

CITY COUNCIL AGENDA

July 17, 2023



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To attend the city council meeting virtually register here:

https://us02web.zoom.us/webinar/register/WN_hBxOFpDHQhSaHTOFyDrxyA

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AMERICANS WITH DISABILITIES ACT

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. Reasonable accommodations will be made upon request. Please furnish the ADA Coordinator with your request in sufficient time for the City to provide a reasonable accommodation by calling the City of Ellensburg ADA Coordinator at (509) 962-7222 or email ADAAccordinator@ellensburgwa.gov.

COUNCIL MEETING

GUIDELINES FOR PUBLIC PARTICIPATION

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

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

SUBMISSION OF WRITTEN COMMENTS

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

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

1. ***Advance registration is required to provide public comment or hearing testimony via remote meeting attendance.*** Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. 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 any written comments to the City Clerk.
- ◆ Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.
- ◆ Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

1. Each speaker's comments are to be limited to 3 MINUTES.
2. Speakers are cautioned not to engage in conduct that disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting.
3. Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).

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

CONSENT AGENDA

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

AGENDA ITEMS

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

PUBLIC HEARINGS

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

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

**CITY OF ELLENSBURG
CITY COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, July 17, 2023
7:00 PM - Regular Meeting**

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (Public Comment Opportunity)

3. Awards and Recognitions

4. Approval of Agenda (No Public Comment)

5. Consent Agenda (No Public Comment)

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

5.A	Approve Minutes of July 3, 2023 Regular Meeting	6
5.B	Approve University Way Banner Request for Kittitas County Health Network - October 17-23, 2023	9
5.C	Approve University Way Banner Request for CWU - May 28-June 3, 2024	10
5.D	Kittitas County Fair and Rodeo Requests	11
5.E	Award Bid Call No. 2023-07 15kV 1/0 Medium Voltage Underground Distribution Cable to General Pacific Inc.	19
5.F	Bid Award – Bid Call No. 2023-10, 2023 Residential Sidewalk Repair Program	21
5.G	Reject All Bids for Bid Call No. 2023-08 Distribution Transformers	23
5.H	Amendment to Memorandum of Understanding Between Care Center and City of Ellensburg for Cabulance Service	25
5.I	Approve July 17, 2023 Voucher Listing	28

6. Petitions, Protests, and Communications

6.A	Board and Commission Appointments (Public Comment Opportunity)	29
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7.	Citizen Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Resolution 2023-18 to Approve Sale of Whitfield Triangle (Public Comment Opportunity)	35
10.	Unfinished Business	
11.	New Business	
11.A	OriginPay Order Form and SOW - Origin SmartCity Implementation (Utility Billing Software/CIS) Project	59
11.B	Introduction of the 2023 Comprehensive Plan Docket List (Public Comment Opportunity)	83
11.C	Letter of Mutual Partnership Between Kittitas County, Cities, and Organizations to Implement Strategies of the Kittitas County Economic Development Strategic Plan (Public Comment Opportunity)	105
12.	Miscellaneous	
12.A	Manager's Report (No Public Comment)	108
12.B	Councilmembers' Reports (No Public Comment)	
13.	Executive Session	
13.A	Per RCW 42.30.110(1)(i), to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.	
14.	Adjournment	



CITY OF ELLENSBURG

Minutes of City Council, Regular Meeting

Date of Meeting

July 3, 2023

Time of Meeting

7:00 PM

Place of Meeting

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

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Elliott

1. Call to Order and Roll Call

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

Others present in person: City Manager Behrends Cerniwey, Assistant City Attorney Reiman, City Clerk Leader, Public Works & Utilities Director Lyyski, Community Development Director Carlson, Planning Manager Johnston and approximately six members of the public

Others present remotely via Zoom: two members of the public

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

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

5. Consent Agenda

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

- 5.A Approve Minutes of June 20, 2023 Regular Meeting
- 5.B Acknowledge Minutes of Boards and Commissions
- 5.C Amendment No. 1 to the Agreement Between Hearthstone and the City of Ellensburg for Cabulance Service
- 5.D Resolution 2023-17 - Ellensburg Flats Final Plat Phase 1 Approval - P23-050
- 5.E Amendments - Interlocal agreements with the Ellensburg School District for School Resource Officer and Reserve Officer Services

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- 5.F Project Acceptance – Bid Call No. 2022-04 - 2022 Residential Sidewalk Repair Program
 - 5.G Department of Natural Resources 2023 Community Forestry Assistance Grant Agreement
 - 5.H Bid Award - Bid Call 2023-09 - Ruby Street from E Manitoba Ave to E 5th Ave Skim Patch
 - 5.I Approve July 3, 2023 Vendor Listing

6. Petitions, Protests, and Communications

- 6.A Ellensburg Community Radio Update with Mollie Edson (Public Comment Opportunity)
Jerry Alldredge and Mollie Edson presented information concerning Ellensburg Community Radio. Mike Gallegher, Station Manager, also spoke and Council asked questions.
- 6.B Board and Commission Appointments (Public Comment Opportunity)
Marion Elliot and Casey Mace Firebaugh introduced themselves and spoke regarding their interest in serving on the Parks and Recreation Commission.

Councilmember Elliott moved to appoint Countney Garzone to the Affordable Housing Commission and Casey Mace Firebaugh and Marion Elliot to the Parks and Recreation Commission. **Motion Approved 7-0.**

7. Citizen Comment on Non-agenda Issues

Thomas Dell was present to speak regarding rent increases for Briarwood Commons residents.

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

- 9.A Ordinance 4917 (Second Reading) - Increase City Manager Purchasing Authority (Public Comment Opportunity)
Ryan Lyyski, Public Works & Utilities Director presented information in the staff report.
Councilmember Elliott moved to Approve second reading and adoption of Ordinance 4917. **Motion Approved 7-0**
- 9.B Ordinance 4918 (Second Reading) Adding Chapter 5.22 (Compost Procurement Policy) to the Ellensburg City Code (Public Comment Opportunity)
Ryan Lyyski, Public Works and Utilities Director, presented information in the staff report.
Councilmember David Miller moved to Approve second reading and adoption of Ordinance 4918. **Motion Approved 7-0**

-
- 9.C Ordinance 4921 (Second Reading) –Traffic Code Revisions (Public Comment Opportunity)
Ryan Lyyski, Public Works & Utilities Director, presented information in the staff report.
Councilmember Monica Miller moved to Approve second reading and adoption of Ordinance 4921. **Motion Approved 7-0**
- 9.D Ordinance 4922 (First Reading) Updating Chapter 7 - Criminal Code (Public Comment Opportunity)
Aaron Reiman, Assistant City Attorney, presented information in the staff report.
Councilmember Winn moved to Approve conducting first reading of Ordinance 4922. **Motion Approved 7-0.**

10. Unfinished Business

11. New Business

12. Miscellaneous

- 12.A Manager's Report (No Public Comment)
The City Manager reviewed the report and also shared pictures of the artists' painting on the water tower and the slurry seal project that took place downtown.
- 12.B Councilmembers' Reports (No Public Comment)
- Councilmember Elliott reported regarding local resources available for area fires
 - Councilmember Goodloe attended the AWC conference, Coffee with Council, and a DEI State Cabinet meeting
 - Councilmember David Miller participated in Arts Commission member interviews, the Touch a Truck event and recognized the Public Works & Utility staff for the project downtown
 - Mayor Lillquist reported on the Yakima Basin Fish & Wildlife Recovery Board annual meeting and she received a certificate for the City Bicycle Friendly Community Silver Award

13. Executive Session

14. Adjournment

Meeting adjourned at 7:52 pm

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: Kittitas County Health network presents "Drug Take Back Day"
 Contact Person: Jessica Cranefield Phone Number: 509-933-7544
 Banner Hang Dates (Monday-Sunday): Tuesday Oct 17th to Monday Oct 23rd

☒ CWU Scheduling Center has reserved the banner dates.

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

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

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



* Example of a correctly made banner.

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

Kittitas County

Drug Take Back and Shred DAY Oct. 29th

more information www.healthierkittitas.org




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: _____

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: CWU Fashion Show

Contact Person: Andrea Eklund Phone Number: 509-963-2067

Banner Hang Dates (Monday-Sunday): May 28-June 3, 2024

- 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



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City of Ellensburg approved by: _____ Date: _____

Disapproval/Reasons: _____



Meeting Date: July 17, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Kittitas County Fair and Rodeo Requests
Submitted by: Brad Case, PARKS & RECREATION DIRECTOR
Department: Parks & Recreation

Suggested Motion/Action:

Move to approve requests identified in the February 28, 2023 letters from Kady Porterfield, Kittitas Valley Event Center Director, and Brian Twardoski, President of the Ellensburg Rodeo Board.

Background/Summary:

As a part of the annual Kittitas County Fair and Ellensburg Rodeo, requests are made by event organizers to help ensure the successful operation of the Fair and Rodeo. Those requests are outlined in the attached letters from Kady Porterfield, Kittitas Valley Event Center Coordinator, and Brian Twardoski, President, Ellensburg Rodeo Board.

Previous Council Action:

None

Analysis:

The vast majority of the 2023 requests are consistent with what has been requested in previous years. Leading up to the event, City and County staff will schedule a meeting to discuss and plan road closures, traffic patterns, and signage to ensure that the event is as safe as possible.

Traditionally, Fair and Rodeo events have used golf carts and other off-road vehicles in their operations, within parameters established in partnership with law enforcement. At their May 1, 2023 meeting, Council passed Ordinance 4915 - Wheeled All-Terrain Vehicles which permits street legal WATVs to be used within certain parameters within the City. The February 28, 2023 letter includes a request for use of vehicles not covered by Ordinance 4915. Staff recommends allowing the Fair and Rodeo requests for 2023 as their staff will work with local law enforcement to establish appropriate travel lanes and plans, consistent with previous events. Staff have provided notice to event organizers and will continue to work with them to ensure that 2024 vehicles used for the event will be consistent with city codes and policies. And will continue to work together, with law enforcement, on developing policies that address public safety while at the same time providing organizers with the framework to effectively run their event.

Financial Impact:

NA

Budget Adjustment: No

Attachments:

1. 2023 Fair & Rodeo Request Letter
2. 2023 Rodeo Parade Request



February 28, 2023

The Honorable Nancy Lillquist
Mayor, City of Ellensburg
501 N. Anderson
Ellensburg, WA 98926

Dear Mayor Lillquist,

On behalf of the Kittitas County Fair and Ellensburg Rodeo, we respectfully request that you grant the following items to implement the successful operation of the 2023 Kittitas County Fair and Ellensburg Rodeo.

Request for City Council Approval:

1. A waiver of the City of Ellensburg's noise ordinance to include only commercial and public reserve areas (zoning designations), with quiet hours between 3:00 a.m. and 6:00 a.m. for a limited period of time extending from Thursday, August 31, 2023, through Monday, September 4, 2023.
2. Use of Golf Carts and UTVs/ATVs on routes that are necessary for Fair and Rodeo operations under the following regards:
 - 1) Routes to include Popular Street, between 7th and 8th Ave; Maple Street, between 8th and 9th Ave; 8th Ave, between Popular Street and Alder Street; Adler Street, from 8th Ave up to 18th Ave, and from 710 N Chestnut St up Chestnut St to 9th Ave.
 - 2) Vehicles using these routes will be clearly marked.
 - 3) A lane will be designated from Popular to Alder Street along 8th Ave for Cart and ATV use only.
 - 4) Carts and ATVs will not operate in crosswalks.
 - 5) Carts and ATVs will follow all traffic laws and operate the road like any other vehicle.
 - 6) Carts and ATVs will only cross University Way at the Alder Street and Chestnut Street cross sections.



3. Effective Monday, August 28th:
- 7) A temporary closure of 7th Avenue, from the corner of Chestnut and 7th to Poplar Street.
 - 8) A temporary closure of Poplar Street, from the corner of 7th Avenue to the corner of 8th Avenue.
 - 9) Designate one-way traffic: 9th Avenue, east bound between Poplar Street and Maple Street.
 - 10) Designate one-way traffic: Maple Street, south bound between 9th Avenue and 8th Avenue.
 - 11) Designate one-way traffic: Alley, west bound between Alder Street and Maple Street.
 - 12) Designate one-way traffic: 8th Avenue, west bound between Alder Street and Poplar Street and add 2 'Do Not Enter' signs facing west on the 8th Avenue and Maple St. cross-section in front of the Fair's Ticket Office.
 - 13) Designate one-way traffic: South bound on Alder between alley and 8th Avenue.
 - 14) Permission to place signs in appropriate locations for the purpose of directing people to the Event Center/Fairgrounds and designated parking areas, from the I-90 interchanges and other locations throughout the city.
 - 15) A "No Overnight Camping" sign along the north side of 6th Avenue in front of Memorial Park/Swimming Pool.
 - 16) A "No Parking" area along the north side of 6th Avenue for Handicapped parking and an extra bus stop area.
 - 17) Authorize "15-minute parking" and "no parking" areas in the customary areas surrounding the Event Center/Fairgrounds as designated by Ellensburg Police Department in conjunction with Event Center/Fair staff.
 - 18) A "no parking" area along the east and west sides of Alder Street adjacent to the Event Center north parking lot, between University Way and 8th Avenue.
 - 19) A "no parking" area along the north side of 8th Avenue between Chestnut and Alder.
 - 20) A "no parking" area along the north side of 9th Avenue between East University Way and Maple Street.
 - 21) Designate "one-way" from Chestnut East up 5th Avenue to Poplar; North Poplar to 6th Avenue; and 6th Avenue West to Chestnut.
 - 22) Temporary 4-Way Stop at 5th Avenue and Chestnut, and 6th Avenue & Chestnut.



- 23) Parking in the area at the south end of Poplar at the foot of Craig's Hill, along the fence adjacent to the Event Center maintenance parking area, reserved for Emergency Vehicles only.
- 24) Use of cones to designate parking.
- 25) A temporary suspension of the RPZ restrictions, due to large numbers of entries, in the appropriate areas within a four-block radius of the Fairgrounds, beginning Thursday, August 31, 2023, through Monday, September 4, 2023.
- 26) "No Parking" signs by Rodeo gates on south side of 8th Avenue, between Alder and Maple.
- 27) Designate pedestrian cross walks at the following locations on University Way and Vantage Highway: (1) bowling alley; (2) KXLE to Contestant Hill.

Note: All Fair and Rodeo gates will be padlocked with same key; extra keys will be located in the First Aid Station and the Police Station located adjacent to the Bloom Pavilion (in the old Fair Office).

Everyone involved with the 2023 Kittitas County Fair and Ellensburg Rodeo greatly appreciates the cooperation of the City Departments involved in making the Fair and Rodeo a safe place for the patrons of our annual Labor Day event.

Sincerely,

Kady Porterfield
Kittitas Valley Event Center, Director

Cc: Heidi Behrends Cerniwey, *City Manager*
Ken Wade, *Chief of Police, City of Ellensburg*
Brian Twardowski, *President, Ellensburg Rodeo Association*
John Sinclair, *Fire Chief, Kittitas Valley Fire and Rescue*
Ryan Lyyski, *Public Works Director, City of Ellensburg*
Jarred Fudacz, *President, Kittitas County Fair Board*

Ellensburg Rodeo
609 N Main Street
Ellensburg, WA 98926



(800) 637-2444
info@ellensburgrodeo.com
www.ellensburgrodeo.com

March 8, 2023

Ellensburg City Council
501 N. Anderson Street
Ellensburg, WA 98926

Dear City Council Members,

We appreciate the continued support and cooperation of the city during our busy and exciting Labor Day Weekend, and request your annual permission for the use of the following facilities:

Catherine Park – August 28th through September 5th (overflow parking).

Reed Park – September 4th

Downtown parade route – route, staging areas, and return route on September 2nd (parade route map enclosed). In order to safely and successfully manage the parade we would like to ask for the following street closures the early morning of September 2nd through the end of the parade as deemed necessary by the Ellensburg Police Department:

Helena & Alder s/b
18th & Alder s/b
Dean Nicholson Blvd & Walnut (close e/b access)
Dean Nicholson and Alder
Willow Street and Brooklane
University Way and Brick Road
Willow & Brick Road (Local access only sign)
University and Walnut
University and Sprague
University & D Street
University & C Street
University & Ruby
University & Pine
University & B Street
University Way and Pearl Street
University Way and Main Street
University Way and Maple Street

Main Street at 7th, 6th, 5th, 4th, 3rd, & 2nd
Pearl at 7th, 6th, 5th, 4th, 3rd, & 2nd
Pine Street & 2nd, 3rd, 4th and 5th
Ruby & 5th w/b
Sprague & 5th
7th & Chestnut

We would also like to request some no parking zones from late Friday, September 1st through the end of the parade on Saturday, September 2nd during parade set up and the duration of the parade:

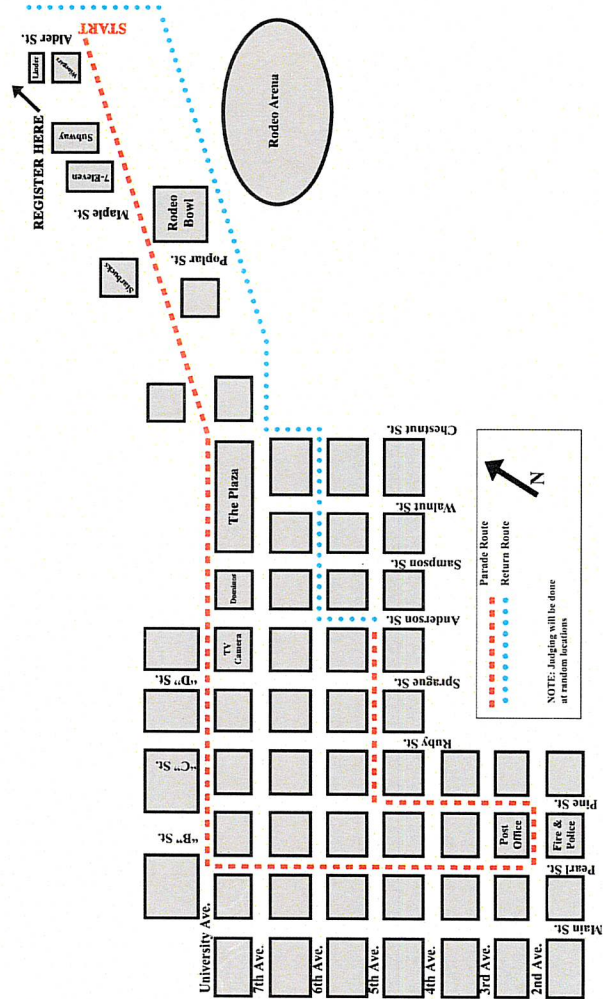
Alder Street from University Way North to Helena Street
Pearl Street from University Way to 2nd Street
Pine Street from 2nd to 5th Street
5th Street from Pearl to Anderson Street

We have been in touch with Brad Case and met with city officials regarding street closures and no parking zones requested for the parade. Thank you for your consideration.

Sincerely,



Brian Twardoski
President





Meeting Date: July 17, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Award Bid Call No. 2023-07 15kV 1/0 Medium Voltage Underground Distribution Cable to General Pacific Inc.
Submitted by: Dan Davis, Engineering Tech
Department: Public Works & Utilities

Suggested Motion/Action:

Move to award Bid Call 2023-07 15kV 1/0 Medium Voltage Underground Distribution Cable to General Pacific Inc., the lowest responsive and responsible bidder, for the bid price of \$139,023.00, including sales tax.

Background/Summary:

The Public Works and Utilities Department – Light Division routinely budgets and publishes a bid for Medium Voltage Underground Distribution Cable. The cable is used for capital construction projects and to replenish inventory.

The bid included Schedule “A” for 30,000 linear feet of 15kV 1/0 Medium Voltage Underground Distribution Cable. The bid was advertised and placed on the City website and staff received a total of two (2) bids, which were from General Pacific Inc. and Anixter Inc.

Staff recommends City Council award the bid to General Pacific Inc., the lowest responsive and responsible bidder, for the 15kV 1/0 Medium Voltage Underground Distribution Cable.

Previous Council Action:

Award of previous bids for Medium Voltage Underground Cable:

Bid 2022-23 awarded 2/21/23;
Bid 2022-13 awarded 8/15/22;
Bid 2021-12 awarded 11/15/2021;
Bid 2020-29 awarded 9/21/2020; and
Bid 2019-20 awarded 6/17/2019

Analysis:

A summary of the bids is shown below. General Pacific Inc. was the lowest evaluated bid for the 30,000 linear feet of 15kV 1/0 Medium Voltage Underground Distribution Cable.

Representative (Manufacturer) & Extended Cost (incl. tax):

- | | |
|------------------------------|--------------|
| • General Pacific Inc. (CME) | \$139,023.00 |
| • Anixter Inc. (Okonite) | \$164,226.00 |

The bid submitted by General Pacific Inc. is below the Engineer's Estimate of \$161,624.40, by approximately 16%.

Financial Impact:

Funds are available within the 2023 Light Division budget for purchase of the 15kV 1/0 Medium Voltage Underground Distribution Cable. Underground distribution cable costs are also offset by fees paid by the customer when new cable is installed.

Budget Adjustment: No

Attachments:

None



Meeting Date: July 17, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Bid Award – Bid Call No. 2023-10, 2023 Residential Sidewalk Repair Program
Submitted by: Josh Mattson, Assistant City Engineer
Department: Public Works & Utilities

Suggested Motion/Action:

Move to award Bid Call #2023-10 to Western Excavating Inc., the lowest responsive and responsible bidder, in the amount of \$292,942.73.

Background/Summary:

Bids were opened on Thursday, June 29, 2023 for the 2023 Residential Sidewalk Repair Program. Western Excavating Inc. was the low bidder in the amount of \$292,942.73. Council is being requested to award the bid to Western Excavating Inc., the lowest responsive and responsible bidder.

This project has six separate schedules, "A through F".

Bid schedule "A" is for general repair of concrete curbs and sidewalks in the City, with focus on upgrading existing curb ramps to Americans with Disabilities Act (ADA) compliance.

Bid schedule "B" consists of improvements to the City Mechanic's Shop concrete parking pad area that will allow the City mechanics to safely utilize hydraulic jacks while servicing City vehicles.

Bid schedule "C" consists of installing an additional car charging station pad for public use on the south side of 6th Ave., north of City Hall, between Sprague Street and Anderson Street.

Bid Schedule "D" consists of upgrading existing transit stops to ADA compliance with improved wheelchair and ambulatory passenger deployment.

Separate bid schedules "E" & "F" established unit prices for all City departments to utilize throughout 2023 for curb and sidewalk repairs required by their respective operations.

Previous Council Action:

No previous Council action.

Analysis:

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

Western Excavating, Inc.	\$292,942.73
Belsaas & Smith Construction, Inc.	\$301,834.19
Lowell's Cornerstone Construction LLC	\$306,544.09
<i>Engineer's Estimate</i>	<i>\$316,551.05</i>

The bid submitted by Western Excavating Inc. is below the engineer's estimate.

Financial Impact:

The following is a financial breakdown by bid schedule:

Schedule A: Bid Amount of \$142,726.25	\$160,000.00 included in the 2023 Sidewalk Budget
Schedule B: Bid Amount of \$58,005.92	\$40,000 included in the Shop Budget. Additional funds will be reappropriated from preapproved items that are under budget
Schedule C: Bid Amount of \$22,725.00	\$22,725.00 supplemental for the 2023 Street Budget from ending fund balance
Schedule D: Bid Amount of \$11,740.00	Funding is included in the 2023 Transit Budget
Schedule E: Bid Amount of \$27,709.00	Adequate budget capacity within the existing 2023 Street Budget
Schedule F: Bid Amount of \$27,709.00	Adequate budget capacity within the existing 2023 Utility Budgets

Budget Adjustment: Yes

Attachments:

None



Meeting Date: July 17, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Reject All Bids for Bid Call No. 2023-08 Distribution Transformers
Submitted by: Dan Davis, Engineering Tech
Department: Public Works & Utilities

Suggested Motion/Action:

Move to reject all bids for Bid Call 2023-08 Distribution Transformers as non-responsive and direct staff to request quotes directly from suppliers for the purchase of the distribution transformers.

Background/Summary:

The Public Works and Utilities Department – Light Division routinely budgets and publishes a bid for electrical distribution transformers. These distribution transformers are used for capital construction projects and to replenish inventory. Bid Call 2023-08 Distribution Transformers consisted of three schedules for varying sizes and types of distribution transformers. Staff received three bid proposals from: General Pacific, Inc., American Wire Group, LLC and WEG Transformers USA.

Upon review, the bid from General Pacific, Inc. did not include a signature on the Bid Proposal Form; the bid did not include the required warranty documentation; and the required Certified Information Summary Forms were not submitted with the bid. The bid from American Wire Group, LLC was submitted with incomplete Certified Information Summary Forms; the submitted warranty did not comply with the Bid Document Section 5.10; and the bidder does not have a WA UBI number and stated they cannot collect WA State Sales tax. The bid from WEG Transformers USA included an incomplete and unsigned Bid Proposal Form and included an incomplete submittal of the required Certified Information Summary Forms. Due to these issues, staff deems that all three bids are non-responsive. City Council is being requested to reject these bids as non-responsive and direct staff to request quotes directly from suppliers for the purchase of the distribution transformers.

Previous Council Action:

Award of previous bids and direct quote purchase for Distribution Transformers:

Bid 2022-24 awarded 2/21/2023
Bid 2022-18 awarded 10/17/22;
Bid 2022-03 direct purchase by quote 4/4/2022;
Bid 2020-09 awarded 7/20/20.

Previous rejected bids for Distribution Transformers:

Bid 2022-03 rejected all bid (non-responsive) 3/7/22.

Analysis:

Bid Call 2023-08 for Distribution Transformers was published on June 1 and 8, 2023 with bids being opened on June 22, 2023. Staff received three bid proposals and deemed that all three bids were non-responsive.

Financial Impact:

None

Budget Adjustment: No

Attachments:

None



Meeting Date: July 17, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Amendment to Memorandum of Understanding Between Care Center and City of Ellensburg for Cabulance Service

Submitted by: Betsy Dunbar, Transit Manager

Department: City Attorney

Suggested Motion/Action:

Move to authorize the City Manager to sign Amendment No. 1 between Care Center and the City of Ellensburg for Cabulance services to June 30, 2025.

Background/Summary:

Amendment No. 1 to the Agreement between Care Center and City of Ellensburg for Cabulance Service will be for the next biennium of July 1, 2023, through June 30, 2025.

Previous Council Action:

City Council approved the previous agreement between Care Center and the City of Ellensburg for Cabulance service.

Analysis:

Approval of Amendment No. 1 to the Agreement between Care Center and the City of Ellensburg will allow the medical staff at Care Center 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 July 7, 2023, the Public Transit Advisory Committee recommended Council approve the 2023 - 2025 Amended Agreement between Care Center and the City of Ellensburg.

Financial Impact:

Funding for Cabulance service is included in the City's adopted 2023 - 2024 Transit Budget.

Budget Adjustment: No

Attachments:

1. Amendment No 1 to Care Center

**Amendment No. 1 to Memorandum of Understanding
Between
Care Center, Ellensburg
A Health Care Provider in the City of Ellensburg
AND
City of Ellensburg
For Cabulance Service**

This Amendment No. 1, made and entered into this ____ day of _____ 2023, by and between Care Center, Ellensburg hereinafter referred to as “The Facility,” and the City of Ellensburg, a Washington municipal corporation, hereinafter referred to as “City,” for The Facility 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 an 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 City and The Facility are parties to an Agreement dated June 17, 2021; and

WHEREAS, funding for the Cabulance service has been included in the City’s 2023 – 2024 biennial budget and included in the Financial Plan of the City’s Transit Development Plan and;

WHEREAS, Section 17 of the Agreement provides that any amendment must be amended by written agreement executed by both parties.

NOW, THEREFORE, the parties agree as follows:

1. The term, as set forth in Section 3 of the Agreement, is hereby extended to the period from July 1, 2023 to June 30, 2025.
2. All actions taken prior to the Effective Date of the Amendment No. 1 but in conformance with the terms of this Agreement are hereby ratified.

3. Except as specifically amended herein, all other provisions of the Agreement, as previously amended, remain in full force and effect.

Care Center, Ellensburg

City of Ellensburg

Edmond Morache

Heidi Behrends Cerniwey

Administrator

City Manager

Title

Date

Title

Date

Approved As To Form

Attest:

City Clerk

City Attorney

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.

Kelli Brubaker
AUDITING OFFICER

7/10/23
DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **17th DAY OF JULY 2023**. 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	162514	TO	162639	\$ 1,402,882.44
EFT #'s	6331	TO	6345	\$ 347,947.43
Treasure Cash				Total Amounts
EFT #'S	78		100	\$ 721,641.23
Payroll Fund				Total Amounts
Check #'s	96044	TO	96064	\$ 23,646.99
Direct Deposits	74005	TO	74241	\$ 542,938.56

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



Meeting Date: July 17, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Board and Commission Appointments (Public Comment Opportunity)
Submitted by: Cynthia LaChappelle-Mathis, Executive Assistant
Department: City Manager

Suggested Motion/Action:
Motion to approve the appointment of Erin Oostra to the Arts Commission.

Background/Summary:
There is one vacancy on the Arts Commission and two applications for appointment. The applications for appointment were forwarded to the staff member assigned to the Arts Commission to process for consideration of the appointment.

Previous Council Action:
None

Analysis:
As directed by Council, the applicants requesting appointment have completed the preliminary process of attending a meeting and have been interviewed by a subcommittee of the Commission. The application for appointment is attached to the agenda report. The Arts Commission is recommending that Erin Oostra fill the vacancy.

Financial Impact:
None

Budget Adjustment: No

- Attachments:**
- 1. Appointment Recommendation Erin Oostra
 - 2. Erin Oostra Application
 - 3. B and C Agenda Report Chart 7-17-2023



Date: July 17, 2023
To: City Council
From: Arts Commission
Subject: Recommendation of Appointment

The Ellensburg Arts Commission subcommittee consisting of Commission Chair, Alex Eyre, Council Liaison, David Miller, and Kelle Vandenberg, Arts & Economic Development Manager, conducted interviews with two applicants Weiss Beauchamp and Erin Oostra for the Art Commission vacancy that expires on May 31, 2025.

Based on interview and her involvement in the art community and professional experience, Commissioner Eyre and Councilmember Miller recommend appointing Erin Oostra to the Arts Commission.

From:
To:
Subject: [Ext] Online Form Submittal: Application for Appointment
Date: Friday, June 9, 2023 10:09:55 AM

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

Application for Appointment

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

Boards & Commissions Arts Commission

Have you attended a meeting for the board or commission you are applying to? Yes

Name of Applicant: Erin Oostra

Address

Mailing Address (If Different) Field not completed.

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residency in Kittitas County 3 years

Do you live within the city limits? Yes

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

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

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

Field not completed.

Occupation Status and Background:

I am currently engaged in the rewarding role of a full-time Artist and Gallery Owner, where I devote myself wholeheartedly to my craft. In a recent endeavor, I collaborated with the team at Fortuity Cellars to successfully establish Nuwave Gallery and Fortuity Tasting Room on 3rd Avenue. As a dedicated local business owner, I am deeply passionate about witnessing the growth and prosperity of our community. Through firsthand experience, I have observed the transformative power of the arts in revitalizing various spaces, and I am committed to fostering such positive change.

With a solid background in graphic design and marketing, I have honed my skills through long-term positions with reputable companies such as Nordstrom, PicMonkey, and Shutterstock. These invaluable experiences have allowed me to witness the seamless integration of technology and design, resulting in the remarkable realization of creative concepts. Leveraging this expertise, I am poised to bring forth innovative ideas and solutions to our collaborative endeavors.

In addition to my extensive experience and unwavering passion for the arts, I possess a wealth of ideas on how to enhance existing systems, foster inclusivity for artists from all walks of life, and create an environment in Ellensburg that is both attractive and conducive to personal growth. I am deeply committed to making Ellensburg a destination that not only captures the imagination of artists but also draws individuals from far and wide who seek a thriving community where they can flourish. With this vision in mind, I am eager to contribute my insights and actively engage with the local community to turn these ideas into reality.

Organization Affiliations:

While I am currently not actively engaged with any other organizations, I have dedicated my time as a volunteer for Big Brother Big Sister, serving as a big sister to make a positive impact in the lives of young individuals. Furthermore, I took the initiative to establish a non-profit organization in Seattle, which successfully operated for three years. Our mission was to provide art supplies and deliver creative teaching sessions to men in drug recovery programs, as well as children residing in low-income housing. Recognizing the value of supporting our community, I make regular donations to Skookum Kids, 4H, and CASA in Kittitas. I firmly believe that even when I am unable to contribute time directly, my commitment to contributing resources

remains unwavering, as it enables us to collectively enhance the well-being of our community.

Why are you seeking appointment?

I am genuinely seeking this position because I strongly believe that my unique skillset and perspective can make a significant impact on the city of Ellensburg. With my age, diverse interests, and unwavering dedication, I am confident in my ability to support the arts commission and facilitate the unification of our community through the arts. By harnessing these distinctive qualities and my deep passion for the arts, I am eager to contribute meaningfully to the commission's endeavors and help foster a stronger sense of togetherness within our community.

Will you be able to attend meetings regularly if appointed?

Yes

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

Boards & Commissions Planning Commission

Boards & Commissions Landmarks and Design Commission

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

Boards and Commissions	Affordable Housing Commission	Arts Commission	Civil Service Commission	Diversity, Equity & Inclusion Commission	Ellensburg Business Development Authority Board	Environmental Commission	Landmarks and Design Commission	Library Board	Lodging Tax Advisory Committee	Parks and Recreation Commission	Planning Commission	Public Transit Advisory Committee	Senior Citizens Advisory Commission	Utility Advisory Committee
MEMBERS	7	7	3	9	9	7	7	7	7	7	7	7	7	7
Residency Requirements	Y	N	Y	Y	N	Y	Y	Y	N	Y	Y	N	N	Y
Current Members within City Limits	6	4	2	8	5	6	7	6	2	4	7	7	3	5
Current Members Outside City Limits	1	2	0	0	4	0	0	1	3	1	0	0	2	1
Current Members Outside but in UGA	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VACANCIES	0	1	1	1	0	1 (EHS)	0	0	2	0	0	0	2	1 (Tele)
APPLICANTS														
Erin Oostra		1st												



Meeting Date: July 17, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2023-18 to Approve Sale of Whitfield Triangle
(Public Comment Opportunity)
Submitted by: Terry Weiner, CITY ATTORNEY/ASSISTANT CITY
MANAGER
Department: City Attorney

Suggested Motion/Action:

Move to adopt Resolution 2023-18, approving the sale of the Whitfield Triangle and authorizing the City Manager to execute any documents required to complete the sale in substantially similar form to Exhibit 1.

Background/Summary:

In 1933, the City accepted a land donation from Kittitas County which included what is now Reed Park and the Whitfield Triangle property. While Reed Park was developed into a community park, Whitfield Triangle has remained a small landscaped turf area with no other park improvements. In 1963, the City passed Resolution 1963-17 declaring the property surplus and identifying conditions of the sale and residential development. The reasons cited by Kittitas County to allow for the surplus of the property have not changed and the property was declared surplus by City Council at its August 15, 2022 meeting.

Previous Council Action:

Council adopted Resolution 2022-28, declaring the Whitfield Triangle property as surplus to the City's needs, on August 18, 2022.

Analysis:

Following the surplus of the property, an appraisal was obtained and it was then marketed through the City's contract real estate broker, Susan Farrell of RE/MAX Community One Realty. Several parties expressed interest in purchasing the lot, and eventually the City negotiated a \$125,000 purchase price with Gregory Kastner and Nafisa Kholmatova. They have made an earnest money deposit into escrow in the amount of \$6,750.

Financial Impact:

Council directed staff at the August 15, 2022 surplus hearing that proceeds from sale of the property should be directed to the Parks & Recreation Department for future development needs at Reed Park.

Budget Adjustment: Yes

Attachments:

1. Resolution 2023-18 Approving Sale of Whitfield Triangle

RESOLUTION NO. 2023-18

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 the property commonly known as the "Whitfield Triangle" ("Property") by the City of Ellensburg ("City") to Gregory Thomas Kastner and Nafisa Kholmatova, a married couple ("Buyers").

WHEREAS, the City owns the Property located on Alder Street west of its intersection with Franklin Street, Ellensburg, Washington, identified as Kittitas County Tax Parcel No. 065633, and legally described as:

Lot 15, Block F, LEE'S SUBDIVISION OF BLOCKS M, I, & F, SECOND RAILROAD ADDITION TO ELLENSBURG, WASHINGTON, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 2 of Plats, page 1, records of said County;

and

WHEREAS, following a duly noticed public hearing, the City Council of Ellensburg ("City Council") approved Resolution 2022-28 on August 15, 2022, which declared the Property as surplus to the City's needs, and the sale of the Property by any means authorized in the Ellensburg City Code and state law; and

WHEREAS, the City commissioned an appraisal of the subject property, and the proposed purchase price for the Property offered by Buyers in the amount of \$125,000.00 is an amount equal to or greater than the fair market value of the lot based on the appraised value; and

WHEREAS, the City Council hereby finds the disposition of the Property through a negotiated Purchase and Sale Agreement, attached hereto as Exhibit 1 and consistent with Chapter 2.06 ECC, will best serve the common public benefit;

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 the negotiated Purchase and Sale Agreement (Exhibit 1) with Buyers pursuant to Chapter 2.06 ECC.

Section 3. The Mayor and/or City Manager are hereby authorized to execute the Purchase and Sale Agreement for purchase of the surplus property described above

to Buyers. 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.

ADOPTED by the City Council of the City of Ellensburg this 3rd day of July, 2023.

MAYOR

ATTEST:

CITY CLERK

Exhibit 1

Form 22Y
Modification of Closing Date
Rev. 2/17
Page 1 of 1

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MODIFICATION OF CLOSING DATE ADDENDUM

The following is part of the Purchase and Sale Agreement dated June 01, 2023 1
between Gregory Thomas Kastner Nafisa Kholmatova ("Buyer") 2
Buyer Buyer
and City of Ellensburg ("Seller") 3
Seller Seller
concerning 0 N Alder Street Ellensburg WA 98926 (the "Property"). 4
Address City State Zip

1. **MODIFICATION OF CLOSING DATE.** The parties hereby agree to modify the Closing Date set forth in the 5
Agreement to: 07/19/2023 6

2. **OTHER DATES.** In addition, the parties hereby agree to modify other dates set forth in the Agreement as follows: 7

3. **OTHER.** 17

All other terms and conditions of the Agreement remain unchanged. 40

GTK

07/07/2023

Buyer's Initials

Date

NK

07/07/2023

Buyer's Initials

Date

HBC

07/07/2023

Seller's Initials

Date

Seller's Initials

Date

Form 25
Vacant Land PSA
Rev. 10/22
Page 1 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT

Specific Terms

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- Date:** June 01, 2023 **MLS No.:** 2039910 **Offer Expiration Date:** 6/5/2023
- Buyer:** Gregory Thomas Kastner **Nafisa Kholmatova** **A married couple**
Buyer Buyer Status
- Seller:** City of Ellensburg
Seller
- Property:** Legal Description attached as Exhibit A. Tax Parcel No(s): 065633
0 N Alder Street Ellensburg Kittitas WA 98926
Address City County State Zip
- Purchase Price:** \$ 135,000.00 **One Hundred Thirty-Five Thousand** Dollars
- Earnest Money:** \$ 6,750.00 ☐ Check; ☐ Note; ☒ Wire; ☐ Other
Delivery Date 5 days after mutual acceptance; to be held by ☐ Buyer Brokerage Firm; ☒ Closing Agent
- Default:** (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
- Title Insurance Company:** AmeriTitle
- Closing Agent:** AmeriTitle **Schiree Minor**
Company Individual (optional)
- Closing Date:** 7/14/2023 **Possession Date:** ☒ on Closing; ☐ Other
- Services of Closing Agent for Payment of Utilities:** ☒ Requested (attach NWMLS Form 22K); ☐ Waived
- Charges/Assessments Levied Before but Due After Closing:** ☐ assumed by Buyer; ☒ prepaid in full by Seller at Closing
- Seller Citizenship (FIRPTA):** Seller ☐ is; ☒ is not a foreign person for purposes of U.S. income taxation
- Subdivision:** The Property: ☐ must be subdivided before; ☒ is not required to be subdivided
- Feasibility Contingency Expiration Date:** ☒ 30 days after mutual acceptance; ☐ Other
- Agency Disclosure:** Buyer represented by: ☒ Buyer Broker; ☐ Buyer/Listing Broker (dual agent); ☐ unrepresented
Seller represented by: ☒ Listing Broker; ☐ Listing/Buyer Broker (dual agent); ☐ unrepresented
- Buyer Brokerage Firm Compensation:** % 3 ☐ or % Amount Offered in Listing; ☒ Pay as Offered or ☐ Other – See Addendum
- Addenda:** 22A(Financing) 22D(Optional Clauses) 22K(Utilities) 22XX(Water Rights)
22YY(Farm Disclosure) 22T(Title Contingency) 35F(Feasibility)

Gregory Thomas Kastner 06/01/2023
Buyer Signature Date
Nafisa Kholmatova 06/02/2023
Buyer Signature Date
361 Ginny Ln
Buyer Address
Ellensburg WA 98926
City, State, Zip
253.217.7479
Buyer Phone No. Fax No.
kastnrg@yahoo.com
Buyer E-mail Address
CENTURY 21 Center Point 3947
Buyer Brokerage Firm MLS Office No.
Pooya Roohani 122613
Buyer Broker (Print) MLS LAG No.
509.933.4000 (206) 458-9419
Firm Phone No. Broker Phone No. Firm Fax No.
admin@c21eburg.com
Firm Document E-mail Address
pooya@c21eburg.com
Buyer Broker E-mail Address
83591
Buyer Broker DOL License No. Firm DOL License No.

Authentisign
Heidi Behrends Cerniwey
~~Heidi Behrends Cerniwey~~ 06/05/23
Seller Signature Date
Seller Signature Date
Seller Address
City, State, Zip
Seller Phone No. Fax No.
Seller E-mail Address
RE/MAX Community One Realty 9856
Listing Brokerage Firm MLS Office No.
Susan Ferrell 30172
Listing Broker (Print) MLS LAG No.
(509) 933-7300 (509) 312-0817 (509) 933-7320
Firm Phone No. Broker Phone No. Firm Fax No.
remax@elltel.net
Firm Document E-mail Address
Susan@SusanFerrell.com
Listing Broker E-mail Address
23630 21287
Listing Broker DOL License No. Firm DOL License No.

Form 25
Vacant Land PSA
Rev. 10/22
Page 2 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT

General Terms

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 6 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

- c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.
- d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive

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NK 06/02/2023

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Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

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such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

e. Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

f. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

g. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.

h. Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale.

i. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.

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Buyer's Initials Date

NK 06/02/2023

Buyer's Initials Date

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- j. Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- k. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- l. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- m. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- n. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
- ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- o. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- p. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

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Buyer's Initials

Date

NK 06/02/2023

Buyer's Initials

Date

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- q. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term J. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- s. **Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- t. **Brokerage Firm Compensation.** Seller and Buyer shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified in the listing agreement. The Buyer Brokerage Firm's compensation offered in the listing shall be paid by Seller as set forth in this Agreement or any Addendum hereto. If there is any inconsistency between the Buyer Brokerage Firm's compensation offered in the listing and the description of the offered compensation stated in Specific Term No. 17, the terms of the listing shall supersede and control. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- u. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 15, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. The Feasibility Contingency Addendum (NWMLS Form 35F), if included in the Agreement, supersedes the Feasibility Contingency in Specific Term No. 15 and this General Term u.

Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so.

- v. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the

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Buyer's Initials

Date

Buyer's Initials

Date

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Date

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date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.

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Buyer's Initials Date

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Buyer's Initials Date

Seller's Initials Date

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Form 22A
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FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

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The following is part of the Purchase and Sale Agreement dated June 01, 2023 1
between Gregory Thomas Kastner Nafisa Kholmatova ("Buyer") 2
Buyer Buyer
and City of Ellensburg ("Seller") 3
Seller
concerning 0 N Alder Street Ellensburg WA 98926 (the "Property"). 4
Address City State Zip

1. LOAN APPLICATION. 5

- a. **Loan Application.** This Agreement is contingent on Buyer obtaining the following type of loan or loans to 6
purchase the Property (the "Loan(s)"): ☒ Conventional First; ☐ Conventional Second; ☐ Bridge; ☐ VA; ☐ FHA; 7
☐ USDA; ☐ Home Equity Line of Credit; ☐ Other _____ 8
(the "Financing Contingency"). Buyer shall pay ☐ \$ _____; or ☒ 30 % of the Purchase 9
Price down, in addition to the Loans. Buyer shall make application for the Loans to pay the balance of the 10
Purchase Price and pay the application fee, if required, for the subject Property within 5 days (5 days if 11
not filled in) after mutual acceptance of this Agreement. For the purposes of this Addendum, "application" means 12
the submission of Buyer's financial information for the purposes of obtaining an extension of credit including 13
Buyer's name, income, social security number (if required), the Property address, purchase price, and the loan 14
amount. If not waived, the Financing Contingency shall survive the Closing Date. 15
- b. **Waiver of Financing Contingency.** If Buyer (i) fails to make application for financing for the Property within 16
the agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes 17
the lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then 18
the Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this 19
Paragraph 1(b) also constitutes waiver of Paragraph 5 (Appraisal Less Than Sales Price). For purposes of this 20
Addendum, "lender" means either the party to whom the application was submitted or the party funding the 21
loan. Buyer authorizes Listing Broker and Seller to inquire about the status of Buyer's loan approval with lender 22
any time prior to Closing. Buyer will execute an authorization form, if required by lender, to accomplish the 23
same. 24

2. FINANCING CONTINGENCY. Select "a" or "b" ("a" if neither is selected). 25

- a. ☒ **Seller's Notice to Perform.** 26
- i. **Notice to Perform.** At any time 21 days (21 days if not filled in) after mutual acceptance, Seller 27
may give "Notice to Perform" requesting that Buyer waive the Financing Contingency and that Seller may 28
give notice to terminate the Agreement at any time 3 days after delivery of that notice if Buyer does not 29
earlier waive the Financing Contingency. NWMLS Form 22AR shall be used for this notice. 30
- ii. **Notice of Termination.** If Buyer has not previously waived the Financing Contingency, Seller may give 31
"Notice of Termination" of this Agreement any time 3 days after delivery of Notice to Perform. If Seller gives 32
Notice of Termination before Buyer has waived the Financing Contingency, this Agreement is terminated 33
and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice. 34
- iii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(a) 35
☐ will; or ☒ will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 36
- b. ☐ **Automatic Waiver of Financing Contingency.** 37
- i. **Waiver.** The Financing Contingency shall conclusively be deemed waived unless within _____ days (21 38
days if not filled in) after mutual acceptance, Buyer gives notice of termination of this Agreement. If Buyer 39
gives timely notice of termination, the Earnest Money shall be refunded to Buyer after Buyer delivers written 40
confirmation from Buyer's lender as required by Paragraph 4. 41
- ii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(b) 42
☐ will; or ☐ will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 43

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3. **LOAN COST PROVISIONS.** Seller shall pay up to ☐ \$ _____, or ☐ _____% of the Purchase Price (\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan discount, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and settlement costs for FHA/USDA/VA loans; and (b) unless agreed otherwise below, Buyer's share of the escrow fee for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 3 is insufficient to pay for those costs. If checked, ☐ Buyer shall pay Buyer's share of the escrow fee for the VA loan (note that VA regulations prohibit Buyer from paying loan and settlement costs exceeding one percent of the amount of the loan).
4. **EARNEST MONEY.** If Buyer has not waived the Financing Contingency, and is unable to obtain financing by Closing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall be refunded to Buyer after lender confirms in writing (a) the date Buyer's loan application for the Property was made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient funds to close (e.g. down payment, closing costs, etc.); and (c) the reasons Buyer was unable to obtain financing by Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such confirmation.
5. **APPRAISAL LESS THAN SALE PRICE.**
 - a. **Notice of Low Appraisal.** If lender's appraised value of the Property is less than the Purchase Price, Buyer may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall include a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 5.
 - b. **Seller's Response.** Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of:
 - i. A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect not to accept a reappraisal or reconsideration of value;
 - ii. Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or USDA financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the Seller reduces the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.);
 - iii. Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price exceeds the appraised value) to close the sale; or
 - iv. Seller's rejection of Buyer's notice of low appraisal.If Seller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal (except for FHA, VA, or USDA financing), and lender accepts Seller's response, then Buyer shall be bound by Seller's response.
 - c. **Buyer's Reply.**
 - i. Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.
 - ii. If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall have 3 days to (a) accept and represent that Buyer has sufficient funds to close the sale in accordance with this provision; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.
 - iii. If Seller consents to reduce the Purchase Price to an amount not more than the appraised value for FHA, VA, or USDA financing, Buyer shall have 3 days to (a) give notice that Buyer will buy at the reduced price; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest Money to Buyer. The Closing Date shall be extended as necessary to accommodate the foregoing times for notices.

<u>GTK</u> 06/01/2023	<u>NK</u> 06/02/2023	<u>HB</u> 06/05/23			
Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

Form 22A
Financing Addendum
Rev. 3/21
Page 3 of 3

FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

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6. **INSPECTION.** Seller shall permit inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 94 95 96
7. **FHA/VA/USDA - Appraisal Certificate.** If this Agreement is contingent on Buyer obtaining FHA, VA, or USDA financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or USDA requirements a written statement by FHA, VA, USDA or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding closing costs). Seller and Buyer shall execute a document setting forth the prior provision, or similar provision, known as the FHA, VA, or USDA amendatory clause, as required by lender. Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Buyer may give the notice of low appraisal in Paragraph 5. 97 98 99 100 101 102 103 104
- Purpose of Appraisal.** The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA, or USDA will insure. FHA, VA, or USDA do not warrant the value or the condition of the Property. Buyer agrees to satisfy himself/herself that the price and condition of the Property are acceptable. 105 106 107
8. **VA Amendatory Clause.** If the Buyer is obtaining VA financing, it is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs. 108 109 110 111 112 113
9. **EXTENSION OF CLOSING.** If, through no fault of Buyer, lender is required by 12 CFR 1026 to give corrected disclosures to Buyer due to (a) a change in the Annual Percentage Rate ("APR") of Buyer's Loan(s) by .125% or more for a fixed rate loan or .250% or more for an adjustable rate loan; (b) a change in the loan product; or (c) the addition of a prepayment penalty, then upon notice from Buyer, the Closing Date shall be extended for up to 4 days to accommodate the requirements of Regulation Z of the Truth in Lending Act. This paragraph shall survive Buyer's waiver of this Financing Contingency. 114 115 116 117 118 119

GTK 06/01/2023

Buyer's Initials Date

NK 06/02/2023

Buyer's Initials Date

HB 06/05/23

Seller's Initials Date

Form 22D
Optional Clauses Addendum
Rev. 3/21
Page 2 of 2

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**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Continued

7. ☐ **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: ☐ propane tank; ☐ security system; ☐ satellite dish and operating equipment; ☐ other _____.
- Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
8. ☐ **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:
- Association rules and regulations, including, but not limited to architectural guidelines;
 - Association bylaws and covenants, conditions, and restrictions (CC&Rs);
 - Association meeting minutes from the prior two (2) years;
 - Association Board of Directors meeting minutes from the prior six (6) months; and
 - Association financial statements from the prior two (2) years and current operating budget.
- If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
9. ☐ **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by ☐ Buyer; ☐ Seller (Seller if not filled in).
10. ☐ **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s): _____
11. ☐ **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
- Home warranty provider: _____
 - Seller shall pay up to \$_____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
 - Options to be included: _____ (none, if not filled in).
 - Other: _____
12. ☐ **Other.** _____

GTK 06/01/2023

Buyer's Initials

Date

NK 06/02/2023

Buyer's Initials

Date

HB 06/05/23

Seller's Initials

Date

Seller's Initials

Date

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The following is part of the Purchase and Sale Agreement dated June 01, 2023

between Gregory Thomas Kastner Nafisa Kholmatova ("Buyer")
Buyer Buyer

and City of Ellensburg ("Seller")
Seller

concerning 0 N Alder Street Ellensburg WA 98926 (the "Property")
Address City State Zip

Surface Water Rights Disclosure

Buyer acknowledges that the right to use surface water in the Yakima River Basin, from the Yakima River, all tributaries to the Yakima River, and all surface water within Kittitas County has been or is being determined in *State of Washington, Department of Ecology v. James J. Acquavella*, Yakima County Superior Court No. 77-2-01484-5 ("*Acquavella*"). Buyer acknowledges that the *Acquavella* water rights adjudication may appear as an exception in the preliminary commitment for title insurance and the title insurance policy issued by the Title Insurance Company. That exception shall not cause title to the Property to be unmarketable, and Buyer waives this defect or encumbrance. Buyer acknowledges that the right to use surface water on the Property will be impacted by the decisions in *Acquavella*. Buyer shall take title to the Property subject to those decisions.

Groundwater Rights Disclosure

Buyer acknowledges that the right to use groundwater for new domestic uses in Kittitas County is subject to regulation by both the Department of Ecology and Kittitas County. New uses of ground water for potable water are prohibited without obtaining either mitigation water or a permit to use ground water. Buyer acknowledges that an adequate water supply determination will be made for the Property before Buyer will be issued a building permit. Buyer shall make an independent inquiry into availability of mitigation water or a ground water rights permit prior to Closing.

Buyer acknowledges that neither Seller, Listing Brokerage Firm, or Buyer Brokerage Firm have made any representations as to the availability or adequacy of surface water or ground water for the Property.

GTK	06/01/2023	NK	06/02/2023
Buyer's Initials	Date	Buyer's Initials	Date

		HB	06/05/23
Seller's Initials	Date	Seller's Initials	Date

Form 22T
Title Contingency Addendum
Rev. 3/21
Page 1 of 1

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TITLE CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated June 01, 2023 1
between Gregory Thomas Kastner Nafisa Kholmatova ("Buyer") 2
Buyer Buyer
and City of Ellensburg ("Seller") 3
Seller Seller
concerning 0 N Alder Street Ellensburg WA 98926 (the "Property"). 4
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with any easements, covenants, conditions and restrictions of record. Buyer shall have 10 6
days (5 days if not filled in) from ☒ the date of Buyer's receipt of the preliminary commitment for title insurance; 7
or ☐ mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8
disapproval of exceptions contained in the preliminary commitment. If Buyer receives the preliminary 9
commitment before mutual acceptance, Buyer's time to review shall begin on mutual acceptance. 10
Seller shall have 5 days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 11
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 12
disapproved exceptions. 13
If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 14
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 15
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 16
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 17
2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 18
then the above time periods and procedures for notice, correction, and termination for those new exceptions 19
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 20
necessary to accommodate the foregoing times for notices. 21
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 22
as provided for in the Agreement. 23

GTK 06/01/2023

Buyer's Initials Date

NK 06/02/2023

Buyer's Initials Date

HB 06/05/23

Seller's Initials Date

CENTURY 21

Form 35F
Feasibility Contingency Addendum
Rev. 3/21
Page 1 of 1

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FEASIBILITY CONTINGENCY ADDENDUM

The following is part of the Purchase and Sale Agreement dated June 01, 2023 1
between Gregory Thomas Kastner Nafisa Kholmatova ("Buyer") 2
Buyer Buyer
and City of Ellensburg ("Seller") 3
Seller Seller
concerning 0 N Alder Street Ellensburg WA 98926 (the "Property"). 4
Address City State Zip

Feasibility Contingency. Buyer shall verify within 30 days (10 days if not filled in) after mutual acceptance 5
(the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended purpose including, 6
but not limited to, whether the Property can be platted, developed and/or built on (now or in the future) and what it will 7
cost to do this. This Feasibility Contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless Buyer gives 8
notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of 9
disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should not 10
rely on any oral statements concerning feasibility made by the Seller, Listing Broker or Buyer Broker. Buyer should 11
inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry 12
shall include, but not be limited to: building or development moratoria applicable to or being considered for the 13
Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be 14
constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other 15
environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the 16
procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and 17
utility and any services connection charges; and all other charges that must be paid. 18

Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to 19
time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may 20
need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the 21
Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall 22
be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. 23

☐ **AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED.** If checked, this 24
Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller 25
on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose. 26

GTK 06/01/2023

Buyer's Initials Date

NK 06/02/2023

Buyer's Initials Date

HB 06/05/23

Seller's Initials Date



Filed for Record at Request of

Name _____
Address _____
City and State _____

THIS SPACE RESERVED FOR RECORDER'S USE.

Filed for Record *11/5* A.M.
Date *11-5-66* P.M.
By *City of Ellensburg*
Marion Darler, Kittitas County Auditor

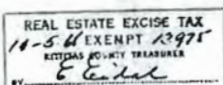
Quit Claim Deed

Form 408-1 Rev.

333190

THE GRANTOR S, JOHN D. THOMAS, JR., and PEGGY P. THOMAS, his wife,
for and in consideration of **Ten and no/100ths (\$10.00) Dollars**
conveys and quit claims to the **CITY OF ELLENSBURG**, a Municipal Corporation,
the following described real estate, situated in the County of **Kittitas** State of **Washington**,
together with all after acquired title of the grantor(s) therein:

**Lot 15, BLOCK "F", LEE'S SUBDIVISION OF BLOCKS
M, I and F, SECOND RAILROAD ADDITION TO
ELLENSBURG, in the County of Kittitas, State of
Washington, as per plat thereof recorded in Book 2
of Plats, page 2, records of said County.**



Dated this *4th*

day of **October**, 196*6*.

John D. Thomas Jr.
Peggy P. Thomas

STATE OF WASHINGTON, }
County of Kittitas }

On this day personally appeared before me **John D. Thomas, Jr. and Peggy P. Thomas, his wife**,
to me known to be the individuals described in and who executed the within and foregoing instrument and
acknowledged that they signed the same as their free and voluntary act and for the purposes
uses and purposes therein mentioned.

GIVEN under my hand and official seal this *4th* day of **October**, 196*6*.

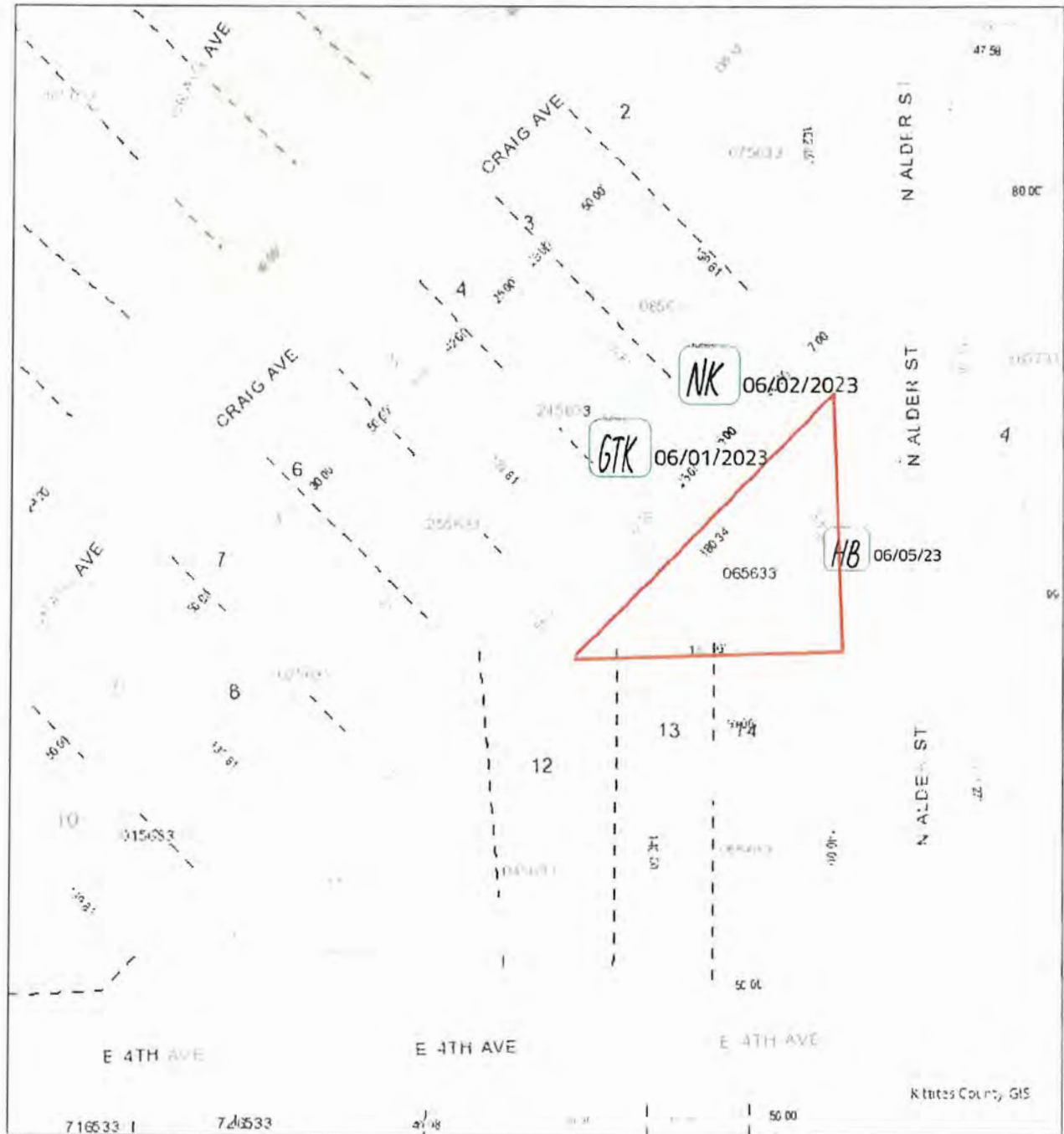
Notary Public in and for the State of Washington
residing at **Ellensburg**.



VOL 123 PAGE 381

OCT. 14 1966

Kittitas County COMPAS Map



Date: 1/31/2023

1 inch equals 94 feet

Disclaimer:
Kittitas County makes every effort to produce and provide the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.

0 0.01 0.02 mi





Meeting Date: July 17, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: OriginPay Order Form and SOW - Origin SmartCity Implementation (Utility Billing Software/CIS) Project
Submitted by: Keith Bassett, Assistant Finance Director
Department: Finance

Suggested Motion/Action:

Motion to approve the City Manager executing the OriginPay Order Form and SOW as presented or in a substantially similar form and sign other necessary agreements to implement OriginPay for utility billing system payment processor

Background/Summary:

The City embarked on a project to replace the City's Utility Billing/Customer Information System (CIS) software in 2021, with a Request for Proposals (RFP) process. Ultimately, the City selected Origin Consulting's Origin SmartCity solution. Implementation began at the end of 2022 and is ongoing. The new system is scheduled to "go-live" at the end of October 2023.

The first Statement of Work (SOW) for the Utility Billing System maintained InvoiceCloud as the City's utility billing system payment processor. In communications with InvoiceCloud earlier this year, they could not commit to completing the work to accommodate the new software within the necessary timeframe.

Origin had originally proposed their OriginPay payment processing solution as part of their RFP, however, at the time of the first SOW a mutual decision was made to retain InvoiceCloud. Evolving circumstances led the City to this decision to pursue OriginPay as part of the SmartCity implementation.

The agreement with OriginPay will allow the City to provide utility customers with outstanding customer service, multiple payment options, and enhanced online and mobile services. The agreement aligns with the duration of the first SOW, through 12/31/2026.

The OriginPay pricing includes a Convenience Fee for certain payment transactions using higher cost payment methods. This is consistent with payment transactions processed by other City departments. Currently, these fees are paid by all ratepayers as part of rates, regardless of which payment method an individual customer uses.

Previous Council Action:

Council approved the Master Services Agreement and first Order Form and SOW with Origin Consulting LLC for the Origin SmartCity Implementation (Utility Billing Software/CIS) Project on September 19, 2022.

Analysis:

The City processes about 130,000 utility payment transactions each year. Implementing OriginPay will consolidate utility billing and payment functionality within one vendor's product line, which is anticipated to reduce complexity and mitigate risk. OriginPay will enable customers to continue using the payment venue they are accustomed to using, including payments in-person at City Hall, online on a computer or mobile device, Interactive Voice Response (IVR), and over the phone with a Customer Service staff member. Multiple online and IVR payment methods will remain available, including payment cards, such as debit card or credit card, and ACH/e-check.

As part of changing payment processors, there will be other necessary agreements to enable use of particular services and technologies. The one item known so far is the "Submitter Merchant Payment Processing Instructions and Guidelines" agreement with Chase Merchant Services, which will be similar to the attached version.

Convenience Fees

Every customer payment incurs costs for the City. This includes staff time at the front counter or over the phone, staff time to prepare deposits and reconciliations, transaction costs for processing payments, such as credit card fees. Each payment method has different costs, depending on the processing requirements and associated fees. Some payment methods require significant staff time, others are subject to a significant processing fee, and some methods require both staff time and are subject to a significant processing fee.

All these costs are currently factored into utility rates through the Cost-of-Service Analysis processes, as a small part of the overall costs of providing utility services. This means every customer pays the costs of accepting payment methods subject to a significant processing fee, such as with payment cards. The benefit of these high-cost payment methods substantially accrues to the customer making the payment, often in the form of cash back or rewards points.

Consistent with how these costs are treated by other departments of the City, the OriginPay agreement will implement a Convenience Fee on certain payment transaction methods, regardless of payment channel (online, in person at City Hall, etc.)

Payment Method	3rd Party Convenience Fee
Payment Card (Visa, Mastercard, Discover) Processing Fee	*2.5% + \$0.75 (Visa, Mastercard, Discover)
ACH/ E-Check Processing Fee (Not Autopay, not Paperless)	\$.50 per transaction up to \$1,000. \$.95 plus .010% of transaction total for anything over \$1,000.
ACH/ E-Check Processing Fee (Autopay & Paperless)	Cost paid by City, and included in rates.

*Payment Card Convenience Fees subject to annual changes based on processing costs incurred by Origin.

ACH/E-Check Processing Fee for customers enrolled in AutoPay and Paperless billing programs will not be subject to a Convenience Fee. This is designed to incentivize customers

to use a payment method that not only has a low processing fee but also does not require extensive Customer Service staff time.

Customers can continue to access multiple Convenience-Fee-free ways to pay: 1) cash in person at City Hall, 2) a check via mail, in person at City Hall, or dropped in the City Hall utility lockboxes, 3) ACH/E-Check online with Autopay and Paperless program participation.

Based on a limited survey of payments received from customers receiving Low-Income Senior & Disabled Citizen Special Utility Rate-based bills from June 1 to July 10, approximately 57% of applicable payments are made through the current payment processor. Due to limitations of data collection of the current utility billing system, we cannot determine how many paid via each method. Low-income and otherwise cost-sensitive customers may choose a payment method which does not incur a convenience fee, or they may choose to pay the convenience fee to use a higher cost payment method.

As part of the rollout of Origin SmartCity later this year, City staff will communicate with customers about the upcoming changes, including the impact of Convenience Fees. During the COVID-19 Pandemic, staff worked with many customers with limited technological abilities to help them get set up to make online payments. Staff anticipate similar involvement to help customers become accustomed to the new customer-facing portal and helping them set up their chosen payment method(s).

Financial Impact:

Origin will implement OriginPay at no additional cost. Other minor financial impacts may be required as part of implementation, such as potential costs to replace card readers at the Finance customer service counter.

Costs of the agreement paid by City, and indirectly paid by ratepayers, are dependent upon the number and amount of payment transactions using each method. Although variable depending on the behavior of customers, a ballpark estimate of annual fees the City would pay is \$50,000. The City costs are anticipated to be a smaller amount relative to the City costs of the current payment processing provider, which were approximately \$290,000 for 2022. This will moderate upward rate pressure, to some degree, during subsequent Cost of Services Analyses (COSA) for utilities.

Utility customers choosing more expensive payment methods, subject to the new Convenience Fee, will incur an additional cost. Any staff time savings due to customers choosing less time-intensive payment methods will be redirected to other customer service tasks.

Budget Adjustment: No

Attachments:

1. OriginPay Order Form SOW Final
2. Origin Consulting LLC - Payment Processing Instructions and Guidelines (PPIG)



Order Form

This order form ("Order Form") is entered into as of July 7, 2023 (the "Order Form Effective Date") by Origin Utility, Inc., a Nevada corporation and The City of Ellensburg, a city in Washington ("Customer"), pursuant to the Master Services Agreement entered into by the parties ("MSA") on September 20, 2022 (the "Agreement Effective Date").

I. Subscription Services

LICENSE TYPE	SERVICE LEVEL	AUTHORIZED ACCOUNTS	ANNUAL SUBSCRIPTION FEE	TERM START DATE	TERM END DATE
OriginPay	Standard	N/A	\$0.00	10/30/2023	12/31/2026
OriginIVR	Standard	N/A	\$0.00	10/30/2023	12/31/2026
		Total:	N/A		

II. Origin Smart City Subscription Description

APPLICATION	QUANTITY	DESCRIPTION
OriginPay	N/A	Origin payment processing solution for City's customer base to pay their utility bills via credit/debit card, ACH, e-check.
OriginIVR	N/A	Origin IVR solution to allow customer to call the City and check account balance and make a payment.

III. Recurring Service Fees

OriginPay and OriginIVR fees are based on monthly transactional volumes for various accepted payment types and transactions and are calculated per the fee table below:

- Customer Fees:

ORIGINPAY & ORIGINIVR TRANSACTIONAL CUSTOMER FEES			
DESCRIPTION OF SERVICE	TRANSACTIONAL FEE	INVOICE TIMING	COMMENTS
SMS Text (Inbound & Outbound)	\$250 flat fee per month	Monthly	Capped at 20,000 inbound/outbound texts a month.
24-hour IVR Service (toll free number)	\$150 flat fee per month	Monthly	
IVR Toll Free (Inbound) per minute	\$.08 per minute	Monthly	
IVR Toll Free (Outbound) per minute	\$.08 per minute	Monthly	
Call Recording	\$ 6 Per GB/Month for anything over 1 GB	Monthly	Anything under 1GB is included
Platform Data	\$ 6 Per GB/Month for anything over 1 GB	Monthly	Anything under 1GB is included
Additional Language Prompt	\$ 500 flat fee	One Time	One time charge for Spanish, other languages could drive additional fees.

ORIGINPAY & ORIGINIVR TRANSACTIONAL CUSTOMER FEES			
DESCRIPTION OF SERVICE	TRANSACTIONAL FEE	INVOICE TIMING	COMMENTS
100,000 emails per month	Free	Monthly	
Above 100,000 emails per month	\$.01 per email	Monthly	Outbound emails from the platform only.
Bill Image Hosting	\$.01 cents per document per year.	Monthly	
Multi Factor Authentication	\$900	Monthly	(Optional) If the City elects to enable this feature
Return Check Fee	\$1.00 per check	Monthly	When ACH transaction occurs and then transaction is decline due to insufficient funds, frozen account, or account does not exist.
Chargeback Fees	\$4.95 per chargeback \$10.00 for collection, pre-arbitration, & compliance	Monthly	When payment is processed and then the customer disputes the charge.

- User Fees:

ORIGINPAY & ORIGINIVR TRANSACTIONAL USER FEES			
DESCRIPTION OF SERVICE	TRANSACTIONAL FEE	INVOICE TIMING	COMMENTS
Debit/Credit Card Processing Fees	*2.5% + .75 (Visa, Mastercard, Discover)	N/A - Passed to User	All payment transactions through the customer portal - OriginCX. 2.5% is indicative of interchange rate plus Origin fees at time of initial Order Form. Interchange rates are subject to change annually and will be adjusted in this fee line item.
E-Check Processing Fee	\$.50 per transaction up to \$1,000. \$.95 plus .010% of transaction total for anything over \$1,000.	N/A - Passed to User	If the User is on Ebill and autopay the Customer pays this fee.
IVR Payment Surcharge	\$.80 per payment	Monthly	In addition to processing fees

III. Professional Services

As set forth in Statement of Work # 02, attached hereto and herein incorporated by reference.

Total Professional Services Fee:

- OriginPay implementation fee: Fee is waived for OriginPay. If the Customer elects not to deploy the solution to production for any reason other than an OriginPay product failure,



Origin will invoice the Customer for professional service fees at a rate of \$1.50 per active City utility billing account.

IV. Invoicing and Payment

OriginPay and OriginIVR transaction fees are invoiced monthly, unless paid by the User, as such fees are incurred. Payment terms shall be governed by those defined in the MSA. For avoidance of doubt, all invoicing for fees and payments due under this Order Form shall begin after Go Live of the services described herein.

Origin shall submit invoices electronically via emailed PDF to:

Jerica Pascoe - pascoej@ellensburgwa.gov

V. Third Party Software

THIRD PARTY SOFTWARE	QUANTITY	ONE TIME COST
N/A	N/A	N/A

THIRD PARTY AGREEMENT APPLICABLE TO CUSTOMER	THIRD PARTY AGREEMENT
Yes	Submitter Payment Instrument Processing Agreement



IN WITNESS WHEREOF, the Parties hereto have caused this Order Form to be executed as of the Order Form Effective Date.

Origin Utility, Inc.:

Customer: City of Ellensburg

By: _____

By: _____

Name: Justin Saye

Name: _____

Title: Chief Executive Officer (CEO)

Title: _____

Date: _____

Date: _____

Statement of Work # 02

This Statement of Work #02 (the "SOW") is entered into as of July 7, 2023 (the "SOW Effective Date") by Origin Utility, Inc., a Nevada corporation and The City Ellensburg, a Washington municipal corporation ("Customer" or "City"), pursuant to the Master Services Agreement entered into by the parties ("MSA") on 9/20/2022 (the "Agreement Effective Date").

If any of the terms of this SOW conflict with the MSA, the terms of this SOW shall control only those items contained within this SOW. Capitalized terms used but not defined in this SOW shall have the meanings set out in the MSA.

Origin Project Manager: Mechelle Davidson

Customer Project Manager: Dan Thomson

I. SOW Term

The term of this SOW will commence on the effective date and, unless terminated by either party pursuant to the MSA, will remain in effect until 12/31/2026.

- This Statement of Work (SOW) covers the work that Origin will do for the Customer.
- Any actions or obligations contained within this SOW that require the mutual agreement of both Origin and the Customer, but cannot be agreed upon, shall follow the dispute resolution process outlined in "Resolution of Disputes" of the MSA.

II. Definitions

The following terms shall have the meaning ascribed below, unless otherwise clearly indicated.

2.1 **"Interchange Fees"** (IC) shall mean the fees charged by credit card associations (such as Visa or Mastercard) for processing transactions. These fees are set by the card associations and vary based on factors like the type of card used, the transaction volume, and the merchant's industry.

2.2 **"IC+"** shall mean interchange fees plus assessment fees. Assessment fees are the fees charged by the credit card associations and settlement banks to cover their

operational costs. These fees are typically a small percentage of the transaction value.

- 2.3 **"Agreement"** shall refer to this Agreement as executed.
- 2.4 **"Approved Payment Types"** shall mean credit and debit means of payment, such as Visa, MasterCard, Discover, E-check, and other payment methods supported by Origin.
- 2.5 **"Average Bill Amount"** shall mean the total amount of Payments processed through OriginPay in a given month divided by the number of Payments for the same month.
- 2.6 **"Effective Date"** shall mean the date of execution of this Agreement by both Parties.
- 2.7 **"Excess Payment Amount"** shall mean the total Payment Amount paid with Non-Qualified Cards that exceeds 5% of the total Payment Amount processed in a calendar month.
- 2.8 **"Fee Assumptions"** shall mean information used to calculate the OriginPay Service Fee, including the projected Average Bill Amount, projected payment method mix (credit vs debit vs e-check) and that the total number of Payments and the total Payment Amount collected each month from the use of Non-Qualified Cards shall be under 5% of the total of each per month.
- 2.9 **"Initial Setup"** shall mean the first personalization and activation of the standard service as specified during the implementation process.
- 2.10 **"Go Live Date"** shall be the date on which the Customer launches the Services to the Users.
- 2.11 **"Non-Qualified Cards"** shall mean (i) cards that are so designated by an OriginPay Authorized Processor or card association, which are generally issued for business use; and (ii) cards that do not qualify for reduced interchange fees under programs that the Customer may be participating in. These high-cost cards may include corporate cards, purchase cards, business cards, and travel and entertainment cards.
- 2.12 **"Payment"** shall mean payment by a User through the Platform for the Customer's services, Customer's bills, or other amounts owed to Customer.

- 2.13 **"Payment Amount"** shall mean the amount paid using OriginPay.
- 2.14 **"Platform"** shall mean the SmartCity SaaS solution which includes the OriginPay payment processing service among other features.
- 2.15 **"OriginPay Authorized Processor"** shall mean an OriginPay authorized merchant account provider and payment processing gateway.
- 2.16 **"Reversed or Chargeback Transactions"** shall mean cancelled transactions due to User error, or a User's challenge to Payment authenticity (E-Check returns or credit/debit card chargebacks).
- 2.17 **"Services"** shall mean the performance of the Payment and related activities by OriginPay as set forth in Section III & IV of this Agreement.
- 2.18 **"User"** shall mean the Users of the Customer's services.
- 2.19 **"Origin's Full Hosted Solution"** shall mean hosted on Origin's SmartCity platform.
- 2.20 **"OriginPay Service Fee"** shall mean a recurring monthly fee for access to the OriginPay admin portal.

III. Professional Services

Origin is pleased to provide to the Customer this SOW to implement OriginPay, Origin's payment processing solution, as embedded with the OCX customer self-service portal to provide a mechanism for the City's customer base to pay their utility bills via credit/debit card, ACH, and E-Check. OriginPay will be the exclusive provider to the Customer of professional services included in this SOW.

3.1 Project Services Scope

The project includes the following services unless otherwise provided as part of another parallel project:

- Activation of OriginPay within OCX
- Conversion of Invoice Cloud User Profile Data
- Customer user acceptance testing (UAT) support
- Delivery of Train-the-Trainer training
- Coordination with Invoice Cloud for transition for Go-Live
- Go-Live / cutover support

- Production support (Hypercare)

3.2 Project Deliverables

OriginPay is to be incorporated into the project scope outlined in SOW # 01, therefore those deliverables will be amended where required for the OriginPay implementation.

3.3 Project Acceptance Criteria

OriginPay is to be incorporated into the project scope outlined in SOW # 01, therefore project acceptance criteria outlined in SOW # 01 will be applicable for the OriginPay implementation.

IV. Payment Processing

To substantially reduce or eliminate any PCI compliance risks and to render all Customer systems out of scope from PCI compliance requirements, Customer agrees to use Origin's fully hosted service where OriginPay uses its own platform to capture Payments and to manage the entire (end to end) user experience from the following channels for utility billing system Payment acceptance: Web, Mobile, IVR, virtual terminal devices operated by Customer's employees (per OriginPay recommended setup), recurring payments, Ebill Presentment ("Origin's Fully Hosted Solution"). Upon mutual agreement by the Parties, point-of-sale (POS) Customer devices will be implemented as part of this SOW. If compatible with payment processor, Customer may use existing hardware or elect to purchase new devices, at Customer's expense. For avoidance of doubt, Origin will provide services, per this SOW, to fully integrate the City's chosen credit card hardware. The Parties agree, with Origin's guidance, the City will establish an automated process for collecting credit card data for payment in a manner that does not require hand entry of a credit card number by a City employee at the counter.

4.1 User Confirmation

OriginPay shall confirm the dollar amount of all Payments, and when paid by the User, the corresponding OriginPay Service Fee to be charged to a card and electronically obtain the User's approval of the charges prior to initiating card authorizations transaction. OriginPay will provide User with electronic confirmation of all transactions.

4.2 Merchant Account

Origin will arrange for Customer to have a merchant account with the Origin Authorized Processor for processing and settlement of the card transactions.

4.3 Card Authorization

For authorization purposes, OriginPay will electronically transmit all card transactions to the appropriate card-processing center, in real time as the transactions occur.

4.4 Settlement

Origin together with its authorized card processor shall forward the payment transactions directly to Customer's depository bank account previously designated by Customer (hereinafter the "Client Bank Account").

When paid by User, the corresponding OriginPay Fee for the appropriate card organizations for settlement will be forwarded to the City's depository bank account directly. Origin will then invoice the City monthly for the corresponding Fee.

Origin will in good faith and best effort work with OriginPay Authorized Processor to transition the City to a split funding model in 2024, which will require the OriginPay Authorized Processor to forward the associated OriginPay fee to Origin's depository bank account and the amount paid to the User's utility account to the City's depository bank account.

Customer will have access to a daily detailed transaction report by customer that itemizes each fee, sum-totaled, and utility payment, grand-totaled. The report will be sum-totaled by customer, by utility, and by fees owed to Origin for ease of reconciliation.

Origin together with OriginPay Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Customer and Origin agree to fully cooperate with each other if Origin were to change its settlement and invoicing processes provided the Services do not negatively impact the User or Customer.

Origin shall proactively maintain compliance for charging convenience fees, service fees, surcharges, or equivalent fees to customers for payment via OriginPay and OriginIVR in accordance with the applicable card issuer program rules, and federal, state and local requirements.

Origin shall maintain all systems contacting customer payment data as PCI compliant,

as determined through regular third-party attestation. All systems and services used by Origin, or their third parties, to store, process, or transmit customer payment data must be maintained as PCI compliant as determined through regular third-party attestation. Attestation Reports will be provided to the City regularly and within a reasonable timeframe from receipt by Origin.

4.5 Reversed or Chargedback Transactions

With respect to all Reversed or Chargeback Transactions Customer authorizes Origin and OriginPay Authorized Processor (and/or the respective card organizations) to debit the Customer Bank Account for the Payment Amount and OriginPay shall refund to the card organization for credit back to the User the corresponding OriginPay Service Fee, if any.

Origin together with OriginPay Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Customer and Origin agree to reasonably cooperate with each other if Origin requires any change to its settlement and invoicing processes for these transactions provided these Services do not negatively impact the User.

V. General Conditions of Service

5.1 Reporting

OriginPay shall provide Customer with reports summarizing use of the Services by Users on a weekly basis.

5.2 Service Adoption Promotion by Customer

Customer will make OriginPay Services available to its residential and commercial Users by different means of communication including a) through messaging on bills, invoices, and other notices; b) by providing IVR and Web payment details on Customer's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through Customer's general IVR/Phone system; and d) other channels deemed appropriate by Customer.

Origin shall provide the Customer with logos, graphics, and other marketing materials for Customer's use in its communications with its users regarding the Services.



Both Parties agree that OriginPay will be presented as a payment option. Customer will communicate the OriginPay option to its end residential and commercial Users wherever Customer usually communicates its other payment methods.

5.3 Customer Responsibilities

In order for Origin to provide the Services outlined in this Agreement, Customer shall cooperate with Origin by:

- (i) Entering into all applicable merchantcard, cash management, ACH origination, or kiosk agreements.
- (ii) Managing a bill payment link connecting to OriginPay at a prominent and mutually agreed location on Customer's website.
- (iii) Including phone number for IVR payments to the Customer's website. Customer will also add the IVR payment option as part of Customer's general phone system.
- (iv) Launching the Services in coordination with Go-Live of Origin C2M and OCX.
- (v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.

VII. Miscellaneous

Location. All Professional Services for SOW #02 are expected to be performed remotely, unless otherwise deemed necessary.

Travel Expenses. None expected.

VIII. Out of Scope

Origin is responsible for performing only the Services detailed and approved in this SOW or in any subsequent Change Order document. All other Services are considered outside the scope of this document. If the Customer wishes to modify the Services, Customer must comply with the change procedures described in the Contract Change Control or Project Change Control Process section(s).

IX. Contract Change Control

If any proposed modifications to this SOW constitute a change to scope, functionality, responsibility, schedule, cost or other material terms of the project, the provisions of this section will apply. Only changes that are mutually agreed by both Parties in writing will be made to this SOW. The Project Change Control Process described below is based on the following assumptions:

Changes that require the addition of hours to the project will be billed at the rates specified within SOW #01.

Vendor or Customer may initiate change requests whenever there is a perceived need for a change that will affect this SOW (e.g., scope, schedules, functionality, or cost).

No change work will be initiated until the Change Order is mutually agreed upon by authorized Parties.

X. Project Change Control Process

The Origin Project Manager and the City Project Manager each may initiate project change requests under this SOW. The Party requesting a change will complete the attached Contract Change Request form.

The Project Manager will:

- Record the Contract Change Request
- Investigate the impact of the proposed change to schedules, functionality, or cost.
- Evaluate the impact of not performing the change.
- Prepare a response to the proposed change; and
- If both Parties agree that the change should be carried out, then Origin will obtain authorizing signatures on the Contract Change Request form from both Parties.

- If the proposed change is not mutually agreed by the Parties:
- The Origin Project Manager will discuss and document the objection with the Customer Project Manager; and
- The proposed change will be renegotiated, if possible, or withdrawn if the Parties agree it is non-essential. In such a case, the reasons will be documented on the Contract Change Request.
- If the proposed change is mutually agreed by the Parties:
- Once the Contract Change Request has been signed by both Origin and the City, then the relevant Professional Services may be scheduled. If the change requires additional funding, the City must secure this funding and satisfy any payment obligations to Origin before Origin starts implementing the change.
- The Origin Project Manager will adapt the relevant project plan(s) to incorporate agreed changes and present such plan(s) at project status meetings for approval.
- Progress on change controls will be reported at project status meetings.

XI. Key Assumptions

- Origin will provide compatibility guidance for any terminals.
- The City is utilizing the Convenience Fee model, meaning all fees in section III of this document associated with credit/debit card processing and E-check processing are paid by the User. All other fees outlined in section III of this document are paid by the City.
- Origin will provide overview training of the OriginPay solution sufficient to enable City resources to complete UAT and support Users.
- Origin will implement OriginPay into the City's SmartCity production environment.
- Origin's onshore resources will be available to assist City personnel during its core business hours.
- Origin will provide project management, functional and design/developer expertise specifically related to and sufficient to complete the scope of this SOW.

- Origin's Project Manager will manage the development process between the Origin onshore and offshore Origin resources.
- Throughout the project, Origin will facilitate knowledge transfer where appropriate.
- The City will maintain an active support agreement for any solutions managed by the City that impact the scope of this engagement throughout the duration of the project.
- Each Party shall be responsible for its contractual relationships with third parties and for facilitating their cooperation with the other Party. Each party is responsible and accountable for the performance of any of its third-party consultants, subcontractors, vendors, including, but not limited to, the timeliness of their performance.
- The City will be responsible for establishing and maintaining all network communication and security of City owned infrastructure.
- If the Customer chooses to use any other option other than OriginPay Fully Hosted Solution, Customer agrees and warrants that Customer shall remain PCI compliant throughout the term of this Agreement. For clarity, just because Customer uses PCI compliant applications, such as its billing software, it does not eliminate the need for Customer to be PCI compliant. Per PCI requirements, if a Party's systems participate in processing, or accepting or storing card transactions, that Party is required to be PCI compliant as the systems are in scope.
- Test plans and scripts are created and the responsibility of the City. Origin will provide the City with templates and relevant test cases from previous projects as a starting point.
- Planning and Execution of UAT is the responsibility of the City. Origin will be available to provide additional support and answer questions as required throughout the UAT process.
- The City is responsible for technical support for solutions which are not specifically part of the Origin SmartCity solution. These areas include, but are not limited to, network communication, network security, environment monitoring and alerting, and edge system issue resolution. Notwithstanding the foregoing, Origin is responsible for all the above as specified in the MSA for Origin's Fully Hosted Solution.
- Origin will adhere to the City's IT Change Control policies and processes as they relate to technical changes that may impact any of the City's environments.
- The City will complete any necessary financial onboarding documentation in a reasonable timeframe as to not delay the implementation of the scope outlined in this SOW.



- The City will be responsible for coordinating with legacy provider to make available any data the City desires to have converted and brought over to OriginPay.

XII. Dependencies

- UAT must be completed on both solutions by City resources with support from Origin.
- Go-Live of Origin C2M and OCX solutions need to occur to support the rollout of OriginPay in a Production environment.

IN WITNESS WHEREOF, the parties hereto have caused this SOW #02 to be executed as of the SOW Effective Date.

Origin Utility, Inc.:

Customer: City of Ellensburg

By: _____

By: _____

Name: Justin Saye

Name: _____

Title: Chief Executive Officer (CEO)

Title: _____

Date: _____

Date: _____

-- END OF DOCUMENT --



SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

Paymentech, LLC, also known as Chase Merchant Services (“CMS”, “we”, or “us”), for itself and on behalf of JPMorgan Chase Bank, N.A. (“Chase”), is excited about the opportunity to join **Origin Consulting, LLC** (referred to herein as “Submitter”) in providing you, the Merchant signing below (hereinafter referred to as “you” or “Merchant”) with state-of-the-art payment processing services.

When you use the services of Submitter to receive payments for Transactions initiated by Card or by ECP, those Transactions are processed by us through systems and networks owned by the Networks, each of which maintains its own set of Network Rules governing Transactions processed over such Network.

The Network Rules, generally require that we have a direct contract with each merchant for which we process payment transactions through the Network, and this agreement (this “Agreement”) contains certain contractual commitments required by the Network Rules to be contained in each such contract.

1. Compliance with Network Rules, Applicable Law and User Guide; Network Liabilities.

You agree to comply with the Network Rules (including the Security Standards) of each Network, as they pertain to the Transactions you submit to us (directly or via Submitter) for processing through Submitter. You shall not, through act or omission, cause CMS or Chase to violate any Network Rules. You shall perform your obligations under this Agreement in compliance with all applicable federal, state and local laws and regulations and shall not submit any Transaction that it knows to be illegal. CMS reserves the right to temporarily suspend funding or refuse to process any Transaction if we reasonably suspect that it was prepared in violation of any provision of this Agreement, applicable law, or the Network Rules. You agree to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks on you, Chase or CMS as a result of your actions, omissions, Transactions, Chargebacks or Returns, including without limitation, your failure to comply with the Network Rules, this Agreement or any Security Standards (the “Network Liabilities”).

2. Your Transactions; Chargebacks and Returns.

You represent and warrant that you will only use our services and submit Transactions for processing which represent the sale or lease of goods or the provision of services by you to a Customer and not on behalf of any third-party seller. You shall have full liability for all Chargebacks (with respect to Card Transactions) and all Returns (with respect to ECP Transactions), as may be assessed in accordance with the applicable Network Rules, provided, however, that in the event that any Chargeback or Return is ultimately reversed by the applicable Network in your favor, CMS shall refund you for the amount thereof.

3. Settlement and Funding.

(a) CMS will submit your Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).

(b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with CMS’s processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the “Settlement Account”). You authorize CMS to initiate electronic credit entries, debit entries, and adjustments to your Settlement Account for amounts due to or from you in connection with this Agreement. CMS will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by Submitter, the Networks, or your bank.

(c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions, minus the sum of amounts due from you, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event we fail to withhold any such amounts from your Transaction proceeds, we may debit your Settlement Account for such amounts ;

(d) If we fail to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

(e) To the extent you or Submitter elect to assess a Convenience Fee for eligible Transactions, and unless otherwise agreed to in writing, you hereby acknowledge and agree that such Convenience(i) all Convenience Fee Transactions will be submitted by Submitter to CMS under the terms of the separate agreement in place between CMS and Submitter, (ii) all CMS processing fees, interchange and assessment fees, or other fees that may apply associated with the Convenience Fee Transaction shall be paid by Submitter, (iii) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges related to Convenience Fee Transactions shall be paid by Submitter, and (iv) settlement funding for Convenience Fee transactions will be paid directly to a bank account designated by Submitter.

4. Specific Requirements, Representations and Warranties Relating to ACH Transactions.

(a) The NACHA Operating Rules (“NACHA Rules”) are the applicable Network Rules governing your ECP Transactions that utilize the ACH network, including, without limitation, ARC, TEL and WEB Transactions (“ACH Transactions”). You are responsible for complying with the NACHA Rules as set forth in Section 1 of this Agreement. The originating depository financial institution which CMS uses (currently Chase) to originate and process your ACH Transactions (the “ODFI”, as that term is further defined in the NACHA Rules) retains the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend your right to originate ACH Transactions, or to audit your compliance with the NACHA Rules.

(b) Any credit made to your Customer’s account as a result of an ACH Transaction originated by you (e.g., an issuance of a refund) is provisional until your Customer’s receiving depository financial institution (the “RDFI”, as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from your Customer, and your Customer will not be deemed to have been paid by you.

(c) You represent and warrant that: (i) each ACH Transaction you originate will comply with all applicable laws and NACHA Rules; (ii) you will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ACH Transaction through your account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) you will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Customer’s account, and will make copies thereof available to us upon request; and (v) you hereby make to us, and certify compliance with, all warranties that we or the ODFI make, or are deemed to make, under the NACHA Rules, in connection with any ACH Transaction you originate.

5. Safeguarding Account Information; Security Standards.

(a) By accepting Card and ECP payments from your Customers, you acknowledge and understand the importance of protecting Transactions and Account Information and complying with the applicable Network Rules, Security Standards, and applicable law. You also acknowledges the heightened risk associated with access to Transactions and Account Information, and, to the extent you do have access to Transactions and Account Information, you must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time you determine or suspect that Transactions or Account Information have been compromised, you must notify CMS immediately and assist in providing notification to such parties as may be required by law or Network Rules, or as CMS otherwise reasonably deems necessary. You further agree to provide CMS, upon its request, with information related to your compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by us.

(b) You acknowledge that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event CMS or Chase incurs any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, you shall reimburse CMS and Chase, as applicable, immediately for all such amounts. Furthermore, if any Network requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that CMS, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

6. Merchant Taxpayer Certification and CMS Reporting Obligations.

Upon request from time to time, Merchant shall provide CMS with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify CMS if there are any changes in this information. CMS may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under applicable law. CMS may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of CMS hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from CMS.

7. Merchant Taxpayer Certification and CMS Reporting Obligations.

We reserve the right to update or amend this Agreement from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, we will provide you with the changes, or with an updated copy of this Agreement, and your continued use of our processing services after your receipt of such changes shall constitute your agreement to comply with the Agreement as so amended.

8. Termination.

In the event of a breach of this Agreement by either party, the non-breaching party may terminate this Agreement immediately upon notice to the breaching party. In addition, if Submitter terminates its Agreement with us, then either party may terminate this Agreement immediately upon written notice. CMS shall be entitled to terminate this Agreement at any time upon 60 days' prior written notice to Merchant.

9. Definitions.

- (a) **"Card"** means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Customer and a Network, or representatives or members of a Network that Merchant accepts from Customers as payment for goods or services.
- (b) **"Account Information"** is information related to a Customer or the Customer's Card or any bank account, depository account, or other account maintained by the Customer, and that is obtained by you or Submitter from the Customer's Card or any check provided by the Customer, or that is otherwise obtained by you from the Customer in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number, a bank account number, a card expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.
- (c) **"ACH"** means Automated Clearing House.
- (d) **"Chargeback"** is a rejection, reversal or return of a Transaction you previously presented to CMS, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.
- (e) **"Convenience Fee"** is a charge to a Customer's for the convenience of using the payment channel offered by Merchant through Submitter.
- (f) **"Customer"** is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you relating to a Transaction.
- (g) **"Data Compromise Event"** means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.
- (h) **"ECP"** means electronic check processing as a means of receiving or making payment in connection with a Transaction or Refund. ECP includes various products of a type supported by CMS, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.
- (i) **"Chase"** is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to CMS as required by all applicable Networks. Your acceptance of Network products is extended by the Chase.
- (j) **"Network"** is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by CMS for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearing house over which any ECP Transactions may be processed.
- (k) **"Network Rules"** are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.
- (l) **"CMS", "we", "our", and "us"** is Paymentech, LLC, a Delaware limited liability company, having its principal office at 8181 Communications Parkway, Plano, Texas 75024.
- (m) **"Refund"** means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- (n) **"Return"** means any rejection, reversal or return of an ECP Transaction or ACH debit entry you previously presented to CMS, as permitted and governed by the applicable Network Rules.
- (o) **"Security Standards"** are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program, Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program, MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (p) **"Transaction"** is a transaction conducted between a Customer and you utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by you (either directly or through Submitter). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a

- credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to CMS to initiate or evidence a Transaction.
- (q) **“Transaction Receipt”** means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

By signing below you acknowledge your receipt of these Payment Processing Instructions and Guidelines and agreement to comply therewith.

Agreed and Accepted by:

Merchant Legal Name

By (authorized signature)

Print Name and Title

Date

Address

City, State Zip

Agreed and Accepted by:

Origin Consulting, LLC

Submitter Legal Name

By (authorized signature)

Print Name and Title

Date

1930 Village Center Cir #3-704
Address

Las Vegas, NV 89134
City, State Zip

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of
JPMORGAN CHASE BANK, N.A.

By

Print Name and Title

Date

8181 Communications Parkway
Address

Plano, TX 75024
City, State Zip



Meeting Date: July 17, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Introduction of the 2023 Comprehensive Plan Docket List
(Public Comment Opportunity)
Submitted by: Jeremy Johnston, Planning Manager
Department: Community Development

Suggested Motion/Action:

Move to approve the proposed amendments for docketing during the 2023 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 2023 annual Comprehensive Plan amendment process, including timelines and deadlines for submittals, 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 five proposed amendments submitted by the City Staff and members of the public.

Previous Council Action:

None. Staff is requesting consideration of the proposed amendments for docketing during the 2023 annual Comprehensive Plan amendment process.

Analysis:

Per ECC 15.250.090(C)(3), City Council sets its second meeting in July for the docketing of proposed amendments to the Comprehensive Plan. The 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 five 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.

Proposal 23-01 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 review by City Council.

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

Proposal 23-02 was sponsored by Mayor Nancy Lillquist and proposed by the Community Development Department to update the Comprehensive Plan to include a conversion table indicating appropriate zoning options for each future land use designation, and update the Transportation Element for consistency with the Growth Management Act.

Staff recommends docketing this item in order to provide more guidance for rezone and annexation applications.

Proposal 23-03 was submitted by Solar Dolar LLC and would eliminate or reroute a Future Minor Collector roadway impacting parcels 295736, 095736, and 946133, owned by the applicant. The proposal would amend the Comprehensive Plan Future Transportation Map to ensure it will not impact these parcels.

Staff recommends docketing this item to address the mapping conflict and reflect a more accurate representation of the City of Ellensburg's intentions with the Future Transportation Map.

Proposal 23-04 was submitted by Randy and Dan Jensen. The proposal requests an amendment of the Future Land Use Map for parcels 181933, 171933, 025236, and 191933. The parcels are currently within the Community Mixed Use future land use designation. The applicant is seeking an Industrial Heavy land use designation.

Staff recommends docketing this item to determine if a new future land use designation is appropriate for these parcels.

Proposal 23-05 was submitted by the Community Development Department as a continuation of Docket Item 22-03. Item 22-03 was a proposal to update the Economic Development Chapter of the Comprehensive Plan. The proposals were not completed in 2022 and could be included for completion in 2023.

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

Financial Impact:

The costs of administering the annual Comprehensive Plan amendment process are included in the 2023 Community Development budget.

Budget Adjustment: No

Attachments:

1. Exhibit 1 - Item 23-1 CIP Update
2. Exhibit 2 - Item 23-2 Future land Use Zoning Table
3. Exhibit 3 - Item 23-3 P23-068 Solar Dolar Transportation Map Amendment

4. Exhibit 4 - Item 23-4 Jensen Map Amendment
5. Exhibit 5 - Item 23-5 Economic Development Chapter



Comprehensive Plan Amendment Proposal

PA-16
Community Development Department

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

Application Name: Annual 6-year CIP Docket #: 23-01

OFFICE USE ONLY

OFFICE USE ONLY

Date Application Received: 6-27-2023 Received by: _____

Applicant:

Name: Jeremy Johnston Daytime Phone: 509-962-7232

Mailing Address: 501 N Anderson Street Fax Number: _____

City/State/Zip: Ellensburg, WA 98926

Signature: _____

Professional License No: _____ E-mail: johnstonj@ellensburgwa.gov

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 requirement that the 6-year CIP's are updated on an annual 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.

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JUN 27 2023

COMMUNITY DEVELOPMENT



Comprehensive Plan Amendment Proposal

PA-16
Community Development Department

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

Application Name: Future Land Use/Zoning Conversion Table Docket #: 23-02

OFFICE USE ONLY

OFFICE USE ONLY

Date Application Received: 6-27-2023 Received by: _____

Applicant:

Name: Jeremy Johnston Daytime Phone: 509-962-7232
Mailing Address: 501 N Anderson Street Fax Number: _____
City/State/Zip: Ellensburg, WA 98926 Signature: _____
Professional License No: _____ E-mail: johnstonj@ellensburgwa.gov

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COMMUNITY DEVELOPMENT

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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- 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.

This docket proposal will add a conversion table to the Comprehensive Plan. The table will list existing Future Land Use designations and the zoning options for each. The table is designed to clarify zoning options associated with Annexation and Rezone proposals for both staff and the public. This proposal was initiated by Mayor Nancy Lillquist.

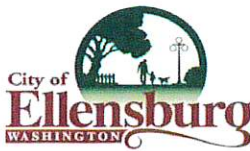
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COMMUNITY DEVELOPMENT

PA-16

P23-068



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: _____ Docket #: 23-03
OFFICE USE ONLY OFFICE USE ONLY

Date Application Received: _____ Received by: _____

Applicant:

Name: Solar Dolar, LLC Daytime Phone: (509) 899-7371
Mailing Address: 1410 W. Dolarway Road, Ste. 501 Fax Number: _____
City/State/Zip: Ellensburg WA 98926 Signature: *Joel Dolar*
Professional License No: _____ E-mail: joel@centralpaving.com

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

Name: Jeff Slothower, Lathrop, Winbauer, Harrel & Slothower LLP Daytime Phone: (509) 925-6916
Mailing Address: PO Box 1088/415 E. Mountain View Ave, Ste. 302 Fax Number: _____
City/State/Zip: Ellensburg, WA 98926 E-mail: jslothower@lwhsd.com
Signature: *Jeff Slothower*

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

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COMMUNITY DEVELOPMENT

EXHIBIT A

To Comprehensive Plan Amendment Proposal Submitted by Applicant Solar Dolar, LLC

Solar Dolar, LLC submits this change to modify a map located at page 61 (Chapter 3 TRANSPORTATION) of the current Ellensburg Comprehensive Plan. Specifically, the map identifies a “Future Minor Collector” to Highway 97. The page in question is attached at Attachment A-1 with the Future Minor Collector highlighted in fluorescent yellow. The map has the following footnote: “**Figure 13 (above) depicts the general location and connections of future roadways. The exact location of future roadways will be determined based on topography, environmental conditions, and future development needs.”

The Applicant believes that the Future Minor Collector roadway will never be built, as the location of the Future Minor Collector roadway appears to predate the City’s acquisition of Tax Parcel Nos. 846133, 096133, and 836133, which the Applicant understands the County intends to use for a major flood plain restoration project, which will involve the construction of a dike which will intersect with the Future Minor Collector roadway.

The Applicant’s response to each of the specific questions is as follows:

- Detailed statement of the proposal and reason for the amendment including proposed language for amendment;
 - The Applicant owns Kittitas County Tax Parcel Nos. 295736, 095736, and 946133, which the Applicant intends to develop. The Future Minor Collector roadway appears to cross and or impact certain portions of the Applicant’s development project area. The Applicant requests that the Future Minor Collector roadway be removed from the map or, alternatively, routed away from the Applicant’s property.
- Anticipated impacts of the change, including the geographic area affected and issues presented;

The Applicant does not believe there will be any impact as a result of the requested change. The circumstances under which the future minor collector was located have changed significantly, the city has made a major acquisition of property for the purposes of developing flood control project(s) in the area to eliminate or mitigate flooding to west

Goal E-7 states the following: Direct activities not dependent on critical areas resources to less ecological sensitive sites and mitigate unavoidable impacts to critical areas by regulating alterations in and adjacent to critical areas.

Goal E-8 States the following: Prevent cumulative adverse environmental impacts to water quality, wetlands, and fish and wildlife habitat, and the overall net loss of wetlands, frequently flooded areas, and habitat conservation areas.

With the joint Reecer Creek Floodplain project between the County and the City further supports the removal of this future minor collector road. Kittitas County Countywide Planning Policies

- How the change would be compliant with the Growth Management Act;

The following Growth Management Act goals that are consistent with this request.

Goal #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.

In Chapter 3, specifically Figure 13 of the City of Ellensburg's comprehensive plan there is a future minor collector road identified on the subject parcels. In respect to Growth Management Act Goal #6 private property shall not be taking for public use without just compensation having been made. There has been no easement or right of way secured by the City in order to establish this future minor collector, therefore we believe this future minor collector should be removed.

Goal #10 Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

As mentioned earlier regarding the future minor collector road, this future location will have an effect on the ongoing work that the City and the County (Flood Control District) has been jointly working on regarding the Reecer Creek Dolarway to University addressing Reecer Creek Flooding. By removing this future minor collector will be consistent with and the intent of this work within this area.

- How the change would be compliant with the Countywide Planning Policies; and Within the Kittitas County Countywide Planning Policies (KCCWPP), which establishes the framework of comprehensive plans, there a few Policies that provide the support and flexibility

to review and in this case removal of this future minor collector road. The following Policies support this request: KCCWPP #4. Transportation: Policy 4.1, 4.2, & 4.7, KCCWPP #7. Property Rights: Policy 7.1 & 7.2, KCCWPP #11. Environment: Policy 11.1 See the Attached Kittitas County Countywide Planning Policies

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

There has been a major plan/joint use project between Kittitas County and the City in addressing flooding issues from Reecer Creek. The future minor collector road, within the City's comprehensive plan, proposed within these subject parcels could create an additional impact to this project and possibly detrimental to the overall outcome of dealing with floodplain. For example if this future minor collector road was to be built, crossing a flood control dike and cross a significant floodplain, could have future impacts to floodplains and long term road maintenance impacts that have not be thought through enough.



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: _____ **Docket #:** 23-04
OFFICE USE ONLY **OFFICE USE ONLY**

Date Application Received: _____ **Received by:** _____

Applicant:

Name: DNR Jensen Rentals LLC, Randy and Dan Jensen **Daytime Phone:** 1 253 686 0836
Mailing Address: 11012 Canyon Road E.Suite 8-390 **Fax Number:** _____
City/State/Zip: Puyallup, WA 98373 **Signature:** _____
Professional License No: _____ **E-mail:** randyj@sfcs.com

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

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

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

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

See attached narrative

Jensen Comprehensive Plan Map Amendment, 2023

Parcels Numbers: #181933, #171933, #025236, #191933

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

DNR Jensen Rentals LLC, Randy and Dan Jensen, own four contiguous parcels on the south side of Vantage Highway near the east edge of town totaling 4.4 acres. The parcels are zoned Commercial Highway (C-H). On the west is a parcel, apparently outside the City limits, being used as a veterinary hospital. On the east is a large Kittitas County Fire District facility and this property is in the City and zoned Public Reserve (P-R). Across the highway is largely vacant unincorporated Kittitas County land. To the south is the old railroad grade, now a walking trail.

The Jensen are proposing a Map Amendment to the Comprehensive Plan's Future Land Use Map to change the designation from Community Mixed Use to Heavy Industrial so as to facilitate a future rezone of the parcels to Industrial Heavy (I-H).

The Jensens are very much into the building trades owning a home building company (Jensen Homes), a construction supply company (Frontier Construction Supply) and a foundation installation business (Foundation Specialists). They are active in Kittitas County supporting commercial and residential construction activities.

They feel that the City should add more Heavy Industry designated property to the City's inventory. The existing properties so designated are pretty much concentrated in one stretch along the rail line with perhaps as much as half in designated flood plain area.

The Jensens feel that the highest and best use of their property is as heavy industry use type.

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

Heavy Industry is the most intensive land use allowed in the City so care must be taken in locating such uses. Here, the 4 acres at issue are on the east edge of the City limits and the east edge of the City's UGA. The site fronts on Vantage Highway to the north. To the south is the old rail road grade and trail. The fire station on the east is separated by Lyle Creek and the associated setbacks/buffer. The veterinary hospital adjoins on the west as is still in the County. No "fragile" uses adjoin the site that would be impacted.

The nearby properties are not especially vulnerable to possible impacts. There are no adjoining residential properties. Additional traffic may be generated but no more than typical of

Commercial Highway allowed uses that the parcels are presently zoned for. Moreover, the City may eventually expand Vantage Highway adding lanes and landscaping which will facilitate transportation.

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

The City's Comprehensive Plan clearly favors Light Industrial over Heavy Industrial which is understandable but this preference fails to recognize the need for more intensive uses allowed in Heavy Industry. The "opportunity zones" established by the City do not include or allow heavy industry uses. This act to preclude such uses that are as much needed for economic growth as lesser intensity uses.

How the change would be compliant with the Growth Management Act.

Economic development is a GMA goal often overlooked. Here, the City and the County are growing in population and new construction is a result. Basic industries support such growth and encouraging local sourcing which can reduce costs and provide employment opportunities locally.

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

The Countywide Planning Policies set forth a vision for the Community:

Kittitas County and the cities will value and protect and enhance the quality of life by protecting the visual and physical environment; fostering economic opportunity, diversity, and security; supporting a wide range of natural resource-based industries; ensuring access to recreational opportunities; promoting educational excellence; and providing for affordable housing and accessible transportation.

Heavy industrial uses are an important part of a local economy and should be fostered along with other commercial uses.

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

The re-designation will not affect any subarea, capital facility or utility plans or programs.

VANTAGE HWY

563.6'

181933

025236

171933

403.7'

50.1'

485.0'

191933

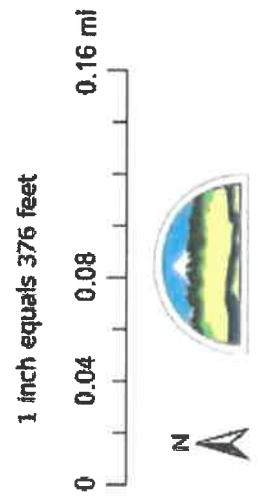
273.6'

Kittitas County COMPAS Map



Date: 6/21/2023

Disclaimer:
 Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.



P22-03

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6/28/2021

COMMUNITY
DEVELOPMENT

PA-16



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: _____ Docket #: 23-05

OFFICE USE ONLY

OFFICE USE ONLY

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

Applicant:

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

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

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

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

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

SEE ATTACHED SHEET WITH ANSWERS TO QUESTIONS



June 28, 2021

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

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

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

- **COVID-19 pandemic.** The COVID-19 pandemic has forever changed the landscape for residents and businesses in Ellensburg; changed in both positive and negative ways. How businesses operate is now different and will continue to be in the future. We propose to add language to the chapter speaking to the economic impacts of the pandemic and the resiliency of our community in the context of what happened with COVID-19 and how that impacts business development into the future.
- **Elevating the importance of broadband.** The International Economic Development Council (IEDC) states what businesses are looking for most when siting a facility is infrastructure and workforce. Included in the infrastructure category is broadband. As site location professionals and businesses visit Ellensburg with intent to locate here, one of their first questions is 'How is your broadband?' CenterFuse completed a feasibility study earlier this year. The findings of the study, current and planned actions to meet the State's 150 Mbps synchronously by 2028 would be valuable information to add to this chapter. This information, too, could be referenced in the comprehensive plan's infrastructure chapter.
- **Industry and employment data.** Currently the data in this chapter is outdated. With our population growth of 3.37% (2020 data) and continued increase in intra-state mobility (over 5% into Kittitas County), it is imperative to have current, accurate data.
- **Goal statements.** Many of the goals are great, some in process or accomplished, and an effort around updating and maybe some eliminated or added.
- **Economic forecast.** The US Bureau of Labor and Statistics produces an economic forecast. The information contained in this forecast, its relationship to Washington State and Ellensburg would be beneficial to add to this chapter.
- **Reimagining city properties.** The city owns various properties. One such property, the Prospect Building/Ellensburg Incubator, was most recently, up until June 2021, managed by CenterFuse. CenterFuse facilitated the discussion with Ellensburg City Council to sell the building and dedicate the sale's proceeds to an economic development fund. CenterFuse, too, consulted with and directed



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

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

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

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

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

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

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

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

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

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

RCW 36.70A.020

Planning goals (2021).

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

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

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

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

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

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

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

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

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





Meeting Date: July 17, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Letter of Mutual Partnership Between Kittitas County, Cities, and Organizations to Implement Strategies of the Kittitas County Economic Development Strategic Plan

Submitted by: Kelle Vandenberg, Arts & Economic Development Director

Department: City Manager

Suggested Motion/Action:

Move to authorize the Mayor to sign the Letter of Mutual Partnership between county, cities, and organizations with regards to the Kittitas County Economic Development Strategic Plan.

Background/Summary:

In 2021, the City of Ellensburg and Kittitas County engaged TIP Strategies with the guidance of a 24-member county-wide steering committee to develop the Kittitas County Economic Development Strategic Plan. Over the course of 2021-2022, and through multiple community outreach sessions, workshops, and analysis, a comprehensive plan was created.

Previous Council Action:

The Cities/County Economic Development Strategic Plan was reviewed at a Joint Special Meeting on February, 9, 2023 and the resolution to adopt the Plan was approved on March 6, 2023 by the City Council during the regular meeting.

Analysis:

Collaborative execution of strategies will be the key component to achieving a greater impact on the economic vitality within our community. The Letter of Mutual Partnership will be presented to all municipal and economic development organizations within Kittitas County, requesting a formal commitment to work together on implementation of strategies. The signatory list on the Letter may change as jurisdictions and organizations pledge their commitments. An implementation team of practitioners from these organizations will coordinate roles and responsibilities, communication protocols, collective tracking mechanisms, and will report on results.

Financial Impact:

Budget Adjustment: No

Attachments:

1. Letter of Mutual Partnership

LETTER OF MUTAL PARTNERSHIP
BETWEEN
KITTITAS COUNTY, CITIES, AND ORGANIZATIONS
TO IMPLEMENT STRATEGIES OF THE
KITTITAS COUNTY ECONOMIC DEVELOPMENT STRATEGIC PLAN

We, the undersigned, are committed to regional economic vitality within Kittitas County. We recognize that our communities have experienced pressures from growth and changing economic conditions and we must work together to address our top challenges: managing growth, improving housing affordability, diversifying the economy, and sustaining our natural resources. We believe that working collaboratively and as a united front will allow us to make the greatest impact. The Kittitas County Economic Development Strategic Plan, adopted in 2023, was developed with broad stakeholder input to address these challenges. We are committed to working together with our economic development organizations to implement strategies to achieve the goals set out in the Plan, including our participation in the formation of a working group, by separate agreement, with the goal of moving forward implementation of the Economic Development Strategic Plan.

PARTICIPATING KITTITAS COUNTIES, CITIES, AND ECONOMIC DEVELOPMENT ORGANIZATIONS:

Kittitas County, WA

<i>Printed Name</i>	<i>Signature</i>	<i>Date</i>
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City of Ellensburg, WA

<i>Printed Name</i>	<i>Signature</i>	<i>Date</i>
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City of Cle Elum, WA

<i>Printed Name</i>	<i>Signature</i>	<i>Date</i>
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City of Kittitas, WA

<i>Printed Name</i>	<i>Signature</i>	<i>Date</i>
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City of Roslyn, WA

Printed Name

Signature

Date

City of South Cle Elum, WA

Printed Name

Signature

Date

Central Washington University (CWU)

Printed Name

Signature

Date

CenterFuse (EBDA)

Printed Name

Signature

Date

Kittitas County Chamber of Commerce

Printed Name

Signature

Date

Ellensburg Downtown Association

Printed Name

Signature

Date

Cle Elum Downtown Association

Printed Name

Signature

Date

Roslyn Downtown Association

Printed Name

Signature

Date

Kittitas Downtown Association

Printed Name

Signature

Date



MANAGER'S REPORT

DATE: July 17, 2023

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Wippel Park Poetry Pole & Wind Phone

At their June 14, 2023 meeting the Parks & Recreation Commission supported a request from Keely Murphy Pickerel to install a poetry pole and wind phone at Wippel Park later this summer. The poetry pole would be a six-foot pole where people can pin their poetry. Ms. Pickerel has offered to provide the pole, as well as be the 'keeper of the pole', keeping the area clean and collecting the poems after they had some time in the weather. The pole would be placed in an area that is large enough for small groups to gather around the pole. The concept behind the wind phone is that it's an unconnected rotary phone where people can send their words on the wind to people they have lost. The phone would be placed inside a simple enclosure, located in an area of the park where people could have some privacy and solitude. Ms. Pickerel has also offered to supply both the enclosure and the phone. Neither project will interfere with the community garden and pollinator garden project. Ms. Pickerel will be attending a future Arts Commission meeting to notify them about both projects.

2. 100-Year Rodeo Anniversary Mural Completed

Artists Heather Dappen and Marlin Peterson from the Rural Mural Plural Group completed the mural on the Craig's Hill Water Tower on July 11, honoring the 100th Anniversary of the Ellensburg Rodeo. A ribbon cutting—open to the public—was scheduled for 6:00 p.m. on Monday, July 17, 2023, located behind Western Village, just east of the Rodeo Arena. This was a special project facilitated by the City Council with a very short performance time frame. Thank you to the Lodging Tax Advisory Committee and the Arts Commission for their support of the project and for the members of the Mural Selection Committee for their guidance and service.

3. Chipseal Project Scheduled July 24-27

The annual chipseal program will run July 24-27 between the hours of 5 a.m. and 5 p.m. The project includes 9.82 miles of City Streets. The complete list of streets being chipsealed can be viewed at <https://ellensburgwa.gov/chipseal>. The City street crews will work in partnership with Kittitas County Public Works Department crews and equipment to complete the project.