Pledge of Allegiance

1. Call to Order & Roll Call
2. Proclamations
3. Awards and Recognitions
4. Approval of Agenda
5. CONSENT AGENDA
   Items listed below have been distributed to Councilmembers in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Councilmember or at the request of a member of the public with concurrence of a Councilmember. Requests to remove items should be made under Item 4 Approval of Agenda.
   A. Approve Minutes – December 2, 2019, Regular Meeting
   B. Acknowledge Minutes of Boards and Commissions
      (1) Affordable Housing Commission – November 6 & 13, 2019
      (2) Arts Commission – November 14, 2019
      (3) Landmarks & Design Commission – November 5, 2019
      (4) Lodging Tax Advisory Committee – October 23, 2019
      (5) Utility Advisory Committee – October 17, 2019
   C. Accept Bid Call 2018-39 Illinois Well Development Project as Complete
   D. Adopt Revisions and Additions to the Public Works Development Standards
   E. Authorize Mayor to Sign Amendment Two to Agreement for Banking Services with U.S. Bank National Association
   F. Authorize City Manager to Sign Agreement with Kittitas County for Animal Shelter Services
   G. Authorize City Manager to Sign Amendment Four to the Agreement for the Turn Key Operation of the Central Transit Fixed Route Bus System
   H. Approve University Way Banner Request for Ellensburg Youth Baseball & Softball from December 30, 2019 to January 19, 2020
   I. Approve December 16, 2019 Voucher Listing
6. Petitions, Protests and Communications
7. Citizen Comment on Non-agenda Issues
8. Business Requiring Public Hearings
   A. Public Hearing (legislative) and Proposed Ordinance to Consider Land Development Code Chapter 15.395 Wireless Communication Facilities
   B. Public Hearing (legislative) to Consider Adoption of Pre-Annexation Agreement for Parcels 322733, 20998 and 20999
   C. Public Hearing (legislative) and Second Reading of Ordinance 4828 to Annex Parcels 322733, 20998 and 20999
   D. Public Hearing Declaring City Property, Parcels 541133, 937033 and 617033 as Surplus for Public Benefit of Affordable Housing
9. Introduction and Adoption of Ordinances and Resolutions
   A. Proposed Resolution for Allocation of 2020 Lodging Tax Funding
10. Unfinished Business
11. New Business
   A. Authorize Order-In of Willow Street Frontage Improvement Deferrals
12. Miscellaneous
   A. Manager’s Report
B. Councilmembers’ Reports

13. Executive Session
14. Adjournment
1. Roll Call Present: Engel, Goodloe, Lillquist, Miller, Morgan and Tabb.

Councilmember Miller moved for an excused absence for Councilmember Klauss. Motion Approved 6-0.

Others present were City Manager Akers; Assistant City Manager/City Attorney Weiner; City Clerk Leader; Executive Assistant Gigstead; Community Development Director Sackett; Long Range Planner San Filippo; Economic Development Manager Honeycutt; Human Resources Director Smith; Public Works and Utilities Director Lyyski; Assistant City Engineer Mattson; Collection Serviceperson, Chance Blalock; Senior Planner, Stacey Henderson; and approximately twenty-five members of the audience.

2. Proclamations

A Proclamation for 2019 Ellensburg High School Girls Cross Country Team 2A State Champions Day was presented and read by Councilmember Miller.

Councilmember Morgan moved to authorize the Mayor to sign the Proclamation. Motion Approved 6-0.

3. Awards & Recognitions

Ryan Lyyski, Public Works and Utilities Director, introduced Chance Blalock, Collection Serviceperson.

Kirsten Sackett, Community Development Director, introduced Stacey Henderson, Senior Planner.

4. Agenda Approval

Councilmember Lillquist moved to approve the Agenda as presented. Motion Approved 6-0.

5. Consent Agenda

Councilmember Lillquist moved to approve the Consent Agenda as presented. Motion Approved 6-0.

6A. Board and Commission Applications
Councilmember Morgan moved to re-appoint individuals who indicated willingness to serve on the Boards and Commissions as follows:

John Perrie
Charli Sorenson
Rusty Gigstead
Douglas Ryder
Andrea Sledge
Matt Anderson
Robert Mersinger

Affordable Housing Commission
Affordable Housing Commission
Building Appeals Board
Building Appeals Board
Environmental Commission
Lodging Tax Advisory Committee
Public Transit Advisory Committee

Motion Approved 6-0.

6B. Request for Letter of Support for Behavioral and Mental Health Sales and Use Tax Measure

Rich Elliott, Kittitas Valley Fire & Rescue employee & Kittitas County Health Network member, spoke regarding a proposal to encourage the County Commissioners to create a fund from one tenth of one percent Sales and Use Tax, to assist people with behavioral or mental health issues in need of care. The request was for a letter of support from Council to the County Commissioners.

Councilmember Morgan moved that the Mayor sign a letter in support of the proposed one tenth of one percent sales tax to support mental health, behavioral health and substance abuse services in the County. Motion Approved 6-0.

7. Citizen Comment on Non-Agenda Issues

None

8. Business Requiring Public Hearings

None

9A. Second Reading and Adoption of Ordinance 4838 Amending Ellensburg’s Comprehensive Plan

Angela San Filippo, Long Range Planner, presented a staff report and explained the changes made to the Comprehensive Plan. She explained that since first reading, there was a necessary amendment to proposed changes in the Economic Development Chapter. She read revisions, which were on page 130 in the Agenda packet.

Councilmember Goodloe moved to conduct second reading and adoption of Ordinance 4838 as amended on page 130. Motion Approved 6-0.

9B. Second Reading and Adoption of Ordinance 4844 for Revising Low Income Utility Rates
Ryan Lyyski, Public Works & Utilities Director, presented a staff report. There was a brief discussion regarding current participant level and if any current participants would not qualify under the criteria.

Councilmember Morgan moved to conduct second reading and adoption of Ordinance 4844. **Motion Approved 6-0.**

**9C. Second Reading and Adoption of Ordinance 4845 Revising Ellensburg City Code Chapter 14.04 – Traffic Impact Fee Exemptions**

Angela San Filippo, Long Range Planner, presented a staff report. She explained the change staff made in Section E.2. (low income housing) revising language “...from a period of not less than 15 years...” to 12 years.

Councilmember Miller moved to conduct second reading and adoption of Ordinance 4845 as amended. **Motion Approved 6-0.**

**9D. Proposed Resolution to Accept Donation from the Hogback Development Group**

Brad Case, Parks and Recreation Director, presented information in the staff report.

Councilmember Miller moved to adopt Resolution 2019-37, accepting the donation of $1,000 from Hogback Development to the Stan Bassett Youth Center and approve the necessary budget adjustments. **Motion Approved 6-0.**

**9E. Proposed Resolution to Set Compensation Rates for Non-Represented Employees for 2020**

Cindy Smith, Human Resources Director, presented a staff report and explained a revision was made to the Resolution since publication, which changed Parks and Recreation Department wages. She reviewed the addition of the Assistant City Attorney position to the 2020 budget.

Councilmember Lillquist moved to adopt Resolution 2019-38 for the 2020 pay scale with the replacement page of 191 and authorizing the necessary budget adjustments. **Motion Approved 6-0.**

**9F. Proposed Resolution Authorizing the City to Join Washington State Transit Insurance Pool**

Josh Mattson, Assistant City Engineer, presented information and a staff report. Membership in the Washington State Transit Insurance Pool (WSTIP) would provide the required transit insurance, who is currently the only carrier of transit insurance in the State of Washington.

Councilmember Morgan moved to adopt Resolution 2019-39 authorizing the Mayor to sign the Interlocal Agreement between the City and WSTIP and appointing the City Transit Manager and City Attorney (as alternate) to the WSTIP board of Directors and confirming the City agrees to the membership requirements of the WSTIP. **Motion Approved 6-0.**
Councilmember Morgan moved to authorize the Finance Director to make the necessary budget adjustments of $37,128 and return with a supplemental budget request. **Motion Approved 6-0.**

### 10. Unfinished Business

None

#### 11A. Approval of the Ellensburg Arts Commission 2020 Grant Awards

Carolyn Honeycutt, Economic Development Manager/Arts Commission Liaison, presented information concerning the grant applications and the Arts Commission recommended allocation of funding in the amount of $20,035 for 2020 budget year.

Councilmember Miller moved to approve the Ellensburg Arts Awards as presented. **Motion Approved 6-0.**

#### 11B. Affordable Housing Commission Recommendations on Sales Tax Funding and City Property Contributions for Affordable Housing

Angela San Filippo, Long Range Planner, presented a staff report and information concerning the RFP process and recommendation of the two projects from the Affordable Housing Commission. Total recommended funding will be $1,165,000, which is more than what projected funds will be in the Affordable Housing fund after first quarter 2020. Potential bonding capacity for the City may be necessary, but the Affordable Housing Commission deferred timing of bonding, dependent upon construction timeline of the HopeSource project, and other potential projects, including the Community Garden property.

Councilmember Morgan moved to authorize the Mayor’s signature on award letters to Crytyl Enterprises and HopeSource. **Motion Approved 6-0.**

Charli Sorenson, Affordable Housing Commission member, acknowledged Angela’s efforts.

Councilmember Morgan moved to approve the necessary budget adjustments, direct staff to initiate contract negotiations with Crytyl Enterprises upon receipt of signed funding conditions, incorporating the five recommendations on page 282 of the Agenda packet, and initiate contract negotiations with HopeSource upon staff determination that funding conditions have been met. **Motion Approved 6-0.**

#### 12A. Manager’s Report

The City Manager presented the Manager’s report. He requested Council set public hearings for the December 16, 2019 Council meeting.

Councilmember Morgan moved to set an open record public hearing for December 16, 2019 for second reading of Ordinance for Annexation request. **Motion Approved 6-0.**
Councilmember Morgan moved to conduct a public hearing for December 16, 2019 for Resolution to adopt a Pre-Annexation Agreement for Parcels 322733, 20998 and 20999. **Motion Approved 6-0.**

Councilmember Morgan moved to set an open record public hearing on December 16, 2019 for first reading of an Ordinance to adopt Permanent Chapter 15.395 for Wireless Communications Facilities in Ellensburg City Code. **Motion Approved 6-0.**

Councilmember Morgan moved to set a public hearing for December 16, 2019 to consider surplus of property at Water Street and Bender Road. Councilmember Morgan amended the motion to include the property at the Community Garden location. **Motion Approved 6-0.**

**12B. Councilmembers’ Reports**

Councilmember Engel attended Law and Justice Council;

Councilmember Goodloe attended the Utility Advisory Committee;

Councilmember Lillquist reported on Environmental Commission discussion regarding the City and County determining feasibility of creating aggregate from glass no longer being recycled and whether staff time should be spent researching the issue. She will attend the Solid Waste meeting on December 4. She attended the Utility Advisory Commission where the Clean Energy Transformation Act and requirements for programs for funding low income energy assistance were discussed. A letter was drafted to the Department of Commerce for the Mayor’s signature. Council consensus was to approve the Mayor’s signature on the letter. She commented on the passing of former councilmember, Donna Nylander and if recognition by the City could be done.

Councilmember Miller reported on the Forestry Council meeting in Ohio and County Homelessness & Affordable Housing meeting;

Councilmember Morgan attended the Kittitas County Council of Governments and reported on grant funding (.09 funding).

**13. Executive Session**

None

**14. Adjourn**

Councilmember Morgan moved to adjourn at 8:36 p.m. **Motion Approved 6-0.**
Date and Time: Affordable Housing Commission meeting, November 6, 2019 - 4:30 p.m.
Place of Meeting: City Hall Council Chambers
Present: Charlie Sorenson, Dolores Gonzalez, Hannah Tower, Nancy Goodloe, John Perrie, Sarah Bedsaul, and Nathan McQuinn
Absent:
Others Present: Long Range Planner, Angela San Filippo; Community Development Director, Kirsten Sackett; Katie and Tyler Glahn, Crytyl Enterprises; Linda Kelly, Emily Jacobs, Jared Vallejo, Marc Kirkpatrick, Habitat for Humanity; Craig Kelly, John Raymond, HopeSource; Doug Stalder, Milt Johnston; and three members of the public

1. CALL TO ORDER
Chairwoman Goodloe called the meeting to order at 4:30 pm. Nancy Goodloe discussed the 1/10 of one percent sales tax and a brief background on the application process.

2. APPROVAL OF THE AGENDA
Commissioner Bedsaul made a motion to approve the agenda. Commissioner Perrie seconded. All in favor of approving the agenda, motion passed.

3. APPROVAL OF THE MINUTES
Commissioner Gonzalez made motion to approve the minutes as presented. Commissioner McQuinn seconded. All in favor of approving the agenda, motion passed.

4. NEW BUSINESS
a. Deliberation and discussion of affordable housing applications

Chairwoman Goodloe introduced the applications and provided an overview of meeting organization: the Commission will ask general questions of applicants first and then get into project specific questions. Goodloe talked through the next steps in the process. Brief discussion on next meeting date, San Filippo will look into meeting space for next week.

Gonzalez asked Habitat and Crytyl what credit scores they are looking for from applicants. Tyler Glahn and Linda Kelly both responded credit scores will be based on lenders, but they generally expect credit scores in the 600s. Brief discussion on the state bond program and 620 credit score minimum. Goodloe asked about Crytyl’s applicant screening process. Mr. Glahn clarified that they will be looking towards the City to have an application and the application would go to the lender after they go through the City process.

Discussion on City involvement in screening applicants. Mr. Glahn clarified that he would like to have 18 people pre-qualified with another 18 pre-qualified as a back-up. He also mentioned potential partnership with HopeSource or another entity to help with applicant referrals.
Goodloe asked about a contingency plan if the homes don’t sell. Mr. Glahn said the homes would be rented and they have experience as a property manager. Bedsaul asked about selling them at market rate and paying the City back. Mr. Glahn said that that would be an exit strategy, but the intent would be to rent as affordable housing.

Sorenson asked whether Crytyl would consider other sizes of housing. Mr. Glahn clarified there are economies of scale, it is more expensive to build kitchens, bathrooms, etc. He would consider going down to a 3 bedroom unit but 1 or 2 bedroom houses would not be cost effective and it wouldn’t pencil out.

Discussion ensued on the mortgage payment indicated in the application including taxes and insurance. Mr. Glahn said he used a spreadsheet developed for Yakima that shows the average utility cost for households based on energy type.

Bedsaul explained her thought process on landscaping and carports, she has concerns over the lack of the landscaping. Mr. Glahn said he would have to fine tune the application and look at the expenses again. Mrs. Glahn said in their experience, landscaping for a very small lot is about $8k. Mr. Glahn indicated they did not know the timeline, and didn’t want to go into a lot of expense without getting a commitment from the City. Bedsaul would like to see options for home improvements in the future, for example framing in a carport.

Mr. Glahn said there is probably room for landscaping costs in the budget but not for carport or garage. Perrie asked about a homeowners association. Mr. Glahn said for the covenant there would have to be a homeowners association. There is typically a fee and this could hinder the affordability component but there might be a mechanism for homeowners to volunteer time and energy to a homeowners association. Ms. Kelly said Habitat would have an HOA, she referenced the stormwater area that will need to be maintained. Crytyl provided clarification that they would be the seller and would not be able to represent the buyer.

Goodloe asked Habitat about the reference to grant funding and the statement that it could speed up the timeline. Kelly said the Housing Trust Fund (HTF) provides grants up to $50k per home, up to $600k, she also referenced donations, and store proceeds. She has not overlayed the HTF cycle with the proposed timeline. The timeline is dependent on volunteers but also payment for professional trades, construction oversight, and material costs; having more funds would allow them to move faster. Emily Jacobs said the 6-year timeline is a realistic timeline for Habitat.

Discussion ensued on the infrastructure requirement and what can be done first. Clarification that curb, gutter, sidewalks, and utilities to each house is done by the developer. To get final plat approval they need to complete the infrastructure. Mr. Glahn said to start constructing the infrastructure you have to bond and have insurance in place. Mr. Glahn is one of only a few people in town who are able to do that type of infrastructure.

Goodloe moved the discussion to the HopeSource application and asked if there were questions for the applicant. Discussion on HopeSource purchase of the property. Craig Kelly clarified if they are awarded funds they would be able to start building in spring 2020 with occupancy by the end of 2020. Mr. Kelly said they haven’t applied for County funds yet, they hope to have City commitment then go to the County. Bedsaul asked if the project would move forward if they didn’t get the County funds. Mr. Kelly said the project would not be competitive for state and federal funds. This model would create small projects throughout the community.
this is a bigger ask, for future projects they would use rollover funds and the potential ask would be less.

Mr. Kelly said the County funded $500k for a larger project that they leveraged for state and federal funds and this is their only application for County funds for this round. Gonzalez asked if the projects could move forward with partial funding. Mr. Glahn said they would not be able to go forward. Jared Vallejo of Habitat said it would elongate the timeline but they would still move forward.

Bedsaul asked about the Habitat acquisition application and whether they have any prospective properties. Ms. Kelly said they have a former board member that is a realtor who may assist Habitat but she has not consulted with them yet. Ms. Jacobs said they have a committee to look at available land, they had to be a little vague because there aren’t specific properties available. Ms. Kelly said they would work hand in hand with the City to identify properties, and the money would be allocated at that point, she also said the City could give Habitat a timeframe and if they don’t make substantial progress during that timeframe the funds would go back the fund. San Filippo went over the revenue to date in the affordable housing fund.

**HopeSource** - Perrie said he would like to recommend a large enough project that would make an impact and the City could be proud of. Bedsaul likes HopeSource’s project and the populations that it serves, she likes that they put skin in the game, and the location is central and walkable. Gonzalez commented that she likes that HopeSource set aside a unit for the homeless. Nathan asked about pets and whether that would be a barrier. Mr. Kelly said they would allow pets.

**Bender-Water property** - Goodloe said that she thought that the Habitat application for the Bender-Water property was well done, but she had concerns on the timeline and whether it would work for Council. Discussion ensued on project timeline and the evaluation criteria. Bedsaul said Habitat is asking for more money, and Crytyl has a contingency that the money comes back to the City if the homes are no longer affordable. Perrie stated that there will be more than one round of funding and thought that a smaller Habitat project with a shorter timeline would be more competitive. Bedsaul said Habitat did a great job talking about the volunteer hours and the partnerships. McQuinn said the comparison between the two applications for the Bender-Water property was really hard and he had similar concerns as the other commissioners.

Gonzalez said she has concerns about all the houses looking the same and the lack of storage, and she wants the development to have a community feel. Sorenson said the points have been covered, they need an out of the gate project that can be completed in a timely manner, and they don’t tie up the funds in a multi-year project. She thinks that they can get at some of the concerns about house size, landscaping through the contracting process.

**Habitat/Acquisition** – Bedsaul mentioned that the Commission has talked about having a smaller, separate process for these types of requests.

5. STAFF UPDATE/DISCUSSION ITEMS

6. CITIZEN COMMENTS

7. MEETING ADJOURNED

Goodloe adjourned the meeting at 6:07 pm.
MINUTES OF ELLENSBURG CITY AFFORDABLE HOUSING COMMISSION

Date and Time: Affordable Housing Commission meeting, November 13, 2019 - 4:30 p.m.
Place of Meeting: Kittitas Valley Fire and Rescue | 400 E. Mountain View Avenue
Present: Charli Sorenson, Nancy Goodloe, John Perrie, Nathan McQuinn, Sarah Bedsaul, Dolores Gonzalez, Hannah Tower
Absent:
Others Present: Long Range Planner, Angela San Filippo; Community Development Director Kirsten Sacket; Susan Grindle and John Raymond, HopeSource; Tyler and Katie Glahn, Crytul Enterprises; Douglas Stalder, Stalder Investments; Rodney Harwood, Daily Record; and one member of the public

1. CALL TO ORDER
Chairwoman Goodloe called the meeting to order at 4:28 pm.

2. APPROVAL OF THE AGENDA
Commissioner Perrie made a motion to approve the agenda; Commissioner Bedsaul seconded. All in favor of approving the agenda, motion passed.

4. OLD BUSINESS

a. Review evaluations of applications
San Filippo went over the summary of commissioner evaluations and the revenues collected to date for affordable housing. She referenced the two tables in the staff report and the outline of the recommendations that the Affordable Housing Commission is being asked to make to City Council for a final decision on the affordable housing proposals submitted.

The outline for deliberations will be to discuss the proposal for land acquisition submitted by Habitat, second the Bender and Water project proposals, and thirdly the Addison Place proposal submitted by HopeSource. In the discussions and deliberations it is also relevant to include any conditions that the Commission would like to recommend for inclusion in the contract agreements with the applicants. Any recommended conditions will be brought to City Council with the funding recommendations.

Bedsaul stated that she would like to have a discussion about bonding and asked the commission if they could discuss the issue of bonding first. There was general agreement.

Bedsaul said she sees bonding as a mechanism to fund two projects as well as provide additional funds for other projects, for example the community garden property. She would also like to see a pot of dollars available for smaller projects. She’s concerned they lost some applicants through this process but she would like the City to get the funds in the bank.

Perrie would like to keep the money in the bank and not bond. He wants to pick one good project they can sell to the public, if they get a large project proposal they will be able to fund it by bonding. Discussion ensued on what would constitute a large project. Perrie envisions a project that all the bonding capacity would go towards. Sorenson said she agrees with Bedsaul.
Discussion ensued about bonding and another RFP process. Goodloe said she would caution the Commission to not look too closely at the numbers, and not let not bonding drive their recommendations on the proposals. Charli said this is a new process and wasn't surprised that there wasn't one project that stood head and shoulders above the rest. Goodloe said they cannot solve the affordable housing problem in this community but they can help to fill in the gaps.

b. Deliberation and recommendations on applications

Habitat Acquisition Proposal. Goodloe introduced the proposal and said there are some concerns about this proposal tying up funds. Bedsaul made a motion to NOT bring the proposal forward to City Council. Tower second, all in favor, motion passed.

Crytyl Bender and Water Proposal. Bedsaul moved to recommend City Council fund this proposal, McQuinn seconded. Discussion. Perrie recommended a homeowners association, diversity in number of bedrooms and look of the houses, and inclusion of landscaping; he would recommend the proposal to City Council with those things negotiated with the applicant. Bedsaul agreed and thought there are some conditions that can be negotiated contractually. Once the recommendation has been made they can get into the negotiations. McQuinn stated that landscaping is important, children will be living there and having yards is important; he said the homeowners association isn't as important, there is stigma associated with living in a cost burdened household, it isn't a big deal to live in a house that is similar its neighbors.

Gonzalez said there are some aspects she believes the the applicant did not address (leverage and collaboration and some of the population needs). She felt the application was more structured to maximize the property rather than to meet the needs of the community identified. She was also concerned about the resident application process and the 4 bedroom houses, and access to services. She wanted to know how long the houses will be warrantied. She said understands they are building to the minimum that the city is asking. She evaluated Crytyl in third position, the proposal would need to address services and needs of the community for her to support the proposal.

Goodloe said she is hearing a couple more conditions they could include in the negotiate process. Gonzalez said the project timeline is just one point in the evaluation criteria, it is not the highest and it doesn't overshadow preparing the residents to be homeowners, and she thought points for design may be a possible addition in the future.

Bedsaul talked about the difference between a private/public partnership and a nonprofit organization. She said Habitat uses the same type of construction and they are not talking about building sub-standard housing. She thinks the timeline is important. She stated that Crytyl made a commitment to return the funds to the City if the house does not maintain affordability. Gonzalez said in-kind contributions is part of the application and Crytyl did not address it.

Gonzalez said that the timeline is important which is why she supports the HopeSource proposal. Bedsaul said future marketability of the houses impacts the size and number of bedrooms. Dolores said she understood that they are trying to address the populations identified.

Goodloe said maybe another condition is to ask Crytyl to focus on the target populations. Bedsaul said Habitat's proposal will probably look the same but it will be 7 years down the road. Bedsaul said she thinks there are some definite parameters to include with the recommendation. Sorenson the Bender-Water proposals are not addressing the need for one bedrooms, and she thinks they can go recommend two projects.

Bedsaul said they have two projects that address homeless, disabled, and families. Goodloe offered a perspective that they are addressing the population through the income threshold and the families, if they get a senior that qualifies they are addressing the target population. The important thing for her is that they will have added 18 units to the overall housing stock. Tower said it is easy to get
hung up on the number of bedrooms but it is about the income. Tower shared her personal story and she is encouraged that this is something that could be an option.

Discussion ensued on parking standards. Perrie said they could build houses to accommodate for a garage as a future add-on which would be a tremendous asset. Mr. Glahn said that would probably be doable, ensuring egress windows, and the setbacks could be met.

Discussion ensued on public/private partnership and not giving more leeway to any one group, private or non-profit.

Mr. Glahn said they have to have some kind of contingency in order to get a loan, they are also obligated to not sell for more than it is appraised. Goodloe restated some of the conditions mentioned: HOA, landscaping, variety and diversity in number of bedrooms, strong application process and advocacy with the buyers, and ability to do improvements – design for addition (carport, garage).

Gonzalez asked if Crytyl has talked to HopeSource and/or Elm View about screening applicants. Mr. Glahn indicated he spoke to both entities early in the application process and he is meeting HopeSource tomorrow morning. Gonzalez asked about having 18 applicants and 18 applicants in waiting. Mr. Glahn said they don’t have to do it that way, but it’s good business. He further stated that after they get commitment, the next day he will begin the process and start finding buyers for the homes. HopeSource indicated they can help to qualify, recruit, and provide wrap-around services, and they can prepare the applicants for homeownership and they already have partnerships in place to provide the services. Bedsaul said there are also services provided by lenders.

Perrie said that he is concerned about city staff helping to qualify applicants, the application from the homeowners shouldn’t go through the City but should be through the applicant and whatever partnerships that are in place. Gonzalez asked about the process that a homeowner would go through to qualify for buying the home. Mr. Glahn said it starts with a screening process to ensure they meet the City’s criteria, secondly they need to do qualify for a bank loan, once that’s done they get a pre-sale agreement with Crytyl.

Mr. Glahn will make sure the covenants are in place and are reviewed by lenders so that they can be assured of financing. He has talked to two lenders that will tell them whether it will work or not, they will not write the covenants but they will say whether or not it will work with the banks. Discussion ensued on the qualification process.

Perrie asked to amend the motion to include the following points for City Council to negotiate in the contract: homeowners association, landscaping, diversity in number of bedrooms, application process and support piece, focus and priority on target populations in the recruitment process, and the building be designed for add-ons. Nathan seconded the amendment. Six in favor of the amended motion, Gonzalez opposed. Amendment passed.

Amended motion to recommend funding and property contribution for the Crytyl proposal on the Bender-Water property subject to specific items included in the contract agreement. Six Commissioners in favor, Gonzalez opposed. Motion carries.

Bedsaul made a motion to NOT carry forward the Habitat proposal for the Bender-Water property. McQuinn second. Gonzalez would like to forward the application because of the needs in the needs assessment addressed. Six commissioners in favor, Gonzalez opposed. Motion carries.

McQuinn made a motion to recommend funding the HopeSource proposal to City Council. Bedsaul seconded. Discussion. Goodloe would like HopeSource to go to the County with a proposal for a 50/50 split. Bedsaul said that the County has funded a lot of projects and HopeSource has identified
and addressed the populations, they have put in their own money by buying the property. Perrie said we could change the wording to a maximum of $400,000. Bedsaul asked HopeSource about the County’s timeline. Susan said the County is supportive of partnering with the City on this project.

Motion to recommend City Council fund the $400,000 for the HopeSource proposal. Six in favor, Perrie opposed. Motion carries.

Gauge of support for bonding, 6 Commissioners in support, Perrie opposed.

5. STAFF UPDATE/DISCUSSION ITEMS

Daily Record newspaper article felt that it was not very clear and convoluted. She felt that the public may have misconceptions. Staff will work to get the AHC recommendation to City Council on December 2.

6. CITIZEN COMMENT

8. MEETING ADJOURNED

Goodloe adjoumed the meeting at 6:00 p.m.
Commissioners Present: Alex Eyre, Brian Kooser, Jerry Dougherty, Cassandra Town, and Monica Miller

Commissioners Absent: Laura Bobovski, Arlein Anderson

Others Present: Council Liaison Mary Morgan, Staff Carolyn Honeycutt, Finance Director Jerica Pascoe and Community Development Director Kirsten Sackett

Call to Order: Chair called the meeting to order at 4:05 pm

Approval of Agenda
Motion to approve amended agenda, moving Old Business to after Subcommittee Reports, for November 14, 2019 meeting of the EAC, Town; second Miller. Approved.

Approval of Minutes
Motion approve the minutes of the September 19, 2019 meeting of the EAC, Miller; second Dougherty. Approved
Motion approve the corrected minutes of the October 10, 2019 meeting of the EAC, Eyre; second Town. Approved

Financial Report – Finance Director Pascoe gave an overview of the budget process and EAC funding. City follows a biannual budget and the EAC should be planning their 2020 and 2021 budgets to present to council in June.

New Business
• Request from PUNCH Project – There was general agreement that the move of date and location for the PUNCH project application was acceptable – staff will follow-up with some additional clarifying questions.

Motion to approve the changes for the PUNCH Project 2019 grant, Kooser; second Eyre. Miller abstained.
Approved

Subcommittee Reports
1. Funding – Grant approvals will go to Council on Monday (see Unscheduled Business)
2. Public Art
   o Bus Shelters: Public Works has not done the RFP for the shelters and would prefer that we hold off until 2020 to produce the artwork. All ten artists will be paid this year and spending adjustments were communicated with Keith in Finance.
o Elliott installation – installation should be done before Thanksgiving
o Poet Laureate – work will begin on this now that Art Policy is approved
o Plaques – Eyre and Miller presented design and materials for the plaques to the commission.

Motion to approve the design and materials for plaques as presented.
Dougherty; second Town.
Approved.

3. Advocacy – No updates
4. Art Walk – No updates

Old Business
• Town Center Project – potential for an NEA funding grant.

 Unscheduled Business:
• Staff reported that Council approved the 2019 Art Policy with amendment to specify the residency requirement for the Poet Laureate to Kittitas County.
• Kooser informed the group that he reread the application requirements that state a commissioner cannot apply for funding for a project and therefore he is willing to forgo his recommended funding for his 2020 project. Commissioners requested that staff discuss with City Attorney to see if some of the funding for direct expenses could be granted directly to the Thistle Theater.

Adjourned Chair adjourned the meeting at 5:00 pm.

Next Meeting Thursday, December 12, 2019 from 4:00 pm – 5:30 pm. Staff was asked to poll the commissioners to see if they can move this meeting as the Chair is unavailable.

Drafted: 11/18/19
Approved: 12/5/19
Historic
Ellensburg
WASHINGTON
COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg WA 98926

MINUTES OF THE LANDMARKS & DESIGN COMMISSION REGULAR MEETING

Date and Time: Tuesday, November 5, 2019, 5:45 p.m.
Place of Meeting: Council Chambers, Ellensburg City Hall
Present: Members: Dorothy Stanley, Megan West, Marc Brown, Amy McCoy, and Stacey Henderson
Absent: Mollie Edson
Others Present: Laura Wilson, Associate Planner; Kirsten Sackett, Community Development Director; David Miller, City Council Liaison; liahnna Armstrong, James Armstrong, Matt Armstrong,

Note: These are Summary Minutes not Verbatim Minutes

1. Call to order and roll call of members

   Meeting called to order by Commissioner McCoy at 5:46 pm.

2. Approval of the agenda

   Commissioner Stanley made a motion to approve the agenda. Commissioner Henderson seconded the motion.

   All in favor, motion passed.

3. Approval of the minutes of the Meeting of October 15, 2019.

   Commissioner Stanley made a motion to approve the minutes of October 15, 2019 as presented. Commissioner West seconded.

   All in favor, motion passed.

4. Old Business

   None

5. New Business

   a. Public Hearing for Consideration of a COA (P19-112), submitted by Jodi Polak of MJSS, LLC, for repainting the storefront of Pearl Street Optical in the Geddes Block (1889), located at 317 N. Pearl St., Parcel ID # 837336.
Commissioner McCoy opened the public hearing and explained the procedures of the hearing. Commissioner West stated that her business is adjacent to Pearl Street Optical but felt she could act in a fair and unbiased manner. No one in the audience objected to the participation of any of the Commissioners.

Kirsten Sackett, Community Development Director, presented the staff report. Sackett explained the property was in the CC zone. The building is known as the Geddes Block and is located on the southwest corner of 4th Ave and N. Pearl Street. The building was erected in 1889 and is located within the Downtown Ellensburg National Register District and the Local Downtown Landmark District. The building has large facades facing both Pearl Street and 4th Avenue. Once featuring many Queen Anne style features, this commercial block had many distinguishing features removed in the mid twentieth century. Metal siding covered the original façade at one point. Much of the building was rehabilitated in recent years.

Sackett stated that the applicant is seeking to repaint the storefront entrance. The proposal is to change the yellow off-white body color to a warm off-white (Gossamer Veil). The entrance trim colors are proposed to be changed from the existing green to a black color (Tricorn Black) and the existing purple to a red color (Real Red) for a clean, crisp, historic look.

Andy Polak, 317 ½ N Pearl, appeared on behalf of the owner Jodi Polak, and presented paint chip samples to the commission.

McCoy opened the floor for public comments, but there were none. Sackett reminded the Commission that there was not an adopted color palette, but rather it was important to determine if the proposed colors were in keeping with the character of the historic district. Mr. Polak briefly explained how the colors would be viewed from the street.

Commissioner Henderson asked if the black paint would be solid or have a worn look as depicted in the agenda packet rendering. Mr. Polak clarified it would be a solid black.

McCoy closed the public hearing and opened it up to deliberation by the Commission.

Henderson read the Findings of Fact as outlined within the Staff report. She then made a motion that the Certificate of Appropriateness (COA) be granted by the Commission for repainting of the storefront of Pearl Street Optical, located in the Geddes Block, at 317 N. Pearl St., as proposed, with one condition:

1. The applicant shall do any painting over wood using the best available procedures per the Secretary of Interior’s Standards for Rehabilitation, Preservation Brief 10: Exterior Paint Problems on Historic Woodwork.

Commissioner Stanley seconded. No discussion.

All in favor, motion passed.

Sackett explained the final COA process to the applicant.
b. **Public Hearing for Consideration of a Certificate of Appropriateness (COA) for making exterior improvements to the storefront for Dark Moon Craft Beer, located in the Geddis Block (1889), addressed at 319 N. Pearl St., Parcel ID # 837336.**

Commissioner McCoy opened the public hearing and explained the procedures of the hearing. Commissioner West stated that her business is in the Geddes Building but felt she could act in a fair and unbiased manner. No one in the audience objected to the participation of any of the Commissioners.

Director Sackett presented the staff report, and stated that the property was in the CC zone. The building is known as the Geddes Block and is located on the southwest corner of 4th Ave and N. Pearl Street. The building was erected in 1889 and is located within the Downtown Ellensburg National Register District and the Local Downtown Landmark District. The building has large facades facing both Pearl Street and 4th Avenue. Once featuring many Queen Anne style features, this commercial block had many distinguishing features removed in the mid twentieth century. Metal siding covered the original façade at one point. Much of the building was rehabilitated in recent years.

Sackett stated that the applicant is seeking to update the worn exterior storefront. They are proposing to update four elements of the building, including: new exterior paint colors, new lighting, new signage, and an improved entryway floor. The application stated that the updates were compatible with the building’s unique architectural character and do not create a false historical appearance. The application also stated the proposed updates were approved by the owners of the Geddes Building.

Sackett explained the paint colors would change from existing yellow cream to Pavestone, the existing purple accent to Gauntlet Gray, the existing window and door trim to Iron Ore, and the existing red door to Two Cents.

Sackett also explained the proposed change to the exterior lighting. In the narrative, the applicant described the fixture as being much more in keeping with the building’s historical character. Sackett explained that the applicant also proposed to install signage in three locations. They are proposing signs on the interior side walls of the exterior entry, which will have the Dark Moon text and logo. Secondly, they are proposing an exterior hanging sign, 24” x 16” tall, supported by a professional metal brace. It would be attached to the outside of the building on the green supporting iron pillar. Finally, they are also proposing signage in the lower entryway windows. However, Sackett pointed out that interior signs are not regulated. The application stated that the sign colors would be subdued and the same colors as the exterior although the exact colors and wording of the sign had not been determined. Sackett said she spoke with the applicant regarding the details of the sign after she had sent the notice of the meeting, and said that if they had any additional information about the signage design they could present it at the meeting.

Sackett explained that the final improvement was to replace the planked exterior plywood flooring with flooring similar to that of the flooring installed at the neighboring Pearl Street Optical.

Applicant Jim Armstrong, 1307 N Thayer, stated the storefront would look similar to Pearl Street Optical. He explained their original color choice was different until they discovered that the owner of the Geddes building was changing their paint scheme, and their desire
was to coordinate Dark Moon’s color with the existing paint of the other businesses. He said their storefront will look similar to the rest of Pearl Street.

Liahnna Armstrong, 1307 N Thayer, said the color scheme would be consistent with Pearl Street, and consistent with the entire frontage of the building. She said the interior colors match the exterior and are consistent all the way through.

Commissioner McCoy opened the floor for public comments. There were no comments from the public. McCoy asked if the applicant had anything to add. Mr. Armstrong stated it would be two outer light fixtures that would be replaced. He also explained that the signage would have a rust colored background, and the letters would be black with a light colored highlight. The logo was being professionally designed. The sign would be installed over the winter and the exterior painting would be in the spring. Mr. Armstrong stated the sign is slightly larger than the Evolve sign that is currently up at the business next door.

Commissioner West asked about the entryway floor. Mr. Armstrong said that the current floor appears to be plywood, which is worn. He said they are looking to replace it with real wood planks. Commissioner Brown asked how the sign would be fastened. Mr. Armstrong stated the sign would be bolted on. Mr. Brown noted that holes would be placed in that building. Mrs. Armstrong stated that the sign would be placed in a recessed area between the two pillars and the holes would not be visible. Commissioner Henderson asked for clarification on the painted signs on the side wall. Mr. Armstrong noted the sign would be painted on and clarified color placement. They clarified the existing metal railing will match the color of the iron column on the Geddes building.

Commissioner McCoy closed the public hearing.

Commissioner West read the Findings of Fact as outlined in the Staff report. She then made a motion that the Certificate of Appropriateness (COA) by the Commission for exterior improvements to the storefront of Dark Moon Craft Beer, to include repainting, replacing the lighting above the windows, replacing the exterior floors of the storefront entry, and adding new signage that complements the new paint colors, located at 319 N. Pearl St., as proposed, with two conditions:

1. The applicant shall do any painting over wood using the best available procedures per the Secretary of Interior’s Standards for Rehabilitation, Preservation Brief 10: Exterior Paint Problems on Historic Woodwork.

2. The sign installation process shall use best available procedures per the Secretary of the Interior’s Standards, New Signs and Historic Buildings, found in Preservation Brief 25: The Preservation of Historic Signs.

Commissioner Stanley seconded. Commissioner McCoy pointed out that they had previously approved one hanging sign on the Geddes Building, but they need to keep in mind that as they continue to approve more attached signs, more damage is being done to the building. Commissioner Brown questioned if there were any code lighting rules. It was noted the land development code had regulations about exterior lighting.

All in favor; motion passed.
c. Vice Chair Election

The commission discussed waiting for Chairperson Edson to be involved with the vote. Sackett noted that this decision was postponed at the last meeting. Commissioner West nominated Commissioner McCoy for Vice Chair. Commissioner McCoy did not object to the nomination. Commissioner Stanley seconded the motion.

**All in favor; motion passed.**

6. Ellensburg Downtown Association Update

Molly Jones Kirchner, Ellensburg Downtown Association Director, provided an update on the downtown planters, and said that the new winter planter installation would take place by the end of November. She updated the commission on the vacant storefront strategy which will be implemented November 20 through 22\textsuperscript{nd}. The displays will be in place through the end of the holidays and then reevaluated in the beginning of January. She reviewed various upcoming events during the holiday season.

7. Citizen Comment

8. Staff Update/Discussion Items

Sackett provided the commission with a staffing update. She informed them that Stacey Henderson, currently a member of the Landmark and Design Commission, has accepted the job. Sackett also updated the commission on the contract with the consultant. They are currently working on the contract. She said she anticipates having the consultant look at reviewing and helping with updates to the code.


Commissioner Stanley told the commission there was an article on Hotel Windrow in the Washington Trust magazine.

10. Adjournment

Commissioner Stanley made a motion to adjourn the meeting. Commissioner Brown seconded.

**All in favor, motion passed.**

Chairwoman Edson adjourned the meeting at 6:34 pm.
LODGING TAX ADVISORY COMMITTEE
October 23, 2019 (2:05 p.m. to 5:53 p.m.)

Members Present: Nicole Klauss, Sarah Maes, Christine Ritchie, Matt Anderson and Mia Merendino

Members Absent: None.

Others Present: Laurie Gigstead, Executive Assistant to the City Manager

Chair Klauss called the meeting to order at 2:05 p.m.

1. **Minutes of the September 4, 2019 meeting.** Moved and seconded (Anderson/Maes) to approve minutes as written. Motion approved.

2. **Correspondence and Public Comment Period.** None.

3. **Unfinished Business.**
   A. **Budget/Financials Review.** Reports acknowledged.
   B. **Tourism Committee Report.** Postponed to next meeting.
   C. **Sign Committee Report.** Postponed to next meeting.

4. **New Business.**
   A. **Rating and Discussion of Consolidated Lodging Tax 2020 Event Grant Applications.** Nicole requested clarification on which members will be attending the consolidated lodging tax group meeting on November 15. Mia is not available so our members will be Christine Ritchie and Matt Anderson. Members reviewed and discussed the 36 applications submitted and entered group ratings for each. The ratings were submitted to the County for calculating an average of all jurisdictions. Members reviewed and allocated funds among the 36 applications based on their ratings.

Next regular meeting is scheduled for November 6, 2019 at 2:00 p.m.

With no further business, the meeting was adjourned at 5:53 p.m.

Respectfully submitted,
Laurie Gigstead
Recording Secretary

*Drafted: 10/24/2019*
*Approved: 12/4/2019*
UTILITY ADVISORY COMMITTEE
October 17, 2019 (3:30 pm to 4:02 pm)

Members Present: Nancy Lillquist, Nancy Goodloe, Ed Barry, and Elvin Delgado

Members Absent: Gary Gleason, Jim Goeben and Bob Johnson

Also Present: Julie Coppock, Rate Analyst; Darren Larsen, Assistant Utilities Director; Ryan Lyyski, Public Works & Utility Director; Kim Caulkins, Operations Analyst; Jon Morrow, Stormwater Manager; Paula McMinn

These minutes are not a verbatim transcript of the meeting. This meeting was recorded, and is available for listening or copying at the City of Ellensburg, Energy Services Department, 501 N. Anderson Street, Ellensburg.

I. Call to Order. Nancy Lillquist called the meeting to order at 3:30 p.m.

II. Roll Call. Gary Gleason was absent.

III. Approval of Minutes. Ed Barry moved to amend the minutes of the September 19th meeting to reflect an excused absence for Gary Gleason. Elvin Delgado seconded. Motion approved.

IV. Approval of Consent Agenda.
Motion #2019-10-01: Ed Barry moved to approve the Consent Agenda. Nancy Goodloe seconded. Motion Approved.

V. Correspondence and Citizen Comments on Non-Agenda Items
Nancy Lillquist asked Paula McMinn if she was there for the Clean Energy Transformation Act. Ryan Lyyski explained staff is starting to gather information and attend trainings to prepare for the Clean Energy Transportation Act.

VI. Telecommunications Utility Discussion Items
None

VII. Electric, Natural Gas, Water, Wastewater, Stormwater Utility Discussion Items

A. Low Income Utility Rate Program. Ryan Lyyski summarized the proposed ordinance for the low income utility rate program.

Motion #2019-10-02: Ed Barry moved the committee make a favorable recommendation to City Council to implement the low income utility rate program effective January 1, 2020 with all the bullet points included in the agenda report with the recommended action. Elvin Delgado seconded. Motion Approved.
VIII. Information Only Items.


IX. Next Meeting Date. November 21st, 2019 at 3:30 pm in Council Conference room.

X. Adjournment. With no further discussion, the meeting adjourned at 4:02 p.m.

Respectfully submitted,
Kim Caulkins
Recording Secretary
Drafted: 10/18/2019
Approved: 11/21/2019
City Council Meeting Date: December 16, 2019

Submitted by: Derek Mayo, City Engineering Services Manager

Must Approve: ☑ City Attorney ☑ Finance ☑ City Manager

Additional Approvals: ☐ Choose Department ☑ Other Department

Agenda Subject: Project Acceptance – Illinois Well Development (Bid Call 2018-39)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption Resolution</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Approve contract</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Approve budget adjustment</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Approve – other</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Review Report or Study</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Direction to staff</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Discussion only</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Bid Award</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Other ☐ (describe): Accept Project as Complete</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

BACKGROUND/SUMMARY: The construction of the Illinois Well Development project was completed in late August, and staff has recently received the necessary project closeout paperwork from the contractor.

PREVIOUS COUNCIL ACTION: Council awarded the above-mentioned project to Schneider Water Services at its December 3, 2018 Council Meeting.

ANALYSIS: During the drilling of the well, based on field conditions and drill cutting samples, it was decided to drill deeper and increase the number and lengths of the screens originally included in the bid, to take advantage of the availability and volumes of water in the aquifer. Screens were installed at various depths and lengths beginning at 450 feet below ground surface level to near 1000 feet below ground surface level. The additional depth and screen intervals allowed for test pumping the well at a flow rate of 3,000 gallons per minute, which was three times the planned and anticipated 1,000 gallons per minute.

The additional depth and screen intervals lead to additional time associated with well development all of which resulted in additional construction cost to the project. The final construction cost on the project is $966,468.82 compared to the awarded bid amount of $735,725.22.

At their November 21, 2019 meeting, the Utility Advisory Committee provided a favorable recommendation to Council for accepting this project as complete.
FINANCIAL IMPACT: The supplemental budget adjustments approved by City Council at the November 18, 2019 Council meeting included increased budget authority for this project. The final contract amount is within the recently amended budget, and adequate fund balance exists within the Water Fund.

RECOMMENDED ACTION OR MOTION: Accept Bid Call 2018-39 as complete.
CITY COUNCIL AGENDA REPORT

City Council Meeting Date: December 16, 2019

Submitted by: Derek Mayo, City Engineering Services Manager

Must Approve: ☒ City Attorney ☐ Finance ☒ City Manager

Additional Approvals: ☐ Choose Department ☐ Other Department

Agenda Subject: Approval of the Public Works Development Standards Update

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopt Resolution</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Approve contract</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Approve budget adjustment</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Approve – other</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Review Report or Study</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Direction to staff</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Discussion only</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Bid Award</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Other ☐ (describe): Approve Revisions</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

BACKGROUND/SUMMARY: The Public Works Development Standards were adopted by the City Council in 2006 and have been revised/updated in 2010, 2011, 2015, and 2017. Since the 2017 revision, the Public Works and Utilities staff have collected various recommended changes and additions which have been included into the current 2019 update. The Public Works and Utilities Director held an administrative hearing on April 9, 2019 regarding revisions and additions to the Public Works Development Standards. Council is now being requested to approve the revisions/additions.


ANALYSIS: Ellensburg City Code section 4.04.040 outlines the process for implementing revisions/additions to the Public Works Development Standards. Staff complied with the process identified. The proposed revisions/additions were publicized and placed on the City’s website, City Clerk’s office and Public Works counter, where they could be reviewed. The administrative hearing was conducted by the Public Works and Utilities Director with his ruling issued April 9, 2019. Enclosed with this agenda report are:

1) Notice of Hearing posted in Daily Record
2) Summary of Update Process
3) Findings and Conclusions memo for 2019 Update

The particular revised standards being proposed for revision and updates have been placed on the City’s website at https://ci.ellensburg.wa.us/DocumentCenter/View/12915/2019-PW-Dev-Standards-
Update-Dec, in lieu of making several copies. Hardcopies of these revisions/standards have also been placed in City Clerk’s office and at the Public Works and Utilities counter. Copies will also be available at the Council meeting.

FINANCIAL IMPACT: None.

RECOMMENDED ACTION OR MOTION: Adopt the revisions and additions to the Public Works Development Standards as approved by Public Works and Utilities Director from the April 9, 2019 findings and conclusion.

Attachments:
1. Notice of Hearing on Public Works Development Standards Revision
2. 2019 Standards Update – Summary of Update Process
3. 2019 Findings and Conclusions, Public Works Standards Administrative Public Hearing
CITY OF ELLENSBURG, WASHINGTON

NOTICE OF HEARING ON PUBLIC WORKS DEVELOPMENT STANDARDS REVISION

NOTICE IS GIVEN that a revision to the Public Works Development Standards is being proposed, as provided for in Ellensburg city code 4.04.040. This is the sixth revision to the Standards, since their original adoption on June 14th of 2006, by City Council. The proposed change involves amendments to Section One – Water, Section Two – Sewer, Section Three – Streets, Section Four – Storm, Section Five – Drafting, Section Seven – Misc., Section Eleven – Permitting, and Section Twelve – Small Wireless Facilities. Also included are updates within these sections of the Standards. The proposed revision is available for review, in the Public Works office, and the City Clerk’s Office at Ellensburg City Hall (501 N. Anderson St.) and the City of Ellensburg website.

NOTICE IS FURTHER GIVEN that the time for the hearing on this matter is Tuesday, April 9th, 2019 at 10:00am in the Council Chambers of the Ellensburg City Hall, 501 North Anderson Street, Ellensburg, Washington. Persons interested in commenting may provide written comments to the City Clerk prior to time of hearing. Persons wishing to speak or supply written comment can attend the hearing. Information can be obtained by contacting the Public Works Department at 509-962-7230.
2019 Standards Update – Summary of Update Process

Public Works 2019 Standards were approved by the Acting Public Works Director, Darren Larsen, on April 9, 2019.

The revisions to the Public Works Standards were presented to the public per the City of Ellensburg Code 4.04.040 as shown below:

1. March 22nd, 2019 and March 29th, 2019 in the city’s local newspaper, The Daily Record, published a legal notification of a Public Hearing to be held in 10 calendar days, March 9th, 2019 at 10:00 am.

2. The notification in the paper listed the standards that were to be considered for revisions and the general nature of the revision.

3. Hard copies of the proposed changes were at the counter of the City Clerk, Public Works front counter, the City Engineering Services Manager and the Public Works and Utilities Director.

4. Hearing was held March 9th, 2019 at 10:00 am and was attended by Public Works and Utilities staff (Acting Public Works Director Darren Larsen, City Engineering Services Manager Derek Mayo, and Senior Electrical Engineer Paul Meyer). Jim Richmond with the Ellensburg IT department was also in attendance. No community or members of the public were in attendance.

5. April 9th, 2019 the final ruling was made and the 2019 standards became the most current Public Works Standards

The revisions to the 2019 standards include several misc. revision and the inclusion of a new chapter, Small Wireless Facilities.
Date: April 10, 2019

To: Terry Weiner, Assistant City Manager/City Attorney
    Derek Mayo, City Engineering Services Manager

From: Ryan Lyyski, Public Works and Utilities Director
      Darren Larsen, Asst. Utilities Director

Re: Findings and Conclusions
    Public Works Standards Administrative Public Hearing

I have reviewed the testimony presented at the referenced hearing and have determined the revisions to the Public Works Development Standards and the inclusion of the Small Wireless Facilities chapter into the standards proposed by Public Works and Utilities staff are appropriate. Please accept this memorandum and authorization to make the proposed changes to the Public Works Standards effective on the date shown above.

The authorized changes will remain in force and effect until formal review and ratification by the City Council in December. If for any reason the Council fails to ratify these changes the standards will revert to the existing language. I have attached the documents provided at the hearing. Please make the changes as indicated and provide a final copy of the revisions to the City Clerk for the official record.

Thank you for your participation in the hearing and please distribute these findings to parties who have expressed interest in these matters.

Cc: Project File (#19-039)
CITY COUNCIL AGENDA REPORT

City Council Meeting Date: December 16, 2019

Submitted by: Jerica Pascoe, Finance Director

Must Approve: City Attorney Finance City Manager

Additional Approvals: □ Choose Department □ Other Department

Agenda Subject: Banking Services Agreement Amendment with U.S. Bank National Association

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopt Resolution</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Approve contract</td>
<td>□</td>
<td></td>
<td></td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>Approve budget adjustment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>Approve – other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>Direction to staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>Discussion only</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>Bid Award</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>Other □ (describe):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□</td>
</tr>
</tbody>
</table>

BACKGROUND/SUMMARY: The attached amendment provides a three-year extension to the banking services agreement with U.S. Bank National Association.

Cities are required to bank with a qualified public depositary per RCW 39.58.080. RCW 35A.40.030 requires Council designate the bank.

The City completed a request for proposals (RFP) in 2011 for banking services.

PREVIOUS COUNCIL ACTION: Council 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. Council signed Amendment 1 extending the agreement for a period of three years beginning on January 1, 2017.

ANALYSIS: The Finance Director would like to continue using U.S. Bank National Association. U.S. Bank has provided high quality service 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 extension which began January 1, 2017.
RECOMMENDED ACTION OR MOTION: Staff recommends Council authorize the Mayor to sign Amendment 2 to the Banking Services Agreement between the City of Ellensburg and U.S. Bank National Association.

Attachments: Amendment 2
Banking Services Agreement
AMENDMENT 2 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 __________ 2019, 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 amend 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;

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 I of the original Agreement is amended for additional scope of work as detailed in Attachment A.

II. MAXIMUM COMPENSATION

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

The Banking Services Agreement is to extend for a period of three years beginning on January 1, 2020. 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 2 to the AGREEMENT as of the date and year first written above.

BANK

By: __________________________
Title: _________________________
Date: _________________________

CITY OF ELLENSBURG

By: __________________________
Title: _________________________
Date: _________________________

APPROVED AS TO FORM:

Terry Weiner, City Attorney
City of Ellensburg, Washington

Banking Service Agreement
BANKING SERVICES AGREEMENT

The City of Ellensburg, Washington, a municipal corporation (hereinafter the "City") and U.S. Bank National Association, whose address is 1420 Fifth Avenue, Seattle, Washington 98101, (hereinafter the "Bank", agree and contract as follows:

1. SERVICES BY BANK
   a. The Bank agrees to perform the services described in this proposal, which attachment is incorporated herein by reference.
   b. All services and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

2. COMPENSATION
   a. The total compensation to be paid to the Bank shall be detailed in Attachment A. The above fees include all labor, materials and expenses required for the completion of these services.
   b. Payment to Bank by the City in accordance with the above shall be the total compensation for all work performed under this agreement and supporting documents hereto as well as all subcontractor's fees and expenses, supervision, labor supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
   c. The Bank shall be paid based on the acceptance of the proposed compensation.
   d. The City shall have the right to withhold payment to the Bank for any service not completed in a satisfactory manner until such time as the Bank modifies such service to the satisfaction of the City.
   e. Unless otherwise specified in this Agreement, any payment shall be considered timely if a check is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

3. TERMINATION OF AGREEMENT
   The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving forty-five (45) days-notice to the Bank in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Bank pursuant to the Agreement shall be provided to the City. In the event the City terminates this agreement prior to completion without cause, the Bank may complete such analyses and records as may be necessary to place its records in order. The Bank shall be entitled to receive just and equitable compensation for any satisfactory services completed prior to the date of suspension or termination, not to exceed the compensation set forth above. Should the Bank desire to terminate this agreement, prior written notice to the City of 120 days is required.

4. OWNERSHIP OF WORK PRODUCT
   Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this agreement or the project to which it relates, without written concurrence by the Bank will be at the sole risk of the City.

5. GENERAL ADMINISTRATION AND MANAGEMENT
   The Finance Director for the City of Ellensburg shall review and approve the Bank’s charges to the City under this Agreement, shall have the primary responsibility for overseeing and approving services to be performed by the Bank, and shall coordinate all communications with the Bank from the City.
6. CONTRACT PERIOD
The Banking Services Agreement is to extend for a period of three years beginning on January 1, 2012, with the City having an option to renew for up to two additional periods of one year each, commencing January 1, 2015. The City's option to renew shall be deemed exercised without further action of the City being necessary unless the City notifies the Bank prior to January 1, 2015 that the option will not be exercised. 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.

7. SUCCESSORS AND ASSIGNS
The Bank shall not assign, transfer, convey, pledge, or otherwise dispose of this agreement or any part of this agreement without prior written consent of the City.

8. NONDISCRIMINATION
The Bank shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

9. HOLD HARMLESS/INDEMNIFICATION
The Bank agrees to indemnify, defend, and save harmless the City and its officers, agents, and employees, from any claim, real or imaginary, filed against the City or its officers, agents, or employees, alleging damage or injury arising out of the subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that the damage or injury results from the fault of the City or its officers, agents, or employees. "Fault" as herein used shall have the same meaning as set forth in RCW 4.22.015.

10. LIABILITY INSURANCE COVERAGE
The Bank will, at the Bank's sole expense, obtain and maintain during the life of this Agreement, policies of comprehensive general liability insurance, each with combined single limits of not less than $1,000,000 per occurrence. Any policy of required insurance on a claim made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed. A failure to obtain and maintain such insurance or to file said certificates shall be a material breach of this Agreement.

11. COMPLIANCE WITH LAWS: Each party hereto, in its performance of this agreement, shall comply with all applicable State, Federal and local laws, regulations and ordinances.

12. FUTURE SUPPORT
The City makes no commitment and assumes no obligations for the support of Bank activities except as set forth in this Agreement.

13. INDEPENDENT CONTRACTOR
The Bank is and shall be at all times during the term of this agreement an independent contractor.
14. EXTENT OF AGREEMENT/MODIFICATION
This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

15. ADDITIONAL WORK
The City may desire to have the Bank perform other services in connection with the banking relationship other than provided for by the express intent of this contract. Any such services shall be considered as additional work, supplemental to this Agreement. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental Agreement between the City and the Bank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

BANK

By: Kimberly Mace
Title: Assistant Vice President
Date: 9-9-11

CITY OF ELLENSBURG

By: [Signature]
Title: Mayor
Date: 9-4-11

APPROVED AS TO FORM:

[Signature]
City Attorney
<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>Unit Cost</th>
<th>Monthly Cost</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>DEPOSITORY SERVICES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Account Maintenance</td>
<td>4.00</td>
<td>$4.00 per account, currently 3 accounts</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Statement w/chk front &amp; back images</td>
<td>4.00</td>
<td>$5.00 each</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Paper Credits</td>
<td>0.15</td>
<td>$.15 each</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Electronic Credits</td>
<td>0.08</td>
<td>$.08 each</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Paper Debits</td>
<td>0.05</td>
<td>$.05 each</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Deposited Item- ON-US</td>
<td>0.02</td>
<td>$.02 each</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Deposited Item- Local</td>
<td>0.02</td>
<td>$.02 each</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Deposited Item- Regional</td>
<td>0.02</td>
<td>$.02 each</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Deposited Item- Transit</td>
<td>0.02</td>
<td>$.02 each</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Returned Deposited Items</td>
<td>1.00</td>
<td>$1.00 each</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Returned Item Maintenance</td>
<td>5.00</td>
<td>$5.00 per month</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Redeposited Returned Item</td>
<td>0.50</td>
<td>$.50 each</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Return Item Maker Info Keyed</td>
<td></td>
<td>no charge</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>FDIC Insurance</td>
<td>0.00</td>
<td>0.00 No Charge</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Check Filter Monthly Maintenance</td>
<td></td>
<td>no charge</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Copy of Check/Deposit Ticket</td>
<td>6.00</td>
<td>$6.00 each</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Endorsement Stamps</td>
<td></td>
<td>no charge</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Secured Bank Bags</td>
<td></td>
<td>no charge</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Deposit Order Slips</td>
<td></td>
<td>no charge</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>ACCOUNT RECONCILEMENT SERVICES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Positive Pay Only- Maintenance</td>
<td>10.00</td>
<td>$10.00 per month per account, currently 3 accounts</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Positive Pay Only- Per Item</td>
<td>0.02</td>
<td>$.02 per Item.</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Positive Pay- Exemption items</td>
<td>0.50</td>
<td>$.50 each</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>ARP Manual Input</td>
<td>0.50</td>
<td>$.50 each</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>SINGLEPOINT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>SP Previous Day Detail</td>
<td>25.00</td>
<td>$10 per month 1st acct, $5 each additional</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>SP Previous Day Per Item Detail</td>
<td>0.02</td>
<td>$.02 per item reported</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>SP Previous Day Per Item Summary</td>
<td>0.02</td>
<td>$.02 per item reported</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>SP E Emi Delivery Per DDA Statement</td>
<td>5.00</td>
<td>$5.00 per statement, currently 3 statements</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Monthly DDA Statement</td>
<td>5.00</td>
<td>$5.00 per statement, currently 3 statements</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>SP Token Monthly Maintenance</td>
<td>3.50</td>
<td>$3.50 per month per token, currently 4 tokens</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>SP Wires Monthly Maintenance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>For First 1</td>
<td>5.00</td>
<td>$5.00 each</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>For Over 1</td>
<td></td>
<td>no charge</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>WIRE TRANSFERS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Wire Monthly Pin Maintenance</td>
<td>5.00</td>
<td>$5.00 per month</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>SP Fedwire Repetitive</td>
<td>5.00</td>
<td>$5.00 use positive pay cancel</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>ZERO BALANCE ACCOUNTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>ZBA lead</td>
<td>5.00</td>
<td>$5.00 per month</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>ZBA Subsidiary</td>
<td>5.00</td>
<td>$2.50 per month, currently 2 accounts</td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Item</td>
<td>Unit Cost</td>
<td>Monthly Cost</td>
<td>Explanation</td>
</tr>
<tr>
<td>----</td>
<td>-------------------------------------------</td>
<td>-----------</td>
<td>--------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>37</td>
<td>Monthly Maintenance- Per Account</td>
<td>10.00</td>
<td>30.00</td>
<td>$10.00 per month per Acct., currently 3 accounts</td>
</tr>
<tr>
<td>38</td>
<td>Image Archive- Per Check Image</td>
<td>0.04</td>
<td>$0.04</td>
<td>per Item</td>
</tr>
<tr>
<td>39</td>
<td>Image Archive- Per CD Rom</td>
<td></td>
<td></td>
<td>No Charge</td>
</tr>
<tr>
<td>40</td>
<td>ACH Monthly Maintenance</td>
<td>5.00</td>
<td>5.00</td>
<td>$5 per month</td>
</tr>
<tr>
<td>41</td>
<td>ACH Process Run</td>
<td>4.00</td>
<td>$4.00</td>
<td>each</td>
</tr>
<tr>
<td>42</td>
<td>ACH Orig Transit Item</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Per Acct if 1-10000</td>
<td>0.03</td>
<td>$0.03</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Per Acct if over 10000</td>
<td>0.03</td>
<td>$0.03</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>ACH Originated On- US Item</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Per Acct if 1-10000</td>
<td>0.03</td>
<td>$0.03</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Per Acct if over 10000</td>
<td>0.03</td>
<td>$0.03</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>ACH Received Item</td>
<td>0.03</td>
<td>$0.03</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>ACH Block Monthly Maint- Per Acct</td>
<td>5.00</td>
<td>5.00</td>
<td>$5.00 each, currently 1 accounts</td>
</tr>
<tr>
<td>50</td>
<td>ACH Filter Monthly Maintenance</td>
<td>5.00</td>
<td>5.00</td>
<td>$5 each, currently 1 accounts</td>
</tr>
<tr>
<td>51</td>
<td>Cash Deposited- Per $100</td>
<td>0.04</td>
<td>$0.04</td>
<td>per $100</td>
</tr>
<tr>
<td>52</td>
<td>Coin Deposited- Per Roll</td>
<td>0.04</td>
<td>$0.04</td>
<td>per roll</td>
</tr>
<tr>
<td>53</td>
<td>Loose mixed coin deposit- per bag</td>
<td>5.00</td>
<td>$5.00</td>
<td>per bag</td>
</tr>
<tr>
<td>54</td>
<td>Night Deposit Processing- Per Deposit</td>
<td>1.00</td>
<td>$1.00</td>
<td>per deposit</td>
</tr>
<tr>
<td>55</td>
<td>Safekeeping Account Maintenance</td>
<td>20.00</td>
<td>$20 per month</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>SKG</td>
<td>5.00</td>
<td>$5.00</td>
<td>per month</td>
</tr>
<tr>
<td>57</td>
<td>SK Interest Disbursal MBS/CMO</td>
<td>4.00</td>
<td>$4.00</td>
<td>per month</td>
</tr>
<tr>
<td>58</td>
<td>SK Asset Backed Paydown- MBS/CMP</td>
<td>4.00</td>
<td>$4.00</td>
<td>per month</td>
</tr>
<tr>
<td>59</td>
<td>Terminal Rental/Purchase</td>
<td></td>
<td>$10 to $40</td>
<td>monthly or purchase $595-$895</td>
</tr>
<tr>
<td>60</td>
<td>Safe Deposit Box</td>
<td></td>
<td>no charge</td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>Monthly Maintenance-Deposit Mgr</td>
<td>0.00</td>
<td>No Charge</td>
<td></td>
</tr>
<tr>
<td>62</td>
<td>Web Client</td>
<td>40.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>Deposit Credit</td>
<td>1.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>Image check</td>
<td>0.02</td>
<td>Onsite deposit will not be charged for Item on 6-9</td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>Image Retrival</td>
<td>1.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>PanInl Vision X 100dpm Check Scanner</td>
<td></td>
<td>$1,595.00</td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>Warranty for 3yrs</td>
<td>3350</td>
<td></td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>$5,000 Loyalty Bonus</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>69</td>
<td>$2,000 earning credit bonus for new service within the 1st year</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
City Council Meeting Date: December 16, 2019

Submitted by: James Weed, Captain, Ellensburg Police Dept.

Must Approve: ☒ City Attorney ☒ Finance ☒ City Manager

Additional Approvals: □ Choose Department □ Other Department

Agenda Subject: Approve Interlocal Agreement for Animal Shelter Services with Kittitas County

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopt Resolution □</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approved contract ✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approve budget adjustment □</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approve - other □</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review Report or Study □</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direction to staff □</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discussion only □</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Award □</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other □ (describe):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BACKGROUND/SUMMARY: The attached agreement provides for animal shelter services to Kittitas County for 2020-22. The City of Ellensburg and Kittitas County have enjoyed this contractual arrangement for many years, but the current contract expires on December 31, 2019. In exchange for shelter and animal care services, Kittitas County will pay the City of Ellensburg the sum of $56,043 during the year 2020. The agreement extends them sheltering services only and does not include animal control functions or enforcement.

The parties' predecessor agreement provided for compensation to the City in the amount of $54,944.00 in 2019, the last year of the agreement. The last several contractual agreements provided for an annual 2% increase over each preceding year. The respective obligations of the parties are essentially unchanged from previous agreement.

PREVIOUS COUNCIL ACTION: None.

ANALYSIS: The proposed agreement would be effective January 1, 2020, and stipulates that the County shall forward payment on a quarterly basis. The services to be provided include the care, housing and disposition of lost, stray or owner released dogs and cats, holding of dangerous or confiscated dogs/cats and related services. Dispositions to
provides that all fees collected in accordance with ECC 5.30.160 (Impoundment, violation notice and adoption) will be retained by the City of Ellensburg for operation of the Animal Shelter.

**FINANCIAL IMPACT:** The continuation of this contractual agreement will result in an additional 2% revenue enhancement over 2019’s budget amount of $54,944.

**RECOMMENDED ACTION OR MOTION:** Approve the proposed shelter services agreement. Authorize the City Manager to sign and execute the agreement.

**Attachments:** Interlocal Agreement with Kittitas County Sheriff’s Department regarding shelter care services for 2020-22.
INTERLOCAL AGREEMENT BETWEEN THE CITY OF ELLENSBURG AND KITTITAS COUNTY FOR ANIMAL SHELTER SERVICES

This Interlocal Agreement for the provision of animal shelter services is made and entered into on the _-day of January, 2020, by and between the City of Ellensburg (hereinafter "Ellensburg"), and Kittitas County (hereinafter the "County"), collectively the "parties."

WHEREAS, the City of Ellensburg owns an animal shelter ("Shelter") which is used by both City of Ellensburg and Kittitas County residents; and

WHEREAS, the City of Ellensburg and Kittitas County desire to continue in effect their contract for the performance of certain animal shelter services as described herein, on the same terms and conditions as agreed upon in their immediate past agreement, except with regard to the amount of compensation which should be increased by two percent (2%) in each year of this Agreement;

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, it is hereby agreed as follows:

1. **Services.** Ellensburg shall provide animal shelter services to the County and its residents according to Ellensburg Police Department Policy. Shelter services shall include care, housing and disposition of lost, stray or owner released dogs and cats, holding of dangerous or confiscated dogs and cats, and related services. Dispositions will include adoption, return to owner, transfer to rescue or euthanasia. Ellensburg's provision of shelter services to the County and its residents under this Agreement shall be performed in accordance with Ellensburg City Code (ECC) section 5.30.160 pertaining to impoundment, violation notices and adoption of animals. All fees collected by Ellensburg in accordance with ECC 5.30.160 will be retained by Ellensburg for operation of the Shelter. The parties understand and agree that this shelter services Agreement does not include animal control functions or enforcement.

2. **Compensation.** Fifty-Six Thousand, Forty-Three Dollars ($56,043) shall be paid by the County to Ellensburg for shelter services for 2020, with an increase of two percent (2%) annually in each subsequent year of the Agreement.

3. **Payment.** Ellensburg shall bill the County quarterly. The County shall pay to Ellensburg on a quarterly basis said charges as outlined in paragraph 2 above.

4. **Receipt of animals.** Ellensburg shall make provisions to receive dogs and cats at the

Animal Shelter Interlocal Agreement - 1
Shelter from the Kittitas County Sheriff’s Office at all times of the day or night.

5. **Maintenance of records.** Ellensburg shall keep records and statistics of all animals turned over to its Shelter, which records shall include the place of origin of the animal. These records will be available to the County for inspection upon request.

6. **Indemnification.**
   
   (a) Ellensburg shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of Ellensburg, its officers, agents, and employees, or any of them, in the handling of animals at the Ellensburg Animal Shelter. In the event that suit based upon such a claim, action, loss or damage is brought against the County, Ellensburg shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of government or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and Ellensburg and its respective officers, agents, employees, or any of them, Ellensburg shall satisfy the same.

   (b) The County shall indemnify and hold harmless Ellensburg and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of the County, its officers, agents, and employees, or any of them, in the transferring to Ellensburg custody of any County animals for housing in the Ellensburg Animal Shelter. In the event that suit based upon such a claim, action, loss or damage is brought against Ellensburg, the County shall defend the same at its sole cost and expense; provided that Ellensburg retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against Ellensburg, and its officers, agents, and employees, or any of them, or jointly against Ellensburg and the County and its respective officers, agents, and employees, or any of them, the County shall satisfy the same.

7. **Duration.** The term of this Agreement shall be for three (3) years, from January 1, 2020 and ending on the December 31, 2022. The amount of compensation set forth in section 2 herein for 2020-2022, and all actions taken in pursuance thereof, are hereby ratified and confirmed.

8. **Termination.** This Agreement shall remain in full force and effect until terminated by agreement of the parties, or by written notice of termination given by one party to the other party at least thirty (30) days prior to the date of termination. Charges will be pro-rated for any portion of a quarter that shelter services are provided should such cancellation occur.

9. **Assignment.** This Agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party.

10. **Future Support.** Neither party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.

11. **Compliance with Laws.** Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State and Federal laws and ordinances.
12. **Relationship of the Parties.**

   (a) No agent, employee or representative of Ellensburg shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of Ellensburg are not entitled to any of the benefits the County provides to County employees. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of Ellensburg for any purpose, and the employees of the County are not entitled to any of the benefits Ellensburg provides to Ellensburg employees.

   (b) In the performance of the work herein contemplated, the party performing the work is an independent contractor with the authority to control and direct the performance of the details of the work; however, the work contemplated herein shall be subject to the general rights of inspection and review of the party requesting the work be done, to secure the satisfactory completion thereof.

13. **Jurisdiction.** Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington.

14. **Modification.** The provisions of this Agreement may be modified or amended only by written mutual consent of the parties.

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

16. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF ELLENSBURG

City Manager
Attest:
City Clerk
Approved as to form:
City Attorney

KITTITAS COUNTY

Cory Wright, Chairman
Brett Wachsmith, Vice-Chairman
Laura Osiadacz, Commissioner
Attest:
Clerk of the Board
City Council Meeting Date: December 16, 2019

Submitted by: Bruce Sackron, Transit Division

Must Approve: ✖ City Attorney   ✖ Finance   ✖ City Manager

Additional Approvals: ✖ Public Works & Utilities   □ Other Department

Agenda Subject: Approval of Amendment 4 to the Agreement for the Turn Key Operation of the Central Transit Fixed Route Bus System.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopt Resolution</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Approve contract</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Approve budget adjustment</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Approve – other</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Review Report or Study</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Direction to staff</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Discussion only</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Bid Award</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Other □ (describe): Amendment 4</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

BACKGROUND/SUMMARY: The Agreement for the Turn Key Operation of the Central Transit Fixed Route Bus System ("Agreement") was approved by the City Council on May 1, 2017. While compiling the information required to join the Washington State Transit Insurance Pool (WSTIP), a potential concern was raised by WSTIP regarding two subsections within the Indemnity and Hold Harmless provision was discovered. WSTIP suggested amending the Agreement to address their concern, which is now being presented for Council approval.

PREVIOUS COUNCIL ACTION: The Agreement for the Turn Key Operation of the Central Transit Fixed Route Bus System was approved by the City Council on May 1, 2017. Amendment 1 was signed on September 8, 2017; Amendment 2 was approved May 6, 2019; Amendment 3 was approved September 17, 2019.

ANALYSIS: The approval of this amendment will clarify the Indemnity and Hold Harmless section to make clear that the prohibition against indemnifying third parties does not apply to City employees, officials, agents, etc.

FINANCIAL IMPACT: None

RECOMMENDED ACTION OR MOTION: Approve Amendment 4 to the Agreement and authorize the City Manager to sign.

Attachments: Amendment 4 to the Agreement for the Turn Key Operation of the Central Transit Fixed Route Bus System.
AMENDMENT 4 TO THE
AGREEMENT FOR TURN KEY OPERATION OF
THE CENTRAL TRANSIT FIXED ROUTE BUS SYSTEM
BETWEEN THE CITY OF ELLensburg AND HOPESOURCE

RELATING TO: Agreement Indemnification.

This Amendment 4 to an Agreement for the Turn Key Operation of the Central Transit Fixed Route Bus System is made and entered into this ____ day of December, 2019, by and between the City of Ellensburg ("City"), a municipal corporation, and HopeSource ("HopeSource"), a community non-profit corporation, for the purpose of updating the indemnity section of this Agreement.

WHEREAS, City and HopeSource entered into an Agreement for the provision of turn-key fixed route public transit service to the City on May 1, 2017; and

WHEREAS, it has been determined that Indemnity Sections 11A and 11E of this agreement have been found to be ambiguous, and it is in the best interests of the City and HopeSource to eliminate this ambiguity.

NOW, THEREFORE, based upon the recitals and consideration expressed herein, the parties agree as follows:

A. The following section of the Agreement is hereby amended to read as follows:

11. Indemnification and Hold Harmless.

E. Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party. Notwithstanding the foregoing, this Section 11E is not intended to, and shall not apply to, any of the persons or entities identified in Section 11A of this Agreement.

B. Upon approval of this Amendment 4 by the Ellensburg City Council and HopeSource, the amendments shall be effective December __, 2019 or such other date to be mutually agreed upon in writing by the parties.

C. Except as expressly set forth in this Amendment 4, the parties’ Agreement, including Amendment 1, Amendment 2 and Amendment 3, remains in full force and effect.
HopeSource

By ____________________________
Susan Grindle, Chief Executive Officer

City of Ellensburg

By ____________________________
John Akers, City Manager

Approved as to form:

__________________________________
City Attorney
University Way Banner Request Form

Contact Person: Ricki Towner
Phone Number: 509-963-1677

Name of Event/Program: Ellensburg Youth Baseball & Softball

Banner Dates (Monday-Sunday): December 30, 2019 - January 19, 2020

* Example of a correctly made banner.

☐ I have contacted CWU Scheduling Services and reserved the banner dates. Phone 509-963-1321 or 509-963-1641, Email: schedule@cwu.edu

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

- We recommend that wind flaps be cut into the banner to prevent wind damage.
  (Additional fees may apply, if CWU provides the services of adding wind flaps to your banner).

☐ I have contacted the City of Ellensburg for approval to hang this banner on the above dates. City of Ellensburg: Phone 509-925-8614 Fax 509-962-7130, Email: leaderb@ci.ellensburg.wa.us

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

Registration is open with org logo

* If your banner does not meet specifications, we will be unable to process your request.*

City of Ellensburg approved by: __________________________ Date: ____________

Disapproval/Reasons:

__________________________

CWU Student Union Operations approved by: __________________________ Date: __________________

For more information please contact CWU Student Union Operations & Scheduling Services at 509-963-1321. The CWU scheduling center will not be held responsible for any weather related damage that occurs to your banner.

Updated 10.11.18
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.

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 16TH DAY OF DECEMBER 2019. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

<table>
<thead>
<tr>
<th>Claims Fund</th>
<th>Check #’s</th>
<th>TO</th>
<th>EFT #’s</th>
<th>TO</th>
<th>Total Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>146664</td>
<td></td>
<td>3918</td>
<td></td>
<td>146758</td>
</tr>
<tr>
<td></td>
<td>3936</td>
<td></td>
<td></td>
<td></td>
<td>914,912.33</td>
</tr>
<tr>
<td></td>
<td>145,029.76</td>
<td></td>
<td>914,912.33</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payroll Fund</th>
<th>Check #’s</th>
<th>TO</th>
<th>Direct Deposits</th>
<th>TO</th>
<th>Total Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>94955</td>
<td></td>
<td>53685</td>
<td></td>
<td>94977</td>
</tr>
<tr>
<td></td>
<td>53913</td>
<td></td>
<td></td>
<td></td>
<td>331,681.01</td>
</tr>
<tr>
<td></td>
<td>33,643.72</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>331,681.01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: ________________
CITY CLERK

51
BACKGROUND/SUMMARY: The City enacted emergency Ordinance 4823 implementing interim regulations via Chapter 15.395 of Ellensburg City Code to address wireless communication facilities. The interim regulations were extended through February 5, 2020 by adoption of Ordinance 4832. Since adoption of the emergency ordinance, the interim regulations have gone through the normal SEPA and state review process, and are being presented for first reading and as a permanent chapter in the Ellensburg City Code.

Wireless phone and data service have generally been provided using large antennas (called macro cells) mounted on towers and tall buildings on both public and private property. Those antennas serve relatively large areas, or "cells," over a mile away. Due to exponential growth in demand, existing cell sites are getting congested. Wireless providers have been using new lower-powered antennas which provide cellular and data coverage to smaller geographic areas, supplementing the larger cellular network. The lower-powered antennas offload cellular data traffic from the larger cell towers and serve a much smaller area. This type of wireless infrastructure is commonly referred to as "small cell." Due to where they are located, small cell wireless facilities can result in faster speeds and more reliable voice service. Small cells will also serve carriers for the next level of cell service called "5G," which will allow connection for a variety of devices.

A typical small cell facility is sited between 25-45 feet in height and attaches to existing utility or light poles within the right-of-way, and requires an aerial or underground line to access power and fiber in order to transmit cellular phone and data signals.
Prior to the interim regulations, Ellensburg City Code did not address small cell facilities and macro cells were not comprehensively addressed. This proposal will make regulations in Chapter 15.395 a permanent section of the City’s Land Development Code. Chapter 15.395 provides a regulatory framework for review of applications for all wireless communication facilities, including both small wireless facilities and larger cell towers. The ordinance includes sections addressing:

- Application requirements
- Location requirements (i.e. hierarchy of site selection)
- Community Development standards for installations
- Aesthetic design and concealment standards
- Technical review of applications
- Removal of facilities

The purpose of Chapter 15.395 is to provide opportunities for wireless communication facilities consistent with statutory rights of wireless communication service providers while also providing for orderly development of the city and protecting the health, safety, and general welfare of the city’s residents and property owners. The primary objectives of the permanent regulations are to preserve the existing visual and aesthetic character of the City and its neighborhood, address potential crowding in the right-of-way, and ensure the safe attachment and operation of private equipment to public infrastructure, much of which is owned by the City’s utilities.

**PREVIOUS COUNCIL ACTION:** City Council adopted Ordinance 4823 implementing a temporary Chapter 15.395 Wireless Communication Facilities, the interim regulations were extended through February 5, 2020 by adoption of Ordinance 4832.

**SEPA AND STATE REVIEW:** The City initiated the State Environmental Policy Act (SEPA) review process for the proposed permanent Chapter 15.395 of Ellensburg City Code. One comment was received from Washington State Department of Transportation (WSDOT), see Exhibit 3. The comments submitted by WSDOT are a recommendation for a voluntary process that is not appropriate to include in the City’s regulations. Staff responded to WSDOT indicating that the City will update Section 12 of the City of Ellensburg Public Works Standards and the permit application process to include a recommendation that the applicant contact WSDOT when installing equipment within 500 feet of specified state corridors. The Community Development department will likely issue a SEPA Determination of Nonsignificance (DNS).

The City provided 60-day notification to the Washington State Department of Commerce. The notification period was complete on November 23, 2019 (Exhibit 4).

**ANALYSIS:** The emergency adoption of Ordinance 4823 in February 2019 was prompted by new Federal Communications Commission (FCC) regulations aimed at streamlining zoning, permitting, and siting to encourage faster deployment of small cell facilities, which became effective January 14, 2019. The regulations impact local control of small cell facility issues, including fees charged for use of City utility and light poles, aesthetics, application and permit processing times, and other related matters. City staff has been working with one wireless
telecommunication company that is moving forward with small wireless facility plans, and believes other companies will propose similar plans.

Following the adoption of the interim regulations, staff added a new chapter for small cell wireless facilities to the Public Works Development Standards. Staff has also developed a permit application and utility pole license agreement.

The Planning Commission held a public hearing on November 14, 2019. One member of the public provided testimony regarding concern for the networks and potential service outages. Staff provided clarification at the public hearing that the City does not regulate wireless services or networks; the regulations include standards for installation, siting requirements, aesthetic design and concealment standards, review of applications, and removal of facilities.

The Planning Commission discussed opportunities for the public to comment on siting of wireless communication facilities. Staff provided information on the different types of review processes and the different public comment process based on whether the wireless facility was new or being sited on an existing utility pole. The Planning Commission unanimously recommended approval of Chapter 15.395 with the inclusion of a section that allows the public to comment on small-cell wireless facilities.

Staff recommends against including a public comment section in the regulations. FCC regulations clearly preempt state and local law on most aspects of siting small wireless facilities and include strict timetables for processing an application. Per proposed ECC 15.395.090(F)(2), a permit for installation of a small wireless facility on a pole in the right-of-way is processed as a Type 1 permit, which does allow for public comment. Any permit application in one of the historic districts, however, would be reviewed by the Landmarks & Design Commission per Chapter 15.280 ECC.

FINANCIAL IMPACT: None

RECOMMENDED ACTION OR MOTION:

1. Hold an open record legislative public hearing
2. Approve Ellensburg City Code Chapter 15.395, Wireless Communication Facilities as presented
3. Conduct first reading of the ordinance

EXHIBITS:

1. Order Confirmation – Legal Notice of November 14, 2019 Planning Commission Public Hearing
2. Order Confirmation – Legal Notice of December 16, 2019 City Council Public Hearing
3. WSDOT SEPA Comment Letter
4. City response to SEPA comments
5. Department of Commerce Acknowledgement Letter

Attachments: Ordinance
EXHIBIT 1
DAILY RECORD/KITTITAS PUB
C/O IDAHO STATE JOURNAL RECEIVABLES
PO BOX 1570
POCATELLO ID 83204
(509)925-1414
Fax (509)925-5696

ORDER CONFIRMATION

Salesperson: MEGAN WOODRUFF
Acct #: 25813

COMMUNITY DEVELOPMENT
CITY OF ELLENSBURG
501 N. ANDERSON
ELLENSBURG WA 98926

Contact:
Phone: (509)962-7231
Fax#: 
Email:
Agency:

Ad #: 1961408
Status: New WHOLD
Start: 10/31/2019
Stop: 10/31/2019
Times Ord: 1
Times Run: ***
STD6 2.00 X 4.96
Words: 268
Total STD6 9.92
Class: 0001 LEGAL
Rate: LEG3
Cost: 87.30
# Affidavits: 1

Ad Descrpt: N/PUB HEARING WIRELESS CO
Given by: ANGELA SAN FILIPPO
P.O. #: A SAN FILIPPO
Created: mwo18 10/30/19 09:59
Last Changed: mwo18 10/30/19 10:11

PUB ZONE EDT TP RUN DATES
DR A 97 S 10/31
DRWN LEG3 97 S 10/31

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Quote from Daily Record/Kittitas County Publishing (509) 925-1414
This ad will run as quoted unless cancellation is received. Please contact your sales rep 24 hours prior to first run date to cancel order.

Name (print or type) Name (signature)

(CONTINUED ON NEXT PAGE)
NOTICE OF PUBLIC HEARING
ELLENSBURG CITY CODE TITLE 15 SECTION 15.395
- WIRELESS COMMUNICATION FACILITIES -

NOTICE IS HEREBY GIVEN that the Ellensburg Planning Commission will hold a public hearing on revisions to Ellensburg City Code (ECC), Title 15, Chapter 15.395, Wireless Communication Facilities. The public hearing will be held November 14, 2019 at 5:45 pm in City Council Chambers, 501 North Anderson Street, Ellensburg to consider public comments on the proposed revisions. The revisions are being proposed to provide a regulatory framework for administrative review of application for all wireless communication facilities, including both cell towers and small wireless facilities.

NOTICE IS FURTHER GIVEN that all persons interested may appear at such time and place to provide verbal or written testimony during the hearing, or written comments may be filed with the Community Development Department, 501 North Anderson Street, Ellensburg, WA 98926 prior to 5:00 pm on November 14, 2019. The draft document can be viewed at the Community Development Department and will be attached to the Planning Commission agenda.

Please contact the Community Development Department, 501 North Anderson Street, Ellensburg or call Angela San Filippo at (509) 925-8653 for more information.

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. Reasonable accommodations will be made upon request. Please furnish the City with your request in sufficient time for the City to provide a reasonable accommodation. A request for accommodation may be obtained from the City Clerk (first floor City Hall) or by calling the City Clerk at (509) 925-8614.

PUBLISH: Daily Record: October 31, 2019
EXHIBIT 2
DAILY RECORD/KITITAS PUB
C/O IDAHO STATE JOURNAL RECEIVABLES
PO BOX 1570
POCATELLO ID 83204
(509)925-1414
Fax (509)925-5696

ORDER CONFIRMATION

Salesperson: MEGAN WOODRUFF
Acct #: 25813
COMMUNITY DEVELOPMENT
CITY OF ELLENSBURG
501 N. ANDERSON
ELLENSBURG WA 98926

Contact:
Phone: (509)962-7231
Fax#:
Email:
Agency:

Printed at 11/26/19 10:51 by mwo18

Ad #: 1971314
Start: 11/30/2019
Stop: 11/30/2019
Times Ord: 1
Times Run: ***
STD6 2.00 X 4.97
Words: 268
Total STD6 9.94
Class: 0001 LEGAL
Rate: LEG3
Cost: 87.47
# Affidavits: 1

Ad Descrpt: N/PUB HEARING WIRELESS CO
Given by: ANGELA SAN FILIPPO
P.O. #: A SAN FILIPPO
Created: mwo18 11/26/19 10:38
Last Changed: mwo18 11/26/19 10:51

PUB ZONE EDT TP RUN DATES
DR A 97 S 11/30
DRWN LEG3 97 S 11/30

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Quote from Daily Record/Kittitas County Publishing (509) 925-1414
This ad will run as quoted unless cancellation is received. Please contact your sales rep 24 hours prior to first run date to cancel order.

Name (print or type) Name (signature)

(CONTINUED ON NEXT PAGE)
NOTICE OF PUBLIC HEARING

ELLENSBURG CITY CODE TITLE 15 SECTION 15.395
- WIRELESS COMMUNICATION FACILITIES -

NOTICE IS HEREBY GIVEN that the Ellensburg City Council will hold a public hearing on revisions to Ellensburg City Code (ECC), Title 15, Chapter 15.395, Wireless Communication Facilities. The public hearing will be held December 16, 2019 at 7:00 pm in City Council Chambers, 501 North Anderson Street, Ellensburg to consider public comments on the proposed revisions. The revisions are being proposed to provide a regulatory framework for administrative review of application for all wireless communication facilities, including both cell towers and small wireless facilities.

NOTICE IS FURTHER GIVEN that all persons interested may appear at such time and place to provide verbal or written testimony during the hearing, or written comments may be filed with the Community Development Department, 501 North Anderson Street, Ellensburg, WA 98926 prior to 5:00 pm on December 16, 2019. The draft document can be viewed at the Community Development Department and will be attached to the Planning Commission agenda.

Please contact the Community Development Department, 501 North Anderson Street, Ellensburg or call Angela San Filippo at (509) 925-8653 for more information.

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. Reasonable accommodations will be made upon request. Please furnish the City with your request in sufficient time for the City to provide a reasonable accommodation. A request for accommodation may be obtained from the City Clerk (first floor City Hall) or by calling the City Clerk at (509) 925-8614.

PUBLISH: Daily Record: November 30, 2019
November 12, 2019

City of Ellensburg Community Development Department  
501 N. Anderson Street  
Ellensburg, WA 98926

Attention: Kirsten Sackett, Director

Subject: Amend Ellensburg Municipal Code, Chapter 15.395, Wireless Communication Facilities

We have reviewed the proposed municipal code changes regarding wireless communication facilities and have the following comments.

As a public safety agency, WSDOT assists with the response to emergencies in which life and property are threatened. Some communications facilities operate at frequencies that interfere with our radio system. Because of this, there is the potential for reception problems for our mobile phones operating in those areas.

To prevent potential interference between the two systems, we suggest adding development standards that recommend subsequent proponents of new facilities or co-location near (within 500 feet) the Interstates 90 and 82, US Highway 97 and State Route 821 corridors to voluntarily complete cooperative testing with the WSDOT to identify any problems that may be corrected through the installation of specific protective or interference devices. The applicants should contact Walt Hoffman of the WSDOT - South Central Region Office at (509) 577-1980 to discuss any potential interference and coordinate any testing.

Thank you for the opportunity to review and comment on this proposal. If you have any questions regarding our comments, please contact John Gruber at (509) 577-1636.

Sincerely,

Paul Gonseth, P.E.  
Planning Engineer

PG: jg/df

cc: Michael Krahenbuhl, WSDOT Area 1 Maintenance Superintendent  
Walt Hoffman, WSDOT Senior Telecommunications Specialist
December 6, 2019

City of Ellensburg
Community Development Department
501 North Anderson Street
Ellensburg, WA 98926

ATTN: Kirsten Sackett

RE: Request for response to SEPA comments – P19-107/SEPA Environmental Checklist for a new chapter of Ellensburg City Code pertaining to wireless communication facilities

Dear Kirsten:

Thank you for the opportunity to respond to public comments received regarding the proposed addition of Ellensburg City Code Chapter 15.395 Wireless Communication Facilities. The following response is specific to the public comment received from Washington State Department of Transportation (WSDOT) on November 19, 2019.

The City does not include voluntary elements in city code because it creates unenforceable standards. Section 12 of the City’s Public Works Development Standards is specific to wireless facilities installation standards. Section 12 includes standards, conditions, and specifications for small wireless facilities in the City of Ellensburg. The City has also developed a permit application and utility pole license. In response to WSDOT’s comment and request for proponents of new wireless communication facilities to voluntarily complete cooperative testing with WSDOT, the City will add the following language to Section 12 of the City of Ellensburg Public Works Standards, Codes, Permits, and Approvals and to the permit application process:

The applicant should contact WSDOT when installing equipment within 500 feet of the Interstates 90 and 82, US Highway 97, and State Route 821 corridors to prevent potential interference between the proposed small cell communications and WSDOT emergency communications equipment.

Thank you for consideration of this proposal to incorporate Chapter 15.395 Wireless Communication Facilities into Ellensburg City Code. If you have any questions, or need additional information, please let me know.

Sincerely,

Angela San Filippo, AICP
Long Range Planner
09/24/2019

Ms. Angela San Filippo  
Senior Planner  
City of Ellensburg  
501 N Anderson Street  
Ellensburg, WA 98926

Sent Via Electronic Mail

Re: City of Ellensburg--2019-S-703--60-day Notice of Intent to Adopt Amendment

Dear Ms. San Filippo:

Thank you for sending the Washington State Department of Commerce (Commerce) the 60-day Notice of Intent to Adopt Amendment as required under RCW 36.70A.106. We received your submittal with the following description.

Proposed new Chapter 15.395 of the Land Development Code to address Wireless Communication Facilities.

We received your submittal on 09/24/2019 and processed it with the Submittal ID 2019-S-703. Please keep this letter as documentation that you have met this procedural requirement. Your 60-day notice period ends on 11/23/2019.

We have forwarded a copy of this notice to other state agencies for comment.

Please remember to submit the final adopted amendment to Commerce within ten days of adoption.

If you have any questions, please contact Growth Management Services at reviewteam@commerce.wa.gov, or call Scott Kuhta, (509) 795-6884.

Sincerely,

Review Team  
Growth Management Services
ORDINANCE NO. ****

AN ORDINANCE RELATING TO WIRELESS COMMUNICATION FACILITIES AND ADDING A PERMANENT CHAPTER TO THE ELLENSBURG CITY CODE ENTITLED “15.395 WIRELESS COMMUNICATIONS FACILITIES”

WHEREAS, contemporaneous with the consideration of this Ordinance, the City Council revised franchising and permitting procedures in order to provide for the deployment of small wireless facilities and establish time limits for the consideration of permits in accord with federal laws such as 47 USC § 1455(a), 47 CFR §§ 1.40001 and 1.6003; and

WHEREAS, the City Council acknowledges that the growing use of smart phones and other personal wireless devices creates a substantial need for wireless data transmission and therefore deems it in the public interest to adopt the federal guidelines by separate contemporaneous action while integrating the provisions of such changes in the zoning code in order to ensure for the speedy review of applications; and

WHEREAS, the adoption of the contemporaneous franchise revisions and approval timelines requires integration with the City’s zoning code in order to provide for design guidelines for use in small wireless permitting as well as processes to be used in the consideration of applications subject to federal time restrictions such as Eligible Facilities Requests; and

WHEREAS, on February 4, 2019, City Council adopted Ordinance 4823, implementing interim zoning controls for wireless communication facilities as an emergency measure under the procedures in RCW 35A.63.220 and RCW 36.70A.390; and

WHEREAS, on August 5, 2019, City Council adopted Ordinance 4832 to extend the interim wireless communication facility regulations through February 5, 2020; and

WHEREAS, RCW 35A.63.220 and 36.70A.390 authorize cities to establish interim zoning controls in circumstances such as those described above; and

WHEREAS, the proposed amendments to the Ellensburg City Code were issued a SEPA Determination of Non-Significance on __________, 2019; and

WHEREAS, pursuant to RCW 36.70A.106, notice of the City’s intent to amend the Land Development Code was sent to the Washington State Department of Commerce; and

WHEREAS, the required Washington State Department of Commerce 60-day notice was complete on November 23, 2019; and

WHEREAS, the proposed ordinance was reviewed by the Planning Commission in a public hearing on November 14, 2019, and based on public testimony and other evidence received at said hearing, the Planning Commission recommended City Council adoption of the ordinance; and

WHEREAS, the City Council conducted a public hearing on December 16, 2019, where it
received and considered public comments on the proposed changes; and

WHEREAS, the City Council finds that the zoning amendments to the Ellensburg City Code set forth herein are consistent with and will implement the City’s comprehensive plan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Title 15 of the Land Development Code of the Ellensburg City Code, as last amended by Ordinance 4832, is hereby amended by adding a new chapter entitled “Chapter 15.395 Wireless Communication Facilities” to read as follows:

Chapter 15.395
WIRELESS COMMUNICATION FACILITIES

Sections

15.395.010 Purpose.
15.395.020 Definitions.
15.395.030 General provisions.
15.395.040 Applicability.
15.395.050 Location considerations.
15.395.060 Application requirements.
15.395.070 Development standards for wireless communications facilities other than small wireless facilities.
15.395.080 Administrative use findings.
15.395.090 Design and concealment standards for small wireless deployments.
15.395.100 Independent technical review of wireless communications facilities applications.
15.395.110 Wireless communications facilities removal.
15.395.120 Appeals.

15.395.010 Purpose.

The purpose of this chapter is to set forth the regulations for the placement, development, permitting, and removal of wireless communications facilities, including support structures and antennas. Among the purposes included are to:

A. Minimize potential adverse visual, aesthetic and safety impacts of wireless communications facilities.

B. Establish objective standards for the design and placement of wireless communications facilities.
C. Ensure that such standards allow competition and do not unreasonably discriminate among providers of functionally equivalent services.

D. To the extent possible, the design of such facilities shall be aesthetically and architecturally compatible with the surrounding built and natural environments where possible.

E. To the extent possible, the location of large scale wireless communications support structures shall be in industrial, nonresidential mixed use and commercial areas outside of the historic districts.

F. To the extent possible, the collocation or attachment of wireless communications antennas shall be on existing support structures to help minimize the total number and impact of such structures throughout the community.

15.395.020 Definitions.

See 11.41.020 ECC for additional definitions for terms utilized in this chapter.

“Antenna,” “Antenna Equipment,” and “Antenna Facility” are defined in accordance with 47 CFR § 1.6002 (b), (c) and (d).

“Antenna Height” means the vertical distance measured from average building elevation to the highest point of the antenna, or if on a rooftop or other structure, from the top of the roof or structure to the highest point of the antenna.

“Antenna support structure” means a freestanding structure or device specifically designed, constructed and/or erected to support a WCF antenna and may include, but is not limited to, a monopole or guy-wire support tower. Lattice towers are specifically prohibited. Antenna support structure does not include attachment support structures, nor a preexisting utility pole not built for the sole or primary purpose of supporting any Federal Communication Commission (FCC) licensed or authorized antenna.

“Collocation,” when used in the context of an eligible facilities request in Chapter 11.80 ECC, means the mounting or installation of transmission equipment on an eligible support structure for
the purpose of transmitting and/or receiving radio frequency signals for communication purposes. When used in the small wireless permitting process, “collocation” means mounting or installing an antenna facility on a pre-existing structure and/or modifying a structure for the purpose of mounting or installing an antenna facility on that structure.

“Equipment structure” means a facility, shelter, cabinet or vault used to house and protect electronic or other associated equipment necessary for processing wireless communications signals. “Associated equipment” may include, for example, air conditioning, backup power supplies and emergency generators.

“Macro facility” means a wireless communication facility other than a small wireless facility.

“Small wireless facilities” are facilities that meet each of the following conditions:

1. The facilities:
   a. are mounted on structures 50 feet or less in height including their antennas as defined in 47 C.F.R. § 1.1320(d), or
   b. are mounted on structures no more than 10 percent taller than other adjacent structures, or
   c. do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;

2. Each antenna associated with the deployment, excluding associated antenna equipment (as defined in 47 C.F.R § 1.1320(d)) is no more than three cubic feet in volume;

3. All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;

4. The facilities do not require antenna structure registration under 47 C.F.R. Part 17;

5. The facilities are not located on Tribal lands, as defined under 36 CFR § 800.16(x); and
(6) The facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 C.F.R. § 1.1307(b).

“Structure” means a pole, tower, base station, or other building, whether or not it has an existing antenna facility, that is used or to be used for the provision of personal wireless service (whether or not on its own or comingle with other types of service.

“Transmission equipment” means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services included, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

“Unified enclosure” means a small wireless facility providing concealment of antennas and equipment within a single enclosure.

“Utility pole” means a structure designed and used primarily for the support of electrical wires, telephone wires, television cable, traffic signals, or lighting for streets, parking areas, or pedestrian paths.

“Wireless communication facilities” (“WCF”) means an unstaffed facility for the transmission and/or reception of radio-frequency (RF), microwave or other signals for commercial communications purposes, typically consisting of one or more antennas, an antenna support structure or attachment support structure, and an equipment enclosure.

15.395.030 General provisions.

A. Wireless telecommunication facilities shall not be considered nor regulated as essential public facilities.

B. Wireless telecommunication facilities located outside of the public right-of-way may be either a primary or a secondary use. A different use of an existing structure on the same lot shall not preclude the installation of a wireless telecommunication facility.
15.395.040  Applicability.

A. Wireless telecommunication facilities shall be permitted as established in the underlying zoning district use table, provided, however, that small wireless facilities located pursuant to a valid small wireless facility permit are outright permitted uses in every zone of the City.

B. The following are exempt from the provisions of this chapter:

1. Wireless communication facilities utilized by a governmental agency for governmental purposes and not for resale or lease to the public within its area of jurisdiction.

2. Amateur radio towers and antenna arrays to the full extent necessary to entitle the holder of the license to utilize the rights granted by the Federal Communications Commission; provided, that this exemption applies only if an antenna and supporting structure are greater than thirty-five feet in height in order for the full enjoyment of licensed activity and is of a telescoping or crank-up configuration and which, when not in use, is fully retracted to a level at or below thirty-five feet in height.

3. Television antennas, television dish antenna array and similar small-scale communication antenna array less than ten feet in height when measured from its base.

15.395.050  Location considerations.

The location priority for new wireless telecommunication facilities shall be in the following order:

A. In all zoning districts, collocate on existing wireless telecommunication facilities.

B. In all zoning districts, collocate antennas on utility structures (i.e., power poles), or other existing buildings and structures, such as water towers.

C. Place new wireless telecommunication facilities in districts zoned for industrial or non-residential mixed use.

D. Place new wireless communication facilities in the Public Reserve Zone.
E. Place within residential zoning districts only when collocating or an applicant has proven that denial of the location would be a prohibition or effective prohibition of telecommunications services in violation of 47 USC §§ 253 and 332.

F. Place within the historic districts as a last resort only when no other site is available, and denial of the location would be a prohibition of telecommunications services in violation of 47 USC §§ 253 and 332.

15.395.060 Application requirements.

In addition to other applicable requirements established by ordinance or rule for any other approval or permit consolidated with an application for review, applications shall include the following:

A. Site and landscape plans drawn to scale, including the location of existing structures, trees, and other significant site features; proposed color of the facility; method of fencing; finished color and, if applicable, the method of camouflage and illumination.

B. A report including description of the facility with technical aspects for its design.

C. Documentation establishing the structural integrity for the facility’s proposed use.

D. The general capacity of the tower and information necessary to assure that ANSI standards are met.

E. A statement of intent on whether the excess space on the facility will be leased.

F. Proof of ownership of the proposed site or authorization to utilize it.

G. Copies of any easements necessary.

H. An analysis of the area containing existing topographical contours.

I. Photo simulations of the proposed facility from affected properties and public rights-of-way.
15.395.070 Development standards for wireless communications facilities other than small wireless facilities.

A. Landscaping and Screening.

1. In all zones, equipment shelters, cabinets and other on-the-ground ancillary equipment shall be constructed with a use separation buffer of a minimum of twenty (20) feet in residential zones and ten (10) feet in all other zones. The director or his/her designee may increase the width of this buffer if it is determined additional buffering is necessary to further mitigate the impact of the ground equipment. Further, the buffer shall be contained in a recorded easement.

2. Fencing shall be required around the ground facilities and be located within the required separation buffer. The fence shall be constructed in accordance with the requirements of ECC 15.320.120.

3. In residential zones, and in other zones where the wireless telecommunication facility is within three hundred feet of a residential zone, the ground level view of support structures shall be mitigated by the retention of existing trees with sufficient height that will provide a functional screen of a substantial portion of the facility. Additional landscaping and screening may be required by the director or his/her designee to mitigate the visual impact of the ground level view of the support structure if the existing trees do not provide an adequate functional screen or if no trees are on the subject site to provide the functional screen. A street tree permit is required per ECC 4.36.300 for any planting, removal, topping, and/or major pruning of street trees. Existing trees on adjacent properties or within right-of-way cannot be utilized to meet this requirement.

B. Visual Impact.

1. Wireless communication facilities shall be camouflaged by employing the best available concealment technology. This may be accomplished by use of compatible materials, location, color, stealth technologies, and/or other strategies to minimize visibility of the facility as viewed from public streets or residential properties to the maximum extent
feasible and consistent with the technology and intended use of the facility. When attached to an existing building, the wireless telecommunication facility shall be placed and colored so as to blend into the architectural detail and coloring of the structure.

2. A visual impact analysis shall be required when a new wireless telecommunication facility is proposed to be located within a residential zone or within three hundred feet of a residential zone, or if the facility is anticipated to constitute more than a moderate visual impact as described above. The impact analysis will be accomplished through: (a) erection of a crane; (b) a balloon (of a size not less than four feet); or (c) similar device used to simulate the proposed dimensions and height of the structure.

3. Ten working days prior to the demonstration, the applicant shall notify the city and provide a courtesy informational notice to properties within three hundred feet of the subject site upon which the visual impact test will be conducted. The potential impact shall be documented through submittal of maps, photographs, photo-simulation, and other appropriate methods.

4. Ground-mounted equipment cabinets shall meet all applicable standards relating to sight triangle and sight visibility to ensure these facilities do not obstruct or affect vehicular or pedestrian traffic.

C. Color and Lighting.

1. Wireless telecommunication facilities shall be painted in a nonreflective color that best allows them to blend into the surroundings.

2. Flashing red, solid red, or white strobe lighting shall not be allowed on any support structure except those included in permanent 911 public safety communication facilities, located at ground elevations above seven hundred feet, and more than one-half mile from any residential zone. Any structure subsequently determined by the Federal Aviation Administration (FAA) to require flashing red, solid red, or white strobe lighting shall be altered to avoid the lighting requirements.
3. Appropriately down shielded security lighting which is directed away from adjoining properties is permitted for the equipment shelters, cabinets, and/or other ground ancillary equipment. No more than one foot-candle of illumination may leave the property boundaries.

D. Electromagnetic Field/Radio-Frequency Radiation Standards. The applicant shall provide certification by qualified Radio Frequency (RF) engineer that Installation of wireless telecommunication facilities will conform to the standards required by the FCC regulations and the Telecommunication Act of 1996.

E. Collocation of Facilities. All new wireless telecommunication facilities shall be designed to accommodate collocation of at least two additional carriers. Further, an approved wireless telecommunication provider cannot deny a wireless provider the ability to collocate on an approved facility at a fair market value or at another cost agreed to by the affected parties.

F. Discontinuation of Use. Any wireless telecommunication facility that is no longer needed and its use is discontinued shall be reported immediately by the service provider to the city. Discontinued facilities shall be completely removed by the service provider or the property owner within six months from the time of discontinuance.

G. Small wireless facilities are regulated pursuant to Chapter 11.70 ECC, and Section 15.395.090, et. seq.

15.395.080 Administrative use findings.

In addition to the findings required in Section 15.395.050, the following findings relative to wireless telecommunication facilities are hereby required:

A. The proposed wireless telecommunication facility and ground facilities have been reviewed appropriately, have satisfied all the provisions of this chapter and any negative aesthetic impacts have been adequately mitigated.
B. Failure to approve any proposed significant deviation from aesthetic standards established by this chapter would have the effect of effectively prohibiting the provider from providing telecommunication service in violation of 47 USC §§ 253 and 332.

C. In applying these criteria, the director shall not interpret and apply them in a manner which dictates use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the applicant, alternative forms of concealment or deployment may be permitted which provide similar or greater protection of the visual environment.

15.395.090 Aesthetic design and concealment standards for small wireless facilities deployments.

Small wireless facilities deployments permitted pursuant to Chapter 11.70 ECC shall conform to the following aesthetic design and concealment standards:

A. Small wireless facilities attached to non-wooden poles. Small wireless facilities attached to existing or replacement non-wooden light poles and other non-wooden poles in the right-of-way or poles outside of the right-of-way shall conform to the following design criteria:

1. Antennas and the associated equipment enclosures shall be sited and installed in a manner which minimizes the visual impact on the streetscape either by fully concealing the antennae and associated equipment fully within the pole or through a concealment element plan which provides an equivalent or greater impact reduction. This requirement shall be applied in a manner which does not dictate the technology employed by the service provider nor unreasonably impair the technological performance of the equipment chosen by the service provider.

2. All conduit, cables, wires and fiber must be routed internally in the light pole. To the full extent technically feasible, full concealment of all conduit, cables, wires and fiber is required within mounting brackets, shrouds, canisters or sleeves if attaching to exterior antennas or equipment.
3. An antenna on top of an existing pole may not extend more than six (6) feet above the height of the existing pole and the diameter may not exceed sixteen (16) inches, measured at the top of the pole, unless the applicant can demonstrate that more space is needed. The antennas shall be integrated into the pole design so that it appears as a continuation of the original pole, including colored or painted to match the pole, and shall be shrouded or screened to blend with the pole except for canister antennas which shall not require screening. All cabling and mounting hardware/brackets from the bottom of the antenna to the top of the pole shall be fully concealed and integrated with the pole.

4. Any replacement pole shall substantially conform to the design of the pole it is replacing or the neighboring pole design standards utilized within the contiguous right-of-way.

5. The height of any replacement pole may not extend more than ten (10) feet above the height of the existing pole or the minimum additional height necessary for adequate clearance from electrical wires, whichever is greater.

6. The diameter of a replacement pole shall comply with the City’s setback and sidewalk clearance requirements, Americans with Disabilities (ADA) requirements, and if a replacement light standard then with the City’s lighting requirements.

7. The use of the pole for the siting of a small wireless facility shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a small wireless facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the small wireless facility and the small wireless facility and all associated equipment shall be removed.

B. Wooden pole design standards. Small wireless facilities located on wooden poles shall conform to the following design criteria:

1. The wooden pole at the proposed location may be replaced with a taller pole for the purpose of accommodating a small wireless facility; provided, that the replacement pole shall not exceed a height that is a maximum of ten (10) feet taller than the existing pole, unless a further height increase is required and permission is confirmed in writing by the
pole owner and that such height extension is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities.

2. A pole extender may be used instead of replacing an existing pole but may not increase the height of the existing pole by more than ten (10) feet unless a further height increase is required and permission is confirmed in writing by the pole owner and that such height increase is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities. A “pole extender” as used herein is an object affixed between the pole and the antenna for the purpose of increasing the height of the antenna above the pole. The pole extender shall be painted to approximately match the color of the pole and shall substantially match the diameter of the pole measured at the top of the pole.

3. Replacement wooden poles may either match the approximate color and materials of the replaced pole or shall be the standard new wooden pole used by the pole owner in the city.

4. Antennas, equipment enclosures, and all ancillary equipment, boxes and conduit shall be colored or painted to match the approximate color of the surface of the wooden pole on which they are attached.

5. Panel antennas shall not be mounted more than twelve (12) inches from the surface of the wooden pole.

6. Antennas should be placed in an effort to minimize visual clutter and obtrusiveness. Multiple antennas are permitted on a wooden pole provided that each antenna enclosure shall not be more than three (3) cubic feet in volume.

7. A canister antenna may be mounted on top of an existing wooden pole, which may not exceed the height requirements described in subsection B (1) above, unless a greater height is required to meet the technical requirements of the facility, provided that such greater height shall not exceed the minimum necessary to meet the technical need and requirements. A canister antenna mounted on the top of a wooden pole shall not exceed sixteen (16) inches, measured at the top of the pole, and shall be colored or painted to match
the pole. The canister antenna must be placed to look as if it is an extension of the pole. In the alternative, the applicant may propose a side mounted canister antenna, so long as the inside edge of the antenna is no more than twenty (20) inches from the surface of the wooden pole. All cables shall be concealed either within the canister antenna or within a sleeve between the antenna and the wooden pole.

8. An omni-directional antenna may be mounted on the top of an existing wooden pole, provided such antenna is no more than four (4) feet in height and is mounted directly on the top of a pole or attached to a sleeve made to look like the exterior of the pole as close to the top of the pole as technically feasible. All cables shall be concealed within the sleeve between the bottom of the antenna and the mounting bracket.

9. All related equipment, including but not limited to ancillary equipment, radios, cables, associated shrouding, microwaves, and conduit which are mounted on wooden poles shall not be mounted more than six (6) inches from the surface of the pole, unless a further distance is technically required, and is confirmed in writing by the pole owner.

10. Equipment for small wireless facilities must be attached to the wooden pole, unless otherwise permitted to be ground mounted pursuant to subsection (D)(5). The equipment must be placed in the smallest enclosure possible for the intended purpose. The equipment enclosure and all other wireless equipment associated with the antenna and any pre-existing associated equipment on the pole may not exceed twenty-eight (28) cubic feet in total volume. The applicant is encouraged to place the equipment enclosure behind any banners or road signs that may be on the pole if such banners or road signs are allowed by the pole owner.

11. An applicant who desires to enclose its antennas and equipment within a unified enclosure may do so, so long as the facility meets the volumetric requirements of a small wireless facility. To the extent possible, the unified enclosure shall be placed so as to appear as an integrated part of the pole or behind banners or signs. The unified enclosure may not be placed more than twenty (20) inches from the surface of the pole unless a further distance is technically required and confirmed in writing by the pole owner.
12. The visual effect of the small wireless facility on all other aspects of the appearance of the wooden pole shall be minimized to the greatest extent possible.

13. The use of the wooden pole for the siting of a small wireless facility shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a small wireless facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the small wireless facility and the small wireless facility and all associated equipment shall be removed unless retention of the pole is necessary to prevent an effective prohibition of service.

14. All cables and wires shall be routed through conduit along the outside of the pole. The outside conduit shall be colored or painted to match the pole. The number of conduit shall be minimized to the number technically necessary to accommodate the small wireless facility.

C. Small wireless facilities attached to existing buildings. Small wireless facilities attached to existing buildings, shall conform to the following design criteria:

1. Small wireless facilities may be mounted to the sides of a building if the antennas do not interrupt the building's architectural theme.

2. The interruption of architectural lines or horizontal or vertical reveals is discouraged.

3. New architectural features such as columns, pilasters, corbels, or other ornamentation that conceal antennas may be used if it complements the architecture of the existing building.

4. Small wireless facilities shall utilize the smallest mounting brackets necessary in order to provide the smallest offset from the building.

5. Skirts or shrouds shall be utilized on the sides and bottoms of antennas in order to conceal mounting hardware, create a cleaner appearance, and minimize the visual impact of the antennas. Exposed cabling/wiring is prohibited.
6. Small wireless facilities shall be painted and textured to match the adjacent building surfaces.

7. Upon review by city staff, it may be determined that an application for a small wireless facility proposing to locate on an individually landmarked structure, or on a structure within a historic district, may also meet the criteria in Chapter 15.280 ECC requiring an application for a Certificate of Appropriateness (a Type II review process) from the Landmarks and Design Commission.

D. Small wireless facilities mounted on cables strung between existing utility poles shall conform to the following standards.

1. Each strand mounted facility shall not exceed three (3) cubic feet in volume;

2. Only one strand mounted facility is permitted per cable between any two existing poles on existing cable;

3. The strand mounted devices shall be placed as close as possible to the nearest utility pole, in no event more than five (5) feet from the pole unless a greater distance is technically necessary or is required by the pole owner for safety clearance;

4. No strand mounted device shall be located in or above the portion of the roadway open to vehicular traffic;

5. Ground mounted equipment to accommodate a shared mounted facility is not permitted except when placed in pre-existing equipment cabinets; and

6. Pole mounted equipment shall comply with the requirements of subsections B and D above.

7. Such strand mounted devices must be installed to cause the least visual impact and without excess exterior cabling or wires (other than the original stand).

E. General requirements.
1. Ground mounted equipment in the rights-of-way is prohibited, unless such facilities are placed underground or the applicant can demonstrate that pole mounted or undergrounded equipment is technically infeasible. If ground mounted equipment is necessary, then the applicant shall submit a concealment element plan. Generators are prohibited on the public rights-of-way.

2. No equipment shall be operated so as to produce noise in violation of Chapter 5.60 ECC.

3. Small wireless facilities are not permitted on traffic signal poles unless denial of the siting could be a prohibition or effective prohibition of the applicant’s ability to provide telecommunications service in violation of 47 USC §§ 253 and 332.

4. Replacement poles and new poles shall comply with the ADA, city construction and sidewalk clearance standards, and state and federal regulations in order to provide a clear and safe passage within the rights-of-way.

5. Replacement poles shall be located as near as possible to the existing pole with the requirement to remove the abandoned pole at the applicant’s cost.

6. The design criteria as applicable to small wireless facilities described herein shall be considered concealment elements and such small wireless facilities may only be expanded upon an eligible facilities request described in Chapter 11.80 ECC, when the modification does not defeat the concealment elements of the facility.

7. No signage, message or identification other than the manufacturer’s identification or identification required by governing law is allowed to be portrayed on any antenna, and any such signage on equipment enclosures shall be of the minimum amount possible to achieve the intended purpose and in conformance to the Public Works Development Standards for Small Wireless Facilities.

8. Antennas and related equipment shall not be illuminated except for security reasons, required by a federal or state authority, or unless approved as part of a concealment element plan.
9. Side arm mounts for antennas or equipment are prohibited. No antenna, antenna equipment or equipment box may extend more than twenty (20) inches from the face of the pole or support structure.

10. The preferred location of a small wireless facility on a pole is the location with the least visible impact.

11. Antennas, equipment enclosures, and ancillary equipment, conduit and cable, shall not dominate the building or pole upon which they are attached.

12. The city may consider the cumulative visual effects of small wireless facilities mounted on poles within the right-of-way in when assessing proposed siting locations so as to not adversely affect the visual character of the city. This provision shall not be applied to limit the number of permits issued when no alternative sites are reasonably available nor to impose a technological requirement on the service provider.

13. These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the applicant, alternative forms of concealment or deployment may be permitted which provide similar or greater protections from negative visual impacts to the streetscape.

F. New poles in the rights-of-way for small wireless facilities and installations in the historic districts.

1. New poles within the rights-of-way are only permitted if the applicant can establish that:

   a. The proposed small wireless facility cannot be located on an existing utility pole or light pole in an alley, electrical transmission tower or on a site outside of the public rights-of-way such as a public park, public property, building, transmission tower or in or on a non-residential use in a residential zone whether by roof or panel-mount or separate structure;
b. The proposed wireless communications facility receives approval for a concealment element design, as described in subsection 3 below;

c. The proposed wireless communications facility also complies with SEPA, if applicable; and

d. No new poles shall be located in a critical area or associated buffer required by the city’s critical areas ordinance (Division VI of Title 15 ECC), except when determined to be exempt pursuant to said ordinance.

2. An application for a new pole in the right-of-way is subject to an administrative use permit type 1 review.

3. The concealment element design shall include the design of the screening, fencing or other concealment technology for a tower, pole, or equipment structure, and all related transmission equipment or facilities associated with the proposed wireless communications facility, including but not limited to fiber and power connections, and subject to the following additional requirements:

   a. The concealment element design should seek to minimize the visual obtrusiveness of wireless communications facility installations. The proposed pole or structure should have similar designs to existing neighboring poles in the rights of way, including to the extent technically feasible similar height. Other concealment methods include, but are not limited to, integrating the installation with architectural features or building design components, utilization of coverings or concealment devices of similar material, color and texture – or the appearance thereof – as the surface against which the installation will be seen or on which it will be installed, landscape design, or other camouflage strategies appropriate for the type of installation. Applicants are required to utilize designs in which all conduit and wirelines are installed internally in the structure or otherwise integrated into the design of the structure. Use of a unified enclosure equal to or less than four (4) cubic feet in volume may be permitted in meeting these criteria.
b. If the director has already approved a concealment element design either for the applicant or another wireless communications facility along the same public right-of-way or for the same pole type, then the applicant shall utilize a substantially similar concealment element design, unless it can show that such concealment element design is not physically or technologically feasible, or that such deployment would undermine the generally applicable design standards.

4. Even if an alternative location is established pursuant to subsection F(1)(a), the conditional use permit process may determine that a new pole in the right-of-way is in fact a superior alternative based on the impact to the city, the concealment element design, the city’s Comprehensive Plan and the added benefits to the community.

5. Prior to the issuance of a permit to construct a new pole or ground mounted equipment in the right-of-way, the applicant must obtain a site-specific agreement from the city to locate such new pole or ground mounted equipment. This requirement also applies to replacement poles that are higher than the replaced pole, and the overall height of the replacement pole and the proposed wireless communications facility is more than fifty (50) feet.

6. Installation of small wireless facilities in the historic districts shall be permitted by an administrative approval of a concealment plan utilizing the design and concealment standards contained in this chapter.

7. These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the applicant or effectively prohibit service, alternative forms of concealment or deployment may be permitted which provide similar or greater protections of the streetscape.

15.395.100 Independent technical review of wireless communications facilities applications.
The city may retain the services of an independent technical expert of its choice to provide technical evaluation of permit applications for WCFs. The applicant shall pay all the costs of said review. Such third-party expert review is intended to be a site-specific review of technical aspects of the WCF permit application and not a subjective review of the WCF proposal. The city reviewing authority shall consider the request when imposing conditions on approval. Nothing herein shall be interpreted to permit regulation of radio frequency emissions or interference to limit or dictate the applicant’s technological choices.

15.395.110 Wireless communications facilities removal.

A. Owners and operators of wireless communications facilities shall provide the director with copies of any notice of intent to cease operations provided to the Federal Communications Commission.

B. Any antenna support structure that has not been mounted with an antenna for a period of 180 successive days, or if the antennas mounted on an antenna support structure are not operated for a period of 180 successive days, the antenna support structure shall be considered abandoned. The owner shall remove such structure and any accompanying equipment enclosure within 90 days after receipt of notice from the city to do so. If an abandoned structure and equipment enclosure are not removed in a timely manner, the city may seek and obtain a court order directing such removal and imposing a lien upon the equipment and/or the real property upon which such structures are situated in an amount equal to the cost of removal. Any notice given under this section is subject to an open record appeal to the hearing examiner. In the event that more than one wireless communication service provider is using the support structure, then the lien on the real property shall not become effective until all users cease use of the antenna support structure.

C. Removal upon Undergrounding. A wireless communications facility shall be removed at the owner’s expense if collocated on a utility support structure that is subsequently undergrounded. No utility support structure may be maintained for the sole purpose of supporting a wireless communications facility unless an administrative use permit is obtained as provided herein or pursuant to Chapter 15.395.080 ECC. Retention of the utility support structure shall be based upon a showing that no other support structure is reasonably available, and retention of the utility support
structure is required to prevent an effective prohibition of service.

15.395.120  Appeals.

Wireless communications facilities permit decisions other than administrative approvals relating to small wireless permits and eligible facilities requests, are final Type III decisions. Approvals relating to small wireless facilities and eligible facilities requests are Type I administrative approvals and are not subject to administrative appeal. Appeal of a hearing examiner decision shall proceed directly to Kittitas County Superior Court. The timely filing of an appeal of a wireless communication facility permit decision shall stay the effective date of the decision until such time as the appeal is concluded or withdrawn.

Section 2. 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 3. Corrections. Upon the approval of the City Attorney, the City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. 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 January, 2020.

MAYOR

ATTEST: 
City Clerk

Approved as to form:

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

BETH LEADER
City Council Meeting Date: December 16, 2019

Submitted by: Angela San Filippo, Long Range Planner

Must Approve: ☒ City Attorney ☒ Finance ☑ City Manager

Additional Approvals: ☐ Choose Department ☐ Other Department

Agenda Subject: Public hearing (legislative) to consider adoption of pre-annexation agreement for parcels 322733, 20998, and 20999

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopt Resolution</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approve contract</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approve budget adjustment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Award</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direction to staff only</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discussion only</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (describe):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BACKGROUND/SUMMARY: A notice of intent to commence annexation proceedings was received by the Community Development Department from William Sparks, agent for property owner CWH LLC, to consider annexation of parcels 322733, 20998, and 20999, located north of Bender Road.

The initial meeting with Council was held on February 19, 2019 and Council unanimously determined the following:

- Accept the proposed annexation as geographically proposed in the notice of intent;
- Require the simultaneous adoption of Residential Suburban (R-S) zoning; and
- Require the annexation area to assume a proportional share of existing City indebtedness.

After Council’s determination to accept the annexation proposal, a Petition for Annexation was filed with the Kittitas County Assessor. On February 26, 2019 the Assessor determined the Petition for Annexation sufficient with regard to legal description and corresponding owner of record.

The three parcels under consideration for annexation are located on the north side of Bender Road, generally east of Pioneer Road, west of Water Street and south of Bowers Road, see Exhibit 1.
The Planning Commission held a public hearing on April 11, 2019. Douglas Stalder, on behalf of the property owner, provided public testimony related to the Airport Overlay zone, and the corresponding residential density restriction in the proposed annexation area. Mr. Stalder also indicated that it is the property owner's intention to pursue consolidation of the allowable residential density for all of the three parcels, onto parcel 20999, which is the easternmost lot with access from Bender Road. William Sparks, agent for the property owner, provided testimony that indicated the reasons to pursue annexation include the ability to consolidate residential density and gain access to City utilities and services.

Five members of the public provided testimony. The public testimony included questions on the presence of critical areas, impacts to irrigation, access from Pioneer Road, and City development standards. The public testimony that was provided indicated general support for the applicant's intention to consolidate residential density onto parcel 20999, and to have access to the future development of the proposed annexation area be provided from Bender Road.

Upon completion of the public hearing, the Planning Commission recommended City Council adopt an annexation ordinance for the subject parcels. However, the Commission also recommended that Council include three conditions in the proposed annexation as follows:

1. Residential density allowed on parcel 322733 be transferred to parcel 20999;
2. Residential density allowed on parcel 20998 be transferred to parcel 20999; and
3. Only one home be allowed access from Pioneer Road through parcel 322733.

On June 3, 2019 City Council held a public hearing on the annexation proposal and conducted first reading of the ordinance. During this meeting staff advised Council that the Planning Commission recommendations are development-related conditions, which should not be included as part of the City Council’s consideration of the Petition for Annexation. City Council’s decision on an annexation petition is limited to consideration of factors such as whether the proposed area to be annexed is geographically appropriate, consistent with the City’s comprehensive plan, assigned appropriate zoning, and whether the annexation area should assume a proportional share of existing City indebtedness. Upon completion of the public hearing, City Council approved the annexation request and conducted first reading of the ordinance.

On July 3, 2019 the City received a request from William Sparks to delay second reading of the annexation ordinance in order to pursue a pre-annexation development agreement with the City for the three parcels under consideration for annexation (Exhibit 2). Upon receipt of Mr. Sparks’ request, the City and the applicant began negotiating a pre-annexation development agreement.

**ANALYSIS:** The purpose of the pre-annexation development agreement is to provide assurances to the property owner and the City regarding future development of the property once it is annexed into the City. The agreement is valid for a period of five
years from the date it takes effect. The pre-annexation agreement includes establishment of Residential-Suburban (R-S) zoning and recognition of Airport Overlay Zones 3 and 6 that further restrict the residential density allowed on each of the three parcels.

The agreement includes an allowance to consolidate the residential densities of parcels 322733, 20998, and 20999 onto parcel 20999 with a perpetual restrictive covenant on the titles of parcels 20998 and 322733 limiting the residential density to one unit for each parcel. The agreement includes assurance that the density consolidation and subsequent development of parcel 20999 will not require roadway and utility extensions through parcels 322733 and 20998. The agreement includes a requirement for the establishment of a City roadway and utility easement to preserve a future east/west road corridor from Pioneer Road to the future north/south street in parcel 20999. Consistent with Chapter 15.420 of Ellensburg City Code, the agreement includes an allowance for a block length of greater than 660 feet but no greater than 1,000 feet on the eastern side of the development of parcel 20999.

The agreement also includes reference to further development necessitating connection to City utilities. City utilities are in close proximity to the proposed annexation area and would be available to service the parcels should the annexation request be approved. Further development may trigger improvements consistent with Public Works Development Standards. Upon annexation, further development would be required to meet Ellensburg Land Development Code standards and fire code requirements.

**FINANCIAL IMPACT:** No financial impact estimate at this time.

**RECOMMENDED ACTION:** Approve the Pre-Annexation Development Agreement between the City of Ellensburg and CWH LLC for Parcels 322733, 20998, and 20999

**EXHIBITS:**

1. Map of pre-annexation development agreement area
2. July 3, 2019 William Sparks Letter to City of Ellensburg
3. Order Confirmation – Legal Advertisement for December 16, 2019 City Council public hearing

**Attachments:**

Pre-Annexation Development Agreement
EXHIBIT 1

Urban Growth Area (UGA)
City Limits
Proposed annexation area

Zoning Districts
Residential Suburban (R-S)

Airport Overlay Zones
2
3
4
6

[Diagram with Urban Growth Area (UGA), City Limits, Proposed annexation area, Zoning Districts (Residential Suburban), and Airport Overlay Zones (2, 3, 4, 6)]
City of Ellensburg
Community Development
Attn: Kirsten and Angela

Good morning Kirsten and Angela

After reading the response from Terry referencing the ECC and RCW relating to a pre annexation agreement I would like to delay the second reading of the annexation ordinance scheduled for the next City Council meeting and would like to move forward with a pre annexation development agreement. My main concern is addressed in this section of RCW 36.70B.170:

Findings—Intent—1995 c 347 §§ 502-506: "The legislature finds that the lack of certainty in the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. **Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic costs of development.** Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements."

Also I would like to initiate the process for the pre annexation development agreement. I look to you for direction as to how to proceed. It seems we have covered a lot of the conceptual concepts for the development of the property in our meetings to date. So ready to move forward.

Thank you for your help.

Bill Sparks
509-674-8159
CWH,LLC
P.O. Box 490
Cle Elum, Wa. 98922
EXHIBIT 3
DAILY RECORD/KITTITAS PUB
C/O IDAHO STATE JOURNAL RECEIVABLES
PO BOX 1570
POCATELLO ID 83204
(509)925-1414
Fax (509)925-5696

ORDER CONFIRMATION

Salesperson: MEGAN WOODRUFF

Acct #: 25813

COMMUNITY DEVELOPMENT
CITY OF ELLENSBURG
501 N. ANDERSON
ELLENSBURG WA 98926

Contact:
Phone: (509)962-7231
Fax#: (509)925-5696
Email:
Agency:

Ad #: 1971183

Comm: 11/30/2019
Times Ord: 1
Times Run: ***
STD6 2.00 X 9.14
Words: 252
Total STD6 18.28
Class: 0001 LEGAL
Rate: LEG3
Cost: 160.86

Agency:

Client: PUB ZONE
DR A
DRWN LEG3

Ad Descrpt: N/PUB HEARING PRE-ANNEXAT
Given by: ANGELA SAN FILIPPO
P.O. #: P19006/A SAN FILIPPO
Created: mwo18 11/26/19 09:14
Last Changed: mwo18 11/26/19 09:21

Place of license:
POCATELLO ID 83204
(509)925-1414
Fax (509)925-5696

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Quote from Daily Record/Kittitas County Publishing (509) 925-1414
This ad will run as quoted unless cancellation is received. Please contact your sales rep 24 hours prior to first run date to cancel order.

Name (print or type) __________________________ Name (signature) __________________________

(CONTINUED ON NEXT PAGE)
NOTICE OF A PUBLIC HEARING
PRE-ANNEXATION AGREEMENT

NOTICE IS HEREBY GIVEN that the Ellensburg City Council will hold an open record public hearing on Monday, December 16, 2019 at 7:00 pm in City Council Chambers, 501 North Anderson Street, to consider a pre-annexation agreement between William Sparks, agent for owner CWH LLC, and the City of Ellensburg. The pre-annexation agreement includes parcel numbers 322733, 20998, and 20999. The pre-annexation agreement and related documents are available for review at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg.

Anyone wishing to receive a copy of the pre-annexation agreement is invited to call (509) 925-9653 or visit the Community Development Department.

Project Location: The parcels are located north of West Bender Road, Ellensburg, WA 98926. Kittitas County Assessor's Parcel Numbers 322733, 20998, and 20999.

NOTICE IS FURTHER GIVEN that all persons interested may appear at such time and place and be heard for or against the matter, or written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email: sanfilippo@ellensburg.wa.us

To be considered during the public hearing, written comments must be submitted by 5:00 pm on Monday, December 16, 2019.

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor - City Hall).

PUBLISH: Daily Record: November 30, 2019
PRE-ANNEXATION DEVELOPMENT AGREEMENT

CITY OF ELLENSBURG
AND
CWH LLC

THIS PRE-ANNEXATION DEVELOPMENT AGREEMENT (hereinafter the “Agreement”) is entered into this ___ day of ____________, 2019 (“Effective Date”), by and between CWH, LLC, a Washington limited liability company (“CWH”), and the CITY OF ELLENSBURG, a Washington municipal corporation (the “City”) in connection with the real property described herein (hereinafter referred to as the “Property”), and development of the Property by CWH, its successors and assigns (hereinafter referred to as the “Project”) for purposes and on the terms set forth herein. The City and CWH are collectively referred to as the “Parties.”

RECITALS

WHEREAS, The State Legislature has specifically authorized the negotiation and execution of Development Agreements, pursuant to RCW 36.70B.170 – 210, where appropriate to provide additional land use approval and mitigation certainty, especially for larger-scale developments intended to be constructed as a unified whole, but over a period of several to many years. These agreements may be executed before or after annexation has occurred; and

WHEREAS, CWH owns the Property legally described in Exhibit A, attached hereto; and consists of parcels 322733, 20998, and 20999, which are located in Kittitas County, Washington, on the north side of Bender Road, generally east of Pioneer Road, west of Water Street, and south of Bowers Road; and

WHEREAS, the easternmost parcel of the Property is bordered by City limits on the east and south side. The incorporated parcel on the east side of the proposed annexation area is bordered by unincorporated land to the north, west, and remainder of the south and east sides. The unincorporated areas bordering the proposed annexation area are zoned by Kittitas County as Urban Residential; and

WHEREAS, the two westernmost parcels of the Property (322733 and 20998) are located entirely within Airport Overlay Zone 3, which restricts the density to a maximum of one dwelling unit per acre; and

WHEREAS, the easternmost parcel of the Property (20999) is primarily in Airport Overlay Zone 3, with the southeast corner in Airport Overlay Zone 6. Airport Overlay Zone 6 restricts the average density to three dwelling units per acre and has a minimum lot size of 7,000 square feet; and

WHEREAS, CWH intends to pursue consolidation of all but two residential units of the allowable residential density for all three parcels in the Property into just one parcel, 20999, which is the easternmost lot with access from Bender Road, to create through the subdivision Development Agreement between the City of Ellensburg and CWH, LLC - Page 1 of 16
process a maximum density to be determined by a professional land survey of the property that includes the airport overlay zones; and

WHEREAS, this consolidation is allowed pursuant to Chapter 15.380 ECC, ECC 15.350.040 and .050, and RCW 36.70B.170(2)(a)-(j) and WAC 365-196-845(17)(c)(i)-(x); and

WHEREAS, this consolidation is approved by the Washington State Department of Transportation; said approval is attached as Exhibit B; and

WHEREAS, the Property is not currently serviced by City utilities, nor does the Property have a Utility Extension Agreement; and

WHEREAS, the consolidation of the residential densities of all three parcels allows for easier access to City utilities and services; and

WHEREAS, the consolidation of the allowable residential density of all three parcels is consistent with the City’s comprehensive plan land use, capital facility, and housing goals and policies for compact urban growth, consideration of regulation and procedure impacts on housing costs, and efficient provision of services; and

WHEREAS, Kittitas County zoning of the subject property is Urban Residential and the City of Ellensburg Comprehensive Plan presently designates the property as Residential Neighborhood and the June 3, 2019 City Community Development Department’s Council Agenda Report recommends the Property be zoned Residential-Suburban upon annexation into the City; and

WHEREAS, on or about January 22, 2019, the City received a Notice of Intent to Commence Annexation Proceedings pursuant to RCW 35A.14.120 with respect to the Property. On February 19, 2019, the City Council accepted the proposed annexation as geographically proposed in the Notice of Intent; and

WHEREAS, on or about February 26, 2019, the Assessor determined the petition for annexation sufficient with regard to legal description and corresponding owner of record; and

WHEREAS, as set forth in these Recitals and other adopted Findings, the City has determined that the terms and conditions set forth herein will serve a public purpose and will promote the health, safety, prosperity, and general welfare of the citizens of the City; and

WHEREAS, CWH is willing to enter into the following Agreement, in conjunction with annexation of the Property in question by the City; and

WHEREAS, the Agreement is to be consistent with all development regulations adopted by the City of Ellensburg and Kittitas County;

NOW, THEREFORE, in consideration of the above-representations, and the covenants and conditions set forth herein, the City and CWH agree as follows:
AGREEMENT

1. Effective Date and Duration of Agreement

1.1. This Agreement shall take effect immediately upon its adoption by the City Council and execution by all parties on __________, provided that the time periods specified in this Agreement shall be tolled pending any appeals of the City's land use decisions necessary to commence development and pending any delays in receipt of approvals or appeals of any state or federal approvals necessary to commence development.

1.2. Subject to the potential default and/or termination provisions of Section 5 below, this Agreement shall be valid for a period of five (5) years from the date it takes effect, with a one-time option to extend the Agreement for a maximum of five (5) additional years, in accordance with Ellensburg City Code (“ECC”) 15.380.050(C). At the end of that period, the Property shall be subject to all policies, plans, rules, and regulations in effect for the City generally, whether they have been adopted since the effective date of this Agreement or not, and nothing shall prevent the City from adopting whatever subsequent policies, plans, rules, or regulations it deems are in the public interest for the City of Ellensburg as a whole.

2. Description of Approved Development and Zoning

2.1. Rezoning. By execution of this Agreement, the City warrants that upon annexation into the City, the Property shall cease being zoned by Kittitas County as Urban Residential. Instead, the Property shall be zoned consistent with the City Community Development Department’s June 3, 2019 Agenda Report, which recommends the Property be zoned for Residential-Suburban use.

2.2. Airport Overlay Zones. Parcels 322733 and 20998 are located within the City’s Airport Overlay Zone 3, which allows an average maximum density of one dwelling unit per acre. Parcel 20999 is also mostly located in Airport Overlay Zone 3, with the exception of the southeast corner of the parcel, which is located in Airport Overlay Zone 6, which allows an average maximum density of three dwelling units per acre.

2.3. Residential Density Consolidation. By execution of this Agreement, the City warrants that upon annexation into the City, the allowable residential densities of parcels 322733, 20998, and 20999 shall be consolidated into parcel 20999. The maximum number of residential dwelling units on Parcel 20999 following consolidation shall be determined by a professional land survey that includes the airport overlay zones. Within thirty (30) days of CWH submitting a development application for Parcel 20999, it shall record with the Kittitas County Auditor’s Office perpetual restrictive covenants, binding on all heirs and successors in interest, on titles for Parcels 20998 and 322733 limiting density to one unit for each parcel.
2.4. Utilities and Public Improvements. By execution this Agreement, CWH warrants that upon annexation into the City, further development will necessitate connection to City utilities. CWH shall bear the cost of connection to necessary City utilities and any fees derived therefrom. CWH warrants that further development may also trigger improvements consistent with the City's Public Works Development Standards. CWH shall comply with, and bear the cost for, all Public Works Development Standards that may be triggered by further development of the Property. With the density transfer from Parcels 322733 and 20998 to Parcel 20999, roadway and utility main extensions through Parcels 322733 and 20998 will not be required. However, at time of density transfer and platting, an exclusive and perpetual roadway and utility easement shall be granted to the City to preserve a future east/west road corridor from Pioneer Road to the future north/south street in parcel 20999. The easement width shall be consistent with the Local Access street widths as proscribed in the Public Works Development Standards.

2.5. Pursuant to Chapter 15.420 of the Ellensburg City Code, the City agrees to allow for a block length greater than 660 feet but no greater than 1,000 feet on the eastern side of the development of Parcel 20999.

3. Vesting

3.1. The Property shall vest to all future City reviews and approvals, per Chapter 57.18 RCW, necessary to construct the Project and shall be subject to the Applicable Law as of the effective date of this Agreement, with the following exceptions:

3.1.1. All Property development shall be subject to all regulations and development standards in the Ellensburg City Code (including, but not limited to, Building Codes, Fire Codes, and Electrical Codes) in effect on the date a complete application for the particular construction or building permit(s) is submitted to the City.

3.1.2. Other laws, rules, or regulations deemed by the City as necessary to impose as the only reasonable method to address a public health or safety concern.

3.1.3. Any additional rules, requirements, or mitigation measures determined reasonably necessary to avoid a decision by a state or federal administrative agency, or a court of competent jurisdiction, that the City unlawfully failed to comply with any state or federal laws or regulations in approving subsequent development or construction permits.

3.1.4. Any requirement or new regulation which the City reasonably believes in good faith is necessary to avoid a decision by a state or federal administrative agency, or a court of competent jurisdiction, that the City's eligibility for funding, grants, program eligibility, or other resources sought by the City would be impaired (for example, if approval of any portion of the development would result in higher premium rates to the City or its property owners).
3.2. The City’s ability to impose new requirements or modifications pursuant to the provisions of Subsection 3.1 above shall be limited to the minimum necessary to avoid consequence or address the requirement described in each Subsection. The City further agrees to advise and consult with CWH when the City believes any such circumstances arise.

3.3. This Section and this Agreement are intended to implement the vesting provisions of RCW 36.70B.170-180, and nothing herein is intended to address or in any way modify other existing state or federal rules or court decisions regarding vested rights under laws adopted by jurisdictions other than the City, including state or federal laws or regulations.

4. Transfers of Obligation

4.1. CWH shall have the right to assign or transfer all or any portion of its interests, rights, obligations, or responsibilities under this Agreement to third parties acquiring an interest in all or any portion of the Property, subject to the requirements for City consent described in this section

4.2. Transfers Not Requiring City Consent. CWH may enter into a transfer agreement to transfer or assign all or any portion of CWH’s interests, rights, obligations, and responsibilities under this Agreement and to release CWH from its obligation and responsibilities without obtaining written consent from the City if such transfer relates to the transfer of:

4.2.1. Any single family residential parcel conveyed to a purchaser;

4.2.2. Any single condominium, time-share, or fractionally-owned unit conveyed to a purchaser;

4.2.3. Any property that has been established as a separate legal parcel, but only to the extent that CWH may transfer without City consent those obligations and responsibilities that can be fulfilled exclusively within the boundaries of, and by the development upon, the parcel or parcels being transferred (the “Parcel Obligations”). Parcel Obligations include, by way of illustration only and without limitation, such items as individual lot landscaping or buffering requirements, building setback, height or design requirements, wood-burning stove prohibitions, and such access and infrastructure improvements to be constructed solely within the boundaries of the parcel and intended to serve only the building(s) or uses located within that parcel. As a condition of this type of transfer, CWH shall remain responsible for all obligations and responsibilities pursuant to this Agreement other than the Parcel Obligations.

4.3. Transfers Requiring City Consent.
4.3.1. All other transfers of any of the rights, responsibilities, and obligations of CWH that propose to release CWH from its obligations and responsibilities pursuant to this Agreement shall not take effect unless and until CWH has obtained written consent from the City. The City’s consent shall not be unreasonably withheld, conditioned, or delayed.

4.3.2. Such proposed transfers may release CWH from obligations under this Agreement that pertain to that portion of the Property being transferred, provided that the transferee expressly assumes such obligations and responsibilities.

4.3.3. A Notice of the proposed transfer agreement, including the provisions regarding assumption of CWH’s obligations, shall be provided to the City in the matter set forth in Subsection 6.6 below at least sixty (60) days in advance of the proposed date of transfer. Failure of the City to respond within forty-five (45) days after the date the notice is received by the City shall be deemed to be the City’s approval of the transfer in question.

4.3.4. The City may refuse to give its consent to a transfer only if there is a material reason for such refusal. A material reason includes, without limitation, the transferee’s failure to perform under a similar Development Agreement or a failure to demonstrate adequate financial capability to perform the obligations proposed to be transferred.

4.3.5. The City shall be entitled to contract, at CWH’s expense, with third parties to assist with a reasonable due diligence review of a proposed transfer agreement. City determinations shall be made by the City Council and are appealable to the Superior Court, consistent with other decisions of the City Council.

5. Default and Termination

5.1. No party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. The provisions of the Subsection notwithstanding, the City shall retain the authority to require immediate cure of any default that the City determines constitutes an immediate threat to public health or safety.

5.2. A party not in default under this Agreement shall have all rights and remedies provided by law or equity including, without limitation, damages, specific performance, or writs to compel performance or require action consistent with this Agreement. The City shall further have the right to withhold or withdraw development, construction, and/or
occupancy approvals for all or any portion of the Project as determined necessary by the City to ensure cure of the default.

5.3. In recognition of the anticipated transfers of one or more parcels within the Property to other entities pursuant to the provisions for the transfers of obligations described in Section 4, the parties agree to pursue relief for default as much as is feasible only against those portions of the Property and against only those parcel owners to which the default applies.

5.4. The City shall have no liability to any person or party for any damages, costs, or attorneys' fees under this Section so long as the City exercises reasonable and good faith judgment in seeking remedies against appropriate parties or portions of the Property.

5.5. Termination

5.5.1. CWH shall have the right, at its sole option, to elect to terminate this Agreement by giving the City six (6) months' written notice of its intent to do so, provided such notice includes CWH's intent to abandon development of the Property pursuant to this Agreement and its commitment to pay the City for any post-termination obligations as described in this Agreement. Any proposal to simply revise or to restart Residential-Suburban Zoning review of the Property shall be processed as an amendment, rather than through termination. Termination shall take effect six months after the City's receipt of CWH's notice of termination. If termination occurs following annexation, the Property shall retain Residential-Suburban Zoning in the City, but shall require a new Residential-Suburban Zoning subdivision review and approval prior to any additional development to the Property.

5.5.2. The City shall have the right to terminate this Agreement only if the Property is not annexed to the City within one year, as may be tolled under Subsection 1.1, from the effective date of this Agreement, or CWH defaults on its obligations pursuant to this Agreement, if the City follows the notice of default requirements in Subsection 5.1, and CWH fails to cure the default within the time periods specified in this Agreement. The City is entitled to withhold development, construction, and/or occupancy approvals until the default issue is resolved.

5.6. In the event this Agreement is terminated, CWH shall be obligated to reimburse the City for all its expenses reasonably incurred in an effort to restore the City to its pre-CWH fiscal condition, as are specified in this Agreement. To the extent possible, the Parties agree to first rely on cost reimbursement mechanisms, such as utility connection charges or latecomer's payments, as security for any post-termination obligations. CWH's post-termination obligations shall be either paid in cash to the City, or, if the obligations are to be incurred over time, may be secured through a set-aside account, a letter of credit or some other security in a form acceptable by the City. Any proposal to pay these obligations other than in cash upon termination must be agreed to by the City in writing, prior to the effective date of the termination.

6.1. PARTIES AND AUTHORITY. The signatories below to this Agreement represent that they have the full authority of their respective entities to commit to all of the terms of this Agreement, to perform the obligations hereunder, and to execute the same.

6.2. VOLUNTARY AGREEMENT. The Parties intend and acknowledge that this Agreement is a voluntary contract binding upon the Parties hereto, as well as their successors and assigns. The Parties recognize that the financial obligations undertaken by CWH are voluntary, and CWH acknowledges that it is fully aware that the City has relied on CWH's recitals and commitments contained in this Agreement in making the land use and development decisions contained in this Agreement. CWH acknowledges that it is entering into this Agreement knowingly and voluntarily in consideration of the benefits to be derived therefrom. CWH waives and disclaims for itself and its successors and assigns any right of claim for refund or modification of the mitigations, whether based on constitutional or statutory grounds, unless such are subsequently changed by agreement of the Parties pursuant to the provisions for monitoring and revised mitigation described in this Agreement.

6.3. AMENDMENT. This Agreement shall only be amended in writing, signed by all Parties to this initial Agreement and only after approval by the Ellensburg City Council.

6.4. ENTIRE AGREEMENT. This document contains the entire agreement between the Parties with respect to the subject matter of the Agreement.

6.5. UNCONTROLLABLE CIRCUMSTANCES. Neither Party shall be deemed to be in default where delays in performance or failures to perform are due to war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, or other restrictions or bases for excused performance which is not within the reasonable control of the Party to be excused, provided that any such cause that excuses one Party from performing its obligations pursuant to this Agreement shall similarly be cause for the other Party to not perform its corresponding obligations pursuant to this Agreement.

6.6. CORRESPONDENCE AND NOTICE. All notices or communications required by this Agreement must be in writing, and may either be delivered personally, or by certified mail, or by express delivery service, return receipt requested. Such notices or communications shall be deemed to be received upon the delivery date indicated on the return receipt. Any Party may, by giving ten (10) days’ written notice to the other Party, designate any other address to substitute for the address contained in this Agreement, either for a particular duration or permanently. Such notices and communications shall be given to the Parties at their addresses set forth below:

To the City:
6.7. APPLICABLE LAW AND VENUE.

6.7.1. This Agreement is entered into under the laws of the State of Washington, and the Parties intend that Washington law shall apply to interpretation of this Agreement.

6.7.2. Venue and jurisdiction to enforce all obligations under this Agreement shall lie in the Kittitas County Superior Court.

6.8. SEVERABILITY

6.8.1. If any term or provision of this Agreement, or its applicability to a particular situation, is found to be invalid, void or unenforceable by a court of competent jurisdiction, and if such cause of action was brought by someone who was not a party to this Agreement, then the remaining provisions of this Agreement or its applications to other situations shall continue in full force and effect. Provided, however, if the provision found invalid, void, or unenforceable is a material provision of this Agreement, necessary to accomplish its purpose and intent, this Agreement shall be terminated, unless the Parties negotiate and execute an amendment to this Agreement that addresses the material invalid, void, or unenforceable provision in a manner that responds to the Court’s decision and is consistent with the intent of this Agreement. The Parties agree to negotiate in good faith to agree on such amendment.

6.8.2. If the action which results in a court finding any provision of this Agreement to be invalid, void, or unenforceable is brought by CWH or its successors or assigns, then this Agreement shall be deemed to be terminated and the termination provisions of Section 5, including the post-termination obligations, shall apply.

6.9. NO THIRD PARTY BENEFICIARY. Except as expressly provided for, nothing in this Agreement is intended to create any third party beneficiary relationships.
6.10. NO JOINT VENTURE. Nothing in this Agreement is intended to create any type of joint venture relationship between the Parties as to the Property or its development.

6.11. ATTORNEY FEES AND COSTS. In any judicial action to enforce or determine a party’s rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys’ fees and costs, including fees and costs incurred in the appeal of any ruling of a lower court.

6.12. MUTUAL DRAFTING AND CONSTRUCTION. The Parties agree that both Parties participated fully in the negotiation and drafting of this Agreement and the rules of construction of ambiguities against the drafter shall not apply to either Party.

6.13. BINDING ON SUCCESSORS AND RECORDING. This Agreement shall run with the land and be binding upon and insure to the benefit of the Parties, their respective heirs, successors, and assigns, subject to the provisions for transfers of obligations described in Section 4 above. A memorandum of this Agreement shall be recorded by CWH against the Property with the Kittitas County Auditor. A complete copy of this Agreement shall be kept at Ellensburg City Hall and made available to anyone requesting review or a copy.

6.14. COVENANTS NOT INCONSISTENT WITH CONDITIONS OF APPROVAL AND THIS AGREEMENT. CWH shall have the right to record such additional covenants, conditions, and restrictions ("CC&R’s") against all or any portion of the Property, provided that those CC&R’s are not inconsistent with this Agreement. At least sixty (60) days prior to recording any such CC&R’s, CWH shall provide the City Attorney with a copy of the CC&R’s proposed to be recorded for the City Attorney to review for consistency with this Agreement. The City Attorney shall review the CC&R’s and provide CWH with any objections, in writing, within thirty (30) days after receipt of the CC&R’s. The CC&R’s shall not be recorded by CWH until after receipt of the City Attorney's approval. The proposed CC&R’s shall not require any public review or comment prior to recording.

6.15. SECURITY FOR PERFORMANCE. When the City deems reasonably necessary, CWH shall provide to the City reasonable and adequate security or financial assurances that CWH, or its successors and assigns, can and will perform all of CWH’s obligations pursuant to this Agreement that are to be fulfilled after the City has taken a permitting action or issued an approval including by way of illustration only, obligations to construct improvements, pay mitigation, or fulfill post-termination obligations. Such financial assurances may include, by way of illustration only, adopted reimbursement mechanisms, bonds, letters of credit, set-aside bank accounts, or other comparable financial assets. If CWH does not or cannot provide financial assurances to the City as provided by this Section without need to resort to litigation or other extraordinary enforcement obligations, then the Parties agree that the City may record a Notice of Lien Claim against such part of the Property as is still owned by CWH. The lien shall encumber such part of the Property as is still owned by CWH until paid and may be
foreclosed upon in accordance with the general lien foreclosure laws then in effect in the State of Washington. The foreclosure amount shall include the cost of filing the lien, attorney’s fees, and such other fees and costs as may be necessary to enforce the lien and collect the amount due.

6.16. INDEMNIFICATION

6.16.1. General Indemnification. Each party shall protect, defend, indemnify, and hold harmless the other party and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever ("claims"), which are caused by or result from any negligent act or omission of the party’s own officers, agents, and employees in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim is brought against a party, the party whose negligent action or omissions gave rise to the claim shall defend the other party at the indemnifying party’s sole cost and expense, provided that each party shall retain the right to select its own counsel for such defense. If final judgment be rendered against the other party and its officers, agents, and employees, the party whose action or omissions gave rise to the claim shall satisfy the same. In the event of concurrent negligence, each party shall indemnify and hold the other party harmless only to the extent of that party’s negligence. The indemnification to the City hereunder shall be for the benefit of the City as an entity, and not for members of the general public.

6.16.2. Additional Indemnification. If any person or entity brings suit or counterclaim against the City challenging the provisions of or the City’s authority to enter into this Agreement and/or seeking recovery of any monies paid pursuant to this Agreement, then CWH agrees to indemnify, defend, and hold the City harmless from any judgment and shall pay for the City’s (and its officers’ agents’, employees’, and contractors’) costs of suit, pre- or post-judgment interest, consequential damages, and reasonable attorneys’ fees, expert witness fees, staff time, consultants’ fees, and all other directly related out-of-pocket expenses, and reimbursement of any monies paid pursuant to this Agreement. The City shall retain the right to select its own counsel. The provisions of this indemnification shall survive the expiration or termination of this Agreement.

Dated as of the day and year first above written.

CITY OF ELLENSBURG

By ____________________ ________________________
Bruce Tabb, Mayor City Clerk

Date: ____________________

Development Agreement between the City of Ellensburg and CWH, LLC - Page 11 of 16
Approved as to form:

Terry Weiner
City Attorney

CWH, LLC.

By ____________________________

Date: __________________________

This is to certify that, on this ___ day of December, 2019, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared WILLIAM SPARKS, to me known to be the agent for property owner CWH LLC, and acknowledged that he executed the within and foregoing instrument on behalf of CWH LLC for the uses and purposes mentioned in the instrument, and on oath stated that he was authorized to execute said instrument.

DATED this ____ day of December, 2019.

________________________________________
Printed Name: ____________________________

Notary Public in and for the State of Washington

My Commission expires: ____________________
EXHIBIT A

Legal description of parcels 322733, 20998, and 20999:

Parcels B, C, and D of that certain Survey as recorded August 26, 2004, in Book 30 of Surveys, page 129, under Auditor’s File No. 200408260006, records of Kittitas County, Washington; being a portion of the Northwest Quarter of Section 26, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington; also being a portion of Lot 10, MEADOW VIEW NO. 2, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 5 of Plats, page 15, records of said County.
Hi Angela,

If the city were to leave the zones where they are it is still up to the city on what development they would allow in that area. I have no concern where the city has the zones laid out, and urban development in that portion of the zone will not hamper the airport operations. If it were to move into my zone 3 that I depicted, then I would like to discuss further.

Regards,

Patrick

Patrick Wright
WSDOT Aviation Division
(Work) 360-709-8019
(Cell) 360-742-4850

Hi Angela,

Thank you, that is really helpful information for the City to have, I will definitely follow-up on your recommendation. However, if the City were to leave the Airport Zone 3 boundaries as they are do you think there are issues with the proposal as described in my original email?

Thanks again for all your help,

Angela

Hi Angela,

I did a quick evaluation on your Zone 3 and it seems really large. For this type runway the pie should start 2000' from the end of the runway and run 20 degrees for 6000 feet out either side of the center line. I have provided a depiction on the map you provided me.
This is our recommendations to you and you can tweak as needed, but I would go any smaller. If you go with my recommendation then there shouldn’t be any issues with the property.

Thoughts

Patrick

Patrick Wright
WSDOT Aviation Division
(Work) 360-709-8019
(Cell) 360-742-4850

From: Angela San Filippo <sanfilippoa@ci.ellensburg.wa.us>
Sent: Monday, March 25, 2019 3:19 PM
To: Wright, Patrick <WrightP@wsdot.wa.gov>
Subject: City of Ellensburg - Airport Overlay Questions

Patrick,

Thank you for responding to my voicemail. In follow-up to our conversation this morning, I attached a map of the area in question. The property owner of the three parcels outlined in light blue is petitioning to be annexed into the City of Ellensburg. While these parcels are currently under the jurisdiction of Kittitas County, upon annexation the three parcels would be subject to City zoning and other land use regulations. The parcels are primarily in Airport Overlay Zone 3 which restricts residential density to one dwelling unit per acre (there is a small portion of parcel 20999 in Airport Overlay Zone 6).

The property owner has asked if they could consolidate the allowable density on all three parcels onto the easternmost parcel (parcel 20999). This would enable easier and more economical connection to City utilities as well as generally more cost effective development of the property. The total acreage of the parcels is as follows: parcel 322733 = 12.87 acres; 20998 = 12.03 acres; and 20999 = 19.61 acres.

Ellensburg City Code Chapter 15.350 uses the term “average residential density” in the development requirements and restrictions for Airport Overlay Zone 3. I am hoping that you can provide an opinion on whether or not the proposal to consolidate the density from all three parcels onto parcel 20999 would achieve the intention of “average residential density” in the Airport Overlay zone.

Should this proposal move forward, the City is considering whether or not a public park would be able to be developed on the parcels that no longer have allowable residential density. Consistent with WSDOT’s Airports and Compatible Land Use Volume 1, Ellensburg City Code does not allow play fields in Airport Overlay Zone 3. It is my understanding from our conversation this morning that the term play field is meant to restrict large gatherings of people in areas such as an athletic field, or stadium. Further, this would not restrict the development of a public park that does not have facilities for large congregations of people.

Please let me know if you need any further clarification or have follow-up questions. Thank you again for your time and I look forward to hearing your thoughts.

Best,

Angela
Zoning Designations
- Residential-Suburban (R-S)
- Residential-Low (R-L)
- Residential Medium (R-M)
- Residential High (R-H)
- Residential Office (R-O)
- Planned Unit Development (PUD)
- Commercial Neighborhood (C-N)
- Commercial Highway (C-H)
- Manufactured Home Park (MHP)
- Public Reserve (PR)
- Unincorporated

Airport Overlay
1
2
3
4
5
6

0 0.25 0.5 Miles
BACKGROUND/SUMMARY: City Council held a public hearing on June 3, 2019 to consider a Petition for Annexation, P19-006, submitted by William Sparks, agent for property owner CWH LLC, to consider annexation of parcels 322733, 20998, and 20999. The three parcels proposed for annexation are located on the north side of Bender Road, generally east of Pioneer Road, west of Water Street, and south of Bowers Road. A map of the parcels proposed to be annexed is attached to the ordinance as Exhibit A. The annexation request was approved at the conclusion of the hearing and was immediately followed by first reading of Ordinance 4828.

On July 3, 2019 the City received a letter from William Sparks requesting the delay of second reading of the ordinance adopting the annexation in order to pursue a pre-annexation development agreement with the City. Upon receipt of Mr. Sparks’ letter the City began negotiating the terms of a pre-annexation development agreement with Mr. Sparks. City Council held a public hearing on the pre-annexation development agreement on December 16, 2019.

PREVIOUS COUNCIL ACTION: On June 3, 2019 City Council approved first reading of Ordinance 4828.

ANALYSIS: Once the parcels are annexed, further development will necessitate connection to City utilities. City utilities are in close proximity to the proposed annexation area and would be available to service the parcels. Further development may trigger improvements consistent with Public Works Development Standards and would be
required to meet Ellensburg City Land Development Code standards and fire code requirements. The terms and conditions for development of the parcels are set forth in the pre-annexation development agreement which was considered by the City Council earlier on December 16. Ordinance 4848 has therefore been updated in new Section 5 to reflect the agreement.

Upon annexation, the parcels will be assigned Residential-Suburban (R-S) zoning, which is consistent with the Comprehensive Plan and the Airport Overlay zone designations. Upon annexation, the parcels will assume a proportion of existing City indebtedness.

**FINANCIAL IMPACT:** No impact at this time.

**RECOMMENDED ACTION OR MOTION:**

1. Hold an open record legislative public hearing
2. Conduct second reading and adoption of Ordinance 4828

**EXHIBITS:**

1. Order Confirmation – Legal Notice for December 16, 2019 City Council Public hearing
2. Affidavit of posting and land use action signs for December 16, 2019 City Council Public hearing
3. 300 foot buffer mailing notification map
4. Notification letter to property owners within 300 feet of annexation area

**Attachments:**

Ordinance 4828
EXHIBIT 1
DAILY RECORD/KITTITAS PUB
C/O IDAHO STATE JOURNAL RECEIVABLES
PO BOX 1570
POCATELLO ID 83204
(509) 925-1414
Fax (509) 925-5696

ORDER CONFIRMATION

Salesperson: MEGAN WOODRUFF
Acct #: 25813
Comm. Devel.: COMMUNITY DEVELOPMENT
CITY OF ELLENSBURG
501 N. ANDERSON
ELLENSBURG WA 98926

Contact:
Phone: (509) 962-7231
Fax#: 
Email: 
Agency: PUB ZONE

Start: 11/30/2019
Stop: 11/30/2019
Times Ord: 1
Times Run: **
STD6 2.00 X 9.39
Words: 273
Total STD6 18.78
Class: 0001 LEGAL
Rate: LEG3
Cost: 165.26
# Affidavits: 1

Ad #: 1970955
Ad Descrpt: N/PUB HEARING ANNEXATION
Given by: ANGELA SAN FILIPPO
P.O. #: P19006/A SAN FILIPPO
Created: mwo18 11/25/19 14:58
Last Changed: mwo18 11/25/19 15:04

PUB ZONE EDT TP RUN DATES
DR A 97 S 11/30
DRWN LEG3 97 S 11/30

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the
event of a cancellation before schedule completion, I understand that the
rate charged will be based upon the rate for the number of insertions used.

Quote from Daily Record/Kittitas County Publishing (509) 925-1414
This ad will run as quoted unless cancellation is received. Please contact
your sales rep 24 hours prior to first run date to cancel order.

Name (print or type) ____________________________ Name (signature) ____________________________

(CONTINUED ON NEXT PAGE)
NOTICE OF A PUBLIC HEARING
ANNEXATION REQUEST

NOTICE IS HEREBY GIVEN that the Ellensburg City Council will hold an open record public hearing on Monday, December 16, 2019 at 7:00 pm in City Council Chambers, 501 North Anderson Street, to consider an annexation request (P19-006) submitted by William Sparks, agent for owner CWH LLC. The applicant seeks to annex parcel numbers 322733, 20998, and 20999 into the City of Ellensburg. Consistent with Ellensburg City Code and the Ellensburg Comprehensive Plan, upon annexation the parcel will be zoned Residential-Suburban. The submitted application and related documents are available for review at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg. Anyone wishing to receive a copy of the annexation request is invited to call (509) 925-8653 or visit the Community Development Department.

Project Location: The parcel is located north of West Bender Road, Ellensburg, WA 98926. Kittitas County Assessor's Parcel Numbers 322733, 20998, and 20999.

NOTICE IS FURTHER GIVEN that all persons interested may appear at such time and place and be heard for or against the matter, or written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email: sanfilippo@ci.ellensburg.wa.us.

To be considered during the public hearing, written comments must be submitted by 5:00 pm on Monday, December 16, 2019.

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor - City Hall).
EXHIBIT 2

COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St, Ellensburg WA 98926
Land Use Permitting (509) 962-7231  Construction Permitting (509) 962-7239
Kirsten Sackett, Director
Phone: (509) 962-7232  Fax: (509) 925-8655  E-Mail: sackettk@ci.ellensburg.wa.us

AFFIDAVIT OF POSTING

As per Revised Code of Washington (RCW) 35A.14.130, Ellensburg City Code requires that all public hearings pertaining to annexation requests shall have a notice posted in two publicly accessible places within the territory proposed for annexation. Per ECC 15.220.050, the following shall apply:

1. The posting of a weather-resistant sign posted on the subject property, visible to members of the public who may be passing on nearby public rights-of-way, and free from obstructions.
2. If the project abuts more than one public right-of-way, more than one sign may be required as determined by the responsible official.
3. The responsibility for the posting of the sign shall be upon the project applicant.
4. The signs shall be at least two feet by three feet in size, have a written description of the proposal, include a site drawing which shows the proposed project, have the date listed when comments are due, and where comments are to be mailed.

DATE: November 21, 2019  PLANNER: Angela San Filippo – Long Range Planner
PROJECT NAME: Annexation of parcels into the City of Ellensburg  FILE NUMBER: P19-006

PLEASE COMPLETE THE FOLLOWING:

I, Douglas Stalder, certify that I am the landowner and/or authorized agent responsible for the posting of this land use project site and further certify that the site has been posted as required by Ellensburg City Code. I understand that the posting period begins immediately and ends after the ending of the appeal period on the final decision by the City Council and the sign(s) will be posted at the site until this time. Please post the site and return this form to the Community Development Department in a timely manner.

Signature  Date

Please return the above affidavit and a photograph of the posted sign(s) to Angela San Filippo, Long Range Planner, by email: sanfilippoa@ci.ellensburg.wa.us; Fax 509-962-8653; mail; or deliver to: Community Development Dept., City Hall, 501 N. Anderson St., Ellensburg, WA 98926.
November 26, 2019

RE: Open Record Public Hearing for Annexation request, case # P19-006, submitted by William Sparks

NOTICE IS HEREBY GIVEN that the Ellensburg City Council will hold an open record public hearing on Monday, December 16, 2019 at 7:00 pm in City Council Chambers, 501 North Anderson Street, to consider an annexation request (P19-006) submitted by William Sparks agent for owner, CWH LLC. The applicant seeks to annex parcel numbers 322733, 20998, and 20999 into the City of Ellensburg. Consistent with Ellensburg City Code and the Ellensburg Comprehensive Plan, upon annexation the parcels will be zoned Residential-Suburban. The submitted application and related documents are available for review at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, Washington. Anyone wishing to receive a copy of the annexation request is invited to call (509) 925-8653 or visit the Community Development Department.

Project Location: The parcel is located off of Bender Road, Ellensburg, Washington 98926. Kittitas County Assessor’s Parcel Numbers 322733, 20998, and 20999.

NOTICE IS FURTHER GIVEN that all persons interested may appear at such time and place and be heard for or against the matter, or written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email at
sanfilippoa@ci.ellensburg.wa.us. To be considered during the public hearing, written comments must be submitted by 5:00 pm on Monday, December 16, 2019.

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A “Request for Accommodation” form may be obtained from the City Clerk (First Floor – City Hall).

If you have any questions regarding this matter, please contact me at 509-925-8653 or via the e-mail listed above.

Sincerely,

Angela San Filippo
Long Range Planner
ORDINANCE NO. 4828

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, ANNEXING PARCELS 322733, 20998, and 20999 TO THE CITY OF ELLENSBURG, WASHINGTON, ASSIGNING RESIDENTIAL SUBURBAN ZONING CLASSIFICATION, PROVIDING FOR THE ASSUMPTION OF EXISTING CITY INDEBTEDNESS AND FIXING A TIME WHEN THE SAME SHALL BE EFFECTIVE.

WHEREAS, on January 22, 2019, the City of Ellensburg, Washington received a notice of intention to commence annexation proceedings pursuant to the “direct petition” method of RCW 35A.14.120 for parcels 322733, 20998, and 20999; and

WHEREAS, on February 19, 2019, the City Council of the City of Ellensburg, Washington held a public meeting with the annexation initiators pursuant to RCW 35A.14.120 and determined that the initiators could proceed to acquire a 60% petition for annexation pursuant to RCW 35A.14.120; and

WHEREAS, at its February 19, 2019 public meeting the City Council set the annexation area and further determined that the property subject to annexation would be zoned Residential Suburban, and assume the annexation area’s share of City indebtedness; and

WHEREAS, the owners of not less than 60% in value, according to the assessed valuation for general taxation of the property hereinafter described, signed the petition pursuant to RCW 35A.14.120 for the annexation of said area to the City of Ellensburg, Washington; and

WHEREAS, the petition for annexation was certified as sufficient by the Kittitas County Assessor, on February 26, 2019, having determined that the petition signatures have a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area, in compliance with RCW 35A.01.040; and

WHEREAS, the City provided public notice of the petition for annexation and has provided an opportunity for comment thereon by all interested citizens; and

WHEREAS, on April 11, 2019, pursuant to proper notice given in accordance with RCW 35A.14.130, the Planning Commission conducted a public hearing on the proposed annexation, and following such hearing recommended City Council approve the annexation request and upon annexation recommended the property be zoned Residential-Suburban; and

WHEREAS, on June 3 and December 16, 2019, pursuant to proper notice given in accordance with RCW 35A.14.130, the City Council received and reviewed all of the documentation associated with this annexation proposal, conducted public hearings on the proposed annexation in accordance with RCW 35A.14.140 and RCW 35A.14.330-.340, and following such hearings determined to effect the annexation of the territory described in Section...
1 of this ordinance, finding that the petition for annexation met the applicable requirements, and that the best interests of the City of Ellensburg, Washington will be served by the annexation and that it is appropriate to good government of the City of Ellensburg, Washington and therefore accepted the petition for annexation pursuant to RCW 35A.14.120 and Chapter 15.360 of the Ellensburg City Code; and

WHEREAS, the annexation applicant, CWH LLC, has entered into a pre-annexation development agreement with the City setting forth the terms and conditions for development of the parcels subject to annexation in this Ordinance; and

WHEREAS, the territory described in Section 1 of this ordinance is contiguous to the City of Ellensburg, Washington and entirely within the City of Ellensburg Urban Growth Area established pursuant to RCW 36.70A.110,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Annexation. The following described parcels and rights-of-ways are hereby annexed to and made a part of the City of Ellensburg, Washington, to wit:

Parcels B, C, and D of that certain Survey as recorded August 26, 2004, in Book 30 of Surveys, page 129, under Auditor’s File No. 200408260006, records of Kittitas County, Washington; being a portion of the Northwest Quarter of Section 26, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington; also being a portion of Lot 10, MEADOW VIEW NO. 2, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 5 of Plats, page 15, records of said County.

Section 2. Assessment and Taxation. All property within the territory so annexed shall be assessed and taxed at the same rate and on the same basis as other property of the City of Ellensburg, Washington is assessed and taxed to pay for any outstanding indebtedness of the City of Ellensburg, Washington as presently adopted or as is hereafter amended.

Section 3. Comprehensive Plan Designation. All property within the territory so annexed shall be subject to and a part of the Comprehensive Plan of the City of Ellensburg, Washington as presently adopted or as is hereinafter amended.

Section 4. Land Use Designation and Zoning. Pursuant to authority of RCW 35A.14.330, all property within the territory so annexed, and as depicted in Exhibit A, attached hereto, shall be hereby zoned as follows: Kittitas County Assessor Parcel Number 322733, 20998, and 20999 shall be zoned Residential Suburban (R-S).

Section 5. Pre-Annexation Development Agreement. This Ordinance is subject to the terms and conditions of that certain pre-annexation development agreement between CWH LLC and the City of Ellensburg, filed with the Kittitas County Auditor as No. ____________.

Ord. 4828 – Annexation of Parcels 322733, 20998, and 20999 – Page 2 of 4 (12/16/19)
Section 6. Transmittal and Filing. The Ellensburg City Clerk is directed to file a certified copy of this ordinance with the Kittitas County Board of County Commissioners.

Section 7. 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 8. 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, sections/subsections numbers and any references thereto.

Section 9. Effective Date. This ordinance shall take effect and be in full force after filing of the pre-annexation development agreement between CWH LLC and the City of Ellensburg or five (5) days after its passage, approval and publication, whichever occurs later.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 16th day of December, 2019.

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. 4828 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4828 was published as required by law.
City Council Meeting Date: December 16, 2019

Submitted by: Angela San Filippo, Long Range Planner

Must Approve: ☒ City Attorney ☒ Finance ☒ City Manager

Additional Approvals: □ Choose Department □ Other Department

Agenda Subject: Resolution to Declare City Property, Parcels 541133, 937033, and 617033, as Surplus for the Public Benefit of Affordable Housing

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopt Resolution □</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Approve contract □</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Approve budget adjustment □</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Approve – other □</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Review Report or Study □</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Direction to staff □</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Discussion only □</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Bid Award □</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Other □ (describe):</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

BACKGROUND/SUMMARY: As of 2018, there are an estimated 19,660 people living in the City of Ellensburg and the City is expected to grow at a rate of 2 percent each year for the next 20 years. To accommodate this level of growth 333 new housing units will need to be built each year. With rental vacancy rates of less than 1 percent, the City is already lacking in housing stock to meet current demands.

One of the best indicators for affordable housing needs is the number of households that are cost burdened. A household is considered to be cost burdened if they spend more than 30 percent of their income on housing and basic utility costs. As of 2018, there is an estimated 964 non-student households that are cost burdened living in Ellensburg. The vast majority of cost burdened households earn less than 80 percent of Area Median Income. Given the strong housing market in Ellensburg and the extremely low vacancy rates, without some form of subsidy the market is not likely to provide housing that is affordable to households earning less than 80 percent of Area Median Income.

The City of Ellensburg recognizes the importance of attainable housing in fostering a healthy and livable community. In order to help address the local housing needs, consistent with the Revised Code of Washington (RCW) 39.33.015, the City of Ellensburg identified two City-owned sites for surplus declaration for the development of affordable housing. With the creation of a City Affordable Housing Commission (AHC) City Council incorporated the two City-owned sites (Bender-Water and Community Garden) into the Request for Proposal (RFP) process administered by the AHC. The AHC issued an RFP for affordable housing development on the Community Garden and Bender-Water properties on August 13, 2019.
The City received two proposals on the Bender-Water property. Based on a recommendation from the AHC, City Council issued an award letter for one of the proposals to build 18 single family homes with the intent to provide homeownership opportunities for qualified households. The City will begin contract negotiations upon receipt of the applicant’s acknowledgement of the funding conditions and declaration of the Bender-Water property as surplus for affordable housing.

The AHC did not receive any proposals on the Community Garden property. However, it is the intention of the AHC to continue to pursue affordable housing development on this property consistent with City Council’s intent to surplus the property to facilitate affordable housing development.

ANALYSIS: The Bender-Water property, parcel 541133, is approximately 3.00 acres located adjacent to Bender Road, north of the Water Street and Bender Road intersection, see Exhibit 1. The parcel is legally described as follows:

That portion of the West Half of the Southwest Quarter of the Northeast Quarter of Section 26, Township 48 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, which is described as follows:

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

EXCEPTING THEREFROM, the right of way of said County Road

The City purchased the property in 2011 for $225,000 with excess arterial street funds that were remaining from sales tax support transfers for the future extension of Water Street. At that time the property included a residence which has since been removed. In November 2019, the City conducted a valuation of the property by comparing the property to the parcel immediately to the west of the subject parcel, parcel number 731133. Based on that comparison, the valuation for the City’s 3.00 acre parcel is $134,108.40 (Exhibit 3).

Upon surplus declaration of the Bender-Water property, the parcel will be transferred for the public benefit purpose of providing affordable housing. The surplus of the subject parcel will facilitate the development of 18 single family homes for households earning no more than 60 percent of Area Median Income. As part of the contractual agreement and transfer of land ownership a restrictive covenant will be required to help ensure the property will be retained as affordable housing consistent with RCW 39.33.015.
The Community Garden property consists of two parcels 937033 and 617033, approximately 0.50 acres, located between Pine and Ruby Streets, north of 1st Avenue. The parcels are legally described as follows:

Parcel 937033: Lots 3 and 4, Block 21, Ellensburg, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 1 of Plats, Page 1, Records of said County.

Parcel 617033: Lot 5, Block 21, Ellensburg, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 1 of Plats, Page 1, Records of said County.

The City purchased the Community Garden property along with another parcel on the southeast corner of 2nd Avenue and Pine Street for $532,000 in 2003 with bond proceeds. The northernmost parcel is used for Hal Holmes Community Center parking and the two southern parcels (Community Garden property) are currently in use as a community garden. In November 2019, the City conducted a valuation of the Community Garden property by comparing the property to two undeveloped parcels (15733 and 337433) within a few blocks of the subject parcels. Based on that comparison, the valuation for the City's 0.50 acre property is $158,188.73 (Exhibit 4).

The surplus declaration of the Community Garden property will assist the AHC in pursuing an affordable housing development proposal for the property. This property is zoned Central-Commercial and has the potential to accommodate approximately 30-60 multifamily residential units.

FINANCIAL IMPACT: Total estimated value of both properties is $292,297.13.

RECOMMENDED ACTION OR MOTION: Adopt Resolution No. 2019-** declaring three parcels as surplus for the purpose of being developed as affordable housing

EXHIBITS:

1. Map of Bender-Water property
2. Map of Community Garden property
3. Valuation of parcel 541133 (113 W. Bender Road)
4. Valuation of parcels 617033 and 937033 (Community Garden property)
5. Order Confirmation – legal notice December 16, 2019 public hearing
6. Notification Map – 500 foot mailing for Bender-Water property
7. Notification letter sent to property owners within 500 feet of Bender-Water property
8. Notification Map – 500 foot mailing for Community Garden property
9. Notification letter sent to property owners within 500 feet of Community Garden property

Attachments:

Resolution 2019-****
EXHIBIT 2

Zoning Districts
- Residential Office (R-0)
- Central Commercial (C-C)
- Central Commercial II (C-C II)
- Public Reserve

Comm Garden property
Urban Growth Area (UGA)
City Limits

937033
617033
Date: Nov. 26, 2019

To: Terry Weiner, Asst. City Manager
Kirsten Sackett, Community Development Director

From: Derek Mayo, City Engineer

Re: Valuation of Parcel #541133 (113 W. Bender Road)

Per your request, the Public Works and Utilities Dept. has completed a valuation of parcel #541133 (113 W. Bender Road), which is currently owned by the City of Ellensburg. The parcel is 3.00 acres in size and has no structures or buildings, as all building were demolished in 2017.

In determining the valuation for this parcel, I utilized the County Assessed value for the parcel immediately to the west of the subject parcel, parcel #731133 (205 W. Bender Road). The 2020 assessor valuation for the land (without any improvements) is $127,850 for the 2.86 acre parcel, which equates to $44,702.80 per acre.

Based on the above per acre assessed valuation of the neighboring property, the valuation for the City’s 3 acres parcel is $134,108.40.
Assessor | Treasurer | Appraisal | MapSifter

Parcel

Parcel:

Owner Name: FLINT, GLENN G
Address: 205 W BENDER RD
City, State: ELLENSBURG WA
Zip: 98926-9406

Description: ACRES 2.86; CD. 8688; SE1/4 NW1/4 TAX NO 1; SEC 26, TWP 18, RGE 18
Comment: RECOMBINE OLD SR SEG PARCEL WITH 18-18-26020-0022, 13 FOR 14

2020 Market Value | 2020 Taxable Value | 2020 Assessment Data

- Land: $127,850
- Improvements: $193,120
- Permanent Crop: $0
- Total: $320,970

- Land: $127,850
- Improvements: $193,120
- Permanent Crop: $0
- Total: $320,970

District: 18 - CIEB SD401 F02
Current Use/DFL: No
Senior/Disability Exemption: No
Total Acres: 2.86000

Ownership

Owner's Name: FLINT, GLENN G
Ownership %: 100%

Sales History

Sale Date | Sales Document | # Parcels | Excise # | Grantor | Grantee | Price
--- | --- | --- | --- | --- | --- | ---
11/12/14 | 2014-2027 | 1 | 2014-2027 | FLINT, JAMES W | FLINT, GLENN G | $0
02/01/98 | 5201 | 2 | 5201 | FLINT, JAMES W. ETUX | FLINT, JAMES W | $0

Building Permits

Permit No. | Date | Description | Amount
--- | --- | --- | ---
2000-045 | 3/27/2000 | RESOB RESOB RADIO TWR | $4,800.00

Historical Valuation Info

<table>
<thead>
<tr>
<th>Year</th>
<th>Billed Owner</th>
<th>Land</th>
<th>Impro</th>
<th>PermCrop Value</th>
<th>Total</th>
<th>Exempt</th>
<th>Taxable</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>FLINT, GLENN G</td>
<td>$127,850</td>
<td>$193,120</td>
<td>$0</td>
<td>$320,970</td>
<td>$0</td>
<td>$320,970</td>
</tr>
<tr>
<td>2019</td>
<td>FLINT, GLENN G</td>
<td>$97,370</td>
<td>$160,600</td>
<td>$0</td>
<td>$257,970</td>
<td>$0</td>
<td>$257,970</td>
</tr>
<tr>
<td>2018</td>
<td>FLINT, GLENN G</td>
<td>$97,370</td>
<td>$149,440</td>
<td>$0</td>
<td>$246,810</td>
<td>$0</td>
<td>$246,810</td>
</tr>
<tr>
<td>2017</td>
<td>FLINT, GLENN G</td>
<td>$90,320</td>
<td>$130,700</td>
<td>$0</td>
<td>$221,020</td>
<td>$0</td>
<td>$221,020</td>
</tr>
<tr>
<td>2016</td>
<td>FLINT, GLENN G</td>
<td>$90,320</td>
<td>$130,700</td>
<td>$0</td>
<td>$221,020</td>
<td>$0</td>
<td>$221,020</td>
</tr>
</tbody>
</table>

View Taxes
Mile Hougardy  
Kittitas County Assessor 205 W 5th Ave Ste 101 Ellensburg WA 98926

Assessor Treasurer Appraisal MapSifter

**Parcel**

<table>
<thead>
<tr>
<th>Parcel:</th>
<th>541133</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOR Code:</td>
<td>67 - Services - Governmental</td>
</tr>
<tr>
<td>Situs:</td>
<td>113 W BENDER RD ELLensburg</td>
</tr>
<tr>
<td>Map Number:</td>
<td>18-1B-26010-0006</td>
</tr>
<tr>
<td>Status:</td>
<td>EXEMPT FULL YEAR</td>
</tr>
<tr>
<td>Description:</td>
<td>ACRES 3.00, CO. 8683; SEC. 26; TWP. 18; RGE. 18; SW 1/4 NE 1/4 TAX NO. 2</td>
</tr>
<tr>
<td>Comment:</td>
<td>TAX STATUS CHANGE FROM TAXABLE TO EXEMPT PER SALE AFF#: 2011-1335 ON 9/8/2011, 10 FOR 11</td>
</tr>
</tbody>
</table>

**2020 Market Value**

<table>
<thead>
<tr>
<th>Land:</th>
<th>Improvements:</th>
<th>Permanent Crop:</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$100</td>
<td>$0</td>
<td>$0</td>
<td>$100</td>
</tr>
</tbody>
</table>

**2020 Taxable Value**

<table>
<thead>
<tr>
<th>Land:</th>
<th>Improvements:</th>
<th>Permanent Crop:</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**2020 Assessment Data**

<table>
<thead>
<tr>
<th>District:</th>
<th>18 - CIEB SD401 F02</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Use/DFL:</td>
<td>No</td>
</tr>
<tr>
<td>Senior/Disability Exemption:</td>
<td>No</td>
</tr>
<tr>
<td>Total Acres:</td>
<td>3.00000</td>
</tr>
</tbody>
</table>

**Ownership**

Owner's Name: CITY OF ELLensburg  
Ownership %: 100%

**Sales History**

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Sales Document</th>
<th># Parcels</th>
<th>Excise #</th>
<th>Grantor</th>
<th>Grantee</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/08/11</td>
<td>2011-1335</td>
<td>1</td>
<td>2011-1335</td>
<td>RODINE, GERTRUDE M</td>
<td>CITY OF ELLensburg</td>
<td>$225,000</td>
</tr>
<tr>
<td>07/23/07</td>
<td>07-3-00067-1</td>
<td>1</td>
<td>07-3-00067-1</td>
<td>WOLFEHR, CLIFFORD P</td>
<td>RODINE, GERTRUDE M</td>
<td>$0</td>
</tr>
<tr>
<td>10/25/05</td>
<td>2005-2952</td>
<td>1</td>
<td>2005-2952</td>
<td>RODINE, TRUDY M</td>
<td>RODINE, GERTRUDE M</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Building Permits**

<table>
<thead>
<tr>
<th>Permit No.</th>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>E2017-080</td>
<td>3/27/2017</td>
<td>DEMO HOUSE &amp; GARAGE/APT</td>
<td>$4,640.00</td>
</tr>
<tr>
<td>2001-12028</td>
<td>12/14/2001</td>
<td>EXPROP-COV. PATIO RALT 80</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>99-227</td>
<td>12/14/1999</td>
<td>EXPROP-GARAGE 864 SF</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>98-125</td>
<td>8/14/1998</td>
<td>EXPROP-ARBOR/SHED RESOB</td>
<td></td>
</tr>
</tbody>
</table>

**Historical Valuation Info**

<table>
<thead>
<tr>
<th>Year</th>
<th>Biller Owner</th>
<th>Land</th>
<th>Impr.</th>
<th>PermCrop Value</th>
<th>Total</th>
<th>Exempt</th>
<th>Taxable</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>CITY OF ELLensburg</td>
<td>$100</td>
<td>$0</td>
<td>$0</td>
<td>$100</td>
<td>$100</td>
<td>$0</td>
</tr>
<tr>
<td>2019</td>
<td>CITY OF ELLensburg</td>
<td>$100</td>
<td>$0</td>
<td>$0</td>
<td>$100</td>
<td>$100</td>
<td>$0</td>
</tr>
<tr>
<td>2018</td>
<td>CITY OF ELLensburg</td>
<td>$100</td>
<td>$0</td>
<td>$0</td>
<td>$100</td>
<td>$100</td>
<td>$0</td>
</tr>
<tr>
<td>2017</td>
<td>CITY OF ELLensburg</td>
<td>$100</td>
<td>$0</td>
<td>$0</td>
<td>$100</td>
<td>$100</td>
<td>$0</td>
</tr>
<tr>
<td>2016</td>
<td>CITY OF ELLensburg</td>
<td>$100</td>
<td>$0</td>
<td>$0</td>
<td>$100</td>
<td>$100</td>
<td>$0</td>
</tr>
</tbody>
</table>
EXHIBIT 4

CITY OF ELLensburg
Public Works Department
501 North Anderson Street; Ellensburg, WA 98926
Ph: (509) 962-7230 Fax: (509) 962-7127

Memorandum

Date: Nov. 26, 2019

To: Terry Weiner, Asst. City Manager
    Kirsten Sackett, Community Development Director

From: Derek Mayo, City Engineer

Re: Valuation of Parcels #617033 and #937033 (1st Ave. and Pine St. – NE Corner)

Per your request, the Public Works and Utilities Dept. has completed a valuation of parcel #617033 and #937033 (1st Ave. and Pine St. – NE Corner), which are currently owned by the City of Ellensburg.

In determining the valuation for this parcel, I utilized the County Assessed value for two undeveloped parcels within a few blocks of the subject parcels. The following is the information and value of the comparison parcels:

- **Parcel #: 15733**
  - 411 E. 3rd Ave.
  - Assessed Land Value: $67,600 square feet
  - Value per square feet: $6.26

- **Parcel #: 337433**
  - 303 N. Anderson St.
  - Assessed Land Value: $60,400 square feet
  - Value per square feet: $8.39

Average Per Square Foot Value of two comparison parcels: $7.33 per SF

Based on the above average comparison values, the valuation of the two city parcels is as follows:

- **Parcel #: 617033**
  - Parcel Size: 0.165 acres or 7187 SF
  - Parcel Valuation: $52,680.71

- **Parcel #: 937033**
  - Parcel Size: 14,394 SF
  - Parcel Valuation: $105,508.02
Kittitas County Assessor 205 W 5th Ave Ste 101 Ellensburg WA 98926

Ownership

Sale Date | Sales Document | # Parcels | Excise # | Grantor | Grantee | Price
---|---|---|---|---|---|---
04/16/15 | 2015-561 | 2 | 2015-561 | HUIE FAMILY LLC | HUIE, JIMMY & AN-MEI | $110,000
09/01/98 | 6514 | 4 | 6514 | HUIE, HONG LEE | HUIE FAMILY LLC | $0
09/01/98 | 6513 | 4 | 6513 | HUIE, PAK F Y | HUIE, HONG LEE | $0

Building Permits

Permit No. | Date | Description | Amount
---|---|---|---
2008-144 | 5/5/2008 | 100%-DEMO OFFICE BLDG 2722 SQFT & GAR 350 SQFT | $187,620.00
99-170 | 9/14/1999 | 100%-REROOF | $8,600.00

Historical Valuation Info

<table>
<thead>
<tr>
<th>Year</th>
<th>Billed Owner</th>
<th>Land</th>
<th>Impr.</th>
<th>PermCrop Value</th>
<th>Total</th>
<th>Exempt</th>
<th>Taxable</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>HUIE, JIMMY &amp; AN-MEI</td>
<td>$67,600</td>
<td>$0</td>
<td>$67,600</td>
<td>$67,600</td>
<td>$0</td>
<td>$67,600</td>
</tr>
<tr>
<td>2019</td>
<td>HUIE, JIMMY &amp; AN-MEI</td>
<td>$67,600</td>
<td>$0</td>
<td>$67,600</td>
<td>$67,600</td>
<td>$0</td>
<td>$67,600</td>
</tr>
<tr>
<td>2018</td>
<td>HUIE, JIMMY &amp; AN-MEI</td>
<td>$67,600</td>
<td>$0</td>
<td>$67,600</td>
<td>$67,600</td>
<td>$0</td>
<td>$67,600</td>
</tr>
<tr>
<td>2017</td>
<td>HUIE, JIMMY &amp; AN-MEI</td>
<td>$57,330</td>
<td>$0</td>
<td>$57,330</td>
<td>$57,330</td>
<td>$0</td>
<td>$57,330</td>
</tr>
<tr>
<td>2016</td>
<td>HUIE, JIMMY &amp; AN-MEI</td>
<td>$57,330</td>
<td>$0</td>
<td>$57,330</td>
<td>$57,330</td>
<td>$0</td>
<td>$57,330</td>
</tr>
</tbody>
</table>

View Taxes
**Parcel**

<table>
<thead>
<tr>
<th>Parcel#</th>
<th>157333</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOR Code</td>
<td>91 - Undeveloped - Land</td>
</tr>
<tr>
<td>Situs</td>
<td>411 E 3RD AVE ELLensburg</td>
</tr>
<tr>
<td>Map Number</td>
<td>17-18-02052-3406</td>
</tr>
<tr>
<td>Status</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>CD. 281; TWIN EBURG; SHOUDY'S FIRST ALL LOT 6; 1/2 LOT 7 BLOCK 34</td>
</tr>
<tr>
<td>Owner Name</td>
<td>HUIE, JIMMY &amp; AN-MEI</td>
</tr>
</tbody>
</table>

**Land**

<table>
<thead>
<tr>
<th>Land Code</th>
<th>Unit Type</th>
<th>Units</th>
<th>Land Shape</th>
<th>Width</th>
<th>Depth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Res SF</td>
<td>Square Foot</td>
<td>10,890.94603100</td>
<td>132</td>
<td>90.00</td>
<td>120.00</td>
</tr>
</tbody>
</table>

**Property Images**

Click on an image to enlarge it.
Parcel

Parcel: 317433
DNR Code: 91 - Undeveloped - Land
Situs: 301 ANDEAN ST ELLENSBURG
Map Number: 17-18-02052-3407
Status: Owner Name: HUIE, JIMMY & AN-MEI
Description: CD, 282; TWIN EBBURG; SHOUDY’S FIRST H/2 OF LOT 7; S1/2 OF LOT 8; BLOCK 34
Comment:

Ownership

Owner’s Name: HUIE, JIMMY & AN-MEI
Ownership %: 100%

Sales History

Sale Date | Sales Document | # Parcels | Excise # | Grantor | Grantee | Price
---|---|---|---|---|---|---
04/16/15 | 2015-561 | 2 | 2015-561 | HUIE FAMILY LLC | HUIE, JIMMY & AN-MEI | $110,000
09/01/98 | 6514 | 4 | 6514 | HUIE, HONG LEE | HUIE FAMILY LLC | $0
09/01/98 | 6513 | 4 | 6513 | HUIE, PAK FY | HUIE, HONG LEE | $0

Building Permits

Permit No. | Date | Description | Amount
---|---|---|---
2008-145 | 5/5/2008 | 100%-DEMO HOUSE 2041 SQFT | $136,290.00
99-203 | 10/26/1999 | EXP-REROOF | $2,540.00

Historical Valuation Info

<table>
<thead>
<tr>
<th>Year</th>
<th>Billed Owner</th>
<th>Land</th>
<th>Impr.</th>
<th>Perm Crop Value</th>
<th>Total</th>
<th>Exempt</th>
<th>Taxable</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>HUIE, JIMMY &amp; AN-MEI</td>
<td>$60,400</td>
<td>$0</td>
<td>$0</td>
<td>$60,400</td>
<td>$0</td>
<td>$60,400</td>
</tr>
<tr>
<td>2019</td>
<td>HUIE, JIMMY &amp; AN-MEI</td>
<td>$60,400</td>
<td>$0</td>
<td>$0</td>
<td>$60,400</td>
<td>$0</td>
<td>$60,400</td>
</tr>
<tr>
<td>2018</td>
<td>HUIE, JIMMY &amp; AN-MEI</td>
<td>$60,400</td>
<td>$0</td>
<td>$0</td>
<td>$60,400</td>
<td>$0</td>
<td>$60,400</td>
</tr>
<tr>
<td>2017</td>
<td>HUIE, JIMMY &amp; AN-MEI</td>
<td>$50,390</td>
<td>$0</td>
<td>$0</td>
<td>$50,390</td>
<td>$0</td>
<td>$50,390</td>
</tr>
<tr>
<td>2016</td>
<td>HUIE, JIMMY &amp; AN-MEI</td>
<td>$50,390</td>
<td>$0</td>
<td>$0</td>
<td>$50,390</td>
<td>$0</td>
<td>$50,390</td>
</tr>
</tbody>
</table>

View Taxes

Kittitas County Assessor 205 W 5th Ave Ste 101 Ellensburg WA 98926
Parcel

Parcel #: 337433
DOR Code: 01 - Undeveloped - Land
Situs: 303 N ANDERSON ST ELLENSBURG
Map Number: 17-1B-02052-3407
Status: 
Description: CD. 282; TOWN EBURG; SHOUDY'S FIRST 1/2 OF LOT 7; 1/2 OF LOT B; BLOCK 34
Owner Name: HUIE, JIMMY & AN-MEI
Address 1: 2242 81ST AVE SE
City, State: MERCER ISLAND WA
Zip: 98040-2212

Land

Land Code | Unit Type | Units | Land Shape | Width | Depth |
--- | --- | --- | --- | --- | --- |
Res SF | Square Feet | 7200.00 | | 60.00 | 120.00

Property Images

Click on an image to enlarge it.
Parcel:

Parcel #: 617033
DOR Code: 67 - Services - Governmental
Situs: 1ST & PINE ST ELLENSBURG
Map Number: 17-18-02050-2105
Status: EXEMPT FULL YEAR
Description: CD. 156-A; TVN EBURG; ORIGINAL ADD. LOT 5 BLOCK 21
Comment: RN-73/31/03: TAXABLE TO EXEMPT PER SALE DATED 7/1/03 EX# 17884 02 FOR 03.

2020 Market Value 2020 Taxable Value 2020 Assessment Data
Land: $100 Land: $0 District: 18 - CIEB SD401 F02
Improvements: $0 Improvements: $0 H01 CO COF ST
Permanent Crop: $0 Permanent Crop: $0
Total: $100 Total: $0 Senior/Disability Exemption: No

Ownership:

Owner's Name: CITY OF ELLENSBURG
Ownership %: 100%

Sales History:

Sale Date Sales Document # Parcels Excise # Grantor Grantee Price
07/01/03 50971 7 50971 PUNTON, RONALD M ETUX SMITH, RONALD M ETUX $0
01/01/03 17884 3 17884 SMITH, RONALD M ETUX CITY OF ELLENSBURG $532,000
04/01/03 3591600 3 3591600 THE CLYMER FOUNDATION PUNTON, RONALD M ETUX $195,000
04/01/00 2917500 2 2917500 WESTERN ART ASSOCIATION THE CLYMER FOUNDATION $0
03/01/88 2522500 2 2522500 DAILY RECORD INC. WESTERN ART ASSOCIATION $60,000

Building Permits:

No Building Permits Available

Historical Valuation Info:

Year Billed Owner Land Impr. PermiCrop Value Total Exempt Taxable
2020 CITY OF ELLENSBURG $100 $0 $0 $100 $100 $0
2019 CITY OF ELLENSBURG $100 $0 $0 $100 $100 $0
2018 CITY OF ELLENSBURG $100 $0 $0 $100 $100 $0
2017 CITY OF ELLENSBURG $100 $0 $0 $100 $100 $0
2016 CITY OF ELLENSBURG $100 $0 $0 $100 $100 $0

View Taxes
### Parcel

**Owner Name:** CITY OF ELLENSBURG  
**Address 1:** CITY HALL  
**Address 2:** 501 N ANDERSON ST  
**City, State:** ELLENSBURG WA  
**Zip:** 98926-3147  
**Status:** EXEMPT FULL YEAR  
**Description:** CO. 156; TWIN EBURG; ORIGINAL ADD. LOT 4; BLOCK 21  
**Comment:** RM-7/31/03: TAXABLE TO EXEMPT PER SALE DATED 7/1/03 EX# 17884 02 FOR 03. (1)RM-12/22/97-CHG PARCEL NUMBER FROM 17-18-0250-2103 TO REFLECT THE CORRECT LOT NUMBER

<table>
<thead>
<tr>
<th>2020 Market Value</th>
<th>2020 Taxable Value</th>
<th>2020 Assessment Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land: $100</td>
<td>Improvements: $0</td>
<td>District: 18 - CIEB SD401 F02</td>
</tr>
<tr>
<td>Improvements: $0</td>
<td>Permanent Crop: $0</td>
<td>Current Use/D FL: No</td>
</tr>
<tr>
<td>Permanent Crop: $0</td>
<td>Total: $100</td>
<td>Senior/Disability Exemption: No</td>
</tr>
<tr>
<td>Total: $100</td>
<td></td>
<td>Total Acres: 0.16500</td>
</tr>
</tbody>
</table>

### Ownership

**Owner's Name:** CITY OF ELLENSBURG  
**Ownership %:** 100 %

### Sales History

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Sales Document</th>
<th># Parcels</th>
<th>Excise #</th>
<th>Grantor</th>
<th>Grantee</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/03</td>
<td>50971</td>
<td>7</td>
<td>50971</td>
<td>PUNTON, RONALD M ETUX</td>
<td>SMITH, RONALD M ETUX</td>
<td>$0</td>
</tr>
<tr>
<td>07/01/03</td>
<td>17884</td>
<td>3</td>
<td>17884</td>
<td>SMITH, RONALD M ETUX</td>
<td>CITY OF ELLENSBURG</td>
<td>$532,000</td>
</tr>
<tr>
<td>04/01/93</td>
<td>3591600</td>
<td>3</td>
<td>3591600</td>
<td>THE CLYMER FOUNDATION</td>
<td>PUNTON, RONALD M ETUX</td>
<td>$195,000</td>
</tr>
<tr>
<td>04/01/90</td>
<td>2917500</td>
<td>2</td>
<td>2917500</td>
<td>WESTERN ART ASSOCIATION</td>
<td>THE CLYMER FOUNDATION</td>
<td>$0</td>
</tr>
<tr>
<td>03/01/88</td>
<td>2522500</td>
<td>2</td>
<td>2522500</td>
<td>DAILY RECORD INC.</td>
<td>WESTERN ART ASSOCIATION</td>
<td>$60,000</td>
</tr>
</tbody>
</table>

### Building Permits

No Building Permits Available

### Historical Valuation Info

<table>
<thead>
<tr>
<th>Year</th>
<th>Billed Owner</th>
<th>Land</th>
<th>Impr.</th>
<th>PermCrop Value</th>
<th>Total</th>
<th>Exempt</th>
<th>Taxable</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>CITY OF ELLENSBURG</td>
<td>$100</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>2019</td>
<td>CITY OF ELLENSBURG</td>
<td>$100</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>2018</td>
<td>CITY OF ELLENSBURG</td>
<td>$100</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>2017</td>
<td>CITY OF ELLENSBURG</td>
<td>$100</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>2016</td>
<td>CITY OF ELLENSBURG</td>
<td>$100</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>
EXHIBIT 5

DAILY RECORD/KITTITAS PUB
C/O IDAHO STATE JOURNAL RECEIVABLES
PO BOX 1570
POCATELLO ID 83204
(509)925-1414
Fax (509)925-5696

ORDER CONFIRMATION

Salesperson: MEGAN WOODRUFF
Printed at 12/03/19 10:19 by mwo18

Acct #: 25813
Ad #: 1973007
Status: New WHOLD

COMMUNITY DEVELOPMENT
CITY OF ELLENSBURG
501 N. ANDERSON
ELLLENSBURG WA 98926

Start: 12/04/2019
Stop: 12/04/2019
Times Ord: 1
Times Run: ***
STD6 2.00 X 12.93 Words: 249
Total STD6 25.86
Class: 0001 LEGAL NOTICES
Rate: LEG3 Cost: 227.57
# Affidavits: 1

Contact: Phone: (509)962-7231
Fax#:
Email:
Agency:

Ad Descrpt: N/PUB HEARING CITY SURPLU
Given by: ANGELA SAN FILIPPO
P.O. #: A SAN FILIPPO
Created: mwo18 12/03/19 09:59
Last Changed: mwo18 12/03/19 10:17

PUB ZONE EDT TP RUN DATES
DR A 97 S 12/04
DRWN LEG3 97 S 12/04

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Quote from Daily Record/Kittitas County Publishing (509) 925-1414
This ad will run as quoted unless cancellation is received. Please contact your sales rep 24 hours prior to first run date to cancel order.

Name (print or type) Name (signature)

(CONTINUED ON NEXT PAGE)
NOTICE OF A PUBLIC HEARING
CITY SURPLUS PROPERTY DECLARATION

NOTICE IS HEREBY GIVEN that Ellensburg City Council will hold a public hearing on Monday, December 16, 2019 at 7:00 pm in City Council Chambers, 501 North Anderson Street, to consider the surplus declaration of three City-owned parcels for the public benefit purpose of affordable housing as allowed by RCW 39.33.015. The related documents are available for review at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, WA.

Property Locations: Kittitas County Assessor Parcel ID number 641133 is located at 113 W. Bender Road, Ellensburg, Washington; just north of the Bender Road and Water Street intersection.

NOTICE IS FURTHER GIVEN that all persons interested may appear at such time and place and be heard for or against the matter, or written comments may be filed with the Community Development Department, 601 North Anderson Street, or via email: sanfrippoa@cl.ellensburg.wa.us

To be considered during the public hearing, written comments must be submitted by 5:00 pm on Monday December 16, 2019.

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A “Request for Accommodation” form may be obtained from the City Clerk (First Floor – City Hall).

PUBLISHED: Daily Record: December 4, 2019
Ad #: 1973007 Status: New WHOI/WHOL
December 3, 2019

RE: Ellensburg City Council public hearing to consider the surplus declaration of City-owned property for the public benefit purpose of affordable housing

Dear Property Owner:

NOTICE IS HEREBY GIVEN that Ellensburg City Council will hold a public hearing on Monday, December 16, 2019 at 7:00 pm in City Council Chambers, 501 North Anderson Street, to consider surplus declaration of City-owned property for the public benefit purpose of affordable housing as allowed by RCW 39.33.015. The related documents are available for review at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, WA.

Property Location: Kittitas County Assessor Parcel ID number 541133 is located at 113 W. Bender Road. Ellensburg, Washington; just north of the Bender Road and Water Street intersection.
NOTICE IS FURTHER GIVEN that all persons interested may appear at such time and place and be heard for or against the matter, or written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email: sanfilippoa@ci.ellensburg.wa.us

To be considered during the public hearing, written comments must be submitted by 5:00 pm on Monday December 16, 2019.

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A “Request for Accommodation” form may be obtained from the City Clerk (First Floor – City Hall).

If you have any questions regarding this matter, please contact me at 509-925-8653 or via the e-mail listed above.

Sincerely,

Angela San Filippo
Long Range Planner
December 3, 2019

RE: Ellensburg City Council public hearing to consider the surplus declaration of City-owned property for the public benefit purpose of affordable housing

Dear Property Owner:

NOTICE IS HEREBY GIVEN that Ellensburg City Council will hold a public hearing on Monday, December 16, 2019 at 7:00 pm in City Council Chambers, 501 North Anderson Street, to consider surplus declaration of City-owned property for the public benefit purpose of affordable housing as allowed by RCW 39.33.015. The related documents are available for review at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, WA.

Property Location: Kittitas County Assessor Parcel ID numbers 937033 and 617033 are located at the northeast corner of 1st Avenue and Pine Street, Ellensburg, Washington.

NOTICE IS FURTHER GIVEN that all persons interested may appear at such time and place and be heard for or against the matter, or written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email: sanfilippoa@ci.ellensburg.wa.us
To be considered during the public hearing, written comments must be submitted by 5:00 pm on Monday December 16, 2019.

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall).

If you have any questions regarding this matter, please contact me at 509-925-8653 or via the e-mail listed above.

Sincerely,

[Signature]

Angela San Filippo
Long Range Planner
RESOLUTION NO. 2019-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG declaring as surplus to the City of Ellensburg’s needs the real estate consisting of three parcels described below in more detail that total approximately 3.36 acres, known as the “Bender-Water Street Parcel” and “Community Garden Parcels,” respectively, for the purpose of being developed as affordable housing.

WHEREAS, the subject property commonly known as the Bender-Water Street parcel located at the intersection of Bender Road and Water Street in Ellensburg, Washington, and is legally described as:

Parcel No. 541133:

That portion of the West Half of the Southwest Quarter of the Northeast Quarter of Section 26, Township 48 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, which is described as follows:

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

EXCEPTING THEREFROM, the right of way of said County Road;

and

WHEREAS, the subject property commonly known as the Community Garden parcels are located between Pine and Ruby Streets, and north of 1st Avenue, in Ellensburg, Washington, and are described as:

Parcel 3A

Lots 3 And 4, Block 21, Ellensburg, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 1 of Plats, Page 1, Records of said County.

AND

Lot 5, Block 21, Ellensburg, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 1 of Plats, Page 1, Records of said County;
WHEREAS, there is a significant need for affordable housing in the City for those households with incomes under 80 percent of area median income (AMI); and

WHEREAS, RCW 39.33.015 authorizes state or local governments to dispose of surplus property at no cost to the grantee for the development of affordable housing; and

WHEREAS, public notice of the hearing was first published in accordance with the provisions of ECC 2.07.080(A)(2); and

WHEREAS, the City Council hereby finds the Bender-Water and Community Garden lots to be surplus to the City’s needs and no longer required for municipal purposes, and that disposition of each lot shall be through a process to be administered by the City Manager and consistent with Chapter 2.07 ECC and will best serve the common public benefit;

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

Section 1. The real properties commonly known as the Bender Road-Water Street parcel and the Community Garden parcels, except property and easements reserved for utilities, are hereby declared surplus to the City of Ellensburg’s needs and are no longer required for providing municipal services.

Section 2. The means of disposal for all surplus property identified in this Resolution shall be by a no cost transfer to grantees conditioned upon development as affordable housing for the public benefit in conformance with RCW 39.33.015.

Section 3. The Mayor and/or City Manager are hereby authorized to execute any and all documents necessary to effectuate the property exchange described in Section 2 above.

ADOPTED by the City Council of the City of Ellensburg this 16th day of December, 2019.

Mayor

Attest:                      

City Clerk
City Council Meeting Date: December 16, 2019

Submitted by: Lodging Tax Advisory Committee

Must Approve: ☑ City Attorney ☑ Finance ☑ City Manager

Additional Approvals: □ Choose Department □ Other Department

Agenda Subject: Resolution for Allocation of 2020 Lodging Tax Funds

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopt Resolution</td>
<td>☐</td>
<td></td>
<td>☐</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approve contract</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approve budget adjustment</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approve – other</td>
<td>☐</td>
<td></td>
<td>☐</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review Report or Study</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direction to staff</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discussion only</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Award</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other ☐ (describe):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BACKGROUND/SUMMARY: The City previously entered into an Interlocal Agreement with Kittitas County for an annual consolidated countywide process to review applications for, and award distribution of, lodging tax funds. After deciding allocation amounts at a meeting on November 15, 2019, a Resolution is presented to Council for adoption to award funding in the amount of $73,143 from the 2020 City Lodging Tax budget.

The Consolidated Lodging Tax group met on November 15, 2019 to hear applicant presentations and discuss allocation of funds. Funding requested from the 36 applicants totaled $524,861.20, and $251,242 was available between the four jurisdictions. The City’s funding of $73,143 will be allocated to Gallery One, Kittitas County Historical Society, Jazz in the Valley, Ellensburg Downtown Association, Learn from the Masters Music Outreach, Ellensburg Rodeo Hall of Fame Association, Valley Musical Theater, Junk-Tiquen in the Burg, Kittitas County Chamber, and Huffman Farms. The Lodging Tax Advisory Committee met on December 4, 2019 and approved a motion to recommend the funding distribution as indicated in the proposed resolution. A Lodging Tax Services Agreement will be signed between Kittitas County and each recipient.

PREVIOUS COUNCIL ACTION: N/A.

ANALYSIS: The City Lodging Tax Advisory Committee budgets funds each year to allocate for events and festivals. The combined countywide review process allows more applicants to receive funding, and though it was a long process, seemed easier for organizations, which only had to apply to one jurisdiction.
FINANCIAL IMPACT: The $73,143 was previously budgeted for 2020 Event Funding.

RECOMMENDED ACTION OR MOTION: Adopt the proposed Resolution approving allocation of 2020 Lodging Tax Funds in the sum of $73,143.

Attachments: Letter from County Commissioner Osiadacz
Proposed Resolution
December 2nd, 2019
Mayor Bruce Tabb
510 N. Anderson St.
Ellensburg, WA 98926

Honorable Mayor Tabb,

The consolidated lodging tax process is now complete, and enclosed with this letter are the recommendations for lodging tax funds disbursement as formulated by the consolidated lodging tax work group. The final step in making awards for lodging tax grants is for your organization to take legislative action confirming the work group’s recommendations for your portion of the lodging tax grant allocation for special events and projects. A sample resolution is attached for your convenience which you may find helpful. Each participating entity will also act accordingly, which will award the entire list of allocations.

Once each entity has taken legislative action (signed your resolution approving the consolidated lodging tax work group’s recommendation) and notified the County, we will process the applicant’s agreements and send them out for applicant signature. We request you take this action as soon as possible. According to the interlocal agreement, the County will act as the reimbursing agency for all grant awards so that applicants need only contact one agency to receive funding. The County will bill each municipality for its respective share of the grant funds reimbursed to award recipients.

Thank you for all your hard work and continued patience with the consolidated process. We will be contacting you at a later date to discuss ways of improving the process.

Sincerely,

Laura Osiadacz
Kittitas County Commissioner, District 2
RESOLUTION NO. 2019 - ______

A RESOLUTION adopting the allocation of the 2020 hotel/motel tax fund grants.

WHEREAS, RCW 39.34.080 and other Washington State law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of Kittitas County and the cities of Ellensburg, Cle Elum, and Roslyn previously entered into an Interlocal Agreement for the purposes of creating a consolidated lodging tax grant process for special events and projects; and

WHEREAS, in accordance with the Interlocal Agreement, Kittitas County solicited applications for the distribution of the 2020 Hotel/Motel tax funds in the form of reimbursable grants for special events and projects throughout Kittitas County; and

WHEREAS, in accordance with the Interlocal Agreement, the respective Lodging Tax Advisory Committees (LTACs) or designees of Kittitas County and the cities of Ellensburg, Cle Elum, and Roslyn have reviewed all the applications submitted to Kittitas County; and

WHEREAS, in accordance with the Interlocal Agreement, Kittitas County compiled the various participating entity’s scoring and funding recommendations and forwarded them to the combined county-wide LTAC Consolidated Work Group for further review; and

WHEREAS, in accordance with the Interlocal Agreement, the combined county-wide LTAC Consolidated Work Group met in an open public meeting November 15, 2019 at the Ellensburg City Hall Council Chambers to receive presentations from applicants recommended for funding and deliberated to reach a final funding recommendation which is to be forwarded to each entity’s legislative body for final approval; and

WHEREAS, in accordance with an amendment to the Interlocal Agreement, each participating municipality agreed to make available 13% of their annual lodging tax collections to be awarded through the consolidated lodging tax grant process; and

WHEREAS, Kittitas County designated $154,136.00 to be available for grants as part of this process, Ellensburg designated $73,143.00, Cle Elum designated $23,189.00, and Roslyn designated $774.00; and

WHEREAS, the combined county-wide LTAC Work Group recommended expending $251,239.12 of the designated funds; and

WHEREAS, in accordance with the Interlocal Agreement, Kittitas County will provide notice to each successful applicant and will require a contract be agreed to by each successful applicant prior to funding awards being available for reimbursement; and

Resolution – Page 1
WHEREAS, in accordance with the Interlocal Agreement, Kittitas County will serve as the single reimbursing agency for all successful applicants and will bill each participating municipality’s lodging tax fund for its respective share of any reimbursements awarded and applied for; and

WHEREAS, the legislative authorities for Kittitas County and the cities of Ellensburg, Cle Elum, and Roslyn are approving only their respective lodging tax fund grant awards.

NOW, THEREFORE BE IT RESOLVED, by the City of Ellensburg hereby awards the 2020 Hotel/Motel Tax fund grants distribution for special events and projects as follows:

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gallery One</td>
<td>$13,320.00</td>
</tr>
<tr>
<td>Kittitas County Historical Society</td>
<td>$ 8,500.00</td>
</tr>
<tr>
<td>Jazz in the Valley</td>
<td>$ 8,000.00</td>
</tr>
<tr>
<td>Ellensburg Downtown Association (Buskers in the Burg, Dachshunds on Parade, Hoedown in the Downtown)</td>
<td>$ 2,800.00</td>
</tr>
<tr>
<td>Learn from the Masters Music Outreach</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Ellensburg Rodeo Hall of Fame Association</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Valley Musical Theater</td>
<td>$ 2,100.00</td>
</tr>
<tr>
<td>Junk-Tiquen in the Burg</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td>Kittitas Co. Chamber (German Fest)</td>
<td>$ 8,700.00</td>
</tr>
<tr>
<td>Huffman Farms</td>
<td>$ 2,723.00</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$73,143.00</strong></td>
</tr>
</tbody>
</table>

ADOPTED by the City Council of the City of Ellensburg this 16th day of December, 2019.

__________________________
Mayor

__________________________
Attest: _______________________
City Clerk
BACKGROUND/SUMMARY: The City of Ellensburg was very fortunate to receive grant funding for the Willow Street Improvements project from the Surface Transportation Block Grant (STBG) federal fund through the Washington State Department of Transportation (WSDOT) to widen, overlay, install bike lanes, curb/gutter, planting strips, trees, lighting, and new sidewalks on Willow Street from Mountain View Avenue to Capitol Avenue. This portion of Willow Street has seven (7) signed deferrals for frontage improvements of thirteen (13) parcels on the east side of the street. Staff is requesting that Council authorize the order-in of these frontage improvement deferrals so each property owner can fund its proportionate share of the project.

PREVIOUS COUNCIL ACTION: City Council ordered the Willow Street improvements when it approved the amendment of the City's 2018-2023 Six-Year Transportation Improvement Plan (STIP) at its June 18, 2018 meeting. This STIP amendment revised the funding for the Willow Street Improvements project from potential to secured. Council also authorized the Mayor and staff to execute any and all of the necessary grant paperwork associated with the project.

ANALYSIS: Performance of the signed Willow Street frontage improvement deferrals require that the City either form a Local Improvement District or that Council order the frontage improvements. Since Council has already approved the improvements, staff is requesting authorization to order-in the deferrals from each property owner for funding their proportionate share of the project.

Frontage improvement costs are included for the following items: mobilization, surveying, clearing and grubbing, saw cutting, traffic control, roadway excavation, embankment, storm drainage, crushed rock base course, crushed rock top course, curb
and gutter, concrete sidewalk, concrete driveways, asphalt driveway transition, asphalt roadway patching, landscaping and erosion control.

**FINANCIAL IMPACT:** Preliminary estimated frontage improvement costs for the Willow Street Improvements project on the east side of Willow Street are $178.46 per frontage foot. With approximately 960 feet of deferred frontage improvements, the total estimated project cost for frontage deferrals is $171,322. The STBG grant funds require a 13.5% City match for the Willow Street Improvement project, resulting in a frontage improvement cost to the City of $24.09 per frontage foot. A 10% engineering fee is added for a final frontage improvement cost of $26.50 per frontage foot to be billed to the property owners.

With approximately 960 feet of frontage improvement deferrals, the City will collect approximately $25,440 from the frontage improvement deferral order-in. Final frontage improvement costs will be calculated from the actual contracted unit bid costs for construction of the project. This project is currently budgeted in 2019 and will require a budget adjustment to carry forward budgeted amounts into the 2020 budget.

**RECOMMENDED ACTION OR MOTION:**
1. Authorize the order-in of Willow Street frontage improvement deferrals for payment from each property owner for their proportionate share of the project.
2. Authorize Finance to make the necessary budget adjustments.
1. **Donna Nylander Celebration of Life**: A celebration of life and reception will be held at 1:00 p.m. on Sunday, December 15, 2019 at the Hal Holmes Community Center, 201 Ruby Street in Ellensburg. Memorial contributions in Donna's honor are suggested to the Ellensburg Children's Musical Theater or the James G. Nylander Memorial Fund through the Ellensburg Public Library. For more information contact Josephine Camarillo at camarilloj@ci.ellensburg.wa.us.