

# COUNCIL AGENDA

Monday, July 6, 2020



In-person attendance at public meetings is currently prohibited per the Washington Governor's Proclamation No. 20-28.5 through July 1, 2020. Ellensburg City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at [ectv2.com](http://ectv2.com).

In addition, members of the public who wish to listen to the meeting over conference call may do so by calling: 1-253-215-8782 and entering Webinar ID: 827 8120 3921 and the "#" sign when prompted. When prompted for the Participant ID, enter the "#" sign again (there is no Participant ID for this meeting).

# GUIDELINES FOR PUBLIC PARTICIPATION – REMOTELY HELD CITY COUNCIL MEETING

## **AUDIENCE COMMENTS:**

### PURPOSE

Allow the public to address the City Council on subjects that are not scheduled for Public Hearing at this particular meeting. Comments must concern the City's business or a matter over which Council has control.

### ZOOM Meeting Participation:

- **Join the meeting early**, as you may need to download the app in advance to participate. Once you've joined the meeting, your camera and microphone will be muted until you are recognized by the Mayor to speak
- To and/or provide comments on agenda items please click on this link:  
<https://us02web.zoom.us/j/82781203921?pwd=MHdHVnJMdkJEUk5Gd2JsZFpJYkZFUT09>

Or join by phone (for higher quality, dial a number based on your current location):

+1 253 215 8782; or +1 346 248 7799 or +1 669 900 9128 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592

**Webinar ID:** 827 8120 3921 (only needed for phone participation)

**Password:** 495218

### PROCEDURE FOR PARTICIPATION

1. Please note that there are several items on the City Council Agenda that will precede public comment on non-agenda items.
2. The Mayor will identify the agenda item and ask if anyone wishes to speak on non-agenda items.
3. Any interested person may provide comments on non-agenda items. If you wish to speak, you must:
  - a) Raise your "virtual hand" in the corner of the computer screen or press \*9 on your phone
  - b) Wait to be called upon by the Mayor using your name, e-mail, or phone number used to log in to the teleconference.
  - c) Please state your name, address, and whether you are representing only yourself or others.
  - d) Each speaker's comments are to be limited to 3 MINUTES.
  - e) Submit written comments to the City Clerk via email to: [leaderb@ci.ellensburg.wa.us](mailto:leaderb@ci.ellensburg.wa.us).
4. Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.
5. Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office, or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).

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

### CONSENT AGENDA

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

consent agenda unless your request is confirmed by a councilmember.

#### AGENDA ITEMS

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

#### ***AMERICANS WITH DISABILITIES ACT***

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

**CITY OF ELLENSBURG  
COUNCIL AGENDA  
Monday, July 6, 2020  
7:00 PM - Regular Meeting**

**1. Call to Order and Roll Call**

**2. Proclamations**

- 2.A Scout Me In Day - July 29, 2020 7  
[Scout Me In Day Proclamation 7-29-2020](#)

**3. Awards and Recognitions**

**4. Approval of Agenda**

**5. Consent Agenda**

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

- 5.A Approve Minutes - June 15, 2020 Regular Meeting 8  
[6-15-20 Council Minutes](#)
- 5.B Acknowledge Minutes of Affordable Housing Commission - March 4, 2020 12  
[Affordable Housing Commission 3-4-20](#)
- 5.C Acknowledge Minutes of Utility Advisory Committee - February 20, 2020 17  
[Utility Advisory Committee 2-20-20](#)
- 5.D [Traffic Impact Fee Annual Report](#) 19  
[2019 Traffic Impact Fee Collection Report](#)
- 5.E [Project Acceptance - Bid Call 2020-01 Award Bid - Manufacture, Supply and Delivery of Aggregate for Bituminous Surface Treatment \(BST\)](#) 24
- 5.F [2019 City of Ellensburg Annual Financial Statement Report](#) 25  
[C4](#)  
[C5](#)  
[Financial Statement Notes](#)  
[Schedule 09](#)  
[Schedule 15](#)  
[Schedule 16](#)  
[Schedule 16 notes](#)



|           |                                                                                                                                                                                                                                                          |     |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 5.G       | Bid Award - Bid Call 2020-16 North Campus Signalization<br>Project Award letter<br>North Campus Signalization - Scope Agreement with CWU                                                                                                                 | 56  |
| 5.H       | Proposed amendment to a 2020 Historic Preservation Grant awarded to 420 N Pearl, LLC, as recommended by the Landmarks and Design Commission on February 19, 2020.<br>420 Bldg Grant Amendment Request                                                    | 62  |
| 5.I       | Request for extension for a 2019 Historic Preservation Grant awarded to the Kittitas County Historical Museum, to install plaques and historic interpretation in the Ellensburg Downtown and First Railroad Districts.<br>Museum Grant Extension Request | 76  |
| 5.J       | Interlocal Cooperation Agreement for Contact Tracing Services Interlocal<br>Cooperation Agreement For Contact Tracing Services                                                                                                                           | 80  |
| 5.K       | Approve July 6, 2020 Voucher Listing<br>7-6-2020 Voucher Page                                                                                                                                                                                            | 87  |
| <b>6.</b> | <b>Petitions, Protests, and Communications</b>                                                                                                                                                                                                           |     |
| 6.A       | Board and Commission Appointments<br>B and C Agenda Report Chart 7-6-20 Miller B and C App                                                                                                                                                               | 88  |
| 6.B       | COVID-19 Update                                                                                                                                                                                                                                          |     |
| <b>7.</b> | <b>Citizen Comment on Non-agenda Issues</b>                                                                                                                                                                                                              |     |
| <b>8.</b> | <b>Business Requiring Public Hearings</b>                                                                                                                                                                                                                |     |
| <b>9.</b> | <b>Introduction and Adoption of Ordinances and Resolutions</b>                                                                                                                                                                                           |     |
| 9.A       | Ordinance No. 4854 (second reading) - Traffic Code Revisions ESD TIA<br>Supplemental Memo<br>4854 - Traffic Code Amendments (07-06-2020)                                                                                                                 | 91  |
| 9.B       | Ordinance (first reading) to correct definition of "low-income disabled citizen" in City's utility code.<br>Title 9 Low-Income Disabled Citizen definition                                                                                               | 120 |
| 9.C       | Ordinance (first reading) to increase the membership of the Lodging Tax Advisory Committee Lodging Tax Membership Increase Ordinance                                                                                                                     | 125 |
| 9.D       | Resolution to Approve Multifamily Housing Limited Property Tax Exemption Agreement with Patricia Place, LLC for Patricia Place Center                                                                                                                    | 130 |

Council Resolution Patricia Place Center & agreement EXHIBIT A

**10. Unfinished Business**

- 10.A CARES Act small business and rent assistance funding level and process Sample  
Business Support Grant Agreement 141  
Subcontract with HopeSource - CARES Act Rental Assistance
- 10.B Bureau of Reclamation Schaaque Property Habitat Improvement Project; and  
Wastewater Treatment Facility (WWTF)/Bureau of Reclamation Land Exchange 186  
1-MOU  
2-MOU Amendment #1  
3-MOU Amendment #1 Exhibit A  
4-MOU Amendment #1 Exhibit B  
5- MOU Amendment #1 Exhibit C  
6-MOU Amendment #1 Exhibit D  
7-MOU Amendment #1 Exhibit E - F  
8-MOU Amendment #1 Exhibit G  
9-Land Exchange Agreement  
10-Land Exchange Map  
11-Confirmation Deed  
12-Confirmation Deed Exhibit A Map
- 10.C City Equity Initiative - Council Update 246  
City Equity Initiative - Council Update 7-6-20

**11. New Business**

- 11.A Joint Application with Kittitas County for Department of Commerce Shelter  
Program Grant Shelter Program Overview June 2020 248
- 11.B Authorize Budget Amendments for the Ellensburg Police Department Renovation  
& Additions Construction Project - Bid Call 2019-01 254

**12. Miscellaneous**

- 12.A Manager's Report 255  
7-6-20 MANAGERS REPORT
- 12.B Councilmembers' Reports

**13. Executive Session**

**14. Adjournment**



## GRAND COLUMBIA COUNCIL ~ BOY SCOUTS OF AMERICA

THE NATION'S FOREMOST YOUTH PROGRAM OF CHARACTER AND LEADERSHIP DEVELOPMENT

### A PROCLAMATION

#### *Grand Columbia Council "Scout Me In Day ~ July 29, 2020"*



WHEREAS, the Grand Columbia Council of the Boy Scouts of America in central Washington has an outstanding legacy and received national acclaim for youth and family involvement in outdoor recreation, conservation of nature, youth leadership activities and career development we honor the 2020 Grand Columbia Council Boy Scouts of America,

WHEREAS, the Grand Columbia Council was founded 95 year ago, in 1925, to prepare young people to make ethical and moral choices over their lifetimes by teaching them the values of the Scout Oath and Scout Law, the Council provides boys and girls the nation's foremost youth character and leadership program,

WHEREAS, the Grand Columbia Council has 1000 boys and girls and 80 leaders who direct scouting programs for youth from the Columbia River to the Canadian border and from Snoqualmie Pass to Ritzville, our community seeks to pay tribute to the work of Scouts, Scout leaders, and volunteers who maintain lives of honesty, discipline, and purpose,

WHEREAS, the Grand Columbia Council seeks to strengthen current scouting programs and insure scouting opportunities for future generations, the Council members are active advocates in providing information and activities to promote the scouting mission and secure support for programs,

WHEREAS, the Grand Columbia Council invites the public to participate in July's River Run Regatta involving a month of scouting activities culminating in a scouting program - live and livestream on our website - in Yakima or Wenatchee on July 29, 2020,

WHEREAS, the River Run Regatta will bring support to improve Camp Fife, Camp Bonaparte, and Camp Summit Vista and increase training in the cities, waterways, lakes, forests, and mountains, of central Washington and fuel the achievement of expanding dens, troops, units and volunteers,

WHEREAS, the Grand Columbia Council delivers programs that help generate community leaders who guide and lead their communities for generations to come, enabling these communities to be appreciated and safe havens for all people.

*NOW, THEREFORE, WE THE MAYOR AND CITY COUNCIL MEMBERS OF ELLENSBURG, do hereby proclaim July 29, 2020 as "Scout Me In Day" in the City of Ellensburg.*

Signed this 6<sup>th</sup> day of July, 2020

---

Mayor Bruce Tabb



**CITY OF ELLENSBURG**

**Date of Meeting**

**Time of Meeting**

**Place of Meeting**

**Minutes of City Council, Regular Meeting**

**June 15, 2020**

**7:00 PM**

**Held remotely per Governor Inslee's**

**Proclamation 20-28.4**

**Ellensburg, WA 98926**

**1. Call to Order and Roll Call**

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

Also Present: City Manager Akers; City Attorney/Assistant City Manager Weiner; City Clerk Leader; Executive Assistant Gigstead; Public Works & Utilities Director Lyyski; City Engineering Manager Mayo; Assistant City Engineer Mattson; IT/Telecomm Manager Faubion; Parks & Recreation Director Case, Police Chief Wade; and approximately 8 members of the audience.

**2. Proclamations**

**3. Awards and Recognitions**

**4. Approval of Agenda**

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

**5. Consent Agenda**

5.A. Approve Minutes of Regular Meetings for March 16, April 6, April 20, May 4, May 18 and June 1, 2020

5.B. Approve Minutes for Special Meeting on March 9, 2020

5.C. Approval of Ellensburg Business Development Authority Minutes - January 8, January 24 and April 15, 2020

5.D. Approval of Landmarks & Design Commission Minutes - November 19, 2019

5.E. Approval of Lodging Tax Advisory Committee Minutes - March 11, 2020

5.F. Approval of Parks & Recreation Advisory Commission Minutes - January 8 & February 12, 2020

5.G. Cora St. Electrical Feeder Infrastructure Installation

5.H. Interlocal Cooperation Agreement for the CARES Distribution for COVID-19 related Public Health Expenses.

5.I. Memorandum of Understanding between Prestige Post-Acute and Rehab Center and the City of Ellensburg for Cabulance Service

5.J. Professional Services Consultant Agreement for the Engineering and Design of the Main Street Corridor Intersection Enhancements

5.K. Amendment to the Consolidated Operating Agreement for Central Transit between the City of Ellensburg and the Washington State Department of Transportation (WSDOT).

5.L. Approve June 15, 2020 Voucher Listing

Councilmember Mary Morgan moved to Approve Consent Agenda as presented. **Motion Approved 5-0 (Lamb-abstain).**

## **6. Petitions, Protests, and Communications**

6.A. Board and Commission Applications

Council consensus was to wait until the July 6 meeting to introduce Monica Miller, new applicant for the Lodging Tax Advisory Committee.

6.B. Increasing Lodging Tax Advisory Committee Membership

City Manager Akers explained the recommendation by the Lodging Tax Advisory Committee to increase the membership due to quorum issues.

Councilmember Mary Morgan moved to Approve an amendment to the Ordinance for the LTAC to increase membership to seven members, which would include three contributors, three recipients and one councilmember, consistent with the RCW. **Motion Approved 6-0.**

6.C. COVID-19 Update

Councilmember Lamb provided an update on status of Kittitas County COVID-19 cases and the status of the variance for moving to Phase III.

Councilmember Goodloe arrived to the meeting at 7:15 pm

6.D. Resident Letter Requesting Sewer Main Extension for Entirety of West Ridgeview Lane

Public Works & Utilities Director, Ryan Lyyski, reviewed a letter the City received by Laura Kukes regarding extension of the sewer main on Ridgeview Lane. Laura Kukes, 500 W Ridgeview Lane, spoke regarding why the letter was directed to the City on behalf of the Ridgeview Lane residents.

Councilmember Nancy Goodloe moved to Authorize staff to design and build respective sewer and charge property owners their respective share of main extension/connection fees as the properties are connected. **Motion Approved 7-0.**

## **7. Citizen Comment on Non-agenda Issues**

Due to the current State of Emergency and Proclamation 20-28.4 issued by Governor Inslee, no public comment was allowed at this meeting.

## **8. Business Requiring Public Hearings**

8.A. Public Hearing (Legislative) to consider resolution adopting Six Year Transportation Improvement Plan (STIP) 2021-2026 and provide an annual 'Complete Streets Update'. The Mayor opened the Public Hearing. Josh Mattson presented a staff report and reviewed projects in the Six Year Transportation Improvement Plan (STIP). Council asked questions of staff concerning transit and sidewalk deferrals.

Councilmember Nancy Goodloe moved to Approve adoption of Resolution 2020-14 adopting the STIP for the years of 2021-2026. **Motion Approved 7-0.**

Councilmember Nancy Lillquist moved to Authorize staff to submit listed projects for funding as grant opportunities become available. **Motion Approved 7-0.**

## **9. Introduction and Adoption of Ordinances and Resolutions**

9.A. Proposed Ordinance –Traffic Code Revisions

City Engineering Services Manager, Derek Mayo, reviewed information in the staff report concerning traffic code revisions. Staff recommendation was to consider first reading of the proposed ordinance.

Councilmember Mary Morgan moved to Approve conducting first reading of Ordinance 4854 relating to Title 8 "Traffic". **Motion Approved 7-0.**

9.B. Resolution Authorizing submission of grant application to the Recreation and Conservation Office for Downtown Park Development

Parks and Recreation Director, Brad Case, reviewed the staff report and the request for adoption of the proposed resolution authorizing the City to apply for grant funding. Council asked questions regarding funding and matching funds.

Councilmember Mary Morgan moved to Approve adoption of Resolution 2020-15 authorizing the City of Ellensburg to apply for grant funding. **Motion Approved 7-0.**

## **10. Unfinished Business**

## **11. New Business**

11.A. Consideration of creating an ad hoc committee to address diversity, equity and inclusion in Ellensburg.

Mayor Tabb spoke regarding potential action by the City and Council. He suggested three areas to be considered: engaging the community; commitment to equity and diversity for the community; and as the city, how to internalize as an organization. There was discussion regarding creation of an ad hoc committee that could present suggestions for Council consideration. Mayor Tabb, and Councilmembers Lillquist and Goodloe will work together to create an ad hoc committee for Council consideration at a future meeting.

## **12. Miscellaneous**

### **12.A. Manager's Report**

City Manager Akers reviewed the Manager's Report. A request was made to set a public hearing for the July 6 Council meeting.

Councilmember David Miller moved to Approve setting a public hearing on July 6, 2020 to declare two parcels of land as surplus. **Motion Approved 7-0.**

### **12.B. Councilmember Reports**

- Councilmember Miller will attend the Landmarks and Design meeting on Tuesday;
- Councilmember Lillquist attended Recovery Funding zoom meetings and Checkerboard Partnership meetings;
- Councilmember Engel requested to show an outward expression to community members and central students;
- Councilmember Goodloe reported the Community Recovery Committee has allocated \$13,000 to approximately ten recipients and are working on coordinating a fundraiser;
- Councilmember Lamb attended the EMS Trauma Council meeting and the Arts Commission meeting, which distribution of funding was discussed;
- Mayor Tabb also reported on Arts Commission funding

## **13. Executive Session**

## **14. Adjournment**

Motion to adjourn at 9:07 pm

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**COMMUNITY DEVELOPMENT DEPARTMENT  
501 North Anderson Street, Ellensburg WA 98926**

---

**MINUTES OF ELLENSBURG CITY AFFORDABLE HOUSING COMMISSION**

**Date and Time:** Affordable Housing Commission meeting, March 4, 2020 - 4:30 p.m.

**Place of Meeting:** City Council Chambers

**Present:** Nancy Goodloe, Nathan McQuinn, Hannah Tower, Sarah Bedsaul, John Perrie, Delores Gonzalez, Charli Sorenson

**Absent:**

**Others Present:** Planning Manager, Jamey Ayling; Community Development Director Kirsten Sackett

---

**1. CALL TO ORDER**

Chairwoman Goodloe called the meeting to order at 4:30 pm.

**2. APPROVAL OF THE AGENDA**

Commissioner Perrie made a motion to approve the agenda as presented. Commissioner Gonzalez seconded. All in favor, motion passed.

**3. APPROVAL OF MINUTES**

Commissioner Tower made a motion to approve the minutes of February 5, 2020 as presented. Commissioner Perrie seconded. Sorenson noted some errors on page 2, Gonzalez noted error on page 1 of her spelling and fixing the phrase "Pascoe referred them". Perrie made a motion to approve the minutes as amended. Goodloe felt those were just scrivener's errors. First motion was fine. All in favor, motion passed.

Goodloe asked for the visitors to introduce themselves. Tom Golden, as a developer from Tacoma, was looking to develop affordable housing in Ellensburg. Just here to observe.

Dewan Palmer, board member with Habitat for Humanity. In attendance to collect notes and pass along information.

**4. NEW BUSINESS**

**a. Review Potential types of assistance**

Director Sackett introduced new planning manager Jamey Ayling

Ayling talked through his agenda report that included the revenue allocation, and list of priorities from the January meeting. He then provided more detailed information, and talked



through what the City already offers. He noted that the City already offers density bonus incentives. Nobody has taken advantage of those benefits yet, so he suggested that the commission could look at making some tweaks to what we offer.

He also mentioned cottage housing, which would be single-family units that are clustered with a common open space.

The Accessory Dwelling Unit piece is the one that is most taken advantage of. The City recently removed the parking requirement for the ADU. This is an excellent way of getting more people housed.

Another one we already offer is the Multifamily Tax Exemption. If you provide at least 4 units of multifamily you may qualify for a tax exemption for 12 years if they are affordable, and 8 years if they are rented at market rate. In response to questions from Goodloe, Ayling noted that all of the applicants so far have only qualified for the 8 year tax exemption.

In terms of what other communities are doing, he hasn't found any groundbreaking ideas out there. Some cities offer a down payment assistance program for home purchase, with certain criteria. Some of them are tailored to have loan forgiveness if they live in a home for a certain amount of time.

Covering the cost difference between market rate and affordable housing program. It would be similar to Section 8 housing, but covered through City funds.

Currently the MFTE only applies in the C-C zone. The Commission could discuss whether it would be beneficial to offer it in any other zones of the City.

Finally, tiny homes and various iterations, of whether they are smaller lots that allow tiny houses, tiny house villages, tiny houses on wheels (or not). They could consider a target population of who this would serve. Is this college students, elderly, etc.

Ayling noted that the rest of the sheet was just about providing facts.

Goodloe had a question about the tax exemptions and Ayling responded that the suggestion was to consider offering a program to provide tax exemptions to properties that are rented as affordable housing.

Bedsaul asked if this was the time for brainstorming, and Gonzalez asked for clarification on where this request came from. Sackett provided a little more background on this, stating that these options were being explored at the request of the Mayor, in an effort to provide funding outside the RFP process.

Bedsaul thinks that there should be mandatory triggers for affordable housing. She would like to see a required percentage of units have to be offered as affordable housing – inclusionary zoning. When it comes to the money, she likes the idea of “down payment assistance” but with a ceiling that is higher than 5 years. And she wonders how many people could actually be served by that, and also would be interested to find out more about HopeSource's senior assistance program. Goodloe would like to know how much rent the seniors are having to pay. If they have a more affordable place to stay they may not need assistance. Bedsaul said that she is still interested in finding ways to find the groups in the most need – seniors and small families. Also, how do we continue to hold on to the affordable housing that we already have in town? How do we find out about the investors that buy dilapidated units that

fix them up, but then raise the rates? Would like to consider a way that prevents this from happening whether the city could purchase these properties or place restrictions on the purchasers of these properties.

McQuinn agrees with Bedsaul.

Gonzalez asked if we do away with the RFP after the Community Garden Property, how the funding would be distributed. Sackett provided clarity on the idea that the AHC would still have oversight of the program. Gonzalez also asked about staffing and if we would need a new housing department at the city.

There was brief discussion about being more specific with the community garden property. Perrie said that even though he is okay with setting priorities he still wants to keep an open door. Some of the best ideas were not known in advance. He doesn't want to give people the idea that "you do this or do nothing." Bedsaul did not think the RFP process was that cumbersome.

Gonzalez keeps going back to the idea of the representatives from Seattle that spoke to the Commission a couple of years ago. She said they recommended doing one thing, and continuing to do it until you have done it well. She feels that if we haven't finished the contracts of the current projects, we need to get that complete first.

Gonzalez said another idea was to get the calendar of the State's grants and we could piggyback to have money available at the same time.

Bedsaul is still of the mindset that the commission should build up the money with a bond and make that available to the community. Gonzalez thinks that they need to have the money to entice people to apply. The applicants could show that they are trying to layer with the state. They could also put the "open call" on the calendar, and could build the open call document.

Goodloe wants a more flexible system for developers in how they can contribute to the housing stock that is affordable, through more than just an RFP. She suggested that some of the information they used in the RFP application process could be used for funding other types of projects.

The Commission doesn't initiate a project by issuing a RFP. Instead a developer initiates an idea, then proposes it to the Commission.

Gonzales thinks it should be on a calendar. Perrie thinks it should not be restricted to a certain time frame. Non-profits work well with schedules. Private developers do not work within those kinds of time frames. Bedsaul thinks if you want this fluid process to allow developers to submit proposals, you need to bond the money. Goodloe says if we go bond for money, how would we know if developers are actually going to come in with requests for affordable housing projects. So the decision has to be made. Bond or not. Gonzalez stated she did not know about the consultant that was working on the contract for affordable housing grant program, and was concerned we don't even have a complete view of what the awarded projects look like.

It's hard to focus on other ways of doing things, when they don't have any money. Bedsaul supports ways to support current affordable housing units. She thinks about offering smaller amounts of money for rehabbing, and potentially a down payment assistance program. On regulations, she wants the mandated inclusionary housing.

Goodloe suggested taking the conversation back to Mayor Tabb+. They don't feel like they can do the flexibility piece because they don't have the money. They don't want to feel like they won't be in a position to hear new ideas if they don't have money. Goodloe clarified that the City can bond at any time, but that it will take 2-3 months to get the money in hand. Sorenson said that while they are waiting for the bonding to take place, the AHC could be putting together an application package.

They asked Ayling for his thoughts. He said he is absorbing and it sounds like we are going down two tracks. One is to just look at the "sky is the limit" and figure out what options we do want to pursue.

The second track is focusing on what went right, what went wrong. He understands both tracks of thought on why to bond and when is the right timing?

Goodloe said that it sounds like more focus on inclusionary zoning, MFTE affordable housing, answers from Hope Source about the rental assistance program – how many years, what do they subsidize. Is there a partnership with Hope Source possible. Goodloe would like to know if they built affordable housing for seniors would it actually make a difference. She suggested that they have those two conversations before the next meeting. Gonzalez would like us to look at the disabled populations in addition to seniors. Get information on their rental assistance program. Where are they on the AMI scale? Goodloe also said we will get some information on when Council would like to go after the money. The amount of time it would take to get an application together is how much time it would take to get the bond. We can also get the federal grant cycle calendar. She believes the applications are due in October, so we would want to have money available in the summer, so it could be listed as matching funds.

Bedsaul asked if staff could get more details on down payment assistance programs.

#### **b. Review and Select Priorities for 2020**

Ayling mentioned in his report a list of the original priorities developed by the Affordable Housing Commission. He went on to list the priorities developed at the January ACH meeting. Ayling suggested the committee focus on two or three of the priorities that were developed and he could focus more energy exploring those specific priorities and provide more detailed information to the commission about ways to achieve the highest priorities.

#### **c. Review Revenue Allocation**

Director Sackett reminded the commission of the existing allocations for the sales tax funding - 5% administrative costs, 5% kept in reserve, 40% for operations and maintenance, and 50% used for repayment of general obligation bonds. Sackett asked the commission if they were still satisfied with these allocation figures and reminded the commission that the 50% number was the minimum for repayment of the bonds per state statute. The Commission after discussion thought those percentages didn't need to be altered.

#### **d. RFP for community Garden property.**

Goodloe stated that we would put community garden RFP on hold for next time.

### **5. STAFF UPDATE DISCUSSION ITEMS**

- a. Increasing residential building capacity grant application status  
Ayling provided the Commission with an update that staff had completed and submitted a grant application to the Department of Commerce and if awarded would allow the city funds to develop a housing action plan that would complement the housing needs assessment. Commissioners asked when we know if we were awarded any funding? Ayling stated it wasn't known when they would award the funding but once they do he would make the commission aware.
- b. Monthly Budget Report  
Director Sackett explained the one page financial report that was developed by finance director Pascoe. She offered to provide the report on a monthly basis to the Commission.
- c. ACH work plan Jan thru June 2020  
Director Sackett reminded the commission that the work plan was a fluid document and subject to change. The work plan provides a general outline to help the commission stay on track with their objectives.

## **6. CITIZEN COMMENT**

Goodloe asked if Mr. Golden had any thoughts to share on this meeting. He stated that the most detailed information is given to the bank. What the City should be requesting is a summary. It is not so much about exactly what you are paying the subs. Sackett said part of the challenge with developing the contract with the awardees is that it also involves certain proforma that must be detailed out after grant project selection.

Golden said that if Ellensburg has the capacity to bond, what he would do as a developer is still consider that and put it into the application to the bank or HUD. The funders don't need to see the money, they just need to know the pot that you are going after.

Palmer with Habitat offered some follow-up on the idea of a flexible RFP. He said there were some great ideas. If there was a bigger pot of money out there, and if they could partner, Habitat would be completely open to flexible timelines and guidelines. Would need to provide separate guidelines for private developers and non-profit organizations.

For any non-profit that has an open timeline, knowing that it would take at least 3 months to bond the money is valuable information for anyone coming in. There should be guidelines and categories. The same goes for non-profits and for private developers. As soon as you open the door, you are going to get all sorts of information, so you need some concise clarity on what you need submitted so you have a way to compare grants.

He would suggest including abandoned property, like the Knight's Inn property. All open for flexible ideas, but it needs categories – new construction, rehabbing, etc.

Goodloe said they would have some more conversations about bonding before the next meeting.

## **7. ADJOURNMENT**

Goodloe adjourned the meeting at 5:53 pm.

# UTILITY ADVISORY COMMITTEE

February 20, 2020 (3:27 pm to 4:15 pm)

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

Members Absent: Jim Goeben and Bob Johnson, no telecom items

Also Present: Ryan Lyyski, Public Works & Utility Director; Kim Caulkins, Operations Analyst; Buddy Stanavich, Power & Gas Manager; Julie Coppock, Rate Analyst; Darren Larsen, Assistant Utilities Director

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 3:27 p.m.
- II. **Roll Call.** Bob Johnson and Jim Goeben were absent due to no telecomm items.
- IV. **Approval of Minutes.** Ed Barry moved to approve the minutes. Nancy Goodloe seconded. Motion approved.
- V. **Approval of Consent Agenda.**  
**Motion #2020-02-01: *Ed Barry moved to approve the Consent Agenda. Nancy Goodloe seconded. Motion Approved.***
- VI. **Correspondence and Citizen Comments on Non-Agenda Items**  
None
- VII. **Telecommunications Utility Discussion Items**  
None
- VIII. **Electric, Natural Gas, Water, Wastewater, Stormwater Utility Discussion Items**
  - A. **Low income Eldery/Disabled citizen definition clarification.** Ryan Lyyski explained that the definition of low income disabled citizen has not been updated since 2013. The definition would be standardized for water, sewer, storm water, electric and natural gas utilities.  
  
**Motion #2020-02-02: Nancy Goodloe moved the committee make a favorable recommendation to City Council to adopt an ordinance instituting the proposed definition of Low Income Disabled. Gary Gleason seconded. Motion Approved.**
  - B. **Low income utility rate management agreement.** Darren Larsen informed the committee that HopeSource was selected through RFP 20-01 for the management of the Low Income Utility Rate Program.

**Motion #2020-01-02:** Nancy Goodloe moved the committee make a favorable recommendation from the UAC to authorize the City Manager to execute an agreement, after review and approval from the City Attorney, between the City of Ellensburg and HopeSource for management of the Low Income Utility Rate Program. *Gary Gleason seconded. Motion Approved.*

- C. **CETA Incremental Cost Methodology.** Buddy Stanavich asked the Utility Advisory Committee for input to respond to The Washington Department of Commerce regarding the incremental cost methodology. If there is a cost associated for the City to comply with the legislation, there would be a 2% rate impact. Gary Gleason mentioned that Central Washington University would be interested in partnering with the City to comply.

**The Committee advised Buddy to draft a response to Commerce and include it in the next agenda under correspondence.**

**IX. Information Only Items.**

- A. **Public Works & Utilities Issues Update.** Ryan Lyyski gave updates on sewer, water and storm. Darren Larsen gave updates on electric and gas.
- B. **Intro to the Clean Energy Transformation Act Webinar.** Julie Coppock informed the committee of a free webinar February 28, 2020.
- C. **Our Environment petition for City of Ellensburg 100% clean renewable energy.** Nancy Lillquist shared that Our Environment submitted a petition to City Council proposing the City of Ellensburg be 100% renewable energy by 2035 at the latest. The Council will be discussing how to respond to Our Environment at the Council retreat March 13<sup>th</sup>.

**X. Next Meeting Date.** March 19th, 2020 at 3:30 pm in Council Conference room.

**XI. Adjournment.** With no further discussion, the meeting adjourned at 4:15 p.m.

Respectfully submitted,  
Kim Caulkins  
Recording Secretary  
*Drafted: 2/21/2020*  
*Approved: 6/18/2020*



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** July 6, 2020

**Item Title/Agenda Subject:** Traffic Impact Fee – Annual Report

**Submitted by:** Derek Mayo Public Works & Utilities

**Recommended Action or Motion:** The traffic impact fee report is for Council's information and there is no action required. Programming of the traffic impact fee funds typically occur in conjunction with the City's annual six-year transportation improvement program, and annual budget process.

**Background/Summary:** The City adopted the traffic impact fee ordinance on March 15, 2009. The ordinance requires the Finance Director to annually report on the impact fee fund showing the source and amount of all monies collected, earned, or received, and the system improvements financed in whole or in part by impact fees. The Public Works & Utilities Director is to report on the amount of traffic impact fees not collected as a result of the ordinance provision providing for fee reductions. The ordinance allows a 50% fee reduction for commercial and industrial zoned properties, and a 100% credit for properties located in the Central Commercial (CC) zone.

**Previous Council Action:** N/A

**Analysis:** Attached for Council's information is a spreadsheet of traffic impact fees billed during 2019. The total amount of impact fee permits collected in 2019 was \$361,761.04. Total fee reductions for commercial and industrial zoned property/projects, as well as projects located within the CC zone, was \$133,494.69 with the sum of these fee reductions from 2009 through 2018 totaling \$1,019,590.35. Staff has been successful in obtaining grant and other funding to offset these exemptions, as confirmed in the 2018 Traffic Impact Fee Update. Staff will continue to pursue additional funding sources as they become available.

The amount of \$8,347.02 was expended in 2019 from the administrative portion of the fee. The amount of \$1,768,000.00

for the capital improvement component of the fee has been expended since inception of the ordinance.

**Financial Impact:** This report is for informational purposes only.

**Attachments:**  
[2019 Traffic Impact Fee Collection Report](#)



**TRAFFIC IMPACT FEES 2019**

|     | Date       |                             | Site                    | Official | Total       | Impact        | Administration |            | Date      | Invoice       | Receipt     | Date  | Comments/Project                                      |
|-----|------------|-----------------------------|-------------------------|----------|-------------|---------------|----------------|------------|-----------|---------------|-------------|-------|-------------------------------------------------------|
|     | Submitted  | Payer                       | Address                 | Zone     | Impact Fee  | Fee Billed ** | Fee (5%)       | Total      | Collected | Number        | Number      | Spent | Spent On                                              |
| 1   | 1/7/2019   | Steve Currie                | 1500 E Vantage Hwy      | R-O      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | Demo house keep garage/shop                           |
| 2   | 1/9/2019   | Knudson Lumber              | 1791 Vantage Hwy        | CH       | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | Open air storage racks - no gross floor area increase |
| 3   | 1/18/2019  | Ken Davis                   | 800 S Pearl St          | CC-II    | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | Interior remodel                                      |
| 4   | 2/5/2019   | Jim Libenow                 | 111 W Helena Ave        | R-M      | \$2,034.28  | \$2,034.28    | \$101.72       | \$2,136.00 | 4/4/2019  | 431182/3      | CD19-00121  |       | new duplex                                            |
| 5   | 2/6/2019   | Kittitas PUD                | 1400 Vantage Hwy        | PR       | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | interior storage loft in shop                         |
| 6   | 2/6/2019   | Hotel Windrow               | 502 N Main St           | C-C      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | restaurant kitchen for hotel windrow                  |
| 7   | 2/6/2019   | Sharon Cowdery              | 403 N Sampson St        | R-O      | \$1,017.14  | \$1,017.14    | \$50.86        | \$1,068.00 | 2/27/2019 | 427356/57     | CD19-00071  |       | new ADU                                               |
| 8   | 2/6/2019   | Candice Warren              | 1101 E Umptanum Rd #501 | MHP      | \$1,072.38  | \$1,072.38    | \$53.62        | \$1,126.00 | 2/14/2019 | 426152/53     | CD19-00045  |       | new SFD                                               |
| 9   | 2/25/2019  | CWU                         | 501 E 10th Ave          | PR       | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | Demo Hertz Hall 52,581sf                              |
| 10  | 2/27/2019  | Milt Johnston               | 1401 N Water St         | R-L      | \$5,085.71  | \$5,085.71    | \$254.29       | \$5,340.00 | 3/8/2019  | 428197/98     | CD19-00083  |       | 9 new units replacing 4 old units                     |
| 11  | 2/28/2019  | Richardson Property         | 1331 W University Way   | C-H      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | Demo canopy over fuel island                          |
| 12  | 2/28/2019  | Palmer Brown                | 204 E 28th Ave          | R-S      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | rear deck at existing home                            |
| 13  | 2/28/2019  | Town & Country              | 2511 N Dandelion Ln     | R-S      | \$1,799.00  | \$1,799.00    | \$90.00        | \$1,889.00 | 4/17/2019 | 432378/9      | CD19-00146  |       | New SFD                                               |
| 14  | 3/7/2019   | Sue Schwab                  | 1306 Skyline Dr         | R-L      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | interior remodel                                      |
| 15  | 3/13/2019  | Robert Kennedy              | 1009 N Main St          | R-L      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | Carport                                               |
| 16  | 3/22/2019  | Tyler Glahn                 | 2304 N Landon Ln        | R-S      | \$1,799.00  | \$1,799.00    | \$90.00        | \$1,889.00 | 3/26/2019 | 430154/5      | CD19-00110  |       | New SFD                                               |
| 17  | 3/22/2019  | Tyler Glahn                 | 2307 N Landon Ln        | R-S      | \$1,799.00  | \$1,799.00    | \$90.00        | \$1,889.00 | 3/26/2019 | 430154/5      | CD19-00112  |       | New SFD                                               |
| 18  | 3/22/2019  | Tyler Glahn                 | 2308 N Landon Ln        | R-S      | \$1,799.00  | \$1,799.00    | \$90.00        | \$1,889.00 | 3/26/2019 | 430154/5      | CD19-00111  |       | New SFD                                               |
| 19  | 3/22/2019  | Rich Elliott                | 1215 E Seattle Ave      | R-S      | \$1,799.00  | \$1,799.00    | \$90.00        | \$1,889.00 | 3/22/2019 | 429956/58     | CD19-00105  |       | New SFD                                               |
| 20  | 3/22/2019  | Casey Kelley                | 707 N Main St           | C-C      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | interior remodel of tenant space                      |
| 21  | 3/22/2019  | Ken Davis                   | 800 S Pearl St #1       | CC-II    | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | interior remodel of tenant space                      |
| 22  | 3/22/2019  | City Police                 | 100 N Pearl St          | PR       | \$3,634.00  | \$3,634.00    | \$181.70       | \$3,815.70 | 4/5/2019  | INTER DEPT    | CD19-00124  |       | 2 trips for new shooting range                        |
| 23  | 4/5/2019   | KVH                         | 100 E Jackson Ave       | CC-II    | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | interior remodel to suit medical clinic               |
| 24  | 4/5/2019   | ElmView                     | 204 E 6th Ave           | CC       | \$363.40    | \$0.00        | \$18.17        | \$0.00     | X         | X             | X           | X     | 200sf office addition                                 |
| 25  | 4/5/2019   | PUD                         | 1400 E Vantage Hwy      | PR       | \$1,221.02  | \$1,221.02    | \$61.06        | \$1,282.08 | 4/12/2019 | 431507/8      | CD19-00131  |       | 672sf portable office space                           |
| 26  | 4/5/2019   | Mike Moreland               | 909 E 8th Ave           | R-O      | \$1,017.14  | \$1,017.14    | \$50.86        | \$1,068.00 | 5/3/2019  | 434051/2      | CD19-00176  |       | new ADU                                               |
| 27  | 4/5/2019   | Mike Hougardy               | 801 E Washington Ave    | R-L      | \$1,017.14  | \$1,017.14    | \$50.86        | \$1,068.00 | 5/24/2019 | 436374/5      | CD19-00222  |       | new ADU                                               |
| 28  | 4/5/2019   | Virgil Thovson              | 118 E Bender Rd         | R-S      | \$1,799.00  | \$1,799.00    | \$90.00        | \$1,889.00 | 4/23/2019 | 432981/2      | CD19-00159  |       | New SFD                                               |
| 29  | 4/5/2019   | Lathrop Dev                 | 214 E Stanford Ave      | R-S      | \$1,799.00  | \$1,799.00    | \$90.00        | \$1,889.00 | 4/30/2019 | 433430/1      | CD19-00169  |       | New SFD                                               |
| 30  | 4/18/2019  | Jadranka Allilovic          | 407 N Sampson St        | R-O      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | Foundation Repair                                     |
| 31  | 4/18/2019  | Alan Crankovich             | 1314 E Radio Rd         | R-L      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | rear deck at existing home                            |
| 32  | 4/18/2019  | David Fiske                 | 108 N Sampson St        | R-M      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | interior remodel and addition to existing home        |
| 33  | 4/18/2019  | John Raymond                | 405 E 2nd Ave           | R-O      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | interior remodel and addition to existing home        |
| 34  | 4/23/2019  | Arllys Selstead             | 1100 S Rosewood Dr #406 | MHP      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | covered rear porch                                    |
| 35  | 5/29/2019  | Todd Munson                 | 2410 W Dolarway Rd      | C-T      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | House Demo                                            |
| 36  | 5/29/2019  | Tom Watkins                 | 1601 Sparrow Knoll Ave  | R-S      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | rear porch addition                                   |
| 37  | 5/29/2019  | Brian Maglietti             | 406 S Ruby St           | R-M      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | replace carport                                       |
| 38  | 5/29/2019  | Roger Hudson                | 1003 Canyon Rd          | C-H      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | replace roof and interior work                        |
| 39  | 5/29/2019  | Fred Redmon                 | 806 N B St              | R-L      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | interior remodel                                      |
| 40  | 5/29/2019  | Dale Sherman                | 116 E 4th Ave           | C-C      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | Interior remodel of existng building for apartments   |
| 41  | 5/29/2019  | Kevin Breinholt             | 117 E 26th Ave          | R-S      | \$1,799.00  | \$1,799.00    | \$90.00        | \$1,889.00 | 6/18/2019 | 439063/439064 | CD19-00272  |       | New SFD                                               |
| 42  | 5/29/2019  | Ed Teders                   | 121 E 26th Ave          | R-S      | \$1,799.00  | \$1,799.00    | \$90.00        | \$1,889.00 | 5/31/2019 | 437376/437377 | CD19-00232  |       | New SFD                                               |
| 43  | 5/29/2019  | Ed Teders                   | 121 E 26th Ave #2       | R-S      | \$1,017.14  | \$1,017.14    | \$50.86        | \$1,068.00 | 5/31/2019 | 437376/437377 | CD19-00232  |       | new ADU                                               |
| 44  | 5/29/2019  | Tyler Glahn                 | 2403 N Landon Ln        | R-S      | \$1,799.00  | \$1,799.00    | \$90.00        | \$1,889.00 | 5/31/2019 | 437376/437377 | CD19-00239  |       | New SFD                                               |
| 45  | 5/29/2019  | Tyler Glahn                 | 2404 N Landon Ln        | R-S      | \$1,799.00  | \$1,799.00    | \$90.00        | \$1,889.00 | 5/31/2019 | 437376/437377 | CD19-00240  |       | New SFD                                               |
| 46  | 5/29/2019  | Tyler Glahn                 | 2401 N Landon Ln        | R-S      | \$1,799.00  | \$1,799.00    | \$90.00        | \$1,889.00 | 5/31/2019 | 437376/437377 | CD19-00236  |       | New SFD                                               |
| 47  | 5/29/2019  | Tyler Glahn                 | 2400 N Landon Ln        | R-S      | \$1,799.00  | \$1,799.00    | \$90.00        | \$1,889.00 | 5/31/2019 | 437376/437377 | CD19-00237  |       | New SFD                                               |
| 48  | 5/29/2019  | Tyler Glahn                 | 2402 N Landon Ln        | R-S      | \$1,799.00  | \$1,799.00    | \$90.00        | \$1,889.00 | 5/31/2019 | 437376/437377 | CD19-00238  |       | New SFD                                               |
| 49  | 5/29/2019  | Tyler Glahn                 | 2405 N Landon Ln        | R-S      | \$1,799.00  | \$1,799.00    | \$90.00        | \$1,889.00 | 5/31/2019 | 437376/437377 | CD19-00241  |       | New SFD                                               |
| 50  | 5/29/2019  | Jim Libenow                 | 113 W Helena Ave        | R-M      | \$2,034.28  | \$2,034.28    | \$101.72       | \$2,136.00 | 5/6/2019  | 434150/434151 | CD19-00183  |       | new duplex                                            |
| 51  | 5/29/2019  | Jim Libenow                 | 115 W Helena Ave        | R-M      | \$2,034.28  | \$2,034.28    | \$101.72       | \$2,136.00 | 7/19/2019 | 443067/443068 | CD-19-0307  |       | new duplex                                            |
| 52  | 6/6/2019   | Center Investments          | 409 S Main St           | CC-II    | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | Interior remodel                                      |
| 53  | 6/6/2019   | CHCW                        | 521 E Mt View Ave       | R-O      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | Interior remodel                                      |
| 54  | 6/11/2019  | Shelby Hageman              | 114 E Bender Rd         | R-S      | \$1,799.00  | \$1,799.00    | \$90.00        | \$1,889.00 | 5/30/2019 | 436944/436945 | CD19-00229  |       | New SFD                                               |
| 55  | 6/11/2019  | Lathrop Dev                 | 300 E Stanford Ave      | R-S      | \$1,799.00  | \$1,799.00    | \$90.00        | \$1,889.00 | 6/18/2019 | 439063/439064 | CD19-00271  |       | New SFD                                               |
| 56  | 6/13/2019  | MidState Co-Op              | 412 W 2nd Ave           | I-H      | \$12,077.10 | \$5,891.27    | \$147.28       | \$6,038.55 | 6/26/2019 | 440135/440138 | CD19-00280  |       | New 9450sf Fertilizer Plant                           |
| 57  | 6/13/2019  | Luis Barrera                | 105 N Elliott St        | R-L      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | new roof and trusses                                  |
| 58  | 6/20/2019  | Sharon Cowdery              | 401 N Sampson St        | R-O      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | Demo house                                            |
| 59A | 6/28/2019  | Jeff Greear                 | 1410 W Dolarway Rd      | I-L      | \$4,124.50  | \$2,011.95    | \$50.30        | \$2,062.25 | 7/12/2019 | 442000/441996 | CD19-00300  |       | new warehouse                                         |
| 59B | 10/17/2019 | Jeff Greear                 | 1410 W Dolarway Rd #2   | I-L      | \$2,233.54  | \$1,089.53    | \$27.24        | \$1,116.77 | 7/12/2019 | 442000/441996 | CD-19-00486 |       | office space in warehouse                             |
| 60  | 7/2/2019   | Ellensburg Christian School | 403 S Anderson St       | R-M      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | Interior remodel                                      |
| 61  | 7/2/2019   | Robert Misenaar             | 401 W Illinois Ave      | R-S      | \$1,017.14  | \$1,017.14    | \$50.86        | \$1,068.00 | 7/3/2019  | 441050/441051 | CD19-00292  |       | new ADU                                               |
| 62  | 7/2/2019   | Mark Chmielewski            | 801 E Manitoba Ave      | R-L      | \$0.00      | \$0.00        | \$0.00         | \$0.00     | X         | X             | X           | X     | Interior remodel                                      |

## TRAFFIC IMPACT FEES 2019

|                                                                                              | Date       |                            | Site                     | Official | Total        | Impact                                                                         | Administration |              | Date               | Invoice       | Receipt    | Date  | Comments/Project                                     |
|----------------------------------------------------------------------------------------------|------------|----------------------------|--------------------------|----------|--------------|--------------------------------------------------------------------------------|----------------|--------------|--------------------|---------------|------------|-------|------------------------------------------------------|
|                                                                                              | Submitted  | Payer                      | Address                  | Zone     | Impact Fee   | Fee Billed **                                                                  | Fee (5%)       | Total        | Collected          | Number        | Number     | Spent | Spent On                                             |
| 63                                                                                           | 7/5/2019   | Dave & Theresa Roumonada   | 1011 E 3rd Ave           | R-L      | \$0.00       | \$0.00                                                                         | \$0.00         | \$0.00       | X                  | X             | X          | X     | new carport                                          |
| 64                                                                                           | 7/5/2019   | Calvary Baptist Church     | 505 N Pine St            | C-C      | \$0.00       | \$0.00                                                                         | \$0.00         | \$0.00       | X                  | X             | X          | X     | Interior wall removal and redesign                   |
| 65                                                                                           | 7/5/2019   | Carolyn & Lee Honeycutt    | 404 S Pine St            | R-M      | \$0.00       | \$0.00                                                                         | \$0.00         | \$0.00       | X                  | X             | X          | X     | Demo deck, build new sunroom                         |
| 66                                                                                           | 7/5/2019   | Andrew J. Hall             | 1509 N Bluegrass Ln      | R-S      | \$0.00       | \$0.00                                                                         | \$0.00         | \$0.00       | X                  | X             | X          | X     | New ADU                                              |
| 67                                                                                           | 7/5/2019   | Andrew & Nancy Nash        | 1002 E Capitol Ave       | R-L      | \$1,017.14   | \$1,017.14                                                                     | \$50.86        | \$1,068.00   | 7/29/2019          | 443834/443835 | CD19-00319 |       | Convert existing shop into ADU                       |
| 68                                                                                           | 7/11/2019  | Alex & Angelica Hamlin     | 216 N Elliot St          | R-L      | \$1,799.00   | \$1,799.00                                                                     | \$90.00        | \$1,889.00   | 9/27/2019          | 450221/450222 | CD19-00442 |       | New SFD                                              |
| 69                                                                                           | 7/11/2019  | Alex & Angelica Hamlin     | 216 N Elliot St          | R-L      | \$1,017.14   | \$1,017.14                                                                     | \$50.86        | \$1,068.00   | 9/27/2019          | 450221/45022  | CD19-00442 |       | new ADU                                              |
| 70                                                                                           | 7/11/2019  | David Lathrop              | 100 E Stanford Ave       | R-S      | \$1,799.00   | \$1,799.00                                                                     | \$90.00        | \$1,889.00   | 7/17/2019          | 442891/442892 | CD19-00303 |       | New SFD                                              |
| 71                                                                                           | 7/23/2019  | KVFR                       | 2020 Vantage Hwy         | R-S      | \$1,526.29   | \$1,526.29                                                                     | \$76.31        | \$1,602.60   | 7/29/2019          | 443834/443835 | CD19-00318 |       | expand existing fire station                         |
| 72                                                                                           | 7/25/2019  | Michael Richardson         | 1219 E Seattle Ave       | R-S      | \$1,889.00   | \$1,799.00                                                                     | \$90.00        | \$1,889.00   | 7/30/2019          | 443956/443957 | CD19-00323 |       | New SFD                                              |
| 73                                                                                           | 7/25/2019  | Richard & Judith Mackie    | 900 Bull Rd              | R-L      | \$0.00       | \$0.00                                                                         | \$0.00         | \$0.00       | X                  | X             | X          | X     | New Garage                                           |
| 74                                                                                           | 7/25/2019  | Lathrop Dev                | 301 E Stanford           | R-S      | \$1,889.00   | \$1,799.00                                                                     | \$90.00        | \$1,889.00   | 8/2/2019           | 444471/444477 | CD19-00329 |       | New SFD                                              |
| 75                                                                                           | 8/21/2019  | Andrew & Karen Schock      | 506 N Walnut St          | R-M      | \$0.00       | \$0.00                                                                         | \$0.00         | \$0.00       | X                  | X             | X          | X     | New Garage                                           |
| 76                                                                                           | 8/21/2019  | Donald Tarbert             | 510 E Manitoba Ave       | R-O      | \$0.00       | \$0.00                                                                         | \$0.00         | \$0.00       | X                  | X             | X          | X     | Remodeling existing porch and constructing new roof  |
| 77                                                                                           | 8/21/2019  | Lathrop Dev                | 2901 N Yale Ct           | R-S      | \$1,889.00   | \$1,799.00                                                                     | \$90.00        | \$1,889.00   | 8/23/2019          | 446702/446698 | CD19-00370 |       | New SFD                                              |
| 78                                                                                           | 8/21/2019  | Lathrop Dev                | 213 E Stanford Ave       | R-S      | \$1,889.00   | \$1,799.00                                                                     | \$90.00        | \$1,889.00   | 9/6/2019           | 448105/448106 | CD19-00393 |       | New SFD                                              |
| 79                                                                                           | 8/22/2019  | Town & Country             | 2410 N Alder St, Unit 9  | R-S      | \$1,068.00   | \$1,017.14                                                                     | \$50.86        | \$1,068.00   | 10/8/2019          | 451273/451275 | CD19-00466 |       | New Condo                                            |
| 80                                                                                           | 8/22/2019  | Town & Country             | 2410 N Alder St, Unit 7  | R-S      | \$1,068.00   | \$1,017.14                                                                     | \$50.86        | \$1,068.00   | 9/9/2019           | 448141/448142 | CD19-00399 |       | New Condo                                            |
| 81                                                                                           | 8/22/2019  | Pilot Travel Center        | 1307 N Dolarway Rd       | C-T      | \$80,129.70  | \$39,087.66                                                                    | \$977.19       | \$40,064.85  | 8/30/2019          | 447103/447104 | CD19-00378 |       | new pilot truck center                               |
| 82                                                                                           | 8/26/2019  | Toby & Jaymi Williams      | 1120 E 4th St #1         | R-L      | \$1,889.00   | \$1,799.00                                                                     | \$90.00        | \$1,889.00   | 9/18/2019          | 449656/449657 | CD19-00421 |       | New SFD                                              |
| 83                                                                                           | 8/26/2019  | Toby & Jaymi Williams      | 1120 E 4th St #2         | R-L      | \$1,068.00   | \$1,017.14                                                                     | \$50.86        | \$1,068.00   | 9/18/2019          | 449656/449657 | CD19-00422 |       | New ADU                                              |
| 84                                                                                           | 8/28/2019  | Marco Baldovinos           | 403 W 14th Ave #1        | R-L      | \$1,068.00   | \$1,017.14                                                                     | \$50.86        | \$1,068.00   | 10/4/2019          | 450868/450869 | CD19-00458 |       | New ADU                                              |
| 85                                                                                           | 8/28/2019  | Mercer Creek Church        | 1407 N B St              | R-M      | \$0.00       | \$0.00                                                                         | \$0.00         | \$0.00       | X                  | X             | X          | X     | Interior Remodel                                     |
| 86                                                                                           | 9/5/2019   | Marc Laush                 | 1309 N Delphine St       | R-L      | \$0.00       | \$0.00                                                                         | \$0.00         | \$0.00       | X                  | X             | X          | X     | Master bedroom and bath addition                     |
| 87                                                                                           | 9/5/2019   | Israel Perez               | 609 S Pearl St           | CC-II    | \$0.00       | \$0.00                                                                         | \$0.00         | \$0.00       | X                  | X             | X          | X     | New addition: front porch, back porch & living space |
| 88                                                                                           | 9/9/2019   | Jeff Greear                | 1410 W Dolarway Rd       | I-L      | \$10,683.96  | \$5,211.69                                                                     | \$130.29       | \$5,341.98   | 9/20/2019          | 449826/449828 | CD19-00424 |       | new warehouse #1                                     |
| 89                                                                                           | 9/9/2019   | Jeff Greear                | 1410 W Dolarway Rd       | I-L      | \$4,254.50   | \$2,075.37                                                                     | \$51.88        | \$2,127.25   | 9/20/2019          | 449826/449828 | CD19-00425 |       | new warehouse #4                                     |
| 90                                                                                           | 9/16/2019  | Dhinman Corp               | 1608 Hwy 97              | C-T      | \$1,817.00   | \$930.66                                                                       | \$23.27        | \$953.93     | 11/4/2019          | 454541/454542 | CD19-00511 |       | new wash bay at Cascade Truck Wash                   |
| 91                                                                                           | 9/18/2019  | Bryan & Sierra Elliott     | 1213 E Seattle Ave       | R-S      | \$1,889.00   | \$1,799.00                                                                     | \$90.00        | \$1,889.00   | 10/3/2019          | 450813/450814 | CD19-00451 |       | New SFD                                              |
| 92                                                                                           | 9/18/2019  | JWA Investments LLC        | 903 W 5th Ave            | I-L      | \$0.00       | \$0.00                                                                         | \$0.00         | \$0.00       | X                  | X             | X          | X     | Detached Bedroom                                     |
| 93                                                                                           | 9/18/2019  | Candice Warren             | 1101 E Umtanum Rd #911   | MHP      | \$1,126.00   | \$1,072.38                                                                     | \$53.62        | \$1,126.00   | 9/25/219           | 450076/450077 | CD19-00438 |       | New SFD                                              |
| 94                                                                                           | 9/18/2019  | Lathrop Dev                | 2900 N Yale Ct.          | R-S      | \$1,889.00   | \$1,799.00                                                                     | \$90.00        | \$1,889.00   | 9/30/2019          | 450520/450521 | CD19-00447 |       | New SFD                                              |
| 95                                                                                           | 9/19/2019  | Marriott Hotel             | 1709 S Opportunity St    | C-H      | \$125,918.10 | \$61,423.46                                                                    | \$1,536.03     | \$62,959.49  | 1/8/2020           | 460962/460963 | CD20-0009  |       | new 110 room hotel                                   |
| 96                                                                                           | 9/19/2019  | Silver Fir Construction    | 917 Chamith Ln           | R-S      | \$0.00       | \$0.00                                                                         | \$0.00         | \$0.00       | X                  | X             | X          | X     | Interior Remodel                                     |
| 97                                                                                           | 9/19/2019  | Hayday Bake & Brew         | 215 W 3rd Ave            | CC-II    | \$0.00       | \$0.00                                                                         | \$0.00         | \$0.00       | X                  | X             | X          | X     | Interior Remodel                                     |
| 98                                                                                           | 9/24/2019  | Keith Rixinger             | 500 E Mt.View Ave        | C-N      | \$10,302.40  | \$5,025.56                                                                     | \$125.64       | \$5,151.20   | 12/23/2019         |               | CD19-00583 |       | new office building 3,160sf                          |
| 99A                                                                                          | 9/30/2019  | Spurling Court             | 1204 & 1205 N Rainier St | R-M      | \$48,822.86  | \$48,822.86                                                                    | \$2,441.14     | \$51,264.00  | 1/2 Collected 2019 |               |            |       | 48 new low income units                              |
| 99B                                                                                          | 9/30/2019  | Spurling Court             | 1204 & 1205 N Rainier St | R-M      | \$1,017.14   | \$1,017.14                                                                     | \$50.86        | \$1,068.00   |                    |               |            |       | 1 new unit                                           |
| 100                                                                                          | 10/1/2019  | Joe Hoctor                 | 906 W 15th Ave           | R-L      | \$0.00       | \$0.00                                                                         | \$0.00         | \$0.00       | X                  | X             | X          | X     | Demolition of SFD                                    |
| 101                                                                                          | 10/10/2019 | CWU - Health Sciences      | 400 E University Way     | PR       | \$62,969.00  | \$59,961.00                                                                    | \$2,998.05     | \$62,959.05  | 11/25/2019         | 456765/456766 | CD19-00553 |       | New Health Sciences Building                         |
| 102                                                                                          | 10/17/2019 | Lathrop Dev                | 208 E Stanford Ave       | R-S      | \$1,899.00   | \$1,799.00                                                                     | \$90.00        | \$1,889.00   | 11/4/2019          | 454532/454533 | CD19-00512 |       | New SFD                                              |
| 103                                                                                          | 10/17/2019 | Andrew & Sarah Dimare      | 1024 E Capital Ave       | R-S      | \$1,899.00   | \$1,799.00                                                                     | \$90.00        | \$1,889.00   | 11/14/2019         | 455277/455278 | CD19-00535 |       | New SFD                                              |
| 104                                                                                          | 10/17/2019 | Sharon Coderdy             | 403 N Sampson St #1      | R-O      | \$0.00       | \$0.00                                                                         | \$0.00         | \$0.00       | X                  | X             | X          | X     | SFD Demo & Rebuild                                   |
| 105                                                                                          | 10/29/2019 | Matt Stalder               | 2249 N Airport RD        | R-H      | \$15,989.60  | \$15,989.60                                                                    | \$799.48       | \$16,789.08  |                    |               |            |       | 20 new units                                         |
| 106                                                                                          | 10/31/2019 | Tyler Glahn                | 407 N Water St           | CC       | \$12,791.68  | \$12,791.68                                                                    | \$639.58       | \$13,431.26  |                    |               |            |       | 16 new units                                         |
| 107                                                                                          | 11/6/2019  | Walter Busch & Jim Goeben  | 1002 N C St              | R-L      | \$1,068.00   | \$1,017.14                                                                     | \$50.86        | \$1,068.00   | 11/19/2019         | 455973/455974 | CD19-00542 |       | Convert "sleeping cabin" to ADU                      |
| 108                                                                                          | 11/7/2019  | Jim Libenow                | 115 W Helena Ave #3      | R-M      | \$1,068.00   | \$1,017.14                                                                     | \$50.86        | \$1,068.00   |                    |               |            |       | new sfd on multifamily lot                           |
| 109                                                                                          | 11/13/2019 | John MacRae                | 305 N Sprague St         | CC       | \$0.00       | \$0.00                                                                         | \$0.00         | \$0.00       | X                  | X             | X          | X     | SFD & Shed Demo                                      |
| 110                                                                                          | 11/21/2019 | John Winn                  | 608 N Pacific St         | I-L      | \$0.00       | \$0.00                                                                         | \$0.00         | \$0.00       | X                  | X             | X          | X     | Demolition of SFD                                    |
| 111                                                                                          | 11/27/2019 | Charles & Cassandra Gillis | 116 E Bender Road #1     | RS       | \$1,889.00   | \$1,799.00                                                                     | \$90.00        | \$1,889.00   | 1/16/2020          |               | CD20-00022 |       | SFD and Garage                                       |
| 112                                                                                          | 11/27/2019 | Charles & Cassandra Gillis | 116 E Bender Road #2     | RS       | \$1,068.00   | \$1,017.14                                                                     | \$50.86        | \$1,068.00   |                    |               |            |       | ADU above Garage                                     |
| * Total fees collected after code section 14.04.175 applied                                  |            |                            |                          |          |              |                                                                                |                |              |                    |               |            |       |                                                      |
| ** Note: fees billed - building permit possibly not issued; therefore fee not collected yet. |            |                            |                          |          |              |                                                                                |                |              |                    |               |            |       |                                                      |
| X - Represents no invoice or receipt number                                                  |            |                            |                          |          |              |                                                                                |                |              |                    |               |            |       |                                                      |
|                                                                                              |            |                            |                          |          | \$480,949.70 | \$347,455.01                                                                   | \$14,324.20    | \$361,761.04 |                    |               |            |       |                                                      |
|                                                                                              |            |                            |                          |          | \$133,494.69 | Difference of what was not collected as a result of fee reduction - 14.04.175. |                |              |                    |               |            |       |                                                      |

**TRAFFIC IMPACT FEES 2019**

| Date<br>Submitted | Payer | Site<br>Address | Official<br>Zone | Total<br>Impact Fee | Impact<br>Fee Billed ** | Administration<br>Fee (5%) | Total                     | Date<br>Collected                                       | Invoice<br>Number | Receipt<br>Number | Date<br>Spent | Comments/Project<br>Spent On |
|-------------------|-------|-----------------|------------------|---------------------|-------------------------|----------------------------|---------------------------|---------------------------------------------------------|-------------------|-------------------|---------------|------------------------------|
|                   |       |                 |                  |                     |                         |                            |                           |                                                         |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | \$ 361,761.04             | 2019 TIF permits thru December 31, 2019                 |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | \$ (25,632.00)            | 1/2 of Spurling Court TIF, <b>NOT</b> collected in 2019 |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | <del>\$ (98,272.83)</del> | 2019 TIFs not collected thru December 31, 2019          |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | <b>\$ 237,856.21</b>      | Subtotal fees collected in 2019                         |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | \$ 1,846.00               | 2017 TIFs collected in 2019                             |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | \$ 6,735.01               | 2018 TIFs collected in 2019                             |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | \$ (757.00)               | Refund Candice Warren - Over payment 2016               |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | \$ (0.08)                 | Over Refunded                                           |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | \$ 0.06                   | Error in permit amount vs collected amount              |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | <b>\$ 245,680.20</b>      | <b>Total fees collected in 2019</b>                     |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | \$ 36,042.24              | 2019 Interest                                           |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | <b>\$ 281,722.44</b>      | <b>2019 Income</b>                                      |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | \$ (1,307,064.97)         | 2019 Expenditures                                       |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | <b>\$ (1,025,342.53)</b>  | <b>TOTAL 2019</b>                                       |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | \$ 1,731,958.35           | 2019 Beginning Operating Cash Balance                   |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | \$ 249,963.54             | 2019 Beginning Investment Cash Balance                  |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | <b>\$ 956,579.36</b>      | 2019 Ending Cash Balance                                |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | \$ 3,136.82               | Accounts Payable                                        |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | <b>\$ 959,716.18</b>      |                                                         |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | \$ 959,716.18             | 2019 Ending Cash Balance per GP                         |                   |                   |               |                              |
|                   |       |                 |                  |                     |                         |                            | <b>\$ -</b>               | Difference                                              |                   |                   |               |                              |



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** July 6, 2020

**Item Title/Agenda Subject:** Project Acceptance - Bid Call 2020-01 Award Bid - Manufacture, Supply and Delivery of Aggregate for Bituminous Surface Treatment (BST)

**Submitted by:** Rod Paul Public Works & Utilities

**Recommended Action or Motion:** Staff recommends Council accept Bid Call 2020-01 as complete.

**Background/Summary:** The city awarded the contract to Ellensburg Cement Products, Inc. for 1,750 Tons of 3/8" – No.10 Aggregate to be used as a wearing surface for the Street Division's Annual Chipseal (BST) project.

Aggregate for the 2020 City of Ellensburg Annual Chipseal project has been manufactured, tested for acceptance, and delivered. Staff is recommending Council accept the project as complete.

**Previous Council Action:** Council awarded Bid Call 2020-01 to Ellensburg Cement Products, Inc. at Council's March 16, 2020 meeting. The original contract was \$38,852.63.

**Analysis:** Aggregate for the 2020 City of Ellensburg Annual Chipseal project has been manufactured, tested for acceptance, and delivered. The final contract amount was \$38,605.41.

**Financial Impact:** Work on the project is complete with a final cost in the amount of \$38,605.41. Funding was included in the 2020 Street Division budget.



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** July 6, 2020

**Item Title/Agenda Subject:** 2019 City of Ellensburg Annual Financial Statement Report

**Submitted by:** Holly Conti Finance Department

**Recommended Action or Motion:** Approve the 2019 Annual Financial Statement Report

**Background/Summary:** The Office of the Washington State Auditor provides a Cash Basis Financial Statement Review Checklist. This checklist was updated and available for use early 2020. Included in the updated checklist is question 55 - Have the financial staff reviewed the annual financial report with the governing body and sought its approval? Additionally, the Auditor's Office lists the following as a best practice. "Presentation to the governing body or other means of allowing the board of directors the opportunity to review or accept the financial statements, and notes allows the governing body to carry out its role of overseeing financial reporting."

The 2019 Annual Financial Statement reports were completed and submitted to the State Auditor's Office (SAO) prior to the May 29, 2020 original filing statement deadline.

**Previous Council Action:** None.

**Analysis:** The City of Ellensburg upholds the City Statement of Values for fiscal accountability, partially by following the Office of the Washington State Auditor's guidance and recommendations.

**Financial Impact:** None

**Attachments:**

[C4](#)

[C5](#)

[Financial Statement Notes](#)

[Schedule 09](#)

[Schedule 15](#)

[Schedule 16](#)

[Schedule 16 notes](#)

**City of Ellensburg**  
**Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2019**

|                                                     |                                     | <b>Total for All<br/>Funds<br/>(Memo Only)</b> | <b>001 GENERAL<br/>FUND</b> | <b>120 STREET<br/>FUND</b> | <b>125 TRAFFIC<br/>IMPACT FEES</b> |
|-----------------------------------------------------|-------------------------------------|------------------------------------------------|-----------------------------|----------------------------|------------------------------------|
| <b>Beginning Cash and Investments</b>               |                                     |                                                |                             |                            |                                    |
| 30810                                               | Reserved                            | 10,777,598                                     | 942,358                     | -                          | 1,981,922                          |
| 30880                                               | Unreserved                          | 33,858,245                                     | 6,442,420                   | 1,879,338                  | -                                  |
| 388 / 588                                           | Net Adjustments                     | -                                              | -                           | -                          | -                                  |
| <b>Revenues</b>                                     |                                     |                                                |                             |                            |                                    |
| 310                                                 | Taxes                               | 16,257,149                                     | 12,079,814                  | -                          | -                                  |
| 320                                                 | Licenses and Permits                | 789,543                                        | 782,414                     | 7,129                      | -                                  |
| 330                                                 | Intergovernmental Revenues          | 3,488,993                                      | 542,703                     | 2,073,253                  | -                                  |
| 340                                                 | Charges for Goods and Services      | 45,387,556                                     | 1,752,479                   | 973,141                    | 245,680                            |
| 350                                                 | Fines and Penalties                 | 284,246                                        | 274,759                     | -                          | -                                  |
| 360                                                 | Miscellaneous Revenues              | 2,508,350                                      | 540,458                     | 57,389                     | 36,042                             |
| Total Revenues:                                     |                                     | 68,715,837                                     | 15,972,627                  | 3,110,912                  | 281,722                            |
| <b>Expenditures</b>                                 |                                     |                                                |                             |                            |                                    |
| 510                                                 | General Government                  | 7,495,233                                      | 1,498,571                   | 61,200                     | -                                  |
| 520                                                 | Public Safety                       | 5,766,425                                      | 5,112,306                   | -                          | -                                  |
| 530                                                 | Utilities                           | 28,102,042                                     | -                           | -                          | -                                  |
| 540                                                 | Transportation                      | 5,906,905                                      | 891,938                     | 2,224,353                  | 8,347                              |
| 550                                                 | Natural and Economic<br>Environment | 2,213,726                                      | 1,541,520                   | -                          | -                                  |
| 560                                                 | Social Services                     | 234,391                                        | 234,391                     | -                          | -                                  |
| 570                                                 | Culture and Recreation              | 3,563,506                                      | 3,563,506                   | -                          | -                                  |
| Total Expenditures:                                 |                                     | 53,282,228                                     | 12,842,232                  | 2,285,553                  | 8,347                              |
| Excess (Deficiency) Revenues over Expenditures:     |                                     | 15,433,609                                     | 3,130,395                   | 825,359                    | 273,375                            |
| <b>Other Increases in Fund Resources</b>            |                                     |                                                |                             |                            |                                    |
| 391-393, 596                                        | Debt Proceeds                       | 7,078,800                                      | -                           | -                          | -                                  |
| 397                                                 | Transfers-In                        | 3,209,519                                      | 12,749                      | 2,939,070                  | -                                  |
| 385                                                 | Special or Extraordinary Items      | -                                              | -                           | -                          | -                                  |
| 386 / 389                                           | Custodial Activities                | -                                              | -                           | -                          | -                                  |
| 381, 382, 395,<br>398                               | Other Resources                     | 3,353,659                                      | 163,292                     | -                          | -                                  |
| Total Other Increases in Fund Resources:            |                                     | 13,641,978                                     | 176,041                     | 2,939,070                  | -                                  |
| <b>Other Decreases in Fund Resources</b>            |                                     |                                                |                             |                            |                                    |
| 594-595                                             | Capital Expenditures                | 12,961,481                                     | 41,929                      | 2,604,718                  | -                                  |
| 591-593, 599                                        | Debt Service                        | 2,128,369                                      | 32,116                      | -                          | -                                  |
| 597                                                 | Transfers-Out                       | 3,209,519                                      | 1,678,000                   | -                          | 1,298,718                          |
| 585                                                 | Special or Extraordinary Items      | -                                              | -                           | -                          | -                                  |
| 586 / 589                                           | Custodial Activities                | -                                              | -                           | -                          | -                                  |
| 581, 582                                            | Other Uses                          | 2,809,323                                      | 505,008                     | -                          | -                                  |
| Total Other Decreases in Fund Resources:            |                                     | 21,108,692                                     | 2,257,053                   | 2,604,718                  | 1,298,718                          |
| <b>Increase (Decrease) in Cash and Investments:</b> |                                     | <b>7,966,895</b>                               | <b>1,049,383</b>            | <b>1,159,711</b>           | <b>(1,025,343)</b>                 |
| <b>Ending Cash and Investments</b>                  |                                     |                                                |                             |                            |                                    |
| 5081000                                             | Reserved                            | 13,187,509                                     | 979,138                     | 500,000                    | 956,579                            |
| 5088000                                             | Unreserved                          | 39,415,229                                     | 7,455,024                   | 2,539,049                  | -                                  |
| <b>Total Ending Cash and Investments</b>            |                                     | <b>52,602,738</b>                              | <b>8,434,162</b>            | <b>3,039,049</b>           | <b>956,579</b>                     |

The accompanying notes are an integral part of this statement.

**City of Ellensburg**  
**Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2019**

|                                                     |                                  | <b>127<br/>TRANSPORTATI<br/>ON BENEFIT</b> | <b>130 CRIMINAL<br/>JUSTICE FUND</b> | <b>137 DRUG<br/>FUND</b> | <b>150 CATV<br/>OPERATIONS<br/>FUND</b> |
|-----------------------------------------------------|----------------------------------|--------------------------------------------|--------------------------------------|--------------------------|-----------------------------------------|
| <b>Beginning Cash and Investments</b>               |                                  |                                            |                                      |                          |                                         |
| 30810                                               | Reserved                         | 1,355,434                                  | 1,240,655                            | 22,712                   | 129,038                                 |
| 30880                                               | Unreserved                       | 25,336                                     | 32,265                               | 2,018                    | -                                       |
| 388 / 588                                           | Net Adjustments                  | -                                          | -                                    | -                        | -                                       |
| <b>Revenues</b>                                     |                                  |                                            |                                      |                          |                                         |
| 310                                                 | Taxes                            | 1,199,186                                  | 1,174,552                            | -                        | 83,760                                  |
| 320                                                 | Licenses and Permits             | -                                          | -                                    | -                        | -                                       |
| 330                                                 | Intergovernmental Revenues       | 474,802                                    | -                                    | -                        | -                                       |
| 340                                                 | Charges for Goods and Services   | 75,000                                     | -                                    | -                        | 139                                     |
| 350                                                 | Fines and Penalties              | -                                          | -                                    | 9,487                    | -                                       |
| 360                                                 | Miscellaneous Revenues           | 34,524                                     | 31,333                               | 618                      | 2,424                                   |
| Total Revenues:                                     |                                  | 1,783,512                                  | 1,205,885                            | 10,105                   | 86,323                                  |
| <b>Expenditures</b>                                 |                                  |                                            |                                      |                          |                                         |
| 510                                                 | General Government               | 13,922                                     | -                                    | -                        | -                                       |
| 520                                                 | Public Safety                    | -                                          | 625,999                              | 4,737                    | -                                       |
| 530                                                 | Utilities                        | -                                          | -                                    | -                        | -                                       |
| 540                                                 | Transportation                   | 1,238,480                                  | -                                    | -                        | -                                       |
| 550                                                 | Natural and Economic Environment | -                                          | 55,257                               | -                        | 90,966                                  |
| 560                                                 | Social Services                  | -                                          | -                                    | -                        | -                                       |
| 570                                                 | Culture and Recreation           | -                                          | -                                    | -                        | -                                       |
| Total Expenditures:                                 |                                  | 1,252,402                                  | 681,256                              | 4,737                    | 90,966                                  |
| Excess (Deficiency) Revenues over Expenditures:     |                                  | 531,110                                    | 524,629                              | 5,368                    | (4,643)                                 |
| <b>Other Increases in Fund Resources</b>            |                                  |                                            |                                      |                          |                                         |
| 391-393, 596                                        | Debt Proceeds                    | -                                          | -                                    | -                        | -                                       |
| 397                                                 | Transfers-In                     | -                                          | -                                    | -                        | -                                       |
| 385                                                 | Special or Extraordinary Items   | -                                          | -                                    | -                        | -                                       |
| 386 / 389                                           | Custodial Activities             | -                                          | -                                    | -                        | -                                       |
| 381, 382, 395, 398                                  | Other Resources                  | -                                          | -                                    | -                        | -                                       |
| Total Other Increases in Fund Resources:            |                                  | -                                          | -                                    | -                        | -                                       |
| <b>Other Decreases in Fund Resources</b>            |                                  |                                            |                                      |                          |                                         |
| 594-595                                             | Capital Expenditures             | -                                          | -                                    | -                        | -                                       |
| 591-593, 599                                        | Debt Service                     | -                                          | -                                    | -                        | -                                       |
| 597                                                 | Transfers-Out                    | -                                          | -                                    | -                        | -                                       |
| 585                                                 | Special or Extraordinary Items   | -                                          | -                                    | -                        | -                                       |
| 586 / 589                                           | Custodial Activities             | -                                          | -                                    | -                        | -                                       |
| 581, 582                                            | Other Uses                       | -                                          | -                                    | -                        | -                                       |
| Total Other Decreases in Fund Resources:            |                                  | -                                          | -                                    | -                        | -                                       |
| <b>Increase (Decrease) in Cash and Investments:</b> |                                  | <b>531,110</b>                             | <b>524,629</b>                       | <b>5,368</b>             | <b>(4,643)</b>                          |
| <b>Ending Cash and Investments</b>                  |                                  |                                            |                                      |                          |                                         |
| 5081000                                             | Reserved                         | 1,852,021                                  | 1,733,950                            | 27,463                   | 124,395                                 |
| 5088000                                             | Unreserved                       | 59,860                                     | 63,598                               | 2,636                    | -                                       |
| <b>Total Ending Cash and Investments</b>            |                                  | <b>1,911,881</b>                           | <b>1,797,548</b>                     | <b>30,099</b>            | <b>124,395</b>                          |

The accompanying notes are an integral part of this statement.

**City of Ellensburg**  
**Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2019**

|                                                     |                                     | <b>160 PARK<br/>ACQUISITION<br/>FUND</b> | <b>165 LODGING<br/>TAX FUND</b> | <b>172 HOUSING<br/>FUND</b> | <b>210 DEBT<br/>SERVICE FUND</b> |
|-----------------------------------------------------|-------------------------------------|------------------------------------------|---------------------------------|-----------------------------|----------------------------------|
| <b>Beginning Cash and Investments</b>               |                                     |                                          |                                 |                             |                                  |
| 30810                                               | Reserved                            | 913,750                                  | 611,755                         | 351,361                     | 16,283                           |
| 30880                                               | Unreserved                          | 23,677                                   | 41,901                          | 1,743                       | -                                |
| 388 / 588                                           | Net Adjustments                     | -                                        | -                               | -                           | -                                |
| <b>Revenues</b>                                     |                                     |                                          |                                 |                             |                                  |
| 310                                                 | Taxes                               | -                                        | 578,016                         | 598,470                     | -                                |
| 320                                                 | Licenses and Permits                | -                                        | -                               | -                           | -                                |
| 330                                                 | Intergovernmental Revenues          | 2,072                                    | -                               | -                           | -                                |
| 340                                                 | Charges for Goods and Services      | 224,533                                  | -                               | -                           | -                                |
| 350                                                 | Fines and Penalties                 | -                                        | -                               | -                           | -                                |
| 360                                                 | Miscellaneous Revenues              | 17,591                                   | 12,885                          | 13,164                      | -                                |
| Total Revenues:                                     |                                     | 244,196                                  | 590,901                         | 611,634                     | -                                |
| <b>Expenditures</b>                                 |                                     |                                          |                                 |                             |                                  |
| 510                                                 | General Government                  | -                                        | -                               | -                           | -                                |
| 520                                                 | Public Safety                       | -                                        | -                               | -                           | -                                |
| 530                                                 | Utilities                           | -                                        | -                               | -                           | -                                |
| 540                                                 | Transportation                      | -                                        | -                               | -                           | -                                |
| 550                                                 | Natural and Economic<br>Environment | -                                        | 500,598                         | 25,385                      | -                                |
| 560                                                 | Social Services                     | -                                        | -                               | -                           | -                                |
| 570                                                 | Culture and Recreation              | -                                        | -                               | -                           | -                                |
| Total Expenditures:                                 |                                     | -                                        | 500,598                         | 25,385                      | -                                |
| Excess (Deficiency) Revenues over Expenditures:     |                                     | 244,196                                  | 90,303                          | 586,249                     | -                                |
| <b>Other Increases in Fund Resources</b>            |                                     |                                          |                                 |                             |                                  |
| 391-393, 596                                        | Debt Proceeds                       | -                                        | -                               | -                           | -                                |
| 397                                                 | Transfers-In                        | -                                        | -                               | -                           | 45,000                           |
| 385                                                 | Special or Extraordinary Items      | -                                        | -                               | -                           | -                                |
| 386 / 389                                           | Custodial Activities                | -                                        | -                               | -                           | -                                |
| 381, 382, 395,<br>398                               | Other Resources                     | -                                        | -                               | -                           | -                                |
| Total Other Increases in Fund Resources:            |                                     | -                                        | -                               | -                           | 45,000                           |
| <b>Other Decreases in Fund Resources</b>            |                                     |                                          |                                 |                             |                                  |
| 594-595                                             | Capital Expenditures                | 405,633                                  | 399,945                         | -                           | -                                |
| 591-593, 599                                        | Debt Service                        | -                                        | -                               | -                           | 35,760                           |
| 597                                                 | Transfers-Out                       | -                                        | -                               | -                           | -                                |
| 585                                                 | Special or Extraordinary Items      | -                                        | -                               | -                           | -                                |
| 586 / 589                                           | Custodial Activities                | -                                        | -                               | -                           | -                                |
| 581, 582                                            | Other Uses                          | -                                        | -                               | -                           | -                                |
| Total Other Decreases in Fund Resources:            |                                     | 405,633                                  | 399,945                         | -                           | 35,760                           |
| <b>Increase (Decrease) in Cash and Investments:</b> |                                     | <b>(161,437)</b>                         | <b>(309,642)</b>                | <b>586,249</b>              | <b>9,240</b>                     |
| <b>Ending Cash and Investments</b>                  |                                     |                                          |                                 |                             |                                  |
| 5081000                                             | Reserved                            | 734,723                                  | 289,228                         | 924,446                     | 25,523                           |
| 5088000                                             | Unreserved                          | 41,268                                   | 54,786                          | 14,907                      | -                                |
| <b>Total Ending Cash and Investments</b>            |                                     | <b>775,991</b>                           | <b>344,014</b>                  | <b>939,353</b>              | <b>25,523</b>                    |

The accompanying notes are an integral part of this statement.



**City of Ellensburg**  
**Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2019**

|                                                     |                                     | <b>225 2010 DEBT<br/>SERVICE FUND</b> | <b>230 2003<br/>LIBRARY<br/>CONSTR DEBT</b> | <b>240 GO BOND</b> | <b>340 '17 Facility<br/>Bond Capital<br/>Proj</b> |
|-----------------------------------------------------|-------------------------------------|---------------------------------------|---------------------------------------------|--------------------|---------------------------------------------------|
| <b>Beginning Cash and Investments</b>               |                                     |                                       |                                             |                    |                                                   |
| 30810                                               | Reserved                            | -                                     | 85,942                                      | -                  | -                                                 |
| 30880                                               | Unreserved                          | 40,642                                | 5,374                                       | 11,004             | 691,950                                           |
| 388 / 588                                           | Net Adjustments                     | -                                     | -                                           | -                  | -                                                 |
| <b>Revenues</b>                                     |                                     |                                       |                                             |                    |                                                   |
| 310                                                 | Taxes                               | -                                     | 176,107                                     | -                  | -                                                 |
| 320                                                 | Licenses and Permits                | -                                     | -                                           | -                  | -                                                 |
| 330                                                 | Intergovernmental Revenues          | -                                     | -                                           | -                  | -                                                 |
| 340                                                 | Charges for Goods and Services      | -                                     | -                                           | -                  | -                                                 |
| 350                                                 | Fines and Penalties                 | -                                     | -                                           | -                  | -                                                 |
| 360                                                 | Miscellaneous Revenues              | -                                     | -                                           | -                  | -                                                 |
| Total Revenues:                                     |                                     | -                                     | 176,107                                     | -                  | -                                                 |
| <b>Expenditures</b>                                 |                                     |                                       |                                             |                    |                                                   |
| 510                                                 | General Government                  | -                                     | -                                           | -                  | -                                                 |
| 520                                                 | Public Safety                       | -                                     | -                                           | -                  | 10,939                                            |
| 530                                                 | Utilities                           | -                                     | -                                           | -                  | -                                                 |
| 540                                                 | Transportation                      | -                                     | -                                           | -                  | -                                                 |
| 550                                                 | Natural and Economic<br>Environment | -                                     | -                                           | -                  | -                                                 |
| 560                                                 | Social Services                     | -                                     | -                                           | -                  | -                                                 |
| 570                                                 | Culture and Recreation              | -                                     | -                                           | -                  | -                                                 |
| Total Expenditures:                                 |                                     | -                                     | -                                           | -                  | 10,939                                            |
| Excess (Deficiency) Revenues over Expenditures:     |                                     | -                                     | 176,107                                     | -                  | (10,939)                                          |
| <b>Other Increases in Fund Resources</b>            |                                     |                                       |                                             |                    |                                                   |
| 391-393, 596                                        | Debt Proceeds                       | -                                     | -                                           | -                  | 7,078,800                                         |
| 397                                                 | Transfers-In                        | 212,700                               | -                                           | -                  | -                                                 |
| 385                                                 | Special or Extraordinary Items      | -                                     | -                                           | -                  | -                                                 |
| 386 / 389                                           | Custodial Activities                | -                                     | -                                           | -                  | -                                                 |
| 381, 382, 395,<br>398                               | Other Resources                     | -                                     | -                                           | -                  | 199,094                                           |
| Total Other Increases in Fund Resources:            |                                     | 212,700                               | -                                           | -                  | 7,277,894                                         |
| <b>Other Decreases in Fund Resources</b>            |                                     |                                       |                                             |                    |                                                   |
| 594-595                                             | Capital Expenditures                | -                                     | -                                           | -                  | 5,235,642                                         |
| 591-593, 599                                        | Debt Service                        | 213,370                               | 170,100                                     | -                  | -                                                 |
| 597                                                 | Transfers-Out                       | -                                     | -                                           | 11,004             | -                                                 |
| 585                                                 | Special or Extraordinary Items      | -                                     | -                                           | -                  | -                                                 |
| 586 / 589                                           | Custodial Activities                | -                                     | -                                           | -                  | -                                                 |
| 581, 582                                            | Other Uses                          | -                                     | -                                           | -                  | -                                                 |
| Total Other Decreases in Fund Resources:            |                                     | 213,370                               | 170,100                                     | 11,004             | 5,235,642                                         |
| <b>Increase (Decrease) in Cash and Investments:</b> |                                     | <b>(670)</b>                          | <b>6,007</b>                                | <b>(11,004)</b>    | <b>2,031,313</b>                                  |
| <b>Ending Cash and Investments</b>                  |                                     |                                       |                                             |                    |                                                   |
| 5081000                                             | Reserved                            | -                                     | 91,949                                      | -                  | 2,031,314                                         |
| 5088000                                             | Unreserved                          | 39,972                                | 5,374                                       | -                  | 691,950                                           |
| <b>Total Ending Cash and Investments</b>            |                                     | <b>39,972</b>                         | <b>97,323</b>                               | <b>-</b>           | <b>2,723,264</b>                                  |

The accompanying notes are an integral part of this statement.

**City of Ellensburg**  
**Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2019**

|                                                     |                                     | <b>365 GENERAL<br/>FUND CAP.<br/>PROJ. FUND</b> | <b>366 SIDEWALK<br/>FUND</b> | <b>431<br/>STORMWATER<br/>UTILITY FUND</b> | <b>441 UTILITY<br/>DEPOSITS<br/>FUND</b> |
|-----------------------------------------------------|-------------------------------------|-------------------------------------------------|------------------------------|--------------------------------------------|------------------------------------------|
| <b>Beginning Cash and Investments</b>               |                                     |                                                 |                              |                                            |                                          |
| 30810                                               | Reserved                            | -                                               | 758,981                      | -                                          | 681,547                                  |
| 30880                                               | Unreserved                          | 1,745                                           | 64,543                       | 639,300                                    | -                                        |
| 388 / 588                                           | Net Adjustments                     | -                                               | -                            | -                                          | -                                        |
| <b>Revenues</b>                                     |                                     |                                                 |                              |                                            |                                          |
| 310                                                 | Taxes                               | -                                               | 367,244                      | -                                          | -                                        |
| 320                                                 | Licenses and Permits                | -                                               | -                            | -                                          | -                                        |
| 330                                                 | Intergovernmental Revenues          | -                                               | -                            | 33,636                                     | -                                        |
| 340                                                 | Charges for Goods and Services      | -                                               | -                            | 1,121,396                                  | -                                        |
| 350                                                 | Fines and Penalties                 | -                                               | -                            | -                                          | -                                        |
| 360                                                 | Miscellaneous Revenues              | -                                               | 21,571                       | 12,828                                     | 8,419                                    |
| Total Revenues:                                     |                                     | -                                               | 388,815                      | 1,167,860                                  | 8,419                                    |
| <b>Expenditures</b>                                 |                                     |                                                 |                              |                                            |                                          |
| 510                                                 | General Government                  | -                                               | -                            | 160,648                                    | -                                        |
| 520                                                 | Public Safety                       | -                                               | -                            | 350                                        | -                                        |
| 530                                                 | Utilities                           | -                                               | -                            | 805,583                                    | -                                        |
| 540                                                 | Transportation                      | -                                               | 303,118                      | -                                          | -                                        |
| 550                                                 | Natural and Economic<br>Environment | -                                               | -                            | -                                          | -                                        |
| 560                                                 | Social Services                     | -                                               | -                            | -                                          | -                                        |
| 570                                                 | Culture and Recreation              | -                                               | -                            | -                                          | -                                        |
| Total Expenditures:                                 |                                     | -                                               | 303,118                      | 966,581                                    | -                                        |
| Excess (Deficiency) Revenues over Expenditures:     |                                     | -                                               | 85,697                       | 201,279                                    | 8,419                                    |
| <b>Other Increases in Fund Resources</b>            |                                     |                                                 |                              |                                            |                                          |
| 391-393, 596                                        | Debt Proceeds                       | -                                               | -                            | -                                          | -                                        |
| 397                                                 | Transfers-In                        | -                                               | -                            | -                                          | -                                        |
| 385                                                 | Special or Extraordinary Items      | -                                               | -                            | -                                          | -                                        |
| 386 / 389                                           | Custodial Activities                | -                                               | -                            | -                                          | -                                        |
| 381, 382, 395,<br>398                               | Other Resources                     | -                                               | -                            | -                                          | 2,281,108                                |
| Total Other Increases in Fund Resources:            |                                     | -                                               | -                            | -                                          | 2,281,108                                |
| <b>Other Decreases in Fund Resources</b>            |                                     |                                                 |                              |                                            |                                          |
| 594-595                                             | Capital Expenditures                | -                                               | -                            | 121,467                                    | -                                        |
| 591-593, 599                                        | Debt Service                        | -                                               | -                            | -                                          | -                                        |
| 597                                                 | Transfers-Out                       | 1,745                                           | 220,052                      | -                                          | -                                        |
| 585                                                 | Special or Extraordinary Items      | -                                               | -                            | -                                          | -                                        |
| 586 / 589                                           | Custodial Activities                | -                                               | -                            | -                                          | -                                        |
| 581, 582                                            | Other Uses                          | -                                               | -                            | -                                          | 2,291,836                                |
| Total Other Decreases in Fund Resources:            |                                     | 1,745                                           | 220,052                      | 121,467                                    | 2,291,836                                |
| <b>Increase (Decrease) in Cash and Investments:</b> |                                     | <b>(1,745)</b>                                  | <b>(134,355)</b>             | <b>79,812</b>                              | <b>(2,309)</b>                           |
| <b>Ending Cash and Investments</b>                  |                                     |                                                 |                              |                                            |                                          |
| 5081000                                             | Reserved                            | -                                               | 604,718                      | -                                          | 679,238                                  |
| 5088000                                             | Unreserved                          | -                                               | 84,451                       | 719,111                                    | -                                        |
| <b>Total Ending Cash and Investments</b>            |                                     | <b>-</b>                                        | <b>689,169</b>               | <b>719,111</b>                             | <b>679,238</b>                           |

The accompanying notes are an integral part of this statement.

**City of Ellensburg**  
**Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2019**

|                                                     |                                     | <b>451<br/>TELECOMM.<br/>UTILITY FUND</b> | <b>461 NATURAL<br/>GAS UTILITY<br/>FUND</b> | <b>471 ELECTRIC<br/>UTILITY FUND</b> | <b>481 WATER<br/>UTILITY FUND</b> |
|-----------------------------------------------------|-------------------------------------|-------------------------------------------|---------------------------------------------|--------------------------------------|-----------------------------------|
| <b>Beginning Cash and Investments</b>               |                                     |                                           |                                             |                                      |                                   |
| 30810                                               | Reserved                            | -                                         | 105,151                                     | 604,525                              | 691,366                           |
| 30880                                               | Unreserved                          | 102,779                                   | 1,865,570                                   | 4,329,795                            | 4,776,170                         |
| 388 / 588                                           | Net Adjustments                     | -                                         | -                                           | -                                    | -                                 |
| <b>Revenues</b>                                     |                                     |                                           |                                             |                                      |                                   |
| 310                                                 | Taxes                               | -                                         | -                                           | -                                    | -                                 |
| 320                                                 | Licenses and Permits                | -                                         | -                                           | -                                    | -                                 |
| 330                                                 | Intergovernmental Revenues          | 102,527                                   | -                                           | -                                    | 260,000                           |
| 340                                                 | Charges for Goods and Services      | 259,496                                   | 7,354,769                                   | 18,388,577                           | 4,804,203                         |
| 350                                                 | Fines and Penalties                 | -                                         | -                                           | -                                    | -                                 |
| 360                                                 | Miscellaneous Revenues              | 3,291                                     | 67,314                                      | 206,824                              | 724,158                           |
| Total Revenues:                                     |                                     | 365,314                                   | 7,422,083                                   | 18,595,401                           | 5,788,361                         |
| <b>Expenditures</b>                                 |                                     |                                           |                                             |                                      |                                   |
| 510                                                 | General Government                  | 8,485                                     | 377,505                                     | 770,288                              | 435,073                           |
| 520                                                 | Public Safety                       | -                                         | 2,475                                       | 5,954                                | 2,205                             |
| 530                                                 | Utilities                           | 160,014                                   | 6,520,529                                   | 14,349,917                           | 3,109,611                         |
| 540                                                 | Transportation                      | -                                         | -                                           | -                                    | -                                 |
| 550                                                 | Natural and Economic<br>Environment | -                                         | -                                           | -                                    | -                                 |
| 560                                                 | Social Services                     | -                                         | -                                           | -                                    | -                                 |
| 570                                                 | Culture and Recreation              | -                                         | -                                           | -                                    | -                                 |
| Total Expenditures:                                 |                                     | 168,499                                   | 6,900,509                                   | 15,126,159                           | 3,546,889                         |
| Excess (Deficiency) Revenues over Expenditures:     |                                     | 196,815                                   | 521,574                                     | 3,469,242                            | 2,241,472                         |
| <b>Other Increases in Fund Resources</b>            |                                     |                                           |                                             |                                      |                                   |
| 391-393, 596                                        | Debt Proceeds                       | -                                         | -                                           | -                                    | -                                 |
| 397                                                 | Transfers-In                        | -                                         | -                                           | -                                    | -                                 |
| 385                                                 | Special or Extraordinary Items      | -                                         | -                                           | -                                    | -                                 |
| 386 / 389                                           | Custodial Activities                | -                                         | -                                           | -                                    | -                                 |
| 381, 382, 395,<br>398                               | Other Resources                     | -                                         | -                                           | 328,527                              | -                                 |
| Total Other Increases in Fund Resources:            |                                     | -                                         | -                                           | 328,527                              | -                                 |
| <b>Other Decreases in Fund Resources</b>            |                                     |                                           |                                             |                                      |                                   |
| 594-595                                             | Capital Expenditures                | 94,707                                    | 310,109                                     | 794,785                              | 1,309,861                         |
| 591-593, 599                                        | Debt Service                        | 19,072                                    | 52,114                                      | 604,825                              | 720,055                           |
| 597                                                 | Transfers-Out                       | -                                         | -                                           | -                                    | -                                 |
| 585                                                 | Special or Extraordinary Items      | -                                         | -                                           | -                                    | -                                 |
| 586 / 589                                           | Custodial Activities                | -                                         | -                                           | -                                    | -                                 |
| 581, 582                                            | Other Uses                          | -                                         | -                                           | -                                    | -                                 |
| Total Other Decreases in Fund Resources:            |                                     | 113,779                                   | 362,223                                     | 1,399,610                            | 2,029,916                         |
| <b>Increase (Decrease) in Cash and Investments:</b> |                                     | <b>83,036</b>                             | <b>159,351</b>                              | <b>2,398,159</b>                     | <b>211,556</b>                    |
| <b>Ending Cash and Investments</b>                  |                                     |                                           |                                             |                                      |                                   |
| 5081000                                             | Reserved                            | -                                         | 52,115                                      | 604,525                              | 691,366                           |
| 5088000                                             | Unreserved                          | 185,816                                   | 2,077,954                                   | 6,727,953                            | 4,987,724                         |
| <b>Total Ending Cash and Investments</b>            |                                     | <b>185,816</b>                            | <b>2,130,069</b>                            | <b>7,332,478</b>                     | <b>5,679,090</b>                  |

The accompanying notes are an integral part of this statement.

**City of Ellensburg**  
**Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2019**

|                                                     |                                     | <b>491 SEWER<br/>UTILITY FUND</b> | <b>531 SHOP<br/>FUND</b> | <b>540<br/>HEALTH/BENEF<br/>ITS FUND</b> | <b>545 RISK<br/>MANAGEMENT<br/>FUND</b> |
|-----------------------------------------------------|-------------------------------------|-----------------------------------|--------------------------|------------------------------------------|-----------------------------------------|
| <b>Beginning Cash and Investments</b>               |                                     |                                   |                          |                                          |                                         |
| 30810                                               | Reserved                            | 284,818                           | -                        | -                                        | -                                       |
| 30880                                               | Unreserved                          | 3,507,009                         | 6,506,372                | 1,115,153                                | 893,616                                 |
| 388 / 588                                           | Net Adjustments                     | -                                 | -                        | -                                        | -                                       |
| <b>Revenues</b>                                     |                                     |                                   |                          |                                          |                                         |
| 310                                                 | Taxes                               | -                                 | -                        | -                                        | -                                       |
| 320                                                 | Licenses and Permits                | -                                 | -                        | -                                        | -                                       |
| 330                                                 | Intergovernmental Revenues          | -                                 | -                        | -                                        | -                                       |
| 340                                                 | Charges for Goods and Services      | 4,138,218                         | 2,210,328                | 1,926,064                                | 690,044                                 |
| 350                                                 | Fines and Penalties                 | -                                 | -                        | -                                        | -                                       |
| 360                                                 | Miscellaneous Revenues              | 415,749                           | 230,481                  | 28,294                                   | 22,461                                  |
| Total Revenues:                                     |                                     | 4,553,967                         | 2,440,809                | 1,954,358                                | 712,505                                 |
| <b>Expenditures</b>                                 |                                     |                                   |                          |                                          |                                         |
| 510                                                 | General Government                  | 326,673                           | -                        | 2,440,095                                | 429,445                                 |
| 520                                                 | Public Safety                       | 1,460                             | -                        | -                                        | -                                       |
| 530                                                 | Utilities                           | 3,156,388                         | -                        | -                                        | -                                       |
| 540                                                 | Transportation                      | -                                 | 1,240,669                | -                                        | -                                       |
| 550                                                 | Natural and Economic<br>Environment | -                                 | -                        | -                                        | -                                       |
| 560                                                 | Social Services                     | -                                 | -                        | -                                        | -                                       |
| 570                                                 | Culture and Recreation              | -                                 | -                        | -                                        | -                                       |
| Total Expenditures:                                 |                                     | 3,484,521                         | 1,240,669                | 2,440,095                                | 429,445                                 |
| Excess (Deficiency) Revenues over Expenditures:     |                                     | 1,069,446                         | 1,200,140                | (485,737)                                | 283,060                                 |
| <b>Other Increases in Fund Resources</b>            |                                     |                                   |                          |                                          |                                         |
| 391-393, 596                                        | Debt Proceeds                       | -                                 | -                        | -                                        | -                                       |
| 397                                                 | Transfers-In                        | -                                 | -                        | -                                        | -                                       |
| 385                                                 | Special or Extraordinary Items      | -                                 | -                        | -                                        | -                                       |
| 386 / 389                                           | Custodial Activities                | -                                 | -                        | -                                        | -                                       |
| 381, 382, 395,<br>398                               | Other Resources                     | -                                 | 1,510                    | 380,128                                  | -                                       |
| Total Other Increases in Fund Resources:            |                                     | -                                 | 1,510                    | 380,128                                  | -                                       |
| <b>Other Decreases in Fund Resources</b>            |                                     |                                   |                          |                                          |                                         |
| 594-595                                             | Capital Expenditures                | 1,212,795                         | 429,890                  | -                                        | -                                       |
| 591-593, 599                                        | Debt Service                        | 280,957                           | -                        | -                                        | -                                       |
| 597                                                 | Transfers-Out                       | -                                 | -                        | -                                        | -                                       |
| 585                                                 | Special or Extraordinary Items      | -                                 | -                        | -                                        | -                                       |
| 586 / 589                                           | Custodial Activities                | -                                 | -                        | -                                        | -                                       |
| 581, 582                                            | Other Uses                          | -                                 | 12,479                   | -                                        | -                                       |
| Total Other Decreases in Fund Resources:            |                                     | 1,493,752                         | 442,369                  | -                                        | -                                       |
| <b>Increase (Decrease) in Cash and Investments:</b> |                                     | <b>(424,306)</b>                  | <b>759,281</b>           | <b>(105,609)</b>                         | <b>283,060</b>                          |
| <b>Ending Cash and Investments</b>                  |                                     |                                   |                          |                                          |                                         |
| 5081000                                             | Reserved                            | 284,818                           | -                        | -                                        | -                                       |
| 5088000                                             | Unreserved                          | 3,082,706                         | 7,265,651                | 1,009,544                                | 1,176,677                               |
| <b>Total Ending Cash and Investments</b>            |                                     | <b>3,367,524</b>                  | <b>7,265,651</b>         | <b>1,009,544</b>                         | <b>1,176,677</b>                        |

The accompanying notes are an integral part of this statement.

**City of Ellensburg**  
**Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2019**

|                                                     |                                  | <u>550 IT FUND</u>      |
|-----------------------------------------------------|----------------------------------|-------------------------|
| <b>Beginning Cash and Investments</b>               |                                  |                         |
| 30810                                               | Reserved                         | -                       |
| 30880                                               | Unreserved                       | 858,525                 |
| 388 / 588                                           | Net Adjustments                  | -                       |
| <b>Revenues</b>                                     |                                  |                         |
| 310                                                 | Taxes                            | -                       |
| 320                                                 | Licenses and Permits             | -                       |
| 330                                                 | Intergovernmental Revenues       | -                       |
| 340                                                 | Charges for Goods and Services   | 1,223,489               |
| 350                                                 | Fines and Penalties              | -                       |
| 360                                                 | Miscellaneous Revenues           | 20,532                  |
| Total Revenues:                                     |                                  | <u>1,244,021</u>        |
| <b>Expenditures</b>                                 |                                  |                         |
| 510                                                 | General Government               | 973,328                 |
| 520                                                 | Public Safety                    | -                       |
| 530                                                 | Utilities                        | -                       |
| 540                                                 | Transportation                   | -                       |
| 550                                                 | Natural and Economic Environment | -                       |
| 560                                                 | Social Services                  | -                       |
| 570                                                 | Culture and Recreation           | -                       |
| Total Expenditures:                                 |                                  | <u>973,328</u>          |
| Excess (Deficiency) Revenues over Expenditures:     |                                  | 270,693                 |
| <b>Other Increases in Fund Resources</b>            |                                  |                         |
| 391-393, 596                                        | Debt Proceeds                    | -                       |
| 397                                                 | Transfers-In                     | -                       |
| 385                                                 | Special or Extraordinary Items   | -                       |
| 386 / 389                                           | Custodial Activities             | -                       |
| 381, 382, 395, 398                                  | Other Resources                  | -                       |
| Total Other Increases in Fund Resources:            |                                  | <u>-</u>                |
| <b>Other Decreases in Fund Resources</b>            |                                  |                         |
| 594-595                                             | Capital Expenditures             | -                       |
| 591-593, 599                                        | Debt Service                     | -                       |
| 597                                                 | Transfers-Out                    | -                       |
| 585                                                 | Special or Extraordinary Items   | -                       |
| 586 / 589                                           | Custodial Activities             | -                       |
| 581, 582                                            | Other Uses                       | -                       |
| Total Other Decreases in Fund Resources:            |                                  | <u>-</u>                |
| <b>Increase (Decrease) in Cash and Investments:</b> |                                  | <b>270,693</b>          |
| <b>Ending Cash and Investments</b>                  |                                  |                         |
| 5081000                                             | Reserved                         | -                       |
| 5088000                                             | Unreserved                       | 1,129,218               |
| <b>Total Ending Cash and Investments</b>            |                                  | <u><b>1,129,218</b></u> |

*The accompanying notes are an integral part of this statement.*

**City of Ellensburg**  
**Fiduciary Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2019**

|           |                                                  | <b>Custodial</b> |
|-----------|--------------------------------------------------|------------------|
| 308       | Beginning Cash and Investments                   | 2,522            |
| 388 & 588 | Net Adjustments                                  | -                |
| 310-390   | Additions                                        | 72,045           |
| 510-590   | Deductions                                       | 73,594           |
|           | Net Increase (Decrease) in Cash and Investments: | (1,549)          |
| 508       | Ending Cash and Investments                      | 974              |

*The accompanying notes are an integral part of this statement.*

**City of Ellensburg, Washington**  
**Notes to the Financial Statements**  
**For the year ended December 31, 2019**

**Note 1 - Summary of Significant Accounting Policies**

The City of Ellensburg was incorporated on November 26, 1883 and operates under the laws of the state of Washington applicable to a Noncharter Code City. The City is a general-purpose local government and provides public safety, animal control, street improvement, transit services, parks and recreation, library services, planning and zoning, and general administration.

The City reports financial activity in accordance with the *Cash Basis Budgeting, Accounting and Reporting System* (BARS) Manual prescribed by the State Auditor's Office under the authority of Washington State law, Chapter 43.09 RCW. This manual prescribes a financial reporting framework that differs from generally accepted accounting principles (GAAP) in the following manner:

- Financial transactions are recognized on a cash basis of accounting as described below.
- Component units are required to be disclosed but are not included in the financial statements.
- Government-wide statements, as defined in GAAP, are not presented.
- All funds are presented, rather than a focus on major funds.
- The *Schedule of Liabilities* is required to be presented with the financial statements as supplementary information.
- Supplementary information required by GAAP is not presented.
- Ending balances are not presented using the classifications defined in GAAP.

A. Fund Accounting

Financial transactions of the government are reported in individual funds. Each fund uses a separate set of self-balancing accounts that comprises its cash and investments, revenues and expenditures. The government's resources are allocated to and accounted for in individual funds depending on their intended purpose. Each fund is reported as a separate column in the financial statements, except for fiduciary funds, which are presented by fund types. The total column is presented as "memo only" because any interfund activities are not eliminated. The following fund types are used:

GOVERNMENTAL FUND TYPES:

General Fund

This fund is the primary operating fund of the government. It accounts for all financial resources except those required or elected to be accounted for in another fund.

Special Revenue Funds

These funds account for specific revenue sources that are restricted or committed to expenditures for specified purposes of the government.

Debt Service Funds

These funds account for the financial resources that are restricted, committed, or assigned to expenditures for principal, interest and related costs on general long-term debt.

### Capital Projects Funds

These funds account for financial resources which are restricted, committed, or assigned for the acquisition or construction of capital facilities or other capital assets.

### PROPRIETARY FUND TYPES:

#### Enterprise Funds

These funds account for operations that provide goods or services to the general public and are supported primarily through user charges.

#### Internal Service Funds

These funds account for operations that provide goods or services to other departments or funds of the government on a cost reimbursement basis.

### FIDUCIARY FUND TYPES:

Fiduciary funds account for assets held by the government in a trustee capacity or as an agent on behalf of others.

#### Custodial Funds

These funds are used to account assets that the government holds on behalf of others in a custodial capacity.

### B. Basis of Accounting and Measurement Focus

Financial statements are prepared using the cash basis of accounting and measurement focus. Revenues are recognized when cash is received, and expenditures are recognized when paid.

In accordance with state law the City also recognizes expenditures paid during twenty days after the close of the fiscal year for claims incurred during the previous period.

### C. Cash and Investments

See Note 2, *Deposits and Investments*.

### D. Capital Assets

Capital assets are assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of 1 year. Capital assets and inventory are recorded as capital expenditures or supplies as appropriate when purchased.

### E. Compensated Absences

Vacation leave may be accumulated up to 30 days, is payable upon separation, retirement, or death. Paid time off (PTO) has a maximum accumulation dependent on years of service. Sick leave may be accumulated indefinitely. Fifty percent of a maximum of 960 hours of outstanding sick leave is payable



upon resignation, retirement, or death to those employees hired prior to July 1, 1985. As of December 31, 2019, the City has one employee employed prior to July 1, 1985. Payments are recognized as expenditures when paid.

F. Long-Term Debt

See Note 6, *Debt Service Requirements*.

G. Reserved Portion of Ending Cash and Investments

Beginning and Ending Cash and Investments is reported as reserved when it is subject to restrictions on use imposed by external parties or due to internal commitments established by City Council ordinance or resolution. When expenditures that meet restrictions are incurred, the City intends to use reserved resources first before using unreserved amounts.

Reservations of Ending Cash and Investments consist of:

| <b>Fund</b>                        | <b>Amount</b> | <b>Reason</b>                                                    |
|------------------------------------|---------------|------------------------------------------------------------------|
| General                            | \$ 979,138    | External Restriction Cashmere Valley Bank/Restrictions by donors |
| Street                             | \$ 500,000    | Unexpended portion of Complete Streets Award program             |
| Traffic Impact Fees                | \$ 956,579    | Traffic Impact Fees which is restricted by law RCW 82.02.050     |
| Transportation Benefit District    | \$ 1,852,021  | RCW 82.14.045 Voter approved sales tax                           |
| Criminal Justice                   | \$ 1,733,950  | Local Criminal Justice Tax RCW 82.14.340(4)-(5)                  |
| Drug Fund                          | \$ 27,463     | RCW 69.50.505                                                    |
| CATV Operations Fund               | \$ 124,395    | Cable TV Utility Tax                                             |
| Park Acquisition                   | \$ 734,723    | Gas tax is externally restricted RCW 46.68.110/RCW 47.24.040     |
| Lodging Tax                        | \$ 289,228    | RCW 67.28.180                                                    |
| Housing                            | \$ 924,446    | RCW 82.14.045 Voter approved sales tax                           |
| Debt Service - 210                 | \$ 25,523     | External Restriction - Bond Company                              |
| Debt Service - 230 2003 Library    | \$ 91,949     | Property tax revenue voted on                                    |
| 2017 Facility Bond Capital Project | \$ 2,031,314  | Bond Proceeds                                                    |
| Capital Fund - Sidewalk Fund       | \$ 604,718    | capital projects identified in RCW 82.46 .030 and 82.45.180      |
| Enterprise - Utility Deposits      | \$ 679,238    | reserved - city code Chapter 2.12                                |
| Enterprise - Natural Gas Utility   | \$ 52,115     | Bond Reserve Requirements                                        |
| Enterprise - Electric Utility      | \$ 604,525    | Bond Reserve Requirements                                        |
| Enterprise - Water Utility         | \$ 691,366    | Bond Reserve Requirements                                        |
| Enterprise - Sewer Utility         | \$ 284,818    | Bond Reserve Requirements                                        |

**Note 2 – Deposits and Investments**

Investments are reported at original cost. Investments by type at December 31, 2019 are as follows:

| <b>Type of Investment</b> | <b>City of Ellensburg's own deposits and investments</b> |
|---------------------------|----------------------------------------------------------|
| Bank Deposits             | 1,821,908                                                |
| LGIP                      | 38,076,549                                               |
| US Gov't Securities       | 12,693,660                                               |
| <b>Total</b>              | <b>52,592,117</b>                                        |

It is the city's policy to invest all temporary cash surpluses. The interest on the LGIP investment is prorated to the various funds and the investments held by fund retains the investment income.

#### Investments in the State Local Government Investment Pool (LGIP)

The City is a voluntary participant in the Local Government Investment Pool, an external investment pool operated by the Washington State Treasurer. The pool is not rated and not registered with the SEC. Rather, oversight is provided by the State Finance Committee in accordance with Chapter 43.250 RCW. Investments in the LGIP are reported at amortized cost, which is the same as the value of the pool per share. The LGIP does not impose any restrictions on participant withdrawals.

The Office of the State Treasurer prepares a stand-alone financial report for the pool. A copy of the report is available from the Office of the State Treasurer, PO Box 40200, Olympia, Washington 98504-0200, online at [www.tre.wa.gov](http://www.tre.wa.gov).

#### Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in event of a failure of a depository financial institution, the City would not be able to recover deposits or would not be able to recover collateral securities that are in possession of an outside party. The City's deposits and certificates of deposit are mostly covered by federal depository insurance (FDIC) or by collateral held in a multiple financial institution collateral pool administered by the Washington Public Deposit Protection Commission (PDPC).

All investments are insured, registered or held by the City or its agent in the government's name.

#### Compensating Balances

The amounts previously referred to as bank balance, also includes a compensating balance maintained with U.S. Bank in lieu of payments for services rendered. The average compensating balance maintained during 2019 was approximately \$3,187,957.

### **Note 3 – Budget Compliance**

#### **A. Budgets**

The City adopts biennially appropriated budgets for thirty-five funds. These budgets are appropriated at the fund level. Several managerial funds, combined for annual financial reporting purposes, are appropriated as separate funds. The budget constitutes the legal authority for expenditures at that level. Biennial appropriations for these funds lapse at the fiscal year end.

Biennially appropriated budgets were adopted on the same basis of accounting as used for financial reporting. Intrafund transactions between managerial funds are reported both as appropriated and actual expenditures in the table below.

The appropriated and actual expenditures for the legally adopted budgets were as follow:

| Budgeted Fund                              | Original<br>Budgeted<br>Expenditures | Final Budgeted<br>Expenditures | Actual<br>Expenditures | Variance   |
|--------------------------------------------|--------------------------------------|--------------------------------|------------------------|------------|
| Total General Fund                         | 15,624,711                           | 16,012,041                     | 13,194,626             | 2,817,414  |
| Budgeted General Sub-Funds                 |                                      |                                |                        |            |
| Sales Tax Reserve                          | 4,143,000                            | 4,193,632                      | 4,168,000              | 25,632     |
| Police Equipment Reserve                   |                                      | 13,506                         | 13,506                 | (0)        |
| Art Acquisition                            | 50,289                               | 60,385                         | 46,330                 | 14,055     |
| Total Budgeted Sub-Funds                   | 4,193,289                            | 4,267,523                      | 4,227,836              | 39,686     |
| Special Revenue Funds                      |                                      |                                |                        |            |
| Street Fund                                | 2,534,141                            | 2,716,248                      | 2,185,033              | 531,215    |
| Arterial Street Fund                       | 5,716,480                            | 6,559,312                      | 2,705,236              | 3,854,076  |
| Traffic Impact Fee Fund                    | 1,398,000                            | 1,460,959                      | 1,307,065              | 153,894    |
| Public Transit Fund                        | 1,481,576                            | 1,575,248                      | 1,252,402              | 322,847    |
| Criminal Justice Fund                      | 841,451                              | 841,451                        | 681,257                | 160,194    |
| Drug Enforcement Fund                      | 6,500                                | 6,500                          | 4,736                  | 1,764      |
| ECTV Ops. & Maintenance Fund               | 103,349                              | 103,349                        | 90,966                 | 12,383     |
| Park Acquisition Fund                      | 1,025,000                            | 1,125,000                      | 405,633                | 719,367    |
| Lodging Tax Fund                           | 1,049,000                            | 1,149,000                      | 900,543                | 248,457    |
| Housing & Related Services Fund            | 332,500                              | 332,500                        | 25,385                 | 307,115    |
| Total Special Revenue Funds                | 14,487,998                           | 15,869,568                     | 9,558,256              | 6,311,312  |
| Debt Service Funds                         |                                      |                                |                        |            |
| Capital Improvement Debt Fund              | 20,000                               | 45,000                         | 35,760                 | 9,240      |
| 2010 Maintenance Bond Debt Fund            | 212,900                              | 213,400                        | 213,370                | 30         |
| Library Bond Debt Fund                     | 170,400                              | 170,400                        | 170,100                | 300        |
| Total Debt Service Funds                   | 403,300                              | 428,800                        | 419,230                | 9,570      |
| Capital Project Funds                      |                                      |                                |                        |            |
| Capital Improvement Bond Projects Fund     | 4,414,658                            | 5,414,658                      | 5,246,580              | 168,078    |
| Sidewalk Improvements Fund                 | 704,000                              | 786,903                        | 523,170                | 263,733    |
| Total Capital Project Funds                | 5,118,658                            | 6,201,561                      | 5,769,750              | 431,811    |
| Trust & Agency Funds                       |                                      |                                |                        |            |
| Library Trust Fund                         | 8,800                                | 8,800                          | 1,947                  | 6,853      |
| Hal Holmes Trust Fund                      | 10,000                               | 10,000                         |                        | 10,000     |
| Fire Relief & Pension Trust Fund           | 137,209                              | 157,209                        | 142,403                | 14,805     |
| Total Agency & Trust Funds                 | 156,009                              | 176,009                        | 144,350                | 31,658     |
| Enterprise Funds                           |                                      |                                |                        |            |
| Stormwater Utility Fund                    | 1,428,248                            | 1,428,248                      | 1,088,047              | 340,201    |
| Telecommunications Utility Fund            | 144,255                              | 294,255                        | 282,277                | 11,978     |
| Natural Gas Utility Fund                   | 6,674,376                            | 8,074,495                      | 7,207,188              | 867,306    |
| Natural Gas Utility Bond Construction Fund |                                      | 105,151                        | 104,143                | 1,008      |
| Electric Utility Fund                      | 17,450,803                           | 17,574,424                     | 16,516,701             | 1,057,723  |
| Water Utility Fund                         | 6,748,766                            | 6,989,125                      | 5,552,064              | 1,437,061  |
| Water Utility Construction Fund            | 1,100,000                            | 1,286,292                      | 1,161,684              | 124,608    |
| Wastewater Utility Fund                    | 5,626,296                            | 5,697,234                      | 4,981,760              | 715,474    |
| Total Enterprise Funds                     | 39,172,744                           | 41,449,224                     | 36,893,865             | 4,555,359  |
| Internal Service Funds                     |                                      |                                |                        |            |
| Shop & Equipment Fund                      | 1,933,829                            | 2,397,161                      | 1,681,892              | 715,270    |
| Health & Benefits Fund                     | 2,211,915                            | 2,378,715                      | 2,440,094              | (61,379)   |
| Risk Management Fund                       | 446,653                              | 466,653                        | 429,445                | 37,208     |
| Information Technology Fund                | 1,517,883                            | 1,517,883                      | 973,328                | 544,555    |
| Total Internal Service Funds               | 6,110,280                            | 6,760,412                      | 5,524,758              | 1,235,654  |
| All Budgeted Funds Total                   | 85,266,988                           | 91,165,138                     | 75,732,673             | 15,432,465 |

Budgeted amounts are authorized to be transferred within funds; however, any revisions that alter the total expenditures of a fund, or that affect the number of authorized employee positions, salary ranges, hours, or other conditions of employment must be approved by the City's legislative body.

The variance in the Health & Benefits Fund is due to an unexpected increase in medical claims. The expenditures are consistent with the Council adopted self-insured medical benefit for employees and within the available resources for the internal service fund.

#### **Note 4 - Property Tax**

The county treasurer acts as an agent to collect property tax levied in the county for all taxing authorities. Collections are distributed after the end of each month.

Property tax revenues are recognized when cash is received by the City. Delinquent taxes are considered fully collectible because a lien affixes to the property after tax is levied.

The City's regular levy for the year 2019 was \$1.783401 per \$1,000 on an assessed valuation of \$1,755,932,713 for a total regular levy of \$3,131,532. In addition, the levy for debt service on a voter approved bond issue was \$0.100454 per \$1,000 on an assessed valuation of \$1,742,089,743 for a total of \$175,000.

#### **Note 5 - Interfund Loans**

The City has an outstanding interfund loan in the total amount of \$644,657. This loan is from the Electric Fund to the General Fund to defease the 2001 & 2002 G.O. bonds.

The following table displays interfund loan activity during 2019:

| <u>Borrowing Fund</u> | <u>Lending Fund</u> | Balance<br><u>1/1/2019</u> | <u>New Loans</u> | <u>Repayments</u> | Balance<br><u>12/31/2019</u> |
|-----------------------|---------------------|----------------------------|------------------|-------------------|------------------------------|
| General Fund          | Light Fund          | \$ 964,657                 | \$ -             | \$ 320,000        | \$ 644,657                   |
|                       |                     | \$ 964,657                 | \$ -             | \$ 320,000        | \$ 644,657                   |

#### **Note 6 – Debt Service Requirements**

##### **Debt Service**

The accompanying Schedule of Liabilities (09) provides more details of the outstanding debt and liabilities of the City and summarizes the City's debt transactions for year ended December 31, 2019.

The debt service requirements for general obligation bonds, revenue bonds and assessment debt are as follows:

| <b>General Obligation Bonds</b>                                    |               |              |               |
|--------------------------------------------------------------------|---------------|--------------|---------------|
|                                                                    | Principal     | Interest     | Total         |
| 2020                                                               | \$ 290,000    | \$ 300,784   | \$ 590,784    |
| 2021                                                               | \$ 310,000    | \$ 290,784   | \$ 600,784    |
| 2022                                                               | \$ 681,675    | \$ 278,250   | \$ 959,925    |
| 2023                                                               | \$ 521,954    | \$ 257,497   | \$ 779,451    |
| 2024                                                               | \$ 537,525    | \$ 241,301   | \$ 778,826    |
| 2025-2029                                                          | \$ 2,967,000  | \$ 917,879   | \$ 3,884,879  |
| 2030-2034                                                          | \$ 2,600,142  | \$ 426,736   | \$ 3,026,878  |
| 2035-2039                                                          | \$ 1,606,704  | \$ 80,273    | \$ 1,686,977  |
| Total                                                              | \$ 9,515,000  | \$ 2,793,504 | \$ 12,308,504 |
|                                                                    |               |              |               |
| <b>General Obligation Debt Issued for Business-Type Activities</b> |               |              |               |
|                                                                    | Principal     | Interest     | Total         |
| 2020                                                               | \$ 11,971     | \$ 7,101     | \$ 19,072     |
| 2021                                                               | \$ 12,309     | \$ 6,763     | \$ 19,072     |
| 2022                                                               | \$ 12,656     | \$ 6,416     | \$ 19,072     |
| 2023                                                               | \$ 13,013     | \$ 6,059     | \$ 19,072     |
| 2024                                                               | \$ 13,380     | \$ 5,693     | \$ 19,073     |
| 2025-2029                                                          | \$ 72,774     | \$ 22,587    | \$ 95,361     |
| 2030-2034                                                          | \$ 83,628     | \$ 11,732    | \$ 95,360     |
| 2035-2039                                                          | \$ 36,846     | \$ 1,299     | \$ 38,145     |
| Total                                                              | \$ 256,576    | \$ 67,651    | \$ 324,227    |
|                                                                    |               |              |               |
| <b>Revenue Bonds</b>                                               |               |              |               |
|                                                                    | Principal     | Interest     | Total         |
| 2020                                                               | \$ 1,201,392  | \$ 450,192   | \$ 1,651,584  |
| 2021                                                               | \$ 1,238,483  | \$ 419,040   | \$ 1,657,524  |
| 2022                                                               | \$ 1,270,770  | \$ 386,932   | \$ 1,657,702  |
| 2023                                                               | \$ 1,059,910  | \$ 355,680   | \$ 1,415,590  |
| 2024                                                               | \$ 1,080,693  | \$ 328,783   | \$ 1,409,476  |
| 2025-2029                                                          | \$ 5,910,739  | \$ 1,154,124 | \$ 7,064,863  |
| 2030-2034                                                          | \$ 2,882,721  | \$ 390,053   | \$ 3,272,774  |
| 2035-2039                                                          | \$ 101,737    | \$ 2,492     | \$ 104,229    |
| Total                                                              | \$ 14,746,445 | \$ 3,487,296 | \$ 18,233,742 |
|                                                                    |               |              |               |
| <b>Assesment Debt/Liabilities (with commitments)</b>               |               |              |               |
|                                                                    | Principal     | Interest     | Total         |
| 2020                                                               | \$ 16,683     | \$ 4,360     | \$ 21,043     |
| 2021                                                               | \$ 16,683     | \$ 3,356     | \$ 20,039     |
| 2022                                                               | \$ 16,683     | \$ 2,352     | \$ 19,036     |
| 2023                                                               | \$ 7,414      | \$ 4,686     | \$ 12,100     |
| 2024                                                               | \$ 7,414      | \$ 901       | \$ 8,315      |
| 2025-2029                                                          | \$ 7,207      | \$ 462       | \$ 7,669      |
| Total                                                              | \$ 72,084     | \$ 16,117    | \$ 88,202     |

*General obligation bonds are direct obligations and pledge the full faith and credit of the government. These bonds are generally 20-year serial bonds with equal amounts of payments each year.*

The 2014 Unlimited Tax Obligation Refunding Bonds were sold to provide funds with which to pay costs associated with remodeling, expanding, and equipping the Ellensburg Public Library and Hal Holmes Community Center in the City and making related capital improvements, and to levy those excess property taxes.

The 2010 Limited Tax General Obligation Bonds were sold to provide funds necessary to pay and reimburse a portion of the costs necessary for several capital projects, including: roof replacement of various municipal buildings; renovations at the City's pool facility and various other recreational properties and facilities; upgrade of an audio system for Council chamber; various transportation related improvements, including traffic signal and road projects, and parking improvements; and a flood plain improvement project.

The 2017 Facilities Capital Bonds were sold to provide funds with which to pay costs associated with remodeling, expanding, and equipping the Ellensburg Police Department and other related capital improvements.

*Revenue bonds are bonds where the government pledges income derived from the acquired or constructed assets to pay debt service. Revenue bonds are created by ordinance, adopted by the City Council, and financed from Enterprise Fund revenues.*

2010 Water/Sewer Ref (99) Bonds for the purpose of paying the cost of carrying out of the system or plan of addition to and betterments and extension of the waterworks utility. The bonds matured in 2019.

2010 Water/Sewer Revenue Bonds for the purpose of paying the cost of carrying out the system or plan of addition to and betterments and extension of the waterworks utility. These include drilling of deep wells, extend water and sewer mains and replace the bio-solid thickening equipment. These bonds will mature in 2029.

2013 Water Bonds for the purpose of paying the cost of carrying out of the system or plan of addition to and betterments and extension of the waterworks utility. Construction of two well houses and the installation of pumps, motors, and electronic control systems and if funds are available the City shall make other improvements to the Waterworks Utility. The bonds will mature in 2022.

2014 Electric Refunding/Revenue Bonds for the purpose of providing funds to refund outstanding electric revenue bonds of the City and to finance the cost of a new substation of the City's electric Utility. The bonds will mature in 2032.

2016 Water/Sewer Refunding (2010) Bonds for the purpose of providing funds to refund outstanding water/sewer revenue bonds of the City. These bonds will mature in 2029.

2016 Gas Bonds for the purpose of proving funds to pay or reimburse the costs of certain capital improvements to and extension of the Natural Gas Utility. These bonds will mature in 2036.

The 2016 Limited Tax General Obligation Bonds were sold to provide funds necessary to repay an interfund loan and too provide funds for long term financing of the City's telecommunication infrastructure. This is a General Obligation Debt issued for Business-Type activities. The bond will mature in 2036.

*Assessment Debt or Conduit Debt obligations are debt instruments issued for the express purpose of*

*providing financing for a third party that is not part of the financial reporting entity.*

Local Improvement District (LIDS) are a means of assisting benefiting properties in financing needed capital improvements through the formation of special assessment districts. All financing was secured through Cashmere Valley Bank, Ellensburg, WA. For the 2019 fiscal year the City had four active LIDS; Tamarack Lane assigned LID #2001-1, improvements included water and sewer mains with service connections, asphalt roadway, and concrete curbs and gutters; Helena Street assigned LID #2004-1, the improvements were street and utility related; 5<sup>th</sup> & Ruby Street assigned LID #1995-1, the improvements were for concrete sidewalks, curbs, gutters, lights, trees, and replacement pavers; and 3<sup>rd</sup> & Ruby Street assigned LID #1997-1, improvements included streets, sidewalks, lighting and trees.

## **Note 7 – Pension Plans**

### **A. State Sponsored Pension Plans**

Substantially all City full-time and qualifying part-time employees participate in the following statewide retirement systems administered by the Washington State Department of Retirement Systems (DRS), under cost-sharing, multiple-employer public employee defined benefit and defined contribution retirement plans:

Public Employees' Retirement System (PERS)  
Law Enforcement Officers' and Fire Fighters' Retirement System (LEOFF)

The State Legislature establishes, and amends, laws pertaining to the creation and administration of all public retirement systems.

The Department of Retirement Systems, a department within the primary government of the State of Washington, issues a publicly available comprehensive annual financial report (CAFR) that includes financial statements and required supplementary information for each plan. The DRS CAFR may be obtained by writing to:

Department of Retirement Systems  
Communications Unit  
P.O. Box 48380  
Olympia, WA 98540-8380

Also, the DRS CAFR may be downloaded from the DRS website at [www.drs.wa.gov](http://www.drs.wa.gov).

At June 30, 2019, (the measurement date of the plans), the City's proportionate share of the collective net pension liabilities, as reported on the Schedule 09, was as follows:

|          | Employer Contributions | Allocation % | Liability (Asset) |
|----------|------------------------|--------------|-------------------|
| PERS 1   | 506,035                | 0.070573%    | 2,713,782         |
| PERS 2/3 | 730,514                | 0.089443%    | 868,796           |
| LEOFF 1  |                        | 0.039938%    | (789,419)         |
| LEOFF 2  | 127,116                | 0.068945%    | (1,597,244)       |

LEOFF Plan 1

The City also participates in LEOFF Plan 1. The LEOFF Plan 1 is fully funded and no further employer contributions have been required since June 2000. If the plan becomes underfunded, funding of the remaining liability will require new legislation. Starting on July 1, 2000, employers and employees contribute zero percent.

#### LEOFF Plan 2

The City also participates in the LEOFF Plan 2. The Legislature, by means of a special funding arrangement, appropriates money from the state general fund to supplement the current service liability and fund the prior service costs of Plan 2 in accordance with the recommendations of the Pension Funding Council and the LEOFF Plan 2 Retirement Board. This special funding situation is not mandated by the state constitution and could be changed by statute.

### B. Local Government Pension Plans

The City is the administrator of a pension retirement system called the Fire Relief and Pension Fund; a single employer defined benefit plan. The system provides retirement, disability, and death benefits to members and beneficiaries. The system is closed with no active members.

As of December 31, 2019, there were a total of 6 individuals covered by this system. Five of them are retirees and one is a widow of a retiree. The net pension liability as reported on the schedule 09 was \$277,350.

Firefighters' Pension Fund (RCW 41.16.050) – The State contributes 25% of the taxes on fire insurance premiums to these plans and is considered a non-employer contributing entity. The amount of these contributions received in 2019 was \$21,436. This is not considered a special funding situation.

### Note 8 – Risk Management

#### A. Pool Insurance

The City of Ellensburg is a member of the Washington Cities Insurance Authority (WCIA). Utilizing Chapter 48.62 RCW (self-insurance regulation) and Chapter 39.34 RCW (Interlocal Cooperation Act), nine cities originally formed WCIA on January 1, 1981. WCIA was created for the purpose of providing a pooling mechanism for jointly purchasing insurance, jointly self-insuring, and/or jointly contracting for risk management services. WCIA has a total of 163 members.

New members initially contract for a three-year term, and therefore automatically renew on an annual basis. A one-year withdrawal notice is required before membership can be terminated. Termination does not relieve a former member from its unresolved loss history incurred during membership.

Liability coverage is written on an occurrence basis, without deductibles. Coverage includes general, automobile, police, errors or omissions, stop gap, employment practices and employee benefits liability. Limits are \$4 million per occurrence in the self-insured layer, and \$16 million in limits above the self-insured layer is provided by reinsurance. Total limits are \$20 million per occurrence subject to aggregates and sublimits. The Board of Directors determines the limits and terms of coverage annually.

Insurance for property, automobile physical damage, fidelity, inland marine, and boiler and machinery coverage are purchased on a group basis. Various deductibles apply by type of coverage. Property coverage is self-funded from the members' deductible to \$750,000, for all perils other than flood and earthquake, and insured above that to \$300 million per occurrence subject to aggregates and sublimits. Automobile physical damage coverage is self-funded from the members' deductible to \$250,000 and insured above that to \$100 million per occurrence subject to aggregates and sublimits.



In-house services include risk management consultation, loss control field services, and claims and litigation administration. WCIA contracts for certain claims investigations, consultants for personnel and land use issues, insurance brokerage, actuarial, and lobbyist services.

WCIA is fully funded by its members, who make annual assessments on a prospectively rated basis, as determined by an outside, independent actuary. The assessment covers loss, loss adjustment, reinsurance and other administrative expenses. As outlined in the interlocal, WCIA retains the right to additionally assess the membership for any funding shortfall.

An investment committee, using investment brokers, produces additional revenue by investment of WCIA's assets in financial instruments which comply with State guidelines.

A Board of Directors governs WCIA, which is comprised of one designated representative from each member. The Board elects an Executive Committee and appoints a Treasurer to provide general policy direction for the organization. The WCIA Executive Director reports to the Executive Committee and is responsible for conducting the day to day operations of WCIA.

#### B. Partial Self Insurance

As of December 31, 2019, the City is partially self-insured for its employee health and benefits program. The City purchased individual and stop loss insurance to limit its risk exposure. The City will pay up to \$90,000 in claims for an individual employee with an aggregating specific deductible of \$45,000 and up to \$2.175 million or 100% of the first monthly aggregate deductible times 12 for the entire group. Once the maximum amount is exceeded then the insurance companies take over. To cover the two million, the City has \$1.954 million in operating revenues in 2019. In 2019 the City had \$380,128 in stop loss recoveries. The City has not exceeded the insurance coverage in the first 7 years of the program.

### **Note 9 - Joint Operations with the County**

The City of Ellensburg and Kittitas County entered into a cooperative service enterprise to purchase and operate the facility previously known as the City/County Community Center (currently known as the Adult Activity Center), effective July 19, 1977. The \$62,500 in initial costs of the facility were split \$46,875 to the City and \$15,625 to the County. The City is responsible for operating and maintaining the facility. The City accounts for the operations of the facility in the Recreation Department of the General Fund. The 2019 operations are as follows:

|                      | <b>Budget</b>     | <b>Actual</b>     |
|----------------------|-------------------|-------------------|
| Kittitas County      | 49,000.00         | 59,008.00         |
| City of Ellensburg   | 96,760.00         | 101,914.00        |
| Tour Fees            | 8,000.00          | 13,952.00         |
| Other Revenues       | 33,800.00         | 34,186.00         |
| <b>Total Support</b> | <b>187,560.00</b> | <b>209,060.00</b> |

A copy of the agreement can be obtained from the City of Ellensburg Finance Department.

#### **Note 10 - Related Party**

Organizations for which a primary government is accountable because that government appoints a voting majority of the board, but is not financially accountable, are related organizations. The City has a Related Organization relationship with Ellensburg Business Development Authority (EBDA), a Washington State non-profit corporation. The Ellensburg City Council by Ordinance 3895, adopted November 15, 1995, created EBDA and approved a Charter for the Authority's operation. The charter (organized pursuant to RCW 35.21.730-.755) provides for undertaking, assisting, facilitating, promoting or providing for business development. EBDA is a stand-alone entity with its own board and authority to control their own assets and liabilities. The City provides funding to EBDA for economic development services provided.

#### **Note 11 – Other Post-Employment Benefits (OPEB) Plans**

The City administers two closed, single employer, defined OPEB plans designed for post-employment health care benefits to 22 police and firefighters who are retired or disabled. Both plans require expenses to be approved by the Kittitas County LEOFF Disability Board. They are the Law Enforcement Officers' and Fire Fighters Retirement System Plan One (LEOFF 1), as required by Washington State law RCW 41.26.150 and the Fire Relief and Pension Plan which provides for pre-LEOFF 1 police and firefighters who retired or disabled.

The Fire Relief and Pension Plan, which pre-dates the Law Enforcement Officers' and Fire Fighters Retirement System Plan, is addressed in RCW 41.26.150(1) which states 'in the case of active or retired firefighters the employer may make the payments provided in this section from the firefighters pension fund established pursuant to RCW 41.16.050 where the fund had been established prior to March 1, 1970. If this pension fund is depleted, the employer shall have the obligation to pay all benefits payable under chapters 41.16 and 41.18 RCW'.

The LEOFF 1 retiree medical plan is directed and defined by the State of Washington Revised Code RCW 41.26.150, states in part 'whenever any active member, or any member hereafter retired, on account of service, sickness, or disability, not caused or brought on by dissipation or abuse, of which the disability board shall be the judge, is confined in any hospital or in home, and whether or not so confined, requires medical services, the employer shall pay for the active or retired member the necessary medical services not payable from some other source as provided for in subsection (2) of this section'.

For both plans, to qualify for medical services, the employee needs to only be active or disability retired, or the employee's service retirement date is that day following separation from LEOFF employment with the City. Employees may retire after 5 years of service after reaching age 50. Employees with 20 years of service who leave employment before retirement age are eligible for medical benefits upon reaching age 50. Insurance for retired individuals is provided through the employer's group plan, which covers both active and qualified retired members. The medical services cover active and retired members only. Spouses are not eligible. Health insurance premiums are paid monthly, and other medical services are paid as billings are presented for payment.

The plans have 20 retired members and zero active. Employer contributions are financed on a pay-as-you-

go basis. During 2019, expenditures of \$334,784 were recognized for other post-employment benefits.

### **Note 12 – Fiduciary Activities**

Washington State law requires counties to act as a fiscal agent on behalf of special purpose districts. The resources collected and held for these districts in a custodial capacity were previously omitted from the financial statements. Starting in fiscal year 2017, counties are required to report the custodial amounts on their financial statements. This requirement resulted in addition of \$72,045 in custodial deposits reported in the statement of *Fiduciary Fund Resources and Uses Arising from Cash Transactions* for the year ended December 31, 2019. In addition, these amounts are now required to be presented by fund type rather than by individual fund.

### **Note 13 – Limitation of Indebtedness**

State law provides that debt cannot be incurred in excess of the following percentages of the value of the taxable property of the city: 1.5% - Without a vote of the people 2.5% - With a vote of the people 5.0% - With a vote of the people provided the indebtedness in excess of 2.5% is for utilities, parks, or open space development.

#### Calculation of Limitation of Indebtedness

|                                                                               |                  | Remaining Debt<br>Capacity |
|-------------------------------------------------------------------------------|------------------|----------------------------|
| Total Taxable Property Value                                                  | \$ 1,755,932,713 |                            |
| 2.5% General purpose limit is allocated between:                              | 43,898,318       |                            |
| Up to 1.5% debt without a vote (RCW 39.36.020)                                | 26,338,991       |                            |
| Less: Outstanding Debt (non-voted)                                            | 9,005,000        |                            |
| Less: Excess of Debt with a Vote                                              | -                |                            |
| Add: Available Assets                                                         | 65,496           |                            |
| Equals remaining debt capacity without a vote                                 |                  | \$17,399,487               |
| Up to 2.5% debt with a vote (RCW 39.36.020)                                   | 34,958,814       |                            |
| Less: Outstanding Debt (voted)                                                | 510,000          |                            |
| Add: Available Assets                                                         | 97,323           |                            |
| Equals remaining debt capacity with a vote                                    |                  | \$34,546,137               |
| 2.5% Utility purpose limit, voted (RCW 39.36.020)                             | 43,898,318       |                            |
| Less: Outstanding Debt                                                        | -                |                            |
| Less: Contracts Payable                                                       | -                |                            |
| Add: Available Assets                                                         | -                |                            |
| Equals remaining debt capacity- Utility purpose, voted                        |                  | 43,898,318                 |
| 2.5% Open Space, park & capital facilities, voted (RCW 39.36.020)             | 43,898,318       |                            |
| Less: Outstanding Debt                                                        | -                |                            |
| Less: Contracts Payable                                                       | -                |                            |
| Add: Available Assets                                                         | -                |                            |
| Equals remaining debt capacity - Open space, park & capital facilities, voted |                  | \$ 43,898,318              |

**Note 14 – Contingencies and Litigations**

Presently there are two lawsuits pending against the City for personal injury. The assessed potential liability of the claims is low.

**Note 15 – Construction Commitment**

The City has active construction projects as of December 31, 2019.  
These projects commitments include:

| <b>Project</b>                                         | <b>Amount<br/>Remaining on<br/>Contract</b> |
|--------------------------------------------------------|---------------------------------------------|
| Willow Street Improvements 18-084                      | 3,008                                       |
| Active Transportation Program 18-113                   | 263                                         |
| University Way Gateway Project 17-114 & 18-102         | 214,314                                     |
| Bridge Load Ratings Update 19-075                      | 34,815                                      |
| 18th & Walnut Signalization 19-106                     | 52,349                                      |
| Dean Nicholson Blvd & Wildcat Way Signalization 19-106 | 52,391                                      |
| Reecer Creek Land Acquisition Phase II 17-133          | 12,192                                      |
| Gas Cathodic Protection                                | 34,113                                      |
| Gas Meter Testing                                      | 6,311                                       |
| Gas Meter Purchases                                    | 15,618                                      |
| Light Conservation Programs                            | 30,000                                      |
| Light Substation Bushing Replacement                   | 20,250                                      |
| Light Transformer Testing                              | 12,996                                      |
| Bull Road Water, Sewer, Gas & Light Extensions 15-125  | 161,019                                     |
| Water System Plan Update 17-135 & 19-090               | 88,009                                      |
| Telemetry System SCADA Upgrade 19-080                  | 10,978                                      |
| Illinois Well Drilling 17-136                          | 11,103                                      |
| Illinois Well Outfitting 19-110                        | 82,409                                      |
| WwTF Electrical Upgrade Phase II 16-078                | 3,867                                       |

## **Note 16 – Subsequent Events**

### **COVID 19**

In February 2020, the Governor of the state of Washington declared a state of emergency in response to the spread of a deadly new virus. In the weeks following the declaration, precautionary measures to slow the spread of the virus have been ordered. These measures include closing schools, colleges and universities, cancelling public events, prohibiting public and private gatherings, and requiring people to stay home unless they are leaving for an essential function.

The actual and even the potential financial or operational impact on the City, is not known as this time. We continue to update what we feel is the potential financial and operational impacts as information becomes available. Unfortunately, with no “end date” to the current pandemic, impacts are changing daily as the re-opening our state continues to be pushed back. Year-end tax revenue for all tax sources is projected to come in 18.52% below budget. The City has sufficient reserves to carry us through projected funding decreases for 2020. We anticipate updating and addressing the revenue reductions each quarter. Staff is currently evaluating all purchases for need and only approving expenditures that are essential for conducting City business. Management has implemented a hiring freeze on all General Fund positions. This freeze applies to both temporary and part-time employees idled as a result of the stay at home order and may be reemployed on a case by case basis. 2020 projects have been put on hold until we are able to review that the funding source is still in place and at such time as we can decide if the project will be cancelled or rescheduled for a later date.

The length of time these measures will be in place, and the full extent of the financial impact on the City is unknown at this time.

### **Stormwater Bond**

On March 4, 2020, the City secured a private placement revenue bond up to \$5,000,000 through Northwest Municipal Advisors for the purpose of funding capital improvements to the Stormwater Utility, including the purchase of 56 acres of active floodplain and construction of a bridge and levee. After the initial draw of \$3,000,000, the remaining \$2,000,000 will be available for future draws, and must be completed by December 1, 2021. The interest rate is a fixed rate of 2.87% and has a term of 20 years.

### **Interfund Loan from the Shop Fund to the Affordable Housing Fund**

Resolution 2020-11, adopted April 20, 2020, authorizes an Interfund Loan of \$50,000, for a period not to exceed three years, from the Shop Fund to the Affordable Housing Fund. Governor Inslee issued Proclamation 20-05 and as a result thereof, City of Ellensburg low income residents suffered the economic impacts, particularly unable to pay their rent. The City began to receive HB 1406 funds but was insufficient to meet the need for Ellensburg residents’ rental assistance. The City Council authorized and approved the Interfund Loan for the purpose of providing rental assistance to qualifying renters through Hopesource, as provided in the Professional Services Agreement for Emergency Rental Assistance between the City of Ellensburg and Hopesource.

**City of Ellensburg**  
**Schedule of Liabilities**  
**For the Year Ended December 31, 2019**

| <b>ID. No.</b>                                               | <b>Description</b>                   | <b>Due Date</b> | <b>Beginning Balance</b> | <b>Additions</b>  | <b>Reductions</b> | <b>Ending Balance</b> |
|--------------------------------------------------------------|--------------------------------------|-----------------|--------------------------|-------------------|-------------------|-----------------------|
| <b>General Obligation Debt/Liabilities</b>                   |                                      |                 |                          |                   |                   |                       |
| 251.11                                                       | LTGO Bonds, 2010                     | 12/1/2030       | 1,930,000                | -                 | 125,000           | 1,805,000             |
| 251.12                                                       | UTGO Bonds, 2014                     | 12/1/2022       | 660,000                  | -                 | 150,000           | 510,000               |
| 251.11                                                       | LTGO Bonds, 2017                     | 12/1/2037       | 121,200                  | 7,078,800         | -                 | 7,200,000             |
| 251.11                                                       | LTGO Bonds, 2016, issued for Telecom | 12/1/2036       | 268,218                  | -                 | 11,643            | 256,575               |
| <b>Total General Obligation Debt/Liabilities:</b>            |                                      |                 | <b>2,979,418</b>         | <b>7,078,800</b>  | <b>286,643</b>    | <b>9,771,575</b>      |
| <b>Revenue and Other (non G.O.) Debt/Liabilities</b>         |                                      |                 |                          |                   |                   |                       |
| 259.12                                                       | Compensated Absences                 |                 | 1,670,125                | -                 | 54,728            | 1,615,397             |
| 264.30                                                       | Net Pension Liability                |                 | 4,989,216                | -                 | 1,129,288         | 3,859,928             |
| 252.11                                                       | Water/Sewer Bond -2010               | 12/1/2019       | 230,000                  | -                 | 230,000           | -                     |
| 252.11                                                       | Water/Sewer Refunding Bonds          | 12/1/2019       | 260,000                  | -                 | 260,000           | -                     |
| 252.11                                                       | Water Bond- 2013                     | 12/1/2022       | 908,018                  | -                 | 217,560           | 690,458               |
| 252.11                                                       | Electric Refunding Bond - 2014       | 12/1/2025       | 2,435,000                | -                 | 320,000           | 2,115,000             |
| 252.11                                                       | Electric Bond - 2014                 | 12/1/2025       | 4,495,000                | -                 | 15,000            | 4,480,000             |
| 252.11                                                       | Gas 2016                             | 12/1/2036       | 787,916                  | -                 | 36,929            | 750,987               |
| 252.11                                                       | Water Sewer Refunding 2016           | 12/1/2029       | 6,800,000                | -                 | 90,000            | 6,710,000             |
| 264.40                                                       | OPEB                                 |                 | -                        | 7,643,736         | -                 | 7,643,736             |
| <b>Total Revenue and Other (non G.O.) Debt/Liabilities:</b>  |                                      |                 | <b>22,575,275</b>        | <b>7,643,736</b>  | <b>2,353,505</b>  | <b>27,865,506</b>     |
| <b>Assessment Debt/Liabilities (with commitments)</b>        |                                      |                 |                          |                   |                   |                       |
| 253.43                                                       | LID Warrants with Commitments        | 7/29/2025       | 89,777                   | -                 | 17,693            | 72,084                |
| <b>Total Assessment Debt/Liabilities (with commitments):</b> |                                      |                 | <b>89,777</b>            | <b>-</b>          | <b>17,693</b>     | <b>72,084</b>         |
| <b>Total Liabilities:</b>                                    |                                      |                 | <b>25,644,470</b>        | <b>14,722,536</b> | <b>2,657,841</b>  | <b>37,709,165</b>     |

**City of Ellensburg**  
**SCHEDULE OF STATE FINANCIAL ASSISTANCE (unaudited)**  
**For Fiscal Year ended December 31, 2019**

| Grantor                                                 | Program Title                                                                              | Identificaton Number     | Amount           |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------|--------------------------|------------------|
| State Grant from Transportation Improvement Board (TIB) |                                                                                            |                          |                  |
|                                                         | University Way/Wildcat Way Intersection                                                    | 8-4-17.5(019)-1          | 801,205          |
|                                                         | Complete Streets Active Transportation Plan Update                                         | NA                       | 50,000           |
| <b>Sub-total:</b>                                       |                                                                                            |                          | <b>851,205</b>   |
| State Grant from Department of Ecology                  |                                                                                            |                          |                  |
|                                                         | Gateway to the City of Ellensburg Stormwater LID Retrofit - University Way Gateway Project | WQC-2019-EllePW-000122-1 | 42,964           |
| <b>Sub-total:</b>                                       |                                                                                            |                          | <b>42,964</b>    |
| State Grant from Department of Transportation           |                                                                                            |                          |                  |
|                                                         | ADA Compliance/UPWP Project Selection SFY 18-19                                            | NA                       | 10,447           |
|                                                         | UPWP Project Selection SFY20-21/Bridge Load Rating Updates                                 | NA                       | 4,546            |
|                                                         | Central Transit Rural Mobility Competitive                                                 | PTDO018                  | 160,365          |
|                                                         | Central Transit Consolidated Grant                                                         | 2017-2019                | 158,135          |
| <b>Sub-total:</b>                                       |                                                                                            |                          | <b>333,493</b>   |
| <b>Grand total:</b>                                     |                                                                                            |                          | <b>1,227,662</b> |



**City of Ellensburg**  
**Schedule of Expenditures of Federal Awards**  
**For the Year Ended December 31, 2019**

| Federal Agency<br>(Pass-Through Agency)                                                                                                                 | Federal Program                         | CFDA<br>Number | Other Award<br>Number       | Expenditures                    |                       |                | Passed through<br>to<br>Subrecipients | Note |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------|-----------------------------|---------------------------------|-----------------------|----------------|---------------------------------------|------|
|                                                                                                                                                         |                                         |                |                             | From Pass-<br>Through<br>Awards | From Direct<br>Awards | Total          |                                       |      |
| OFFICE OF JUSTICE<br>PROGRAMS, JUSTICE,<br>DEPARTMENT OF                                                                                                | Bulletproof Vest<br>Partnership Program | 16.607         | NA                          | -                               | 2,245                 | 2,245          | -                                     | 1    |
| <b>Highway Planning and Construction Cluster</b>                                                                                                        |                                         |                |                             |                                 |                       |                |                                       |      |
| FEDERAL HIGHWAY<br>ADMINISTRATION,<br>TRANSPORTATION,<br>DEPARTMENT OF (via<br>Department of Transportation)                                            | Highway Planning and<br>Construction    | 20.205         | STPUS-9919<br>(003);LA-9451 | 14,003                          | -                     | 14,003         | -                                     | 1,2  |
| FEDERAL HIGHWAY<br>ADMINISTRATION,<br>TRANSPORTATION,<br>DEPARTMENT OF (via<br>Department of Transportation)                                            | Highway Planning and<br>Construction    | 20.205         | TAP-9919<br>(002);LA-9180   | 309,035                         | -                     | 309,035        | -                                     | 1,2  |
| FEDERAL HIGHWAY<br>ADMINISTRATION,<br>TRANSPORTATION,<br>DEPARTMENT OF (via<br>Department of Transportation -<br>Public Transportation)                 | Highway Planning and<br>Construction    | 20.205         | NA                          | 154,075                         | -                     | 154,075        | -                                     | 1    |
| <b>Total Highway Planning and Construction Cluster:</b>                                                                                                 |                                         |                |                             | <b>477,113</b>                  | <b>-</b>              | <b>477,113</b> | <b>-</b>                              |      |
| <b>Highway Safety Cluster</b>                                                                                                                           |                                         |                |                             |                                 |                       |                |                                       |      |
| NATIONAL HIGHWAY TRAFFIC<br>SAFETY ADMINISTRATION,<br>TRANSPORTATION,<br>DEPARTMENT OF (via<br>Washington Association of<br>Sheriffs and Police Chiefs) | State and Community<br>Highway Safety   | 20.600         | NA                          | 6,411                           | -                     | 6,411          | -                                     | 1    |

*The accompanying notes are an integral part of this schedule.*

**City of Ellensburg**  
**Schedule of Expenditures of Federal Awards**  
**For the Year Ended December 31, 2019**

| Federal Agency<br>(Pass-Through Agency)                                                                                                          | Federal Program                                                                                                  | CFDA<br>Number | Other Award<br>Number | Expenditures                    |                       |                | Passed through<br>to<br>Subrecipients | Note |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|----------------|-----------------------|---------------------------------|-----------------------|----------------|---------------------------------------|------|
|                                                                                                                                                  |                                                                                                                  |                |                       | From Pass-<br>Through<br>Awards | From Direct<br>Awards | Total          |                                       |      |
| NATIONAL HIGHWAY TRAFFIC<br>SAFETY ADMINISTRATION,<br>TRANSPORTATION,<br>DEPARTMENT OF (via<br>Washington Traffic Safety<br>Commission)          | National Priority Safety<br>Programs                                                                             | 20.616         | NA                    | 5,601                           | -                     | 5,601          | -                                     | 1    |
| NATIONAL HIGHWAY TRAFFIC<br>SAFETY ADMINISTRATION,<br>TRANSPORTATION,<br>DEPARTMENT OF (via<br>Washington Traffic Safety<br>Commission)          | National Priority Safety<br>Programs                                                                             | 20.616         | NA                    | 1,083                           | -                     | 1,083          | -                                     | 1    |
| <b>Total CFDA 20.616:</b>                                                                                                                        |                                                                                                                  |                |                       | <b>6,684</b>                    | <b>-</b>              | <b>6,684</b>   | <b>-</b>                              |      |
| <b>Total Highway Safety Cluster:</b>                                                                                                             |                                                                                                                  |                |                       | <b>13,095</b>                   | <b>-</b>              | <b>13,095</b>  | <b>-</b>                              |      |
| Institute of Museum and Library<br>Services, Institute of Museum<br>and Library Services (via<br>Washington State Library)                       | Grants to States                                                                                                 | 45.310         | G-6167                | 4,652                           | -                     | 4,652          | -                                     | 1    |
| <b>Aging Cluster</b>                                                                                                                             |                                                                                                                  |                |                       |                                 |                       |                |                                       |      |
| ADMINISTRATION FOR<br>COMMUNITY LIVING (ACL),<br>HEALTH AND HUMAN<br>SERVICES, DEPARTMENT OF<br>(via Department of Health and<br>Human Services) | Special Programs for<br>the Aging, Title III, Part<br>B, Grants for Supportive<br>Services and Senior<br>Centers | 93.044         | ALTCPSA 2017<br>-21   | 3,425                           | -                     | 3,425          | -                                     | 1    |
| <b>Total Aging Cluster:</b>                                                                                                                      |                                                                                                                  |                |                       | <b>3,425</b>                    | <b>-</b>              | <b>3,425</b>   | <b>-</b>                              |      |
| <b>Total Federal Awards Expended:</b>                                                                                                            |                                                                                                                  |                |                       | <b>498,285</b>                  | <b>2,245</b>          | <b>500,530</b> | <b>-</b>                              |      |

*The accompanying notes are an integral part of this schedule.*

CITY OF ELLENSBURG, WASHINGTON

**Notes to the Schedule of Expenditures of Federal Awards  
For the Year Ended December 31, 2019**

**Notes 1 and 7 are required for all governments.** Disclose other notes only if applicable to the government circumstances.

**Note 1 – Basis of Accounting**

This schedule is prepared on the same basis of accounting as the City's financial statements. The City reports financial activity in accordance with the *Cash Basis Budgeting, Accounting and Reporting System* (BARS) Manual prescribed by the State Auditor's Office under the authority of Washington State law, Chapter 43.09 RCW.

**Note 2 – Program Costs (If applicable.)**

The amounts shown as current year expenditures represent only the federal grant portion of the program costs. Entire program costs, including the City's portion, are more than shown. Such expenditures are recognized following, as applicable, either the cost principles in the OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

**Note 7 – Indirect Cost Rate (Required to state whether or not the *de minimis* indirect cost rate was elected.)**

The City has elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance. However, the City chooses not to add the indirect costs to Federally awarded programs.



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** July 6, 2020

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

**Submitted by:** Derek Mayo Public Works & Utilities

**Recommended Action or Motion:** Staff recommends Council:

- Award bid call 2020-16, for schedules A, B and C, to Neppel Electric & Controls, LLC in the amount of \$1,377,516.97, the lowest responsive and responsible bidder.
- Approve the necessary adjustments to the 2020 Light Fund budget for schedule C.

**Background/Summary:** Bids were received on Wednesday, June 24th, 2020 for the above mentioned project. Neppel Electric & Controls, LLC was the lowest responsive and responsible bidder in the amount of \$1,377,516.97. Council is being requested to award the bid to Neppel Electric & Controls, LLC.

Due to construction of a new health sciences facility, Central Washington University (CWU) completed a Traffic Impact Analysis showing the intersections of 14th Avenue and Wildcat Way and 18th Avenue and Walnut Street falling below the level of service committed to by the City of Ellensburg. To mitigate the issue, CWU has partnered with the City to help fund the design and construction of the traffic signals at these intersections. The project includes installation of a traffic signal system, upgraded illumination system and ADA upgrades at both intersections. Due to location of the project and economy of scale, the City Electric Utility elected to take advantage of this opportunity to include work to expand the underground electrical pathway in the vicinity to support future relocation of electrical distribution. This additional electrical work is included in the City's Electrical System Plan and was slated for construction within the next few years.

The project was bid with three bid schedules:

- Schedule "A": 14th Ave/Wildcat Way. This schedule

includes all work needed to construct the traffic signal system and associated improvements at the intersection of 14th Avenue and Wildcat Way

- Schedule “B”: 18th Ave/ Walnut St. This schedule includes all work needed to construct the traffic signal system and associated improvements at the intersection of 18th Avenue and Walnut Street
- Schedule “C”: Electric Utility Improvements. This schedule includes the installation of underground electrical pathway in the vicinity of both intersections for future relocation of electrical distribution.

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

**Analysis:** The project was advertised and bids received are as follows:

- Belsaas & Smith Construction, Inc.: \$1,448,376.02
- Neppel Electric & Controls, LLC: \$1,377,516.97
- Engineer’s Estimate: \$1,304,524.91

The low bid submitted by Neppel Electric & Controls, LLC is within the amount budgeted for the project.

**Financial Impact:** The total project is estimated to cost \$1,377,516.97. Costs for Schedules “A” & “B” are included in the 2019/2020 biennial budget. Costs for Schedule “C” were not budgeted and will require a supplemental appropriation to the 2020 Light Budget.

Schedule “A” is estimated to cost \$553,651.50 and will be funded by CWU per the attached Scope of Work agreement, plus applicable engineering and inspection costs. A Traffic Impact Fee amount of \$62,959 paid to the City by CWU at the time of building permit for the health sciences facility will be applied toward the cost of Schedule “A”.

Schedule “B” is estimated to cost \$582,800.50 and will be funded through Traffic Impact Fees.

Schedule "C" is estimated to cost \$241,064.97 for the Electric Utility improvements and will be funded from the Light Fund fund balance. Additional expenditure authority is needed for this schedule. Adequate fund balance exists in the Light Fund.

**Attachments:**

[Award letter](#)

[North Campus Signalization\\_Scope Agreement with CWU](#)

June 25, 2020

City of Ellensburg  
Department of Public Works  
Attention: Hunter Slyfield  
501 N Anderson Street  
Ellensburg, WA 98926

Re: Contract Award for City of Ellensburg Bid Call No. 2020-16

Dear Mr. Slyfield,

Perteet Inc. has reviewed the submitted bids for the following projects:

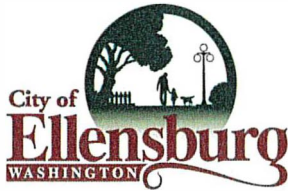
- North Campus Signalization (Project No. 19-106)

Upon review of the bid item prices and overall costs that were submitted, we take no exception to Neppel Electric and Controls, LLC as the apparent low bidder. Perteet understands that the City of Ellensburg will perform the review of the full bid package for compliance with minimum qualifications of RCW 39.04.350(1), to verify that they are considered a responsible bidder and are qualified to be awarded a public works project.

Sincerely,



**Karissa Witthuhn, PE**  
Project Manager  
Perteet Inc.  
509.619.7033  
karissa.witthuhn@perteet.com



# CITY OF ELLENSBURG

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

## Scope of Work Between Central Washington University and the City of Ellensburg

Central Washington University (CWU) and the City of Ellensburg (City) hereby enter into this defined scope of work as required in the original Agreement for Provision of Services executed as of July 18, 2005.

1. **Project Title:** CWU Health Sciences Building Traffic Mitigation
2. **Scope of Work:** Per the Traffic Impact Analysis completed by CWU for the Health Sciences Building project, required mitigation includes the installation of traffic signals at the intersections of 14<sup>th</sup> Avenue and Wildcat Way and also the intersection of 18<sup>th</sup> Avenue and Walnut Street. CWU requests the design and construction of these two traffic signals be completed by the City.
3. **Project Cost:** The preliminary project estimates for the two signals are:

|                                          |              |
|------------------------------------------|--------------|
| • 18 <sup>th</sup> Ave. and Walnut St.:  | \$686,962.50 |
| • 14 <sup>th</sup> Ave. and Wildcat Way: | \$666,907.50 |
| TOTAL:                                   | \$1,353,870  |

The City, contingent on Council budget authorization, agrees to utilize City funds to design and construct the traffic signal at the intersection of 18<sup>th</sup> Ave. and Walnut St.

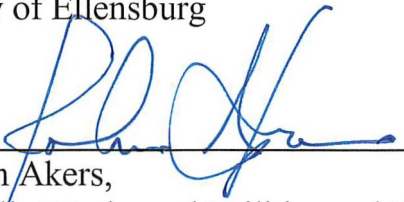
CWU agrees to fund the design and construction of the traffic signal at the intersection of 14<sup>th</sup> Ave. and Wildcat Way, for a not to exceed cost of \$667,000. The Traffic Impact Fee amount of \$62,959 to be paid to the City at time of building permit will be credited towards the total obligation of the traffic signal.

4. **Terms and Conditions:** Except as amended herein, all other terms and conditions of the original Agreement apply to this scope of work:



- The 15% billing and administrative services costs will be waived and not charged to CWU in addition to hard costs.

City of Ellensburg

  
\_\_\_\_\_  
John Akers,  
Public Works and Utilities and Director

9-30-19  
Date

Central Washington University

  
\_\_\_\_\_  
Andreas Bohman,  
Vice President of Operations Division

9-30-2019  
Date



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** July 6, 2020

**Item Title/Agenda Subject:** Proposed amendment to a 2020 Historic Preservation Grant awarded to 420 N Pearl, LLC, as recommended by the Landmarks and Design Commission on February 19, 2020.

**Submitted by:** Stacey Henderson Community Development

**Recommended Action or Motion:** Consider approval of the proposed amendment to the 2020 Historic Preservation Grant originally awarded by City Council to 420 N Pearl, LLC on November 18, 2019.

**Background/Summary:**

On October 1, 2019, the Landmarks and Design Commission recommended that 420 N Pearl, LLC be awarded a 2020 Historic Preservation Grant in the amount of \$5,000. The proposed use of the grant funds was to help restore and reset loose precast stone between the parapet and the decorative panels located above the upper level window on the far right side of the Pearl Street Façade of the 420 Building. This grant proposal was approved by Ellensburg City Council on November 18, 2019.

Due to safety reasons and inclement weather, the loose stone needed to be fixed before the end of 2019. Because the work was completed in 2019, it was not possible for the City to disburse the money with 2020 grant funds. In addition, an executed contract must be in place prior to disbursement of funds, which had not happened yet.

Staff recognizes that fixing the stone work for safety reasons was in the best interest of all parties and for the safety of the public. The applicant has worked with staff to develop a new proposal, wherein the applicant can apply for an amendment to the original 420 N. Pearl, LLC grant proposal. This amendment to the original proposal will utilize the same \$5,000 originally awarded for façade work on the 420 building, towards a newly proposed façade project on the 420 Building that can be completed in the year 2020.

The new proposed project is for façade improvements to the 5th Ave entrance of the 420 Building, as seen in the attached project proposal. The applicant wishes to replace some frosted window panes that do not match the rest of the windows of the building, remove the swamp cooler above the door, and replace the door with an exterior door to match the height, material, and detailing of the original door. Many of the proposed items the applicant wishes to remove or replace appear to have been incorporated into the building in the 1960's, and are not original features to the historic façade. Therefore, the proposed work was found to be compatible with the historic character of the building, helping to restore the 5th Ave entrance back to its original appearance.

This new proposed project was presented before the Landmarks and Design Commission on February 19, 2020, and recommended for approval as an amendment to the original project proposal.

**Previous Council Action:**

City Council, on November 18, 2019, approved the original proposal to award a 2020 Historic Preservation Grant Program Grant in the amount of \$5,000, to 420 N. Pearl LLC for façade work on the 420 Building.

**Analysis:**

The 420 Building is a significant contributing historic structure to the Ellensburg Downtown Landmark District. The applicant has proposed an amendment to the previously-approved grant project, wherein a new façade project will occur on the same historic structure, the 420 building. The Landmarks and Design Commission recommended approval of the amendment to the original grant for this façade proposal on February 19, 2020, as it has been found to be compatible with the historic character of the building, and would help restore the 5th street entrance back to its original appearance.

**Financial Impact:**

The \$5,000 has already been approved as a 2020 Historic Preservation Grant for a façade project on the 420 N. Pearl building. This new façade project will still happen within the 2020 year, utilizing the same \$5,000 already allocated for the original façade project.

**Attachments:**

[420 Bldg Grant Amendment Request](#)

## Site Plan

## Exhibit A



## Exhibit B

Landmarks and Design Commission

January 15, 2020



Dear Commissioner,

I am seeking an amendment to a Historic Preservation Grant approved by the Landmarks and Design Commission and subsequently approved by the City Council. I had received a \$5000 grant for a façade repair grant in the 2020 program, but due to safety concerns and upcoming weather considerations, that project had to be advanced more quickly than I had anticipated in the application, and in advance of the Council's final approval of the 2020 funding program.

Therefore I am asking Landmarks and Design to consider this amendment to my original façade improvement proposal.

As you will note, this proposal is also an exterior façade improvement. The amendment continues to support exterior improvements to the 420 building, preserves the historic nature of the building, and restores the façade with an eye towards restoration more consistent with the original building construction.

Thank you for your consideration.

Sincerely,

Mollie Edson

Owner, 420 Building



**City of Ellensburg  
Landmarks and Design Commission  
2019 Historic Preservation Grants Program**



**Introduction**

The Ellensburg City Council has developed a community grants program to be administered by the Landmarks and Design Commission (LDC). This document presents the LDC's goals and guidelines for this program, called **Historic Preservation Grants**.

The community grants program was developed by City Council to support community efforts to address community needs and build the capacity of the city. Each year the city designates 0.3 percent of the previous year's sales tax revenue (April 1 to March 31) to provide matching fund grants to community groups toward making improvements in the community. When the program was developed in 2015, it was anticipated that the funds available through the program would average \$10,000 annually. Since that time, the grant awards for historic preservation have ranged from \$11,140 in 2016 to \$14,588 in 2019. Each year, the available grant funding will vary dependent on sales tax revenue from the prior year.

**Grant Program Goals**

- Foster public initiative and participation in maintaining National, State, and Ellensburg registers of historic places.
- Provide assistance for renovation and rehabilitation of historic properties within the City of Ellensburg.
- Develop programs to create incentives for historic preservation, and provide outreach through education and information programs.
- Provide assistance to avoid demolition of historic properties.

**Types of Projects**

Based upon an analysis of the LDC's purposes as set forth in the Code and in the Comprehensive Plan goals, policies and programs, the grant program will focus on projects in the goal areas listed above. Specific examples of the types of projects are as follows.

- Construction projects aimed at preserving, rehabilitating, or restoring the exterior character-defining features of structures designated as historic (or located within a historic district), or aimed at maintaining the structural integrity of a historic structure.
- Conduct surveys of historic properties to identify properties or districts with potential for listing on the Ellensburg Landmarks Register.
- Support installation of interpretive signs.
- Move endangered register-eligible properties.

obtaining forms is **Community Development Dept., City Hall, 501 N. Anderson St, Ellensburg, WA 98926.**

Applications will be reviewed by City staff to determine eligibility. Only those applications that meet the grant requirements will be forwarded to the Landmarks and Design Commission for consideration.

**Project Description:** Please provide a detailed description of the project, including purpose, project approach, location, applicant's contact information, a summary of project costs, and how the project meets the grant program goals.

**Work Plan:** List in chronological order the specific steps you will take to complete this project. Next to each step, identify who will be responsible for the activity and the estimated date of completion.

**Budget Plan:** List each resource and quantity needed to complete your project. Calculate the total cost for each resource, including tax. Next, break down the total cost of each resource by how much is applicant in-kind, applicant cash, and how much of the City's funds you will spend on this resource. Volunteer labor is valued at the standard IRS hourly rate, equipment use donations are valued at the hourly rate the equipment would be rented for; and donated professional services are valued at the "reasonable and customary" rate for the services.

### **Review Process**

Written applications are due to the Department by **August 31<sup>st</sup>** and will be reviewed by the Community Development Department Senior Planner for Historic Preservation to determine eligibility. All eligible projects will be forwarded to the Landmarks and Design Commission and scored using the rating form included in the application packet. Projects meeting the eligibility requirements will be moved forward in the review process, and will be expected to give an oral presentation to the Commission.

Applicants chosen must present their projects to the Landmarks and Design Commission (LDC) at its regularly scheduled October meeting on the first Tuesday. In the presentation, it will be necessary to give an overview of the project and explain how it addresses the LDC's purposes and the City's Comprehensive Plan goals, policies and programs as outlined in the application packet. The Comprehensive Plan itself is available on the City's website, where the relevant material is found on pages 209-214.

The LDC will make a funding recommendation to the City Council. The application becomes invalid if the applicant or designated representative is not present at the Commission meeting to present the project. Applicants may be asked to present their projects again to the City Council.

The City reserves the right to not expend all the funds available in this program per applicable laws and policies.



City of Ellensburg Community Development Department  
Historic Preservation Grants Program  
Project Description

**Project Information** (Attach additional sheets as needed)

Description of the project (please be as detailed as possible). A separate page may be attached to provide a more in-depth narrative:

- REPLACE BROSTED WINDOWS, put in by City in 1960.
- TAKE OUT SWAMP COOLER GRILL, put in by City in 1960.
- REPLACE EXTERIOR DOOR to match HEIGHT, MATERIAL, DETAILING OF ORIGINAL DOOR.

Does this project involve a property listed on the Ellensburg Landmarks Register? If not, please specify if the subject property is proposed for nomination. If the property is not listed on the Ellensburg Landmarks Register, please describe how the project meets the goals of the grant program:

YES

**Contact Person**

Name: Mollie EPSON  
Organization Representing: 420 N. PEARL LLC  
Contact Address: 420 N. PEARL  
City/State/Zip: ELLensburg, WA 98926  
Phone (two numbers preferred): 206-355-3538  
E-mail: MOLLIEEPSON@GMAIL.COM

**Project Cost**

Amount Requested from the City: \$ 5,000  
Cash Amount from Applicant: \$ 6,200  
"In-Kind" Amount from Applicant: \$ 0  
Cash from other Sources: \$ 0  
Please list other sources:  
Total Project Cost: \$ 11,200

**City of Ellensburg Community Development Department  
Historic Preservation Grants Program - Budget Plan**

| <b>1. Personnel</b> |                        |                     |                        |                        |
|---------------------|------------------------|---------------------|------------------------|------------------------|
| Item                | Total Cost             | Applicant "In-Kind" | Applicant Cash         | Requested Grant        |
| <i>Demolition</i>   | <i>620</i>             |                     | <i>310</i>             | <i>310</i>             |
| <i>Contractor</i>   | <i>2,800</i>           |                     | <i>1,400</i>           | <i>1,400</i>           |
|                     |                        |                     |                        |                        |
|                     |                        |                     |                        |                        |
| <b>Sub Total</b>    | <b>\$ <i>3,420</i></b> | <b>\$</b>           | <b>\$ <i>1,710</i></b> | <b>\$ <i>1,710</i></b> |

| <b>2. Supplies/Equipment Materials</b> |                        |                     |                        |                        |
|----------------------------------------|------------------------|---------------------|------------------------|------------------------|
|                                        | Total Cost             | Applicant "In-Kind" | Applicant Cash         | City's Cash Match      |
| <i>Lumber, GWS, Paint</i>              | <i>700</i>             |                     | <i>350</i>             | <i>350</i>             |
| <i>G/SS</i>                            | <i>480</i>             |                     | <i>240</i>             | <i>240</i>             |
| <i>DOOR + TRIM</i>                     | <i>4,600</i>           |                     | <i>2,300</i>           | <i>2,300</i>           |
| <i>HDUE</i>                            | <i>800</i>             |                     | <i>400</i>             | <i>400</i>             |
|                                        |                        |                     |                        |                        |
| <b>Sub Total</b>                       | <b>\$ <i>6,580</i></b> | <b>\$</b>           | <b>\$ <i>3,290</i></b> | <b>\$ <i>3,290</i></b> |

| <b>3. Professional Services</b> |                        |                     |                        |                    |
|---------------------------------|------------------------|---------------------|------------------------|--------------------|
| Item                            | Total Cost             | Applicant "In-Kind" | Applicant Cash         |                    |
| <i>Architect</i>                | <i>1,200</i>           |                     | <i>1,200</i>           | <i>0</i>           |
|                                 |                        |                     |                        |                    |
|                                 |                        |                     |                        |                    |
|                                 |                        |                     |                        |                    |
| <b>Sub Total</b>                | <b>\$ <i>1,200</i></b> | <b>\$</b>           | <b>\$ <i>1,200</i></b> | <b>\$ <i>0</i></b> |

*total cost 11,200*

*6,200*

*5,000*

## Landmarks and Design Commission Purposes

## Comprehensive Plan Goals/Policies/Programs

### Create and maintain landmark registers

Historic resource inventory

HP-1 A1

Ellensburg landmarks register

HP-1 A1, HP-2 A7

Review citizen nominations to ELR

HP-1 A1

Submit nominations to WA & National Registers

HP-1 A1, A2

### Review proposals to alter (including signage) or demolish landmarks

Adopt standards to guide review & COA issuance

HP-1 A2, A4, HP-2 A8, HP-3 B1

Advise DCD on development proposals affecting historic resources

HP-2 A6, A8

Compile resources to assist in avoiding demolition

HP-1 A4, HP-2 A1, A4, A9, HP-4 A1

Consider proposing a property maintenance ordinance

HP-1 A3

### Create incentives for historic preservation

Develop incentive programs for reuse and redevelopment

HP-2 A1, A2, A3, HP-3 A1, HP-4 A1, A2

Investigate funding sources for preservation & heritage tourism

HP-2 A2, A3, HP-5 A1

Review requests for special valuation of historic properties

HP-2 A2

### Outreach and advice

Advise Council on city activities affecting historic resources

HP-2 A6, A9

Advise Council generally on historic preservation & heritage tourism

HP-3 B3, HP-5 B1

Establish relationships with nonprofits & other governments

HP-2 A5, HP-4 A1, HP-5 A1

Provide info to historic property owners on maintenance & rehab.

HP-1, A5, B1, B2, HP-2 A8, HP-3 A2, B1

Conduct educational and interpretive programs

HP-1 A5, B2, B3, HP-2 A5

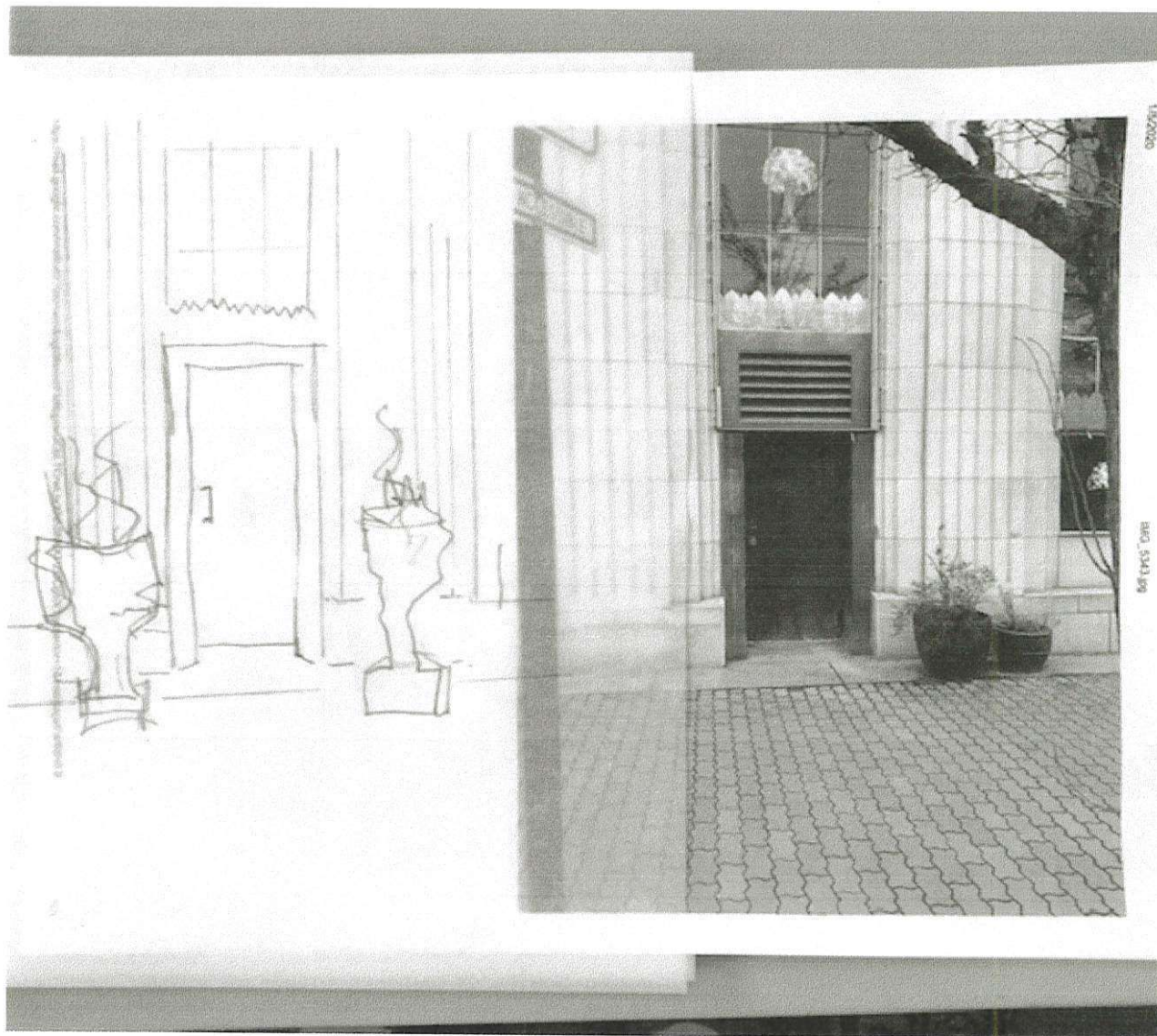
Exhibit B.2



EXISTING



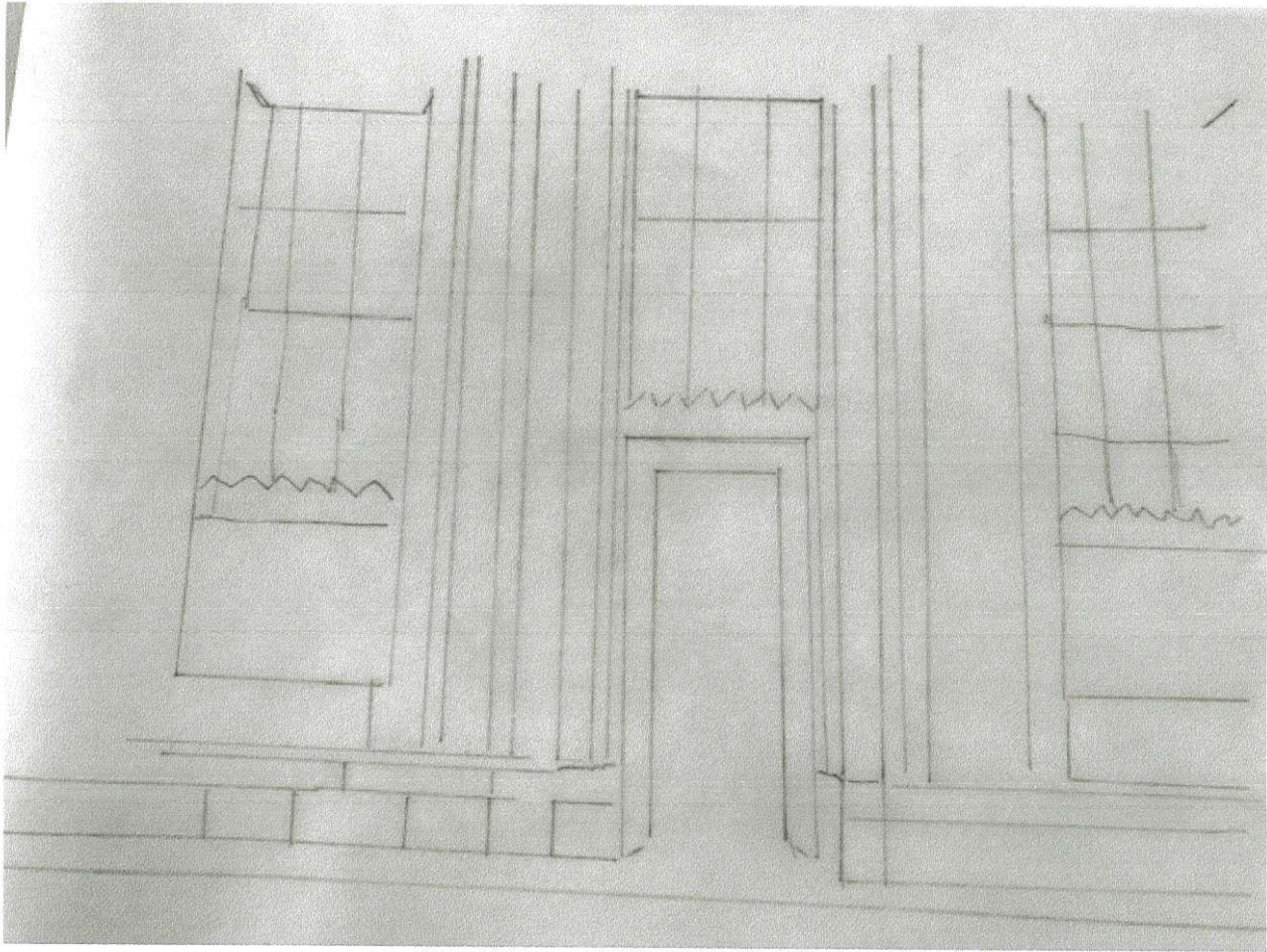




NEW

OLD





# Historic Preservation Grant Program 2020

Exhibit C

Project Name

Reviewer:

Date:

| Category<br>(Highlights for each category listed)                                                                                                                                                                                        | Maximum<br>Points Allowed | Actual Points<br>Awarded | Comments |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------|----------|
| <b>1. Project Description</b><br>Proposal introduction. Did the applicant provide a clear understanding of the proposal and its budget?                                                                                                  | 10                        |                          |          |
| <b>2. Project Benefit</b><br>Does the project address a particular need? Is the project appropriate for a National/State/Local Register District per the Secretary of the Interior's Standards?                                          | 30                        |                          |          |
| <b>3. Groups/Individuals Qualifications</b><br>Applicant has identified team members and experience on similar projects? Does the applicant have qualified people performing the work, per the Secretary of the Interior's Standards?    | 25                        |                          |          |
| <b>4. Work Plan</b><br>Does the proposal clearly define the applicant's approach to completing the objectives and tasks outlined in scope of his or her proposal? Does the applicant have a clear understanding of the proposed project? | 25                        |                          |          |
| <b>5. Budget</b><br>Does the applicant have a realistic budget?                                                                                                                                                                          | 10                        |                          |          |
| <b>TOTAL SCORE</b>                                                                                                                                                                                                                       | 100 points possible       |                          |          |





## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** July 6, 2020

**Item Title/Agenda Subject:** Request for extension for a 2019 Historic Preservation Grant awarded to the Kittitas County Historical Museum, to install plaques and historic interpretation in the Ellensburg Downtown and First Railroad Districts.

**Submitted by:** Stacey Henderson Community Development

**Recommended Action or Motion:** Consider approval of the Kittitas County Historical Museum's request to extend their 2019 grant to be completed in the year 2020. This will require a budget adjustment to move the funds into the 2020 budget cycle.

**Background/Summary:**

On October 16, 2018, the Landmarks and Design Commission recommended that the Kittitas County Historical Museum be awarded \$2,000 for their proposed project to install plaques and historic interpretation signs on and around historically contributing buildings within the two Ellensburg landmark districts, the Historic Downtown and First Railroad districts. Sadie Thayer, on behalf of the Kittitas County Historical Museum, has requested an extension for utilizing the awarded grant funds in the year 2020.

Extensive research has already been done by the applicant for the buildings selected to have plaques or signs displayed. The delay to completing this project has come from trying to select which plaque material will be best suited for this area. The applicant's goal is to have the plaques up by Fall 2020. As the project progresses, review will be required by the City Public Works Department for the placement of plaques in the public right-of-way, and approval of the general design by the Landmarks and Design Commission.

On February 19, 2020, the Landmarks and Design Commission recommended approval of the Kittitas County Historical Museum's extension request for their 2019 grant to be completed in the year 2020.



**Previous Council Action:**

City Council, on November 19, 2018, approved the proposal to award a 2019 Historic Preservation Grant in the amount of \$2,000 to the Kittitas County Historical Museum.

**Analysis:**

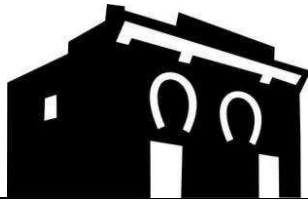
The Landmarks and Design Commission supports this project as it provides educational opportunities to the public about the interesting and beautiful historic resources within our historic districts. The Landmarks and Design Commission on October 16, 2018, and Ellensburg City Council on November 19, 2018, previously approved the project for the amount of \$2,000. The Landmarks and Design Commission recommended approval of the extension request on February 19, 2020, appreciating the educational value the project contributes to the local community.

**Financial Impact:**

Financial impact to the City will be the original \$2,000 grant awarded to the Kittitas County Historical Museum, being reallocated from the 2019 budget to the 2020 budget to be used within this year.

**Attachments:**

[Museum Grant Extension Request](#)



Kittitas County Historical Museum  
114 E Third Ave  
Ellensburg, WA 98926  
509.925.3778  
www.kchm.org

## Exhibit A

December 30, 2019

Kirsten Sackett  
Community Development Director  
Landmarks & Design Commission  
City of Ellensburg  
501 N Anderson St  
Ellensburg, WA 98926

RE: Landmarks & Design Grant 2019

Ms. Sackett:

I am writing to request an extension of the Landmarks & Design Commission grant awarded to the Kittitas County Historical Society for the year 2019 to design and install plaques and historic interpretation on or around buildings on the historic registries in the two landmark districts, the Historic Downtown and the First Railroad District. The delay is due to unforeseen circumstances throughout the year that resulted in a delay of the timeline expected, of which we expect to have addressed and completed in the year 2020.

I have completed much of the research behind the buildings selected, along with selection of the photographs intended for inclusion on the plaques. The stalling point was in deciding which plaque material was best suited for each area. As staff changed in the City of Ellensburg, it also brought a delay of help and reference.

There had also been consultation with the City of Cle Elum Planning Commission as they are undergoing a similar project, in the replacement of plaques dating up to 5 years old. They have seen issues that we would undergo within the near future, such as light/sun damage, wear and tear, vandalism, etc., and are in the process of selecting a proper manufacturer that would have the necessary material type that would meet their specifications. The idea at least communication was a possible pressed aluminum, similar to bronze, that would be more adaptable and durable and less prone to vandalism. Unfortunately, this increases cost well above our original proposal, so we were trying to wait for a larger order to be placed to see if a lower quantity price could be obtained. Unfortunately communication stalled with them due to other projects that needed attention. It is my intention to reconnect with them after the first of the year and see where they are on their project and if they have ordered, connect with their manufacturer. If they have not yet ordered, we will proceed accordingly.

My goal is to have the plaques up ideally by fall 2020. This would require review and approval by the Public Works department since it will be in the public right-of-way, as well as review and approval of the general design by the Landmarks and Design Commission.

I would be extremely appreciative if the Commission grants my request.

Thank you for the attention to my letter and request. Please let me know if you need any more information.

Sincerely,

*Sadie Thayer*

Sadie Thayer  
Museum Director



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** July 6, 2020

**Item Title/Agenda Subject:** Interlocal Cooperation Agreement for Contact Tracing Services

**Submitted by:** Terry Weiner City Attorney Department

**Recommended Action or Motion:** Approve the Interlocal Agreement for Contact Tracing Services and authorize the Mayor to sign the Agreement

**Background/Summary:** The Kittitas County Public Health Department (KCPHD) is tasked with performing contact and tracing work for patients who test positive for the coronavirus in the county. The proposed Interlocal Cooperation Agreement would allow City employees (with their agreement) to work for the the KCPHD as contact tracers. KCPHD would request to use City employees for such work in the event there is a spike or outbreak of positive coronavirus cases which would require additional personnel to perform these services.

**Previous Council Action:** The City declared a State of Emergency regarding the coronavirus outbreak through adoption of Resolution 2020-05 on March 9, 2020.

**Analysis:** The KCPHD has faced several challenges since the onset of the coronavirus and resulting public health emergency. As a requirement for submitting the County's application to the Washington Secretary of Health to move the County to Phase 3 of the Governor's phased reopening, the KCPHD had to demonstrate it would have sufficient resources to perform the needed contact tracing of coronavirus cases. The KCPHD therefore requested that if the need arises and upon their request, City employees who are willing and able to do so would perform contact tracing services for KCPHD.

The Agreement details how the services will be provided. City employees will be allowed to perform contact tracing work for the KCPHD so long as it does not materially impact the delivery of City services. The City will continue to pay the wages and benefits of City employees working for KCPHD, but will seek reimbursement of those amounts from the

Department of Commerce under the CARE Act reimbursement.

**Financial Impact:**

There is no direct fiscal impact. Reimbursement of wages and benefits, if any, from the Cares Act fund would require a future budget adjustment

**Attachments:**

[Interlocal Cooperation Agreement For Contact Tracing Services](#)

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF ELLENSBURG and  
KITITAS COUNTY, WASHINGTON  
FOR CONTACT TRACING SERVICES

THIS AGREEMENT is made and entered into by and between the City of Ellensburg, Washington ("City") and Kittitas County, Washington ("County"), collectively referred to as the "Parties," pursuant to the authority granted by Chapter 39.33 RCW and Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** This Agreement allows the Kittitas County Public Health Department, by and through the Kittitas County Emergency Operations Center, to augment its public health case investigation and contact tracing team with designated City employees in response to the COVID-19 public health emergency.

2. **RESPONSIBILITIES:**

A. Kittitas County, by and/or through its Public Health Department and/or through the Emergency Operations Center will:

1. Ensure that all City team members receive adequate training and proper scripting to perform the duties of contact tracing. This will include adequate training regarding standardized case and contact investigation protocols, HIPAA, and the importance of confidentiality.

2. Provide team members with as much notice as possible when there is work to be done; however, it must be understood by all parties, including the City's management team who authorized employees to participate, that situations may arise abruptly and little or no notice may be available as case investigations must be completed within 24 hours of receipt of positive COVID-19 lab report, and contact tracings must be completed within 48 hours of receipt of positive lab test report on a case. Case investigation and contact tracing duties may include daily monitoring of positive cases, households, close contacts, and linkage to case management. No other duties shall be assigned to City employees unless agreed to in writing by both the City and County.

3. Pay any associated cost for contract tracing materials, tools, etc. provided by the County and not charge such costs to the City.

4. Attempt to resolve any conflicts under this Agreement in a cooperative and constructive manner with the City.

B. The City will:

1. Pay all salary, benefits, and withhold standard payroll taxes and deductions, for City team members. City employees will remain employees of the City, and there will not be an employer-employee relationship between the City team member and the County.

2. Send a monthly bill or invoice to the Washington State Department of Commerce for reimbursement of the cost of the employee's wages and associated benefits/payroll costs, for time spent performing the duties of the Contact Tracing team.

3. Maintain detailed payroll records, including timecards, and supporting documentation of employee time spent performing the duties of the Contact Tracing team. Time spent on contact tracing must include the specific case number provided by the County for each person being traced.

4. Ensure City team members possess adequate workspace, telephone, internet service and hardware (including a working telephone and computer) to perform the duties of case investigation and contact tracing.

5. Ensure City team members maintain good communication between the City and the Contact Tracing Team Leader, which will help prevent scheduling conflicts and misunderstandings.

6. Cooperate with the County on responding to and/or complying with any state or federal audit related to the purpose of this Agreement;

7. Attempt to resolve any conflicts under this Agreement in a cooperative and constructive manner with the County.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from the date of signing by all parties through October 31, 2020, or as otherwise agreed to by the Parties in writing.

4. **MANNER OF FINANCING:** This Agreement will be financed as described above in Paragraph 2-RESPONSIBILITIES, using reimbursement to the City provided by the funding source known the "CARES Act" (PL 136-136, March 27, 2020). No other financing is anticipated or provided for in this Agreement; however, should additional funding become available and the need for contact tracing continues, participation by City employees will continue unless authorization by the City is revoked (see Section 9. TERMINATION).

5. **ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provisions of this agreement. This Agreement shall be administered jointly by the City and Kittitas County. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

Kittitas County's representative:

Tristen Lamb, Kittitas County Public Health Director, or designee.  
Public Health Department,  
507 N. Nanum Street Suite 102,  
Ellensburg WA 98926  
Telephone: 509-962-7515  
Email: publichealth@co.kittitas.wa.us

City of Ellensburg's representative:

Cindy Smith, Human Resources Director  
501 N. Anderson St.  
Ellensburg, WA 98926  
Telephone: 509-962-7222  
Email: smithc@ci.ellensburg.wa.us

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

7. **INDEMNIFICATION:** To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party. In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability.

The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

The indemnification obligations of the Parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each Party hereby expressly waives any immunity afforded by such acts to the extent required by a Party's obligations to indemnify, defend and hold harmless the other Party or Parties. A Party's waiver of immunity does not extend to claims made by its employees directly against the Party as employer. The foregoing indemnification obligations of the Parties are a material inducement to enter into this Agreement and have been mutually negotiated.



8. **COMPLIANCE WITH LEGAL REQUIREMENTS:**

A. The County assumes all responsibility and liability for its compliance with federal, state, or local laws and regulations, including bidding requirements applicable to its acquisition of goods and services or disposal of property.

B. For purposes of the Public Records Act, chapter 42.56 RCW, the County will be responsible for all records generated in the course of case investigation and contact tracing duties and services performed at the Emergency Operations Center (EOC) or other location designated by the Health Officer or Public Health Administrator. This includes any necessary contact tracing participation forms or paperwork provided by City employees to County employees working at the Emergency Operations Center. Should a state portal be developed to accept contact tracing data directly, the state will be responsible for the records in their database. Contact tracing team members shall not store any case investigation or contact tracing records on their personal devices or devices belonging to the City. The City will be responsible for all City employee timekeeping and payroll records, as well as any forms or paperwork associated with the City's management of their employees.

9. **TERMINATION:** Either party hereto may terminate this Agreement upon thirty (30) days' notice in writing, either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

10. **CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS:** This Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

11. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

12. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by this reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. **FILING:** Executed copies of this Agreement shall be filed as required by RCW 39.34.040 or listed by subject on the party's website.

14. **DISPUTES:** Venue for any litigation arising from this Agreement shall be in Kittitas County Superior Court. However, the parties shall first make every attempt possible to resolve any disputes in a cooperative and constructive manner.

DATED this \_\_\_\_ day of July, 2020.

CITY OF ELLENSBURG

By: \_\_\_\_\_  
Bruce Tabb, Mayor

Attest: \_\_\_\_\_  
Beth Leader, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

DATED at Ellensburg, Washington, this \_\_\_\_\_ day of June, 2020.

BOARD OF KITTITAS COUNTY  
COMMISSIONERS

\_\_\_\_\_  
BRETT WACHSMITH, Chair

\_\_\_\_\_  
LAURA OSIADACZ, Vice-Chair

\_\_\_\_\_  
CORY WRIGHT, Commissioner

ATTEST:

\_\_\_\_\_  
☐ Julie Kjorsvik, Clerk of the Board  
☐ Mandy Buchholz, Deputy Clerk of the Board II

## 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.

*Jayne Pence*  
AUDITING OFFICER

6/29/20  
DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **6th DAY OF JULY 2020**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

| Claims Fund |        |    |        | Total Amounts   |
|-------------|--------|----|--------|-----------------|
| Check #'s   | 149065 | TO | 149261 | \$ 1,393,258.42 |
| EFT #'s     | 4262   | TO | 4289   | \$ 830,811.71   |

| Payroll Fund    |       |    |       | Total Amounts |
|-----------------|-------|----|-------|---------------|
| Check #'s       | 95173 | TO | 95178 | \$ 10,506.25  |
| Direct Deposits | 56457 | TO | 56644 | \$ 360,759.53 |

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

ATTEST: \_\_\_\_\_  
CITY CLERK



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** July 6, 2020

**Item Title/Agenda Subject:** Board and Commission Appointments

**Submitted by:** Laurie Gigstead City Manager Department

**Recommended Action or Motion:** Consider appointment of Monica Miller to the Lodging Tax Advisory Committee.

**Background/Summary:** One person has recently applied to serve on the City's Lodging Tax Advisory Committee.

**Previous Council Action:** Monica Miller's application was presented to the City Council for consideration at the June 15, 2020 meeting.

**Analysis:** As directed by Council, applications are presented to Council for consideration. The attached chart shows all current vacancies and applicants. A copy of the application for appointment is attached to the agenda report.

**Financial Impact:** None.

**Attachments:**

[B and C Agenda Report Chart 7-6-20](#)  
[Miller B and C App](#)

| Boards and Commissions              | Affordable Housing Commission | Arts Commission | Building Appeals Board | Civil Service Commission | Ellensburg Business Development Authority Board | Environmental Commission | Landmarks and Design Commission | Library Board | Lodging Tax Advisory Committee | Parks and Recreation Commission | Planning Commission | Public Transit Advisory Committee | Senior Citizens Advisory Commission | Utility Advisory Committee |
|-------------------------------------|-------------------------------|-----------------|------------------------|--------------------------|-------------------------------------------------|--------------------------|---------------------------------|---------------|--------------------------------|---------------------------------|---------------------|-----------------------------------|-------------------------------------|----------------------------|
| MEMBERS                             | 7                             | 7               | 5                      | 3                        | 7                                               | 7                        | 7                               | 7             | 5                              | 7                               | 7                   | 7                                 | 7                                   | 7                          |
| Residency Requirements              | Y                             | N               | N                      | Y                        | N                                               | Y                        | Y                               | Y             | N                              | Y                               | Y                   | N                                 | N                                   | Y                          |
| Current Members within City Limits  | 6                             | 2               | 0                      | 3                        | 2                                               | 6                        | 5                               | 5             | 3                              | 6                               | 6                   | 7                                 | 4                                   | 5                          |
| Current Members Outside City Limits | 1                             | 5               | 3                      | 0                        | 5                                               | 1                        | 1                               | 2             | 1                              | 0                               | 1                   | 0                                 | 3                                   | 0                          |
| Current Members Outside but in UGA  | 0                             | 0               | 0                      | 0                        | 0                                               | 0                        | 0                               | 0             | 0                              | 0                               | 0                   | 0                                 | 0                                   | 1                          |
| VACANCIES                           | 0                             | 0               | 2                      | 0                        | 0                                               | 0                        | 1                               | 0             | 1                              | 1                               | 0                   | 0                                 | 0                                   | 1                          |
|                                     |                               |                 |                        |                          |                                                 |                          |                                 |               |                                |                                 |                     |                                   |                                     |                            |
| APPLICANTS                          |                               |                 |                        |                          |                                                 |                          |                                 |               |                                |                                 |                     |                                   |                                     |                            |
| Monica Miller                       |                               |                 |                        |                          |                                                 |                          |                                 |               | 1 <sup>st</sup>                |                                 |                     |                                   |                                     |                            |

**From:** noreply@civicplus.com  
**Sent:** Friday, April 3, 2020 11:57 AM  
**To:** Laurie Gigstead  
**Subject:** [Ext] Online Form Submittal: Application for Appointment

## Application for Appointment

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

|                                                                                                                                   |                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Boards & Commissions                                                                                                              | Lodging Tax Advisory Committee                                                                                                                                                                                                                                                                            |
| Name of Applicant:                                                                                                                | Monica Miller                                                                                                                                                                                                                                                                                             |
| Address                                                                                                                           | 804 E 4th Ave                                                                                                                                                                                                                                                                                             |
| Mailing Address (if Different)                                                                                                    | <i>Field not completed.</i>                                                                                                                                                                                                                                                                               |
| City                                                                                                                              | Ellensburg                                                                                                                                                                                                                                                                                                |
| State                                                                                                                             | WA                                                                                                                                                                                                                                                                                                        |
| Zip                                                                                                                               | 98926                                                                                                                                                                                                                                                                                                     |
| Email Address                                                                                                                     | director@gallery-one.org                                                                                                                                                                                                                                                                                  |
| Phone Number                                                                                                                      | 2063698295                                                                                                                                                                                                                                                                                                |
| Length of Residence in Ellensburg                                                                                                 | 10 years                                                                                                                                                                                                                                                                                                  |
| Do you live within the city limits?                                                                                               | Yes                                                                                                                                                                                                                                                                                                       |
| If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?                                               | <i>Field not completed.</i>                                                                                                                                                                                                                                                                               |
| Occupation Status and Background:                                                                                                 | Director, Gallery One                                                                                                                                                                                                                                                                                     |
| Organization Affiliations:                                                                                                        | Washington State Arts Commission, Advocacy Chair<br>Ellensburg Arts Commission, Vice Chair<br>Cascade Association of Museums and History, Vice Chair<br>Upper Columbia Association of Museums<br>Washington Museum Association<br>InspireWA<br>Washington State Convention Center Art Selection Committee |
| Why are you seeking appointment?                                                                                                  | I would like to be a part of this important fund for our community and work with organizations to create stability for their respective. I feel that my role as an arts commissioner and my role as a recipient of the funding will complement and inform this role.                                      |
| Will you be able to attend meetings regularly if appointed?                                                                       | Yes                                                                                                                                                                                                                                                                                                       |
| If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on? |                                                                                                                                                                                                                                                                                                           |
| Boards & Commissions                                                                                                              | <i>Field not completed.</i>                                                                                                                                                                                                                                                                               |
| Boards & Commissions                                                                                                              | <i>Field not completed.</i>                                                                                                                                                                                                                                                                               |

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



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** July 6, 2020

**Item Title/Agenda Subject:** Ordinance No. 4854 (second reading) - Traffic Code Revisions

**Submitted by:** Derek Mayo Public Works & Utilities

**Recommended Action or Motion:** Staff recommends Council consider second reading and adoption of Ordinance 4854.

**Background/Summary:** An ordinance is required to revise regulatory signing on the city street system. The proposed ordinance reflects parking revision requests from two downtown businesses, a request from the Ellensburg Police Department, and a request from Ellensburg School District for changing the stop control configuration at an intersection.

The proposed revisions and justifications are as follows:

- Timed Parking (ECC 8.14.020):

- o Per confirmation with the property owner at 414 N. Pearl St., remove the two 15-Min. parking stalls in front of this location. These stalls would then defer back to 3-Hr Parking.

- o Per the request from the Ellensburg Police Department (EPD), the two 15-Min. parking stalls along their Pearl St. frontage would be expanded to 4 stalls to better serve the needs of the EPD.

- o Per the request of Hayday Bake and Brew (215 W. 3rd Ave.), add a 15-Min. parking stall in front of their building to better accommodate their customers.

- o Per the request of Hayday Bake and Brew and after confirmation from adjacent property owners, Consolidated Communications, the loading zone on the South side of 3rd Ave., immediately east of Water St. is proposed to be removed and added to the 3-Hr. timed parking.

- Loading Zone (ECC 8.30.020):

- o Removal of the Loading Zone per the previous request from Hayday Bake and Brew to change this to 3-Hr. parking.

- Two-Way Stop Intersection (ECC 8.36.040) and All-Way Stop Intersection (ECC 8.36.080):

- o As apart of the Mount Stuart Replacement School and the New Elementary School the ESD's Traffic Impact Analysis and their design team recommended converting the

intersection of 15th Ave. and Cora St. from a two-way stop configuration to a four-way or all-way stop configuration.

**Previous Council Action:** First reading of Ordinance 4854 was held at the June 15th, 2020 regular Council meeting.

**Analysis:** Staff has reviewed the proposed parking revision requests to sections 8.14.020 and 8.30.020 of the ECC and have no objections or concerns to these requests.

Staff has also worked closely with the ESD's design team and Traffic Consultant regarding the proposed changes to the stop configuration of the intersection of 15th Ave. and Cora St. This intersection modeled and evaluated the current condition of this intersection and the post project conditions of the intersection in their TIA. The attached supplemental portion of the TIA shows that revisions to this intersection are necessary to accommodate the project and still meet the City's required level of service standards. The project applicant (ESD) has stated that they will be staggering the start times of the two elementary schools by a minimum of 30 minutes to help alleviate traffic concerns. With that their licensed traffic engineer modeled and evaluated the intersection based on leaving the intersection as is, converting the intersection to an all-way stop configuration, and installing a traffic signal at this intersection.

Modeling showed that leaving the intersection at its current two-way stop configuration would cause the intersection to fall below our adopted Level of Service (LOS) standards, which is a minimums level of C. They also modeled and evaluated the intersection with an all-way stop controlled (four-way stop) intersection and with a traffic signal. Both of these mitigation concepts resulted in a level of service standard that meets our current adopted standards.

The traffic engineer then completed the signal warrant analysis that is outlined in the Manual on Uniform Traffic Control Devices, the adopted traffic control guidance manual for the State of Washington. The recommended signal warrants were not met through the modeled year 2025, and therefore the recommendation included in the TIA is for the conversion to an all-way stop configuration.



Staff reviewed the TIA and signal warrant analysis completed by the ESD's traffic engineer, and based on the results provided, concur with the proposal. Although traffic signal warrants were not met in the model year 2025 they were close and may be warranted beyond the model year. With this, staff requested that ESD install the underground conduits to accommodate a future traffic signal as apart of their required improvements on Cora St. This would allow the future installation of a traffic signal without a significant amount of underground excavation and road crossings, which would save a significant amount of time, construction traffic impacts and cost on a future traffic signal installation.

**Financial Impact:** No Fiscal Impact

**Attachments:**

[ESD TIA Supplemental Memo](#)

[4854 - Traffic Code Amendments \(07-06-2020\)](#)

**TO:** Derek Mayo, P.E., City Engineer  
**FROM:** Bill White, Senior Planner  
 Matt McDonald, P.E., Civil Engineer  
**DATE:** December 2019  
**JOB NO.:** 6313.001.00  
**RE:** Cora Street Elementary Schools (Mt. Stuart & New School),  
 Traffic Impact Analysis, Supplemental Memorandum #1  
**CC:** Damon Gardella, PMP, DBIA, Senior Project Manager

☐ Urgent    ☒ For Review    ☒ Please Comment    ☒ Please Reply    ☐ For Your Use

This memorandum provides a supplemental analysis to support two (2) separate traffic impact analysis (TIA) studies prepared regarding the reconstruction of Mt. Stuart Elementary School and construction of a new elementary school in Ellensburg. The TIA's addressed different access alternatives, aspects of the project that have been evolving with design and siting assessments. This supplemental memorandum addresses a third access alternative, an option to provide access to both schools via Cora Street only north of 15<sup>th</sup> Avenue. Two variations of this access alternative were reviewed; one assuming operation of schools simultaneously and the other reflecting staggered operation (schools start and end at different times).

Through the two previous TIA iterations, the first submitted in April 2019 and the second October 2019, it was confirmed off-site transportation impacts and recommendations would not change between alternatives for further removed streets and intersections (from the site). This has led to the conclusion that off-site conditions would not change substantially with subsequent access alternatives. Following coordination and confirmation with the City Engineers office, it was agreed supplemental memorandums could be used to evaluate further access alternatives, addressing only the intersections and driveways most impacted by development of the schools. Thus, this supplemental study addresses conditions for the following locations:

- ◆ Helena Avenue/Water Street
- ◆ 15<sup>th</sup> Avenue/Water Street
- ◆ 15<sup>th</sup> Avenue/Cora Street
- ◆ 15<sup>th</sup> Avenue/Mt. Stuart Approach

The analysis of the intersections above focuses on the AM and PM peak generator hours of both schools, being the highest time of impact upon adjacent streets. The impact of schools during the traditional PM peak hour is negligible; thus, this timeframe was neglected for this submittal.

This is not a standalone study and should be reviewed in coordination and context with the April and October 2019 TIAs to understand methods, assumptions, and conclusions. The supplement would further support State SEPA and GMA review processes, and also to support the City permit process. Please review this memorandum and let us know if you have further questions.

## 1. CORA STREET ALTERNATIVE

A description of school projects is provided with the TIAs, defining the building proposal (building size, parking capacities, etc.), forecast attendances (500-students per school), and trip generation potentials. TIAs reviewed traffic conditions for seventeen City intersections during the PM peak hour of the weekday, providing recommendations for improving mobility and safety.

The third access proposal includes minor changes to site location, but still within the general areas specified. The primary difference is both schools would access Cora Street north of 15<sup>th</sup> Avenue. Site plans have been attached as **Figure S-1-1** for Mt. Stuart and **S-1-2** for the new elementary.

The Mt. Stuart site plan confirms relocation of the school to the northern half of a 17.47-acre ESD property. Access to a parent zone and parent/visitors parking lot would be provided by one or two driveways located along Cora Street between Bluegrass Lane and 16<sup>th</sup> Avenue. A fire loop access would be located near the north site boundary and a driveway would access a small staff parking lot developed in alignment with 16<sup>th</sup> Avenue. The school would develop one to two driveways along 15<sup>th</sup> Avenue to provide access to a bus zone and staff parking. The Mt. Stuart site would have capacity for 14-vehicles within the parent zone, 10 buses within the bus zone, and 226 parking stalls for staff, parents, and visitors.

The new elementary school would be accessed through an extension of Cora Street north from the present terminus, over/through Cascade State Park Trail (formerly known as the John Wayne Trail) to 112-feet short of the Helena Avenue right-of-way, about a 1,050-foot extension. Per coordination with the City Engineers office, the collector street would be improved/widened to 38-feet with curb, gutter, and offset/buffered sidewalks along the west side of the road (curb, gutter, and sidewalk already exist east) from 15<sup>th</sup> Avenue to the Trail. After the Trail, a partial-width street would be extended to the northern terminus with curb, gutter, and offset/buffered sidewalk located along the east side. The partial width of the street must still be developed in coordination with City Engineers office, but some guidance is provided later in this document.

The new elementary school would be located within the northeastern third of a 29.12-acre ESD property south of the Helena Avenue right-of-way and west of the “Trails Edge” neighborhood. The site plan shows the project would be developed with a 70-vehicle parking lot for staff, visitors, and parents. The parking lot would be accessed along a single driveway along Cora Street north of the Trail, also accessing a parent zone with capacity for 15-vehicles. An 8-vehicle capacity bus zone would be located further north, with one-way inbound and outbound only driveways aligned along Cora Street. Overflow parking would be available via the Mt. Stuart site, as/when needed.

## 2. YEAR 2025 ANALYSIS

The year 2025 (6-year) analysis was performed for the Cora Street access alternative. Traffic forecasts were developed as described by the TIA. In summary, a 3.1-percent annual growth rate was applied to reflect about 20-percent baseline traffic growth by year 2025. The forecasts were combined with the trip assignments from three concurrent development projects, the CWU Residence Hall, Central Student Apartments, and Falcon Crest. Site trip assignments for existing Mt. Stuart Elementary School were reduced from forecasts, followed by an adjustment of trips to address the 15<sup>th</sup> Avenue/Water Street to 14<sup>th</sup> Avenue/Main Street roadway extension project (with a traffic signal at 15<sup>th</sup> Avenue/Water Street). Finally, the project trip assignments from both schools were reassigned to study intersections, reflecting attendance of 1,000 students. The details of the forecasting process are again provided with the TIA.

The difference from the October 2019 TIA was the distribution and assignment of trips within the immediate vicinity of both schools, having a change in impact to the intersections emphasized by this study. Again, there is no impact anticipated at intersections outside of those represented below, which is why they were not addressed within this supplemental memo.

The supplemental analysis assumes 90-percent of the trips traveling to/from Mt. Stuart will use Cora Street to access parent zones at the school during the AM and PM peak generator hours. The remaining 10-percent will access the site via 15<sup>th</sup> Avenue driveways, representing the later arrival of staff and some visitors to westerly parking (most staff will arrive before the AM generator hour and leave after the PM generator hour). 100-percent of trips were anticipated to access the new elementary school via Cora Street. The result is that 1,700 average daily trips (ADT) are anticipated along Cora Street north of 15<sup>th</sup> Avenue with about 945 ADT north of Cascades State Park Trail following school development, by year 2025. The resulting 6-year forecasts are shown for the peak generator hours with the attached **Figure S-1-3**.

Two capacity evaluations were performed for this study, with one assuming the schools would operate upon the same schedule (start and end at the same time). The second analysis assumes staggered operating times for the two schools (separation of 20- to 30-minutes). Essentially, the change in traffic volumes would be minimal with the staggered start of the schools as trips would still operate within the same peak generator hours (relatively). So, the two operating conditions were distinguished using adjustments of the peak hour factor in the Synchro analysis tool.

The peak hour factor (PHF) is a measure of traffic demand fluctuations during an hour timeframe, having values that most typically range from 0.70 up to 1.00. A reduced PHF indicates that traffic volumes can fluctuate during the analysis timeframes (intermittent low and high approach traffic), whereas a high peak hour factor indicates better uniformity in traffic (consistently similar approach volumes). Thus, a PHF of 0.70 was used to address the schools operating on the same schedule, as there would be a “high tide” of traffic approaching and departing within a condensed timeframe. The standard City PHF of 0.92 was used to address the staggered start as approaching and departing school traffic would depart more uniformly over peak generator hours.

A level-of-service (LOS) analysis was developed in Synchro for supplemental study intersections based on methodologies described with both TIAs. The summary of resulting LOS is shown with **Table S-1** below for peak generator hours. Provided are LOS and control delays for a “concurrent” condition with the reduced PHF and the “staggered” operating condition via use of the full PHF.

| Table 8. Year 2025 School Intersection LOS, Peak Generator Hours |                                                   |                         |                    |                  |                    |                     |                    |                  |                    |
|------------------------------------------------------------------|---------------------------------------------------|-------------------------|--------------------|------------------|--------------------|---------------------|--------------------|------------------|--------------------|
| Int. Key                                                         | Signalized Intersection<br>(Overall Intersection) | Concurrent, Reduced PHF |                    |                  |                    | Staggered, Full PHF |                    |                  |                    |
|                                                                  |                                                   | AM Generator            |                    | PM Generator     |                    | AM Generator        |                    | PM Generator     |                    |
|                                                                  |                                                   | LOS <sup>1</sup>        | Delay <sup>2</sup> | LOS <sup>1</sup> | Delay <sup>2</sup> | LOS <sup>1</sup>    | Delay <sup>2</sup> | LOS <sup>1</sup> | Delay <sup>2</sup> |
| 3.                                                               | Water Street/15 <sup>th</sup> Avenue              | C                       | 20.3               | B                | 10.2               | B                   | 11.1               | A                | 7.8                |
| Int. Key                                                         | One or Two-Way Stop<br>(Worse Approach/Movement)  | AM Generator            |                    | PM Generator     |                    | AM Generator        |                    | PM Generator     |                    |
|                                                                  |                                                   | LOS <sup>1</sup>        | Delay <sup>2</sup> | LOS <sup>1</sup> | Delay <sup>2</sup> | LOS <sup>1</sup>    | Delay <sup>2</sup> | LOS <sup>1</sup> | Delay <sup>2</sup> |
|                                                                  |                                                   | LOS <sup>1</sup>        | Delay <sup>2</sup> | LOS <sup>1</sup> | Delay <sup>2</sup> | LOS <sup>1</sup>    | Delay <sup>2</sup> | LOS <sup>1</sup> | Delay <sup>2</sup> |
| 2.                                                               | Cora Street/15 <sup>th</sup> Avenue               | F                       | 214.1              | C                | 19.0               | E                   | 38.4               | B                | 13.7               |
| 1.                                                               | Primary Access/15 <sup>th</sup> Avenue            | B                       | 11.7               | B                | 10.2               | B                   | 10.8               | A                | 9.7                |
| Int. Key                                                         | All-Way Stop<br>(Overall Intersection)            | AM Generator            |                    | PM Generator     |                    | AM Generator        |                    | PM Generator     |                    |
|                                                                  |                                                   | LOS <sup>1</sup>        | Delay <sup>2</sup> | LOS <sup>1</sup> | Delay <sup>2</sup> | LOS <sup>1</sup>    | Delay <sup>2</sup> | LOS <sup>1</sup> | Delay <sup>2</sup> |
|                                                                  |                                                   | LOS <sup>1</sup>        | Delay <sup>2</sup> | LOS <sup>1</sup> | Delay <sup>2</sup> | LOS <sup>1</sup>    | Delay <sup>2</sup> | LOS <sup>1</sup> | Delay <sup>2</sup> |
| 4.                                                               | Water St/Helena Ave                               | C                       | 20.7               | B                | 13.5               | B                   | 12.4               | B                | 10.5               |
| 1. LOS = levels of service                                       |                                                   |                         |                    |                  |                    |                     |                    |                  |                    |
| 2. Average control delay                                         |                                                   |                         |                    |                  |                    |                     |                    |                  |                    |

The City of Ellensburg maintains a LOS C standard for intersections, meaning improvements may be necessitated for intersections that function below this standard (LOS D to F). As shown, the signalized Water Street/15<sup>th</sup> Avenue intersection and the Water Street/Helena Avenue all-way stop is forecast to function in acceptable LOS ranges during both peak generator hours under both the concurrent and staggered analysis scenarios. The supplemental study conservatively assumes one driveway access along 15<sup>th</sup> Avenue to/from the Mt. Stuart site, also forecast to function acceptably under both conditions during peak generator hours. LOS/delay would be even further improved if two driveways were developed.

However, the Cora Street/15<sup>th</sup> Avenue intersection is forecast to function below desired capacity tolerances during the AM peak generator hour, with a LOS F condition noted during the concurrent school timeframe and LOS E during the staggered timeframe. This indicates that transportation improvements should be considered to address the capacity issue, as to assure the function of the intersections during this timeframe. Note the PM peak generator hour was not an issue regardless of the forecast condition.

**Improvement Recommendations.** As indicated, a LOS issue was identified for the 15<sup>th</sup> Avenue and Water Street intersection under both forecast conditions, although the staggered start did provide improved LOS over schools operating concurrently. Improvements were reviewed to address the LOS deficiency for both conditions, which are summarized as follows:

- ◆ **Staggered Start.** The intersection functions at LOS E with a staggered start of schools. The implementation of an all-way stop will improve capacity back into the LOS C range. Existing 15<sup>th</sup> Avenue and future Cora Street will be wide enough to stripe turn lanes without realigning/reconstructing curb lines. Thus, striping southbound left-turn and westbound right-turn lanes would further improve capacity, elevating the intersection to LOS B during the AM peak generator hour. A signal is not warranted or recommended under this condition to return capacity back to an acceptable LOS.
- ◆ **Concurrent Start.** The intersection functions at LOS F with the concurrent operation of both schools. In this situation, an all-way stop alone would not be sufficient to address the LOS issue, even with turn lanes. ROW is insufficient for a full urban or compact urban roundabout. Otherwise, it appears a traffic signal would be needed to promote acceptable LOS. Installation of a signal without turn lanes would promote a LOS B condition. Provision of the southbound left and westbound right-turn lanes would promote a LOS A condition. Again, it is surmised these lanes could be striped at the intersection. Note that mini-roundabouts have been used more frequently by local jurisdictions in Washington State as an alternative to a signal. A design study would be needed to confirm what size “mini” roundabout could address school traffic plus and future growth at this location. The construction cost of a mini roundabout is comparable to a basic signal system (this assumes no intersection widening). The benefit of the mini roundabout would be more continuous traffic movements with a drawback potentially being less predictable pedestrian movement.

**Pedestrians.** Either improvement (all-way stop or signal) would provide additional protection for the crossing at 15<sup>th</sup> Avenue/Cora Street. This is important as pedestrian traveling 15<sup>th</sup> Avenue must use the south side of the street to approach and depart the school, as this is where sidewalk is presently available (sidewalk is missing on the north side). They then must cross 15<sup>th</sup> Avenue at Cora Street to access either school. Note that in the absence of pedestrian counts and/or forecasts, pedestrians were accounted for in the traffic models at 20 pedestrians per intersection per peak hour.

Typically, signals provide a safe pedestrian environment because they control traffic and do not release vehicles until the pedestrian phase ends. That said, there are measures that can be taken to reinforce pedestrian safety at an all-way stop without the need for a full traffic signal. Crossing guards, an overhead beacon (pedestrian-actuated), the strategic placement of rectangular rapid-flash beacons (RRFBs), or possibly a high-intensity activated crosswalk (HAWK) beacon, are all compliant safety devices that can be used without having to construct a full traffic signal. A signal would not likely meet MUTCD warrants based solely on vehicle traffic conditions. Although it may be warranted based on Warrant 4 (Pedestrian Volume) or Warrant 5 (School Crossing), a signal is not likely the best solution given all the other tools that are available for pedestrian safety.

**Cora Street.** Cora Street will be widened and extended with development of the schools. The City has required the widened section to conform to collector standards from 15<sup>th</sup> Avenue through Cascade State Park Trail, a 38-foot wide roadway with offset/buffered sidewalk, curb, and gutter. However, the partial width cross section north of the Trail, adjacent to the new elementary school, must still be coordinated with the City engineer's office.

The extended section would extend curb, gutter, and sidewalk north from the Trail along the east side of the street, adjacent to the school. Guidance regarding the width of the street has been recommended per information gathered from *A Policy on Geometric Designs of Highways and*



*Streets* (7<sup>th</sup> Edition, AASHTO, 2018). Per this guideline, a 22 to 24-foot section would be sufficient to preliminary address two-way travel along a collector, as based on sections 6.3.2.1 and 6.2.2.1. The first section references guidance for urban collectors and indicates a desired an average 11-foot and desired 12-foot width is needed per lane along a two-way street, a 22 to 24-foot section.

The next section is for rural collectors, but provides guidance based on volumes ranging from 400 to 2,000 ADT. The section indicates a 20- to 35-mph street should have a travel width of 20-feet with a 4-foot shoulder on the opposite side of the street (assumed curb, gutter, and sidewalk developed side), for a 24-foot section.

Given this information, a 24-foot section is recommended for Cora Street north of the Trail. The conclusion above assumes no further developments or properties would access Cora Street, which in all practicality would be a school approach until the opposite property is developed and/or when Helena Avenue is extended. With a 24-foot section, for at least the immediate future, it may make sense to provide an interim, partial cul-de-sac or hammerhead north of the Trail so vehicles can turn around in the event the approach becomes blocked. Coordination with the City should occur to determine the design of this turnaround, if it were required. Finally, this section would preclude on-street parking and “No Parking” signs should be used to enforce compliance.

In further regard to pedestrians and bicycles, the free movement of traffic is not recommended at Cascade State Park Trail. However, full stopping of school traffic could result in lengthy queues along the Trail. Thus, yield signs with stop bars are recommended at the crossing. Advanced and at-intersection “pedestrian crossing” and “yield to pedestrians” signage should be used to further protect the crossing. Signage should also be placed along the Trail in advance to Cora Street to warn pedestrians and bicyclists of potential upcoming vehicle traffic.

### 3. CONCLUSIONS AND RECOMMENDATIONS

Supplemental Memorandum #1 reviews the potential for reconstructed Mt. Stuart Elementary School and a new elementary school to secure access off Cora Street north of 15<sup>th</sup> Avenue in Ellensburg. The analysis concludes access can successfully be achieved for the schools, so long as the following improvements are developed to provide for the mobility and safety of traffic and pedestrians:

- ◆ If schools operate on a staggered schedule (starting and ending at least 20- to 30-minutes apart), provide an all-way stop at 15<sup>th</sup> Avenue/Cora Street to address a forecast LOS E deficiency. Pedestrian enhancements should include high-visibility continental (ladder) striping, signage, and advanced signage. Crossing guards, an overhead beacon (pedestrian-actuated), the strategic placement of RRFBs, or possibly a HAWK beacon, are all compliant safety measures that can be taken without having to construct a full traffic signal. The use of high-visibility signing, advanced high-visibility signing, and continental



Rectangular rapid-flash beacon (left) and high-intensity activated crosswalk beacon (right).

stripes (a.k.a. ladders) for an all-way stop, are also recommended in concert with these pedestrian improvements. This would allow drivers more perception time to better view pedestrians at the intersection.

- ◆ If schools operate concurrently (on the same time schedule), provide a traffic signal or mini-roundabout (subject to design study) at the 15<sup>th</sup> Avenue/Cora Street to address a forecast LOS F issue. Pedestrian enhancements should include high-visibility continental (ladder) striping and beacons.
- ◆ Stripe a southbound left-turn lane along improved Cora Street and a westbound right-turn lane (at the intersection) to provide additional capacities. Sufficient widths are available without having to widen streets further.
- ◆ Cora Street would be constructed to City standard north of 15<sup>th</sup> Avenue through Cascade State Park Trail. An interim, 24-foot street section is recommended as an extension north of the Trail to provide for two-way traffic. This recommendation includes a turnaround at the Trail and assumes no other properties access the street. No parking signs should be provided along the roadway until it is widened.
- ◆ Advanced and at-crossing pedestrian crossing awareness signs should be provided along Cora Street in advance of Cascade State Park Trail. Stop bars with yield signs and stop bars should be considered at the Trail Crossing itself. Conversely, notification of a traffic crossing should be provided along the Trail in advance of Cora Street.

This technical memorandum was developed to support and complement March and October 2019 submittals of more comprehensive TIAs developed for the City. Questions regarding conditions outside of the study area addressed with this supplement can be found in these studies, along with assumptions and methodologies.

ORDINANCE NO. 4854

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO TITLE 8 “TRAFFIC” AND AMENDING SECTIONS 8.14.020, 8.30.020, 8.36.040 AND 8.36.080 OF THE ELLENSBURG CITY CODE.

WHEREAS, staff made contact with the property owners at 414 N. Pearl St. and they are supportive of the removal of the two 15 Min. parking spaces in front of their location;

WHEREAS, staff received a request from Hayday Bake and Brew (215 W. 3<sup>rd</sup> Ave.) to remove the loading zone parking in front of Consolidated Communications and to install a 15 Min. parking space directly in front of their building. Staff confirmed with Consolidated Communications that they are in support of the conversion of the Loading Zone to 3 Hr. parking in front of their location;

WHEREAS, staff received a request from the Ellensburg Police Dept. to expand the 15 Min. parking on Pearl St., in front of the police station from 2 stalls to 4 stalls;

WHEREAS, as apart of the design of the Mt. Stuart Replacement School and the new elementary school, the Ellensburg School District hired a consultant to complete a Traffic Impact Analysis (TIA) of their proposed project and potential impacts on traffic. The completed TIA requires that the start times of the two elementary schools are staggered by 30 min. and the conversion of the intersection of 15<sup>th</sup> Ave. and Cora St. from a two-way stop controlled intersection to a four-way stop controlled intersection is necessary to meet the City’s adopted Level of Service standards;

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

**Section 1. Section 8.14.020 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4842, is hereby amended to read as follows:**

8.14.020 Timed parking – Times and days.

When signs are erected giving notice thereof, no person shall park a vehicle at the prohibited times and days as posted upon any of the following described streets or portion thereof:

| Street Name | Side | Location | Timed Restriction |
|-------------|------|----------|-------------------|
|-------------|------|----------|-------------------|



|               |       |                                                                                      |                                                                                      |
|---------------|-------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Alder St.     | West  | From centerline of Eleventh Ave. to a point 155 feet south thereof.                  | Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays. |
| Capitol Ave.  | North | From Ruby St. to Anderson St.                                                        | 15-minute parking from 8:00 a.m. to 3:30 p.m. while school is in session.            |
| Eleventh Ave. | North | From Alder St. to Maple St.                                                          | Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays. |
| Eleventh Ave. | South | From the centerline of Alder St. to a point 110 feet east of centerline of Maple St. | Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays. |
| Eleventh Ave. | South | From centerline of Alder St. to a point 135 feet west thereof.                       | Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays. |
| Fifth Ave.    | Both  | Water St. to Main St.                                                                | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.          |
| Fifth Ave.    | South | Pearl St. to the alley east of Pearl St.                                             | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.          |
| Fifth Ave.    | North | Pearl St. to Pine St.                                                                | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.          |
| Fifth Ave.    | South | From alley east of Pearl St. to Pine St.                                             | Three-hour parking from 12:00 noon to 6:00 p.m. except Sundays and holidays.         |
| Fifth Ave.    | South | Main St. to Pearl St.                                                                | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.          |
| Fifth Ave.    | North | Main St. to the alley east of Main St.                                               | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.          |

|                  |             |                                                                                                                                                                                    |                                                                                       |
|------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Fifth Ave.       | North       | From centerline of Sprague St. to the alley west of Sprague St.                                                                                                                    | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.           |
| Fourth Ave.      | Both        | Water St. to Ruby St.                                                                                                                                                              | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.           |
| Fourth Ave.      | South       | From Sprague St. west to the alley.                                                                                                                                                | Half-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.            |
| Main St.         | Both        | From the centerline of Third Ave. to the centerline of Fifth Ave.                                                                                                                  | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.           |
| Main St.         | West        | From the centerline of Fifth Ave. to the centerline of Sixth Ave.                                                                                                                  | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.           |
| Main St.         | East        | From the centerline of Fifth Ave. to a point 121 feet north of the centerline of Fifth Ave.                                                                                        | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.           |
| Main St.         | East        | From a point 236 feet north of the centerline of Fifth Ave. to the centerline of Sixth Ave.                                                                                        | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.           |
| Nanum St.        | West        | From a point 42 feet south of the south right-of-way of Sixth Ave. to a point 120 feet south of the south right-of-way of Sixth Ave.                                               | Two-hour parking from 9:00 a.m. to 6:00 p.m. except Saturdays, Sundays and holidays.  |
| Okanogan St.     | East        | From a point 38 feet north to north right-of-way of University Way to south right-of-way of alley between University Way and Ninth Ave.                                            | Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.             |
| <u>Pearl St.</u> | <u>East</u> | <u>Between two points lying 124 feet to 146 feet south of the centerline of Fifth Ave. and between two points lying 188 feet to 210 feet south of the centerline of Fifth Ave.</u> | <u>15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.</u> |
| Pearl St.        | West        | From the centerline of Fourth Ave. to the centerline of Fifth Ave.                                                                                                                 | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.           |

|           |      |                                                                                                                                                                                                                                                     |                                                                                 |
|-----------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Pearl St. | East | From Fifth Ave. south to a point 124 feet south of centerline of Fifth Ave. and between two points lying 146 feet to 188 feet south of centerline of Fifth Ave. and between two points lying 210 feet to 311 feet south of centerline of Fifth Ave. | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.     |
| Pearl St. | East | From the centerline of Fifth Ave. to the centerline of Sixth Ave.                                                                                                                                                                                   | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.     |
| Pearl St. | West | From the centerline of Fifth Ave. to a point 185 feet north.                                                                                                                                                                                        | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.     |
| Pearl St. | East | From the south right-of-way line of Third Ave. to a point 50 feet south thereof.                                                                                                                                                                    | 15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.  |
| Pearl St. | East | From a point 232 feet south of the south right-of-way line of Third Ave. south to Second Ave.                                                                                                                                                       | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.     |
| Pearl St. | East | From the centerline of First Ave. to a point 175 feet north of the centerline of First Ave.                                                                                                                                                         | Three-hour parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays. |
| Pearl St. | East | From a point <del>150</del> 175 feet north of the centerline of First Ave. to a point 200 feet north of the centerline of First Ave.                                                                                                                | 15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.  |
| Pearl St. | West | Between two points lying 212 feet south and 172 feet south of right-of-way line of Third Ave.                                                                                                                                                       | 15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.  |
| Pearl St. | West | From a point 212 feet south of the south right-of-way line of Third Ave. south to the centerline of Second Ave.                                                                                                                                     | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.     |

|           |      |                                                                                                                                                               |                                                                                |
|-----------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Pearl St. | West | From the centerline of Fourth Ave. to a point 90 feet south and from a point 115 feet south of the centerline of Fourth Ave. to the centerline of Third Ave.  | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.    |
| Pearl St. | West | Between two points lying 90 feet and 115 feet south of the centerline of Fourth Ave.                                                                          | 15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays. |
| Pearl St. | East | From the centerline of Fourth Ave. to a point 168 feet south and from a point 190 feet south of the centerline of Fourth Ave. to the centerline of Third Ave. | Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.      |
| Pearl St. | West | From the centerline of Seventh Ave. to a point 145 feet north and from the centerline of Seventh Ave. south to Sixth Ave.                                     | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.    |
| Pearl St. | East | Between two points lying 168 feet and 190 feet south of the centerline of Fourth Ave.                                                                         | 15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays. |
| Pine St.  | Both | From the centerline of Second Ave. to the centerline of Fifth Ave.                                                                                            | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.    |
| Pine St.  | Both | The twelfth space north of the centerline of Third Ave.                                                                                                       | 15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays. |
| Pine St.  | East | The twelfth and thirteenth spaces north of the centerline of Fourth Ave.                                                                                      | 15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays. |
| Pine St.  | West | From the centerline of Sixth Ave. to a point 145 feet south.                                                                                                  | 30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.     |
| Pine St.  | West | From the centerline of Second Ave. to the centerline of Third Ave.                                                                                            | Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.      |

|              |       |                                                                                                                  |                                                                                                    |
|--------------|-------|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Poplar St.   | East  | From the centerline of Seventh Ave. 180 feet north thereof.                                                      | Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.               |
| Ruby St.     | West  | From the centerline of Fifth Ave. to a point 95 feet south of Fourth Ave.                                        | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.                        |
| Ruby St.     | East  | From the centerline of Capitol Ave. to the centerline of First Ave.                                              | 15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.                     |
| Ruby St.     | West  | From Third Ave. to a point 180 feet south thereof.                                                               | Three-hour parking from 8:00 a.m. to 6:00 p.m.                                                     |
| Sampson St.  | East  | From a point 40 feet south of the centerline of Capitol Ave. to 266 feet south of the centerline of Capitol Ave. | 15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.                     |
| Seventh Ave. | North | From Anderson St. to Walnut St.                                                                                  | One-hour parking from 6:00 a.m. to 6:00 p.m. except Sundays and holidays.                          |
| Seventh Ave. | South | From centerline of Chestnut St. east to the termination of the Seventh Ave. right-of-way.                        | Three-hour parking from 8:00 a.m. Monday and ending 8:00 a.m. Saturday, except all legal holidays. |
| Seventh Ave. | South | From Main St. east 120 feet to the alley.                                                                        | One-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.                          |
| Sixth Ave.   | North | From the centerline of Chestnut St. east to the centerline of Poplar St.                                         | Three-hour parking from 8:00 a.m. Monday and ending 8:00 a.m. Saturday, except all legal holidays. |
| Sixth Ave.   | North | From a point 99 feet east of the centerline of Main St. to a point 150 feet east of the centerline of Main St.   | Half-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.                         |
| Sixth Ave.   | South | From Nanum St. west 120 feet to the alley.                                                                       | Two-hour parking 9:00 a.m. to 6:00 p.m. except Saturdays, Sundays and holidays.                    |

|                       |                  |                                                                                                                     |                                                                                  |
|-----------------------|------------------|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Sixth Ave.            | South            | From a point 120 feet east of the centerline of Main St. to a point 118 feet west of the centerline of Pearl St.    | Half-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.       |
| Sixth Ave.            | South            | From a point 123 feet west of the centerline of Water St. to a point 120 feet east of the centerline of Main St.    | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.      |
| Sprague St.           | East             | From Fifth Ave. to a point 146 feet north of the centerline of Fifth Ave.                                           | 15-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.       |
| Sprague St.           | East             | From a point 273 feet north of the centerline of Fifth Ave. north to Sixth Ave.                                     | 15-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.       |
| Sprague St.           | West             | From the centerline of Fourth Ave. to a point 160 feet south of Fourth Ave.                                         | Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.        |
| Sprague St.           | West             | From centerline of Fifth Ave. to a point 160 feet north of the centerline of Fifth Ave.                             | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.      |
| Tacoma Ave.           | North            | From Water St. east to alley.                                                                                       | 30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.       |
| Third Ave.            | North            | Water St. to Pine St.                                                                                               | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.      |
| <del>Third Ave.</del> | <del>North</del> | <del>From a point 95' east of the centerline of Water St. to a point 115' east of the centerline of Water St.</del> | <del>15-minute parking from 8:00 a.m. to 6:00 p.m.</del>                         |
| Third Ave.            | South            | <del>Main</del> Water St. to Pearl St.                                                                              | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.      |
| Third Ave.            | South            | From a point 1,080 feet east of the east curbline of Alder St. eastward 65 feet.                                    | Half-hour parking 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays. |
| Third Ave.            | South            | From Pearl St. to alley east of Pearl St.                                                                           | 15-minute parking from 8:00 a.m. to 6:00 p.m.                                    |

|            |       |                                                                                                                         |                                                                             |
|------------|-------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Third Ave. | South | From Pine St. west to the alley.                                                                                        | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays.              |
| Water St.  | East  | From Capitol Ave. to First Ave.                                                                                         | Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.   |
| Water St.  | East  | From Tacoma Ave. to a point 240 feet north of centerline of Tacoma Ave.                                                 | 30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.  |
| Water St.  | East  | From a point 140 feet north of centerline of Washington Ave. to a point 240 feet north of centerline of Washington Ave. | Two-hour parking from 8:00 a.m. to 6:00 pm. except Sundays and holidays.    |
| Water St.  | West  | From Fifth Ave. to a point 160 feet south of Fifth Ave.                                                                 | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays. |
| Water St.  | West  | From Fifth Ave. to Sixth Ave.                                                                                           | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays. |
| Water St.  | East  | From a point 177 feet north of centerline of Fifth Ave. to a point 217 feet north of centerline of Fifth Ave.           | Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays. |
| Water St.  | West  | From a point 140 feet north of centerline of Tacoma Ave. to a point 240 feet north of centerline of Tacoma Ave.         | 30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.  |
| Water St.  | West  | From Tacoma Ave. to a point 140 feet south of centerline of Tacoma Ave.                                                 | Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.   |
| Water St.  | West  | From Third Ave. to a point 98 feet north of centerline of Third Ave.                                                    | 30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.  |
| Water St.  | West  | From a point 250 feet south of centerline of Third Ave. to Third Ave.                                                   | 30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.  |
| Water St.  | West  | From Washington Ave. to First Ave.                                                                                      | Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.   |

[Ord. 4842 § 2, 2019; Ord. 4833 § 1, 2019; Ord. 4779 § 2, 2017; Ord. 4730 § 3, 2016; Ord. 4702 § 1, 2015; Ord. 4677 § 1, 2014; Ord. 4635 § 2, 2013; Ord. 4620 § 3, 2012; Ord. 4590 § 3, 2011; Ord. 4561 § 2, 2010; Ord. 4404, 2005; Ord. 4387, 2004; Ord. 4372, 2003; Ord. 4361, 2003; Ord. 4312, 2002; Ord. 4291, 2001; Ord. 4251, 2000; Ord. 4239, 2000; Ord. 4169, 1998; Ord. 4143, 1998; Ord. 4107, 1997; Ord. 4099, 1997; Ord. 4089, 1997; Ord. 4086, 1997; Ord. 4067 § 1, 1996; Ord. 4055 § 4, 1996; Ord. 4014 § 1, 1995; Ord. 4010 § 1, 1995; Ord. 3994 § 1, 1995; Ord. 3953 § 1, 1994; Ord. 3892 § 1, 1993; Ord. 3858 § 1, 1993; Ord. 3814 § 1, 1992; Ord. 3727 § 1, 1991; Ord. 3699 § 1, 1990; Ord. 3694 § 2, 1990; Ord. 3627 § 1, 1988; Ord. 3613 § 1, 1988; Ord. 3612 § 2, 1988; Ord. 3607 § 1, 1987; Ord. 3606 § 1, 1987; Ord. 3577 § 1, 1987; Ord. 3552 § 1, 1986; Ord. 3540 § 1, 1986; Ord. 3517 § 1, 1985; Ord. 3508 § 1, 1985; Ord. 3452 § 3, 1984; Ord. 3424 § 2, 1984; Ord. 3387 § 3, 1983.]

**Section 2. Section 8.30.020 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4833, is hereby amended to read as follows:**

**8.30.020 Loading zone established.**

When the following locations are designated by appropriate signs, a loading zone shall be established and reserved for the parking of vehicles while in the act of taking on or removing loads or passengers and it shall be unlawful to park any motor vehicle in said area.

| Street Name  | Side  | Location                                                                                                                                                                                                          |
|--------------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Anderson St. | West  | From Manitoba Ave. to Tacoma Ave. from 8:15 a.m. to 8:45 a.m. and from 2:45 p.m. to 3:15 p.m. Monday through Friday.                                                                                              |
| Fifth Ave.   | South | From alley between Pearl and Pine Sts. to Pine St. from 6:00 a.m. to 12:00 noon seven days a week.                                                                                                                |
| First Ave.   | North | From a point 58 feet east of the centerline of Sprague St. east to the alley located between Sprague St. and Anderson St. from 7:30 a.m. to 8:30 a.m. and from 2:30 p.m. to 3:30 p.m. while school is in session. |
| First Ave.   | South | From a point 141 feet west of the centerline of Sprague St. to a point 58 feet west of the centerline of Sprague St. from 7:30 a.m. to 8:30 a.m. and from 2:30 p.m. to 3:30 p.m while school is in session.       |



| <b>Street Name</b>    | <b>Side</b>      | <b>Location</b>                                                                                                       |
|-----------------------|------------------|-----------------------------------------------------------------------------------------------------------------------|
| Fourth Ave.           | South            | From a point 130 feet east of the centerline of Sprague St. to a point 150 feet east of said centerline.              |
| Main St.              | East             | From a point 121 feet north of the centerline of Fifth Ave. to a point 236 feet north of the centerline of Fifth Ave. |
| Manitoba Ave.         | South            | From a point 115 feet west of the centerline of Sprague St. to a point 137 feet west of said centerline.              |
| Nanum St.             | West             | From a point 50 feet south of the south right-of-way of Sixth Ave. to a point 100 feet south of said right-of-way.    |
| Pine St.              | West             | The sixth vehicular parking space south of Fourth Ave. from 8:00 a.m. to 6:00 p.m., Monday through Saturday.          |
| Sixth Ave.            | North            | From a point 371 feet east of the centerline of Chestnut St. to a point 398 feet east of said centerline.             |
| Sixth Ave.            | South            | From a point 50 feet east of the centerline of Water St. to a point 175 feet east of the centerline of Water St.      |
| Third Ave.            | South            | From a point 910 feet east of the east side of Alder St. to a point 920 feet east of said Alder St.                   |
| <del>Third Ave.</del> | <del>South</del> | <del>From the west right-of-way line of the alley between Main St. and Water St. extending westerly 66 feet.</del>    |
| Water St.             | East             | From a point 256 feet north of the centerline of Fifth Ave. to Sixth Ave.                                             |
| Water St.             | East             | From a point 135 feet south of the centerline of University Way to University Way.                                    |

[Ord. 4833 § 2, 2019; Ord. 4805 § 2, 2018; Ord. 4670 § 2, 2014; Ord. 4590 § 4, 2011; Ord. 4544 § 4, 2009; Ord. 4490 § 5, 2007; Ord. 4432 § 2, 2006; Ord. 4404, 2005; Ord. 4391, 2004; Ord. 4387, 2004; Ord. 4312, 2002; Ord. 4256, 2000; Ord. 4217, 1999; Ord. 3818 § 1, 1992; Ord. 3814 § 3, 1992; Ord. 3624 § 1, 1988; Ord. 3562 § 1, 1986; Ord. 3426 § 2, 1984; Ord. 3387 § 9, 1983.]

**Section 3. Section 8.36.040 of the Ellensburg City Code, as last amended by Section 7 of Ordinance 4842, is hereby amended to read as follows:**

**8.36.040 Two-way stop intersections designated – Procedures required.**

The following intersections, when appropriately signed, are designated as two-way stop streets, and all traffic proceeding on the first street indicated shall first come to a complete stop before proceeding into the intersection with the second designated street, then enter with due caution and yield the right-of-way to all other traffic proceeding on each such designated cross-street:

Alder St. at Sanders Road

Alder St. at Third Ave.

Anderson St. at Fifth Ave.

Anderson St. at Fourth Ave.

Anderson St. at Manitoba Ave.

Anderson St. at Seventh Ave.

Anderson St. at Tacoma Ave.

Anderson St. at Third Ave.

“B” St. at Eleventh Ave.

Berry Road at Burlington Northern Railroad Tracks

Bull Road and Willow St. at Mountain View Ave.

“C” St. at Ninth Ave.

“C” St. at Tenth Ave.

Chestnut St. at Third Ave.

Cle Elum St. at Seventh Ave.

Cle Elum St. at Sixth Ave.

Cobblefield St. at Idaho Ave.

~~Cora St. at Fifteenth Ave.~~

Countryside Ave. at Airport Road

Countryside Ave. at Ellington St.  
Countryside Ave. at Gail Road  
Delphine St. at Eleventh Ave.  
Delphine St. at Tenth Ave.  
Eleventh Ave. at Columbia St.  
Eleventh Ave. at Okanogan St.  
Ellington St. at Bender Road  
Elliot St. at Fourth Ave.  
Elliot St. at Second Ave.  
Elliot St. at Third Ave.  
Fifth Ave. at Chestnut St.  
Fifth Ave. at Railroad Ave.  
First Ave. at Alder St.  
First Ave. at Chestnut St.  
First Ave. at Main St.  
First Ave. at Maple St.  
First Ave. at Pearl St.  
First Ave. at Pine St.  
First Ave. at Poplar St.  
First Ave. at Sampson St.  
First Ave. at Walnut St.  
First Ave. at Water St.  
Fourteenth Ave. at Columbia St.  
Fourteenth Ave. at Okanogan St.  
Fourteenth Ave. at Water St.

Fourteenth Ave. at Main St.  
Fourth Ave. at Alder St.  
Fourth Ave. at Chestnut St.  
Fourth Ave. at Kittitas St.  
Fourth Ave. at Lincoln St.  
Fourth Ave. at Maple St.  
Fourth Ave. at Ruby St.  
Fourth Ave. at Walnut St.  
Fourth Ave. at Water St.  
Greenfield Ave. at Alder St.  
Greenfield Ave. at Spar Lane  
Greenfield Ave. at Water St.  
Helena Ave. at Walnut St.  
Helena Ave. at Alder St.  
Hobert Ave. at Chestnut St.  
Hobert St. at Magnolia Ave.  
Jackson Ave. at Pearl St.  
Kittitas St. at Fifth Ave.  
Kittitas St. at Third Ave.  
Kittitas St. at Seventh Ave.  
Kittitas St. at Sixth Ave.  
Kristen Ave. at Gail Road  
Manitoba Ave. at Chestnut St.  
Manitoba Ave. at Maple St.  
Maple St. at Capitol Ave.

Maple St. at Third Ave.  
McIntosh St. at Greenfield Ave.  
Nanum St. at Seventh Ave.  
Ninth Ave. at Columbia St.  
Ninth Ave. at Okanogan St.  
Ninth Ave. at University Way  
Ninth Ave. at Water St.  
Pacific St. at Fifth Ave.  
Pearl St. at Capitol Ave.  
Pearl St. at Manitoba Ave.  
Pearl St. at Seventh Ave.  
Pfenning Road at Vantage Hwy.  
Pine St. at Seventh Ave.  
Pine St. at Third Ave.  
Poplar St. at Capitol Ave.  
Poplar St. at Second Ave.  
Poplar St. at Third Ave.  
Poplar St. at University Way  
Remington Dr. at Airport Rd.  
Ruby St. at Manitoba Ave.  
Sampson St. at Capitol Ave.  
Sampson St. at Fifth Ave.  
Sampson St. at Fourth Ave.  
Sampson St. at Seventh Ave.  
Sampson St. at Tacoma Ave.

Sampson St. at Third Ave.  
Seattle Ave. at Maple St.  
Seattle Ave. at Willow St.  
Second Ave. at Alder St.  
Second Ave. at Anderson St.  
Second Ave. at Chestnut St.  
Second Ave. at Dennis St.  
Second Ave. at Main St.  
Second Ave. at Maple St.  
Second Ave. at Pearl St.  
Second Ave. at Pine St.  
Second Ave. at Ruby St.  
Second Ave. at Sampson St.  
Second Ave. at Sprague St.  
Second Ave. at Water St.  
Second Ave. at Walnut St.  
Seventh Ave. at Chestnut St.  
Seventh Ave. at Main St.  
Seventh Ave. at Ruby St.  
Seventh Ave. at Sprague St.  
Seventh Ave. at Walnut St.  
Seventh Ave. at Water St.  
Seventh Ave. at Wenas St.  
Sixth Ave. at Anderson St.  
Sixth Ave. at Chestnut St.

Sixth Ave. at Main St.  
Sixth Ave. at Nanum St.  
Sixth Ave. at Pacific St.  
Sixth Ave. at Pearl St.  
Sixth Ave. at Pine St.  
Sixth Ave. at Ruby St.  
Sixth Ave. at Sampson St.  
Sixth Ave. at Sprague St.  
Sixth Ave. at Walnut St.  
Sixth Ave. at Water St.  
Skyline Drive at Vista Road  
Spar Lane at Idaho Ave.  
Spokane Ave. at Chestnut St.  
Sprague St. at Tacoma Ave.  
Sprague St. at Third Ave.  
Tacoma Ave. at Chestnut St.  
Tacoma Ave. at Main St.  
Tacoma Ave. at Pearl St.  
Tacoma Ave. at Pine St.  
Tacoma Ave. at Poplar St.  
Tacoma Ave. at Ruby St.  
Tacoma Ave. at Water St.  
Tenth Ave. at Columbia St.  
Tenth Ave. at Main St.  
Tenth Ave. at Okanogan St.

Tenth Ave. at Water St.  
Third Ave. at Dennis St.  
Thirteenth Ave. at Columbia St.  
Thirteenth Ave. at Okanogan St.  
Twelfth Ave. at Columbia St.  
Twelfth Ave. at Okanogan St.  
Twenty-Eighth Ave. at Ellington St.  
Twenty-Eighth Ave. at Gail Road  
Twenty-Sixth Ave. at Columbia St.  
Twenty-Sixth Ave. at Water St.  
Walnut St. at Capitol Ave.  
Walnut St. at Fifth Ave.  
Walnut St. at Manitoba Ave.  
Walnut St. at Tacoma Ave.  
Walnut St. at Third Ave.  
Washington Ave. at Chestnut St.  
Washington Ave. at Main St.  
Washington Ave. at Pearl St.  
Washington Ave. at Pine St.  
Washington Ave. at Poplar St.  
Washington Ave. at Ruby St.  
Washington Ave. at Sprague St.  
Washington Ave. at Water St.  
Water St. at Helena Ave.  
Wenas St. at Fifth Ave.



White Birch Ave. at Chestnut St.

[Ord. 4842 § 7, 2019; Ord. 4770 § 2, 2017; Ord. 4742 § 3, 2016; Ord. 4697 § 2, 2015; Ord. 4670 § 3, 2014; Ord. 4635 § 3, 2013; Ord. 4522 § 4, 2008; Ord. 4490 § 8, 2007; Ord. 4453 § 2, 2006; Ord. 4432 § 3, 2006; Ord. 4417 § 3, 2005; Ord. 4387, 2004; Ord. 4316, 2002; Ord. 4291, 2001; Ord. 4256, 2000; Ord. 4216, 1999; Ord. 4202, 1999; Ord. 4063 § 1, 1996; Ord. 3991 § 1, 1995; Ord. 3797 § 1, 1992; Ord. 3642 § 1, 1988; Ord. 3589 § 1, 1987; Ord. 3530 § 1, 1986; Ord. 3515 § 1, 1985; Ord. 3507 § 1, 1985; Ord. 3498 § 1, 1985; Ord. 3488 § 1, 1985; Ord. 3450 § 1, 1984; Ord. 3375 § 1, 1982; Ord. 3332 § 1, 1982; Ord. 3278 § 1, 1980; Ord. 3196 § 1, 1978; Ord. 3156 § 1, 1977; Ord. 3137 § 1, 1977; Ord. 3125 § 1, 1977; Ord. 3098 § 2, 1976; Ord. 3078 § 1, 1975.]

**Section 4. Section 8.36.080 of the Ellensburg City Code, as last amended by Section 9 of Ordinance 4490, is hereby amended to read as follows:**

8.36.080 All-way stop intersections designated – Procedures required

The following intersections, when appropriately signed, are designated as “all-way” stop intersections, and all traffic approaching each such intersection shall first come to a complete stop before proceeding into or through the intersection, and then enter with due caution and yield the right-of-way to other traffic entering said intersection on the right:

Capitol Ave. and Chestnut St.

Capitol Ave. and Pine St.

Capitol Ave. and Ruby St.

Eighteenth Ave. and Alder St.

Eighteenth Ave. and Brook Lane

Eighteenth Ave. and Walnut St.

Eleventh Ave. and “D” St.

Fifteenth Ave. and Cora St.

Fifth Ave. and Pearl St.

Fifth Ave. and Ruby St.

Fourteenth Ave. and Alder St.

Fourteenth Ave. and “D” St.

Manitoba Ave. and Pine St.

Radio Road and Vista Road

Spokane St. and Whitman Ave.

Tenth Ave. and “B” St.

Third Ave. and Chestnut St.

Third Ave. and Lincoln St.

Third Ave. and Pearl St.

Third Ave. and Ruby St.

Walnut St. and Dean Nicholson Blvd.

Washington Ave. and Anderson St.

Water St. and Helena Ave.

White Birch Ave. and Chestnut St.

[Ord. 4490 § 9, 2007; Ord. 4417 § 4, 2005; Ord. 4219, 1999; Ord. 4135, 1998; Ord. 4063 § 2, 1996; Ord. 3991 § 2, 1995; Ord. 3797 § 2, 1992; Ord. 3752 § 1, 1991; Ord. 3642 § 2, 1988; Ord. 3589 § 2, 1987; Ord. 3515 § 2, 1985; Ord. 3507 § 2, 1985; Ord. 3498 § 2, 1985; Ord. 3488 § 2, 1985; Ord. 3393 § 1, 1983; Ord. 3303 § 2, 1981; Ord. 3252 § 1, 1980; Ord. 3246 § 1, 1980; Ord. 3098 § 3, 1976; Ord. 3078 § 2, 1975.]

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

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

**Section 7. Effective Date.** This ordinance shall take effect and be in 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 July, 2020.

---

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. 4854 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4854 was published as required by law.

\_\_\_\_\_  
BETH LEADER



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** July 6, 2020

**Item Title/Agenda Subject:** Ordinance (first reading) to correct definition of "low-income disabled citizen" in City's utility code.

**Submitted by:** Ryan Lyyski Public Works & Utilities

**Recommended Action or Motion:** Conduct first reading of proposed ordinance correcting the definition of "low-income disabled citizen" in ECC 9.30.020.

**Background/Summary:** Staff has recently discovered an inconsistency in the current definition for Low-Income Disabled Citizen in Title 9 of the utilities code. The City Council is being requested to amend definition of Low Income Disabled Citizen.

**Previous Council Action:** The definition of Low Income Disabled in ECC 9.30.020 was modified in 2010 (Ordinance 4571) and again in 2013 (Ordinance 4650). This definition was not modified in 2019 as part of the standardization of the utility discount program.

**Analysis:** Staff recommends changing the existing definition of "low-income disabled citizen" in RCW 9.30.020 because it was discovered to have been previously amended in a manner that mistakenly narrowed the previous definition, contrary to the intent at the time. Amendments made in 2010 and 2013 resulted in a four-part test for qualifying under the definition, which included income qualification and multiple requirements to show disability qualification. When staff reviewed the legislative history, it was clear that Council had intended that there only be a two part test: income qualification and disability qualification, and the disability requirement could be met in one of four ways. The proposed ordinance will correct this error and return the definition to its original intent.

The Utility Advisory Committee forwarded a favorable recommendation to the City Council, to adopt an ordinance amending the definition at their February 20, 2020 meeting.

**Financial Impact:** The proposed changes are expected to result in a slight increase in customers who qualify for the rate. Any resulting

decrease in revenue will be incorporated in future budgets.

**Attachments:**

[Title 9 Low-Income Disabled Citizen definition](#)

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO TITLE 9 “UTILITIES” AND AMENDING SECTION 9.30.020 OF THE ELLENSBURG CITY CODE.

WHEREAS, staff has recently discovered an inconsistency in the current definition for “Low-income disabled citizen” in Chapter 9.30 of the Ellensburg, “Utility Rates”; and

WHEREAS, Ordinance No 4650 amended the definition of “Low-income disabled citizen” in ECC 9.30.030; and

WHEREAS, the agenda report for Ordinance No 4650 stated the amendments were merely correcting the change in RCW numbering for parking placard qualifications; and

WHEREAS, the intention of Council was to allow applicants who meet the income threshold to qualify by demonstrating one of the four criteria,

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

**Section 1. Section 9.30.020 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4844, is hereby amended to read as follows:**

**9.30.020 Definitions.**

“BOD (biochemical oxygen demand)” means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees centigrade, expressed in parts per million by weight.

“Debt service coverage” or “DSC” means the result of a calculation dividing a utility’s margin (profit) for the year by the utility’s annual debt payment.

“Domestic strength wastewater” means wastewater having a BOD of 200 mg/l and suspended solids of 250 mg/l.

“Electric demand” means the maximum KW delivered during a 15-minute period in which the consumption of energy is the greatest during the month.

“Income” means all moneys received by the claimant from any source. It includes, but is not limited to: wages, railroad retirement, Social Security benefits, investment income in the form of dividends from stock, interest on savings accounts and bonds, capital gains, gifts and inheritances, net rental income from real estate, disability payments, retirement pay and annuities. Reimbursement for losses shall not be considered as income.

“Low-income disabled citizen” means a person ~~who: (A) has~~ with a combined household income at or below 125 percent of the federally established poverty level; ~~(B) who: (A) provides~~ documentation of disability from the Social Security Administration of the federal government; ~~or (C) (B) qualifies for special parking privileges under RCW 46.19.010(a) through (j); or (D)~~ (C) demonstrates through documentation from a qualified medical professional that he or she has a disability identified in RCW 46.19.010(a) through (j); or ~~(E) (D)~~ qualifies as a blind person as defined in RCW 74.18.020.

“Low-income senior citizen” means a person who is 65 years of age or older with a combined household income at or below 125 percent of the federally established poverty level.

“Nonprofit agencies serving the disadvantaged” means agencies with a 501(c)(3) tax exempt designation from the Internal Revenue Service (IRS), a majority of whose clients/customers: (A) qualify for the low-income senior citizen rate, (B) are persons with disabilities of the types recognized by the city for determining eligibility for the low-income disabled citizen rate, regardless of their actual income level, or (C) are persons from families determined to be low income as defined by the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 USC Section 9902(2).

“Power factor” or “PF” means the ratio of the real power to the apparent power, and is a number between zero and one. “Real power” is the capacity of the circuit for performing work in a particular time. “Apparent power” is the product of the current and voltage of the circuit.

“Purchased gas cost adjustment” means the average cost of gas per Ccf paid by the city (including current city and state taxes per Ccf) the month prior to the billing month. [Ord. 4844 § 1, 2019; Ord. 4650 § 1, 2013; Ord. 4571 § 1, 2010; Ord. 4555 § 1, 2009; Ord. 4503 § 2, 2007.]

**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 the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 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 July, 2020.

\_\_\_\_\_  
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. \*\*\*\*\* 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 AGENDA REPORT

**City Council Meeting Date:** July 6, 2020

**Item Title/Agenda Subject:** Ordinance (first reading) to increase the membership of the Lodging Tax Advisory Committee

**Submitted by:** Terry Weiner City Attorney Department

**Recommended Action or Motion:** Approve first reading of ordinance increasing the membership of the Lodging Tax Advisory Committee from five to seven members.

**Background/Summary:** Chapter 67.28 of the Revised Code of Washington (RCW) authorizes local governments to create a lodging tax advisory committee (LTAC) for the purpose of reviewing and commenting on proposals for tourism promotion and tourism-related facilities, and engage in tourism planning and promotion activities. The City's Lodging Tax Advisory Committee (LTAC) membership is established in ECC 2.28.200(B), and consists of five members. One member is a city councilmember (who chairs the LTAC), two members are from businesses that are required to collect lodging tax, and two members must be persons involved in activities that are funded by the lodging tax revenue. The LTAC met on March 11, 2020 and recommended increasing the number of committee members from five to seven in order to address issues with meeting the quorum requirements for their meetings.

**Previous Council Action:** City Council considered the request to increase LTAC membership at its June 15, 2020 meeting and agreed with the recommendation.

**Analysis:** RCW 67.18.1817(1) governs the composition of lodging tax advisory committees, and requires that a lodging tax advisory committee consist of at least five members, of whom: (a) At least two members who are representatives of businesses required to collect tax under this chapter; and (b) at least two members who are persons involved in activities authorized to be funded by revenue received under the chapter. The proposed revisions to ECC 2.28.200(B) will add one member to

each of the required "collection" and "receiver" categories.

In addition, the members of each collection and receiver category serve staggered terms. In order to continue this staggered membership, the ordinance incorporates the current expiration date for present members (either December 31, 2020 or December 31, 2021, depending on their original appointment date). New members (the 6th and 7th) shall serve what may be a slightly longer term through December 31, 2022, again depending on when they are appointed. However, there will still be four members with terms expiring in 2022, and every two years thereafter, as a result.

**Financial Impact:** None.

**Attachments:**

[Lodging Tax Membership Increase Ordinance](#)

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO CHAPTER 2.28 "CONVENTION CENTER FUND" AND AMENDING SECTION 2.28.200 OF THE ELLENSBURG CITY CODE.

WHEREAS, as authorized by chapter 67.28 of the Revised Code of Washington (RCW), the City of Ellensburg established in Chapter 2.28 of the Ellensburg City Code (ECC) a lodging tax advisory committee (LTAC) for the purpose of reviewing and commenting on proposals for tourism promotion and tourism-related facilities, and engage in tourism planning and promotion activities, in Ellensburg; and

WHEREAS, the current membership of the LTAC consist of five (5) members selected as provided in ECC 2.28.200(B); and

WHEREAS, RCW 67.18.1817(1) requires that a lodging tax advisory committee consist of at least five members, of whom: (a) At least two members who are representatives of businesses required to collect tax under this chapter; and (b) at least two members who are persons involved in activities authorized to be funded by revenue received under the chapter; and

WHEREAS, at the March 11, 2020 Special Meeting of the Lodging Tax Advisory Committee the committee approved a motion to propose to the City Council increasing membership from five to seven, consisting of three members representative of businesses required to collect the tax, three members involved in activities authorized to be funded by the revenue received from the tax, and one Councilmember; and

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

**Section 1. Section 2.28.200 of the Ellensburg City Code, as last amended by Ordinance 4327, is hereby amended to read as follows:**

**2.28.200 Lodging tax advisory committee.**

A. There is hereby created a lodging tax advisory committee, whose duties shall be to serve the functions prescribed in RCW 67.28.1817, review and comment on proposals for tourism promotion and tourism-related facilities, and engage in tourism planning and promotion activities.

B. The lodging tax advisory committee shall consist of ~~five~~ seven members, appointed by the city council. One member shall be an elected official of the city, who shall serve as chair; ~~two~~ three members shall be representatives of businesses required to collect the tax, one of whom shall be appointed to a ~~one-year~~ term expiring December 31, 2020, and the other to a two-year term ~~the second member being appointed to a term expiring December 31, 2021, and the third~~

member being appointed to a term expiring December 31, 2022; and ~~two~~ three members shall be persons involved in activities authorized to be funded by revenue received from the tax, one of whom shall be appointed to a ~~one-year~~ term expiring December 31, 2020, and the other to a ~~two-year term~~ the second member being appointed to a term expiring December 31, 2021, and the third member being appointed to a term expiring December 31, 2022. After the expiration of the terms set forth herein, each member being reappointed or newly appointed shall serve a two-year term, or such portion thereof to complete the term of any member who resigns or is removed from the committee. The committee may include, but is not required to include, one nonvoting member who is an elected official of Kittitas County. The city council shall review the membership of the committee annually and make changes as appropriate. Vacancies on the committee shall be filled by the city council.

C. The city council shall submit to the lodging tax advisory committee, for its review and comment, proposals on: (1) the imposition of a tax under Chapter 67.28 RCW; (2) any increase in the rate of such a tax; (3) repeal of an exemption from such a tax; or (4) a change in the use of the revenue received from such a tax. The city council shall submit such a proposal to the committee at least 45 days before taking final action on any such proposal. Comments by the committee should include an analysis of the extent to which the proposal will accommodate activities for tourists or increase tourism, and the extent to which the proposal will affect the long-range stability of the special fund created for the lodging tax revenues. The committee shall submit a written recommendation to the city council within 45 days of receiving the proposal from the city council. The report shall be advisory to the city council, and shall not be binding upon the council. Failure of the committee to submit its report to the city council in a timely fashion prior to passage of the proposal shall not prevent the city council from acting on the proposal.

D. The committee is authorized to review applications for lodging tax funding and to make recommendations to the city council regarding which tourism promotion and tourism-related facility project applications the city should fund. However, this grant of authority shall not be construed to require the city council to submit such proposals to the committee for initial review in addition to the review process set forth in subsection (C) of this section. If any expenditures will constitute an amendment to the city's annual budget, the request shall be submitted to the committee prior to final approval by the city council. If the proposed expenditure under review by the committee falls within the limits of the city manager's contracting authority set forth in ECC 2.03.080, and is otherwise consistent with the annual budget, the committee's recommendation may be made to the city manager, who may either authorize the expenditure without further confirmation by the city council or instead forward the committee's recommendation to the council for further action.

E. The committee is authorized to engage in tourism planning and promotion activities. The duties of the committee shall include advising and making recommendations to the city council regarding tourism matters, developing tourism promotion strategies and plans, and identifying

potential future uses of lodging tax revenue for tourism promotion and tourism-related facility projects. [Ord. 4327, 2002; Ord. 4234, 2000; Ord. 4111, 1997.]

**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 the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 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 July, 2020.

---

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. \*\*\*\*\* 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 AGENDA REPORT

**City Council Meeting Date:** July 6, 2020

**Item Title/Agenda Subject:** Resolution to Approve Multifamily Housing Limited Property Tax Exemption Agreement with Patricia Place, LLC for Patricia Place Center

**Submitted by:** Jamey Ayling Community Development

**Recommended Action or Motion:** Staff recommends that the City Council approve the resolution and authorize the City Manager to sign the Agreement with Patricia Place LLC.

**Background/Summary:** Patricia Place, LLC has submitted an application with the Community Development Department to receive the Multifamily Housing Tax Exemption (MFTE) for the development known as Patricia Place Center. The project, located at 407 N. Water Street, contains 16 multi-family units and is currently under construction. If approved, the MFTE would allow for the value of the new housing construction to be exempt from ad valorem property taxation for a period of eight successive years, beginning January 1st of the year immediately following the calendar year of issuance of the certificate. The tax exemption would not include the value of the land or any non-housing related improvements.

**Previous Council Action:** Consistent with the planning goals of the Growth Management Act (GMA), the State of Washington has provided various means of promoting affordable housing, including multifamily housing, in urban centers. One such incentive is provided through offering tax exemptions for multifamily developments in urban centers that meet the specific criteria outlined in Chapter 84.14 RCW. The purpose statement in RCW 84.14.007 reads as follows:

...It is further the purpose of this chapter to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multifamily housing in urban centers having insufficient housing opportunities that will increase and improve residential

opportunities, including affordable housing opportunities, within these urban centers. To achieve these purposes, this chapter provides for special valuations in residentially deficient urban centers for eligible improvements associated with multi-unit housing, which includes affordable housing. It is an additional purpose of this chapter to allow unincorporated areas of rural counties that are within urban growth areas to stimulate housing opportunities and for certain counties to stimulate housing opportunities near college campuses to promote dense, transit-oriented, walkable college communities.

The City has enacted Ellensburg City Code (ECC) Chapter 2.30, Multifamily Housing Tax Incentives, in response to the exemption opportunity allowed for by the State. Multifamily projects that provide at least 20 percent of the units as affordable housing units are eligible for a 12-year exemption. Multifamily projects that do not include an affordable housing component are eligible for the exemption for a lesser period of 8 years. The Central Commercial (C-C) Zone has been designated by Council as the “Residential Targeted Area” within the City of Ellensburg. Since the adoption of the MFTE ordinance, three multifamily projects have received the multifamily housing tax exemption.

### **Analysis:**

Patricia Place Center has submitted an application to receive the 8-year tax exemption for the new 16-unit apartment complex located at 407 N. Water Street. A vacant house was previously located on the site.

The eligibility requirements and procedures for approving a MFTE project are described in Chapter 2.30 ECC. The project has been found to meet the eligibility requirements of ECC 2.30.060, and the next step is to enter into a contract with the City, pursuant to ECC 2.30.060(B). If Council approves the contract, the Community Development Department will issue a Conditional Certificate of Tax Exemption which shall contain a statement that the property has complied with ECC 2.30.050 and 2.30.060. The conditional certificate expires three years from the date of approval.

Upon completion of the improvements agreed upon in the contract between the applicant and the city, and upon issuance

of a temporary or permanent certificate of occupancy, the applicant may request a final certificate of tax exemption, pursuant to ECC 2.30.080. When such a request is submitted, it must come before Council for consideration and approval.

**Financial Impact:**

The exemption of the property tax will delay the increase in property tax associated with this development collected by the County over an 8-year period beginning in 2021. The estimated property tax revenue reduction to the city based on the improvement value of \$2.5 million would be approximately \$4,500 each year through 2029.

**Attachments:**

[Council Resolution Patricia Place Center & agreement EXHIBIT A](#)



## **RESOLUTION NO. 2020-\_\_**

A RESOLUTION of the City Council of the City of Ellensburg approving an agreement with Patricia Place, LLC for property tax exemption.

WHEREAS, the City of Ellensburg desires to stimulate new construction of multifamily housing in the downtown, in order to encourage increased residential opportunities within the central commercial zone, to stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multifamily housing in the central commercial zone to increase and improve housing opportunities, and to reduce development pressure on single-family residential neighborhoods; and

WHEREAS, the City is interested in promoting new housing in the downtown area of the City of Ellensburg; and

WHEREAS, the City has, pursuant to authority granted to by Chapter 84.14 RCW, designated the Central Commercial zoned area of the city as a Residential Target Area for the provision of limited property tax exemptions for new multifamily residential housing; and

WHEREAS, the City has, as set forth at Chapter 2.30 of the Ellensburg City Code (“ECC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Kittitas County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption; and

WHEREAS, Patricia Place LLC (Applicant) is interested in receiving a limited property tax exemption for the construction of new multifamily residential housing within the central commercial zone, which is a designated “Residential Target Area” identified in Chapter 2.30 ECC; and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining the development of new multifamily residential housing being constructed on property addressed as 407 N. Water Street Ellensburg, WA, Parcel ID # 357833, and more particularly described as CD. 1421; TWN EBURG; DEPOT ADD. S 55 FT OF LOT 9 BLK 13 (“Property”); and

WHEREAS, the City has determined that the improvements to the Property satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City Council for the City of Ellensburg do resolve as follows:

Section. 1. The Multifamily Housing Limited Property Tax Exemption Agreement attached hereto as Exhibit A between Patricia Place, LLC and the City of Ellensburg, a Washington Municipal Corporation, is approved.

Section 2. The City Manager of the City of Ellensburg or his designee is authorized to execute the attached Exhibit A.

ADOPTED by the City Council of the City of Ellensburg on 6<sup>th</sup> day of July, 2020.

---

Bruce Tabb, Mayor

ATTEST:

---

Beth Leader, City Clerk

**Exhibit "A"**

**MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION  
AGREEMENT**

---

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between PATRICIA PLACE LLC, a \_\_\_\_\_ Washington Limited Liability Corporation (hereinafter referred to as "Applicant"), and the CITY OF ELLENSBURG, a Washington municipal corporation (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multifamily housing in the downtown, in order to encourage increased residential opportunities within the central commercial zone, to stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multifamily housing in the central commercial zone to increase and improve housing opportunities, and to reduce development pressure on single-family residential neighborhoods, and

WHEREAS, the City is interested in promoting new housing in the downtown area of the City of Ellensburg, and

WHEREAS, the City has, pursuant to authority granted to by Chapter 84.14 RCW, designated the Central Commercial zoned area of the city as a Residential Target Area for the provision of limited property tax exemptions for new multifamily residential housing, and

WHEREAS, the City has, as set forth at Chapter 2.30 of the Ellensburg City Code ("ECC"), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Kittitas County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multifamily residential housing, to be known as “The Patricia Place Center”, within the Central Commercial zoning district, which is a Designated Residential Target Area identified in ECC 2.30.020, and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining the development of new multifamily residential housing being constructed on property addressed as 407 N. Water Street Ellensburg, WA, Parcel ID # 357833, and more particularly described as CD. 1421; TWN EBURG; DEPOT ADD. S 55 FT OF LOT 9 BLK 13 (“Property”), and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption,

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant agrees to construct on the site multifamily residential housing units as described in the approved site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement.
3. The Applicant agrees that the property must satisfy any eligibility conditions contained in Chapter 2.30 ECC for the duration of the tax exemption.
4. The Applicant is requesting an   X   EIGHT or a        TWELVE year (check one) limited property tax exemption. (If a twelve year exemption, the Applicant commits to renting or selling at least twenty percent (20%) of the multifamily housing units constructed on the site as housing units affordable for low or moderate-income households as defined by ECC 2.30.015).
5. The Applicant agrees to complete construction of the agreed upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City.

6. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Community Development Director ("Director") the following:
  - (a) A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property;
  - (b) A description of the completed work and a statement of qualifications for the exemption;
  - (c) A statement that the work was completed within the required three-year period or any authorized extension.
7. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Kittitas County Treasurer and Assessor within forty days.
8. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of eight years, to file a notarized declaration with the Director indicating the following:
  - (a) A statement identifying the total number of occupied and vacant multifamily units receiving a property tax exemption;
  - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 2.30 ECC, and Chapter 84.14 RCW;
  - (c) A description of any subsequent improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
  - (d) The total monthly rent for each unit; and
  - (e) Documentation of the income of each renter household at the time of initial occupancy.
9. The applicant agrees to maintain the property including all improvements in compliance with all applicable City codes and requirements.
10. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multifamily units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 8 or to maintain adequate records may result in the tax exemption being canceled.

11. If the Applicant converts to another use any of the new multifamily residential housing units constructed under this Agreement, the Applicant shall notify the Kittitas County Assessor and Treasurer and the Director within 60 days of such change in use.
12. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in Chapter 84.14 RCW. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
14. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.
15. Applicant agrees that this Agreement is subject to the Ellensburg MultiFamily Housing Tax Exemption set forth in Chapter 2.30 of the Ellensburg City Code.

CITY OF ELLENSBURG

PATRICIA PLACE LLC

\_\_\_\_\_  
John Akers, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Tyler Glahn, Managing Partner

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Terry Weiner, City Attorney

STATE OF WASHINGTON )  
 ) ss.  
County of Kittitas )

On this day personally appeared before me, the undersigned Notary Public, in and for the State of Washington, duly commissioned and sworn, TYLER GLAHN, Authorized Signatory for PATRICIA PLACE LLC, who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said property, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Printed Name:

Notary Public in and for the State of Washington, residing at \_\_\_\_\_.

My Commission Expires:

STATE OF WASHINGTON                    )  
                                                          ) ss.  
County of Kittitas                        )

On this day personally appeared before me, the undersigned Notary Public, in and for the State of Washington, duly commissioned and sworn, \_\_\_\_\_, the \_\_\_\_\_ of the CITY OF ELLENSBURG, a Washington municipal corporation, which executed the within and foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said city, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Printed Name:

Notary Public in and for the State of Washington, residing at \_\_\_\_\_.

My Commission Expires:





## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** July 6, 2020

**Item Title/Agenda Subject:** CARES Act small business and rent assistance funding level and process

**Submitted by:** John Akers City Manager Department

**Recommended Action or Motion:** Authorize fund distribution to the City for out of pocket expenses, small business support, and rent assistance programs at the levels recommended by the Subcommittee and authorize the necessary budget adjustments to facilitate the programs.

**Background/Summary:** At Council's May 18 regular meeting, Resolution 2020-13 was adopted which established a Community Support Fund from a portion of the funding to be received by the City from the Federal CARES Act program being administered by the State Department of Commerce. Following adoption of the resolution, Council appointed Mayor Tabb, Councilmember Lillquist, Councilmember Morgan and two members of the Ellensburg Business Development Authority to develop a process for funding distribution, determine the program(s) to be funded, and make recommendation to the Council on the level of funding recommended for the programs. The Committee met on two occasions and developed a recommendation consistent with Council's direction.

**Previous Council Action:**

1. Adoption of Resolution 2020-12 establishing the City's intent to provide up to 25% of the City's CARES Act funding to the Kittitas County Health Department to support the departments efforts to provide adequate testing and contact tracing for the COVID-19 Pandemic.
2. Adoption of Resolution 2020-13 Establishing a Council Subcommittee to provide recommendations for a Community Support program focused on the activities identified in the resolution and utilizing the remaining CARES Act funding.

**Analysis:** The City is the recipient of a reimbursable Department of Commerce Grant in the amount of \$598,800 to fund expenses associated with the City's response to the COVID-19 outbreak

locally. The DOC program identified a number of eligible expenditures under the grant and these expenditures were articulated in Council's adopted Resolution 2020-13. Under previous Council action, \$149,700 of the total was allocated to support of the Kittitas County Public Health Department, leaving a balance of \$449,100 to be allocated to City to be used for out of pocket expenses and the activities described in the resolution. The subcommittee met and after considerable discussion recommended the following programs and fund distributions.

|                                  |           |
|----------------------------------|-----------|
| 1. Small Business Support Grants | \$325,000 |
| 2. Rent Assistance               | 75,000    |
| 3. City Out of Pocket Expense    | 49,100    |

The attached contracts establish the administrative mechanism to distribute the funds.

**Financial Impact:**

Funding for the identified programs is from a reimbursable grant that will require us to make the expenditures and request reimbursement. The fiscal impact is fund balance neutral. However, staff request Council provide budget authority to expend the funds from reserves and reimburse the reserve account when reimbursement payments are received.

**Attachments:**

[Sample Business Support Grant Agreement](#)

[Subcontract with HopeSource - CARES Act Rental Assistance](#)

**AGREEMENT BETWEEN THE CITY OF ELLENSBURG AND**  
**[REDACTED]**  
**FOR CARES ACT SMALL BUSINESS**  
**AND COMMUNITY SUPPORT FUND GRANT**

**THIS AGREEMENT** is made this 7<sup>th</sup> day of July, 2020 (“Effective Date”), by and between the City of Ellensburg, a Washington municipal corporation (“the City”) and [REDACTED] (“the Recipient”), the recipient of a grant award from the City’s Small Business and Community Support Fund, collectively referred to as the “Parties.”

**WHEREAS**, on March 9, 2020, the Ellensburg City Council declared a public health emergency in Ellensburg arising from the COVID-19 outbreak; and

**WHEREAS**, Governor Inslee issued Proclamation 20-25, “Stay Home, Stay Healthy, on March 23, 2020, which prohibited all people in Washington State from leaving their homes or participating in social, spiritual and recreational gatherings of any kind regardless of the number of participants, and all non-essential businesses in Washington State from conducting business, within the limitations therein; and

**WHEREAS**, Governor Inslee issued Proclamation 20-25.3 on May 4, 2020, which established an initial four-phased approach to reopening Washington State; and

**WHEREAS** Governor Inslee issued Proclamation 20-25.4 on May 31, 2020, which creates a transition from “Stay Home – Stay Healthy” to “Safe Start – Stay Healthy” on a County by County basis; and

**WHEREAS**, Kittitas County is currently in Phase 2 of the phased reopening plan, and many businesses located in Ellensburg are open only with a limited capacity and/or reduced operations; and

**WHEREAS**, disruptions to workers and small businesses are serious, as small businesses are the backbone of our economy, and provide the foundation of employment, services for the community, and revenue for cities and other public agencies to continue to provide essential services for the public welfare and benefit; and

**WHEREAS**, the Ellensburg City Council recognizes that one of its essential functions is to secure the health and welfare of Ellensburg’s citizens; and

**WHEREAS**, resources are necessary to help small businesses survive and certain small businesses reasonably require public aid in order to survive; and

**WHEREAS**, on March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) which, among other things, amended Section 601(a) of the Social Security Act and established the Coronavirus Relief Fund, as added by section 5001 of the Coronavirus Aid, Relief, and

Economic Security Act (“CARES Act”) (PL 116-136), established the Coronavirus Relief Fund and appropriated \$150 billion to the Fund be used to make payments for specified uses to States and certain local governments; and

**WHEREAS**, guidance issued by the U.S. Treasury Department indicates that necessary expenditures incurred due to the COVID-19 public health emergency include costs incurred to support local businesses that suffered losses due to COVID-19 business interruptions, or incurred costs for personal protective equipment or other materials, supplies and equipment needed to safely operate following a COVID-19-related closure; and

**WHEREAS**, the Washington State allocation of Fund resources has been designated to reimburse certain additional local governments in the state for specified expenditures through contracts administered by the State Department of Commerce; and

**WHEREAS**, the City entered into an Interagency Agreement with the Washington State Department of Commerce (“Commerce”) regarding the Fund for the period March 1, 2020 through October 31, 2020, attached hereto as Exhibit 1 and incorporated herein; and

**WHEREAS**, the Interagency Agreement incorporates Special Terms and Conditions – Interagency Agreement – Federal Funds (“Special Terms and Conditions”), attached hereto as Exhibit 2 and incorporated herein; and

**WHEREAS**, on May 18, 2020, the Ellensburg City Council adopted Resolution 2020-13, which established a Small Business and Community Support Fund, utilizing monies to be reimbursed to the City from the state of Washington’s Coronavirus Relief Funds; and

**WHEREAS**, the Recipient applied for and has been selected by the City to receive a grant from the CARES Act Small Business and Community Support Fund by the City (“Grant Funds”) for allowable expenses, as set forth herein.

**NOW THEREFORE**, the Parties do hereby agree as follows:

### **AGREEMENT**

1. Incorporation of Recitals/Exhibits. The Recitals and referenced Exhibits are incorporated herein by this reference.

2. Award Amount and Eligible Expenses. The total amount of Grant Funds to be awarded to Recipient is \$ [REDACTED]. Recipient shall only use Grant Funds for Eligible Expenses incurred during the time period set forth in Section 3. A list of Eligible and Ineligible Expenses is included in Exhibit 1.

3. Time Period. All Eligible Expenses must be incurred by the Recipient between March 1, 2020 and October 31, 2020. Any expenses incurred before or after this period are not Eligible Expenses for Grant Funds. The Recipient understands that any expenses incurred in excess of Grant Funds are the Recipient's sole responsibility and will not be paid by the City.

4. Source of Grant Funds. The Parties acknowledge that funding for this Agreement comes solely as reimbursement of, or payments made to, the City from the State of Washington. The City has no independent obligation to provide the Recipient with funds from any other source.

5. Interagency Agreement. The Parties to this Agreement agree to be bound to the provisions of the Interagency Agreement Number 20-6541C-169 between the City and the Washington State Department of Commerce, included as Exhibit 2 to this Agreement, incorporated by reference herein.

6. Compliance with Federal, State and Local Laws. The Recipient shall comply with and obey all applicable federal, state and local laws, regulations, and ordinances. Recipient shall not use any Grant Funds for expenses not eligible for as set forth in Exhibit 1. Should the Recipient's spending of the Grant Funds be inconsistent with applicable laws, provisions of this Agreement, or otherwise inappropriate, the City shall have the right to the return by Recipient of any portion of the Funds that are later determined to have been spent in violation of applicable laws. In the alternative, the City may recapture such funds from payments due under this Agreement. The City shall not exercise this right until it has given written notice of noncompliance with applicable laws or this Agreement to Recipient and allowed Recipient a period of ten (10) days from the date of notice for Recipient to cure the noncompliance. The right of recapture provided in this section is in addition to and not in lieu of any right which Washington law provides for breach of contract.

a. No Use of Grant Funds for Expenses Covered by Other Programs. The Recipient shall not use Grant Funds to cover payroll or other employee-related or business-associated costs for which the Recipient has received other federal, state or regional funds, including without limitation funds made available under the Payroll Protection Program ("PPP") or unemployment insurance compensation.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction. Recipient certifies, by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

7. Maintenance of Records; Public Records. The Recipient shall maintain accurate written records, including accounting records such as invoices, sales receipts, and proof of payment, books, documents, data and other evidence that reflects all of Recipient's direct and indirect expenditures of Grant Funds. These records must be sufficient to

demonstrate that the funds have been used in accordance with Section 601(d) of the Social Security Act. The City may at any time review the documentation to determine the Recipient's conformance with the requirements of the Grant Funds program, and the Recipient shall make available to the City, upon request, all of the Recipient's records and documents with respect to all matters covered by this Agreement.

a. The City may require the Recipient to provide additional documentation if the existing documentation is deemed incomplete.

b. The Recipient shall retain all records related to this Agreement for a period of six (6) years following the receipt of Grant Funds. These records, including materials generated under the contract, shall be subject at all reasonable times to inspection and review by the City, and to an audit by the Washington State Department of Commerce, personnel duly authorized by Commerce, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

c. If any litigation, claim or audit is started before the expiration of the six (6) year period provided in Section 7(b) above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

d. All Recipient documents and records comprising this Agreement, and all other documents and records provided to the City by the Recipient, are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW. Thus, the City may be required, upon request, to disclose the Agreement and documents or records related to it unless an exemption under the Public Records Act or other laws applies.

8. Grant Contract Amendments. The Parties acknowledge that Commerce or the State of Washington may request changes to the Grant Funds or its provisions. Any changes or revisions to the Grant Fund terms and conditions that are applicable to this Agreement shall be incorporated by amendment of this Agreement, following written notice by City to the Recipient.

9. Nondiscrimination. During the performance of this Agreement, the Recipient shall comply with all federal and state nondiscrimination laws, including but not limited to, chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA). In the event of the Recipient's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled, or terminated in whole or in part.

10. Termination. If the Recipient fails to fulfill its obligations under this Agreement, the City may terminate this Agreement upon written notice to the Recipient specifying the reason for termination. The termination date shall be specified in the notice of termination.

11. Governing Law and Venue. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Washington and the venue will be in Kittitas County, Washington.

12. Assignment of Contract. The Recipient shall not assign this contract without the prior written consent of the City.

13. Entire Agreement. The Parties agree that this Agreement, including referenced exhibits, is the complete expression of the terms agreed to by the Parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the Parties

14. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

**Recipient acknowledges they have read this Agreement in its entirety and agree to all terms contained herein.**

CITY OF ELLENSURG

**RECIPIENT**

By: \_\_\_\_\_  
John Akers, City Manager

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 1**  
**ELLENSBURG SMALL BUSINESS AND COMMUNITY RELIEF FUND**

**A. Eligible Uses of Grant Funds:**

- a. Payment of rent or required monthly loan payments.
- b. Payments of regular wages, employee benefits and taxes; provided such expenses have not been and, to the best knowledge of the Recipient, will not be reimbursed under any federal, state or regional program, including any grant or loan programs.
- c. Expenditures involved in typical operating costs, including those set forth on an income statement as a regular, ongoing cost of operating the business.
- d. Typical draws or wages paid on a regular interval to the owner; provided such draws or wages are consistent with those paid to the owner in previous corresponding quarters, years or other appropriate time intervals.
- e. Expenses for compliance with COVID-19-related public health measures, including personal protective equipment and supplies, plexiglass barriers or other similar equipment and expenses reasonably necessary for the protection of public health and the health of Recipient owners and employees.

**B. Ineligible Uses of Grant Funds:**

- a. The following expenses from Recipient's application are ineligible for use of Grant Funds:

---

---

- b. Political campaign contributions or donations.
- c. Charitable contributions or gifts.
- d. Bonus payments to Recipient owners, officers or employees.
- e. Payment of wages to any member of the Recipient owner's family who is not a bona fide employee.
- f. Draws or salary to Recipient owner that exceeds the amount paid over a corresponding interval, quarter, or year in 2019.
- g. Pay down or payoff of debt by more than the monthly amount required by the underlying debt instrument.
- h. Payroll and other employee- or business-associated costs for which the Recipient has received or expects to receive reimbursement from other federal, state or regional funds (e.g. Payroll Protection Program or unemployment insurance).
- i. Damages covered by insurance.
- j. Reimbursement to donors for donated items or services.



- k. Severance pay.
- l. Legal settlements.
- m. Any expense not considered an eligible business expense by the Department of the Treasury Internal Revenue Service.

## Exhibit 2



### **Interagency Agreement with**

City of Ellensburg

through

the Coronavirus Relief Fund for Local Governments

### **For**

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

**Start date:** March 1, 2020

## TABLE OF CONTENTS

### Special Terms and Conditions

|     |                                         |   |
|-----|-----------------------------------------|---|
| 1.  | Authority.....                          | 1 |
| 2.  | Acknowledgement of Federal Funding..... | 1 |
| 3.  | Contract Management.....                | 1 |
| 4.  | Compensation.....                       | 1 |
| 5.  | Expenses.....                           | 1 |
| 6.  | Indirect Costs.....                     | 1 |
| 7.  | Billing Procedures and Payment.....     | 1 |
| 8.  | Audit.....                              | 2 |
| 9.  | Debarment.....                          | 3 |
| 10. | Laws.....                               | 3 |
| 11. | Order of Precedence.....                | 4 |

### General Terms and Conditions

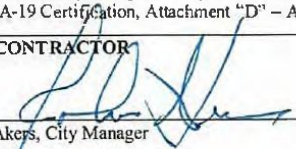
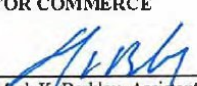
|     |                                                      |    |
|-----|------------------------------------------------------|----|
| 1.  | Definitions.....                                     | 5  |
| 2.  | All Writings Contained Herein.....                   | 5  |
| 3.  | Amendments.....                                      | 5  |
| 4.  | Assignment.....                                      | 5  |
| 5.  | Confidentiality and Safeguarding of Information..... | 5  |
| 6.  | Copyright.....                                       | 6  |
| 7.  | Disputes.....                                        | 6  |
| 8.  | Governing Law and Venue.....                         | 6  |
| 9.  | Indemnification.....                                 | 7  |
| 10. | Licensing, Accreditation and Registration.....       | 7  |
| 11. | Recapture.....                                       | 7  |
| 12. | Records Maintenance.....                             | 7  |
| 13. | Savings.....                                         | 7  |
| 14. | Severability.....                                    | 7  |
| 15. | Subcontracting.....                                  | 7  |
| 16. | Survival.....                                        | 8  |
| 17. | Termination for Cause.....                           | 8  |
| 18. | Termination for Convenience.....                     | 8  |
| 19. | Termination Procedures.....                          | 8  |
| 20. | Treatment of Assets.....                             | 9  |
| 21. | Waiver.....                                          | 10 |

|                                         |    |
|-----------------------------------------|----|
| Attachment A, Scope of Work.....        | 11 |
| Attachment B, Budget & Invoicing.....   | 13 |
| Attachment C, A-19 Certification.....   | 14 |
| Attachment D, A-19 Activity Report..... | 16 |

# FACE SHEET

Contract Number: 20-6541C-1

## Washington State Department of Commerce Local Government Division Community Capital Facilities Unit Coronavirus Relief Fund for Local Governments

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                           |                                                                                                                                                                                                                                                                                              |                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <b>1. Contractor</b><br>City of Ellensburg<br>501 N Anderson Street<br>ELLENSBURG, Washington 98926-3147                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                           | <b>2. Contractor Doing Business As (optional)</b>                                                                                                                                                                                                                                            |                                        |
| <b>3. Contractor Representative</b><br>Jerica Pascoe<br>Finance Director<br>(509) 962-7206<br>pascoe@ci.ellensburg.wa.us                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                           | <b>4. COMMERCE Representative</b><br>Kari Sample<br>Project Manager<br>(360) 764-3090<br>Fax 360-586-5880<br>Kari.sample@commerce.wa.gov<br>P.O. Box 42525<br>1011 Plum Street SE<br>Olympia, WA 98504-2525                                                                                  |                                        |
| <b>5. Contract Amount</b><br>\$598,800.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>6. Funding Source</b><br>Federal: X State: Other: N/A: | <b>7. Start Date</b><br>March 1, 2020                                                                                                                                                                                                                                                        | <b>8. End Date</b><br>October 31, 2020 |
| <b>9. Federal Funds (as applicable)</b><br>\$598,800.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                           | <b>Federal Agency:</b><br>US Dept. of the Treasury                                                                                                                                                                                                                                           | <b>CFDA Number:</b><br>21.999          |
| <b>Indirect Rate (if applicable):</b><br>10.00%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                           |                                                                                                                                                                                                                                                                                              |                                        |
| <b>10. Tax ID #</b><br>XXXXXXXXXXXX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>11. SWV #</b><br>SWV0008367-00                         | <b>12. UBI #</b><br>000000000                                                                                                                                                                                                                                                                | <b>13. DUNS #</b><br>060041985         |
| <b>14. Contract Purpose</b><br>To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.                                                                                                                                                                                                                                                                                                                                         |                                                           |                                                                                                                                                                                                                                                                                              |                                        |
| <b>15. Signing Statement</b><br>COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report |                                                           |                                                                                                                                                                                                                                                                                              |                                        |
| <b>FOR CONTRACTOR</b><br><br>John Akers, City Manager<br>5-27-2020<br>Date                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                           | <b>FOR COMMERCE</b><br><br>Mark K. Barkley, Assistant Director, Local Government Division<br>6/2/2020<br>Date<br>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020.<br>APPROVAL ON FILE. |                                        |

iii

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

**2. ACKNOWLEDGMENT OF FEDERAL FUNDS**

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

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

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

**3. CONTRACT MANAGEMENT**

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

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

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

**4. COMPENSATION**

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

**5. EXPENSES**

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**6. INDIRECT COSTS**

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

**7. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

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

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-ReliefFund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

**8. AUDIT**

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

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



**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

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

The Contractor shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

**9. DEBARMENT**

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

**LOWER TIER COVERED TRANSACTIONS**

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

**10. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**United States Laws, Regulations and Circulars (Federal)**

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C,D,E and G, and 28 C.F.R. Part 35 and 39.

**11. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report



**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**1. DEFINITIONS**

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

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

**2. ALL WRITINGS CONTAINED HEREIN**

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

**3. AMENDMENTS**

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

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

**6. COPYRIGHT**

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

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

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

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

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

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

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

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

**11. RECAPTURE**

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

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

**12. RECORDS MAINTENANCE**

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

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

**13. SAVINGS**

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

**14. SEVERABILITY**

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

**15. SUBCONTRACTING**

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

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they



**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

**16. SURVIVAL**

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

**17. TERMINATION FOR CAUSE**

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

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

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

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

**18. TERMINATION FOR CONVENIENCE**

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

**19. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

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

**20. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

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

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**21. WAIVER**

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

**SUBCONTRACT BETWEEN THE CITY OF ELLENSBURG AND  
HOPE SOURCE FOR EMERGENCY RENTAL ASSISTANCE SERVICES  
UTILIZING CARES ACT FUNDS**

**THIS SUBCONTRACT** is made this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the City of Ellensburg, a Washington municipal corporation (“the City” or “Subcontractor”) and HopeSource, a Washington non-profit corporation and community action agency (“Subcontractor”), collectively referred to as the “Parties.”

**WHEREAS**, on March 9, 2020, the Ellensburg City Council declared a public health emergency in Ellensburg arising from the COVID-19 outbreak; and

**WHEREAS**, Governor Inslee issued Proclamation 20-25, “Stay Home, Stay Healthy, on March 23, 2020, which prohibited all people in Washington State from leaving their homes or participating in social, spiritual and recreational gatherings of any kind regardless of the number of participants, and all non-essential businesses in Washington State from conducting business, within the limitations therein; and

**WHEREAS**, Governor Inslee issued Proclamation 20-25.3 on May 4, 2020, which established an initial four-phase approach to reopening Washington State; and

**WHEREAS** Governor Inslee issued Proclamation 20-25.4 on May 31, 2020, which creates a transition from “Stay Home – Stay Healthy” to “Safe Start – Stay Healthy” on a County by County basis; and

**WHEREAS**, the City has determined there is a need to assist low income persons with emergency rental and lease assistance payments as a result of the economic distress caused by the COVID-19 pandemic; and

**WHEREAS**, the City desires to have the Subcontractor perform screening, application and payment coordination activities for the rental assistance program, as set forth in this Subcontract; and

**WHEREAS**, Section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) (PL 116-136), established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion under Title V of the CARES Act to the Fund be used to make payments for specified uses to States and certain local governments; and

**WHEREAS**, the Washington State allocation of Fund resources has been designated to reimburse certain additional local governments in the state for specified expenditures through contracts administered by the State Department of Commerce; and

**WHEREAS**, the City entered into an Interagency Agreement with the Washington State Department of Commerce (“Commerce”) regarding the Fund for the period March 1, 2020 through October 31, 2020, attached hereto as Exhibit 1 and incorporated herein,

and which includes Special Terms and Conditions – Interagency Agreement – Federal Funds (“Special Terms and Conditions”): and

**WHEREAS**, the City had determined that \$75,000 of its CARES Act Fund allocation from Commerce should be dedicated to rental assistance by allowing HopeSource to distribute emergency rental assistance funds provided by the City to qualified recipients per the Scope of Work below (“the program”).

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

**1. Scope of Services to be Performed by Subcontractor.** The Subcontractor shall perform those services described in the Scope of Work, Exhibit 2, attached hereto and incorporated by this reference as if fully set forth herein. In performing such services, the Subcontractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.

**2. Program Budget.** The program budget shall be as follows:

|                         |          |         |                                                  |
|-------------------------|----------|---------|--------------------------------------------------|
| CARES Act Funds         | \$75,000 |         |                                                  |
| Admin Fee to HopeSource | \$ 3,750 | 5%      |                                                  |
| Funds for Distribution  | \$71,250 | \$625   | Max Monthly Assistance per Applicant             |
|                         |          | 3       | Max No. of Payments for Assistance per Applicant |
|                         | 38       | \$1,875 | Total Assistance Payments                        |

**3. Duration of Agreement.** This Agreement shall be in full force and effect through October 31, 2020, commencing from the effective date of the Agreement, unless sooner terminated under the provisions hereinafter specified.

**4. Independent Contractor.** The Subcontractor and the City agree that the Subcontractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Contractor nor any employee of the Subcontractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Subcontractor or any employee of the Subcontractor.

**5. Indemnification.** The parties agree to each mutually indemnify, defend, and hold harmless the other party, its officers, employees and agents, from and against any and all liability and damages arising from the other party’s actions through its officers,



employees or agents, including injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Subcontractor or the City, as the case may be, and its officers, employees or agents. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the Subcontractor shall, in addition to indemnifying and holding the City harmless from any liability and damages, indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorneys' and expert witness fees, if such action was caused, directly or indirectly, by the Subcontractor's acts or omissions. It is further specifically and expressly understood that the indemnification provided herein constitutes the Subcontractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this contract.

## **6. Insurance.**

A. The Subcontractor shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. Said policy shall name the City of Ellensburg as an additional named insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement.

B. Certificates of coverage as required by Paragraph A above shall be delivered to the City within fifteen (15) days of execution of this Agreement.

## **7. Record Keeping and Reporting.**

A. The Subcontractor shall maintain accounts and records, including personnel property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Subcontractor shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement and compliance with this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**8. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Subcontractor's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Subcontractor.

9. **Termination.** This Agreement may at any time be terminated by either party upon giving to the other party thirty (30) days' written notice of their intention to terminate the same. If the Subcontractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

10. **Discrimination Prohibited.** The Subcontractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Subcontractor under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, sexual orientation, marital status, or presence of any sensory, mental, or physical handicap.

11. **Assignment and Subcontract.** The Subcontractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

12. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

13. **Notices.** Notices to the City of Ellensburg shall be sent to the following address:

City Manager  
City of Ellensburg  
501 N. Anderson St.  
Ellensburg, WA 98926  
Phone: (509) 962-7221

Notices to the Subcontractor shall be sent to the following address:

Susan Grindle, CEO  
HopeSource  
700 E. Mountain View, Suite 501  
Ellensburg, WA 98926  
Phone: (509) 925-1448

14. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Kittitas County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit.

**City of Ellensburg**

\_\_\_\_\_  
John Akers, City Manager

Date: \_\_\_\_\_

**HopeSource**

  
\_\_\_\_\_  
Susan Grindle, CEO

Date: 6/15/20

## **Exhibit 1**



### **Interagency Agreement with**

City of Ellensburg

through

the Coronavirus Relief Fund for Local Governments

### **For**

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

**Start date:** March 1, 2020

## TABLE OF CONTENTS

### Special Terms and Conditions

|     |                                         |   |
|-----|-----------------------------------------|---|
| 1.  | Authority.....                          | 1 |
| 2.  | Acknowledgement of Federal Funding..... | 1 |
| 3.  | Contract Management .....               | 1 |
| 4.  | Compensation .....                      | 1 |
| 5.  | Expenses.....                           | 1 |
| 6.  | Indirect Costs.....                     | 1 |
| 7.  | Billing Procedures and Payment.....     | 1 |
| 8.  | Audit.....                              | 2 |
| 9.  | Debarment.....                          | 3 |
| 10. | Laws.....                               | 3 |
| 11. | Order of Precedence .....               | 4 |

### General Terms and Conditions

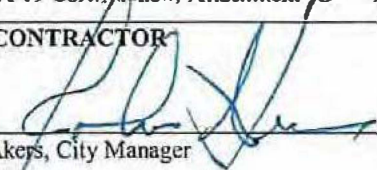
|     |                                                      |    |
|-----|------------------------------------------------------|----|
| 1.  | Definitions .....                                    | 5  |
| 2.  | All Writings Contained Herein.....                   | 5  |
| 3.  | Amendments.....                                      | 5  |
| 4.  | Assignment .....                                     | 5  |
| 5.  | Confidentiality and Safeguarding of Information..... | 5  |
| 6.  | Copyright.....                                       | 6  |
| 7.  | Disputes.....                                        | 6  |
| 8.  | Governing Law and Venue .....                        | 6  |
| 9.  | Indemnification .....                                | 7  |
| 10. | Licensing, Accreditation and Registration .....      | 7  |
| 11. | Recapture .....                                      | 7  |
| 12. | Records Maintenance .....                            | 7  |
| 13. | Savings .....                                        | 7  |
| 14. | Severability .....                                   | 7  |
| 15. | Subcontracting.....                                  | 7  |
| 16. | Survival .....                                       | 8  |
| 17. | Termination for Cause .....                          | 8  |
| 18. | Termination for Convenience.....                     | 8  |
| 19. | Termination Procedures .....                         | 8  |
| 20. | Treatment of Assets.....                             | 9  |
| 21. | Waiver.....                                          | 10 |

|                                          |    |
|------------------------------------------|----|
| Attachment A, Scope of Work .....        | 11 |
| Attachment B, Budget & Invoicing .....   | 13 |
| Attachment C, A-19 Certification .....   | 14 |
| Attachment D, A-19 Activity Report ..... | 16 |

# FACE SHEET

Contract Number: 20-6541C-1

Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit  
Coronavirus Relief Fund for Local Governments

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                      |                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <b>1. Contractor</b><br>City of Ellensburg<br>501 N Anderson Street<br>ELLENSBURG, Washington 98926-3147                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                        | <b>2. Contractor Doing Business As (optional)</b>                                                                                                                                                                                                                                                    |                                                 |
| <b>3. Contractor Representative</b><br>Jerica Pascoe<br>Finance Director<br>(509) 9627206<br>pascoe@ci.ellensburg.wa.us                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                        | <b>4. COMMERCE Representative</b><br>Kari Sample<br>Project Manager<br>(360) 764-3090<br>Fax 360-586-5880<br>Kari.sample@commerce.wa.gov<br>P.O. Box 42525<br>1011 Plum Street SE<br>Olympia, WA 98504-2525                                                                                          |                                                 |
| <b>5. Contract Amount</b><br>\$598,800.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>6. Funding Source</b><br>Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | <b>7. Start Date</b><br>March 1, 2020                                                                                                                                                                                                                                                                | <b>8. End Date</b><br>October 31, 2020          |
| <b>9. Federal Funds (as applicable)</b><br>\$598,800.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Federal Agency:</b><br>US Dept. of the Treasury                                                                                                                     | <b>CFDA Number:</b><br>21.999                                                                                                                                                                                                                                                                        | <b>Indirect Rate (if applicable):</b><br>10.00% |
| <b>10. Tax ID #</b><br>XXXXXXXXXX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>11. SWV #</b><br>SWV0008367-00                                                                                                                                      | <b>12. UBI #</b><br>000000000                                                                                                                                                                                                                                                                        | <b>13. DUNS #</b><br>060041985                  |
| <b>14. Contract Purpose</b><br>To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                      |                                                 |
| <b>15. Signing Statement</b><br>COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report |                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                      |                                                 |
| <b>FOR CONTRACTOR</b><br><br>John Akers, City Manager<br><br>5-27-2020<br>Date                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                        | <b>FOR COMMERCE</b><br><br>Mark K. Barkley, Assistant Director, Local Government Division<br><br>6/2/2020<br>Date<br><br>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020.<br>APPROVAL ON FILE. |                                                 |

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

**2. ACKNOWLEDGMENT OF FEDERAL FUNDS**

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

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

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

**3. CONTRACT MANAGEMENT**

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

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

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

**4. COMPENSATION**

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

**5. EXPENSES**

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**6. INDIRECT COSTS**

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

**7. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.



**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

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

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

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

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

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

**Duplication of Billed Costs**

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

**Disallowed Costs**

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

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

**8. AUDIT**

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

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



**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

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

The Contractor shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

**9. DEBARMENT**

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

**LOWER TIER COVERED TRANSACTIONS**

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

**10. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**United States Laws, Regulations and Circulars (Federal)**

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award. 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C,D,E, and G, and 28 C.F.R. Part 35 and 39.

**11. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**1. DEFINITIONS**

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

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

**2. ALL WRITINGS CONTAINED HEREIN**

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

**3. AMENDMENTS**

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

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as maybe required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

**6. COPYRIGHT**

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

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

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

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

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

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

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

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

**11. RECAPTURE**

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

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

**12. RECORDS MAINTENANCE**

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

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

**13. SAVINGS**

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

**14. SEVERABILITY**

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

**15. SUBCONTRACTING**

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

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they



**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

**16. SURVIVAL**

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

**17. TERMINATION FOR CAUSE**

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

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

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

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

**18. TERMINATION FOR CONVENIENCE**

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

**19. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

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

**20. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

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

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**21. WAIVER**

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



### Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND
2. Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

**Allowable expenditures include, but are not limited to:**

1. Medical expenses such as:
  - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - c. Costs of providing COVID-19 testing, including serological testing.
  - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
  - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - e. Expenses for public safety measures undertaken in response to COVID-19.
  - f. Expenses for quarantining individuals.
- 3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
  - 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
    - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
    - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
    - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
    - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
    - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
    - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
  - 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
    - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
    - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
    - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
  - 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

### Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.

## **Exhibit 2**

### **Scope of Work**

HopeSource will provide services necessary to implement the Subcontract for Emergency Rental Assistance Services Utilizing Act Funds, including, but not limited to the following:

A. Identifying eligible low income persons (defined as any person residing within the corporate limits of the City of Ellensburg whose combined gross household income, including that of his or her spouse or co-tenant(s), is at or below sixty (60) percent of the City's median income level, and who is responsible for his or her household's rent or lease payments.

B. Ensure that applications for rental assistance are processed as follows:

(1) Applications for rental assistance will be accepted on a first-come, first served basis, which may be made for no more than for three (3) rental monthly rental periods per applicant or residential address, with an October 31, 2020 deadline for any final payment to be made under the Subcontract.

(2) Proof of eligibility of the applicant's combined gross household income, including pay stubs for the three (3) months preceding the application or any other proof of income or extenuating circumstances that may be requested by the City or the Subcontractor; and

(3) Ensure that applicants are not also recipients of any rental assistance program provided or administered by HopeSource;

(4) Proof that the applicant is the renter or lessee of a residential dwelling unit located within the corporate limits of the City of Ellensburg, which is his or her primary place of residence; and

(5) Any other information reasonably requested by the City to ensure compliance with the provisions of the CARES Act or the City's Contract with Commerce for reimbursement from CARES Act funds.

C. Upon verifying that the applicant qualifies for rental assistance, processing and documenting payment to the low-income applicant's landlord of the rent for the period of the payment. Notwithstanding the foregoing, rental assistance shall not be available for the following:

(1) Any person who resides in federally subsidized housing; or

(2) More than one person per household, three months per calendar year; or

(3) To any person who attempts to or has in the past misrepresented his or her income, residency, or any other issue of fact or law on an application for assistance or during the application process; or

(4) In the event that the City of Ellensburg does not have adequate funding to provide such assistance.

D. Provide to the City Finance Director, on a regular monthly basis and/or as requested by the Finance Director or City Manager: receipts and/or invoices for payments made pursuant to this Agreement; documentation to verify that the low-income persons for which payment was made qualified for payment under the above criteria; and any

other documents the City may reasonably request to account for the services provided under this Agreement.



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** July 6, 2020

**Item Title/Agenda Subject:** Bureau of Reclamation – Schaaque Property Habitat Improvement Project; and  
Wastewater Treatment Facility (WWTF)/Bureau of Reclamation Land Exchange

**Submitted by:** Ryan Lyyski Public Works & Utilities

**Recommended Action or Motion:** Staff and the Utility Advisory Committee recommend Council authorize the Public Works and Utilities Director to sign: 1) Amendment #1 to Memorandum Of Understanding (MOU) with the Bureau of Reclamation regarding the Schaaque Habitat Improvement Project Land Exchange and Relocation; 2) Land Exchange Agreement with the Reclamation; and 3) Confirmation Deed.

**Background/Summary:** The Bureau of Reclamation (Reclamation) purchased the Schaaque property because of the high potential for habitat improvement for steelhead and salmonid habitat, and to place additional riparian land into public ownership with increased public benefit. Reclamation is cooperating with the City to implement the Schaaque Habitat Improvement Project (Project) a portion of which effects City owned property at the City's WWTF. Council previously approved an MOU with Twin City Foods (TCF) and Reclamation.

The purpose of the Yakima River Basin Water Enhancement Project (YRBWEP) is to protect, mitigate, and enhance fish and wildlife through improved water management; improved instream flows; improved water quality; protection, creation and enhancement of wetlands; and by other appropriate means of habitat improvement. The approximately 285-acre Schaaque property was purchased in 2003 under the authority of YRBWEP.

The Schaaque property is located along the Yakima River, southeast of Ellensburg, WA and is named for the former owner of the property. The Schaaque Reach of the Yakima River

lies south of Umptanum Road. Reclamation purchased the property because of the high potential for habitat improvement for steelhead and salmonid habitat, and to place additional riparian land into public ownership with increased public benefit. The property historically supported a slaughterhouse and stockyards that have now been removed. At the time of acquisition approximately 80 acres of the property was leased to Twin City Foods for the application of their food processing wastewater onto grass hay.

Reclamation is working with a diverse group of stakeholders including the City of Ellensburg, Kittitas County, Washington Department of Fish and Wildlife, Twin City Foods, local irrigators, National Marine Fisheries, NOAA Fisheries, US Fish and Wildlife Service, Army Corps of Engineers, local landowners, Washington State Department of Ecology and other entities to implement the Schaake Habitat Improvement Project (Project).

Since purchasing the Schaake property, Reclamation has completed extensive evaluation and modeling, and has published numerous studies on the site and the Project. In 2019 the final project design and Phase 1 construction were completed. Phase 2 construction begins in July 2020 with Project completion anticipated in 2021. Remaining work includes constructing side-channels that will cross City-owned property and trigger the need for Reclamation to construct a concrete culvert across one side channel facilitating access for the City's WWTF Outfall.

Reclamation is also working with the City and other stakeholders to enhance and develop a Yakima River Trail once the project is complete. A portion of this trail system is planned to go through Reclamation's Schaake property. Reclamation, TCF and the City entered into an MOU for the exchange of properties affected by the Project in 2018.

**Previous Council Action:**

Council and the Utility Advisory Committee have been briefed on the Project over the years. Recently Council authorized the existing MOU at its July 2, 2018 meeting. Council also was provided a presentation on the project as well as authorizing a "Right of Entry" agreement at its July 1, 2019 meeting.

**Analysis:**

A portion of the project impacts City-owned property at the

WWTF. The City's primary concern has always been that the discharge pipe from the WWTF into the Yakima River remains protected as a result of this project. Also, Twin City Foods operates the irrigation spray system on the City-owned fields adjacent to the WWTF. Staff has always sought to minimize potential impacts to Twin City Foods' operations which could occur if any of the spray field operations were lost or impacted as a result of the project; those impacts would need to be mitigated should that occur.

To that end, Reclamation proposed a land exchange that will provide additional lands north of the City's WWTF where TCF spray operations could take place. To facilitate the land exchange and provide a pathway to complete construction of the Project, Reclamation has worked with the City and TCF to develop the documents proposed for signature (MOU amendment #1, Exchange Agreement and Confirmation Deed). The proposed MOU amendment is non-binding, but provides a framework for the City, TCF and the Bureau to work cooperatively over the next few years to transact a land exchange, as well as resolve any outstanding details associated with the Project and exchange. Reclamation is also proposing a Confirmation Deed which will allow Reclamation to begin work on City owned property immediately upon signing, while Land Exchange is being processed.

The City has worked collaboratively with Reclamation and TCF to seek success for all parties' interests. This approach has led to the MOU which was entered into in 2018 and now the proposed Amendment #1 to the MOU which identifies established goals/milestones throughout the land exchange process to protect all parties. Before Council for consideration are all agreements necessary to allow for the land exchange to begin, while protecting the City's interests, TCF's interests throughout the transition, as well as Reclamation's primary goals.

The Utility Advisory Committee has been engaged throughout the process and also forwarded a favorable recommendation to the City Council authorizing amendment #1 to the MOU at their June 18, 2020 meeting.



Staff and the Utility Advisory Committee recommend Council authorize the Public Works and Utilities Director to sign 1) Amendment #1 to MOU; 2) Land Exchange Agreement; and 3) Confirmation Deed.

**Financial Impact:**

No measurable impact. The exchange is for similar parcel sizes.

**Attachments:**

- 1-MOU
- 2-MOU Amendment #1
- 3-MOU Amendment #1 Exhibit A
- 4-MOU Amendment #1 Exhibit B
- 5- MOU Amendment #1 Exhibit C
- 6-MOU Amendment #1 Exhibit D
- 7-MOU Amendment #1 Exhibit E - F
- 8-MOU Amendment #1 Exhibit G
- 9-Land Exchange Agreement
- 10-Land Exchange Map
- 11-Confirmation Deed
- 12-Confirmation Deed Exhibit A Map

COPY

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Twin City Foods, Inc.**  
**and**  
**City of Ellensburg**  
**and**  
**Bureau of Reclamation**  
**Pacific Northwest Region, Columbia-Cascades Area Office**

This Memorandum of Understanding (MOU) is entered into by the United States of America (United States) by and through Department of the Interior, Bureau of Reclamation, Pacific Northwest Region, Columbia-Cascades Area Office (Reclamation), Twin City Foods, Inc. (TCF) and the City of Ellensburg (City), to define their respective roles related to the Schaake Habitat Improvement Project (Project).

**1. Background**

The intent of the Yakima River Basin Water Enhancement Project (YRBWEP) is to evaluate and implement cost-effective structural and nonstructural measures that have a strong Federal interest to increase the reliability of the irrigation water supply and enhance stream flows and fish passage for anadromous fish in the Yakima River Basin. Facility modifications, implementation of diversion reduction measures, the purchase or lease of land, water, or water rights from willing sellers for habitat improvements, habitat restoration, and changes in operations, management, and administration may be implemented to reduce the demand on the available water supply.

**Legislative History**

- a. P.L. 96-162 Feasibility Study, December 28, 1979;
- b. P.L. 98-381 Section 109 of Hoover Power Plant Act of 1984, August 17, 1984; and
- c. P.L. 103-434 Title XII Yakima River Basin Water Enhancement Project, October 31, 1994, as amended by P.L. 105-62, October 13, 1997, and P.L. 106-372, October 27, 2000

The United States, through Reclamation, has acquired water rights and purchased nine properties (with water rights) totaling 1,820 acres, under its YRBWEP authority and is working with the Yakama Nation, other Federal agencies, non-profit organizations and State and local governments on enhanced stream flows and improved habitat for fish and wildlife through revegetation projects, levee setbacks, and side channel habitat restoration.

Reclamation is actively managing and implementing restoration projects on these properties. The largest of these projects is the Schaake Habitat Improvement Project (Project) located on a 285 acre parcel of land purchased in 2003 for this purpose. The property lies southwest of the City and was formerly a cattle feedlot and packing house. The infrastructure associated with this business was removed following Reclamation's purchase of the property, with the exception of a pump house that still remains. A floodplain restoration project is planned for this site, which includes construction of

side channels and removal of the existing levee. A new levee will be constructed in an alignment away from the river.

The Project involves multiple stakeholders including the City and TCF, a quick frozen vegetable processing company doing business in Ellensburg, WA. TCF is one of the largest employers in Kittitas County and leases several agricultural fields from the City that lie within and adjacent to the Project. Also within the Project area is the City's wastewater treatment plant (WWTP) and their treatment outfall.

The Project is anticipated to allow the Yakima River to access additional floodplain, some of which is owned by the City and leased to TCF, for the purpose of ecological restoration. There will be changes to the extent and timing of flooding associated with the Project in certain fields utilized by TCF. Due to these changes it may be beneficial to all parties to implement a land exchange between the United States and the City. This would allow TCF to move operations from fields south of the existing levee to fields protected by the proposed levee and would transfer floodplain to the United States for project purposes.

TCF has historically treated their processing effluent through land application. Historically they utilized approximately 230 acres for this purpose, including 80 acres on the Schaake property. They leased the remaining 150 acres from Kittitas County and the City. After the United States purchased the Schaake property, the 80 acre lease was terminated. The 80 acre reduction of treatment area caused TCF to curtail processing some types of vegetables at their Ellensburg facility to prevent exceeding their wastewater discharge limits. This exchange may, in part, increase the number of acres available to TCF for wastewater application.

The parties have expressed a willingness to undertake such a land exchange and have identified approximately equal acreage areas of City of Ellensburg and United States property for this purpose (see Exhibit A). The United States property includes a 100' buffer along Wilson Creek and an easement for Kittitas PUD powerlines along the east side of the new levee. Following the exchange, approximately 90.75 acres of this property would be available to TCF for agricultural use.

Approximately 53 acres of the City property are currently leased to TCF. Of this, fields B & C (approximately 33 acres, see Exhibit A) would continue to be available for TCF to utilize after the exchange. The remainder of the property is floodplain habitat. Reclamation would convert fields A & E (Exhibit A) to habitat after the exchange.

Reclamation recognizes its responsibility under the Uniform Relocation Act to assist TCF with moving its personal property as necessitated by the exchange.

Completing the proposed land exchange would allow TCF to move some operations from areas that are currently unprotected by a levee to a larger, lower flood risk area that will be protected by the new levee. The additional acreage would give TCF more operational flexibility and in addition the City would have the ability to expand the WWTP in the future should the need arise.

With the exchange Reclamation will be able to complete an important restoration project for the Yakima Basin that will increase floodplain resiliency and function, decrease flood severity, and improve aquatic, riparian and upland habitat while supporting TCF and the City to assist in the recovery of ESA-listed steelhead.

## 2. Purpose

The purpose of this MOU between the United States, the City and TCF is to accomplish the following:

- a. Confirm and document commitment from all parties to complete a mutually beneficial land exchange between the United States and the City and to support completion of the Project;
- b. Define key actions needed to complete the exchange; and
- c. Provide a framework for completing the exchange.

## 3. Implementing Actions

The United States intends to take the following actions:

- a. Coordinate and facilitate discussions with the City and TCF regarding the exchange;
- b. Provide real property as shown on Exhibit A for the exchange;
- c. Design Reclamation's Project to avoid negative impacts the City's wastewater treatment plant;
- d. Design and construct a City approved access to the wastewater treatment plant outfall as a part of the Project;
- e. Coordinate or facilitate engineering support for the relocation of TCF's irrigation system; and
- f. Provide financial assistance as appropriate for the relocation of existing irrigation system from acquired lands to the replacement location.

The City intends to take the following actions:

- a. Provide real property (as shown on Exhibit A) for the land exchange:
  - i. Reserving the right to utilize fields B & C for agricultural activities and accepting the risks associated with flooding on these fields; and
  - ii. Retaining an easement for access, operations and maintenance, construction and reconstruction of their waste water treatment plant outfall pipe and outfall.
- b. Upon completion of the exchange, lease fields B & C to TCF for land application.

TCF intends to take the following actions:

- a. Provide drawings, specifications and cost estimates to move and construct an irrigation system, similar to the existing facilities, on City owned lands.

All parties agree to the following actions:

- a. Engage in a good faith effort to complete the exchange by November 1, 2019 ;
- b. Work together to develop a timeline for implementing actions within 30 days of execution of this MOU;
- c. Provide the information, staff and resources needed to complete the exchange in a timely manner as the need arises; and
- d. Participate in meetings and discussions as necessary to complete the exchange.

## 4. Term of MOU

This MOU shall become effective on the date of last signature hereto and shall remain in effect until December 31<sup>st</sup>, 2021. Upon written notice to the other parties, any party to this MOU may terminate its participation in this MOU.



## 5. Modifications

Any party may formally request modification of this MOU. Modifications shall be made by mutual consent of all parties by the issuance of a written modification to this MOU, signed and dated by the other parties.

## 6. Principal Contacts

The principal contacts for this MOU are:

Reclamation  
Jeanne Demorest  
1917 Marsh Ave.  
Yakima, WA 98901  
(509)575-5848  
[jdemorest@usbr.gov](mailto:jdemorest@usbr.gov)

City of Ellensburg  
Ryan Lyyski  
501 North Anderson St.  
Ellensburg, WA 98926  
(509)962-7238  
[lyyskir@ci.ellensburg.wa.us](mailto:lyyskir@ci.ellensburg.wa.us)

Twin City Foods  
Grant Craig  
501 West 4<sup>th</sup> Ave.  
Ellensburg, WA 98926  
(509) 607-1492  
[grantc@twincityfoods.com](mailto:grantc@twincityfoods.com)

## 7. General Provisions

**a. This MOU is neither a fiscal nor a funds obligating document** Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the Parties will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the parties of any contract or other agreement.

**b. No Binding Rights or Obligations** Nothing in this MOU is intended to create any right or benefit, substantive or procedural, enforceable at law by a party against the United States, its agencies its officers, or any other person. Nothing in this MOU shall be deemed to increase the liability of the United States beyond that currently provided in the Federal Tort Claims Act (28 U.S.C. 2671 et seq.).

**c. No Sharing of Benefits** No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of the MOU or to any benefit that may arise out of it.

**d. Freedom of Information Act** Any information furnished to Reclamation under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).

**e. Participation in Similar Activities** This MOU in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.

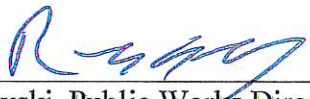
**f. Endorsement** Any of the Parties' contributions made under this MOU do not by direct reference or implication convey endorsement of Parties' projects or activities.

## 8. Signatures

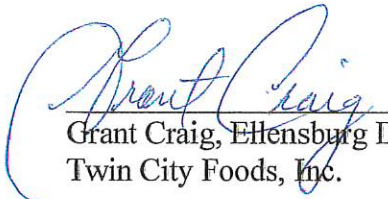
IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last date written below.

 Acting for  
Dawn A. Wiedmeier,  
Columbia-Cascades Area Manager  
Bureau of Reclamation

6/15/18  
Date

  
Ryan Lyyski, Public Works Director  
City of Ellensburg

7/3/18  
Date

 for TCF  
Grant Craig, Ellensburg Division Manager  
Twin City Foods, Inc.

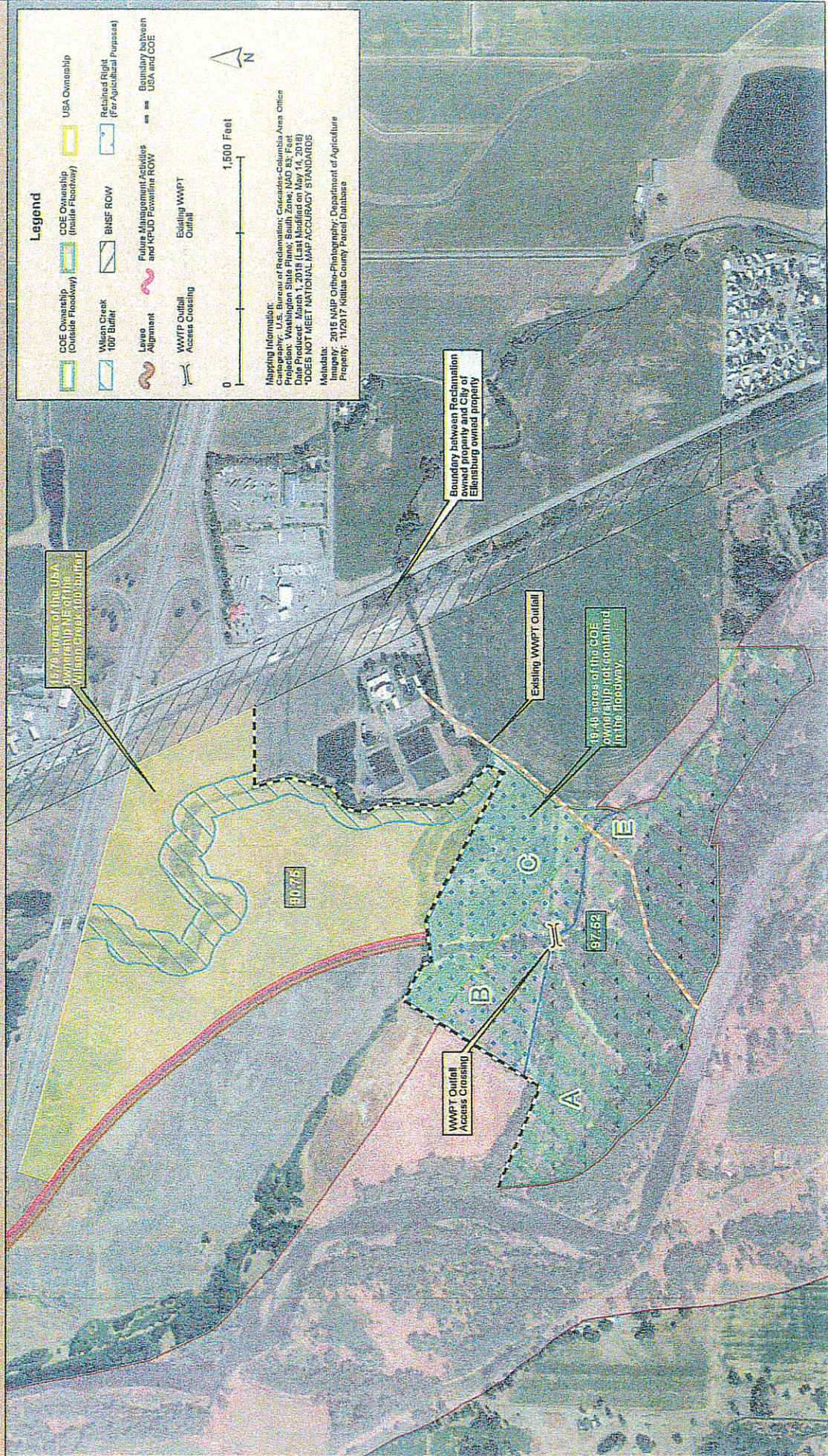
6/20/2018  
Date

~~ End of Document ~~



# Exhibit A: Proposed Exchange

RECLAMATION  
Managing Water in the West





**AMENDMENT 001**

**To  
MEMORANDUM OF UNDERSTANDING  
Between**

**Twin City Foods, Inc.  
And**

**City of Ellensburg  
And**

**Bureau of Reclamation  
Columbia-Pacific Northwest Region  
Columbia-Cascades Area Office**

**For  
Schaake Habitat Improvement Project Land Exchange and Relocation**

The following amendment to Memorandum of Understanding (MOU) R18MU13708 is entered into by the United States of America (United States) by and through Department of the Interior, Bureau of Reclamation, Columbia-Pacific Northwest Region, Columbia-Cascades Area Office (Reclamation), Twin City Foods, Inc. (TCF) and the City of Ellensburg (City), to define their respective roles related to the Schaake Habitat Improvement Project Land Exchange and Relocation.

The following amendments to MOU R18MU13708 are agreed to by the City, TCF and Reclamation to complete the land exchange:

It is hereby understood that TCF maintains and continues all operations on existing fields within parcels 258733, 228733 and 028733 as shown on the attached Schaake Land Exchange Map (Exhibit A), until the following have been completed:

- 1) Schaake Land Exchange Agreement (Exhibit B) and the Confirmation Deed (Exhibit C) are fully executed by the City and Reclamation. (Anticipate completion by July 6, 2020)
- 2) Relocation eligibility under the Uniform Act is established upon the full execution of the land exchange agreement by the City and Reclamation. (Anticipate completion by July 20, 2020)
- 3) Reclamation and contracted Relocation Specialist administer all Relocation Assistance necessary to support the move as mandated by the Uniform Relocation Act, 49 CFR part 24. See attached Exhibit D - Relocation Entitlement Letter. (*Note: additional relocation*



*assistance, by regulatory definition, will continue to be administered subsequent to the move.)*

- 4) Relocation activities are completed including:
  - a. TCF submits permit application to Washington State Department of Ecology (Ecology) within 3 months of the date of this amendment.
  - b. TCF installs necessary monitoring wells per guidance from Ecology and begins monitoring these wells within 3-6 months of the date of this amendment.
- 5) Reclamation issues Right of Entry for TCF to continue to use all fields included in the exchange until new fields are adequately established for use under the Ecology permit. (To be issued at closing of land exchange, 2020)
- 6) Field preparation is completed by TCF (2020/2021)
- 7) TCF begins operations on new fields (Anticipated Spring, 2022 provided crop is fully established)

Supporting documentation:

- Exhibit A: Schaake Land Exchange Map
- Exhibit B: Schaake Land Exchange Agreement
- Exhibit C: Confirmation Deed
- Exhibit D: Relocation Entitlement Letter
- Exhibit E: Irrigation Equipment Relocation Estimate
- Exhibit F: Irrigation Equipment Relocation Map
- Exhibit G: Irrigation Equipment Request for Proposals

Except as specifically set forth herein, all other provisions of MOU R18MU13708 shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this modification as of the last date written below.

**TALMADGE  
OXFORD**

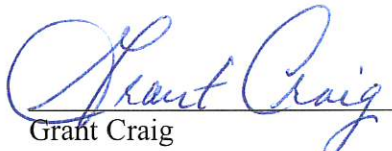
Digitally signed by  
TALMADGE OXFORD  
Date: 2020.06.23 05:53:37  
-07'00'

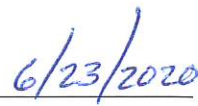
\_\_\_\_\_  
Talmadge Oxford  
Columbia-Cascades Area Manager  
Bureau of Reclamation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ryan Lyyski  
Public Works Director  
City of Ellensburg

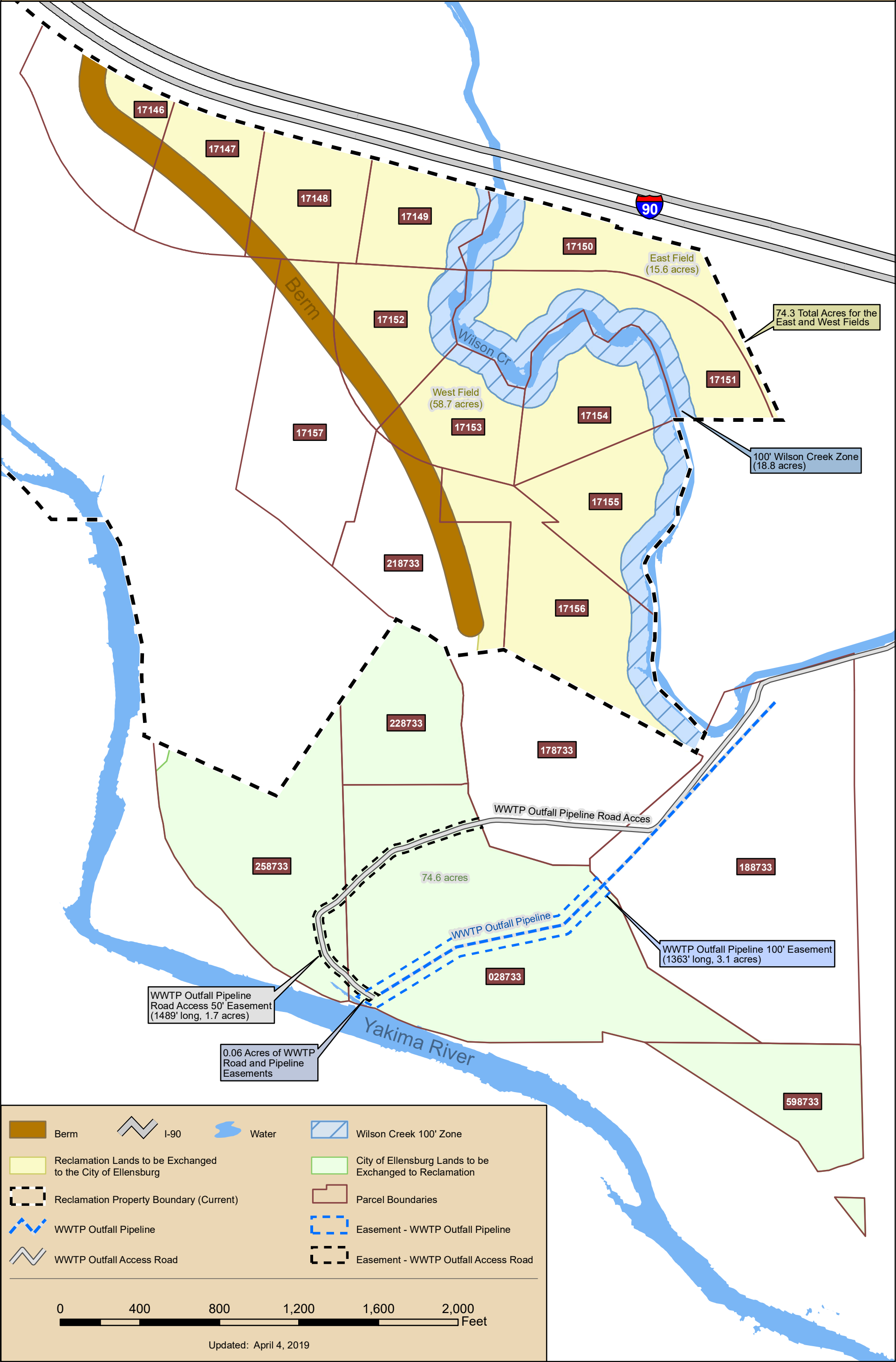
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Grant Craig  
Ellensburg Division Manager  
TCF, Inc.

  
\_\_\_\_\_  
Date

~~ End of Document ~~

# Exhibit A: Schaake Land Exchange Map



Return to:  
Carron Helberg, YAK-5130  
U.S. Bureau of Reclamation  
1917 Marsh Road  
Yakima, WA 98901

Agreement No. 20-07-13-L1363  
Ptn Sec 11 & 14, T17N, R18E, WM  
Parcels 17146 thru 17156, 218733, 598733, 228733, 258733 & 028733  
Kittitas County, Washington

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Yakima River Basin Water Enhancement Project, Washington

LAND EXCHANGE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, pursuant to the Act of June 17, 1902 (32 Stat. 388; 43 U.S.C. § 391) and acts amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamation Laws specifically, Title XII of P.L. 103-434, the Yakima River Basin Water Enhancement Project Act, of October 31, 1994, as amended; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646 or 84 Stat. 1894) and the Uniform Relocation Act Amendments of 1987 (P.L. 100-17 or 101 Stat. 246-256; 42 U.S.C. 4601) hereinafter called the Relocation Act, by and between the **UNITED STATES OF AMERICA**, hereinafter called the **United States**, by and through the Department of the Interior, Bureau of Reclamation, hereinafter called **Reclamation**, and the **CITY OF ELLENSBURG**, a public entity created and operating under the laws of the State of Washington, hereinafter called **the City**.

WITNESSETH, THAT:

WHEREAS, in connection with the Yakima Project, Washington, hereinafter called the Project, the Bureau of Reclamation acquired certain lands in Kittitas County, Washington, from Schaake North LLC, by General Warranty Deed dated August 6, 2003, recorded in Kittitas County as Auditor's File Number (AFN) 20038070013 on August 7, 2003, defined as Parcel A, which is hereinafter referred to as Tract A, herein described in Exhibit A; and,

WHEREAS, the City is the owner of certain lands in Kittitas County, Washington purchased from John and Marjorie B. Hanks, Jr., by Statutory Warranty Deed dated September 18, 1967, recorded in Kittitas County as AFN 341774 on September 20, 1967, in Book 126 of Deeds, page 626, which is hereinafter referred to as Tracts 1-4, herein described in Exhibit B; and,

WHEREAS, the City desires to convey land parcels AFN 228733, 258733, 028733, and 598733, to the United States, in exchange for portions of land parcels AFN 17146, 17147, 17148, 17152, 17153, 17156, 17157 and 218733, and the entire land parcels AFN 17150, 17151, 17154, and 17155, with all herein described parcels being depicted in Exhibit C; and,

WHEREAS, the City has a tenant, Twin City Foods, Inc., that is a displaced farming business subject to the Relocation Act; and,

WHEREAS, as agreed to herein, it is in the mutual interest of the United States and the City to affect such an exchange of properties; and,

WHEREAS, the interests in the real property to be exchanged have been appraised and determined to be of approximate equal value.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties hereto agree as follows:

1. The City covenants and agrees to convey by good and sufficient Warranty Deed to the United States of America, and its assigns, free and clear of lien or encumbrance, except as otherwise provided herein, the fee simple title to Tracts land parcels AFN 228733, 258733, 028733, and 598733, being located in a portion of Sections Eleven (11) and Fourteen (14), Township Seventeen (17) North, Range Eighteen (18) East, Willamette Meridian, records of the Auditor of Kittitas County, Washington, and more particularly described as:

Within Sections 11 and 14, Township 17 North, Range 18 East, Willamette Meridian, Kittitas County, Washington, the following Parcels as follows:

To United States: land parcels AFN 228733, 258733, 028733, and 598733;

SUBJECT TO: Wastewater Treatment Plant Outfall Pipeline 100-foot easement and pipeline road access 50-foot easement, and Tjossem Ditch right of way;

as more particularly depicted in Exhibit C, of which are attached hereto and made a part hereof.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anyway appertaining; all the estate, title, dower, right of homestead, claim or demand whatsoever of the City; and, any buildings and improvements thereon and all rights and appurtenances thereto. Also, together with all right, title, and interest of the City in and to water rights, banks, beds, and waters of any stream or river bordering or traversing the land, and any alleys, streets, ways, strips, or gores abutting or adjoining the land, and in any means of ingress or egress appurtenant thereto.

Subject to any oil, gas or mineral rights of record outstanding in third parties at the date of this Agreement; existing easements of record in favor of the public or in third parties for roads and highways, utilities, railroads, pipelines, ditches, and canals; and, subject to rights outstanding in third parties as may be acceptable to the United States Department of Justice.

2. The City hereby confirms that the title to said Tracts 1-4, per Exhibit B, are vested in the City, subject only to the interests, liens, or encumbrances expressly provided herein. The United States shall procure and have recorded without cost to the City all assurances of title and

affidavits which the City may be advised by the United States are necessary and proper to show in the City complete fee simple unencumbered title to said Tracts 1-4 subject only to the interests, liens, or encumbrances expressly provided herein. The expense of recording this Agreement and the Warranty Deed shall be borne by the United States.

3. Once this Agreement has been fully executed, accepted, and recorded and the Warranty Deed referenced above has been delivered, approved by the United States, and recorded, the United States shall, at their expense, provide a final Title Insurance Policy on the ALTA U.S. Policy - 9/28/91 form. The Policy shall be dated subsequent to the time and date the deed is recorded and shall show fee title to said Tracts 1-4 vested in the name of the UNITED STATES OF AMERICA.

4. The United States agrees to pay all expenses related to this transaction, including but not limited to the costs associated with environmental, cultural resources, and hazardous material inspections, reports and clearances (including required mitigation), appraisal and appraisal review, document preparation, title clearance, closing fees, recording in the public records, and title insurance. The City agrees to pay all expenses related to real estate taxes, and any excise, roll-back, and special use taxes triggered by this transaction.

5. For and in consideration of the above, the United States shall by separate Quitclaim Deed remise, release, and forever quitclaim all of its right, title, and interest in and to:

To City of Ellensburg: portions of land parcel AFN 17146, 17147, 17148, 17152, 17153, 17156, 17157 and 218733, and the entire parcels AFN 17150, 17151, 17154, and 17155; and their heirs, successors, or assigns;

SUBJECT TO: Wilson Creek Buffer.

Said parcels are located within Section 11, Township 17 North, Range 18 East, Willamette Meridian, Kittitas County, Washington, as more particularly described in Exhibit C, which are attached hereto and made a part hereof. The acquiring federal agency is the United States, Department of the Interior, Bureau of Reclamation.

Said Quit Claim Deed will be subject to the following conditions:

- a. The reservation of a right-of-way for ditches and canals being of the same character and scope as that created with respect to certain public lands by the Act of August 30, 1890 (26 Stat. 391), as it has been or may hereafter be amended;
- b. Rights-of-way and easements of record or in use for roads and highways, utilities, railroads, pipelines, ditches and canals;
- c. The rights, if any, that were reserved in the original patent;
- d. Any oil, gas or mineral rights of record outstanding in third parties;
- e. The reservation, hereby made to the United States, of all other minerals.

6. The Quitclaim Deed referenced in Article 5, above, shall be provided as soon as practicable after the United States has obtained a final title opinion showing title to said land parcels AFN 228733, 258733, 028733, and 598733, vested in the United States and acceptable to the United States Department of Justice.

7. Where operations of this agreement extend beyond the current fiscal year, it is understood that the agreement is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this agreement is not made, the City hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

8. No member of or delegate to Congress or resident commission shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

9. The City warrants that no person or agency has been employed or retained to solicit or secure this document upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to require the City to pay, in addition to the grant price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

10. Each provision of this agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this agreement shall be deemed or determined by competent authority to be invalid or prohibited, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provisions or any other remaining provisions, or of the agreement as a whole.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA

CITY OF ELLENSBURG

By: \_\_\_\_\_

By: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
 ): ss  
County of Kittitas )

On this day personally appeared before me, the undersigned notary, \_\_\_\_\_, known to me to be the individuals whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

WITNESS my hand and official seal on this \_\_\_\_ day of \_\_\_\_\_, 202\_.

(SEAL)

Notary Public in and for the  
State of Washington  
Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

-----

STATE OF WASHINGTON )  
 ): ss  
County of Yakima )

On this day personally appeared before me, the undersigned notary, \_\_\_\_\_, known to me to be the individuals whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

WITNESS my hand and official seal on this \_\_\_\_ day of \_\_\_\_\_, 202\_.

(SEAL)

Notary Public in and for the  
State of Washington  
Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



EXHIBIT A  
UNITED STATES OF AMERICA

TRACT A: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 21 Survey  
filed April 29, 2002, Book 27 of Surveys, pages 148 and 149, Auditor's File No. 200204290002,  
portion of Sections 10, 11 and 14, Township 17 North, Range 18 East, Willamette Meridian,  
County of Kittitas, State of Washington.

EXHIBIT B  
CITY OF ELLENSBURG

TRACT 1: That portion of the East Half of the Northwest Quarter of Section 14, Township 17 North, Range 18 East, W.M., Kittitas County, Washington, which lies Easterly and Northeasterly of the Yakima River and Southwesterly of the Tjossem Ditch right of way.

EXCEPT: Lot 21 of that certain Survey as recorded July 25, 2002 in Book 27 of Surveys at pages 148 and 149, under Auditor's File No. 200207250001, records of Kittitas County, Washington.

TRACT 2: That portion of the Northwest Quarter of the Northeast Quarter of Section 14, Township 17 North, Range 18 East, W.M., Kittitas County, Washington, which lies Southwesterly of the Tjossem Ditch and Southeasterly of the Southeastern boundary of Lot 21 of that certain Survey as recorded July 25, 2002 in Book 27 of Surveys at pages 148 and 149, under Auditor's File No. 200207250001, records of Kittitas County, Washington.

TRACT 3: That portion of the South Half of the Northeast Quarter of Section 14, Township 17 North, Range 18 East, W.M., Kittitas County, Washington, which lies Southwesterly of Tjossem Ditch and Northeasterly of the Yakima River and Southwesterly of the following described line:

Beginning at the Southeast corner of the Northeast Quarter of said Section 14; thence North 88°42' West, along the South boundary of said Section 14, 482.3 feet to the true point of beginning; thence North 56°16' West, 684.0 feet; thence North 23°11' West, 370.4 feet; thence North 43°15' West, 190.6 feet to the right of way of Tjossem Ditch and the terminus of said line.

EXCEPT that portion of the Southeast Quarter of the Northeast Quarter of Section 14 which is described as follows:

A tract of land bounded by a line beginning at a point on the South boundary line of said quarter of quarter section which is 1099.0 feet West of the Southeast corner of said quarter of quarter section and running thence North 75°00' West, 213.0 feet, more or less, to the West boundary line of said quarter of quarter section; thence South along said boundary line to the Southwest corner of said quarter of quarter section; and thence East on the South boundary line of said quarter of quarter section to the point of beginning.

TRACT 4: That portion of the Northeast Quarter of the Southeast Quarter of Section 14, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, described as follows:

A tract of land bounded by a line beginning at the Northeast corner of said Northeast Quarter of the Southeast Quarter and running thence West on the North boundary line thereof 1099 feet; thence South 57°East, 913 feet; thence South 32°36' East, 618 feet to the East boundary line of said Northeast Quarter of the Southeast Quarter, thence North 1018 feet to the point of beginning.

## EXHIBIT C

# Schaake Land Exchange

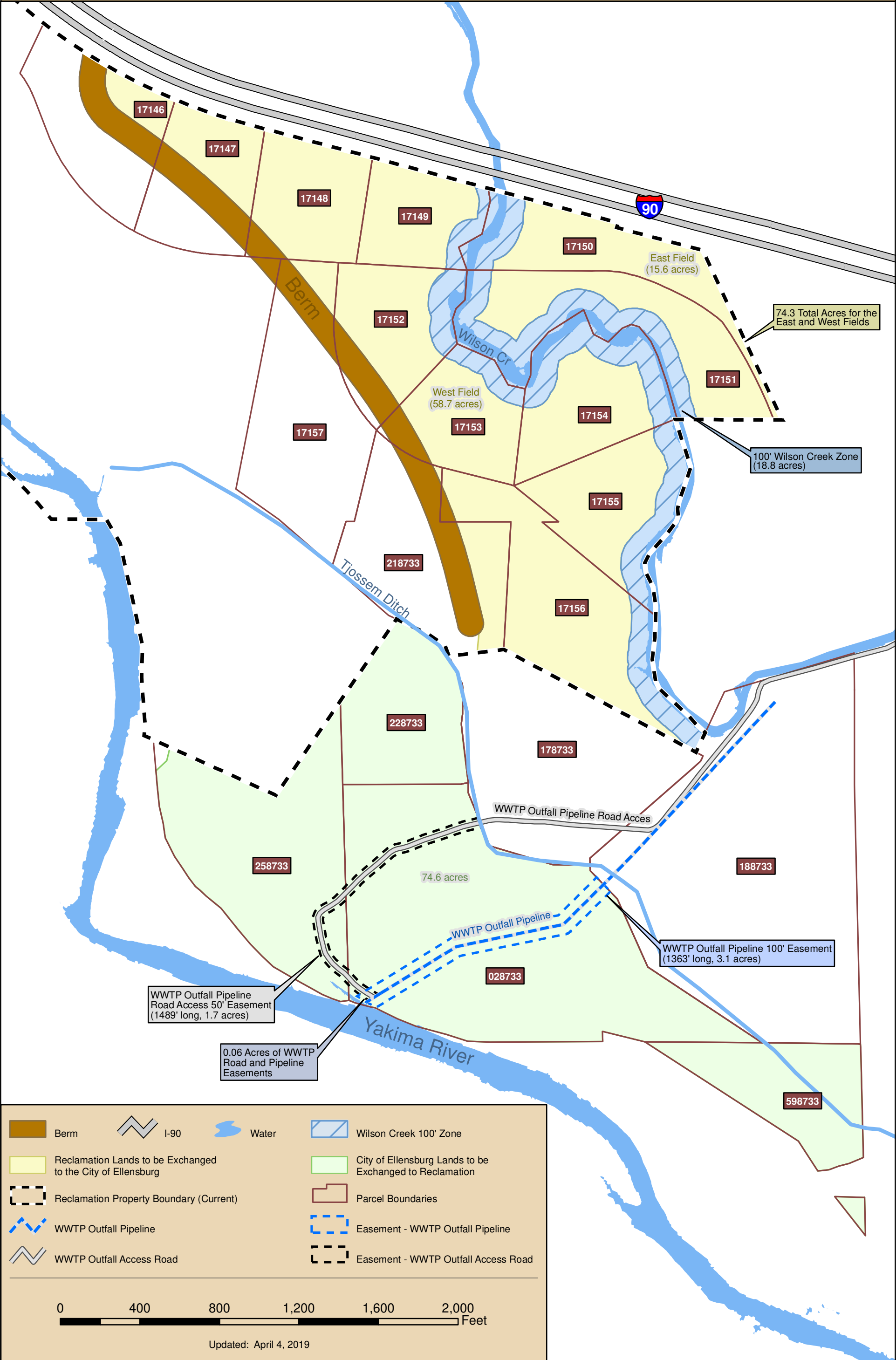


Exhibit C: Confirmation Deed

UPON RECORDING Return to:  
Bureau of Reclamation  
Attn: Carron Helberg, YAK-5130  
1917 Marsh Road  
Yakima, WA 98901-2058

**ORIGINAL**

Contract No: 19-07-13-L1345  
Legal: SW¼NE¼ and SE¼NW¼ Sec 14, T. 17 N., R. 18 E., W.M.  
Portions of Tax Parcel No: 258733, 028733, 178733

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Columbia-Cascades Area Office/Yakima Field Office  
Schaaake Habitat Improvement Project  
Yakima River Basin Water Enhancement Project  
Yakima, Washington

**TERM CONFIRMATION DEED**  
**EXERCISE OF 1890 RIGHT OF WAY**

**THIS RIGHT OF WAY CONFIRMATION**, is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, pursuant to the Act of June 17, 1902 (32 Stat. 388; 43 U.S.C. § 391) and acts amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamation Laws specifically, Title XII of P.L. 103-434, the Yakima River Basin Water Enhancement Project Act, of October 31, 1994, as amended; and, the Act of August 30, 1890, (26 Stat. 391, 43 U.S.C. § 945); by and between the **UNITED STATES OF AMERICA**, hereinafter called the **United States**, by and through the Department of the Interior, Bureau of Reclamation, hereinafter called **Reclamation**, and the **CITY OF ELLENSBURG**, a public entity created and operating under the laws of the State of Washington, hereinafter called **the City**.

WITNESSETH:

WHEREAS, the United States patented the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4), the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) all within Section Fourteen (14), Township Seventeen (17) North, Range Eighteen (18) East, Willamette Meridian, Kittitas County, Washington, to George Mills, Serial Patent No. 1035, dated October 1, 1903, and to James H. Endsley, Serial Patent No. 748, dated September 18, 1891; and,

WHEREAS, said serial patents contained a reservation of right of way for ditches and canals to be constructed under the authority reserved to the United States by the Act of August 30, 1890, (26 Stat. 391, 43 U.S.C. § 945).

NOW THEREFORE, the following grants, rights, and mutual covenants by and between the parties hereto:

1. In consideration of benefits to be derived, the City does hereby confirm and acknowledge that the United States, has exercised a less than fee title term right of way reserved to it under the Act of August 30, 1890. Exercise of the right of way shall allow the United States to construct a berm, install a crossing structure, enhance side channels, remove portions of the existing levee, and install native vegetation in disturbed areas, with the berm construction and the levee deconstruction occurring concurrently during the dry season. The crossing structure will allow access to the United States, its staff and its contractors for its activities and the City access to their facilities including a wastewater outfall pipe and outfall structure. These facilities include a pipeline for wastewater from the City's wastewater treatment facility to the associated outfall, an access road, and a culvert crossing; together with all necessary appurtenances, fixtures, structures, facilities, and devices, used or useful in or related to said work. The exercised right and privilege allow the United States to use or alter said lands for construction, demolition, and support thereof on, over, under and across the following:

The Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) and the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4), all within Section Fourteen (14), Township Seventeen (17) North, Range Eighteen (18) East, W.M. in the County of Kittitas, State of Washington, that are within the Kittitas County Assessor parcel numbers 258733, 028733, and 178733, as depicted on the attached Exhibit A map within the dash-lined area.

2. The City acknowledges that the right of way described herein shall be held by the United States as a less than fee title term right of way and that the fee title of the lands will remain with the City, subject to rights exercised herein or until such time as a land exchange is completed between the two parties and ownership passes from the City to the United States. Further, that exercise of the rights, privilege, and temporary use of said right of way by the United States shall occur only on, over, under, and across the lands herein identified.

3. The exercised right, confirmed herein, shall also include the right to: (a) trim, cut, and remove underbrush and other vegetation, structures, and any other obstructions or obstacles within the limits of the right of way to the extent necessary to accomplish the purposes set out in paragraph 1; (b) store vehicles, equipment, and construction materials; and (c) such other uses requisite in such use.

4. The United States, its successors and assigns, will protect the outfall and pipeline during construction in a good and workmanlike manner. The United States shall pay for damages to the above-described wastewater pipeline facility located thereon. Such payments are subject to the following conditions: (1) damage must have been caused by the United States, its contractors or employees, in the reasonable exercise of the rights granted by this right of way; (2) the amount of such damage shall be determined by a Bureau of Reclamation appraisal; and, (3) that nothing in

this right of way shall be construed as releasing the United States from any liability it might have under the Federal Tort Claims Act. The United States shall not be responsible for losses arising out of or due to non-negligent activities or acts, except as hereinafter stated.

5. The United States will coordinate with the City and their Lessee (Twin City Foods) to minimize impacts to their operations during and from construction.

6. The City hereby releases the United States, its successors and assigns, of all obligations to have a valuation prepared to determine the amount of just compensation for the rights herein granted, and hereby waives all right to just compensation to which the City may be entitled due to the exercise of the United States reserved right.

7. This Confirmation Deed shall be in full force and effect from the date of execution of this instrument by the United States through December 31, 2024, or until an exchange of lands between the parties herein is completed. Upon expiration of the term of this confirmation deed, or the completion of an exchange of ownership, the rights herein granted shall end, cease, and determine.

8. The City, successors and assigns, shall retain the right to use and enjoy said right of way for any purposes which will not interfere with the exercised reserved rights, and privileges herein confirmed in the United States, or endanger any of its property, but such retained rights shall not extend to or include permission to the public to use any part thereof without advance written permission on behalf of the United States or its assigns, during the term of this confirmation deed, or until such time as an exchange is completed.

9. The expense of recording this confirmation deed shall be borne by the United States.

IN WITNESS WHEREOF, the parties hereto have executed this confirmation the day and date first above written.

**LANDOWNER  
CITY OF ELLENSBURG**

By: \_\_\_\_\_  
Ryan Lyyski  
Public Works and Utilities Director  
City of Ellensburg  
501 North Anderson Street  
Ellensburg, WA 98926

**UNITED STATES OF AMERICA**

By: \_\_\_\_\_  
Talmadge Oxford  
Columbia-Cascades Area Manager  
Bureau of Reclamation, C-PN Region  
1917 Marsh Road  
Yakima, WA 98901-2058

## ACKNOWLEDGMENTS

[illegible]

On this day personally appeared before me, the undersigned Notary, **Ryan Lyyski**, known to me to be the representative of the **CITY OF ELLENSBURG**, Washington, and the individual whose name is subscribed to the foregoing instrument and acknowledged to me that s/he is authorized to executed the same for the uses and purposes therein expressed, has signed this document as his free and voluntary act or deed.

WITNESS my hand and official seal on this the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

(SEAL)

Notary Public  
State of \_\_\_\_\_

Residing at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

\* \* \* \* \*

[illegible]

On this day personally appeared before me, the undersigned Notary, \_\_\_\_\_, known to me to be the official of the **UNITED STATES OF AMERICA**, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the United States, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

(SEAL)

Notary Public  
State of

Residing at: \_\_\_\_\_

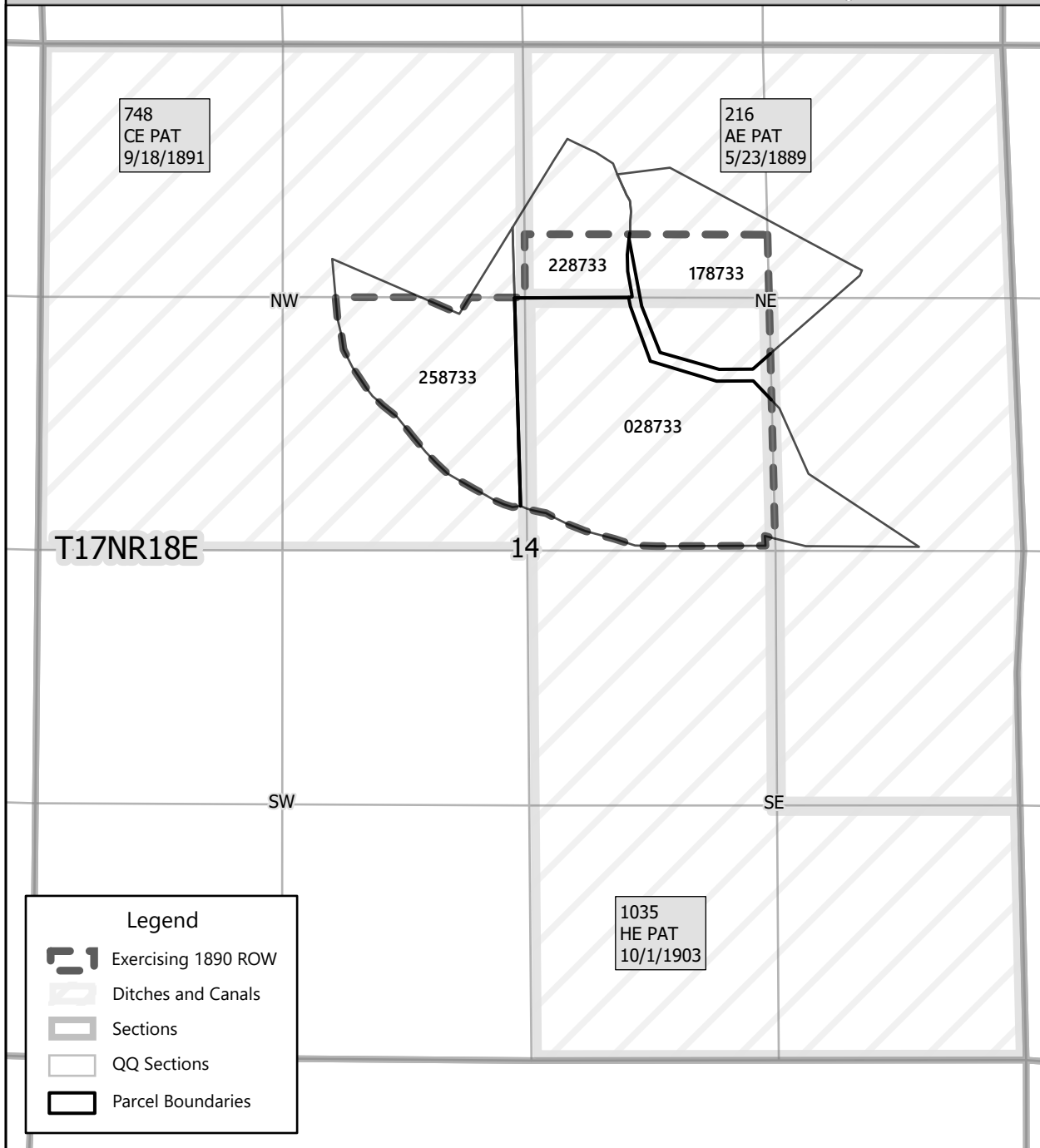
My Commission expires: \_\_\_\_\_



# Schaake Confirmation Deed, Exhibit A



BUREAU OF  
RECLAMATION



## Mapping Information:

Cartography: U.S. Bureau of Reclamation; CCA Office  
 Projection: WA State Plane; North Zone; NAD 83; Survey Feet  
 Date Produced: February 7, 2020 (Last Modified: February 18, 2020)  
 \*DOES NOT MEET NATIONAL MAP ACCURACY STANDARDS

0 400 800 1,200 1,600 Feet



## Metadata:

Section Lines: WA Department of Natural Resources'  
 Wa Public Land Survey Sections, from  
 11/23/2019  
 Parcel Boundaries: Kittitas County parcel database  
 from 6/6/2019  
 Other Land Designations: US Bureau of Reclamation,  
 Yakima Field Office - Realty

# H.C. Peck & Associates, Inc.

## A National Land Service Company

Grant Craig  
Ellensburg Division Manager  
Twin City Foods, Inc.  
501 W 4th Ave.  
Ellensburg, WA 98926

Project: Schaaake Habitat Improvement Project  
Date: May 14, 2020  
Location: Ellensburg WA

### **RE: RELOCATION ENTITLEMENT LETTER – Spray Field Relocation**

Dear Mr. Craig –

The following is a summary of Twin City Food, Inc.'s (TCF's) potential benefits concerning the relocation of personal property and irrigation equipment currently located on TCF Foods' existing spray fields on City of Ellensburg parcels 258733, 228733 and 028733.

The United States Department of the Interior, Bureau of Reclamation (the Agency), has secured two commercial moving costs bids to disconnect and move the above referenced equipment to the proposed new spray field site on BOR parcels 17146 - 17156. It has been determined that, if the land transfer is completed, you will be eligible to receive a Business Self-Move payment not to exceed the lower of these two commercial bids.

The low bid to provide moving and reinstallation services for your business operation's personal property as described in the attached moving scope of work dated April 29, 2020 was submitted by Ewing Irrigation on May 8, 2020 at **\$175,441.37**.

Once the land transfer is completed, TCF's eligibility will be established. Moving forward from that date, you may 1) choose to take full responsibility for the move in accordance with the attached scope of work to receive a payment not to exceed **\$175,441.37** or 2) elect to conduct a business self-move and move your personal property based on documented actual and reasonable costs as determined eligible by the Agency not exceed the amount stated above, or 3) choose a combination of the two per 49 CFR 24.301(d).

If you select the self-move option, you will be taking full responsibility for the entire move of personal property to a replacement site for the amount stated above. This includes any and all efforts necessary to complete the move except for any items specifically excluded in the attached scope of work.

Additional Uniform Act 49 CFR Part 24 benefits that TCF may be eligible for include:

1) Other actual, reasonable and necessary move costs not included in the attached scope of work such as:

a) Costs associated with permit(s) and permit application(s) to Washington State Department of Ecology;



b) Costs associated with the purchase and installation of necessary monitoring wells on the replacement property per guidance from Ecology;

c) Costs associated with preparation, reseeding and other necessary treatments of up to 35 acres of new spray fields on the replacement property.

2) \$2,500 Site Search Payment

3) 12 Months of Storage Costs as approved by the Agency.

4) Purchase of Substitute Personal Property: Payment is limited to the lesser of (a) the cost of the substitute item including installation costs at the replacement site, minus any trade in value or proceeds from the sale or (b) the cost of the move. (If you will be purchasing any new equipment for the replacement location rather than moving the existing equipment, this option may be relevant to you. I will be glad to explain this to you further at your earliest convenience.)

5) Actual Direct Loss of Tangible Personal Property: Payment is limited to the lesser of (a) the items move cost or (b) the fair market value of the equipment in place, less the proceeds of its sale.

6) \$50,000 Reestablishment Expenses: For certain costs not tied to the move of personal property. Please contact your relocation specialist prior to any expenditures for Agency pre-approval.

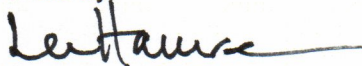
7) Re-installation Costs which are actual, reasonable, and necessary which are **not** included in the moving scope of work provided.

8) Any license, permit, fees or certification required at the replacement site.

After TCF's eligibility for relocation assistance is established, we will continue to work with you to determine which additional payment(s) you may be eligible to claim. Please be aware that you may file claims for relocation payments for up to 18 months following the date you vacate the acquired the real property, per 49 CFR 24.207(d).

We remain available to assist you in claiming these payments and other relocation benefits as your move progresses. If you have any questions, please feel free to contact me at (303) 623-6112.

Sincerely,



Lee Hamre, SR/WA  
H.C. Peck & Associates, Inc.  
Representing the Bureau of Reclamation  
Cell Phone: (303)725-4771  
Email: lhamre@hcepc.com

Enclosures: Moving Scope of Work/ Bid

BID RESPONSE FORM

Name of Bidding Firm/Company: \_\_Callies Welding and Fabrication, Llc\_\_

Address of Bidding Firm/Company: 7911 N. Weber Canyon Rd.  
Benton City, WA 99320

Name of Bid Preparer: \_\_Scott M. Jensen, CID\_\_ / \_\_Kyle Callies\_\_

Best Point of Contact: (phone) \_\_509-528-1710\_ (email) \_\_sjensen@ewingirrigation.com\_\_

Notes/Comments to Include:

Scott M. Jensen will furnish the design for the project to Callies Welding and Fabrication for Project Scope Quote

**Removal Scope:**

Labor Price (please delineate roles/position applicable)- \$6,462.98

Material Price (please detail materials)- \$0.00

Other Expenses- \$0.00

Notes: Removal and haul off of 2,560LF of existing 12" steel pipe.

**Relocation Scope:**

Labor Price (please delineate roles/position applicable)-\$2,017.50

Material Price (please detail materials)- \$598.22

Other Expenses- \$0.00

Notes: Removal of 175ea 40ft sticks of 4" aluminum hand line from parcel 228733.

Installation of 1ea 12" Class D blind flange w/ 4" continuous acting air vent for pipeline termination(exhibit 3). Installation of 1ea 12" end cap(exhibit 2 and 4)

**Reinstallation Scope/Supplemental Irrigation Components:**

Labor Price (please delineate roles/position applicable)-

Material Price (please detail materials)-

Other Expenses-

Notes:

**Takeoff 1- Rainway Valves Takeoff (reinstall/supplemental scope):**

Please list the labor and materials takeoff price specific to this scope and materials

**Alternate 1- 8" diameter extension alternate pricing:** No Alternate. Designed with 8" and 12" pipe both.

Please list the labor and materials pricing alternate to extend the trunk as an 8" diameter.

**Takeoff/Alternate 2-** Any *additional* 4" ID irrigation sticks (aluminum), associated risers, and associated spreader heads as necessary to adequately and properly irrigate and service all of the yellow highlighted parcels west of Wilson Creek setback.

**New Work Scope:**

Labor Price (please delineate roles/position applicable)-

Material Price (please detail materials)-

Other Expenses-

Notes:

Total Bid Price- Labor: **\$68,682.45**

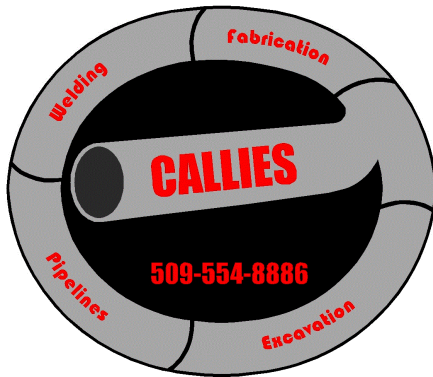
Total Bid Price- Materials: **\$93,313.25**

Applicable Taxes: **8.3% \$13,445.64**

Please include or declare your fee schedule or standards of payment application. If you or your Firm have any standard Service Level Agreements to include as part of this bid, please attach to this response form.

Signature of Representative/Preparer: Kyle Callies

Dated: April 29, 2020



## Bureau of Reclamation

### *Managing Water in the West*

### *2020 Bid Proposal*

*Callies Welding and Fabrication, LLC*

*7911 N. Webber Canyon Rd.*

*Benton City, WA 99320*

#### Parcel 17150 and 17151

|        |                                   |            |             |
|--------|-----------------------------------|------------|-------------|
| 1870ft | 12"x.250" wall steel pipe         | 18.53pr ft | \$34,660.45 |
| 520ft  | 8"x2.19" wall steel pipe          | 13.02pr ft | \$6,770.40  |
| 2ea    | 12" Class D slip on flanges       | 76.54ea    | \$153.07    |
| 1ea    | 12" gear op butterfly valve       | 539.02ea   | \$539.02    |
| 1ea    | 12" 45° ELL                       | 77.68ea    | \$77.68     |
| 1ea    | 12" 30° ELL                       | 77.68ea    | \$77.68     |
| 1ea    | 12x8 eccentric reducer            | 103.63ea   | \$103.63    |
| 2ea    | 8" 90° ELL                        | 37.89ea    | \$75.78     |
| 1ea    | 8" end cap                        | 14.84ea    | \$14.84     |
| 1ea    | 4" merch coupler                  | 32.71ea    | \$32.71     |
| 23ea   | 4" couplets                       | 48.81ea    | \$1,122.63  |
| 2ea    | 4x4 galv nipple                   | 12.74ea    | \$25.48     |
| 1ea    | 4" AL. air vent                   | 245.03ea   | \$245.03    |
| 1ea    | 4" galv 90° ELL, threaded         | 43.16ea    | \$43.16     |
| 23ea   | 4" Rainway steel valve stub MIPT  | 72.82ea    | \$1,674.86  |
| 23ea   | 4" Rainway valve opener, 90°      | 119.16ea   | \$2,740.75  |
| 23ea   | 4" Rainway positive lock end plug | 41.73ea    | \$959.88    |
| 23ea   | 4" Rainbird 1" 65PJ impact        | 112.51ea   | \$2,587.73  |
| 23ea   | 1/4 SBN nozzle for 1" impact      | 4.16ea     | \$95.68     |
| 46ea   | 1x6 galv nipple                   | 2.02ea     | \$92.92     |
| 23ea   | 1" galv 90° ELL                   | 1.78ea     | \$40.99     |
| 23ea   | 1" STD galv coupler               | 2.72ea     | \$62.56     |

**Material \$52,196.93**

| Parcel 17150 and 17151              |                               | Labor                    |
|-------------------------------------|-------------------------------|--------------------------|
| 34ea                                | 12" welds                     | \$10,608.00              |
| 10ea                                | 8" welds                      | \$2,080.00               |
| 7ea                                 | 12" fab welds                 | \$2,184.00               |
| 6ea                                 | 8" fab welds                  | \$1,248.00               |
| 1ea                                 | 12" valve install             | \$65.00                  |
| 1ea                                 | 4" AV install                 | \$89.00                  |
| 23ea                                | 4" couplets installed         | \$3,105.00               |
| 23ea                                | 4" rainway valve install      | \$1,265.00               |
| 23ea                                | shop assym sprinkler pack     | \$356.50                 |
|                                     | string steel pipe             | \$1,380.00               |
|                                     | string skids                  | \$585.00                 |
|                                     | String and connect hand lines | \$3,550.00               |
|                                     | clean up                      | \$585.00                 |
|                                     | set in tractor                | \$6,600.00               |
|                                     | Mobilization                  | \$500.00                 |
|                                     |                               | <b>Labor \$34,200.50</b> |
| <b>Parcel 17150 and 17151 total</b> |                               | <b>\$86,397.43</b>       |

| Parcel 17154, 17155, 17156 |                                   | Material                  |
|----------------------------|-----------------------------------|---------------------------|
| 1370ft                     | 12"x.250" wall steel pipe         | 18.53pr<br>ft \$25,386.10 |
| 280ft                      | 8"x.219" wall steel pipe          | 13.02pr<br>ft \$3,645.60  |
| 2ea                        | 12" Class D slip on flanges       | 76.54ea \$153.07          |
| 1ea                        | 12" gear op butterfly valve       | 539.02ea \$539.02         |
| 1ea                        | 12" 11° ELL                       | 77.68ea \$77.68           |
| 1ea                        | 12x8 eccentric reducer            | 103.63ea \$103.63         |
| 1ea                        | 8" end cap                        | 14.84ea \$14.84           |
| 1ea                        | 4" merch coupler                  | 32.71ea \$32.71           |
| 21ea                       | 4" couplets                       | 48.81ea \$1,025.01        |
| 2ea                        | 4x4 galv nipple                   | 12.74ea \$25.48           |
| 1ea                        | 4" AL. air vent                   | 245.03ea \$245.03         |
| 1ea                        | 4" galv 90° ELL, threaded         | 43.16ea \$43.16           |
| 21ea                       | 4" Rainway steel valve stub MIPT  | 72.82ea \$1,529.22        |
| 17ea                       | 4" Rainway valve opener, tee      | 170.96ea \$2,906.35       |
| 4ea                        | 4" Rainway valve opener, 90°      | 119.16ea \$476.64         |
| 38ea                       | 4" Rainway positive lock end plug | 41.73ea \$1,585.74        |
| 21ea                       | Rainbird 1" 65PJ impact           | 112.51ea \$2,362.71       |
| 42ea                       | 1/4 SBN-4 nozzle for 1" impact    | 4.16ea \$174.72           |



|      |                     |        |         |
|------|---------------------|--------|---------|
| 42ea | 1x6 galv nipple     | 2.02ea | \$92.92 |
| 21ea | 1" galv 90° ELL     | 1.78ea | \$37.38 |
| 21ea | 1" STD galv coupler | 2.72ea | \$57.12 |

**Material \$40,514.13**

**Parcel 17154, 17155, 17156**

**Labor**

|      |                               |            |
|------|-------------------------------|------------|
| 24ea | 12" welds                     | \$7,488.00 |
| 6ea  | 8" welds                      | \$1,248.00 |
| 5ea  | 12" fab welds                 | \$1,560.00 |
| 2ea  | 8" fab welds                  | \$416.00   |
| 1ea  | 12" valve install             | \$65.00    |
| 1ea  | 4" AV install                 | \$89.00    |
| 21ea | 4" couplets                   | \$2,835.00 |
| 21ea | 4" rainway valve install      | \$1,155.00 |
| 21ea | shop assym sprinkle           | \$325.50   |
|      | string steel pipe             | \$1,150.00 |
|      | string skids                  | \$585.00   |
|      | String and connect hand lines | \$3,050.00 |
|      | clean up                      | \$585.00   |
|      | set in tractor                | \$4,950.00 |
|      | Mobilization                  | \$500.00   |

**Labor \$26,001.50**

**Parcel 17154, 17155, 17156 Total \$66,515.63**

**Removal Scope**

|     |                                                    |            |            |
|-----|----------------------------------------------------|------------|------------|
|     | removal of 2,560LF of 12" steel pipe, above ground |            | \$6,462.98 |
|     | removal of 175ea 4" hand line from Parcel 228733   |            | \$1,680.00 |
|     | 12" Class D                                        |            |            |
| 1ea | blind flg                                          | \$155.54ea | \$155.54   |
| 1ea | 4" merchant coupler                                | \$40.60ea  | \$40.60    |
| 1ea | 4" GALV 90° ell                                    | \$43.16ea  | \$43.16    |
| 1ea | 4x4 galv nipple                                    | \$12.47ea  | \$12.47    |

|     |                                                    |            |          |
|-----|----------------------------------------------------|------------|----------|
| 1ea | 4" Air vent                                        | \$247.03ea | \$247.03 |
| 1ea | 12" bolt pack                                      | \$43.76ea  | \$43.76  |
|     | Install of Blind flange and 4" threaded connection | \$135.00ea | \$135.00 |
|     | Install 12" end cap                                | \$202.50ea | \$202.50 |
| 1ea | 12" end cap                                        | \$59.63ea  | \$59.63  |

**Material \$602.19**  
**Labor**  
**\$8,480.48**

**Total**  
**\$9,082.67**

**Sub Total \$161,995.70**  
**Tax 8.3% \$13,445.64**  
**Total \$175,441.34**

Ewing Irrigation

Ellensburg Site  
Bureau of Reclamation

Designed by: Scott M. Jensen, CID

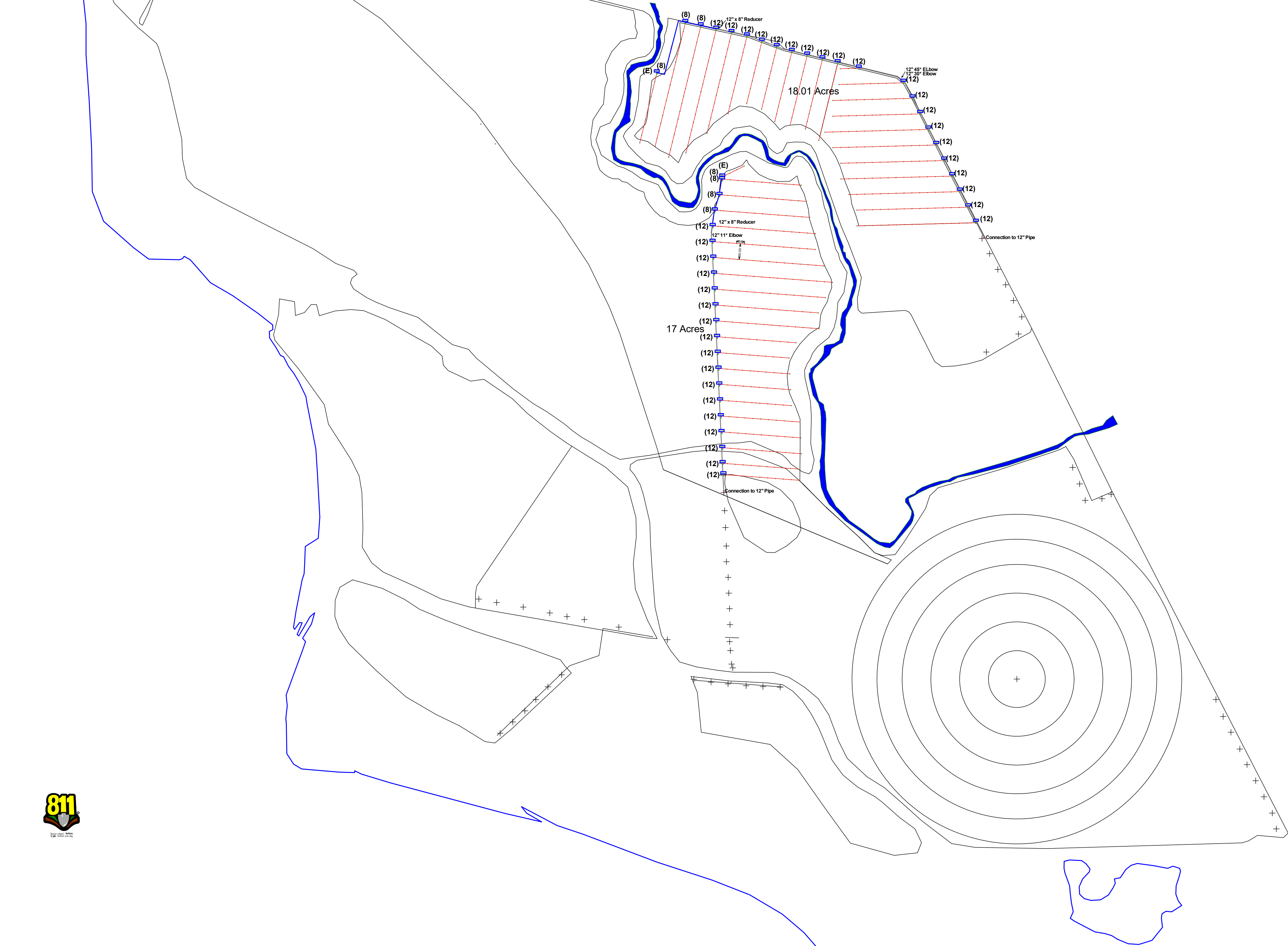
Date: 3/25/2020

Pipe key

- 4" Aluminum Handline
- Steel Pipe 8"
- Steel Pipe 12"

Sprinkler / Valve key

- Travis Rainway 4" Valve Elbow
- Rainbird 70CH 1" Impact SBN-4 1/4" x LAN 1/8-20"
- Water Supply



Scale: 1" = 300'

File: BOR

Exhibit G: Request for Proposal

## **Request for Proposal**

Irrigation System Relocation and Supplemental Installation

Date of Issuance: March 19, 2020

Bid/Proposal Responses Are Due by No Later Than: April 16, 2020

Questions related to this Request for Proposal should be directed to Carron Helberg, at [chelberg@usbr.gov](mailto:chelberg@usbr.gov),  
or call me at [509-896-2026](tel:509-896-2026) (Home)



— BUREAU OF —  
RECLAMATION

## Scope of Work Detail and Response Form

Thank you for your interest in this request for proposal- the following information details the scope of work associated, and your bid response structure.

U.S. Bureau of Reclamation is seeking bid responses for the removal, relocation, and re-installation of certain existing field irrigation components, and for the supplemental irrigation components necessary to procure and install to complete the field irrigation(s) as noted on the attached exhibits. The type/style of irrigation system to be demonstrated and represented in your design, labor, and materials bid responses will be trunk and 'hand-line' irrigation, as is currently employed. Please do not propose or incorporate automated pivot systems in your responses. Please attach and include a design overlay diagram of your intended irrigation system, or a sketch demonstrating your intended system.

The existing irrigation system employs 3 Holloshaft/Worthington pumps. Pump #1- 50hp; 560gal/min. Pump #2- 150hp; 1660gal/min. Pump #3- 150hp; 1660gal/min. All three pumps are three-phase at 460v, 172amp. These pumps will be used in the re-employment of the irrigation system and to service the parcels/land noted below.

The attached EXHIBIT 1 demonstrates the recorded acreage size of the lands to be irrigated- specifically the 38.06 acre parcel and the 19.89 acre parcel shown at the top/north end of the sheet. The 10.36 acres, 6.57 acres, and 1.07 acres that follow along the creek are protected set-back zones and are not to be irrigated. EXHIBIT 2 further denotes the parcels of land to be irrigated, highlighted in light yellow, and declared by parcel numbers: 17146, 17147, 17148, 17149, 17150, 17151, 17152, 17153, 17154, 17155, 17156, and the minimal portion of parcel 218733 that lies to the east/right of the orange berm line.

## Removal Scope:

This project and scope of work will also involve the removal, relocation, reinstallation, and re-commission/re-employment of certain pieces of existing irrigation systems. These systems (trunk lines (steel and PVC), gate valves, flanges (and bolts), Rainway valves, hook-and-latch irrigation sticks, and risers/spreader heads) are currently in use upon parcels 228733, 258733, and 028733 as noted on EXHIBIT 2. All of the related irrigation components that are in place upon these parcels, 'downline' from the PVC termination and cap point (south end of parcel 178733), and that are 'downline' from the 'Terminal gate valve (existing)' (as noted on EXHIBIT 2) are to be removed. The scope of work shall include placing a terminal cap at the flange as noted on EXHIBIT 3. The scope of work shall also include placing a terminal cap (PVC) at the end of the 12" PVC trunk line at the south end of parcel number 178733 where noted on EXHIBIT 2, and as noted on EXHIBIT 4 (field picture).



## Relocation Scope:

Of these segments and components to be removed from those 3 parcels (228733, 258733, 028733), please retain the following components: hook-and-latch irrigation sticks, risers, and spreader heads. These components shall be retained, relocated, and then re-employed upon the parcels 17146 through 17156 to be irrigated as noted above. All other components that have been removed from these fields must be removed from the subject property as part of the scope of work. These components shall be salvaged/recycled as available or as possible, or properly disposed of under the applicable laws of the State of Washington. It should be assumed that the steel 12" trunk lines, and/or adjoining 12" PVC lines, and attached Rainway valves will not be retained or re-employed.

## Reinstallation Scope/Supplemental Irrigation Components:

EXHIBIT 2 calls out an existing bell reducer/reduction point where the steel trunk line in parcel number 178733 reduces from 12" to 8". The scope of work shall include cutting the steel 12" pipe, prior to the 8" bell reducer, and attaching (by means of welding, or, inserting a flange joint) an extension of 12" steel or PVC line long enough to feed and serve parcels 17146, 17147, 17148, 17149, 17152, 17153, 17154, 17155, and 17156 west of the Wilson Creek protected setback. Please include a manually operated knife, butterfly, or gate valve inline at the crossover point of the trunk between parcel 178733 and 17156. The scope of work shall also include the cutting, welding, and/or insertion of threaded 6" length (4" diameter) riser bungs onto/into the 12" steel/PVC trunk line to which a new series of Rainway (or other such similar quality and applicable manufacturer of 4" ID gate valve) valves can be attached. Your bid response shall include these Rainway (or other manufacturer) 4" gate valves as new; please include these material items as a separate labor and material take off. If it is determined that the bell reducer must remain, and therefore the line extension to service the fields to the north, is to be 8" in diameter (in order to maintain sufficient line pressure), please include this pricing as an alternate/take off option as well. All labor and materials necessary to effectuate this piece of the scope of work should be included within your bid and in the response form below.

The retained hook-and-latch aluminum irrigation sticks, risers, and spreader heads from parcels 228733, 258733, and 028733 should be relocated and re-employed into/onto fields 17146, 17147, 17148, 17149, 17152, 17153, 17154, 17155, and 17156. Your bid responses should include the labor associated with this scope of work to relocate and re-employ. Any *additional* 4" ID irrigation sticks (aluminum), associated risers, and associated spreader heads as necessary to adequately and properly irrigate and service all of the yellow highlighted parcels west of Wilson Creek setback shall be included in the scope of work and bid responses as an alternate/take off. Please include directional and safety-stop spreader heads (where/as necessary) for the ends of irrigation lines that approach the Wilson Creek protection setback, so as to properly protect this area from the discharged water.

## New Work Scope:

EXHIBIT 2 identifies parcels 17150 and 17151 to the east of the Wilson Creek protected setback zone. These parcels, at roughly 19.89 acres combined, will call for new work installation to include materials and labor necessary to: 1) install/join the extension of an existing 12" steel trunk that services the field just to the south of parcel 17151 (please assume the installation of a flange joint with a manually operated knife, butterfly, or gate valve to enjoin and control flows), and 2) provide and install the associated 6" long threaded riser bungs for the installation of the 4" Rainway gate valves onto the new 12" trunk extension line to 3) install/attach 4" ID aluminum irrigation sticks/hand-lines to 4) risers and spreader heads. Again, please include directional and safety-stop spreader heads (where/as necessary) for the ends of irrigation lines that approach the Wilson Creek protection setback, so as to properly protect this area from the discharged water.





# RECLAMATION

Managing Water in the West

EXHIBIT 1

100' both sides of canal

## Acre Calculation in the Vicinity of Schaake



— BUREAU OF —  
RECLAMATION



## Managing Water in the West



# RECLAMATION

*Managing Water in the West*



— BUREAU OF —  
RECLAMATION

# RECLAMATION

*Managing Water in the West*



— BUREAU OF —  
RECLAMATION

Return to:  
Carron Helberg, YAK-5130  
U.S. Bureau of Reclamation  
1917 Marsh Road  
Yakima, WA 98901

Agreement No. 20-07-13-L1363  
Ptn Sec 11 & 14, T17N, R18E, WM  
Parcels 17146 thru 17156, 218733, 598733, 228733, 258733 & 028733  
Kittitas County, Washington

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Yakima River Basin Water Enhancement Project, Washington

LAND EXCHANGE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, pursuant to the Act of June 17, 1902 (32 Stat. 388; 43 U.S.C. § 391) and acts amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamation Laws specifically, Title XII of P.L. 103-434, the Yakima River Basin Water Enhancement Project Act, of October 31, 1994, as amended; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646 or 84 Stat. 1894) and the Uniform Relocation Act Amendments of 1987 (P.L. 100-17 or 101 Stat. 246-256; 42 U.S.C. 4601) hereinafter called the Relocation Act, by and between the **UNITED STATES OF AMERICA**, hereinafter called the **United States**, by and through the Department of the Interior, Bureau of Reclamation, hereinafter called **Reclamation**, and the **CITY OF ELLENSBURG**, a public entity created and operating under the laws of the State of Washington, hereinafter called **the City**.

WITNESSETH, THAT:

WHEREAS, in connection with the Yakima Project, Washington, hereinafter called the Project, the Bureau of Reclamation acquired certain lands in Kittitas County, Washington, from Schaaque North LLC, by General Warranty Deed dated August 6, 2003, recorded in Kittitas County as Auditor's File Number (AFN) 20038070013 on August 7, 2003, defined as Parcel A, which is hereinafter referred to as Tract A, herein described in Exhibit A; and,

WHEREAS, the City is the owner of certain lands in Kittitas County, Washington purchased from John and Marjorie B. Hanks, Jr., by Statutory Warranty Deed dated September 18, 1967, recorded in Kittitas County as AFN 341774 on September 20, 1967, in Book 126 of Deeds, page 626, which is hereinafter referred to as Tracts 1-4, herein described in Exhibit B; and,

WHEREAS, the City desires to convey land parcels AFN 228733, 258733, 028733, and 598733, to the United States, in exchange for portions of land parcels AFN 17146, 17147, 17148, 17152, 17153, 17156, 17157 and 218733, and the entire land parcels AFN 17150, 17151, 17154, and 17155, with all herein described parcels being depicted in Exhibit C; and,

WHEREAS, the City has a tenant, Twin City Foods, Inc., that is a displaced farming business subject to the Relocation Act; and,

WHEREAS, as agreed to herein, it is in the mutual interest of the United States and the City to affect such an exchange of properties; and,

WHEREAS, the interests in the real property to be exchanged have been appraised and determined to be of approximate equal value.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties hereto agree as follows:

1. The City covenants and agrees to convey by good and sufficient Warranty Deed to the United States of America, and its assigns, free and clear of lien or encumbrance, except as otherwise provided herein, the fee simple title to Tracts land parcels AFN 228733, 258733, 028733, and 598733, being located in a portion of Sections Eleven (11) and Fourteen (14), Township Seventeen (17) North, Range Eighteen (18) East, Willamette Meridian, records of the Auditor of Kittitas County, Washington, and more particularly described as:

Within Sections 11 and 14, Township 17 North, Range 18 East, Willamette Meridian, Kittitas County, Washington, the following Parcels as follows:

To United States: land parcels AFN 228733, 258733, 028733, and 598733;

SUBJECT TO: Wastewater Treatment Plant Outfall Pipeline 100-foot easement and pipeline road access 50-foot easement, and Tjossem Ditch right of way;

as more particularly depicted in Exhibit C, of which are attached hereto and made a part hereof.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anyway appertaining; all the estate, title, dower, right of homestead, claim or demand whatsoever of the City; and, any buildings and improvements thereon and all rights and appurtenances thereto. Also, together with all right, title, and interest of the City in and to water rights, banks, beds, and waters of any stream or river bordering or traversing the land, and any alleys, streets, ways, strips, or gores abutting or adjoining the land, and in any means of ingress or egress appurtenant thereto.

Subject to any oil, gas or mineral rights of record outstanding in third parties at the date of this Agreement; existing easements of record in favor of the public or in third parties for roads and highways, utilities, railroads, pipelines, ditches, and canals; and, subject to rights outstanding in third parties as may be acceptable to the United States Department of Justice.

2. The City hereby confirms that the title to said Tracts 1-4, per Exhibit B, are vested in the City, subject only to the interests, liens, or encumbrances expressly provided herein. The United States shall procure and have recorded without cost to the City all assurances of title and

affidavits which the City may be advised by the United States are necessary and proper to show in the City complete fee simple unencumbered title to said Tracts 1-4 subject only to the interests, liens, or encumbrances expressly provided herein. The expense of recording this Agreement and the Warranty Deed shall be borne by the United States.

3. Once this Agreement has been fully executed, accepted, and recorded and the Warranty Deed referenced above has been delivered, approved by the United States, and recorded, the United States shall, at their expense, provide a final Title Insurance Policy on the ALTA U.S. Policy - 9/28/91 form. The Policy shall be dated subsequent to the time and date the deed is recorded and shall show fee title to said Tracts 1-4 vested in the name of the UNITED STATES OF AMERICA.

4. The United States agrees to pay all expenses related to this transaction, including but not limited to the costs associated with environmental, cultural resources, and hazardous material inspections, reports and clearances (including required mitigation), appraisal and appraisal review, document preparation, title clearance, closing fees, recording in the public records, and title insurance. The City agrees to pay all expenses related to real estate taxes, and any excise, roll-back, and special use taxes triggered by this transaction.

5. For and in consideration of the above, the United States shall by separate Quitclaim Deed remise, release, and forever quitclaim all of its right, title, and interest in and to:

To City of Ellensburg: portions of land parcel AFN 17146, 17147, 17148, 17152, 17153, 17156, 17157 and 218733, and the entire parcels AFN 17150, 17151, 17154, and 17155; and their heirs, successors, or assigns;

SUBJECT TO: Wilson Creek Buffer.

Said parcels are located within Section 11, Township 17 North, Range 18 East, Willamette Meridian, Kittitas County, Washington, as more particularly described in Exhibit C, which are attached hereto and made a part hereof. The acquiring federal agency is the United States, Department of the Interior, Bureau of Reclamation.

Said Quit Claim Deed will be subject to the following conditions:

- a. The reservation of a right-of-way for ditches and canals being of the same character and scope as that created with respect to certain public lands by the Act of August 30, 1890 (26 Stat. 391), as it has been or may hereafter be amended;
- b. Rights-of-way and easements of record or in use for roads and highways, utilities, railroads, pipelines, ditches and canals;
- c. The rights, if any, that were reserved in the original patent;
- d. Any oil, gas or mineral rights of record outstanding in third parties;
- e. The reservation, hereby made to the United States, of all other minerals.

6. The Quitclaim Deed referenced in Article 5, above, shall be provided as soon as practicable after the United States has obtained a final title opinion showing title to said land parcels AFN 228733, 258733, 028733, and 598733, vested in the United States and acceptable to the United States Department of Justice.

7. Where operations of this agreement extend beyond the current fiscal year, it is understood that the agreement is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this agreement is not made, the City hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

8. No member of or delegate to Congress or resident commission shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

9. The City warrants that no person or agency has been employed or retained to solicit or secure this document upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to require the City to pay, in addition to the grant price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

10. Each provision of this agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this agreement shall be deemed or determined by competent authority to be invalid or prohibited, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provisions or any other remaining provisions, or of the agreement as a whole.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA

CITY OF ELLENSBURG

By: \_\_\_\_\_

By: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
 ): ss  
County of Kittitas )

On this day personally appeared before me, the undersigned notary, \_\_\_\_\_, known to me to be the individuals whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

WITNESS my hand and official seal on this \_\_\_\_ day of \_\_\_\_\_, 202\_.

(SEAL)

Notary Public in and for the  
State of Washington  
Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

-----

STATE OF WASHINGTON )  
 ): ss  
County of Yakima )

On this day personally appeared before me, the undersigned notary, \_\_\_\_\_, known to me to be the individuals whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

WITNESS my hand and official seal on this \_\_\_\_ day of \_\_\_\_\_, 202\_.

(SEAL)

Notary Public in and for the  
State of Washington  
Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



EXHIBIT A  
UNITED STATES OF AMERICA

TRACT A: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 21 Survey  
filed April 29, 2002, Book 27 of Surveys, pages 148 and 149, Auditor's File No. 200204290002,  
portion of Sections 10, 11 and 14, Township 17 North, Range 18 East, Willamette Meridian,  
County of Kittitas, State of Washington.

EXHIBIT B  
CITY OF ELLENSBURG

TRACT 1: That portion of the East Half of the Northwest Quarter of Section 14, Township 17 North, Range 18 East, W.M., Kittitas County, Washington, which lies Easterly and Northeasterly of the Yakima River and Southwesterly of the Tjossem Ditch right of way.

EXCEPT: Lot 21 of that certain Survey as recorded July 25, 2002 in Book 27 of Surveys at pages 148 and 149, under Auditor's File No. 200207250001, records of Kittitas County, Washington.

TRACT 2: That portion of the Northwest Quarter of the Northeast Quarter of Section 14, Township 17 North, Range 18 East, W.M., Kittitas County, Washington, which lies Southwesterly of the Tjossem Ditch and Southeasterly of the Southeastern boundary of Lot 21 of that certain Survey as recorded July 25, 2002 in Book 27 of Surveys at pages 148 and 149, under Auditor's File No. 200207250001, records of Kittitas County, Washington.

TRACT 3: That portion of the South Half of the Northeast Quarter of Section 14, Township 17 North, Range 18 East, W.M., Kittitas County, Washington, which lies Southwesterly of Tjossem Ditch and Northeasterly of the Yakima River and Southwesterly of the following described line:

Beginning at the Southeast corner of the Northeast Quarter of said Section 14; thence North 88°42' West, along the South boundary of said Section 14, 482.3 feet to the true point of beginning; thence North 56°16' West, 684.0 feet; thence North 23°11' West, 370.4 feet; thence North 43°15' West, 190.6 feet to the right of way of Tjossem Ditch and the terminus of said line.

EXCEPT that portion of the Southeast Quarter of the Northeast Quarter of Section 14 which is described as follows:

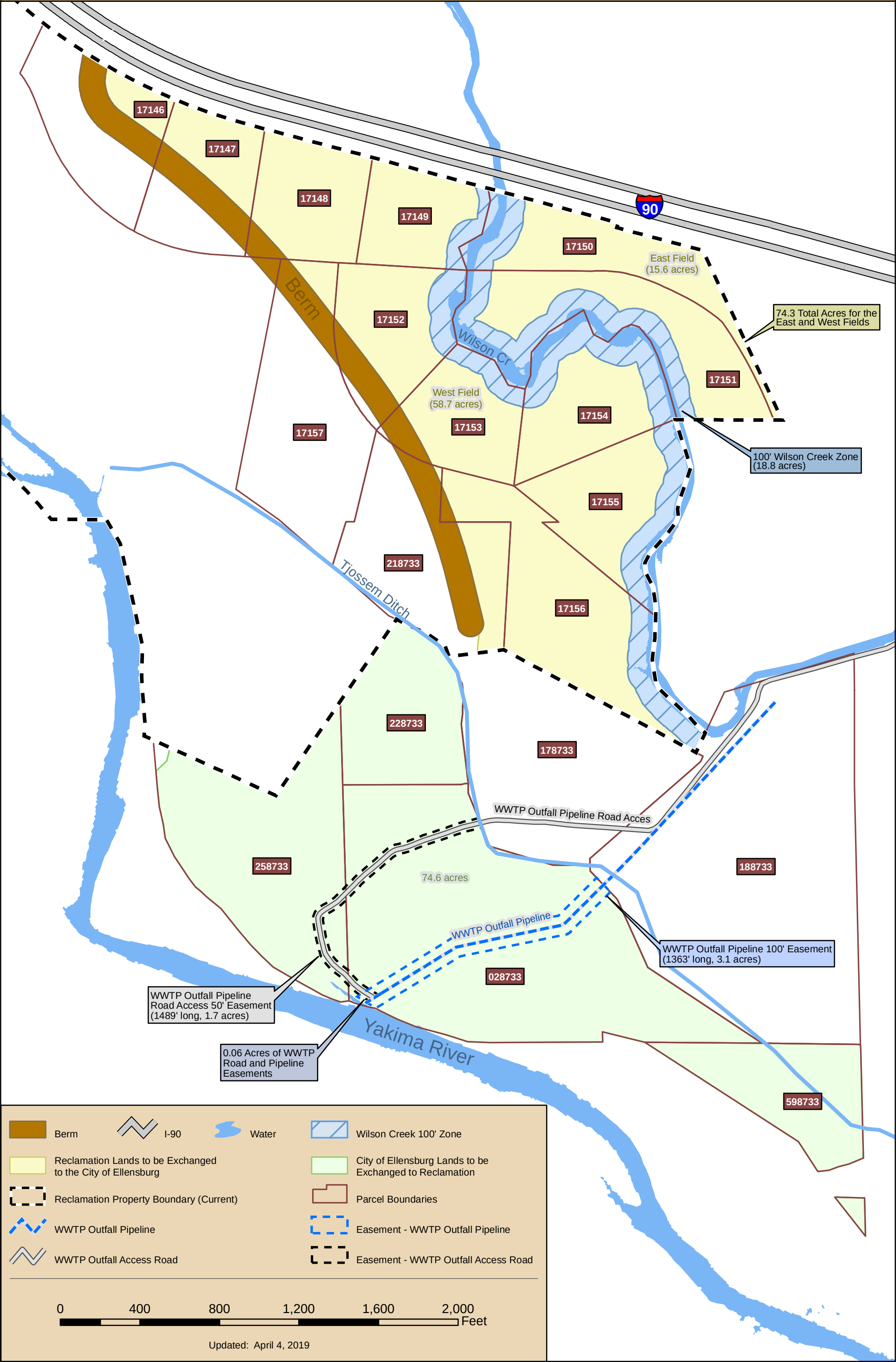
A tract of land bounded by a line beginning at a point on the South boundary line of said quarter of quarter section which is 1099.0 feet West of the Southeast corner of said quarter of quarter section and running thence North 75°00' West, 213.0 feet, more or less, to the West boundary line of said quarter of quarter section; thence South along said boundary line to the Southwest corner of said quarter of quarter section; and thence East on the South boundary line of said quarter of quarter section to the point of beginning.

TRACT 4: That portion of the Northeast Quarter of the Southeast Quarter of Section 14, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, described as follows:

A tract of land bounded by a line beginning at the Northeast corner of said Northeast Quarter of the Southeast Quarter and running thence West on the North boundary line thereof 1099 feet; thence South 57°East, 913 feet; thence South 32°36' East, 618 feet to the East boundary line of said Northeast Quarter of the Southeast Quarter, thence North 1018 feet to the point of beginning.

## EXHIBIT C

# Schaake Land Exchange



UPON RECORDING Return to:  
Bureau of Reclamation  
Attn: Carron Helberg, YAK-5130  
1917 Marsh Road  
Yakima, WA 98901-2058

**ORIGINAL**

Contract No: 19-07-13-L1345  
Legal: SW¼NE¼ and SE¼NW¼ Sec 14, T. 17 N., R. 18 E., W.M.  
Portions of Tax Parcel No: 258733, 028733, 178733

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Columbia-Cascades Area Office/Yakima Field Office  
Schaake Habitat Improvement Project  
Yakima River Basin Water Enhancement Project  
Yakima, Washington

**TERM CONFIRMATION DEED**  
**EXERCISE OF 1890 RIGHT OF WAY**

**THIS RIGHT OF WAY CONFIRMATION**, is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, pursuant to the Act of June 17, 1902 (32 Stat. 388; 43 U.S.C. § 391) and acts amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamation Laws specifically, Title XII of P.L. 103-434, the Yakima River Basin Water Enhancement Project Act, of October 31, 1994, as amended; and, the Act of August 30, 1890, (26 Stat. 391, 43 U.S.C. § 945); by and between the **UNITED STATES OF AMERICA**, hereinafter called the **United States**, by and through the Department of the Interior, Bureau of Reclamation, hereinafter called **Reclamation**, and the **CITY OF ELLENSBURG**, a public entity created and operating under the laws of the State of Washington, hereinafter called **the City**.

WITNESSETH:

WHEREAS, the United States patented the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4), the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) all within Section Fourteen (14), Township Seventeen (17) North, Range Eighteen (18) East, Willamette Meridian, Kittitas County, Washington, to George Mills, Serial Patent No. 1035, dated October 1, 1903, and to James H. Endsley, Serial Patent No. 748, dated September 18, 1891; and,

WHEREAS, said serial patents contained a reservation of right of way for ditches and canals to be constructed under the authority reserved to the United States by the Act of August 30, 1890, (26 Stat. 391, 43 U.S.C. § 945).

NOW THEREFORE, the following grants, rights, and mutual covenants by and between the parties hereto:

1. In consideration of benefits to be derived, the City does hereby confirm and acknowledge that the United States, has exercised a less than fee title term right of way reserved to it under the Act of August 30, 1890. Exercise of the right of way shall allow the United States to construct a berm, install a crossing structure, enhance side channels, remove portions of the existing levee, and install native vegetation in disturbed areas, with the berm construction and the levee deconstruction occurring concurrently during the dry season. The crossing structure will allow access to the United States, its staff and its contractors for its activities and the City access to their facilities including a wastewater outfall pipe and outfall structure. These facilities include a pipeline for wastewater from the City's wastewater treatment facility to the associated outfall, an access road, and a culvert crossing; together with all necessary appurtenances, fixtures, structures, facilities, and devices, used or useful in or related to said work. The exercised right and privilege allow the United States to use or alter said lands for construction, demolition, and support thereof on, over, under and across the following:

The Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) and the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4), all within Section Fourteen (14), Township Seventeen (17) North, Range Eighteen (18) East, W.M. in the County of Kittitas, State of Washington, that are within the Kittitas County Assessor parcel numbers 258733, 028733, and 178733, as depicted on the attached Exhibit A map within the dash-lined area.

2. The City acknowledges that the right of way described herein shall be held by the United States as a less than fee title term right of way and that the fee title of the lands will remain with the City, subject to rights exercised herein or until such time as a land exchange is completed between the two parties and ownership passes from the City to the United States. Further, that exercise of the rights, privilege, and temporary use of said right of way by the United States shall occur only on, over, under, and across the lands herein identified.

3. The exercised right, confirmed herein, shall also include the right to: (a) trim, cut, and remove underbrush and other vegetation, structures, and any other obstructions or obstacles within the limits of the right of way to the extent necessary to accomplish the purposes set out in paragraph 1; (b) store vehicles, equipment, and construction materials; and (c) such other uses requisite in such use.

4. The United States, its successors and assigns, will protect the outfall and pipeline during construction in a good and workmanlike manner. The United States shall pay for damages to the above-described wastewater pipeline facility located thereon. Such payments are subject to the following conditions: (1) damage must have been caused by the United States, its contractors or employees, in the reasonable exercise of the rights granted by this right of way; (2) the amount of such damage shall be determined by a Bureau of Reclamation appraisal; and, (3) that nothing in

this right of way shall be construed as releasing the United States from any liability it might have under the Federal Tort Claims Act. The United States shall not be responsible for losses arising out of or due to non-negligent activities or acts, except as hereinafter stated.

5. The United States will coordinate with the City and their Lessee (Twin City Foods) to minimize impacts to their operations during and from construction.
6. The City hereby releases the United States, its successors and assigns, of all obligations to have a valuation prepared to determine the amount of just compensation for the rights herein granted, and hereby waives all right to just compensation to which the City may be entitled due to the exercise of the United States reserved right.
7. This Confirmation Deed shall be in full force and effect from the date of execution of this instrument by the United States through December 31, 2024, or until an exchange of lands between the parties herein is completed. Upon expiration of the term of this confirmation deed, or the completion of an exchange of ownership, the rights herein granted shall end, cease, and determine.
8. The City, successors and assigns, shall retain the right to use and enjoy said right of way for any purposes which will not interfere with the exercised reserved rights, and privileges herein confirmed in the United States, or endanger any of its property, but such retained rights shall not extend to or include permission to the public to use any part thereof without advance written permission on behalf of the United States or its assigns, during the term of this confirmation deed, or until such time as an exchange is completed.
9. The expense of recording this confirmation deed shall be borne by the United States.

IN WITNESS WHEREOF, the parties hereto have executed this confirmation the day and date first above written.

**LANDOWNER  
CITY OF ELLENSBURG**

By: \_\_\_\_\_  
Ryan Lyyski  
Public Works and Utilities Director  
City of Ellensburg  
501 North Anderson Street  
Ellensburg, WA 98926

**UNITED STATES OF AMERICA**

By: \_\_\_\_\_  
Talmadge Oxford  
Columbia-Cascades Area Manager  
Bureau of Reclamation, C-PN Region  
1917 Marsh Road  
Yakima, WA 98901-2058

## ACKNOWLEDGMENTS

STATE OF WASHINGTON     )  
                                          ) ss  
COUNTY OF KITTITAS     )

On this day personally appeared before me, the undersigned Notary, **Ryan Lyyski**, known to me to be the representative of the **CITY OF ELLENSBURG**, Washington, and the individual whose name is subscribed to the foregoing instrument and acknowledged to me that s/he is authorized to executed the same for the uses and purposes therein expressed, has signed this document as his free and voluntary act or deed.

WITNESS my hand and official seal on this the \_\_\_\_ day of \_\_\_\_\_ 2020.

(SEAL)

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_

Residing at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

\* \* \* \* \*

STATE OF WASHINGTON     )  
                                          ) ss  
COUNTY OF YAKIMA     )

On this day personally appeared before me, the undersigned Notary, \_\_\_\_\_, known to me to be the official of the **UNITED STATES OF AMERICA**, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the United States, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_

Residing at: \_\_\_\_\_

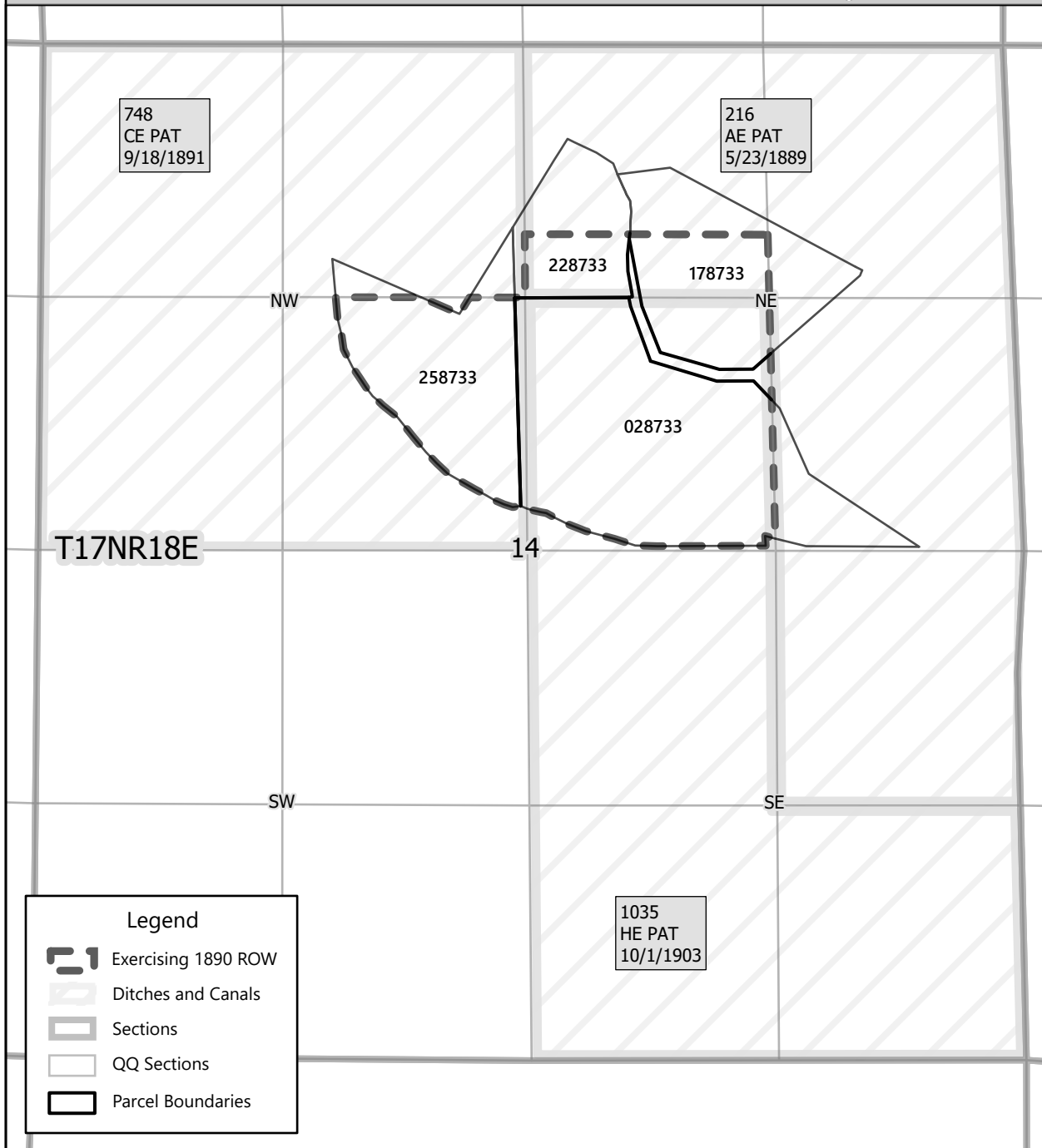
My Commission expires: \_\_\_\_\_



# Schaake Confirmation Deed, Exhibit A



BUREAU OF  
RECLAMATION



## Mapping Information:

Cartography: U.S. Bureau of Reclamation; CCA Office  
 Projection: WA State Plane; North Zone; NAD 83; Survey Feet  
 Date Produced: February 7, 2020 (Last Modified: February 18, 2020)  
 \*DOES NOT MEET NATIONAL MAP ACCURACY STANDARDS

0 400 800 1,200 1,600 Feet



## Metadata:

Section Lines: WA Department of Natural Resources'  
 Wa Public Land Survey Sections, from  
 11/23/2019  
 Parcel Boundaries: Kittitas County parcel database  
 from 6/6/2019  
 Other Land Designations: US Bureau of Reclamation,  
 Yakima Field Office - Realty

## **Update: City Equity and Diversity Initiative**

At the City Council meeting of June 15th, Council discussed the City's response to the Black Lives Matter movement and the protests occurring in the City and throughout the nation. Council members believe that the protests can be a positive catalyst in moving the City forward in addressing racism and equity in the City. Council members agreed to move forward, recognizing that change needed to occur within the City's operations, as well as, in the broader community, and that the first steps should be to listen to those negatively impacted by systemic, implicit, and overt racism and denied equity, and meaningful inclusion in our community.

At that meeting, it was recognized that we must do better in identifying and addressing these issues. Council agreed that the City would move forward by convening an Ad Hoc Committee with representation from the communities most impacted by the lack of equity and the racism which exists in our community. The Committee would identify areas to be addressed, issues to be resolved and make recommendations to Council concerning the needed steps to address the issues raised and build sustainability into the City's work to build a strengthened community built on inclusion, diversity, and equity.

Several people have indicated a willingness to work on the Ad Hoc. However, the Council sub-committee has not been entirely successful in identifying and recruiting representatives from the communities who need to be engaged in the conversation. That lack of success has led the Council committee to recommend a different approach to hearing the concerns of community members and moving the effort forward.

We recommend that the City engage in a listening tour using a variety of tools, such as, Neighborhood Cafes, virtual meetings, on-line surveys, community gatherings, and other relevant platforms. The tour would engage people in conversations focused on building healthy and safe communities of mutual respect. From those conversations, we can begin to see what steps can be taken to address the issues raised within the City and in our community. This critical step engages our community in that effort.

The information gathered by listening to people would be compiled and presented for review by Council. Those recommendations would then provide a framework for the next steps and an action plan to be implemented to effect the needed change while build a sustainable effort to ensure that Ellensburg is a community built on promoting inclusion, diversity, and equity as the path to build strength and vitality now and in the future.

We further recommend that as first steps to formalizing the City's intent to build an inclusive, diverse, and equitable community that Council docket changes in the language of the Comprehensive Plan to reflect the City's commitment and additionally,

commit to the development of a chapter in the Plan which speaks to Inclusion, Diversity, and Equity.

The steps outlined above while commendable take time. It is critical that we do better now. To do so, the Committee recommends the the City initiate an internal assessment of bias, provide training to Council and staff related to bias, and develop a plan to address those issues which arise through assessment and trainings.



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** July 6, 2020

**Item Title/Agenda Subject:** Joint Application with Kittitas County for Department of Commerce Shelter Program Grant

**Submitted by:** John Akers City Manager Department

**Recommended Action or Motion:** Approve submission of a joint application with Kittitas County for Washington Department of Commerce Shelter Program Grant, and also approve a budget adjustment as requested in the report.

**Background/Summary:** HopeSource requested the City jointly apply with Kittitas County for the Department of Commerce, Housing Assistance Unit, Shelter Program Funding authorized through Engrossed Substitute Senate Bill 6168. The Shelter Program Funding is specifically earmarked for the purpose of adding new shelter bed capacity to the community. Through a funding formula, the estimated allocation for Kittitas County is \$128,663.00 and the estimated allocation for the City is \$118,183.00, for a total potential award of \$246,846.00. The funding cycle is for a three-year program.

Jurisdictions that submit a joint application will be awarded a single contract that can be subcontracted to other jurisdictions and organizations and will be eligible for 100% of the estimated allocation combination for both the City and County. Applicants that apply as a stand-alone entity will receive less funding than if they apply jointly. The deadline for submission to the Department of Commerce is July 17, 2020.

By way of additional background on the need for this program, the Annual PIT (Point in Time) Count for Kittitas County for 2020 reported 31 unsheltered homeless individuals (HopeSource Homeless Shelter, Comprehensive Shelter, ASPEN Shelter, and Cold Weather Shelter), and 8 unsheltered individuals on that one-day count in January. As a result of the COVID-19 crisis and Consolidated Homeless Grant expanded funding from the Department of Commerce HopeSource, working closely with the County, the Public Health Officer, and

the cities within Kittitas County, was successful in providing motel units, laundromat vouchers, and restaurant vouchers to quarantine, feed, and provide safe hygiene to 52 homeless adults, veterans, youth, and families with children.

**Previous Council Action:** None.

**Analysis:** HopeSource is proposing to utilize the Shelter Program Funding from the City of Ellensburg and Kittitas County estimated award allocation to add up to 10 new shelter beds to the community through capital purchase of a six unit apartment building in the City with an adjacent one bedroom house. The units have been approved by the Department of Commerce and the Kittitas County Public Health Officer to be converted from market rate housing to enhanced shelter units, which would be available on request to the Public Health Officer for quarantine or isolation of future COVID-19 positive impacted individuals.

The City will need to enter an Interlocal agreement with Kittitas County to transfer the estimated award allocation of \$118,183 to the County, who will add their \$128,663 estimated award allocation to the Shelter Program Funding. Kittitas County would then create a subgrantee contract with HopeSource to utilize the Enhanced Shelter Fund of \$246,846 to operate 10 new shelter units in Kittitas County. HopeSource will adhere to all requirements of ensuring racially equitable access and racially equitable outcomes, no pre-conditions for receiving shelter, training for LGBTQ+ competency, racial equity and trauma informed care, connection to mainstream services including behavioral health, chemical dependency, outreach to unsheltered, education or workforce training, employment services, operate consistently with the county local homeless housing plan, and will enter all client data into the Homeless Management Information System.

**Financial Impact:** There is no matching requirement for the grant, and therefore no impact to City fund balances. A budget adjustment is required to include expenditure authority for the grants funds (if awarded) in the 2020 budget.

**Attachments:**  
[Shelter Program Overview June 2020](#)



# Shelter Program Overview

The Department of Commerce (Commerce) intends for communities to use equitable and creative approaches to develop or expand shelter programs and bring people inside with a goal of exiting participants to permanent housing quickly.

Funds will be awarded for a three-year period: August 2020 to June 2023.

## Program Requirements

1. Shelter program will enact strategies to ensure racially equitable access and racially equitable outcomes at exit.
2. Shelter rules and policies do not include pre-conditions for receiving shelter, and are narrowly focused on maintaining a safe environment for residents and the community and avoiding exits to unsheltered homelessness.
3. Shelter staff are trained on LGBTQ+ competency, racial equity and how to implement trauma informed care.
4. Shelter program provides outreach to unsheltered individuals.
5. Shelter program provides residents with housing stability focused services, including diversion and problem solving. Shelter programs connect shelter residents to mainstream services including behavioral health, chemical dependency, education or workforce training, employment services and permanent supportive housing.
6. Shelter must be available for occupancy by December 2020. In special circumstances, Commerce will consider approval of later occupancy dates. Commerce intends to recapture and redistribute funds for shelters not available for occupancy by the December deadline.
7. Shelter program is consistent with county local homeless housing plans.
8. Direct service providers must enter client data into the Homeless Management Information System.

## Eligible Types of Shelter

For the purpose of this grant, shelter facilities are defined as:

- Emergency Shelter Facility: a building locally permitted to provide emergency shelter for people experiencing homelessness. Examples include: re-use of existing buildings and new buildings. This designation requires a certificate of occupancy issued by the local jurisdiction.
- Temporary Shelter Site: structure(s) or location locally permitted to provide temporary shelter for people experiencing homelessness. Tents or "tent cities" are an example of a temporary shelter. This designation requires use approval, as required by local jurisdiction. This could be conditional or temporary use permits, or a zoning letter stating approvals required.

Hotels, motels, dormitories and efficiency dwelling units or apartments are allowable types of shelter facilities. If an emergency shelter hotel/motel voucher model is used, programs must be able to ensure access to a set number of hotel/motel beds 365 days a year.

Given the context of COVID-19, traditional models of congregate shelter services may not be appropriate. For not only this reason, sites utilizing temporary shelter structures referred to as "tiny shelters" or "tiny homes" are allowable, in addition to other models that meet minimum standards of safety and dignity.

All shelters must implement applicable COVID-19 Washington State Department of Health recommendations and Centers for Disease Control and Prevention COVID-19 [Guidance](#) for Shared of Congregate Housing. Shelter facilities must obtain approval by the relevant local public health jurisdiction, Public Health Officer, County Medical Director or Department of Public Health Director prior to occupancy of shelter.

## Eligible Costs

Commerce will reimburse for new beds<sup>1</sup> created on and after January 1, 2020.

Commerce will reimburse up to \$56 per day per net additional person sheltered above the baseline of shelter occupancy prior to the award of funding.

Eligible uses of funds include:

- Shelter operations including housing case management, navigation to other services, outreach related to bringing unsheltered individuals inside and efforts to address potential impacts of shelter on surrounding neighborhoods
  - Supporting shelter residents with move-in costs and other flexible funds are allowable costs, if those costs directly help participants exit homelessness and obtain housing. Flexible funds will be reimbursed as part of the \$56 per day reimbursement rate paid for people while in shelter.
- Shelter maintenance
- Capital improvements and construction
- Shelter rent and loan repayment

---

<sup>1</sup> Examples of new beds include tents converted to tiny shelters/homes, seasonal or temporary beds converted to permanent beds or nightly drop-in beds converted to 24-hour beds.

Commerce will reimburse up to \$10,000 per shelter bed prior to occupancy for costs associated with creating additional shelter capacity or improving existing shelters to improve occupancy rates and positive outcomes.

Eligible costs prior to occupancy include:

- Acquisition and construction
- Equipment
- Staff costs
- Other costs directly related to creating additional shelter capacity

## Service Provision

### Rules and Policies

Shelter programs must have realistic and clear expectations. Rules and policies must be narrowly focused on maintaining a safe environment for residents and the community and avoiding exits to homelessness. Shelter programs must have flexible intake schedules and require minimal documentation. At the minimum, people must not be screened out based on the following criteria<sup>2</sup>:

- Having little or no income
- Having poor credit or financial history
- Having poor or lack of rental history
- Having involvement with criminal justice system
- Having active or a history of alcohol and/or substance use\*
- Having a history of victimization
- The type or extent of disability-related services or supports that are needed
- Lacking identification or proof of U.S. Residency Status
- Other behaviors that are perceived as indicating a lack of "housing readiness," including resistance to receiving services

Shelters must be oriented toward exiting to people to permanent housing, and may not have stay limits. Residents must not be exited to homelessness solely due to the number of days spent residing at shelter.

Shelter programs must not require participants to pay a share of rent.

Participants must not be terminated from the program for the following reasons:

- Failure to participate in supportive services or treatment programs
- Failure to make progress on a housing stability plan
- Alcohol and/or substance abuse in and of itself is not considered a reason for termination (does not apply to sobriety/recovery focused shelter)\*

\*Each county should provide access to shelter that is realistically accessible to the diversity of people experiencing unsheltered homelessness. For many people, sobriety-based shelter is appropriate as they work to address dependence. Research is clear that some people will not be able to maintain sobriety, even with the threat of becoming unsheltered, and as a result would be ejected into unsheltered homelessness if sobriety-based shelter is the only option. As a condition of receiving this funding, jurisdictions will be required to

---

<sup>2</sup> Shelter programs serving minors will follow guidance on shelter rules and policies from the Office of Homeless Youth.



provide shelter options that do not require sobriety as a condition of program enrollment proportionate to the requests for such placements.

### **Housing Stability Focused Services and Case Management**

Housing case management is driven by the needs of the resident, is flexible, uses a strengths-based approach and is focused on obtaining housing.

### **Diversion and Problem-Solving**

Diversion is a creative problem-solving approach to help people resolve their housing crisis, ideally before entering the crisis response system. Diversion uses exploratory conversations to help people identify realistic housing options based on their own resources. Diversion is often accompanied with short-term services including one-time financial assistance.

Diversion approaches will be utilized prior to program entry and throughout a resident's shelter stay.

### **Racially Equitable Access and Outcomes**

Shelter programs must develop and implement strategies to prevent racial inequities in who is served and program outcomes. Strategies must include policies and procedures that promote:

- Hiring and promoting both frontline and management staff who reflect the racial, cultural and language demographics of the population being served
- Implementing inclusive programming by intentionally seeking and utilizing input from the population being served
- Working with HAU staff to develop measures of equitable outcomes and address disparities

### **Program Contact:**

- Megan Kendig
- Email: [megan.kendig@commerce.wa.gov](mailto:megan.kendig@commerce.wa.gov)

### **Program webpage:**

<https://www.commerce.wa.gov/serving-communities/homelessness/office-of-family-and-adult-homelessness/shelter-program/>



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** July 6, 2020

**Item Title/Agenda Subject:** Authorize Budget Amendments for the Ellensburg Police Department Renovation & Additions Construction Project - Bid Call 2019-01

**Submitted by:** Lathan Wedin Police

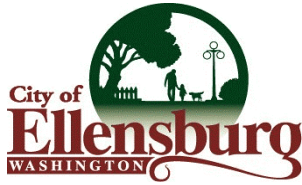
**Recommended Action or Motion:** Approve the necessary budget adjustments

**Background/Summary:** The Ellensburg Police Department Renovations & Additions project is progressing on schedule and on budget with substantial construction completion anticipated in mid-July 2020. The remaining obligations and work required to complete the project need 2020 City Council funding authority to utilize pre-approved property sales revenue and earmarked construction sales tax from 2019 and 2020.

**Previous Council Action:** Approval of Ellensburg Police Department renovation & additions capital construction project and construction contingencies in April 2019

**Analysis:** The Ellensburg Police Department Renovation & Additions project is wrapping up construction and City Council funding authorization in the amount of \$691,000.00 is needed in order to fund remaining project adjustments and contingencies up to this point in construction and for the closeout process of the project through the remainder of fiscal year 2020.

**Financial Impact:** Adequate funds exist from previously approved property sales and construction sales tax earmarked to the Capital Improvement Projects Fund to cover the cost of all current liabilities needed to complete the project. Budget adjustments, to provide adequate expenditure authority, are necessary to accommodate completion of the project in 2020.



# MANAGER'S REPORT

**DATE:** July 6, 2020  
**To:** Ellensburg City Council  
**FROM:** John Akers, City Manager

---

## 1. Waste Management Summer Cleanup Days.

The Waste Management contract with the City of Ellensburg provides for a fall and spring waste disposal coupon program. As Council is aware, the spring program was scheduled for April 11 – 18; however was subsequently delayed due to COVID-19. Waste Management and staff have rescheduled the event for July 11 - 18. The coupons are valid for each Waste Management customer (one per subscribing household) to self-haul to the County Transfer Station. Customers are required to show proof of residency. Coupons are currently being mailed out and are available at City Hall. The event is now open to Waste Management customers included in the recent annexation.

## 2. Set Public Hearing for July 20, 2020

Council previously set a public hearing for July 6, 2020 to consider surplus of property. Staff needed additional time to conduct required notifications. Staff requests Council set new public hearing date to conduct the public hearing in accordance with the provisions of Chapter 2.06 ECC, for the purpose of declaring as surplus to the City's needs two (2) parcels located east of 1270 Look Road, Kittitas County, Washington and a residential structure located at 7640 Highway 10, Kittitas County, Washington.