

COUNCIL AGENDA

Monday, July 19, 2021



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COUNCIL MEETING GUIDELINES FOR PUBLIC PARTICIPATION

All City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at www.ectv2.com or on YouTube at [ECTV Ellensburg](http://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 invite with a phone number for the meeting.

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

SUBMISSION OF WRITTEN COMMENTS

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

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

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_v4lYBfYCSIGlu8TVDe7jSg

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

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

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

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

1. Each speaker's comments are to be limited to 3 MINUTES.
2. Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.
3. Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office, or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).

Please note: City Council Rules provide that no action will be taken by the Council at the meeting at which a subject is first introduced during the citizen comment period (Item 7 on the Agenda). You may wish to concisely state your concern and request placement of your matter on a future agenda.

CONSENT AGENDA

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

AGENDA ITEMS

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

PUBLIC HEARINGS

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

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.

AMERICANS WITH DISABILITIES ACT

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

**CITY OF ELLENSBURG
COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And Remotely via Zoom
Monday, July 19, 2021
6:00 PM – Study Session
7:00 PM - Regular Meeting**

Study Session (no public comment will be accepted)

1. **Call to Order and Roll Call**
 2. **Housing Action Plan Discussion**
-

Regular Meeting

Pledge of Allegiance

1. **Call to Order and Roll Call**
2. **Proclamations**
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 July 6, 2021 Regular Meeting
7-6-21 Council Minutes Regular Mtg | 8 |
| 5.B Approve Minutes of July 6, 2021 Study Session
7-6-21 Council Minutes Study Session | 12 |
| 5.C Acknowledge Minutes of the Diversity, Equity and Inclusion Commission - June 22, 2021
6-22-21 DEI Commission Minutes | 13 |
| 5.D Acknowledge Minutes of Landmarks & Design Commission - April 6, May 4 and May 18, 2021
4-6-21 Landmarks & Design Commission Minutes
5-4-21 Landmarks & Design Commission Minutes | 17 |

5-18-21 Landmarks & Design Commission Minutes

5.E	Acknowledge Minutes of the Lodging Tax Advisory Committee - June 2, 2021 Lodging Tax Advisory Committee Minutes 6-2-21	34
5.F	Acknowledge Minutes of Parks & Recreation Advisory Commission - March 10, 2021 3-10-21 Parks & Recreation Minutes	35
5.G	Approved University Way Banner Request for City of Ellensburg - Be Heard Eburg - August 2 - 15, 2021 University Way Banner Request - Be Heard Eburg	36
5.H	Approval of the 2021 - 2023 Interlocal Agreement between Kittitas Valley Fire and Rescue and the City of Ellensburg for Cabulance Service. Cabulance KVFR Interlocal Agreement 2021 - 2023	37
5.I	Approval of the 2021 - 2023 Interlocal Agreement between Central Washington University and the City of Ellensburg for Central Transit services COE CWU - CENTRAL TRANSIT AGREEMENT 2021-2023	45
5.J	Agreement between Prestige Senior Living at Hearthstone and the City of Ellensburg for Cabulance service HEARTHSTONE CABULANCE AGREEMENT 2021 - 2023	61
5.K	Project Acceptance Bid Call #2020-10, WWTF Surface Aerator Procurement	68
5.L	Agreement with Ellensburg Rugby Club for Improvements at West Ellensburg Park Agreement with Ellensburg Rugby Club Exhibit A Rugby Field at West Ellensburg Park	69
5.M	Project Acceptance - Bid Call 2020-16 North Campus Signalization Project	75
5.N	Approve Voucher Listing for July 19, 2021 7-19-21 Voucher Listing	77

6. Petitions, Protests, and Communications

6.A	COVID-19 Update	
6.B	City Board & Commission Term Limit Subcommittee Recommendations Ad Hoc Sub-Committee Recommendations Ad Hoc Sub-Committee Recommendations Table	78

7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

8.A	Resolution Authorizing Dolarway property sale Purchase and Sale Agreement Resolution Approving Sale of Dolarway Parcel A to KGI Northwest	83
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9. Introduction and Adoption of Ordinances and Resolutions

- 9.A [Second reading of Ordinance 4874 approving rezone request 21-049, submitted by Brandon and Sarah Bedsaul, property owners.](#) 98
[Ord 4874 2nd rdng](#)
- 9.B [Resolution to reject all bids for Bid Call 2021-09](#) 109
[Resolution - Reject all bids for WWTF Roof and HVAC Replacement](#)

10. Unfinished Business

11. New Business

- 11.A [2021/2022 Arts Commission Spending Plan](#) 111
- 11.B [Arts Commission Grant Application for American Rescue Planning Fund](#) 114
- 11.C [Annual Comprehensive Plan Amendment Docketing](#) 116
[Proposal 21-01 Annual 6-year CIP Update](#)
[Proposal 21-02 DEI Chapter](#)
[Proposal 21-03 Housing Chapter - Emergency Shelter Support](#)
[Proposal 21-04 Housing Chapter Demographics Update](#)
[Proposal 21-05 Telecom Utility Comp Plan Amendment](#)
[Proposal 21-06 EBDA Economic Development Chapter Update](#)
[Proposal 21-07 EDA Promenade Proposal](#)
[Proposal 21-08 Audubon Society - Renewable Energy](#)
[Proposal 21-09 Dunbar Gas Utility Evaluation](#)
[Proposal 21-10 Kuchin Future Commercial Land Use](#)
[Proposal 21-11 Future Industrial Land Use in UGA](#)
- 11.D [Surplus Real Estate Review](#) 173
[City Property Overview](#)

12. Miscellaneous

- 12.A [Manager's Report](#) 181
[7-19-21 MANAGERS REPORT](#)
- 12.B [Councilmembers' Reports](#)

13. Executive Session

- 13.A To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an

official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

13.B Per RCW 42.30.110(1)(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

Next Ord. 4875
Next Res. 2021-21



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

July 6, 2021

7:00 PM

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

Pledge of Allegiance

Councilmember Lillquist led the Pledge of Allegiance

1. Call to Order and Roll Call

Roll Call Present: Stacey Engel, Nancy Goodloe, Nancy Lillquist, David Miller, Mary Morgan, Bruce Tabb

Absent: Tristen Lamb

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

Others present in person: City Manager Behrends Cerniwey; City Attorney Weiner; City Clerk Leader; Executive Assistant Gigstead; Community Development Director Sackett; McKenzie Carter and Dr. Mark Larson with Kittitas County Health Department; Matthew Stalder and approximately three members of the public.

Others present remotely via Zoom: Sarah Bedsaul; and

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

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

5. Consent Agenda

5.A. Approve Minutes of the June 21, 2021 Regular Meeting

5.B. Approve Minutes of the June 28, 2021 Special Meeting

5.C. Acknowledge Minutes of the Diversity, Equity and Inclusion Commission - June 8, 2021

5.D. Acknowledge Minutes of Landmarks & Design Commission - January 19, March 2 and March 16, 2021

5.E. Acknowledge Minutes of the Utility Advisory Committee - May 20, 2021

5.F. Resolution 2021-17 - 506 N Anderson St - Chachava street tree removal

5.G. Natural Gas System Plan 2021-2026 Report

5.H. Bid Award – Bid Call No. 2021-06 - 2021 Residential Sidewalk Repair Program

5.I. Approve Voucher Listing for July 6, 2021

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

6. Petitions, Protests, and Communications

6.A. COVID-19 Update

McKenzie Carter and Dr. Mark Larson with the Kittitas County Health Department reported on vaccination rates, which are 41.5% fully vaccinated in Kittitas County and the Delta variant.

6.B. Board and Commission Appointments

Councilmember Mary Morgan moved to Approve confirming the Mayor's appointment of Edward Bracken to the Senior Citizen Advisory Committee. **Motion Approved 6-0.**

7. Citizen Comment on Non-agenda Issues.

No citizens requested to speak on non-agenda issues.

8. Business Requiring Public Hearings

8.A. Rezone Application P21-049, submitted by Brandon and Sarah Bedsaul, property owners – Closed Record Hearing (quasi-judicial); and First reading of an Ordinance approving rezone application P21-049.

The Mayor opened the public hearing.

Community Development Director, Kirsten Sackett, presented information in the staff report. Applicant Sarah Bedsaul attended to answer questions.

With no questions or comments from the public, the Mayor closed the public hearing.

Councilmember Nancy Lillquist moved to Approve Rezone request P21-049 from Residential-Suburban to Residential-Low zoning, and adopt the Hearing Examiner's

Findings of Fact, Conclusions of Law and Decision and Conditions of Approval. **Motion Approved 6-0.**

Councilmember Nancy Lillquist moved to Approve first reading of Ordinance 4874. **Motion Approved 6-0.**

9. Introduction and Adoption of Ordinances and Resolutions

9.A. Resolution to Rescind Resolution 2020-05 (COVID-19 Declaration of Emergency)
City Attorney, Terry Weiner, presented information in the staff report. The City Attorney read Section 6 changes in the Resolution.

Councilmember Nancy Lillquist moved to Approve adoption of Resolution 2021-20 rescinding Resolution 2020-05. **Motion Approved 6-0.**

10. Unfinished Business

10. A. Affordable Housing Commission's Recommendation on City Property Contribution for Affordable Housing.
Community Development Director, Kirsten Sackett, presented information in the staff report.

Applicant Matthew Stalder spoke on behalf of his proposed project.

Council asked questions of the applicant and staff. There was discussion regarding the letter of intent and potential requirements to include.

Council expressed a desire to review accessible apartment units, height options, and potential inclusion of one and two bedroom apartments. The applicant and staff were requested meet and review potential options that could be presented to Council before approving the award letter.

11. New Business

11.A. Appointment Process for Council Position 6
City Manager, Heidi Behrends Cerniwey, presented information regarding the proposed process and schedule for accepting applications.

Councilmember Mary Morgan moved to Approve the process and schedule for Councilmember Seat 6 appointment as outlined in the agenda. **Motion Approved 6-0.**

12. Miscellaneous

12.A. Manager's Report
The City Manager reviewed the report.

Councilmember Stacey Engel moved to Approve setting one hour study sessions prior to the regular second meeting of each month, from July 19 to December 20, 2021. **Motion Approved 6-0.**

12.B. Councilmembers' Reports

- Councilmember Engel thanked the IT department for their efforts of organizing hybrid meetings;
- Councilmember Lillquist reported the Yakima Basin Fish & Wildlife Recovery Board will be giving tours of the lower Yakima River;
- Councilmember Miller attended the County Homelessness & Affordable Housing Committee meeting;
- Councilmember Goodloe reported on the Community Recovery Committee and is working with CWU staff on DEI issues.

Councilmember Stacey Engel moved to Approve an excused absence for Councilmember Goodloe on July 19, 2021. **Motion Approved 6-0.**

13. Executive Session

13.A. Per RCW 42.30.140, to consider collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement

Council recessed to Executive Session at 8:46 pm. Discussion was anticipated to last approximately fifteen minutes. The Executive Session convened at 8:49 pm.

Council reconvened at 9:04 pm.

14. Adjournment

Meeting adjourned at 9:04 pm.

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Study Session

July 6, 2021

6:00 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

and remotely via Zoom

Roll Call Present: Stacey Engel, Nancy Goodloe, Nancy Lillquist, David Miller, Mary Morgan, Bruce Tabb

Absent: Tristen Lamb

Councilmember Nancy Goodloe moved to Approve an excused absence for Councilmember Lamb for the study session. **Motion Approved 6-0.**

Others present in person: City Manager Behrends Cerniwey; City Attorney Weiner; City Clerk Leader and two members of the public

Others present remotely via Zoom: EBDA Executive Director, Margaret Reich and one member of the public

Incubator Building Sale Use of Funds Discussion

The City Attorney reported sale of the incubator property has closed and payment has been received. City Manager Behrends Cerniwey presented information in the staff report.

Mayor Tabb reported on possibilities for collaboration with the County and surrounding cities for update of the 2009 TIP Strategies Economic Development Strategy Plan.

Council discussed options for future planning, use of funds and collaboration with the County. There was discussion regarding funding \$75,000 for an update of the Strategy Plan and currently take no action on the \$700,000 for projects until the study is finalized and Council discusses further.

Council directed staff to return with a document indicating a commitment up to \$75,000 to the collaborative effort toward an update of the Economic Development Strategic Plan that Council can act upon and Council would not expend the \$700,000 funding until the TIP Strategies Report is completed and accepted.

Adjournment

Meeting adjourned at 6:50 pm.

Mayor

ATTEST:

City Clerk



DIVERSITY, EQUITY & INCLUSION COMMISSION (DEI)
June 22, 2021 Regular Meeting
(3:00 to 4:30 p.m.) Remote Meeting via Zoom

Members Present: Veronica Acevedo, Daniel Amos, Delores (Kandee) Cleary, Sara Omrani, Tylene Carnell and Nancy Goodloe (chair)

Members Absent: Landis Hanson

Also present: Kirsten Sackett, Community Development Director; Stacey Henderson, Senior Planner; Nicole Klauss, Public Information Officer (Recording Secretary); and 1 member of the public.

1. CALL TO ORDER / INTRODUCTIONS

Chair Nancy Goodloe called the meeting to order at 3:01 p.m.

2. APPROVAL OF AGENDA

Commissioner Veronica Acevedo moved to approve the agenda as presented. Commissioner Tylene Carnell seconded. All in favor; motion passed.

3. APPROVAL OF MINUTES FROM JUNE 8, 2021 MEETING

Motion: Commissioner Sara Omrani moved to approve the minutes from the June 8, 2021 DEI Commission Meeting, and Commissioner Daniel Amos seconded. Five members voted in favor and one abstained due to an absence; motion passed.

NEW BUSINESS

4. LGBTQ+ FLAG BURNING INCIDENT, ELLENSBURG CITY COUNCIL STATEMENT, UNFURLING OF LARGE FLAG AT CWU

City Public Information Officer Nicole Klauss talked about the LGBTQ+ flag burning incident at CWU and said the Ellensburg City Council put out a statement. Klauss said that Commissioner Carnell helped bring the Seattle Pride Fest's large LGBTQ Pride Flag to campus for the unfurling event.

Commissioner Kandee Cleary said the student has been arrested and was being charged with stealing with university property and destroying university property, and it's up to the prosecutor to decide if the student will be charged with a hate crime. The student will also have to go through the university's student conduct process.

The commission discussed the incident and the definition of a hate crime offense according to RCW 9A.36.080.

Commissioner Carnell asked if there is a protocol or steps to take if the DEI Commission wants to put out a statement for any incident. Community Development Director Kirsten Sackett said the commission could schedule a special meeting with at least 24 hours of notice to the public and could then discuss it.

5. DISCUSS COMPREHENSIVE PLAN UPDATES

Sackett said Senior Planner Stacey Henderson will take the lead on writing the narrative portion of the DEI chapter of the comprehensive plan. She will have a draft in the next few weeks. Sackett said those who previously volunteered to help with the narrative portion will be asked to review it for feedback via



email or meet as a subcommittee via Zoom. Commissioners Amos and Cleary both said they could be available to help.

Sackett said staff is putting together a docket item for the comprehensive plan submission deadline of June 30, and Council dockets on July 19. Sackett's goal is to have a final draft of the DEI chapter by the commission's second meeting in August that could be used to start the SEPA process. Surveys might still be going on. There are two weeks of state agency public comment, and then it goes out to the public for three weeks. There will also be a public hearing at a planning commission meeting. Edits can be requested at the public meeting and there could still be edits made based on public comment before it goes to planning commission in September and Council in October. There is slight flexibility to push that one month.

6. REVIEW COMMUNITY ENGAGEMENT QUESTIONS & FINALIZE

Klauss reviewed the ways questions can be asked on the Be Heard Eburg community engagement platform.

The commission reviewed the questions from the Diversity, Equity and Inclusion Council Subcommittee's listening tour, and made a couple of minor edits to the wording to come up with the questions to ask the community:

1. Do you feel welcome in Ellensburg? Why or why not? Are there people, places or events that stand out to you? What things could make you feel more welcome (ex. A multicultural festival)?
2. Please describe any situation or events in Ellensburg that make you feel unwelcome, or even unsafe here.
3. The number of people in our community is growing and becoming more diverse. What would you like to see the city do to be better prepared today for the changing demographics happening now and in the future?
4. Not everyone in Ellensburg has access to what they need to reach their full potential. How can we as a city, as a community, do better at being a place where everyone has the chance to flourish?
5. What is the best way for us to get information to you?
 - a. Email
 - b. Social media
 - c. U.S. Mail
 - d. Meetings
 - e. _____other (Please fill in the blank)
6. What is the best way for you to share information with us?
 - a. Email?
 - b. Social media?
 - c. U.S. Mail
 - d. Meetings?
 - e. _____other (Please fill in the blank)



The commission expressed interest in adding questions about race, ethnicity, gender identity, sexual orientation and age to the registration process on Be Heard Eburg.

Sackett brought up community outreach and said the commission members will be sharing the survey out to their network. Staff will come up with an email body they can forward on with the website link.

Sackett mentioned it's possible the governor is going to open the ability to meet in person and asked whether the commission would like to have additional listening tour sessions or other avenues for getting feedback besides the online component. Commissioner Omrani said in-person things are good for community building.

Sackett said the commission can try to host in-person meetings in July, August and early in September to get that feedback included in the comprehensive plan chapter. Depending on turnout there is nothing to stop the group from continuing to hold listening sessions even after that, and additional feedback could potentially be included in the following year's plan updates. Having those conversations may be beneficial whether it ends up in the plan or not.

Sackett asked the commission to think about what it would take to have some of those listening sessions, what people are able to do, and what groups they want to reach out to.

Klauss said we should know about meeting in person before the next commission meeting. Sackett said at that meeting we can discuss what the commission wants to do with the listening sessions.

Sackett asked the commission to think about other methods for engaging the community. Chair Goodloe suggested doing some things at the university. Commissioner Amos said the commission is so diverse, and one of the ways to take advantage of it is having 1:1 conversations with people to get information.

Commissioner Omrani suggested once a month office hours at City Hall where someone could potentially be on site during set hours to take feedback.

Chair Goodloe asked if physical copies of the survey would be available in person for those who do not have internet access. Staff indicated there could be printed copies at City Hall.

Commissioner Acevedo suggested sending it out with utility bills.

Commissioner Carnell suggested there might there might be an ability to target different languages. Commissioner Acevedo said she could help translate the survey questions into Spanish.

Chair Goodloe suggested creating a banner that says Be Heard Eburg to hang over University Way. Sackett said we need to follow up to see if there's availability for a banner spot.

7. STAFF REPORT



Klauss said the commission will be asked at their next meeting to review a policy about appointment to boards and commissions. Klauss also mentioned this commission will be taking over writing the heritage month proclamations for the City.

Chair Goodloe reported on National Race Unity Day.

8. PUBLIC COMMENT

Chair Goodloe called for public comment; there was none.

The meeting adjourned at 4:30 p.m.

Respectfully Submitted by

Nicole Klauss

Recording Secretary

Drafted: 6/23/21

Approved: 7/13/21



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

MINUTES OF THE LANDMARKS & DESIGN COMMISSION REGULAR MEETING

Date and Time: Tuesday, April 6, 2021, 5:49 p.m.
Place of Meeting: Remote Meeting via Zoom
Present: Members: Mollie Edson, Dorothy Stanley, Marty Blackson, Lathan Wedin, Zane Kanyer, Amy McCoy and Megan West
Absent:
Others Present: Stacey Henderson, Senior Planner – Historic Preservation; Kirsten Sackett, Community Development Director; Alicia Winbauer, Community Development Secretary; Brad Case, Parks & Recreation Director; David Miller, City Council Liaison; Applicants Andrew and Jodi Pollack; Dana Hunter; Jeannie Bayles; Steve Weidenbach; and Blake Collins, Owner Pearl Bar & Grill, Member of the Public

Note: These are **Summary** Minutes *not* Verbatim Minutes

1. Call to order and roll call of members

Meeting called to order by Chairwoman Edson at 5:49 pm.

All in favor, motion passed.

2. Approval of the agenda

Commissioners discussed changing the order of the agenda but kept the agenda the same. No motion was made to approve the agenda as submitted.

3. Approval of the minutes of the Meeting of March 16, 2021.

Commissioner Edson proposed an amendment to the minutes of March 16, 2021, for Item D on page 4. The minutes state that Commission Blackson made a motion to move forward with the public hearing for the demolition of the bank drive at the next available meeting. Edson proposed to strike the phrase "at the next available meeting".

Commissioner Stanley made a motion to approve the minutes of March 16, 2021 as amended. Commissioner McCoy seconded.

All in favor, motion passed.

4. New Business

- A. (P21-026) Public Hearing for Consideration of a Certificate of Appropriateness (COA) for the proposed decorative stucco design and painting of the awning, at the McCormack Building, addressed as 200 E 4th Ave., Parcel ID # 557033.

Chairwoman Edson opened the public hearing and explained the procedures of the hearing. In response to the appearance of fairness questions no issues were raised and no one in the audience objected to the participation of any of the Commissioners.

Senior Planner Henderson presented the Staff report and shared her screen to display the application exhibits and describe the project. This project was originally for a three-dimensional lit decorative element and it is now just two-dimensional, and not illuminated in any way. The applicant had no additions to add to the report but wanted to thank Senior Planner Henderson for her help in researching the building and helping them find suitable colors.

Commissioner Kanyer asked about the height of the element above the roof line. Mr. Weidenback reported it would be between 4 and 6 inches. There was discussion about the doors not matching and the applicant expects to be replacing those when they have all of the spaces rented.

Commissioner McCoy read the Findings of Fact as outlined within the Staff report and made a motion that the Certificate of Appropriateness (COA) be **granted** by the Commission for painting the awning over the entrance and applying a decorative stucco design above the awning, located at 200 E. 4th St., as proposed, with **no conditions**:

Commissioner West seconded. No discussion.

All in favor; motion passed.

The commissioners noted that they approve of all the work the applicant has been doing on this building and look forward to seeing the progress.

B. (P21-023) Public Hearing for Consideration of a Certificate of Appropriateness (COA) for the proposed repainting of the storefront at 107 W Third Ave., Parcel ID #87033.

Chairwoman Edson opened the public hearing and explained the procedures of the hearing. No issues were raised, and no one in the audience objected to the participation of any of the Commissioners.

Senior Planner Henderson presented the Staff report and shared her screen to display the application exhibits. The applicant is making the changes to help define their space from the neighbors. This one-part commercial block building, known as the Valley Cafe once had one business using both sides of the building and it made sense for the exterior to match. The applicant is moving their business, Food for the Skin, into the west side of the building. The proposal is to paint a portion of the storefront with Sherwin Williams color "Whitetail". They would paint over the red stucco finish, but not over any of the exposed brick masonry. Planner Henderson noted the applicant will be returning to the commission to get approval for the awning when they have figured out a design. The agent for the applicant, Dana Hunter, described the reason for the color choice.

Commissioner West read the Findings of Fact as outlined within the Staff report and made a motion that the Certificate of Approval be **granted** by the Commission for the proposed paint color, with **one condition**:

1. The applicant shall only paint the red stucco as proposed, and take all necessary precautions to protect the exposed masonry throughout the painting process.

Commissioner McCoy seconded. No discussion.

All in favor; motion passed.

- C. (P21-020) Public Hearing for Consideration of a Certificate of Appropriateness (COA) for the proposed new signs and repainting at 412 N. Main St, Parcel ID #286933.

Chairwoman Edson opened the public hearing and explained the procedures of the hearing. No issues were raised, and no one in the audience objected to the participation of any of the Commissioners.

Senior Planner Henderson presented the Staff report and shared her screen to display the application exhibits related to this project. The Early Bird Café is proposing to make several improvements to the exterior of the building including a repaint of the exterior, attaching a new sign on the exterior of the building, and putting new signage in the existing mounted sign. Henderson explained that there had been a little confusion on the projecting sign, and it was already installed. The applicant and building department thought because it was already there it was okay to just change out the sign. That new sign face is still under consideration for approval by the commission even though it is already installed.

Henderson said that the metal sign to go on the front of the building will use the same brackets that are already on the front of the building from the previous tenant.

In response to questions from the Commission, the applicant noted that the shades that were covering the windows at the top of the building will go back up with the new paint color and trim. The applicant tried it without the shades for a few weeks but it really heats up the building too much without them.

Commissioner Wedin asked about the exposed conduit that is attached to the illuminated sign and spotlights, and asked if there was a way to get rid of the conduit. The applicant explained the challenges with doing so. Commissioner Edson asked if the main metal sign will be illuminated, and the applicant said that it would be by the spotlights already in place. In response to another questions, the applicant said that the side of the building will also be the same color as the main façade.

Commissioner McCoy read the Findings of Fact as outlined within the Staff report and made a motion that the Certificate of Appropriateness (COA) be **granted** by the LDC for the proposed new signs and repainting at 412 N. Main St. with **no conditions**.

Commissioner Wedin seconded. No discussion.

All in favor; motion passed.

The commission thanked the applicant for her time.

- D. (P21-028) Public hearing for consideration of a Certificate of Appropriateness (COA) to remove the handrail and decorative brick barrier lining the pedestrian ramp along Main Street, and install a black metal railing, at the Lindeman building (Butterfield Garage) at 425 N Main Street, Ellensburg WA 98926.

Chairwoman Edson opened the public hearing and explained the procedures of the hearing. No issues were raised, and no one in the audience objected to the participation of any of the Commissioners.

Senior Planner Henderson presented the Staff report and shared her screen to display the application exhibits. This COA is a little difficult to present as it is difficult to envision without standing in front of the space. She said that the applicants want to cover the handicap accessible ramp with reinforced metal plates and remove the existing railing up the ramp and the decorative brick side walls. They will then close off the entrance of the ramp with another piece of metal and add a railing to match the railing around the courtyard of the other business.

The covering of the ramp will allow for a much more usable space for the new tenant to utilize for outdoor dining. The rail is necessary to be able to serve alcohol in the space. The ramp is not the only accessible entrance to the building. There is an entrance in the back alley way that is accessible to all of the businesses on the 1st floor and there is a ramp on the north side of the building into the new tenant space. The applicants noted that the planned covering can be removed if, at any time, they decide the ramp is needed in the future.

Commissioner Blackson asked why not brick the front where the ramp was, to make it more uniform. The applicant responded that it wouldn't be as removable as the metal covering and they might either put a bench in front of it or a planter to cover it up. There were further questions and discussion about the visual of the railing and its placement.

Commissioner McCoy wanted clarification that the commission is only voting on the changes to the space, not the accessibility issue. Planner Henderson advised that the Building Official has said there is an ADA accessible entrance on the other side of the building, so this change is permissible in terms of ADA access. As such, the Commission is only looking at the changes to the space in relation to the requirements of the historic district. Commissioner McCoy asked the applicants what they thought of the condition to add a sign advertising the ADA accessible location. The applicants felt that the signage would be a good thing so that people know there is an alternate accessible access.

Commissioner Blackson read the Findings of Fact as outlined within the Staff report and made a motion that the Certificate of Appropriateness (COA) be **granted** by the Commission for the proposed removal of the handrail and decorative brick barrier, and installation of railing, as proposed, with **one condition**:

1. The applicant shall place signage on the proposed new railing to notify customers of the accessible entrance in the back of the building.

Commissioner West seconded.

In discussion, Commissioner McCoy feels the sign is very important for patrons that will be confused by the removal of the ramp and wondered how far it is to the back door. All of the commissioners were pleased by the removability of the ramp. There was discussion on whether it would need to come back to the LDC if a change is proposed, and they stated that it would need to come back.

All in favor; motion passed.

The commission thanked the applicants for their work.

- E. (P21-025) Public hearing for consideration of a Certificate of Appropriateness (COA) to demolish the drive through portion of the Old Wells Fargo Bank building on the northwest corner of 4th Ave and Pearl St., Parcel ID #146933.

Before opening the hearing on this matter Chairwoman Edson asked staff for clarification of the options available to the commission to either postpone, or continue, the hearing to a later date so that more information could be obtained before a decision is made. She asked if it was in the purview of the commission to ask for more info, or for clarified info. Director Sackett said that it could come back, but there would need to be a rationale for the delay and a notice in the paper for a continued public hearing. If that were to occur, the Commission could request more information to be presented at the next meeting, but as it is a quasi-judicial matter the Commissioners would not be able to speak to others about the matter. Commissioner Blackson was surprised the matter came so soon to the commission. Commissioner Edson agreed. Commissioner McCoy asked for clarification regarding whether this was an informational notice, or if this was the actual COA meeting. Planner Henderson responded that this is the public hearing for the COA. Director Sackett suggested that the commission open the hearing and start the discussion. Commissioner Edson just wanted to be sure that it could be postponed if the commission wanted.

Chairwoman Edson opened the public hearing and explained the procedures of the hearing. No issues were raised, and no one in the audience objected to the participation of any of the Commissioners.

Senior Planner Henderson presented the Staff report regarding the proposed demolition of the drive-thru portion of the Wells Fargo bank building located at the corner of 4th and Pearl. She shared her screen to display the application exhibits. She described the demolition approval process that is in the City code, and referred back to the report and discussion at the last meeting. With the initial meeting concluded, it is now coming back to the commission. She noted that this was the public hearing to decide if the commission would approve the Certificate of Approval for the demolition of the drive through portion only. She stated that the building itself is not eligible to be listed individually, or as a historic contributing building, for another ten years.

The applicant Brad Case gave the commission the background on the purchase of the property and the process they pursued to get public input on the plans for the space. The city met with a landscape architect, and invited stakeholders, business owners, and public event groups, to meet with the landscape architects. The City had a social media campaign to get feedback from the public, and hosted an open house at the pavilion. The City worked to get feedback from the community for over a year. Common threads that came up through the process included: Open and flexible use of the space, inviting, and safe. There was no consensus about keeping the bank building itself (which isn't part of this COA) but there was not much concern regarding getting rid of the bank drive through. Other things that will change is the pavilion will be demolished, and the bull statue will be moved to a different location on the property, depending on the final concept of the park. The idea to demolish the drive through went to the Parks and Recreation Commission; they decided it should be demolished based on the feedback received from the public and stakeholders.

The member of the public, Blake Collins, asked the applicant about the impact and timing of the demolition. The applicant expected the actual demo to take about 30 days to complete, and for not much else to be changed in the short term until more decisions are made regarding what the park will look like. There would only be short-term affects for the public while the demo happened but it would be back to normal for the public for the long term. Eventually, the pavilion will be removed and the bank building will be reevaluated. Mr. Collins asked if there was a complete timeline or if this is the only thing being contemplated at this time. Director Case responded that this demolition is the only phase at this time because the money for this phase was awarded as a grant through the County. The whole park project is expected to cost \$1.25-1.5 million.

Commissioner McCoy appreciated the explanation the applicant provided to the commission to clarify what the project entailed.

Commission Wedin asked if there was ever discussion about the space being enclosed instead of demolished. The response was that there was discussion, but the feedback was that the community wanted more openness. Wedin asked if there was a programming checklist for the park space. Case responded that the checklist identified by the public input would include: Open spaces for events and vendors, elements of play, an element of water, openness and being able to see into the park area, safety, and good sightlines.

Commissioner Kanyer wanted to know what the area would look like after the demolition took place. The response was that it would be kept as open space. Kanyer said he wants to make sure the demolition area is not a blight until the new park is completely built out. He asked how the City will make sure that it is attractive until the new park is complete. The response was that the plan is to keep the area under the previous drive through space as hard space, and they will try to save the existing plants. Kanyer then wanted to know what conditions that the commission could add to the approval. Planner Henderson clarified that conditions could be added, and that there are already several conditions on the approval. It would need to be a specific item the commission could discuss and add to the approval.

Commissioner West asked about the lights that are in the drive through at this time, and wanted to know if there was a plan to add more lights. Case said that this hasn't been addressed, but they believe there might be more ambient light without the structure that will get into the park.

Commissioner Edson commented that the commission has been updating the demolition ordinance and finding what is needed in the new ordinance by having this come before the commission at this time. She feels that the allowing of the demolition before there is a solid plan means more disruption for downtown. She asked if the downtown businesses were notified about this proposal. Planner Henderson said that they were not individually told about this hearing, noting that this review is a Type II review which requires a notice in the newspaper about the hearing. Director Sackett also noted that if this is approved the information officer can make an announcement to the public.

Commissioner McCoy wanted to know if other entities were notified of the possible disruption, like the farmer's market or other events. Mr. Case noted that the Farmers Market group was part of the planning of the park and the market wasn't interested in the space for the market at this time or in the future.

Commissioner Edson asked about the timing for the demo if it is approved. Case said that there are no events scheduled at this time for the rest of the year. There will be a bidding process with the scope of the work, but it is expected that the demolition would be able to start pretty quickly.

Blake Collins, commented that he feels the span and scope of the project will be important to many of the different people in the downtown area, and any advance notice will help for planning accordingly for those people. He also thinks the renovation will be good for the downtown.

Commissioner Edson closed the public portion of the hearing.

Commissioner McCoy read the Findings of Fact as outlined within the Staff report and made a motion that the Certificate of Appropriateness (COA) be **granted** by the Commission for the demolition of the drive through portion of the old Wells Fargo Mini-Bank building, with **three conditions**:

1. Photo documentation of the edifice shall be completed prior to the demolition, and such records shall be provided to the City of Ellensburg and the Kittitas County Historic Museum
2. Any architectural reusable or recyclable materials shall be harvested as part of the demolition process to minimize adverse impacts to the environment.
3. The west wall of the building shall be repaired post demolition to a clean and appealing appearance that does not detract from the character of the building or the surrounding neighborhood.

Commissioner West seconded.

Commissioner McCoy asked if there are any issues to be worried about with the demolition, regarding vibrations for the surrounding downtown buildings. Commissioner Kanyer responded that he doesn't feel that is an issue to be worried about.

Commissioner Kanyer asked if now is the time to add conditions to the approval. Commissioner Edson said that he would need to make a motion to amend the original motion. Commissioner Kanyer thinks that at a minimum there should be some conditions that provide what the interim park area will look. He would like to make sure the plants are preserved and the hardscape is replaced.

Commissioner Edson commented that there should be more public notification of this demolition. The citizens have not been made aware that this is happening, as the first notice that the commission is voting on it tonight was in the paper.

Commissioner Wedin commented that he feels that this demolition as a first step is a good one. Wedin stated the reasons to approve are that 1) it has no historical value, and 2) it is impeding to the space rather than bringing value to the future park. He also understands the potential that the project might take a long time, and we need to make sure the demo area is kept as a usable space and not an eyesore. He appreciates Commissioner Kanyer's amendments.

Commissioner West wants an amendment that the surrounding business owners will be notified of the impending demolition and about future steps. Maybe the announcement of the demolition could be a celebration of the first step towards a new park.

Commissioner Stanley commented that she agrees with protecting the vegetation.

Discussion ensued on how the amendments would be worded by the commission. After much input the motion was amended to read as follows:

The Certificate of Appropriateness (COA) be **granted** by the Commission for the demolition of the drive through portion of the old Wells Fargo Mini-Bank building, with **six conditions**:

1. Photo documentation of the edifice shall be completed prior to the demolition, and such records shall be provided to the City of Ellensburg and the Kittitas County Historic Museum
2. Any architectural reusable or recyclable materials shall be harvested as part of the demolition process to minimize adverse impacts to the environment.
3. The west wall of the building shall be repaired post demolition to a clean and appealing appearance that does not detract from the character of the building or the surrounding neighborhood.

4. The existing surrounding vegetation shall be protected in the best manner possible during the demolition process.
5. After removal of the drive through structure and associated infrastructure, the exposed land must be restored with new hardscape and vegetation.
6. The applicant shall make communication a priority, and shall notify the residents and business owners in the downtown district prior to progression of the demolition activities.

Edson called the question by each commissioner individually. Commissioners Kanyer, Wedin, McCoy, and West, voted aye. Commissioners Edson, Stanley, and Blackson voted nay. Motion passed 4-3.

Commissioner Edson commented that the commission heard over and over from the applicants how great staff is to work with. She thanked Senior Planner Henderson, and also noted that the commission also appreciates working with her. All of the commissioners agreed.

5) B. Historic Preservation Grant Update

Planner Henderson noted that she had sent a link with information about a grant opportunity that she would like the commission to spread the word to historic building owners. There are not many grants that makes money available for brick and mortar preservation and the amount could be up to \$75,000.00. This grant does so she wants to spread the word.

6) Commission Update:

Commissioner Kanyer advised the commission that the Main Street Now conference is next week. It's all on-line so encouraged everyone to check it out. He will send info to the rest of the commission.

7) Adjournment

Commissioner Wedin made a motion to adjourn the meeting. Commissioner Blackson seconded. All in favor, motion passed. Chair Edson adjourned the meeting at 8:22 pm.



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

MINUTES OF THE LANDMARKS & DESIGN COMMISSION REGULAR MEETING

Date and Time: Tuesday, May 4, 2021, 5:45 p.m.
Place of Meeting: Remote Meeting via Zoom
Present: Members: Mollie Edson, Dorothy Stanley, Marty Blackson, Lathan Wedin, Amy McCoy and Zane Kanyer
Absent: Megan West
Others Present: Stacey Henderson, Senior Planner – Historic Preservation; Kirsten Sackett, Community Development Director, Sadie Thayer, Director Kittitas County Historical Museum

Note: These are **Summary** Minutes *not* Verbatim Minutes

1. Call to order and roll call of members

Meeting called to order by Chairwoman Edson at 5:45 pm.

All in favor, motion passed.

2. Approval of the agenda

Commissioner McCoy made a motion to approve the agenda as submitted. Commissioner Wedin seconded.

3. Approval of the minutes of the Meeting of April 6, 2021.

Commissioner Wedin made a motion to approve the minutes of April 6, 2021. Commissioner McCoy seconded.

All in favor, motion passed.

4. New Business

a. Historic Preservation Month – Project Recognition Discussion

Chairwoman Edson introduced the topic of recognizing some of the historic structures that have been rehabilitated over the past year. She said the idea was to read a letter during the next City Council meeting to acknowledge specific property owners for their work.

Senior Planner Henderson said that the subcommittee decided to recognize three commercial and three residential projects. She shared her screen to display photos of the Geddis Building, McCormack Building and the New York Café.

The residential buildings included the Redmon House, the Ames House and the Anderson House.

Edson noted that there were a couple of additional homes that should be recognized, and some additional photos were displayed. Henderson noted that there should be some rationale for including the buildings. She said the subcommittee had talked about only including buildings that have been completed. Edson said that the group talked about acknowledging buildings that had been completed this year, and that the Commission should start doing this on an annual basis.

Edson asked Sadie Thayer if she had any additional recommendations, and Thayer responded that she felt that all of the properties discussed were wonderful examples of exemplary restoration.

Commissioner Blackson said that he believes this is great to acknowledge this important work that was done.

Edson thought that in future years it would be a nice idea to put a sign in the yards of the residential homes that were acknowledged. Henderson read through the letter that had been included in the packet. Edson thought it would be nice to include the historical museum as co-sponsors in the letter. Thayer said that the museum's board of directors was in full support of the LDC's plan to honor the work completed on these historic structures.

Commissioner McCoy offered to be the commissioner presenting on behalf of the LDC at the Council meeting. Henderson would create a PowerPoint with before and after photos of all of the buildings. She would provide additional details about the actual work that was completed on each structure during the presentation.

5. Old Business

None.

6. Citizen Comment

Commissioner Kanyer advised the commission that the Main Street Now conference is next week. It's all on-line so he encouraged everyone to check it out. He will send info to the rest of the commission.

7. Staff Update/Discussion Items

Henderson shared a rendering of a temporary art installation approved by City Council during their meeting last night. It is art work that will go on the inside of the windows of the old bank building in the downtown park. This would not be going before review of the LDC, but she wanted to make the Commissioner's aware.

Council liaison Miller said that during the approval process, City Council suggested that the artist be put in touch with Sadie Thayer to capture themes and photos that were authentic and representative of the Ellensburg area.

Henderson noted that the demolition ordinance has been sent to a land use attorney for review, in addition to our new CLG coordinator at the state. She offered to provide her own feedback on the proposed changes as well.

8. Commission Representative Update

Chairwoman Edson said she is concerned about the downtown park and what role the LDC will play in developing the design and look of the park in the historic downtown area. She would like to be kept more in the loop with what is going on in the park. She asked staff how they could make their desire known. Director Sackett responded that she would forward their request on to

P&R Director Brad Case. She noted that there would likely not be any work done on the park this year beyond the demolition of the drive-thru portion of the building. She said that Case was aware of the need to come before the LDC to receive final approval of the design, but she was certain he had every intention of being as transparent as possible in how the final design was developed. A great deal of community input would be solicited and that would certainly include feedback from the LDC.

Thayer said that the Historical Museum has the historic columns from the Olympic Block Building. These columns were part of the original building built in 1889 that was destroyed in 1979. The museum has offered those columns up for inclusion in the park, and Director Case has taken them up on the offer. She doesn't yet know what those plans will look like, but she is excited to see the columns incorporated into the final design.

9. Adjournment

McCoy made a motion adjourn the meeting. Blackson seconded. All in favor. Meeting adjourned at 6:24 pm.



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

MINUTES OF THE LANDMARKS & DESIGN COMMISSION REGULAR MEETING

Date and Time: Tuesday, May 18, 2021, 5:45 p.m.
Place of Meeting: Remote Meeting via Zoom
Present: Members: Mollie Edson, Dorothy Stanley, Lathan Wedin, Amy McCoy, Megan West
Absent: Marty Blackson, Zane Kanyer
Others Present: Stacey Henderson, Senior Planner – Historic Preservation; Kirsten Sackett, Community Development Director; Members of the public – April Rohrbach, Darren Nelson, John Graf

Note: These are **Summary** Minutes *not* Verbatim Minutes

1. Call to order and roll call of members

Meeting called to order by Chairwoman Edson at 5:45 pm.

All in favor, motion passed.

2. Approval of the agenda

Commissioner Stanley made a motion to approve the agenda as submitted. Commissioner West seconded.

3. Approval of the minutes of the Meeting of May 4, 2021.

Commissioner West made a motion to approve the minutes of May 4, 2021 with one correction. Commissioner Stanley seconded.

All in favor, motion passed.

4. New Business

a. Public Hearing for Consideration of a Certificate of Appropriateness for the proposed repainting of The Botany Shop storefront, and replacement of the storefront door, at 209 W. 3rd Ave., Parcel ID # 247033

Chairwoman Edson opened the public hearing and explained the procedures of the hearing. No issues were raised, and no one in the audience objected to the participation of any of the Commissioners.

Senior Planner Henderson stated that the applicant is proposing to repaint the storefront located at 209 W. 3rd Ave. The proposal is to repaint the front of the Botany Shop storefront and to replace the front door. The building is on the corner of Main and 3rd, the Shoudy Cadwell building. She displayed a photo of the existing storefront. It was built around 1889, in Italianate style and was built of brick masonry construction. The proposal is to paint it the color Lemon

Meringue – intended to match as close as possible to the trim and accent on the upper windows. For the record she added a different paint color as a new Exhibit to the record as D.1. This differs from the color that was included in the packet. She also displayed a rendering of the proposed replacement door. Henderson also displayed the other exhibits provided by the applicant, including other storefronts in the vicinity with similar design.

Edson asked if the applicant had anything to add. She did not. Edson opened the floor to testimony from the public, but there were no members of the public in attendance.

Chair Edson asked if the Commissioners had any questions. Commissioner Wedin asked for Henderson to again display the rendering of Exhibit B.4. Wedin wanted to know if the applicant was planning to paint the inside of the jams on the existing column. The applicant said that she was not actually intending to paint that specific portion, and it was a mistake on the rendering. She was only going to paint the actual trim around the windows. Wedin then asked if there was a width on the door. Henderson said there was not, but if the applicant received COA approval, they would then have to apply for a building permit. That permitting process would ensure the proper size on the door. There were no further questions. Edson closed the public hearing.

Commissioner West made a motion to accept the proposal with the Findings of Fact presented by staff, and to approve the Certificate of Appropriateness with no conditions as recommended by Staff.

McCoy seconded. No discussion. **All in favor; motion passed.**

b. Public Hearing for Consideration of a Certificate of Appropriateness (COA) for the proposed reconstruction of a dormer and restoration of original dormer side walls, at 109 E. 10th Ave., (Parcel ID #08343)

Chairwoman Edson opened the public hearing and explained the procedures of the hearing. No issues were raised, and no one in the audience objected to the participation of any of the Commissioners.

Senior Planner Henderson stated that the applicant is proposing to make exterior modifications to the house located at 109 E. 10th Ave, which is located within the First Railroad Addition National Register and Local Landmark Districts. She displayed her screen to share the exhibits. The house was built in 1908 and has suffered some “remuddling” over the years through unfortunate renovations. She displayed some historic photos, along with photos of the current look. She then shared that the applicants are trying to restore the house back to its original design. The dormers were altered, porches were removed, the windows are not original and the siding is not original. In 2018, the applicants were approved to begin restoration and reconstruction, including adding an ADU and remodeling a barn. In this application today they are revising their original proposal to incorporate two changes.

They are proposing to remove the dormer on the front east corner, which is not original to the house, and which is not structurally sound. They would replace it with a more accurate dormer to the original plans. As they have been working they have been uncovering original elements. Henderson displayed the proposed drawings for the east and south elevations.

The second proposal is to remove the side beams off of the dormers, then reconstruct the original, more vertical side walls on the dormers. They will put period molding and siding on the house. They also found some original 1908 siding that they intend to put back on the house.

The applicant John Graf said that he is excited about the project, and that the house was actually built in 1903, it was built in 1903 by Rick Rollinger who farmed everything behind the house. He did say that the dormer on the east side was not original, and explained some of the features that indicated that it was not original. He also has evidence that the side walls were also not original.

Chair Edson asked if the Commissioners had any questions. Commissioner Wedin asked if they knew anything about original paint colors or roofing. Graf said they have been working with historian David Wheeler, who gave them some paint chips to work off of. They went to Sherwin Williams to match up the color. They plan to use some classical contrasting colors. Regarding the roofing, they are going back to a cedar shake for some portions and charcoal gray heavy shingle roof for others. They also intend to put the swoop back into the roof. Wedin then asked more about the style of the home. Graf said it is technically French Mansard, which is a subcategory of Victorian.

Chair Edson had a question about where the wood shingles would be used. Graf said that the swoop sections would be wood. And the top portions of the roof would be shingle. Edson asked if there would be any other modifications that would require them to come back to the LDC. Graf said there should be no more changes.

Commissioner McCoy asked if we ever found out the original name of the house. Henderson responded that she had not yet found it. There were no more questions; Edson closed the public hearing.

Commissioner West made a motion to accept the proposal with the Findings of Fact presented by staff, and to approve the Certificate of Appropriateness with no conditions as recommended by Staff:

Commissioner Wedin seconded. No discussion. **All in favor; motion passed.**

c. Public Hearing for Consideration of a Certificate of Appropriateness (COA) to install a vinyl mural and construct a courtyard roof, behind the building at 416 N. Main St., (Parcel ID #286933)

Chairwoman Edson opened the public hearing and explained the procedures of the hearing. No issues were raised, and no one in the audience objected to the participation of any of the Commissioners.

Senior Planner Henderson stated that the applicant is proposing to construct a courtyard roof and install a vinyl mural on the building located at 416 N. Main Street. Planner Henderson described the location of this building and showed the location of the back courtyard. She displayed a photo of the brick wall where the mural would be located. She showed a rendering of the proposed courtyard roof, at 20 x 27 x 12. It would be a free-standing structure not connected to the building in any way. She displayed other exhibits provided by the applicant to depict the types of materials and look of the structure.

Regarding the mural, Stacey added Exhibit B.5. for the record, which displayed the actual artwork proposed as a mural. She did explain that murals have a different approval process as found in ECC 15.720. Murals have to first be reviewed by the Arts Commission which took place at the Arts Commission meeting of May 13. A recommendation of approval for either of two potential designs was approved, and the next steps is to obtain a COA from the LDC. Henderson read through more of the requirements specific to the approval process for murals.

Henderson explained that the mural is essentially a vinyl adhesive sticker. The applicant worked with City Staff to determine the best location for the mural. The vinyl is not very breathable, so the portion of the wall selected was the wall that has already been exposed on all sides and painted over. The mural is applied with heat and rollers and is repositionable and removable.

Henderson said that staff is recommending approval with conditions as outline in the staff report.

Chair Edson asked if the applicant had anything to add. Mr. Nelson said he is trying to enhance the back patio and create an experience that is memorable and comfortable year round. With the discussion of the mural, there was a lot of thought put into where to locate the mural. He asked if he could seek approval for either of the two murals to be used depending on which fits better in the space. Chair Edson noted that the Arts Commission had approved both and we can add it to our conditions.

Chair Edson asked if the Commissioners had any questions. Commissioner Wedin had questions about what the Commission is supposed to be looking at in approving a mural, is it just the vinyl or the content of the art? Henderson and Sackett provided more description on the steps of the approval process for murals. Wedin then asked about the membrane roof. He said he had concerns about the flashing, and Mr. Nelson said he was trying to give the appearance of black metal around the roof. The idea is to give the edge a metal cap to the roofing.

Commissioner West asked the applicant if he had experience with the removal of the adhesive mural. If it is added with heat, she wanted to know how to remove it. He has witnessed the application of a mural but not the removal. He assumes that heating it makes it pliable again so that it can come off again. It is designed for exterior use and it is rated for up to 7 years. Henderson said she did some research on this product, and it is her understanding is that is removed with heat. Chair Edson asked if they could include a condition that the maintenance plan include provisions for removal. Planner Henderson said that could be included.

Chair Edson then asked about Exhibit B.4, displaying a rendering of the patio cover. She wanted to know the difference in height of the existing structure and the proposed patio cover. The applicant said there is a one-foot difference. It's designed to allow some daylight to pass through, but not intended to be drastically higher and change the look of the surroundings.

There were no more questions; Edson closed the public hearing.

Commissioner West made a motion to accept the proposal with the Findings of Fact presented by staff, and to approve the Certificate of Appropriateness for either of two potential mural designs with three conditions as recommended by Staff:

1. The applicant shall only apply the mural to the gray concrete brick wall in the courtyard, avoiding disruption or damage to the red brick of the actual building.
2. The mural shall be installed per the guidelines of ECC 15.720.040(C), "Installation and Maintenance of All Approved Murals."
3. The applicant or building owner shall submit a maintenance plan for the mural, per ECC 15.720.040(B)(6), to the Community Development Dept. of the City of Ellensburg before the building permit is completed for the Courtyard Roof.

McCoy seconded. No discussion. **All in favor; motion passed.**

5. Old Business

None.

6. Citizen Comment

No one in the audience.

7. Staff Update/Discussion Items

Henderson said that the historic preservation recognition went well at City Council the previous night. City Council was impressed by it as well. Chair Edson said she was also really pleased with the presentation made.

There is a meeting scheduled for June 1, with two COA's on the agenda.

Henderson said that Mayor Tabb has been in discussion with her about historic murals. There are members of the community wanting to restore historic murals. Tabb had asked if there was money to fund this restoration efforts wondered about the idea of changing the existing historic preservation grants to be turned into a historic mural grant. She said she would bring the idea to the Commission for discussion. Henderson said they could also consider just incorporating the murals into the existing grant, as an option. Chair Edson said she knows that there is a lot of outcry to restore some of the murals. She wondered if the Arts Commission might also be able to provide funding towards murals. McCoy said she would not want to allocate all of the funding to just murals. She also knows that some of the historic murals have some interesting history themselves.

Director Sackett noted that this is an appropriate time of year to review the grant application. It was agreed that the next agenda would include discussion on the grant application, and at that time the Commission could also have further discussion on the concept of providing grants for historic murals.

Henderson also let the LDC know that she had submitted an application for a CLG grant from DAHP for the purpose of updating the First Railroad District. She hadn't brought the concept to the Commission prior to submittal, because she was under a deadline to get it submitted. In response to a question, she said that it has already been submitted, but presentations will take place in mid-June. Chair Edson asked if the Commission could view the application electronically. Planner Henderson will send a copy to the commission to review.

Director Sackett provided an update on the design of the downtown park. She said that in discussion with Parks & Recreation Director Brad Case, the soonest that the City would be able to hire a landscape architect (LA) would be September of 2022. He will include in the Scope of Work that the LA come before the LDC to gather input and answer questions about design. If they develop a working group we could also ensure that there is representation from the LDC. In addition, the members of the LDC could provide feedback through the community engagement process. And finally, staff would work with the Commission to determine the appropriate timing for bringing the design before the LDC for a COA.

8. Commission Representative Update

a. Ellensburg Downtown Association Update.

They had a successful planter watering day. The EDA bought the plants if the business owners would just take care of them through the summer. Last year they only got half of the planters taken care. This year they had all 65 planters adopted.

This year's Girls Night Out brought in \$25,000.00 in one night in a 4 hour period. They EDA has also brought on 3 new board members and they are planning a board member retreat for next month. With the change in leadership they are behind on budgeting and strategic planning, so they are looking to be more prepared for 2022. The new director Karen Green has been a great addition with a lot of outreach conducted out in the community.

b. Other updates

Edson asked that at a future meeting we add a discussion on the historic train depot. Wedin also said that Amy and Stacey did a great job at the Council meeting last night. The Commissioners are also pleased with all of the press in the newspaper during this historic preservation month.

9. Adjournment

Commissioner Wedin made a motion adjourn the meeting. Commissioner McCoy seconded. All in favor. Meeting adjourned at 6:24 pm.

LODGING TAX ADVISORY COMMITTEE

June 2, 2021 (2:04 p.m. to 2:20 p.m.)

Members Present: Matt Anderson, Monica Miller, Lacie Dawson, and Jim Nale.

Members Absent: Mary Morgan, Marie Smith and Steve Townsend

Others Present: Laurie Gigstead, Executive Assistant, Heidi Behrends Cerniwey, City Manager, and Madison Ford, Director of Tourism – Chamber of Commerce.

1. **Call to Order.** Vice Chair Anderson called the meeting to order at 2:04 p.m.
2. **Minutes of the April 7, 2021 meeting.** Moved and seconded (Nale/Miller) to approve minutes as written. Motion approved.
3. **Correspondence and Public Comment Period.**

Introductions: Laurie introduced the new City Manager, Heidi Behrends Cerniwey, and she spoke briefly to the committee.

4. **Unfinished Business.**
 - A. **Budget/Financials Review.** Reviewed and acknowledged.
 - B. **Tourism Report.** Madison reviewed the May data and gave an overview of some of the current projects the Chamber is working on. She noted that she met with Brad Case, Parks and Recreation Director, regarding group travel for sports competitions and events in Ellensburg. Pre-COVID the Chamber was proposing an additional position to assist with group travel but now they are planning a group travel page. No additional funding is required. She will send final page to Brad Case for review and also present to the committee.
5. **New Business.** None.

Next meeting will be **July 7, 2021 at 2:00 p.m.**

With no further business, the meeting was adjourned at 2:20 p.m.

Respectfully submitted,
Laurie Gigstead
Recording Secretary

Drafted: 06/02/2021

Approved: 07/07/2021

**Parks & Recreation Advisory Commission
Meeting Minutes – March 10, 2021**

DATE OF MEETING: March 10, 2021
MEMBERS PRESENT: Laci Harrison, Dan Witkowski, Shari Smith, PJ MacPhaiden, Joelle Dickerson
OTHERS PRESENT: Three members of the public, Council Liaison Engle, Parks & Recreation Director Case
LOCATION: Meeting was held via Zoom

CALL TO ORDER – Commission Chair Harrison called the meeting to order at 5:30pm.

MEETING MINUTES - The meeting minutes from the February 10, 2021 meeting were approved as written. *All in favor.*

NEW BUSINESS

Introduction of New Commission Member – Commission Chair Harrison introduced Fiona Corner as the newest member of the Parks & Recreation Commission.

OLD BUSINESS

Naming of Downtown Park – The City received a total of 250 nominations for the naming of the downtown park. In advance of the March 10, 2010 meeting the Commission reviewed the park list and identified their top five choices. As a result of that process a final list of 19 park names was considered by the Commission, with that list being narrowed down to final list of four names, Che Lo Han Park, Ellensburg Blues Park, Hero Park, and Unity Park. The Commission discussed each name and made a recommended that the name Unity Park be submitted to the Council for their consideration by a vote of 5-0. The Commission chose name because it best reflected the inclusive nature of our community.

STAFF REPORT – 1. All park restrooms will be open by Monday, March 22nd, which is the first day of spring break for the Ellensburg School District. 2. The front gate at Irene Rinehart Riverfront Park will open for the season on Friday, April 2nd. 3. Parks & Recreation Department staff are hoping to provide a more robust programming schedule in late spring and throughout the summer. Events like 'Concerts in the Park' are being planned but may look different that previous years.

ADJOURNMENT - The meeting was adjourned at 6:25pm.

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: Be Heard Eburg

Contact Person: Nicole Klauss, City of Ellensburg Phone Number: 509-925-8657

Banner Hang Dates (Monday-Sunday): Monday, August 2, 2021 - Sunday, August 15, 2021

- 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)

BeHeardEburg.com	YOUR VOICE MATTERS. 
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Important Notes:

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

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

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

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

City of Ellensburg approved by: _____ Date: _____

Disapproval/Reasons: _____



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: July 19, 2021

Item Title/Agenda Subject: Approval of the 2021 - 2023 Interlocal Agreement between Kittitas Valley Fire and Rescue and the City of Ellensburg for Cabulance Service.

Submitted by: Betsy Dunbar Public Works & Utilities

Recommended Action or Motion: Authorize the City Manager to sign the renewal of the 2021 - 2023 Interlocal Agreement between Kittitas Valley Fire and Rescue and the City of Ellensburg for Cabulance Service.

Background/Summary: The new Kittitas Valley Fire and Rescue Agreement will be for the next biennium of July 1, 2021 through June 30, 2023.

Previous Council Action: On June 17, 2019, the City Council authorized the renewal of the Kittitas Valley Fire and Rescue (KVFR) Interlocal Agreement for Cabulance Services.

Analysis: Approval of the 2021 - 2023 Interlocal Agreement for Cabulance Service will allow KVFR's Emergency Medical Technicians and Paramedics to request Cabulance service when an accessible vehicle is required to transport an individual to an Ellensburg medical facility and the individual does not require emergency or ambulance transportation.

On June 15, 2021, the Public Transit Advisory Committee recommended Council approve the agreement.

Financial Impact: Funding for Cabulance Service is included in the City's adopted 2021-2022 Budget.

Attachments:
[Cabulance KVFR Interlocal Agreement 2021 - 2023](#)

To be posted on the City of Ellensburg Web site
or
To Be Filed with Kittitas County Auditor

RETURN ADDRESS:
City of Ellensburg
City Clerk's Office
501 N. Anderson St.
Ellensburg, WA 98926

Contract No. _____

**INTERLOCAL AGREEMENT
BETWEEN
KITTTITAS VALLEY FIRE AND RESCUE
AND
CITY OF ELLENSBURG
FOR CABULANCE SERVICE**

THIS INTERLOCAL AGREEMENT is made and entered into by and between Kittitas Valley Fire and Rescue, hereinafter referred to as KVFR, and the City of Ellensburg, a Washington municipal corporation, hereinafter referred to as "City," pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, for KVFR to initiate Cabulance service from the City of Ellensburg through the City's contractor when non-emergency accessible transportation to a health care facility is required in response to an EMT call and pursuant to the terms and conditions of this Agreement.

WHEREAS, the citizens of the City of Ellensburg approved Proposition 1 in 2016 which authorized the collection of 2/10ths of 1 percent sales tax; and

WHEREAS, the funds generated from the sales tax are to be used to improve and expand transit service within the City of Ellensburg, which includes establishing a service to provide cabulance transportation to qualifying medical patients; and

WHEREAS, it is agreed that this service is beneficial to both the City and KVFR; and

NOW THEREFORE, by virtue of Chapter 39.34 RCW and in consideration of the terms, conditions, and mutual covenants set forth herein and in the attached Exhibit A.

SECTION 1. PURPOSE.

The purpose of this Agreement is for the City to provide non-emergency medical transportation services through its contracted third-party turn-key service provider, for persons needing accessible transportation within the City limits of Ellensburg.

SECTION 2. DUTIES AND RESPONSIBILITIES.

2.1 Requesting Cabulance Services. KVFR, through its Emergency Medical Technicians (EMT'S and Paramedics) may request Cabulance service when an accessible vehicle is required to transport an individual to an Ellensburg medical facility and the individual does not require emergency or ambulance transportation. KVH and other approved facilities will complete Part A of the Cabulance Travel Vouch attached hereto as Exhibit A for Cabulance service requests.

2.2 Provision of Cabulance Services. The City shall, by separate contract with a third-party turn-key service provider furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work.

2.3 Compensation for Work. The City will be responsible for compensating the Cabulance service provider for the trips provided in accordance with this Agreement.

SECTION 3. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2021 through June 30, 2023, unless terminated sooner or extended, as provided herein.

SECTION 4. FINANCIAL OBLIGATION

There is no financial obligation between the City and KVFR for Cabulance service.

SECTION 5. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain vouchers, records, documents and other evidence which sufficiently and properly reflect all Cabulance trips initiated by KVFR. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

SECTION 6. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

SECTION 7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

SECTION 8. INDEMNIFICATION

Section 8.1 Indemnification by KVFR. KVFR agrees to hold harmless, indemnify, and defend the City, its elected officials, officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of KVFR, or damage to property arising out of any willful misconduct or negligent act, error or omission of KVFR, its officers, agents, subcontractors or employees, in connection with the services required by this Agreement.

Section 8.2 Indemnification by City. The City agrees to hold harmless, indemnify, and defend KVFR, its elected officials, officers, agents, and employees, from and against any and all claims, losses, or liability for injuries, sickness or death of persons, including employees of the City, or damage to property, arising out of any willful misconduct or negligent act, error or omission of the City, its officers, agents, subcontractors or employees, in connection with the services required by this Agreement.

SECTION 9. TERMINATION

Either party may terminate this Agreement for any reason upon 90 days' prior written notification to the other party.

SECTION 10. TERMINATION FOR CAUSE

If for any cause, either party fails to perform a material obligation of this Agreement in a timely and proper manner, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

SECTION 11. FORCE MAJEURE.

Either Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: any incidence of fire, flood, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court of competent jurisdiction or authorized civil authority commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.

SECTION 12. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

SECTION 13. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

SECTION 14. NO THIRD-PARTY BENEFICIARIES.

It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

SECTION 15. ASSIGNMENT

The work to be provided under this Agreement will be assigned to a third-party contractor by the City pursuant to a separate written agreement between the City and the third-party contractor.

SECTION 16. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SECTION 17. SEVERABILITY

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.

SECTION 18. CONTRACT MANAGEMENT

The program manager 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 Agreement.

The Program Manager for KVFR is:

John Sinclair
Fire Chief
Kittitas Valley Fire and Rescue
802 E. Mountain View Ave
Ellensburg, WA 98926
Ph. 509-933-7235

The Program Manager for the City is

Betsy Dunbar
City of Ellensburg
501 N Anderson St.
Ellensburg, WA 98926
Ph. 509-925-8680

SECTION 19. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties, except as may be supplemented by subsequent written amendment to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

KVFR

City of Ellensburg

Signature

Signatu

By: John Sinclair

By: Heidi Behrends Cerniwey

Fire Chief

City Manager

Title

Date

Title

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Terry Weiner, Ellensburg City Attorney

EXHIBIT A
City of Ellensburg Cabulance Travel Voucher – One Way Trip
501 N Anderson St. Ellensburg, WA 98926 Ph. 509-899-6364

DATE: _____

PART A: To be completed by Authorized Requester

PLEASE PRINT

Name of Medical Facility or Health Care Provider Requesting Trip: _____

Name of Authorized Requester: _____

Title of Authorized Requester: _____

Pickup Location: _____

Requested Pick Up Time: _____ **Military Time**

Name of Passenger: _____

Passenger Address: _____ Ellensburg, WA 98926

Passenger Date of Birth or Age _____

MOBILITY DEVICE: Please circle one below

Ambulatory | Manual Wheelchair | Power Wheelchair (30" wide Max) | Walker | Cane

Does the Passenger have access to their residence? **YES** ☐ **NO** ☐

If NO, it has been verified that someone will be at the residence to receive the Passenger. **YES** ☐ **NO** ☐

Signature of the requesting Health Care Professional verifying the above information is true, correct and meets all the criteria stipulated in the scope of work: _____

PART B: To be completed by the Cabulance Driver

PLEASE PRINT

Name of Cabulance Driver: _____

Pick Up Time: _____ **Military Time**

Drop off Location: _____ Ellensburg, WA 98926

Drop off Time: _____ **Military Time**

VEHICLE NUMBER: _____ **STARTING MILES:** _____ **ENDING MILES:** _____

Name of Responsible Party at Drop Off Location: _____

Signature of Responsible Party or Passenger: _____



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: July 19, 2021

Item Title/Agenda Subject: Approval of the 2021 - 2023 Interlocal Agreement between Central Washington University and the City of Ellensburg for Central Transit services

Submitted by: Betsy Dunbar Public Works & Utilities

Recommended Action or Motion: Authorize the City Manager to sign the renewal of the 2021 - 2023 Interlocal Agreement between Central Washington University and the City of Ellensburg for Central Transit services.

Background/Summary: The City of Ellensburg provides transit services to the University and the greater Ellensburg community as specified in Exhibit A Scope of Work attached to the Interlocal Agreement. The Associated Students-CWU (ASCWU) will continue to compensate the City \$75,000.00 per fiscal year for the transit services provided. The new Central Washington University Agreement will be effective from July 1, 2021 through June 30, 2023.

Previous Council Action: On July 1, 2019, the City Council renewed the Interlocal Agreement between Central Washington University and the City of Ellensburg for Central Transit Services.

Analysis: Approval of the 2021 - 2023 Interlocal Agreement between Central Washington University and the City of Ellensburg for Central Transit services will continue to help reduce parking shortages, traffic congestion and pollution. It will also ensure the ongoing ASCWU financial contribution of \$75,000.00 per year and an ASCWU representative for PTAC.

On June 15, 2021, the Public Transit Advisory Committee recommended Council approve the agreement.

Financial Impact: The 2021-2022 Transit budgets anticipated the ASCWU funding contribution of \$75,000 per year.

Attachments:

To be posted on the City of Ellensburg Web site

or

To Be Filed with Kittitas County Auditor

RETURN ADDRESS:

City of Ellensburg
City Clerk's Office
501 N. Anderson St.
Ellensburg, WA 98926

Contract No. 11520

**INTERLOCAL AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
CENTRAL WASHINGTON UNIVERSITY
AND
CITY OF ELLENSBURG**

THIS INTERLOCAL AGREEMENT is made and entered into by and between Central Washington University, hereinafter referred to as "University" or "CWU," and the City of Ellensburg, a Washington municipal corporation, hereinafter referred to as "City," pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, to provide transit services for the University and the Ellensburg community.

WHEREAS, the citizens of the City of Ellensburg approved Proposition 1 in 2016 which authorized the collection of 2/10ths of 1 percent sales tax; and

NOW THEREFORE, by virtue of Chapter 39.34 RCW and in consideration of the terms, conditions, and mutual covenants set forth herein and in the attached Exhibits.

The University and the City mutually agree as follows:

SECTION 1. PURPOSE.

The purpose of this Agreement is to provide transit services to the University and the greater Ellensburg community, as specified in the Statement of Work attached and incorporated herein as "Exhibit A", and depicted in the five (5) fixed routes as "Exhibit B."

SECTION 2. DUTIES AND RESPONSIBILITIES.

2.1 Provision of Transit Services. The City shall, by separate contract with a third-party turn-key transit provider, furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit "A."

2.2 Compensation for Work. The University shall compensate the City for the work provided in accordance with this Agreement. The parties have determined that the cost of accomplishing the work herein will be \$75,000.00 per year. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

SECTION 3. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2021, through June 30, 2023 unless terminated sooner or extended, as provided herein.

SECTION 4. BILLING PROCEDURE

The City shall submit invoices quarterly for partial payment throughout the term of this Agreement. Payment to the City for approved and completed work will be made by the University within thirty (30) days of receipt of the quarterly invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or the end of the fiscal year, whichever is earlier.

The University shall make payment to the City for completed work pursuant to the Agreement within thirty (30) days of receipt of an appropriate billing invoice from the City.

SECTION 5. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

SECTION 6. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

SECTION 7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

SECTION 8. TERMINATION

Either party may terminate this Agreement upon 60 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

SECTION 9. TERMINATION FOR CAUSE

If for any cause, either party fails to perform a material obligation of this Agreement in a timely and proper manner, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

SECTION 10. FORCE MAJEURE.

Either Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court of competent jurisdiction or authorized civil authority commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event should this provision eliminate the obligation of CWU to make payment to the City for the expenses of Work properly incurred under this Agreement prior to an event determined to have been caused by force majeure or eliminate the obligation of the third-party turn-key transit contractor to perform the Work, or any portion of the Work, under the Agreement that the third-party turn-key transit contractor can perform during or following the occurrence of the force majeure event.

SECTION 11. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

SECTION 12. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

SECTION 13. NO THIRD PARTY BENEFICIARIES.

It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

SECTION 14. ASSIGNMENT

The work to be provided under this Agreement will be assigned to a third-party contractor by the City pursuant to a separate written agreement between the City and the third-party contractor, subject to consent by the University provided such consent shall not be unreasonably withheld.

SECTION 15. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SECTION 16. SEVERABILITY

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.

SECTION 17. CONTRACT MANAGEMENT

The program manager 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 Agreement.

The Program Manager for the University is: Andreas Bohman
Vice President of Operations
400 E. University Way
Ellensburg, WA 98926-7436
Ph 963-2425

The Program Manager for the City is: Betsy Dunbar
Transit Manager
City of Ellensburg
501 N Anderson St.
Ellensburg, WA 98926
Ph 962-7221

SECTION 18. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties, except as may be supplemented by subsequent written amendment to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

6-8-2021
cm

STATE OF WASHINGTON
Central Washington University

Signature

By: Andreas Bohman

Vice-President of Operations

Title

6/11/21
Date

APPROVED AS TO FORM:

Attorney General's Office

City of Ellensburg

Signature

By: Heidi Behrends Cerniwey

City Manager

Title

Date

APPROVED AS TO FORM:

Terry Weiner, Ellensburg City Attorney

EXHIBIT A

Scope of Work

1. General Overview.

For several years, Central Washington University (“the University” or “CWU”) has partnered with the City of Ellensburg (“the City”) and other local entities to offer a bus transportation service known as Central Transit. During this time HopeSource applied and received grant funding from the Washington State Department of Transportation (“WSDOT”). This grant money matched the funding that was provided through CWU student fees (\$75,000 per year) and money contributed by other local entities.

In 2013 the City applied for and received a WSDOT grant as the lead agency for Central Transit. After further discussions following the grant award, the City, HopeSource and WSDOT agreed to have the City transfer the WSDOT grant to HopeSource as the vendor to offer the bus service through a contract. The Associated Students-CWU (“ASCWU”) Board of Directors (“BOD”) has agreed to continue to support Central Transit by contributing \$75,000 annually to Central Transit operations.

In the 2015 WSDOT program, HopeSource obtained funding and administered the grant and performed its obligations established under its contract with the City for continued operation of Central Transit.

On July 20, 2015 the Ellensburg Transportation Benefit District (TBD) was established by Ordinance 4707 pursuant to RCW 35.21.225 and Chapter 36.73 RCW; the TBD is consistent with public interest to provide adequate levels of funding for the public transportation system and infrastructure of the City. The City assumed all rights, powers immunities, functions and obligations of the Ellensburg TBD pursuant to SESSB 5987 Section 301 and Section 303 under Ordinance 4719 in December 2015 making the City responsible for Public Transit in the City of Ellensburg.

On April 26, 2016, the voters of the Ellensburg TBD approved Proposition 1, which authorized the collection of a sales and use tax in accordance with RCW 82.14.0455 for the purpose of paying for or financing the costs of public transportation maintenance, operation and improvement projects within the TBD. The Ellensburg City Council then adopted Ordinance 4717, which imposed a 0.2% sales and use tax for a period of ten years for the purpose of funding the costs of public transportation maintenance, and operation improvements within the Ellensburg TBD.

On February 9, 2017, the City issued RFP No. 17-047 for the purpose of selecting a turn-key operator of Central Transit for the City of Ellensburg. On March 27, 2017 the selection committee chose HopeSource to be the service provider and on May 1, 2017 the Ellensburg City Council approved the award of the contract to HopeSource, hereinafter referred to as “Contractor”.

2. Scope of Work.

2.1. Central Transit.

The City including the Public Transit Advisory Committee (PTAC), the CWU Operations Division, referred to as CWU, and the Associated Students of Central Washington University Board of Directors, and the third-party fixed route system Contractor will work jointly to define routing and scheduling of the transit system. Central Transit will reduce the number of single occupant vehicles brought to campus, surrounding neighborhoods and the Ellensburg business areas by providing transportation between the residential areas on and off campus and the Ellensburg business areas. Transportation services for Central Transit will be provided by said contractor pursuant its Federal/State Operating Grant Agreement with WSDOT and a separate contract between the City and the Transit Contractor.

2.2. Service Levels.

The Contractor will provide the following service under its contract with the City commencing July 1, 2021 and ending at the end of the scheduled service on June 30, 2023

- 2.2.1. Operate public transit bus routes, within the limits of the available resources, that reasonably meets the needs of CWU students and the citizens of Ellensburg. The service will not operate on holidays which the City or the Contractor observe, or holidays CWU observes (Thanksgiving and Christmas). During inclement weather or other disasters, the City may suspend services as warranted; however, the City or the Contractor will notify CWU through direct contact or postings on electronic media, of the reasons and timeframe for suspension.
- 2.2.2. The five (5) fixed routes, hours of operation, and stops are incorporated by reference in Exhibit "B". Subsequent changes, or requests for changes shall be undertaken in consultation with CWU, The City of Ellensburg, and the Contractor.
- 2.2.3. If funds are not allocated by ASCWU to continue this contract in any future period, CWU will not be obligated to pay any further charges for services, including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current period. Upon such notification, neither the City nor the Contractor shall be obligated to provide any further transit services to CWU or CWU students. CWU agrees to notify the City of Ellensburg of such non-allocation at the earliest possible time. No penalty shall accrue to CWU in the event this section shall be exercised. This section shall not be construed so as to permit CWU to terminate this contract in order to acquire similar service from a third party.

3. Cooperative Endeavors by CWU and City of Ellensburg.

- 3.1. CWU and the City recognize that it is necessary to continue working and planning together to address and resolve the transportation needs and issues confronting CWU and the City. CWU and the City further understand that ongoing planning and working together is a non-binding and non-enforceable commitment and that CWU and the City will exercise their best efforts to continue working and planning together to address and resolve transportation issues including but not limited to the following:
 - 3.1.1. CWU and the City will engage the Associated Students of Central Washington University (ASCWU) PTAC representative in these joint discussions.
 - 3.1.2. CWU and the City will work in partnership to secure any applicable Federal and State funding available for the intended purpose and will seek ways to minimize costs for the services being provided.
- 3.2. CWU and City staff will identify how they will work together to improve and maintain communication and joint planning with the following goals:
 - 3.2.1. Develop a partnership between the University and the City of Ellensburg to address campus transportation issues.
 - 3.2.2. Involve the ASCWU in any discussions of service and fee changes.
 - 3.2.3. Develop cost effective and innovative transportation alternatives and minimize major transportation capital improvements and cost.
 - 3.2.4. Assure that where appropriate CWU's public transportation needs, as well as the community's public transportation needs, are served. At a minimum, CWU will engage the City in discussion of services the City provides to the University and how those services might be reshaped to better serve the University and the community.

4. Additional Requirements.

- 4.1. The City will ensure there is a minimum of (1) CWU student position(s) on the PTAC. The student(s) serving on this committee will be a member of the ASCWU-BOD or their designee.
- 4.2. Any ridership fees imposed upon CWU students must come before the ASCWU-BOD for approval prior to implementation.
- 4.3. Central Transit will adequately reflect the demographics of our community and the City will ensure there are adequate transportation routes and stops in areas that are historically populated by CWU students.

4.4. The ASCWU-BOD reserves the right to withdraw funding at any point if the City does not meet its obligations as outlined in this scope of work. The City reserves the right to suspend student representation on the PTAC and/or impose fees on students of CWU without ASCWU-BOD approval if the ASCWU-BOD does not meet its funding obligation of \$75,000.00 per year.

4.5. CWU is not responsible for the actions of its students or invited guests for this service.

5. Insurance Requirements.

5.1. General Requirements.

5.1.1. The Contractor shall procure and maintain insurance, as required in this Section and consistent with its Operating Agreement with the City, without interruption from commencement of the Contractor's work through the term of the Operating Agreement.

5.1.2. Contractor's maintenance of insurance, its scope for coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

5.2. Liability Limits. The Contractor is responsible to secure and maintain, at its own expense, the following types of insurance:

5.2.1. Commercial General Liability: The Contractor shall provide and maintain general liability coverage for bodily injury (including but not limited to sexual abuse or molestation) and property damage of \$1,000,000 combined single limit for any one occurrence. The insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

5.2.1 Automobile Liability: The Contractor shall provide and maintain automobile liability coverage for all revenue and non-revenue vehicles used in the project for bodily injury and property damage to a combined single limit of \$1,000,000 for any one occurrence. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

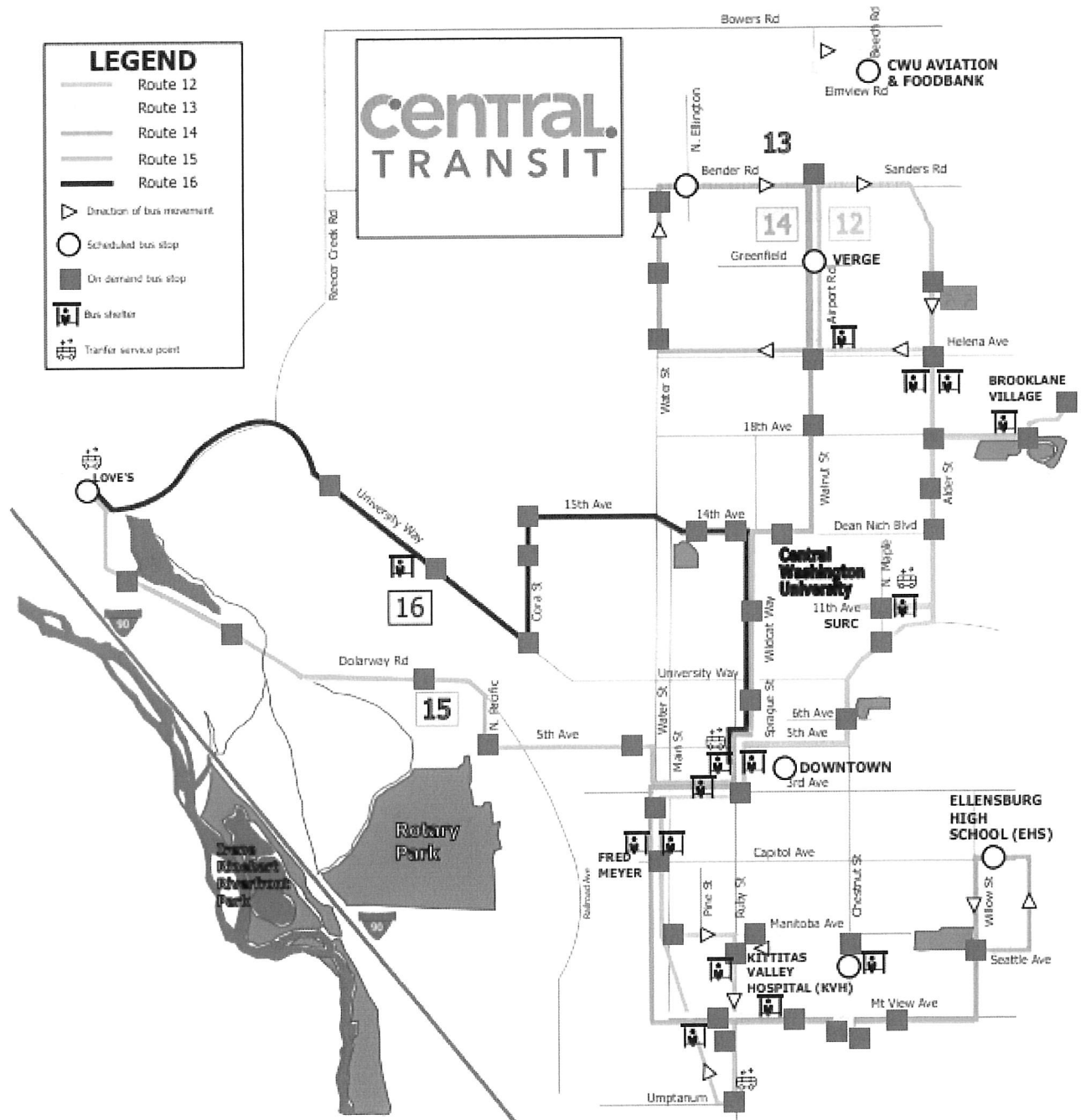
5.2.2 Workers Compensation: The Contractor shall provide coverage as required by the Industrial Insurance laws of the State of Washington.

5.2.3 Excess or Umbrella Liability: The Contractor shall provide excess or umbrella

liability insurance coverage with limits of not less than \$10 million per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through the Contractor's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

- 5.3. All insurance coverage required to be maintained or provided by the Contractor must be with insurance companies legally allowed to operate within the State of Washington. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII
- 5.4. Certificates of insurance (except unemployment insurance) are to be submitted to the City on an annual basis, or when expired, and immediately when carriers or coverage limits change.
- 5.5. All insurance costs shall be at the expense of the Contractor. Failure to maintain all insurance coverages as listed above at any time during the duration of the project may result in immediate termination of contract.

Map and Timetables



Route 12 - DAILY SERVICE EVERY 30 MINUTES

From	Southbound	Northbound
To	Airport & Greenfield	Ruby & Umptanum
	Ruby & Umptanum	Airport & Greenfield

Timed bus stop

bus stop											

NOTE: BROOKLANE IS SERVED BY ROUTE 12 SOUTHBOUND BUSES ONLY

Central Transit's ADA Paratransit Service

ADA Paratransit service is a great way for residents of Ellensburg with physical or mental disabilities, temporary injury or illness to access accessible door to door transportation services within the City of Ellensburg. To qualify for services, apply online at www.adaride.com or call (877) 232-7433. You may also call HopeSource at (509) 933-2287.

Service Hours:

Monday-Sunday 7 AM to 8 PM

Route 13 - DAILY SERVICE EVERY 60 MINUTES

From To	Southbound					Northbound				
	Beech & Elmview Cherry Lane & Ruby					Cherry Lane & Ruby Beech & Elmview				
										
	Beech & Elmview (Bowers Field Airport)	E Dean Mc & Walnut (Brooks Library)	Depart Ruby & 4th (Downtown)	Water & Capitol (Fred Meyer)	E Mt View & Pine (Super 1)	Chestnut & Seattle (Kwik)	E Mt View & Pine (Super 1)	Water & Capitol (Fred Meyer)	Depart Ruby & 4th (Downtown)	Beech & Elmview (Bowers Field Airport)
AM	7:05	7:10	7:25	7:29	7:37	7:44	7:47	7:52	7:57	8:01
PM	8:05	8:10	8:25	8:29	8:37	8:44	8:47	8:52	8:57	9:01
	9:05	9:10	9:25	9:29	9:37	9:44	9:47	9:52	9:57	10:01
	10:05	10:10	10:25	10:29	10:37	10:44	10:47	10:52	10:57	11:01
	11:05	11:10	11:25	11:29	11:37	11:44	11:47	11:52	11:57	12:01
	12:05	12:10	12:25	12:29	12:37	12:44	12:47	12:52	12:57	1:01
	1:05	1:10	1:25	1:29	1:37	1:44	1:47	1:52	1:57	2:01
	2:05	2:10	2:25	2:29	2:37	2:44	2:47	2:52	2:57	3:01
	3:05	3:10	3:25	3:29	3:37	3:44	3:47	3:52	3:57	4:01
	4:05	4:10	4:25	4:29	4:37	4:44	4:47	4:52	4:57	5:01
	5:05	5:10	5:25	5:29	5:37	5:44	5:47	5:52	5:57	6:01
	6:05	6:10	6:25	6:29	6:37	6:44	6:47	6:52	6:57	7:01
	7:05	7:10								7:05

Route 14 - DAILY SERVICE EVERY 60 MINUTES

From To	Southbound					Northbound				
	Bender & Ellington Capitol & Willow					Capitol & Willow Bender & Ellington				
										
	Bender & Ellington	E Dean Mc & Wilcox WY (Brooks Library)	Depart Ruby & 4th (Downtown)	Water & Capitol (Fred Meyer)	E Mt View & Pine (Super 1)	E Mt View & Chestnut (Starwood)	Capitol & Willow (Ellis)	E Mt View & Pine (Super 1)	Water & Capitol (Fred Meyer)	Depart Ruby & 4th (Downtown)
AM	7:37	7:42	7:55	7:59	8:03	8:07	8:11	8:19	8:23	8:27
PM	8:37	8:42	8:55	8:59	9:03	9:07	9:11	9:19	9:23	9:27
	9:37	9:42	9:55	9:59	10:03	10:07	10:11	10:19	10:23	10:27
	10:37	10:42	10:55	10:59	11:03	11:07	11:11	11:19	11:23	11:27
	11:37	11:42	11:55	11:59	12:03	12:07	12:11	12:19	12:23	12:27
	12:37	12:42	12:55	12:59	1:03	1:07	1:11	1:19	1:23	1:27
	1:37	1:42	1:55	1:59	2:03	2:07	2:11	2:19	2:23	2:27
	2:37	2:42	2:55	2:59	3:03	3:07	3:11	3:19	3:23	3:27
	3:37	3:42	3:55	3:59	4:03	4:07	4:11	4:19	4:23	4:27
	4:37	4:42	4:55	4:59	5:03	5:07	5:11	5:19	5:23	5:27
	5:37	5:42	5:55	5:59	6:03	6:07	6:11	6:19	6:23	6:27
	6:37	6:42								6:37



For information about connecting services visit
<https://ci.ellensburg.wa.us/centraltransit>

Route 15 - DAILY SERVICE EVERY 60 MINUTES

From To	Westbound					Eastbound				
	Ruby & 4th via Dolarway I-90 West Interchange					I-90 West Interchange Ruby & 4th via Dolarway				
										
	Depart Ruby & 4th (Downtown)	5th & N. Pacific	I-90 West Interchange (Love's)	5th & N. Pacific	Arrive Ruby & 4th (Downtown)	Depart Ruby & 4th (Downtown)	5th & N. Pacific	I-90 West Interchange (Love's)	5th & N. Pacific	Arrive Ruby & 4th (Downtown)
AM	7:58	8:03	8:11	8:15	8:21	7:58	8:03	8:11	8:15	8:21
PM	8:58	9:03	9:11	9:15	9:21	9:58	10:03	10:11	10:15	10:21
	10:58	11:03	11:11	11:15	11:21	11:58	12:03	12:11	12:15	12:21
	12:58	1:03	1:11	1:15	1:21	1:58	2:03	2:11	2:15	2:21
	2:58	3:03	3:11	3:15	3:21	3:58	4:03	4:11	4:15	4:21

Route 16 - DAILY SERVICE EVERY 60 MINUTES

From To	Westbound					Eastbound				
	Ruby & 4th via University Way I-90 West Interchange					I-90 West Interchange Ruby & 4th via University Way				
										
	Depart Ruby & 4th (Downtown)	14th & Wilcox Way	I-90 West Interchange (Love's)	14th & Wilcox Way	Arrive Ruby & 4th (Downtown)	Depart Ruby & 4th (Downtown)	14th & Wilcox Way	I-90 West Interchange (Love's)	14th & Wilcox Way	Arrive Ruby & 4th (Downtown)
AM	7:25	7:30	7:39	7:48	7:52	7:25	7:30	7:39	7:48	7:52
PM	8:25	8:30	8:39	8:48	8:52	9:25	9:30	9:39	9:48	9:52
	10:25	10:30	10:39	10:48	10:52	11:25	11:30	11:39	11:48	11:52
	12:25	12:30	12:39	12:48	12:52	1:25	1:30	1:39	1:48	1:52
	2:25	2:30	2:39	2:48	2:52	3:25	3:30	3:39	3:48	3:52
	4:25	4:30	4:39	4:48	4:52	5:25	5:30	5:39	5:48	5:52
	6:25	6:30	6:39	6:48	6:52					



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: July 19, 2021

Item Title/Agenda Subject: Agreement between Prestige Senior Living at Hearthstone and the City of Ellensburg for Cabulance service

Submitted by: Betsy Dunbar Public Works & Utilities

Recommended Action or Motion: Authorize the City Manager to approve the Agreement between Prestige Senior Living at Hearthstone (Hearthstone) and the City of Ellensburg for Cabulance service.

Background/Summary: The new agreement between Hearthstone and the City of Ellensburg for Cabulance service will be for the next biennium of July 1, 2021 through June 30, 2023.

Previous Council Action: On June 15, 2020, the City Council approved the previous agreement between Hearthstone and the City of Ellensburg for Cabulance service.

Analysis: Approval of the 2021 - 2023 Agreement will allow the medical staff at Hearthstone to provide non-emergency medical transportation services through its contracted third-party turn-key service provider, for persons needing accessible transportation within the City limits of Ellensburg.

On June 15, 2021, the Public Transit Advisory Committee recommended Council approve the agreement.

Financial Impact: Funding for Cabulance service is included in the City's adopted 2021-2022 budget.

Attachments:
[HEARTHSTONE CABULANCE AGREEMENT 2021 - 2023](#)

**AGREEMENT
BETWEEN
ELLENSBURG VENTURES, LLC
Dba Prestige Senior Living at Hearthstone
AND
CITY OF ELLENSBURG
FOR CABULANCE SERVICE**

THIS AGREEMENT is made and entered into by and between Ellensburg Ventures, LLC dba Prestige Senior Living at Hearthstone, hereinafter referred to as “Hearthstone,” and the City of Ellensburg, a Washington municipal corporation, hereinafter referred to as “City,” for Hearthstone to initiate Cabulance service from the City of Ellensburg through the City’s contractor when non-emergency accessible transportation from their care facility is needed upon discharge of a non-ambulatory patient requiring accessible non-emergency transportation or from one approved care facility to another approved care facility within the city limits of Ellensburg, Washington pursuant to the terms and conditions of this Agreement.

WHEREAS, the citizens of the City of Ellensburg approved Proposition 1 in 2016 which authorized the collection of 2/10ths of 1 percent sales tax; and

WHEREAS, the funds generated from the sales tax are to be used to improve and expand transit service within the City of Ellensburg, which includes establishing a service to provide cabulance transportation to qualifying medical patients; and

WHEREAS, it is agreed that this service is beneficial to both the City and Hearthstone; and

NOW THEREFORE, in consideration of the terms, conditions, and mutual covenants set forth herein and in the attached Exhibit A.

SECTION 1. PURPOSE.

The purpose of this Agreement is for the City to provide non-emergency medical transportation services through its contracted third-party turn-key service provider, for persons needing accessible transportation within the City limits of Ellensburg.

SECTION 2. DUTIES AND RESPONSIBILITIES.

2.1 Requesting Cabulance Services. Hearthstone, through its medical staff may request Cabulance service when an accessible vehicle is required to transport an individual to an Ellensburg medical facility and the individual does not require emergency or ambulance transportation. Hearthstone will complete Part A of the Cabulance Travel voucher attached hereto as Exhibit A for Cabulance service request.

2.2 Provision of Cabulance Services. The City shall, by separate contract with a third-party turn-key service provider furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work.

2.3 Compensation for Work. The City will be responsible for compensating the Cabulance service provider for the trips provided in accordance with this Agreement.

SECTION 3. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2021 through June 30, 2023, unless terminated sooner or extended, as provided herein.

SECTION 4. FINANCIAL OBLIGATION

There is no financial obligation between the City and Hearthstone for Cabulance service.

SECTION 5. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain vouchers, records, documents and other evidence which sufficiently and properly reflect all Cabulance trips initiated by Hearthstone. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

SECTION 6. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

SECTION 7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

SECTION 8. INDEMNIFICATION

Section 8.1 Indemnification by Hearthstone. Hearthstone agrees to hold harmless, indemnify, and defend the City, its elected officials, officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of Hearthstone, or damage to property arising out of any willful misconduct or negligent act, error or omission of Hearthstone, its officers, agents, subcontractors or employees, in connection with the services required by this Agreement.

Section 8.2 Indemnification by City. The City agrees to hold harmless, indemnify, and defend Hearthstone, its elected officials, officers, agents, and employees, from and against any and all claims, losses, or liability for injuries, sickness or death of persons, including employees of the City, or damage to property, arising out of any willful misconduct or negligent act, error or omission of the City, its officers, agents, subcontractors or employees, in connection with the services required by this Agreement.

SECTION 9. TERMINATION

Either party may terminate this Agreement for any reason upon 90 days' prior written notification to the other party.

SECTION 10. TERMINATION FOR CAUSE

If for any cause, either party fails to perform a material obligation of this Agreement in a timely and proper manner, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

SECTION 11. FORCE MAJEURE.

Either Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: any incidence of fire, flood, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court of competent jurisdiction or authorized civil authority commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.

SECTION 12. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a

determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

SECTION 13. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

SECTION 14. NO THIRD-PARTY BENEFICIARIES.

It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

SECTION 15. ASSIGNMENT

The work to be provided under this Agreement will be assigned to a third-party contractor by the City pursuant to a separate written agreement between the City and the third-party contractor.

SECTION 16. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SECTION 17. SEVERABILITY

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.

SECTION 18. CONTRACT MANAGEMENT

The program manager 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 Agreement.

The Program Manager for Hearthstone is:

Jenifer Stucke
Executive Director
Ellensburg Venture, LLC
dba Prestige Senior Living at Hearthstone
802 E. Mountain View Ave
Ellensburg, WA 98926
Ph. 509-925-3099

The Program Manager for the City is

Betsy Dunbar
City of Ellensburg
501 N Anderson St.
Ellensburg, WA 98926
Ph. 509-925-8680

SECTION 19. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties, except as may be supplemented by subsequent written amendment to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Hearthstone

City of Ellensburg

Signature

By: Jennifer Stucke

Signature

By: Heidi Behrends Cerniwey

Executive Director

Title

City Manager

Title

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Terry Weiner, Ellensburg City Attorney

EXHIBIT A
City of Ellensburg Cabulance Travel Voucher – One Way Trip
501 N Anderson St. Ellensburg, WA 98926 Ph. 509-899-6364

DATE: _____

PART A: To be completed by Authorized Requester

PLEASE PRINT

Name of Medical Facility or Health Care Provider Requesting Trip: _____

Name of Authorized Requester: _____

Title of Authorized Requester: _____

Pickup Location: _____

Requested Pick Up Time: _____ **Military Time**

Name of Passenger: _____

Passenger Address: _____ Ellensburg, WA 98926

Passenger Date of Birth or Age _____

MOBILITY DEVICE: Please circle one below

Ambulatory | Manual Wheelchair | Power Wheelchair (30" wide Max) | Walker | Cane

Does the Passenger have access to their residence? **YES** ☐ **NO** ☐

If NO, it has been verified that someone will be at the residence to receive the Passenger. **YES** ☐ **NO** ☐

Signature of the requesting Health Care Professional verifying the above information is true, correct and meets all the criteria stipulated in the scope of work: _____

PART B: To be completed by the Cabulance Driver

PLEASE PRINT

Name of Cabulance Driver: _____

Pick Up Time: _____ **Military Time**

Drop off Location: _____ Ellensburg, WA 98926

Drop off Time: _____ **Military Time**

VEHICLE NUMBER: _____ **STARTING MILES:** _____ **ENDING MILES:** _____

Name of Responsible Party at Drop Off Location: _____

Signature of Responsible Party or Passenger: _____



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: July 19, 2021

Item Title/Agenda Subject: Project Acceptance – Bid Call #2020-10, WWTF Surface Aerator Procurement

Submitted by: Mike Helgeson Public Works & Utilities

Recommended Action or Motion: Staff recommends Council accept Bid Call #2020-10 as complete and approve carry forward of the necessary funds from the 2020 Sewer budget.

Background/Summary: The Wastewater Treatment Facility (WWTF) operates with eight surface aerators. Two (2) of the eight (8) aerators were replaced in 2015. Staff prepared the bid documents and advertised the bid for four (4) surface aerators and bids were opened on November 3, 2020.

Four (4) surface aerators have been purchased and installed at the WWTF. Staff is recommending that Bid Call #2020-10 be accepted as complete.

Previous Council Action: At its December 7, 2020 meeting the City Council awarded Aqua-Aerobic Systems, Inc. the lowest responsive and responsible bidder, Bid Call #2020-10 in the amount of \$80,575.20.

Analysis: The aerators were received and were installed in May of 2021. The total cost for the procurement of the aerators was \$80,575.20.

Financial Impact: Adequate funds existed in the 2020 Sewer budget for the purchase of the aerators. Because delivery didn't occur until 2021 staff is requesting a carry forward of funds from the 2020 Sewer budget in the amount of \$80,575.20.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: July 19, 2021

Item Title/Agenda Subject: Agreement with Ellensburg Rugby Club for Improvements at West Ellensburg Park

Submitted by: Brad Case Parks and Recreation

Recommended Action or Motion: Authorize the Mayor to sign the agreement with the Ellensburg Youth Rugby Club on behalf of the City of Ellensburg.

Background/Summary: The proposed agreement allows the Ellensburg Youth Rugby Club to make improvements to the baseball field at West Ellensburg Park by installing rugby goals and removing the backstop fencing and dugouts.

At their March 12, 2021 Parks & Recreation Commission Meeting, Bob Ford, from the Ellensburg Rugby Club, a co-ed program with over 100 participants ranging from U-12 to high school age, presented a proposal to convert Fairpoint Field, the baseball field at West Ellensburg Park, into a multi-use field that could accommodate a variety of uses by removing the dirt infields and converting them to grass. This project would convert the space into an area that can be used for rugby, flag football, soccer, and potentially lacrosse or ultimate frisbee.

At their May 12, 2021 Park & Recreation Commission, Mr. Ford, returned to the Commission and requested support to continue with the development of a rugby field at West Ellensburg Park by removing the existing baseball backstop fencing and dugouts. Follow up phases could include reconfiguring the small parking lot located north of the field, improved bleacher seating, and a new bathroom/concession/storage building. Repurposing existing park space into a higher, better use was identified as a community priority in the park comprehensive plan update.

The Commission supported both requests.

Previous Council Action: No previous Council action.

Analysis:

It has been over five years since Fairpoint Field was used for organized baseball games, and teams are using the two newer full sized baseball fields at Rotary Park or the two full sized softball fields at Rotary Park. In total, there are eight dedicated baseball/softball fields at Rotary Park and one additional stand alone backstop that can be used by the public.

In addition, one of the goals and priorities identified in the 2016 Park Comprehensive Plan update was maximizing existing park inventory to their highest use, which this proposal would do by converting the space into an area that can be utilized for rugby, soccer, flag football and potentially lacrosse, and ultimate frisbee. The maintenance and condition of the park will be improved through the removal of the infield dirt, which if not maintained and used daily, quickly becomes filled with weeds.

The local youth baseball programs, as well as high school baseball program, have been contacted about the proposed conversion of the baseball field into a multipurpose field and there were no concerns about the change in use.

Financial Impact:

There is no financial impact to the City.

Attachments:

[Agreement with Ellensburg Rugby Club](#)
[Exhibit A Rugby Field at West Ellensburg Park](#)

**AGREEMENT BETWEEN THE CITY OF ELLENSBURG AND
THE ELLENSBURG RUGBY CLUB FOR IMPROVEMENT'S AT
"WEST ELLENSBURG PARK"**

THIS AGREEMENT by and between the City of Ellensburg, a municipal corporation of the State of Washington ("City"), and the Ellensburg Rugby Club (ERC) of Ellensburg, Washington, is made this ____ day of _____, 2021, for the purposes described herein.

WHEREAS, the City of Ellensburg owns the West Ellensburg Park property located at 700 N. Poplar in Ellensburg, Washington; and

WHEREAS, the ERC has offered to assist the City by installing rugby goals, removing backstop fencing and dugouts at "West Ellensburg Park" through donations of labor, materials and services; and

WHEREAS, pursuant to RCW 35.21.278, the City Council may, without regard to competitive bidding laws for public works, contract with a service organization, a community, youth, or athletic association or other similar association for the purpose of making improvements to a park, and

WHEREAS, the parties wish to memorialize their understanding of the ERC's intended donation of park improvements,

Now, therefore, the parties agree as follows:

1. Improvements. The ERC will complete improvements for the City at West Ellensburg Park. These improvements are more particularly described in the Scope of Work, appended hereto as Exhibit A. Park improvements will begin no sooner than July 20, 2021 and shall be completed no later than October 31, 2021.
2. Donation. The improvements will be constructed exclusively through donations of labor, materials and services by ERC or its members; no reimbursement or other form of payment will be made by the City to the ERC in exchange for the improvements.
3. Contract authorized by RCW 35.21.278. Improvements will be on City-owned property and in accordance with the provisions of RCW 35.21.278 shall be completed without regard to competitive bidding laws for public works.
4. Volunteers. Pursuant to RCW 35.21.278, the ERC may use volunteers in its construction of the improvements and provide volunteers with clothing and tools, meals and refreshments, accident/injury coverage, and reimbursement of their expenses. The ERC will provide the City with a roster of individual participants including the names, ages and hours worked.

ERC will report any injuries sustained by participants during their volunteer activities to the City immediately upon occurrence.

5. Indemnification. ERC is responsible for directly supervising the activities of all the individuals in our group who will be doing volunteer work, and therefore, in consideration of our organization and members being permitted to perform services on City property, our organization agrees to defend, indemnify and hold harmless the City and its officials, employees and agents from any damage claim or lawsuit for injury, illness, damage or other loss of any kind to anyone including members of our organization that might arise out of our activities or the actions of any individuals of our group, except for injuries or damages caused by the sole negligence of the ERC.

6. Insurance. ERC has commercial general liability insurance of at least one million dollars to cover our activities. A copy of the certificate of insurance and the additional insured endorsement, naming the City as an "additional insured," will be provided before work begins.

7. Long-Term Maintenance and Operation. The park improvements to be constructed at West Ellensburg Park under the terms of this agreement, when completed and accepted by the Ellensburg City Council, will be City-owned facilities. The ERC shall not be responsible, financially or otherwise, for the cost of its maintenance and operation.

8. Assignment. The ERC shall not assign this agreement without the prior written consent of the City.

9. Entire agreement; Amendment. This agreement is the complete expression of the terms herein and any oral representations or understandings not incorporated herein are excluded. This agreement may be amended only through mutual written agreement of the parties.

AGREED TO AND SIGNED this ____ day of _____, 2021.

ELLENSBURG RUGBY CLUB

Signature

Print Name, Title

CITY OF ELLENSBURG

ATTEST:

Bruce Tabb, Mayor

Beth Leader, City Clerk

EXHIBIT "A"
West Ellensburg Park Rugby Field Improvements
Scope of Work to be performed by the
Ellensburg Rugby Club
In Cooperation with the City of Ellensburg

LOCATION

This project is at the former baseball field at West Ellensburg Park, Ellensburg, Washington.

SCOPE

This project consists of the Ellensburg Rugby Club (ERC) using ERC labor and funding from various sources to construct and donate and make field improvements at West Ellensburg Park.

DESCRIPTION OF WORK

This section describes the work to be completed on the site. It is the ERC's responsibility to provide all details required for a neat and workmanlike finished project.

1. Furnish and install one set of rugby goals.
2. Remove backstop fencing.
3. Remove baseball dugouts (2).
4. Remove wing fencing located down the first base and third base line.

The items of work described are not necessarily in the order of work the ERC might choose to do them in. ERC is responsible for the disposal of all waste materials.

PROJECT COORDINATION AND MANAGEMENT

The ERC agrees to include the City in decisions concerning installation, preparation, and installation procedures. ERC will provide City staff with progress reports concerning park improvements.

QUALITY CONTROL/CONTROL OF INSTALLATION

All work is to be performed by persons qualified. City staff will inspect work in accordance with City specifications.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: July 19, 2021

Item Title/Agenda Subject: Project Acceptance - Bid Call 2020-16 North Campus Signalization Project

Submitted by: Hunter Slyfield Public Works & Utilities

Recommended Action or Motion: Accept Bid Call 2020-16 as complete and approve the necessary budget adjustments.

Background/Summary: Construction of the North Campus Signalization project was completed in March 2021, which included installation of a traffic signal system, upgraded illumination system and ADA upgrades at the intersections of 14th Avenue/Wildcat Way and 18th Avenue/Walnut Street. The project also included underground electrical distribution improvements. Staff has recently received the necessary project closeout paperwork from the contractor and Council is now being requested to accept the project as complete.

Previous Council Action: At the November 4th, 2019 Regular Council Meeting, Council authorized the City Manager to execute the 'Cost Plus Fixed Fee' contract with Perteet Inc. for the engineering and design of the North Campus Signalization Project. Council also approved a supplemental budget adjustment to fund the contract with Traffic Impact Fees.

At the July 6th, 2020 Regular Council Meeting, Council awarded the above-mentioned project to Neppel Electric & Controls, LLC.

Analysis: The original contract amount bid for the project was \$1,377,516.97, with the final contract amount being \$1,402,283.05 for the following three bid schedules and change orders:

Schedule "A": 14th Avenue & Wildcat Way. This schedule included all work needed to construct the traffic signal system and associated improvements at the intersection of 14th Avenue & Wildcat Way. Bid - \$553,651.50, Final Contract -

\$541,146.60.

Schedule “B”: 18th Avenue & Walnut Street. This schedule included all work needed to construct the traffic signal system and associated improvements at the intersection of 18th Avenue & Walnut Street. Bid - \$582,800.50, Final Contract - \$571,096.30.

Schedule “C”: Electric Utility Improvements. This schedule included the installation of electrical conduit and vaults for future underground electrical distribution. Bid - \$241,064.97, Final Contract - \$252,335.21.

Change Orders for additional Electric Utility Improvements and Fiber Optic Cabling. Final Contract - \$37,704.94.

Financial Impact:

Costs for Schedules “A” & “B” were included in the 2019/2020 biennial budget; but, due to the construction not being completed until 2021, an amendment to the 2021 Arterial Street Budget will be required to carry forward \$483,838.62, and to the Traffic Impact Fee Budget to carry forward \$253,248.00.

Costs incurred in 2021 for Schedule “C” were not budgeted and will require a supplemental appropriation to the 2021 Light Budget in the amount of \$33,055.96.

Costs for Schedule “A” were funded by Central Washington University while the costs for Schedule “B” were funded by Traffic Impact Fees. Costs for Schedule “C” were funded by the Light Fund.

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.

Synne Pence, Acting Director 7/12/21
AUDITING OFFICER DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **19TH DAY OF JULY 2021**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts
Check #'s	153762	TO	153924	\$ 241,058.97
EFT #'s	4930	TO	4953	\$ 1,190,578.87

Payroll Fund				Total Amounts
Check #'s	95355	TO	95361	\$ 7,986.84
Direct Deposits	62523	TO	62754	\$ 412,633.80

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: July 19, 2021

Item Title/Agenda Subject: City Board & Commission Term Limit Subcommittee Recommendations

Submitted by: Heidi Behrends Cerniwey City Manager Department

Recommended Action or Motion: Review recommendations by Ad Hoc Subcommittee and provide direction to staff to prepare future policy actions.

Background/Summary: At the May 17, 2021 meeting, the City Council discussed term limits for advisory Board and Commission members that would provide opportunity for new voices and representation and offered consistency across boards and commissions. In addition, members discussed a need to reconsider the rules limiting remote attendance.

Previous Council Action: At the May 17, 2021, City Council meeting, a sub-committee of members, Councilmember Mary Morgan and Councilmember Tristen Lamb, and staff were tasked with reviewing current policy and making recommendations for future consideration.

The Subcommittee developed recommendations during two meetings on May 27 and June 25, 2021. The Subcommittee requested that the Diversity, Equity, and Inclusion (DEI) Commission review recommendations and that all City Board and Commission members be notified of the discussion. The DEI Commission reviewed the Sub-Committee recommendations at their regular meeting on July 13, 2021 and provided feedback. The Commission members supported establishment of term limits and provided additional guidance that was incorporated into the attached memo.

Analysis: The Ad Hoc Subcommittee Recommendations are attached.

Financial Impact: None at this time.

Attachments:

[Ad Hoc Sub-Committee Recommendations](#)

[Ad Hoc Sub-Committee Recommendations Table](#)



TO: City Council
FROM: Heidi Behrends Cerniwey, City Manager
Laurie Gigstead, Executive Assistant
DATE: July 19, 2021
RE: Council Ad Hoc Sub-Committee on Term Limits for Boards & Commissions

Sub-Committee Members: Councilmember Mary Morgan and Councilmember Tristen Lamb

Background: Ellensburg City Council discussion on May 17, 2021, outlined concerns about consistency, included interest in developing a process for re-appointment that provided opportunity for new voices and representation on advisory boards and commissions. Some commissions have term limits, some do not. Other concerns voiced related to remote meeting attendance as Council changed rules in recent years to allow remote attendance under certain circumstances.

The Sub-Committee met twice—May 27, 2021 and June 25, 2021—to develop the following recommendations. The Sub-Committee requested review of recommendations by the City’s Diversity, Equity, and Including (DEI) Commission, prior to Council review. The DEI Commission reviewed the draft Sub-Committee recommendations on July 13, 2021 which have been incorporated into this memo.

Goals: Create recommendation for re-appointment of City Boards & Commissions members. The Sub-Committee determined the following principles applied to the discussion:

- Equity is important in representation and terms (recognize some boards have specific requirements outlined in RCW, etc.)
- Inclusion – new voices and ideas can benefit the community
- Encourage informed and engaged representatives of the community serving in these advisory roles

Recommendations:

- **Establish consistent term limits (where possible) to encourage new participation.**
 - For those commissions with terms less than or equal to three (3) years: establish reappointment maximum of two (2) terms for an overall service limit of three (3) terms
 - For those commissions with terms greater than or equal to four (4) years: establish reappointment maximum of one (1) term for an overall service limit of two (2) terms
 - Define “unexpired term” as less than 2 years in length
- **Actively recruit community members for service.**
 - Be more proactive in announcing and recruiting for openings (i.e. in October for December expirations and in March for May expirations – advertise upcoming terms that will expire/potential vacancies – noting accepting new applications until ____.)
 - Tell our story – people need to understand the role, purpose, and opportunity available for service
 - Be inclusive with language of materials with service opportunities, especially Spanish translation for materials and translator services available for meeting participation
 - Students are an important part of our community and policy changes should consider impacts on their ability to serve on boards and commissions
- **Allow remote/virtual meeting participation universally.**

- Acknowledge that options for remote meeting participation can offer accessibility and expand participation to under-represented voices
- If the concern about limiting remote meeting attendance is that people that do not “live” or reside in the community, then a solution may be to define “residency” in council rules. Sub-committee proposed that definition of “resident” could be defined as living in Ellensburg a minimum of 300 days per year. DEI Commission stressed importance of not excluding students with the definition of “resident” for service.
- **Eliminate any board or commission that is not actively meeting.**
 - The Building Appeals Board duties could be transferred to Hearing Examiner.
- **Consider administrative changes to improve service expectations.**
 - Request that applicants to attend one meeting, prior to appointment (change application to reflect this requirement)
 - Applicants could be interviewed by Council liaison and the appointed commission staff, who in turn make the recommendation (prior to introduction at Council meeting)
 - Consider returning to prior process where applicants were introduced at 1st meeting of the month and appointments considered at the 2nd meeting of the month

The Sub-Committee recommended that all Board and Commission members be notified of the discussion regarding term limits for service.

In addition to standardizing terms of appointment, Council could consider standardizing formal appointment procedure as it varies by Board and Commission. i.e., In some Commissions, the Mayor appoints a member and Council confirms the appointment; in others, the Mayor recommends and Council appoints, etc.

COMMISSION	TERM LEGNTH	LIMIT	METHOD	AUTHORITY	MEMBERS	RESIDENCY REQUIREMENTS	SPECIFIC QUALIFICATIONS	TERM/LIMIT CHANGE OPTION	OTHER CONSIDERATIONS
Affordable Housing Commission	3	3 consecutive terms	Mayor - Council Confirm	ECC 1.86	7	5 city residents	N	Currently 3- term limit	
Arts Commission	4	N	Mayor - Council Confirm	ECC 1.33	7	N	N	1.33.080 – add 2-term limit	
Building Appeals Board	2	N	Mayor - Council Confirm	ECC 3.2	5	N	N	Consider administrative process (HE)	It is possible to change the decision to Hearings Examiner process and eliminate board.
Civil Service Commission	6	N	City Manager	ECC 1.28 RCW 41.12.030	3	City resident (3 years preceding appointment)	N	No term limit	
DEI Commission	3	3 consecutive terms	Mayor - Council Confirm	ECC 1.33	7	5 city residents All must reside in Kittitas Co.	N	Currently 3- term limit	
EBDA Board	3	N	EBDA Board & Council confirms	ECC 1.62.16	9 (7-9)	N	N		
Environmental Commission	5	N	Mayor- Consent of Majority	ECC 1.60	7	4 city residents (no more than 2 outside of UGA)	N	1.60.160 – add 2-term limit	
Landmarks and Design Commission	4	N	By Council	ECC 15.280	7	Majority must reside in City	2 historic property owners; 1 EDA rep.; 1 at large; 3 professionals	15.280.040 – add 2-term limit	

Library Board	5	2 consecutive terms	City Manager	Ordinance No. 3937 ECC 1.66	7 (5-7)	Majority must reside in City	N	Currently 2-term limit	
Lodging Tax Advisory Committee	2	N	By Council	Ordinance No. 4111 and 4856	7	N	3 collectors 3 receivers	Change to 3-year term and limit of 3 terms	
Parks and Recreation Commission	3	N	Mayor - Council Confirm	ECC 1.16	7	4 city residents	N	1.16.060 – add 3-term limit	
Planning Commission	6	N	Mayor - Council Confirm	Ordinance No. 3937	7	5 city residents All reside in Kittitas Co.	N	2-term limit	
Public Transit Advisory Committee	3	N	Mayor - Council Confirm	ECC 1.84	7	4 community members	CWU Rep. ASCWU Rep.	1.84.020 – add limit of 3 terms	
Senior Citizens Advisory Commission	2	N	Mayor - Council Confirm	ECC 1.48	7	N	55 years of age; or organization deals with seniors	1.48.080 3-term limit	
Utility Advisory Committee	3	N	Mayor - Council Confirm	ECC 1.50	7	Y	2 utility customers; 2 telecom; 1 KITTCOM rep.	1.50.040 3-term limit	



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: July 19, 2021

Item Title/Agenda Subject: Public Hearing (Legislative) for Resolution Authorizing Dolarway property sale – Purchase and Sale Agreement

Submitted by: Terry Weiner City Attorney Department

Recommended Action or Motion: Following the public hearing, adopt the attached resolution authorizing execution of the Purchase and Sale Agreement subject to receipt of the escrow funds by the title company selected for closing.

Background/Summary: On June 5, 2017, Council adopted Resolution No. 2017-14, which established City owned property along Dolarway Road surplus to the City's needs and authorized the City Manager to dispose of the property in a manner consistent with the Ellensburg City Code (ECC). Four parcels have been sold since that time. Earlier this year, Frank McBride, on behalf of KGI Northwest, Inc. and the City entered into a letter of intent for purchase of a portion of the City's 10.9 acre parcel with frontage along Dolarway Road. In order to preserve a potential parking area and access for trailhead access, a boundary line adjustment was made to the parcel, ultimately resulting in saleable parcel 8.62 acres in size. Sales of previous Dolarway lots established a baseline price of \$2.50/sq. foot, which meets or exceeds the appraisal the City commissioned for the adjusted lot size. The sales price, therefore, is \$844,846.20.

Previous Council Action: Adoption of Surplus Resolution No. 2017-14 on June 5, 2017.

Analysis: Chapter 2.06 of the Ellensburg City Code defines the process for disposal of non-utility owned real estate. The Purchase and Sale Agreement prepared for Council consideration establishes a purchase price based on market value of the property that is supported by the appraisal commissioned by the City. Before the sale can be completed the purchaser must deposit escrow funds in the amount of 5 percent of the purchase price (\$42,242.31) with the title company.

Financial Impact: The property sale will result in \$844,846.20 (less escrow fees)

to be deposited into the City's General Fund, which funded the initial property purchase. This sale parcel is part of a larger parcel purchased in 1999 that now contains Rotary Park and encompasses phase I of the West Ellensburg Flood Plain Restoration Project. Funds resulting from the sale will be returned to the general fund.

Attachments:

[Resolution Approving Sale of Dolarway Parcel A to KGI Northwest](#)

RESOLUTION NO. 2021-__

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

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

WHEREAS, a boundary line adjustment of Parcel 1 resulted in the creation of Parcel A, which is approximately 8.62 acres in size; and

WHEREAS, the City commissioned an appraisal of the subject parcel, and the proposed purchase price for Lot A, as reconfigured from original Parcel 1, offered by KGI is for an amount equal to the fair market value of the lot based on the appraised value; and

WHEREAS, the Ellensburg City Council held a duly noticed hearing on July 19, 2021 to review the proposed sale of the subject property to KGI;

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

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

Section 2. The disposition of the City's property as authorized herein shall be by negotiated with KGI pursuant to Chapter 2.06 ECC.

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

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

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ADOPTED by the City Council of the City of Ellensburg this 19th day of July,
2020.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT 1

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this ____ day of _____, 2021, between the City of Ellensburg, a Washington municipal corporation ("Seller"), and KGI Northwest, Inc., a Washington Corporation ("Buyer").

1. Purchase and Sale of Property. Seller agrees to sell and Buyer agrees to buy approximately 8.62 acres of property on Dolarway Road identified as Kittitas County Tax Parcel No. 961394 ("existing parcel").

1.1. The Property. The land involved in this transaction is situated on Dolarway Road in the City of Ellensburg, Kittitas County, Washington, is Parcel A as shown on the attached Exhibit A. The existing parcel is subject to an easement to preserve access to existing levee traversing the parcel, as depicted in Exhibit A.

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

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

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

Provided, that the Grantee herein, together with its heirs, successors and assigns, shall not use the said real property to construct, operate, lease, license or otherwise permit any direct or indirect use of the Property identified as Parcel A, Kittitas County Tax Parcel No. 961394, approximately 8.62 acres in size, for storage units, ministorage or any similar storage facility. This covenant is intended to run with the land.

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

2. Purchase Price. Buyer shall pay to Seller as the Purchase Price for the Property the sum of Eight Hundred and Forty-four Thousand, Eight Hundred and Forty-six Dollars and 20/100ths (\$844,846.20). The earnest money under this Agreement will

be in the sum of Forty-two Thousand, Two Hundred and Forty-two Dollars and 31/100ths (\$42,242.31), which will be held by the closing agent and applied to the Purchase Price paid at closing. Buyer will deposit the Earnest Money with the closing agent within ten (10) days of mutual acceptance of this Agreement by Buyer and Seller.

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

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

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

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

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

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

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

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

5. Covenants, Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Miscellaneous.

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

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

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

TO BUYER:

KGI Northwest, Inc.
Frank Kirkbride, President
4405 7th Avenue SE. Suite 301
Lacey, WA 98503

TO SELLER:

Heidi Behrends Cerniwey, City Manager
City of Ellensburg
501 N. Anderson St.
Ellensburg, WA 98926

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

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

9.5. Assignment. Except as otherwise expressly provided in this Agreement, Buyer may not assign this Agreement or Buyer's rights hereunder without Seller's prior written consent, which consent may not be unreasonably withheld or delayed.

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

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

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

9.9. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, that provision and the remainder of this Agreement will continue in effect and be enforceable to the fullest extent permitted by law. Furthermore, it is the intention of the parties to this Agreement that if any provision of this Agreement is capable

of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision will have the meaning that renders the provision valid.

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally blank]

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

BUYER:

KGI NORTHWEST, INC.


By: Frank Kirkbride
Its: President

Date: July 13, 2021

SELLER:

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

By: Heidi Behrends Cerniwey
Its: City Manager

Date: _____

Approved by Legal Counsel for the
City of Ellensburg:

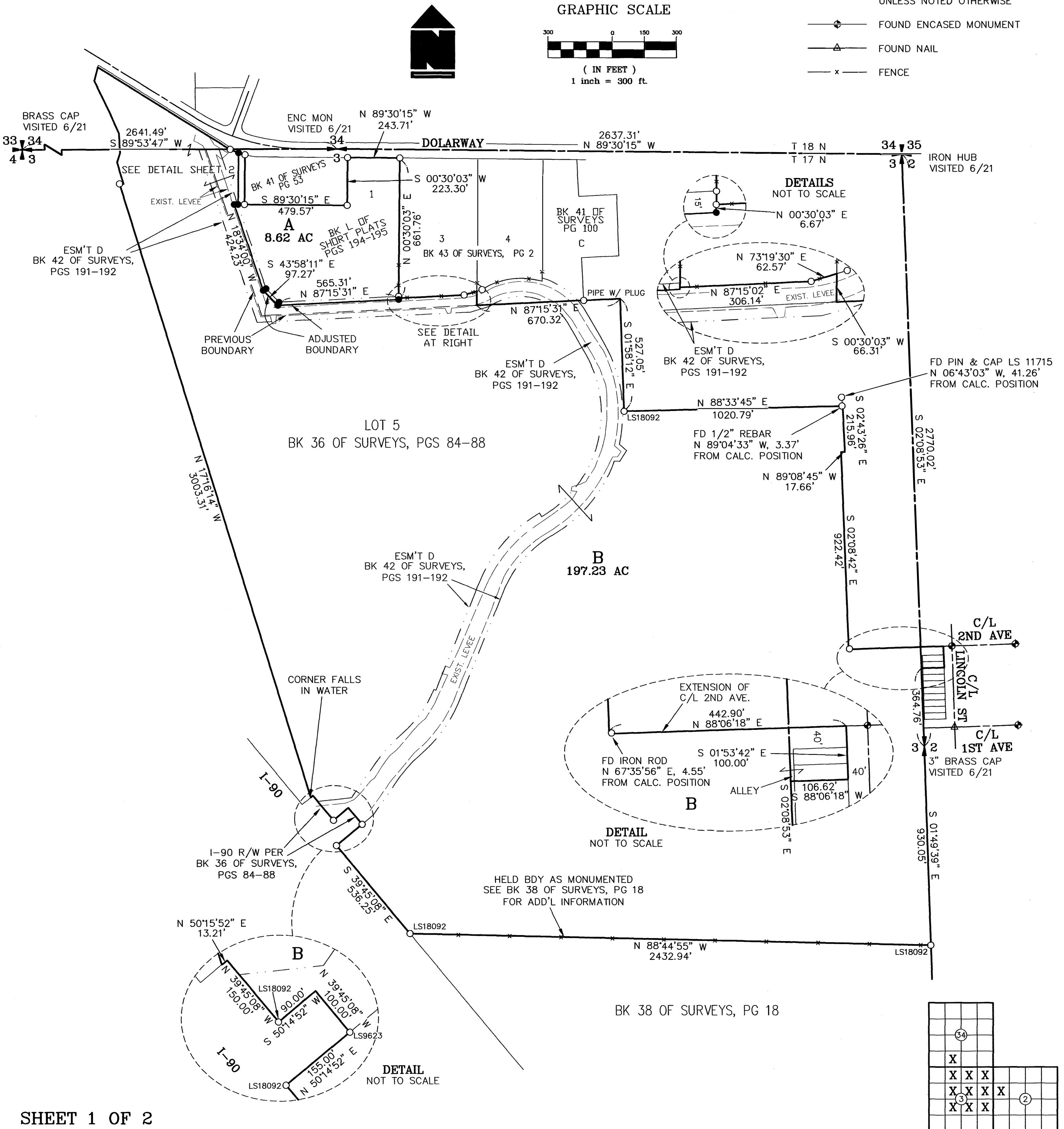
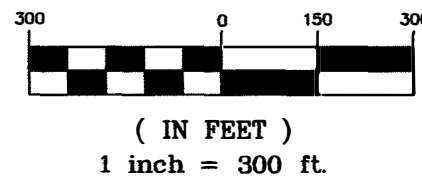
By: Terry Weiner
Its: City Attorney

PART OF SECTIONS 2 & 3, T. 17 N., R. 18 E., W.M. AND PART OF SECTION 34, T. 18 N., R. 18 E., W.M.

LEGEND

- SET 5/8" REBAR W/ CAP
 — "CRUSE 36815"
- FOUND PIN & CAP LS 36815
 UNLESS NOTED OTHERWISE
- ◆— FOUND ENCASED MONUMENT
- △— FOUND NAIL
- x— FENCE

GRAPHIC SCALE



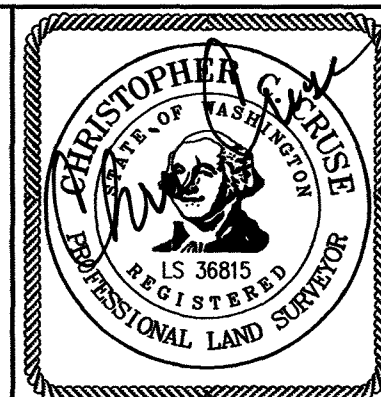
SHEET 1 OF 2

AUDITOR'S CERTIFICATE 202106300065
 Filed for record this 30th day of JUNE,
 2021, at 1:49 P.M., in Book 43 of Surveys at
 page(s) 235 at the request of Cruse & Associates.

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

SURVEYOR'S CERTIFICATE
 This map correctly represents a survey made by me or
 under my direction in conformance with the requirements
 of the Survey Recording Act at the request of
 CITY OF ELLENSBURG in MAY of 2021.

[Signature]
 CHRISTOPHER C. CRUSE
 Professional Land Surveyor
 DATE 6/28/2021
 License No. 36815

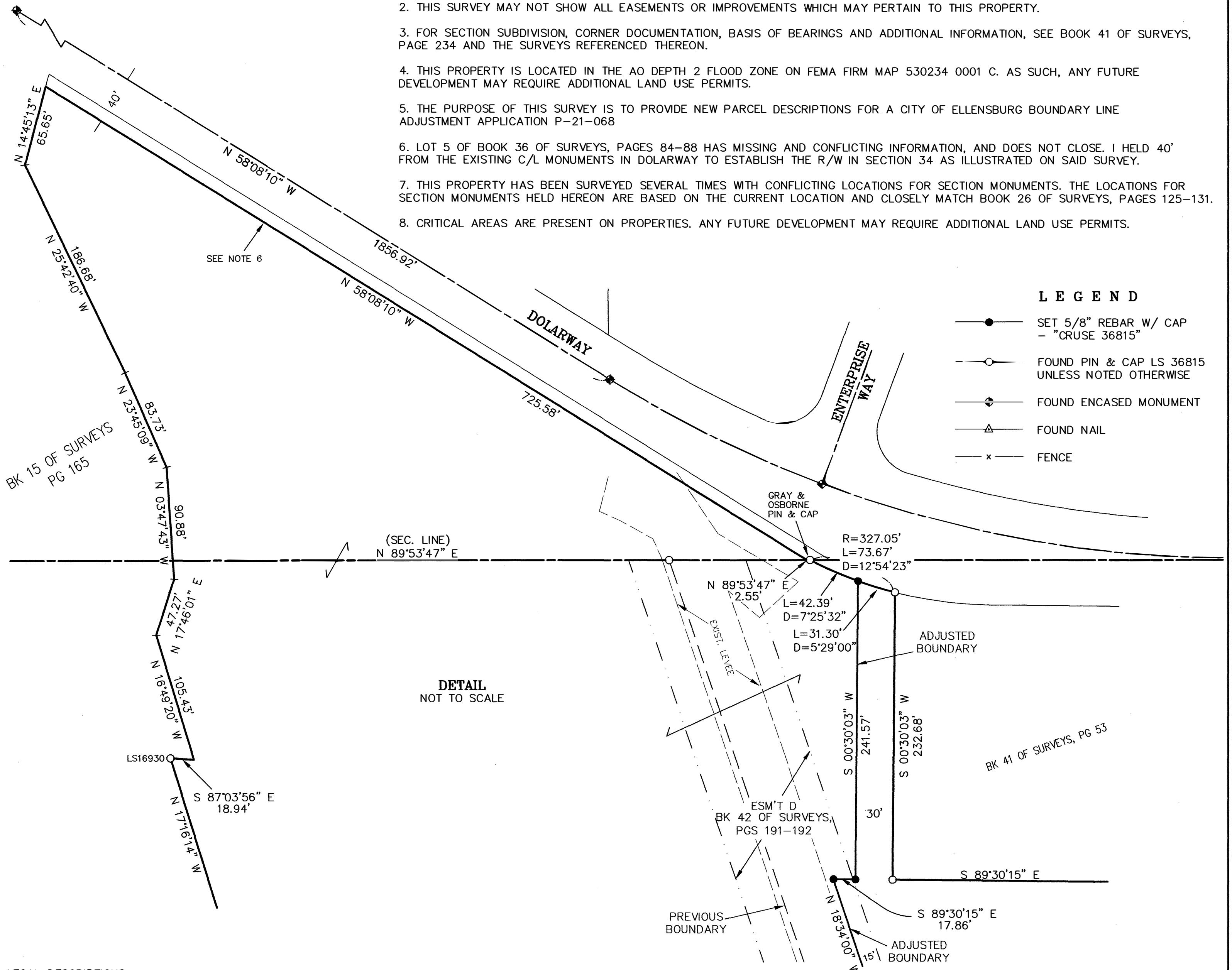


CRUSE & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 217 East Fourth Street P.O. Box 959
 Ellensburg, WA 98926 (509) 962-8242
 CITY OF ELLENSBURG PROP.

PART OF SECTIONS 2 & 3, T. 17 N., R. 18 E., W.M. AND PART OF SECTION 34, T. 18 N., R. 18 E., W.M.

NOTES:

1. THIS SURVEY WAS PERFORMED USING A TOPCON GTS SERIES TOTAL STATION AND/OR SURVEY GRADE GPS. ACCURACY COMPLIES WITH THE REQUIREMENTS SPECIFIED IN WAC 332-130-080 AND 090.
2. THIS SURVEY MAY NOT SHOW ALL EASEMENTS OR IMPROVEMENTS WHICH MAY PERTAIN TO THIS PROPERTY.
3. FOR SECTION SUBDIVISION, CORNER DOCUMENTATION, BASIS OF BEARINGS AND ADDITIONAL INFORMATION, SEE BOOK 41 OF SURVEYS, PAGE 234 AND THE SURVEYS REFERENCED THEREON.
4. THIS PROPERTY IS LOCATED IN THE AO DEPTH 2 FLOOD ZONE ON FEMA FIRM MAP 530234 0001 C. AS SUCH, ANY FUTURE DEVELOPMENT MAY REQUIRE ADDITIONAL LAND USE PERMITS.
5. THE PURPOSE OF THIS SURVEY IS TO PROVIDE NEW PARCEL DESCRIPTIONS FOR A CITY OF ELLENSBURG BOUNDARY LINE ADJUSTMENT APPLICATION P-21-068
6. LOT 5 OF BOOK 36 OF SURVEYS, PAGES 84-88 HAS MISSING AND CONFLICTING INFORMATION, AND DOES NOT CLOSE. I HELD 40' FROM THE EXISTING C/L MONUMENTS IN DOLARWAY TO ESTABLISH THE R/W IN SECTION 34 AS ILLUSTRATED ON SAID SURVEY.
7. THIS PROPERTY HAS BEEN SURVEYED SEVERAL TIMES WITH CONFLICTING LOCATIONS FOR SECTION MONUMENTS. THE LOCATIONS FOR SECTION MONUMENTS HELD HEREON ARE BASED ON THE CURRENT LOCATION AND CLOSELY MATCH BOOK 26 OF SURVEYS, PAGES 125-131.
8. CRITICAL AREAS ARE PRESENT ON PROPERTIES. ANY FUTURE DEVELOPMENT MAY REQUIRE ADDITIONAL LAND USE PERMITS.



LEGEND

- SET 5/8" REBAR W/ CAP - "CRUSE 36815"
- FOUND PIN & CAP LS 36815 UNLESS NOTED OTHERWISE
- FOUND ENCASED MONUMENT
- FOUND NAIL
- FENCE

DETAIL
NOT TO SCALE

LEGAL DESCRIPTIONS

ORIGINAL PARCEL DESCRIPTIONS

LOT 1, OF COE DOLARWAY SHORT PLAT, CITY OF ELLENSBURG SHORT PLAT NO. P-19-134, AS RECORDED MARCH 6, 2020, IN BOOK L OF SHORT PLATS, PAGES 194 AND 195, UNDER AUDITOR'S FILE NO. 202003060026, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF NORTH HALF OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

AND

PARCEL 5 OF THAT CERTAIN SURVEY AS RECORDED APRIL 14, 2009, IN BOOK 36 OF SURVEYS, PAGES 84 THROUGH 88, UNDER AUDITOR'S FILE NO. 200904140036, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF SECTIONS 2 AND 3, TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M., AND A PORTION OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

EXCEPTING THEREFROM THAT PORTION OF SAID PREMISES CONVEYED TO MTA HOLDINGS, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY ON STATUTORY WARRANTY DEED RECORDED MAY 14, 2012, UNDER AUDITOR'S FILE NO. 201205140066 AND RE-RECORDED AUGUST 16, 2012, UNDER AUDITOR'S FILE NO. 201208160049.

NEW PARCEL DESCRIPTIONS

PARCEL A

PARCEL A OF THAT CERTAIN SURVEY RECORDED JUNE 30 2021, IN BOOK 43 OF SURVEYS AT PAGES 235-236, UNDER AUDITOR'S FILE NO. 202106 0065, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF LOT 1 OF COE DOLARWAY SHORT PLAT (P-19-134), AS PER SHORT PLAT THEREOF RECORDED IN BOOK L OF SHORT PLATS, PAGES 194 AND 195, UNDER AUDITOR'S FILE NO. 202003060026, RECORDS OF SAID COUNTY; LOCATED IN THE NORTH HALF OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL B

PARCEL B OF THAT CERTAIN SURVEY RECORDED JUNE 30 2021, IN BOOK 43 OF SURVEYS AT PAGES 235-236, UNDER AUDITOR'S FILE NO. 202106 0065, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF LOT 1 OF COE DOLARWAY SHORT PLAT (P-19-134), AS PER SHORT PLAT THEREOF RECORDED IN BOOK L OF SHORT PLATS, PAGES 194 AND 195, UNDER AUDITOR'S FILE NO. 202003060026, AND A PORTION OF PARCEL 5 OF THAT CERTAIN SURVEY RECORDED APRIL 14, 2009, IN BOOK 36 OF SURVEYS, PAGES 84 THROUGH 88, UNDER AUDITOR'S FILE NO. 200904140036, ALL RECORDS OF SAID COUNTY; BEING PORTIONS OF SECTIONS 2 AND 3, TOWNSHIP 17 NORTH, RANGE 18 EAST, W.M., AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

SHEET 2 OF 2

AUDITOR'S CERTIFICATE 202106300065

Filed for record this 30th day of JUNE,
2021, at 1:49 P.M., in Book 43 of Surveys at
page(s) 236 at the request of Cruse & Associates.

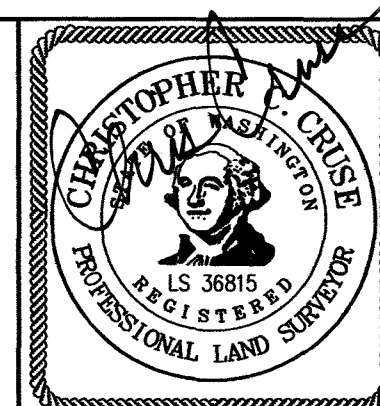
JERALD V. PETTIT BY: *[Signature]*
KITTITAS COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of CITY OF ELLENSBURG in MAY of 2021.

[Signature]
CHRISTOPHER C. CRUSE
Professional Land Surveyor

6/28/2021
DATE
License No. 36815



CRUSE & ASSOCIATES

PROFESSIONAL LAND SURVEYORS

217 East Fourth Street P.O. Box 959
Ellensburg, WA 98926 (509) 962-8242

CITY OF ELLENSBURG ESM'T



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: July 19, 2021

Item Title/Agenda Subject: Second reading of Ordinance 4874 approving rezone request 21-049, submitted by Brandon and Sarah Bedsaul, property owners.

Submitted by: Jamey Ayling Community Development

Recommended Action or Motion: Conduct second reading and adoption of Ordinance 4874

Background/Summary: The Rezone request submitted by Brandon and Sarah Bedsaul is for one parcel, 13,500 square feet in size, located at 606 S Tamarack Lane; Kittitas County Assessor's Parcel ID # 935233. After taking evidence at the open record hearing on June 10, 2021 and considering the record, the Hearing Examiner recommended that City Council approve the rezone from Residential-Suburban (R-S) to Residential Low (R-L), with conditions. The request is consistent with the City's Comprehensive Plan future land use designation of Blended Residential Neighborhood. At the conclusion of the closed record hearing City Council approved a motion to adopt the Hearing Examiner's Recommended Findings of Fact, Conclusions of Law Decision and Conditions of Approval.

A State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) was issued on May 17, 2021 for this site specific rezone.

Previous Council Action: City Council held a closed record hearing on July 6, 2021 to consider Hearing Examiner Andy Kottkamp's June 15, 2021 Recommended Findings of Fact, Conclusions of Law Decision and Conditions of Approval pertaining to the site specific rezone request submitted by Brandon and Sarah Bedsaul, property owner. The rezone request was approved at the conclusion of the hearing and was immediately followed by first reading of Ordinance 4874. During that meeting Council approved first reading of the Ordinance.

Analysis: City Council has adopted the Hearing Examiner's

Recommended Findings of Fact, Conclusions of Law Decision and Conditions of Approval, therefore the ordinance reflects the applicable conclusions and findings to adopt the zone change as discussed and approved by City Council on July 6, 2021. The ordinance also directs staff to make appropriate changes to the City's zoning map and to the Geographic Information System (GIS) data.

Financial Impact:

No fiscal impact at this time

Attachments:

[Ord 4874 2nd rdng](#)

ORDINANCE NO. 4874

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO ZONING AND AMENDING TITLE 15 OF THE ELLENSBURG CITY CODE BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY WITHIN THE CITY OF ELLENSBURG FROM RESIDENTIAL SUBURBAN (R-S) TO RESIDENTIAL LOW DENSITY (R-L).

WHEREAS, on April 2, 2021 the City received an application (P21-049) from property owners Brandon and Sarah Bedsaul, requesting a rezone of one parcel (13,510 sq. ft.) located on S Tamarack Lane, Parcel ID Number 935233 (“application”); and

WHEREAS, the application proposed to rezone the parcels from Residential Suburban (R-S) to Residential Low Density (R-L); and

WHEREAS, pursuant to ECC Table 15.210.050(D), a Site-Specific Rezone Application is processed under a Type IV review, which requires a Hearing Examiner recommendation to City Council after an Open Record Hearing, with the final decision to be made by City Council after a Quasi-Judicial Closed Record Hearing; and

WHEREAS, the SEPA official for the City issued a Determination of Non-Significance (DNS), on May 17, 2021; and

WHEREAS, the Hearing Examiner held a duly noticed open record hearing on June 10, 2021, received evidence and heard testimony regarding the proposed rezone; and

WHEREAS, the Hearing Examiner on June 15, 2021, issued Recommended Findings of Fact, Conclusions of Law, Decision and Conditions of Approval for the rezone request from R-S to R-L; and

WHEREAS, the Ellensburg City Council held a duly noticed closed record hearing on July 6, 2021 and at the conclusion of the hearing approved a motion to adopt the Hearing Examiner’s Recommended Findings of Fact, Conclusions of Law, Decision and Conditions of Approval, and to approve the applicant’s request to rezone the subject property from R-S to R-L;

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

Section 1. The City Council adopts the findings of fact and conclusions based thereon, made and entered by the Hearing Examiner in support of the recommendation to the City Council for approval with regard to the rezone for the hereinafter described property located on South Tamarack Lane, with Parcel ID Number 935233 as set forth in the Hearing Examiner’s “Recommended Findings of Fact, Conclusions of Law, Decision and Conditions of Approval,” dated June 15, 2021, attached as Exhibit A.

Section 2. Title 15 of the Ellensburg City Code is hereby amended by changing the city's zoning map as adopted in ECC 15.300.020 for the following described area from Residential Suburban (R-S) to Residential Low Density (R-L):

CD. 7848-A; SEC. 1, TWP. 17, RGE. 18; SE1/4 SW1/4 TAX #53 PARCEL ID NUMBERS 935233

Section 3. That the official zoning map of the City of Ellensburg, as well as the Geographic Information System (GIS) data shall be amended to incorporate the land use classifications herein provided.

Section 4. Except as modified herein, each and every provision of the City Land Development Code, Title 15, as amended, shall remain in full force and effect.

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

Section 6. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 7. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage, approval and publication as required by law.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the ____ day of _____, 2021.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4874 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, that Ordinance No. 4874 was published as required by law.

Beth Leader

**CITY OF ELLENSBURG
LAND USE HEARING EXAMINER**

IN THE MATTER OF	)	RECOMMENDED FINDINGS OF
	)	FACT, CONCLUSIONS OF LAW,
P 21-049	)	DECISION AND CONDITIONS
Bedsaul Rezone	)	OF APPROVAL

THIS MATTER having come on for hearing in front of the City of Ellensburg Hearing Examiner on June 10, 2021, the Hearing Examiner having taken evidence hereby submits the following Recommended Findings of Fact, Conclusions of Law, and Decision and Conditions of Approval as follows:

I. RECOMMENDED FINDINGS OF FACT

1. The applicant seeks to rezone the subject property from Residential Suburban (R-S) to Residential Low (R-L) for the purpose of subdividing the property and developing an additional dwelling unit. A State Environmental Policy Action (SEPA) Determination of Mitigated Non-Significance (MDNS) was issued for the parcels on May 17, 2021 for the site specific rezone.
2. The applicant and property owner is Sarah Bedsaul.
3. The parcels are located on the east side of Tamarack Lane one lot south of Seattle Ave, in Ellensburg. Kittitas County Assessor's Parcel ID# 935233. Addressed as 606 South Tamarack Ln.
4. The parcel is currently developed with a 1,672 square foot duplex on a 13,510 square foot lot. The proposal would be to divide off the duplex on an 8,300 square foot lot and construct a shop building with an upstairs apartment on the remaining 4,510 square foot lot. The property is bordered by Residential-Suburban zoning to the south east and north and Residential Low zoning to the west.
5. The parcel is larger than the other R-S zoned lots on the same street and similar in size to those lots zoned R-L to the East. In 2002, the parcels were annexed into the City of Ellensburg. At that time, the property was zoned Residential-Suburban (R-S).
6. The site topography is relatively flat and the site has been used as a duplex. Access to the property is from Tamarack Lane.
7. The zoning of the surrounding properties is further described below.

North: The properties to the north, are zoned Residential Suburban, and consist of single-family dwellings and a city park.

South: The properties to the south are zoned Residential Suburban, and consist of single-family dwellings.

East: The properties to the east are zoned Residential Suburban, and consist of single-family dwellings.

West: The properties to the west are zoned Residential-Low (R-L) and consist of a duplex and single family dwellings.

8. Zoning and Development Standards, ECC Title 15: Ellensburg City Code (ECC) Table 15.310.040, Dwelling, single family and Dwelling duplex – indicates that dwellings of either type are a permitted use in both the Residential Low Density zone and the Residential Suburban zone.
9. Comprehensive Plan Designations: This parcel is designated Blended Residential Neighborhood which accommodates a range of building types from small lot single dwellings to, attached or semi-attached dwellings, duplexes, and small scale multi dwelling developments such as triplexes and fourplexes. This designation is similar to the residential neighborhood designation of other properties zoned R-L across the street.
10. Access: Access to the parcel is available via Tamarack Ln. which is classified as a local access.
11. During the SEPA notification process, no comments specific to the rezone request were received. Subsequent to the SEPA environmental review, public notice and distribution of the site specific rezone request was undertaken.
12. Notice of the open record public hearing was published in the legal section of the Daily Record on May 25, 2021, and the site was posted with a land use action signs on May 26, 2021. On May 24, 2021 notice of the rezone was mailed to property owners within 300 feet of the proposed site. No comments were received.
13. The required SEPA checklist was submitted on April 2, 2021, with additional information added on April 7, 2021. The Determination of Completeness was issued on April 12, 2021. The Notice to property owners was issued on April 14, 2021, and the The SEPA Threshold Determination was issued on May 17, 2021.
14. The City of Ellensburg departments commented on the SEPA request, but had no comments specific to the rezone. A SEPA Mitigated Determination of Non-Significance (MDNS) was issued on May 17, 2021, for the non-project site specific rezone.
15. Ellensburg City Code Requirements for Site-Specific Rezone: Per Ellensburg City Code, site-specific rezone applications are subject to the Type IV review process, and the Hearings Examiner provides a recommendation to City Council after holding an open record public hearing. The Hearings Examiner must find that the application is in compliance with all of the decision criteria in ECC 15.250.060.
 - 15.1 The criteria for consideration of a site specific rezone are set forth in ECC 15.250.060(C). The applicant has the burden of establishing that all of the following criteria apply to the proposed rezone:
 - 15.1.1. Conditions have changed since the imposition of the zoning classification on the property;
 - 15.1.2. The proposed rezone bears a substantial relationship to the public health, safety, morals, and general welfare;
 - 15.1.3. The proposed rezone is consistent with the comprehensive plan;
 - 15.1.4. The proposed rezone to a particular zoning district shall be consistent with the development standards in the Land Development Code for the zoning district.
16. Analysis of Criteria for a Site-Specific Rezone. The applicant has submitted an application with a narrative addressing the rezone criteria found in ECC 15.250.060(C). The applicant seeks Residential Low (R-L) zoning in order to subdivide the existing property and construct an additional shop building with upstairs apartment. The information submitted by the

applicant is followed by staff analysis. All are recommended findings of the Hearing Examiner.

- 16.1 Conditions have changed since the imposition of the zoning classification on the property.
 - 16.1.1 The original building was built in 1960. Since that time several other buildings have been developed in this neighborhood. There are large developments to the east and south of this parcel. The zoning north and west of this parcel is RL. This lot is substantially larger than all other lots in this block.
 - 16.1.2 In 2002, this property was annexed into the City of Ellensburg and the property was subsequently zoned Residential-Suburban (R-S). At the time of annexation the property was in use as a residence and the comprehensive plan land use designation was and still is Blended Residential. The site specific rezone request is consistent with the Blended Residential land use designation.
- 16.2 The proposed rezone bears a substantial relationship to the public health, safety, morals, and general welfare.
 - 16.2.1 This proposal would not change the already existing structure types, lot sizes or look of the neighborhood. There are no public health or safety issues that would be generated by this rezone.
 - 16.2.2 The rezone to Residential Low (R-L) will allow the existing parcel to be divided off and a new residential structure be built. The residential structure will conform to Ellensburg City Code, and will meet the goal encouraging opportunities for infill as supported by the comp plan without increasing an unexpected demand on utilities and services. This will support the public health, safety, and general welfare of the community by reducing pressures on the low housing supply options.
- 16.3 The proposed rezone is consistent with the comprehensive plan.
 - 16.3.1 The comprehensive plan states that the R-L zone is intended to protect and enhance the character of existing low density residential neighborhoods while allowing for compatible infill development. I feel that this project aligns directly with the comprehensive plans language by creating an opportunity for infill that will not adversely affect the existing neighborhood.
 - 16.3.2 The current comprehensive plan land use designation for this parcel is Blended Residential Neighborhood, which is consistent with the rezone request to residential low density (R-L).
 - 16.3.3 In addition, the Hearing Examiner finds the request for Residential Low (R-L) zoning to be in keeping with the following goals, policies and programs of the current Comprehensive Plan:
 - 16.3.3.1 Goal LU-2, "Establish land use patterns that promote walking, biking, and using transit to access goods, services, education, employment, and recreation."
 - 16.3.3.1.1 Policy A, "Enhance the character, quality, and function of existing residential neighborhoods while accommodating anticipated growth."
- 16.4 The proposed rezone to a particular zoning district shall be consistent with the development standards in the LDC for the zoning district.
 - 16.4.1 The Applicant's proposal aligns with all of the language in the RL and RS zones.

- 16.4.2 The Hearing Examiner finds the rezone proposal consistent with the purpose and standards of Residential Low (R-L) zoning as set forth in ECC 15.300.040(B). The Residential Low Density (R-L) zone purpose, to protect and enhance the character of existing low density residential neighborhoods while allowing for compatible infill development. These purposes are accomplished by:
 - 16.4.2.1. Allowing detached single-family dwellings as the predominant use, with options to integrate accessory dwelling units and duplexes and cottage housing on larger lots;
 - 16.4.2.2. Providing standards and guidelines that reinforce Ellensburg's established pattern of attractive and walkable residential neighborhoods;
 - 16.4.2.3. Providing standards and guidelines that promote the integration of usable open space for residential uses;
 - 16.4.2.4. Providing standards and guidelines that encourage parks, trails, open spaces, and natural features to be integrated with the design of new development;
 - 16.4.2.5. Providing a minimum density standard to avoid large scale low density sprawl;
 - 16.4.2.6. Providing a flexible system of bonus incentives (see ECC 15.330.020) that allows for an increase in density in exchange for:
 - 16.4.2.6.1 Energy efficient building and site design;
 - 16.4.2.6.2 Mix of housing types;
 - 16.4.2.6.3. Off-street trails;
 - 16.4.2.6.4. Purchase of transferable development rights (subject to the city adopting a TDR program) that help to preserve valuable resource lands outside of the city;
 - 16.4.2.6.5 Preservation of historic buildings; and/or
 - 16.4.2.6.6. Affordable housing; and
- 16.5 The applicant seeks Residential Low Density (R-L) zoning to be able to short plat the property and construct a shop building with an upstairs apartment staying under the 8 dwelling units per acre maximum density restriction of the RL zone as opposed to the 6 dwelling units per acre maximum density of the existing RS zone which would be exceeded with the current proposal. The applicant will be responsible for meeting all development standards under the Land Development Code.
17. An open record public hearing after due legal notice was held via Zoom on June 10, 2021.
18. The following exhibits were admitted into the record:
 - 18.1 Ex. 1: Location Map;
 - 18.2 Ex. 2: Current Zoning Map;
 - 18.3 Ex. 3: Comprehensive Plan Land Use Designation;
 - 18.4 Ex. 4: Area of Notification Map;
 - 18.5 Ex. 5: Legal Notice of Open Record Public Hearing;
 - 18.6 Ex. 6: Affidavit of Posting and Land Use Action Signs;
 - 18.7 Ex. 7: SEPA MDNS;
 - 18.8 Ex. 8: Rezone Application;
 - 18.9 Ex. 9: Rezone Application Narrative; and
 - 18.10 Ex. 10: Staff Report.

19. Appearing and testifying was Sarah Bedsaul, property owner and applicant. Ms. Bedsaul indicated that the proposed Condition of Approval was acceptable.
20. The Hearing Examiner finds the proposal to be consistent with the criteria outlined in 15.250.050 pertaining to rezones. As such, the Hearing Examiner recommends approval of the rezone request, from Residential Suburban (R-S), to Residential Low Density (R-L) zoning to the City Council with the following condition:
 - 20.1 The applicant shall adhere to any requirements related to any future development approvals, including meeting all requirements of utility providers, City departments, and affected districts, as outlined in adopted City Codes and other regulatory documents.
21. No member of the public testified at the hearing.
22. Any Conclusion of Law that is more correctly a Finding of Fact is hereby incorporated as such by this reference.

II. RECOMMENDED CONCLUSIONS OF LAW

1. The Hearing Examiner has been granted authority to render this recommended Decision.
2. As conditioned, the proposed use is consistent with the intent, purposes and regulations of the City of Ellensburg Municipal Code and Comprehensive Plan.
3. As conditioned, the proposal conforms to the criteria set forth in City of Ellensburg.
4. As conditioned, the use will comply with all required performance standards as specified in City of Ellensburg Municipal Code.
5. As conditioned, the proposed use will not be contrary to the intent or purposes and regulations of either the City of Ellensburg Municipal Code or the Comprehensive Plan.
6. As conditioned, this proposal complies with The Comprehensive Plan, the zoning code and SEPA.
7. Any Finding of Fact that is more correctly a Conclusion of Law is hereby incorporated as such by this reference.

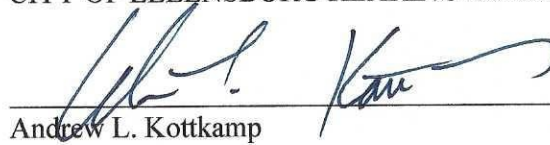
III. RECOMMENDED DECISION

The Hearing Examiner found the proposal to be consistent with the criteria outlined in 15.250.050 pertaining to rezones. As such, the Hearing Examiner recommends approval to the City Council of the rezone request from Residential Suburban (R-S), to Residential Low Density (R-L) zoning with the following condition:

1. The applicant shall adhere to any requirements related to any future development approvals, including meeting all requirements of utility providers, City departments, and affected districts, as outlined in adopted City Codes and other regulatory documents.

Dated this 15th day of June, 2021.

CITY OF ELLENSBURG HEARING EXAMINER

A handwritten signature in blue ink, appearing to read 'A. L. Kottkamp', is written over a horizontal line.

Andrew L. Kottkamp



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: July 19, 2021

Item Title/Agenda Subject: Resolution to reject all bids for Bid Call 2021-09

Submitted by: Mike Helgeson Public Works & Utilities

Recommended Action or Motion: Staff recommends Council adopt the resolution to reject the single bid received for Bid Call 2021-09.

Background/Summary: Bids were opened at 3:00 pm on July 1, 2021 for the WWTF Roof and HVAC Replacement project. MBI Construction Services, Inc. was the sole bidder. However, after further review, the bid was deemed non-responsive due to an error made in the unit pricing portion of the bid tabulation.

Previous Council Action: None

Analysis: The project was advertised and bids were received as follows:

- MBI Construction Services, Inc. -- Non-Responsive

Financial Impact: None

Attachments:

[Resolution - Reject all bids for WWTF Roof and HVAC Replacement](#)

RESOLUTION NO. 2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, rejecting all bids for the Wastewater Treatment Facility (WWTF) Roof and HVAC Replacement project, Bid Call No. 2021-09

WHEREAS, the City of Ellensburg (“City”) has a need for the replacement of the roof and the HVAC unit at the Wastewater Treatment Facility Administration building; and

WHEREAS, the City solicited sealed public bids for this capital improvement public works project, identified as Bid Call Number 2021-09; and

WHEREAS, on July 1, 2021, one bid was received and opened by the City; and

WHEREAS, the one bid received was deemed non-responsive due to a significant error in the unit price portion of the bid tab; and

WHEREAS, pursuant to RCW 35.23.352(1), the City Council may, by resolution, reject all bids; and

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

Section 1. The sole bid received for Bid Call No. 2021-09, the WWTF Roof and HVAC Replacement project, is hereby rejected as non-responsive.

ADOPTED by the City Council of the City Ellensburg this 19th day of July 2021.

Mayor

Attest:

City Clerk



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: July 19, 2021

Item Title/Agenda Subject: 2021/2022 Arts Commission Spending Plan

Submitted by: Josephine Camarillo Library

Recommended Action or Motion: Approve the 2021/2022 Arts Commission Spending Plan as presented.

Background/Summary: Per section 1.33.240 of the Ellensburg City Code, annually in June, the Arts Commission shall provide the Council with a spending plan for the following year designating the amount of funding dedicated to each activity or purchase proposed for the year. Due to staffing changes, a 2021/2022 spending plan was not completed and approved. This report provides Council with an overview of 2020 Arts Commission activities and an updated 2021 spending plan and a proposed 2022 spending plan.

Previous Council Action: N/A.

Analysis: **2020 REVIEW**

Due to the pandemic, many of the Arts Commission activities were either postponed or canceled.

- **First Friday Art Walk:** All Art Walk activities were canceled after March 13. Venues that had paid their 2020 fees were automatically rolled over to 2021.
- **Arts Commission Grant Awards:** Many of the 2020 grantees were unable to complete their project in full or at all. On April 20, 2020, the Arts Commission called a special meeting to address 2020 grant award recipients. It was decided 2020 grantees would be allowed to modify their projects due to COVID-19 interruption and encouraged to resubmit a revised proposal for their project.
- **Creative Sector Grants:** Council approved Ordinance No.4853 Amendments to Ellensburg City Code Sections 1.33.240 and 2.16.4700 - City Arts Acquisition Fund to

provide economic support for the arts, businesses and individuals up to \$60,000 for 2020 only, to be funded from the City's Art Acquisition Fund during the City's declared state of emergency. Creative Sector Grants were awarded to 18 applicants with a total of \$42,614 funding used.

- **Public Art:**

1. An art piece was purchased at the Kittitas County Annual Juried Art Show to be part of the City Art Permanent Collection.
2. Ten new bus shelter art grants were approved and created.
3. Arts Commission put out a public call for the Rotary Pavilion Visitors Center to address racial equity with funding up to \$2500

- **Arts Treasure Award:** No event and no award given

2021 SPENDING PLAN

Percentages

Art Grants- 60%

Operations- 26%

Capital/Public Art- 14%

Revenues

- **Art Walk Site Fees:** Participating sites had their fees rolled over from 2020. Sites no longer in business will receive a refund.

Expenditures

- **Operating Supplies:** Art Walk, Arts Treasure Award, etc.
- **Professional Services:** America for the Arts Membership fee, etc.
- **Professional Development:** Conferences, training, travel
- **Advertising:** NPR, Daily Record, etc.
- **Art Grants:** Annual Grants for local artists/organizations, eleven grants awarded for 2021, seven 2020 grants full/partial rollover
- **Capital/Public Art:** City Art Permanent Collection, 11th Bus Shelter Art work, other Public Art opportunities

2022 SPENDING PLAN

Percentages

Art Grants- 60%

Operations- 26%

Capital/Public Art- 14%

Revenues

- **Art Walk Site Fees:** Participating sites pay a yearly fee

Expenditures

- **Operating Supplies:** Art Walk, Arts Treasure Award, etc.
- **Professional Services:** America for the Arts
Membership fee, etc.
- **Professional Development:** Conferences, training,
travel
- **Advertising:** NPR, Daily Record, etc
- **Art Grants:** Annual Grants for local artists/organizations
- **Capital/Public Art:** City Art Permanent Collection, other
Public Art opportunities

Financial Impact:

There is no overall fiscal impact to the approved and adopted 2021/2022 Arts Commission Budget.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: July 19, 2021

Item Title/Agenda Subject: Arts Commission Grant Application for American Rescue Planning Fund

Submitted by: Josephine Camarillo

Recommended Action or Motion: Council approval for Arts Commission to apply for American Rescue Planning Fund grant opportunity for up to \$50,000.

Background/Summary: Congress passed the American Rescue Plan Act, effective March 11, 2021, to provide additional relief addressing the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses. The National Endowment of the Arts (NEA) will allocate 40 percent of those funds to 62 state, jurisdictional, and regional arts organizations. The NEA will award the remaining 60 percent of the funding in competitive grants to support jobs in the arts and culture sector and keep the doors open to nonprofit organizations and local arts agencies nationwide. The Rescue Plan's Grants to Local Arts Agencies for sub-granting program recognizes the central role that local arts agencies play in supporting artists, enhancing the quality of life in their communities, and increasing public access to the arts.

The Arts Endowment will competitively award funds to designated local arts agencies for sub-granting programs. Applicants may request up to \$50,000 to support their own eligible operating costs associated with administering their sub-granting program. Notice of funding will be November 2021 with the distribution of funds in 2022.

Previous Council Action: None

Analysis: Council approval would allow the Arts Commission to apply for American Rescue Planning Grant for up to \$50,000 to supplement their existing sub-granting program for local artists/organizations.

Financial Impact: If the EAC is awarded the NEA Grant, the current Spending

Plan will be adjusted accordingly. Funds remaining from the 2022 EAC spending plan as a result of redistribution of project award allocation will be submitted to council for approval.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: July 19, 2021

Item Title/Agenda Subject: Annual Comprehensive Plan Amendment Docketing

Submitted by: Kirsten Sackett Community Development

Recommended Action or Motion: Consider each of the eleven proposed amendments for docketing during the 2021 annual Comprehensive Plan amendment process.

Background/Summary: Under the requirements of the State Growth Management Act (GMA), the City is allowed to amend its Comprehensive Plan one time each year. Ellensburg City Code (ECC) 15.250.090 specifies the formal Comprehensive Plan update process, which allows for amendments to be proposed by any member of the community, City Council member, City Board or Commission, or City staff. Notice of the 2021 annual Comprehensive Plan amendment process, including timelines and deadlines for submittals, was published in the Daily Record, was posted in the Newsfeed on the City's webpage, and was also promoted through the City's social media accounts. Included in this report are the submittal forms for eleven proposed amendments submitted by City Staff, outside organizations and members of the public.

Previous Council Action: N/A

Analysis: Per ECC 15.250.090(C)(3), Council has set their second meeting in July for the docketing of proposed amendments to the Comprehensive Plan. Ellensburg City Code requires that Council consider all proposed amendments and determine which proposals have sufficient background information and analysis to allow their full consideration and review in the annual process. Council is authorized to docket only those proposed amendments that it deems are ready for review during the annual review process. Council must take formal action on a docketed amendment no later than December 31 or the docketed amendment will be continued over for consideration in next year's amendment process.

City Staff received eleven proposed amendments to the Comprehensive Plan for Council consideration. These proposals are summarized below, with the full submittals included as attachments to this agenda report. Each summary is followed by a brief staff recommendation.

In considering each of these items, please refer to the language found in the existing chapters of the Comprehensive Plan which can be viewed online here:

<https://ci.ellensburg.wa.us/835/Comprehensive-Plan>

Proposal 21-01 was submitted by the Community Development Department to update the 6-year capital improvement plans, which are updated every year as an appendix to the Comprehensive Plan. The plans are still in development and will be updated prior to next review by City Council. See Exhibit 1.

Staff recommends docketing this item in order to comply with State GMA requirements.

Proposal 21-02 was submitted by the Community Development Department as a continuation of Docket Items 20-02 and 20-03 which were only partially completed in 2020. The 2020 proposals had been to add new narrative to the Comp Plan which reflected the City's commitment to diversity, equity and inclusion in the community. The Introduction section of the Comp Plan was updated, and a new Value Statement was added to the Plan. The work of crafting a new Chapter focusing on Diversity, Equity and Inclusion was continued into the 2021 docket cycle and is currently underway by the new DEI Commission. See Exhibit 2.

Staff recommends renewing this docket item, as it is an important docket item that was referred by Council into this year's docket cycle.

Proposal 21-03 was submitted by the Community Development Department to update the Housing Chapter of the Comp Plan to conform with House Bill 1220 related to supporting Emergency Shelters and Housing through local planning and development regulations. The proposal would be

to add a new Program 4 under Goal H-2, Policy D, and to also add a new Policy E as described in the attached Exhibit 3.

Staff recommends docketing this item, as it was identified as an area for improvement during a recent accountability audit.

Proposal 21-04 was submitted by the Community Development Department to update the Housing Chapter of the Comp Plan to align with more current demographics outlined in the June 2021 Housing Needs Assessment conducted by BERK Consulting. This proposal would update all of the facts, figures and charts and descriptive narrative of the Housing Chapter. In addition, a Housing Action Plan is currently underway that will likely lead to updating some of the goals, policies and objectives within the Housing Chapter. Depending on the timing, this item may be pushed into the 2022 amendment cycle. See Exhibit 4.

Staff recommends docketing this proposal in order to stay current with the evolving housing challenges in our community.

Proposal 21-05 was submitted by the City's IT Division and is related to support of the Telecom utility. The proposed amendments would articulate a vision for broadband fiber deployment and guide development of the City's "digital roads". Additional programs and action items are proposed within the Capital Facilities and Utilities Chapter and the Economic Development Chapter. Please refer to the attached narrative in Exhibit 5, and more specifically to the "Outline of Proposal" section which provides additional detail on the proposed amendments.

Staff recommends docketing this item as it will provide additional support for advancing the telecom and broadband capabilities in the City in order to meet the ever growing broadband needs of our community members.

Proposal 21-06 was submitted by CenterFuse, the local Economic Business Development Authority, with a proposal to update the Economic Development Chapter of the Comp Plan. The proposal is to add language to the chapter speaking to the

economic impacts of the COVID-19 pandemic and the resiliency of the community, reference the findings of their recent broadband study, update the economic data in the chapter, including economic forecast data from the US Bureau of Labor and Statistics, and also reference the relationship of the housing market and the impacts to economic development. See Exhibit 6.

Staff would recommend this item for docketing in order to stay current with the evolving demographics and needs of our local economy.

Proposal 21-07 was submitted by the Ellensburg Downtown Association. The proposal is that the City consider creating a walking promenade (or pedestrian mall), on North Pearl Street between the blocks of 4th and 5th Streets.

Staff would note that this request falls more into the category of an Action Item, and if Council docketed this item an appropriate location in the Comprehensive Plan would be the Action Item section of the Economic Development Chapter. The new action item could include language such as: “Collaborate with the EDA to study the benefits and impacts of creating a pedestrian mall in the downtown district.” See Exhibit 7.

Proposal 21-08 was submitted by Meghan Anderson on behalf of the Kittitas Audubon Society. The proposal is to add new language to the Capital Facilities and Utilities Chapter. The proposal is to add new language to the Capital Facilities and Utilities (CFU) Chapter that reads as follows:

Renewable Energy

Provide capital improvements toward renewable energy generation. Photovoltaic (PV) generation can be installed at utility-scale in the City and surrounding areas with careful planning. These energy systems will help the City capture State grant opportunities which will support additional diversification of the local economy and comprehensive community resilience. Generating renewable electricity will allow the City to reduce greenhouse gas emissions; provide 20-year planning; provide stable electricity rates; and support

transition planning for future uncertainty.

The second page of the submitted narrative goes on to state that “the current Comprehensive Plan does not specifically address City resources to provide direct capital improvements toward the installation of renewable energy systems.”

Please refer to Exhibit 8 for the full proposal.

In analyzing this proposal, Staff would refer Council to existing Goal CFU-3 of the Capital Facilities and Utilities Chapter which, in addition to the existing goals in the Environment Chapter of the Comp Plan (Ch.7). These goals are related to energy conservation and renewable energy production.

While various chapters of the Comp Plan do also contain Action Items for consideration, the Comp Plan does not provide specific details about distribution of funding. As noted in the Introduction section, the Comp Plan is considered a guiding document that sets forth strategies that can be pursued in order to achieving a desired community vision.

Staff would recommend that Council discuss this item and determine if it warrants inclusion in the Action Item section of the CFU chapter.

Proposal 21-09 was submitted by David Dunbar with a request that the Comprehensive Plan for the Gas Utility be amended to include an undertaking of reevaluating the 2016 Resource Evaluation Study. The request includes recommended areas of study, and also recommends that the City reevaluate policies that 1) encourage switching of electrical heating to gas heating, and 2) advocate expanding natural gas service to new areas.

In considering this request, City Council should determine if this proposal would warrant creating new goals, policies or programs, or action items, within the Capital Facilities and

Utilities chapter of the Comprehensive Plan. See Exhibit 9.

In considering this request, Staff would note that the requested actions typically have oversight from the City's Utility Advisory Committee, who then forward their recommendations to City Council regarding the City's renewable energy evaluation requirements and programs. As such, Staff does not recommend docketing this item for a Comprehensive Plan amendment, but instead refer this proposal to the UAC.

Proposal 21-10 was submitted by property owner Fabian Kuchin who is proposing to update the Future Land Use Designation for a portion of his parcel 716133. A boundary line adjustment is currently in process for the parcel, and he would like to change the future land use designation for one of the newly created parcels from Blended Residential Neighborhood to Neighborhood Commercial. This would allow for a future rezone of the property from Residential-Suburban (R-S), which was assigned during the 2020 Currier Creek annexation, to Commercial-Highway (C-H). This zoning would complement the existing C-H zoning of the adjacent properties owned by Mr. Kuchin that have frontage along University Way. See Exhibit 10.

Since the annexation went into effect, Staff has worked with the applicant to arrive at a future land use designation that would allow development of his property in a manner that is consistent with the neighboring properties off of Reecer Creek and University Way, and which takes into account his previous Industrial Zoning in the County. As such, Staff recommends docketing of this item.

Proposal 21-11 was submitted by City Staff proposing to update the future land use designation for property located in the UGA, directly adjacent to the southern boundary of the city limits. The property currently has a future land use designation of General Commercial and Services and the proposal is to update it to Light Industrial. If the property is annexed in the future, this future land use designation would allow the property to be assigned Light Industrial zoning at the time of annexation. See Exhibit 11.

This proposal is being forwarded by staff in recognition of the dwindling amount of industrial zoned land that is available to accommodate economic development and growth in the City. As such, Staff is recommending docketing of this item.

Financial Impact:

The costs of administering the annual Comprehensive Plan amendment process are included in the 2021 Community Development budget.

Attachments:

Proposal 21-01 Annual 6-year CIP Update
Proposal 21-02 DEI Chapter
Proposal 21-03 Housing Chapter - Emergency Shelter Support
Proposal 21-04 Housing Chapter Demographics Update
Proposal 21-05 Telecom Utility Comp Plan Amendment
Proposal 21-06 EBDA Economic Development Chapter Update
Proposal 21-07 EDA Promenade Proposal
Proposal 21-08 Audubon Society - Renewable Energy
Proposal 21-09 Dunbar Gas Utility Evaluation
Proposal 21-10 Kuchin Future Commercial Land Use
Proposal 21-11 Future Industrial Land Use in UGA



Comprehensive Plan Amendment Proposal

RECEIVED

JUN 30 2021

PA-16

COMMUNITY DEVELOPMENT

Community Development Department

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

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

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

Applicant:

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

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

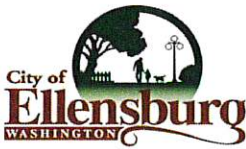
Name: _____ Daytime Phone: _____
Mailing Address: _____ Fax Number: _____
City/State/Zip: _____ E-mail: _____
Signature _____

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

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

Annual Update to the 6 year Capital Improvement Plans.

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



Comprehensive Plan Amendment Proposal

RECEIVED

JUN 30 2021

COMMUNITY DEVELOPMENT

PA-16

Community Development Department

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

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

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

Applicant:

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

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

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

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

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

Supporting Narrative for DEI Chapter

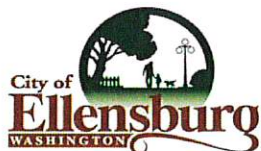
This docket request submitted by City Staff is to create a new chapter for the Comprehensive Plan that focuses on Diversity, Equity and Inclusion in Ellensburg. This is a continuation of Docket Items 20-02 and 20-03 that were completed only in part during the 2020 docket cycle.

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

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

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

Proposal 21-03



Comprehensive Plan Amendment Proposal

PA-16
JUN 30 2021

Community Development Department

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

COMMUNITY DEVELOPMENT

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

OFFICE USE ONLY

OFFICE USE ONLY

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

Applicant:

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

Mailing Address: 501 N. Anderson Fax Number: _____

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

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

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

Name: _____ Daytime Phone: _____

Mailing Address: _____ Fax Number: _____

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

Signature _____

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

(see Attached)

Housing Chapter Amendments

Description of proposed Comprehensive Plan amendment:

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

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

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

Changes to policies and programs include the following:

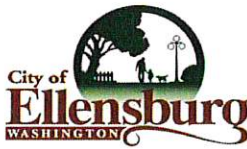
Add to Policy D

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

Add New Policy E

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

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



Comprehensive Plan Amendment Proposal

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JUN 30 2021

PA-16 COMMUNITY DEVELOPMENT

Community Development Department

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

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

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

Applicant:

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

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

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

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

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

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

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

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

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

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

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

COMPREHENSIVE PLAN HOUSING ELEMENT REVIEW - DRAFT

Introduction

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

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

TABLE 1. Evaluation Legend

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

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

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

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

Evaluation Discussion

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

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

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

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

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

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

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

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

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

Evaluation Discussion

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

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

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

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

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

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

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

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

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

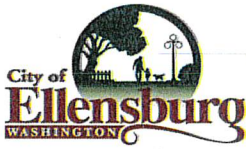
Evaluation Discussion

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

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

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

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



Comprehensive Plan Amendment Proposal

PA-16

Community Development Department

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

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

OFFICE USE ONLY

OFFICE USE ONLY

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

Applicant:

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

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

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

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See Attached

Discussion Draft- Proposed Comprehensive Plan Amendments for Broadband

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

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

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

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

Outline of Proposal

Amend the Comprehensive Plan to:

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

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

² *City of Ellensburg Telecommunications Strategic Plan*, 2015

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

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

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

Supporting Narrative

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

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

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

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

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

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

As stated in the *Becoming Broadband Ready* report:

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

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

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

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

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

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

⁶ *Broadband Feasibility Report* CenterFuse February 1, 2021

Proposed Comprehensive Plan Amendment Language

Economic Development Chapter

Capital Facilities and Utilities Chapter, Goal ED-1

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

Economic Development Chapter, Goal ED-2, Policy B

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

Economic Development Chapter, Goal ED-2, Policy D

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

Economic Development Chapter, Goal ED-4, Policy B

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

Capital Facilities and Utilities Chapter

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

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

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

Develop Telecommunications Utility System Plan

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

Reduce barriers and costs to telecommunications utility infrastructure extension

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

Develop Digital Inclusion Plan

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

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

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

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

Table 19. Level of Service Standards

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

Adequacy and Concurrency

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



Comprehensive Plan Amendment Proposal

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6/28/2021
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DEVELOPMENT

PA-16

Community Development Department

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

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

OFFICE USE ONLY

OFFICE USE ONLY

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

Applicant:

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

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

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

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SEE ATTACHED SHEET WITH ANSWERS TO QUESTIONS

June 28, 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RCW 36.70A.020

Planning goals (2021).

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

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

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

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

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

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

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

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

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







Comprehensive Plan Amendment Proposal

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6/29/2021
COMMUNITY
DEVELOPMENT

PA-16

Community Development Department

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

Application Name: EDA Promenade Proposal Docket #: 21-07

OFFICE USE ONLY

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

Applicant:

Name: Ellensburg Downtown Association Daytime Phone: 509-962-6246
Mailing Address: 119 W. 5th Ave Suite 102 Fax Number: N/A
City/State/Zip: Ellensburg, WA 98926 Signature: Karin Green, Director
Professional License No: _____ E-mail: director@ellensburgdowntown.org

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

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

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

Please see the attached document.

Pearl St. Promenade Proposal



119 W. 5th Ave., Ste. 102
Ellensburg WA 98926
509-962-6246
director@ellensburgdowntown.org

Ellensburg Downtown Association | Pearl St. Promenade Proposal

Proposal Submission

"People tend to spend more money in walkable cities, stimulating the local economy"²

As an organization, we believe that creating a walking promenade on **North Pearl Street between the blocks of 4th and 5th Street** would have the following positive impact on the City of Ellensburg:

- 1. Economic Vitality of a Walkable City:** This plan will further enhance Ellensburg's status as a walkable city by extending opportunity to walk, shop, and explore what the downtown businesses have to offer. Walkable cities are more attractive to live in and stimulate a healthier local economy.
- 2. Create a Destination Zone:** With the development of Unity Park, Pearl Street, between 4th and 5th will be a destination zone within the downtown core. Attracting families, students, and community members, becoming a connecting place for the city. We believe that this will increase the number of people coming to the downtown.
- 3. Main Street 4-Point Approach:** The development of a walking promenade is inline with the EDA's 4-Point Approach for Design, in creating a safe, clean, walkable downtown.
- 4. Building Growth Through Opportunity:** Create more business opportunity and appeal to both new businesses and housing options alike. Attracting new small business owners to the downtown area, increase occupancy rates, and create a healthier downtown core.
- 5. Enhance Arts/Music/Cultural Events:** Ellensburg has always been known as a community that supports artistic endeavors, the walking mall will bring more opportunity to celebrate the arts with the community by creating shared usable space for art, music, and gathering.

Key Indicators for a Successful Pedestrian Mall:

- Areas with a population under 100,000 people.
- Near or anchored to a major university.
- Designed to be a short length in terms of blocks.
- Have a strong tourist presence.³

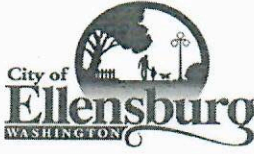
Potential Challenges/Solutions:

- **Eliminating existing parking spaces**/Parking lots can be developed in nearby locations serving to increase parking from the current number of spaces.

1. <https://www.drawdown.org/solutions/walkable-cities>

2. <https://www.cmap.illinois.gov/documents/10180/966686/How+to+make+cities+more+walkable+-+Vox.pdf/33d6a3d2-3859-bb9b-df9e-310c987b6603>

3. <https://s3.amazonaws.com/sitesusa/wp-content/uploads/sites/1061/2016/06/Fresno-attachment-3-americanpedmallexperiment-003.pdf>



Comprehensive Plan Amendment Proposal

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6/28/2021
COMMUNITY
DEVELOPMENT
PA-16

Community Development Department

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

Application Name: Audobon Society - Renewable Energy Docket #: 20-08

OFFICE USE ONLY

OFFICE USE ONLY

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

Applicant:

Name: Kittitas Audubon Society - Meghan Anderson Daytime Phone: 509-591-7874
Mailing Address: 6083 Secret Canyon Rd Fax Number: _____
City/State/Zip: Ellensburg, WA 98926 Signature: *Meghan Anderson*
Professional License No: _____ E-mail: lonetreemeghan@aol.com

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

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

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

Please see attached.

Thank you for all your important work!

This proposed amendment endorsed by:

Kittitas Audubon Society

Judy Hallisey, President
hydrojude@gmail.com

Our Environment

Bill Stansbery
Steering Committee
billstansbery@gmail.com

Kittitas Progressive Readers

Judy Hinrichs
hinrichsj@me.com

**Kittitas County
Democratic Party**

Julie Cloninger
cloningerja@gmail.com

Proposed Amendment:

In Chapter 4, Capital Facilities and Utilities
Insert this proposed amendment:

Renewable Energy

Provide capital improvements toward renewable energy generation. Photovoltaic (PV) generation can be installed at utility-scale in the City and surrounding areas with careful planning. These energy systems will help the City capture State grant opportunities which will support additional diversification of the local economy and comprehensive community resilience. Generating renewable electricity will allow the City to reduce greenhouse gas emissions; provide 20-year planning; provide stable electricity rates; and support transition planning for future uncertainty.

Reasons for this proposed amendment:

1. The Current Comprehensive Plan and Reasons this Amendment will benefit Ellensburg

This Comprehensive Plan cites in many locations references to climate change and our first renewable energy park. It also says that we will experience “increases in extreme weather events” due to climate change, among possible anticipated water shortages and drought. We are already experiencing repeated wild fire events, and are projected to continue to experience longer fire seasons.

- Page 139 of Chapter 6, *Economic Development*, **Goal ED-6** states: “Foster economic development through promoting energy efficiencies and use of renewable energy.”

This proposed amendment will bring clean energy jobs and infrastructure improvements. This will help diversify the local economy. Grant monies from the State and Federal sources can double the value of any investments made.

- Chapter 7, *The Environment*, beginning on page 148, has many goals that indicate this amendment is warranted which include the excerpts noted below:

Goal E-1: *Develop and implement climate change adaptation strategies that create a more resilient community by addressing the impacts of climate change to public health and safety, the economy, public and private infrastructure, water resources, and habitat.*

Policy A:

Design programs that reduce greenhouse gas emissions through reducing energy consumption and vehicle emissions, and enhancing land use patterns to reduce vehicle dependency.

Policy B:

Evaluate the climate vulnerabilities and implications of City actions and identify policies and programs that help to mitigate those vulnerabilities. Consider the effects of shifting conditions (changing rainfall patterns, increasing temperatures, and more extreme weather events) and the effects they cause. . .including economic shifts.

Goal E-2: *Maintain City leadership in energy conservation and renewable energy production.*

Policy B:

Promote and invest in energy efficiency and renewable energy resources and technology as an alternative to non-renewable resources.

1A. Washington State Department of Commerce Grants

The current Comprehensive Plan does not specifically address City resources to provide direct capital improvements toward the installation of renewable energy systems. The Plan needs a direct mandate to do so. The State offers many matching grants for the installation of renewable energy, grid improvements, and energy storage. For instance, Washington State has offered matching grants for City, other government entities, and school districts for the installation of renewable energy systems. See the grant website here:

<https://www.commerce.wa.gov/growing-the-economy/energy/>

These matching grants have been awarded for years, and will continue to be awarded. However, the grant window is quick, and careful preparation for these applications is important.

1B. Installing renewable energy will advance the State and local goals toward zero emissions as part of the Clean Energy Transformation Act.

See the *2021 State Energy Strategy*:

<https://www.commerce.wa.gov/growing-the-economy/energy/2021-state-energy-strategy/>

See the *Key Actions Summary.pdf*:

<https://www.commerce.wa.gov/wp-content/uploads/2021/01/Key-Actions-2021-State-Energy-Strategy.pdf>

The *Key Actions Summary.pdf* is also attached and excerpted below. It summarizes the strategies the state experts and stakeholders have prioritized in their work the past few years culminating in the *2021 State Energy Strategy*. They include:

- Working together, renewable generation, grid improvements and storage will all be supplemented by the state with many grant opportunities. Below is the section “*Communities*” which describes these *Key Actions* further:



Communities

Climate change will inflict its greatest harm on highly impacted communities, Tribes, rural areas and low-income households, just as the economic and health impacts of COVID-19 are now disproportionately affecting those same populations. Absent deliberate and committed efforts, the envisioned clean energy transformation could easily leave these communities worse off.

- Adopt state policies to achieve universal broadband access.
- Examine clean energy policies for equity impacts in development and during implementation.
- Provide needed funding for communities to participate in the clean energy transformation.
- Support workers to ensure they have the skills for clean energy jobs and adopt policies to protect workers in transition.

- The State is also focused on building use of fossil fuels, primarily natural gas, and will be offering opportunities to replace home heating appliances with high-efficiency electric heat pumps for space and water heating. Ellensburg will also benefit if comprehensive planning will allow for matching funds to be available for these inevitable transitions coming. Adding renewable energy locally will help provide the electricity needed to further these transitions. The section “*Buildings*” describes these actions:



Buildings

There is great potential to reduce and eventually eliminate the use of fossil fuels to heat and power Washington’s residences, offices, warehouses, shops and other buildings.

- Replace the direct consumption of fossil fuels, primarily natural gas, with high-efficiency electric heat pumps for space and water heating.
- Strengthen and deepen energy efficiency programs and standards to focus on avoiding and reducing emissions.
- Adopt specific targets and accountability for greenhouse gas emissions in the built environment.

2. How does this amendment support The Growth Management Act

The GMA was adopted because the Washington State Legislature found that uncoordinated and unplanned growth posed a threat to the environment, sustainable economic development and the quality of life in Washington. Local control is the heart of the GMA, and installing meaningful PV and other renewable system strategies, will provide local control and resiliency.

The law requires state and local governments to manage Washington's growth by identifying and protecting critical areas and natural resource lands, designating urban growth areas, preparing comprehensive plans and ***implementing them through capital investments and development regulations.***

This amendment will provide the needed mandate to implement plans with capital investments.

3. How this amendment will comply with the Countywide Planning Policies

Planning is the essence of this document. Installing renewable energy for stable energy generation for 20 years is thoughtful planning. Capturing matching grants is going to be good for the County and its residents. Providing economic diversity is good for local economic stability.

Carefully identifying locations for PV systems will benefit everyone, and if owned locally, will allow maximum benefits for these communities.

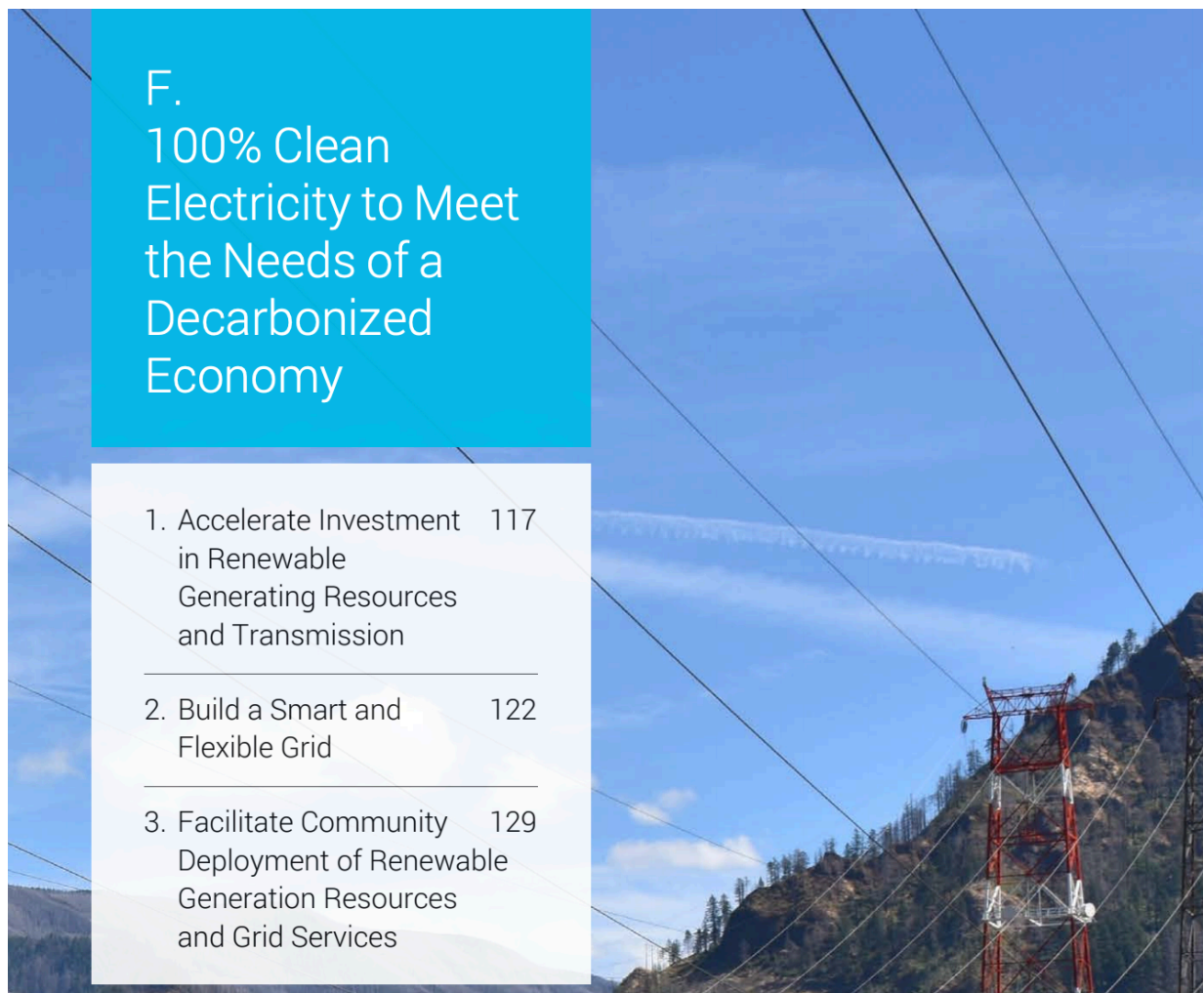
4. How functional utility plans currently in place support this amendment

The future of the State goals for greenhouse gas emissions reductions and clean energy generation must alter local utility plans. Currently, local utility plans do include many energy efficiency goals. Building on the work the utility is already doing may lead them to further independence.

This amendment will support regular utility work; although the utilities may need to add a dedicated Renewable Energy and Sustainability employee. This employee may be temporary or permanent, depending on the scope and aspects of their work.

Other technical aspects of infrastructure maintenance will not be affected by this amendment. The usual utility planning will integrate into the renewable energy mandate, with appropriate staffing.

The 2021 State Energy Strategy should be driving planning for the utility and the City. The report states “Energy efficiency programs have focused primarily on reducing energy use or costs, while in many cases ignoring the co-benefits of improved resiliency, public health and climate adaptability.” The electricity sector Chapter 3 title is “Facilitate Community Deployment of Renewable Generation Resources and Grid Services”. This chapter specifically addresses the need for equity in renewable deployment strategies, and how the State will help rural communities achieve renewable energy generation. See the chapters here relating to electrification goals in our state:



https://www.commerce.wa.gov/wp-content/uploads/2021/01/WA_2021SES_Chapter-F-Electricity.pdf

Conclusion

As citizen activists, we are not experts in the fields of energy, economic development, environmental science, or other aspects that may be affected by this amendment. Our goals are to make reasoned suggestions to further opportunities as described here. We believe that capturing renewable energy opportunities locally will provide City and County energy diversification, improved economic stability, and community resilience in the coming decades.

Respectfully submitted,
Meghan Anderson
6083 Secret Canyon Rd
Ellensburg, WA 98926
509-591-7874
lonetreemeghan@aol.com

Key Actions



Communities

Climate change will inflict its greatest harm on highly impacted communities, Tribes, rural areas and low-income households, just as the economic and health impacts of COVID-19 are now disproportionately affecting those same populations. Absent deliberate and committed efforts, the envisioned clean energy transformation could easily leave these communities worse off.

- Adopt state policies to achieve universal broadband access.
- Examine clean energy policies for equity impacts in development and during implementation.
- Provide needed funding for communities to participate in the clean energy transformation.
- Support workers to ensure they have the skills for clean energy jobs and adopt policies to protect workers in transition.



Transportation

No sector is as important as transportation to achieving decarbonization, nor as complex in its operation and governance.

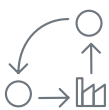
- Establish specific targets for vehicle sales, transportation demand and emissions with accountability measures for meeting those targets.
- Adopt a low carbon fuel standard – a comprehensive mechanism to replace fossil fuels with electricity, hydrogen and clean synthetic or biogenic fuels.



Buildings

There is great potential to reduce and eventually eliminate the use of fossil fuels to heat and power Washington's residences, offices, warehouses, shops and other buildings.

- Replace the direct consumption of fossil fuels, primarily natural gas, with high-efficiency electric heat pumps for space and water heating.
- Strengthen and deepen energy efficiency programs and standards to focus on avoiding and reducing emissions.
- Adopt specific targets and accountability for greenhouse gas emissions in the built environment.



Industry

Policy makers and the private sector would benefit from more information, technology and coordination.

- Conduct a thorough assessment of opportunities to transition to low-emission industrial production and collect information about the use of fossil fuels in industrial processes and the opportunities to increase efficiency and switch to electricity.
- Coordinate with other jurisdictions to adopt consistent policies that recognize and reward lower emission in-state production.
- Enhance research and development programs and state agencies' data and analytical resources.
- Promote development of green hydrogen production, clean fuels refining and carbon capture.

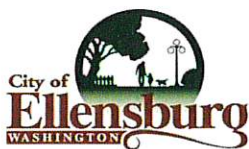


Electricity

Washington is on its way to eliminating greenhouse gas emissions from electricity with the implementation of the Clean Energy Transformation Act (CETA). Structural changes are needed to ensure the capacity to provide electricity to replace fossil fuels in transportation, buildings and industry.

- Invest in new transmission capacity and renewable generation, coordinating with other states.
- Develop distributed energy resources with smart grid capabilities and in consumer equipment to ensure reliability and flexibility.
- Strengthen market mechanisms to ensure resource adequacy and efficient electricity markets.

Proposal 21-09



Comprehensive Plan Amendment Proposal



Community Development Department

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

Application Name: Dunbar Gas Utility Evaluation Docket #: 21-09

OFFICE USE ONLY

OFFICE USE ONLY

Date Application Received: JUNE 30, 2021 Received by: KIRSTEN SACKETT

Applicant:

Name: David Dunbar Daytime Phone: 206-914-0595
Mailing Address: 670 Skyview Drive Fax Number: _____
City/State/Zip: Ellensburg, WA 98926 Signature: _____
Professional License No: N/A E-mail: dhdunbar1@gmail.com

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

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

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

RECEIVED

JUN 30 2021

COMMUNITY DEVELOPMENT

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

I recommend that the city's Comprehensive Plan for the Gas Utility be amended to include undertaking a reevaluation of the 2016 Resource Evaluation study. Specifically, I recommend that reevaluation consider, but not necessarily be limited to, evaluation of:

1. The Volatility of Gas Prices
2. Advances in electrical water and space heating technology that may come to favor electricity over gas for space and water heating.
3. The prospect of government regulation, at the State and Federal level, that will devalue gas operations.
4. The impact of decisions that others in the supply chain may make on the City's ability to deliver gas to its customers at competitive rates.
5. The impact that changes in the market may have on the City's ability to finance needed capital expenditures through revenue bonds; and
6. The impact of its customers' perception of the dangers natural gas production and consumption have on the environment.

Since in the principal use of natural gas is for space and water heating, I recommend that the City reevaluate policies that:

1. Encourage switching of existing electrical heating to gas heating, and
2. Advocate expanding natural gas service to new areas.

Reason for Proposal:

The city began operating as a natural gas delivery service in 1957. For much of the time since then there was little concern with gas as a source of energy for space and water heating. The City continues expand its delivery to new customers. Recently, to mitigate against what it perceived to be the risks of Tier 2 electricity pricing, the City has incentivized gas over electrical water and space heating by providing rebates to builders who make original installations of gas appliances and to individuals who convert from electrical to gas appliances. Those practices are consistent with a 2016 Energy Evaluation.

Situations change. The situation today is not the same as it was in 1957, nor is it the same as it was in 2016. The change that presents the greatest risk is the perceptions about fossil fuel power. Whether justified or not, there is growing concern about fossil fuel power among citizens, businesses and local, state, and federal governments. The concerns lead to a set of heuristic, initial questions that ignore contentious arguments over the facts of environmental change, but which do not ignore the business consequences of those perceptions whether are accurate or not.

The initial questions are straightforward. Would the City choose to enter into the gas market today if it were not already invested in it? If not, why not? And if not, going forward, how do those answers inform the City's business plan for its existing business?

The current business plan favors gas over electrical energy for residential and commercial space and water heating. The City implements this policy by incentivizing fuel-switching and by expansion policies in the current Community Plan. These policies create an implicit, long-term civic responsibility to deliver gas at a competitive price. Each of the areas that I suggest for reevaluation has the potential to expose the City to the risk of not being able to meet those obligations. Therefore, I conclude that before it extends those programs, the City should undertake a new resource evaluation to determine if it can still be reasonably confident that it can fulfill the obligations, to residents, inherent in fuel switching and expansion programs.

Caveats of the 2016 Resource Evaluation

The 2016 energy evaluation supported fuel-switching, but it also reached two important conclusions about possible future changes that could affect its findings. These should not be ignored. The evaluation stated that:

- Both electric and natural gas markets are volatile, which can create significant changes in price levels over time; and
- Baseline and market efficiencies change over time creating opportunities for technology upgrades that may be more cost effective compared with fuel switching.

Separately, in a sentence imbedded within a paragraph of the evaluation, the consultant "recommended that the City continually monitor the fuel switching program cost-effectiveness."

The professed need for continual monitoring sends a clear message that the consultant did not have faith that fuel-switching would remain a sound policy, even in the near term. Although the consultant's comments seem to focus on changes in gas and electrical rates, there are equal risks associated with the public perception of gas power; the perceptions energy companies and investors in the risks inherent in natural gas extraction, storage and distribution; the perceptions of financial markets about the risks inherent in bonds and other investments in natural gas related businesses; and governmental regulation of gas industries.

Examples of Changes

I suggest six areas of reevaluation of the City's 2016 energy evolution. I will not attempt to make the reevaluation here. Here I will present examples of three changes that have occurred since the last evaluation and that I find have the potential to affect the City's ability to meet its civic obligations if it continues the fuel-switching and expansion programs. My analysis of the changes and their effect are necessarily incomplete. Full analysis is properly the subject of a study by persons who have more data than I have and who are more familiar than I am with all aspects of gas vs. electricity power. However, I have concluded the information I present demonstrates good reasons that the City must make the study I propose.

Risks from the Volatility of Gas Prices

There is controversy over what gas and electric price levels to expect in the long-term. However, it is generally accepted that natural gas prices are volatile, even in the short term and all the more so in the long term.¹ It is also commonly argued that long term projections are impossible. In an era of rapid technology change and controversy over the environmental impact of fossil fuels, the ground on which policy stands can shift rapidly. The 2016 evaluation recognized the risks inherent in price changes, but fuel switching creates long term commitments.

Potential Risk from Advances in Electrical water and space heating technology.

Electrically powered, cold climate air sources heat pumps (ccASHP), which offer more efficient heat generation than previous generation heat pumps, are developing more rapidly than previously expected.

Although some studies have projected that alternative electrification technologies, such as ccASHP are not expected to economically break even across all regions on a total cost of ownership basis until at least the early 2030s, those are national figures and include regions where the cost of electrical power is far higher than it is in Washington. Further, when considering investments in infrastructure and appliances, the early 2030s is a relatively short-term window in comparison to the life span of furnaces and water heaters and the time needed to fully depreciate the additional City investment in the infrastructure needed to expand the areas of gas service.

A local builder told me that residential construction firms in this area are already favoring ccASHP technology over gas, since it provides both heat and air conditioning, does not require ducting, and is considered a better technology than gas. Such a preference would be consistent with industry studies that project that residential and commercial gas demand will decline, thanks in part to the introduction of energy-efficiency measures, such as the insulation of new buildings (especially as costs fall after 2030).

Potential risk for the gas Utility from Government Regulation

I will give two examples of potentially risks of government regulation to the City's gas utility's operations as a Local Distribution Company (LDC) for fossil natural gas (FNG).

Department of Commerce 2021 Energy Report

The Washington State Department of Commerce Report, Washington 2021 State Energy Strategy, has a section headed "Develop Plans for the Long-term Transition of the Natural Gas Distribution System." The section discusses the perceived negative effects of using natural gas for heating spaces and water and offers to two strategies. Both "proactively support customers converting [from gas] to zero-emission heating options, such as solar thermal and geothermal." The report does not call for any specific outcome concerning the long-term use of the existing gas distribution system. It does, however, identify benefits in shifting, over time, away from fossil natural gas to electricity. The recommendations include but are not limited to proactively supporting customers converting to zero- emission heating options, such as solar thermal and geothermal. This strategy appears to be in direct opposition to the City's incentivization of gas over electricity.

The report includes recommendations that (1) the Legislature and the UTC should ensure that the state's climate policy and emissions limits are reflected in the regulation of natural gas companies and explore legislative and regulatory actions *to restrict growth of the natural gas system* and the use of fossil natural gas where zero-emission options are available and (2) natural gas distribution companies should work with regulators and stakeholders to

¹ For example, last February, the Utility was able to reap significant profits from the sale of gas it already had under contract and did not need, to Texas, to meet unanticipated needs in that state.

develop *comprehensive and equitable plans to transition from the use of fossil natural gas*. Again, these proposals appear to be in direct and positive conflict with the City's gas strategy. Since the City's ongoing policy is potentially in direct and positive conflict with possible state policy and future regulation, continuing the current policy of switching customers from electricity to gas creates a potential risk of the City and its customers having to absorb losses that the City has every reason to recognize as a possibility. Further, the current policy does nothing to develop an "equitable" transition from gas to electric. It seems that it would be in the interest of the City and its customers to explore responsibly how the City can minimize risk stranding gas assets and maximize the possibility of an equitable exit from fossil natural gas if that becomes necessary.

The Healthy Homes and Buildings Act, House Bill 1084 (HB 1084).

This bill was introduced in January 2021 and referred to committee. It did not advance beyond the committee. However, its introduction identifies a number of potential legislative risks to LDC businesses.

If it had been enacted into law, this bill would have prohibited outright any natural gas infrastructure for space and water heating in new residential and commercial construction in the state and required the elimination of those natural gas systems when construction is undertaken on existing buildings. The proposal would have incorporated these restrictions in the 2027 state energy code. Observers have concluded that the structure of the proposed legislation suggests that these timing and scope goals could be tightened even before 2027. One source observed that because HB 1084 calls for incremental changes in the 2013–2027 energy codes, the Washington State Building Code Council (Council) could decide to eliminate natural gas in space and water heating before 2027 and/or reduce natural gas used for other applications when it updates state energy codes.

It is important to recognize that the City Gas Utility principally serves residential and commercial users whose principal use of natural gas is space and water heating, the uses that are specifically contemplated for elimination. Any evaluation of gas resources should ask whether the gas utility can survive such limitations. Indeed, HB 1084 would have required that gas utilities develop and submit transition implementation plans to the WUTC for review and approval every four years. It would have required that the plans evaluate "strategies to achieve a reduction in [GHG] emissions from the combustion of natural gas." And as a part of the plan, a gas utility would have been required to consider various approaches to reducing GHG emissions, including the permanent decommissioning of its gas distribution system.

The bill had other provisions, but it is clear that, like the Department of Commerce 2021 report, the City's current policy is in direct and positive conflict with the direction this bill took and, that, if it reflects a likely direction of future public policy, it creates unnecessary risk.

The DOC recommendations and proposed regulations are not outlying positions. Although they might have appeared radical in 2016, and so unworthy of consideration when the last resource study was done, today the City cannot responsibly ignore the impact they may have on the long term, say 10 to 20 years, feasibility of continuing to operate as a local deliver company. In short, the anticipated, but by no means assured, short term benefits of direct cost savings from using gas instead of electricity for space and water heating, must be weighed against the risks of pursuing conversion policies.

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

The proposed study will help to determine the risks inherent in incentivizing natural gas over electricity and expanding the area in which the City offers gas services. It allows a more informed risk/reward analysis.

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

The existing plan incentivizes gas over electric power for space and water heating. Changes in public and private perceptions since 2014, when the City instituted the program; 2016 when the resource evaluation endorsed it; and today; require that the criteria used to justify the incentivization of gas be reexamined. The issue is being reframed by parties other than the City and the City can only ignore this at its own peril.

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

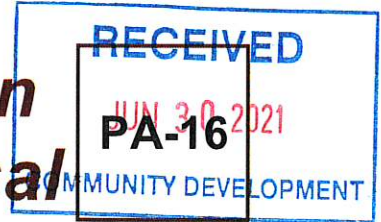
I am not aware of how the change would be compliant with the Countywide planning policy.

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

I am obviously proposing a change to the utility plan. However, is apparent that the utility plans must rest on sound decisions, which is why the most recent resource study called for monitoring the gas policy and adjusting it as necessary.



Comprehensive Plan Amendment Proposal



Community Development Department

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

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

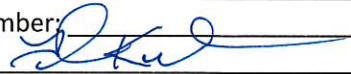
OFFICE USE ONLY

OFFICE USE ONLY

Date Application Received: June 30, 2021

Received by: Kirsten Sackett

Applicant:

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

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

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

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

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

See attached narrative

Description of Fabian Kuchin proposed Comprehensive Plan amendment:

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

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

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

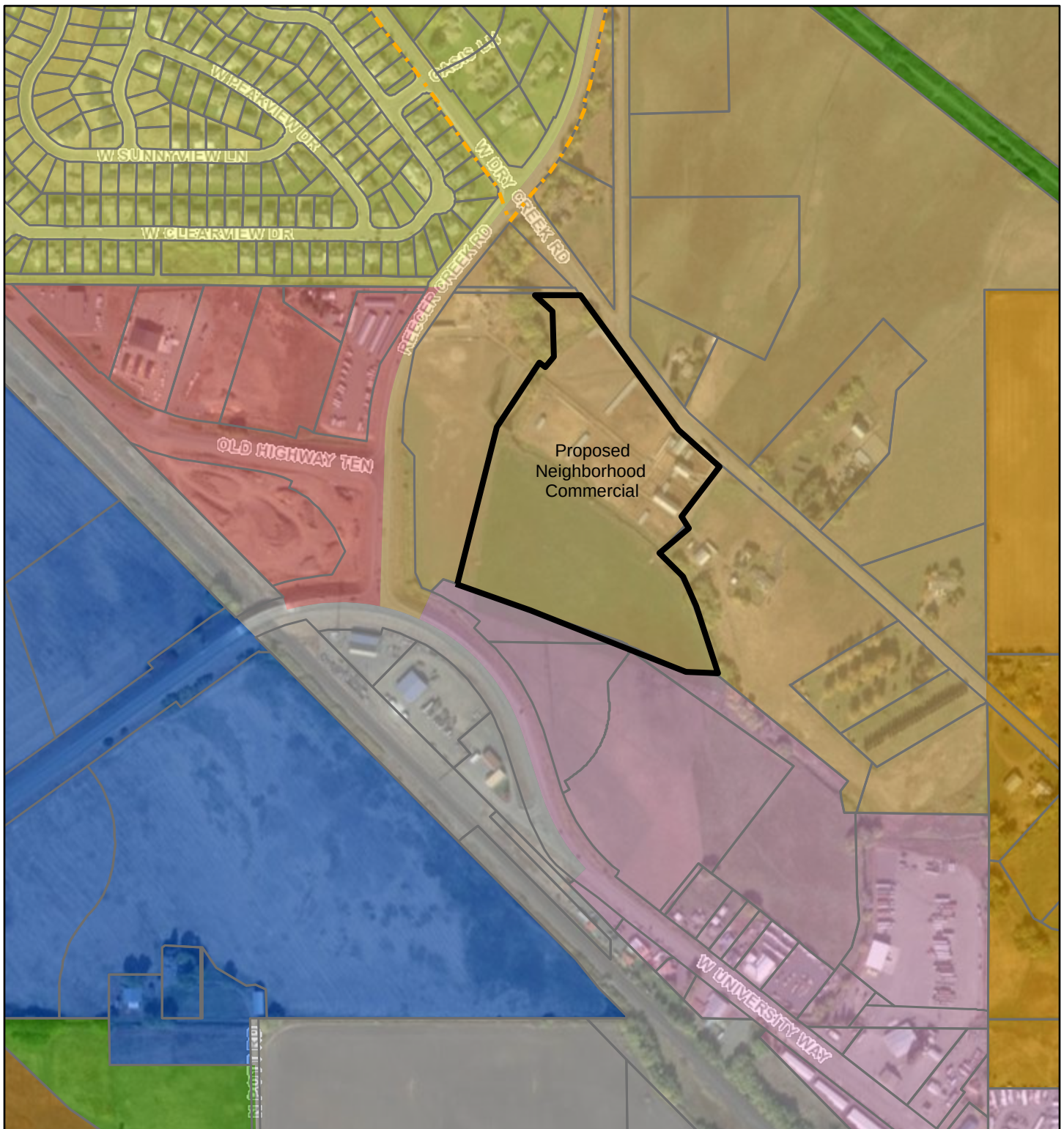
The property was annexed into the City as part of the Currier Creek annexation in March 2020. Prior to annexation, the parcel had been zoned Industrial by the County. The City zoning assigned to the property at annexation was Residential-Suburban. There is a desire to rezone the new Lot 2 to Commercial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

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

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

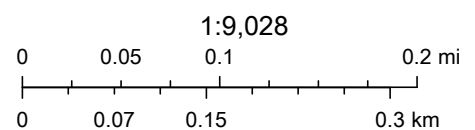
This designation accommodates employment, retail, service, and other related uses at a scale that serves individual or small groupings of neighborhoods. Commercial uses typical of this designation include retail, offices, entertainment, professional services, eating and drinking establishments, live/work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

Kuchin Property Future Land Use Designation



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

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



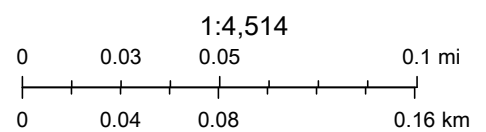
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Fabian Kuchin Existing Parcel



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

-  Urban Growth Area
-  City Limits



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

1" = 200'
Proposed

TPN 865636

1
358,811.02 sq.ft.
8.24 acres

Zoned R-S

TPN 716133

2
815,989.52 sq.ft.
18.73 acres

Zoned R-S

Whiskey Cr

Zoning Bdy
per deed
AFN 512770

TPN 806133

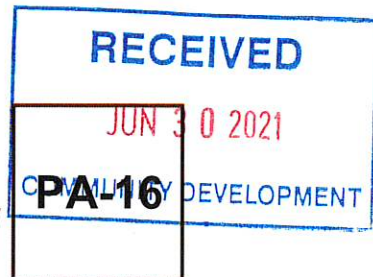
3
170,594.46 sq.ft.
3.92 acres

Zoned
C-H





Comprehensive Plan Amendment Proposal



Community Development Department

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

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

OFFICE USE ONLY

OFFICE USE ONLY

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

Applicant:

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

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

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

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

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

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

Proposed amendment to Future Land Use Map of Comprehensive Plan:

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

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

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

The current County zoning for the property is Urban Residential.

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

Industrial

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

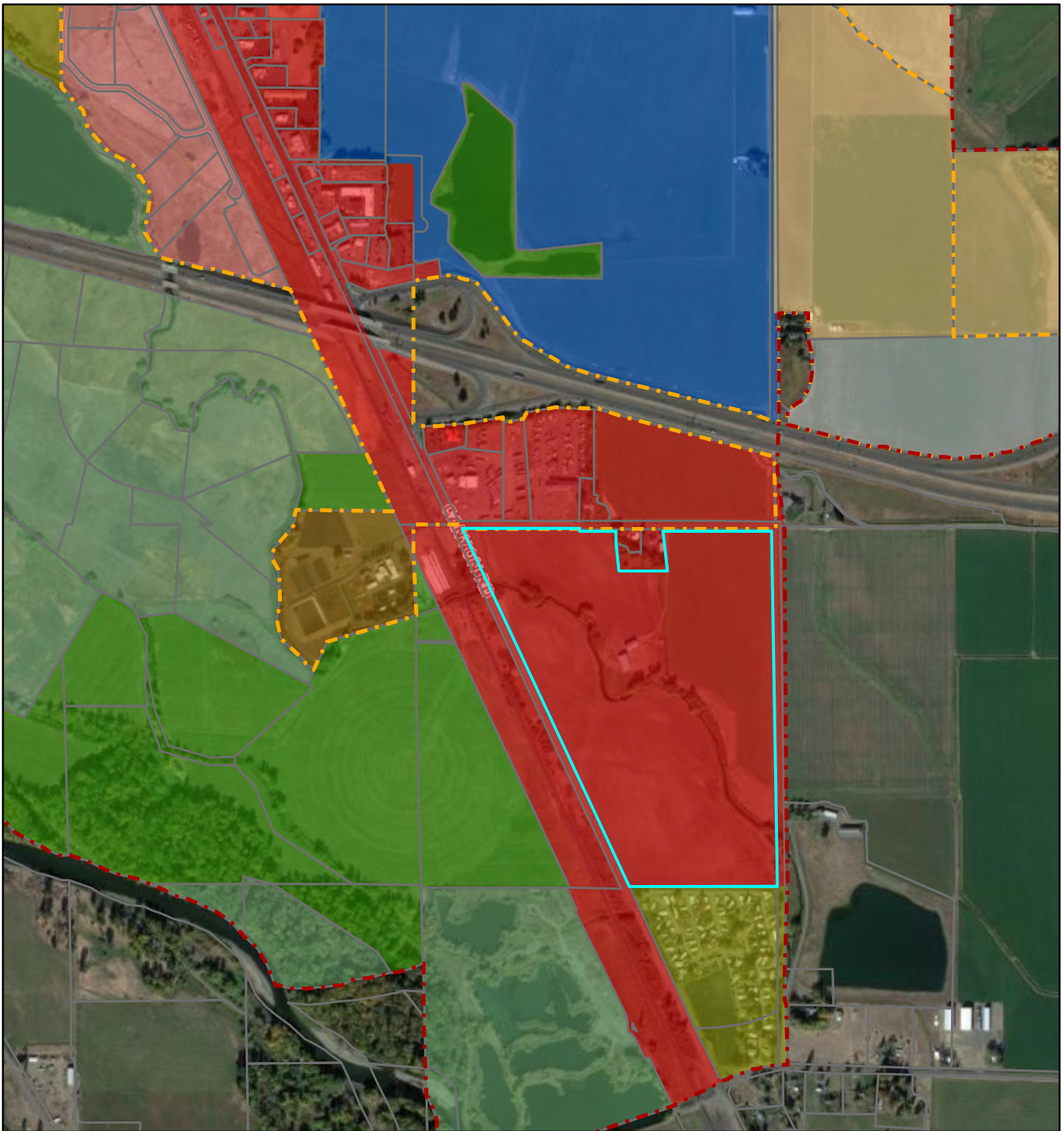
- **LIGHT INDUSTRIAL**

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

- **HEAVY INDUSTRIAL**

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

UGA Property - General Commercial & Services to Industrial



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

Urban Growth Area

City Limits

Future Land Use Designations

Blended residential neighborhood

Community mixed use

Industrial residential

Mixed business park

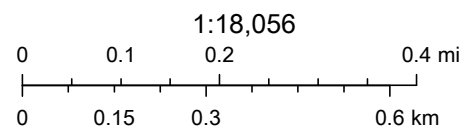
General commercial and services

Light industrial

Public/institutional

Open space (pvt/non-city owned)

Parks and open space



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CITY COUNCIL AGENDA REPORT

City Council Meeting Date: July 19, 2021

Item Title/Agenda Subject: Surplus Real Estate Review

Submitted by: Heidi Behrends Cerniwey

Recommended Action or Motion: Staff prepared a summary of city-owned real estate that the City Council may wish to consider for future disposal or surplus for affordable housing.

Background/Summary: The City's Housing element of the Comprehensive Plan includes the goal to: Preserve, protect, and strengthen the vitality and stability of existing neighborhoods and encourage infill development on vacant and underused sites (Goal H-1, Program 2).

The City Council reviewed City-owned real estate for consideration of sale or partnership to develop affordable housing on February 6, 2017. Five parcels were identified as potential surplus for affordable housing and several other properties were considered for disposal through actions authorized in City Code (Chapter 2.06 ECC).

At the July 28, 2021 Study Session, Council requested review of City-owned real estate to identify other potential parcels that could be put to greater use as residential development or to surplus as a contribution for affordable housing.

Previous Council Action: Of the five parcels identified as potential surplus for affordable housing at the February 6, 2017 meeting, two parcels (Mt. Stuart) were later removed due to suitability issues. One property on Bender/Water Street is currently committed to Habitat for Humanity to create 18 single family units. One application from a private developer is under consideration as surplus for donation of two parcels at 1st Avenue and Pine Street.

Several parcels identified for surplus have been sold since 2017, including the Incubator Building and several along Dolarway Road.

Analysis:

The attached property list includes all real estate owned by the City. Highlighted properties have been identified by staff for residential infill opportunities or those underutilized properties that could be considered for disposal through authorized means.

Financial Impact:

None at this time.

Attachments:

[City Property Overview](#)

PARCEL IDENTIFIER	PARCEL NUMBER	DEPARTMENT OWNER	ACRES	DATE ACQUIRED	LEGAL DESCRIPTION	NOTES	MAP NO.
2ND & PINE GRAVEL PARKING LOT, 04-9123	267033	LIBRARY	0.50	7/1/03	CD. 155; TWN EBURG; ORIGINAL ADD. LOT 1, 2 & 3; BLOCK 21	Future Library Parking	9
6TH & PEARL PARKING LOT, 07-7091	136933	STREET	0.28	10/13/11	TOWN EBURG EBURG ORIG. N 40' OF LOT 9; ALL OF LOT 10 BLOCK 7,	Downtown Parking	5
ADULT ACTIVITY CENTER	277233	CITY HALL	0.00	-	CD. 1847-C; TOWN EBURG; MURRAY'S ADD. S 30' OF LOT 4, ALL LOT 5, LOT 6 TAX # 1 & 3, BLK 47		9
AIRPORT WELL, 04-4011	957117	WATER	1.09	9/15/11	ACRES 1.09; KITTITAS COUNTY AIRPORT AMENDED BINDING SITE PLAN, LOT C-21A & PTN LOT C-21 (SURVEY, B39/P94); SEC 25, TWP 18, RGE 18		5
ANDERSON ST RIGHT-OF-WAY, 04-7044	637833	STREET	0.00	-	TOWN EBURG; SCHNEBLY FRUIT LAND W. 10' LOTS 5 & 10		5
ANIMAL SHELTER	088533	CITY HALL	0.34	-	ACRES 0.34; PTN NE1/4 (PARCEL 5, B35/P47); SEC 11, TWP 17, RGE 18		9
CATHERINE PARK	694034	CITY HALL	0.74	-	ACRES .74, DIMEO SHORT PLAT E-80-08; LOT 1; CATHERINE PARK; SEC. 36, TWP. 18, RGE. 18	Consider Surplus	5
CITY HALL, 04-0650	197433	CITY HALL	0.00	1/24/02	CD. 334-A; TWN EBURG; SHOUDYS FIRST; ALL BLOCK 42; (WASHINGTON SCHOOL)		5
CITY SHOP PROPERTY, 04-0351	086833	SHOP	1.25	1/13/10	ACRES 1.25, CD. 7897; SEC. 2; TWP. 17; RGE. 18; SW 1/4 TAX NO. 30 (OUT OF TAX 11)		9
04-0351	326833	SHOP	19.98	-	ACRES 19.98, CD#7894-1; PTN SW1/4 (PARCEL 1, B35/P47); SEC 02, TWP 17, RGE 18		
04-0351	518633	SHOP	15.22	7/25/01	ACRES 15.22; PTN SW1/4 SEC 02, & PTN NW1/4 SEC 11, T17R18 (PARCEL 2, B35/P47); SEC 11, TWP 17, RGE 18		
04-0351	955044	SHOP	1.70	-	ACRES 1.70; PTN NW1/4 (PARCEL 3, B35/P47); SEC 11, TWP 17, RGE 18		
COMMUNITY GARDEN, 04-9123	617033	LIBRARY	0.17	7/1/03	CD. 156-A; TWN EBURG; ORIGINAL ADD. LOT 5 BLOCK 21	Contribution for Affordable Housing	9
04-9123	937033	LIBRARY	0.17	7/1/03	CD. 156; TWN EBURG; ORIGINAL ADD. LOT 4; BLOCK 21		
DOLARWAY FLOOD PROJECT (STORM WATER)	096133	CITY HALL	15.29	3/17/2020	ACRES 15.29, CD 8952; SEC 34; TWP 18; RGE 18; PTN SE1/4 (PARCEL 6, B33/P212)		4
12-5337	816133	CITY HALL	12.58	3/17/2020	ACRES 12.58; PTN SW1/4 (PARCEL 1, B33/P212); LESS .60 @ DITCH R/W; SEC 34, TWP 18, RGE 18		
12-5337	836133	CITY HALL	16.92	3/17/2020	ACRES 16.92; PTN S1/2 (PARCEL C, B37/P120-121); SEC 34, TWP 18, RGE 18		
12-5337	846133	CITY HALL	11.42	3/17/2020	ACRES 11.42; PTN SW1/4 (PARCEL 4, B33/P212); SEC 34, TWP 18, RGE 18		
12-5337	954434	CITY HALL	1.31	11/8/17	ACRES 1.31; ALLIANCE SHORT PLAT NO.1, E-07-03, PTN LOTS 1 & 2; (LOT 1-A, B39/P106) (MUST BE SOLD WITH PARCEL 954443); SEC 34, TWP 18, RGE 18		
12-5337	954435	CITY HALL	1.00	12/8/17	ACRES 1.00; ALLIANCE SHORT PLAT NO.1, E-07-03, PTN LOTS 1 & 2; (LOT 2-A, B39/P106) SEC 34, TWP 18, RGE 18		
12-5337	954436	CITY HALL	1.20	12/8/17	ACRES 1.20; ALLIANCE SHORT PLAT NO.1, E-07-03, LOT 3; SEC 34, TWP 18, RGE 18		
12-5337	954437	CITY HALL	1.20	12/8/17	ACRES 1.20; ALLIANCE SHORT PLAT NO.1, E-07-03, LOT 4; SEC 34, TWP 18, RGE 18		

12-5337	954443	CITY HALL	1.15	11/8/17	ACRES 1.15; ALLIANCE SHORT PLAT NO.1, E-07-03, DETENTION TRACT (MUST BE SOLD WITH 18-18-34059-0001); SEC 34, TWP 18, RGE 18		
12-5337	957141	CITY HALL	7.87	12/8/17	ACRES 7.87; PTN SW1/4 (PTN PARCEL B, B37/P120-121); SEC 34, TWP 18, RGE 18		
EAST EBURG SUBSTATION	794134	CITY HALL	1.35	7/1/97	ACRES 1.35, CD. 9148; SEC. 36; TWP. 18; RGE. 18 LOTS 86 & 87; TAX NO. 46; LESS 1.2@ RD STATE ADDITION		5
ELECTRIC VEHICLE CHARGE STATIONS, 04-7095	057033	STREET	0.17	-	CD. 134; TOWN EBURG; ELLENSBURG ORIG. LOT 10 BLOCK 17	Downtown Parking	9
FIRE/POLICE DEPARTMENT	157033	CITY HALL	0.83	-	CD. 161-A; TOWN EBURG; ELLENSBURG ORIG LOTS 1, 2, 3, 4 & 5 BLOCK 22		5
FRIENDSHIP PARK, 14-6017	066933	PARK	0.17	9/1/91	CD. 44; TWN. EBURG; ORIGINAL ADD. W1/2 OF LOTS 6 & 7 BLOCK 6	Downtown Parking	9
GAS REGULATOR SITE	605233	CITY HALL	0.12	-	ACRES .12, CD. 7847-1; SEC. 1, TWP. 17, RGE. 18 SE1/4 SW1/4 TAX NO. 37 (OUT OF TAX 17)		3
HAYWARD WELL, 04-4011	954918	WATER	3.44	6/11/08	ACRES 3.44; PTN SW 1/4 (PARCEL 1, B34/P178); SEC 17, TWP 18, RGE 18		3
HWY 10 WELL, 04-4011	933233	ATTN PUBLIC WORKS WATER	33.13	-	ACRES 33.13, SEC. 12, TWP. 18, RGE. 17; SE1/4 SE1/4 TAX NOS. 11 & 15; CITY WELLS		5
IRENE RINEHART PARK	308133	ATTN PARKS AND RECREATION	8.41	7/1/99	ACRES 8.41, CD. 7953; SEC. 3; TWP. 17; RGE. 18; SE 1/4 SW 1/4 TAX NO. 6 LESS 7.55 @ - STATE PIT LESS 1.04 @ INTERSTATE 90		8
	318133	CITY HALL	8.82	-	ACRES 8.82, SEC. 3; TWP. 17; RGE. 18 SW 1/4 SE 1/4 WEST OF RIVER DIKE		
	468533	CITY HALL	17.77	-	ACRES 17.77, SEC. 10; TWP. 17; RGE. 18 NW 1/4 NE 1/4 WEST OF RIVER DIKE & EAST OF RIVER		
	478533	CITY HALL	11.31	-	ACRES 11.31, SEC. 10; TWP. 17; RGE. 18 SW 1/4 NE 1/4 TAX NO. 9 WEST OF RIVER DIKE & EAST OF RIVER		
	558533	CITY HALL	1.03	-	ACRES 1.03, CD. 8079; SEC. 10, TWP. 17, RGE. 18 PTN. SW1/4 NE1/4		
	568533	CITY HALL	0.69	-	ACRES .69, SEC. 10; TWP. 17; RGE. 18 PTN SW 1/4 NE 1/4		
	865436	CITY HALL	26.52	9/26/12	ACRES 26.52, CD.#7944-A-1; SEC. 3; TWP. 17; RGE.18; PTN. SECTION		
JOHN WAYNE TRAIL	958748	C/O COREEN RENO	0.00	8/21/15	SANDERS MILL PLAT PHASE 7, JOHN WAYNE TRAIL TRACT D; SEC 25, TWP 18, RGE 18		5
KITTITAS HWY GAS TAP STATION	511933	ATTN ENERGY SERVICE	0.07	-	ACRES .07, SEC. 5; TWP. 17; RGE. 19 SW 1/4 SE 1/4 TAX 14		7
KIWANIS PARK	012833	CITY HALL	0.07	-	ACRES .07, CD. 9020; SEC. 35; TWP. 18; RGE. 18; SE 1/4 PTN TAX NO. 10 LY S OF 14TH AVE, W OF B ST & NELY OF CM R/W LESS .25@ STATE ROAD		5
	092833	CITY HALL	0.67	-	ACRES .67, CD. 9031-2; SEC. 35, TWP. 18, RGE. 18 SE 1/4 TAX NO. 31		
	132833	CITY HALL	0.79	-	ACRES .79, CD. 9028; SEC. 35, TWP. 18, RGE. 18 SE1/4 TAX NO. 19		
	292833	CITY HALL	0.16	-	ACRES .16, CD. 9031-3; SEC. 35, TWP. 18, RGE. 18 SE 1/4 TAX NO. 68		
	511233	CITY HALL	1.50	-	ACRES 1.50, CD. 9031-4; SEC. 35; TWP. 18; RGE. 18; PTN. NW1/4 SE1/4		
KLEINBERG PARK, 14-6017	527833	PARKS	0.00	-	CD. 1455-A; TOWN EBURG; DEPOT ADD. BLOCK E		5
SOLID WASTE TRANFER STATION, 04-0351	568633	SHOP	1.48	-	ACRES 1.48, CD. 8161-B; PTN N1/2 (PARCEL 4, B35/P47); SEC 11, TWP 17, RGE 18		9
LIBRARY, 04-9123	107033	LIBRARY	0.83	-	CD. 154; TOWN EBURG; ELLENSBURG ORIG. LOTS 6, 7, 8, 9 & 10 BLOCK 20		9

MCELROY PARK	644034	CITY HALL	6.77	3/1/91	ACRES 6.77, CD. 9109; SEC. 36, TWP. 18, RGE. 18; LOTS 44 & 44A; STATE LAND ADDITION; MCELROY PARK		5
MEMORIAL PARK	465833	CITY HALL	0.00	-	CD. 478-A; TOWN EBURG; SHOUDYS 2ND ADD. ALL OF LOTS 1 & 2, W 21' OF LOT 3 BLOCK 61; PTN. VAC ALLEY PER ORD. 4371		5
	485833	CITY HALL	0.00	-	CD. 478-C; TOWN EBURG; SHOUDYS 2ND ADD. W 21' OF 14, ALL 15 & N1/2 VAC 6TH EXC S 20' & PTN. VAC ALLEY PER ORD. 4371 DATED 11/17/03; BLOCK 61		
MEMORIAL POOL	445833	CITY HALL	0.00	-	CD. 477-A; TOWN EBURG; SHOUDYS 2ND ADD LOTS 3-14, BLK. 60		5
MOUNTAIN VIEW PARK	306533	CITY HALL	0.00	-	CD. 2175-1; TOWN EBURG; SANTA ANNA ADD LOTS 1 THRU 16; BLOCK 59		9
	786833	CITY HALL	4.75	-	ACRES 4.75, CORP OF CATHOLIC BISHOP SHORT PLAT E-80-07 LOT 2 SEC. 1; TWP. 17; RGE. 18;		
MT STUART WELL, 04-4011	676133	WATER	1.90	-	ACRES 1.90, CD. 8911; SEC. 34, TWP. 18, RGE. 18 SE1/4 NE1/4 TAX NO. 40 & TAX NO. 50 (OUT OF TAX 34)	Abandoned transformer site (Light Utility)	5
	902833	ATTN PARKS AND RECREATION	2.32	-	ACRES 2.32, SEC. 35; TWP. 18; RGE. 18 SW 1/4 NW 1/4 TAX NO. 20 CARD #9011	Well	
N ALDER ST PARK	16777	CITY HALL	5.55	12/16/03	ACRES 5.55, TR 1 SHORT PLAT E-0024; LOT 2; SEC. 25, TWP. 18, RGE. 18(NORTH END PARK)		5
NANEUM WATERSHED, 04-4892 04-0492 04-0493 04-0494 04-0495 04-0496	058334	ATTN PUBLIC WORKS, WATER	40.00	-	ACRES 40.00, SEC. 20, TWP. 19, RGE. 19; NE1/4 NE1/4; (NANUM WATER SHED)	Owned by Water Utility	1,2
	078334	ATTN PUBLIC WORKS, WATER	40.00	-	ACRES 40.00, SEC. 20, TWP. 19, RGE. 19; (NANUM WATERSHED)		
	088334	ATTN PUBLIC WORKS, WATER	22.66	-	ACRES 22.66, SEC 20, TWP 19, RGE 19; NE1/4 NE1/4 TAX 3 & 2 N OF CO RD; NANUM WATERSHED; .02@ RD R/W		
	708334	ATTN PUBLIC WORKS, WATER	80.00	-	ACRES 80.00, SEC. 3, TWP. 19, RGE. 19; TAX NO. 1; NANUM WATERSHED		
	808334	ATTN PUBLIC WORKS, WATER	80.00	-	ACRES 80.00, SEC. 9, TWP. 19, RGE. 19; TAX NO. 1; NANUM WATERSHED		
	918334	ATTN PUBLIC WORKS, WATER	0.51	-	ACRES .51, SEC. 20, TWP. 19, RGE. 19; SE1/4 SE1/4 TAX 1; NANUM WATERSHED		
OLD AIRPORT WELL SITE, 04-4011	955299	WATER	0.04	3/6/09	ACRES 0.04; KITTITAS COUNTY AIRPORT AMENDED BINDING SITE PLAN, LOT C-28; SEC 25, TWP 18, RGE 18		5
	955300	WATER	0.08	3/6/09	ACRES 0.08; KITTITAS COUNTY AIRPORT AMENDED BINDING SITE PLAN, LOT C-29; SEC 25, TWP 18, RGE 18		
OLD CITY DUMP/POWER PLANT SITE	102633	ATTN PARKS AND RECREATION	18.01	-	ACRES 18.01, CD. 8840-3; SEC. 32; TWP.18; RGE.18; PTN. NE 1/4;	Abandoned Landfill	4
	20401	CITY HALL - LIGHT	0.38	10/19/04	ACRES .38; CD 8881-2-1; SEC 33, TWP 18, RGE 18; PTN SW1/4 (B25/P17-18) RD R/W		
	669333	CITY HALL	32.59	-	ACRES 32.59, SEC. 33; TWP. 18; RGE. 18; NW1/4 NW1/4 W1/2; SW1/4 NE1/4 TAX NO. 5; SW1/4 NW1/4 TAX 8, N1/2 SW1/4 TAX 16; LESS 15.05 ST OF WA; LESS .63 I-90; LESS 6.73 I-90 (DOG PARK)		
	682633	ATTN PARKS AND RECREATION	10.01	-	ACRES 10.01, SEC. 29; TWP. 18; RGE. 18 SE 1/4 SE 1/4, TAX 13		
	702633	ATTN PARKS AND RECREATION	3.76	-	ACRES 3.76, SEC. 29; TWP. 18; RGE. 18 SE 1/4 SE 1/4 S 1/2 TAX NO. 12 LESS 1.24 @ STATE CARD #8804		

	949537	CITY HALL - LIGHT	0.25	3/14/05	ACRES 0.25; PTN NE1/4 SW 1/4; SEC 33; TWP 18; RGE 18		
	659333	ATTN ENERGY SERVICE	13.32	-	ACRES 13.32, SEC. 33, TWP. 18, RGE. 18; PTN. NW1/4 NW1/4 W1/2 TAX 7 SW1/4 NW1/4 TAX NO. 5; OLD POWER PLANT		
OLD WATER FILTRATION SYSTEM SITE, 04-4011	674434	ATTN PUBLIC WORKS	0.25	-	ACRES .25, SEC. 19; TWP. 18; RGE. 19; SW 1/4 SE 1/4 TAX 6;		2
PARCEL AT BENDER & WATER ST, 04-7074	541133	RIGHT-OF-WAY, STREET	3.00	9/8/11	ACRES 3.00, CD. 8683; SEC. 26; TWP. 18; RGE. 18; SW 1/4 NE 1/4 TAX NO. 2	Affordable Housing Habitat for Humanity	5
PAUL ROGERS PARK	944734	ATTN PARKS AND RECREATION	19.80	3/22/64	ACRES 19.80, SEC. 31, TWP. 18, RGE. 19; NW1/4 SE1/4 TAX N. 23; PAUL ROGERS PARK		6
RACQUET CENTER	514934	ATTN PARKS AND RECREATION	2.46	1/1/99	ACRES 2.46, CD. 10606-1; SEC. 33, TWP. 18, RGE. 19; PTN. SE1/4 SE1/4; RACQUET & REC. CENTER		7
REED PARK	165633	CITY HALL	0.00	-	CD. 1315-E; TOWN EBURG; HUTCHINSON & CHAPIN SUB-DIV. LOTS 1 - 7 LESS TAX 1 OF LOT 7; BLK G		5
RINGER LOOP PARK	210333	ATTN PARKS AND RECREATION	21.84	-	ACRES 21.84, SW1/4 SW1/4 LOT 4 S OF RINGER RD; SE1/4 SW1/4 S OF RINGER RD & W OF RR	Yakima River	11
SKATE PARK	407133	CITY HALL	0.17	-	CD. 169; TOWN EBURG; ELLENSBURG ORIG. LOT 7 BLOCK 23		9
	417133	CITY HALL	0.33	-	CD. 170; TOWN EBURG; ELLENSBURG ORIG. LOTS 8 & 9 BLOCK 23		
	427133	CITY HALL	0.17	7/1/94	CD. 171; TOWN EBURG; ORIGINAL ADD. LOT 10 BLOCK 23		
ROTARY PAVILION	146933	CITY HALL	0.50	9/26/19	TOWN EBURG; ORIGINAL ADD. LOTS 6, 7 & 8 BLOCK 10; SEC 02, TWP 17, RGE 18		5
SOUTH MAIN ENTRY PARK	058533	CITY HALL	0.42	-	ACRES .42, SEC. 11, TWP. 17, RGE. 18 NE1/4 PTN. TAX NO. 20; LESS .95 RD. @ LESS .91 CO. RD; .04 STATE OF WA. DOT		9
TWIN CITY FOODS ENTRANCE/ROW, 04-7074	097633	CITY HALL - STREET RIGHT-OF-WAY	0.00	-	CD. 1458-1; TOWN EBURG; CASCADE ADD. N. 25.7' OF LOT 9; BLOCK 1		5
VACANT PARCEL OFF WATSON RD	15788	ATTN ENERGY SERVICE	3.00	4/28/06	ACRES 3.00, CD. 10612-4; SEC. 34, TWP. 18, RGE. 19; PTN. NW1/4 NW1/4 (PARCEL D, SURV. B25/P180-184)		7
VACANT PARCEL OFF DOLARWAY RD, 12-5337	186133	ATTN PUBLIC WORKS - GENERAL FUND	0.52	2/11/11	ACRES 0.52; CD 8929; PTN SE1/4 (PTN PARCEL A, B37/P120-121); SEC 34, TWP 18, RGE 18		4
	961394	CITY HALL	2.12	6/1/89	ACRES 2.12, ELLENSBURG INDUSTRIAL PARK; LOT 1; (INCL. LOT C & EXC. LOT B, SURVEY #520966); SEC. 34; TWP. 18; RGE. 18;	Sale Pending	
VACANT PARCEL OFF DOLARWAY RD	949455	SEWER	1.89	6/27/13	ACRES 1.89; KIDDER SHORT PLAT E04-17, LOT 5; SEC 34; TWP 18; RGE 18		4
VACANT PARCEL OFF YAKIMA RIVER NEAR THORP, 04-4892	313233	CITY HALL - WATER	5.40	-	ACRES 5.40, SEC. 13; TWP. 18; RGE. 17 NW 1/4 NE 1/4 TAX NO. 12 (OLD POWER PLANT)		3
	346433	ATTN PUBLIC WORKS	4.20	-	ACRES 4.20, SEC. 13; TWP. 18; RGE. 17 NE 1/4 NE 1/4 TAX NO. 13		

VACATED DELPHINE, 04-7074	351533	CITY HALL, RIGHT-OF-WAY	0.00	-	TOWN EBURG PURDIN'S ACRE TRACTS TRACTS 22 & 23 (VAC. DELPHINE)		5
WASTE WATER TREATMENT PLANT, 04-5892	028733	ATTN PUBLIC WORKS-SEWER	39.66	-	ACRES 39.66, CD. 8216-1; SEC. 14, TWP. 17, RGE. 18; PTN. S1/2 NE1/4		9
04-5892	168733	CITY HALL-SEWER	18.70	-	ACRES 18.70, CD. 8209-1; SEC. 14, TWP. 17, RGE. 18 NE1/4 NE1/4		
04-5892	17163	ATTN PUBLIC WORKS-SEWER	5.63	8/7/02	ACRES 5.63, CD. 8162-8; SEC. 11, TWP. 17, RGE. 18; PTN. SE1/4 (LOT 20, B27/P148-149)		
04-5892	178733	ATTN PUBLIC WORKS-SEWER	20.32	-	ACRES 20.32, SEC. 14, TWP. 17, RGE. 18; PTN. NE1/4 NELY OF TJOSSEM DITCH		
04-5892	188733	ATTN PUBLIC WORKS-SEWER	41.00	-	ACRES 41.00, CD. 8211; SEC. 14, TWP. 17, RGE. 18 E1/2 NE1/4 TAX NO. 3		
04-5892	228733	ATTN PUBLIC WORKS-SEWER	10.02	-	ACRES 10.02, SEC. 14, TWP. 17, RGE. 18; PTN. NW1/4 NE1/4 SWLY OF TJOSSEM DITCH		
04-5892	258733	ATTN PUBLIC WORKS-SEWER	29.56	-	ACRES 29.56, CD. 8215-A; SEC. 14, TWP. 17, RGE. 18; PTN. E1/2 NW1/4 NELY OF YAKIMA RIVER		
04-5892	598733	ATTN PUBLIC WORKS-SEWER	10.10	4/13/10	ACRES 10.10, CD # 8222; SEC. 14; TWP. 17; RGE. 18; NE 1/4 SE 1/4 TAX NO. 5		
04-5892	688733	CITY HALL-SEWER	0.26	-	ACRES .26, CD. 8194-1; SEC. 13, TWP. 17, RGE. 18 PTN. NW1/4 NW1/4 ANNEXED TO THE CITY OF ELLENSBURG ORDINANCE #2942 OCT. 16, L972 CARD #8194-1		
04-5892	698733	CITY HALL-SEWER	27.94	-	ACRES 27.94, CD. 8194; SEC. 13, TWP. 17, RGE. 18 NW1/4 NW1/4 TAX 5 & 6; SW1/4 NW1/4 TAX 1, 3 & 4; LESS 13.03 NP R/W (SO. CANYON RD - WWTP)		
04-5892	818633	CITY HALL-SEWER	1.95	-	ACRES 1.95, CD. 8170-1; SEC. 11, TWP. 17, RGE. 18 SE1/4 SE1/4		
WATER BOOSTER PUMP SITE, 04-4011	333834	CITY HALL-WATER	0.00	-	CD. 565; TOWN EBURG; SHOUDY'S 2ND ADD TAX #2 OF LOT 3 BLOCK 76 CITY ST		5
04-4011	353834	CITY HALL-WATER	0.00	3/10/03	TOWN EBURG SHOUDY'S 2ND LOT 16 LESS .04 ACRE BLOCK 76 (TAX DEED)		
WATER RESERVOIR, 04-4011	955287	WATER	0.29	3/6/09	ACRES 0.29; KITTITAS COUNTY AIRPORT AMENDED BINDING SITE PLAN, LOT C-16; SEC 25, TWP 18, RGE 18		5
WATER TOWER, 04-4011	335733	CITY HALL-WATER	0.00	1/19/01	CD. 1225; TWN EBURG; REEDS ADD; TAX 1 OF LOT 13 BLK A		5
04-4011	345733	CITY HALL-WATER	0.00	-	CD. 1220-C; TOWN EBURG; REED'S ADD. TAX 12 OF LOT 13 BLK A		
04-4011	575433	CITY HALL-WATER	0.00	-	CD. 1208-A; TOWN EBURG; 2ND RAILROAD TAX #1 & #2 BLOCK K		
04-4011	615633	CITY HALL-WATER	0.00	-	CD. 1220-B; TOWN EBURG; REED'S ADD. TAX 3 OF LOT 13 BLK A		
WEST EBURG PARK, 14-6017	228133	CITY HALL-PARKS	192.89	7/1/99	ACRES 192.89; CD. 7939; PTN SE1/4 SEC 34 OF T18R18; PTN NE1/4 SEC 2 & PTN SEC 3 OF T17R18 (PTN LOT 5, B36/P84-88); SEC 03, TWP 17, RGE 18		4,8,9
14-6017	238033	CITY HALL-PARKS	0.00	-	CD. 2725; TOWN EBURG; ELECTRIC ADD. LOTS 1 & 2; BLOCK 14		
14-6017	258033	CITY HALL-PARKS	0.00	-	CD. 2727; TOWN EBURG; ELECTRIC ADD. LOTS 3 THRU 10; BLOCK 15		
14-6017	668233	CITY HALL-PARKS	0.00	-	CD. 2613; TOWN EBURG; BECKER'S ADD. LOTS 8 THRU 12; BLOCK 13		
14-6017	678233	CITY HALL-PARKS	0.00	-	CD. 2614; TOWN EBURG; BECKER'S ADD. LOTS 1 THRU 10; BLOCK 16		
14-6017	955943	CITY HALL-PARKS	3.62	12/29/05	ACRES 3.62; PTN NE1/4 (LOT 4, B36/P84-88); SEC 03, TWP 17, RGE 18		
WEST EBURG SUBSTATION	338233	CITY HALL	0.00	-	CD. 2589; TOWN EBURG; BECKER'S ADD. LOT 1; BLOCK 8; PTN E 20' OF VAC CASCADE ST (ORD 4475)		5
	348233	CITY HALL	0.00	-	TOWN EBURG BECKER'S ADD. LOTS 2 THRU 6; BLOCK 8; PTN VAC ALLEY AND VAC E 20' OF CASCADE ST (ORD 4475)		
	358233	CITY HALL	0.00	-	CD. 2590; TOWN EBURG; BECKER'S ADD. LOTS 7 THRU 9; BLOCK 8; PTN VAC ALLEY, ORD 4475		
	858233	CITY HALL	0.00	-	TOWN EBURG BECKER'S ADD. LOT 1; BLOCK D		

WHITFIELD TRIANGLE	065633	CITY HALL	0.00	-	CD. 1315-A; TOWN EBURG; LEE'S SUB-DIV LOT 15; BLK F	Consider Surplus	5
WHITNEY WELL, 04-4011	16651	CITY HALL	0.00	-	SEC. 1, TWP. 17, RGE. 18; PTN. SW1/4 NE1/4 PTN. TAX NO. 6; PTN. NW1/4 SE1/4; SUNNYSIDE ADD. PTN. LOT 9; BLK A		9
WIPPEL PARK	588033	CITY HALL	0.00	-	CD. 2697-1; TWN EBURG; ELECTRIC ADD. PTN. OF LOT 1; ALL LOTS 2-7 & VACATED ALLEY (ORDINANCE 2981); BLOCK 8		5
YOUTH CENTER	897533	CITY HALL	0.00	12/1/98	CD. 1610; TWN EBURG; HOMESTEAD ADD; LOTS 11 & 12; BLK 6		9
	907533	CITY HALL	0.00	12/1/98	CD. 1600; TWN EBURG; HOMESTEAD ADD; LOT 1; BLOCK 6		



MANAGER'S REPORT

DATE: July 19, 2021
TO: Ellensburg City Council
FROM: Heidi Behrends Cerniwey, City Manager

1. City Gas Division Receives Safety Award.

The City Gas Division is an American Public Gas Association (APGA) Safety Contest winner for the 2020 calendar year. Each year, utilities submit applications for the contest and winners are determined by the lowest number of recordable injuries per man hours worked. The City of Ellensburg Gas Division has now been a winner for 2 consecutive years. The APGA recognizes each winner with a certificate, announcement at the Annual Conference, and on APGA's social media platforms.