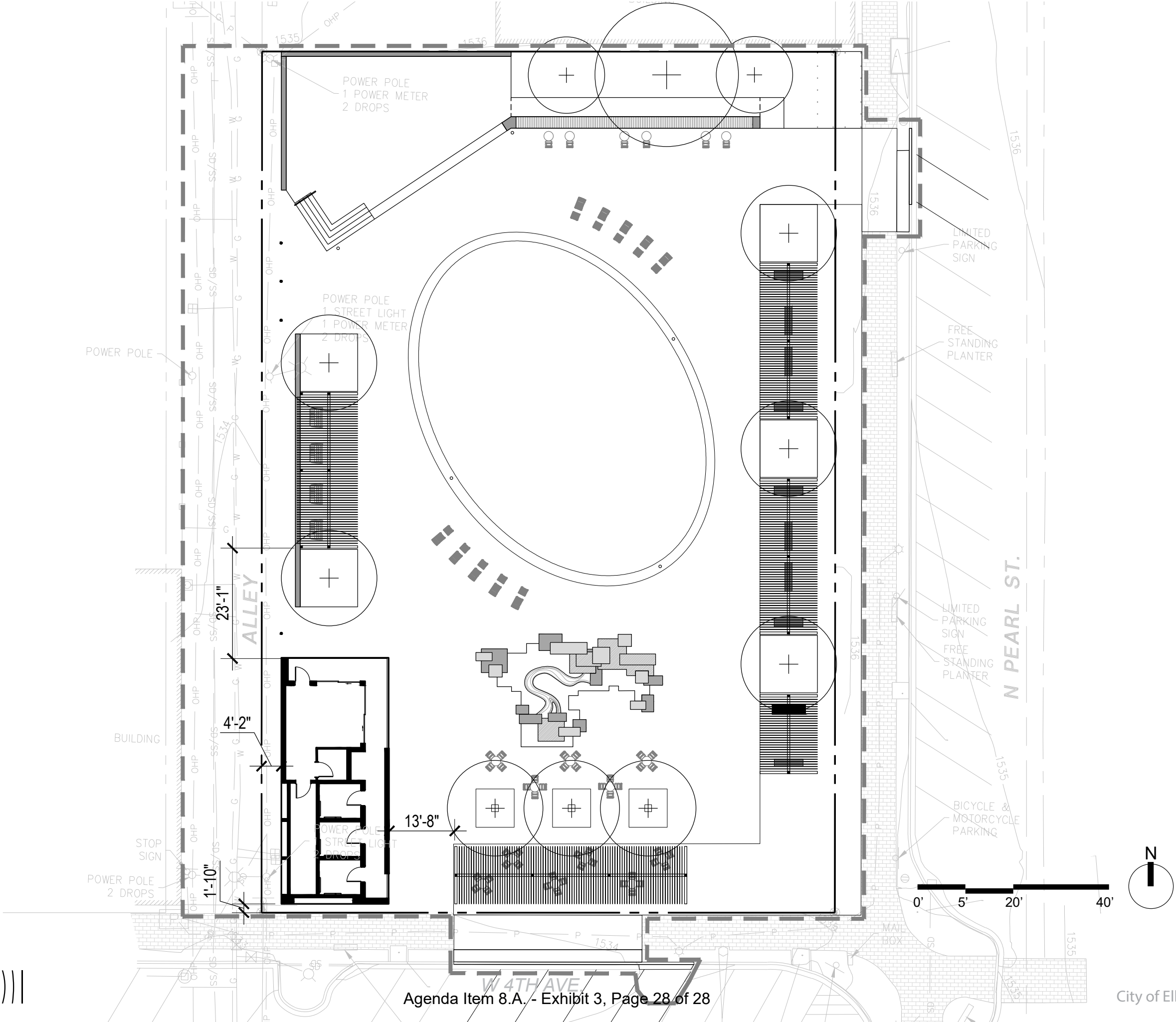
SURVEY - EXISTING SITE ELEMENTS



LEGEND

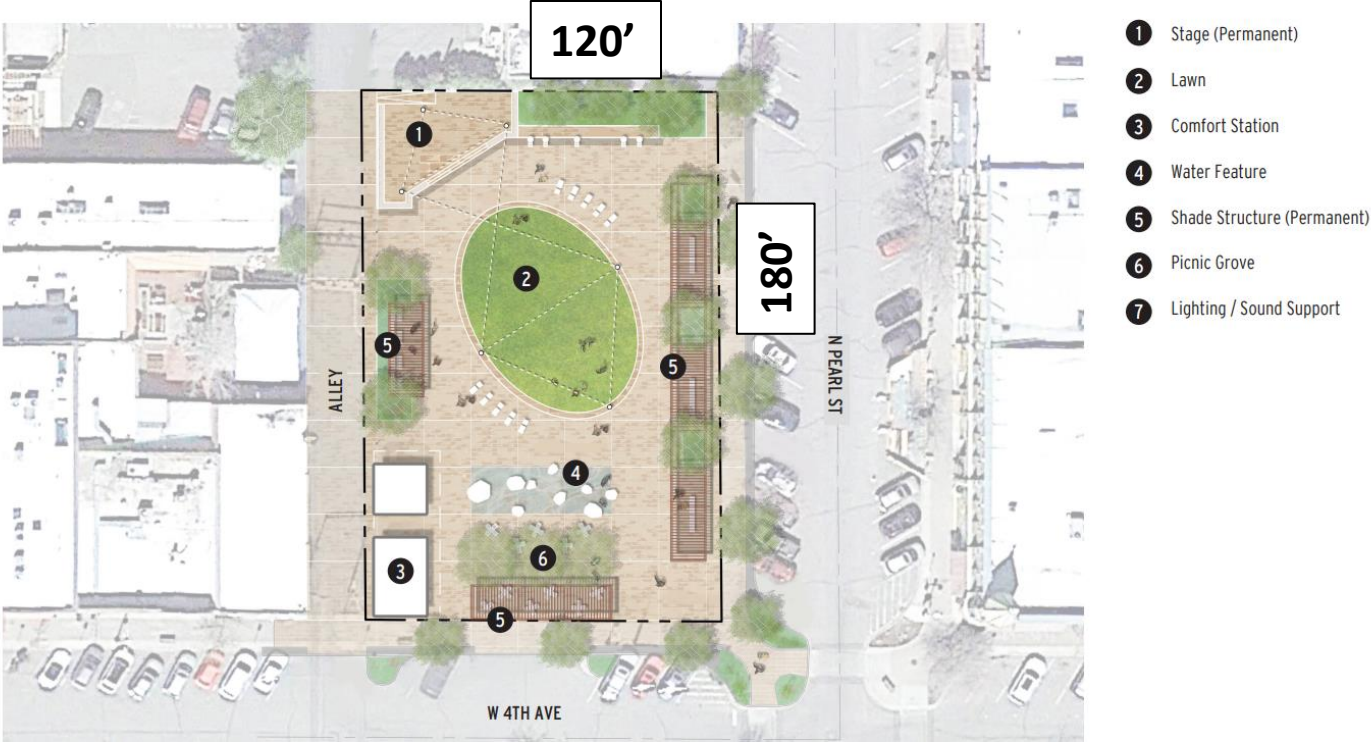
-  structures for demo
-  existing elements to remove and retain for client:
 - pedestrian light poles
 - benches
 - trash can(s)
 - bike rack (s)
 - sculptures (bull, wind)
 - plaques
 - flag poles
 - bell tower
 - signs (traffice, parking, moment)
 - water pump metal pedestal
 - basalt boulders and columns
 - pavers
 - park rules signage
 - glass display cases

SITE PLAN

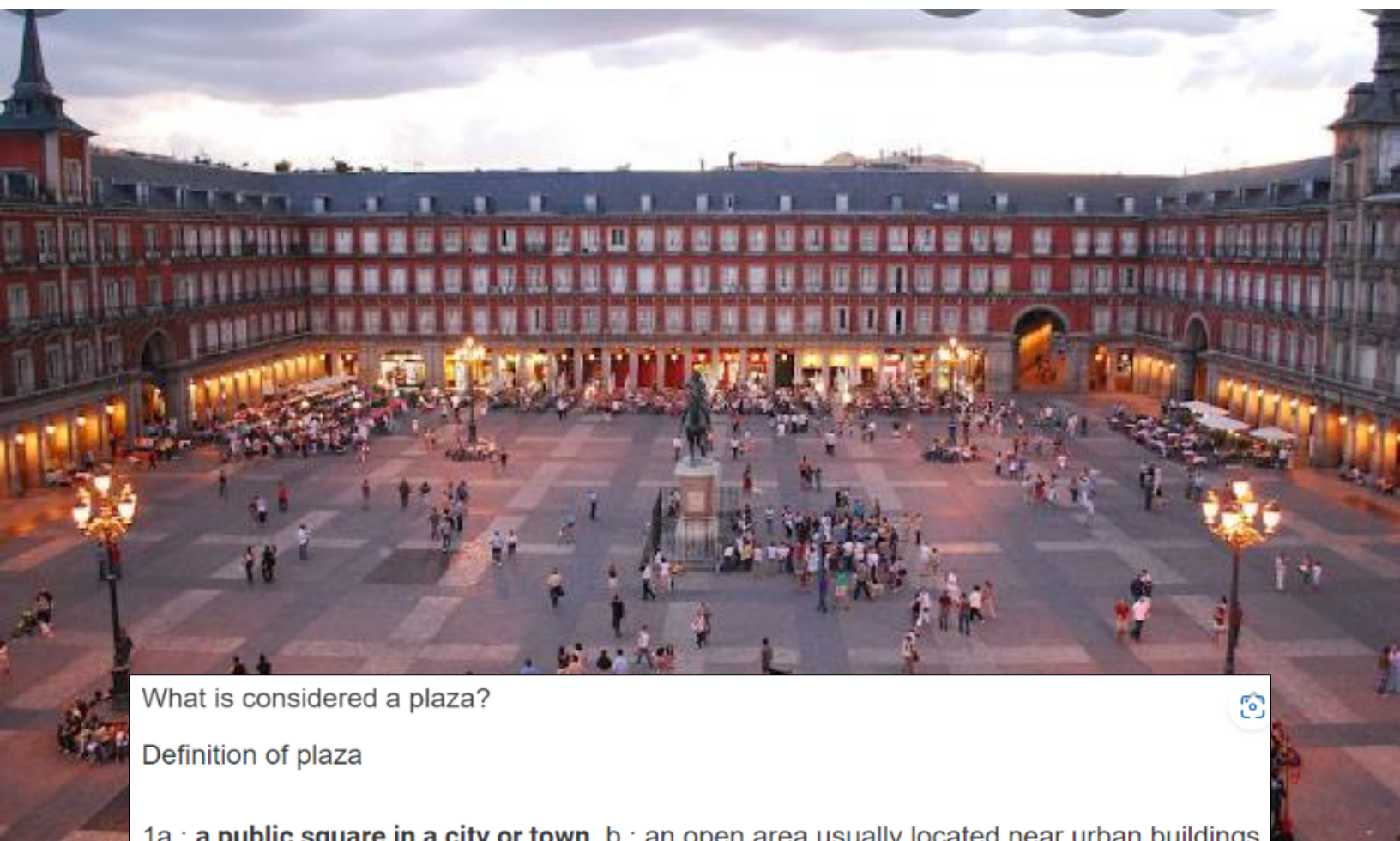


City Council Approved Monday September 19th
\$1.8 Million Budget with no costing information

PREFERRED CONCEPT PLAN



120' x 180' = 21,600 sqft
0.5 acres



What is considered a plaza?

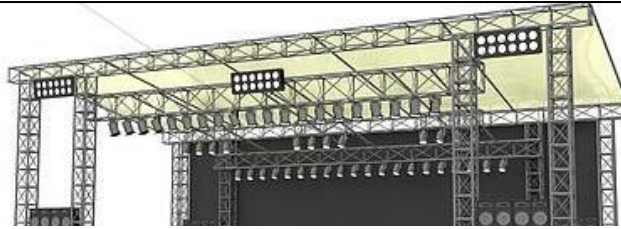


Definition of plaza

1a : **a public square in a city or town.** b : an open area usually located near urban buildings and often featuring walkways, trees and shrubs, places to sit, and sometimes shops. 2 : a place on a thoroughfare (such as a turnpike) at which all traffic must temporarily stop (as to pay tolls)

Unity Plaza

Alternate Unity Plaza Concept Plan



Stage Area: 75' x 36'

Photo of the Stuarts

Dry Granite Boulder Riverbed

Unity Plaza

75' x 100'

Pearl St + Both
Sidewalks = 75' wide



Hitching Post

Existing and extended greenery

Food Trucks on Pearl Street

Barn Quilt

← Mini Storage →

← Controlled Walk-Through →

Green Room



Review of Recommended Elements for Unity Plaza

Defining 4 TH STREET Edge of Unity Plaza	
	Repurpose drive through with Firehouse FROSTED DOORS
	Repurpose drive through for 990 sqft Mini storage
	Remodel/ build new COMFORT STATION
	Remodel/build new CONCERAGE AREA 400 vice 256
	BARN QUILT
	MOVE BULL with selfie post
	Historical display
	Rotary and logo on building
Defining Pearl Street Edge of Unity Plaza	
	Vegetation/curbing
	Flagpole
	wind art
	Lean two hitching post
Defining Northern Edge of Unity Plaza	
	New Stage
	Sound system
	DICK ELLIOT ART
Defining Western Edge of Unity Plaza	
	MT STUART SIGN
	Dry Granite cobble CREEK BED
	Watersplash pad moved to alder park/unity park
	New Vegetation
	Alley Fence
Defining Interior Space of Unity Plaza	
	PAVERS FOR 7,500 versus 21,600 SQ FEET
	staff time to READY PARK FOR ALCOHOL EVENT
Defining Alley Edge of Unity Plaza	
	Dog park
	Paint hold short line
	Repave for 14 spots
Defining Optional Electric Alley Edge of Unity Plaza	
	Install 7 dc level 3 charges
	Solar panels on drive through

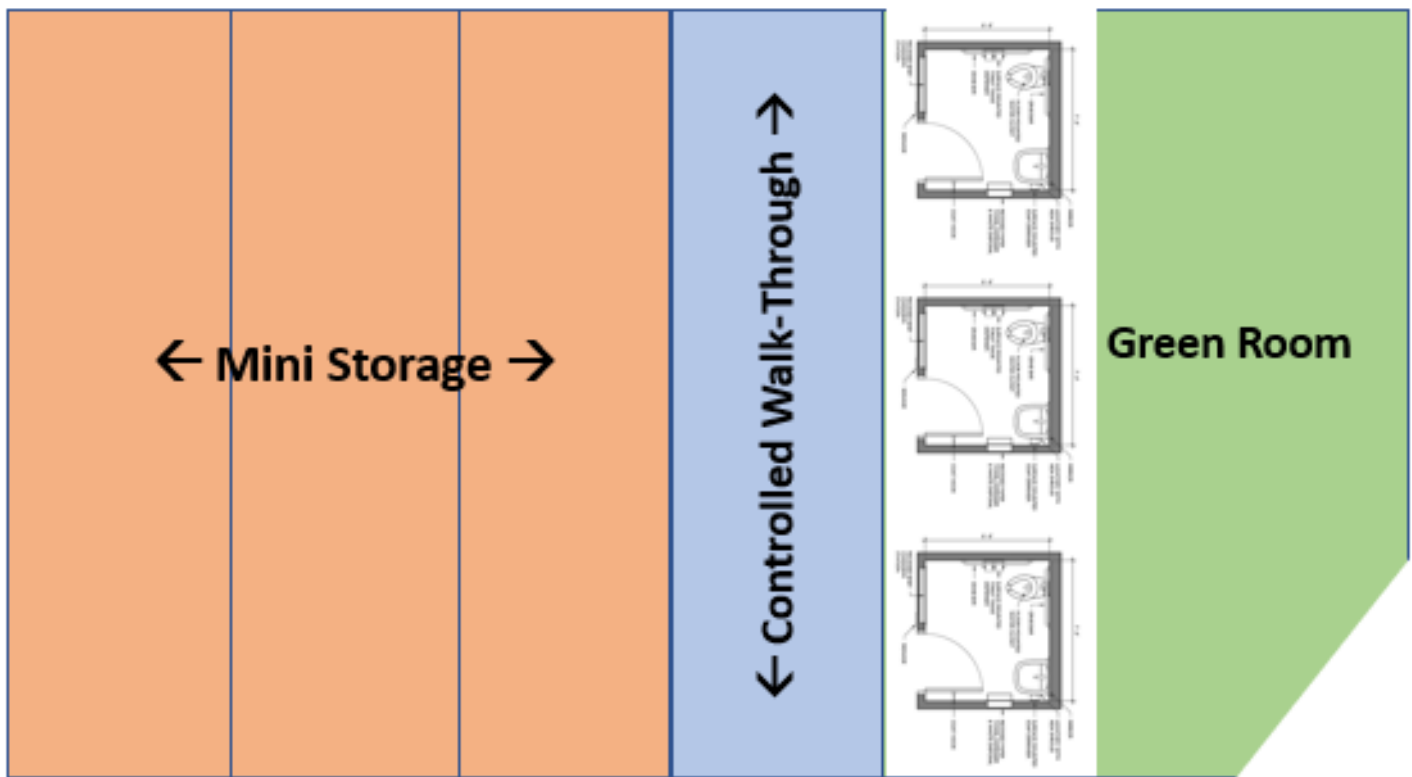
Timeline

1938	Olympia Block business location of Ellensburg Eye and Contact Lens. Moved in 1948
1980	Drive through Bank built
1999	City buys west Ellensburg Park \$2,000,000 for 360 Acres
19-Jun-01	City killed ordinance to put time limits on parking next to skate park
24-Aug-01	City purchase downtown portable restroom for \$40,000, three stalls. Hours 7:30 top dusk
17-Aug-04	Rodeo Kickoff Breakfast. Sound by JP Enterprises. Still providing sound in 2022
7-Jun-05	Moved Portable Restroom to "Friendship Park" location "Not being used"
26-Jun-14	New wind art installed at Rotary park Lyman Whitaker artist
2016	City adds parking to Rotary Park
18-May-18	City pursues to buy land, Banklease expires 2020
25-May-18	City contracts for \$25,000 Downtown Parking Survey
16-Nov-18	Rotary Park in "review process" Brad Case
20-Sep-19	City purchases 22,500 sqft area for \$799,000
4-Oct-19	Citizen input on what to do with Rotary Park. First mention of water feature and grass by Cathy Poshusta. "clean Canvas"
25-Mar-21	Named Unity Park. Nancy Goodloe Council Member. Place to gather and have meaning
Sep-21	Econnorthwest Steet Study
16-Dec-21	Daily record Editorial on vacation of Pearl
15-Feb-21	City council options for Pearl Temp/seasonal /permanent
23-Feb-22	Council approves \$65,000 Walker Macy contract "The idea is how does the park blend into the sidewalk and then into street" Brad Case
23-Mar-22	City Council pulls Pearl street permanent/seasonal closure option.
23-Jun-22	City Council extends streeteries until Nov 1,2022
23-Jun-22	1st coffee with City Council

Defining 4th Street Edge of Unity Plaza

Save & Renovate Historical Drive-Through Infrastructure to Create a Defined Event Area by installing frosted Firehouse doors on both sides of the building





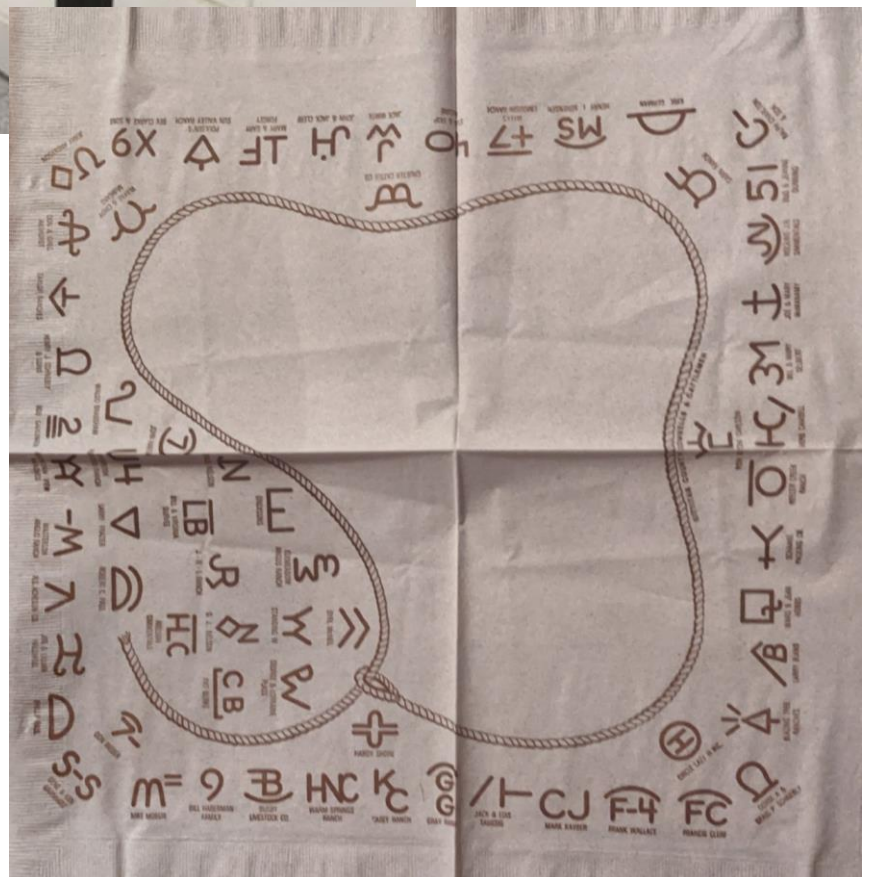
Repurposing the existing bank building into a mini-storage, control-point, restroom & green room!



Defining Pearl Street Edge of Unity Plaza

East Edge Perimeter

100' Hitching Post Broken into 18" panels
with a roper's rope tied in between posts as
lower rail fence





Using Pearl Street Parking for Food Trucks

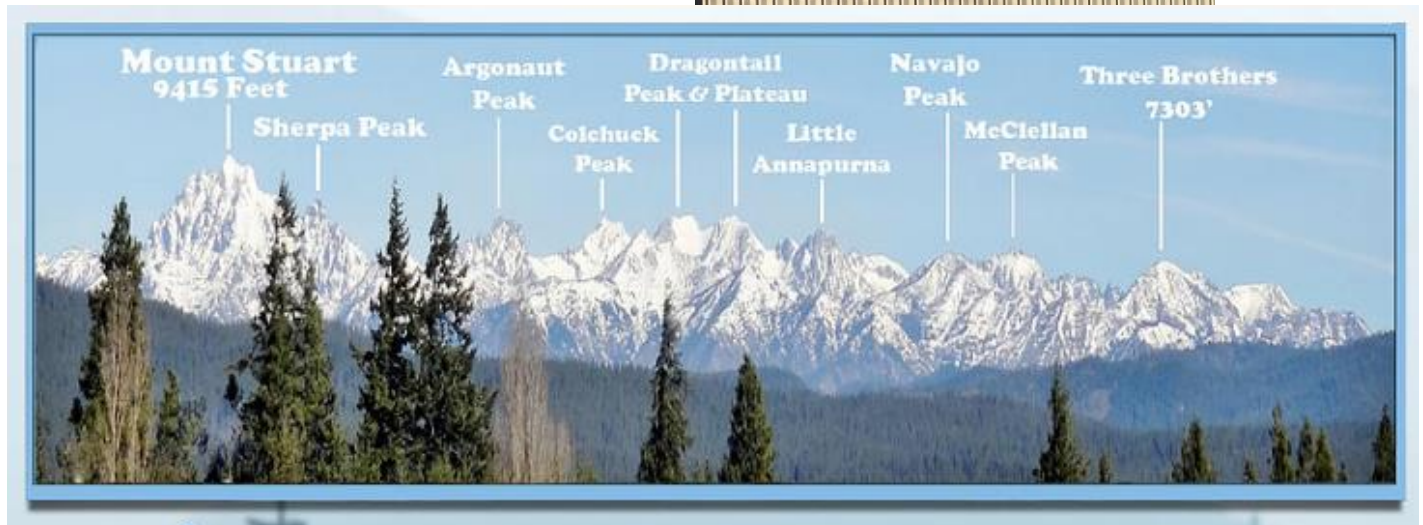
Defining the North Edge of Unity Plaza



Turn-Key Stage Space &
Associated Equipment is
part of the capital
expense of the project

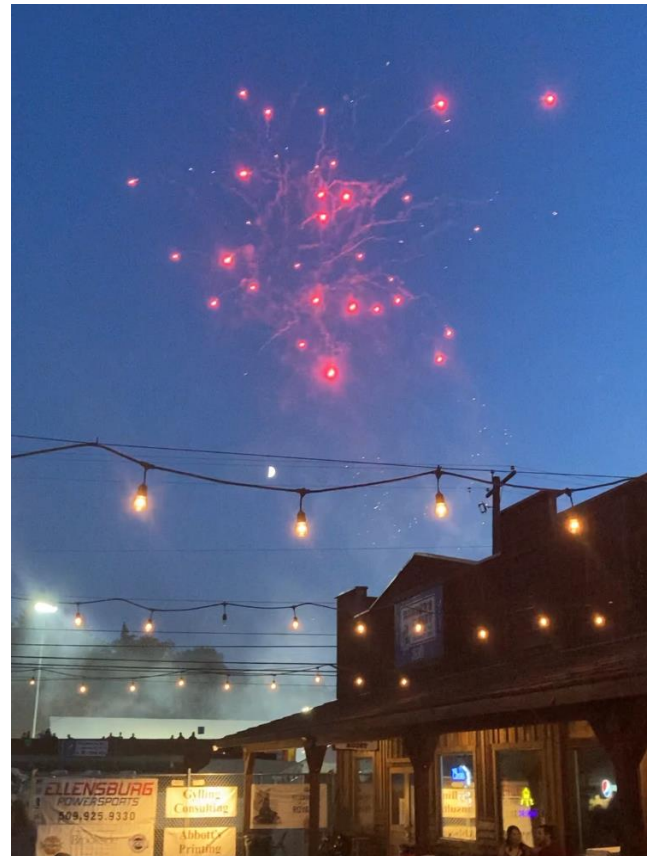
Defining the West Edge Perimeter of Unity Plaza

Defined by a black chain-link fence with 4' of granite rock, riverbed in front of it and a view of the Stuart Mountains from Reed Park applied to the fence similar to the 'World Famous Timothy Hay'



Defining the Interior Space of Unity Plaza

Daily Space Availability for Flexible Use.
Invisible guide-wires from the Stage to
the top of the driveway building for
lights/shade devices



Honoring Rotary

Ellensburg Rotary since 1922



Appendix C: Ellensburg Downtown Events

List of Events at Unity Park and Pearl Street

Source: City of Ellensburg

Event Name	Event Description	Season	Event Duration	Attendance	Location
St. Paddy's Day 5k Run	5k run around downtown, beer garden, kids games, food	Spring	1pm-8pm	850	Unity Park
Eastern Washington Brewfest	Axe throwing, beer garden, mechanical bull, food, music	Spring	11am-6pm	700	Unity Park
Ellensburg Germanfest & Parade	Germanfest and community parade with daschunds	Spring	8am-3pm	600	Unity Park
Hoedown in the Downtown	Live music, beer garden, merchandise vendors, food truck	Summer	1 night, 3 hours	500	Unity Park
Jazz in Valley	Community jazz festival held at various locations; Unity Park is the main location	Summer	3 days, 2 nights	5000	Unity Park
Rodeo Kickoff Breakfast	Kickoff event for the Kittitas County Fair and Ellensburg Rodeo	Summer	6am-11am	500-800	Unity Park
Rodeo Kickoff Parade	Kickoff event for the Kittitas County Fair and Junior Rodeo Parade	Summer	6am-11am	500-800	Pearl Street
Rodeo Parade	Community Parade	Summer	6am-11am	5000	Pearl Street
Buskers in the Burg	Street performers, kids' activities	Fall	9am-2pm	1200	Unity Park
Moments to Remember	Downtown Holiday event	Fall	3pm-9pm	1000	Unity Park
CASA Rocks Cornhole Event	Cornhole tournament, beer garden, family activities, food, bands	Fall	11am-5pm	150	Unity Park
Winterhop Brewfest	Craft and microbrew tasting available throughout downtown; Unity Park is the main check-in	Winter	12pm-5pm	2000	Unity Park

Where is the Potential List of Events that could Utilize the Space?



How will Farmer's Market Interface with new Plaza? ...

Policy

- Unity Park is the ONLY Ellensburg Park when permitted with specific event approval by City Council
- Washington State Liquor Control Board requires specific site plan approval for each event
 - Minimum perimeter is a 42" fence



Agenda Report

Date: June 3, 2019
To: City Council
Through: John Akers, City Manager
From: Brad Case, Parks & Recreation Director
Subject: Consideration of Approving the Service of Alcohol at Jazz in the Valley

Summary: Council is being requested to approve the service of alcohol during Jazz in the Valley, which is scheduled to take place July 26-28, 2019 at the Rotary Pavilion.

Background: The events associated with Jazz in the Valley includes the service of beer and wine, in addition to live music, and food vendors.

Event organizers have submitted a special event permit application as well as the necessary insurance.

Findings and Analysis: Section of 6.64.260 of the Ellensburg City Code requires Council approval for any special event at which alcoholic beverages are served, subject to compliance with all the other requirements set forth in the Special Event chapter. The vendors will have to agree to changes required for the insurance and indemnity provisions of the permit before it will receive final approval.

Fiscal Impact: There is no fiscal impact associated with this request.

Recommendation: Approve the service of alcohol at the Rotary Pavilion for Jazz in the Valley scheduled for July 26-28, 2019.



Everyone has the same
right to the Park
It should be designed to
address known concerns



Bars close at 2AM ...



Splash Pad – Already Planned for North Alder Park & Fully Funded Through Unity Park Savings

North Alder Street Splash Pad

Our Work / Local Parks / North Alder Street Splash Pad

CATEGORY OVERVIEW

Local Parks grants help protect these symbols of vibrant communities, providing places for families to gather and play and promoting a healthy and active lifestyle in an era when people spend increasing amounts of their time inside. The WWRP is the largest source of local parks funding in Washington, helping communities fund the acquisition, development, and renovation of vital recreation areas and green spaces.

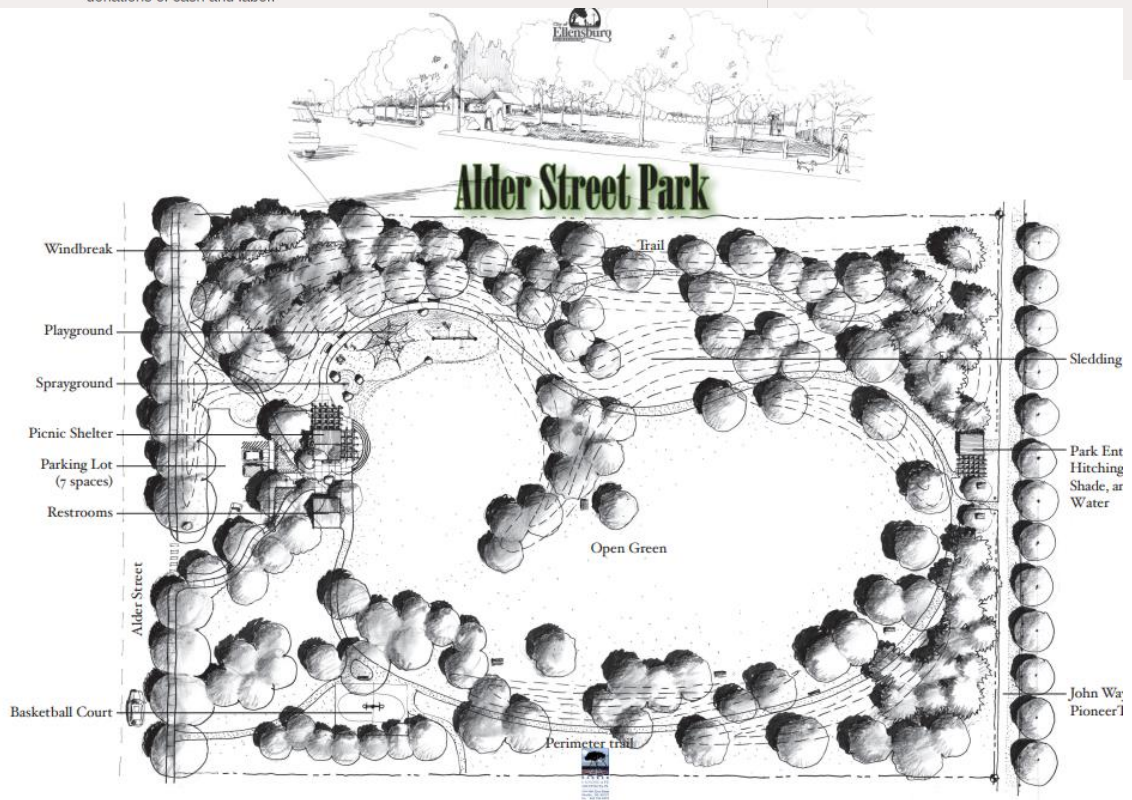
PROJECT HIGHLIGHTS

The Ellensburg Parks and Recreation Department will use this grant to construct a spray pad in the 5.5-acre North Alder Street Park, in Ellensburg. This spray pad will be the only outdoor aquatic facility available to Ellensburg residents. North Alder Street Park is the city's newest park and has only been open since the summer of 2013. Ellensburg will contribute \$75,000 in cash and donations of cash and labor.

QUICK FACTS

WWRP Applicant: Ellensburg Parks & Rec Dept
Category: Local Parks
WWRP Grant: NULL
Applicant Match: 75000
Project Type: Development
County: Kittitas
Legislative District: 13
Status: Board Preliminary Approved
RCO Project # 16-1961

NSERVATION



Defining the Alley Edge of Unity Plaza

Parking

A 2019 parking study exists for the downtown, this plan leaves 17 alley parking spaces out of the existing total of the 30 spaces.

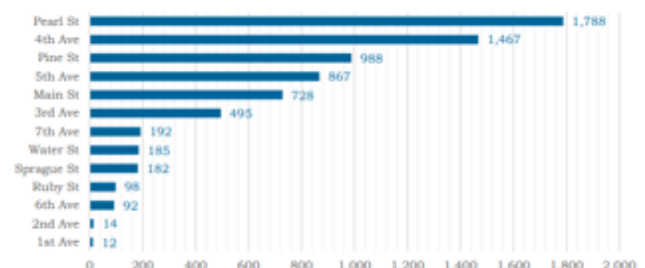
The yellow area is the area of potential effects of the preferred plan.



Parking citations Jan 2015-March 2018 numbered 1,788 for Pearl street alone. What is updated information and how will this be addressed.

The majority of downtown parking citations occur on five downtown streets. Between January 2015 and April 2018, there were approximately 7,000 downtown parking violations, or approximately 2,000 per year. The five streets with the most violations represent 82% of all citations. Pearl Street and 4th Avenue had the most citations, followed by Pine Street, 5th Avenue and Main Street (Figure 10).

Figure 10 Parking Citations, by Downtown Street (January 2015 – March 2018)



Source: City of Ellensburg

NelsonNygaard Consulting Associates, Inc. | 3-3

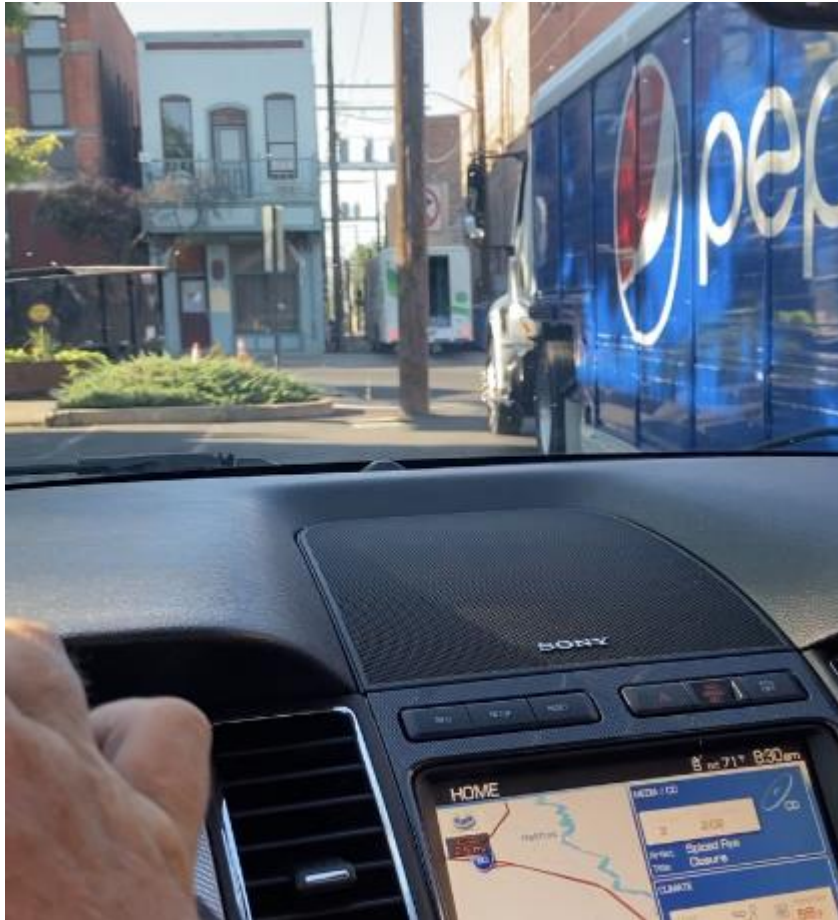
Alley parking

Making and/or retaining 17 parking spaces along the alley MAKES THE CITY \$1,800 ANNUALIZED COST PER SPACE X 17 SPACES = \$30,600 PER YEAR!!!!!!!!!!!!!! With no capital outlay

EXAMPLE GARAGE COSTS

$$\begin{array}{rcl}
 \$20,000 / \text{space} & + & 30 \text{ years at } 5\% \\
 \text{construction} & & \text{Debt service} \\
 & & \$500 / \text{space} / \text{year} \\
 & & \text{O\&M} \\
 \hline
 & = & \\
 \\
 \$1,800 / \text{space} & \div & 336 \\
 \text{annualized costs} & & \text{use days per year} \\
 & = & \\
 \\
 \$5.36 / \text{space} / \text{day} & & \\
 100\% \text{ cost recovery} & &
 \end{array}$$

Alley Blockage; can be prevented and mitigated by painting a hold-short line in the alley allowing vehicles to safely pass on the driver side trucks doing delivery



Dog Rest Area for i90 Traffic



Save our
40-year
old trees!



Visitor Center Information we can do better



Thank you!

Questions?

Existing Condition



Take a
Virtual
Tour!



UNITY PARK - CONCEPT CONFIRMATION

SEPTEMBER 20, 2022



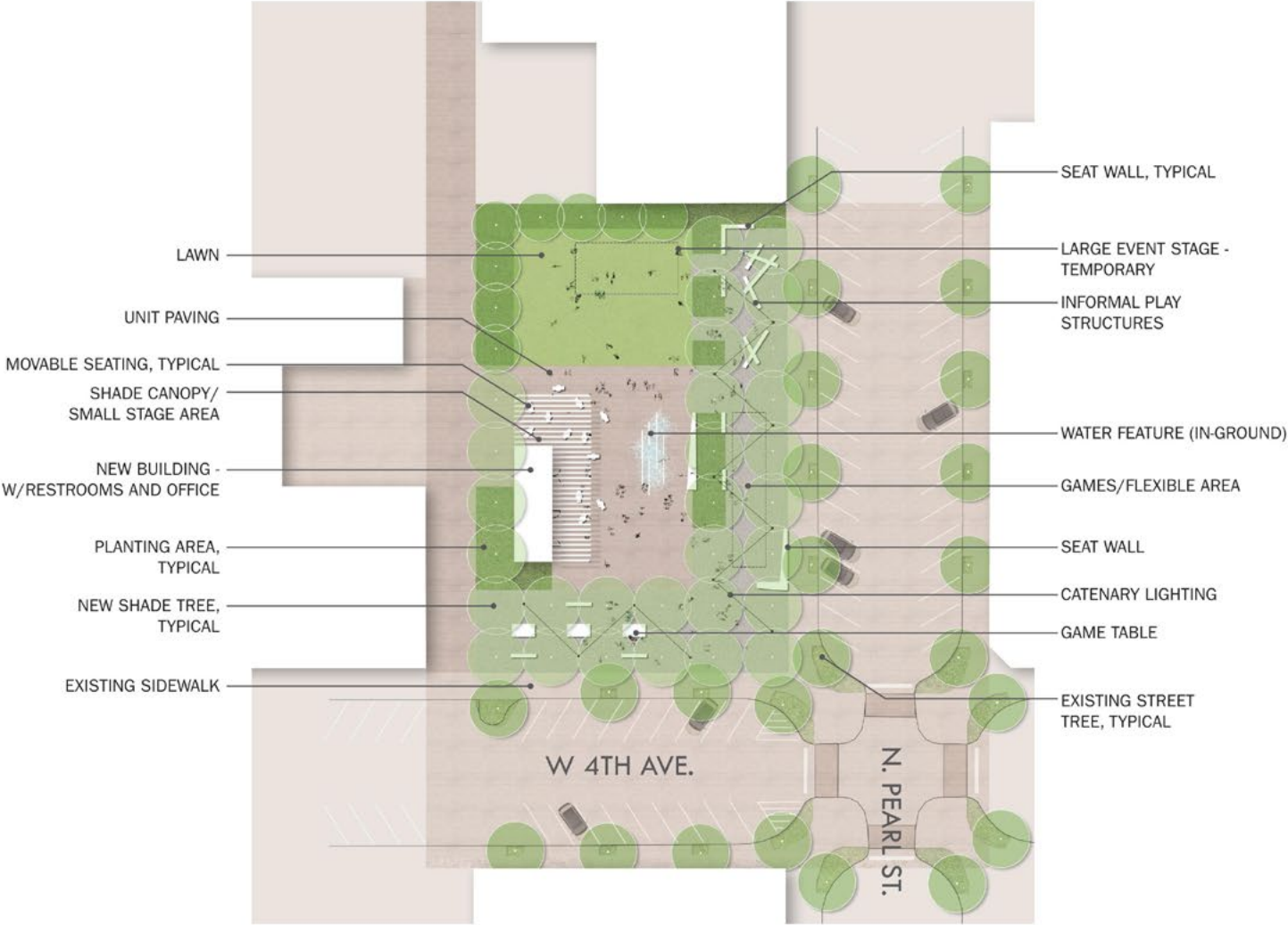
CLIENT
City of Ellensburg



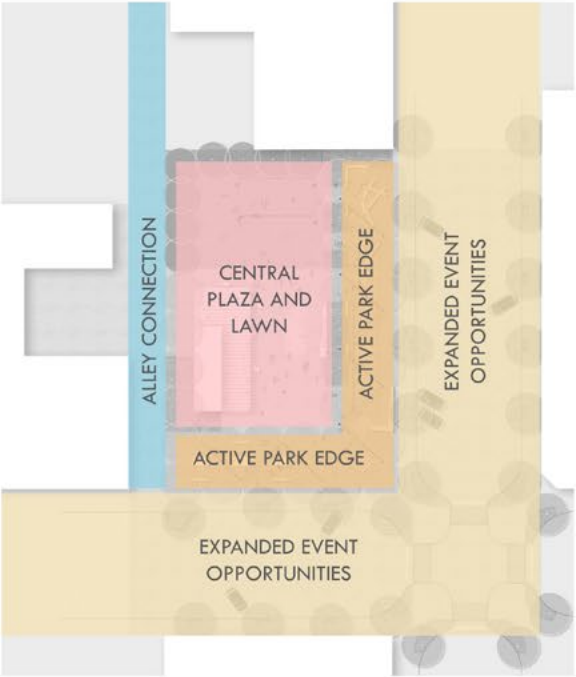
PROJECT TEAM
WALKER MACY - Prime Consultant & Landscape Architect
SIGNAL ARCHITECTURE + RESEARCH - Architect
COUGHLIN PORTER LUNDEEN - Civil Engineer
DCW COST MANAGEMENT - Cost Estimator

PREVIOUS WORK

CONCEPT DESIGN



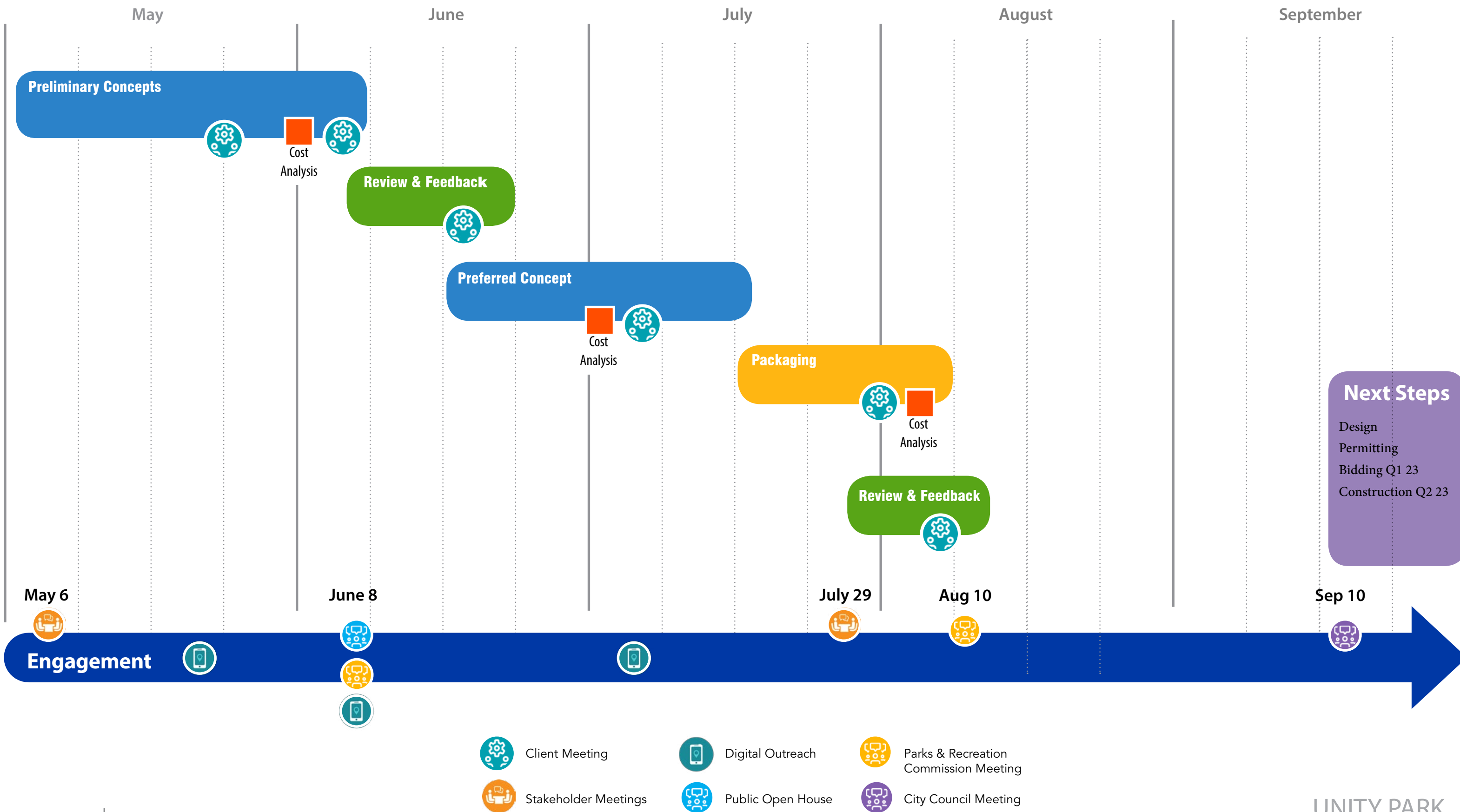
CONCEPT DIAGRAM



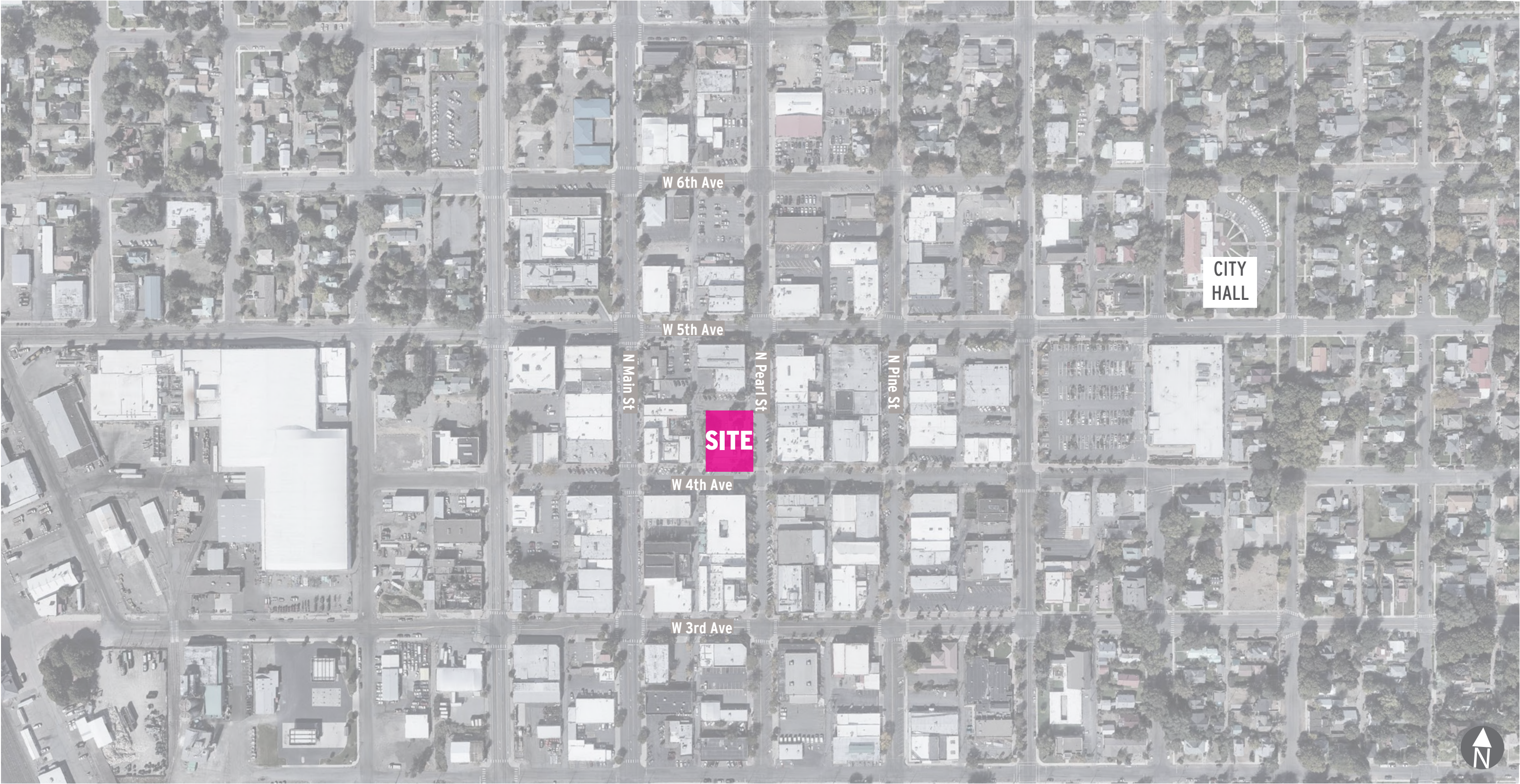
PRECEDENT IMAGES



SCHEDULE



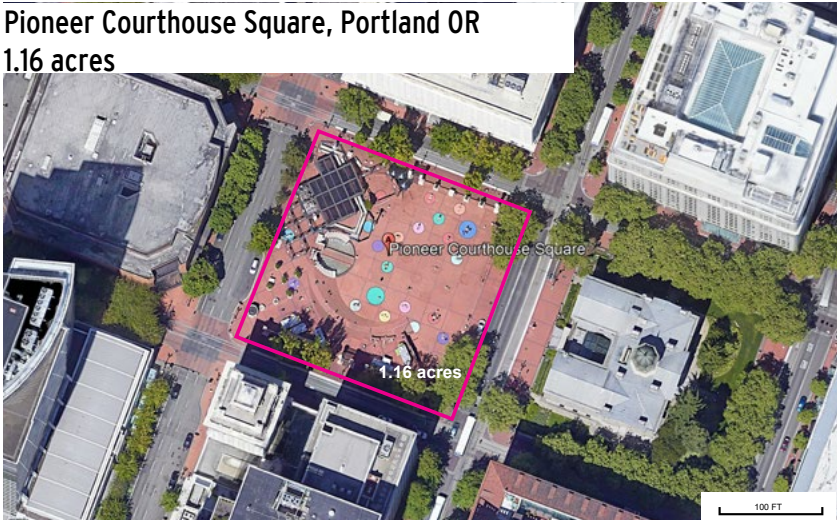
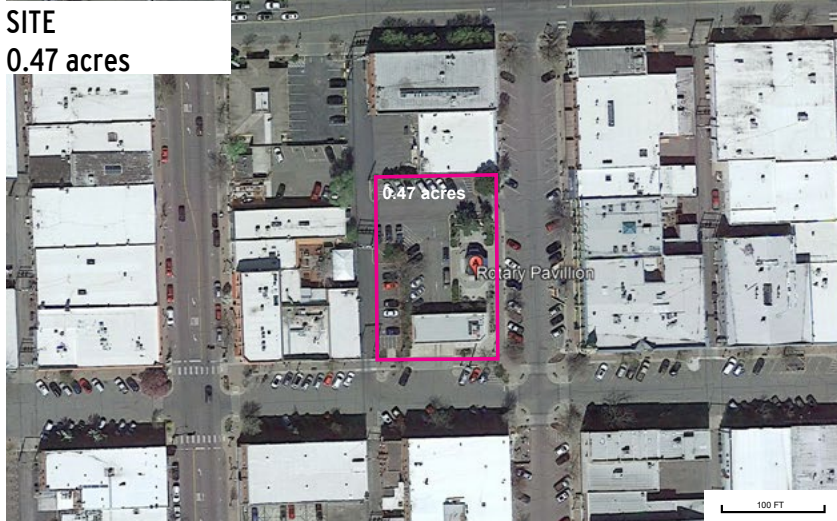
SITE



SITE



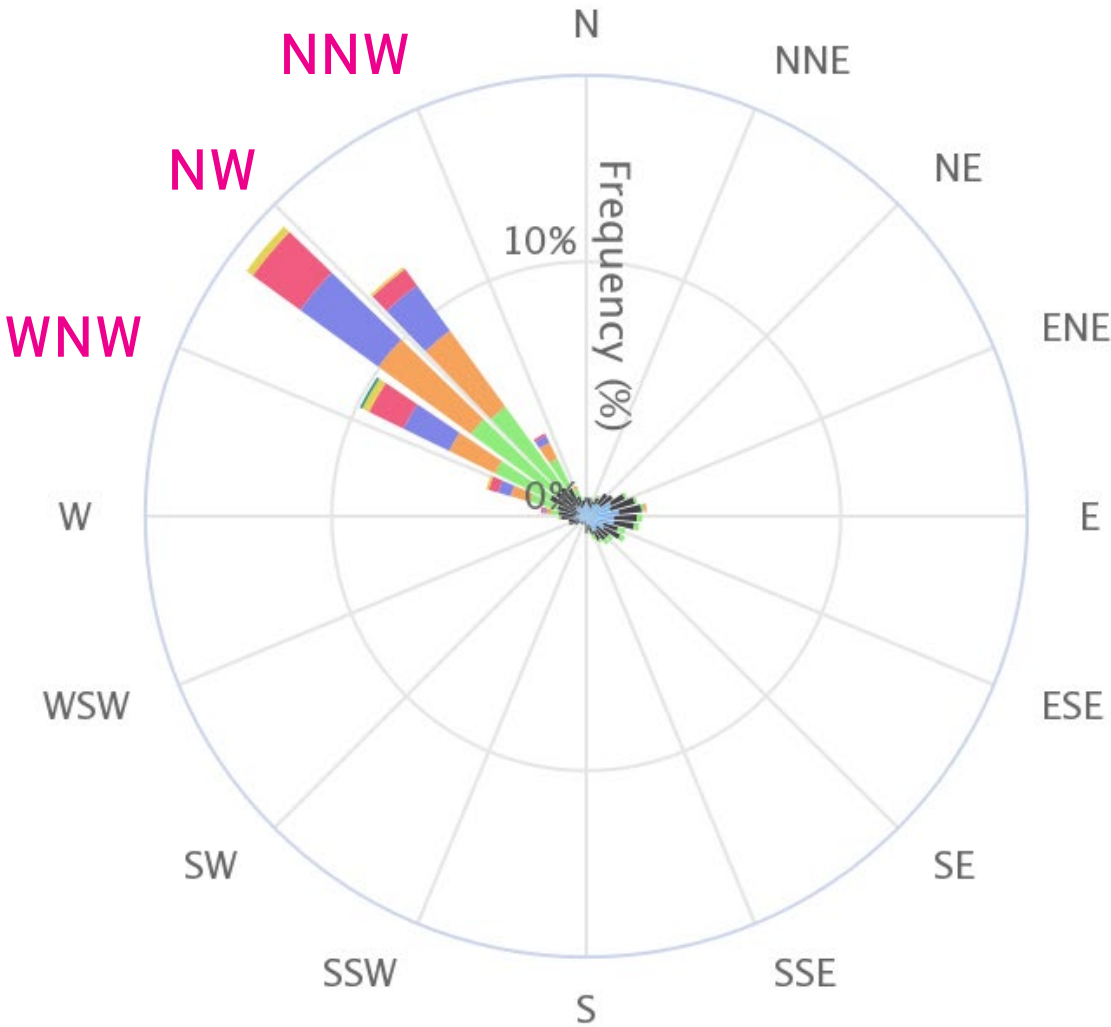
SCALE COMPARISONS



WIND ANALYSIS

ELLENSBURG BOWERS FLD (WA) Wind Rose

Jan. 1, 2021 – Dec. 31, 2021
Sub-Interval: Jan. 1 – Dec. 31, 0 – 23



Wind Speed (mph)

- 1.3 – 5
- 5 – 10
- 10 – 15
- 15 – 20
- 20 – 25
- 25 – 30
- 30 – 35
- 35 – 40
- 40 –

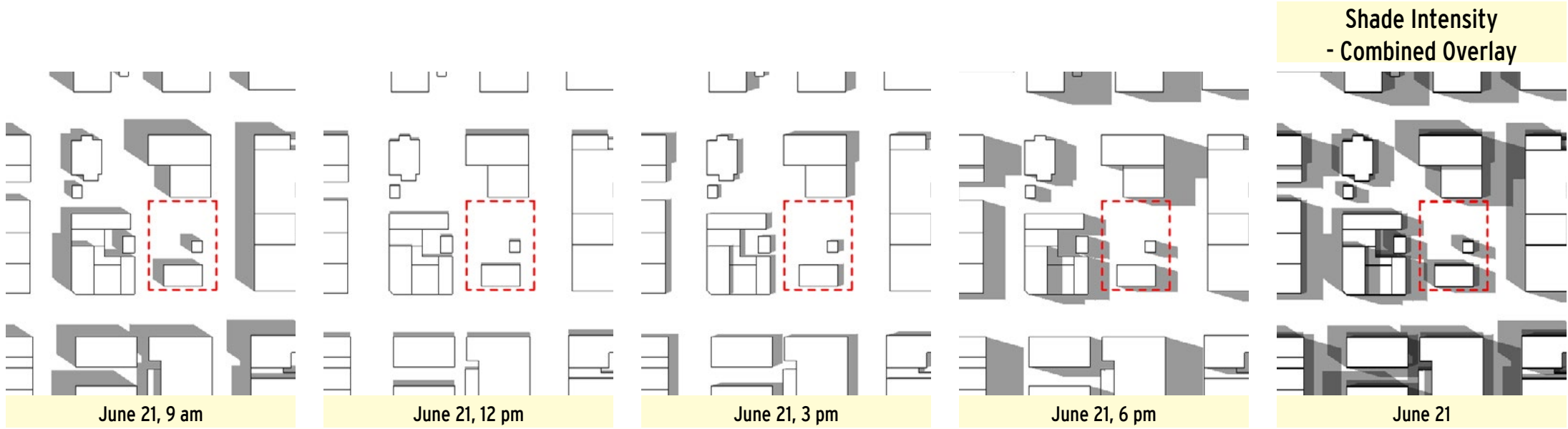
Source:
<https://mrcc.purdue.edu/CLIMATE/Hourly/WindRose.jsp>

CURRENT HOURLY STATION INFORMATION:	CURRENT DAILY STATION INFORMATION:
Station Name: ELLENSBURG BOWERS FLD	Station Name: ELLENSBURG
County: KITTITAS	County: KITTITAS
State: WA	Synchronize State: WA

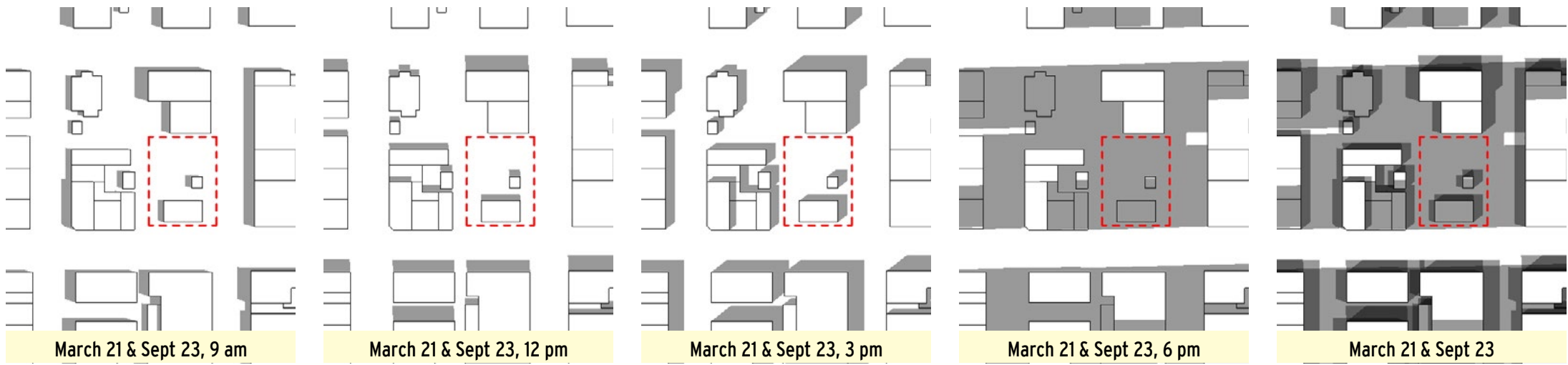
Presented in a circular format, the modern wind rose shows the frequency of winds blowing from particular directions over a specified period. The length of each "spoke" around the circle is related to the frequency that the wind blows from a particular direction per unit time. Each concentric circle represents a different frequency, emanating from zero at the center to increasing frequencies at the outer circles. A wind rose plot may contain additional information, in that each spoke is broken down into color-coded bands that show wind speed ranges.

SUN & SHADE STUDY

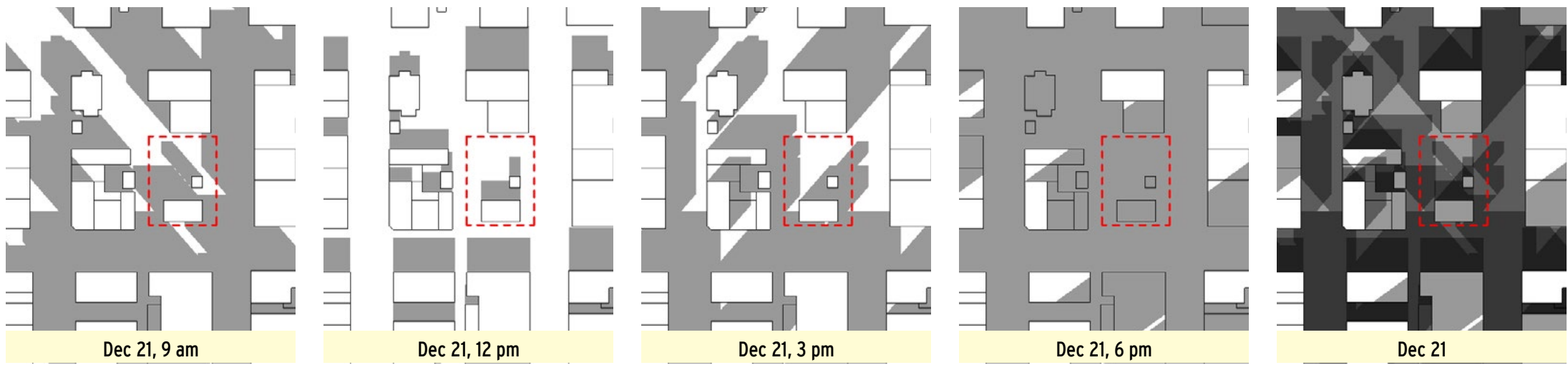
Summer Solstice
June 21



Equinox
March 21 & Sept 23



Winter Solstice
Dec 21



KEY DESIGN PRINCIPLES FOR UNITY PARK

Unity Park will -

Be the central space for Ellensburg's daily gatherings and special events

Feel open, inclusive, and welcoming to residents and visitors alike

Support a flexible range of event types and sizes

Extend the draw of downtown Ellensburg to visitors and across four seasons

Be 'of Ellensburg'

KEY FEATURES FOR UNITY PARK



comfort station
with restrooms, storage, and concierge space



event infrastructure
with permanent stage, event power, lighting, and storage



plaza
with seating and amenities



water feature



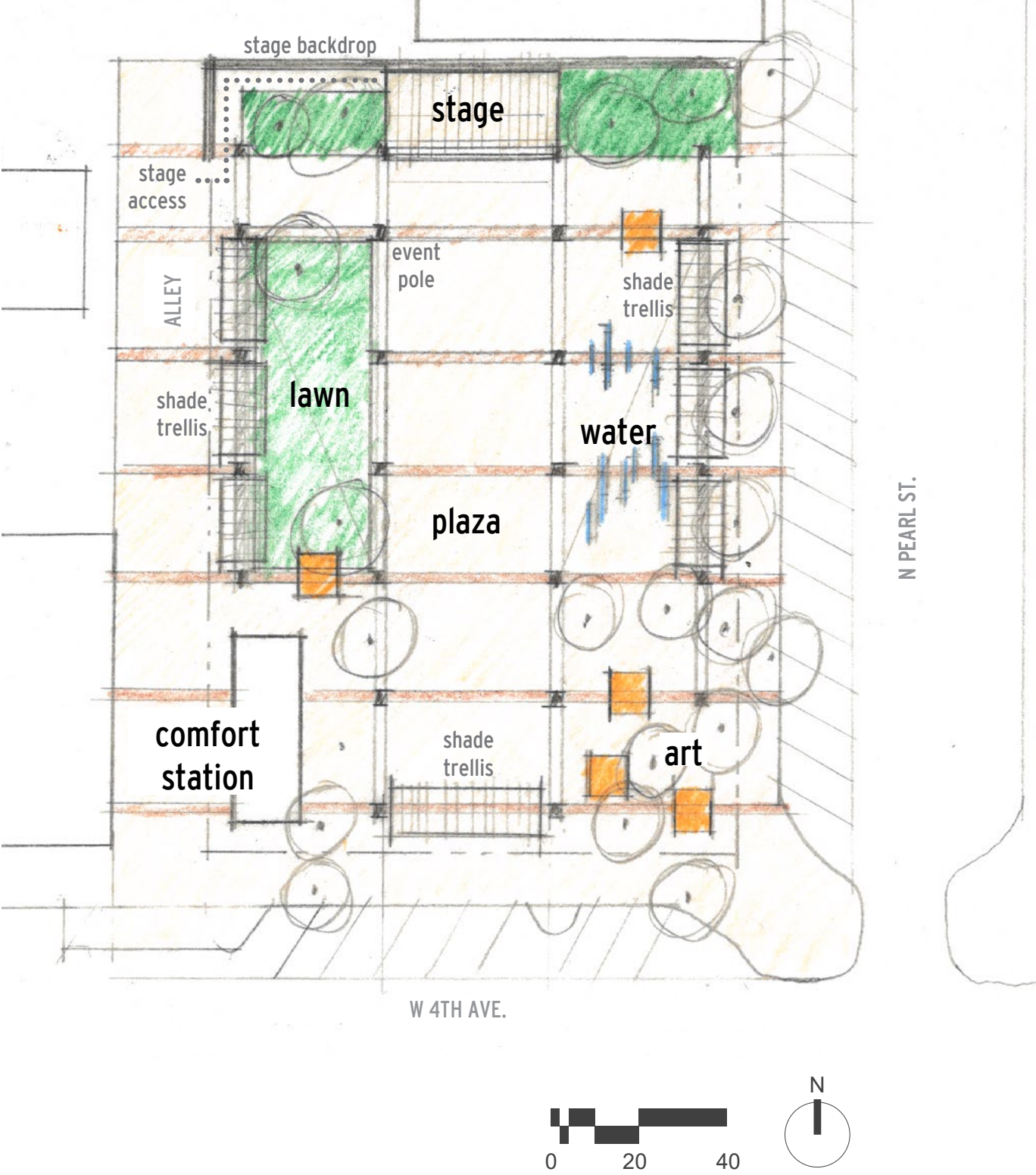
flexible lawn



art

PLAN CONCEPT A

concept plan



key attributes

- orderly arrangement
- stage at center north
- water at east end (further from restroom)
- fixed seating distributed throughout with some movable
- grid of event poles for lighting/shade

key features

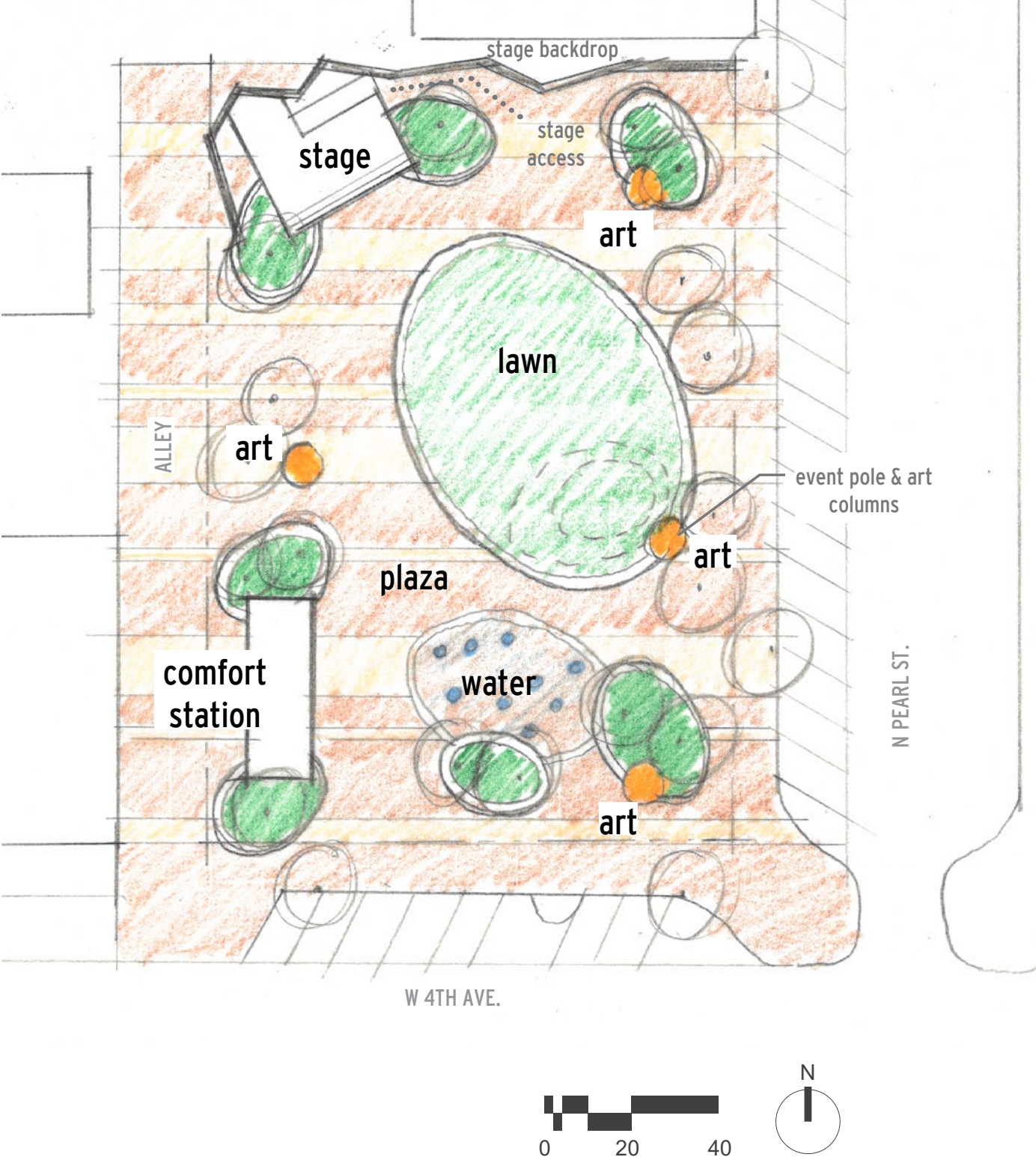


event capacity



PLAN CONCEPT B

concept plan



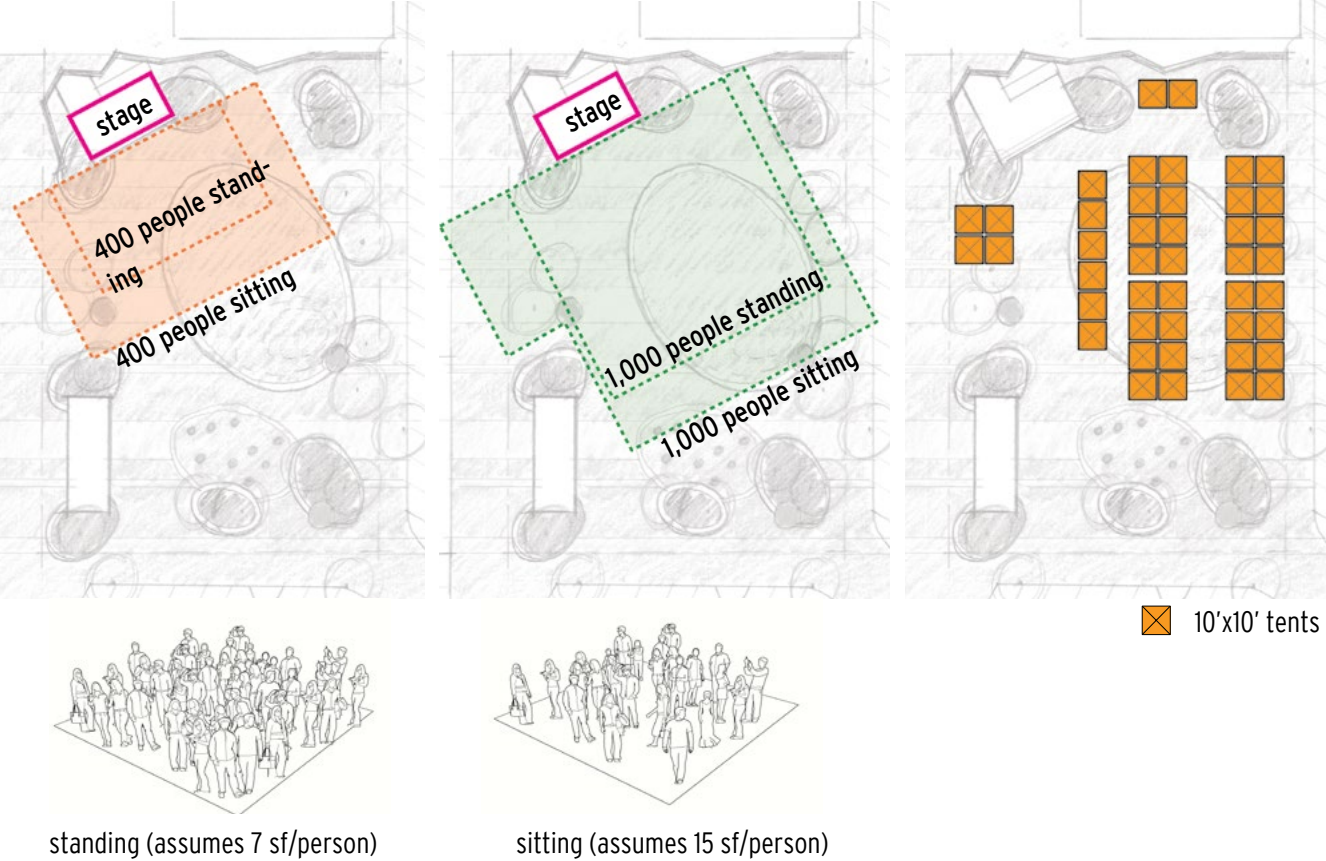
key attributes

- playful arrangement
- stage at northwest
- water at south end (closer to restroom)
- fixed seating at edges with some movable in center
- prominent event poles for lighting/shade/art

key features

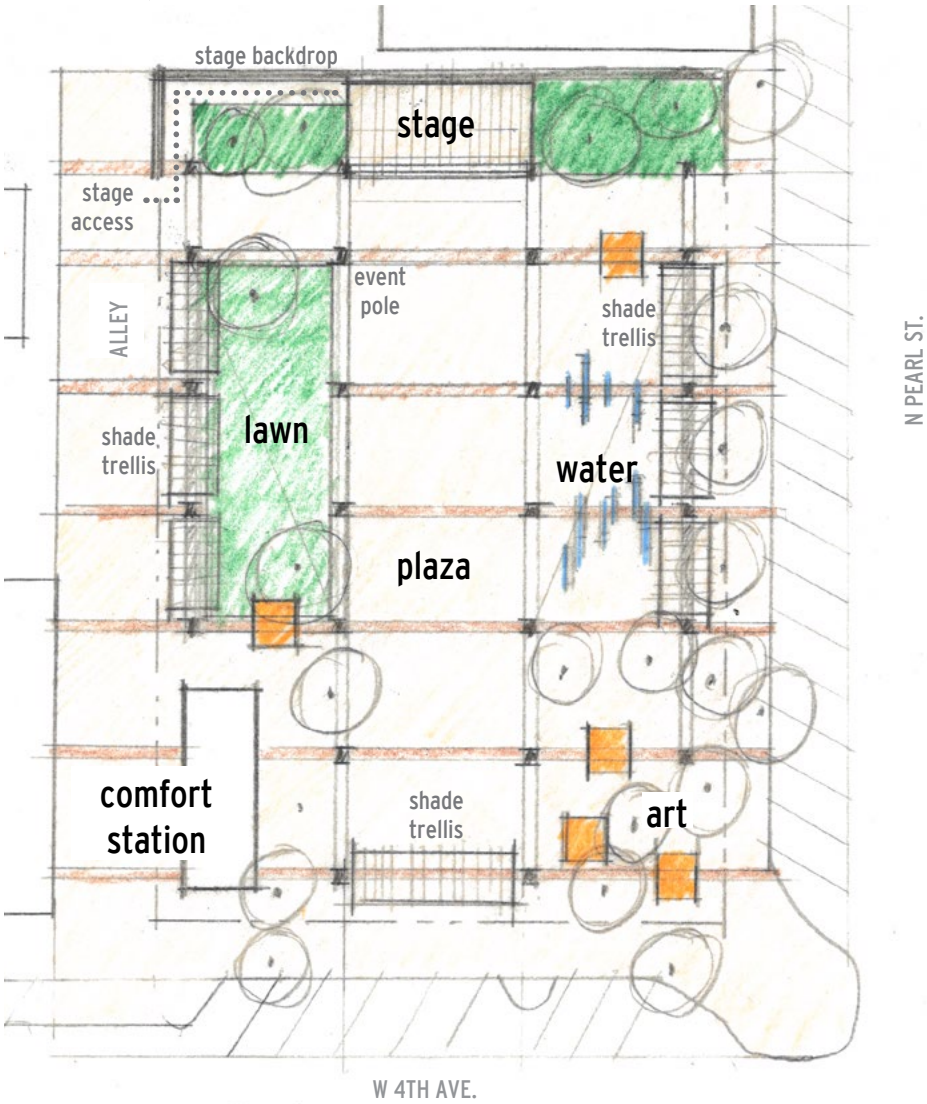


event capacity

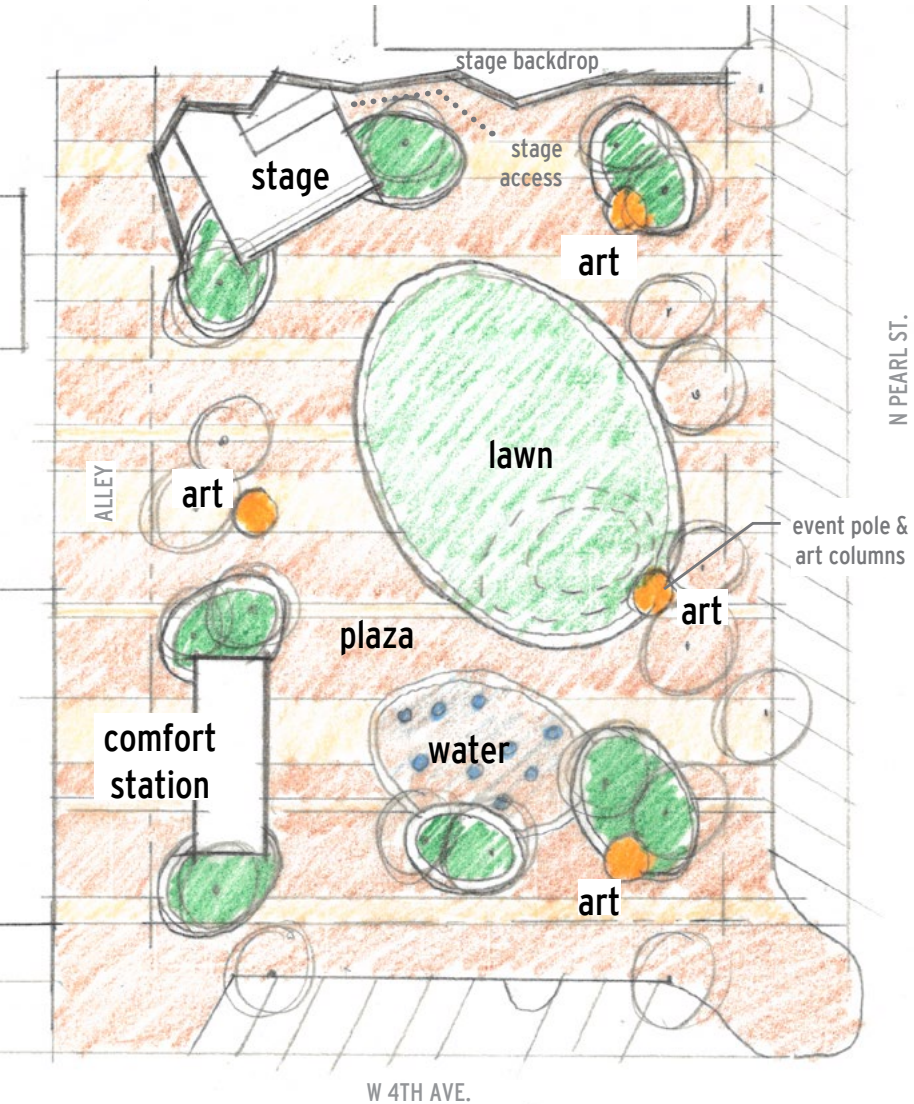


PLAN OPTIONS

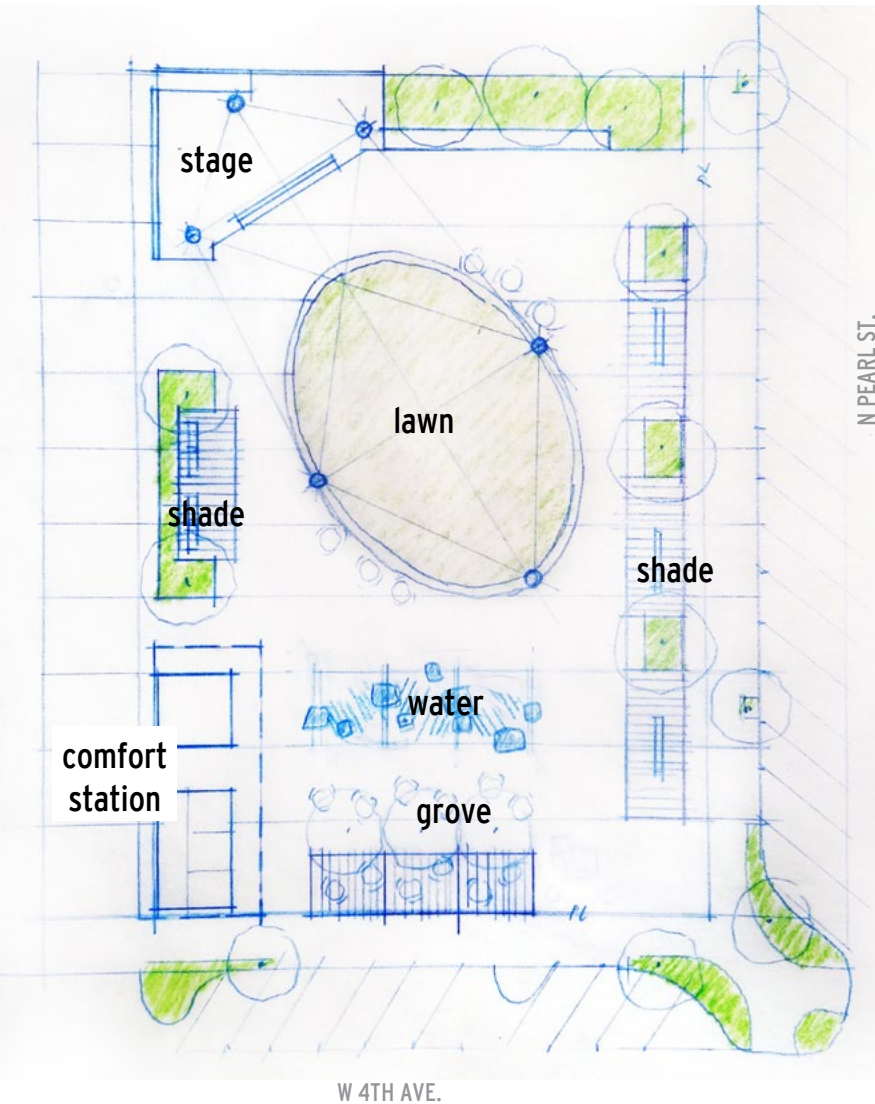
Concept A Sketch



Concept B Sketch



Preferred Concept Sketch



PREFERRED CONCEPT PLAN



- 1 Stage (Permanent)
- 2 Lawn
- 3 Comfort Station
- 4 Water Feature
- 5 Shade Structure (Permanent)
- 6 Picnic Grove
- 7 Lighting / Sound Support

KEY FEATURES



seating: movable



seating: movable



seating: swings



seating: fixed



water: sculptural or whimsical



lawn: natural turf



shade structures: permanent



shade structures: temporary



shade: trees



stage: permanent



lighting: string lights



lighting: lights and event poles



art: permanent



art: temporary



space for winter activities

WATER



topography / patterns



integrated boulders / seating



skim of water over pavement



water wall

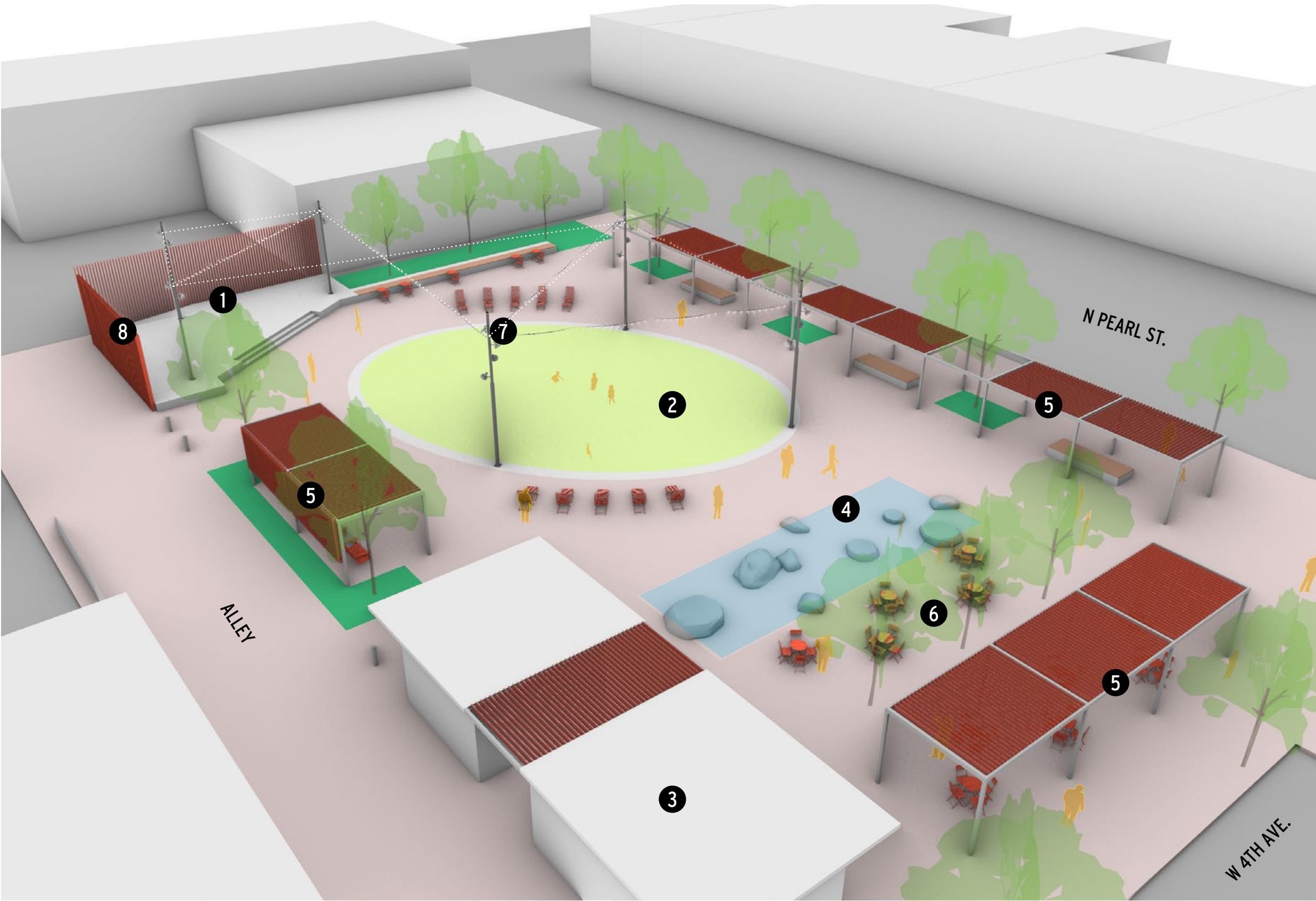


integrated misters



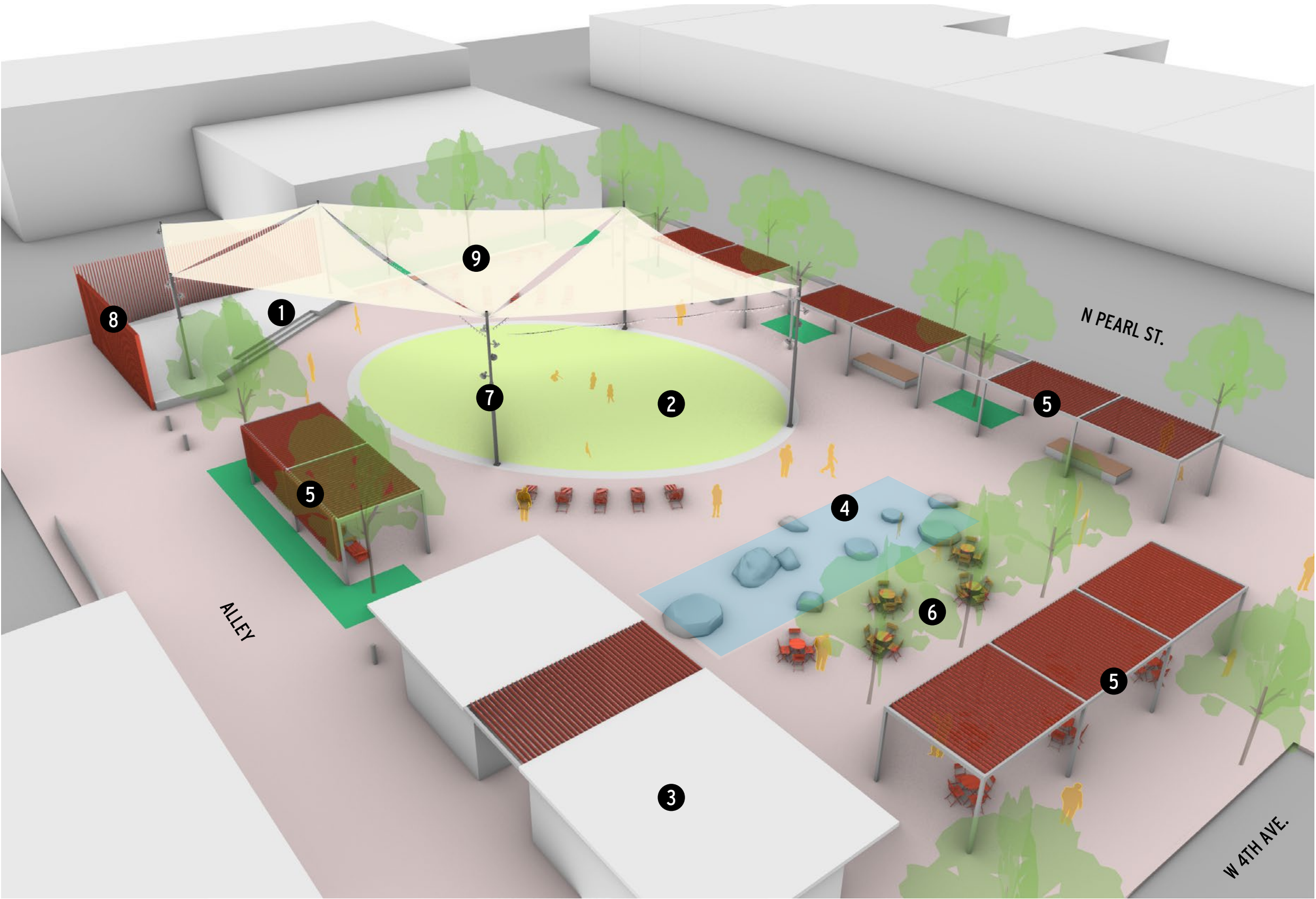
sculptural

BIRDSEYE VIEW LOOKING NE



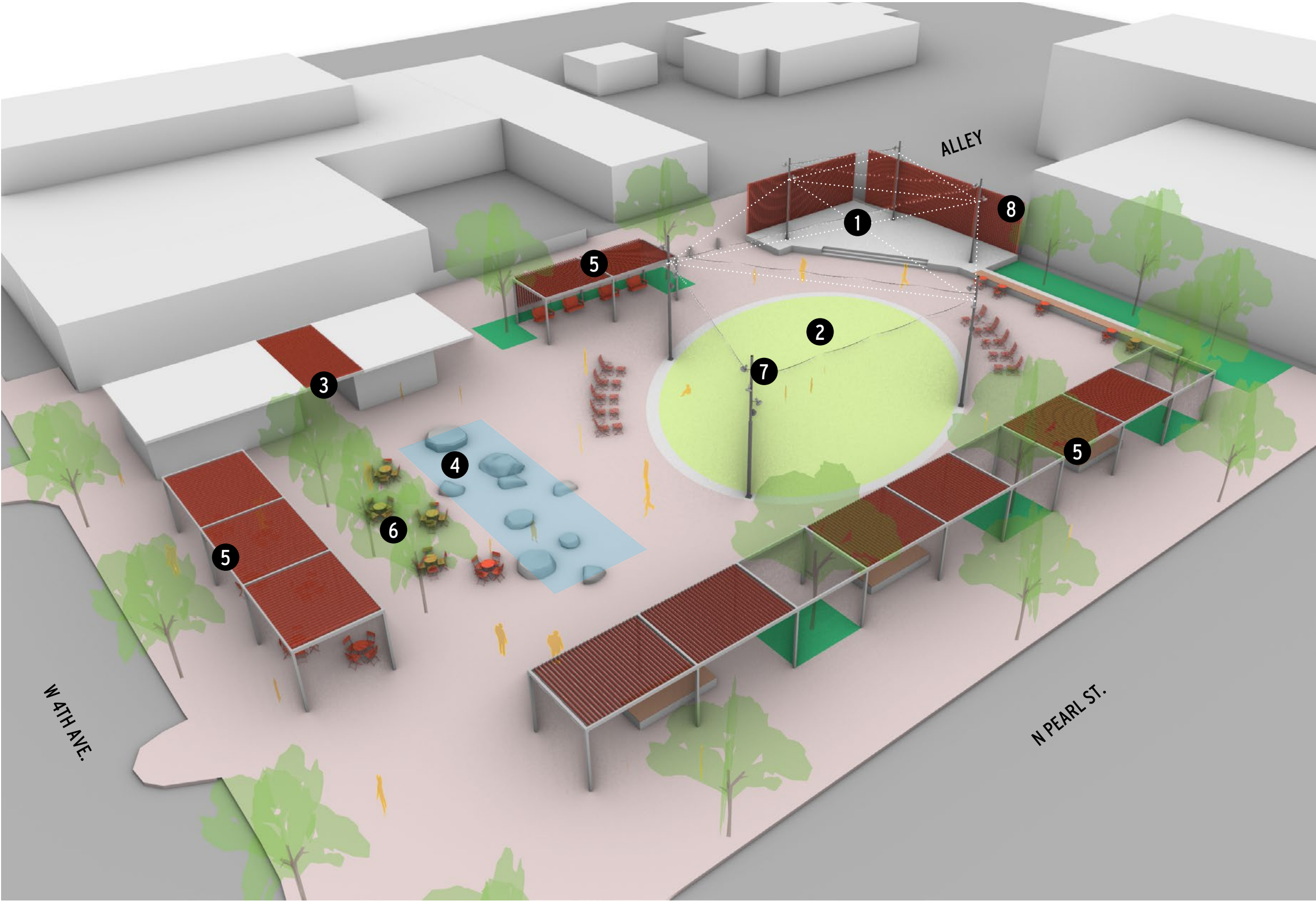
- 1 Stage (permanent)
- 2 Lawn
- 3 Comfort Station
- 4 Water Feature
- 5 Shade Structure (permanent)
- 6 Picnic Grove
- 7 Lighting / Sound Support
- 8 Screen / Wind Block

BIRDSEYE VIEW LOOKING NE



- 1 Stage (permanent)
- 2 Lawn
- 3 Comfort Station
- 4 Water Feature
- 5 Shade Structure (permanent)
- 6 Picnic Grove
- 7 Lighting / Sound Support
- 8 Screen / Wind Block
- 9 Shade Structure (temporary)

BIRDSEYE VIEW LOOKING NW



- 1 Stage (permanent)
- 2 Lawn
- 3 Comfort Station
- 4 Water Feature
- 5 Shade Structure (permanent)
- 6 Picnic Grove
- 7 Lighting / Sound Support
- 8 Screen / Wind Block

LOOKING NORTH INTO PARK FROM 4TH



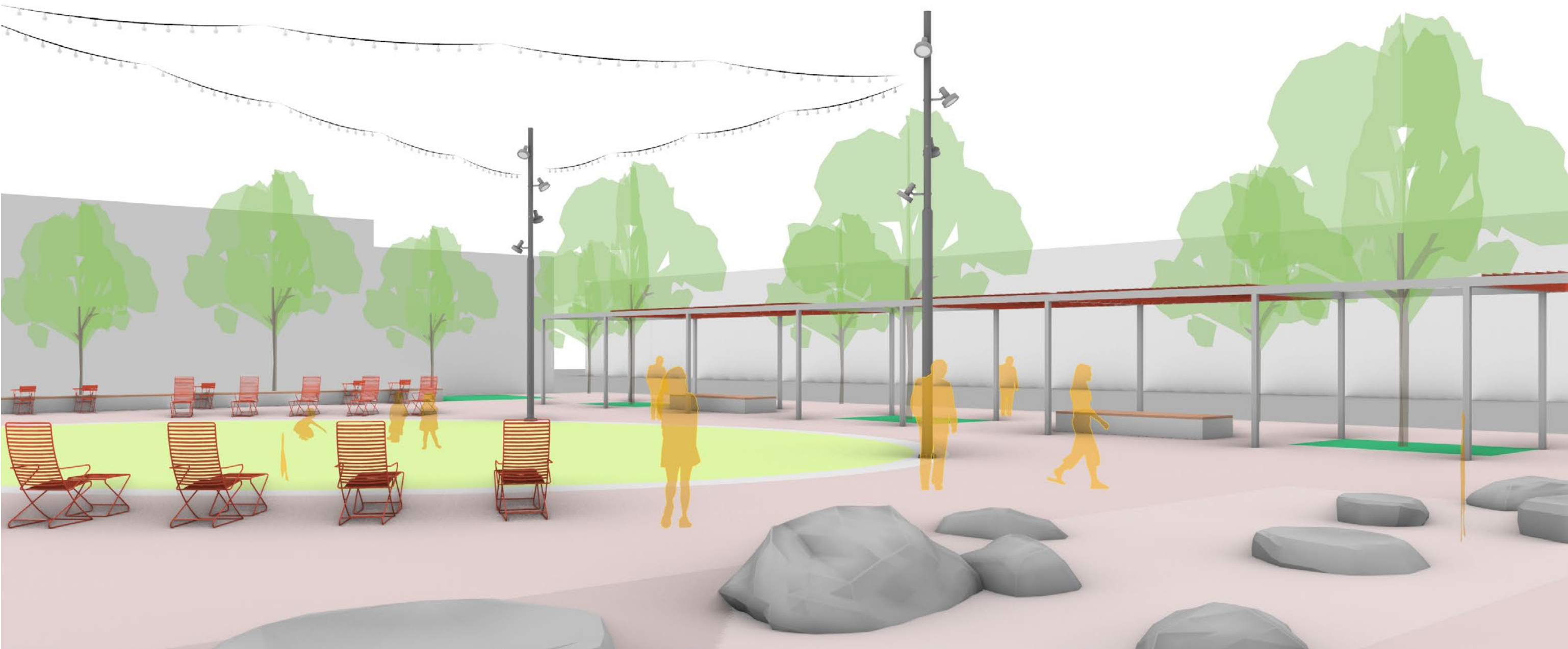
LOOKING NORTH WEST



LOOKING NORTH



LOOKING NORTH EAST



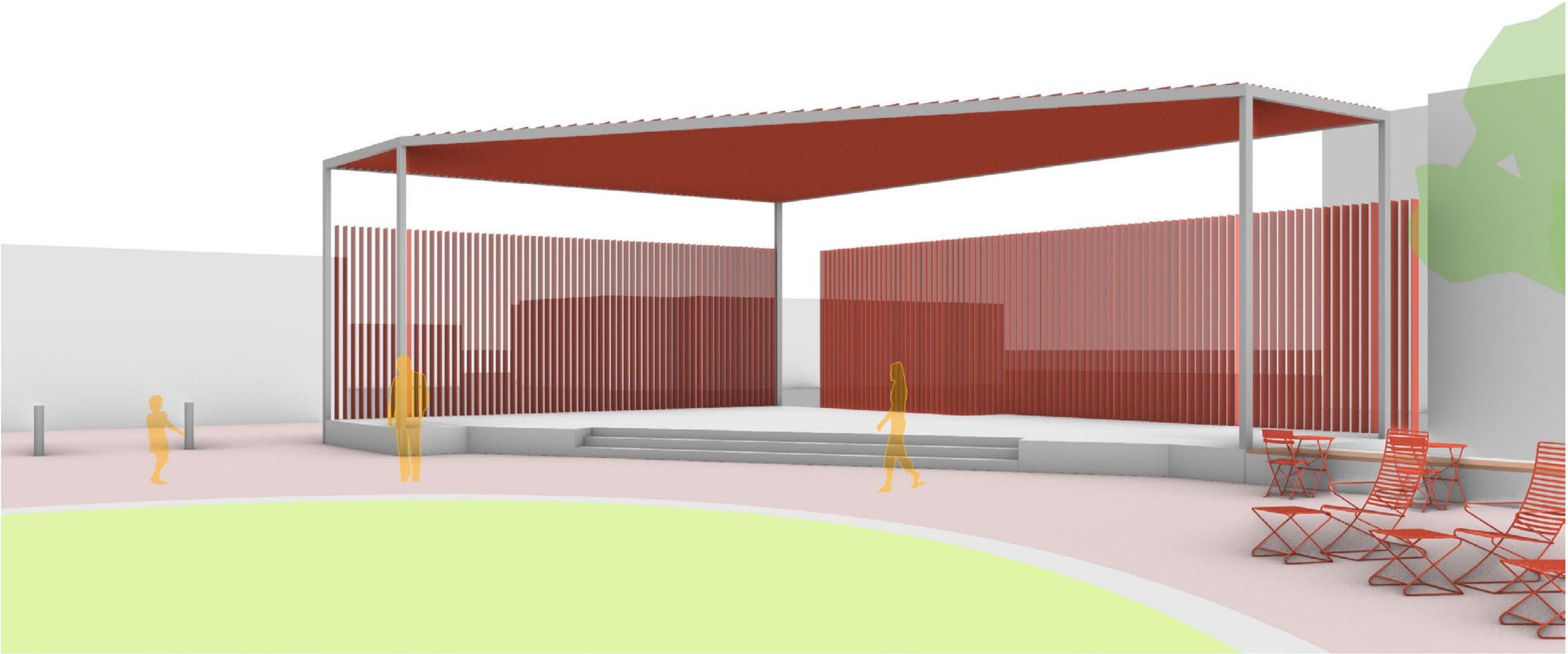
LOOKING WEST



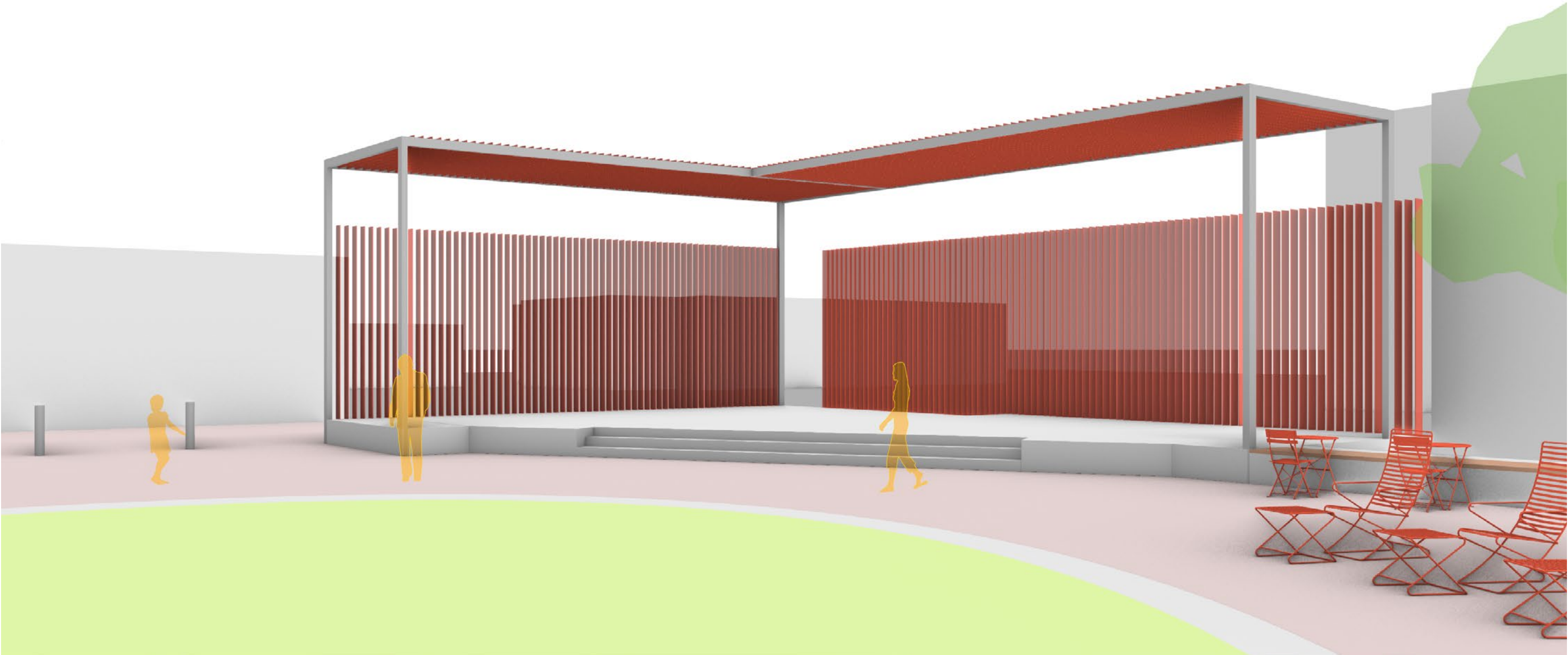
LOOKING SOUTH



STAGE CANOPY - FULL COVER



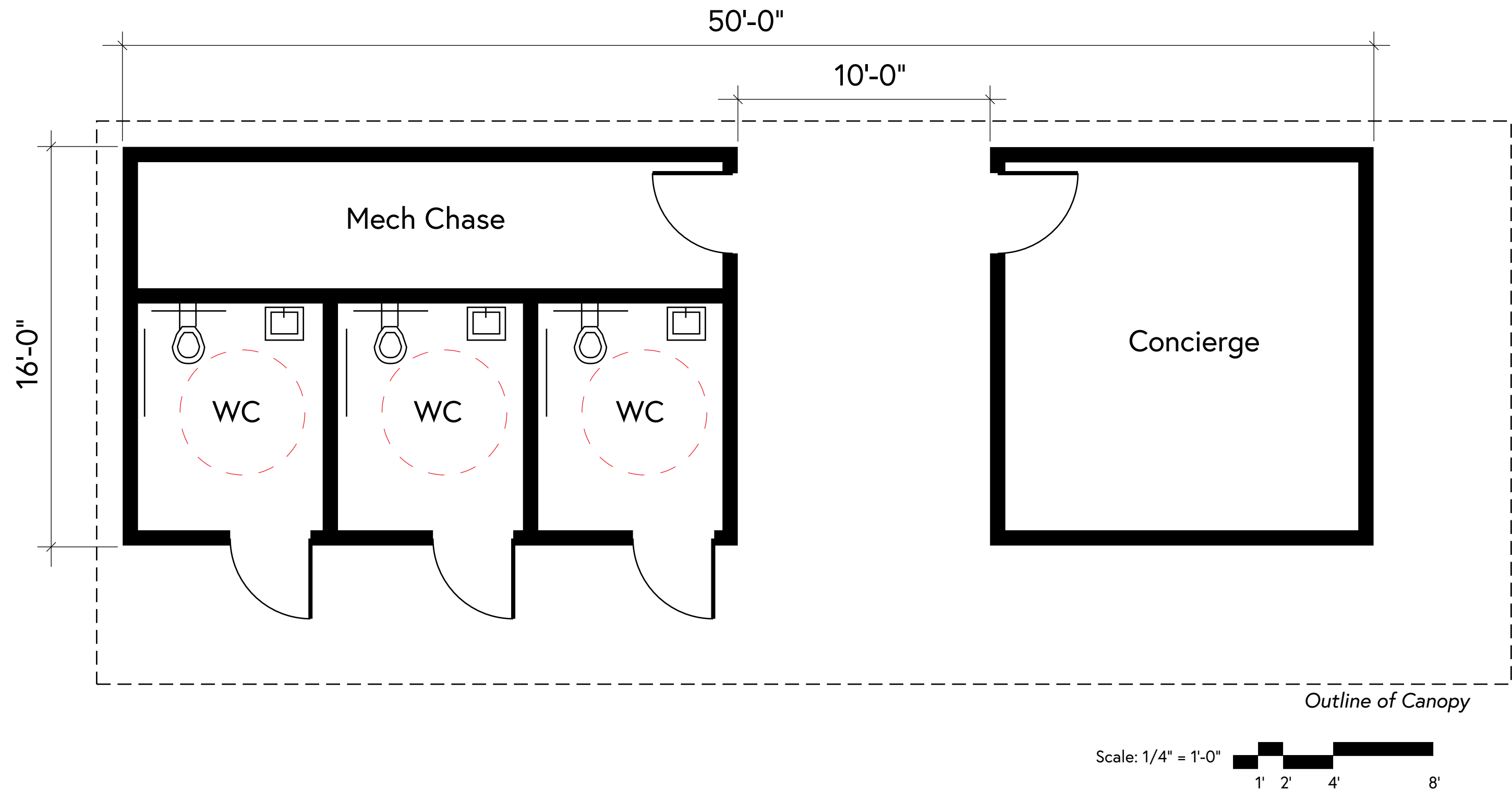
STAGE CANOPY - PARTIAL COVER



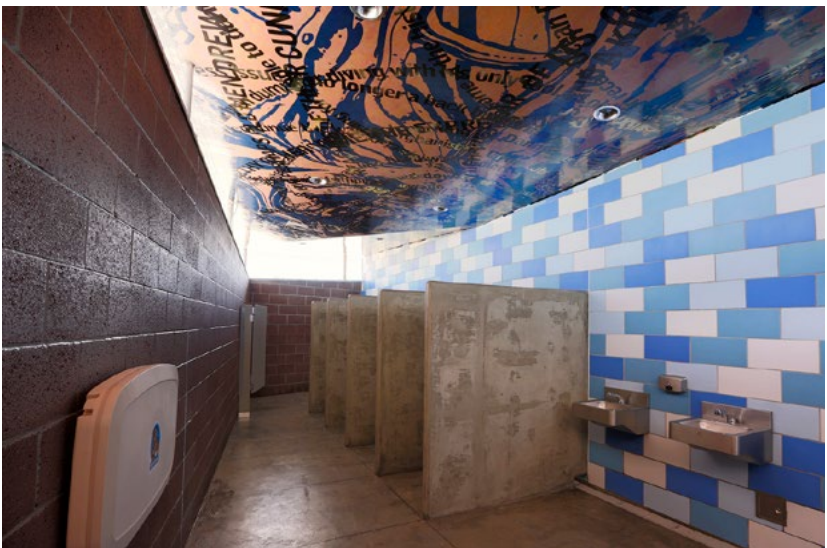
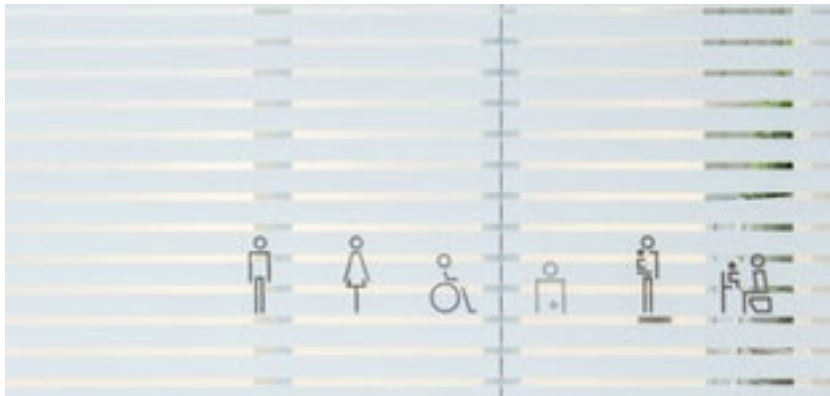
TEMPORARY SHADE CANOPY



COMFORT STATION STUDY



COMFORT STATION MATERIALS



NARRATIVE #1 - MAY 24, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

A. GENERAL

1. **Description** Unity Park will be the primary public gathering and event space for downtown Ellensburg, Washington. The park is intended to serve a range of performances and events throughout the year while also serving daily activities as the downtown ‘living room’. Primary program elements include a new comfort station building (with restrooms, mechanical chase, storage, and concierge space), permanent stage, interactive water feature or splash pad, informal seating, and planting. Site orientation will take into account prevailing sun and wind patterns and potential impact on comfort during events.
2. **Demo** Remove the following existing site elements, from the western edge of alley to the back of curb along N Pearl St. and back of curb along W 4th Ave.

a. Existing brick and concrete building with drive through awning and pillars.

b. Existing paving (concrete, asphalt, brick), concrete stairs, and concrete curbs within the property line.

c. Existing wood pavilion, metal rails, light poles within the property lines.

d. Existing parking and drive aisle signage.

e. Existing concrete barrier block and decommissioned utility poles.

f. Existing utility boxes within the property line.

g. Existing irrigation within the property line.

h. Existing vegetation and trees within the property line.
3. **Remove and retain**

a. Existing benches, trash cans, bike racks, and raised planters.

b. Existing plaques, flag poles, flags, bell, and pump.

c. Existing sculptures (bull and kinetic).

d. Existing boulders and basalt columns.

e. Existing Visitor Center sign.

f. Existing decorative signage/sculptures in the right-of-way curb bulbs.

g. Existing Ellensburg Parks and Rec Rules signage.

h. Existing three headed light pole at the corner of N Pearl St and W 4th Ave.
4. **Preserve and protect**

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

- a. Street trees in the right-of-way.
- b. Utility poles and pedestrian light poles in the right-of-way.
- c. Parking signage in the right-of-way.

B. LANDSCAPE

1. **Paving (on-site)**

a. Assume 13,000 sf of on-site paving

b. Cast in place concrete with architectural finish and scoring.

c. Unit pavers, mortar or bituminous setting bed with sand-swept joints.

d. Assume 70% cast in place concrete and 30% unit pavers
2. **Paving (right-of-way)**

a. Assume pavement replacement along 4th and Pearl frontages; 3,400 sf of right-of-way paving

b. Assume pavement replacement in alley; 3,800 sf

c. Unit pavers, mortar or bituminous setting bed with sand-swept joints per city standards.
3. **Water Feature**

a. In-ground, on-demand, interactive, recirculating splash pad/water feature.

b. Mechanical equipment includes: pump, filters, disinfectant, and controls; Below-grade water storage tank w/ hatch access

c. Assume historical drinking fountain base converted to custom splash pad activator

d. Assume Vortex or Waterplay system.
4. **Stage assume 20’ x 30’ x 18” tall**

a. Cast in place concrete with architectural finish. Stage shall be accessible – Assume both ramp and stair access (along front side of stage).

b. Stage shall be supplied with weatherproof electrical outlets.
5. **Event Poles**

a. Up to (24) steel or wood 16’ tall accent poles; Rigging so that shade sails can be attached to poles and connections to receive catenary lights.

NARRATIVE #1 - MAY 24, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

- b. Up to (6) steel or wood 16’ tall accent poles; Rigging so that canvas stage background can be attached to poles.
- 6. **Lawn:**
 - a. High performance turf lawn with sand-based soil mix; 2,800 sf
 - b. Lawn shall be irrigated.
- 7. **Seat Walls**
 - a. Stepped concrete seat walls. (3) treads 18” wide. (3) risers 12” tall; Assume 115 LF.
- 8. **Seating**
 - a. Custom wood bench/platforms fixed in place; 4’ x 16’ x 18” tall; lpe wood slats on steel frame on cast in place concrete base; Assume 6.
 - b. Moveable tables and chairs. Assume 8 round café tables and 16 movable chairs.
- 9. **Landscape**
 - a. Assume 2,000 sf planting areas (not including lawn).
 - b. All planting areas shall have an average soil depth of 18” imported soil mix at understory and 36” at trees; 3” mulch layer.
 - c. Assume 12 trees at 3” caliper installed on site. Assume 6 trees are of specimen grade.
 - d. Irrigation: Fully automatic system with smart controller and weather sensor. Controller to be located in comfort station mech chase.
- 10. **Site Lighting** Includes pedestrian pole lights and catenary string lights. The lighting design will be dual switched to turn on to 100% for emergency egress code requirement. Each lighting type will be on individual circuit to allow for maximum lighting flexibility. Weatherproof outlets provided throughout design.
 - a. Pedestrian post-top lights
 - b. Catenary lights attached to event poles
- 11. **Event Utilities**
 - a. 200a power supply, NEMA-rated enclosure, lockable; Located near stage.
 - b. Convenience power outlets, assume 6 locations evenly distributed through site.
 - c. Drinking fountain and bottle filler to be either freestanding or located on exterior wall of comfort station.

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

- d. Exterior potable water hydrant, freeze-proof, either freestanding or located on exterior wall of comfort station.
- 12. **Art:**
 - a. Bull Sculpture will be relocated/reset within park design.
- C. **CIVIL**
 - 1. **Site Clearing**
 - a. Erosion control measures shall be installed prior to clearing activities including, but not limited to silt fence, stock pile covering, CB protection, stabilized construction entrance/staging area, and sediment control/treatment. No sediment-laden water shall enter the downstream system.
 - b. Remove existing pavements, structures, and vegetation as required.
 - c. Remove any unsuitable material prior to preparing subgrade.
 - 2. **Earthwork**
 - a. Compact native soil prior to 95% MDD prior to pavement installation.
 - b. All trenches shall be temporary shored for workers’ safety as required by OSHA/WSHA.
 - c. Fill soils shall be installed and compacted in lifts.
 - 3. **Asphalt and Concrete Pavements**
 - a. Sub-grade shall consist of crushed gravel compacted to 95% MDD.
 - b. Asphalt shall be Hot Mix Asphalt, Class ½”
 - c. Concrete shall be 4,000 PSI; no reinforcement is anticipated.
 - 4. **Utilities**
 - a. Sewer pipe shall be PVC SDR 35
 - b. Storm sewer shall be PVC, CPEP or other approved materials.
 - c. Drywells, if required, shall consist of a Type 1 CB routed to a gravel infiltration trench.
 - d. Surface drainage: Assume on-site runoff will be conveyed to trench drains.
 - e. Water shall be DI Class 52.

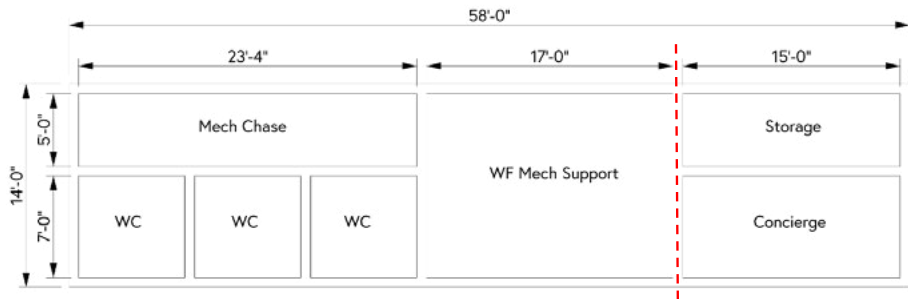
D. ARCHITECTURE

NARRATIVE #1 - MAY 24, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

1. **Description** Intent is to design building or buildings that can scale with program: baseline is comfort station with restroom stalls/mech chase, enhanced adds storage room and mechanical room for water feature, and best adds concierge space. This outline is intended to be reviewed in-support of documentation describing the future site concept or design. The comfort station itself has not yet been conceptualized or designed.
2. **Comfort Station**

a. Architectural Character



- b. Overall Description
- i. Program may be contained in a single standalone building as shown above, or (2) separate buildings as indicated by the dashed red line above.

ii. Approx. 812sf of enclosed space comprised of:

(a) at least (3) family / ADA water closets (WC)

(b) dedicated plumbing chase to support WC program

(c) dedicated water feature (WF) mechanical room to support exterior park water feature(s) (See landscape plan and narrative)

(d) dedicated storage room

(e) concierge space

iii. Stem walls to project 2" above slab with cove base (all wet spaces)

iv. Assume building primary structure and demising walls are concrete masonry units (CMU) clad with a finish material. Exterior CMU walls are waterproofed with fluid applied WRB and insulated with poliso under a full-depth brick veneer wall with masonry coping. Allow for some articulation and modulation in brick shape, orientation, and placement.
- c. Typical Water Closet (WC)

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

- i. Concrete slab on grade w/color body tile, cove base to wall tile. Ceiling mounted electric radiant heat panel

ii. Steel doors with heavy-duty hardware, hinges, and closers

iii. Electric strike, time-controlled latches (link to solar clock or Rainbird timeclock if included in LA narrative)

iv. Assume interior wall finish is floor-to-ceiling height color body tile

v. Stainless steel toilet fixtures w/motion-sensor flush

vi. Stainless steel sinks w/motion-sensor operation

vii. Stainless steel ADA grab bars and toilet accessories (waste receptacles, mirrors, toilet paper dispenser, paper towel dispenser).

viii. Thru-wall stainless steel fixtures: soap dispensers, hand dryer (one in each stall)

ix. Locking hose bibb

x. New sanitary sewer and water supply connections

xi. Exhaust fan

xii. Floor drain
- d. Concierge
- i. Sealed concrete slab on grade

ii. Assume wall finish is painted gypsum wallboard (GWB)

iii. Ceiling will be painted GWB

iv. Metal lockers for staff storage

v. Integrated metal casework for storage and desk/counter space

vi. Assume large operable service window(s) that can be secured when not in use.
- e. Storage
- i. Cast-in-place concrete slab on grade

ii. All walls: epoxy painted CMU

iii. Heavy-duty steel door with deadbolt and storage hardware

iv. Floor drain

v. Floor sink

vi. Retractable hose reel

vii. Heavy-duty wall hooks

NARRATIVE #1 - MAY 24, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

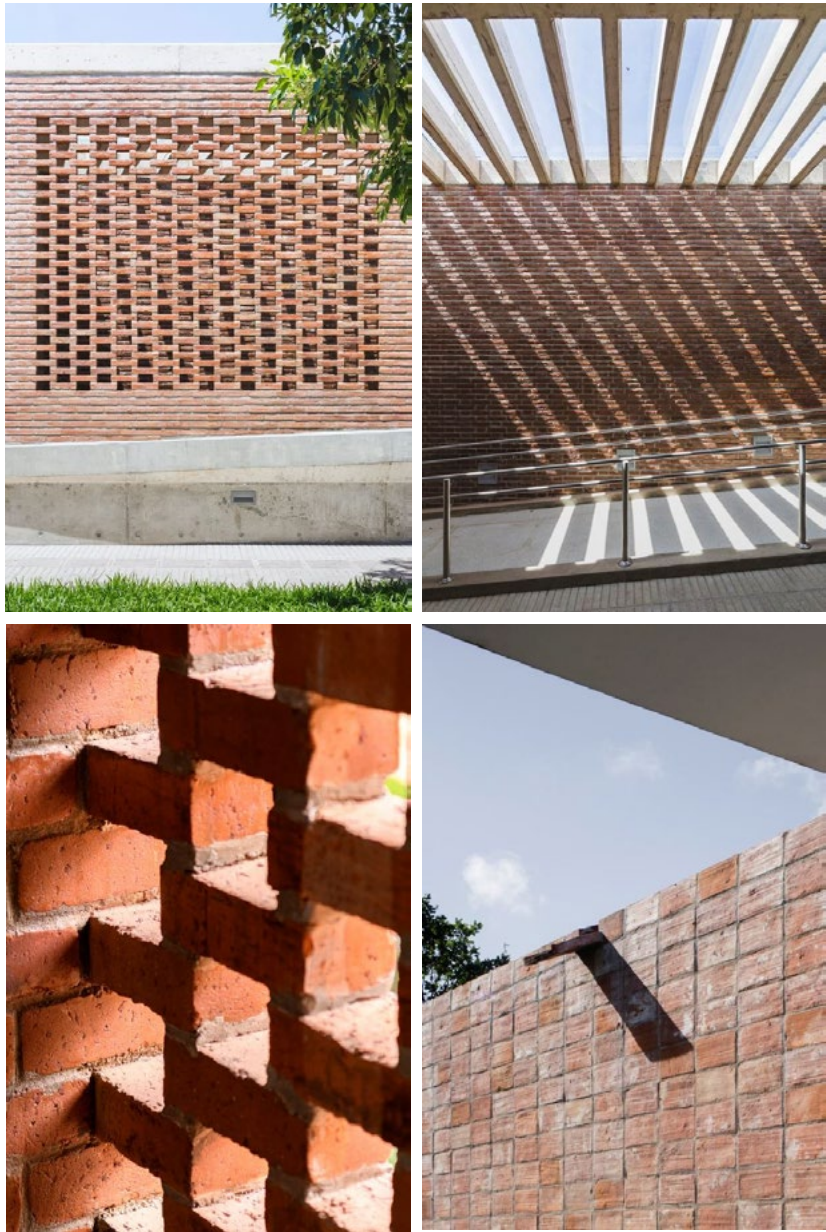
- f. Plumbing Chase
 - i. Walls: epoxy-painted CMU
 - ii. Wall/floor intersection to have 1” diameter cove
 - iii. Concrete slab on grade
 - iv. Wall/floor joint to have 1” diameter cove
 - v. Heavy-duty steel door with deadbolt and storage hardware
 - vi. Floor drains
- g. Water Feature (WF) Support
 - i. Concrete slab on grade
 - ii. Wall/floor intersection to have 1” diameter cove
 - iii. Water tank and pipe connections to exterior park water feature
 - iv. Pipe racking to be stainless steel
 - v. Walls: epoxy-painted CMU
 - vi. Heavy-duty steel door with deadbolt and storage hardware
 - vii. Chemical resistant floor drains
- h. Exterior Features
 - i. Program
 - (a) Assume at least (1) drinking fountain w/refillable water bottle station
 - (b) Integrated wayfinding and signage
 - (c) Exterior sculpture or art mural integrated with the building
 - ii. Building Roof
 - (a) Fully adhered white membrane roof (FM Approved) w/skylights
 - (b) Tapered rigid insulation
 - (c) Stainless steel scuppers
 - (d) Masonry / precast or 5/16” shaped aluminum coping
 - iii. Shade Canopy
 - (a) Covered outdoor area w/security and event lighting, misters, and integrated seating

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

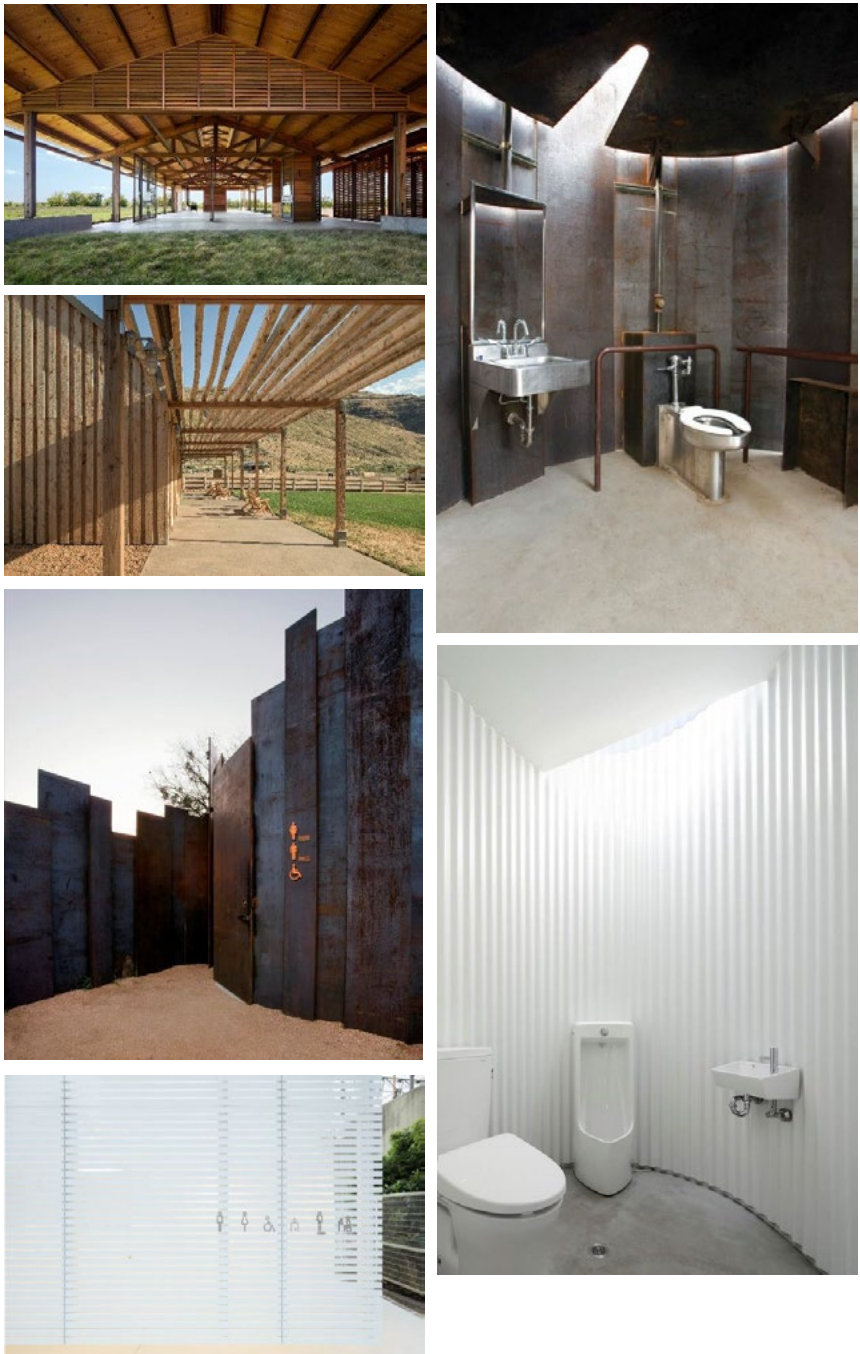
- (b) Steel shade structure with perforated metal skin (consider a high level of fabrication)
 - iv. Cladding
 - (a) Assume first-class specialty, severe weathering, premium clay brick veneer, w/custom bonding in select areas across the façade. Full-size bricks. Mortar joints are to be weather-struck joints.
3. Building Systems
- a. Mechanical / Plumbing / Electrical
 - i. New mechanical and plumbing equipment and piping at Mechanical chase and WF Support
 - ii. Buildings will be heated, and assemblies will meet Washington state energy code.
 - iii. Receptacles in all spaces. GFCI in all wet locations
 - iv. New connections for communications will be provided at the concierge space.
 - v. Wireless access point
 - b. Lighting
 - i. New lighting at all rooms. Vandal resistant at all restroom stalls. Water resistant in WF space and Plumbing Chase.
 - ii. New specialty exterior lighting around building and underneath the outdoor covered area
 - c. Security and Access
 - i. Assume building will have access control and security system.
4. Character Imagery
- Images provided for reference only, describing potential building features and material/character qualities.

NARRATIVE #1 - MAY 24, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN



CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN



NARRATIVE #2 - JULY 22, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

A. GENERAL

1. **Description** Unity Park will be the primary public gathering and event space for downtown Ellensburg, Washington. The park is intended to serve a range of performances and events throughout the year while also serving daily activities as the downtown ‘living room’. Primary program elements include a new comfort station building (with restrooms, mechanical chase, storage, and concierge space), permanent stage, interactive water feature or splash pad, informal seating, and planting. Site orientation will take into account prevailing sun and wind patterns and potential impact on comfort during events.
2. **Demo** Remove the following existing site elements, from the western edge of alley to the back of curb along N Pearl St. and back of curb along W 4th Ave.

a. Existing brick and concrete building with drive through awning and pillars.

b. Existing paving (concrete, asphalt, brick), concrete stairs, and concrete curbs within the property line.

c. Existing paving in ROW including asphalt in alley, and brick and concrete from back of curb to property line.

d. Existing wood pavilion, metal rails, light poles within the property lines.

e. Existing parking and drive aisle signage.

f. Existing concrete barrier block and decommissioned utility poles.

g. Existing utility boxes within the property line.

h. Existing irrigation within the property line.

i. Existing vegetation and trees within the property line.
3. **Remove and retain**

a. Existing benches, trash cans, bike racks, and raised planters.

b. Existing plaques, flag poles, flags, bell, and pump.

c. Existing sculptures (bull and kinetic).

d. Existing boulders and basalt columns.

e. Existing Visitor Center sign.

f. Existing decorative signage/sculptures in the right-of-way curb bulbs.

g. Existing Ellensburg Parks and Rec Rules signage.

h. Existing three headed light pole at the corner of N Pearl St and W 4th Ave.

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

4. Preserve and protect

- a. Street trees in the right-of-way.
- b. Utility poles and pedestrian light poles in the right-of-way.
- c. Parking signage in the right-of-way.

B. LANDSCAPE

1. Paving (on-site)

- a. Assume 13,000 sf of on-site paving
- b. Cast in place concrete with architectural finish and scoring.
- c. Unit pavers, mortar or bituminous setting bed with sand-swept joints.
- d. Assume 70% cast in place concrete and 30% unit pavers

2. Paving (right-of-way)

- a. Assume pavement replacement along 4th and Pearl frontages; 3,400 sf of right-of-way paving
- b. Assume pavement replacement in alley; 3,700 sf
- c. Unit pavers, mortar or bituminous setting bed with sand-swept joints per city standard detail SW-17.
- d. Driveway apron at alley shall be 8” thick concrete over 2” CSBC.

3. Water Feature 16’ x 48’

- a. In-ground, on-demand, interactive, recirculating splash pad/water feature.
- b. Mechanical equipment includes: pump, filters, disinfectant, and controls; Below-grade water storage tank w/ hatch access
- c. Assume historical drinking fountain base converted to custom splash pad activator
- d. Assume Vortex or Waterplay system.
- e. Assume mechanical equipment located in mechanical chase or concierge space.

4. Stage assume 20’ x 30’ x 18” tall

- a. Cast in place concrete with architectural finish. Stage shall be accessible – assume stair access (along front side of stage) and ramp access (along back side of stage).
- b. Stage shall be supplied with weatherproof electrical outlets.

NARRATIVE #2 - JULY 22, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

- c. Back of stage shall have wood slats for wind screen/back drop; Assume 64 LF 10’ tall
- 5. **Lawn:**
 - a. High performance turf lawn with sand-based soil mix; 3,100 sf
 - b. Lawn shall be irrigated.
- 6. **Seat Walls**
 - a. Stepped concrete seat walls. (3) treads 18” wide. (3) risers 12” tall; Assume 24 LF.
 - b. Concrete or wood seat wall. 4’ wide, 18” tall. Assume 48 LF
- 7. **Seating**
 - a. Custom wood bench/platforms fixed in place; 6’ x 18” x 18” tall; lpe wood slats on steel frame on cast in place concrete base; Assume 6.
 - b. Custom wood seat swings affixed to shade structure; 4’ x 18”; lpe wood slats on steel frame; Assume 4. Alternative Landscape Forms hanging chase.
 - c. Moveable tables and chairs. Assume 8 round café tables and 16 movable chairs.
- 8. **Shade Structures**
 - a. Custom trellis shade structure 16’ x 20’ x 12’ tall; steel frame with wood rafters; Assume 5.
- 9. **Landscape**
 - a. Assume 1,400 sf planting areas (not including lawn).
 - b. All planting areas shall have an average soil depth of 18” imported soil mix at understory and 36” at trees; 3” mulch layer.
 - c. Assume 14 trees at 3” caliper installed on site. Assume 6 trees are of specimen grade.
 - d. Irrigation: Fully automatic system with smart controller and weather sensor. Controller to be located in comfort station mech chase.
- 10. **Site Lighting** Includes pedestrian pole lights and catenary string lights. The lighting design will be dual switched to turn on to 100% for emergency egress code requirement. Each lighting type will be on individual circuit to allow for maximum lighting flexibility. Weatherproof outlets provided throughout design.
 - a. Pedestrian post-top lights - Up to (5) Landscape Forms Santa and Cole ARNE single column spiral lights 30’ tall; Rigging so that shade sails can be attached to poles and connections to receive catenary lights.
 - b. Up to (6) Landscape Forms Santa and Cole ARNE single column spiral lights 14’ tall.

3

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

- 11. **Event Utilities**
 - a. 200a power supply, NEMA-rated enclosure, lockable; Located near stage.
 - b. Convenience power outlets, assume 6 locations evenly distributed through site.
 - c. Drinking fountain and bottle filler to be either freestanding or located on exterior wall of comfort station.
 - d. Exterior potable water hydrant, freeze-proof, either freestanding or located on exterior wall of comfort station.
- 12. **Art:**
 - a. Bull Sculpture will be relocated/reset within park design.

C. CIVIL

- 1. **Site Clearing**
 - a. Erosion control measures shall be installed prior to clearing activities including, but not limited to silt fence, stock pile covering, CB protection, stabilized construction entrance/staging area, and sediment control/treatment. No sediment-laden water shall enter the downstream system.
 - b. Remove existing pavements, structures, and vegetation as required.
 - c. Remove any unsuitable material prior to preparing subgrade.
- 2. **Earthwork**
 - a. Compact native soil prior to 95% MDD prior to pavement installation.
 - b. All trenches shall be temporary shored for workers’ safety as required by OSHA/WSHA.
 - c. Fill soils shall be installed and compacted in lifts.
 - d. Utility bedding and backfill material shall be pea gravel.
- 3. **Asphalt and Concrete Pavements**
 - a. Sub-grade shall consist of crushed surfacing top and base courses compacted to 95% MDD.
 - b. Asphalt shall be Hot Mix Asphalt, Class ½”
 - c. Concrete shall be 4,000 PSI; no reinforcement is anticipated.
- 4. **Utilities**
 - a. Sewer pipe shall be PVC SDR 35.

4

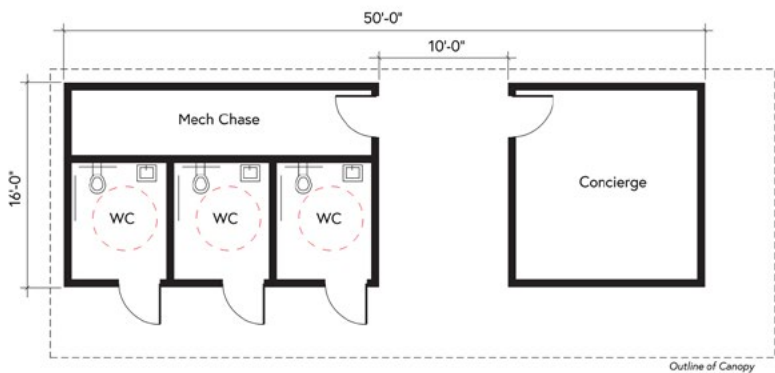
NARRATIVE #2 - JULY 22, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

- b. Footing drains for comfort station shall be perforated PVC pipe surrounded in clean gravel. Connect footing drains to public storm system separate from roof drains.
- c. Storm sewer shall be PVC, CPEP or other approved materials.
- d. Drywells, if required, shall consist of a Type 1 CB routed to a gravel infiltration trench.
- e. Surface drainage: Assume on-site runoff will be conveyed to trench drains.
- f. Water service connections shall be CTS polyethylene pipe 4710, 200 psi, SDR 9.

D. ARCHITECTURE

- 1. **Description** Intent is to design building or buildings that can scale with program: baseline is comfort station with restroom stalls/mech chase, enhanced adds storage room and mechanical room for water feature, and best adds concierge space. This outline is intended to be reviewed in-support of documentation describing the future site concept or design. The comfort station itself has not yet been conceptualized or designed.
- 2. **Comfort Station**
 - a. Architectural Character



- b. Overall Description
 - i. Program is contained in (2) separate building volumes, separated by a breezeway. A uniform canopy connects the volumes.
 - ii. Approx. 800sf of enclosed space comprised of:
 - (a) (3) family / ADA water closets (WC)
 - (b) dedicated plumbing/mech chase to support WC program

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

- (c) covered breezeway
- (d) concierge space
- iii. Stem walls to project 2" above slab with cove base (all wet spaces)
- iv. Assume building primary structure and demising walls are concrete masonry units (CMU) clad with a finish material. Exterior CMU walls are waterproofed with fluid applied WRB and insulated with poliso under a full-depth brick veneer wall with masonry coping. Allow for some articulation and modulation in cladding shape, orientation, and placement.
- c. Typical Water Closet (WC)
 - i. Concrete slab on grade w/color body tile, cove base to wall tile. Ceiling mounted electric radiant heat panel
 - ii. Steel doors with heavy-duty hardware, hinges, and closers
 - iii. Electric strike, time-controlled latches (link to solar clock or Rainbird timeclock if included in LA narrative)
 - iv. Assume interior wall finish is floor-to-ceiling height color body tile
 - v. Stainless steel toilet fixtures w/motion-sensor flush
 - vi. Stainless steel sinks w/motion-sensor operation
 - vii. Stainless steel ADA grab bars and toilet accessories (waste receptacles, mirrors, toilet paper dispenser, paper towel dispenser).
 - viii. Thru-wall stainless steel fixtures: soap dispensers, hand dryer (one in each stall)
 - ix. Locking hose bibb
 - x. New sanitary sewer and water supply connections
 - xi. Exhaust fan
 - xii. Floor drain
- d. Concierge
 - i. Sealed concrete slab on grade
 - ii. Assume wall finish is painted gypsum wallboard (GWB)
 - iii. Ceiling will be painted GWB
 - iv. Metal lockers for staff storage
 - v. Integrated metal casework for storage and desk/counter space
 - vi. Assume large operable service window(s) that can be secured when not in use.

NARRATIVE #2 - JULY 22, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

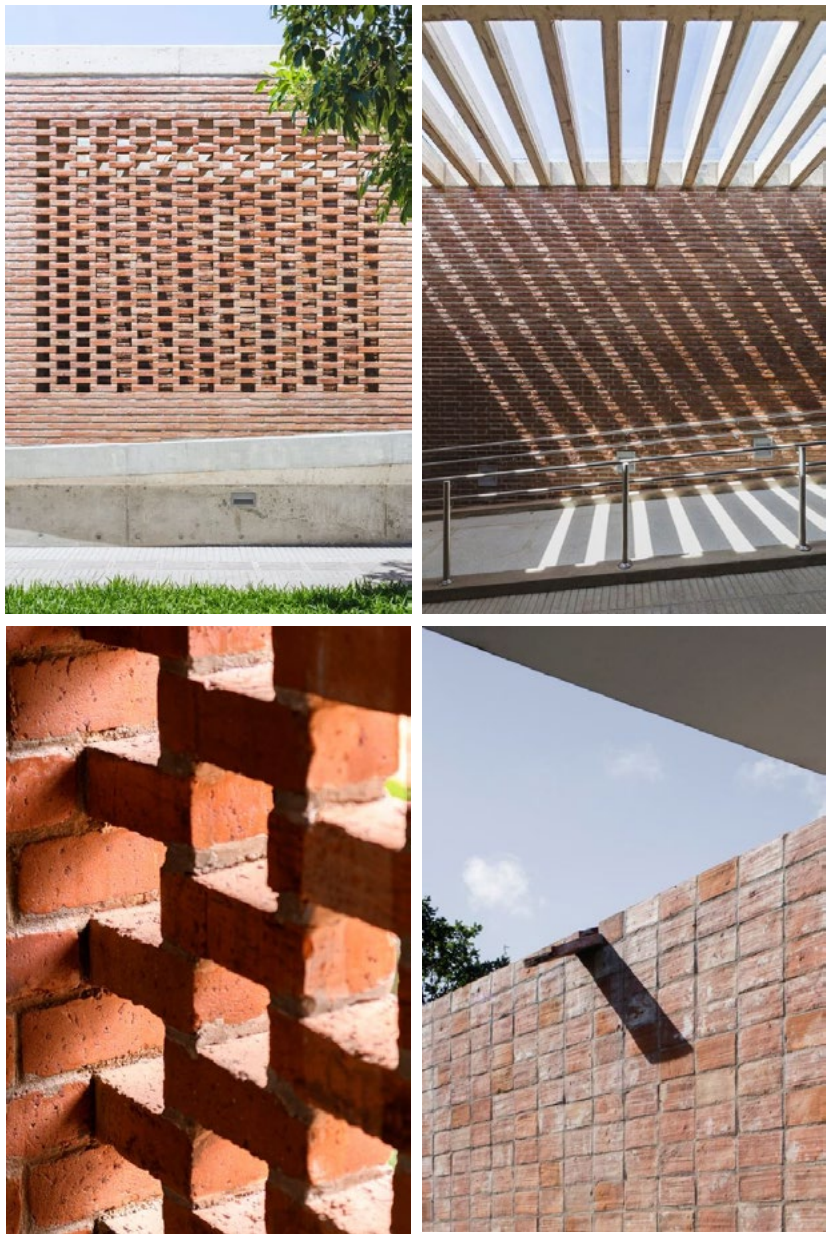
- vii. Provide water connection at concierge space for use by rotating concessionaires.
- e. Plumbing/Mech Chase
 - i. Walls: epoxy-painted CMU
 - ii. Wall/floor intersection to have 1” diameter cove
 - iii. Concrete slab on grade
 - iv. Wall/floor joint to have 1” diameter cove
 - v. Heavy-duty steel door with deadbolt and storage hardware
 - vi. Floor drains
- f. Water Feature (WF) Support
 - i. Concrete slab on grade
 - ii. Wall/floor intersection to have 1” diameter cove
 - iii. Water tank and pipe connections to exterior park water feature
 - iv. Pipe racking to be stainless steel
 - v. Walls: epoxy-painted CMU
 - vi. Heavy-duty steel door with deadbolt and storage hardware
 - vii. Chemical resistant floor drains
- g. Exterior Features
 - i. Program
 - (a) Assume at least (1) drinking fountain w/refillable water bottle station
 - (b) Integrated wayfinding and signage
 - (c) Exterior sculpture or art mural integrated with the building
 - ii. Building Roof
 - (a) Fully adhered white membrane roof (FM Approved) w/skylights
 - (b) Tapered rigid insulation
 - (c) Stainless steel scuppers
 - (d) Masonry / precast or 5/16” shaped aluminum coping
 - iii. Breezeway
 - (a) Integrated art, wayfinding, and interpretive signage
 - (b) Bench seating integrated with the building

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

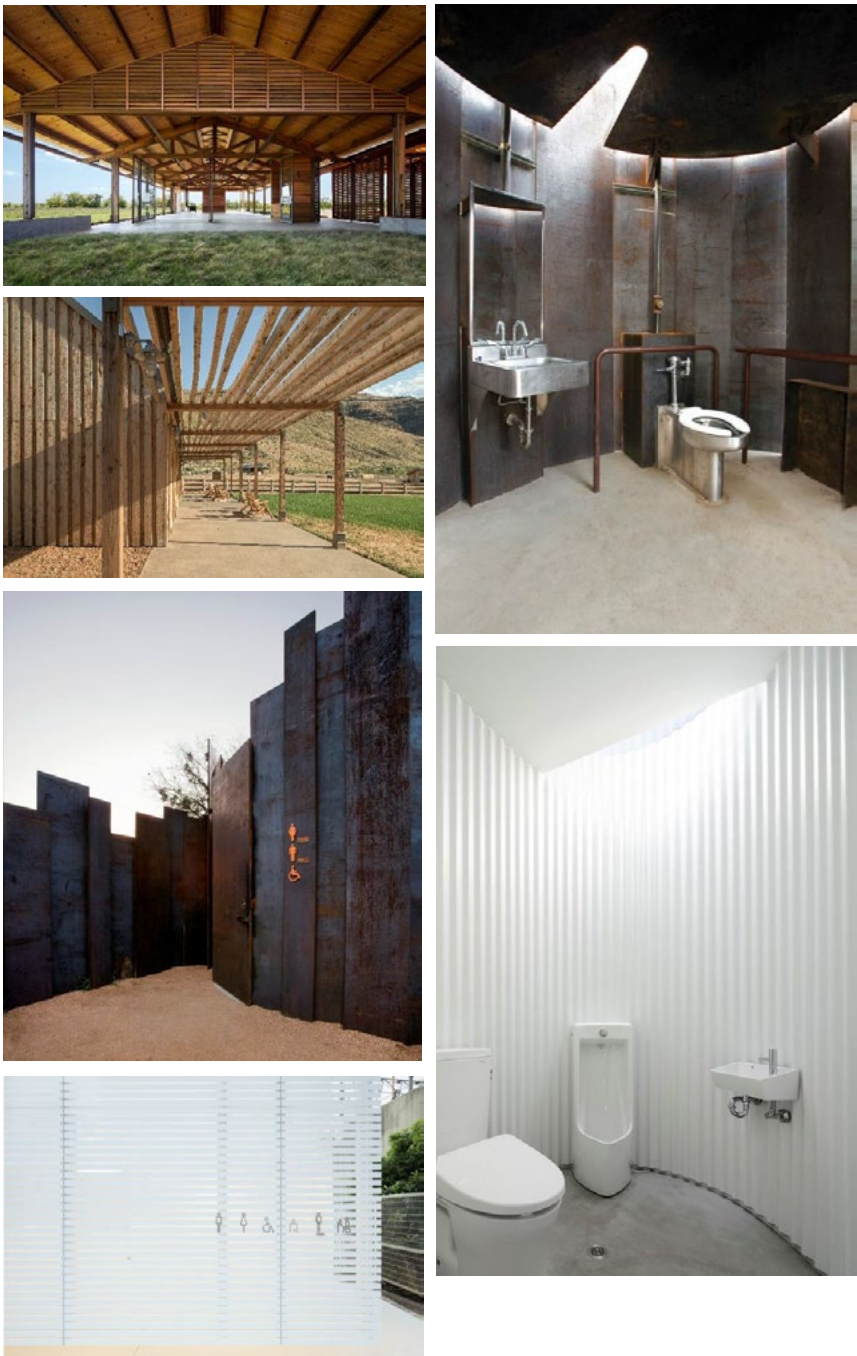
- (c) Assume heavy-duty, sliding gate panels on either side of breezeway, discreet and integrated into the building façade when not in use.
 - iv. Shade Canopy
 - (a) Covered outdoor area w/security and event lighting, misters, and integrated seating
 - (b) Steel shade structure with perforated metal skin (consider a high level of fabrication)
 - v. Cladding
 - (a) Assume first-class specialty, severe weathering, premium clay brick veneer, w/custom bonding in select areas across the façade. Full-size bricks. Mortar joints are to be weather-struck joints.
3. **Building Systems**
- a. Mechanical / Plumbing / Electrical
 - i. New mechanical and plumbing equipment and piping at Plumbing / Mech chase
 - ii. Water connection at concierge space
 - iii. Buildings will be heated, and assemblies will meet Washington state energy code.
 - iv. Receptacles in all spaces. GFCI in all wet locations
 - v. New connections for communications will be provided at the concierge space.
 - vi. Wireless access point
 - b. Lighting
 - i. New lighting at all rooms. Vandal resistant at all restroom stalls. Water resistant in Plumbing Chase.
 - ii. New specialty exterior lighting around building and underneath the outdoor covered area
 - c. Security and Access
 - i. Assume building will have access control and security system.
4. **Character Imagery** Images provided for reference only, describing potential building features and material/character qualities.

NARRATIVE #2 - JULY 22, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

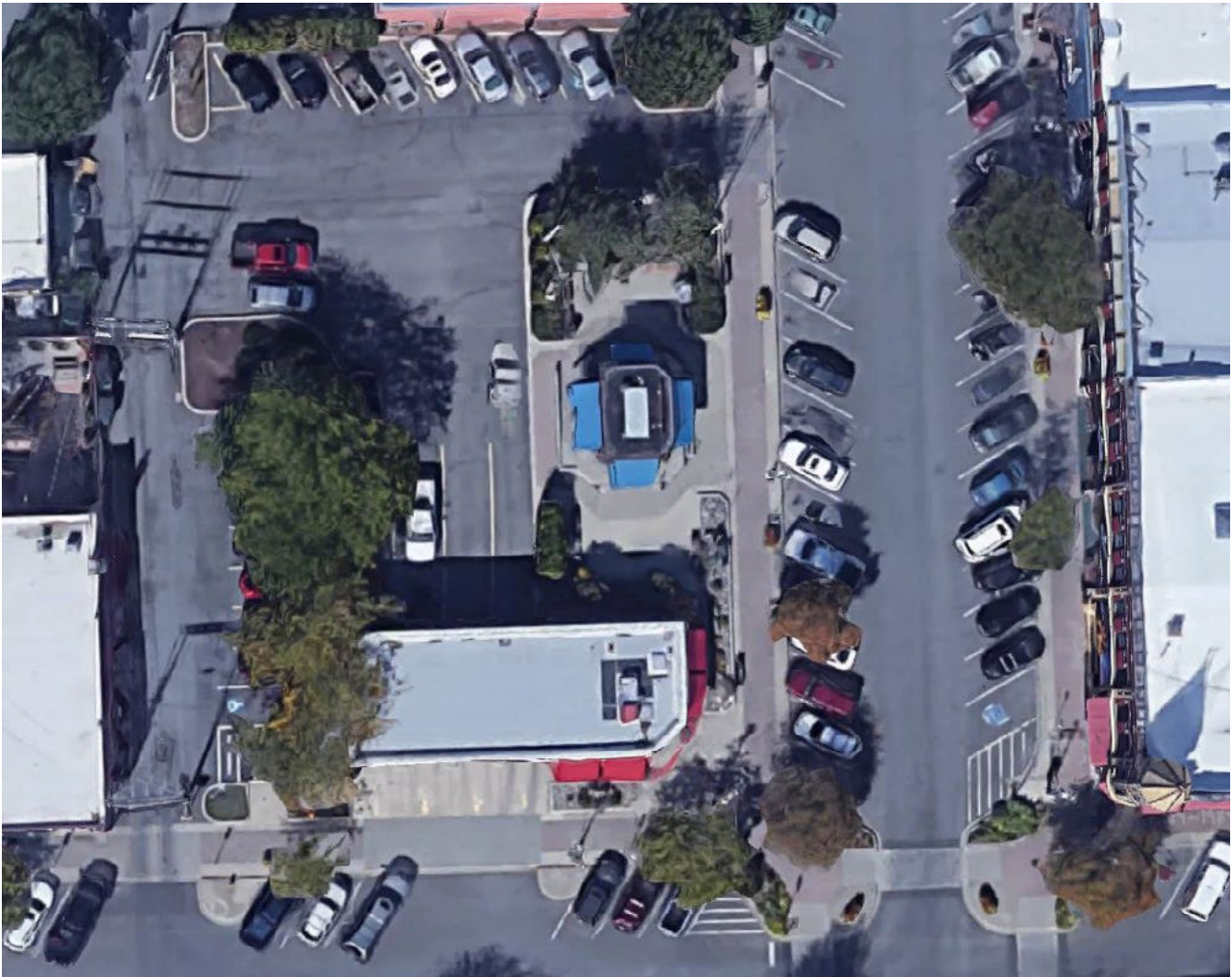


CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN



COST ESTIMATE #1 - JUNE 7, 2022

City of Ellensburg
Rotary Pavilion Park



City of Ellensburg
Rotary Pavilion Park

Prepared for:



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COST ESTIMATE #1 - JUNE 7, 2022

City of Ellensburg
Rotary Pavilion Park

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City of Ellensburg
Rotary Pavilion Park

Overall Summary			
	SF	\$/SF	TOTAL
Concept Design	27,312	100.30	2,739,513
TOTAL SITEWORK			2,739,513

City of Ellensburg
Rotary Pavilion Park

Scope of Work

Project Scope Description

We understand that the project comprises cost planning for the Rotary Pavilion Park located in Ellensburg, WA. The cost study scope of work includes costing the Concept documents. The project is intended to create a community space with year round function. Program elements include new building "comfort station", water feature, performance stage, ped paving, and landscape. ROW work includes repaving of alley and ROW paving areas.

Project Design Documents

The cost report is based on Unity Park Concept Confirmation Phase Narrative dated May 24th, 2022, and Unity Park Program Diagram.

Procurement

It is anticipated that the project will be delivered by the typical low-bid method. It is expected there will be 4 to 5 qualified General Contractors to maintain competitive pricing. If the project is delayed for any reason, cost modifications will be required.

City of Ellensburg
Rotary Pavilion Park

Basis of Estimate

Assumptions and Clarifications

- This estimate is based on the following assumptions and clarifications:
- 1 Hazardous materials abatement is NOT included.
 - 2 The majority of work will be performed during typical daytime hours.
 - 3 Project location will be made unoccupied during construction.
 - 4 Excludes jurisdiction fees and Owner's contingency.
 - 5 Sales Tax is NOT shown and is assumed to be included in Owner's Project Cost Estimate.

City of Ellensburg
Rotary Pavilion Park

Concept Design					
		%	\$/SF	TOTAL	
		Gross Area:	27,312 SF		
G10	Site Preparation	9%	9.10	248,619	
G20	Site Improvements	50%	50.51	1,379,450	
G30	Site Mechanical Utilities	4%	3.68	100,500	
G40	Site Electrical Utilities	5%	5.19	141,800	
G	Building Sitework	68%	68.48	1,870,369	
SITE ELEMENTAL COST BEFORE CONTINGENCIES		68%	68.48	1,870,369	
Contingency		15.00%	10%	0.00	280,555
SITE ELEMENTAL COST INCLUDING CONTINGENCIES		79%	78.75	2,150,924	
General Conditions		6.50%	5%	5.12	139,810
General Requirements		7.00%	6%	5.87	160,351
Office Overhead & Profit		5.50%	5%	4.94	134,810
Bonds and Insurance		1.50%	1%	1.42	38,788
Permit					By Owner
SITE CONSTRUCTION COST BEFORE ESCALATION		96%	96.10	2,624,684	
Escalation to Start Date (Q1 2023)		4.38%	4%	4.20	114,830
RECOMMENDED BUDGET		100%	100.30	2,739,513	

COST ESTIMATE #1 - JUNE 7, 2022

DCW Cost Management

Concept Cost Plan June 7, 2022 8

City of Ellensburg
Rotary Pavilion Park

Concept Design				
	Quantity	Unit	Rate	Total
Control Quantities				
Program Areas	27,312	SF		
ROW	7,200	SF		
Asphalt - alley	3,800	SF		
Concrete - sidewalk	3,400	SF		
Pedestrian paving	13,000	SF		
Concrete	9,100	SF		
Unit pavers	3,900	SF		
Site Development	2,312	SF		
Water feature	1,500	SF		
Comfort Station - Building	812	SF		
Landscape	4,800	SF		
Planting area	2,000	SF		
Lawn	2,800	SF		
G10 Site Preparation	27,312	SF	9.10	248,619
G1010 Site Clearing				
SPCC Plan	1	EA	2,500.00	2,500
Construction fence	550	LF	12.00	6,600
Street cleaning	6	MO	1,500.00	9,000
Temporary toilets	6	MO	900.00	5,400
Construction entrance	1	EA	3,500.00	3,500
Traffic control - part time	6	MO	1,200.00	7,200
Erosion control	27,312	SF	0.17	4,643
Tree protection	1	LS	4,000.00	4,000
Utility protection	1	LS	7,500.00	7,500
Construction survey, incl. layout	1	LS	15,000.00	15,000
G1020 Site Demolition and Relocations				
Demo - bank building	885	SF	15.00	13,275
Demo - canopy, drive-through	1,330	SF	12.50	16,625
Demo - concrete, incl. subgrade materials	5,695	SF	2.25	12,814
Demo - asphalt, incl. subgrade materials	11,840	SF	2.00	23,680
Demo - curb	170	LF	9.00	1,530
Demo - existing vegetation	3,855	SF	0.75	2,891
Demo - tree	11	EA	950.00	10,450
Demo - utilities	1	LS	15,000.00	15,000
Demo - misc. site features	1	LS	7,500.00	7,500

DCW Cost Management

Concept Cost Plan June 7, 2022 9

City of Ellensburg
Rotary Pavilion Park

Concept Design				
	Quantity	Unit	Rate	Total
Salvage - bull sculpture	1	EA	2,750.00	2,750
Salvage - site features	1	LS	6,500.00	6,500
Salvage - signage	1	LS	5,000.00	5,000
G1030 Site Earthwork				
Site cut - 1' depth	1,012	CY	18.00	18,208
Haul and dispose	809	CY	20.00	16,185
Fill - stockpile, assume 20%	202	CY	12.00	2,428
Grading and contouring	20,112	SF	0.35	7,039
Base aggregates	389	CY	55.00	21,401
G1040 Hazardous Waste Remediation				
No work anticipated				NIC
G20 Site Improvements	27,312	SF	50.51	1,379,450
G2010 Roadways				
Asphalt grind and overlay - alley	3,800	SF	2.85	10,830
Concrete - ROW	3,400	SF	10.50	35,700
G2020 Parking Lots				
No work anticipated				NIC
G2030 Pedestrian Paving				
Concrete	9,100	SF	12.50	113,750
Unit pavers	3,900	SF	18.50	72,150
G2040 Site Development				
Event Poles - shade structure				
Canopy - by owner				NIC
Pole - 16' ht., incl. footing	24	EA	1,350.00	32,400
Site walls and furnishings				
Seat wall	115	LF	250.00	28,750
Backdrop screen	140	LF	110.00	15,400
Wood bench - 4' x 16' x 18" ht., custom	6	EA	4,500.00	27,000
Café tables and chairs	8	EA	1,850.00	14,800

COST ESTIMATE #1 - JUNE 7, 2022

DCW Cost Management

Concept Cost Plan June 7, 2022 10

City of Ellensburg
Rotary Pavilion Park

Concept Design				
	Quantity	Unit	Rate	Total
Stage (20' x 30' x 18" ht.)	645	SF		
Foundations - raised	645	SF	35.00	22,575
Access stairs and railing	1	LS	5,000.00	5,000
Access ramp and railing	415	SF	25.00	10,375
Electrical				
Power distribution - see electrical				<i>incl. below</i>
Receptacles - WP	5	EA	650.00	3,250
Event storage structure	290	SF	115.00	33,350
Comfort station	812	SF		
Foundations				
Stem wall	143	LF	60.00	8,580
Continuous ftg.	25	CY	650.00	16,467
SOG	812	SF	14.25	11,571
Footing drain	143	LF	30.00	4,290
Superstructure				
Exterior walls - CMU	1,539	SF	62.50	96,188
Roof structure - 8lb/SF	3.25	TN	8,750.00	28,420
Roof deck	812	SF	8.50	6,902
Exterior enclosure - CMU				
Cladding - brick veneer	1,439	SF	48.00	69,072
Door - HM, single	6	EA	2,500.00	15,000
Door - HM, double	1	EA	4,375.00	4,375
Glazing - operable	100	SF	98.00	9,800
Wayfinding/mural - allow	1	LS	10,000.00	10,000
Roofing				
TPO roof - complete	812	SF	28.50	23,142
Canopy - shade structure	580	SF	85.00	49,300
Interior construction				
Partition - CMU	585	SF	45.00	26,325
Interior of exterior - GWB	396	SF	8.50	3,366
Interior finishes				
Floor - concrete, sealed	662	SF	2.75	1,821
Floor - tile	150	SF	16.50	2,475
Walls - painted	1,865	SF	2.20	4,104
Walls - tile	756	SF	16.50	12,474
Ceiling - GWB	110	SF	11.50	1,265
Ceiling - open to structure	702	SF	1.85	1,299
Restroom - fit out	3	EA	750.00	2,250

DCW Cost Management

Concept Cost Plan June 7, 2022 11

City of Ellensburg
Rotary Pavilion Park

Concept Design				
	Quantity	Unit	Rate	Total
Plumbing				
Water closet	3	EA	1,750.00	5,250
Vanity	3	EA	1,400.00	4,200
Floor sink	1	EA	1,350.00	1,350
Hose bib	3	EA	685.00	2,055
Floor drain	5	EA	800.00	4,000
Drinking fountain	1	EA	4,800.00	4,800
WS - pipe	240	LF	45.00	10,800
SS - pipe	276	LF	45.00	12,420
Insulation	240	LF	15.00	3,600
Mechanical	812	SF	28.00	22,736
Electrical	812	SF	55.00	44,660
Equipment / furnishings				
Hose reel	1	EA	1,500.00	1,500
Casework	15	LF	450.00	6,750
Locker - set	1	EA	850.00	850
Storage racking - allow	1	LS	5,000.00	5,000
Water feature	1,500	SF	250.00	375,000
Recirculating water feature				<i>incl. above</i>
Mechanical equipment - pumps and filters				<i>incl. above</i>
Storage tank				<i>incl. above</i>
Vortex waterplay system				<i>incl. above</i>
G2050 Landscaping				
Tree - 3" cal.	8	EA	550.00	4,400
Tree - specimen	4	EA	850.00	3,400
Planting area - shrubs and groundcover	2,000	SF		
Top soil - 18" depth	111	CY	45.00	5,000
Mulch - 3" depth	19	CY	40.00	741
Shrubs - 1 gal., 24" o.c.	500	EA	12.50	6,250
Lawn - high performance	2,800	SF	1.75	4,900
Top soil - amendment	104	CY	20.00	2,074
Irrigation				
Planting area - shrubs and groundcover	2,000	SF	2.00	4,000
Lawn	2,800	SF	1.75	4,900
Devices and controls	1	LS	5,000.00	5,000

COST ESTIMATE #1 - JUNE 7, 2022

DCW Cost Management

Concept Cost Plan June 7, 2022 12

City of Ellensburg
Rotary Pavilion Park

Concept Design				
	Quantity	Unit	Rate	Total
G30 Site Mechanical Utilities	27,312	SF	3.68	100,500
G3010 Water Supply				
Connection to existing	1	EA	3,500.00	3,500
Devices and controls	1	LS	30,000.00	30,000
G3020 Sanitary Sewer				
Connection to existing	1	EA	3,500.00	3,500
Devices and controls	1	LS	15,000.00	15,000
G3030 Storm Sewer				
Connection to existing	1	EA	3,500.00	3,500
Devices and controls	1	LS	45,000.00	45,000
G40 Site Electrical Utilities	27,312	SF	5.19	141,800
G4010 Electrical Distribution				
Power distribution - allow	1	LS	50,000.00	50,000
Convenience power - receptacles	6	EA	650.00	3,900
G4020 Site Lighting				
Pole light - fixture	24	EA	2,100.00	50,400
Catenary lighting	250	LF	90.00	22,500
G4090 Other Site Electrical Utilities				
Event power, allow	1	LS	15,000.00	15,000

COST ESTIMATE #2 - AUGUST 8, 2022

City of Ellensburg
Rotary Pavilion Park

City of Ellensburg
Rotary Pavilion Park



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COST ESTIMATE #2 - AUGUST 8, 2022

City of Ellensburg
Rotary Pavilion Park

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City of Ellensburg
Rotary Pavilion Park

Overall Summary			
	SF	\$/SF	TOTAL
New Construction	26,168	113.24	2,963,287
TOTAL RECOMMENDED BUDGET			2,963,287

City of Ellensburg
Rotary Pavilion Park

Scope of Work	
Project Scope Description	
The project comprises cost planning for the Rotary Pavilion Park located in Ellensburg, WA.	
The intended design package consists of new construction of a park within Ellensburg's downtown historic district boundary. The project is anticipated to incorporate a stage, play area, water feature, and shade canopy.	
Project Design Documents	
The cost report is based on the following documents: - Unity Park Comfort Station, received on 7.22.2022 - Unity Park Program Diagram, received on 7.22.2022 - Unity Park Landscape Improvements Narrative, dated 7.22.2022 - Model views 1-6	
Procurement	
It is anticipated that the project will be delivered by the typical low-bid method. It is expected there will be 4 to 5 qualified General Contractors to maintain competitive pricing. If the project is delayed for any reason, cost modifications will be required.	

City of Ellensburg
Rotary Pavilion Park

Basis of Estimate	
Assumptions and Clarifications	
This estimate is based on the following assumptions and clarifications: 1 Hazardous materials abatement is NOT included. 2 The majority of work will be performed during typical daytime hours. 3 Project location will be made unoccupied during construction. 4 Excludes jurisdiction fees and Owner's contingency. 5 Sales Tax is NOT shown and is assumed to be included in Owner's Project Cost Estimate.	

City of Ellensburg
Rotary Pavilion Park

New Construction Summary					
		%	\$/SF	TOTAL	
		Gross Area:	26,168 SF		
G10	Site Preparation	10%	11.01	288,050	
G20	Site Improvements	52%	59.11	1,546,856	
G30	Site Mechanical Utilities	3%	3.84	100,500	
G40	Site Electrical Utilities	4%	4.77	124,750	
G	Building Sitework	70%	78.73	2,060,156	
SITE ELEMENTAL COST BEFORE CONTINGENCIES		70%	78.73	2,060,156	
Contingency		15.00%	10%	0.00	309,023
SITE ELEMENTAL COST INCLUDING CONTINGENCIES		80%	90.54	2,369,179	
General Conditions		6.50%	5%	5.88	153,997
General Requirements		7.00%	6%	6.75	176,622
Office Overhead & Profit		5.50%	5%	5.67	148,489
Bonds and Insurance		1.50%	1%	1.63	42,724
Permit					by Owner
SITE CONSTRUCTION COST BEFORE ESCALATION		98%	110.48	2,891,011	
Escalation to Start Date (Q1 2023)		2.50%	2%	2.76	72,275
RECOMMENDED BUDGET		100%	113.24	2,963,287	

COST ESTIMATE #2 - AUGUST 8, 2022

City of Ellensburg
Rotary Pavilion Park

New Construction	Quantity	Unit	Rate	Total
Control Quantities				
Program Areas	26,168	SF		
ROW	7,100	SF		
<i>Asphalt - alley</i>	3,700	SF		
<i>Unit pavers</i>	3,400	SF		
Pedestrian paving	13,000	SF		
<i>Concrete</i>	9,100	SF		
<i>Unit pavers</i>	3,900	SF		
Site Development	1,568	SF		
<i>Water feature</i>	768	SF		
<i>Comfort Station - Building</i>	800	SF		
Landscape	4,500	SF		
<i>Planting area</i>	1,400	SF		
<i>Lawn</i>	3,100	SF		
G10 Site Preparation	26,168	SF	11.01	288,050
G1010 Site Clearing				
SPCC Plan	1	EA	2,500.00	2,500
Construction fence	650	LF	13.00	8,450
Street cleaning	6	MO	1,500.00	9,000
Temporary toilets	6	MO	900.00	5,400
Construction entrance	1	EA	5,500.00	5,500
Traffic control - part time	6	MO	1,200.00	7,200
Erosion control	26,168	SF	0.17	4,449
Tree protection	1	LS	4,000.00	4,000
Utility protection, incl. light poles	1	LS	9,500.00	9,500
Construction survey, incl. layout	1	LS	15,000.00	15,000
G1020 Site Demolition and Relocations				
Demo - bank building	885	SF	18.50	16,373
Demo - canopy, drive-through	1,330	SF	12.50	16,625
Demo - brick, incl. subgrade materials	7,300	SF	4.50	32,850
Demo - concrete, incl. subgrade materials	9,100	SF	2.25	20,475
Demo - asphalt, incl. subgrade materials	3,700	SF	2.00	7,400
Demo - sawcut	712	LF	7.50	5,340
Demo - curb	170	LF	9.00	1,530
Demo - concrete stairs	45	SF	20.00	900
Demo - existing vegetation	3,855	SF	0.75	2,891
Demo - irrigation	3,855	SF	0.15	578
Demo - tree	11	EA	550.00	6,050
Demo - light poles, allow	3	EA	850.00	2,550
Demo - utilities	1	LS	15,000.00	15,000
Demo - signage	1	LS	3,000.00	3,000

City of Ellensburg
Rotary Pavilion Park

New Construction	Quantity	Unit	Rate	Total
Demo - misc. site features, incl. wood pavilion	1	LS	6,200.00	6,200
Salvage - sculptures and bell tower	1	EA	3,800.00	3,800
Salvage - basalt columns and boulders	1	LS	2,000.00	2,000
Salvage - site features, incl. benches, bike racks, trash cans, planters, etc.	1	LS	7,200.00	7,200
Salvage - light pole	1	EA	1,050.00	1,050
Salvage - signage	1	EA	2,000.00	2,000
G1030 Site Earthwork				
Site cut - 1' depth	969	CY	18.00	17,445
Haul and dispose	775	CY	20.00	15,507
Fill - stockpile, assume 20%	194	CY	12.00	2,326
Grading and contouring	19,068	SF	0.35	6,674
Base aggregates	387	CY	55.00	21,287
G1040 Hazardous Waste Remediation				
No work anticipated				NIC
G20 Site Improvements	26,168	SF	59.11	1,546,856
G2010 Roadways				
Asphalt grind and overlay - alley, 8" thk.	3,700	SF	2.85	10,545
Unit pavers, match existing - ROW	3,400	SF	28.50	96,900
G2020 Parking Lots				
No work anticipated				NIC
G2030 Pedestrian Paving				
Concrete	9,100	SF	12.50	113,750
Unit pavers, mortar	3,900	SF	28.50	111,150
Concrete band at lawn	225	LF	33.50	7,538
G2040 Site Development				
Shade structure, wood and steel - 16' x 20' x 12'	5	EA	48,000.00	240,000
Footings				incl. above
Site furnishings				
Backdrop screen	64	LF	110.00	7,040
Wood bench - 6' x 18" x 18" ht., custom	6	EA	4,500.00	27,000
Wood seat swing - 4' x 18", custom	4	EA	4,800.00	19,200
Café tables and chairs	8	EA	1,850.00	14,800
Stage and seat wall (20' x 30' x 18" ht.)	1,550	SF		
Elevated concrete stage	1,550	SF	60.00	93,000
Seat stairs, concrete	24	LF	290.00	6,960

COST ESTIMATE #2 - AUGUST 8, 2022

DCW Cost Management

Preferred Concept Design Cost Plan August 8, 2022 10

City of Ellensburg
Rotary Pavilion Park

New Construction	Quantity	Unit	Rate	Total
Seat wall, concrete	48	LF	250.00	12,000
Access ramp and railing	415	SF	40.00	16,600
Event storage structure	290	SF	115.00	33,350
Comfort station	800	SF		
Foundations				
Stem wall	143	LF	60.00	8,580
Continuous ftg.	25	CY	650.00	16,467
SOG	800	SF	14.25	11,400
Footing drain	143	LF	30.00	4,290
Superstructure				
Exterior walls - CMU	1,539	SF	62.50	96,188
Roof structure - 8lb/SF	3.20	TN	8,750.00	28,000
Roof deck	800	SF	8.50	6,800
Exterior enclosure - CMU				
Cladding - brick veneer	1,439	SF	48.00	69,072
Door - HM, single	5	EA	2,500.00	12,500
Door - HM, double	1	EA	4,375.00	4,375
Sliding gate - breezeway	2	EA	5,200.00	10,400
Glazing - operable	100	SF	98.00	9,800
Wayfinding	1	LS	1,500.00	1,500
Integrated art/mural, allow	1	LS	10,000.00	10,000
Roofing				
TPO roof - complete	800	SF	28.50	22,800
Canopy - shade structure				by Owner
Interior construction				
Partition - CMU	495	SF	45.00	22,275
Interior of exterior - GWB	396	SF	8.50	3,366
Interior finishes				
Floor - concrete, sealed	570	SF	2.75	1,568
Floor - tile	230	SF	16.50	3,795
Walls - painted	1,699	SF	2.20	3,737
Walls - tile	756	SF	16.50	12,474
Ceiling - GWB	225	SF	11.50	2,588
Ceiling - open to structure	575	SF	1.85	1,064
Restroom - fit out	3	EA	750.00	2,250
Plumbing				
Water closet	3	EA	1,750.00	5,250
Vanity	3	EA	1,400.00	4,200
Floor sink	1	EA	1,350.00	1,350
Hose bib	3	EA	685.00	2,055
Floor drain	5	EA	800.00	4,000
Drinking fountain	1	EA	4,800.00	4,800
Water hydrant	1	EA	2,650.00	2,650

DCW Cost Management

Preferred Concept Design Cost Plan August 8, 2022 11

City of Ellensburg
Rotary Pavilion Park

New Construction	Quantity	Unit	Rate	Total
WS - pipe	240	LF	45.00	10,800
SS - pipe	276	LF	45.00	12,420
Insulation	240	LF	15.00	3,600
Mechanical	800	SF	28.00	22,400
Electrical	800	SF	55.00	44,000
Equipment / furnishings				
Hose reel	1	EA	1,500.00	1,500
Bench, typical	2	EA	3,500.00	7,000
Casework	15	LF	450.00	6,750
Locker - set	1	EA	850.00	850
Storage racking - allow	1	LS	5,000.00	5,000
Water feature	768	SF	250.00	192,000
Recirculating water feature - 16' x 48'				incl. above
Mechanical equipment - pumps and filters				incl. above
Storage tank				incl. above
Vortex waterplay system				incl. above
G2050 Landscaping				
Trees	14	EA		
Tree - 3" cal.	8	EA	550.00	4,400
Tree - specimen	6	EA	850.00	5,100
Top soil	50	CY	45.00	2,272
Planting area - shrubs and groundcover	1,400	SF		
Top soil - 18" depth	78	CY	45.00	3,500
Mulch - 3" depth	13	CY	40.00	519
Shrubs - 1 gal., 24" o.c.	350	EA	12.50	4,375
Lawn - high performance	3,100	SF	1.75	5,425
Top soil - amendment	115	CY	20.00	2,296
Irrigation				
Planting area - shrubs and groundcover	1,400	SF	2.00	2,800
Lawn	3,100	SF	1.75	5,425
Devices and controls	1	LS	5,000.00	5,000
G30 Site Mechanical Utilities	26,168	SF	3.84	100,500
G3010 Water Supply				
Connection to existing	1	EA	3,500.00	3,500
Devices and controls	1	LS	30,000.00	30,000
G3020 Sanitary Sewer				
Connection to existing	1	EA	3,500.00	3,500
Devices and controls	1	LS	15,000.00	15,000

COST ESTIMATE #2 - AUGUST 8, 2022

DCW Cost Management

Preferred Concept Design Cost Plan August 8, 2022 12

City of Ellensburg
Rotary Pavilion Park

New Construction				
	Quantity	Unit	Rate	Total
G3030 Storm Sewer				
Connection to existing	1	EA	3,500.00	3,500
Devices and controls	1	LS	45,000.00	45,000
G40 Site Electrical Utilities	26,168	SF	4.77	124,750
G4010 Electrical Distribution				
Power distribution - allow	1	LS	50,000.00	50,000
Convenience power - receptacles, WP	11	EA	650.00	7,150
G4020 Site Lighting				
Spiral lights - 30' ht.	5	EA	3,500.00	17,500
Pole light - fixture	6	EA	2,100.00	12,600
Catenary lighting	250	LF	90.00	22,500
G4090 Other Site Electrical Utilities				
Event power, allow	1	LS	15,000.00	15,000

COMMISSION MEETING NOTES - JUNE 8, 2022

MEETING NOTES

Date:	6/8/22	Time:	7:00-7:45pm	Project:	Unity Park P3500.02
Attendees:	City of Ellensburg Brad Case Heidi Behrends Cerniwey Parks and Recreation Commissioners KT Kelleher Nick Zentner Jackie Adams Fiona Corner Ali Brown Laci Harrison Council Member and liaison Monica Miller Walker Macy Brian Bishop, Associate Principal Jen Montessor, Project Manager Signal Architecture Mark Johnson Nikki Watanabe				
Topic:	Parks and Recreation Commission Meeting				

- o Asked about the comfort station location.
 - o She will enter the park at the concierge.
 - o Prefers the stage on scheme B.
 - o Likes the orderliness of scheme A.
 - o Likes the permanent shade structure. Can solar panels go on it?
- Jackie Adams
 - o Likes that the splash pad in scheme B is further from the road than in scheme A.
 - o Likes scheme B for more fixed and rotating art.
- KT Kelleher
 - o Thinks the park is too busy for a splash pad.
 - o Thinks of the park as a tranquil space to eat or read a book.
 - o Wants a space open to kids but not play focused. Put play in another park.
 - o Asked about the cleanliness of a water features vs a splash pad.
- Brian discussed the mechanics of a splash pad with on demand water and a recirculating system. He also described the basic Health Department requirements for sanitary conditions of a splash pad vs water feature.
- Nick Zentner
 - o Asked if the community wants lawn or if the design team wants lawn. The answer is both, the community has responded positively to it and the design team thinks lawn is a soft element to balance out the hardscape.
 - o Jazz in the Valley members will know exactly where to put a wind screen.
 - o Mentioned the Spirit of the West event
- Laci Harrison
 - o Likes scheme B and its deviation from the grid.
- Brad referred to The Roslyn Yard and how active the space is. He also mentioned that movies held at City Hall could move to Unity Park. He also explained that the Arts Commission and DEI Commission will be providing input on the park design.

What is 'of Ellensburg' discussion:

- Fiona Corner
 - o The geology, valley, mountains, basalt, gorge, sustainable materials, reuse, recycling of materials
 - o The heart of Washington
 - o The community likes to gather
 - o Important to have a space to be together
 - o Space should be easy to access and the edges bleed

- o Wants people to gravitate to the space
- KT Helleher
 - o Rodeo
 - o Blues
 - o Central location in the state
 - o Central Washington University

Notes

- Brad provided introductory information:
 - o The role of the Commission is to provide feedback and input before the project is presented to the City Council
 - o The Design and Landmarks Commission will review the project to ensure that the design fits within downtown and blends in
 - o The City received \$6 million in covid funding and allocated \$1.8 million for park renovation. Park impact fees could pay for the remaining park renovation costs.
 - o City Council will be discussing the park's maintenance budget.
 - o This is a different type of park than other Ellensburg parks and will have different maintenance needs than other parks.
- Brian presented the project background and new design ideas to the Commissioners.

Commissioner feedback:

- Fiona Corner

COMMISSION MEETING NOTES - AUGUST 10, 2022

MEETING NOTES

Date:	8/10/22	Time:	5:30-6:30pm	Project:	Unity Park P3500.02
Attendees:	City of Ellensburg Brad Case Parks and Recreation Commissioners In person: Nick Zentner Jackie Adams Virtually: Nikki Pollack Ali Brown Laci Harrison Council Member and liaison Monica Miller Community Member Pat Kelleher Reed Waite Walker Macy Brian Bishop, Associate Principal Jen Montessor, Project Manager				
Topic:	Parks and Recreation Commission Meeting				

Notes

- Brad provided a brief overview of where we are in the process.
- Brian presented a summary of work done to date and the preferred concept design.

Commissioner feedback:

Laci Harrison

- Asked if integrated stage lighting had been considered.
 - Brian walked through the different lighting ideas (pole lights with multiple heads both in the lawn area and on stage, catenary lights, locations for event organizers to add additional lighting).
- Suggested that business owners across the alley may want to improve and create a welcoming view of their businesses from the park. The Commission could have those discussions with the owners to improve the aesthetic.

Nikki Pollack

- Likes new water feature ideas (topography, rocks, Columbia Basin)
- Consider local water systems, the streams within the county and town
- Likes the open view into the park from Pearl Street
- The park looks like a very comfortable space

Unity Park

8/10/2022

Page 2 of 4

- Asked about the swings in regards to safety.
 - Brian responded that the swings are only located along the alley. They will have limited swing rang, the benches will be highly durable, and the entire structure very sound.
- Suggested a permeable wall along the alley to hide the view but still provide movement through and into the park. Perhaps offset panels.

Nick Zetner

- Likes the design, openness of the SE corner, location of the comfort station, boulders integrated with the water, permanent art, grass and position of the stage
- Stated that it's tricky to design a park for both events and everyday needs.
- Thinks the alley is ugly and would like wall along the alley to hide it.
- Suggested granite boulders, a motif of the Mt Stuart skyline. Basalt is overused.
- Does not like the permanent shade structures because they remove some of the openness. Prefers the shade sail and would like to see all shade structures be sails.
- The park should cater to three seasons and not plan for winter.
Asked if we're planning for all events even those with alcohol, and if so then maybe this isn't the right design.

Ali Brown

- Really happy with the direction the water feature is going and likes the idea of local topography and boulders integrated into the water feature. Prefers this over the splash pad. Likes the idea of misters under shade structures.
- Very happy with design and appreciates how the design team applied Commissioner's comments from the last meeting. Likes the blending of the two design options.
- Understands concerns about alley but doesn't want to close it off for loading to stage and comfort station.

Jackie Adams

- Also worries about view of the alley.
- A slatted wall behind the stage will allow sound from the alley to come through disrupting performances.
- Slats good for sun but what happens when it snows, seating won't be usable if snow on them.
- Likes openness of design.

Community Member Comments:

Pat Kelleher

- Parking was not mentioned, will be eliminating 10% of 300 stalls, it's not a good idea to remove parking from alley.
- Asked how access will be controlled for alcohol sales.
- Asked if individuals will be able to rent the park.
- A delivery truck in the alley won't be able to get past comfort station, the space is too narrow.
- Business across alley can't legally spill out into the park due to alcohol control.
- Suggested making a big investment in the stage to include lighting, sound, and cover.
- Prefers the stage be located in the center.
- The cost estimate hasn't been shared with the public.
- Supports keeping the bank building. It was built to historic standards of downtown.
- The park design doesn't express 'Of Ellensburg.'
- Need turnkey space for events to unburden event hosts.

COMMISSION MEETING NOTES - AUGUST 10, 2022

Unity Park
8/10/2022
Page 3 of 4

Reed Waite

- Likes the openness of the plaza.
- Suggested brick or distressed brick for the comfort station.
- Reed parks behind Early Bird and Enchantment Brewery across the alley.
- How people use the alley is problematic. Trucks block the alley and people drive north against the one way. How will trash, loading, and deliveries take place?
- Create a delivery zone where the shade structure is along the alley.
- Traffic will come in from the north and west so consider how their headlights may backlight the stage.
 - Brian responded that the design team will continue to look at alley circulation.

Additional comments from Reed via email after the meeting:

Thanks for Unity Park design recap at Commission meeting this evening. As a steps away IMBY (In My Back Yard!) I'm very excited about progress and design. Some questions/thoughts:

1. Comfort station wall, at least on South side facing 4th, I'm hoping will be brick finish mirroring finish of adjacent buildings. That would be a distressed, or painted, brick that fits in with historic downtown, its neighboring 4th Ave structures: Fitterer's, Tav and Frontier buildings. A bright new red brick would certainly be out of place!
 - 2a. Awning over Stage and Lawn areas. It appears to be sloped, down from W to E. Was this determined by angle of sun? Seems to me the time shading would be most beneficial would be late afternoon/evening in summertime heat and thus sloped downward to NW and/or W. Sloping down towards stage area also invites people into the Park and focuses attention across/through to stage. And possibly add some acoustic benefit?
 - 2b. How will adjustment/installation/removal of temporary awning be done? What size crew is needed? How will lines be made secure from vandalism?
 - 3a. Anticipated height of stage back wall - and material to keep vehicle lights from coming through? Is stage level or slightly titled down towards center of park?
 - 3b. Utility/Electric/Sound system controls for stage? Behind W back wall?
 - 3c. West ramp (ADA access) up to stage - can't tell if ramp is open to view from stage with safety railing (or is it to be behind a wall (backstage).
 - 4a. Is the entire park at grade, with exception of water play feature? ill lawn be slightly raised or lowered and if so, what's transition?
 - 4b. Permeable surface for non-lawn areas? I'm sure plantings would love this.
 5. Don't see location of beloved bovine art on preferred concept. I'd love to see it located near SE corner slightly in from sidewalk with bull sitting looking in and enjoying park activity. Would move the photographers deeper into the park.
 6. Shade structures - banner attachment? Temporary precipitation tarps for events, how to attach? These have the feel of outdoor market booth and I can see them being used by small groups presenting/displaying at community events.
 7. Alley - wow, a lot of thought needed here - are Public Works/Police (parking enforcement) in on the conversation?
 8. Will there be any greenery/vegetation other than the surrounding trees and lawn?
- Thanks for all your work on my backyard park.

Unity Park
8/10/2022
Page 4 of 4

Brad Case

- Discussed the serving of alcohol during events and the need to control access for alcohol sales.
- The park and the Adult Activity Center are the only places where alcohol is served on City property.
- Need to decide if City should provide support and infrastructure for events or have event organizers do it.
- May need to design in barriers for events but different events may have different needs for barriers.
- Event organizers need to talk to the City to get permits for events and alcohol sales. The framework to manage events has already been established by the City and is working well.
- Commented on parking concerns and plans the City has for future parking.
- Explained that the design will go before the Landmarks and Design Commission for review so that it fits into the historic downtown.

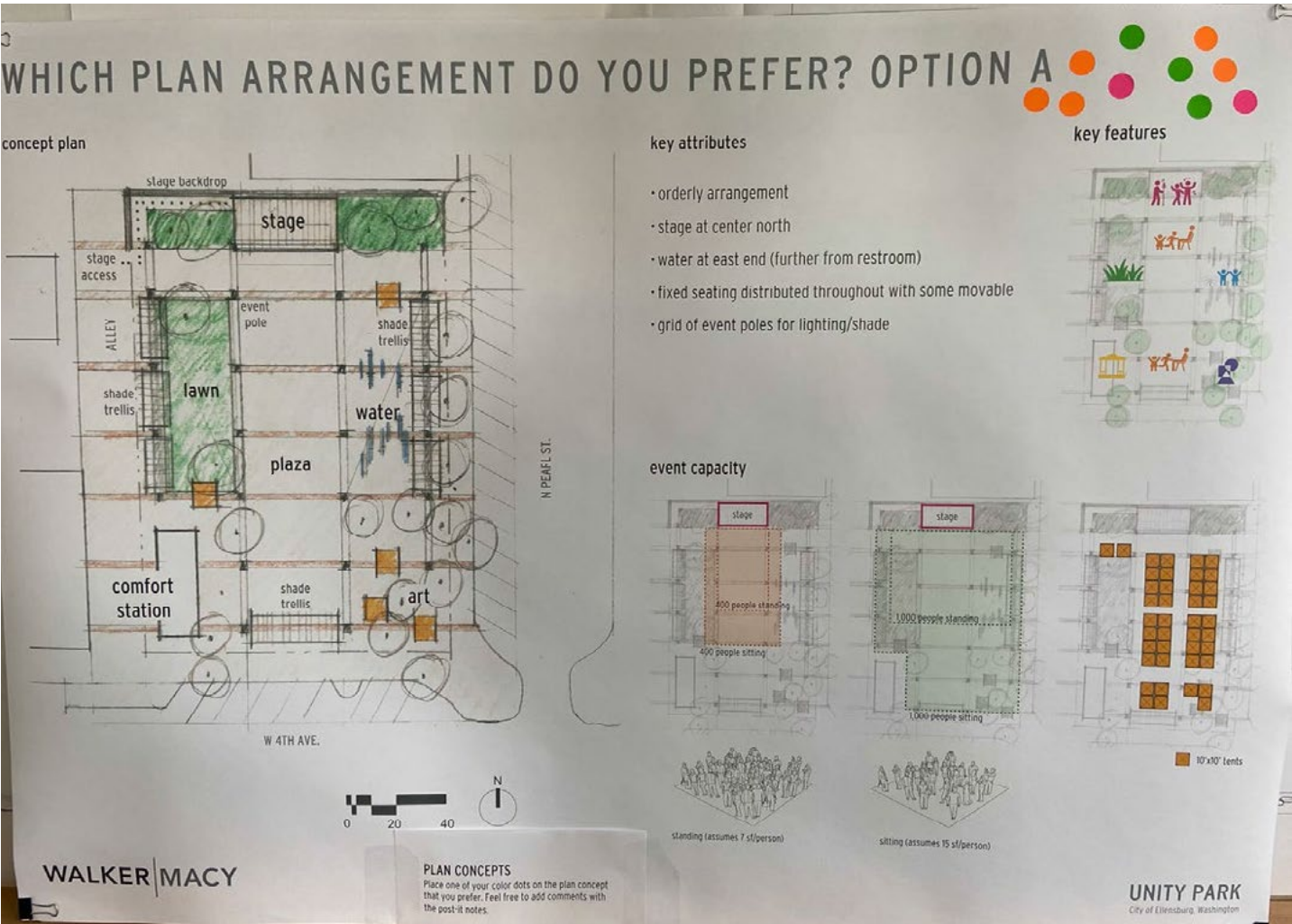
Brian Bishop

- It's challenging to design in barriers because of different event needs.
- Design team's goal is to design the park to be flexible rather than designing in every possible need.

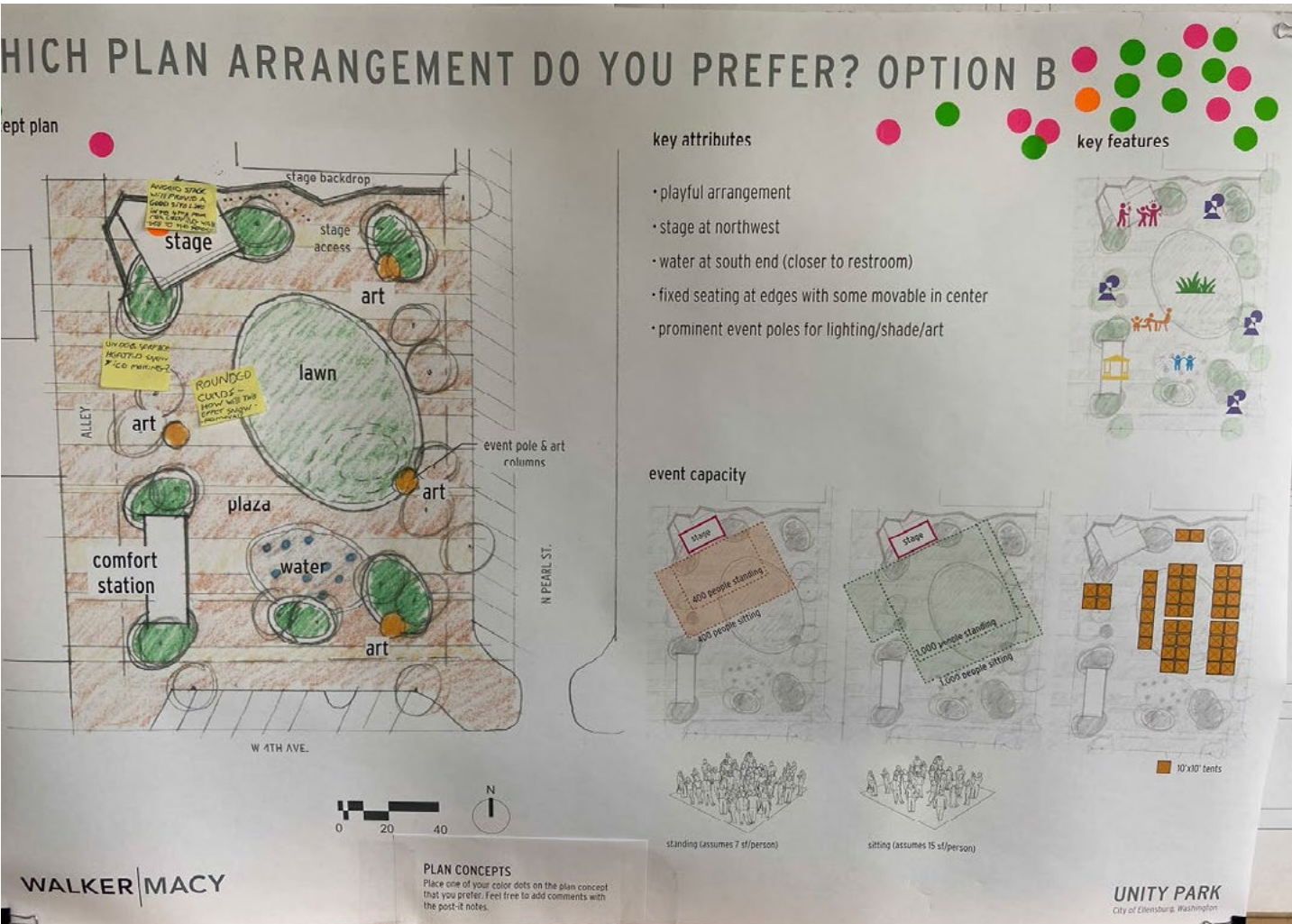
OPEN HOUSE RESULTS

What we asked: **Which plan arrangement do you prefer?**
Place one colored dot on the plan concept you prefer.

Option A - 10 dots



Option B - 23 dots



Option B Comments:

- pro: encourage movement thru, offers paths and internal destination, potential for clearer visual clues
- angled stage will provide a good site line into 4th and Pearl for drawing walkers to the state
- under surface heated snow/ice melting
- rounded curbs - how will this impact snow removal?

OPEN HOUSE RESULTS

What we asked: **Which features are most important to you?**
Place your remaining dots on the key features of highest priority to you.

WHICH FEATURES ARE MOST IMPORTANT TO YOU?

KEY FEATURES
Place your remaining color dots on the key features that are of highest priority to you. Feel free to add comments with the post-it notes.

8

water: sculptural or whimsical

16

water: interactive splash pad

9

lawn: natural turf

9

lawn: synthetic turf

6

play elements

7

seating: movable

5

seating: fixed

10

shade structures: permanent

3

shade structures: temporary

6

space for winter activities

5

lighting: string lights and poles

4 both

lighting: event poles

3

art: permanent

7

art: rotating

26

stage: permanent

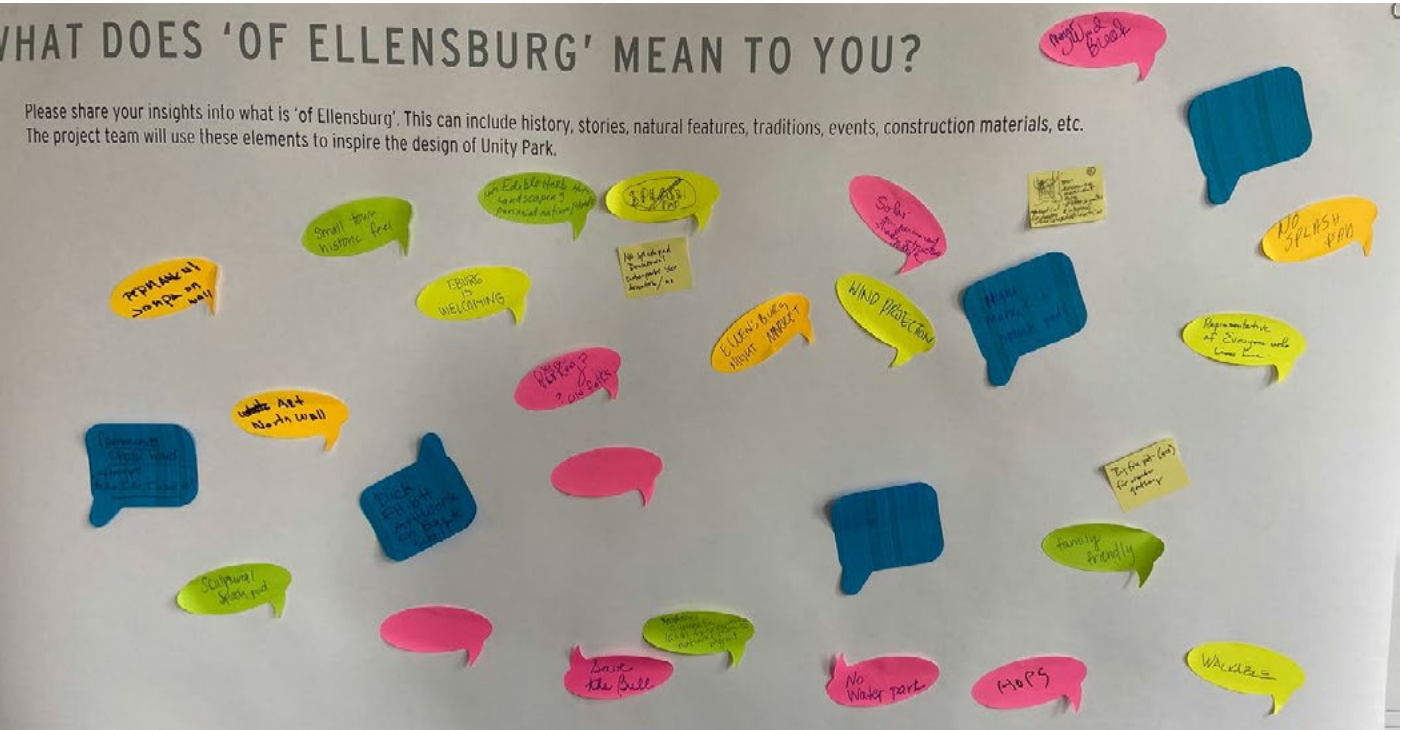
WALKER | MACY

UNITY PARK
City of Ellensburg, Washington

Post-it note: Best! Durable, safe, in open area with lots of parking, families, etc.

OPEN HOUSE RESULTS

What we asked: **What does ‘Of Ellensburg’ mean to you?**
Please share your insights into what is ‘Of Ellensburg.’



Additional Comments:

- likes the sound of water but doesn't want water feature in this park
- kids and dogs are in the water together, and it's not sanitary
- stage should be heated
- Christmas dance space
- loves the idea of rotating art
- fire pits
- add historical layers to park: original plat map, historical play e.g., mining history
- whimsical play or child activity
- likes skating rink and way to draw people in during winter
- restroom: Who cleans it? Safety, lock at night
- worried about homeless being in park and restroom
- wind in microphone is problem for performers
- sleeves in ground for fences
- Jazz in the Valley has a 'green room' for performers to wait before going on stage
- wants concierge space for selling merchandise at events, nowhere else to sell during an event
- 20" or taller seating for tall senior
- comfort station needs breastfeeding/family friendly space, room without a toilet
- water misters for hot days
- wireless quick charging stations

'Of Ellensburg' Comments:

- permanent___on wall
- small town historic feel
- edible herb landscaping, perennials, native plants, hops
- no splash pad
- Eburg is welcoming
- no splash pad downtown! outer parks - yes, downtown - no
- community chalk board with prompts 'Before I die, I want to'
- extra parking? old folks
- Ellensburg night market
- wind protection
- solar on permanent shade structure doable
- night market and splash pad
- major wind block
- stage - yes! Riverwalk Park in Spokane is utilized for gathering, lunches, eating, etc.
- no splash pad
- major wind block
- no splash pad
- representative of everyone who lives here
- north art wall
- sculptural splash pad
- Dick Elliott art work on back wall
- save the bull
- synthetic lawn for responsible natural resource management
- no water park
- hops
- family friendly
- big gas fire pit for winter gathering
- walkable

City Council Approved “Preferred Concept Plan” on 9/19/22. \$1.8 Million Budget with no costing information. For more information Google: Unity Park

Wells Fargo building just needs to be repurposed

To the Editor:

Our city purchased the Wells Fargo Building in 2019 for \$799,999. Located on the corner of 4th and Pearl it is a 2,200 square foot building on a half-acre lot.

Last Monday our City authorized an additional \$1.8 million to remove the Wells Fargo Building and all lot vegetation. Three new unisex restrooms and a 256-square feet concierge space will be built on the lot. The new building will look like the city-owned restrooms at Third and Main. The consultant could spend the entire city treasury polishing that style building and it will still look like a stool.

When the new restrooms are completed visitors to our historic downtown will be treated like Kings and Queens. In addition to sitting on golden thrones costing over \$800,000 each, the city plans to hire concierges.

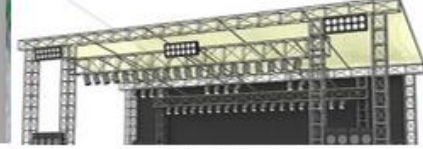
This extravagant train can only be stopped with four yes votes on a Monday.

I will continue to voice my belief that the Wells Fargo Building is the diamond of Unity Plaza. The building just needs to be repurposed. I will pontificate until the consultants contracted de-construction crew shatters the Well Fargo Building.

Pat Kelleher
Ellensburg

Agenda Item 8.A. - Exhibit 4, Page 83 of 95

Alternate Unity Plaza Concept Plan



Stage Area: 75' x 36'

Unity Plaza

75' x 100'

Pearl St + Both
Sidewalks = 75' wide



Photo of the Stuarts

Dry Granite Boulder Riverbed

Hitching Post

Existing and extended greenery

Food Trucks on Pearl Street

Barn Quilt

← Mini Storage →

← Controlled Walk-Through →

Green Room



PREFERRED CONCEPT PLAN



Stacey Henderson

From: pat kelleher <psk98926@yahoo.com>
Sent: Wednesday, January 25, 2023 3:19 PM
To: Stacey Henderson
Cc: pat kelleher
Subject: [Ext] public comments for Unity park demolition

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

Jan 25 2023

Public comments (plus attached files to previous email) of Pat Kelleher for Demo permit for Unity Park

The record submitted by the applicant does not support any of the a-h as outlined in the historic buildings and districts standards and guidelines.

The application should be rejected for not being compatible to historic district standards , uneconomic, wasteful and unmitigated parking impacts.

a. retains and preserves nothing. demolition of entire space including all 40 year old trees in Tree USA city of Ellensburg. Walker Massey wants to clear cut like a logger.....

b. all is demolished.

c. all is demolished

d. all is demolished

e. no attempt is made to repair existing building. The cost evidence is not supported in the real world. \$2.2 million to build a 3 hole outhouse. Outrageous

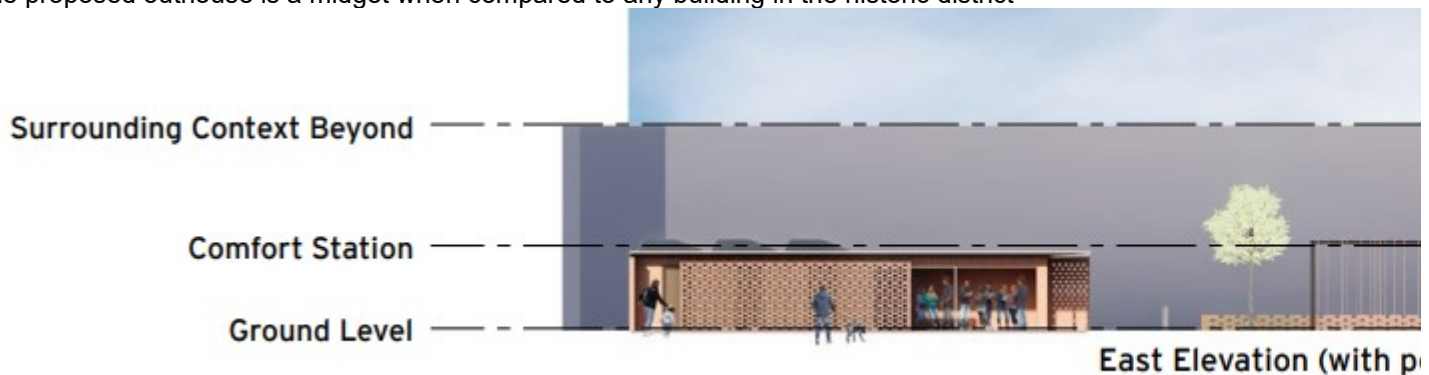
f. all is demolished

g. items of historic value are "preserved" off site never to be seen again. Bull gone, flagpole gone, historic plaques describing the setting gone , wind art gone.....

h. massing ,scale, materials and architectural features of new 3 hole outhouse is not compatible to any adjacent historic structures.

the proposed outhouse has a mass of 9,900 cubic feet compared to the exiting building of 46,620 cubic ft.

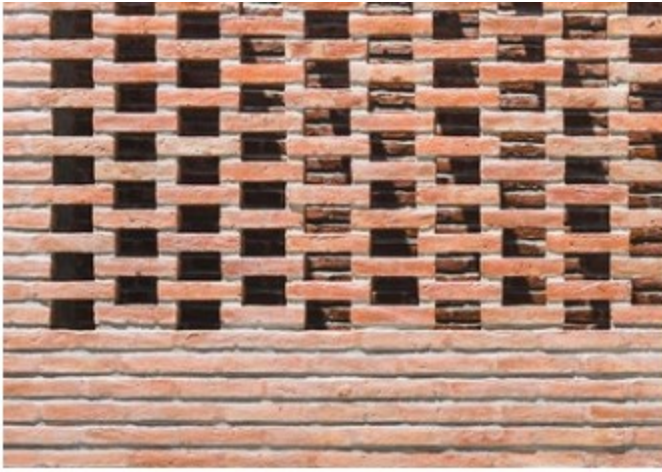
the proposed outhouse is a midget when compared to any building in the historic district



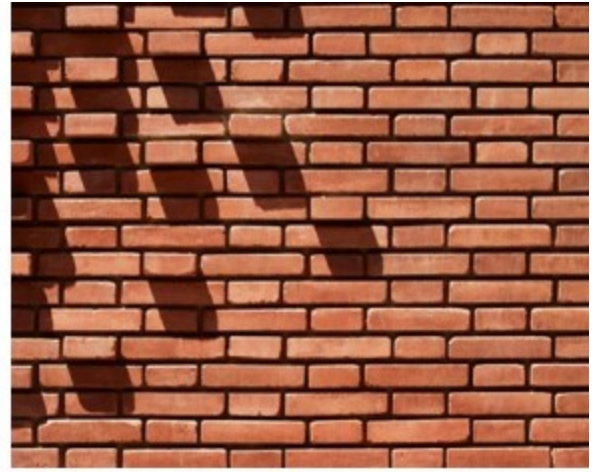
The scale is not appropriate. What standard is being used?

the proposed outhouse materials are not seen in any buildings in the historic district.

the proposed outhouse "architectural features" are of an outhouse you would expect to see at a Washington State rest stop.



Perforated



Extruded

I can not find hardwood slats anywhere in the historic district





Or six drunk guys pouring out of the Frontier

Applicant fails to address parking mitigation for the proposal. The 330 existing on street parking spaces on one way streets in the historic district are critical to the long range success of the district.

Public parking available at Unity park area and adjacent will drop from 44 to 24 spaces.

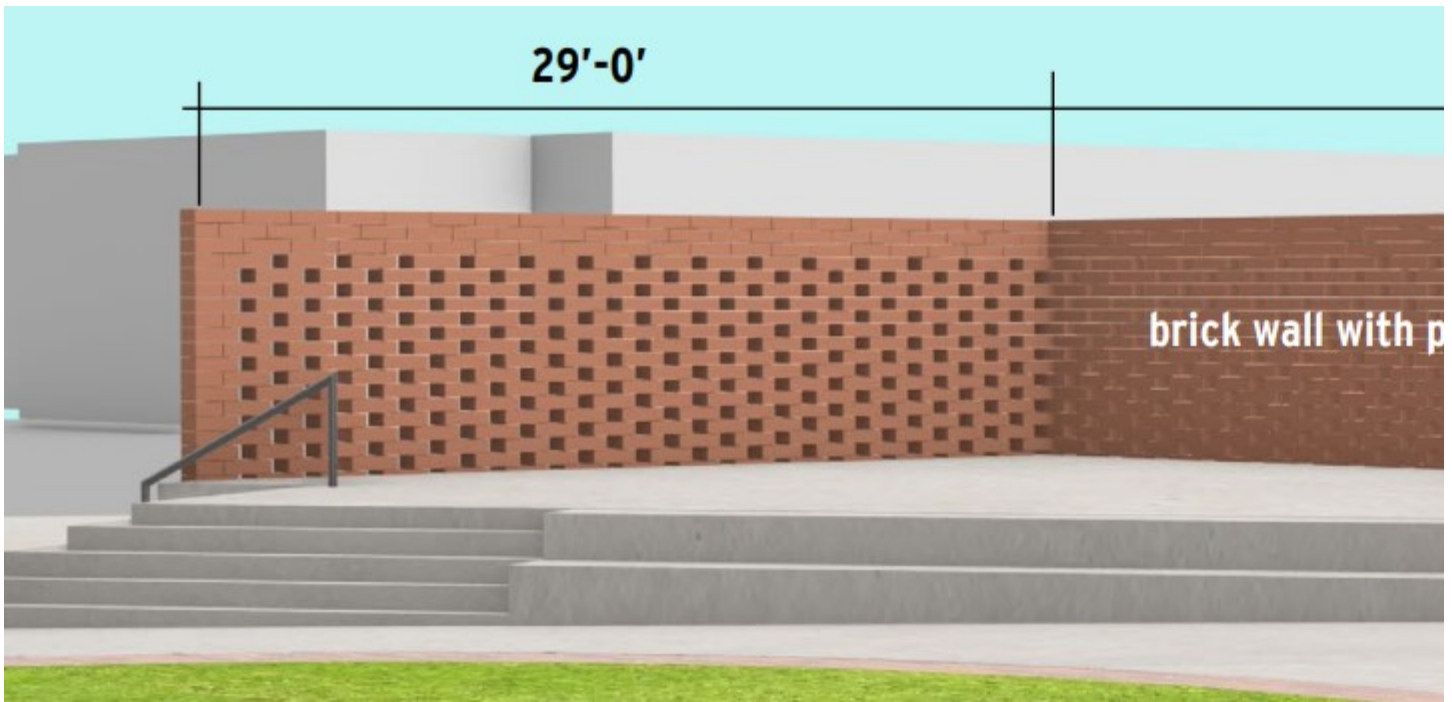
City parking plan puts replacement value of a space at \$1,800 per year. That is a economic value of \$36,000 (\$1,800 x 20 lost spaces) lost every year in the historic district. Parking is already at a tipping point. The loss of 20 spaces impact to the historic district economic health should be detailed and explored. The alternative option proposes the loss of only 4 spaces at zero cost.

Applicant fails to address the "delivery truck closure of the alley" that will occur when Walker Massey builds to 4 feet alley lot line setback. line. This is one of the most active delivery alleys in the district that still remains passible if the delivery truck holds "car passage" short of power pole.

Applicant failed to provide any economic study to the impact to the historic district when compared to a no action alternative or other alternatives.

A three hole outhouse is not needed. What is needed is one restroom in the historic district with surge events supported by portable vault toilets as required, then removed. Farmers market uses two portable vault toiles for 4 hours each Saturday then locked the rest of to support attendance that would far exceed any event at Unity park.

The triangle stage of an elevated slab of concrete is a joke not found anywhere in Washington State much less a historic district.

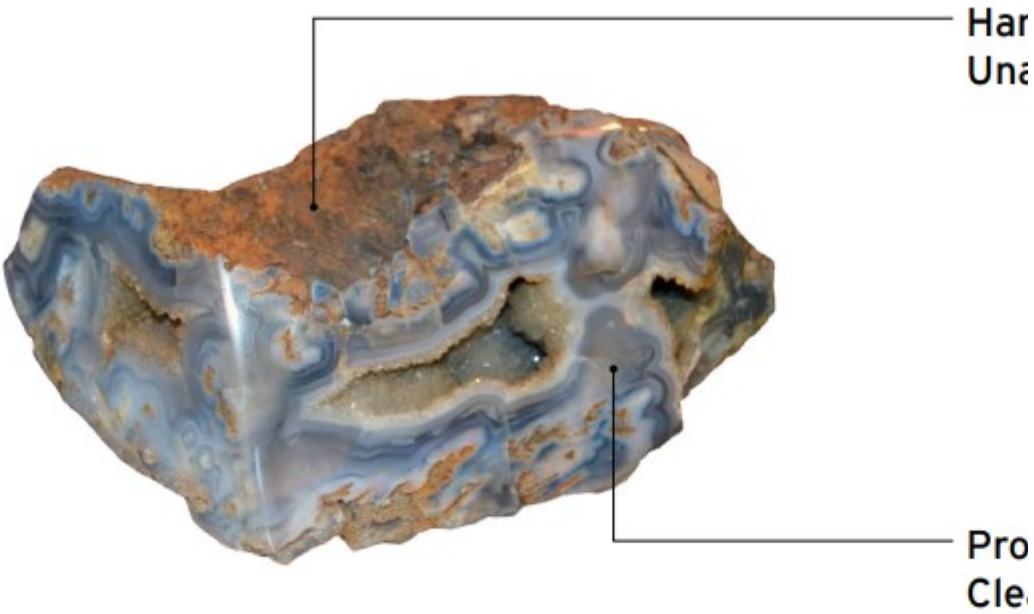


No bull, no flagpole not one item linked to the Kittitas Valley. Walker Massey city slickers are taking hayseed Ellensburg on a \$2.2 million dollar bamboozle.

This is an excellent example to out children on how poorly we treat our environment. The City got a "cash windfall" and they are going to squander it to demolish and fill a landfill, no reuse attempted, chop down beautiful trees and replant, cast aside historic elements for a three hole outhouse.

The photo of a Ellensburg Blue in the application ties into the project where????

CONCEPT DEVELOPMENT AND CHAI



The Ellensburg Blue Agate

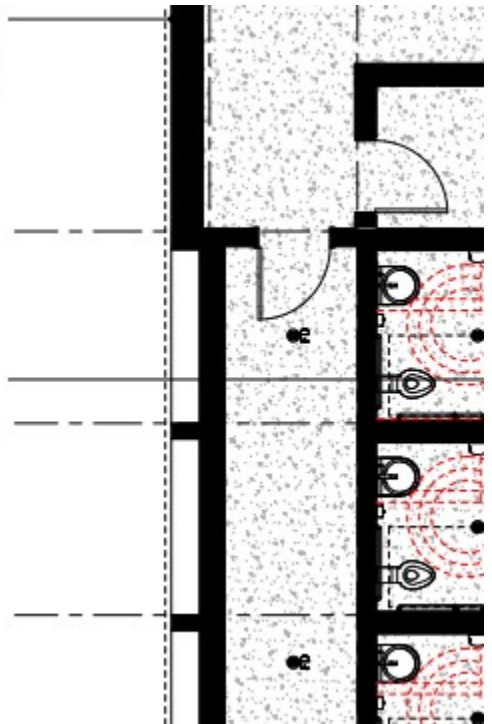
Is it an Ellensburg Blue outhouse?



Pattern-Extruded
Brick



Color-Body
Tile



TYPE OF REVIEW:

Review of proposed changes to landmarks register properties is required per **ECC 15.280.090 (A)**, as follows:

A. Review Required

- 1) No person shall alter, repair, enlarge, newly construct, relocate, or demolish any registered landmark, or any property located within a landmark district, nor install any exterior sign or mural pursuant to subsection (A)(2) of this section, without review by the landmarks and design commission and issuance of a COA. In the case of murals, the arts commission shall first

review and provide its recommendations to the landmarks and design commission of any proposal for a mural to be located on a registered landmark or within a landmark district. Factors to be considered by the arts commission include media to be used, method of application, stability, building/site, mural location and practicability of project.

- 2) This review shall apply to all exterior features of the property visible from a public right-of-way. This review applies whether or not a permit from the city of Ellensburg is required.
- 3) Review of alterations to Ellensburg landmarks register properties under this chapter is in lieu of design review required for projects and sign review per ECC 15.210.050(B).

ECC 15.530.020 Building Design: Historic Buildings and Districts

- A. Purpose. To preserve and reinforce the historic character of Ellensburg's downtown and older residential areas.
- B. Historic Buildings and Districts Standards and Guidelines.
- 1) All development projects identified on the Ellensburg landmarks register are subject to review by the Ellensburg landmarks and design commission per Chapter 15.280 ECC and conformance with the following design standards for rehabilitating existing buildings.
- Retain and preserve the overall historic character of the building;
 - Ensure that proposed alterations are compatible with the building's own architectural character, and do not create a false historical appearance;
 - Retain and preserve early alterations which have architectural significance in their own right;
 - Treat distinctive original features, finishes, and examples of skilled craftsmanship with sensitivity;
 - Repair rather than replace deteriorated architectural features whenever possible;
 - Use the gentlest means possible when surface cleaning exterior masonry;
 - Protect and preserve significant archaeological sites affected by the project, or provide mitigation for their disturbance; and
 - Design new additions to existing buildings and new infill construction to be compatible with the massing, scale, materials, and architectural features of adjacent historic structures.

These standards are supplemented and further defined or explained by that document entitled "Design Standards for the City of Ellensburg," as currently enacted.

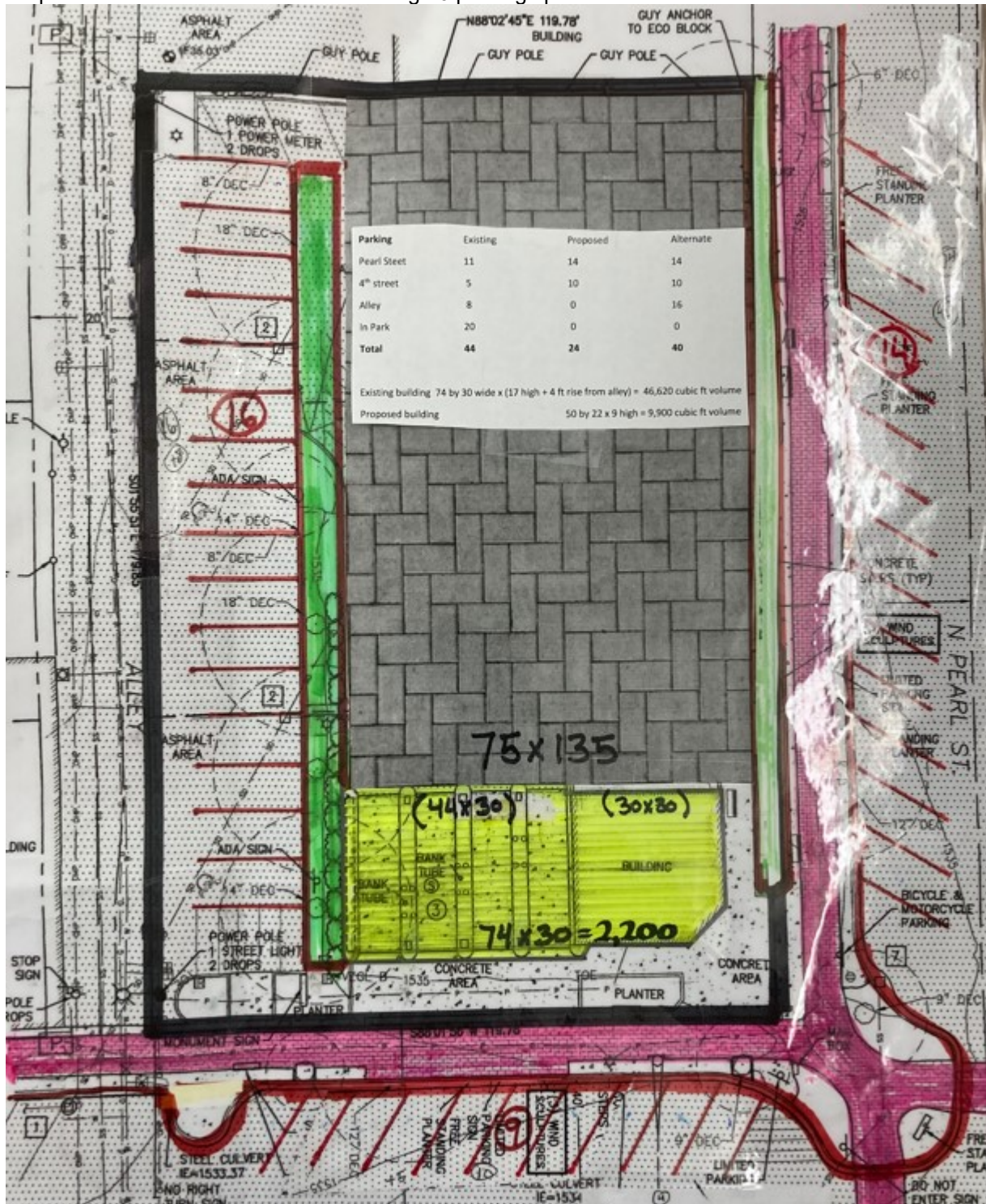
Parking	Existing	Proposed	Alternate
Pearl Steet	11	14	14
4 th street	5	10	10
Alley	8	0	16
In Park	20	0	0
Total	44	24	40

Existing building 74 by 30 wide x (17 high + 4 ft rise from alley) = 46,620 cubic ft volume

Proposed building 50 by 22 x 9 high = 9,900 cubic ft volume

Existing condition

Proposed alternative to demolition retaining 40 parking spaces



Massing example. The three hole outhouse will be the midget building of the historic district. Not one redeeming value to the history of Ellensburg. view looking north comparing the mass of existing building to mass of three hole outhouse.

The new roof will not even be 1/2 as tall compared to the Frontier Tavern.



Exhibit 5- Signed COA



THE LANDMARKS & DESIGN COMMISSION

Findings of Fact and Decision Application for a Certificate of Appropriateness (COA) Submitted by Brad Case

This matter, having come before the City of Ellensburg Landmarks & Design Commission (hereinafter, LDC) for a **Certificate of Appropriateness** (hereinafter, COA), in an open record public hearing on Wednesday January 25, 2023, considered the application (P22-115) submitted by Brad Case, agent, for the **demolition** of the old Wells Fargo Bank building and Rotary Pavilion, located on the northwest corner of 4th Ave and Pearl St intersection, Parcel ID #146933. This property is zoned Central Commercial (C-C) and is located within the Downtown Ellensburg National Register District and Local Ellensburg Downtown Historic District.

The LDC, having taken evidence at the hearing, makes the following **Findings of Fact** and **Decision** related to the above referenced matter:

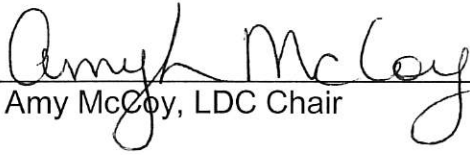
FINDINGS OF FACT

1. Per ECC Sections 15.280.090 and 15.530.020, the LDC has jurisdiction to review this project.
2. The applicant is the agent for the owner of this property and can pursue this action. The proposed demolitions are on Parcel ID #146933, located within the boundaries of the Downtown Ellensburg National Register and Local Landmarks Districts.
3. The old bank building and Rotary Pavilion do not meet the criteria to be classified or listed as historic or historic-contributing buildings to the districts or individually, as they do not independently meet the National Register Criteria, or the criteria for inclusion in the Ellensburg Landmark Register as denoted in ECC15.280.080.
4. The applicant has worked with the public extensively to gather and incorporate community feedback, and has provided adequate information documenting the design process and the need to demolish these structures.
5. The demolition, if approved with one condition, would be in keeping with the required process, per ECC 15.280.090 (A) and (D).
6. Public Comment was received by Pat Kelleher and Jerry Dougherty.

DECISION

Based upon the above Findings of Fact, the LDC hereby **approves** the **Certificate of Appropriateness (COA)** for the demolition of the old Wells Fargo Bank building and Rotary Pavilion, as proposed, with **one condition**:

1. Photo documentation of the building shall be completed by the applicant prior to the demolition, and such records shall be provided to the City of Ellensburg and the Kittitas County Historic Museum


Amy McCoy, LDC Chair

Jan 27, 2023

Appeals: Per ECC 15.280.090(C)(2)(e) and 15.230.070(A), an appeal of this decision may be filed with the City Clerk within 14 calendar days after written notice of the decision is mailed, accompanied by a non-refundable fee of **\$425.00**. The requirements for the contents of an appeal are set forth in ECC 15.230.070(D). The City Council shall consider the appeal at a scheduled closed record public hearing. The City Council may affirm, modify or reverse the decision of the Commission, or remand the decision to the Commission for further proceedings. Filing of an appeal shall suspend the issuance of any building or other required permit until the City Council has taken final action on the appeal.

Exhibit 6- January 25, 2023 Approved Minutes



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Landmarks & Design, Regular Meeting

January 25, 2023

5:45 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call

Roll Call Present- In Person: Fred Redmon, Amy McCoy, Zane Kanyer

Roll Call Present-Via Zoom: Dorothy Stanley

Absent: Darren Reid, Marty Blackson

Also present- In Person: Stacey Henderson- Senior Planner, Jamey Ayling- CD Director, Kathy Boots- Planning Technician, Terry Weiner-City Attorney, Heidi Behrends Cerniwey-City Manager, Brad Case-Parks and Recreation Director, Pat Kelleher

Also present- Via Zoom: Mark Johnson, Lujan Zhang, Nikki, Brian Bishop, Jerry Dougherty, Tyler Withuhn, Karissa Witt

2. Approval of Agenda

Commissioner Redmon moved to approve the agenda. **Motion Approved 4-0.**

3. Approval of the Minutes

Approval of Minutes from the January 4, 2023, LDC meeting.

Commissioner Stanley moved to approve the minutes. **Motion Approved 4-0.**

4. New Business

A. (P22-115) Public Hearing for Consideration of a COA for the proposed demolition of the old Wells Fargo Bank building and Rotary Pavilion.

Appearance of Fairness reviewed. Pat Kelleher objected. Kelleher stated Commissioner Redmon did not disclose that he participated in the design. Commissioner Redmon stated he represented Landmarks and Design in a stakeholders meeting. Attorney Weiner stated due to the nature of the communication it would be up to Commissioner Redmon to decide if he wanted to recuse himself. Redmon did not recuse himself. Henderson read staff report. Staff recommended the Commission grant the COA for the demo of the old Wells Fargo Bank

building and Rotary Pavilion as proposed with one condition; that photo documentation of the building shall be completed by the applicant prior to the demolition and the records be provided to the City of Ellensburg and Kittitas County Historical Museum. Architects reviewed other options they considered before demolition of the buildings. Public comment opened. Pat Kelleher (6530 Wilson Creek Road) expressed concern over destroying buildings before they become historic, firm figures needed for repair of buildings, and wants new buildings to fit in. Jerry Dougherty (1804 W Creeksedge Way) Commissioner on Arts Commission stated removal of current buildings is preferred. Dougherty stated the cost of ADA access and functionality would be high on existing buildings and preserving buildings that don't fit community needs doesn't make sense. Pat Kelleher submitted written comments to staff which are part of the record. Public comment closed. Commissioner Kanyer read findings of fact and motioned approval of COA as staff recommended with condition. Commissioner Stanley seconded the motion. Commission deliberated. Motion to approve the COA for the proposed demolition of the old Wells Fargo Bank building and Rotary Pavilion and a second was made. **Motion approved 3-1 (Commissioner Stanley opposed). COA granted.**

B. (P23-002) Public Hearing for Consideration of a COA for the proposed designs of several new structures to be located within the new Unity Park, on Parcel ID #146933.

Appearance of Fairness reviewed. Commissioner Redmon stated he had represented the Landmarks and Design Commission at a stakeholder meeting. Planner Henderson read staff report. Written public comment was received and is part of the record. Staff recommend the COA be granted including stage backdrop, comfort station, shaded structure, and light pole. Park plan was presented by staff and applicant. Public comment opened. Pat Kelleher (6530 Wilson Creek Road) expressed concerns over hostile architecture, delivery trucks blocking alley, and less parking. Jerry Dougherty (1804 W Creeksedge Way) represents Arts Commission, and they look forward to working with designer to create new art/murals, utilizing existing art, and outdoor performance area. Tyler Withuhn (307 W 13th Ave) treasurer of the Downtown Association commented on pergola benches being non-removable, adding power supply around the park, children getting hurt on climbing structure, and lighting. Applicant responded to public concerns. Commissioners addressed questions to applicant. Applicant responded. Public comment closed. Findings of fact read. Commissioner Redmon motioned to approve the recommendations of staff with condition that future COAs be obtained for murals, permanent art, or sculptures on the parcel. Commissioner Kayner seconded the motion. Commission deliberated. Chair McCoy motioned to amend Commissioner Redmon's motion to add a second condition that the lighting in the pergola must be complimentary of the downtown core lighting system. Commissioner Kanyer seconded the motion for amendment of motion. No discussion. **Motion to amend was approved 4-0 vote. No discussion on main motion. Motion as amended with two conditions was approved 3-1 (Commissioner Stanley opposed). COA granted.**

5. Old Business

6. Citizen Comment

7. Staff Update/Discussion Items

February 7, 2023 - Next Meeting
February 22, 2023- DHAP Training

Staff completed yearly report of LDC activity and will send it out to the Commission.
No applications have been received for open seat.

8. Commission Representative Update

9. Adjournment

Chair McCoy adjourned the meeting.



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

STAFF REPORT

City Council Meeting Date: March 20, 2023

Item Title/Agenda Subject: (P23-019) Closed Record Appeal Hearing to review LDC COA approval (P23-002): Proposed New Construction in Downtown Landmarks Historic District.

To: Ellensburg City Council

Submitted by: Stacey Henderson, Senior Planner – Historic Preservation

SUMMARY:

The purpose of this closed record hearing is for City Council to consider an appeal filed by Pat Kelleher of a decision issued by the City of Ellensburg Landmarks and Design Commission (LDC). Specifically, a Certificate of Appropriateness (COA) was issued by the LDC on January 27, 2023, to applicant Brad Case with the City of Ellensburg, granting authority to proceed with the proposed new construction of the structures to be built in the new Unity Park, located at 4th and Pearl, on Parcel ID #146933. The COA was issued with two conditions of approval. Mr. Kelleher timely filed his appeal of the COA on February 13, 2023. Per ECC 15.280.090(C)(2)(e), the commission's decision on a COA may be appealed to the City Council in a closed record appeal hearing.

BACKGROUND:

The application for COA (P23-002) was submitted by Brad Case and the City of Ellensburg, on January 4, 2023. The City of Ellensburg is listed as the owner of the subject property, Parcel ID #146933. The application was deemed complete by the City on January 9, 2023.

Consideration of the COA is subject to the process specified in Chapter 15.280 ECC, and as such the proposal is to be discussed by the LDC in an open record public hearing. A notice for that public hearing was advertised in the January 7, 2023 edition of the Daily Record newspaper for a Special Meeting Date of January 25, 2023.

In the open record public hearing on January 25, 2023, the LDC reviewed the proposed structure designs, and approved the proposed new construction with two conditions not at issue in this Appeal. (Approved COA Exhibit 4) **Approved 3-1.**

COA APPLICATION AND REVIEW BY LDC:

A staff agenda report (Exhibit 2) was prepared for the LDC's review in consideration of the submitted COA application. Pages 1 and 2 of that report reference the section of the ECC which must be reviewed (as outlined earlier in this report) by the LDC – ECC 15.280.090. The staff report describes the proposal as submitted by the applicant for the new Unity Park structures. The report also explains the relationship of the proposed new designs to the character of the surrounding historic buildings per ECC 15.530.020.

The applicant's proposal was presented by the applicant's landscape architects, who described the comfort station, shade structures, light poles, and stage wall as included in the submittal, with accompanying architectural drawings of the proposed buildings. The applicant's narrative (Exhibit 2, p. 9-11) explains the concept behind the proposed designs, as well as reasoning behind some of the design choices. The plans describe how the proposed new structures will fit in with the surrounding buildings, and the existing datum lines are reflected in the height of the new buildings.

Public testimony was also received at the LDC hearing from the Appellant (Mr. Kelleher), as well as Jerry Dougherty on behalf of the Ellensburg Arts Commission, and Tyler Withuhn on behalf of the Ellensburg Downtown Association. Their testimony is summarized in the LDC meeting minutes (Exhibit 5, p. 2).

In presenting the agenda report to the LDC, the following recommendation was made in writing and at the meeting:

Staff has reviewed the criteria in the Ellensburg City Code and recommends that the Certificate of Appropriateness (COA) be granted by the Commission for the proposed new construction of the comfort station, shade structures, stage wall, and light posts, as proposed with **one condition**:

1. The applicant shall obtain an additional COA for the installation of any Murals or permanent art or sculpture to be installed on the subject parcel.

As mentioned in the minutes of the January 25, 2023 public hearing (Exhibit 5), the motion was amended to add an additional condition.

1. The applicant shall work closely with the City and Parks Department to ensure that the color and condition of the lighting matches as closely as possible to the existing lighting in the downtown historic district.

APPEAL PROCEEDINGS:

The decision rendered by the Landmarks and Design Commission to approve the COA for the proposed new structures, has been appealed by appellant Pat Kelleher. (Exhibit 1)

Standard of Review for Appeal

ECC 15.230.070(G) sets forth the standard of review for City Council's determination of this appeal as follows:

The appeal body shall determine whether there is **substantial evidence** in the administrative record to support an affirmative finding **that one of the grounds for administrative appeal raised by the appellant has been met**. The appeal body may affirm, modify, or reverse the decision of the hearing body. (emphasis added)

In addition, "The **appellant shall bear the burden** to demonstrate that at least one of the grounds for administrative appeal as set forth in ECC 15.230.050 has occurred." ECC 15.230.070(F) (emphasis added).

The issuance of a COA by the LDC is a Type II decision per ECC 15.210.030(B). Therefore, the "grounds" referred to above refer to those specified in ECC 15.230.050, as follows:

Any appeal to Type II and III project permit decisions shall be linked to the criteria of the underlying project permit decision. The grounds for filing an appeal shall be limited to the following:

- A. The designated decision-maker exceeded his or her jurisdiction or authority;
- B. The designated decision-maker failed to follow applicable procedures in reaching the decision;
- C. The designated decision-maker committed an error of law; or
- D. The findings, conclusions or decision prepared by the designated decision-maker are not supported by substantial evidence.

Council's decision must be followed by a written decision with findings and conclusions. ECC 15.230.070(H).

Closed Record Appeal Hearing Procedure

The procedure for City Council to conduct the hearing is governed by ECC 15.230.090(B) and (C):

B. The procedure for closed record hearing or appeal hearing shall be the same as set forth in ECC 15.230.080, Open record hearing or appeal hearing proceedings, except that:

1. The closed record hearing shall be limited solely to the record established in the predecision open record hearing on which the decision was made and the hearing body shall be limited in its review to determining whether the decision is supported by the record. The appeal body may decide:

- a. To uphold the decision as being supported by the record; or

- b. Reverse the decision as not being supported by the record.

2. Participation in the closed record hearing shall be limited to the city, including all staff, the applicant for the proposal subject to appeal, and those persons or entities which have timely filed complete written appeal statements and paid the appeal fee. No new testimony or evidence can be entered into the record although the hearing body can seek clarification of the record.

3. Public noticing requirements for closed record hearings will be limited to the applicant and parties of record.

C. The designated appeal body shall issue a decision on the appeal within 21 calendar days after the conclusion of the appeal hearing, unless the project permit applicant has agreed in writing to an extension of that time frame.

STAFF ANALYSIS OF APPEAL:

As noted, Council's obligation is to determine whether the appellant has carried his burden of proof to show the appeal is supported by substantial evidence in the record. Council should not, however, make any determinations of fact in this closed record hearing, and must only rely on the evidence and testimony presented to the LDC in the previous open record hearing, along with this report (including exhibits and materials submitted by the appellant with his appeal) and any arguments presented during the closed record hearing.

The appeal document lists six reasons for the appeal, which are each responded to below. The documentation submitted with the appeal also includes extensive arguments in favor of preserving and reusing the bank building, which is not applicable to this appeal, and is therefore not addressed in this report. The documentation also refers to other issues that are not specifically cited in the appeal (e.g., loss of trees, alley blockage and his own alternative design concepts) and should therefore not be considered by Council in this appeal.

Appeal Issue No. 1

“Finding of Fact 2 & 4 are not supported by the record. The replacement building is 1/3 the mass, and half the height of existing buildings historic district. The size and massing of the proposed comfort building is too small in scale to fit the Historic District.” Ex. 1, p. 3.

Staff Response to Appeal Issue No. 1

The drawings provided demonstrate a proposed building height that reflects first floor heights and datum lines of storefronts at surrounding buildings, creating a visual connection between the comfort station and surrounding context.

The applicant narrative (Exhibit 2, p.9-11) explains the reasoning behind many choices made during the design process, and how context influenced the proposed new structures. For example, the excerpt below explains the inspiration behind the size of the buildings, the brick patterns, and the ways in which the design supports easy use of the park and opens visual site lines.

“A key feature of the new park is a comfort station with three gender neutral restrooms, a mechanical chase, and concierge with storage space. The building will be located at the southwest corner of the park, anchoring the edge along the alley, and reinforcing the urban grid, while also opening up the prominent southeast corner as a gateway into the park. This building location allows for unobstructed views within the park and views and access into the space from all three edges. The comfort station design is inspired by its context. Similar to the ground floor of the adjacent urban fabric, the ground floor level sets a horizontal datum on the block, with urban façade materials (glazing, doorways, alcoves) extending up to this line (see Comfort station concept package for diagrams). Corners and opaque walls are typically brick, and where occurs, detailed brickwork is more prominent at the ground level, corners, and cornices. The proposed design builds upon this urban, ground floor craft and character through masonry detailing, a building height that is similar to the base height of the block, and clearly indicated entrances and places where people enter the building. Opaque masonry walls are treated with masonry relief and can accommodate locations for artwork. The height of the roof line marks a datum consistent with adjacent storefronts. This same datum is maintained throughout the heights of the shade structures and stage backdrop walls.”

Appeal Issue No. 2

“The proposed architectural features cannot be found in the existing historic district. The design is out of Sunset Magazine, appropriate to hotter climates in Southern California.” Ex. 1, p. 3.

Staff Response to Appeal Issue No. 2

The appellant does not cite any specific code or design requirement to support this allegation. Nonetheless, Exhibit 2 provides contextual example photographs of brick

designs and patterns found in the historic district, and renderings showing the proposed structures in context with surrounding buildings. Many different architectural styles and materials can be found in this downtown district, including stucco Art Deco and Streamline Moderne buildings, and mid-century elongated brick patterns.

ECC 15.530.020(B)(1)(h) is the only applicable condition for new infill construction, and states that new additions and infill construction shall be compatible with massing, scale, materials, and architectural features of adjacent historic structures. The proposed structures reflect similar materials and patterns as seen in the brick work examples, and heights of the proposed structures are shown to reflect the heights of features on the surrounding structures.

Appeal Issue No. 3

“No findings of facts are provided for Items ECC 15.530.020(b) 1) a, b, c, d, e, f, g”. [sic] [The correct ECC is ECC 15.230.020(B)(1)(a-e).] Ex. 1, p. 3.

Staff Response to Appeal Issue No. 3

The code section cited by the appellant does not apply to the proposed project with one exception. The proposal is to construct new structures (i.e., new infill construction), and ECC 15.530.020(B) provides that:

1. All development projects identified on the Ellensburg landmarks register are subject to review by the Ellensburg landmarks and design commission per Chapter 15.280 ECC and conformance with the following design standards for rehabilitating existing buildings. (emphasis added)

The applicant’s proposal is for new (infill) construction, not alteration or rehabilitation of an “existing building.” Therefore, the design standards in ECC 15.530.020(B)(1)(a-g) do not apply to this project. The only applicable design standard is ECC 15.530.020(B)(1)(h), which is for new infill construction and was, in fact, listed in the COA’s Findings of Fact (Exhibit 4, Findings of Fact #2). Many different types of projects can be reviewed by the commission, and not all design standards apply to every project.

Appeal Issue No. 4:

“The architectural design and furnishings does [sic] not retain or preserve the overall historic character of the district.” Ex. 1, p. 3.

Staff Response to Appeal Issue No. 4

As stated, the only required design guideline for infill construction, per ECC 15.530.020(B)(1)(h), states: “Design new additions to existing buildings and new infill construction to be compatible with the massing, scale, materials, and architectural features of adjacent historic structures” (emphasis added). In other words, the design is judged for compatibility with adjacent buildings, *not the entire historic district*.

Appeal Issue No. 5

“The water feature will at best be in operation 3 months during the year and is not reflected [sic] of a historic district.” Ex. 1, p. 3.

Staff Response to Appeal Issue No. 5

There is no authority for the LDC to review operational details of an application (the water feature). Ellensburg City Code, including ECC 15.280 and 15.530 and the adopted historic design guidelines, do not dictate allowed uses within the historic district. Evaluating the compatibility of a water feature in the historic downtown is not within the authority of the LDC, and is not applicable to this COA application or review.

Appeal Issue No. 6

“The Historic District will lose 27 off-street Unity Park parking [sic]. These existing off street public parking spaces were approved by the City Council in the Park, lined and 2 handicap parking spaces marked. The City currently enforces parking rules and vacates the parking lot for community events. Just like streets are vacated during the Farmers Market.”

“No consideration or mitigation is provided for loss of existing public off street parking and the change of alley use.” Ex. 1, p. 3.

Staff Response to Appeal Issue No. 6

The appellant does not cite any authority that the LDC may review issues related to parking in a historic district, much less with the project itself. There is no authority for such review in either Chapter 15.280 ECC or 15.530 ECC. Thus, there is no basis for appealing the COA on this issue.

STAFF RECOMMENDATION:

Following the public hearing, provide staff direction on proposed findings and conclusions, which will be returned to Council for approval at its April 3, 2023 meeting unless the project permit applicant agrees to an extension in writing of that date per ECC 15.230.090(C).

Exhibits:

1. Appellant Submittal with Documents
2. January 25, 2023 Staff Report
3. January 25, 2023 Applicant Presentation
4. Kelleher January 25, 2023 Public Comments
5. Signed COA
6. January 25, 2023 Approved Minutes

Exhibit 1- Appellant Submittal with Documents

Feb 10, 2023

From Pat Kelleher 6530 Wilson Creek Road Ellensburg 509-899-9490

Re: Notice of appeal concerning P23-002



THE LANDMARKS & DESIGN COMMISSION

Findings of Fact and Decision Application for a Certificate of Appropriateness (COA) Submitted by Brad Case

This matter, having come before the City of Ellensburg Landmarks & Design Commission (hereinafter, LDC) for a **Certificate of Appropriateness** (hereinafter, COA), in an open record public hearing on Wednesday January 25, 2023, considered the application (P23-002) submitted by agent Brad Case, for the request to build several new structures on Parcel ID #146933. These new structures are associated with the proposed Unity Park Plan, and include a comfort station, 5 shade structures, lighting, and a backdrop wall behind the stage. The proposed location for this work is within the Downtown Ellensburg National Register Historic District, and Local Landmarks District.

The LDC, having taken evidence at the hearing, makes the following **Findings of Fact** and **Decision** related to the above referenced matter:

FINDINGS OF FACT

1. Per ECC Sections 15.280.090, and 15.530.020, the LDC has jurisdiction to review this project.
2. The project has been found to be in keeping with one of the required building design standards of ECC 15.530.020, specifically that:
 - h. The new infill construction is compatible with the massing, scale, materials, and architectural features of adjacent historic structures.
3. The Applicant is the agent for the owner of this property and can pursue this action. The Parcel is ID #149633, and is located in the Ellensburg Downtown National Register District and Local Landmarks District.
4. It is in the interest of the City of Ellensburg to have the historic character of the district maintained and preserved. If approved, this proposal would not negatively alter the character-defining features of the downtown historic district.
5. Public Comment was received by Pat Kelleher, Jerry Dougherty, and Tyler Witthuhn.

Page 1 of 2

DECISION

Based upon the above Findings of Fact, the LDC hereby **approves** the **Certificate of Appropriateness (COA)** for the proposed new construction of the comfort station, shade structures, stage wall, and light posts, as proposed, with **two conditions**:

- 1) The applicant shall obtain an additional COA for the installation of any Murals or permanent art or sculpture to be installed on the subject parcel.
- 2) The applicant shall work closely with the City and Parks department to ensure that the color and condition of the lighting matches as closely as possible to the existing lighting in the downtown historic district.

Pat Kelleher is a party to the proceeding and personal interests are negatively impacted by the demolition approval.

Finding of fact 2 & 4 are not supported by the record. The replacement building is 1/3 the mass, and half the height of existing buildings historic district. . The size and massing of the purposed comfort building is too small in scale to fit the Historic District.

The proposed architectural features cannot be found in the existing historic district. The design is out of Sunset Magazine, appropriate to hotter climates in Southern California.

No finding of facts are provided for Items ECC15.530.020 (B) 1) a,b,c,d,e,f,g.

The architectural design and furnishings does not retain or preserve the overall historic character of the district.

The water feature will at best be in operation 3 months during the year and is not reflected of a historic district.

The Historic District will lose 27 off-street Unity Park parking. These existing off street public parking spaces were approved by the City Council in the Park, lined and 2 handicap parking spaces marked . The City currently enforces parking rules and vacates the parking lot for community events. Just like streets are vacated during the Farmers Market.

No consideration or mitigation is provided for loss of existing public off street parking and the change of alley use.

Additionally, the Commission shall also review the Building Design criteria as found in ECC Chapter 15.530. More specifically, the building design criteria which is applicable to historic buildings and districts is found in ECC 15.530.020, as follows:

ECC 15.530.020 Building Design: Historic Buildings and Districts

- A. Purpose. To preserve and reinforce the historic character of Ellensburg's downtown and older residential areas.
- B. Historic Buildings and Districts Standards and Guidelines.
 - 1) All development projects identified on the Ellensburg landmarks register are subject to review by the Ellensburg landmarks and design commission per Chapter 15.280 ECC and conformance with the following design standards for rehabilitating existing buildings.
 - a. Retain and preserve the overall historic character of the building;
 - b. Ensure that proposed alterations are compatible with the building's own architectural character, and do not create a false historical appearance;
 - c. Retain and preserve early alterations which have architectural significance in their own right;
 - d. Treat distinctive original features, finishes, and examples of skilled craftsmanship with sensitivity;
 - e. Repair rather than replace deteriorated architectural features whenever possible;
 - f. Use the gentlest means possible when surface cleaning exterior masonry;
 - g. Protect and preserve significant archaeological sites affected by the project, or provide mitigation for their disturbance; and
 - h. Design new additions to existing buildings and new infill construction to be compatible with the massing, scale, materials, and architectural features of adjacent historic structures.

The following is provided to clarify my testimony during the public hearing and the emails submitted before the Public Hearing included in the record of the proceeding.

My attached filing has been modified over time. A version was first submitted to the City Clerk after the Community meeting.



Just add firehouse doors.....



There has always been an alternate plan to repurpose the Wells Fargo Building.

Reasons to keep the Wells Fargo Drive-Thru

Building has been in historic district for 41 years

Repurpose will be less expensive.

Firehouse doors look will look great

Volume of building creates PLAZA experience

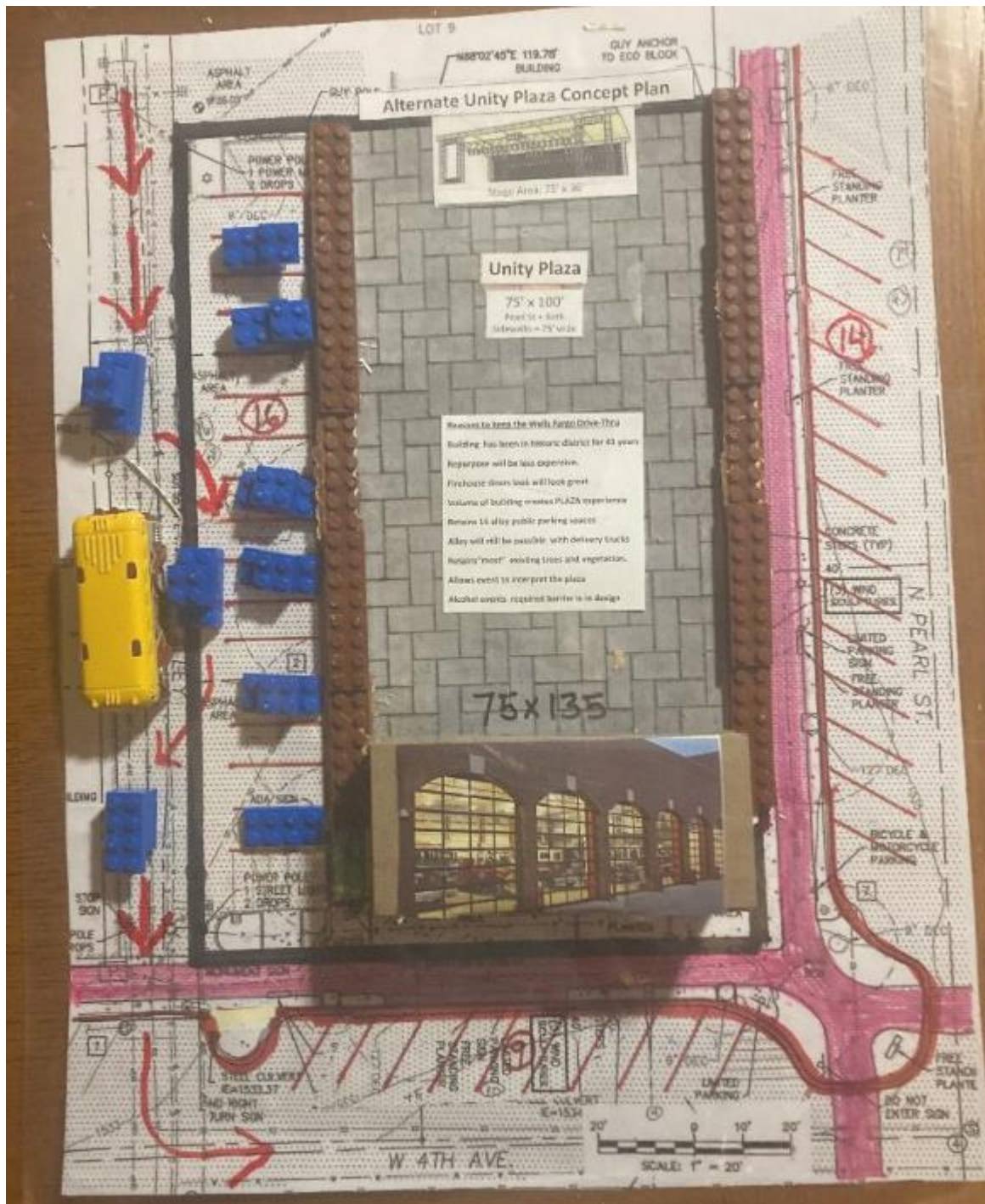
Retains 16 alley public parking spaces

Alley will still be passible with delivery trucks

Retains"most" existing trees and vegetation.

Allows event to interpret the plaza

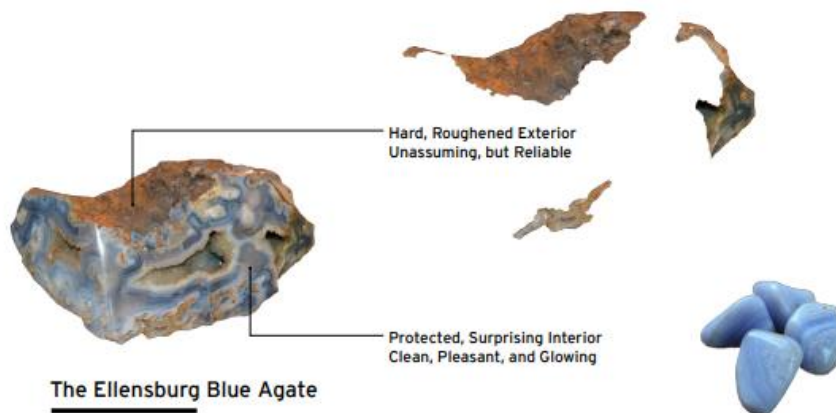
Alcohol events required barrier is in design



Landmarks and Design Commission approved the demolition of the Wells Fargo Drive-thru building as requested by the City Parks Director. This is part of the \$2.2 million Unity Park project that the City

Council has contracted with the award winning design firm of Walker Massey from Seattle. Walker Massey plan is to replace the Wells Fargo building with a three hole outhouse for us hayseeds of Ellensburg.

CONCEPT DEVELOPMENT AND CHARACTER



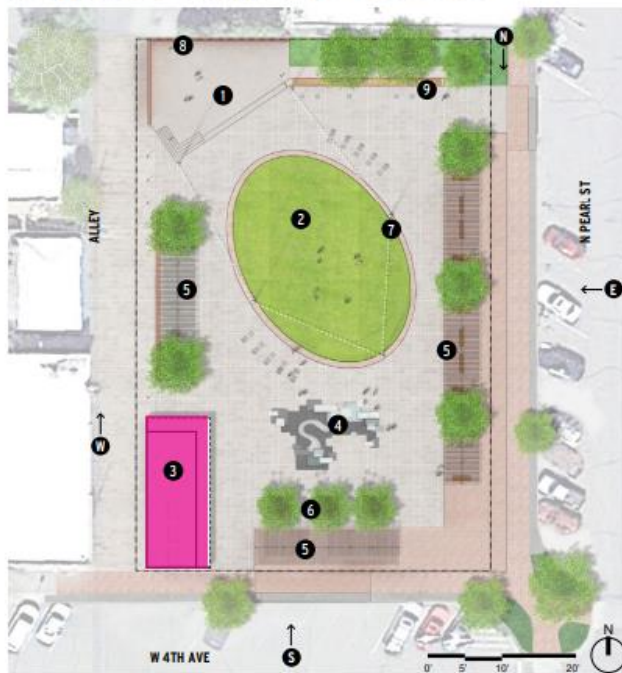
WALKER|MACY |||||

UNITY PARK
City of Ellensburg, Washington 37

“Inspired by the Ellensburg Blue agate, the building takes on a form that is hard on the exterior(masonry), and holds an element of surprise (luminous, smooth interior). **Public restroom interiors** typically require a resilient finish, so the team adopted a color palette of resilient materials (color-body tiles) based on the range of blue agates, and skylights to create a wash of natural light and surprise for users.”

Seattle has a high rise public restroom with a panoramic vista of the city skyline. Thanks to Walker Macy Ellensburg will have a Million Dollar Loo “inspired” by the Ellensburg Blue.

RENDERED PLAN AND CONTEXT



WALKER | MACY

- | | | |
|---------------------|-------------------------------|----------------------------|
| 1 Stage (permanent) | 4 Water Feature | 7 Lighting / Sound Support |
| 2 Lawn | 5 Shade Structure (permanent) | 8 Screen / Wind Block |
| 3 Comfort Station | 6 Picnic Grove | 9 Permanent Seating |



UNITY PARK
City of Ellensburg, Washington

16

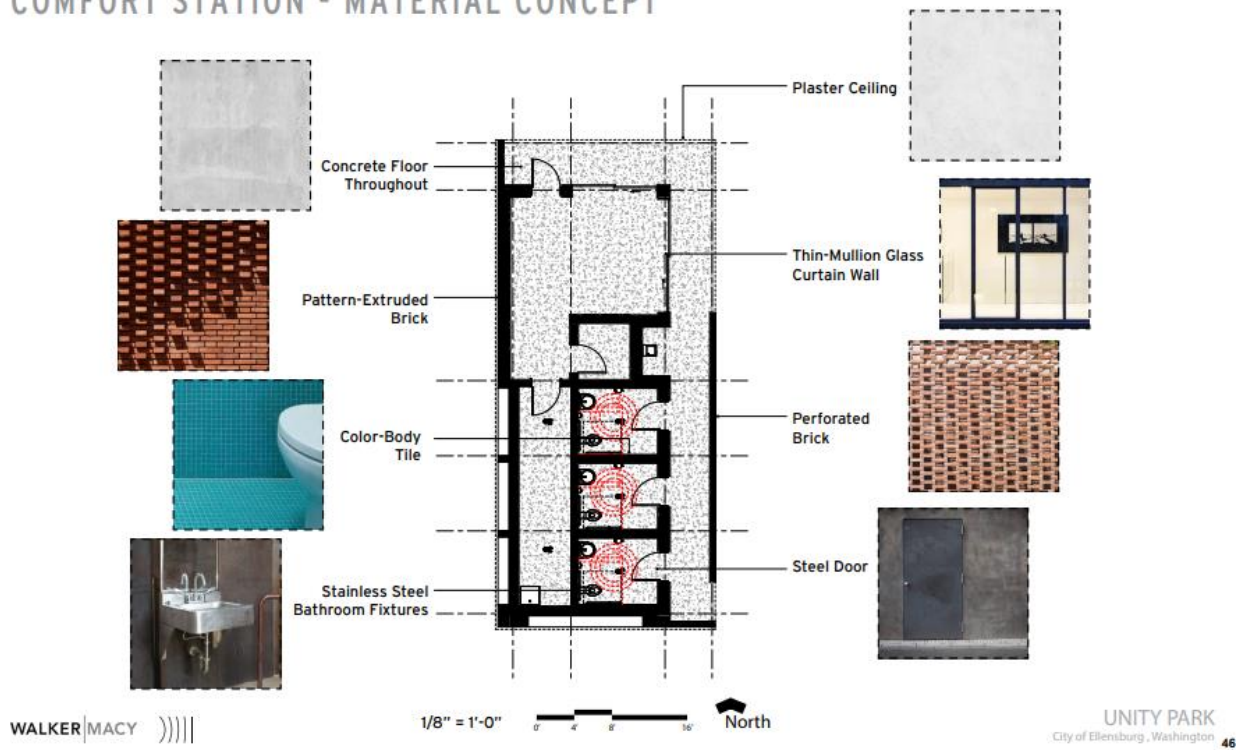
COMFORT STATION - SITE ELEVATIONS



COMFORT STATION - ELEVATIONS



COMFORT STATION - MATERIAL CONCEPT



Parking

A 2019 parking study exists for the downtown, this plan leaves 17 alley parking spaces out of the existing total of the 30 spaces.

The yellow area is the area of potential effects of the preferred plan.

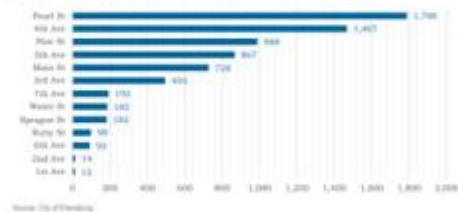


**17 spaces x \$1800 =
\$30,600/year in parking
mitigation**

Parking citations, Aug 2015-March 2018 numbered 1,788 for Pearl street alone. What is updated information and how will this be addressed.

The majority of downtown parking citations occur on five downtown streets. Between January 2015 and April 2018, there were approximately 7,000 downtown parking violations, or approximately 2,000 per year. The five streets with the most violations represent 84% of all citations. Pearl Street and 4th Avenue had the most citations, followed by Pine Street, 5th Avenue and Main Street (Figure 10).

Figure 10 Parking Citations, by Downtown Street (January 2015 – March 2018)



Necon/Hygeant Consulting Associates, Inc. | 3-3

Alley parking

Making and/or retaining 17 parking spaces along the alley MAKES THE CITY \$1,800 ANNUALIZED COST PER SPACE X 17 SPACES = \$30,600 PER YEAR!!!!!!!!!!!!!! With no capital outlay



Parking has never been addressed. This will be the only Ellensburg park with zero off street parking . Worse 27 existing off street public parking spaces in the Historic District will be lost. The alternate proposal would retain 16 off street spaces while allowing a vehicle to pass delivery trucks that in the future will block the alley. The applicant has the right to build to the lot line, but it is in the public interest to retain the off street parking and delivery truck bypass to increase the business health of the Historic District.



By maintaining Off street alley parking at the site, vehicles can bypass delivery trucks that are unloading



The Parks Commission is out of step with Walker Macy's vision

Not in the record is the fact the Parks Commission never made a motion to approve and forward the Unity Park plan to the City Council.

The Parks Commission did approve and forward the City Council a letter on hostile architecture. When the Parks Commission discussed the letter the drafter specifically mentioned Pergolas as being hostile because they lacked a roof.

Shade Structures

Permanent shade structures (pergolas) will line the edges of the park providing much needed shade while maintaining the linear grid of the surrounding downtown. The structures hold the park edges providing both rhythm and organization to the overall park design. The shade structure design is simple and timeless, complimenting the comfort station and stage backdrop walls in size and materiality. We envision the frame of the shade structure as painted metal and the slats above as wood. Open overhead slats will provide shade protection without creating a solid roof. The height of the shade structures matches the height to of the comfort station and stage backdrop walls creating a direct relationship amongst all the park's vertical elements.

SHADE STRUCTURES - WEST EDGE



WALKER|MACY)|||

UNITY PARK
City of Ellensburg, Washington 50

To become a Tree City USA , a community must have:

1. A tree board or department.
2. A tree care ordinance.
3. A community forestry program with an annual budget of at least \$2 per capita.
4. An Arbor Day observation and proclamation.

Cutting down all 41 year old trees on site will not endanger Ellensburg status as “A Tree City Usa”

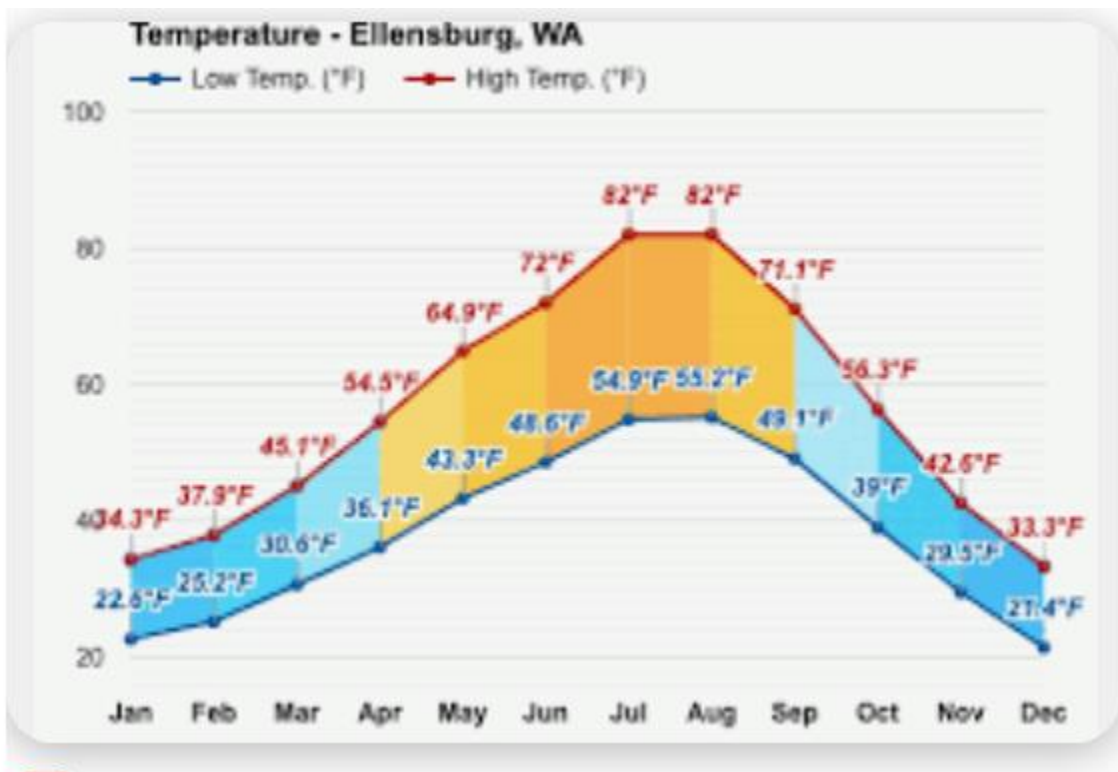
Water Feature

EVENT LIGHT POLES



WALKER|MACY))))

UNITY PARK
City of Ellensburg, Washington 55



City Council Approved “Preferred Concept Plan” on 9/19/22. \$1.8 Million Budget with no costing information. For more information Google: Unity Park

Wells Fargo building just needs to be repurposed

To the Editor:

Our city purchased the Wells Fargo Building in 2019 for \$799,999. Located on the corner of 4th and Pearl it is a 2,200 square foot building on a half-acre lot.

Last Monday our City authorized an additional \$1.8 million to remove the Wells Fargo Building and all lot vegetation. Three new unisex restrooms and a 256-square feet concierge space will be built on the lot. The new building will look like the city-owned restrooms at Third and Main. The consultant could spend the entire city treasury polishing that style building and it will still look like a stool.

When the new restrooms are completed visitors to our historic downtown will be treated like Kings and Queens. In addition to sitting on golden thrones costing over \$800,000 each, the city plans to hire concierges.

This extravagant train can only be stopped with four yes votes on a Monday.

I will continue to voice my belief that the Wells Fargo Building is the diamond of Unity Plaza. The building just needs to be repurposed. I will pontificate until the consultants contracted de-construction crew shatters the Well Fargo Building.

Pat Kelleher
Ellensburg

Agenda Item 8.B. - Exhibit 1, page 17 of 79

Alternate Unity Plaza Concept Plan



Stage Area: 75' x 36'

Unity Plaza

75' x 100'

Pearl St + Both
Sidewalks = 75' wide



Photo of the Stuarts

Dry Granite Boulder Riverbed

Hitching Post

Existing and extended greenery

Food Trucks on Pearl Street

Barn Quilt

← Mini Storage →

← Controlled Walk-Through →

Green Room

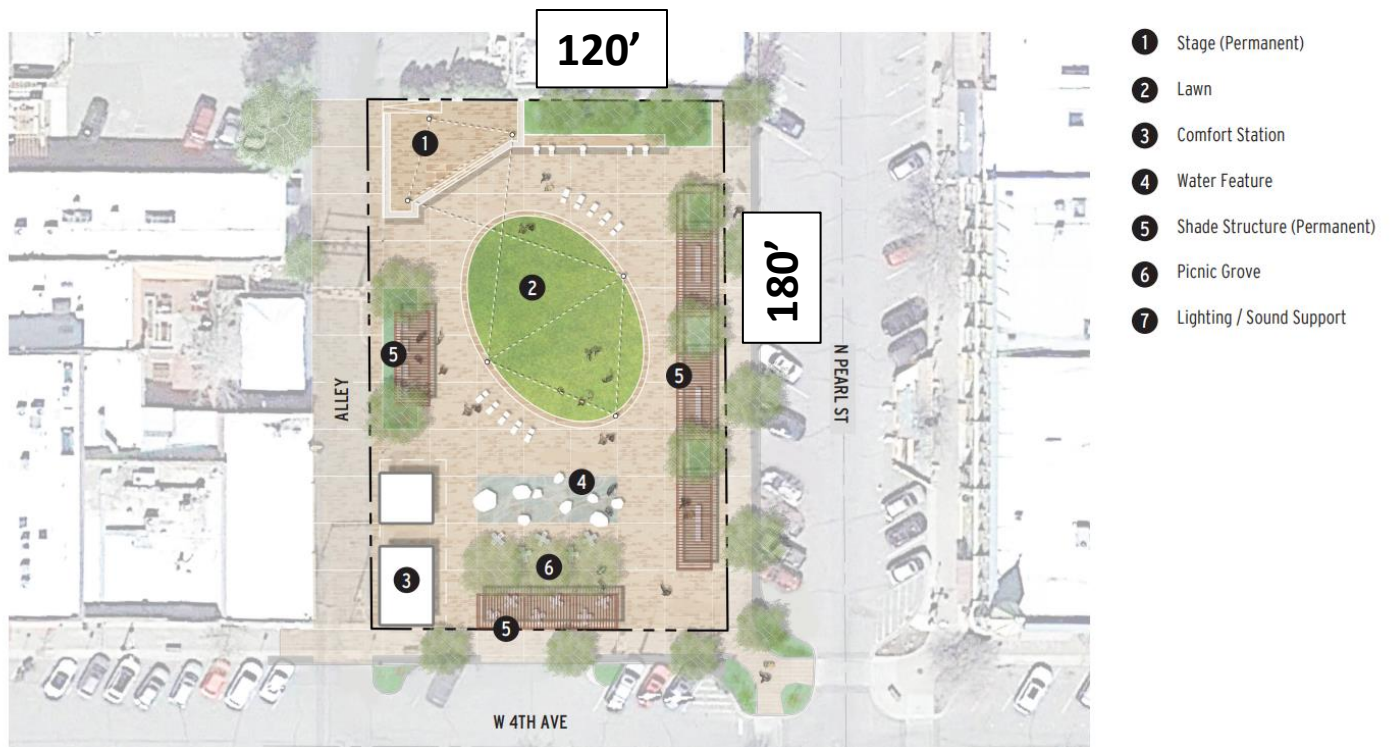


PREFERRED CONCEPT PLAN

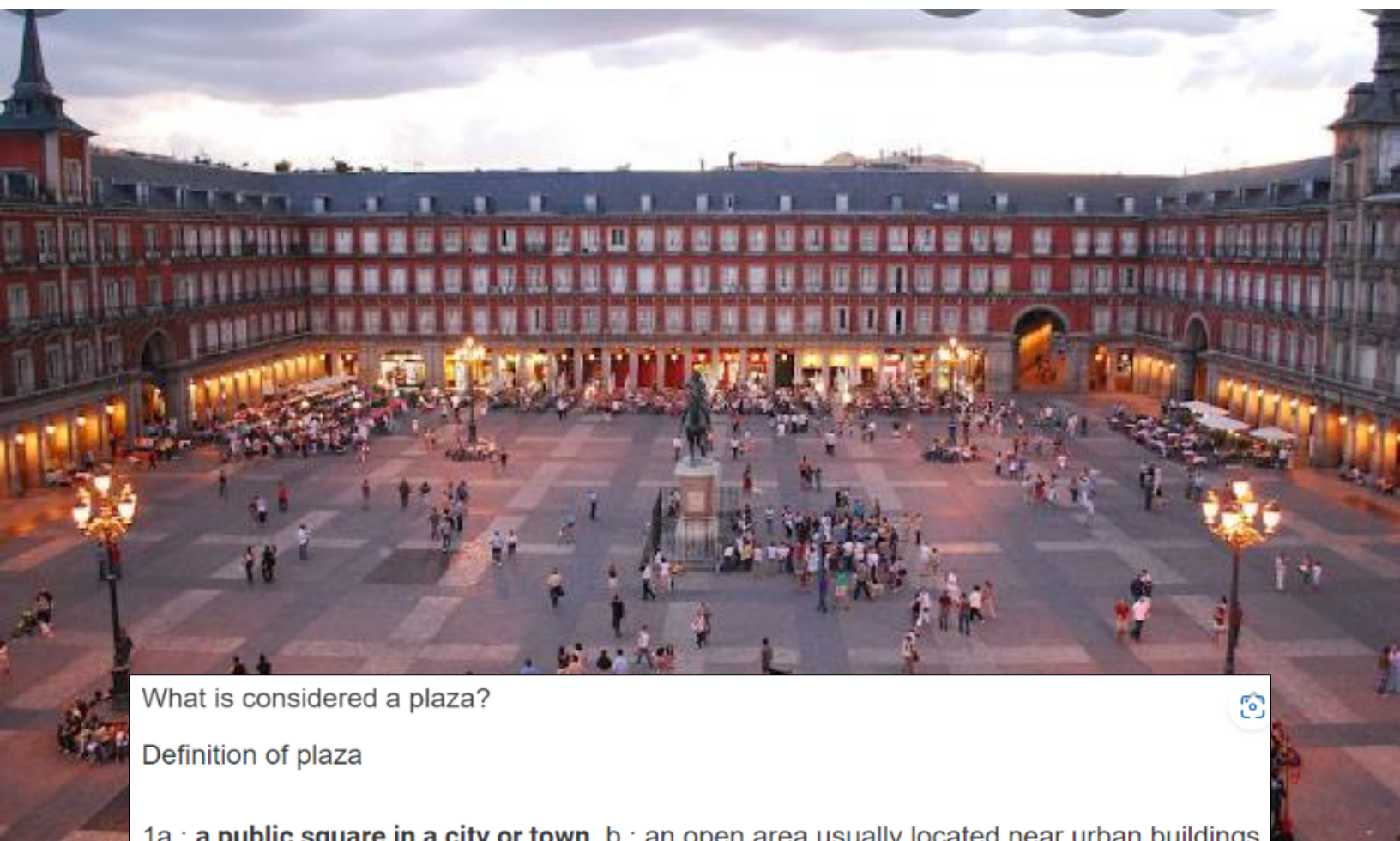


City Council Approved Monday September 19th \$1.8 Million Budget with no costing information

PREFERRED CONCEPT PLAN



120' x 180' = 21,600 sqft
0.5 acres



What is considered a plaza?

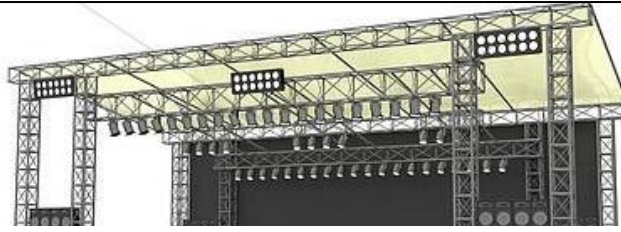


Definition of plaza

1a : **a public square in a city or town.** b : an open area usually located near urban buildings and often featuring walkways, trees and shrubs, places to sit, and sometimes shops. 2 : a place on a thoroughfare (such as a turnpike) at which all traffic must temporarily stop (as to pay tolls)

Unity Plaza

Alternate Unity Plaza Concept Plan



Stage Area: 75' x 36'

Photo of the Stuarts

Dry Granite Boulder Riverbed



Unity Plaza

75' x 100'
Pearl St + Both
Sidewalks = 75' wide



Hitching Post

Existing and extended greenery

Food Trucks on Pearl Street



← Mini Storage →

← Controlled Walk-Through →



Green Room

Review of Recommended Elements for Unity Plaza

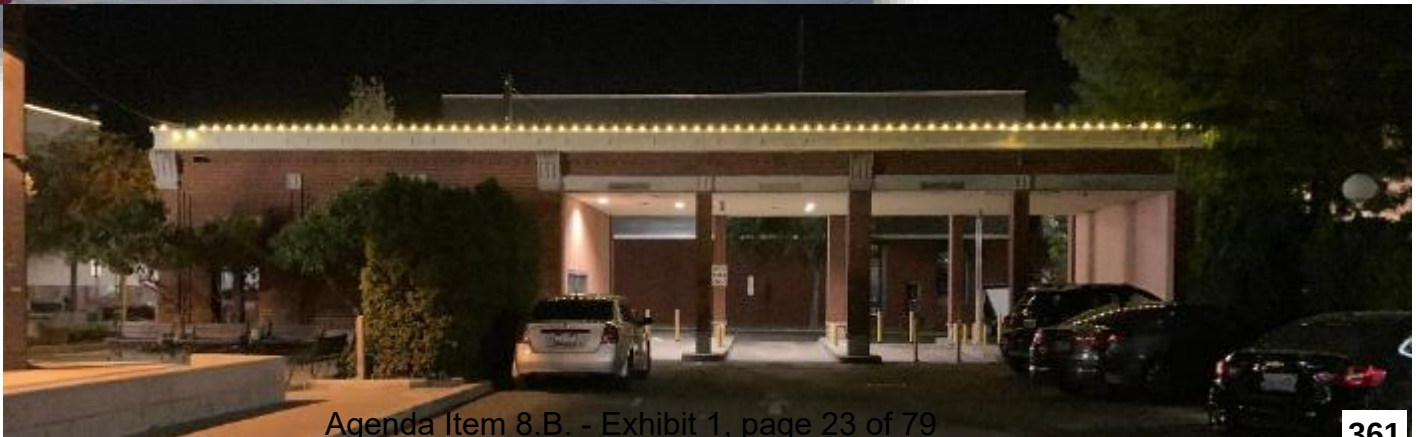
Defining 4 TH STREET Edge of Unity Plaza	
	Repurpose drive through with Firehouse FROSTED DOORS
	Repurpose drive through for 990 sqft Mini storage
	Remodel/ build new COMFORT STATION
	Remodel/build new CONCERAGE AREA 400 vice 256
	BARN QUILT
	MOVE BULL with selfie post
	Historical display
	Rotary and logo on building
Defining Pearl Street Edge of Unity Plaza	
	Vegetation/curbing
	Flagpole
	wind art
	Lean two hitching post
Defining Northern Edge of Unity Plaza	
	New Stage
	Sound system
	DICK ELLIOT ART
Defining Western Edge of Unity Plaza	
	MT STUART SIGN
	Dry Granite cobble CREEK BED
	Watersplash pad moved to alder park/unity park
	New Vegetation
	Alley Fence
Defining Interior Space of Unity Plaza	
	PAVERS FOR 7,500 versus 21,600 SQ FEET
	staff time to READY PARK FOR ALCOHOL EVENT
Defining Alley Edge of Unity Plaza	
	Dog park
	Paint hold short line
	Repave for 14 spots
Defining Optional Electric Alley Edge of Unity Plaza	
	Install 7 dc level 3 charges
	Solar panels on drive through

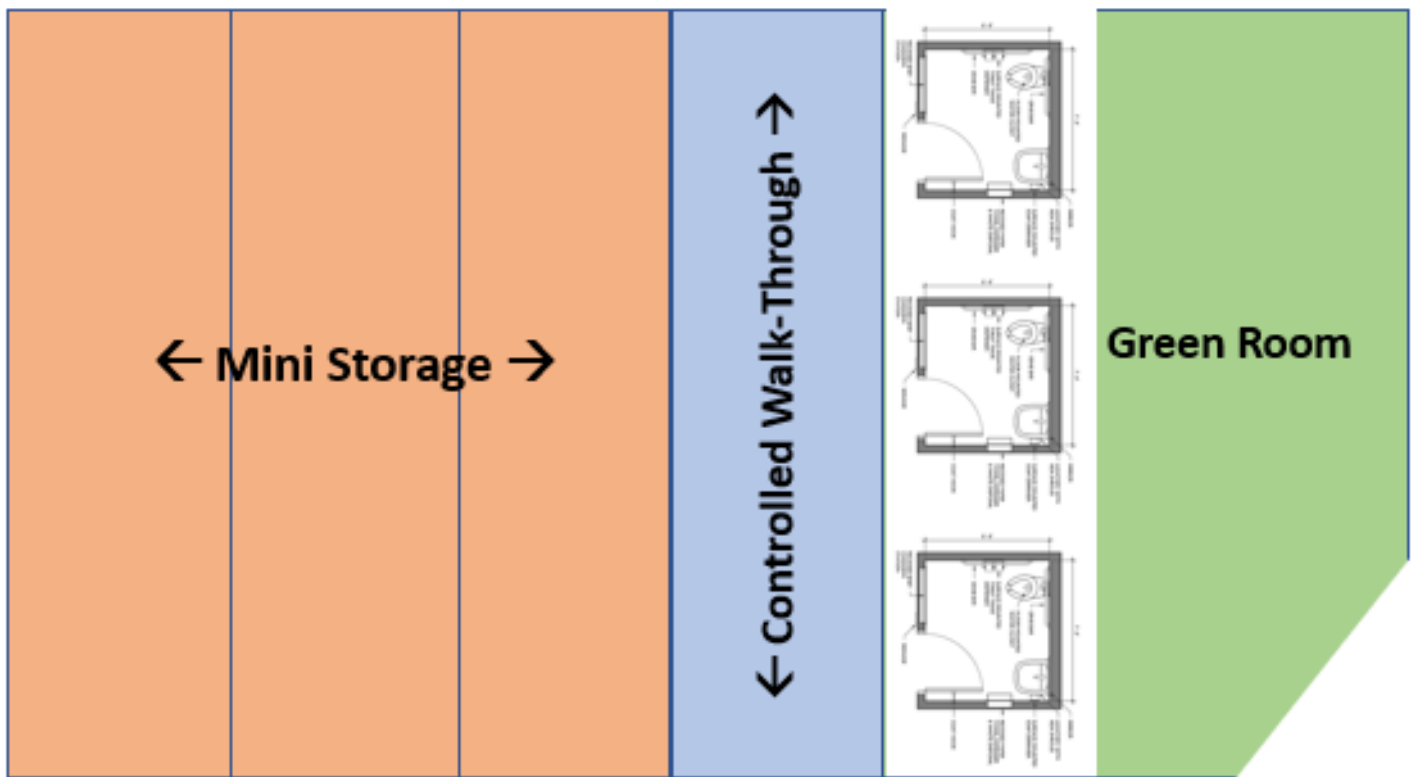
Timeline

1938	Olympia Block business location of Ellensburg Eye and Contact Lens. Moved in 1948
1980	Drive through Bank built
1999	City buys west Ellensburg Park \$2,000,000 for 360 Acres
19-Jun-01	City killed ordinance to put time limits on parking next to skate park
24-Aug-01	City purchase downtown portable restroom for \$40,000, three stalls. Hours 7:30 top dusk
17-Aug-04	Rodeo Kickoff Breakfast. Sound by JP Enterprises. Still providing sound in 2022
7-Jun-05	Moved Portable Restroom to "Friendship Park" location "Not being used"
26-Jun-14	New wind art installed at Rotary park Lyman Whitaker artist
2016	City adds parking to Rotary Park
18-May-18	City pursues to buy land, Banklease expires 2020
25-May-18	City contracts for \$25,000 Downtown Parking Survey
16-Nov-18	Rotary Park in "review process" Brad Case
20-Sep-19	City purchases 22,500 sqft area for \$799,000
4-Oct-19	Citizen input on what to do with Rotary Park. First mention of water feature and grass by Cathy Poshusta. "clean Canvas"
25-Mar-21	Named Unity Park. Nancy Goodloe Council Member. Place to gather and have meaning
Sep-21	Econnorthwest Steet Study
16-Dec-21	Daily record Editorial on vacation of Pearl
15-Feb-21	City council options for Pearl Temp/seasonal /permanent
23-Feb-22	Council approves \$65,000 Walker Macy contract "The idea is how does the park blend into the sidewalk and then into street" Brad Case
23-Mar-22	City Council pulls Pearl street permanent/seasonal closure option.
23-Jun-22	City Council extends streeteries until Nov 1,2022
23-Jun-22	1st coffee with City Council

Defining 4th Street Edge of Unity Plaza

Save & Renovate Historical Drive-Through Infrastructure to Create a Defined Event Area by installing frosted Firehouse doors on both sides of the building





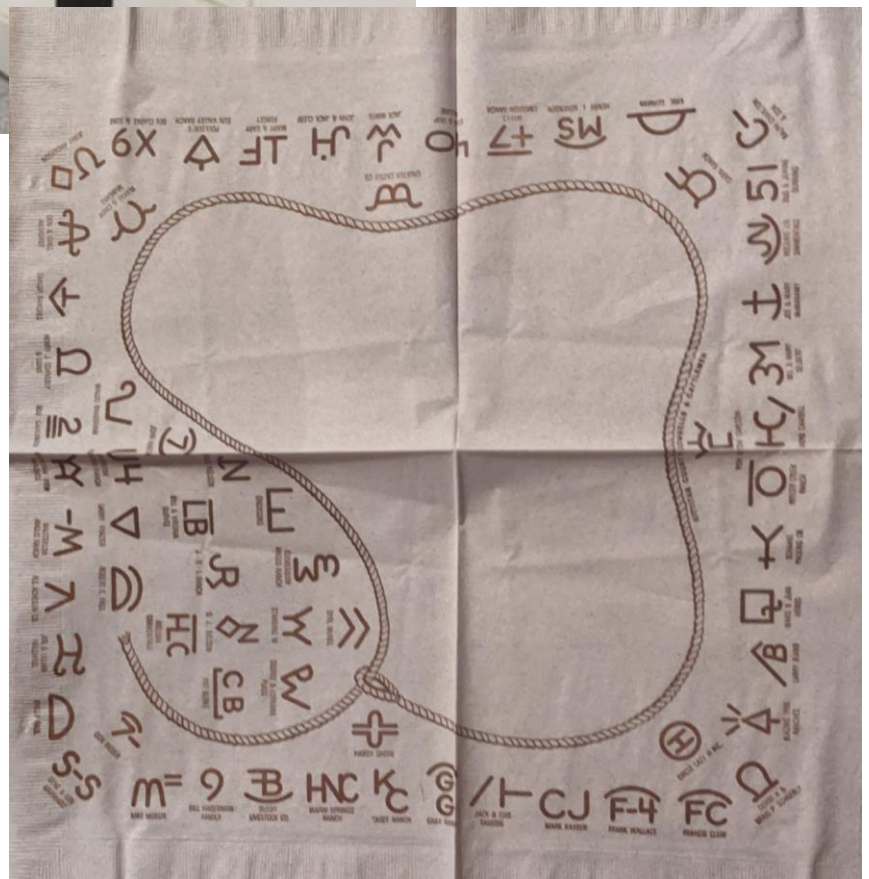
Repurposing the existing bank building into a mini-storage, control-point, restroom & green room!



Defining Pearl Street Edge of Unity Plaza

East Edge Perimeter

100' Hitching Post Broken into 18" panels
with a roper's rope tied in between posts as
lower rail fence





Using Pearl Street Parking for Food Trucks

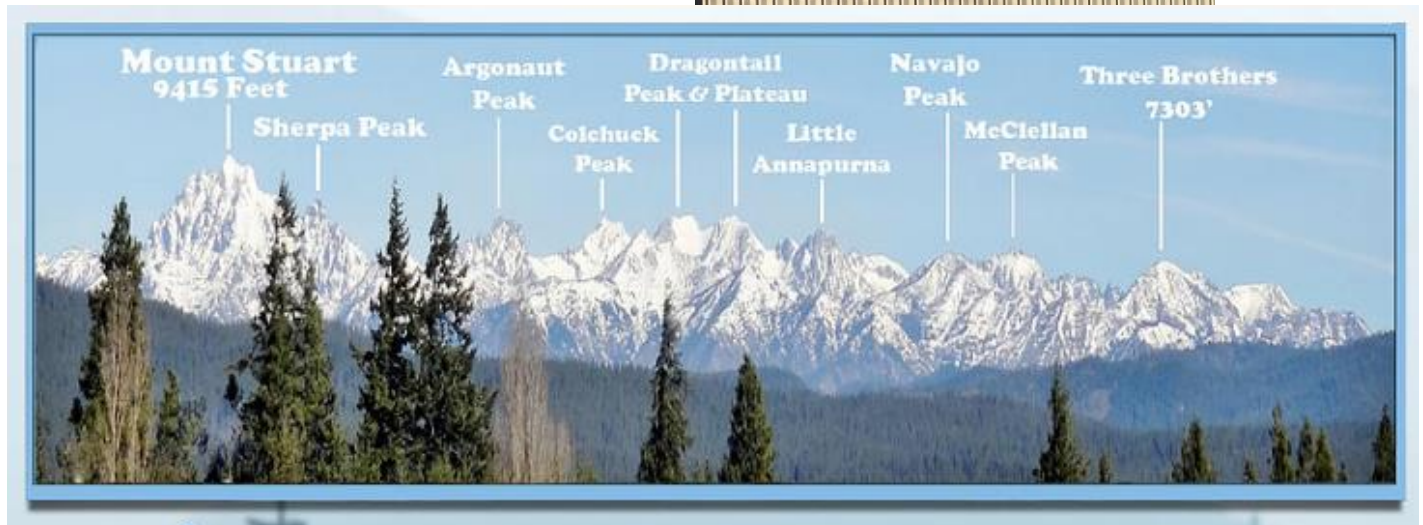
Defining the North Edge of Unity Plaza



Turn-Key Stage Space &
Associated Equipment is
part of the capital
expense of the project

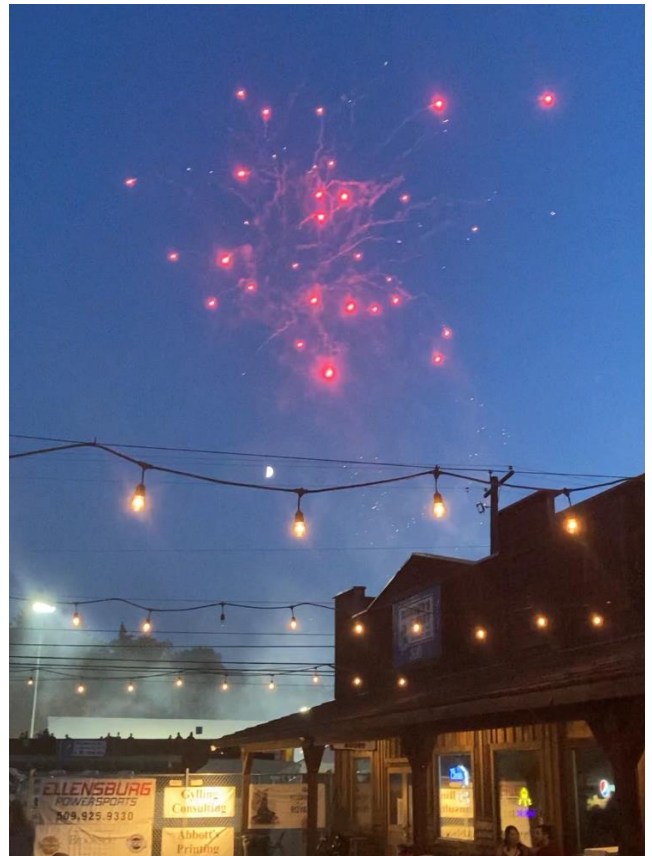
Defining the West Edge Perimeter of Unity Plaza

Defined by a black chain-link fence with 4' of granite rock, riverbed in front of it and a view of the Stuart Mountains from Reed Park applied to the fence similar to the 'World Famous Timothy Hay'



Defining the Interior Space of Unity Plaza

Daily Space Availability for Flexible Use.
Invisible guide-wires from the Stage to
the top of the driveway building for
lights/shade devices



Honoring Rotary

Ellensburg Rotary since 1922



Appendix C: Ellensburg Downtown Events

List of Events at Unity Park and Pearl Street

Source: City of Ellensburg

Event Name	Event Description	Season	Event Duration	Attendance	Location
St. Paddy's Day 5k Run	5k run around downtown, beer garden, kids games, food	Spring	1pm-8pm	850	Unity Park
Eastern Washington Brewfest	Axe throwing, beer garden, mechanical bull, food, music	Spring	11am-6pm	700	Unity Park
Ellensburg Germanfest & Parade	Germanfest and community parade with daschunds	Spring	8am-3pm	600	Unity Park
Hoedown in the Downtown	Live music, beer garden, merchandise vendors, food truck	Summer	1 night, 3 hours	500	Unity Park
Jazz in Valley	Community jazz festival held at various locations; Unity Park is the main location	Summer	3 days, 2 nights	5000	Unity Park
Rodeo Kickoff Breakfast	Kickoff event for the Kittitas County Fair and Ellensburg Rodeo	Summer	6am-11am	500-800	Unity Park
Rodeo Kickoff Parade	Kickoff event for the Kittitas County Fair and Junior Rodeo Parade	Summer	6am-11am	500-800	Pearl Street
Rodeo Parade	Community Parade	Summer	6am-11am	5000	Pearl Street
Buskers in the Burg	Street performers, kids' activities	Fall	9am-2pm	1200	Unity Park
Moments to Remember	Downtown Holiday event	Fall	3pm-9pm	1000	Unity Park
CASA Rocks Cornhole Event	Cornhole tournament, beer garden, family activities, food, bands	Fall	11am-5pm	150	Unity Park
Winterhop Brewfest	Craft and microbrew tasting available throughout downtown; Unity Park is the main check-in	Winter	12pm-5pm	2000	Unity Park

Where is the Potential List of Events that could Utilize the Space?



How will Farmer's Market Interface with new Plaza? ...

Policy

- Unity Park is the ONLY Ellensburg Park when permitted with specific event approval by City Council
- Washington State Liquor Control Board requires specific site plan approval for each event
 - Minimum perimeter is a 42" fence



Agenda Report

Date: June 3, 2019
To: City Council
Through: John Akers, City Manager
From: Brad Case, Parks & Recreation Director
Subject: Consideration of Approving the Service of Alcohol at Jazz in the Valley

Summary: Council is being requested to approve the service of alcohol during Jazz in the Valley, which is scheduled to take place July 26-28, 2019 at the Rotary Pavilion.

Background: The events associated with Jazz in the Valley includes the service of beer and wine, in addition to live music, and food vendors.

Event organizers have submitted a special event permit application as well as the necessary insurance.

Findings and Analysis: Section of 6.64.260 of the Ellensburg City Code requires Council approval for any special event at which alcoholic beverages are served, subject to compliance with all the other requirements set forth in the Special Event chapter. The vendors will have to agree to changes required for the insurance and indemnity provisions of the permit before it will receive final approval.

Fiscal Impact: There is no fiscal impact associated with this request.

Recommendation: Approve the service of alcohol at the Rotary Pavilion for Jazz in the Valley scheduled for July 26-28, 2019.



Everyone has the same
right to the Park
It should be designed to
address known concerns



Bars close at 2AM ...



Splash Pad – Already Planned for North Alder Park & Fully Funded Through Unity Park Savings

North Alder Street Splash Pad

Our Work / Local Parks / North Alder Street Splash Pad

CATEGORY OVERVIEW

Local Parks grants help protect these symbols of vibrant communities, providing places for families to gather and play and promoting a healthy and active lifestyle in an era when people spend increasing amounts of their time inside. The WWRP is the largest source of local parks funding in Washington, helping communities fund the acquisition, development, and renovation of vital recreation areas and green spaces.

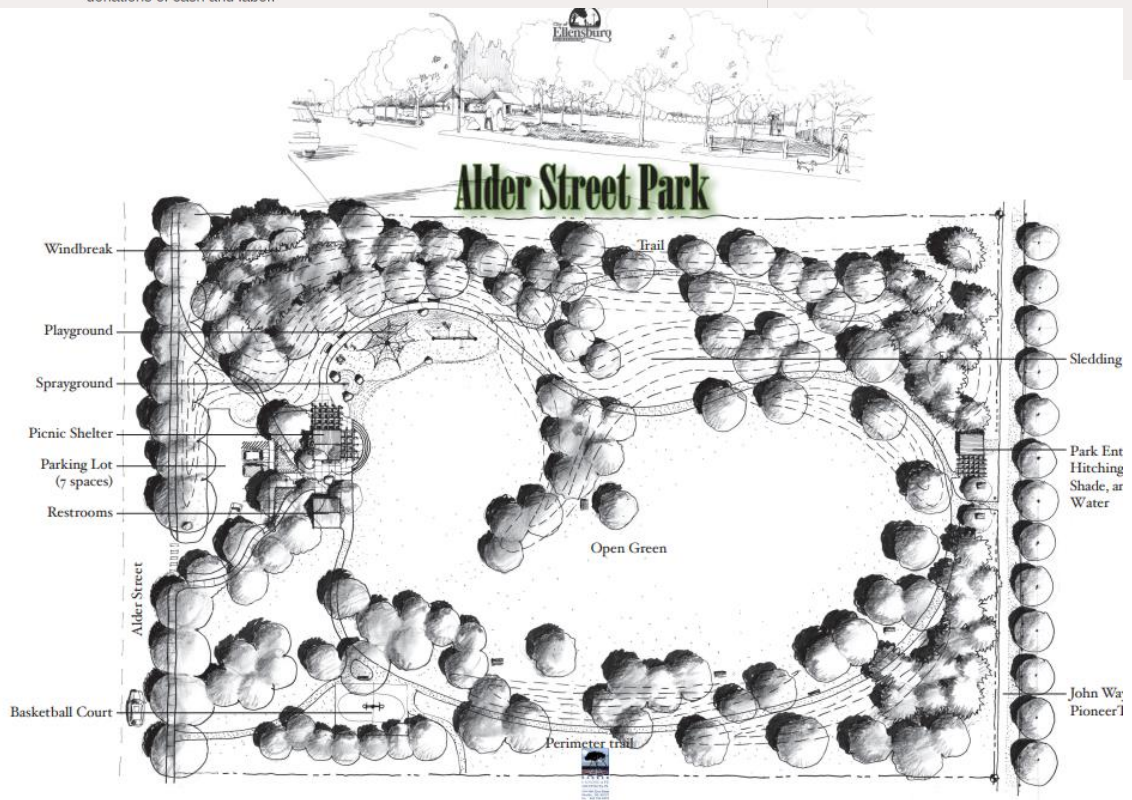
PROJECT HIGHLIGHTS

The Ellensburg Parks and Recreation Department will use this grant to construct a spray pad in the 5.5-acre North Alder Street Park, in Ellensburg. This spray pad will be the only outdoor aquatic facility available to Ellensburg residents. North Alder Street Park is the city's newest park and has only been open since the summer of 2013. Ellensburg will contribute \$75,000 in cash and donations of cash and labor.

QUICK FACTS

WWRP Applicant: Ellensburg Parks & Rec Dept
Category: Local Parks
WWRP Grant: NULL
Applicant Match: 75000
Project Type: Development
County: Kittitas
Legislative District: 13
Status: Board Preliminary Approved
RCO Project # 16-1961

NSERVATION



Defining the Alley Edge of Unity Plaza Parking

A 2019 parking study exists for the downtown, this plan leaves 17 alley parking spaces out of the existing total of the 30 spaces.

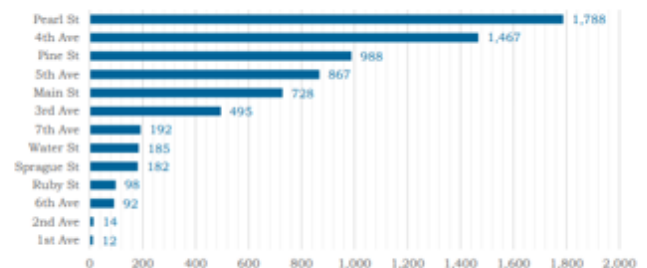
The yellow area is the area of potential effects of the preferred plan.



Parking citations Jan 2015-March 2018 numbered 1,788 for Pearl street alone. What is updated information and how will this be addressed.

The majority of downtown parking citations occur on five downtown streets. Between January 2015 and April 2018, there were approximately 7,000 downtown parking violations, or approximately 2,000 per year. The five streets with the most violations represent 82% of all citations. Pearl Street and 4th Avenue had the most citations, followed by Pine Street, 5th Avenue and Main Street (Figure 10).

Figure 10 Parking Citations, by Downtown Street (January 2015 – March 2018)



Source: City of Ellensburg

Nelson\Nygaard Consulting Associates, Inc. | 3-3

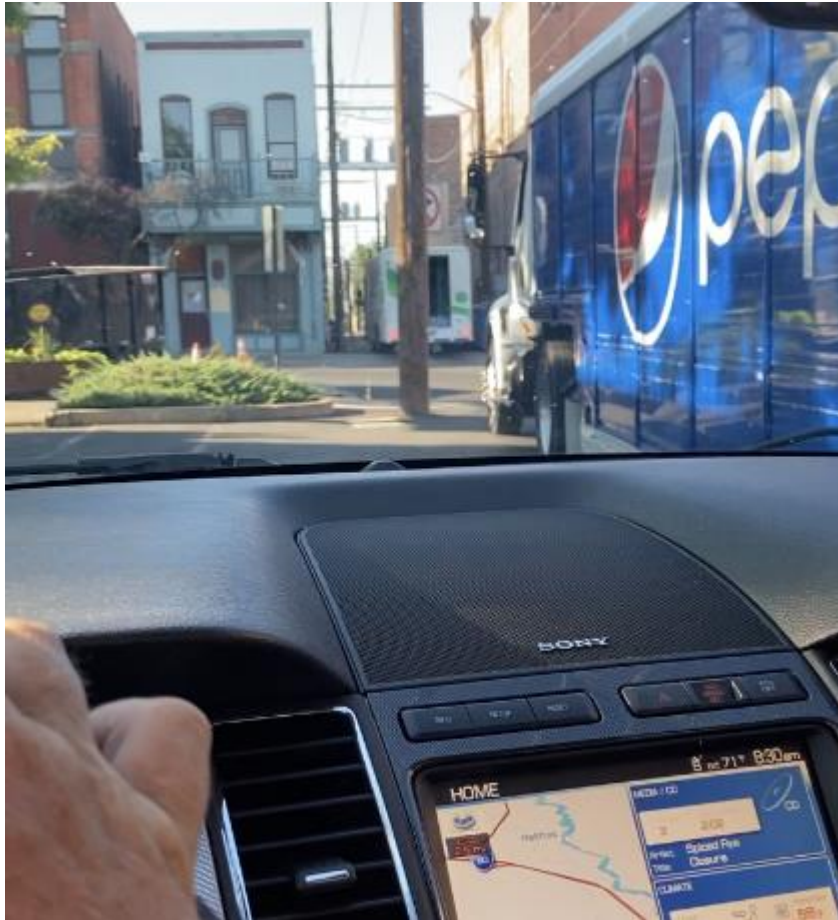
Alley parking

Making and/or retaining 17 parking spaces along the alley MAKES THE CITY \$1,800 ANNUALIZED COST PER SPACE X 17 SPACES = \$30,600 PER YEAR!!!!!!!!!!!!!! With no capital outlay

EXAMPLE GARAGE COSTS

$$\begin{array}{rcl}
 \$20,000 / \text{space} & + & 30 \text{ years at } 5\% \\
 \text{construction} & & \text{Debt service} \\
 & & \$500 / \text{space} / \text{year} \\
 & & \text{O\&M} \\
 \hline
 \$1,800 / \text{space} & \div & 336 \\
 \text{annualized costs} & & \text{use days per year} \\
 \hline
 \$5.36 / \text{space} / \text{day} & & \\
 \text{100\% cost recovery} & &
 \end{array}$$

Alley Blockage; can be prevented and mitigated by painting a hold-short line in the alley allowing vehicles to safely pass on the driver side trucks doing delivery



Dog Rest Area for i90 Traffic



Save our
40-year
old trees!



Visitor Center Information we can do better



Thank you!

Questions?

Existing Condition



Take a
Virtual
Tour!





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

AGENDA REPORT

MEETING DATE: Wednesday January 25, 2023

TO: Landmarks and Design Commission

THRU: Jamey Ayling, Community Development Director

FROM: Stacey Henderson, Senior Planner – Historic Preservation

APPLICANT: Brad Case, agent for owner. #P23-002

PROJECT TITLE: Public Hearing for Consideration of a COA for the proposed designs of several new structures to be located within the new Unity Park, on Parcel ID #146933.

PROJECT DESCRIPTION: The City of Ellensburg is proposing to redesign the downtown Rotary Park and Old Wells Fargo Bank block (parcel ID #146933), with the new Unity Park plan. This proposed new park is located within the Downtown Ellensburg National Register Historic District and local Landmarks District, in Central Commercial (C-C) zoning. The applicant is requesting approval for the proposed designs of several new structures within the new Unity Park plan. The items for review before the Landmarks and design commission include the proposed new permanent structures; a stage with a brick wall backdrop, a comfort station, and several shade structures with seating underneath. The applicant has proposed to use materials such as red brick, dark stained wood, and dark painted metal. (Exhibit B.3). The application (Exhibit B.1) was received by the Department and determined to be complete, per ECC 15.280.090(C)(2)(b), on January 9, 2023.

TYPE OF REVIEW:

Review of proposed changes to landmarks register properties is required per **ECC 15.280.090 (A)**, as follows:

A. Review Required

- 1) No person shall alter, repair, enlarge, newly construct, relocate, or demolish any registered landmark, or any property located within a landmark district, nor install any exterior sign or mural pursuant to subsection (A)(2) of this section, without review by the landmarks and design commission and issuance of a COA. In the case of murals, the arts commission shall first

review and provide its recommendations to the landmarks and design commission of any proposal for a mural to be located on a registered landmark or within a landmark district. Factors to be considered by the arts commission include media to be used, method of application, stability, building/site, mural location and practicability of project.

- 2) This review shall apply to all exterior features of the property visible from a public right-of-way. This review applies whether or not a permit from the city of Ellensburg is required.
- 3) Review of alterations to Ellensburg landmarks register properties under this chapter is in lieu of design review required for projects and sign review per ECC 15.210.050(B).

Additionally, the Commission shall also review the Building Design criteria as found in ECC Chapter 15.530. More specifically, the building design criteria which is applicable to historic buildings and districts is found in ECC 15.530.020, as follows:

ECC 15.530.020 Building Design: Historic Buildings and Districts

- A. Purpose. To preserve and reinforce the historic character of Ellensburg's downtown and older residential areas.
- B. Historic Buildings and Districts Standards and Guidelines.
 - 1) All development projects identified on the Ellensburg landmarks register are subject to review by the Ellensburg landmarks and design commission per Chapter 15.280 ECC and conformance with the following design standards for rehabilitating existing buildings.
 - a. Retain and preserve the overall historic character of the building;
 - b. Ensure that proposed alterations are compatible with the building's own architectural character, and do not create a false historical appearance;
 - c. Retain and preserve early alterations which have architectural significance in their own right;
 - d. Treat distinctive original features, finishes, and examples of skilled craftsmanship with sensitivity;
 - e. Repair rather than replace deteriorated architectural features whenever possible;
 - f. Use the gentlest means possible when surface cleaning exterior masonry;
 - g. Protect and preserve significant archaeological sites affected by the project, or provide mitigation for their disturbance; and
 - h. Design new additions to existing buildings and new infill construction to be compatible with the massing, scale, materials, and architectural features of adjacent historic structures.

These standards are supplemented and further defined or explained by that document entitled "Design Standards for the City of Ellensburg," as currently enacted.

- 2) Property owners of historic district buildings are also encouraged to use the Secretary of the Interior's Standards for the Treatment of Historic Properties (web: <https://www.nps.gov/tps/how-to-preserve/briefs.htm>) (hard copy also available at City Hall) as a guide to preserve, rehabilitate, restore, reconstruct, or add to historic properties. These standards provide detailed recommendations on restoration, maintenance, repair, replacement, design, alterations, building materials, roofs, interiors, etc. [Ord. 4656 § 1 (Exh. O2), 2013.]

STAFF COMMENTS:

The subject parcel, located at the northwest corner of Pearl Street and 4th Ave, sits within the downtown National Register District and Local Landmarks District, on Parcel ID #146933, in Central Commercial (C-C) zoning. Currently, this parcel is the location of Rotary Park and the Old Wells Fargo Bank building, with several benches and sculptures located throughout the property. The applicant, the City of Ellensburg, is proposing to redesign the subject parcel as one cohesive park design to allow for more usable space and connection to the surrounding neighborhood.

The applicant has provided a separate COA application (P22-115), to review the demolition of the existing Old Wells Fargo Bank Building and Rotary Park Pavilion. This COA (P23-002) addresses the second part to the park proposal, which is to obtain approval of the proposed exterior designs of the new structures. (P23-002)

Proposed permanent new construction within the boundaries of the Local Historic Landmarks Districts requires review from the Landmarks and Design Commission, per ECC 15.280.090(A). The intent of this review is to apply the code and preservation principles to the proposed exterior designs of the new structures, to ensure compatibility with historic character of the district. The applicant has proposed several new structures, including a comfort station, multiple shade structures, and a brick wall backdrop at the stage.

The exterior of the comfort station is proposed as red brick, with various screened brick walls to allow for privacy, and blank brick walls to allow for the installation of rotating art. The height of this building is low, with a flat roof to mirror those of the commercial buildings surrounding the park. The brick masonry, artwork, and wood details draw from details found in buildings around the district, as seen on page 11 of Exhibit B.3.

The applicant has also proposed five shade structures around the perimeter of the subject parcel. Pages 16-20 of Exhibit B.3 demonstrate the proposed designs, which include a darker warm tone wood slat roof, and dark warm grey steel posts similar to the Iron Ore color found on the nearby Geddis building. There is also a proposed brick backdrop wall behind the stage, that will include the perforated brick pattern similar to the one on the comfort station, while also complimenting the red brick found in the nearby historic district. The proposed light poles are simple, dark painted metal, and can have various lighting attachments added to them depending on the event needs at the park.

The applicant has provided a narrative, demolition plan, and proposed park plan. The proposed structures reflect compatible materials as seen in structures within the historic district, and do not detract from the overall historic character of the neighborhood.

RECOMMENDATION: Staff has reviewed the criteria in the Ellensburg City Code and recommends that the Certificate of Appropriateness (COA) be **granted** by the Commission for the proposed new construction of the comfort station, shade structures, stage wall, and light posts, as proposed with **one condition**:

1. The applicant shall obtain an additional COA for the installation of any Murals or permanent art or sculpture to be installed on the subject parcel.

If the Commission should choose to follow the recommendation of Staff and approve the COA, Staff would advise the Commission that the following Findings of Fact are applicable to this project:

1. Per ECC Sections 15.280.090, and 15.530.020, the LDC has jurisdiction to review this project.
2. The project has been found to be in keeping with one of the required building design standards of ECC 15.530.020, specifically that:
 - h. The new infill construction is compatible with the massing, scale, materials, and architectural features of adjacent historic structures.
3. The Applicant is the agent for the owner of this property and can pursue this action. The Parcel is ID #149633, and is located in the Ellensburg Downtown National Register District and Local Landmarks District.
4. It is in the interest of the City of Ellensburg to have the historic character of the district maintained and preserved. If approved, this proposal would not negatively alter the character-defining features of the downtown historic district.

In addition, if no public comment is received during the public hearing portion of the meeting, the following Finding of Fact would also be applicable:

5. No public comment was received.

After the close of the public hearing, if it is determined that additional findings of fact are pertinent, they should consist of concise statements of the underlying facts in support of the decision made by the Landmarks & Design Commission. Findings of Fact should be made by the Commission, regardless of whether the project is approved or denied.

When making the final motion, the Commission may also include any conditions of approval that are appropriate to this application.

EXHIBITS:**A. Location Map****B. COA Application Materials submitted by the applicant, including**

1. Application
2. Narrative
3. Proposed Park Plan

Exhibit A- Location Map

Parcel ID #146933



Exhibit B.1- Application



Landmarks & Design

Certificate of Appropriateness Application

PA-10
APPLICATION

Community Development Department

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

The City of Ellensburg Landmarks and Design Commission, per Section 15.280.020 of the ECC, has jurisdiction over historic districts. It safeguards the heritage of the city as represented by those buildings, districts, objects, sites and structures which reflect significant elements of Ellensburg's history.

Review of changes to Landmarks Register properties is **required**, per Section 15.280.090. "No person shall alter, repair, enlarge, newly construct, relocate or demolish any registered landmark or any property located within a Landmark District nor install any exterior sign...without review by the Landmarks and Design Commission and approval of a **Certificate of Appropriateness**". This review shall apply to **all** exterior features of the property visible from a public right-of-way. **This review applies whether or not a permit from the City of Ellensburg is required.**

OFFICIAL USE ONLY:

Staff Person:	KB
Date Submitted:	1/4/2023
Fee Total:	N/A
LDC FILE #:	P23-002
Associated Permit File #:	P22-115 P21-025 B21-097

PROPERTY OWNER: (Note: If the Applicant is not the Owner, attach written authorization from the legal owner(s).)

Legal Owner Name(s):	City of Ellensburg	Day Phone:	509-925-8639
Mailing Address:	501 N Anderson St, Ellensburg, WA 98926		
E-mail:		Cell Phone:	
*APPLICANT:	☒ Owner ☐ Contractor ☐ Tenant ☐ Other _____		
Name:	Brad Case - City of Ellensburg	Day Phone:	509-925-8639
Mailing Address:	501 N Anderson St, Ellensburg, WA 98926		
E-mail:	caseb@ci.ellensburg.wa.us	Cell Phone:	
CONTACT PERSON:	☐ Owner ☐ Contractor ☐ Tenant ☒ Other <u>project design consultant</u>		
Name:	Jen Montessor - Walker Macy	Day Phone:	206-582-3874
Mailing Address:	217 Pine St, Suite 550 Seattle, WA 98101		
E-mail:	jmontessor@walkermacy.com	Cell Phone:	

PROJECT INFORMATION:

This application shall be submitted, with all required information, to Community Development Staff and deemed a complete application, to be considered for a public meeting. At the duly-noticed public hearing, the Landmarks and Design Commission will make a decision of whether to approve, approve with conditions or deny the Certificate of Appropriateness application. Per Section 15.210.050.B, a denial may be appealed to the City Council. Please consult with the Senior Planner for Historic Preservation if you have any questions. All projects must meet the City of Ellensburg Design Standards (Title 15) and ECC 15.70, Landscaping Requirements. A copy of the Design Standards is available at the Community Development Department or located online at www.codepublishing.com/wa/ellensburg.

☐	Parcel Number of Site:	146933		
☐	Site Address:	400 N. Pearl St., Ellensburg, WA 98926		
☐	City Zoning Designation:	Central Business District & CC	Is a building permit required:	☒ Yes ☐ No

PROJECT INFORMATION:

☐	Project Description:	In a separate narrative, please describe how your project complies with the guidelines for historic properties listed in Sections 15.280.090, 15.530.020 & 15.530.030.
☐	Site Plan:	1. All building locations and dimensions to property lines and other structures. 2. Property lines and easements. 3. Setbacks, open space and landscaping. 4. Rights of way, curbs, parking sidewalks. (The site plan shall be legibly drawn to a minimum scale of 1:20 on substantial paper a minimum 11" x 17" size)
☐	Parking Lot Plan:	Must have preliminary approval by Public Works for parking lot plan.
☐	Exterior Lighting:	Identify the location, design, wattage and lighting orientation.
☐	Exterior building alterations, rehabilitation or restoration:	1. Scaled building elevations of all building sides. 2. Samples of types of materials to be used in the construction. 3. Paint colors & design (each paint color applied to 8-1/2" x 11" poster board. 4. Type of paint removal method (i.e. water, chemical, mechanical). 5. Repointing mortar joints – pointing styles and method. 6. Window repair/replacement/alteration detail.
☐	Signage:	1. Colored design 2. Dimensions 3. Location – Drawing or photograph depicting sign(s) on the building or pole. 4. Type of illumination.
☐	Dumpster:	1. Screening materials & colors 2. Location
☐	Special Valuation	Submit documentation for application for Special Valuation for Historic Purposes per ECC 15.280.110 if applicable.

PLEASE NOTE: Items marked above shall be submitted to the Community Development Department **Twenty-One (21) Calendar Days before** the regular scheduled meeting of the Landmarks & Design Commission to allow time for review, processing and advertising according to WA State Statute. The Landmarks & Design Commission meets on the first Tuesday of each month and, if needed, on the third Tuesday of each month.

Stacey Henderson, Senior Planner/ Historic Preservation, is the staff liaison to the Landmarks & Design Commission.

Telephone: (509) 925-8608

FAX: (509) 915-8655

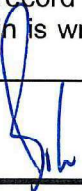
E-mail: hendersons@ci.ellensburg.wa.us

SIGNATURE OF LEGAL OWNER or REPRESENTATIVE AS AUTHORIZED BY THE LEGAL OWNER:

I, Brad Case, (print name) affirm that the above responses are made truthfully and to the best of my knowledge. I hereby apply for this permit application and acknowledge that I have read this application and state that the information is correct and that I agree to comply with all city ordinances pertaining to this permit if granted.

I further affirm that I am the owner of record of the area proposed for the above-identified land use action or, if not the owner, attached herewithin is written permission from the owner(s) authorizing my actions on his/her/their behalf.

Signature of Legal Owner:
(or Authorized Agent)



Date:

12/22/2022

NEW DESIGN CERTIFICATE OF APPROPRIATENESS PROJECT DESCRIPTION

Project Description

Unity Park will be the primary public gathering and event space for downtown Ellensburg, Washington. The park is intended to serve a range of performances and events throughout the year while also serving daily activities as the downtown 'living room'. Primary program elements include a new comfort station building (with restrooms, mechanical chase, storage, and concierge space), permanent stage, shade structures, water feature, informal seating, and planting. Site orientation will take into account prevailing sun and wind patterns and potential impact on comfort during events and daily use.

New Park Design

The new Unity Park is located at the prominent corner of 4th Avenue and Pearl Street. It lies within the historic district of downtown and is surrounded by existing buildings that represent the history and culture of Ellensburg. The park's form and design are rooted in the adjacent context, particularly the surrounding scale, form, and materiality of the historic district as well as special geologic characteristics of Ellensburg. We intend to use classic materials such as brick, metal, and wood in new ways that borrow from and adapt existing architectural patterns found on adjacent blocks. Brick recalls the historic redevelopment of the town after the 1889 fire, metal draws from Ellensburg's contribution to industrialization, while wood references the regions ranching and farming history. This material palette, applied to both vertical elements as well as seating and paving, contributes to the existing context and creates a cohesive park design. The design of the new park and its accompanying comfort station seek to complement and stitch into the existing fabric of downtown.

Comfort Station

A key feature of the new park is a comfort station with three gender neutral restrooms, a mechanical chase, and concierge with storage space. The building will be located at the southwest corner of the park, anchoring the edge along the alley, and reinforcing the urban grid, while also opening up the prominent southeast corner as a gateway into the park. This building location allows for unobstructed views within the park and views and access into the space from all three edges.

The comfort station design is inspired by its context. Similar to the ground floor of the adjacent urban fabric, the ground floor level sets a horizontal datum on the block, with urban façade materials (glazing, doorways, alcoves) extending up to this line (see Comfort Station concept package for diagrams). Corners and opaque walls are typically brick, and where occurs, detailed brickwork is more prominent at the ground level, corners, and cornices. The proposed design builds upon this urban, ground floor craft and character through masonry detailing, a building height that is similar to the base height of the block, and clearly indicated entrances and places

NEW DESIGN CERTIFICATE OF APPROPRIATENESS PROJECT DESCRIPTION

where people enter the building. Opaque masonry walls are treated with masonry relief and can accommodate locations for artwork. The height of roof line marks a datum consistent with adjacent storefronts. This same datum is maintained throughout the heights of the shade structures and stage backdrop walls.

Inspired by the Ellensburg Blue agate, the building takes on a form that is hard on the exterior (masonry), and holds an element of surprise (luminous, smooth interior). Public restroom interiors typically require a resilient finish, so the team adopted a color palette of resilient materials (color-body tile) based on the range of blue agates, and skylights to create a wash of natural light and surprise for users.

The building's materials embody the character of Ellensburg (crafted masonry, durable materials, alcove entry spaces) while providing a safe and approachable public amenity. Structural CMU walls will be clad with full-depth brick (real brick), with offsets and detail at corners and seating alcoves. Blank facades could be articulated with offset bricks that support a visual interplay with brick screen walls. Brick screen walls (offset double wythe brick walls) could be located at non-conditioned areas of the comfort station and at the alley wing wall of the stage.

Shade Structures

Permanent shade structures (pergolas) will line the edges of the park providing much needed shade while maintaining the linear grid of the surrounding downtown. The structures hold the park edges providing both rhythm and organization to the overall park design. The shade structure design is simple and timeless, complimenting the comfort station and stage backdrop walls in size and materiality. We envision the frame of the shade structure as painted metal and the slats above as wood. Open overhead slats will provide shade protection without creating a solid roof. The height of the shade structures matches the height to of the comfort station and stage backdrop walls creating a direct relationship amongst all the park's vertical elements.

Stage and Backdrop Walls

The residents of Ellensburg have said that a permanent stage is of highest priority for them. The new design locates the stage at the northwest corner of the park, a location that is well suited for the stage but less ideal for other park elements. This location anchors the northwest corner and holds the alley edge. The design deliberately leaves the adjacent Dakota building to the north untouched and visible, grounding the park within the context of downtown.

The 1'-6" tall stage is intended for continual use with the orientation and access designed to encourage use beyond scheduled events and performances. Users can access the stage from two sides via stairs and a sloping walkway. The stairs provide access during events and serve as seating for everyday use. The sloping walkway provides both accessible stage access and easy loading of

NEW DESIGN CERTIFICATE OF APPROPRIATENESS PROJECT DESCRIPTION

equipment for events and performances. We envision the stage as concrete for durability and longevity with potential accents that reference other paving materials used throughout the park.

Permanent backdrop walls behind the stage will protect against prevailing winds, block vehicle lights from the alley, and screen views of the adjacent parking lot. A brick wall will line the alley and wrap the northwest corner. This wall will directly relate to the comfort station in materiality, texture, pattern, and color and together the two structures will hold the park edge along the alley. As with the comfort station, brick will be used in an unexpected way to create a dynamic surface that is both functional and beautiful. A wood wall will seamlessly integrate with the brick wall and span the north side of the stage. This wall is meant to be cohesive yet different in material and texture and relate directly to the materiality of the shade structures. This wall will also use a traditional material in new way to create a surface that is both a backdrop when the stage is in use and an element of interest when not in use. Together these two backdrop walls will complement the comfort station and shade structures, ground the northwest corner, and integrate the existing brick Dakota building into the park materiality and design language.

Existing Historic and Cultural Park Elements

The bull sculpture will be relocated on site, while the following elements are proposed to be removed and retained and relocated either on site or off site. Existing benches, trash cans, bike racks, and raised planters, plaques, flag poles, flags, bell, and pump, kinetic sculptures, boulders and basalt columns, Visitor Center sign, decorative signage/sculptures in the right-of-way curb bulbs, Ellensburg Parks and Recreation Rules signage, and three headed light pole at the corner of Pearl Street and 4th Avenue. Within the right-of-way, street trees, utility poles, pedestrian light poles, and parking signage will be preserved and protected.

UNITY PARK

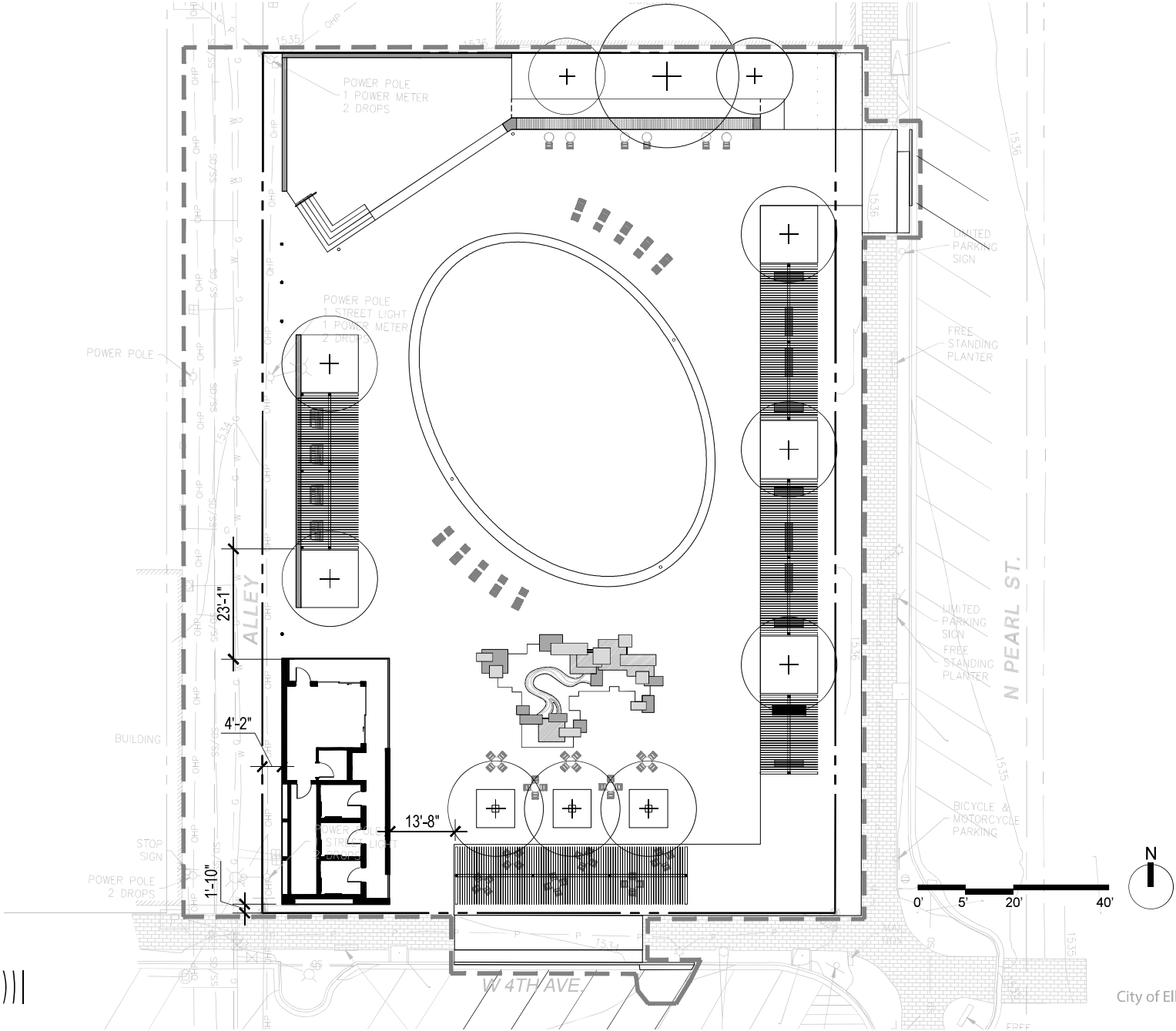
DEMO | CERTIFICATE OF APPROPRIATENESS

NEW PARK DESIGN | CERTIFICATE OF APPROPRIATENESS

CITY OF ELLENSBURG, WA
LANDMARKS & DESIGN COMMISSION
25 JANUARY 2023

PRE-MEETING APPLICATION MATERIALS

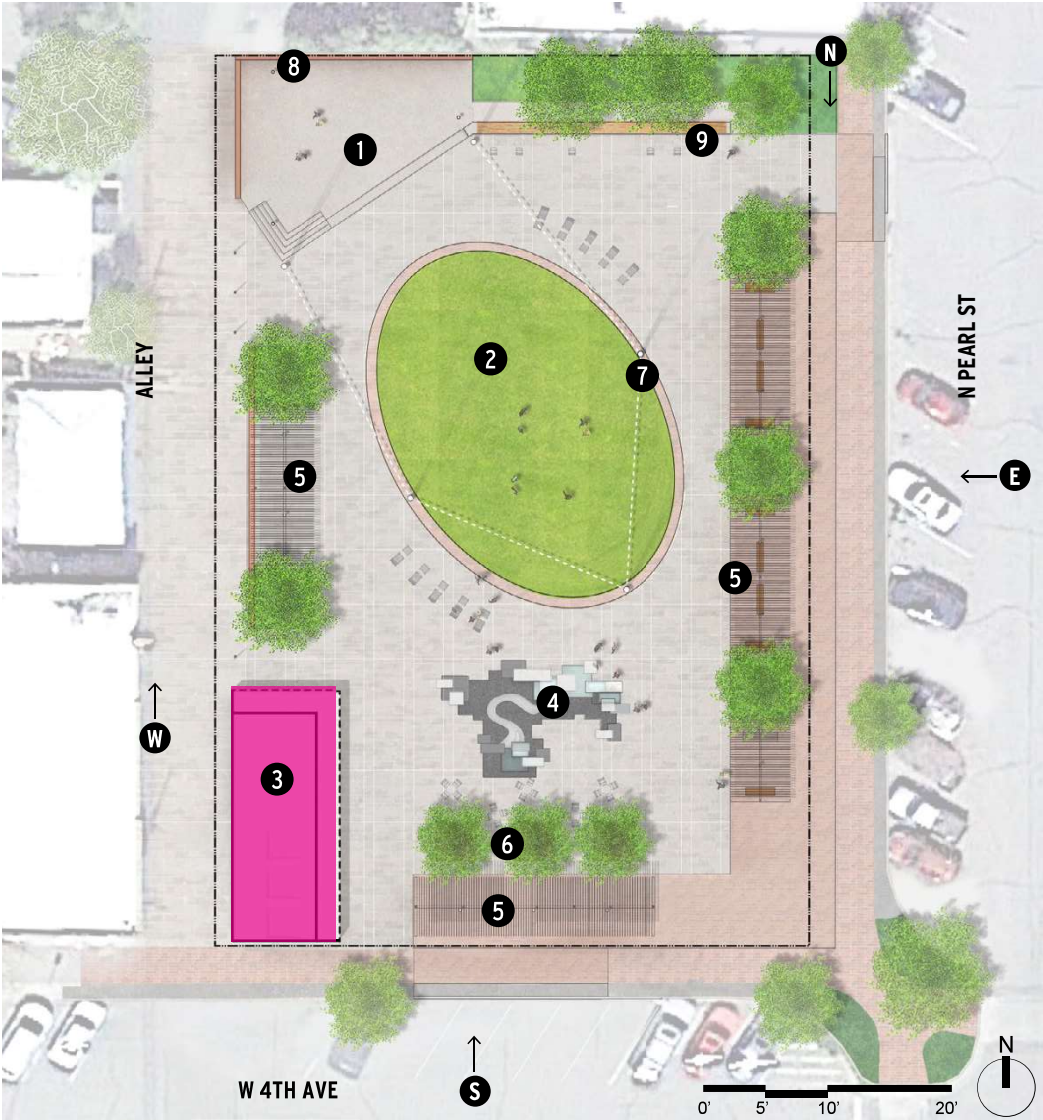
SITE PLAN



WALKER MACY

UNITY PARK
City of Ellensburg, Washington

RENDERED PLAN AND CONTEXT

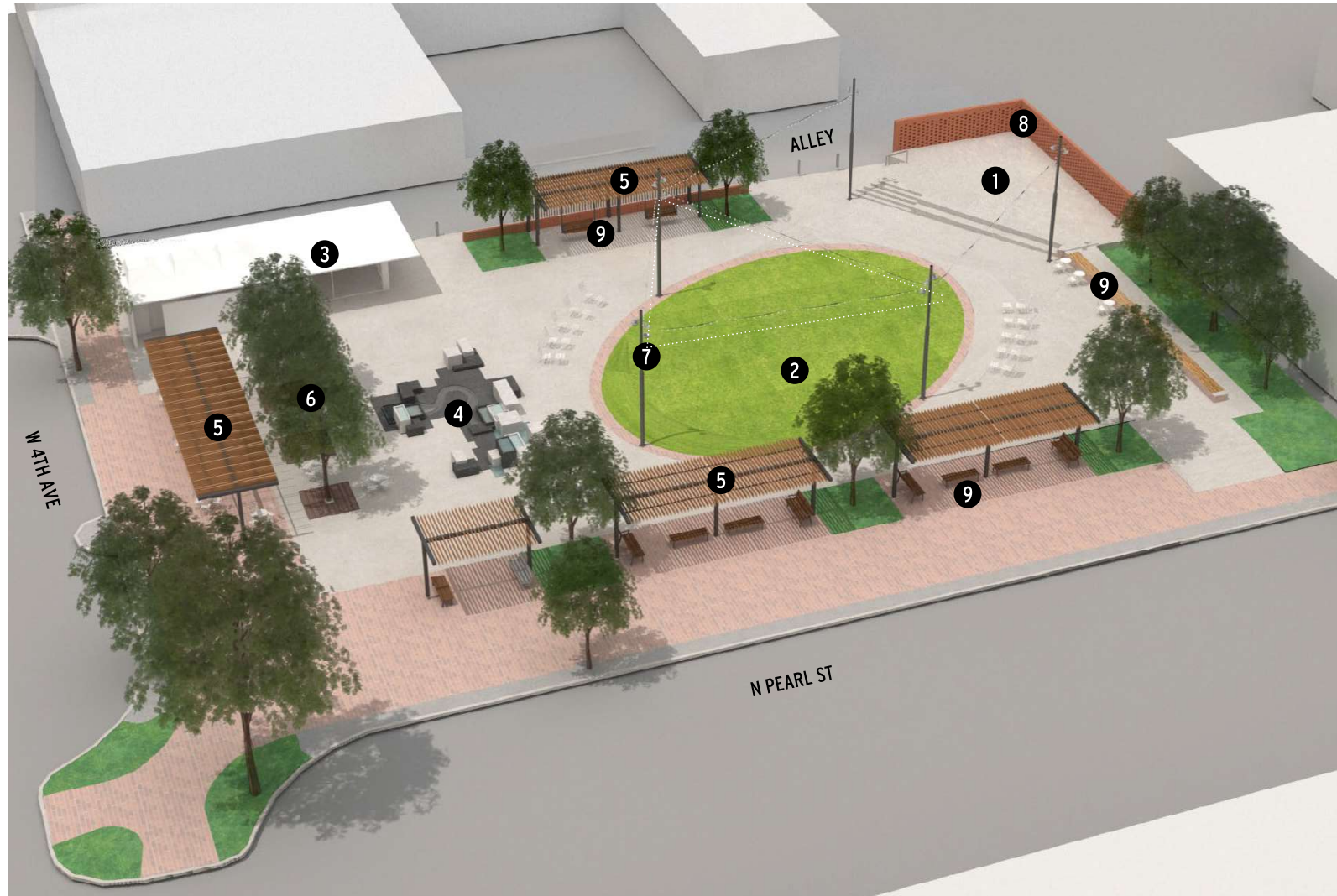


WALKER|MACY)))))

- 1 Stage (permanent)
- 2 Lawn
- 3 Comfort Station
- 4 Water Feature
- 5 Shade Structure (permanent)
- 6 Picnic Grove
- 7 Lighting / Sound Support
- 8 Screen / Wind Block
- 9 Permanent Seating

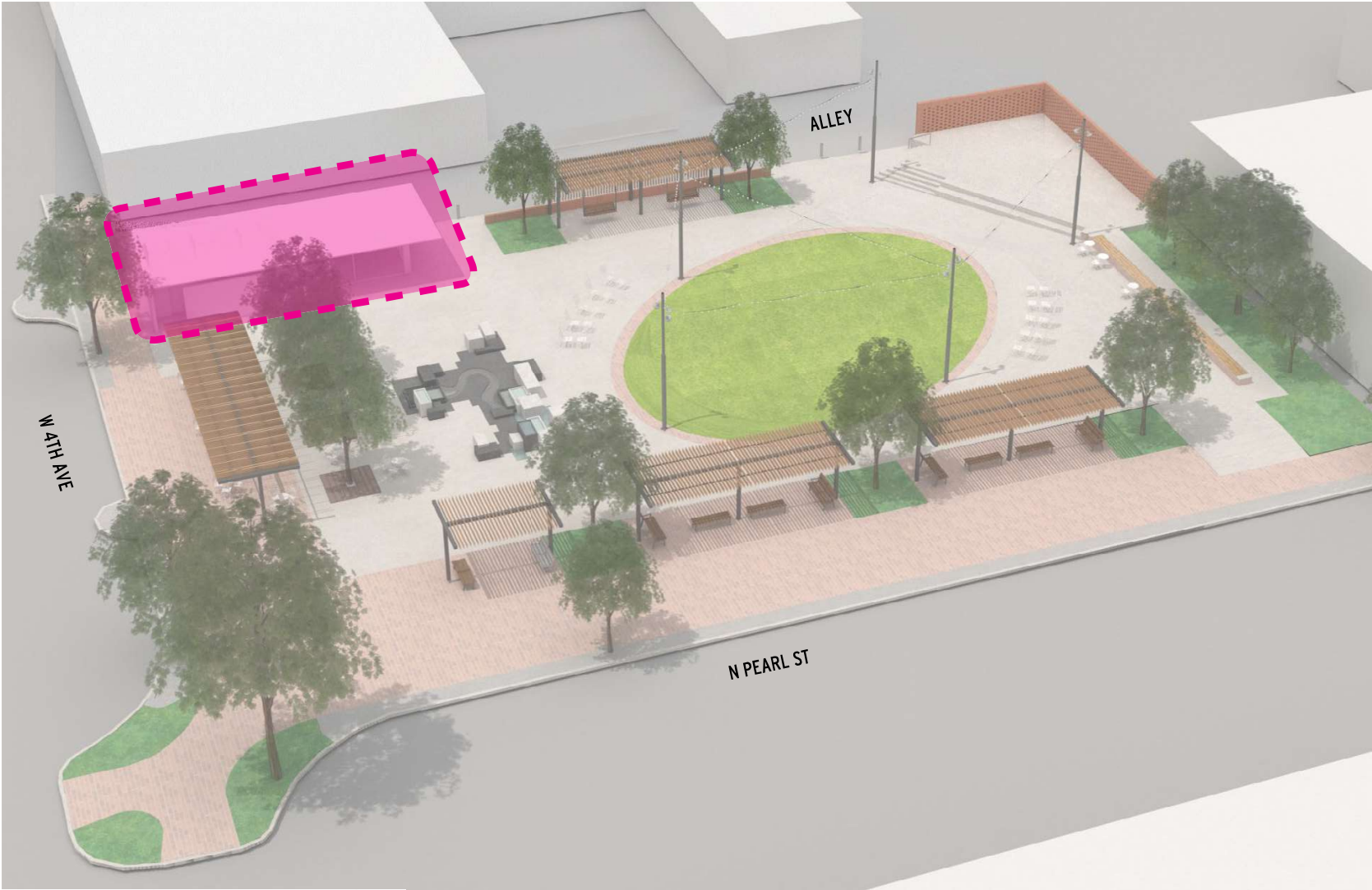


BIRDSEYE VIEW LOOKING NW

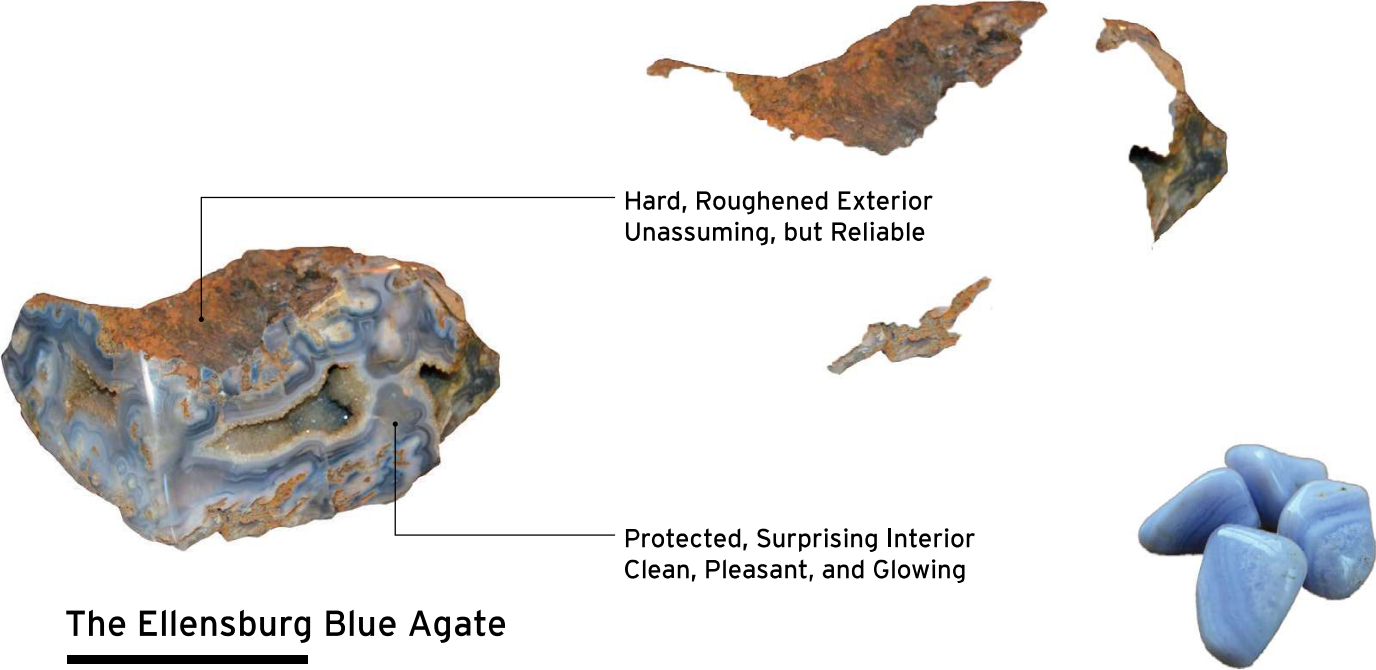


- 1 Stage (permanent)
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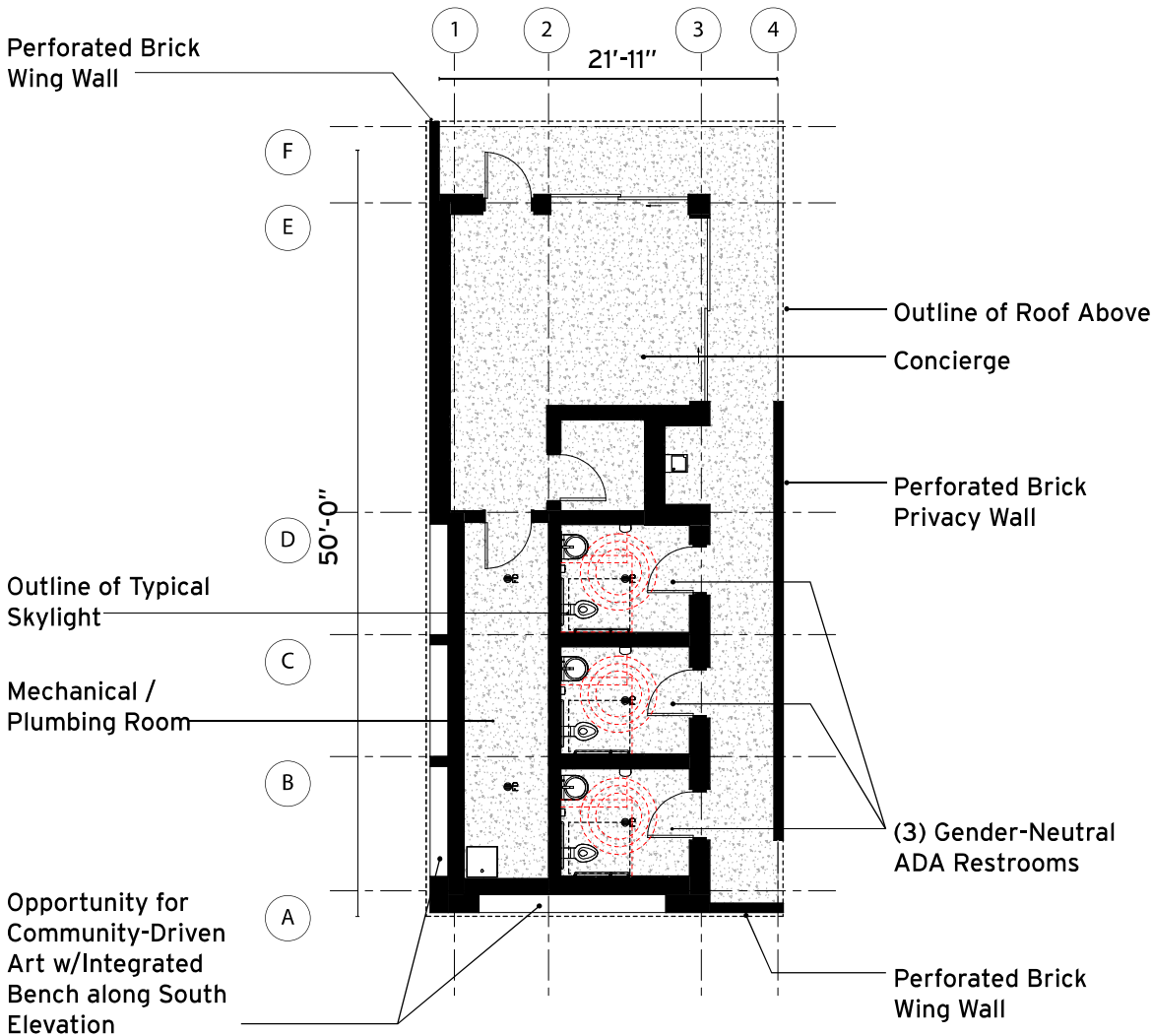
COMFORT STATION



CONCEPT DEVELOPMENT AND CHARACTER



COMFORT STATION - PROGRAM AND LAYOUT



Chapter 15.280.080
Ellensburg landmarks register

Maintaining high functionality
through simple form and layout

Thoughtful location of
architectural features to
increase visibility and safety

Early design considerations
advocating for public
accessibility, use, and easy
maintenance

COMFORT STATION - ELEVATIONS

Supporting urban activity and recreation
Distinct, recognizable visual features
Contributing to the identity of downtown Ellensburg



North Elevation



East Elevation (with perforated screen wall)



South Elevation



West Elevation (with integrated art)

COMFORT STATION - ELEVATIONS

Supporting urban activity and recreation
 Distinct, recognizable visual features
 Contributing to the identity of downtown Ellensburg



North Elevation



East Elevation (beyond perforated screen wall)



South Elevation



West Elevation (without integrated art)

COMFORT STATION - SITE ELEVATIONS



Appropriateness
of scale within the
surrounding context

Design consistency
between the building,
the park, and the
neighborhood

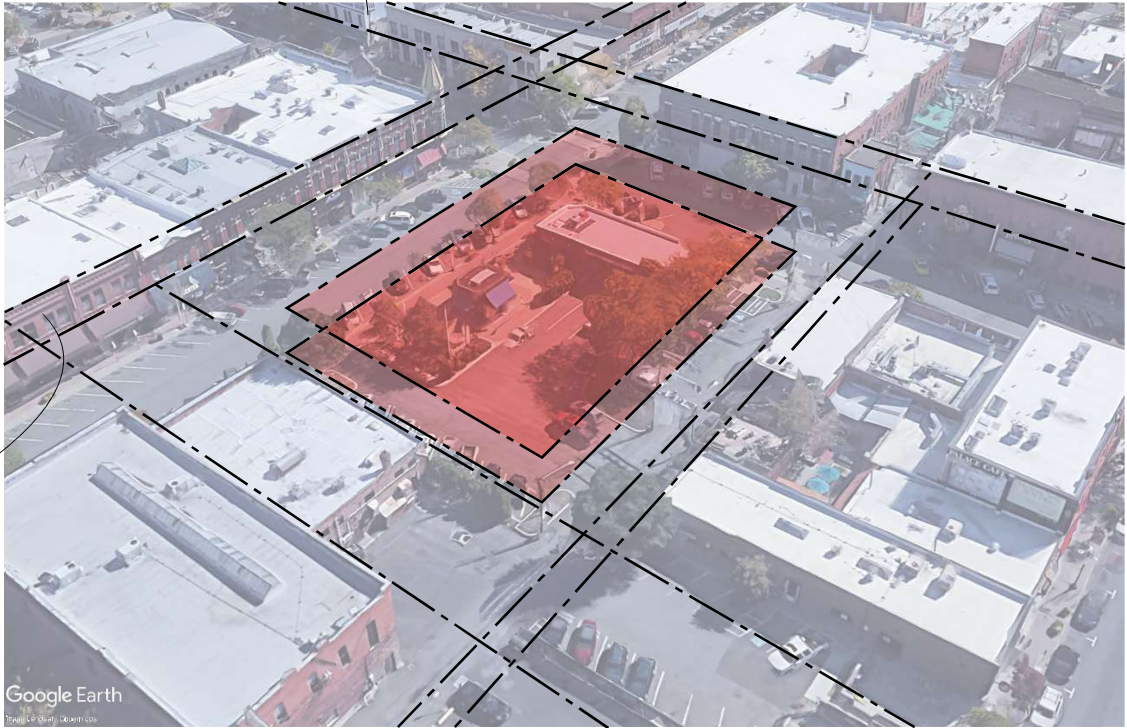
COMFORT STATION - SITE ELEVATIONS



Appropriateness
of scale within the
surrounding context

Design consistency
between the building,
the park, and the
neighborhood

URBAN NEIGHBORHOOD AND RELATIONSHIPS

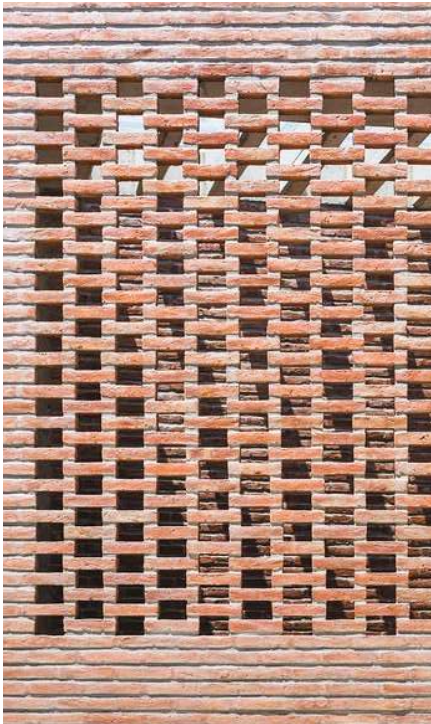


COMFORT STATION - DOWNTOWN MATERIAL CONTEXT

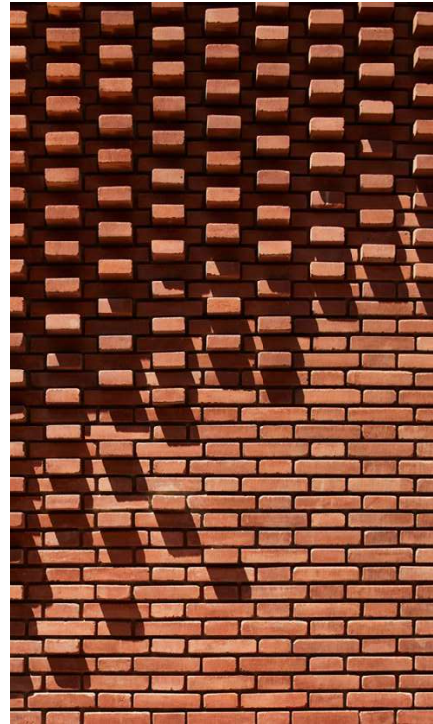


COMFORT STATION - MATERIAL INSPIRATION

Adaptation of existing patterns
Expanding on the existing design character of the district



Perforated

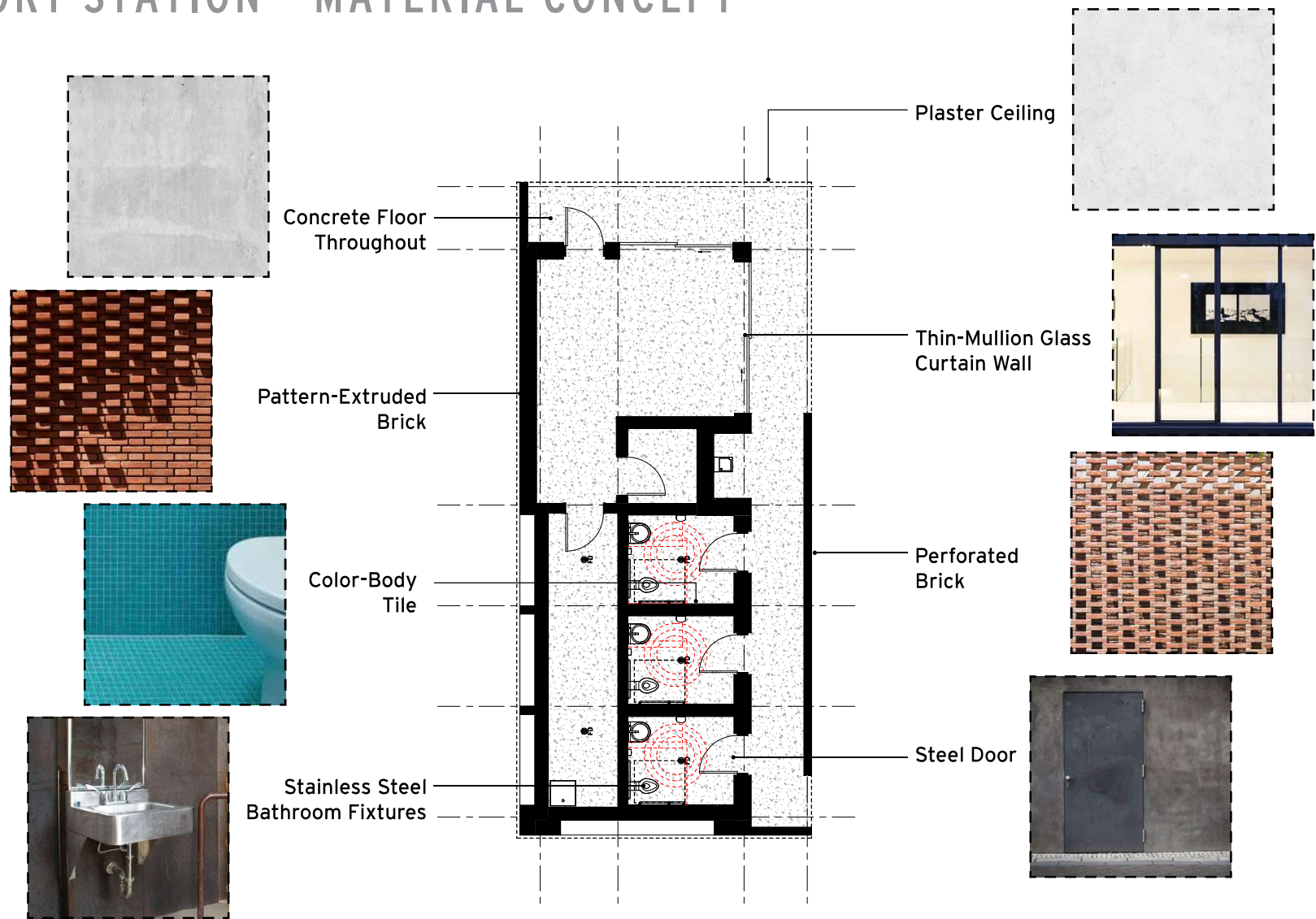


Extruded

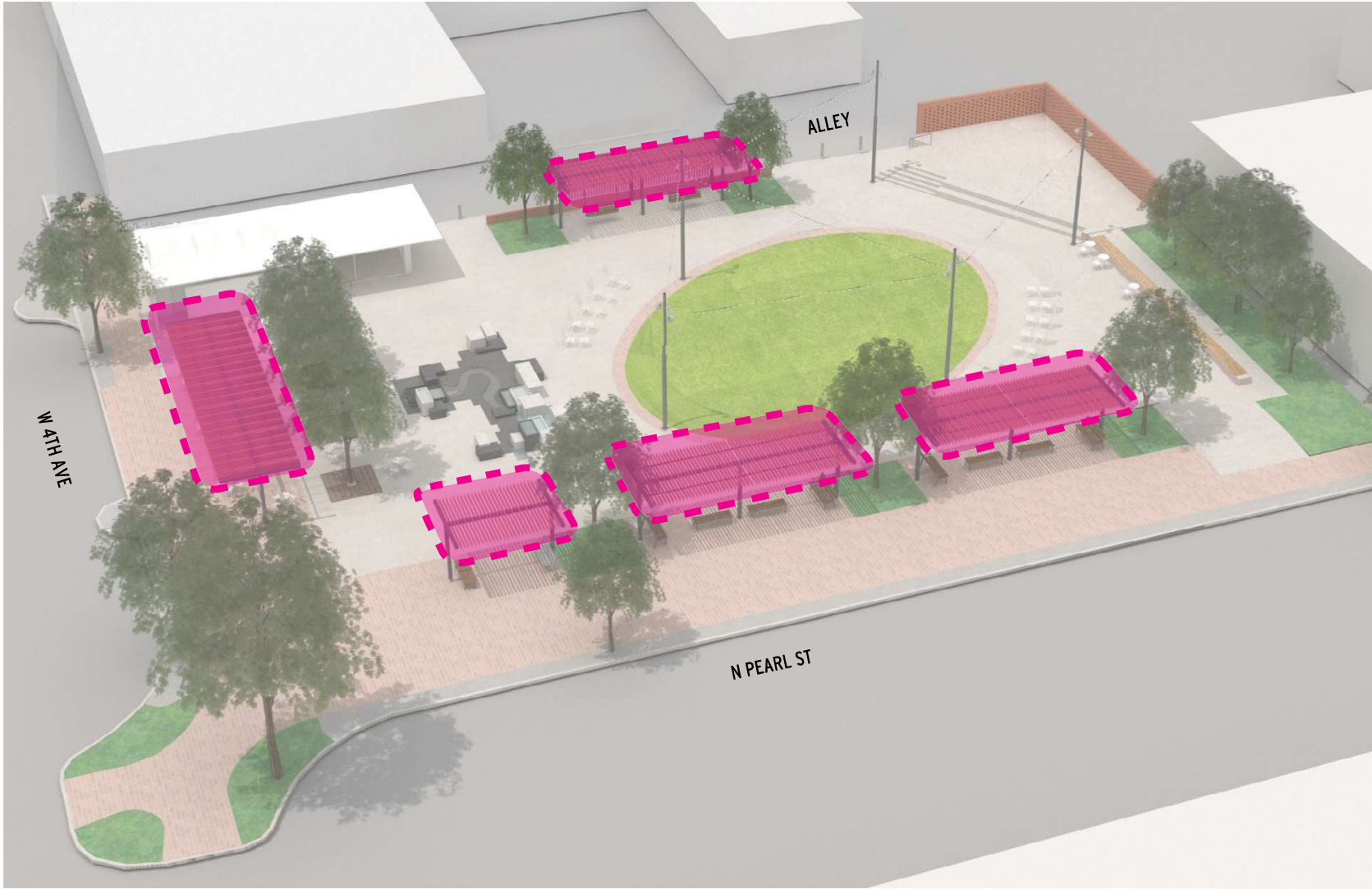


Rotated

COMFORT STATION - MATERIAL CONCEPT



SHADE STRUCTURES



SHADE STRUCTURES - EAST EDGE



SHADE STRUCTURES - SOUTH EDGE



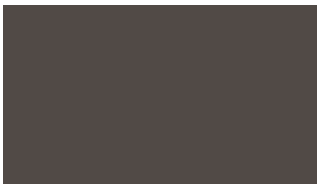
SHADE STRUCTURES - WEST EDGE



STEEL AND EXPOSED WOOD - DOWNTOWN MATERIAL CONTEXT



In keeping with materials used in historic downtown Ellensburg, wood and steel will be dark warm grey and wood will be a darker warm tone.

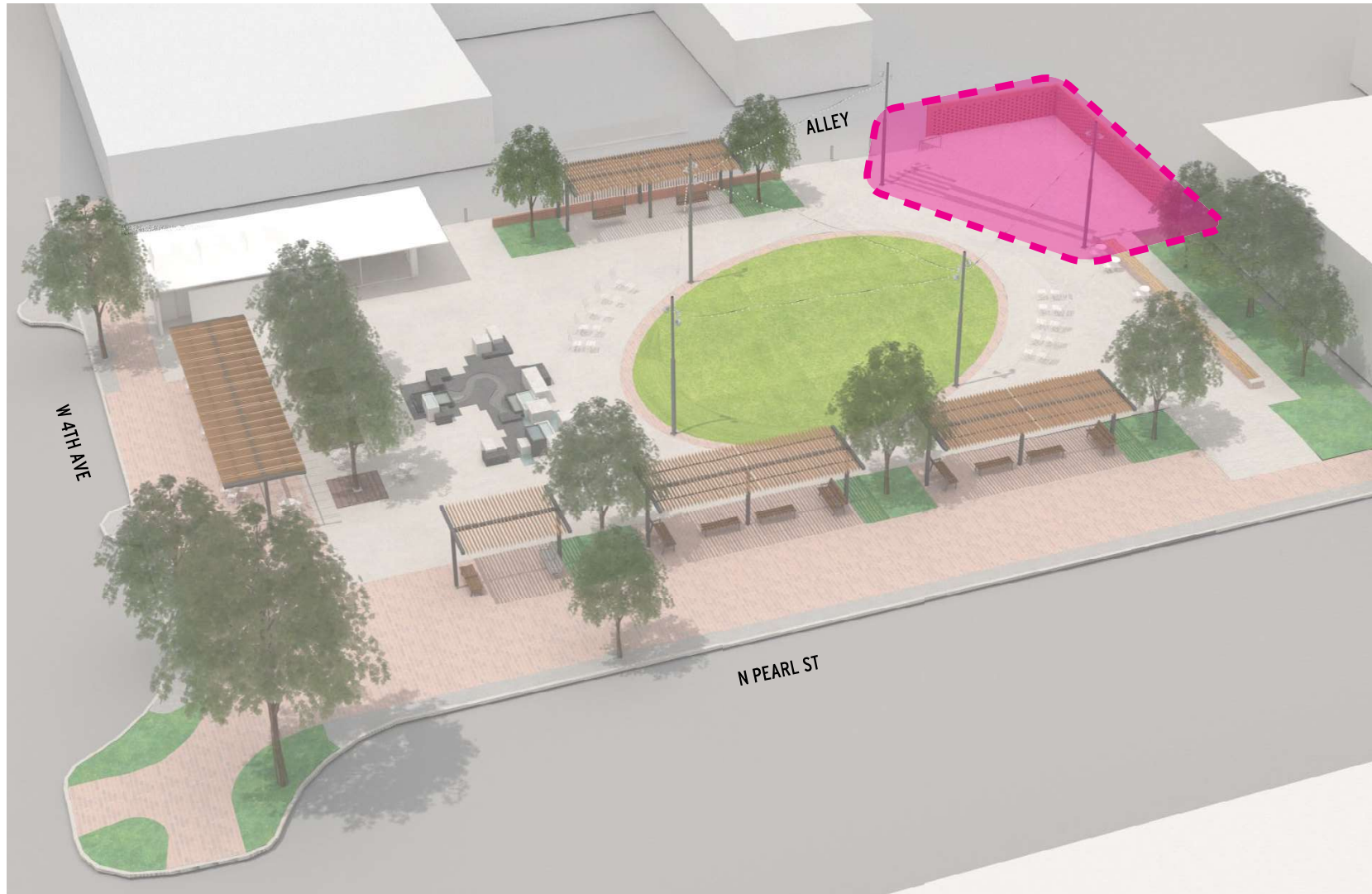


steel

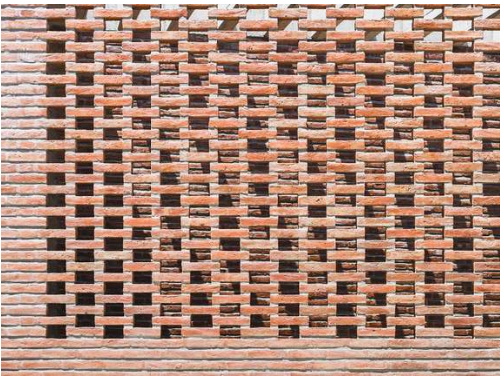
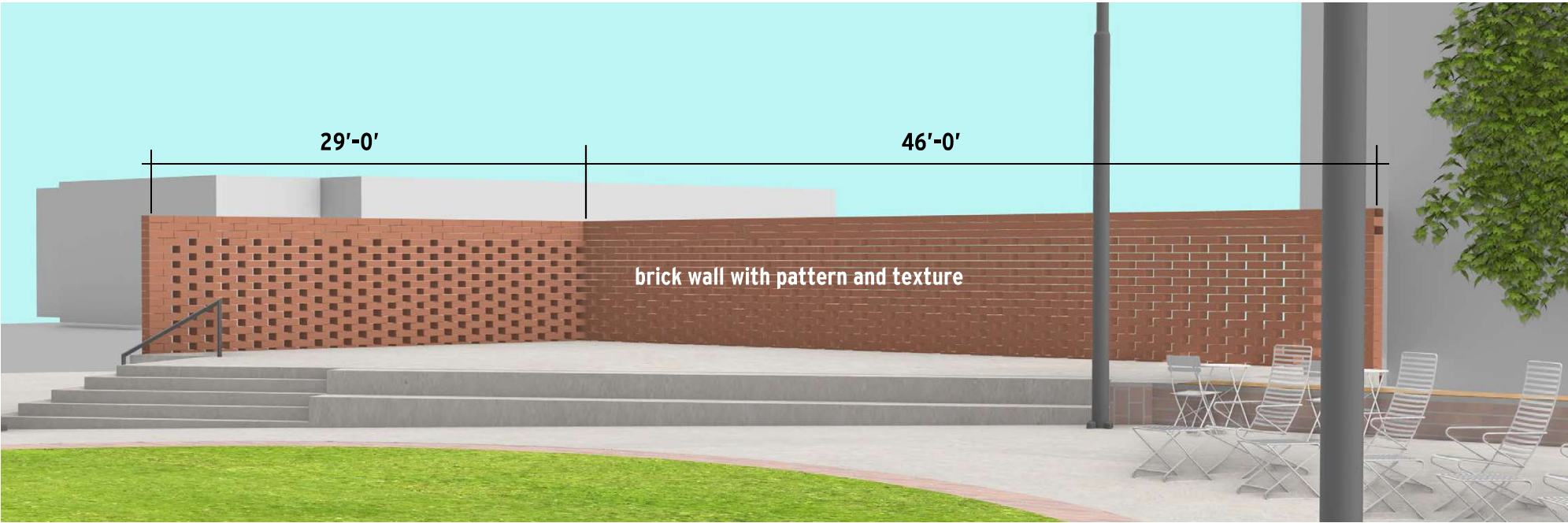


wood

STAGE AND BACKDROP WALLS



STAGE AND BACKDROP WALLS



WALKER|MACY)))))

LIGHTING DIAGRAM



Event Pole Light



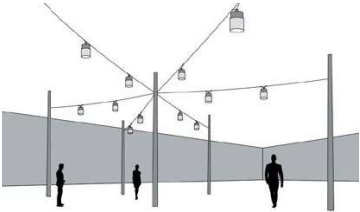
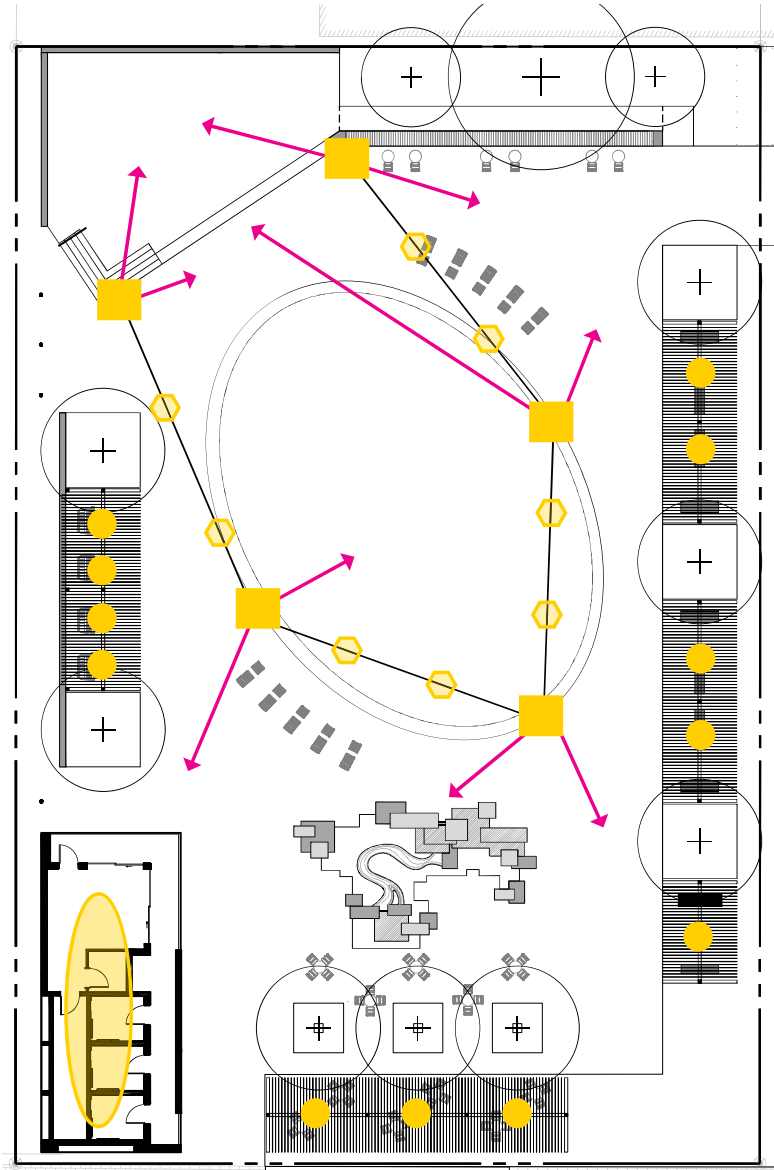
Spot Light
attached to event pole light



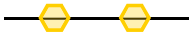
Ceiling Light



WALKER | MACY)))))



Catenary Light

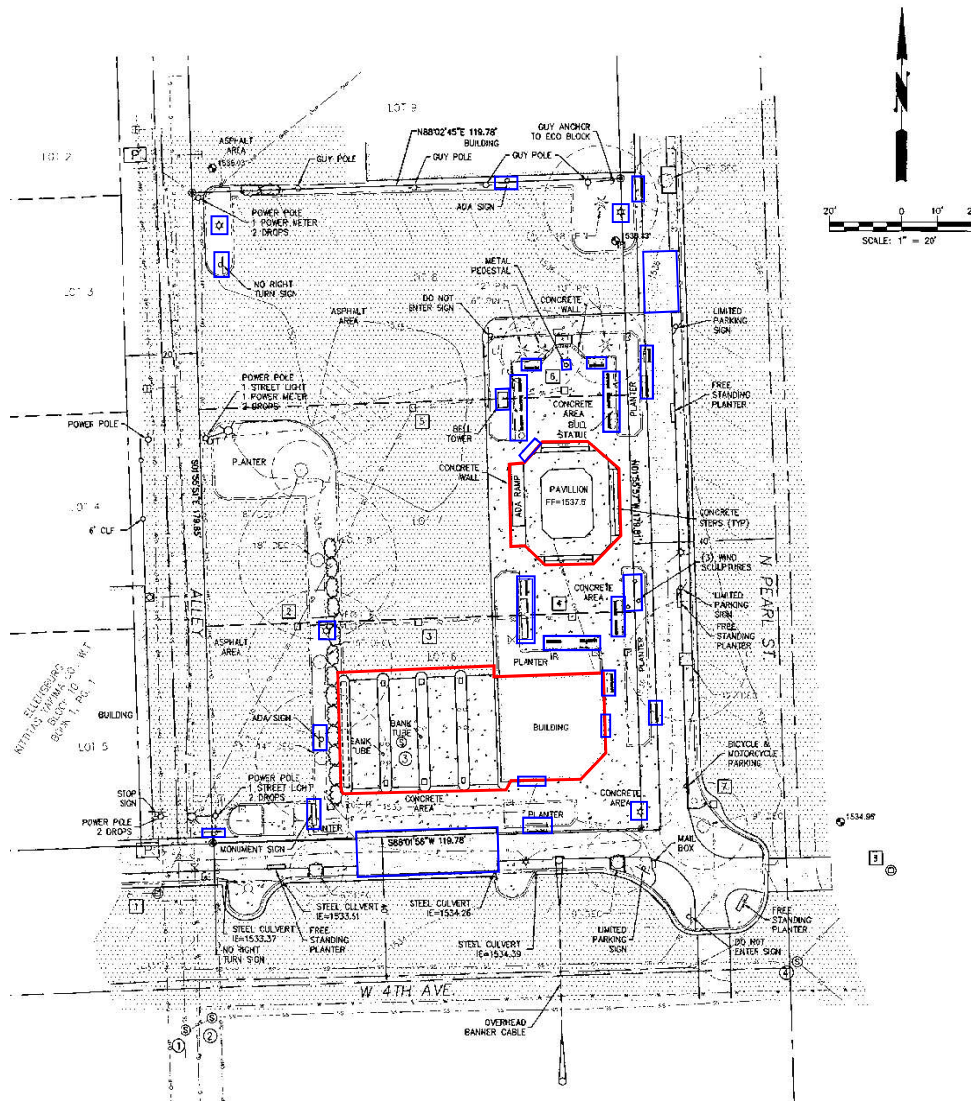


Landscape Pendant

EVENT LIGHT POLES



SURVEY - EXISTING SITE ELEMENTS



LEGEND

- structures for demo
- existing elements to remove and retain for client:
- pedestrian light poles
- benches
- trash can(s)
- bike rack (s)
- sculptures (bull, wind)
- plaques
- flag poles
- bell tower
- signs (traffice, parking, moment)
- water pump metal pedestal
- basalt boulders and columns
- pavers
- park rules signage
- glass display cases

Exhibit 2- January 25, 2023 Staff Report



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

AGENDA REPORT

MEETING DATE: Wednesday January 25, 2023

TO: Landmarks and Design Commission

THRU: Jamey Ayling, Community Development Director

FROM: Stacey Henderson, Senior Planner – Historic Preservation

APPLICANT: Brad Case, agent for owner. #P23-002

PROJECT TITLE: Public Hearing for Consideration of a COA for the proposed designs of several new structures to be located within the new Unity Park, on Parcel ID #146933.

PROJECT DESCRIPTION: The City of Ellensburg is proposing to redesign the downtown Rotary Park and Old Wells Fargo Bank block (parcel ID #146933), with the new Unity Park plan. This proposed new park is located within the Downtown Ellensburg National Register Historic District and local Landmarks District, in Central Commercial (C-C) zoning. The applicant is requesting approval for the proposed designs of several new structures within the new Unity Park plan. The items for review before the Landmarks and design commission include the proposed new permanent structures; a stage with a brick wall backdrop, a comfort station, and several shade structures with seating underneath. The applicant has proposed to use materials such as red brick, dark stained wood, and dark painted metal. (Exhibit B.3). The application (Exhibit B.1) was received by the Department and determined to be complete, per ECC 15.280.090(C)(2)(b), on January 9, 2023.

TYPE OF REVIEW:

Review of proposed changes to landmarks register properties is required per **ECC 15.280.090 (A)**, as follows:

A. Review Required

- 1) No person shall alter, repair, enlarge, newly construct, relocate, or demolish any registered landmark, or any property located within a landmark district, nor install any exterior sign or mural pursuant to subsection (A)(2) of this section, without review by the landmarks and design commission and issuance of a COA. In the case of murals, the arts commission shall first

review and provide its recommendations to the landmarks and design commission of any proposal for a mural to be located on a registered landmark or within a landmark district. Factors to be considered by the arts commission include media to be used, method of application, stability, building/site, mural location and practicability of project.

- 2) This review shall apply to all exterior features of the property visible from a public right-of-way. This review applies whether or not a permit from the city of Ellensburg is required.
- 3) Review of alterations to Ellensburg landmarks register properties under this chapter is in lieu of design review required for projects and sign review per ECC 15.210.050(B).

Additionally, the Commission shall also review the Building Design criteria as found in ECC Chapter 15.530. More specifically, the building design criteria which is applicable to historic buildings and districts is found in ECC 15.530.020, as follows:

ECC 15.530.020 Building Design: Historic Buildings and Districts

- A. Purpose. To preserve and reinforce the historic character of Ellensburg's downtown and older residential areas.
- B. Historic Buildings and Districts Standards and Guidelines.
 - 1) All development projects identified on the Ellensburg landmarks register are subject to review by the Ellensburg landmarks and design commission per Chapter 15.280 ECC and conformance with the following design standards for rehabilitating existing buildings.
 - a. Retain and preserve the overall historic character of the building;
 - b. Ensure that proposed alterations are compatible with the building's own architectural character, and do not create a false historical appearance;
 - c. Retain and preserve early alterations which have architectural significance in their own right;
 - d. Treat distinctive original features, finishes, and examples of skilled craftsmanship with sensitivity;
 - e. Repair rather than replace deteriorated architectural features whenever possible;
 - f. Use the gentlest means possible when surface cleaning exterior masonry;
 - g. Protect and preserve significant archaeological sites affected by the project, or provide mitigation for their disturbance; and
 - h. Design new additions to existing buildings and new infill construction to be compatible with the massing, scale, materials, and architectural features of adjacent historic structures.

These standards are supplemented and further defined or explained by that document entitled "Design Standards for the City of Ellensburg," as currently enacted.

- 2) Property owners of historic district buildings are also encouraged to use the Secretary of the Interior's Standards for the Treatment of Historic Properties (web: <https://www.nps.gov/tps/how-to-preserve/briefs.htm>) (hard copy also available at City Hall) as a guide to preserve, rehabilitate, restore, reconstruct, or add to historic properties. These standards provide detailed recommendations on restoration, maintenance, repair, replacement, design, alterations, building materials, roofs, interiors, etc. [Ord. 4656 § 1 (Exh. O2), 2013.]

STAFF COMMENTS:

The subject parcel, located at the northwest corner of Pearl Street and 4th Ave, sits within the downtown National Register District and Local Landmarks District, on Parcel ID #146933, in Central Commercial (C-C) zoning. Currently, this parcel is the location of Rotary Park and the Old Wells Fargo Bank building, with several benches and sculptures located throughout the property. The applicant, the City of Ellensburg, is proposing to redesign the subject parcel as one cohesive park design to allow for more usable space and connection to the surrounding neighborhood.

The applicant has provided a separate COA application (P22-115), to review the demolition of the existing Old Wells Fargo Bank Building and Rotary Park Pavilion. This COA (P23-002) addresses the second part to the park proposal, which is to obtain approval of the proposed exterior designs of the new structures. (P23-002)

Proposed permanent new construction within the boundaries of the Local Historic Landmarks Districts requires review from the Landmarks and Design Commission, per ECC 15.280.090(A). The intent of this review is to apply the code and preservation principles to the proposed exterior designs of the new structures, to ensure compatibility with historic character of the district. The applicant has proposed several new structures, including a comfort station, multiple shade structures, and a brick wall backdrop at the stage.

The exterior of the comfort station is proposed as red brick, with various screened brick walls to allow for privacy, and blank brick walls to allow for the installation of rotating art. The height of this building is low, with a flat roof to mirror those of the commercial buildings surrounding the park. The brick masonry, artwork, and wood details draw from details found in buildings around the district, as seen on page 11 of Exhibit B.3.

The applicant has also proposed five shade structures around the perimeter of the subject parcel. Pages 16-20 of Exhibit B.3 demonstrate the proposed designs, which include a darker warm tone wood slat roof, and dark warm grey steel posts similar to the Iron Ore color found on the nearby Geddis building. There is also a proposed brick backdrop wall behind the stage, that will include the perforated brick pattern similar to the one on the comfort station, while also complimenting the red brick found in the nearby historic district. The proposed light poles are simple, dark painted metal, and can have various lighting attachments added to them depending on the event needs at the park.

The applicant has provided a narrative, demolition plan, and proposed park plan. The proposed structures reflect compatible materials as seen in structures within the historic district, and do not detract from the overall historic character of the neighborhood.

RECOMMENDATION: Staff has reviewed the criteria in the Ellensburg City Code and recommends that the Certificate of Appropriateness (COA) be **granted** by the Commission for the proposed new construction of the comfort station, shade structures, stage wall, and light posts, as proposed with **one condition**:

1. The applicant shall obtain an additional COA for the installation of any Murals or permanent art or sculpture to be installed on the subject parcel.

If the Commission should choose to follow the recommendation of Staff and approve the COA, Staff would advise the Commission that the following Findings of Fact are applicable to this project:

1. Per ECC Sections 15.280.090, and 15.530.020, the LDC has jurisdiction to review this project.
2. The project has been found to be in keeping with one of the required building design standards of ECC 15.530.020, specifically that:
 - h. The new infill construction is compatible with the massing, scale, materials, and architectural features of adjacent historic structures.
3. The Applicant is the agent for the owner of this property and can pursue this action. The Parcel is ID #149633, and is located in the Ellensburg Downtown National Register District and Local Landmarks District.
4. It is in the interest of the City of Ellensburg to have the historic character of the district maintained and preserved. If approved, this proposal would not negatively alter the character-defining features of the downtown historic district.

In addition, if no public comment is received during the public hearing portion of the meeting, the following Finding of Fact would also be applicable:

5. No public comment was received.

After the close of the public hearing, if it is determined that additional findings of fact are pertinent, they should consist of concise statements of the underlying facts in support of the decision made by the Landmarks & Design Commission. Findings of Fact should be made by the Commission, regardless of whether the project is approved or denied.

When making the final motion, the Commission may also include any conditions of approval that are appropriate to this application.

EXHIBITS:

A. Location Map

B. COA Application Materials submitted by the applicant, including

1. Application
2. Narrative
3. Proposed Park Plan

Exhibit A- Location Map

Parcel ID #146933



Exhibit B.1- Application



Landmarks & Design

Certificate of Appropriateness Application

PA-10
APPLICATION

Community Development Department

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

The City of Ellensburg Landmarks and Design Commission, per Section 15.280.020 of the ECC, has jurisdiction over historic districts. It safeguards the heritage of the city as represented by those buildings, districts, objects, sites and structures which reflect significant elements of Ellensburg's history.

Review of changes to Landmarks Register properties is **required**, per Section 15.280.090. "No person shall alter, repair, enlarge, newly construct, relocate or demolish any registered landmark or any property located within a Landmark District nor install any exterior sign...without review by the Landmarks and Design Commission and approval of a **Certificate of Appropriateness**". This review shall apply to **all** exterior features of the property visible from a public right-of-way. **This review applies whether or not a permit from the City of Ellensburg is required.**

OFFICIAL USE ONLY:

Staff Person:	KB
Date Submitted:	1/4/2023
Fee Total:	N/A
LDC FILE #:	P23-002
Associated Permit File #:	P22-115 P21-025 B21-097

PROPERTY OWNER: (Note: If the Applicant is not the Owner, attach written authorization from the legal owner(s).)

Legal Owner Name(s):	City of Ellensburg	Day Phone:	509-925-8639
Mailing Address:	501 N Anderson St, Ellensburg, WA 98926		
E-mail:		Cell Phone:	

*APPLICANT: ☒ Owner ☐ Contractor ☐ Tenant ☐ Other

Name:	Brad Case - City of Ellensburg	Day Phone:	509-925-8639
Mailing Address:	501 N Anderson St, Ellensburg, WA 98926		
E-mail:	caseb@ci.ellensburg.wa.us	Cell Phone:	

CONTACT PERSON: ☐ Owner ☐ Contractor ☐ Tenant ☒ Other project design consultant

Name:	Jen Montessor - Walker Macy	Day Phone:	206-582-3874
Mailing Address:	217 Pine St, Suite 550 Seattle, WA 98101		
E-mail:	jmontessor@walkermacy.com	Cell Phone:	

PROJECT INFORMATION:

This application shall be submitted, with all required information, to Community Development Staff and deemed a complete application, to be considered for a public meeting. At the duly-noticed public hearing, the Landmarks and Design Commission will make a decision of whether to approve, approve with conditions or deny the Certificate of Appropriateness application. Per Section 15.210.050.B, a denial may be appealed to the City Council. Please consult with the Senior Planner for Historic Preservation if you have any questions. All projects must meet the City of Ellensburg Design Standards (Title 15) and ECC 15.70, Landscaping Requirements. A copy of the Design Standards is available at the Community Development Department or located online at www.codepublishing.com/wa/ellensburg.

☐	Parcel Number of Site:	146933	
☐	Site Address:	400 N. Pearl St., Ellensburg, WA 98926	
☐	City Zoning Designation:	Central Business District & CC	Is a building permit required: ☒ Yes ☐ No

PROJECT INFORMATION:

☐	Project Description:	In a separate narrative, please describe how your project complies with the guidelines for historic properties listed in Sections 15.280.090, 15.530.020 & 15.530.030.
☐	Site Plan:	1. All building locations and dimensions to property lines and other structures. 2. Property lines and easements. 3. Setbacks, open space and landscaping. 4. Rights of way, curbs, parking sidewalks. (The site plan shall be legibly drawn to a minimum scale of 1:20 on substantial paper a minimum 11" x 17" size)
☐	Parking Lot Plan:	Must have preliminary approval by Public Works for parking lot plan.
☐	Exterior Lighting:	Identify the location, design, wattage and lighting orientation.
☐	Exterior building alterations, rehabilitation or restoration:	1. Scaled building elevations of all building sides. 2. Samples of types of materials to be used in the construction. 3. Paint colors & design (each paint color applied to 8-1/2" x 11" poster board. 4. Type of paint removal method (i.e. water, chemical, mechanical). 5. Repointing mortar joints – pointing styles and method. 6. Window repair/replacement/alteration detail.
☐	Signage:	1. Colored design 2. Dimensions 3. Location – Drawing or photograph depicting sign(s) on the building or pole. 4. Type of illumination.
☐	Dumpster:	1. Screening materials & colors 2. Location
☐	Special Valuation	Submit documentation for application for Special Valuation for Historic Purposes per ECC 15.280.110 if applicable.

PLEASE NOTE: Items marked above shall be submitted to the Community Development Department **Twenty-One (21) Calendar Days before** the regular scheduled meeting of the Landmarks & Design Commission to allow time for review, processing and advertising according to WA State Statute. The Landmarks & Design Commission meets on the first Tuesday of each month and, if needed, on the third Tuesday of each month.

Stacey Henderson, Senior Planner/ Historic Preservation, is the staff liaison to the Landmarks & Design Commission.

Telephone: (509) 925-8608

FAX: (509) 915-8655

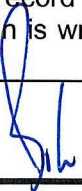
E-mail: hendersons@ci.ellensburg.wa.us

SIGNATURE OF LEGAL OWNER or REPRESENTATIVE AS AUTHORIZED BY THE LEGAL OWNER:

I, Brad Case, (print name) affirm that the above responses are made truthfully and to the best of my knowledge. I hereby apply for this permit application and acknowledge that I have read this application and state that the information is correct and that I agree to comply with all city ordinances pertaining to this permit if granted.

I further affirm that I am the owner of record of the area proposed for the above-identified land use action or, if not the owner, attached herewithin is written permission from the owner(s) authorizing my actions on his/her/their behalf.

Signature of Legal Owner:
(or Authorized Agent)



Date:

12/22/2022

NEW DESIGN CERTIFICATE OF APPROPRIATENESS PROJECT DESCRIPTION

Project Description

Unity Park will be the primary public gathering and event space for downtown Ellensburg, Washington. The park is intended to serve a range of performances and events throughout the year while also serving daily activities as the downtown 'living room'. Primary program elements include a new comfort station building (with restrooms, mechanical chase, storage, and concierge space), permanent stage, shade structures, water feature, informal seating, and planting. Site orientation will take into account prevailing sun and wind patterns and potential impact on comfort during events and daily use.

New Park Design

The new Unity Park is located at the prominent corner of 4th Avenue and Pearl Street. It lies within the historic district of downtown and is surrounded by existing buildings that represent the history and culture of Ellensburg. The park's form and design are rooted in the adjacent context, particularly the surrounding scale, form, and materiality of the historic district as well as special geologic characteristics of Ellensburg. We intend to use classic materials such as brick, metal, and wood in new ways that borrow from and adapt existing architectural patterns found on adjacent blocks. Brick recalls the historic redevelopment of the town after the 1889 fire, metal draws from Ellensburg's contribution to industrialization, while wood references the regions ranching and farming history. This material palette, applied to both vertical elements as well as seating and paving, contributes to the existing context and creates a cohesive park design. The design of the new park and its accompanying comfort station seek to complement and stitch into the existing fabric of downtown.

Comfort Station

A key feature of the new park is a comfort station with three gender neutral restrooms, a mechanical chase, and concierge with storage space. The building will be located at the southwest corner of the park, anchoring the edge along the alley, and reinforcing the urban grid, while also opening up the prominent southeast corner as a gateway into the park. This building location allows for unobstructed views within the park and views and access into the space from all three edges.

The comfort station design is inspired by its context. Similar to the ground floor of the adjacent urban fabric, the ground floor level sets a horizontal datum on the block, with urban façade materials (glazing, doorways, alcoves) extending up to this line (see Comfort Station concept package for diagrams). Corners and opaque walls are typically brick, and where occurs, detailed brickwork is more prominent at the ground level, corners, and cornices. The proposed design builds upon this urban, ground floor craft and character through masonry detailing, a building height that is similar to the base height of the block, and clearly indicated entrances and places

NEW DESIGN CERTIFICATE OF APPROPRIATENESS PROJECT DESCRIPTION

where people enter the building. Opaque masonry walls are treated with masonry relief and can accommodate locations for artwork. The height of roof line marks a datum consistent with adjacent storefronts. This same datum is maintained throughout the heights of the shade structures and stage backdrop walls.

Inspired by the Ellensburg Blue agate, the building takes on a form that is hard on the exterior (masonry), and holds an element of surprise (luminous, smooth interior). Public restroom interiors typically require a resilient finish, so the team adopted a color palette of resilient materials (color-body tile) based on the range of blue agates, and skylights to create a wash of natural light and surprise for users.

The building's materials embody the character of Ellensburg (crafted masonry, durable materials, alcove entry spaces) while providing a safe and approachable public amenity. Structural CMU walls will be clad with full-depth brick (real brick), with offsets and detail at corners and seating alcoves. Blank facades could be articulated with offset bricks that support a visual interplay with brick screen walls. Brick screen walls (offset double wythe brick walls) could be located at non-conditioned areas of the comfort station and at the alley wing wall of the stage.

Shade Structures

Permanent shade structures (pergolas) will line the edges of the park providing much needed shade while maintaining the linear grid of the surrounding downtown. The structures hold the park edges providing both rhythm and organization to the overall park design. The shade structure design is simple and timeless, complimenting the comfort station and stage backdrop walls in size and materiality. We envision the frame of the shade structure as painted metal and the slats above as wood. Open overhead slats will provide shade protection without creating a solid roof. The height of the shade structures matches the height to of the comfort station and stage backdrop walls creating a direct relationship amongst all the park's vertical elements.

Stage and Backdrop Walls

The residents of Ellensburg have said that a permanent stage is of highest priority for them. The new design locates the stage at the northwest corner of the park, a location that is well suited for the stage but less ideal for other park elements. This location anchors the northwest corner and holds the alley edge. The design deliberately leaves the adjacent Dakota building to the north untouched and visible, grounding the park within the context of downtown.

The 1'-6" tall stage is intended for continual use with the orientation and access designed to encourage use beyond scheduled events and performances. Users can access the stage from two sides via stairs and a sloping walkway. The stairs provide access during events and serve as seating for everyday use. The sloping walkway provides both accessible stage access and easy loading of

NEW DESIGN CERTIFICATE OF APPROPRIATENESS PROJECT DESCRIPTION

equipment for events and performances. We envision the stage as concrete for durability and longevity with potential accents that reference other paving materials used throughout the park.

Permanent backdrop walls behind the stage will protect against prevailing winds, block vehicle lights from the alley, and screen views of the adjacent parking lot. A brick wall will line the alley and wrap the northwest corner. This wall will directly relate to the comfort station in materiality, texture, pattern, and color and together the two structures will hold the park edge along the alley. As with the comfort station, brick will be used in an unexpected way to create a dynamic surface that is both functional and beautiful. A wood wall will seamlessly integrate with the brick wall and span the north side of the stage. This wall is meant to be cohesive yet different in material and texture and relate directly to the materiality of the shade structures. This wall will also use a traditional material in new way to create a surface that is both a backdrop when the stage is in use and an element of interest when not in use. Together these two backdrop walls will complement the comfort station and shade structures, ground the northwest corner, and integrate the existing brick Dakota building into the park materiality and design language.

Existing Historic and Cultural Park Elements

The bull sculpture will be relocated on site, while the following elements are proposed to be removed and retained and relocated either on site or off site. Existing benches, trash cans, bike racks, and raised planters, plaques, flag poles, flags, bell, and pump, kinetic sculptures, boulders and basalt columns, Visitor Center sign, decorative signage/sculptures in the right-of-way curb bulbs, Ellensburg Parks and Recreation Rules signage, and three headed light pole at the corner of Pearl Street and 4th Avenue. Within the right-of-way, street trees, utility poles, pedestrian light poles, and parking signage will be preserved and protected.

UNITY PARK

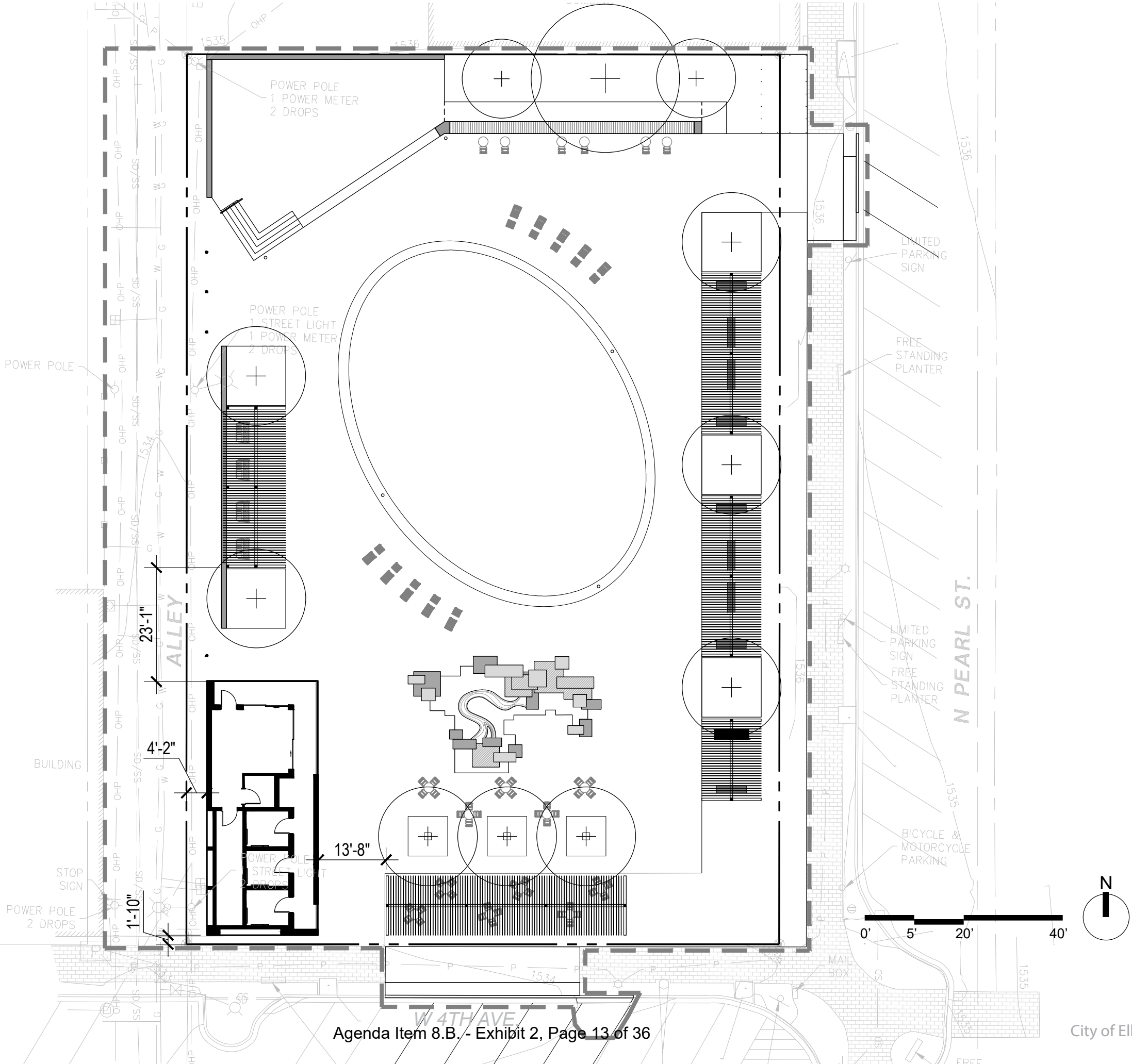
DEMO | CERTIFICATE OF APPROPRIATENESS

NEW PARK DESIGN | CERTIFICATE OF APPROPRIATENESS

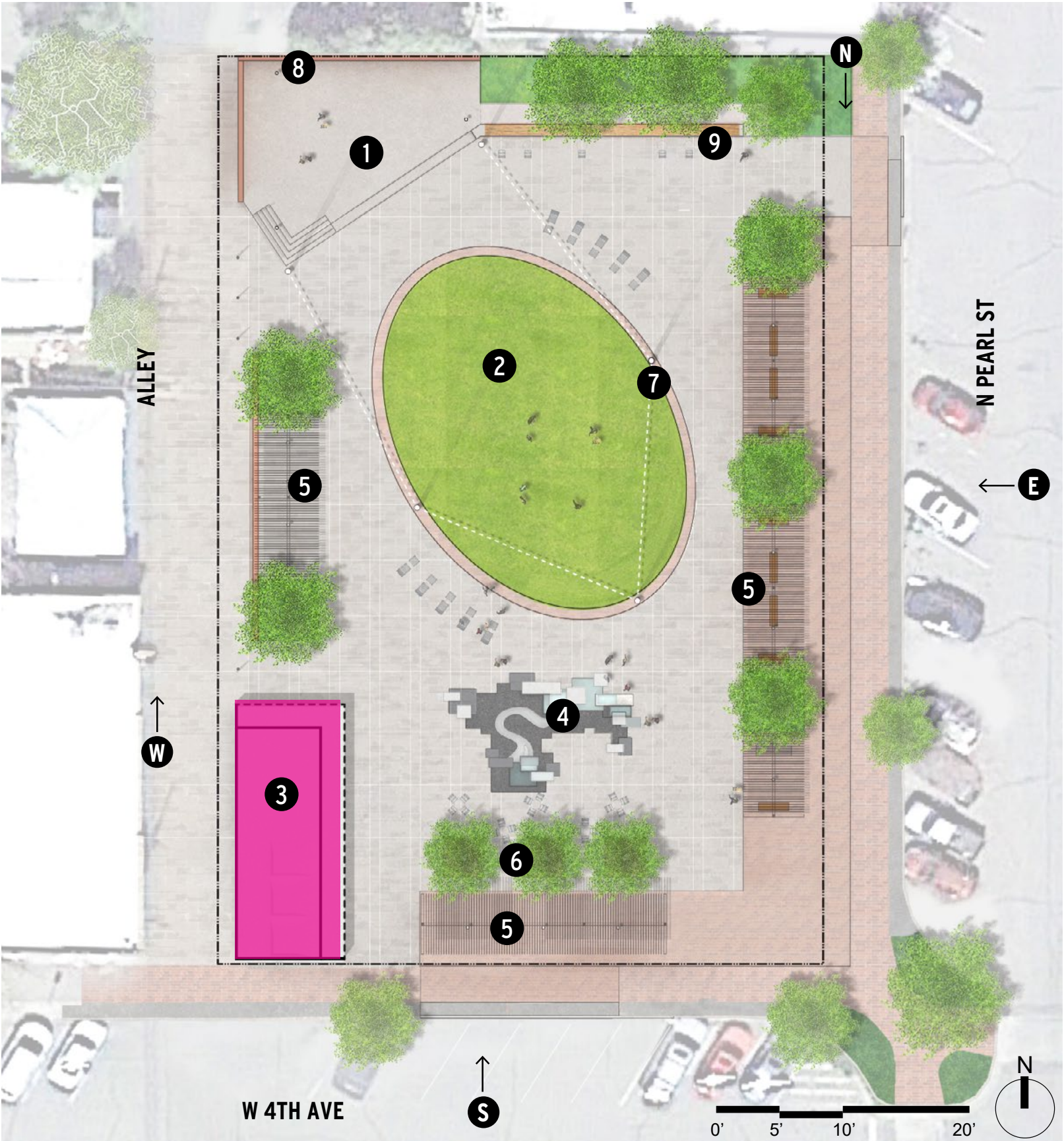
CITY OF ELLENSBURG, WA
LANDMARKS & DESIGN COMMISSION
25 JANUARY 2023

PRE-MEETING APPLICATION MATERIALS

SITE PLAN



RENDERED PLAN AND CONTEXT



- | | | |
|---------------------|-------------------------------|----------------------------|
| 1 Stage (permanent) | 4 Water Feature | 7 Lighting / Sound Support |
| 2 Lawn | 5 Shade Structure (permanent) | 8 Screen / Wind Block |
| 3 Comfort Station | 6 Picnic Grove | 9 Permanent Seating |

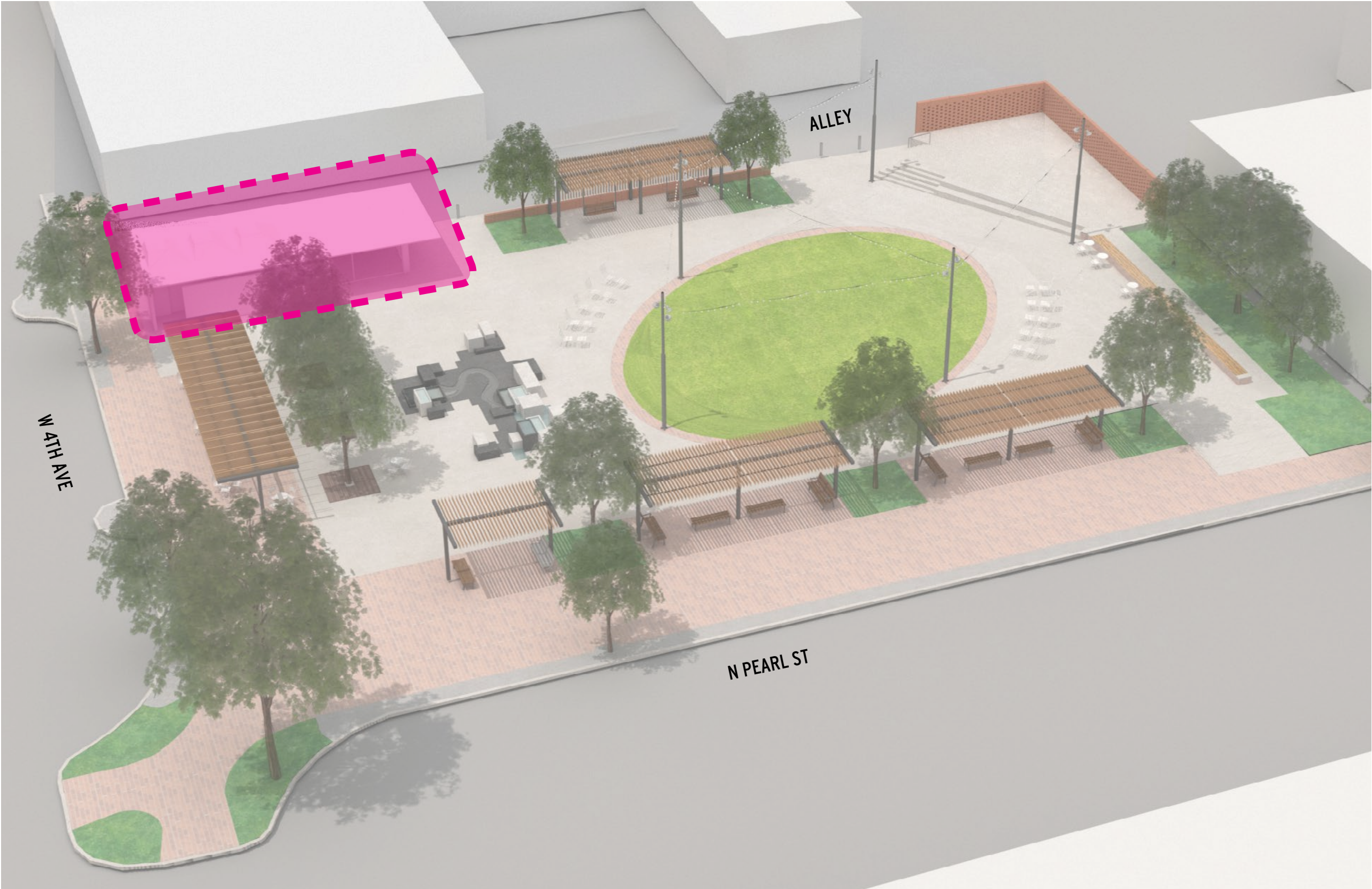


BIRDSEYE VIEW LOOKING NW

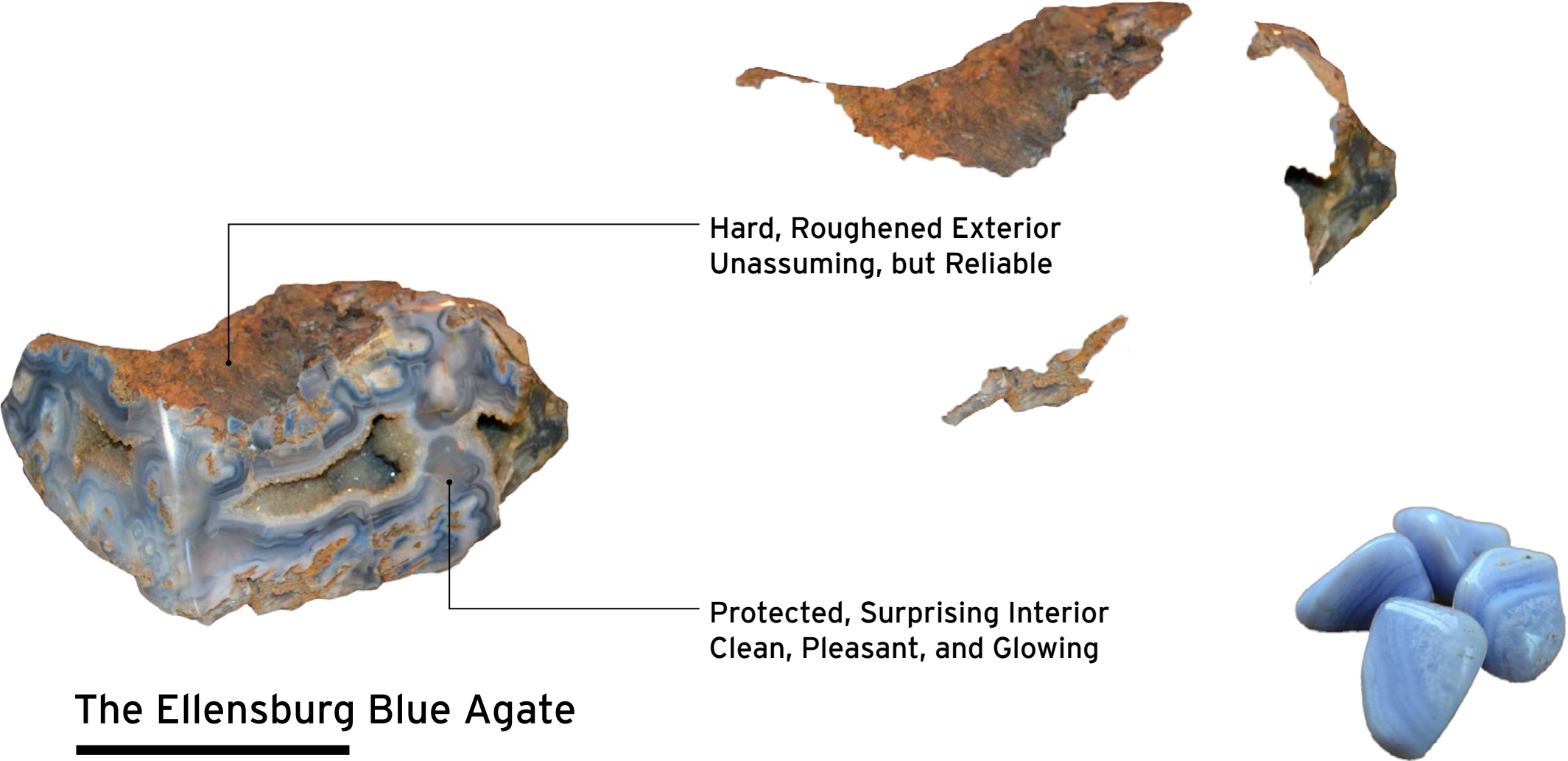


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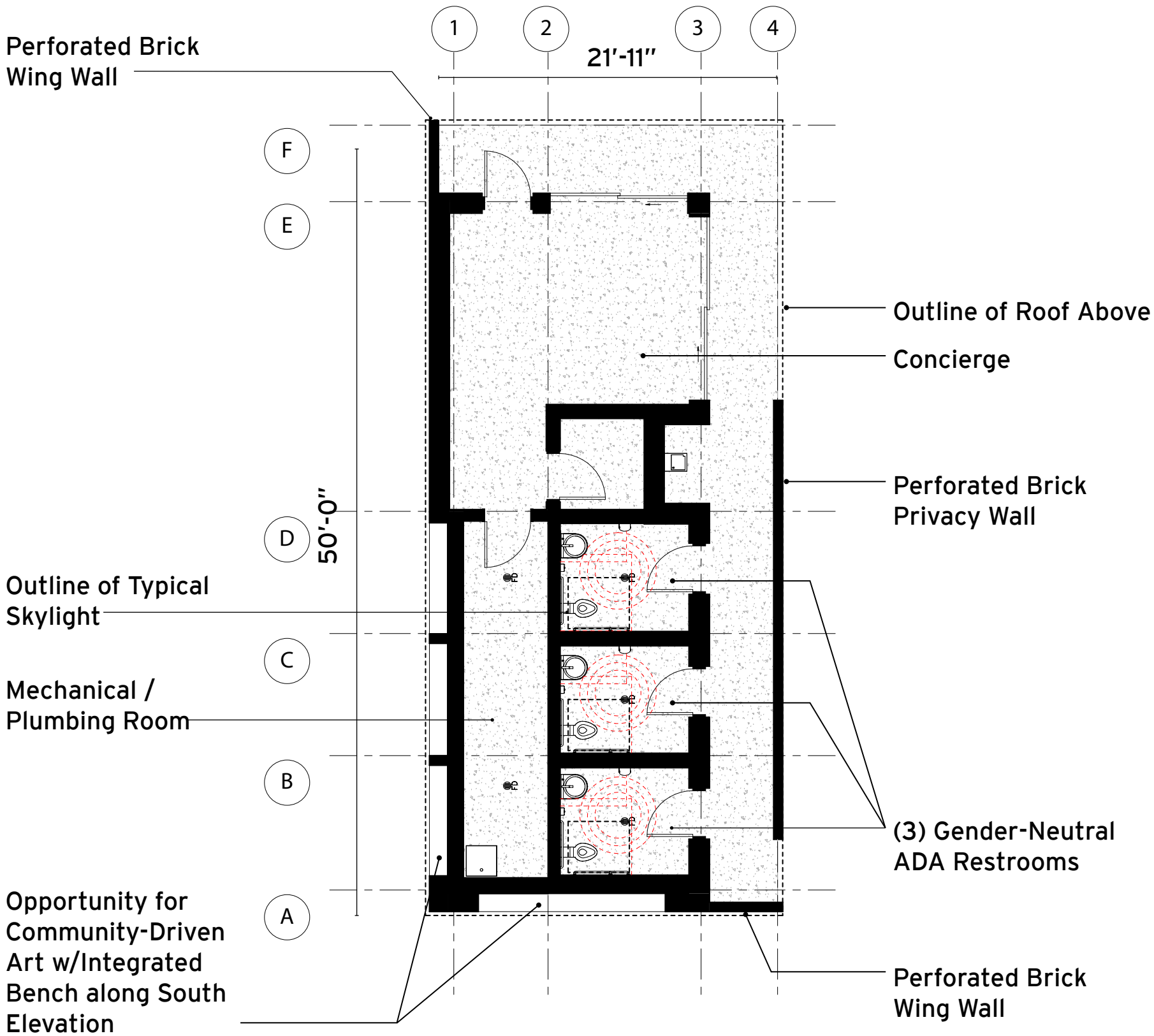
COMFORT STATION



CONCEPT DEVELOPMENT AND CHARACTER



COMFORT STATION - PROGRAM AND LAYOUT



Chapter 15.280.080
Ellensburg landmarks register

Maintaining high functionality
through simple form and layout

Thoughtful location of
architectural features to
increase visibility and safety

Early design considerations
advocating for public
accessibility, use, and easy
maintenance

1/8" = 1'-0"

0' 4' 8' 16'



COMFORT STATION - ELEVATIONS

Supporting urban activity and recreation
Distinct, recognizeable visual features
Contributing to the identity of downtown Ellensburg



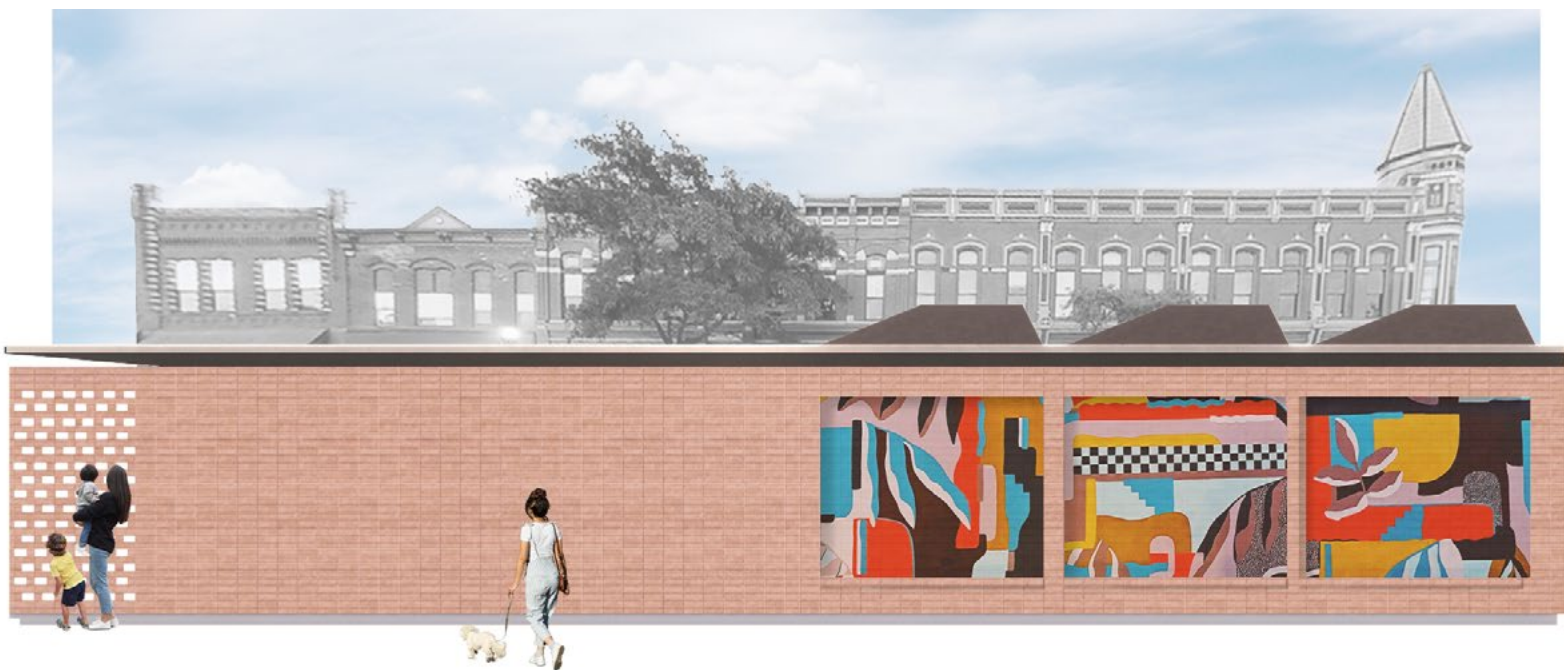
North Elevation



East Elevation (with perforated screen wall)



South Elevation



West Elevation (with integrated art)

COMFORT STATION - ELEVATIONS

Supporting urban activity and recreation
Distinct, recognizeable visual features
Contributing to the identity of downtown Ellensburg



North Elevation



East Elevation (beyond perforated screen wall)



South Elevation



West Elevation (without integrated art)

COMFORT STATION - SITE ELEVATIONS



Appropriateness
of scale within the
surrounding context

Design consistency
between the building,
the park, and the
neighborhood

COMFORT STATION - SITE ELEVATIONS

Surrounding Context Beyond

Comfort Station

Ground Level



North Elevation

Surrounding Context Beyond

Comfort Station

Ground Level



East Elevation (beyond perforated screen wall)

Surrounding Context Beyond

Comfort Station

Ground Level

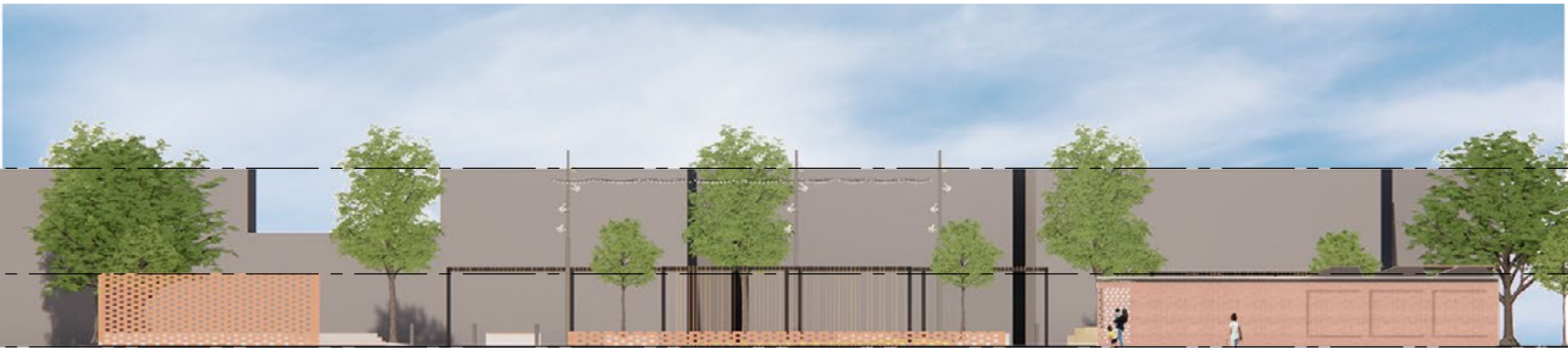


South Elevation

Surrounding Context Beyond

Comfort Station

Ground Level

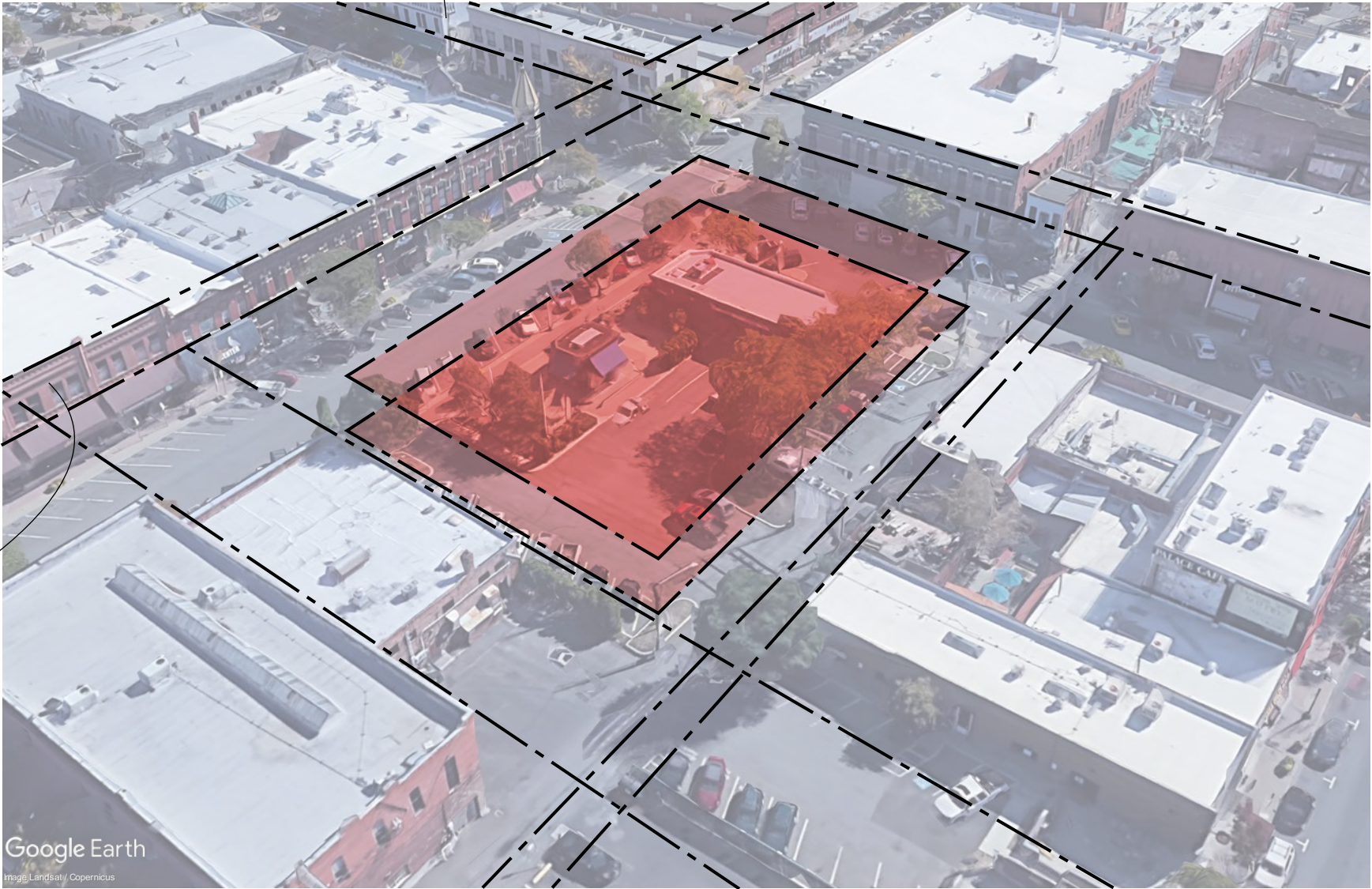


West Elevation (without integrated art)

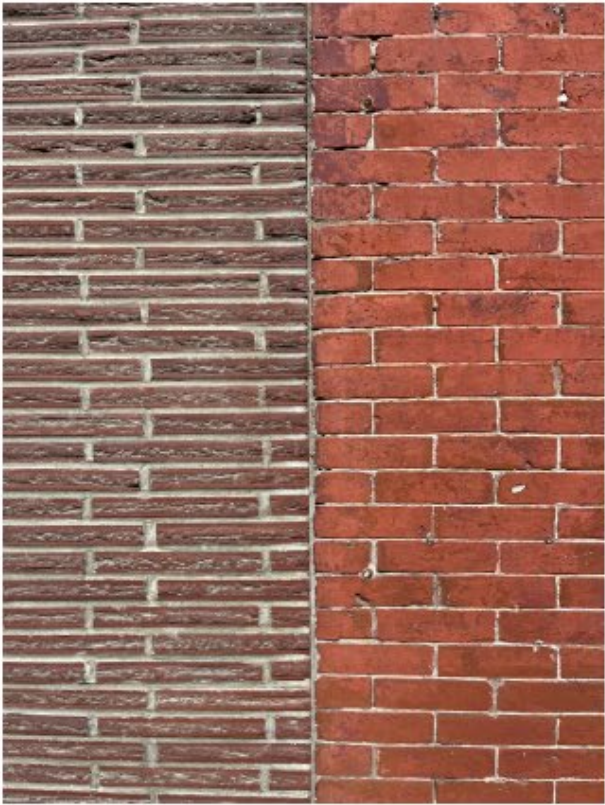
Appropriateness
of scale within the
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Design consistency
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neighborhood

URBAN NEIGHBORHOOD AND RELATIONSHIPS

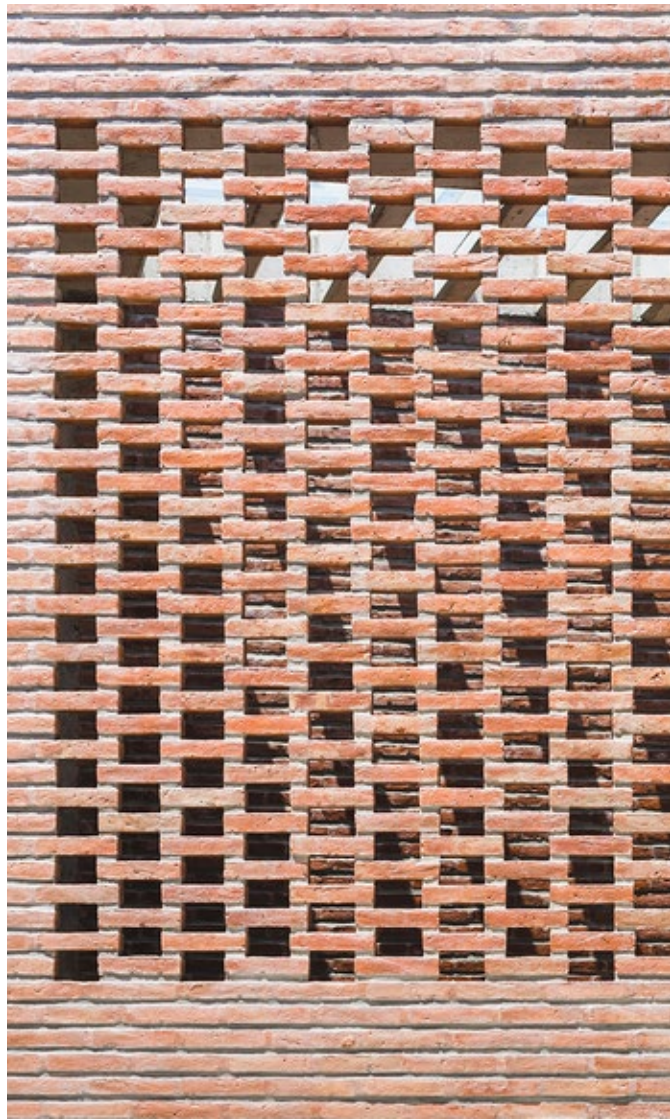


COMFORT STATION - DOWNTOWN MATERIAL CONTEXT

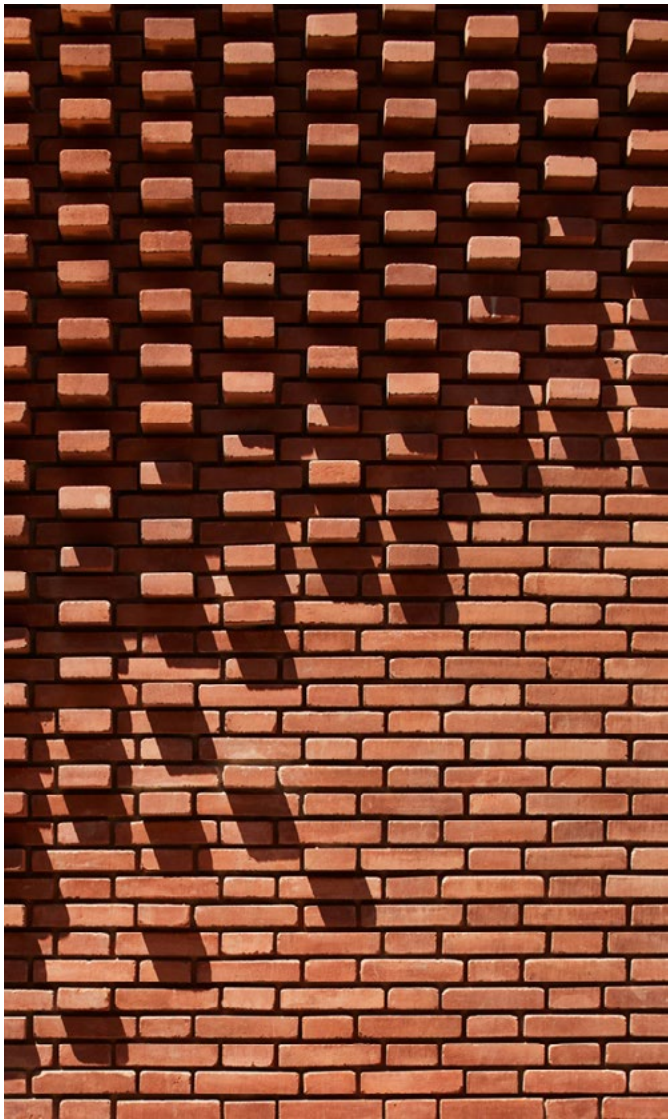


COMFORT STATION - MATERIAL INSPIRATION

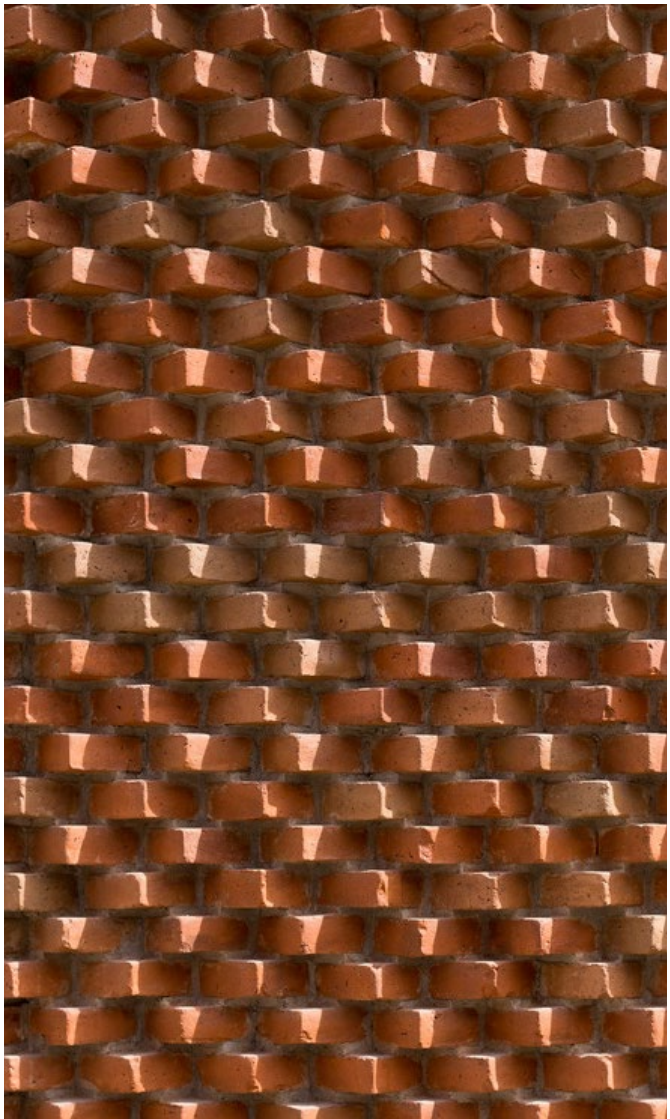
Adaptation of existing patterns
Expanding on the existing design character of the district



Perforated

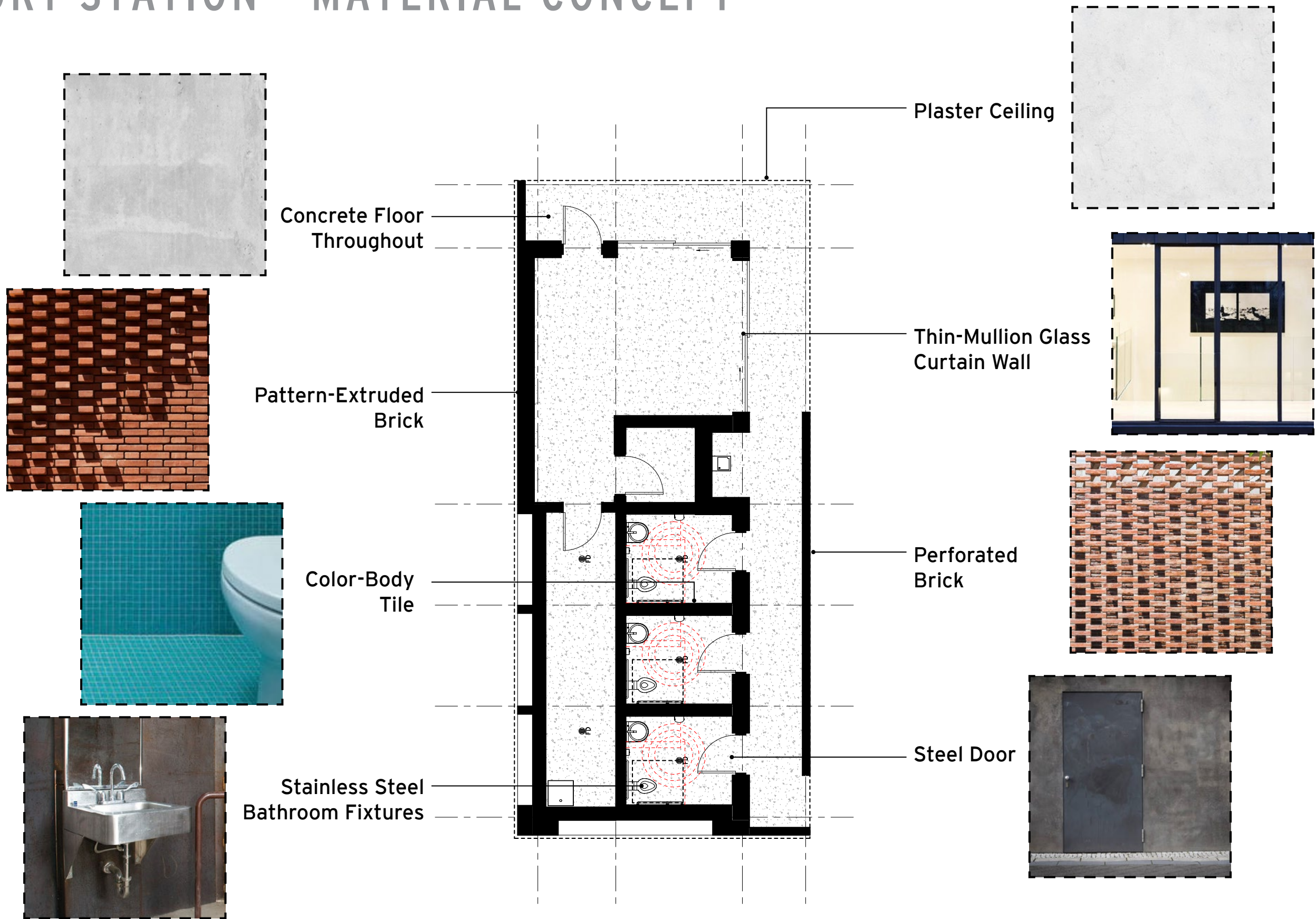


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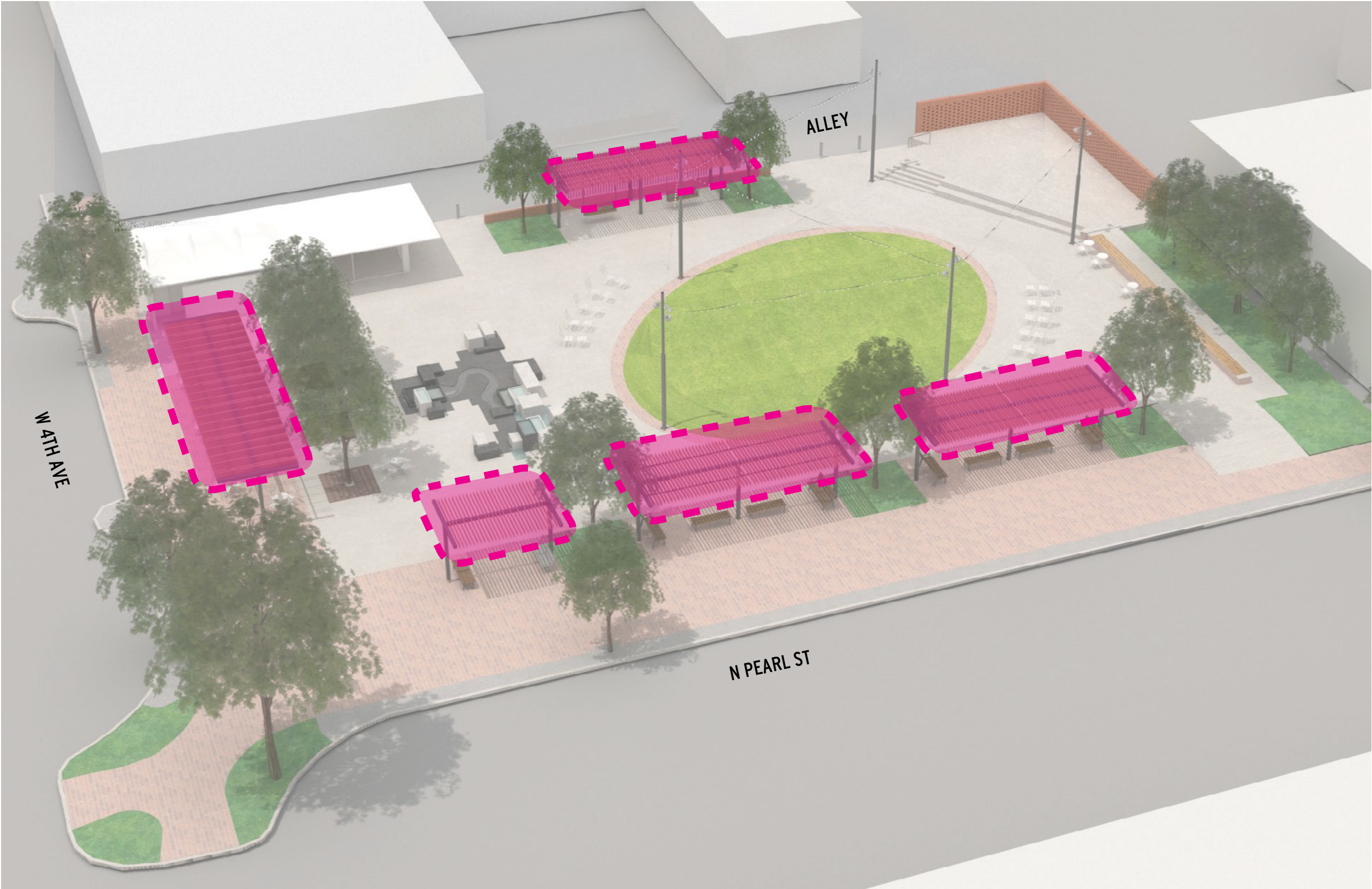


Rotated

COMFORT STATION - MATERIAL CONCEPT



SHADE STRUCTURES



SHADE STRUCTURES - EAST EDGE



SHADE STRUCTURES - SOUTH EDGE



SHADE STRUCTURES - WEST EDGE



STEEL AND EXPOSED WOOD - DOWNTOWN MATERIAL CONTEXT



In keeping with materials used in historic downtown Ellensburg, wood and steel will be dark warm grey and wood will be a darker warm tone.

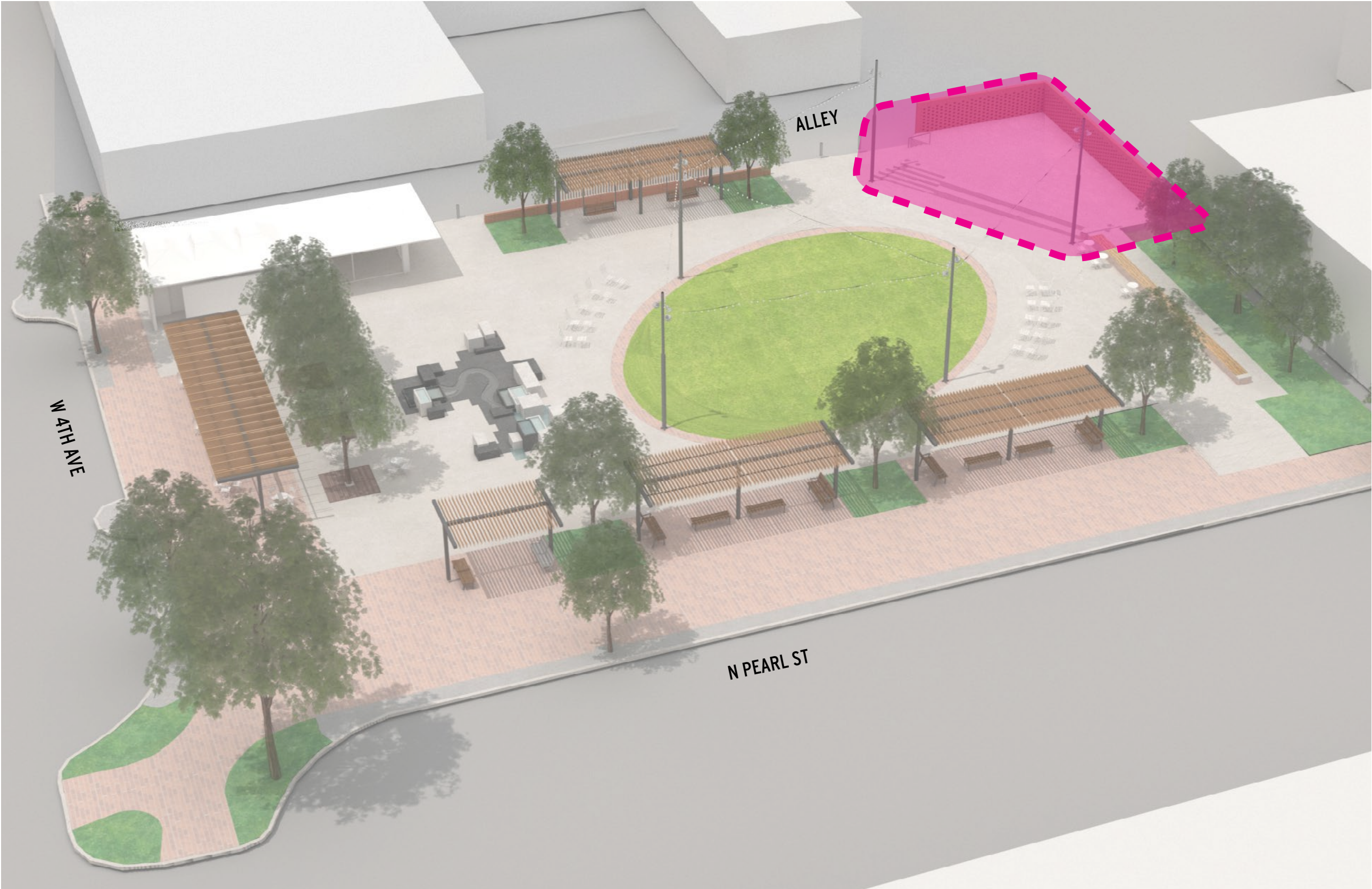


steel

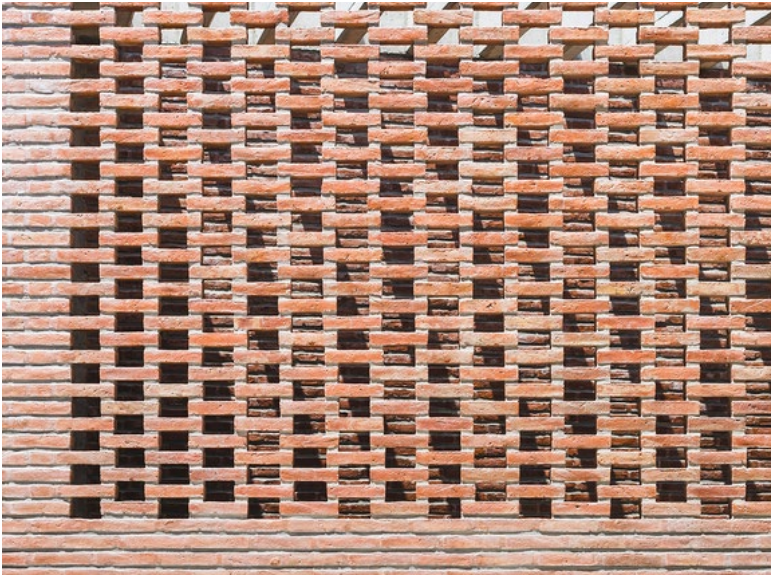
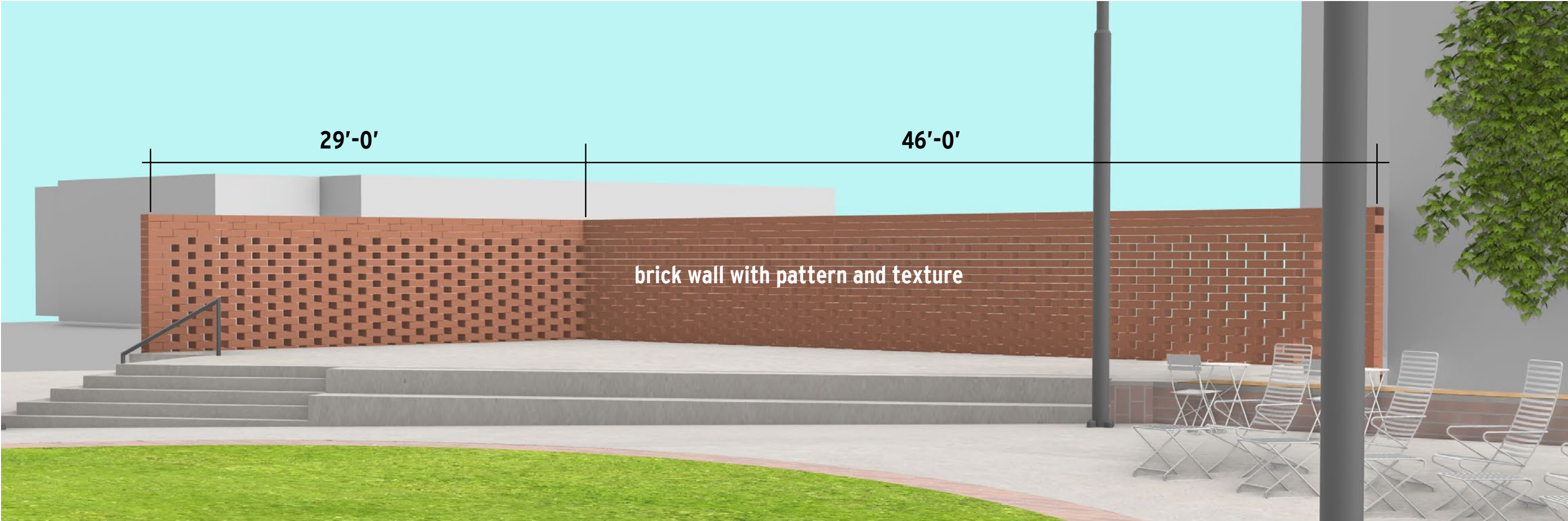


wood

STAGE AND BACKDROP WALLS



STAGE AND BACKDROP WALLS



LIGHTING DIAGRAM



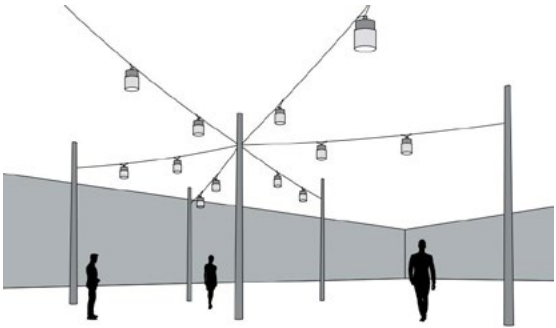
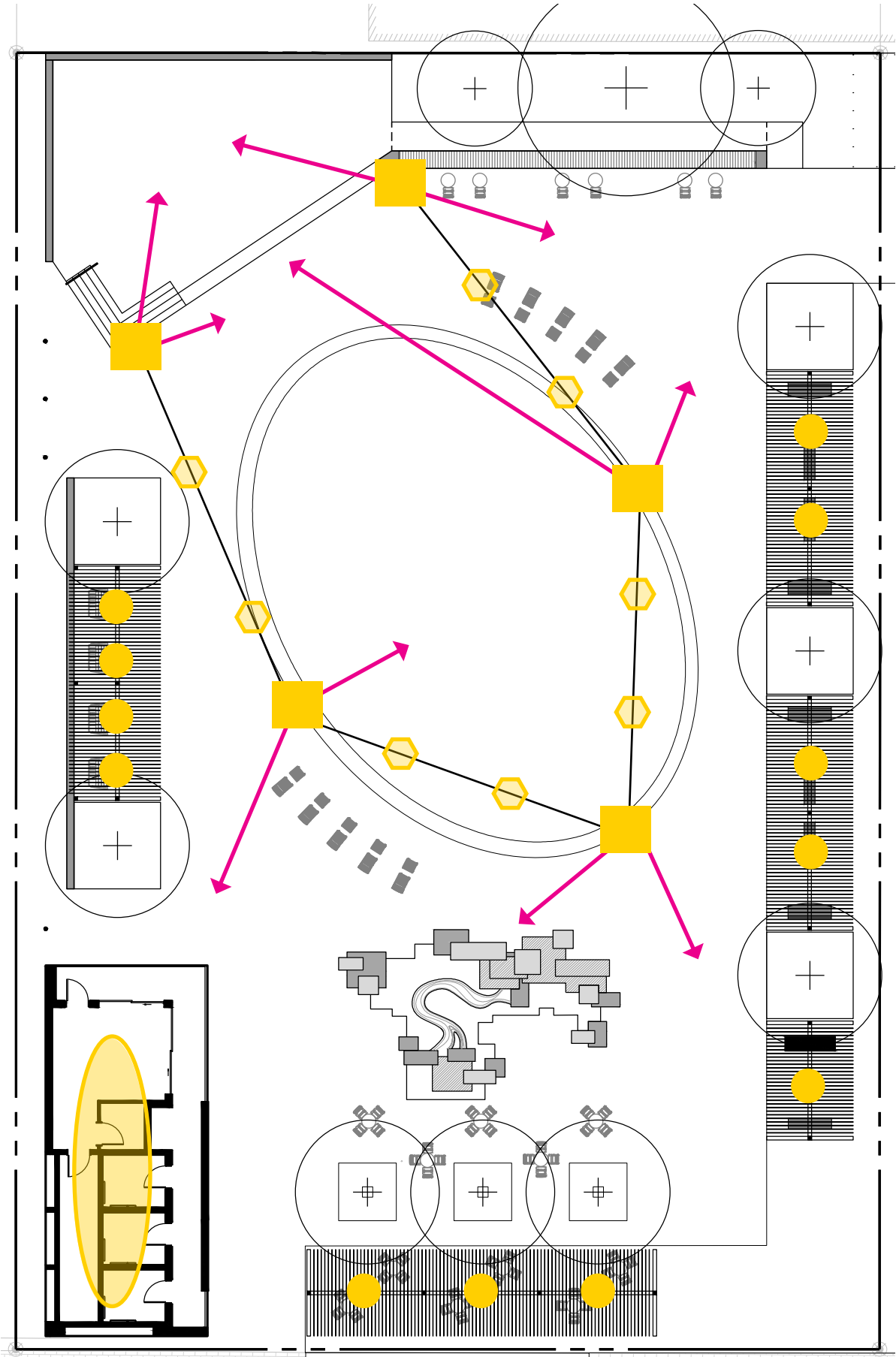
Event Pole Light



Spot Light
attached to event pole light



Ceiling Light



Catenary Light

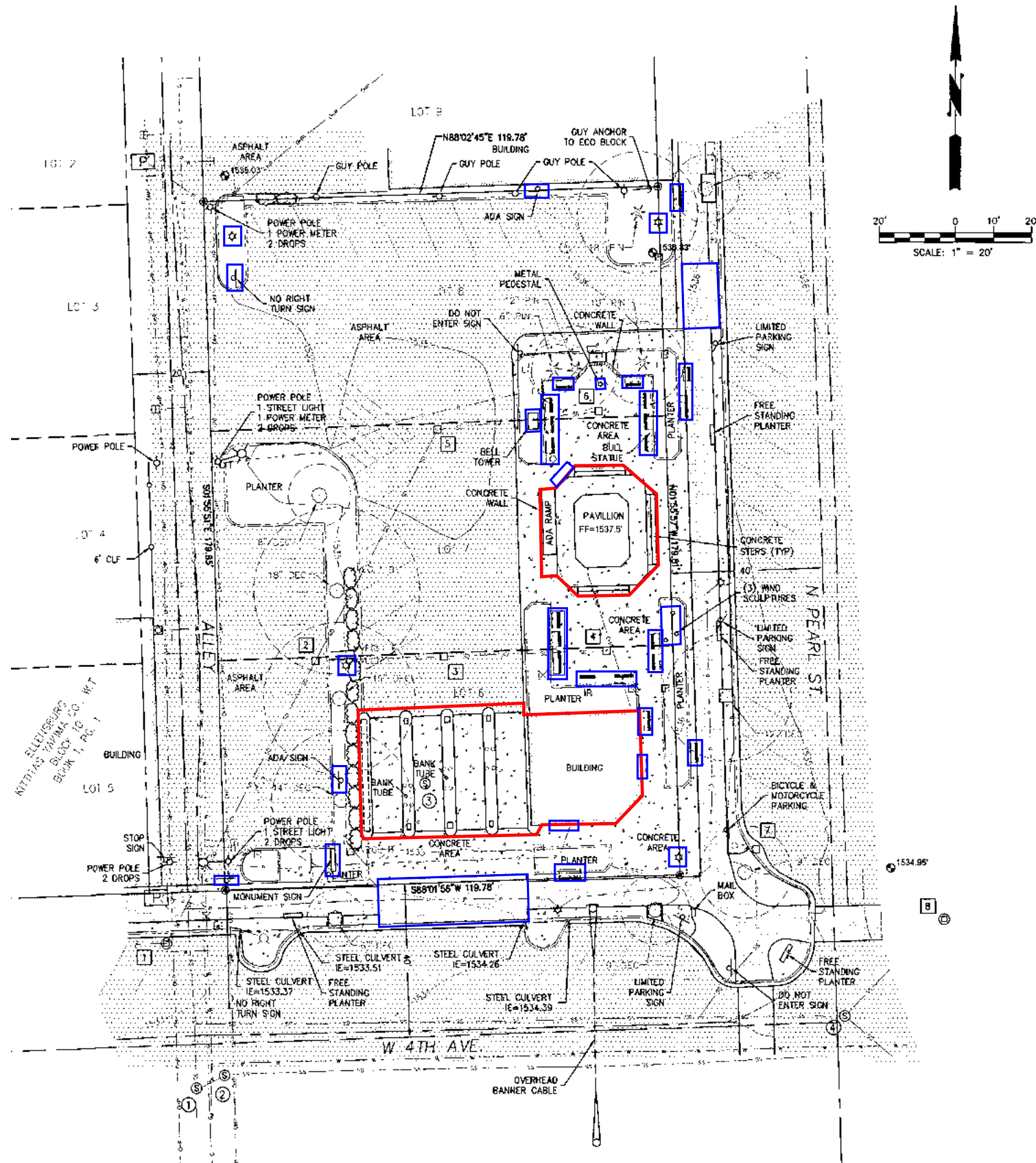


Landscape Pendant

EVENT LIGHT POLES



SURVEY - EXISTING SITE ELEMENTS



LEGEND

-  structures for demo
-  existing elements to remove and retain for client:
 - pedestrian light poles
 - benches
 - trash can(s)
 - bike rack (s)
 - sculptures (bull, wind)
 - plaques
 - flag poles
 - bell tower
 - signs (traffice, parking, moment)
 - water pump metal pedestal
 - basalt boulders and columns
 - pavers
 - park rules signage
 - glass display cases

UNITY PARK

DEMO | CERTIFICATE OF APPROPRIATENESS

NEW PARK DESIGN | CERTIFICATE OF APPROPRIATENESS

CITY OF ELLENSBURG, WA
LANDMARKS & DESIGN COMMISSION
25 JANUARY 2023

PRE-MEETING APPLICATION MATERIALS

Unity Park will -

Be the central space for Ellensburg's daily gatherings and special events

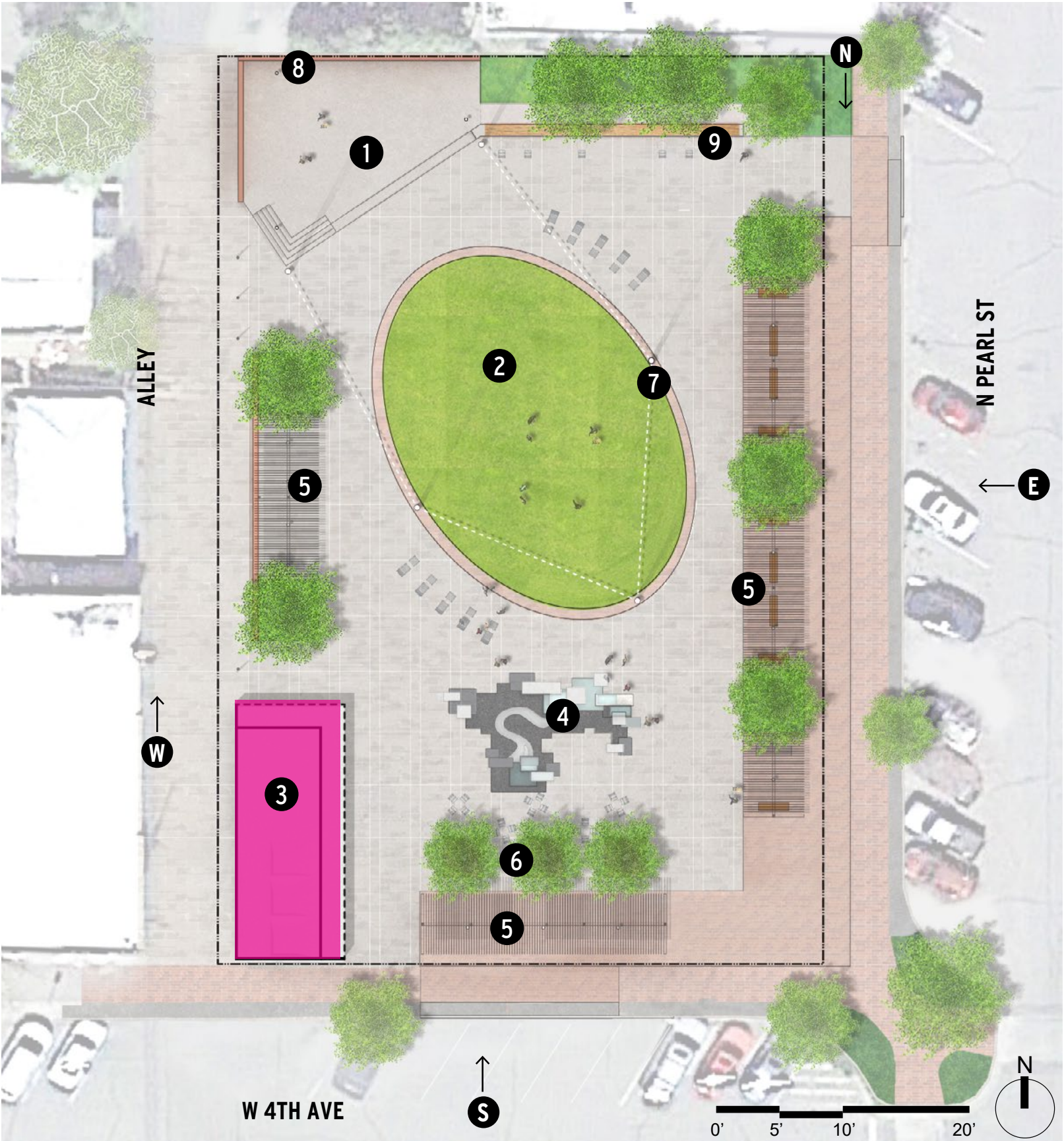
Feel open, inclusive, and welcoming to residents and visitors alike

Support a flexible range of event types and sizes

Extend the draw of downtown Ellensburg to visitors and across four seasons

Be 'of Ellensburg'

RENDERED PLAN AND CONTEXT



- | | | |
|---------------------|-------------------------------|----------------------------|
| 1 Stage (permanent) | 4 Water Feature | 7 Lighting / Sound Support |
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| 3 Comfort Station | 6 Picnic Grove | 9 Permanent Seating |

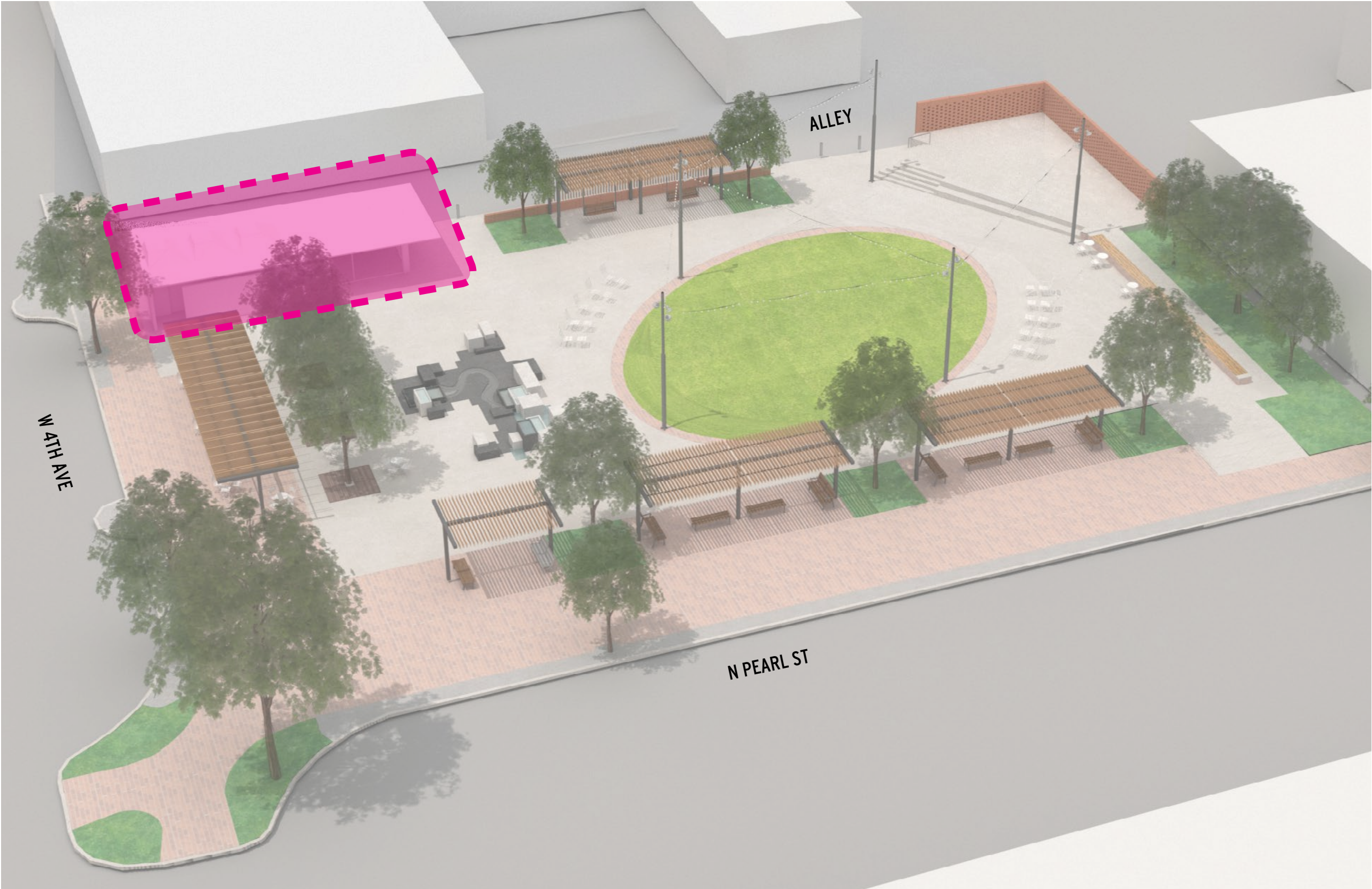


BIRDSEYE VIEW LOOKING NW

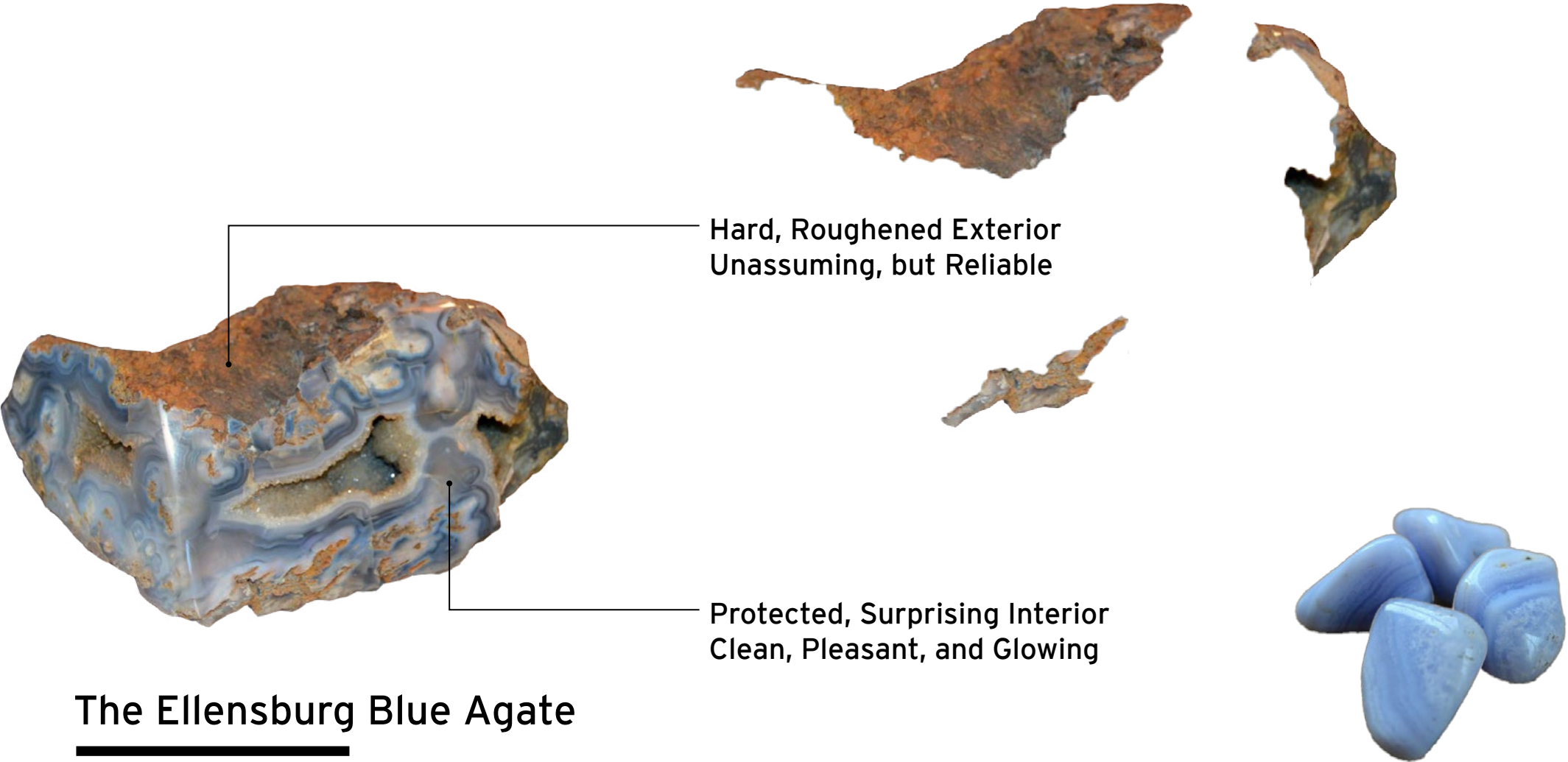


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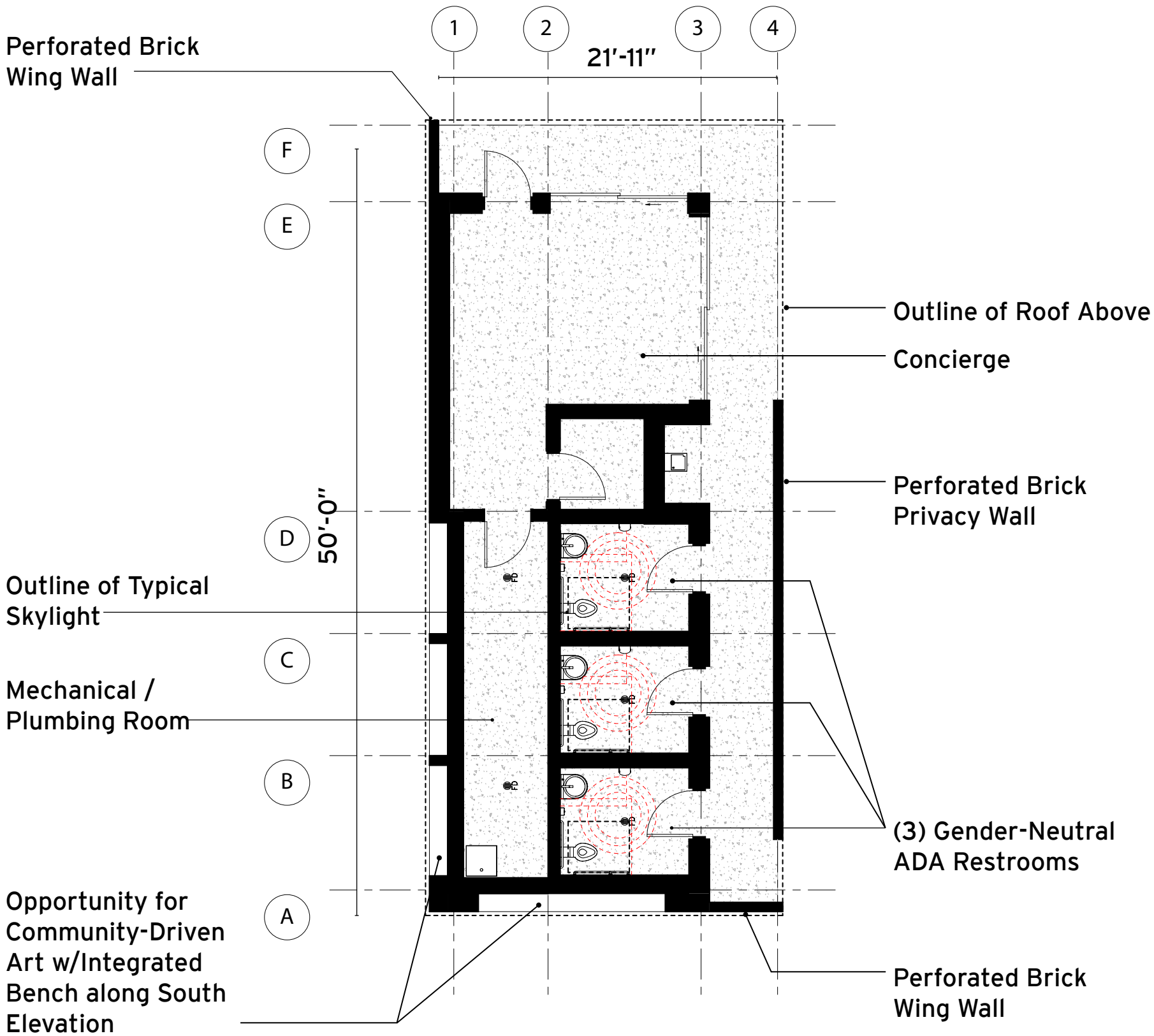
COMFORT STATION



CONCEPT DEVELOPMENT AND CHARACTER



COMFORT STATION - PROGRAM AND LAYOUT



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through simple form and layout

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architectural features to
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1/8" = 1'-0"

0' 4' 8' 16'

North

COMFORT STATION - ELEVATIONS

Supporting urban activity and recreation
Distinct, recognizeable visual features
Contributing to the identity of downtown Ellensburg



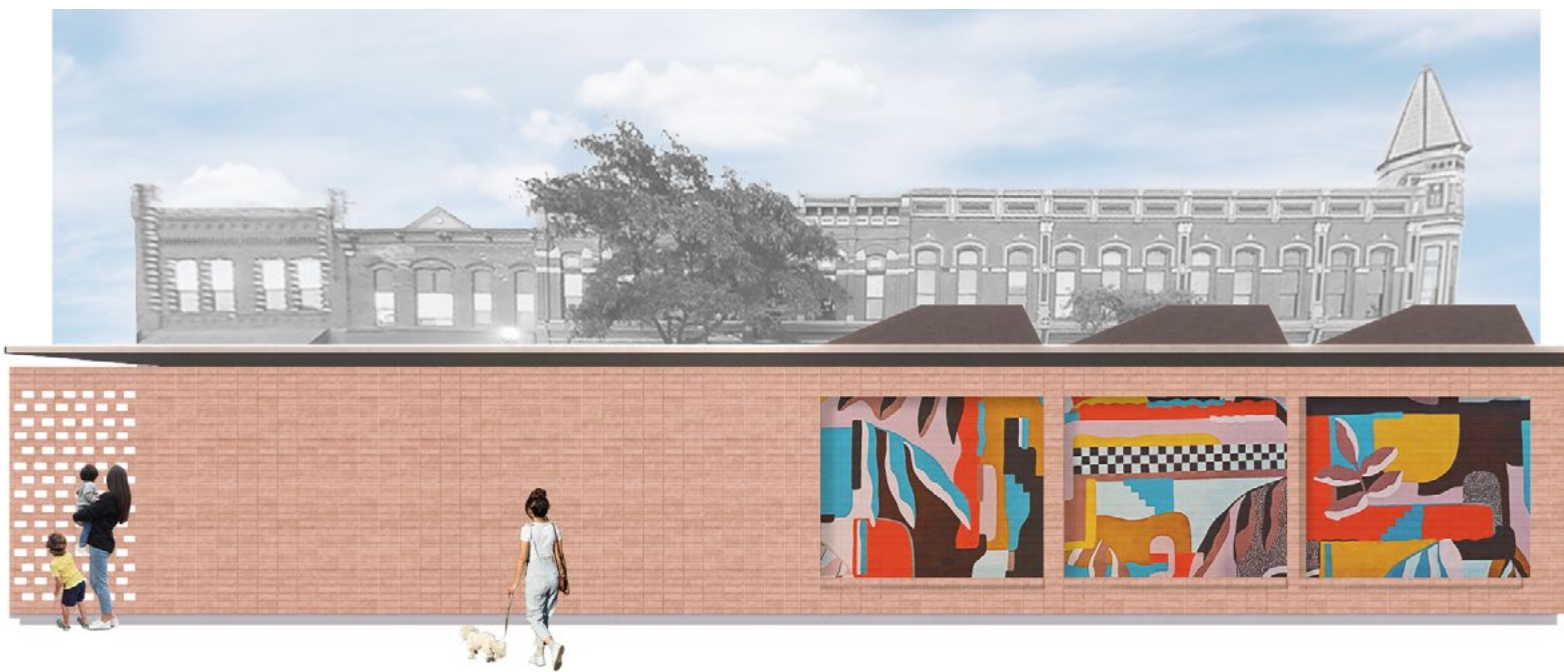
North Elevation



East Elevation (with perforated screen wall)



South Elevation



West Elevation (with integrated art)

COMFORT STATION - ELEVATIONS

Supporting urban activity and recreation
Distinct, recognizeable visual features
Contributing to the identity of downtown Ellensburg



North Elevation



East Elevation (beyond perforated screen wall)



South Elevation



West Elevation (without integrated art)

COMFORT STATION - SITE ELEVATIONS

Surrounding Context Beyond

Comfort Station

Ground Level



North Elevation

Surrounding Context Beyond

Comfort Station

Ground Level



East Elevation (with perforated screen wall)

Surrounding Context Beyond

Comfort Station

Ground Level

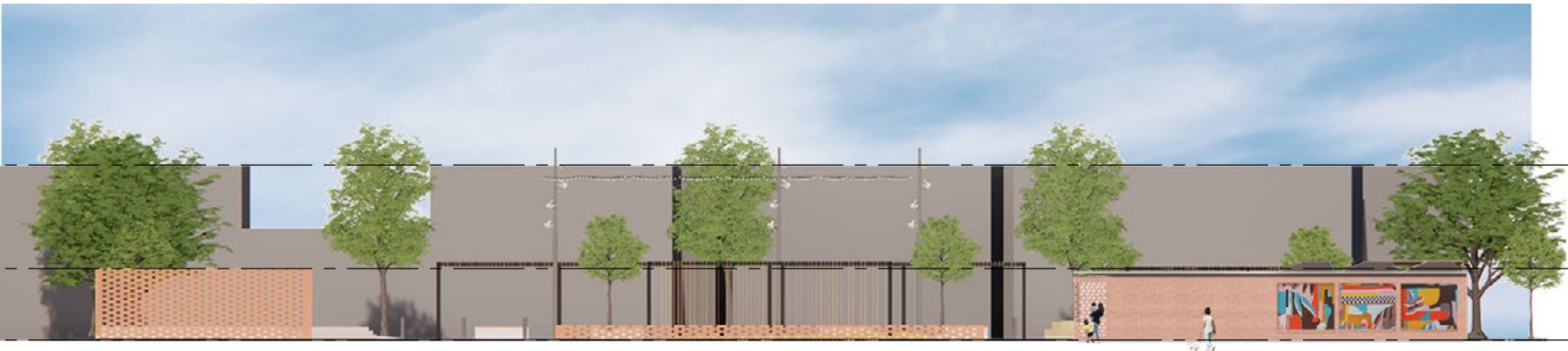


South Elevation

Surrounding Context Beyond

Comfort Station

Ground Level



West Elevation (with integrated art)

Appropriateness
of scale within the
surrounding context

Design consistency
between the building,
the park, and the
neighborhood

COMFORT STATION - SITE ELEVATIONS

Surrounding Context Beyond

Comfort Station

Ground Level



North Elevation

Surrounding Context Beyond

Comfort Station

Ground Level



East Elevation (beyond perforated screen wall)

Surrounding Context Beyond

Comfort Station

Ground Level

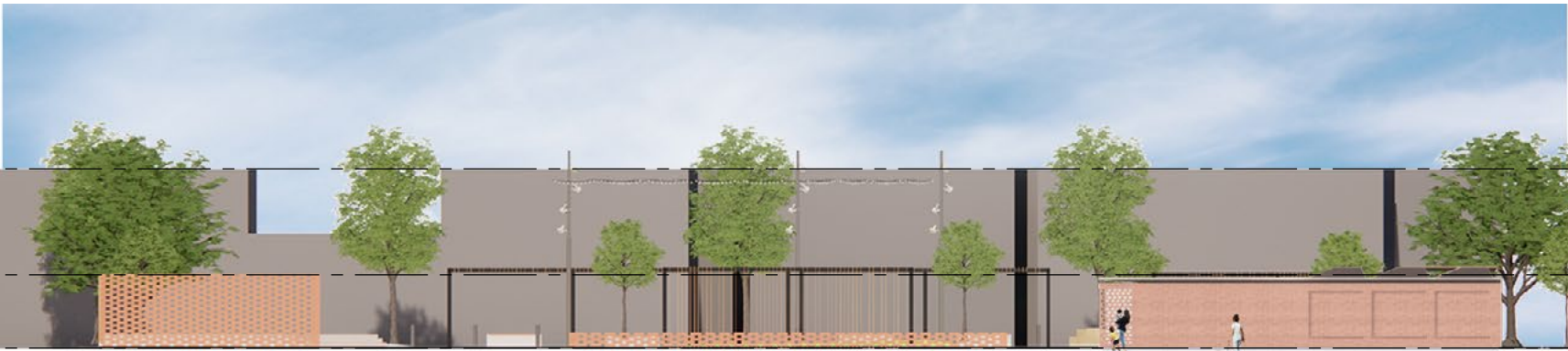


South Elevation

Surrounding Context Beyond

Comfort Station

Ground Level

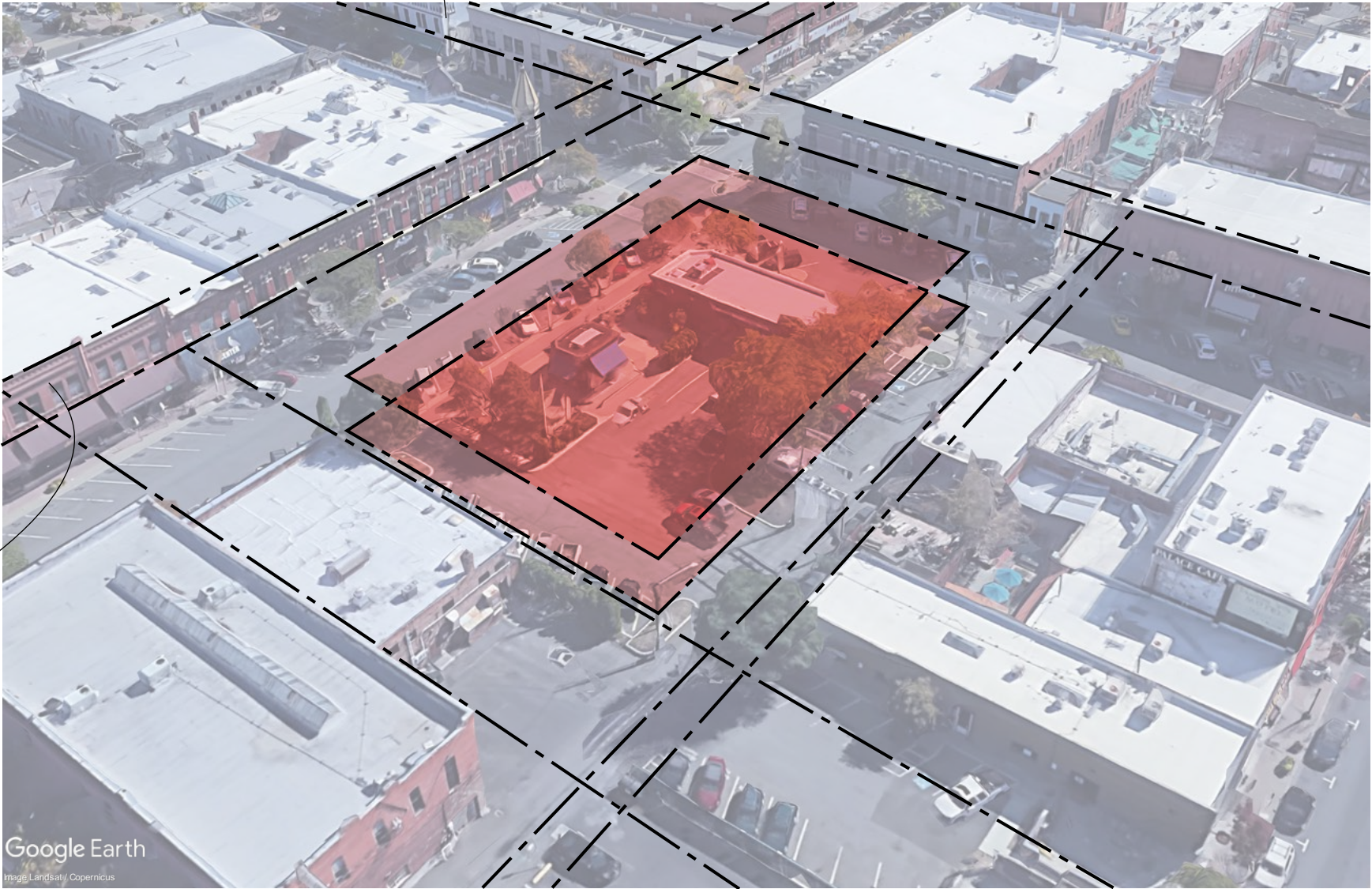


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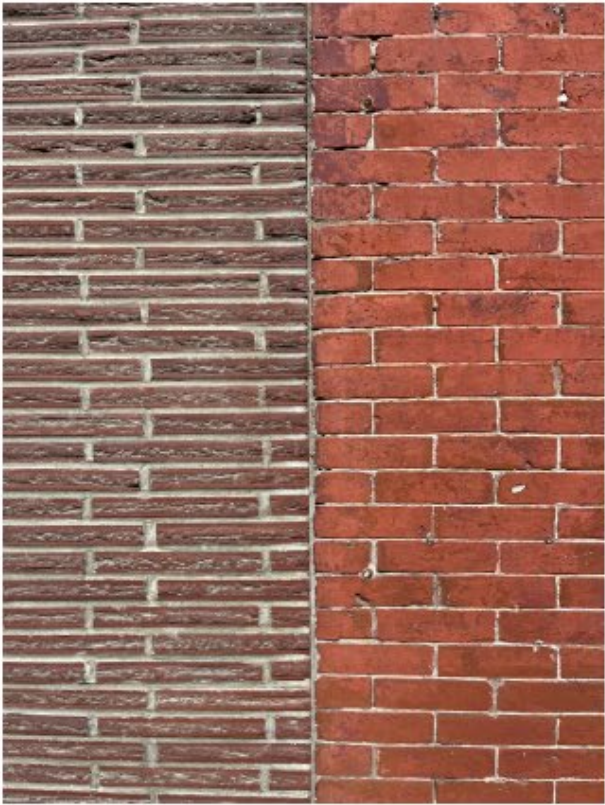
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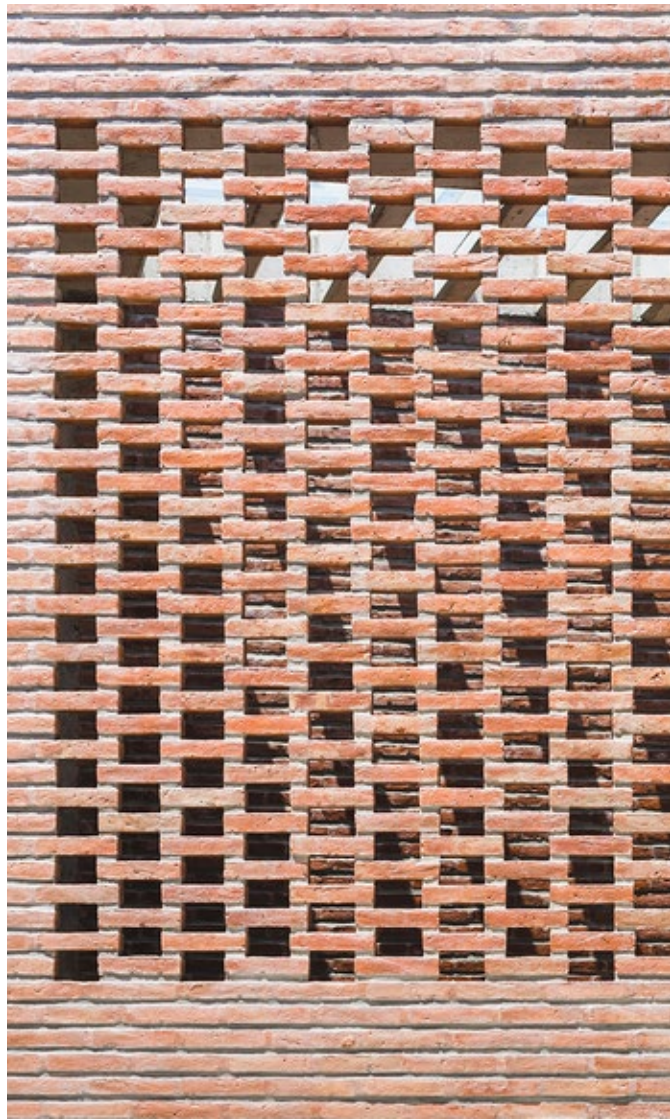


COMFORT STATION - DOWNTOWN MATERIAL CONTEXT

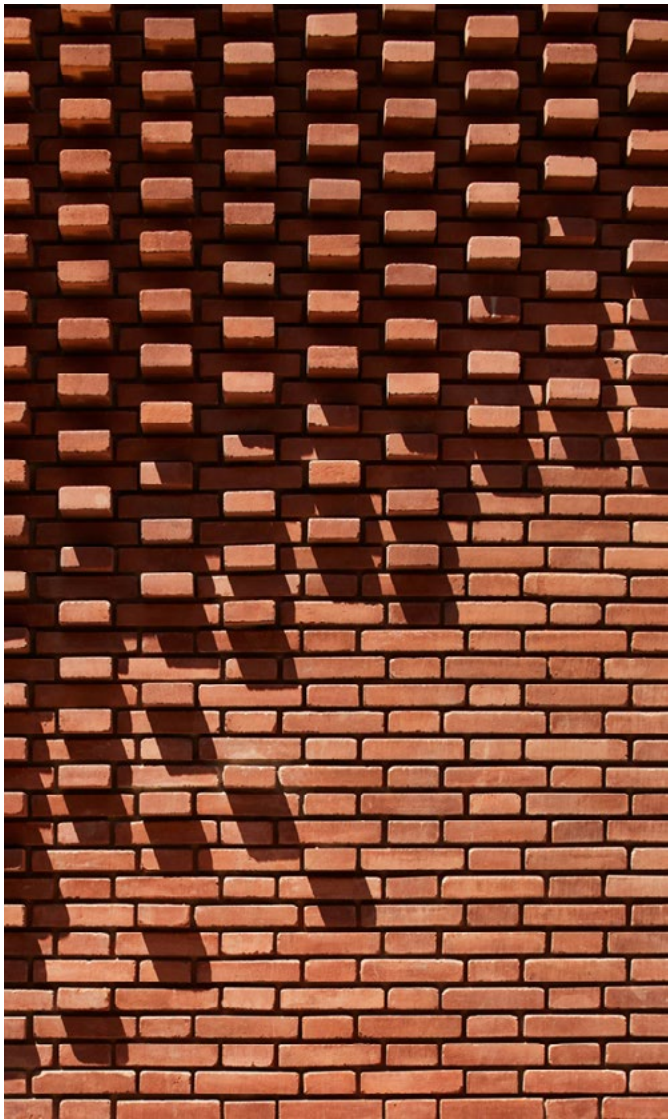


COMFORT STATION - MATERIAL INSPIRATION

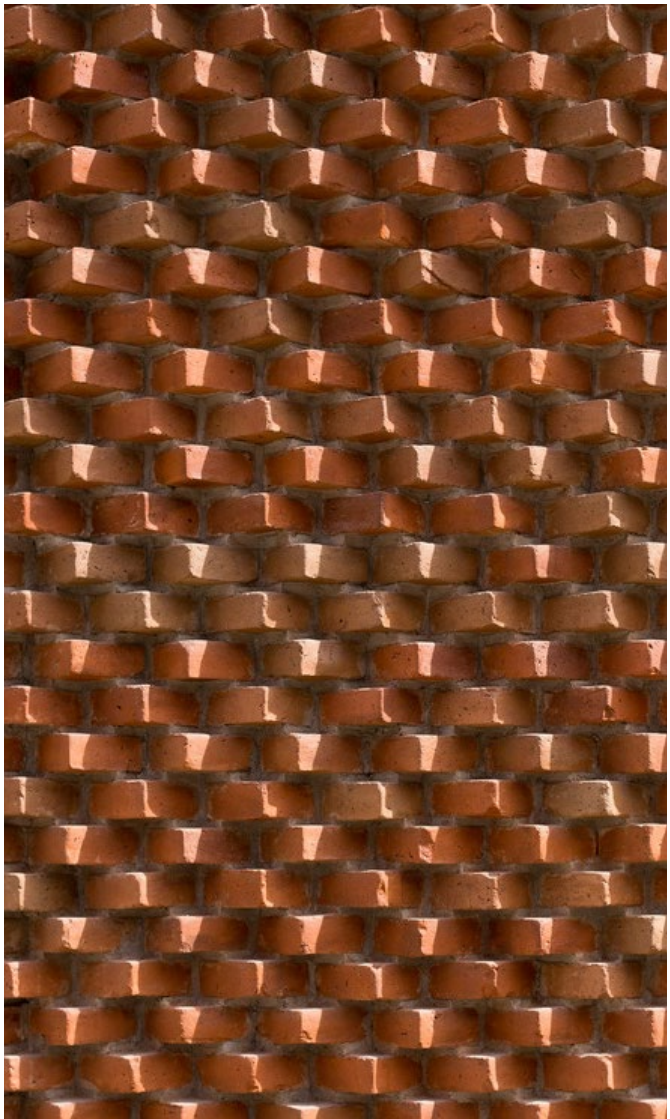
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Perforated

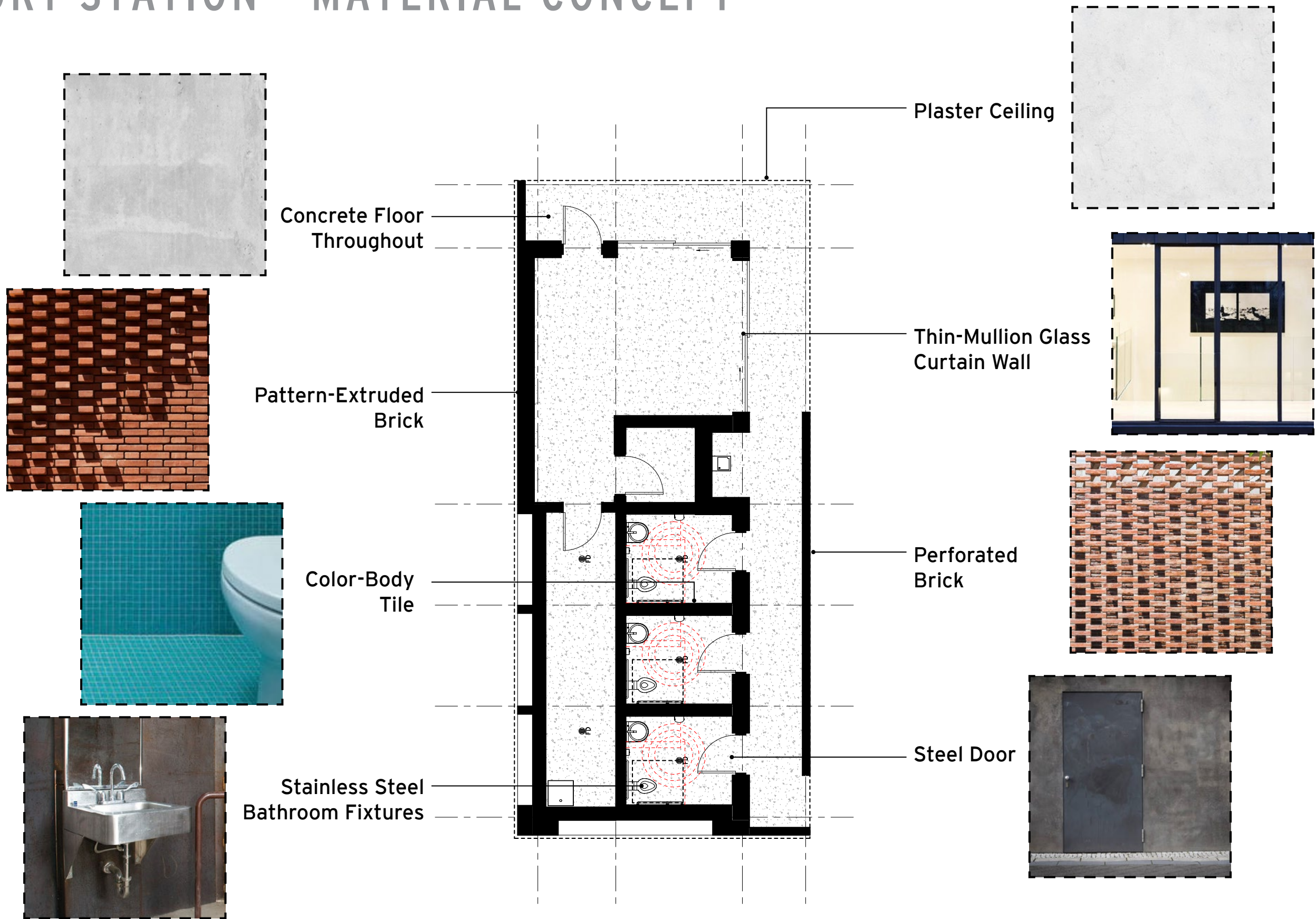


Extruded

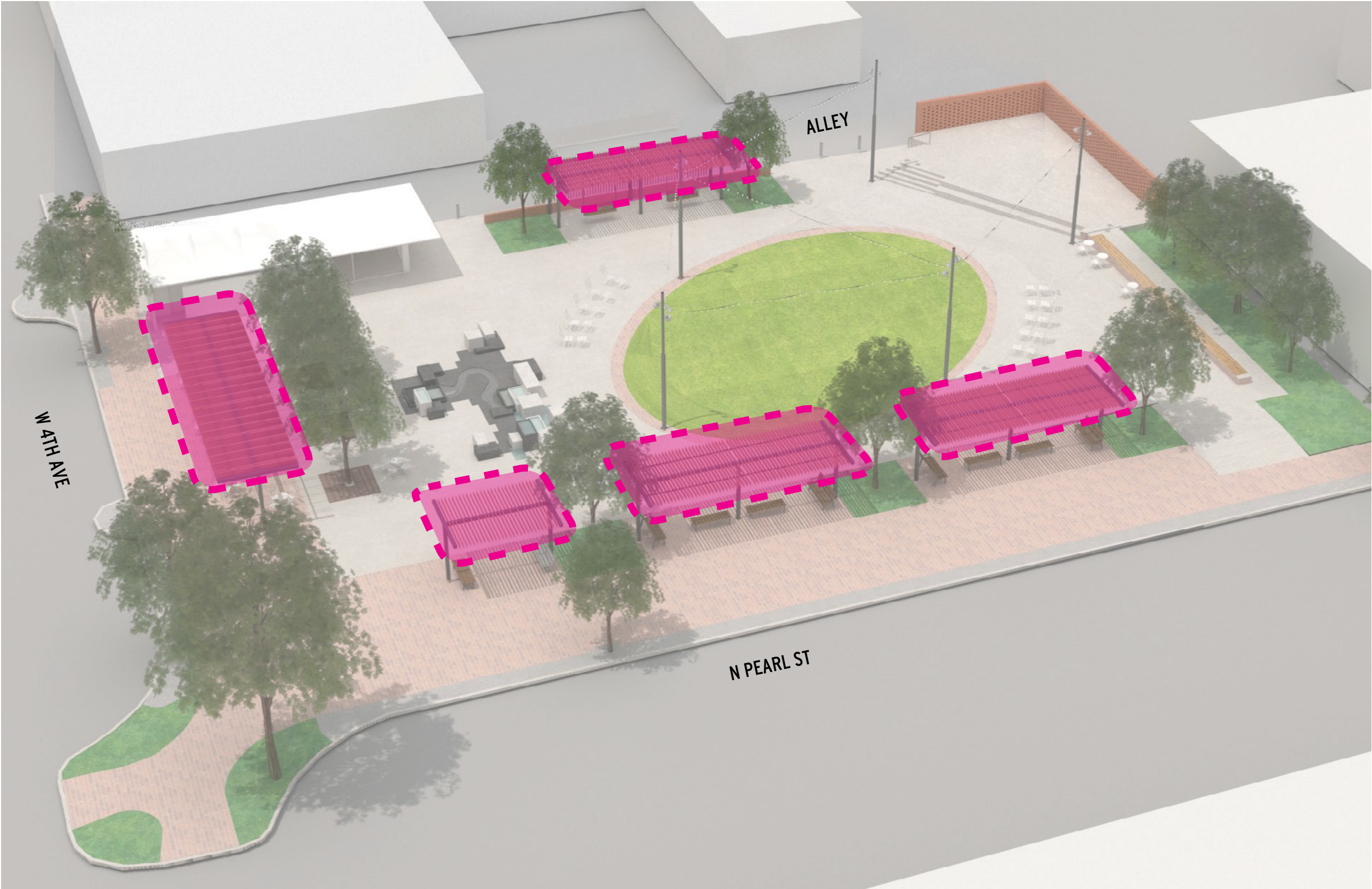


Rotated

COMFORT STATION - MATERIAL CONCEPT



SHADE STRUCTURES



SHADE STRUCTURES - EAST EDGE



SHADE STRUCTURES - SOUTH EDGE



SHADE STRUCTURES - WEST EDGE



STEEL AND EXPOSED WOOD - DOWNTOWN MATERIAL CONTEXT



In keeping with materials used in historic downtown Ellensburg, wood and steel will be dark warm grey and wood will be a darker warm tone.

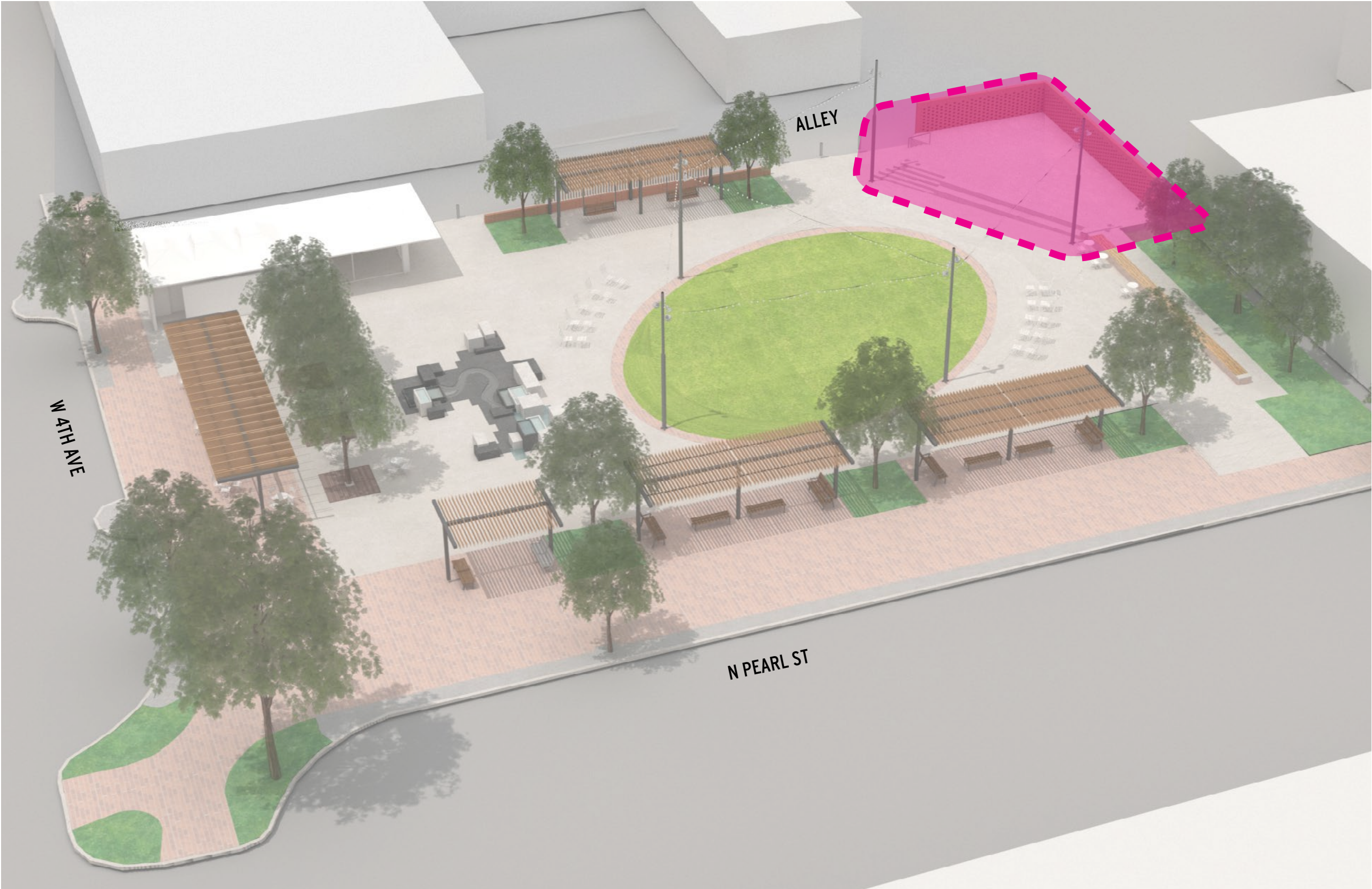


steel

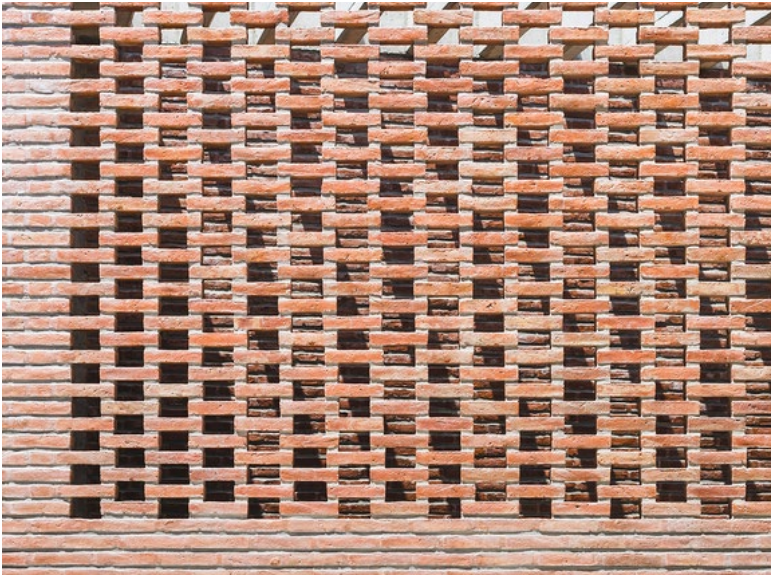
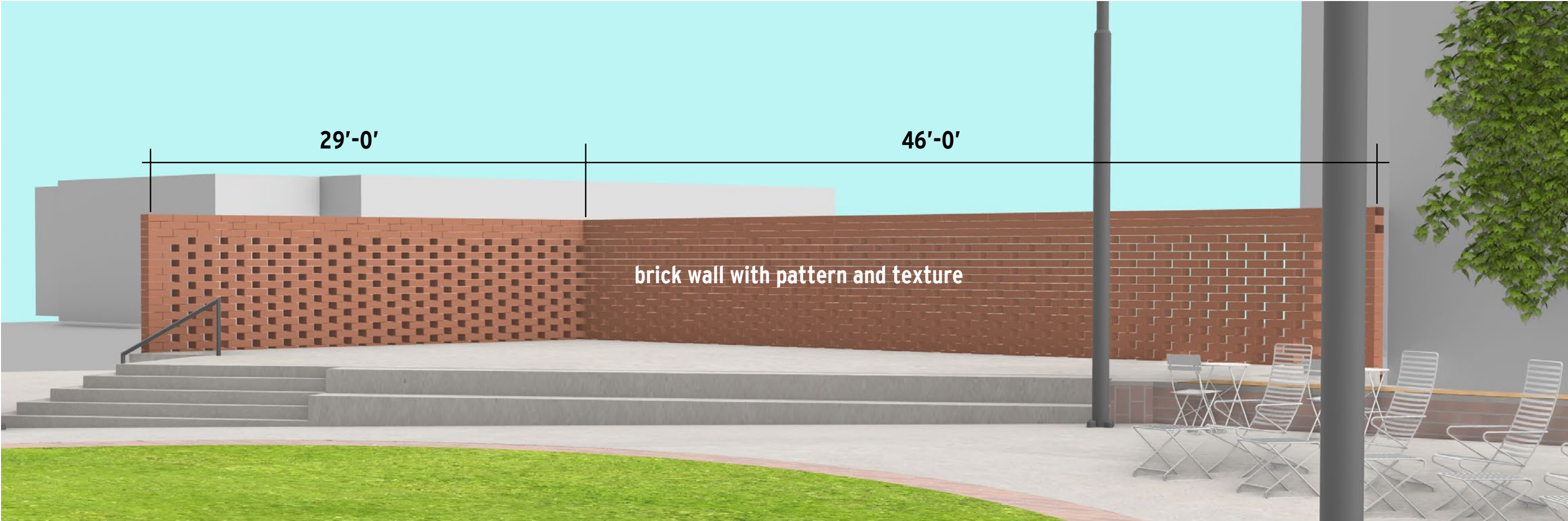


wood

STAGE AND BACKDROP WALLS



STAGE AND BACKDROP WALLS



LIGHTING DIAGRAM



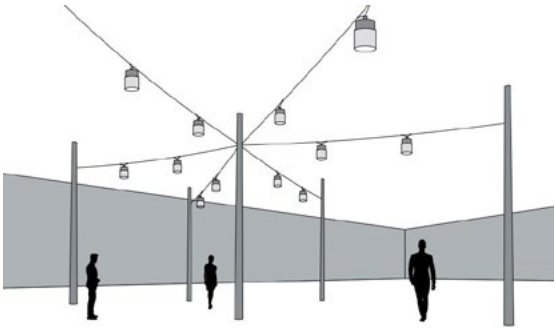
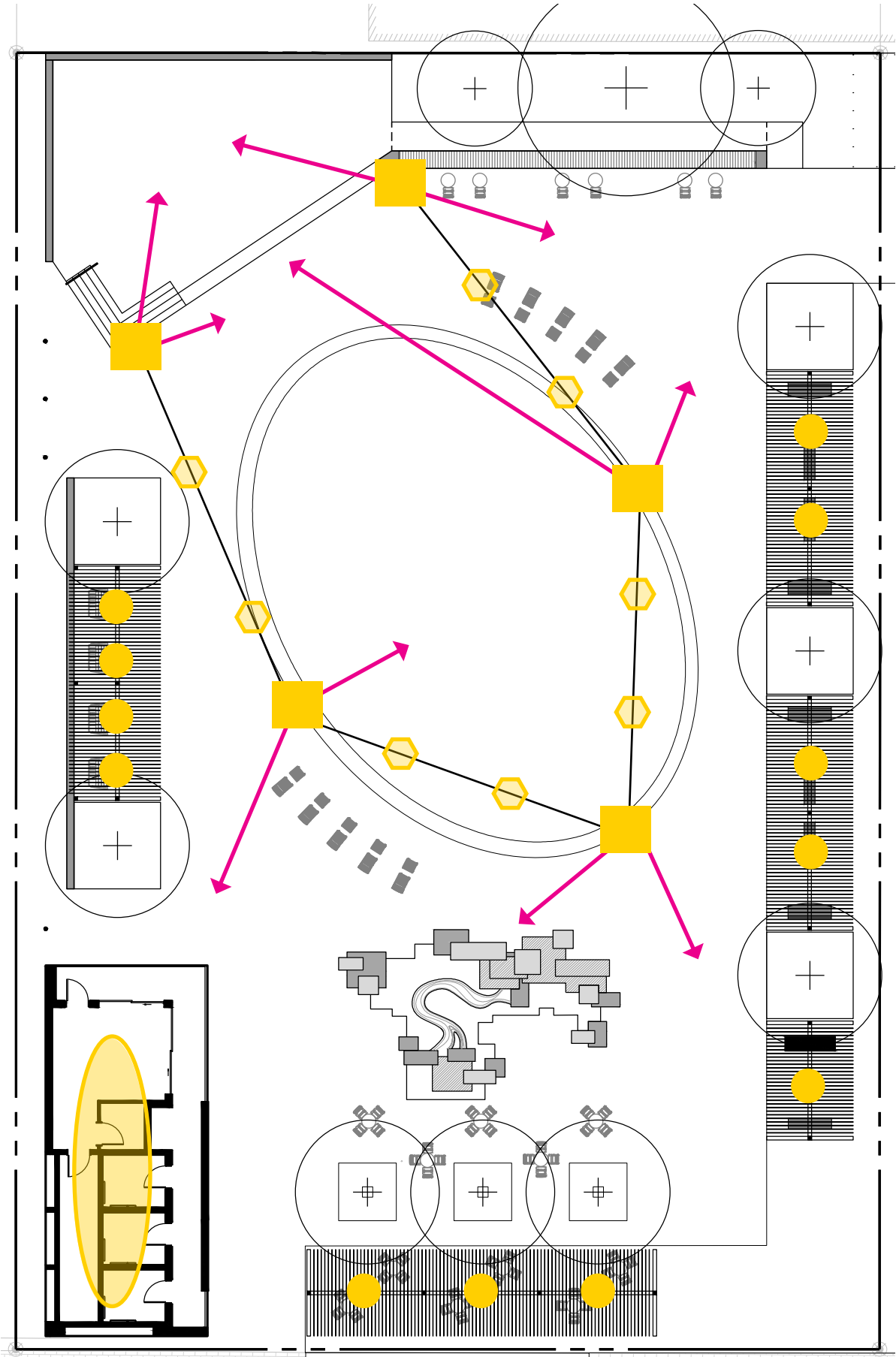
Event Pole Light



Spot Light
attached to event pole light



Ceiling Light



Catenary Light



Landscape Pendant

EVENT LIGHT POLES

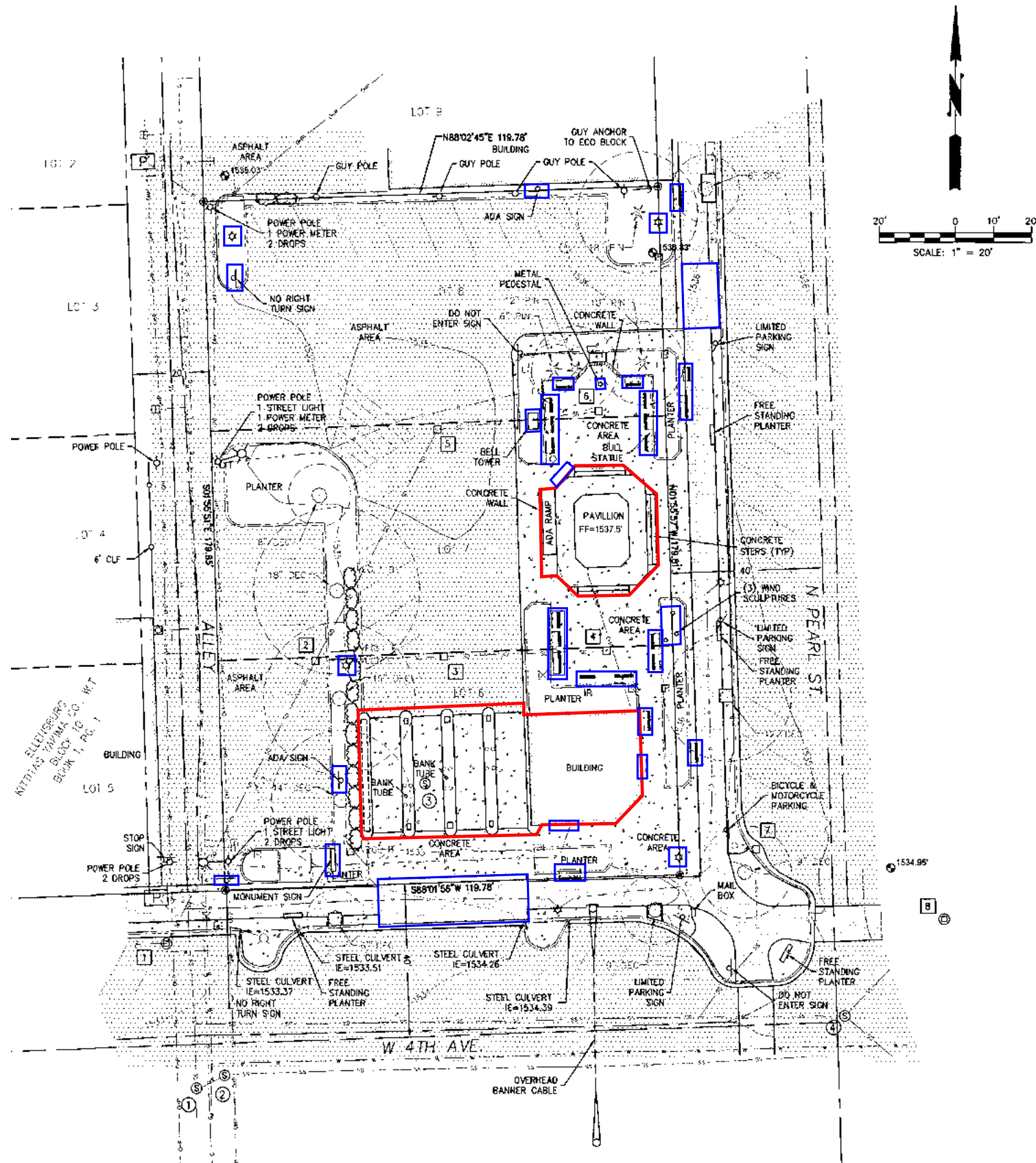


BIRDSEYE VIEW LOOKING NW



- 1 Stage (permanent)
- 2 Lawn
- 3 Comfort Station
- 4 Water Feature
- 5 Shade Structure (permanent)
- 6 Picnic Grove
- 7 Lighting / Sound Support
- 8 Screen / Wind Block
- 9 Permanent Seating

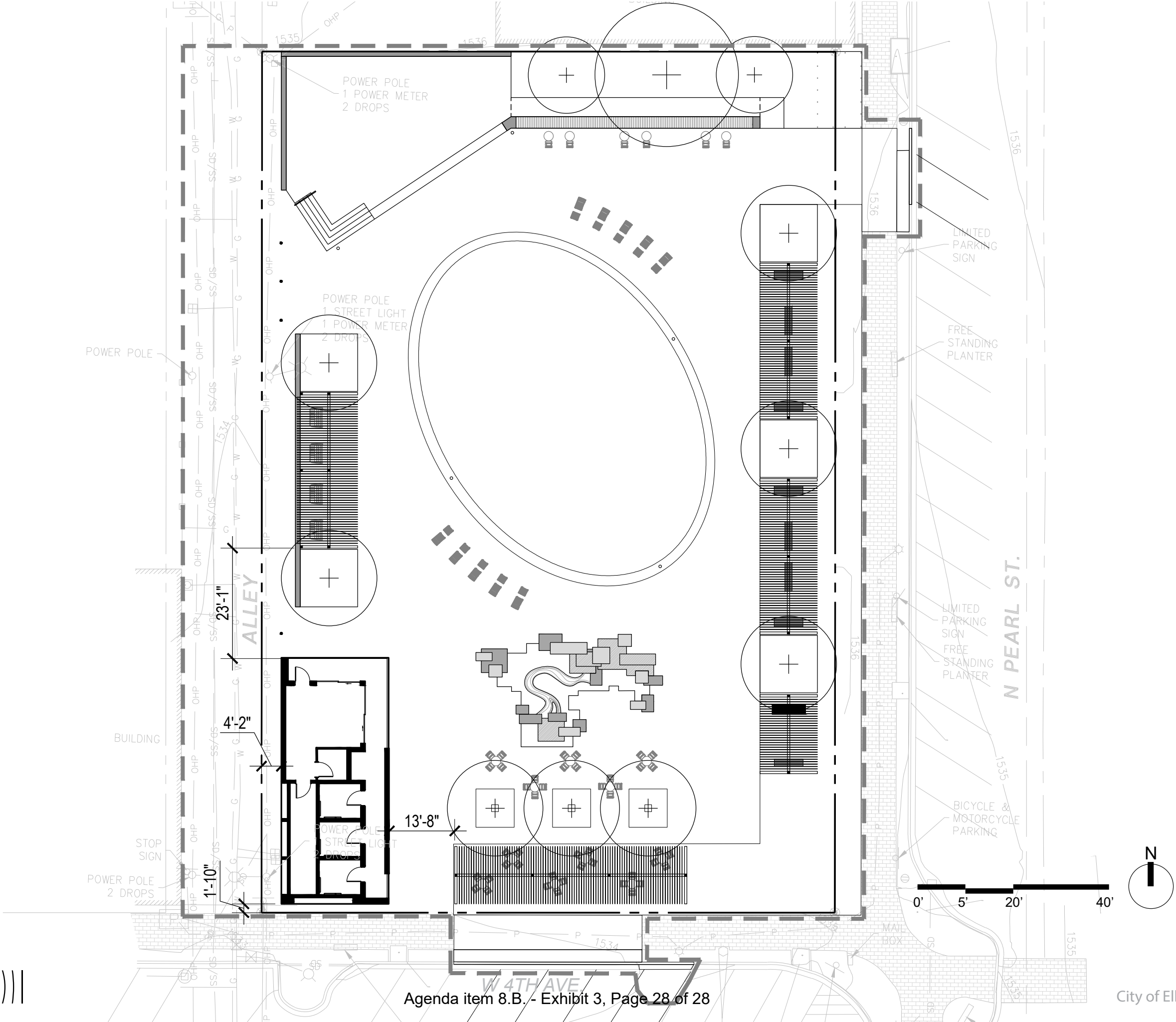
SURVEY - EXISTING SITE ELEMENTS



LEGEND

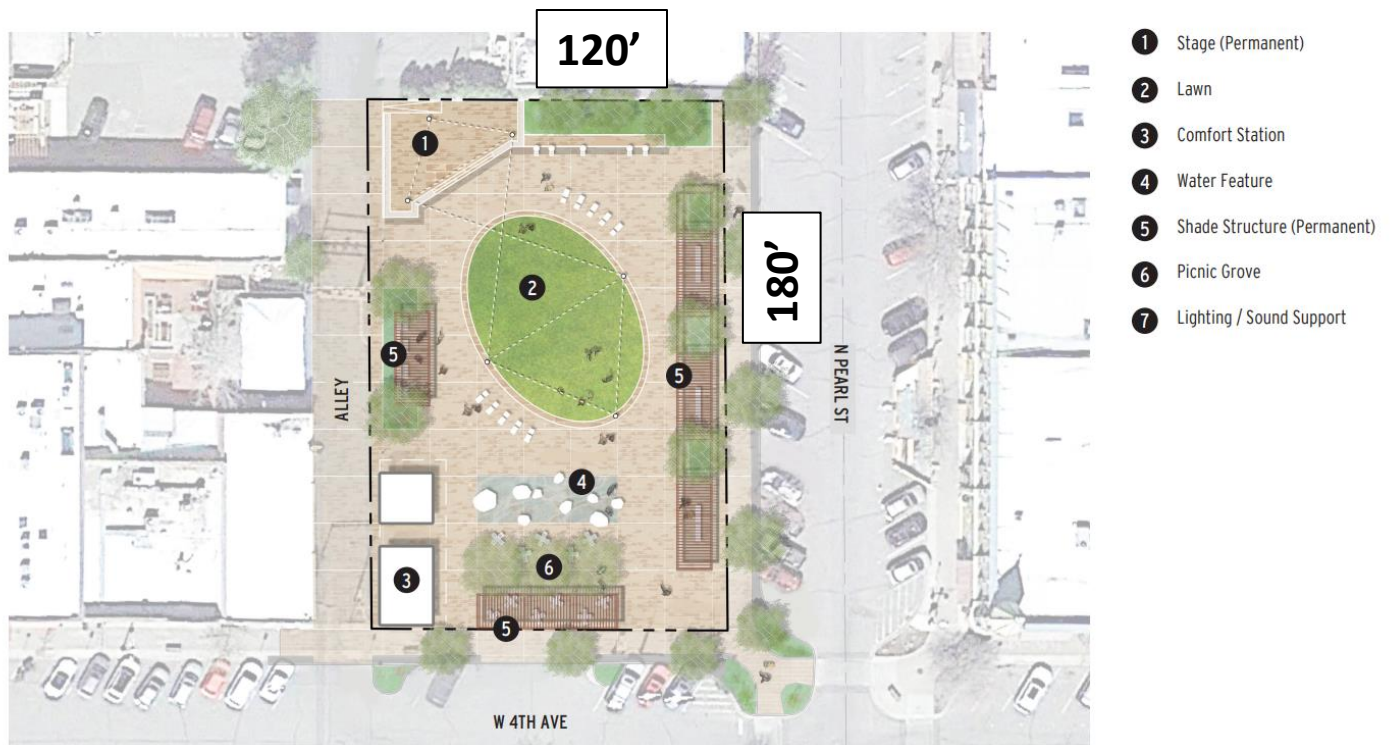
-  structures for demo
-  existing elements to remove and retain for client:
 - pedestrian light poles
 - benches
 - trash can(s)
 - bike rack (s)
 - sculptures (bull, wind)
 - plaques
 - flag poles
 - bell tower
 - signs (traffice, parking, moment)
 - water pump metal pedestal
 - basalt boulders and columns
 - pavers
 - park rules signage
 - glass display cases

SITE PLAN

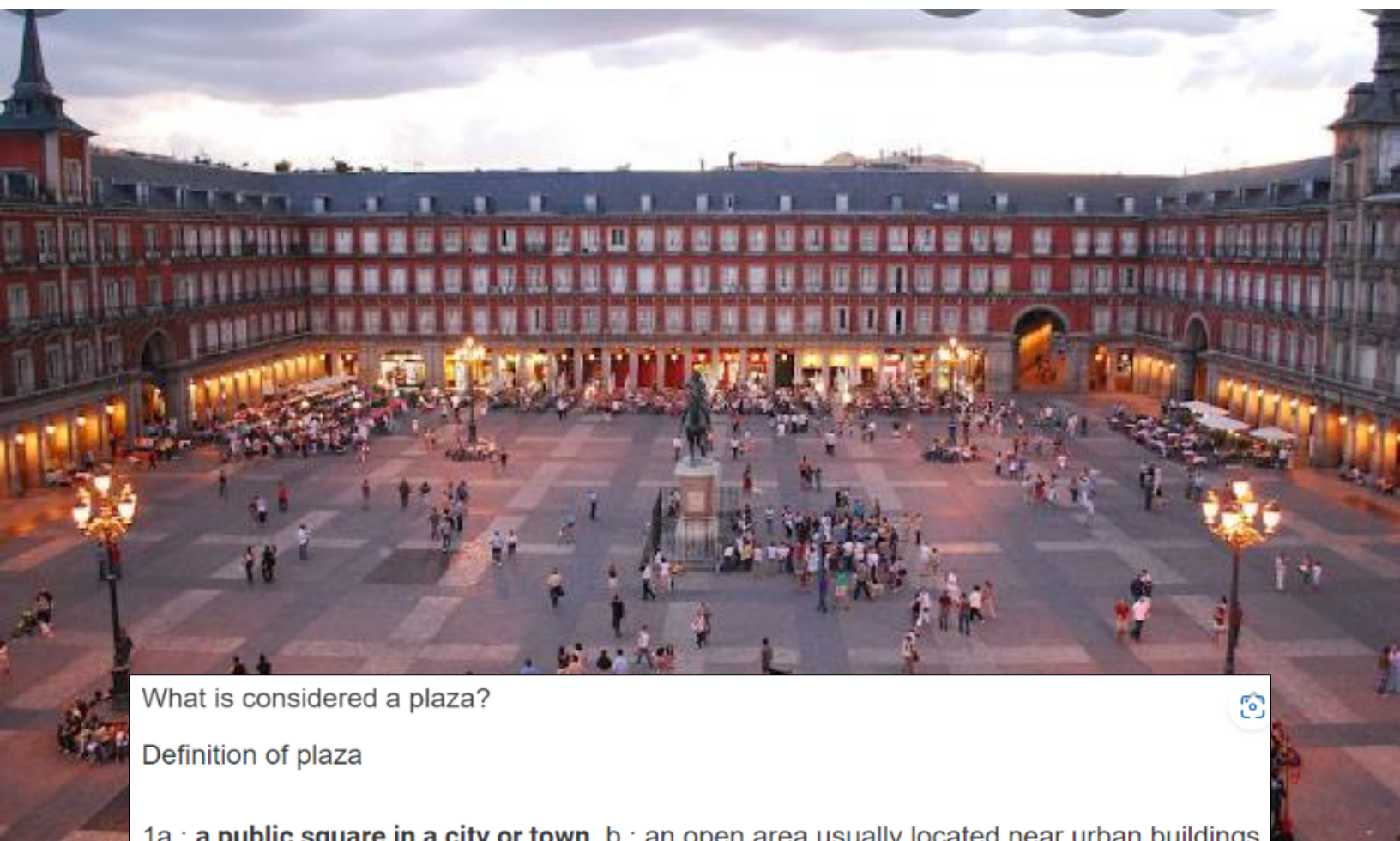


City Council Approved Monday September 19th \$1.8 Million Budget with no costing information

PREFERRED CONCEPT PLAN



120' x 180' = 21,600 sqft
0.5 acres



What is considered a plaza?

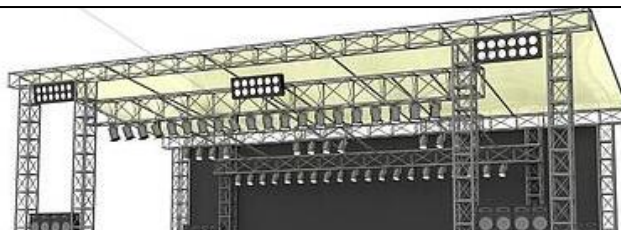


Definition of plaza

1a : **a public square in a city or town.** b : an open area usually located near urban buildings and often featuring walkways, trees and shrubs, places to sit, and sometimes shops. 2 : a place on a thoroughfare (such as a turnpike) at which all traffic must temporarily stop (as to pay tolls)

Unity Plaza

Alternate Unity Plaza Concept Plan



Stage Area: 75' x 36'

Photo of the Stuarts

Dry Granite Boulder Riverbed

Unity Plaza

75' x 100'

Pearl St + Both
Sidewalks = 75' wide



Hitching Post

Existing and extended greenery

Food Trucks on Pearl Street



Barn Quilt

← Mini Storage →

← Controlled Walk-Through →

Green Room

Review of Recommended Elements for Unity Plaza

Defining 4 TH STREET Edge of Unity Plaza	
	Repurpose drive through with Firehouse FROSTED DOORS
	Repurpose drive through for 990 sqft Mini storage
	Remodel/ build new COMFORT STATION
	Remodel/build new CONCERAGE AREA 400 vice 256
	BARN QUILT
	MOVE BULL with selfie post
	Historical display
	Rotary and logo on building
Defining Pearl Street Edge of Unity Plaza	
	Vegetation/curbing
	Flagpole
	wind art
	Lean two hitching post
Defining Northern Edge of Unity Plaza	
	New Stage
	Sound system
	DICK ELLIOT ART
Defining Western Edge of Unity Plaza	
	MT STUART SIGN
	Dry Granite cobble CREEK BED
	Watersplash pad moved to alder park/unity park
	New Vegetation
	Alley Fence
Defining Interior Space of Unity Plaza	
	PAVERS FOR 7,500 versus 21,600 SQ FEET
	staff time to READY PARK FOR ALCOHOL EVENT
Defining Alley Edge of Unity Plaza	
	Dog park
	Paint hold short line
	Repave for 14 spots
Defining Optional Electric Alley Edge of Unity Plaza	
	Install 7 dc level 3 charges
	Solar panels on drive through

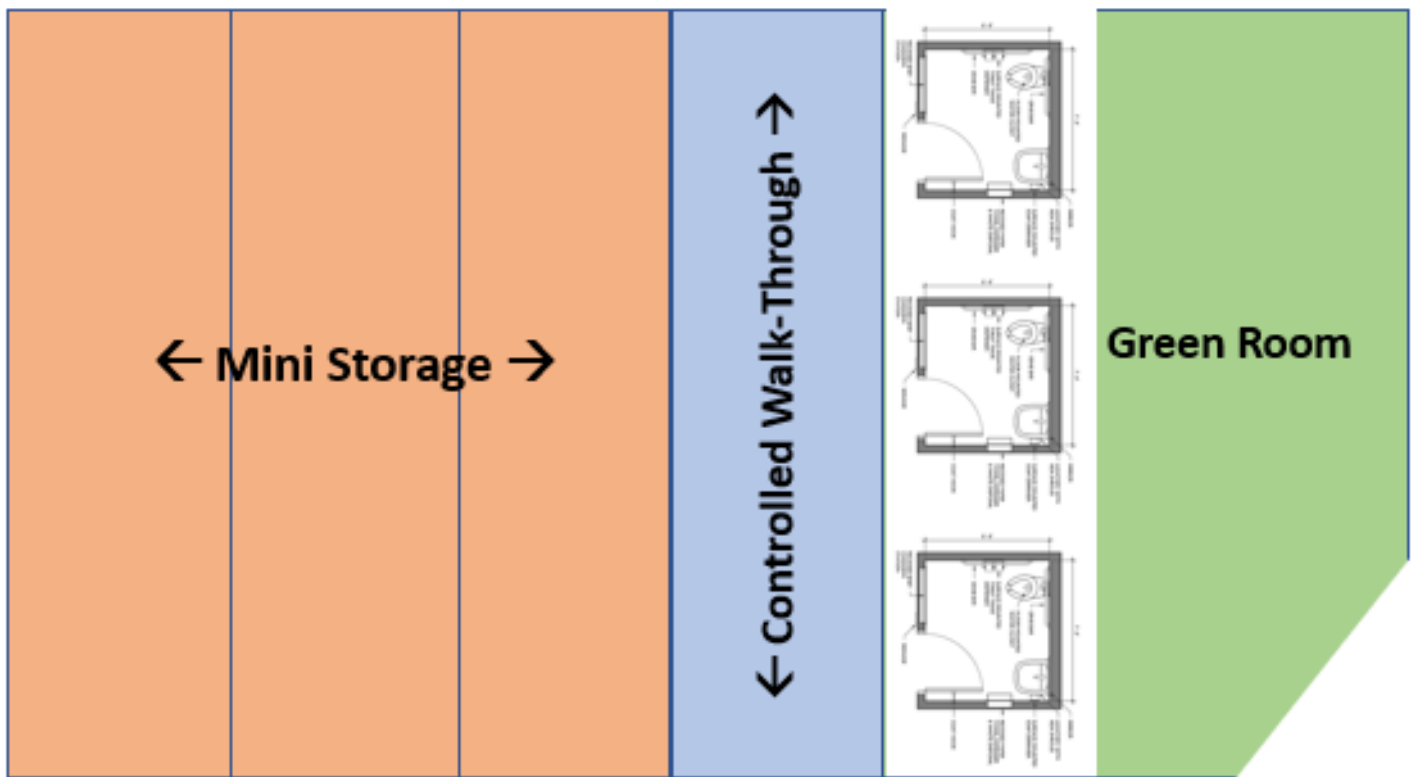
Timeline

1938	Olympia Block business location of Ellensburg Eye and Contact Lens. Moved in 1948
1980	Drive through Bank built
1999	City buys west Ellensburg Park \$2,000,000 for 360 Acres
19-Jun-01	City killed ordinance to put time limits on parking next to skate park
24-Aug-01	City purchase downtown portable restroom for \$40,000, three stalls. Hours 7:30 top dusk
17-Aug-04	Rodeo Kickoff Breakfast. Sound by JP Enterprises. Still providing sound in 2022
7-Jun-05	Moved Portable Restroom to "Friendship Park" location "Not being used"
26-Jun-14	New wind art installed at Rotary park Lyman Whitaker artist
2016	City adds parking to Rotary Park
18-May-18	City pursues to buy land, Banklease expires 2020
25-May-18	City contracts for \$25,000 Downtown Parking Survey
16-Nov-18	Rotary Park in "review process" Brad Case
20-Sep-19	City purchases 22,500 sqft area for \$799,000
4-Oct-19	Citizen input on what to do with Rotary Park. First mention of water feature and grass by Cathy Poshusta. "clean Canvas"
25-Mar-21	Named Unity Park. Nancy Goodloe Council Member. Place to gather and have meaning
Sep-21	Econnorthwest Steet Study
16-Dec-21	Daily record Editorial on vacation of Pearl
15-Feb-21	City council options for Pearl Temp/seasonal /permanent
23-Feb-22	Council approves \$65,000 Walker Macy contract "The idea is how does the park blend into the sidewalk and then into street" Brad Case
23-Mar-22	City Council pulls Pearl street permanent/seasonal closure option.
23-Jun-22	City Council extends streeteries until Nov 1,2022
23-Jun-22	1st coffee with City Council

Defining 4th Street Edge of Unity Plaza

Save & Renovate Historical Drive-Through Infrastructure to Create a Defined Event Area by installing frosted Firehouse doors on both sides of the building





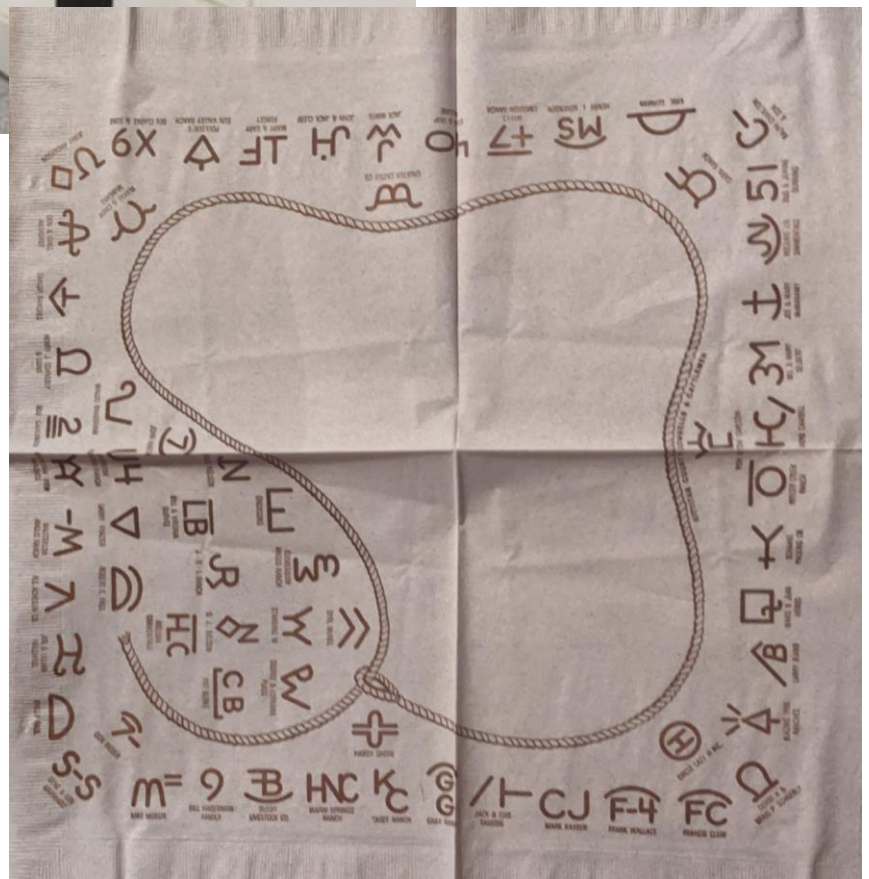
Repurposing the existing bank building into a mini-storage, control-point, restroom & green room!



Defining Pearl Street Edge of Unity Plaza

East Edge Perimeter

100' Hitching Post Broken into 18" panels
with a roper's rope tied in between posts as
lower rail fence





Using Pearl Street Parking for Food Trucks

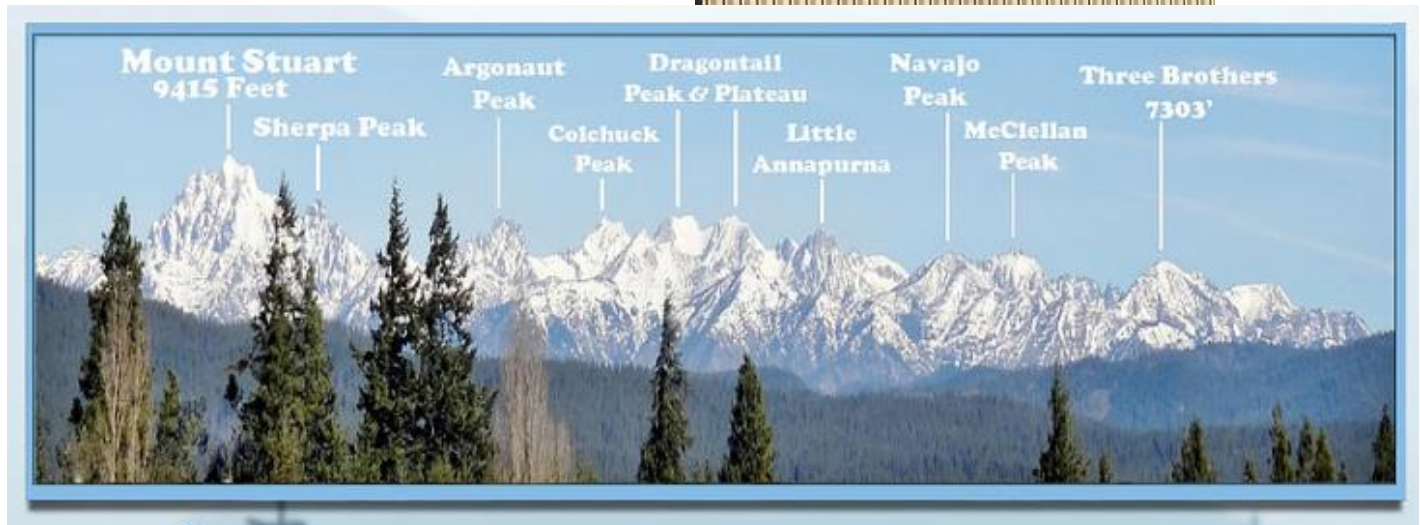
Defining the North Edge of Unity Plaza



Turn-Key Stage Space &
Associated Equipment is
part of the capital
expense of the project

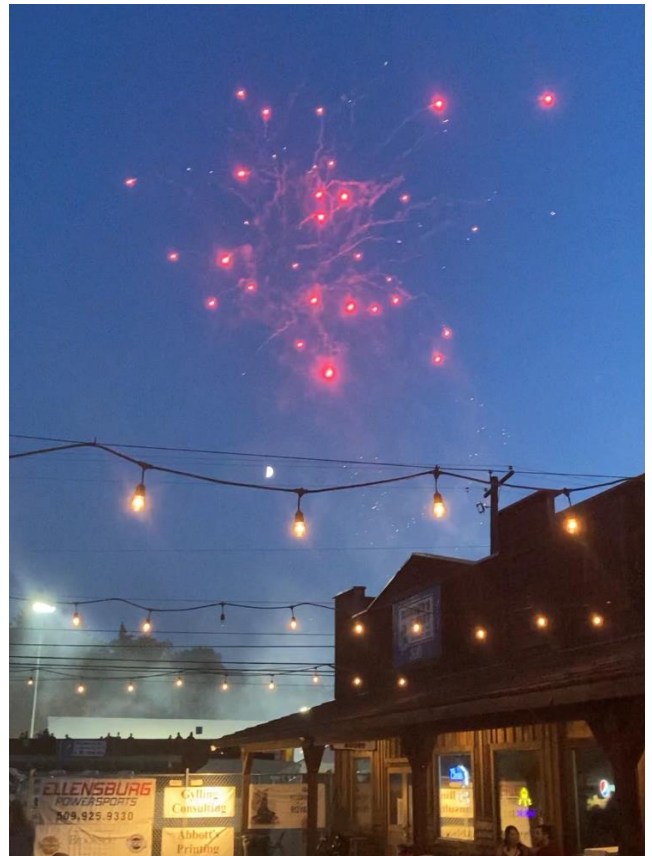
Defining the West Edge Perimeter of Unity Plaza

Defined by a black chain-link fence with 4' of granite rock, riverbed in front of it and a view of the Stuart Mountains from Reed Park applied to the fence similar to the 'World Famous Timothy Hay'



Defining the Interior Space of Unity Plaza

Daily Space Availability for Flexible Use.
Invisible guide-wires from the Stage to
the top of the driveway building for
lights/shade devices



Honoring Rotary

Ellensburg Rotary since 1922



Appendix C: Ellensburg Downtown Events

List of Events at Unity Park and Pearl Street

Source: City of Ellensburg

Event Name	Event Description	Season	Event Duration	Attendance	Location
St. Paddy's Day 5k Run	5k run around downtown, beer garden, kids games, food	Spring	1pm-8pm	850	Unity Park
Eastern Washington Brewfest	Axe throwing, beer garden, mechanical bull, food, music	Spring	11am-6pm	700	Unity Park
Ellensburg Germanfest & Parade	Germanfest and community parade with daschunds	Spring	8am-3pm	600	Unity Park
Hoedown in the Downtown	Live music, beer garden, merchandise vendors, food truck	Summer	1 night, 3 hours	500	Unity Park
Jazz in Valley	Community jazz festival held at various locations; Unity Park is the main location	Summer	3 days, 2 nights	5000	Unity Park
Rodeo Kickoff Breakfast	Kickoff event for the Kittitas County Fair and Ellensburg Rodeo	Summer	6am-11am	500-800	Unity Park
Rodeo Kickoff Parade	Kickoff event for the Kittitas County Fair and Junior Rodeo Parade	Summer	6am-11am	500-800	Pearl Street
Rodeo Parade	Community Parade	Summer	6am-11am	5000	Pearl Street
Buskers in the Burg	Street performers, kids' activities	Fall	9am-2pm	1200	Unity Park
Moments to Remember	Downtown Holiday event	Fall	3pm-9pm	1000	Unity Park
CASA Rocks Cornhole Event	Cornhole tournament, beer garden, family activities, food, bands	Fall	11am-5pm	150	Unity Park
Winterhop Brewfest	Craft and microbrew tasting available throughout downtown; Unity Park is the main check-in	Winter	12pm-5pm	2000	Unity Park

Where is the Potential List of Events that could Utilize the Space?



How will Farmer's Market Interface with new Plaza? ...

Policy

- Unity Park is the ONLY Ellensburg Park when permitted with specific event approval by City Council
- Washington State Liquor Control Board requires specific site plan approval for each event
 - Minimum perimeter is a 42" fence



Agenda Report

Date: June 3, 2019
To: City Council
Through: John Akers, City Manager
From: Brad Case, Parks & Recreation Director
Subject: Consideration of Approving the Service of Alcohol at Jazz in the Valley

Summary: Council is being requested to approve the service of alcohol during Jazz in the Valley, which is scheduled to take place July 26-28, 2019 at the Rotary Pavilion.

Background: The events associated with Jazz in the Valley includes the service of beer and wine, in addition to live music, and food vendors.

Event organizers have submitted a special event permit application as well as the necessary insurance.

Findings and Analysis: Section of 6.64.260 of the Ellensburg City Code requires Council approval for any special event at which alcoholic beverages are served, subject to compliance with all the other requirements set forth in the Special Event chapter. The vendors will have to agree to changes required for the insurance and indemnity provisions of the permit before it will receive final approval.

Fiscal Impact: There is no fiscal impact associated with this request.

Recommendation: Approve the service of alcohol at the Rotary Pavilion for Jazz in the Valley scheduled for July 26-28, 2019.



Everyone has the same
right to the Park
It should be designed to
address known concerns



Bars close at 2AM ...



Splash Pad – Already Planned for North Alder Park & Fully Funded Through Unity Park Savings

North Alder Street Splash Pad

Our Work / Local Parks / North Alder Street Splash Pad

CATEGORY OVERVIEW

Local Parks grants help protect these symbols of vibrant communities, providing places for families to gather and play and promoting a healthy and active lifestyle in an era when people spend increasing amounts of their time inside. The WWRP is the largest source of local parks funding in Washington, helping communities fund the acquisition, development, and renovation of vital recreation areas and green spaces.

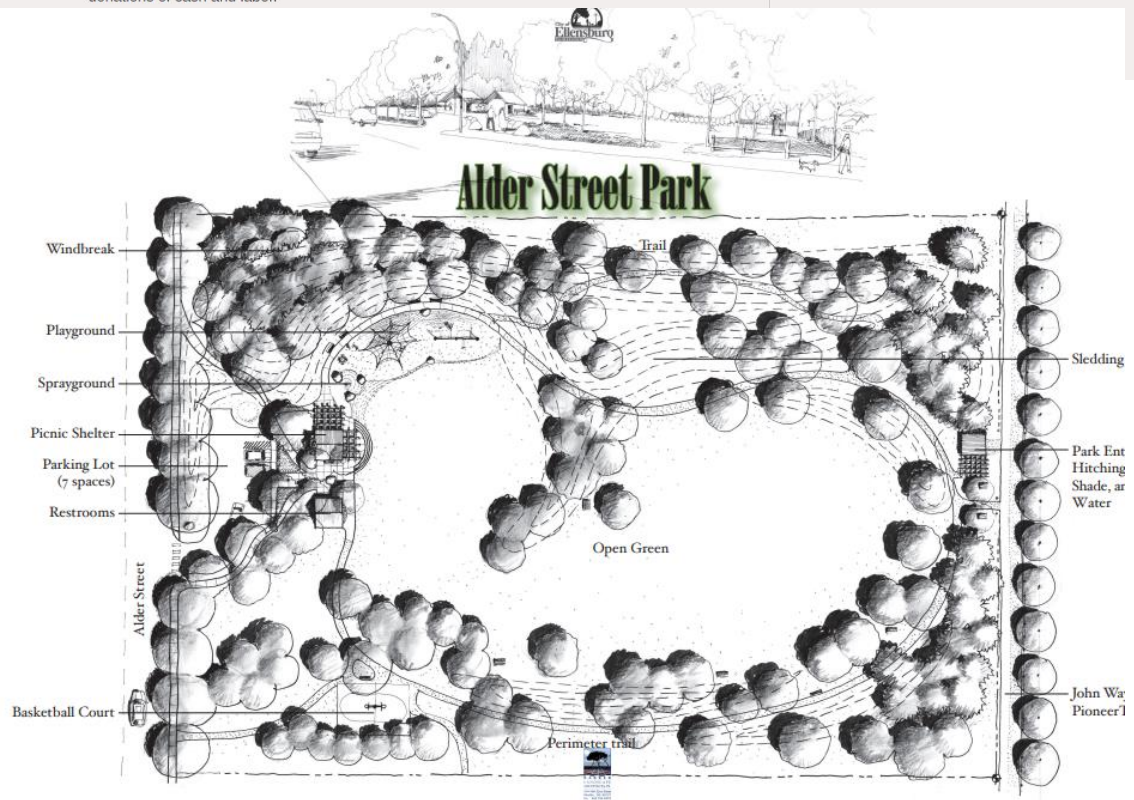
PROJECT HIGHLIGHTS

The Ellensburg Parks and Recreation Department will use this grant to construct a spray pad in the 5.5-acre North Alder Street Park, in Ellensburg. This spray pad will be the only outdoor aquatic facility available to Ellensburg residents. North Alder Street Park is the city's newest park and has only been open since the summer of 2013. Ellensburg will contribute \$75,000 in cash and donations of cash and labor.

QUICK FACTS

WWRP Applicant: Ellensburg Parks & Rec Dept
Category: Local Parks
WWRP Grant: NULL
Applicant Match: 75000
Project Type: Development
County: Kittitas
Legislative District: 13
Status: Board Preliminary Approved
RCO Project # 16-1961

NSERVATION



Defining the Alley Edge of Unity Plaza Parking

A 2019 parking study exists for the downtown, this plan leaves 17 alley parking spaces out of the existing total of the 30 spaces.

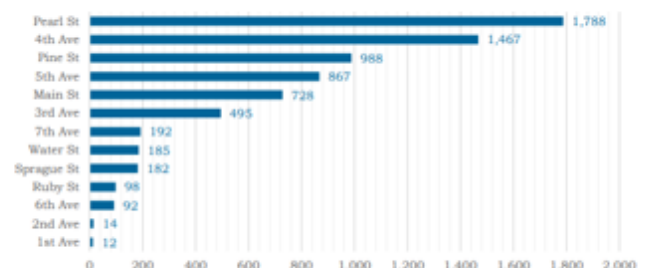
The yellow area is the area of potential effects of the preferred plan.



Parking citations Jan 2015-March 2018 numbered 1,788 for Pearl street alone. What is updated information and how will this be addressed.

The majority of downtown parking citations occur on five downtown streets. Between January 2015 and April 2018, there were approximately 7,000 downtown parking violations, or approximately 2,000 per year. The five streets with the most violations represent 82% of all citations. Pearl Street and 4th Avenue had the most citations, followed by Pine Street, 5th Avenue and Main Street (Figure 10).

Figure 10 Parking Citations, by Downtown Street (January 2015 – March 2018)



Source: City of Ellensburg

Nelson\Nygaard Consulting Associates, Inc. | 3-3

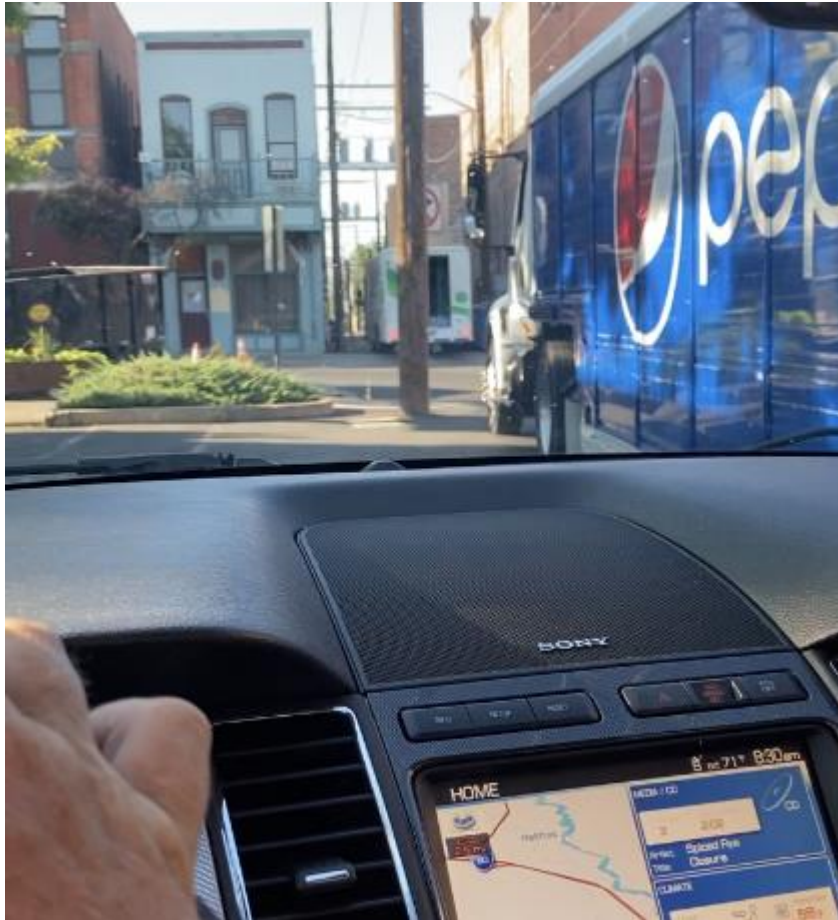
Alley parking

Making and/or retaining 17 parking spaces along the alley MAKES THE CITY \$1,800 ANNUALIZED COST PER SPACE X 17 SPACES = \$30,600 PER YEAR!!!!!!!!!!!!!! With no capital outlay

EXAMPLE GARAGE COSTS

$$\begin{array}{rcl}
 \$20,000 / \text{space} & + & 30 \text{ years at } 5\% \\
 \text{construction} & & \text{Debt service} \\
 & & \$500 / \text{space} / \text{year} \\
 & & \text{O\&M} \\
 \hline
 \$1,800 / \text{space} & \div & 336 \\
 \text{annualized costs} & & \text{use days per year} \\
 \hline
 \$5.36 / \text{space} / \text{day} & & 100\% \text{ cost recovery}
 \end{array}$$

Alley Blockage; can be prevented and mitigated by painting a hold-short line in the alley allowing vehicles to safely pass on the driver side trucks doing delivery



Dog Rest Area for i90 Traffic



Save our
40-year
old trees!



Visitor Center Information we can do better



Thank you!

Questions?

Existing Condition



Take a
Virtual
Tour!



UNITY PARK - CONCEPT CONFIRMATION

SEPTEMBER 20, 2022



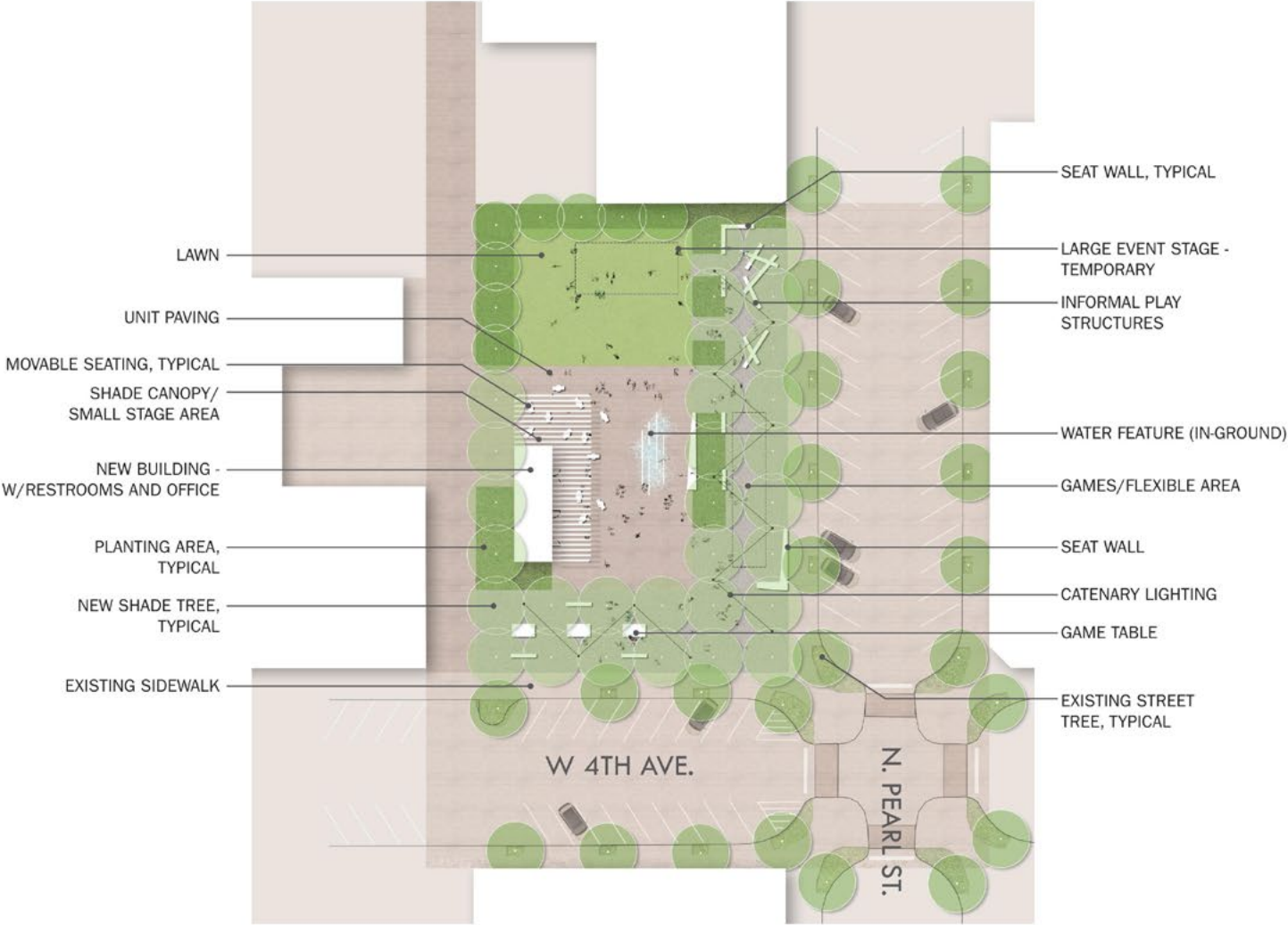
CLIENT
City of Ellensburg



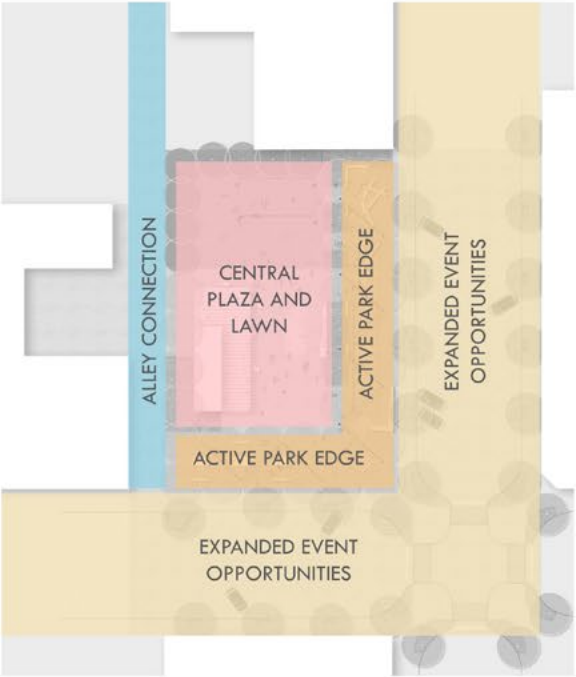
PROJECT TEAM
WALKER MACY - Prime Consultant & Landscape Architect
SIGNAL ARCHITECTURE + RESEARCH - Architect
COUGHLIN PORTER LUNDEEN - Civil Engineer
DCW COST MANAGEMENT - Cost Estimator

PREVIOUS WORK

CONCEPT DESIGN



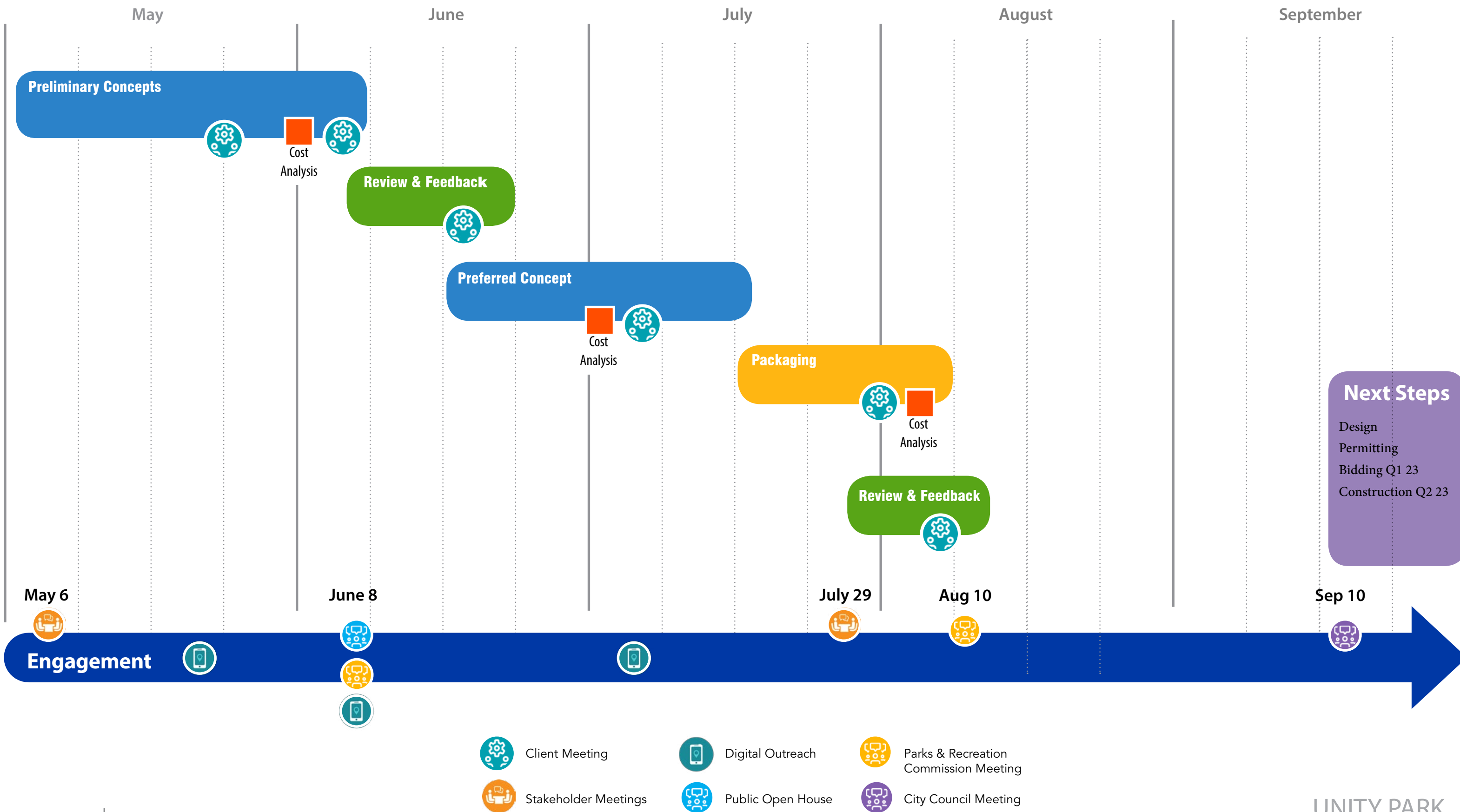
CONCEPT DIAGRAM



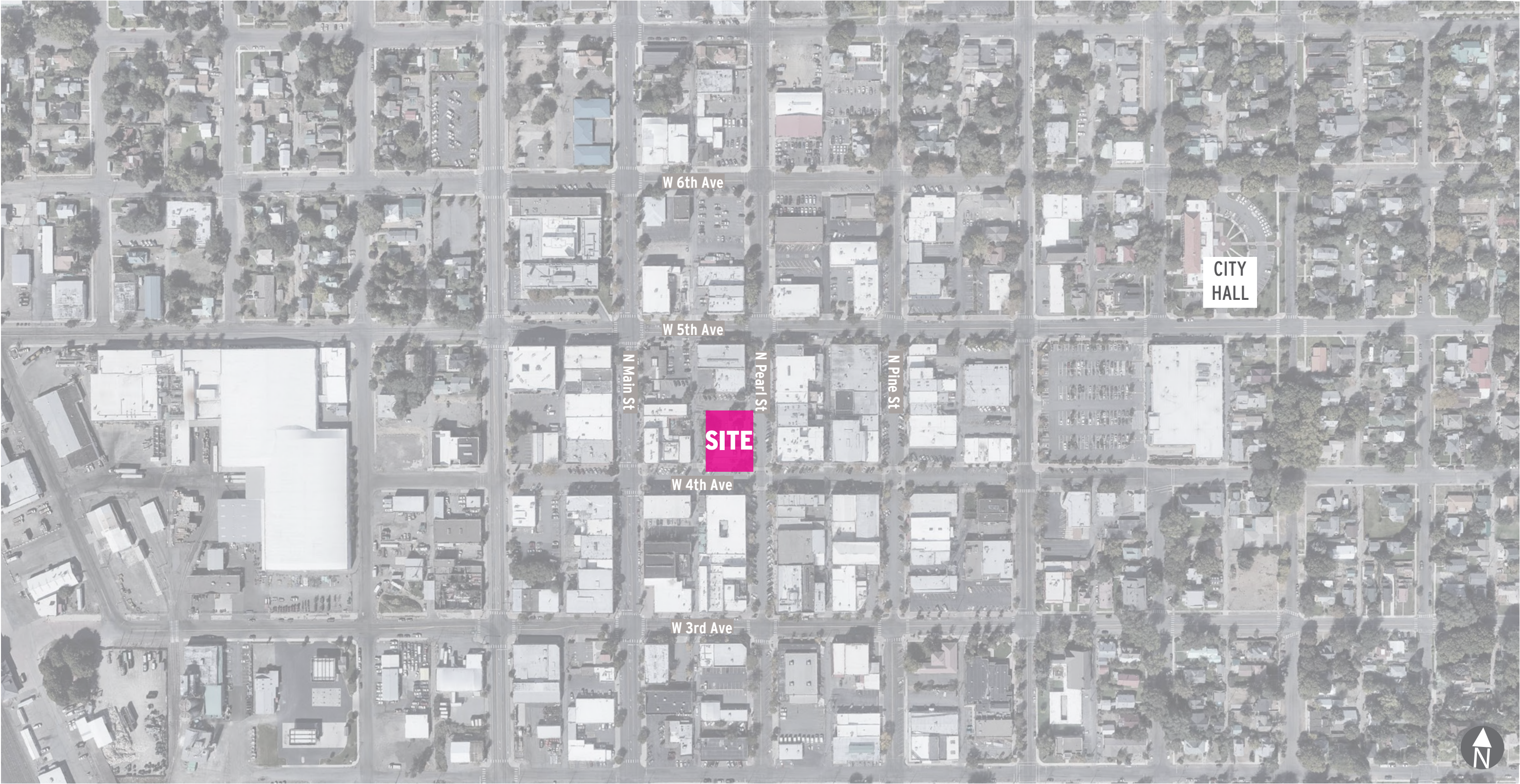
PRECEDENT IMAGES



SCHEDULE



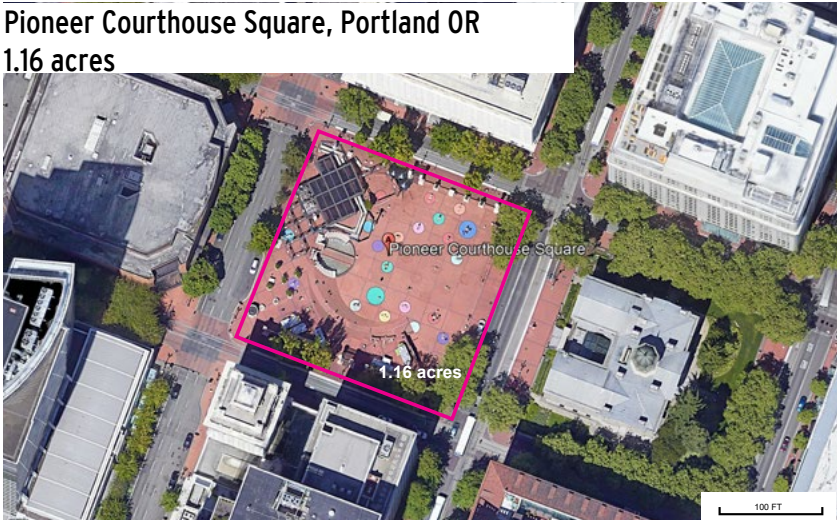
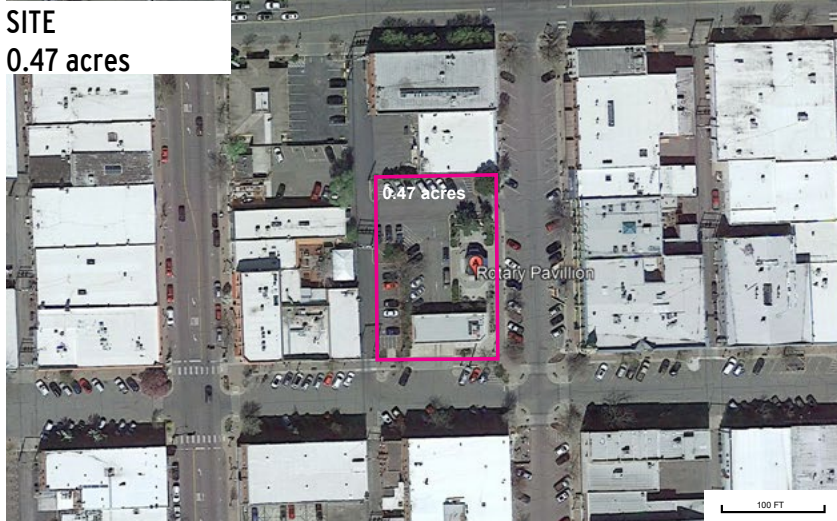
SITE



SITE



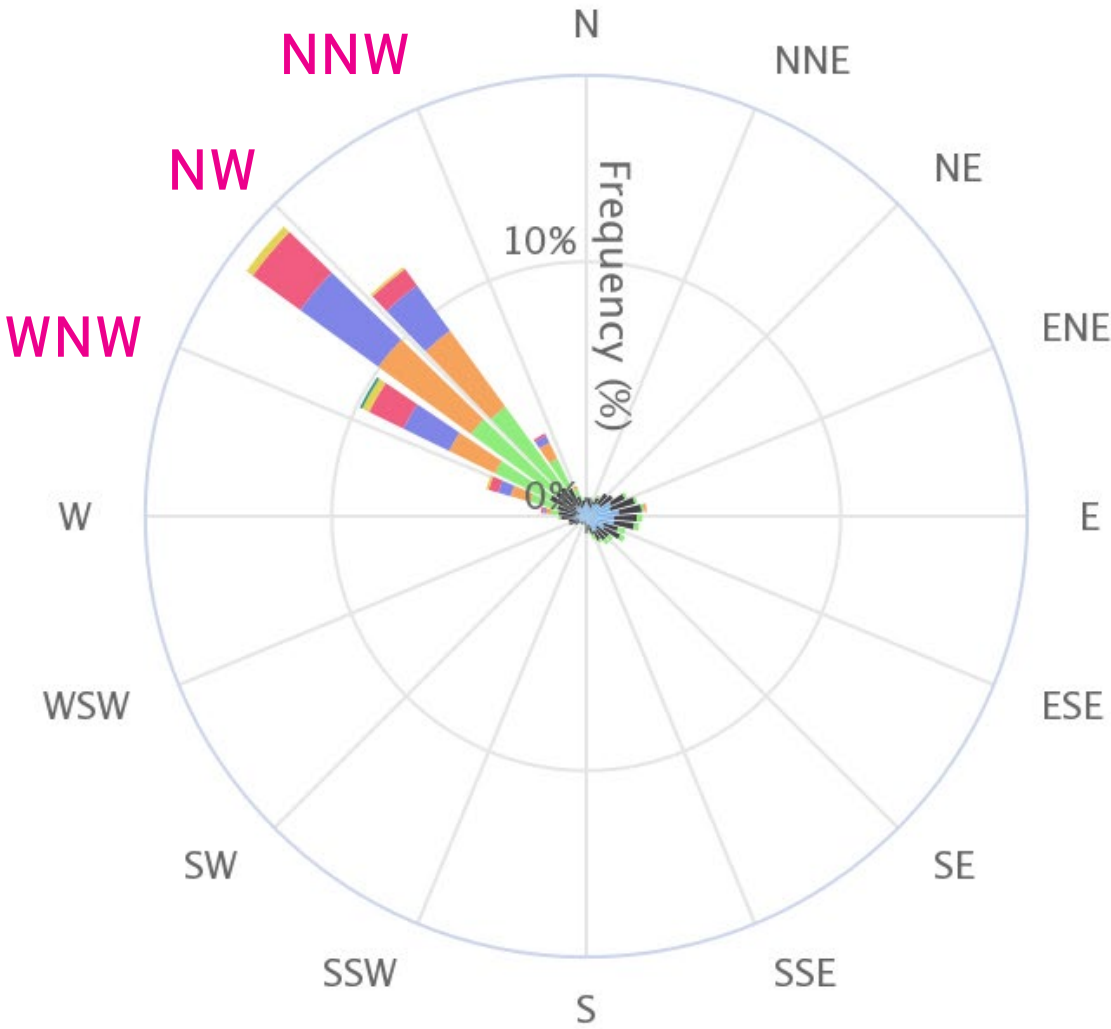
SCALE COMPARISONS



WIND ANALYSIS

ELLENSBURG BOWERS FLD (WA) Wind Rose

Jan. 1, 2021 – Dec. 31, 2021
Sub-Interval: Jan. 1 – Dec. 31, 0 – 23



Wind Speed (mph)

- 1.3 – 5
- 5 – 10
- 10 – 15
- 15 – 20
- 20 – 25
- 25 – 30
- 30 – 35
- 35 – 40
- 40 –

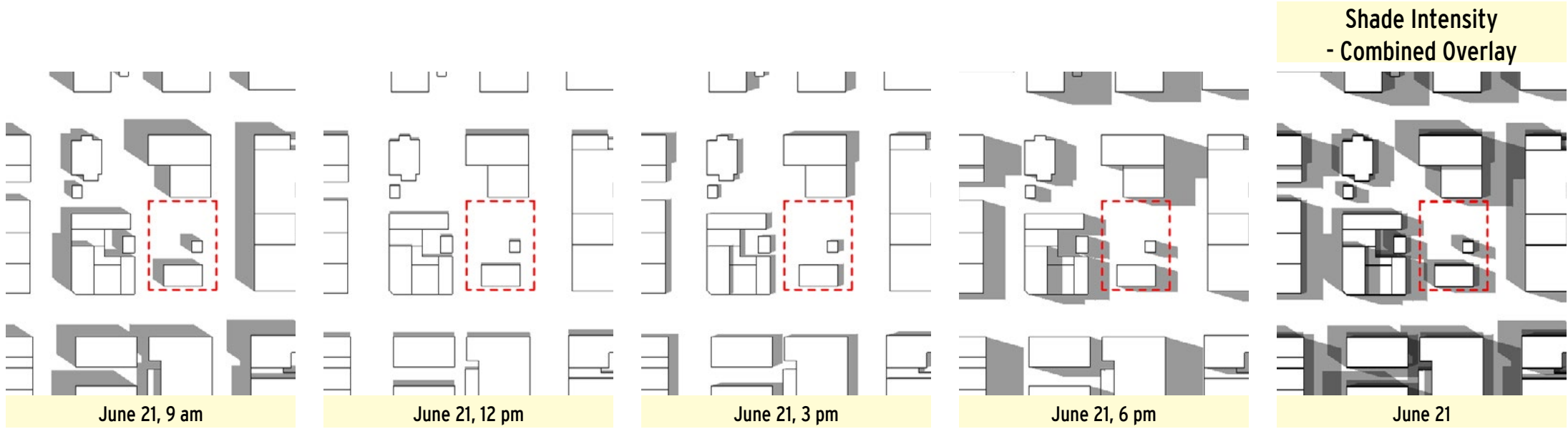
Source:
<https://mrcc.purdue.edu/CLIMATE/Hourly/WindRose.jsp>

CURRENT HOURLY STATION INFORMATION:	CURRENT DAILY STATION INFORMATION:
Station Name: ELLENSBURG BOWERS FLD	Station Name: ELLENSBURG
County: KITTITAS	County: KITTITAS
State: WA	Synchronize State: WA

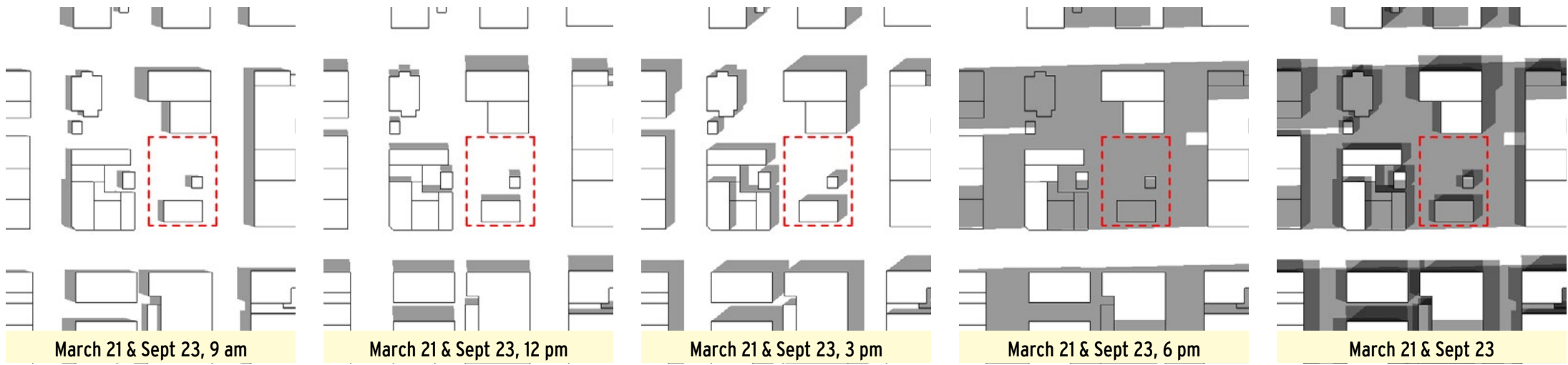
Presented in a circular format, the modern wind rose shows the frequency of winds blowing from particular directions over a specified period. The length of each "spoke" around the circle is related to the frequency that the wind blows from a particular direction per unit time. Each concentric circle represents a different frequency, emanating from zero at the center to increasing frequencies at the outer circles. A wind rose plot may contain additional information, in that each spoke is broken down into color-coded bands that show wind speed ranges.

SUN & SHADE STUDY

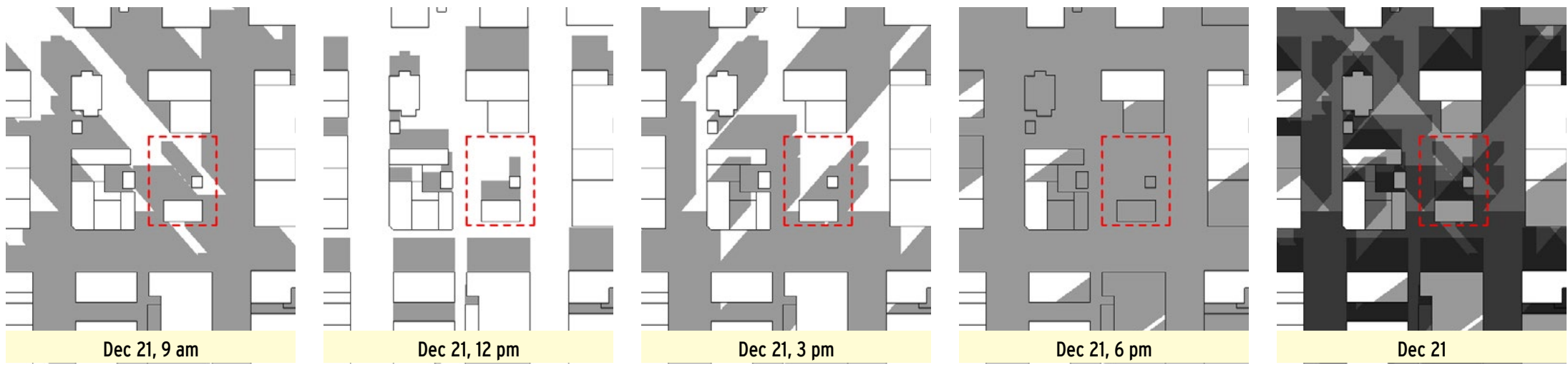
Summer Solstice
June 21



Equinox
March 21 & Sept 23



Winter Solstice
Dec 21



KEY DESIGN PRINCIPLES FOR UNITY PARK

Unity Park will -

Be the central space for Ellensburg's daily gatherings and special events

Feel open, inclusive, and welcoming to residents and visitors alike

Support a flexible range of event types and sizes

Extend the draw of downtown Ellensburg to visitors and across four seasons

Be 'of Ellensburg'

KEY FEATURES FOR UNITY PARK



comfort station
with restrooms, storage, and concierge space



event infrastructure
with permanent stage, event power, lighting, and storage



plaza
with seating and amenities



water feature



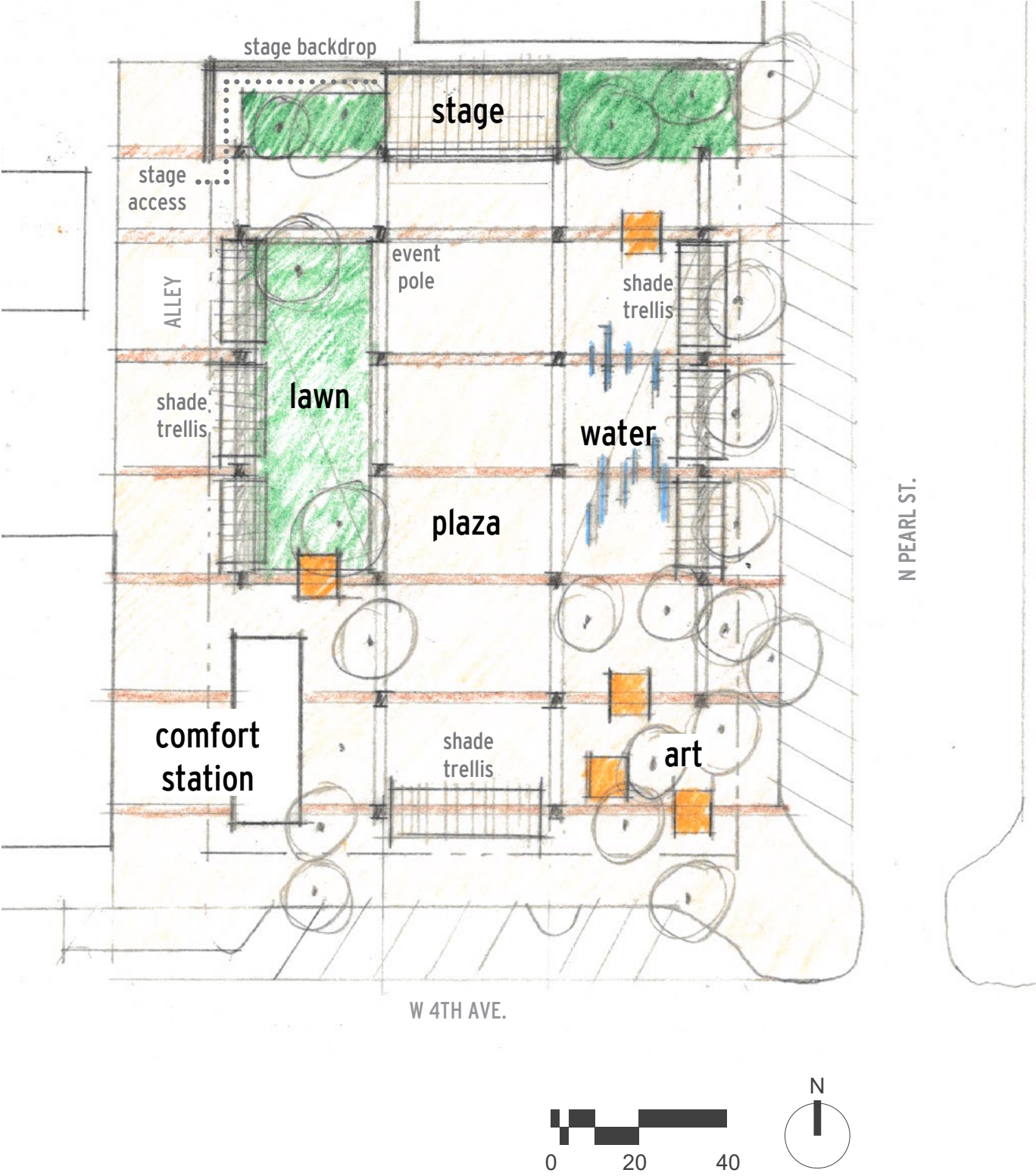
flexible lawn



art

PLAN CONCEPT A

concept plan



key attributes

- orderly arrangement
- stage at center north
- water at east end (further from restroom)
- fixed seating distributed throughout with some movable
- grid of event poles for lighting/shade

key features

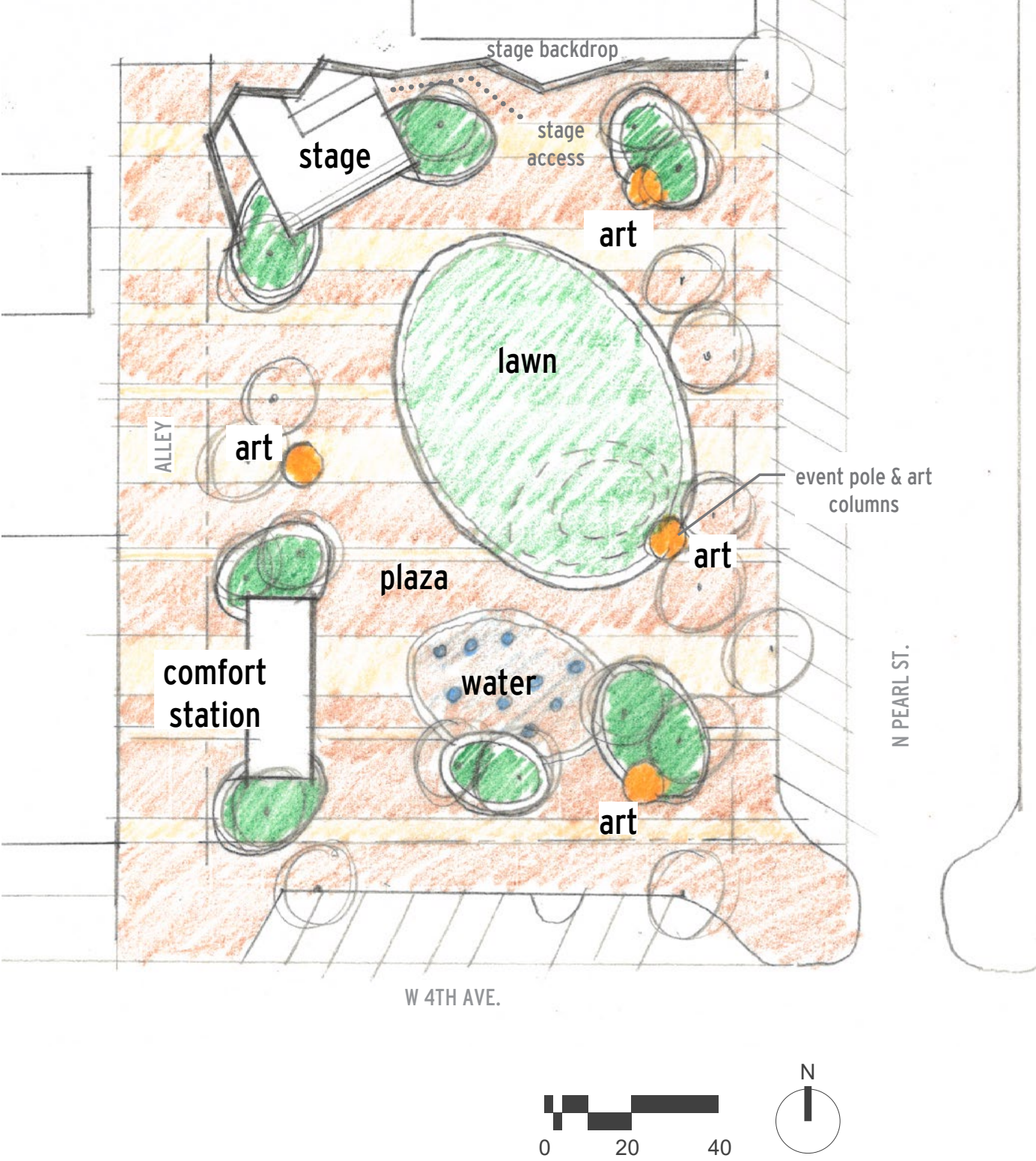


event capacity



PLAN CONCEPT B

concept plan



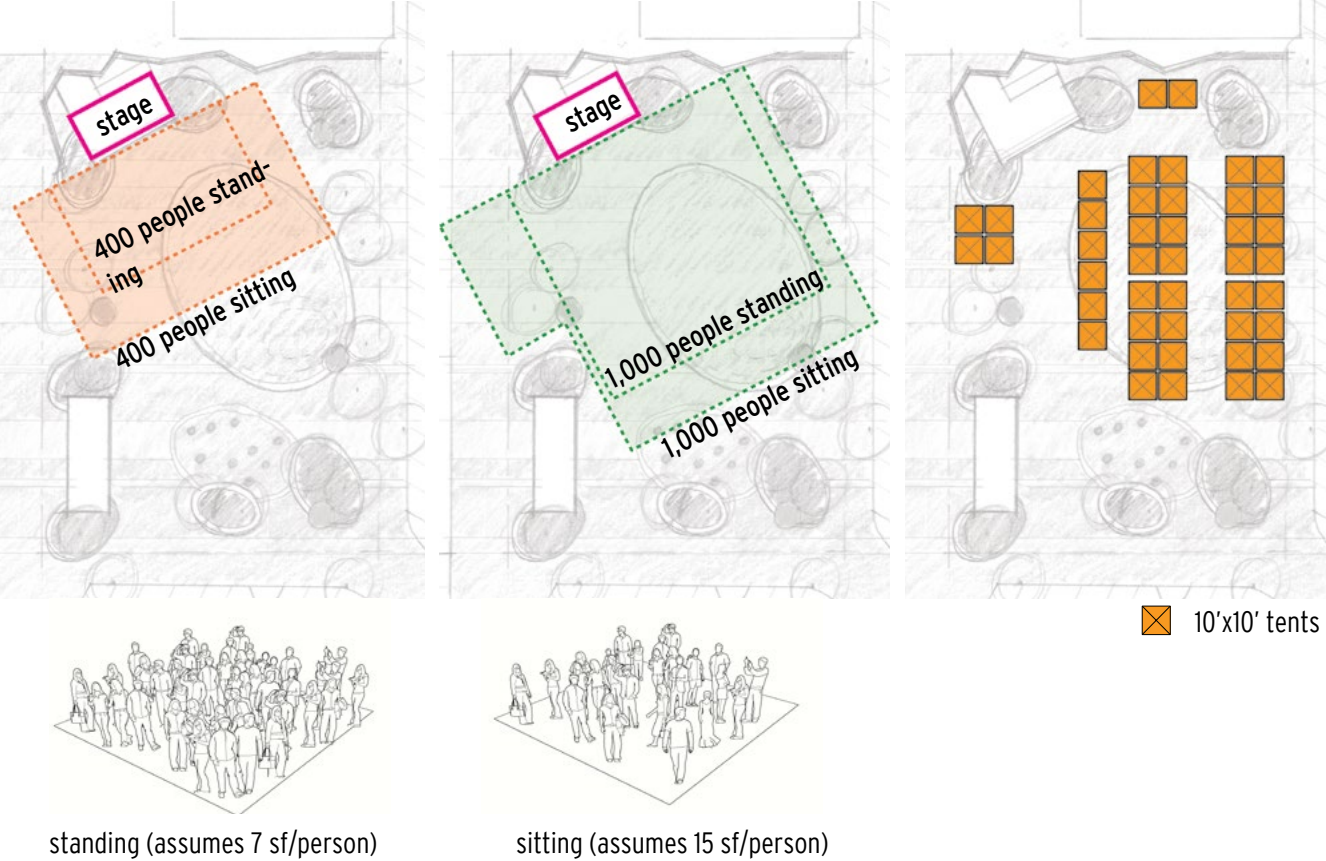
key attributes

- playful arrangement
- stage at northwest
- water at south end (closer to restroom)
- fixed seating at edges with some movable in center
- prominent event poles for lighting/shade/art

key features

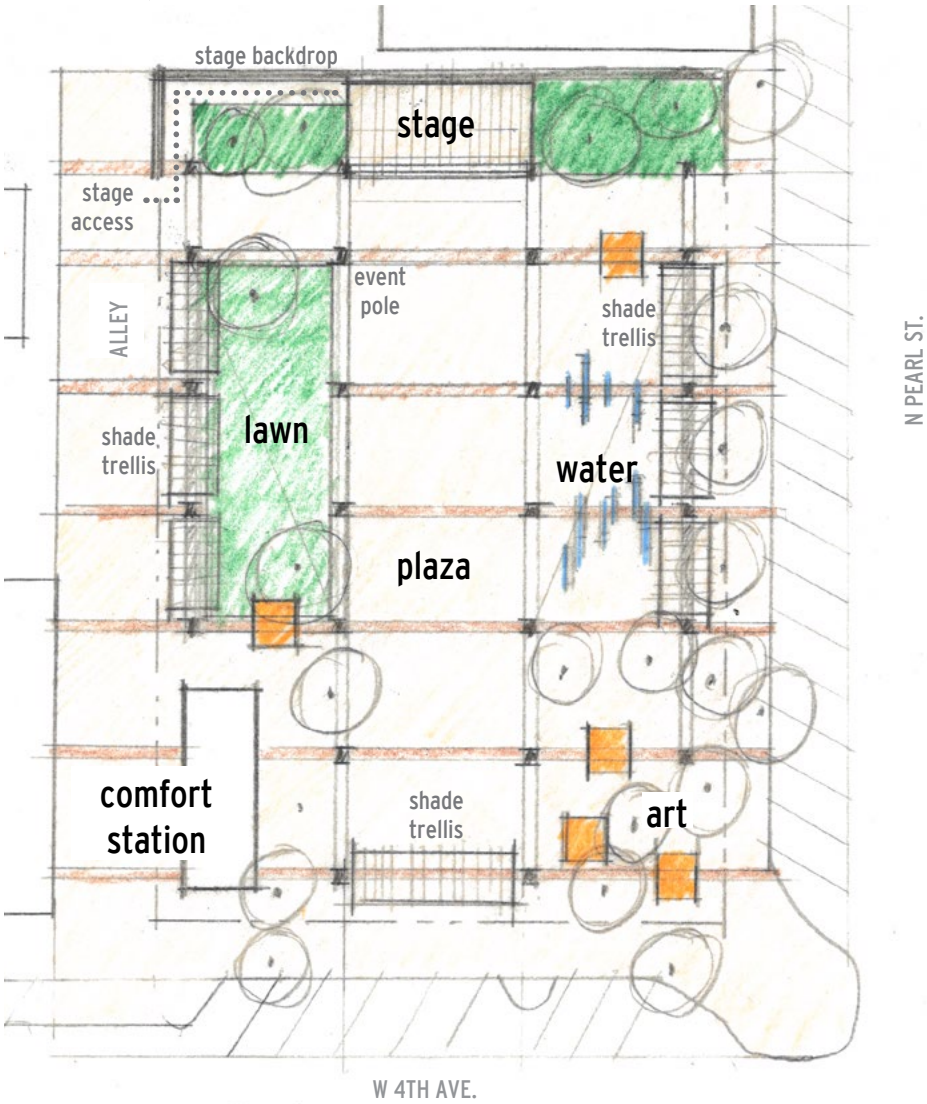


event capacity

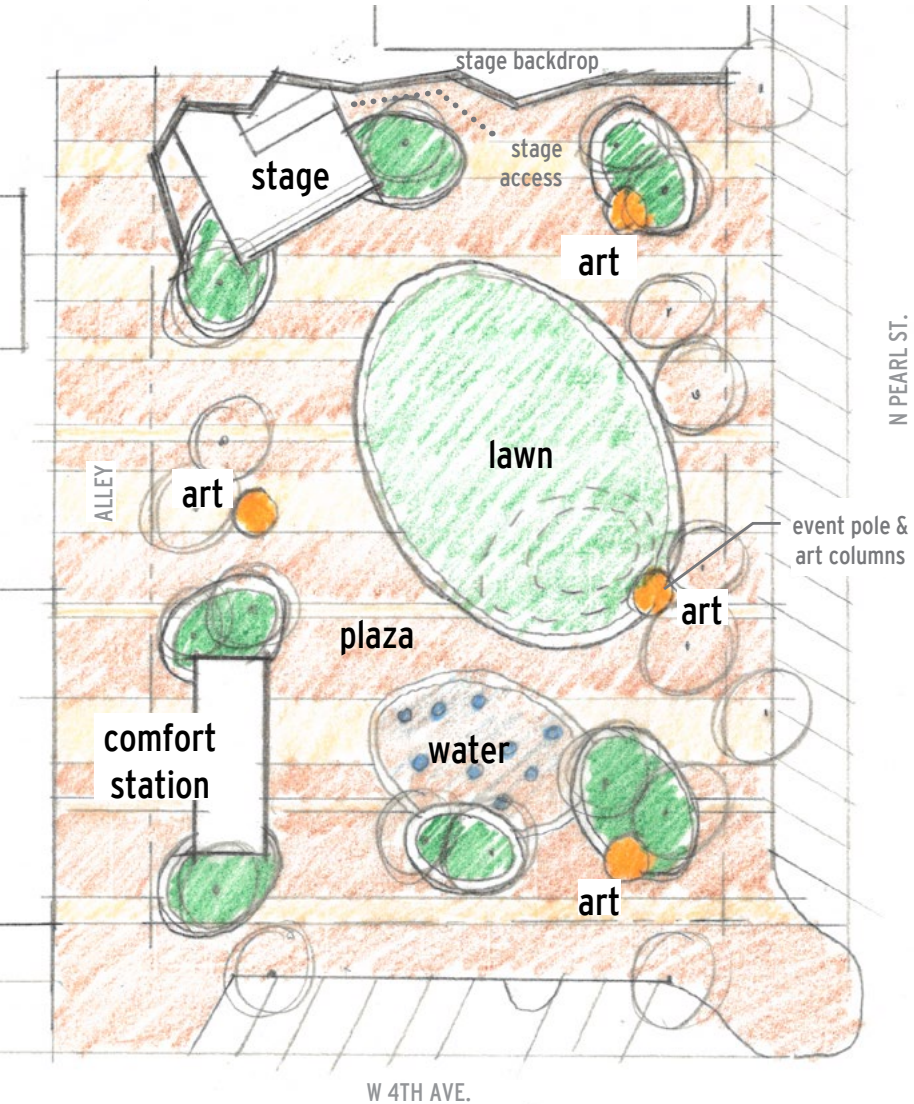


PLAN OPTIONS

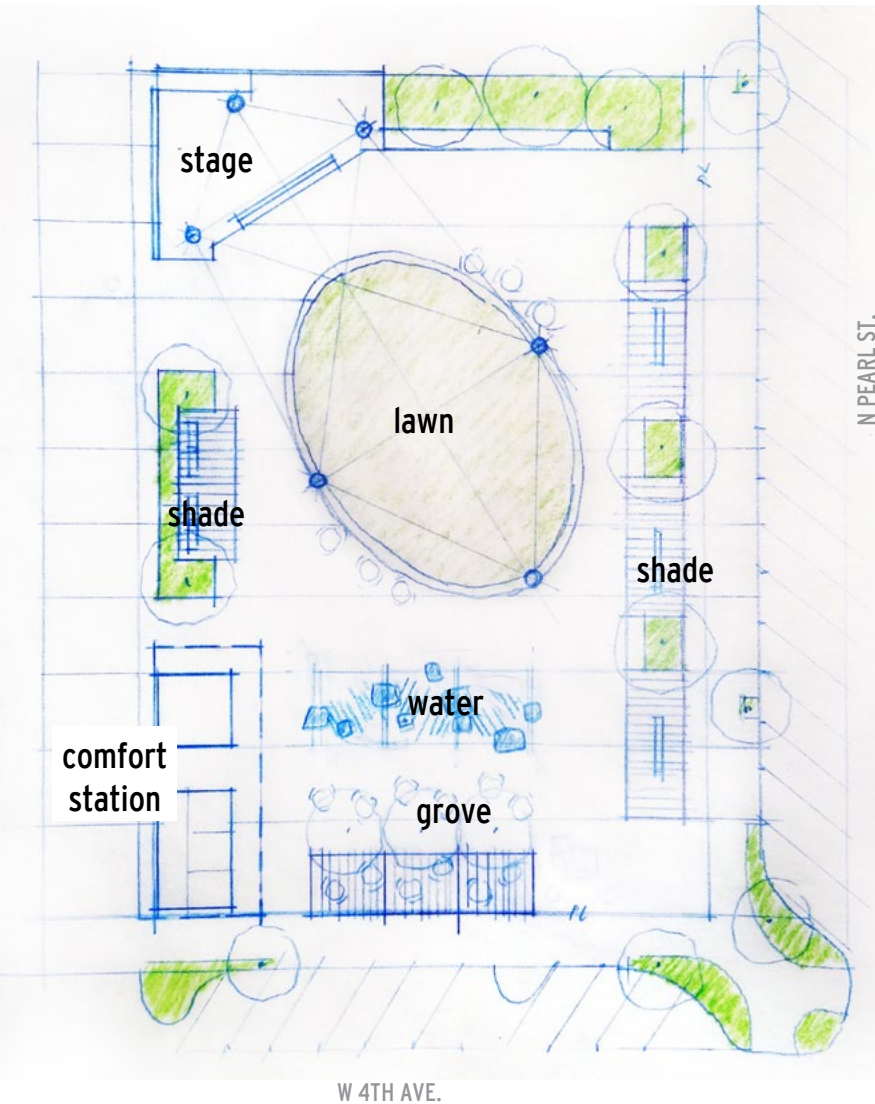
Concept A Sketch



Concept B Sketch



Preferred Concept Sketch



PREFERRED CONCEPT PLAN



- 1 Stage (Permanent)
- 2 Lawn
- 3 Comfort Station
- 4 Water Feature
- 5 Shade Structure (Permanent)
- 6 Picnic Grove
- 7 Lighting / Sound Support

KEY FEATURES



seating: movable



seating: movable



seating: swings



seating: fixed



water: sculptural or whimsical



lawn: natural turf



shade structures: permanent



shade structures: temporary



shade: trees



stage: permanent



lighting: string lights



lighting: lights and event poles



art: permanent



art: temporary



space for winter activities

WATER



topography / patterns



integrated boulders / seating



skim of water over pavement



water wall

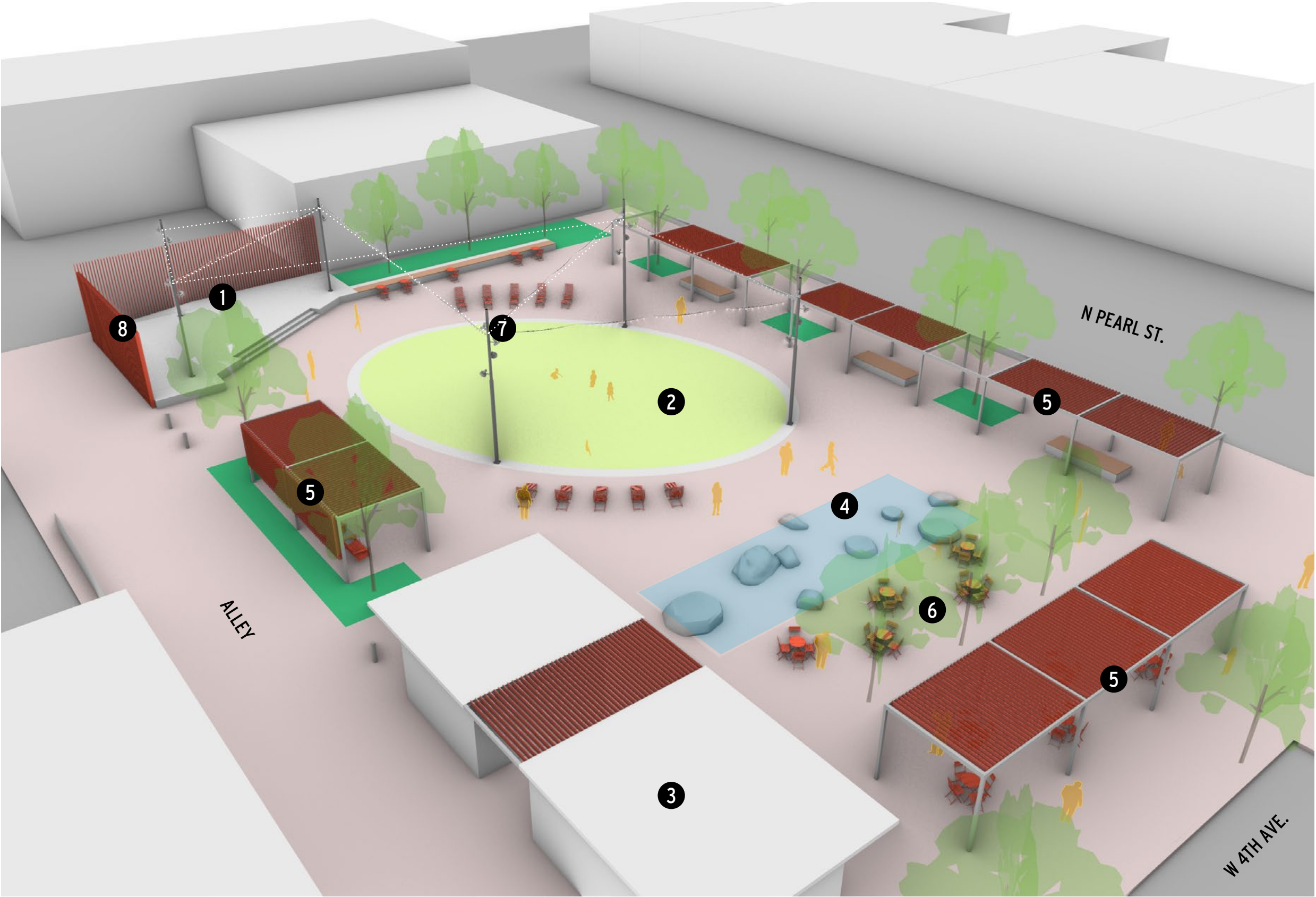


integrated misters



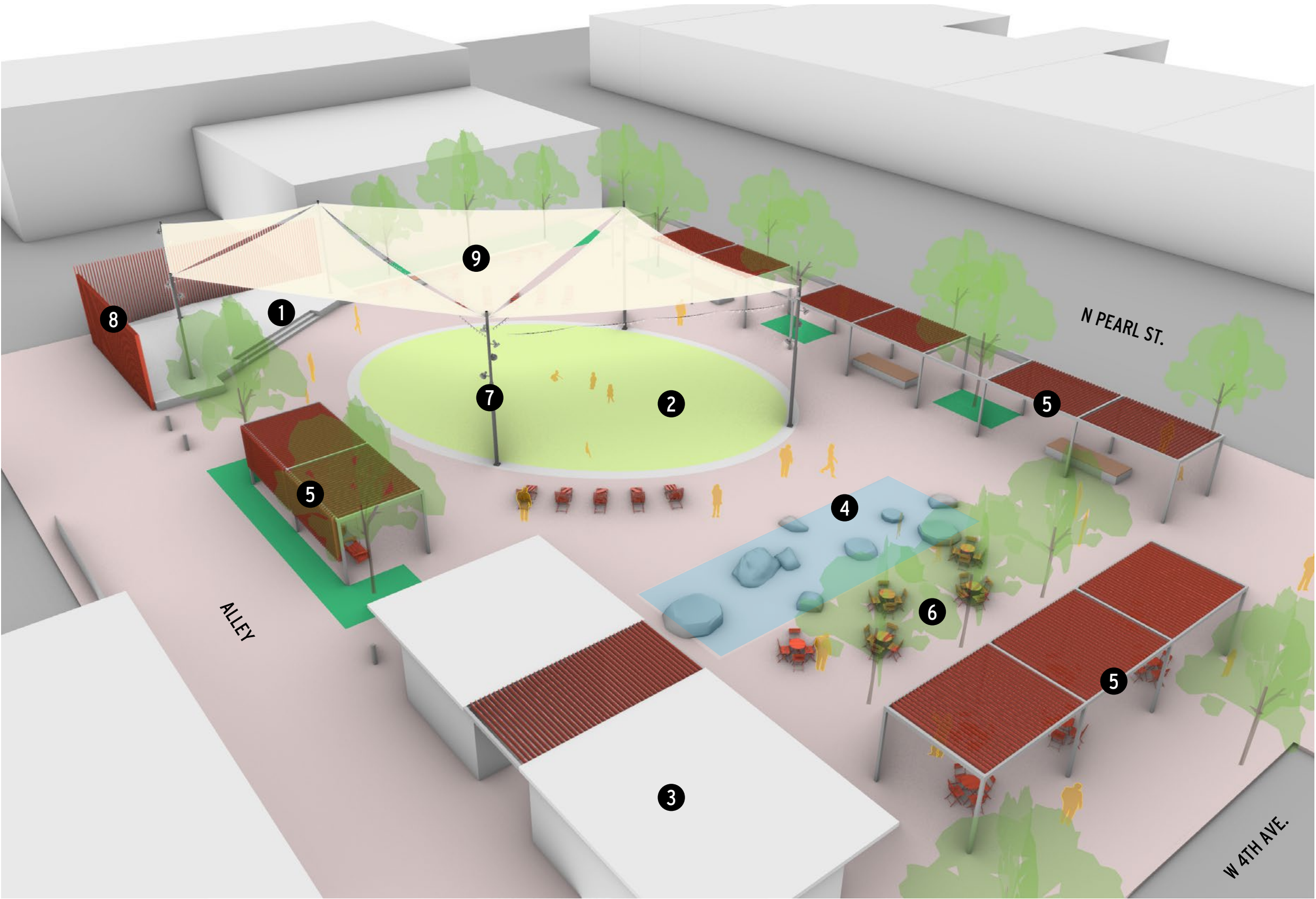
sculptural

BIRDSEYE VIEW LOOKING NE



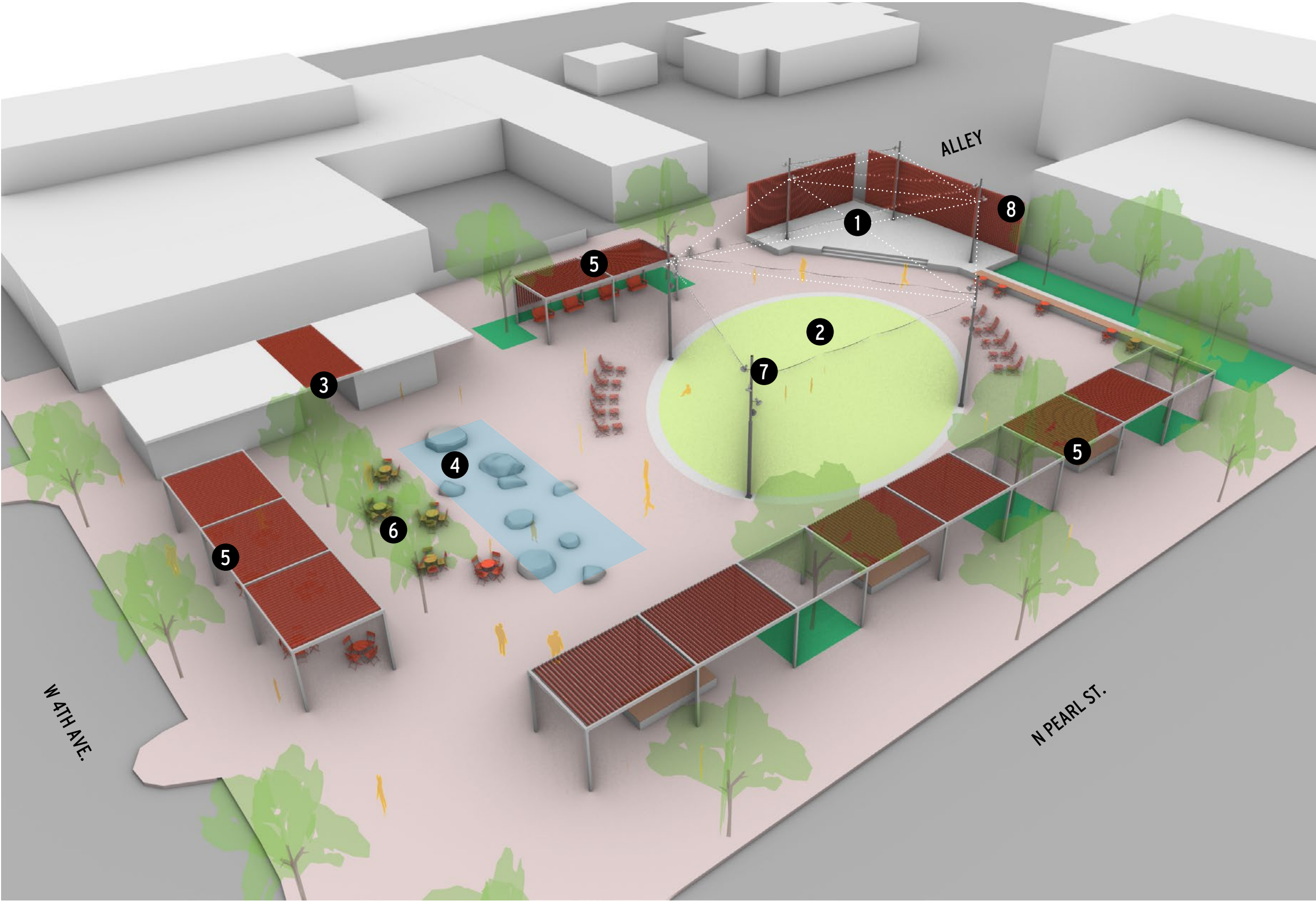
- 1 Stage (permanent)
- 2 Lawn
- 3 Comfort Station
- 4 Water Feature
- 5 Shade Structure (permanent)
- 6 Picnic Grove
- 7 Lighting / Sound Support
- 8 Screen / Wind Block

BIRDSEYE VIEW LOOKING NE



- 1 Stage (permanent)
- 2 Lawn
- 3 Comfort Station
- 4 Water Feature
- 5 Shade Structure (permanent)
- 6 Picnic Grove
- 7 Lighting / Sound Support
- 8 Screen / Wind Block
- 9 Shade Structure (temporary)

BIRDSEYE VIEW LOOKING NW



- 1 Stage (permanent)
- 2 Lawn
- 3 Comfort Station
- 4 Water Feature
- 5 Shade Structure (permanent)
- 6 Picnic Grove
- 7 Lighting / Sound Support
- 8 Screen / Wind Block

LOOKING NORTH INTO PARK FROM 4TH



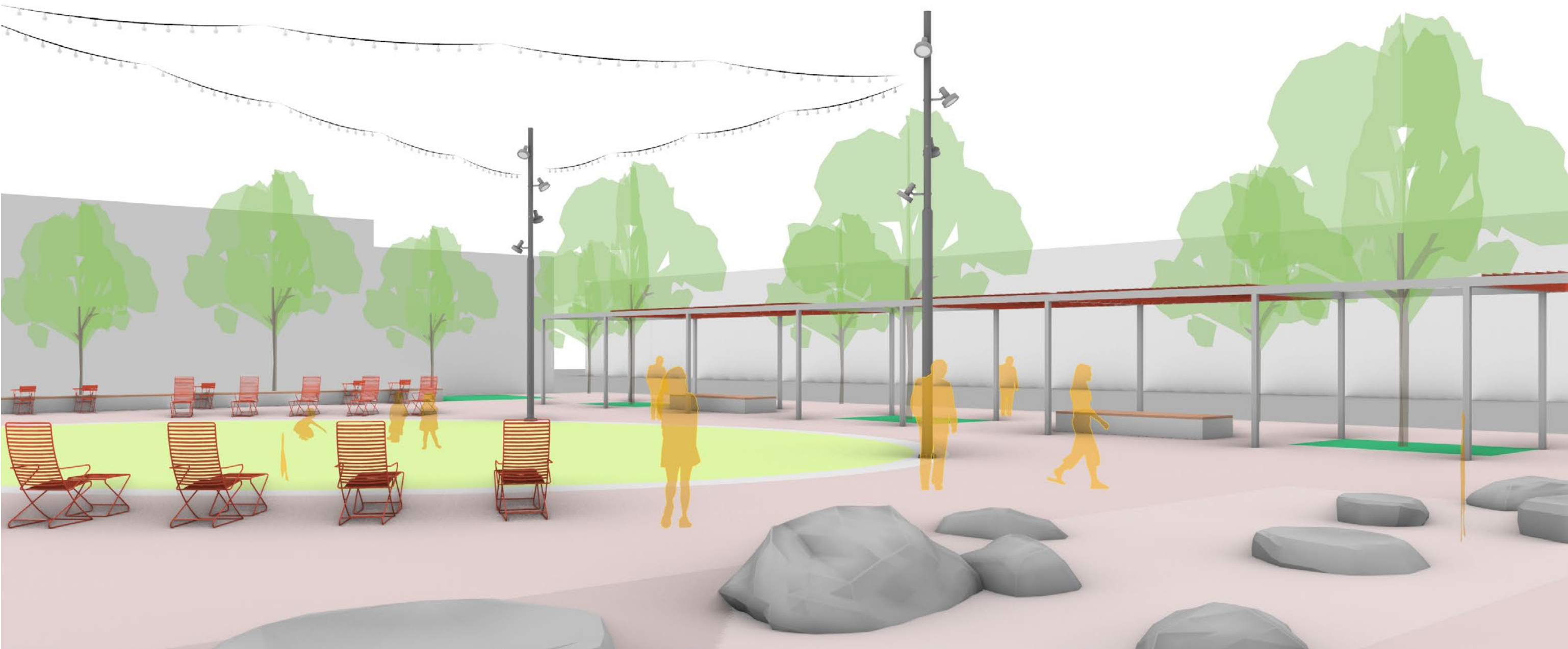
LOOKING NORTH WEST



LOOKING NORTH



LOOKING NORTH EAST



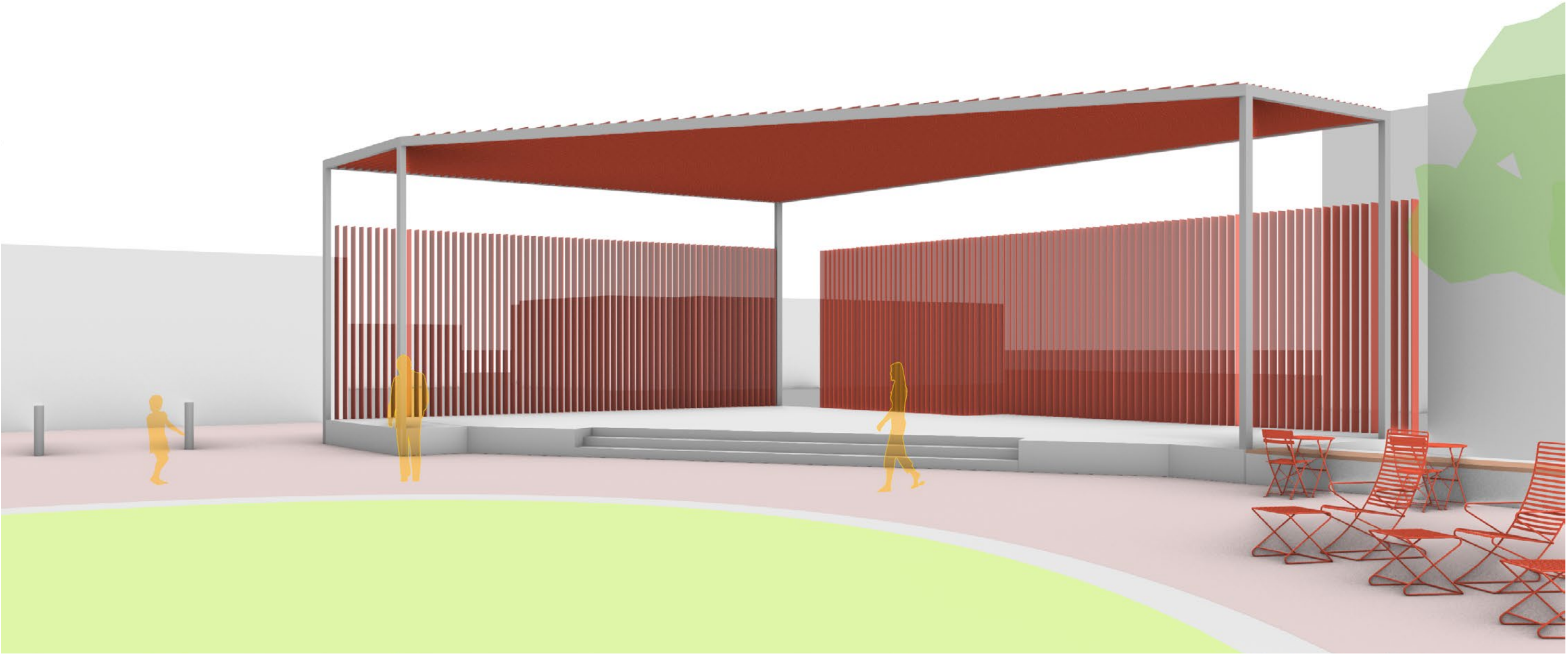
LOOKING WEST



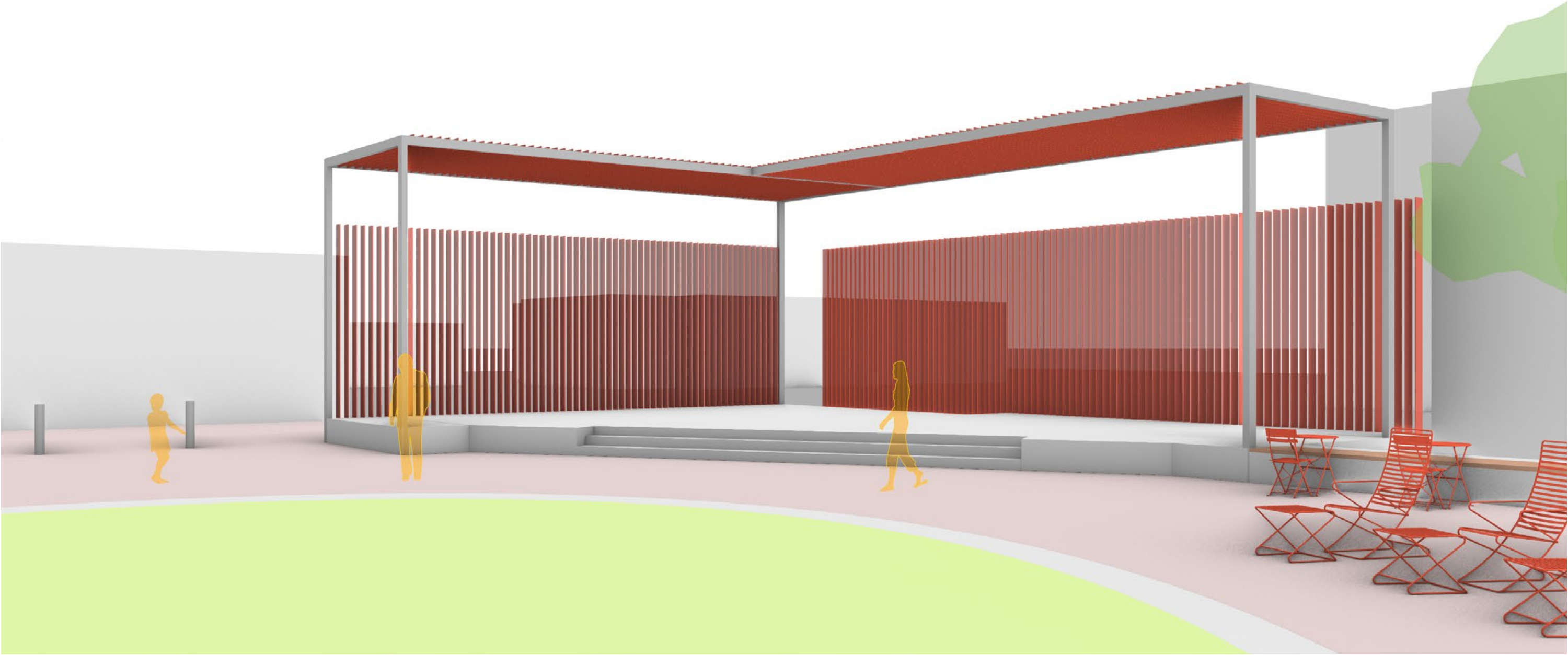
LOOKING SOUTH



STAGE CANOPY - FULL COVER



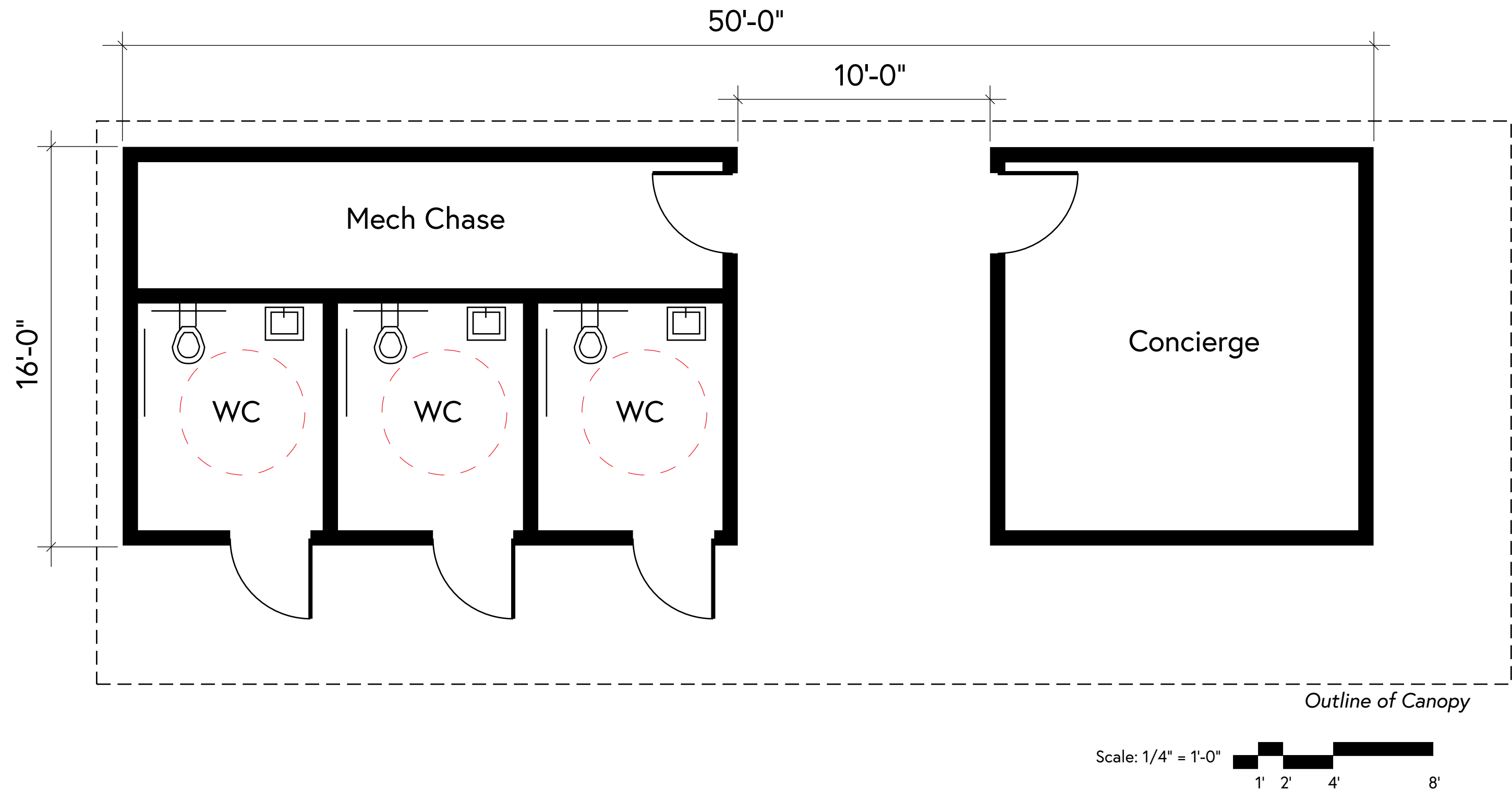
STAGE CANOPY - PARTIAL COVER



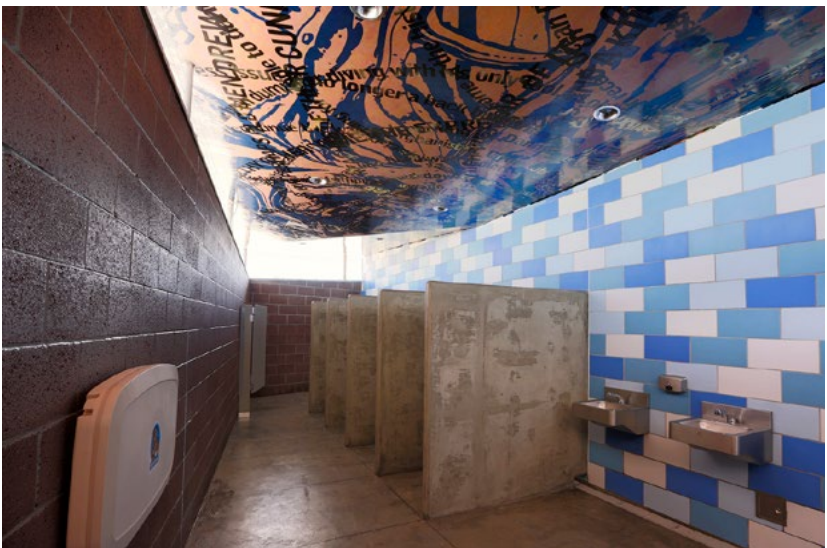
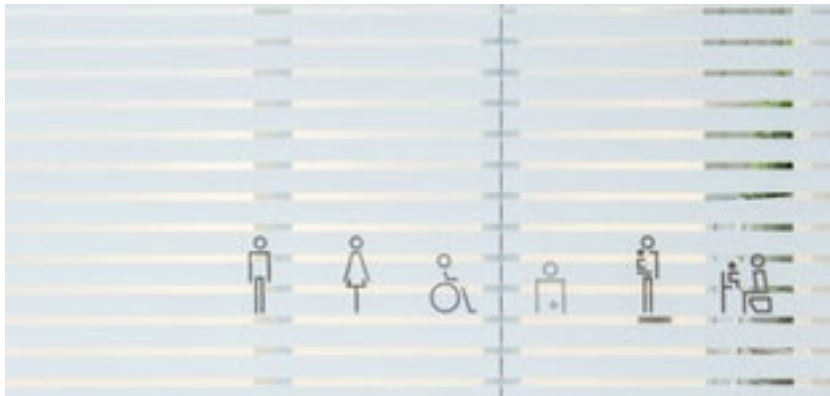
TEMPORARY SHADE CANOPY



COMFORT STATION STUDY



COMFORT STATION MATERIALS



NARRATIVE #1 - MAY 24, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

A. GENERAL

- Description** Unity Park will be the primary public gathering and event space for downtown Ellensburg, Washington. The park is intended to serve a range of performances and events throughout the year while also serving daily activities as the downtown ‘living room’. Primary program elements include a new comfort station building (with restrooms, mechanical chase, storage, and concierge space), permanent stage, interactive water feature or splash pad, informal seating, and planting. Site orientation will take into account prevailing sun and wind patterns and potential impact on comfort during events.
- Demo** Remove the following existing site elements, from the western edge of alley to the back of curb along N Pearl St. and back of curb along W 4th Ave.
 - Existing brick and concrete building with drive through awning and pillars.
 - Existing paving (concrete, asphalt, brick), concrete stairs, and concrete curbs within the property line.
 - Existing wood pavilion, metal rails, light poles within the property lines.
 - Existing parking and drive aisle signage.
 - Existing concrete barrier block and decommissioned utility poles.
 - Existing utility boxes within the property line.
 - Existing irrigation within the property line.
 - Existing vegetation and trees within the property line.
- Remove and retain**
 - Existing benches, trash cans, bike racks, and raised planters.
 - Existing plaques, flag poles, flags, bell, and pump.
 - Existing sculptures (bull and kinetic).
 - Existing boulders and basalt columns.
 - Existing Visitor Center sign.
 - Existing decorative signage/sculptures in the right-of-way curb bulbs.
 - Existing Ellensburg Parks and Rec Rules signage.
 - Existing three headed light pole at the corner of N Pearl St and W 4th Ave.
- Preserve and protect**

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

- Street trees in the right-of-way.
- Utility poles and pedestrian light poles in the right-of-way.
- Parking signage in the right-of-way.

B. LANDSCAPE

- Paving (on-site)**
 - Assume 13,000 sf of on-site paving
 - Cast in place concrete with architectural finish and scoring.
 - Unit pavers, mortar or bituminous setting bed with sand-swept joints.
 - Assume 70% cast in place concrete and 30% unit pavers
- Paving (right-of-way)**
 - Assume pavement replacement along 4th and Pearl frontages; 3,400 sf of right-of-way paving
 - Assume pavement replacement in alley; 3,800 sf
 - Unit pavers, mortar or bituminous setting bed with sand-swept joints per city standards.
- Water Feature**
 - In-ground, on-demand, interactive, recirculating splash pad/water feature.
 - Mechanical equipment includes: pump, filters, disinfectant, and controls; Below-grade water storage tank w/ hatch access
 - Assume historical drinking fountain base converted to custom splash pad activator
 - Assume Vortex or Waterplay system.
- Stage assume 20’ x 30’ x 18” tall**
 - Cast in place concrete with architectural finish. Stage shall be accessible – Assume both ramp and stair access (along front side of stage).
 - Stage shall be supplied with weatherproof electrical outlets.
- Event Poles**
 - Up to (24) steel or wood 16’ tall accent poles; Rigging so that shade sails can be attached to poles and connections to receive catenary lights.

NARRATIVE #1 - MAY 24, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

- b. Up to (6) steel or wood 16’ tall accent poles; Rigging so that canvas stage background can be attached to poles.
- 6. **Lawn:**
 - a. High performance turf lawn with sand-based soil mix; 2,800 sf
 - b. Lawn shall be irrigated.
- 7. **Seat Walls**
 - a. Stepped concrete seat walls. (3) treads 18” wide. (3) risers 12” tall; Assume 115 LF.
- 8. **Seating**
 - a. Custom wood bench/platforms fixed in place; 4’ x 16’ x 18” tall; lpe wood slats on steel frame on cast in place concrete base; Assume 6.
 - b. Moveable tables and chairs. Assume 8 round café tables and 16 movable chairs.
- 9. **Landscape**
 - a. Assume 2,000 sf planting areas (not including lawn).
 - b. All planting areas shall have an average soil depth of 18” imported soil mix at understory and 36” at trees; 3” mulch layer.
 - c. Assume 12 trees at 3” caliper installed on site. Assume 6 trees are of specimen grade.
 - d. Irrigation: Fully automatic system with smart controller and weather sensor. Controller to be located in comfort station mech chase.
- 10. **Site Lighting** Includes pedestrian pole lights and catenary string lights. The lighting design will be dual switched to turn on to 100% for emergency egress code requirement. Each lighting type will be on individual circuit to allow for maximum lighting flexibility. Weatherproof outlets provided throughout design.
 - a. Pedestrian post-top lights
 - b. Catenary lights attached to event poles
- 11. **Event Utilities**
 - a. 200a power supply, NEMA-rated enclosure, lockable; Located near stage.
 - b. Convenience power outlets, assume 6 locations evenly distributed through site.
 - c. Drinking fountain and bottle filler to be either freestanding or located on exterior wall of comfort station.

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

- d. Exterior potable water hydrant, freeze-proof, either freestanding or located on exterior wall of comfort station.
- 12. **Art:**
 - a. Bull Sculpture will be relocated/reset within park design.
- C. **CIVIL**
 - 1. **Site Clearing**
 - a. Erosion control measures shall be installed prior to clearing activities including, but not limited to silt fence, stock pile covering, CB protection, stabilized construction entrance/staging area, and sediment control/treatment. No sediment-laden water shall enter the downstream system.
 - b. Remove existing pavements, structures, and vegetation as required.
 - c. Remove any unsuitable material prior to preparing subgrade.
 - 2. **Earthwork**
 - a. Compact native soil prior to 95% MDD prior to pavement installation.
 - b. All trenches shall be temporary shored for workers’ safety as required by OSHA/WSHA.
 - c. Fill soils shall be installed and compacted in lifts.
 - 3. **Asphalt and Concrete Pavements**
 - a. Sub-grade shall consist of crushed gravel compacted to 95% MDD.
 - b. Asphalt shall be Hot Mix Asphalt, Class ½”
 - c. Concrete shall be 4,000 PSI; no reinforcement is anticipated.
 - 4. **Utilities**
 - a. Sewer pipe shall be PVC SDR 35
 - b. Storm sewer shall be PVC, CPEP or other approved materials.
 - c. Drywells, if required, shall consist of a Type 1 CB routed to a gravel infiltration trench.
 - d. Surface drainage: Assume on-site runoff will be conveyed to trench drains.
 - e. Water shall be DI Class 52.

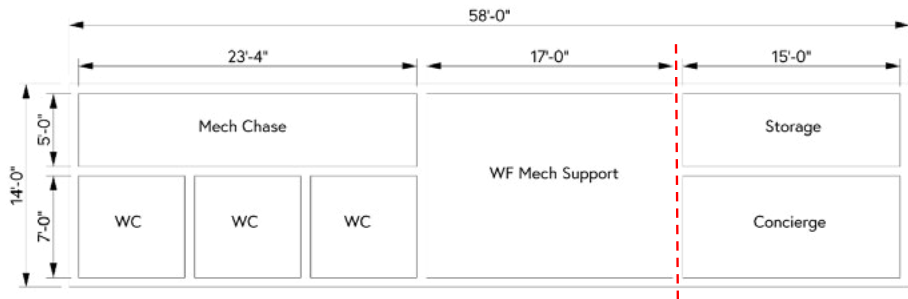
D. ARCHITECTURE

NARRATIVE #1 - MAY 24, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

1. **Description** Intent is to design building or buildings that can scale with program: baseline is comfort station with restroom stalls/mech chase, enhanced adds storage room and mechanical room for water feature, and best adds concierge space. This outline is intended to be reviewed in-support of documentation describing the future site concept or design. The comfort station itself has not yet been conceptualized or designed.
2. **Comfort Station**

a. Architectural Character



- b. Overall Description

i. Program may be contained in a single standalone building as shown above, or (2) separate buildings as indicated by the dashed red line above.

ii. Approx. 812sf of enclosed space comprised of:

(a) at least (3) family / ADA water closets (WC)

(b) dedicated plumbing chase to support WC program

(c) dedicated water feature (WF) mechanical room to support exterior park water feature(s) (See landscape plan and narrative)

(d) dedicated storage room

(e) concierge space

iii. Stem walls to project 2" above slab with cove base (all wet spaces)

iv. Assume building primary structure and demising walls are concrete masonry units (CMU) clad with a finish material. Exterior CMU walls are waterproofed with fluid applied WRB and insulated with poliso under a full-depth brick veneer wall with masonry coping. Allow for some articulation and modulation in brick shape, orientation, and placement.
- c. Typical Water Closet (WC)

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

- i. Concrete slab on grade w/color body tile, cove base to wall tile. Ceiling mounted electric radiant heat panel
- ii. Steel doors with heavy-duty hardware, hinges, and closers
- iii. Electric strike, time-controlled latches (link to solar clock or Rainbird timeclock if included in LA narrative)
- iv. Assume interior wall finish is floor-to-ceiling height color body tile
- v. Stainless steel toilet fixtures w/motion-sensor flush
- vi. Stainless steel sinks w/motion-sensor operation
- vii. Stainless steel ADA grab bars and toilet accessories (waste receptacles, mirrors, toilet paper dispenser, paper towel dispenser).
- viii. Thru-wall stainless steel fixtures: soap dispensers, hand dryer (one in each stall)
- ix. Locking hose bibb
- x. New sanitary sewer and water supply connections
- xi. Exhaust fan
- xii. Floor drain
- d. Concierge

i. Sealed concrete slab on grade

ii. Assume wall finish is painted gypsum wallboard (GWB)

iii. Ceiling will be painted GWB

iv. Metal lockers for staff storage

v. Integrated metal casework for storage and desk/counter space

vi. Assume large operable service window(s) that can be secured when not in use.
- e. Storage

i. Cast-in-place concrete slab on grade

ii. All walls: epoxy painted CMU

iii. Heavy-duty steel door with deadbolt and storage hardware

iv. Floor drain

v. Floor sink

vi. Retractable hose reel

vii. Heavy-duty wall hooks

NARRATIVE #1 - MAY 24, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

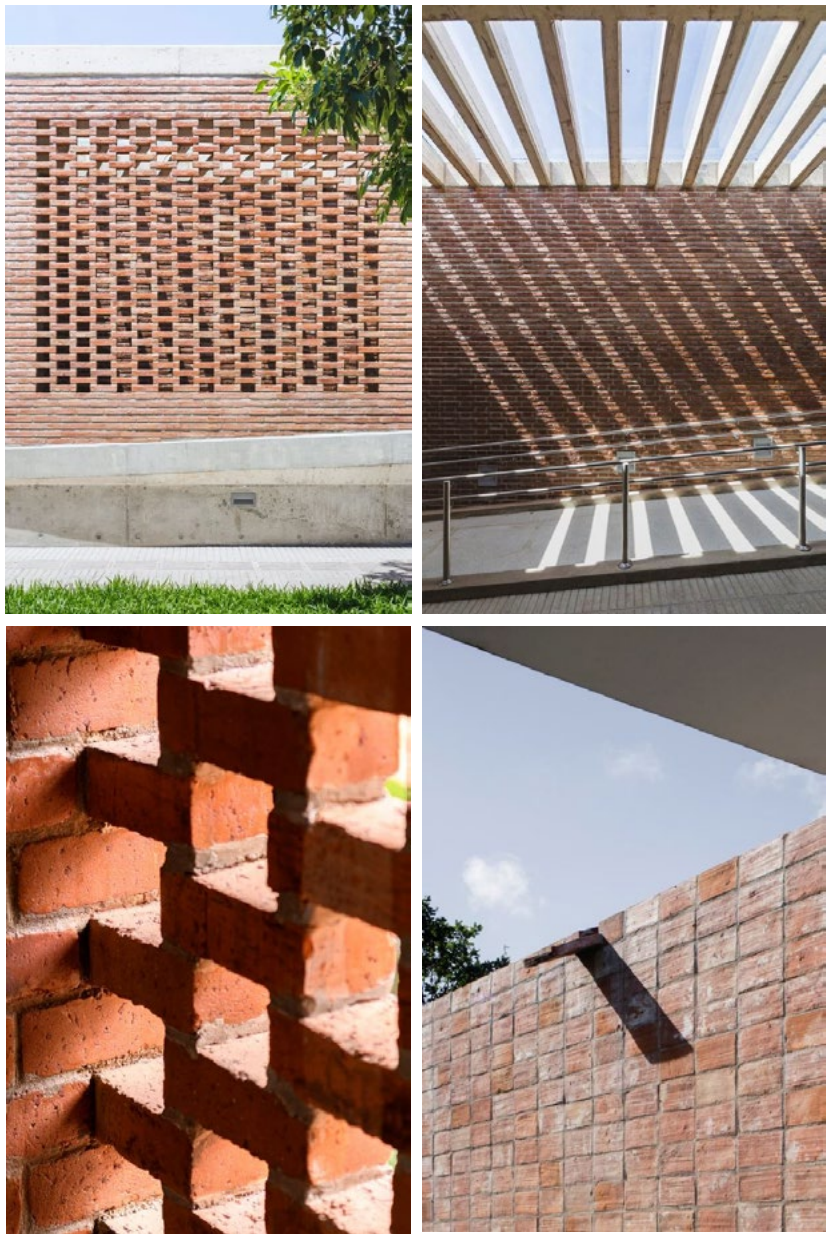
- f. Plumbing Chase
 - i. Walls: epoxy-painted CMU
 - ii. Wall/floor intersection to have 1” diameter cove
 - iii. Concrete slab on grade
 - iv. Wall/floor joint to have 1” diameter cove
 - v. Heavy-duty steel door with deadbolt and storage hardware
 - vi. Floor drains
- g. Water Feature (WF) Support
 - i. Concrete slab on grade
 - ii. Wall/floor intersection to have 1” diameter cove
 - iii. Water tank and pipe connections to exterior park water feature
 - iv. Pipe racking to be stainless steel
 - v. Walls: epoxy-painted CMU
 - vi. Heavy-duty steel door with deadbolt and storage hardware
 - vii. Chemical resistant floor drains
- h. Exterior Features
 - i. Program
 - (a) Assume at least (1) drinking fountain w/refillable water bottle station
 - (b) Integrated wayfinding and signage
 - (c) Exterior sculpture or art mural integrated with the building
 - ii. Building Roof
 - (a) Fully adhered white membrane roof (FM Approved) w/skylights
 - (b) Tapered rigid insulation
 - (c) Stainless steel scuppers
 - (d) Masonry / precast or 5/16” shaped aluminum coping
 - iii. Shade Canopy
 - (a) Covered outdoor area w/security and event lighting, misters, and integrated seating

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

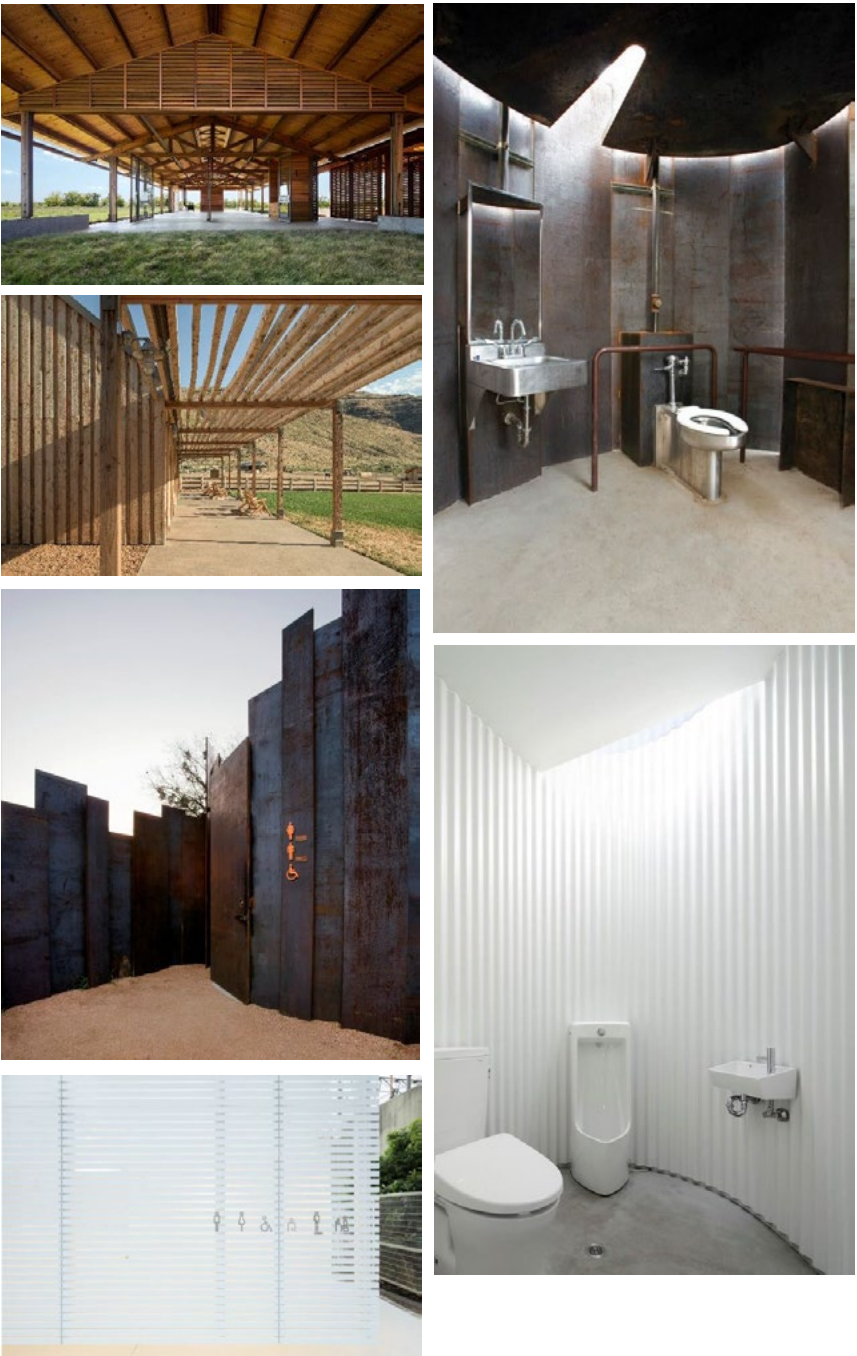
- (b) Steel shade structure with perforated metal skin (consider a high level of fabrication)
 - iv. Cladding
 - (a) Assume first-class specialty, severe weathering, premium clay brick veneer, w/custom bonding in select areas across the façade. Full-size bricks. Mortar joints are to be weather-struck joints.
3. **Building Systems**
- a. Mechanical / Plumbing / Electrical
 - i. New mechanical and plumbing equipment and piping at Mechanical chase and WF Support
 - ii. Buildings will be heated, and assemblies will meet Washington state energy code.
 - iii. Receptacles in all spaces. GFCI in all wet locations
 - iv. New connections for communications will be provided at the concierge space.
 - v. Wireless access point
 - b. Lighting
 - i. New lighting at all rooms. Vandal resistant at all restroom stalls. Water resistant in WF space and Plumbing Chase.
 - ii. New specialty exterior lighting around building and underneath the outdoor covered area
 - c. Security and Access
 - i. Assume building will have access control and security system.
4. **Character Imagery** Images provided for reference only, describing potential building features and material/character qualities.

NARRATIVE #1 - MAY 24, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN



CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN



NARRATIVE #2 - JULY 22, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

A. GENERAL

1. **Description** Unity Park will be the primary public gathering and event space for downtown Ellensburg, Washington. The park is intended to serve a range of performances and events throughout the year while also serving daily activities as the downtown ‘living room’. Primary program elements include a new comfort station building (with restrooms, mechanical chase, storage, and concierge space), permanent stage, interactive water feature or splash pad, informal seating, and planting. Site orientation will take into account prevailing sun and wind patterns and potential impact on comfort during events.
2. **Demo** Remove the following existing site elements, from the western edge of alley to the back of curb along N Pearl St. and back of curb along W 4th Ave.

a. Existing brick and concrete building with drive through awning and pillars.

b. Existing paving (concrete, asphalt, brick), concrete stairs, and concrete curbs within the property line.

c. Existing paving in ROW including asphalt in alley, and brick and concrete from back of curb to property line.

d. Existing wood pavilion, metal rails, light poles within the property lines.

e. Existing parking and drive aisle signage.

f. Existing concrete barrier block and decommissioned utility poles.

g. Existing utility boxes within the property line.

h. Existing irrigation within the property line.

i. Existing vegetation and trees within the property line.
3. **Remove and retain**

a. Existing benches, trash cans, bike racks, and raised planters.

b. Existing plaques, flag poles, flags, bell, and pump.

c. Existing sculptures (bull and kinetic).

d. Existing boulders and basalt columns.

e. Existing Visitor Center sign.

f. Existing decorative signage/sculptures in the right-of-way curb bulbs.

g. Existing Ellensburg Parks and Rec Rules signage.

h. Existing three headed light pole at the corner of N Pearl St and W 4th Ave.

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

4. Preserve and protect

- a. Street trees in the right-of-way.
- b. Utility poles and pedestrian light poles in the right-of-way.
- c. Parking signage in the right-of-way.

B. LANDSCAPE

1. Paving (on-site)

- a. Assume 13,000 sf of on-site paving
- b. Cast in place concrete with architectural finish and scoring.
- c. Unit pavers, mortar or bituminous setting bed with sand-swept joints.
- d. Assume 70% cast in place concrete and 30% unit pavers

2. Paving (right-of-way)

- a. Assume pavement replacement along 4th and Pearl frontages; 3,400 sf of right-of-way paving
- b. Assume pavement replacement in alley; 3,700 sf
- c. Unit pavers, mortar or bituminous setting bed with sand-swept joints per city standard detail SW-17.
- d. Driveway apron at alley shall be 8” thick concrete over 2” CSBC.

3. Water Feature 16’ x 48’

- a. In-ground, on-demand, interactive, recirculating splash pad/water feature.
- b. Mechanical equipment includes: pump, filters, disinfectant, and controls; Below-grade water storage tank w/ hatch access
- c. Assume historical drinking fountain base converted to custom splash pad activator
- d. Assume Vortex or Waterplay system.
- e. Assume mechanical equipment located in mechanical chase or concierge space.

4. Stage assume 20’ x 30’ x 18” tall

- a. Cast in place concrete with architectural finish. Stage shall be accessible – assume stair access (along front side of stage) and ramp access (along back side of stage).
- b. Stage shall be supplied with weatherproof electrical outlets.

NARRATIVE #2 - JULY 22, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

- c. Back of stage shall have wood slats for wind screen/back drop; Assume 64 LF 10’ tall
5. **Lawn:**

a. High performance turf lawn with sand-based soil mix; 3,100 sf

b. Lawn shall be irrigated.
6. **Seat Walls**

a. Stepped concrete seat walls. (3) treads 18” wide. (3) risers 12” tall; Assume 24 LF.

b. Concrete or wood seat wall. 4’ wide, 18” tall. Assume 48 LF
7. **Seating**

a. Custom wood bench/platforms fixed in place; 6’ x 18” x 18” tall; lpe wood slats on steel frame on cast in place concrete base; Assume 6.

b. Custom wood seat swings affixed to shade structure; 4’ x 18”; lpe wood slats on steel frame; Assume 4. Alternative Landscape Forms hanging chase.

c. Moveable tables and chairs. Assume 8 round café tables and 16 movable chairs.
8. **Shade Structures**

a. Custom trellis shade structure 16’ x 20’ x 12’ tall; steel frame with wood rafters; Assume 5.
9. **Landscape**

a. Assume 1,400 sf planting areas (not including lawn).

b. All planting areas shall have an average soil depth of 18” imported soil mix at understory and 36” at trees; 3” mulch layer.

c. Assume 14 trees at 3” caliper installed on site. Assume 6 trees are of specimen grade.

d. Irrigation: Fully automatic system with smart controller and weather sensor. Controller to be located in comfort station mech chase.
10. **Site Lighting** Includes pedestrian pole lights and catenary string lights. The lighting design will be dual switched to turn on to 100% for emergency egress code requirement. Each lighting type will be on individual circuit to allow for maximum lighting flexibility. Weatherproof outlets provided throughout design.

a. Pedestrian post-top lights - Up to (5) Landscape Forms Santa and Cole ARNE single column spiral lights 30’ tall; Rigging so that shade sails can be attached to poles and connections to receive catenary lights.

b. Up to (6) Landscape Forms Santa and Cole ARNE single column spiral lights 14’ tall.

3

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

11. **Event Utilities**

a. 200a power supply, NEMA-rated enclosure, lockable; Located near stage.

b. Convenience power outlets, assume 6 locations evenly distributed through site.

c. Drinking fountain and bottle filler to be either freestanding or located on exterior wall of comfort station.

d. Exterior potable water hydrant, freeze-proof, either freestanding or located on exterior wall of comfort station.
12. **Art:**

a. Bull Sculpture will be relocated/reset within park design.

C. CIVIL

1. **Site Clearing**

a. Erosion control measures shall be installed prior to clearing activities including, but not limited to silt fence, stock pile covering, CB protection, stabilized construction entrance/staging area, and sediment control/treatment. No sediment-laden water shall enter the downstream system.

b. Remove existing pavements, structures, and vegetation as required.

c. Remove any unsuitable material prior to preparing subgrade.
2. **Earthwork**

a. Compact native soil prior to 95% MDD prior to pavement installation.

b. All trenches shall be temporary shored for workers’ safety as required by OSHA/WSHA.

c. Fill soils shall be installed and compacted in lifts.

d. Utility bedding and backfill material shall be pea gravel.
3. **Asphalt and Concrete Pavements**

a. Sub-grade shall consist of crushed surfacing top and base courses compacted to 95% MDD.

b. Asphalt shall be Hot Mix Asphalt, Class ½”

c. Concrete shall be 4,000 PSI; no reinforcement is anticipated.
4. **Utilities**

a. Sewer pipe shall be PVC SDR 35.

4

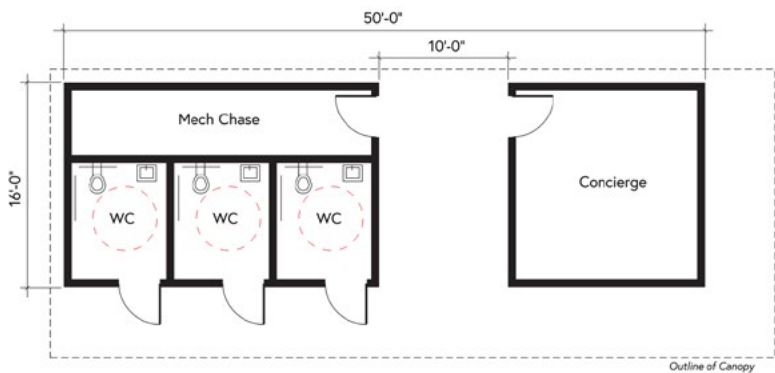
NARRATIVE #2 - JULY 22, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

- b. Footing drains for comfort station shall be perforated PVC pipe surrounded in clean gravel. Connect footing drains to public storm system separate from roof drains.
- c. Storm sewer shall be PVC, CPEP or other approved materials.
- d. Drywells, if required, shall consist of a Type 1 CB routed to a gravel infiltration trench.
- e. Surface drainage: Assume on-site runoff will be conveyed to trench drains.
- f. Water service connections shall be CTS polyethylene pipe 4710, 200 psi, SDR 9.

D. ARCHITECTURE

- 1. **Description** Intent is to design building or buildings that can scale with program: baseline is comfort station with restroom stalls/mech chase, enhanced adds storage room and mechanical room for water feature, and best adds concierge space. This outline is intended to be reviewed in-support of documentation describing the future site concept or design. The comfort station itself has not yet been conceptualized or designed.
- 2. **Comfort Station**
 - a. Architectural Character



- b. Overall Description
 - i. Program is contained in (2) separate building volumes, separated by a breezeway. A uniform canopy connects the volumes.
 - ii. Approx. 800sf of enclosed space comprised of:
 - (a) (3) family / ADA water closets (WC)
 - (b) dedicated plumbing/mech chase to support WC program

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

- (c) covered breezeway
- (d) concierge space
- iii. Stem walls to project 2" above slab with cove base (all wet spaces)
- iv. Assume building primary structure and demising walls are concrete masonry units (CMU) clad with a finish material. Exterior CMU walls are waterproofed with fluid applied WRB and insulated with poliso under a full-depth brick veneer wall with masonry coping. Allow for some articulation and modulation in cladding shape, orientation, and placement.
- c. Typical Water Closet (WC)
 - i. Concrete slab on grade w/color body tile, cove base to wall tile. Ceiling mounted electric radiant heat panel
 - ii. Steel doors with heavy-duty hardware, hinges, and closers
 - iii. Electric strike, time-controlled latches (link to solar clock or Rainbird timeclock if included in LA narrative)
 - iv. Assume interior wall finish is floor-to-ceiling height color body tile
 - v. Stainless steel toilet fixtures w/motion-sensor flush
 - vi. Stainless steel sinks w/motion-sensor operation
 - vii. Stainless steel ADA grab bars and toilet accessories (waste receptacles, mirrors, toilet paper dispenser, paper towel dispenser).
 - viii. Thru-wall stainless steel fixtures: soap dispensers, hand dryer (one in each stall)
 - ix. Locking hose bibb
 - x. New sanitary sewer and water supply connections
 - xi. Exhaust fan
 - xii. Floor drain
- d. Concierge
 - i. Sealed concrete slab on grade
 - ii. Assume wall finish is painted gypsum wallboard (GWB)
 - iii. Ceiling will be painted GWB
 - iv. Metal lockers for staff storage
 - v. Integrated metal casework for storage and desk/counter space
 - vi. Assume large operable service window(s) that can be secured when not in use.

NARRATIVE #2 - JULY 22, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

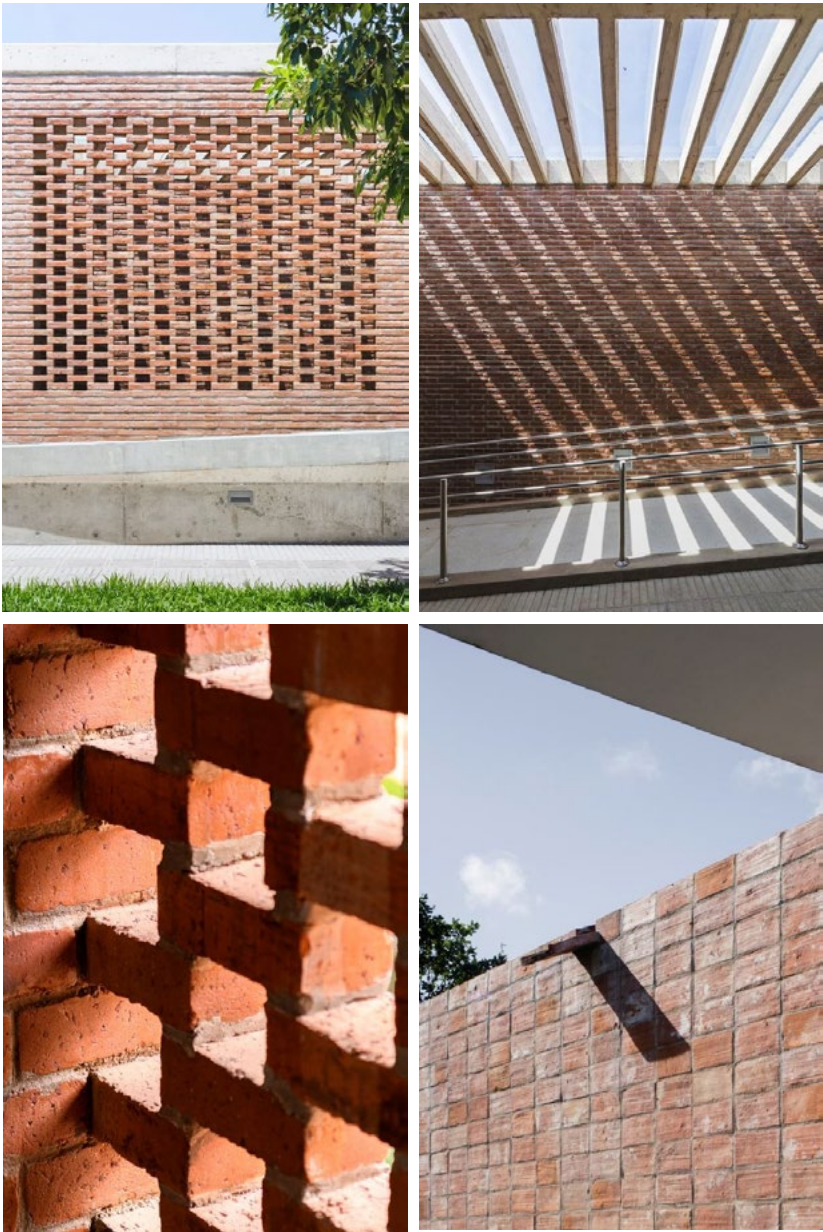
- vii. Provide water connection at concierge space for use by rotating concessionaires.
- e. Plumbing/Mech Chase
 - i. Walls: epoxy-painted CMU
 - ii. Wall/floor intersection to have 1” diameter cove
 - iii. Concrete slab on grade
 - iv. Wall/floor joint to have 1” diameter cove
 - v. Heavy-duty steel door with deadbolt and storage hardware
 - vi. Floor drains
- f. Water Feature (WF) Support
 - i. Concrete slab on grade
 - ii. Wall/floor intersection to have 1” diameter cove
 - iii. Water tank and pipe connections to exterior park water feature
 - iv. Pipe racking to be stainless steel
 - v. Walls: epoxy-painted CMU
 - vi. Heavy-duty steel door with deadbolt and storage hardware
 - vii. Chemical resistant floor drains
- g. Exterior Features
 - i. Program
 - (a) Assume at least (1) drinking fountain w/refillable water bottle station
 - (b) Integrated wayfinding and signage
 - (c) Exterior sculpture or art mural integrated with the building
 - ii. Building Roof
 - (a) Fully adhered white membrane roof (FM Approved) w/skylights
 - (b) Tapered rigid insulation
 - (c) Stainless steel scuppers
 - (d) Masonry / precast or 5/16” shaped aluminum coping
 - iii. Breezeway
 - (a) Integrated art, wayfinding, and interpretive signage
 - (b) Bench seating integrated with the building

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN

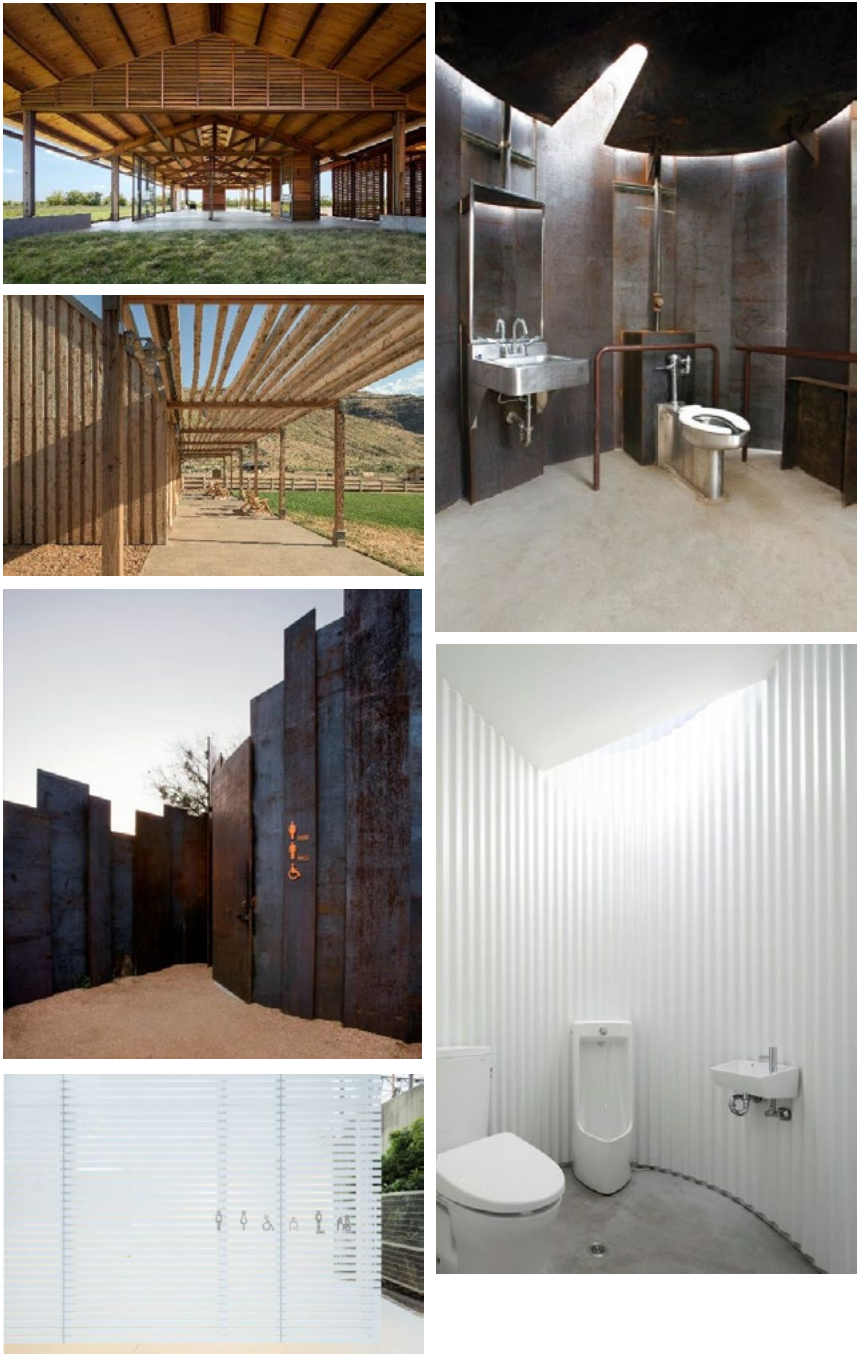
- (c) Assume heavy-duty, sliding gate panels on either side of breezeway, discreet and integrated into the building façade when not in use.
 - iv. Shade Canopy
 - (a) Covered outdoor area w/security and event lighting, misters, and integrated seating
 - (b) Steel shade structure with perforated metal skin (consider a high level of fabrication)
 - v. Cladding
 - (a) Assume first-class specialty, severe weathering, premium clay brick veneer, w/custom bonding in select areas across the façade. Full-size bricks. Mortar joints are to be weather-struck joints.
3. **Building Systems**
- a. Mechanical / Plumbing / Electrical
 - i. New mechanical and plumbing equipment and piping at Plumbing / Mech chase
 - ii. Water connection at concierge space
 - iii. Buildings will be heated, and assemblies will meet Washington state energy code.
 - iv. Receptacles in all spaces. GFCI in all wet locations
 - v. New connections for communications will be provided at the concierge space.
 - vi. Wireless access point
 - b. Lighting
 - i. New lighting at all rooms. Vandal resistant at all restroom stalls. Water resistant in Plumbing Chase.
 - ii. New specialty exterior lighting around building and underneath the outdoor covered area
 - c. Security and Access
 - i. Assume building will have access control and security system.
4. **Character Imagery** Images provided for reference only, describing potential building features and material/character qualities.

NARRATIVE #2 - JULY 22, 2022

CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN



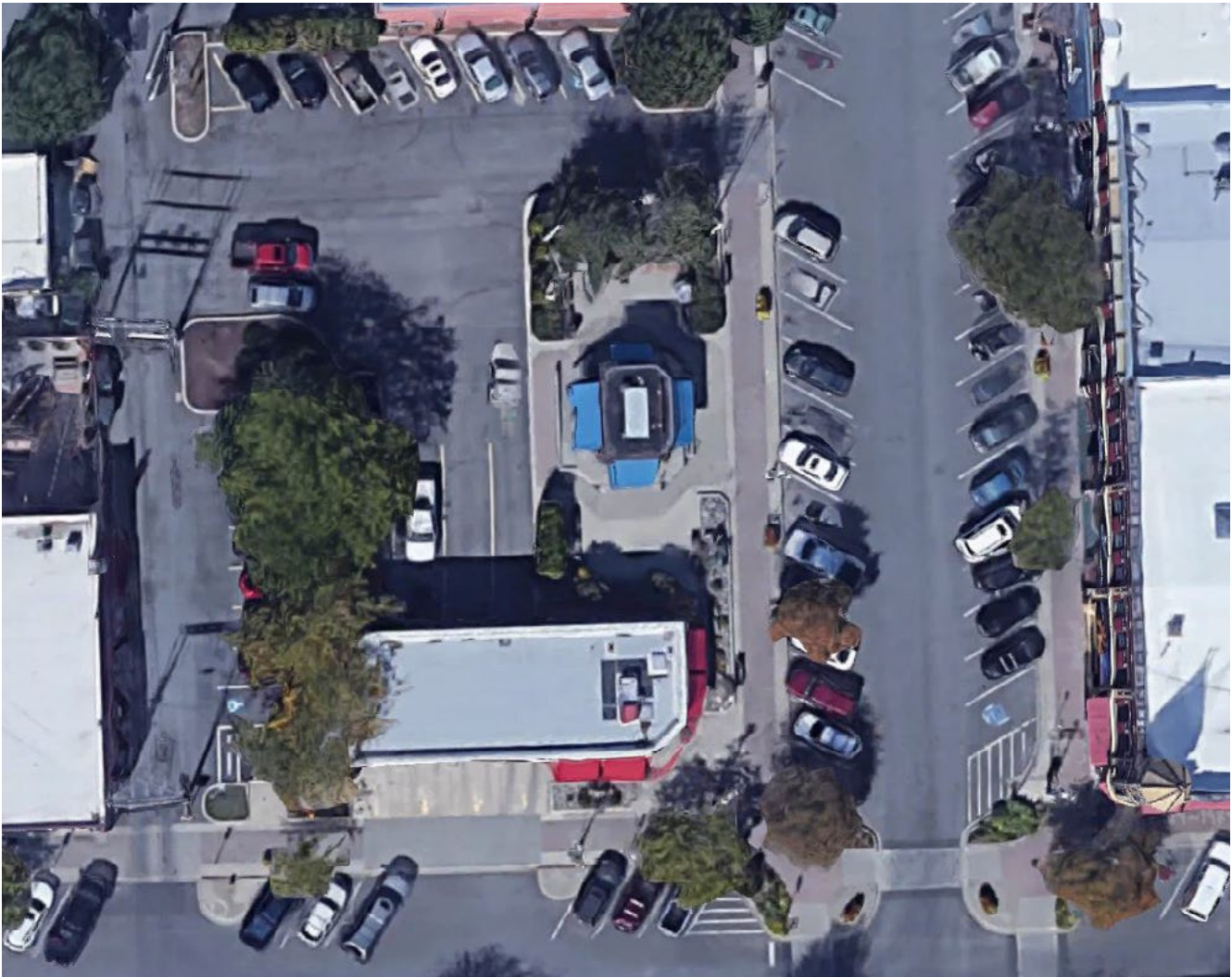
CONCEPT CONFIRMATION PHASE SCOPE OF DESIGN



COST ESTIMATE #1 - JUNE 7, 2022

City of Ellensburg
Rotary Pavilion Park

City of Ellensburg
Rotary Pavilion Park



Prepared for:

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COST ESTIMATE #1 - JUNE 7, 2022

City of Ellensburg
Rotary Pavilion Park

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Basis of Estimate	6
Concept Design	7

City of Ellensburg
Rotary Pavilion Park

Overall Summary	SF	\$/SF	TOTAL
Concept Design	27,312	100.30	2,739,513
TOTAL SITEWORK			2,739,513

City of Ellensburg
Rotary Pavilion Park

Scope of Work	
Project Scope Description	
We understand that the project comprises cost planning for the Rotary Pavilion Park located in Ellensburg, WA. The cost study scope of work includes costing the Concept documents. The project is intended to create a community space with year round function. Program elements include new building "comfort station", water feature, performance stage, ped paving, and landscape. ROW work includes repaving of alley and ROW paving areas.	
Project Design Documents	
The cost report is based on Unity Park Concept Confirmation Phase Narrative dated May 24th, 2022, and Unity Park Program Diagram.	
Procurement	
It is anticipated that the project will be delivered by the typical low-bid method. It is expected there will be 4 to 5 qualified General Contractors to maintain competitive pricing. If the project is delayed for any reason, cost modifications will be required.	

City of Ellensburg
Rotary Pavilion Park

Basis of Estimate	
Assumptions and Clarifications	
This estimate is based on the following assumptions and clarifications:	
1 Hazardous materials abatement is NOT included.	
2 The majority of work will be performed during typical daytime hours.	
3 Project location will be made unoccupied during construction.	
4 Excludes jurisdiction fees and Owner's contingency.	
5 Sales Tax is NOT shown and is assumed to be included in Owner's Project Cost Estimate.	

City of Ellensburg
Rotary Pavilion Park

Concept Design			%	\$/SF	TOTAL
			Gross Area:	27,312 SF	
G10	Site Preparation		9%	9.10	248,619
G20	Site Improvements		50%	50.51	1,379,450
G30	Site Mechanical Utilities		4%	3.68	100,500
G40	Site Electrical Utilities		5%	5.19	141,800
G	Building Sitework		68%	68.48	1,870,369
SITE ELEMENTAL COST BEFORE CONTINGENCIES			68%	68.48	1,870,369
Contingency		15.00%	10%	0.00	280,555
SITE ELEMENTAL COST INCLUDING CONTINGENCIES			79%	78.75	2,150,924
General Conditions		6.50%	5%	5.12	139,810
General Requirements		7.00%	6%	5.87	160,351
Office Overhead & Profit		5.50%	5%	4.94	134,810
Bonds and Insurance		1.50%	1%	1.42	38,788
Permit					By Owner
SITE CONSTRUCTION COST BEFORE ESCALATION			96%	96.10	2,624,684
Escalation to Start Date (Q1 2023)		4.38%	4%	4.20	114,830
RECOMMENDED BUDGET			100%	100.30	2,739,513

COST ESTIMATE #1 - JUNE 7, 2022

DCW Cost Management

Concept Cost Plan June 7, 2022 8

City of Ellensburg
Rotary Pavilion Park

Concept Design				
	Quantity	Unit	Rate	Total
Control Quantities				
Program Areas	27,312	SF		
ROW	7,200	SF		
Asphalt - alley	3,800	SF		
Concrete - sidewalk	3,400	SF		
Pedestrian paving	13,000	SF		
Concrete	9,100	SF		
Unit pavers	3,900	SF		
Site Development	2,312	SF		
Water feature	1,500	SF		
Comfort Station - Building	812	SF		
Landscape	4,800	SF		
Planting area	2,000	SF		
Lawn	2,800	SF		
G10 Site Preparation	27,312	SF	9.10	248,619
G1010 Site Clearing				
SPCC Plan	1	EA	2,500.00	2,500
Construction fence	550	LF	12.00	6,600
Street cleaning	6	MO	1,500.00	9,000
Temporary toilets	6	MO	900.00	5,400
Construction entrance	1	EA	3,500.00	3,500
Traffic control - part time	6	MO	1,200.00	7,200
Erosion control	27,312	SF	0.17	4,643
Tree protection	1	LS	4,000.00	4,000
Utility protection	1	LS	7,500.00	7,500
Construction survey, incl. layout	1	LS	15,000.00	15,000
G1020 Site Demolition and Relocations				
Demo - bank building	885	SF	15.00	13,275
Demo - canopy, drive-through	1,330	SF	12.50	16,625
Demo - concrete, incl. subgrade materials	5,695	SF	2.25	12,814
Demo - asphalt, incl. subgrade materials	11,840	SF	2.00	23,680
Demo - curb	170	LF	9.00	1,530
Demo - existing vegetation	3,855	SF	0.75	2,891
Demo - tree	11	EA	950.00	10,450
Demo - utilities	1	LS	15,000.00	15,000
Demo - misc. site features	1	LS	7,500.00	7,500

DCW Cost Management

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City of Ellensburg
Rotary Pavilion Park

Concept Design				
	Quantity	Unit	Rate	Total
Salvage - bull sculpture	1	EA	2,750.00	2,750
Salvage - site features	1	LS	6,500.00	6,500
Salvage - signage	1	LS	5,000.00	5,000
G1030 Site Earthwork				
Site cut - 1' depth	1,012	CY	18.00	18,208
Haul and dispose	809	CY	20.00	16,185
Fill - stockpile, assume 20%	202	CY	12.00	2,428
Grading and contouring	20,112	SF	0.35	7,039
Base aggregates	389	CY	55.00	21,401
G1040 Hazardous Waste Remediation				
No work anticipated				NIC
G20 Site Improvements	27,312	SF	50.51	1,379,450
G2010 Roadways				
Asphalt grind and overlay - alley	3,800	SF	2.85	10,830
Concrete - ROW	3,400	SF	10.50	35,700
G2020 Parking Lots				
No work anticipated				NIC
G2030 Pedestrian Paving				
Concrete	9,100	SF	12.50	113,750
Unit pavers	3,900	SF	18.50	72,150
G2040 Site Development				
Event Poles - shade structure				
Canopy - by owner				NIC
Pole - 16' ht., incl. footing	24	EA	1,350.00	32,400
Site walls and furnishings				
Seat wall	115	LF	250.00	28,750
Backdrop screen	140	LF	110.00	15,400
Wood bench - 4' x 16' x 18" ht., custom	6	EA	4,500.00	27,000
Café tables and chairs	8	EA	1,850.00	14,800

COST ESTIMATE #1 - JUNE 7, 2022

DCW Cost Management

Concept Cost Plan June 7, 2022 10

City of Ellensburg
Rotary Pavilion Park

Concept Design				
	Quantity	Unit	Rate	Total
Stage (20' x 30' x 18" ht.)	645	SF		
Foundations - raised	645	SF	35.00	22,575
Access stairs and railing	1	LS	5,000.00	5,000
Access ramp and railing	415	SF	25.00	10,375
Electrical				
Power distribution - see electrical				<i>incl. below</i>
Receptacles - WP	5	EA	650.00	3,250
Event storage structure	290	SF	115.00	33,350
Comfort station	812	SF		
Foundations				
Stem wall	143	LF	60.00	8,580
Continuous ftg.	25	CY	650.00	16,467
SOG	812	SF	14.25	11,571
Footing drain	143	LF	30.00	4,290
Superstructure				
Exterior walls - CMU	1,539	SF	62.50	96,188
Roof structure - 8lb/SF	3.25	TN	8,750.00	28,420
Roof deck	812	SF	8.50	6,902
Exterior enclosure - CMU				
Cladding - brick veneer	1,439	SF	48.00	69,072
Door - HM, single	6	EA	2,500.00	15,000
Door - HM, double	1	EA	4,375.00	4,375
Glazing - operable	100	SF	98.00	9,800
Wayfinding/mural - allow	1	LS	10,000.00	10,000
Roofing				
TPO roof - complete	812	SF	28.50	23,142
Canopy - shade structure	580	SF	85.00	49,300
Interior construction				
Partition - CMU	585	SF	45.00	26,325
Interior of exterior - GWB	396	SF	8.50	3,366
Interior finishes				
Floor - concrete, sealed	662	SF	2.75	1,821
Floor - tile	150	SF	16.50	2,475
Walls - painted	1,865	SF	2.20	4,104
Walls - tile	756	SF	16.50	12,474
Ceiling - GWB	110	SF	11.50	1,265
Ceiling - open to structure	702	SF	1.85	1,299
Restroom - fit out	3	EA	750.00	2,250

DCW Cost Management

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City of Ellensburg
Rotary Pavilion Park

Concept Design				
	Quantity	Unit	Rate	Total
Plumbing				
Water closet	3	EA	1,750.00	5,250
Vanity	3	EA	1,400.00	4,200
Floor sink	1	EA	1,350.00	1,350
Hose bib	3	EA	685.00	2,055
Floor drain	5	EA	800.00	4,000
Drinking fountain	1	EA	4,800.00	4,800
WS - pipe	240	LF	45.00	10,800
SS - pipe	276	LF	45.00	12,420
Insulation	240	LF	15.00	3,600
Mechanical	812	SF	28.00	22,736
Electrical	812	SF	55.00	44,660
Equipment / furnishings				
Hose reel	1	EA	1,500.00	1,500
Casework	15	LF	450.00	6,750
Locker - set	1	EA	850.00	850
Storage racking - allow	1	LS	5,000.00	5,000
Water feature	1,500	SF	250.00	375,000
Recirculating water feature				<i>incl. above</i>
Mechanical equipment - pumps and filters				<i>incl. above</i>
Storage tank				<i>incl. above</i>
Vortex waterplay system				<i>incl. above</i>
G2050 Landscaping				
Tree - 3" cal.	8	EA	550.00	4,400
Tree - specimen	4	EA	850.00	3,400
Planting area - shrubs and groundcover	2,000	SF		
Top soil - 18" depth	111	CY	45.00	5,000
Mulch - 3" depth	19	CY	40.00	741
Shrubs - 1 gal., 24" o.c.	500	EA	12.50	6,250
Lawn - high performance	2,800	SF	1.75	4,900
Top soil - amendment	104	CY	20.00	2,074
Irrigation				
Planting area - shrubs and groundcover	2,000	SF	2.00	4,000
Lawn	2,800	SF	1.75	4,900
Devices and controls	1	LS	5,000.00	5,000

COST ESTIMATE #1 - JUNE 7, 2022

DCW Cost Management

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City of Ellensburg
Rotary Pavilion Park

Concept Design				
	Quantity	Unit	Rate	Total
G30 Site Mechanical Utilities	27,312	SF	3.68	100,500
G3010 Water Supply				
Connection to existing	1	EA	3,500.00	3,500
Devices and controls	1	LS	30,000.00	30,000
G3020 Sanitary Sewer				
Connection to existing	1	EA	3,500.00	3,500
Devices and controls	1	LS	15,000.00	15,000
G3030 Storm Sewer				
Connection to existing	1	EA	3,500.00	3,500
Devices and controls	1	LS	45,000.00	45,000
G40 Site Electrical Utilities	27,312	SF	5.19	141,800
G4010 Electrical Distribution				
Power distribution - allow	1	LS	50,000.00	50,000
Convenience power - receptacles	6	EA	650.00	3,900
G4020 Site Lighting				
Pole light - fixture	24	EA	2,100.00	50,400
Catenary lighting	250	LF	90.00	22,500
G4090 Other Site Electrical Utilities				
Event power, allow	1	LS	15,000.00	15,000

COST ESTIMATE #2 - AUGUST 8, 2022

City of Ellensburg
Rotary Pavilion Park

City of Ellensburg
Rotary Pavilion Park



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COST ESTIMATE #2 - AUGUST 8, 2022

City of Ellensburg
Rotary Pavilion Park

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City of Ellensburg
Rotary Pavilion Park

Overall Summary			
	SF	\$/SF	TOTAL
New Construction	26,168	113.24	2,963,287
TOTAL RECOMMENDED BUDGET			2,963,287

City of Ellensburg
Rotary Pavilion Park

Scope of Work	
Project Scope Description	
The project comprises cost planning for the Rotary Pavilion Park located in Ellensburg, WA.	
The intended design package consists of new construction of a park within Ellensburg's downtown historic district boundary. The project is anticipated to incorporate a stage, play area, water feature, and shade canopy.	
Project Design Documents	
The cost report is based on the following documents: - Unity Park Comfort Station, received on 7.22.2022 - Unity Park Program Diagram, received on 7.22.2022 - Unity Park Landscape Improvements Narrative, dated 7.22.2022 - Model views 1-6	
Procurement	
It is anticipated that the project will be delivered by the typical low-bid method. It is expected there will be 4 to 5 qualified General Contractors to maintain competitive pricing. If the project is delayed for any reason, cost modifications will be required.	

City of Ellensburg
Rotary Pavilion Park

Basis of Estimate	
Assumptions and Clarifications	
This estimate is based on the following assumptions and clarifications: 1 Hazardous materials abatement is NOT included. 2 The majority of work will be performed during typical daytime hours. 3 Project location will be made unoccupied during construction. 4 Excludes jurisdiction fees and Owner's contingency. 5 Sales Tax is NOT shown and is assumed to be included in Owner's Project Cost Estimate.	

City of Ellensburg
Rotary Pavilion Park

New Construction Summary					
		%	\$/SF	TOTAL	
		Gross Area:	26,168 SF		
G10	Site Preparation	10%	11.01	288,050	
G20	Site Improvements	52%	59.11	1,546,856	
G30	Site Mechanical Utilities	3%	3.84	100,500	
G40	Site Electrical Utilities	4%	4.77	124,750	
G	Building Sitework	70%	78.73	2,060,156	
SITE ELEMENTAL COST BEFORE CONTINGENCIES		70%	78.73	2,060,156	
	Contingency	15.00%	10%	0.00	309,023
SITE ELEMENTAL COST INCLUDING CONTINGENCIES		80%	90.54	2,369,179	
	General Conditions	6.50%	5%	5.88	153,997
	General Requirements	7.00%	6%	6.75	176,622
	Office Overhead & Profit	5.50%	5%	5.67	148,489
	Bonds and Insurance	1.50%	1%	1.63	42,724
	Permit				by Owner
SITE CONSTRUCTION COST BEFORE ESCALATION		98%	110.48	2,891,011	
	Escalation to Start Date (Q1 2023)	2.50%	2%	2.76	72,275
RECOMMENDED BUDGET		100%	113.24	2,963,287	

COST ESTIMATE #2 - AUGUST 8, 2022

City of Ellensburg
Rotary Pavilion Park

New Construction	Quantity	Unit	Rate	Total
Control Quantities				
Program Areas	26,168	SF		
ROW	7,100	SF		
Asphalt - alley	3,700	SF		
Unit pavers	3,400	SF		
Pedestrian paving	13,000	SF		
Concrete	9,100	SF		
Unit pavers	3,900	SF		
Site Development	1,568	SF		
Water feature	768	SF		
Comfort Station - Building	800	SF		
Landscape	4,500	SF		
Planting area	1,400	SF		
Lawn	3,100	SF		
G10 Site Preparation	26,168	SF	11.01	288,050
G1010 Site Clearing				
SPCC Plan	1	EA	2,500.00	2,500
Construction fence	650	LF	13.00	8,450
Street cleaning	6	MO	1,500.00	9,000
Temporary toilets	6	MO	900.00	5,400
Construction entrance	1	EA	5,500.00	5,500
Traffic control - part time	6	MO	1,200.00	7,200
Erosion control	26,168	SF	0.17	4,449
Tree protection	1	LS	4,000.00	4,000
Utility protection, incl. light poles	1	LS	9,500.00	9,500
Construction survey, incl. layout	1	LS	15,000.00	15,000
G1020 Site Demolition and Relocations				
Demo - bank building	885	SF	18.50	16,373
Demo - canopy, drive-through	1,330	SF	12.50	16,625
Demo - brick, incl. subgrade materials	7,300	SF	4.50	32,850
Demo - concrete, incl. subgrade materials	9,100	SF	2.25	20,475
Demo - asphalt, incl. subgrade materials	3,700	SF	2.00	7,400
Demo - sawcut	712	LF	7.50	5,340
Demo - curb	170	LF	9.00	1,530
Demo - concrete stairs	45	SF	20.00	900
Demo - existing vegetation	3,855	SF	0.75	2,891
Demo - irrigation	3,855	SF	0.15	578
Demo - tree	11	EA	550.00	6,050
Demo - light poles, allow	3	EA	850.00	2,550
Demo - utilities	1	LS	15,000.00	15,000
Demo - signage	1	LS	3,000.00	3,000

City of Ellensburg
Rotary Pavilion Park

New Construction	Quantity	Unit	Rate	Total
Demo - misc. site features, incl. wood pavilion	1	LS	6,200.00	6,200
Salvage - sculptures and bell tower	1	EA	3,800.00	3,800
Salvage - basalt columns and boulders	1	LS	2,000.00	2,000
Salvage - site features, incl. benches, bike racks, trash cans, planters, etc.	1	LS	7,200.00	7,200
Salvage - light pole	1	EA	1,050.00	1,050
Salvage - signage	1	EA	2,000.00	2,000
G1030 Site Earthwork				
Site cut - 1' depth	969	CY	18.00	17,445
Haul and dispose	775	CY	20.00	15,507
Fill - stockpile, assume 20%	194	CY	12.00	2,326
Grading and contouring	19,068	SF	0.35	6,674
Base aggregates	387	CY	55.00	21,287
G1040 Hazardous Waste Remediation				
No work anticipated				NIC
G20 Site Improvements	26,168	SF	59.11	1,546,856
G2010 Roadways				
Asphalt grind and overlay - alley, 8" thk.	3,700	SF	2.85	10,545
Unit pavers, match existing - ROW	3,400	SF	28.50	96,900
G2020 Parking Lots				
No work anticipated				NIC
G2030 Pedestrian Paving				
Concrete	9,100	SF	12.50	113,750
Unit pavers, mortar	3,900	SF	28.50	111,150
Concrete band at lawn	225	LF	33.50	7,538
G2040 Site Development				
Shade structure, wood and steel - 16' x 20' x 12'	5	EA	48,000.00	240,000
Footings				incl. above
Site furnishings				
Backdrop screen	64	LF	110.00	7,040
Wood bench - 6' x 18" x 18" ht., custom	6	EA	4,500.00	27,000
Wood seat swing - 4' x 18", custom	4	EA	4,800.00	19,200
Café tables and chairs	8	EA	1,850.00	14,800
Stage and seat wall (20' x 30' x 18" ht.)	1,550	SF		
Elevated concrete stage	1,550	SF	60.00	93,000
Seat stairs, concrete	24	LF	290.00	6,960

COST ESTIMATE #2 - AUGUST 8, 2022

DCW Cost Management

Preferred Concept Design Cost Plan August 8, 2022 10

City of Ellensburg
Rotary Pavilion Park

New Construction	Quantity	Unit	Rate	Total
Seat wall, concrete	48	LF	250.00	12,000
Access ramp and railing	415	SF	40.00	16,600
Event storage structure	290	SF	115.00	33,350
Comfort station	800	SF		
Foundations				
Stem wall	143	LF	60.00	8,580
Continuous ftg.	25	CY	650.00	16,467
SOG	800	SF	14.25	11,400
Footing drain	143	LF	30.00	4,290
Superstructure				
Exterior walls - CMU	1,539	SF	62.50	96,188
Roof structure - 8lb/SF	3.20	TN	8,750.00	28,000
Roof deck	800	SF	8.50	6,800
Exterior enclosure - CMU				
Cladding - brick veneer	1,439	SF	48.00	69,072
Door - HM, single	5	EA	2,500.00	12,500
Door - HM, double	1	EA	4,375.00	4,375
Sliding gate - breezeway	2	EA	5,200.00	10,400
Glazing - operable	100	SF	98.00	9,800
Wayfinding	1	LS	1,500.00	1,500
Integrated art/mural, allow	1	LS	10,000.00	10,000
Roofing				
TPO roof - complete	800	SF	28.50	22,800
Canopy - shade structure				by Owner
Interior construction				
Partition - CMU	495	SF	45.00	22,275
Interior of exterior - GWB	396	SF	8.50	3,366
Interior finishes				
Floor - concrete, sealed	570	SF	2.75	1,568
Floor - tile	230	SF	16.50	3,795
Walls - painted	1,699	SF	2.20	3,737
Walls - tile	756	SF	16.50	12,474
Ceiling - GWB	225	SF	11.50	2,588
Ceiling - open to structure	575	SF	1.85	1,064
Restroom - fit out	3	EA	750.00	2,250
Plumbing				
Water closet	3	EA	1,750.00	5,250
Vanity	3	EA	1,400.00	4,200
Floor sink	1	EA	1,350.00	1,350
Hose bib	3	EA	685.00	2,055
Floor drain	5	EA	800.00	4,000
Drinking fountain	1	EA	4,800.00	4,800
Water hydrant	1	EA	2,650.00	2,650

DCW Cost Management

Preferred Concept Design Cost Plan August 8, 2022 11

City of Ellensburg
Rotary Pavilion Park

New Construction	Quantity	Unit	Rate	Total
WS - pipe	240	LF	45.00	10,800
SS - pipe	276	LF	45.00	12,420
Insulation	240	LF	15.00	3,600
Mechanical	800	SF	28.00	22,400
Electrical	800	SF	55.00	44,000
Equipment / furnishings				
Hose reel	1	EA	1,500.00	1,500
Bench, typical	2	EA	3,500.00	7,000
Casework	15	LF	450.00	6,750
Locker - set	1	EA	850.00	850
Storage racking - allow	1	LS	5,000.00	5,000
Water feature	768	SF	250.00	192,000
Recirculating water feature - 16' x 48'				incl. above
Mechanical equipment - pumps and filters				incl. above
Storage tank				incl. above
Vortex waterplay system				incl. above
G2050 Landscaping				
Trees	14	EA		
Tree - 3" cal.	8	EA	550.00	4,400
Tree - specimen	6	EA	850.00	5,100
Top soil	50	CY	45.00	2,272
Planting area - shrubs and groundcover	1,400	SF		
Top soil - 18" depth	78	CY	45.00	3,500
Mulch - 3" depth	13	CY	40.00	519
Shrubs - 1 gal., 24" o.c.	350	EA	12.50	4,375
Lawn - high performance	3,100	SF	1.75	5,425
Top soil - amendment	115	CY	20.00	2,296
Irrigation				
Planting area - shrubs and groundcover	1,400	SF	2.00	2,800
Lawn	3,100	SF	1.75	5,425
Devices and controls	1	LS	5,000.00	5,000
G30 Site Mechanical Utilities	26,168	SF	3.84	100,500
G3010 Water Supply				
Connection to existing	1	EA	3,500.00	3,500
Devices and controls	1	LS	30,000.00	30,000
G3020 Sanitary Sewer				
Connection to existing	1	EA	3,500.00	3,500
Devices and controls	1	LS	15,000.00	15,000

COST ESTIMATE #2 - AUGUST 8, 2022

DCW Cost Management

Preferred Concept Design Cost Plan August 8, 2022 12

City of Ellensburg
Rotary Pavilion Park

New Construction				
	Quantity	Unit	Rate	Total
G3030 Storm Sewer				
Connection to existing	1	EA	3,500.00	3,500
Devices and controls	1	LS	45,000.00	45,000
G40 Site Electrical Utilities	26,168	SF	4.77	124,750
G4010 Electrical Distribution				
Power distribution - allow	1	LS	50,000.00	50,000
Convenience power - receptacles, WP	11	EA	650.00	7,150
G4020 Site Lighting				
Spiral lights - 30' ht.	5	EA	3,500.00	17,500
Pole light - fixture	6	EA	2,100.00	12,600
Catenary lighting	250	LF	90.00	22,500
G4090 Other Site Electrical Utilities				
Event power, allow	1	LS	15,000.00	15,000

COMMISSION MEETING NOTES - JUNE 8, 2022

MEETING NOTES

Date:	6/8/22	Time:	7:00-7:45pm	Project:	Unity Park P3500.02
Attendees:	City of Ellensburg Brad Case Heidi Behrends Cerniwey Parks and Recreation Commissioners KT Kelleher Nick Zentner Jackie Adams Fiona Corner Ali Brown Laci Harrison Council Member and liaison Monica Miller Walker Macy Brian Bishop, Associate Principal Jen Montessor, Project Manager Signal Architecture Mark Johnson Nikki Watanabe				
Topic:	Parks and Recreation Commission Meeting				

Notes

- Brad provided introductory information:
 - The role of the Commission is to provide feedback and input before the project is presented to the City Council
 - The Design and Landmarks Commission will review the project to ensure that the design fits within downtown and blends in
 - The City received \$6 million in covid funding and allocated \$1.8 million for park renovation. Park impact fees could pay for the remaining park renovation costs.
 - City Council will be discussing the park’s maintenance budget.
 - This is a different type of park than other Ellensburg parks and will have different maintenance needs than other parks.
- Brian presented the project background and new design ideas to the Commissioners.

Commissioner feedback:

- Fiona Corner

Unity Park
6/8/2022
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- Asked about the comfort station location.
 - She will enter the park at the concierge.
 - Prefers the stage on scheme B.
 - Likes the orderliness of scheme A.
 - Likes the permanent shade structure. Can solar panels go on it?
- Jackie Adams
 - Likes that the splash pad in scheme B is further from the road than in scheme A.
 - Likes scheme B for more fixed and rotating art.
- KT Kelleher
 - Thinks the park is too busy for a splash pad.
 - Thinks of the park as a tranquil space to eat or read a book.
 - Wants a space open to kids but not play focused. Put play in another park.
 - Asked about the cleanliness of a water features vs a splash pad.
- Brian discussed the mechanics of a splash pad with on demand water and a recirculating system. He also described the basic Health Department requirements for sanitary conditions of a splash pad vs water feature.
- Nick Zentner
 - Asked if the community wants lawn or if the design team wants lawn. The answer is both, the community has responded positively to it and the design team thinks lawn is a soft element to balance out the hardscape.
 - Jazz in the Valley members will know exactly where to put a wind screen.
 - Mentioned the Spirit of the West event
- Laci Harrison
 - Likes scheme B and its deviation from the grid.
- Brad referred to The Roslyn Yard and how active the space is. He also mentioned that movies held at City Hall could move to Unity Park. He also explained that the Arts Commission and DEI Commission will be providing input on the park design.

What is ‘of Ellensburg’ discussion:

- Fiona Corner
 - The geology, valley, mountains, basalt, gorge, sustainable materials, reuse, recycling of materials
 - The heart of Washington
 - The community likes to gather
 - Important to have a space to be together
 - Space should be easy to access and the edges bleed

Unity Park
6/8/2022
Page 3 of 3

- Wants people to gravitate to the space
- KT Helleher
 - Rodeo
 - Blues
 - Central location in the state
 - Central Washington University

COMMISSION MEETING NOTES - AUGUST 10, 2022

WALKERMACY LANDSCAPE ARCHITECTURE URBAN DESIGN PLANNING			
MEETING NOTES			
Date: 8/10/22Time: 5:30-6:30pmProject: Unity Park P3500.02 Attendees: City of Ellensburg Brad Case Parks and Recreation Commissioners In person: Nick Zentner Jackie Adams Virtually: Nikki Pollack Ali Brown Laci Harrison Council Member and liaison Monica Miller Community Member Pat Kelleher Reed Waite Walker Macy Brian Bishop, Associate Principal Jen Montessor, Project Manager Topic: Parks and Recreation Commission Meeting			

Notes

- Brad provided a brief overview of where we are in the process.
- Brian presented a summary of work done to date and the preferred concept design.

Commissioner feedback:

Laci Harrison

- Asked if integrated stage lighting had been considered.
 - Brian walked through the different lighting ideas (pole lights with multiple heads both in the lawn area and on stage, catenary lights, locations for event organizers to add additional lighting).
- Suggested that business owners across the alley may want to improve and create a welcoming view of their businesses from the park. The Commission could have those discussions with the owners to improve the aesthetic.

Nikki Pollack

- Likes new water feature ideas (topography, rocks, Columbia Basin)
- Consider local water systems, the streams within the county and town
- Likes the open view into the park from Pearl Street
- The park looks like a very comfortable space

Unity Park

8/10/2022

Page 2 of 4

- Asked about the swings in regards to safety.
 - Brian responded that the swings are only located along the alley. They will have limited swing rang, the benches will be highly durable, and the entire structure very sound.
- Suggested a permeable wall along the alley to hide the view but still provide movement through and into the park. Perhaps offset panels.

Nick Zetner

- Likes the design, openness of the SE corner, location of the comfort station, boulders integrated with the water, permanent art, grass and position of the stage
- Stated that it's tricky to design a park for both events and everyday needs.
- Thinks the alley is ugly and would like wall along the alley to hide it.
- Suggested granite boulders, a motif of the Mt Stuart skyline. Basalt is overused.
- Does not like the permanent shade structures because they remove some of the openness. Prefers the shade sail and would like to see all shade structures be sails.
- The park should cater to three seasons and not plan for winter.
Asked if we're planning for all events even those with alcohol, and if so then maybe this isn't the right design.

Ali Brown

- Really happy with the direction the water feature is going and likes the idea of local topography and boulders integrated into the water feature. Prefers this over the splash pad. Likes the idea of misters under shade structures.
- Very happy with design and appreciates how the design team applied Commissioner's comments from the last meeting. Likes the blending of the two design options.
- Understands concerns about alley but doesn't want to close it off for loading to stage and comfort station.

Jackie Adams

- Also worries about view of the alley.
- A slatted wall behind the stage will allow sound from the alley to come through disrupting performances.
- Slats good for sun but what happens when it snows, seating won't be usable if snow on them.
- Likes openness of design.

Community Member Comments:

Pat Kelleher

- Parking was not mentioned, will be eliminating 10% of 300 stalls, it's not a good idea to remove parking from alley.
- Asked how access will be controlled for alcohol sales.
- Asked if individuals will be able to rent the park.
- A delivery truck in the alley won't be able to get past comfort station, the space is too narrow.
- Business across alley can't legally spill out into the park due to alcohol control.
- Suggested making a big investment in the stage to include lighting, sound, and cover.
- Prefers the stage be located in the center.
- The cost estimate hasn't been shared with the public.
- Supports keeping the bank building. It was built to historic standards of downtown.
- The park design doesn't express 'Of Ellensburg.'
- Need turnkey space for events to unburden event hosts.

COMMISSION MEETING NOTES - AUGUST 10, 2022

Unity Park
8/10/2022
Page 3 of 4

Reed Waite

- Likes the openness of the plaza.
- Suggested brick or distressed brick for the comfort station.
- Reed parks behind Early Bird and Enchantment Brewery across the alley.
- How people use the alley is problematic. Trucks block the alley and people drive north against the one way. How will trash, loading, and deliveries take place?
- Create a delivery zone where the shade structure is along the alley.
- Traffic will come in from the north and west so consider how their headlights may backlight the stage.
 - Brian responded that the design team will continue to look at alley circulation.

Additional comments from Reed via email after the meeting:

Thanks for Unity Park design recap at Commission meeting this evening. As a steps away IMBY (In My Back Yard!) I'm very excited about progress and design. Some questions/thoughts:

1. Comfort station wall, at least on South side facing 4th, I'm hoping will be brick finish mirroring finish of adjacent buildings. That would be a distressed, or painted, brick that fits in with historic downtown, its neighboring 4th Ave structures: Fitterer's, Tav and Frontier buildings. A bright new red brick would certainly be out of place!
- 2a. Awning over Stage and Lawn areas. It appears to be sloped, down from W to E. Was this determined by angle of sun? Seems to me the time shading would be most beneficial would be late afternoon/evening in summertime heat and thus sloped downward to NW and/or W. Sloping down towards stage area also invites people into the Park and focuses attention across/through to stage. And possibly add some acoustic benefit?
- 2b. How will adjustment/installation/removal of temporary awning be done? What size crew is needed? How will lines be made secure from vandalism?
- 3a. Anticipated height of stage back wall - and material to keep vehicle lights from coming through? Is stage level or slightly titled down towards center of park?
- 3b. Utility/Electric/Sound system controls for stage? Behind W back wall?
- 3c. West ramp (ADA access) up to stage - can't tell if ramp is open to view from stage with safety railing (or is it to be behind a wall (backstage).
- 4a. Is the entire park at grade, with exception of water play feature? ill lawn be slightly raised or lowered and if so, what's transition?
- 4b. Permeable surface for non-lawn areas? I'm sure plantings would love this.
5. Don't see location of beloved bovine art on preferred concept. I'd love to see it located near SE corner slightly in from sidewalk with bull sitting looking in and enjoying park activity. Would move the photographers deeper into the park.
6. Shade structures - banner attachment? Temporary precipitation tarps for events, how to attach? These have the feel of outdoor market booth and I can see them being used by small groups presenting/displaying at community events.
7. Alley - wow, a lot of thought needed here - are Public Works/Police (parking enforcement) in on the conversation?
8. Will there be any greenery/vegetation other than the surrounding trees and lawn?

Thanks for all your work on my backyard park.

Unity Park
8/10/2022
Page 4 of 4

Brad Case

- Discussed the serving of alcohol during events and the need to control access for alcohol sales.
- The park and the Adult Activity Center are the only places where alcohol is served on City property.
- Need to decide if City should provide support and infrastructure for events or have event organizers do it.
- May need to design in barriers for events but different events may have different needs for barriers.
- Event organizers need to talk to the City to get permits for events and alcohol sales. The framework to manage events has already been established by the City and is working well.
- Commented on parking concerns and plans the City has for future parking.
- Explained that the design will go before the Landmarks and Design Commission for review so that it fits into the historic downtown.

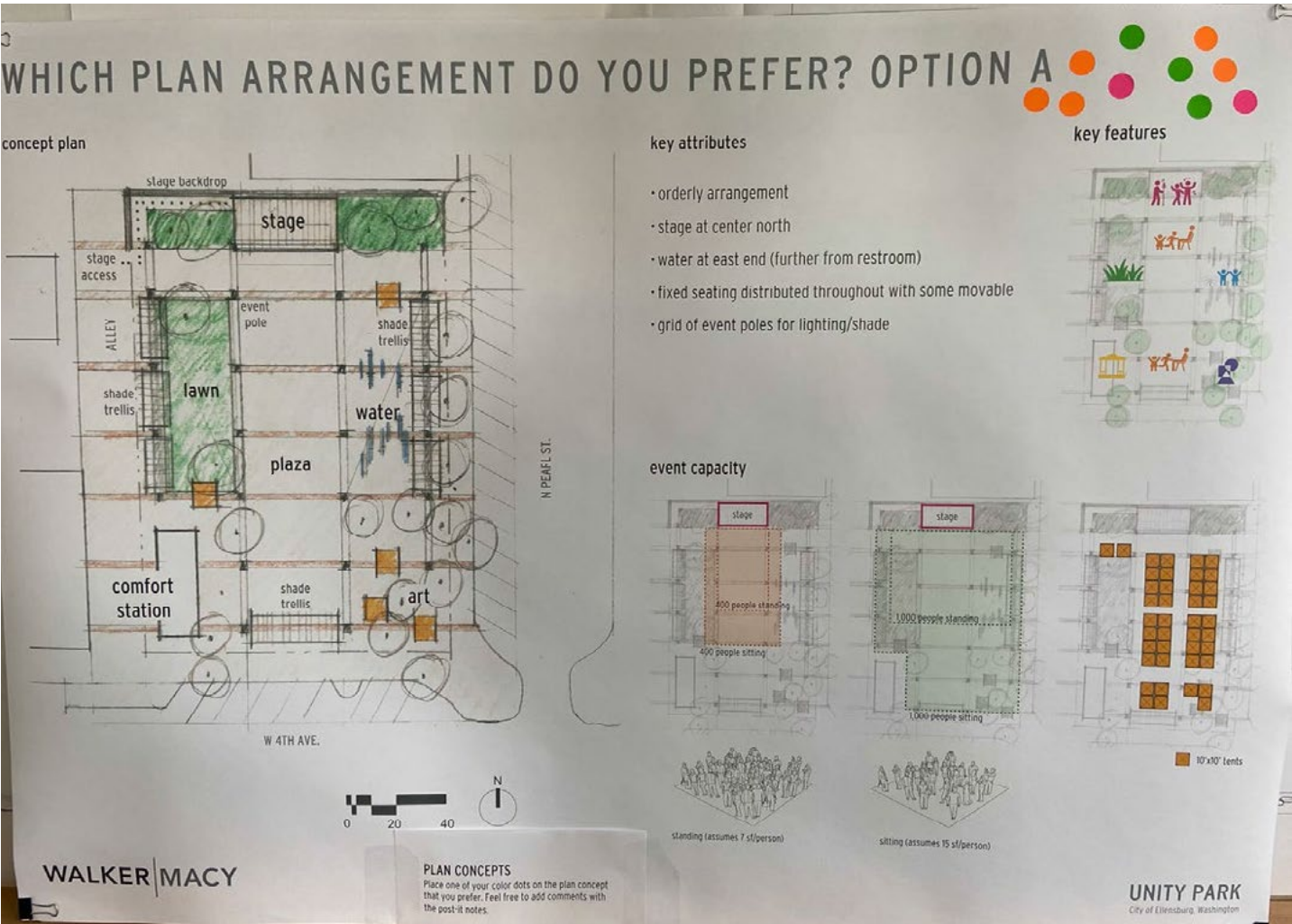
Brian Bishop

- It's challenging to design in barriers because of different event needs.
- Design team's goal is to design the park to be flexible rather than designing in every possible need.

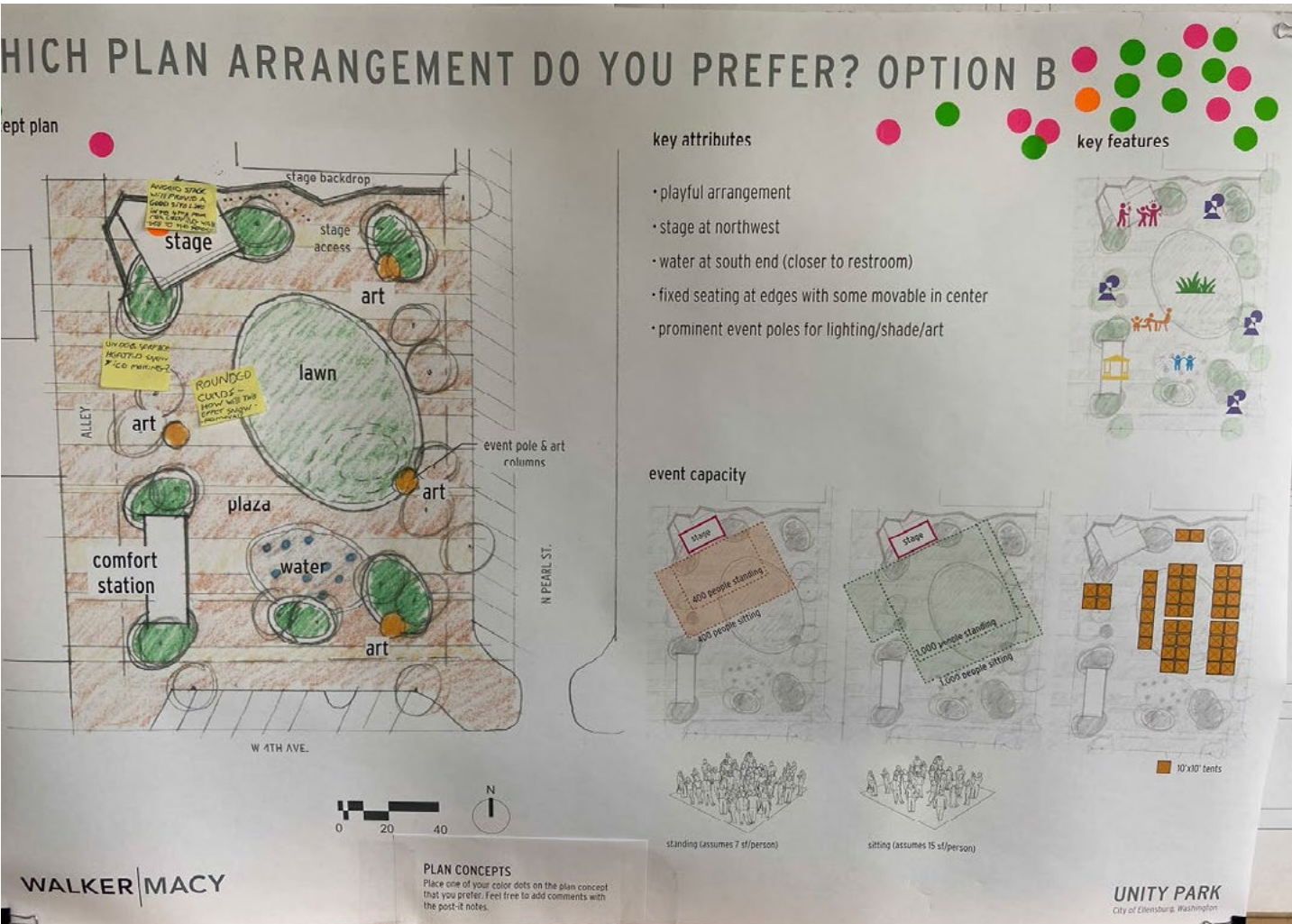
OPEN HOUSE RESULTS

What we asked: **Which plan arrangement do you prefer?**
Place one colored dot on the plan concept you prefer.

Option A - 10 dots



Option B - 23 dots



Option B Comments:

- pro: encourage movement thru, offers paths and internal destination, potential for clearer visual clues
- angled stage will provide a good site line into 4th and Pearl for drawing walkers to the state
- under surface heated snow/ice melting
- rounded curbs - how will this impact snow removal?

OPEN HOUSE RESULTS

What we asked: **Which features are most important to you?**
Place your remaining dots on the key features of highest priority to you.

WHICH FEATURES ARE MOST IMPORTANT TO YOU?

KEY FEATURES
Place your remaining color dots on the key features that are of highest priority to you. Feel free to add comments with the post-it notes.

8

water: sculptural or whimsical

16

water: interactive splash pad

9

lawn: natural turf

9

lawn: synthetic turf

6

play elements

7

seating: movable

5

seating: fixed

10

shade structures: permanent

3

shade structures: temporary

6

space for winter activities

5

lighting: string lights and poles

4 both

lighting: event poles

3

art: permanent

7

art: rotating

26

stage: permanent

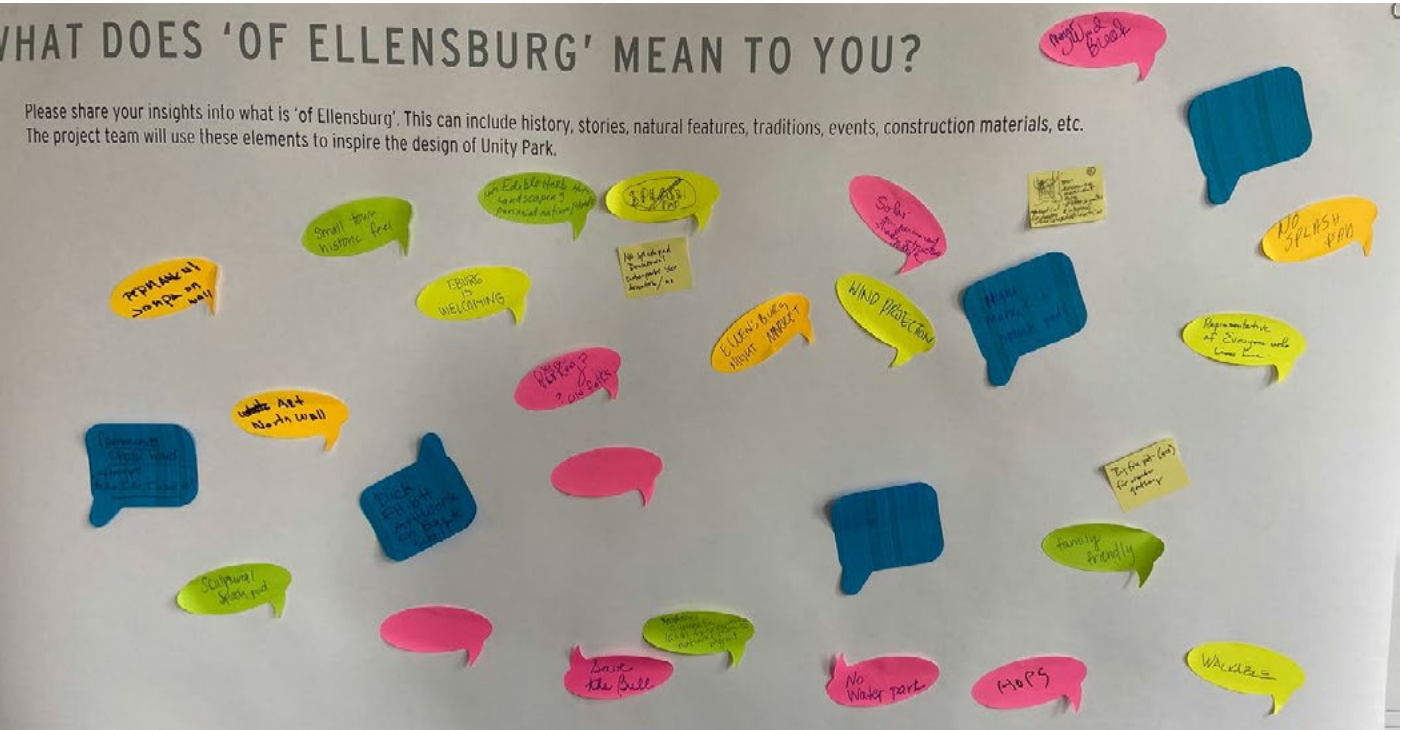
WALKER | MACY

UNITY PARK
City of Ellensburg, Washington

Post-it note: Great! Diverse, safe, open space for families, etc.

OPEN HOUSE RESULTS

What we asked: **What does ‘Of Ellensburg’ mean to you?**
Please share your insights into what is ‘Of Ellensburg.’



Additional Comments:

- likes the sound of water but doesn't want water feature in this park
- kids and dogs are in the water together, and it's not sanitary
- stage should be heated
- Christmas dance space
- loves the idea of rotating art
- fire pits
- add historical layers to park: original plat map, historical play e.g., mining history
- whimsical play or child activity
- likes skating rink and way to draw people in during winter
- restroom: Who cleans it? Safety, lock at night
- worried about homeless being in park and restroom
- wind in microphone is problem for performers
- sleeves in ground for fences
- Jazz in the Valley has a 'green room' for performers to wait before going on stage
- wants concierge space for selling merchandise at events, nowhere else to sell during an event
- 20" or taller seating for tall senior
- comfort station needs breastfeeding/family friendly space, room without a toilet
- water misters for hot days
- wireless quick charging stations

'Of Ellensburg' Comments:

- permanent___on wall
- small town historic feel
- edible herb landscaping, perennials, native plants, hops
- no splash pad
- Eburg is welcoming
- no splash pad downtown! outer parks - yes, downtown - no
- community chalk board with prompts 'Before I die, I want to'
- extra parking? old folks
- Ellensburg night market
- wind protection
- solar on permanent shade structure doable
- night market and splash pad
- major wind block
- stage - yes! Riverwalk Park in Spokane is utilized for gathering, lunches, eating, etc.
- no splash pad
- major wind block
- no splash pad
- representative of everyone who lives here
- north art wall
- sculptural splash pad
- Dick Elliott art work on back wall
- save the bull
- synthetic lawn for responsible natural resource management
- no water park
- hops
- family friendly
- big gas fire pit for winter gathering
- walkable

City Council Approved “Preferred Concept Plan” on 9/19/22. \$1.8 Million Budget with no costing information. For more information Google: Unity Park

Wells Fargo building just needs to be repurposed

To the Editor:

Our city purchased the Wells Fargo Building in 2019 for \$799,999. Located on the corner of 4th and Pearl it is a 2,200 square foot building on a half-acre lot.

Last Monday our City authorized an additional \$1.8 million to remove the Wells Fargo Building and all lot vegetation. Three new unisex restrooms and a 256-square feet concierge space will be built on the lot. The new building will look like the city-owned restrooms at Third and Main. The consultant could spend the entire city treasury polishing that style building and it will still look like a stool.

When the new restrooms are completed visitors to our historic downtown will be treated like Kings and Queens. In addition to sitting on golden thrones costing over \$800,000 each, the city plans to hire concierges.

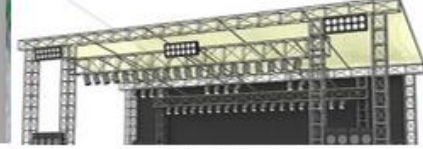
This extravagant train can only be stopped with four yes votes on a Monday.

I will continue to voice my belief that the Wells Fargo Building is the diamond of Unity Plaza. The building just needs to be repurposed. I will pontificate until the consultants contracted de-construction crew shatters the Well Fargo Building.

Pat Kelleher
Ellensburg

Agenda Item 8.B. - Exhibit 4, Page 83 of 95

Alternate Unity Plaza Concept Plan



Stage Area: 75' x 36'

Unity Plaza

75' x 100'
Pearl St + Both
Sidewalks = 75' wide



Photo of the Stuarts

Dry Granite Boulder Riverbed

Hitching Post

Existing and extended greenery

Food Trucks on Pearl Street

Barn Quilt

← Mini Storage →

← Controlled Walk-Through →

Green Room



PREFERRED CONCEPT PLAN



Stacey Henderson

From: pat kelleher <psk98926@yahoo.com>
Sent: Wednesday, January 25, 2023 3:19 PM
To: Stacey Henderson
Cc: pat kelleher
Subject: [Ext] public comments for Unity park demolition

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

Jan 25 2023

Public comments (plus attached files to previous email) of Pat Kelleher for Demo permit for Unity Park

The record submitted by the applicant does not support any of the a-h as outlined in the historic buildings and districts standards and guidelines.

The application should be rejected for not being compatible to historic district standards , uneconomic, wasteful and unmitigated parking impacts.

a. retains and preserves nothing. demolition of entire space including all 40 year old trees in Tree USA city of Ellensburg. Walker Massey wants to clear cut like a logger.....

b. all is demolished.

c. all is demolished

d. all is demolished

e. no attempt is made to repair existing building. The cost evidence is not supported in the real world. \$2.2 million to build a 3 hole outhouse. Outrageous

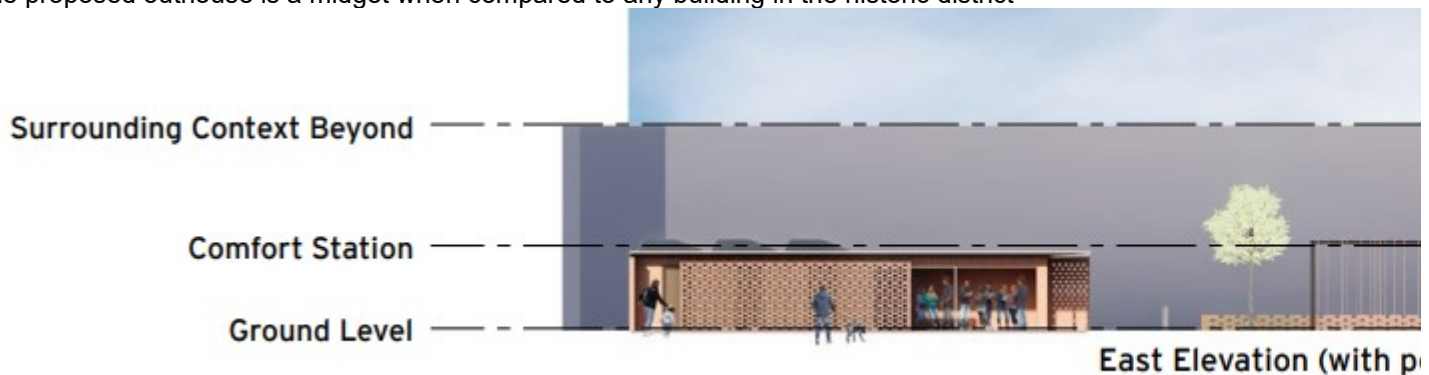
f. all is demolished

g. items of historic value are "preserved" off site never to be seen again. Bull gone, flagpole gone, historic plaques describing the setting gone , wind art gone.....

h. massing ,scale, materials and architectural features of new 3 hole outhouse is not compatible to any adjacent historic structures.

the proposed outhouse has a mass of 9,900 cubic feet compared to the exiting building of 46,620 cubic ft.

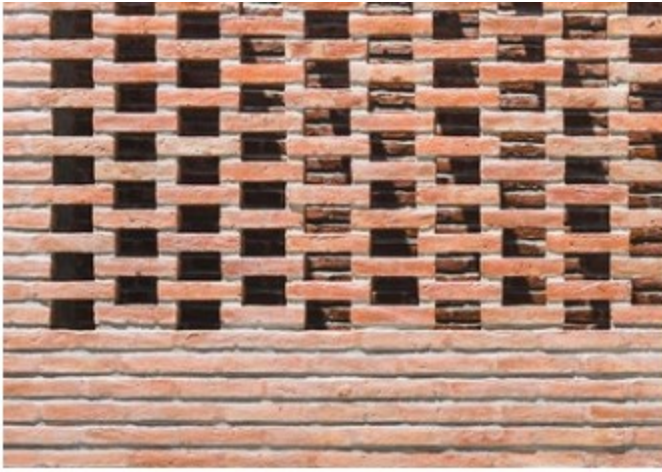
the proposed outhouse is a midget when compared to any building in the historic district



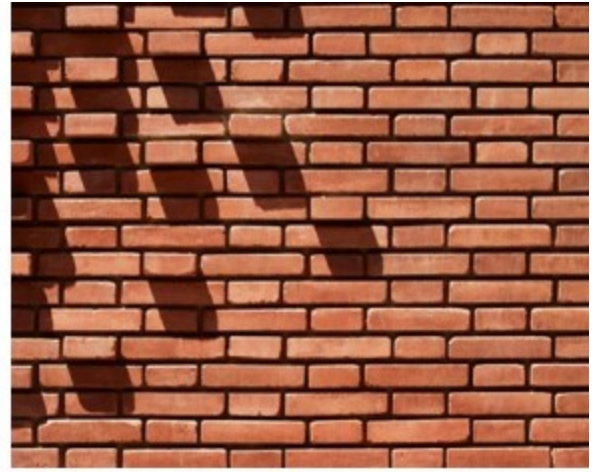
The scale is not appropriate. What standard is being used?

the proposed outhouse materials are not seen in any buildings in the historic district.

the proposed outhouse "architectural features" are of an outhouse you would expect to see at a Washington State rest stop.



Perforated



Extruded

I can not find hardwood slats anywhere in the historic district





Or six drunk guys pouring out of the Frontier

Applicant fails to address parking mitigation for the proposal. The 330 existing on street parking spaces on one way streets in the historic district are critical to the long range success of the district.

Public parking available at Unity park area and adjacent will drop from 44 to 24 spaces.

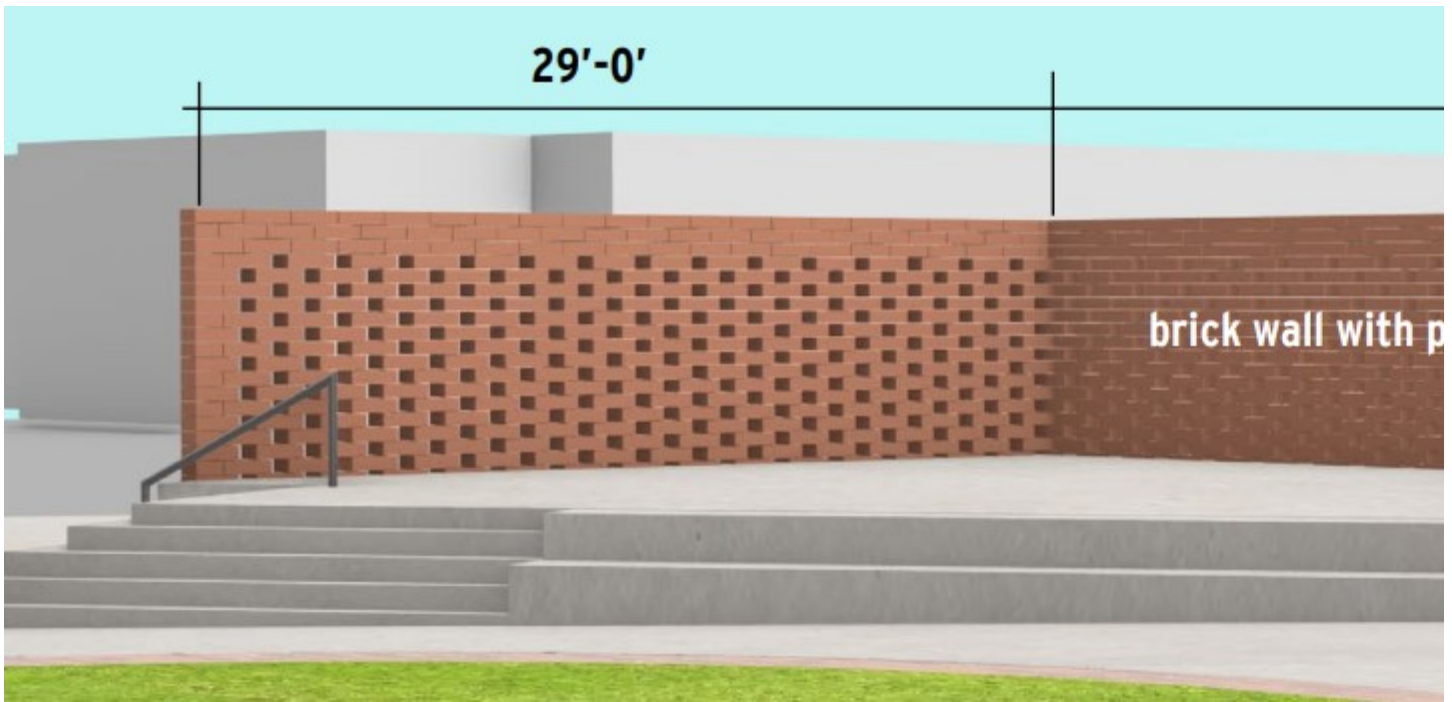
City parking plan puts replacement value of a space at \$1,800 per year. That is a economic value of \$36,000 (\$1,800 x 20 lost spaces) lost every year in the historic district. Parking is already at a tipping point. The loss of 20 spaces impact to the historic district economic health should be detailed and explored. The alternative option proposes the loss of only 4 spaces at zero cost.

Applicant fails to address the "delivery truck closure of the alley" that will occur when Walker Massey builds to 4 feet alley lot line setback. line. This is one of the most active delivery alleys in the district that still remains passible if the delivery truck holds "car passage" short of power pole.

Applicant failed to provide any economic study to the impact to the historic district when compared to a no action alternative or other alternatives.

A three hole outhouse is not needed. What is needed is one restroom in the historic district with surge events supported by portable vault toilets as required, then removed. Farmers market uses two portable vault toiles for 4 hours each Saturday then locked the rest of to support attendance that would far exceed any event at Unity park.

The triangle stage of an elevated slab of concrete is a joke not found anywhere in Washington State much less a historic district.

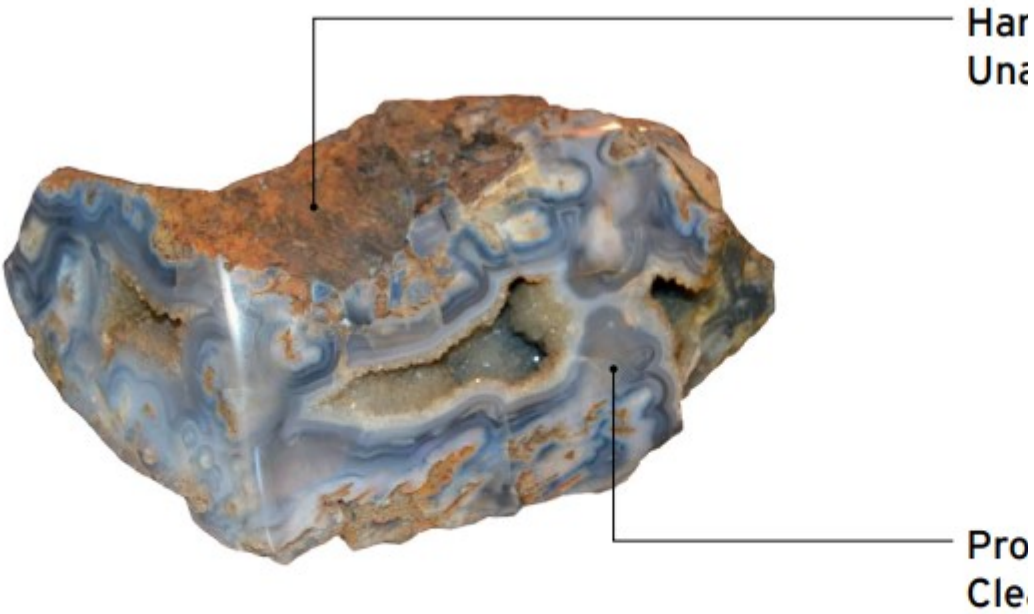


No bull, no flagpole not one item linked to the Kittitas Valley. Walker Massey city slickers are taking hayseed Ellensburg on a \$2.2 million dollar bamboozle.

This is an excellent example to out children on how poorly we treat our environment. The City got a "cash windfall" and they are going to squander it to demolish and fill a landfill, no reuse attempted, chop down beautiful trees and replant, cast aside historic elements for a three hole outhouse.

The photo of a Ellensburg Blue in the application ties into the project where????

CONCEPT DEVELOPMENT AND CHAI



The Ellensburg Blue Agate

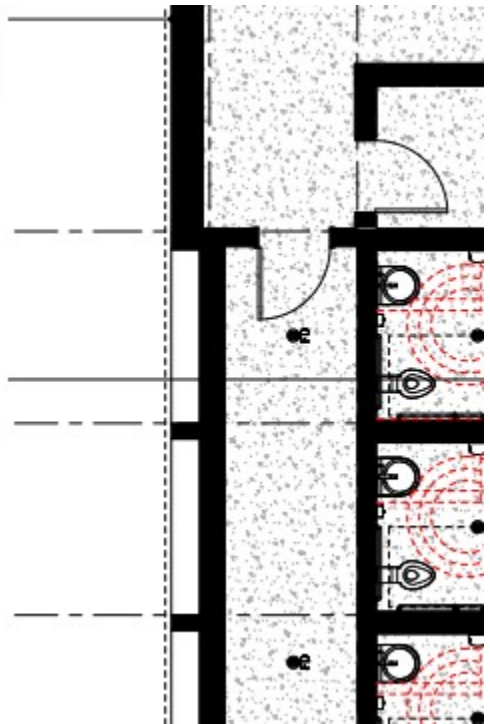
Is it an Ellensburg Blue outhouse?



Pattern-Extruded
Brick



Color-Body
Tile



TYPE OF REVIEW:

Review of proposed changes to landmarks register properties is required per **ECC 15.280.090 (A)**, as follows:

A. Review Required

- 1) No person shall alter, repair, enlarge, newly construct, relocate, or demolish any registered landmark, or any property located within a landmark district, nor install any exterior sign or mural pursuant to subsection (A)(2) of this section, without review by the landmarks and design commission and issuance of a COA. In the case of murals, the arts commission shall first

review and provide its recommendations to the landmarks and design commission of any proposal for a mural to be located on a registered landmark or within a landmark district. Factors to be considered by the arts commission include media to be used, method of application, stability, building/site, mural location and practicability of project.

- 2) This review shall apply to all exterior features of the property visible from a public right-of-way. This review applies whether or not a permit from the city of Ellensburg is required.
- 3) Review of alterations to Ellensburg landmarks register properties under this chapter is in lieu of design review required for projects and sign review per ECC 15.210.050(B).

ECC 15.530.020 Building Design: Historic Buildings and Districts

- A. Purpose. To preserve and reinforce the historic character of Ellensburg's downtown and older residential areas.
- B. Historic Buildings and Districts Standards and Guidelines.
- 1) All development projects identified on the Ellensburg landmarks register are subject to review by the Ellensburg landmarks and design commission per Chapter 15.280 ECC and conformance with the following design standards for rehabilitating existing buildings.
 - a. Retain and preserve the overall historic character of the building;
 - b. Ensure that proposed alterations are compatible with the building's own architectural character, and do not create a false historical appearance;
 - c. Retain and preserve early alterations which have architectural significance in their own right;
 - d. Treat distinctive original features, finishes, and examples of skilled craftsmanship with sensitivity;
 - e. Repair rather than replace deteriorated architectural features whenever possible;
 - f. Use the gentlest means possible when surface cleaning exterior masonry;
 - g. Protect and preserve significant archaeological sites affected by the project, or provide mitigation for their disturbance; and
 - h. Design new additions to existing buildings and new infill construction to be compatible with the massing, scale, materials, and architectural features of adjacent historic structures.

These standards are supplemented and further defined or explained by that document entitled "Design Standards for the City of Ellensburg," as currently enacted.

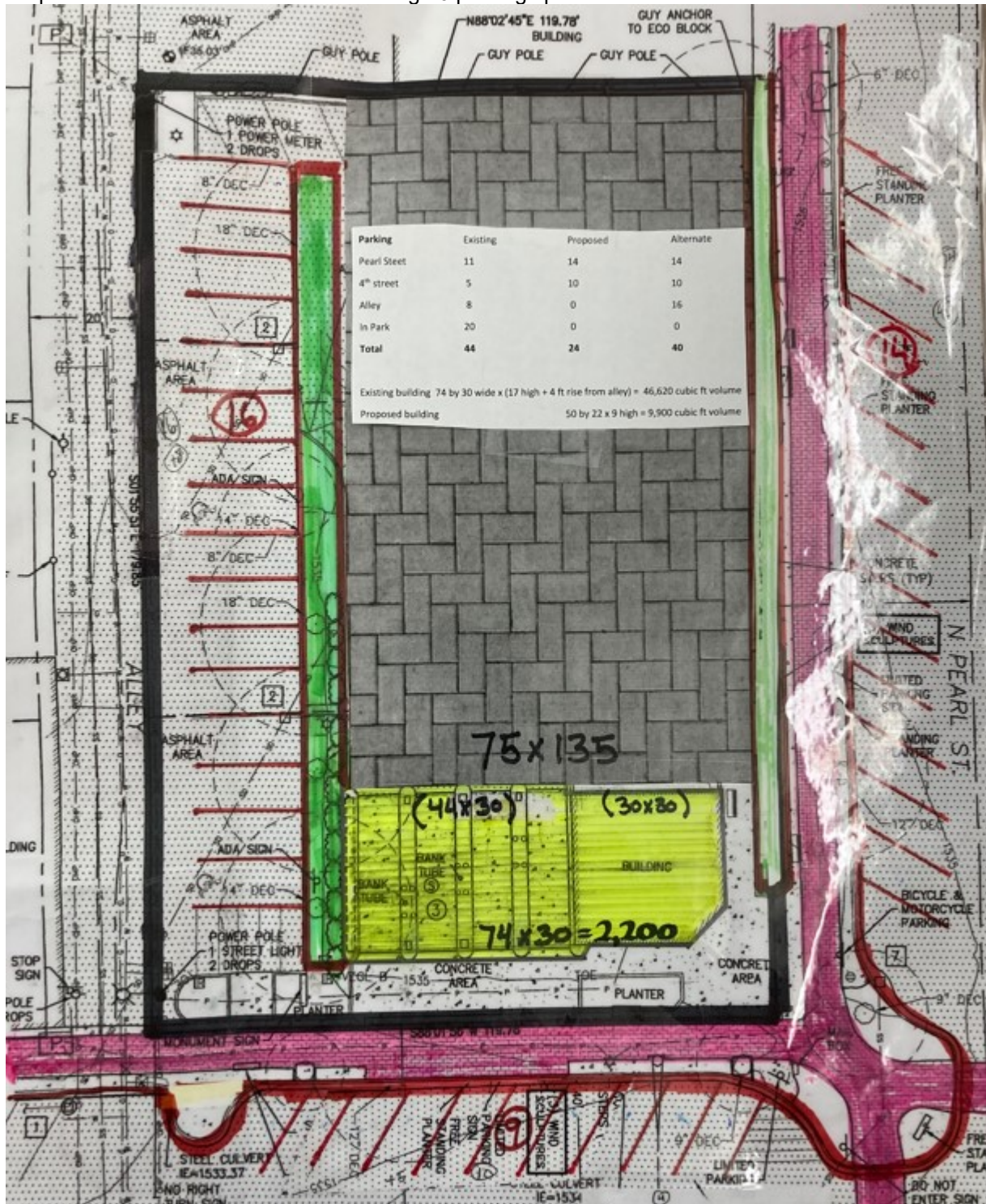
Parking	Existing	Proposed	Alternate
Pearl Steet	11	14	14
4 th street	5	10	10
Alley	8	0	16
In Park	20	0	0
Total	44	24	40

Existing building 74 by 30 wide x (17 high + 4 ft rise from alley) = 46,620 cubic ft volume

Proposed building 50 by 22 x 9 high = 9,900 cubic ft volume

Existing condition

Proposed alternative to demolition retaining 40 parking spaces



Massing example. The three hole outhouse will be the midget building of the historic district. Not one redeeming value to the history of Ellensburg. view looking north comparing the mass of existing building to mass of three hole outhouse.

The new roof will not even be 1/2 as tall compared to the Frontier Tavern.



Exhibit 5- Signed COA



THE LANDMARKS & DESIGN COMMISSION

Findings of Fact and Decision Application for a Certificate of Appropriateness (COA) Submitted by Brad Case

This matter, having come before the City of Ellensburg Landmarks & Design Commission (hereinafter, LDC) for a **Certificate of Appropriateness** (hereinafter, COA), in an open record public hearing on Wednesday January 25, 2023, considered the application (P23-002) submitted by agent Brad Case, for the request to build several new structures on Parcel ID #146933. These new structures are associated with the proposed Unity Park Plan, and include a comfort station, 5 shade structures, lighting, and a backdrop wall behind the stage. The proposed location for this work is within the Downtown Ellensburg National Register Historic District, and Local Landmarks District.

The LDC, having taken evidence at the hearing, makes the following **Findings of Fact** and **Decision** related to the above referenced matter:

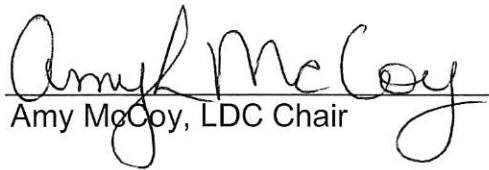
FINDINGS OF FACT

1. Per ECC Sections 15.280.090, and 15.530.020, the LDC has jurisdiction to review this project.
2. The project has been found to be in keeping with one of the required building design standards of ECC 15.530.020, specifically that:
 - h. The new infill construction is compatible with the massing, scale, materials, and architectural features of adjacent historic structures.
3. The Applicant is the agent for the owner of this property and can pursue this action. The Parcel is ID #149633, and is located in the Ellensburg Downtown National Register District and Local Landmarks District.
4. It is in the interest of the City of Ellensburg to have the historic character of the district maintained and preserved. If approved, this proposal would not negatively alter the character-defining features of the downtown historic district.
5. Public Comment was received by Pat Kelleher, Jerry Dougherty, and Tyler Witthuhn.

DECISION

Based upon the above Findings of Fact, the LDC hereby **approves** the **Certificate of Appropriateness (COA)** for the proposed new construction of the comfort station, shade structures, stage wall, and light posts, as proposed, with **two conditions**:

- 1) The applicant shall obtain an additional COA for the installation of any Murals or permanent art or sculpture to be installed on the subject parcel.
- 2) The applicant shall work closely with the City and Parks department to ensure that the color and condition of the lighting matches as closely as possible to the existing lighting in the downtown historic district.


Amy McCoy, LDC Chair



Appeals: Per ECC 15.280.090(C)(2)(e) and 15.230.070(A), an appeal of this decision may be filed with the City Clerk within 14 calendar days after written notice of the decision is mailed, accompanied by a non-refundable fee of **\$425.00**. The requirements for the contents of an appeal are set forth in ECC 15.230.070(D). The City Council shall consider the appeal at a scheduled closed record public hearing. The City Council may affirm, modify or reverse the decision of the Commission, or remand the decision to the Commission for further proceedings. Filing of an appeal shall suspend the issuance of any building or other required permit until the City Council has taken final action on the appeal.



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Landmarks & Design, Regular Meeting

January 25, 2023

5:45 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call

Roll Call Present- In Person: Fred Redmon, Amy McCoy, Zane Kanyer

Roll Call Present-Via Zoom: Dorothy Stanley

Absent: Darren Reid, Marty Blackson

Also present- In Person: Stacey Henderson- Senior Planner, Jamey Ayling- CD Director, Kathy Boots- Planning Technician, Terry Weiner-City Attorney, Heidi Behrends Cerniwey-City Manager, Brad Case-Parks and Recreation Director, Pat Kelleher

Also present- Via Zoom: Mark Johnson, Lujan Zhang, Nikki, Brian Bishop, Jerry Dougherty, Tyler Withuhn, Karissa Witt

2. Approval of Agenda

Commissioner Redmon moved to approve the agenda. **Motion Approved 4-0.**

3. Approval of the Minutes

Approval of Minutes from the January 4, 2023, LDC meeting.

Commissioner Stanley moved to approve the minutes. **Motion Approved 4-0.**

4. New Business

A. (P22-115) Public Hearing for Consideration of a COA for the proposed demolition of the old Wells Fargo Bank building and Rotary Pavilion.

Appearance of Fairness reviewed. Pat Kelleher objected. Kelleher stated Commissioner Redmon did not disclose that he participated in the design. Commissioner Redmon stated he represented Landmarks and Design in a stakeholders meeting. Attorney Weiner stated due to the nature of the communication it would be up to Commissioner Redmon to decide if he wanted to recuse himself. Redmon did not recuse himself. Henderson read staff report. Staff recommended the Commission grant the COA for the demo of the old Wells Fargo Bank

building and Rotary Pavilion as proposed with one condition; that photo documentation of the building shall be completed by the applicant prior to the demolition and the records be provided to the City of Ellensburg and Kittitas County Historical Museum. Architects reviewed other options they considered before demolition of the buildings. Public comment opened. Pat Kelleher (6530 Wilson Creek Road) expressed concern over destroying buildings before they become historic, firm figures needed for repair of buildings, and wants new buildings to fit in. Jerry Dougherty (1804 W Creeksedge Way) Commissioner on Arts Commission stated removal of current buildings is preferred. Dougherty stated the cost of ADA access and functionality would be high on existing buildings and preserving buildings that don't fit community needs doesn't make sense. Pat Kelleher submitted written comments to staff which are part of the record. Public comment closed. Commissioner Kanyer read findings of fact and motioned approval of COA as staff recommended with condition. Commissioner Stanley seconded the motion. Commission deliberated. Motion to approve the COA for the proposed demolition of the old Wells Fargo Bank building and Rotary Pavilion and a second was made. **Motion approved 3-1 (Commissioner Stanley opposed). COA granted.**

B. (P23-002) Public Hearing for Consideration of a COA for the proposed designs of several new structures to be located within the new Unity Park, on Parcel ID #146933.

Appearance of Fairness reviewed. Commissioner Redmon stated he had represented the Landmarks and Design Commission at a stakeholder meeting. Planner Henderson read staff report. Written public comment was received and is part of the record. Staff recommend the COA be granted including stage backdrop, comfort station, shaded structure, and light pole. Park plan was presented by staff and applicant. Public comment opened. Pat Kelleher (6530 Wilson Creek Road) expressed concerns over hostile architecture, delivery trucks blocking alley, and less parking. Jerry Dougherty (1804 W Creeksedge Way) represents Arts Commission, and they look forward to working with designer to create new art/murals, utilizing existing art, and outdoor performance area. Tyler Withuhn (307 W 13th Ave) treasurer of the Downtown Association commented on pergola benches being non-removable, adding power supply around the park, children getting hurt on climbing structure, and lighting. Applicant responded to public concerns. Commissioners addressed questions to applicant. Applicant responded. Public comment closed. Findings of fact read. Commissioner Redmon motioned to approve the recommendations of staff with condition that future COAs be obtained for murals, permanent art, or sculptures on the parcel. Commissioner Kayner seconded the motion. Commission deliberated. Chair McCoy motioned to amend Commissioner Redmon's motion to add a second condition that the lighting in the pergola must be complimentary of the downtown core lighting system. Commissioner Kanyer seconded the motion for amendment of motion. No discussion. **Motion to amend was approved 4-0 vote. No discussion on main motion. Motion as amended with two conditions was approved 3-1 (Commissioner Stanley opposed). COA granted.**

5. Old Business

6. Citizen Comment

7. Staff Update/Discussion Items

February 7, 2023 - Next Meeting
February 22, 2023- DHAP Training

Staff completed yearly report of LDC activity and will send it out to the Commission.
No applications have been received for open seat.

8. Commission Representative Update

9. Adjournment

Chair McCoy adjourned the meeting.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: March 20, 2023

Item Title/Agenda Subject: Ordinance 4912 (Second reading) Adopting New Chapter 4.14A Streateries, Parklets, and Sidewalk Cafes

Submitted by: Terry Weiner City Manager Department

Recommended Action or Motion: Conduct second reading and adoption of Ordinance 4912.

Background/Summary: In mid-2020, the State of Washington imposed significant capacity restrictions on restaurants as a result of the ongoing COVID-19 pandemic. In response, the City Manager issued Emergency Management Order 2020-03, which allowed for the issuance of Temporary Streatery (outdoor street eatery) permits to restaurants in certain areas of the downtown. A streatery allowed restaurants and cafes to use portions of adjacent street parking during operating hours, functioning as additional outdoor seating. The streateries were initially seen as temporary solution to allow restaurants to serve more customers when safety protocols limited indoor dining capacity. Ultimately, four businesses in downtown Ellensburg received streatery permits and three are still currently operating those streateries.

Previous Council Action: July 6, 2021 - City Council extended the streatery permits through December 31, 2021.

November 15, 2021 - City Council study session to discuss the future of streateries, create an ad hoc committee to study the development of regulations for permanent streateries in the downtown area.

December 20, 2021 - Council adopted Resolution 2021-40 extending temporary streatery permits through June 30, 2022.

June 6, 2022 - A streateries ordinance was presented to Council at its meeting. Following discussion and a lack of a second to the motion for approval of first reading, Council provided direction to staff to revise the ordinance and to also

incorporate design requirements to be developed by the Landmarks & Design Commission.

December 5, 2022 - Following the receipt of recommendations from the Landmarks and Design Commission, a revised version of the ordinance was presented for Council consideration. Council did not proceed with first reading nor could it reach consensus on further direction to provide to staff on revising the ordinance. As a result, Council appointed a subcommittee to recommend revisions for incorporation into a third version of the ordinance.

March 6, 2023 - Council gave first reading to an amended version of Ordinance 4912.

March 31, 2023 - The temporary permits have been extended several times since mid-2021 and are currently set to expire.

Analysis:

A subcommittee consisting of Councilmembers David Miller and Monica Miller, along with Landmarks & Design Commission (LDC) members Amy McCoy (Chair) and Fred Redmon, met with staff to review the draft ordinance and other information. Several areas of concern were expressed, including whether Council continues to support allowing them, due to concerns over design, parking, loss of parking spaces and overall impact on the historic district. Staff therefore reviewed several decision points with Council at its February 6, 2023 meeting, after which Council provided guidance on requested changes, which were incorporated into the ordinance.

Ordinance 4912 was amended at first reading on March 6 to specify the fees required for streateries, which have been incorporated into Section 4.14A.050(D) as follows:

1. A concession fee of \$0.80 per square foot per month based on the total floor size of the streatory;
2. \$25.00 per parking stall, or portion thereof, per month;
3. The amount payable by the City for the leasehold excise tax assessed for the private use of the City's parking stalls; and
4. A \$150 annual application fee.

In summary, Ordinance 4912 recodifies Ellensburg City Code (ECC) Section 4.14.170 Sidewalk Use Permit and provides for a new Chapter 4.14A Streateries, Parklets, and Sidewalk Cafes. It includes the following elements:

- Establishes permanent regulations that allow for restaurants, bars, and cafes to create temporary streateries to use the public right-of-way, typically in a vehicle parking space, for food and beverage services
- Authorizes establishment of "parklets" to use public right-of-way for non-food service, free public gathering space
- Sidewalk Café Permit section was renamed and relocated to new section. Council previously approved an administrative process for sidewalk cafe's which has been incorporated into the proposed ordinance for consistency. Proposed changes to sidewalk cafés include elimination of the requirement to remove tables and seating nightly and increasing the annual fee to \$25 per table and payment of the leasehold excise tax
- Limits use of right-of-way for streateries and parklets to a total of four parking stalls per block (including both sides of the street), on one-way streets in the downtown core (Water Street to Ruby Street; 1st Avenue to 5th Avenue) only
- Specifies streateries to be located directly adjacent to the business it serves or immediately adjacent, with written permission from adjacent business
- Site requirements for barriers, reflective markings, screenings, signs, and general safety standards
- ROW maintenance expectations
- Removal for planned or emergency street and utility repairs
- Insurance and indemnification provisions
- Revocation criteria and assurances for removal, including \$1,000 bond

Financial Impact:

As written, streaterie permit fees will increase revenues by \$25 per parking stall per month to offset loss of public parking, along with the concession and application fees, which will provide for staff costs to administer the program and use of the City right-of-way.

New guidance on Washington State Leasehold Excise Tax will require the City to collect and remit leasehold excise tax on the fair market value of the lease from the permit holder, which is not applicable to the concession fee.

Attachments:

[Ordinance 4912- Streateries](#)

ORDINANCE NO. 4912

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO RIGHT OF WAY USES OTHER THAN TRANSPORTATION, ADDING A NEW CHAPTER ENTITLED “4.14A STREATERIES, PARKLETS, AND SIDEWALK CAFES” TO TITLE 4, AND RECODIFYING AND AMENDING SECTION 4.14.170 “SIDEWALK USE PERMIT” AS SECTION 4.14A.070 “SIDEWALK CAFÉ PERMITS,” OF THE ELLENSBURG CITY CODE.

WHEREAS, due to the rising number of COVID-19 cases in Washington in 2020, Governor Inslee issued Proclamations 20-25, et seq., “Stay Safe - Stay Healthy,” which at the time reduced restaurant operations occupancy; and

WHEREAS, Governor Inslee issued Proclamation 20-25.13, “Healthy Washington Roadmap to Recovery, on May 21, 2021, which moved all Washington counties into Phase 3, which also limited the capacity of restaurants and other businesses to serve customers; and

WHEREAS, as a result of the previous restrictions on restaurant capacities during the COVID-19 emergency, the Ellensburg City Manager, as authorized by City Council Resolution 2020-05, issued City Management Emergency Order 2020-03, which allowed restaurants in certain areas in the downtown area of the City of Ellensburg to obtain a permit to operate, under certain conditions, on the sidewalks adjacent to their storefronts and also operate “streateries” in portions of the street immediately in front of their businesses; and

WHEREAS, City Management Order 2020-03 was subsequently amended and extended by City Management Orders 2020-03-A, 2020-03-B and 2020-03-C, which was then extended to December 31, 2021 by City Council Resolution 2021-20; and

WHEREAS, City Council held a study session to discuss streateries on November 15, 2021, and directed City staff to provide recommendations for permanent regulation of streateries; and

WHEREAS, City Council adopted Resolution 2021-40 on December 20, 2021, extending all streateries permitted under City Management Order 2020-03, as amended, be allowed to continue operation until June 30, 2022, or such time as the effective date of City Council may adopt an ordinance regulating “streateries” on a permanent basis, whichever occurs first, following which the City Council adopted Resolution 2022-44 to extend the temporary permits until March 31, 2023; and

WHEREAS, no new streateries were permitted to operate until the City adopted permanent regulations for streateries. In addition, those temporary permitted streateries were to clear snow and debris in accordance with ECC 5.40.140 and required to remove their streaterly structure for scheduled and emergency road or utility maintenance;

WHEREAS, the City Council adopted general and specific provisions for “Sidewalk Use Permits” on September 27, 2010, which were not codified in Ellensburg City Code 4.14.070;

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

Section 1. Section 4.14.170 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4574, is recodified and amended as Section 4.14A.070 of the Ellensburg City Code, as set forth in Section 2 of this Ordinance.

Section 2. A new chapter entitled “Streateries, Parklets, and Sidewalk Cafés” is hereby added to the Ellensburg City Code to read as follows:

**4.14A
Streateries, Parklets, and Sidewalk Cafés**

- 4.14A.010 Purpose.**
- 4.14A.020 Definitions.**
- 4.14A.030 Right-of-way permits; applications.**
- 4.14A.040 Materials and colors.**
- 4.14A.050 Streateries.**
- 4.14A.060 Parklets.**
- 4.14A.070 Sidewalk café permit.**
- 4.14A.080 ADA accessibility.**
- 4.14A.090 Insurance requirements.**
- 4.14A.100 Hold harmless.**
- 4.14A.110 Appeal.**

4.14A.010 Purpose.

The purpose of this chapter is to establish reasonable regulations and permit requirements for right-of-way uses other than transportation, which are temporary in nature and do not involve permanent ground disturbance activities, including, but not limited to, streateries, parklets and sidewalk cafés. The requirements of this chapter do not apply to right-of-way uses that are separately regulated or permitted under this or other titles of Ellensburg City Code.

4.14A.020 Definitions.

In this chapter, the following definitions shall apply:

“Applicant” means any person who seeks a right-of-way use permit from the city under this chapter.

“City” means the city of Ellensburg.

“Director” means the community development director of the city of Ellensburg.

“Parklet” means the use of the public right-of-way designed to be used as a gathering space which is free and open to the public.

“Permit” means a permit issued by the community development department pursuant to this chapter.

“Right-of-way” means land acquired or dedicated for use as a public road, street, alley, and/or sidewalk, regardless of whether such land has been opened or improved for such use.

“Sidewalk café” means tables, seating, and other amenities such as umbrellas, landscaping or fencing adjacent to a lawfully operating business establishment in or on the public sidewalk, maintained by the owner of such establishment for the use of patrons of the business.

“Streatory” means the use of the public right-of-way, typically in a vehicle parking space, that has been designed to allow for food and beverage services.

“Traffic” means circulation or movement of vehicles, bicycles, and pedestrians.

4.14A.030 Right-of-way permits; applications.

A. Permit required. A right-of-way permit is required to use any portion of city right-of-way for streateries or parklets. Sidewalk café permits are issued separately pursuant to section 4.14A.070, below. This chapter does not include right-of-way construction permits required under chapter 4.06 of the Ellensburg City Code.

B. Application; permit. A completed “Application for Right-of-Way (Streatory/Parklet) Permit” must be submitted for any use of the right-of-way for streateries or parklets. Permits are issued for a maximum of one year. Once permitted, a permittee may apply for a new permit as set forth in subsection (D)(8), below. Permits shall not be renewed automatically. If there are more applicants for a city block than parking spaces permitted by this chapter, the permit(s) shall be selected based on when the application(s) was deemed complete by the director.

C. Complete application. A permit application is deemed complete for the purposes of this section when it meets the submittal requirements of this chapter even though additional information may be required or subsequent permit modifications may occur. The determination of completeness shall not preclude the director from requesting additional information either at the time of the determination of completeness or later if new information is required to complete review of the application or substantial changes in the permit application are proposed.

D. The application shall comply with the following requirements:

1. Payment of a \$50 non-refundable application fee required for the administrative costs associated with the permit request process.

2. Submission of a narrative describing the proposed design of the streatory or parklet, with a clear dimensional sketch including the width and height, and description of the location within the public right-of-way proposed for use. The boundary description shall also include the square footage of the request. Any temporary structure greater than 200 square feet or enclosed on two or more walls requires a building permit.
3. Submission of a list of construction materials and colors (with color names and cutsheets).
4. The requested permit period (if less than one year).
5. No more than four parking stalls per block (including both sides) shall be used for any combination of streateries and parklets.
6. An application for a streatory permit shall be submitted to the community development department. City review of an application will be completed within thirty (30) days of receipt of a complete application and include review by other city departments and the fire marshal, as appropriate. The director may extend the review period when reasonably necessary because additional information is required from the applicant or to allow time to consider comments received per subsection (7). The director may issue the streatory permit with any conditions necessary that are consistent with the requirements of this chapter, or any other local or state law.
7. An application for a streatory permit shall be published on the City's website and appropriate social media sites, and provide notice to the public of an opportunity to comment on the application for a period of ten (10) days from posting of the application. Public comment shall be limited to the issue of whether the proposed streatory meets the design criteria in section 4.14A.040, below. The director may, but is not required to, consider public comments when deciding whether to issue the streatory permit and/or any conditions on the permit.
8. A streatory or parklet permit application may be submitted no earlier than September 1 for use of the streatory or parklet the following year (or portion thereof). Permits are valid for one (1) year beginning January 1 each year.
9. Any streatory or parklet permitted under temporary regulations as of March 31, 2023 must be removed to allow for downtown street slurry work planned for mid-2023. Thereafter, the temporary permittee must comply with the design requirements of this chapter by submitting to the director the information required in subsections (2) and (3) above. The director will notify the temporary permittee of their approval of the design or any required changes within thirty (30) days of receipt of the information.

4.14A.040 Materials and colors.

A. Materials and colors used to construct streateries or parklets are limited to the following:

1. Metal, which may be painted or coated, and includes but is not limited to aluminum, stainless steel and/or copper;
2. Wood, which must be weather treated, stained, varnished or primed; and
3. Colors and paint must be compatible with those used on the adjacent building and storefronts, as well as match the associated business branding/identity.

B. Prohibited materials. The follow materials are prohibited from use in streateries or parklets:

1. Plastic panels or fencing;
2. Metal chain link fencing;
3. Whole pallets; however, recycled pallet wood is acceptable provided it is disassembled, the wood is painted, and it is assembled into a finished looking component;
4. Plastic plants or turf;
5. Fabric not rated for outdoor use with adequate fire-retardant rating;
6. Particle board;
7. Vinyl;
8. Tarps; or
9. Carpets and rugs not rated for exterior use.

C. Flat, shed or pergola roof structures are allowed to a maximum height of twelve (12) feet from grade. Paint or shingles used on roofs, if any, is subject to the design requirements of subsections (A) and (B), above.

4.14A.050 Streateries.

Streateries are subject to the following requirements:

A. A streaterie may be permitted as a temporary type of right-of-way use in the parking stalls of any public one-way street within the downtown core on a block where restaurant service is provided. Streateries may be located on one-way streets between Water Street and Ruby Street, and between 1st Avenue and 5th Avenue.

B. Streateries must meet applicable city and state statutes, including for fire, electrical, and building safety, as well as for liquor service and other applicable agency requirements.

C. Streateries must be operated in a manner that complies with health district standards for food and beverage service or with this chapter, whichever is stricter.

and beverage service or with this chapter, whichever is stricter.

D. The fee for a streatory permit is based on the number of parking stalls, or portions thereof, being utilized in the city right-of-way. The fees shall be:

1. A concession fee of \$0.80 per square foot per month based on the total floor size of the streatory;
2. \$25.00 per parking stall, or portion thereof, per month;
3. The amount payable by the City for the leasehold excise tax assessed for the private use of the City's parking stalls; and
4. A \$150 annual application fee.

All fees shall be due and payable at the time of issuance of the permit.

E. Location.

1. A streatory must be located fully or partially adjacent to the business that it serves; provided, that if the business is not adjacent to one or more suitable parking spaces, another business or property owner whose location is adjacent to the applicant may give written permission for the parking space in front of it to be used for a streatory.
2. Streateries shall be located entirely within the approved space(s) and shall not extend to within two feet of the travel lane of the public right-of-way to allow for a required clear zone/buffer between the outside edge of any streatory and the travel lane. The travel lane is defined as the area between the end of the marked diagonal parking stalls on both sides of the street.
3. Streateries shall not be located in ADA parking stalls, in front of fire hydrants or bus stops, or over the top of a city storm catch basin, water valve, gas valve, electrical vault, or sewer manhole.
4. Where only one parking stall exists between two streateries, or a streatory and parklet, on a block face, each of the two streateries (or streatory/parklet) must be set back at least one foot from the intervening parking space.

F. Other Site Requirements.

1. Streateries must be protected at their end(s) from any adjacent vehicle parking space by a city-approved barrier or buffer. Each barrier or buffer must include adequate lighting or reflective markings for nighttime visibility to drivers. All barriers or buffers must be approved by the city engineer.
2. A solid wall or screening is required on at least three sides the streatory to provide separation from automobile traffic and parking as follows:
 - a. A solid wall or screening material shall be meet the design criteria in subsections (A) and (B), above;
 - b. Screening it shall primarily consist of: (1) lattice, picket, or solid fencing; (2) fabric material; or (3) containerized plantings;
 - c. In all cases, the wall or screening shall be between 42 inches and twelve (12) feet in height while allowing for unobstructed views into the streatory between 30 inches and 42 inches high to ensure sight visibility between parked vehicles and vehicles in the travel lane; and
 - d. An applicant may propose a different material that provides both external views and a sense of separation, subject to approval by the director.
 - e. Reflecting markings or lighting, as approved by the city engineer, are required along the traffic side for nighttime visibility to drivers.
3. Fuel-burning heaters and open flames, such as candles, torches and fire pits, are not allowed within three feet of any fabric (including tents and canopies) unless approved by the fire marshal.
4. Follow all relevant fire and electrical code requirements. All electrical service shall be installed overhead at a minimum height of eight (8) feet and used for lighting purposes only. Sidewalks must be free of trip hazards.

G. Signage. No more than one sign shall be allowed on commercial structures in city right-of-way, as permitted under this chapter. The sign must be no greater than 18 inches in length and eight inches in height and must not be internally lit nor have components that wave or otherwise appear to move. Signs shall not be attached to the ground, but may be attached to or part of the structure so long as it does not interfere with traffic or sight visibility.

H. Maintenance. The permittee is responsible for maintenance of all streatory components, including surface and furniture cleaning, and keeping the area underneath and adjacent to the streatory free of obstruction so that stormwater can flow freely at the curb.

I. Installation and Removal.

1. The permittee is responsible for providing and installing all components of the streateries and for removing the components when the permit has expired. No permanent attachments to the street or sidewalk are allowed.
2. The city may also require removal of the streateries, as needed, to address emergency conditions or infrastructure maintenance or repair. When possible, the city will provide a 90-day written notice for scheduled maintenance.
3. The permittee is responsible for the moving of the streateries for emergencies or scheduled maintenance. If the streateries are not moved by the permittee as requested by the city, all costs incurred by the city to remove or relocate structures due to emergency and/or scheduled maintenance are the responsibility of the permittee.

J. City staff may provide additional details or guidance for permittees to implement this section, consistent with direction from the city engineer and the community development director or their respective designees.

K. Permit revocation; removal.

1. Permits approved under this chapter are temporary and shall not create any property interest or vested rights, and may be revoked at the sole discretion of the city upon thirty (30) days' written notice. The city may also revoke a permit without notice if it finds that the permit has been issued based upon false information, when the permittee exceeds the scope of the permit, or the activities occurring under the permit are found to cause unreasonable impacts to public health, safety or welfare or city operations and maintenance, or a structure has not been constructed, maintained or used in accordance with the provisions of this chapter.
2. Permits may also be revoked if:
 - a. Following written notice of the lapse of insurance policy required to be maintained by under this chapter, the permittee fails to supply a valid certificate of insurance within seven (7) days of notification by the city of the lapse; or
 - b. Following written notice of the non-payment of an annual application fee or fees for the exclusive use of the right-of-way, the permittee fails to bring fees/account current within seven (7) days of the notice.
3. The structural components of a streateries must be completed and approved by the city (if required) within 30 days of street use permit approval or the commencement of operations, whichever is first, or the city may revoke the permit to avoid leaving the parking space

unavailable for use. A notice of potential revocation shall be provided by the city to the permittee at least ten (10) days in advance of revocation.

4. If any such structure, obstruction, use or occupancy is not discontinued following notice of revocation by the city, the city engineer may remove any structure or obstruction, or make such repairs upon the structure or obstruction as may be necessary to render the same secure and safe, at the expense of the permittee, and such expense may be recorded as a lien and otherwise collected in the manner provided by law.

L. Bond. Streatery permit applicants shall post a refundable cash bond to secure removal of the streatery, at the time of application, in the amount of one thousand dollars (\$1,000). The bond shall not relieve the permit holder from payment to the city of any expenses in excess of the bond amount incurred by the city for removal of the streatery.

4.14A.060 Parklets.

A. Location. A parklet may occupy up to two parking stalls or loading zone space located at either end of a city block and adjacent to a traffic bump-out node but shall not include any structural components such as a roof or walls. No food or beverage services or other commerce is allowed within a parklet.

B. Permission required. A parklet permit may be issued to a business or non-profit organization with the written permission of the adjacent business. The permit holder is responsible to maintain the space according to the standards set forth in this chapter.

C. Fencing required. Parklets must have fencing of between 30 inches to 36 inches high that encloses both sides and the end facing the street. Allowed fencing includes: 1) lattice, picket, or solid fencing; (2) fabric material; or (3) containerized plantings where the container is at least 30 inches in height, but not exceeding 36 inches in height. Any fencing or screening from the traffic lane above 36 inches in height must allow for views into the parklet to ensure sight visibility between parked vehicles and vehicles in the travel lane.

D. No signage. No signs shall be allowed on or in parklets.

E. Fee. The fee for a parklet permit is based on the number of parking stalls, or portions thereof, being utilized in the city right-of-way. The fees shall be \$25.00 per parking stall, or portion thereof, per month. All fees shall be due and payable at the time of issuance of the permit.

4.14A.070 Sidewalk café permit.

Sidewalk cafés are subject to the follow requirements:

A. Permit required. A sidewalk café permit (“sidewalk use permit”) is required for use of a limited portion of city sidewalk area for the service of food and beverage (“sidewalk service area”) as an extension of the applicant’s business fronting directly upon said sidewalk. The sidewalk use permit

allows for the placement of tables and chairs only, and related barriers when required in conjunction with the service of alcoholic beverages.

B. Application required. A completed “Sidewalk Use Permit” application must be submitted for any business use as a sidewalk service area as an extension of the applicant’s business fronting directly upon said sidewalk area. Application can only be made by the owner of such business.

1. Clear dimensional plans shall depict the proposed location of all tables, chairs, and barriers (when required), as well as the location of all present fixed and moveable objects located in or upon the affected sidewalk area shall be submitted with the application. The plans shall include specific measurements of all distances between the various tables, chairs, barriers, objects, curb and adjacent building or property line.

2. City review of an application will be completed within thirty (30) days of receipt of a complete application and include review by other city departments and the fire marshal, as appropriate. The director may extend the review period when reasonably necessary because additional information is required from the applicant and may issue the sidewalk use permit with any conditions necessary that are consistent with the requirements of this chapter, or any other local or state law.

C. General provisions.

1. Placement of tables, chairs, and any barriers must allow for a minimum of five linear feet (5’) of unobstructed passage for passersby between any table, chair or barrier and the outside edge of the sidewalk, and between any table, chair or barrier and any other object located in or upon the sidewalk.

2. Table size limitations. Tables may be circular, square, or rectangular only, and no side or diametrical dimension of such a table shall exceed thirty-two inches (32”) in length.

3. The number of chairs authorized for use under this permit shall not exceed twice the number of tables placed for use under this permit.

4. There shall be a maximum of one table and two chairs for each ten (10) linear feet of the permittee’s business fronting directly upon the sidewalk.

5. All tables, chairs and barriers placed on the sidewalk under this permit must be directly visible from the interior of the business.

6. The allowed hours of use of the sidewalk service area shall be 7:00 a.m. to 10:00 p.m.

7. The placement, use and removal of all tables, chairs and barriers authorized by this permit shall be at no cost to the city.

8. A sidewalk café must be ADA-accessible. A wheelchair user must be able to access at least one seat at a table, unless the business has other dining that is ADA-compliant and available for customer use.

9. The permittee, and permittee's officers and employees, shall comply with all applicable local, state, and federal laws, ordinances and regulations.

D. Additional provisions when alcoholic beverages are served in a sidewalk café area. The permittee's use of the sidewalk café area identified may include the service of alcoholic beverages if the following additional provisions are satisfied:

1. The sidewalk café area shall have a perimeter barrier during all hours of use, and the barrier shall be at least forty-two inches (42") in height. The barrier shall consist of a physical structure, such as a folding metal gate or moveable fence, that bars movement between two areas. Barriers may not be affixed to the sidewalk, nor may the sidewalk be disturbed in any way.

2. Service of alcoholic beverages and use of the sidewalk service area must be in accordance with all applicable provisions of Chapter 66 RCW ("Alcoholic Beverage Control") and Title 314 WAC ("Liquor Cannabis Board").

E. Fees. The fee for a sidewalk café is based on the number of tables placed on the city sidewalk. The annual fee shall be twenty-five dollars (\$25.00) for each table authorized for use and the amount payable by the City for the leasehold excise tax assessed for the permit, due and payable at the time of issuance of the permit. There shall be no pro-ratio or refund of fees for only a portion of a year, regardless of the reason the use is for less than a full year.

F. Revocation and Removal.

1. A sidewalk café permit is non-assignable revocable and may be terminated, revoked or suspended at the sole discretion of the city upon thirty (30) days' written notice. No vested rights shall accrue to the applicant hereunder.

2. Except in cases of emergency, in which case no prior notice need be given to revoke or suspend the use herein permitted, the city will give permit holder thirty (30) days' advance notice of the effective date of the termination, revocation or suspension of this permit.

3. Permittees are required to remove its property from the city's sidewalk upon city termination, revocation or suspension of this permit. Permittee shall be liable for all costs of removal and storage incurred by city, and any unclaimed property will be deemed abandoned in accordance with applicable state law.

4. In the event the city suspends, revokes or terminates this permit, requiring removal of the permittee's property, permittee shall not be entitled to any compensation.

G. The provisions of sections 4.14A.090, 4.14A.100 and 4.14A.110 shall apply to sidewalk cafes.

4.14A.080 ADA accessibility.

A. A streatory must be ADA-accessible. Platforms must be ADA-accessible from the public sidewalk and upon entering the streatory, a wheelchair user must be able to access at least one seat at a table on the platform. Exception: A streatory may be allowed without a platform if the business has other dining that is ADA-compliant and available for customer use.

B. Parklets must include street access or ADA-accessible ramps that allow transition from the sidewalk into the parklet.

4.14A.090 Insurance Requirements.

A. The applicant for any permit under this chapter shall provide commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, a certificate of insurance naming the city as an additional insured, with respect to liability, and providing that it shall be primary as to any other policy of insurance. Certificates of insurance and all necessary endorsements shall be submitted to the city for approval prior to permit issuance. Acceptability of insurance is subject to approval by the office of the city attorney. The applicant is responsible for ensuring that insurance requirements as detailed herein, or as may be revised, are maintained throughout the duration of the permitted right-of-way use. The director, in consultation with the city attorney, may waive or modify the insurance requirements contained herein when the permitted activity poses minimal risk to persons and property.

B. If alcohol service is permitted in the right-of-way use by the Washington State Liquor and Cannabis Board, the permittee shall procure and maintain for the duration of the permit Liquor Liability insurance in the amount of not less than \$1,000,000 per occurrence. The city must be named as an additional insured on the Liquor Liability insurance.

4.14A.100 Hold harmless.

As a condition to the issuance of any permit under this chapter, the applicant shall execute and deliver to the city upon a form approved by the city attorney and agreement to defend, indemnify and hold harmless the city, its officers, employees and agents, for any and all suits, claims or liabilities caused by, or arising out of, any negligent acts or omissions or intentional misconduct of the applicant, its officers, agents, or employees in connection with the right-of-way use.

4.14A.110 Appeal.

Except for revocation of a permit by the city pursuant to sections 4.14A.050(M)(1) or 4.14.070(F)(1), any affected person may appeal the interpretation, implementation, and/or decision of the city concerning any aspect of this chapter to the city clerk. The appeal notice shall be in writing and submitted to the hearing examiner within 10 calendar days of the date of the action or

decision being appealed. The notice shall include, at a minimum, the following information: name, address, telephone number of applicants, location and type of right-of-way use involved in the appeal, decision being appealed, reference to any applicable code or ordinance, and a concise statement of the reasons for the appeal.

Section 3. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) of this ordinance.

Section 4. 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 5. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

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

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4912 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4912 was published as required by law.

BETH LEADER



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: March 20, 2023

Item Title/Agenda Subject: Affordable Housing Commission Recommendation on Sales Tax Funding and City Property Contribution for Affordable Housing project (Catherine Park)

Submitted by: Jamey Ayling Community Development

Recommended Action or Motion: Authorize the Mayor's signature on the award letter to Habitat for Humanity Seattle-King County for its proposed Catherine Park Cottage Housing project, and provide staff direction to initiate contract negotiations with Habitat for Humanity Seattle-King County.

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.

The Affordable Housing Commission (AHC) is charged with making recommendations to City Council on allocation of the affordable housing sales tax funds, and recommendations on City surplus property for affordable housing.

On November 22, 2022 the City received an application from Habitat for Humanity Seattle-King County requesting acquisition of City surplus property, commonly referred to as Catherine Park, and \$675,000 in affordable housing sales tax funds, to develop 10 cottage dwellings providing home ownership opportunities to low-income families.

Previous Council Action: In June of 2019, City Council provided direction to the Affordable Housing Commission and appointed the Commission to administer the revenue generated by the housing sales tax. The Ellensburg City Council decided at its July 5, 2022 meeting that the Catherine Park property, Parcel

No. 694034, should be declared surplus and developed as cottage housing for an affordable housing project and directed staff to prepare a resolution declaring the property surplus to the City's needs; Resolution 2022-27 - to implement this direction - was adopted by Council at its August 15, 2022 meeting.

Council took similar action approving the recommendation of the Affordable Housing Commission to award projects for Stuart Meadows at Water and Bender, 1st and Pine, and the Nites Inn property purchase. In each case a subsequent award letter was sent to the applicant initiating contract negotiations. The Habitat application being presented to Council in this packet was part of an open application process as opposed to the RFP process that was utilized in 2019.

Analysis:

The City received a City Sales Tax Funding for Affordable Housing application from Habitat for Humanity dated November 22, 2022. Per the guidance of Council and the open application process the Affordable Housing Commission reviewed the application at its regular meeting on February 8, 2023. Consistent with RCW 82.14.530, funding will be allocated to projects that create new affordable housing in Ellensburg. Eligible uses of funds include costs associated with property acquisition, construction, and rehabilitation for projects that will serve target population groups earning 60% or less of the Area Median Income. The Habitat application indicated the ability to provide three housing units to families who make less than 60% AMI, and seven housing units to families that make less than 80% AMI. The time to complete the project is estimated to take two years as detailed in the application. The applicant demonstrated they are able to meet the requirements of the affordable housing sales tax funds under RCW 82.14.530 and will help the city to address the identified housing needs in the community.

At the February 8, 2023 regular meeting of the Affordable Housing Commission, proponents for the project spoke as well as neighbors, who spoke to multiple concerns with the project:

1. Parking was a concern, however, the plan as proposed is consistent with the land development code requirements of one

parking space per cottage.

2. Concerns with buffering of adjacent uses, and again the land development code requires setbacks that are being met as proposed and does not require a buffer from similar adjacent uses residential to residential.

3. Other concerns included the lack of sidewalks and pedestrian safety concerns on vantage highway. City code requires the developer to install frontage improvements as part of the project. The proposal as presented appears to meet the land development code requirements and will be further reviewed and vetted as the project moves forward.

This project will require a pre-application meeting, SEPA review and eventually building permit submittals which will all be reviewed by the City and other agencies. The SEPA process provides an opportunity for comments and proposed mitigation measures to be considered for the project.

The AHC is forwarding a recommendation to Council to award both funding and acquisition of City surplus property to this project as submitted by Habitat for Humanity and develop an agreement for the distribution of funds. If approved, City Staff will coordinate with legal counsel to develop an affordable housing contract and associated documents. The contract will assure that 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.

Financial Impact:

The total fiscal impact to the City will be \$675,000 for 2024, with the monies to be distributed to Habitat for Humanity as determined in a future contract. Funding for Affordable Housing is included in the 2023 City Budget however, it is anticipated that funds will not be spent until 2024 at which time staff will request to carry budget forward.

Attachments:

HFHSKC Award Letter
Catherine Park Application
Affordable Housing Application
Project Site and Plans
CP Site Plan
1100 SF PLAN 20230126
CP Perspective

AHC 02.08.2023 Minutes
Letter from Neighbors



**501 North Anderson Street
Ellensburg, Washington 98926**
Telephone: (509) 962-7221 | Fax: (509) 962-7143

March 20, 2023

Patrick Sullivan
Habitat for Humanity Seattle-King County
560 Naches Ave SW Suite 110
Renton, WA 98057

RE: HFHSKC Award Letter and Funding and Property Transfer Conditions for 2023 City of Ellensburg Affordable Housing Funds and Property Contribution

Dear Mr. Sullivan:

Congratulations! Your application for up to \$675,000 from the City of Ellensburg's Affordable Housing Fund for Catherine Park Cottages and transfer of the City-owned property located at Vantage Highway, Ellensburg (Parcel No. 694034) has been conditionally approved by Ellensburg City Council. This amount is subject to change based on final project costs. If there are decreases in development costs, the City explicitly reserves the right to decrease the final subsidy award to the minimum level needed.

This award is conditional and is not a guarantee of funds. This letter provides an overview of City conditions and some details you can expect in the contractual agreement. Upon issuance of this letter, the City will initiate contract negotiations to make funds available for your project and initiate transfer of ownership of the Vantage Highway property.

This letter does not cover all local requirements or all the terms that will be included in loan documents including legal rights and obligations.

Please read this letter carefully and return a signed copy of the Acknowledgement of Funding Conditions at the bottom to the City of Ellensburg Community Development Department.

The City's reservation of funds is based upon representations made in your applications. Changes to those representations must be reported as specified in the Funding Conditions and approved by Community Development in writing. Unreported changes may result in a delay and/or a loss of City funding and/or City-owned property contribution. These requirements are designed to ensure productive communication between the applicant and the City regarding project status prior to City funding.

FUNDING CONDITIONS

The City of Ellensburg will initiate contract negotiations after receipt of the signed Acknowledgement of Funding Conditions. The City requires that the contract stipulate:

1. All funds will be paid through reimbursements documented through invoices.
2. Use of the funds is restricted to construction of housing for persons who income is at or below 60% of the median income of the city (ECC 2.29.020(B)(2)).

3. Reimbursements for development fees will be linked to project milestones (permits issued, certification of occupancy, or other negotiated milestones).
4. The contract term will be consistent with the development timeline. Any extension of the timeline is subject to City approval.
5. The budget and scope of work will be based on the applications submitted.
6. The proposal and contract must meet the requirements of the City of Ellensburg Affordable Housing Fund (Ch. 2.29 ECC) and RCW 82.14.530.
7. Applicant shall submit a written status report when changes to the project cause the proposal to differ from the application or previous status reports. Reports must explain any problems, or needed modifications, and propose a plan for addressing them.

PROPERTY TRANSFER CONDITIONS

Transfer of City Property to the applicant for the project is subject to all conditions requirements of RCW 39.33.015, which will be incorporated into the contract:

In addition, the City requires that the contract include agreement on the following items:

- Inclusion of landscaping
- Establishment of Homeowner Association
- Design of houses to accommodate future additions
- Process for qualifying residents based on RCW 82.14.530 requirements

You will be required to notify the Community Development Department as you reach each funding and other milestones or encounter challenges. The City anticipates reserving this award for the time period specified in your application. If you do not demonstrate the progress you proposed within two years of the date of this letter the City of Ellensburg reserves the right to withdraw this award.

Thank you for your commitment to make the City of Ellensburg more affordable for everyone in our community!

Sincerely,

Nancy Lillquist, City of Ellensburg Mayor

Acknowledgement of Funding Conditions

I acknowledge that I have read and understand the above funding conditions.

ORIGINAL SIGNATURE OF AUTHORIZED OFFICIAL

Signature: _____ Title: _____
 Name: _____ Date: _____
 Organization: _____

AFFORDABLE HOUSING APPLICATION

Signature of Authorized Applicant
Representative
(See Attached Authorization)

Date signed	09/30/2022
Name of Authorized Applicant Representative and their title	Brett D'Antonio, CEO
Project Name	Catherine Park
Agency Name	Habitat for Humanity Seattle King-Kittitas County
Contact Person	Emily Freeborn
Mailing Address	560 Naches Ave SW
City	Renton
State	Washington
Zip Code	98057
Phone Number	253-590-6977
Email Address	emily.freeborn@habitatskc.org
Primary Street Address	501 N ANDERSON ST
City	Ellensburg
State	Washington
Zip Code	98926
Tax Parcel ID#	694034
Check all that apply	• Acquisition • New Construction
Select one	nonprofit organization 501(c) 3
Select one	Yes
If you answered yes, please indicate funding	City of Ellensburg Sales Use Tax

source

Please indicate City sales tax funding request

Sales tax funding request

\$\$ Amount	\$675,000
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Total project budget

\$\$ Amount	\$4,378,094
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Briefly summarize your proposed project in a couple of paragraphs; include a general statement of the project's overall purpose, scope, and intent. (300 words or less)

Habitat for Humanity (HFH SKKC) serving King and Kittitas Counties provides homeownership opportunities to low and very low income families. This project of 10 cottage style homes would serve a range of household sizes ranging from 1-6 with all homes sold to those making less than 80% AMI, with three of the homes reserved for those making 60% AMI or less. The amount of our request is \$675,000 to support the site work and construction of three homes within the development.

The three homes would serve households at or below 60% AMI. Habitat ensures permanent affordability by creating a land trust. This method ensures the homes remain affordable through its 99-year. The land lease is renewable, inheritable, includes resale restrictions and a resale formula that allows for equity creation that provides the owner an average of \$48,300 in equity creation, based on past land trust resale properties.

The proposed development offers 10 two-story cottage style homes which will offer a blend of 2 bedroom 2 bath and 3 bedroom 2 bath homes. Each cottage home offers a flex space which could be used as an office, small den or for a growing family. The home floor plan is designed with efficiency in mind to keep costs down while not sacrificing the flow of a home plan or style. This development would embrace the community

living approach by constructing the cottage homes along the perimeter with each home facing inward towards the ample green space. Each home offers an oversized front porch which will allow an enjoyable park-like living. This overall approach is intended to increase construction efficiencies while not sacrificing the green space. With this cottage style approach, Habitat for Humanity would be building not...

... just homes but a community centered living style.

Please select the primary target population and household income for each unit or group of units requested to be funded by City sales tax. If a unit has the potential to be targeted to more than one population group listed, please type in "multiple population groups" and describe in the notes field provided below.

At or below 30%

35%

40%

45%

50%

55%

60%

% of Area Median Income	60%
Population group	Mixed
Qty	3
Unit type	2-3 Bed Cottage Home
Tenant monthly rent/mortgage	\$500-\$700

Above 60%*

% of Area Median Income	80%
Population group	Mixed

Qty	7
Unit type	2-3 Bed Cottage Home
Tenant monthly rent/mortgage	950-1100
If applicable, multiple population group notes	Mixed population to apply.
Please include ALL housing units in the project. Projects proposed for City funding must serve households earning 60% or less of Area Median Income and meet one or more of the identified population groups in Section H. If applicant is applying for City funding for a mixed-income development the funding request must be proportional to the number of units that will serve households earning 60% or less of Area Median Income and meet one or more of the identified population groups in Section H.	
At or below 30%	
35%	
40%	
45%	
50%	
55%	
60%	
2 Bed	2
3 Bed	1
Total Units	3
Above 60%*	
2 Bed	3
3 Bed	4
Total Units	7
Total	
2 Bed	5
3 Bed	5
Total Units	10

of ADA Compliant Units

2 Bed	0
3 Bed	0
Total Units	0

Average Square feet

2 Bed	1100
3 Bed	1200
Total Units	1150

The following targets have been identified as having a tangible benefit for intended residents. Please check all that apply to the proposed project location.

- Within 1/2 miles of public transit stop
- Within 1/2 mile of park or recreation area
- Within 1/2 mile of public school
- Within 1/2 mile of senior center
- Within 1/2 mile of grocery store with fresh food
- Within 1/2 mile of medical services

Please describe how this project will provide opportunities for beneficiaries to build financial stability. (100 words or less)

Kittitas County is a cost-burdened community with those at 80% or lower AMI paying more than 30% of their monthly income towards their housing costs. Habitat for Humanity SKKC provides families and individuals the opportunity to attain financial stability through an affordable mortgage and a permanently affordable housing opportunity. The Homeowner Service Team works with clients to provide them with Housing Counseling. Additionally, homebuyers attend financial workshops and courses to become fully prepared for home ownership. HFH SKC homebuyers not only obtain a wealth of knowledge, assistance and preparation but equity through the shared appreciation at 1.5% per year.

Please describe how the proposed project will promote a sense of place and community for intended residents and the greater Ellensburg community. (100 words or less)

A sense of place and community is created where Habitat builds as it utilizes a sweat equity model that requires at least 250 hours of volunteer labor by each homeowner. Before the

families move in they are well acquainted with their neighbors with whom they've worked alongside them helping build each other's homes. Co-founder of Habitat, Clarence Jordan stated: "What the poor need is not charity but capital, not caseworkers but coworkers. And what the rich need is a wise, honorable and just way of divesting themselves of their overabundance."

Please describe other tangible benefits the project will have for the intended beneficiaries as well as the greater Ellensburg community. (200 words or less)

The creation of homeownership units as opposed to rental units and the wealth creation that follows the ownership of real estate leads to low income families in the community being able to move up in the housing continuum from renters to owners and ideally from Habitat homeowners to one day being able to afford a unit on the open market, unsubsidized. The equity creation is realized through the ownership model and passed through generations of the families creating more economic opportunities for the individuals and community. Other tangible benefits of the project include housing the vital workforce of Ellensburg which includes public school employees, city and county employees, agricultural workers and those within the service industry. By providing housing for the workforce, the City of Ellensburg is taking care of the workforce that keeps stability in a rural community.

Please note a minimum 20 year period of affordability will be required for any housing projects receiving City funding assistance. (200 words or less)

The 10 cottage style homes will be held by a land trust administered by HFHSKKC ensuring that more than just 10 families benefit from this public investment of sales tax dollars. Affordability of the development will remain in perpetuity through the use of the 99-year, renewable, inheritable ground lease, well beyond the minimum 40 years required. Because of the resale restriction giving

Habitat the first right of refusal for purchase, the resale will again serve buyers <80% AMI. When homeowners sell their home it is resold to Habitat with the agreed upon resale formula within the ground lease. The resale formula allows a guaranteed modest annual appreciation rate (1.5%) that offers the homeowner the ability to earn equity above and beyond their monthly principal contributions while also allowing Habitat to ensure they can buy the home back from the first owner and re-sell it to another low income homebuyer.

Describe what this project will accomplish and how the proposed housing units will help meet the community's housing needs as identified in the current Ellensburg Housing Needs Assessment data available at: <https://ci.ellensburg.wa.us/1069/Housing-In-Ellensburg>. Please only include information not covered in Section 2 – Community Impacts. (500 words or less)

HFHKKC recognizes that new housing production is needed to accommodate the anticipated growth in the area. Addressing the lack of middle housing continuum is essential in order to meet the demand. The City of Ellensburg 2021 Housing Action Plan shows a need to build an average of 281 units per year between 2020 and 2037. According to Zillow and Redfin market data, the Ellensburg area experienced a boom in home values of nearly 47% between 2014-2019. The market hasn't slowed down and values have stayed steady through mid-2022. With high home values, high cost to construct and high interest rates comes a narrowed window of affordability for those who are already cost burdened. One of the largest barriers to first time homebuyers is a down payment but combined with a high value market this has left no foothold for the low income buyer to partake in one of the most competitive home buying markets. HFHKKC's homeownership method helps break down the hurdles for low income home buyers by providing an affordable mortgage solution and down payment assistance. Combined with a land trust and efficient funding and development practices, HFHKKC creates a smooth entry for those who

never thought homeownership was possible. In 2021, HFHSKKC and the City of Ellensburg made great progress towards the City's goal to increase units with the donation of the land at Water and Bender. Working together and utilizing the sales tax, HFHSKKC will bring 18 new affordable homes to low and very low income homebuyers. This partnership was a step in the right direction and is expected to finish the first six homes by fall of 2023. Much like the Stuart Meadows development, this proposal will help to make a dent in the affordable housing need set forth by the City of Ellensburg. The proposed 10...

... cottage-style home development is an example of the many options that exist for the surplus land in the City. By partnering together and providing a creative approach, we are confident that our team can bring additional affordable homes to the community of Ellensburg which would remain affordable into perpetuity.

Applicant Firm Name	Habitat for Humanity Seattle King Kittitas County
Contact person and title	Emily Freeborn, Public Funding and Grants Manager
Phone Number	253-590-6977
Email Address	emily.freeborn@habitataskc.org
Address	560 Naches Ave SW
City	Renton
State	Washington
Zip Code	98057
Federal Tax ID #	911342397
Unified Business Identifier	601059723
Architect Firm Name	Studio L&L, PLLC

Contact person and title	Lathan Wedin, Architect
Phone Number	509-607-6807
Email Address	lathan@studio.landl.com
General Contractor Firm Name	Habitat for Humanity Seattle-King County
Contact person and title	Patrick Sullivan, COO
Phone Number	206-855-5004
Email Address	patrick.sullivan@habitatskc.org
Property Management Firm Name	TBD
Contact person and title	Mia Walterson, Chief Program Officer
Phone Number	206-855-5213
Email Address	mia.walterson@habitatskc.org
For completed projects, list only projects completed in the last 5 years.	
1	
Project Type	SF
Activity Type	New Constr
Role (owner, developer, etc.)	own, dev
City and State	Seattle, WA
# Units	13
Project Start Date	1/1/2021
On Time/Budget? Y or N	Y
Placed in Service Date	10/2021
Type of Financing	Office of Ho
2	
Project Type	SF
Activity Type	New
Role (owner, developer, etc.)	own, dev
City and State	Sammamish, W

# Units	10
Project Start Date	01/2016
On Time/Budget? Y or N	Y
Placed in Service Date	06/2019
Type of Financing	HOME, SHOP
3	
Project Type	SF
Activity Type	New
Role (owner, developer, etc.)	own, dev
City and State	Pacific, WA
# Units	3
Project Start Date	09/2019
On Time/Budget? Y or N	Y
Placed in Service Date	06/2020
Type of Financing	HFHKKK
For pipeline projects, list projects for which you plan to seek funding in the next 12 months or have received at least one funding commitment.	
1	
Project Type	SF
Activity Type	New Construc
Role (owner, developer, etc.)	own, dev
City and State	North Bend
# Units	7
Project Start Date	5/2021
On Time/Budget? Y or N	Y
Placed in Service Date	12/31/22
Type of Financing	HTF

2

Project Type	MF
Activity Type	New Const
Role (owner, developer, etc.)	own, dev
City and State	Burien, WA
# Units	40
Project Start Date	11/1/22
On Time/Budget? Y or N	Y
Placed in Service Date	12/31/2025
Type of Financing	HTF, HOME,

3

Project Type	SF
Activity Type	New Con
Role (owner, developer, etc.)	own, dev
City and State	Seattle, WA
# Units	12
Project Start Date	8/25/2022
On Time/Budget? Y or N	Y
Placed in Service Date	12/31/2023
Type of Financing	Office of Ho

As applicable, please list similar projects that your organization, or your selected Property Management firm, has managed or currently manages.

1

Projects	Single Fam
City and State	Seattle, W
# Units	13
Unit Type	TH

Target Population	80%
Eff. Date of Mgt. Contract	10/2021
End Date (or current)	NA
2	
Projects	Single Fam
City and State	Pacific, W
# Units	3
Unit Type	TH
Target Population	80%
Eff. Date of Mgt. Contract	6/2020
End Date (or current)	NA
3	
Projects	Single Fam
City and State	Sammamish,
# Units	10
Unit Type	Cottage
Target Population	80%
Eff. Date of Mgt. Contract	01/2019
End Date (or current)	NA
4	
Projects	MF
City and State	Seattle, W
# Units	23
Unit Type	TH
Target Population	80%
Eff. Date of Mgt. Contract	01/2014
End Date (or current)	NA

Please complete all information applicable to your project. Include all financing term assumptions even if they are funder's standard terms. Include funds contributed by applicant through initial start-up capital or expected applicant contribution.

1

Name	Sales Use
Type	City
Proposed Amt.	1,275,000
Committed Amt.	tbd
Date Applied	9/30/22
(Projected) award date	NA
Grant/Loan	Loan
Term	50
Payment Structure	Deferred

2

Name	HTF
Type	State
Proposed Amt.	1,600,000
Committed Amt.	tbd
Date Applied	9/2023
(Projected) award date	NA
Grant/Loan	Loan
Term	25
Payment Structure	Deferred

3

Name	HFH
Type	Private

Proposed Amt.	2,916,188
Committed Amt.	tbd
Date Applied	NA
(Projected) award date	NA
Grant/Loan	Grant
Term	NA
Payment Structure	NA
What other funds are expected, how will the city funds be used to leverage other funds? (100 words or less)	HFHSKC is committed to providing all necessary funding for this project outside of the City funds regardless of future application decisions but we will still pursue these sources nonetheless in order to leverage the City funds. The City funds will be leveraged on a future application to the Housing Trust Fund (HTF) in 2023. Additionally, HFHSKC will apply to HUD SHOP and CHIP funds as they come available.
Your narrative response must focus on the in-kind contributions, volunteers, and pro-bono services that will be used for the proposed project, and not the agency in general. (100 words or less).	HFHSKC will utilize in-kind contributions on our projects including donated appliances, paint, house wrap, and foam board as provided by large scale partnership Habitat for Humanity International provides to HFHSKC. Volunteer labor will be a large part of our project as we utilize both homebuyers and general community support on our construction sites to reduce the cost of labor to build.
Please describe activities that demonstrate active partnerships and/or regular coordination with other relevant public, nonprofit, and private entities that support similar goals or related activities. Examples might include membership on advisory groups, financial contributions, sharing data or best practices, and soliciting input from community partners. Your narrative must focus on community partnerships that will	We recognize the value of partnerships of local community based organizations as well as regional organizations that uphold and share like visions and goals. The local Habitat for Humanity Kittitas office has a strong presence in the local community and has engaged the leaders at Central Washington University's Construction Management Program to collaborate with HFHSKC on the Stuart Meadows build as well

be used for the proposed project, and not for the agency in general. (300 words or less)

as future builds such as this proposal. Partnerships with the local non-profit, Hope Source are continuing as our team connects resources and refers to like-minded organizations. Our local Kittitas team has engaged with the Central Washington Home Builders Association, OIC, and United Way to further referrals and network within the region. Larger regional partnerships include Rural Community Assistance Coalition (RCAC) as well as working closely with our partners at the state and area office of USDA Rural Development (RD) as we keep a healthy pulse on rural funding opportunities for our service areas. HFHSKCC recognizes that it through our partnerships and networks that we build one another up and are able to work together to provide strong assistance for our communities in need.

Item #121

Site Control - Purchase and Sale Agreement/Optin

Date completed or expected completion	12/1/2022
Notes/Status	We recognize that this is tbd per the City.

Site Control - Closing

Date completed or expected completion	1/30/2023
Notes/Status	Estimated

Feasibility/Due Diligence - SEPA

Date completed or expected completion	3/30/2023
Notes/Status	Estimated

Financing - Appraisal

Date completed or expected completion	12/30/2022
Notes/Status	Estimated

Financing - Financial underwriting

Date completed or expected completion	3/30/2023
Notes/Status	Estimated
Financing - Application/s for other funding source/s	
Date completed or expected completion	2/1/2022
Notes/Status	Estimated
Design/Permitting - Prelim. drawings complete	
Date completed or expected completion	12/30/2022
Notes/Status	Estimated
Design/Permitting - Zoning approval	
Date completed or expected completion	3/30/2023
Notes/Status	Estimated
Design/Permitting - Site plan approval	
Date completed or expected completion	3/30/2023
Notes/Status	Estimated
Design/Permitting - Building/civil permit submitted	
Date completed or expected completion	6/1/2023
Notes/Status	Estimated
Design/Permitting - Building/civil permit issued	
Date completed or expected completion	6/1/2023
Notes/Status	Estimated
Design/Permitting - Other agency permits issued	
Date completed or expected completion	6/1/2023
Notes/Status	Estimated
Construction - Selection of general contractor	
Date completed or expected completion	6/1/2023
Notes/Status	Estimated
Construction - Begin construction	

Date completed or expected completion	7/1/2023
Notes/Status	Estimated
Construction - Issued certificate of occupancy	
Date completed or expected completion	7/30/2024
Notes/Status	Estimated
Occupancy - Selection of management firm	
Date completed or expected completion	NA
Notes/Status	NA
Occupancy - Begin leasing/sales	
Date completed or expected completion	7/30/2024
Notes/Status	Estimated
Amounts in the total project cost must be accounted for in full by assigning them to funding sources as appropriate. Do not combine funding sources in a column. All residential development costs should be included in this budget.	
Acquisition Costs (existing structures, land, closing costs, etc.)	
\$\$ amount of this category	45000
% of total project cost	1%
City funds	0
Applicant funds	45000
Bank funds	0
Construction Costs (demo, new, rehab, overhead/profit, site work, infrastructure costs, etc.)	
\$\$ amount of this category	3,453,594
% of total project cost	78.9%
City funds	1,275,000
Applicant funds	1413094
Bank funds	0
Soft Costs (appraisal, legal, tech. experts, enviro. studies, project mgt., other	

consultants)

\$\$ amount of this category	409500
% of total project cost	9.4%
City funds	0
Applicant funds	0
Bank funds	409500
Other Development Costs (permits, utility hook-ups, etc.)	
\$\$ amount of this category	470000
% of total project cost	10.7%
City funds	0
Applicant funds	45000
Bank funds	425000
Financing Costs (loan and legal fees, etc.)	
\$\$ amount of this category	0
% of total project cost	0
City funds	0
Applicant funds	0
Bank funds	0
Total Project Cost	
\$\$ amount of this category	4,378,094
% of total project cost	100%
City funds	675,000
Applicant funds	2,103,094
Bank funds	1,600,000
As necessary, include budget narrative to support and/or supplement the information included in the project budget tables above. (100 words or less)	Soft Costs include legal, soft cost contingency, insurance, developer fee, project staff and admin. Other development costs include permit fees and impact fees. Construction Costs include

site improvements, building construction, and construction contingency. The total development costs for this project is estimated at \$4,378,094 . This is an estimate based on past construction costs from recent developments. Total columns are not available to show other leveraged funds we would anticipate in the project which would include CHIP and HUD SHOP. We anticipate applying to HTF dollars for this project if awarded for a total of \$1.6 Million.

Upload all of the following documents:

- 1. Documentation of site control**
- 2. Signed City of Ellensburg pre-funding application submittal**
- 3. Documentation to support collaboration**
- 4. Past 2 years financial and asset statements (NOTE: additional financial information may be requested)**
- 5. Project site/development plan**

- [1._Evidence_of_Site_Control.pdf \(187 KB\)](#)
 - [2._Signed_Affordable_Housing_Application.pdf \(211 KB\)](#)
 - [3._Documentation_of_Support.pdf \(488 KB\)](#)
 - [4._Two_Years_of_Financial_Audits.pdf \(231 KB\)](#)
 - [4.a_2020_Habitat_for_Humanity_SKC_-_Signed_Audit.pdf \(353 KB\)](#)
 - [4.b_FY_2021_Habitat_SKC_Audited_Financials.pdf \(580 KB\)](#)
 - [5._Project_Site_and_Plans.pdf \(1.11 MB\)](#)
-

AFFORDABLE HOUSING APPLICATION FOR CITY SALES TAX FUNDING

APPLICATION COVER SHEET

Application instructions

A complete application must include a signed application and the following attachments:

1. Documentation of site control (e. **fee simple title, valid lease agreement, contract for the purchase and sale of property**).
2. Signed City of Ellensburg pre-funding application submittal.
3. Documentation to support collaboration
4. Past 2 years financial and asset statements (additional financial information may be requested)
5. Project site/development plan

Incomplete applications will not be considered. Missing or incomplete information will result in a forfeiture of application. Do not include any information beyond what is requested in the application. Please note, all funding applications are public record.

Questions

- Questions on land use regulations and building codes, please contact the Community Development Department at 509-962-7231
- Questions on Affordable housing funding, please contact Jamey Ayling at 509-925-8653 or aylingj@ci.ellensburg.wa.us

CERTIFICATION and AUTHORIZED SIGNATURE: To the best of my knowledge and belief, the information contained in this application, and in the additional required documentation submitted with this application, is true and correct. I understand that any false information or omission may disqualify my organization from further consideration for City assistance. I authorize the investigation of any or all statements contained in this application and any other information pertinent to this application and my organization and its employees and board members.

The signatory possesses the legal authority to apply for and receive City of Ellensburg assistance, and the person signing the application has the proper authority from the governing body of the organization. The applicant understands the City will not be responsible for any costs incurred by the applicant in developing and submitting

this application, and that all applications submitted become the property of the City and applications are public record.

The applicant agrees that if this project is allocated City assistance, the applicant will enter into a contract with the City of Ellensburg and will be required to submit annual reports attesting to compliance with the agreed upon retention of affordability and residents of housing developments funded through the City's local housing fund. The applicant further agrees that if this project is allocated City funding, it will comply with all federal, state, and local statutes, regulations, policies, and requirements applicable to City assistance. If the awarded project does not show substantial progress within two years of funding award the funds will revert back to the City's affordable housing program for reallocation.

Signature of Authorized Applicant Representative *



Brett D'Antonio (Sep 30, 2022 17:39 PDT)

[clear](#)

Date signed *

9.30.22



Name of Authorized Applicant Representative and their title *

Brett D'Antonio, CEO

Powered by  **formsite**

Next >>

AFFORDABLE HOUSING APPLICATION

Final Audit Report

2022-10-01

Created:	2022-10-01
By:	Emily Freeborn (emily.freeborn@habitatskc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE2NhBdQblsC0wFCZASh-uUqRIPgLzOod

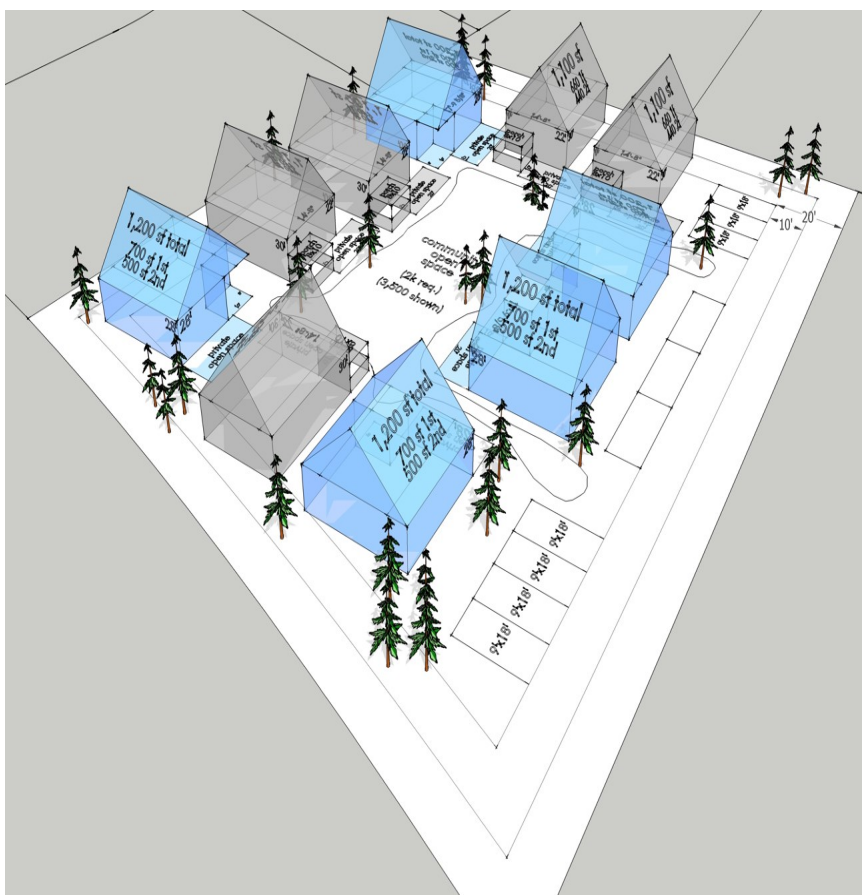
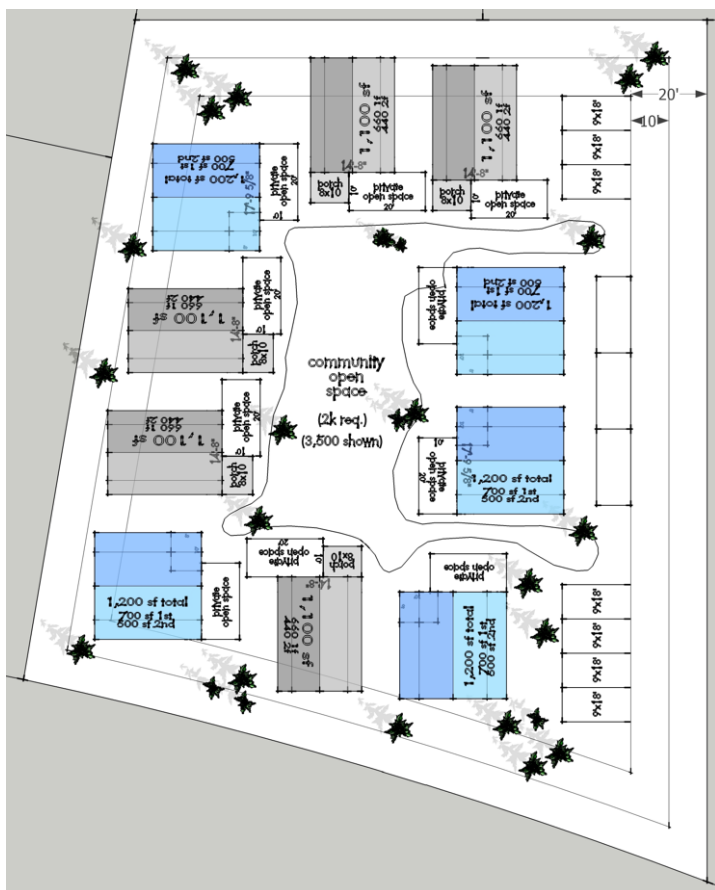
"AFFORDABLE HOUSING APPLICATION" History

-  Document created by Emily Freeborn (emily.freeborn@habitatskc.org)
2022-10-01 - 0:37:59 AM GMT
-  Document emailed to Brett D'Antonio (brett.dantonio@habitatskc.org) for signature
2022-10-01 - 0:38:26 AM GMT
-  Email viewed by Brett D'Antonio (brett.dantonio@habitatskc.org)
2022-10-01 - 0:38:54 AM GMT
-  Signer Brett D'Antonio (brett.dantonio@habitatskc.org) entered name at signing as Brett D'Antonio
2022-10-01 - 0:39:30 AM GMT
-  Document e-signed by Brett D'Antonio (brett.dantonio@habitatskc.org)
Signature Date: 2022-10-01 - 0:39:31 AM GMT - Time Source: server
-  Agreement completed.
2022-10-01 - 0:39:31 AM GMT



5. Project Site and Plans

- Site Plan overview
- Site rendering
- Cottage Home Plans





CITY OF ELLENSBURG
CATHERINE PARK

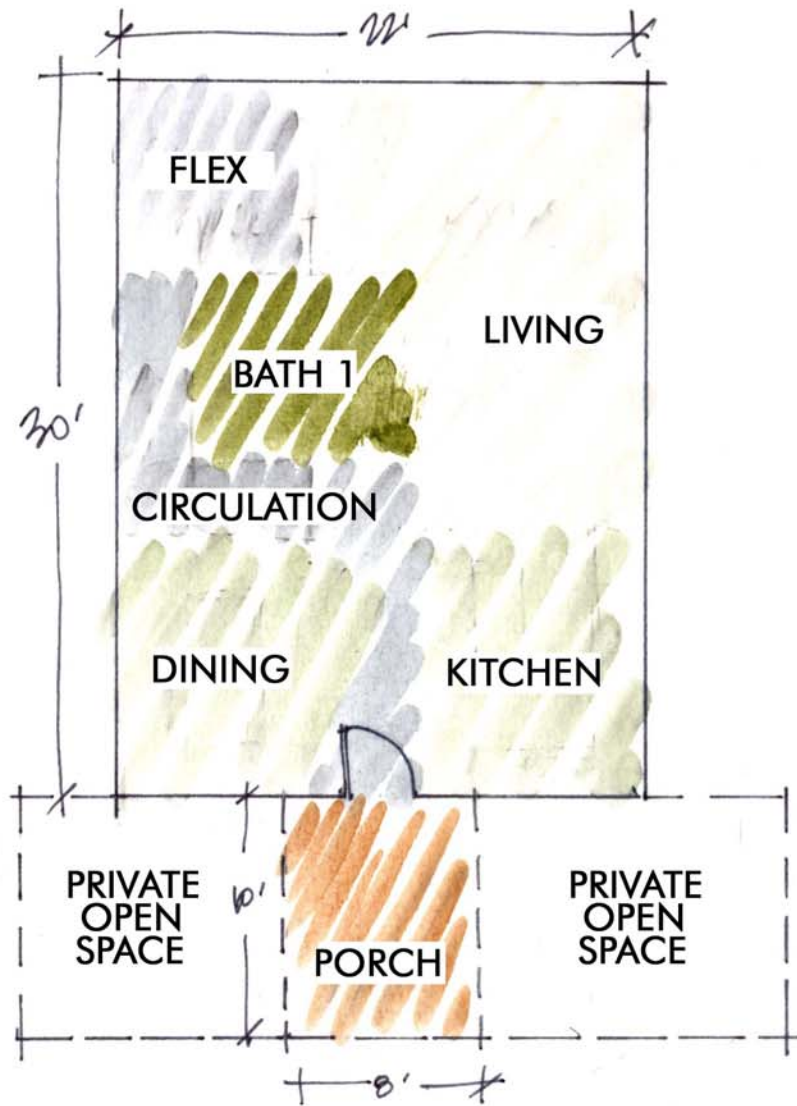
AFFORDABLE HOUSING APPLICATION | COTTAGE HOUSING
HABITAT FOR HUMANITY SEATTLE-KING & KITTITAS COUNTIES



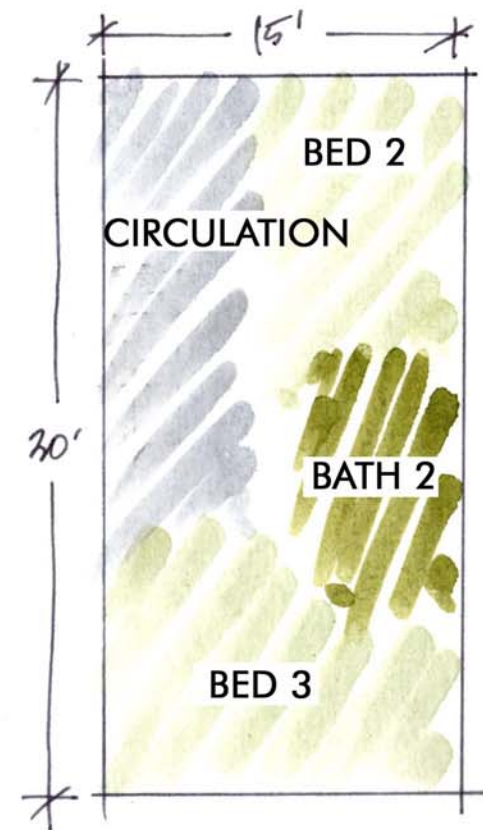
CITY OF ELLENSBURG
CATHERINE PARK

629 AFFORDABLE HOUSING APPLICATION | COTTAGE HOUSING
ABITAT FOR HUMANITY SEATTLE-KING & KITTITAS COUNTIES





MAIN FLOOR | 660 SF



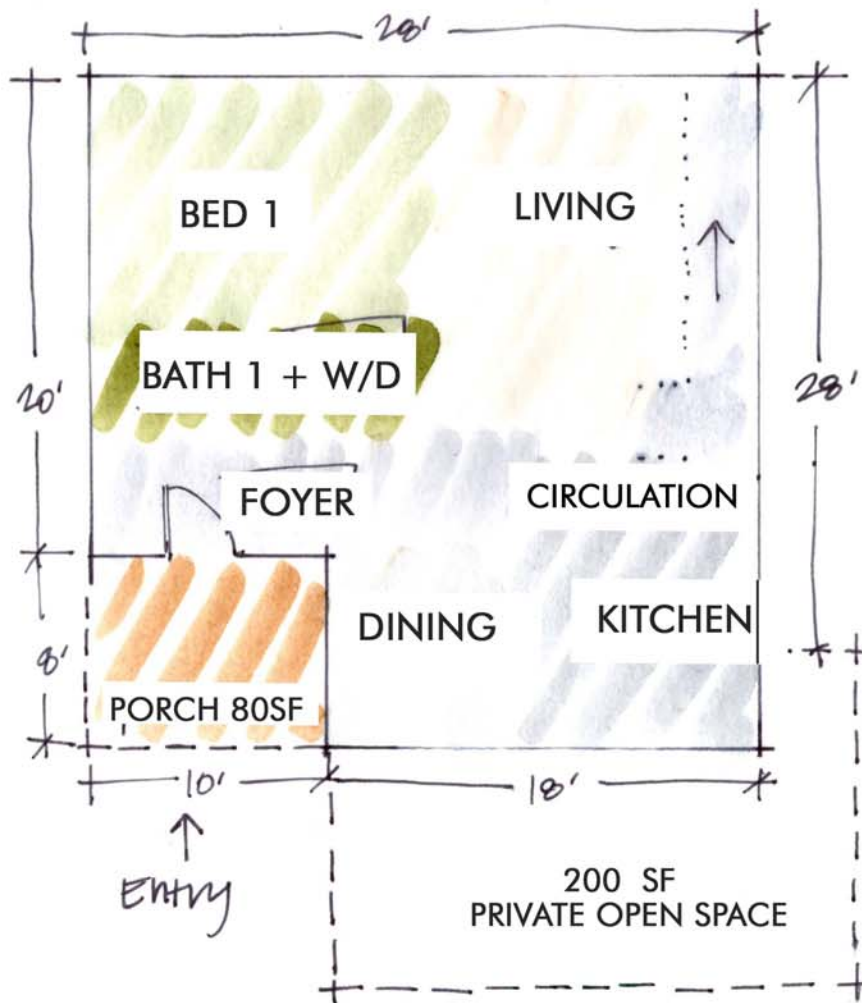
SECOND FLOOR | 450 SF

1,100 SF SCHEMATIC LAYOUT

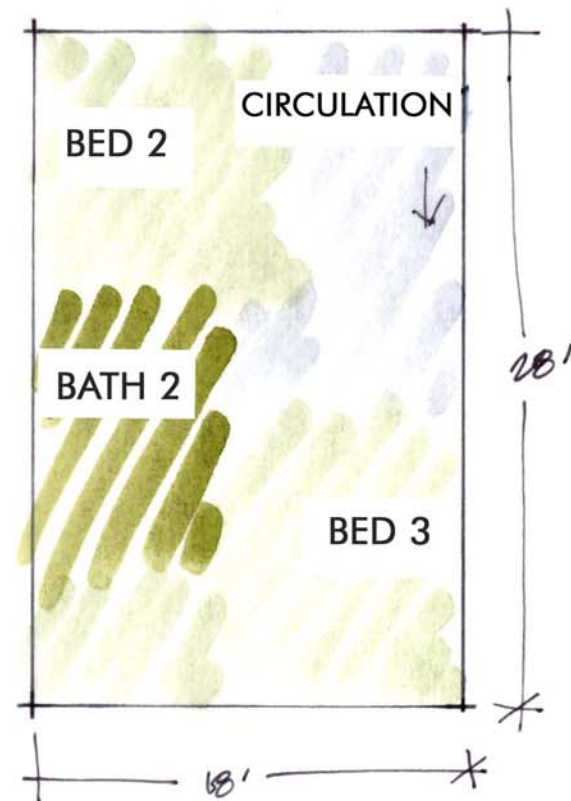
CITY OF ELLENSBURG
CATHERINE PARK

630 AFFORDABLE HOUSING APPLICATION | COTTAGE HOUSING
BITAT FOR HUMANITY SEATTLE-KING & KITTITAS COUNTIES





MAIN FLOOR | 700 SF



SECOND FLOOR | 500 SF

1,200 SF SCHEMATIC LAYOUT

CITY OF ELLENSBURG
CATHERINE PARK

631 AFFORDABLE HOUSING APPLICATION | COTTAGE HOUSING
BITAT FOR HUMANITY SEATTLE-KING & KITTITAS COUNTIES





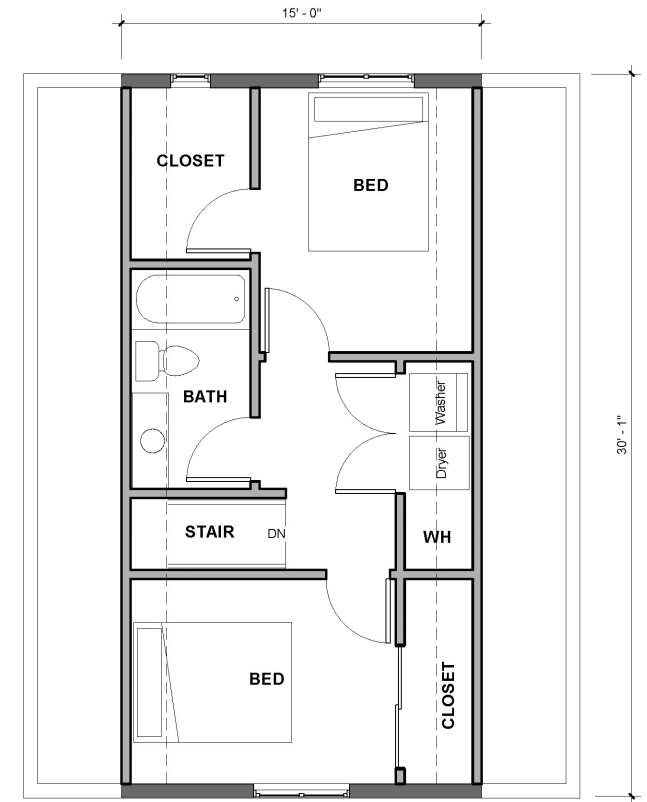
A = 1,110 SF LAYOUT
B = 1,200 SF LAYOUT

CITY OF ELLENSBURG CATHERINE PARK

AFFORDABLE HOUSING APPLICATION | COTTAGE HOUSING
HABITAT FOR HUMANITY SEATTLE-KING & KITTITAS COUNTIES



MAIN FLOOR | 660 SF



SECOND FLOOR | 450 SF

1,110 SF HEATED AREA
SCHEMATIC LAYOUT A

CITY OF ELLENSBURG
CATHERINE PARK

AFFORDABLE HOUSING APPLICATION | COTTAGE HOUSING
HABITAT FOR HUMANITY SEATTLE-KING & KITTITAS COUNTIES



CITY OF ELLENSBURG
CATHERINE PARK

AFFORDABLE HOUSING APPLICATION | COTTAGE HOUSING
HABITAT FOR HUMANITY SEATTLE-KING & KITTITAS COUNTIES



**COMMUNITY DEVELOPMENT DEPARTMENT
501 North Anderson Street, Ellensburg WA 98926**

MINUTES OF ELLENSBURG CITY AFFORDABLE HOUSING COMMISSION

Date and Time: Affordable Housing Commission meeting, February 8, 2023 - 4:30 p.m.

Place of Meeting: Hybrid Meeting In-person and via Zoom

Present (in-person): John Perrie, Sarah Beauchamp

Present (virtual): Sarah Bedsaul, Jordan Ruhle

Absent: Hannah Tower

Others Present: Jamey Ayling, Community Development Director; Kathy Boots, Planning Technician

Others Present Via Zoom: Kelle Dvorak Vandenberg, R bales, Andi Hochleutner, Emily, unknown phone number, Tim Henebree

1. CALL TO ORDER AND ROLL CALL OF MEMBERS

Ayling called the meeting to order at 4:33 pm. Roll call completed.

2. APPROVAL OF THE AGENDA

Commissioner Perrie made a motion to approve the agenda. **Motion passed 4-0.**

3. APPROVAL OF MINUTES

Commissioner Perrie made a motion to approve minutes from January 4, 2023, as presented. **Motion passed 4-0.**

4. NEW BUSINESS

A. Review Catherine Park Proposal – consider application submitted by Habitat for Humanity.

Ayling read staff report. Habitat for Humanity can apply for funding based on their application. Inversion Design withdrew their letter of interest. Request for proposals have been advertised several times.

Applicant presented proposal of 10 cottage style homes with \$675,000 requested. These will be two-bedroom, two bath units serving 20-30 people. The center of the development will have an open space to promote interaction. The owners of the cottages will help build them and will have

a HOA for affordable housing for 99 years. Habitat has the first option to buy cottages if owners move. There are no ADA units, but applicants other project will have ADA units. Units can be modified for ADA.

Public comment opened.

Robert Bale spoke about making sure the development will fit in the space.

Andi Hochleutner from CWHBA stated HOA fees and maintenance are partnered with the families.

Steven Greenfield spoke about five concerns. Number one-Neighbors will need noise, light, and visual separation. Number 2-There is concern over the need for overflow parking. Number 3- Concern over units being two story and having a visual, light, and sound impact. Number 4- Crosswalk and traffic light will be needed on University Way. Number 5- Southwest corner of Catherine Park needs to be blocked off so residents don't walk West along the hill. He requested the units be reduced from ten to eight with a larger open space. Request is denied, the lot will be used as efficiently as possible for housing.

Tim Henebree-1003 Chamath Lane agree with Mr. Greenfield. He is concerned over the area being small. The housing would double on that street and change from one story to two which isn't compatible with the neighborhood. He has light and sound concerns. Applicant responded and will consider the light and sound concerns during the planning phase.

Marsha Greenfield stated a barrier is essential, so her child does not endanger the public. She stated four of the cottages are against her fence which will disturb them with noise. Marsha was upset that nobody had reached out to her prior to these meetings and that the applicant did not attend the City Council meeting for the surplus. She did not feel welcome or heard at the City Council meeting. Commissioner Beauchamp and Bedsaul acknowledged her feelings regarding not feeling welcome at City Council and apologies were made. Commissioner Beauchamp will bring Marsha's reaction back to the City Council.

Commissioner Ruele asked about lighting and back porches. Applicant responded they will look at lighting and the cottages will not have a back porch.

Staff reports City Council will make the final decision on how many units will be allowed. After deliberation Commissioner Perrie motioned to move the proposal to City Council for property and monies as presented. **Motion passed 4-0.**

5. UNFINISHED BUSINESS

A. Housing Action Plan Implementation

Ayling reported the deadline is June 2023. At the next meeting the ordinance language will be reviewed.

6. CITIZEN COMMENT

None

7. STAFF UPDATE/DISCUSSION ITEMS

Monthly Budget Report was tabled until March meeting. There have not been any expenditures.

Update on applicants. Two were interviewed. One has reached out. Two have not had contact.

8. Commission Representative Update

Next meeting scheduled for March 1, 2023, 4:30 pm

9. Adjourned at 5:51 pm

March 8, 2023

Dear City Clerk,

Please add the following proposal to the agenda for the March 20th, 2023, City Council meeting. It would be preferable for the discussion to be placed in the agenda *before* the vote on the Catherine Park development, since it directly affects the awarding of the development.

BACKGROUND:

The Catherine Park affordable housing development, which proposes to tightly fit ten cottage-style houses into $\frac{3}{4}$ of an acre, is an important experiment for the city. However, it is essential the City Council commit to ameliorating the heavy and excessive burden that, under the current plan, will be absorbed by the Radio Hill neighborhood. In addition, the City Council needs to ensure the plan addresses essential pedestrian safety and stipulates that all safety measures are in place prior to move-in.

During the past six months, Radio Hill neighbors have attempted to discuss reducing the impact of the Catherine Park development on the surrounding community. While various parties have agreed to listen to feedback (Development Director Jamey Ayling, the Affordable Housing Commission, Habitat for Humanity), each of these has informed us that only the vote of the City Council can *require* action on the proposed design. Their sincere hopes to address these critical concerns are insufficient when ultimately they have no power to guarantee the issues will be addressed. We therefore request that the City Council respond to those concerns by voting on three high-priority issues:

THE ISSUES:

Light, Noise, and Green separation. Preserving the quality and character of the surrounding Radio Hill neighborhood is a stated goal of community development and zoning when considering a new development. Neighbors would like to see a green barrier, made of mature trees, to reduce the light, noise, and loss of property value caused by placing the development in our back yards. Stuart Meadows has a planned green barrier – and so should Catherine Park.

Parking: With only one standard-size parking space per cottage, Catherine Park will be in dire need of overflow parking for both residents and guests. Not only will there be insufficient parking for regular vehicles, but also there will be no parking whatsoever for RVs, campers, and other oversized vehicles. We hope Habitat can strike a deal with the KXLE Radio station for additional parking; however, even doubling the number of standard spaces to 20 will be insufficient.

Currently there is a walkway that runs between 1304 and 1306 Radio Rd and Catherine Park (this is the park access that City Council members insisted last August didn't exist), which was created in the 1980s by the City and maintained until several years ago. To prevent Radio Rd from becoming a parking lot for the Catherine Park development and placing an undue burden on the neighborhood, and to reduce noise and disruption, it is essential that this city-controlled walkway have its access retired or blocked.

Safety: There are numerous safety concerns of high import. It is crucial that all safety features be in place prior to resident move-in. There needs to be a crosswalk with a traffic light on University Way in front of the Catherine Park development, so that children (and adults) can cross safely. Westbound, traffic goes over a blind rise shortly before the entrance, quite possibly necessitating the installation of warning lights shortly before the rise. Eastbound traffic comes around a bend that also limits visibility.

Both represent a fatal accident waiting to happen. Moreover, sidewalk issues must be addressed. The "Gateway II" project only builds sidewalks from Pfenning Rd to Vista Rd, and that design does not include a crosswalk or crossing light. We understand that the group receiving the bid will be responsible for frontage sidewalks. However, that will still leave a considerable section of University between the development and Brick Rd with *no sidewalk*. The City must address this. Finally, it is essential that the City mandate that all safety projects are installed BEFORE people move into Catherine Park.

REQUEST FOR CITY COUNCIL:

The neighborhood properties of Radio Hill are requesting that the City Council mandate, in three separate votes, as part of their award of Catherine Park to Habitat for Humanity:

- 1) That lines of mature trees be planted to form a dense green separation on the West, North, and East sides of the Catherine Park development, and that this green separation be part of any proposed design submitted to the city.
- 2) That the existing city-controlled walkway that runs between 1304 and 1306 Radio Rd and Catherine Park be retired or blocked to prevent Radio Rd from becoming the de facto secondary parking lot for the Catherine Park development.
- 3) That a crosswalk and stop light at the Catherine Park development on University Way be installed prior to residents moving into the development. An extension of the Gateway II sidewalk from Vista Rd to Brick Rd should be planned, proposed, and budgeted.

Thank you for your consideration of this matter.

Sincerely,

Stephen Greenfield
Marcia Rorty-Greenfield
6 Viewpoint Rd, Ellensburg, WA 98926
(818) 262-2000



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: March 20, 2023

Item Title/Agenda Subject: Notice of Intent to commence annexation proceedings – parcels 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 668633, 858633, 658633, 538633 located at Anderson Road and Umptanum Road

Submitted by: Jamey Ayling Community Development

Recommended Action or Motion:

1. Consider notice of intent to commence annexation proceedings.
2. Set annexation area as shown on the attached map.
3. Direct simultaneous adoption of zoning as provided for in this agenda report.
4. Determine whether the City shall require the assumption of all or of any portion of existing city or town indebtedness by the area to be annexed.

Background/Summary: SUMMARY: A notice of intent to commence annexation (EXHIBIT 1) was received by the Community Development Department to consider annexation of parcels 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 668633, 858633, 658633, 538633 located at Anderson Road and Umptanum Road. The notice of intent consists of signatures from the owners of the property. This is a notice of intent for thirteen parcels with one property owner, MTA Holdings, LLC, and therefore the owner's signature is 100% of the total assessed property value.

BACKGROUND: A map of the parcel proposed to be annexed is attached to this report (EXHIBIT 2). Per Chapter 35A.14 RCW, City Council is to determine the following at this initial meeting:

1. Whether the City will accept, reject, or geographically modify the proposed annexation. Acceptance does not constitute approval, but rather affirms the process of consideration will continue. Once a geographic boundary has been set at this meeting, it cannot be expanded to include additional area.

2. Whether the City shall require the simultaneous adoption of the proposed zoning for the parcel proposed to be annexed.
3. Whether the City shall require the assumption of all, or part of, existing City indebtedness by the area, if annexed.

If Council agrees to move forward with the intent to annex, the requestor then files a petition for annexation with City Council. The petition is reviewed by City staff and must be sent to the County Auditor within three days of receipt of the petition. The Auditor must then certify the petition within a reasonable amount of time.

After receipt of the Auditor's certification of the petition to annex, Council may then schedule a public hearing to formally consider and act upon the proposed annexation. A decision to approve the annexation is implemented by ordinance, which may be given first reading at the conclusion of the public hearing.

Previous Council Action: N/A

Analysis: The proposed parcels to be annexed are not currently served by City utilities nor does the property have a Utility Extension Agreement. Once the property is annexed, further development will necessitate connection to City utilities. The parcels are bordered by City limits on the north and east sides.

There are eight parcels currently not included in the notice of intent to annex, parcel number 086833 owned by the City of Ellensburg parcel numbers 096833, 296833 owned by Charles Fischer and parcel numbers 408533, 428533, 418533, 438533, and 718633 owned by Les Bonke. Staff suggests the boundaries of the annexation be expanded to include these eight parcels and eliminate an island of County jurisdiction; annexation of these parcels would be a logical extension of the City and avoid creating islands of unincorporated areas within the Urban Growth Area boundaries.

Staff recommends Light Industrial (I-L) zoning for the parcels proposed to be annexed. These parcels are designated as Light Industrial and Industrial residential in the Comprehensive Plan and are adjacent to I-L zoning to the north and east of the parcels, the I-L zone is consistent with the Comprehensive

Plan designation.

Financial Impact:

If adopted this annexation request will add approximately 2 miles of laneways to maintain which will be an added cost for road maintenance.

Attachments:

[Exhibit 1 Notice of Intention](#)

[Exhibit 2 Proposed Annexation Area Map](#)

[Exhibit 3 City Suggested Annexation Boundaries Map](#)

[Exhibit 4 Comprehensive Plan Map](#)



Notice of Intention to Annex



Community Development Department

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

NOTICE OF INTENTION TO COMMENCE ANNEXATION TO THE CITY OF ELLENSBURG, WASHINGTON

TO: THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON

The undersigned, representing the ownership of more than ten percent of the acreage of the real property for which annexation is sought, as more particularly described below, hereby gives notice to the City Council of the City of Ellensburg, Washington, of their intent to commence annexation proceedings.

The City Council of the City of Ellensburg is hereby requested to set a date not later than 60 days after the date this NOTICE OF INTENTION is filed with the Community Development Department for a meeting with the initiating party to determine whether the city will accept, reject, or geographically modify the proposed annexation, whether it will require the simultaneous adoption of a proposed zoning regulation, and whether it will require the assumption of all or any portion of existing city indebtedness by the area sought to be annexed.

Information regarding real property for which annexation is sought:

See Attached	Ellensburg, WA 98926
<i>(Street address of property)</i>	<i>(City, State, Zip Code)</i>

12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 668633, 858633, 658633, 538633	105.22 - See Attached
<i>(Parcel Number)</i>	<i>(Acreage)</i>

See Attached
<i>(Legal)</i>

Respectfully submitted:

(Signature of Initiator of Annexation)

Mark T. Anderson
<i>(Printed Name of Initiator of Annexation)</i>

PO Box 99
<i>(Petitioner's Address)</i>

Ellensburg, WA 98926
<i>(City, State, Zip Code)</i>

509-925-9818
<i>(Phone number)</i>

<i>(Date Signed)</i>

*** List this same information for all signers representing the ownership of at least 10% of the most recent assessed valuation of the real property for which annexation is sought. Attach additional sheets, as necessary.*

*** Provide a location map identifying the area you are requesting to be annexed.*

(Signature of Petitioner)

(Printed Name of Petitioner)

(Petitioner's Address)

(City, State, Zip Code)

(Phone number)

(Date Signed)

(Signature of Petitioner)

(Printed Name of Petitioner)

(Petitioner's Address)

(City, State, Zip Code)

(Phone number)

(Date Signed)

(Signature of Petitioner)

(Printed Name of Petitioner)

(Petitioner's Address)

(City, State, Zip Code)

(Phone number)

(Date Signed)

(Signature of Petitioner)

(Printed Name of Petitioner)

(Petitioner's Address)

(City, State, Zip Code)

(Phone number)

(Date Signed)

(Signature of Petitioner)

(Printed Name of Petitioner)

(Petitioner's Address)

(City, State, Zip Code)

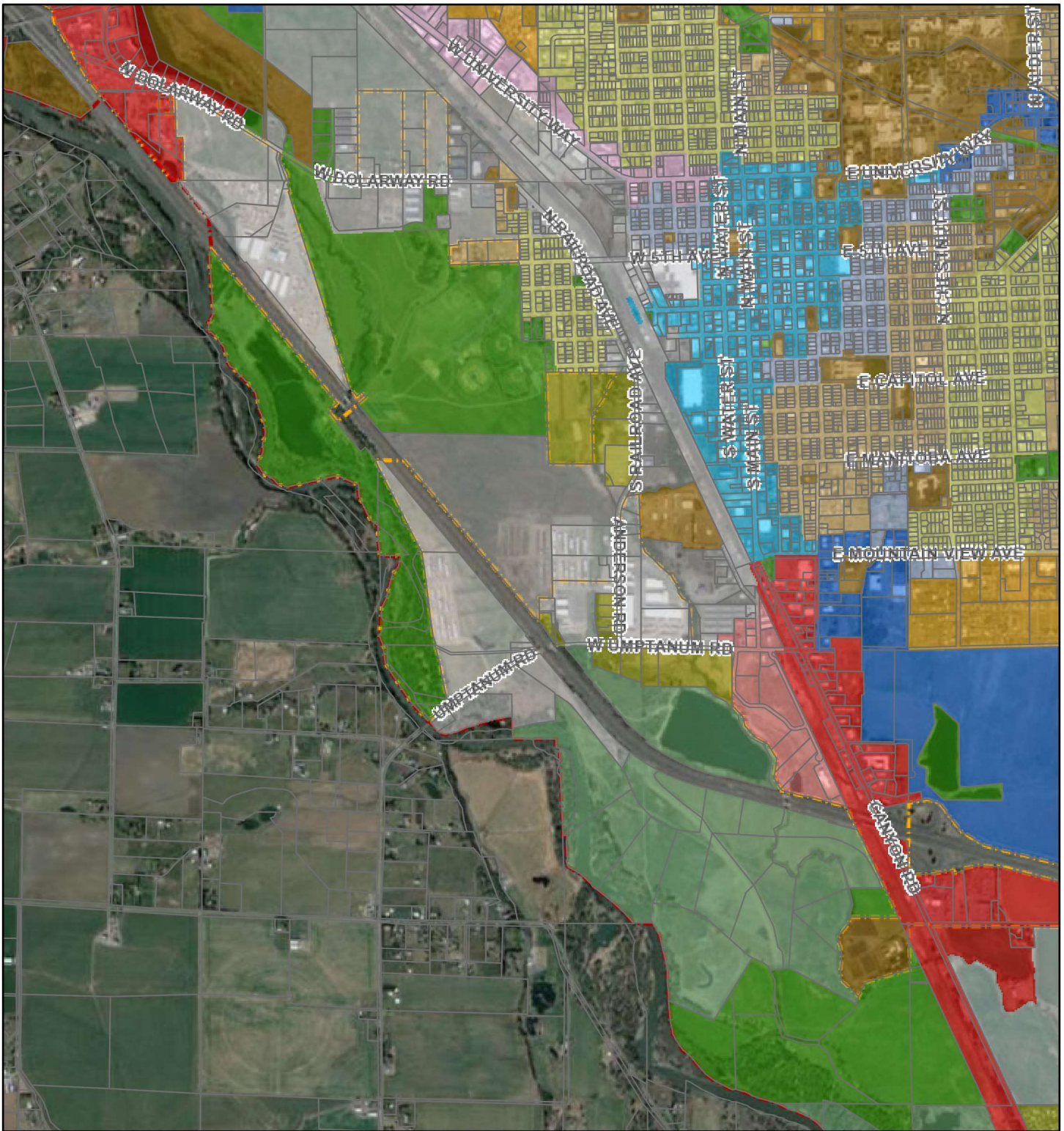
(Phone number)

(Date Signed)



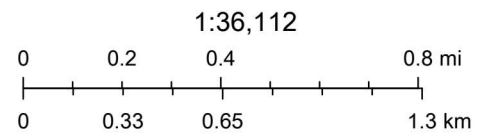


Comprehensive Plan Map



3/7/2023, 3:52:47 PM

- | | |
|----------------------------------|---------------------------------|
| County Parcels | Urban center |
| Major Arterial | Community mixed use |
| Land Use Designations | Industrial residential |
| Residential neighborhood | Neighborhood commercial |
| Blended residential neighborhood | Mixed business park |
| Urban neighborhood | General commercial and services |
| Neighborhood mixed use | |



Google Maps



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: March 20, 2023

Item Title/Agenda Subject: Notice of Intent to commence annexation proceedings – parcel 946133 located at 1501 W Dolarway Road

Submitted by: Jamey Ayling Community Development

Recommended Action or Motion:

1. Consider notice of intent to commence annexation proceedings.
2. Set annexation area as shown on the attached map.
3. Direct simultaneous adoption of zoning as provided for in this agenda report.
4. Determine whether the City shall require the assumption of all or of any portion of existing city or town indebtedness by the area to be annexed.

Background/Summary: SUMMARY: A notice of intent to commence annexation (EXHIBIT 1) was received by the Community Development Department to consider annexation of parcel 946133 located at 1501 W Dolarway Road. The notice of intent consists of signatures from the owners of the property. This is a notice of intent for one parcel with one property owner, therefore the owners' signature is 100% of the total assessed property value.

BACKGROUND: A map of the parcel proposed to be annexed is attached to this report (EXHIBIT 2). Per Chapter 35A.14 RCW, City Council is to determine the following at this initial meeting:

1. Whether the City will accept, reject, or geographically modify the proposed annexation. Acceptance does not constitute approval, but rather affirms the process of consideration will continue. Once a geographic boundary has been set at this meeting, it cannot be expanded to include additional area.
2. Whether the City shall require the simultaneous adoption of the proposed zoning for the parcel proposed to be annexed.
3. Whether the City shall require the assumption of all, or part of, existing City indebtedness by the area, if annexed.

If Council agrees to move forward with the intent to annex, the requestor then files a petition for annexation with City Council. The petition is reviewed by City staff, and must be sent to the County Auditor within three days of receipt of the petition. The Auditor must then certify the petition within a reasonable amount of time.

After receipt of the Auditor's certification of the petition to annex, Council may then schedule a public hearing to formally consider and act upon the proposed annexation. A decision to approve the annexation is implemented by ordinance, which may be given first reading at the conclusion of the public hearing.

Previous Council Action: None

Analysis: The proposed parcel to be annexed is not currently served by City utilities nor does the property have a Utility Extension Agreement. Once the property is annexed, further development will necessitate connection to City utilities. The parcel is bordered by City limits on the north, west and east sides. Approval of this annexation would reduce an island of County jurisdiction; therefore, annexation of this parcel would be a logical inclusion of the City. There are two parcels currently not included in the notice of intent to annex, parcel number 936133 owned by Melvin Ringel and parcel number 266133 owned by Larry Birdwell. If the boundaries of the annexation were expanded to include these two parcels it would eliminate an island of County jurisdiction, and annexation of these parcels would be a logical extension of the City. Neither property owner is interested in joining the annexation and the property value does not favor the 60% rule to force annexation.

Staff recommends Regional Center Mixed Use (RCMU) zoning for the parcels proposed to be annexed. These parcels are designated as Community Mixed Use in the Comprehensive Plan and are adjacent to I-L zoning to the east and west of the parcels, and the RCMU zone is consistent with the Comprehensive Plan designation.

Financial Impact: No fiscal impact at this time.

Attachments:

Exhibit 1 Notice of Intention

Exhibit 2 Map of Proposed Annex Area



Notice of Intention to Annex

RECEIVED
2/10/23
COMMUNITY
DEVELOPMENT

PF-04
FORM

Community Development Department

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

P23-018

NOTICE OF INTENTION TO COMMENCE ANNEXATION TO THE CITY OF ELLENSBURG, WASHINGTON

TO: THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON

The undersigned, representing the ownership of more than ten percent of the acreage of the real property for which annexation is sought, as more particularly described below, hereby gives notice to the City Council of the City of Ellensburg, Washington, of their intent to commence annexation proceedings.

The City Council of the City of Ellensburg is hereby requested to set a date not later than 60 days after the date this NOTICE OF INTENTION is filed with the Community Development Department for a meeting with the initiating party to determine whether the city will accept, reject, or geographically modify the proposed annexation, whether it will require the simultaneous adoption of a proposed zoning regulation, and whether it will require the assumption of all or any portion of existing city indebtedness by the area sought to be annexed.

Information regarding real property for which annexation is sought:

1501 W Dolarway Road	Ellensburg, WA 98926
<i>(Street address of property)</i>	<i>(City, State, Zip Code)</i>
946133	17.67
<i>(Parcel Number)</i>	<i>(Acreage)</i>
ACRES 17.67, CD. 8959; SEC. 34; TWP. 18; RGE. 18; SW1/4 SE1/4 TAX NO. 24	
<i>(Legal)</i>	

Respectfully submitted:

	Solar Dolar, LLC - Joel Greear
<i>(Signature of Initiator of Annexation)</i>	<i>(Printed Name of Initiator of Annexation)</i>
1410 W Dolarway Road, Suite 301	Ellensburg, WA 98926
<i>(Petitioner's Address)</i>	<i>(City, State, Zip Code)</i>
509-899-7371	12/27/2022
<i>(Phone number)</i>	<i>(Date Signed)</i>

**** List this same information for all signers representing the ownership of at least 10% of the most recent assessed valuation of the real property for which annexation is sought. Attach additional sheets, as necessary.**

**** Provide a location map identifying the area you are requesting to be annexed.**

	Solar Dolar, LLC - Joel Greear
(Signature of Petitioner)	(Printed Name of Petitioner)
1410 W Dolarway Road, Suite 301	Ellensburg, WA 98926
(Petitioner's Address)	(City, State, Zip Code)
509-899-7371	12/27/2022
(Phone number)	(Date Signed)
	Solar Dolar, LLC - Jeff Greear
(Signature of Petitioner)	(Printed Name of Petitioner)
1410 W Dolarway Road, Suite 301	Ellensburg, WA 98926
(Petitioner's Address)	(City, State, Zip Code)
509-607-3235	12/27/2022
(Phone number)	(Date Signed)
	Solar Dolar, LLC - Aaron Greear
(Signature of Petitioner)	(Printed Name of Petitioner)
1410 W Dolarway Road, Suite 301	Ellensburg, WA 98926
(Petitioner's Address)	(City, State, Zip Code)
509-929-3980	12/27/2022
(Phone number)	(Date Signed)
_____ (Signature of Petitioner)	_____ (Printed Name of Petitioner)
_____ (Petitioner's Address)	_____ (City, State, Zip Code)
_____ (Phone number)	_____ (Date Signed)
_____ (Signature of Petitioner)	_____ (Printed Name of Petitioner)
_____ (Petitioner's Address)	_____ (City, State, Zip Code)
_____ (Phone number)	_____ (Date Signed)

EXHIBIT 2





MANAGER'S REPORT

DATE: March 20, 2023

To: Ellensburg City Council

FROM: Terry Weiner, Asst. City Manager/City Attorney for Heidi Behrends
Cerniwey, City Manager

1. **Waste Management Spring Cleanup Days** - The Waste Management contract with the City of Ellensburg provides for a fall and spring waste disposal coupon program. The coupons are valid for each Waste Management customer (one per subscribing household) to self-haul to the County Transfer Station. Customers are required to show proof of residency. Coupons have been mailed out and are available at City Hall. This spring's event is scheduled for April 1-8, 2023. Waste Management customers within the city limits who are unable to haul garbage to the transfer station because of disability may request curbside collection of extra garbage during Spring Cleanup Days by calling the City of Ellensburg at 509-962-7230.
2. **The Public Works and Utilities (PW&U) offices will be closed to business on Wednesday, April 5th, from 8:00 a.m. to 3:00 p.m.** The Public Works and Utilities administration personnel, as well as forepersons from electric, natural gas, sewer, shop and warehouse, street, and water divisions, will be in a staff retreat. Personnel from the City Manager's office will answer the PW&U main telephone lines during this time.
3. **Calvary Church Outside Utility Extension Agreement** - Staff requests Council set a public hearing for the Calvary Church Outside Utility Extension Agreement (Kittitas County parcel numbers 06473 and 194734) for the April 3, 2023 Council meeting.