

CITY COUNCIL AGENDA

November 3, 2025



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To attend the city council meeting virtually register here:

https://us02web.zoom.us/webinar/register/WN_SMJqj8C-QMaTEJDVcB7_-A

The 6 p.m. Study Session will take place in the City Council Chambers, 501 N Anderson Street, Ellensburg, WA 98926. No public comment will be accepted. The meeting is available to livestream on YouTube at ECTV Ellensburg.

Accessibility

The City of Ellensburg strives to make our services, programs, and activities readily accessible.

- Closed Captioning is available to Zoom viewers. To enable closed captioning, you will need to click on the "CC" button at the bottom of your Zoom screen and then select either "Show Subtitle" or "View Full Transcript."
- Members of the public who do not speak English or who have limited proficiency may request an interpreter if they wish to participate in public meetings.
- The City will provide reasonable accommodation for members of the public with disabilities.

Please submit requests for language assistance or reasonable accommodation to the HR Director/ADA Coordinator by calling (509) 962-7222 or by email at ADAACoordinator@ellensburgwa.gov. Five (5) business days' notice is appreciated.

**COUNCIL MEETING
GUIDELINES FOR PUBLIC PARTICIPATION**

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

Public comment on Non-Agenda Issues (Item No. 7) is limited to a combined total of thirty (30) minutes unless Council votes to extend the time. 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. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).**
 - a) Anyone wishing to provide public comment on **Non-Agenda Issues** (Item No. 7 on the Agenda) must: 1. Register via the Zoom link by no later than 24 hours prior to the meeting; and 2. Provide a description in the Zoom registration form of the topic upon which they wish to speak with sufficient detail to allow the Mayor to determine whether it pertains to City business or a matter over which Council has control.
 - b) Anyone wishing to speak on **all other Agenda items** where it specifically states “Public Comment Opportunity” must register prior to 7 p.m. the day of 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. If you wish to speak on an agenda item, you must:
 - a) Wait to be called upon by the Mayor using your name, e-mail, or phone number used to log in to the teleconference.
 - b) 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.
6. Please state your name, whether you live in the City of Ellensburg, Kittitas County or elsewhere, and whether you are representing only yourself or others.

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

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

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

1. Each speaker's comments are to be limited to 3 MINUTES.
2. Speakers are cautioned not to engage in conduct that disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting.
3. Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).
4. Speakers providing comments on Item 7, Non-Agenda Issues, may only address the Council on matters which concern the City's business or over which the Council has control, and must announce the topic upon which they wish to speak before making their comments.

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

CONSENT AGENDA

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

AGENDA ITEMS

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

PUBLIC HEARINGS

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

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

**CITY OF ELLENSBURG
CITY COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, November 3, 2025
6:00 PM – Study Session
7:00 PM - Regular Meeting**

Study Session (No Public Comment)

A Title 15 Land Development Code Amendments Review 6

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (No Public Comment)

2.A Native American Heritage Month 13

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 October 20, 2025 Regular Meeting 14

5.B Acknowledge Minutes of Boards and Commissions 18

5.C Arts Commission Resignation - Marie Marchand 48

5.D Banking Services Agreement Amendment with U.S. Bank National Association 49

5.E Award Bid Call 2025-13 Dry Creek 24" Water System Valve Replacement Project #25-118 52

5.F Approve a Collective Bargaining Agreement with IBEW Local 77 54

5.G Approve November 3, 2025 Voucher Listing 84

6. Petitions, Protests, and Communications

6.A Natural Gas Public Awareness and Damage Prevention Program (No Public Comment)

7.	Public Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
8.A	Public Hearing (Legislative)- Review of Ordinance 4975, 2025 Land Development Code Amendments (First Reading) (Public Comment Opportunity)	85
8.B	Public Hearing (Legislative) - 2026 Proposed Revenue Sources Including Property Tax Levy Ordinance 4974 (First Reading) (Public Comment Opportunity)	277
9.	Introduction and Adoption of Ordinances and Resolutions	
10.	Unfinished Business	
10.A	Interlocal Agreement(ILA) and Memorandum of Understanding (MOU) for the Formation of the Kittitas County Economic Development Partnership (Public Comment Opportunity)	289
11.	New Business	
11.A	Consider 1st and Pine Revised Proposal (Public Comment Opportunity)	306
11.B	Third Quarter 2025 Financial Status and Investment Reports (Public Comment Opportunity)	323
11.C	BPA - Provider of Choice Contract (Public Comment Opportunity)	338
12.	Miscellaneous	
12.A	Manager's Report (No Public Comment)	439
12.B	Councilmembers' Reports (No Public Comment)	
13.	Executive Session	
13.A	RCW 42.30.110 (1)(B) to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.	
14.	Adjournment	

Title 15 Land Development Code Amendments Review

November 3, 2025 Council Study Session



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2025 Code Amendments

- ECC Title 15 Land Development Code Updates
- Staff drafted consolidated Code Amendments for Planning Commission consideration
- Draft included:
 - Two Citizen Requested Amendments
 - Community Development Driven Housing Updates
 - Community Development Driven "Code Clean Up"



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2025 Code Amendments

No amendments:

- Zoning Map
- Comprehensive Plan's Future Land Use Map
- Comprehensive Plan's Zoning Conversion Table
- Conditional Use Permits
- Variances
- Rezones
- Annexations
- Airport Overlay
- Wireless Communication Facilities
- Critical Areas Ordinance [Division VI]



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2025 Code Amendments

Citizen Requested Amendments:

- DR Horton requested an exemption to the Temporary Use Permit Code, to allow for sales offices and display dwellings in subdivisions.
- Staff drafted regulations to the same effect, with sideboards (time and unit limitation)
- Mitch Williams requested changes to the binding site plan code, leading to a proposed "repeal and replace."
- Staff amended applicant proposal, incorporating RCW elements



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2025 Code Amendments

Co-Living Housing Update:

- Housing Program Manager Lily Frey drafted amendments required by 2024 HB 1998 (RCW 36.70A.535).
- Cities and Counties must adopt regulations allowing co-living housing by the end of 2025.
- Co-living housing allows housing units that may have a private or shared bathroom, and have shared kitchen facilities.
- Certain requirements for density calculations and parking.
- Zoning generally “no more restrictive” than for other multifamily.



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2025 Code Amendments

Title 15 Code Clean Up: Clarify existing provisions of Title 15

- Removes internal contradictions (permit timelines; notices; etc.)
- Modernizes submittal requirements (paper & digital)
- Clarifies local procedures (appeals, etc.)
- Relocates some sections (murals; setback modifications; etc.)
- Provides new definitions for uses already regulated, revises and creates consistent terms (“principal unit;” “tavern;” etc.)
- Minimal revisions to use tables (parking uses; sideboards on neighborhood commercial uses as permitted; etc.)
- Minimal revisions to dimensional req’s (side yard calculation; eave projections, etc.)



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2025 Code Amendments

Limited amendments for clarification to:

- Subdivisions (phasing, timelines & filing documentation only)
- SEPA (clarifies Notices only, in administration sections)
- Landmarks & Design (uniform timelines)
 - Clarifies appeals are to Hearings Examiner
- Regional retail commercial master plans & design (timelines)
- Community Design [Division IV] (eave easement only)
- Re-incorporates Figure demonstrating a parking lot standard



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2025 Code Amendments

Minimal substantive amendments:

- Design review: major & minor distinction at 20,000 sf
 - Aligns with regulated thresholds of Retail and Office in ECC 15.310.040
 - Minor Design Review would be a Type I permit (no notice/comment)
- Requires subsequent preapplication in 5+ years in some cases
- Removes authority of appeal body to affirm with new conditions
- Subdivision phasing plan submittal deadline & standards
- Murals – whole chapter moved to Division II
 - 1 amendment: permitted on facades along streets
- Re-codifies short plat extension language lost in recent Ordinances
- Binding Site Plan: approvals are Type II Permits (no hearings)



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2025 Code Amendments

Residential Use Table Amendments in ECC 15.310.040:

- “Co-living housing” mirror permissions of “Multifamily”



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2025 Code Amendments

Nonresidential Use Table Amendments in ECC 15.310.040:

- New zoning for “Private parking lots,” “Freight truck parking lots”
- “Heavy services” prohibited C-C (downtown)
- “Radio stations” prohibited R-L
- 2,000-20,000 sf offices prohibited R-S & R-L (currently Permitted)
- Storage units prohibited R-M & I-H (Conditional use in I-L)
- “On-site hazardous waste treatment” prohibited C-C
- “Tow vehicle storage area” Conditional I-L (currently Permitted)
- Revises Note 5, and adds Note 11 (“corner store” Note)
 - Applies Notes to commercial uses already permitted in residential zones



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2025 Code Amendments

Special Use Table Amendments in ECC 15.310.040:

- New use and definition for “University”
- New use and definition for “Public parking lots”
- “Golf course” prohibited R-S (only Permitted P-R)
- “Golf driving range” prohibited R-S & Permitted RC-MU
- “Recreational Vehicle Parks” Conditional C-H & Accessory P-R
- Adds Note 13, applies to small commercial rec: R-S, R-L & R-M



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2025 Code Amendments

Other Misc. Amendments:

- Revises side yard calculation in several residential zones
 - Standard reduced to 5 feet in R-M
- Clarifies standards for permitted structural projections in yards
 - Revises all eaves to 2.5 feet (3' front/rear and 2' sides currently)
 - Requires 5' side/rear line separation for covered/enclosed additions
- Removes annual Home Occupation notification requirement
- Allows required multifamily open space to be occupied by shared amenity facilities for Co-living housing
- All parking changes clarify existing & required new provisions



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2025 Code Amendments

- Planning Commission met October 9th
- Provided a number of technical amendments to staff's draft proposal after substantive deliberations
- Incorporated feedback from DR Horton, revising a single term for clarification of temporary use exemption's applicability
- Moved to forward recommended code changes to Council, as amended



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2025 Code Amendments

- Table of amendments by Section attached in Agenda (Exhibit E)
- Full amendments in draft Ordinance 4975



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City of Ellensburg

PROCLAMATION

Native American Heritage Month
November 2025

Whereas, in 1990, President George H. W. Bush declared the month of November as National Native American Heritage Month; and

Whereas, the United States currently recognizes 574 American Indian and Alaska Native tribes, of which twenty-nine are located in Washington State; and

Whereas, as the first to live on this land, Native Americans and their traditions and values inspired - and continue to inspire - the ideals of self-governance, determination, and care for the earth; and

Whereas, the Confederated Tribes and Bands of the Yakama Nation settled on approximately ten million acres of land forming what is now known as Central Washington State; and

Whereas, the City of Ellensburg recognizes and honors the descendants, living or not, of all Native Nations residing herein and contributing to the strength and vibrance of a diverse community; and

Whereas, it is essential to educate ourselves and our community about the histories and cultures of Native American tribes, fostering a greater appreciation for their contributions to our society.

Now, Therefore, the Mayor of the City of Ellensburg does hereby proclaim November 2025 as Native American Heritage Month in Ellensburg and asks all residents to join in this observance by building bridges of understanding and friendship with members of the Yakama Nation and all of our Native American neighbors.

Signed this 3rd day of November, 2025.

Attest:
City Clerk

A blue ink signature of Betty Leades, the City Clerk, written over a horizontal line.

A black ink signature of Rich Elliott, the Mayor, written over a horizontal line.

Rich Elliott, Mayor



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

October 20, 2025

7:00 PM

Council Chambers

501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Pledge of Allegiance

The Pledge of Allegiance was led by Kittitas Girl Scout Troop 2001. Troop Leader, Suzie Konold, provided a statement.

1. Call to Order and Roll Call

Roll Call Present: Sarah Beauchamp, Rich Elliott, Nancy Goodloe, Nancy Lillquist, David Miller, Delano Palmer, Joshua Thompson

Others present in person: City Manager Behrends Cerniwey, City Attorney Horner, City Clerk Leader, Community Development Director Carlson, Housing Program Manager Frey, Senior Planner Henderson, Facilities & Fleet Manager Slyfield, Light Operations Supervisor Young, HR Director Young, and approximately 25 members of the public

Others present remotely via Zoom: Eleven members of the public

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Palmer moved to approve the Agenda as presented. **Motion Approved 7-0**

5. Consent Agenda

- 5.A Approve Minutes of October 6, 2025 Regular Meeting
- 5.B Approve Minutes of October 6, 2025 Study Session
- 5.C Acknowledge Minutes of Boards and Commissions
- 5.D Project Acceptance for Professional Services for the Granite Asphalt Plant and System Loop Design, Specifications and Permitting
- 5.E Project Acceptance – 2024 Complete Streets Improvements; Bid Call 2024-18
- 5.F Award Bid Call 2025-10 Pad-Mounted Switch Cabinets
- 5.G Reject all Bids for Bid Call No. 2025-11 Primary Metering Cabinets

5.H Approve October 20, 2025 Voucher Listing

Councilmember Palmer moved to approve the Consent Agenda with the change to item 5.E.

Motion Approved 7-0

6. Petitions, Protests, and Communications

6.A OutiFi Power Outage Communication & Incident Messaging – Implementation Update and Quick Demo (Public Comment Opportunity)

Wade Young, Light Operations Supervisor, presented information in the staff report. OutiFi representative, Justin Johnson (present remotely), gave an overview of the program.

7. Public Comment on Non-agenda Issues

Public comment was heard from the following citizens:

- Beryl Kelley, Ellensburg resident
- Christopher Hobbs, Ellensburg resident
- Pat Kelleher, City resident
- Logan Cook, Ellensburg resident

8. Business Requiring Public Hearings

8.A Resolution 2025-30 to Declare City Property as Surplus (Public Comment Opportunity)

Mayor Elliott opened the public hearing. Hunter Slyfield, Facilities & Fleet Manager, presented information in the staff report.

With no public comment and no questions from Council, Mayor Elliott closed the public hearing.

Councilmember Lillquist moved to approve adoption of Resolution 2025-30, declaring City property as surplus. **Motion Approved 7-0**

9. Introduction and Adoption of Ordinances and Resolutions

9.A Ordinance 4973 (2nd Reading) - Revisions to Multifamily Housing Tax Incentives (Public Comment Opportunity)

Lily Frey, Housing Program Manager, presented information in the staff report.

Councilmember Palmer moved to approve second reading and adoption of Ordinance 4973. **Motion Approved 7-0**

10. Unfinished Business

10.A 2025 Comprehensive Plan Amendment 25-02 Update and Next Steps (Public Comment Opportunity)

Stacey Henderson, Planning Manager, presented information in the staff report. Council asked questions of staff.

Public comments were heard on the topic from the following citizens:

- Robert Lowery, Kittitas County resident
- Jennifer Patteson, County resident
- Beryl Kelley, Ellensburg resident
- Christopher Hobbs, Ellensburg resident
- Cameron Matta, previous County resident
- Amber Hoefer, Ellensburg resident and DEI Commission member
- Phil Backlund, Ellensburg resident and DEI Commission member
- Laura, Ellensburg resident
- Candice Comfort, Kittitas County resident
- Lyle Smith, County resident

Council reviewed and discussed the options presented.

Councilmember Palmer moved to recommend options 3 and 4 as listed for Amendment 25-02.001-308 for consideration by the Planning Commission.

Councilmember Goodloe moved to amend the motion to remove option 4 from consideration. **Motion Approved 4-3 (Lillquist, Palmer, Thompson voted no)**

Vote on main Motion as amended. **Motion Approved 5-2 (Palmer and Thompson voted no)**

11. New Business

12. Miscellaneous

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

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

A closed session was required per RCW 42.30.140(4)(B) for 10 minutes and no action would be taken. An executive session was required per RCW 42.30.110(1)(B) for 10 minutes and no action would be taken.

12.B Councilmembers' Reports (No Public Comment)

- Councilmember Palmer attended Law & Justice and UAC meetings
- Councilmember Miller attended the Finance Committee and reported on the American Planning Commission meeting he attended
- Councilmember Lillquist attended the Environmental Commission and UAC meetings, the AWC lunch and tour of Twin City Foods, and Water Street ribbon cutting
- Councilmember Goodloe attended the AWC lunch, Water Street ribbon cutting, transportation levy support event, DEI retreat, County

Homelessness & Affordable Housing Commission meeting, KCCOG meeting, and the Developmental Disabilities event

- Councilmember Beauchamp reminded everyone about the downtown trick or treat event
- Mayor Elliott attended a State 911 conference and KITTCOM board meeting

13. Executive Session

13.A CLOSED SESSION - RCW 42.30.140(4)(B) The OPMA does not apply to that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

Council recessed to Closed Session at 9:11 pm and reconvened at 9:21 pm.

13.B RCW 42.30.110 (1)(B) to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.

Council recessed to Executive Session at 9:21 pm and reconvened at 9:31 pm.

14. Adjournment

Meeting adjourned at 9:31 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Minutes of Affordable Housing Commission, Regular Meeting

Date of Meeting

September 10, 2025

Time of Meeting

4:30 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

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

Present: Courtney Garzone; John Perrie, Dan Witkowski, Kim Funston

Absent: Sarah Bedsaul (excused), Delano Palmer

Others present: Lily Frey-Housing Program Manager; Dan Carlson-Community Development Director; Kathy Boots-Planning Technician; Sarah Syverson

Commissioner Funston motioned to excuse the absence of Commissioner Bedsaul. Motion passed 4-0.

2. Approval of Agenda

Commissioner Perrie motioned to approve the agenda. Motion passed 4-0.

3. Approval of Minutes

3.A June 4, 2025 Regular meeting minutes

Commissioner Funston motioned to approve the meeting minutes from June 4, 2025. Motion passed 4-0.

3.B July 10, 2025 Joint Study Session with Planning Commission meeting minutes

Commissioner Witkowski motioned to approve the meeting minutes from July 10, 2025. Motion passed 4-0.

4. New Business

4.A Review co-living housing code changes

Lily Frey informed the Commission about 2024 legislation that will require co-living to be incorporated into the planning code by the end of 2025 in the presented code amendments. She explained the definition of co-living, proposed locations where co-living can occur, and gave examples.

Commissioners discussed the value and challenges of this type of housing for specific populations. Commissioner Perrie motioned to recommend the proposed code amendments to Planning Commission and City Council. Motion passed 4-0.

4.B ADU Info Session feedback and next steps

Lily Frey informed the Commission about the feedback from the ADU Info Session survey. The ADU Info Session was received well by the community and several takeaways were useful for future sessions. The video is available on the ADU page of the City website. Commissioners would like to be able to see an enhanced FAQ section on ADUs, including resource links for homeowner tenant law, Rental Housing Association of Washington and how to contact presenters. Discussed options for future events included providing setback information, recent code changes, and photos of existing ADUs.

4.C Periodic update housing goals and policies preliminary discussion

Planning Technician Boots introduced the comprehensive plan periodic update process and invited commissioners to give feedback on the existing housing element goals and policies. Commissioners asked about the meaning of several goals and policies, reviewing the applicable programs in these cases. Commissioners provided questions and suggestions for the revision process. Commissioners discussed the level of generality that is helpful when establishing a framework for a 20-year planning period. Boots described the next steps of collecting additional feedback to create a revised draft of the goals and policies for the Commission to review. Commissioner Garzone requested a presentation from the City's housing consultant in a future meeting.

5. Unfinished Business

None.

6. Public Comment

Frey introduced Sarah Syverson to the commissioners. Syverson has applied for the vacant position on the Affordable Housing Commission. Ms. Syverson stated the ADU Info Session was good for the community.

7. Staff Update/Discussion Items

7.A Remainder of year schedule

Frey shared that the adaptive reuse / existing buildings topic requested by the commission would be on the November 5 agenda based on staff availability for this discussion. For the remainder of 2025, meetings will return to the first Wednesday of the month.

Frey noted that the Kittitas County Homelessness and Affordable Housing Committee met today (September 10) and requested the AHC review the draft five-year homeless housing plan for the County and provide any feedback to that committee. This plan will appear on the October 1 agenda along with an update on ongoing housing projects.

8. Commission Representative Update

Frey stated the Addison Place contract is nearing finalization. The Planning Department met with the consultants for the comprehensive plan and discussed the land capacity analysis for housing and forthcoming public outreach events.

9. Adjournment

The meeting was adjourned at 5:36 p.m.



CITY OF ELLENSBURG

Meeting Date of Meeting

Start Time of Meeting

Place of Meeting

Arts Commission Meeting Minutes

June 12, 2025

4:01 PM

Council Conference Room, City Hall

1. Call to Order and Roll Call of Members

1.A Chair Eyre, Commissioner Dougherty, Commissioner Marchand, Commissioner Snedeker, Commissioner Wenz, and City Council Member Miller

Absent:

Welcome guest: No guest

2. Approval of Agenda

Motion to approve June 12, 2025, Arts Commission meeting agenda as presented.

By: Commissioner Snedeker

Seconded: Commissioner Marchand

In Favor: All in favor

Opposed: None

Abstain: None

Motion Carries

3. Approval of Minutes

Motion to approve May 8, 2025, Arts Commission meeting minutes as presented.

By: Commissioner Snedeker

Seconded: Commissioner Dougherty

In Favor: All

Opposed: None

Abstain: None

Motion Carries

4. Budget/Financial Report

4.A 2025 Arts Commission Budget Update

Staff gave brief overview of 2025 Arts Commission budget.

5. New Business

5.A Resignation of Jill Scheffer from the Arts Commission

Commission reviewed resignation letter from Scheffer in agenda packet.

Letter will be presented to City Council

6. Unfinished Business

6.A Arts Treasure & Arts Advocate Update

Staff update: Nomination is open. One nominee for Arts Advocate submitted thus far. Commissioners discussed promotions of the open nomination.

6.B Open Arts Commission Positions & Recruitment

Commissioners discussed current needs regarding artistic disciplines represented on the Arts Commission. Open positions posted online. Commissioners will reach out to other artistic organizations and boards to inquire about potential new members.

6.C Bus Shelter Call for Artist

Staff reviewed final draft of the Call for Artist and will open the call first week of July. Invite past participants to apply. **Staff action item.**

6.D 2026 Project Grant Application—Edits

Commissioners reviewed the Project Grant Application for final edits prior to opening on June 15, 2025. Staff sent edits to City PIO and edits were completed prior to opening. **Staff action item.**

6.E Finalize Award Discussion for Arts Treasure

The award is in process/complete and artist Maria Cristalli will update with information specific to the 2025 Awardee, as part of the work from 2024.

For 2026: Discussion/Decision: Put out Call for Artist to design one master design for the actual physical award that can be standardized for future awards. The design will have a designated space to adhere a placard for awardee recognition.

Commissioner Eyre will lead the subcommittee work with staff assistance to develop the call for artist and bring it back to the full commission for review/revision. **Staff action item.**

7. Subcommittee Business:

7.A 1. Funding & Advocacy: Jerry/Marie: Reviewed Inspire WA recent presentation at Gallery One. Staff and two members of commission attended, as did Representative Alex Ybarra.

Commissioner Dougherty proposed that the Arts Commission become a member of Inspire WA given the current funding for the arts & culture challenges. Membership would help keep the commission informed of new legislation affecting the arts.

Motion to authorize staff to secure membership to Inspire WA on behalf of the Arts Commission. Cost is \$100.00 annually and budgeted. No financial impact.

By: Commissioner Dougherty

Seconded: Commissioner Marchand

In Favor: All

Opposed: None

Abstain: None

Motion Carries

2. First Friday Art Walk: Matt/Alex/Staff: Reviewed Ignite the Arts to help promote and bring attention to the FFAW for July, as it falls on the 4th of July. Potential new Art Walk Venue: Royal Junction. Commissioner Wenz agreed to chair the subcommittee.

3. City Art/Public Art: Jerry/Jeffy/Alex: Met to review inventory list and will work with staff to update. Commissioner Eyre reported that the donated piece from artist Renee Adams has been given to the City.

Staff action item: Determine appropriate documentation for receiving donated public art.

4. Awards & Distinctions: Marie/Jeff/Alex: Reported updates regarding Arts Treasure and Arts Advocate Award.

5. Ellensburg Creative District: Jeff/Alex/Staff: See staff updates below.

8. Citizen Comment

No citizen comment.

9. Staff Update/Discussion Items:

- Ignite the Arts planning update
- *Harmonize* installation and unveiling planning update
- Wayfinding signage update
- Pending Creative District Planning Meeting (setting date—in process)
- Creative District Convening: June 6 & 7th
- IGNITE the ARTS: July 4th Update
- Summer schedule discussion: Commission will not meet July and August.

10. Commission Representative Update:

11. Adjournment Time 5:20 pm



CITY OF ELLENSBURG

Meeting Date of Meeting

Start Time of Meeting

Place of Meeting

Arts Commission Meeting Minutes

Sept. 18, 2025

4:10 PM

EDA Office, 109 E. 3rd Street, Ste. 1

1. Call to Order and Roll Call of Members

1.A Chair Eyre, Commissioner Dougherty, Commissioner Marchand, Commissioner Snedeker, Commissioner Wenz, and City Council Member Miller

Absent: None

Welcome guest: Jesen Lopez, Terese Young, Kye Gibb

2. Approval of Agenda

Motion to approve September 18, 2025, Arts Commission meeting agenda as presented.

By: Jeff Snedeker

Seconded: Jerry Dougherty

In Favor: All in favor

Opposed: None

Abstain: None

Motion Carries

3. Approval of Minutes

Motion to approve June 12, 2025, Arts Commission meeting minutes as presented.

By: Jeff Snedeker

Seconded: Alex Eyre

In Favor: All

Opposed: None

Abstain: None

Motion Carries

4. Budget/Financial Report

4.A 2025 Arts Commission Budget Update

Staff gave brief overview of 2025 Arts Commission budget.

5. New Business

5.A CWU Creative District/Art Walk Open House @ CWU President's House

5.B 2026 Project Grant Applications Review
Commissioner Dougherty reviewed the Project Grant background, process, and timeline.

Jerry also reminded us that we need to clarify and develop a plan to outline commercial artist.

5.C Resignation of Commissioner Marchand

6. Unfinished Business

6.A Harmonize Sculpture: Final Report from Crista Ann Ames. (Report included in packet)

6.B Pollinator Mural at Wippel Park Discussion and Planning

Action Item: Commission Eyre will reach out to Keeley Pickerel and Justin Gibbons to set up a meeting, also invite any other individuals involved in the project.

7. Subcommittee Business:

7.A 1. Funding & Advocacy: Jerry/Marie/Alex: Review scoring spreadsheets/matrix for the project grants.

2. First Friday Art Walk: Matt/Alex/Staff: Matt and Kelle updated on work for the CWU Artwalk project noted above.

3. City Art/Public Art: Jerry/Jeff/Alex: Nothing to report

4. Awards & Distinctions: Marie/Jeff/Alex: Review and determine recommendation for Arts Treasure and Arts Advocacy Awards

Marie updated on PL nomination and next steps. We had four nominees for the 2025-2027 Poet Laureate position. The subcommittee will interview all four nominees and request body of work from each. Potential Poet Laureate interviews will be held prior to October's Arts Commission meeting and will bring forward their recommendation for a commission vote.

Arts Treasure: Kara Hunnicutt (check name)

Arts Advocate: Mike McCloskey (Check spelling)

Marie Marchand and Jeff Snedeker reviewed both nominees with the Commissioners.

Motion to approve Kara Hunnicutt for Arts Treasure and Mike McCloskey for the Arts Advocate Award for their respective service to the community.

This is an honorary award with no funding.

By: Alex Eyre

Seconded: Jeff Snedeker In

Favor: All

Opposed: None

Abstain: None

Motion Carries

Action Item(s):

1. Subcommittee to select the date for the awards ceremony and Alex will arrange with a venue.
2. Staff will draft communication to nominees and awarded individuals.
5. Ellensburg Creative District: Jeff/Brian/Alex/Staff: See staff updates below.

8. Citizen Comment: None

9. Staff Update/Discussion Items:

9.A Bus Shelter Call Update/Discussion

Public Art Subcommittee and Kelle will reconvene on this item.

Action Item: Staff arrange meeting for Public Art Subcommittee.

9.B Creative District Update

- a. Wayfinding signs up
- b. FY25 Annual Report complete and submitted to ArtsWA
- c. FY26 Strategic Planning in process
- d. Sister District Update: November 3, 2025, in Ellensburg
- e. Monthly Rural Cohorts meeting (virtual)
- f. Sales Tax Revenue Tracking/Forecast

g. Meeting with WA State Dept. of Commerce Director Nguyen

Announcements: Jeff attended the Discovery Lab performance and it was wonderful, exceeded expectations.

8:50 this evening on KYV Justin Gibbons will be featured as the featured artist.

10. Commission Representative Update:

David Miller discussed briefly overlapping grant applications between Community Grants and other commission grants. Community Grants have \$22K in funding available, received \$83K in requests.

11. Adjournment Time 6:14 pm

Next meeting will be on October 16th at 4:00 pm location to be determine.



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Environmental Commission, Regular Meeting

September 17, 2025

5:15 PM

Council Conference Room

501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call of Members

Commissioner Wollman called the meeting to order at 5:16 p.m.

Present: Kamran Hermann, Ravin Harlin, Christina Wollman, Jean Marie Linhart, Nancy Lillquist (ordinance update-City Council liaison is now a voting member of the Commission)

Absent: Brenda DeVore

Others Present: Rebecca Springer-Water Resource Manager; Kathy Boots-Planning Technician

2. Approval of Agenda

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

3. Approval of Minutes

3.A Approval of May 21, 2025 Environmental Commission Meeting Minutes
Commissioner Lillquist motioned to approve the May 21, 2025, meeting minutes. Motion passed 5-0.

3.B Approval of July 16, 2025 Environmental Commission Minutes
Commissioner Lillquist motioned to approve the July 16, 2025, meeting minutes. Motion passed 5-0.

4. New Business

4.A Discuss Water Quality Grant Application and Updated Scoring Rubric
Rebecca Springer stated that one application was received from Mid-Columbia Fisheries (MCF) for the water quality grant. MCF will be presenting their application at the October 15, 2025, meeting. Ms. Springer reviewed a draft rubric she generated that would provide clearer guidance in scoring applications. Grants can affect water quality directly or indirectly. Examples of direct and indirect were provided. Additional scores can be granted if the project provides both direct and indirect water quality. Springer is looking at grants to see if there are any additional grants that can be applied for to increase the funding available. Staff will be reaching out to Ellensburg High School to seek a member to attend meetings. Commissioner Wollman will not be at the next meeting but can score it remotely if the slides are provided.

5. Unfinished Business

None.

6. Citizen Comment

None.

7. Staff Update/Discussion Items

7.A Comprehensive Plan Periodic Update Open House

The Comprehensive Plan Periodic update open house is tonight. Details were provided. The Environmental Commission will be reviewing the Environmental and Climate Sustainability chapters of the Comprehensive Plan.

7.B Clean Energy Implementation Plan Public Input Workshop

Nichole Baker will attend the October 2025 meeting to provide information that was received from the public regarding the clean energy implementation plan from the Public Input Workshop.

7.C Ellensburg Academy

Staff provided details regarding the Ellensburg Academy on September 24, 2025.

8. Bicycle Advisory

No updates.

9. Adjournment

The meeting was adjourned at 6:11 p.m.



CITY OF ELLENSBURG

Minutes of Landmarks & Design Commission, Regular Meeting

Date of Meeting

August 19, 2025

Time of Meeting

5:45 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

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

Present: Fred Redmon, Vicki Sannuto, Julia Stringfellow, Scott Carlson, Marty Blackson, Teresa Chanes, Jeff Watson

Absent:

Others Present: Chace Pedersen- Associate Planner; Kathy Boots- Planning Technician; Stacey Henderson-Planning Manager; one member of the public.

2. Approval of Agenda

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

3. Approval of Minutes

3.A 6/17/2025 LDC Meeting Minutes

Commissioner Chanes motioned to approve the June 17, 2025, minutes.
Motion passed 6-0.

3.B 7/15/2025 LDC Meeting Minutes

Commissioner Redmon motioned to approve the minutes from July 15, 2025.
Redmon amended his motion to reflect that it is not Scott Carlson that banks at 118 W 5th Avenue but rather Jeff Watson. Motion passed 6-0.

4. New Business

None.

5. Unfinished Business

None.

6. Citizen Comment

None.

7. Staff Update/Discussion Items

7.A 2026 Periodic Update - Historic Preservation Chapter

Chace Pedersen discussed with the Commission that the 2026 Periodic Update

to the Comprehensive Plan is underway. The Historic Preservation Chapter will be looked at by the Commission to see if any changes need to occur. Staff have reviewed the Historic Preservation Chapter and do not have any recommended changes at this time. A land acknowledgment statement for indigenous people was an interest. Examples of other municipalities were discussed. Commissioner Watson motioned to create a subcommittee to review Chapter 8 and other chapters and evaluate stated goals and programs in the Comprehensive Plan. Watson amended his motion to reflect an October 2025 deadline for committee recommendations and the subcommittee to meet twice in September 2025. Motion passed 6-0. A subcommittee was formed with Commissioner Blackson and Stringfellow and staff.

7.B Periodic Update Open House

A periodic update open house is scheduled for September 17, 2025. Flyers were shown to the Commission.

7.C 2025 Annual Comp Plan Update

Chace Pedersen provided information on the 2025 Annual Comp Plan update. He will send out a draft.

7.D Historic Preservation Grant

Chace Pedersen let the Commission know that Historic Preservation Grant applications are due by the end of the day, August 29, 2025. The October 2025 meeting will be used to score the applications.

8. Commission Representative Update

Pedersen reminded the Commission that there is an Accessory Dwelling Unit information session happening tonight at Hal Holmes. Commissioner Chanes stated that registration for the PLACES conference ends at the end of August 2025.

9. Adjournment

The meeting was adjourned at 6:35 p.m.



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of LEOFF 1 Disability Board, Regular Meeting

September 24, 2025

8:00 AM

Ellensburg City Hall - Council Conference Room

501 N Anderson St.

Ellensburg, WA 98926

1. Call to Order

The meeting was called to order at 8:00 am

Board members present: Mike Davis, Nancy Goodloe, Nancy Lillquist, and Larry Loveless

Board members absent: None

Others present: Beth Leader, Board Clerk

2. Approval of Agenda

Nancy Lillquist moved to approve the Agenda as amended, adding four additional claims.

Motion Approved 4-0

3. Approval of Minutes

3.A Approve Minutes of August 27, 2025 Regular Meeting

Nancy Lillquist moved to approve the minutes with an amendment to add the long term care claim discussion. **Motion Approved 4-0**

4. Unfinished Business

5. New Business

5.A Eight claims from four retirees

Four additional claims were received for board review, for a total of twelve claims.

Nancy Lillquist moved to approve the twelve claims as submitted. **Motion Approved 4-0**

6. Miscellaneous

Nancy Goodloe inquired about simplifying distribution of the agenda and if staff could include a list of claims received instead of copies of all claims. A redacted copy of claims submitted will be provided at the meeting.

7. Adjournment

Meeting adjourned at 8:09 am



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Planning Commission, Regular Meeting

September 11, 2025

5:45 PM

Council Chambers

501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call of Members

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

Present: Michael Buehn, Ed Harrell, Geraldine O'Mahony, Sathy Rajendran; Joe Sheeran, Skylar Bisom-Rapp

Absent: George Bottcher

Others Present: Stacey Henderson-Planning Manager; Dan Carlson-Community Development Director; Kathy Boots-Planning Technician; David Miller-City Council Liaison; one member of the public

2. Approval of Agenda

Staff introduced new Commissioners, Bisom-Rapp and Sheeran.

Commissioner O'Mahony motioned to approve the agenda with one addition which was to add voting for a Vice President under the New Business section of the Agenda. Motion passed 6-0.

3. Approval of Minutes

3.A Review of May 22, 2025 Meeting Minutes

Commissioner Rajendran motioned to approve the minutes from the May 22, 2025, meeting. Commissioner O'Mahony motioned to have two items from the May 22, 2025, meeting minutes to be removed. Delano Palmer needs to be removed from the roll call and removed from O'Mahony's motion to excuse the absence of Delano Palmer. Motion passed 5-0 (Skylar Bisom-Rapp abstained from the vote since he had not been approved as a Commissioner for that meeting).

3.B Review of July 10, 2025 JOINT PC-AHC Meeting Minutes

Commissioner Sheeran motioned to approve the minutes from the July 10, 2025, meeting. Motion passed 5-0. (Skylar Bisom-Rapp abstained from voting since he had not been approved to be a Commissioner for that meeting).

4. New Business

A. Election of Vice Chair of the Planning Commission for 2025

Commissioner Buehn nominated himself as Vice Chair. No other nominations were made. Motion passed 6-0.

5. Unfinished Business

None.

6. Citizen Comment

None.

7. Staff Update/Discussion Items

7.A Update on Annual Comprehensive Plan Docketing

Staff member Stacey Henderson informed the Commission members that there are two items docketed for the Annual Comprehensive Plan update.

25-01 City of Ellensburg Annual six-year Capital Improvement Plan update

25-02 Removal of DEI Chapter 9 in the Comprehensive Plan. Braver Angels has been selected to facilitate community meetings. There have been two community meetings held, each lasting two hours in length. A third meeting is scheduled for October 4, 2025, for a six and a half hour conversation. The meeting on October 4, 2025, will consist of six members of the public representing each side of the issue. A limited number of observers for each side will be present along with Braver Angels and City Planning staff. The results of the meeting will be brought back before the Planning Commission to make a recommendation to the City Council. The November 13, 2025, meeting will be a public meeting where the public can provide testimony on Chapter 9 of the Comprehensive Plan. Options to move the proposal forward were discussed. City Council will hold a study session on November 29, 2025.

7.B Update on 2026 Periodic Update Public Outreach and Progress

Henderson informed the Commission that meetings with City Staff and a consultant had taken place. The Consultant will be doing a land capacity study. Public outreach will be started with a table at the farmer's market on two occasions. There will be an open house on September 17, 2025. A table will be displayed at Bite of the Burg and Busker's. Flyers that have been created were shown along with a coloring contest of the Bull. Public events will be announced on social media, EDA, radio, and at schools.

7.C Update on 2025 Code Amendments

Stacey Henderson let the Commission know that code changes will come before the Planning Commission on October 9, 2025. The members will receive the two citizen's proposed code amendment applications prior to the meeting as part of the staff report. Land Development code cleanup will be reviewed. Co-living housing code changes mandated by the State House bill will be reviewed. Recommendations will be made to City Council for November 2025.

8. Commission Representative Update

David Miller stated the City Council will review the second reading of the proposed ADU code amendments. At the last City Council meeting there was discussion over audio and video tapping of all Commission meetings. Providing the information for the hearing

impaired, visually impaired, and transcripts would need to be considered along with staff maintenance and costs. Live stream vs zoom were discussed.

9. Adjournment

The meeting was adjourned at 6:40 p.m.



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Planning Commission, Regular Meeting

October 9, 2025

5:45 PM

Council Chambers

501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call of Members

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

Present: Michael Buehn, Ed Harrell, Geraldine O'Mahony, George Bottcher, Sathy Rajendran; Skylar Bisom-Rapp

Absent:

Others Present: Stacey Henderson-Planning Manager; Dan Carlson-CDS Director; Mark Rud-Associate Planner; Lily Frey-Housing Program Manager; Kathy Boots-Planning Technician

2. Approval of Agenda (No Public Comment)

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

3. Approval of Minutes

No minutes available for review.

4. New Business

4.A Public Hearing to Consider 2025 Land Development Code Amendments

The public hearing for the 2025 Land Development Code (LDC) Amendments opened. Stacey Henderson, Planning Manager, read a staff report outlining the proposed amendments, and reviewed timelines for SEPA, City Council, appeal period, and Department of Commerce.

1. P25-033 Citizen proposed temporary use exemption addition to ECC 15.250.010 Temporary Use Permit process and requirements.

2. Community Development Department proposed amendments to address required HB 1998 Co-Living Housing requirements.

3. Community Development Department proposed Title 15 Code Clean Up

Staff finds that the proposed amendments are in accordance with the three decision criteria as described in ECC 15.250.100(C).

Staff recommends approval of the code amendments as presented.

No testimony or public comment. Staff had nothing to add. Commissioners asked several questions. Public comment closed.

Commissioner Rajendran moved to approve the 2025 Land Development Code amendments with three revisions as proposed:

1. 15.130.110: add “Kitchenette” definition
2. 15.250.010(E): revise staff’s temporary use exemption draft terminology as proposed by DR Horton in correspondence
3. 15.250.010(E): strike requirements for a minimum number of lots or dwelling units for exempt temporary display or sales office

Commissioner Bisom-Rapp moved to amend the original motion to include the following:

1. 15.130.030: include reference to for-sale dwellings in the “Co-living housing” definition
2. 15.250.010(E): strike leasing office from all proposals, and provide the same 3-year timeline for multifamily ownership dwellings as proposed for subdivisions
3. 15.260.080: strike proposed additions that would restrict phasing to long subdivisions only (permits phasing for all subdivisions, including short subdivisions)
4. 15.260.170(C): strike proposed subsection 4 in its entirety (removes entire code Section from amending ordinance)
5. Table 15.310.040-2: add to Note 5 that multifamily leasing or management office is permitted for R-H multifamily dwellings on the property
6. Table 15.310.040-2: revise “Private parking lot” to Conditional Use in C-H & RC-MU instead of Permitted Use as proposed
7. Table 15.320.030: retain Note 11 for R-H side yard instead of striking as proposed
8. 15.320.080: add requirement for 5-foot minimum property line separation for rear yards in subsections C and D to account for DADUs
9. 15.540.040(C)(2): add clarifying language that 15-foot DADU separation from the principal unit is considered a yard for the purpose of projections pursuant to 15.320.080

No discussion on the amended motion. Amended motion passed 7-0.

No further discussion on the original motion. The original motion as amended passed 7-0.

5. Unfinished Business

Commissioner Bisom-Rapp gave an update that he will be working on gathering the diversity in planning language from the American Planning Association.

Clarification was provided that a staff report with the original and amended motion of the 2025 Land Development Code Amendments will be one document that is provided to the City Council.

6. Public Comment

None.

7. Staff Update/Discussion Items

- 7.A October 23, 2025 Planning Commission Study Session
October 23, 2025, will be the next meeting and there will be a study session to discuss what was learned at the workshops on the DEI proposal and to determine options to be recommended to the City Council. On October 20, 2025, staff will get direction from the City Council regarding DEI. Henderson will see if the Chair of the DEI Commission would be available to come to the study session in case the Commissioners have questions.

8. Commission Representative Update

David Miller is at the APA conference and is unavailable to provide updates.

9. Adjournment

The meeting was adjourned at 7:47 p.m.



CITY OF ELLENSBURG

Minutes of Transportation Advisory Committee Regular Meeting

Date of Meeting

August 26, 2025

Time of Meeting

3:30 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

1.A

Call the August 26, 2025, TAC Meeting to order.

Vice Chair Spitznas called the August 26, 2025, meeting to order at 3:30 PM.

1.B

Roll Call of TAC Members.

The following TAC members were in attendance: Vice Chair Spitznas, Jim Hurson, Ann Miner and Deja Blanchard. Chair Miller and Joey Bryant had excused absences.

Also in attendance: Betsy Dunbar - COE, Josh Mattson - COE, Keiko Walsh - HopeSource, Spencer Klewin - HopeSource.

Several Staff members were also in attendance.

No members of the community were in attendance.

2. Approval of Agenda

2.A

Motion to Approve the August 26, 2025, TAC Agenda.

Motion to Approve the August 26, 2025, TAC Agenda was made by committee member Hurson.

The motion carried 4-0.

3. Approval of Minutes

3.A

Motion to Approve the July 15, 2025, Meeting Minutes.

A motion to approve the July 15, 2025, Meeting Agenda was made by committee member Miner.

The motion carried 4-0.

4. Guest Speakers

None.

5. Follow Up Items

None.

6. Ridership Stats

6.A

Review the July 2025 Ridership Stats.

The July 2025 Ridership Stats were reviewed.

7. Agenda Items

None

8. Transit Marketing Updates

8.A

Labor Day Parade

Vice Chair Spitznas and COE staff member Betsy Dunbar, along with HopeSource staff member Keiko Walsh agreed to walk alongside the bus and hand out Ellensburg Central Transit frisbees. It was also suggested we reach out to Chair Miller to join the parade team.

9. Transit Updates

9.A

Strategic Plan Outline and Community Survey

The Strategic Plan Outline and the Community Survey was shared by staff member Dunbar with the committee.

9.B

Ellensburg Transportation Comp Plan

Josh Mattson shared the Ellensburg Transportation Comp Plan with the committee.

10. Member Updates

10.A

Member Updates as time permits.

The following updates were shared: the new Rotary Park bus stop, the Operating Grant Agreement status, the CWU Agreement and the approval of the Transit Development Plan.

There was a discussion about when the TIC subcommittee would meet. It was decided they would meet after the next TAC meeting in September.

11. Next TAC Meeting

11.A September 16, 2025

12. Adjournment

The meeting adjourned at 4:43 PM.



CITY OF ELLENSBURG

Minutes of Transportation Advisory Committee, Regular Meeting

Date of Meeting

September 16, 2025

Time of Meeting

3:30 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

1.A

Call the September 16, 2025, TAC Meeting to order.

Chair Miller called the September 16, 2025, TAC Meeting to order at 3:31 PM.

1.B

Roll Call of TAC members.

TAC Members in attendance: Chair Miller, Vice Chair Hurson, Deja Blanchard, Ann Miner. Joey Bryant and Amy Spitznas had excused absences.

Also in attendance: Betsy Dunbar - COE, Josh Mattson - COE, Derek Mayo - COE, Keiko Walsh - HopeSource, Spencer Klewin - HopeSource.

No members of the community were in attendance.

2. Approval of Agenda

2.A

Motion to Approve the September 16, 2025, TAC Agenda

Motion to Approve the September 16, 2025, TAC Agenda was made by Vice Chair Hurson.

The motion carried 4-0.

3. Approval of Minutes

3.A

Motion to approve the August 2025, Meeting Minutes.

Motion to approve the August 26, 2025, TAC minutes was made by Committee member Blanchard with two corrections to the minutes. The corrections

included: One member of the community was present, and a motion to approve the resignation of Committee member Spitznas as Vice Chair and the appointment of Committee member Hurson as Vice Chair was unanimously approved 4-0.

4. Guest Speakers

4.A

Robin Read — Review the Stakeholders and the Committee and Staff interviews.

Guest Speaker, Robin Read reviewed the Stakeholders and the Committee and Staff Interviews.

5. Follow Up Items

6. Ridership Stats

6.A

Review the August 2025, Ridership Stats.

The August 2025 Ridership Stats were reviewed.

7. Agenda Items

Two Interlocal Agreements between KVFR and KVH and two MOU's between Prestige Hearthstone and Mountain View Post Acute were approved pending updates to include additional language stating there are 3 Exhibits A, B and C attached to each amended agreement. *See Below.

7.A

Interlocal Agreement between KVFR and the City of Ellensburg.

* Updates were completed.

7.B

Interlocal Agreement between KVH and the City of Ellensburg.

*Updates were completed.

7.C

Prestige Hearthstone Amended MOU

*Updates were completed.

7.D

Mountain View Post Acute Amended MOU

*Updates were completed.

8. Marketing Updates

Current marketing updates were shared.

8.A



Labor Day Parade

9. Transit/Transportation Updates

9.A

Vantage Hwy. Pathway Consultant Selection Update.

Staff shared the status of Vantage Hwy. Pathway Consultant Selection.

9.B

Water Street Ribbon Cutting Ceremony Plan and Invite.

The Water Street Ribbon Cutting Ceremony is scheduled for October 10, 2025. All TAC members received an invitation to attend.

9.C

ADA project updates

Staff shared the status of the current ADA Transition Capital Projects.

9.D

Comp. Plan Transportation Chapter Update

Staff shared updates on the Comprehensive Plan Transportation Element along with construction updates and the status of current projects under design.

10. Member Updates

10.A

As time permits.

11. Next TAC Meeting

11.A

October 21, 2025.

12. Adjournment

The TAC Meeting ended at 4:43 PM.



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Utility Advisory Committee, Regular Meeting

September 18, 2025

3:30 PM

Council Chambers

501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call of Members

Chair Bousson called the meeting to order at 3:31 pm.

Members present: Nancy Lillquist, City Council; Delano Palmer, City Council; Jeff Bousson, CWU; Audrey Huerta, Utility Customer; Fred Springsteen, Utility Customer; Bryan Clark, KITTCOM (Zoom).

Also present: Buddy Stanavich, Energy Services Director; Kim Bowie, Operations Analyst; Nicole Baker, Energy Resources Manager; John Mooers, Rate Analyst (Zoom); Darin Yusi, Gas Engineer (Zoom).

Two members of the public, (1) via Zoom.

2. Approval of Agenda

Committee member Palmer moved to approve the agenda as presented. **Motion approved.**

5-0

3. Approval of Minutes

3.A June 18 UAC regular meeting minutes

Committee member Palmer moved to approve the regular meeting minutes. **Motion approved. 5-0**

4. Approval of Consent Agenda

No consent items.

5. Correspondence and Citizen Comments on Non-Agenda Items

Al Wood spoke about residential solar.

6. Electric, Natural Gas, and Telecommunications Discussion Items

6.A State Home Electrification and Appliance Rebates (HEAR) Program Grant

Staff informed the Committee on the completion of the HEAR grant program and answered questions. No motions were necessary.

6.B City of Ellensburg Decarbonization Planning Strategy Grant

Staff informed the Committee on the completion of the Decarbonization grant program and answered questions. No motions were necessary.

Committee member Palmer left the meeting.

6.C BPA - Provider of Choice Contract

Committee member Lillquist moved to forward a favorable recommendation to City Council authorizing the Mayor to sign the Provider of Choice contract with the Bonneville Power Administration. **Motion approved. 4-0**

7. Energy Services Updates

7.A Energy Services Updates

8. Commission Representative Update

Nancy Lillquist wanted to remind the Committee of the upcoming Clean Energy Implementation Plan workshop September 23rd.

9. Adjournment

Meeting adjourned at 4:52 pm

From: Marie Marchand <marie.marchand@ci.ellensburg.wa.us>
Sent: Monday, August 18, 2025 2:47 PM
To: Kelle Vandenberg <vandenbergk@ellensburgwa.gov>; Alex Eyre
<alex.eyre@ci.ellensburg.wa.us>; Jerald Dougherty
<jerald.dougherty@ci.ellensburg.wa.us>; Jeffrey Snedeker
<jeffrey.snedeker@ci.ellensburg.wa.us>; Matthew Wenz
<matthew.wenz@ci.ellensburg.wa.us>
Subject: Marie is moving!

Dear Kelle and Fellow Commissioners,

I wanted to let you know that I will be moving to Pasco, WA, on September 15th. As a result, I will be resigning from my service on the Ellensburg Arts Commission. I have enjoyed working with you in my roles as a commissioner and before that as the poet laureate. I will remain on the Arts Commission past October 15th so that I can review the poet laureate nominations and help make a recommendation to City Council. Hopefully it will work for me to join via Zoom for those meetings.

Thank you so much for your support and camaraderie in celebrating art, including the literary arts. I will miss you!

Warm regards,

Marie



Meeting Date: November 3, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Banking Services Agreement Amendment with U.S. Bank National Association
Submitted by: Jerica Pascoe, Finance Director
Department: Finance

Suggested Motion/Action:

Authorize the Mayor to sign Amendment 4 to the Banking Services Agreement between the City of Ellensburg and U.S. Bank National Association.

Background/Summary:

Cities are required to bank with a qualified public depository (RCW 39.58.080). In code cities, the bank is designated by the Council (RCW 35A.40.030). The City completed a request for proposals (RFP) in 2011 for banking services. The City previously signed a three-year contract beginning on January 1, 2012 and exercised the option to renew for up to two additional periods of one year each commencing January 1, 2015.

Previous Council Action:

Council approved a three-year contract beginning on January 1, 2012. Council approved Amendment 1, effective January 1, 2017; Amendment 2, effective January 1, 2020; and Amendment 3, effective January 1, 2023.

Analysis:

The treasury management consulting team for PFM Financial Advisors LLC (PFM) prepared an analysis of the City's pricing at U.S. Bank in 2022. It was determined the City is receiving excellent pricing from the bank for a relationship of this size. PFM would not expect much if any additional savings through an RFP process. City Staff prefer to continue using U.S. Bank National Association. U.S. Bank has provided high quality services within acceptable cost structures for the City. At the expiration of this agreement, the City may choose to negotiate a contract extension or renewal, or the City may choose to request additional proposals.

Financial Impact:

The fees will remain the same as the previous contract which began January 1, 2012.

Budget Adjustment: No

Attachments:

1. A101452-04-US Bank-Amd 4 to Banking Servies Agreement

**AMENDMENT 4 TO THE
BANKING SERVICES AGREEMENT
BETWEEN THE CITY OF ELLENSBURG
AND
U.S. BANK NATIONAL ASSOCIATION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between THE CITY OF ELLENSBURG (hereinafter called the "CITY") and U.S. BANK NATIONAL ASSOCIATION (hereinafter called the "U.S. Bank").

WHEREAS, the CITY entered into an AGREEMENT with U.S. Bank effective January 1, 2012 (the "AGREEMENT"); and

WHEREAS, the CITY desires to amend the AGREEMENT to extend the Contract Period; and

WHEREAS, Section 14 of the AGREEMENT provides that the AGREEMENT may be amended or modified by execution of an amendment signed by the parties; and

WHEREAS, the CITY entered into AMENDMENT 1 with U.S. Bank effective January 1, 2017; and

WHEREAS, the CITY entered into AMENDMENT 2 with U.S. Bank effective January 1, 2020; and

WHEREAS, the CITY entered into AMENDMENT 3 with U.S. Bank effective January 1, 2023; and

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

I. CONTRACT PERIOD

Section 6 of the original AGREEMENT is amended to read as follows:

The Banking Services Agreement is extended for a period of three years beginning on January 1, 2026. At the expiration of this Agreement, the City may choose to negotiate a contract extension or renewal, or the City may choose to request additional proposals.

Except as modified herein, the original AGREEMENT shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed Amendment 4 to the AGREEMENT as of the date and year first written above.

U.S. BANK NATIONAL ASSOCIATION

CITY OF ELLENSBURG

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

Christopher Horner, City Attorney



Meeting Date: November 3, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Award Bid Call 2025-13 Dry Creek 24" Water System Valve Replacement Project #25-118

Submitted by: Austin Nickerson, Civil Engineer

Department: Public Works

Suggested Motion/Action:

Move to award Bid Call 2025-13 to Belsaas and Smith Construction, Inc. and approve necessary budget adjustments.

Background/Summary:

The project was sent to six small works contractors for quotes on October 10, 2025. Three quotes were received on Thursday, October 23, 2025, for the above-mentioned project. The scope of work is for water utility improvements at two sites. Site 1 requires the removal and replacement of an existing 24" gate valve with a butterfly valve, backfill, and surface restoration. Site 2 requires backfill and surface restoration of a previously completed valve swap in 2022. Both sites will require traffic control and exterior coating of the concrete pipe.

Previous Council Action:

None.

Analysis:

The project was advertised, and bids were received as follows. Prices below include tax at 8.6%.

Contractor	Total Bid Amount w/ Tax
Belsaas and Smith Construction, Inc	\$77,974.80
Lowell's Cornerstone Construction, LLC	\$84,708.00
Hurst Construction, LLC	\$85,251.00
Mass X Construction, LLC	No Bid
Pro Grade Enterprises, Inc	No Bid
Reecer Creek Excavating	No Bid
Engineer's Estimate	\$65,268.60

The low bid, submitted by Belsaas and Smith Construction, Inc, is above the engineer's estimate.

Financial Impact:

The bid amount is above the \$20,000 budgeted in the 2025 Water Construction Budget. Additional work and materials were added to this contract. The Water Fund contains

adequate reserves to accommodate the necessary expenditure authority for this project.

Budget Adjustment: Yes

Attachments:

None



Meeting Date: November 3, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Approve a Collective Bargaining Agreement with IBEW Local 77
Submitted by: Lisa Young, HR Director
Department: Human Resources

Suggested Motion/Action:
Approve the Mayor and City Manager's signatures on the 2025-2027 Collective Bargaining Agreement with IBEW Local 77 as presented, including the necessary budget adjustments.

Background/Summary:
The current Collective Bargaining Agreement (CBA) with IBEW expired 12/31/2024. The original CBA term was 2021-2023; however, the term was extended by one (1) year when the City implemented a mid-contract market-based wage adjustment to improve recruitment efforts.

The Union and Management have negotiated a successor agreement, which has been approved by the Union members.

Previous Council Action:
Approval of the 2021-2023 CBA and mid-term MOU's to address specific issues, as well as ongoing support of Management's efforts to attract quality candidates and keep current employees engaged, in part, through competitive compensation and benefits.

Analysis:
Union and Management representatives initiated negotiations for a successor Agreement in October 2024. After fifteen (15) meetings, a tentative agreement was reached.

The primary modifications are as follows:

- Wages include a market adjustment of 2% with a Cost of Living Adjustment (COLA) of 3.5% for 2025, 3.5% for 2026, and 3.25% for 2027 with the possibility of an additional .75% if the average market comparable wage is higher (average of Chelan PUD, Grant PUD, Centralia Electric Utility and Port Angeles Electric Utility).
- Moving to a 4/10 work schedule and reducing the comp time cap to twenty-two (22) hours, which can be used to balance the 8-hour paid holidays without using other forms of paid leave.
- Implementation of a Kept On Salary (KOS) program for work-related injuries and illnesses.
- Significant language clean up to improve clarity throughout.

Financial Impact:

The estimated cost to implement the first year of the contract would be approximately \$80,000, including wages, benefits, and payroll costs if we were fully staffed. However, there are currently three vacant positions, so the actual cost for 2025 will be approximately \$46,000. New wages and 4/10 schedule will allow the City to attract candidates to fill our vacancies. The estimated additional cost for 2026 is \$34,000, and for 2027, \$54,000.

Budget Adjustment: Yes

Attachments:

1. CoE-IBEW CBA 01.01.25-12.31.27 - Final DocuSign

JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF ELLENSBURG AND

LOCAL #77 OF THE INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS

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A Collective Bargaining Agreement entered into by and between the City of Ellensburg, Washington, hereinafter called the City, and Local Union #77 of the International Brotherhood of Electrical Workers (IBEW), hereinafter called the Union.

ARTICLE 1. GENERAL CONDITIONS

Section 1.1. The City and the Union recognize that harmonious relations should be maintained between them and with the public. The City, the Union, and the public have a common and sympathetic interest in the progress of the electrical industry. All will benefit by continuous peace, and by adjusting any differences which may arise by rational, common-sense methods.

Section 1.2. The City is engaged in public service requiring continuous operation and it is agreed that the obligation of continuous service is recognized by the City and its employees who are members of the Union.

Section 1.3. Union Recognition and Dues.

Section 1.3.1. Exclusive Representation. The International Brotherhood of Electrical Workers, Local 77 ("Local 77") is the exclusive bargaining representative for all employees performing work covered by this Agreement.

Section 1.3.2. Membership Rights. All employees performing work covered by this agreement can choose whether to become a Local 77 Union member, an Agency Fee Payer (fair share payer), or a non-member.

Section 1.3.3. Payment Authorization. Employees who elect union membership will enter a separate dues checkoff agreement to be supplied by the Union. Employees who elect to be an Agency Fee Payer will enter a separate waiver and consent to payment of such fair share fees.

Section 1.3.4. Collective Support. To the extent permitted by law, all IBEW Local 77 members understand that dues and/or fees paid to Local 77 are necessary for the maintenance of the bargaining unit, ensuring enforcement of this Agreement, and the financial stability of the union to improve wages and working conditions generally. Unit members collectively agree that financial support to the Union is fair, necessary, and integral to the success of this Agreement. To the extent that anything in this paragraph is prohibited by a law, whether presently or in the future, it shall be enforceable.

Section 1.3.5. Payroll Deduction, Recurring Dues, and Initiation Fees. The Employer agrees to make monthly payroll deductions for: (1) initiation fees; (2) regular monthly union membership dues; (3) an assessment; (4) fair share dues from an Agency Fee Payer; and/or (5) any other authorized deduction to a fund established by the Union. The Employer will make these monthly payroll deductions upon receipt of written authorization from the employee on the form supplied by the Union. The Employer will supply monthly deductions with itemization to include the employee name, social security number/employee identification number, and amount of deduction. This information will be forwarded to Local 77 along with payment each month. The initiation fee, membership dues, assessment, fair share fees, and/or any fund contributions shall be in an amount specified by Local 77.

Section 1.3.6. Resignation of Union Membership. Any employee desiring to resign union membership with Local 77, to cease serving as an Agency Fee Payer, or otherwise cease payment

of monthly deductions must provide a signed, written, notice to the Union. The Union will establish a prescribed method for receipt of a written resignation. The Employer will not cease authorized monthly deductions until informed by the Union that the employee has resigned from membership.

Section 1.3.7. Employment Information. The Employer agrees to supply the Union the names of all "new hires," persons entering the bargaining unit, and/or performing work covered by this Agreement within one (1) month of hire/entry, and will include the employee's name, job classification, residence address, and phone number. The Employer will also provide the Union with reports in accordance with RCW 41.56.035.

Section 1.3.8. Access to New Members. In alignment with RCW 41.56.037, the Employer will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within ninety (90) days of such hire. The Employer will allow Local 77 up to one (1) hour to meet with such newly hired employees and/or workers entering the bargaining unit. The access can occur either during orientation or at a mutually agreed upon time between the Employer and the Union. the Union's right to meet with newly hired employees and/or persons entering the bargaining unit shall occur during the employee's normal working hours and at his or her usual worksite or a mutually agreed upon location.

Section 1.3.9. Notification When Outside Parties Seek Information. The Employer agrees that it will notify the Union within fifteen (15) days if it receives a request for information or public records request from a third-party or entity soliciting the names, addresses, personal information, or membership status of unit members. The Employer agrees to provide the Union a copy of such written request and/or a brief summary of any oral request. The Employer agrees not to challenge the Union's standing to assert privacy and/or other objections on unit members' behalf for such third-party requests for information or records.

Section 1.3.10. Severability. If any provision of this article is deemed legally invalid or unenforceable by judicial decree or legislation, the remaining provisions will remain in full force and effect.

Section 1.3.11. Indemnification and Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

Section 1.4. Discipline. In the interest of good service and proper conduct of its business, the City retains the right to exercise discipline based on just cause. Any employee covered by this Agreement who has been laid off, disciplined, or discharged shall be advised in writing of the reason or reasons for such action and the Union shall also be advised in writing of the reason or reasons for the action taken.

Section 1.5. Savings Clause. Nothing in this Agreement is intended or shall be used to violate any legal public requirement or safety standard. If, during the term of this Agreement, laws become effective which are in conflict with this Agreement, the parties shall amend such conflicting provisions only and all other provisions shall continue in full force and effect.

Section 1.6. The City agrees to recognize Local Union #77 of the IBEW as the sole and exclusive collective bargaining agency for all employees of the type and classifications covered by this Agreement.

Section 1.7. Inspections. A qualified Journeyperson shall be designated as Inspector and shall be assigned to inspect all energized, potentially energized, and non-energized work undertaken by contractors for the City of Ellensburg.

Energized or potentially energized work includes but is not limited to wire pulls, grounding, backfilling, setting of transformers, making up of elbows, and substation projects.

Non-energized work includes inspection of trenching or the installation/placement of vaults and conduit.

The Inspector will be responsible for ensuring that the contractor's work is constructed in accordance with the plans set forth by Engineering which are aligned with City standards, and accurately marking/noting any deviations to the plans. Should the Inspector notice that they are not following engineering specifications and/or standard installation practices, the Inspector will inform the contractor that they must make changes to comply. If the contractor does not comply, the Inspector will report the violation to the Light Engineering Division and/or the Light Operations Supervisor. The Inspector may not agree to contractor changes without discussing the change with Engineering.

The Inspector has the authority to correct or stop work for safety violations and/or in any case where continuation of work would lead to eminent safety hazards.

The City recognizes that inspection work, including both energized and non-energized inspections, is the jurisdiction of IBEW Local 77. However, to ensure operational continuity, the City may temporarily assign inspection of non-energized work to qualified personnel in the Light Engineering Department only under the following conditions:

- A staffing shortage exists due to leave, illness, or vacancies;
- Time-sensitive inspections must occur when bargaining unit Inspectors are engaged in higher-priority emergency or operational duties;
- Other limited circumstances where operational delays would significantly impact service delivery, as determined by the Energy Services Director or designee.

Any such assignment will be made only after good faith efforts have been made to utilize available bargaining unit members. Concerns regarding these assignments may be brought forward by Light Division employees to the Foreperson and/or Operations Supervisor for review.

Like all other Bargaining Unit work, inspections performed outside of normal work hours will be compensated at the overtime rate. However, it is understood between the parties that overtime is not to be used by the City as a reason not to have the Inspector on the job when needed. It is understood that the Inspector shall only be present when specific inspection work is required, and Management will make the final determination regarding when any Inspector should be present.

Section 1.8. No Strikes, Stoppages, etc. There shall be no strikes, work stoppages, slow-downs, interruptions, or other delays of work, of any nature, by bargaining unit employees, nor any lockouts by the City during the life of this agreement. The Union agrees to use its authority with its membership to effect continuous service to the City. Employees covered by this Agreement shall not be required

as a condition of employment to pass through a legal picket line recognized by Local #77 of the IBEW except where there is mutual agreement that a bona fide emergency exists. Nor shall any form of discipline be brought against any employee who shall refuse to pass through such picket lines.

Section 1.9. Residency. Employees covered by this Agreement shall as a condition of employment, maintain a primary residence within thirty (30) minutes response time from the Central Service Building when measured by complying with posted speed limits and verified by an online mapping system. (Also see Article 3.6 Callout.)

Section 1.10. Personal Protective Equipment (PPE).

1.10.1. PPE Allowance. Full-time employees covered by this Agreement shall be issued Personal Protective Equipment (PPE) allowance of \$775.00 annually by January 31. New employees shall be issued a PPE allowance of \$1,300.00 within one (1) month after hire. New employees hired in the last quarter of the calendar year, who receive their \$1,300 clothing allowance in the quarter of the year hired, shall not be eligible for the annual clothing allowance until the January following their one (1) year anniversary. Temporary employees are not eligible for the PPE allowance.

These amounts are inclusive of any tax/shipping/handling incurred by the employee. Items will be ordered through the City's approved clothing website that satisfies the WISHA/OSHA requirements for electrical worker safety. The purpose of the PPE allowance is for employees to purchase their choice of work shirts, jackets, coats, sweatshirts, vests, pants or any other article of clothing to be used for work. The annual PPE allowance shall be added to the employee's clothing allowance account with the City-selected clothing vendor in January each year.

1.10.1.1 Employees must use City paid-for or provided PPE when required by WISHA/OSHA rules and have it available on the truck or in their City locker when it is not required. At other times the employee may choose whether or not to use the City paid-for or provided PPE. As used herein, "City paid-for PPE" means any PPE purchased by the employee using the PPE allowance under 1.10.1 above.

PPE will be replaced by the employee as WISHA/OSHA requirements change, and repaired or replaced as they wear out, by use of the employee's annual PPE allowance.

Employees shall be responsible for cleaning all PPE. The City shall be responsible for any specialized cleaning/treatments to maintain WISHA/OSHA compliance as applicable.

1.10.2. Raingear. Newly hired employees shall be issued one (1) set of breathable fire resistant (FR) rain gear, which may include City and/or Department logos. If the employee chooses to add an IBEW patch, the IBEW patch shall be no larger than the City or Department logo and will be provided and attached by the employee. The patch must not reduce the effectiveness of the FR rating.

FR rain gear shall be repaired or replaced (if damaged beyond repair) by the City as determined by Management; notwithstanding the foregoing, FR rain gear shall be replaced by the City at least every five (5) years.

An employee may choose to utilize their own FR raingear, but it must comply with FR safety standards, and it may not include any logos or brands of other utilities or companies.

(FR raingear was replaced in February 2023 for all current IBEW employees, with their input on selection.)

1.10.3. Special Compensation. In lieu of a boot allowance, the City shall provide an annual payment equal to the Journeyperson rate for all hours compensated, multiplied by one and one-half percent (.015). Such payment shall be paid only to Forepersons, Servicepersons, Lineworkers, Meterpersons, Groundpersons, Apprentices and Electricians, and shall be paid in February of each contract year.

Section 1.11. Safety Gear and Tools.

1.11. Safety Gear. The City shall ensure that each Lineworker, Apprentice, and Serviceperson is equipped with the following within thirty (30) days of employment:

- One (1) fall arrest system
- One (1) set of hooks, belt, and safety straps
- One (1) Hi-Vis FR vest with the City's logo

Safety gear shall be replaced as necessary as a result of normal wear and tear.

1.11.2. Gloves. Four (4) pairs of leather working gloves per year will be provided to each regular full-time employee. New employees will be provided with one (1) pair until they satisfactorily complete their six (6) month trial period.

1.11.3. Tools. The City will ensure that each regular full-time employee has the tools necessary to perform their duties. A list of tools shall be established by mutual agreement between the Union and Management. Tools may be assigned to an employee but will remain the property of the City. Employees hired prior to October 1, 2024 shall be allowed to keep the tools that were purchased for them under past practice, except for any tools that were purchased within one (1) year prior to their resignation/retirement date.

Section 1.12. CDL. All Lineworkers employed shall continue to maintain a Class A Commercial Driver's License in order to be able to fulfill the minimum job requirements. The required physical exam necessary in order to maintain such license may be obtained at a City designated medical facility or as part of the employee's regular physical exam. If the employee chooses to use the City designated medical facility all costs will be paid by the City. If the employee chooses to use their own physician the City will reimburse the employee for any additional costs incurred for the CDL certification that are not paid for by insurance. All job descriptions shall include the requirement of a Commercial Class A Driver's License with Air Brakes. If an employee should lose their CDL for medical or legal reasons they shall have twelve (12) months from the date of loss to regain their CDL or be subject to dismissal; however, while the employee does not have a valid CDL they will not be part of the standby rotation. If the employee has a medical condition that would require ADA accommodation, it will be handled like any other ADA accommodation through the interactive process.

Section 1.13. Contracting Work. The Union may grieve contracting out of work as described in Article I, if such contracting involves work normally performed by the employees covered by this Agreement, and provided that such contracting is cause for the layoff of employees covered by this Agreement.

Section 1.14. Technology. In the event the duties of a particular classification change due to new technologies or future automation, the individuals within that classification shall be provided with adequate training to prepare them to carry out those duties while making use of the new technologies.

In the event a classification is added or changed as a result of technology or automation, it is the City's intent that the employee, during the term of this agreement, will continue to be represented by IBEW Local 77. Exceptions: electric meter reads associated with connects and disconnects and the hanging of door hangers shall be performed by non-IBEW members.

Section 1.15. Drug & Alcohol Testing. The Employer shall adopt and implement requirements and rules concerning drug and alcohol testing, as required by the Department of Transportation for persons possessing Commercial Drivers Licenses.

Section 1.16. Reorganization or Transfer (Successor Clause). In the event the Ellensburg City Council determines it would be in the best interests of the City to sell or otherwise transfer the functions of the Light Division performed by the bargaining unit to another entity, the City agrees it will adhere to the requirements of the state collective bargaining laws and provide IBEW Local 77 notice of the proposed sale or transfer and offer the Union an opportunity to bargain the effects of the sale or transfer. In the event of the reorganization or transfer of the functions of the City Light Division to another City department, the City agrees that any transferred employees, if they continue to perform functions previously performed in the Light Division, will continue during the term of this agreement to be subject to this agreement and representation by IBEW Local 77.

Section 1.17. Apprenticeship. Individuals who are placed into the Journeyman Lineworker or Journeyman Meterperson apprenticeship programs shall sign an Apprenticeship Agreement Form from the Washington State Apprenticeship and Training Council (WSATC) and shall enter into a repayment agreement which obligates the employee to work for the City after successfully completing the apprenticeship program paid by the City of Ellensburg, as follows: Journeymen who voluntarily leave City employment before completing one (1) full year of Journeyman employment with the City will repay the City one hundred percent (100%) of non-wage costs the City incurred. If the employee leaves City employment after one (1) year, but before the second full year as a Journeyman, the employee will be required to repay seventy-five percent (75%) of non-wage costs the City incurred on the part of the Journeyman while the individual was in the apprenticeship program. If the employee leaves City employment after the second year, but before the third full year as a Journeyman, the employee will be required to repay fifty percent (50%) of non-wage costs the City incurred on the part of the Journeyman while the individual was in the apprenticeship program.

Section 1.18. GPS. The City reserves the right to monitor the use of all City-owned wireless and GPS-enabled devices. The purpose of providing such equipment is to enable employees and supervisors with tools to assist in assigning, dispatching and monitoring the progress of work performed by those employees. Information from these devices may be used like any other evidence in cases involving safety concerns or allegations of employee misconduct but shall not be used for the sole purpose of monitoring employee performance. Such information can be used to confirm or deny specific allegations that could result in employee discipline.

ARTICLE 2. WORK WEEK/WORK HOURS, STANDBY, AND HEADQUARTERS

Section 2.1. Work Week and Work Hours.

- a. City pay period include hours worked between the 1st – 15th, and 16th – end of each month.
- b. Employee shall record their time to the nearest quarter hour.
- c. The regular work schedule shall be Monday through Thursday, or Tuesday through Friday, 6:30 AM to 5:00 PM, with a meal period of thirty (30) minutes to be taken between 11:30 AM and 1:00 PM, for the following positions:
 - Foreperson
 - Journeyman Lineworker
 - Serviceperson
 - Meterperson
 - Groundperson and/or Lineworker Apprentice
- d. **Four-Ten Schedule A** – When there are three (3) or fewer regular Lineworkers.
 - All positions will work Monday – Thursday, 6:30 AM – 5:00 PM.
 - The on-call person for the week would be the person called in to cover Friday reconnects, inspections, and other emergency work.
 - During the period of 8:00 AM to 4:30 PM on Friday, the on-call person will not receive the 2-hour minimum if called to perform work.
 - The on-call person would receive their regular rate of overtime pay, not subject to higher class pay (i.e., if a Lineworker is the on-call person and they are called in on Friday from 8:00 AM to 4:30 PM to perform work on Friday they will only be paid their Lineworker wages at the overtime rate).
- e. **Four-Ten Schedule B** – When there are four (4) or more Lineworkers.
 - All positions will work a 4/10 schedule, EITHER Monday – Thursday or Tuesday – Friday, 6:30 AM to 5:00 PM, with the following stipulations:
 - The Senior Serviceperson will be given the opportunity to select Monday – Thursday, or Tuesday – Friday. The least senior Serviceperson will work the opposite schedule.
 - The Serviceperson who works Monday – Thursday will be the first selected to help the Line Crew as needed. Additionally, to align with contractor work schedules, inspections will be typically performed by the Serviceperson working Monday – Thursday.
 - If the Serviceperson who works Tuesday – Friday is absent due to pre-approved leave with at least one (1) weeks' notice, the second Serviceperson may be required to cover the Friday shift absence at the discretion of the Operations Supervisor. This may be accomplished through mutual agreement of one of the following:
 1. Taking a different day off during the week and working Friday.
 2. Shifting the entire week to the Tuesday – Friday schedule

If neither of these options are chosen due to lack of mutual agreement, then the on-call person for the week would be the person called in to cover Friday reconnects, inspections, and other emergency work.
 - During the period of 8:00 AM to 4:30 PM on Friday, the on-call person will not receive the 2-hour minimum if called to perform work.

- The on-call person would receive their regular rate of overtime pay, not subject to higher class pay (i.e., if a Lineworker is the on-call person and they are called in on Friday from 8:00 AM to 4:30 PM to perform work on Friday they will only be paid their Lineworker wages at the overtime rate).
- The two Servicepersons may agree to a rotation, per the following example:

Serviceperson 4/10 Rotation for Tuesday through Friday Schedule*

Serviceperson Assigned	Month 1	Month 2	Month 3	Month 4
SP1	APR 2025	MAY 2025	JUN 2025	JULY 2025
SP2	AUG 2025	SEP 2025	OCT 2025	NOV 2025
SP1	DEC 2025	JAN 2026	FEB 2026	MAR 2026
SP2	APR 2026	MAY 2026	JUN 2026	JULY 2026
SP1	AUG 2026	SEP 2026	OCT 2026	NOV 2026
SP2	DEC 2027	JAN 2027	FEB 2027	MAR 2027

**If there is only one (1) Serviceperson employed, or for extended absences, defer to Schedule A.*

- f. Holidays will be paid at eight (8) hours; employees will be required to use their paid leave to make up the difference, or they may shift to a five-eight (5/8) work schedule during weeks when a holiday occurs.

Section 2.2. Standby.

A standby system is established by the City as described below. Service remains a priority, especially in emergency situations, and it is expected that when Lineworkers are on standby status, they will be prepared to be called at any time, and they will make every effort to respond to the incident location within thirty (30) minutes.

- (a) Temporary employees and employees in their six (6) month trial period are not eligible to participate in the standby rotation.
- (b) The on-call employee assigned to carry the cell phone shall be compensated at a rate of twenty (20) hours of pay for each week of on-call duty plus two (2) hours of pay for any of the eleven (11) listed holidays occurring during the time the employee is on standby.
- (c) Compensation can be taken as cash or converted to standby bank hours.
 - An employee's standby bank may not contain more than three hundred (300) hours. If the on-call employee's bank reaches three hundred (300) hours, any additional standby hours will be paid as regular wages until their standby bank has dropped below three hundred (300) hours. The bank may continue to be replenished up to the three hundred (300) hour max.
 - When a paid holiday falls on the standby rotation day, and the employees do not transfer the standby phone at the end of the day preceding the holiday, the employee starting standby on the holiday will receive the additional two (2) hours' pay; the employee ending standby does not receive the additional holiday pay.
- (d) Standby time shall mean that period of time between 8:00 AM Tuesday through 8:00 AM. of the following Tuesday when a qualified employee is not on regularly scheduled work hours but is required to be immediately available for performance of emergency work.
- (e) Standby time shall be equally rotated among all eligible employees. For the purpose of this section, persons on light duty status due to a medical condition shall not be placed back in

the standby rotation until the employee's attending physician approves return to full duty status.

- (f) Replacement of an employee on standby duty because of incapacity will be allowed. The crew shall determine who will take the standby duty, keeping in mind section (e) above. The replacement shall be paid at the rate established in subsection (b) above.
- (g) Incapacity to serve shall be reported immediately to the employee's immediate supervisor. Incapacity to serve shall be interpreted to mean excused from duty in accordance with the policy established for sick leave.
- (h) An employee scheduled to serve on standby on a specific date may be excused for compassionate reasons as long as at least twenty-four (24) hours' notice has been provided to the employee's immediate supervisor in advance of the scheduled standby, and that a suitable replacement is obtained.

Section 2.3. Headquarters. The established headquarters for the City of Ellensburg Light Division shall be at the Central Service Building for all of the employees covered by this Agreement.

ARTICLE 3. COMPENSATION

Section 3.1. Pay Dates. The City will pay employees at least twice monthly (the City reserves the right to move from semi-monthly to biweekly payroll if the Finance Director and City Manager determine it will improve payroll administration and/or improve business operations). If the designated pay day falls on Saturday, Sunday, or a holiday, the preceding business day shall become the pay day. Any errors in an employee's pay shall be corrected on the next paycheck, provided said error(s) is reported by the employee at least five (5) business days prior to issuance of the next check. Said reporting deadline is designed to allow for timely processing of the correction. Failure to meet the reporting deadline will delay the correction but will not result in forfeiture of an employee's right to claim an adjustment at a later date.

Section 3.2. Wage Schedule. The Wage Schedule for employees covered by this Agreement shall be as set forth in Exhibit A.

Section 3.3. Overtime. Employees covered by this section shall be allowed overtime at the rate of double time for all the time worked other than the regular hours.

The City shall assign overtime within a classification as equally as possible. When a crew is required to work overtime to complete its assigned project, the crew on the project will receive the overtime, including the Foreperson. A record of overtime assignments shall be kept and posted on the bulletin board by the Shop Steward every thirty (30) days.

Employees who are required to continue working after their regular shift shall receive overtime pay for all hours worked until they return to headquarters.

Section 3.4. Compensatory Time. For the purpose of this section, "compensatory time", or "comp time" refers to overtime hours placed into a comp bank.

- a. Temporary employees are not eligible for comp time.
- b. Employees may bank up to twenty-two (22) hours per year, with no replenishment, and no carryover. Any comp time not used during the year will be paid out in the employee's second January paycheck.

- c. Employees will be allowed to use accrued comp time to cover the two (2) hours not covered by holiday pay if working a four-ten (4/10) schedule.
- d. If not used for holidays, comp time may be used with approval of the Operations Supervisor. Use may be denied if the employee's absence creates a business hardship (unless the use is for a protected absence, such as FMLA).
- e. When utilized, compensatory time will be paid at the employee's current regular hourly rate.

Section 3.5. Show Time. Employees relieved from duty the first half of the day shall receive not less than one-half day's pay. If relieved after having been on duty more than one-half day, they shall receive a full day's pay, unless relieved at their own request on account of weather conditions.

Section 3.6. Call Out. Employees shall be compensated for not less than two (2) hours of work each time they are called out outside of their regular working hours. They shall be paid the overtime rate (double time) for such work from the time they begin their travel to work until the time they return home or to the place from where they were called. No pay shall be allowed while the employee is eating or sleeping. If employees are notified before leaving their regular daily work that they need to report for duty after regular working hours, they shall be paid only from the time they report to headquarters until the time they return to headquarters, but in no event shall they be paid for less than two (2) hours of work, compensated at the overtime rate.

Employees called out for duty less than four (4) hours before the beginning of the regular working hours shall be paid at the rate of double time (except the intermission for meals) from the time they begin their travel to work until the beginning of the regular working hours. Employees called out one (1) hour or less before the beginning of their regular shift shall not receive the two (2) hour call out guarantee set forth above. Regular hours following shall be at straight time.

Section 3.7. Rest Time/Return to Work.

3.7.1 Rest Period Eligibility. Employees are eligible for a rest period under the following conditions:

- Worked four (4) or more hours during the 8-hour period immediately before the start of their regular shift, OR
- Worked more than sixteen (16) consecutive hours.

3.7.2 Rest Period Requirements.

- Employees who qualify for a rest period must either:
 - Continue at the overtime rate (except during meal breaks); OR
 - Be relieved from duty for at least eight (8) consecutive hours of rest.
- Employees must return to work after the 8-hour rest period unless otherwise directed by the Supervisor.

3.7.3 Pay During Rest Periods. Rest Periods are paid as follows:

- If the rest period overlaps with the employee's regular shift:
 - The overlapping hours are paid at the straight-time rate for the regular shift.
- If the rest period does not overlap with regular shift hours:

- The rest period is unpaid.
- Should the employee wish to take additional leave time after the required 8-hour rest time they must obtain approval from their Supervisor and will be required to use their own leave time.

3.7.4 Call-Back During Rest Periods. Employees will not be called back to work during their rest period unless:

- There are at least 3 ½ hours remaining in the workday, OR
- The employee's Supervisor directs them to return to work due to:
 - An emergency, or
 - The need to complete a crew component so work can continue.

3.7.5 Special Pay Provisions for Call-Backs.

- If called back to work during a rest period that overlaps with the regular shift:
 - The rest period is paid at the straight-time rate.
 - Hours worked during the regular shift are also paid at straight-time.
- If called back to work during a rest period that extends beyond the regular shift:
 - The overlapping rest period is paid at straight-time.
 - Overtime pay applies to hours worked beyond the regular shift.

Section 3.8. Weather. When employees are ordered to report to work for a regular shift, but it is mutually agreed before the beginning of such shift that weather conditions are such that the employees cannot work, they shall receive one (1) hour's pay; provided, however, that during cases of emergency, crews may be ordered to work regardless of weather conditions.

The City recognizes during extreme weather conditions that employees will not be required to do hazardous work on live wires except in case of emergency.

Section 3.9. Mealtimes. When working overtime after the regular workday or when called out to work at night, Saturdays, Sundays, or holidays, the City will provide or pay employees for meals unless the employee returns to headquarters on or before mealtime. Mealtimes will be 6:00 am, 12:00 noon, 6:00 pm and 12:00 midnight. Meal allowance shall be equal to one-half (1/2) of the hourly Journeyperson wage rate and will be paid whether or not the meal is eaten. For callouts, the two-hour minimum is considered time worked; therefore, if the mealtime falls within the two-hour window the meal allowance will be paid.

Section 3.10. Rest Periods. Employees will be allowed thirty (30) minutes of rest period per day. Such time may be taken in the form of two (2) fifteen (15) minute breaks, one mid-morning and one mid-afternoon, or one (1) thirty (30) minute break either mid-morning or mid-afternoon with approval of the Operation Supervisor. Employees may not stop contractor work in order to take a rest period.

If two fifteen (15) minute breaks are taken it is preferred that they are taken at the jobsite unless the employee(s) are already at or enroute to the Central Service Building. If a (30) minute break is taken, it shall be taken at the Central Service Building and shall not exceed thirty (30) minutes in that location. Travel time will be excluded from the thirty (30) minute break, but it is expected travel time

will not normally exceed ten (10) minutes each way.

Section 3.11. Severance Pay. An employee with more than one (1) year's continued service, who is laid off due to lack of work, shall receive one (1) week's severance pay for every year of service.

ARTICLE 4. CLASSIFICATION CHANGES

Section 4.1. Higher Classification Pay. An employee placed on temporary assignment to a higher classification shall receive the prevailing rate of pay for the higher classification during the time so assigned; provided, the employee must perform at least one (1) hour of work at the higher classification to qualify for the higher classification pay.

Section 4.2. Foreperson or Serviceperson Absence.

In the absence of the bid Foreperson, upgrades to the Foreperson role will typically be assigned by seniority, depending on availability, within those employees that are in the Lineworker job title. In the event that no qualified journey level Lineworkers are available, Management can upgrade the most senior and available Serviceperson. Foreperson pay will only be provided for the hours of Foreperson work being completed, to the nearest hour, as assigned or approved by the Operations Supervisor.

In the absence of the bid Serviceperson, upgrades to the Serviceperson role will typically be done by seniority, depending on availability, within those employees that are in the Lineworker job title. Serviceperson pay will only be provided for the hours of Serviceperson work being completed, to the nearest hour, as assigned or approved by the Operations Supervisor.

Also see Article VI – Seniority Rules.

Section 4.3. When three (3) or more employees, two of whom are Journey level, are working on one specific job, one employee shall be the climbing leadworker (296-45-105 WAC), rated as Foreperson, and paid the applicable rate. If the bid Foreperson is one of the employees working together, the bid Foreperson shall be the only employee paid the applicable rate.

Section 4.4. When two (2) employees, one of whom is a Journey level, are working together, one employee shall be the person-in-charge (296-45-105 WAC), rated as Serviceperson, and paid the applicable rate. If the bid Serviceperson is one of the employees working together, the bid Serviceperson will be the only employee paid the applicable rate.

Section 4.5. Interdepartmental Assistance. Employees from other City departments who are not covered by this Agreement, and who perform work customarily performed by members of the IBEW Union shall be assigned to the Light Division for that period of time and paid at the applicable rate.

Section 4.6. New Classifications. When it is found necessary to add new classifications to this Agreement, the City and the Union shall meet to negotiate wages and conditions for said new classification.

ARTICLE 5. RECRUITMENT - PROMOTIONS

Section 5.1. Job Postings. For the purpose of this Article, job openings are defined as openings created by vacancy or by creation of a new classification.

The City shall post notices of all job openings on the bulletin board at the City Shop and shall email a copy to the Union's Business Representative and the Shop Steward. The job posting shall indicate the rate of pay, benefits, schedule, and if not a full-time regular position, the probable duration of the job. Vacancies shall be posted for at least five (5) working days. The City may elect to post the job externally to the public at the same time. After the minimum posting period has passed, the City will provide the Union's Business Representative a list of employees who have bid for the position.

Regular employees qualified to bid may submit a written bid application and it shall be the bid applicant's responsibility to provide all information in the bid which they feel demonstrates their qualifications for the position. An employee may bid from one classification to another but first consideration will be given to those employees within the same classification as the posted vacancy. An employee does not sacrifice future bidding rights through choosing to forego bidding rights for any particular posting.

It is the intent of the parties that employees governed by this Agreement may be advanced to the highest job position for which they possess the necessary qualifications in alignment with Article 6.2;; however it is agreed by the parties that the City retains the right to determine qualifications and to select the person best suited for the position.

If the City does not receive any qualified bids within the five (5) working day minimum posting period, the City may fill the job by hiring outside or by any other method deemed appropriate.

Section 5.2. Promotions. An employee who bids or is promoted into a position new to the employee will be provided a trial period of six (6) months from the effective date of the promotion. In the event a promoted employee does not successfully complete the trial period, the employee will be reassigned to the employee's former position. If the promoted employee's prior position was filled with a new employee, and such reassignment results in bumping causing a separation of employment, the "bumped" employee will be placed on a reinstatement list for the classification they were bumped from for twelve (12) months. The bumped employee is responsible for keeping their contact information updated with the Human Resources Department. If the bumped employee refuses reemployment, they will be removed from the reinstatement list.

ARTICLE 6. SAFETY RULES

Section 6.1. The Electrical Workers Safety Rules, as promulgated by the Department of Labor and Industries of the State of Washington, and as amended from time to time, are hereby adopted and incorporated as part of these rules and regulations, as if fully set forth herein. If the Washington State Safety Code does not cover a condition, the National Safety Code will be adhered to.

ARTICLE 7. SENIORITY

Section 7.1. Seniority in each classification shall be determined by length of service in each classification.

Section 7.2. Promotions. It is understood and agreed that in all cases of promotion, the following factors shall be considered, and where factor (1) is relatively equal, factor (2) shall govern; and where factors (1) and (2) are equal, factor (3) shall be used:

- (1) Knowledge, training, ability, and fitness for duty. Disciplinary action and/or performance

improvement plans may be considered only if they occurred within the twenty-four (24) months preceding the promotional decision.

- (2) Length of continuous service with the City of Ellensburg Light Operations Division.
- (3) Length of continuous service with the Light Operations Division, including years of service with other utilities in the classification being sought.

In cases where two or more employees began employment on the same day, the date of application for employment shall establish priority of position on the seniority list.

Section 7.3. The first six (6) months of employment shall constitute a trial period, which may be extended by mutual consent to a maximum of an additional six (6) months following written notification being made to the involved employee and Union. Seniority will not apply during a trial period. After completing the trial period, all names must appear on seniority lists as of the first date of employment.

ARTICLE 8. GRIEVANCE PROCEDURE

Section 8.1. Purpose and Exemptions. The purpose of the grievance process is to settle disagreements regarding the application of this Agreement at the lowest possible level, to prevent reoccurrence, and to promote harmonious relationships between employees and management. It is the desire of Management that concerns which may result in a grievance are discussed with the Operations Supervisor immediately to address any potential misunderstanding or miscommunication that may have occurred.

A grievance may only be filed when the employee believes a violation of any term or condition of this Agreement has occurred. The following items are exempt from the grievance procedure:

- Grievances filed beyond the timelines stipulated below.

Section 8.2. Procedure. Any grievance which may arise shall be resolved by the following procedure. "Working days" do not include weekends or holidays recognized in Article 11. The time limits may be extended by mutual written agreement.

- Step 1. An employee having a concern which the employee feels could be a grievance shall bring up the matter with the Shop Steward or their designee, and they shall bring the matter to the Operations Supervisor within ten (10) working days of the concern giving rise to the grievance, or from the date when the alleged violation should have been known to the employee, or it shall be deemed waived. The grievance shall be supported by documentation which includes a description of the grievance and the section(s) of the Agreement that the employee believes have been violated, and the remedy being sought. The supervisor shall have ten (10) working days to respond from the date of the meeting with the employee and the Shop Steward when the grievance was presented.
- Step 2. In the event the grievance is not settled satisfactorily by the above procedure within ten (10) working days from when it was discussed with the Operations Supervisor, the grievance shall then be submitted to the Department Director in writing and will include the specific section(s) of this Agreement allegedly violated and the remedy being sought. The City will meet with the Union's Representative or their authorized designee and the employee within ten (10) working days, and the grievance will be answered within ten (10) working days of the meeting.
- Step 3. If Step 2 does not settle the grievance to the satisfaction of the Union, then the matter may

be submitted to the City Manager within ten (10) working days of the Department Director's response. The grievance must be submitted in writing and will include the specific section(s) of this Agreement allegedly violated and the remedy being sought. The City will meet with the Union's Representative or their authorized designee, and such grievance shall be answered by the City Manager within ten (10) working days of the meeting.

Step 4. If Step 3 does not settle the grievance, then the matter may be submitted to mediation through the Public Employment Relations Commission (PERC) within ten (10) working days of the City Manager's response, and if mediation does not achieve a resolution of the grievance within thirty (30) calendar days after commencement of mediation, then the matter may go to arbitration pursuant to Article 8. "Commencement of mediation" means the first date upon which a mediation session is initiated.

ARTICLE 9. ARBITRATION

Section 9.1. There may be a difference of opinion as to the interpretation of this Agreement and it is the desire of the parties hereto to have these adjusted as quickly and efficiently as possible, and to this end the following rules shall apply:

- A. All disputes between the Light Department and the Union concerning provisions of this Agreement not settled as provided by Article VII of this Agreement, may be disposed of by arbitration in the manner and form hereinafter provided.
- B. Either party may give notice of his/her intention to arbitrate. Notice of intent to arbitrate must be sent in writing to the other party within thirty (30) days of the commencement of mediation as provided in Article 7.1 (Step 4).
- C. An arbitrator may be selected by mutual agreement of the parties. In the event the parties cannot agree on the selection of an arbitrator within ten (10) calendar days, the moving party shall request a list of nine (9) qualified arbiters from the Federal Mediation and Conciliation Service (FMCS).
- D. Upon receipt of such list, selection shall be made by alternate striking with the moving party striking first.
- E. The arbitrator shall not have the power to amend, modify, alter or subtract from this Agreement or any provision thereof.

Section 9.2. It is understood by both parties the arbitration hearings will be conducted in as short a time as possible and the Arbitrator shall designate the time and place of the hearing, preferably in Ellensburg, Washington, and shall cause due notice thereof to be given. Each party shall be given the opportunity to appear in person and/or by attorney, to produce witnesses and cross-examine. The Arbitrator shall pass on the admissibility of the evidence. Each of the parties hereto agrees to produce all its books, records or documents or any other material or certified copies thereof, which in the opinion of the Arbitrator is relevant to the issue in dispute.

Section 9.3. The award of the Arbitrator shall be final and conclusive on the parties. Both parties agree that from the inception of a dispute, pending the selection of the Arbitrator, and pending the award of the Arbitrator, the subject matter of the controversy shall not be changed and the status quo shall in all respects be maintained. It is further agreed that each party shall bear the cost of its case presentation and that the cost of the Arbitrator shall be borne equally by the parties hereto.

ARTICLE 10. SICK LEAVE, DISABILITY LEAVE, BEREAVEMENT LEAVE, LEAVE LAWS

Section 10.1. Sick Leave. All regular employees shall accrue sick leave and be entitled to use accrued sick when they are incapacitated and unable to perform their duties due to sickness, injury or when, through exposure to contagious diseases, the presence of the employee on the job would jeopardize the health of others, or for care of a family member identified in the Washington Paid Sick Leave Act, RCW 49.46.210, and providing further that:

- (a) Sick leave shall accrue at the rate of eight (8) hours per month and if not used shall continue to accrue without limit.
- (b) No sick leave shall accrue during a leave of absence without pay.
- (c) Sick leave shall be paid at the employee's regular base rate.
- (d) Employees are required to give ten (10) days' notice of a need to use sick leave, or as early as practicable to do so. If the need for leave is unforeseeable, notice shall be given as soon as possible before the required start of the shift. If the employee is unable to do so, another person can provide notice on employee's behalf. When an employee is absent for a period in excess of three (3) consecutive workdays, the City may require that the employee obtain and submit a doctor's statement to the Human Resources Department. If required by the City, the employee must provide verification within ten (10) calendar days of the initial absence.

Section 10.2. Sick leave benefits shall begin with the first day of absence and continue to the maximum sick leave accrued. Whenever an employee is utilizing vacation or other forms of paid leave, and wishes to utilize their sick leave, for a qualified purpose during that period, the employee must send prompt notice of qualified use to the Operations Supervisor and conform to all requirements pertaining to sick leave. Hours authorized as sick leave shall not be charged against the employee's original authorized leave bank.

Section 10.3. Employees will be provided notice of their current sick leave balance each payroll on their paystub/direct deposit statement.

Section 10.4. Employees shall not be entitled to compensation for any unused sick leave upon termination of employment.

Section 10.5. Kept On Salary (KOS)

10.5.1 Purpose.

This program provides a period of "Kept On Salary" (KOS) paid administrative leave for employees who are unable to work due to a job-related injury or illness, and who qualify for Workers Compensation benefits through the Washington State Department of Labor & Industries (L&I). This benefits the employee by providing continuous compensation and benefits, and may help reduce the financial impact to the City created by timeloss payments that are charged to the City's L&I Experience Modification Rate.

10.5.2 Scope.

This is a temporary pilot program. The sustainability of the program will be evaluated by the City every six (6) months, and may be discontinued at the sole discretion of the City. If discontinuation is necessary, the employee would receive State-approved L&I timeloss compensation and will have a choice of participating in the Supplemental Workers Compensation program, or using their paid leave, or taking an unpaid leave of absence.

10.5.3 General Guidance.

Washington State law allows an Employer to continue to continue to pay an employee the wages they were earning at the time of a workplace injury or industrial illness in lieu of the employee receiving temporary total disability, also known as timeloss compensation, through the State Workers Compensation Program.

10.5.4 Procedure.

When an employee initiates a workers compensation claim that is accepted by L&I, the City will notify their Third-Party Administrator (TPA) for workers compensation that the City will continue to pay the employee's wages (i.e., keep them on salary) for up to thirty (30) days. The City's TPA will calculate the employee's wages following the State's guidelines for timeloss payments, including any special pay, premium pay, patterns of overtime, etc. normally due to the employee. This amount will be paid to the employee following the City's regular pay schedule. Should a validated discrepancy occur between the TPA calculation and L&I's wage calculation, notification will be provided to the employee (by email or interoffice letter), and an adjustment will be processed with the next available payroll cycle.

The employee will be kept on salary without using any benefits described in RCW 51.32.090(8) which do not meet the definition of kept on salary, including: Holiday Pay, Vacation Pay, Sick Leave, Bereavement Pay, Shared Leave, Severance Pay, Paid Time Off, etc. When a paid holiday occurs during a KOS period, the employee will be allowed to take the holiday at a later date. The employee's leave accruals and health benefits will continue uninterrupted, and the leave will not constitute a break in seniority.

After thirty (30) calendar days, if the employee must remain off work due to their work-related injury or illness, the City will review the L&I claim with their TPA. In most cases, the KOS will end at that time; however, if the City and their TPA determine that extending the KOS administrative leave would be beneficial (i.e., the employee may be released to work soon), the City will notify the employee in writing (by email or inter-office letter) and will continue to provide KOS pay. When KOS ends, the employee would begin to receive State-approved L&I timeloss payments and will have a choice of participating in the Supplemental Workers Compensation program, or using their paid leave, or taking an unpaid leave of absence.

KOS may end *prior to* thirty (30) days if any of the following apply:

The employee's doctor certifies that the employee is able to return to work full-duty or is able to return based on the employee's doctor-approved modified-duty assignment, or

The employee separates from employment.

Section 10.6. Supplemental Workers Compensation (SWC)

10.6.1 Purpose.

Employees who are unable to work due to a job-related injury or illness, and who qualify for Workers Compensation benefits through the Washington State Department of Labor & Industries (L&I) are eligible for the Supplemental Workers Compensation (SWC) program. It is intended to ensure that employees receive continuous pay without the use of any benefits described in RCW 51.32.090(8) which do not meet the definition of kept on salary, including: Holiday Pay, Vacation Pay, Sick Leave, Bereavement Pay, Shared Leave, Severance Pay, Paid Time Off, etc.

10.6.2 Scope.

This program is available to all employees covered by this Agreement.

General Guidance.

This program is intended to begin once Kept on Salary (KOS) has ended but the employee is still unable to return to work. Participation in this program is voluntary.

Under no circumstances will this program last more than five (5) months from the 30th day of KOS. After SWC ends, the employee will continue to receive L&I timeloss as approved by the State and will have access to their paid leave accruals, or may take a leave of absence without pay.

10.6.3 Procedure.

When an employee cannot return to work at the end of the KOS period, but the employee still qualifies for workers compensation, the employee will begin receiving State-approved L&I timeloss. The City's TPA will calculate the difference between the wages established for KOS and the calculation for the L&I timeloss payment, using the State's guidelines for timeloss payments. If the employee elects to participate in the SWC program, this amount will be paid by the City as SWC following the City's regular payroll cycle as a supplement to L&I timeloss. Should a validated discrepancy occur between the TPA calculation and L&I's wage calculation, notification will be provided to the employee (by email or interoffice letter), and an adjustment will be processed with the next available payroll cycle.

The supplemental pay will also be available if the employee is released to work but with limited hours (i.e., they can only work four (4) hours per day). The calculation will be provided by the City's TPA.

The SWC pay will end prior to the end of the six (6) month maximum period if one of the following occurs:

- The employee's doctor certifies that the employee is able to return to work full-duty or the employee is able to return based on the employee's doctor-approved modified-duty assignment, or
- The employee separates from employment during the supplemental pay period.

If the employee does not wish to participate in the SWC program, they will receive their State approved L&I timeloss compensation and will have access to their paid leave if they wish to use it. They may also choose to enter an unpaid leave of absence with the City while receiving L&I timeloss.

10.6.4 Compliance & Communication.

All leave taken under a worker's compensation claim, including KOS and SWC, will be designated as FMLA if the federal eligibility criteria are met. The City will comply with all family and medical leave laws.

Nothing in this section shall be construed to limit an employee's rights under the Americans with Disabilities Act (ADA) or the ADA Amendments Act (ADAAA). The City will comply with all applicable disability laws.

Unpaid leave of absence or time compensated by L&I timeloss will reduce or stop leave accruals and ancillary benefits (health benefits will continue while the employee is on FMLA). KOS, SWC, unpaid leave of absence, or any time compensated by L&I timeloss may not be considered compensable hours under DRS. The City will follow DRS reporting requirements. Employees may purchase service credits by contacting DRS.

This section pertains to an employee's health and medical records and the City will comply with all privacy requirements. As such, any employee who wishes to share information regarding their workers compensation claim or health status with their Union Representative may choose to do so; however, the City will not include the Union Representative in any communication regarding workers compensation or the employee's health without the express written request and consent of the employee.

Nothing in the section prevents the City from freely communicating with their TPA regarding the employee's workers compensation claim or status, or requesting an Independent Medical Exam (IME) in accordance with L&I's rules and regulations.

Section 10.7. Bereavement. Employees will be allowed five (5) days off with pay due to a death in an employee's immediate family. Such time will be deducted from the employee's paid leave of choice, including sick leave.

10.7.1. Notification. Notification of absence due to bereavement shall be given as soon as possible.

10.7.2. Any absence beyond the initial five (5) day limit shall require prior approval of the Operations Supervisor. If approved, this leave may also be charged to the employee's sick leave accrual, or any other leave accrual the employee has available.

10.7.3. Any unauthorized use of sick leave as outlined in this section, except as provided under the WPSL law, is not eligible for charge to the sick leave accruals and may result in disciplinary action.

10.7.4. "Immediate family" includes the following: spouse; Washington State Registered Domestic Partner; or any of the following (including biological or through marriage, adoption, foster, step, legal guardian, in loco parentis and de facto): parent; child (regardless of age); sibling; grandparent; grandchild; or any relative who lives in the employee's home. With the approval of the Operations Supervisor, employees may be granted use of leave to attend the funeral of another City employee.

Section 10.8. Leave Laws. The Employer and the Union recognize the applicability to this Agreement of all federal and state laws related to protected leave for employees to care for themselves and/or their families. This includes but is not limited to: Industrial Insurance, the Washington Paid Family & Medical Leave Act, the Federal Family and Medical Leave Act of 1993, the Americans with Disabilities Act, Washington Law Against Discrimination, Military Leave requirements, etc. The Employer will comply fully with these Acts, and an employee may take leave as is provided by them and/or by this Agreement. This recognition does not reduce any additional benefit which may be available to an employee from this Agreement. If there is a difference in the benefits available, an affected employee may take leave as is provided by either State or Federal law or by this Agreement.

ARTICLE 11. HOLIDAYS

Section 11.1. Paid holidays shall be as follows:

- | | |
|-----------------------------|----------------------------------|
| 1 New Year's Day | 7 Labor Day |
| 2 Martin Luther King JR Day | 8 Veteran's Day |
| 3 Presidents' Day | 9 Thanksgiving Day |
| 4 Memorial Day | 10 Native American Heritage Day |
| 5 Juneteenth | 11 Christmas Day |
| 6 Independence Day | 12 Four (4) Employee Choice Days |

When one of these recognized holidays falls on a Saturday, the preceding Friday shall be observed as the holiday and when such holiday falls on Sunday, the Monday following shall be observed as the holiday.

Section 11.2. Employee Choice Days. Employee may take any regularly scheduled workday providing the

day has been requested and approved by the Operations Supervisor at least two (2) working days in advance of the day chosen.

Employee Choice Days are pro-rated based on the number of days employed in a calendar year.

Days employed in calendar year:	1-90	91-180	181-270	271-365
Employee Choice Days:	1	2	3	4

Employees may utilize their available Employee Choice Days during their trial period with prior approval of the Operations Supervisor.

ARTICLE 12. VACATION

Section 12.1. Accrual. Regular full-time employees shall be entitled to vacation with pay according to the following schedule:

Years of Continuous Service, Inclusive	Rate of Accrual per Month, Hours	Working Hours per Year
1 – 3	8	96
4 – 8	10	120
9 – 13	12	144
14 – 18	14	168
19 – 24	16	192
25 and over	20	240

12.1.2. No vacation leave shall accrue during a leave of absence without pay.

Section 12.2. Vacation Use.

12.2.1. New employees. New employees may not use their vacation for the first ninety (90) days unless approved upon hire as documented in the written offer letter.

12.2.2. Vacation Requests. Requests for vacation must be approved in advance by the Operations Supervisor. Requests may be denied if they create a business hardship due to critical staffing shortages, essential operational needs, or special projects requiring specific expertise. However, approval shall not be unreasonably denied.

To ensure adequate planning and minimal disruption to operations, vacation requests shall be made according to the following timeframes:

- Vacation requests of one (1) week or more shall be submitted in advance, at a minimum, according to the following schedule:
 - One (1) week of vacation – request must be made at least two (2) weeks in advance.
 - Two (2) weeks of vacation – request must be made at least four (4) weeks in advance.
 - Three (3) or more weeks of vacation – request must be made at least six (6) weeks in advance and must be approved by both the Operations Supervisor and the Department Director.
- Vacation requests of less than one (1) week (fewer than four consecutive workdays) shall

be made with at least as much notice as the duration of the requested leave (1:1 ratio).
Example:

- A one-day vacation request requires one (1) day advance notice.
- A three-day vacation request requires three (3) days’ advance notice.

Requests for vacation may be considered outside of these timeframes under special circumstances or when vacation is being used for qualifying reasons under the Washington Paid Sick Leave Law.

Failure to adhere to these timelines may result in denial or partial approval; however, requests will be reviewed in good faith, and operational feasibility will be assessed on a case-by-case basis.

Section 12.3. New Hire Vacation Credit. Newly hired Journey level employees may request to have their “years of service” adjusted to credit up to ten (10) years of prior service (year for year) if the employee’s previous employment over the last ten (10) years meets both of the following requirements:

1. Previous journey level employment was with an electric utility(s) and/or for a contractor(s) serving the electric utility industry.
2. Previous journey level job classification(s) had essentially the same qualifications as the employee’s position with the City.

The employee requesting such vacation accrual adjustment will be required to provide documentation confirming the employee’s prior employment and job classification(s) which will be verified by the City prior to approving the adjustment. If approved, the adjustment will occur with the next full pay period and shall not be applied retroactively. If the City cannot verify the employment within fifteen (15) business days of receiving documentation from the employee, it will notify the Union.

Section 12.4. Vacation Carryover. Vacation time may be carried into the subsequent year, up to a maximum of 240 hours. Employees are encouraged, but not required, to take five (5) days of vacation in succession.

Section 12.5. IBEW Bank Days. In addition to regular vacation time, the employer agrees to provide four (4) additional days per year per covered employee in a separate “bank days” bank which may be used by the employee with approval of the Operations Supervisor, or it may accrue until the employee separates from employment. Each year this leave shall be credited to each covered employee's leave bank immediately following December 31st or upon termination of City employment, provided that these additional bank days shall be pro-rated for employees who have not worked a full calendar year. Pro-ration shall be calculated as follows:

Days employed in calendar year:	1-90	91-180	181-270	271-365
Additional vacation bank days:	1	2	3	4

New employees hired during the last half of the year shall not be credited bank days until they have successfully completed their trial period. Once they have completed their trial period, they will be credited the number of bank days they would have earned during the trial period.

ARTICLE 13. LIFE, HEALTH, VEBA, AND DISABILITY INSURANCE BENEFITS

Section 13.1. Life Insurance. The City agrees to pay the full premium cost for \$150,000 of life insurance coverage for each employee.

Section 13.2. Long-Term Disability. The City agrees to pay the full premium cost for a long-term disability plan for each employee.

Section 13.3. Short-Term Disability. The City will make available a short-term disability plan with premiums paid in full by the employees.

Section 13.4. Medical, Dental, Vision, EAP. The City agrees to provide medical, dental, vision, and employee assistance program (EAP) benefits to regular full-time employees and their dependents, equal to that provided for non-union employees, with premiums paid by the City at ninety percent (90%). The employees shall, by payroll deduction, pay that portion of the premiums not paid by the City.

Section 13.5. Section 125. In accordance with IRS Section 125 guidelines, the City will offer employees the option to have their portion of the insurance premiums deducted from their pay on either a pre-tax or post-tax basis.

The City will default to premium contributions deducted on a pre-tax basis under the City's IRS Section 125 Cafeteria Plan. This allows employees to reduce their taxable income, which may result in lower federal income tax, Social Security tax, and Medicare tax.

Alternatively, employees may choose to have their premium contributions deducted on a post-tax basis, allowing for more flexibility in managing their taxes and potentially impacting their eligibility for certain tax credits or deductions.

Section 13.6. HRA-VEBA. The City will maintain a VEBA Health Reimbursement Arrangement (HRA) plan and recognize IBEW Local 77 as a collective bargaining group ("Group"). Each employee shall be a member of the IBEW VEBA Group and will have an individual VEBA account. The Employer will contribute \$150 per month (\$75 per pay period).

For 2025, the City will contribute an extra \$50 per month (\$25 per pay period), to each full-time employee's VEBA account to help with any additional out-of-pocket costs associated with moving the City's health benefits to the Association of Washinton Cities, including the Asuris 250 medical plan.

Additionally, for the length of the contract, the City will contribute to each eligible employee's VEBA in the amount of \$400 annually. The payment will be made in December. Upon separation from City employment, a prorated amount will be paid based on the number of whole months worked in the year of separation.

Each year in late November or early December, the Group will hold an annual vote to determine what percentage of the members' accrued bank days and vacation days will be contributed to VEBA at retirement or separation of a Group member. The members' bank day and vacation balances will be reduced commensurately upon retirement or separation.

ARTICLE 14. MANAGEMENT RIGHTS

Subject to the limitations stated in this Agreement, or in any other agreement between the City and the Union, the City retains the exclusive right to operate and manage its business, including, but not limited to, the right to determine the methods and means by which its operations are to be carried out, to direct the work force, and to conduct its operations in a safe and effective manner. Nothing herein is intended to diminish the obligation of the City to bargain with the Union nor will this section operate to diminish the rights of any employee or group of employees covered hereby.

ARTICLE 15. UNION BUSINESS

Section 15.1. The members of the Union Negotiating Committee, no more than one (1) in number, shall be granted leave from duty without any loss of pay for all meetings between the Employer and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which any such members are scheduled to be on duty.

Section 15.2. A bulletin board will be made available to the Union in a convenient location in the Employer's place of business. The Union will consult with Management about items to be posted on the bulletin board.

Section 15.3. With permission of the City Manager or their designee, the Business Representative of the Union shall be allowed admission to the City's place of business at any reasonable time during regular working hours for the purpose of investigating conditions existing on the job.

Section 15.4. The Union shall have the right to set up its regular shop steward machinery, but no more than one (1) steward shall be selected by the Union to act as steward, and the employee so chosen shall be certified in writing to the Employer. The certified steward may investigate and discuss grievances with individual employees and such investigations will generally take place during City time. The Union's Business Representative or certified steward shall notify the Operations Supervisor and/or the Department Director in advance of such investigations, or as soon as practicable.

Section 15.5. Union Leave. An employee elected or appointed to perform business for Local Union No. 77 may take unpaid leave, not to exceed five (5) days per month and twelve (12) days per year.

ARTICLE 16. TERM OF AGREEMENT AND AMENDING PROCEDURE

Section 16.1. Term. The term of this agreement shall be from January 1, 2025 through December 31, 2027. Negotiations for renewal of this Agreement shall begin with written notification by either party to the other at least sixty (60) days before the termination date of this Agreement.

Section 16.2. Amendments. It is the intent of the parties that this contract is closed to further consideration of wages, benefits, and conditions of employment during the life of the Agreement. Should the parties agree that an amendment is necessary to correct any defect, or to resolve a specific issue that would be detrimental if left unaddressed, any changes or amendments to this Agreement shall be in the form of a Memorandum of Understanding and duly executed by the Union and City Council; however, no changes or modifications will be retroactive.

ARTICLE 17. AGREEMENT APPROVAL

Section 17.1. Agreement is approved by the City of Ellensburg and the International Brotherhood of

Electrical Workers (IBEW).

Dated this _ day of _____, 2025.

For the Union

For the City

DocuSigned by:

Rez Habner

10/27/2025

Business Manager, IBEW

Date

Mayor

Date

Kelly Schmitt

Business Representative, IBEW

10/27/25

Date

City Manager

Date

EXHIBIT A
IBEW/City of Ellensburg CBA 2025-2027

Pay Schedule effective January 1, 2025 through December 31, 2027

		2025*	2026	2027*
CLASSIFICATION	%	5.50%	3.50%	3.25%
Line Foreperson	114	75.19	77.83	80.36
Working Foreperson	114	75.19	77.83	80.36
Serviceperson	107	70.58	73.05	75.42
Lineworker	100	65.96	68.27	70.49
Meterperson	100	65.96	68.27	70.49
Electrician	100	65.96	68.27	70.49
Equipment Operator	85	56.07	58.03	59.92
Meterperson's Helper I	60	39.58	40.96	42.29
Meterperson's Helper II	65	42.87	44.38	45.82
Meterperson's Helper III	70	46.17	47.79	49.34
Meterperson's Helper IV	75	49.47	51.20	52.87
Meterperson's Helper V	80	52.77	54.62	56.39
Head Groundperson	82.5	54.42	56.32	58.15
Groundperson I (first six months)**	60	39.58	40.96	42.29
Groundperson II (through 12 months)	65	42.87	44.38	45.82
Groundperson III (through 18 months)	70	46.17	47.79	49.34
Groundperson IV	75	49.47	51.20	52.87
Apprentice I	75	49.47	51.20	52.87
Apprentice II	78	51.45	53.25	54.98
Apprentice III	80	52.77	54.62	56.39
Apprentice IV	82	54.09	55.98	57.80
Apprentice V	86	56.73	58.71	60.62
Apprentice VI	90	59.36	61.44	63.44

*** WAGES**

- Effective January 1, 2025: 5.5% increase [3.5% COLA + 2% MARKET] (\$65.96)
- Effective January 1, 2026: 3.5% increase (\$68.27)
- Effective January 1, 2027: 3.25% increase (\$70.49) Employees may also receive a market adjustment in addition to the GWI, depending on a comparative analysis of wage rates at certain other utilities. Whether the hourly wage increase on January 1, 2027, will include this additional market adjustment depends on the following factors:
 - The City will complete a comparative market analysis on or before January 1, 2027, using data available for wage rates effective January 1, 2027, from the following four (4) utilities: Chelan PUD, Grant PUD, City of Centralia, and City of Port Angeles.
 - The market average will be calculated as the simple (unweighted) mean of each utility's published hourly Journeyman Lineman wage rate effective January 1, 2027.
 - If one or more of the identified utilities have not completed bargaining before or by January 1, 2027, the City will implement any applicable market adjustment once the final utility has ratified its rate in effect for 2027.
 - However, if only a single utility remains unsettled and it appears likely that the eventual rate would not materially change the average sufficient to alter an additional adjustment, the City will not delay implementation and will apply the additional adjustment, up to .75%, effective January 1, 2027.
 - If one or more utilities remain unsettled by the end of November 2027, the City will use the data available from the settled utilities to apply any additional market adjustment, up to .75%, to prevent carrying the 2027 wages into the 2028 fiscal year.
 - If the City of Ellensburg's Journeyman Lineman wage rate effective January 1, 2027 (including the 3.25% GWI), is below the market average, the percentage difference will be applied as a one-time market adjustment—up to a maximum of 0.75%—effective January 1, 2027. This results in a combined increase of up to 4.0% for 2027 wage calculations.
 - Any market adjustment under this section applies only for the period January 1, 2027, through December 31, 2027.

Examples:

- If the market average is 1.1% higher than the City's rate (after the 3.25% GWI), employees will receive the 3.25% GWI + 0.75% market adjustment (4.0% total).
- If the market average is 0.5% higher, employees will receive the 3.25% GWI + 0.5% market adjustment (3.75% total).
- If the market average is lower than the City's rate, only the 3.25% GWI applies.

**** GROUNDPERSON.** The Employer has discretion to offer a higher wage to a Groundperson I applicant based on the applicant's previous training and experience.

The rates for Temporary Journeyman Lineworker shall be based on the NECA/Local 77 Agreement. The rates for other temporary employees shall be the same as for regular employees in the same classification plus \$0.50/hr. in lieu of benefits.

The Memorandum of Understanding approved 03/04/2024 regarding the Meterperson's participation in the JATC Apprenticeship Program remains in effect.

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.

Jerica Pascoe

Digitally signed by Jerica Pascoe
Date: 2025.10.28 09:38:08 -07'00'

AUDITING OFFICER

DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **3RD DAY OF NOVEMBER 2025**. 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	171935	TO	172090	\$ 1,577,169.90
EFT #'s	7661	TO	7681	\$ 602,742.99
Treasure Cash				Total Amounts
EFT #'S	1427	TO	1453	\$ 511,182.57
Check #'s	34456	TO	34468	\$ 1,843.44
Payroll Fund				Total Amounts
Check #'s	96488	TO	96497	\$ 7,362.83
Direct Deposits	88511	TO	88760	\$ 561,057.94

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



Meeting Date: November 3, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Public Hearing (Legislative)- Review of Ordinance 4975, 2025 Land Development Code Amendments (First Reading) (Public Comment Opportunity)

Submitted by: Stacey Henderson, Planning Manager

Department: Community Development

Suggested Motion/Action:

Conduct the Public Hearing and approve first reading of Ordinance 4975 amending Ellensburg City Code Title 15, Land Development Code, as found in Exhibit A.

Background/Summary:

The City of Ellensburg is initiating a land development code (LDC) amendment cycle pursuant to ECC 15.250.100. Amendments to the Land Development Code require a Type V process which includes a recommendation from the Planning Commission to City Council on the proposed amendments. The Planning Commission held a public hearing on October 9, 2025. Their recommendations are incorporated into the proposed ordinance, Exhibit A, and are listed in the analysis of this report.

The proposed 2025 ECC Title 15 Land Development Code Update includes four main focuses and revisions to many sections and chapters of Title 15, all with the intention of completing requested updates, required updates, and code clean up. This update includes two citizen-initiated amendments: ECC 15.250.010 a proposed exemption to temporary use permits, and ECC 15.260.180 a proposed repeal and replace of the binding site plan section. This update also includes Community Development Staff and State initiated updates to add co-living housing options, and code clean-up in multiple sections correcting contradictions, adding clarifying language, and rectifying timeline requirements. All the proposed amendments are attached as one cohesive code update document, Exhibit A.

Application P25-108: Binding Site Plan Repeal and Replace

Mitch Williams has submitted a Land Development Code amendment application that proposes repealing the existing binding site plan provisions contained in ECC 15.260.180 and replacing them with new language. According to the application, the current code is confusing and has conflicting provisions. Additionally, the existing code does not provide for binding site plans in the Planned Unit Development zoning district.

A binding site plan is an alternative method of land division that is authorized by RCW 58.17.035. Binding site plans may only be used for industrial or commercial uses, lease of mobile homes, tiny houses, travel trailers, or condominiums. For binding site plans to be used to divide land, local governments must adopt procedures for their review and approval. Ellensburg City Code (ECC) 15.260.180 contains provisions for dividing land via the binding

site plan process. These provisions were originally adopted in 2013.

RCW 58.17 has previously been amended to allow binding site plans for the divisions of land for the purpose of lease of tiny houses and travel trailers, but this is not reflected in current code. Additionally, the Washington State Legislature adopted Engrossed Substitute Senate Bill (ESSB) 5611 in 2025, which broadens the definition of commercially zoned property to include properties zoned for multifamily housing. Staff has included these legislative updates in the proposed amendment. As written, the proposed binding site plan amendment would:

- Simplify the applicability section.
- Remove internal code conflicts.
- Allow for binding site plan approval of existing developments, including planned unit developments.
- Allow for an administrative final binding site plan process in accordance with RCW 58.17.035.
- Update binding site plan procedure provision for consistency with legislative amendments to RCW 58.17.

Application P25-033: Temporary Use Exemption

Eric Engmann, on behalf of DR Horton, submitted a Land Development Code amendment application proposing to allow temporary model home and real estate sales offices to be exempt from ECC 15.250.010: Temporary Use Permit processes and requirements.

The intention of the temporary use permit section is for the City to be able to permit a use within the City on private property on an interim basis, without requiring full compliance with the LDC, or by which the City may permit seasonal or transient uses not otherwise permitted. Currently, there are several criteria by which a proposed temporary use is evaluated, including:

1. The temporary use will not be detrimental to public health, safety, or welfare, nor injurious to property and improvements in the immediate vicinity of the subject temporary use.
2. The temporary use is not incompatible in intensity and appearance with existing land uses in the immediate vicinity of the temporary use.
3. Adequate parking is provided for the temporary use and, if applicable, the temporary use does not create a parking shortage for the existing uses on site.
4. Hours of operation of the temporary use are specified.
5. The temporary use will not create noise, light, or glare which would adversely impact surrounding uses and properties.

According to the application, many jurisdictions have special allowances for temporary model home and real estate offices for residential subdivisions. Although the use is temporary, the need for these offices can last longer than most typical temporary uses, conflicting with the current Ellensburg City Code limit being 60 days with a one-year extension possibility.

The applicant provided examples from other jurisdictions that allow this specific temporary use, emphasizing that these offices are intended to be removed and reverted back to the

residential use once the development is complete and the homes are sold. Based in part on these submitted examples, City staff drafted more detailed provisions with the general intent to place sideboards on time and siting of these proposed exempt temporary uses.

Prior to the planning commission hearing, and after forwarding the code draft, the applicant requested a minor revision to staff's draft amendment, which staff incorporated into the planning commission meeting record.

HB 1998 Co-living Housing Requirements

In 2024, the Washington State Legislature passed HB 1998, which is now reflected in RCW 36.70A.535, which requires Cities and Counties to adopt regulations allowing co-living housing by the end of 2025. Co-living housing allows for renting units that may have a private or shared bathroom and have shared kitchen facilities. (They may offer a kitchenette but not a full kitchen, distinguishing them from efficiency or studio units.) The legislation includes specific provisions for where co-living housing needs to be allowed, which is any lot that would allow for six or more multifamily units and include provisions for density calculations and parking requirements. The general standard is no more restrictive than multifamily housing. One local example of this type of development is the Verge (within the urban growth area but not the City), where tenants rent sleeping units around a shared living and kitchen area.

On September 10, 2024, the Affordable Housing Commission reviewed the proposed changes and recommended them for approval to the Planning Commission and City Council.

Code Clean Up

The proposed code cleanup items amend existing elements of Title 15 that currently contain internal contradictions or vagueness, particularly for review procedures, timelines, and noticing. Staff has diligently noted gaps in the code that lack clarity, contradict other sections of the code, or need process improvement. It is important to ensure that the Land Development Code is clear and understandable, to ensure smooth development and permit review for staff and the community.

A description of all of the proposed code amendments, including the proposed code cleanup items, is included in the attached Exhibit E.

Washington State Department of Commerce Review, SEPA Review, and Notice of Public Hearing

The City issued a SEPA Notice of DNS on October 2, 2025, with the public comment period ending October 23, 2025. No public comment was received. The proposal was also sent to Commerce on September 18, 2025, with the 60-day review ending on November 18, 2025. Notice of the October 9, 2025 Planning Commission Public Hearing was published in the Daily Record on September 25, 2025 in accordance with ECC requirements.

Previous Council Action:

Council approved the 2025 City of Ellensburg Long Range Work Program, as presented by Community Development, at the February 18, 2025 regular Council meeting. These four proposed Land Development Code amendments were included in the approved long-range

work program, as item 1(b) includes addressing HB 1998 required housing updates, item 1(d) includes review and processing of citizen-initiated code amendments, and item 1(f) includes housekeeping code amendments as identified by staff during the year.

Analysis:

Application P25-108: Binding Site Plan Repeal and Replace

The existing binding site plan procedures in ECC 15.260.180 were adopted by Ordinance 4656 in 2013. Since then, the provisions in this ordinance have never been used. One application was received in 2018, but was deemed incomplete and the application never proceeded beyond that point. This indicates that the existing binding site plan provisions may be overly complicated. The proposed amendment consisting of repealing the existing provisions and replacing with new language would simplify the binding site plan procedures, allow for binding site plans of existing developments, create an administrative final binding site plan process in accordance with RCW 58.17.035, and include language consistent with legislative amendments, including ESSB 5611. Proposed binding site plans would be required to follow established land division procedures and meet applicable development regulations contained in the Ellensburg City Code.

Planning Commission Recommendation:

The Planning Commission recommends approval of the proposed Land Development Code amendment to repeal the text of existing section ECC 15.260.180 and replace with the proposed text as found in Exhibit A, and did not propose any amendments to the draft as presented by staff.

P25-033: Temporary Use Exemption

The existing Temporary Use Permit procedures in ECC 15.250.010 includes a 60-day expiration limit, which can be shortened by the director or extended for up to one year. These permit applications go through a Type II review process, meaning there is opportunity for public comment and review, completed by all city departments. Proposed residential temporary sales offices or display units will be exempt from temporary use permitting, but still required to be reviewed and approved through other applicable development requirements, such as building and public works.

Planning Commission Recommendation:

The Planning Commission recommends approval of the proposed Land Development Code amendment to add a temporary use exemption, as found in Exhibit A. This recommended approval includes minor amendments to:

- Revise the draft terminology as proposed by DR Horton in section (E)(1), to read *"No more than one lot may be utilized for such temporary use within a subdivision permitting single-family residences, limited to a period not to exceed three years from recording the final plat of the subdivision or the phase intended for the temporary use."*
- Strike requirements for a minimum number of lots or dwelling units for exempt temporary display or sales office.
- Strike "leasing office" from proposed text.

- Revise text to provide the same 3-year timeline for multifamily ownership dwellings as proposed for subdivisions.

HB 1998 Co-living Housing Requirements

Recommended changes to the following sections are required for compliance with RCW 36.70A.535 by the end of 2025. (If appropriate changes are not adopted, the RCW requirements would supersede City code provisions.) The proposed updates are required, and do not go beyond the required language but seek to integrate this housing type with clarification that it will be treated the same as multifamily housing. Therefore, staff recommends approval of the proposed Land Development Code amendments regarding co-living housing.

Planning Commission Recommendation:

The Planning Commission recommends approval of the proposed Land Development Code amendments to incorporate co-living housing options per HB1998, as found in Exhibit A. This approval included minor amendments to:

- Add a “kitchenette” definition to ECC 15.130.110.
- Include reference to for-sale dwellings in the “co-living housing” definition.

Code Clean Up

Recommended changes to the remaining code sections regarding the code cleanup are extensive, but largely procedural and not substantive in nature. This cleanup addresses many code provisions, including review procedures, timelines, and noticing. Staff has provided new or slightly revised definitions for existing regulated uses that lack clear definitions, and other code amendments to correct inconsistencies with other sections of the code. Formatting needed to be addressed in places, in addition to clarifying the applicability of existing provisions and procedures. Descriptions of the proposed code cleanup amendments with rationale can be found in attached Exhibit E.

Planning Commission Recommendation:

The Planning Commission recommends approval of the proposed Land Development Code amendments for the code cleanup, as found in Exhibit A. This approval included minor amendments to:

- Remove the proposed language that would restrict phasing to long subdivisions only, to allow permitted phasing for all subdivisions, including short subdivisions. ECC 15.260.080 and ECC 15.260.170(c).
- Add to note 5 of table 15.310.040-2 that multifamily leasing or management offices are permitted for R-H multifamily dwellings on the property.
- Revise “Private Parking Lot” in table 15.310.040-2 to only allow conditional use approval in C-H and RC-MU instead of permitted use as staff proposed.
- Retain note 11 for R-H side yard instead of striking as originally proposed, found in table 15.320.030.
- In section 15.320.080, add requirement for 5-foot minimum property line separation for rear yards in subsections C and D to account for DADU's.

- In 15.540.040(C)(2), add clarifying language that 15-foot DADU separation from the principal unit is considered a yard for the purpose of projections pursuant to 15.320.080.

Recommendation:

The decision criteria that Council must consider are set forth in ECC 15.250.100(C) as follows:

- i. The amendment is in accordance with the [comprehensive plan](#); and
- ii. The amendment will not adversely affect the public health, safety or general welfare; and
- iii. The amendment is not contrary to the best interest of the citizens and property owners of the [city](#). [Ord. 4656 § 1 (Exh. O2), 2013.]

The Planning Commission has forwarded a recommendation that the City Council adopt the ECC Title 15 amendments, with the suggested edits as stated. After review, staff finds that the amendments as found in attached Exhibit A are in accordance with the comprehensive plan, will not adversely affect public health, safety or general welfare, and are not contrary to the best interest of the citizens and property owners of the city. Therefore, staff recommends approval of the amendments as found in Exhibit A.

Financial Impact:

None

Budget Adjustment: No

Attachments:

- 1. EXHIBIT A Ordinance 4975
- 2. EXHIBIT B P25-033 DR HORTON APPLICATION
- 3. EXHIBIT C DR HORTON CORRESPONDENCE
- 4. EXHIBIT D P25-108 MITCH WILLIAMS APPLICATION
- 5. EXHIBIT E - LDC Amendments Summary Table

ORDINANCE NO. 4975

AN ORDINANCE RELATING TO THE CITY OF ELLENSBURG LAND DEVELOPMENT CODE, BEING TITLE 15 OF THE ELLENSBURG CITY CODE: AMENDING CHAPTER 15.110 “PURPOSE/AUTHORITY/INTERPRETATION”; AMENDING CHAPTER 15.130 “DEFINITIONS”; AMENDING CHAPTER 15.210 “PERMIT REVIEW PROCESS “TYPES””; AMENDING CHAPTER 15.220 “PERMIT REVIEW PROCEDURES”; AMENDING CHAPTER 15.230 “GENERAL PROVISIONS FOR PERMIT APPLICATION HEARINGS AND APPEALS”; AMENDING CHAPTER 15.250 “REVIEW AND DECISION CRITERIA FOR CERTAIN PERMITS”; AMENDING CHAPTER 15.260 “SUBDIVISIONS”; AMENDING CHAPTER 15.280 “ELLENSBURG LANDMARKS REGISTER AND PROCEDURES”; ADDING CHAPTER 15.285 “MURALS”; AMENDING CHAPTER 15.310 “PERMITTED USES”; AMENDING CHAPTER 15.320 “BUILDING SETBACK AND INTENSITY STANDARDS”; AMENDING CHAPTER 15.340 “INDEX OF SUPPLEMENTAL USE CRITERIA”; AMENDING CHAPTER 15.390 “REGIONAL RETAIL OVERLAY ZONE STANDARDS”; AMENDING CHAPTER 15.420 “SUBDIVISION DESIGN AND BLOCK STRUCTURE”; AMENDING CHAPTER 15.500 “AMENDING CHAPTER 15.520 “SITE PLANNING AND DESIGN ELEMENTS”; AMENDING CHAPTER 15.540 “HOUSING TYPE STANDARDS”; AMENDING CHAPTER 15.550 “OFF-STREET PARKING”; AMENDING CHAPTER 15.570 “LANDSCAPING”; AND STRIKING TITLE 15, DIVISION VII IN ITS ENTIRETY.

WHEREAS, in recent years the Washington State Legislature has passed a number of pieces of legislation regarding growth management, housing regulations and local project review, and the City has adopted ordinances amending the Land Development Code to implement requirements and preemptions thereto; and

WHEREAS, over time certain amendments to the Land Development Code have established internally inconsistent provisions relating to project permit review, and the applicable standards and procedures thereto; and

WHEREAS, the City has received requests to amend provisions of the Land Development Code relating to temporary uses of land, and to binding site plans as an alternative method for subdivision; and

WHEREAS, the City desires to provide appropriate regulations for uses of land and definitions thereto, including as required under the Revised Code of Washington (RCW) 36.70A.535 pursuant to 2024 Engrossed Substitute House Bill 1998 for co-living housing; and

WHEREAS, the City desires to modernize submittal requirements for certain project permit applications; and

WHEREAS, RCW 58.17.140 allows for a consistent time period of review of all preliminary subdivisions including short subdivisions, which are considered projects under RCW 36.70B.020 and subject to determinations of completeness pursuant to RCW 36.70B.070; and

WHEREAS, RCW 36.70B.080 provides that certain administrative project permit decisions must be issued within 65 days of their application being determined complete, and that other project permit types are also subject to timelines for issuance of decisions; and

WHEREAS, RCW 36.70B.110 provides for flexibility in methods of public notice between categories of permits, requires an extended administrative appeal period for project decisions issued concurrently with certain State Environmental Policy Act (SEPA) threshold determination notices, and requires local procedures for administrative interpretation of land use regulations; and

WHEREAS, RCW 36.70B.130 requires that notices for project permit decisions be provided to parties who have provided substantive comment or requested notification; and

WHEREAS, RCW 36.70B.140 allows local regulations to exclude administrative project permits from certain noticing requirements under the Local Project Review Act; and

WHEREAS, RCW 36.70A.622 requires certain jurisdictions to allow tandem parking for residential land uses without a distinction between dwelling types; and

WHEREAS, the City desires conformity between separate and related provisions within the Land Development Code, and greater formatting clarity for applicability of its existing provisions;

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

Section 1. The recitals set forth above are hereby adopted as the findings of the City Council and are by this reference incorporated herein as if set forth in their entirety.

Section 2. Section 15.110.060 of the Ellensburg City Code, as last amended by Ordinance 4935, Section 2, is hereby amended to read as follows:

15.110.060 Roles and responsibilities.

- A. The elected officials, appointed commissions, hearing examiner, and city staff share the roles and responsibilities for carrying out the provisions of the LDC.

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- B. The city council is responsible for establishing policy and legislation affecting land use within the city. The city council acts on recommendations of the reviewing body in legislative and quasi-judicial matters.
- C. The planning commission is the designated planning agency for the city as specified by state law. The planning commission is responsible for a variety of discretionary recommendations to the city council on land use legislation, comprehensive plan amendments and certain quasi-judicial matters.
- D. The hearing examiner is responsible for certain quasi-judicial decisions designated by this title and the review of administrative appeals.
- E. The landmarks and design commission is the designated body responsible for certain quasi-judicial and legislative decisions established by this title relating to properties identified as being on the Ellensburg landmarks register.
- F. The director shall have the authority to administer the provisions of the LDC, to make determinations with regard to the applicability of the regulations, to interpret unclear provisions, to require additional information to determine the level of detail and appropriate methodologies for required analysis, to prepare application and informational materials as required, to promulgate procedures and rules for unique circumstances not anticipated within the standards and procedures contained within the LDC, to decide all requests for non-landmarks register departures from the city's design standards (see ECC 15.210.060 for "departure" provisions), and to enforce requirements.
1. Where a proposed use of land is not specified in ECC Chapter 15.310 or defined in ECC Chapter 15.130, the director shall have the discretion to determine the use of land in this Title most closely related to that proposed in making determinations of requirements thereto.
2. Administrative code interpretations are appealable under provisions of ECC 15.230.040(A).
- G. The rules and procedures for proceedings before the hearing examiner, appointed review bodies, and city council are adopted by ordinance and available from the city clerk's office and the department.

(Ord. No. 4935, § 2, 12-18-2023; Ord. 4656 § 1 (Exh. O2), 2013)

Section 3. Section 15.130.010 of the Ellensburg City Code, as last amended by Ordinance 4951, Section 2, is hereby amended to read as follows:

15.130.010 A definitions.

Accent lighting means any luminaire that emphasizes a particular object or draws attention to a particular area for aesthetic purposes.

Accessory building means a subordinate building that is physically detached from the main building, the use of which is incidental and related to that of the main building use on the same lot. See ECC 15.320.110 for related standards.

Accessory dwelling unit means a self-contained residential unit that is accessory to a ~~single-family dwelling principal unit~~ on a lot and may be added to, created within, or detached from the ~~primary single-family dwelling principal unit~~. An accessory dwelling unit has its own bathroom, kitchen facilities, living and sleeping areas, though it can share other features with the ~~single-family dwelling principal unit~~ including the yard, parking, or storage. For the purpose of this Title, accessory dwelling units are not calculated for dwelling unit density and are not considered a multifamily use. See ECC 15.540.040 for special ADU design provisions.

Accessory structure means a structure which is incidental and subordinate to the principal building and shall not be used as a dwelling or accessory dwelling. Accessory structures must be on the same property as the building or use to which they are accessory. Examples of accessory structures may include fences, enclosed stair landings, storage sheds, and similar structures. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

Accessory use means on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure. See ECC 15.310.030 for special accessory use provisions.

Administrative decision means any decision made by the decision-maker. This includes decisions on code interpretation related to permit applications, and decisions as to whether or not permit applications meet the standards for any project that requires a decision.

Adult family home means a residential home in which a person or persons provide personal care, special care, room and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services.

Affordable housing unit means, for the purpose of ECC 15.330.020, housing reserved for occupancy by eligible households and affordable to households with annual incomes below 80 percent of the regional median income, adjusted for household size, and no more than 30 percent of the monthly household income is paid for monthly housing expenses. Housing expenses for ownership housing include mortgage, property taxes, property insurance, and homeowner dues. Housing expenses for rental housing include rent and appropriate utility allowance.

Agriculture means the use of land for farming, dairying, pasturing and grazing, horticulture, floriculture, viticulture, apiaries, animal and poultry husbandry, Christmas trees not subject to the excise tax imposed by RCW 84.33.100 through 84.33.140, finfish in upland hatcheries, and accessory activities, including, but not limited to, storage, harvesting, feeding or maintenance of equipment, but excluding stockyards, slaughtering or commercial food processing.

Airport means, for the purpose of chapter 15.350 ECC, the Kittitas County Airport (Bowers Field).

Airport elevation means, for the purpose of chapter 15.350 ECC, 1,766 feet above mean sea level.

Airport overlay zone, as established in chapter 15.350 ECC, shall include the runway protection zone, inner safety zone, inner turning zone, outer safety zone, sideline zone, and the airport operation zone as depicted on Map "B," "Safety Zones" and numbered Zones 1 through 6, respectively, and shall also encompass the area identified within 14 CFR Federal Aviation Regulation (FAR), Part 77, as amended and depicted on Map "A," "Part 77."

Airport surface means, for the purpose of chapter 15.350 ECC, a surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface along the same slope as the approach zone height limitation slope set forth in ECC 15.350.030. The perimeter of the approach surface coincides with the perimeter of the approach zone.

Alley means a thoroughfare which has been dedicated or deeded to the public for public use and which affords a secondary means of access to abutting property in most cases.

Alter or *alteration*, for purposes of the LDC, means any construction or remodeling which modifies all or part of the exterior appearance of a building, structure, or site, including but not limited to addition, removal, or replacement of architectural features; redesign of building components; change or substitution of existing materials; change of paint color; and site improvements. For purposes of chapter 15.240 ECC, nonconformance, "alter" or "alteration" shall be as defined in chapter 15.240 ECC. For purposes of ECC title 3, buildings and fire, "alter" or "alteration" shall be as defined in the International Building Code and International Residential Code.

Alteration means any change of copy, sign face, color, size, shape, illumination, position, location, construction, or supporting structure of any sign.

Alteration of watercourse means any action that will change the location of the channel occupied by water within the banks of any portion of a riverine waterbody.

Apartment means any building containing three or more dwelling units.

Appeal, administrative. An “administrative appeal” means an appeal of a Title 15 decision or determination from a city decision-maker that is heard by a city appeal body.

Appeal, closed record. A "closed record appeal" means an administrative appeal on the record to a local government body or officer, including the legislative body, following an open record hearing decision on a project permit application when the appeal is on the record with no or limited new evidence or information allowed to be submitted and only appeal argument allowed. The appeal may be granted or granted with modifications if the appellant proves that the decision of the decision-making body is not supported by a preponderance of the evidence or is clearly erroneous. In all other cases, the appeal shall be denied. In the appeal consideration, substantial weight shall be accorded to the decision-maker's decision.

Appeal, open record. An "open record appeal" means an administrative appeal of a Type I or II decision that creates the city's record through testimony and submission of evidence and information under procedures prescribed by the city by ordinance or resolution. An open record appeal hearing may be held only if there has been no open record pre-decision hearing held on the project permit application.

Applicant means any person, firm or corporation, other entity or authorized representative undertaking an application for a development proposal, permit, or approval.

Approach, transitional, horizontal, and conical zones, for the purpose of chapter 15.350 ECC, are set forth and defined in ECC 15.350.030.

Area of shallow flooding means a designated zone AO, AH, AR/AO or AR/AH (or VO) on a community's flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. Also referred to as the sheet flow area.

Area of special flood hazard means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. Designation on flood insurance rate maps always includes the letters A, AO, AH, A1-30, AE, A99, AR (V, VO, V1-30, VE). Definitions of each zone are established by the Federal Emergency Management Agency (FEMA). "Special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard."

Art, performing arts, or recording studio means a space where physical or digital media artists draft, create, display or sell works of art, where performance art productions are rehearsed or performing artists train, or a facility whose principal use is the production of audio or video recordings.

Articulation means the giving of emphasis to architectural elements (like windows, balconies, entries, etc.) that create a complimentary pattern or rhythm, dividing the large buildings into smaller identifiable pieces.

Arts commission means the city arts commission created in Chapter 1.33 ECC.

ASCE 24 means the most recently published version of ASCE 24, Flood Resistant Design and Construction, published by the American Society of Civil Engineers.

Auto fueling means a commercial use of land where customers obtain fuel for personal vehicles, not to include heavy service truck stops.

Auto sales means a commercial use of land for the display and sale of personal vehicles and similar products.

Average gross floor area means the gross floor area of a building divided by the number of floors.

Awning means a covering structure constructed of canvas, cloth, or other flexible material projecting horizontally from and attached to a building.

(Ord. No. 4951, § 2, 12-16-2024; Ord. 4878 § 2, 2021; Ord. 4807 § 2, 2018; Ord. 4803 § 1, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 4. Section 15.130.030 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 3, is hereby amended to read as follows:

15.130.030 C definitions.

Cafe means a commercial establishment whose principal use is the on-premise preparation of beverages and food items for customers, including those serving alcoholic beverages on-premise incidental to primary use, such as coffee houses, tea shops, drive-through coffee stands, and similar uses.

Cannabis, for the purpose of chapter 15.370 ECC, means all parts of the plant Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. For the purposes of this title, "cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. The term "cannabis" includes cannabis products and useable cannabis.

Cannabis products, for the purpose of chapter 15.370 ECC, means products that contain cannabis or cannabis extracts, have a measurable THC concentration greater than three-tenths of one percent, and are intended for human consumption or application, including, but not limited to, edible products, tinctures, and lotions. The term "cannabis products" does not include useable cannabis. The definition of "cannabis products" as a measurement of THC concentration only applies to the provisions of this title and shall not be considered applicable to any criminal laws related to marijuana or cannabis.

Cemetery, columbarium or mausoleum means a public or private use of land for the interment of human remains.

Certificate of appropriateness or *COA* means the approval issued by the landmark and design commission indicating the commission has reviewed the proposed changes to a landmarks register property or within a landmarks register historic district and certified the changes as not adversely affecting the historic characteristics of the property which contribute to its designation. See chapter 15.280 ECC.

Certified local government or *CLG* means a local government certified by the Washington State Historic Preservation Officer as having established its own historic preservation commission and a program meeting federal and state standards. See chapter 15.280 ECC.

City means the incorporated city of Ellensburg, county of Kittitas, state of Washington, and its appointed or elected officials.

City clerk means the city clerk of Ellensburg or his/her designee.

Class of properties eligible to apply for special valuation in the city of Ellensburg means only those properties listed on the Ellensburg landmarks register, or the National Register of Historic Places, or properties contributing to an Ellensburg landmarks register historic district, which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in chapter 84.26 RCW. Also see chapter 15.280 ECC.

Closed record hearing means a final decision hearing by a local government body or officer, including the legislative body, following an open record hearing on a project permit application which results in a pre-decision recommendation being made by that government body or officer. The closed record hearing is based on the record developed in the pre-decision open record hearing, with no or limited new evidence or information allowed to be submitted and the final decision is issued based on that record.

Co-living housing means a residential development with sleeping units that are independently owned or rented and lockable, and provide living and sleeping space, and residents share kitchen facilities, and may share bathroom facilities, with other sleeping units in the building.

Community garden means an open space with a series of garden plots that are used by residents of a development. It can also be a publicly accessible open space for use by residents of the neighborhood or city. The plots can be used to grow flowers, vegetables, herbs, or other plants. See ECC 15.520.030(E)(5) for community garden standards associated with multifamily developments.

Community residential facility means a facility that provides, on a regular basis, personal care, including dressing and eating and health-related care and services for at least five, but not more than 15 functionally disabled persons and which is not licensed under chapter 70.128 RCW. A residential care facility shall not provide the degree of care and treatment that a hospital or long-term care facility provides.

Comprehensive plan means the long-range plan used as a guide for the physical, economic, and social development of Ellensburg, as adopted by the Ellensburg city council on March 19, 2007, including all subsequent amendments thereto, Ordinance No. 4474, 2007.

Conditional use means a use which may be appropriate on a specific parcel of land within a given zoning district under certain conditions, but which is not appropriate on all parcels within the same zoning district. Such conditional uses may be permitted in such zoning districts, but only if specific provision for such conditional use is made in this title. See ECC 15.250.040 and division III.

Conference center means an establishment developed primarily as a meeting facility, including only facilities for recreation, overnight lodging, and related activities provided for conference participants.

Conical surface means, for the purpose of chapter 15.350 ECC, a surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 feet upward to each one foot outward for a horizontal distance of 4,000 feet.

Cooperative means a group of more than one, but no more than four qualified medical marijuana patients and/or designated providers who share responsibility for growing and processing marijuana only for the medical use of the members of the cooperative.

Cottage housing means a type of housing design established in ECC 15.540.050 that consists of small, detached dwelling units arranged in a cluster of four to 12 dwelling units around a common central open space, potentially at a density greater than the underlying zoning district. Such dwelling units may not exceed ~~4,200~~ 1,500 total square feet in size and may be configured as condominiums or fee simple lots.

Council means the duly constituted legislative authority of the city of Ellensburg.

CPTED means a multi-disciplinary approach to deterring criminal behavior through environmental design. CPTED strategies rely upon the ability to influence offender decisions that precede criminal acts by affecting the built, social and administrative environment.

Creation or establishment as it pertains to chapter 15.620 ECC is the manipulation of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site where a wetland did not previously exist. Establishment results in a gain in wetland acres. Activities typically involved in excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support growth of hydrophytic plant species.

Critical areas include the following areas and ecosystems: wetlands; areas with a critical recharging effect on aquifers used for potable water; fish and wildlife habitat conservation areas; frequently flooded areas; and geologically hazardous areas. See division VI.

Critical facilities means facilities for which even a slight chance of flooding would represent a major risk. Critical facilities include, but are not limited to, schools, hospitals, police, fire and emergency response installations, nursing homes, installations which produce, use or store hazardous materials or hazardous waste of a type and in amounts deemed to be inappropriately located in a 100-year floodplain. See division VI.

Cultivation, for the purpose of chapter 15.370 ECC, means the planting, growing, harvesting, drying or processing of marijuana plants or any part thereof.

Cut-off angle (of a luminaire) means the angle measured from the lowest point between a vertical line from the center of the lamp extended to the ground and the first line of sight at which the bare source is not visible.

(Ord. 4807 § 3, 2018; Ord. 4803 § 1, 2018; Ord. 4728 § 1, 2016; Ord. 4656 § 1 (Exh. O2), 2013)

Section 5. Section 15.130.040 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 4, is hereby amended to read as follows:

15.130.040 D definitions.

Day care means an establishment for group care of nonresident adults or children. Specifically:

1. Day care shall include child day care services, adult day care centers, and the following:
 - a. Adult day care, such as adult day health centers or social day care as defined by the Washington State Department of Social and Health Services;

- b. Nursery schools for children under minimum age for education in public schools;
 - c. Privately conducted kindergartens or pre-kindergartens when not a part of a public or parochial school; and
 - d. Programs covering after-school care for school children.
2. Day care establishments are subclassified as follows:
- a. Day care I: a maximum of 12 adults or children in any 24-hour period; and
 - b. Day care II: over 12 adults or children in any 24-hour period.

Decision-maker refers to the individual or official body identified in the LDC as having the responsibility to approve or deny project permit applications made to the city.

Dedications means a deliberate appropriation of land by an owner in fee simple, for any general and public use.

Department means the Ellensburg community development department.

Departure means an alternative way to meet specific design standards set forth in this title. See ECC 15.210.060 for general information and procedures associated with departures.

Design review, major project refers to the review process required for construction activity requiring a permit meeting one or more of the following criteria:

- 1. The construction of any new nonresidential floor area ~~with creating a total building~~ gross floor area of ~~15,000-20,000~~ square feet or more (including new buildings or additions to existing buildings);
- 2. The construction of any new residential building or a residential building addition which contains ten or more dwelling units; or
- 3. All construction activity requiring a building permit which will result in any new structure or alter the exterior appearance of an existing building on the landmarks register as established in ECC 15.280.080.

See ECC 15.250.030 for details on the design review process.

Design review, minor project refers to the review process required for construction activity requiring a permit meeting the following criteria:

- 1. The construction of any new nonresidential building with a gross floor area of less than ~~15,000-20,000~~ square feet;

2. The construction of any new residential building which contains less than ten dwelling units; or
3. Exterior modifications and building additions except:
 - a. Minor exterior modifications exempt from review per ECC 15.250.030(B)(3); and
 - b. ~~Nonresidential building additions that result in 15,000 square feet or more of floor area;~~ Any activity requiring design review as a major project; ~~and~~
 - c. ~~Residential building additions that add ten or more dwelling units; and~~
4. ~~The d~~Development is ~~not~~ located on the landmarks register must be design reviewed as established in ECC 15.280.080.

See ECC 15.250.030 for details on the design review process.

Designated provider means a person who is 21 years of age or older and:

1. a. Is the parent or guardian of a qualifying patient who is under the age of 18 and beginning July 1, 2016, holds a recognition card; or
 - b. Has been designated in writing by a qualifying patient to serve as the designated provider for that patient;
2. a. Has an authorization from the qualifying patient's health care professional; or
 - b. Beginning July 1, 2016:
 - i. Has been entered into the medical marijuana authorization database as being the designated provider to a qualifying patient; and
 - ii. Has been provided a recognition card.
3. Is prohibited from consuming marijuana obtained for the personal, medical use of the qualifying patient for whom the individual is acting as designated provider;
4. Provides marijuana to only the qualifying patient that has designated him or her;
5. Is in compliance with the terms and conditions of chapter 69.51A RCW; and
6. Is the designated provider to only one patient at any one time.

Development means the division of a parcel of land into two or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling

operations or storage of equipment or materials located within the area of special flood hazard; and use of land or water or the intensification or expansion of the use of land or water.

Development agreement means a contract between an applicant and the city defining their respective roles and responsibilities for final approval of a land development.

Development application means a written request completed by a developer, seeking city approval for a development.

Development approval means any authorization issued by the city of Ellensburg which approves a development.

Director means the city of Ellensburg community development director or his/her designee, unless otherwise specified.

Docket (noun) means the process for determining which proposed annual comprehensive plan amendments will be considered during the annual review process. See ECC 15.250.090.

Domicile as it pertains to marijuana cooperatives means a person's true, fixed, primary permanent home and place of habitation and the tax parcel on which it is located. It is the place where the person intends to remain and to which the person expects to return when the person leaves without intending to establish a new domicile elsewhere.

Dry cleaner means a commercial establishment providing personal service cleaning, ironing, and tailoring of customer clothing.

Dual frontage properties refers to properties that have street frontage on two opposite boundaries, one of which is the street address and primary access.

Dwelling, cottage. "Cottage" means a small single-family dwelling that is clustered with other similar units surrounding a common open space. See ECC 15.540.050 for special cottage housing provisions.

Dwelling, duplex. "Duplex" refers to a building that is entirely surrounded by open space on the same lot and contains two dwelling units or two dwelling units that are physically separated but on the same lot. A duplex will not be considered a duplex for purposes of the land development code standards if more than one duplex building is located on one lot. See ECC 15.540.030 for special duplex provisions.

Dwelling, live-work unit. "Live-work unit" means an individual dwelling unit that is used for residential and nonresidential use types. The dwelling unit type may be any type that is permitted in the applicable zoning district. Permitted nonresidential uses may be those that are permitted in the applicable zoning district.

Dwelling, multifamily. See definition of "multifamily," ECC 15.130.130.

Dwelling, single-family. “Single-family dwelling” means one principal dwelling unit ~~or one dwelling unit with whose lot may include one or two an~~ attached or detached accessory dwelling units used, intended, or designed to be used, rented, leased, let, or hired out to be occupied for living purposes. See ECC 15.540.020 for special single-family dwelling provisions.

Dwelling, townhouse. “Townhouse” is a single-family dwelling constructed in a group of three or more attached units in which each unit extends from the foundation to the roof and with open space on at least two sides. Ownership of a townhouse includes the unit’s building and associated property. See ECC 15.540.060 for special townhouse provisions.

Dwelling unit or “dwelling” means a building or portion thereof providing complete housekeeping facilities for one family. A “dwelling unit” does not include a motel or hotel, which is separately defined.

(Ord. 4807 § 4, 2018; Ord. 4803 § 1, 2018; Ord. 4728 § 2, 2016; Ord. 4656 § 1 (Exh. O2), 2013)

Section 6. Section 15.130.070 of the Ellensburg City Code, as last amended by Ordinance 4887,

Section 8, is hereby amended to read as follows:

15.130.070 G definitions.

Garage, private. "Private garage" means an accessory building or an accessory portion of the main building designed and/or used for shelter or storage of automobiles, boats, and/or any other vehicles owned or operated by the occupants of the main building, and in which no occupation for profit is carried on. (See also ECC 15.320.110, accessory buildings.)

Gated community means a development that is surrounded by a fence and featuring controlled access at the entry or entries. See ECC 15.420.030 for related provisions.

Gateway corridor means a principal arterial street that serves to access the downtown area. Gateways have unique street standards (ECC 15.510.070) and permitted land uses adjacent to street corridors that create an attractive environment and destination for commerce, employment, living, interaction, dining, and entertainment for the residents, workers, and visitors of the city of Ellensburg.

Geologically hazardous areas means areas reasonably subject to significant hazards because of their susceptibility to erosion, sliding, earthquake or other geological events and as such are not suited to siting commercial, residential or industrial development consistent with public health or safety concerns. The intent is to classify and designate areas on which development should be prohibited, restricted or otherwise controlled because of danger from geological hazards. Those areas in the city designated as having slopes which exceed 40 percent

are designated as geologically hazardous areas and subject to the requirements of division VI, critical areas district.

Golf course means an outdoor recreational use consisting of one or more holes for playing the sport of golf.

Golf driving range means an outdoor recreational facility for practicing golf.

Glare means light emitting from a luminaire with an intensity great enough to reduce a viewer's ability to see, and in extreme cases causing momentary blindness.

Grade means the elevation of the ground surface. "Existing grade," and "finished grade" are defined as follows:

1. "Existing grade" means the grade before grading; and
2. "Finished grade" means the final grade of the site that conforms to an approved plan.

Green roof is an area of living vegetation installed on top of buildings that can help mitigate stormwater runoff, increase thermal and acoustical properties within the building, and provide habitat for wildlife.

(Ord. 4887 § 8, 2022; Ord. 4807 § 6, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 7. Section 15.130.110 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 8, is hereby amended to read as follows:

15.130.110 K definitions.

Kennel or shelter means any outdoor or indoor facility which houses four or more small domestic animals (that number not including one unweaned litter) for periods longer than 24 hours as a commercial venture, as a nonprofit organization, or for a governmental purpose. The facility may be either a separate business or an accessory use. A kennel is to be distinguished from a veterinary clinic which houses animals for periods that may exceed 24 hours as a commercial venture that is accessory to the primary medical activity performed in a veterinary clinic. See definition of "Veterinary clinic" in ECC 15.130.220.

Kitchen means a room or part of a room which is used, intended, or designed to be used for preparing food. The kitchen includes facilities, or utility hookups for facilities, sufficient to prepare, cook, and store food, and wash dishes, including, at a minimum, countertops, a kitchen-style sink, space and utilities sufficient for a gas or 220/240v electric stove and oven, and a refrigerator.

Kitchenette means a part of a room which is used, intended, or designed with limited cooking facilities such as a sink, small one- or two-burner electric stove, microwave, mini-fridge, and potentially counter space for plug-in electric cooking appliances. A kitchenette does not include facilities or hookups sufficient for a gas or 220/240v electric stove and oven and does not include a full-sized refrigerator.

(Ord. 4807 § 8, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 8. Section 15.130.120 of the Ellensburg City Code, as last amended by Ordinance 4887, Section 10, is hereby amended to read as follows:

15.130.120 L definitions.

Lamp means the light-producing source installed in the socket portion of a luminaire.

Landmark means any historic property and the improvement(s) thereon designated as a landmark pursuant to Chapter 15.280 ECC.

Landmark district means a contiguous geographic area of multiple properties and/or improvements thereon designated as a landmark district pursuant to Chapter 15.280 ECC.

Landmark site means a property, with or without improvements or above-ground features, designated as a landmark site pursuant to Chapter 15.280 ECC.

Landmarks and design commission means the commission created in ECC 15.280.030.

Landmarks register, or register means the local listing of historic properties designated as landmarks, landmark sites, or landmark districts pursuant to criteria set forth in ECC 15.280.080.

Larger than utility runway means a runway that is constructed for and intended to be used by propeller-driven aircraft of greater than 12,500 pounds maximum gross weight and jet-powered aircraft.

Laundromat means a commercial establishment whose principal use is on-premise customer washing and drying of household clothing.

LEED is a green building certification system used throughout North America and internationally. Administered by the U.S. Green Building Council (USGBC), various LEED rating systems apply to residential, commercial and institutional buildings. Each rating system consists of a checklist of prescriptive and performance-based measures and certification is earned based on the number of "points" a project achieves during the design and construction process. Certification is administered through the Green Building Certification Institute. Link: www.usgbc.org.

Legal parcel, for the purpose of chapter 15.370 ECC, means a parcel of land for which one legal title exists. Where contiguous legal parcels are under common ownership or control, which for purposes of this title shall also include parcels organized as a condominium, such legal parcels shall be counted as a single parcel.

Light industry refers to a category of uses that accommodate limited intensity levels of manufacturing and assembly activities, storage, warehousing, services, associated offices and similar uses. This use category includes, but is not limited to, contractors, call centers, textiles, wood products, printing, pharmaceuticals, machinery manufacturing, research and development, regional distribution, commercial laundries, and crematories.

Light manufacturing means a light industrial business where all processing, fabricating, assembly, or disassembly of items takes place wholly within an enclosed building and does not involve the use or production of flammable, explosive, or other hazardous materials. May include an ancillary restaurant, or retail use through which goods produced on site are sold or served to the public on site or distributed wholesale to off-site users or resellers.

Light pollution means general sky glow caused by the scattering of artificial light in the atmosphere and resulting in decreased ability to see the natural night sky.

Light trespass means any light emitted by an outdoor luminaire that shines directly beyond the property on which the luminaire is installed, or indirectly shines beyond the property on which the luminaire is installed at a brightness (luminance) that exceeds one-half foot-candle at the property line.

Living building challenge is certification program administered by the International Living Future Institute. It addresses both residential and commercial buildings and developments and is comprised of a list of 20 performance-based imperatives, or mandatory requirements necessary to achieve certification. A living building must be completed and occupied for a minimum of 12 months prior to certification, which is based on actual rather than predicted performance. Link: www.ilbi.org.

Long plat or *subdivision plat* means the map or representation of a subdivision of land into ten or more lots, tracts or parcels, both in preliminary and final form, containing all of the pertinent information as required by this title. See chapter 15.260 ECC.

Lot. For purposes of this title, a "lot" is a parcel of land and may consist of:

1. A single lot of record;
2. A portion of a lot of record;
3. A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record;

4. A parcel of land described by metes and bounds; provided, that in no case of division or combination of parcels of land shall any residual lot or parcel be created which does not meet the requirements of this title.

For the purpose of subdivision regulations set forth in chapter 15.260 ECC, a "lot" is a fractional part of subdivided land having fixed boundaries, being of sufficient area and dimensions to meet minimum zoning requirements for width and area. The term shall include tracts or parcels.

Lot line means a line bounding a lot; synonymous with "street line" when a lot line coincides with a right-of-way line of an abutting street.

1. *Front lot line* means, for interior lots, the lot line abutting on a street. When a corner lot or double frontage lot has nearly equal frontage on two streets, designation of the front lot line shall be made by the director based on the context of the site and addressing needs for fire, life, and safety.
2. *Rear lot line* means the lot line opposite and farthest from the front lot line. For a pointed or irregular lot, the rear lot line shall be an imaginary line, parallel to and farthest from the front lot line, not less than ten feet long and wholly within the lot.
3. *Side lot line* means any lot line other than a front or rear lot line; in the case of a corner lot, the lot line abutting the side street is termed an "exterior side lot line"; all other side lot lines are termed "interior side lot lines."

Lot types—Corner, interior, through. The following illustrates terminology used in this title with reference to lot types:

1. *Corner lot* means a lot located at the intersection of two or more streets.
2. *Interior lot* means a lot other than a corner lot with frontage only on one street other than an alley.
3. *Through lot* means a lot other than a corner lot with frontage on more than one street other than an alley and may also be referred to as a "double frontage lot."

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of chapter 15.600 ECC (i.e. provided there are adequate flood ventilation openings).

Luminaire. See definition for *fixture*.

(Ord. 4887 § 10, 2022; Ord. 4878 § 7, 2021; Ord. 4803 § 1, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 9. Section 15.130.130 of the Ellensburg City Code, as last amended by Ordinance 4887, Section 11, is hereby amended to read as follows:

15.130.130 M definitions.

Maintenance and repair in-kind means work whose purpose and effect is to prevent or correct deterioration or damage to real property and the improvements thereon, using like materials, and returning the property to the condition and appearance that existed prior to the deterioration or damage.

Manufactured home, designated means a single-family dwelling constructed after June 15, 1976, and installed in accordance with the U.S. Department of Housing and Urban Development (HUD) requirements for manufactured housing, and bearing the appropriate insignia indicating such compliance, and meeting the specific design criteria set forth in ECC 15.340.030. Designated manufactured homes are allowed as single-family dwellings in all zones that permit single-family dwellings.

Manufactured home lot means a portion of a manufactured home park used or intended to be used for the parking of one manufactured home, including the land covered by the manufactured home, adjacent open spaces, and attached or detached accessory buildings and structures. See ECC 15.340.040 for manufactured home park provisions.

Manufactured home, new means any manufactured home required to be titled under RCW title 46, which has not been previously titled to a retail purchaser, and is not a "used mobile home" as defined in RCW 82.45.032(2). New manufactured homes are allowed in manufactured home parks pursuant to the requirements in ECC 15.340.040.

Manufactured home park or subdivision means a lot, parcel (or contiguous parcels), or tract of land divided into two or more manufactured home lots for rent or sale, including any accessory buildings, structures or uses customarily incidental thereto. See ECC 15.340.040 for manufactured home park provisions.

Manufactured home park or subdivision, new means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the new manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.

Marijuana or *marihuana* means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination (as defined in RCW 69.50.101 and provided herein for reference).

Marijuana-infused products means products that contain marijuana or marijuana extracts, are intended for human use, are derived from marijuana as defined in this section, and have a THC concentration no greater than ten percent. The term "marijuana-infused products" does not include either useable marijuana or marijuana concentrates (as defined in RCW 69.50.101 and provided herein for reference).

Marijuana processor means a person licensed by the state liquor and cannabis board to process marijuana into marijuana concentrates, useable marijuana and marijuana-infused products, package and label marijuana concentrates, useable marijuana and marijuana-infused products for sale in retail outlets, and sell marijuana concentrates, useable marijuana and marijuana-infused products at wholesale to marijuana retailers (as defined in RCW 69.50.101 and provided herein for reference).

Marijuana producer means a person licensed by the state liquor and cannabis board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers (as defined in RCW 69.50.101 and provided herein for reference).

Marijuana products means useable marijuana, marijuana concentrates, and marijuana-infused products as defined in this section (as defined in RCW 69.50.101 and provided herein for reference).

Marijuana retailer means a person licensed by the state liquor and cannabis board to sell marijuana concentrates, useable marijuana and marijuana-infused products in a retail outlet (as defined in RCW 69.50.101 and provided herein for reference).

Marquee means an immobile covering structure projecting horizontally from and attached to a building and constructed of material other than cloth, canvas or other fabrics.

Mean sea level means, for purposes of the National Flood Insurance Program, the vertical datum to which base flood elevations shown on a community's flood insurance rate map are referenced.

Median income means, for the purpose of ECC 15.330.020, the median income for the Ellensburg Micropolitan Statistical Area as most recently determined by the Secretary of

Housing and Urban Development under Section 8(f)(3) of the United States Housing Act of 1937, as amended, or if programs under said Section 8(f)(3) are terminated, median income determined under the method used by the Secretary prior to such termination. In the event that HUD no longer publishes median income figures for the Ellensburg Micropolitan Statistical Area or Kittitas County, the city may use any other method for determining the Kittitas County median income, adjusted for household size.

Medical (or medicinal) use of cannabis means, for purpose of chapter 15.370 ECC, the manufacture, production, processing, possession, transportation, delivery, ingestion, application, or administration of cannabis for the exclusive benefit of a qualifying patient in the treatment of his or her terminal or debilitating medical condition.

Miniwarehouse means an enclosed single-story building(s) designed and constructed to provide individual compartmentalized controlled access stalls or lockers which shall be used only for the storage of personal property. Ministorage is synonymous with miniwarehouse.

Mixed-use means any combination of permitted land uses either within one development or within one zoning district.

Mixed-use building refers to a building that includes both residential and nonresidential uses and/or business or professional office uses with other nonresidential uses. Such uses may be mixed vertically or horizontally in one building. Examples include a restaurant with apartments and/or professional offices upstairs or professional offices on one end of the building with retail and/or residential uses on another end.

Mobile home means a single-family dwelling transportable in one or more sections, built on a permanent chassis, designed to be used as a permanent dwelling and constructed before June 15, 1976.

Moderate income household means, for the purpose of ECC 15.330.020, a household whose gross income of all permanent household members over the age of 18 is equal to or less than 80 percent of the Kittitas County median income, adjusted for household size.

Modulation means a measured and proportional inflection on a building's face. Together, articulation and modulation and their interval create a sense of building scale.

Motel. See definition for *hotel* in ECC 15.130.080.

Multifamily. As a use "multifamily" refers to one lot that contains three or more principal dwelling units whether attached or detached. Accessory dwelling units are not calculated as a dwelling unit for the purpose of this definition. ~~Multifamily may include duplexes located on contiguous lots. Staff will make the determination as to whether a project qualifies as multifamily on a case-by-case scenario.~~

Mural. A "mural" is a singular work of visual art, which may contain graphics or text, painted or otherwise applied or attached on a building, structure, fence, or other object within public view.

Museum means an institution, open to the public, devoted to the procurement, conservation, study, and display of objects of historical, scientific, artistic, or cultural interest, for the purposes of education, study and enjoyment.

(Ord. 4887 § 11, 2022; Ord. 4878 § 8, 2021; Ord. 4807 § 9, 2018; Ord. 4725 § 2, 2016; Ord. 4724 § 2, 2016; Ord. 4669 § 2, 2014; Ord. 4656 § 1 (Exh. O2), 2013)

Section 10. Section 15.130.160 of the Ellensburg City Code, as last amended by Ordinance 4955, Section 104, is hereby amended to read as follows:

15.130.160 P definitions.

Park means those areas of land under public ownership devoted to passive and active recreation activities and facilities. Such activities include open spaces, playgrounds, athletic fields, athletic or recreation structures.

Parking lot, freight truck. “Freight truck parking lot” means a parcel or portion thereof used for parking less than 24 hours of heavy freight trucks and tractor trailers, whether as a private commercial use or a publicly owned or managed use of land.

Parking lot, private. “Private parking lot” means a principal use of land for the temporary commercial parking of personal vehicles in off-street parking spaces.

Parking lot, public. “Public parking lot” means a publicly owned or managed parcel or portion thereof where the principal use is temporary parking of personal vehicles open to the public, such as surface parking lots and parking garages or parkades.

Parking space, off-street. "Off-street parking space" means an off-street parking space available for the parking of one motor vehicle conforming to the standards set forth in chapter 15.550 ECC and section 6, parking standards, public works development standards.

Pedestrian accessway refers to a publicly accessible walkway or trail that provides a mid-block connection between streets. See ECC 15.420.020(A)(3) for applicable standards.

Pedestrian-oriented space is defined in ECC 15.520.030(C).

Permanent supportive housing is subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other

subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in Chapter 59.18 RCW.

Permeable pavement is a paving system which allows rainfall to percolate through it into the underlying soil or an aggregate reservoir. Examples include porous asphalt, porous concrete, interlocking concrete pavers, and open cell paving grids.

Permit, project permit, or project permit application means any land use or environmental permit or license required from a local government for a project action, including but not limited to building permits, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones authorized by a comprehensive plan or subarea plan, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations except as otherwise specifically included in this subsection.

Person means any individual, partnership, corporation, trust, incorporated or unincorporated association, marital community, joint venture, governmental entity, or other entity or group of persons, however organized. "Person" includes a trustee, a receiver, an assignee, or a similar representative.

Personal electric vehicle battery charging station means all or portion of an off-street vehicle parking area where spaces are dedicated for charging personal electric vehicles.

Personal service means a use that provides a service that is nonmedical as a primary use and may include accessory retail sales of products related to the services. Examples would include but not be limited to: barber, beautician, masseur, tailors, clothing rental, shoe repair shops, and steam and sauna baths.

Personally identifiable information, for the purpose of chapter 15.370 ECC, means any information that includes, but is not limited to, data that uniquely identify, distinguish, or trace a person's identity, such as the person's name, or address, either alone or when combined with other sources, that establish the person is a qualifying patient or designated provider.

Places of assembly means a structure for groups of people to gather for an event or regularly scheduled program. Examples include but are not limited to arenas, religious institutions, lecture halls, banquet facilities, and similar facilities.

Planning commission means the Ellensburg planning commission created by chapter 1.14 ECC.

Plant means, for the purpose of chapter 15.370 ECC, an organism having at least three distinguishable and distinct leaves, each leaf being at least three centimeters in diameter, and a readily observable root formation consisting of at least two separate and distinct roots, each being at least two centimeters in length. Multiple stalks emanating from the same root ball or root system shall be considered part of the same single plant.

Precision instrument approach is, for the purpose of chapter 15.350 ECC, designed to provide an approach path for exact alignment and descent of an aircraft on final approach to a runway.

Precision instrument runway 29 is, for the purpose of chapter 15.350 ECC, a 50,000-foot-long trapezoid that is 1,000 feet wide at the point where it meets the primary surface. It has a 50:1 slope for the first 10,000 feet and a slope of 40:1 for the remaining 40,000 feet. The approach surface is 16,000 feet wide at the outermost point.

Preliminary subdivision or plat means a scaled drawing of a proposed subdivision showing the general layout of streets, lots, blocks, rights-of-way, easements and other required elements of a plat which shall furnish a basis for the preliminary approval or disapproval of the general layout of the subdivision and preparation of a final subdivision. See chapter 15.260 ECC.

Premises means a specified lot or tract of land under single ownership.

Preservation planner means, for the purposes of chapter 15.280 ECC, the department of community development employee or consultant assigned to staff the Ellensburg landmarks and design commission and administer the historic preservation program.

Primary surface means, for the purpose of airport overlay zone regulations set forth in chapter 15.350 ECC, a surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway. For military runways or when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

Principal unit is a single-family housing unit, duplex, triplex, townhome, or other housing unit located on the same lot as an accessory dwelling unit.

Process means, for the purpose of chapter 15.370 ECC, to handle or process cannabis in preparation for medical use.

Produce means, for the purpose of chapter 15.370 ECC, to plant, grow, or harvest cannabis for medical use.

Public agency or utility office means a building or portion thereof used primarily for administration purposes by a public agency or utility.

Public meeting means an informal meeting of people to obtain comments from a city commission, committee, or public agency and members of the public prior to a decision on a project permit application.

Public place includes, for the purpose of chapter 15.370 ECC, streets and alleys of incorporated cities and towns; state or county or township highways or roads; buildings and grounds used for school purposes; public dance halls and grounds adjacent thereto; premises where goods and services are offered to the public for retail sale; public buildings, public meeting halls, lobbies, halls and dining rooms of hotels, restaurants, theaters, stores, garages, and filling stations which are open to and are generally used by the public and to which the public is permitted to have unrestricted access; railroad trains, stages, buses, ferries, and other public conveyances of all kinds and character, and the depots, stops, and waiting rooms used in conjunction therewith which are open to unrestricted use and access by the public; publicly owned bathing beaches, parks, or playgrounds; and all other places of like or similar nature to which the general public has unrestricted right of access, and which are generally used by the public.

Public transportation.

1. *Public transportation* means the conveyance of passengers and/or freight by buses, trains, airplanes or taxis for a fare.
2. *Passenger terminals* means the facilities used as transfer areas, ticketing agencies and administrative offices for "public transportation," excluding taxi stands or bus stops along prescribed bus routes.
3. *Deadhead stations* means the facilities used for the storage and mechanical maintenance of vehicles engaged in "public transportation."

Public use means any use of land by the public or a local, state or federal government agency.

Public utility means any use of land by a local, state, or federal agency, or by any person, firm or corporation licensed or franchised by such a government agency involving the transportation or transmission of materials, signals or electrical energy by vehicle or through conduit, wire, pipe or other similar device. Typical examples of this would include water, gas and sewer mains, television or telephone lines, and refuse collection. For the purpose of this title,

such uses located or to be located on the properties they are to serve shall not be included in this definition.

Public works development standards means those standards filed by the director of public works with the Ellensburg city clerk, as approved and adopted by reference in ECC 4.04.020, including any amendments thereto made in accordance with ECC 4.04.040.

(Ord. No. 4955, § 104, 2-18-2025; Ord. No. 4953, § 2, 1-21-2025; Ord. 4887 § 13, 2022; Ord. 4804 § 4, 2018; Ord. 4656 § 1 (Exh. O2), 2013; Ord. No. 4936, § 3, 2-5-2024)

Section 11. Section 15.130.180 of the Ellensburg City Code, as last amended by Ordinance 4887, Section 14, is hereby amended to read as follows:

15.130.180 R definitions.

Radio station means an indoor space for broadcasting audio programs. Any associated recording studios or on-site wireless communication facilities are regulated separately by this Title.

Reasonably safe from flooding means development that is designed and built to be safe from flooding based on consideration of current flood elevation studies, historical data, high water marks and other reliable data known to the community. In unnumbered A zones where flood elevation information is not available and cannot be obtained by practicable means, "reasonably safe from flooding" means that the lowest floor is at least two feet above the highest adjacent grade.

Recreation—Indoor commercial means a commercial recreation land use conducted entirely within a building, including, but not limited to, athletic and health clubs, pool or billiard halls, skating rinks, swimming pools, and tennis courts.

Recreation—Outdoor commercial means a commercial recreation land use conducted primarily outdoors, including, but not limited to, water parks, amusement parks, and miniature golf courses.

Recreation—Small scale indoor commercial studios means a commercial recreation land use conducted entirely within a building, limited to a floor area of no more than 2,000 square feet, including, but not limited to, dance, yoga, aerobics, martial arts, and spin classes.

Recreational vehicle is a vehicle built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed primarily for recreational camping, travel or seasonal use which has its own motive power or is mounted on or towed by another vehicle, including but not limited to:

1. Travel trailer;
2. Folding camping trailer;
3. Park trailer;
4. Truck camper;
5. Motor home; and
6. Multi-use vehicle.

Recreational vehicle park means a lot, parcel or tract of land, or a portion of a manufactured home park, having as its principal use the rental of space for temporary, short-term, transient occupancy by two or more travel trailers, including any accessory buildings, structures and uses customarily incidental thereto. See ECC 15.340.050 for applicable standards.

Regional retail commercial refers to any use which involves the display and sale of retail consumer goods as part of a regional retail master site plan approved in accordance with the standards and design criteria of chapters 15.390 and 15.390A ECC. Permitted uses and exceptions are described within ECC 15.390.030. Regional retail commercial developments contain a minimum of 100,000 square feet of enclosed gross floor area of allowable uses; provided, that at least 50,000 square feet must be used by one retailer.

Residential care facilities means a facility that provides, on a regular basis, personal care, including dressing and eating and health-related care and services for at least five, but not more than 15, functionally disabled persons and which is not licensed under chapter 70.128 RCW. A residential care facility shall not provide the degree of care and treatment that a hospital or long-term care facility provides.

Residential treatment facility means, for the purposes of chapter 15.370 ECC, a facility providing for treatment of drug and alcohol dependency.

Restoration, as it pertains to chapter 15.620 ECC, is the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former or degraded wetland. For the purposes of tracking net gains in wetland acres, restoration is divided into:

1. *Re-establishment*. the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-establishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.

2. *Rehabilitation.* the manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions of a degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain.

Restaurant means a commercial establishment whose principal use is on-premise preparation of food for consumption by customers whether on-premise or off-premise, including those serving alcoholic beverages on-premise incidental to primary use, such as full-service dine-in eateries, drive-through fast food establishments, take-out and drive-in food services, and similar uses.

Retail means any use which involves the display and sale of retail consumer goods.

Retail outlet means a location licensed by the state liquor and cannabis board for the retail sale of marijuana concentrates, usable marijuana, and marijuana-infused products (as defined in RCW 69.50.101 and provided herein for reference).

Reverse frontage lot is a double frontage lot for which the boundary along one of the streets is established as the rear lot line.

Reviewing authority refers to the individual or official body identified as having the responsibility to review and approve or deny permit applications described in this title. Also see *decision-maker* in ECC 15.130.040.

Right-of-way means a general term denoting land, property or interest therein which is meant for public use, usually for transportation purposes. Rights-of-way are distinguished from easements in that they are separate and distinct from the lots adjoining such rights-of-way and are not included in any private ownership.

Runway means, for purposes of chapter 15.350 ECC, a defined area on an airport prepared for landing and takeoff of aircraft along its length.

(Ord. 4887 § 14, 2022; Ord. 4878 § 10, 2021; Ord. 4803 § 1, 2018; Ord. 4769 § 5, 2017; Ord. 4724 § 3, 2016; Ord. 4656 § 1 (Exh. O2), 2013)

Section 12. Section 15.130.190 of the Ellensburg City Code, as last amended by Ordinance 4878, Section 11, is hereby amended to read as follows:

15.130.190 S definitions.

School means, for the purposes of chapter 15.370 ECC, an institution of learning for minors, whether public or private, offering regular course of instruction required by the Washington

Education Code. This definition includes an elementary school, middle or junior high school, or high school.

Senior citizen assisted housing means housing in a building consisting of two or more dwelling units restricted to occupancy by at least one occupant 62 years of age or older per unit, and must include at least two of the following support services:

1. Common dining facilities or food preparation service;
2. Group activity areas separate from dining facilities;
3. A vehicle exclusively dedicated to providing transportation services to housing occupants;
4. Have a boarding home (assisting living) license from Washington State Department of Social and Health Services.

Senior housing means a residential complex containing multifamily dwellings designed for and principally occupied by senior citizens (over 62 years old). For the purpose of permitted uses in ECC 15.310.040, senior housing is a type of multifamily dwelling, unless it also meets the definition of senior citizen assisted housing, set forth in this section.

SEPA rules means chapter 197-11 WAC, as now existing or hereafter amended by the department of ecology. See chapter 15.270 ECC.

Shielding means that no light rays are emitted by a fixture above the horizontal plane running through the lowest point of the fixture.

Short plat or *short subdivision plat* means the map or representation of a short subdivision, both in preliminary and final short subdivision plat form, containing all of the pertinent information as required by this title. See chapter 15.260 ECC.

Short subdivision means the division of land into nine or fewer lots, tracts or parcels. See chapter 15.260 ECC.

Significant feature means, for purposes of chapter 15.280 ECC, any physical characteristic of a landmark, landmark site, or landmark district which the commission has stipulated in the designation as important to the historic value of the property, and for which a certificate of appropriateness is required prior to alteration.

Site development permit means a permit, issued by the city, to develop, redevelop or partially develop a site exclusive of any required building or land use permit. A site development permit may include one or more of the following activities: paving, grading, clearing, filling, tree removal, on-site utility installation, stormwater facilities, walkways, striping, wheelstops or

curbing for parking and circulation, landscaping, or restoration. See ECC 15.250.020 for applicable standards.

Sleeping unit means an independently rented or owned and lockable unit that provides living and sleeping space. Sleeping units may not have both private sanitation and kitchen facilities; however, kitchenettes may be provided.

Small wind energy system means, for purposes of ECC 15.340.060, a wind energy conversion system with a rated output up to and including 20 kilowatts in residential zones and up to and including 100 kilowatts in commercial, industrial and public reserve zones and consisting of: wind turbine, tower, base and associated control or conversion electronics, as well as all anchors, guy cables and hardware.

Special valuation for improvements to historic property or special valuation means, for purposes of chapter 15.280 ECC, the local option program established under the authority of chapter 84.26 RCW which, once implemented, makes available to property owners a special tax valuation for rehabilitation of historic properties, under which the assessed value of an eligible historic property is determined at a rate that excludes, for up to ten years, the actual cost of the rehabilitation.

Start of construction includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The "actual start" means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundation or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start date of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Storefront means a building located adjacent to the sidewalk and featuring nonresidential uses on the ground floor, an entry facing the sidewalk, and transparent window area along at least 70 percent of the ground floor facade between 30 inches and eight feet above grade.

Street means a thoroughfare including an alley which has been dedicated to the public and designated for public use as a street.

Strip commercial development means commercial development in a linear form along any public street. Characteristics of strip commercial development are:

1. Primary access is from one street.
2. Lot(s) are less than 300 feet deep.
3. There is little or no commercial development on the street to the rear of the lot(s).
4. Uncoordinated development of separate lots.

Structural alteration means any change, addition, or modification in the supporting members of a building or structure such as bearing walls, columns, beams or girders, floor joists or roof joists.

Structure means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. It shall also include but not be limited to buildings, manufactured homes, walls, fences, billboards and poster panels. For the purposes of the floodplain district provisions only, as set forth in division VI, the term "structure" shall be limited to mean a walled and roofed building including a gas or liquid storage tank that is principally aboveground, as well as a manufactured home. For the purposes of airport overlay zone regulations set forth in chapter 15.350 ECC, "structure" means an object, including a mobile object, constructed or installed by man, including, but without limitation, buildings, towers, cranes, smokestacks, earth formations, and overhead transmission lines.

Studio apartment means a dwelling unit no larger than 500 square feet with one habitable room together with a kitchen or kitchenette and bathroom facilities.

Subdivision means the division of land as governed by Washington State in chapter 58.17 RCW and by chapter 15.260 ECC and other applicable sections of the LDC.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed.

The term does not, however, include either:

1. Any project for improvement of a structure to correct pre-cited existing violations of state or local health, sanitary, or safety code specifications which have been previously identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

2. Any alteration of a "historic structure," listed on the National Register of Historic Places or a State Inventory of Historic Places; provided, that the alteration will not preclude the structure's continued designation as a "historic structure."

Supplemental directional sign is a sign that is required under the Washington State Department of Transportation "Motorist Information Sign Program" to provide supplemental direction to assist interstate travelers to locate businesses advertised on interstate information signs through the state program. Such signs shall be no more than 24 inches by 12 inches in size, shall be of similar color and design as required under the state program for motorist information signs, and may be located at off-premises locations within the city.

(Ord. 4878 § 11, 2021; Ord. 4807 § 11, 2018; Ord. 4803 § 1, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 13. Section 15.130.200 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 12, is hereby amended to read as follows:

15.130.200 T definitions.

Tavern means a commercial establishment whose principal use is the on-premise sale and consumption of alcoholic beverages, including those selling food incidental to primary use, such as bars, wine tasting rooms, and similar uses of land.

Temporary use means a use which will operate for less than 60 days. See ECC 15.250.010 for details.

Terminal or debilitating medical condition means, for the purposes of chapter 15.370 ECC:

1. Cancer, human immunodeficiency virus (HIV), multiple sclerosis, epilepsy or other seizure disorder, or spasticity disorders;
2. Intractable pain, limited for the purpose of this title to mean pain unrelieved by standard medical treatments and medications;
3. Glaucoma, either acute or chronic, limited for the purpose of this chapter to mean increased intraocular pressure unrelieved by standard treatments and medications;
4. Crohn's disease with debilitating symptoms unrelieved by standard treatments or medications;
5. Hepatitis C with debilitating nausea or intractable pain unrelieved by standard treatments or medications;

6. Diseases, including anorexia, which result in nausea, vomiting, cachexia, appetite loss, cramping, seizures, muscle spasms, or spasticity, when these symptoms are unrelieved by standard treatments or medications; or
7. Any other medical condition duly approved by the Washington State Medical Quality Assurance Commission in consultation with the board of osteopathic medicine and surgery as directed in this chapter.

THC concentration means, for the purposes of chapter 15.370 ECC, percent of tetrahydrocannabinol content per weight or volume of useable cannabis or cannabis product.

Theater means a place of public assembly intended and expressly designed for the presentation of motion pictures, other than an adult theater.

Tow vehicle storage area means the approved yard and buildings where stored vehicles are kept. The storage areas and fencing must comply with the requirements established by the Washington State Department of Licensing, Washington State Patrol, and all local zoning rules and regulations. All tow vehicle storage areas must be physically located within the tow zone assigned to the operator.

Tower height means, for the purposes of chapter 15.350 ECC, the distance measured from the finished grade to the highest point of the structure.

Transitional housing means a facility that provides housing and supportive services to homeless individuals or families for up to two years and whose primary purpose is to enable homeless individuals or families to move into independent living and permanent housing.

Transitional surfaces, for the purposes of chapter 15.350 ECC, extend outward at 90-degree angles to the runway centerline and the runway centerline extended at a slope of seven feet horizontally for each one foot vertically from the sides of the conical surfaces. Transitional surfaces for those portions of the precision approach surfaces, which project through and beyond the limits of the conical surface, extend a distance of 5,000 feet measured horizontally from the edge of the approach surface and at 90-degree angles to the extended runway centerline.

Transportation demand management or *TDM* means a broad range of strategies that reduce or shift use of the roadway, thereby increasing the efficiency and life of the overall transportation system. TDM programs influence travel behavior by using strategies that accommodate more person-trips in fewer vehicles, shift the location or time of day at which trips are made, or reduce the need for vehicle trips.

Treatment means the physical, chemical, or biological processing of dangerous waste to make such wastes nondangerous or less dangerous, safer for transport, amendable for energy or material resource recover, amendable for storage, or reduced in volume.

Tree means, for the purpose of airport overlay zone regulations set forth in chapter 15.350 ECC, any object of natural growth.

(Ord. 4807 § 12, 2018; Ord. 4656 § 1 (Exh. O2), 2013; Ord. No. 4936, § 4, 2-5-2024)

Section 14. Section 15.130.210 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.130.210 U definitions.

University means a public institution of higher learning for adults offering course instruction, business, technical or vocational training, or professional accreditation, including associated institutional functions not limited to residences, assembly spaces, recreational uses, food service, research centers, professional offices and other associated uses owned, operated or managed by the institution.

Usable floor area is a term used in computing parking requirements, meaning the aggregate area of a building enclosed by the interior face of exterior walls on the first story, and including the floor area, similarly measured, of each additional story which is connected to the first story by a fixed stairway, escalator, ramp or elevator, ~~and the floor area of all accessory buildings, measured similarly,~~ but excluding that part of any floor area which is occupied by heating, ventilating, or other permanently installed equipment required for operation of the building, and by unenclosed porches, light shafts, public corridors and public toilets. For uses not enclosed with a building, the area for sales, display, or service shall be measured to determine equivalent usable floor area.

Useable cannabis means, for the purposes of chapter 15.370 ECC, dried flowers of the Cannabis plant having a THC concentration greater than three-tenths of one percent. Useable cannabis excludes stems, stalks, leaves, seeds, and roots. For purposes of this subsection, "dried" means containing less than 15 percent moisture content by weight. The term "useable cannabis" does not include cannabis products.

Utility facility means any privately, publicly, or cooperatively owned line, facility, or system for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, stormwater not connected with highway drainage, or any other similar commodity, including any fire or police signal system or street lighting system, which directly or indirectly serves the public. For commercial wireless communication support towers, antenna arrays, and facilities, see ECC 15.340.070 for applicable standards and procedures.

Utility runway means, for the purposes of chapter 15.350 ECC, a runway that is constructed for and intended to be used by propeller-driven aircraft of 12,500 pounds maximum gross weight or less.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 15. Section 15.210.030 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 15, is hereby amended to read as follows:

15.210.030 Permit review process types—Defined.

- A. *Review process Type I.* These decisions are based on compliance with specific, nondiscretionary and/or technical standards that are clearly enumerated in the LDC or other adopted city development codes. Most of these decisions are made administratively through a Type I review process by the director or by the landmarks and design commission if the project involves properties listed on the landmarks register. There are generally no notice or hearing requirements and no appeal opportunity for Type I decisions except for judicial appeals. Type I decisions are not subject to environmental review under the State Environmental Policy Act (SEPA), codified at chapter 43.21C RCW (also see chapter 15.270 ECC).
- B. *Review process Type II.* Unless otherwise specified, most Type II decisions are made by the director based on standards and clearly identified criteria in the LDC or other adopted city development codes. Some landmarks and design commission decisions are also Type II decisions. Type II decisions require some level of public notice and typically do not include a public hearing ~~but may include a predecision public meeting~~, except for Type II process for ~~COAs~~ landmarks and design commission decisions. See ECC table 15.210.040(A). The Type II process requires that the director or other designated decision-maker issue a written report that sets forth a decision to approve, approve with modifications or conditions, or deny the application. The written decision report will also include any threshold determinations under SEPA or critical area final determinations under division VI. Such Type II project decisions are appealable to the hearing examiner in an open record appeal hearing, except for ~~departure decisions made by the director pursuant to ECC 15.210.060, and certificate of appropriateness decisions made by the landmarks and design commission pursuant to the procedures set forth in chapter 15.280 ECC, which are appealable to city council~~ the hearing examiner in a closed record appeal hearing. See ECC 15.210.050(B).
- C. *Review process Type III.* These are quasi-judicial decisions that are made by the designated decision-maker and involve the use of discretionary judgment in the review of each specific application. Type III decisions require findings, conclusions, an open record public hearing and recommendations prepared by the review authority for the final decision. Any

administrative appeal of a SEPA threshold determination or critical area final determination shall be consolidated with the open record public hearing on the project permit, except a SEPA determination of significance, which must be appealed directly to city council at the time it is issued and prior to any further review on the underlying permit.

- D. *Review process Type IV.* These quasi-judicial decisions are made by the city council and the hearing examiner and involve the use of discretionary judgment in the review of each specific application. Type IV decisions may require a predecision open record public hearing by the designated body which will then provide recommendations to the decision-maker. The final decision must include findings and conclusions in support of the decision. Any administrative appeal of a SEPA threshold determination shall be consolidated with the open record public hearing on the project permit, except a SEPA determination of significance, which must be appealed directly to city council at the time it is issued and prior to any further review on the underlying permit.
- E. *Review process Type V.* These are legislative, nonproject decisions made by the city council under its authority to establish policies and regulations regarding future private and public developments, and management of public lands. Type V actions include comprehensive plan adoption or amendment, area-wide rezones, annexations, adoption or changes to development regulations, and the siting of essential public facilities. Because Type V actions are not project permit applications, they are not governed by the same procedural rules as project permits. Each Type V action is included separately in the LDC with its own established review and decision process.

(Ord. 4807 § 15, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 16. Section 15.210.040 of the Ellensburg City Code, as last amended by Ordinance 4951, Section 4, is hereby amended to read as follows:

15.210.040 Permit review process types—Decision-making, procedures and notice requirements.

- A. *Decision-making and appeal process.* Table 15.210.040(A) sets out the permit review decision-making and appeal processes for the permit review process types.

Table 15.210.040(A)
Decision-Making and Appeal Process for Permit Review Process Types

	Type I	Type II	Type III	Type IV	Type V
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Final decision made by:	Director or designated decision-maker (see ECC 15.210.050(A))	Director or designated decision-maker (see ECC 15.210.050(B))	Designated decision-maker (see ECC 15.210.050(C))	Designated decision-maker (see ECC 15.210.050(D))	City council
Recommendation made by:	NA	NA	Designated body	Designated body	Planning commission
Open record predecision public hearing	No	No Except that landmarks and design commission holds an open record public hearing (see chapter 15.280 ECC)	Yes	Yes	Yes Multiple open record predecision hearings can be held
Open record appeal public hearing	Yes	Yes, except for landmarks and design commission decisions which have a closed record appeal <u>to the hearings examiner</u>	No	No	No
Closed record appeal hearing	No	No, except for landmarks and design commission decisions which are appealed <u>to the</u> hearings examiner	Yes	No	No

Appeal to:	Superior court	Hearing examiner except director decisions on departures, are appealed to city council	Hearing examiner <u>Superior court</u> or city council	Superior court	Superior court or to the growth management hearings board if GMA action
Judicial appeal (see ECC 15.230.100)	Yes	Yes	Yes	Yes	Yes

- B. *Procedures.* Table 15.210.040(B) sets out the permit review procedures for the five permit review process types.

Table 15.210.040(B)
Procedures for Permit Review Process Types

	Type I ³	Type II ³	Type III ³	Type IV ³	Type V
Preapplication meeting (see ECC 15.220.010) ¹	No	No ¹	Yes	Yes	No
Notice of complete application (see ECC 15.220.030)	No	Yes	Yes	Yes	No
Notice of application (see ECC 15.220.040)	No	Yes	Yes	Yes	No
SEPA determination (see chapter 15.270 ECC)	No	Yes if applicable	Yes if applicable	Yes, if <u>applicable</u>	Yes if applicable
Notice of hearing (see ECC 15.230.020)	No	No	Yes	Yes	Yes
Notice of decision (see ECC 15.220.080)	Yes	Yes	Yes	Yes	Yes

Review period (see ECC 15.220.070) ²	65 days	100 days	120 days	120 days	No
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Notes/conditions:

1. A preapplication meeting shall be required for all Type III or IV permits, multifamily projects, townhouses, commercial projects, industrial projects, major design review projects, binding site plans, and short subdivisions as set forth in ECC 15.250.030. See ECC 15.220.010.
2. Preliminary short subdivisions and preliminary long subdivisions have a 60 90-calendar-day deadline for issuance from date of filing (after determination of complete application), subject to eligible extensions pursuant to RCW 58.17.140(1). All final subdivisions-plats and short plats must issue in 30 calendar days from date of filing, and a preliminary subdivision must issue in 90 calendar days (after determination of complete application). See RCW 58.17.140, and ECC 15.260.060 & 15.260.120. “Date of filing” is the date an application is determined complete pursuant to ECC 15.220.030.
3. Permit review periods ~~for Type I applications~~ are calculated from the date of ~~application submittal~~ the application is determined complete.

C. *Notice requirements.* Table 15.210.040(C) sets out the notice requirements for the five permit review process types.

Table 15.210.040(C)
Notice Requirements for All permit Application Types, Unless Otherwise Stated.
See chapter 15.220 ECC.

	Send to property owners within 300'	Public Newspaper legal notice (see ECC 15.220.040)	Post property (see ECC 15.220.050)	Send to agencies with jurisdiction (for SEPA)	Send to applicant	<u>Send to parties who comment, testify, or request notice</u>
Notice of completeness					X	

(see ECC 15.220.040)						
Notice of application (see ECC 15.220.040) ¹	X, <u>except for Type I permits</u>	X, except for Type I permits	X, except for Type I and II permits	X	X	
SEPA determination (see chapter 15.270 ECC) ¹		X	X	X	X	<u>X</u>
Notice of open record predecision hearing or meeting , if applicable	X	X	X, <u>except for Type I and II permits for site-specific proposals</u>		X	
Notice of decision (see ECC 15.220.080) ¹		X, <u>except for Type I and II permits</u>	X, except for Type I and II permits		X	<u>X</u>
Notice of <u>closed record</u> or appeal hearing, if applicable	X	X		<u>X</u>	X	<u>X</u>

Notes/conditions:

1. Any SEPA review requires applicable public notice; see ECC Table 15.210.040(C), 15.220.040, 15.220.080, 15.230.020(C) and Chapter 15.270 ECC.

(Ord. No. 4951, § 4, 12-16-2024; Ord. No. 4935, § 3, 12-18-2023; Ord. 4807 § 16, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 17. Section 15.210.050 of the Ellensburg City Code, as last amended by Ordinance 4935, Section 4, is hereby amended to read as follows:

15.210.050 Projects under permit review process types.

- A. *Review process Type I.* Table 15.210.050(A) identifies the types of projects and permits that require a Type I review process. Any decision-making, procedural, or noticing variations from the Type I review process are described in the middle column. The right column identifies code sections applicable to the project/permit.

Table 15.210.050(A)
Projects Under Type I Review Process

Where superscript numbers are included in a cell, please reference the applicable number under "notes/conditions" below the table.

Type I project ¹	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
Boundary line adjustments	No variation	ECC 15.260.050
Code interpretation	No variation	ECC 15.110.060(F) ₂ <u>ECC 15.240.030</u>
Commercial wireless communication support towers, antenna arrays and facilities in residential zones	No variation except if on a landmarks register property, then must undergo review and decision by the landmarks commission as Type II project (see ECC 15.340.070)	ECC 15.340.070
Critical area exemption request or allowable activity	No variation	Division VI
Critical area initial and final determination	See division VI for process variation	Division VI

<u>Design review, minor (no departures)</u>	<u>No variation</u>	<u>ECC 15.250.030, Division V (Project Design)</u>
Final short subdivision approval	(See ECC 15.260.120)	Chapter 15.260 ECC
Final subdivision approval	Final decision by city council (see ECC 15.260.060)	ECC 15.260.060
Home occupation	No variation	ECC 15.340.020
Minor changes to approved preliminary <u>long</u> subdivision	No variation	ECC 15.260.110(A)
Minor <u>changes to approved preliminary short plat alteration</u>	No variation	ECC 15.260.110(A) ECC 15.260.170(A)
Minor revision to regional retail commercial master site plan	No variation	ECC 15.390.040(C)(4)
Nonconforming use determination	No variation	Chapter 15.240 ECC
Permitted use <u>(no SEPA required)</u> ³	No variation	Chapter 15.310 ECC
Site development permits (no SEPA required)	No variation	ECC 15.250.020
Small wind energy system (one per parcel) ²	No variation except if on a landmarks register property, then must undergo review and decision by the landmarks commission as Type II project. See ECC 15.340.060	ECC 15.340.060

Notes/conditions:

1. If any Type I project requires a SEPA threshold determination it automatically becomes a Type II project.
 2. Where more than one small wind energy system is proposed for a parcel, then a conditional use permit is required.
 3. Permitted uses may require a preapplication meeting prior to submission of project permit applications, pursuant to ECC 15.220.010.
- B. *Review process Type II.* Table 15.210.050(B) identifies the types of projects and permits that require a Type II review process. Any decision-making, procedural, or noticing variations from the Type II review process are described in the middle column. The right column identifies code sections applicable to the project/permit.

Table 15.210.050(B)
Projects Under Type II Review Process

Where superscript numbers are included in a cell, please reference the applicable number under "notes/conditions" below the table.

Type II project	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
Administrative variance	No variation	<u>ECC 15.320.100</u> , ECC 15.500.040
<u>Binding site plan, general</u>	<u>No variation</u>	<u>ECC 15.260.180</u>
<u>Binding site plan, final</u>	<u>No variation</u>	<u>ECC 15.260.180</u>
Commercial wireless communication support towers, antenna arrays and facilities in commercial and industrial zones	No variation, except landmarks register properties require decision by landmarks and design commission after a public hearing, <u>appeal closed record to the hearings examiner</u>	ECC 15.340.070
Critical area exception for public agency or reasonable use	No variation	Division VI

Design review, major (<u>no departures</u>) and minor	No variation	ECC 15.250.030 Division V (Project Design)
Design review (<u>major or minor</u>) departure request for landmarks register property	Decision by landmarks and design commission after a public hearing; appeal closed record to <u>the hearings examiner</u> city council	<u>ECC 15.210.030(B)</u> , ECC 15.210.060 (Departures), <u>ECC 15.250.030</u> , <u>ECC 15.280</u>
Design review (<u>major or minor</u>) departure request for non-landmarks register property	Appeal open record to city council No variation	<u>ECC 15.210.030(B)</u> , ECC 15.210.060 (Departures), <u>ECC 15.250.030</u>
Landmark certificate of appropriateness (COA)	Landmarks and design commission decision after public hearing; appeal closed record to <u>the hearings examiner</u> city council	ECC 15.280.090
Landmarks register demolition	Landmarks and design commission decision after a public hearing; appeal closed record to <u>the hearings examiner</u> city council	ECC 15.280.090
<u>SEPA threshold determination</u>	<u>No variation</u>	<u>Chapter 15.270 ECC</u>
Short subdivision alteration, <u>including phasing plans</u>	No variation	ECC 15.260.170(C)
<u>Short subdivision vacation (if no public land is vacated)</u>	<u>No variation</u>	<u>ECC 15.260.170(B)</u>

Short subdivision, preliminary	No variation	Chapter 15.260 ECC (Subdivisions), Division IV (Community Design)
Site development permit (if SEPA required)	No variation	ECC 15.250.020
<u>Small wind energy system (one per parcel)¹</u>	<u>No variation, except landmarks register properties require decision by landmarks and design commission after a public hearing, appeal closed record to the hearings examiner</u>	<u>ECC 15.340.060</u>
Temporary use	No variation	ECC <u>15.250.010</u>

Notes/conditions:

1. Where more than one small wind energy system is proposed for a parcel, then a conditional use permit is required.

C. *Review process Type III.* Table 15.210.050(C) identifies the types of projects and permits that require a Type III review process. Any decision-making, procedural, or noticing variations from the Type III review process are described in the middle column. The right column identifies code sections applicable to the project/permit.

Table 15.210.050(C)
Projects Under Type III Review Process

Where superscript numbers are included in a cell, please reference the applicable number under "notes/conditions" below the table.

Type III project	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
<u>Binding site plan</u>	<u>City council decision</u>	<u>ECC 15.260.180</u>

Conditional use permit	Hearing examiner decision after open record hearing; appeal closed record to city council	ECC 15.250.040
Extension requests for regional retail commercial master site plan projects	City council decision after open record public hearing	ECC 15.390.040(C)(3)
<u>Short subdivision vacation (if public land is vacated)</u>	<u>City council decision after open record public hearing</u>	<u>ECC 15.260.170(B)</u>
Variance	Hearing examiner decision after open record hearing; appeal closed record to city council	ECC 15.250.050
Variance for critical areas regulations	Hearing examiner decision after open record hearing; appeal closed record to city council	ECC 15.610.210 and 15.610.215 (frequently flooded areas)

D. *Review process Type IV.* Table 15.210.050(D) identifies the types of projects and permits that require a Type IV review process. Any decision-making, procedural, or noticing variations from the Type IV review process are described in the middle column. The right column identifies code sections applicable to the project/permit.

Table 15.210.050(D)
Projects Under Type IV Review Process

Where superscript numbers are included in a cell, please reference the applicable number under "notes/conditions" below the table.

Type IV project	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
Major revisions to regional retail commercial master site plans	Open record hearing before hearing examiner with recommendation for city council decision after closed record public hearing; not subject to decision	ECC 15.390.040(C)(4)

	timelines <u>Hearings examiner recommendation to city council after open record hearing; city council decision after closed record hearing</u>	
Master plan for P-R zone uses	Hearing examiner recommendation to city council after open record hearing; city council decision after closed record hearing	ECC 15.250.080 and 15.310.050
Plat <u>Long subdivision alteration-(major), including phasing plans</u>	City council decision after open record hearing	ECC 15.260.110(C); <u>ECC 15.260.080 for phasing plans</u>
Plat <u>Long subdivision vacation</u>	City council decision after open record hearing	ECC 15.260.110(B)
Preliminary <u>long</u> subdivision	Hearing examiner recommendation to city council after open record hearing; city council decision after closed record hearing	Chapter 15.260 ECC
Regional retail commercial master site plans	Open record hearing before hearing examiner with recommendation for city council decision after closed record public hearing ¹ ; not subject to timelines	ECC 15.390.040 (master site plan provisions for regional retail commercial projects)
Site-specific rezone	Hearing examiner recommendation to city council after open record hearing; city council decision after closed record hearing	ECC 15.250.060 Chapter 15.300 ECC

Notes/conditions:

1. For review of a regional retail commercial master site plan related to a rezone application, subdivision application, a short subdivision application, or a binding site plan application, see ECC 15.390.040(C).
- E. *Review process Type V.* Table 15.210.050(E) identifies the types of approvals and permits that require a Type V review process. Any decision-making, procedural, or noticing

variations from the Type V review process are described in the middle column. The right column identifies code sections applicable to the permit.

Table 15.210.050(E)
Approvals Subject to Type V Review Process

Where superscript numbers are included in a cell, please reference the applicable number under "notes/conditions" below the table.

Type V approvals	Decision-making, procedures or noticing variation from ECC 15.210.040	Relevant ECC chapter or section(s)
Annexations	No variation	Chapter 15.360 ECC
Comprehensive plan amendment	See ECC 15.250.090	ECC 15.250.090
Essential public facilities	See ECC 15.250.110	ECC 15.250.110; RCW 36.70A.200; and chapter 11 of the comprehensive plan
Land development code amendment	See ECC 15.250.100	ECC 15.250.100
Rezone (other than site specific)	No variation	ECC 15.250.060 and chapter 15.300 ECC

(Ord. No. 4935, § 4, 12-18-2023; Ord. 4878 § 14, 2021; Ord. 4807 § 17, 2018; Ord. 4803 § 2, 2018; Ord. 4769 §§ 8—10, 2017; Ord. 4656 § 1 (Exh. O2), 2013)

Section 18. Section 15.220.010 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 18, is hereby amended to read as follows:

15.220.010 Preapplication meeting.

A preapplication meeting is required prior to submitting an application for any Type III or IV permit, major design review project (Type II review) permit, short plats (Type II review), binding site plans, duplexes, multifamily projects-dwellings, townhouses, and commercial or

industrial projects. Other applications may be required to have a preapplication meeting at the discretion of the director based on the complexity of the project.

Applicants for other permits are encouraged to request a preapplication meeting with the city. Preapplication meetings with staff provide an opportunity to discuss the proposal in general terms, identify the applicable city requirements and the permit review process including the permits required by the action, timing of the permits and the approval process.

The director shall specify submittal requirements for preapplication meetings, which shall include a critical areas information form if critical areas are involved with the project. Plans presented at the preapplication meeting are nonbinding and do not "vest" an application or a proposed project unless such plans have been submitted as part of a project permit application that previously has been deemed complete by the city. A summary of a preapplication meeting, including any documentation provided to the city by the applicant or to the applicant by the city, shall be made and included in the project file following the meeting.

(Ord. 4807 § 18, 2018; Ord. 4803 § 3, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 19. Section 15.220.015 is hereby added to the Ellensburg City Code, to read as follows:

15.220.015 Subsequent preapplication meeting.

- A. A subsequent preapplication meeting shall be required when either of the following apply:
1. Five years or more have lapsed between the date a preapplication meeting report is sent to its applicant and the submission of permit applications for the project, and there is no consistent party among the applicant, owner, or representative of the previous preapplication and project permit; or
 2. The property of the proposal has been subject to change by any boundary line adjustment, annexation, comprehensive plan future land use map amendment, subarea plan adoption or amendment, or area-wide rezone, when such change was not evaluated in the previous preapplication as toward the proposal and the change meaningfully alters project entitlements or requirements.
- B. A subsequent preapplication meeting may be requested by the applicant prior to submission of project permit applications, or by the city prior to a determination of application completeness, when development standards amended subsequent to the preapplication report would alter said previous report with respect to project entitlements and requirements for substantially the same project, including:

1. Amendments to the Ellensburg City Code;
 2. Amendments to City of Ellensburg Public Works Development Standards; or
 3. Amendments to the Revised Code of Washington or Washington Administrative Code pertinent to the proposal and administered by the city, such as SEPA, Critical Areas ordinances, zoning, subdivision, local project review, transportation, utilities, and construction.
- C. Required subsequent preapplications, and voluntary subsequent preapplications requested by an applicant, are subject to applicable fees.

Section 20. Section 15.220.040 of the Ellensburg City Code, as last amended by Ordinance 4929, Section 4, is hereby amended to read as follows:

15.220.040 Public notice of application.

- A. *Issue notice.* Within 14 calendar days of the determination of completeness, the city shall issue a notice of application for all Type II, III, and IV projects. Notice of any SEPA pre-threshold determination comment opportunities available pursuant to chapter 15.270 ECC or critical area determination comment opportunities pursuant to division VI shall be combined with the notice of application.
- B. *Notice contents.* The notice of application shall include the following information:
1. The dates of application, determination of completeness, and the date of the notice of application;
 2. The name and address of the applicant or the applicant's designated agent;
 3. The location and description of the project;
 4. The requested actions and any required studies, if known;
 5. The date, time, and place of any predecision public meeting or open record hearing, if one has been scheduled;
 6. Identification of any environmental or critical area documents related to the project, if any, and where they are located for review;
 7. A statement of the limits of the public comment period. With the exception of short subdivisions and SEPA determinations which have a 14-calendar-day comment period

per ECC 15.270.120(A), the comment period for all applications subject to review under this section is 21 calendar days beginning on the day following the date of notice of application;

8. A statement of the right of any person to comment on the application, receive notice of and participate in any hearings, request a copy of the decision once made, and any appeal rights;
9. The name and phone number and email address of the city staff contact for the application;
10. Identification of the known development regulations that will be used in determining consistency of the project with the comprehensive plan; and
11. Any other information that the city determines to be appropriate.

C. *Public notification.* The notice of application shall be made available to the public, through the following methods:

1. *Mail.* For site-specific proposals requiring a Type II (except signs), Type III or Type IV review process, the department shall mail notice to owners of real property located within 300 feet of the subject property and to any agencies with jurisdiction;
2. *Post site.* The applicant for site-specific proposals requiring a Type III or IV review process and/or requiring SEPA review pursuant to chapter 15.270 ECC, shall post a notice board on the site at the applicant's expense within five calendar days after the date of issuance of the determination of complete application per the requirements set forth in ECC 15.220.050 and 15.270.120. Type V annexation proposals shall be posted as required in chapter 35A.14 RCW and verified by an affidavit of publication; and
3. *Newspaper.* For Type II permits (except signs), site-specific proposals requiring a Type III or Type IV review process, and for non-site-specific proposals requiring a Type V review process, the department shall also publish a notice of the application in the newspaper of general circulation for the general area in which the proposal is located. This notice shall include the project location and description, the type of permit(s) required, comment period dates, staff contact information, and the location where the complete application may be reviewed.

D. *Public comments.* The department must receive all comments received on the notice of application by 5:00 p.m. on the last day of the comment period. Comments may be mailed, emailed, faxed, or personally delivered.

(Ord. No. 4929, § 4, 11-6-2023; Ord. 4807 § 21, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 21. Section 15.220.050 of the Ellensburg City Code, as last amended by Ordinance 4929, Section 5, is hereby amended to read as follows:

15.220.050 Notice board requirements.

Posted notice for a proposal as required in ECC 15.220.040(C)(2) shall consist of one or more notice boards posted at the applicant's expense by the applicant within five calendar days following the department's issuance of a determination of completeness as follows:

- A. Notice board. The department shall provide the applicant with a reduced paper copy of the required notice which the applicant shall be responsible for enlarging to a six-square-foot (two feet tall by three feet wide) waterproof sign for posting;
- B. Number of boards. A single notice board shall be posted for a project. This notice board may also be used for the posting of the notice of decision and notice of hearing. Additional notice boards may be required by the department when:
 - 1. The site does not abut a public road;
 - 2. A large site abuts more than one public road; or
 - 3. The department determines that additional notice boards are necessary to provide adequate public notice;
 - 4. Type V annexation by petition proposals shall be posted in three public places within the territory proposed for annexation, and shall specify the time and place of hearing and invite interested persons to appear and voice approval or disapproval of the annexation pursuant to RCW 35A.14.130.
- C. Location of the notice board. The notice board shall be located:
 - 1. At the midpoint of the site's street frontage or as otherwise directed by the department for maximum visibility;
 - 2. Five feet inside the street property line except when the board is structurally attached to an existing building; provided, that no notice board shall be placed more than five feet from the street property without approval of the department;
 - 3. So that the top of the notice board is between seven to nine feet above grade; and
 - 4. Where it is completely visible and readable from the facing property line of the site.
- D. Notice boards shall be:

1. Maintained in good condition by the applicant during the notice period through the time of the final city decision on the proposal, including the expiration of any applicable appeal periods and, for decisions that are appealed, through the time of the final resolution of any appeal. Failure to properly maintain the notice board in good condition and in the proper location as specified above may result in the director making a determination that there is a need to provide additional time for public notice;
 2. In place at least 21 calendar days prior to the date of any required hearing for a Type III or IV project, or at least 14 calendar days following the department's issuance of a determination of completeness for any Type I or II project requiring a concurrent SEPA threshold determination;
 3. Removed ~~within 14 calendar days~~ after the final decision has been made on the project and all applicable appeal periods have passed;
 4. Removal of the notice board prior to the required time above may be cause for discontinuance of city review until the notice board is replaced and remains in place for the specified time period; and
- E. An affidavit of posting shall be submitted to the department by the applicant within seven days following the department's determination of completeness to allow continued processing of the application by the department.

(Ord. No. 4929, § 5, 11-6-2023; Ord. 4807 § 22, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 22. Section 15.220.070 of the Ellensburg City Code, as last amended by Ordinance 4951, Section 6, is hereby amended to read as follows:

15.220.070 Permit processing time limits.

- A. Decisions on Type I permits shall be issued within 65 calendar days from the date the application is determined complete ~~of application submittal~~ and, in the event that the decision will take longer than 65 calendar days, the applicant shall be notified and provided with a reason for the delay and an estimate of the time frame in which the decision will be made. Decisions on Type II project permits shall be made within 100 calendar days from the date of issuance of a determination that the application is complete. Decisions on Type III or IV project permits shall be made within 120 calendar days from the date of issuance of a determination that the application is complete. Exceptions to this 120-calendar-day time limit are:

1. Substantial project revisions are made or requested by an applicant, in which case the 120 calendar days will be calculated from the time that the city determines the revised application to be complete;
2. The time required to prepare a critical area report pursuant to division VI (if applicable) and the time required to issue a draft and final environmental impact statement (EIS) in accordance with the State Environmental Policy Act (if applicable);
3. Any period for administrative appeals of project permits;
4. Landmarks and design commission certificates of appropriateness must be issued within ~~30~~ 100 calendar days of the application being deemed complete, unless the COA involves another permit application review process with a longer timeline pursuant to ECC 15.210.020(B), in which case the permit processing time limits are governed by that other permit application review process; ~~or unless the COA is for a demolition in which case the time limits set forth in ECC 15.280.090 shall apply;~~
5. Amendments to the comprehensive plan or LDC for which the schedule for adoption is established legislatively;
6. Short subdivisions, preliminary and final subdivisions, and binding site plans which are governed by the processing time limits set forth in chapter 15.260 ECC, and SEPA Threshold Determinations which are governed by chapter 15.270 ECC; or
7. Development agreements (see chapter 15.380 ECC and RCW 36.70B.200).
8. Any written notice from the department requesting additional information shall include a notice that nonresponsiveness for 60 consecutive days may result in 30 days being added to the time for review. "Nonresponsiveness" means that the applicant is not making demonstrable progress on providing additional requested information to the department, or that there is no ongoing communication from the applicant to the department on the applicant's ability or willingness to provide the additional information.

B. The time limits set for Type I, II, III, or IV projects do not include:

1. Any period of time during which the applicant has been requested in writing by the department to correct plans, perform studies, including critical area reports pursuant to division VI, or provide additional information. This period of time shall be calculated from the date the department notifies the applicant of the need for such additional information, studies or reports, until the date the department determines that the additional information satisfies the request for such information or 14 calendar days after the date the information has been provided to the department, whichever is earlier.

2. If the department determines that the additional information submitted to the department by the applicant under subsection (B)(1) of this section is insufficient, the department shall notify the applicant of the deficiencies in writing within 14 calendar days from the date the information was provided to the department, and the procedures provided in subsection (B)(1) of this section shall apply as if a new request has been made.
- C. If the department is unable to issue its final decision on a project permit application within the time limits provided for in this section, it shall notify the applicant of that inability to issue the final decision within the prescribed time limits. Such notice shall include a statement of the reasons why the time limit has not been met and an estimated date for issuance of the notice of decision.

(Ord. No. 4951, § 6, 12-16-2024; Ord. 4807 § 23, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 23. Section 15.220.080 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.220.080 Public notice of final project permit decision.

For Type I, II, III, and IV project permits, the director shall issue and mail a notice of decision to ~~the parties of record, to any person who, prior to the rendering of the decision, requested notice of the decision in writing or provided substantive comment on the proposal,~~ and to the Kittitas County assessor's office. The notice of decision may be a copy of the final report, and must include the SEPA threshold determination and critical area final determination if the project was not categorically exempt from SEPA and critical area determination. The decision notice must state procedures and timelines for eligible administrative appeals under Chapter 15.230 ECC, and state that affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation. For Type III and IV permits and SEPA threshold determinations, the notice of decision shall also be posted on the subject property and published in the city's official newspaper pursuant to the requirements in ECC 15.220.040(C) and 15.220.050.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 24. Section 15.230.010 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.230.010 Limitations on the number of hearings.

- A. No more than one open record hearing shall be heard on any project permit application. The administrative appeal hearing on a SEPA threshold determination of ~~nonsignificance~~ or a critical area determination pursuant to division VI shall be consolidated with any open record hearing on the project permit.
- B. A public meeting may be held by a designated body prior to making a recommendation to a decision-maker. The purpose of such public meeting shall be to help inform the recommendation or decision but will not involve the acceptance of any evidence or formal testimony. Materials submitted and utilized in informing any recommendation shall accompany the recommendation to the decision-maker. Procedures for public meetings are governed by chapter 42.30 RCW.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 25. Section 15.230.020 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 24, is hereby amended to read as follows:

15.230.020 Public notice of open record public hearing.

Notice of the time and place of an open record hearing, including open record appeal hearings, shall be made available to the public by the department no less than 14 calendar days prior to the hearing, through use of these methods:

- A. *Mail.* Mailing to owners of real property located within 300 feet of the subject property;
- B. *Newspaper.* The department shall publish a notice of the open record public hearing in the newspaper of general circulation for the general area in which the proposal is located; and
- C. *Post site.* Posting the property (~~for site-specific proposals~~). (Type III and IV permits and SEPA appeals only; See ECC 15.220.040).
- D. *City hearing body notification.* Notice of an open record hearing may be transmitted by the department to a city hearing body through staff in accordance with the body's regular meeting agenda process.

(Ord. 4807 § 24, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 26. Section 15.230.025 is hereby added to the Ellensburg City Code, to read as follows:

15.230.025 Public notice of closed record public hearing.

Notice of the time and place of a closed record hearing, including closed record appeal hearings, shall be made available by the department no less than 14 calendar days prior to the hearing pursuant to ECC 15.230.090(B)(3), limited to the following parties and methods:

- A. *Mail.* Mailing or electronic mail to the applicant, anyone who testified at the open record public hearing and provided sufficient contact information for written notification, any person who timely submitted written comments incorporated into the open record by mail with a return address or via email;
- B. *City hearing body notification.* Notice of a closed record hearing may be transmitted by the department to a city hearing body through staff in accordance with the body's regular meeting agenda process.

Section 27. Section 15.230.030 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.230.030 Effective date of decision.

Unless an administrative appeal is timely filed, a project permit decision of the city shall be effective on the date the written decision is issued, or as otherwise stated in the decision such as for zoning ordinances.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 28. Section 15.230.040 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.230.040 General description of appeals.

Appeals of decisions issued by a city decision-maker under ECC Title 15 shall be governed by this Section and ECC Table 15.210.040(A) as modified by 15.210.050, generally as follows:

- A. Type I project permits are appealable only to superior court.

- B. Type II project permit decisions are subject to administrative appealable to the hearing examiner ~~(unless otherwise noted in table 15.210.050(B)) who conducts an open record appeal hearing.~~
- C. Type III project permit decisions are either subject to administrative appeal to city council or to judicial appeal to superior court as provided~~appealable to city council which conducts a closed record appeal hearing, except Type III decisions made by city council which are appealable to superior court.~~
- D. Appeals of city council final decisions (including all Type IV and V permits), and appeals of an administrative appeal body's ~~authority's~~ final decisions, shall be made to the superior court or to the growth management hearings board, as applicable to the matter being appealed.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 29. Section 15.230.050 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.230.050 Grounds for administrative appeal.

Any administrative appeal to Type II and III heard by a city appeal body for project permit decisions made by city decision-makers shall be linked to the criteria of the underlying project permit decision. The grounds for filing an appeal shall be limited to the following:

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

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 30. Section 15.230.060 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.230.060 Standing to initiate an administrative appeal.

- A. *Limited to parties of record.* Only parties of record may file an administrative appeal.
- B. *Definition.* The term "parties of record" for the purposes of this chapter, shall mean:
1. The applicant;
 2. In the case of a closed record appeal: Any person who testified at the open record public hearing on the application;
 3. Any persons who submitted written comments concerning the application ~~(excluding persons who have only signed petitions or mechanically produced form letters);~~
 4. The Ellensburg city council;
 5. Property owners within 300 feet of the property subject to the project permit; or
 6. Any person who can demonstrate that he/she is aggrieved by the decision in a manner sufficient to establish standing to initiate an administrative appeal.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 31. Section 15.230.070 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 25, is hereby amended to read as follows:

15.230.070 ~~Appeals~~ Administrative appeal procedures.

~~Appeals~~ Administrative appeals of a project permit decision shall be governed by the following:

- A. *Time to file.* An administrative appeal to a city appeal body shall be considered timely only if it is filed with the community development director within 14 calendar days after written notice of the decision is ~~mailed~~ issued and is accompanied by the appropriate appeal fee. ~~Appeals~~ Administrative appeals shall be delivered to the community development department by mail, personal delivery or by fax before 5:00 p.m. on the last business day of the appeal period. ~~Appeals~~ Administrative appeals received by mail after 5:00 p.m. on the last day of the appeal period will not be accepted, no matter when such appeals were mailed or postmarked.
1. Exception. When a SEPA threshold determination requiring subsequent public comment is issued concurrently with a project permit decision that is eligible for administrative appeal, the appeal period shall be extended by an additional seven days. See RCW 36.70B.110(9).

- B. *Computation of time.* For the purposes of computing the time for filing an administrative appeal, the day the decision is issued shall not be counted. If the last day of the administrative appeal filing period is a Saturday, Sunday, or holiday designated by RCW 1.16.050 or by a city ordinance, then the appeal must be filed on the next business day.
- C. *Acceptance of appeal.* The director shall accept administrative appeals that meet the requirements of this section and shall schedule such appeals for consideration by the appeal body ~~or city council~~ as provided in ECC 15.230.040. The director shall reject any administrative appeal that fails to meet the filing and submittal requirements of this section. The appeal fee shall be refunded in the event the director rejects an administrative appeal, or in the event that the appellant files a written statement with the director at least 15 calendar days before the scheduled date for consideration of the appeal. In all other cases, the appeal fee shall be nonrefundable.
- D. *Content of appeal.* ~~Appeals~~ Administrative appeals shall be in writing, be accompanied by the required appeal fee, and contain the following information:
1. Appellant's name, address and phone number.
 2. A statement describing appellant's standing to appeal.
 3. Identification of the application or decision that is the subject of the appeal.
 4. Appellant's statement of grounds for appeal and the facts upon which the appeal is based, with specific references to the facts in the record;
 5. The specific relief sought.
 6. A statement that the appellant has read the appeal and believes the contents to be true, followed by the appellant's signature or the signature of the appellant's agent, provided such agent's authorization is in writing and accompanies the appeal.
- E. *Effect.* The timely filing of an administrative appeal shall stay the decision-maker's decision until such time as the appeal is concluded or withdrawn.
- F. *Burden of proof.* The appellant shall bear the burden to demonstrate that at least one of the grounds for administrative appeal as set forth in ECC 15.230.050 has occurred.
- G. *Standard of review.* The appeal body shall determine whether there is substantial evidence in the administrative record to support an affirmative finding that one of the grounds for administrative appeal raised by the appellant has been met. The appeal body may affirm, modify or reverse the decision of the hearing body.

- H. *Decision.* The appeal body shall issue a written decision on the appeal supported by written findings and conclusions. The director shall mail notice of the appeal body's decision to the appellant(s), the applicant, and other parties of record. The notice shall consist of the appeal body's decision identifying the case by number and appellant's name. The notice shall also include a statement concerning any appeal rights for the appeal decision. Where applicable, the notice shall comply with the official notice provisions of RCW 34.21C.075.

(Ord. 4807 § 25, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 32. Section 15.230.080 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 26, is hereby amended to read as follows:

15.230.080 Open record hearing or open record appeal hearing proceedings.

A. *Responsibility of director for hearing.* The director shall:

1. Schedule a predecision public hearing or an open record administrative appeal public hearing as applicable. If the matter is a predecision public hearing, the open record hearing shall be heard within 60 calendar days from the issuance of the notice of application. If the matter is an administrative appeal of a decision which provides for an open record ~~appeal~~ hearing, such administrative appeal hearing shall be held and a decision made within 45 calendar days from the date the appeal is filed unless otherwise established by statute.
2. Provide notice of public hearing as required per ECC 15.230.020.
3. Prepare the staff report on the application, which shall be a single report stating all of the decisions made as of the date of the report, including recommendations on a project permit that did not require an open record predecision hearing. The report shall state any mitigation required or proposed under the development regulations or the city's authority under SEPA.
4. Once a decision has been issued, prepare the notice of decision, if required by the hearing body, and mail a copy of the notice of decision to those required to receive such decision.

B. *Conflict of interest; ethics; Open Public Meetings Act; appearance of fairness.* The hearing body shall be subject to the code of ethics (RCW 35A.42.020), prohibitions on conflict of interest (RCW 35A.42.020 and chapter 42.23 RCW), open public meetings (chapter 42.30 RCW), and appearance of fairness (chapter 42.36 RCW) as the same now exist or may hereafter be amended.

C. *Ex parte communication.*

1. No member of the hearing body may communicate, directly or indirectly, regarding any issue in a proceeding before the hearing body, other than to participate in communications necessary to procedural aspects of maintaining an orderly process, unless such member provides notice and opportunity for all parties to participate, except as provided in this subsection:
 - a. The hearing body may receive advice from legal counsel;
 - b. The hearing body may communicate with staff members on code or procedural matters; and
 - c. If, before serving as the hearing body in a quasi-judicial proceeding, any member of the hearing body receives an ex parte communication of a type that could not properly be received while serving, the member of the hearing body, promptly after starting to serve, shall disclose the communication as described in subsection (C)(2) of this section.
2. If a member of the hearing body receives an ex parte communication in violation of this section, he or she shall place on the record:
 - a. All written communications received;
 - b. All written responses to the communication;
 - c. A statement of the substance of all oral communications received and all oral responses made; and
 - d. The identity of each person from whom the hearing body member received any ex parte communications.
3. Any person in the hearing audience may object to the participation in the hearing of any hearing body member who has placed an ex parte communication on the record and the hearing body member may choose to recuse himself or herself from the hearing or may provide rebuttal to said objection and indicate on the record that he or she believes that they can continue on to hear the matter in a fair and unbiased manner.

D. *Disqualification.*

1. A member of the hearing body who is disqualified through recusal shall not be counted for purposes of forming a quorum. Any member who is disqualified by recusal may do so only by making full disclosure to the audience, abstaining from voting on the proposal, vacating the seat on the hearing body and physically leaving the hearing room.

2. Except for Type V actions, a member absent during the presentation of evidence in a hearing may not participate in the deliberations or decision unless the member has reviewed the evidence received.
- E. *Burden and nature of proof.* Except for Type V actions, the burden of proof is on the proponent to demonstrate that the project permit application is supported by proof established on the record that it conforms to the applicable elements of the LDC and comprehensive plan and that any significant adverse environmental impacts have been adequately addressed.
- F. *Order of proceedings.* The order of proceedings for a hearing will depend in part on the nature of the hearing. The following shall be supplemented by administrative procedures as appropriate:

Before receiving information on the issue, the following shall be determined:

1. Any objections on jurisdictional grounds shall be noted on the record and, if there is objection, the hearing body has the discretion to proceed or terminate;
 2. Any abstentions or disqualifications shall be determined;
 3. The hearing body may view the area in dispute with or without notification to the parties, but shall place the time, manner and circumstances of such view on the record;
 4. Information shall be received from the staff and then from proponents and then from opponents. The presiding officer may approve or deny a request from a person attending the hearing to ask a question. Unless the presiding officer specifies otherwise, if the request to ask a question is approved, the presiding officer will direct the question to the person submitting testimony; and
 5. When the presiding officer has closed the public hearing portion of the hearing, the hearing body shall openly discuss the issue and may not ask further questions of any person without reopening the public hearing, except that questions to staff of code or procedural clarification or legal question to the city attorney.
- G. *Decision and notice of decision.*
1. Following the hearing procedure described in this section, the hearing body shall approve, conditionally approve, or deny the application. If the open record hearing is an administrative appeal, the hearing body shall affirm, ~~affirm with conditions~~, or reverse the decision that is on appeal.
 2. The open record hearing body's written predecision, or final decision for open record appeals, shall be issued within ten working days after the hearing on the project permit application. The notice of any final decision shall be issued pursuant to ECC Table

15.210.040(B) and 15.220.080 within 120 calendar days after the city notifies the applicant that the application is complete.

H. ~~Issuance of notice of final decision.~~ The notice of decision shall be issued pursuant to ECC 15.220.080.

(Ord. 4807 § 26, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 33. Section 15.230.090 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 27, is hereby amended to read as follows:

15.230.090 Closed record hearing or closed record appeal hearing proceedings.

- A. A closed record hearing or closed record administrative appeal hearing shall be heard and decided within 45 calendar days from the date the ~~appeal matter~~ is filed unless otherwise established by statute.
- B. The procedure for closed record hearing or closed record administrative appeal hearing shall be the same as set forth in ECC 15.230.080, ~~open record hearing or appeal hearing proceedings~~, except that:
 - 1. The closed record hearing shall be limited solely to the record established in the ~~predecision~~ open record hearing on which the recommendation or decision was made, and the hearing body shall be limited in its review to determining whether the previous recommendation or decision is supported by the record. The ~~appeal~~ closed record hearing body, may decide:
 - a. To uphold the decision as being supported by the record; or
 - b. Reverse the decision as not being supported by the record.
 - 2. Participation in the closed record hearing shall be limited to the city, including all staff, the applicant for the proposal subject to appeal, parties of record as defined in ECC 15.230.060(B), and for closed record administrative appeals those persons or entities which have timely filed complete written appeal statements and paid the appeal fee. No new testimony or evidence can be entered into the record although the hearing body can seek clarification of the record.
 - 3. Public noticing requirements for closed record hearings and closed record administrative appeals will be limited to persons and methods pursuant to ECC 15.230.025 ~~the applicant and parties of record~~.

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

1. The hearing body shall approve, conditionally approve, or deny the application when considering a predecision or recommendation. If the closed record hearing is an administrative appeal, the hearing body shall affirm or reverse the decision that is on appeal.

2. Where the closed record hearing provides for a final decision by a hearing body serving as decision-maker, the hearing body's written decision shall be issued within ten working days after the hearing on the project permit application. The notice of decision shall be issued pursuant to ECC Table 15.210.040(B) and 15.220.080.

(Ord. 4807 § 27, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 34. Section 15.230.100 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.230.100 Judicial review and growth management review—non-administrative appeals.

No person may seek judicial review of any decision of the city, unless that person first exhausts the administrative appeal remedies provided by the city. Appeals of final city decisions, including those of a city administrative appeal body, shall be made to a court of competent jurisdiction or to the growth management hearings board as applicable to the matter being appealed and eligible under law.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 35. Section 15.250.010 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.250.010 Temporary use permits—Type II review process.

A. *Purpose.* A temporary use permit is a mechanism by which the city may permit a use to locate within the city on private property on an interim basis, without requiring full compliance with the LDC or by which the city may permit seasonal or transient uses not otherwise permitted.

B. *Procedures.* Temporary uses are subject to the Type II review process as set forth in chapter 15.210 ECC.

- C. *Decision criteria.* The director may approve or modify and approve an application for a temporary use permit if:
1. The temporary use will not be detrimental to public health, safety, or welfare, nor injurious to property and improvements in the immediate vicinity of the subject temporary use;
 2. The temporary use is not incompatible in intensity and appearance with existing land uses in the immediate vicinity of the temporary use;
 3. Adequate parking is provided for the temporary use and, if applicable, the temporary use does not create a parking shortage for the existing uses on the site;
 4. Hours of operation of the temporary use are specified; and
 5. The temporary use will not create noise, light, or glare which would adversely impact surrounding uses and properties.
- D. *Time period.* A temporary use permit is valid for up to 60 calendar days from the effective date of the permit, except that the director may establish a shorter time frame or extend a temporary use permit for up to one year. Temporary uses for more than one year shall require review and approval by city council as a Type IV decision.
- E. *Exemptions.* Temporary model dwellings and related sales offices shall be exempt from temporary use permitting requirements, subject to the following:
1. No more than one lot may be utilized for such temporary use within a subdivision permitting single-family residences, limited to a period not to exceed three years from recording the final plat of the subdivision or the phase intended for the temporary use.
 2. In multifamily buildings with dwellings for ownership, no more than one ground-level ADA accessible unit may be utilized for home model display, and one ground-level ADA accessible unit for sales office, both limited to a period not to exceed three years from the issuance of a final certificate of occupancy for all permanent dwellings in the project.
 3. Sales offices must be limited to sale of lots or dwellings within the same subdivision, or the same multifamily development with ownership dwellings.
 4. Such use shall comply with all building code requirements, public works development standards, and any conditions imposed for the temporary use by the community development director to mitigate reasonably foreseeable identified impacts of the use. Any additional off-street parking areas developed solely to serve a sales office shall be removed upon removal of the exempt temporary use.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 36. Section 15.250.030 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.250.030 Design review—Type I or II review process.

A. Purpose.

1. To promote the public health, safety, and general welfare of the citizens of the city;
2. To recognize that land use regulations aimed at the orderliness of community growth, the protection and enhancement of property values, the minimization of discordant and unsightly surroundings, the avoidance of inappropriateness and poor quality of design and other environmental and aesthetic objectives provide not only for the health, safety and general welfare of the citizens, but also for their comfort and prosperity and the beauty and balance of the community, and as such, are the proper and necessary concerns of local government;
3. To increase awareness of design considerations among the citizens of Ellensburg; and
4. To create a review process that balances flexibility and predictability for applicants, staff, public officials, and community members.

B. Minor and major project design review.

1. Exterior modifications to any property that is on the landmarks register are reviewed for applicable design review by the landmarks and design commission pursuant to Chapter ECC 15.280 ECC. 090.
2. For all non-landmarks register properties, exterior modifications and new construction are subject to both major and minor design review, as defined in ECC 15.130.040, and are reviewed for conformance with applicable land use and zoning provisions in division III, applicable community design provisions in division IV, and applicable project design provisions in division V, plus other applicable provisions set forth in the LDC.
3. The director shall have the authority to determine if a minor exterior modification to a non-landmarks register property is not significant, and therefore does not require design review, based on factors such as the scope, location, context and visibility of the change or modification. The director may determine that design review is not required for such minor exterior modifications including, but not limited to: repainting structures to similar colors; relocating, modifying or adding mechanical equipment;

reorganization of portions of parking lots involving less than five spaces; modifications to locations of existing lighting; or minor changes to existing approved landscaping; provided, that cost of work does not exceed 15 percent of the structure's current Kittitas County assessed value as of the time the initial application for the work is submitted.

If there is no current Kittitas County assessed value for a structure, a current appraisal of the structure, which shall be provided by the applicant and acceptable to the director, shall be used as the value point of reference for the structure.

- C. *Procedures.* Minor design review projects are subject to the Type I review process, and major design review projects or minor design review projects that request departures or are located on landmarks properties are subject to the Type II review process, as set forth in chapter 15.210 ECC.
1. Major design review projects require a preapplication meeting (see ECC 15.220.010);
and
 2. ~~Projects~~ Major or minor design review projects on landmarks register properties, and such projects which include one or more departure requests, require a review and approval by the landmarks and design commission through a Type II review process as set forth in table 15.210.050(B).
 3. ~~Projects~~ Major or minor design review projects not on landmarks register properties which include one or more departure requests require a review and approval by the director through a Type II review process as set forth in table 15.210.050(B).
- D. *Decision criteria.* Decision criteria for minor and major design review projects are set forth in divisions III through V of this title.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 37. Section 15.260.050 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 31, is hereby amended to read as follows:

15.260.050 Boundary line adjustment—Review procedures and criteria.

- A. *Procedures.* Adjustments of property boundary lines are subject to the Type I review process as set forth in chapter 15.210 ECC. Applications shall be reviewed by the director and certified as meeting the requirements of this section within ~~30~~65 calendar days of the determination that the application is complete.
- B. *Application contents.* Applications for a boundary line adjustment shall contain the following:

1. The minimum application requirements set forth in ECC 15.220.020 and a completed boundary line adjustment application form provided by the department, which shall include the signatures of all owners of interest in the land involved in the boundary line adjustment.
2. Payment of the application fee in the amount established in the city's adopted fee schedule.
3. Three copies of an accurate preliminary map drawn to scale.
4. A current title report showing ownership and legal description of all parcels involved in the boundary line adjustment.
5. The existing and proposed dimensions and area of the lots involved in the boundary line adjustment.
6. Legal descriptions of the existing lot lines and the proposed lot lines after the adjustment, as prepared by a professional land surveyor licensed in the state of Washington.

C. *Decision criteria.* The director shall approve an application for a boundary line adjustment if it is determined that:

1. No additional lot, tract, parcel, site or division will be created by the proposed adjustment;
2. No lot is modified which contains insufficient area and dimensions to meet the minimum requirements of the zone in which the affected lots are situated. Where a lot is located within a zone that does not provide for a minimum area or dimension, no lot or tract is modified which contains insufficient area for a building site;

For the purposes of this chapter, a "building site" means the lot or property contains sufficient area and dimension to accommodate a development capable of housing the type of uses established within division III for the underlying zoning classification;

3. No lot is modified which does not have adequate drainage, water supply and sanitary sewage disposal, and access for vehicles, utilities and fire protection, and no existing easement or tract in favor of the public is rendered impractical to serve its purpose;
4. The boundary line adjustment is consistent with the applicable provisions of the city's zoning code;
5. No lot is modified which is inconsistent with an applicable requirement or condition of a previous land use action, subdivision, or short subdivision;

6. No lot, use, or structure is made nonconforming or more nonconforming than that which existed at the time of application; and
 7. No lot is modified in a manner that circumvents a zoning regulation which would otherwise be applicable to any lot affected by the boundary line adjustment.
- D. *Minimum improvements.* Boundary line adjustments shall not be subject to any minimum improvements as outlined in ECC 15.260.060(F) and 15.260.070.
- E. *Final decision.* If the director determines that all the above criteria are met, he or she shall issue a notice of approval decision. If the director determines one or more of the above criteria are not met, he or she shall send a letter to the applicant listing those criteria that are not met in the proposed boundary adjustment.
- F. *Recording.* Upon approval, prior to recording the boundary adjustment, the following must be submitted to the community development department for review.
- G. *Requirements for final boundary map.* Once the boundary line adjustment has been approved by the director:
1. Survey of the boundary line adjustment. A final boundary map shall be prepared by a land surveyor licensed in the state of Washington at a scale of 100 feet to the inch, or larger, which shall contain the following:
 - a. Company name, address and phone number of the land surveyor;
 - b. City file number;
 - c. Date prepared;
 - d. Sheet number and number of sheets;
 - e. Certification by the licensed land surveyor with stamp and signature;
 - f. Lot numbers;
 - g. Monuments at all new lot corners, angle points, and intersections with old lines;
 - h. North arrow;
 - i. Legend of symbols used;
 - j. Basis of bearings;
 - k. All dimensions to hundredths of a foot;
 - l. All existing easements and tracts shown;

- m. Existing lot lines to be adjusted, shown as dashed lines; and
 - n. The final legal descriptions as prepared by the licensed land surveyor, together with lot closures for each lot.
2. The applicant will be responsible for recording the boundary line adjustment within ~~ten working~~ 180 days after the appeal period has expired, including an exhibit that corresponds to the drawing approved by the city, with the Kittitas County auditor's office. A copy of the recorded documents must be returned to the planning department within ~~ten calendar~~ working days of such recording, along with an electronic copy in a format readable by the city's current version of AutoCAD.

(Ord. 4807 § 31, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 38. Section 15.260.060 of the Ellensburg City Code, as last amended by Ordinance 4955, Section 105, is hereby amended to read as follows:

15.260.060 Preliminary subdivision (long plat)—Review procedures and criteria.

A. Procedures.

- 1. Land subdivisions that create ten or more lots (sometimes referred to as long plats) are subject to the Type IV review process as set forth in chapter 15.210 ECC.
- 2. Time limits.
 - a. Subdivisions that are granted preliminary approval shall be effective for a period set forth in RCW 58.17.140, during which time the final subdivision application shall be submitted for approval and recording.
 - b. Notwithstanding the foregoing, any applicant that files a plat extension application at least 30 calendar days prior to the original expiration date or the first expression thereof, demonstrating that the applicant has attempted in good faith to complete the required minimal improvement standards per ECC 15.260.070 and submit the final plat within the allowed time period, and that the associated plat extension application fees are paid, shall be granted a one-year extension by the director. Such an extension can be requested and granted two times.

The city shall make a decision on approval or denial of a preliminary subdivision application within 90 calendar days of the determination that the application is complete.

B. Application contents. Applications for a preliminary subdivision shall contain the following:

1. The minimum application requirements set forth in ECC 15.220.020 and a completed subdivision application form provided by the department, which shall include the signatures of all owners of interest in the land involved in the preliminary subdivision;
2. Payment of the application fee in the amount established in the city's adopted fee schedule;
3. A completed SEPA checklist and payment of the SEPA application fee;
4. A completed critical area information form or critical area report pursuant to division VI, if applicable;
5. A title report of the property to be subdivided;
6. A recorded copy of the deed for the property to be subdivided;
7. Copies of all existing or proposed restrictive covenants involving the land within the proposed subdivision;
8. Names and addresses of the owner(s) of the property to be subdivided and of any person or entity holding an interest in the property as identified on the title report in subsection (B)(5) of this section;
9. Names and addresses of all property owners within 300 feet of the boundaries of the proposed subdivision as those names appear on the records of the Kittitas County assessor;
10. The preliminary subdivision plat drawing which shall comply with all general drafting standards and tier 3 drafting guidelines required by the city's public works development standards (section 5, drafting standards). ~~Five copies of the drawing shall be provided with the application, along with an~~ An electronic copy on CD media in a format readable by the city's current version of AutoCAD, and one reduced paper copy not to exceed 11 inches by 17 inches, shall be provided. In addition to the drafting standards set forth in the city's public works development standards, such drawing shall clearly show the following:
 - a. Vicinity sketch showing the parcel boundaries and the major street system, with street names, within a one-quarter-mile radius;
 - b. Zoning of the property proposed for subdivision;
 - c. Location and size of existing and proposed utilities, railroads, and irrigation rights-of-way on the property proposed for subdivision;

- d. Plan view of proposed streets, their names and widths, pedestrian ways, all utilities and easements;
 - e. Location and size of all proposed ditches, culverts, catch basins, detention or retention ponds or other parts of the design for the control of surface water drainage;
 - f. Approximate boundaries of all areas subject to irrigation or stormwater overflow;
 - g. Location, width and direction of flow of all watercourses on the site; and
 - h. Location and identification of all critical areas, including associated buffers, on the property proposed for subdivision or on adjacent properties, as required by division VI.
- 11. Preliminary grading plan pursuant to public works department requirements;
 - 12. Preliminary stormwater plan pursuant to public works department requirements;
 - 13. Preliminary landscaping plan pursuant to divisions IV and V of this title;
 - 14. A narrative addressing ownership and maintenance of open spaces, stormwater facilities, public trails and critical areas, and the applicable approval criteria and standards of the Ellensburg Municipal Code. It should also address any proposed building conditions or restrictions;
 - 15. Transportation study, if required by the public works department;
 - 16. Location of any proposed building envelopes on the lots being created; and
 - 17. Any other information in the opinion of the director which is necessary to determine if the proposed subdivision makes appropriate provisions for physical problems or hazards involving public health, safety and/or welfare.
- C. *Referral to city departments and other agencies for comments.* The community development department shall distribute one copy of the preliminary subdivision application to the public works department, energy services department, building department, fire marshal, and any public agency that may be affected by the proposed preliminary subdivision.

Whenever the property proposed to be subdivided is located within one-half mile of the corporate limits of the unincorporated county, a copy of the proposed preliminary subdivision application shall be distributed to the respective jurisdiction.

The community development department will transmit any department or agency review materials to the hearing examiner as part of the staff report on the application.

- D. *Hearing examiner recommendation.* The hearing examiner shall be responsible for holding an open record public hearing pursuant to procedures established in chapter 15.210 ECC to review the proposed preliminary subdivision application together with accompanying materials and documents, land use applications, staff reports and public testimony. Based on the comments and testimony established at the public hearing, the hearing examiner shall make a recommendation on the preliminary subdivision application and any other related land use applications to the city council or return the preliminary subdivision application to the applicant with a request for additional information. If the hearing examiner makes a recommendation, such recommendation shall be for approval, disapproval, or approval with conditions. In recommending any proposed preliminary subdivision, the hearing examiner shall propose written findings of fact and conclusions of law to the city council which shall state fully the reasons for the recommendation.
- E. *City council action.*
1. The hearing examiner recommendation, findings and all supporting documents shall be forwarded to the city council. The community development department shall set a date and time for a public hearing before the city council to review the recommendation of the hearing examiner in a closed record hearing at which no new testimony or information may be presented. The city council shall then make its own decision supported by written findings of fact and conclusions of law and approve, approve with conditions, or disapprove the preliminary subdivision application.
 2. Prior to making a decision the city council may refer the preliminary subdivision application back to the hearing examiner for further consideration or may require the applicant to modify the preliminary subdivision application, or require more information to be submitted.
- F. *Decision criteria.* The city may approve, approve with conditions, or deny a preliminary subdivision application based on written findings of conformance with the following decision criteria:
1. The preliminary subdivision conforms to all applicable zoning standards of the city as set forth in the LDC, including the building setback and intensity standards in chapter 15.320 ECC, the streetscape design standards in chapter 15.410 ECC, the subdivision design standards in chapter 15.420 ECC, the project design standards in division V, and the public works development standards;
 2. All lots within the preliminary subdivision are provided with satisfactory access established consistent with the requirements of the public works development standards, ECC title 4, public works, the streetscape design standards and subdivision design and block standards in division IV, and the project design standards in division V;

3. All lots within the preliminary subdivision are provided with adequate provisions for water supplies, sanitary wastewater facilities, and storm drainage and surface water facilities consistent with the requirements of the public works development standards and ECC title 9, utilities;
4. All lots within the preliminary subdivision are provided with adequate provisions for electric service, and for natural gas service if applicable, consistent with the requirements of the city's energy services department design standards and with ECC title 9, utilities;
5. The preliminary subdivision conforms to all applicable critical areas standards set forth in division VI; and
6. The preliminary subdivision makes appropriate provisions for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school.

(Ord. No. 4955, § 105, 2-18-2025; Ord. No. 4953, § 3, 1-21-2025; Ord. 4807 § 32, 2018; Ord. 4804 §§ 1, 3, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 39. Section 15.260.080 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.260.080 Phasing of subdivision.

A subdivision may be developed and recorded as final in phases. Any phasing ~~proposal shall be submitted for review at any time prior to final subdivision application~~ may be submitted with a preliminary subdivision application. Phasing proposals may be submitted after preliminary subdivision approval, provided they are submitted no later than two years after the date of preliminary subdivision approval and before the filing of a final plat.

All phasing plans shall be reviewed pursuant to the Criteria of this Section. Phasing proposals for short subdivisions submitted after preliminary short subdivision approval shall be reviewed as a Type II Plat Alteration pursuant to ECC 15.260.170(C). Long subdivisions submitted after preliminary long subdivision approval shall be reviewed as a Type IV Plat Alteration pursuant to ECC 15.260.110(C).

Approval of the phasing plan shall be based on making the following findings:

- A. The phasing plan includes all land contained within the approved preliminary subdivision, including areas where off-site improvements are being made;
- B. The sequence and timing of development is identified on a phasing map;
- C. Each phase shall consist of a contiguous group of lots that meets all pertinent development standards on its own. The phase cannot rely on future phases for meeting any city codes;
- D. Each phase provides adequate circulation and utilities;
- E. Specific public improvements that are necessary for the entire development may be required to be completed with the first phase, regardless of phase design or completion schedule of future phases, such as but not limited to stormwater facilities which may be designed to be located in a subsequent phase but that are necessary to be developed in the first phase in order to ensure the facility essential to all of the subdivision is developed even if subsequent phases are never completed; and
- F. Any approved phase of a preliminary subdivision that has not been completed and recorded as final by the city prior to the lapse of the preliminary subdivision approval as set forth in ECC 15.260.060(A)(2) will be deemed to have lapsed with that preliminary subdivision.
- G. A phasing plan submitted after approval of a preliminary subdivision may not be used to evade, abrogate or nullify any requirements of this Chapter or the public works development standards, to absolve applicant from providing any public improvements required by the preliminary subdivision approval, or to waive the meeting of any conditions of the subdivision's preliminary approval.
- H. Additional conditions of approval may be imposed by the City related to phasing of the subdivision to mitigate reasonably foreseeable and identified impacts of phasing.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 40. Section 15.260.100 of the Ellensburg City Code, as last amended by Ordinance 4955, Section 107, is hereby amended to read as follows:

15.260.100 Final subdivision application review procedures and criteria.

- A. *Procedures.* Final subdivision applications are subject to the Type I review process as set forth in chapter 15.210 ECC, with exceptions provided herein.
- B. *Application contents.* Applications for a final subdivision shall contain the following:

1. The minimum application requirements set forth in ECC 15.220.020 and a completed final subdivision application form provided by the department, which shall include the signatures of all owners of interest in the land involved in the subdivision application as verified by the title report in subsection (B)(4) of this section;
2. A final subdivision plat drawing on mylar or other reproducible material which shall comply with all general drafting standards and tier 3 drafting guidelines required by the city's public works development standards (section 5, drafting standards). ~~Three copies of the drawing shall be provided with the application, along with an~~ An electronic copy ~~on CD media~~ in a format readable by the city's current version of AutoCAD, and one reduced paper copy not to exceed 11 inches by 17 inches shall be provided. In addition to meeting the drafting standards set forth in the city's public works development standards, such drawing shall clearly show the following:
 - a. Name of the owner(s) of the property being subdivided and mortgagee(s) of said property, if any;
 - b. Legal description of the property;
 - c. Boundary and lot lines, lot dimensions, lot area in square feet, and lot and block numbers;
 - d. Name and official seal of the licensed professional surveyor preparing the final subdivision plat certifying that the plat is a true and accurate survey;
 - e. Date, scale and north arrow;
 - f. Location of rights-of-way and easements, with easement purpose identified;
 - g. Statements of approval and places for signatures for the city engineer, city energy services director, community development director, the mayor of the city of Ellensburg, irrigation water district representative if applicable, and the county auditor;
 - h. A certification signed by the county treasurer's office that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid; and
 - i. A notarized acknowledgment by the owner(s) and mortgagee(s), if any, of the approval of the final subdivision plat and the dedication of streets and other public places.
3. Engineered design drawings for all required minimum improvements as shown on the approved preliminary subdivision plat drawing, which drawings shall meet the

- requirements of the public works development standards, and be approved by the city engineer prior to filing of the final subdivision application;
4. A title report of the property to be subdivided if the final subdivision application is not submitted to the administrator for review within 120 calendar days of the approval of the preliminary subdivision application; and
 5. If required public improvements are not to be installed prior to final subdivision application and will be bonded for instead, a subdivision improvements agreement shall be submitted including the following:
 - a. Public improvements to be provided in the subdivision as shown on the approved engineering design drawings;
 - b. Estimated cost of constructing said public improvements;
 - c. Phases of development of the subdivision, if phasing was provided for and approved in the preliminary subdivision approval, and completion dates for said phases;
 - d. Provisions for the dedication of park land or payment of fees in lieu of such land if applicable;
 - e. A bond guaranteeing the installation of the public improvements which shall meet the requirements of the public works development standards and be approved and accepted by the city engineer; and
 - f. In lieu of a bond the applicant may fulfill the public improvements requirement by actually installing the improvements required in the preliminary subdivision approval under the direction of the city engineer.
 6. A copy of any deeds, covenants, conditions, or restrictions together with a copy of the documents which establish and govern any homeowners' association which may be required.
- C. *Recommendations as prerequisites for final subdivision approval.* Each preliminary subdivision submitted for final approval shall be accompanied by the following recommendations:
1. Director's recommendation as to compliance with the terms of preliminary approval of the proposed subdivision; and
 2. City engineer's recommendation as to compliance with the terms of preliminary approval of the proposed subdivision.

Except as provided in RCW 58.17.140, an agency or person issuing a recommendation for subsequent approval under subsections (C)(1) and (2) of this section shall not modify the terms of its recommendations without the consent of the applicant.

D. *Decision criteria.* A final subdivision application shall be approved if the subdivision proposed for approval:

1. Conforms to all of the preliminary subdivision terms and conditions of approval; and
2. Meets all other applicable final subdivision requirements as set forth in chapter 58.17 RCW, other applicable state laws, this chapter, and any other applicable city ordinances which were in effect at the time of preliminary subdivision approval.
3. Approval and inscription. The city council shall make written findings of fact relating to its decision on the final subdivision application. If the decision is to approve the final subdivision application, a specific written finding of fact shall also be made that:
 - a. Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
 - b. The public use and interest will be served by the approval of such subdivision and dedication.
4. Upon approval of the final subdivision, the city council shall authorize the mayor to suitably inscribe and execute council's written approval on the face of the final subdivision plat drawing.

E. *Effect of final subdivision approval.* Any lots in a final subdivision filed for record shall be a valid land use, notwithstanding any change in zoning laws, for a period of five years from the date of filing. A subdivision shall be governed by the terms of approval of the final subdivision, and the statutes, ordinances and regulations in effect at the time of approval under RCW 58.17.150(1) and (3) for a period of five years after final plat approval unless the city council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision.

F. *Time frame for approval.* The final subdivision application, or portion thereof, shall be approved, disapproved, or returned to the applicant by the city within 30 calendar days of the determination that the application is complete.

- G. *Recording.* The final subdivision plat, in the form specified in this chapter, shall be recorded by the director with the Kittitas County auditor within ten working days after the appeal period has expired and shall be recorded in the presence of the applicant and with the cost of recording paid by the applicant.

(Ord. No. 4955, § 107, 2-18-2025; Ord. 4807 § 33, 2018; Ord. 4804 § 2, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 41. Section 15.260.120 of the Ellensburg City Code, as last amended by Ordinance 4955, Section 108, is hereby amended to read as follows:

15.260.120 Short subdivision plat (~~sometimes referred to as short plats~~)—Review procedures and criteria.

- A. *Procedures.* Short subdivisions are divisions that create nine or fewer lots and are sometimes referred to as short plats. Short subdivision applications are subject to the Type II review process as set forth in chapter 15.210 ECC, with exceptions provided herein.
- B. *Application contents.* Applications for a preliminary short subdivision shall contain all of the items required for a preliminary subdivision in ECC 15.260.060(B) except as follows: no SEPA checklist is required unless the proposed short subdivision is determined to not be exempt from SEPA review.
- C. *Referral to city departments and other agencies for comments.* The community development department shall distribute one copy of the preliminary short subdivision application to the public works department and utilities department, building department, fire marshal, and any public agency that may be affected by the proposed preliminary subdivision. Short subdivisions located adjacent to the right-of-way of a state highway shall be noticed to the state Department of Transportation.

Whenever the property proposed to be subdivided is located within one-half mile of the corporate limits of the unincorporated county, a copy of the proposed preliminary short subdivision application shall be distributed to the respective jurisdiction.

Comments may be submitted for 14 calendar days after the date of issuance of the notice of application.

- D. *Decision criteria.* The director may approve, approve with conditions, or deny a short subdivision application based on written findings of conformance with the following decision criteria:
1. Conformance with applicable provisions of the LDC, including the building setback and intensity standards in chapter 15.320 ECC, the streetscape design standards in

chapter 15.410 ECC, the subdivision design standards in chapter 15.420 ECC, the project design standards in division V, the public works development standards, and applicable critical areas standards set forth in division VI;

2. Integration of specific provisions. Short subdivisions shall integrate appropriate provisions for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school;
3. Public interest. The public's interest shall be served by the short subdivision and dedication.

E. *Time frame for approval.*

1. The administrator shall make a decision on approval or denial of a preliminary short subdivision application within 30-90 calendar days of the determination that the application is complete. An approved preliminary short subdivision application is valid for one-year-five years from date of approval. Failure to submit the final short subdivision application within that one-year five-year time frame will result in a lapse of the preliminary short subdivision approval.
2. Any applicant that files a plat extension application at least 30 days prior to the expiration, demonstrating that the applicant has attempted in good faith to submit the final plat within the allowed time period, and that the associated extension application fees are paid, shall be granted a one-year extension by the director. Such an extension can be requested and granted by the director two times.

(Ord. No. 4955, § 108, 2-18-2025; Ord. No. 4953, § 4, 1-21-2025; Ord. No. 4929, § 2, 11-6-2023; Ord. 4807 § 34, 2018; Ord. 4804 §§ 1, 3, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 42. Section 15.260.160 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.260.160 Short subdivision-final approval—~~Prohibition on~~ requirements for further division.

- A. Subsequent divisions. Property in an approved short subdivision that has been filed for record may not be further divided in any manner within a period of five years unless filed as a long subdivision pursuant to ECC 15.260.060.

B. Exception for alterations of small subdivisions. When the approved short subdivision contains less than four parcels, nothing in this section shall prevent the owner who filed the short subdivision from filing a short plat alteration within five years of approval to create up to a total of four lots within the original approved short subdivision boundaries, pursuant to ECC 15.260.170(C).

~~Property in approved short subdivisions that have been filed for record may not be further divided in any manner within a period of five years without the filing of a new subdivision pursuant to ECC 15.260.060, except that when the approved short subdivision contains less than four parcels, nothing in this section shall prevent the owner who filed the short subdivision from filing an alteration within the five-year period to create up to a total of four lots within the original approved short subdivision boundaries. This requirement shall be stated on the face of the recorded short subdivision plat drawing.~~

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 43. Section 15.260.180 of the Ellensburg City Code, last amended by Ordinance 4955, Section 110, is hereby repealed, and replaced with a new section 15.260.180 to read as follows:

15.260.180 – Binding site plan review and criteria.

- A. *Purpose.* This chapter provides for an optional method for the division for lease or sale of multifamily, commercial or industrial property, planned unit developments, condominiums and mobile home parks through the use of a binding site plan as provided for in Chapter [58.17](#) RCW. This method may be employed as an alternative to the subdivision and short subdivision procedures in this title when consistent with this chapter. The overall process for approving a binding site plan is a two-step process in which general binding site plan approval is obtained first, and final binding site plan approval is obtained second.
- B. *Requirements for a complete application.* These requirements are in addition to the minimum application requirements in ECC 15.220.020.

1. *General Binding Site Plan.*

- a. The application submittal requirements of ECC 15.220.020;
- b. A copy of the site plan as approved by the city through the site development or building permit, planned unit development or other development application process;
- c. A copy of any existing, recorded or proposed covenants, conditions and restrictions, property owners' association bylaws and incorporation documents, and all other

private restrictions or provisions currently applicable or which may become applicable to the subject property;

- d. If an existing residential development, evidence of the vote, appropriate association approval, or legal property owner authorizing the submittal of the application;
- e. A copy of a title company certification (current within 60 days from filing of the binding site plan) confirming that the title of the lands as described and shown on the binding site plan is in the name of the owner(s) signing the binding site plan; and
- f. The number of copies as directed by the city.

2. *Final Binding Site Plan.*

- a. The number of copies as directed by the city;
- b. Required information as set forth in ECC 15.260.100;
- c. Approved plans and documents from the applicable general binding site plan;
- d. A statement indicating that all development on the subject parcel is bound to the binding site plan; and
- e. Reference by recording number to the covenants, conditions and restrictions and property owners' association incorporation documents applicable to the property.

C. *Applicability.* The division of property by binding site plan is limited to the following:

- 1. Divisions of land into lots for sale or lease of commercially or industrially zoned property. For purposes of this section, commercially zoned property includes property that is zoned to permit or conditionally permit any multifamily residential uses. The binding site plan process shall not be used for single family residential land divisions.
- 2. A division for the purpose of lease when no residential structure other than mobile homes, tiny houses or tiny houses with wheels as defined in RCW [35.21.686](#), or travel trailers are permitted to be placed upon the land, provided the site plan complies with all applicable requirements for such uses contained in the Ellensburg City Code.
- 3. A division of land subject to Chapters [64.32](#) and [64.34](#) RCW as now in effect or hereafter amended so long as the site plan complies with the standards for condominiums under applicable Ellensburg City Code provisions.

D. *Existing Development.* Approved condominium developments, approved mobile home parks, approved final planned unit developments and approved building permits for any of the developments identified within this section which have been approved prior to the effective date of this chapter shall hereafter qualify as an approved general binding site plan.

The division or redivision of land for sale or lease qualifying under this subsection may be achieved through either the final binding site plan, subdivision or, if nine or fewer lots, the short subdivision process.

E. *Binding Site Plan Runs with the Land.* After a general or specific binding site plan is filed with the auditor of the county in which the land lies, all persons, parties, their successors, heirs or assigns, who own, have, or will have by virtue of purchase, inheritance or assignment, any interest in the real property of the subject site or portions thereof, shall be bound by the conditions and inscriptions attending the general/specific binding site plan.

F. *Procedure – General binding site plan*

1. The general binding site plan shall be considered by the appropriate decision body as provided for within ECC Chapter 15.210.
2. *Criteria for Review.* The general binding site plan shall comply with the decision criteria contained in ECC 15.260.060(F) and all other applicable development regulations contained in the Ellensburg City Code.

G. *Procedure – Final binding site plan*

1. *Filing – Final Binding Site Plan.* A final binding site plan shall be filed with the department of community development at such time as the property owner(s) intends to sell or lease a portion of property as approved in a general binding site plan.
2. *Limitations.* The final binding site plan shall not be used to modify the provisions of the approved general binding site plan, building permit, final occupancy permit, or associated planned unit development other than to divide lots for sale or lease within areas designated for lot development in the general binding site plan.
3. *Review Procedures – Final Binding Site Plan.* The final binding site plan shall be reviewed for compliance with the conditions of the general binding site plan, building permit, applicable planned unit development conditions and all other applicable regulations in effect at the time of application.
4. *Approval and Recording.* Upon determination of consistency, the final binding site plan shall be signed by the community development director and the public works director and filed with the Kittitas County Auditor.

H. *Special provisions applicable to condominium developments subject to Chapter 64.32 or 64.32 RCW.* The following additional conditions shall be required:

1. The improvements constructed or to be constructed thereon are required by the provisions of the binding site plan to be included in one or more condominiums or owned by an

association or other legal entity in which the owners of units therein or their owners' associations have a membership or other legal or beneficial interest;

2. The city has approved a general binding site plan pursuant to ECC 15.260.180(F) for the subject property;
3. All necessary documents are recorded with the county in which such land is located; and
4. The binding site plan contains the following statement on the face of the binding site plan:

“All development and use of the land described herein shall be in accordance with this binding site plan, as it may be amended with the approval of the city, town, or county having jurisdiction over the development of such land, and in accordance with such other governmental permits, approvals, regulations, requirements, and restrictions that may be imposed upon such land and the development and use thereof. Upon completion, the improvements on the land shall be included in one or more condominiums or owned by an association or other legal entity in which the owners of units therein or their owners' associations have a membership or other legal or beneficial interest. This binding site plan shall be binding upon all now or hereafter having any interest in the land described herein. [RCW [58.17.040\(7\)\(e\)](#)]”

5. The general binding site plan for a condominium development shall be deemed approved if the subject property has received final approval of a preliminary subdivision, planned unit development, a building permit, or a final certificate of occupancy has been issued.

I. *Alteration or Vacation.* Alterations or vacations of binding site plans shall be processed in the same manner as the original binding site plan.

1. *Information Waiver.* The community development director may waive the submittal of required information for general and final binding site plans if the information is either recorded or recorded by reference with the auditor and is available in the city's file(s).
2. The city may rescind all or a portion of a general or final binding site plan upon the request of the owner or owners of a legal lot or lots subject to a recorded binding site plan; provided, that any portion of a binding site plan which is rescinded shall be considered to be one lot unless divided by an approved subdivision or short division.
3. Signatures of the owners of those portions of a binding site plan which are not proposed to be altered by an amendment or rescission are not required on the amended binding site plan or application for rescission.

(Ord. No. 4955, § 110, 2-18-2025; Ord. No. 4953, § 5, 1-21-2025; Ord. 4807 § 36, 2018; Ord. 4804 §§ 1, 2, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 44. Section 15.280.090 of the Ellensburg City Code, as last amended by Ordinance 4935, Section 6, is hereby amended to read as follows:

15.280.090 Ellensburg landmarks register.

There is hereby created an Ellensburg landmarks register.

- A. *Criteria for eligibility to the register.* Any building, structure, site, object, or district may be designated for listing in the Ellensburg landmarks register if it is significantly associated with the settlement, development, architecture, politics, economy, social history, archaeology, or cultural heritage of the community; retains integrity of location, setting, design, materials, workmanship, feeling, and association; is at least 50 years old; and if it meets at least one of the following criteria:
1. Is associated with events that have made a significant contribution to the broad patterns of local, state, or national history;
 2. Is closely linked with the life of a person important in the history of the city, state, or nation;
 3. Embodies the distinctive visual characteristics of an architectural type, period, style, or method of construction;
 4. Is an outstanding work of a designer, builder, or architect;
 5. Has yielded, or may be likely to yield, important archaeological information related to history or prehistory; and/or
 6. Because of prominent spatial location, contrasts of siting, age, or scale, it is an easily identifiable visual feature of its neighborhood and contributes to the distinctive identity of that neighborhood.
- B. *Process for designating properties to the landmarks register (a Type II review process exception).*
1. Any person may nominate a building, structure, site, object, or district for inclusion in the Ellensburg landmarks register. Members of the commission or the commission as a whole may generate nominations. In its designation program, the commission shall consider the Ellensburg historic resource inventory and the Ellensburg comprehensive plan. Owner(s)' consent is required before the commission shall consider the nomination.

2. Nominations shall be made on forms provided by the commission. Completed nominations received by the commission will be scheduled for review within 15 working days of ~~receipt~~ a determination the application is complete.
3. The commission shall consider the merits of the nomination at a public hearing, in accordance with the criteria for eligibility set forth in subsection (A) of this section, and according to the nomination review process.
4. Adequate notice shall be given to the general public, the property owner(s), the author of the nomination, and lessees, if any, prior to the public hearing. Such notice shall include publication in a newspaper of general circulation in Ellensburg.
5. Within 100 days of a determine the nomination application is complete and within ten working days of holding the public hearing, the commission shall render a decision on whether a nominated property meets the criteria set forth in subsection (A) of this section. If the finding is that the nominated property meets the criteria set forth in subsection (A) of this section, the property shall be officially listed as a landmark, landmark site, or landmark district or part thereof. Notice of the decision shall be noticed pursuant to Chapter 15.210 ECC ~~sent to the property owner(s), the author of the nomination, any occupants of the building, the preservation planner, and the Ellensburg city council~~. If the listed property is adjacent to the boundary of an existing landmark district, said boundary shall be amended accordingly. If the listed property will create a new landmark district, then the listed area shall be designated on the official zoning map ~~with the notation "LR"~~ to indicate the district is on the landmarks register. An isolated property shall be designated on the official zoning map ~~with the notation "LR"~~ to indicate the property is on the landmarks register.
6. For individual landmark designations, the commission shall include in its designation the applicable criteria on which the listing is based, a legal description of the property, and a list of all significant features that contribute to its historic character.
7. For landmark district designations, the commission shall include in its designation recommendation the applicable criteria, a description of the boundaries of the district, and a list of all buildings, structures, sites, and objects which contribute to its historic character.
8. Whenever the commission rejects the nomination of all or any part of a property, the commission shall, within ten working days, issue a written decision including reasons supporting the determination that the criteria set forth in subsection (A) of this section have not been met. Notice of the decision shall be noticed pursuant to

~~Chapter 15.210 ECC sent to the property owner(s), author of the nomination, any lessees, the preservation planner, and the Ellensburg city council.~~

9. The commission's decision on a COA may be appealed to the hearing examiner in a closed record appeal hearing.
10. Properties listed in the Ellensburg landmarks register shall be recorded on official zoning records with an "LR" (for landmarks register). This designation shall not change or modify the underlying zone classification.

C. *Downtown and residential historic districts.*

1. The existing downtown historic district, defined in ECC 15.300.070(B) and hereafter known as the "downtown historic district and the existing residential historic district, defined in ECC 15.300.070(C) and hereafter known as the "First Railroad Addition historic district," are hereby designated as Ellensburg landmark districts. The geographic area encompassed by each district is identified on the map attached to the ordinance codified in this chapter and made a part of this chapter by reference.
2. The commission shall compile existing historical data and property records, prepare Ellensburg landmarks register nomination forms, and create complete landmark files for each of the landmark districts.
3. The provisions of ECC 15.280 shall hereafter apply to the downtown historic district and the First Railroad Addition historic district.

D. *Change of status from noncontributing to contributing within a district.* The owner(s) of record of noncontributing property within a district may submit a COA application to the department for change of status of the property from noncontributing to contributing. The application shall identify all features of historical significance of the property in accordance with subsection A of this section and shall include the legal description and description of all interior and exterior features, and outbuildings, that contribute to its proposed designation as a contributing property.

E. *Effects of listing on the Ellensburg landmarks register.*

1. Listing on the landmarks register of historic places is an honorary designation denoting significant association with the historic, archaeological, engineering, or cultural heritage of the community. Properties are listed individually or as contributing properties to a historic district.
2. Prior to the commencement of any exterior work visible from a public right-of-way on a landmarked building or any property located within the boundaries of a

district, excluding ordinary repair and maintenance, the owner must apply for and receive a COA from the commission for the proposed work. Violation of this rule shall be grounds for the commission to review the property for removal from the register.

3. This city is a certified local government (CLG), and therefore all qualifying properties listed on the Ellensburg and National Registers of Historic Places may be eligible for special tax valuation on their rehabilitation under ECC 15.280.130.
 4. Prior to whole or partial demolition of a register property or contributing property within a district, the owner must apply for and receive a demolition approval pursuant to the requirements of ECC 15.280.110.
- F. *Removal of properties from the register.* In the event that any designated landmark property is no longer deemed eligible for inclusion on the landmarks register by city staff or the commission, per requirements of subsections (A)(1)—(6) of this section, the commission may initiate removal of such designation by the same procedure as provided for in establishing the designation in subsection (B) of this section.

(Ord. No. 4935, § 6, 12-18-2023)

Section 45. Section 15.280.100 of the Ellensburg City Code, as last amended by Ordinance 4935, Section 6, is hereby amended to read as follows:

15.280.100 Review of changes to landmarks register properties.

A. *Review required.*

1. No person shall alter, repair, enlarge, newly construct, relocate, or demolish any registered landmark building, or any structure located on a property within a landmark district, nor install any exterior sign or mural pursuant to subsection (A)(2) of this section, without review by the commission and issuance of a COA or a demolition permit (ECC 15.280.110).
2. In the case of murals, the arts commission shall first review and provide recommendations to the commission regarding any proposal for a mural to be located on a registered landmark or within a landmark district. Factors to be considered by the arts commission include media to be used, method of application, stability, building/site, mural location and practicability of project.
3. This review shall apply to all exterior features of the building visible from a public right-of-way. This review applies whether or not a permit from the city of Ellensburg is required.

4. Review of alterations to Ellensburg landmarks register properties under this chapter is in lieu of design review required for projects and sign review per ECC 15.210.050(B).
- B. *Exemptions.* The following activities are exempted from landmarks review and do not require a COA:
1. Ordinary repair and maintenance which does not visually alter exterior features of a building visible from a public right-of-way, and does not utilize substitute materials.
 2. Repairs to or replacement of utility systems which do not alter exterior features visible from a public right-of-way.
 3. Interior building construction, maintenance, remodeling, decoration, or other activities located within the building envelope.
 4. Painting of previously painted exterior surfaces.
 5. Construction on a landmarked property or within a landmark district that is not considered a structure per ECC 15.280.030, or a building per ECC 15.130. By way of example and not limitation, such work might include landscaping, fences, and detached arbors or gazebos.
- C. *Review process for proposed changes to registered landmark properties and properties located within a landmark district (a Type II review process exception 15.210.030(B)).*
1. Requests for review and issuance of a COA for proposed changes to a landmarked property, which can include demolition within the overall scope of work.
 2. Application for a COA to a landmark property shall be made by filing an application with the preservation planner on forms provided by the department. A written description of materials required for the commission's review include but are not limited to; site plans, narratives, elevations, and material samples, and shall be provided to the applicant. Preliminary plans may be submitted to the preservation planner for review and an advisory opinion.
 3. If an application is submitted to the department for any permit which affects a designated landmark, or a property located in a landmark district, the building official shall promptly refer such application to the preservation planner, and such shall be deemed an application for a COA if accompanied by the additional materials required for COA review. No city permit shall be issued, nor work begun, until the landmarks and design review process has been completed and a COA has been issued pursuant to this chapter.
 4. Landmarks and design commission review.

- a. At a regularly scheduled public hearing, the commission shall review the proposed work according to the relevant design provisions set forth in divisions IV and V of this title. After concluding the public hearing, the commission shall approve or disapprove the application. Approval of COAs or demolition permits shall be based upon appropriateness of proposal as reflected in said design provisions, and upon review of demolition standards per ECC 15.280.120.
- b. The commission may approve with or without conditions or disapprove an application. A hearing on the application must be scheduled within 15 working days of a determination the application is complete unless the parties agree to an extension. The decision of the commission shall be rendered within ~~30 working~~ 100 days of the date of ~~receipt~~ a determination of a completed application and within 10 working days of holding the public hearing on the matter, unless the parties agree to an extension. The commission's findings in support of any decision shall be in writing and shall cite the applicable design provisions.
- c. If the commission makes a decision to issue a COA, such certificate shall be promptly issued to the applicant by the preservation planner and a copy of such certificate shall be transmitted to the building official.
- d. If the commission denies the application, the applicant and the building official shall be notified of such denial, including the reasons why approval of the application is not warranted.
- e. In the case of proposed demolition of a building or structure within a COA application that is listed in the landmarks register, the commission may require conditions of approval including, but not limited to, mitigation measures (e.g. to document the property, salvage significant architectural features of the building, install historical markers or plaques, prepare publications, etc., that provide historical context for the site).
- f. The commission's decision on a COA may be appealed to the hearing examiner in a closed record appeal hearing pursuant to ECC 15.230.090.

(Ord. No. 4935, § 6, 12-18-2023)

Section 46. Section 15.280.110 of the Ellensburg City Code, as last amended by Ordinance 4935, Section 6, is hereby amended to read as follows:

15.280.110 Application for demolition permit; demolition review standards.

A. *Permitted reasons for demolition.* The proposed full or partial demolition of buildings or structures listed on the Ellensburg landmarks register individually or within a district, is disfavored in order to preserve the integrity of the city's historic landmarks and districts. Notwithstanding the foregoing, an application for a demolition permit under this chapter may be submitted for the following reasons:

1. Structural deficiencies;
2. Economic infeasibility (ECC 15.280.120); or
3. Property is not listed as contributing to the landmarks district and is ineligible for future status change per listing requirements of ECC 15.280.090(A).

B. *Application.*

1. An applicant proposing the full or partial demolition of any building or structure listed on the Ellensburg landmarks register or located within a landmark district, shall supply the information required in this section. The information to be provided relates only to the property or building under review, but does not require information concerning an owner's assets or income except as it specifically relates to the property or building under review.
2. An application for full or partial demolition of a building or structure listed on the Ellensburg landmarks register, shall be deemed incomplete unless the application provides the following:
 - a. A narrative explaining the reasons for the proposed demolition and how the proposed demolition satisfies the standards listed in subsection (C)(1);
 - b. Photographs documenting the existing condition of the structure;
 - c. Analysis of possible alternatives to demolition considered, including but not limited to one or more of the following:
 - i. Redesigning the project to avoid any impact to the structure or setting;
 - ii. Conversion of the structure into another use (adaptive reuse);
 - iii. Relocation of the structure on the property;
 - iv. Relocation of the structure to another property;
 - v. Salvaging from the structure historically significant architectural features and building materials; or

- vi. Possible design alternatives.
 - d. Where demolition is sought due to structural deficiencies or the building is so deteriorated, and there is so little historical fabric, that it would be unreasonably costly to retain the historic, cultural, and architectural significance of the structure through rehabilitation or renovation, the applicant shall supply a report from a Washington-licensed structural engineer supporting this claim; and
 - e. Where demolition is sought for reasons of economic infeasibility and the applicant requests that the commission consider evidence of economic impact on the owner from denial or partial denial of a demolition permit, the applicant shall supply a report that includes, but is not limited to, the requirements set forth in ECC 15.280.120.
 - f. Where demolition is sought within a landmark district due to the structure's ineligibility to be classified as contributing within the district, the applicant shall provide a written assessment of this claim supported by historical research demonstrating that the structure does not qualify to be reclassified as contributing per criteria set forth in ECC 15.280.090(A).
- C. *Demolition permit review standards.* An application for the partial or full demolition of a landmark property or structure in a landmark district, shall be granted if the application material provided pursuant to subsection (B)(2) satisfies one or more of the following criteria;
- 1. The applicant has demonstrated through the submitted materials and a report from a Washington-licensed structural engineer, supporting the claim that the building is so deteriorated, and there is so little historical fabric, that it would be unreasonably costly to retain the historic, cultural, and architectural significance of the structure through rehabilitation or renovation.
 - 2. The applicant has demonstrated through the submitted materials per ECC 15.280.120, evaluation of economic impact, that the building cannot support the intended use or alternative uses prohibiting reasonable use of the structure;
 - 3. The applicant has provided sufficient historical documentation to demonstrate that the subject building does not qualify to be relisted as contributing within the district per requirements of ECC 15.280.090(A); or
- D. *Exemptions.* The following demolition activities do not require a demolition permit under this chapter:
- 1. Demolition review included as part of an approved COA design review application pursuant to ECC 15.280.090(C).

2. City abatement of unsafe conditions. In the event of a finding by the city building official of an unsafe condition or imminent danger, the building official may issue an abatement order allowing partial or complete demolition of a building or structure listed in the Ellensburg landmarks register provided, that all reasonable efforts have first been made to preserve and correct unsafe conditions rather than to partially or completely demolish historic buildings or structures.
- E. *Review process for proposed full or partial demolitions to registered landmark properties and properties located within a landmark district (a Type II review process exception, ECC 15.210.030(B)).*
1. Application for a demolition to a landmark property or property within a landmark district shall be made by filing an application with the preservation planner on forms provided by the department. The application shall include a written description of materials required for the commission's review, including but not limited to the requirements listed in subsection (B)(2) of this section. Preliminary plans may be submitted to the preservation planner for consultation prior to the preapplication conference required by this subsection.
 2. If a demolition application is submitted to the department for any permit which affects a designated landmark or a property located in a landmark district, the building official shall promptly refer such application to the preservation planner to initially determine whether the application is complete per the requirements of subsection (B)(2) of this section. An applicant may not commence any demolition work until the landmarks and design review process has been completed and permit for the proposed demolition has been issued by the department.
 3. Landmarks and design commission review.
 - a. Mandatory preapplication conference. Applicants for a demolition permit under this chapter shall attend a preapplication conference with community development department staff including a historic preservation planner. The preapplication meeting shall occur before the proposal is reviewed by the commission. The purpose of the preapplication conference is to review with the applicant the requirements of this chapter, to provide preliminary comments on the acceptability of the proposal, and to discuss alternatives to demolition including available financial incentives.
 - b. A scheduled public hearing on the application shall be scheduled within 30-15 working days of the preapplication conference unless the applicant requests a delay. The commission shall review the proposed demolition at the hearing. After concluding the public hearing, the commission shall approve or disapprove the

application. Approval of demolition permits shall be based upon demolition standards set forth in this section.

- c. The commission may approve with or without conditions or disapprove an application. The decision of the commission shall be rendered within ~~14 days~~ 100 days from the date the application is determined complete and within 10 working days of the date of hearing, ~~unless the parties agree to an extension~~. The commission's findings in support of any decision shall be in writing and shall cite the applicable design provisions.
 - d. If the commission makes a decision to approve a proposed demolition, such approval shall be promptly issued to the applicant by the preservation planner and a copy of such certificate shall be transmitted to the building official. The building official shall include any conditions for demolition required by city ordinance or state law (e.g. disconnection of utilities, rodent abatement and similar conditions).
 - e. If the commission denies the application, the applicant and the building official shall be notified of such denial, including the reasons why approval of the application is not warranted.
 - f. In the case of demolition of a building or structure listed in the landmarks register, the commission may require conditions of approval including, but not limited to, mitigation measures (e.g. to document the property, salvage significant architectural features of the building, install historical markers or plaques, prepare publications, etc., that provide historical context for the site).
- F. *Demolition permit expiration.* A demolition permit issued under this chapter expires if the work authorized by the permit is not commenced within 365 days from the date of issuance of the demolition permit. The director may grant a one-time extension up to an additional 365 days, upon written request by the applicant showing circumstances beyond their reasonable control. Once a demolition permit expires, a new application for demolition must be submitted and approval obtained before work can be commenced.
- G. *Appeal.* Any person aggrieved by any action of the commission denying or approving a demolition permit application may file a notice of appeal as set forth in chapter 15.230 ECC.

(Ord. No. 4935, § 6, 12-18-2023)

Section 47. Section 15.280.130 of the Ellensburg City Code, as last amended by Ordinance 4935, Section 6, is hereby amended to read as follows:

15.280.130 Special valuation for historic properties.

- A. There is hereby established and implemented a special valuation program for historic properties as provided in chapter 84.26 RCW and chapter 254-20 WAC.
- B. The Ellensburg landmarks and design commission is hereby designated as the local review board for the purposes set forth in chapter 84.26 RCW and is authorized to perform all functions of a local review board authorized by chapter 84.26 RCW and chapter 254-20 WAC.
- C. The class of properties eligible to apply for special valuation in the city of Ellensburg means all properties listed on the Ellensburg landmarks register, or properties contributing to an Ellensburg landmarks register historic district, which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in chapter 84.26 RCW.
- D. As used in this chapter, "actual cost of rehabilitation" means costs incurred within 24 months prior to the date of an application for special valuation directly resulting from one or more of the following:
 - 1. Improvements to an existing building located on or within the perimeters of the original structure;
 - 2. Improvements outside of but directly attached to the original structure which are necessary to make the building fully usable but shall not include rentable/habitable floor space attributable to new construction;
 - 3. Architectural and engineering services attributable to the design of the improvements; or
 - 4. All costs defined as qualified rehabilitation expenditures for purposes of the federal historic preservation investment tax credit.
- E. The landmarks and design commission shall comply with all other local review board responsibilities identified in chapter 84.26 RCW and chapter 254-20 WAC.
- F. Any decision of the landmarks and design commission acting on any application for classification as historic property eligible for special valuation may be appealed to superior court under RCW 34.05.510 through 34.05.598 in addition to any other remedy of law after exhausting administrative appeals pursuant to Chapters 15.210 and 15.230 ECC. Any decision on the disqualification of historic property eligible for special valuation, or any other dispute, may be appealed to the county board of equalization.

(Ord. No. 4935, § 6, 12-18-2023)

Section 48. Chapter 15.285 is hereby added to the Ellensburg City Code, to read as follows:

CHAPTER 15.285 MURALS

15.285.010 Purpose.

- A. In the city of Ellensburg, murals foster a sense of community and connection and enrich the experience of both tourists and residents. Acknowledging that murals provide economic benefits and enhance livability, the city's mural policy seeks both to preserve historic murals already in existence and provide guidance for creation of new works of mural art.
- B. On landmark properties and in historic districts, the policy seeks to allow the placement and scale of new murals in such a way that the character-defining features of historic properties are not obscured, covered, or otherwise adversely affected. The policy encourages artistic expression through murals in appropriate locations with little intrusion into artistic expression and content.

15.285.020 Applicability.

The standards for murals set forth in ECC 15.720.030(A) through (C) shall apply to all individual properties within the city of Ellensburg. ECC 15.720.030(D) and (E) shall apply only to landmarks register properties and districts listed on the Ellensburg landmarks register or on the National Register of Historic Places. ECC 15.720.030(F) shall apply to historic murals.

15.285.030 Standards and guidelines.

Murals shall conform to the following requirements:

- A. *Permit required.* Prior to installation, all murals require submission of an application and issuance of a permit subject to the following provisions:
 - 1. Applications for murals not on landmarks register properties and not in districts listed on the Ellensburg landmarks register or on the National Register of Historic Places shall first be reviewed by the arts commission in a public meeting for a recommendation which shall be forwarded to the community development department when issuing a permit.
 - 2. Applications for murals located on landmarks register properties or in districts listed on the Ellensburg landmarks register or on the National Register of Historic Places shall first be reviewed by the arts commission in a public meeting, as referenced in

subsection (A)(1) of this section, and shall also obtain a certificate of appropriateness (COA) from the landmarks and design commission.

- B. *Murals as signs.* Murals created after the effective date of the ordinance codified in this chapter that fall within the definition of a sign shall be regulated pursuant to the sign code, chapter 3.12 ECC, as currently enacted or hereafter amended.
- C. *Installation and maintenance of all approved murals.*
1. Murals shall be installed in a manner to ensure that they withstand the elements to the greatest degree that is feasible as determined by the community development department.
 2. Murals shall use materials, coatings, or other protective techniques that will resist vandalism, weathering by sun, water, wind and graffiti to the greatest degree feasible as determined by the department.
 3. Murals must be maintained by the building owner for the life of the mural or until the mural is removed.
- D. *Location, design and style of murals on landmark structures or in historic districts.*
1. The design (not content) of murals on landmarks register properties and in districts listed on the Ellensburg landmarks register or on the National Register of Historic Places must be consistent and compatible with the architectural and historical character of the historic district and the architectural features (column bays, windows, planar walls, cornices, beams, columns, trim, windows, doors, etc.) of the building on which they are located.
 2. Murals shall not be permitted to be placed directly on unpainted brick, unpainted or painted stone, wood sidings with surface detail, or any other material that does not have a planar or flat character. An exception to this provision may be allowable in instances where new paint is applied onto the existing paint of a historic mural for the purpose of restoration, and for which a COA has been obtained. Prior to the installation, the surface to which the mural will be applied must be in a condition that would allow the permanent attachment of the proposed mural.
 3. Murals may not have electrical or mechanical components.
 4. Three-dimensional murals are not allowed.
 5. Murals must not damage or lead to accelerated deterioration of the building surface.
- E. *Alteration and removal of murals on landmark structures or in historic districts.*

1. Alteration or removal of any existing or permitted mural on landmarks register properties and districts listed on the Ellensburg landmarks register or on the National Register of Historic Places requires a permit obtained through the process set forth in ECC 15.280.090. Alteration or removal of historic murals shall only be made pursuant to this subsection.
2. Alteration or removal of any existing or permitted mural shall not damage or lead to the destruction or deterioration of a building or structure or adversely impact the architectural or historic character of any building located within a historic district.
3. Any associated materials that were used to affix the mural to the surface must be removed at the time of the removal of the mural. This includes, but is not limited to, mounting hardware or brackets, caulk or grout, and adhesives or glues.

F. *Historic murals.*

1. The landmarks and design commission will conduct a survey of existing murals and include those deemed historic in the Ellensburg landmarks register.
2. New murals shall not be painted over historic murals as defined in ECC 15.130.080. Historic murals may not be altered, repainted, painted out, removed, restored or otherwise disturbed, unless the structural integrity of the building is at stake, without compliance with the following:
 - a. Prior to the alteration, repainting, painting out, removal, restoration or other disturbance to an historic mural the property owner shall obtain a COA. Application for a COA shall be reviewed by the landmarks and design commission in accordance with the procedures set forth in ECC 15.280.090(C) and 15.280.100 with the following exceptions:
 - i. The landmarks and design commission shall meet initially with the applicant to consider alternatives to the alteration or removal including available incentives for preservation of the mural. These negotiations may last no longer than 120 calendar days from the first meeting of the landmarks and design commission unless the applicant agrees to an extension. During these negotiations, the applicant should allow the commission to review the site and plans for the alteration and/or removal of the mural. An alteration and/or removal notice must also be placed on the property and published in the newspaper.
 - ii. If no request for an extension is made and no alternative has been agreed to and the applicant has made a showing that such action is necessary to

provide a reasonable beneficial use or reasonable economic return, the landmarks and design commission shall issue a COA to the applicant.

- b. Prior to the permitted disturbance of an historic mural, photographic documentation of the mural shall be collected and made available to the landmarks and design commission by the department.
3. Any person aggrieved by any action of the landmarks and design commission in denying or approving the applicant's request may file a notice of appeal as set forth in Chapter 15.230 ECC; however, such appeals shall be to city council rather than to the hearing examiner.
4. The landmarks and design commission will review the possibility of initiating a program to restore historic murals.

15.285.040 Submittal requirements and approval process.

- A. All artists and building owners proposing murals on their properties shall first submit their proposals for review by the arts commission in a public meeting for a recommendation which shall be forwarded to the department for consideration when issuing a permit. Murals proposed to be installed on any landmarks register properties or in districts listed on the Ellensburg landmarks register or on the National Register of Historic Places must further be reviewed by the landmarks and design commission and obtain a COA from that body.
- B. All of the following materials must be submitted with application for a mural:
 1. Drawings (elevation, site plan), photographs of building;
 2. Map of landmark structures and historic districts within 300 feet of the proposed mural;
 3. Written description, including materials used and how the mural will be affixed;
 4. Color image of mural and artist's examples of past work, if any;
 5. Written authorization from property owner; and
 6. Maintenance plan.

Section 49. Section 15.310.040 of the Ellensburg City Code, as last amended by Ordinance 4955, Section 11, is hereby amended to read as follows:

15.310.040 Use tables.

Table 15.310.040-1
Residential-Based Uses

Use	R-S	R-L	R-M	R-H	R-O	C-N	C-H	C-C	C-C II	I-L	NC - MU	RC - MU	I-H	P-R	MH P
RESIDENTIAL, GENERAL															
Dwelling, single-family* (ECC 15.540.020)	P	P	P		P										P
Dwelling, cottage* (ECC 15.540.050)	P	P	P		P									A ⁶	
Dwelling, duplex* (ECC 15.540.030)	P ²	P ²	P		P			P ⁷	P ⁷					A ⁶	
Dwelling, townhouse* (ECC 15.540.060)	P ²	P ²	P	P	P	P ³		P ⁷	P ⁷		P	P		A ⁶	
Dwelling, multifamily* (Division V of this title)	P ^{1, 5}	P ^{1, 5}	P	P	P	P ³	C	P ⁷	P ⁷		P	P		A ⁶	
<u>Co-living housing*</u>	<u>P¹</u>	<u>P¹</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P³</u>	<u>C</u>	<u>P⁷</u>	<u>P⁷</u>		<u>P</u>	<u>P</u>		<u>A⁶</u>	

Dwelling, live-work*	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P		P ⁷	P ⁷		P	P			
Manufactured home park* (ECC 15.340.040)	C	C	C	P	C									A ⁶	P
GROUP RESIDENCES															
Boarding houses, lodging houses*		C	P	P	C			P ⁷	P ⁷		P	P		A ⁶	
Adult family home*	P	P	P	P	P	P		P ⁷	P ⁷		P	P		A ⁶	
Community residential facility*			C	C	C	C		P ⁷	P ⁷		P	P		P/A ⁶	
Senior citizen assisted housing*			P	P	P	P		P ⁷	P ⁷		P	P		A ⁶	
Transitional housing*	P ^{5,9}	P ^{5,9}	P ⁹	P ⁹	P ⁹	P ^{3,9}	C ⁹	P ^{7,9}	P ^{7,9}		P ⁹	P ⁹		P ⁹	
Permanent supportive housing*	P ^{5,9}	P ^{5,9}	P ⁹	P ⁹	P ⁹	P ^{3,9}	C ⁹	P ^{7,9}	P ^{7,9}		P ⁹	P ⁹		P ⁹	
Indoor emergency shelter*	C ⁹	C ⁹	C ⁹	C ⁹	C ⁹	C ⁹	P ⁹	P ⁹	P ⁹		P ⁹	P ⁹		P ⁹	

Indoor emergency housing*	C ⁹	C ⁹	C ⁹	C ⁹	C ⁹	C ⁹	P ⁹	P ⁹	P ⁹		P ⁹	P ⁹		P ⁹	
RESIDENTIAL ACCESSORY USES															
Accessory dwelling unit* (ECC 15.540.040)	P	P	P	P	P			P ⁷	P ⁷						
Home occupations* (ECC 15.340.020)	P	P	P	P	P	P	P	P ⁷	P ⁷	P	P	P	P	P ⁶	P
Yard sale use	A ⁸	A ⁸	A ₈	A ₈	A ₈	A ₈	A ₈	A ₈	A ₈	A ₈	A ⁸	A ⁸	A ₈	A ⁸	A ⁸
TEMPORARY LODGING															
Bed and breakfast* (ECC 15.340.010)	P	P	P	P	P			P ⁷	P ⁷		P	P			

Development conditions:

1. Subject use may be permitted subject to density bonus incentives set forth in table 15.320.030 and chapter 15.330 ECC.
2. Duplexes and townhomes are permitted in the R-L and R-S zones on infill lots (preexisting legal lots of record as of December 31, 2021) notwithstanding the maximum density limits in table 15.320.030. For lots recorded after this date, duplexes and townhomes are permitted in the R-L and R-S zones but must meet the density requirements of ECC 15.320.030.
3. Residential uses are permitted in the C-N zone provided nonresidential uses occupy the ground floor of all buildings fronting on the street. For example, residential uses could be on upper levels of buildings fronting on the street or, for deep lots, subject

residential uses may occupy any buildings away from the street and behind the buildings that front onto the street.

4. Nonresidential uses may be permitted within live-work dwellings subject to the permitted uses in the underlying zoning district.
5. Multifamily dwelling units shall not be located adjacent to existing single-family dwellings, except where such uses were approved on an individual plat.
6. All uses permitted in the P-R zone must be either outright permitted and operated as a public use or must be an accessory use to the primary public use (see ECC 15.310.050).
7. Except for lobbies or similar entrances, all permitted residential uses in the C-C and C-C II zones are prohibited within 30 feet of the sidewalk on the ground floor of properties fronting on storefront streets per ECC 15.510.050(E).
8. Yard sales are permitted as an accessory use to a dwelling; provided, that the following conditions are met:
 - a. Only two yard/garage sales per dwelling unit not exceeding three consecutive days in duration are allowed per year;
 - b. The occupant or tenant of the dwelling unit shall supervise and be responsible for the yard/garage sale activities including ensuring that there is no impediment to the passage of traffic on public roads and sidewalks adjacent to the sale;
 - c. No goods are to be displayed in public rights-of-way without first obtaining a right-of-way use permit from the public works department; and
 - d. Signs advertising the sale shall not be attached to any public structure, sign, sign or utility pole or traffic control devices and shall be removed within 24 hours of the sale completion.
9. Subject to the permanent supportive, transitional housing, emergency housing and emergency shelter facilities standards set forth in ECC 15.340.080.

Table 15.310.040-2
Nonresidential Uses

Use	R-S	R-L	R-M	R-H	R-O	C-N	C-H	C-C	C-C II	NC - M U	RC - M U	I-L	I-H	P-R

RETAIL														
Auto sales, new and used*							P	P ²	P		P			
Automobile fueling*						P	P	P	P		P	P		
<u>Automobile,</u> <u>Personal</u> electric vehicle battery charging station*	P ¹	P ¹	P ¹	P ¹	P ¹	P	P	P	P	P	P	P	P	P
Farmers' markets*						P		P	P	P	P			
Fruit stands*	P	P	P	P	P									
Heavy retail* (ECC 15.130.080)							P	P ²	P		P	P	P	
Nurseries and greenhouses*	P						P	P	P	P	P	P	P	
Restaurants*	P ^{5,1} ₁	P ^{5,1} ₁	P ^{5,1} ₁	P ⁵	P ¹ ₁	P	P	P	P	P	P	P		A ⁶
Bars-Taverns and brewpubs*						P	P	P	P	P	P	P		A ⁶
<u>Cafes*</u> office house, espresso bar	P ^{5,1} ₁	P ^{5,1} ₁	P ^{5,1} ₁	P ⁵	P ¹ ₁	P	P	P	P	P	P	P		A ⁶
Retail*, small scale	P ^{5,1} ₁	P ^{5,1} ₁	P ^{5,1} ₁	P ⁵	P ¹ ₁	P	P	P	P	P	P			A ⁶

(<2,000 sf floor area)														
Retail*, medium scale (2,000—20,000 sf floor area)						P	P	P	P	P	P			A ⁶
Retail*, large scale (20,001—60,000 sf floor area)						p ³	P	P	P	P	P			
Retail*, very large scale (60,001—100,000 sf floor area)							P	C	C		P			
Retail*, super scale (>100,001 sf floor area)							C				C			
Regional retail commercial projects* (subject to the requirements in chapter 15.390 ECC)	P ⁸	P ⁸	P ⁸	P ⁸	P ⁸	P ⁸	P ⁸			P ⁸	P ⁸	P ⁸		
Marijuana retailer*						p ⁹	P ⁹	P ⁹	P ⁹	P ⁹	P ⁹			
PERSONAL AND GENERAL SERVICE														
Day care I facilities*	P	P	P	P	P	P	P	P	P	P	P	P		A ⁶

Day care II facilities*	C	C	C	C	P	P	P	P	P	P	P			A ⁶
Heavy services (see heavy retail and services definition in ECC 15.130.080)*							P	P ²	P		P	P	P	
Hotels/motels *							P	P	P	P	P			
Hospitals*	C	C	C		P			C	P		C			A ⁶
<u>Private parking lot*</u>							<u>C</u>	<u>C</u>	<u>C</u>		<u>C</u>			
<u>Freight truck parking lot*</u>							<u>P</u>							<u>P</u>
Offices, medical*					P	P	P	P	P	P	P			P/A ₆
Kennels*							P		P			P		
Nursing homes*	C	C	C	P	P			P	P					P/A ₆
Marijuana cooperative*	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰
Personal service establishments*	P ^{5,1} ₁	P ^{5,1} ₁	P ^{5,1} ₁	P ⁵	P	P	P	P	P	P	P			A ⁶

Laundromats and dry cleaners*			P ^{5,1} ₁	P ⁵	P ¹ ₁	P	P	P	P	P	P	P		
Places of assembly*	C	C	C	C	P	P	P	P	P	C	C	C		A ⁶
Radio station* (commercial)		€					P			P	P	C	C	A ⁶
Veterinary clinic*					C	C	P	P	P	P	P	C		
BUSINESS SERVICE														
Conference center*							P	P	P	P	P			A ⁶
Offices, business or professional*, small scale (<2,000 sf floor area)	P ⁵	P ⁵	P ⁵	P ⁵	P	P	P	P	P	P	P	P ⁴		P/A ₆
Offices, business or professional*, medium scale (2,000—20,000 sf floor area)	P ⁵	P ⁵					P	P	P	P	P	P		P/A ₆
Offices, business or professional*, large scale (20,001—60,000 sf floor area)							P	P	P	P	P	P		P/A ₆

Miniwarehouse facility*			€									C	€	
INDUSTRIAL														
Light manufacturing*							P	P ²	P ²	P ²	P ²	P	P	
Light industry* (ECC 15.130.120)								P ² , 7	P ² , 7	P ² , 7	P ² , 7	P	P	
Hazardous waste treatment (off-site)* (see definition of "off-site" in ECC 15.130.150)												C	C	
Hazardous waste treatment (on-site)* (see definition of "on-site" in ECC 15.130.150)							C	€	C			C	C	A ⁶
Heavy industry* (ECC 15.130.080)													C	
Marijuana processor*												P ¹ ₄	P ¹ ₄	

Marijuana producer*												P ¹ ₄	P ¹ ₄	
Tow vehicle storage area*												P <u>C</u>	P	
Vehicle wrecking yard*													C	

Development conditions:

1. Vehicle battery charging stations are permissible for the primary use of residents and their guests in all residential zones. Battery charging station clusters are permitted for multifamily uses located in the R-M and R-H zones.
2. Use must be enclosed entirely within a building.
3. Grocery stores shall be the only retail uses permitted with more than 20,000 square feet of gross floor area.
4. Office uses that are accessory to a permitted use.
5. Subject nonresidential uses ~~may be~~ are permitted in these ~~R-S and R-L~~ zones if the planned uses are at least 1,200 feet from ~~an existing C-N commercial zone or mixed-use zones. Residential rental, leasing or management offices shall be permitted in the R-H zone for multifamily dwelling units on the same property. or commercial use.~~
6. All uses permitted in the P-R zone must be either outright permitted and operated as a primary public use or must be an accessory use to that primary public use. See ECC 15.310.050.
7. Includes light industrial activities that result in the production of goods placed for on-site retail sale. Special restrictions:
 - a. No power tools or equipment are allowed which by their decibel, frequency, and/or other feature of their operation would negatively impact the surrounding area by reason of decibel levels, light (see chapter 15.580 ECC for standards), dust or other physical effect; and
 - b. Production or manufacturing activity shall not occur between the hours of 10:00 p.m. and 6:00 a.m.

8. Regional retail is administered as an overlay zone pursuant to chapters 15.390 and 15.390A ECC, and only permitted within the designated boundaries identified in figure 15.390.040(A), the south interchange area, and figure 15.390.040(B), the west interchange area. Permitted uses and use restrictions within a regional retail commercial project are described in ECC 15.390.030. Design criteria for regional retail is governed by chapter 15.390A ECC.
9. All marijuana retail, production and processing facilities are subject to the requirements of chapter 15.370 ECC.
10. All marijuana cooperatives are subject to the requirements of ECC 15.370.030, chapter 314-55 WAC and chapter 69.51A RCW.
11. Use is only permitted on a lot abutting the intersection multiple public streets frontages, such as a corner lot.

Table 15.310.040-3
Special Uses

Use	R-S	R-L	R-M	R-H	R-O	C-N	C-H	C-C	C-C II	NC - MU	RC - MU	I-L	I-H	P-R
PARK, OPEN SPACE AND RECREATIONAL														
Cemeteries, columbarium or mausoleums*	P	P												
Golf course*	P													P ¹¹
Golf driving range* (not associated with a golf course)	C						C				C			P ¹¹
Recreation—outdoor (commercial)*							P			P	P	C		A

Recreation— indoor (commercial)*					C		P	P	P	P	P	C		A
Recreation— small-scale indoor studios (commercial)*	P ¹³	P ¹³	P ¹³	P	P	P	P	P	P	P	P	C		
Recreational vehicle parks* (ECC 15.340.050)							P C							A
Parks, playgrounds (public or private)*	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹		P
CULTURAL AND ENTERTAINMENT														
Adult entertainment establishment*							P ²							
Art, performing arts, and recording studios*	C	C	C	C	P	P	P	P	P	P	P	P		P/A 7
Museums*	C ¹ ₂	C ¹ ₂	C ¹ ₂	C ¹ ₂	P	P	P	P	P	P	P	P		P/A 7
Theaters*					P	P	P	P	P	P	P	C		
EDUCATIONAL														
Schools*	C	C	C	C	C		C	C	C					P ⁵
University*														P ⁵

GOVERNMENTAL														
Court							P	P	P					P
Fire facility							P				P	P		P
Police facility						P ³	P	P ³	P		P	P		P
Public agency or utility office*						P	P	P	P	P	P	P	P	P/A
Public agency or utility yard	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P	P	C ⁴	P			P	P	P/A
Utility facility* 8	P	P	P		P	P	P	P	P			P	P	P
Fairgrounds														P
Public transportation passenger terminals							P	P	P		P	P	P	P
<u>Public parking lot*</u>								<u>P</u>						<u>P/A</u> 7
RESOURCE														
Gardening or fruit raising (accessory use or noncommercial)	P	P	P	P	P	P	P	P	P	P	P	P	P	P/A 7
Agriculture*	P ⁹													
Small wind energy systems* (ECC 15.340.060)	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰ /A ⁷

REGIONAL													
Airport*													PC ⁶

Development conditions:

1. Lighting for structures and fields shall be directed away from residential areas through the use of exterior full cut-off shields or through optics within the fixture.
2. Adult entertainment is regulated pursuant to chapter 6.72 ECC. Zoning locational standards within the C-H zone for adult entertainment establishments are:

All such establishments must be at least 1,000 feet from any residential zone, parks, schools, historic district, any dwelling, freeway, highway, interstate, or major arterial (see map on file in the city clerk's office).
3. Limited to "storefront" police offices. Such offices shall not have:
 - a. Holding cells;
 - b. Suspect interview rooms (except in the C-N zone); or
 - c. Long-term storage of stolen properties.
4. Public agency or utility yard conditions:
 - a. Utility yards are only on sites with utility district offices; or
 - b. Public agency yards are limited to material storage, vehicle maintenance, and equipment storage for road maintenance, facility maintenance, and parks facilities.
5. Excluding private or nonprofit commercial schools or universities, for which the principal course work is business, vocational, or technical.
6. A conditional use permit is required for the following uses:
 - a. Facilities to sell, service and store airplanes, service airport patrons, and those ordinarily incidental and essential to operation of a municipal airport; and
 - b. Airport landing areas.
7. All uses permitted in the P-R zone must be either outright permitted and operated as a public use or must be an accessory use to the primary public use; see ECC 15.310.050. Subject uses must be managed by a public agency.

8. Wireless communication facilities, including wireless communication support towers and antenna arrays, are subject to the provisions of ECC 15.340.070 and chapter 15.395 ECC.
9. Agriculture uses are permitted in the subject zone provided the following conditions are met:
 - a. The raising of swine, poultry or goats shall be restricted to youth educational projects or limited household consumption occurring on the same lot, or lots of record;
 - b. No nuisances, such as noise, odor, air pollution, wastes, vibration, traffic or physical hazards, shall result therefrom; and
 - c. Fencing and housing adequate to certain livestock shall be provided where livestock are kept, and all livestock shall be kept and maintained in accordance with applicable laws and regulations.
10. Small wind energy systems on properties listed in the Ellensburg landmarks register are subject to landmarks and design commission certificate of appropriateness.
11. Subject use shall be permitted only if it is a public facility.
12. Museums within the R-S, R-L, R-M and R-H zoning districts are permissible within existing buildings, or if for new construction only if the building is 2,000 square feet or less, and for both options through approval of a conditional use permit.
13. Subject nonresidential uses are permitted in these residential zones if the planned uses are at least 1,200 feet from an existing commercial or mixed-use zone.

(Ord. No. 4955, § 111, 2-18-2025; Ord. No. 4953, § 8, 1-21-2025; Ord. No. 4929, § 3, 11-6-2023; Ord. 4887 § 22, 2022; Ord. 4807 § 44, 2018; Ord. 4804 § 3, 2018; Ord. 4769 § 13, 2017; Ord. 4728 § 4, 2016; Ord. 4724 § 4, 2016; Ord. 4696 § 3, 2015; Ord. 4669 § 3, 2014; Ord. 4656 § 1 (Exh. O2), 2013; Ord. No. 4936, § 5, 2-5-2024)

Section 50. Section 15.320.030 of the Ellensburg City Code, as last amended by Ordinance 4887, Section 24, is hereby amended to read as follows:

15.320.030 Building setback and intensity standards table—Residential zones.

Table 15.320.030
Building Setback and Intensity Standards Table—Residential Zones

Topic	R-S	R-L	R-M	R-H
DEVELOPMENT INTENSITY AND CONFIGURATION				
Minimum lot area	None ¹	None ¹	None ¹	None ¹
Minimum frontage	None ^{1,2}	None ^{1,2}	None ^{1,2}	None ^{1,2}
Density, minimum (ECC 15.320.050)		6 du/acre ³	8 du/acre ³	15 du/acre
Density, maximum (base) ⁸ (ECC 15.320.050)	6 du/acre ¹²	8 du/acre ¹²	No limit	No limit
Density, maximum with bonus (see chapter 15.330 ECC)	12 du/acre ⁴	16 du/acre ⁴	No limit	No limit
Maximum building height	35 ft	35 ft	35 ft ⁵	45 ft ⁵
BUILDING PLACEMENT (see ECC 15.320.070 through 15.320.120)				
Minimum front yard setback ^{6, 7}	15 ft	15 ft	15 ft	15 ft
Garage front yard setback	22 ft	22 ft	22 ft	22 ft
Minimum rear yard setback	20 ft	20 ft	20 ft	20 ft
Minimum rear yard setback, accessory buildings (including garages)	5 ft ¹⁰	5 ft ¹⁰	5 ft ¹⁰	5 ft ¹⁰
Minimum rear yard setback, detached accessory dwelling unit (see ECC 15.540.040)	5 ft ¹⁰	5 ft ¹⁰	5 ft ¹⁰	5 ft ¹⁰
Minimum side yard setback (includes corner lot interior lot line) ⁹	5 ft/10 <u>or</u> 15 total ft ¹¹	5 ft/10 <u>or</u> 15 total ft ¹¹	5 ft/10 ft ¹¹	5 ft/10 ft ¹¹
Minimum side yard setback (corner lot exterior lot line) ⁹	10 ft	10 ft	10 ft	10 ft
Minimum garage side yard setback (corner lot exterior lot line)	22 ft	22 ft	22 ft	22 ft

Development conditions:

1. Lot sizes may be variable provided they are sized and shaped sufficient to accommodate permitted uses and conform to applicable design and density standards.
2. New lots shall have access directly to a public right-of-way or may obtain access from a courtyard access (ECC 15.420.050(C)) or shared driveway (ECC 15.420.060(A)(2)).
3. The density minimum shall apply only to new subdivisions greater than one acre in size.
4. Exception: Projects complying with net zero energy provisions may exceed the maximum density limits as set forth in ECC 15.330.020(A).
5. For buildings, or portions thereof, with pitched roofs, the maximum height may be increased by five feet. Applicable roof slopes must be at least 4:12 to qualify for this additional height.
6. Porches and covered entries may project up to six feet into the front yard.
7. No front yard is required for buildings adjacent to designated "storefront streets."
8. Base maximum density refers to the maximum density allowed without utilizing density bonuses. Per ECC 15.310.040, duplexes and townhomes are permitted in R-S and R-L zones on preexisting legal lots of record as of December 31, 2021, notwithstanding the maximum density requirements of this chapter. For lots recorded after this date, duplexes and townhomes must meet the density standards of this chapter.
9. Townhouses and zero lot line homes are exempt from side yard standards internal to a development. However, such uses shall meet applicable side yard standards for adjacent lots outside of the development.
10. Accessory buildings or accessory dwelling units, where built on top of an existing garage, may be built to a property line abutting an alley, provided sufficient turning movement and emergency vehicle access is provided within the alley.
11. For lots 6,000 square feet or less in these zones, the minimum side yard shall be five feet on each side. For all other lots, the sum of side yard setbacks shall be a minimum of fifteen feet, with each side yard a minimum of five feet.
12. Co-living housing sleeping units are calculated as 0.25 dwelling units for the purpose of maximum density calculations in the R-S and R-L zones.

(Ord. 4887 § 24, 2022; Ord. 4807 § 46, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 51. Section 15.320.045 of the Ellensburg City Code, as last amended by Ordinance 4887, Section 26, is hereby amended to read as follows:

15.320.045 Building setback and intensity standards—Mixed-use zones.

Table 15.320.045
Building Setback and Intensity Standards Table—Mixed-Use Zones.

Standard	R-O	C-C	C-C II	NC-MU	RC-MU
DEVELOPMENT INTENSITY AND CONFIGURATION					
Minimum lot area	None ¹	None ¹	None ¹	None ¹	None ¹
Minimum frontage	None ^{1,2}	None	None	None	None
Density, minimum (ECC 15.320.050)	8 du/acre ³	NA	NA	8 du/acre ¹²	15 du/acre ¹²
Density, maximum (ECC 15.320.050)		None	None	None	None
Maximum building height (see ECC 15.320.060 for height exceptions)	35 ft ⁴	60 ft ^{7, 11}	60 ft	60 ft ⁷	60 ft ⁷
BUILDING PLACEMENT (see ECC 15.320.070 through 15.320.120)					
Maximum front yard setback				10 ft ¹³	10 ft ¹³
Minimum front yard	15 ft	None ⁵	None ⁵	None ⁵	None ⁵
Minimum garage front yard setback	22 ft	22 ft	22 ft	22 ft	22 ft
Minimum rear yard (see ECC 15.520.020 for supplemental standards)	20 ft	None ⁶	None ⁶	None ⁶	None ⁶
Minimum rear yard setback, accessory buildings (including garages)	5 ft ⁸				

Minimum rear yard setback, detached accessory dwelling unit (see ECC 15.540.040)	5 ft ⁸				
Minimum side yard, includes corner lot interior lot line (see ECC 15.520.020 for supplemental standards) ¹⁰	5 ft/ 10 or <u>15 total</u> ft ⁹	None ⁶	None ⁶	None ⁶	None ⁶
Minimum side yard setback (corner lot exterior lot line) ¹⁰	10 ft ⁹				
Minimum garage side yard setback (corner lot exterior lot line)	22 ft				

Development conditions:

1. Lot sizes may be variable provided they are sized and shaped sufficient to accommodate permitted uses and conform to applicable design and density standards.
2. New lots shall have access directly to a public right-of-way or may obtain access from a courtyard access (ECC 15.420.050(C)) or shared driveway (ECC 15.420.060(A)(2)).
3. The density minimum shall apply only to new subdivisions greater than one acre in size.
4. For buildings, or portions thereof, with pitched roofs, the maximum height may be increased by five feet. Applicable roof slopes must be at least 4:12 to qualify for this additional height.
5. For exceptions and detailed standards, see chapter 15.510 ECC, site orientation.
6. Where the subject property shares any portion of a border with a residential zone, the minimum side or rear setbacks shall be the same as the adjacent residential zone.
7. Where subject property shares any portion of a border with a residential zone the maximum building height is 45 feet.
8. Accessory buildings or accessory dwelling units, where built on top of an existing garage, may be built to a property line abutting an alley, provided sufficient turning movement and emergency vehicle access is provided within the alley.

9. For lots 6,000 square feet or less in these zones, the minimum side yard shall be five feet on each side. For all other lots, the sum of side yard setbacks shall be a minimum of fifteen feet, with each side yard a minimum of five feet.
10. Townhouses and zero lot line homes are exempt from side yard standards internal to a development. However, such uses shall meet applicable side yard standards for adjacent lots outside of the development.
11. The maximum building height in the downtown Ellensburg local landmark district is 45 feet.
12. There is no minimum residential density for vertical mixed-use. Minimum residential density applies to any portion(s) of the development where ground floor residential uses are proposed with the following standards:
 - a. The area used to calculate residential density includes all area dedicated to parking and landscaping required for the ground-floor residential uses.
 - b. Where ground-floor residential uses are part of a mixed-use development, area used to calculate the residential density does not include land dedicated to right-of-way.
13. The secondary street standards in ECC 15.510.060 shall apply to all new streets in the neighborhood center and regional center mixed-use zones.

(Ord. 4887 § 26, 2022)

Section 52. Section 15.320.060 of the Ellensburg City Code, as last amended by Ordinance 4887, Section 27, is hereby amended to read as follows:

15.320.060 Height exceptions.

The following structures may be erected above the height limits set forth in ECC 15.320.030, 15.320.040 and 15.320.045:

- A. An additional two feet in height is allowed for structures with green roofs occupying at least 50 percent of the area of the roof;
- B. Roof structures housing or screening elevators, stairways, tanks, rooftop wind generators, ventilating fans or similar equipment required for building operation and maintenance may exceed the height limit by up to ten feet in the C-C and C-C II zones. Such structures constructed for nonresidential or multifamily uses are subject to screening standards in ECC 15.520.060;

- C. Fire or parapet walls may exceed the height limit by up to ten feet in the C-C and C-C II zones; and
- D. Skylights, flagpoles, chimneys, church steeples, crosses, spires, communication transmission and receiving structures, and similar structures.
- E. Freeway-oriented on-premise signs in the C-H as provided in ECC 3.12.240(C).
- F. Small wind energy systems as provided in ECC 15.340.060.
- G. Wireless communication facilities as provided in ECC 15.340.070 and Chapter 15.395 ECC.

(Ord. 4887 § 27, 2022; Ord. 4807 § 46, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 53. Section 15.320.070 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 46, is hereby amended to read as follows:

15.320.070 Setback measurements.

- A. *Front yard setback.* The front yard is measured from the street right-of-way or the edge of a surface improvement (sidewalk) which extends beyond a right-of-way, whichever is closer to the proposed structure, to a line parallel to and measured perpendicularly from the street right-of-way or the edge of the surface improvement at the depth prescribed for each zone. For dual frontage properties, the front yard is measured from the street right-of-way that is the property's street address and primary access.
- B. *Side yard setback.* The side yard setback is measured from the side lot line adjacent to another private property to a line parallel to and measured perpendicularly from the side lot lines at the depth prescribed for each zone.
- C. *Rear yard setback.* The rear yard setback is measured from the rear lot line adjacent to another private property or an alley to a line parallel to and measured perpendicularly from the rear lot lines at the depth prescribed for each zone.
- D. *Corner lots.* For corner lots with two street frontages, setbacks from the addressed street side shall conform to the front yard setback for the underlying zoning district. The setbacks for the flanking side shall conform to the exterior side yard setbacks for the underlying zoning district.
- E. *Pointed/irregular lot.* For measurements on a pointed or irregular lot refer to definition of lot line in ECC 15.130.120.
- F. *Setback modifications.* The following modifications apply to measurement of setbacks:

1. In addition to providing the standard street setback, a lot adjoining a half-street or designated arterial shall provide an additional width of street setback sufficient to accommodate construction of the planned half-street or arterial.
2. For residential lots adjacent to designated local streets and built to applicable standards set forth in section 3, street standards, of the city's public works development standards, setbacks shall be measured from the back of the sidewalk rather than the right-of-way edge, provided no residential structures are built within the public right-of-way.

(Ord. 4807 § 46, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 54. Section 15.320.080 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 46, is hereby amended to read as follows:

15.320.080 Permitted projections into yards.

The following structures may extend into or be located in required setbacks:

- A. Fireplace structures, bay or garden windows, enclosed stair landings, closets, or similar structures may project 30 inches into any front or rear yard, provided such projections are:
 1. Limited to two per facade; ~~and~~
 2. Not wider than ten feet; ~~and~~
 3. A minimum five feet of separation is maintained between these projections and a side or rear property line.
- B. Eaves, cornices, and signs may not project more than thirty inches beyond a required setback or structural projection permitted by this Section.:
 1. ~~Three feet into a front or rear yard; and~~
 2. ~~Two feet into the side yard.~~
- C. ~~Porches~~ Enclosed porches and enclosed covered entries may project up to six feet into the front or rear yard subject to conformance with any required site vision standards set forth in section 3, street standards, of the city's public works development standards applicable to the lot. A minimum five feet of separation must be maintained between these projections and a rear property line.

- D. ~~Uncovered~~ Unenclosed covered porches, similar entry features, and covered decks (with or without entries), which exceed 18 inches above the finished grade, may project up to six feet into the front, side or rear yards. A minimum five feet of separation must be maintained between these projections and a side or rear property line.
- E. Storefront weather protection projections into the public right-of-way are acceptable, provided they don't interfere with street trees or extend beyond the edge of the sidewalk.
- F. The following features may project into any front yard or any external side yard:
- ~~1. Unenclosed porches and entry features may project six feet into the front yard;~~
 21. Mailboxes and newspaper boxes;
 32. Fire hydrants and associated appendages;
 43. Bus shelters; and
 54. Monument signs.
- G. The following features may project into any yard:
1. Telephone poles and lines;
 2. Power poles and lines;
 3. Cable TV and internet lines;
 4. Light and flagpoles;
 5. Sprinkler systems;
 6. Trellises not exceeding eight feet in height, not wider than ten feet;
 7. Culverts and underground water, sewer, and accessory facilities for the provision of utilities, such as drains;
 8. Electrical equipment cabinets and similar utility boxes and vaults;
 9. Surface and stormwater water management facilities;
 10. Fences per ECC 15.320.130;
 11. Uncovered ~~porches~~ patios and decks not exceeding 18 inches above the finished grade; and

_____ 12. Rockeries, retaining walls and curbs provided these structures do not exceed a height of six feet from the property line grade.

H. No projections are allowed into a regional utility corridor or access easement.

(Ord. 4807 § 46, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 55. Section 15.320.100 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 46, is hereby amended to read as follows:

15.320.100 ~~Setback modifications~~ Administrative variances for setbacks and heights.

- ~~A. In addition to providing the standard street setback, a lot adjoining a half street or designated arterial shall provide an additional width of street setback sufficient to accommodate construction of the planned half street or arterial.~~
- ~~B. For residential lots adjacent to designated local streets and built to applicable standards set forth in section 3, street standards, of the city's public works development standards, setbacks shall be measured from the back of the sidewalk rather than the right-of-way edge, provided no residential structures are built within the public right-of-way.~~
- ~~C. Administrative variance.~~
- A1. Purpose. To allow limited flexibility in the application of the development standards herein.
- B2. Applicability. The director may allow an administrative variance for proposals that are within ten percent of compliance of applicable dimensional standards set forth for building height and building placement.
- C3. Procedures. An administrative variance is subject to the Type II review process set forth in chapter 15.210 ECC.
- D4. Decision criteria. Proposals shall fall within the scope of the definition for "variance" set forth in ECC 15.130.220, and shall meet the purpose(s) of the applicable development standards.

(Ord. 4807 § 46, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 56. Section 15.340.020 of the Ellensburg City Code, as last amended by Ordinance 4807, Section 49, is hereby amended to read as follows:

15.340.020 Home occupations.

- A. *Purpose.* This section establishes standards for operation of home occupations in dwelling units within residential districts; ensures that such home occupations are compatible with adjacent and nearby residential properties and uses; and allows residents of the community to use their residences as places to enhance or fulfill personal economic goals.
- B. *Applicability.* This section applies to any activity undertaken for gain or profit that results in a product or service and is carried on in a dwelling or building accessory to a dwelling.
 - 1. No home occupation, except as otherwise provided in this section, may be initiated, established, or maintained in a dwelling except in conformance with the regulations and performance standards set forth in this section.
 - 2. If the proposed activity consists entirely of office procedures and tasks in support of a particular business, and furthermore involves no customer or delivery traffic to the residence in conjunction with the business, such activity shall be considered as an accessory residential use. Accessory residential uses do not require a home occupation permit.
- C. *Procedures.* Home occupations are subject to the Type I review process as set forth in chapter 15.210 ECC.
- D. *Application contents.* Applications for a home occupation shall contain the following:
 - 1. The minimum application requirements set forth in ECC 15.220.020 and a completed home occupation application form provided by the department; if the applicant is not the owner, the application shall include written authorization from the legal owner(s).
 - 2. Payment of the application fee in the amount established in the city's adopted fee schedule.
 - 3. A general site plan that shows:
 - a. The proposed home occupation dimensions in relation to the residence footprint;
 - b. How the property is located in reference to existing streets, alleys, and sidewalks;
 - c. The proposed project and dimensions in relation to all existing and proposed development on the property;
 - d. All existing buildings or structures on the subject property which are proposed to be utilized for the home occupation with setback dimensions and distances between buildings; and
 - e. Present and additional off-street parking, if required.

E. *Standards of performance.* Home occupations shall be permitted in accordance with the use tables in ECC 15.310.040, subject to the following:

1. There shall not be structural alteration that would alter the outward appearance from a residential to commercial nature to accommodate the occupation. An example would be large storefront windows and/or a flat roof with a traditional cornice (see figure 15.340.020);



Figure 15.340.020. Examples of commercial architecture that would not be appropriate for a home occupation in a residential zone.

2. The use, including all storage space, shall not occupy more than 33 percent of the residence's floor area which is finished for living purposes;
3. Only members of the family who reside on the premises and no more than one nonresident shall be engaged in the occupation(s) at any one time; provided, that home occupations with a nonresident employee shall provide off-street parking for the employee on site;
4. There shall be no window display nor shall sample commodities be displayed outside the building;
5. No materials or mechanical equipment shall be used which will have a negative impact on the residential area because of vibration, noise, dust, smoke, odor, interference with radio or television reception, or other factors;
6. If materials or commodities delivered to or from the residence require delivery by a commercial vehicle larger than a small parcel delivery van or truck, or if the parking of customers' automobiles in a manner or frequency causes disturbance or inconvenience to nearby residences, or if a public parking lot is necessary to accommodate the business, the occupation shall be termed a primary business and not a home occupation;

7. For purposes of this section, use of the defined term "residence" contained in this code for the purpose of considering a home occupation in an accessory building shall be limited to single-family uses. Home occupations in multifamily dwellings shall be confined to the principal dwelling unit buildings and not be allowed in accessory structures;
 8. Any home occupation granted would be personal to the person to whom it is granted and under no circumstances shall any home occupation be carried over as a result of a change in ownership of the business activity. ~~Prior to January 15 of each year the holder of the home occupation approval shall submit written notice to the community development department that they continue to operate the home occupation at the approved location and are in compliance with all home occupation requirements and any conditions that might have been imposed in granting such approval. Failure to submit that annual written notice will result in immediate revocation of the approval; and~~
 9. Only one sign is permitted for a home occupation in a residential zone. A sign permit is required; the size of the sign shall conform to the requirements of ECC 3.12.300(D).
- F. *Final decision.* The final decision to grant or deny the permit will be issued by the director, as provided in chapter 15.210 ECC (Type I permits).
- (Ord. 4807 § 49, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 57. Section 15.390.040 of the Ellensburg City Code, as last amended by Ordinance 4769, Section 16, is hereby amended to read as follows:

15.390.040 Master site plans for regional retail commercial projects—Special review process.

- A. *Purpose.* The purpose of this section is to provide procedures for the review and decision on master site plan applications for regional retail commercial projects.
- B. *Application submittal requirements.* In addition to the submittal requirements set forth in ECC 15.220.020(B), a complete master site plan application for regional retail commercial projects shall consist of the following:
 1. A SEPA checklist and payment of the appropriate SEPA application fee, if required;
 2. A complete application form provided by the city, which shall include a title and location of the proposed development, together with the names, addresses and telephone numbers of:

- a. The recorded owners of the land and the applicant; and
 - b. Any architect, planner, designer, or engineer responsible for the preparation of the plan.
3. Payment of the appropriate application fee;
4. A written description, corresponding to the site plan, addressing:
 - a. The scope of the project.
 - b. Location and gross floor area of each proposed structure.
 - c. Category of permitted, conditional or accessory uses proposed in terms of square feet to be covered by impervious surfaces.
5. A vicinity map showing:
 - a. The site boundaries;
 - b. Existing roads and accesses within and adjacent to the site; and
 - c. Adjacent parcels, including current zoning and current uses thereof.
6. A topographic map, at two-foot intervals, showing existing and proposed contours, with locations and classifications of any existing streams, wetlands, steep slopes and other natural features and/or critical areas;
7. Plans drawn to a scale approved by the director as appropriate for the size of the project showing the general location and square footages of proposed uses, buildings, buffer areas, yards, open spaces and landscaped areas;
8. A circulation plan drawn to a scale acceptable to the city engineer illustrating all access points for the site and the proposed size and location of driveways, streets and roads that have immediate impact on public rights-of-way, and the location and number of all off-street parking spaces;
9. Plans for all utilities, including drainage and stormwater retention and detention;
10. A statement demonstrating how the proposed plan is consistent with and implements the city of Ellensburg comprehensive plan, the land use designation under the comprehensive plan, and the criteria for approval as set forth below; and
11. Building elevations and landscaping plans are not required for an application to be deemed complete; however, those final plans are required to be approved prior to issuance of any building or development permits for the project. If building elevation

and landscaping plans are submitted subsequent to the master site plan application, those designs are subject to the statement requirements in subsection (B)(10) of this section.

C. *Procedures.* Master site plans for regional retail commercial projects follow the general Type IV review process ~~although they are exempt from the project permit timeline requirements in ECC 15.210.010(B)~~ and are also subject to the following provisions:

1. *Concurrent applications and optional consolidated project permit application processing.*
 - a. If an application for a regional retail commercial master site plan is related to a rezone, a subdivision application, a short subdivision application, or a binding site plan application (when in accordance with the provisions of ECC 15.260.180 and RCW 58.17.035(1)), upon the applicant's written request for consolidation, there shall be one open record predecision public hearing before the hearing examiner, following which the hearing examiner shall make a recommendation on each of the consolidated matters to the city council. The city council shall then conduct a closed record public decision hearing on the hearing examiner's recommendations. If an applicant requests that the city consolidate the review process for applications related to a regional retail commercial master site plan, the applicant must first sign a written waiver of the deadlines for review of the consolidated applications and issuance of a final decision on the consolidated applications.
 - b. If an applicant makes a written request to consolidate the master site plan application processing with the processing of other permit applications related to the master site plan project application, the city may consolidate the regional retail commercial master site plan application process with any or all permit applications, utility service agreements, building permit applications or other city approval processes associated with the master site plan application pursuant to the consolidation requirements in ECC 15.210.020 to the extent that procedural requirements allow, or as otherwise set forth herein. In the event consolidation is granted by the city, the vesting of rights associated with any of the consolidated actions shall be per applicable statutes unless otherwise provided in a development agreement entered into pursuant to chapter 15.380 ECC.
2. *Expiration of regional retail commercial master site plan.* Within ten years after the date of regional retail commercial master site plan approval, or at the expiration of any approved extension granted by the city in subsection (C)(3) of this section, a complete building permit application shall be submitted for no less than 100,000 square feet; otherwise the regional retail commercial master site plan approval shall expire and be of no further effect.

3. *Extensions.* A regional retail commercial master site plan not subject to a development agreement for phasing may be extended once, for a period of up to five years after the original date of approval. In granting the extension, the city council may condition approval on the extended regional retail commercial master site plan being subject to any new or amended regulations, requirements, policies or standards which have been adopted after the original of approval, unless 50 percent or more of the on-site work has commenced on all phases.
 - a. *Deadline for filing application.* Requests for an extension of the regional retail commercial master site plan must be submitted to the city no more than 180 days prior to expiration and no less than 60 days prior to the expiration of the approval.
 - b. *Complete application.* A complete application for a regional retail commercial master site plan extension shall consist of the following:
 - i. The length of extension being requested; and
 - ii. A textual description demonstrating how the request complies with the criteria for approval in subsection (C)(3)(d) of this section.
 - c. *Procedure.* An application for an extension of a regional retail commercial master site plan shall be processed as a Type III permit.
 - d. *Criteria for approval.* An applicant may be granted the one-time extension of the regional retail commercial master site plan, for up to five years, with or without conditions, if the applicant demonstrates compliance with the following criteria:
 - i. That there is still adequate provision made for water, sanitary sewer and/or public utilities (electric, gas, phone and cable) if the extension is granted.
 - ii. The applicant demonstrates good cause for the delay in not commencing construction during the original ten-year period based on circumstances beyond the control of the applicant.
 4. *Master site plan revisions.* Revisions to a regional retail commercial master site plan may be approved through the Type I review process so long as the revision does not result in an increase in the number of on-site parking spaces by more than ten percent of the amount originally approved or an increase in the square footage of building gross floor area by more than ten percent of the amount originally approved. Revisions of approved retail commercial master site plans in excess of the above amount shall require a Type IV review process as described herein and in chapter 15.210 ECC.
- D. *Decision criteria.* Applicants proposing a regional retail commercial master site plan shall demonstrate that the site plan application is able to satisfy all of the applicable code

requirements. The regional retail commercial master site plan may only be approved if the city finds that all applicable code requirements are met, and that all of the following are satisfied:

1. Where permitted.
 - a. Table 15.310.040 sets forth the zones in which regional retail commercial master site plans are permitted, with the uses, exceptions and limitations set forth in ECC 15.390.030; provided, that the property is within the designated boundaries of the regional retail commercial areas as shown in figures 15.390.040(A) and (B).
 - b. Regional retail commercial master site plans shall not be allowed on any property which is less than 40 acres in size, and which consists of one parcel or separate and contiguous parcels, separated only by a public right-of-way.

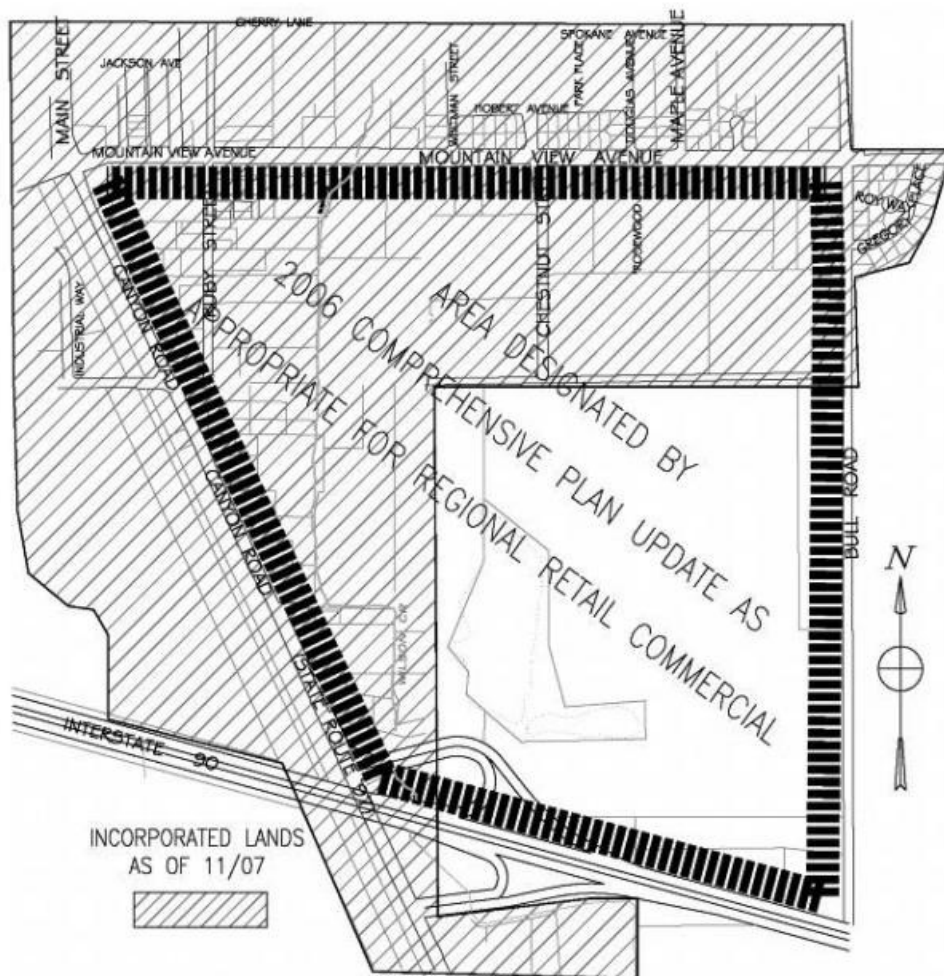


Figure 15.390.040(A). South interchange area.

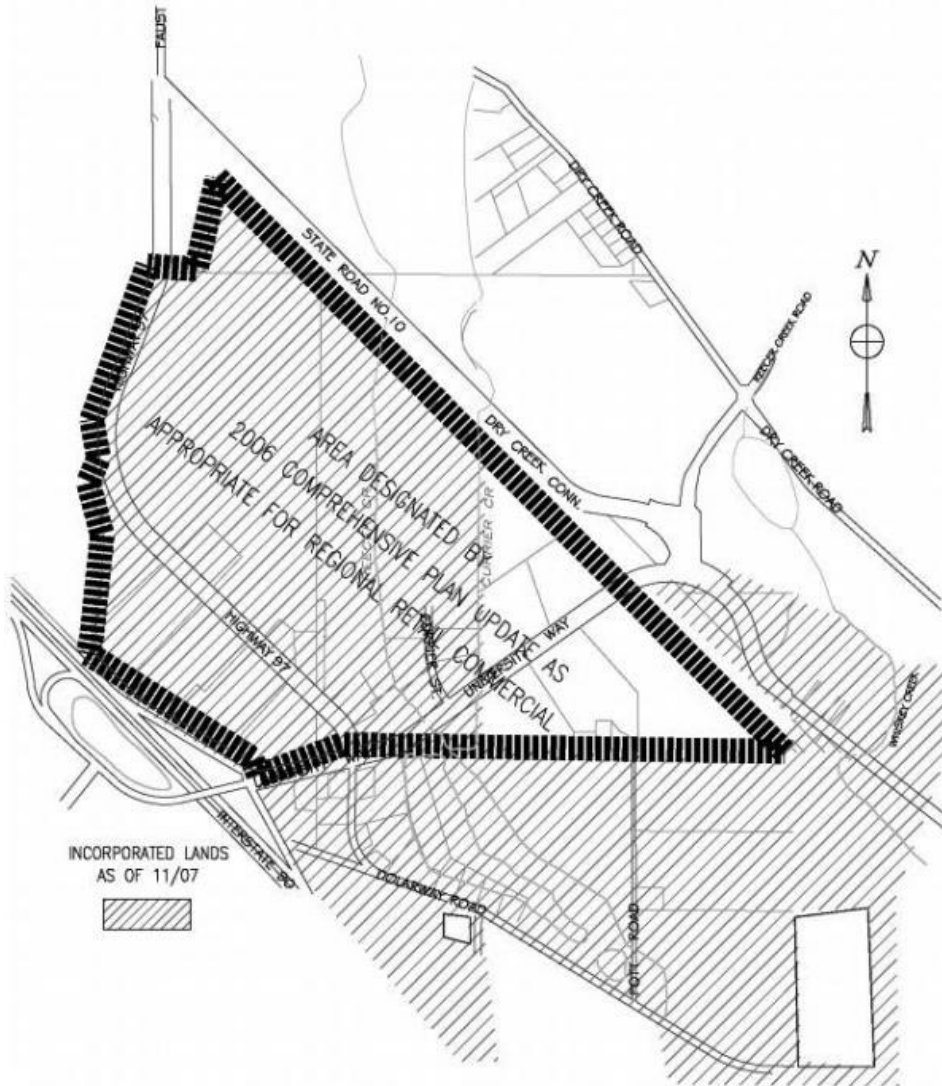


Figure 15.390.040(B). West interchange area.

2. The site access, proposed on-site circulation and off-street parking meet all public works development standards, regional retail commercial design standards (chapter 15.390A ECC), and make adequate provision for roads, streets, alleys and other public ways. All streets, roads, sidewalks and other amenities shall be constructed as required by the city's public works development standards. The streets and sidewalks shall be suitable and adequate to handle anticipated traffic within the proposed regional retail commercial master site plan and in the vicinity of the development. Adequate access shall include at least three points of entrance onto the 40-acre project site, one of which must be from an arterial street, and two must be from different compass directions or sides of the property, or at least one street connection to each neighboring parcel.

3. The regional retail commercial master site plan makes adequate provision for all public utilities, including, but not limited to, water, sanitary sewer, and stormwater drainage. The water and sanitary sewer facilities shall be suitable and adequate to provide service within the proposed regional retail commercial master site plan and in the vicinity of the development.
 4. The regional retail commercial master site plan is consistent with the city's comprehensive plan.
 5. The fire marshal and the building official have provided a recommendation demonstrating compliance with the applicable fire and building codes of the city.
 6. The perimeter of the regional retail commercial master site plan is compatible with the existing land use or properties that abut or are directly across the street from the subject property. Compatibility includes but is not limited to size, scale and mass.
 7. Each phase of the proposed regional retail commercial master site plan, as it is planned to be completed, contains the required parking spaces, open space, landscaping and utility area necessary for creating and sustaining a desirable and stable environment.
 8. Types of uses and development permitted. Uses defined as "regional retail commercial" development in ECC 15.130.180 are permitted as specified in ECC 15.390.030.
 9. The regional retail commercial master site plan and subsequent development shall comply with applicable project design provisions of chapter 15.390A ECC. Where there is a conflict between the provisions of chapter 15.390A ECC and this section, the provisions of this section shall apply.
- E. *Phasing.* An applicant may request that a development agreement be entered into with the city for development of the regional retail commercial master site plan to be phased over a period not to exceed ten years. In addition to the requirements for a development agreement in chapter 15.380 ECC, approval of any phased regional retail commercial master site plan shall include, but not be limited to, the following conditions:
1. The proposed development contains a minimum of 100,000 square feet of enclosed gross floor area of commercial uses; provided, that at least 50,000 square feet must be constructed for and used by one retailer;
 2. In the first phase of the regional retail commercial master site plan, development of permitted uses other than regional retail commercial allowed in the C-T and C-H zones (such as hotel/motel, eating and drinking, office and other uses) are not subject to the minimum enclosed gross floor area requirement;

3. The minimum enclosed gross floor area in the first phase may be satisfied by combining the gross floor area of separate buildings within the regional retail commercial master site plan, including buildings separated by a road; and
 4. There is no minimum size requirement for subsequent phases of development.
- F. *Designation of regional retail commercial master site plans.* The city council has designated the areas of the city which are eligible to develop with regional retail commercial projects in the comprehensive plan land use map and the comprehensive plan commercial land use policy statements. Modification of any boundaries or institution of any additional areas eligible for regional retail commercial projects shall follow the comprehensive plan amendment process.

(Ord. 4769 § 15, 2017)

Section 58. Section 15.420.050 of the Ellensburg City Code, as last amended by Ordinance 4955, Section 115, is hereby amended to read as follows:

15.420.050 Lot design.

Lots within subdivisions shall be designed to allow placement of dwelling units to address functional design issues. Lots shall be designed to contain a usable building area. If the building area would be difficult to develop, the lot shall be redesigned or eliminated, unless special conditions can be imposed that will ensure the lot is developed consistent with the standards of this code and does not create nonconforming structures, uses or lots.

The placement and orientation of lots and dwelling units should consider privacy, solar orientation, access, location and access to open space and other factors that can contribute to the overall livability of the dwelling and its relationship to the surrounding environment. Flexibility shall be encouraged in spatial orientation of dwellings on lots to address these issues and create interesting and attractive streetscapes with homes having a high functional value that might not otherwise occur with a less flexible approach.

To maximize site efficiency and usable open space, small lot developments (generally less than 5,000 square feet in area and less than 50 feet wide) are encouraged to utilize zero-lot line and courtyard access configurations (as described below) or related design schemes provided they meet access, design, and other applicable standards set forth in this title.

- A. *Zero lot line.* This is a configuration where the house and/or garage is built up to one of the side property lines, providing the opportunity for more usable side yard space.
- Standards:

1. Dwelling units and accessory structures may be placed on one interior side property line. The opposite side yard shall be at least ten feet. Also see ECC 15.540.020 for single-family standards, including minimum usable open space.
2. Privacy wall. In order to maintain privacy, no windows, doors, air conditioning units, or any other types of openings in the walls along a zero lot line structure are allowed except for windows that do not allow for visibility into the side yard of the adjacent lot. Examples include clerestory or obscured windows. See figure 15.420.050(A) for an example of a privacy wall for a zero lot line house.
3. Eaves along a zero lot line may project a maximum of ~~18~~ 30 inches over the property line, but only where sufficient easement is provided for the eave on the encroached property.
4. Lots intended for zero lot line dwellings shall be noted on the plat, together with minimum side yard areas and maximum building envelopes.

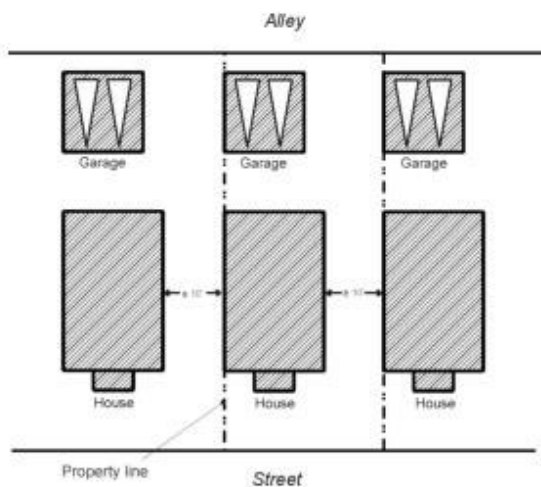


Figure 15.420.050(A). Zero lot line layout example (left). The right image shows the side yard and privacy wall for a zero lot line house.

- B. *Reciprocal use easement lots.* This works similar to the zero lot line configuration, except that the dwelling units and accessory structures meet the standard setbacks and easements are granted on one side yard to allow consolidated use of the side yards by the adjacent property (see figure 15.420.050(B) for example). Also, configurations providing for reciprocal use easements in the rear yard are allowed to maximize usable open space (see figure 15.420.050(B) for example). Standards/provisions:

1. Reciprocal easements shall be noted on the plat. Easement areas may be used for minimum usable open space requirements set forth in ECC 15.540.020(D).

2. Privacy wall. In order to maintain privacy, no windows, doors, air conditioning units, or any other types of openings in the walls of a structure along a reciprocal use easement are allowed except for windows that do not allow for visibility into the side yard of the adjacent lot. Examples include clerestory or obscured windows. See figure 15.420.050(A) for an example of a privacy wall.
3. Areas within reciprocal use easements may count towards usable open space requirements for applicable lots.

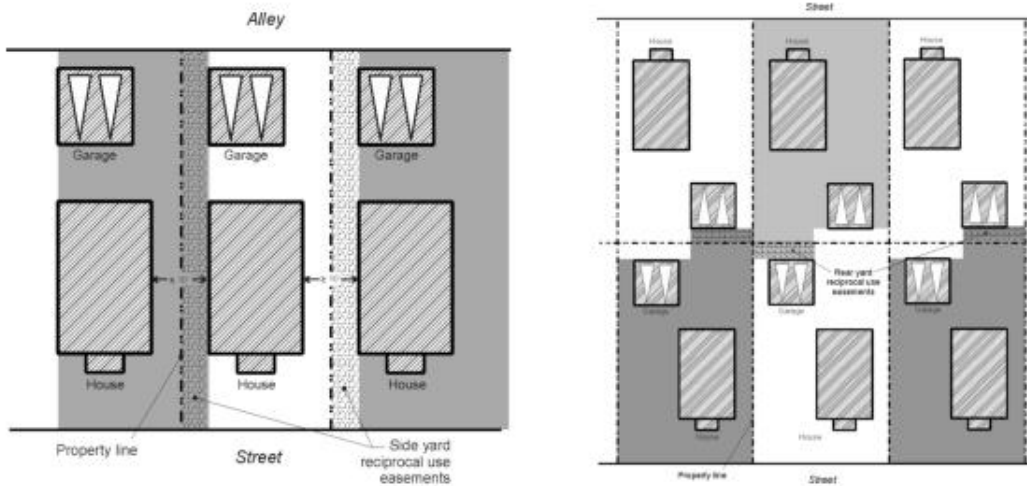


Figure 15.420.050(B). Example of a reciprocal side yard easement configuration (left image) and reciprocal rear yard easement configuration (right image).

- C. *Courtyard access lots.* This includes a series of lots clustered around a private internal roadway. Standards:
 1. Maximum number of lots served by a courtyard access: five (this includes lots fronting the street on either side of the courtyard access).
 2. Maximum length of a courtyard access: 100 feet (or deeper if approved by the fire code official). The length may be increased to 150 feet if all structures beyond 100 feet of the street are equipped with automatic fire sprinkler systems.
 3. Surface width of courtyard access: 15 feet minimum, to provide access for ambulances. Provisions shall be made to keep the access clear of snow, vehicles ("no parking" signs), and vegetation.
 4. An easement of 20 feet in width shall be secured over the applicable parcels to allow lots legal access to the public street. A maintenance agreement shall be required for all applicable lots and must be recorded on the plat.

5. Buildings accessed from a courtyard access are limited to two stories in height, due to aerial apparatus access limitations.

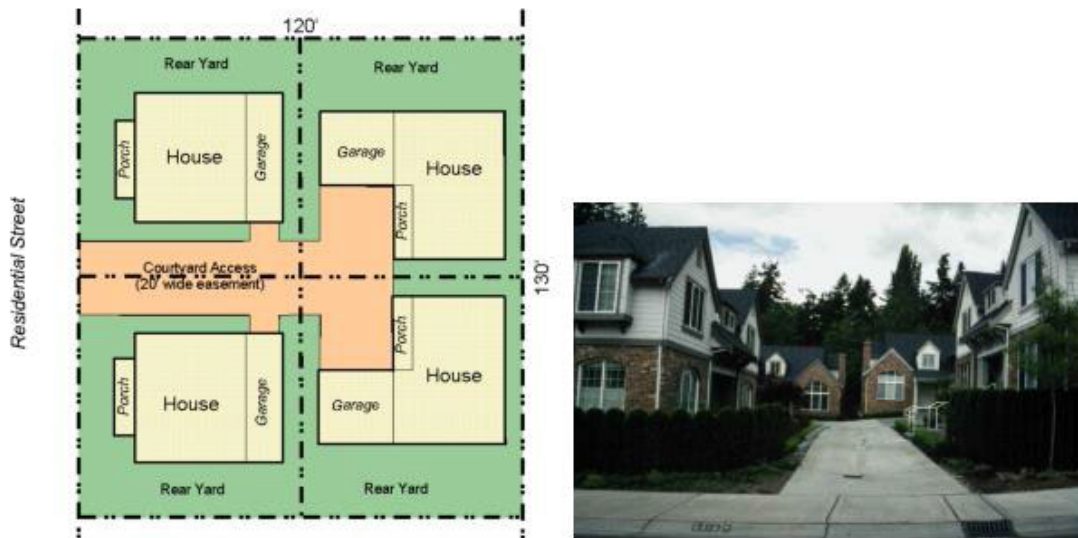


Figure 15.420.050(C). Examples of courtyard access lots.

- D. *Pedestrian-only entry lots.* This includes configurations where one or more lots are clustered around a pedestrian easement and/or common open space and do not front on a street (see figure 15.420.050(D) for an example). Most cottage housing developments (see ECC 15.540.050) are an example of this. Standards:
 1. A pedestrian entry easement shall be provided to all dwellings that do not front on a street, alley, or common open space.
 2. Pedestrian entry easements shall be five to ten feet wide with a five-foot minimum sidewalk constructed per local access street standards in section 3 of the public works development standards.
 3. Fire sprinklers are required for dwellings more than 100 feet from a fire access road.
 4. Buildings within pedestrian-only entry lots are limited to two stories in height.
 5. Dwellings more than 150 feet from a street will require fire department access as defined in the current International Fire Code (IFC).
 6. These lots must contain private detached or shared garages off an alley or other access if approved by the public works director.



Figure 15.420.050(D). Pedestrian-only entry lot configuration examples.

- E. *Alley access lots.* This includes configurations where lots are provided with vehicular access by an alley designed per section 3, street standards, of the city's public works development standards. Pedestrian access to each alley access lot shall be provided by either a public street (per chapter 15.410 ECC and section 3, street standards, of the city's public works development standards) or a pedestrian easement a minimum of ten feet wide with a five-foot minimum sidewalk constructed per local access street standards in section 3, street standards, of the public works development standards.



Figure 15.420.050(E). Alley access lot examples. The left example, Wheaton Court in Ellensburg, features direct pedestrian access to the street in the front and garage access off of an alley in the back. In the right image, lots feature pedestrian access from a trail/open space corridor (easement) with garage access off of an alley in the back.

- F. *Protective covenants.* The styles of developments discussed above require special consideration to ensure conflicts between neighbors are minimized and that opportunities are provided for a homeowners' association to deal with unique issues created by these development forms. Covenants for these development styles shall be

written to address issues unique to small lot developments that use reciprocal use and easement agreements. The city shall review and approve any necessary easements and/or covenant agreement.

(Ord. No. 4955, § 115, 2-18-2025; Ord. 4807 § 56, 2018; Ord. 4804 § 4, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 59. Section 15.500.010 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.500.020 Applicability and compliance.

The project design provisions in this division generally apply to all new development within the city, including building additions, site improvements, and new signage. However, since each chapter herein addresses different design and development elements, the applicability of each chapter is clarified at the beginning of the chapter. For instance, some chapters may only apply to new commercial and multifamily development, while individual sections in chapter 15.540 ECC only apply to specific housing types. Co-living housing is considered multifamily for the purpose of this Division.

It's also important to note that these standards are intended to supplement other provisions of this title and other existing city codes applicable to developments. Where there is a conflict between the provisions of this division and other codes, the provisions herein shall apply.

For building additions, remodels, and site improvements, three different thresholds have been established to gauge how the standards herein are applied to such projects. See figure 15.500.020 for examples of site development and the respective types of improvements required under each of the three levels of improvements.

- A. Level I improvements include all exterior remodels, building additions, and/or site improvements commenced within a three-year period (based on the date of permit issuance) that affect the exterior appearance of the building/site and/or increase the building's footprint by up to 50 percent. The requirement for such improvements is only that the proposed improvements meet the standards and do not lead to further nonconformance with the standards. For example, if a property owner decides to replace a building facade's siding, then the siding shall meet the applicable exterior building material standards, but elements such as building articulation would not be required.
- B. Level II improvements include all improvements commenced within a three-year period (based on the date of permit issuance) that increase the building's footprint by more than 50 percent, but not greater than 100 percent. All standards that do not

involve repositioning the building or reconfiguring site development shall apply to level II improvements. For example, if a property owner of an existing home in the R-O zone wants to convert the home to an office and build an addition equaling 75 percent of the current building's footprint, then the following elements shall apply:

1. The location and design of the addition/remodel shall be consistent with the site orientation standards (chapter 15.510 ECC), which address building frontages, entries, parking lot location, and front yard landscaping. For such developments seeking additions to buildings where off-street parking location currently does not comply with applicable parking location standards, building additions are allowed provided they do not increase any current nonconformity and generally bring the project closer into conformance with the standards. (See chapter 15.550 ECC, off-street parking).
 2. Comply with applicable site planning and design elements (chapter 15.520 ECC).
 3. Comply with all building design provisions of chapter 15.530 ECC, except architectural scale and materials provisions related to the existing portion of the building where no exterior changes are proposed. The entire building shall comply with building elements/details, materials, and blank wall treatment standards of ECC 15.530.060.
 4. Comply with the off-street parking, signage, and landscaping provisions of chapters 15.550 through 15.570 ECC that relate to proposed improvements.
- C. Level III improvements include all improvements commenced within a three-year period (based on the date of permit issuance) that increase the building's footprint by more than 100 percent. Such developments shall conform to all applicable standards.

The application review procedures for new development are addressed in division II of this title. For procedures associated with new developments requiring a building permit, see ECC 15.250.030 (design review).

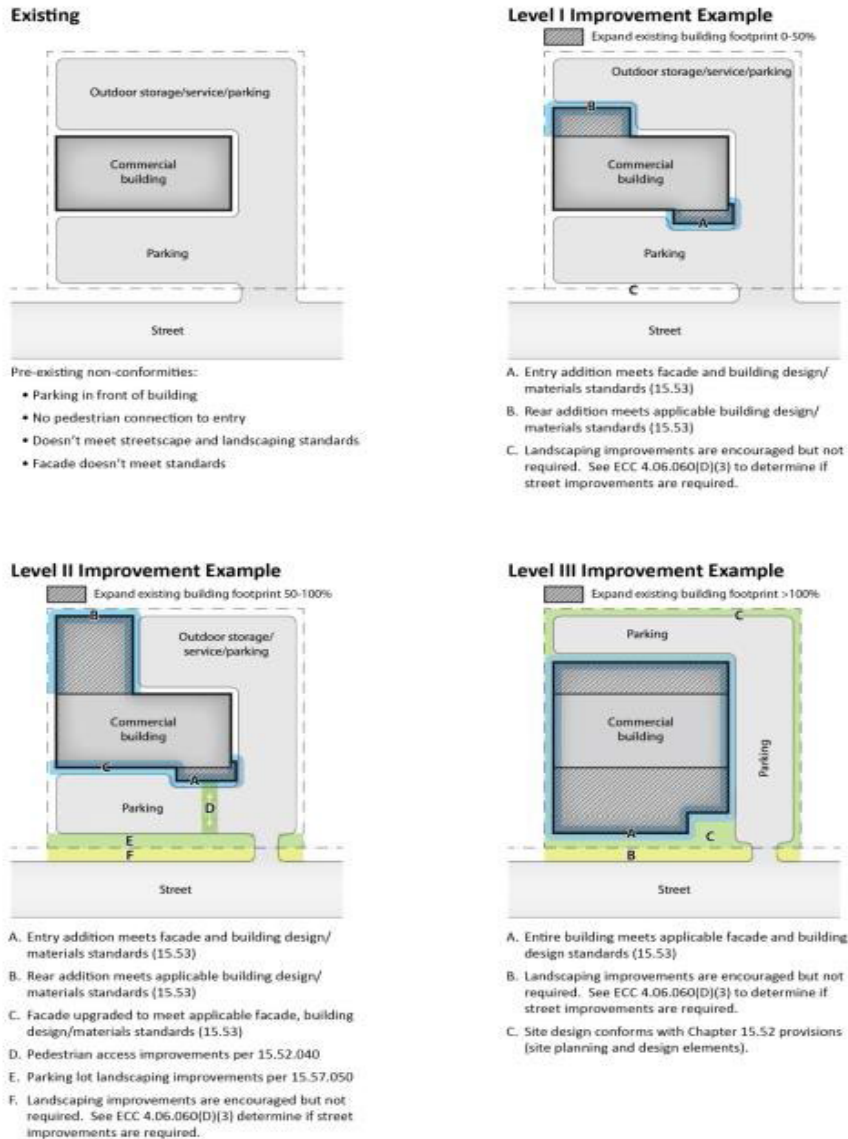


Figure 15.500.020. Examples of site development and the respective types of improvements required under each of the three levels of improvements.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 60. Section 15.520.030 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.520.030 Open space for nonresidential and multifamily uses.

A. Purpose.

1. To enrich the pedestrian environment in Ellensburg;
 2. To provide accessible, safe, convenient, and usable on-site open space for residential uses;
 3. To promote the health of residents by providing access to on-site open space for recreational activities, physical exercise, and/or food production;
 4. To create open spaces that enhance the residential setting; and
 5. To provide for pedestrian-oriented open space in conjunction with large scale commercial development.
- B. *Open space requirements for nonresidential uses.* (See figure 15.520.030(B)). All nonresidential development on sites outside of the I-H zone more than one acre in size, including commercial portions of mixed use development, shall provide pedestrian-oriented space equal to at least one percent of the net project area plus one percent of the gross nonresidential building floor area, exclusive of structured parking. The intent is to mitigate the impacts of large scale commercial development, provide outdoor spaces for resting, dining, and socializing, and to contribute to the desired pedestrian-oriented character of commercial areas and the economic viability of Ellensburg. The one percent standard is modest with respect to building and parking areas, provides for proportionality, and the standards provide flexibility in how the standard can be met. Buildings used entirely for storage purposes are exempt from this standard. Pedestrian-oriented space shall comply with the design provisions of subsection (C) of this section. The applicable open space(s) shall be maintained by the property owner.

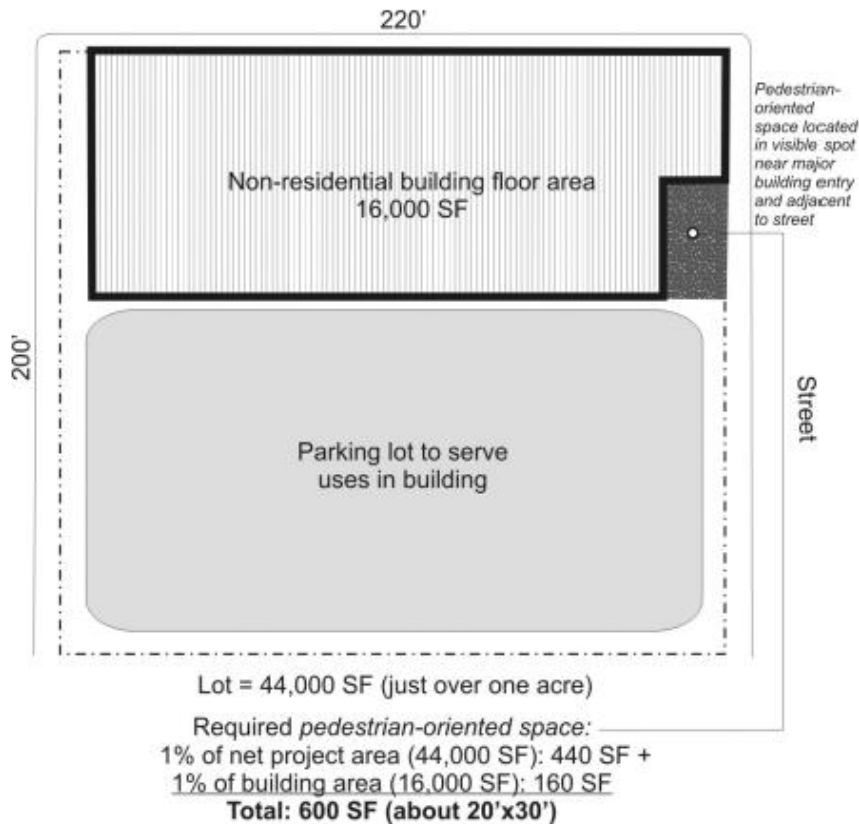


Figure 15.520.030(B). Illustrating the amount of open space required for nonresidential development.

C. *Pedestrian-oriented space design criteria.* These spaces, as required per subsection (B) of this section, are intended to be publicly accessible spaces that enliven the pedestrian environment by providing (1) opportunities for outdoor dining, socializing, relaxing and (2) visual amenities that contribute to the character of commercial areas. Design criteria for pedestrian-oriented space:

1. Sidewalk area, where widened beyond minimum requirements, shall count as pedestrian-oriented open space. The additional sidewalk area may be used for outdoor dining and temporary display of retail goods. The standards in subsections (C)(2) through (4) of this section shall not apply to sidewalks, where used as usable open space.
2. The following design elements are required for pedestrian-oriented open space:
 - a. Spaces shall be physically and visually accessible from the adjacent street or major internal vehicle or pedestrian route. Spaces shall be in locations that the

intended user can easily access and use, rather than simply left-over or undevelopable spaces where very little pedestrian traffic is anticipated;

- b. Paved walking surfaces of either concrete or approved unit paving;
- c. Pedestrian-scaled lighting (no more than 14 feet in height) at a level averaging at least two foot-candles throughout the space. Lighting may be on-site or building-mounted lighting (see chapter 15.580 ECC, outdoor lighting, for additional lighting requirements);
- d. At least three feet of seating area (bench, ledge, etc.) or one individual seat per 60 square feet of plaza area or open space. This provision may be relaxed or waived where there are provisions for movable seating that meet the purpose of the standard;
- e. Spaces shall be positioned in areas with significant pedestrian traffic to provide interest and security—such as adjacent to a building entry; and
- f. Landscaping that adds visual or seasonal interest to the space.

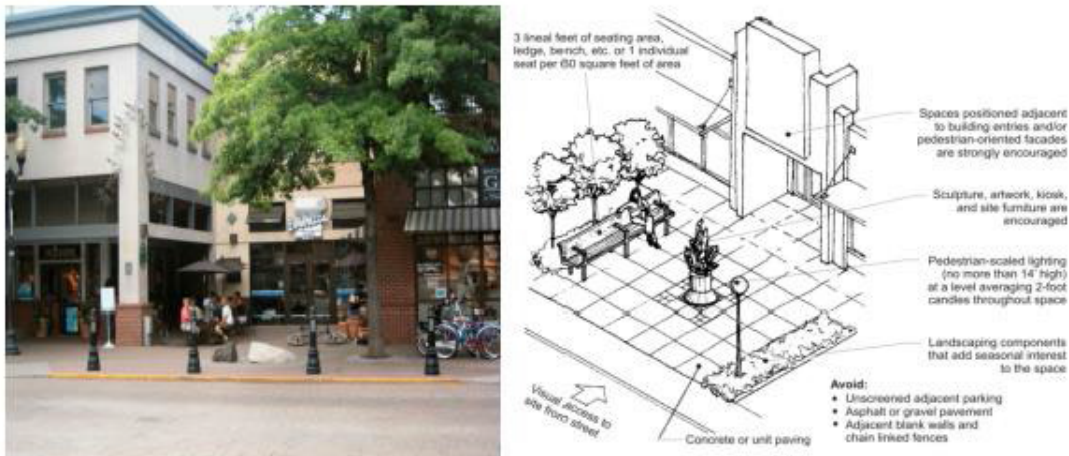


Figure 15.520.030(C). Examples of pedestrian-oriented open spaces.

3. The following features are encouraged in pedestrian-oriented space:
 - a. Pedestrian amenities such as a water feature, drinking fountain, and/or distinctive paving or artwork;
 - b. Provide pedestrian-oriented facades on some or all buildings facing the space;
 - c. Consideration of the sun angle at noon and the wind pattern in the design of the space;

- d. Transitional zones along building edges to allow for outdoor eating areas and a planted buffer;
 - e. Movable seating;
 - f. Incorporation of water treatment features such as rain gardens or the use of an area over a vault as a pedestrian-oriented space; and
 - g. Weather protection, especially weather protection that can be moved or altered to accommodate conditions.
4. The following features are prohibited within pedestrian-oriented space:
- a. Asphalt or gravel pavement, except where continuous gravel or asphalt paths intersect with the space;
 - b. Adjacent chain link fences;
 - c. Adjacent unscreened blank walls; and
 - d. Adjacent dumpsters or service areas.
- D. *Open space requirements for multifamily uses.* All multifamily development, including multifamily portions of mixed use development, shall provide open space at least equal to ten percent of the building living space, not counting corridors, lobbies, etc. For example, for an eight-unit development where the units average 1,000 square feet, the minimum required open space shall be 800 square feet. The applicable open space(s) shall be maintained by the property owner or homeowners' association, where applicable, per ECC 15.290.020. The required open space may be provided in a combination of the following ways:
- 1. One hundred percent of the required open space may be in the form of common open space available to all residents and meeting the requirements of subsection (E)(1) of this section. Common open space may be in the form of courtyards, front porches, patios, play areas, gardens or similar spaces;
 - 2. Up to 50 percent of the required open space may be provided by private or common balconies meeting the requirements of subsection (E)(2) of this section;
 - 3. For mixed-use buildings up to 50 percent of the required open space may be provided by common indoor recreation areas meeting the requirements of subsection (E)(3) of this section;

4. For mixed-use buildings, up to 50 percent of the required open space may be provided by shared roof decks located on the top of buildings which are available to all residents and meet the requirements of subsection (E)(4) of this section; and/or
5. Up to 25 percent of the required open space may be provided by community garden areas meeting the requirements of subsection (E)(5) of this section.
6. For co-living housing, one hundred percent of the required open space may be in the form of shared kitchen and living spaces (such as lounge/social rooms, fitness rooms, libraries, workshops and similar amenities) available to all residents.

E. *Multifamily open space design criteria.*

1. *Common open space.* Such spaces include landscaped courtyards or decks, front porches, gardens with pathways, children's play areas, or other multi-purpose recreational and/or green spaces. Special requirements and recommendations for common open spaces include the following:
 - a. Required setback areas shall not count towards the open space requirement unless they are portions of a space that meets the dimensional and design requirements and guidelines set forth below;
 - b. Space shall be large enough to provide functional leisure or recreational activity. To meet this requirement, no dimension shall be less than 15 feet in width (except for front porches);
 - c. Spaces (particularly children's play areas) shall be visible from at least some dwelling units and positioned near pedestrian activity;
 - d. Spaces shall feature paths, landscaping, seating, lighting and other pedestrian amenities to make the area more functional and enjoyable;
 - e. Individual entries may be provided onto common open space from adjacent ground floor residential units, where applicable. Small, semi-private open spaces for adjacent ground floor units that maintain visual access to the common area are encouraged to enliven the space. Low walls or hedges (less than three feet in height) are encouraged to provide clear definition of semi-private and common spaces;
 - f. Separate common space from ground floor windows, automobile circulation, service areas and parking lots by utilizing landscaping, low-level fencing, and/or other treatments that enhance safety and privacy (both for common open space and dwelling units);

- g. Space should be oriented to receive sunlight, facing east, west, or (preferably) south, when possible;
- h. Space should be sited to minimize impacts from prevailing winds;
- i. Stairways, stair landings and above grade walkways shall not encroach into minimum required common open space areas. An atrium roof covering may be built over a courtyard to provide weather protection provided it does not obstruct natural light inside the courtyard; and
- j. Shared front porches qualify as common open space provided:
 - i. No dimension is less than eight feet; and
 - ii. The porches are accessible to all residents.

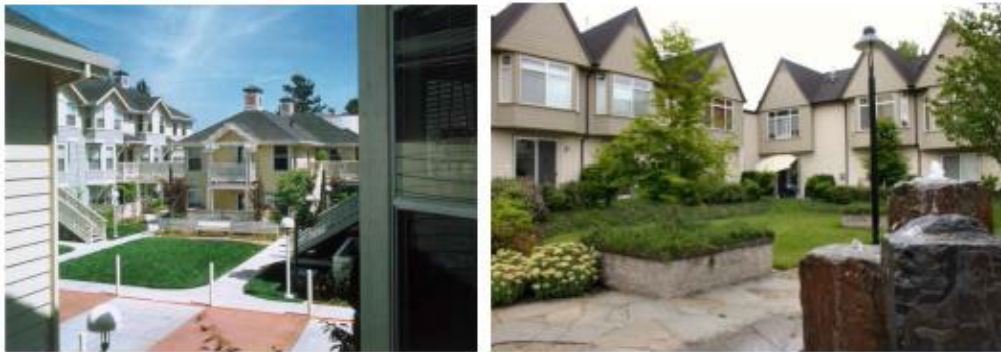


Figure 15.520.030(D)(1). Examples of common open space.

- 2. *Private balconies and decks.* Such spaces shall be at least 35 square feet, with no dimension less than four feet, to provide a space usable for human activity. The space shall meet ADA standards. This standard also applies to individual front porches if counted toward townhouse open space requirements.
- 3. *Indoor recreational areas.* Such spaces shall meet the following conditions:
 - a. The space shall meet ADA standards and shall be located in a visible area, such as near an entrance, lobby, or high traffic corridors; and
 - b. Space shall be designed specifically to serve interior recreational functions and not merely be leftover unrentable space used to meet the open space requirement. Such space shall include amenities and design elements that will encourage use by residents.
- 4. *Shared rooftop decks.* Such spaces shall meet the following requirements:

- a. Space shall be ADA accessible to all dwelling units;
 - b. Space shall provide amenities such as seating areas, landscaping, and/or other features that encourage use;
 - c. Space shall feature hard surfacing appropriate to encourage resident use; and
 - d. Space shall incorporate features that provide for the safety of residents, such as enclosures, railings, and appropriate lighting levels.
5. *Community gardens.* (See figure 15.520.030(D)(2)). Such spaces shall meet the following conditions:
- a. All spaces shall be located to receive at least six hours of natural sunlight per day in summer months.
 - b. All spaces shall have access to irrigation.
 - c. All spaces shall have tillable soil to a depth of one foot, minimum.
 - d. Spaces may be provided in shared or private yard areas, at ground level, on balconies, or on rooftop decks.
 - e. Where some or all of the community garden is within shared common open space, a management program shall be required setting forth the following provisions:
 - i. Access to interested residents meeting minimum space requirements set forth herein;
 - ii. Provisions for space management and maintenance; and
 - iii. No additional fees shall be assessed to space users beyond standard homeowners' association or resident maintenance fees.
 - f. Standards where community garden space is provided within shared common open spaces:
 - i. Walkways between planting beds shall be at least two feet wide; and
 - ii. Planting beds shall be raised above surface level. For ground level spaces, planting beds shall be raised at least six inches. For rooftop spaces, planting beds shall be raised by at least 18 inches.



Figure 15.520.030(D)(2). Community garden example.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 61. Section 15.520.040 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.520.040 Internal pedestrian access and design.

- A. *Purpose.* To improve the pedestrian environment by providing safe and clear connections between the sidewalk and adjacent uses, between businesses, and through parking lots.
- B. *Access to sidewalk.* All buildings shall have clear pedestrian access to the sidewalk. Where a use fronts two streets, access shall be provided from the road closest to the main entrance, preferably from both streets. Buildings with entries not facing the street shall have a clear and obvious pedestrian access way from the street to the entry.
- C. *Sites with multiple businesses or buildings.* Pedestrian paths or walkways connecting all businesses and the entries of multiple commercial buildings frequented by the public on the same development site shall be provided.

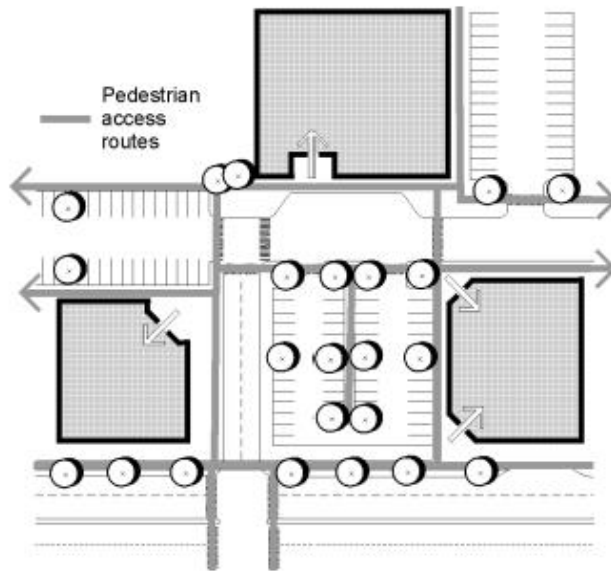


Figure 15.520.040(C). Good internal pedestrian circulation. Note connections from the street, between buildings and through parking lots.

- D. *Parking lot pathways.* A hard-surfaced walkway with six feet of unobstructed width shall be provided for safe walking areas through parking lots greater than 150 feet long (measured either parallel or perpendicular to the street front). Walkways shall be provided for at least every three parking aisles or a distance of less than 150 feet shall be maintained between paths. Such access routes through parking areas shall be separated from vehicular parking and travel lanes by use of contrasting paving material, which may be raised above the vehicular pavement. Speed bumps may not be used to satisfy this requirement. Trees and pedestrian-scaled lighting (maximum 15 feet in height) shall be used to clearly define pedestrian walkways or other pedestrian areas within the parking area.

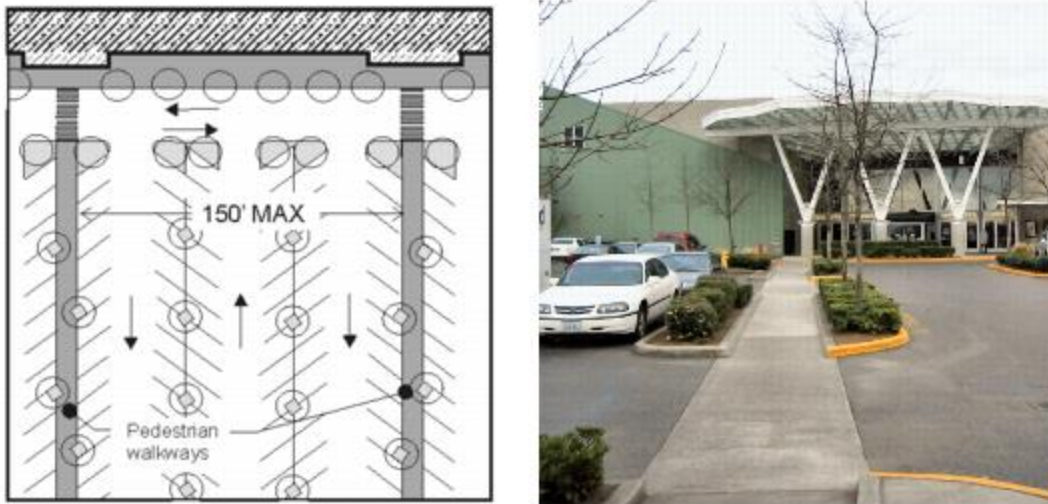


Figure 15.520.040(D). Parking lot pathway standards and example.

E. *Internal walkway widths and design.*

1. Pathways along the front facade of mixed-use and retail buildings 100 feet or more in length (measured along the facade) that are not located adjacent to a street must be at least 12 feet wide with eight feet minimum unobstructed width and include the following:
 - a. Street trees shall be placed at an average of 30 feet on center and placed in planting pits (except where trees are placed in continuous planting strips). Breaks in the tree coverage will be allowed near major building entries to enhance visibility. However, no less than one tree per 60 lineal feet of building facade must be provided;
 - b. Planting strips may be used between any vehicular access or parking area and the pathway; provided, that the required trees are included and the pathway is at least eight feet in width and the combined pathway and planting strip is at least 14 feet in width; and
 - c. Pedestrian-scaled lighting may be used as a substitute to the required street trees, provided they are used at the same intervals.

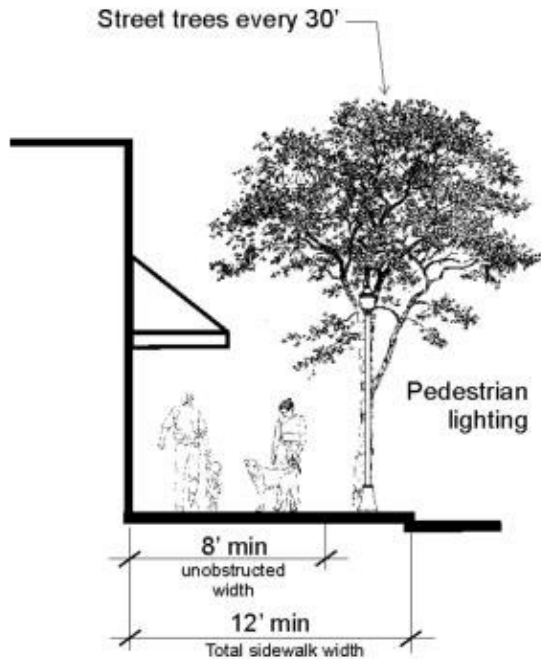


Figure 15.520.040(E)(1). Internal walkway standards and an example along retail or mixed-use buildings.

2. For all other interior pathways, the applicant shall successfully demonstrate that the proposed walkway is of sufficient width to accommodate the anticipated number of users.

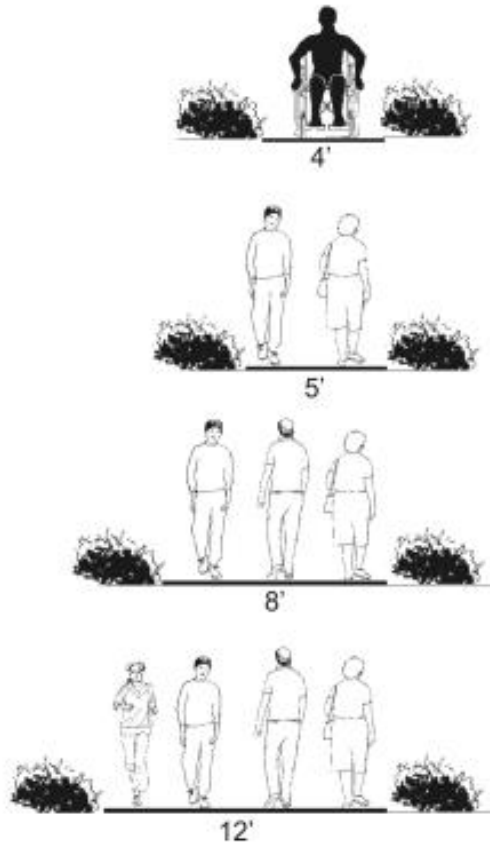


Figure 15.520.040(E)(2). Considerations for pathway walking widths.

F. Pedestrian crossings.

1. Crosswalks are required when a walkway crosses a paved area accessible to vehicles; and
2. Applicants must continue the sidewalk pattern and material across internal driveways.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 62. Section 15.520.070 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.520.070 Parking lot design.

- A. Purpose.** To minimize potential negative impacts of parking lots on the streetscape's visual character, pedestrian environment, local water quality conditions, and adjacent uses.

B. *Surface parking lot screening standards.*

1. Where new surface parking lots or parking lots associated with new construction or level III improvements (see ECC 15.500.020) are adjacent to streets, one of the following buffer options between the sidewalk and the parking lot shall be incorporated:
 - a. Provide a five-foot-wide planting bed that incorporates a continuous low wall (approximately three feet tall). The planting bed shall be in front of the wall and feature Type C landscaping (see ECC 15.570.040(C)). Departures utilizing alternative landscaping schemes will be considered pursuant to ECC 15.210.060 provided they meet the purpose of the standards in this section. The wall shall be constructed of brick, stone, decorative concrete or concrete block, or other permanent material that provides visual interest and helps to define the street edge (see figure 15.520.070(B)(1)(a)).

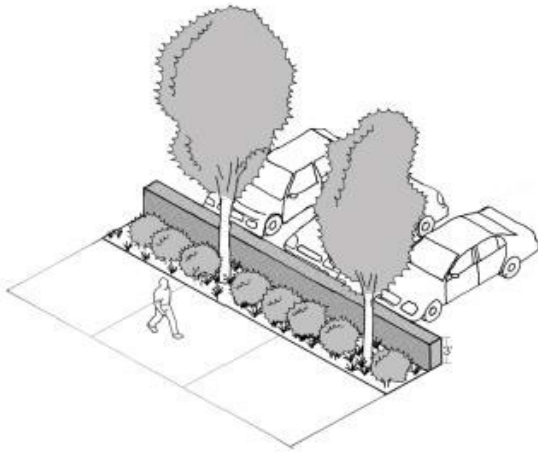


Figure 15.520.070(B)(1)(a). Parking lot planting buffer with low wall.

- b. Provide an elevated planter which is a minimum of five feet wide and between two and three feet in height. Ledges that are approximately 12 inches in width are encouraged as they can double as a seating area. The planter must be constructed of masonry, concrete or other permanent material that effectively contrasts with the color of the sidewalk and combines groundcover and annuals, perennials, ornamental grasses, low shrubs, and/or small trees that provide seasonal interest (see Figure 15.520.070(B)(1)(b)).

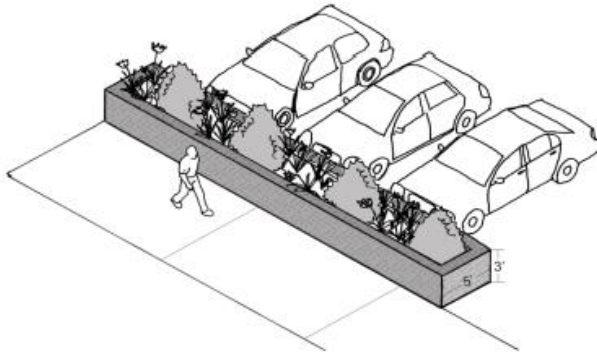


Figure 15.520.070(B)(1)(b). Elevated parking lot planting buffer.

- c. Provide at least ten feet of Type C landscaping (ECC 15.570.040(C)). (See figure 15.520.070(B)(1)(c)).

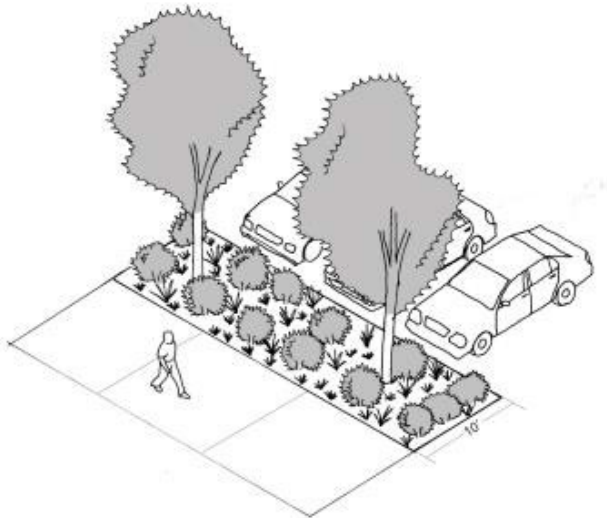


Figure 15.520.070(B)(1)(c). Example of a 10-foot parking lot buffer with Type C landscaping.

All options above should choose and maintain plantings to maintain eye level visibility between the street/sidewalk and parking area for safety. This means that shrubs and other low plantings should be maintained below three feet in height while trees (once they achieve taller heights) should generally have their crowns raised up to the eight-foot level. (See figure 15.520.070(B)(1)(c)).

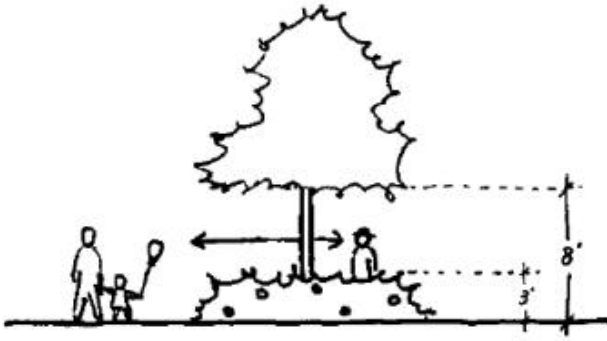


Figure 15.520.070(B)(1)(c). Parking lot planting buffers shall emphasize the 3:8 rule for visibility and safety.

2. ~~d.~~ Where new surface parking lots or parking lots associated with new construction or level III improvements (see ECC 15.500.020) are located along side property lines, a six- to eight-foot screen fence shall be required on the property line with at least five feet of Type A, B, or C landscaping (see ECC 15.570.040) in front of the fence. Breaks in the fence/landscaping are permitted for internal pedestrian and vehicular connections between properties. Properties fronting on designated storefront streets and/or those with shared parking agreements with applicable neighbors are exempt from this requirement. Departures will be considered pursuant to ECC 15.210.060 provided they meet the purpose of the standards in this section.

2.3. Other relevant code sections.

- a. Section 6, parking standards, of the city's public works development standards and chapter 15.550 ECC, off-street parking;
- b. Parking lot pathway standards set forth ECC 15.520.040(C); and
- c. Internal parking lot landscaping standards set forth in ECC 15.570.050(A)(3).

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 63. Section 15.540.040 of the Ellensburg City Code, as last amended by Ordinance 4953, Section 13, is hereby amended to read as follows:

15.540.040 Accessory dwelling unit design standards (ADU).

A. Purpose.

- 1. To provide infill housing opportunities throughout residential zones in Ellensburg;

2. To provide affordable housing options; and
 3. To provide an opportunity for rental income for property owners.
- B. *Standards for all ADUs.* An ADU is designed and established to be a separate dwelling unit that is accessory to a principal unit. ADUs can be attached to the ~~primary dwelling~~ principal unit or detached. ADUs differ from duplexes in the zoning districts where they are allowed and ADUs are subject to specific size and design criteria relative to the ~~primary dwelling~~ principal unit. ADUs shall not be subject to any more restrictive setback requirements, yard coverage limits, restrictions on entry door locations or aesthetic requirements than the principal unit. If standards conflict, the principal unit standards shall apply.

Two accessory dwelling units are permitted on any lot of record in any zone that permits single-family dwellings and is currently developed or being developed with a principal unit provided all of the following conditions are met:

1. ADUs shall not exceed 1,000 square feet of gross floor area. Gross floor area is the interior habitable area under the International Residential Code, including basements and attics, where they meet height minimums, but does not include a garage or accessory structure; and
 2. The presence of an accessory dwelling unit must be clearly identified on each entrance by proper numbering.
- C. *Additional standards for a detached ADU (DADU).*
1. DADUs may be separate freestanding structures located to the side or rear of a primary dwelling unit or may be placed next to and/or above a garage. Existing structures or garages can be converted to an ADU provided the conversion does not impact the ability for the principal unit to demonstrate consistency with current parking standards at the time of building application. This conversion shall not make a legal nonconforming structure or garage more nonconforming in relation to setback or building size;
 2. There shall be a minimum separation of 15 feet between the existing dwellings and the DADU, except where the DADU is converted from an existing garage or structure or built on top of and/or next to an existing garage or structure. The space between a DADU and a principal unit is considered a yard for the purpose of DADU permitted projections pursuant to ECC 15.520.080.

(Ord. No. 4953, § 13, 1-21-2025; Ord. 4810 § 1, 2018; Ord. 4807 § 58, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 64. Section 15.550.040 of the Ellensburg City Code, as last amended by Ordinance 4953, Section 16, is hereby amended to read as follows:

15.550.040 Computation of required off-street parking spaces.

- A. *Spaces required.* Except as modified in subsections below, off-street parking areas shall contain at a minimum the number of parking spaces as stipulated in the following table. Off-street parking ratios expressed as number of spaces per square foot means the usable or net square footage of floor area, exclusive of nonpublic areas. Nonpublic areas include but are not limited to building maintenance areas, storage areas, closets or restrooms. If the formula for determining the number of off-street parking spaces results in a fraction, the number of off-street parking spaces shall be rounded to the nearest whole number with fractions of 0.50 or greater rounding up and fractions below 0.50 rounding down.

Table 15.550.040(A)
Computation of Required Off-Street Parking Spaces

Category of land use ¹	Minimum parking spaces required
RESIDENTIAL/LODGING	
Dwelling, single-family	2.0 per dwelling unit; for structures containing more than 4 bedrooms, 1 additional space for each bedroom in excess of 4 shall be provided. NOTE: Tandem parking to accommodate 2-car garages is permitted for single-family units.
1 st accessory dwelling unit	None required
2 nd accessory dwelling unit	1.0 per <u>for the second accessory dwelling unit</u>
Apartment:	
Duplex	2.0 per dwelling unit; for structures containing more than 6 bedrooms, 1 additional space for each bedroom in excess of 6 shall be provided. NOTE: Tandem parking to accommodate 2-car garages is permitted for duplex dwelling units.
Townhouse	1.0 per dwelling unit for 1-2 bedroom units. 2.0 per dwelling unit for units with 3-4 bedrooms; for structures containing more than

	4 bedrooms, 1 additional space for each bedroom in excess of 4 shall be provided
Studio units	1.0 per dwelling unit
Studio and 1-bedroom units in C-C zone outside of the downtown historic district	0.7 per dwelling unit
Studio and 1-bedroom units (all other)	1.0 per dwelling unit
2-bedroom residential units and larger in C-C zone outside of the downtown historic district	0.7 per bedroom
2-bedroom units or larger (all other)	1.0 per bedroom
Cottage housing	1.0 per dwelling unit
Senior housing	1.0 per dwelling unit (this may be reduced based on the characteristics of the use)
Adult family home	2.0 per dwelling unit; for structures containing more than 4 bedrooms, 1 additional space for each bedroom in excess of 4 shall be provided. NOTE: Tandem parking to accommodate 2-car garages is permitted.
Senior citizen assisted housing	1.0 per 2 dwelling or sleeping units
Community residential facilities	1.0 per 2 bedrooms
Boarding houses, lodging houses	1.0 per bedroom
Co-living housing	0.25 per sleeping unit
Hotel/motels (where restaurants and conference facilities are included, see standards for applicable use)	1.0 per guest room
Bed and breakfast guesthouse	1.0 per guest room, plus 2.0 per facility
GENERAL RETAIL AND SERVICE	

Offices, banks, medical clinics, supermarkets, retail shops, department stores, or similar uses	1.0 per 300 square feet of gross floor area
General retail or service use with drive-in facility	Same parking for retail and service as provided herein, plus sufficient off-street drive-through stacking area to accommodate 3 vehicles without negatively impacting other required parking areas, ingress and egress into such parking areas, or traffic on public streets
Day care facility	1.0 per employee plus 1.0 temporary loading parking per each 8 full-day equivalent children
FOOD AND BEVERAGE	
Restaurant, taverns, or similar uses where patrons sit down for service	1.0 per 200 square feet of gross floor area for sit-down facilities with a minimum number of 5 spaces required
Drive-in restaurant	Same parking as restaurant plus sufficient off-street drive-through stacking area to accommodate 6 vehicles without negatively impacting other required parking areas, ingress and egress into such parking areas, or traffic on public streets
Drive-in coffee stand	2.0 per facility plus sufficient off-street drive-through stacking area to accommodate 6 vehicles without negatively impacting other required parking areas, ingress and egress into such parking areas, or traffic on public streets
PLACES OF ASSEMBLY	
Churches, funeral homes, mortuaries, clubs, lodges, museums, auditoriums, theaters, conference facilities, public or commercial recreational facilities, or similar uses	0.25 per person of maximum occupancy as established by the fire marshal with a minimum of 5 spaces required
INDUSTRIAL AND LAND CONSUMPTIVE USES	

Wholesale trade, warehousing (including miniwarehouse facilities), processing and manufacturing facilities, heavy equipment repair, lumber yard, car sales, or similar land consumptive but low traffic generation uses	1.0 per 1,500 square feet of gross floor area for structures up to 20,000 square feet in gross size with a minimum of 5 spaces required OR 1.0 per 2,000 square feet of gross floor area for structures greater than 20,000 square feet in gross size. NOTE: For vehicle sales lots, the sales area is not considered to be a parking facility and does not have to comply with the requirements of this chapter. However, all required parking must be designed and reserved for customer parking only.
PUBLIC AND QUASI-PUBLIC USES	
Hospital	1.5 per each 5 beds with a minimum of 5 spaces required
Elementary and junior high schools	1.0 per classroom, plus 1 per 50 students
High schools, college or university, trade school, or business school	1.0 per classroom, plus 1 per 10 students
Governmental office	1.0 per 350 square feet of gross floor area

Notes:

- A. In those situations where a particular use is not specifically mentioned in this table, the requirements for off-street parking shall be determined by the director and in accordance with the most comparable use listed.
- B. *Uses in the C-C zone.* There are no off-street parking requirements for any uses in the C-C zone, except residential uses located outside of the downtown historic district per table 15.550.040(A) ~~shall provide at least 0.7 parking spaces per bedroom (studio apartments shall be considered a one-bedroom apartment).~~
- C. *Shell building permit applications.* When the city has received a shell building permit application, off-street parking requirements shall be based on the possible tenant improvements or uses authorized by the zone designation and compatible with the limitations of the shell permit. When the range of possible uses results in different parking requirements, the director shall establish the amount of parking based on a likely range of uses.

For example, an applicant submits a permit for a 5,000-square-foot shell building in the C-H zone. The zone allows for a range of retail, personal, and general service retail uses. Most permitted uses in this zone fall in the category of general retail and service uses in table 15.550.040(A) which requires one space per 300 square feet of gross floor area. Restaurants require more parking (one space per 200 square feet of gross floor area). While the director might find it unreasonable to require parking for the "worst case scenario" in terms of possible use types, he or she will typically choose a requirement that falls between the possible use scenarios. In this case, the odds are that most possible uses fall in the general retail and service use category with a lower parking requirement, though a slightly higher parking requirement would make sense given the possibility of a use such as a restaurant, which requires greater parking. Thus, a compromise standard, requiring a minimum of one space per 275 square feet of gross floor area, would be reasonable in this instance.

D. *Other provisions of code.* ~~Where other provisions of this code stipulate reduced minimum parking requirements, those provisions shall apply.~~ Where provisions of this Title conflict regarding the number required off-street parking spaces, the lower requirement or more lenient interpretation shall prevail.

E. *Bicycle parking.* Multifamily and nonresidential developments shall provide for bicycle parking per the standards below:

1. Amount of bicycle parking.

Table 15.550.040(B)
Computation of Required Off-Street Bicycle Parking Spaces

Category of land use	Minimum parking spaces required
Single-family dwelling	None
Multifamily dwelling	0.5 space per dwelling unit (units with private garages are exempt)
Hotel/motels	1.0 per 20 guest rooms
Offices, banks, medical clinics, supermarkets, retail shops, department stores, or similar uses	1.0 per 5,000 square feet of gross floor area for up to 50,000 square feet, then 1.0 per 10,000 square feet beyond 50,000
Restaurant, taverns, or similar uses where patrons sit down for service	1.0 per 800 square feet of gross floor area
All other uses	1.0 per 5 required vehicle parking spaces

2. Parking location and design—Nonresidential uses. Bicycle facilities for patrons shall be located within 100 feet of the building entrance and located in safe, visible areas that do not impede pedestrian or vehicle traffic flow. Proper lighting of area is required per chapter 15.580 ECC.
 3. Parking location and design—Residential uses. Bicycle facilities for residents shall be located within 100 feet of all building or individual unit entrances and located on the ground level in safe, visible areas that do not impede pedestrian or vehicle traffic flow. Proper lighting of area is required per chapter 15.580 ECC.
 4. Bicycle parking hardware shall be installed according to its manufacturer's instructions, allowing adequate clearance for bicycles and their riders.
 5. Projects in the C-C zone may contribute to a bicycle parking fund (subject to establishment by the city) maintained by the city in lieu of required parking set forth in table 15.550.040(B). Calculation of the required fund contributions will be based on the cost to purchase, install, and maintain bicycle parking and associated improvements. The cost will be adjusted annually by the city. The fund will be used by the city to provide bicycle parking in the C-C zone and in other locations within the city.
- F. *Primary use.* The minimum number of parking spaces shall be computed based on the primary uses on the property, except as stated in subsection (G) of this section that addresses accessory uses. When there are two or more separate primary uses on a property, the required off-street parking for the property is the sum of the required parking for the individual primary uses.
- G. *Accessory use.* When more than 20 percent of the gross floor area on a property is in an accessory use, the required off-street parking shall be calculated separately for the accessory use and for the primary use and then added together for the total required off-street parking. When 20 percent or less of the gross floor area on a property is in an accessory use, the required off-street parking shall be calculated on the gross floor area of the building as if it were all under the primary use.

Examples:

1. A 40,000-square-foot building containing a 30,000-square-foot warehouse space (75 percent of total) and a 10,000-square-foot accessory office space (25 percent of total). The minimum parking requirement would be calculated separately for the office use and the warehouse use and then added together.

2. The same 40,000-square-foot building containing a 35,000-square-foot warehouse space (88 percent of total) and a 5,000-square-foot accessory office space (12 percent of total). The required parking would be based solely on the gross floor area of the building as if it were all the primary use (40,000 square feet).
- H. *On-street parking.* On-street parking immediately adjacent to the property may be counted towards the parking requirement for nonresidential uses.
- I. *Off-site parking.* Off-site parking is not permitted for residential uses outside of the C-C zone, except for guest parking provisions associated with local access streets per ECC 15.410.040(B)(2). For nonresidential uses, a maximum of 25 percent of the required off-street parking for a building or use may be located on a separate lot of record. Specifically:
1. The location of the off-site parking shall be within 600 feet of any property line of the property for which the off-site parking is provided.
 2. Off-site parking facilities are subject to applicable design provisions in this division, including site orientation standards in chapter 15.510 ECC, site planning and design elements in chapter 15.520 ECC, and landscaping standards in chapter 15.570 ECC.
 3. There shall be sidewalks or paved pedestrian paths between the off-site parking site and the use for which the off-site parking is provided.
 4. There shall be adequate lighting to provide safe walking between the off-site parking and the use for which the off-site parking is provided.
 5. The owner of the off-site parking property shall execute a covenant in a form acceptable to the city attorney that shall clearly:
 - a. Identify the legal description of the property that is to benefit from the off-site parking lot and the legal description of the off-site property that is to be encumbered in whole or in part by the covenant.
 - b. Specify the terms and conditions of such encumbrance.
 - c. Clearly state that the terms of the covenant cannot be modified or revoked without the written consent of the city council.
 - d. The covenant shall be recorded with the Kittitas County auditor's office to run as a deed restriction on both the benefited and encumbered properties as long as the business requiring these off-street parking spaces is in operation. A copy of the recorded covenant shall be provided to the community development department.
- J. *Required access.* All required off-street parking must have direct and unobstructed access to ingress and egress from a public street, and stacked or tandem parking shall not be counted

toward meeting the required off-street parking requirements in any zoning district except for ~~single-family residential structures and duplex dwelling units pursuant to RCW 36.70A.622 as per table 15.550.040(A).~~

K. *Setback areas.*

1. Required off-street parking spaces may extend into the rear yard setbacks in the R-L, R-M, R-O, and R-H zoning districts. Required parking may not extend into required open space. If the lot abuts an alley, parking shall be set back five feet from the alley line. Single-family residences located in any of the R-L, R-M, R-O, and R-H zoning districts are allowed to locate the minimum required two off-street parking spaces within the setback areas or required open space area. Any additional parking spaces must be located outside of the required open space and setback areas.
2. At locations where single-family residential parking is permitted within setback or required open space, provisions shall be made to prevent this parking from encroaching upon adjacent sidewalks. For the purposes of this requirement there shall be a minimum of 22 feet between adjacent structures and sidewalks to allow for parking clearance when required parking for single family residential development is sited on the required building setback(s) or open space.

L. *Garages.* Required off-street parking that is provided in garages or carports shall be credited toward the required off-street parking spaces except that no stacked or tandem parking that blocks off those garages or carport parking spaces from direct or unobstructed access to ingress or egress to a public street shall be credited toward the required parking spaces except for single-family residential structures and duplex structures as set forth in table 15.550.040(A).

M. *Handicapped parking.* Off-street parking and access for the physically handicapped shall be provided in accordance with the Uniform Building Code.

N. *Fire lane standards.* Fire lanes may be required by the fire codes and by Kittitas Valley fire and rescue within off-street parking facilities. Such fire lanes, including dimensions, width, location, etc., shall be installed as required by the fire code or Kittitas Valley fire and rescue and shall remain in effect throughout the life of the parking facility.

O. *Change in use.* Changes in use to a different land use category shall provide the minimum off-street parking for the new general land use category.

(Ord. No. 4953, § 16, 1-21-2025; Ord. No. 4929, § 8, 11-6-2023; Ord. 4887 § 33, 2022; Ord. 4810 § 2, 2018; Ord. 4807 § 59, 2018; Ord. 4656 § 1 (Exh. O2), 2013)

Section 66. Section 15.570.050 of the Ellensburg City Code, as last amended by Ordinance 4656, Section 1, is hereby amended to read as follows:

15.570.050 Landscape site design standards.

A. Surface parking lot landscaping.

1. *Purpose.* To minimize potential negative impacts of parking lots on downtown's visual character, pedestrian environment, local water quality conditions, and adjacent uses.
2. *Parking lot perimeters.*
 - a. For parking lots adjacent to public streets, use Type C landscaping at least six feet deep and no less than the minimum applicable building setback (whichever is more).
 - b. For parking lots along internal private roadways in commercial areas, provide a planting strip at least six feet wide with Type C landscaping.
 - c. For parking lots along internal lot lines, use Type A or B landscaping at least ten feet deep. ~~Departures to the landscaping standard will be considered pursuant to ECC 15.210.060 provided the alternative landscaping design meets the purposes of the standards in this section.~~
 - d. Departures to the landscaping standard will be considered pursuant to ECC 15.210.060 provided the alternative landscaping design meets the purposes of the standards in this section.
3. *Internal parking lot landscaping.* All parking lots whose development exceed 40 spaces shall meet the following standards; parking lots with 40 or fewer spaces are exempt.
 - a. Twenty square feet of planting area utilizing Type C landscaping is required for each parking space. ~~Parking lots containing less than 40 spaces are exempt from this standard;~~
 - b. At least one tree is required for every planting island within a parking lot;
 - c. All parking spaces shall be within 50 feet of a planting island with a tree;
 - d. Planting islands must be at least six feet deep and wide to be used in planting area calculations;
 - e. Wheel stops, curbs or walkways shall be used to protect planting islands from vehicles;

- f. Canopy type trees shall be utilized;
 - g. Rain gardens and swales may be integrated into required planting areas (see section 4 of the public works development standards for related standards); and
 - h. Departures to the landscaping standard will be considered pursuant to ECC 15.210.060 provided the alternative landscaping design meets the purposes of the applicable standards.
- B. *Side/rear yard screening.* See ECC 15.520.020 for applicable standards.
- C. *Foundation planting.* All street-facing elevations must have landscaping along any exposed foundation. The landscaped area may be along the outer edge of a porch instead of the foundation. This landscaping requirement does not apply to portions of the building facade that provide access for pedestrians or vehicles to the building. The foundation landscaping must meet the following standards:
- 1. The landscaped area must be at least three feet wide;
 - 2. There must be at least one three-gallon shrub for every three lineal feet of foundation; and
 - 3. Ground cover plants must fully cover the remainder of the landscaped area.



Figure 15.570.050(C). Foundation plantings would be required along the exposed concrete foundation.

(Ord. 4656 § 1 (Exh. O2), 2013)

Section 67. Title 15, Division VII of the Ellensburg City Code is hereby repealed in its entirety.

Section 68. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) of this ordinance.

Section 69. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 70. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the _____ day of November, 2025.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4975 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4975 was published as required by law.

BETH LEADER



Proposal No. _____ (leave blank) RETURN TO:

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. ANDERSON STREET
ELLENSBURG, WA 98926

LAND DEVELOPMENT CODE AMENDMENT PROPOSAL

THE PURPOSE OF THIS FORM IS TO CLEARLY OUTLINE INFORMATION REGARDING A PROPOSAL TO AMEND THE CITY OF ELLENSBURG'S LAND DEVELOPMENT CODE. PROVISION OF THE FOLLOWING INFORMATION WILL ENSURE THAT THE PROPOSAL CONTAINED HEREIN WILL RECEIVE FULL CONSIDERATION AND THAT THE INDIVIDUAL MAKING SUCH PROPOSAL WILL BE ADVISED OF ALL RELEVANT PUBLIC MEETINGS, HEARINGS, ETC....

NAME\DATE SSHI LLC, dba DR Horton, Agent: Eric Engmann (Project Manager)
March 31, 2025

ADDRESS\PHONE NO.\EMAIL

11241 Slater Ave NE, Kirkland, WA 98033

(425) 218-9483

epengmann@drhorton.com

DESCRIPTION OF AMENDMENT TO THE LAND DEVELOPMENT CODE

Allow model home/real estates sales office as exempt from the typical Temporary Use requirement and process given the unique & accessory nature of the use as a part of a larger residential subdivision.

SECTIONS OF THE LAND DEVELOPMENT CODE PROPOSED FOR AMENDMENT

ECC 15.250.010- Temporary Use Permit

REASONS AND INFORMATION SUPPORTING THE PROPOSED AMENDMENT

Many jurisdictions have special allowances for the model home/real estate office for residential subdivisions. Although the use is temporary it can last longer than most typical temporary uses, which tend to be seasonal or very short term in nature. The real estate office operates within a future residential home and is a use typical in newer residential communities. Examples of codes from other jurisdictions are attached with how they have been handled in other areas. In most cases, simpler language is better because these uses only last while the new community is actively selling and then will be a fully residential use.

PROPOSED LANGUAGE FOR AMENDMENTS (IF NOT PROVIDED ABOVE)

Proposed/Suggested language is attached. Essentially, it would create ECC 15.250.010, E, which would like exemptions to the temporary use permit. This is how most other jurisdictions have dealt with allowing things like model homes/real estate offices within a residential subdivision.

Please attach any supporting documentation or other relevant material you wish to be considered for this proposal.

Kathy Boots

From: Mark Rud
Sent: Monday, March 31, 2025 4:00 PM
To: Kathy Boots; Chace Pedersen
Cc: Stacey Henderson
Subject: FW: [Ext] Request for Ellensburg Code Amendment- Temporary Use Exception for Model Home/Real Estate Sales Office
Attachments: Code Amendment Option- 15.250.010
 ___Temporary_use_permits_Type_II_review_process..docx; Model Home Temporary Use Exeption Jurisdiction Examples.docx
Follow Up Flag: Follow up
Flag Status: Flagged

See below.

Mark Rud (he/him/his) | Associate Planner
 (509) 962-7235 | rudm@ci.ellensburg.wa.us
 501 N. Anderson St, Ellensburg, WA 98926



Confidentiality Notice: This e-mail may contain confidential and privileged information. If you have received this message by mistake, please notify me immediately by replying to this message or telephoning me, and do not review, disclose, copy or distribute.

Advisory: Please be advised the City of Ellensburg is required to comply with the Public Records Act, Chapter 42.56 RCW. This act establishes a strong state mandate in favor of disclosure of public records. Therefore, the information you submit to the City via email, including personal information, may ultimately be subject to disclosure as a public record.

From: Eric Engmann <EPEngmann@drhorton.com>
Sent: Monday, March 31, 2025 3:58 PM
To: Stacey Henderson <hendersons@ci.ellensburg.wa.us>; Daniel Carlson <carlsond@ci.ellensburg.wa.us>
Cc: Mark Rud <rudm@ci.ellensburg.wa.us>; Kelli Capps <cappsk@ci.ellensburg.wa.us>; Kathy E Orni <KEOrni@drhorton.com>; Mark Edward Villwock <MEVillwock@drhorton.com>
Subject: [Ext] Request for Ellensburg Code Amendment- Temporary Use Exception for Model Home/Real Estate Sales Office

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

March 31, 2025

Dear City of Ellensburg,

D.R. Horton would like to formally request a Land Development Code Amendment per ECC Section 15. 250.100. The request is to allow model home/real estate sales offices and accessory parking as an exemption to the temporary use permit requirements of ECC 15.250.010. Our company is building a 293-unit development called Mallard Meadows within the City. These larger types of subdivisions take several years to construct, and it is typical to have a model home/real estate sales office open in the community for multiple years. Most other

jurisdictions have exemptions or specialized criteria to allow these uses to remain without requiring the typical temporary use process.

Currently, the only mechanism in the Land Development Code to allow for this use is via a Temporary Use Permit in ECC 15.250.010. These uses are typically for smaller functions, often things like Christmas tree lots, holiday sales, yard sales, etc. The provisions of this code section are set up to function for those types of uses. The Model Home/Real Estates Sales Office operates within a future residential home. Many other jurisdictions provide exemptions to the temporary use noticing and time frame limitations for this type of use, given to accessory nature of the operation within a new subdivision. As the City of Ellensburg expands, especially in the R-S zoning district, this code amendment will be helpful to provide accommodation for a use that is synonymous with residential subdivisions.

I have provided an example of a code amendment that would allow this use without a temporary use permit. I am also attaching a few other examples of how other jurisdictions allow this use to operate without a temporary use permit. I would be happy to also provide visuals of model homes/sales offices we have in other communities as an example of the ancillary or accessory nature within the overall residential development.

Please let me know if you have any questions or need any other information to assist with this request for a code amendment.

Regards,



Eric Engmann
Project Manager- Land Entitlement

D.R. HORTON
11241 Slater Avenue Suite 200, Kirkland, WA 98033
m: 425-218-9483

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15.250.010 Temporary use permits—Type II review process.

- A. *Purpose.* A temporary use permit is a mechanism by which the city may permit a use to locate within the city on private property on an interim basis, without requiring full compliance with the LDC or by which the city may permit seasonal or transient uses not otherwise permitted.
- B. *Procedures.* Temporary uses are subject to the Type II review process as set forth in chapter 15.210 ECC.
- C. *Decision criteria.* The director may approve or modify and approve an application for a temporary use permit if:
 - 1. The temporary use will not be detrimental to public health, safety, or welfare, nor injurious to property and improvements in the immediate vicinity of the subject temporary use;
 - 2. The temporary use is not incompatible in intensity and appearance with existing land uses in the immediate vicinity of the temporary use;
 - 3. Adequate parking is provided for the temporary use and, if applicable, the temporary use does not create a parking shortage for the existing uses on the site;
 - 4. Hours of operation of the temporary use are specified; and
 - 5. The temporary use will not create noise, light, or glare which would adversely impact surrounding uses and properties.
- D. *Time period.* A temporary use permit is valid for up to 60 calendar days from the effective date of the permit, except that the director may establish a shorter time frame or extend a temporary use permit for up to one year. Temporary uses for more than one year shall require review and approval by city council as a Type IV decision.
- E. ***Temporary uses exemption. Model homes or apartments and related real estate sales and display activities located within the subdivision or residential development to which they pertain.***

Exhibit C- DR Horton Correspondence

Stacey Henderson

From: Eric Engmann <PEngmann@drhorton.com>
Sent: Monday, October 6, 2025 1:46 PM
To: Stacey Henderson
Cc: Daniel Carlson; Kathy E Orni
Subject: [Ext] RE: Code Amendment Hearing

Importance: High

Follow Up Flag: Follow up
Flag Status: Completed

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

Hi Stacey,

I just left you a voicemail.

There is one concern with the proposed temporary use code amendment as currently written. I'd like to talk with you about it before the Planning Commission meeting.

The concern involves the time frames proposed in 15.250.010.E.1.

For a larger subdivision with multiple phases, this proposed highlighted language does not give us enough time to finish sales within this subdivision. The word "**containing**" is the challenge since the model home might not be located within that new phase. The model home usually stays in a central upfront area that is usually part of phase 1.

My simplest recommendation would be to change containing to intended for.

"limited to a period not to exceed three years from recording the final plat of the subdivision or the phase ~~containing~~ intended for the temporary use."

E. *Exemptions.* Temporary model dwellings and related sales or leasing offices shall be exempt from temporary use permitting requirements, subject to the following:

1. No more than one lot may be utilized for such temporary use within a long subdivision permitting single-family residences, **limited to a period not to exceed three years from recording the final plat of the subdivision or the phase containing the temporary use**. Short subdivision lots shall not be eligible for this exemption, and the long subdivision must contain a minimum of 40 lots to be eligible for this exemption.
2. For multifamily projects, no more than one ground-level ADA accessible unit may be utilized for home model display, and one ground-level ADA accessible unit for sales/leasing office, both limited to a period commencing from issuance of the building's first certificate of occupancy and not to exceed one year from the final certificate of occupancy for all permanent dwellings in the project. The multifamily project must contain a minimum of 20 dwelling units to be eligible for this exemption.
3. Sales or leasing offices must be limited to sale or lease of lots or dwellings within the same subdivision or multifamily development.
4. Such use shall comply with all building code requirements, public works development standards, and any conditions imposed for the temporary use by the community development director to mitigate reasonably foreseeable identified impacts of the use. Any additional off-street parking areas developed solely to serve a sales or leasing office within a subdivision containing single-family homes shall be removed upon removal of the exempt temporary use.

Eric Engmann
Project Manager

D.R. HORTON
m: 425.218.9483

From: Stacey Henderson <hendersons@ellensburgwa.gov>
Sent: Friday, October 3, 2025 4:27 PM
To: Eric Engmann <PEngmann@drhorton.com>
Cc: Daniel Carlson <carlsond@ellensburgwa.gov>
Subject: Code Amendment Hearing

[External]

Hello Eric,

Your proposed code amendment for temporary sales offices will be reviewed by the planning commission in a public hearing next week, October 9, at 5:45pm.

I have attached the agenda and proposal for your review. You are welcome to attend remotely, or in person. Please let me know if you have any questions, and I look forward to seeing you next week.

Thank you,

Stacey Henderson (she/her)
Planning Manager | **City of Ellensburg**
501 North Anderson Street | Ellensburg, WA 98926
(509) 925-8608
hendersons@ellensburgwa.gov
<https://ellensburgwa.gov>



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HAND DELIVERED

9/15/2025

Exhibit D- P25-108 Mitch Williams Application



P25-108

Proposal No. _____ (leave blank) RETURN TO:

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. ANDERSON STREET
ELLENSBURG, WA 98926

LAND DEVELOPMENT CODE AMENDMENT PROPOSAL

THE PURPOSE OF THIS FORM IS TO CLEARLY OUTLINE INFORMATION REGARDING A PROPOSAL TO AMEND THE CITY OF ELLENSBURG'S LAND DEVELOPMENT CODE. PROVISION OF THE FOLLOWING INFORMATION WILL ENSURE THAT THE PROPOSAL CONTAINED HEREIN WILL RECEIVE FULL CONSIDERATION AND THAT THE INDIVIDUAL MAKING SUCH PROPOSAL WILL BE ADVISED OF ALL RELEVANT PUBLIC MEETINGS, HEARINGS, ETC....

RECEIVED

SEP 15 2025

NAME/DATE MITCH WILLIAMS
SEPT. 15, 2025

COMMUNITY DEVELOPMENT

ADDRESS/PHONE NO./EMAIL

7501 MANASTASH ROAD, ELLENSBURG, WA 98926
509 999-0168
MITCH@MFWILLIAMS.NET

DESCRIPTION OF AMENDMENT TO THE LAND DEVELOPMENT CODE

15.260.180 BINDING SITE PLAN REVIEW AND CRITERIA
REVISION OF EXISTING CODE

SECTIONS OF THE LAND DEVELOPMENT CODE PROPOSED FOR AMENDMENT

15.260.180

REASONS AND INFORMATION SUPPORTING THE PROPOSED AMENDMENT

CURRENT CODE IS CONFUSING WITH CONFLICTING
PROVISIONS. EXISTING CODE EXCLUDES PUD ZONE
WHICH IS AN OVERSIGHT IN EXISTING LANGUAGE

PROPOSED LANGUAGE FOR AMENDMENTS (IF NOT PROVIDED ABOVE)

SEE ATTACHED

SEP 15 2025

COMMUNITY DEVELOPMENT

Section 15.260.180 of the Ellensburg City Code, last amended by Section 110 of Ordinance 4955, is hereby repealed, and replaced with a new section 15.260.180 to read as follows:

15.260.180 – Binding site plan review and criteria.

- A. *Purpose.* This chapter provides for an optional method for the division for lease or sale of multifamily, commercial or industrial property, planned unit developments, condominiums and mobile home parks through the use of a binding site plan as provided for in Chapter [58.17](#) RCW. This method may be employed as an alternative to the subdivision and short subdivision procedures in this title when consistent with this chapter. The overall process for approving a binding site plan is a two-step process in which general binding site plan approval is obtained first, and final binding site plan approval is obtained second.
- B. *Requirements for a complete application.* These requirements are in addition to the minimum application requirements in ECC 15.220.020.
1. *General Binding Site Plan.*
 - a. The application submittal requirements of ECC 15.220.020;
 - b. A copy of the site plan as approved by the city through the grading or building permit, planned unit development or other development application process;
 - c. A copy of any existing, recorded or proposed covenants, conditions and restrictions, property owners' association bylaws and incorporation documents, and all other private restrictions or provisions currently applicable or which may become applicable to the subject property;
 - d. If an existing residential development, evidence of the vote, appropriate association approval, or legal property owner authorizing the submittal of the application;
 - e. A copy of a title company certification (current within 60 days from filing of the binding site plan) confirming that the title of the lands as described and shown on the binding site plan is in the name of the owner(s) signing the binding site plan; and
 - f. The number of copies as directed by the city.
 2. *Final Binding Site Plan.*
 - a. The number of copies as directed by the city;
 - b. Required information as set forth in ECC 15.260.100;

-
- c. Approved plans and documents from the applicable general binding site plan;
 - d. A statement indicating that all development on the subject parcel is bound to the binding site plan; and
 - e. Reference by recording number to the covenants, conditions and restrictions and property owners' association incorporation documents applicable to the property.

C. *Applicability.* The division of property by binding site plan is limited to the following:

1. Divisions of land into lots with a zoning classification allowing multifamily, industrial or commercial uses, planned unit developments, condominiums and mobile home parks through the use of a binding site plan as provided for in Chapter [58.17](#) RCW.
2. A division for the purpose of lease when no residential structures other than manufactured/mobile homes or travel trailers are permitted to be placed upon the land, provided the site plan complies with all applicable manufactured/mobile home park regulations and the zoning code.
3. A division of land subject to Chapters [64.32](#) and [64.34](#) RCW as now in effect or hereafter amended so long as the site plan complies with the standards for condominiums under applicable Ellensburg City Code provisions.

D. *Concurrent Applications.* When an applicant wishes to utilize the binding site plan process, a binding site plan may be applied for and reviewed concurrent with an application for a general binding site plan.

E. *Existing Development.* Approved condominium developments, approved mobile home parks, approved final planned unit developments and approved building permits for any of the developments identified within this section which have been approved prior to the effective date of this chapter shall hereafter qualify as an approved general binding site plan. The division or redivision of land for sale or lease qualifying under this subsection may be achieved through either the final binding site plan, subdivision or, if nine or fewer lots, the short subdivision process.

F. *Binding Site Plan Runs with the Land.* After a general or specific binding site plan is filed with the auditor of the county in which the land lies, all persons, parties, their successors, heirs or assigns, who own, have, or will have by virtue of purchase, inheritance or assignment, any interest in the real property of the subject site or portions thereof, shall be bound by the conditions and inscriptions attending the general/specific binding site plan.

G. *Procedure – General binding site plan*

1. The general binding site plan shall be considered by the appropriate decision body as provided for within ECC Chapter 15.210.
2. *Criteria for Review.* The general binding site plan shall be reviewed for consistency with the applicable development regulations in the Ellensburg City Code.

H. *Procedure – Final binding site plan*

1. *Filing – Final Binding Site Plan.* A final binding site plan shall be filed with the department of community development at such time as the property owner(s) intends to sell or lease a portion of property as approved in a general binding site plan.
 2. *Limitations.* The final binding site plan shall not be used to modify the provisions of the approved general binding site plan, building permit, final occupancy permit, or associated planned unit development other than to divide lots for sale or lease within areas designated for lot development in the general binding site plan.
 3. *Review Procedures – Final Binding Site Plan.* The final binding site plan shall be reviewed for compliance with the conditions of the general binding site plan, building permit, applicable planned unit development conditions and all other applicable regulations in effect at the time of application.
 4. *Approval and Recording.* Upon determination of consistency, the final binding site plan shall be signed by the community development director and the public works director and filed with the Kittitas County Auditor.
- I. *Special provisions applicable to condominium developments subject to Chapter 64.32 or 64.32 RCW.*

The following additional conditions shall be required:

1. The improvements constructed or to be constructed thereon are required by the provisions of the binding site plan to be included in one or more condominiums or owned by an association or other legal entity in which the owners of units therein or their owners' associations have a membership or other legal or beneficial interest;
 2. The city has approved a general binding site plan pursuant to ECC 15.260.180(G) for the subject property;
 3. All necessary documents are recorded with the county in which such land is located; and
 4. The binding site plan contains the following statement on the face of the binding site plan:
-

All development and use of the land described herein shall be in accordance with this binding site plan, as it may be amended with the approval of the city, town, or county having jurisdiction over the development of such land, and in accordance with such other governmental permits, approvals, regulations, requirements, and restrictions that may be imposed upon such land and the development and use thereof. Upon completion, the improvements on the land shall be included in one or more condominiums or owned by an association or other legal entity in which the owners of units therein or their owners' associations have a membership or other legal or beneficial interest. This binding site plan shall be binding upon all now or hereafter having any interest in the land described herein. [RCW 58.17.040(7)(e)]

5. The general binding site plan for a condominium development shall be deemed approved if the subject property has received final approval of a preliminary subdivision, planned unit development, a building permit, or a final certificate of occupancy has been issued.

J. *Modifications.*

Binding Site Plan Modifications. Modifications to a binding site plan shall be processed in the same manner as the original binding site plan.

1. *Information Waiver.* The community development director may waive the submittal of required information for general and final binding site plans if the information is either recorded or recorded by reference with the auditor and is available in the city's file(s).
2. The city may rescind all or a portion of a general or final binding site plan upon the request of the owner or owners of a legal lot or lots subject to a recorded binding site plan; provided, that any portion of a binding site plan which is rescinded shall be considered to be one lot unless divided by an approved subdivision or short division.
3. Signatures of the owners of those portions of a binding site plan which are not proposed to be altered by an amendment or rescission are not required on the amended binding site plan or application for rescission.

Exhibit E- LDC Amendments Summary Table

<u>AMENDED SECTION</u>	<u>RATIONALE</u>
15.110.060 Purpose/authority/interpretation	Adds procedures for administrative interpretation required by RCW 36.70B.110(11)
15.130.010 A definitions	Creates consistent definitions for “Accessory dwelling units,” “Administrative appeals,” “Art, performing arts, or recording studio,” “Auto fueling,” and “Auto sales”
15.130.030 C definitions	Creates consistent definitions for “Cafe” (replaces “Coffee house, espresso bar” in use table), “Cemetery, columbarium or mausoleum,” and “Cottage housing” Newly defines “Co-living housing” to incorporate WA Commerce’s model language required by RCW 36.70A.535
15.130.040 D definitions	Revises design review distinction between Major and Minor projects at threshold of 20,000 sf (vs. 15,000 sf existing) consistent with ECC Tables 15.210.050(A),(B) and 15.250.030 as amended, uniform with 20,000 sf between “Retail” and “Office” uses in ECC Table 15.310.040; Creates consistent definitions for “Dry cleaner,” and “Single-family dwelling” (latter re. ADUs)
15.130.070 G definitions	Creates consistent definitions for “Golf course” and “Golf driving range”
15.130.110 K definitions	Newly defines “Kitchen” and “Kitchenette” to incorporate WA Commerce’s model Co-living Housing language required by RCW 36.70A.535
15.130.120 L definitions	Creates consistent definitions for “Laundromat,” and “Light industry”
15.130.130 M definitions	Creates consistent definition “Multifamily”
15.130.160 P definitions	Newly defines “Private parking lot,” “Public parking lot” and “Freight truck parking lot” based on recent development proposals; Creates consistent definitions “Personal electric vehicle battery charging station”
15.130.180 R definitions	Creates consistent definitions for “Radio station,” and “Restaurant”
15.130.190 S definitions	Newly defines “Sleeping unit” to incorporate WA Commerce’s model Co-living Housing terminology required by RCW 36.70A.535
15.130.200 T definitions	Creates consistent definition for “Tavern” (replaces “Bar” in use table)
15.130.210 U definitions	Newly defines “University” to account for higher education land uses; Revises “Usable floor area” to cut accessory buildings from calculation (only used for parking per ECC 15.550.040)
15.210.030 Permit review process types— Defined	Clarifies public hearings for Landmarks decisions; Revises Landmarks appeals to Hearings Examiner (only Type II permit to Council as existing); Provides procedural code references
Table 15.210.040(A) Decision-making and Appeal Process for Permit Review Process Types	Clarifies Landmarks appeals are to Hearings Examiner as revised in ECC 15.210.030, and Type III appeals are to Council or Superior Court (none currently appealable to Examiner)

Table 15.210.040(B) Procedures for Permit Review Process Types	Revises Table Notes for pre-application requirements consistent with ECC 15.220.010 as amended, and review timelines and completeness determinations in conformance with RCW 36.70B.080(1)(d); Revises preliminary short subdivision review to 90 days consistent with ECC 15.260.120(E) as amended, pursuant to RCW 36.70B.020(4)(a) & 58.17.140(1)
Table 15.210.040(C) Notice Requirements for All permit Application Types, Unless Otherwise Stated	Clarifies Notice methods consistent with ECC 15.220 & 15.230, in conformance with RCW 36.70B.110(4), 36.70B.130 and 36.70B.140(1),(2) (many require narrow readings of existing provisions)
Table 15.210.050(A) Projects Under Type I Review Process	Relocates and revises Type I project permits, and updates code references consistent with other Sections as amended
Table 15.210.050(B) Projects Under Type II Review Process	Relocates and revises Type II project permits, clarifies appeal bodies, updates code references, and adds a Table Note consistent with other Sections as amended
Table 15.210.050(C) Projects Under Type III Review Process	Relocates and revises Type III project permits, and updates code references consistent with other Sections as amended
Table 15.210.050(D) Projects Under Type IV Review Process	Relocates and revises Type IV project permits, clarifies appeal bodies, and updates code references consistent with other Sections as amended
15.220.010 Preapplication meeting	Clarifies required pre-application consistent with ECC Table 15.210.040(B), Note 1 as amended
15.220.015 Subsequent preapplication meeting	New section: requires and allows subsequent pre-application meetings in certain circumstances, based on recent project proposals
15.220.040 Public notice of application	Clarifies SEPA comment period pursuant to referenced code section
15.220.050 Notice board requirements	Clarifies minimum public notice board posting duration for SEPA and its appeal periods
15.220.070 Permit processing time limits	Revises Type I permits: 65-day review begins from a determination of completeness (vs. date of submittal as existing) in conformance with RCW 36.70B.080(1)(d)(i); Clarifies timelines for Landmarks decisions, SEPA, and subdivision projects
15.220.080 Public notice of final project permit decision	Incorporates noticed parties and Notice language required by RCW 36.70B.130 and consistent with ECC Table 15.210.040(C) as amended; Clarifies SEPA notice posting
15.230.010 Limitations on the number of hearings	Clarifies appeal applicability to all SEPA determinations
15.230.020 Public notice of open record public hearing	Clarifies applicability to open record appeals and methods of notice consistent with ECC 15.220.040(C) as existing
15.230.025 Public notice of closed record public hearing	New section: clarifies required methods and parties of notice for closed record hearings (requires narrow readings of ECC Chapters 15.220 and 15.230 as existing)
15.230.030 Effective date of decision	Clarifies existing practices (e.g., zoning ordinance adoption effective date)

15.230.040 General description of appeals	Re-formats to clarify existing provisions, consistent with ECC Table 15.210.040(B)
15.230.050 Grounds for administrative appeal	Clarifies applicability to local appeals only
15.230.060 Standing to initiate and administrative appeal	Clarifies appeal eligibility of open record hearing testifiers
15.230.070 Administrative appeal procedures	Clarifies applicability to local appeals only; Incorporates extended appeal window required for certain decisions by RCW 36.70B.110(9)
15.230.080 Open record hearing or open record appeal hearing proceedings	Clarifies hearing and decision applicability; Strikes provision allowing open record appeal bodies to apply additional conditions to a project approval; References applicable permit type decision timelines (vs. 120-day as existing)
15.230.090 Closed record hearing or closed record appeal hearing proceedings	Clarifies hearing and decision applicability; Re-formats to mirror preceding section; Standardizes 10-day decision timeline as all other hearing body decisions (vs. 21-day existing)
15.230.100 Judicial review and growth management review—non-administrative appeals	Clarifies potential for GMHB appeal where applicable
15.250.010 Temporary use permits—Type II review process	Applicant submission: exempts temporary model dwelling and residential sales offices from temporary use permit requirements; Staff amended to establish sideboards, with applicant-suggested revision to terminology here forwarded by the Planning Commission
15.250.030 Design review—Type I or II review process	Revises with new distinction between Major and Minor Design Review permit types consistent with ECC 15.130.040 and Tables 15.210.050(A),(B) as amended
15.260.050 Boundary line adjustment—Review procedures and criteria	Standardizes 65-day timeline consistent with all other Type I permits (vs. 30-day as existing) Extends timeline for recording approved BLAs to 180 days (vs. 10 working days as existing); Allows 10 working days to return copy of recorded survey (vs. 10 calendar days as existing); requires electronic submittal
15.260.060 Preliminary subdivision (long plat)—Review procedures and criteria	Modernizes electronic and paper submittals; Clarifies written findings required for decision
15.260.080 Phasing of subdivision	New maximum 2-year window for submittal of phasing plans; Clarifies project permit types consistent with ECC Tables 15.210.050(B),(D) as amended; Establishes ability to impose additional conditions, clarifies phasing cannot waive preliminary approval requirements/conditions
15.260.100 Final subdivision application review procedures and criteria	Modernizes electronic and paper submittals

15.260.120 Short subdivision—Review procedures and criteria	Clarifies written findings required for decision; Incorporates WSDOT notice requirement of RCW 58.17.155; Clarifies timeline consistent with ECC Table 15.210.040(B), Note 2 as amended and in conformance with RCW 36.70B.020(4)(a) & 58.17.140(1); Reincorporates provisions and formatting of Ord. 4953 lost in codification of Ord. 4955
15.260.160 Short subdivision requirements for further division	Re-formats to clarify eligibility and standard of review, in conformance with RCW 58.17.060(1)
15.260.180 Binding site plan review and criteria	Applicant submission: revises standards to permit creation binding site plan parcels retroactively from existing PUD developments; Staff amended proposal to establish local sideboards, and incorporate eligibility requirements of RCW 58.17.035 and 58.17.040 (in zones that permit multifamily)
15.280.090 Ellensburg landmarks register	Revises to standardize 15 working day hearing scheduling timeline from date of completeness; Standardizes to Type II 100-day decision timeline consistent with ECC Table 15.210.040(B), and 10 working day from hearing decision timeline as for all other hearings; Standardizes Notice methods and parties with code reference
15.280.100 Review to changes to landmarks register properties	Revises to standardize 15 working day hearing scheduling timeline from date of completeness; Standardizes to Type II 100-day decision timeline consistent with ECC Table 15.210.040(B), and 10 working day from hearing decision timeline as for all other hearings; References appeals
15.280.110 Application for demolition permit; demolition review standards	Revises to standardize 15 working day hearing scheduling timeline from date of completeness; Standardizes to Type II 100-day decision timeline consistent with ECC Table 15.210.040(B), and 10 working day from hearing decision timeline as for all other hearings; Standardizes Notice methods and parties with code reference
15.280.130 Special valuation for historic properties	Adds reference to eligible administrative appeals code sections
15.285 MURALS	Relocates entire Chapter previously codified in 15.720; Previous 15.720.030(D)(5) was struck, to permit murals on faces of buildings immediately adjacent to a street
Table 15.310.040-1 Residential Uses	New “-1” for specific Table identification; “Co-living housing” incorporates use required by RCW 36.70A.535 at same zoned use permissions of “Multifamily” (no more restrictive);
Table 15.310.040-2 Nonresidential Uses	New “-2” for specific Table identification; New zoned permissions for “Private parking lot” and “Freight truck parking lot” as amended by Planning Commission (accounts for recent proposals);

	Revised permissions for “Heavy services” (prohibited downtown), “Radio station” (prohibited R-L), “Offices 2,000-20,000 sf” (prohibited R-S & R-L), “Miniwarehouse facilities” [storage units] (prohibited R-M & I-H; now Conditional and only in I-L), “Hazardous waste treatment (on-site)” (prohibited downtown), and “Tow vehicle storage area” (revised from Permitted to Conditional I-L); Table Note 5 revised and applied to certain uses in some residential zones, and Note 11 added and applied to certain uses in some residential zones (requires uses to be on a corner lot)
Table 15.310.040-3 Special Uses	New “-3” for specific Table identification; New zoned permissions for “University” and “Public parking lot”; Revised permissions for “Golf course” (prohibited in R-S, Permitted only P-R), “Golf driving range” (prohibited R-S, newly Conditional RC-MU) and “Recreational vehicle parks” (revised from Permitted to Conditional C-H, newly Accessory in P-R); Table Note 13 added, applied to “Recreation small-scale indoor commercial” in R-S, R-L & R-M
Table 15.320.030 Building Setback and Intensity Standards Table—Residential Zones	Revises side yard setback measurement and Table Note 11 re. calculation in R-S, R-L & R-H, and reduces R-M side setback to 5-ft regardless of lot size, for flexibility; Adds Table Note 12 re. Co-living House density required by RCW 36.70A.535, applied to R-S & R-L (only zones with maximum density); Clarifies applicability of Table Note 9 to townhouse interior side setback
Table 15.320.045 Building Setback and Intensity Standards Table—Mixed-Use Zones	Revises side yard setback measurement and Table Note 9 re. calculation in R-O, for flexibility
15.320.060 Height exception	References existing exceptions in ECC 3.12.240(C), 15.340.060, 15.340.070 and 15.395
15.320.070 Setback measurements	Relocates previous ECC 15.320.100(A),(B), re-formatted without amendment
15.320.080 Permitted projections into yards	Technical revisions: Newly requires minimum 5-foot separation from side or rear property lines; Standardizes permitted eave to 2.5-feet (vs. 3-ft front/rear and 2-ft side as existing); Clarifies structure types permitted in yards; Re-formats subsection G alignment
15.320.100 Administrative variances for setbacks and heights	Re-formatted following relocation of subsection A and B to 15.320.070(F), without amendment
15.340.020 Home occupations	Strikes annual written notification requirement
15.390.040 Master site plans for regional retail commercial projects—Special review process	Clarifies SEPA only required if applicable; Standardizes timeline consistent with all other Type IV permits consistent with ECC Table 15.210.050(D) as amended, in conformance with RCW 36.70B.110(4)
15.420.050 Lot design	Permits eaves up to 2.5-feet consistent with ECC 15.320.080(B) as amended;

	Clarifies easement required for encroaching eaves of permitted zero lot line dwellings
15.500.010 Applicability and compliance	Clarifies Co-living housing follows multifamily design standards (no more restrictive) required by RCW 36.70A.535
15.520.030 Open space for nonresidential and multifamily uses	Allows required open space to be occupied by Co-living housing shared amenity spaces
15.520.040 Internal pedestrian access and design	Reincorporates Figure 15.520.040(D) struck in previous amendments (clarifies standard)
15.520.070 Parking lot design	Re-formats alignment to clarify applicability of existing standards
15.540.040 Accessory dwelling unit design standards (ADU)	Revises for consistent definition (“principal unit”); Clarifies project eligibility; Creates standard of review for ADU structural projections
15.540.040 Computation of required off-street parking spaces	Table amendments: Strike references that limit tandem parking to certain uses in conformance with RCW 36.70A.622(1)(c) and consistent with Note J (permitted for all dwellings); Clarifies space requirement for 2 nd ADU only Consolidates dwelling line items for clarity; Incorporates Co-living housing parking maximum required by RCW 36.70A.535; Clarifies C-C zone residential parking requirements; Re-formats to clarify applicability of existing standards
15.570.050 Landscape site design standards	Re-formats to clarify applicability of existing standards
Title 15, Division VII	Strikes entirety of vestigial Division upon relocation of Chapter 15.720 to 15.285



Meeting Date: November 3, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Public Hearing (Legislative) - 2026 Proposed Revenue Sources Including Property Tax Levy Ordinance 4974 (First Reading) (Public Comment Opportunity)

Submitted by: Jerica Pascoe, Finance Director

Department: Finance

Suggested Motion/Action:

Conduct public hearing to consider 2026 revenue sources, including property tax. Approve first reading of proposed Ordinance 4974 establishing the Ad Valorem Property Tax Levy for 2026.

Background/Summary:

A public hearing is required for the purpose of City Council consideration of, and receiving public comment on, the proposed 2026 revenue sources supporting the activities of the City's General Fund.

As set forth by RCW 84.55-120 and RCW 35A.33.135, the City Council shall receive information on the estimated General Fund revenues from all sources for the current years as well as estimates for the following budget period. Council must also hold a public hearing on revenue sources for the taxing district's following years' current expense budget. For purposes of RCW 84.55.120, "current expense budget" means that budget which is primarily funded by taxes and charges and reflects the provision of ongoing services. It does not include capital, enterprise, or special assessment budgets. The hearing must include consideration of possible increases in property tax revenues and must be held prior to the consideration of adopting an Ad Valorem Tax Ordinance for 2026.

The proposed ordinance reflects the 2026 levy for property taxes to be collected in 2026 for municipal purposes. The ordinance establishes the 2026 regular property tax levy and certifies the levy to the Kittitas County Commissioners.

RCW 84.55.005 limits the increase in property taxes to the lower of one percent over the prior year levy rate or the Implicit Price Deflator (IPD). The IPD inflation rate for setting 2026 property taxes due in 2026 is 2.44%; therefore, the City is limited to a 1% increase.

Tax revenue funds approximately 64% of the General Fund budget, of which property tax alone accounts for 25%. Generally, expenses increase at a rate of 3% per year. Because Council has very limited control over revenue/funding sources that support general government activities, without increases in General Fund revenues such as property tax, the City cannot fund the necessary overhead increases without further reducing fund balance

and/or decreasing services. In order for delivery of service to remain consistent from year to year, funding of these services must also remain consistent and thus rise as expenses rise.

Previous Council Action:

The Council regularly receives quarterly reports which include General Fund revenue estimates for the current year.

Analysis:

Estimated 2026 revenues have been prepared to determine the availability of revenue to support the City's financial needs of the general government in 2026. The City's 2025-2026 biennial budget considers the estimated available revenues and anticipated financial requirements, and recommends an amount to be raised by ad valorem taxes in 2026. General Fund revenue estimates are presented in the attachment titled "General Fund 2026 Revenue Sources."

Upon conclusion of this public hearing on revenue sources, staff will present first reading of the 2026 Ad Valorem Property Ordinance 4974. Property tax collections for the City of Ellensburg are estimated to be \$3,814,745.18, equaling the highest lawful levy limit for this tax year. This is an increase of \$89,932.95 over the 2025 levy. This increase reflects a one percent (1.00%) increase of \$37,248.12 over the 2025 levy of \$3,724,812.23, and an increase of \$52,684.83 is attributed to new construction, improvements, wind turbines, solar biomass, and geothermal facilities, an increase in the value of state-assessed property, and from annexations. These numbers may change slightly as updated numbers come in from the county.

Financial Impact:

Adoption of Ordinance 4974 at 1.00% will increase the property tax revenue by \$37,248.12. The proposed 2026 budget includes a 1.00% increase.

Budget Adjustment: No

Attachments:

1. General Fund 2026 Revenue Sources
2. Ordinance 4974 - 2026 Property Tax Levy

CITY OF ELLENSBURG

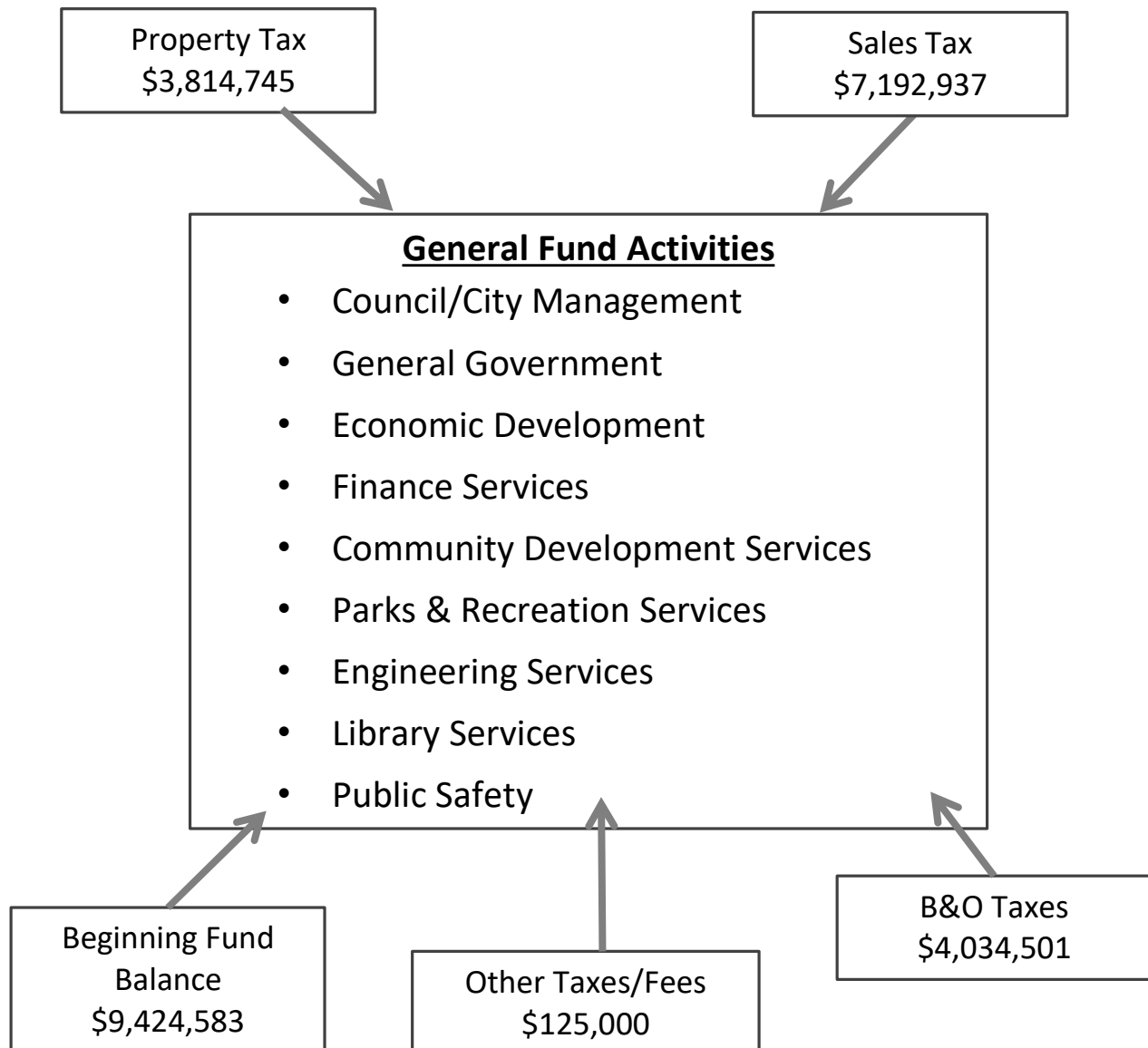


General Fund 2026 Revenue Sources

Prepared by: Finance Department
As of 10/22/25

CITY OF ELLENSBURG

2026 GENERAL FUND PROJECTED REVENUES



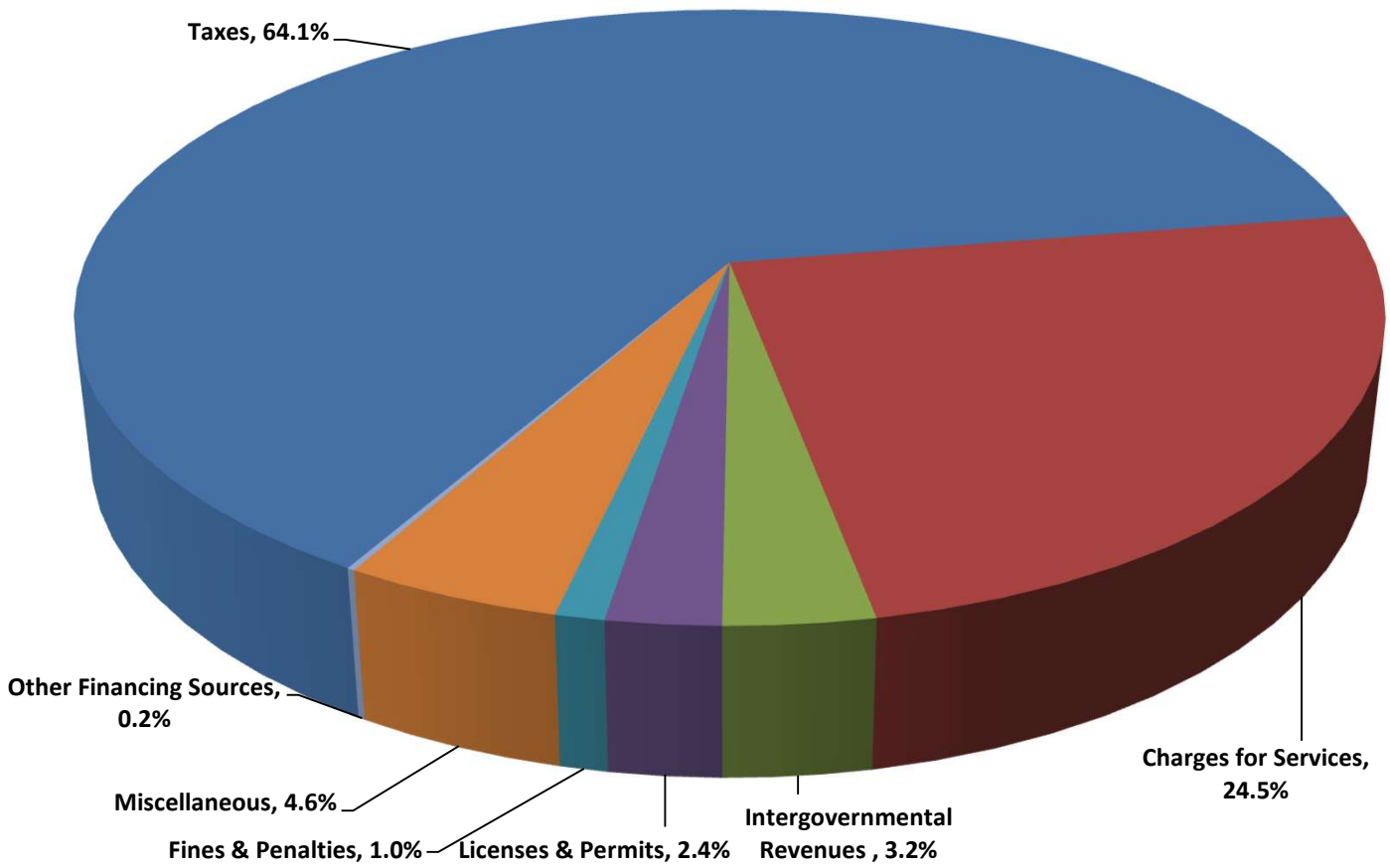
"General Fund" includes the following city funds: City General, Sales Tax Reserve, Art Acquisition, Hal Holmes Trust, Library Trust and Fire Relief and Pension.

Interfund transfers between "General Fund" funds have been removed.

City of Ellensburg

2026 PROJECTED Revenues - General Fund

General Fund Revenue Sources

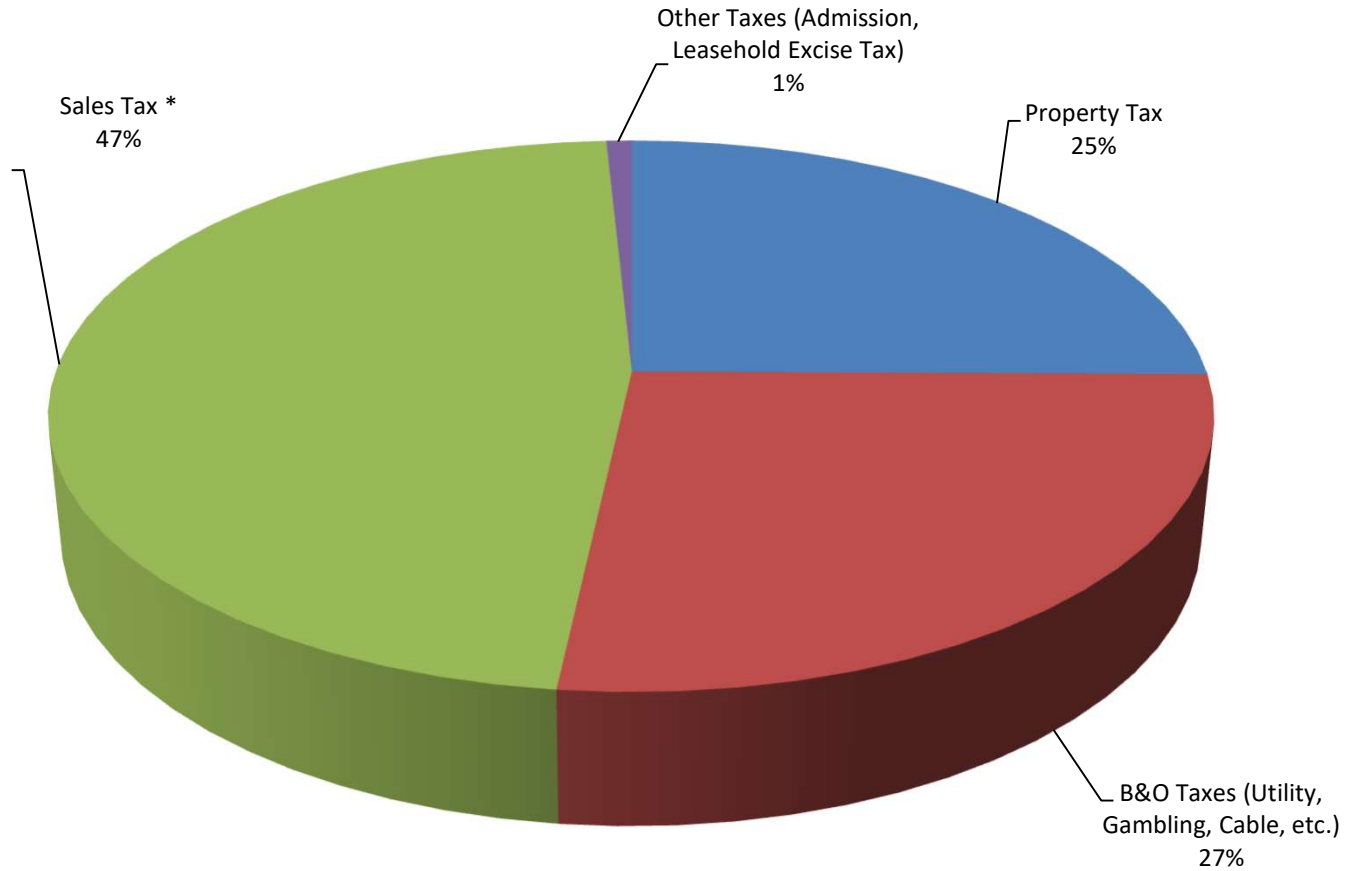


Taxes	64.1%	\$15,167,183
Charges for Services	24.5%	5,807,299
Intergovernmental Revenues	3.2%	747,274
Licenses & Permits	2.4%	568,828
Fines & Penalties	1.0%	245,000
Miscellaneous	4.6%	1,084,610
Other Financing Sources	0.2%	38,019
Total Revenue		23,658,213
Estimated Beginning Fund Balance		9,424,583
Total General Funding Sources		\$33,082,796

Graph percentages are rounded and may have a 1% rounding error

City of Ellensburg

2025/2026 Revenues - General Fund Taxes



	2025 Estimates	2026 Estimates	2026 Budget
Property Tax	\$3,676,390	\$3,814,745	\$3,720,352
B&O Taxes (Utility, Gambling, Cable, etc.)	4,589,914	\$4,034,501	3,761,971
Sales Tax *	9,454,355	\$7,192,937	7,192,937
Other Taxes (Admission, Leasehold Excise Tax)	127,592	\$125,000	125,000
Total	\$17,848,251	\$15,167,183	\$14,800,260

* includes dept 011 local criminal justice but does not include fund 130 3/10 cents tax, 172 1/10 affordable housing, or fund 127 2/10 transit tax

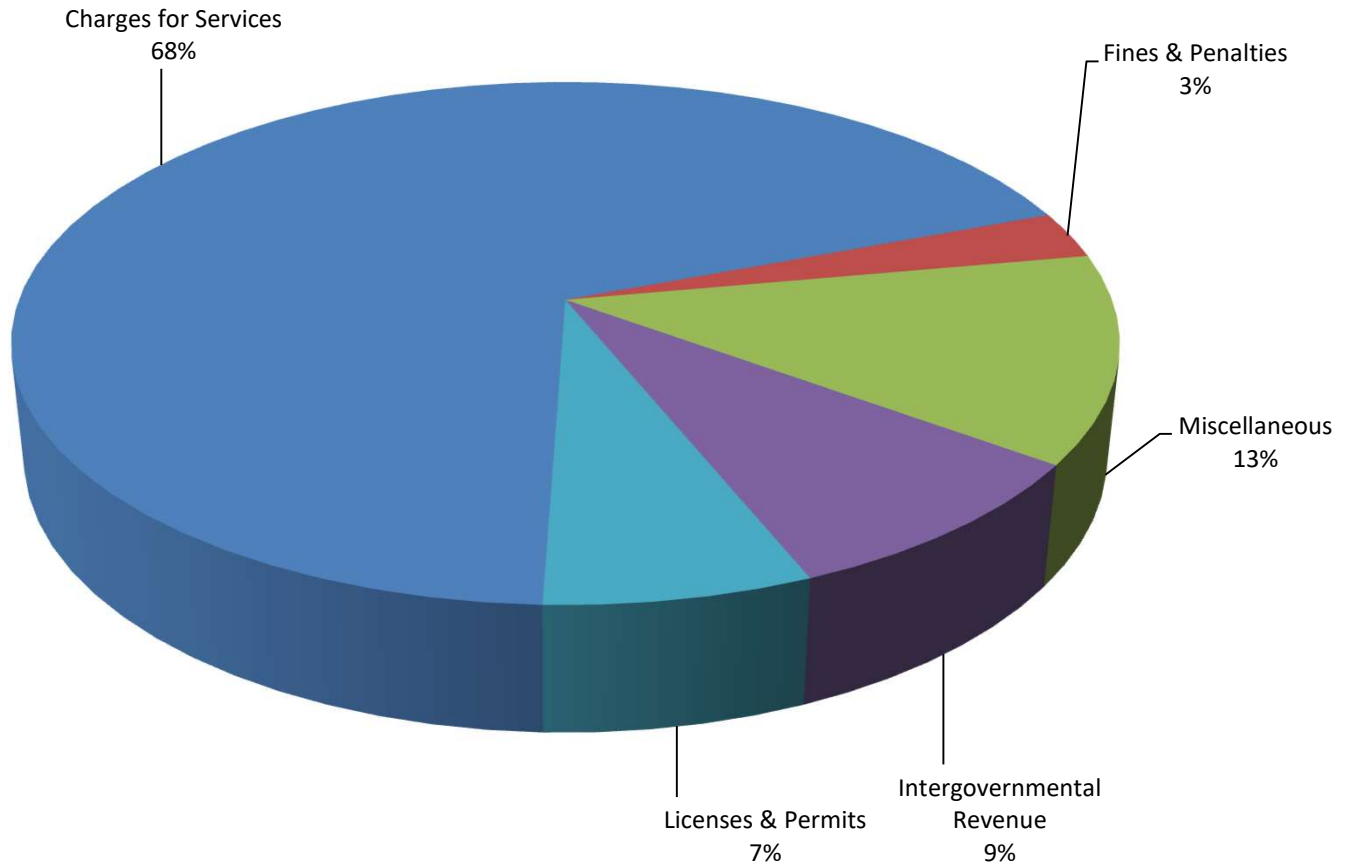
2025 Estimates based on 3rd Qtr 2025 projections

Graph percentages are rounded and may have a 1/10% rounding error

City of Ellensburg

2025/2026 Revenues - General Fund

Other Revenues



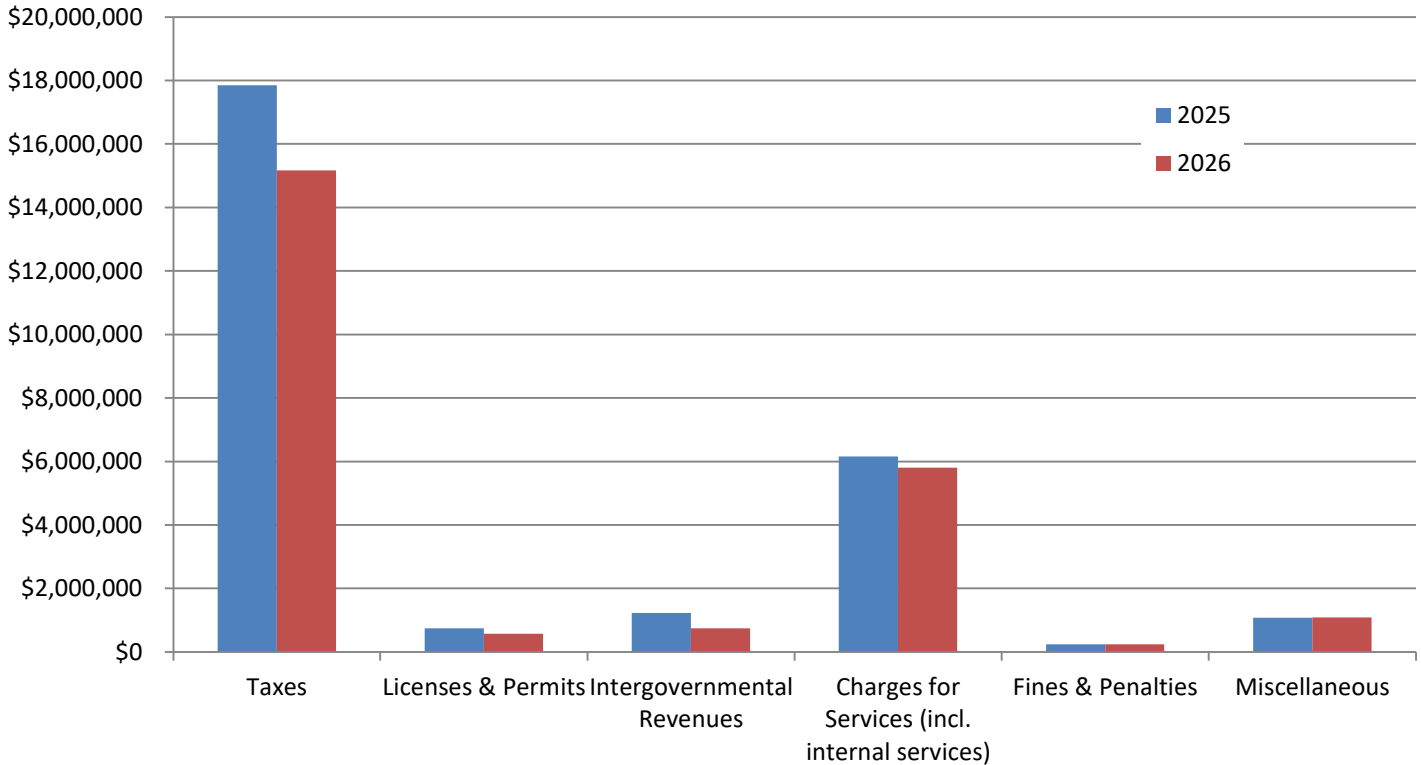
	2025 Estimates	2026 Estimates	2026 Budget
Charges for Services	\$6,159,655	\$5,807,299	5,807,299
Fines & Penalties	238,115	245,000	245,000
Miscellaneous	1,073,099	1,084,610	465,810
Intergovernmental Revenue	1,229,197	747,274	747,274
Licenses & Permits	746,312	568,828	568,828
Other Financing Sources		38,019	38,019
Total Other General Fund Revenue	\$9,446,378	\$8,491,030	\$7,872,230

Graph percentages are rounded and may have a 1/10% rounding error

City of Ellensburg

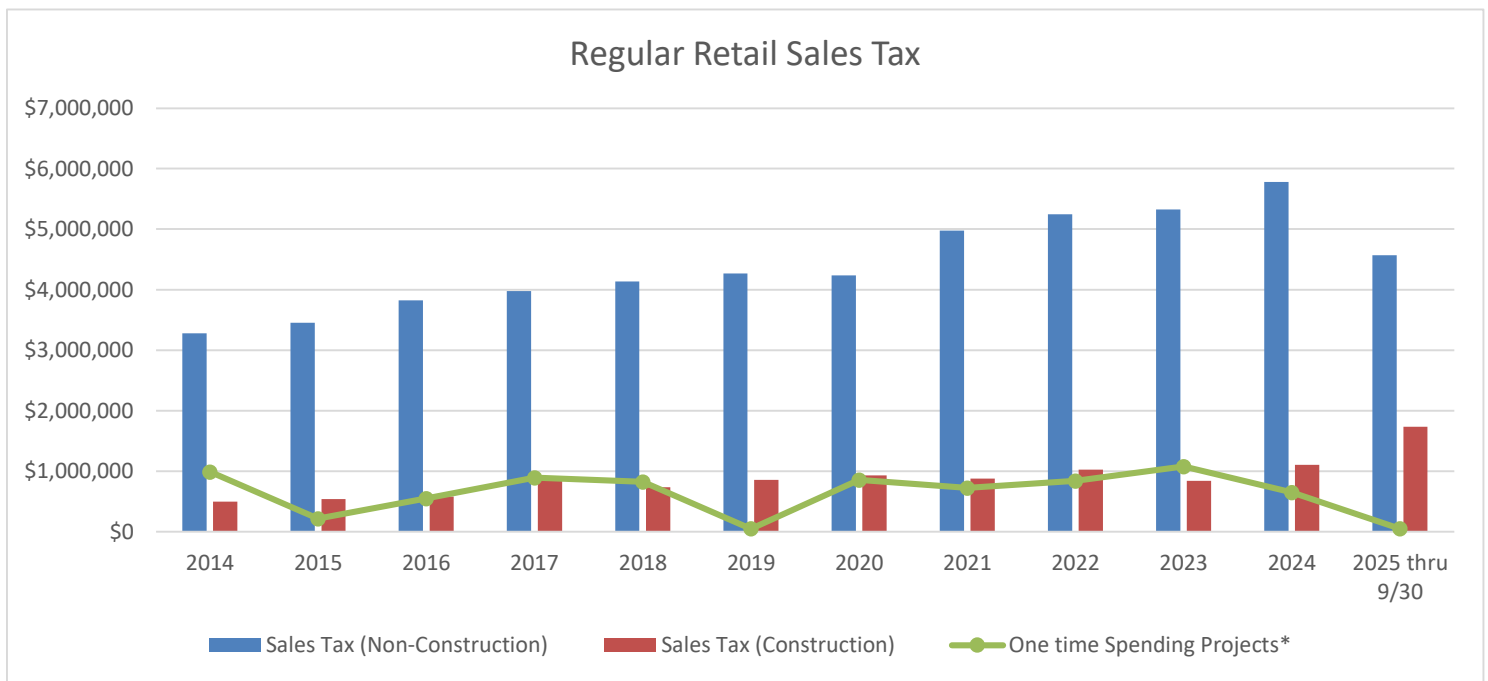
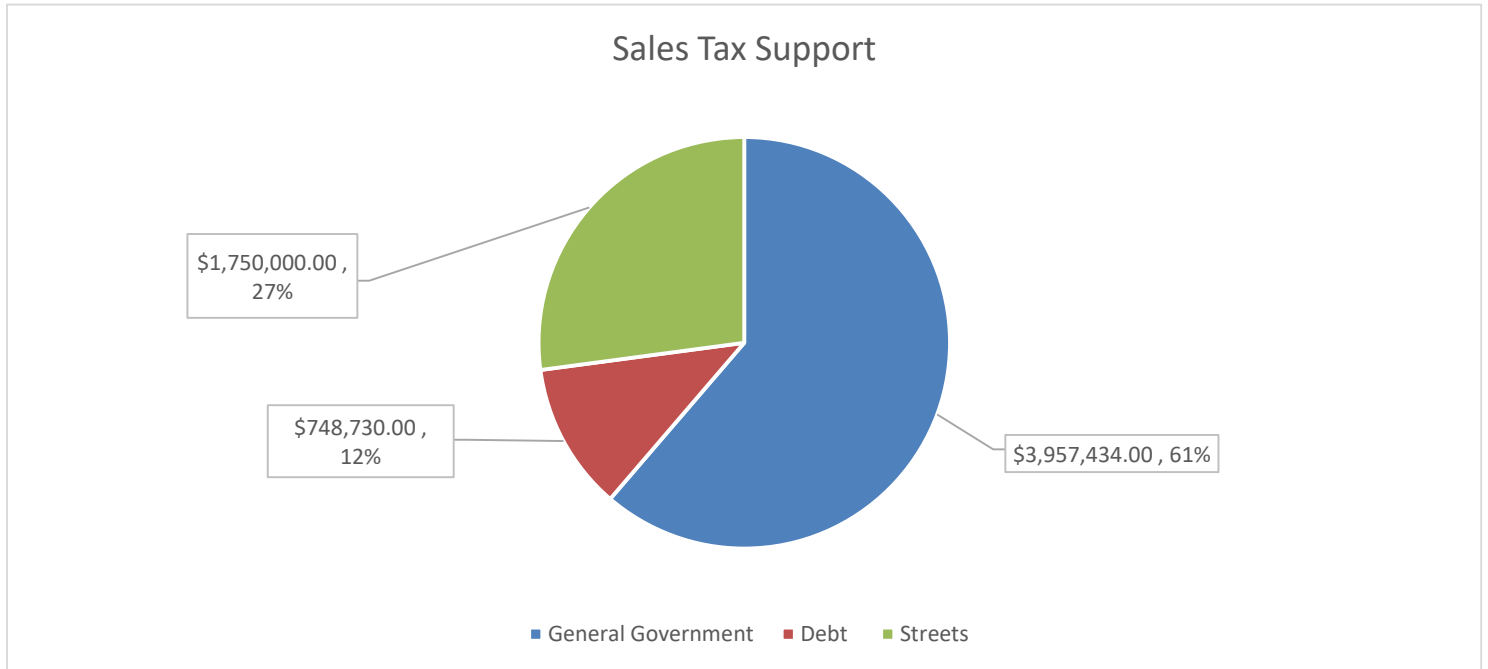
2025/2026 Projected Revenues - General Fund

By Major Source

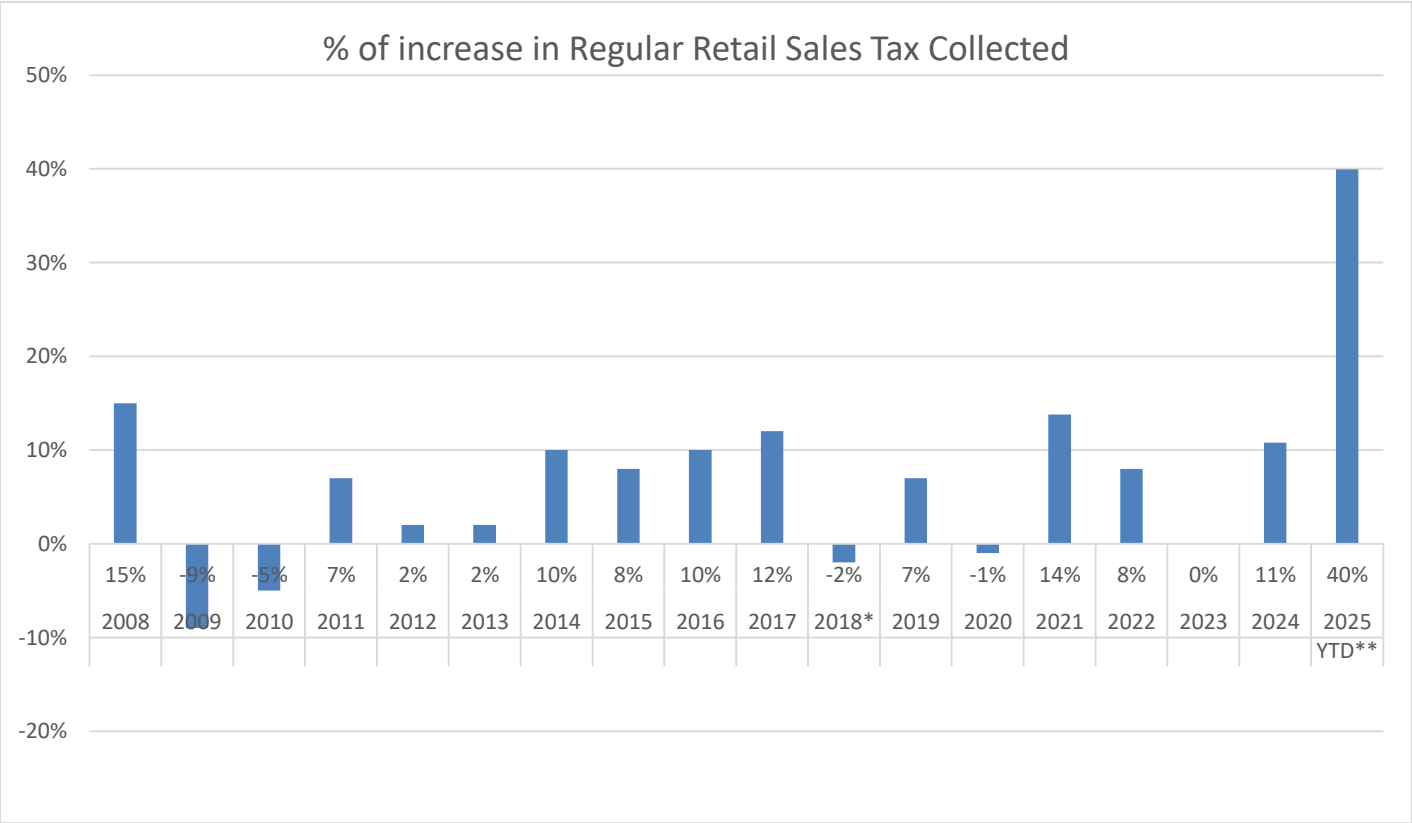


	2025 Estimates	2026 Estimates	% Change
Taxes	\$17,848,251	\$15,167,183	-15.0%
Licenses & Permits	746,312	568,828	-23.8%
Intergovernmental Revenues	1,229,197	747,274	-39.2%
Charges for Services (incl. internal services)	6,159,655	5,807,299	-5.7%
Fines & Penalties	238,115	245,000	2.9%
Miscellaneous	1,073,099	1,084,610	1.1%
Total Revenue	27,294,629	23,620,194	-13.5%
Budgeted Beginning Fund Balance	8,958,111	9,424,583	5.2%
Total General Fund Revenues & Funding Sources	\$36,252,740	\$33,044,777	-8.8%

2026 Sales Tax Support

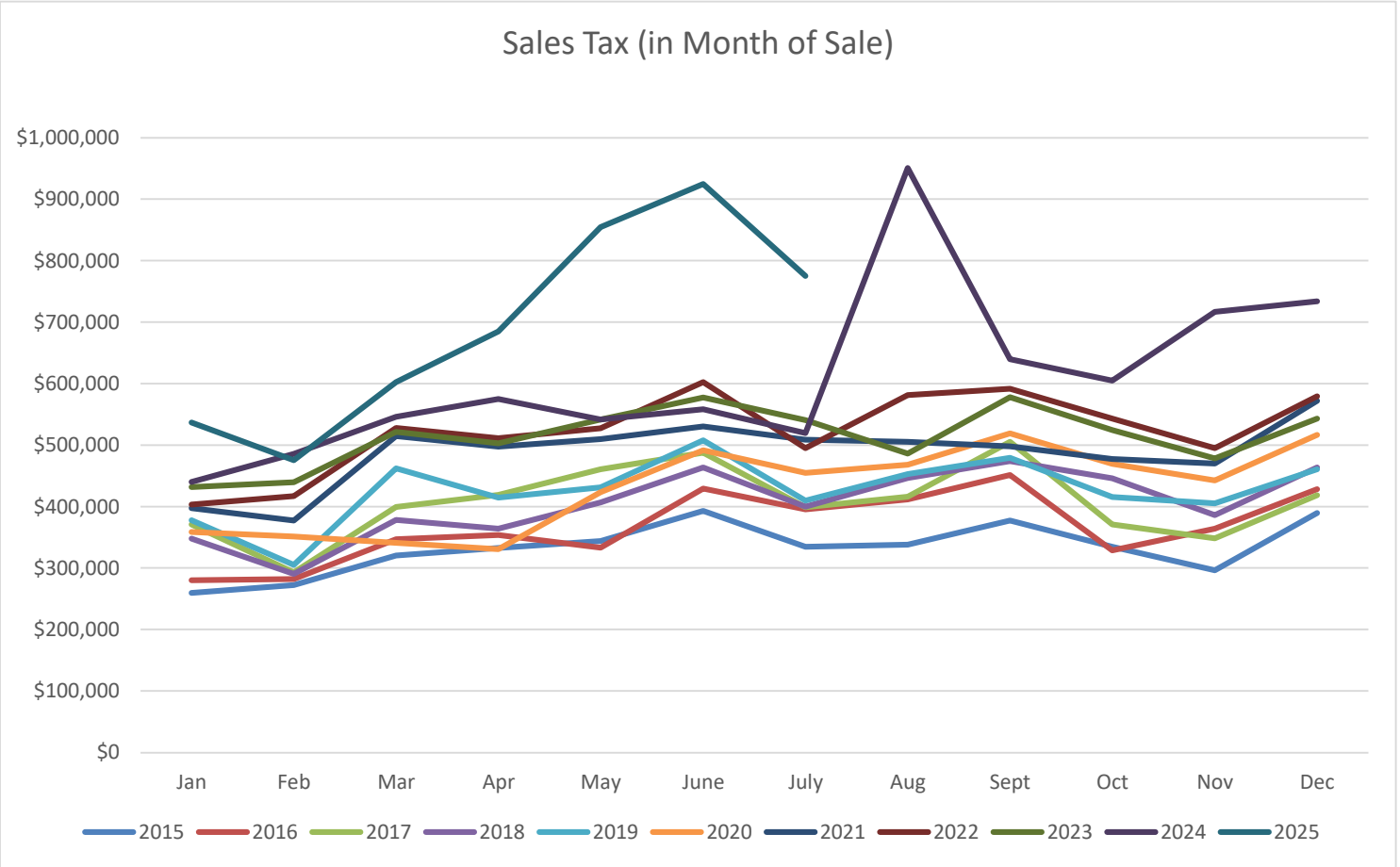


* One Time Spending Projects includes Arterial Street Support



* 2018 decrease is from going to cash basis reporting in 2018

** 2025 as of 08/31 - June Sales



ORDINANCE NO. 4974

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, LEVYING PROPERTY TAXES FOR THE CITY OF ELLENSBURG FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2026, ON ALL PROPERTY IN SAID CITY WHICH IS SUBJECT TO TAXATION FOR THE PURPOSE OF PAYING SUFFICIENT REVENUE TO CARRY ON GENERAL OPERATIONS, RECOGNIZE VOTER APPROVED LEVIES AND PAY DEBT SERVICE OBLIGATIONS OF SAID CITY AS REQUIRED BY LAW.

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

WHEREAS, the City Council of the City of Ellensburg has met and considered its budget for 2025-2026 biennial budget pursuant to RCW 84.55.120; and

WHEREAS, pursuant to RCW 84.55.120, the City Council of the City of Ellensburg held a duly advertised public hearing on November 3, 2025, to consider possible increases in property tax revenue for the calendar year 2026; and

WHEREAS, the City's actual levy amount from previous year was \$3,724,812.23; and

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

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

Section 1. General Tax Levy for 2026. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2026 tax year. The dollar amount of the increase over the actual levy amount from previous year shall be \$37,248.12, which is a percentage increase of 1% from previous year as authorized by RCW 84.55.005. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of the state assessed property, any annexations that have occurred and refunds made.

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

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

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

Section 5. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 6. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of the ordinance or a summary thereof consisting of the title.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 17th day of November 2025.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4974 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No 4974. was published as required by law.

BETH LEADER



Meeting Date: November 3, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Interlocal Agreement(ILA) and Memorandum of Understanding (MOU) for the Formation of the Kittitas County Economic Development Partnership (Public Comment Opportunity)

Submitted by: Kelle Vandenberg, Arts & Economic Development Manager

Department: City Manager

Suggested Motion/Action:

Move to authorize Mayor Elliot to sign on behalf of the City of Ellensburg, the ILA to formalize the Kittitas County Economic Development Partnership between Kittitas County, the City of Roslyn, the City of Cle Elum, the township of South Cle Elum, the City of Kittitas, and to sign the MOU with the municipalities previously mentioned and the Kittitas County Chamber of Commerce, the Roslyn Downtown Association, the Cle Elum Downtown Association, and the Ellensburg Downtown Association.

Background/Summary:

In February 2023, the Kittitas County Economic Development Strategic Plan was finalized and moved into implementation. Using a collaborative approach, Kittitas County municipalities and economic development organizations formed an economic development task force. With guidance from consultants at the University of Northern Iowa's Institute for Decision Making (IDM), the task force developed the implementation framework, now known as the Kittitas County Economic Development Partnership.

Previous Council Action:

At the September 15, 2025, Ellensburg City Council meeting, staff presented a report and introduced the formal pledge of the Kittitas County Economic Development Partnership (KCEDP) and several members of the partnership spoke on behalf of the collaborative model presented in the packet. No action was requested of Council at the time.

Analysis:

The KCEDP is entering the implementation phase of the Kittitas County Economic Development Strategic Plan. Formalizing the partnership through an Interlocal Agreement and a Memorandum of Understanding (MOU) will ultimately expand capacity to coordinate, track, and oversee implementation and to share collaborative progress countywide.

Financial Impact:

There is no financial impact for the City of Ellensburg with the partnership structure through the ILA and MOU respectively.

Budget Adjustment: No

Attachments:

1. Kittitas County Economic Development Partnership MOU_Signed October 2025
2. Kittitas County Economic Development Partnership ILA_Final Draft_Signed October 2025

Exhibit A

MEMORANDUM OF UNDERSTANDING FOR THE FORMATION OF THE KITITAS COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP

THIS MEMORANDUM OF UNDERSTANDING (referred to as "MOU" and/or "Agreement") is entered into by and among Kittitas County, the municipalities of Ellensburg, Kittitas, Cle Elum, South Cle Elum, and Roslyn, the Kittitas County Chamber of Commerce, Ellensburg Downtown Association, Cle Elum Downtown Association, Roslyn Downtown Association, and Central Washington University (collectively, the "Parties"), all located within Kittitas County, Washington.

WHEREAS, the Parties recognize the need for coordinated economic development to foster a vibrant, resilient, and diversified economy in Kittitas County; and

WHEREAS, the Parties pledged in 2023 to collaborate under a cooperative framework to implement the Kittitas County Economic Development Strategic Plan ("the Plan") through the signing of the Letter of Mutual Partnership; and

WHEREAS, the Parties now desire to formalize their continued commitment to the partnership by forming a collaborative entity to implement the Plan; and

WHEREAS, the Parties agree that a collaborative partnership will provide a better avenue to expand resources maximizing investment of Kittitas County's Rural Counties Public Facilities Sales Tax Credit funding (0.9%) under RCW 82.14.370 to ensure successful implementation of the Plan under the authority of the Conference of Governments (COG); and

WHEREAS, the Parties agree that the Conference of Governments, organized as a regional planning agency with the purpose of developing and promoting communication, understanding, and cooperation among the member jurisdictions under RCW 36.70.060 and RCW 36.64.080 through RCW 36.64.110, is the appropriate oversight agency for strategic economic development collaboration.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITION: We define economic development in Kittitas County as the active work and intentional choices we make to foster diverse local businesses, recruit compatible industries, and create pathways to sustainable, living-wage jobs, driven by strategic decisions on community and infrastructure investment. It demands conscious effort to ensure this growth strengthens our quality of life by expanding opportunities and improving housing affordability, while deliberately safeguarding the agricultural roots, rural and historic character, and natural beauty unique to Kittitas County.

2. PURPOSE: The purpose of this Agreement is to establish the Kittitas County Economic Development Partnership (KCEDP) as a collaborative action entity to facilitate,

coordinate, and conduct economic development activities within Kittitas County while implementing the recommendations of the Plan, within the scope of each Party, under the authority of COG.

This Agreement also establishes and sets forth the KCEDP vision, mission, and values (see Exhibit B).

3. ACTION: As members of COG, municipal government Parties to this Agreement will work collaboratively with Kittitas County to formalize the organizational structure, accountability, autonomy, and any appropriate delegated authority to the agency to formally establish the final KCEDP reporting structure. This may include additional roles, responsibilities, and funding mechanisms that with further ensure successful implementation of the Plan.

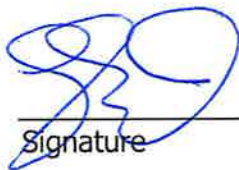
4. MISCELLANEOUS

4.1 Amendments: This Agreement may be amended by written consent of all Parties, subject to approval by their respective governing bodies.

This agreement is entered into as of 27th day of October, 2025.

Kittitas County

Laura Osiadacz
Printed Name


Signature

10/27/25
Date

City of Ellensburg

Printed Name

Signature

Date

City of Cle Elum

Printed Name

Signature

Date

City of Roslyn

_____ Printed Name	_____ Signature	_____ Date
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City of South Cle Elum

_____ Printed Name	_____ Signature	_____ Date
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City of Kittitas

_____ Printed Name	_____ Signature	_____ Date
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Chamber of Commerce

_____ Printed Name	_____ Signature	_____ Date
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Ellensburg Downtown Association

_____ Printed Name	_____ Signature	_____ Date
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Cle Elum Downtown Association

_____	_____	_____
Printed Name	Signature	Date

Roslyn Downtown Association

_____	_____	_____
Printed Name	Signature	Date

Central Washington Unviersity

_____	_____	_____
Printed Name	Signature	Date

Exhibit B

KITTITAS COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP (KCEDP) CHARTER

1. Vision: Kittitas County will become a model hub for transformative economic development.

2. Mission: The KCEDP is committed to fostering a vibrant, resilient, and diversified economy by uniting public and private partners across the county. We work together to implement a strategic plan that honors our unique character, strengthens local communities, and creates a sustainable economy for all residents of Kittitas County.

3. Values: The KCEDP is guided by the following goals identified under the Plan:

- A. **Collaboration:** Unite upper and lower County government and organizations in shared goals and actions that benefit the County as a whole.
- B. **Economic Resilience:** Provide residents with tools and resources to access jobs and opportunities in the area, including entrepreneurship.
- C. **Balanced Growth:** Direct and manage the County's growth to build a dynamic community that remains an attractive and affordable place to live.
- D. **Community Investment:** Develop the County's infrastructure to meet its current and future needs and position it to amplify the advantage of its central location.
- E. **Preservation:** Preserve the legacy of the County, valuing its assets and resources to turn them into opportunities for future generations.

4. ROLES AND RESPONSIBILITIES: The roles and responsibilities of this agreement are as follows. (See Exhibit C for current and future framework.)

4.1 Administrative Roles and Responsibilities: The Conference of Governments (COG) shall serve as the governing and administrative body for the KCEDP, with the following responsibilities:

- A. **Establishment:** Facilitate the formation of the KCEDP consistent with this agreement, and as needed through subsequent actions.
- B. **Oversight and Accountability:** Provide strategic guidance, ensure accountability, and monitor the performance of the KCEDP in achieving the collective mission and vision.

- C. **Resourcing:** Recommend allocation of funding and other resources necessary to support KCEDP activities.
- D. **Coordinate, Support, and Lead:** KCEDP activities, which may include assigning designated staff to:
 - i. Coordinate KCEDP initiatives and meetings.
 - ii. Manage contracts with external entities (e.g., consultants, economic development agencies) as directed by COG to support KCEDP objectives.
 - iii. Conduct direct economic development and business recruitment activities.
 - iv. Facilitate reports from the KCEDP on activities, deliverables and outcomes, to be shared with COG.
 - v. Lead and/or facilitate communication to internal and external partners, stakeholders, and community members as needed.

4.2 Partner Roles & Responsibilities: The KCEDP shall operate under the oversight of the Kittitas County Conference of Governments (COG) and shall be comprised of two separate but collaborative and interactive types of groups: the Economic Development Action Committee (Action Committee) and the Economic Development Advisory Group(s) (Advisory Group(s)).

- The Action Committee will represent each of the aforementioned partners and actively participate in the implementation of the Kittitas County Economic Development Strategic Plan ("the Plan").
- The Advisory Group will serve an ad hoc role to provide subject matter expertise to the Action Committee, special projects, and/or KCEDP.

Both the Action Committee and Advisory Group(s) bring resources, values, and expertise to the partnership through:

- A. Collaborative Action: Leverage the expertise of its members and their represented members/constituents to develop and execute initiatives that achieve the mission, vision, and values of the Partnership.
- B. Strategic Implementation: Work collectively to implement the Plan, including business retention, expansion, and recruitment; infrastructure improvement, public facilities, and community development projects.
- C. Advisory Role: Provide recommendations to the COG on economic development priorities, funding allocations, and policy changes.

- D. Accountability: Operate under the oversight of the COG, adhering to its strategic guidance.

4.3 Membership: The Action Committee will consist of “doers” tasked with implementing the recommendations of the Plan. The Advisory Group(s) will consist of stakeholders from businesses, nonprofits, government, and educational institutions.

- A. The Action Committee shall consist of the following membership seats. Membership seats within the Action Committee may be created or removed at the discretion of the COG.
 - i. Kittitas County Chamber of Commerce: One representative.
 - ii. Ellensburg Downtown Association: One representative.
 - iii. Cle Elum Downtown Association: One representative.
 - iv. Roslyn Downtown Association: One representative.
 - v. Central Washington University: One representative.
 - vi. Municipal Representatives: One representative from each of the following municipalities:
 - a. City of Ellensburg
 - b. City of Kittitas
 - c. City of Cle Elum
 - d. Town of South Cle Elum
 - e. City of Roslyn
 - f. Kittitas County
- B. The Advisory Group(s) are ad hoc committee(s) established at the request of the Action Committee (and future Executive Director) for the purpose of leveraging stakeholder expertise in advancing the implementation of the Plan.

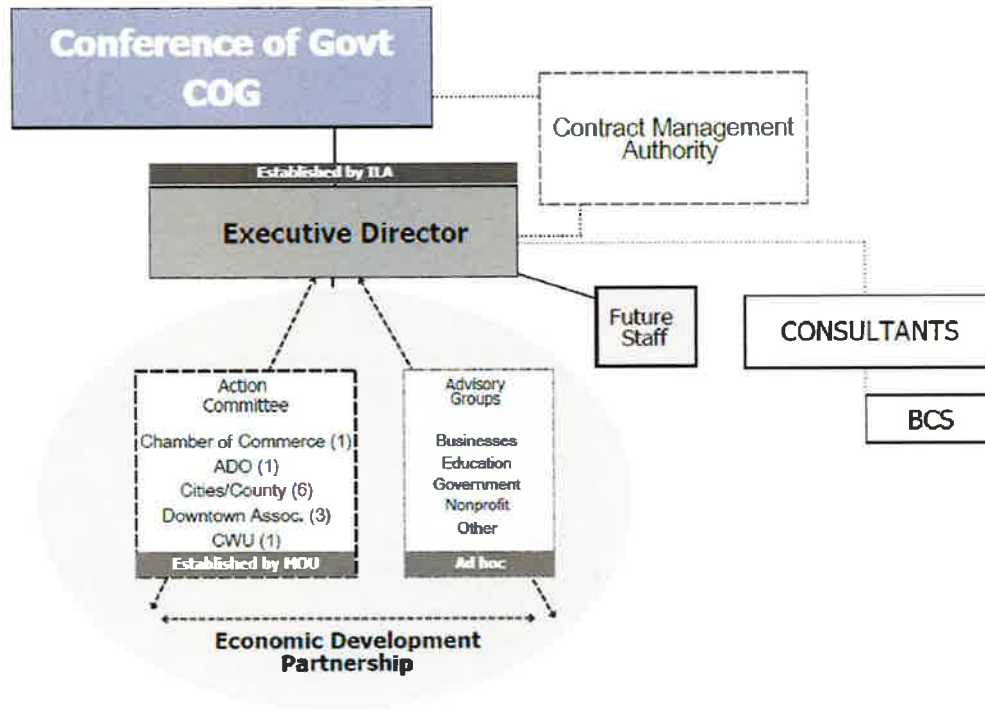
4.4 Membership Requirements and Responsibilities

- A. Qualifications: Individual Action Committee members shall be appointed by their respective municipalities or community organizations. Those appointed should possess expertise in economic development, business, community planning, and/or related fields.
- B. Meetings: The KCEDP shall meet at least quarterly, with additional meetings as needed, to review progress, plan activities, and provide recommendations to the COG.

- C. Subcommittees: The KCEDP may establish subcommittees to address specific initiatives (e.g., business recruitment, tourism, infrastructure), subject to COG approval.

Exhibit C

Kittitas County Economic Development Partnership Framework for Collaboration and Transformative Economic Development



BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION No. 2025- 193

**AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS SIGNATURE ON AN INTERLOCAL AGREEMENT
BETWEEN KITTITAS COUNTY, THE CITY OF ELLENSBURG, THE CITY OF KITTITAS, THE CITY OF CLE ELUM,
THE CITY OF ROSLYN, THE TOWN OF SOUTH CLE ELUM, AND CENTRAL WASHINGTON UNIVERSITY**

- WHEREAS,** The Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington (RCW), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter; and
- WHEREAS,** RCW 82.14.370 authorizes rural counties to remit a portion of existing sales and use tax revenues to finance public facilities and personnel serving economic development purposes; and
- WHEREAS,** the Parties desire to establish a formalized partnership as a collaborative entity to implement the Kittitas County Economic Development Strategic Plan; and
- WHEREAS,** the Parties seek to define roles, responsibilities, and funding mechanisms of such a partnership under the oversight of the Kittitas County Conference of Governments (COG); and

NOW, THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Kittitas County, Washington, in the best interest of the public, does hereby authorize Board of County Commissioner signature on the Interlocal Agreement between Kittitas County, the City of Ellensburg, the City of Kittitas, the City of Cle Elum, the City of Roslyn, the Town of South Cle Elum and Central Washington University.

DATED this 21st day of October 2025, at Ellensburg, Washington.

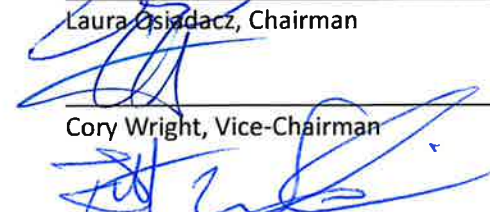


- ☒ Clerk of the Board – Julie Kjorsvik
☐ Deputy Clerk of the Board – Mandy Buchholz

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON



Laura Osiodacz, Chairman



Cory Wright, Vice-Chairman



Brett Wachsmith, Commissioner

**INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY AND KITTITAS
COUNTY CONFERENCE OF GOVERNMENTS FOR THE KITTITAS COUNTY
ECONOMIC DEVELOPMENT PARTNERSHIP**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, by and among Kittitas County, the municipalities of Ellensburg, Kittitas, Cle Elum, South Cle Elum, and Roslyn, (collectively, the "Parties"), all located within Kittitas County, Washington.

WHEREAS, the Parties recognize the need for coordinated economic development to foster a vibrant, resilient, and diversified economy in Kittitas County; and

WHEREAS, RCW 39.34 authorizes public agencies to enter into interlocal agreements to jointly exercise powers and perform functions for the benefit of their communities; and

WHEREAS, RCW 82.14.370 authorizes rural counties to remit a portion of existing sales and use tax revenues to finance public facilities and personnel serving economic development purposes; and

WHEREAS, the Parties desire to establish a formalized partnership as a collaborative entity to implement the Kittitas County Economic Development Strategic Plan; and

WHEREAS, the Parties seek to define roles, responsibilities, and funding mechanisms of such a partnership under the oversight of the Kittitas County Conference of Governments (COG); and

WHEREAS, the Parties, and other economic development have signed a Memo of Understanding establishing the structure of the Kittitas County Economic Development Partnership (KCEDP).

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE: The purpose of this Agreement is to establish the governance, accountability, funding, and administration for the KCEDP and specifically formalizes the relationship between COG and Kittitas County with respect to the activities of KCEDP. A Memo of Understanding (MOU) including an organizational chart, outlining the structure of the KCEDP and intent of public, private, and nonprofit members to work collaboratively to implement the Kittitas County Economic Development Strategic Plan is attached as Exhibits A, B, and C and incorporated herein to the Agreement.

2. ROLES AND RESPONSIBILITIES: The KCEDP shall operate as a subordinate body under the direction and oversight of the COG, adhering to its policies and strategic guidance.

2.1 Conference of Governments (COG): The Kittitas County COG shall have delegated authority by the Kittitas County Board of County Commissioners to serve as the governing and joint administrative body for the KCEDP, with the following responsibilities:

- Provide strategic guidance, ensure accountability, and monitor the performance of KCEDP in achieving the collective mission and vision.
- Make recommendations to the Kittitas County Board of County Commissioners for allocation of rural sales and use tax credit, and other resources necessary to support staffing and KCEDP activities.
- Hire, supervise, and evaluate staff position(s), including an Executive Director, to coordinate, support, and lead KCEDP activities:
 - Coordinate and facilitate the work of the KCEDP.
 - Serve as a liaison between the partnership and the COG.
 - Perform economic development activities as directed by COG.
 - Manage contracts with external entities (e.g., consultants) as specified by COG to support KCEDP objectives.
 - Additional staff or contractors may be engaged as needed, subject to funding availability and approval of the COG.
 - Conduct direct economic development and business recruitment activities in partnership with Parties.
 - Facilitate reports and communications from the KCEDP on activities, deliverables and outcomes, to be shared with COG.
- Responsible for operations and outcomes of KCEDP, including the power to:
 - Approve the KCEDP's annual work programs in support of execution of the Plan.
 - Modify or dissolve the KCEDP, subject to the terms of this Agreement.
 - Resolve disputes among KCEDP members, or between the KCEDP and the COG.

2.2 Kittitas County: Kittitas County shall be the lead agency for financial and administrative activities for the KCEDP and COG. While COG will serve as the governing authority over KCEDP, the Kittitas County Board of County Commissioners will provide budget and staffing authority, including payroll and benefits administration, for these functions and positions. Kittitas County shall provide for administrative support to COG employee(s).

3. Financing: Financing for the KCEDP shall be provided by Kittitas County, through COG, with 0.09% rural sales and use tax authorized under RCW 82.14.370. Additional financing sources may include:

- Grants from federal, state, or private entities;
- Contributions from the Parties, as mutually agreed; or
- Other revenue streams identified by the COG or KCEDP.

3.1 Budget and Financial Management:

- Kittitas County COG shall appropriate resources annually to KCEDP, subject to approval by the Kittitas County Board of County Commissioners. Appropriations shall be based on requests from the KCEDP membership and aligned with the mission, vision, values and strategic objectives of this agreement. Additional requests for funding outside of the annual appropriations process may be made by the KCEDP through COG and approved at the discretion of Kittitas County.
- The COG shall ensure that all funds are used in accordance with RCW 82.14.370 and the mission of the KCEDP. Contracts shall be used to support all COG appropriations to the KCEDP. The terms of the contracts will outline necessary reporting and reimbursement requirements for use of the funds.

4. TERM AND TERMINATION:

4.1 Term: This Agreement shall take effect upon execution by all Parties and shall remain in effect until terminated as provided below. Following termination, the Parties are mutually responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the amendment or termination.

4.2 Termination:

- By Mutual Agreement: The Parties may terminate this Agreement by unanimous written consent.
- By Individual Party: Any Party may withdraw from this Agreement with six (6) months' written notice to the other Parties.
- By COG: The COG may dissolve the KCEDP if it determines that the Partnership is no longer fulfilling its mission or is financially unsustainable, subject to consultation with the Parties.

4.3 Disposition of Assets: Upon termination or dissolution, any remaining KCEDP assets, including funds, shall be returned to the COG. If other entities have contributed funds and there is a balance remaining beyond what was contributed by the COG, then the other contributing entities shall be remitted the remaining funds in proportion to their contributions or as otherwise agreed, in compliance with RCW 82.14.370 and other applicable laws.

5. INDEMNIFICATION AND LIABILITY: Each Party shall indemnify and hold harmless the other Parties, their officers, employees, and agents from any claims, damages, or liabilities arising from the Party's actions or omissions under this Agreement, except to the extent caused by the negligence or willful misconduct of another Party.

6. DISPUTE RESOLUTION: In the event of a dispute arising under this Agreement, the Parties shall first attempt to resolve the matter through informal negotiation. If unresolved, the dispute shall be submitted to non-binding mediation, with costs shared

equally among the Parties. If mediation fails, the dispute may be resolved through legal proceedings in Kittitas County Superior Court.

7. MISCELLANEOUS:

7.1 Amendments: This Agreement may be amended by written consent of all Parties, subject to approval by their respective governing bodies.

7.2 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7.3 Governing Law: This Agreement shall be governed by the laws of the State of Washington.

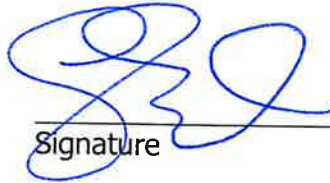
7.4 Entire Agreement: This Agreement constitutes the entire understanding among the Parties.

This agreement is entered into as of (effective date)

Kittitas County

Laura Osiadacz

Printed Name



Signature

10/21/25

Date

City of Ellensburg

Printed Name

Signature

Date

City of Cle Elum

Printed Name

Signature

Date

City of Kittitas

Printed Name

Signature

Date

Town of South Cle Elum

Printed Name

Signature

Date

City of Roslyn

Printed Name

Signature

Date

Exhibits A, B, and C: Kittitas County Economic Development Partnership Memo of Understanding



Meeting Date: November 3, 2025

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: Consider 1st and Pine Revised Proposal (Public Comment Opportunity)
Submitted by: Lily Frey, Housing Program Manager
Department: Community Development

Suggested Motion/Action:

Move to direct staff to prepare revised affordable housing agreement for amended proposal.

Background/Summary:

The City issued a request for proposals (RFP) from February to March 2024 for the 1st and Pine property after the previous developer failed to meet agreement milestones. The Affordable Housing Commission heard presentations from applicants in May 2024 and recommended the Inversion Design Build project to Council.

The 2024 RFP evaluation criteria included:

Design requirements:

1. Multifamily Design.
2. Adequate parking plan.
3. Demonstration of financial means to execute the proposal.
4. A reasonable timeline for completion.

Preferred features:

5. Accessible units (universal design, Americans with Disabilities Act accessibility, other accessibility elements)
6. Proposals that maximize density (Studio & 1BR units)
7. Proposals that maximize affordability timeline commitments
8. Proposals that account for livability (green space, resident amenities, etc.)

The developer has kept the city apprised of lending and underwriting challenges with the project as accepted by Council and in September 2025 met with City staff and submitted documentation for a revised approach to the site and development and assignment to another development entity. On October 1, 2025, the development team presented the revised proposal (16-17 townhouses and total units; all homeownership) to the Affordable Housing Commission, which unanimously recommended it to Council for approval at their October 1 meeting.

Previous Council Action:

At their August 5, 2024, meeting, Council reviewed and issued a letter of intent to award the property to Inversion Design Build on the basis of their proposal (12 x 3 unit stacks – 36 total units). The award was conditional, and required contract negotiations with the City to finalize.

At their March 17, 2025, meeting, Council reviewed a revised project design (15 townhouses with 1 ADU each – 30 total units) and authorized the City Manager to sign the affordable housing agreement with Inversion Design Build for the project as revised. The project proposal has continued to be revised, so no final agreement has yet been reached with the City, and no agreement has been signed yet.

Analysis:

The revised proposal meets the initial RFP design requirements and differs in its approach to the preferred features and the total number of housing units proposed for the site. The revised proposal is fully homeownership and no longer includes a rental component, which would simplify monitoring and project complexity, increasing the potential for successful completion, but reduces the quantity of units added to the income-restricted affordable housing supply.

The revised proposal is essentially a counteroffer as part of the contract negotiations with the City. Council may choose to accept or reject this counteroffer. If Council did not accept the revised proposal, staff could reissue an RFP for the property.

Financial Impact:

The proposed project change would have limited financial impact for the City. The developer is not requesting affordable housing sales tax funds for this project. City staff time would be required to revise the existing contract or reissue a request for proposals and develop an affordable housing agreement for an alternate project for the site.

Budget Adjustment: No

Attachments:

1. 251023_E1P_First & Pine Updated Rendering
2. 250924_E1P_AHC Letter
3. 250924_E1P_Preliminary-Materials
4. 251023_E1P_Ellensburg 1st + Pine Preliminary Budget + Proforma

First & Pine



MAPD



TM CONSTRUCTION



HomeSight

September 24, 2025

To:
City of Ellensburg
Affordable Housing Commission

From:
Skylar Bisom-Rapp
Partner, Planning & Development | MAPD - Manastash Architecture Planning & Development
Former Director of Operations | Inversion Design Build

Respected Commissioners,

We are writing this letter in advance of presenting an update on the First and Pine project during your October 1st meeting, in which we will address four topics:

1. The delay in project progress since we last presented to the Commission in March.
2. The winddown of Inversion Design Build and the potential transfer of the project award to a joint venture between Manastash Architecture Planning & Development (MAPD) and TM Construction
3. The need to remove rental ADUs from the project and implement a new, entirely ownership program
4. The reasons why this project remains a unique opportunity for Ellensburg and the fastest way to realize housing on the site

1. Explanation of Project Delays Since March

When Nathan Poel, the founder of Inversion, responded to the RFP for the site at 1st Avenue and N Pine Street in March 2024, the proposal was based on a single, central assumption: that a memo issued by the US Department of Housing and Urban Development (HUD) in 2023 (Mortgagee Letter 2023-17) allowed 2-4 unit buildings, sometimes known as “small multifamily buildings,” to be purchased with conventional, FHA-backed single-family mortgages, as long as they were owner-occupied. The memo clearly stated that rent from these additional units, or rent from ADUs on the property, could be counted as “Effective Income” for the purpose of qualifying the buyer for the loan. Based on this, Nathan assumed that it would be easy for qualified potential buyers to secure financing for what would be a completely novel project.

Almost exactly one year ago, convinced by the strength and ingenuity of this approach, I left a senior position at a New York architecture firm where I had worked for nine years to help Nathan realize this unique model. However, in the following months, we discovered that despite the clarity of the guidance from HUD to FHA lenders, the underwriters who approve these loans for banks were reluctant to approve loans for such an untested arrangement. For every bank we approached, the reliance on rental income for mortgage payments, the 51-year affordability covenant that would govern the properties, or the combination of the two proved to be insurmountable hurdles for the more than a dozen home loan lenders we discussed the project with.

When we last presented the project to this Commission in March, we thought that removing one of the two ADUs initially proposed for each property would simplify the project enough for some banks to get on board, as many of the initial mortgage broker contacts we spoke with highlighted the lack of comparable 3-unit properties in Ellensburg as a key obstacle to clearing underwriting for potential buyers. What we learned between the Commission's recommendation and the subsequent reapproval by the Council in March and June—when we exhausted our last home-loan lending lead—is that, despite the enthusiasm for the project from the numerous brokers and community lending directors with whom we began our discussions, the underwriting departments that ultimately authorize the loans were fundamentally uncomfortable with the premise of the project and declined to proceed.

This may have been true in any political and economic context, but the uncertainty that characterized the housing policy establishment and lending markets in 2025 created even stronger headwinds. Layoffs at HUD and the FHA, along with the discussion of privatizing Fannie Mae and Freddie Mac, made underwriters reluctant to endorse anything other than the most typical lending scenarios. Underwriters also noted the elimination of pilot grant programs and loan guarantees from HUD that could have mitigated the risks associated with testing new models. Additionally, broader economic uncertainty about a potential recession foregrounded the rising delinquencies that underwriters were beginning to see within their larger lending portfolios, making it difficult for lenders to consider holding on to these loans without the ability to sell them in the secondary market. By midsummer, the only commitment we received to lend on any of these homes came from our non-profit development partner, HomeSight, which only had enough liquid capital to agree to finance two of the fifteen units. Every other bank, credit union, and community lending non-profit ultimately declined to participate.

2. The Wind Down of Inversion Design Build and Transition to a New Development Team

This extended delay and the eventual dead end in the project's path to financing the sale of the units coincided with Nathan's move out of state for personal reasons in May. Initially, Nathan had hoped to continue leading Inversion remotely, with me in the role of Director of Operations managing day-to-day activities. However, this plan was predicated on First and Pine being underway by the time he left. Without the cash flow from the construction of the project and without any other project pipeline, it became clear that Inversion Design Build needed to wind down its operations. Around this same time, I began discussing forming a partnership with local architect Marc Brown, who has been practicing in Kittitas County for nearly 28 years, and my wife, Molly McNamara, who is also a licensed architect in Washington. The three of us started working together in April, along with Jordan Lowe, another Ellensburg-based licensed architect who had been my colleague at Inversion. In August, we formalized our partnership as Manastash Architecture Planning & Development, (MAPD). It was Nathan's intention upon his departure that we continue to pursue this project under the new banner if possible.

We have recently signed a Letter of Intent with TM Construction to form a Design Build Joint Venture for First and Pine, aligning the project delivery with Inversion Design Build's original vertically integrated model. TM's established presence in Ellensburg and relationships with local sub-consultants are added benefits for the project. TM owners Henry Thomas and Troy Morris both have backgrounds in construction management in addition to contracting, making them invaluable partners from preconstruction through to project closeout. All five partners—Henry, Troy, Marc, Molly, and I—will be personally invested in this project, just as we are in Ellensburg as a community. We are all local to Ellensburg and care deeply for it. We will prioritize other local firms for the subcontractors and consultants we need to realize this project. It is truly a passion project for the whole team.

Finally, HomeSight is still a core part of the development team. They remain excited to participate in the project as a nonprofit development partner and lending lead. The transfer of the project from Inversion can be accomplished with a simple contractual reassignment of the project award between Inversion and the new MAPD/TM + HomeSight Development Partnership, followed by the City Council's approval of the transfer.

3. Project Program Changes

Should our new development group be allowed to proceed with the project, the program will need to change to allow for buyer financing. We propose removing the ADUs from the

program and moving forward with simple, single-family, ownership-only townhomes. The resulting units should be financeable with conventional loans and able to be resold on the secondary market. HomeSight has confirmed that this means they could lend on every unit using their primary model, selling the loans to the Washington State Housing Finance Commission. Our plan is to offer both an accessibility-adaptable 560 SF 1BR model (which could be delivered fully accessible to a buyer who requested it) and a 900 SF, two-story, 2BR model. The units are designed to be the same width and fully interchangeable on the site plan. Because our construction lender is requiring pre-sales as a condition of closing, our proposal would not dictate the unit mix but rather allow buyers to choose during the pre-sale period, mitigating some of the market risk for the project.

The footprint of these units is smaller, resulting in more open space, both private and shared, and the project will likely be able to fit 16 or 17 units (pending a topographic and boundary survey to confirm the availability of space for parking). The site design remains similar to the previous scheme, with bars of townhomes, some facing Pine Street and some facing the alley; however, the 17-unit configuration places a bar facing 1st Avenue as well, creating welcoming street-facing entrances on both frontages. In general, at one to two stories, the project is even more aligned with the scale of the immediate residential context than the previous version.

The project would still have an HOA to maintain paths, parking, and other common areas, as well as to coordinate roof repairs and other common elements between the townhomes and contract for trash, recycling, and snow removal. Its role would be much smaller and more straightforward than the previous proposal.

4. This Project Remains a Unique Opportunity for Ellensburg

While we still believe in the eventual promise of the housing model that Nathan originally proposed last year, we are equally excited about the potential of this project. We see at least five key reasons why this project is the best way for the city to proceed with the land at 1st Avenue and N Pine Street:

1. **Unique Ownership Opportunity:** The project will provide badly needed affordable ownership opportunities for families who do not currently have other options in the county.
2. **Proof of Concept for Ownership Townhomes in Ellensburg:** To our knowledge, there are currently no examples of ownership townhomes in Ellensburg. They remain a key unrealized component of Ellensburg's Housing Action Plan for middle housing. Providing comparisons for other developers who may be interested in building similar projects across all income bands will benefit Ellensburg's overall housing stock.
3. **Proof of Concept of Building Affordable Housing without Direct Subsidy:** Affordable housing development almost always requires direct subsidy in the form of local grants, state Housing Trust Fund dollars, and/or Low-Income Housing Tax

Credits (LIHTC). These are all limited resources, and the latter two come with extensive regulatory compliance overhead that limits their accessibility to smaller developers and projects. Demonstrating that affordable housing can be built in Ellensburg solely through the Surplus Land Program without other direct subsidy opens the possibility for future projects to follow this model.

4. **Bringing HomeSight's Unique Model to Ellensburg:** Our non-profit development partner brings three decades of experience in affordable ownership lending, financial counseling, and foreclosure relief assistance to the project and to the Ellensburg community. HomeSight is excited to be the primary lending partner for this project; however, just as a buyer could use any lender for these homes at First and Pine, any qualifying buyer in Ellensburg can also utilize HomeSight's programs for almost any other property for sale in town. HomeSight is eager to become a new resource for our community, and making connections between residents and other institutions in town will be beneficial for building awareness among Ellensburg residents about the kinds of assistance available to potential buyers.
5. **The Fastest Way to Realize Housing on the Site:** While we understand that there may be some frustration with the delays on this project since the award last March, and we apologize for Inversion's part in those delays, we remain convinced that our model is the fastest way to realize housing on the First and Pine Site. Sending the project back to RFP will likely take several months of drafting, soliciting, and contract negotiation, and we feel confident that any other respondent would be dependent on grants, trust fund dollars, and/or LIHTC, such that their schedules would be tied to those award calendars. Overall, a different project would likely not be online until 2028 at the earliest. Should our new program and team structure be approved, we plan to break ground next year, with residents in the first phase homes by the first half of 2027.

Thank you so much for your time and consideration. We look forward to presenting additional materials at your meeting on October 1st.

Sincerely,



Skylar Bisom-Rapp

City-provided Question Responses:

What additional market research have you done regarding unit design and market interest?

We are in the process of conducting new market research, some of which we hope to share at the October 1st meeting. Preliminary investigations demonstrate that the limited number of transactions in one- and two-bedroom units results from a limited supply, and that the prices being considered are competitive with those seen in the market.

How would you propose to handle the suggested mix of 1- and 2-BR construction?

As discussed in Section 3, we have designed the two unit types to be interchangeable and will offer them both as options to the market, allowing buyers to determine the unit mix.

How many units would you need to presell to begin construction?

Depending on the final site plan, the first phase may have 4, 5, or 6 units, corresponding to the number of pre-sales needed to begin. We aim to build a waitlist of at least 6 to 8 buyers before pre-selling begins to hedge against the risk of buyers falling through after the pre-sale.

What would happen if you can sell some units but not the full project?

Different things would happen depending on where we are in the project:

- If we are unable to sell enough units to begin construction of the first phase, the land would revert to the city.
- Once we have begun the first phase, we need to sell 14-15 of the units to break even, so we will be highly motivated to find buyers. The goal is to transition directly from the first phase into a second phase that would sell the remainder of the project. Should sales in the second phase be slow, there is a logical way to carve out a third phase, allowing second phase units to begin construction along the planned timeline.
- In the event of project default after the first phase has begun, in line with the previous agreement, the assumption is that the city would be able to reclaim the unencumbered portions of the property that had been set aside for future phases. The only complication is that there may be technical reasons why infrastructure for the later phases may need to be built at the same time as the first, and any land they are situated on would need to be encumbered by the construction loan, and thus would be subject to foreclosure by the construction lender.

Does the mix of units affect your planning for open space and any applicable community amenities?

There is less communal open space in the new plan than in the previous plan, but each unit now has a private yard, which the previous plan did not include. We believe this will be preferable to buyers.

What would the HOA responsibilities be? How would you budget for owner ability to pay for repairs and maintenance while maintaining affordability? Would the HOA have any role in affordability?

This is discussed in Section 3. The HOA would no longer be directly involved in pooling money for repairs, except for communal elements like the landscape, which aligns more with a traditional HOA role. However, HomeSight offers a range of homeowner education resources to help individuals budget for repairs and maintenance. The HOA would not necessarily have an ongoing role in affordability, though using the HOA to administer income verification for future purchasers could be an option to discuss further with City staff.

Would you propose owner occupancy requirements?

Given that any renters would be required to be income qualified, we would not propose owner occupancy requirements. However, if this is a crucial issue, we are not opposed to it.

How would you plan for unit sales to subsequent owner to occur while meeting the long-term affordability requirements?

Just as in the previous project format, income qualification for future buyers will be required to receive title to the property as long as the covenant remains active (currently proposed by the City at 51 years). A simple sample income verification form was provided to the City earlier in the year, which we recommend continuing to use. Either the HOA or City staff would certify the receipt of pay stubs and W-2 forms, along with an affidavit from the purchaser. The certification would be required by the title company before closing. In other jurisdictions, having the City be the adjudicating body is common, but we could look into incorporating this into the HOA and then contracting out that responsibility to someone else.

What risks remain for this redesigned project and how do you plan to manage them to ensure completion?

Construction risk is inherent to any development project, though it is mitigated in our case by the presence of the contracting team within the development group, aligning incentives around project completion.

Market and demand risk is also a potential issue, though the pre-sale model reduces exposure for both the developer and the city, as delinquency would result in the reversion of the land rather than a drawn-out foreclosure process. Contingencies regarding slow sales are discussed earlier in this Q&A.

17 PARKING SPOTS

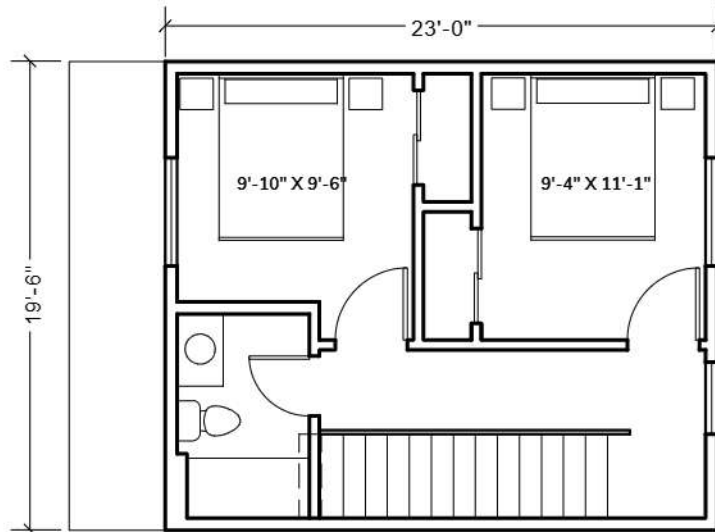
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16 PARKING SPOTS

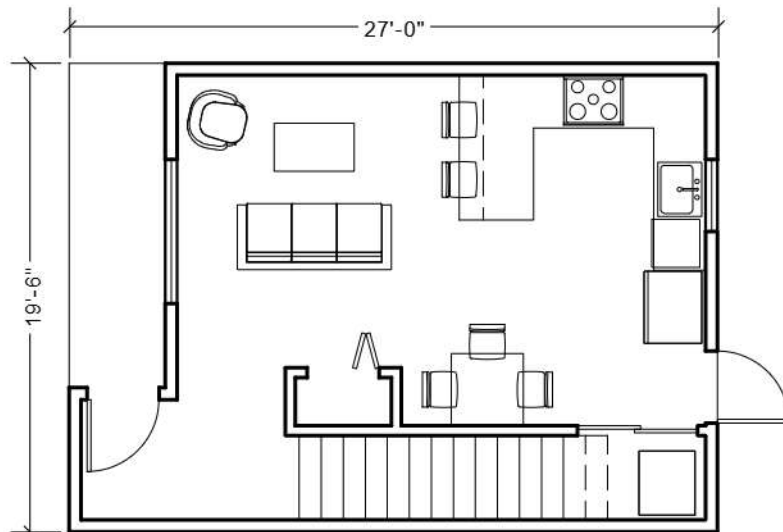
Page 318 of 442

TWO BEDROOM

(+/- 920 GSF)



LEVEL 2: 449 GSF
(23 X 19'-6")

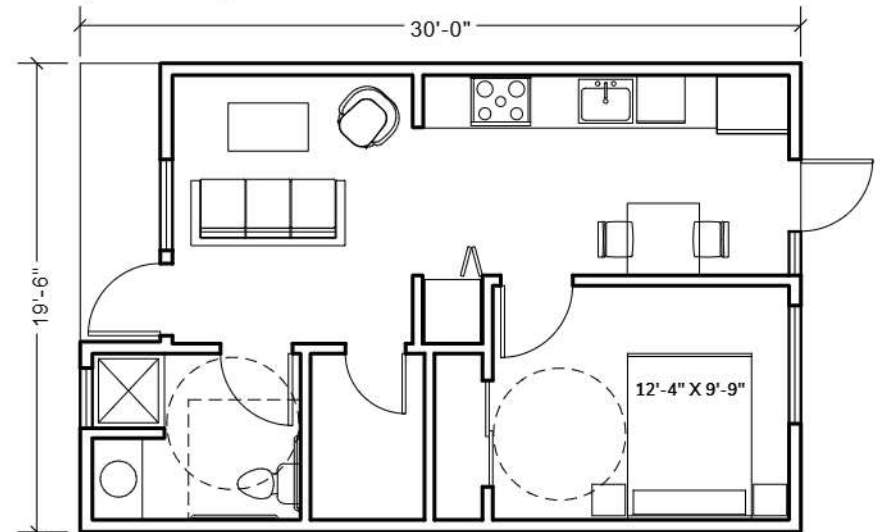


LEVEL 1: 471 GSF
(27 X 19'-6")

2 BR - 920 GSF

ONE BEDROOM (ADA)

(+/- 546 GSF)



1 BR - 546 GSF
(30 X 19'-6")

PRELIMINARY UNIT LAYOUTS

1 & 2 BEDROOM TOWNHOMES

SCALE: 1/8" = 1'-0"

EXHIBIT A: SOURCES AND USES

Projects Costs	Phase 1	Phase 2	Project Total
Land Cost ^a	\$ 240,000	\$ 720,000	\$ 960,000
Site Acquisition Costs ^b	\$ 24,373		\$ 24,373
Acquisition Costs	\$ 264,373	\$ 720,000	\$ 984,373
Horizontal Hard Costs	\$ 692,000		\$ 692,000
Vertical Hard Costs	\$ 585,000	\$ 1,755,000	\$ 2,340,000
FF+E	\$ 20,000	\$ 60,000	\$ 80,000
Contractor Overhead + Profit	\$ 129,700	\$ 181,500	\$ 311,200
Construction Contingency	\$ 71,335	\$ 99,825	\$ 171,160
Construction Sales Tax	\$ 62,350	\$ 156,090	\$ 218,440
Hard Costs	\$ 1,560,385	\$ 2,252,415	\$ 3,812,800
Professional Services	\$ 144,091	\$ 170,465	\$ 314,556
Permitting	\$ 46,812	\$ 67,572	\$ 114,384
Loan Closing Costs	\$ 68,422		\$ 68,422
Loan Interest	\$ 46,732	\$ 141,039	\$ 187,771
Holding Costs	\$ 63,184	\$ 52,653	\$ 115,837
Development Fee	\$ 38,395	\$ 59,573	\$ 97,968
Project Soft Costs	\$ 407,636	\$ 491,301	\$ 898,938
Total Project Cost	\$ 2,232,394	\$ 3,463,716	\$ 5,696,111
Contributions			
Equity Contribution	\$ 206,479		\$ 206,479
City of Ellensburg Land ^b	\$ 240,000	\$ 720,000	\$ 960,000
Phase 1 Proceeds for Phase 2 Costs		\$ 274,443	\$ 274,443
Phase 1 Proceeds for Debt and Holding Reserve		\$ 193,692	\$ 193,692
Construction Loan	\$ 1,785,915	\$ 2,275,581	\$ 4,061,497
Total Contributions	\$ 2,232,394	\$ 3,463,716	\$ 5,696,111
Loan to Cost	80%	66%	71%
Project Value	\$ 1,190,022	\$ 3,570,067	\$ 4,760,089
Loan to Value	150%	64%	85%

^a Includes appraisal, survey, phase I environmental and legal

^b Estimated value of parcels post subdivision. Final value to be assessed through appraisal

EXHIBIT B: PROGRAM & PHASING

Program	SF per Unit	# of Units	Total SF	
1BR	550	4	2,200	
2BR	900	12	10,800	
Total	-	16	13,000	
Phasing	Start	End	# of 1BR	# of 2BR
Phase 1	Aug-26	Jul-27	1	3
Phase 2	Aug-27	Jul-28	3	9

EXHIBIT C: EXAMPLE BUYER BUDGETS & SALES PRICES

Low income per HUD Home Guidelines for Family of:		1BR	2BR
		1	3
80% AMI Income		\$ 60,350	\$ 77,550
Can pay Towards PITI	38%	\$ 22,933	\$ 29,469
Income Towards PITI		\$ 1,911	\$ 2,456 / year
Less HOA Fee		\$ (80)	\$ (80) /month
Less Utility Allowance		\$ (220)	\$ (220)
	PITI	\$ 1,611	\$ 2,156
	DTI	0.32	0.33 /month
Less Taxes		\$ (2,372)	\$ (2,847)
Less Insurance		\$ (1,100)	\$ (1,600) / year
	PI	\$ 1,322	\$ 1,785 / year
Mortgage Rate		6.7%	6.7% /month
	NPER	360	360
Affordable Mortgage Amount		\$ 204,832	\$ 276,656
Plus Downpayment*	20%	\$ 51,208	\$ 69,164
Home Sale Price		\$ 256,041	\$ 345,821
Less Closing Costs	8%	\$ (20,483)	\$ (27,666)
Gross Revenue from Sale		\$ 235,557	\$ 318,155

*Down payment assistance available through state programs, mortgage lender, and construction lender (passed through developer) for income qualified buyers. Subject to approval by mortgage lender. Potential sources as follows:

WSHFC House Key Opportunity DPA	\$ 15,000	1% Deferred DPA
WSHFC Social Justice DPA	\$ 10,000	0% Deferred DPA (Must be BIPOC)
Housing Trust Fund DPA	\$ 35,000	3% Deferred DPA (Can approve up to \$45k case by case)
Project Reinvest DPA	\$ 10,500	0% Deferred DPA (subject to program availability at time of sale)
HomeSight Amortizing 2nd Mortgage	\$ 70,000	7% Interest, immediate payments required
Capital Magnet Fund through RCAC	\$ 15,000	Pass-through grant with deed restriction, forgiven after 10yrs.
Covenant Homeownership DPA	20% of value	0% Deferred, requires buyer to be a WA Resident who either was a resident on or prior to April 11, 1968 and was or would have been excluded from homeownership by a racially restrictive covenant, or a descendent of such a person.

EXHIBIT D: Annualized Cashflow

	Phase 1 2026 Y1	Phase 2 Con. 2027 Y2	Phase 2 Sale 2028 Y3	PROJECT TOTAL
Revenue				
Unit Sales*		4	12	16
Sale Revenue	\$ -	\$ 1,190,022	\$ 3,570,067	\$ 4,760,089
Expense				
Acquisition Costs	\$ 264,373	\$ 720,000	\$ -	\$ 984,373
Hard Costs	\$ 1,560,385	\$ 2,252,415	\$ -	\$ 3,812,800
Project Soft Costs	\$ 407,636	\$ 491,301		\$ 898,938
Total Project Cost	\$ 2,232,394	\$ 3,463,716	\$ -	\$ 5,696,111
Debt Service & Holding Reserve				
Starting Balance	\$ -	\$ -	\$ 20,647	
Deposit	\$ -	\$ (193,692)	\$ -	\$ (193,692)
Draw	\$ -	\$ 173,045	\$ 20,647	\$ 193,692
Ending Balance	\$ -	\$ 20,647	\$ 0	
Net Operations Cashflow	\$ (2,232,394)	\$ (2,294,341)	\$ 3,590,714	\$ (936,022)
Capital Stack				
Equity Contribution	\$ 206,479	\$ -	\$ -	\$ 206,479
Eburg Land Contribution	\$ 240,000	\$ 720,000	\$ -	\$ 960,000
Debt Draw	\$ 1,702,283	\$ 2,275,581	\$ -	\$ 3,977,864
Debt Pay Off	\$ -	\$ (721,887)	\$ (3,339,610)	\$ (4,061,497)
Net Investor Cashflow	\$ -	\$ (20,647)	\$ 251,104	\$ 230,457
Investor Profit after Return of Equity				\$ 23,978
Levered, Undiscounted Cash on Cash Return				12%

*Units are presold before construction per construction loan terms, and sales close quickly after CofOs, see Exhibit C for Sale Price Calculation



Meeting Date: November 3, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: Third Quarter 2025 Financial Status and Investment Reports
(Public Comment Opportunity)
Submitted by: Jerica Pascoe, Finance Director
Department: Finance

Suggested Motion/Action:

Move to accept the Third Quarter 2025 Financial Status and Investment Reports as presented.

Background/Summary:

Attached are the Third Quarter 2025 Financial Status and Investment Reports for the period ending September 30, 2025. The Third Quarter 2025 Financial Status report represents General Fund status, Governmental fund type tax revenues, and citywide revenues and expenditures. The City's Financial Management Policy provides that Council will receive updated information relating to the City's Financial Reports on a quarterly basis.

Previous Council Action:

The Third Quarter 2025 Financial Status and Investment Reports were presented to the Finance Committee at the October 16, 2025 meeting.

Analysis:

Key items – 2025 Third Quarter:

- General Fund revenues are projected to come in above budget whereas expenditures are projected to come in below budget (Table 1, Page 1)
- Revenue remitted from State of Washington Sales Tax Activity was up 26% above 3rd quarter 2024 (Table 2, Page 2)
 - City Assistance was up 30%
 - Hotel/Motel Lodging was **down** 2%
 - Local Criminal Justice was up 12%
 - Liquor Excise Tax was **down** 6%
 - Marijuana Excise Tax was **down** 12%
 - Motor Vehicle Fuel Tax (MVFT) was **down** 3%
- Year-End tax revenue - projected to be 20.26% above budget. (Table 3, Page 3)
 - Sales tax revenue is projected to be 28.23% above budget. (Table 3, Page 3)

- Local Criminal Justice .1% – \$77,720 or 10.4% above budget (Table 4, Page 4)
 - Retail Sales for Public Transit .2% - \$557,389 or 37.9% above budget
 - Retail Sales for Public Safety .3% - \$52 or at budget
 - Regular Retail Sales .85% – \$2,286,320 or 36% above budget
 - Retail Sales for Housing .1% – \$280,788 or 38.2% above budget
 - Retail Sales for Housing (State Credit) - \$0 or at budget
- B&O Tax revenue is projected - 18.34% above budget (Table 3, Page 3)
 - Other Tax revenue is projected - 14.98% above budget (Table 3, Page 3)
 - Property Tax revenue is projected - .19% **below** budget (Table 3, Page 3)
 - January through September 2025 sales tax receipts were 39.94% higher than January through September 2024 receipts (Table 5, Page 5)
 - Utility tax revenues were 2.91% higher than 3rd quarter 2024. (Table 6, Page 6)
 - General Fund *not including managerial funds* (Table 7, Page 7)
 - Revenues - projected to be \$1.5 million above budget
 - Expenditures - projected to be \$2.7 million below budget
 - The total excess revenues over expenditures for all funds through the third quarter was \$10 million, of which \$2.96 million of the excess is from the enterprise and internal service funds, in which rates are set to provide for replacement and capital projects. The General Fund (including managerial funds) saw a net gain of \$2.87 million (Table 9, Page 9)
 - The City had \$91,122,321.79 in excess cash invested as of 09/30/2025.(Investment report, page 1)

These are third quarter reports and do not reflect all activities.

Financial Impact:

None

Budget Adjustment: No

Attachments:

1. Q3 2025 Financial Status Report
2. Q3 2025 Investment Report

City of Ellensburg Washington



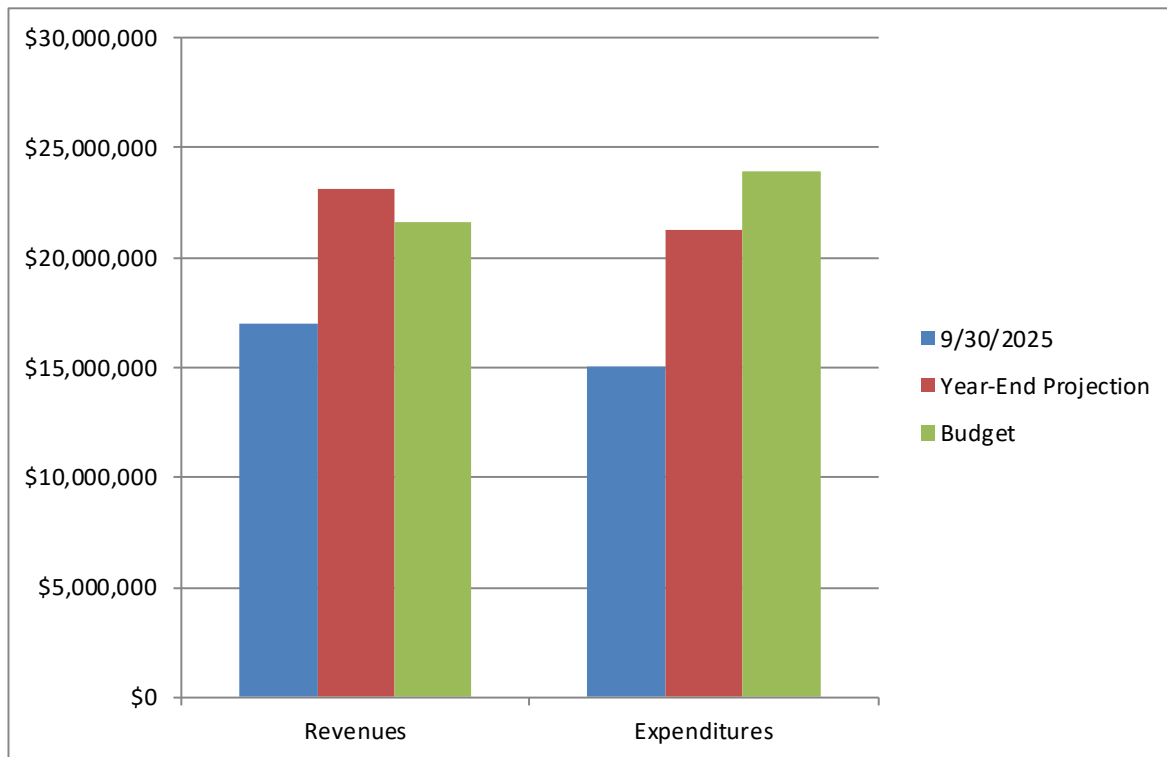
Quarterly Financial Status Report

For the Quarter Ending September 30, 2025
AS OF 09/30/2025

General Fund

The Governmental Funds' major funding sources include Property Tax, Sales Tax, Utility Taxes, Licenses & Permit Fees, Intergovernmental Revenue, and Charges for Services. Sales Tax is the largest tax revenue source for the City at approximately 56%, followed by B&O Tax at 19%, Property Tax at 18%, and Other Taxes at 7% of the budgeted City tax revenue. Tax revenue is approximately 18% of the total City revenues budgeted in 2025.

Table 1



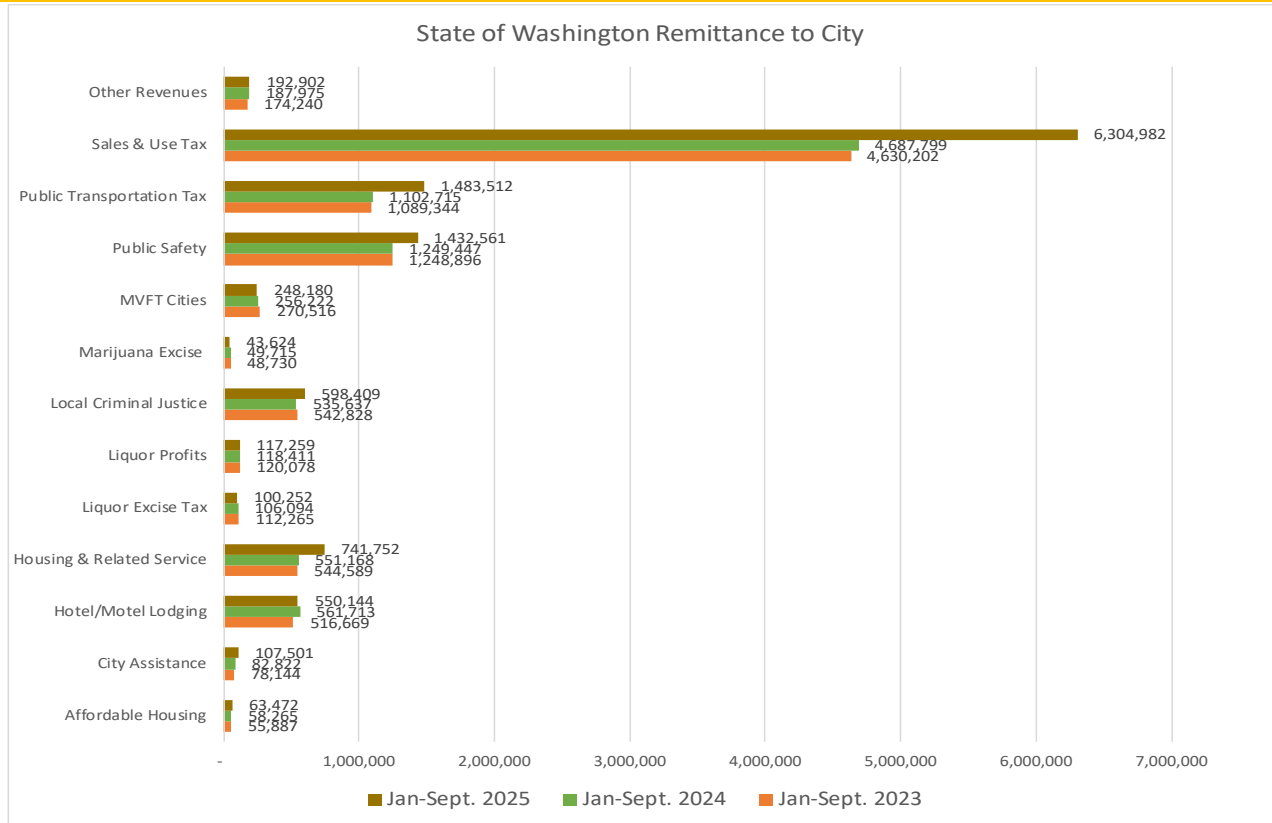
NOTE: The above graph illustrates the difference between year-to-date actuals through September, year-to-date projections as of 10/03/2025, and revised budget through September 2, 2025.

Third quarter projections were made as of the current situation on 10/14/2025. Please keep in mind, these projections are made based on the limited information known by local governments as of the middle of October. General Fund revenue (minus the managerial funds) is above budget. General Fund expenditures are below budget as required by Chapter 35A.33 RCW. Budgeted expenditures reflect all adjustments that were taken to Council for approval through September 2, 2025. A breakdown of General Fund departments is included in Table 7 of this report.

Governmental Funds Tax Revenue

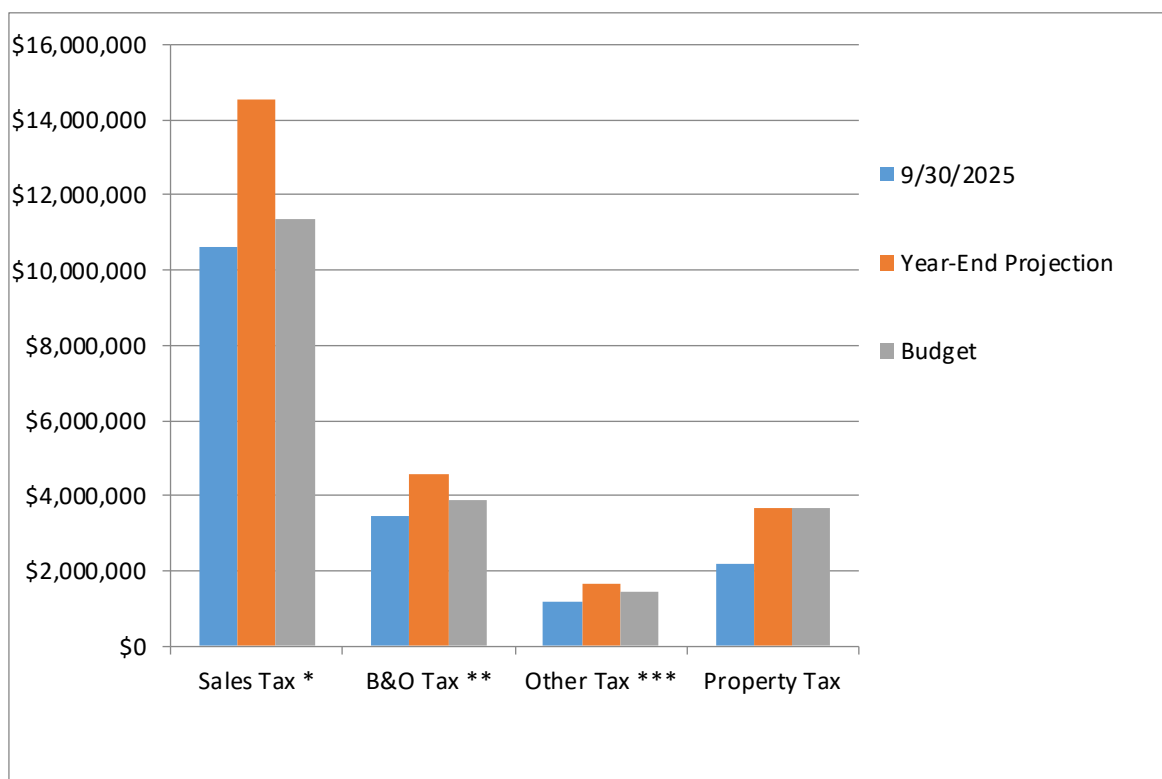
Table 2

CITY OF ELLENSBURG Year-to-Date Revenue Remitted from State of Washington Sales Tax Activity - Cash January-September Comparison for 2023 - 2024 - 2025 Table 2



	Receipts Dates <u>Jan-Sept. 2023</u>	Receipts Dates <u>Jan-Sept. 2024</u>	Receipt Dates <u>Jan-Sept. 2025</u>	Increase/ (Decrease)	% Inc (Dec)
Affordable Housing	55,887	58,265	63,472	5,207	9%
City Assistance	78,144	82,822	107,501	24,679	30%
Hotel/Motel Lodging	516,669	561,713	550,144	(11,569)	-2%
Housing & Related Service	544,589	551,168	741,752	190,584	35%
Liquor Excise Tax	112,265	106,094	100,252	(5,842)	-6%
Liquor Profits	120,078	118,411	117,259	(1,152)	-1%
Local Criminal Justice	542,828	535,637	598,409	62,772	12%
Marijuana Excise	48,730	49,715	43,624	(6,091)	-12%
MVFT Cities	270,516	256,222	248,180	(8,042)	-3%
Public Safety	1,248,896	1,249,447	1,432,561	183,114	15%
Public Transportation Tax	1,089,344	1,102,715	1,483,512	380,797	35%
Sales & Use Tax	4,630,202	4,687,799	6,304,982	1,617,183	34%
Other Revenues	174,240	187,975	192,902	4,927	3%
Totals	9,432,388	9,547,983	11,984,550	2,436,567	26%

Table 3



	9/30/2025	Year-End Projection	Budget	Over/(Under) Budget
Sales Tax *	\$10,624,687	\$14,544,792	\$11,342,522	28.23%
B&O Tax **	3,455,016	4,589,914	3,878,446	18.34%
Other Tax ***	1,181,985	1,672,358	1,454,431	14.98%
Property Tax	2,179,831	3,676,390	3,683,517	-0.19%
	\$17,441,519	\$24,483,454	\$20,358,916	20.26%

* SALES TAX includes tax portions for public transit, affordable housing, public safety, and regular retail sales

**B&O TAX includes utility, gambling etc.

*** OTHER TAX includes leasehold and other excise taxes including hotel/motel tax

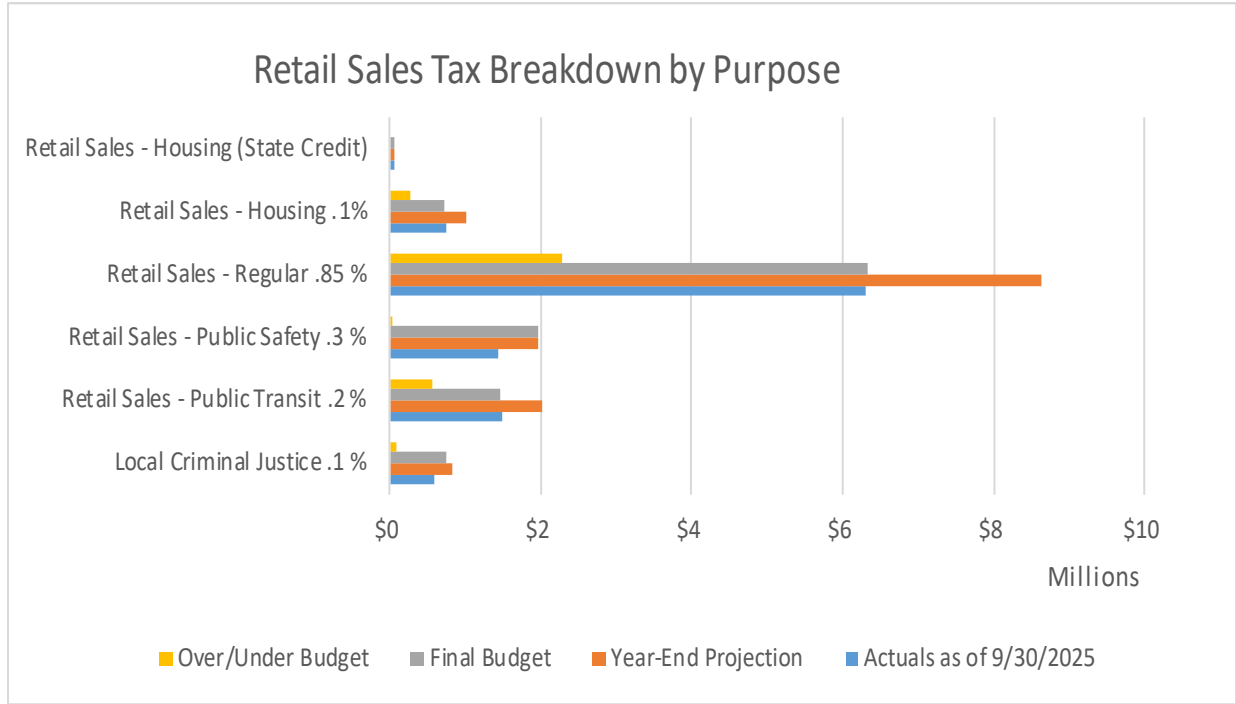
Overall governmental fund tax revenue is projected to exceed budget by approximately \$4.1 million or 20.26%.

Sales Tax

Table 4 breaks down the difference of budgeted less projected by tax purpose. It is important to note that this includes retail sales and use tax that is restricted for public transit, public safety,

and affordable housing purposes. Sales tax revenue received in January is for November 2024 activity.

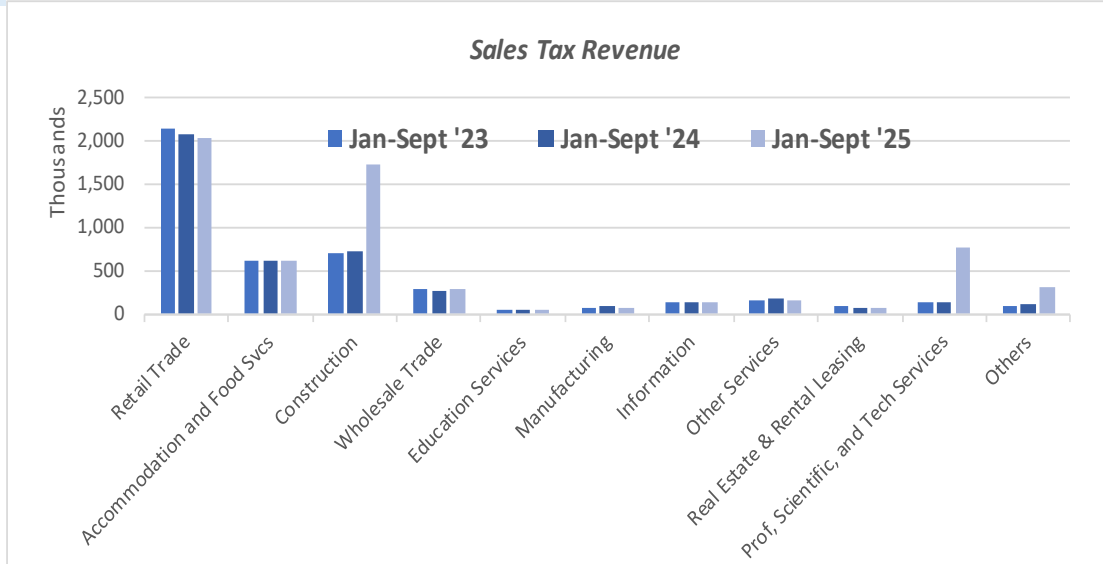
Table 4



	Actuals as of 9/30/2025	Year-End Projection	Final Budget	Projected Over/Under Budget
Local Criminal Justice .1 %	\$598,407	\$824,122	\$746,402	\$77,720
Retail Sales - Public Transit .2 %	1,483,512	2,028,365	1,470,976	557,389
Retail Sales - Public Safety .3 %	1,432,561	1,975,878	1,975,826	52
Retail Sales - Regular .85 %	6,304,982	8,630,233	6,343,913	2,286,320
Retail Sales - Housing .1%	741,752	1,015,194	734,406	280,788
Retail Sales - Housing (State Credit)	63,472	71,000	71,000	0
	\$10,624,685	\$14,544,792	\$11,342,523	\$3,202,269

Table 5

**Year-to-Date Sales Tax Activity - Cash Basis
Jan-Sept. 2023/2024/2025**



	Receipts Dates Jan-Sept '23	Receipts Dates Jan-Sept '24	Receipt Dates Jan-Sept '25	Increase/ (Decrease)	% Inc (Dec)
Retail Trade	\$2,148,325	\$2,085,619	\$2,034,145	-\$51,474	-2.5%
Accommodation and Food Svcs	620,552	621,995	626,502	4,507	0.7%
Construction	696,274	735,195	1,735,212	1,000,017	136.0%
Wholesale Trade	280,198	275,414	300,750	25,336	9.2%
Education Services	56,517	56,812	49,196	-7,616	-13.4%
Manufacturing	68,842	85,993	78,498	-7,495	-8.7%
Information	128,028	138,259	147,703	9,444	6.8%
Other Services	165,042	171,512	168,795	-2,717	-1.6%
Real Estate & Rental Leasing	88,488	82,123	72,937	-9,186	-11.2%
Prof, Scientific, and Tech Services	128,240	136,987	780,033	643,046	469.4%
Others	99,619	115,616	311,210	195,594	169.2%
Total	\$ 4,480,125	\$ 4,505,525	\$ 6,304,981	\$ 1,799,456	39.94%

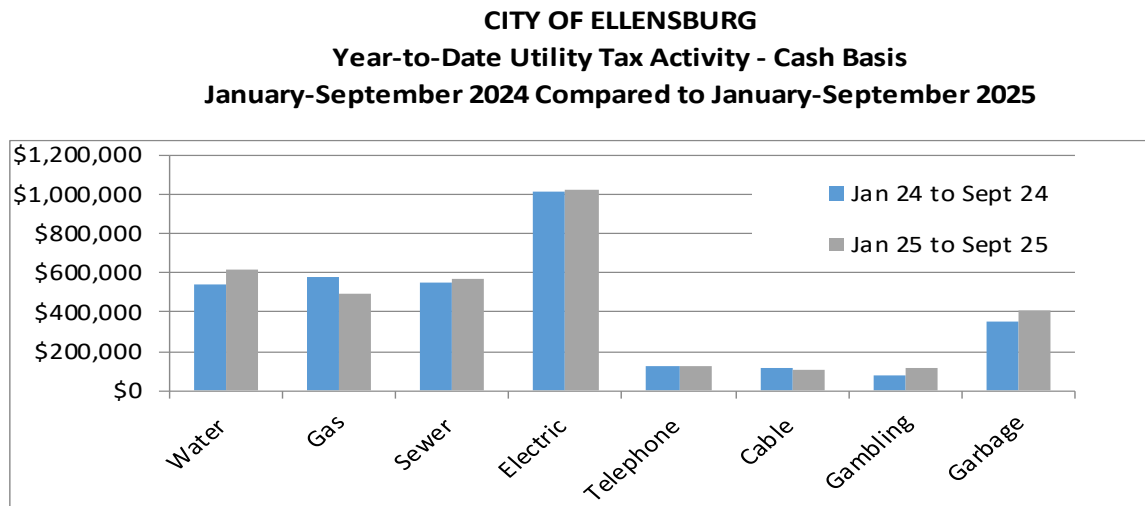
Source: Dept of Revenue Sales Tax Reports - 2025 information: reporting revenue **received** January thru September
Revenue was recorded on a cash basis for this report. January will be the first month of reporting for 2025

Retail sales tax is distributed monthly reflecting 20 different categories. The above graph reflects the top ten categories with 10 categories being identified within the “Others” category. **Overall sales tax is up 40% compared to the 3rd quarter of 2024. Retail Trade has the highest dollar decrease with Construction showing the highest dollar increase. Prof,**

Scientific and Tech Services had a significant dollar and highest percentage increase as well. If we removed the increase for construction and tech services, which are very volatile, the sales tax increase over 2024 would be 4%. These numbers do not include the .03% for criminal justice, the .02% for public transit, or the .01% for housing and related services. **These revenues are for sales from November 2024 through July 2025.**

Utility Tax – Table 6

The city generates utility tax revenues from the sale of the City’s gas, electric, water, and sewer utilities as well as utility taxes on cable television, telephone, and garbage collection. The cable utility tax revenue includes both the General Fund and the Special Revenue funds.



	Receipt Dates <u>Jan 24 to Sept 24</u>	Receipt Dates <u>Jan 25 to Sept 25</u>	Increase/ <u>(Decrease)</u>	% Inc <u>(Dec)</u>
Water (10.5%)	\$541,847	\$619,801	\$77,954	14.39%
Gas (6%)	581,966	488,945	(93,021)	-15.98%
Sewer (10.5%)	548,629	568,017	19,388	3.53%
Electric (6%)	1,012,962	1,021,432	8,470	0.84%
Telephone (6%)	128,099	125,413	(2,686)	-2.10%
Cable (1.075%)	117,077	105,999	(11,077)	-9.46%
Gambling (varies 2%-8%)	77,266	119,282	42,016	54.38%
Garbage (8.1%)	349,552	406,126	56,574	16.18%
Total	<u>\$3,357,398</u>	<u>\$3,455,016</u>	<u>\$97,617</u>	<u>2.91%</u>

Revenue was recorded as cash basis for this report.

Telephone and cable taxes will continue to decrease as landlines and cable television have become less common. Residents using cell phone numbers with billing addresses from outside of the area are not paying this local telephone tax.

Table 7

General Fund				
Revenues and Expenditures - Budget and Projected				
30-Sep-25				
	2025 Budget	2025 Projected	2025 Actual YTD	Budget less Projected
Revenues				
Taxes	\$8,351,829	\$9,114,975	\$6,259,585	-\$763,146
Licenses & Permits	568,828	\$746,312	690,060	-\$177,484
Intergovernmental	1,231,904	\$1,229,197	795,185	\$2,707
Charges For Fees	5,866,799	\$6,159,655	4,798,333	-\$292,856
Fines & Forfeits	240,000	\$238,115	178,679	\$1,885
Misc.	731,710	\$1,073,099	911,534	-\$341,389
Transfers	4,594,005	\$4,521,004	3,381,003	\$73,001
Other Receipts	0	-\$10	-10	\$10
Total	\$21,585,075	\$23,082,347	\$17,014,368	-\$1,497,272
Expenditures by Dept				
NonDept	\$2,274,842	\$1,969,438	\$1,110,860	\$305,404
Finance	3,037,632	\$2,638,774	1,947,714	398,858
City Manager	2,292,585	\$1,995,021	1,496,266	297,564
Police	6,380,909	\$5,818,348	4,363,761	562,561
Community Develop.	2,103,410	\$1,493,596	1,060,919	609,814
Engineering	2,035,588	\$1,729,092	1,296,819	306,496
Parks & Recreation	4,199,337	\$4,161,852	2,671,389	37,485
Library	1,580,487	\$1,401,621	1,051,216	178,866
Economic Development	18,806	\$6,583	4,937	12,223
Total	\$23,923,596	\$21,214,325	\$15,003,881	\$2,697,047
Excess of Revenues over	-\$2,338,521	\$1,868,022	\$2,010,487	-\$4,206,543
Beginning Balance	5,477,754	8,958,111	8,958,111	-\$3,480,357
Other Receipts	0			\$0
Ending Fund Balance	\$3,139,233	\$10,826,133	\$10,968,598	\$7,686,900

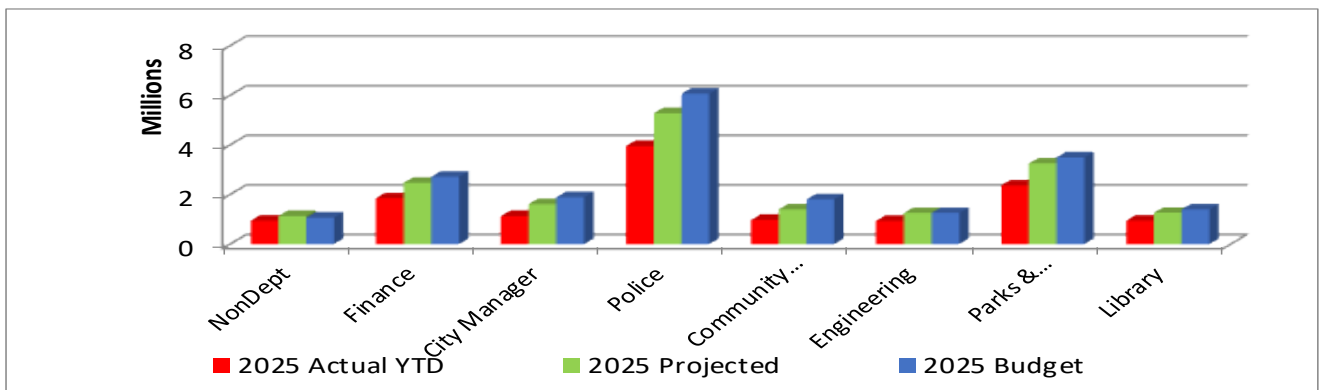


Table 8

DEBT ACTIVITIES	Issued Date	Maturity Date	Original Amount	9/30/2025	2025 Debt Payment
General Obligation					
Maintenance Bond - Pool	2010	2030	2,935,000	1,013,651	186,403
2017 GOI Bond - Public Safety Bldg.	2017	2037	7,200,000	5,893,924	562,326
Telecom Utility - LTGO Taxable **	2016	2036	290,243	186,737	19,263
			10,425,243	7,094,312	767,991
Revenue Bonds					
Stormwater Bond *****	2020	2039	5,000,000	4,335,356	360,988
Water Sewer ****	2016	2029	6,990,000	3,545,000	762,151
Gas	2016	2036	859,015	535,167	52,459
Electric- Refunding***	2005/2014	2025	3,650,000	385,000	395,850
Electric	2014	2033	4,540,000	4,410,000	205,475
Water/Sewer	2021	2040	10,000,000	8,684,508	666,890
			31,039,015	21,895,031	1,776,922

** LTGO Taxable 20 year bonds in 2016

*** Electric Bonds were refunded in 2014 with a new bond which has a lower interest rate

**** Water/Sewer Bonds refunded in 2016 with a new bond at a lower interest rate

Citywide Report

The table on the next page- Revenues and Expenditures-Actual shows that the city brought in approximately \$10. million more than it spent thru quarter 3 of 2025 YTD. \$2.96 million of the excess revenue over expense is from the utility and internal service funds. The General Fund (including managerial funds) saw a net gain of \$2.87 million. Table 10 reduces utility revenues by the outstanding utility receivable amounts to convert revenue amounts to cash basis.

Investment Report

See attachment, which shows the breakdown of our investment portfolio. The goal of our investment is safety, liquidity, and yield. To have safety and liquidity, most of our investments reside in the State Pool.

Table 9

All City Funds
Revenues and Expenditures- Actual
For the Quarter Ending September 30, 2025

	Revenue	Expenditures	Excess of Revenue Over Expenditures
General Fund	\$17,014,368	\$15,003,880	\$2,010,488
Special Revenue Funds			
Street	1,982,166	2,019,684	(37,518)
Arterial	2,837,049	3,025,161	(188,112)
Traffic Impact	758,100	2,781	755,319
Ellensburg Public Transit	2,658,691	1,890,449	768,242
Criminal Justice	1,539,371	1,415,917	123,454
Drug Fund	11,053	589	10,464
Sales Tax	6,332,371	5,492,233	840,138
CATV - Operations	61,539	60,059	1,480
CATV - Capital	2,491	0	2,491
Parks Acquisition	321,820	0	321,820
Arts Acquisition	50,700	57,463	(6,763)
Lodging Tax	557,773	130,508	427,265
Housing & Related Service	923,811	1,287,678	(363,867)
Grants Fund	727,500	885,451	(157,951)
Debt Funds			
Public Safety Bond	562,327	281,163	281,164
Maintenance Bond	186,406	7,352	179,054
LID Guarantee Fund	4,363	0	4,363
Capital Funds			
Fieldhouse Construction Fund	1,703,184	0	1,703,184
Capital Const. Bond Projects	0	0	0
General Fund Capital Projects Fund	0	0	0
Sidewalk	314,641	346,059	(31,418)
Recreational Facilities Fund	299,176	0	299,176
Enterprise Funds			
Stormwater	2,112,518	2,195,567	(83,049)
Telecommunications	667,500	341,735	325,765
Gas	10,553,608	13,125,342	(2,571,734)
Electric	17,299,222	14,124,270	3,174,952
Water	6,529,695	4,629,842	1,899,853
Sewer	6,334,386	7,653,414	(1,319,028)
Internal Service Funds			
Shop	3,095,535	1,965,191	1,130,344
General Facilities Fund	532,477	599,489	(67,012)
Health Insurance	369,290	303,571	65,719
Risk Management	937,311	1,079,787	(142,476)
IT	2,250,464	1,641,085	609,379
GIS	272,844	341,068	(68,224)
Library Trust	9,916	597	9,319
Hal Holmes	5,580	1,472	4,108
Fire Relief	245,005	70,139	174,866
Total	\$90,064,251	\$79,978,996	\$10,085,255
Managerial Funds of the General Fund			
* Utility Revenue amounts have been converted to cash basis			

The City will diversify its investments by security type and institution. The following schedule provides the maximum holdings in any one type of investment with any one type of issuer.

Funds invested \$ 91,122,321.79

Bench Marks

1-year Treasury Constant Maturity - 4.06%

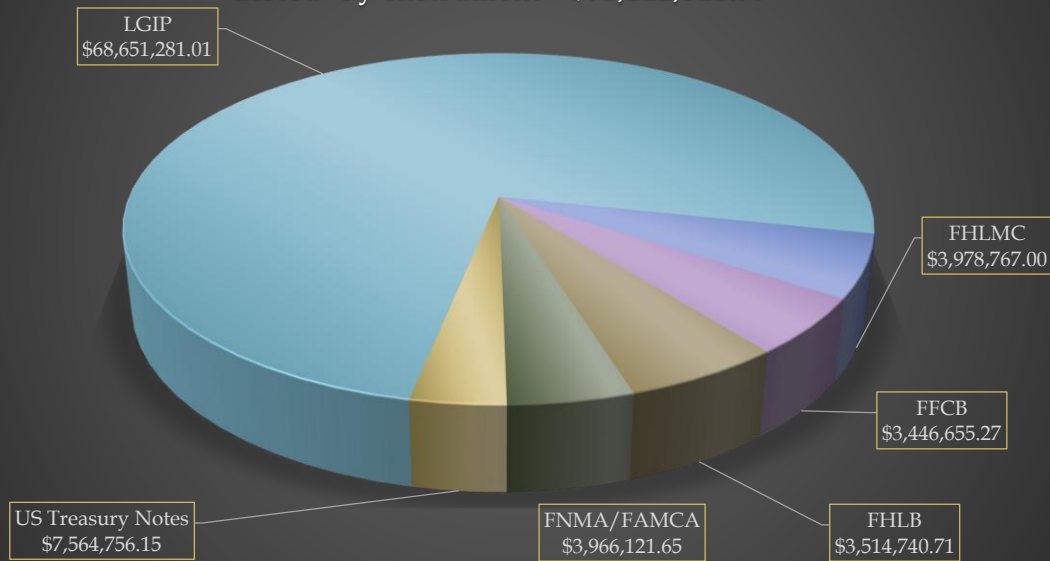
2-year Treasury Note -3.54%%

External Investments - 3.1306%

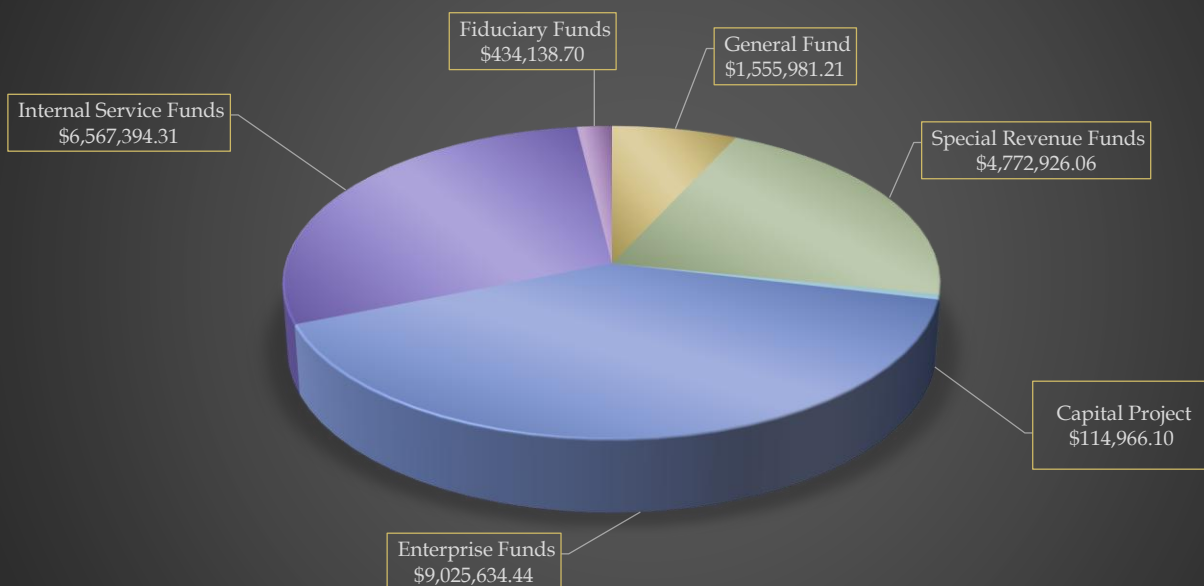
Local Govt. Investment Pool (LGIP)-Gross Earnings Rate - 4.2906%

Interest earned in Sept - 295,654.13

Total Funds Invested
Listed by Instrument - \$91,122,321.79



Investments with other Institutions
Listed by fund category - \$22,471,040.78



CITY OF ELLENSBURG - Investment Report As of9/30/2025Investments with other Institutions

Type of Authorized Security	Maximum Holdings and Issuer Limitations	maximum \$ amount that can be invested	% limitation per issuer	% of portfolio invested	Current Investment Holding Amount	Name	Amount Invested w/Issuer	% of Issuer Holding	Yield to Maturity	Expected Annual Earnings						
U.S. Treasury Bills, Notes, Bonds or Certificates	100% of Portfolio	\$91,122,322	no limitation	25%	\$22,471,041	#65 Treasury Strip.45 Settled 02/11/21 purchase: \$ 499,619 Matures 2/15/26	499,619	1%	0.45%	2,250						
						#66 FNMA Settled 06/14/21 purchase: \$995,948.42 Matures 8/25/25	-	0%	0.50%	0						
						#68 FHLB Settled 8/9/21 purchase: \$1,006,671.67 Matures 6/12/26	1,001,334	1%	0.65%	7,500						
						#69 FHLMC Settled 08/9/21 purchase: \$3,985,346 Matures 3/30/26	3,978,767	4%	0.63%	20,400						
						#71 FNMA Settled 3/17/22 purchase: \$947,076.44 Matures 11/07/25	947,076	1%	2.07%	5,000						
						#73 FFCB Settled 9/22/22 purchase: \$1,476,304.88 Matures 9/15/27	1,476,305	2%	3.74%	50,625						
						#75 FHLB Settled 3/1/23 purchase: \$1,030,566 Matures 9/16/28	1,013,894	1%	4.50%	45,000						
						#76 FFLB Settled 3/1/23 purchase: \$1,499,512 Matures 10/14/26	1,499,513	2%	4.55%	17,238						
						#77 US Treas Settled 8/25/23 purchase: \$1,498,156 Matures 2/15/27	1,498,156	2%	4.45%	36,225						
						#78 Farmer Mac Settled 12/8/23 purchas: \$1,011,425.11 Matures 12/14/28	1,007,998	1%	4.38%	43,750						
						#79 FFCB Settled 2/14/24 purchas: \$996,318.58 Matures 12/14/28	996,319	1%	4.21%	41,250						
						#80 FFCB Settled 4/1/2024 purchas: \$974031.81 Matures 9/16/28	974,032	1%	4.42%	31,250						
						#81 FAMCA Settled 06/21/24 purchase: \$2,013,665.67 Matures 5/21/27	2,011,048	2%	4.55%	91,000						
						#82 Treasury STRIPS Settled 12/16/2024 purchas: \$1979914 Matures 9/16/28	1,979,914	2%	4.13%	94,990						
						#83 Treasury NTS Settled 2/05/2025 purchas: \$1517332.50 Matures 5/31/29	1,517,333	2%	4.20%	44,000						
						#84 Treasury NTS Settled 6/11/2025 purchas: \$998736.06 Matures 9/16/28	998,736	1%	3.62%	37,000						
						#85 Treasury NTS Settled 9/05/2025 purchas: \$1,070,999.40 Matures 12/16/28	1,070,999	1%	3.88%	41,500						
						Subtotal Funds							22,471,040.78	\$ 530,478.00		
						External Investments							2.36% AAY			

Investment in State of Washington Investment Pool										
State of WA	100% of	\$91,122,322	no limitation	75%	68,651,281.01	State of WA Local	68,651,281.01	75%	4.2906%	\$ 2,945,551.86
							State Investment Pool		4.29% AAY	

AAV = Average Annual Yield FFCB - Federal Farm Credit Bank

FHLB - Federal Home Loan Bank

FHLMC - Federal Home Loan Mortgage Corp

FNMA - Federal National Mortgage Assn

FAMCA - Federal Agriculture Mortgage Corp

Sorted by Maturity

Security	Description	Rate	Par	Maturity	Months Left to Maturity	Investment #
3135GO6G3	FNMA NONCALLABLE	2.07	1,000,000	11/7/2025	1511	71
912833LY4	US TREASURY NOTES NONCALLABLE	0.45	511,000	2/15/2026	1515	65
3134GWWP7	FHLMC Callable after 3/30/26	0.63	4,000,000	3/30/2026	1516	69
3130AMFS6	FHLB NONCALLABLE	0.65	1,000,000	6/12/2026	1518	68
3133ENH45	FFCB NONCALLABLE	4.42	1,000,000	8/24/2026	1521	80
3130APAC9	FHLB CALLABLE after 1/14/22	1.02	1,690,000	10/14/2026	1522	76
912828V988	US TREASURY NOTES NONCALLABLE	4.45	1,610,000	2/15/2027	1527	77
31424WJL7	FAMCA NONCALLABLE	4.45	2,000,000	5/21/2027	1530	81
3133ENL99	FFCB NONCALLABLE	3.74	1,500,000	9/15/2027	1534	73
3130ATS57	FHLB NONCALLABLE	4.17	1,000,000	3/10/2028	1539	75
912833RZ5	US TREASURY NOTES NONCALLABLE	4.13	2,300,000	8/15/2028	1545	82
31424WCR1	FAMCA NONCALLABLE	4.38	1,000,000	12/4/2028	1548	78
3133EP3B9	FFCB NONCALLABLE	4.21	1,000,000	2/13/2029	1551	79
91282CES6	US TREASURY NOTES NONCALLABLE	4.2	1,600,000	5/31/2029	1554	83
91282CLK5	US TREASURY NOTES NONCALLABLE	3.62	1,000,000	8/31/2029	1557	84
91282CFY2	US TREASURY NOTES NONCALLABLE	3.5	1,000,000	11/30/2029	1560	85

TOTAL PAR 23,211,000

Investment by Fund/Category

General Fund	1,555,981.17
Special Revenue Funds	4,772,926.06
Capital Project	114,966.10
Enterprise Funds	9,025,634.44
Internal Service Funds	6,567,394.31
Fiduciary Funds	434,138.70
Total	22,471,040.78
LGIP	68,651,281.01
	-
Total	91,122,321.79

Investment by Instrument

US Treasury Notes	7,564,756.15
State of WA Bonds	-
LGIP	68,651,281.01
FFCB	3,446,655.27
FHLB	3,514,740.71
FHLMC	3,978,767.00
FNMA	947,076.44
FAMCA	3,019,045.21
Total	91,122,321.79

- difference



Meeting Date: November 3, 2025
City of Ellensburg
City Council Agenda Report

Agenda Subject: BPA - Provider of Choice Contract (Public Comment Opportunity)
Submitted by: Buddy Stanavich , Energy Services Director
Department: Energy Services

Suggested Motion/Action:

Move to authorize the Mayor to sign the Provider of Choice contract with the Bonneville Power Administration.

Background/Summary:

The City of Ellensburg became a full-requirements customer of BPA in 1940. The current power sales agreement, signed in late 2008 (FY 2009), is known as the Regional Dialogue Contract. Power delivery began October 1, 2011, and will expire September 30, 2028.

The upcoming Provider of Choice (POC) refers to the multi-year initiative undertaken to develop and execute new long-term section 5(b) contracts.

Provider of Choice contract:

- POC Final Policy and Record of Decision completed March 2024.
- POC contract offered September 8, 2025, must be signed and returned by Dec. 5, 2025.
- Contract High watermarks (CHWMs) will be published ~ June 2026, Above-CHWM elections following.
- Power delivery begins October 1, 2028, and expires September 30, 2044.

Previous Council Action:

None

Analysis:

BPA's contract offer of power is based on determining the requesting utility's firm power load and its resources, i.e., net requirements. The City is currently a load following customer, where BPA supplies the City with the energy and peak net requirements on an hourly basis, and takes on the City's obligations. Ellensburg elected to continue with a Load Following contract out of three purchase obligation choices (Load Following, Slice/Block, Block) which determines how it receives its power from BPA.

In the Provider of Choice Policy, BPA continues using a tiered rate design methodology (similar to the last contract) for power sold at a Priority Firm (PF) rate where sales of power

under the contracts are subject to a two-tiered rate design. PF Tier 1 and PF Tier 2 rates will be determined in a 7(i) proceeding consistent with the Public Rate Design Methodology (PRDM), sometimes referred to as Rate Cases. The next rate case, BP-29, will set rates for the first two-year rate period under new long-term Provider of Choice contracts that go into effect Oct. 1, 2028. Under the Northwest Power Act, the BPA is required to establish rates using sound business principles for the sale of power and transmission services. BPA's rates are designed to recover costs associated with the generation or conservation of electrical power as well as costs associated with the transmission of non-federal power across BPA's bulk electric grid.

BPA typically releases the average effective rate increases for both power and transmission services, measured across all BPA ratepayers. The actual rate impact for each of BPA's 142 power and 410 transmission customers varies based on the services they purchase.

Both of the utility's trade associations, Western Public Agency Group (WPAG) and Northwest Requirements Utilities (NRU) were heavily involved in the development of this contract and have both recommended that their members sign as soon as possible. Additionally, NRU performed a deeper review of Ellensburg's specific Provider of Choice contract to compare exhibits and ensure accuracy against the previous Regional Dialogue Contract. Further, the City's outside council, Cable Houston, performed a legal review with focus on single large load requests.

The Utility Advisory Committee (UAC) discussed this item at their September 2025 meeting and forwarded a favorable recommendation to Council authorizing signature.

Upon Council approval, staff will immediately return the Ellensburg signed copy to BPA and anticipates BPA will execute the contracts as soon as possible, and return a copy once complete.

Financial Impact:

Similar to the City's current agreement with BPA, this Provider of Choice Contract secures power and transmission services to meet the City's total electric load needs 2028-2044. Choosing the Load-Following Product maintains the lowest risk and complexity of the three options, including addressing unique resource development and transmission risks associated with electrification load growth. This agreement insulates Ellensburg from direct power-market exposure and although detailed cost forecasts for the duration are not available, this agreement continues to prioritize low-cost and low-risk power and transmission to provide reliable service for City customers. BPA Rates for services will be established through the "Rate Case" process for each two years of the Provider of Choice Contract, and those costs will be included in future Electric Utility rate studies and financial planning as appropriate.

Budget Adjustment: No

Attachments:

1. 25027 Contract Offer Cover Ltr
2. Ellensburg Final POC Contract - 26PS-25027



Department of Energy

Bonneville Power Administration
Eastern Customer Service Center
1620 E Hawthorne Rd, PO Box 789
Mead, WA 99021

POWER SERVICES

September 8, 2025

In reply refer to: PSE-MEAD-GOB

Mr. Buddy Stanavich
Energy Services Director
City of Ellensburg
501 N Anderson Street
Ellensburg, WA 98926-3147

RE: Provider of Choice Contract Offer

Dear Buddy:

Attached for your consideration is an original electronic copy of City of Ellensburg's (Ellensburg) Power Sales Agreement, Contract No. 26PS-25027 (Agreement), between the Bonneville Power Administration (BPA) and Ellensburg. This new Agreement provides for the purchase of the Load Following product for the power delivery period of October 1, 2028 through September 30, 2044.

If you find the Agreement acceptable, please electronically sign and date the Agreement and return it to me by e-mail no later than 4:30 p.m. PST, December 5, 2025. Upon receipt, I will sign the Agreement and provide you with a fully executed electronic copy of the Agreement for your records. Please contact me if you need an arrangement different than an electronic offer and execution.

If BPA does not receive Ellensburg's signed Agreement by the deadline above, BPA's offer will become null and void.

If you have any questions please contact me at (509) 822-4590.

Sincerely,

HOPE ROSS

Digitally signed by HOPE
ROSS
Date: 2025.09.08
14:04:39 -07'00'

Hope Ross
Account Executive

Enclosure

POWER SALES AGREEMENT
executed by the
BONNEVILLE POWER ADMINISTRATION
and
CITY OF ELLENSBURG

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Exhibit A Net Requirements and Resources
Exhibit B Contract High Water Marks
Exhibit C Purchase Obligations
Exhibit D Additional Products and Special Provisions
Exhibit E Metering
Exhibit F Scheduling
Exhibit G This Exhibit Intentionally Left Blank

Exhibit H Renewable Energy Certificates and Environmental Attributes
Exhibit I Notices and Contact Information
Exhibit J Support Services; Additional Resource and Energy Storage Device Requirements

This POWER SALES AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and CITY OF ELLENSBURG (Ellensburg), hereinafter individually referred to as "Party" and collectively referred to as the "Parties". Ellensburg is a municipal corporation, organized and authorized under the laws of the State of Washington, to purchase and distribute electric power to serve retail consumers from its distribution system within its service area.

RECITALS

Ellensburg's power sales agreement Contract No. 09PB-13037 continues through September 30, 2028, and power sales under this Agreement begin on October 1, 2028. All obligations and liabilities accrued under Contract No. 09PB-13037 are preserved until satisfied.

BPA is a functionally separated organization with distinct administrative and decision-making activities for BPA's power and transmission functions. References in this Agreement to Power Services or Transmission Services are solely for the purpose of clarifying which BPA function is responsible for such administrative and decision-making activities.

BPA is authorized to market electric power to qualified entities eligible to purchase such power. Under Section 5(b)(1) of the Pacific Northwest Electric Power Planning and Conservation Act (Northwest Power Act), 16 U.S.C. § 839c(b)(1), BPA is obligated to offer a power sales agreement to any eligible customer for the sale and purchase of electric power to serve the customer's regional consumer load not served by the customer's resources.

In the final Provider of Choice Policy, March 2024 BPA proposed to develop the contracts requested under Section 5(b) of the Northwest Power Act consistent with a tiered rates pricing construct for the Section 7(b) rate, in order to provide signals and to encourage the timely development of regional power resource infrastructure to meet regional consumer loads under this Agreement.

This Agreement effectuates a Contract High Water Mark (CHWM) for Ellensburg that establishes the amount of power Ellensburg may purchase from BPA at Tier 1 Rates.

The Parties agree:

1. TERM

This Agreement takes effect on the date signed by the Parties and expires on September 30, 2044. Power sales by BPA to Ellensburg under this Agreement shall commence on October 1, 2028, provided that the Parties have completed any obligations required between the Effective Date and October 1, 2028 as specified under this Agreement.

Until October 1, 2028, section 19, Governing Law and Dispute Resolution will only apply to the extent there is a dispute regarding actions required under this Agreement that occur prior to October 1, 2028.

All obligations and liabilities accrued under this Agreement are preserved until satisfied.

2. DEFINITIONS

Capitalized terms below shall have the meaning stated. Capitalized terms that are not listed below are either defined within the section or exhibit in which the term is used, or if not so defined, shall have the meaning stated in BPA's applicable Power Rate Schedules, including the General Rate Schedule Provisions (GRSPs) or Public Rate Design Methodology (PRDM). Definitions in **bold** indicate terms that are both defined in the PRDM and that the Parties agree should conform to the PRDM as it may be revised. The Parties agree that if such definitions are revised pursuant to the PRDM, then BPA shall promptly and unilaterally amend this Agreement to incorporate such revised definitions from the PRDM, to the extent they are applicable.

- 2.1 **"5(b)/9(c) Policy"** means BPA's Policy on Determining Net Requirements of Pacific Northwest Utility Customers Under Sections 5(b)(1) and 9(c) of the Northwest Power Act issued May 23, 2000, and its revisions or successors.
- 2.2 **"7(i) Process"** means a public process conducted by BPA, pursuant to Section 7(i) of the Northwest Power Act, 16 U.S.C. § 839e(i), or its successor, to establish rates for the sale of power and other products.
- 2.3 **"Above-CHWM Load"** means the forecasted portion of a customer's Preliminary Net Requirement that is in excess of the customer's CHWM, if any, as determined in the Above-CHWM Load Process.
- 2.4 **"Above-CHWM Load Process"** means the public process conducted during each Forecast Year, in which BPA will calculate the following values for the upcoming Rate Period: (1) each customer's Preliminary Net Requirement; (2) adjusted CHWMs; and (3) each customer's Above-CHWM Load.
- 2.5 **"Annexed Load"** means existing load, distribution system (regardless of voltage), or service territory Ellensburg acquires after the Effective Date from another utility, by means of annexation, merger, purchase, trade, or other acquisition of rights, the acquisition of which BPA determines is consistent with BPA's standards of service and has been authorized by agreement between the impacted utilities or by a final state, regulatory, or court action. The Annexed Load must be served from distribution facilities of any voltage that are owned or acquired by Ellensburg.
- 2.6 **"Attribute Pools"** shall have the meaning as defined in section 2 of Exhibit H.

- 2.7 “Average Megawatts” or “aMW” means the amount of electric energy in megawatt-hours (MWh) during a specified period of time divided by the number of hours in such period.
- 2.8 “Balancing Authority” shall have the meaning as defined in section 1 of Exhibit F.
- 2.9 “Balancing Authority Area” shall have the meaning as defined in section 1 of Exhibit F.
- 2.10 “Block” or “Block Product” means a planned amount of Firm Requirements Power sold to a customer to meet a portion of its regional consumer load.
- 2.11 “Business Day(s)” means every Monday through Friday, except federal holidays.
- 2.12 “CHWM Contract” means the power sales agreement between a customer and BPA that contains a Contract High Water Mark (CHWM), and under which the customer purchases power from BPA at rates established by BPA in accordance with the PRDM.
- 2.13 “Committed Power Purchase Amount” means an amount of firm energy, listed in sections 3 and 4 of Exhibit A, that Ellensburg has agreed to supply and use to serve its Total Retail Load. Such amount is not attributed to a Specified Resource.
- 2.14 “Consumer-Owned Resource” means a Generating Resource connected to Ellensburg’s distribution system (regardless of voltage) from which the output is owned by a retail consumer, has a nameplate capability greater than 1.000 megawatt, is operated to serve load, and is not operated occasionally or intermittently as a back-up energy source at times of maintenance or forced outage. Consumer-Owned Resource does not include a resource where the owner of the resource is a retail consumer that exists solely for the purpose of selling wholesale power and for which Ellensburg only provides incidental station service energy for local use at the retail consumer’s generating plant for uses such as lighting, heat and the operation of auxiliary equipment.
- 2.15 “Contracted For, or Committed To” or “CF/CT” shall have the meaning as described in section 20.3.1.1.
- 2.16 “Contract High Water Mark” or “CHWM” means the amount of Firm Requirements Power (expressed in annual Average Megawatts) that a customer is eligible to access at Tier 1 Rates. The amount of Firm Requirements Power a customer purchases at Tier 1 Rates is limited to the lesser of its CHWM or its Net Requirement as established consistent with section 1 of Exhibit A.

- 2.17 “Contract High Water Mark (CHWM) Implementation Policy” means the policy that documents the process details around the FY 2026 CHWM Calculation Process and Above-CHWM Load Process.
- 2.18 “Cumulative Prior Load” shall have the meaning as established in section 20.3.5.2.
- 2.19 “Cycle” shall have the meaning as defined in section 6 of Exhibit J.
- 2.20 “Cycles per Day” shall have the meaning as defined in section 6 of Exhibit J.
- 2.21 “Dedicated Resource” means a Specified Resource or a Committed Power Purchase Amount listed in Exhibit A that Ellensburg is required by statute to provide or obligates itself to provide under this Agreement for use to serve its Total Retail Load.
- 2.22 “Dispatchable Resource” means a Specified Resource from which generation amounts can be intentionally increased or decreased by the resource owner or operator, and which has capacity capability greater than the energy capability as defined in Exhibit J.
- 2.23 “Diurnal” means the division of hours within a month between Heavy Load Hours (HLH) and Light Load Hours (LLH).
- 2.24 “Due Date” shall have the meaning as described in section 16.2.
- 2.25 “Effective Date” means the date on which this Agreement has been signed by both Ellensburg and BPA.
- 2.26 “Electronic Tag” or “E-Tag” shall have the meaning as defined in section 1 of Exhibit F.
- 2.27 “Eligible Annexed Load” shall have the meaning as defined in section 3.5.7.
- 2.28 “Emissions Allowance” shall have the meaning as defined in section 2 of Exhibit H.
- 2.29 “Energy Storage Device” or “ESD” means a facility used to hold generated electric energy for release at a later time. Energy Storage Devices include energy storage facilities such as batteries. In Exhibit J, BPA documents Energy Storage Devices with alternating current (AC) nameplates (in some cases stated as facility interconnection AC nameplates) greater than 1.000 megawatt.
- 2.30 “Environmental Attribute Accounting Process” shall have the meaning as defined in section 2 of Exhibit H.
- 2.31 “Environmental Attributes” shall have the meaning as defined in section 2 of Exhibit H.

- 2.32 “Existing Resource” means a Specified Resource listed in section 2 of Exhibit A that Ellensburg was obligated by contract or statute to use to serve Ellensburg’s Total Retail Load prior to October 1, 2023.
- 2.33 “Federal Columbia River Power System” or “FCRPS” means the integrated power system that includes, but is not limited to, the transmission system constructed and operated by BPA and the hydroelectric dams in the Pacific Northwest constructed and operated by the U.S. Army Corps of Engineers and the Bureau of Reclamation.
- 2.34 “FERC” means the Federal Energy Regulatory Commission, or its successor.
- 2.35 “Firm Requirements Power” means electric power that BPA sells under this Agreement and makes continuously available to Ellensburg to meet BPA’s obligations to Ellensburg under Section 5(b) of the Northwest Power Act.
- 2.36 “Fiscal Year” or “FY” means the period beginning each October 1 and ending the following September 30.
- 2.37 “Flat Annual Shape” means a distribution of energy having the same Average Megawatt value of energy in each month of the year.
- 2.38 “Flat Within-Month Shape” means a distribution of energy having the same Average Megawatt value of energy in each Diurnal period of the month.
- 2.39 “Forecast Year” means the Fiscal Year ending one full year prior to the commencement of a Rate Period.
- 2.40 “FY 2026 CHWM Calculation Process” means the public process where BPA shall calculate each customer’s CHWM in accordance with section 2.4 of the Provider of Choice Policy, March 2024, as amended or revised.
- 2.41 “Generating Resource” means any source or amount of electric power from an identified electricity-producing unit, and for which the amount of power received by Ellensburg or Ellensburg’s retail consumer is determined by the power produced from such identified electricity-producing unit. Such unit may be owned by Ellensburg or Ellensburg’s retail consumer in whole or in part, or all or any part of the output from such unit may be owned for a defined period by contract.
- 2.42 “Heavy Load Hours” or “HLH” shall have the meaning as defined in section 1 of Exhibit F.
- 2.43 “HLH Diurnal Shape” means a distribution of energy between the Diurnal periods in which more megawatt-hours per hour are applied in the Heavy Load Hour (HLH) periods than megawatt-hours per hour applied in the Light

Load Hour (LLH) periods. Such distributions are determined by Ellensburg consistent with section 8 of Exhibit A.

- 2.44 “Hours of Maximum Discharge” shall have the meaning as defined in section 6 of Exhibit J.
- 2.45 “Interchange Points” shall have the meaning as defined in section 1 of Exhibit F.
- 2.46 “Inventory” or “Inventories” shall have the meaning as defined in section 2 of Exhibit H.
- 2.47 “Issue Date” shall have the meaning as described in section 16.1.
- 2.48 “Joint Operating Entity” or “JOE” means an entity that meets the requirements of Section 5(b)(7) of the Northwest Power Act.
- 2.49 “Light Load Hours” or “LLH” shall have the meaning as defined in section 1 of Exhibit F.
- 2.50 “Low Voltage Segment” means the facilities of a Third-Party Transmission Provider that are below 34.5kV.
- 2.51 “Maximum Charge Rate” shall have the meaning as defined in section 6 of Exhibit J.
- 2.52 “Maximum Potential CHWM” shall have the meaning as defined in section 1.2.5 of Exhibit B.
- 2.53 “Maximum Single Hour Discharge” shall have the meaning as defined in section 6 of Exhibit J.
- 2.54 “Net Requirement” means the amount of electric power that a customer may purchase from BPA to serve its Total Retail Load, minus amounts of its Dedicated Resources shown in Exhibit A, as determined consistent with Section 5(b)(1) of the Northwest Power Act.
- 2.55 “New Large Single Load” or “NLSL” shall have the meaning as specified in Section 3(13) of the Northwest Power Act and in the April 2001 Bonneville Power Administration New Large Single Load Policy or its successor (BPA’s NLSL Policy).
- 2.56 “New Resource” means: (1) a Specified Resource listed in section 2 of Exhibit A that Ellensburg was or is obligated by contract to use to serve Ellensburg’s Total Retail Load after September 30, 2023, and (2) any Committed Power Purchase Amounts listed in Exhibit A.

- 2.57 **“New Resource Rate”** or **“NR Rate”** means the rate for requirements firm power sold to an investor-owned utility (IOU) or public customer pursuant to Section 7(f) of the Northwest Power Act, 16 U.S.C. § 839e(c).
- 2.58 **“Northwest Power Act”** means the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. § 839 et seq., Public Law No. 96-501, as amended.
- 2.59 **“On-Site Consumer Load”** means the load of an identified retail consumer of Ellensburg that is electrically interconnected at the same Point of Delivery to Ellensburg’s system with a Consumer-Owned Resource of that same identified retail consumer. Such load does not utilize BPA or Third-Party Transmission Provider transmission facilities to deliver the generation from the Consumer-Owned Resource to the consumer load.
- 2.60 **“Open Access Transmission Tariff”** or **“OATT”** shall have the meaning as defined in section 1 of Exhibit F.
- 2.61 **“Peak Load Variance Service”** or **“PLVS”** means a resource-capacity planning-based service for instances when planned load exceeds expected load forecast values.
- 2.62 **“Planned NLSL”** means the load at a facility that BPA and a customer have agreed, pursuant to the provisions of Section V.B. of BPA’s NLSL Policy, is expected to become an NLSL during the facility’s next consecutive 12-month monitoring period.
- 2.63 **“Planned Transmission Outage”** shall have the meaning as defined in section 1 of Exhibit F.
- 2.64 **“Point of Delivery”** or **“POD”** means the point where power is transferred from a transmission provider to Ellensburg.
- 2.65 **“Point of Metering”** or **“POM”** means the point at which power is measured.
- 2.66 **“Potential NLSL”** means a load at a facility that BPA determines is capable of growing ten Average Megawatt or more in a consecutive 12-month monitoring period that may qualify as an NLSL.
- 2.67 **“Power Services”** means the organization, or its successor organization, within BPA that is responsible for the management and sale of BPA-provided electric power.
- 2.68 **“Preliminary Net Requirement”** means a customer’s annual Net Requirement prior to accounting for any New Resources a customer may elect to serve its Above-CHWM Load. Preliminary Net Requirement is determined as the forecasted annual Total Retail Load less Existing Resources, NLSLs, Specified Resources added to Tier 1 Allowance Amount, and Consumer-

Owned Resources serving On-Site Consumer Load, as determined in the Above-CHWM Load Process.

- 2.69 “Primary Points of Receipt” shall have the meaning as defined in section 14.1.
- 2.70 **“Public Rate Design Methodology” or “PRDM”** means the methodology describing the manner in which BPA will collect a portion of its Power Revenue Requirement from public customers with a CHWM Contract through a combination of charges, credits, fees, and discounts, as well as the terms and conditions related to any potential changes to the methodology.
- 2.71 **“Qualified Capacity Contribution” or “QCC”** means the megawatt quantity of capacity provided by a resource, contract, or portfolio as defined by the Western Resource Adequacy Program (WRAP).
- 2.72 **“Rate Case Year”** means the Fiscal Year ending prior to the commencement of a Rate Period. The Rate Case Year immediately follows the Forecast Year and is the year in which the 7(i) Process for the next Rate Period is conducted.
- 2.73 **“Rate Period”** means the period of time during which a specific set of rates established by BPA pursuant to the PRDM is intended to remain in effect.
- 2.74 **“Region”** means the Pacific Northwest as defined in Section 3(14) of the Northwest Power Act.
- 2.75 **“Renewable Energy Certificates” or “Renewable Energy Credits” or “RECs”** shall have the meaning as defined in section 2 of Exhibit H.
- 2.76 **“Retire” or “Retirement”** shall have the meaning as defined in section 2 of Exhibit H.
- 2.77 **“Resource Diurnal Shape”** means a distribution of energy within each Diurnal period that a Specified Resource is expected to produce, as agreed to by the Parties in accordance with section 3.4.1(1).
- 2.78 **“Resource Monthly Shape”** means a distribution of energy within each month that a Specified Resource is expected to produce, as agreed to by the Parties in accordance with section 3.4.1(1).
- 2.79 **“Resource Support Services” or “RSS”** means a suite of services BPA Power Services provides to integrate federal and non-federal resources defined in Exhibit J and priced in each regular 7(i) Process consistent with chapter 6 of the PRDM.
- 2.80 **“Round Trip Efficiency”** shall have the meaning as defined in section 6 of Exhibit J.

- 2.81 “Scheduling Points of Receipt” shall have the meaning as defined in section 14.1.
- 2.82 “Slice/Block Product” means a customer’s purchase obligation under the Slice Product and the Block Product to meet its regional consumer load obligation as described in section 3.1 of the Slice/Block Product CHWM Contract.
- 2.83 “Slice Percentage” means the percentage used to determine the amount of the Slice Product a customer purchases, pursuant to its CHWM Contract.
- 2.84 “Slice Product” means the power product defined in section 5 of the Slice/Block Product CHWM Contract.
- 2.85 “Small Utility Adjustment” means the subsequent CHWM adjustment as provided in section 2.4.2.1 of the Provider of Choice Policy, March 2024, as amended or revised.
- 2.86 “Specified Resource” means a Generating Resource that has a nameplate capability or maximum hourly purchase amount greater than 1.000 megawatt, that a customer is required by statute or has agreed to use to serve its Total Retail Load. Each such resource is identified as a specific Generating Resource listed in sections 2 and 4 of Exhibit A.
- 2.87 “Storage Capacity” shall have the meaning as defined in section 6 of Exhibit J.
- 2.88 “Submitted Schedule” shall have the meaning as defined in section 3.7.
- 2.89 “Support Services” means a suite of services Power Services provides to customers, including RSS and other Support Services, as defined in Exhibit J and priced in each 7(i) Process consistent with chapter 6 of the PRDM.
- 2.90 “Surplus Firm Power” means firm power that is in excess of BPA’s obligations, including those incurred under Sections 5(b), 5(c), and 5(d) of the Northwest Power Act, as available.
- 2.91 “Third-Party Transmission Provider” means a transmission provider other than BPA that provides transmission service to serve Ellensburg’s load.
- 2.92 “Tier 1 Allowance Amount” means the aggregate total nameplate capacity of qualifying Specified Resources listed in section 2 of Exhibit A that Ellensburg is applying to offset its purchase obligation in accordance with section 3.5.2.
- 2.93 “**Tier 1 Marginal Energy True-Up**” means an end-of-Fiscal-Year process that evaluates the difference between forecast and actual energy usage and aligns that difference with appropriate Tier 1 Rate and market-based pricing levels, as described in chapter 4.2 of the PRDM.

- 2.94 “Tier 1 Rate(s)” shall have the meaning as described in chapter 4 of the PRDM.
- 2.95 “Tier 2 Long-Term Rate” means a Tier 2 Rate at which customers may elect to purchase Firm Requirements Power in accordance with section 2.3 of Exhibit C.
- 2.96 “Tier 2 Rate(s)” shall have the meaning as described in chapter 5 of the PRDM.
- 2.97 “Tier 2 Short-Term Rate” means a Tier 2 Rate at which customers may elect to purchase Firm Requirements Power in accordance with section 2.4 of Exhibit C.
- 2.98 “Tier 2 Vintage Rate” means a Tier 2 Rate(s) at which customers may elect to purchase Firm Requirements Power in accordance with section 2.5 of Exhibit C.
- 2.99 “Total Retail Load” or “TRL” means all retail electric power consumption, including electric system losses, within a customer’s electrical system, excluding:
- (1) those loads BPA and the customer have agreed are non-firm or interruptible loads,
 - (2) loads of other utilities served by such customer, and
 - (3) any loads not on such customer’s electrical system or not within such customer’s service territory, unless specifically agreed to by BPA.
- 2.100 “Transfer Service” means the transmission, distribution and other services provided by a Third-Party Transmission Provider to BPA to serve customer load over its transmission system, as listed in Exhibit E.
- 2.101 “Transfer Service Eligible Resource” means any (1) Dedicated Resource serving Total Retail Load, (2) Consumer-Owned Resource serving On-Site Consumer Load, or (3) any new non-federal resource pursuant to section 14.6.7.2.
- 2.102 “Transmission Curtailment” shall have the meaning as defined in section 1 of Exhibit F.
- 2.103 “Transmission Curtailment Management Service” or “TCMS” shall have the meaning as defined in section 1 of Exhibit F.
- 2.104 “Transmission Event” shall have the meaning as defined in section 1 of Exhibit F.

- 2.105 “Transmission Scheduling Service” or “TSS” shall have the meaning as defined in section 1 of Exhibit F.
- 2.106 “Transmission Scheduling Service-Full” or “TSS-Full” shall have the meaning as defined in section 1 of Exhibit F.
- 2.107 “Transmission Scheduling Service-Partial” or “TSS-Partial” shall have the meaning as defined in section 1 of Exhibit F.
- 2.108 “Transmission Services” means the organization, or its successor organization, within BPA that is responsible for the management and sale of transmission service on the Federal Columbia River Transmission System.
- 2.109 “Transmission System Delivery Plan” or “Delivery Plan” means the plan for each Dedicated Resource serving Ellensburg’s load or Consumer-Owned Resource serving On-Site Consumer Load that states the transmission system of the load that resource will serve.
- 2.110 “Uncontrollable Force” shall have the meaning as defined in section 18.
- 2.111 “Vintage Resource” shall have the meaning as defined in section 2.5 of Exhibit C.

3. LOAD FOLLOWING POWER PURCHASE OBLIGATION

3.1 Purchase Obligation

From October 1, 2028, and continuing through September 30, 2044, BPA shall sell and make available, and Ellensburg shall purchase, Firm Requirements Power in hourly amounts equal to Ellensburg’s hourly Total Retail Load minus the hourly firm energy from each of Ellensburg’s Dedicated Resources listed in sections 2, 3, and 4 of Exhibit A and Consumer-Owned Resources listed in sections 7.1, 7.3, and 7.4 of Exhibit A. Ellensburg shall determine the hourly firm energy from each of its Dedicated Resources pursuant to section 3.3. Such amounts of energy are subject to change pursuant to section 3.5 and section 10.

3.2 Take or Pay

Ellensburg shall pay for the Firm Requirements Power it is obligated to purchase and that BPA makes available under section 3.1, at the rates BPA establishes in a 7(i) Process pursuant to the PRDM, as applicable to such power, whether or not Ellensburg took delivery of such power.

3.3 Application of Dedicated Resources

Ellensburg shall serve a portion of its Total Retail Load with the Dedicated Resources listed in Exhibit A as follows:

- (1) Specified Resources, listed in section 2 of Exhibit A, and

- (2) Committed Power Purchase Amounts, listed in section 3.1 of Exhibit A.

Ellensburg shall use its Dedicated Resources to serve its Total Retail Load, and the Parties shall specify amounts of such Dedicated Resources in Exhibit A as stated below for each specific resource and type. BPA shall use the amounts listed in Exhibit A in determining Ellensburg's Net Requirement. The amounts listed are not intended to govern how Ellensburg operates its Specified Resources, except for those resources applied to the Tier 1 Allowance Amount and those resources supported with RSS from BPA.

3.3.1 Specified Resources

3.3.1.1 Application of Specified Resources

Ellensburg shall apply the output of all Specified Resources, listed in section 2 of Exhibit A, to Ellensburg's Total Retail Load in predefined hourly amounts consistent with section 3.7 except for those Specified Resources applied to Ellensburg's Tier 1 Allowance Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources that Ellensburg is supporting with RSS from BPA. For those Specified Resources applied to Ellensburg's Tier 1 Allowance Amount, Ellensburg shall apply all of the output as it is generated to Ellensburg's Total Retail Load. Ellensburg shall apply all Existing Resources that are Dispatchable Resources consistent with section 4 of Exhibit J. Ellensburg shall apply all Specified Resources supported with RSS from BPA to Ellensburg's Total Retail Load consistent with section 3 of Exhibit J.

3.3.1.2 Determining Specified Resource Amounts

For each Specified Resource, BPA, in consultation with Ellensburg, shall determine firm energy amounts for each Diurnal period and peak amounts for each month beginning with the later of the date the resource was dedicated to load or October 1, 2028, through the earlier of the date the resource will be permanently removed or September 30, 2044, and BPA shall list such amounts in section 2 of Exhibit A. BPA shall determine such amounts consistent with the 5(b)/9(c) Policy, and using the allowable shapes established in section 3.4.

3.3.2 Committed Power Purchase Amounts

3.3.2.1 Application of Committed Power Purchase Amounts

To serve Ellensburg's Above-CHWM Load that it commits to meet with Dedicated Resources in Exhibit C, Ellensburg shall provide and use Committed Power Purchase Amounts to meet any amount of such load not met with its Specified Resources

during each Rate Period. Ellensburg shall apply its Committed Power Purchase Amounts, listed in section 3 of Exhibit A, to Ellensburg's Total Retail Load in predefined hourly amounts consistent with section 3.7.

3.3.2.2 Determining Committed Power Purchase Amounts

By March 31 of each Rate Case Year, BPA shall calculate and update the table in section 3.1.2 of Exhibit A with Ellensburg's Committed Power Purchase Amounts for each year of the upcoming Rate Period. BPA shall calculate such Committed Power Purchase Amounts using the monthly and Diurnal shapes stated in section 3.1.1 of Exhibit A. Upon termination or expiration of this Agreement, any Committed Power Purchase Amounts listed in Exhibit A shall expire, and Ellensburg shall have no further obligation to apply Committed Power Purchase Amounts.

3.4 Shaping of Dedicated Resources

Ellensburg's Dedicated Resource amounts shall be shaped as follows.

3.4.1 Initial Monthly and Diurnal Resource Shapes

BPA shall initially state Ellensburg's Dedicated Resource amounts in Exhibit A with one of the following shapes:

- (1) Specified Resources in the amount of energy within each month and Diurnal period of a year that each resource is expected to generate output as determined pursuant to section 3.3.1.2; and
- (2) Committed Power Purchase Amounts in equal megawatt amounts for each hour in a year.

3.4.2 Reshaping Dedicated Resources

By October 31, 2027, and by October 31 of each Rate Case Year thereafter, Ellensburg may elect in writing, pursuant to section 3.4.3, to reshape its amounts of Dedicated Resources listed in sections 2 and 3.1 of Exhibit A, except for those Specified Resources applied to Ellensburg's Tier 1 Allowance Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources Ellensburg is supporting with RSS from BPA, for the next Rate Period. After BPA receives such written notice from Ellensburg, BPA shall, by the following March 31, revise Exhibit A to reflect such election.

3.4.3 Monthly and Diurnal Reshaping Options

Consistent with section 3.4.2, Ellensburg may elect to reshape one or more of its Dedicated Resources using the allowable shapes described below. If Ellensburg elects to reshape its Specified Resources, then Ellensburg shall elect both a monthly and a Diurnal shape for each Specified Resource that is reshaped. If Ellensburg elects to reshape its Committed Power Purchase Amounts, then the applicable monthly

shape will be the Flat Annual Shape and Ellensburg shall elect a Diurnal shape.

3.4.3.1 Specified Resources

For each Specified Resource listed in section 2 of Exhibit A Ellensburg may elect to apply each resource, in any of the following shapes:

- (1) Monthly shapes: (A) Resource Monthly Shape; or (B) Flat Annual Shape.
- (2) Diurnal shapes: (A) Resource Diurnal Shape; (B) Flat Within-Month Shape; or (C) HLH Diurnal Shape.

3.4.3.2 Committed Power Purchase Amounts

Ellensburg may elect to apply its Committed Power Purchase Amounts, listed in section 3.1 of Exhibit A, in either of the following Diurnal shapes: (A) Flat Within-Month Shape; or (B) HLH Diurnal Shape.

3.4.4 Hourly Resource Shape

Ellensburg shall apply its Dedicated Resources stated in sections 2 and 3.1 of Exhibit A in equal megawatt amounts during all LLH of a month and in equal megawatt amounts during all HLH of a month, except for those Specified Resources applied to Ellensburg's Tier 1 Allowance Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources Ellensburg is supporting with RSS from BPA.

3.5 Changes to Dedicated Resources

3.5.1 Specified Resource Additions to Meet Above-CHWM Load

With written notice to BPA by July 31 of a Forecast Year, Ellensburg may elect to add Specified Resources to section 2 of Exhibit A, with amounts effective at the start of the upcoming Rate Period, to meet any obligation Ellensburg may have in Exhibit C to serve its Above-CHWM Load with Dedicated Resources. The following apply for such Specified Resources:

- (1) BPA shall determine amounts for such Specified Resources in accordance with section 3.3.1.2.
- (2) Ellensburg may elect to reshape such Specified Resources in accordance with section 3.4.3, or may elect to purchase RSS from BPA to support such Specified Resources.

BPA shall revise Exhibit A consistent with Ellensburg's elections by March 31 following Ellensburg's elections under this section 3.5.1.

3.5.2 Specified Resources Added to Tier 1 Allowance Amount

At any time over the term of the Agreement and by written notice to BPA, Ellensburg may request for BPA to add Specified Resources that meet the qualifying criteria in section 3.5.2.2 to its Tier 1 Allowance Amount in section 2 of Exhibit J. BPA shall review such request and revise Exhibit A as soon as reasonably practical to include such resources, provided that BPA determines in its sole discretion that the Specified Resources meet such qualifying criteria. Any qualifying Specified Resource included in the Tier 1 Allowance Amount shall remain in the Tier 1 Allowance Amount for the term of the Agreement unless the resource is removed consistent with section 3.5.6. Any qualifying Specified Resource included in the Tier 1 Allowance Amount shall be treated as an Existing Resource for purposes of temporary resource removal as provided in section 10. Ellensburg's qualifying Specified Resources included in the Tier 1 Allowance Amount may be subject to charges pursuant to the applicable Power Rate Schedules and GRSPs.

3.5.2.1 Tier 1 Allowance Amount Limit

Ellensburg's Tier 1 Allowance Amount shall be limited to the amount stated in section 2 of Exhibit J, and shall not exceed the lesser of 5 MW or 50 percent of Ellensburg's CHWM reflected as a megawatt value. Such value will be considered the Tier 1 Allowance Amount limit. If BPA changes Ellensburg's CHWM consistent with section 1.2 of Exhibit B, then BPA shall recalculate Ellensburg's Tier 1 Allowance Amount limit and update Exhibit J if necessary. If Ellensburg has a reduction to its CHWM, then BPA shall determine whether a reduction in the Tier 1 Allowance Amount limit is appropriate. In the event that BPA reduces Ellensburg's Tier 1 Allowance Amount limit, BPA will determine on a case-by-case basis the treatment of Ellensburg's resource(s).

3.5.2.2 Qualifying Specified Resources For Tier 1 Allowance Amount

Any Specified Resource Ellensburg elects to add to its Tier 1 Allowance Amount must meet the following qualifying criteria:

- (1) the Specified Resource is a New Resource;
- (2) the Specified Resource is connected to Ellensburg's distribution system, regardless of voltage, and does not utilize BPA or Third-Party Transmission Provider transmission facilities; and,
- (3) the Specified Resource reduces Ellensburg's Total Retail Load.

3.5.3 Resource Additions for a BPA Insufficiency Notice

If BPA provides Ellensburg a notice of insufficiency and reduces its purchase obligation, in accordance with section 20.2, then Ellensburg may temporarily add Dedicated Resources to replace amounts of Firm Requirements Power BPA will not be providing due to insufficiency. The Parties shall revise Exhibit A to reflect such additions.

3.5.4 Decrements for 9(c) Export

If BPA determines, in accordance with section 20.6, that an export of a Specified Resource listed in section 2 of Exhibit A requires a reduction in the amount of Firm Requirements Power BPA sells Ellensburg, then BPA shall notify Ellensburg of the amount and duration of the reduction in Ellensburg's Firm Requirements Power purchases from BPA. Within 20 calendar days of such notification Ellensburg may temporarily add a Specified Resource to section 2 of Exhibit A in the amount and for the duration of such decrement. If Ellensburg does not add a Specified Resource to meet such decrement, then within 30 calendar days of such notification BPA shall add Committed Power Purchase Amounts to section 3.2 of Exhibit A in the amount and for the duration of such decrement.

3.5.5 Temporary Resource Removal

By March 31 of each Rate Case Year, BPA shall revise Ellensburg's Dedicated Resource amounts listed in the tables of Exhibit A consistent with Ellensburg's resource removal elections made in accordance with section 10.

3.5.6 Permanent Discontinuance of Resources

Ellensburg may permanently remove a Specified Resource listed in section 2 of Exhibit A, consistent with the 5(b)/9(c) Policy on statutory discontinuance for permanent removal. If BPA makes a determination that Ellensburg's Specified Resource has met BPA's standards for a permanent removal, then BPA shall revise Exhibit A accordingly. If Ellensburg does not replace such resource with another Dedicated Resource, then Ellensburg's additional Firm Requirements Power purchases under this Agreement, as a result of such a resource removal, shall be subject to the applicable rates or charges as established in the Power Rate Schedules and GRSPs.

3.5.7 Resource Additions for Annexed Loads

If Ellensburg acquires an Annexed Load, Ellensburg may add Dedicated Resources to Exhibit A, subject to sections 3.5.7.1 and 3.5.7.2 below, to serve amounts of such Annexed Load that are Eligible Annexed Load. "Eligible Annexed Load" means an Annexed Load: (1) that is added after the Effective Date, and (2) for which Ellensburg did not receive a CHWM addition pursuant to section 1.2.2 of Exhibit B.

- 3.5.7.1 During the Rate Period in which Ellensburg acquires an Eligible Annexed Load, Ellensburg may serve such load for the remainder of that Rate Period with Dedicated Resources in the shape of the load, as negotiated by the Parties, or with additional power purchased from BPA. If Ellensburg elects to serve such load with Dedicated Resources, then Ellensburg shall apply such resources for the remainder of the Rate Period. If Ellensburg elects to purchase additional power from BPA for the Annexed Load, then during that Rate Period such power purchases shall be subject to the applicable rates or charges as established in the Power Rate Schedules and GRSPs and as applicable to the shape of the Eligible Annexed Load.
- 3.5.7.2 For all Rate Periods after the Rate Period when Ellensburg acquires an Eligible Annexed Load, Ellensburg shall serve such load pursuant to Ellensburg's elections and either (1) apply Dedicated Resources or (2) purchase Firm Requirements Power at the applicable rates or charges as established in the Power Rate Schedules and GRSPs.

3.5.8 Resource Additions/Removals for NLSLs

- 3.5.8.1 To serve a Planned NLSL or an NLSL listed in Exhibit D that is added after the Effective Date, Ellensburg may add Dedicated Resources to section 4 of Exhibit A. Ellensburg may discontinue serving its NLSL with the Dedicated Resources listed in section 4 of Exhibit A if BPA determines that Ellensburg's NLSL is no longer: (1) an NLSL, or (2) in Ellensburg's service territory.
- 3.5.8.2 If Ellensburg elects to serve a Planned NLSL or an NLSL with Dedicated Resources, then Ellensburg shall specify in section 4 of Exhibit A the maximum monthly and Diurnal Dedicated Resource amounts that Ellensburg plans to use to serve the NLSL. Ellensburg shall establish such firm energy amounts and BPA shall state such amounts in section 4 of Exhibit A for each month beginning with the date the resource was dedicated to the Planned NLSL or NLSL through the earlier of the date the resource will be removed or September 30, 2044. Ellensburg shall serve the actual load of the Planned NLSL or NLSL up to such maximum amounts with such Dedicated Resource amounts. To the extent that the load at a Planned NLSL or an NLSL is less than the maximum amount in any monthly or Diurnal period, Ellensburg shall have no right or obligation to use such amounts to serve load other than a Planned NLSL or an NLSL. Specific arrangements to match such resources to the Planned NLSL or NLSL on an hourly basis shall be established in Exhibit D.

3.5.9 PURPA Resources

If Ellensburg is required by the Public Utility Regulatory Policies Act (PURPA) to acquire output from a Generating Resource and plans to use that output to serve its Total Retail Load, then such output shall be added as a Specified Resource pursuant to Exhibit A. Ellensburg shall purchase RSS from BPA (or equivalent service) to support such resources for the term of this Agreement.

3.6 Consumer-Owned Resources

Except for any Consumer-Owned Resources serving a Planned NLSL or an NLSL, which Ellensburg has applied to load consistent with section 20.3, Ellensburg shall apply the output of Consumer-Owned Resources as follows:

3.6.1 Existing Consumer-Owned Resources

Ellensburg shall designate, in sections 7.1, 7.2, or 7.3 of Exhibit A, the extent that each existing Consumer-Owned Resource as of the Effective Date will or will not serve On-Site Consumer Load. Ellensburg shall make such designation to BPA in writing no later than 60 calendar days after BPA publishes, to its publicly available website, Ellensburg's final CHWMs from the FY 2026 CHWM Calculation Process. Such designation shall apply for the term of this Agreement.

3.6.2 New Consumer-Owned Resources

Ellensburg shall designate the extent that each Consumer-Owned Resource commencing commercial operation after the Effective Date will or will not serve On-Site Consumer Load. Ellensburg shall make such designation to BPA in writing within 120 days of energization of such resource. Such designation shall apply for the term of this Agreement.

Consistent with Ellensburg's designations, BPA shall list Consumer-Owned Resources serving On-Site Consumer Load in section 7.1 of Exhibit A, Consumer-Owned Resources not serving On-Site Consumer Load in section 7.2 of Exhibit A, and Consumer-Owned Resources serving both On-Site Consumer Load and load other than On-Site Consumer Load in section 7.3 of Exhibit A.

3.6.3 Application of Consumer-Owned Resources Serving On-Site Consumer Load

Power generated from Consumer-Owned Resources listed in section 7.1 of Exhibit A shall serve On-Site Consumer Load. Ellensburg shall ensure that a Consumer-Owned Resource does not exceed the On-Site Consumer Load such resource serves. If a Consumer-Owned Resource exceeds the On-Site Consumer Load, then BPA may adjust Ellensburg's Total Retail Load used to bill for energy purchases to ensure Ellensburg pays for energy that was otherwise displaced by the amount of generation of the Consumer-Owned

Resource that exceeds the On-Site Consumer Load on any hour. BPA shall determine in its sole discretion whether to make any adjustment based on information Ellensburg provides to BPA as follows:

- (1) Commensurate with Ellensburg's designation under section 3.6.2 above, Ellensburg shall provide BPA information demonstrating that the Consumer-Owned Resource's forecasted generation will not exceed the On-Site Consumer Load it is intended to serve on a monthly basis. Examples of such information include but are not limited to consumer load projections and monthly generation projections for the generating equipment to be installed.
- (2) If Ellensburg has not provided sufficient information, or if the Consumer-Owned Resource exceeds On-Site Consumer Load, then Ellensburg shall in accordance with section 15 and section 17.3 of this Agreement: (A) install metering on the On-Site Consumer Load, or (B) provide BPA hourly meter data of the On-Site Consumer Load on a monthly basis in a format specified by BPA.

Ellensburg shall provide notice to BPA of any significant changes to an On-Site Consumer Load amount as soon as practicable but no later than 60 calendar days after the change.

Ellensburg must ensure that the Consumer-Owned Resources do not cause negative flow through Ellensburg's Point of Delivery behind which the resource is located. If negative flow occurs, then BPA shall pass through and Ellensburg shall pay any costs assessed to BPA resulting from such flow.

3.6.4 Application of Consumer-Owned Resources Serving Load Other than On-Site Consumer Load

Ellensburg shall ensure that power generated from Consumer-Owned Resources listed in section 7.2 of Exhibit A, which serves load other than On-Site Consumer Load, is scheduled for delivery and: (1) sold to another utility in the Region to serve its Total Retail Load, (2) used by Ellensburg to serve its Total Retail Load (consistent with section 3.3), (3) marketed as an export, or (4) any combination of (1), (2), and (3) above.

3.6.5 Application of Consumer-Owned Resources Serving Both On-Site Consumer Load and Load Other than On-Site Consumer Load

If Ellensburg designates a Consumer-Owned Resource to serve both On-Site Consumer Load and load other than On-Site Consumer Load, then Ellensburg shall select either Option A or Option B below.

3.6.5.1 Option A: Maximum Consumer-Owned Resource Amounts Serving On-Site Consumer Load

If Ellensburg selects this Option A, then Ellensburg shall specify, in section 7.3 of Exhibit A, the maximum hourly amounts of an identified On-Site Consumer Load that are to be served with power generated by an identified Consumer-Owned Resource. Such amounts shall be specified as Diurnal megawatt amounts, by month, and shall apply in all years for the term of this Agreement. Such amounts are not subject to change in accordance with section 3.6.6.

On any hour that the On-Site Consumer Load is less than or equal to the specified maximum hourly amounts, all such On-Site Consumer Load shall be served by Ellensburg with the identified Consumer-Owned Resource or with power other than Firm Requirements Power. Any hourly amounts of the identified On-Site Consumer Load greater than the specified maximum hourly amounts will be served with Firm Requirements Power. Any power generated from the identified Consumer-Owned Resource greater than the specified maximum hourly amounts will be applied to load other than On-Site Consumer Load in accordance with section 3.6.4.

3.6.5.2 Option B: Maximum Firm Requirements Power Serving On-Site Consumer Load

If Ellensburg selects this Option B, then Ellensburg shall specify, in section 7.3 of Exhibit A, the maximum hourly amounts of an identified On-Site Consumer Load that are to be served with Firm Requirements Power. Such amounts shall be specified as Diurnal megawatt amounts, by month, and shall apply in all years for the term of this Agreement. Such amounts are not subject to change in accordance with section 3.6.6.

On any hour that On-Site Consumer Load is less or equal to the specified maximum hourly amounts, all such On-Site Consumer Load shall be served with Firm Requirements Power. Ellensburg shall serve any hourly amounts of the identified On-Site Consumer Load greater than the specified maximum hourly amounts with power generated by the identified Consumer-Owned Resource or with power other than Firm Requirements Power. Any power generated from the identified Consumer-Owned Resource greater than the amounts required to be used to serve the On-Site Consumer Load shall be applied to load other than On-Site Consumer Load in accordance with section 3.6.4.

3.6.6 Changes to Consumer-Owned Resources

Prior to each Fiscal Year Ellensburg shall notify BPA in writing of any changes in ownership, expected resource output, or other characteristic of Consumer-Owned Resources identified in section 7 of Exhibit A. If a Consumer-Owned Resource has permanently ceased operation and Ellensburg notifies BPA of such cessation, then BPA shall revise section 7 of Exhibit A to reflect such change as long as BPA agrees the determination is reasonable.

3.6.7 Application of Consumer-Owned Resources Serving a Planned NLSL or NLSL

If Ellensburg is serving a Planned NLSL or an NLSL with Consumer-Owned Resource amounts pursuant to section 20.3 and section 1 of Exhibit D, then BPA shall list such resources in section 7.4 of Exhibit A. Requirements for Ellensburg's application of Consumer-Owned Resources serving Planned NLSLs and NLSL are included in section 20.3 and section 1 of Exhibit D.

3.6.8 Data Requirements for Consumer-Owned Resources

Ellensburg shall meter all Consumer-Owned Resources listed in section 7 of Exhibit A and shall provide such meter data to BPA pursuant to section 17.3.

3.7 Hourly Dedicated Resource Schedule

By June 30 of each Rate Case Year, Ellensburg shall provide BPA an hourly schedule(s), in whole megawatt amounts consistent with section 3.7.3 and in the format described in section 3.7.2, for its Dedicated Resources with amounts in each hour, calculated pursuant to section 3.7.1, for each year of the upcoming Rate Period ("Submitted Schedule"). Ellensburg shall schedule such hourly amounts to its Total Retail Load consistent with section 13.

3.7.1 Schedule Amounts

The amounts in the Submitted Schedule shall equal the monthly and Diurnal amounts for each Dedicated Resource listed in the tables in sections 2 and 3 of Exhibit A except for those Specified Resources applied to Ellensburg's Tier 1 Allowance Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources supported with RSS. The hourly amounts in the Submitted Schedule shall be determined in accordance with section 3.4.4.

If the amounts in the Submitted Schedule change in accordance with section 3.5, then Ellensburg shall send BPA a revised Submitted Schedule including the updated amounts within five Business Days of such amounts being updated in Exhibit A.

3.7.2 Schedule Format

Ellensburg shall provide the Submitted Schedule to BPA electronically in a comma-separated-value (csv) format with the time/date stamp in

the first column and load amounts, with units of measurement specified, in the following column.

3.7.3 Whole Megawatt Amounts

If Ellensburg's Submitted Schedule would otherwise have amounts in fractional megawatts-per-hour, then Ellensburg shall vary its hourly amounts by one megawatt in some hours so that over the course of the applicable month the amounts as scheduled in whole megawatts sum to the appropriate total.

3.8 Transfer of Renewable Energy Certificates

BPA shall provide any applicable Renewable Energy Certificates (RECs), emission accounting information, and non-emitting generation accounting information to Ellensburg in accordance with Exhibit H.

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6. PUBLIC RATE DESIGN METHODOLOGY

6.1 The PRDM applies for the term of this Agreement. BPA shall apply the PRDM in accordance with its terms, which govern BPA's establishment, review and revision of Priority Firm Power (PF) rates pursuant to Section 7(i) of the Northwest Power Act for Firm Requirements Power sold under this Agreement.

6.2 The recitation of language from the PRDM in this Agreement does not incorporate such language into this Agreement. BPA may only revise the PRDM's language in accordance with the requirements of PRDM chapter 9. If BPA revises the language of the PRDM, then BPA will unilaterally amend this Agreement to accordingly modify any such language recited in this Agreement.

6.3 Any disputes over the meaning of the PRDM or rates, including whether BPA is adhering to its obligation under the PRDM to revise the PRDM only in accordance with the PRDM chapter 9, or whether the Administrator is correctly implementing the PRDM or rates, including but not limited to matters of whether the Administrator is correctly interpreting, applying, and otherwise adhering or conforming to the PRDM or rate, shall (1) be resolved pursuant to any applicable procedures set forth in the PRDM; (2) if resolved by the Administrator as part of a proceeding under Section 7(i) of the Northwest Power Act, be reviewable as part of the United States Court of Appeals for the Ninth Circuit's review under Section 9(e)(5) of the Northwest Power Act of the rates or rate matters determined in such Section 7(i) proceeding (after FERC final confirmation and approval, and subject to any further review by the United States Supreme Court); and (3) if resolved by the Administrator outside such a Section 7(i) Process and such decision is a final action, be reviewable by the United States Court of Appeals for the

Ninth Circuit under Section 9(e)(5) of the Northwest Power Act (subject to any further review by the United States Supreme Court). The remedies available to Ellensburg through such judicial review shall be Ellensburg's sole and exclusive remedy for such disputes.

- 6.4 BPA shall not publish a Federal Register Notice regarding BPA rates or the PRDM that prohibits, limits, or restricts Ellensburg's right to submit testimony or brief issues on rate matters regarding the meaning or implementation of the PRDM or establishment of BPA rates pursuant to the PRDM. For purposes of BPA's conformance to this paragraph, a "rate matter" shall not include budgetary and program level issues, or any other matter unrelated to the PRDM or the establishment of rates pursuant to the PRDM.

7. CONTRACT HIGH WATER MARKS

By September 30, 2026, BPA shall establish Ellensburg's CHWM in the FY 2026 CHWM Calculation Process and revise Exhibit B to state Ellensburg's CHWM. Once established, BPA may only adjust Ellensburg's CHWM as permitted pursuant to Exhibit B. After any adjustment, BPA shall revise Exhibit B to state Ellensburg's adjusted CHWM.

8. APPLICABLE RATES

Purchases under this Agreement are subject to the following rate schedules, or their successors: Priority Firm Power (PF), including Tier 1 Rates and Tier 2 Rates, New Resource Firm Power (NR), and Firm Power and Surplus Products and Services (FPS), as applicable. Billing determinants for any purchases will be included in each rate schedule. Power purchases and services sold under this Agreement are subject to the applicable rates and charges in BPA's Power Rate Schedules, established in accordance with the PRDM, as applicable, and its GRSPs (or their successors) established during a 7(i) Process. Ellensburg may incur additional charges as established in the applicable 7(i) Process, and as provided in the Power Rate Schedules and GRSPs, including the Unauthorized Increase Charge or its successors.

8.1 Applicability of Tier 1 and Tier 2 Rates

BPA shall establish PF rates that include rate schedules for purchase amounts at Tier 1 Rates and purchase amounts at Tier 2 Rates. Tier 1 Rates and Tier 2 Rates shall apply to Ellensburg's purchases as follows:

- (1) Tier 1 Rates shall apply to Firm Requirements Power that Ellensburg purchases under this Agreement, less: (A) amounts of Firm Requirements Power priced at Tier 2 Rates elected by Ellensburg in section 2 of Exhibit C, (B) amounts of Firm Requirements Power priced at the NR or other applicable 7(f) rate purchased for Planned NLSLs and NLSLs pursuant to Exhibit D, and (C) amounts of Firm Requirements Power priced at any other applicable 7(f) rate not limited to either (A) or (B).

- (2) Tier 2 Rates shall apply to such planned annual amounts of Firm Requirements Power that Ellensburg elects to purchase to serve its Above-CHWM Load, pursuant to Exhibit C, that remain after applying Ellensburg's New Resources.

9. ELECTIONS TO PURCHASE POWER PRICED AT TIER 2 RATES

9.1 Tier 2 Rate Alternatives

Subject to the requirements of this section 9 and Exhibit C, and pursuant to the PRDM, Ellensburg shall have the right to purchase Firm Requirements Power at a Tier 2 Long-Term Rate, Tier 2 Short-Term Rate, and Tier 2 Vintage Rate.

9.2 Above-CHWM Load Service Options and Tier 2 Rate Elections

BPA shall calculate Ellensburg's Above-CHWM Load in the Above-CHWM Load Process ahead of each Rate Period.

Ellensburg has the option to serve its Above-CHWM Load with: (1) Firm Requirements Power purchased from BPA at a Tier 2 Rate or rates, (2) Dedicated Resources, or (3) a specific combination of both (1) and (2).

Within 60 calendar days after BPA publishes, to its publicly available website, Ellensburg's final CHWMs from the FY 2026 CHWM Calculation Process, Ellensburg shall determine and provide written notice to BPA of its Above-CHWM Load service election, including its election to purchase Firm Requirements Power at Tier 2 Rates, consistent with section 2.1 of Exhibit C.

BPA shall update Exhibit C to state Ellensburg's Tier 2 Rate purchase elections and the amount of its purchase obligation of Firm Requirements Power at Tier 2 Rates.

9.3 Amounts of Tier 2 Flat Across All Hours

Amounts of Firm Requirements Power sold by BPA at Tier 2 Rates and purchased by Ellensburg shall be equal in all hours of the year.

10. TIER 2 REMARKETING AND RESOURCE REMOVAL

Under this section 10, Ellensburg does not have temporary resource removal or remarketing rights for its Dedicated Resources in Exhibit A added pursuant to section 3.5.4 or section 3.5.8 of the Agreement. In addition, under this section 10, Ellensburg does not have temporary resource removal or remarketing rights for any Dedicated Resource amounts or amounts of Firm Requirements Power purchased at Tier 2 Rates that would otherwise be eligible for removal or remarketing due to the addition of resources under section 3.5.4. Any BPA remarketing of Tier 2 Vintage Rate purchase obligation amounts under this section 10 is subject to section 2.5.6 of Exhibit C.

10.1 New Resource Removal and Remarketing of Tier 2 Rate Purchase Obligation Amounts for Each Rate Period

If Ellensburg's Above-CHWM Load as forecasted for each Fiscal Year of an upcoming Rate Period is less than the sum of: (1) Ellensburg's New Resource amounts serving its Above-CHWM Load, as stated in Exhibit A, and (2) Tier 2 Rate purchase obligation amounts, as stated in Exhibit C, then, except as permitted in sections 10.1.3 and 10.1.4 below and in the following order:

- (1) Ellensburg shall temporarily remove its eligible New Resource amounts, and
- (2) BPA shall remarket Ellensburg's Tier 2 Rate purchase obligation amounts.

Any removal of eligible New Resource amounts or remarketing of Tier 2 Rate purchase obligation amounts shall apply until either: (1) the removed New Resource amounts plus the remarketed Tier 2 Rate purchase obligation amounts equal the amount by which Ellensburg's New Resource amounts plus its Tier 2 Rate purchase obligation amounts exceed its Above-CHWM Load, or (2) all of Ellensburg's New Resources are removed and all of its Tier 2 Rate purchase obligation amounts are remarketed.

10.1.1 If Ellensburg has more than one New Resource, then by October 31 of each Rate Case Year, Ellensburg shall notify BPA of the order and associated amounts of Ellensburg's New Resources that Ellensburg shall remove for each Fiscal Year in the upcoming Rate Period to the extent necessary to comply with this section 10.1.

10.1.2 If Ellensburg fails to notify BPA in accordance with section 10.1.1, then BPA shall determine the order and associated amounts of Ellensburg's New Resource removal for each Fiscal Year in the upcoming Rate Period to comply with section 10.1.

10.1.3 If compliance with the requirements of section 10.1 would cause Ellensburg to remove part or all of any New Resource amounts that Ellensburg uses to fulfill a state or federal renewable resource standard or other comparable legal obligation, then by October 31 of each Rate Case Year Ellensburg may request for BPA to remarket the same amount of Tier 2 Rate purchase obligation amounts until all of Ellensburg's Tier 2 Rate purchase obligation amounts are remarketed. Following such remarketing, Ellensburg may either temporarily remove New Resources applied to the Tier 1 Allowance Amount or Existing Resources to the extent necessary to comply with section 10.1, provided that the hourly, monthly, and Diurnal amounts removed shall be equal to the hourly, monthly, and Diurnal amounts provided by the New Resources that Ellensburg would have otherwise been obligated to remove.

10.1.4 If: (1) Ellensburg made an election under section 2.1(3) or section 2.1(4) of Exhibit C to serve all or a portion of its Above-CHWM Load using the flexible option, (2) Ellensburg has both New Resource amounts and Tier 2 Vintage Rate purchase obligation amounts for serving such Above-CHWM Load, and (3) compliance with the requirements of section 10.1 would cause Ellensburg to remove part or all of its New Resource amounts, then Ellensburg may request for BPA to first remarket the Tier 2 Vintage Rate purchase obligation amounts until all of Ellensburg's Tier 2 Vintage Rate purchase obligation amounts are remarketed before removing any New Resource amounts.

10.2 Partial Resource Removal

When only a portion of an eligible Dedicated Resource is removed pursuant to section 10.1 above, such resources shall be removed proportionally to maintain the same annual shape for the resource as established in Exhibit A.

10.3 Responsibilities for Remarketing Tier 2 Rate Purchase Obligation Amounts and Disposition of Dedicated Resource

Ellensburg shall be subject to applicable charges or credits, as established in a 7(i) Process, associated with BPA's remarketing of Tier 2 Rate purchase obligation amounts of Firm Requirements Power.

Except as specified in section 10.4 below, Ellensburg shall be responsible for the disposition of any amounts of its Dedicated Resources, whether Specified Resources or Committed Power Purchase Amounts that are removed or reduced pursuant to this Agreement.

10.4 Removal of Resources Taking RSS

If Ellensburg purchases RSS for any New Resources that are partially or entirely removed pursuant to sections 10.1 or 10.2 above, then the following shall apply:

10.4.1 Ellensburg shall continue to supply the entire amount of any such resources consistent with applicable provisions stated in Exhibit J.

10.4.2 BPA shall remarket the amounts of any such resources that are removed pursuant to section 10.1 in the same manner BPA remarkets Tier 2 Rate purchase obligation amounts in section 10.3. BPA shall revise Exhibit A to identify the amounts of any such resources that are removed. BPA shall continue to provide RSS in accordance with applicable provisions in Exhibit J to any amounts of such resources that remain in Exhibit A after resource removal.

11. RIGHT TO CHANGE PURCHASE OBLIGATION

11.1 One-Time Right to Change Purchase Obligation

Under this Agreement Ellensburg shall have a one-time right to request a change in its purchase obligation, identified in section 3, to another purchase

obligation available from BPA, including Annual Flat Block, Diurnally Shaped Monthly Block, Flat Monthly Block, Flat Monthly Block with 10 Percent Shaping Capacity, Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity, Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity with Peak Load Variance Service (PLVS), or Slice/Block, if available.

Unless otherwise agreed by the Parties, any Ellensburg Above-CHWM Load service elections, Dedicated Resource additions, and other elections made under this Agreement prior to the notice made under section 11.2 shall continue to be applicable under the new purchase obligation, provided that BPA may update such terms and conditions consistent with the then-current terms of the new purchase obligation, and additional costs may apply for service under Ellensburg's new purchase obligation as described in section 11.6.

11.2 Notice and Conditions to Change Purchase Obligation and to Join a JOE

Written notices sent under this section 11.2 must comply with section 1 of Exhibit I. The following sections 11.2.2, 11.2.3 and 11.2.4 shall be in accordance with Section 5(b)(7) of the Northwest Power Act.

11.2.1 Notice of Change to Purchase Obligation

No sooner than October 1, 2028, Ellensburg may provide written notice to BPA to request a change to its purchase obligation pursuant to section 11.1 above. Such notice to BPA must be at least three years prior to the start of the Rate Period the purchase obligation change would be effective. Ellensburg's notice shall state: (1) the purchase obligation request, and (2) the Rate Period Ellensburg requests the change to be effective. The latest date that Ellensburg may provide notice to request a change to its purchase obligation is September 30, 2037 for a purchase obligation change effective on October 1, 2040.

11.2.2. Joining a JOE For Service Effective October 1, 2028

If Ellensburg requests to join a JOE for service under the JOE's CHWM Contract effective October 1, 2028, then Ellensburg's written notice to BPA to request to assign its contract to the JOE must be received no later than June 30, 2027, regardless of Ellensburg's and the JOE's purchase obligations. Receiving service under the JOE CHWM Contract will not constitute a change to Ellensburg's purchase obligation under this section 11.

11.2.3. If Customer and JOE Have Same Purchase Obligation

After June 30, 2027, if the BPA-JOE CHWM Contract and Ellensburg have the same purchase obligation when Ellensburg requests to join the JOE, then Ellensburg's written notice to BPA to request to assign its contract to the JOE must be received no later than June 30 of a Forecast Year for power sales under the BPA-JOE CHWM Contract to begin at the start of the following Rate Period.

11.2.4 If Customer and JOE Have Different Purchase Obligations

After June 30, 2027, if the BPA-JOE CHWM Contract and Ellensburg have different purchase obligations, including different Block purchase obligations, when Ellensburg requests to join the JOE, then Ellensburg's written notice to BPA to request to assign its contract to the JOE must be received no later than three years prior to when power sales under the BPA-JOE CHWM Contract will begin at the start of the subsequent Rate Period.

11.3 Limitations Due to Total Monthly Peak Load Increase

After receiving Ellensburg's notice under section 11.2, BPA shall evaluate the impact of Ellensburg's request on BPA's forecast of its total monthly peak load obligation relative to BPA's most recent forecast of its total monthly Qualified Capacity Contribution (QCC) values, or successor capacity requirements as determined by BPA, for the first Fiscal Year the purchase obligation change would become effective. As part of such evaluation BPA will assess the change to monthly QCC made by (1) a change to Ellensburg's purchase obligation, and (2) the peak amounts of Ellensburg's Dedicated Resource(s) as stated in Exhibit A.

If after its evaluation BPA determines that Ellensburg's request to change its purchase obligation would increase BPA's total monthly peak load obligation relative to BPA's change in QCC forecast in any one month, then BPA may:

- (1) approve Ellensburg's request and directly assign any costs as stated in section 11.6 below; or
- (2) approve Ellensburg's request without directly assigning such costs; or
- (3) deny Ellensburg's request to change its purchase obligation.

If BPA receives multiple requests from customers to change their purchase obligations and such changes would be effective at the beginning of the same Rate Period, then BPA shall evaluate the impact of Ellensburg's purchase obligation request together with all requesting customers' to assess the aggregate impact of all such purchase obligation change requests. If BPA determines that such requests would increase BPA's total monthly peak load obligation, in relationship to the change in BPA's QCC forecast in any one month, then in addition to options (1), (2), or (3) above, BPA may:

- (4) approve Ellensburg's request but defer the date on which Ellensburg's new purchase obligation change would become effective to the start of a subsequent Rate Period.

If BPA determines after its evaluation that the purchase obligation change(s) would not increase BPA's total monthly peak load obligation, in relationship to the change in BPA's QCC forecast, then BPA may approve Ellensburg's request to change its purchase obligation.

BPA will not withhold its approval of Ellensburg's request except under reasonable circumstances, including but not limited to securing the transmission and metering sufficient to deliver the applicable product.

BPA shall provide customers with an opportunity to comment on any customer's request to change its purchase obligation.

11.4 Restrictions

If, during the term of this Agreement, all customer purchases of the Slice/Block Product become reduced to zero percent, then BPA will retire the Slice/Block Product as a purchase obligation option under this Agreement. After such retirement, Ellensburg's right to change its purchase obligation will be limited to the Load Following or Block options as outlined in sections 3.1 and 11.1.

11.5 Changes to Block Purchase Obligation

If Ellensburg requests and BPA completes a change from one Block purchase obligation to a different Block purchase obligation as outlined in section 1 of Exhibit C, then Ellensburg will have exercised their one-time right to change its purchase obligation as stated above in section 11.1.

11.6 Charges to Change Purchase Obligation

In addition to the limitations established in sections 11.1, 11.2 and 11.3 above, (1) Ellensburg shall be responsible for fulfilling all rights, obligations, and liabilities associated with its prior purchase obligation, and (2) Ellensburg may be subject to charges, in addition to the rates for the new service, as a result of changing its purchase obligation. Such additional charges shall recover all additional costs that: (1) will be incurred by BPA to serve Ellensburg under its new purchase obligation compared to its existing purchase obligation, and (2) would otherwise result in a rate impact on all other customers receiving service under a CHWM Contract. If Ellensburg makes a request to change its purchase obligation, then BPA shall notify Ellensburg of any such additional charges. BPA shall not be required to make a payment to Ellensburg as a result of Ellensburg changing its purchase obligation.

11.7 Change Confirmation

Within 30 calendar days of BPA's presentation to Ellensburg of the additional charges determined in section 11.6, and Ellensburg's maximum Slice Percentage calculated pursuant to section 11.9, if applicable, Ellensburg shall provide BPA with written notice whether it will proceed with its request to change its purchase obligation.

11.8 Amendment to Reflect New Purchase Obligation

Following Ellensburg's confirmation of its decision to change its purchase obligation, the Parties shall amend this Agreement to replace the terms of Ellensburg's current purchase obligation with the terms of the new purchase obligation.

11.9 Available Slice Product and Slice Percentage

The total Firm Slice Amount BPA offers to all customers purchasing the Slice/Block Product shall not exceed 25 percent of the sum of CHWMs established in the FY 2026 CHWM Process. If Ellensburg requests to change to the Slice/Block Product, then BPA shall calculate Ellensburg's amount of available Slice Product for changes to the Slice/Block Product as follows:

- (1) BPA shall calculate the total amount of available Slice Product in Average Megawatts for purchase by all customers requesting a change to the Slice/Block Product by subtracting (A) the sum of Slice Customers' CHWMs multiplied by 50 percent, from (B) 25 percent of the sum of initial CHWMs established in the FY 2026 CHWM Process.

Expressed as a formula:

Available Slice Product = (25% (sum of initial FY 2026 CHWMs)) – (50% (Slice Customers' CHMW))

BPA shall compare the amount of available Slice Product to 50 percent of the sum of initial CHWMs for all customers requesting a change to the Slice/Block Product to determine the maximum Slice Percentage BPA shall offer to Ellensburg.

- (2) If the available Slice Product calculated pursuant to section 11.9(1) above is equal to or exceeds 50 percent of the sum of CHWMs for all customers requesting a change to Slice/Block Product, then BPA shall not limit the request.

BPA shall notify Ellensburg of the available amounts of Slice Product available in accordance with section 11.7. Ellensburg shall provide a change confirmation to BPA pursuant to section 11.7. Ellensburg's Slice Percentage in each Fiscal Year shall be calculated pursuant to section 5.3.

- (3) If the available Slice Product calculated pursuant to section 11.9(1) is less than 50 percent of the sum of CHWMs for all customers requesting a change to the Slice/Block Product, then BPA shall limit the maximum Slice Percentage of those customers requesting a change to Slice/Block Product on a pro rata basis.

BPA shall notify Ellensburg of the amounts of Slice Product and Ellensburg shall provide BPA with a change confirmation pursuant to section 11.7. Ellensburg's Slice Percentage in each Fiscal Year shall be calculated pursuant to section 5.3.

If the amount of available Slice Product increases in the future, then BPA, in its sole discretion, may offer Slice Customers with a maximum Slice Percentage that was reduced under section 11.9(3) to

less than 50 percent of its CHWM, a pro rata adjustment to increase the maximum Slice Percentage, not to exceed 50 percent of its CHWM.

If BPA determines it will offer an increase under this section 11.9(3), then BPA shall notify such Slice Customers of a potential increase to available Slice Product within 30 calendar days of BPA's receipt of a customer notice pursuant to section 11.2. BPA shall notify such Slice Customers of an actual increase to available Slice Product within 30 calendar days of BPA's receipt of change confirmation, confirming a customer request to leave the Slice/Block Product, that increases available Slice Product pursuant to section 11.7. BPA will identify the Rate Period in which the maximum Slice Percentage will be effective following BPAs receipt of a change confirmation.

BPA may offer the pro rata increase to such Slice Customers without consideration of the effective date of the respective Slice Customer purchase obligation changes to the Slice/Block Product.

12. BILLING CREDITS AND RESIDENTIAL EXCHANGE

12.1 Billing Credits

If Ellensburg develops a Generating Resource or engages in conservation activities independently undertaken to serve its loads, then Ellensburg agrees that it shall forego any request for, and BPA is not obligated to include, billing credits, as defined in Section 6(h) of the Northwest Power Act, on Ellensburg's bills under this Agreement. This section does not apply to any billing credit contracts in effect as of the Effective Date.

12.2 Residential Exchange

During the term of this Agreement, Ellensburg agrees it will not seek and shall not receive residential exchange benefits pursuant to Section 5(c) of the Northwest Power Act. Ellensburg's agreement in this section 12.2 is a material precondition to BPA offering and executing this Agreement.

13. SCHEDULING

Over the term of this Agreement, Ellensburg may be required to purchase or may have the option to purchase Transmission Scheduling Service from Power Services in accordance with Exhibit F. If Ellensburg is required or elects to purchase Transmission Scheduling Service from Power Services, then Ellensburg shall comply with the scheduling requirements described in Exhibit F, Transmission Scheduling Service. If Ellensburg is not purchasing Transmission Scheduling Service from Power Services, then Ellensburg shall comply with the scheduling requirements described in Exhibit F, Scheduling.

14. DELIVERY

14.1 Definitions

14.1.1 "Primary Points of Receipt" means the points on the Region's transmission system where Firm Requirements Power is forecasted to be made available by Power Services to Ellensburg for purposes of obtaining a long-term firm transmission contract.

14.1.2 "Scheduling Points of Receipt" means the points on the Region's transmission system where Firm Requirements Power is made available by Power Services to Ellensburg for purposes of acquiring transmission service and transmission scheduling.

14.2 Transmission Service

14.2.1 Ellensburg is responsible for acquiring transmission service to deliver power from the Scheduling Points of Receipt.

14.2.2 Ellensburg shall provide at least 180 days' notice to Power Services prior to changing Balancing Authority Areas.

14.2.3 At Ellensburg's request, Power Services shall provide Ellensburg with Primary Points of Receipt and other information needed to enable Ellensburg to acquire long-term firm transmission for delivery of power sold under this Agreement. If required by a transmission provider for purposes of transmission scheduling, then Power Services shall provide Ellensburg with Scheduling Points of Receipt. Power Services has the right to provide power to Ellensburg at Scheduling Points of Receipt that are different than the Primary Points of Receipt. If BPA does provide power to Ellensburg at Scheduling Points of Receipt that are different than the Primary Points of Receipt, then BPA shall reimburse Ellensburg for any incremental, direct, non-administrative costs incurred by Ellensburg to comply with delivering Firm Requirements Power from such Scheduling Points of Receipt to Ellensburg's load if the following conditions, as outlined in (1) or (2) below, have been met:

- (1) If Ellensburg has long-term Point to Point (PTP) Transmission Service (as defined in BPA's Open Access Transmission Tariff or its successor) for delivery of Firm Requirements Power to its load:
 - (A) Ellensburg has requested long-term firm transmission service to deliver its Firm Requirements Power using the Primary Points of Receipt and other information provided by Power Services; and

- (B) Ellensburg has submitted a request to redirect its long-term firm PTP Transmission Service to deliver Firm Requirements Power and Surplus Firm Power from the Scheduling Point of Receipt on a firm basis, but that request was not granted; and
 - (C) Ellensburg's transmission schedule was curtailed due to non-firm status under PTP Transmission Service or Ellensburg can provide proof of the reimbursable costs incurred to replace the curtailed schedule.
- (2) If Ellensburg has long-term Network Integration Transmission Service (as defined in BPA's Open Access Transmission Tariff or its successor) for delivery of Firm Requirements Power to its load:
- (A) Ellensburg has requested long-term firm transmission service to deliver its Firm Requirements Power using the Primary Points of Receipt and other information provided by Power Services; and
 - (B) Ellensburg's transmission schedule was curtailed due to non-firm status under its secondary service status and Ellensburg can provide proof of the reimbursable costs incurred to replace the curtailed schedule.

14.3 Liability for Delivery

Ellensburg waives any claims against BPA arising under this Agreement for non-delivery of power to any points beyond the applicable Scheduling Points of Receipt, except for reimbursement of costs as described in section 14.2.3. BPA shall not be liable under this Agreement for any third-party claims related to the delivery of power after it leaves the Scheduling Points of Receipt. Neither Party shall be liable under this Agreement to the other Party for damage that results from any sudden, unexpected, changed, or abnormal electrical condition occurring in or on any electric system, regardless of ownership. These limitations on liability apply regardless of whether or not this Agreement provides for Transfer Service.

14.4 Real Power Losses

BPA is responsible for the real power losses necessary to deliver Firm Requirements Power and Surplus Firm Power to Ellensburg's PODs listed in Exhibit E.

14.5 Metering Losses

BPA shall adjust measured amounts of power to account for metering losses, if any, that occur between Ellensburg's PODs and the respective POMs, as specified in Exhibit E.

15. METERING

15.1 Measurement

By September 30, 2027, the Parties shall ensure that meters are installed on all PODs listed in Exhibit E, consistent with the requirements of this section 15. Unless otherwise stated in Exhibit E, the amount of power measured by such meters shall be used by BPA for billing purposes. If the Parties agree that metering is economically or technologically impractical, then:

- (1) the Parties shall use scheduled amounts to measure the amount of power purchased if such power is scheduled into or out of Ellensburg's service territory; or
- (2) the Parties shall use mutually acceptable load profiles to measure the amount of power purchased if such power is not scheduled; or
- (3) the Parties shall use meter data provided by Ellensburg to BPA in a mutually agreed manner to measure the amount of power purchased.

If the metering equipment associated with the meters listed in Exhibit E fails to properly measure or record the interval readings, then BPA shall follow the Metering Usage Data Estimation Provision of BPA's applicable Power Rate Schedules and GRSPs to determine the appropriate billing adjustment.

The rights to locate meters and access facilities granted to BPA pursuant to this section 15 are subject to the terms of any applicable agreement between Ellensburg and Transmission Services addressing the location, cost responsibility, access, maintenance, testing, and liability of the Parties with respect to meters.

15.2 BPA Owned Meters

At BPA's expense, BPA shall operate, maintain, and replace, as necessary, all metering equipment owned by BPA that is needed to plan, schedule, and bill for Ellensburg's power needs under this Agreement consistent with Ellensburg's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Ellensburg has with BPA. Ellensburg authorizes BPA to maintain and replace any BPA owned metering equipment on Ellensburg's facilities that is reasonably necessary to forecast, plan, schedule, and bill for power. With reasonable notice from BPA, and for the purpose of implementing this provision, Ellensburg shall grant BPA reasonable physical access to BPA owned meters at BPA's request, consistent with Ellensburg's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Ellensburg has with BPA.

If, at any time, either Party determines that a BPA owned meter is defective or inaccurate, then BPA shall adjust, repair, or replace the meter to provide accurate metering as soon as practical consistent with Ellensburg's Network

Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Ellensburg has with BPA. Ellensburg shall have the right to witness any meter tests conducted by BPA on BPA owned meters listed in Exhibit E. The exercise of such right shall be conducted consistent with the applicable requirements, if any, of Ellensburg's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Ellensburg has with BPA.

15.3 Non-BPA Owned Meters

15.3.1 Non-BPA Owned Meters Owned by Ellensburg

At Ellensburg's expense, Ellensburg shall operate, maintain, and replace, as necessary, all non-BPA metering equipment owned by Ellensburg that is needed by BPA to forecast, plan, schedule, and bill for power for:

- (1) points of interconnection between Ellensburg's system and parties other than BPA;
- (2) all loads that require separate measurement for purposes of forecasting, planning, scheduling, or billing for power; and
- (3) Generating Resources and Energy Storage Devices listed in Exhibit A and Exhibit J, respectively that are interconnected to Ellensburg's system.

For the purpose of inspection, Ellensburg shall grant BPA reasonable physical access to Ellensburg meters at BPA's request, consistent with Ellensburg's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Ellensburg has with BPA.

If, at any time, BPA or Ellensburg determines that a Ellensburg owned meter listed in Exhibit E is defective or inaccurate, then Ellensburg shall adjust, repair, or replace the meter, or shall make commercially reasonable efforts to arrange for the completion of such actions, to provide accurate metering as soon as practical. BPA shall have the right to witness any meter tests conducted by Ellensburg on Ellensburg owned meters listed in Exhibit E. The exercise of such right shall be conducted consistent with the applicable requirements, if any, of Ellensburg's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Ellensburg has with BPA.

15.3.2 Non-BPA Owned Meters Not Owned by Ellensburg

For non-BPA owned meters not owned by Ellensburg, and excluding such in section 15.3.3.below, needed by BPA to forecast, plan, schedule and bill for power under this Agreement, Ellensburg shall make commercially reasonable efforts to arrange with the owner(s) of such

meters for the meters to be operated, maintained and replaced, as necessary, for the measurements described above in sections 15.3.1(1) and 15.3.1(2) and for any Generating Resources listed in Exhibit A and Energy Storage Devices listed in Exhibit J that require metering.

If, at any time, it is determined that a non-BPA owned meter not owned by Ellensburg listed in Exhibit E is defective or inaccurate, then Ellensburg shall make commercially reasonable efforts to arrange with the owner of the meter to adjust, repair, or replace the meter, to provide accurate metering as soon as practical. To the extent possible, BPA may witness any meter tests on non-BPA owned meters not owned by Ellensburg listed in Exhibit E, consistent with Ellensburg's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Ellensburg has with BPA as well as any applicable agreements Ellensburg may have with the owner of the meter.

15.3.3 Non-BPA Owned Meters Owned by a Third-Party Transmission Provider

For non-BPA owned meters owned by a Third-Party Transmission Provider for which BPA holds a transmission contract for service to Ellensburg load, the metering arrangements shall be between BPA and the Third-Party Transmission Provider.

15.4 New Meters

A separate agreement addressing the location, cost responsibility, access, maintenance, testing, and liability of the Parties with respect to new meters shall be between Ellensburg and Transmission Services.

All new and replaced meters installed by either Party shall meet the American National Standard Institute standards and the Requirements for Instrument Transformers, or their replacement as specified in BPA's applicable metering procedures and requirements posted to BPA's publicly accessible metering services website as of the date of installation.

15.5 Metering an NLSL

In addition to the provisions contained in this section 15, any loads that are monitored by BPA for an NLSL determination and any NLSLs shall be metered pursuant to section 20.3.3.

15.6 Metering Exhibit

The Parties shall provide meter data to one another as specified in section 17.3. BPA shall list Ellensburg's PODs, POMs, Interchange Points, as applicable, and related information in Exhibit E.

16. BILLING AND PAYMENT

16.1 Billing

BPA shall electronically bill Ellensburg monthly for all products and services, including any charges and credits incurred, provided during the preceding month(s). However, if electronic transmittal of the bill is not possible, then BPA shall mail a physical copy of the bill to Ellensburg. BPA may send Ellensburg an estimated bill prior to a final bill and may send subsequent revisions if needed. The Issue Date is the date BPA sends the bill to Ellensburg.

16.2 Payment

Ellensburg shall pay all bills electronically in accordance with instructions on the bill. Payment of all bills, whether estimated or final, must be received by the 20th day after the Issue Date of the bill (Due Date). If the 20th day is a Saturday, Sunday, or federal holiday, then the Due Date is the next Business Day.

If Ellensburg has made payment on an estimated bill then:

- (1) if the amount of the final bill exceeds the amount of the estimated bill, then Ellensburg shall pay BPA the difference between the estimated bill and final bill by the final bill's Due Date; or
- (2) if the amount of the final bill is less than the amount of the estimated bill, then BPA shall pay Ellensburg the difference between the estimated bill and final bill by the 20th day after the final bill's Issue Date. If the 20th day is a Saturday, Sunday, or federal holiday, BPA shall pay the difference by the next Business Day.

16.3 Late Payments

If Ellensburg has not paid its bill in full by the Due Date, BPA shall apply a daily interest charge to any unpaid balance equal to the higher of:

- (1) the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) plus four percent, divided by 365; or
- (2) the Prime Rate times 1.5, divided by 365.

16.4 Failure to Pay

If Ellensburg has not paid its bill in full by the Due Date, then BPA shall notify Ellensburg of nonpayment. Ellensburg shall have 45 calendar days after receipt of the written notice to cure its nonpayment by making payment in full. If Ellensburg does not provide full payment within the 45-day cure period, then BPA shall send an additional written notice of nonpayment to Ellensburg. Ellensburg shall then have three Business Days after receipt of the additional written notice to provide payment. If Ellensburg has not provided payment within three Business Days after receipt of the additional

written notice and BPA determines in its sole discretion that Ellensburg is unable to make the payments owed, then BPA may terminate this Agreement pursuant to section 23. Written notices sent under this section 16.4 must comply with section 1 of Exhibit I.

16.5 Disputed Bills

16.5.1 If Ellensburg disputes any portion of a charge or credit on Ellensburg's estimated or final bills, Ellensburg shall provide written notice to BPA with a copy of the bill noting the disputed amounts. Notwithstanding whether any portion of the bill is in dispute, Ellensburg shall pay the entire bill by the Due Date. This section 16.5.1 does not allow Ellensburg to challenge the validity of any BPA rate.

16.5.2 Unpaid amounts on a bill (including both disputed and undisputed amounts) are subject to the late payment charges provided above. Notice of a disputed charge on a bill does not constitute BPA's agreement that a valid claim under contract law has been stated.

16.5.3 If the Parties agree, or if after a final determination of a dispute pursuant to section 19, Ellensburg is entitled to a refund of any portion of the disputed amount, then BPA shall make such refund with simple interest computed from the date of receipt of the disputed payment to the date the refund is made. The daily interest rate shall equal the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) divided by 365.

17. INFORMATION EXCHANGE AND CONFIDENTIALITY

17.1 General Requirements

Upon request, each Party shall provide the other Party any information that is necessary to administer this Agreement and to forecast Ellensburg's Total Retail Load, forecast BPA system load, comply with North American Electric Reliability Corporation (NERC) reliability standards, prepare bills, resolve billing disputes, administer Transfer Service, forecast and monitor large loads and NLSLs, and otherwise implement this Agreement. For example, this obligation includes, but is not limited to: (1) load and resource data relating to large loads and NLSLs; (2) transmission and power scheduling information; (3) load and resource metering information (such as customer system one-line and metering diagrams, loss factors, historical hourly load and resource data, etc.); and, (4) Energy Storage Device data.

In addition, Ellensburg shall provide information BPA requests about Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load for purposes of meeting: (1) BPA's statutory obligations under Section 7(b) of the Northwest Power Act and (2) regional resource adequacy programs and market participation.

The Parties shall make best efforts to provide information requested under this section 17.1 within the reasonable time frames specified in the requests. If Ellensburg fails to provide BPA with information Ellensburg is required to provide pursuant to this Agreement and the absence of such information makes it impossible for BPA to perform a calculation, make a determination, or take an action required under this Agreement, then BPA may suspend its obligation to perform such calculation, make such determination, or take such action until Ellensburg has provided such information to BPA.

17.2 Reports

17.2.1 Within 30 calendar days after final approval of Ellensburg's annual financial report and statements by Ellensburg's authorized officer, Ellensburg shall either e-mail them to BPA at kslf@bpa.gov or, if any of the information is publicly available, then Ellensburg shall notify BPA of its availability.

17.2.2 Within 30 calendar days after its submittal to the Energy Information Administration (EIA), or its successor, Ellensburg shall e-mail a copy of its Annual Form EIA-861 Reports to BPA at kslf@bpa.gov. If Ellensburg is not required to submit such reports to the EIA, then this requirement does not apply.

17.2.3 By November 30, 2028, and by November 30 each year thereafter, Ellensburg shall provide to the Pacific Northwest Utilities Conference Committee (PNUCC), or its successor, forecasted loads, Energy Storage Devices, and resources data to facilitate a region-wide assessment of loads and resources in a format, length of time, and level of detail specified in PNUCC's Northwest Regional Forecast Data Request.

After consultation with the Northwest Power and Conservation Council's (Council) Resource Adequacy Advisory Committee, or a successor, BPA may require Ellensburg to submit additional data to Council that BPA determines is necessary for the Council to perform a regional resource adequacy assessment.

The requirements of this section 17.2.3 are waived if Ellensburg: (1) purchases all the power to serve its Total Retail Load from BPA and (2) uses no Energy Storage Device(s) to serve its Total Retail Load.

Notwithstanding the above, in no event shall Ellensburg be obligated under this section 17.2.3 to provide PNUCC or the Council an unaggregated load forecast or other unaggregated data that is specific to an individual end-use consumer or potential end-use consumer of Ellensburg, including no obligation to provide the identities of such end-use consumers.

Ellensburg may require PNUCC or Council to execute a commercially reasonable non-disclosure agreement consistent with the terms of section 17.6 before providing such entities the data and information required pursuant to this section 17.2.3, as applicable.

- 17.2.4 If Ellensburg is required by applicable law, their transmission provider, or directive (i.e. utility board resolution) to prepare and publish long-term integrated resource plans or resource forecasts, then Power Services may request and Ellensburg shall provide Power Services with updated copies of such.

17.3 Meter Data

- 17.3.1 In accordance with section 15 and Exhibit E, the Parties shall notify each other of any changes to PODs, POMs, Interchange Points and related information for which each Party is responsible. Ellensburg shall ensure BPA has access to all data from load, Energy Storage Device, and resource meters that BPA determines are necessary to administer this Agreement including to forecast, plan, schedule, and bill under this Agreement. Access to these data shall be on a schedule agreed to by the Parties. Meter data include, but are not limited to: Ellensburg's actual amounts of energy used, expended, or stored for loads, resources, and Energy Storage Devices, and the physical attributes of Ellensburg's meters.

BPA shall provide Ellensburg access to and Ellensburg may view meter data from the meters listed in Exhibit E with an active Customer Portal agreement, or its successor.

- 17.3.2 Ellensburg consents to allow Power Services to receive the following information from Transmission Services and BPA's metering function: (1) Ellensburg's meter data, as specified in section 17.3.1, section 15, and Exhibit E, and (2) notification of outages or load shifts.

- 17.3.3 When the following events are planned to occur on Ellensburg's system that will affect the load measured by the meters listed in Exhibit E:

- (1) installation of a new meter,
- (2) changes or updates to an existing meter not owned by BPA,
- (3) any planned line or planned meter outages, and
- (4) any planned load shifts from one POD to another,

then Ellensburg shall provide BPA with advance notice by e-mailing BPA at mdm@bpa.gov and the contacts shown in section 1 of Exhibit I.

Ellensburg shall follow all applicable metering procedures and requirements posted to BPA's publicly accessible metering services website. Such requirements include, but are not limited to, specifying the number of required advanced days' notice for the events listed above.

This section 17.3.3 is not intended to apply to retail meters not listed in Exhibit E.

17.3.4 If an unplanned load shift or outage occurs, materially affecting the load measured by the meters listed in Exhibit E, then Ellensburg shall e-mail BPA at: (1) mdm@bpa.gov, and (2) the contacts shown in section 1 of Exhibit I within 72 hours after the event.

17.4 Data for Determining CHWM

Upon request, Ellensburg shall provide to BPA any load and resource information that BPA determines is reasonably necessary to calculate Ellensburg's CHWM. This may include historical load data not otherwise available to BPA and other data necessary to allow BPA to adjust for weather normalization.

17.5 Total Retail Load Forecast

By December 31, 2026, and by each December 31 of each Forecast Year, the Parties shall work together to determine and establish a forecast of Ellensburg's monthly energy and Ellensburg's system coincidental peak of Ellensburg's Total Retail Load for the upcoming ten Fiscal Years.

17.6 Transparency of Net Requirements Process

By July 31, 2028, and by July 31 of each Rate Case Year thereafter, BPA shall make the following information publicly available to Ellensburg and all other BPA regional utility customers with a CHWM:

- (1) Ellensburg's measured Total Retail Load data for the previous two Fiscal Years in monthly energy amounts and monthly customer-system peak amounts, and
- (2) Ellensburg's Dedicated Resources for the previous two Fiscal Years in monthly energy and peak amounts as listed in section 5 of Exhibit A.

Ellensburg waives all claims of confidentiality regarding the data described above.

17.7 Confidentiality

Before Ellensburg provides information to BPA that is confidential, or is otherwise subject to a privilege or nondisclosure, Ellensburg shall clearly designate such information as confidential. BPA shall notify Ellensburg as soon as practicable of any request received under the Freedom of Information Act (FOIA), or under any other federal law or court or administrative order,

for any confidential information. BPA shall release such confidential information consistent with FOIA or if required by any other federal law or court or administrative order. BPA shall limit the use and dissemination of confidential information within BPA to employees who need it for purposes of administering this Agreement.

17.8 Resources Not Used to Serve Total Retail Load

Ellensburg shall list in section 6 of Exhibit A all Generating Resources Ellensburg owns that are: (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 1.000 megawatt of nameplate capability. At BPA's request, Ellensburg shall provide BPA with additional data if needed to verify the information listed in section 6 of Exhibit A.

18. UNCONTROLLABLE FORCES

18.1 A Party shall not be in breach of an obligation under this Agreement to the extent its failure to fulfill the obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control, and without the fault or negligence, of the Party claiming the Uncontrollable Force, that prevents that Party from performing its obligations under this Agreement and which that Party could not have avoided by the exercise of reasonable care, diligence and foresight. Uncontrollable Forces include each event listed below, to the extent it satisfies the foregoing criteria, but are not limited to these listed events:

- (1) any curtailment or interruption of firm transmission service on BPA's or a Third-Party Transmission Provider's System that prevents delivery of Firm Requirements Power sold under this Agreement to Ellensburg;
- (2) any failure of Ellensburg's distribution or transmission facilities that prevents Ellensburg from delivering power to end-users;
- (3) strikes, work stoppage, or terrorist acts;
- (4) floods, earthquakes, other natural disasters, epidemics, or pandemics; and
- (5) final orders or injunctions issued by a court or regulatory body having subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court having subject matter jurisdiction.

18.2 Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

18.3 If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall:

- (1) promptly notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable;
- (2) use commercially reasonable efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable;
- (3) keep the other Party apprised of such efforts on an ongoing basis; and
- (4) provide written notice of the resumption of performance.

Written notices sent under this section must comply with section 1 of Exhibit I.

18.4 The Parties shall keep each other apprised of the status of any Uncontrollable Force once invoked.

19. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be interpreted consistent with and governed by federal law. Ellensburg and BPA shall identify issue(s) in dispute arising out of this Agreement and make a good faith effort to negotiate a resolution of such disputes before either may initiate litigation or arbitration. Such good faith effort shall include discussions or negotiations between the Parties' executives or managers. Pending resolution of a contract dispute or contract issue between the Parties or through formal dispute resolution of a contract dispute arising out of this Agreement, the Parties shall continue performance under this Agreement unless to do so would be impossible or impracticable. Unless the Parties engage in binding arbitration as provided for in this section 19, the Parties reserve their rights to individually seek judicial resolution of any dispute arising under this Agreement.

19.1 Judicial Resolution

Final actions subject to Section 9(e) of the Northwest Power Act are not subject to arbitration under this Agreement and shall remain within the exclusive jurisdiction of the United States Court of Appeals for the Ninth Circuit. Such final actions include, but are not limited to, the establishment and the implementation of rates and rate methodologies. Any dispute regarding any rights or obligations of Ellensburg or BPA under any rate or rate methodology, or BPA policy, including the implementation of such policy, shall not be subject to arbitration under this Agreement. For purposes of this section 19, BPA policy means any written document adopted by BPA as a final action in a decision record or record of decision that establishes a policy of general application or makes a determination under an applicable statute or regulation. If BPA determines that a dispute is excluded from nonbinding

arbitration under this section 19, then Ellensburg may apply to the federal court having jurisdiction for an order determining whether such dispute is subject to nonbinding arbitration under this section 19.

19.2 Arbitration

Any contract dispute or contract issue between the Parties arising out of this Agreement, which is not excluded by section 19.1 above, shall be subject to arbitration, as set forth below.

Ellensburg may request that BPA engage in binding arbitration to resolve any dispute. If Ellensburg requests such binding arbitration and BPA determines in its sole discretion that binding arbitration of the dispute is appropriate under BPA's Binding Arbitration Policy or its successor, then BPA shall engage in such binding arbitration, provided that the remaining requirements of this section 19.2 and sections 19.3 and 19.4 are met. BPA may request that Ellensburg engage in binding arbitration to resolve any dispute. In response to BPA's request, Ellensburg may agree to binding arbitration of such dispute, provided that the remaining requirements of this section 19.2 and sections 19.3 and 19.4 are met. Before initiating binding arbitration, the Parties shall draft and sign an agreement to engage in binding arbitration, which shall set forth the precise issue in dispute, the amount in controversy and the maximum monetary award allowed, pursuant to BPA's Binding Arbitration Policy or its successor.

Nonbinding arbitration shall be used to resolve any dispute arising out of this contract that is not excluded by section 19.1 above and is not resolved via binding arbitration, unless Ellensburg notifies BPA that it does not wish to proceed with nonbinding arbitration.

19.3 Arbitration Procedure

Any arbitration shall take place in Portland, Oregon, unless the Parties agree otherwise. The Parties agree that a fundamental purpose for arbitration is the expedient resolution of disputes; therefore, the Parties shall make best efforts to resolve an arbitrable dispute within one year of initiating arbitration. The rules for arbitration shall be agreed to by the Parties.

19.4 Arbitration Remedies

The payment of monies shall be the exclusive remedy available in any arbitration proceeding pursuant to this section 19. This shall not be interpreted to preclude the Parties from agreeing to limit the object of arbitration to the determination of facts. Under no circumstances shall specific performance be an available remedy against BPA.

19.5 Finality

19.5.1 In binding arbitration, the arbitration award shall be final and binding on the Parties, except that either Party may seek judicial review based upon any of the grounds referred to in the Federal Arbitration Act, 9 U.S.C. §1-16 (1988). Judgment upon the award

rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

19.5.2 In nonbinding arbitration, the arbitration award is not binding on the Parties. Each Party shall notify the other Party within 30 calendar days, or such other time as the Parties otherwise agreed to, whether it accepts or rejects the arbitration award. Subsequent to nonbinding arbitration, if either Party rejects the arbitration award, either Party may seek judicial resolution of the dispute, provided that such suit is brought no later than 395 calendar days after the date the arbitration award was issued.

19.6 Arbitration Costs

Each Party shall be responsible for its own costs of arbitration, including legal fees. Unless otherwise agreed to by the Parties, the arbitrator(s) may apportion all other costs of arbitration between the Parties in such manner as the arbitrator(s) deem reasonable taking into account the circumstances of the case, the conduct of the Parties during the proceeding, and the result of the arbitration.

20. STATUTORY PROVISIONS

20.1 Retail Rate Schedules

Ellensburg shall make its retail rate schedules available to BPA, as required by section 5(a) of the Bonneville Project Act, P.L. 75-329, within 30 calendar days of each of Ellensburg's retail rate schedule effective dates. This requirement may be satisfied by Ellensburg informing BPA of its public website where such information is posted and kept current.

20.2 Insufficiency and Allocations

If BPA determines, consistent with Section 5(b) of the Northwest Power Act and other applicable statutes, that it will not have sufficient resources on a planning basis to serve its loads after taking all actions required by applicable laws then BPA shall give Ellensburg a written notice that BPA may restrict service to Ellensburg. Such notice shall be consistent with BPA's insufficiency and allocations methodology, published in the Federal Register on March 20, 1996, and shall state the effective date of the restriction, the amount of Ellensburg's load to be restricted and the expected duration of the restriction. BPA shall not change that methodology without the written agreement of all public body, cooperative, federal agency and investor-owned utility customers in the Region purchasing electric power from BPA under Section 5(b) of the Northwest Power Act. Such restriction shall take effect no sooner than five years after BPA provides notice to Ellensburg. If BPA imposes a restriction under this provision then the amount of Firm Requirements Power that BPA is obligated to provide and that Ellensburg is obligated to purchase pursuant to section 3 and Exhibit C shall be reduced to the amounts available under such allocation methodology for restricted service.

20.3 New Large Single Loads and CF/CTs

20.3.1 Customer Notice of Large Loads and Determination of an NLSL

Ellensburg shall provide reasonable notice to BPA of any expected increase in a single load that may qualify as a Potential NLSL, Planned NLSL, or NLSL.

Pursuant to this section 20.3, BPA shall determine if any load associated with a single facility that is capable of growing ten Average Megawatts or more in a consecutive 12-month period is a Potential NLSL or an NLSL. Pursuant to this section 20.3, the Parties shall determine if any load associated with a single facility is a Planned NLSL.

Ellensburg's Potential NLSLs, Planned NLSLs, and NLSLs shall be subject to monitoring as determined necessary by BPA. For the purposes of section 2.66, this section 20.3, and section 1 of Exhibit D, ten Average Megawatts in a consecutive 12-month monitoring period equates to 87,600,000 kilowatt-hours in any consecutive 12-month period with 365 days and 87,840,000 kilowatt-hours for any consecutive 12-month period with 366 days.

In accordance with BPA's NLSL Policy and the terms of this section 20.3, BPA may determine that a load is an NLSL as follows:

20.3.1.1 Pursuant to Section 3(13) of the Northwest Power Act, BPA shall determine an increase in production load to be an NLSL if any load associated with a new facility, an existing facility, or an expansion of an existing facility, which is not Contracted For, or Committed To (CF/CT), as determined by the Administrator, by a public body, cooperative, investor-owned utility, or federal agency customer prior to September 1, 1979, will result in an increase in power requirements of such customer of ten Average Megawatts or more in any consecutive 12-month period.

20.3.1.2 For the sole purpose of computing the increase in energy consumption between any two consecutive 12-month periods of comparison under this section 20.3.1, BPA shall determine if the reductions in the end-use consumer's load associated with a facility during the first 12-month period of comparison are due to unusual events reasonably beyond the control of the end-use consumer, and, if so, BPA shall compute the energy consumption as if such reductions had not occurred.

20.3.1.3 The Parties may agree that the applicable increase in load of installed production equipment at a facility will equal or exceed ten Average Megawatts consumption over any

12 consecutive months and that such production load constitutes an NLSL. Any such agreement will be a binding NLSL determination, and BPA shall add the NLSL to section 1 of Exhibit D. Alternatively, the Parties may agree that the load at a facility is expected to become an NLSL during the facility's next consecutive 12-month monitoring period and that such load is a Planned NLSL. BPA shall add the Planned NLSL to section 1 of Exhibit D.

20.3.1.4 Unless the Parties agree pursuant to section 20.3.1.3 above, BPA shall determine whether a new load or an increase in existing load at a facility is an NLSL. If BPA determines that the load at a facility is an NLSL, then BPA shall notify Ellensburg and BPA shall add the NLSL to section 1 of Exhibit D if such is not already in Exhibit D after the facility determination pursuant to section 20.3.2.

20.3.1.5 BPA shall list Ellensburg's CF/CT loads, Potential NLSLs, Planned NLSLs, and NLSLs in section 1 of Exhibit D.

20.3.2 Determination of a Facility

BPA shall make a written determination as to what constitutes a single facility for the purpose of identifying an NLSL. BPA's determination will be made by applying some or all of the following criteria:

- (1) whether the load is operated by a single end-use consumer;
- (2) whether the load is in a single location;
- (3) whether the load serves a manufacturing process which produces a single product or type of product;
- (4) whether separable portions of the load are interdependent;
- (5) whether the load is separately metered from other loads;
- (6) whether the load is contracted for, served or billed as a single load under Ellensburg's customary billing and service policy or practices;
- (7) consideration of the facts from previous similar situations; and
- (8) any other factors the Parties determine to be relevant.

20.3.3 Access and Metering

Upon BPA request, Ellensburg shall provide physical access to its substations and other service locations where BPA needs to perform inspections or gather information for purposes of implementing

Section 3(13) of the Northwest Power Act. Such BPA inspections may include but are not limited to those needed to make a facility, final NLSL, or CF/CT determination. Ellensburg shall coordinate with the end-use consumer to provide BPA, at reasonable times, physical access to inspect a facility for these purposes.

For any load that is monitored by BPA for an NLSL determination, and for any load at any facility that was determined by BPA to be an NLSL, BPA may, in its sole discretion, install BPA owned meters. If the Parties agree, Ellensburg may install meters meeting specifications BPA provides to Ellensburg. Ellensburg and BPA shall enter into a separate agreement for the location, ownership, cost responsibility, access, maintenance, testing, replacement and liability of the Parties with respect to such meters. Ellensburg shall coordinate with BPA and the end-use consumer to arrange for metering locations that allow accurate measurement of the load at a facility. Ellensburg shall arrange for BPA to have physical access to such meters and Ellensburg shall ensure BPA has access to all meter data for loads that are monitored under this section 20.3 and section 1 of Exhibit D that BPA determines are necessary to forecast, plan, schedule, and bill for power.

20.3.4 Billing for Large Loads Capable of Growing By More Than 10 aMW in 12-Month Monitoring Period

At the time a load starts to increase, if BPA does not determine that such increase in load is a Planned NLSL or an NLSL, then BPA shall bill Ellensburg for the increase in load at a facility at the applicable PF rates during any consecutive 12-month monitoring period.

If BPA later determines that the increase in load is an NLSL, then BPA shall revise Ellensburg's monthly bills from the monitoring period to reflect the difference between the assessed PF rates and the applicable NR Rates in effect for the monitoring period in which the increase takes place. Ellensburg shall pay the balance on each revised bill, which will include simple interest on the assessed amount. BPA shall compute simple interest on the assessed amount from the original Due Date of any bill that included days from the applicable monitoring period to the Due Date of the revised bill that will be issued. The daily interest rate shall equal the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which the monitoring period began) divided by 365. After BPA's NLSL determination, Ellensburg shall make a service request or election for the NLSL pursuant to section 20.3.6.

If BPA concludes in its sole judgment that Ellensburg has not fulfilled its obligations, or has not been able to obtain access or information from the end-use consumer under this section 20.3, then BPA may determine any large load capable of growing ten Average Megawatts

or more in a consecutive 12-month period or any Potential NLSL subject to monitoring to be an NLSL, in which case Ellensburg shall be billed and pay in accordance with the preceding paragraph. Such NLSL determination shall be final unless Ellensburg proves to BPA's satisfaction that the applicable increase in load did not equal or exceed ten Average Megawatts in any 12-month monitoring period.

20.3.5 Load Status at the End of the Consecutive 12-Month Monitoring Period

At the end of each consecutive 12-month monitoring period of a load at a facility, BPA will determine if the metered load at the facility has grown by ten Average Megawatts or more during the preceding consecutive 12-month monitoring period. To determine load growth for a facility determined to be a CF/CT, BPA will subtract the amount of firm energy contracted for, or committed for the facility, as stated in section 1 of Exhibit D, from the metered load at the facility for the preceding consecutive 12-month monitoring period.

20.3.5.1 Load Growth By 10 Average Megawatts or More

If the load at a facility has grown by ten Average Megawatts or more in the preceding consecutive 12-month monitoring period, then the facility is an NLSL. BPA shall notify Ellensburg of the NLSL designation and shall update section 1 of Exhibit D. Any future increases in the load shall be part of the NLSL.

20.3.5.2 Load Growth Less Than 10 Average Megawatts

If the load at a facility has grown by less than ten Average Megawatts in the preceding consecutive 12-month monitoring period, then BPA shall notify Ellensburg that the load remains a Potential NLSL or Planned NLSL, and BPA may continue to monitor the load growth in the subsequent consecutive 12-month monitoring period. BPA shall also determine if liquidated damages are applicable pursuant to section 1 of Exhibit D.

If the load at a facility has grown by less than ten Average Megawatts in the preceding consecutive 12-month monitoring period(s), then BPA will track the cumulative total load at the facility from one monitoring period to the next. For purposes of this section 20.3 and section 1 of Exhibit D, the cumulative total load, including load increases and load reductions, from the prior 12-month monitoring period(s) will be referred to as the "Cumulative Prior Load". At the end of each 12-month monitoring period, BPA shall update section 1 of Exhibit D with the amount of Ellensburg's Cumulative Prior Load and include the amount of Cumulative Prior Load in the calculation of Ellensburg's Firm Requirements Power

eligible for service at BPA's PF rates for the subsequent consecutive 12-month monitoring period.

20.3.5.3 Load at a Facility Included in Customer's Firm Requirement Power

For purposes of this section 20.3 and section 1 of Exhibit D, the amount of Cumulative Prior Load of a Potential NLSL or Planned NLSL when BPA determines the facility to be an NLSL will be the fixed amount of Ellensburg's load at a facility that BPA will include in its calculation of Ellensburg's Firm Requirements Power eligible for service at BPA's PF rates. BPA may adjust the fixed amount of Ellensburg's load at a facility that BPA will include in its calculation of Ellensburg's Firm Requirements Power eligible for service at BPA's PF rates if Ellensburg's load at the facility reduces by 10 aMW below the fixed amount.

Upon BPA's determination that a monitored load is an NLSL, all measured amounts of such NLSL that exceed the load at the facility that is included in Ellensburg's Firm Requirements Power calculation shall be part of Ellensburg's NLSL, which will be served in accordance with this section 20.3 and section 1 of Exhibit D.

As applicable, BPA shall update the table in section 1.5.2 of Exhibit D with the fixed amount of load at the facility to be included in the calculation of Ellensburg's Firm Requirements Power eligible for service at BPA's PF rates.

20.3.6 Service Options for Planned NLSLs and NLSLs
Ellensburg may:

- (1) serve any Planned NLSL or NLSL with Dedicated Resource or Consumer-Owned Resource amounts added to Exhibit A that are not already being used to serve Ellensburg's Total Retail Load in the Region. If Ellensburg elects to serve its NLSL with Dedicated Resource or Consumer-Owned Resource Amounts, then such election shall be binding on Ellensburg for the remaining term of this Agreement; or
- (2) request to have BPA serve any Planned NLSL or NLSL at the applicable NR Rate consistent with section 20.3.7 below.

If Ellensburg serves any Planned NLSL or NLSL with Committed Power Purchase Amounts, then Ellensburg shall provide BPA with information necessary for BPA's compliance with regional resource adequacy planning requirements pursuant to section 22.1 and section 5 of Exhibit J.

If Ellensburg has existing Planned NLSLs or NLSLs as of the Effective Date of this Agreement, and if Ellensburg has not notified BPA which service option above it chooses for each applicable Planned NLSL or NLSL above by the start of the CHWM Load Process for FY 2029, then Ellensburg's default election for all such existing Planned NLSLs and NLSLs shall be consistent with section 20.3.6(1) above.

If Ellensburg changes its purchase obligation pursuant to section 11 of this Agreement, and (1) Ellensburg has requested and BPA has started an NLSL service study or (2) Ellensburg has Planned NLSLs or NLSLs served by BPA at the NR Rate, then BPA will assess future service for such Planned NLSLs or NLSLs on a case-by-case basis.

20.3.7 Request for NLSL Service Study, Summary Report, and NLSL Service Election

If Ellensburg would like BPA to serve a Planned NLSL or an NLSL at the NR Rate, then Ellensburg shall submit a written request to BPA for an NLSL service study no sooner than the Effective Date of this Agreement.

Ellensburg shall provide BPA all information requested by BPA necessary to study Ellensburg's Planned NLSL or NLSL. After BPA determines it has all necessary information, BPA shall conduct an NLSL service study that may last up to three years from the date of Ellensburg's request.

During the study period, BPA shall: (1) assess the ability of BPA to serve the Planned NLSL or NLSL with firm power and (2) periodically keep Ellensburg apprised of its study progress. BPA shall bill Ellensburg and Ellensburg shall pay all costs associated with the NLSL service study, including but not limited to staff time and third-party costs associated with completing a study.

Once BPA completes the NLSL service study, BPA will provide Ellensburg with the NLSL service study summary report for BPA to make power available to serve the NLSL with firm power at the NR Rate. The NLSL service study summary report will state the conditions of BPA making power available to serve the NLSL such as: the anticipated date BPA could provide power, costs arrangements, any BPA resource acquisition needs, any additional information required, and any identified constraints that may be known.

Power Services will coordinate with Transmission Services to complete and implement any NLSL service study to identify anticipated timing of available transmission to incorporate any new resource acquisition into the FCRPS for any new resources Power Services forecasts. Coordination between Power Services, Transmission Services and Ellensburg is necessary to facilitate arrangements between Ellensburg

and Transmission Services for delivery of Firm Requirements Power to Ellensburg to serve a Planned NLSL or an NLSL under Ellensburg's transmission service agreement with Transmission Services.

Within 90 calendar days of receipt of the NLSL service study summary report, Ellensburg shall elect in writing to: (1) have BPA serve the Planned NLSL or NLSL at the NR Rate starting on the date stated in the summary report and consistent with section 20.3.6(2) above; or (2) continue to serve the Planned NLSL or NLSL with non-federal resource(s) consistent with section 20.3.6(1) above. Such election shall be binding on Ellensburg for the remaining term of this Agreement.

If Ellensburg elects to have BPA serve the Planned NLSL or NLSL at the NR Rate, then the Parties will revise Exhibit D to include the terms and conditions of the NLSL service study summary report, including a provision for liquidated damages, or develop a stand-alone agreement with such terms.

20.3.8 Planned NLSL and NLSL Service During the Study Period and Until the NR Service Start Date

While BPA conducts an NLSL service study and until Ellensburg's elected service start date at the NR Rate, Ellensburg may serve its Planned NLSL or NLSL with Dedicated Resource or Consumer-Owned Resource amounts consistent with section 20.3.6(1). BPA shall revise section 4 or 7.4 of Exhibit A to include such resources.

At any time while BPA is conducting an NLSL service study, Ellensburg may request BPA discontinue the NLSL service study and elect to serve the Planned NLSL or NLSL with Dedicated Resource or Consumer-Owned Resource amounts for the term of this Agreement. If a Planned NLSL becomes an NLSL during the NLSL study period, BPA shall update Exhibit D to reflect the change.

20.3.9 Submittal of Initial Forecast

If Ellensburg is serving any Planned NLSLs or NLSLs with Dedicated Resource or Consumer-Owned Resource amounts, then by June 30 of each year, unless another date is agreed to by the Parties, Ellensburg shall provide BPA with forecasted energy amounts for such resources for each Diurnal period and peak amounts for each month to serve any Planned NLSLs and NLSLs for the upcoming Fiscal Year. BPA shall use Ellensburg's initial forecast to determine the Dedicated Resource or Consumer-Owned Resource amounts required to serve the Planned NLSLs and NLSLs. However, if BPA determines Ellensburg's initial forecast to be unreasonable, then BPA may replace Ellensburg's initial forecast with a final forecast that BPA develops. If Ellensburg is serving any Planned NLSLs or NLSLs with Dedicated Resource or

Consumer-Owned Resource amounts, then BPA shall revise section 4 or 7.4 of Exhibit A to state such amounts by September 1 of each year.

20.3.10 Consumer-Owned Resources Serving a Planned NLSL or an NLSL

20.3.10.1 Consumer-Owned Resources

Ellensburg's consumer may serve a Planned NLSL or an NLSL with a Consumer-Owned Resource if the following criteria are met:

- (1) the Consumer-Owned Resource and its expected generation amounts are indicated in section 7.4 of Exhibit A as serving a specific Planned NLSL or NLSL;
- (2) the Consumer-Owned Resource is physically located within Ellensburg's service territory;
- (3) the Consumer-Owned Resource is within the same Balancing Area Authority as the Planned NLSL or NLSL; and
- (4) the Consumer-Owned Resource is metered, regardless of nameplate size, and the meter data is communicated in accordance with section 15 and section 17 of the body of this Agreement.

If Ellensburg serves a Planned NLSL or an NLSL with a Consumer-Owned Resource, then Ellensburg may be required to purchase NR Support Services pursuant to requirements in the applicable Power Rate Schedules and GRSPs.

For purposes of determining Ellensburg's monthly power billing determinants, the load at a facility will be calculated by subtracting the actual generation from Ellensburg's Consumer-Owned Resource(s) identified in section 7.4 of Exhibit A from the metered hourly load of any Planned NLSL or NLSL listed in Exhibit D.

The generation from such Consumer-Owned Resources may not exceed the Planned NLSL or NLSL being served on any hour. BPA may adjust Ellensburg's power billing determinants to account for hourly excess Consumer-Owned Resource generation and may assess other charges or penalties in accordance with any applicable BPA Power Rate Schedules and GRSPs.

20.3.10.2 On-Site Renewable Resource/Cogeneration Exception

For purposes of this section 20.3.10.2, on-site means within the physical footprint of the NLSL facility as determined by BPA in the facility determination process.

Ellensburg may request to have BPA serve an NLSL at a PF equivalent rate, as established in the applicable 7(i) Process, if the following criteria are met:

- (1) Ellensburg's end use consumer applies an on-site renewable resource or on-site cogeneration resource to reduce the load at a facility, that is otherwise not eligible to be served at PF rates, to less than ten Average Megawatts in a consecutive 12-month period,
- (2) the on-site renewable resource or on-site cogeneration resource applied to the NLSL is behind Ellensburg's meter to the load at the facility, and
- (3) the on-site renewable resource or on-site cogeneration resource is continuously applied to serve the NLSL, consistent with BPA's NLSL Policy and BPA's Provider of Choice Contract Record of Decision (ROD), August 2025, as amended or replaced.

If Ellensburg meets the criteria above and BPA grants Ellensburg's request for the on-site renewable/cogeneration exception, then BPA shall: (1) list the Consumer-Owned Resource serving the NLSL in section 7.4 of Exhibit A and (2) revise section 1 of Exhibit D to add the on-site renewable resource or cogeneration facility and the requirements for such service.

20.4 Priority of Pacific Northwest Customers

The provisions of Sections 9(c) and 9(d) of the Northwest Power Act and the provisions of the Pacific Northwest Consumer Power Preference Act as amended by the Northwest Power Act, as implemented pursuant to BPA's 5(b)/9(c) Policy, are incorporated into this Agreement by reference. Ellensburg, together with other customers in the Region, shall have priority to electric power consistent with such provisions.

20.5 Prohibition on Resale

Ellensburg shall not resell Firm Requirements Power except to serve Ellensburg's Total Retail Load or as otherwise permitted by federal law.

21.3 Assignment

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld. Without limiting the foregoing, BPA's refusal to consent to assignment shall not be considered unreasonable if, in BPA's sole discretion: (1) the sale of power by BPA to the assignee would violate any applicable statute, or (2) such sale might adversely affect the tax-exempt status of bonds issued as part of an issue that finances or refinances the Columbia Generating Station or that such sale might limit the ability to issue future tax-exempt bonds to finance or refinance the Columbia Generating Station. Ellensburg may not transfer or assign this Agreement to any of its retail consumers.

21.4 No Third-Party Beneficiaries

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

21.5 Waivers

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or of any other breach of this Agreement.

21.6 BPA Policies

Any reference in this Agreement to BPA policies, including any revisions, does not constitute agreement of Ellensburg to such policy by execution of this Agreement, nor shall it be construed to be a waiver of the right of Ellensburg to seek judicial review of any such policy.

21.7 Rate Covenant and Payment Assurance

Ellensburg agrees that it shall establish, maintain and collect rates or charges sufficient to assure recovery of its costs for power and energy and other services, facilities and commodities sold, furnished or supplied by it through any of its electric utility properties. BPA may require additional forms of payment assurance if: (1) BPA determines that such rates and charges may not be adequate to provide revenues sufficient to enable Ellensburg to make the payments required under this Agreement, or (2) BPA identifies in a letter to Ellensburg that BPA has other reasonable grounds to conclude that Ellensburg may not be able to make the payments required under this Agreement. If Ellensburg does not provide payment assurance satisfactory to BPA, then BPA may terminate this Agreement. Written notices sent under this section must comply with section 1 of Exhibit I.

21.8 Procedure in the Event of Federal Base System Resource Loss

BPA shall provide notice to Ellensburg if BPA expects the loss of Federal Base System Resource, as defined in Section 3(10) of the Northwest Power Act, that: (1) is in excess of 450 aMW in a single year and is

20.6 Use of Regional Resources

20.6.1 Within 60 calendar days prior to the start of each Fiscal Year, Ellensburg shall provide notice to BPA of any firm power from Ellensburg's Generating Resources during its term, listed in Exhibit A that has been used to serve firm consumer load in the Region and that Ellensburg plans to export for sale outside the Region in the next Fiscal Year. Firm power includes firm energy and firm peaking capability.

BPA may request and Ellensburg shall provide within 30 calendar days of such request, additional information on Ellensburg's sales and dispositions of non-federal resources if BPA has information that Ellensburg may have made such an export and not notified BPA. BPA may request and Ellensburg shall provide within 30 calendar days of such request, information on the planned use of any or all of Ellensburg's Generating Resources.

During any Rate Period that Ellensburg has no purchase obligation for Firm Requirements Power under section 3, Ellensburg shall have no obligation to notify BPA of its exports under this section; provided, however, Ellensburg shall provide notification of all applicable exports in Rate Periods when it has a purchase obligation.

20.6.2 Ellensburg shall be responsible for monitoring any firm power from Generating Resources it sells in the Region to ensure such firm power is planned to be used to serve firm consumer load in the Region.

20.6.3 Subject to the 5(b)/9(c) Policy, if Ellensburg fails to report to BPA in accordance with section 20.6.1 above, any of its planned exports for sale outside the Region of firm power from a Generating Resource that has been used to serve firm consumer load in the Region, and BPA makes a finding that an export which was not reported was made, then BPA shall decrement the amount of its Firm Requirements Power sold under this Agreement by the amount and for the duration of the export that was not reported and by any continuing export amount. Decrements under the preceding sentence shall be first to power that would otherwise be provided at the applicable firm power rate, as determined by BPA. When applicable, such decrements shall be identified in section 3.2 of Exhibit A.

20.6.4 For purposes of this section 20.6, an export for sale outside the Region means a contract for the sale or disposition of firm power from a Generating Resource during its term that has been used to serve firm consumer load in the Region, which contract will be performed in a manner that such output is no longer used or not planned to be used solely to serve firm consumer load in the Region. Delivery of firm power outside the Region under a seasonal exchange agreement that is made consistent with BPA's 5(b)/9(c) Policy will not be considered

an export. Firm power from a Generating Resource used to serve firm consumer load in the Region means the firm generating or load carrying capability of a Generating Resource as established under the resource planning criteria generally used within the Region.

20.6.5 For purposes of this section 20.6, if Ellensburg has notified BPA that it will join and participate in an organized market using non-federal firm power produced by a Generating Resource dedicated to supply its Total Retail Load as identified in Exhibit A, then to the extent the organized market operates geographically both within and outside the Region, Ellensburg's participation in such market will not be considered an export outside the Region, provided Ellensburg's dedicated non-federal power obligation remains unchanged from the amount identified in Exhibit A. Ellensburg's participation in an organized market shall not increase the firm energy requirements of Ellensburg or other customers of the Administrator, as determined by the Administrator.

20.7 BPA Appropriations Refinancing

The Parties agree that the provisions of section 3201(i) of the Bonneville Power Administration Refinancing section of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (BPA Refinancing Act), P.L. 104-134, 110 Stat. 1321, 350, as stated in the United States Code on the Effective Date, are incorporated by reference and are a material term of this Agreement.

21. STANDARD PROVISIONS

21.1 Amendments

Except where this Agreement explicitly allows for one Party to unilaterally amend a provision or exhibit, no amendment of this Agreement shall be of any force or effect unless set forth in writing and signed by authorized representatives of each Party. Upon Ellensburg's request, and to the extent BPA determines it is practicable, BPA shall provide Ellensburg a reasonable opportunity to review any unilateral provision or exhibit revisions, or the data that will be input into an exhibit revision, prior to BPA making such unilateral revisions.

21.2 Entire Agreement and Order of Precedence

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement. The body of this Agreement shall prevail over the exhibits to this Agreement in the event of a conflict.

expected to last for a period of five or more years, and (2) the replacement cost of which would be included in the Tier 1 Cost Pool.

BPA shall conduct a public process to discuss targeted policy and CHWM Contract amendments if, within 30 calendar days of such notice provided in this section 21.8, a majority of CHWM Contract customers, or their representatives, indicate in writing to BPA the customer's support to open a public process to discuss targeted policy and contract amendments. For purposes of calculating utility count under this section, JOE Members will be counted individually.

22. PARTICIPATION IN WRAP

BPA is participating in the Western Resource Adequacy Program (WRAP) with its first binding season occurring prior to October 1, 2028. If BPA ceases to participate in WRAP, then BPA shall provide advance notice to Ellensburg of the date that BPA's participation will end.

The remainder of this section 22 will not apply if BPA is not participating in WRAP.

22.1 Responsibilities and Provision of Information Necessary for WRAP Participation

BPA shall be solely responsible for fulfilling its contractual obligations to WRAP and shall provide WRAP with any necessary data regarding Ellensburg's load and resources in compliance with WRAP requirements. Consistent with this section 22, section 17, and section 5 of Exhibit J, Ellensburg shall provide BPA with any necessary and requested information, forecasts, and attestations associated with Ellensburg's Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load.

22.1.1 By October 1, 2027, BPA shall notify Ellensburg of its preferred mode of communication for WRAP-related information.

22.1.2 BPA may request a signed Joint Contract Accreditation Form (JCAF) from Ellensburg for any Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load relevant to the WRAP. Ellensburg shall provide BPA with a signed JCAF(s) no later than 30 calendar days following such request and by the dates established in section 5 of Exhibit J. JCAFs provided under this section shall comply with the requirements of WRAP and shall be updated as appropriate to meet WRAP requirements.

22.2 WRAP-Related Charges Under a Sharing Event

If BPA incurs any charges from WRAP attributed to Ellensburg's Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load, then BPA shall pass through such charges, or the portion of such charges related to Ellensburg's resources, to Ellensburg, subject to the terms of section 5 of Exhibit J.

If BPA does not incur a charge from the WRAP entity but does incur a WRAP-related cost attributed to Ellensburg's Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load, then BPA may assess a charge pursuant to BPA's applicable Power Rate Schedules and GRSPs and as established in a 7(i) Process.

22.3 WRAP and Resource-Related Exhibit Revisions

By June 30, 2027, Ellensburg and BPA shall review and make any necessary revisions to Exhibit J to adjust the terms and conditions to implement this section 22. Such revision may include terms and conditions such as, but not limited to: BPA's preferred mode of communication, Ellensburg notices relevant to WRAP, pass through charges for resources (subject to the limitations in section 22.2 above), terms related to JCAFs, load exclusions, and any other terms necessary to facilitate BPA's participation in WRAP.

In addition, if after June 30, 2027 Ellensburg elects to apply a Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load to load for the first time, then Ellensburg and BPA shall review and make any necessary revisions to Exhibit J to adjust the terms and conditions to implement this section 22.

22.4 Load Exclusions

For purposes of this section 22, "load exclusion" means a distinct and separately metered load of Ellensburg for which BPA is not the exclusive wholesale provider and that is excluded from BPA's WRAP participation.

Ellensburg's request for a load exclusion, and BPA's decision of whether to allow such load exclusion, shall be pursuant to section 5 of Exhibit J.

23. FUTURE AMENDMENT FOR DAY-AHEAD MARKET IMPLEMENTATION

If BPA decides, or has decided, to join a day-ahead market to serve Ellensburg's load, then BPA shall conduct a public process to discuss implementation details of BPA's decision and work with customers to determine: (1) any necessary amendments to the Provider of Choice power sales agreements, including any necessary to align with an updated Transmission Services tariff and settlements under an organized market, and (2) the anticipated timeline for executing such amendments. Such public process shall not be construed as reconsideration of BPA's market decision. Any amendments negotiated during such public process shall be limited to those necessary to implement a day-ahead market and shall not be conditioned by either Party on modification to any other provision under this Agreement not related to implementing a day-ahead market. Following the conclusion of such public process, BPA shall issue the final amendment template and, based on the agreed-upon timeline, prepare and offer Ellensburg a contract amendment using the amendment template. Ellensburg's agreement to such amendment consistent with this section 23 shall not be unreasonably withheld.

Following BPA joining a day-ahead market to serve Ellensburg's load and the Parties amend this Agreement pursuant to this section 23, BPA shall also conduct a

public process on the topic of settlements for the Slice Product in the day-ahead market that BPA joins.

24. TERMINATION

BPA may terminate this Agreement if:

- (1) Ellensburg fails to make payment as required by section 16.4, or
- (2) Ellensburg fails to provide payment assurance satisfactory to BPA as required by section 21.7.

Such termination is without prejudice to any other remedies available to BPA under law.

25. SIGNATURES

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

CITY OF ELLENSBURG

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____

By _____

Name The Honorable Rich Elliott
(Print/Type)

Name Hope Ross
(Print/Type)

Title Mayor

Title Account Executive

Date _____

Date _____

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Exhibit A
NET REQUIREMENTS AND RESOURCES

1. NET REQUIREMENTS

BPA shall establish Ellensburg's Net Requirement based on its Total Retail Load minus: (1) Ellensburg's Dedicated Resources determined pursuant to section 3.3 of the body of this Agreement and listed in sections 2, 3, and 4 of this exhibit, and (2) Consumer-Owned Resources determined pursuant to section 3.6 of the body of this Agreement and listed in sections 7.1, 7.3, and 7.4 of this exhibit. The Parties shall not add or remove resource amounts to change Ellensburg's purchase obligations from BPA under section 3.1 of the body of this Agreement except in accordance with sections 3.4.2, 3.5, 3.6 and 10 of the body of this Agreement.

2. LIST OF SPECIFIED RESOURCES

Ellensburg does not have any Specified Resources at this time.

3. COMMITTED POWER PURCHASE AMOUNTS

3.1 Committed Power Purchase Amounts Used to Serve Total Retail Load

3.1.1 Shape of Committed Power Purchase Amounts

BPA shall calculate Ellensburg's Committed Power Purchase Amounts using the Flat Annual Shape monthly shape and the selected Diurnal shape listed below. BPA shall update the table below consistent with section 3.4.2 of the body of this Agreement.

Shape of Committed Power Purchase Amounts		
Monthly Shape	Diurnal Shape Choice	
Flat Annual Shape	HLH Diurnal Shape	Flat Within-Month Shape
X		X
X		X
X		X
X		X

3.1.2 Committed Power Purchase Amounts

Ellensburg does not have any Committed Power Purchase Amounts at this time.

3.2 Committed Power Purchase Amounts for 9(c) Export Decrements

Ellensburg does not have any Committed Power Purchase Amounts for 9(c) export decrements at this time.

4. DEDICATED RESOURCE AMOUNTS USED TO SERVE PLANNED NLSLS AND NLSLS

Ellensburg does not have any Dedicated Resource amounts serving a Planned NLSL or an NLSL at this time, in accordance with sections 3.5.8 and 20.3 of the body of this Agreement.

5. TOTAL DEDICATED RESOURCE AMOUNTS

Ellensburg does not have any Dedicated Resource amounts at this time.

6. LIST OF RESOURCES NOT USED TO SERVE TOTAL RETAIL LOAD

Pursuant to section 17 of the body of this Agreement, Ellensburg does not own any Generating Resources that are: (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 1.000 megawatt of nameplate capability.

7. LIST OF CONSUMER-OWNED RESOURCES

7.1 Consumer-Owned Resources Serving On-Site Consumer Load

Pursuant to section 3.6 of the body of this Agreement, Ellensburg does not have any Consumer-Owned Resources serving On-Site Consumer Load at this time.

7.2 Consumer-Owned Resources Serving Load Other than On-Site Consumer Load

Pursuant to section 3.6 of the body of this Agreement, Ellensburg does not have any Consumer-Owned Resources serving load other than On-Site Consumer Load at this time.

7.3 Consumer-Owned Resources Serving Both On-Site Consumer Load and Load Other than On-Site Consumer Load

Pursuant to section 3.6 of the body of this Agreement, Ellensburg does not have any Consumer-Owned Resources serving both On-Site Consumer Load and load other than On-Site Consumer Load at this time.

7.4 Consumer-Owned Resources Serving Planned NLSL or NLSL

Pursuant to section 20.3.10 of the body of this Agreement, Ellensburg does not have any Consumer-Owned Resources serving a Planned NLSL or an NLSL at this time.

8. TABLES FOR HLH DIURNAL SHAPE

8.1 Specified Resources

If Ellensburg elects the HLH Diurnal Shape for its Specified Resources, then Ellensburg shall fill in a table with monthly LLH and HLH amounts for each year of the upcoming Rate Period for each Specified Resource. The monthly LLH and HLH distributions shall be the same across all years of a Rate Period. Ellensburg shall submit the tables to BPA when Ellensburg makes its reshaping elections. BPA shall update the appropriate Dedicated Resource amounts pursuant to Ellensburg's submitted elections and consistent with section 3.4.2 of the body of this Agreement.

8.2 Committed Power Purchase Amounts

If Ellensburg elects the HLH Diurnal Shape for its Committed Power Purchase Amounts, then Ellensburg shall submit to BPA in writing its elected ratios of megawatt-hours per hour in HLH to megawatt-hours per hour in LLH by October 31 of a Rate Case Year. Ellensburg shall submit to BPA twelve monthly ratios and such monthly ratios shall apply for all years of the corresponding Rate Period. BPA shall update the table below pursuant to Ellensburg's submitted elections and consistent with section 3.4.2 of the body of this Agreement. BPA shall calculate Ellensburg's Committed Power Purchase Amounts using the ratios in the table below.

HLH Diurnal Shape for Committed Power Purchase Amounts												
Rate Period	HLH to LLH Ratios (HLH:LLH)											
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY 2029 – FY 2030												
FY 2031 – FY 2032												
FY 2033 – FY 2034												
FY 2035 – FY 2036												
FY 2037– FY 2038												
FY 2039 – FY 2040												
FY 2041– FY 2042												
FY 2043 – FY 2044												

9. REVISIONS

BPA shall unilaterally revise this exhibit to reflect: (1) Ellensburg's elections regarding the application and use of all resources owned by Ellensburg and Ellensburg's retail consumers and (2) BPA's determinations relevant to this exhibit and made in accordance with this Agreement. All other changes to this Exhibit A will be made by mutual agreement of the Parties.

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Exhibit B
CONTRACT HIGH WATER MARKS

1. CONTRACT HIGH WATER MARK (CHWM)

1.1 CHWM Amount

By September 30, 2026, BPA shall fill in the table below with Ellensburg's CHWM. Once established, BPA may only adjust Ellensburg's CHWM as permitted pursuant to section 1.2 of this exhibit.

CHWM (annual aMW) ^v:	
Note: BPA shall round the number in the table above to three decimal places.	
^v CHWM amount effective October 1, 2028.	

1.2 CHWM Adjustments

BPA shall determine any adjustments to Ellensburg's CHWM pursuant to this section 1.2. BPA shall notify Ellensburg of any adjustments and the date such adjustment will be effective.

1.2.1 Corrections for NLSLs

If after BPA establishes Ellensburg's CHWM pursuant to section 7 of the body of this Agreement, BPA determines that a load included in Ellensburg's Total Retail Load in the CHWM calculation was an NLSL or became an NLSL in FY 2023, then BPA shall adjust Ellensburg's CHWM by removing the FY 2023 load associated with the NLSL from Ellensburg's weather normalized Total Retail Load. BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM and its effective date. BPA shall provide Ellensburg written notice of the CHWM adjustment and its effective date, and will provide Ellensburg with a revised Exhibit B. In the event of an adjustment, and subject to any applicable statute of limitations, Ellensburg shall pay any charges calculated by BPA to account for the ineligible PF rate purchases dating back to October 1, 2028.

1.2.2 Annexed Load

If Ellensburg annexes load from a utility that has a CHWM Contract, then BPA shall increase Ellensburg's CHWM in an amount determined as follows:

- (1) If Ellensburg and the other utility involved in the annexation agree on the amount of the CHWM transfer to Ellensburg, then BPA shall adopt that amount if BPA determines such amount is reasonable.
- (2) If Ellensburg and the other utility cannot agree on the amount of the CHWM transfer to Ellensburg, or if BPA determines the amount agreed to in section 1.2.2(1) of this exhibit is unreasonable, then BPA shall calculate the amount of

Ellensburg's CHWM transfer using the following formula;
provided however that BPA may adjust the calculated amount
to reflect (A) the division of Dedicated Resources between the
utilities and (B) other pertinent information provided by
Ellensburg and the other utility:

$$\left[\frac{\text{Annexed Load minus annexed NLSLs, if any}}{\text{Other utility's pre-annexation Total Retail Load minus total NLSLs, if any}} \right] \times \left[\text{Other utility's pre-annexation CHWM} \right]$$

In no event shall the total CHWM amount of Ellensburg and the other utility after the transfer exceed the total CHWM amount of Ellensburg and the other utility prior to the transfer.

BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM which will be effective on the date that Ellensburg begins service to the Annexed Load.

1.2.3 Ceded Load

If another utility with a CHWM Contract annexes load of Ellensburg, then BPA shall reduce Ellensburg's CHWM in an amount determined as follows:

- (1) If Ellensburg and the other utility involved in the annexation agree on the amount of the CHWM transfer to the other utility, then BPA shall adopt that amount if BPA determines such amount is reasonable.
- (2) If Ellensburg and the other utility cannot agree on the amount of the CHWM transfer to the other utility, or if BPA determines the amount agreed to in section 1.2.3(1) of this exhibit is unreasonable, then BPA will calculate the amount of Ellensburg CHWM transfer using the following formula;
provided however, BPA may adjust the calculated amount to reflect (A) the division of Dedicated Resources between the utilities and (B) other pertinent information advanced by Ellensburg and the other utility:

$$\left[\frac{\text{Annexed Load minus annexed NLSLs, if any}}{\text{Ellensburg's pre-annexation Total Retail Load minus total NLSLs, if any}} \right] \times \left[\text{Ellensburg's pre-annexation CHWM} \right]$$

In no event shall the total CHWM amount of Ellensburg and the other utility after the transfer exceed the total CHWM amount of Ellensburg and the other utility prior to the transfer.

BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM which will be effective on the date that the annexing utility begins service to the Annexed Load.

1.2.4 Court Order on Annexation

BPA shall adjust Ellensburg's CHWM due to annexation if BPA's Administrator determines that a court order requires BPA to do so. BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM and its effective date. BPA shall provide Ellensburg written notice of the CHWM adjustment and revised Exhibit B as soon as reasonably practical.

1.2.5 Small Utility Adjustment

BPA shall determine in its sole discretion whether Ellensburg qualifies for the Small Utility Adjustment. If Ellensburg is eligible for the Small Utility Adjustment, then BPA shall also determine Ellensburg's Maximum Potential CHWM for purposes of this section 1.2.5. For purposes of this section 1.2.5, "Maximum Potential CHWM" means the lesser of: (1) double Ellensburg's CHWM as calculated in the FY 2026 CHWM Calculation Process, or (2) 5 aMW. By September 30, 2026, BPA shall fill in the table below indicating such eligibility and Ellensburg's Maximum Potential CHWM.

Eligible for Small Utility Adjustment	Maximum Potential CHWM

If Ellensburg is eligible for the Small Utility Adjustment as indicated above, then during each Above-CHWM Load Process BPA shall determine whether an adjustment is needed and calculate such adjustment as provided below. Any such adjustment would be added to Ellensburg's CHWM.

- (1) BPA will determine whether Ellensburg's Preliminary Net Requirement exceeds its CHWM.
- (2) If Ellensburg's Preliminary Net Requirement is less than its CHWM, then BPA shall make no adjustment to Ellensburg's CHWM.
- (3) If Ellensburg's Preliminary Net Requirement exceeds its CHWM, then BPA shall calculate a CHWM adjustment in an amount equal to the difference between Ellensburg's Preliminary Net Requirement and its CHWM not to exceed Ellensburg's Maximum Potential CHWM stated above.
- (4) If a proposed CHWM adjustment under section 1.2.5(3) above would exceed Ellensburg's Maximum Potential CHWM, then

BPA shall reduce such adjustment to an amount resulting in a CHWM that equals Ellensburg's Maximum Potential CHWM.

- (5) If Ellensburg's CHWM has been adjusted pursuant to section 1.2.5(4) above, then BPA shall make no additional change to Ellensburg's CHWM except as otherwise provided for in this Exhibit B.

For any Rate Period that BPA adjusts Ellensburg's CHWM pursuant to this section 1.2.5, BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM to be effective at the start of the next Rate Period. BPA shall provide Ellensburg written notice of the CHWM adjustment and revised Exhibit B. For purposes of the Tier 1 Marginal Energy True-Up rate, Ellensburg's CHWM shall be the Maximum Potential CHWM as stated above.

2. REVISIONS

BPA shall unilaterally revise this exhibit pursuant to section 1 of this exhibit. All other changes to this Exhibit B will be made by mutual agreement of the Parties.

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Exhibit C
PURCHASE OBLIGATIONS

1. FIRM REQUIREMENTS POWER AT TIER 1 RATES

The portion of Ellensburg's purchase obligation that is priced at Tier 1 Rates is established in section 8.1(1) of the body of this Agreement.

2. FIRM REQUIREMENTS POWER AT TIER 2 RATES

2.1 One-Time Above-CHWM Load Service Elections

Pursuant to section 9.2 of the body of the Agreement, Ellensburg shall elect one of the following four options below to serve its Above-CHWM Load which shall apply for the term of the Agreement except when Ellensburg elects to change its Tier 2 Long-Term Rate purchase election amount pursuant to the terms and conditions of sections 2.3.2 and 2.3.3 of this exhibit.

BPA shall revise this exhibit by March 31, 2027, to indicate Ellensburg's initial election and purchase obligation by adding an "X" to the box next to the applicable option below.

- Initial Election ☐ (1) **Option A. All Tier 2 Long-Term Rate option**
Ellensburg shall purchase and BPA shall serve all of Ellensburg's Above-CHWM Load with Firm Requirements Power priced at the Tier 2 Long-Term Rate.
- Initial Election ☐ (2) **Option B. Fixed Tier 2 Long-Term Rate option then flexible option**
Ellensburg shall purchase and BPA shall provide up to a fixed Average Megawatt amount of Ellensburg's Above-CHWM Load with Firm Requirements Power sold at the Tier 2 Long-Term Rate. Any remaining Above-CHWM Load will be served with: (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm Requirements Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

At the time of election as stated in section 9.3 of the body of this Agreement, Ellensburg shall notify BPA of the fixed Average Megawatt amount of its Above-CHWM Load BPA will serve up to with Firm Requirements Power sold at a Tier 2 Long-Term Rate. BPA shall update the following table to state such amount.

Fixed aMW Amounts - Tier 2 Long-Term Election								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: The amount in the table should be rounded to three decimal places.								

Initial Election ☐ (3) **Option C. Fixed flexible option then Tier 2 Long-Term Rate option**

Ellensburg shall elect up to a fixed Average Megawatt amount of Above-CHWM Load that will be served with: (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm Requirements Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

At the time of election, Ellensburg shall notify BPA of the fixed Average Megawatt amount of its Above-CHWM Load that will be served up to under the flexible option for the duration of the contract. BPA shall update the following table to state such amounts.

Ellensburg shall purchase and BPA shall serve any remaining Above-CHWM Load with Firm Requirements Power sold at the Tier 2 Long-Term Rate.

Fixed aMW Amounts - Flexible Election								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
<u>Note:</u> the amount in the table should be rounded to three decimal places.								

Initial Election ☐ (4) **Option D. All flexible option**
Ellensburg's Above-CHWM Load shall be served with (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm Requirement Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

If Ellensburg fails to notify BPA of its Above-CHWM Load service election pursuant to section 9.2 of the body of this Agreement, then Ellensburg shall be deemed to have elected option D under section 2.1 of this exhibit and Ellensburg shall serve all of its Above-CHWM Load amounts with the options stated in section 2.1(4) above.

Ellensburg's total Tier 2 Rate purchase obligation amount(s) that BPA shall provide and Ellensburg shall purchase consistent with sections 3.1 and 3.2 of the body of this Agreement shall be stated in the table below in section 2.9.

2.2 Rounding Option

If Ellensburg elects option B, C, or D under section 2.1 above, then by July 31, 2027, Ellensburg may elect to have BPA serve up to 0.999 aMW of its Above-CHWM Load through the Tier 1 Rate design, pursuant to the PRDM,

for the term of the Agreement. No later than March 31, 2028, BPA shall indicate Ellensburg's election for all Rate Periods through the term of the Agreement in the table below.

By July 31 of each Forecast Year, Ellensburg may notify BPA if it wants to change its rounding option election, and BPA shall update the table below to reflect such change by March 31 following Ellensburg's notification.

Rate Period	Rounding Option Elected
BP-29	
BP-31	
BP-33	
BP-35	
BP-37	
BP-39	
BP-41	
BP-43	
<u>Note:</u> Add X if customer elects rounding option.	

2.3 Tier 2 Long-Term Rate

2.3.1 Election Opportunity and Tier 2 Long-Term Rate Purchase Obligation Amount

Ellensburg may elect to purchase Firm Requirements Power at the Tier 2 Long-Term Rate to serve its Above-CHWM Load by selecting options A, B or C under section 2.1 of this exhibit. If Ellensburg elects option A, B or C, then BPA shall update the table below by March 31 of each Rate Case Year to state the amount of Firm Requirements Power Ellensburg is obligated to purchase at the Tier 2 Long-Term Rate for the upcoming Rate Period as follows.

If Ellensburg elects option A under section 2.1, then the amount of Firm Requirements Power Ellensburg is obligated to purchase at the Tier 2 Long-Term Rate shall equal Ellensburg's Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period, as stated in the table in this section 2.3.1.

If Ellensburg elects option B under section 2.1, then the amount of Firm Requirements Power Ellensburg is obligated to purchase at the Tier 2 Long-Term Rate shall be the lesser of Ellensburg's Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period, or the fixed Average Megawatt amount elected under the Tier 2 Long-Term option stated in the table in section 2.1(2) above.

If Ellensburg elects option C under section 2.1, then the amount of Firm Requirements Power Ellensburg is obligated to purchase at the Tier 2 Long-Term Rate shall equal the amount of Ellensburg's Above-CHWM Load, calculated for each Fiscal Year of the applicable Rate Period, that exceeds the fixed Average Megawatt amount to be served under the flexible option as stated in the table in section 2.1(3) above.

Tier 2 Long-Term Rate Purchase Obligation Amount								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: Fill in the table above with the annual Average Megawatts, rounded to three decimal places.								

2.3.2 Right to Reduce Tier 2 Long-Term Rate Election Amount Without a Fee

Ellensburg shall have a one-time right to request to reduce its Tier 2 Long-Term Rate election amount under options A, B, or C, without any charges or fees, if: (1) Ellensburg submits a written request to BPA prior to August 1, 2027, and (2) BPA has not acquired power for the purposes of serving Ellensburg's Tier 2 Long-Term Rate purchase obligation.

BPA, in its sole discretion, shall determine whether Ellensburg's request to reduce its Tier 2 Long-Term Rate election amount meets the notice requirements. BPA shall notify Ellensburg if the request does not meet the notice requirements.

If BPA determines that Ellensburg's request meets the notice requirements, then BPA shall reduce Ellensburg's Tier 2 Long-Term Rate election amount. By March 31, 2028, BPA shall: (1) update the applicable table(s) in section 2 of this exhibit with Ellensburg's updated Tier 2 Long-Term Rate election amount, and (2) update Ellensburg's election in section 2.1 if applicable.

2.3.3 Right to Reduce Tier 2 Long-Term Election Amount with a Fee

2.3.3.1 Changes to Tier 2 Long-Term Elections

Regardless of any reduction made pursuant to section 2.3.2 above, over the remaining term of the Agreement Ellensburg shall have a one-time right to reduce its Tier 2 Long-Term Rate election amount under section 2.1 above, including reducing such amount to zero.

2.3.3.2 Notification and Service Options

Ellensburg shall notify BPA in writing of its one-time election to reduce the amount of power Ellensburg is obligated to purchase under section 2.3.3.1 above no less than three years

prior to the start of the Rate Period that its election would be effective.

Ellensburg's election under section 2.3.3.1 above shall be binding for the remaining term of the Agreement.

If Ellensburg elects to reduce its Tier 2 Long-Term Rate election amount pursuant to section 2.3.3.1 above, then Ellensburg shall serve the amount of the reduction with: (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm Requirement Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

Ellensburg shall notify BPA of its intent to serve its Above-CHWM Load with one of the four options listed in section 2.3.3.2 consistent with the terms and conditions stated in section 2 of Exhibit C.

2.3.3.3 Exhibit Updates

By March 31 following Ellensburg's election notice under section 2.3.3.2 above, BPA shall: (1) update the applicable table(s) in section 2 of this exhibit, with Ellensburg's updated Tier 2 Long-Term Rate election amount, and (2) update Ellensburg's election in section 2.1 of this exhibit. BPA will update Exhibit A with any changes to Ellensburg's Dedicated Resource amounts.

2.3.3.4 Charges to Change Tier 2 Long-Term Election Amount

Ellensburg shall pay any charges that apply as a result of Ellensburg exercising the one time right to change its Tier 2 Long-Term Rate election amount under this section 2.3.3. BPA shall calculate such charges pursuant to the PRDM and the applicable Power Rate Schedules and GRSPs. BPA shall not make payment to Ellensburg as a result of BPA reducing the fixed up to Average Megawatt amounts of Firm Requirements Power that Ellensburg is obligated to purchase at Tier 2 Long-Term Rates.

2.4 Tier 2 Short-Term Rate

Subject to the limitations in section 2.4.1 below, Ellensburg may elect to purchase Firm Requirements Power at Tier 2 Short-Term Rates by electing option B, C or D under section 2.1 above.

If Ellensburg elects options B, C or D, then by July 31, 2027, and by July 31 of each Forecast Year, Ellensburg shall notify BPA of the amount of its Above-CHWM Load it requests for BPA to serve, if any, at the Tier 2 Short-Term Rate for the following Rate Period. Subject to the limitations in section 2.4.2 below, BPA shall update the table below by March 31 of each

Rate Case Year to state the amount of power Ellensburg is obligated to purchase at the Tier 2 Short-Term Rate as follows.

If Ellensburg elects option B under section 2.1, then the amount of Firm Requirements Power Ellensburg may request to purchase at the Tier 2 Short-Term Rate shall not exceed the difference between Ellensburg's Above-CHWM Load, calculated for each Fiscal Year of the applicable Rate Period, and the fixed Average Megawatt amount elected under the Tier 2 Long-Term option stated in the table in section 2.1(2) above.

If Ellensburg elects option C under section 2.1, then the amount of Firm Requirements Power Ellensburg may request to purchase at the Tier 2 Short-Term Rate, shall not exceed the lesser of Ellensburg's Above-CHWM Load amount calculated for each Fiscal Year of the applicable Rate Period or the fixed up to Average Megawatt amount to be served under the flexible option as stated in the table in section 2.1(3) above.

If Ellensburg elects option D under section 2.1, then the amount of Firm Requirements Power Ellensburg may request to purchase at the Tier 2 Short-Term Rate, shall not exceed Ellensburg's Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period.

Tier 2 Short-Term Rate Purchase Obligation Amounts								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: Fill in the table above with annual Average Megawatts, rounded to three decimal places.								

2.4.1 Limitations on Tier 2 Short-Term Rate Amounts

BPA shall attempt to acquire power to serve Ellensburg's total amount of load requested to be served with Firm Requirements Power at the Tier 2 Short-Term Rate. If BPA is unable to acquire power, at any price, and cannot meet all customers' requests to purchase power at the Tier 2 Short-Term Rate, then each applicable Rate Period BPA:

(1) shall notify Ellensburg of the unavailability of power at the Tier 2 Short-Term Rate and (2) may limit the amount of Firm Requirements Power at the Tier 2 Short-Term Rate that Ellensburg can purchase. If BPA receives multiple requests to provide Firm Requirements Power at the Tier 2 Short-Term Rate for the same Rate Period, and if BPA is only able to acquire power to serve a portion of the total requests for power priced at the Tier 2 Short-Term Rate, then BPA shall proportionally reduce all requests for the Rate Period on a pro rata basis.

By March 31, 2028 and by March 31 of each Rate Case Year thereafter, BPA shall notify customers of the unavailability or pro-rata reduction of power available at the Tier 2 Short-Term Rate.

2.4.2 Determining Pro-Rata Shares of Amounts at Tier 2 Short-Term Rate

If necessary pursuant to section 2.4.1 above, BPA shall determine Ellensburg's pro-rata amount of power available for purchase at a Tier 2 Short-Term Rate for the applicable Rate Period based on (1) the actual amounts BPA is able to acquire to meet all customers' aggregate requests for service at a Tier 2 Short-Term Rate and (2) the total amount of Firm Requirements Power requested at the Tier 2 Short-Term Rate in section 2.4 each Rate Period. BPA will adjust individual amounts of Firm Requirements Power at the Tier 2 Short-Term Rate downward by the ratio between sections 2.4.2.(1) and 2.4.2.(2) above to calculate the amounts of the proportional share adjustment.

In the event BPA adjusts amounts at the Tier 2 Short-Term Rate downward, Ellensburg shall apply Dedicated Resources to serve the portion of its election at the Short-Term Tier 2 Rate that BPA is unable to supply. BPA will update amounts in Exhibit A in accordance with section 2.6 below.

2.4.3 Failure to Make an Election

If Ellensburg fails to make an election and does not notify BPA of its Tier 2 Short-Term Rate election amounts pursuant to section 2.4 above, then BPA shall enter "zero" for the applicable Fiscal Years of the Rate Period. Ellensburg shall serve its remaining Above-CHWM Load amounts with Dedicated Resources to meet its Above-CHWM Load and any amounts will be updated in Exhibit A in accordance with section 2.6 below.

2.4.4 Liability

In no event shall BPA make payment to Ellensburg as a result of Ellensburg electing to reduce the amounts of Firm Requirements Power that Ellensburg is obligated to purchase at Tier 2 Short-Term Rates. In no event shall BPA make payment to Ellensburg if it is unable to secure power to meet requests for purchases at the Tier 2 Short-Term Rate.

2.5 Tier 2 Vintage Rate Alternative

If Ellensburg elects option B, C, or D under section 2.1 above, then Ellensburg is eligible to purchase Firm Requirement Power at a Tier 2 Vintage Rate, if offered by BPA, as described in this section 2.5. For purposes of this section 2.5, "Vintage Resource" means the output of a physical resource that BPA determines, in its sole discretion, to acquire for a period of greater than three years and that forms the cost basis for pricing Firm Requirements Power subject to an established Tier 2 Vintage Rate. BPA may offer to sell Firm Requirements Power at a Tier 2 Vintage Rate whenever it acquires a Vintage Resource.

BPA shall notify customers with a CHWM Contract at least 60 calendar days prior to making a Request For Offer (RFO) for a Vintage Resource. Within 30 calendar days of such notice, Ellensburg shall notify BPA of the amount of Firm Requirements Power it will purchase from BPA at a Tier 2 Vintage Rate associated with the Vintage Resource.

Following the close of the RFO, BPA shall determine, in its sole discretion, whether to proceed with acquiring the Vintage Resource. If BPA decides to proceed with acquiring the Vintage Resource, then BPA will notify Ellensburg of the available quantity, if any, of Firm Requirement Power that customer is eligible to purchase at the Tier 2 Vintage Rate, and the estimated Tier 2 Vintage Rate. Ellensburg shall execute a Statement of Intent, as stated in section 2.5.1 below, to purchase identified amounts of Firm Requirements Power at the applicable Tier 2 Vintage Rate. The Statement of Intent will include the process and timing to elect the Vintage Alternative and execute a Statement of Intent.

2.5.1 Statement of Intent

If Ellensburg elects to purchase Firm Requirements Power from BPA at Tier 2 Vintage Rates, then Ellensburg shall sign a Statement of Intent provided by BPA which will state the amount of power Ellensburg commits to purchase at a Tier 2 Vintage Rate. The Statement of Intent will be binding unless BPA does not complete the acquisition of the Vintage Resource consistent with section 2.5.3 below.

2.5.2 Tier 2 Vintage Rate

BPA shall determine the applicable Tier 2 Vintage Rate in accordance with the PRDM and applicable Power Rate Schedules and GRSPs. BPA will restate in the Statement of Intent the applicable Tier 2 Vintage Rate for the Vintage Resource.

2.5.3 BPA Acquisition of Vintage Resource

If BPA acquires the Vintage Resource, then BPA shall notify Ellensburg that the acquisition is complete and update the table in section 2.5.8 below with the amount of Firm Requirements Power sold at a Tier 2 Vintage Rate and the contract number for the Statement of Intent. If BPA does not complete the acquisition of the Vintage Resource, then BPA shall notify Ellensburg, and the Statement of Intent will become null and void. If BPA does not complete the acquisition, then Ellensburg's current elections for service to its Above-CHWM Load above shall continue to apply.

2.5.4 Additional Provisions Applicable to the Statement of Intent

2.5.4.1 Additional Terms and Conditions in Statement of Intent

In addition to paying the Tier 2 Vintage Rate, Ellensburg will also be subject to such additional terms and conditions associated with its selection of the Tier 2 Vintage Rate as

described in the Statement of Intent. Such additional terms may include, but are not limited to, liquidated damages, if applicable, associated with the purchase of the Vintage Resource.

2.5.4.2 Duration of Statement of Intent

The Tier 2 Vintage Resource amounts applied to serve Ellensburg's Above-CHWM Load under this Agreement will not apply beyond the expiration of this Agreement, except as stated in the Statement of Intent.

2.5.4.3 Maximum Amount of Firm Requirements Power at Tier 2 Vintage Rate

The maximum amount of Firm Requirements Power Ellensburg is eligible to purchase at a Tier 2 Vintage Rate will be equal to the annual maximum forecast of Ellensburg's flexible Above-CHWM Load amounts of Ellensburg's election under section 2.1, minus any Dedicated Resources serving Ellensburg's Above-CHWM Load. BPA will develop the annual maximum forecast of Ellensburg's flexible Above-CHWM Load amounts at the time BPA issues the RFO for the Vintage Resource. Such forecast shall apply for the term of BPA's acquisition of the Vintage Resource or the term of this Agreement, whichever terminates first.

2.5.4.4 Commencement of the Vintage Resource

Ellensburg's Statement of Intent shall include procedures for how BPA will address the availability and timing of a Vintage Resource, if the timing of such Vintage Resource is not concurrent with the timing of any elections made by Ellensburg in sections 2.1 and 2.4 of this exhibit.

2.5.5. Multiple Requests for Vintage Resource

Ellensburg's Statement of Intent shall include procedures for how BPA will address multiple requests for Firm Requirements Power sold by BPA at a Tier 2 Vintage Rate if the aggregate amount of customer requests exceeds the amount of the Vintage Resource.

2.5.6 Tier 2 Vintage Amounts in Excess of Above-CHWM Load

If Ellensburg purchases an amount of power from BPA at a Tier 2 Vintage Rate that exceeds its current Above-CHWM Load, then BPA, in its sole discretion, may either:

- (1) determine any amount of power that exceeds Ellensburg's Above-CHWM Load as surplus power and provide such to Ellensburg at a surplus rate equivalent to the applicable Tier 2 Vintage Rate to be managed by Ellensburg; or

- (2) in accordance with section 10 of this exhibit, and pursuant to the PRDM, provide a remarketing service for the power that exceeds Ellensburg's Above-CHWM Load until Ellensburg's Above-CHWM Load can accommodate the contracted amount of power purchased at the Tier 2 Vintage Rate.

2.5.7 Treatment of Tier 2 Vintage Rate and Tier 2 Short-Term Rate Purchase Obligations

In addition to the right to purchase power at a Tier 2 Vintage Rate established in this section 2.5, Ellensburg may have the opportunity to purchase Firm Requirements Power at Tier 2 Vintage Rates regardless of whether Ellensburg is purchasing power at Tier 2 Short-Term Rates, if BPA determines, in its sole discretion, to offer Ellensburg a Statement of Intent that would provide Ellensburg the opportunity to purchase Firm Requirements Power at Tier 2 Vintage Rates.

Any election by Ellensburg to purchase Firm Requirements Power at Tier 2 Vintage Rates shall not relieve Ellensburg of any obligation to purchase Firm Requirements Power at another Tier 2 Rate.

Any amounts of power that Ellensburg is obligated to purchase at a Tier 2 Vintage Rate or Tier 2 Short-Term Rate that exceeds its Above-CHWM Load will be treated pursuant to section 2.5.6 above.

2.5.8 Tier 2 Vintage Rate Elections, Amounts and Exhibit Updates

If applicable, BPA shall update the table below within 90 calendar days of signing the Statement of Intent, with Ellensburg's Tier 2 Vintage Rate purchase obligation amounts.

Ellensburg's Annual Amounts at Tier 2 Vintage Rate. Statement of Intent Contract No. «##PS-####»								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: Fill in the table above with annual Average Megawatts, rounded to three decimal places. Leave FY blank when not purchasing at a Tier 2 Vintage Rate. Include SOI number(s) in table title.								

By September 15 of each Fiscal Year or immediately following the establishment of a Tier 2 Vintage Rate for which Ellensburg signed a Statement of Intent, BPA shall update the table in section 2.8.2 with Ellensburg's Tier 2 Vintage Rate purchase obligation amounts.

2.6 Obligation to Apply Dedicated Resources

Ellensburg shall apply Dedicated Resources to serve the portion of its Above-CHWM Load that exceeds the sum of all Ellensburg's purchase obligations at

Tier 2 Rates under sections 2.3, 2.4, and 2.5 above. BPA shall add Ellensburg's Dedicated Resources to section 2 and section 3 of Exhibit A.

2.7 Above-CHWM Load Liability

If Ellensburg annexes load from another customer with a CHWM Contract that had Above-CHWM Load served with Firm Requirements Power purchased at a Tier 2 Long-Term Rates, Tier 2 Short-Term Rate or a Tier 2 Vintage Rate, then Ellensburg shall pay any costs that BPA determines apply as a result of such annexation. BPA shall determine such costs, if any, during the 7(i) Process that follows Ellensburg's notice of annexation. BPA shall include such cost identified through the 7(i) Process on Ellensburg's bill. In no event shall BPA make payment to Ellensburg as a result of Ellensburg reducing its amounts of Firm Requirements Power.

2.8 This section intentionally left blank.

2.9 Amounts of Power to be Billed at Tier 2 Rates

By March 31, 2028 and by March 31 of each Rate Case Year thereafter, BPA shall update the table in section 2.9 of this exhibit, consistent with Ellensburg's elections for the upcoming Rate Period, with: (1) the planned annual average amounts of Firm Requirements Power that Ellensburg shall purchase at the Tier 2 Long-Term Rate, Tier 2 Short-Term Rate, and Tier 2 Vintage Rate, if applicable, and (2) any remarketed Tier 2 Rate purchase amounts in accordance with section 10 of the body of this Agreement.

By March 31, 2028, and by March 31 of each Rate Case Year thereafter, BPA shall update the table below with such amounts for each year of the upcoming Rate Period consistent with sections 2.3, 2.4 and 2.5 of this exhibit. The difference between Above-CHWM Load and Tier 2 Rate amounts will be served pursuant to section 2.6 of this exhibit.

Annual Amounts Priced at Tier 2 Rates (aMW)								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
No Tier 2 at this time								
Remarketed or Surplus Power Vintage Rate Amounts								
Firm Requirements Power at Tier 2 Rates								

Annual Amounts Priced at Tier 2 Rates (aMW)								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
No Tier 2 at this time								
Remarketed or Surplus Power Vintage Rate Amounts								
Firm Requirements Power at Tier 2 Rates								
Notes: 1. List each applicable Tier 2 rate in the table above. For the first applicable Tier 2 rate replace No Tier 2 at this time with the name of the applicable Tier 2 rate. For each additional Tier 2 rate, add a new row above the Remarketed Amounts row. If Ellensburg elects not to purchase at Tier 2 rates, then leave No Tier 2 at this time in the table and leave the remainder of the table blank. 2. Fill in the table above with annual Average Megawatts rounded to three decimal places. 3. Fill in Firm Requirements Power at Tier 2 Rates as the sum of all Tier 2 Rate amounts less any Remarketed or Surplus Tier 2 Vintage Rate amounts.								

3. REVISIONS

BPA shall unilaterally revise this exhibit to reflect: (1) Ellensburg's elections regarding service to its Above-CHWM Load, and (2) BPA's determinations relevant to this exhibit and made in accordance with this Agreement. All other changes to this Exhibit C will be made by mutual agreement of the Parties.

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Exhibit D
ADDITIONAL PRODUCTS AND SPECIAL PROVISIONS

1. CF/CT AND NEW LARGE SINGLE LOADS

1.1 CF/CT Loads

Ellensburg has no loads identified that were CF/CTs as of September 1, 1979, as defined in Section 3(13)(A) of the Northwest Power Act.

1.2 Potential NLSLs

Ellensburg has no identified Potential NLSLs.

1.3 Planned NLSLs

1.3.1 Planned NLSLs Served by BPA

Ellensburg has no Planned NLSLs served by BPA.

1.3.2 Planned NLSLs Served with Dedicated Resource or Consumer-Owned Resource Amounts

Ellensburg has no Planned NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.

1.4 NLSLs

1.4.1 NLSLs Served by BPA

Ellensburg has no NLSLs served by BPA.

1.4.2 NLSLs Served by Dedicated Resource or Consumer-Owned Resource Amounts

Ellensburg has no NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.

1.4.3 Renewable Resource/Cogeneration Exception

Ellensburg's end-use consumer is not currently applying an on-site renewable resource or cogeneration facility to an NLSL.

2. REVISIONS

BPA shall unilaterally revise section 1, CF/CT and New Large Single Loads to reflect BPA's determinations made in accordance with section 20.3 of the body of the Agreement and section 1 of this Exhibit D. All other changes to this Exhibit D will be made by mutual agreement of the Parties.

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**Exhibit E
METERING**

1. METERING

BPA POD Name	BPA POD Number	BPA POM Name	BPA POM Number	POD Location Description	POD Voltage kV	POM Location Description	WECC Balancing Authority	Manner Of Service	Manner Of Service Description	Metering Loss Adjustment	Exception

2. REVISIONS

Each Party shall notify the other with any requests to update this exhibit. The Parties shall coordinate and seek mutual agreement on any such requested exhibit revisions. Upon such agreement, or if the agreement is unreasonably withheld or delayed, BPA shall revise this exhibit to accurately reflect what BPA determines are the actual characteristics of PODs and meter information described in this exhibit. Unless the Parties otherwise agree, BPA shall not revise the exhibit any sooner than 60 calendar days after the request to update this exhibit. BPA shall provide Ellensburg with a revised Exhibit E. The effective date will be the date stated at the top of the revised exhibit.

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Exhibit F SCHEDULING

1. DEFINITIONS

- 1.1 “Balancing Authority” means the responsible entity that integrates resource plans ahead of time, maintains demand and resource balance within a Balancing Authority Area, and supports interconnection frequency in real time.
- 1.2 “Balancing Authority Area” means the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.
- 1.3 “Electronic Tag” or “E-Tag” means an electronic record that contains the details of a transaction to transfer energy from a source point to a sink point where the energy is scheduled for transmission across one or more Balancing Authority Area(s), consistent with all relevant WECC, NAESB, NERC and FERC requirements.
- 1.4 “Heavy Load Hours” or “HLH” means hours ending 0700 through 2200 hours Pacific Prevailing Time (PPT), Monday through Saturday, excluding holidays as designated by the North American Electric Reliability Corporation (NERC).
- 1.5 “Interchange Points” means the points where Balancing Authority Areas interconnect and at which the interchange of energy between Balancing Authority Areas is monitored and measured.
- 1.6 “Light Load Hours” or “LLH” means: (1) hours ending 0100 through 0600 and 2300 through 2400 hours PPT, Monday through Saturday, and (2) all hours on Sundays and holidays as designated by NERC.
- 1.7 “Open Access Transmission Tariff” or “OATT” means the terms and conditions of point-to-point and network integration transmission services, ancillary services, and generator interconnections offered by BPA or a Third-Party Transmission Provider.
- 1.8 “Transmission Curtailment” means an event that is initiated by a transmission provider through a curtailment to the E-Tag as a result of transmission congestion or an outage on the path used to deliver Ellensburg’s Dedicated Resource.
- 1.9 “Transmission Curtailment Management Service” or “TCMS” means the service BPA will provide to customers with a qualifying resource when a Transmission Curtailment occurs between such resource and the customer load.

- 1.10 "Transmission Event" means a Planned Transmission Outage or a Transmission Curtailment.
- 1.11 "Transmission Scheduling Service" or "TSS" means the power scheduling service that BPA provides to Ellensburg that allows BPA to manage certain aspects of Ellensburg's BPA NT Agreement with Transmission Services, to allow BPA to use the inherent flexibilities of Ellensburg's network rights in combination with other network customers' rights to manage BPA's power resources efficiently, and to provide seamless scheduling for Transfer Service customers.

2. TRANSMISSION SCHEDULING SERVICE

If Ellensburg:

- (1) acquires BPA's Resource Support Services; and/or
- (2) purchases power from BPA at a Tier 2 Rate,

then Power Services shall provide and Ellensburg shall purchase Transmission Scheduling Service. In such case, the Parties shall revise this exhibit to include the terms and conditions of such service.

If Ellensburg is not required to purchase Transmission Scheduling Service, pursuant to the paragraph above, then Ellensburg, with six months' notice, may purchase Transmission Scheduling Service from Power Services and the Parties shall modify this exhibit to add the terms and conditions of such service.

3. AFTER THE FACT

BPA and Ellensburg shall reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first ten calendar days of the next month). BPA and Ellensburg shall verify all transactions pursuant to this Agreement as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

4. REVISIONS

BPA may unilaterally revise this exhibit:

- (1) to implement changes that BPA determines are reasonably necessary to allow it to meet its power and scheduling obligations under this Agreement, or
- (2) to comply with requirements of Western Electricity Coordinating Council (WECC), North American Energy Standards Board (NAESB), or NERC, WRAP or their successors or assigns.

BPA shall provide a draft of any unilateral revisions of this exhibit to Ellensburg, with reasonable time for comment, prior to BPA providing written notice of the revision. Such revisions will be effective no sooner than 45 calendar days after BPA provides written notice of the revisions to Ellensburg unless, in BPA's sole

judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC, WRAP or their successors or assigns. In such circumstances, BPA shall specify the effective date of such revisions.

All other changes to this Exhibit F will be made by mutual agreement of the Parties.

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Exhibit G
THIS EXHIBIT INTENTIONALLY LEFT BLANK

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Exhibit H
RENEWABLE ENERGY CERTIFICATES AND ENVIRONMENTAL ATTRIBUTES

1. PURPOSE AND INTENT; DISCLAIMER

The Parties acknowledge that: different jurisdictions, regulatory programs, and entities (federal, state, county, cities, and others) have different definitions for environmental attributes, renewable energy credits/certificates, emissions credits, and similar instruments; the various jurisdictions, programs, and entities are inconsistent in how they define and address these concepts; and these concepts are continually evolving. Accordingly, through this Agreement BPA does not attempt to define these concepts other than by reference to how they may be defined by others, and BPA does not represent or warrant that the items conveyed in this Exhibit H are suitable for a particular purpose or regulatory program. Whatever the regulatorily-defined environmental and non-power characteristics are of the power that customers buy from BPA, the purpose and intent of this Exhibit H is to convey to Ellensburg, in accordance with this Exhibit H, all Environmental Attributes, if any, and to the extent they exist, associated and commensurate with the physical amount of power Ellensburg buys from BPA and the Attribute Pools associated with Ellensburg's purchase obligation under this Agreement. This Exhibit H accomplishes this by BPA: (1) agreeing to register applicable generation, (2) providing for the creation of an Environmental Attribute Accounting Process, (3) producing Inventories of RECs based on power generated, (4) committing to transfer Ellensburg's share of RECs based on its BPA power purchases and as determined in accordance with this Exhibit H to Ellensburg, (5) committing to provide an emissions accounting and non-emitting generation accounting for customers' use, and (6) undertaking the other actions identified in this exhibit below.

2. DEFINITIONS

- 2.1 "Attribute Pools" means the results calculated in the Environmental Attribute Accounting Process whereby the physical resources and forecasted power deliveries associated with each of BPA's rates and firm power obligations are determined for the upcoming Rate Period.
- 2.2 "Emissions Allowance" means an authorization in a given jurisdiction to emit a specified amount of carbon dioxide equivalent or other measurement of greenhouse gases, and documented as an emissions credit, certificate, or similar instrument.
- 2.3 "Environmental Attribute Accounting Process" means the public process BPA will conduct each Rate Case Year, after the conclusion of each routine power rate 7(i) Process, during which the allocation methodology and Attribute Pools for BPA's Environmental Attributes for the upcoming Rate Period will be determined.
- 2.4 "Environmental Attributes" means the environmental and non-power characteristics of power, however defined or titled and arising under any federal, state, or local law or regulation, including but not limited to current

or future certificates, credits, benefits, and avoided emissions attributable to the generation of energy from a resource. Environmental Attributes do not include the tax credits associated with such resource. One megawatt-hour of energy generation from a resource is associated with one megawatt-hour of Environmental Attributes.

- 2.5 “Inventory” or “Inventories” means the Environmental Attributes, including RECs, that are attributable to the output of generation resources, by Attribute Pool(s).
- 2.6 “Renewable Energy Certificates” or “Renewable Energy Credits” or “RECs” means the tradeable certificates, credits, documentation, or other evidence that demonstrates: (1) that the electricity was generated from a renewable or non-emitting energy generating unit and (2) proof of ownership of the Environmental Attributes of such generated electricity in a REC tracking system. Some jurisdictions and regulatory programs may interpret a REC to include the emissions avoided by the generation of electricity by a renewable or non-emitting generating unit. For purposes of such situations, the Parties’ intent is that the RECs conveyed herein include the associated Environmental Attributes; however, this conveyance is not intended to impact BPA’s reporting in any generation-based emission programs where REC retirement is not required. One megawatt-hour of energy generation from a resource registered with the tracking system under section 5 is associated with one REC.
- 2.7 “Retire” or “Retirement” means an action taken to remove a REC from circulation within a REC tracking system.

3. **ENVIRONMENTAL ATTRIBUTE INVENTORY AND ACCOUNTING**

The Parties acknowledge that the Environmental Attribute accounting outlined below will be provided consistent with physical deliveries of power.

- 3.1 **Registration of Renewable Energy Generating Units**
BPA shall take all reasonable steps to register the applicable renewable energy generating units in BPA’s system mix, including any hydro resources, with the tracking system selected under section 5 of this Exhibit H.
- 3.2 **Environmental Attribute Accounting Process**
Starting after issuance of the Final ROD of the BP-29 power rate 7(i) Process, and after the issuance of the Final ROD in each subsequent routine power rate 7(i) Process thereafter through the term of the Agreement, BPA shall conduct an Environmental Attribute Accounting Process for each upcoming Rate Period.
- 3.3 **REC Inventory Accounting**
No later than April 15, 2030, and by each April 15 over the remaining term of this Agreement, BPA shall calculate its Inventory for RECs for each Attribute Pool created during the prior calendar year in the applicable Environmental Attribute Accounting Process for the applicable Rate Period.

3.4 Emission Accounting

No later than June 1, 2029 and by each June 1 thereafter, and as an outcome of the Environmental Attribute Accounting Process, BPA will provide emission accounting information and, if applicable, will provide such information consistent with state rules.

3.5 Non-Emitting Electric Generation Accounting

No later than June 1, 2029 and by each June 1 thereafter, and as an outcome of the Environmental Attribute Accounting Process, BPA will provide non-emitting electric generation accounting information and, if applicable, will provide such information consistent with state rules.

4. CUSTOMER'S SHARE OF RECS

All capitalized terms used in this paragraph and the related underlying processes described in this paragraph shall be as defined, determined and calculated under Ellensburg's Regional Dialogue CHWM Contract. By April 15, 2029, BPA shall transfer to Ellensburg or manage a pro rata share of Available Tier 1 RECs from calendar year 2028 based on Ellensburg's FY 2028 RHWM divided by the total FY 2028 RHWMs of all customers with Regional Dialogue CHWM Contracts. BPA shall also transfer to Ellensburg its share of Tier 2 RECs, if applicable, generated during calendar year 2028. Ellensburg agrees that its REC transfer or management election (WREGIS account, WREGIS subaccount, or remarketing) for Fiscal Year 2028 shall apply for all calendar year 2028.

By April 15, 2030, and by each April 15 over the remaining term of this Agreement, BPA shall determine Ellensburg's share of RECs as a pro rata share of the actual megawatt-hours of power Ellensburg purchased from BPA the prior calendar year under this Agreement. Ellensburg's pro rata share of each Inventory of RECs shall be calculated as the actual megawatt hours of power Ellensburg purchased from BPA under this Agreement during the prior calendar year from the applicable Attribute Pool divided by the sum of all power purchased from BPA for the applicable Attribute Pool.

5. TRANSFER AND TRACKING OF RECS

By December 1, 2029, Ellensburg shall provide written notice to BPA stating which one of the three options below it elects for the transfer of Ellensburg's share of RECs, for the remaining term of the Agreement. However, Ellensburg may change its transfer election for the remaining term of the Agreement by providing written notice to BPA of such change by December 1, 2030 or by any December 1 over the remaining term of the Agreement.

- (1) BPA shall transfer Ellensburg's share of RECs into Ellensburg's own Western Renewable Energy Generation Information System (WREGIS) account, which shall be established by Ellensburg; or
- (2) BPA shall transfer Ellensburg's share of RECs into a BPA-managed WREGIS subaccount. Such subaccount shall be established by BPA on Ellensburg's

behalf and the terms and conditions of which shall be determined by the Parties in a separate agreement; or

- (3) BPA shall transfer Ellensburg's share of RECs into a third party-managed WREGIS account. Ellensburg shall notify BPA of the third-party WREGIS account number in its notice provided pursuant to this section 5.

By April 15, 2030, and by each April 15 over the remaining term of this Agreement, BPA shall transfer Ellensburg's share of RECs from the prior calendar year to Ellensburg via WREGIS in accordance with its transfer election.

If Ellensburg's WREGIS account number has changed, then Ellensburg shall notify BPA of such change by December 1, 2028 and by each December 1 over the remaining term of this Agreement.

All references to WREGIS in this Exhibit H should be understood to mean WREGIS or a comparable commercial tracking system. BPA may change commercial tracking systems with reasonable advance notice to Ellensburg. In such case, the Parties shall establish a comparable process for BPA to provide Ellensburg its share of RECs.

6. FEES

BPA shall pay any reasonable fees associated with: (1) the transfer of Ellensburg's RECs into any WREGIS account or WREGIS subaccount and (2) the establishment of any WREGIS subaccounts in Ellensburg's name pursuant to section 5 of this exhibit. Ellensburg shall pay all other fees associated with any WREGIS or successor commercial tracking system, including WREGIS Retirement, reserve, and export fees.

7. EMISSION ALLOWANCES

7.1 BPA Compliance with Emission Allowance Program(s)

If over the term of this Agreement BPA incurs an emissions compliance obligation placed on electricity importers that provide power to Ellensburg's service territory, and if based on that compliance program:

- (1) BPA is obligated to obtain Emission Allowances sufficient to cover power purchased under this Agreement to Ellensburg, and
- (2) Ellensburg is eligible to receive Emission Allowances at no cost from Ellensburg's applicable jurisdiction and which can be used directly for compliance,

then Ellensburg shall transfer, or otherwise provide, Emission Allowances to BPA on the schedule and in the amount agreed to by BPA and Ellensburg that is sufficient to satisfy BPA's compliance obligations that arise in order to serve Ellensburg's load in its state.

The Parties shall revise section 7.2 below to include the specific terms and conditions, such as the calculation of the Emission Allowances to be transferred, and cost responsibilities, if any, associated with the transfer of Emission Allowances to BPA.

If Ellensburg elects to not revise this Exhibit H to include applicable special provisions in section 7.2 below, then BPA shall apply and Ellensburg shall pay the applicable Emissions Allowance costs through charges established in the BPA Power Rate Schedules and GRSPs.

7.2 Transfer of Emission Allowances to BPA
Placeholder for special provisions.

8. REVISIONS

BPA may unilaterally revise this exhibit:

- (1) to add or remove the terms and conditions of Ellensburg's WREGIS subaccount following either Ellensburg's election of a WREGIS subaccount pursuant to section 5 of this exhibit or either Party's notice for termination of a WREGIS subaccount; and
- (2) to incorporate any significant edits related to a change to the commercial tracking system, pursuant to the last paragraph of section 5 of this exhibit.

All other changes to this Exhibit H will be made by mutual agreement of the Parties. As discussed in section 1 of this exhibit, BPA and Ellensburg acknowledge that the regulatory concepts covered in this exhibit are not well settled and are continually evolving. Accordingly, if future regulatory concepts change such that the spirit and intent of this exhibit are not being met, then BPA agrees to discuss such situations with customers and, as needed, to attempt in good faith to agree on mutually acceptable amendments to this exhibit.

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Exhibit I
NOTICES AND CONTACT INFORMATION

1. NOTICES AND CONTACT INFORMATION

1.1 Notices

Any notice required under this Agreement that requires such notice to be provided under the terms of this section shall be provided in writing to the other Party in one of the following ways:

- (1) delivered in person;
- (2) by a nationally recognized delivery service with proof of receipt;
- (3) by United States Certified Mail with return receipt requested;
- (4) electronically, with verification of the electronic notice's origin, date, time of transmittal and receipt; or
- (5) by another method agreed to by the Parties.

Notices are effective when received.

1.2 Contact Information

The Parties shall deliver notices to the following people and address(es):

If to Ellensburg:

City of Ellensburg
501 N Anderson Street
Ellensburg, WA 98926-3147
Attn: Buddy Stanavich
Energy Services Director
Phone: (509) 962-7225
E-Mail: stanavichm@ci.ellensburg.was.us

If to BPA:

Bonneville Power Administration
1620 E Hawthorne Road
PO Box 789
Mead, WA 99021
Attn: Hope Ross-PSE-MEAD-GOB
Account Executive
Phone: (509) 822-4590
E-Mail: heross@bpa.gov

Additional BPA Contact:

Bonneville Power Administration
1620 E Hawthorne Rod
PO Box 789
Mead, WA 99021
Attn: Mary Beth Evans –
PSE-MEAD-GOB
Eastern Power
Customer Services Manager
Phone: (509) 822-4584
E-Mail: mbevans@bpa.gov

2. OPERATIONAL CONTACT INFORMATION

As applicable, the Parties shall notify the following people using the following methods for operations related to this Agreement, including scheduling:

If to Ellensburg:

Not Applicable

Or another mutually agreed upon
form of notification.

If to BPA:

Preschedule
E-Mail: PBLPresched@bpa.gov

Real Time: See E-Tag for contact

Or another mutually agreed upon
form of notification.

3. REVISIONS

Each Party shall notify the other Party of changes to their contact information above. After such notice, BPA may unilaterally revise section 1.2 and section 2 of this exhibit to reflect such changes to the Parties' contact information. All other changes to this Exhibit I will be made by mutual agreement of the Parties.

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Exhibit J
SUPPORT SERVICES; ADDITIONAL RESOURCE AND ENERGY STORAGE
DEVICE REQUIREMENTS

1. CUSTOMER RESOURCE ELECTIONS AND REQUIREMENTS SUMMARY

Elected Services by Resource					Resource Services and Requirements	
Resource Name	TSS Election		Applied to Tier 1 Allowance Amount	RSS Elections	Requires E-Tag	Flexible Resource Requirements
	TSS-Full	TSS-Partial				

2. TIER 1 ALLOWANCE AMOUNT

Ellensburg's total amount of Specified Resources that are applied to the Tier 1 Allowance Amount, as identified in section 2.1 of Exhibit A, are stated below. BPA shall calculate the Tier 1 Allowance Amount limit in accordance with section 3.5.2 of the body of this Agreement. If Ellensburg's CHWM changes, then BPA shall revise the Tier 1 Allowance Amount and Tier 1 Allowance Amount limit in the table below in accordance with section 3.5.2 of the body of this Agreement.

Tier 1 Allowance Amount (MW)	Tier 1 Allowance Amount Limit (MW)

3. RESOURCE SUPPORT SERVICES

3.1 BPA shall develop Support Services consisting of RSS and other Support Services to support eligible Dedicated Resources listed in section 2 and 3 of Exhibit A and eligible Consumer Owned Resources Serving On-site Consumer Load listed in section 7 of Exhibit A.

RSS may include, but are not limited to, providing forced outage services, services for generation that produces secondary energy, or services to support variable generation. Other Support Services may include, but are not limited to, scheduling services and curtailment management services. BPA shall offer an amendment to this Agreement with RSS and other Support Services contract provisions by July 31, 2026. Prior to that date, BPA shall provide Ellensburg a reasonable opportunity to provide input into the development or refinement of Support Services and the related contract provisions. BPA shall make RSS and other Support Services available starting in FY 2029.

3.2 If Ellensburg adds a New Resource to meet its obligations to serve Above-CHWM Load, consistent with the notice requirements in section 3.5.1 of the body of this Agreement, then Ellensburg may purchase RSS or a combination of RSS and other Support Services from BPA to support such resource.

4. EXISTING DISPATCHABLE RESOURCE CAPACITY SHAPING REQUIREMENTS

Ellensburg does not have any Existing Resources that are Dispatchable Resources.

5. RESOURCE ADEQUACY REQUIREMENTS AND SUBMITTALS

BPA acknowledges that the resource adequacy compliance requirements in this section 5 of Exhibit J are evolving. Accordingly, if future requirements change such that the intent of this section 5 is not being met, then BPA agrees to discuss such situations with customers and develop revisions to this section 5. In accordance with sections 17 and 22 of the body of the Agreement, the following shall apply.

5.1 Resource Adequacy Submittals for Dedicated Resources and Consumer-Owned Resources Serving On-Site Consumer Load

- 5.1.1 For all Ellensburg's Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load, Ellensburg shall submit to BPA the QCC values and JCAF(s) for the Generating Resource(s) Ellensburg will provide to meet its Dedicated Resource and Consumer-Owned Resource serving On-Site Consumer Load amounts for any Fiscal Year as follows.

For the winter WRAP season shown in the table below, such submittal shall be by November 1 prior to the Fiscal Year in which Ellensburg has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount.

For the summer WRAP season shown in the table below, such submittal shall be by June 1 prior to the Fiscal Year in which Ellensburg has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount.

WRAP Seasons	
Summer	June - September
Winter	November – March

- 5.1.2 Beginning October 1 immediately preceding the start of the winter season in which Ellensburg has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount, and beginning May 1 immediately preceding the start of the summer season in which Ellensburg has a Dedicated Resources or Consumer-Owned Resource serving On-Site Consumer Load amount, Ellensburg shall submit a generation schedule for such Generating Resource(s), in hourly amounts, no later than one month in advance of each operating day. Such generation schedule can be for each hour of the entire WRAP summer or winter season or for each hour of each individual future day of the season.

- 5.1.3 On each preschedule day of the applicable WRAP season, Ellensburg shall submit a generation schedule for the Generating Resource(s) Ellensburg will provide to meet its Dedicated Resource and Consumer-Owned Resource serving On-Site Consumer Load amounts, as applicable, in hourly amounts for the day of delivery.
- 5.1.4 If BPA determines that Ellensburg does not need to provide certain information required in sections 5.1.1, 5.1.2, and 5.1.3 above, then BPA shall revise the table below to list any resources and information that Ellensburg does not need to provide.

Resource Name	Resource and Information Exemptions

5.2 Resource Adequacy Services

Unless a self-supply option is available and elected by Ellensburg, Ellensburg shall purchase Support Services for the following resources for resource adequacy planning purposes: (1) New Resource amounts serving Above-CHWM Load and (2) Consumer-Owned Resources serving On-Site Consumer Load except for those listed in section 7.4 of Exhibit A, in accordance with the applicable Power Rate Schedules and GRSPs.

Ellensburg shall be responsible for any resource adequacy-related planning obligations for any Planned NLSL or NLSL served by Dedicated Resource amounts or Consumer-Owned Resources listed in section 7.4 of Exhibit A.

5.3 WRAP Load Exclusions

- 5.3.1 By July 31, 2027, and by July 31 of each Forecast Year thereafter, Ellensburg may request that BPA allow a load exclusion. Upon receipt of such request, BPA will analyze Ellensburg's request, including impacts to BPA's ability to maintain resource adequacy and reliability, and any potential cost shifts to BPA and other BPA customers. In its sole discretion, BPA may: (1) allow a requested load exclusion, (2) allow a requested load exclusion subject to conditions designed to offset any negative impacts the requested load exclusion may have on the reliability of the power system or to share costs; or (3) decline a requested load exclusion.

By October 15 of the Rate Case Year following the request, BPA shall provide Ellensburg notice of its decision regarding the requested load exclusion, including a summary of its analysis and any conditions. By January 31 of that Rate Case Year, the Parties shall revise section 5.3.2 of this exhibit to state the terms and conditions of any allowed load exclusion. Such load exclusions will be effective on October 1 following the Exhibit J revision and shall remain in effect for the duration of that Rate Period. If the Parties do not revise Exhibit J pursuant to this section by January 31 of the applicable

Rate Case Year, then BPA shall not allow the requested load exclusion for the upcoming Rate Period.

5.3.2 Ellensburg does not have a WRAP load exclusion at this time.

5.4 Submittal Method

No later than October 1, 2027, and in accordance with section 22.1.1 of the body of this Agreement, BPA shall update this section 5.4, and section 2 of Exhibit I as applicable, with BPA's preferred mode of communication for WRAP-related information.

5.5 Pass-through Charges

Pursuant to section 22.2 of the body of this Agreement, BPA shall pass through WRAP charges to Ellensburg in instances where the charge is related to one or more of the following: (1) non-performance of Ellensburg's resource as planned; (2) failure to meet the requirements of sections 5.1.1, 5.1.2, 5.1.3 and 5.2 above.

If BPA finds that only a portion of such WRAP charge is related to one of the conditions above, then BPA shall pass through only the portion related to such conditions. BPA shall not pass through charges that are related to the failure of BPA-provided Support Services.

For any single instance of a pass-through charge for WRAP, BPA shall waive a related charge that BPA determines to be duplicative to other charges assessed.

6. ENERGY STORAGE DEVICES

The data included in this section 6 is intended for informational purposes.

6.1 Definitions

For purposes of this section 6, the following terms shall have the meaning as defined.

6.1.1 "Cycle" means an Energy Storage Device has discharged an amount of energy equal to its maximum rated storage capacity and been recharged to 100 percent of that rated capacity.

6.1.2 "Cycles per Day" means the number of times, or fraction thereof, that an Energy Storage Device can complete a Charge Cycle within a normal 24-hour period.

6.1.3 "Hours of Maximum Discharge" means the number of hours, or fraction thereof, an Energy Storage Device can discharge at its Maximum Single Hour Discharge.

6.1.4 "Maximum Charge Rate" means the maximum rate at which an Energy Storage Device can be charged from either a full or partial

discharge to either a higher level of charge or a full charge, in percentage of full charge per hour.

6.1.5 “Maximum Single Hour Discharge” means the maximum megawatt-hours that an Energy Storage Device is rated for discharge on a single hour.

6.1.6 “Round Trip Efficiency” means the percent of energy used in charging an Energy Storage Device that later can be discharged to the alternating current electrical system.

6.1.7 “Storage Capacity” means the megawatt-hours of energy an Energy Storage Device is designed and rated to be able to store and discharge to the alternating current electrical system on an ongoing basis.

6.2 Notice of Energy Storage Device Connection

Ellensburg shall provide notice to BPA of its or its consumer’s intent to connect an Energy Storage Device to Ellensburg’s distribution system. Such notice shall be provided no fewer than 30 calendar days prior to the Energy Storage Device connection and shall include the information specified in section 6.3.1.3 below. BPA will populate the table in section 6.3.1.3 within 60 calendar days of receiving the notice.

6.3 List of Ellensburg and Consumer-Owned Energy Storage Devices

Ellensburg does not have any Energy Storage Devices at this time.

7. REVISIONS

BPA shall unilaterally revise this exhibit to reflect: (1) Ellensburg’s resource elections and requirements in section 1 of this exhibit; (2) Ellensburg’s Tier 1 Allowance Amount in section 2 of this exhibit; (3) resource adequacy requirements in section 5 of this exhibit; and (4) updates or additions to Energy Storage Devices in section 6 of this exhibit. Additionally, BPA shall unilaterally revise section 3, Resource Support Services, of this exhibit to implement an established BPA rate for such products or services.

All other changes to this Exhibit J will be made by mutual agreement of the Parties.

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MANAGER'S REPORT

DATE: November 3, 2025

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Ribbon Cutting for Reecer Creek Levee Project on November 7

The City of Ellensburg invites the community to a ribbon cutting ceremony for the Reecer Creek Levee Project on Friday, November 7, 2025, at 9 a.m. The brief ceremony will take place on the Levee located at the northwest intersection of Dolarway Road and Enterprise Way.

2. Priority Based Budgeting Set to Begin in 2026

Given the long-term challenges of balancing the City's General Fund budget, staff propose using a new method—Priority-Based Budget Process—for development of the 2027-2028 Biennial Budget. This method will involve Council and community members in setting priorities with deeper discussions about services and service-levels for programs and projects, building understanding revenue and limitations, and exploring sustainable options for the future. This work will begin with a Council retreat early in 2026 and will include an ad hoc community-based advisory committee.

3. Comp Plan Chapter 9 and City Code Chapter 1.88 Amendments

Staff was given direction by Council at their October 20, 2025, meeting to develop a replacement chapter for the current Chapter 9 in the City's Comprehensive Plan. There was an understanding that this likely will need to be completed during the periodic update in 2026. With this action, Chapter 9 would remain in place in the comprehensive plan until a new replacement chapter was created and agreed upon for adoption by council.

Staff have proposed a near-term action that resulted from comments received throughout the community engagement process, and Council's discussion on October 20 around the public's questions and concerns about complying with federal law and maintaining federal funding. Staff propose a slightly revised version of Chapter 9 which will be presented at the 2025 Planning Commission public hearing on November 13, 2025, that addresses the public's concerns, but also allows the City to remain in compliance with the dynamic landscape of state and federal law.

As part of the periodic update to the Comprehensive Plan to be adopted by 12/31/2026, staff will continue actions to engage in community conversations and additional revisions to be incorporated into the chapter and/or Plan. This will allow for concepts from different perspectives, goals within Chapter 9 and others, and information gathered during future engagement in 2026, to be incorporated into the new chapter in a wholistic manner. This approach allows for a more custom chapter to reflect Ellensburg needs and community vision.

Because the legal landscape around diversity, equity, and inclusion (DEI) continues to change at the state and federal levels, staff propose to bring revisions to Ellensburg City Code, Chapter 1.88 - Diversity, Equity and Inclusion Commission, before the end of the year for Council consideration.

4. Preview of November 17 Council Agenda

The next meeting will include a presentation on the FLOCK System and the Clean Energy Implementation Plan (CEIP). All 2026 Council-funded grant program recommendations will be presented for consideration, plus the Arts Commission spending plan. The mid-biennial budget information and proposed State Legislative Priorities for the 2026 session will be presented as well.



Ellensburg Parks & Recreation in partnership with
Rotary and Central Washington University
presents the 30th annual

Community Thanksgiving Dinner

Wednesday, November 26, 2025
3:00-6:00 p.m.

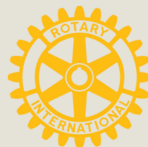
Armory at the Kittitas Valley Event Center
901 E. 7th Ave., Ellensburg, WA 98926

Everyone is welcome!

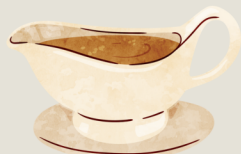
Please enjoy the meal on-site and leave pets at home.

Contact the Adult Activity Center at
509-962-7242 to sign up to volunteer or to
make monetary or food donations.

Rotary



CWU





New Way To Report City of Ellensburg Power Outages

The City of Ellensburg is excited to announce a new communication system designed to keep you informed and safe during power outages and other planned utility maintenance. Starting in December, watch for a text message opting you in to receive alerts.

How To Report A Power Outage

Text or Call **(509) 902-6121** to report a power outage.

- Text **"OUTAGE"** – Report a power outage
- Text **"STATUS"** – Receive the current status of a power outage
- Text **"STOP"** - Stop receiving messages and opt out
- Text **"START"** - Opt back in to receive messages if you've previously opted out

Outage

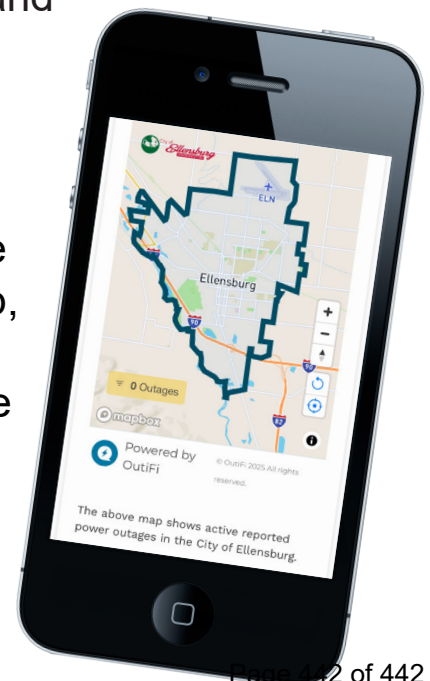
Would you like to report a power outage? If yes, reply YES. If not, reply NO to start over.

Update Your Contact Information Today!

Does the City of Ellensburg have your current contact information on file? Log in to your utility billing account at <https://myutilityaccount.ellensburgwa.gov/> to check that your phone number and email are current for both billing and utility outage information. The City of Ellensburg is now sending important text or phone notifications related to utility service, public safety, and community well-being. Msg&Data rates may apply. To opt out, text STOP or for help, text HELP to (509) 902-6121.

View Outages On The Power Outage Map

Our new outage map shows reported power outages in the City of Ellensburg. If you don't see your outage on the map, call or text your outage information. When there are active incidents, updates will be posted to the map. Check out the map at: www.ellensburgwa.gov/poweroutagemap



Ellensburg Energy Services
(509) 902-6121
www.ellensburgwa.gov