

COUNCIL AGENDA

Monday, October 19, 2020



In-person attendance at public meetings is currently prohibited per the Washington Governor's Proclamation No. 20-28.11. Ellensburg City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at ectv2.com.

GUIDELINES FOR PUBLIC PARTICIPATION – ONLINE CITY COUNCIL MEETING

As a result of the threat posed by COVID-19, City is following the mandates from state and county public health officials to take all efforts to prevent the spread of this virus. In compliance with the Governor's Emergency Proclamation 20-28.11, and in the interest of the safety and welfare of the public, the community, and our employees and to limit the spread of the virus, ***this City Council meeting will not be open to in-person attendance.*** Council will be attending this meeting remotely via video conference. All City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at www.ectv2.com. You may also attend by phone, only, and listen to the meeting by following the registration instructions under "Remote testimony during the meeting," below. Once you register, you will be sent a meeting invite with a phone number for the meeting.

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

- **Written comments submitted in advance of meeting**
Submit written comments by mail to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or via email to: leaderb@ci.ellensburg.wa.us. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Comments for public hearings**
Written comments must be received by the City Clerk by 5 p.m. on the meeting date. Comments can either be mailed to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or sent via email to: leaderb@ci.ellensburg.wa.us. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Remote comments or attendance during the meeting**
Advance registration is required to testify. Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Register for the meeting at: https://us02web.zoom.us/webinar/register/WN_-GsoUy2JQbyEipqliAiepw. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).

PROCEDURE FOR PARTICIPATION DURING MEETING

1. 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.
2. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
3. The Mayor will identify the agenda item and ask if anyone wishes to speak on the matter.
4. Any interested person may provide comments on: 1) under Item 7 for non-agenda items. or 2) any listed 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. Raising your hand signals the moderator that you wish to speak.
 - b) Wait to be called upon by the Mayor using your name, e-mail, or phone number used to

log in to the teleconference.

5. Please state your name, address, and whether you are representing only yourself or others.
6. Each speaker's comments are to be limited to 3 MINUTES.
7. Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.
8. Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office, or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).

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

CONSENT AGENDA

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

AGENDA ITEMS

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

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, October 19, 2020
7:00 PM - Regular Meeting**

1. Call to Order and Roll Call

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

5. Consent Agenda

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

- | | |
|---|----|
| 5.A Approve Minutes of the October 5, 2020 Regular Meeting
10-5-20 Council Minutes | 7 |
| 5.B Acknowledge Minutes of Arts Commission - September 17, 2020
9-17-20 Arts Commission Minutes | 12 |
| 5.C Acknowledge Minutes of Landmarks and Design Commission - September 15, 2020
9-15-20 Landmarks and Design Commission Minutes | 14 |
| 5.D Acknowledge Minutes of Library Board - September 15, 2020
9-15-20 Library Board minutes | 19 |
| 5.E Acknowledge Minutes of Lodging Tax Advisory Committee - September 8, 2020
9-8-20 Lodging Tax Minutes | 20 |
| 5.F Agreement for Professional Services for the Engineering and Design of the Anderson Road Sewer Extension Project.
Century West Engineering Professional Services Agreement | 23 |
| 5.G Gateway Design Contract with Osborn Consulting Amendment No. 1
Signed Agreement Osborn Consulting(August 2019)
City of Ellensburg Gateway - Amendment 1 to Osborn PSA | 41 |
| 5.H Authorize the City Manager to sign an Agreement for Professional Services for the Natural Gas System Plan Update
EN Professional Services Agreement | 69 |

5.I	Agreement with Kittitas County Chamber of Commerce for Tourism and Visitor Information Center (VIC) Operations. PSA with Chamber - Tourism Marketing-Advertising and VIC Operations 2021-2022	92
5.J	Official Newspaper Contract Bid Award	109
5.K	Approve October 19, 2020 Voucher Listing 10-19-20 Voucher Listing	110
6.	Petitions, Protests, and Communications	
6.A	COVID-19 Update	
6.B	FISH Update & Annual Report	
7.	Citizen Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
8.A	Resolution to Approve Preliminary Plat Application (P19-147) for Ellensburg Flats Subdivision (Quasi-judicial Closed Record Hearing) P19-147 Index of Exhibits P19-147 EXHIBITS Resolution re P19-147 Ellensburg Flats Preliminary Plat	111
8.B	Resolution to Approve Siting of Essential Public Facility (P20-010) Kittitas County Transfer Station - Legislative Open Record Public Hearing P20-010 Index of Exhibits P20-010 Exhibits P20-010 Resolution	221
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Proposed Ordinance Traffic Code Revisions City bus zone Lincoln Title 8 Traffic - school bus parking on Walnut	277
9.B	Resolution to Allow Sole Source Purchase of Itron Electrical Meters Resolution to approve Sole Source purchase of electric meters	287
9.C	Resolution to approve Sole Source Purchase of 2 inch and Smaller Water Meters Resolution to approve sole source purchase of 2 inch and Smaller Water Meters	291
9.D	Resolution to allow Sole Source the Purchase of 3 inch and Larger Water Meters	294

Resolution to Approve Sole Source Purchase of 3 inch and Larger Water Meters

9.E Resolution to Sole Source Purchase of Ultra-Violet Disinfection Lamps 297
Resolution for Sole Source Purchase of UV Lamps

9.F Resolution to approve Purchase and Sale Agreement with Trinity Farms Land LLC
for the disposal of Surplus Water Division Property, Parcel #554434 300
Resolution 2020- Approving Sale of PW Surplus Lot #554434 (10-19-20)

10. Unfinished Business

11. New Business

12. Miscellaneous

12.A 2019 Ellensburg Police Department Annual Report 313
2019 Annual Report

12.B Manager's Report 332
10-19-20 Manager's Report

12.C Councilmembers' Reports

13. Executive Session

14. Adjournment

Next Ord. 4860
Next Res. 2020-24



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

October 5, 2020

7:00 PM

Held Remotely per Governor Inslee's

Proclamation 20-28.11

1. Call to Order and Roll Call

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

City Manager Akers; Assistant City Attorney Reiman; City Clerk Leader; Executive Assistant Gigstead; Finance Director Pascoe; Sr. Financial Analyst Bassett; Community Development Director Sackett; Planning Manager Ayling; Public Health Officer Dr. Mark Larson and approximately eight members of the public

2. Proclamations

2.A. Public Natural Gas and Power Week

Councilmember Morgan read the Proclamation for Public Natural Gas and Power Week

Councilmember Mary Morgan moved to Approve the Mayor's signature on the Proclamation for Public Natural Gas and Power Week. **Motion Approved 7-0.**

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Nancy Lillquist moved to Approve the removal of Item 5.A from the Consent Agenda and move to Item 11.E. **Motion Approved 7-0.**

Councilmember Mary Morgan moved to Approve the Agenda as amended. **Motion Approved 7-0.**

5. Consent Agenda

5.A. Approve Minutes of the September 21, 2020 Regular City Council Meeting – **MOVED TO ITEM 11.E**

5.B. Acknowledge Minutes of the Environmental Commission - June 17 and August 19, 2020

5.C. Acknowledge Minutes of the Landmarks and Design Commission - August 4 and 18, 2020

5.D. Acknowledge Minutes of the Public Transit Advisory Committee - August 18, 2020

5.E. Acknowledge Minutes of the Utility Advisory Committee - August 20, 2020

5.F Agreement for Professional Services for the Engineering and Design of the 5th Ave & Railroad Ave Signalization Project

5.G. Approve October 5, 2020 Voucher Listing

Councilmember Mary Morgan moved to Approve the Consent Agenda as amended. **Motion Approved 7-0.**

6. Petitions, Protests, and Communications

6.A. COVID-19 Update

Dr. Mark Larson was present to give an update on current cases and status of CWU students. He spoke about Ellensburg School District opening to in person classes this week. There was discussion about distribution of Halloween candy and events scheduled throughout Ellensburg.

6.B. Board and Commission Applications

Sathy Rajendran was present to introduce himself and spoke about his interest in serving on the Planning Commission.

Mayor Tabb recommended appointing Sathy Rajendran to the Planning Commission and DeJon DeMille to the Parks and Recreation Commission.

Councilmember Mary Morgan moved to Approve Council accept the Mayor's appointment of DeJon DeMille to the Parks and Recreation Commission and Sathy Rajendran to the Planning Commission. **Motion Approved 7-0.**

7. Citizen Comment on Non-agenda Issues

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

10. Unfinished Business

11. New Business

11.A. Notice of Intention to Commence Annexation Proceedings – Parcels 258133, 018133, 038133 and 058133

Jamey Ayling, Planning Manager, reviewed the information in the staff report and reviewed the map, showing the four lots affected.

Councilmember Mary Morgan moved to Approve setting the annexation area as presented, direct simultaneous adoption of zoning as provided in the agenda report and require assumption of all or any portion of existing city or town indebtedness by the area to be annexed. **Motion Approved 7-0.**

11.B. Notice of Intent to Commence Annexation Proceedings – Parcel 10876 located at 1211 Sanders Road

Jamey Ayling, Planning Manager, presented information in the staff report and reviewed the location on the map.

Councilmember Mary Morgan moved to Approve setting the annexation as presented, direct simultaneous adoption of zoning as provided in the agenda report and require assumption of all or of any portion of existing city or town indebtedness by the area to be annexed. **Motion Approved 7-0.**

11.C. 2021-2022 Preliminary Budget Revenue Estimates

Keith Bassett, Sr. Financial Analyst/Budget Officer, presented information in the staff report, reviewed revised revenues, and forecasted revenues for budget years 2021 and 2022. He also reviewed Budget Development Available Resources by Fund. No action was needed and was for information only.

11.D. Report of the Ellensburg City Council Equity, Diversity and Arts Subcommittee

Councilmember Engel reviewed the information and spoke regarding a short term, small scale project to be done on the windows at the downtown visitor center. Action to be taken would be to direct the Arts Commission to conduct a call for artists and consider creation of an 'Equity and Diversity' themed art program.

Betty Douglas, 315 W Helena Ave., commented regarding the use of the building as a visitor information center and the potential of it being demolished.

Theresa Plue, 140 Woodhouse Loop, representing herself, commented regarding a public disclosure request she is still waiting for information on and questioned the process for inclusion, diversity and equity projects.

Councilmember Engel explained the process the subcommittee utilized for moving forward with a project.

Theresa Plue, 140 Woodhouse Loop, commented regarding the Comprehensive Plan amendment process and questioned why the project needed to be completed by the end of the year.

Councilmember Mary Morgan moved to Approve the "Call for Art" process in Item 1 as outlined on pages 80 and 81 in the Agenda Packet. **Motion Approved 7-0.**

Council discussed ideas for Item 2 and consensus was to consider options from the sub-committee a future meeting.

11.E. Approve Minutes of the September 21, 2020 Regular City Council Meeting

Councilmember Lillquist requested to amend the name “Inclusion, Diversity and Equity sub-committee” under Councilmember Engel, Councilmember Lamb and Councilmember Miller's reports to “Equity, Diversity and Arts sub-committee” in the September 21, 2020 minutes.

Councilmember Nancy Lillquist moved to Amend the September 21, 2020 Council Minutes under Councilmember Reports, for Councilmembers Engel, Lamb and Miller; that the sub-committee name be changed to Diversity, Equity and Arts sub-committee. **Motion Approved 7-0.**

12. Miscellaneous

12.A. Manager's Report

The City Manager reviewed the Manager's Report. He stated two public hearings have been set for October 19, 2020 for consideration of a Type IV Preliminary Plat #P19-147 and Type V Siting of Essential Public Facility #P20-010.

He requested Council also set public hearings for the following dates:

Nov 2, 2020 - 2021 Proposed Revenue Sources including 2021 Property Tax Levy

Nov 2, 2020 - Preliminary Budget Hearing

Nov 16, 2020 - Final Budget Hearing

Councilmember Mary Morgan moved to Approve setting public hearings for Nov 2, 2020 for 2021 Proposed Revenue Sources, 2021 Property Tax Levy and Preliminary Budget Hearing and November 16, 2020 for Final Budget Hearing. **Motion Approved 7-0.**

It was requested Council set a Special Meeting for Wednesday, November 18, 2020 at 3 pm, for a joint meeting with the CWU Executive Board.

Councilmember David Miller moved to Approve setting a Special Meeting with the CWU Executive Board for November 18, 2020 from 3 to 4:30 pm. **Motion Approved 7-0.**

12.B. Councilmembers' Reports

- Councilmember Goodloe gave an update on the Inclusion, Diversity and Equity sub-committee; she reported on renovations being done on a CWU building for future meeting/reception area;
- Councilmember Miller asked Council for information regarding citizen votes being counted;
- Councilmember Morgan reported that George Long has been hired as the new KITTCOM Director

13. Executive Session

14. Adjournment

Motion to adjourn at 8:55 pm

Mayor

ATTEST: _____

City Clerk



ELLENSBURG ARTS COMMISSION MINUTES
September 17, 2020 4:00pm
ZOOM Call

Commissioners Present: Alex Eyre, Monica Miller, Brian Kooser, Cassandra Town, Laura Bobovski

Commissioners/Others Absent: Jerry Dougherty (excused), Arlein Anderson (excused),

Others Present: Staff Josephine Camarillo and Kirsten Sackett, Carolyn Honeycutt
Council Liaison Tristen Lamb

Call to Order: Chair Eyre called the meeting to order at 4:03pm

Guests: Carolyn Honeycutt

Approval of Agenda:

Town motions to accept; seconded Kooser. Approved.

Approval of August 13, 2020 Minutes: Town motioned to accept both minutes, seconded Bobovski. Approved.

Citizen Comment on Non-Agenda Items – None

Budget/Financial Report

Confirmed that funds up to \$60,000 are available for Creative Relief grant, but \$40,000 was approved to be distributed.

New Business – Admin staff: Josephine will take care of all administrative paperwork and Kirsten will be a liaison with City staff.

Old Business

Creative Relief Fund Grant Applications: Article will be written in Daily Record announcing award winners. Prior to Carolyn leaving, there was question regarding some applicants not living within City limits but their business being in City limits and if they qualified for the grant or not. Carolyn spoke with City Manager for further clarification and he said that applicant that live outside city limits, with city business and live in UGA qualify for the grant. Commission will move forward with current award grantees and a possible second grant round will be discussed at next meeting. Subcommittee will look over other applicants.

For current grant award winners, they cannot receive their monies till after they sign their grant agreement. Agreements are in the process of being completed and will be mailed out. Josephine will notify applicants that did not receive an award.

Bus Shelters:

Public Art Sub Committee will meet to discuss location of 11th bus shelter and bring location recommendation to the board. Artwork will be completed within two months.

Subcommittee Business

1. Funding- Annual grant cycle will open October 1, 2020 and will close October 30, 2020. Josephine will receive all applications. Commission will review applications prior to November 12 meeting for final vote. Final application for upload will be sent to Josephine and Margaret.
2. Public Art – Alex needs name and title of art work from the Juried Art Show.
3. Advocacy/Public Relations – Article about Creative Relief grant will also include announcement of Annual Grant Cycle.
4. Art Walk – Bobovski will draft letter to venues letting them know their 2020 dues will be carried over to 2021.

Unscheduled Business

None

Announcements Virtual Paint Ellensburg, September 26th at 6pm via YouTube. Farmers Market will host 4 parades.

Adjourned Chair adjourned the meeting at 5:07pm.

Next Meeting: October 8, 2020

Drafted: 9/17/2020

Approved: 9/17/20

Respectfully submitted by: Josephine Camarillo, Staff



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

MINUTES OF THE LANDMARKS & DESIGN COMMISSION REGULAR MEETING

Date and Time: Tuesday, September 15, 2020, 5:45 p.m.
Place of Meeting: Remote Meeting via Zoom
Present: Members: Chairwoman Mollie Edson, Dorothy Stanley, Marty Blackson, Amy McCoy
Absent: Megan West, Marc Brown
Others Present: Jamey Ayling, Planning Manager; Kirsten Sackett, Community Development Director; and three members of the public

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

1. Call to order and roll call of members

Meeting called to order by Vice-Chairwoman McCoy at 5:45 pm. Commissioner Blackson seconded

All in favor, motion passed.

2. Approval of the agenda

Vice-Chair accepted a recommendation from Planning Manager Ayling to move Old Business to be the first item on the agenda. Commissioner Stanley made a motion to approve the agenda as amended. Edson seconded. All in favor, motion passed.

All in favor, motion passed.

3. Approval of the minutes of the Meeting of August 18, 2020.

Commissioner Stanley made a motion to approve the minutes of August 18, 2020. Commissioner Edson seconded.

All in favor, motion passed.

4. Old Business

- a. Continued Public Hearing for consideration of Special Valuation (P20-046), submitted by Darren and Jenny Reid, for the Munson-Potts House (ca. 1909), located at 1001 N. C St. Ellensburg, WA**

Vice-Chair McCoy re-opened the public hearing and explained the procedures of the hearing. No issues were raised, and no one in the audience objected to the participation of any of the Commissioners.

Planning Manager Ayling noted that this was a continuation of the public hearing from the previous meeting. He said there were two items left in the balance, the first of which was the

percentage of the budget to be removed to account for the valuation of the garage, which would not be applicable to the special valuation. The original amount proposed by staff was a 41% proportion, and it was discussed during the meeting that 41% may not be accurate as the garage is mostly open, unfinished space. After the meeting, Staff re-reviewed the \$378,806.12 figure which was represented by the applicant as the cost of rehabilitation. With an assessed land value of \$198,850, the valuation amount equivalates to 190% of the assessed value of the property.

The other outstanding question from the previous meeting was whether homeowner labor could be included in the valuation. Ayling reached out to DAHP for a response to this question, and in short, the labor does not qualify. It would only count if the homeowner were also a licensed contractor and those hours were charged and accounted for in the contractors federal wage reporting.

The assessor said that the special valuation amount is a fixed number. The total assessed value of the property can fluctuate over the 10 years, but wouldn't have much of an impact on the Special Valuation of the property over that time.

With those numbers fleshed out, Staff is recommending that the Special Valuation be approved. The Code requirements have been reviewed and the application does meet all four of the criteria of RCW 84.26.030. Staff further recommends approval with several conditions as outlined in the staff report. He also read through the Findings of Fact as described in the staff report.

The applicant, Darren Reid, had nothing further to add.

Vice-Chair McCoy asked if there were any questions from the public. No one spoke. Neither Staff nor the applicant had anything to add.

The Commission members did not have any questions of staff or the applicant. Vice-Chair McCoy closed the public hearing. Edson asked that because Jamey read the Finding of Fact into the record they don't have to restate those in the motion. Director Sackett affirmed that they would not have to re-read the findings, however the motion maker should state in their motion in accordance with the findings of fact already stated by staff they make the motion.

Edson stated that in accordance with the Findings of Fact as outlined by Staff, that she would make a motion to approve the special valuation including the following conditions as recommended by staff. Per RCW 84.26.050(2)(a) thru (e):

- a. Monitor the property for its continued qualification for the special valuation;
- b. Comply with rehabilitation plans and minimum standards of maintenance as defined in the agreement;
- c. Make the historic aspects of the property accessible to public view one day a year, if the property is not visible from the public right-of-way;
- d. Apply to the local review board for approval or denial of any demolition or alteration; and
- e. Comply with any other provisions in the original agreement as may be appropriate.
- f. Applicant shall submit a notarized budget to the Community Development Department prior to finalizing the Special Valuations Agreement.

Blackson seconded.

All in favor; motion passed.

5. New Business

- a. **Public Hearing for Consideration of a Certificate of Appropriateness (P20-077), submitted by Eric Carr, for the replacement of an existing sign with a new sign of a different size and color at the entrance of the Church of Jesus Christ of Latter Day Saints Institute of Religion building located at 907 Wildcat Way, Ellensburg, Parcel ID # 373434**

Vice-Chair McCoy opened the public hearing and explained the procedures of the hearing. No issues were raised, and no one in the audience objected to the participation of any of the Commissioners.

Planning Manager Ayling presented the staff report and shared his screen to display the application exhibits. He stated that this application was submitted by Eric Carr seeking approval to install a replacement sign at the entrance to the Church of Jesus Christ of Latter Day Saints Institute of Religion building located at 907 Wildcat Way. The building itself is not a contributing structure, but is within the boundaries of the First Railroad Addition National Register District and the Local Register Historic District.

This review is required per ECC 15.280. The review is required of all exterior features. It is also required per the Sign Code 3.12.200(B).

The existing sign is located to the left of the entrance door, and has a black background with gold lettering. The new sign would be smaller in size, and would be a sunset granite stone with black lettering. Photos of the proposed signage and placement location were displayed. Staff finds that the proposal would not detract from the historic character of the district, and that the proposal is recommended for approval.

Ayling read through the Findings of Fact as outlined in the staff report.

The applicant did not have anything to add.

The floor was opened to testimony from the public, but there was none. Staff did not have anything to add, and neither did the applicant.

Vice-Chair McCoy asked if the Commissioners had any questions. There were no questions and McCoy closed the public hearing.

Edson proposed a motion to accept the Findings of Fact as stated by staff, and that the LDC approve the COA as submitted with no conditions. Stanley seconded.

There was no discussion.

All in favor, motion passed.

- b. **Public Hearing for Consideration of a Certificate of Appropriateness (P20-078), submitted by Steven Weidenbach, for the exterior improvements to the McCormack Building located at 200 E 4th Ave. Ellensburg, Parcel ID # 557033**

Vice-Chair McCoy opened the public hearing and explained the procedures of the hearing. McCoy noted that she is a customer of American Family Insurance, but she does not feel that would prevent her from making a fair and impartial decision. No other issues were raised, and no one in the audience objected to the participation of any of the Commissioners.

Planning Manager Ayling presented the staff report stating that this application is a request to make several exterior modifications to the McCormack building located at 200 E. 4th Ave. He noted that this is in the C-C zone, and is on the southeast corner of 4th and N. Pine Street. The building is located within both the National Downtown District and the Local District, and the building is a contributing structure.

Ayling said that the owner is proposing to make several improvements to the exterior of the property as displayed in Exhibit B.5 of the packet. This includes re-stuccoing the exterior, repairing and/or replacing the metal frames around the windows and replacing the boarded windows with glass. He will also remove existing canvas awnings. The intention is to replace the materials as he can, or use like materials, to return it to the Art Deco style.

Ayling stated that the review is required per ECC 15.080.090A. Originally, the proposal included a sign element, but that proposal has been removed for now in order to move forward with the stucco work.

He said that the exhibits submitted by the applicant display the deteriorating windows. The criteria have been reviewed and Staff is recommending approval of the improvements with one condition as outlined in the staff report. He also read through the Findings of Fact as found in the staff report.

Edson asked if the applicant will be coming back for review of the proposed signage at a later time, and Ayling stated that a review by the LDC would be required.

Applicant Steve Weidenbach said that he spent a lot of energy in developing the proposal. He spent a lot of time with Sadie Thayer at the Historical Museum. He found that there are not many photos of this structure. They will use as many of the existing frames as possible. For the frames that cannot be re-used, he has also been working with Western Metals to create frames from scratch that would look like the rest of the frames. He also working with a contractor who has done stucco on several other buildings in the downtown area. The colors are suggested by Ross Anderson and Sadie Thayer. Right now every wall and line of the building has a different color, so the proposal is to align the colors with the khaki color with black accents.

Weidenbach asked Ayling for clarification on the recommended condition. Ayling re-stated the condition that the existing frames be used, and that the applicant follow the Secretary of the Interior's Standards in the preservation of those frames.

McCoy opened the floor to testimony from the public. There was none. Neither Staff nor the applicant had anything to add. Vice-Chair McCoy asked if the Commissioners had any questions. There were no questions. McCoy closed the public hearing.

Commissioner Blackson made a motion to accept the proposal with the Findings of Fact presented by staff. Stanley seconded.

All in favor; motion passed.

Blackson then made a motion to approve the Certificate of Appropriateness with the following condition as recommended by Staff:

1. The applicant shall perform work on the existing window frames using the best available procedures per the Secretary of Interior's Standards for the Treatment of Historic

Properties, *Preservation Brief 13: The Repair and Thermal Upgrading of Historic Steel Windows* to ensure that the historic integrity of the building is preserved.

Commissioner Stanley seconded the motion.

All in favor; motion passed.

5) Citizen Comment

6) Staff Update/Discussion Items

Ayling said that we do have one application to be reviewed at the next meeting. He said we have also received another Special Valuation request, but which would not be ready in time for the next meeting.

7) Commission Representative Updates.

Edson asked about the status of the demolition ordinance. Sackett said the consultant was back on board to work on the ordinance, and she has already provided a first draft of the ordinance back to staff. She explained that the work would be reviewed by the Landmarks and Design Commission, and once the LDC approves of it, the proposed ordinance will go through public hearings with the Planning Commission and City Council.

McCoy asked about the status of the art on the New York Café building. Ayling said that item had been discussed at the last meeting. Edson said she had shared the artist's name with Preservation Planner Henderson prior to her departure. She would resend the info to Ayling, and staff would try to determine if Henderson had already reached out to the artist for more information.

McCoy brought up the previous idea of trying to find ways to increase the budget for historic preservation grants. She recognizes that COVID happened, and now there are wildfires causing disruption, but would like this topic to be pursued in the future.

8) Adjournment

Commissioner Edson made a motion to adjourn the meeting. Stanley second. All in favor, motion passed. Chair Edson adjourned meeting at 7:05 pm.



209 North Ruby Street, Ellensburg, WA 98926

LIBRARY BOARD MEETING
Tuesday, September 15, 2020
ZOOM <https://us02web.zoom.us/j/9795257314>

PRESENT: Marty Blackson, Julie Cloninger, Andreina Delgado Loretta Gray, Mary Holmgren, PJ MacPhaiden

COUNCIL LIASON: Tristen Lamb

ABSENT: Andrea Sledge

STAFF: Josephine Camarillo

- I. CALL TO ORDER: Delgado called the meeting to order at 4:30 p.m.
- II. Approval of the Agenda: M/S/P
- III. Approval of the Minutes: M/S/P
- IV. Citizen Comment/Suggestions: 2 Thumbs Up Mentions in *The Daily Record*.
- V. Reports
 - A. Director's Report: (1) Summary of smooth reopening. (2) Virtual Summer Reading Program went well (YouTube video shows highlights). (3) Circulation discussed.
 - B. Budget Report: Presented and discussed. All looks fine.
 - C. Friends' Report: Book sales now occurring bi-monthly.
- VI. Old Business
 - A. None
- VII. New Business
 - A. Bi-Monthly FOL Mini Book Sale
 - B. 2021-2022 Budget Proposal—Motion to eliminate late fees: M/S/P

VIII. Upcoming Programs: Event for September noted: Virtual Children's Storytime

IX. Unscheduled Business: None

Next regular meeting will be October 13, 2020. Location TBA.

Respectfully submitted,
Loretta Gray

LODGING TAX ADVISORY COMMITTEE

September 8, 2020 (2:00 p.m. to 3:12 p.m.)

Members Present: Matt Anderson, Monica Miller, Steve Townsend, Christine Krueger, and Mary Morgan

Members Absent: None

Others Present: Laurie Gigstead, Executive Assistant, Amy McGuffin and Madison Ford, Kittitas County Chamber of Commerce.

1. **Call to Order.** Chair Morgan called the meeting to order at 2:04 p.m.
2. **Minutes of the August 5, 2020 meeting.** Moved and seconded (Anderson/Townsend) to approve minutes as written. Motion approved.
3. **Correspondence and Public Comment Period.**
 - A. **Letter from City Manager to Kittitas County Chamber of Commerce.** The Committee acknowledged the letter. Amy McGuffin stated she has already been in negotiation discussions with the City Manager.
4. **Unfinished Business.**
 - A. **Budget/Financials Review.** Reviewed and acknowledged. Discussed the decrease in revenues due to the impacts the COVID-19 pandemic.
 - B. **Tourism Committee Report.** Chair Morgan requested that the report be deferred to the next meeting.
 - C. **Sign Committee Report.** Chair Morgan requested that the report be deferred to the next meeting.
5. **New Business.**
 - A. **Budget Discussion – Remainder of 2020 and Proposed 2021/2022 Budget.** The committee discussed projected 2020 revenues and still feels the 50% decrease is likely and expressed concerns in meeting the current 2020 obligations, specifically the Chamber contract. Amy McGuffin advised that the Chamber intends to reduce expenditures charged to the City for 2020 by approximately \$80,000. The proposed budget for the contract negotiations they are presenting to the City Manager for 2021 is approximately 50% of the current contract and they have other potential options ranging from 50-75%. The committee discussed the 13% obligation to the Consolidate Program and discussed projected revenues for 2021 and 2022.

Moved and seconded (Anderson/Krueger) to project revenues for 2021 at \$360,000 and 2022 at \$400,000 for budgeting purposes.

Chair Morgan will report the estimated revenues for 2020-2022 to City Council.

Next meeting will be **October 7, 2020.** With no further business, the meeting was adjourned at 3:12 pm.

Respectfully submitted,
Laurie Gigstead
Recording Secretary

Drafted: 09/09/2020
Approved: 10/07/2020



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: October 19, 2020

Item Title/Agenda Subject:

Agreement for Professional Services for the Engineering and Design of the Anderson Road Sewer Extension Project.

Submitted by:

Derek Mayo Public Works & Utilities

Recommended Action or Motion:

Staff recommends Council authorize the City Manager to execute the 'Cost Plus Fixed Fee' contract with Century West Engineering Corporation in the amount of \$158,600.

Background/Summary:

Staff has performed a consultant selection for the engineering and design of the Anderson Road Sewer Extension project. The design will be for the extension of a 15" gravity sewer main from the end of the current sewer main in Umptanum Road west to Anderson Road and then north in Anderson Road/Railroad Ave. to First Avenue for a total length of approx. 1.15 miles. The project includes a sewer siphon under Wilson Creek and the removal of the existing sewer pump station on First Avenue.

The project is included in the City's Sewer System Plan and is included in the 2020 sewer budget. The removal of the existing sewer lift station will also provide a significant savings in maintenance and power associated with the current lift station.

The design of this project is anticipated to be completed late 2020 or early 2021. Construction is not anticipated to begin until summer 2021, at the earliest.

Previous Council Action:

N/A

Analysis:

Staff selected the most qualified consultant for this project by utilizing the current MRSC consultant roster for sewage system design. The consultants 'Statements of Qualifications' were evaluated and rated and Century West Engineering Corporation was selected with the highest rating from the scoring criteria.

Staff then negotiated a 'Cost Plus Fixed Fee' agreement in the amount of \$158,600 to perform the work. The contract includes a topographic survey, geotechnical investigation and reporting, cultural resources reporting, environmental permitting, and the completed civil engineering design of the sewer extension.

The agreement is scheduled to go before the Utility Advisory Committee on Oct. 15, 2020.

Financial Impact:

The 2020 sewer budget contains \$700,000 for the project. The agreement amount for the design of this project is well below the budget authority for the project.

Attachments:

[Century West Engineering Professional Services Agreement](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
CENTURY WEST ENGINEERING CORPORATION**

RELATING TO: Anderson Road Sewer Extension Project

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this _____ day of _____, 2020 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and CENTURY WEST ENGINEERING CORPORATION, a Corporation authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Anderson Road Sewer Extension project.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY's specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

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

2. SCOPE OF WORK.

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work ("Services").

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 13 of this

Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through December 31, 2021. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

4. PAYMENT. The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. Payment shall be on the basis of the CONSULTANT'S standard billing rates multiplied by the actual hours worked, cost for actual labor, overhead and profit plus CONSULTANT'S direct non-salary reimbursable costs for cost plus fixed fee agreements or based on percentage of completed work for lump sum agreements, as set forth in the attached Exhibit C.

4.2. The CONSULTANT shall submit invoices to the CITY on a monthly basis. Invoices shall detail the work, hours, employee name, and hourly rate; shall itemize with receipts and invoices the non-salary direct costs; shall indicate the specific task or activity in the Scope of Work to which the costs are related; and shall indicate the cumulative total for each task.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY.

4.6. Payment for "Extra Work" performed under Section 13 of this Agreement shall be as agreed to by the parties in writing.

4.7. The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is \$10,000.00. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 13 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$158,600. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit D. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or

services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. WORK PRODUCT AND DOCUMENTS.

7.1. The work product and all documents produced under this Agreement shall be furnished by the CONSULTANT to the CITY, and upon completion of the work shall become the property of the CITY, for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT, except that the CONSULTANT may retain one copy of the work product and documents for its records. The CONSULTANT will be responsible for the accuracy of the work, even though the work has been accepted by the CITY.

7.2. In the event that the CONSULTANT shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the CONSULTANT, along with a summary of work as of the date of default or termination, shall become the property of the CITY. Upon request, the CONSULTANT shall tender the work product and summary to the CITY. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the CITY.

7.3. CONSULTANT will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of CONSULTANT.

8. RECORDS. As a public agency, the CITY is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that CONSULTANT keeps records that are deemed public records and are needed for the CITY to respond to a request under the Act, as determined by the CITY, CONSULTANT agrees to make them promptly available to the CITY. Pursuant to Chapter 40.14 RCW, CONSULTANT shall retain records associated with this Agreement in accordance with the applicable retention schedule. CONSULTANT also agrees to indemnify and hold the CITY harmless from any claims or losses caused by CONSULTANT'S failure to make records available to the CITY as provided in this Agreement.

9. NONDISCRIMINATION. The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

9.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action

requirements; and,

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

10.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

10.2. Not Used

10.3. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.4. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

11. SUPERVISION, INSPECTION AND PERFORMANCE.

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

11.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans,

designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

12. CHANGES IN WORK. Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

13. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

14. TERMINATION.

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a

form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

14.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed. Whenever the Agreement is terminated in accordance with this Section 14, the CONSULTANT shall be entitled to payment for actual work performed up to the termination date. Upon such termination, whether for convenience or default, an equitable adjustment in the contract price will be made by the CITY for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this Section 14 shall not constitute a breach of the Agreement by the CITY.

15. INDEMNIFICATION/HOLD HARMLESS.

15.1. CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONSULTANT in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

15.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

15.3. The provisions of this section shall survive the expiration or termination of this Agreement. Further, the indemnity obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by

CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

16. INSURANCE.

16.1. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

16.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

16.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

16.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad; and,

16.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

16.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

16.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

16.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

16.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

16.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

16.5.2. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

16.5.3. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

16.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

16.8. Cancellation. CONSULTANT will provide notice to the CITY of any cancellation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

16.9. CITY Full Availability of CONSULTANT Limits. If the CONSULTANT maintains higher insurance limits than the minimum amounts shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this Agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

17. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

18. NOTICE. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this

Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg
Department of Public Works and Utilities
Attention: Derek Mayo
501 N. Anderson
Ellensburg, WA 98926

Century West Engineering Corporation
ATTN: Matt Morkert
11707 E Montgomery Drive
Spokane Valley, WA 99206

19. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

20. PRIORITY OF DOCUMENTS. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

21. MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

22. ASSIGNMENT. Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

23. WAIVER. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

24. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

25. EXHIBITS AND SIGNATURES. This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work

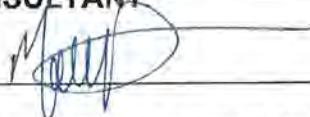
Exhibit B – Schedule for the Work

Exhibit C – Consultant Labor Costs and Non-salary Reimbursable Costs

Exhibit D – Budget for Each Task

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT

By:  _____

Printed Name: Matthew Morkert P.E.

Title: Vice President

Tax ID#: 93-0584951

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

Scope of Work

Owner: City of Ellensburg
Consultant: Century West Engineering Corporation
Project Title: Anderson Road Sewer Extension Project, Project #35000.004.01
Work Description: Design Phase Services

Scope of Work: The City of Ellensburg intends to construct a gravity sewer main along First Street, Railroad Ave, Anderson Road, and Umptanum Road (up to 7,500 linear feet) to bypass an existing sewer lift station. The sewer is anticipated to be placed within existing right-of-way, but outside the paved road surface where possible. The alignment will cross Mercer Creek at three locations, and may include bored, open cut, or HDD crossing methods. This scope of work provides for the engineering design, permitting, and management of the proposed project through the bidding phase.



The CONSULTANT shall provide the following services:

Task 1000 Data Collection

Consultant shall conduct a preliminary site visit, review available records of existing facilities, and collect general site information relevant to project design.

Task 2000 Pre-Design Report

1. Using information gathered during the Topographic Survey and Geotechnical Investigation (see Subconsultant Services, below), the Consultant shall prepare a Pre-Design Report. This report shall analyze the route for bypassing the existing lift station and diverting sewer flows into a gravity sewer along the proposed alignment. The Pre-Design Report will identify project area characteristics, sizing requirements, creek-crossing alternatives, and initial estimated construction cost. The report will also compare sewer slope alternatives, including slopes less than the minimum required by the Department of Ecology, Criteria for Sewage Works Design.
2. The Pre-Design Report will be submitted to the City for review and approval. Design Services will not proceed until the Pre-Design Report has been approved by the City.

Task 2100 50% Design Services

1. Once the Pre-Design Report is approved by the City, the Consultant shall prepare plan and profile design drawings using AutoCad format showing horizontal and vertical sewer alignment, side sewer locations and other pertinent design data. Plans shall be drawn using City of Ellensburg Drafting Standards. Scale shall be horizontal 1"=50' and vertical 1"=10', or similar appropriate scale. Each plan and profile sheet shall consist of one plan strip and one profile strip.
2. The Consultant shall submit two (2) sets of contract drawings at 50% completion. The 50% submittal shall include topographic base map data, plan and profile (preliminary) sheets, and existing utility locations. The submittal will also include estimated quantities and a cost estimate.

Task 2300 Final Design Services

1. The Consultant shall prepare final plan and profile design drawings, incorporating comments received from the 50% submittal. Drawings will include a cover sheet, plan and profile sheets, detail sheets, temporary erosion and sediment control plan, traffic control plan, and construction notes.
2. The Consultant shall submit two (2) sets of contract drawings at 95% completion. The 95% submittal shall include contract drawings, contract documents based on City of Ellensburg Design Standards and on the 2020 WSDOT Standard Specifications, and a revised quantity and cost estimate.

3. After receiving comments on the 95% submittal, Consultant shall finalize and stamp the contract documents. Two (2) sets of stamped contract documents shall be provided to the City, along with an electronic copy in PDF format.

Task 3500 Permitting and Environmental

1. Consultant will assist the City in preparing and submitting the required permits to complete the proposed project. Activities will include preparation of a Joint Aquatics Resources Permit Application (JARPA), and preparation of a State Environmental Policy Act (SEPA) checklist. The USFWS will be consulted to determine impacts to threatened and endangered wildlife. A Cultural Resource Survey and Biological Assessment will be conducted in support of the SEPA and JARPA preparation.

Task 4000 Meetings and Project Coordination

1. Meet with the City's staff and conduct a site visit to discuss the design concept, Project's characteristics and critical design components.
2. Meet with the City's staff monthly or as needed to coordinate preliminary and final design progress, concerns and problems. The budget includes a total of 4 meetings for design of the Project. Engineer shall include a written progress report with each month's invoice for the Project.

Task 6000 Bidding and Award

1. The Consultant shall assist the City with advertising the project for Construction, providing a bid announcement the City may use for publication, and establishing an electronic plan room for potential bidders to view the contract documents.
2. The Consultant shall administer a pre-bid conference, allowing bidders to view the project, and ask questions. The Consultant shall also respond to bidders questions during the bid period, and will issue addenda as needed to clarify the contract documents.
3. The Consultant shall attend the bid opening, reading aloud the submitted bid prices. Following the bid opening, the Consultant will review bids for completeness, identify errors, and tabulate the bid results. Upon determining the lowest responsive bid, the Consultant will provide a written recommendation of award to the City.

Subconsultant Services

Task 7100 Cultural Resources

Consultant, by subcontracted archaeologist will conduct a cultural resource survey of the project area in support of the SEPA and JARPA preparation. Work will include a background search, field investigation of the project area to identify any cultural resources, research of public documents to help identify potential traditional cultural properties, and preparation of a report.

Task 7250 Environmental

Consultant, by subcontracted biologist will conduct a biological assessment of the creek crossing locations in support of the SEPA and JARPA processes. Services will include background research, field investigation of the project area to identify habitat conditions, and preparation of a report.

Task 7300 Geotechnical Investigation

Consultant, by subcontracted Geotechnical engineer shall conduct a geotechnical investigation of soils along the route of the project with an emphasis on the proposed creek crossings, and shall prepare a geotechnical report to determine the physical properties of the soils, and provide data to determine parameters for directional boring, or other means of crossing the creek.

Task 7500 Topographic Survey

Consultant, by subcontracted Surveyor, shall conduct a field survey to determine the physical layout horizontally and vertically, of the existing features, including utilities, roads, bridges, creek channels, topography, and monuments in the vicinity of the proposed project. A record of survey by a licensed surveyor will be completed.

Deliverables:

CONSULTANT shall deliver the following products:

1. Record of Survey
2. JARPA permit application
3. SEPA checklist
4. 2 hard copies of the Pre-Design Report.
5. 2 hard copies of the Draft Project Contract Drawings at the 50% and 95% submittal stage.
6. 2 hard copies of the Final Project Contract Documents

Information/Documents Provided by Owner:

1. Current copy of the General Sewer Plan.
2. Record drawings of the existing lift station, and adjacent sewers.
3. Recorded and projected flow data.
4. Side sewer documentation for parcels along the proposed route.

Exclusions:

1. This described scope of work is limited to the project identified above. Any additional projects, or changes to the character of the described projects may require an adjustment to the scope of services.
2. Preparation of a Hydraulic/Hydrological study is not within the identified scope of work.
3. It is assumed that environmental impacts of the project will be determined to be non-significant. Preparation of an environmental impact statement, wetlands delineation, or other studies are outside the scope of this project.
4. Staking property lines or right of way boundaries may result in additional cost.
5. Construction phase services are not included in this scope of work, but may be added by amendment.

Exhibit B
Work Schedule

Owner: City of Ellensburg
Consultant: Century West Engineering Corporation
Project Title: Anderson Road Sewer Extension Project, Project #35000.004.01
Work Description: Design Phase Services

The CONSULTANT shall complete tasks according to the following schedule:

Task Number	Task Description	Anticipated Start Date	Anticipated Completion Date
1000	Data Collection	10/20/2020	11/30/2020
2000	Pre-Design Report	12/1/2020	1/15/2021
2100	50% Design Services	2/1/2021	3/1/2021
2300	Final Design Services	3/15/2021	4/16/2021
3500	Permitting & Environmental	10/20/2020	4/16/2021
4000	Meetings & Project Coordination	10/20/2020	6/1/2021
6000	Bidding & Award	5/3/2021	6/1/2021
7100	Cultural Resources	10/20/2020	11/30/2020
7250	Environmental	10/20/2020	11/30/2020
7300	Geotechnical Investigation	10/20/2020	11/30/2020
7500	Topographic Survey	10/20/2020	11/30/2020

Exclusions:

1. Some tasks are dependent on input or responses from third parties and are outside the control of the Consultant.
2. Additional work outside the described scope of services may require adjustment to the schedule.

FEE SCHEDULE FOR ENGINEERING & RELATED SERVICES
EXHIBIT "C"
EFFECTIVE OCTOBER 1, 2020

(This schedule is subject to change)

The compensation for work done on the basis of personnel services plus incurred expenses will be established using the rates based on a multiplier times direct salary cost. The current overhead multiplier is 175.94%. The total multiplier for all rates on this project shall be 306% and accounts for direct salary costs, overhead and profit. Budgetary estimates for the rates are shown below for budgeting purposes. These rates are only for budgeting and actual rates will be based on the 3.06 multiplier:

A. PERSONNEL SERVICES

The following rates and classifications shall be in effect through 12/31/2020 for this contract.

Civil Engineering Services		Electrical Engineering Services	
120 Receptionist	\$70.00	118 Project Coordinator/Clerical II	\$95.00
117 Project Coordinator/Clerical I	\$75.00	109 Senior CAD Technician	\$116.00
118 Project Coordinator/Clerical II	\$80.00	104 Senior Project Engineer	\$128.00
119 Project Coordinator/Clerical III	\$102.00	103 Project Manager	\$148.00
153 Graphic Designer	\$125.00	102 Senior Project Manager	\$182.00
147 Staff Technician	\$100.00		
142 Senior Technician	\$114.00		
133 Civil Designer	\$122.00		
111 Intermediate CAD Tech	\$92.00		
181 Engineering Intern	\$60.00		
123 Engineer-in-Training (EIT)	\$96.00		
106 Project Engineer	\$106.00		
104 Senior Project Engineer	\$135.00		
114 Staff Airport Planner	\$110.00		
113 Intermediate Airport Planner	\$125.00		
112 Senior Airport Planner	\$180.00		
103 Project Manager	\$153.00		
165 Project Manager II	\$171.00		
102 Senior Project Manager	\$191.00		
163 Vice President	\$215.00		
101 Principal	\$252.00		

B. OUTSIDE EXPENSES

Any outside expenses including subconsultant and subcontractor services incurred for this project by Century West Engineering will be charged at 110% of the actual cost of the expense.

C. IN-HOUSE EXPENSES

1. Equipment Expenses:

Vehicle Mileage	0.575/mile
Nuclear Density Gauge	45.00/day
	125.00/wk
	450.00/mo

2. Field Supplies:

Field supplies provided from stock will be charged as follows:

Stakes, Hubs, Guineas, Laths	.40/each
2-inch x 2-inch Painted Property Stake	1.50/each

3. Drafting Supplies and Reproduction Costs:

Drafting supplies and reproduction materials provided from stock will be charged at the following rates:

Blue/line/Blackline	1.80/sheet
Vellum Cut Sheets	.50/sq. ft.
Plot	2.00/sheet
Mylar Plat Boards	7.00/each
Photocopy	.05/copy
Mylar	1.50/sq. ft.

Exhibit D Consultant Fee Determination Summary Sheet by Task
City of Ellensburg
Anderson Road Sewer Extension Project
35000.004.01

PERSONNEL & LABOR RATE															MAN HOURS	LABOR COST	ITEMIZED EXP	SUB COST	TOTAL COST
Employee Type		Vice President	Project Manager	Project Engineer	EIT - Engineer in Training	Senior Engineering Tech/Inspector	Staff Technician	Project Coordinator/Cle	Receptionist										
Activity Code (see below)		163	103	106	123	142	147	118	120										
Budget Rate		\$215.00	\$153.00	\$106.00	\$96.00	\$114.00	\$100.00	\$102.00	\$70.00										
TASK NUMBER	DESCRIPTION																		
1000	Data Collection														80	\$9,352	\$0		\$9,352
2000	Pre-Design Report														54	\$7,246	\$0		\$7,246
2100	50% Design														114	\$13,006	\$0		\$13,006
2300	Final Design														130	\$15,078	\$0		\$15,078
3500	Permitting/Environmental														146	\$17,150	\$0		\$17,150
4000	Meetings/Project Coordination														46	\$7,002	\$0		\$7,002
6000	Bidding and Award														58	\$7,958	\$0		\$7,958
3000	Expenses														0	\$0	\$2,057		\$2,057
7100	SUB- Cultural Resources														0	\$0	\$0	\$5,935	\$5,935
7250	SUB- Environmental														0	\$0	\$0	\$7,500	\$7,500
7300	SUB- Geotech														0	\$0	\$0	\$27,466	\$27,466
7500	SUB- Survey														0	\$0	\$0	\$28,850	\$28,850
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CITY COUNCIL AGENDA REPORT

City Council Meeting Date: October 19, 2020

Item Title/Agenda Subject: Gateway Design Contract with Osborn Consulting Amendment No. 1

Submitted by: Jon Morrow Public Works & Utilities

Recommended Action or Motion: Authorize the City Manager to sign Amendment No. 1 to the Osborn Agreement for the Gateway project.

Background/Summary:

The City applied for grant funding with the Department of Ecology to design, permit and construct the Gateway project on University Way. The City has been awarded the funding to construct the project. Approximately two miles of University Way from Wenas Street to 1514 W. University Way will be transformed into a pedestrian/bicycle friendly corridor. Once completed, stormwater will infiltrate and be treated before being discharged to Whiskey and Mercer Creeks. The project will install mature two inch diameter street trees, which will line both sides of the street as seen in the attached diagram. The north side of University Way will have a seven foot pedestrian bicycle path as shown in the diagram and the south side will have a 12 foot path. Design and permitting has been proceeding through 2019-2020, and construction is scheduled for 2021-2022. The grant must be closed out by December 31, 2023. The City's Professional Services Agreement with Osborn Consulting was approved in August 2019.

Currently, Osborn consulting is at 60% design and needs to reinstate items on their contract that facilitates driveways and grading elevations. These items were in the original contract, but removed to save money. Amendment No. 1 reinstates those items on their original contract. Department of Ecology approved grant dollars to be shifted from administration and construction management in the ECY agreement to the design task to facilitate the cost associated with Amendment No. 1.

Previous Council Action: City Council approved the Gateway design contract with Osborn Consulting on August 19, 2019.

Analysis:

The grant includes adequate funding to cover those costs of design and permitting with Osborn Consulting. The design phase has been progressing through 2019-2020 with construction to commence in 2021-2022.

Financial Impact:

The design and permitting costs and related grant reimbursement are included in the 2019-2020 biennial budget.

Department of Ecology approved a shift in task dollars from administration and construction management to the design task to pay for the amendment to Osborn's contract. This amendment does not change the anticipated total obligation of Arterial Street Fund resources for this project.

The amendment being approved for \$50,000 is to replace necessary scope of work items that were originally in Osborn's contract and were removed to save money. It was determined at that time the City would survey the grading and driveway elevations, but since then, staff is too busy to perform the work. The \$50,000 is an approved shift in grant dollars from Ecology to facilitate the design budget and no funds of the City's are being used.

Attachments:

[Signed Agreement Osborn Consulting\(August 2019\)](#)
[City of Ellensburg Gateway - Amendment 1 to Osborn PSA](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
Osborn Consulting, Inc.**

RELATING TO: Gateway to City of Ellensburg Stormwater LID Retrofit Project

(9th) THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this 5th day of August, 2019 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a Washington municipal corporation (hereinafter called the "CITY") and Osborn Consulting, Inc., a Corporation authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the **Gateway to City of Ellensburg Stormwater LID Retrofit Project** project.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY's specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

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

2. SCOPE OF WORK.

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work ("Services").

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 12 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through **January 31, 2021**. The work shall be completed in accordance with the schedule set forth in the attached Attachment A.

4. PAYMENT. The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. Payment shall be on the basis of the CONSULTANT'S standard billing rates multiplied by the actual hours worked, cost for actual labor, overhead and profit plus CONSULTANT'S direct non-salary reimbursable costs for cost plus fixed fee agreements or based on percentage of completed work for lump sum agreements, as set forth in the attached Attachment A.

4.2. The CONSULTANT shall submit invoices to the CITY on a monthly basis. Invoices shall detail the work, hours, employee name, and hourly rate; shall itemize with receipts and invoices the non-salary direct costs; shall indicate the specific task or activity in the Scope of Work to which the costs are related; and shall indicate the cumulative total for each task.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY.

4.6. Payment for "Extra Work" performed under Section 12 of this Agreement shall be as agreed to by the parties in writing.

4.7. The CITY may desire to establish a Management Reserve Fund to provide

the Agreement Administrator with the flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is \$0. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 12 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of **\$263,030**. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Attachment A. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility

of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. OWNERSHIP OF DOCUMENTS. Upon completion of the work and payment of CONSULTANT'S fee, all documents, exhibits, photographic negatives, or other presentations of the work shall become the property of the CITY for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT. However, any alteration of the documents, by the CITY or by others acting through or on behalf of the CITY, will be at the CITY's sole risk.

8. RECORDS. As a public agency, the CITY is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that CONSULTANT keeps records that are deemed public records and are needed for the CITY to respond to a request under the Act, as determined by the CITY, CONSULTANT agrees to make them promptly available to the CITY. Pursuant to Chapter 40.14 RCW, CONSULTANT shall retain records associated with this Agreement in accordance with the applicable retention schedule. CONSULTANT also agrees to indemnify and hold the CITY harmless from any claims or losses caused by CONSULTANT'S failure to make records available to the CITY as provided in this Agreement.

9. NONDISCRIMINATION. The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

9.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

10.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

10.2. In the event any subcontracting is approved, the subcontractor and its

employees shall be required to execute the Non-Disclosure Agreement prior to being given access to any confidential information regarding the CITY's computer system (DELETE IF NOT APPLICABLE AND DELETE EXHIBIT E).

10.3. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.4. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

11. SUPERVISION, INSPECTION AND PERFORMANCE.

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

11.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

12. CHANGES IN WORK. Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes

shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

13. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

14. TERMINATION.

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

14.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed. Whenever the Agreement is terminated in accordance with this Section 14, the CONSULTANT shall be entitled to payment for actual work performed up to the termination date. Upon such termination, whether for convenience or default, an

equitable adjustment in the contract price will be made by the CITY for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this Section 14 shall not constitute a breach of the Agreement by the CITY.

15. INDEMNIFICATION/HOLD HARMLESS.

15.1. The indemnification and defense obligations specified in this Section 15.1 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

15.1.1. Professional errors and omissions. For any losses that arise from any error, omission, negligence or other malpractice in the exercise of CONSULTANT's professional judgment in the performance of architectural, landscape architectural, engineering, or land surveying services such that RCW 4.24.115 would apply, CONSULTANT shall defend, indemnify, and hold the CITY harmless from all such losses to the extent caused, or alleged to be caused, by any violation of law, including state, federal or municipal law or ordinance, or negligent act, omission, breach of contract, or willful or intentional misconduct of CONSULTANT. The obligation of indemnity under this subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the CITY.

15.1.2. Construction claims. In the event that this Agreement is relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of any building, highway, road, excavation, or other structure, project, development, or improvement attached to real estate (specifically including moving or demolition in connection therewith) and therefore subject to RCW 4.24.115, CONSULTANT shall defend, indemnify and hold harmless the CITY from all losses to the extent caused, or alleged to be caused, by any violation of law, including state, federal or municipal law or ordinance, or any negligent act or omission of CONSULTANT. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the CITY.

15.2. In any and all claims against the CITY by any employee of CONSULTANT, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for CONSULTANT under the applicable worker's or workmen's compensation, benefit, or disability laws (including but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). CONSULTANT expressly waives any immunity CONSULTANT might have under such laws, and, by entering into

this Agreement, acknowledges that this waiver has been mutually negotiated.

16. INSURANCE.

16.1. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

16.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

16.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

16.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the CITY; and,

16.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

16.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

16.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

16.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

16.4.2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

16.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

16.5.2. The CONSULTANT's insurance shall be endorsed to state that coverage shall not be cancelled, suspended or materially changed by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

16.5.3. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

16.5.4. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

16.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

16.8. Cancellation. CONSULTANT will provide notice to the CITY of any cancellation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

17. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

18. NOTICE. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg
Department of Public Works & Utilities
Attention: Jon Morrow
501 N. Anderson
Ellensburg, WA 98926

Osborn Consulting, Inc.
Aimee S. Navickis-Brasch, PhD, PE
429 W. 1st Ave
Spokane, WA 99201

Osborn Consulting, Inc.
Accounts Receivable
1800 112th Ave NE, Suite 220E
Bellevue, WA 98004

19. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

20. PRIORITY OF DOCUMENTS. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

21. MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

22. ASSIGNMENT. Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

23. WAIVER. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

24. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

25. EXHIBITS AND SIGNATURES. This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings,

and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work and Budget for Each Task

Exhibit B – Schedule for the Work

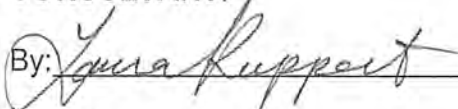
Exhibit C – Consultant Labor Costs and Non-salary Reimbursable Costs

Exhibit D – See Exhibit A

Exhibit E – N/A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT:

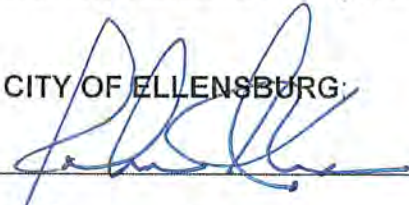
By: 

Printed
Name: Laura Ruppert

Title: Vice President

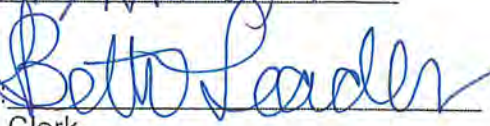
Tax ID#: 20-1896054

THE CITY OF ELLENSBURG:

By: 

Printed
Name: John Akers

Title: City Manager

ATTEST: 
Clerk

Approved as to Form:


City Attorney

SCOPE OF WORK

Project: City of Ellensburg Gateway Stormwater Retrofit	
PRIME Consultant:	Osborn Consulting, Inc.
Contract No.:	

Background

This project will retrofit a one-mile (both sides) section of University Way, Ellensburg's second busiest arterial street, before discharging into Mercer, Whiskey, and Wilson Creeks. The proposed retrofit will provide treatment and infiltration of stormwater containing total suspended solids (TSS), oils, dissolved copper, dissolved zinc, and total phosphorus in addition to providing a place to store snow removed from the roadway during the winter.

This project will develop the design and PS&E for the following primary elements:

- Pedestrian pathways along each side of the road (one 7-foot wide and one 12-foot wide). This includes locating bollards to prevent vehicles from driving on the pathway.
- Two porous concrete bus pull-outs along University Way.
- Rock lined bio-infiltration swales with trees located between University Way and the pedestrian pathways. The swales will be designed to provide initial storm runoff treatment using an 18-inch soil media layer. Runoff from larger rainfall events will overflow into new catch basins located within the swale that connect to the City's existing storm drain network.
- Modifications to the existing storm drain network including: replacing the existing grate inlets along University Way with solid lids (to ensure that surface flows reach the new infiltration swales) and connecting the existing storm drain network to the new catch basins located within the swales.
- Curb cuts will be added to direct runoff from the roadway to the swales.
- Modifying curbs to meet current City standards.
- Landscaping (trees) and irrigation.
- Temporary erosion and sediment control.
- Coordination with the City for utility relocates and lighting design (City will provide this design).

General Assumptions

General assumptions that apply to all tasks are as follows:

- The project design and deliverable will meet the requirements of the Washington State Department of Ecology (Ecology) Water Quality Stormwater Pre-Construction Grant agreement and follow the 2019 Ecology Stormwater Management Manual for Eastern Washington and the City of Ellensburg Development Standards.
- All coordination with property owners will be handled by the City.
- The proposed improvements will be located within the City right-of-way or within existing City easements.
- Any existing encroachments in the right-of-way will be resolved by the City.
- Writing legal descriptions and exhibits for additional easements is not included in this scope.
- The capacity of the existing conveyance system is adequate to handle flows from the proposed retrofit areas.

- Developing profiles is not included in this scope. Instead spot elevations will be provided on the plan sheets along with coordinates and elevations summarized in tables.
- Details will be limited to typical details with specific information for different locations summarized in tables.
- The elevation of the top of the pedestrian pathway will be the same elevation as the existing curb.
- Grading plans for driveways are not included in the scope. The budget assumes any modification needed to existing driveways will be designed in the field.
- The City is responsible for all public outreach.
- The landscape design is limited to trees, rock (lining swales), and irrigation.
- All work associated with utility relocation and lighting design is the City's responsibility. This includes the development of construction documents: plan sheets, specifications, cost estimates, and the development of a construction schedule.
- The following items are not included in this scope of work:
 - Easements or Property Rights
 - Traffic Control plans
- The City is responsible for uploading Ecology Grant Deliverables to Ecology's Administration of Grants and Loans (EAGL).
- A separate Drainage Information Report will not be required to supplement the Ecology Design Report.

Task 1 – Project Management

Monitoring and communicating the status of the scope, schedule, and budget of this work assignment and providing monthly reporting to the City.

Consultant Services

- Prepare monthly invoices and status reports describing the following:
 - Services completed during the month.
 - Outstanding issues (if any).
 - Scope/schedule/budget status.
 - A financial summary.
- Prepare and manage Project Schedule.
- Coordinate with and manage the Consultant Team.
- Prepare for and attend up to 12 Project Meetings with the City
- Manage Issue Log for City and all team members.
- Manage Risk Register to identify and document project risks and mitigation strategies.

City of Ellensburg's Responsibilities

- Attend project meetings (in person or via teleconference).
- Review and approve invoices.
- Review and comment on submittals within the schedule.

Assumptions

- Project duration will be approximately 18 months (August 2019 to January 2021).
- Budget assumes 18 invoices and progress reports over the project duration
- Project status meetings will be attended by one (1) Consultant Team Member and scheduled as needed by the City or OCI Project Manager. The budget assumes 24-hours of OCI time for these meetings.
- Meeting notes will be limited to key points and action items
- All project meetings with the City will be held via phone/web conference.

Deliverables

- Project Meeting Agenda and Meeting Notes (email)
- Monthly invoice and progress reports and project status reports
- Issue Log and Risk Register to be provided at each deliverable

Task 2 – Data Collection & Review

The Consultant will review available existing site data, provide site survey, limited geotechnical investigations, and coordination of utilities.

Task 2A – Data Collection & Review - General

The Consultant will review available existing site plans and complete a field visit. From this review the consultant will compile a list of missing data needed for this project. The Consultant Team will:

- Identify potential utility conflicts and missing utility data.

Assumptions:

- City will provide available record drawings for this project prior to the kick-off meeting.
- The site visit will be conducted on the same day as the Kick-off meeting.
- City will arrange for site access (if needed) of Consultant Team personnel.

Deliverables:

- Provide a list of reviewed data and what data is missing.

Task 2B – Topographical Survey

The Consultant will coordinate and provide topographical survey of the project design area.

The Consultant Team will provide the following services:

- The Project consists of +/- one mile of full street right-of-way topographic mapping, approximately as follows:
 - Right-of-way to right-of-way cross-section of the roadway.
 - Identify the bounds of the project by street intersection and mile post.
- Topographic mapping will consist of all above ground planimetric features, paving limits, curbs, walks, fences, trees (greater than 6" BDH), etc., and all above and underground utilities, as specified.

- The topographic survey will include:
 - Topography.
 - surfaces features.
 - location of geotechnical potholes, borings and tests.
 - location of utility potholes (after 30% design).
 - storm sewer conveyance systems including invert and rim elevations.
 - utilities based upon surface features, utility district provided as-builts and surface paint marks from utility locate services.
- Prepare an existing conditions survey base map, showing a 1-foot contour topographic survey at a 1"=20' scale.
- Prepare an existing conditions DTM based on the topographic survey data.
- Two-man field survey crews will be utilized to establish site control and perform the majority of the survey.
- Surveyor will locate a sufficient amount of the existing right-of-way monuments to generate City street rights of way and platted lot lines.
- Surveyor will engage ONE-CALL to assist with private/public utility location.
- All field data will be processed in accordance with City of Ellensburg survey and CADD standards and sent in AutoCAD as a block drawing.
- The horizontal and vertical datums will be City of Ellensburg (i.e. NAD83(1991) horizontal and NAVD-88 vertical).
- The topographic survey will be developed as a 1'=20' scale file with one-foot contours, or as specified.

City of Ellensburg's Responsibilities

- City will provide existing survey base maps and as-built information for the storm drain, sanitary sewer and water systems in the project area, if available.

Assumptions:

- The limits of the topographic survey shall be within the City of Ellensburg Right-of-Way.
- This scope does not include the resolution of physical encroachments and occupation that may be disclosed during the course of the field survey.
- Wetland survey is not required.
- Use of drones for surveying is acceptable.

Deliverables:

- Survey base map and DTM (in AutoCAD Civil3D 2017 (AutoCAD 2013 drawing format).
- Please include all COGO points in drawing file, even if not displayed.
- Stamped survey sheets for inclusion in plan set (PDF).

Task 2C – Geotechnical Investigations

The Consultant will coordinate and provide the following geotechnical investigations for the project. The Subconsultant, Geo Engineers, will provide the geotechnical review and investigations to confirm field

parameters and summarize the findings in a report. All geotechnical investigations will meet the requirements defined in the 2019 Ecology Stormwater Management Manual for Eastern Washington.

Preliminary Geotechnical Evaluation

The geotechnical engineer will review publicly available and in-house geotechnical data, and information provided by the City to assess thickness and distribution of geologic units (e.g. glacial till and recessional outwash) and depth to groundwater, if information is available.

Deliverables:

- Brief Memorandum Detailing Findings, Draft and Final (PDF).

Geotechnical Investigations

Consultant Team will provide the following geotechnical services:

- Exploration proposed for the project will consist of up to eight (8) test pits. Each test pit will be advanced to a nominal depth of about 10 feet below the ground surface, or practical refusal.
- Geotechnical index testing including grain size distribution and moisture content will be conducted on up to 10 (10) representative samples. A California Bearing Ratio (CBR) test also will be completed in support of permeable concrete pavement design for the proposed bus turnouts.

Assumptions:

- The test pits will be advanced in the right-of-way as close to the proposed work as practical. Specifically, the test pits will be advanced in undeveloped areas of the proposed pathway alignment and will not be advanced within existing roadways.
- No traffic control is required to conduct the geotechnical testing
- Test pits will be backfilled with excavated soil and smoothed to a generally level condition to minimize trip and fall hazards. Restorative landscaping is NOT part of this scope.
- Anticipated duration of the field exploration to be 1 to 2 days.

Deliverables:

- Subsurface geotechnical investigation reports/results (logs and data only) (PDF).

Infiltration Testing

Consultant Team will provide the following geotechnical services:

- Four small-scale pilot infiltration tests or single-ring infiltrometer tests to provide an estimated design infiltration rate.
- Results of field infiltration testing and recommended design infiltration rate will be provided as part of the geotechnical investigation report.

Assumptions:

- The Infiltration testing will be in undeveloped portions of the shoulder right-of-way, as close to the proposed infiltration facility as practical.

- Pilot infiltration test pits or single-ring infiltrometer test sites will be backfilled with excavated soil and smoothed to a generally level condition to minimize trip and fall hazards. Restorative landscaping is NOT part of this scope.

Deliverables:

- Results of field infiltration testing and recommended design infiltration rate will be provided as part of the subsurface geotechnical report (PDF).

Geotechnical Report

After the completion of the investigations and testing, the geotechnical engineer will prepare a geotechnical report summarizing site soil conditions including infiltration feasibility and estimated ground water elevations, if encountered, and presenting geotechnical recommendations for construction of the proposed improvements. Specific items to be covered in the report include:

- A site plan with exploration and infiltration test locations indicated.
- Interpretive test pit exploration logs.
- Results of geotechnical laboratory testing including grain-size distribution and moisture content.
- A summary of subsurface observations, including the distribution and characteristics of surface conditions, subsurface soils, and depth to ground water.
- Infiltration suitability recommendations
- Temporary utility trench excavation inclinations.
- General opinions regarding use of trench box shoring and dewatering.
- Criteria for site preparation, fill placement, and compaction.
- Suitability of on-site materials for use as structural fill.
- Recommendations for lateral soil bearing pressures for design of drilled shaft foundations for proposed illumination structures. Lateral soil bearing pressure recommendations will be provided in general accordance with Washington State Department of Transportation (WSDOT) design guidelines.
- General erosion control recommendations and wet weather construction considerations.

Deliverables:

- Geotechnical Report, Draft and Final (PDF).

Task 2D – Data Collection & Review – Utility Potholing

Based on the City's preferred design after the 30% Design review, the Consultant will identify potholing needs and coordinate potholing to be provided by a potholing vendor. Pothole locations will be documented by field survey.

Assumptions:

- Pothole quotes will be obtained from at least two vendors. Budget assumes up to six (6) potholes at \$1,500 each, plus \$1,000 for traffic control.
- Pothole vendor will obtain required permits prior to performing their work. The City will facilitate a quick permit review of right-of-way use permits.

- Pothole vendor will provide their own traffic control.
- This task will not be performed until the need and number is confirmed with the City.

Deliverables:

- Results of Potholing – Field Notes (PDF)
- Updated Survey base map (in AutoCAD Civil3D format)

Task 3 – Environmental Review & Permitting

The Consultant work associated with environmental review and permitting is defined in this section. The Consultant will:

- Prepare the Ecology 05-05/106 Form.
- Prepare the Inadvertent Discovery Plan (IDP).

City of Ellensburg's Responsibilities

- Prepare the Environmental (SEPA) Checklist and the required land use application for environmental review.
- Prepare the Critical Areas Review application form.
- The City will submit the land use application for environmental review and coordinate as needed with the city's Planning Department.
- Develop the Public works permit as well as the Grade and fill permit.

Assumptions:

Deliverables:

- Draft and Final Ecology 05-05/106 Form (PDF)
- Draft and Final Inadvertent Discovery Plan (PDF)

Task 4 – 30% Design

The 30% design submittal will establish consensus on the design goals and critical project components and allow for City review and comment on the proposed design solution. This task will:

- Work with City of Ellensburg staff to confirm and document the project goals, design criteria, and constraints. Project goals will be defined during the Task 2 kick-off meeting.
- Complete a draft analysis to confirm the design defined in the grant application
- Prepare high-level cost estimate for the design documented in grant application. This will include identifying items eligible for Ecology funding.
- Identify alternatives for reducing costs to align with available grant funding (up to 5 alternatives)
- Create 30% Design-level plans using available information.
- Review and update potential utility conflicts.

City of Ellensburg's Responsibilities

- City will provide latest City title block and other City CAD standards.

- City will provide latest City design standards or performance requirements.
- City will provide input and consolidated review comments within the agreed upon schedule.

Assumptions:

- A single event model such as Storm Shed 3G or PCSWMM will be used for the hydrologic and hydraulic analysis.
- No profiles will be provided with the 30% Design and details will be conceptual level as needed to communicate the design concepts.
- The City is responsible the lighting design.
- Assume 30% plans will be developed after survey is complete.
- 30% plans will be developed for the selected alternative.

Deliverables:

- 30% Plans, up to eleven (11) design sheets.
 - 6 plan sheets (storm and landscape items combined on single plan view).
 - 3 Details and Cross Sections for Stormwater features and bus pullouts.
 - 2 Details sheets for Landscape and Irrigation.
- Planning-level cost estimates with alternatives identified for reducing costs (Excel and PDF).
- Calculations from the hydrologic and hydraulic analysis (PDF).
- Summary of the 30% design including alternatives (PDF).
- Alternatives matrix comparing alternatives in a one-page table format (PDF).
- Summary of responses to City comments on 30% Design in a table format (PDF).

Task 5 – Ecology Design Report/60% Plans & Estimate

Following the City's review and comment of the 30% Design, the Consultant will advance the design plans to 60% and create the Design Report for Ecology's review and acceptance. The Design Report will consist of the following elements per Ecology's "Design Deliverables for Stormwater Projects with Ecology Funding":

- Introduction
- Basin Description
- Site Description
- Minimum Requirement/Core Element Analysis
- Alternatives Considered
- Design Analysis
- Quantify the Water Quality Benefit
- Engineer's Opinion of Probable Cost
- Proposed Schedule (Excel and PDF)
- Preliminary Plans and other Attachments

City of Ellensburg's Responsibilities

- City will provide input and consolidated review comments on the draft Design Report within the agreed upon schedule.

Assumptions:

- The Ecology Design Report will be approximately ten (10) pages plus appendices. The appendices will include the modeling results and the 60% level plan sheets showing the selected alternative.
- The 60% plan sheets will include one (1) cover sheet, one (1) legend and general notes sheet, six (6) plan sheets, five (5) detail sheets, for a total of thirteen (13) sheets.
- The work associated with advancing the design to 60% is limited to updating the 30% documents to address the City's comments on the 30% design.
- The City will develop the lighting details and the required utility relocation designs for City owned assets. Other utility relocations will be designed for separate construction by utility owner.

Deliverables:

- Draft and Final Design Report (PDF), includes up to eighteen (18) 60% level plan sheets.

Task 6 – Ecology 90% Design Package Submittal/90% PS&E

Upon receipt of an Ecology Design Report Acceptance Letter and City review comments, the Consultant shall prepare 90% level plans, special provisions, estimate of probable cost, and an update of the project construction schedule for the Ecology 90% Design Package Submittal. Progressing the Design Report to 90% will be as follows and in accordance with the general assumptions listed below:

- Respond to the City's and Ecology's comments provided on the Design Report. Update 90% plans per these comments.
- Create 90% Plans (39 total). Plans shall include the following sheets:

G1	Cover Sheet and Vicinity Map
G2	Legend and General Notes (two (2) sheets)
G3 – G8	Existing Conditions (six (6) sheets)
C9 – C16	TESC/Demolition Plan and Detail Sheets (eight (8) sheets)
C17 – C22	Plan Sheet (six (6) sheets)
C23 – C26	Swale and Conveyance Details (four (4) sheets)
C27 – C28	Pedestrian Pathway details (two (2) sheets)
C29 – C30	Bus Pullout, Driveway, and Curb Details (two (2) sheets)
L31	Landscape Legend and General Notes (one (1) sheet)
L32 – L37	Landscape Plan Sheets (six (6) sheets)
L38 – L39	Landscape Details (two (2) sheets)
- Update the Engineer's estimate of probable cost to match the 90% design.
- Using the City's standard specifications, develop 90% special provisions to include the specifications for the project design and stormwater treatment systems special provisions.
- Develop the project construction schedule.
- Submit the Ecology 90% Design Package Submittal for Ecology and City review and comment.

City of Ellensburg's Responsibilities

- City will provide a Word document of the latest City specifications.
- The City will review a 90% Draft submittal of plans, reports and special provisions. The City will provide a consolidated list or redline set of comments within the timeframe shown on the project schedule.

Assumptions:

- The Consultant will update plans and address City 60% review comments prior to producing the final 90% submittal documents.

Deliverables:

- Ecology 90% Design Package Submittal (Draft and Final):
 - Engineer's 90% Construction Estimate of Probable Cost (PDF and Excel Spreadsheet)
 - 90% Special Provisions (PDF and MS Word document)
 - 90% Design Report (PDF)
 - Estimated Construction Schedule (PDF and Excel Spreadsheet)
 - 90% Plans (PDF)
- City 90% Design Package comment response in MS Word document
- Ecology 90% Design Package comment response in MS Word document

Task 7 – Final Bid Package/100% PS&E

Upon receipt of an Ecology 90% Package Acceptance Letter and City review comments, the Consultant shall prepare 100% PS&E documents. Progressing the Design Report to Final Bid Package Deliverable will be in accordance with the general assumptions listed below:

- Revise the PS&E documents & Design Report per City and Ecology comments.
- Submit the revised 100% Final Bid Package Deliverable Submittal for Ecology and City review and comment.
- Respond to the City's and Ecology's comments and revise the 100% documents per these comments.
- Update construction schedule.

Deliverables:

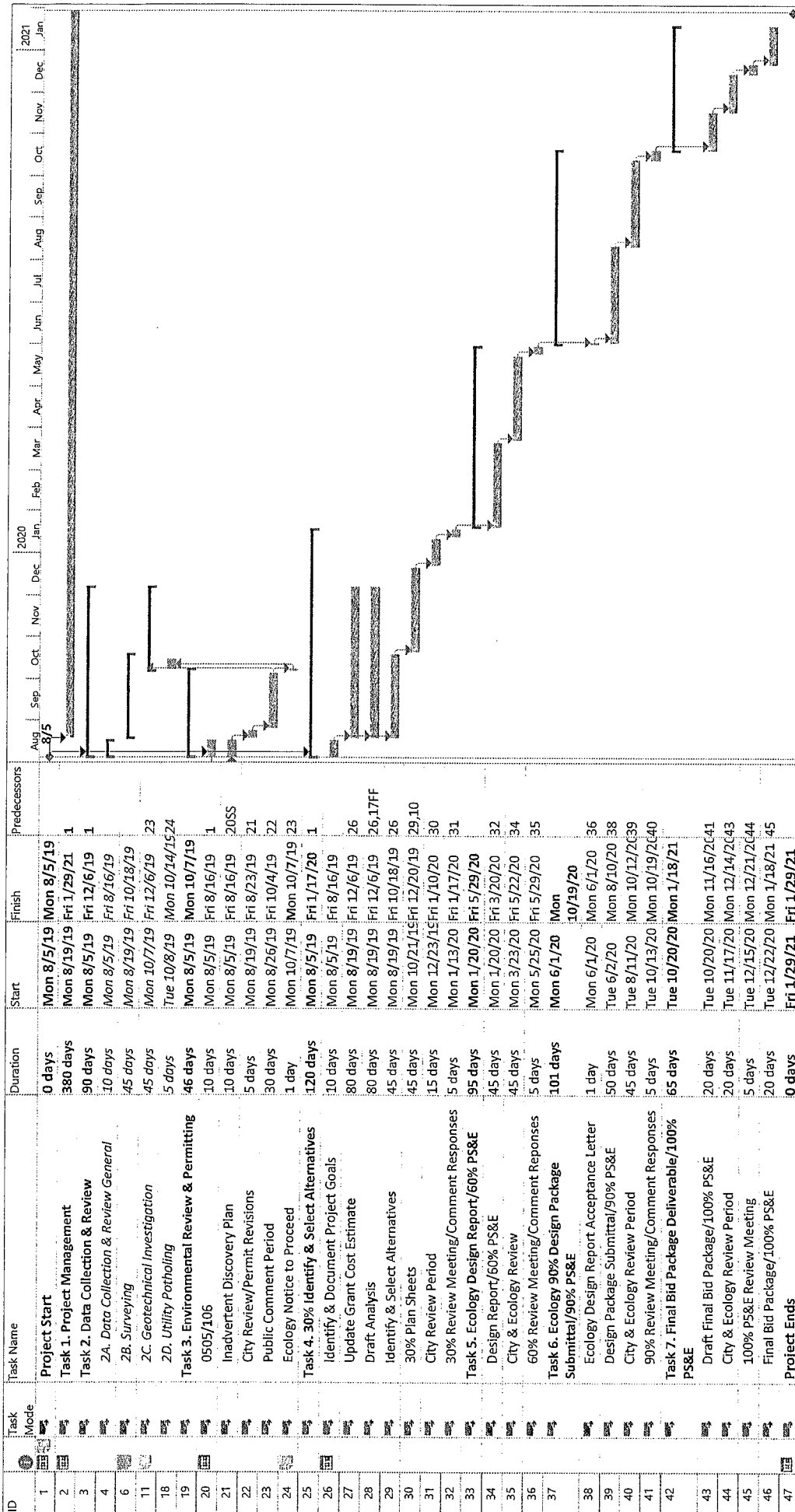
- 100% Design Package Submittal (Draft and Final):
 - Engineer's 100% Construction Estimate of Probable Cost (PDF and Excel Spreadsheet)
 - 100% Special Provisions (PDF and MS Word document)
 - 100% Design Report (PDF)
 - Estimated Construction Schedule (PDF and Excel Spreadsheet)
 - 100% Plan Sheets (PDF)
- Responses to City and Ecology 100% Design Package in table format (MS Word document)

Fees

This fee is based on the Scope of Services defined within Exhibit A and associated assumptions. Any modifications to the scope or requests for additional services will be agreed upon prior to proceeding.

Task #	Task Description	Subtotal
1	Project Management	\$27,518
2	Data Collection & Review	\$51,059
3	Environmental Review & Permitting & Public Outreach	\$4,470
4	30% Design	\$50,052
5	60% PS&E/Ecology Design Report	\$27,515
6	90% PS&E/Ecology 90% Design Package Submittal	\$73,659
7	100% PS&E/Final Bid Package Deliverable	\$28,757
Total		\$263,030

Exhibit B



Project: CoE Gateway SW Retro Date: Mon 7/22/19	Task	Project Summary	Manual Task	Start-only	Deadline
	Split	Inactive Task	Duration-only	Finish-only	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	

Ellensburg Gateway Stormwater Retrofit
Exhibit C
OCI Rates

Labor

Classification	NTE Billing Rate*
Principal	\$ 225.00
Project Manager	\$ 195.00
Senior Engineer	\$ 171.00
Project Engineer	\$ 139.50
Design Engineer	\$ 117.00
Engineer II	\$ 102.00
CADD Manager	\$ 138.00
CADD Tech	\$ 87.00
Project Accountant	\$ 129.81
Administration	\$ 69.00

* Staff to be billed using their DSC with a 3.0 multiplier. The rates shown are the max fully burdened billing rates per classification.

Reimbursables

Item	Rate
Mileage	Current IRS Rate
Parking	At Cost
Reproductions	At Cost
Postage/Shipping	At Cost

DATE October 1, 2020

TO Jon Morrow, Stormwater Manager, City of Ellensburg

FROM Aimee Navickis-Brasch, PhD, PE, Project Manager, OCI
Kaela Mansfield, PE, Deputy Project Manager, OCI

SUBJECT City of Ellensburg Gateway Stormwater Retrofit – Grading and Driveways Design
Scope Adjustment – Amendment 1

The original contract for consultant services for the above referenced agreement is amended to revise the scope with a budget increase, as follows:

The following is added to Task 6:

- Delineation and reconfiguration of new and existing driveways as directed by the City
- Grading design to tie in slopes between edge of construction (back of pathway) and existing grade at constructable slopes. In specific areas where a constructable slope cannot be achieved, OCI will propose two (2) alternatives for consideration by the City.
- Coordination with City utilities for site layout.

Assumptions:

- Coordination with City utilities shall be limited to up to three (3) exchanges of CAD files and up to two (2) hours of coordination meetings.

The following is added to Task 7:

- Additional hours to revise design, directly related to additional scope items added in Task 6.

The above scope revisions allow for the addition of \$50,000 to the project budget:

<i>Original Contract Amount</i>	\$ 263,030
<i>Task 6 Scope and Budget Addition</i>	\$ 35,000
<i>Task 7 Scope and Budget Addition</i>	\$ 15,000
<i>Amended Contract Amount (subtotal)</i>	\$ 313,030

All other terms and conditions of the original agreement, as amended, remain in effect.

Please sign and date in the space below to acknowledge your agreement to amend the contract as noted above.

Client: City of Ellensburg

By _____
Signature Date

Print or Type Name

Title

Consultant: Osborn Consulting, Inc.

By _____ 10/01/2020
Signature Date

Laura Ruppert

Print or Type Name

Vice President

Title



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: October 19, 2020

Item Title/Agenda Subject: Authorize the City Manager to sign an Agreement for Professional Services for the Natural Gas System Plan Update

Submitted by: Darin Yusi Public Works & Utilities

Recommended Action or Motion: Staff recommends that Council authorize the City Manager to execute the Professional Services Agreement with EN Engineering in the amount of \$47,900.00, and approve the necessary budget adjustments.

Background/Summary: Statement of Qualifications (SOQ's) from prospective consultants were received on Wednesday June 3, 2020 for the Gas Division System Plan Update. Staff received one SOQ and completed a full review process for the System Plan Update. EN Engineering is qualified and was selected to perform the work. Staff is requesting Council to authorize the City Manager to execute the Agreement for Professional Services with EN Engineering.

The City Gas Division completes a thorough evaluation of its entire system to confirm existing and potential gas loads are met with adequate flow and pressure throughout the system. The system plan identifies potential projects for maintaining and/or improving system reliability and integrity and generates a six-year capital investment plan. Gas System Plan Updates are performed on a six-year basis with the last plan being performed in 2014.

The agreement is being presented at the October 15th UAC meeting.

Previous Council Action: None

Analysis: After selecting EN Engineers as a qualified consultant to perform the Gas System Plan Update, staff then negotiated a Professional Services Agreement (lump sum) in the amount of

\$47,900.00.

The agreement consists of three major areas of work; System modeling and analysis, projected six-year capital improvement plan, and a telemetry analysis. The telemetry analysis was an additional item added for this system plan based on the need to update and improve current technology and have the ability to see system data in real time with alarming capabilities. The consultant will be providing system recommendations and an updated capital improvement plan. The Agreement also includes a 'Management Reserve' of \$4,000.00 for a 'Maximum Amount Payable' of \$47,900.00.

Financial Impact:

The Gas Division System Plan Update was included in the 6-year capital improvement plan for 2021 at \$50,000. Staff recognized an error in the year for this to be completed and advanced the project up to 2020 as adequate ending fund balance funds are available. Additional expenditure authority is needed.

Attachments:

[EN Professional Services Agreement](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
EN ENGINEERING, LLC**

RELATING TO: Natural Gas System Plan Update

THIS LUMP SUM AGREEMENT is made and entered into this 28th day of September, 2020 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and EN ENGINEERING, LLC, a Limited Liability Company authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Sytem Plan Update project.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY's specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

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

2. SCOPE OF WORK.

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work ("Services").

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 13 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through December 31, 2021. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

4. PAYMENT. The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. The CITY shall pay the CONTRACTOR as set forth in this section. In no event shall the amount paid by CITY exceed the Maximum Compensation as set forth in Section 5, unless otherwise agreed to by the CITY in writing. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.2. The CONSULTANT shall submit invoices to the CITY for work completed in accordance with Exhibit A. Invoices shall detail the work, and shall itemize with receipts and invoices the non-salary direct costs.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY.

4.6. Payment for "Extra Work" performed under Section 12 of this Agreement shall be as agreed to by the parties in writing.

4.7. The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing

and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is \$4000. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 12 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$47,900. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit D. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. OWNERSHIP OF DOCUMENTS. Upon completion of the work and payment of CONSULTANT'S fee, all documents, exhibits, photographic negatives, or other presentations of the work shall become the property of the CITY for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT. However, any alteration of the documents or unverified reuse of the documents, by the CITY or by others acting through or on behalf of the CITY, will be at the CITY's sole risk.

8. RECORDS. As a public agency, the CITY is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that CONSULTANT keeps records that are deemed public records and are needed for the CITY to respond to a request under the Act, as determined by the CITY, CONSULTANT agrees to make them promptly available to the CITY. Pursuant to Chapter 40.14 RCW, CONSULTANT shall retain records associated with this Agreement in accordance with the applicable retention schedule. CONSULTANT also agrees to indemnify and hold the CITY harmless from any claims or losses caused by CONSULTANT'S failure to make records available to the CITY as provided in this Agreement.

9. NONDISCRIMINATION. The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

9.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

10.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

10.2. In the event any subcontracting is approved, the subcontractor and its employees shall be required to execute the Non-Disclosure Agreement prior to being given access to any confidential information regarding the CITY's computer system.

10.3. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall

be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.4. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

11. SUPERVISION, INSPECTION AND PERFORMANCE.

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

11.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

12. CHANGES IN WORK. Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

13. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless

and until the written supplement is executed by both parties.

14. TERMINATION.

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

14.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed. Whenever the Agreement is terminated in accordance with this Section 14, the CONSULTANT shall be entitled to payment for actual work performed up to the termination date. Upon such termination, whether for convenience or default, an equitable adjustment in the contract price will be made by the CITY for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this Section 14 shall not constitute a breach of the Agreement by the CITY.

15. INDEMNIFICATION/HOLD HARMLESS.

15.1. The indemnification and defense obligations specified in this Section 15 ("Indemnity Obligations") have been mutually negotiated and shall survive the

expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall extend to the following claims brought by third parties against CITY. In the event a third party claim is brought against the CITY and the claim is not reduced to a suit, and such claim is alleged to have been caused by a violation of law, including state, federal or municipal law or ordinance, or negligent act, omission, breach of contract or willful or intentional misconduct of CONSULTANT, CITY shall provide CONSULTANT notice of the claim and an opportunity to defend and resolve the claim pursuant to and consistent with CONSULTANT'S indemnifications hereunder in this Section 15. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

15.1.1. Professional errors and omissions. For any losses that arise from any error, omission, negligence or other malpractice in the exercise of CONSULTANT'S professional judgment in the performance of architectural, landscape architectural, engineering, or land surveying services such that RCW 4.24.115 would apply, CONSULTANT shall defend the CITY from all such losses to the extent it is alleged to be caused by any violation of law, including state, federal or municipal law or ordinance, or negligent act, omission, breach of contract or willful or intentional misconduct of CONSULTANT, and CONSULTANT shall indemnify, and hold the CITY harmless from all such losses to the extent caused by any violation of law, including state, federal or municipal law or ordinance, or negligent act, omission, breach of contract, or willful or intentional misconduct of CONSULTANT. In the event of third party claims or losses that are caused by the concurrent negligence or fault of the CONSULTANT and the CITY, or the concurrent negligence or fault of another party not under contract with or control of CONSULTANT, CONSULTANT'S obligation of indemnity under this subparagraph, including the cost to defend hereunder shall be only to the proportionate extent caused by CONSULTANT'S violation of law, negligent act, omission or breach of contract or willful or intentional misconduct.

15.1.2. Construction claims. In the event that this Agreement is relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of any building, highway, road, excavation, or other structure, project, development, or improvement attached to real estate (specifically including moving or demolition in connection therewith) and therefore subject to RCW 4.24.115, CONSULTANT shall defend the CITY from all such losses to the extent it is alleged to be caused by any violation of law, including state, federal or municipal law or ordinance, or negligent act, omission, breach of contract or willful or intentional misconduct of CONSULTANT, and CONSULTANT shall indemnify and hold harmless the CITY from all losses to the extent caused, by any violation of law, including state, federal or municipal law or ordinance, or any negligent act or omission of CONSULTANT. In the event of third party claims or losses that are caused by the concurrent negligence or fault of the CONSULTANT and the CITY, or the concurrent negligence or fault of another party not under contract with or control of CONSULTANT, CONSULTANT'S obligation of indemnity under this subparagraph, including the cost to defend hereunder shall be only to the proportionate extent caused by CONSULTANT'S violation of law, negligent act, omission or breach of contract or willful or intentional misconduct.

15.2. In any and all claims against the CITY by any employee of CONSULTANT, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for CONSULTANT under the applicable worker's or workmen's compensation, benefit, or disability laws (including but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). CONSULTANT expressly waives any immunity CONSULTANT might have under such laws, and, by entering into this Agreement, acknowledges that this waiver has been mutually negotiated.

16. INSURANCE.

16.1. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

16.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

16.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

16.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the CITY; and,

16.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

16.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

16.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

16.4.1. Automobile Liability insurance with a minimum combined single

limit for bodily injury and property damage of \$1,000,000 per accident.

16.4.2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

16.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

16.5.2. The CONSULTANT's insurance shall be endorsed to state that coverage shall not be cancelled, suspended or materially changed by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

16.5.3. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

16.5.4. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

16.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

16.8. Cancellation. CONSULTANT will provide notice to the CITY of any cancellation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

17. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

18. NOTICE. All communications regarding this Agreement shall be sent to the

parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg
Gas Division
Attention: Darin Yusi
501 N. Anderson
Ellensburg, WA 98926

EN Engineering, LLC
28100 Torch Parkway
Warrenville, IL 60555

19. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

20. PRIORITY OF DOCUMENTS. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

21. MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

22. ASSIGNMENT. Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

23. WAIVER. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

24. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

25. EXHIBITS AND SIGNATURES. This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

Exhibit C – Consultant Labor Costs and Non-salary Reimbursable Costs

Exhibit D – Budget for Each Task

26. WAIVER OF DAMAGES. NEITHER CITY NOR CONSULTANT SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF REVENUE, LOSS OF USE, OR LOSS OF PRODUCTIVITY OR EFFICIENCY. THIS WAIVER OF PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT APPLY TO THE EXTENT SUCH DAMAGES ARE COVERED BY THE INSURANCE COVERAGES AND LIMITS REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER SECTIONS 16.3 AND 16.4 HEREIN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT:

By: _____

Printed
Name: _____

Title: _____

Tax ID#: _____

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

Exhibit A

Scope of Work and Clarifications

City of Ellensburg (COE) has requested EN Engineering (EN) to perform an analysis to review their current gas system infrastructure and to develop a six-year capital investment plan to include anticipated growth and infrastructure changes within their distribution system. Additionally, COE would like for EN to perform an analysis of COE's telemetry system related to the tap station, regulator station(s) and pressure recorders. The intent of the telemetry analysis is to provide COE guidance on replacing and upgrading the telemetry system. Considerations will include the ability to see live data and the remote integration of small pressure recorders.

System Planning and Modeling

System Planning and Modeling phase will include the following tasks:

- Review current model conditions.
- Convert the current Gasworks model into a Synergi model utilizing GIS data.
- Calibrate model based on actual operating conditions.
- Perform a six-year impact analysis of the future anticipated growth within the region utilizing publicly available data and infrastructure change that will impact the COE distribution system.
- Develop a report of the findings of the six-year impact analysis.

Telemetry Analysis

EN Automation (ENA), a division of EN Engineering will conduct virtual consultative interviews with up to three (3) individual stakeholders, to be selected by COE based on knowledge of the current telemetry equipment and processes as well as level of interest/ownership in future Telemetry system upgrade. The purpose of these interviews will be to elicit requirements and solidify vision/concept of the upgraded Telemetry system from COE. Each individual interview may be scheduled for up to two (2) hours, for a maximum of six (6) man-hours that may be scheduled for this phase.

After completing the interviewing and information gathering phase, ENA will draft and provide to COE an electronic document as the deliverable for this project. It is our understanding that it is the intention of COE that this document will be used as the basis of scope for a future RFP to solicit bids for services and materials to implement their Telemetry system upgrade(s). Initially, there will be three (3) natural gas stations considered as the basis for the analysis and upgrade scope. Scope definition will be such that the upgraded system will allow for expansion into additional stations.

Details of each phase are provided in the Project Scope section below.

EN Engineering proposes the following execution plan:

1. EN and COE will have a project kick-off meeting via conference call. During this meeting, the following minimum information will be reviewed / discussed:
 - a. Review current model configuration and parameters
 - b. Review existing modeling practices and standards
 - c. Project timeline
 - d. Deliverables
 - e. Additional project information as needed

System Planning and Modeling

1. EN will review COE's current Gasworks model and system planning documentation to establish a foundational understanding of the overall system interactions and constraints. Items to review may include:
 - a. System configuration including:
 - i. Overall system flow characteristics.
 - ii. Locations of gate and regulator stations with normal operating parameters and output pressure setpoint for summer and winters conditions.
 - iii. Pressure system schematics with valve locations identifying boundaries between pressure systems and designations of critical valves.
 - b. Standard parameters and existing modeling specifications including:
 - i. Design heating degree day
 - ii. Pipe efficiency assumptions/updates
 - iii. Standard gas properties
 - iv. Thermal parameters
 - v. Operating conditions (NOP, MAOP, Flow conditions, etc.)
 - c. Current loading process and files. This includes:
 - i. Reviewing the process for updating system loads based on of the previous two years actuals and weather conditions.
 - ii. Review process for customers node assignments.
2. EN will compare COE's model with the most recent GIS export to create a new model within Synergi modeling software. EN will document the discrepancies between the systems. Potential updates may include:
 - a. Asset updates/additions/removals. This includes modifying asset locations and attributes.
 - b. Connectivity review ensuring the nodes are appropriately connected throughout the distribution system.
3. EN and COE will hold a 1-hr review meeting discussing EN's findings, questions and preliminary report of the model.
4. EN will review existing customer information and geolocate each customer load to a location in GIS. As part of this process, EN will:
 - a. Ensure that all customer records have an assigned node in Synergi in the correct location. If new customers are needed, the customer location will be established via a geolocating analysis within GIS.
 - b. Review current load assignments within regions to ensure that the node assignments are geographically correct.
 - c. Evaluate the discrepancy in base loads and recommend correction actions.
 - d. Evaluate discrepancies in heating loads and recommend correction actions.
5. EN will review the previous two years of load and weather data to establish preliminarily customer load files. This includes:
 - a. Ensuring that all customer records have an assigned node in Synergi and assigning new customers to nodes. The customer location will be established via a geolocating analysis within the GIS.
 - b. Evaluating base loads through a statistical evaluation of the customer history and temperature conditions for non-heating degree day time periods.
 - c. Establishing customer heating factors through statistical evaluations of the customer history and temperature conditions for heating degree day time periods.

6. EN will calibrate the model to reflect existing conditions. Activities include:
 - d. Adjusting model parameters to ensure that the model accurately reflects existing conditions in the following scenarios:
 - i. Observed summer operating conditions (M-F time period)
 - ii. Observed peak loading conditions (M-F time period)
 - e. Develop documentation describing the process and requirements to calibrate the model. This includes:
 - i. Calibration workflow.
 - ii. Model standards.
 - iii. Process requirements.
7. EN will utilize the updated Synergi model to perform an analysis to model six-year growth and system impact based on publicly available data. This includes the following:
 - a. Develop a loading model to distribute potential loads through the system based on publicly available datasets. The analysis correlates the age, the insulating potential of buildings and consumer habits. This analysis includes:
 - i. Determining the estimate for building consumption for each customer during peak load. Both baseload and heating factors will be considered.
 - ii. Determining demand and load distribution throughout the system for each service.
8. A final report will be prepared utilizing the findings of the six-year impact analysis within the COE distribution system. The report will include:
 - a. Model methodology.
 - b. Current system performance.
 - c. Potential economic development.
 - d. Potential capital investment plans.

Telemetry Analysis

9. The following sections are proposed to make up the content of the deliverable document to be provided by ENA:
 - a. Executive summary
 - b. Existing System Functionality
 - c. Functional Requirements for upgraded Telemetry/SCADA system
 - d. Regulatory Considerations for System Upgrade
 - e. Upgrade Project List of Deliverables
 - f. Recommended qualifications for Systems Integrator to be evaluated against for Future Upgrade Project award

Clarifications:

1. Any work or services performed under this proposal will be performed by EN under the terms and conditions of the existing contract between EN and COE, including the clarifications described in this proposal. All sections and portions of this proposal are an integral part of this proposal.
2. Project pricing assumptions – general:
 - a. Status updates will be provided on a monthly basis.
 - b. All meetings and reviews will be held via teleconference. Costs associated with face-to-face meetings will be charged on a T&M basis beyond this proposal. Scheduled face-to-face meetings may be delayed or cancelled due to COVID-19 concerns in accordance with responsible social distancing practices.

3. Project pricing assumptions – system planning & modeling:
 - a. EN will use COE current GIS data to develop a Synergi model utilizing the current Gasworks model parameters. The Synergi model is an advance modeling software that will be utilized within the analysis. If COE would prefer EN to utilize their current Gasworks model, COE will be required to either purchase an additional license for EN to utilize the model or access within their system to perform the analysis. Additionally, there could be additional cost as it relates to necessary training to use Gasworks software.
 - b. EN assumes the GIS has been updated to reflect recent construction and configuration modifications. EN will not be updating the model based on documents, as-builts or other records provided by COE.
 - c. EN assumes all customer services locations are spatially known within GIS and will be modeled as demand nodes.
 - d. The model is designed as a continuous feed system and the modeled regulator data will provide inlet and outlet pressures of the system.
 - e. Customer loads are assumed with COE system utilizing 40 or 60 cfh per each service.
 - f. The system supplies are modeled as source nodes.
 - g. EN's proposal accounts for a maximum of two revisions to the final report based on COE feedback.
4. Project pricing assumptions – Telemetry Analysis
 - a. Cost estimate is for an ENA Project Manager to spend up to a maximum of seventeen (17) man-hours to complete the deliverable document and transmit to COE. It is understood that the depth and breadth of the deliverable will be commensurate with the basis of estimated man-hours.
 - b. The final deliverable with all agreed upon sections complete will be submitted electronically and accepted by COE as-is.
 - c. Any requests for revisions or for additional content by COE after ENA's submittal are not included in the estimated price and would be subject to additional per-hour cost using the attached rate table.
 - d. No travel for field visits are included in telemetry analysis scope, and all meetings and interviews are to be conducted online/virtually rather than face-to-face due to current public health concerns around COVID-19.
5. Items to be provided by COE:
 - a. Most current Gasworks model
 - b. Shapefile of Ellensburg's GIS containing
 - i. Pipe Locations
 - ii. Gate Valve locations
 - iii. Regulator locations
 - iv. Pressure recorder locations
 - c. Pressure system schematics and operating conditions
 - d. Locations of gate and regulator stations with normal operating parameters, output pressure setpoints, and outlet valves for summer and winter conditions
 - e. Locations of calibration points with associated information including paired weather and pressure data

Exhibit B

Schedule for the Work

EN will commence on a date that is mutually agreeable to both EN and City of Ellensburg.

- It is anticipated the project kickoff will occur in October 2020
- Throughout the course of the project, EN will provide periodic project status updates
- The project is anticipated to complete prior to January 31, 2021, pending kickoff date.

Exhibit C

Consultant Labor Costs and Non-salary Reimbursable Costs

EN Engineering Integrity, Corrosion and Consulting Services - January 1, 2020 to December 31, 2020

Personnel or Service Description	Hourly Rate
Principal Consultant	\$235
Chief Metallurgist/Principal Metallurgical Consultant	\$235
Sr. Project Manager/Sr. Technical Consultant	\$195
Project Manager/Sr. Technical Lead	\$170
Technical Lead	\$160
Consulting Engineer/Specialist III	\$150
Sr. Corrosion Engineer	\$142
Consulting Engineer/Specialist II	\$142
Corrosion Engineer	\$132
Consulting Engineer/Specialist I	\$121
Associate Consulting Engineer/Specialist III	\$112
Associate Consulting Engineer/Specialist II	\$102
Associate Corrosion Engineer	\$102
Sr. Corrosion Technician	\$93
Associate Consulting Engineer/Specialist I	\$90
Corrosion Technician	\$80
GIS and Data Services	
Analytical Solution Architect	\$138
Analytical Solution Developer	\$128
Sr. Data/GIS Analyst	\$103
Data/GIS Analyst	\$93
Sr. Data/GIS Technician	\$78
Data/GIS Technician	\$63
Data/GIS Associate	\$51
Support Services	
Project Controls Engineer	\$115
Designer	\$88
Drafter/Sr. Drafter	\$77
Project Assistant/Administrative Assistant/Project Controls Specialist	\$65

Integrity, Corrosion and Consulting Services
Effective January 1, 2020 to December 31, 2020

Notes:

1. The above hourly rates include salary, payroll burdens, other overheads and fee. These rates do not include state or local gross receipts, sales, use or other forms of special business or occupation taxes not generally levied by most states. Costs associated with such taxes will be charged at actual cost.
2. Above rates are valid through December 31, 2020 after which they are subject to an annual adjustment based on inflation and changes in the labor market.
3. Overtime approved by the client will be charged at a rate of 1.5 times the regular hourly rate for non-exempt employees (senior drafter, drafter, senior administrative assistant, and administrative assistant) for time worked over 40 hours per week, weekends and holidays. Exempt employees will be charged at the hourly rate for all hours worked.
4. Travel time shall be invoiced portal to portal at the above rates.
5. An invoice will be submitted at the end of each month based on the work completed that month. Payment for the amount invoiced is due and payable within thirty (30) days following receipt of EN Engineering invoice. Invoices not paid within 45 days are subject to a 1.5% per month interest charge.
6. EN Engineering (ENE) reserves the right to charge a flat rate of \$96.00/hour to complete and/or provide operator qualification and/or safety plan and drug compliance documentation for programs that are outside of those currently subscribed to by ENE.
7. Please contact EN Engineering for additional information or to establish project specific rates negotiated outside of scope of this document.
8. Computer drafting work will be charged at the above rates for the operator plus an hourly rate for the equipment of \$15.00 per hour.
9. Software will be charged at the below rates in addition to above rates for personnel:

Software	Hourly Rate
• PRCI – AC Predictive and Mitigation Techniques • Cathodic Protection Data Management/Pipeline Compliance (CPDM/PCS) Database System • RSTRENG/Technical Tool Box	\$10/Each
• Pipe Stress Analysis – Caesar II • Hydraulic /Surge Modeling (Synergi, Pipe Flow, Natasha, HYSYS, AFT) • Electrical Analysis Software (ETap, EZ Power or SKM) • Aspen Suite (Process Simulation HYSIS and other modules)	\$30/Each
• SES – Right-of-Way Pro (AC and DC Mitigation Modeling) • SES – Multi-Fields (DC Attenuation Modeling)	\$50/Each

10. Equipment rates for field corrosion measurement and data acquisition will be charged in addition to above rates for personnel.

Integrity, Corrosion and Consulting Services
Effective January 1, 2020 to December 31, 2020

Equipment	Daily Rate
Standard Field Equipment Bundle (102201): Multi-meter, reference electrode, basic hand tools, wire reels, test leads, clips and shunts.	\$15/Bundle
102202 - Coating Holiday Detector Low Voltage 102203 - Digital Data Logging Equipment 102204 - Pipeline Locator with Depth Discrimination 102205 - Personnel Gas Monitoring (Safety) Equipment 102206 - Ultrasound (conventional handheld) - Handheld Data Collector (Allegro/MC Miller or equivalent)	\$15/Each
102301 - Geo-Position Synchronous Interrupter 102302 - Portable Power Supply 102203 - Dye Penetrant Test Equipment	\$30/Each
102401 - Coating Holiday Detector High Voltage 102402 - Direct Assessment Dig Kit 102403 - Pipeline Current Mapping (PCM) with A-Frame	\$50/Each
102501 - Trimble Pro XRS-GPS Pathfinder or equivalent 102502 - Ultrasound (B-Scan Graphical) 102503 - SwitchMode 50V-50A Portable Test Rectifier	\$60/Each
102601 - Methane /Propane Leak Detection Equipment 102602 - Seikowave 3D Wall Loss Scanner/Software 102603 - AG1 - MiniSting R1 - Electrical Resistivity Meter 102604 - RD, Stray Current Mapper Kit	\$75/Each

11. Soil Testing and Laboratory Rates will be charged at the below rates:

Soil Testing and Laboratory Rates	Per Sample Rate
Soil Sample Testing (Test Series – 102101):	
- pH – ASTM G-51 - Chloride Content – ASTM D-512 - Sulfate Content – ASTM D-516 - Resistivity – ASTM G-57 - Redox – AWWA C-105	\$160/Series
Microbiological Influenced Testing (Kit – 102102):	
- Aerobic Acid Producing Bacteria (5 bottle-green) - Anaerobic Acid Producing Bacteria (5 bottle-blue) - General Anaerobic Bacteria (5 bottle-gold) - Sulfate-reducing Bacteria (5 bottle-silver)	\$100/Kit

Note: unless superseded by a controlled “chain-of-custody” or “custody-of-transfer” process, test specimen(s), (e.g. pipe or soil samples), will be disposed of ten (10) calendar days after testing and assessment completion. Client must provide prior notification if the sample is required to be returned or held.

Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for basic and additional services and include those expenses incurred by COMPANY in the interest of the project, as identified by the following clauses:

Integrity, Corrosion and Consulting Services
Effective January 1, 2020 to December 31, 2020

1. **Automobile Mileage** - Automobile mileage shall be reimbursed at the standard IRS rate for actual miles traveled in the performance of services. Automobile reimbursement will be adjusted in accordance with IRS guidelines.
2. **Expenses of Additional Insurance** coverage limits, including professional liability insurance, requested by Company in excess of that normally carried by EN Engineering or EN Engineering's consultants.
3. **Reproduction Services** which includes duplicating and plotting, will be charged at the rates shown below:

Reproduction Services	Color	B&W
Plotting (Per ft ²)	1.00	0.20
Duplicating 8½x11 /ea.	0.40	0.10
Duplicating 11x17 /ea.	0.80	0.20
Third-party services	Cost plus 10%	Cost plus 10%

4. **Direct costs** incurred in performing the engineering services will be charged at **actual cost**. Such direct costs include but are not limited to the following:
 - a. Expenses in connection with authorized out-of-town travel charge shall include but not be limited to: airfares, automobile rental, lodging, meals, taxi fares, public transportation and parking.
 - b. Expense of postage, courier and messenger services, and handling drawings, specifications and other documents, in connection with the project.
 - c. Expenses of maps, records, abstract fees, permit fees, supplies etc.
 - d. Personal Protective Equipment (PPE) or other safety equipment that is specified as required by the company.
5. **Indirect costs** incurred related to the performing the engineering services will be charged at actual cost plus **10%**. Such indirect costs shall include but not be limited to the following:
 - a. Expenses for special services or supplies applicable to the project, such as outside technical consultants, outside laboratory expenses, and other identifiable costs.
 - b. Expenses to provide services supplied by a subcontractor or third party consultant such as field survey services, environmental permitting services, land and right-of-way acquisition services, construction inspection services using a third party subcontractor, or third party geotechnical services.
 - c. Expenses for special equipment that includes, but is not limited to: computer time rental, computer software and hardware, reference materials, tools, testing equipment, cameras, video gear, etc. which has been authorized by client for rental, lease, or purchase authorized by client for rental, lease, or purchase.

Exhibit D

Budget for Each Task

EN proposes to provide services on a **Time & Materials Not to Exceed (T&M NTE)** basis consistent with the schedule of rates as found in Exhibit C.

EN's budgetary estimate, per task, for this work is as follows:

- | | | |
|---|-------------------------------------|------------------|
| <ul style="list-style-type: none">• | System Planning and Modeling | \$ 40,900 |
| <ul style="list-style-type: none">• | Telemetry Analysis | \$ 3,000 |

Total budgetary estimate for all services:	\$43,900
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Project cost estimate is subject to change if any of the listed project assumptions change. EN will provide a written change order for any change in scope or cost assumption. This change order document will:

- need to be approved by the City of Ellensburg and returned to EN prior to proceeding with the scope change in work; or
- the City of Ellensburg will provide an additional purchase order to cover the identified scope change and costs prior to EN proceeding with the work

Project Work will be scheduled upon the receipt of a signed Purchase Order/Contract referencing this proposal.

Acceptance of this proposal must be made with ninety (90) days of submission.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: October 19, 2020

Item Title/Agenda Subject: Agreement with Kittitas County Chamber of Commerce for Tourism and Visitor Information Center (VIC) Operations.

Submitted by: Laurie Gigstead City Manager Department

Recommended Action or Motion: The Lodging Tax Advisory Committee recommends City Council approve the attached Agreement with the Kittitas County Chamber of Commerce for budget years 2021 in the amount of \$254,751.24 and 2022 in the amount of \$267,488.80.

Background/Summary: The Lodging Tax Advisory Committee recommends Council's consideration and approval of an agreement with the Kittitas County Chamber of Commerce for budget years 2021 and 2022.

Previous Council Action: On August 14, 2020 the City Manager sent official notice to the Kittitas County Chamber of Commerce notifying the Chamber of the need to renegotiate the current agreement in light of the decrease in lodging tax revenues due to the COVID 19 pandemic. The Chamber proposed a funding request of \$254,751.24 for 2021 and \$267,488.80 for 2022, which would include tourism promotion and operation of the Visitor Information Center on Main Street (attached Exhibit A of the Professional Services Agreement). At their October 7, 2020 meeting the Lodging Tax Advisory Committee reviewed the proposal and approved a motion to recommend to the City Council approve an agreement for budget years 2021 in the amount of \$254,751.24 and 2022 in the amount of \$267,488.80.

Analysis: The Lodging Tax Advisory Committee feels the LTAC funds are appropriately spent with the Chamber. The committee determined the proposed amounts by the Chamber were reasonable in light of the decreased revenues and the new agreement reflects those amounts.

Financial Impact: The Lodging Tax Advisory Committee previously estimated

revenues for 2021 at \$360,000 and for 2022 at \$400,000 and has recommended a proposed 2021/2022 budget for funding this agreement.

Attachments:

[PSA with Chamber - Tourism Marketing-Advertising and VIC Operations 2021-2022](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
KITITAS COUNTY CHAMBER OF COMMERCE**

RELATING TO: TOURISM MARKETING/ADVERTISING AND VIC OPERATIONS

THIS LUMP SUM AGREEMENT is made and entered into this _____ day of October, 2020 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a municipal corporation of the State of Washington, (hereinafter called the "CITY"), and Kittitas County Chamber of Commerce, a Washington non-profit organization authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the operation of the marketing/advertising for tourism and operation of the Visitor Information Center within the CITY.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY's specifications and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

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

2. SCOPE OF WORK.

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work ("Services").

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 12 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

3. TIME OF PERFORMANCE – DURATION - RENEWAL. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable. This Agreement shall extend through December 31, 2022. The work performed and results of marketing efforts will be evaluated by the Lodging Tax Advisory Committee ("LTAC") annually, using metrics for evaluation as listed in the attached Exhibit B. Either party may terminate this Agreement as set forth in Section 13, below.

4. PAYMENT. The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. The CITY shall pay the CONTRACTOR as set forth in this section. In no event shall the amount paid by CITY exceed the Maximum Compensation as set forth in Section 5, unless otherwise agreed to by the CITY in writing. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.2. The CONSULTANT shall submit invoices to the CITY for work completed in accordance with Exhibit A. Invoices shall detail the work, and shall itemize with receipts and invoices the non-salary direct costs.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Payment shall be made from the City's Lodging Tax Fund to the Chamber for the provision of its services based upon the budget included in 'Exhibit C' which is made a part of this agreement. Payments for those budget items shown on 'Exhibit C' for Administration of Marketing and Visitor Information Center Operations shall be made on a monthly basis. Payment for the services and products covered by this agreement shall be on a reimbursable basis to the Chamber for costs incurred. Payments made by the City to the Chamber under this agreement shall in no event exceed the total amount shown on the budget in 'Exhibit C' of this agreement.

4.6. Payment for "Extra Work" performed under Section 12 of this Agreement shall be as agreed to by the parties in writing.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$254,751.24 in 2021 and \$267,488.80 in 2022. This amount is the maximum amount to be paid each year under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit C. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. OWNERSHIP OF DOCUMENTS. Upon completion of the work, all documents, exhibits, photographic negatives, or other presentations of the work shall become the

property of the CITY for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT. However, any alteration of the documents, by the CITY or by others acting through or on behalf of the CITY, will be at the CITY's sole risk.

8. NONDISCRIMINATION. The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

8.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

8.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

9. SUBCONTRACTING.

9.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

9.2. In all solicitation either by competitive bidding, RFP process, or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials, equipment, website maintenance or marketing services, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements. The CONSULTANT shall solicit competitively for services or subcontracts that are in excess of (\$15,000) dollars.

9.3. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

10. SUPERVISION, INSPECTION AND PERFORMANCE.

10.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

10.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified,

experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

10.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

11. CHANGES IN WORK. Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

12. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

13. TERMINATION.

13.1. The CITY may terminate this Agreement at any time, for the convenience of the CITY, upon not less than thirty (30) days written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT.

13.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on

unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

13.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed.

14. INDEMNIFICATION/HOLD HARMLESS.

14.1. The indemnification and defense obligations specified in this Section 14 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

14.1.1. Professional errors and omissions. For any losses that arise from any error, omission, negligence or other malpractice in the exercise of CONSULTANT's professional judgment in the performance of architectural, landscape architectural, engineering, or land surveying services such that RCW 4.24.115 would apply, CONSULTANT shall defend, indemnify, and hold the CITY harmless from all such losses to the extent caused, or alleged to be caused, by any violation of law, including state, federal or municipal law or ordinance, or negligent act, omission, breach of contract, or willful or intentional misconduct of CONSULTANT. The obligation of indemnity under this subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the CITY.

14.2. In any and all claims against the CITY by any employee of CONSULTANT, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for CONSULTANT under the applicable worker's or workmen's

compensation, benefit, or disability laws (including but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). CONSULTANT expressly waives any immunity CONSULTANT might have under such laws, and, by entering into this Agreement, acknowledges that this waiver has been mutually negotiated.

15. INSURANCE.

15.1. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

15.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

15.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

15.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

15.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the CITY; and,

15.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

15.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

15.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

15.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

15.4.2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

15.4.3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

15.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

15.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

15.5.2. The CONSULTANT's insurance shall be endorsed to state that coverage shall not be cancelled, suspended or materially changed by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

15.5.3. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

15.5.4. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

15.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

15.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

15.8. Cancellation. No cancellation of the foregoing coverage shall be effective without thirty (30) days prior notice to the CITY.

16. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

17. NOTICE. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg
City Manager's office
501 N. Anderson
Ellensburg, WA 98926

Kittitas County Chamber of Commerce
609 North Main Street
Ellensburg, WA 98926

18. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

19. PRIORITY OF DOCUMENTS. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

20. MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

21. ASSIGNMENT. Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

22. WAIVER. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

23. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

24. EXHIBITS AND SIGNATURES. This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work
Exhibit B – Metrics for Evaluation of Performance
Exhibit C – Budget for Each Task

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT:

By: _____

Printed
Name: _____

Title: _____

Tax ID#: _____

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

EXHIBIT A

Applicant Information

Organization Name: KITTITAS COUNTY CHAMBER OF COMMERCE

Organization Mailing & Physical Address: 609 N MAIN STREET ELLENSBURG 98926

Organization Contact Person and Title: MADISON FORD, DIRECTOR OF TOURISM AND EVENTS

Organization/Contact Phone: 509.925.2002 Email: MADISON@KITITASCOUNTYCHAMBER.COM Fax: 509.962.6148

Preferred days and hours to call/contact: MONDAY – FRIDAY 8A-5P

Organization Website: MYELLENSBURG.COM

Federal Tax ID Number: 91-0210430 UBI Number: 601133921

Organization is Government Entity ☐ 501(c) 3 ☒ 501(c) 6 Other

Year's organization has been involved in tourism promotion in the City of Ellensburg: 40 years (as Ellensburg Chamber of Commerce). Intensively since 2000.

Funding Request Detail

2021 City of Ellensburg Lodging Tax Funding Request: \$ 254,751.24

2022 City of Ellensburg Lodging Tax Funding Request: \$ 267,488.8

- Identify the specific tourism audience/market located more than 50 miles from Ellensburg that your organization will target with these funds: Being in Central Washington we have the ability to draw from at least an hour away in all directions: Wenatchee, Chelan, Okanogan, Osyoos Canada, Spokane, Coeur d'Alene, Sandpoint, Kellogg, Pullman, Lewiston, Tri-Cities, The Dalles, Portland, Tacoma, Yelm, Lacey, Seattle Metro, Bellevue and North/Western Washington, specifically Pierce and King Counties. Our interest groups are outdoor recreation, historic and educational, festival and event specific, business travel, sports, small group getaways, and simple escapes from the urban lifestyle.
- Describe in detail the tourism promotion activities that will be performed or provided with the funding request above, that specifically target the tourism audience/market listed in #2:

In conjunction with county promotions we will promote great weather, activities such as hiking, biking, fishing, hunting, wildlife viewing, scenic drives, festivals, events, downtown destination shopping, and other active activities that our region provides. Our focus areas are honed in by working with the consolidated lodging tax committee and continuous tourism and destination marketing research with industry partners across the country. In the next few years post-COVID-19 specifically, our focuses will be on recreating responsibly, self guided excursions, scenic drives, photography opportunities, walking tours, Scenic Byway and small town promotion, and allowing for reconnection and escape as moral confliction in travel eases.

- List on the following page the proposed quantity of specific tourism promotional activities described in #3 above and the corresponding funding request for each activity.

ACTIVITY	NUMBER PROJECTED	
	2021	2022

In Person Visits	5,500	5,775
------------------	-------	-------

Physical location and days/hours and when/where contacts are to take place:

The main Ellensburg Visitor Center is located on 609 N Main Street. The location will be open October thru May six (6) days a week Monday-Friday 9a-5p and Saturday's 10a-2p. May thru September seven (7) days a week Monday-Friday 9a-5p and Weekends 10a-2p. Our downtown location is open each weekend from June-September 11am-7pm.

Lodging Tax Partners

Partners	143	150
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E-mail address and Phone #; anticipated schedule when phone contacts will be made:

Currently the tourism department has a database of 136 close partners that are local businesses featured in our campaign, make up our tourism committee, and are involved in local events. We meet with each partner regularly, and work with them to develop tourist-facing content.

Brochures Produced/Printed	50,000	50,000
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The Tourism Department produces approximately 50,000 visitor guides and maps each year that feature activities available including festivals and events, retail, lodging listings and other community information that most travelers will base their trips upon.

Brochures Distributed/Mailed

Distribution method:

Under the contract of services, 1 part time person is supervised for the purpose of distribution of local brochures (festival and events) and Visitor information (visitor guides, maps) throughout 27 locations in the City of Ellensburg. We also respond to a wide variety of inquiries on topics such as relocation, intent to travel, wedding parties, conferences, meetings and other business requests. We have had 485 lead requests via print brochures and guides that have been mailed in 2019, our last full-term year, just at the main Ellensburg VIC.

Users on MyEllensburg	250,000	262,500
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Tourism promotion uses different approaches to digital/social media by advertising on several different paid and organic mediums, including social advertising, display advertising, video advertising, search engine marketing, and organic content such as newsletters and blogs to generate traffic to the website. The main attributing sources for our online traffic are display advertising, and social media advertising on Facebook and Instagram.

DECLARATION

I understand the Washington State limitations placed on use of Hotel/Motel Tax funds, and certify that the requested funds will be used only for purposes described in this application and established by state law and county policy. I have the authority of the organization/entity represented in this application to submit this request for funding on its behalf. I understand the use of funds is subject to audit by the State of Washington.

I declare that the foregoing is true and correct to the best of my knowledge.

Madison Ford
Print Name

Director of Tourism and Events
Title



Signature

10-1-2020
Date

EXHIBIT B METRICS FOR EVALUATION

Assessment:

Performance will be assessed by the Ellensburg Lodging Tax Advisory Committee based upon information provided by the Chamber which will include:

1. The Star Report of hotel/motel occupancy
2. Organic Search
3. Form Fills
4. Engagement Rates
5. In addition to the goal for Lodging Tax receipts to increase by five percent (5%) annually overall Ellensburg Lodging Tax revenue will be compared with previous year receipts.
6. Sales tax summary for tourism based business categories (to be supplied monthly by the City).

EXHIBIT C
BUDGET ATTACHMENT

2021			2022	
MARKETING	Budget		MARKETING	Budget
Salaries and Administration	\$ 89,573.24		Salaries and Administration	\$ 94,051.90
Website	\$ 8,500.00		Website	\$ 8,925.00
Online	\$ 90,710.00		Online	\$ 95,245.50
TV	\$ -		TV	\$ -
Print	\$ 2,000.00		Print	\$ 2,100.00
Collateral Material	\$ 5,000.00		Collateral Material	\$ 5,250.00
Strategy	\$ -		Strategy	\$ -
Total Contract Budget	\$ 195,783.24		Total Contract Budget	\$ 205,572.40
VIC	Budget		VIC	Budget
Salaries and Administration	\$ 43,792.00		Salaries and Administration	\$ 45,981.60
Office Expenses:	\$ 15,176.00		Office Expenses:	\$ 15,934.80
Total Contract Budget	\$58,968.00		Total Contract Budget	\$61,916.40
Total Contract Combined	\$254,751.24		Total Contract Combined	\$267,488.80



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: October 19, 2020

Item Title/Agenda Subject: Official Newspaper Contract Bid Award

Submitted by: Beth Leader City Clerk

Recommended Action or Motion: Award the bid for the City's official newspaper contract to the Daily Record

Background/Summary: The City issued Bid Call 2020-31 for the City's official newspaper contract, for a one year term, commencing November 1, 2020. Per the bid specification, bidders must represent a newspaper of general circulation within the city limits and must be able to provide publication of legal notices within two working days of notification by the City. The rates charged for publication of legal notices shall not exceed the national advertising rate extended by the newspaper to all general advertisers and advertising agencies in its published rate card.

Previous Council Action: None

Analysis: Bids were opened on October 12, 2020. One bid was received from the Daily Record in the amount of \$8.80 per column inch. The bid complies with the number of days from notification by the City for publication of legal notices of two working days.

Financial Impact: The bid amount is the same as last year.

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.


AUDITING OFFICER

10/12/2020
DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **19TH DAY OF OCTOBER 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	150361	TO	150556	\$ 567,800.52
EFT #'s	4437	TO	4461	\$ 1,343,960.46

Payroll Fund				Total Amounts
Check #'s	95214	TO	95219	\$ 8,501.70
Direct Deposits	57885	TO	58091	\$ 377,970.27

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: October 19, 2020

Item Title/Agenda Subject: Resolution to Approve Preliminary Plat Application (P19-147) for Ellensburg Flats Subdivision (Quasi-judicial Closed Record Hearing)

Submitted by: Shannon Johnson Community Development

Recommended Action or Motion:

- 1) Hold Closed Record Hearing
- 2) Adopt the attached Resolution approving the Preliminary Plat application of Ellensburg Flats Subdivision, incorporating the Hearing Examiner's September 2, 2020 Recommended Findings of Fact, Conclusion of Law, Decision and Conditions of Approval.

Background/Summary:

The purpose of this closed record quasi-judicial hearing is for City Council to consider the application for a proposed preliminary plat subdivision, known as "Ellensburg Flats," submitted by Byron Borton, agent for the owner, Falcon Ridge Investments, LLC. This hearing is being held pursuant to the requirements of Chapter 15.260, Subdivision Procedures, of the Ellensburg City Code. A SEPA Mitigated Determination of Non-Significance (MDNS) was issued for this project on July 15, 2020.

The Hearing Examiner's September 2, 2020 Findings of Fact, Conclusions of Law, Decision and Conditions of Approval is attached to this report as Exhibit 1, and includes 13 exhibits which are attached to this report as **Exhibits 1.1 thru 1.12**, and the September 2, 2020 Staff Agenda Report submitted to the Hearing Examiner record as **Exhibit 1.13**.

The applicant appeared at the hearing and testified in favor of the project, and agreed with the staff proposed conditions of approval as outlined in **Exhibit 1.13**. No member of the public testified at the hearing.

This proposed preliminary plat is located on Kittitas County Assessor's Parcel ID# 11489. The proposed Phase 1 is located east of N. Ellington Street and proposed Phase 2 is

located mainly west of N. Ellington Street, in the City of Ellensburg, WA. A vicinity map and reduced scale preliminary drawing showing the location of the lots and other plat features are included (**Exhibits 1.1 & 1.2**).

The subject property is 35.55 acres in size and is currently zoned Residential Suburban Density (R-S) and lies within the Airport Overlay (A-O) Zone.

Property zoned as Residential Suburban (R-S) allows for detached single-family dwellings as the predominate land use, with a base maximum density of 6 dwelling units/acre. Additionally, the property is subject to density limitations of 3 and 6 dwelling units/acre as regulated by the Airport Overlay (A-O) zone.

The applicant's proposal would create 75 separate residential lots, which is well within the allowable maximum density. The project will be developed in two phases, intended for residential lots ranging in size from approximately 8,043 square feet to 21,597 square feet. The proposed Phase 1 is located east of N. Ellington Street and proposed Phase 2 is located mainly west of N. Ellington Street. In addition to the 75 residential lots, there will be one undeveloped 10.06-acre lot, "Tract A", where the established wetlands and associated buffers are located as described in the associated critical area report.

The lots will have frontage onto public roadways which will need to be improved as part of this project. N. Ellington Street, E. Falcon Road, E. Chason Avenue, and the north half of E. Chinook Road and E. Country Side Avenue improvements will need to be extended as a part of Phase 1 of this project. North Ellington Street, E. Falcon Road, Jamie Avenue, and Bader Lane improvements will need to be extended as part of Phase 2. As part of Phase 2 improvements, the east half of N. Water Street will be constructed from E. Falcon Road north to Bowers Road. Right-of-Way for a future extension of N. Water Street will be dedicated across Tract A as part of Phase 2 of the subdivision.

The Public Works Department works with the Ellensburg School District at the time of civil construction review of the plat to ensure that the goals of their "Guide for Planning and

improving School Walk and Bike Routes” are implemented on projects within one mile of schools. In speaking with the Ellensburg School District Director of Transportation, this particular plat is located outside of the required ½ mile radius for the nearest elementary school, which is Mount Stuart Elementary. This means that the school district does not expect children in this area to walk to school and, therefore, continued and expanded bus services will be planned for this area.

The extension and construction of the street frontage improvements as discussed above, provide beginning connectivity to achieve goals and policies within the land use, housing, and transportation chapters of the Ellensburg Comprehensive Plan. Parks and open space requirements will be met through the payment of park impact fees.

Site Characteristics:

North: The land to the north is Vacant Land outside City Limits

South: The land to the south is Residential Land within City limits

East: Vacant Land outside City Limits, owned by the Kittitas County Airport

West: The land to the west is Residential Land outside City limits.

Previous Council Action: N/A

Analysis:

The Review Procedures and Criteria for the Preliminary Plat process are outlined in Chapter 15.260 of the Land Development Code. Pursuant to ECC 15.260.060(D), a public hearing was held before Hearing Examiner Andrew Kottkamp on September 2, 2020. Kottkamp’s September 2, 2020 Recommended Findings of Fact, Conclusion of Law, and Decision and Conditions of Approval have been included within this report as **Exhibit 1**. The Hearing Examiner recommended that the Ellensburg Flats Preliminary Plat be approved with the eight conditions as stated in Exhibit 1.

Pursuant to ECC 15.260.060(E)(1), the City Council shall, at the conclusion of the hearing, make its own decision supported by written findings of fact and conclusions of law and approve, approve with conditions, or disapprove the preliminary

subdivision application. Council is being requested to approve the preliminary plat subdivision application by adopting the proposed Resolution, which incorporates the Hearing Examiner's Recommendations. Alternatively, prior to making a decision and pursuant to ECC 15.260.060(E)(2), Council may: 1) refer the preliminary subdivision application back to the hearing examiner for further consideration; 2) require the applicant to modify the preliminary subdivision application; or 3) require more information to be submitted by the applicant.

The decision criteria that City Council must consider are set forth in ECC 15.260.060(F) as follows:

1. The preliminary subdivision conforms to all applicable zoning standards of the city as set forth in the LDC, including the form and intensity standards in Chapter 15.320 ECC, the streetscape design standards in Chapter 15.410 ECC, the subdivision design standards in Chapter 15.420 ECC, the project design standards in Division V, and the public works development standards;
2. All lots within the preliminary subdivision are provided with satisfactory access established consistent with the requirements of the public works development standards, ECC Title 4, public works construction, the streetscape design standards and subdivision design and block standards in Division IV, and the project design standards in Division V;
3. All lots within the preliminary subdivision are provided with adequate provisions for water supplies, sanitary wastewater facilities, and storm drainage and surface water facilities consistent with the requirements of the public works development standards and ECC Title 9, Utilities;
4. All lots within the preliminary subdivision are provided with adequate provisions for electric service, and for natural gas service if applicable, consistent with the requirements of the city's energy services department design standards and with ECC Title 9, Utilities;
5. The preliminary subdivision conforms to all applicable critical areas standards set forth in Division VI; and
6. The preliminary subdivision makes appropriate provisions for the public health, safety and general welfare and for such open space, drainage ways, streets or roads, alleys,

other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school.

Staff agrees with the Hearing Examiner's conclusion that the proposed preliminary plat application meets the above requirements.

Financial Impact: None at this time.

Attachments:

[P19-147 Index of Exhibits](#)

[P19-147 EXHIBITS](#)

[Resolution re P19-147 Ellensburg Flats Preliminary Plat](#)

Index of Exhibits

Exhibit 1: Hearing Examiner's Recommended Findings of Fact, Conclusions of Law, and Decision and Conditions of Approval.

1. Vicinity Location Map (1 pg)
2. Preliminary Plat of Ellensburg Flats Plat (4 pgs)
3. August 25, 2020 memo from City of Ellensburg Energy Services Light Department (4 pgs)
4. August 18, 2020 memo from City of Ellensburg Energy Services Gas Department (3 pgs)
5. May 14, 2020 memo from City of Ellensburg Public Works Department (3 pgs)
6. August 26, 2020 memo from City of Ellensburg Fire Marshall (1 pg)
7. August 26, 2020 memo from Cascade Irrigation District (1 pg)
8. July 15, 2020 SEPA DNS Determination (2 pgs)
9. Legal Notice of Public Hearing
10. Area of Notification Map with 300-Foot Buffer Notification List (5 pgs)
11. Photo of Notice Sign on Property (5 pgs)
12. Application Cover Page & Materials (52 pgs)
13. Staff Agenda Report presented to Hearing Examiner Kottkamp during Public Hearing held on September 2, 2020 (5 pgs)

Exhibit 2: Legal notice of City Council closed record public hearing

Exhibit 3: Land use action sign for closed record public hearing

**CITY OF ELLENSBURG
LAND USE HEARING EXAMINER**

IN THE MATTER OF P 19-147 Ellensburg Flats Plat Subdivision	)))))	RECOMMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, DECISION AND CONDITIONS OF APPROVAL
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THIS MATTER having come on for hearing in front of the City of Ellensburg Hearing Examiner on September 2, 2020, the Hearing Examiner having taken evidence hereby submits the following Recommended Findings of Fact, Conclusions of Law, and Decision and Conditions of Approval as follows:

I. RECOMMENDED FINDINGS OF FACT

1. The applicant seeks a preliminary plat located on Kittitas County Assessor's Parcel ID# 11489. The proposed Phase 1 is located East of N. Ellington Street and proposed Phase 2 is located mainly west of N. Ellington street, in the City of Ellensburg, WA.
2. The applicant/owner is Byron Borton, dba Falcon Ridge Investments, LLC. 2550 Borton Road, Yakima, WA 98903.
3. The subject property is 35.55 acres in size and is currently zoned Residential Suburban Density (R-S) and lies within the Airport Overlay (A-O) Zone.
4. Property zoned as Residential Suburban (R-S) allows for detached single-family dwellings as the predominate land use, with a base maximum density of 6 dwelling units/acre. Additionally, the property is subject to density limitations of 3 and 6 dwelling units/acre as regulated by the Airport Overlay (A-O) zone. The applicant's proposal would create 75 separate residential lots, which is well within the allowable maximum density. The project will be developed in two phases, intended for residential lots ranging in size from approximately 8,043 square feet to 21,597 square feet. The proposed Phase 1 is located East of N. Ellington Street and proposed Phase 2 is located mainly west of N. Ellington street. In addition to the 75 residential lots, there will be one undeveloped 10.06-acre lot, "Tract A", where the established wetlands and associated buffers are located as described in the associated critical area report.
5. The lots will have frontage onto public roadways which will need to be improved as part of this project. N. Ellington Street, E. Falcon Road, E. Chason Avenue, and the north half of E. Chinook Road and E. Country Side Avenue improvements will need to be extended as a part of Phase 1 of this project. N. Ellington Street, E. Falcon Road, Jamie Avenue, and Bader Lane improvements will need to be extended as part of Phase 2. As part of Phase 2 improvements, the east half of N. Water Street will be constructed from E. Falcon Road north to Bowers Road. Right-of-Way for a future extension of N. Water Street will be dedicated across Tract A as part of Phase 2 of the subdivision.
6. The Public Works Department works with the Ellensburg School District at the time of civil construction review of the plat to ensure that the goals of their "Guide for Planning and improving School Walk and Bike Routes" are implemented on projects within one mile of

P19-147
 Ellensburg Flats Plat Subdivision
 Page 1 of 5

schools. In speaking with the Ellensburg School District Director of Transportation, this particular plat is located outside of the required ½ mile radius for the nearest elementary school, which is Mount Stuart Elementary. This means that the school district does not expect children in this area to walk to school. Therefore, continued and expanded bus services will be planned for this area. The extension and construction of the street frontage improvements as discussed above, provide beginning connectivity to achieve goals and policies within the land use, housing, and transportation chapters of the Ellensburg Comprehensive Plan.

7. Specific to meeting open space and parks needs that will result from the new development, the applicant will be required to pay a park impact fee of \$1925 for each single family lot or structure, which will in turn be used to enhance the City of Ellensburg Parks system.
8. Site Characteristics: The land to the north is vacant land outside City limits. The land to the south is residential land within City limits. The land to the east is vacant land outside City Limits, owned by Kittitas County Airport. The land to the west is residential land outside City limits.
9. A SEPA checklist was submitted as a requirement of the preliminary plat process, and a SEPA Mitigated Determination of Non-Significance (MDNS) was issued on July 15, 2020.
10. Subsequent to the SEPA environmental review, public notice and distribution of the full preliminary plat application was undertaken. As a result of that effort, departmental comments for the application have been received from the following: The Ellensburg Fire Department, the Cascade Irrigation District, Ellensburg Public Works Department, and the Ellensburg Utility Services Gas and Light Departments.
11. Those comments received mirrored their previous SEPA environmental points regarding final design and construction of required facilities, and referred to the previous comments submitted for SEPA and/or the Pre-Application Reviews.
12. No public comments on the proposed subdivision were received.
13. The requirements pertaining to preliminary plat approval are found within ECC Sections 15.260.060 through 15.260.090. Specifically, the decision criteria are found in ECC 15.260.060(F), which states the following:
 - 13.1 Decision Criteria. The city may approve, approve with conditions, or deny a preliminary subdivision application based on conformance with the following decision criteria:
 - 13.1.1. The preliminary subdivision conforms to all applicable zoning standards of the city as set forth in the LDC, including the form and intensity standards in Chapter 15.320 ECC, the streetscape design standards in Chapter 15.410 ECC, the subdivision design standards in Chapter 15.420 ECC, the project design standards in Division V, and the public works development standards;
 - 13.1.2. All lots within the preliminary subdivision are provided with satisfactory access established consistent with the requirements of the public works development standards, ECC Title 4, public works construction, the streetscape design standards and subdivision design and block standards in Division IV, and the project design standards in Division V;
 - 13.1.3. All lots within the preliminary subdivision are provided with adequate provisions for water supplies, sanitary wastewater facilities, and storm

drainage and surface water facilities consistent with the requirements of the public works development standards and ECC Title 9, Utilities;

- 13.1.4. All lots within the preliminary subdivision are provided with adequate provisions for electric service, and for natural gas service if applicable, consistent with the requirements of the city's energy services department design standards and with ECC Title 9, Utilities;
 - 13.1.5. The preliminary subdivision conforms to all applicable critical areas standards set forth in Division VI; and
 - 13.1.6. The preliminary subdivision makes appropriate provisions for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school.
14. The public agency comments relate to normal plat design and construction requirements that are routinely part of the final plat design and approval process. It is the full intention of the City to enforce and follow those final plat requirements.
 15. Prior to final plat approval, the applicant will need to add signature blocks on the face of the final plat for the following: City Engineer, Community Development Director, Public Works & Utilities Director, Cascade Irrigation District, County Treasurer, County Auditor; & the Mayor of Ellensburg.
 16. Construction of the subdivision and single-family units will be required to comply with all applicable standards outlined in the Ellensburg City Code design standards and guidelines.
 17. The City Department of Ellensburg recommended approval of the requested permit subject to the conditions of approval.
 18. An open record public hearing after due legal notice was held September 2, 2020, via Zoom video conference.
 19. The following exhibits were admitted into the record:
 - 19.1 Ex. 1: Vicinity Location Map;
 - 19.2 Ex. 2: Preliminary Plat of Ellensburg Flats Plat;
 - 19.3 Ex. 3: August 25, 2020 memo from City of Ellensburg Energy Services Light Department;
 - 19.4 Ex. 4: August 18, 2020 memo from City of Ellensburg Energy Services Gas Department;
 - 19.5 Ex. 5: May 14, 2020 memo from City of Ellensburg Public Works Department;
 - 19.6 Ex. 6: August 26, 2020 memo from City of Ellensburg Fire Marshall;
 - 19.7 Ex. 7: August 26, 2020 memo from Cascade Irrigation District;
 - 19.8 Ex. 8: July 15, 2020 SEPA DNS Determination;
 - 19.9 Ex. 9: Legal Notice of Public Hearing;
 - 19.10 Ex. 10: Area of Notification Map with 300-Foot Buffer Notification List;
 - 19.11 Ex. 11: Photo of Notice Sign on Property;
 - 19.12 Ex. 12. Application Cover Page & Materials; and
 - 19.13 Ex. 13 Staff Report.

20. Appearing and testifying on behalf of the applicant was Mike Heit. Mr. Heit testified that he is the agent of the property owner and applicant. Mr. Heit indicated that all of the proposed Conditions of Approval were acceptable. Mr. Heit testified that all lots were of sufficient size to be developed with a single family residence and accessory structure without the need for a variance.
21. No member of the public testified at the hearing.
22. The proposal is appropriate in design, character and appearance with the goals and policies for the land use designation in which the proposed use is located.
23. The proposal will be served by adequate facilities including access, fire protection, water, storm water control, and sewage disposal facilities.
24. Any Conclusion of Law that is more correctly a Finding of Fact is hereby incorporated as such by this reference.

II. RECOMMENDED CONCLUSIONS OF LAW

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

III. RECOMMENDED DECISION

Based on the above Findings of Fact and Conclusions of Law, the application for P19-147 Ellensburg Flats Plat Subdivision Preliminary Plat is hereby recommended to be **APPROVED** subject to the following Conditions of Approval.

IV. RECOMMENDED CONDITIONS OF APPROVAL

1. The applicant will meet the requirements of the Public Works Department discussed in its memorandum dated May 14, 2020.
2. The applicant will meet the requirements of the Energy Services - Light Department discussed in its memorandum dated August 25, 2020.
3. The applicant will meet the requirements of the Energy Services – Gas Department discussed in its memorandum dated August 18, 2020.

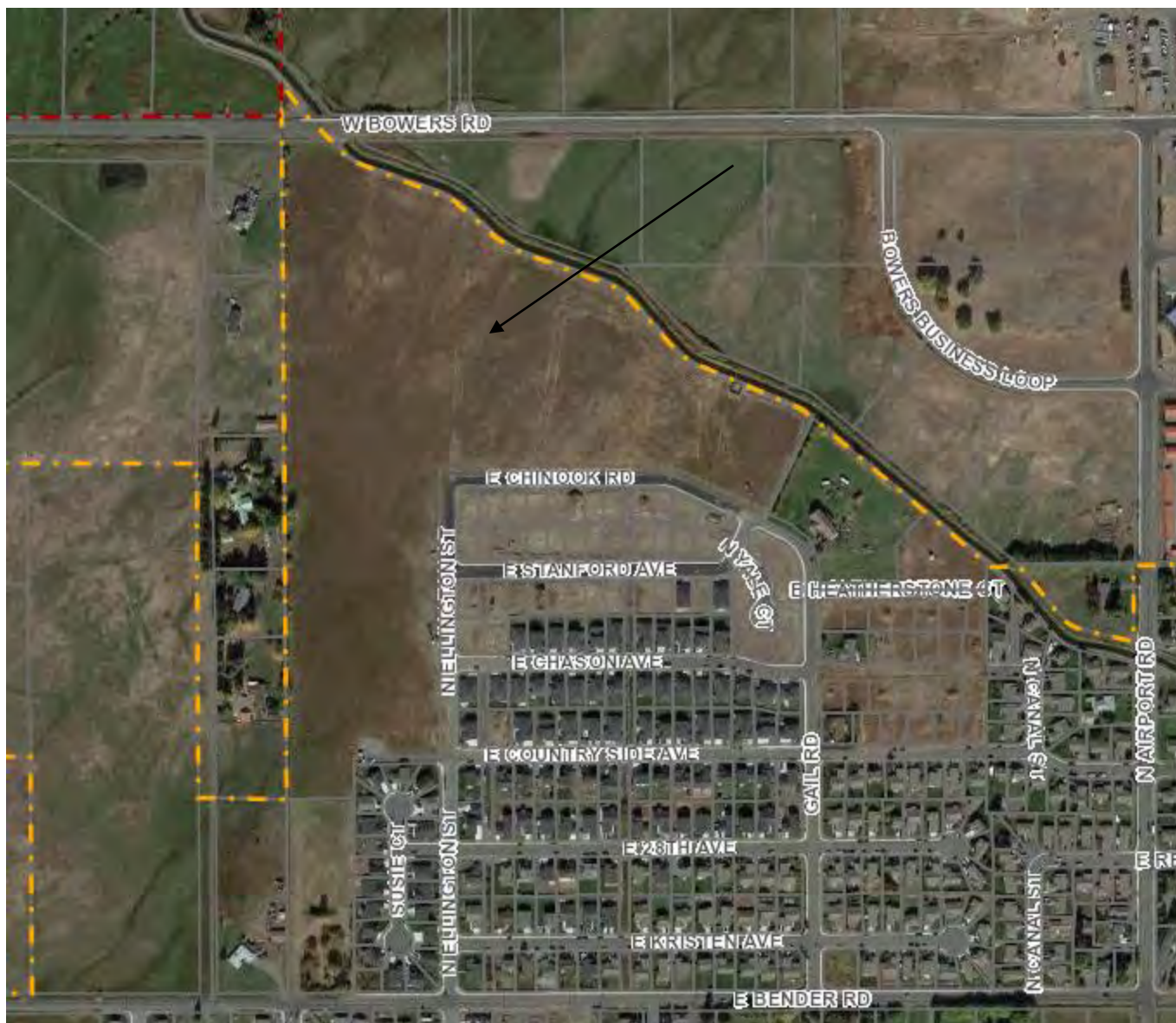
4. The applicant will meet the requirements of the Fire Department for hydrants and access as per Fire Marshal's memorandum dated August 26, 2020.
5. The applicant will meet the requirements of the Cascade Irrigation District (CID) as per CID's memorandum dated August 26, 2020.
6. The applicant will meet the requirements of the SEPA Official's issuance of Mitigated Determination of Non-Significance (MDNS) (File # P19-145) dated July 15, 2020.
7. The applicant may be required to obtain an NPDES Construction Storm Water General Permit from the Washington State Department of Ecology, as well as all other permits (site grading permit, SWPPP, etc.) that may be required as a result of plat development. Subdivision and land development activities shall follow the requirements of the Ellensburg City Code, including the Design Standards.
8. All requirements of utility providers, City departments, and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.

Dated this 2nd day of September, 2020.

CITY OF ELLENSBURG HEARING EXAMINER

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

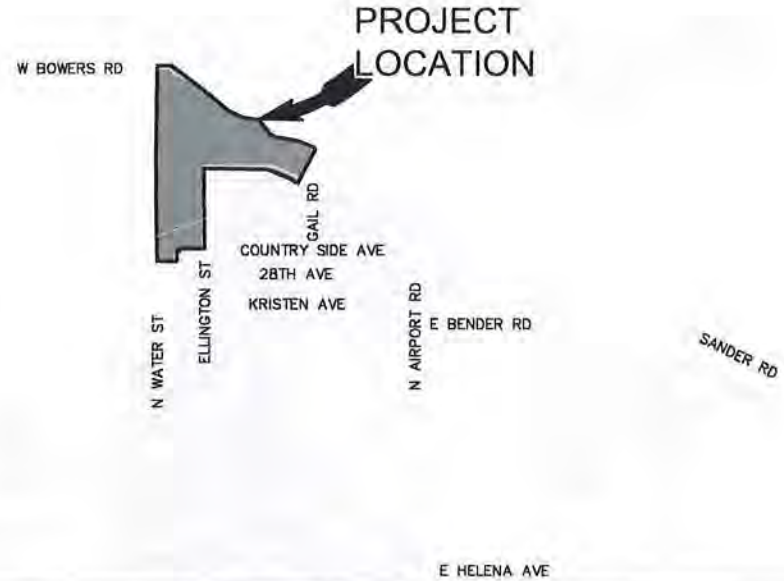
Andrew L. Kottkamp



P19-147 Ellensburg Flats Vicinity Location Map

PRELIMINARY PLAT OF "ELLENSBURG FLATS"

(A PORTION OF THE NORTHWEST 1/4, NORTHEAST 1/4, SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.)



VICINITY MAP - N.T.S.

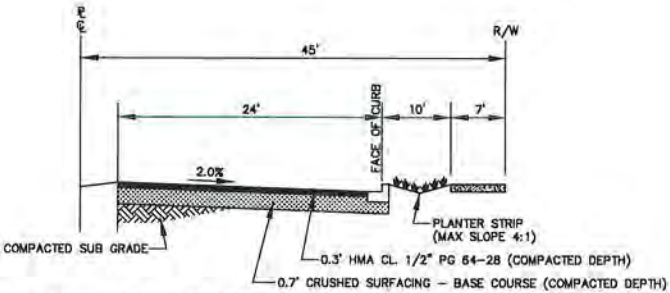
DATUM ELEVATION
ELEVATIONS BASED ON THE
WASHINGTON STATE REFERENCE
NETWORK (WSRN).
(NAVD88).

LEGAL DESCRIPTION (PARCEL NO. 11489)

PARCEL B OF THAT CERTAIN SURVEY MARCH 23, 2006, IN BOOK 32 OF SURVEYS, PAGES 87 THROUGH 88, UNDER AUDITOR'S FILE NO. 200603230038, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON.

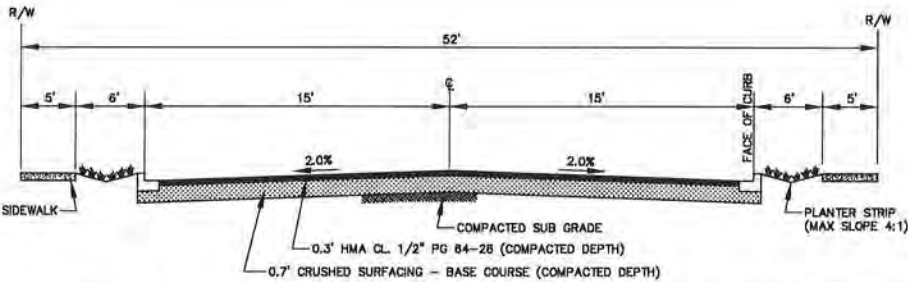
NOTES:

1. SUBJECT PROPERTY IS ZONED R-S, SINGLE-FAMILY RESIDENTIAL, AND A-0 AIRPORT OVERLAY.
2. STREET IMPROVEMENTS SHALL CONFORM TO CITY OF ELLENSBURG STANDARDS FOR PLAT REVIEW.
3. SEWER IS PROVIDED BY CITY OF ELLENSBURG.
4. ALL STORM WATER GENERATED BY NEW IMPERVIOUS SURFACES TO BE RETAINED AND DISPOSED OF ON SITE IN ACCORDANCE WITH CITY OF ELLENSBURG STORMWATER ENGINEERING DIVISION REQUIREMENTS.
5. WATER IS PROPOSED TO BE PROVIDED BY CITY OF ELLENSBURG. FIRE HYDRANT LOCATIONS NOT YET DETERMINED AND NOT SHOWN ON THIS PLAN.
6. POWER, TV CABLES, TELEPHONE CABLES AND NATURAL GAS MAINS ARE NOT SHOWN ON THESE PLANS BUT ARE TO BE LOCATED WITHIN THE PUBLIC UTILITY EASEMENT. DEVELOPER TO COORDINATE WITH THE SERVING UTILITY COMPANY FOR DESIGN AND INSTALLATION OF THEIR FACILITIES.
7. TYPICAL BUILDING SETBACKS - 15' FRONT SETBACK FROM RIGHT OF WAY, 5' / 10' SIDE SETBACK FROM PROPERTY LINE, AND 20' REAR SETBACK FROM PROPERTY LINE.
8. TREES PROVIDED AT THE RATE OF ONE TREE PER 300 SQUARE FEET OR ONE TREE PER 30 LINEAR FEET, WHICHEVER IS GREATER, OF LANDSCAPE STRIP. TREES TO BE IN ACCORDANCE WITH PUBLIC WORKS STREET TREE LIST.



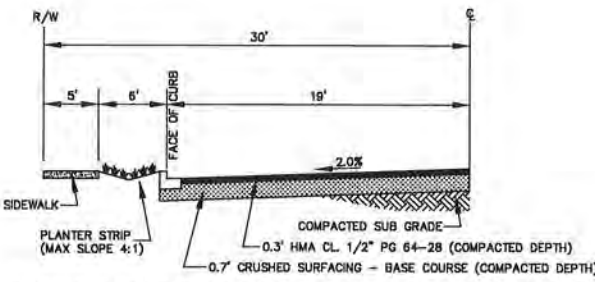
CITY OF ELLENSBURG - RESIDENTIAL SECTION (WATER STREET)

NOT TO SCALE



CITY OF ELLENSBURG - RESIDENTIAL ROAD SECTION (INTERIOR ROADS)

NOT TO SCALE



CITY OF ELLENSBURG - RESIDENTIAL ROAD WIDENING SECTION
(COUNTRY SIDE AVE., N. ELLINGTON ST.,
E. CHINOOK ROAD, AND GAIL STREET)

NOT TO SCALE

DEVELOPER

FALCON RIDGE INVESTMENTS, LLC
2550 BORTON RD.
YAKIMA, WA 98903
(509) 945-3438

ENGINEER/SURVEYOR

HLA ENGINEERING AND LAND SURVEYING, INC.
2803 RIVER ROAD
YAKIMA, WASHINGTON 98902
MICHAEL R. HEIT, PE
TIM FRIES, PLS
(509) 966-7000



2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

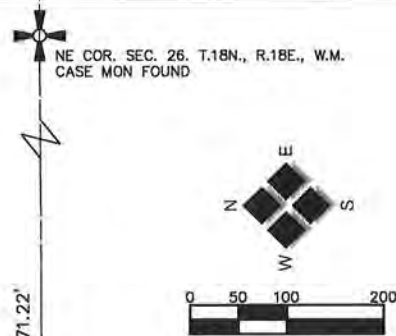


		JOB NUMBER: 18140	DATE: 6-03-20
		FILE NAMES: SHEETS.dwg	
		DRAWING: SHEETS.dwg	
		DESIGNED BY: MRH	
		ENTERED BY: MDH	
REVISION	DATE		

FALCON RIDGE, LLC
ELLENSBURG FLATS PLAT
ELLENSBURG, WASHINGTON

PRELIMINARY PLAT

PARCEL NO. 11489

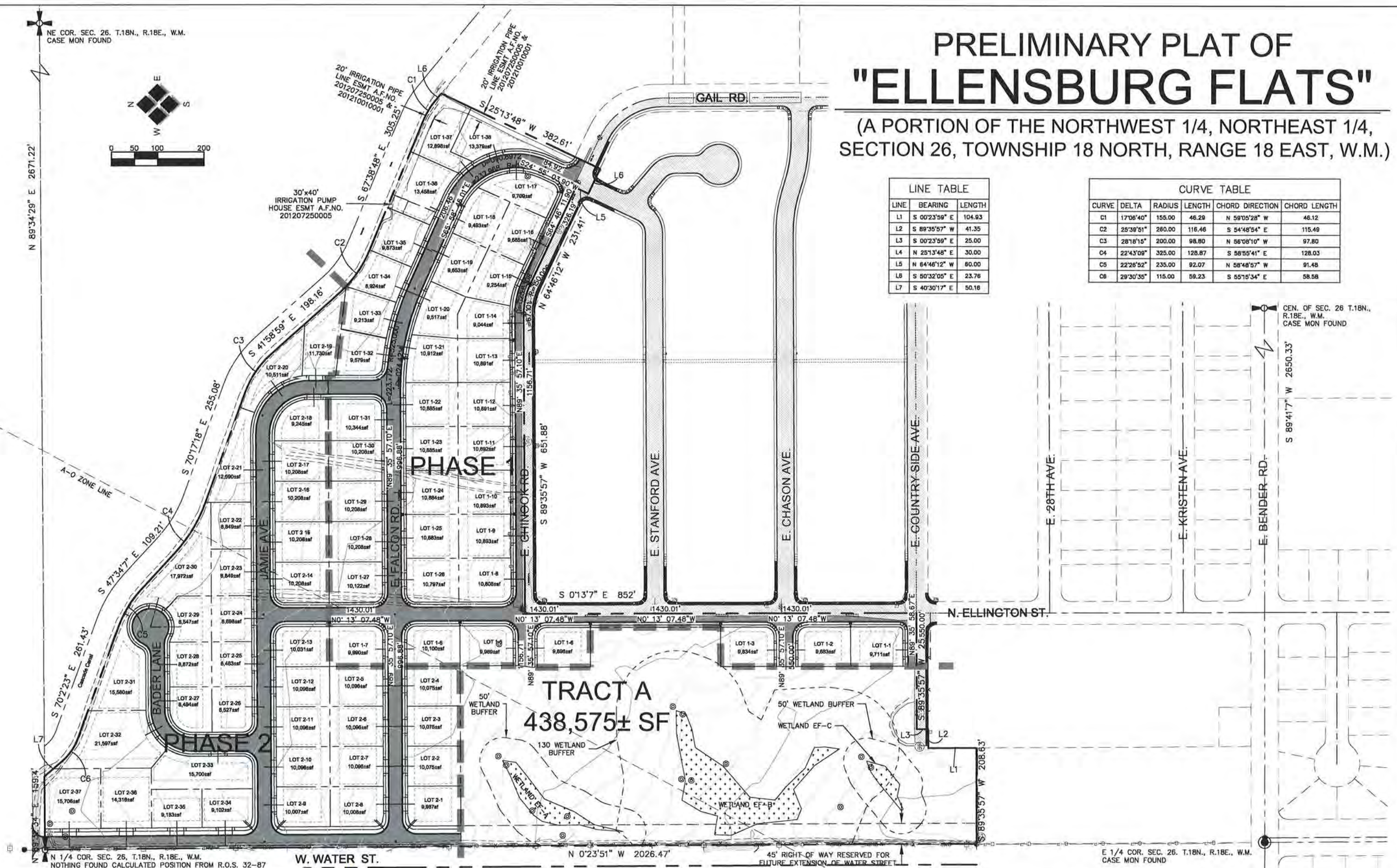


PRELIMINARY PLAT OF "ELLENSBURG FLATS"

(A PORTION OF THE NORTHWEST 1/4, NORTHEAST 1/4,
SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 00°23'59" E	104.93
L2	S 89°35'57" W	41.35
L3	S 00°23'59" E	25.00
L4	N 25°13'48" E	30.00
L5	N 64°46'12" W	60.00
L6	S 50°32'05" E	23.76
L7	S 40°30'17" E	50.16

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	17°06'40"	155.00	46.29	N 59°05'28" W	46.12
C2	25°39'51"	260.00	116.46	S 54°48'54" E	115.49
C3	28°18'15"	200.00	98.80	N 56°08'10" W	97.80
C4	22°43'09"	325.00	128.87	S 58°55'41" E	128.03
C5	22°26'52"	235.00	92.07	N 58°48'57" W	91.48
C6	29°30'35"	115.00	59.23	S 55°15'34" E	58.58





HLA
Engineering and Land Surveying, Inc.

2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com



MICHAEL R. HLA
REGISTERED PROFESSIONAL ENGINEER
37372
6-3-2020



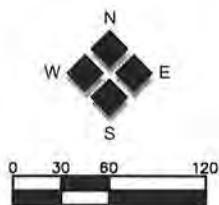
TIMOTHY D. FRIES
REGISTERED PROFESSIONAL LAND SURVEYOR
36801
6-3-2020

JOB NUMBER: 18140	DATE: 6-03-20
FILE NAMES: DRAWING: SHEETS.dwg	
DESIGNED BY:	MRH
ENTERED BY:	MDH

FALCON RIDGE, LLC
ELLENSBURG FLATS PLAT
ELLENSBURG, WASHINGTON
PRELIMINARY PLAT OVERALL

PRELIMINARY PLAT OF "ELLENSBURG FLATS"

(A PORTION OF THE NORTHWEST 1/4, NORTHEAST 1/4,
SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.)



N. WATER ST.



PHASE 2

PHASE 1

TRACT A
438,575± SF

CONTINUATION SEE SHEET 4



2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com



6-3-2020

JOB NUMBER: 18140	DATE: 6-03-20
FILE NAMES: DRAWING: SHEETS.dwg	
DESIGNED BY: ENTERED BY:	MRH MDH

FALCON RIDGE, LLC
ELLENSBURG FLATS PLAT
ELLENSBURG, WASHINGTON

PRELIMINARY PLAT SITE

SEE SHEET 3



SHEET
4
OF
126



CITY OF ELLENSBURG

Energy Services Department

501 North Anderson Street; Ellensburg, WA 98926

Ph: (509) 962-7124 Fax: (509) 925-8662

www.ci.ellensburg.wa.us

Memorandum

Date: August 25th, 2020

To: Shannon Johnson, Office of Community Development

From: Tyler Goeden, Project Engineer

Re: P19-147 Ellensburg Flats 1st Plat

The following are the City of Ellensburg Electric Utility comments for the P19-147 Ellensburg Flats 1st Plat for a residential plat between Water St & Ellington St from Country Side Ave To Bowers Rd, And Between Chinook Road & Cascade Canal.

Electric:

These comments remain the same as the pre-application comments for P18-146.

The City of Ellensburg Electric Utility has existing underground 2", 3", & 4" conduits for distribution and secondary systems in several locations around this proposed plat that will need to be intercepted & extended in order to serve each of the resultant lots at applicant expense. These existing underground conduits are located on the south side of the road at the west end of Country Side Ave., the northwest corner of the intersection at Country Side Ave. & Ellington St., the southwest corners of the intersections at Chason Ave. & Ellington St., Stanford Ave & Ellington St., Chinook Road & Ellington St., the northeast & northwest corners of the intersection of Stanford Ave & Chinook Rd, and lastly at the intersection of Bowers Rd. & Water St. Per Ellensburg City Code 9.10.100.A, all new developments are required to be underground.

The City of Ellensburg Electric Utility also has existing underground 6" conduits for future feeder systems at the west end of Country Side Ave., and the northwest corner of the intersection at Country Side Ave. & Ellington St., that will need to be intercepted & extended in order to better serve this development and neighboring developments at City of Ellensburg expense.

Kittitas PUD has a pole line with high voltage facilities near the west side of this property, and the applicant will need to coordinate with them as some of their facilities may need to be relocated due to the proximity of these facilities to the Water St. road extension.

Locations for distribution transformers, junction boxes, and feeder vaults will need to be determined where they are protected from vehicle traffic and where they will be in a utility

easement. Communications generally install with the electric utility and may have similar considerations for space.

Street lights are not shown on the drawing and since these are public streets, they will need to be part of the civil plans submitted to Public Works and we will come up with a design to serve them as part of this plat.

The Development Requirements template is below for your reference.

CITY OF ELLENSBURG
ENERGY SERVICES – ELECTRIC DIVISION
501 N. ANDERSON ST
ELLENSBURG, WA 98926
TEL: (509) 962-7124

This information summarizes the requirements to provide electrical utility equipment in the City of Ellensburg and Urban Growth Area.

Developer will be required to provide electrical facilities to all resulting lots in the proposed development according to the following specifications and provide easement for those facilities that will be used to serve the development. For multi-family dwelling developments, the scope of design will cover all the electrical facilities up to the meter locations on or near the building(s) within the development. If this plat is not annexed into the City, we will need City Council approval to provide electrical service to the plat and we will require a signed agreement with the developer to establish the future terms of monthly billing to the City Light division for street light operation, maintenance, and daily street light energy usage payment prior to construction.

A completed Residential Plat Application will help facilitate us getting an electric system designed for this plat and tell us more about the homes proposed to be built and whether they will have electric or gas heat, among other things.

DESIGN

The City of Ellensburg will furnish the electrical design for your development within the City of Ellensburg service area.

To facilitate the design process, Developer must furnish the following information to Energy Services:

- Plans showing existing conditions, with proposed development "grayed-out".
- "Cut-and-Fill" plan showing any proposed changes in finished grade.
- All proposed loads should be provided. (Include irrigation pumps).

The above should be provided in digital format, preferably in AutoCAD2010 or later version.

For apartment complexes, or multifamily dwellings, you will also need to include:

- Proposed building locations
- All proposed meter locations.
- Service application including proposed electrical loads and panel size.

Contact City of Ellensburg, Energy Services Department for the following specifications you will need for your project. Some of these will be included with your application for electrical service.

1. A standard trench profile, outlining the depths & separations between utilities.
2. Permanent electrical meter specifications if applicable.

3. Temporary power for construction - meter specifications, if applicable.
4. Vault pit dimensions for electrical vaults.

Contact City of Ellensburg, Public Works Department for all specifications for street lights you are required to furnish and install. Public Works will also determine the number, location, and type of street lights you will be required to install.

Communications facilities will typically follow the electrical design layout, and will most likely be installed jointly in the same trench with electrical.

A complete drawing set showing plans for electrical layout will be e-mailed to your engineering consultant, for inclusion in the bid packages. These will be in the latest version of AutoCAD. If necessary, we can e-mail an earlier version or mail hard copies.

Following this electrical design work, the design, inspection, and installation costs will be invoiced to the developer per City Code. For developments, the scope of the design will include facilities in the proposed City right-of-way in order to serve each proposed lot.

For multi-family dwelling developments, the scope of design will cover all the electrical facilities up to the meter locations on the building(s) within the development.

After the City of Ellensburg receives payment for the invoiced amount, Energy Services will consider the project active, and will order all materials required for the project. (except vault, conduit & street lighting materials, which must be furnished by the developer).



CITY OF ELLENSBURG
Public Works & Utilities Department
 501 North Anderson Street; Ellensburg, WA 98926
 Ph: (509) 962-7124 Fax: (509) 925-8662
www.ci.ellensburg.wa.us

Memorandum

Date: August 18, 2020
To: Shannon Johnson, Community Development
From: Darin Yusi, Gas Engineer 
Re: Ellensburg Flats Bender Road Long Plat – P19-147

The following are the Gas Divisions comments on the proposed Ellensburg Flats Long Plat.

Natural Gas:

These comments remain the same as the pre-application comments for P18-146.

As discussed with the pre-application, it will be required for the developer to install natural gas facilities (main and service stubs) throughout the proposed development. It does not appear that any private interior roads will exist, but if any of the interior roads are to be private, a non-exclusive utility easement needs to be provided and recorded on the plat for natural gas facilities to be installed.

The gas main line needs to be shown on the civil plans but will not need to have any details, as the final gas installation plans will be provided by the City Gas Division. The final location for service stubs will be dependent on the layout of the homes. The sooner this is known and provided the sooner the Gas Division can complete plans. If the home layout is known at the time of the civil plan submittal from the applicant, it would be preferred that the service stubs be shown on the civils for better planning for the applicant, excavators and other utilities. It is preferred that the gas is installed after power has been installed to prevent exposing gas pipe during excavation and limit the opportunity for live gas pipe to be hit during excavation.

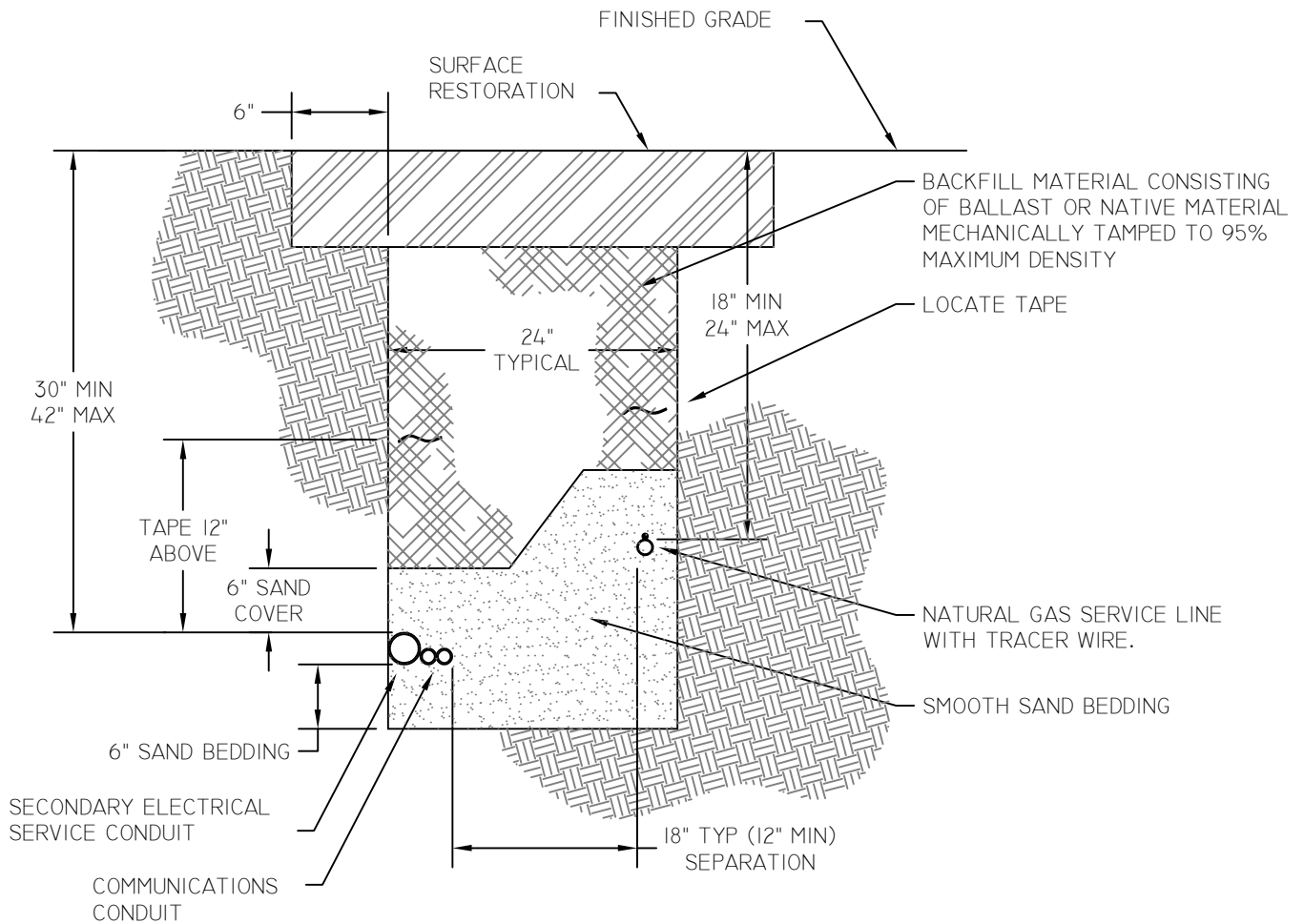
City gas crews will install the gas main and service stubs in developer provided trenches. The applicant is to provide the trench, smooth sand bedding, and backfill at the specified depth and required utility separation as indicated on the details G-12 and G-13.

The applicant is not required to serve the homes with natural gas, but if the applicant is interested in serving the proposed lots with gas, please call the City Gas Division at 962-7124 for an application for service. The City does provide service credits to help offset the developer's contribution for the installation of natural gas facilities.

Remember any contractor digging on the property or in the right of way must call the One-Call Underground Utility Notification Center - 811.



- REVISÉ 11-25-15



GENERAL NOTES:

1) THE MINIMUM DEPTH OF TRENCH REQUIRED FOR NATURAL GAS SERVICE LINE IS 18" ON PROPERTY WITH A MINIMUM DEPTH OF 24" IN THE RIGHT OF WAY. THE MINIMUM DEPTH OF TRENCH FOR SECONDARY ELECTRICAL SERVICE CONDUIT IS 30", MAXIMUM OF 42". TRENCH DEPTH MIN / MAX CAN CHANGE WITH PRIOR APPROVAL FROM ENERGY SERVICES.

2) TRENCH SHOULD BE AS STRAIGHT AS POSSIBLE WITH NO MORE THAN (3) 90° BENDS. IN AREAS WHERE TRENCH CHANGES DIRECTION, CORNERS SHOULD BE ROUNDED TO ALLOW FOR SWEEPS. THE FLOOR OF THE TRENCH, SHOULD BE AS LEVEL AND FLAT AS PRACTICALLY POSSIBLE. THE SWEEP BELOW THE METER SHOULD BE DIRECTED TOWARD THE SOURCE OF THE SERVICE (TYPICALLY THE TRANSFORMER OR HANDBOX AT THE PROPERTY CORNER), NOT PERPENDICULAR TO THE BUILDING.

3) BACKFILL SHOULD NOT BE USED IF IT CONTAINS LARGE ROCK, PAVING MATERIALS, CINDERS, LARGE OR SHARPLY ANGULAR SUBSTANCE OR CORROSIVE MATERIALS WHICH CAN DAMAGE THE PIPELINE, CONDUITS, CABLES OR OTHER SUBSTRUCTURES AND / OR PREVENTS ADEQUATE COMPACTION OF FILL.

4) SERVICE LINES MAY BE IN A JOINT TRENCH PROVIDED A MINIMUM SEPARATION OF 12" IS MAINTAINED, WHILE 18" IS PREFERRED. UTILITY MAY REQUIRE STAKING PRIOR TO BACKFILL TO MAINTAIN REQUIRED SEPARATION AND ADEQUATE COVERAGE. NO UTILITY WILL BE PLACED OVER THE TOP OF THE GAS SERVICE LINE.

5) SMOOTH SAND BEDDING IS REQUIRED FOR GAS SERVICE LINES AND SECONDARY ELECTRICAL CONDUITS. MAINTENANCE SAND MAY NOT BE USED AS SAND BEDDING.

6) BACKFILLING MUST BE COMPLETED AT THE TIME THE GAS SERVICE LINE IS INSTALLED AND MADE LIVE. WIRE WILL NOT BE PULLED INTO CONDUITS UNTIL BACKFILL IS COMPLETED.

REVISED 08-06-13



CITY OF ELLENSBURG
STANDARD PLANS & DETAILS

SERVICE LINE
TRENCH REQUIREMENTS

PLAN NO.

G-13

DRAWN BY: SP

DATE: 07-19-01

UPDATED BY: HF

SCALE: NONE



CITY OF ELLENSBURG

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

Memorandum

Date: May 14, 2020

To: Stacey Henderson, Senior Planner

From: Craig Jones, Development Coordinator 

Through: Derek Mayo, City Engineer

Re: Ellensburg Flats Plat SEPA – P19-145

The following are the Public Works SEPA comments for the proposed Ellensburg Flats Plat at the extension of Ellington St.

The applicant can view the City of Ellensburg's Development Standards on the City's website for more information. <http://www.ci.ellensburg.wa.us/index.aspx?NID=339>

At time of civil plan review, Staff will work with the developer's engineer regarding the specific issues related to frontage and utility improvements.

Water:

The nearest water mains available to serve this development are at all the intersection along Ellington Street and at the end of Water Street extension. All interior water mains shall be 8" and be extended through all the roads. Each lot will need a separate water service. See attached utility map.

Plat phasing issues will be reviewed at time of civil plan submittal. Per the City's development standards, more than 40 lots shall require two connections to the City water system.

Fire hydrant placement shall be per Fire Department requirements. Developer's engineer will be required to verify that fire flow capacity will meet the necessary requirements.

Specific issues related to water main and meter locations will be addressed at project civil submittal.

Sewer:

The sewer mains available to serve this development are at Countryside Ave, Water Street Extension and Ellington St and Chinook Rd. All interior sewer mains shall be 8". See attached utility map.

Specific issues related to sewer main and side sewer construction will be addressed at project civil submittal.

Roadway and access:

This project will trigger the requirement for half street improvements along the Bowers, Ellington St, Countryside Ave, Chinook Road and Water St frontages and full street improvements on interior roads. Street improvements include concrete curb/gutter, sidewalks, street lighting, permanent signage, asphalt, asphalt markings, gravel base, storm drainage, and other items associated with minimum public improvements consistent with Public Works Development Standards. Water Street will need to be built to a Minor Arterial with an extra 5' of right of way for bike lane. Additional review will need to be done on Water St and any existing obstructions or utilities under the proposed road. Bowers Road is in the County but will need to be built to City Standards. The City will work with the County on additional comments. The City of Ellensburg has recently adopted a new Land Development Code. Under the new code the sidewalks will need to be separated from the curb.

The dedication of Water Street Right of Way, at the required width for half street improvements including future bike lanes, will be a requirement of phase 1 of the plat. The construction of Water Street Frontage Improvements, through the extents of the subject property, will be required at time of phase 2 construction.

Specific issues related to roadway and access construction will be addressed at project civil submittal. Water Street will need to be reviewed during civil plans for conflicts with existing utilities and irrigation.

Storm water:

There is no existing storm drain system available for interior or exterior roadway drainage. The applicant shall use the current Stormwater Management Manual for Eastern Washington, or approved equivalent for reference in design of stormwater treatment and flow control for post construction requirements for new development and redevelopment. The design shall at a minimum use the following design storms, or as recommended for the proposed BMP, whichever is greater. Treatment shall be designed for the first ½" of rainfall on the property, and storm drainage detention on a 10 year storm event (1.2" of precipitation/24 hours) and retention facilities based on a 25 year storm event (1.6" of precipitation/24 hours). Specific issues related to storm water will be reviewed at time of civil plan submittal.

The applicant's design engineer should determine groundwater elevations in the vicinity of proposed storm water treatment and flow control facilities. The water surface elevation needs to be utilized in the facility designs and should be verified when groundwater is at its highest. Typically the groundwater in the Ellensburg area is elevated from April 15th through October 15th. However, groundwater on the subject site may not be associated with seasonal irrigation and could crest at another time during the year.

The following comments are from the City Stormwater Department;

1. If the site is an acre or greater the developer will need to make Notice of Intent (NOI) with Ecology and apply for a Stormwater General Construction Permit months in advance of construction. <https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit>

2. The Ecology permit requires a Stormwater Pollution Prevention Plan (SWPPP) be submitted with the plan set and be reviewed by the City of Ellensburg Stormwater Utility along with a set of temporary sediment erosion control plans (TESC).
3. In addition, Ecology now requires an Operation and Maintenance (O&M) Plan be submitted to the City for review and retainage. The O&M Plan must address the long term maintenance of the stormwater facilities (swales) that will be constructed onsite to deal with the flow control and treatment requirements of Core Element 5&6 in the Eastern Washington Stormwater Management Manual.

Here is a link for additional information from Ecology;

<https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit/eCoverage-packet>

Other issues:

During civil plan review, Public Works establishes the preliminary addressing plan, the developer will need to work with the Post Office to establish the mail delivery routing plan and mailbox locations. The Post Office requires the use of metal Collection Box Unit style mailboxes.

A completed Traffic Impact Analysis (TIA) has been submitted to the City for review. The City concurs with the TIA that all evaluated intersections meet the City's Level of Service Standards. The city has established transportation impact fees. This project may be required to pay impact fees. You can view the traffic impact fees online at

<http://www.codepublishing.com/wa/ellensburg/>.

The developer is required to obtain all other permits (HPA if required, DOE construction site grading permit, etc.) that may be required as a result of plat development.

Additional utility easements may be required for any proposed utility outside of the right of way. Specific issues will be addressed at civil plan submittal.

Irrigation water will need to comply with Irrigation District requirements, and be continued through the site to downstream users.

Landscape plans will need to be included for review of any conflicts with existing or proposed utilities.

Plat phasing issues will be reviewed at time of civil plan submittal.

Latecomer's fees have been established along Ellington St for water and sewer. These fees will be included in the Public Works permits for this development.

Road names will need to comply with the City's road name ordinance and will also go through a review process. Falcon Road is an existing road name in the County by the Airport so it will need to be changed. The other road names are not used but will still need to be reviewed.

Cc File 18-132



Fire Marshal
 509-856-4455 cell
 509-933-7241 office
prevention@kvfr.org

P19-147 Comments:

- Fire apparatus access roads exceeding 150' shall be provided with a temporary or permanent 140' hammerhead, 60' Y or a 90' diameter Cul-de-sac per ECC 3.03.430
- Per IFC Section 503 and Appendix D, Fire apparatus access roads shall be a minimum 20' wide or 26' wide if equipped with a fire hydrant. A 20'- 26' wide access road will require "NO PARKING FIRE LANE" signs on both sides. A access road wider than 26', but less than 32' wide will require "NO PARKING FIRE LANE" signs on one side.
- Address identification per ECC 3.03.710 and IFC Section 505.
- The second access road shall be placed at a distance apart equal to not less than ½ of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.
- Fire Hydrants installed per ECC and 2015 IFC Appendix C with at a maximum spacing of 600' and a minimum 1,000 gpm. The majority of the City is spaced at 400'. The gpm can be reduced if all dwellings are equipped with Automatic fire sprinklers.

Thank you,

Joe Delvo
 Fire Prevention Captain
 Fire Investigator, IAAI-FIT
 Kittitas Valley Fire & Rescue
 400 East Mountain View Ave.
 Ellensburg, WA
 Phone: 509-933-7241
 Cell: 509-856-4455
 Fax: 509-933-7245
delvoj@kvfr.org

CASCADE IRRIGATION DISTRICT

8063 Highway 10
Ellensburg, Washington 98926
509-962-9583

Overview

Cascade Irrigation District will require a \$50 per lot plat fee (*CID Resolution #01-2006*) as well as an engineered irrigation plan based on Cascade Irrigation District specifications (*CID Resolution #3-94 & CID Procedure #1 Standard Specifications for Irrigation Water Distribution Systems*).

The irrigation plan must include the point of entry of irrigation water, the system for provision of irrigation water to each parcel, a description of system proposed, and a description of provisions made including right of ways for the protection of other parcel within Cascade Irrigation District which are affected.

If pressurized pipe is proposed, it must include a sump, pump and the proposed system of water to the sump. (*CID Resolution #03-94 and CID Procedure #1 Standard Specifications for Irrigation Water Distribution Systems*).

Before Cascade Irrigation District can release or sign-off we require 1) approved, inspected and in place irrigation system, or 2) a signed Irrigation Facility Installation Agreement with respective bond covering proposed construction and costs, (*CID Procedure #1*) or 3) a variance. A variance is only by Cascade Irrigation District Board of Directors action after Board of Directors receives, reviews, and approves a formal petition for such.

If the plat is part of or wishes to become part of an existing LID operating within CID, they must complete all work to hook-up to the LID and pay the associated hook-up fees or a signed Irrigation Facility Installation Agreement with respective bond covering proposed construction and costs involved in such hook-up.

If installing a pressurized system not associated with an LID, the Developer will be required to form an owner's association to cover the operating costs and maintenance of the infrastructure. (*CID Resolution #2-2006*)

Attachments: All attachments may be obtained by Dropbox, please call or email Cascade Irrigation District at CID@fairpoint.net for the Dropbox online link to the files OR you may come to our office and pick up hard copies.

Thank you,

Kelton Montgomery
Cascade Irrigation District Manager
509-962-9583



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

**State Environmental Policy Act (SEPA)
MITIGATED DETERMINATION OF NON-SIGNIFICANCE (MDNS)**

Proponent: Byron Borton, Owner

Description: This SEPA Environmental Checklist review is for the proposed Ellensburg Flats Subdivision. The proposed project is a 75-lot Long Plat to be developed in two phases, and is intended for residential lots ranging in size from approximately 8,043 square feet to 21,597 square feet. The proposed Phase 1 is located East of N. Ellington Street and proposed Phase 2 is located mainly west of N. Ellington street. In addition to the 75 residential lots, there will be one undeveloped 10.06-acre lot, "Tract A", where the established wetlands and associated buffers are located as described in the associated critical area report. This project is located on Parcel ID # 11489, and is currently zoned (R-S) Residential Suburban.

Location: This proposed project is located North of Bender Road, and proposes to extend the North end of N. Ellington Street and Gail Road.

Lead Agency: City of Ellensburg

File #: P19-145

The City of Ellensburg acting as lead agency for this proposal, has determined that the proposal, as mitigated, does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

The lead agency for this proposal has determined that certain **mitigation measures** shall be necessary in order to issue a Determination of Non-Significance for this proposal. Failure to comply with the mitigation measures herein will result in the issuance of a Determination of Significance (DS) for this project. **The mitigation measures include the following conditions which shall apply based on project specific analysis:**

1. The applicant shall comply with all requirements outlined in the City of Ellensburg Public Works division memo, dated 5/14/2020, regarding roadway and access, water, sewer, stormwater and the TIA. The applicant shall abide by all other requirements of the Public Works Department to ensure compliance with the Public Works standards and adopted City codes.
2. The applicant shall comply with all requirements of the Fire Marshal's memo, dated 5/12/2020, regarding compliance with the 2015 IFC and IBC.
3. The applicant shall develop civil and building plans that address the stormwater requirements of both the City of Ellensburg and the State Department of Ecology. Such plans shall be approved by City Staff prior to construction.

4. The applicant shall comply with all requirements outlined in the Washington Department of Ecology memos, dated 5/13/2020 and 6/25/2020, regarding water quality including the requirement to obtain a NPEDS Construction Stormwater General Permit with development of associated Stormwater Pollution Prevention Plan.
5. Requirements of all City Departments, the Fire District, all utility providers, and affected agencies must be satisfied, as outlined in adopted City Codes and other regulatory documents.
6. The applicant shall have the ordinary high water mark and wetland buffers professionally surveyed and marked on site to ensure that project development does not encroach into those areas.
7. The applicant shall comply with all requirements included in the associated Critical Area Determination (P19-146).
8. In the event that previously unknown cultural resources or human remains are encountered during the implementation of the project, work in the vicinity of the discovery shall be halted and a professional archaeologist, the Washington State DAHP, and all affected tribes should be consulted before proceeding.
9. If the applicant wishes to add to, or change the proposed scope of work included in this application, a new SEPA proposal will need to be submitted to address any changes.

This **Mitigated Determination of Non-significance (MDNS)** is issued using the standard MDNS process under WAC 197-11-350.

Responsible Official: Kirsten Sackett
Title: Community Development Director
Address: City of Ellensburg
Community Development Dept.
501 N. Anderson St.
Ellensburg WA 98926
Phone: (509) 962-7232 Fax: (509) 925-8655

Date: July 15, 2020 **Signature:** Kirsten Sackett

Appeals: Following the issuance of this MDNS, is a 14-day appeal period. Pursuant to ECC 15.270.200, appeals must be submitted as required by the City of Ellensburg's administrative appeal procedures for Type II permits per ECC 15.230.040(B), and shall be made to the Hearing Examiner and meet all requirements contained in Chapter 15.230 ECC.

NOTICE OF A PUBLIC HEARING SUBDIVISION REQUEST

NOTICE IS HEREBY GIVEN that the Hearings Examiner for the City of Ellensburg will hold an open record public hearing on Wednesday, September 2, 2020 at 2:00 pm. **Please note that due to the current State of Emergency for Washington State, this meeting will be held through remote attendance by the City of Ellensburg Hearings Examiner, applicant and the public,** to consider Application P19-147 submitted by Byron Borton, property owner. The proposed preliminary plat, located on parcel ID# 11489, is within the Residential Suburban (R-S) and Airport Overlay (A-O) Zones. It is a 75-lot Long Plat to be developed in two phases, and is intended for residential lots ranging in size from approximately 8,043 square feet to 21,597 square feet. Phase 1 is located East of N. Ellington Street and proposed Phase 2 is located mainly west of N. Ellington Street. In addition to the 75 residential lots, there will be one undeveloped 10.06-acre lot, "Tract A", where the established wetlands and associated buffers are located as described in the associated critical area report. A notice of SEPA Mitigated Determination of Non-Significance (MDNS) was published in the Daily Record on July 16, 2020.

Permit application: April 2, 2020

Determination of completeness: April 15, 2020

Notice of application: August 12, 2020 **Comment due date:** September 2, 2020

Project Location: The property is addressed as Gail Road, Ellensburg, WA 98926. Kittitas County Assessor's Parcel Number: 11489.



Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage at** <https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects>

Written Comments from interested persons will be accepted by email up until 1:30 p.m. on September 2 by sending them to johnsons@ci.ellensburg.wa.us. Written comments sent via USPS must arrive by the same deadline.

Mailing Address: Community Development Dept., 501 N. Anderson St., Ellensburg, WA 98926.

Staff contact: Shannon Johnson, Senior Planner. Email: johnsons@ci.ellensburg.wa.us

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in the REMOTE meeting by contacting Staff no later than 5:00 pm on **Tuesday, September 1**. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing.

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. A "Request for Accommodation" form may be obtained from the City Clerk Beth Leader by calling 509-925-8614.

PUBLISH IN LEGAL: Wednesday, August 12, 2020

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

ORDER CONFIRMATION

Salesperson: MEGAN WOODRUFF

Printed at 08/10/20 10:58 by mwo18

Acct #: 84015

Ad #: 2030331

Status: New WHOLD

ELLENSBURG, CITY OF - CLERK
501 N. ANDERSON
ELLENSBURG WA 98926

Start: 08/12/2020 Stop: 08/12/2020
Times Ord: 1 Times Run: ***
STD6 2.00 X 13.41 Words: 422
Total STD6 26.82
Class: 0001 LEGAL NOTICES
Rate: LEG3 Cost: 236.02
Affidavits: 1

Contact: BETH LEADER
Phone: (509)925-8614
Fax#:
Email: leaderb@ci.ellensburg.wa.us
Agency:

Ad Descrpt: N/PUBLIC HEARING P19-147
Given by: SHANNON JOHNSON
P.O. #: P19147/S JOHNSON
Created: mwo18 08/10/20 10:51
Last Changed: mwo18 08/10/20 10:58

PUB ZONE EDT TP RUN DATES
DR A 97 S 08/12
DRWN LEG3 97 S 08/12

AUTHORIZATION

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

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

Name (print or type)

Name (signature)

(CONTINUED ON NEXT PAGE)

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

ORDER CONFIRMATION (CONTINUED)

Salesperson: MEGAN WOODRUFF

Printed at 08/10/20 10:58 by mwo18

Acct #: 84015

Ad #: 2030331

Status: New WHOLD WHOL

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PUBLISH: Daily Record: August 12, 2020

KITTITAS CO (AIRPORT) % KITTITAS CO
PUBLIC WORKS
411 N RUBY ST STE 1
ELLENSBURG, WA 98926-6300

MARTIN PAUL DANIEL & JENNIFER
NICOLE
101 E COUNTRY SIDE AVE
ELLENSBURG, WA 98926-7772

PIRO ROBERT E
1425 BROADWAY # 527
SEATTLE, WA 98122-3854

RAY JASON L
2806 N SUSIE CT
ELLENSBURG, WA 98926

SHARMAN BRADLEY J JR & KAARIN L
28224 NE 146TH ST
DUVALL, WA 98019-8171

STOWE TIMOTHY A
2708 N SUSIE CT
ELLENSBURG, WA 98926-4023

VAN AUDSALL STEVE
300 E STANFORD AVE
ELLENSBURG, WA 98926-5910

LATHROP DEVELOPMENT CO INC
1572 ROBINSON CANYON RD
ELLENSBURG, WA 98926-8022

PATRIQUIN DONALD W & MARY L
2801 N SUSIE CT
ELLENSBURG, WA 98926-4019

RACKLEY REX HUNTER
2805 N SUSIE CT
ELLENSBURG, WA 98926-4019

RICHMOND JAMES M & GAIL A
430 N GAIL RD
ELLENSBURG, WA 98926-9479

SHAW FREDERICK J JR & JULIA N
1380 WATSON RD
ELLENSBURG, WA 98926-7176

TORRES ARTURO A & LILIANA E
105 E 28TH AVE
ELLENSBURG, WA 98926-3000

WHITEMAN BRENT A & JEANETTE C
100 E CHASON AVE
ELLENSBURG, WA 98926-0001

LEWIS DANIEL R & DEBRA J
201 E COUNTRY SIDE AVE
ELLENSBURG, WA 98926-7775

PICHA JOHN L ETUX
1560 CLARKE RD
ELLENSBURG, WA 98926

RANG KELLY J
2804 N SUSIE CT
ELLENSBURG, WA 98926

SANTIAGO OBERON LOPEZ
20927 54TH AVE W
LYNNWOOD, WA 98036-7604

SNY HEIDI
107 E COUNTRY SIDE AVE
ELLENSBURG, WA 98926-7772

TRUAX EVAN
2807 N SUSIE CT
ELLENSBURG, WA 98926-4019

WHITENER JAMIE K
2802 N SUSIE CT
ELLENSBURG, WA 98926-4019

CERTIFICATE OF TRANSMITTAL

On this day, the undersigned sent to
the addressee(s) the original
document(s) by U.S. Mail.

I certify under penalty of perjury
under the laws of the State of WA
that the forgoing is true and correct.

Date 8/12/20

Signed S. Johnson

3M HERBERT PROPERTIES LLC null 213 W BENDER RD ELLENSBURG, WA 98926-9406	AGUILAR ANTONIO 107 E 28TH AVE ELLENSBURG WA, 98926- 98926-3000	AHN CHONG EUN 105 E CHASON AVE ELLENSBURG, WA 98926-0001
ANDERSON SHAWN D & JODI L null 14337 231ST CT NE WOODINVILLE, WA 98077-5872	ANDERSON TRUST KELVIN R & DIANA J ANDERSON TRUSTEES 302 E STANFORD AVE ELLENSBURG, WA 98926-5910	BADER DIMITRI B & LENORA K 2602 JUDGE RONALD RD ELLENSBURG, WA 98926-9393
BOLD REVOCABLE TRUST null 306 E STANFORD AVE ELLENSBURG, WA 98926-5910	BROADHEAD CRAIG D & ANNA M null 101 E 28TH AVE ELLENSBURG, WA 98926-3000	BROWELEIT DAVID L & LISA A 2709 N SUSIE CT ELLENSBURG, WA 98926-4023
BYERLY LUIS ANTHONY & RACHOR JULIE G 100 E COUNTRY SIDE AVE ELLENSBURG, WA 98926-7772	CALLFAS FRANK & VICTORIA 4058 SALTSPRING DR FERNDAL, WA 98248-9538	CAMPBELL BENJAMIN 1728 109TH AVENUE CT E EDGEWOOD, WA 98372-7204
CHRISTENSEN CHAD K & KARI L null 1427 20TH ST NW AUBURN, WA 98001-3424	CITY OF ELLENSBURG PUBLIC WORKS 501 N ANDERSON ST ELLENSBURG, WA 98926-3147	CLARK JESSE & CARLY 302 W BOWERS RD ELLENSBURG, WA 98926-6598
CLARK LINNEY J & JENNIFER M 2800 N SUSIE CT ELLENSBURG, WA 98926-4019	CROOK MARK D & LISA E 106 E COUNTRY SIDE AVE ELLENSBURG, WA 98926-7772	CWH LLC PO BOX 490 CLE ELUM, WA 98922-0490
DANNAN DOMINIC ANTHONY & MICHELLE JULRIN null 200 E CHASON AVE ELLENSBURG, WA 98926-0002	ELLENSBURG MEADOWS HOMEOWNERS ASSOC null 309 E KRISTEN AVE ELLENSBURG, WA 98926-4014	FALCON RIDGE INVESTMENTS LLC 2550 BORTON RD YAKIMA, WA 98903-9766
FLINT GLENN G null 205 W BENDER RD ELLENSBURG, WA 98926-9406	FOSTER BARBARA 301 E STANFORD AVE ELLENSBURG, WA 98926-5910	FRAZIER DANNY & ELLEN KATHLEEN 106 E CHASON AVE ELLENSBURG, WA 98926-0001
GAPPER NIGEL E null 200 E COUNTRY SIDE AVE ELLENSBURG, WA 98926-7775	GREEN ANDREA M 104 E COUNTRY SIDE AVE ELLENSBURG, WA 98926-7772	GREEN ZACHERY ROSS & AMBER MAY 100 E STANFORD AVE ELLENSBURG, WA 98926-5911
GRISWOLD JONATHAN & REBECCA 219 W BENDER RD ELLENSBURG, WA 98926-9406	HART KATE J 201 E CHASON AVE ELLENSBURG, WA 98926-0002	KAISER DEAN L & PATRICIA A 104 E CHASON AVE ELLENSBURG, WA 98926-0001



Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage** at <https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects>

Written Comments: The public is encouraged to review and comment on the proposed project. **Comments must be submitted in writing by 1:30 pm on Thursday, August 27, 2020 by either:**

Mail delivery postmarked by the deadline, addressed to:

- 1) City of Ellensburg Community Development Department
501 N Anderson Street, Ellensburg, WA 98926 or
- 2) Via email by 1:30 pm on the deadline, to the staff contact listed below

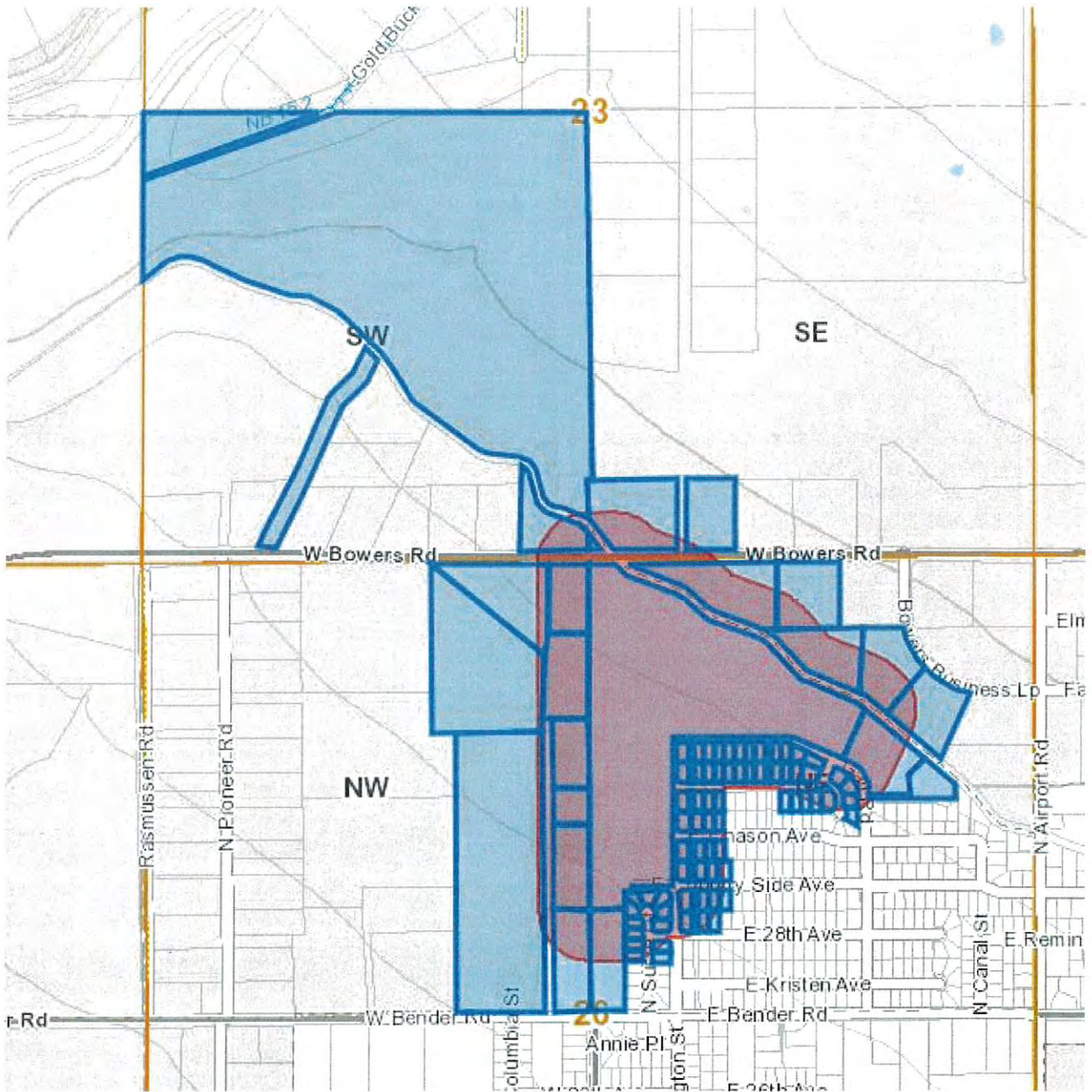
Comments must be submitted in writing by 5:00 pm on Thursday, August 20, 2020, in order to be included in the staff report provided to the Hearing Examiner in advance of the hearing. Any comments received after this date will be provided to the Hearing Examiner at the meeting itself.

Staff contact: Shannon Johnson, Senior Planner. Email: johnsons@ci.ellensburg.wa.us

Sincerely,

A handwritten signature in blue ink that reads "Shannon D. Johnson". The signature is written in a cursive, flowing style.

Shannon D. Johnson
Senior Planner



Properties in 300' Area of Notification (in red)







Shannon Johnson

From: Bruce Bader <Bruce.Bader@bortonfruit.com>
Sent: Monday, August 17, 2020 4:41 PM
To: Shannon Johnson
Cc: Byron Borton; Mike Heit; Stan Kotlarz
Subject: [Ext] Re: P19-147 Ellensburg Flats Preliminary Long Plat - Notice of Public Hearing & Land Use Action Sign Template for Posting
Attachments: 2020-08-17 13.39.41.jpg; 2020-08-17 13.41.00.jpg; 2020-08-17 13.42.13.jpg

Shannon,

Please see attached photos of posted Land Use Action.

Thank you.

From: Mike Heit <mheit@hlacivil.com>
Sent: Wednesday, August 12, 2020 10:24 AM
To: Byron Borton <Byron@bortonfruit.com>; Bruce Bader <Bruce.Bader@bortonfruit.com>; Stan Kotlarz <Stan.Kotlarz@bortonfruit.com>
Subject: FW: P19-147 Ellensburg Flats Preliminary Long Plat - Notice of Public Hearing & Land Use Action Sign Template for Posting

The site needs to be reposted with this new sign notifying of the public hearing. The other sign was just for SEPA.

Very Truly Yours,

Mike Heit P.E.
HLA Engineering and Land Surveying, Inc.
2803 River Road
Yakima, WA 98902
Phone: 509-966-7000



From: Shannon Johnson <johnsons@ci.ellensburg.wa.us>
Sent: Wednesday, August 12, 2020 9:03 AM
To: Mike Heit <mheit@hlacivil.com>
Cc: 'byron@bortonfruit.com' <byron@bortonfruit.com>
Subject: P19-147 Ellensburg Flats Preliminary Long Plat - Notice of Public Hearing & Land Use Action Sign Template for Posting
Importance: High

Good Morning Mike,

As discussed, I've set the Public Hearing with the Hearings Examiner for Wednesday, September 2, 2020 at 2:00 pm. Please see the attached legal notice of public hearing for P19-147 – Ellensburg Flats Plat 75-lot Subdivision located on Gail Road. In addition to this email notification, I will be mailing a hard copy to your physical address in today's outgoing mail.

I've also attached the land use action sign for the above project which needs to be posted on site as soon as possible.

The Copy Shop here in town knows our specifications in order to blow this up (2x3 feet) and Instructions are attached above. Please post the signage along the street frontages similarly to how you posted the previous SEPA signage for this project.

Please email me a picture when you have posted the site, so that I can include it in the file. I will be mailing out the notices of application today, Wednesday, August 12, 2020 (to all property owners within 300 feet of the project site), and to all members of the public who requested notification during the SEPA process) and the legal notice will be in the newspaper today as well.

Please don't hesitate to let me know if you have any questions along the way. I look forward to working further with you on this exciting new project for our community.

Shannon D. Johnson
Senior Planner
Community Development
501 N. Anderson Street
Ellensburg, WA 98926
Office: (509) 962-7108
Email: johnsons@ci.ellensburg.wa.us





Preliminary Subdivision (Long Plat) Application

PA-07
APPLICATION

RECEIVED
DEC 26 2019

Community Development Department

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

A pre-application meeting is required prior to submitting a Long Plat application. Land Subdivisions that create 10 or more lots (referred to as long plats) are subject to the Type IV review process as set forth in Chapter 15.210 ECC. Subdivisions that are granted preliminary approval shall be effective for a period set forth in RCW 58.17.140, during which time the final subdivision application shall be submitted for approval and recording.

Application Fee: \$1200 (Pre-App Fee: \$500 may be applied here also)

In addition to the existing application fee, the applicant shall be required to pay a \$600 Hearing Examiner fee. If the Hearing Examiner fee is less than \$600, the difference shall be returned to the applicant. If the Hearing Examiner fee exceeds \$600, the additional cost shall be billed to and paid by the applicant.

The Planning Division will be unable to accept your Long Plat Application Form if you fail to provide ALL of the following required material.

OFFICIAL USE ONLY:

Staff Person: *km*

Date Submitted: *12-20-19*

Fee Total:

FILE #: *P19-147*

Associated
Permit File #: *P19-145
P19-146*

PROPERTY OWNER: (Note: If the Applicant is not the Owner, attach written authorization from the legal owner(s).)

Legal Owner Name(s): Falcon Ridge Investments, LLC

Day Phone: 509-945-3438

Mailing Address: 2550 Borton Rd., Yakima, WA 98903

E-mail: byron@bortonfruit.com

Cell Phone: 509-945-3438

***APPLICANT:**



Owner

☐ Contractor

☐ Tenant

☐ Other

Name:

Day Phone:

Mailing Address:

E-mail:

Cell Phone:

CONTACT PERSON:



Owner

☐ Contractor

☐ Tenant

☐ Other

Name: Falcon Ridge Investments, LLC

Day Phone: 509-945-3438

Mailing Address: 2550 Borton Rd., Yakima, WA 98903

E-mail: byron@bortonfruit.com

Cell Phone: 509-945-3438

PROJECT INFORMATION:

Parcel Number(s)
of Site: 11489

Site Address (if any): Gail Rd., Ellensburg, WA.

City Zoning Designation:

R-S and A-O

(OVER)

PROJECT INFORMATION:

Ellensburg City Code 15.260.120 requires that application for short plats may only be approved if/all the following are satisfied

Application contents. Applications for a preliminary subdivision shall contain the following:

1. The minimum application requirements set forth in ECC 15.220.020 and a completed subdivision application form provided by the department, which shall include the signatures of all owner's of interest in the land involved in the preliminary subdivision;
2. Payment of a the application fee in the amount established in the city's adopted fee schedule;
3. A completed SEPA Checklist and payment of the SEPA application fee;
4. A completed critical area information form or critical area report pursuant to ECC Article 6, if applicable;
5. A title report of the property to be subdivided;
6. A recorded copy of the deed for the property to be subdivided;
7. Copies of all existing or proposed restrictive covenants involving the land within the proposed subdivision;
8. Names and addresses of the owner(s) of the property to be subdivided and of any person or entity holding an interest in the property as identified on the title report in sub-section 5 above;
9. Names and addresses of all property owners within 300 feet of the boundaries of the proposed subdivision as those names appear on the records of the Kittitas County Assessor;
10. The preliminary subdivision plat drawing which shall comply with all general drafting standards and Tier 3 drafting guidelines required by the city's public works development standards – Section 5 - drafting standards. Five copies of the drawing shall be provided with the application, along with an electronic copy on CD media in a format readable by the city's current version of AutoCAD, and one reduced copy not to exceed 11-inches by 17-inches. In addition to the drafting standards set forth in the city's public works development standards, such drawing shall clearly show the following:
 - a. Vicinity sketch showing the parcel boundaries and the major street system, with street names, within a one-quarter-mile radius;
 - b. Zoning of the property proposed for subdivision;
 - c. Location and size of existing and proposed utilities, railroads, and irrigation rights-of-way on the property proposed for subdivision;
 - d. Plan view of proposed streets, their names and widths, pedestrian ways, all utilities and easements;
 - e. Location and size of all proposed ditches, culverts, catch basins, detention or retention ponds or other parts of the design for the control of surface water drainage;
 - f. Approximate boundaries of all areas subject to irrigation or storm water overflow;
 - g. Location, width and direction of flow of all watercourses on the site; and
 - h. Location and identification of all critical areas, including associated buffers, on the property proposed for subdivision or on adjacent properties, as required by ECC Article 6;
11. Preliminary grading plan pursuant to public works department requirements;
12. Preliminary storm water plan pursuant to public works department requirements;
13. Preliminary landscaping plan pursuant to Articles 4 and 5 of this title;
14. A narrative addressing ownership and maintenance of open spaces, stormwater facilities, public trails and critical areas, and the applicable approval criteria and standards of the Ellensburg Municipal Code. It should also address any proposed building conditions or restrictions;
15. Transportation study, if required by the public works department;
16. Location of any proposed building envelopes on the lots being created; and
17. Any other information in the opinion of the director which is necessary to determine if the proposed subdivision makes appropriate provisions for physical problems or hazards involving public health, safety and/or welfare.

SIGNATURE OF LEGAL OWNER or REPRESENTATIVE AS AUTHORIZED BY THE LEGAL OWNER:

I, Byron Barton, (print name) affirm that the above responses are made truthfully and to the best of my knowledge. I hereby apply for this permit application and acknowledge that I have read this application and state that the information is correct and that I agree to comply with all city ordinances pertaining to this permit if granted.

I further affirm that I am the owner of record of the area proposed for the above-identified land use action or, if not the owner, attached herewithin is written permission from the owner(s) authorizing my actions on his/her/their behalf.

Signature of Legal Owner:
(or Authorized Agent)

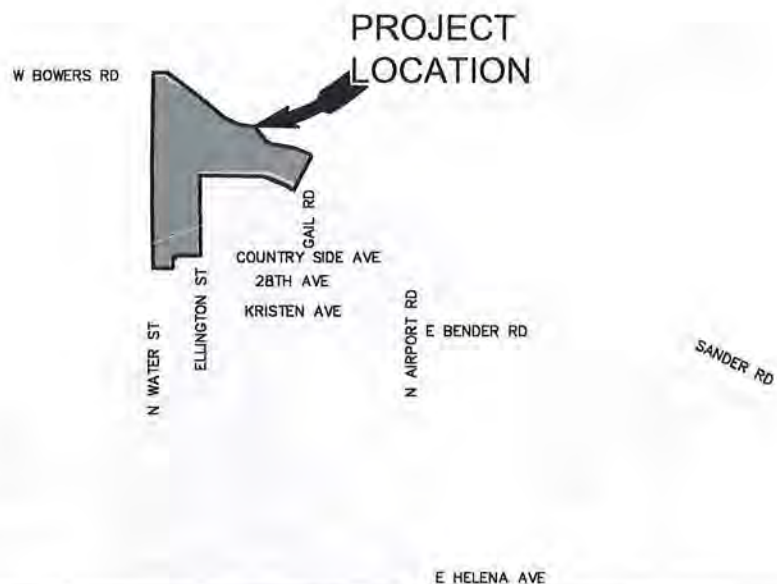


Date:

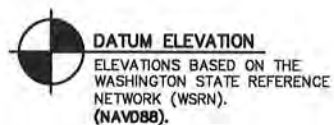
10-9-19

PRELIMINARY PLAT OF "ELLENSBURG FLATS"

(A PORTION OF THE NORTHWEST 1/4, NORTHEAST 1/4,
SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.)



VICINITY MAP - N.T.S.



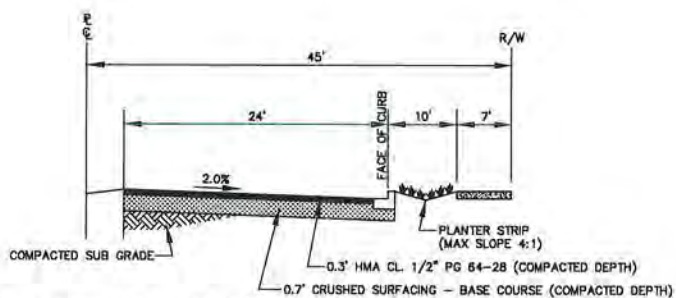
ELEVATIONS BASED ON THE
WASHINGTON STATE REFERENCE
NETWORK (WSRN).
(NAVD88).

LEGAL DESCRIPTION (PARCEL NO. 11489)

PARCEL B OF THAT CERTAIN SURVEY MARCH 23, 2006, IN BOOK 32 OF SURVEYS,
PAGES 87 THROUGH 88, UNDER AUDITOR'S FILE NO. 200603230038, RECORDS OF
KITITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF SECTION 26, TOWNSHIP
18 NORTH, RANGE 18 EAST, W.M., KITITAS COUNTY, STATE OF WASHINGTON.

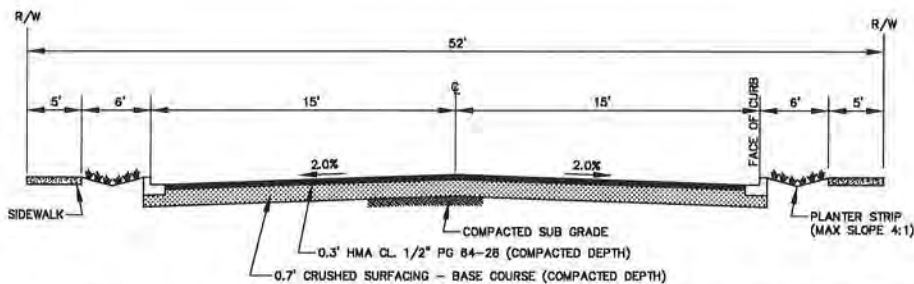
NOTES:

1. SUBJECT PROPERTY IS ZONED R-S, SINGLE-FAMILY RESIDENTIAL, AND A-0 AIRPORT OVERLAY.
2. STREET IMPROVEMENTS SHALL CONFORM TO CITY OF ELLENSBURG STANDARDS FOR PLAT REVIEW.
3. SEWER IS PROVIDED BY CITY OF ELLENSBURG.
4. ALL STORM WATER GENERATED BY NEW IMPERVIOUS SURFACES TO BE RETAINED AND DISPOSED OF ON SITE IN ACCORDANCE WITH CITY OF ELLENSBURG STORMWATER ENGINEERING DIVISION REQUIREMENTS.
5. WATER IS PROPOSED TO BE PROVIDED BY CITY OF ELLENSBURG. FIRE HYDRANT LOCATIONS NOT YET DETERMINED AND NOT SHOWN ON THIS PLAN.
6. POWER, TV CABLES, TELEPHONE CABLES AND NATURAL GAS MAINS ARE NOT SHOWN ON THESE PLANS BUT ARE TO BE LOCATED WITHIN THE PUBLIC UTILITY EASEMENT. DEVELOPER TO COORDINATE WITH THE SERVING UTILITY COMPANY FOR DESIGN AND INSTALLATION OF THEIR FACILITIES.
7. TYPICAL BUILDING SETBACKS - 15' FRONT SETBACK FROM RIGHT OF WAY, 5' / 10' SIDE SETBACK FROM PROPERTY LINE, AND 20' REAR SETBACK FROM PROPERTY LINE.
8. TREES PROVIDED AT THE RATE OF ONE TREE PER 300 SQUARE FEET OR ONE TREE PER 30 LINEAR FEET, WHICHEVER IS GREATER, OF LANDSCAPE STRIP. TREES TO BE IN ACCORDANCE WITH PUBLIC WORKS STREET TREE LIST.



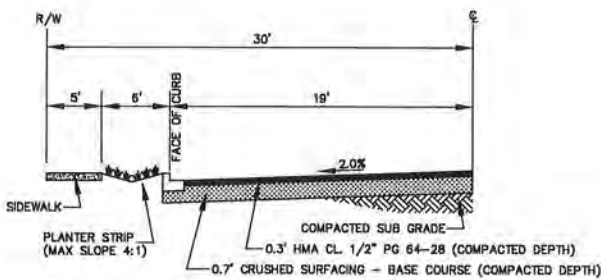
CITY OF ELLENSBURG - RESIDENTIAL SECTION (WATER STREET)

NOT TO SCALE



CITY OF ELLENSBURG - RESIDENTIAL ROAD SECTION (INTERIOR ROADS)

NOT TO SCALE



CITY OF ELLENSBURG - RESIDENTIAL ROAD WIDENING SECTION
(COUNTRY SIDE AVE., N. ELLINGTON ST.,
E. CHINOOK ROAD, AND GAIL STREET)

NOT TO SCALE

DEVELOPER

FALCON RIDGE INVESTMENTS, LLC
2550 BORTON RD.
YAKIMA, WA 98903
(509) 945-3438

ENGINEER/SURVEYOR

HLA ENGINEERING AND LAND SURVEYING, INC.
2803 RIVER ROAD
YAKIMA, WASHINGTON 98902
MICHAEL R. HEIT, PE
TIM FRIES, PLS
(509) 966-7000



2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com



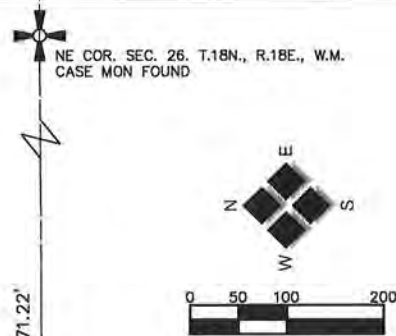
		JOB NUMBER: 18140	DATE: 6-03-20
		FILE NAMES: SHEETS.dwg	
		DRAWING: SHEETS.dwg	
		DESIGNED BY: MRH	
		ENTERED BY: MDH	
REVISION	DATE		

FALCON RIDGE, LLC
ELLENSBURG FLATS PLAT
ELLENSBURG, WASHINGTON

PRELIMINARY PLAT

PARCEL NO. 11489

SHEET
1
OF
156

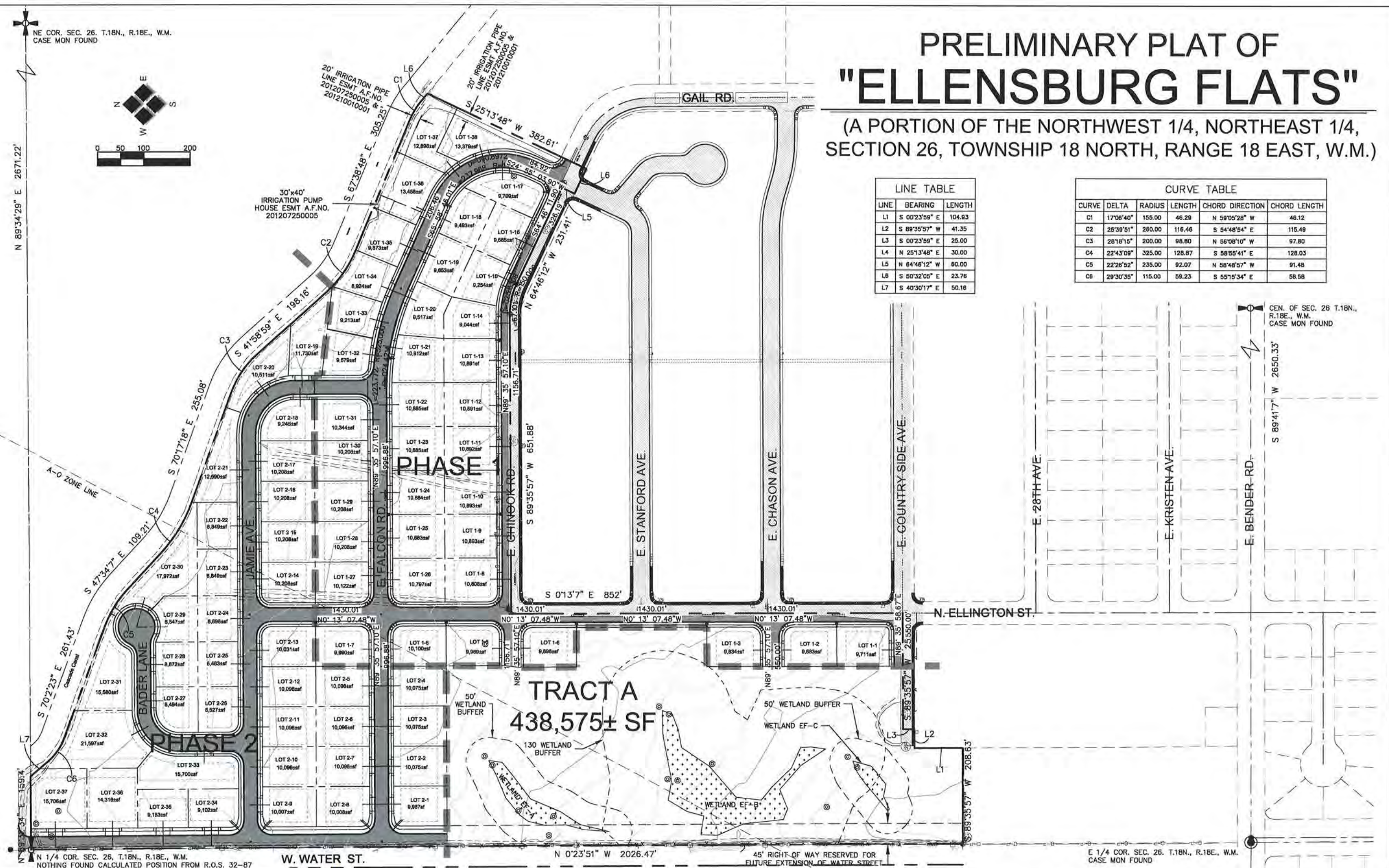


PRELIMINARY PLAT OF "ELLENSBURG FLATS"

(A PORTION OF THE NORTHWEST 1/4, NORTHEAST 1/4,
SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 00°23'59" E	104.93
L2	S 89°35'57" W	41.35
L3	S 00°23'59" E	25.00
L4	N 25°13'48" E	30.00
L5	N 64°46'12" W	60.00
L6	S 50°32'05" E	23.76
L7	S 40°30'17" E	50.16

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	17°06'40"	155.00	46.29	N 59°05'28" W	46.12
C2	25°39'51"	260.00	116.46	S 54°48'54" E	115.49
C3	28°18'15"	200.00	98.80	N 56°08'10" W	97.80
C4	22°43'09"	325.00	128.87	S 58°55'41" E	128.03
C5	22°26'52"	235.00	92.07	N 58°48'57" W	91.48
C6	29°30'35"	115.00	59.23	S 55°15'34" E	58.58



2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com



JOB NUMBER: 18140
DATE: 6-03-20
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DRAWING: SHEETS.dwg
DESIGNED BY: MRH
ENTERED BY: MDH

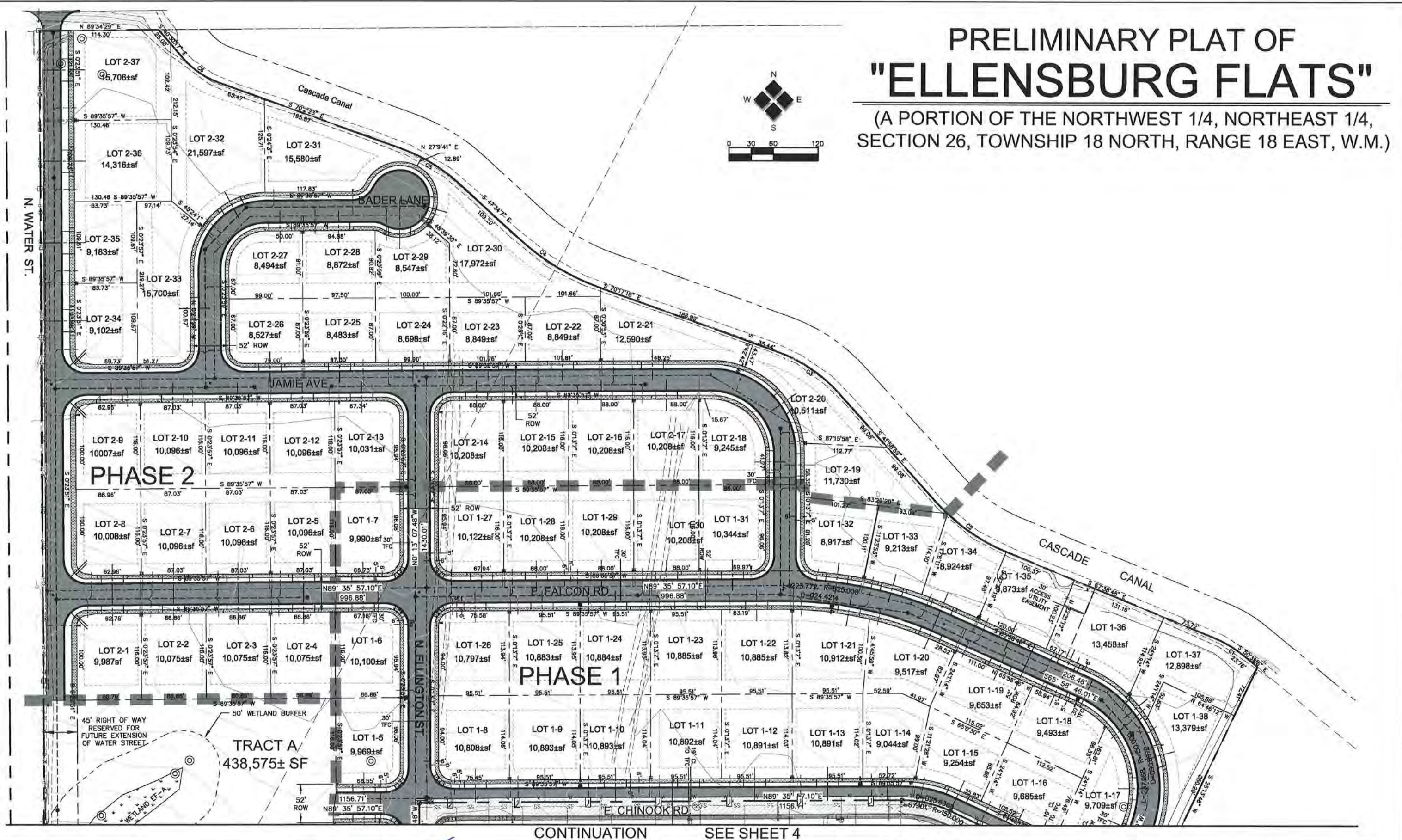
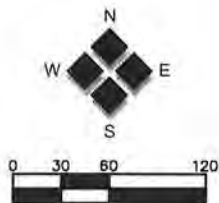
FALCON RIDGE, LLC
ELLENSBURG FLATS PLAT
ELLENSBURG, WASHINGTON

PRELIMINARY PLAT OVERALL

SHEET
2
OF
4
157

PRELIMINARY PLAT OF "ELLENSBURG FLATS"

(A PORTION OF THE NORTHWEST 1/4, NORTHEAST 1/4,
SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.)



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6-3-2020

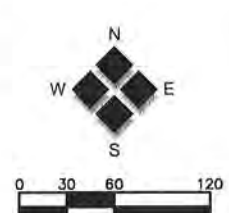
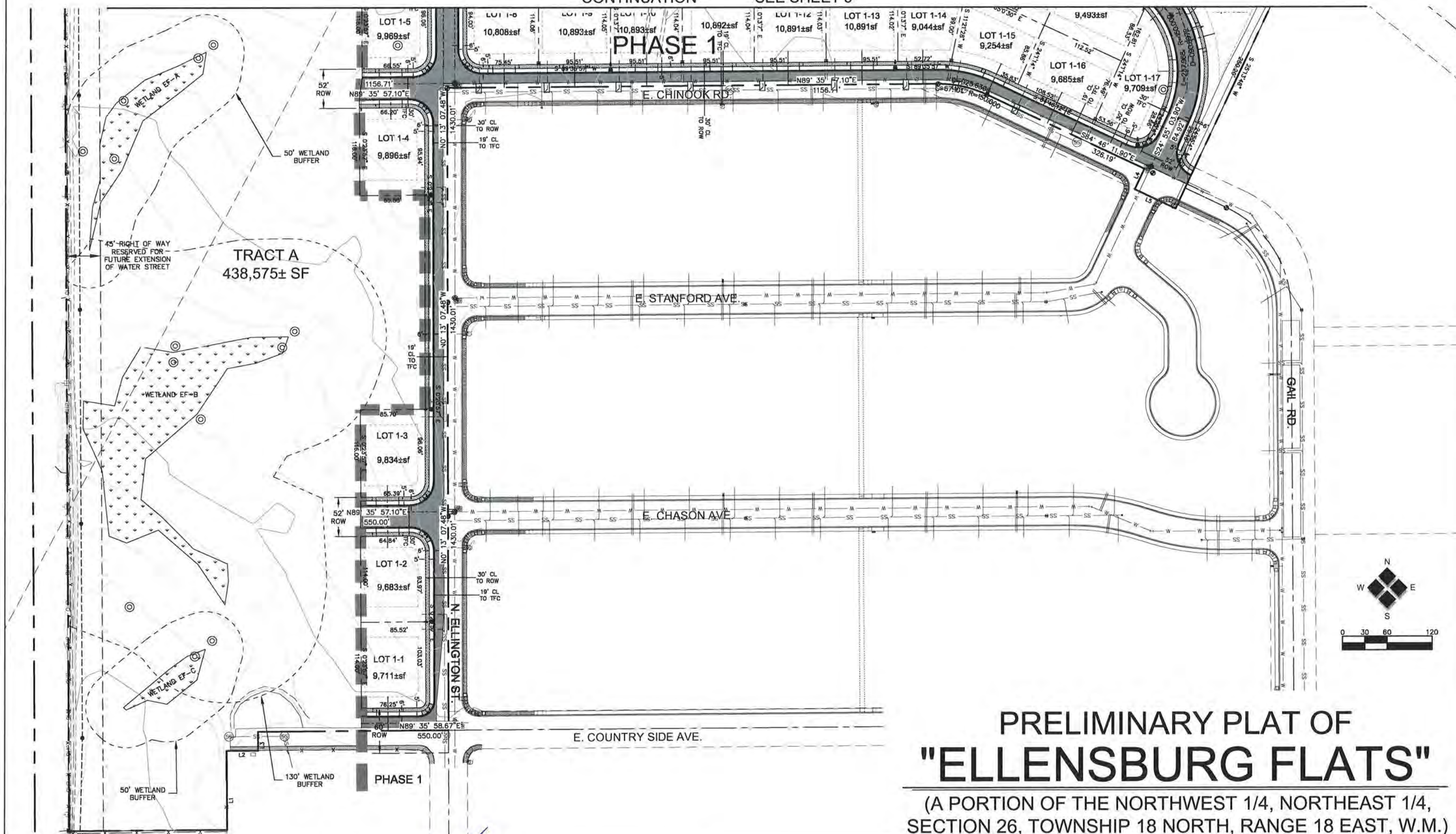
JOB NUMBER: 18140	DATE: 6-03-20
FILE NAMES: DRAWING: SHEETS.dwg	
DESIGNED BY:	MRH
ENTERED BY:	MDH

FALCON RIDGE, LLC
ELLENSBURG FLATS PLAT
ELLENSBURG, WASHINGTON

PRELIMINARY PLAT SITE

SHEET
3
OF
158

PHASE 1



**PRELIMINARY PLAT OF
"ELLENSBURG FLATS"**
(A PORTION OF THE NORTHWEST 1/4, NORTHEAST 1/4,
SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.)



HLA
Engineering and Land Surveying, Inc.

2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com




6-3-2020

JOB NUMBER: 18140	DATE: 6-03-20
FILE NAMES: DRAWING: SHEETS.dwg	
DESIGNED BY: ENTERED BY:	MRH MDH

FALCON RIDGE, LLC
ELLENSBURG FLATS PLAT
ELLENSBURG, WASHINGTON
PRELIMINARY PLAT SITE

PROJECT DESCRIPTION

Project Proponent:	Falcon Ridge Investments, LLC. 2550 Borton Rd. Yakima, WA 98903 (509) 945-3438
Yakima County Tax Parcel No.:	11489
Total Site Area:	35.55 Acres
Section, Township, Range:	Sec. 26, T. 18 N, R. 18 E, W.M. Ellensburg, Washington

The proposed Ellensburg Flats Plat will subdivide approximately 35.55 acres into 75 single family lots, and a 10.06-acre tract on a parcel located North of Bender Road between Water Street and N. Airport Road, Ellensburg, WA. The property runs north-south along N. Ellington Street, extending west to W. Water Street, and wraps around the North side of Chinook Road towards Gail Road. The subdivision is proposed to be constructed in two phases, Phase 1 is located East of N. Ellington Street along E. Falcon Road and E. Chinook Road. Phase 2 is located West of N. Ellington Street and North of E. Falcon Road. The lot sizes will vary in size from approximately 8,043 square feet to 21,597 square feet and slope from the northwest to the southeast with slopes varying from 1.5 percent to 2.5 percent. The site currently has frontage improvements along E. Chinook Road, Gail Road, and N. Ellington Street. There is agricultural land and vacant fields to the north and west, commercial property to the east, and residential property to the south. The parcel is currently covered with a combination of natural occurring grasses and weeds. The lots will have frontage onto a public roadway which will need to be improved as part of this project. N. Ellington Street, E. Falcon Road, E. Chason Ave., and the north half of E. Chinook Road and E. Country Side Ave., improvements will need to be extended as part of Phase 1 of this project. N. Ellington Street, E. Falcon Road, Jamie Ave., and Bader Lane improvements will need to be extended as part of Phase 2 of this project. As Part of Phase 2 improvements, the east half of N. Water Street will be constructed from E. Falcon Road north to Bowers Road. Right-of-way for a future extension of N. Water Street will be dedicated across Tract A as part Phase 2 of the subdivision.

Mt. Stuart Elementary School is the closest school and lies approximately 6,400 feet to the southeast of the subject property and recreational activities take place at the school fields. Central Washington University lies approximately 6,400 feet to the south of the subject property and recreational activities take place at the park. Other known recreational activities in the general area consist of fishing, biking, golfing, and walking and jogging.

Access to the plat will be from extensions off North Ellington Street and Gail Road. City of Ellensburg Water and Sewer will serve the lots. Storm water will all be contained on-site in retention swales or underground infiltration. The plats primary method for storm water management will be sheet flow of water across the pavement, down the gutter, and collecting in small surface drainage galleries located within the roadside landscape strips. The storm water will then infiltrate into the soil.

Prior to the pre-application process, in discussions with City of Ellensburg staff, it was identified that a Traffic Impact Analysis (TIA) and Critical Areas Report would need to be prepared as part of the plat application process. A TIA was prepared by Morrison Maierle, studying traffic impact as outlined by the City of Ellensburg. The TIA was prepared based on a preliminary plat layout containing 126 single family lots. The Ellensburg Flats Plat was originally submitted as a three-

phase, 125 single family lot subdivision during the City of Ellensburg pre-application review process. During the pre-application process it was identified that a Critical Areas Report would also need to be prepared as part of the plat application process. RH2 prepared a site-specific Critical Areas Report that delineated the wetlands within the 35.55-acre project boundary. The report was originally prepared based on the 125 single family lot subdivision preliminary plat. After the pre-application review, the developer re-analyzed the lot sizes and density of the proposed lots, and reduced the proposed total number of lots to 107 within the three phases of the subdivision.

There are no existing surface bodies of water within the development. Cascade Canal irrigation ditch passes across the northern property line of the Ellensburg Flats property and a small open irrigation ditch runs along the west property line. The site was studied for environmental/wetland conditions as part of a broad report for the entire area by the Watershed Company in the early 2000's. As a result of that report mitigation measures were instituted as part of previous subdivision developments constructed within the area.

RH2 performed the field investigation in June 2019 for the Critical Areas Report that identified three existing wetlands within the 35.55-acre project boundary, but not within the currently proposed development area. The wetlands on the property are located to the west of the project site. Wetland A and C were identified as category IV with a 50-foot buffer, and Wetland B was identified as a category III with a 130-foot buffer.

As result of the identified wetlands, it was determined that the full three-phase, 125 single family lot subdivision was not feasible at this time. Therefore, in accordance with RH2's recommendation, the wetlands encumbered area was removed from the proposed plat, placing that area in the proposed 10.06-acre tract, and reduce the proposed plat to a two-phase 75 single family lot subdivision. The report identified that the hydrology creating the wetlands is significantly impacted by Cascade Canal, and an open irrigation ditch running north-south along the west side of the property, in the area where wetlands were identified. As part of Phase 1 of the development, the developer intends to pipe the open irrigation ditch, and implement additional measures as necessary to limit impacts from Cascade Canal throughout the property. The report identifies that improvements to the irrigation facilities will likely directly or indirectly affect the current wetlands habitat. In accordance with the Critical Area Report guidance, the developer is proposing to avoid and minimize impacts to the wetland and associated buffers on the site to the maximum extent practicable. Therefore, no mitigation is proposed during Phase 1 of the project. As part of Phase 2 of the development, the impacts of piping the irrigation ditch are understood, RH2 will prepare an updated wetlands delineation. In addition, RH2 will provide wetland professional guidance during Phase 2 design, to detail specific mitigation measures, along with construction best management practices, relocation guidance, or permanent protections (e.g., fencing and/or signage) for the on-site wetlands. The mitigation measures implemented will allow the dedication of N. Water Street right-of-way across Tract A as part of Phase 2 of the subdivision.

All drainage facilities and mitigation measures will be in accordance with the 2019 edition of the Washington State Department of Ecology (WSDOE) Stormwater Management Manual for Eastern Washington. The stormwater facilities will be maintained by a Homeowner's Association.

PROJECT DESCRIPTION

Block Length Connectivity Departure Request

Falcon Ridge, LLC is requesting a departure from the 660-foot maximum block connectivity length as specified in ECC 15.420.020(B)(1) Blocks, as required ECC 15.420.020(B)(2) Departures.

The proposed Ellensburg Flats Plat will subdivide approximately 35.55 acres into 75 single family lots, and a 10.06-acre tract on a parcel located North of Bender Road between Water Street and N. Airport Road, Ellensburg, WA. The property runs north-south along the N. Ellington Street, extending west to W. Water Street, and wraps around the North side of Chinook Road towards Gail Road. The subdivision is proposed to be constructed in two phases, Phase 1 is located East of N. Ellington Street along E. Falcon Road and E. Chinook Road. Phase 2 is located West of N. Ellington Street and North of E. Falcon Road. The site currently has frontage improvements along E. Chinook Road, Gail Road, and N. Ellington Street.

As shown on the proposed Preliminary Plat of Ellensburg Flats, the existing roads E. Chinook Road, and E. Stanford Ave. extend east from N. Ellington Street to where they connect with Gail Road, which exceeds the current 660-foot block length. E. Chinook Road is approximately 950 feet in length, and E. Stanford Ave. is approximately 1,000 feet in length, between their connection to N. Ellington Street and where they connect.

Therefore, E. Falcon Road is proposing to extend west from N. Ellington Street in a similar manner, connecting at the same location as E. Chinook Road and E. Stanford Ave., creating a four-way controlled intersection. Typically, best engineering practices for traffic movement is to have road aligned controlled intersections. The proposed E. Falcon Road is approximately 1,200 feet in length, and is similar in length to E. Chason Ave., E. Country Side Ave., E. 28th Ave., and other roads within the adjacent subdivisions. Aligning the roads at the controlled intersection, rather than a mid-block connection to E. Chinook Road, reduces the potential for traffic accidents. The mid-block road connection is unnecessary because there are no other road connection points for this to connect to, or road extension points, as the block lengths and roads to the south are already established.

LEGAL DESCRIPTION

PARCEL B OF THAT CERTAIN SURVEY MARCH 23, 2006, IN BOOK 32 OF SURVEYS, PAGES 87 THROUGH 88, UNDER AUDITOR'S FILE NO. 200603230038, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON.



WESTCOR
LAND TITLE INSURANCE COMPANY

RECEIVED

DEC 26 2019

GUARANTEE NO.
SG-1-WA1014-7773660

COMMUNITY DEVELOPMENT

WESTCOR LAND TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE

SUBJECT TO THE CONDITIONS AND STIPULATIONS HEREOF, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina corporation, herein called the Company,

GUARANTEES

the Assured named in Schedule A of this Guarantee, in an amount not to exceed \$1,000.00

That, as of the Date shown on Schedule A, according to those public records, which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the subdivision referenced in Schedule A, the only parties having any record title interest in said land whose signatures are necessary on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are set forth and shown in Schedule A.

SCHEDULE A

**IS ATTACHED HERETO AS A SEPARATE PAGE AND MADE A
PART OF THIS GUARANTEE**

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this Guarantee to be signed and sealed as of the Date of Guarantee shown in Schedule A.

Issued By: WA1014 * 42535

Kittitas Title & Escrow, LLC

208 W. 9th Avenue, Suite 6
Ellensburg, WA 98926

WESTCOR LAND TITLE INSURANCE COMPANY



By:

Mary O'Donnell

President

Attest:

[Signature]

Secretary

NOTE: This Guarantee is of no force and effect unless Schedule A is attached together with any added pages incorporated by reference.

GUARANTEE CONDITIONS AND STIPULATIONS
(To the extent terms included herein are applicable to this Guarantee)

1. DEFINITION OF TERMS.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (c) "date": the Date of Guarantee.

2. EXCLUSIONS:

This Guarantee does not cover:

Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS-LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action with the time herein before specified, shall be a conclusive bar against maintenance by the assured of any action under this Guarantee.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY-PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.

- (c) No claim for damages shall arise or be maintainable under this guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein, removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at: Westcor Land Title Insurance Company, Attn: Claims, 875 Concourse Parkway South, Suite 200 Maitland, FL 32751.

10. FEE

The fee specified on Schedule A of this Guarantee is the total fee for title search and examination and for this Guarantee.

SUBDIVISION GUARANTEE

**WESTCOR
LAND TITLE
INSURANCE COMPANY**

HOME OFFICE

875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

SUBDIVISION GUARANTEE

SCHEDULE A

State: Washington
County: Kittitas

Agent Number	File Number	Guarantee Number	Fee	Subdivision
WA1014	42535	SG-1-WA1014-7773660	\$300.00	

1. Name of Assured:

Falcon Ridge Investments LLC, a Washington limited liability company

2. Date of Guarantee: September 24, 2019

3. Parties having any record title interest in the land:

Falcon Ridge Investments LLC, a Washington limited liability company

4. Description of the land:

Parcel B of that certain survey March 23, 2006, in Book 32 of Surveys, pages 87 through 88, under Auditor's File No. 200603230038, records of Kittitas County, State of Washington; being a portion of Section 26, Township 18 North, Range 18 East, W.M., Kittitas County, State of Washington.

5. Name of Proposed Subdivision Plat or Condominium Map:

Dated September 24, 2019

Issued By:

Kittitas Title and Escrow, LLC
208 West 9th Avenue, Suite 6
Ellensburg, WA 98926



SUBDIVISION GUARANTEE

Order Number: 42535

Guarantee No.: SG-1-WA1014-7773660

SUBJECT TO:

1. FUTURE LIABILITY, IF ANY, TO ASSESSMENTS levied by Cascade Irrigation District
2. LIABILITY, IF ANY, TO ASSESSMENTS levied by Sunny Meadows Estate Water Users Association.
3. FUTURE LIABILITY, IF ANY, TO ASSESSMENTS levied by Sunny Meadows Estate Water Users Association.
4. LIABILITY, IF ANY, TO ASSESSMENTS levied by Sunny Meadows Estate Homeowners Association.
5. FUTURE LIABILITY, IF ANY, TO ASSESSMENTS levied by Sunny Meadows Estate Homeowners Association.

6. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2019
Amount billed:	\$10,887.09
Amount paid:	\$5,443.55
Amount due:	\$5,443.54, plus interest and penalty, if delinquent
Levy code:	18
Land use/DOR code:	91
Map number:	18-18-26010-0013
Parcel number:	11489
Assessed value of land:	\$888,750.00
Assessed value of improvement:	\$0.00

7. CASCADE IRRIGATION DISTRICT ASSESSMENT:

Year:	2019
Amount billed:	\$1,955.26
Amount paid:	\$977.63
Amount owing:	\$977.63, plus interest and penalty, if delinquent
Map number:	18-18-26010-0013
Parcel number:	11489

8. EASEMENT, including terms and provisions contained therein:

Recorded:	December 17, 1904
Recording no.:	12027
In favor of:	Cascade Canal Company
For:	Ingress to and egress from Irrigation Canal and all other stated purposes
Affects:	The legal description contained in said easement is not sufficient to determine its exact location within said premises

Refer to the record of said instrument for full particulars.

9. EASEMENT, including terms and provisions contained therein:

Recorded:	December 17, 1904
Recording no.:	12044
In favor of:	Cascade Canal Company
For:	Ingress to and egress from Irrigation Canal and all other stated purposes
Affects:	The legal description contained in said easement is not sufficient to determine its exact location within said premises

Refer to the record of said instrument for full particulars.

SUBDIVISION GUARANTEE

10. EASEMENT, including terms and provisions contained therein:

Recorded: June 9, 1991
Recording no.: 571580
In favor of: Puget Sound Power & Light Company
For: Underground electric transmission and/or distribution systems
Affects: Refer to said instrument for the exact location.

Refer to the record of said instrument for full particulars.

11. TEMPORARY EASEMENT, including terms and provisions contained therein:

Recorded: January 11, 2012
Recording no.: 201201110025
In favor of: City of Ellensburg and Cascade View, Inc.
For: construction, maintenance, operation, repair, replacement and/or enlargement of underground pipes, conduits, cables, wires for utilities and storm water basin, and all other purposes.
Affects: Refer to said instrument for the exact location.

Refer to the record of said instrument for full particulars.

12. EASEMENT, including terms and provisions contained therein:

Recorded: July 25, 2012
Recording no.: 201207250005
In favor of: Cascade Irrigation District
For: construction, maintenance, operation, repair, replacement and/or enlargement of underground pipes/pumps for pump house and pipeline, and all other stated purposes.
Affects: Refer to said instrument for the exact location.

Refer to the record of said instrument for full particulars.

13. EASEMENT, including terms and provisions contained therein:

Recorded: October 1, 2012
Recording no.: 201210010001
In favor of: Cascade Irrigation District
For: construction, maintenance, operation, repair, replacement and/or enlargement of underground pipes/pumps for pump house and pipeline, and all other stated purposes
Affects: Refer to said instrument for the exact location.

Refer to the record of said instrument for full particulars.

14. EASEMENT AND AGREEMENT TO DEDICATE, including terms and provisions contained therein:

Recorded: December 20, 2013
Recording no.: 201312200009
In favor of: City of Ellensburg and Lathrop Development Co., Inc.
For: construction, maintenance, operation, repair, replacement and/or enlargement of underground pipes/pumps for road purposes and all other stated purposes.
Affects: Refer to said instrument for the exact location.

Refer to the record of said instrument for full particulars.

15. A RECORD OF SURVEY and any and all matters relating thereto:

Recorded: May 6, 1993
Recording no.: 559266
Book: 19
Page: 77

16. A RECORD OF SURVEY and any and all matters relating thereto and disclosed thereby:

SUBDIVISION GUARANTEE

Recorded: March 23, 2006
Recording no.: 200603230038
Book: 32
Page: 87-88

17. PENDENCY OF YAKIMA COUNTY SUPERIOR COURT CAUSE NUMBER 77-2-01484-5, State of Washington Department of Ecology, plaintiff vs. James J. Acquavella, et al, defendants; notice of which is given by Lis Pendens recorded on October 14, 1977 under Auditor's file number 417302 and by supplemental notice of Lis Pendens recorded on June 4, 1980 under Auditor's file number 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44, Revised Code of Washington.

Attorney for plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General

NOTE: The policy/policies to be issued include as one of the General Exceptions "Water rights, claims or title to water", the action referred to herein involves such water rights and so will not appear on said policy/policies as a Special Exception.

 SET PIN & CAP
 FOUND PIN & CAP
 FENCE
 RECORD DATA
 EASEMENT

1. THIS SURVEY WAS PERFORMED USING A TOPCON
GTS-3C TOTAL STATION, THE CONTROLLING MONUMENTS
AND PROPERTY CORNERS SHOWN HEREON WERE
LOCATED, STAKED AND CHECKED FROM A CLOSED
FIELD TRAVERSE IN EXCESS OF 1:10,000 LINEAR
CLOSURE AFTER AZIMUTH ADJUSTMENT.

2. THE BEARINGS HEREON ARE RANDOMLY ASSIGNED

3. FOR SECTION CORNER DOCUMENTATION, SEE BOOK 18 OF SURVEYS, PAGES 73-74, CORNERS LAST VISITED NOVEMBER, 1992.

4. THE PURPOSE OF THIS SURVEY IS TO ALTER THE CONFIGURATION OF PARCEL S OF THAT CERTAIN SURVEY AS RECORDED IN BOOK 19 OF SURVEYS AT PAGE 11. THE PARCEL DESIGNATION HAS BEEN CHANGED FROM "PARCEL S" TO "PARCEL A" TO AVOID CONFUSION IN THE FUTURE. THIS SURVEY ALSO DELINEATES PARCELS B AND C, WHICH WERE NOT SHOWN ON THE ABOVE RECORD OF SURVEY. PARCELS B AND C WERE NOT STAKED ON THE GROUND. PARCEL B WILL BE THE FIRST PHASE OF THE PLAT OF SUNNY MEADOWS ESTATES AND WILL BE STAKED PURSUANT TO THE FINAL FILING OF THE APPROVED PLAT.

Filed for record this 6TH day of MAY,

1993, at 4:43 P.M., in Book 19 of Surveys
at page(s) 77 at the request of Cruse & Nelson

BEVERLY M. ALLENBAUGH BY S. Higginbotham
KITTITAS COUNTY AUDITOR Deputy

SURVEYOR'S CERTIFICATE

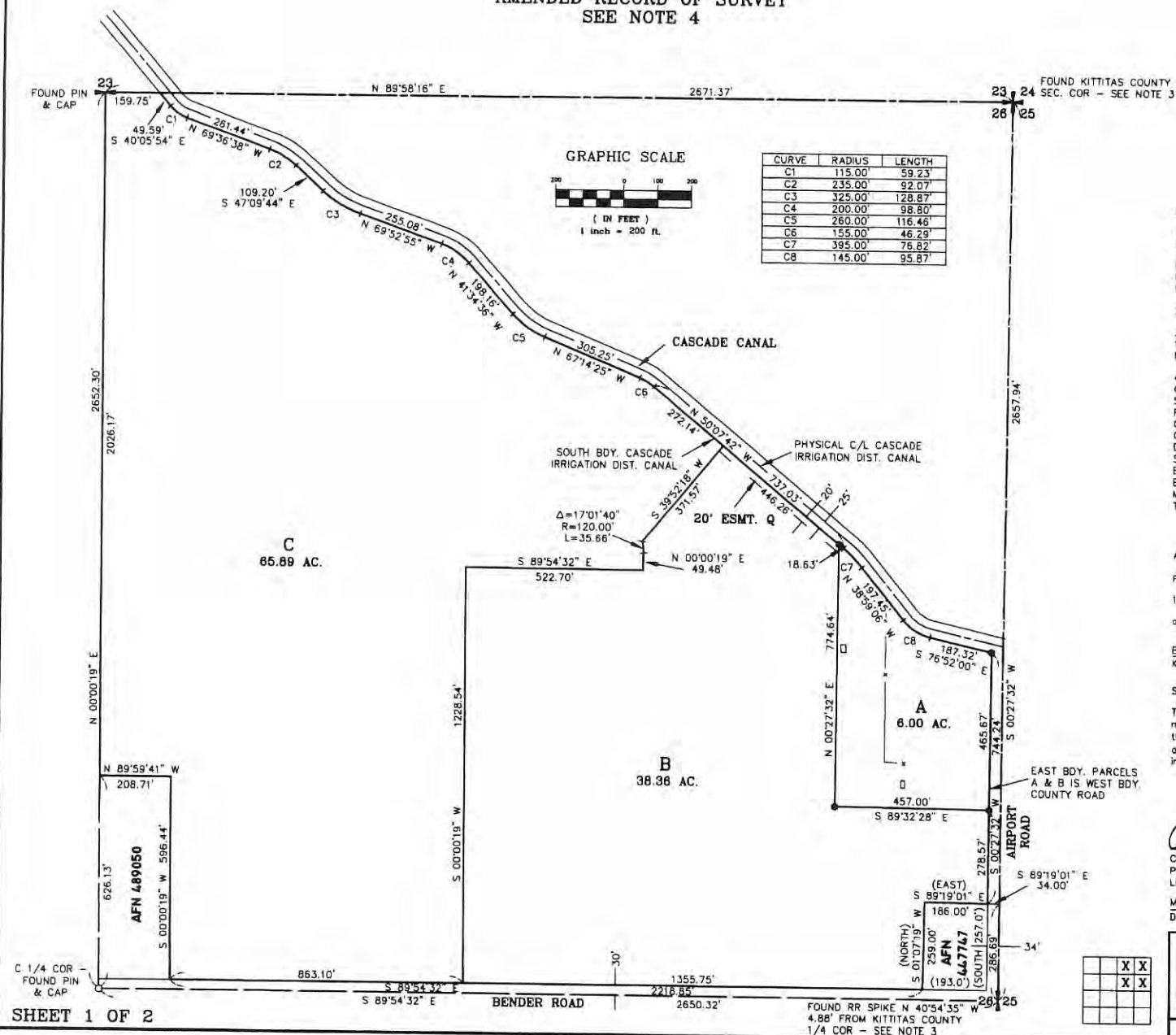
This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of W.D. STRONG in MARCH of 1993.

CHARLES A. CRUSE, JR.
Professional Land Surveyor
License No. 18078

MAY 6, 1993
DATE

EXPIRY 6-8-93

CRUSE & NELSON
PROFESSIONAL LAND SURVEYORS
217 E. Fourth St. P.O. Box 959
Ellensburg, WA 98926 (509) 924-4747
STRONG PROPERTY



PART OF THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.
AMENDED RECORD OF SURVEY
SEE NOTE 4

LEGAL DESCRIPTIONS

ORIGINAL PARCEL - PART OF AFN 265547

PARCEL A

PARCEL A OF THAT CERTAIN SURVEY AS RECORDED MAY 6, 1993 IN BOOK 19 OF SURVEYS AT PAGE(S) 72-78, UNDER AUDITOR'S FILE NO. 559266, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

PARCEL B

PARCEL B OF THAT CERTAIN SURVEY AS RECORDED MAY 6, 1993 IN BOOK 19 OF SURVEYS AT PAGE(S) 72-78, UNDER AUDITOR'S FILE NO. 559266, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

PARCEL C

PARCEL C OF THAT CERTAIN SURVEY AS RECORDED MAY 6, 1993 IN BOOK 19 OF SURVEYS AT PAGE(S) 72-78, UNDER AUDITOR'S FILE NO. 559266, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

EASEMENT D

EASEMENT D AS DELINEATED ON THAT CERTAIN SURVEY AS RECORDED MAY 6, 1993 IN BOOK 19 OF SURVEYS AT PAGE(S) 72-78, UNDER AUDITOR'S FILE NO. 559266, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING ACROSS A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., KITTITAS COUNTY, WASHINGTON; AFFECTING PARCEL B OF SAID SURVEY.

AUDITOR'S CERTIFICATE

Filed for record this 6TH day of MAY,

1993, at 4:48 P.M., in Book 19 of Surveysat page(s) 78 at the request of Cruse & Nelson.

BEVERLY M. ALLENBAUGH BY: S. Nigginabotham
KITTITAS COUNTY AUDITOR Deputy



EXPIRES 6-8-93

CRUSE & NELSON
PROFESSIONAL LAND SURVEYORS
217 E. Fourth St. P.O. Box 959
Ellensburg, WA 98926 (509) 924-4747
STRONG PROPERTY

N 1/4 COR. SEC. 28,
T.18N., R.18E., W.M.
FIND REBAR W/ CAP

CURVE DATA

NO.	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	90°05'45"	30.00	30.00	47.17	42.48	S 44°58'28" E
C2	89°54'15"	30.00	28.95	47.07	42.39	S 45°01'32" W
C3	90°10'05"	20.00	20.00	31.48	28.33	S 44°58'03" E
C4	89°49'05"	20.00	19.94	31.35	28.24	S 45°00'57" E
C5	89°59'05"	20.00	19.94	31.35	28.24	S 44°58'03" E
C6	90°05'10"	30.00	30.00	47.17	42.48	N 45°01'32" E

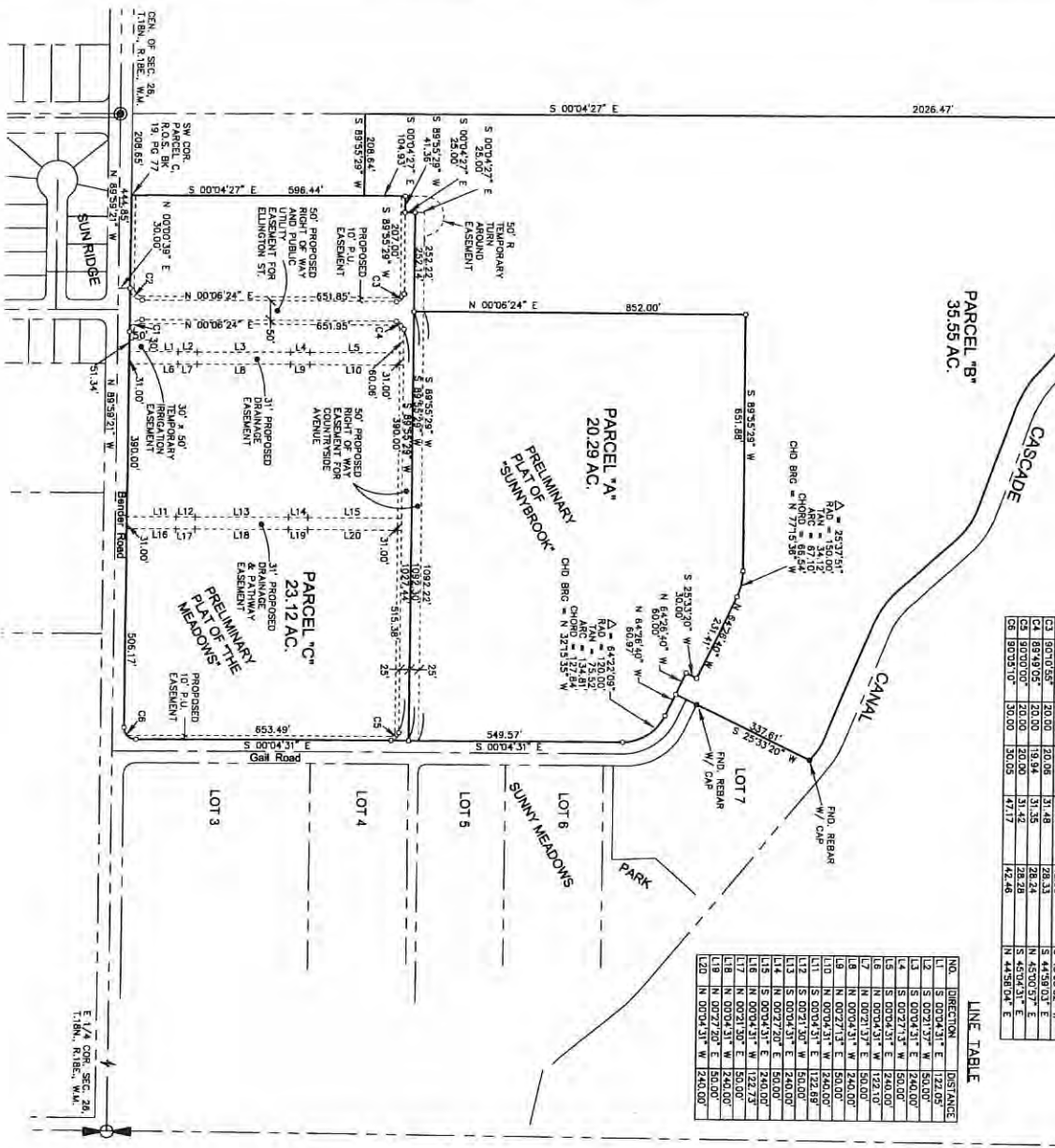
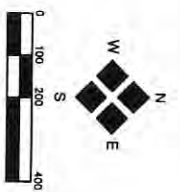
PARCEL "B"
35.55 AC.

PARCEL "A"
20.29 AC.

PARCEL "C"
23.12 AC.

LINE TABLE

NO.	DIRECTION	DISTANCE
L1	S 00°04'31" E	122.05'
L2	S 00°21'37" E	50.00'
L3	S 00°04'31" E	240.00'
L4	S 00°04'31" E	50.00'
L5	S 00°04'31" E	50.00'
L6	S 00°04'31" E	122.10'
L7	N 00°21'37" E	50.00'
L8	N 00°04'31" E	240.00'
L9	N 00°21'37" E	50.00'
L10	N 00°04'31" E	240.00'
L11	S 00°04'31" E	122.10'
L12	S 00°21'37" E	50.00'
L13	S 00°04'31" E	240.00'
L14	S 00°21'37" E	50.00'
L15	S 00°04'31" E	240.00'
L16	S 00°04'31" E	50.00'
L17	N 00°21'37" E	50.00'
L18	N 00°04'31" E	240.00'
L19	N 00°21'37" E	50.00'
L20	N 00°04'31" E	240.00'



LEGAL DESCRIPTION
SEE SHEET 2.

NOTES

1. ○ DENOTES 5/8" REBAR WITH CAP NUMBER 20132 SET.
2. ● DENOTES PROPERTY FOUND AS NOTED.
3. ● DENOTES MONUMENT AS NOTED.
4. THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 28, T.18 N., R.18 E., W.M. IS ASSUMED TO HAVE A BEARING OF N 89°32'31" W.
5. SURVEY PERFORMED WITH A LEICA TCR 1103 3" ELECTRONIC TOTAL STATION, ELECTRONIC DISTANCE MEASURING UNIT, AND CALIBRATED CHAIN USING FIELD TRAVERSE PROCEDURES.
6. MONUMENTS SHOWN HEREON AS FOUND WERE NOTED IN DECEMBER, 2005.
7. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS CONTAINED IN WAC 332-130-090.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS THE SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF S.R. DEVELOPMENT IN MARCH, 2006.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 28th DAY OF March, 2006 AT 2:07 PM. UNDER AUDITOR'S FILE NUMBER 2006-03330038. RECORDS OF KITTITAS COUNTY, WASHINGTON, AT THE REQUEST OF HULBREGTSE, LOUMAN ASSOC., INC. BOOK 38, PAGE 87 OF 87 SURVEYS



Hulbregtse, Louman Associates, Inc.
CIVIL ENGINEERING • LAND SURVEYING • PLANNING
801 North 39th Avenue • Yakima, WA 98902
(509) 966-7000 • FAX (509) 965-3800

Record of Survey
for, S.R. DEVELOPEMENT, LLC

CITY OF ELLENSBURG, KITTITAS COUNTY, WASHINGTON

JOB NO. 03073A

FILE NAME: P:\03073A\03073A.dwg

DRAWN BY: KDY

CHECKED BY: ETH

DATE: 02-20-06

SHEET 1 OF 2

NOTES:

THE PURPOSE OF THIS SURVEY IS TO IDENTIFY EASEMENT TO BE CREATED ACROSS THE PRELIMINARY PLAT OF THE MEADOWS AS APPROVED BY THE CITY OF ELLENSBURG FOR THE BENEFIT OF THE PRELIMINARY PLAT OF SUNNY BROOK AS APPROVED BY THE CITY OF ELLENSBURG.

SEE THAT SURVEY RECORDED IN BOOK 19 OF SURVEYS, PAGE 77 FOR SECTION SUBDIVISION INFORMATION.

P.U. DENOTES PUBLIC UTILITY EASEMENT

THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD.

PARCEL "A"

THAT PORTION OF PARCELS "B" AND "C" OF THAT SURVEY RECORDED MAY 5, 1993 IN BOOK 19 OF SURVEYS, PAGE 77 THROUGH 78 UNDER AUDITOR'S FILE NUMBER 559266 BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL "C" OF SAID SURVEY;
THENCE NORTH 00°04'31" WEST ALONG THE WEST LINE THEREOF AND ITS NORTHERLY EXTENSION 701.46 FEET;
THENCE NORTH 89°55'29" EAST 41.36 FEET;
THENCE NORTH 00°04'27" WEST 25.00 FEET;
THENCE NORTH 89°55'29" EAST 252.14 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°55'29" EAST 1092.30 FEET TO THE WEST RIGHT OF WAY LINE OF GAIL ROAD AS SHOWN ON THE PLAT OF SUNNY MEADOWS ESTATES DIVISION 1, AS RECORDED IN VOLUME B OF PLAT, PAGE 76-77, RECORDS OF KITTITAS COUNTY, WASHINGTON.

THENCE NORTH 00°04'31" WEST ALONG SAID RIGHT OF WAY LINE 549.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 120.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE CONSUMING A CENTRAL ANGLE OF 64°22'09" AN ARC LENGTH OF 134.81 FEET;

THENCE NORTH 64°26'40" WEST ALONG SAID RIGHT OF WAY AND ITS NORTHWESTERLY EXTENSION 120.97 FEET;
THENCE NORTH 25°33'20" EAST 30.00 FEET;

THENCE NORTH 64°26'40" WEST 231.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 150.00 FEET;

THENCE WESTERLY ALONG SAID CURVE CONSUMING A CENTRAL ANGLE OF 25°37'51" AN ARC LENGTH OF 67.10 FEET; THENCE SOUTH 89°55'29" WEST 651.88 FEET TO THE INTERSECTION WITH A LINE BEARING NORTH 00°06'24" EAST FROM THE POINT OF BEGINNING;

THENCE SOUTH 00°06'24" WEST 852.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN KITTITAS COUNTY, WASHINGTON

PARCEL "B"

THAT PORTION OF PARCELS "B" AND "C" OF THAT SURVEY RECORDED MAY 5, 1993 IN BOOK 19 OF SURVEYS, PAGE 77 THROUGH 78 UNDER AUDITOR'S FILE NUMBER 559266 BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL "C" OF SAID SURVEY;

THENCE NORTH 00°04'31" WEST ALONG THE WEST LINE THEREOF AND ITS NORTHERLY EXTENSION 701.46 FEET;

THENCE NORTH 89°55'29" EAST 41.36 FEET;
THENCE NORTH 00°04'27" WEST 25.00 FEET;

THENCE NORTH 89°55'29" EAST 252.14 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00°06'24" EAST 852.00 FEET;

THENCE NORTH 89°55'29" EAST 651.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 150.00 FEET;

THENCE EASTERLY ALONG SAID CURVE CONSUMING A CENTRAL ANGLE OF 25°37'51" AN ARC LENGTH OF 67.10 FEET;
THENCE SOUTH 64°26'40" EAST 231.41 FEET;

THENCE SOUTH 25°33'20" WEST 30.00 FEET;
THENCE SOUTH 64°26'40" EAST 60.00 FEET TO THE INTERSECTION WITH

THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT 7, PLAT OF SUNNY MEADOWS ESTATES DIVISION 1, AS RECORDED IN VOLUME B OF PLAT, PAGE 76-77, RECORDS OF KITTITAS COUNTY, WASHINGTON.

SAID LINE BEARING SOUTH 25°33'20" WEST;

THENCE NORTH 25°33'20" EAST 337.61 FEET TO THE NORTH LINE OF SAID PARCEL "B" OF SAID SURVEY;

THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID PARCEL "B" AND "C" OF SAID SURVEY TO THE NORTHWEST CORNER OF SAID PARCEL "C" OF SAID SURVEY;

THENCE SOUTH 00°04'27" EAST ALONG THE WEST LINE OF SAID PARCEL "C" OF SAID SURVEY 2026.47 FEET TO AN ANGLE POINT IN THE WEST LINE OF SAID PARCEL "C";

THENCE NORTH 89°55'29" EAST 208.64 FEET;
THENCE NORTH 00°04'31" WEST 104.93 FEET;

THENCE NORTH 00°04'27" WEST 25.00 FEET TO THE INTERSECTION WITH A LINE BEARING SOUTH 89°55'29" WEST FROM THE POINT OF BEGINNING;

THENCE NORTH 89°55'29" EAST 252.14 FEET TO THE POINT OF BEGINNING;

SITUATE IN KITTITAS COUNTY, WASHINGTON

PARCEL "C"

THAT PORTION OF PARCELS "B" AND "C" OF THAT SURVEY RECORDED MAY 5, 1993 IN BOOK 19 OF SURVEYS, PAGE 77 THROUGH 78 UNDER AUDITOR'S FILE NUMBER 559266 BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "C" OF SAID SURVEY;

THENCE NORTH 00°04'31" WEST ALONG THE WEST LINE THEREOF AND ITS NORTHERLY EXTENSION 701.46 FEET;

THENCE NORTH 89°55'29" EAST 41.36 FEET;
THENCE NORTH 00°04'27" WEST 25.00 FEET;

THENCE NORTH 89°55'29" EAST 1344.43 FEET TO THE WEST RIGHT OF WAY LINE OF GAIL ROAD AS SHOWN ON THE PLAT OF SUNNY MEADOWS ESTATES DIVISION 1, AS RECORDED IN VOLUME B OF PLAT, PAGE 76-77, RECORDS OF KITTITAS COUNTY, WASHINGTON.

THENCE SOUTH 00°04'31" EAST ALONG SAID RIGHT OF WAY LINE 698.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE

NORTHWEST, SAID CURVE HAVING A RADIUS OF 30.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE CONSUMING A CENTRAL ANGLE OF 90°05'10" AN ARC LENGTH OF 47.17 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF BENDER ROAD;

THENCE NORTH 89°55'21" WEST ALONG SAID RIGHT OF WAY LINE 1355.75 FEET TO THE POINT OF BEGINNING.

SITUATE IN KITTITAS COUNTY, WASHINGTON.



Hulbregtse, Loman Associates, Inc.
CIVIL ENGINEERING • LAND SURVEYING • PLANNING
801 North 39th Avenue • Yakima, WA 98902
(509) 965-7000 • FAX: (509) 965-3900



Record of Survey
for, **S.R. DVELOPEMENT, LLC**
CITY OF ELLENSBURG, KITTITAS COUNTY, WASHINGTON

JOB NO.	03073A	
FILE NAME:	P:\Projects\2003\03073a\88203073a-4a.dwg	
DRAWN BY:	KDY	
DATE:	03-13-06	
CHECKED BY:	ETH	
DATE:	03-23-06	
<table border="1"> <tr> <td>26</td> </tr> </table>		26
26		
T 18 N, R 18 EWM		
SHEET	2 OF 2	

In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Signed and delivered in the presence of
G. H. Stewart, J. E. Frost, Cyrus E. Stevens, Katie E. Stevens.
(State of Washington,) ss.
(County of Kittitas.)

I, J. E. Frost a notary public in and for the State of Washington, do hereby certify that on this 17th day of November A. D. 1903, personally appeared before me Cyrus K. Sterens, and Katie E. Sterens his wife, to me known to be his person described in and who executed the within instrument, and acknowledged that he signed the same, as free act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal the day and year in this certificate first above written.

(BRI)

Filed for record December 17, 1904, at 1.52 P. M. Request of Ralph Kaufman.

H. M. Baldwin, County Auditor.

N. Hollinger, et al
To
Cascade Canal Company.

Recording No. 12027.

Quit Main Doc. ...

This Indenture, Made this 29th day of September 1904, Between Nicholas Rollinger and Leda Rollinger his wife of Kittitas County, Washington, the parties of the first part, and the Cascade Canal Company, a corporation of the State of Washington, the party of the second part: Witnesseth, that the said parties of the first part, for and in consideration of the sum of One Dollar, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release and forever quit-claim unto the said party of the second part, and to its successors and assigns, all the real property situate in the County of Kittitas and State of Washington, bounded and particularly described as follows; to-wit: a strip of land fifty feet in width through and across the Southeast quarter of Section Twenty three and North half of North east quarter of Section Twenty six Township Eighteen North Range Eighteen East of the Willamette Meridian. the same extending twenty-five feet on either side of the center line of the canal, flumes and tunnels of second party hereto, as located by its engineers and constructed on the above described tract, together with right of ingress to and egress

from the lands herein deeded upon and across said S. E. 1/4 of Sec. 25 and N. 1/2 of X. X 1/4 of Sec. 26. Tp 15, N. R. 18, E. Y. M. for the purpose of constructing, operating and maintaining the said canal and irrigating works together with all and singular the tenements, hereditaments and appurtenances therunto belonging. To have and to hold, all and singular, the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever. IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands this day and year first above written.

Signed and delivered in the presence of Nicholas Rollinger.
S. G. Boedcher, Lena Rollinger.

State of Washington,
County of Kittitas.

I, S. G. Boedcher a notary public in and for the State of Washington, do hereby certify that on this 29th day of September A. D. 1904 personally appeared before me Nicholas Rollinger and Lena Rollinger his wife to be known to be the persons described in and who executed the within instrument, and acknowledged that they signed the same as their free act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this day and year in this certificate first above written.

(SEAL)

S. G. Boedcher,
Notary Public in and for the State of Washington, residing at Ellensburg, Wash.

Filed for record December 17, 1904, at 1:53 P. M. Request of Ralph Kuffman.

H. K. Baldwin

County Auditor.

Mrs. Salome F. Huhn

Recording No. 12025

Cascade Canal Company

This Indenture, Made this 14th day of October 1903 Between Salome F. Huhn, of Kittitas County, Washington, the party of the first part, and the Cascade Canal Company, a corporation of the State of Washington, the party of the second part: Witnesseth, that the said party of the first part, for and in consideration of the sum of One hundred and fifty (\$150.00) Dollars, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quit-claim unto the said party of the second part, and to its successors and assigns all the real property situate in the County of Kittitas and State of Washington, bounded and particularly described as follows, to-wit: a strip of land fifty feet wide through and across the North half of Northwest quarter, the South west quarter of Northwest quarter

N. W. Gehlen, et ux.

Recording No. 12044.

To
Cascade Canal Company,

Quit Claim Deed.

This Indenture, Made this 23rd day of July 1904, Between N. W. Gehlen and Mary P. Gehlen his wife the parties of the first part, and the Cascade Canal Company, a corporation of the State of Washington, the party of the second part; Witnesseth, that the said parties of the first part, for and in consideration of the sum of One Dollar, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, do by these presents release, release and forever quit-claim unto the said party of the second part, and to its successors and assigns, all the real property situate in the County of Kittitas and State of Washington, bounded and particularly described as follows, to-wit: a strip of land fifty feet in width through and across the South half of North East Quarter (S. 1/2 N. E. 1/4) of Section twenty ~~in~~ in Township Eighteen North of Range Eighteen East Willamette Meridian, the same extending twenty five feet on either side of the center line of the canal, ditches and tunnels of second party hereto, as located by its engineers and constructed on the above described tract, together with right of ingress to and egress from the lands herein deeded upon and across said S. 1/2 N. E. 1/4 Sec 26, Twp 18 N. of R 18 E. W. M. for the purpose of constructing, operating and maintaining the said canal and irrigating works. Together with all and singular the tenements, hereditaments and appurtenances therunto belonging. To have and to hold, all and singular, the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever. In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Signed and delivered in

N. W. Gehlen.

the presence of
J. E. Frost

Mary P. Gehlen.

State of Washington,) ss.
County of Kittitas.)

I, J. E. Frost a notary public in and for the State of Washington, do hereby certify that on this 29th day of August A. D. 1904, personally appeared before me N. W. Gehlen and Mary P. Gehlen his wife to me known to be the persons described in and who executed the within instrument, and acknowledged that they signed the same as their free act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal the day and year in this certificate first above written.

(SEAL)

J. E. Frost.
Notary Public in and for the State of
Washington, residing at Ellensburg.Filed for record December 17th 1904, at 2.10 P. M. Request of Ralph Keuffman.

A. X. Baldwin.

County Auditor.

FILED FOR RECORD AT REQUEST OF 571580

PUGET POWER
REAL ESTATE DEPARTMENT ATTN: TAMI BOOTH
P.O. BOX 304
SEATTLE, WASHINGTON 98108-0734

ORIGINAL

**PUGET
POWER**

EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, JACK C. HALE and PEGGY C. HALE, husband and wife ("Grantor" herein), grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth, a perpetual easement under, across and over the following described real property (the "Property" herein) Kittitas County, Washington.

That portion of Parcels B and C of that certain survey recorded May 6, 1993, in Book 19 of Surveys, pages 77 through 78, under Auditor's File No. 559266;

Being a portion of the Northeast quarter of Section 26, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, lying Easterly of the following described line:

Beginning at the Northwest corner of Parcel A of said Survey;

THENCE North 50°07'42" West, along the Southerly right-of-way margin for Cascade Irrigation District Canal, 694.47 feet to the TRUE POINT OF BEGINNING of said described line;

THENCE South 25°38'10" West 382.51 feet;

THENCE South 64°21'50" East 60.97 feet to the point of curvature for a 120.00 foot radius curve to the right;

THENCE along said curve through a central angle of 64°22'09", an arc distance of 134.81 feet;

THENCE South 00°00'19" West 1247.97 feet to the point of curvature for a 30.00 foot radius curve to the right;

THENCE along said curve, through a central angle of 90°05'09", an arc distance of 47.17 feet to the South line of said Parcel B and the terminus of the line being described.

ALSO KNOWN AS Sunny Meadows Estates Division 1.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:

A Right-of-Way _____ feet in width having _____ feet of such width on each side of a centerline described as follows:

Easement No. 1:

All street and road Rights-of-Way as now or hereafter designed, platted, and/or constructed within the above described Property. (When said streets and roads are dedicated to the public, this clause shall become null and void.)

Easement No. 2:

A strip of land ten (10) feet in width, located within said Property lying parallel with and adjoining all public and private street and road Rights-of-Way.

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the Right-of-Way together with all necessary or convenient appurtenances therefore, which may include but are not limited to the following: underground conduits, cables, communication lines, vaults, manholes, switches, and transformers; and semi-buried or ground mounted facilities. Following the initial construction of its facilities, Grantee may from time to time construct such additional facilities as it may require.

2. **Access.** Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.

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1818-101 & 104

Vol. 355 p. 838

3. **Obstructions; Landscaping.** Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was in immediately prior to such work. Following the installation of Grantee's underground facilities, Grantee may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.

4. **Grantor's Use of Right-of-Way.** Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted provided that Grantor shall not construct or maintain any building or other structure on the Right-of-Way, which would interfere with the exercise of the rights herein granted. That no digging, burning or other form of construction activity shall be done on the Property, which would disturb the composition or strength of Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities, and that no blasting shall be done within 15 feet of the Right-of-Way.

5. **Indemnity.** By accepting and recording this assignment, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person, which may be caused by the Grantee's exercise of the rights herein granted, provided that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts of omissions of Grantor.

6. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of one (1) successive years, in which event the assignment shall terminate and all rights hereunder shall revert to Grantor, provided that no abandonment shall be deemed to have occurred by reason of Grantee's failure to install and/or as facilities on the Right-of-Way within any period of time from the date hereof.

7. **Successors and Assigns.** The rights and obligations of the parties shall survive to the benefit of and be binding upon their respective successors and assigns.

DATED the 26th day of MAY 1974

GRANTOR

By JACK C. HALE

By PEGGY C. HALE

STATE OF WASHINGTON)

COUNTY OF) SS

On this 26th day of MAY 1974 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JACK C. HALE and PEGGY C. HALE, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public in and for the State of Washington.

Residing at 1111 1st Ave. S.W.

My appointment expires March 1, 1975

STATE OF WASHINGTON)

COUNTY OF) SS

On this 26th day of MAY 1974 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JACK C. HALE and PEGGY C. HALE, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public in and for the State of Washington.

Residing at _____

My appointment expires _____

REVIEWED BY: A. Fogle
DEPUTY, KITTITAS COUNTY TREASURER
DATE: 1-11-12
STANDS BEFORE ME, Jessica Hys
REPRESENTING Lathrop
STATING THAT NO CONSIDERATION
IS BEING PAID.

After recording return to:

F. STEVEN LATHROP
Lathrop, Winbauer, Harrel & Slothower L.L.P.
PO Box 1088
Ellensburg, WA 98926

01/11/2012 03:53:54 PM
\$65.00
Easement LATHROP
Kittitas County Auditor

201201110025
Page 1 of 4



Document Title: Temporary Easement
Grantor: Lascor, LLC, a Washington limited liability company, and Rascor, LLC, a Washington limited liability company
Grantee: City of Ellensburg, a municipal corporation; Cascade View Inc., a Washington corporation
Legal Description: Parcel B Survey, Book 32, page 87
Section 26, Township 18 N, Range 18 E, W.M.; ptn NE Quarter
Assessor's Tax Parcel No.: 18-18-26010-0013 (11489)
Real Estate Excise Tax: Does not apply - no consideration as defined WAC 458-61A-102(2)

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT (hereinafter referred to as the "Easement") is made as of the 17th day of November, 2011, by Lascor, LLC, a Washington limited liability company, and Rascor, LLC, a Washington limited liability company (hereinafter referred to as the "Grantor"), the City of Ellensburg, a municipal corporation (hereinafter referred to as the "City") and Cascade View Inc., a Washington corporation (hereinafter referred to as "Cascade").

WHEREAS, the Grantor owns fee title to the real property located in Kittitas County, Washington and legally described as follows:

Parcel B of that certain Survey as recorded March 23, 2006, in Book 32 of Surveys, pages 87 and 88, under Auditor's File No. 200603230038, records of Kittitas County, Washington; being a portion of the Northeast Quarter of Section 26, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

(hereinafter "Parcel B"); and

WHEREAS, the Cascade owns fee title to the real property located in Kittitas County, Washington and legally described as follows:

Tracts A and B, PLAT OF THE MEADOWS - PHASE 1 in the County of Kittitas, State of

Page 1 of 4

Lathrop, Winbauer, Harrel, Slothower & Denison, L.L.P.
Attorneys at Law
201 West Seventh Avenue
Post Office Box 1088
Ellensburg Washington 98926
Telephone 509-925-6916
Fax 509-962-8093

Washington, as per plat thereof recorded in Book 10 of Plats, pages 245 and 246, records of said County.

(hereinafter "Phase 2"); and

WHEREAS, the City granted preliminary plat approval for the Plat of the Meadows (P05-11) September 19, 2005 ("The Meadows"), of which Phase 2 is a part, based upon application and plans filed by Sun Mission LLC (the "Approval"); and

WHEREAS, upon completion of the platting of Phase 2 pursuant to the Approval, Country Side Avenue will be extended westerly of Gail Road ("Country Side"); and

WHEREAS, for the final plat approval of Phase 2, the City has required the construction of certain utilities and roadway improvements within a portion of Country Side which is within Parcel B, and also the construction of a temporary storm water basin within Parcel B; and

WHEREAS, pending the development of Parcel B and the further extension of Country Side thereon, the City requires and the Grantor desires the creation and establishment of an easement for such improvements.

NOW, THEREFORE, in consideration of the benefits contained and derived hereunder, the Grantor, for and on behalf of itself and its respective successors in interest and assigns, does hereby grant, declare, convey and establish the following:

1. Road Easement.

1.1. Description. A non-exclusive easement in favor of the City and Cascade over, under and across the following described portion of Grantor's Property:

An area which is bounded by the following described line:

Beginning at the northwest corner of Tract A, PLAT OF THE MEADOWS - PHASE 1, as per plat thereof recorded in Book 10 of Plats, pages 245 and 246, records of Kittitas County, Washington, which is the true point of beginning for said described line; thence N 00°04'31" W, along the west boundary projected of said Tract A, 50.00 feet to the point of curvature for a 50.00 foot radius curve to the right; thence along said curve through a central angle of 163°23'54", arc length of 142.59 feet to the point of reverse curvature for a 20.00 foot radius curve to the left; thence along said curve through a central angle of 73°23'54", arc length of 25.62 feet; thence S 00°04'31" E, 25.00 feet to a point on the north boundary of said Tract A (hereinafter referred to as "Line Segment X"); thence along said north boundary the following three courses: S 89°55'29" W, 75.72 feet; S 00°04'31" E, 25.00 feet; and S 89°55'29" W, 41.36 feet to the true point of beginning for said described line

TOGETHER WITH that portion of the South twenty-five feet (25') of Parcel B of that certain Survey as recorded March 23, 2006, in Book 32 of Surveys, pages 87 and 88, under Auditor's File No. 200603230038, records of Kittitas County, Washington, which lies easterly of Line Segment X and westerly of Parcel A of said Survey; being a portion of the Northeast Quarter of Section 26, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

1.2. Use. The Road Easement shall exist for the benefit of the public for road purposes and for the construction, maintenance, operation, repair, replacement and/or enlargement of underground pipes, conduits, cables and wires, together with all reasonably necessary or convenient underground or ground-mounted appurtenances thereto for the purpose of serving the Meadows and such other property as the City shall approve with utilities (including without limitation, water, sanitary sewer, drainage, power, cable, fiber optic, gas, and telecommunications facilities), together with the maintenance thereof.

2. Storm Water Basin Easement.

2.1. A non-exclusive easement in favor of the City and Cascade over, under and across the following described portion of Grantor's Property:

An area which is bounded by the following described line:

Beginning at the northwest corner of Tract A, PLAT OF THE MEADOWS - PHASE 1, as per plat thereof recorded in Book 10 of Plats, pages 245 and 246, records of Kittitas County, Washington, which is the true point of beginning for said described line; thence N 00°04'31" W, along the west boundary projected of said Tract A, 50.00 feet; thence S 89°55'29" W, 33.00 feet; thence S 00°04'31" E, 50.00 feet; thence N 89°55'29" E, 33.00 feet to the true point of beginning of said described line.

2.2. **Use.** The Storm Water Basin Easement shall exist for the benefit of the public for the construction, maintenance, operation, repair, replacement and/or enlargement of a storm water basin for the purpose of collecting storm water runoff from the Road Easement, if any.

3. Termination. The Road Easement and the Storm Water Basin Easement shall terminate upon the dedication of an extension of Country Side over and across Parcel B.

4. Maintenance of Storm Water Basin. During the term of the Storm Water Basin Easement, regular maintenance within the Storm Water Basin Easement shall, absent the assumption of such maintenance by the City of Ellensburg, be the responsibility of the owners of the Lots within The Meadows (the "Meadows Lot Owners"), either by way of an association of owners thereof or on an equal pro-rata basis of all such owners.

5. Indemnification. Grantor, the City, and Cascade agree to indemnify, protect and hold each other harmless from and against any and all claims, causes of action, or other assertion of liability, including attorney fees and costs, arising out of any of their respective negligence, intentional acts or omissions.

6. Eminent Domain. If the easements or any part thereof, are taken by any governmental agency in the exercise of its power of eminent domain, the award granted under such proceedings, or any settlement in lieu thereof, for the taking of such property shall be payable to the fee owner of the portion of the easement area which is taken. If all or any part of the easement areas are taken, this Easement shall terminate with respect to the portion so taken and the obligations hereunder of the then owners of the easement areas shall automatically cease and terminate when possession is transferred to the condemning agency with respect to any portion of the easement areas so condemned; provided, however, that nothing herein prevents the owner(s) of the property benefited by the easements from seeking compensation from the condemning agency, only, for loss of the easement.

7. Legal Expenses. If a party is required to bring or maintain any action (including assertion of any counterclaim or cross-claim, or claim in any proceedings in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others, or otherwise refers this Easement to an attorney for the enforcement of any of the terms and conditions of this Easement, the prevailing party in such action shall, in addition to all other payments required, receive from the other all the costs incurred by the prevailing party, including reasonable attorney fees and such costs and reasonable attorney fees which the prevailing party may incur on any appeal.

8. Binding Effect. This Easement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the day and year first above written.

Lascor, LLC, a Washington limited liability company

By: LOUIS A. SECOR

Its: MEMBER-MANAGER

Rascor, LLC, a Washington limited liability company

By: RICHARD A SECOR

Its: MEMBER-MANAGER

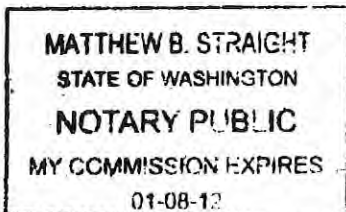
STATE OF WASHINGTON)

County of KING)

) ss.

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Louis A. Secor to me known to be the Manager of **Lascor, LLC, a Washington limited liability company**, the company that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 30 day of November, 2011.



Matthew B. Straight
Printed Name: Matthew B. Straight
Notary Public in and for the State of Washington
My commission expires: JAN 8, 2012

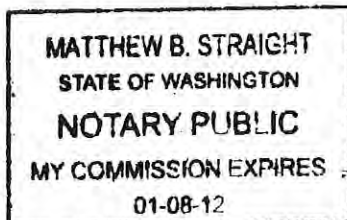
STATE OF WASHINGTON)

County of KING)

) ss.

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard A. Secor to me known to be the Manager of **Rascor, LLC, a Washington limited liability company**, the company that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 30 day of November, 2011.



Matthew B. Straight
Printed Name: Matthew B. Straight
Notary Public in and for the State of Washington
My commission expires: JAN 8, 2012

07/25/2012 11:13:42 AM

201207250005

\$66.00
Easement LLATHROP
Kittitas County Auditor

Page 1 of 5



After recording return to:

F. STEVEN LATHROP
Lathrop, Winbauer, Harrel & Slothower L.L.P.
PO Box 1088
Ellensburg, WA 98926

REVIEWED BY: *A. J. Jule*
DEPUTY, KITTITAS COUNTY TREASURER
DATE: *7-25-12*
STANDS BEFORE ME, *Sammata Calahan*
REPRESENTING *Lathrop*
STATING THAT NO CONSIDERATION
IS BEING PAID.

Document Title: Easement
Grantor: Lascor, LLC, a Washington limited liability company, and Rascor, LLC, a Washington limited liability company
Grantee: Cascade Irrigation District
Legal Description: Parcel B Survey, Book 32, page 87
Section 26, Township 18 N, Range 18 E, W.M.; ptn NE Quarter
Assessor's Tax Parcel No.: 18-18-26010-0013 (11489)
Real Estate Excise Tax: Does not apply - no consideration as defined WAC 458-61A-102(2)

EASEMENT

THIS EASEMENT is made as of the 23rd day of April, 2012, by Lascor, LLC, a Washington limited liability company, and Rascor, LLC, a Washington limited liability company (hereinafter referred to as the "Grantor") and the Cascade Irrigation District (hereinafter referred to as the "CID").

WHEREAS, the Grantor owns fee title to the real property located in Kittitas County, Washington and legally described as follows:

Parcel B of that certain Survey as recorded March 23, 2006, in Book 32 of Surveys, pages 87 and 88, under Auditor's File No. 200603230038, records of Kittitas County, Washington; being a portion of the Northeast Quarter of Section 26, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

(hereinafter the "Property"); and

WHEREAS, the CID is an irrigation district organized and existing under RCW 87.03, which delivers irrigation water to assessed lands within its service area in Kittitas County;

WHEREAS, the CID, having received a petition to form a local improvement district to construct, reconstruct, acquire, improve, operate and maintain irrigation facilities to deliver irrigation water from the CID canal to certain properties within the Northeast Quarter of Section 26, Township 18 North, Range 18 East, W.M., Kittitas County,

Page 1 of 4

Lathrop, Winbauer, Harrel, Slothower & Denison, L.L.P.
Attorneys at Law
201 West Seventh Avenue
Post Office Box 1088
Ellensburg Washington 98926
Telephone 509-925-6916
Fax 509-962-8093

Washington (the "Bender Road LID"), will, upon creation thereof, require easement rights over and across portions of the Property.

NOW, THEREFORE, in consideration of the benefits derived through the formation of the Bender Road LID, the parties do hereby agree as follows:

1. Easements. Grantor, for and on behalf of itself and its respective successors in interest and assigns, does hereby grant, declare, convey and establish the following easements in favor of the CID for the benefit of the properties serviced by the Bender Road LID, subject to the provisions contained herein:

1.1. Pump House Easement. A non-exclusive easement over, under and across the that portion of Parcel B of that certain Survey as recorded March 23, 2006, in Book 32 of Surveys, pages 87 and 88, under Auditor's File No. 200603230038, records of Kittitas County, Washington, described as follows (the "Easement Area"):

A strip of land abutting a portion of the northeasterly boundary of said Parcel B as generally depicted on Exhibit A attached hereto and incorporated herein by reference; being 30 feet in width, lying 15 feet each side of a line which begins at the point of intersection of said northeasterly boundary with the center of an existing underground irrigation pipe extending southwesterly from the CID headgate, said intersection being approximately 270 feet northwesterly of the easterly most corner of said Parcel B, and runs thence southwesterly perpendicular to said northeasterly boundary, for a distance of 40 feet and the end of said line.

1.2. Pipeline Easement. A non-exclusive easement over, under and across that portion of said Parcel B described as follows (also included within the definition of the "Easement Area"):

A strip of land 20 feet in width, adjacent to and westerly of portions of the northeasterly and easterly boundaries of said Parcel B as generally depicted on Exhibit A attached hereto and incorporated herein by reference.

2. Use.

2.1. The Pump House Easement shall be for the construction, maintenance, operation, repair, replacement and/or enlargement of pumps, related equipment, and pump house, together with such pipes, conduits, cables and/or wires, and all reasonably necessary or convenient appurtenances thereto for the purpose of fulfilling the purpose of the Bender Road LID.

2.2. The Pipeline Easement shall be for the construction, maintenance, operation, repair, replacement and/or enlargement of underground pipes and utilities, together with all reasonably necessary or convenient underground or ground-mounted appurtenances thereto for the purpose of fulfilling the purpose of the Bender Road LID.

2.3. Except as may be reasonably necessary to connect the pumping facilities to the CID canal, no portion of the pump house structure or pipelines running from said pump house shall be located within the 10 feet of the Easement Areas which are immediately adjacent to said northeasterly and southeasterly boundaries of said Parcel B.

3. Maintenance. Maintenance and operation of the CID's improvements shall be performed by CID. Upon completion of any work relative to the rights granted herein, all disturbance to the surface or other improvements within the Pipeline Easement shall be restored by CID or CID's agent performing the work to as good or better condition as existing immediately prior to such work.

4. Grantor's Reserved Rights. Grantor expressly reserves all rights in and to the Easement Areas and the Property not specifically granted herein, including, but not limited to, the right to use the Easement Areas for any purpose and the right to grant any other easement, license or right-of-way on, over, under or across the Easement Areas so long as such uses and rights are not inconsistent with the easement rights granted herein.

5. **Effective Date.** This document shall be effective upon approval of the Bender Road LID by the Board of Directors of the CID, at which time it shall be recorded with the Kittitas County Auditor.

6. **Indemnification.** Grantor and the CID agree to indemnify, protect and hold each other harmless from and against any and all claims, causes of action, or other assertion of liability, including attorney fees and costs, arising out of any of their respective negligence, intentional acts or omissions.

7. **Eminent Domain.** If the easement areas, or any part thereof, are taken by any governmental agency in the exercise of its power of eminent domain, the award granted under such proceedings, or any settlement in lieu thereof, for the taking of such property shall be payable to the fee owner of the portion of the easement area which is taken. If all or any part of the easement areas are taken, this Easement shall terminate with respect to the portion so taken and the obligations hereunder of the then owners of the easement areas shall automatically cease and terminate when possession is transferred to the condemning agency with respect to any portion of the easement areas so condemned; provided, however, that nothing herein prevents the owner(s) of the property benefited by the easements from seeking compensation from the condemning agency, only, for loss of the easement.

8. **Legal Expenses.** If a party is required to bring or maintain any action (including assertion of any counterclaim or cross-claim, or claim in any proceedings in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others), or otherwise refers this Easement to an attorney for the enforcement of any of the terms and conditions of this Easement, the prevailing party in such action shall, in addition to all other payments required, receive from the other all the costs incurred by the prevailing party, including reasonable attorney fees and such costs and reasonable attorney fees which the prevailing party may incur on any appeal.

9. **Binding Effect.** This Easement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties have executed this document as of the day and year first above written.

Lascor, LLC,
a Washington limited liability company

By: LOUIS SECORD
Its: MANAGING MEMBER

Rascor, LLC,
a Washington limited liability company

By: RICHARD A SECORD
Its: MANAGING MEMBER

Cascade Irrigation District

By: RICHARD P. LEE
Its: DISTRICT MANAGER

By: TRAIL CO
Its: PSA

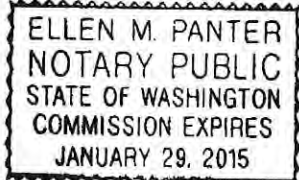
STATE OF WASHINGTON)

County of King)

) ss.

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Louis Secord, to me known to be the Manager of **Lascor, LLC, a Washington limited liability company**, the company that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 23rd day of April, 2012.



Ellen Panter
Printed Name: Ellen Panter
Notary Public in and for the State of Washington
My commission expires: January 29, 2015

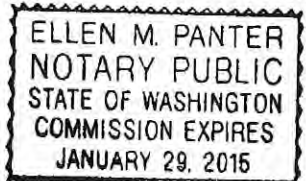
STATE OF WASHINGTON)

County of King)

) ss.

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard Secord, to me known to be the Manager of **Rascor, LLC, a Washington limited liability company**, the company that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 23rd day of April, 2012.



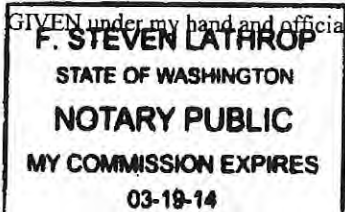
Ellen Panter
Printed Name: Ellen Panter
Notary Public in and for the State of Washington
My commission expires: January 29, 2015

STATE OF WASHINGTON)

County of Kittitas)

) ss.

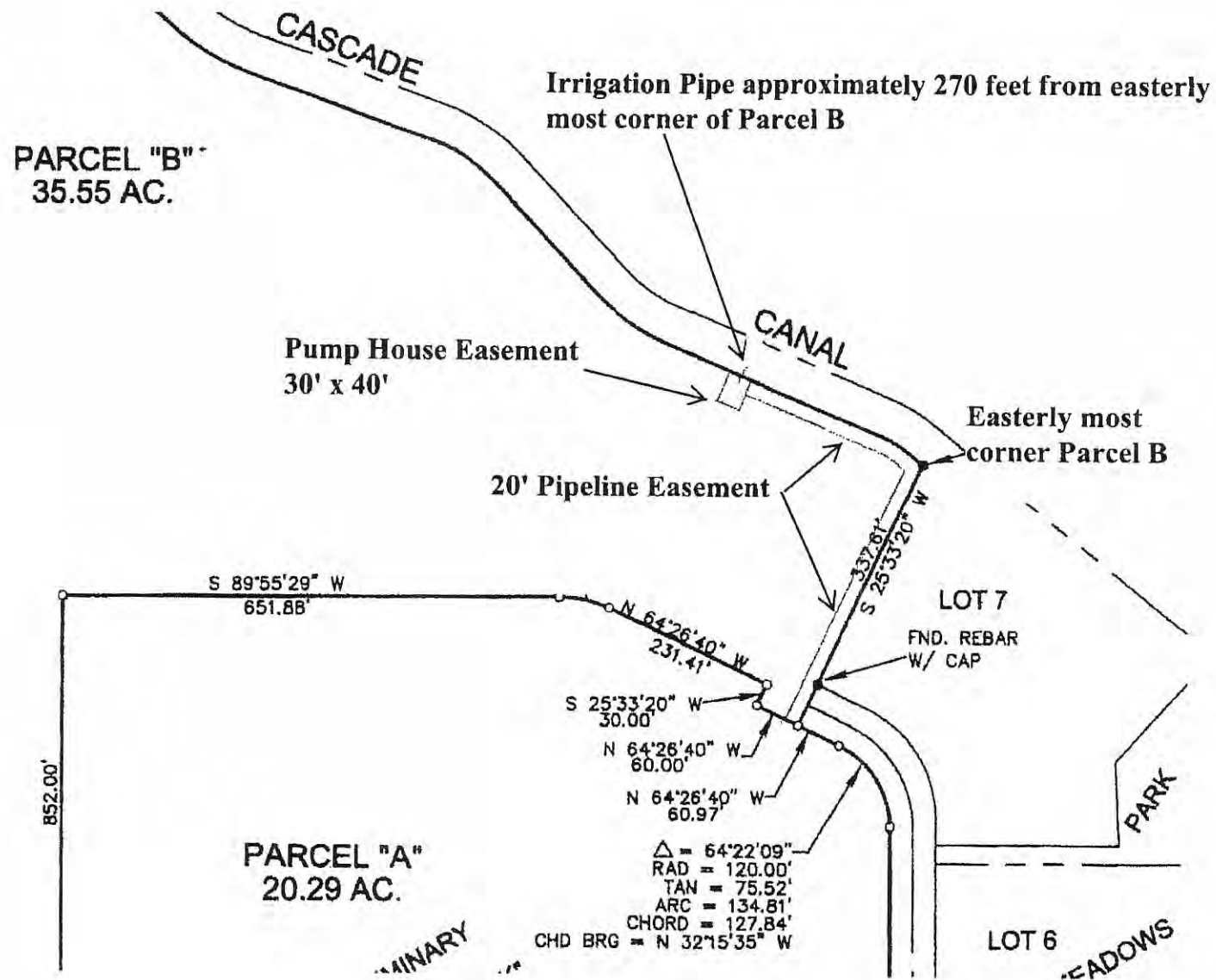
On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RICHARD P. LEE and SACK CLERF, to me known to be the SECRETARY and PRESIDENT of **Cascade Irrigation District**, the entity that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.



GIVEN under my hand and official seal this 25th day of May, 2012.

F. Steven Lathrop
Printed Name: _____
Notary Public in and for the State of Washington
My commission expires: _____

Exhibit A



10/01/2012 10:26:30 AM

201210010001

\$78.00
Easement LATHROP
Kittitas County Auditor

Page 1 of 5



After recording return to:

F. STEVEN LATHROP
Lathrop, Winbauer, Harrel & Slothower L.L.P.
PO Box 1088
Ellensburg, WA 98926

REVIEWED BY: A. J. [Signature]
DEPUTY, KITTITAS COUNTY TREASURER
DATE: 10-7-12
STANDS BEFORE ME, [Signature]
REPRESENTING CID
STATING THAT NO CONSIDERATION
IS BEING PAID.

Document Title: Easement
Grantor: Lascor, LLC, a Washington limited liability company, and Rascor, LLC, a Washington limited liability company
Grantee: Cascade Irrigation District
Legal Description: Parcel B Survey, Book 32, page 87
Section 26, Township 18 N, Range 18 E, W.M.; ptn NE Quarter
Assessor's Tax Parcel No.: 18-18-26010-0013 (11489)
Real Estate Excise Tax: Does not apply - no consideration as defined WAC 458-61A-102(2)

EASEMENT

THIS EASEMENT is made as of the 23rd day of April, 2012, by Lascor, LLC, a Washington limited liability company, and Rascor, LLC, a Washington limited liability company (hereinafter referred to as the "Grantor") and the Cascade Irrigation District (hereinafter referred to as the "CID").

WHEREAS, the Grantor owns fee title to the real property located in Kittitas County, Washington and legally described as follows:

Parcel B of that certain Survey as recorded March 23, 2006, in Book 32 of Surveys, pages 87 and 88, under Auditor's File No. 200603230038, records of Kittitas County, Washington; being a portion of the Northeast Quarter of Section 26, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

(hereinafter the "Property"); and

WHEREAS, the CID is an irrigation district organized and existing under RCW 87.03, which delivers irrigation water to assessed lands within its service area in Kittitas County;

WHEREAS, the CID, having received a petition to form a local improvement district to construct, reconstruct, acquire, improve, operate and maintain irrigation facilities to deliver irrigation water from the CID canal to certain properties within the Northeast Quarter of Section 26, Township 18 North, Range 18 East, W.M., Kittitas County,

Page 1 of 4

Lathrop, Winbauer, Harrel, Slothower & Denison, L.L.P.
Attorneys at Law
201 West Seventh Avenue
Post Office Box 1088
Ellensburg Washington 98926
Telephone 509-925-6916
Fax 509-962-8093

Washington (the "Bender Road LID"), will, upon creation thereof, require easement rights over and across portions of the Property.

NOW, THEREFORE, in consideration of the benefits derived through the formation of the Bender Road LID, the parties do hereby agree as follows:

1. Easements. Grantor, for and on behalf of itself and its respective successors in interest and assigns, does hereby grant, declare, convey and establish the following easements in favor of the CID for the benefit of the properties serviced by the Bender Road LID, subject to the provisions contained herein:

1.1. Pump House Easement. A non-exclusive easement over, under and across the that portion of Parcel B of that certain Survey as recorded March 23, 2006, in Book 32 of Surveys, pages 87 and 88, under Auditor's File No. 200603230038, records of Kittitas County, Washington, described as follows (the "Easement Area"):

A strip of land abutting a portion of the northeasterly boundary of said Parcel B as generally depicted on Exhibit A attached hereto and incorporated herein by reference; being 30 feet in width, lying 15 feet each side of a line which begins at the point of intersection of said northeasterly boundary with the center of an existing underground irrigation pipe extending southwesterly from the CID headgate, said intersection being approximately 270 feet northwesterly of the easterly most corner of said Parcel B, and runs thence southwesterly perpendicular to said northeasterly boundary, for a distance of 40 feet and the end of said line.

1.2. Pipeline Easement. A non-exclusive easement over, under and across that portion of said Parcel B described as follows (also included within the definition of the "Easement Area"):

A strip of land 20 feet in width, adjacent to and westerly of portions of the northeasterly and easterly boundaries of said Parcel B as generally depicted on Exhibit A attached hereto and incorporated herein by reference.

2. Use.

2.1. The Pump House Easement shall be for the construction, maintenance, operation, repair, replacement and/or enlargement of pumps, related equipment, and pump house, together with such pipes, conduits, cables and/or wires, and all reasonably necessary or convenient appurtenances thereto for the purpose of fulfilling the purpose of the Bender Road LID.

2.2. The Pipeline Easement shall be for the construction, maintenance, operation, repair, replacement and/or enlargement of underground pipes and utilities, together with all reasonably necessary or convenient underground or ground-mounted appurtenances thereto for the purpose of fulfilling the purpose of the Bender Road LID.

2.3. Except as may be reasonably necessary to connect the pumping facilities to the CID canal, no portion of the pump house structure or pipelines running from said pump house shall be located within the 10 feet of the Easement Areas which are immediately adjacent to said northeasterly and southeasterly boundaries of said Parcel B.

3. Maintenance. Maintenance and operation of the CID's improvements shall be performed by CID. Upon completion of any work relative to the rights granted herein, all disturbance to the surface or other improvements within the Pipeline Easement shall be restored by CID or CID's agent performing the work to as good or better condition as existing immediately prior to such work.

4. Grantor's Reserved Rights. Grantor expressly reserves all rights in and to the Easement Areas and the Property not specifically granted herein, including, but not limited to, the right to use the Easement Areas for any purpose and the right to grant any other easement, license or right-of-way on, over, under or across the Easement Areas so long as such uses and rights are not inconsistent with the easement rights granted herein.

5. **Effective Date.** This document shall be effective upon approval of the Bender Road LID by the Board of Directors of the CID, at which time it shall be recorded with the Kittitas County Auditor.
6. **Indemnification.** Grantor and the CID agree to indemnify, protect and hold each other harmless from and against any and all claims, causes of action, or other assertion of liability, including attorney fees and costs, arising out of any of their respective negligence, intentional acts or omissions.
7. **Eminent Domain.** If the easement areas, or any part thereof, are taken by any governmental agency in the exercise of its power of eminent domain, the award granted under such proceedings, or any settlement in lieu thereof, for the taking of such property shall be payable to the fee owner of the portion of the easement area which is taken. If all or any part of the easement areas are taken, this Easement shall terminate with respect to the portion so taken and the obligations hereunder of the then owners of the easement areas shall automatically cease and terminate when possession is transferred to the condemning agency with respect to any portion of the easement areas so condemned; provided, however, that nothing herein prevents the owner(s) of the property benefited by the easements from seeking compensation from the condemning agency, only, for loss of the easement.
8. **Legal Expenses.** If a party is required to bring or maintain any action (including assertion of any counterclaim or cross-claim, or claim in any proceedings in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others), or otherwise refers this Easement to an attorney for the enforcement of any of the terms and conditions of this Easement, the prevailing party in such action shall, in addition to all other payments required, receive from the other all the costs incurred by the prevailing party, including reasonable attorney fees and such costs and reasonable attorney fees which the prevailing party may incur on any appeal.
9. **Binding Effect.** This Easement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties have executed this document as of the day and year first above written.

Lascor, LLC,
a Washington limited liability company

By: LOUIS SECORD
Its: MANAGING MEMBER

Rascor, LLC,
a Washington limited liability company

By: RICHARD A SECORD
Its: MANAGING MEMBER

Cascade Irrigation District

By: RICHARD P. LEE
Its: DISTRICT MANAGER

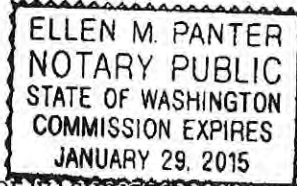
By: _____
Its: _____

STATE OF WASHINGTON)

County of King) ss.

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Louis Seard, to me known to be the Manager of Lascor, LLC, a Washington limited liability company, the company that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 23rd day of April, 2012.



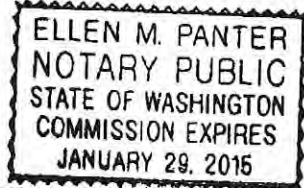
Ellen Panter
Printed Name: Ellen Panter
Notary Public in and for the State of Washington
My commission expires: January 29, 2015

STATE OF WASHINGTON)

County of King) ss.

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard Seard, to me known to be the Manager of Rascor, LLC, a Washington limited liability company, the company that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 23rd day of April, 2012.



Ellen Panter
Printed Name: Ellen Panter
Notary Public in and for the State of Washington
My commission expires: January 29, 2015

STATE OF WASHINGTON)

County of Kittitas) ss.

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RICHARD LEE and _____, to me known to be the DISTRICT MANAGER and _____ of Cascade Irrigation District, the entity that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 18 day of Sept., 2012.



Shelly R. Kessler
Printed Name: Shelly R. Kessler
Notary Public in and for the State of Washington
My commission expires: Aug. 20, 2016

Page 4 of 4

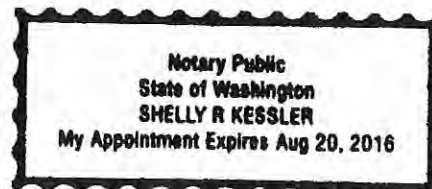
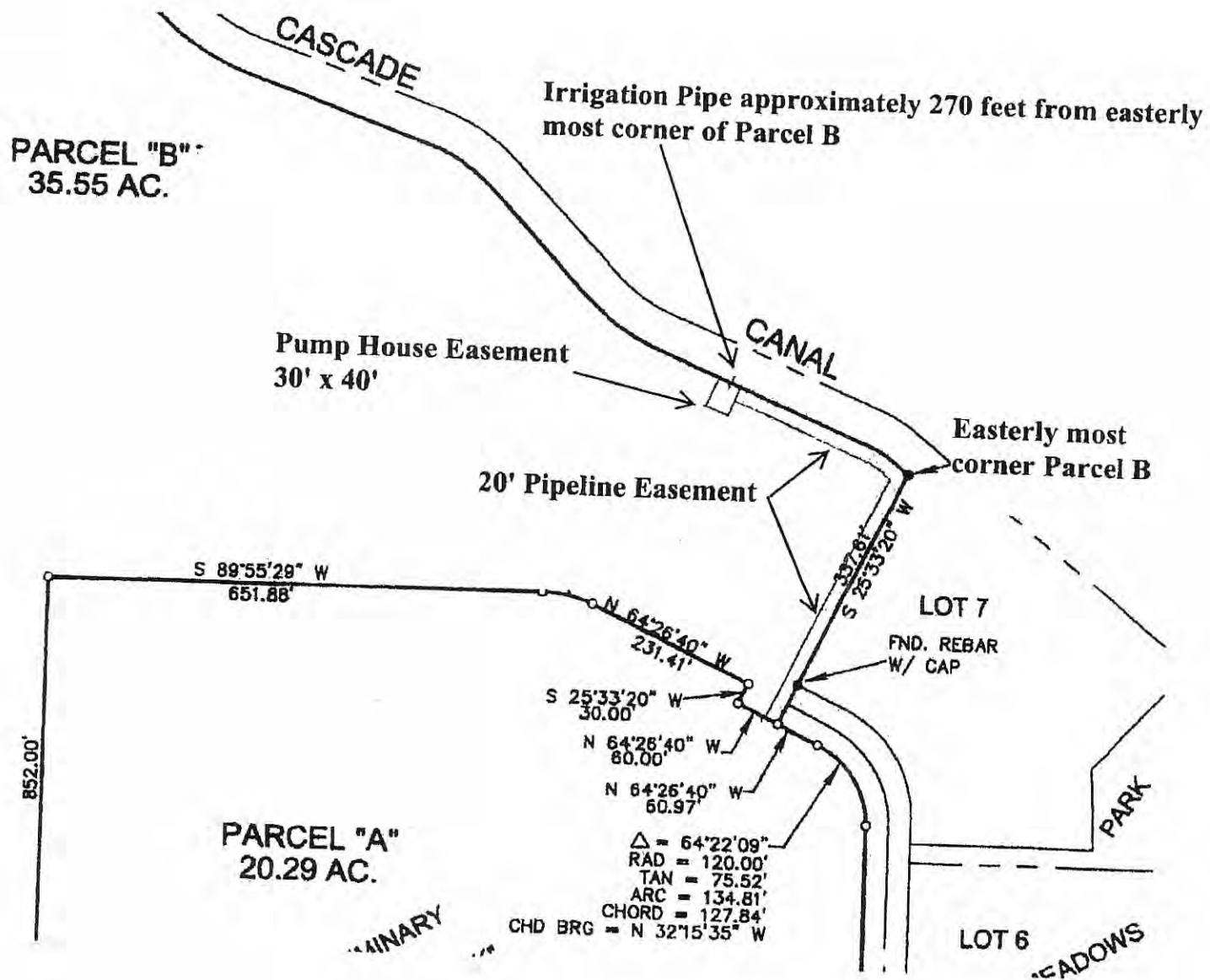


Exhibit A





After recording return to:

F. STEVEN LATHROP
Lathrop, Winbauer, Harrel & Slothower L.L.P.
PO Box 1088
Ellensburg, WA 98926

REVIEWED BY
KITITITAS COUNTY TREASURER

Angela M
12/20/2013

Document Title: Easement and Agreement to Dedicate
Grantor: Lascor, LLC, a Washington limited liability company, and Rascor, LLC, a Washington limited liability company
Grantee: City of Ellensburg, a municipal corporation; Lathrop Development Co., Inc., a Washington corporation
Legal Description: Parcel B Survey, Book 32, page 87
Section 26, Township 18 N, Range 18 E, W.M.; ptn NE Quarter
Assessor's Tax Parcel No.: 18-18-26010-0013 (11489)
Real Estate Excise Tax: Does not apply - no consideration as defined WAC 458-61A-102(2) 151

EASEMENT and AGREEMENT TO DEDICATE

THIS EASEMENT and AGREEMENT TO DEDICATE (hereinafter referred to as the "Agreement") is made as of the 1st day of November, 2013, by Lascor, LLC, a Washington limited liability company, and Rascor, LLC, a Washington limited liability company (hereinafter collectively referred to as the "Grantor"), the City of Ellensburg, a municipal corporation (hereinafter referred to as the "City") and Lathrop Development Co., Inc., a Washington corporation (hereinafter referred to as "LDC").

WHEREAS, the Grantor owns fee title to the real property located in Kittitas County, Washington and legally described as follows:

Parcel B of that certain Survey as recorded March 23, 2006, in Book 32 of Surveys, pages 87 and 88, under Auditor's File No. 200603230038, records of Kittitas County, Washington; being a portion of the Northeast Quarter of Section 26, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

(hereinafter "Parcel B"); and

WHEREAS, LDC owns fee title to the real property located in Kittitas County, Washington and legally described as follows:

Parcel A of that certain Survey as recorded March 23, 2006, in Book 32 of Surveys, pages 87 and 88, under Auditor's File No. 200603230038, records of Kittitas County, Washington; being a portion of the Northeast Quarter of Section 26, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

(hereinafter "Sunny Brook")

WHEREAS, the City granted preliminary plat approval for the plat of Sunny Brook on August 7, 2006, under Resolution No. 2006-29, based upon application and plans filed by Sun Mission LLC (the "Approval"); and

WHEREAS, pursuant to the Approval, a portion of Ellington Street will be extended northerly of Country Side Avenue and a portion of Gail Road will be extended to continue northwesterly and thence westerly to an intersection with Ellington; and

WHEREAS, for the final plat approval of Phase 1 of Sunny Brook, the City has required the construction of certain utilities and roadway improvements within Parcel B; and

WHEREAS, pending the development of Parcel B and the further extension of Ellington Street and/or Gail Road thereon, the City requires and LDC desires the creation and establishment of an easement for the construction of such improvements and the ultimate dedication of the same to the City.

NOW, THEREFORE, in consideration of the benefits contained and derived hereunder, the Grantor, for and on behalf of itself and its respective successors in interest and assigns, does hereby grant, declare, convey and establish the Easement described hereinbelow subject to the agreement by the parties hereinafter set forth:

1. Easement.

1.1. **Description.** Non-exclusive easement in favor of the City and LDC over, under and across those portions of Grantor's Property which are more fully described on **Exhibit A** and depicted on **Exhibit B**, both of which are attached hereto and incorporated herein by reference (the "Easement Area").

1.2. **Use.** The Easement shall exist for the benefit of the public for road purposes and for the construction, maintenance, operation, repair, replacement and/or enlargement of underground pipes, conduits, cables and wires, together with all reasonably necessary or convenient underground or ground-mounted appurtenances thereto for the purpose of serving Sunny Brook and such other property as the City shall approve with utilities (including without limitation, water, sanitary sewer, drainage, power, cable, fiber optic, gas, and telecommunications facilities), subject to the maintenance thereof. The Easement shall also exist for the benefit of LDC for the construction of such improvements as are required for the approval the final plat(s) of Sunny Brook, and acceptance thereof by the City.

2. Dedication and Termination.

2.1. Upon the completion of the construction of those improvements required for the approval the final plat(s) of Sunny Brook, and acceptance thereof by the City, the rights and obligations of LDC shall terminate as to such portions as have been so accepted.

2.2. Subsequent to the completion of construction of the improvements required for the approval the final plat, or plats as the case may be, of Sunny Brook, and acceptance thereof by the City, Grantor shall, upon request therefor, dedicate to the City such portions of the Easement Areas and improvements contained therein as have been so accepted. The Easement shall terminate as to such portion(s) as may be so dedicated to the City.

3. Indemnification. Grantor, the City, and LDC agree to indemnify, protect and hold each other harmless from and against any and all claims, causes of action, or other assertion of liability, including attorney fees and costs, arising out of any of their respective negligence, intentional acts or omissions.

4. Eminent Domain. If the Easement or any part thereof, are taken by any governmental agency in the exercise of its power of eminent domain, the award granted under such proceedings, or any settlement in lieu thereof, for the taking of such property shall be payable to the fee owner of the portion of the easement area which is taken. If all or any part of the easement areas are taken, this Easement shall terminate with respect to the portion so taken and the obligations hereunder of the then owners of the easement areas shall automatically cease and terminate when possession is transferred to the condemning agency with respect to any portion of the easement areas so condemned; provided, however, that nothing herein prevents the owner(s) of the property benefited by the Easement from seeking compensation from the condemning agency, only, for loss of the easement.

5. Legal Expenses. If a party is required to bring or maintain any action (including assertion of any counterclaim or cross-claim, or claim in any proceedings in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others, or otherwise refers this Easement to an attorney for the enforcement of any of the terms and conditions of this Easement, the prevailing party in such action shall, in addition to all other payments required, receive from the other all the costs incurred by the prevailing party, including reasonable attorney fees and such costs and reasonable attorney fees which the prevailing party may incur on any appeal.

6. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

The remainder of this page left intentionally blank

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

Lascor, LLC, a Washington limited liability company

[Signature]
By: LOUIS A. SECORD
Its: MANAGER

Rascor, LLC, a Washington limited liability company

[Signature]
By: RICHARD A SECORD
Its: MANAGER

STATE OF WASHINGTON)
County of Kittitas) ss.

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Louis A. Secord, to me known to be the Manager of **Lascor, LLC, a Washington limited liability company**, the company that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.



GIVEN under my hand and official seal this 19th day of November, 2013.

[Signature]
Printed Name: Kimberly S. Bailes
Notary Public in and for the State of Washington
My commission expires: 9-1-16

STATE OF WASHINGTON)
County of Kittitas) ss.

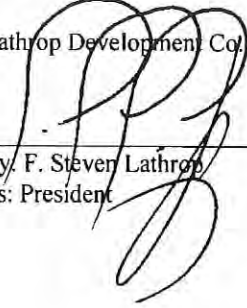
On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard A. Secord, to me known to be the Manager of **Rascor, LLC, a Washington limited liability company**, the company that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 19th day of November, 2013.



[Signature]
Printed Name: Kimberly S. Bailes
Notary Public in and for the State of Washington
My commission expires: 9-1-16

Lathrop Development Co. Inc., a Washington corporation

By: 
Its: President

STATE OF WASHINGTON

)

) ss.

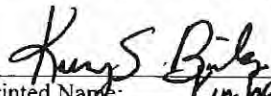
County of Kittitas

)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared F. Steven Lathrop, to me known to be the President of Lathrop Development Co., Inc., the corporation that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 19th day of November, 2013.




Printed Name: Kimberly S. Bailes
Notary Public in and for the State of Washington
My commission expires: 9-1-16

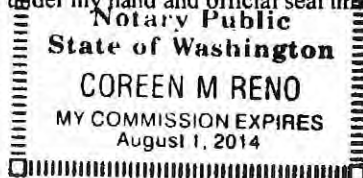
CITY OF ELLENSBURG

Bruce Tabb, Mayor

STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Bruce Tabb, to me known to be the Mayor of The City of Ellensburg, and acknowledged that the said instrument to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 16th day of December, 2013.



Coreen M. Reno
Printed Name: Coreen M. Reno
Notary Public in and for the State of Washington
My commission expires: 8-1-14

ATTEST: Coreen M. Reno
City Clerk:

APPROVED AS TO FORM:

Terry Weiner
Terry Weiner, City Attorney

EXHIBIT A
Easement Area

CRUSE
& ASSOCIATES
PROFESSIONAL LAND SURVEYORS

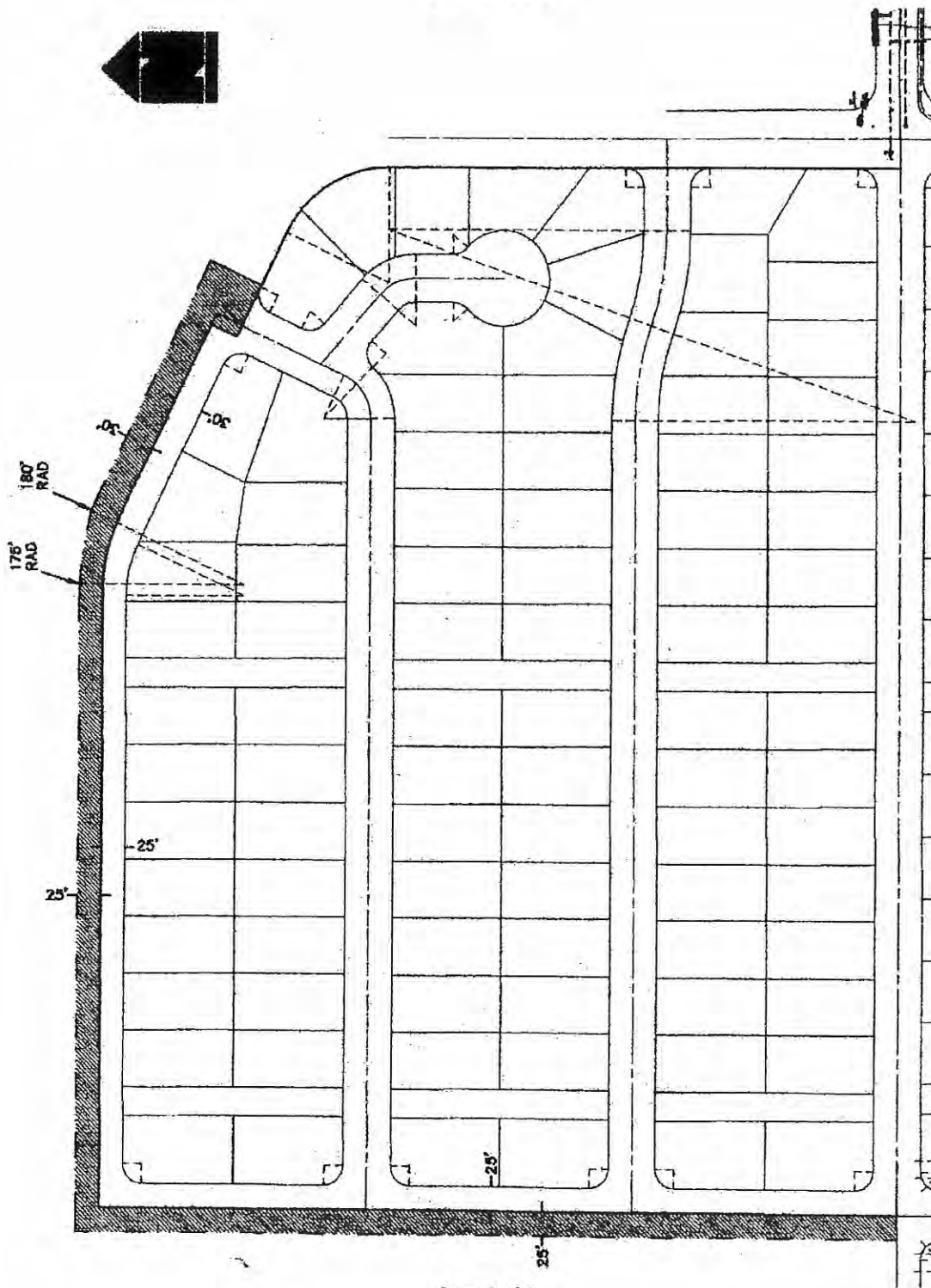
SUNNY BROOK EASEMENT
10/15/13

That portion of Parcel B of that certain survey recorded March 23, 2006, in Book 32 of Surveys, pages 87 and 88, under Auditor's File No. 200603230038, located in the Northeast Quarter of Section 26, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, lying easterly and southerly of a line described as follows:

Beginning at the southwest corner of Parcel A of said survey; thence S 89°55'29" W, along the south boundary of said Parcel B, 25.00 feet to the true point of beginning for said described line; thence N 00°06'24" E, along a line 25 feet westerly of and parallel with the west boundary and boundary extended of said Parcel A, 877.00 feet; thence N 89°55'29" E, along a line 25 feet northerly of and parallel with the northerly boundary and boundary extended of said Parcel A, 676.80 feet to the point of curvature for a 175.00 foot radius curve to the right, radial of said curve bears N 00°04'31" W; thence along a variable radius transition curve to the right to a point of tangency which is N 25°33'20" E, 30.00 feet from the point of tangency on the north boundary of said Parcel A, radius point of said transitional curve point of tangency bears S 25°33'20" W, 180.00 feet; thence S 64°26'40" E, along a line 30 feet northerly of and parallel with the northerly boundary of said Parcel A, 231.41 feet; thence continuing S 64°26'40" E, along a line 60 feet northerly of and parallel with the northerly boundary of said Parcel A, 60.00 feet to a point on the easterly boundary of said Parcel B and the terminus of said described line.



EXHIBIT B
Easement Area



KTE-40718



WHEN RECORDED RETURN TO:

NAME Falcon Ridge Investments LLCADDRESS 2550 Borton Rd.CITY, STATE, ZIP Yakima WA 98903

RE EXCISE TAX PAID

Amount 15,305.00Date 8/31/2018Affidavit No. 2018-1908

KITTITAS COUNTY TREASURER

By Kyle Wurthoff

STATUTORY WARRANTY DEED

THE GRANTORS, LASCOR, LLC, a Washington limited liability company, and RASCOR, LLC, a Washington limited liability company, for and in consideration of VALUE RECEIVED, in hand paid, convey and warrant to FALCON RIDGE INVESTMENTS, LLC, a Washington limited liability company, the following described real estate, situate in the County of Yakima, State of Washington:

Parcel B of that certain survey March 23, 2006, in Book 32 of Surveys, pages 87 through 88, under Auditor's File No. 200603230038, records of Kittitas County, State of Washington; being a portion of Section 26, Township 18 North, Range 18 East, W.M., Kittitas County, State of Washington.

(Assessor's Parcel No. 11489) Levy Code 18

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title which may appear in the public record, including those shown on any recorded plat or survey.

Dated this 29th day of August, 2018.

LASCOR, LLC, a Washington
limited liability company

By: [Signature]
Its: MANAGING MEMBER

RASCOR, LLC, a Washington
limited liability company

By: [Signature]
Its: MANAGING MEMBER

STATE OF WASHINGTON)
) ss
COUNTY OF)

I certify that I know or have satisfactory evidence that LOUIS A. SECORD, JR. is the person who appeared before me and signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Managing Member of LASCOR, LLC, a Washington limited liability company, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 29th day of August, 2018.



Heather Hill Heather Hill
NOTARY PUBLIC in and for the State of
Washington, residing at Chelan, WA
My appointment expires: 8/1/2021

STATE OF WASHINGTON)
) ss
COUNTY OF)

I certify that I know or have satisfactory evidence that RICHARD A. SECORD is the person who appeared before me and signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Managing Member of RASCOR, LLC, a Washington limited liability company, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 29th day of August, 2018.



Heather Hill Heather Hill
NOTARY PUBLIC in and for the State of
Washington, residing at Chelan
My appointment expires: 8/1/2021



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

STAFF REPORT

DATE: September 2, 2020

TO: Andrew Kottkamp, Hearing Examiner

THRU: Kirsten Sackett, Community Development Director

FROM: Shannon Johnson, Senior Planner, Community Development

RE: P19-147 Ellensburg Flats Plat Subdivision Preliminary Plat Public Hearing

Summary Statement: The purpose of this open record public hearing is to consider the proposed preliminary plat subdivision and any public or agency comments received by the City regarding the proposed subdivision, Ellensburg Flats. This hearing is being held pursuant to the requirement of Chapter 15.260, Subdivision Procedures, of the Ellensburg City Code (ECC). At the conclusion of this public hearing, it is expected that the Hearing Examiner will develop a recommended action on the proposed subdivision for City Council's consideration and action at a future closed record public hearing. Attached to and made a part of this report is the Threshold Determination for the SEPA review. Other exhibits document that all legal notices and mailings as required by the Ellensburg City Code for the preliminary plat application review processes have been fulfilled.

Citizen and agency comments on this proposed preliminary plat were due no later than 1:30 pm Wednesday, September 2, 2020. Notice was further given that all persons interested could appear and be heard at the public hearing.

Background

This proposed preliminary plat is located on Kittitas County Assessor's Parcel ID# 11489. The proposed Phase 1 is located East of N. Ellington Street and proposed Phase 2 is located mainly west of N. Ellington street, in the City of Ellensburg, WA. A vicinity map and reduced scale preliminary drawing showing the location of the lots and other plat features are included (**Exhibits 1 & 2**).

The subject property is 35.55 acres in size and is currently zoned Residential Suburban Density (R-S) and lies within the Airport Overlay (A-O) Zone.

Property zoned as Residential Suburban (R-S) allows for detached single-family dwellings as the predominate land use, with a base maximum density of 6 dwelling units/acre. Additionally, the property is subject to density limitations of 3 and 6 dwelling units/acre as regulated by the Airport Overlay (A-O) zone. The applicant's proposal would create 75 separate residential lots, which is well within the allowable maximum density. The project will be developed in two phases, intended for residential lots ranging in size from approximately 8,043 square feet to 21,597 square feet. The proposed Phase 1 is located East of N. Ellington Street and proposed Phase 2 is located mainly west of N. Ellington street. In addition to the 75 residential lots, there will be one undeveloped 10.06-acre lot, "Tract A", where the established wetlands and associated buffers are located as described in the associated critical area report.

The lots will have frontage onto public roadway which will need to be improved as part of this project. N. Ellington Street, E. Falcon Road, E. Chason Avenue, and the north half of E. Chinook Road and E. Country Side Avenue improvements will need to be extended as a part of Phase 1 of this project. N. Ellington Street, E. Falcon Road, Jamie Avenue, and Bader Lane improvements will need to be extended as part of Phase 2. As part of Phase 2 improvements, the east half of N. Water Street will be constructed from E. Falcon Road north to Bowers Road. Right-of-Way for a future extension of N. Water Street will be dedicated across Tract A as part of Phase 2 of the subdivision.

The Public Works Department works with the Ellensburg School District at the time of civil construction review of the plat to ensure that the goals of their "Guide for Planning and improving School Walk and Bike Routes" are implemented on projects within one mile of schools. In speaking with the Ellensburg School District Director of Transportation, this particular plat is located outside of the required ½ mile radius for the nearest elementary school, which is Mount Stuart Elementary. This means that the school district does not expect children in this area to walk to school, therefore, continued and expanded bus services will be planned for this area. The extension and construction of the street frontage improvements as discussed above, provide beginning connectivity to achieve goals and policies within the land use, housing, and transportation chapters of the Ellensburg Comprehensive Plan.

Specific to meeting open space and parks needs that will result from the new development, the applicant will be required to pay a park impact fee of \$1925 for each single family lot or structure, which will in turn be used to enhance the City of Ellensburg Parks system.

Site Characteristics

North: The land to the north is Vacant Land outside City limits

South: The land to the south is Residential Land within City limits

East: Vacant Land outside City Limits, owned by Kittitas County Airport

West: The land to the west is Residential Land outside City limits

SEPA Review

A SEPA checklist was submitted as a requirement of the preliminary plat process, and a SEPA Mitigated Determination of Non-Significance (MDNS) was issued on July 15, 2020 (**Exhibit 8**).

Preliminary Plat Review

Subsequent to the SEPA environmental review, public notice and distribution of the full preliminary plat application was undertaken. As a result of that effort, departmental comments for the application have been received from the following: The Ellensburg Fire Department, the Cascade Irrigation District, Ellensburg Public Works Department; and the Ellensburg Utility Services Gas and Light Departments (**Exhibits 3-7**).

Those comments received mirrored their previous SEPA environmental points regarding final design and construction of required facilities, and referred to the previous comments submitted for SEPA and/or the Pre-Application Reviews.

To date, no additional public comments on the proposed subdivision have been received.

Analysis and Findings

The requirements pertaining to preliminary plat approval are found within ECC Sections 15.260.060 through 15.260.090. Specifically, the decision criteria are found in ECC 15.260.060(F), which states the following:

(F) Decision Criteria. The city may approve, approve with conditions, or deny a preliminary subdivision application based on conformance with the following decision criteria:

1. The preliminary subdivision conforms to all applicable zoning standards of the city as set forth in the LDC, including the form and intensity standards in Chapter 15.320 ECC, the streetscape design standards in Chapter 15.410 ECC, the subdivision design standards in Chapter 15.420 ECC, the project design standards in Division V, and the public works development standards;
2. All lots within the preliminary subdivision are provided with satisfactory access established consistent with the requirements of the public works development standards, ECC Title 4, public works construction, the streetscape design standards and subdivision design and block standards in Division IV, and the project design standards in Division V;
3. All lots within the preliminary subdivision are provided with adequate provisions for water supplies, sanitary wastewater facilities, and storm drainage and surface water facilities consistent with the requirements of the public works development standards and ECC Title 9, Utilities;
4. All lots within the preliminary subdivision are provided with adequate provisions for electric service, and for natural gas service if applicable,

consistent with the requirements of the city's energy services department design standards and with ECC Title 9, Utilities;

5. The preliminary subdivision conforms to all applicable critical areas standards set forth in Division VI; and

6. The preliminary subdivision makes appropriate provisions for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school.

The public agency comments relate to normal plat design and construction requirements that are routinely part of the final plat design and approval process. It is the full intention of the City to enforce and follow those final plat requirements.

Prior to final plat approval, the applicant will need to add signature blocks on the face of the final plat for the following: City Engineer, Community Development Director, Public Works & Utilities Director, Cascade Irrigation District, County Treasurer, County Auditor; & the Mayor of Ellensburg.

Construction of the subdivision and single-family units will be required to comply with all applicable standards outlined in the Ellensburg City Code design standards and guidelines.

Recommendation

Staff proposes the Hearing Examiner recommend approval of the Ellensburg Flats Plat preliminary plat application to City Council subject to the following conditions:

- a) The applicant will meet the requirements of the Public Works Department discussed in its memorandum dated May 14, 2020.
- b) The applicant will meet the requirements of the Energy Services - Light Department discussed in its memorandum dated August 25, 2020.
- c) The applicant will meet the requirements of the Energy Services – Gas Department discussed in its memorandum dated August 18, 2020.
- d) The applicant will meet the requirements of the Fire Department for hydrants and access as per Fire Marshal's memorandum dated August 26, 2020.
- e) The applicant will meet the requirements of the Cascade Irrigation District (CID) as per CID's memorandum dated August 26, 2020.

- f) The applicant will meet the requirements of the SEPA Official's issuance of Mitigated Determination of Non-Significance (MDNS) (File # P19-145) dated July 15, 2020.
- g) The applicant may be required to obtain an NPDES Construction Storm Water General Permit from the Washington State Department of Ecology, as well as all other permits (site grading permit, SWPPP, etc.) that may be required as a result of plat development. Subdivision and land development activities shall follow the requirements of the Ellensburg City Code, including the Design Standards.
- h) All requirements of utility providers, City departments, and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.

Exhibits:

- 1. Vicinity Location Map
- 2. Preliminary Plat of Ellensburg Flats Plat
- 3. August 25, 2020 memo from City of Ellensburg Energy Services Light Department
- 4. August 18, 2020 memo from City of Ellensburg Energy Services Gas Department
- 5. May 14, 2020 memo from City of Ellensburg Public Works Department
- 6. August 26, 2020 memo from City of Ellensburg Fire Marshall
- 7. August 26, 2020 memo from Cascade Irrigation District
- 8. July 15, 2020 SEPA MDNS Determination
- 9. Legal Notice of Public Hearing
- 10. Area of Notification Map with 300-Foot Buffer Notification List
- 11. Photo of Notice Sign on Property
- 12. Application Cover Page & Materials

AFFIDAVIT OF PUBLICATION

State of Washington, County of Kittitas, ss: The undersigned being first duly sworn on oath, deposes and says: That he/she is the representative of The Daily Record, a daily newspaper. That said newspaper is a legal newspaper and has been approved as a legal newspaper by order of the superior court in the County in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published in the English language continually as a newspaper in Ellensburg, Kittitas County, Washington, and it is now and during all of said time printed in an true copy of

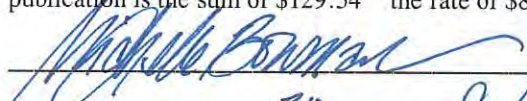
ELLENSBURG, CITY OF - CLERK

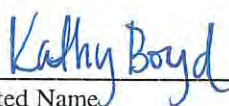
N/CLOSED RECORD P19-147

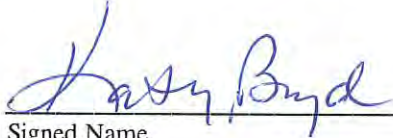
is published in regular issues (and not in supplement form) of said newspaper once a week for a period of 1 consecutive week(s), commencing on the following days.

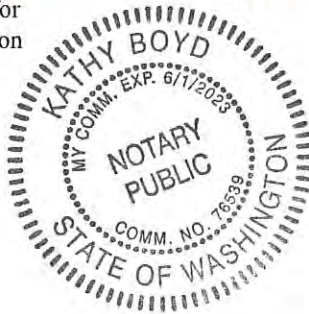
09/26/2020

All dates inclusive and that such newspaper were regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the sum of \$129.54 the rate of \$8.8 per column inch for each insertion.


Subscribed to me this 30 day of September in the year of 2020.


Printed Name _____
Notary Public in and for
The State of Washington
(SEAL)


Signed Name _____



SUNDAY MORNING SEPTEMBER 27, 2020											
	6 AM	8:30	10 AM	12:30	2 PM	3:30	5:30	7:30	9:30	11:30	11:50
KAPP	4:32	13	13	13	13	13	13	13	13	13	13
KCVU	4:32	13	13	13	13	13	13	13	13	13	13
KNDU	4:32	13	13	13	13	13	13	13	13	13	13
KING	4:32	13	13	13	13	13	13	13	13	13	13
KMAZ	4:32	13	13	13	13	13	13	13	13	13	13
KIRO	4:32	13	13	13	13	13	13	13	13	13	13
KYVE	4:32	13	13	13	13	13	13	13	13	13	13
KOMO	4:32	13	13	13	13	13	13	13	13	13	13
KUNW	4:32	13	13	13	13	13	13	13	13	13	13

SUNDAY AFTERNOON SEPTEMBER 27, 2020											
	12 PM	12:30	1 PM	1:30	2 PM	2:30	3 PM	3:30	4 PM	4:30	5:30
KAPP	4:32	13	13	13	13	13	13	13	13	13	13
KCVU	4:32	13	13	13	13	13	13	13	13	13	13
KNDU	4:32	13	13	13	13	13	13	13	13	13	13
KING	4:32	13	13	13	13	13	13	13	13	13	13
KMAZ	4:32	13	13	13	13	13	13	13	13	13	13
KIRO	4:32	13	13	13	13	13	13	13	13	13	13
KYVE	4:32	13	13	13	13	13	13	13	13	13	13
KOMO	4:32	13	13	13	13	13	13	13	13	13	13
KUNW	4:32	13	13	13	13	13	13	13	13	13	13

SUNDAY PRIME TIME SEPTEMBER 27, 2020											
	6 PM	8:30	7 PM	7:30	8 PM	8:30	9 PM	9:30	10 PM	10:30	11:30
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KCVU	4:32	13	13	13	13	13	13	13	13	13	13
KNDU	4:32	13	13	13	13	13	13	13	13	13	13
KING	4:32	13	13	13	13	13	13	13	13	13	13
KMAZ	4:32	13	13	13	13	13	13	13	13	13	13
KIRO	4:32	13	13	13	13	13	13	13	13	13	13
KYVE	4:32	13	13	13	13	13	13	13	13	13	13
KOMO	4:32	13	13	13	13	13	13	13	13	13	13
KUNW	4:32	13	13	13	13	13	13	13	13	13	13

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KUNW	4:32	13	13	13	13	13	13	13	13	13	13



Wayne and Jenny from "Bless the Harts"

French Open

KNDU KING 9:00 a.m.

From Stade Roland Garros in Paris, France, the 2020 French Open continues its grueling 20 days of play. Though many top-ranked players have chosen to opt out amidst coronavirus concerns, the event is set to be one of the few that allows fans to attend.

Bless the Harts

KCVU 8:30 p.m.

When Jenny and Betty become paranoid that Violet has started making the same bad choices they did as teenagers, the pair start to secretly follow her in the Season 2 premiere of this animated series. Meanwhile, Wayne is sued by Bobbie Nell.

FX 9:00 p.m.

Don't miss the Season 4 premiere of this anthology series inspired by the Coen brothers' 1996 film. In this episode, the temporary peace between two crime families from Kansas City is threatened by an unusual death. Chris Rock and Ben Whishaw star.

YOUR LOCAL PAPER

IN MORE WAYS THAN EVER

DAILY RECORD

PRINTING & DELIVERY

Legals

NOTICE OF APPLICATION
Case # P20-085
SEPA Environmental Review
For the Proposed Solar Dolar Building Project

Notice is hereby given that the City of Ellensburg has received a SEPA Environmental Checklist for the following project that may be of interest to you. You are invited to comment on this proposal.

Date of application: August 25, 2020
Date of revised application: September 14, 2020
Date of notice of complete application: September 24, 2020
Comments due date: October 19, 2020

Project Description: Case # P20-085: A SEPA Checklist for the proposed construction of 9 buildings, 5 each approximately 11,760 square feet in size, and 4 each approximately 6,720 square feet in size with associated parking. The buildings to be constructed are speculative to house any use permitted in the Light Industrial (L-1) zoning district.

Project Location: The project would occur on the south side of Dolarway Road, to the west of N. Prospect Street, Ellensburg. Parcel ID #855342 and #861350.

Project Applicant: Solar Dolar, LLC.

Materials Available for Review: The submitted application and its documents may be examined by the public by visiting the City of Ellensburg Community Development Department webpage at <https://www.ci.ellensburg.wa.us/6555/SEPA-State-Environmental-Policy-Act>.

Written Comments: The public is encouraged to review and comment on the proposed project. Written comments must be received via email, or postmarked by 5:00 pm on Monday, October 19, 2020.

Mailing Address: Community Development Dept., 501 N. Anderson St., Ellensburg, WA 98926

Staff contact: Jamey Ayling, Planning Manager; Email: aylingj@ci.ellensburg.wa.us

Environmental Review (SEPA): The City expects to issue a Mitigated Determination of Non-Significance (MDNS) for this project and will use the optional MDNS process (WAC 197-11-355, meaning this may be the only opportunity for public comment on the environmental impacts of the proposed mitigation measures may be required under applicable codes and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. A copy of the threshold determination may be obtained from the City.

PUBLISH: Daily Record, September 26, 2020

Legals

CITY OF ELLENSBURG
BID CALL 2020-31
OFFICIAL CITY NEWSPAPER CONTRACT

NOTICE IS HEREBY GIVEN that the City Clerk of Ellensburg, Washington, will receive sealed bids up to 3:00 p.m., Monday, October 12, 2020 at 501 N. Anderson Street, Ellensburg, WA 98926, at which time all bids will be opened for the contract of the official newspaper of the City of Ellensburg for the term of one year commencing November 1, 2020. Each bid shall be clearly marked "Sealed Bid for 2020-31 - Official City Newspaper Contract".

By: Beth Leader
Both Localities, City Clerk

PUBLISH: Daily Record, September 26, 2020

Legals

CERTIFICATION OF ORDINANCE ENACTMENT
CITY OF ELLENSBURG, WASHINGTON
501 North Anderson Street
Ellensburg, Washington 98926

The following ordinances were duly and regularly passed by the Ellensburg City Council on 09/21/2020:

ORDINANCE NO. 4857
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO TITLE 3 "BUILDINGS AND FIRE" AND AMENDING SECTIONS 3.01.080 AND 3.03.020 OF THE ELLENSBURG CITY CODE.

ORDINANCE NO. 4858
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO TITLE 4 "PUBLIC WORKS" AND AMENDING SECTION 4.04.040 OF THE ELLENSBURG CITY CODE.

ORDINANCE NO. 4859
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO TITLE 8 "TRAFFIC" AND AMENDING SECTIONS 8.14.020, 8.18.020 AND 8.36.120 OF THE ELLENSBURG CITY CODE.

The above ordinances are on file with the undersigned at the office of the City Clerk, where the same is open to the public inspection. A copy of the full text of the ordinances will be mailed upon request.

Beth Leader/City Clerk

PUBLISH: Daily Record, September 26, 2020

Public Notice
Kittitas County, Ellensburg WA

NOTICE IS HEREBY GIVEN that on July 7, 2020, the Board of County Commissioners set a public hearing to be held at 2:00 p.m., October 5, 2020 in the County Commissioners' Auditorium, Ellensburg, WA, to consider possible tax increases for the tax levy rates and amount for the taxes levied in 2020 to be collected in 2021 for the General Fund, County Road and the Flood Control Districts.

More information is online at: <http://www.ci.kittitas.wa.us/notices>.

Mandy Buchholz
Clerk of the Board - Deputy

PUBLISH: Daily Record, September 26, 2020 and October 1, 2020

NOTICE OF A CLOSED RECORD PUBLIC HEARING SUBDIVISION REQUEST

NOTICE IS HEREBY GIVEN that a closed record hearing before the Ellensburg City Council has been set for Monday, October 19, 2020 at 7:00 a.m. Please note that due to the current State of Emergency for Washington State, this meeting will be held through remote attendance by the City of Ellensburg City Council, applicants and the public, to consider Application P19-147 submitted by Byron Horton for a Preliminary Plat Subdivision. The proposed preliminary plat within the Residential Suburban (R-S) and Airport Overlay (A-O) zones is a 784.41 Long Plat to be developed in two phases and is intended for residential lots and single-family home construction. Lots will range in size from 8,043 sq. ft. to 21,597 sq. ft. Phase 1 is located East of N. Ellington Street and proposed Phase 2 is located mainly west of N. Ellington Street. In addition to the 75 residential lots, there will be one undeveloped 10.66-acre lot, "Tract A", where the established wetlands and associated buffers are located as described in the associated critical area report. A notice of SEPA Mitigated Determination of Non-Significance (MDNS) was published in the Daily Record on July 16, 2020.

NOTICE IS FURTHER GIVEN that all persons interested in this matter may attend the REMOTE meeting by contacting Staff no later than 5:00 pm on Monday, October 19. An email link, text link, or phone number will be provided which will allow for electronic attendance at the public hearing. Be advised that his new testimony will be considered by City Council, as the closed record hearing shall be limited to the record established in the open record hearing held by the Hearing Examiner.

Project Location: The property is addressed as Gal Avenue, Ellensburg, WA 98926. Kittitas County Assessor's Parcel Number 11485.

The submitted application and its documents may be examined by the public by visiting the City of Ellensburg Community Development Department webpage at <https://www.ci.ellensburg.wa.us/6723/PUBLIC-HEARINGS/Current-Pagings>.

Questions about this preliminary subdivision may be directed to Shannon Johnson in the Community Development Department, 501 N. Anderson St., or via email: shannonjohnson@ci.ellensburg.wa.us

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

PUBLISH: Daily Record, September 26, 2020

Legals

NOTICE OF APPLICATION
Case # P20-085
SEPA Environmental Review
For the Proposed Solar Dolar Building Project

Notice is hereby given that the City of Ellensburg has received a SEPA Environmental Checklist for the following project that may be of interest to you. You are invited to comment on this proposal.

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Project Location: The project would occur on the south side of Dolarway Road, to the west of N. Prospect Street, Ellensburg. Parcel ID #855342 and #861350.

Project Applicant: Solar Dolar, LLC.

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Written Comments: The public is encouraged to review and comment on the proposed project. Written comments must be received via email, or postmarked by 5:00 pm on Monday, October 19, 2020.

Mailing Address: Community Development Dept., 501 N. Anderson St., Ellensburg, WA 98926

Staff contact: Jamey Ayling, Planning Manager; Email: aylingj@ci.ellensburg.wa.us

Environmental Review (SEPA): The City expects to issue a Mitigated Determination of Non-Significance (MDNS) for this project and will use the optional MDNS process (WAC 197-11-355, meaning this may be the only opportunity for public comment on the environmental impacts of the proposed mitigation measures may be required under applicable codes and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. A copy of the threshold determination may be obtained from the City.

PUBLISH: Daily Record, September 26, 2020

Shannon Johnson

From: Bruce Bader <Bruce.Bader@bortonfruit.com>
Sent: Tuesday, September 29, 2020 3:27 PM
To: Shannon Johnson
Cc: Mike Heit; Byron Borton
Subject: [Ext] P19-147 Ellensburg Flats CC PH Sign Posting
Attachments: 2020-09-29 13.31.27.jpg; 2020-09-29 13.37.25.jpg; 2020-09-29 13.43.52.jpg

Please see attached photos.

Thank you.

Bruce Bader
509-490-2454







PLANNING BOARD OKS 24-UNIT APARTMENT PROJECTS IN DOWNTOWN
 The Planning Board, 1000 N. 10th Ave., has approved the plans for a 24-unit apartment project in downtown St. Petersburg. The project, known as the "St. Petersburg Apartments," is located on the corner of 10th Ave. and 1st St. The project is owned by the St. Petersburg Housing Authority and is being developed by the St. Petersburg Housing Authority. The project is a 24-unit apartment building with a total area of 10,000 sq. ft. The project is a 24-unit apartment building with a total area of 10,000 sq. ft. The project is a 24-unit apartment building with a total area of 10,000 sq. ft.

PLANNING BOARD OKS 24-UNIT APARTMENT PROJECTS IN DOWNTOWN
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Project Location: The property is located at 501 Avenue, Evansburg, VA, 98025. Kitsap County Assessor's Parcel Number 1440.
 Questions about the long term sublease may be directed to the Community Development Department, 391 N. Anderson St, or via email: communitydev@kitsap.net

RESOLUTION NO. 2020-__

A RESOLUTION OF THE CITY COUNCIL OF ELLENSBURG, WASHINGTON relating to the preliminary plat approval of the Ellensburg Flats Subdivision No. P19-147 of property located in Ellensburg, Washington.

WHEREAS, on April 2, 2020 property owner Byron Borton, as agent for owner Falcon Ridge Investments, LLC, filed a preliminary plat application (P19-147) for seventy-five (75) lots to be developed on approximately 35.55 acres of property located on Kittitas County Assessor's Parcel ID# 11489, in the City of Ellensburg, WA, commonly referred to as the "Ellensburg Flats subdivision"; and

WHEREAS, the applicant also submitted an associated Washington State Environmental Policy Act (SEPA) checklist as part of the application; and

WHEREAS, on July 15, 2020 the City's SEPA Responsible Official issued a Mitigated Determination of Non-Significance (MDNS) for the preliminary plat; and

WHEREAS, following a duly noticed open record public hearing held before the Hearing Examiner on September 2, 2020, to consider the preliminary Ellensburg Flats plat subdivision application, as provided by Chapter 15.260 ECC, the Hearing Examiner issued his September 2, 2020 Recommended Findings of Fact, Conclusions of Law, Decision and Conditions of Approval; and

WHEREAS, following a duly noticed closed record public hearing held during a regularly scheduled Ellensburg City Council Meeting on October 19, 2020, regarding the preliminary Ellensburg Flats plat subdivision application, the City Council approved the preliminary plat subject to certain conditions;

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

Section 1. The Ellensburg City Council makes the following findings of fact:

A. The proposed preliminary plat is in conformance with the goals and policies of the City of Ellensburg Comprehensive Plan ("Comprehensive Plan"), as amended, if developed in accordance with the conditions stated herein;

B. The proposed use and corresponding preliminary plat has been designated in accordance with the permitted uses and future land use designations within the Comprehensive Plan classification and standards for development set forth in the City's Land Development Code if developed in accordance with the conditions stated herein;

C. Appropriate provisions have been made for public health, safety, and general welfare and for such other factors enumerated in RCW 58.17.110(2)(a) if the preliminary plat is developed subject to the conditions stated herein. Public facilities, such as roads, sewer and water and other public facilities are adequate to support the use and layout of the proposed preliminary plat if developed in accordance with the conditions stated herein;

D. The public use and interest will be served if the preliminary plat is developed in accordance with the conditions stated herein;

E. The proposal for the preliminary plat development conforms to the policies, standards and design principles specified in Chapter 15.260 of the Ellensburg City Code if developed in accordance with the conditions stated herein; and

F. The findings of fact and recommendations of the Hearing Examiner dated September 2, 2020 are hereby adopted and incorporated herein as the findings of the Ellensburg City Council with respect to the preliminary plat.

G. Any Conclusion of Law that is more correctly a Finding of Fact is hereby incorporated as such by this reference.

Section 2. The preliminary plat involving property located on Kittitas County Assessor's Parcel ID# 11489, in the City of Ellensburg, WA, commonly referred to as the Ellensburg Flats preliminary subdivision plat, and legally described as follows:

PARCEL B OF THAT CERTAIN SURVEY MARCH 23, 2006, IN BOOK 32 OF SURVEYS, PAGES 87 THROUGH 88, UNDER AUDITOR'S FILE NO. 200603230038, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON.

Section 3. The preliminary Ellensburg Flats plat subdivision development (P19-147) shall be developed in accordance with the following conditions of approval, which shall apply to the applicant, and the applicant's heirs, successors in interest and assigns:

1. Fulfillment of all City code required final plat design and construction requirements for on-site and off-site improvements prior to final plat approval.
2. The applicant will meet the requirements of the Energy Services – Light Department discussed in its memorandum dated August 25, 2020.
3. The applicant will meet the requirements of the Energy Services – Gas Department discussed in its memorandum dated August 18, 2020.
4. The applicant will meet the requirements of the Public Works Department discussed in its memorandum dated May 14, 2020.
5. The applicant will meet the requirements of the City of Ellensburg Fire Marshall discussed in its memorandum dated August 26, 2020.
6. The applicant will meet the requirements of the Cascade Irrigation District (CID) as per CID's Pre-Application Comments dated August 26, 2020.

7. The applicant will meet the requirements of the SEPA Official's issuance of Mitigated Determination of Non-Significance (MDNS) dated July 15, 2020.
8. If applicable, the applicant may be required to obtain an NPDES Construction Storm Water General Permit from the Washington State Department of Ecology, as well as all other permits (site grading permit, SWPPP, etc.) that may be required as a result of plat development. Subdivision and land development activities shall follow the requirements of the Ellensburg City Code, including the Design Standards.
9. All requirements of utility providers, City departments, and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
10. No certificates of occupancy shall be issued prior to completion of required public improvements in a manner acceptable to the City in its sole discretion. Issuance of any certificate of occupancy prior to full completion of any of the required improvements shall not be deemed to be a waiver of this section, and such issuance shall not stop the City or impair its ability to demand full completion of required improvements prior to issuance of any further certificates of occupancy.

Section 4. The Ellensburg City Council makes the following conclusions of law:

A. As conditioned, the proposed use is consistent with the intent, purposes and regulations of the Ellensburg City Code and Comprehensive Plan.

B. As conditioned, the proposal does conform to the standards specified in Ellensburg City Code.

C. As conditioned, the use will comply with all required performance standards as specified in the Ellensburg City Code.

D. As conditioned, the proposed use will not be contrary to the intent or purposes and regulations of the Ellensburg City Code or the Comprehensive Plan.

E. As conditioned, this proposal does comply with Comprehensive Plan, the zoning code and other land use regulations, and SEPA.

F. Any Finding of Fact that is more correctly a Conclusion of Law is hereby incorporated as such by this reference.

Section 5. This resolution is the final decision of the City of Ellensburg upon this matter.

Section 6. Notice is hereby given that appeal of the land use decision shall be barred unless a petition requesting review is filed in the Superior Court of the State of Washington and properly served within twenty-one (21) days after passage of this resolution in accordance with Chapter 36.70C of the Revised Code of Washington.

Passed this 19th day of October, 2020.

MAYOR

Attest: _____
City Clerk



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: October 19, 2020

Item Title/Agenda Subject: Resolution to Approve Siting of Essential Public Facility (P20-010) Kittitas County Transfer Station - Legislative Open Record Public Hearing

Submitted by: Shannon Johnson Community Development

Recommended Action or Motion:

- 1) Hold Open Record Legislative Hearing and consider approval of the siting of a new transfer station, which is classified as an Essential Public Facility, as recommended by the Planning Commission.
- 2) Adopt the attached Resolution approving the Siting of an Essential Public Facility, for the location of a new Kittitas County Solid Waste transfer station.
- 3) Direct staff to docket a Comprehensive Plan amendment in 2021 to provide for further guidance on the siting of future essential public facilities, followed by relevant amendments to the criteria in the Land Development Code.

Background/Summary: Kittitas County Solid Waste is seeking approval for the siting of an essential public facility, specifically for the locating of a new transfer station facility to replace and upgrade the existing facility currently operating at 1001 Industrial Way.

A SEPA Mitigated Determination of Non-significance (MDNS) (Exhibit 6) was issued on July 6, 2020 for the Essential Public Facility proposal, in order to move the existing Ellensburg Transfer Station located at 1001 Industrial Way, and the existing Kittitas County Public Works Department (PWD) Lower County Shop (Maintenance Facility) located at 505 W. 14th Street, to parcel 611033 in northwest Ellensburg as shown in Exhibit 7.3. The maintenance facility is not an essential public facility and, therefore, it is not subject to this review.

The conceptual design provided in Exhibit 7.4 covers an approximate 50-acre area with approximately 5,000 feet of

roadway, 23 acres of impervious surface, 1 to 1 1/2 acres of stormwater ponds, and 11 stand-alone buildings.

A short plat is being processed concurrently to divide the currently 50.58-acre site located on Parcel ID# 611033 into two parcels, a northern site for location of the maintenance facility, and a southern site, 38.84-acres in size, (for location of the transfer station.

If Council approves the Essential Public Facility application following the open record public hearing, staff requests Council adopt the attached Resolution approving the siting of the new transfer station, as an Essential Public Facility

LOCATION

The existing 50.58-acre parcel located in the northwestern portion of the City of Ellensburg, in Kittitas County, Washington, is shown on Tax Map No. 18-18-28030-008 as Assessor's tax parcel ID# 611033 owned by Kittitas County Solid Waste, see Exhibit 1. The parcel site is bounded to the west by State Highway 97 (US 97), to the north by the Burlington Northern Railroad and Old Highway 10, and to the east and south by private, undeveloped properties. The west and north boundaries of the parcel form the boundary of the city limits. The parcel is addressed as Hwy 97, Ellensburg WA 98926; the full legal description is found in Exhibit 7.2.

Once the short plat has been finalized and recorded, the southern lot proposed for the location of the transfer station (Lot B) will be approximately 38.84 acres in size. See Short Plat survey map, Exhibit 2.

SITE SELECTION

The County selected the Transfer Station location by performing an extensive site screening and selection process. The comprehensive regional site selection process evaluated over 60 sites using initial siting criteria of parcels greater than 25 acres located within 2 miles of the City of Ellensburg or the town of Kittitas and other screening criteria.

The initial 60+ potential sites were narrowed to 11 sites using a list of secondary siting criteria. An extensive public involvement program was used to obtain valuable citizen input on the

location and features of the new facility. The 11 shortlisted sites were reviewed by representatives from the City of Ellensburg and the County. Using updated City/County zoning, land use discussion, and urban growth area information, the list was further refined to three potential sites for community input. The chosen site was identified as Site 33, US 97/Old Highway 10, or simply Highway 97. The site does contain a 100-year floodplain irrigation ditch, but it was determined to be the best candidate because the floodplain could be relocated to the perimeter of the site to maximize available space for the Transfer Station and other facilities.

The County's Solid Waste Advisory Committee (SWAC), consisting of representatives of cities and towns within the County, the waste management industry, local elected officials, and citizens of Kittitas County, participated in the site selection process and agreed with the final selected site. The Board of County Commissioners approved the site at their September 4, 2018, meeting. The County purchased Parcel 611033 to enter the permitting and master planning process.

The County initiated site predevelopment discussions with the City in September 2018. The first application was submitted on December 14, 2018. On September 10, 2019, the first application was modified to include a new Public Works Department Maintenance Facility on the future northern lot (proposed Lot A). The maintenance facility is an outright permitted use within the I-L zone, and the use itself is not subject to this Essential Public Facility review.

ZONING

A zoning map of the parcel and surrounding properties is attached as Exhibit 3. The property is zoned as Industrial Light (I-L). A "solid waste handling facility" falls within the category of "public agency or utility," a use which is permitted in the Light Industrial (I-L) zone.

The zoning of the surrounding properties is discussed below:

North: Property to the north, on the opposite side of Old Highway 10, is located within County jurisdiction and is zoned Agriculture – 5.

South: The south extent of the property borders a large parcel of undeveloped land within the City limits, and is zoned

Commercial Highway (C-H).

East: Property directly to the east is within City limits, is zoned Commercial Tourist (C-T) and is undeveloped.

West: To the west, the property borders the City Limit boundary, and across Highway 97 the land is located within the County Jurisdiction and is zoned General Industrial.

A map of the comprehensive plan designation is attached as Exhibit 4. The future land use designation for this parcel is Light Industrial.

While both the zoning and the comprehensive plan support the proposed location, it should also be noted that RCW 36.70A.200 (5) states that “No local comprehensive plan or development regulation may preclude the siting of essential public facilities”.

Previous Council Action: N/A

Analysis: The Transfer Station is considered an essential public facility according to WAC 365-196-550 and Revised Code of Washington RCW 36.70A.200 (cited in ECC 15.250.110).

Specifically RCW 36.70A.200 states the following:
"Essential public facilities include those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140, regional transit authority facilities as defined in RCW 81.112.020, state and local correctional facilities, **solid waste handling facilities**, and inpatient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities as defined in RCW 71.09.020."

The City procedures for approving the siting of an Essential Public Facility are outlined in Ellensburg City Code (ECC) 15.220.110(C) and are subject to the Type V review process. As described in ECC 15.210.030(E), Type V processes "...are legislative, nonproject decisions made by the city council under its authority to establish policies and regulations regarding future private and public developments, and management of public lands", which includes the siting of essential public

facilities.

Type V processes are first reviewed by the Planning Commission in an open record public meeting. The Commission then forwards a recommendation to City Council, the final decision-making body, for consideration during an open record public hearing.

Notice of this October 19, 2020 City Council Public Hearing was published in the Daily Record on Tuesday, September 29, 2020 (Exhibit 8), and the site was posted with the land use action sign (Exhibit 9). At this time, no public comments have been received. Comments from City departments are attached to this report as Exhibits 5.1 thru 5.5.

PLANNING COMMISSION REVIEW AND RECOMMENDATION

The open record public hearing before the City of Ellensburg Planning Commission was held on August 27, 2020.

At that meeting, Patti Johnson, Director of the Kittitas Solid Waste, spoke in favor of the proposal. She also testified that she agreed with all of the representations contained within the staff report and had no objection to the staff-recommended condition of approval. Consultants for Kittitas County also provided informational details about the project. No members of the public provided comment during the hearing.

At the conclusion of the public hearing, the Planning Commission determined that the request is consistent with the criteria described in Ellensburg City Code (ECC) 15.250.110 pertaining to Siting of Essential Public Facilities. Therefore, they recommended that City Council approve the siting of the transfer station, as an Essential Public Facility, with the following condition:

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

DECISION CRITERIA

In Council's review of this proposal, it is important to consider the goals and policies of the comprehensive plan, applicable City Code requirements, as well as public and agency comments. The application must be found to be in conformance with the following decision criteria for the siting of Essential Public Facilities as set forth in ECC 15.250.110(C):

1. The amendment is in accordance with all city ordinances and the comprehensive plan (notably Chapter 11, Essential Public Facilities), including:
 - a. The future land use map;
 - b. The capital facilities element and budget; and
 - c. The utilities, community housing, economic development, urban growth area, and transportation elements;
2. The amendment will not adversely affect the public health, safety or general welfare; and
3. The amendment is not contrary to the best interest of the citizens and property owners of the city.

After review of the application and the decision criteria, the City Council is the final decision-making body.

ANALYSIS OF DECISION CRITERIA

The applicant has submitted an application with a narrative and project design documents addressing the above three criteria. The information submitted by the applicant is followed by staff analysis.

1. The amendment is in accordance with all city ordinances and the comprehensive plan (notably Chapter 11, Essential Public Facilities), including:
 - a. The future land use map;
 - b. The capital facilities element and budget; and
 - c. The utilities, community housing, economic development, urban growth area, and transportation elements;

Applicant narrative and supporting application materials:

- a. The future land use map;
The site is located in a Light Industrial (I-L) zone that is currently used for grazing. The Future Land Use Map indicates

the site is to remain zoned I-L. The Transfer Station is considered an essential public facility according to WAC 365-196-550 and Revised Code of Washington RCW 36.70A.200 (cited in ECC 15.250.110). The Ellensburg Land Use Code does not explicitly identify “solid waste handling facility” as an I-L use, but the P19-106 Pre-Application Report concluded I-L allows for the full range of uses including public utility agencies and their associated utility yards.

b. The capital facilities element and budget; Ellensburg is a full-service municipality. The Transfer Station is a replacement and upgrade of an existing facility that is necessary to accomplish the level of service (LOS) standard of weekly curbside refuse collection and fulfill Capital Facilities and Utilities Goals of the Comprehensive Plan, including: Goal CFU-1: Ensure that system services are delivered in a safe and reliable manner and are in compliance with regulatory requirements.

Policy C: Continue to follow and enforce existing city standards for public facilities and services.

Program 3: Continue to coordinate affordable and reliable collection of solid waste and recycling collection services that meets the needs of city residents.

The proposed new Transfer Station is an essential facility that allows the County and the City to provide affordable solid waste service because it enables commercial and self-haulers to transport materials a much shorter distance than direct hauling solid waste over 70 miles to the Wenatchee landfill. The new Transfer Station will provide efficient and cost-effective unloading, processing, and transfer of solid waste and other material. The new facility will be reliable because it will not be prone to downtime associated with seasonal flooding. The Transfer Station will meet all regulatory requirements, including the Minimum Functional Standards for Solid Waste Handling WAC 173-304, and specifically WAC 173-304-410 for Transfer Stations.

Furthermore, as described in the Comprehensive Plan and the 2010 Kittitas County Solid Waste and Moderate Risk Waste Management Plan Update, demand for capital facilities will grow in the next 20 years and the demand must be accommodated and anticipated through new capacity and

improved management. To meet the LOS standard for solid waste management that the community adopted, the City needs to relocate and improve the Transfer Station where collection trucks can transfer to long-haul vehicles. The new Transfer Station will provide sufficient areas for public and private customers to transfer material into long-haul vehicles for efficient transportation to the Wenatchee Landfill.

c. The utilities, community housing, economic development, urban growth area, and transportation elements;

Utilities

The proposed Transfer Station is a key component of the County's integrated waste management system. The facility will provide an efficient and cost-effective facility to accept, process, load, and haul municipal solid waste, green waste, and recyclable materials to final end use destinations. City of Ellensburg residents and businesses have the opportunity to participate in curbside trash and recycling service provided by a Washington Utilities and Transportation Commission-permitted private hauler. Support of the County's operation of composting and recycling facilities in the City is an explicit goal of the Capital Facilities and Utilities element of the City's Comprehensive Plan.

Community Housing

While housing goals specific to solid waste management do not exist, the proposed project does not conflict with goals to preserve existing neighborhoods or provide a variety of housing types and housing opportunities.

Economic Development

Economic Development goals of the Comprehensive Plan focus on: partnerships that support economic opportunities, diversification and stimulation of Ellensburg's economy, workforce growth, downtown development, tourism, and energy efficiency. While there are no goals specific to solid waste management, the transfer station plays a role in accomplishing all of these goals if it can be expanded to accommodate residential and economic growth and be

completely reliable by relocating outside of a floodplain that experiences seasonal flooding.

An example of the broad economic development goals, policies and programs that the transfer station, as an essential public facility, contributes to:

Goal ED-2: Stimulate and diversify Ellensburg's economy.

Policy B: Promote the retention and expansion of existing businesses as well as the development of new businesses.

Program 5: Continue to provide high quality and cost-efficient city services and facilities and promote these as one of Ellensburg's economic development assets.

Urban Growth Area

The proposed new Transfer Station is located within the City of Ellensburg boundary and within the urban growth area.

The Growth Management Act requires public facilities to adequately support development, which is forecasted to grow.

The Transfer Station is designed for population growth and development through 2040.

Transportation

The Growth Management Act requires communities to adopt LOS standards for transportation facilities and to support future land use through compliance with the transportation element of the Comprehensive Plan. A new Minor Collector has been proposed on the southern boundary of the property to accommodate the transportation element of the Comprehensive Plan. The Minor Collector increases connectivity, which in turn supports the I-L land use and use of adjacent properties.

A road access reclassification request for US 97 has been submitted to the Washington Department of Transportation (WSDOT) and Quadco by Kittitas County and the City of Ellensburg in support of the project. It will change a portion of US 97 from Class 1 to Class 3 (from milepost 134.82 to the intersection with Old Highway 10). This reclassification is consistent with the current Class 3 designation of US 97 immediately south of the above section (milepost 134.16 to 134.82), which is designated as Class 3. This request is

currently awaiting signature by WSDOT.

The Traffic Impact Assessment conducted for the project determined the queue length for the solid waste and recycling drop-off at the scalehouse will be contained within the site and will not result in spillback onto the new Minor Collector road or US 97. The study analyzed future traffic conditions at five intersections. When the Transfer Station and Maintenance Facility are operational, the intersections will continue to operate in their current LOS. The intersection of Reecer Creek Road at W. University Way would degrade in LOS regardless of the project.

Staff analysis: Staff finds that the proposed siting of the transfer station is in keeping with all city ordinances and is supported by the various elements of the Comprehensive Plan as described in the applicant's narrative above. Staff would recommend, however, that the City docket a Comprehensive Plan amendment in 2021 to provide for further guidance on the siting of other future essential public facilities. This would likely necessitate the need to also amend the Land Development Code to reflect any amendments to the Comprehensive Plan.

2. The amendment will not adversely affect the public health, safety or general welfare;

Applicant narrative and supporting application materials:

The new Transfer Station will result in numerous improvements to public health and safety. They include:

- a. End flooding of the existing transfer station.*
- b. Provide safer solid waste unloading and operation areas.*
- c. Provide a safer recycling area.*
- d. Improve the compost technique from windrows to an aerated static pile and windrow curing batch process.*
- e. Enclose the Transfer Building and reduce impacts from odor, vector control, and noise.*

The Transfer Station will not adversely affect public health because it will comply with local, state, and federal regulations and permits associated with solid waste handling, air quality, stormwater, floodplain, wetlands, traffic, and other public health, environmental, and safety factors. The State

Environmental Policy Act (SEPA) Environmental Checklist prepared for the project indicates the project elements will not have a significant adverse effect on social, environmental, and cultural resources. The City's review and evaluation of the Environmental Checklist and final SEPA determination is part of this essential public facility evaluation.

Because multiple permitting agencies are involved in Transfer Station siting and operations, City of Ellensburg staff can participate in a multijurisdictional review process and be afforded use of the data, analysis, and environmental documents prepared in that process for any and all required permits. The Transfer Station will contribute to the weekly curbside refuse collection LOS goal in the Comprehensive Plan as well as accommodate projected population growth and development, all of which benefit the general welfare of the community.

Staff analysis: In addition to improving the public health and safety and the above objectives, staff finds that the project provides several public benefits and enhancements for the livability and vitality of the community's future. The proposed new Transfer Station is an essential facility that allows the County and the City to provide affordable solid waste service because it enables commercial and self-haulers to transport materials a much shorter distance than direct hauling solid waste over 70 miles to the Wenatchee landfill. The new Transfer Station will provide efficient and cost-effective unloading, processing, and transfer of solid waste and other material. The new facility will be reliable because it will not be prone to downtime associated with seasonal flooding. The Transfer Station will meet all City and State regulatory requirements, including the Minimum Functional Standards for Solid Waste Handling WAC 173-304, and specifically WAC 173-304-410 for Transfer Stations.

3. The amendment is not contrary to the best interest of the citizens and property owners of the city. In addition, the director shall determine if the facility serves a regional, countywide, statewide or national need. If it does, then the director may condition the review with a requirement that the review process include one or more sites in parts of the service area outside of Ellensburg.

Applicant narrative and supporting application materials:

The Transfer Station and PWD Maintenance Facility will provide the County with solid waste, recycling, moderate hazardous waste, and composting services. The Transfer Station will house the administrative offices which facilitate the same services Countywide. The County facilitated a comprehensive site selection process, reviewing over 60 sites including numerous sites outside of the City limits. The Site Selection Study is available online at:<https://kittitascountytransferstation.participate.online/Media/D>

The County hosted community meetings during the site selection process (see <https://kittitascountytransferstation.participate.online/>). Public considerations and values expressed online and during community meetings included:

- Provide convenience and accessibility for users.*
- Avoid residential areas.*
- Consider routes and traffic (especially easy access to Interstate 90).*
- Consider utility water availability and stormwater impacts.*
- Develop a solution that reflects economic efficiency.*

In addition, the County facilitated a meeting with adjacent property owners in order to choose the most beneficial location for the Minor Collector road. Citizens and property owners will continue to have an opportunity to express their interests during the future public hearing process for the Type V permit process.

The amendment serves the interest of the citizens and property owners of the City by providing an environmentally safe solid waste handling location offering long-term use for the community in accordance with RCW 70.95.010:

(b) It is the responsibility of state, county, and city governments to provide for a waste management infrastructure to fully implement waste reduction and source separation strategies and to process and dispose of remaining wastes in a manner that is environmentally safe and economically sound.

Staff analysis: The County has provided transparency

throughout their rigorous public participation process. Staff agrees that the new facility on the proposed site serves the interest of the citizens and property owners of the City by providing an environmentally safe solid waste handling location offering long-term use for the community in accordance with RCW 70.95.010. In addition, it has been determined by the Director that the facility will serve a countywide need.

STAFF RECOMMENDATION

The Planning Commission's recommendation to approve the request from Kittitas County Solid Waste for siting of an essential public facility is consistent with the criteria required for the siting of an essential public facility in ECC 15.250.555, and staff therefore recommends the Council approve the proposed location as a suitable site for the new transfer station.

Financial Impact:

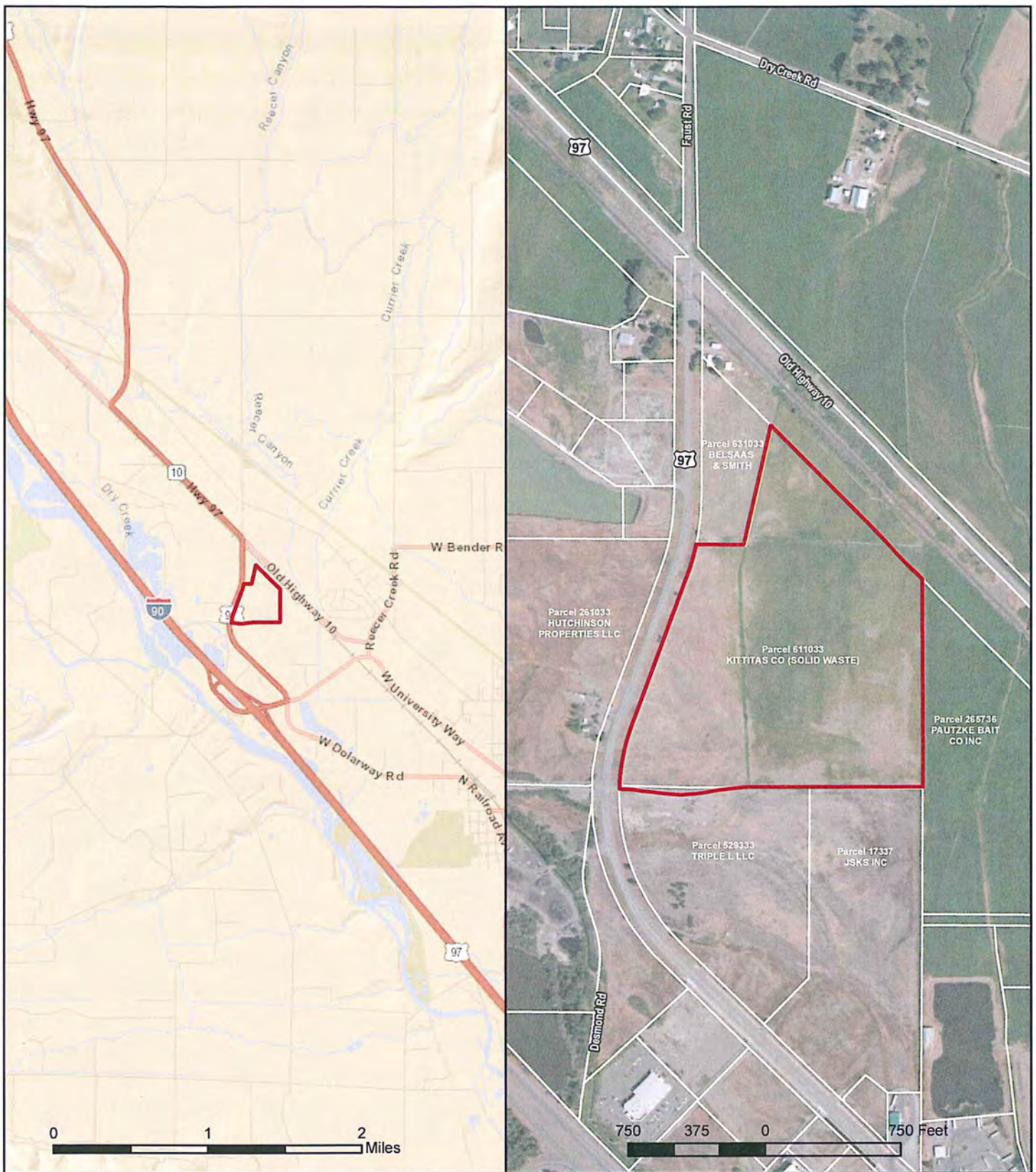
Minimal fiscal impact. The work to complete suggested action number 4 (comprehensive plan amendment) will be funded within current Community Development departmental budget levels, to be put forward in the City Manager's 2021-2022 biennial budget.

Attachments:

[P20-010 Index of Exhibits](#)
[P20-010 Exhibits](#)
[P20-010 Resolution](#)

Index of Exhibits

1. Location Map (1 pg)
2. Draft Preliminary Short Plat Survey (2 pgs)
3. Current Zoning Map (1 pg)
4. Comprehensive Plan Land Use Designation Map (1 pg)
5. Departmental Review Comments, Including:
 1. P19-106 Pre-Application Report Page (2 pgs)
 2. November 12, 2019 Utilities Gas Memo Comments (2 pgs)
 3. November 21, 2019 Public Works Memo Comments (6 pgs)
 4. November 19, 2019 Planning Memo Comments (5 pgs)
 5. November 25, Energy Services Light Memo Comments (2 pgs)
6. SEPA MDNS (2 pgs)
7. Essential Public Facilities Application Materials Including:
 1. Land Use Application Cover Page (1 pg)
 2. Applicant's Project Narrative (6 pgs)
 3. Project Site Location Map (1 pg)
 4. Transfer Station Site Development Plan (1pg)
8. Legal Notice of City Council Open Record Hearing (2pgs)
9. Email Verification of Posting of Land Use Action Sign for Open Record Public Hearing (2 pgs)



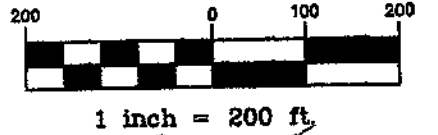
Locator Map ————— **Legend** —————



Site Boundary



Figure 1
Kittitas County Transfer Station
and Maintenance Facility
Relocation Project
SITE LOCATION



1 inch = 200 ft.

RECEIVED

FEB 13 2020

COMMUNITY DEVELOPMENT

KITTITAS COUNTY SHORT PLAT
PART OF SECTION 28, T. 18 N., R. 18 E., W.M.
KITTITAS COUNTY, WASHINGTON

LEGEND

- 
 SET 5/8" REBAR W/ CAP
 - "CRUSE 36815"
 FOUND ENCASED MONUMENT
 FOUND AS NOTED
 FENCE
 () RECORD INFORMATION

APPROVALS

THIS SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG SUBDIVISION ORDINANCE. ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH.

DATE _____

THIS SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG SUBDIVISION ORDINANCE. ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH.

DATE _____

THIS SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG SUBDIVISION ORDINANCE. ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH.

DATE _____

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE SHORT PLATTED PROPERTY DESCRIBED HEREON ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN PAID AND DISCHARGED. PARCEL #611033

DATE _____

NOTICE: THE APPROVAL OF THIS PLAT IS NOT A
GUARANTEE THAT FUTURE PERMITS WILL BE GRANTED.

KITTITAS COUNTY (SOLID WASTE)
925 INDUSTRIAL WAY
ELLENSBURG, WA 98926

ZONE: LIGHT INDUSTRIAL

CALC.,
SEE NOTE 4
29 28
32 33

CALC.,
SEE NOTE 4

29 28
32 33

R=1200.00'
L=1383.17'
D=66°02'30"

BK 41 OF SURVEYS, PG 47

1. THIS SURVEY WAS PERFORMED USING A TOPCON GTS SERIES TOTAL STATION AND/OR SURVEY GRADE GPS. ACCURACY COMPLIES WITH THE REQUIREMENTS SPECIFIED IN WAC 332-130-080 AND 090.

2. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH IS RESERVED ALONG ALL LOT LINES. THE 10 FOOT EASEMENT SHALL ABUT THE EXTERIOR PLAT BOUNDARY AND SHALL BE DIVIDED 5 FEET ON EACH SIDE OF INTERIOR LOT LINES. SAID EASEMENT SHALL ALSO BE USED FOR IRRIGATION.

3. PER RCW 17.10.140 LANDOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING THE SPREAD OF NOXIOUS WEEDS. ACCORDINGLY, THE KITTITAS COUNTY NOXIOUS WEED BOARD RECOMMENDS IMMEDIATE RESEEDING OF AREAS DISTURBED BY DEVELOPMENT TO PRECLUDE THE PROLIFERATION OF NOXIOUS WEEDS.

4. FOR SECTION SUBDIVISION, SECTION AND QUARTER SECTION CORNER DOCUMENTATION, BASIS OF BEARINGS AND ADDITIONAL SURVEY INFORMATION, SEE BOOK 42 OF SURVEYS, PAGE 83 AND THE SURVEYS REFERENCED THEREON.

Filed for record this _____ day of _____.

2020, at _____M., in Book L of Short Plats

at page(s)_____at the request of Cruse & Associates.

RECEIVING NO. _____

JERALD V. PETTIT by: _____
KITITAS COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of KITTITAS COUNTY in AUGUST of 2019. /

PRELIMINARY
ONLY

CHRISTOPHER C. CRUSE
Professional Land Surveyor
License No. 36815

DATE 2/10/2020

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

KITTITAS COUNTY SHORT PLAT

KITTITAS COUNTY SHORT PLAT
PART OF SECTION 28, T. 18 N., R. 18 E., W.M.
KITTITAS COUNTY, WASHINGTON

P-20-

ORIGINAL PARCEL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, LYING EAST OF THE COUNTY ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER SECTION CORNER ON THE SOUTH BOUNDARY OF SECTION 28 AND RUNNING SOUTH 89°56' WEST ON THE SECTION LINE, 458.8 FEET TO THE EAST LINE OF THE COUNTY ROAD; THENCE NORTH 16°47' EAST ALONG SAID ROAD, 203.3 FEET; THENCE NORTH 19°54' EAST ALONG SAID ROAD, 1,004.3 FEET; THENCE NORTH 18°12' EAST ALONG SAID ROAD, 183.7 FEET TO A POINT ON THE QUARTER SECTION LINE; THENCE SOUTH ON THE QUARTER SECTION LINE, 1,313.0 FEET TO THE PLACE OF BEGINNING;

AND

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 18 EAST, W., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER WHICH IS THE TRUE POINT OF BEGINNING; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 973.8 FEET; THENCE NORTH 09°38' EAST, 785.94 FEET TO THE SOUTH RIGHT OF WAY BOUNDARY OF THE NORTHERN PACIFIC RAILROAD; THENCE SOUTH 47°55' EAST ALONG SAID SOUTH RIGHT OF WAY BOUNDARY, 1,133.8 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 02°41' EAST, ALONG SAID EAST LINE, 15.0 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ANY PORTION LYING WITHIN THE BURLINGTON NORTHERN RAILROAD;

AND

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

EXCEPT ANY PORTION LYING WITHIN THE BURLINGTON NORTHERN RAILROAD;

AND EXCEPT FROM ALL OF THE ABOVE:

1. RIGHT OF WAY FOR STATE HIGHWAY NO. 3 (SR-90) WEST SIDE CANAL TO BULL ROAD AS CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED JUNE 10, 1965 AND RECORDED SEPTEMBER 21, 1965, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 324287;

2. RIGHT OF WAY FOR STATE HIGHWAY NO. 2-I (SR 131) WEST ELLENSBURG INTERCHANGE TO NORTHERN PACIFIC RAILWAY AS CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED JUNE 10, 1965 AND RECORDED SEPTEMBER 22, 1965 UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 324319.

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT KITTITAS COUNTY, A MUNICIPAL CORPORATION, THE UNDERSIGNED OWNER OF THE HEREIN DESCRIBED REAL PROPERTY, DOES HEREBY DECLARE, SUBDIVIDE AND PLAT AS HEREIN DESCRIBED.

IN WITNESS WHEREOF, I HAVE SET MY HAND THIS _____ DAY OF _____, A.D., 2020.

KITTITAS COUNTY

NAME
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

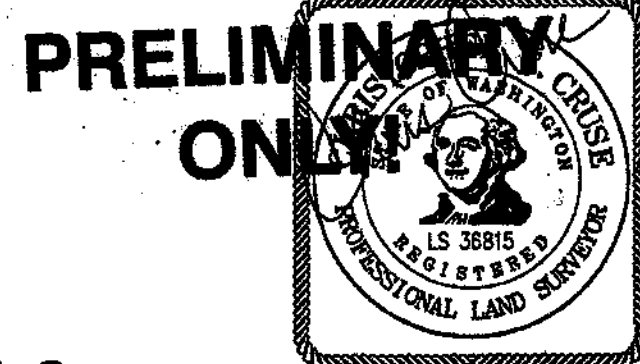
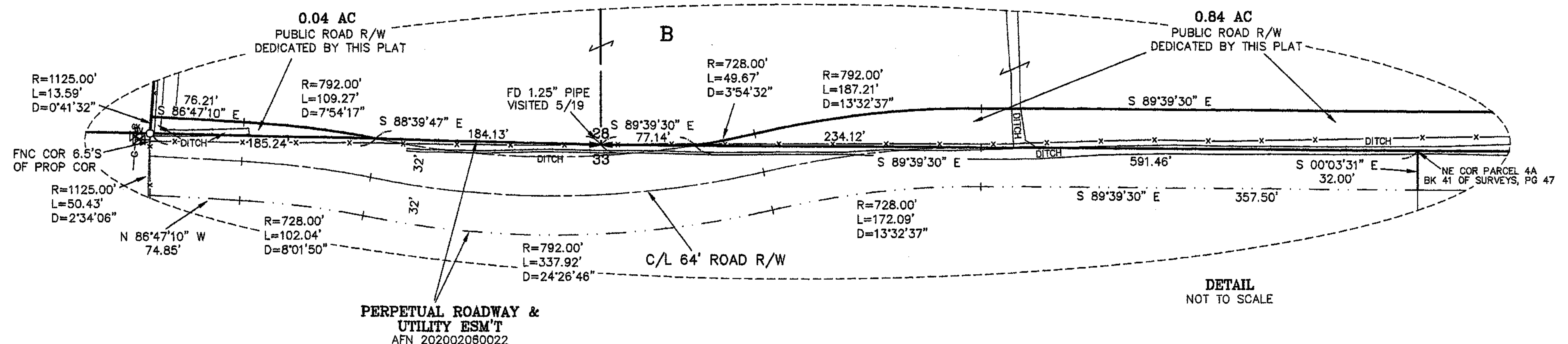
ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.
COUNTY OF KITTITAS }

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, A.D., 2020, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS FOR KITTITAS COUNTY, A MUNICIPAL CORPORATION, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT _____
MY COMMISSION EXPIRES: _____



SHEET 2 OF 2

2/10/2020

AUDITOR'S CERTIFICATE

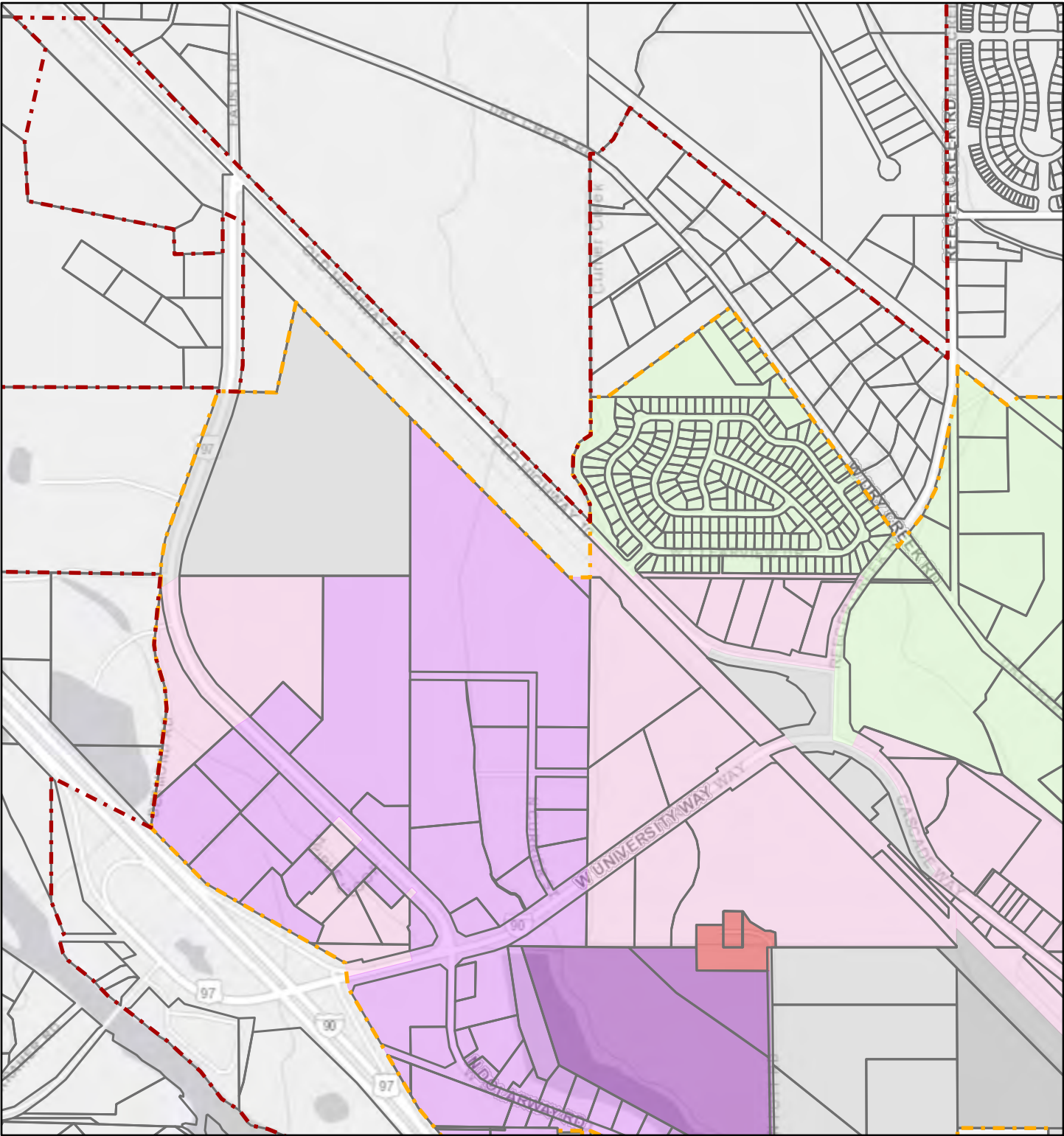
Filed for record this _____ day of _____
2020, at _____ M., in Book L of Short Plats
at page(s) _____ at the request of Cruse & Associates.

RECEIVING NO. _____

JERALD V. PETTIT BY:
KITTITAS COUNTY AUDITOR

CRUSE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
217 East Fourth Street P.O. Box 959
Ellensburg, WA 98926 (509) 962-8242
KITTITAS COUNTY SHORT PLAT

Exhibit 3 Zoning Map



10/9/2020, 5:29:17 PM

- Urban Growth Area

City Limits

County Parcels

Parcel Labels

City Parcels

Zoning

RS

RM

PUD

CH

CT

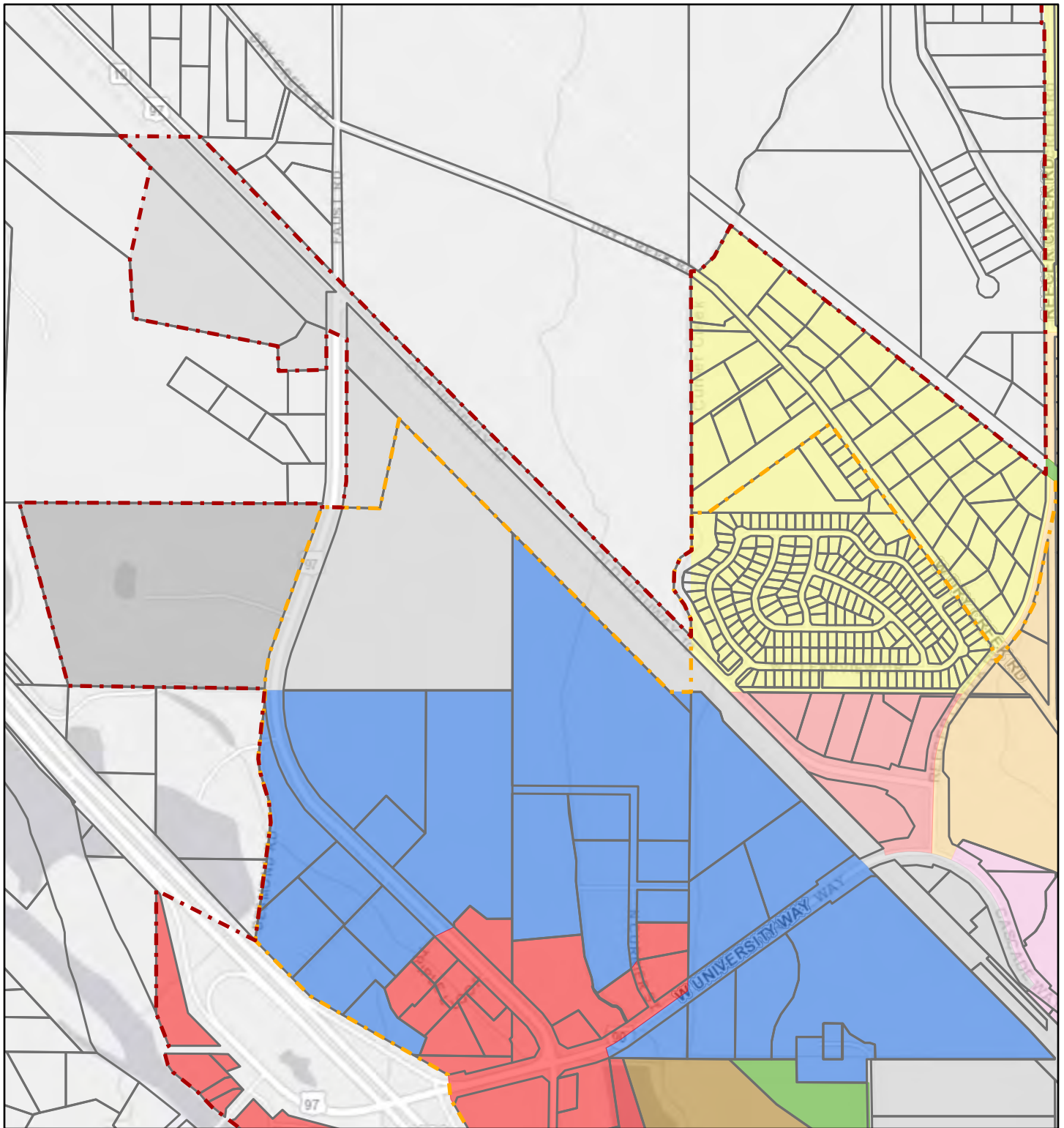
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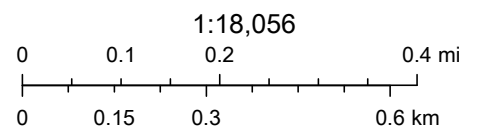
Major Arterial
- A scale bar with two units. The top scale is in miles, ranging from 0 to 0.4 with increments of 0.1. The bottom scale is in kilometers, ranging from 0 to 0.6 with increments of 0.15. The text '1:18,056' is centered above the scales.
- Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community
- Kittitas County Public Works | Kittitas County Auditor | U.S. Fish and Wildlife Service, National Standards and Support Team, wetlands_team@fws.gov | Esri, HERE | Esri, HERE | Ellensburg GIS 238

Exhibit 4 Future Land Use Designation Map



10/9/2020, 5:32:54 PM

- Urban Growth Area
 - City Limits
 - County Parcels
 - Parcel Labels
 - City Parcels
- Future Land Use Designations**
- Residential neighborhood
 - Blended residential neighborhood
 - Community mixed use
 - Neighborhood commercial
 - Mixed business park
 - General commercial and services



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community



City of Ellensburg
Community Development
501 N. Anderson
Ellensburg, WA 98926
(509) 962-7231

RECEIVED 02/03/2020
COMMUNITY DEVELOPMENT
P19-106

P19-106

Pre-Application Report

PROJECT NAME: KITTITAS CO TRANSFER STATION 2ND PRE APP

SITE ADDRESS: HWY 97 ELLENSBURG ELLENSBURG

PROJECT DESCRIPTION: KITTITAS CO TRANSFER STATION 2ND PRE APP

PARCEL: 611033

APPLICANT: KITTITAS CO (SOLID WASTE)
925 INDUSTRIAL WAY ELLENSBURG, WA
98926

OWNER: KITTITAS CO (SOLID WASTE)
925 INDUSTRIAL WAY
ELLENSBURG, WA 98926

FEES:	<u>Paid</u>	<u>Due</u>
Pre-Application Review		\$500.00
Totals :		\$500.00

PRE-APPLICATION MEETING COMMENTS

- * FIRE MARSHAL; Address numbers are required visible from the address side of the structure. Use minimum 6" or taller contrasting numbers or letters for 50 foot setback or less. Use minimum 8"-12" tall contrasting numbers or letters for setback more than 50 feet.
- * FIRE MARSHAL; Fire Department Key Access: The (Knox) key box shall be installed 3 to 5 feet above grade immediately to the right of the address side main entrance door or as designated by the Fire Department. The building operator shall directly notify the Fire Marshal and provide a new key when the lock is changed
- * FIRE MARSHAL--Emergency vehicle access must meet current fire code requirements including aerial apparatus access.
- * FIRE MARSHAL--Fire hydrant numbers and spacing must meet current fire code requirements.
- * BUILDING DEPARTMENT: Design all structures in accordance with all provisions of all applicable WA State Building Codes; including but not limited to IBC, IFC, IMC, IFGC, UPC, WA State Energy Codes.
- * BUILDING DEPARTMENT: Design all structures to meet all requirements of State and Local code requirements for construction in a floodplain. Provide all necessary floodplain elevation certificates.
- * ENERGY GAS; See attached comment letter.
- * PUBLIC WORKS; See Attached Comment Letter
- * PLANNING; See Attached Comment Letter.
- * ENERGY LIGHT; See Attached Comment Letter.



City of Ellensburg
Community Development
501 N. Anderson
Ellensburg, WA 98926
(509) 962-7231

Pre-Application Meeting
P19-106

APPLICANT CERTIFICATION:

* I certify that I am the owner of the property described above (or) the owner(s) authorized agent and I have been given express permission by the owner(s) of the property to sign for and obtain the above list of Pre-Application Meeting comments. I understand and agree that the above list of comments may not be a comprehensive list, and the City of Ellensburg and/or other agencies having jurisdiction in the City of Ellensburg may have other items that need to be addressed before a Permit can be issued.

Signature of Owner: (or) Authorized Agent:		Date:	1/30/20
Print Name:	Patti Johnson		



CITY OF ELLENSBURG

Public Works & Utilities Department

501 North Anderson Street; Ellensburg, WA 98926

Ph: (509) 962-7124 Fax: (509) 925-8662

www.ci.ellensburg.wa.us

Memorandum

Date: November 12, 2019

To: Shannon Johnson, Community Development

From: Darin Yusi, Gas Engineer 

Re: Kittitas County Transfer Station – P19-160

The following are the Gas Division's comments on the proposed Kittitas County Transfer Station and Maintenance Facility located on Parcel 611033.

Natural Gas:

There is currently a 6-inch PE gas main running to the southwest corner of the proposed property.

As discussed in the pre-application meeting, it is required for the developer to install natural gas facilities (main and service stubs) throughout the developed property. This includes the property frontage along SR97 and along the new collector street that runs the length of the parcel on the South end. Service stubs are not being required for this development.

As stated in the pre-application, the applicant will be responsible for all costs associated with the trenching, bedding, backfill, and installation of gas facilities in accordance with the attached detail sheet.

The City Gas Division has 7 Operator Qualified (OQ) crew members that are capable of installing the facilities at a time and materials rate. If the applicant decides to hire a contractor to do the work, the contractor will need to submit documentation of their Operator Qualifications to be approved by the City Gas Division, as well as perform fusion tests which will also be approved by the City. The City will also require an inspector onsite during any gas piping or bedding work at the expense of the applicant.

The applicant indicated that they will not be using natural gas for any of the new facilities. However, if the applicant decides to serve the property with gas, they will need to complete a Main & Service Line Agreement. Contact the City Gas Division at 509-962-7124 for further questions regarding gas service.

Remember any contractor digging on the property or in the right of way must call the One-Call Underground Utility Notification Center - 811.



CITY OF ELLENSBURG
NATURAL GAS DIVISION
UTILITY MAP INFORMATION

PROJECT ADDRESS

SR97 - PARCEL #611033

DATE

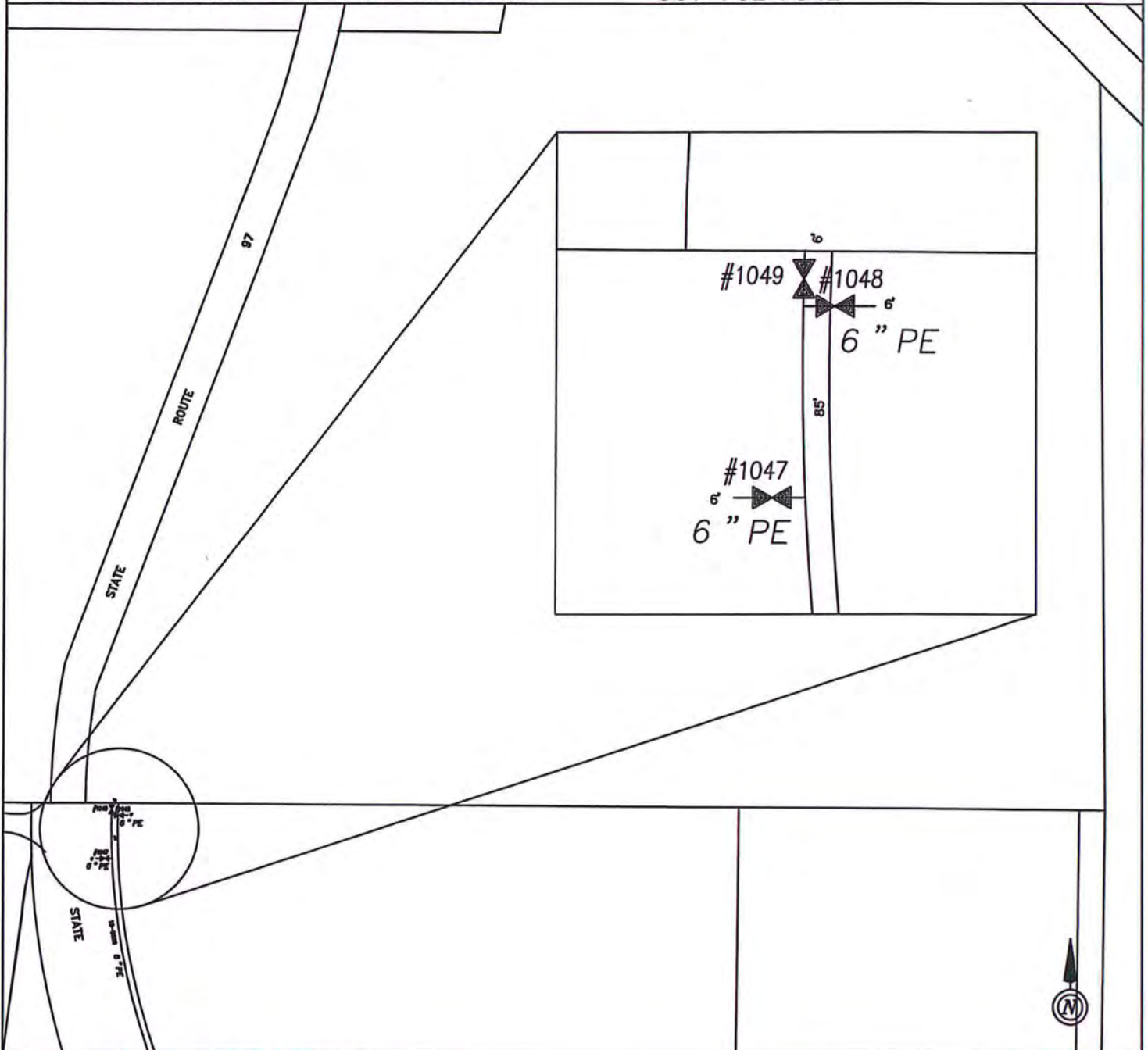
11/12/19

CONTACT NAME

KITTITAS COUNTY - PATTI JOHNSON

WORK PHONE

509-962-7542



QUESTIONS: DARIN YUSI 509-962-7229

DISCLAIMER:

THE CITY OF ELLENSBURG ENERGY SERVICES DEPARTMENT CANNOT VERIFY THE ACCURACY OF THE UTILITIES REPRESENTED ON THIS PLAN. THEY ARE DISPLAYED FOR EASE OF PLANNING AND INSTALLATION AND ARE BASED UPON BEST INFORMATION AVAILABLE. CONTRACTORS AND DEVELOPERS SHOULD REFER TO CIVIL PLAN FOR MOST CURRENT DESIGN REVISION AND CALL 811 BEFORE YOU DIG.



Know what's below.
Call before you dig.



CITY OF ELLENSBURG

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

Memorandum

Date: November 21, 2019

To: Shannon Johnson, Senior Planner

From: Craig Jones, Development Coordinator *CJ*

Thru: Derek Mayo, City Engineer *DKM*

Re: Pre-App meeting #2 for the future Transfer Station along SR-97 P19-106

The following are the Public Works comments for the future Kittitas County Transfer Station and Public Works Facility.

The applicant can view the City of Ellensburg's Development Standards on the City's website for more information. <http://www.ci.ellensburg.wa.us/index.aspx?NID=339>

At time of civil plan review, Staff will work with the developer's engineer regarding the specific issues related to roadway and utility improvements.

Water:

The water main available to serve this development is a 10" Ductile Iron water main that runs in SR-97 and ends approximately 1200' south of this parcel. The water main would need to be extended along the SR-97 frontage and an 8" along the east/west interior road frontage to the far extends of the parcel's frontages. Developers engineer needs to be aware that this main is a long dead end and verification of adequate flows will need to be performed. Looping of the water lines through the proposed project may be required dependent on fire flows. Each lot will need a separate water service. See attached utility map.

Backflow devices will be required on all commercial buildings. Specific issues related to water service and meter locations will be addressed at project civil submittal.

Any Fire Service and Fire Hydrant placement shall be per Fire Department requirements, and shall be constructed per City Development standards. Developer's engineer will need to verify adequate flows for the additional fire hydrants.

Sewer:

The sewer main available to serve this development is a 10" PVC main that runs in SR-97 and ends approximately 1200' south of this parcel. The sewer main would need to be extended along the SR-97 frontage and an 8" along the east/west interior road frontage to the far extends of the parcel's frontages. Each lot will need a separate sewer service. A 6" side sewer will be required for commercial buildings. See attached utility map.

Specific issues related to sewer main extension and side sewer stub construction will be addressed at project civil submittal.

Roadway and access:

This project would trigger the requirement of half street improvements along SR-97 frontage. The interior road will also need half street improvements and the width of the road section will need to support the vehicle traffic use of the road. Street improvements include concrete curb/gutter, sidewalks, street lighting, permanent signage, asphalt, asphalt markings, gravel base, storm drainage, and other items associated with minimum public improvements consistent with Public Works Development Standards. Public Works would likely support a deferral of said frontage improvements if requested by the developer. The City of Ellensburg has recently adopted a new Land Development Code. Under the new code the sidewalks will need to be separated from the curb. Road layout will need to be done by a professional engineer and meet appropriate design standards.

SR-97 right of way is under the jurisdiction of WSDOT. The project will be additionally reviewed by them for right of way and access comments.

The proposed east/west road on the current site plan complies with the comprehensive road plan.

All required parking spaces, ingress/egress, and loading areas shall be hard surfaced.

Specific issues related to roadway and access construction will be addressed at project civil submittal.

Storm water:

There currently is no storm system available for a direct connection.

The applicant shall use the current Stormwater Management Manual for Eastern Washington, or approved equivalent for reference in design of stormwater treatment and flow control for post construction requirements for new development and redevelopment. The design shall at a minimum use the following design storms, or as recommended for the proposed BMP, whichever is greater. Treatment shall be designed for the first ½" of rainfall on the property, and storm drainage detention on a 10 year storm event (1.2" of precipitation/24 hours) and retention facilities based on a 25 year storm event (1.6" of precipitation/24 hours). Specific issues related to storm water will be reviewed at time of civil plan submittal.

The applicant's design engineer should determine groundwater elevations in the vicinity of proposed storm water treatment and flow control facilities. The water surface elevation needs to be utilized in the facility designs and should be verified when groundwater is at its highest. Typically the groundwater in the Ellensburg area is elevated from April 15th through October 15th. However, groundwater on the subject site may not be associated with seasonal irrigation and could crest at another time during the year.

The following comments are from the City Stormwater Department;

1. The site is an acre or greater and they will need to make Notice of Intent (NOI) with Ecology and apply for a Stormwater General Construction Permit months in advance of construction.
<http://www.ecy.wa.gov/programs/wq/stormwater/construction/enoi.html>
2. The Ecology permit requires a Stormwater Pollution Prevention Plan (SWPPP) be submitted with the plan set and be reviewed by the City of Ellensburg Stormwater Utility along with a set of temporary sediment erosion control plans (TESC).
3. In addition, Ecology now requires an Operation and Maintenance (O&M) Plan be submitted to the City for review and retainage. The O&M Plan must address the long term maintenance of the stormwater facilities (swales) that will be constructed onsite to deal with the flow control and treatment requirements of Core Element 5&6 in the Eastern Washington Stormwater Management Manual.

Other items:

The developer is required to obtain all other permits (HPA if required, DOE construction site grading permit, etc.) that may be required as a result of development.

During civil plan review, Public Works establishes the preliminary addressing plan, the developer will need to work with the Post Office to establish the mail delivery routing plan and mailbox locations. The Post Office requires the use of metal Collection Box Unit style mailboxes.

Due to the size and potential traffic impact of the project a complete Traffic Impact Analysis (TIA) will need to be completed. The TIA will need to evaluate the traffic impact before and after the proposed development. A draft TIA has been reviewed and comments were provided by the City Public Works Department to the traffic consultant. The Final TIA still needs to be submitted for review and approval. The city has established transportation impact fees. This project may be required to pay impact fees. You can view the traffic impact fees online at <http://www.codepublishing.com/wa/ellensburg/>.

Any proposed phase lines need to be on the plans and reviewed for utility and access conflicts.

All lots created from this development will need to have utilities stubbed to the property for future use and have access.

Additional utility easements may be required for any proposed utility outside of the right of way. Specific issues will be addressed at civil plan submittal and final plat submittal.

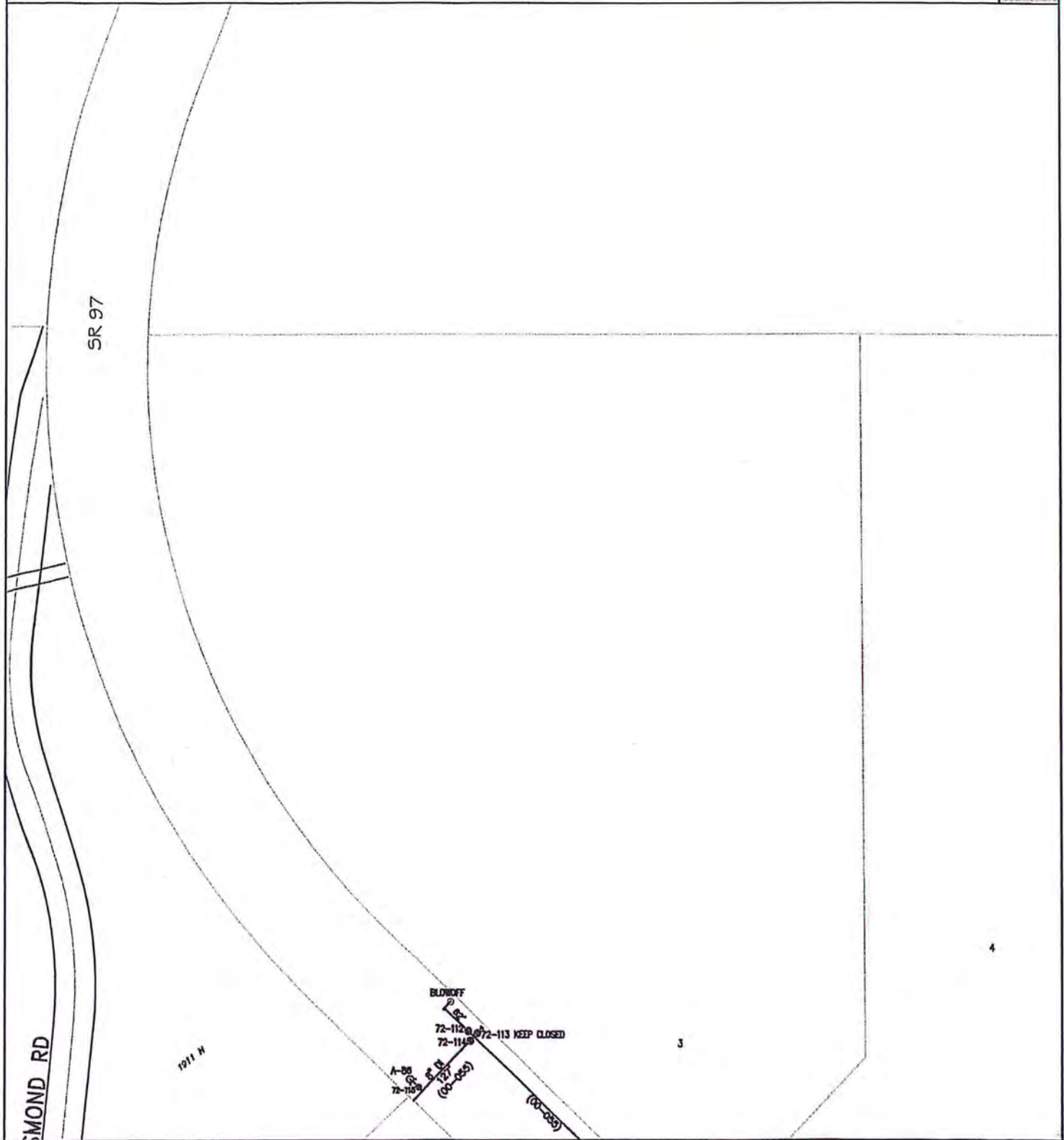
Landscape plans will need to be included for review of any conflicts with existing or proposed utilities.

Cc: File 19-048



CITY OF ELLENSBURG
PUBLIC WORKS DEPARTMENT
UTILITY MAP REQUEST INFORMATION

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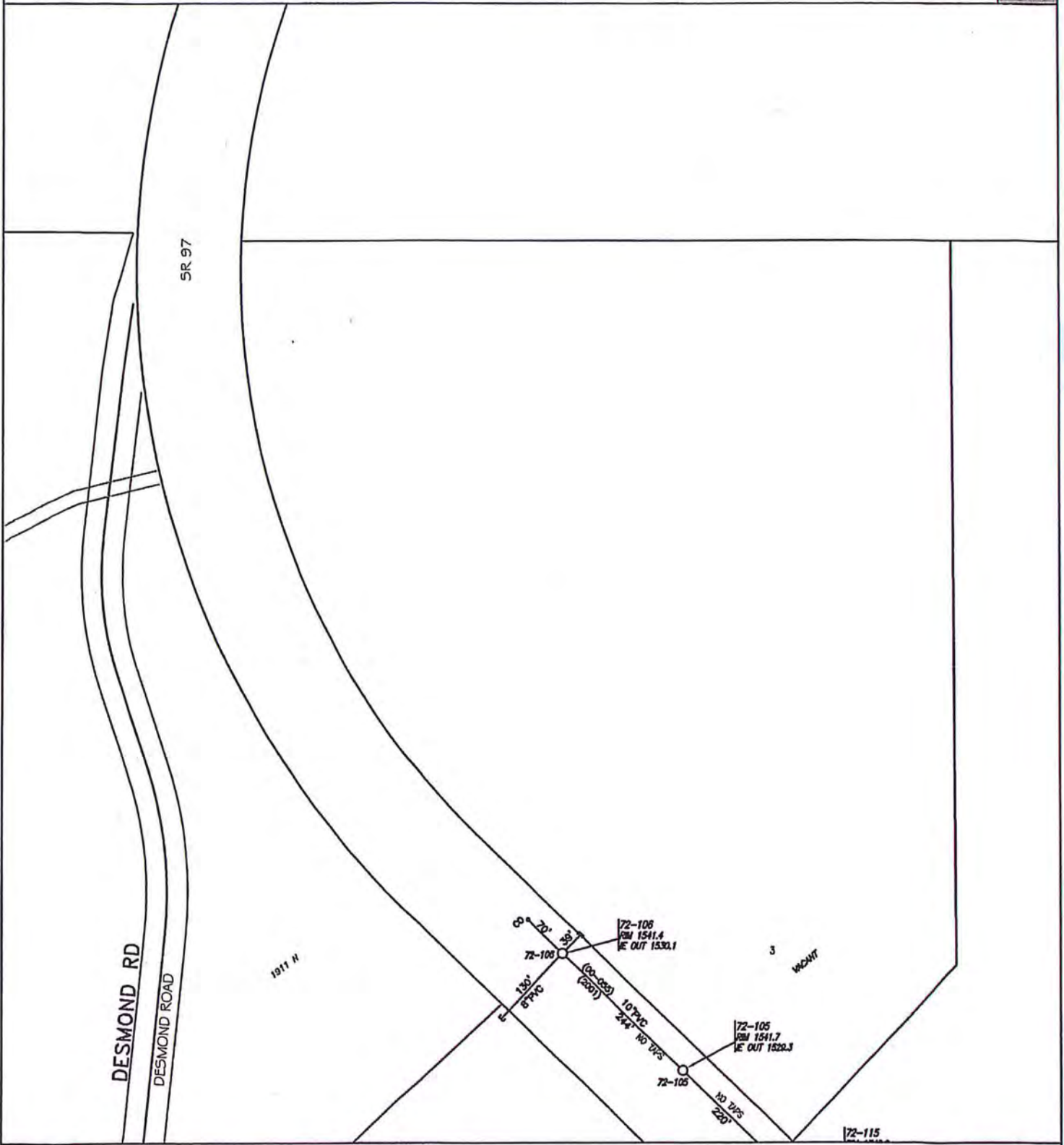


Know what's below.
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CITY OF ELLENSBURG
PUBLIC WORKS DEPARTMENT
UTILITY MAP REQUEST INFORMATION

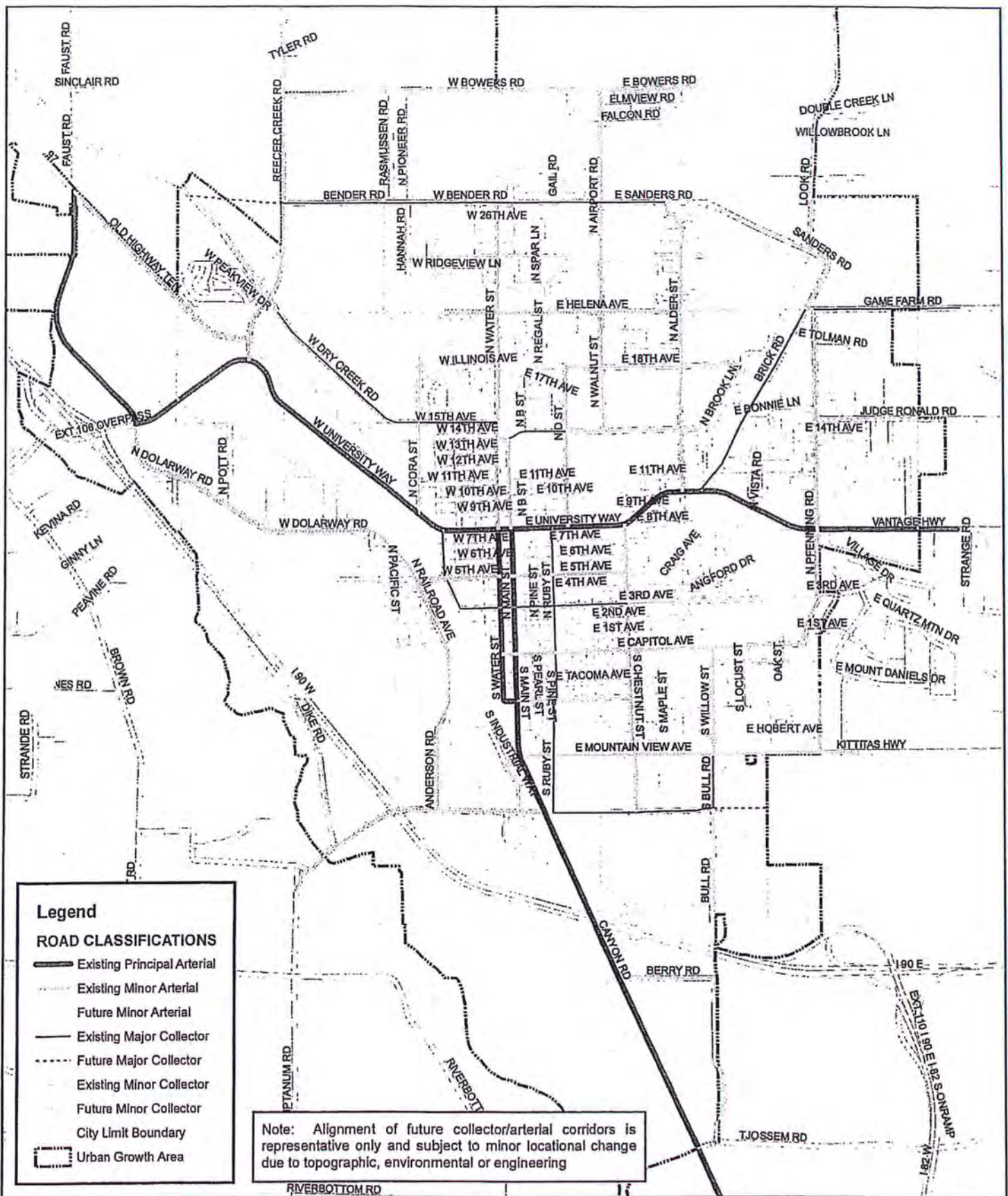
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DISCLAIMER:
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DEPARTMENT OF COMMUNITY DEVELOPMENT

501 N. Anderson St., Ellensburg WA 98926 Kirsten Sackett, Director

Phone: (509) 962-7232 Fax: (509) 925-8655 E-Mail: sackettk@ci.ellensburg.wa.us

DATE: November 19, 2019

FROM: Shannon Johnson, Senior Planner

FILE #: Pre-App. #P19-106

RE: Proposed Kittitas County Transfer Station/County Shop Utility Yard Project

LOCATION: TBD Highway 97

Applicable Land Development Code requirements for the above-referenced project include the following:

1. The property is zoned I-L (Industrial- Light), which allows for full range of uses including public utility agencies and their associated utility yards as per Ellensburg City Code (ECC) Table 15.310.040.
2. This project is considered a Major Design Review, per the definition found in ECC 15.130.040. Per ECC Table 15.210.050, this project will be reviewed as a Type II permit.
3. This project will require SEPA review, as per ECC 15.270.110.
4. Portions of the project site do lie within the 100-year floodplain (Zone AO 1") and there are wetlands identified on site as well, therefore, this project requires Critical Areas review. At the time of the 11/7/19 pre-application meeting, the applicant's Environmental Program Manager gave a brief update on the Critical Areas Report (CAR) which will be submitted along with the SEPA application submittal package after they receive the formal pre-application report and comments from this meeting. Portions of the project site do lie within the 100-year floodplain and there are wetlands identified on site as well therefore the project requires critical
5. Per ECC 15.250.030(B)(2), this project shall be reviewed for conformance with applicable land use and zoning provisions in Division III, applicable community design provisions in Division IV, and applicable project design provisions in Division V, plus other applicable provisions set forth in the LDC.
6. As discussed at the November 7, 2019 Pre-Application meeting, the applicants will need to submit a Type V Siting of Essential Public Facilities Application as per ECC 15.250.110:

A. Purpose. To establish a process for establishing facilities identified in RCW 36.70A.200 that are typically difficult to site.

B. Procedures. Siting essential public facilities is subject to the Type V review process as set forth in Chapter 15.210 ECC, with the following supplemental provisions:

1. Service Area. The director shall determine if the facility serves a regional, countywide, statewide or national need. If it does, then the director may condition the review with a requirement that the review process include one or more sites in parts of the service area outside of Ellensburg.

2. Multi-Jurisdictional Review. Where more than one local government is involved in the review process, Ellensburg staff shall participate in a multi-jurisdictional review process and use the data, analysis and environmental documents prepared in that process in the city's review if Ellensburg determines those documents are adequate.

C. Decision Criteria. The city council may approve or approve with modifications the siting of essential public facilities if:

1. The amendment is in accordance with all city ordinances and the comprehensive plan (notably Essential Public Facilities), including:

- a. The future land use map;

- b. The capital facilities element and budget; and

- c. The utilities, community housing, economic development, urban growth area, and transportation elements;

2. The amendment will not adversely affect the public health, safety or general welfare; and

3. The amendment is not contrary to the best interest of the citizens and property owners of the city.

7. Form and Intensity Standards - Per Table 15.320.040 – are as follows:

Minimum Front Yard = 10 (as per 15.510.060 – Secondary Street Standards)

Minimum Rear Yard = None

Minimum Side Yards = None

Maximum Building Height = 35 Feet - Applicant plans to apply for a Type III Variance Permit for proposed intended height over 35' *** See Attached Type III Variance Application Form - Page 2 specifies the decision criteria requirements.

8. Per ECC 15.500.020, this project shall be reviewed for conformance with applicable land use and zoning provisions as a Level III/new constructions project.

9. Per the Street Type Designation ECC 15.510.090 sites with the I-L, I-H, and P-R zones shall comply with the standards for secondary streets (see ECC 15.510.060), except there are no limitations as to the location of parking along street frontages. The Secondary Street provisions are found in ECC 15.510.060, as follows:

For all designated secondary streets, development frontages may either be storefronts (see subsection (B) of this section), landscaped frontages (see subsection (C) of this section), or a combination of both. For all designated secondary streets development frontages etc.

A. Applicability. The standards herein shall apply to all nonresidential and multifamily development on designated secondary streets per ECC 15.510.040.

B. Storefront Standards. All storefront buildings along designated secondary streets shall comply with all building-related storefront street standards set forth in ECC 15.510.050.

C. Landscaped Frontage Standards for Secondary Streets.

1. Building Setbacks. Ten feet minimum or consistent with minimum requirements of the applicable zoning district (see ECC 15.320.030 and 15.320.040), whichever is greater. Covered entries and other weather protection features may extend into this setback by up to six feet.
2. Building Entry. At least one building entry shall be visible from the sidewalk.
3. Weather Protection. Weather protection at least three feet deep shall be provided over all primary entries.
4. Transparency. Transparent window area shall be provided along at least 15 percent of the facade of the building (all vertical surfaces of the facade). Departures will be considered pursuant to ECC 15.210.060 and 15.510.120.
5. Landscaping. All areas between the sidewalk and the building shall be landscaped, except for walkways, porches, decks, and other areas meeting the definition of pedestrian-oriented space.

10. This project is subject to the Provisions of Chapter 15.520, Site Planning and Design Elements. In particular, please refer to the following:

- 15.520.020 Side/rear yard design. *** As discussed, this project will require landscape screening to buffer the proposed industrial structures and uses having physical and operational characteristics which might adversely affect the economic welfare of adjoining residential and commercial uses. The landscaping will be reviewed in depth at the time of building permit application submittals. Detailed landscaping plans will be required to show how you propose to meet the provisions of this code section. Also, please see #15 below.
- Open space for nonresidential and multifamily uses, ECC 15.520.030.
- Internal Pedestrian Access and Design, ECC 15.520.040. Internal vehicular circulation, ECC 15.520.050.

- Service areas and mechanical equipment, ECC 15.520.060.
- 15.520.070 Parking lot design
- Special features and amenities, ECC 15.520.080.

11. This project is subject to the Building Design Standards found in ECC Chapter 15.530. In particular, please refer to the following:

15.530.030(C) Building Articulation – Other Nonresidential/Mixed-Use Buildings. All other buildings featuring nonresidential uses on the ground floor (not covered in subsection (B) of this section) shall include at least three of the following articulation features along all facades facing a street and containing the customer building entries (alley facades are exempt) at intervals of no more than 60 feet.

1. Providing vertical building modulation of at least two feet in depth and four feet in width if combined with a change in siding materials and/or roofline modulation per subsection (F) of this section. Otherwise, the vertical modulation shall be at least 10 feet deep and 15 feet wide to qualify;
2. Providing horizontal modulation (upper level stepbacks). To qualify for this measure, the minimum upper level stepback shall be at least five feet and the treatment shall be used consistently with other articulation elements or utilized along at least 75 percent of the facade;
3. Repeating distinctive window patterns at intervals less than the articulation interval;
4. Providing a covered entry or separate weather protection feature for each articulation interval;
5. Use of vertical piers that reinforce storefront pattern. To qualify for this measure, the piers must project at least two inches from the facade and extend from the ground to the roofline;
6. Change of roofline per subsection (F) of this section;
7. Changing materials and/or color with a change in building plane;
8. Providing lighting fixtures, trellis, tree, or other landscape feature within each interval; and/or
9. Other methods that meet the purpose of the standards.
When you submit your building permit plans, please specify which of the three elements above you have selected.

12. ECC 15.530.040 Building Elements & Details is applicable to this project, as this building is considered a “nonresidential use” building.

13. This property location is NOT considered a High Visibility Street Corner, per Figure 15.530.040(D) (2).

14. This project is subject to the requirements pertaining to Building Materials, ECC 15.530.050. Applicability. All nonresidential and mixed-use buildings shall comply with the materials standards herein.
15. Blank wall treatment standards do apply, per ECC 15.530.060.
16. Off-street parking requirements are found in ECC Chapter 15.550 & Chapter 6 Public Works Parking Standards. **Industrial and Land Consumptive Uses** : 1.0 per 1,500 square feet of gross floor area for structures up to 20,000 square feet in gross size with a minimum of 5 spaces required OR 1.0 per 2,000 square feet of gross floor area for structures greater than 20,000 square feet in gross size) **Governmental Offices**: 1.0 per 350 square feet of gross floor area
17. Landscaping requirements are found in ECC Chapter 15.0570. In particular, please refer to the following:
 - 15.570.050 Landscape Site Design Standards
18. Please refer to Chapter 15.580 for the Outdoor Lighting Standards. Of importance, please note that all light trespass is prohibited.

Finally, please note that the above referenced items from the Land Development Code may not be all inclusive. After a site plan and elevations have been formally submitted to the City, a review of the plans may trigger additional requirements for conformance with the code.

For questions regarding these requirements, please contact Community Development Senior Planner Shannon Johnson at City Hall, 501 N. Anderson Street, via phone at 509-962-7108, or via email at johnsons@ci.ellensburg.wa.us



CITY OF ELLENSBURG

Energy Services Department

501 North Anderson Street; Ellensburg, WA 98926

Ph: (509) 962-7124 Fax: (509) 925-8662

www.ci.ellensburg.wa.us

Memorandum

Date: November 25th, 2019

To: Shannon Johnson, Office of Community Development

From: Tyler Goeden, Project Engineer

Thru: Paul Meyer, Senior Electrical Engineer *PM*

Re: P19-106 SR 97 Kittitas County (Solid Waste) 2nd Pre-Application

Most of Energy Services Light Department comments are the same from the 1st pre-application meeting, from permit P18-160. The following are the Energy Services Light Department comments for the P19-106 SR 97 Kittitas County (Solid Waste) 2nd Pre-Application for proposed development on the east side of State Route 97, to the south of the intersection with Old Highway 10, just south of BNSF railroad tracks.

Electric:

The City of Ellensburg Light Department has recently extended a conduit system along the east side of State Route 97, extending to the south west corner of the property proposed to be developed by Kittitas County for their new solid waste site.

The electric conduit system consists of 2-4" (Distribution) & 2-6" conduits (Feeder), with no vaults installed, which will need to be extended across the frontage of the proposed development at applicants expense. The location of the conduit extensions will largely be determined by what type of frontage improvements the Washington State Dept. of Transportation (WSDOT) requires for this property.

Street lights are not shown on the site plan, but WSDOT may require new street lights to be installed as part of frontage improvements, which will need to be installed at applicants expense. These street lights will need to be part of the civil plans submitted to Public Works & WSDOT, and we will come up with a design to serve them as part of this development.

The nearest available high-voltage (distribution) cable is located at the north-west corner of 1817 North SR 97 (University Auto), and will need to be extended from that location to the proposed development, which is an approximate distance of 1,500 feet. This will require extra vaults and some re-routed conduits, which will need to be installed to serve this development, at applicants expense.

All work that must be done to bring City Light facilities to this site in the WSDOT Right-of-Way will require permitting through WSDOT, which can take months to process and cost several thousand dollars, and will be paid for at applicant's expense.

In order to provide electric service to any proposed construction for this development, additional easements may be required. Non-exclusive utility easements are typically required to be 10-feet in width. On large projects where easements do not follow property lines, we may require utilities to be installed, then surveyed and legal descriptions written at applicant's expense and record the easements post-installation.

These properties are annexed into the City of Ellensburg, so no other electric utilities are allowed to construct or provide new electric services to them.

Service sizes greater than or equal to 400-amps are customer installed, owned and maintained from the transformer. Service sizes less than 400-amps are installed, owned and maintained by the City.

The primary distribution system will be extended through the proposed development to serve new loads. The routing of the primary distribution system, cables, services, meter locations, transformer locations, vaults, and other misc. electrical facilities will need to be coordinated with City Light.

Suitable transformer & vault locations must be determined, which includes 24/7/365 access; shrubs and structures must be kept 10 feet away from the doors of the transformers and 3 feet away from the other sides of the transformers. Access includes a drivable surface to the transformer & vaults in the event they need to be lifted and / or changed out. Per EL-45 and WAC 296-46B-450, clearance to the building must be at least 3-feet from the transformer if the walls are non-combustible or 10-feet from the transformer if they are combustible. If these transformer locations could be shown on the site plan, it would help Energy Services determine the best routes for our conduit & conductors to serve the development.

It is advised to extend the distribution and feeder conduit systems to the areas of the development shown as the maintenance shop and storage areas, as these areas could become electrically landlocked without proper foresight during this stage of planning.

On the new set of prints for the proposed site plan, it shows a road running along the south side of the proposed development, which was talked about during the 1st pre-application meeting. If this new road does get installed, City Light will want to extend our distribution & feeder conduit systems along this new road as well.



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

**State Environmental Policy Act (SEPA)
MITIGATED DETERMINATION OF NON-SIGNIFICANCE (MDNS)**

Proponent: Patti Johnson, Director, Kittitas County Solid Waste, owner.

Description: This SEPA Environmental Checklist is for the siting of an essential public facility, the proposed construction of the new Kittitas County Transfer station, and a new Lower County Public Works Maintenance Facility. A short plat is being processed concurrently to divide the current site located on Parcel ID# 611033 into two parcels, one 10.87-acres (for location of the Maintenance Facility) and one 38.84-acres in size (for location of the Transfer Station). The property is currently zoned Industrial Light (I-L), and the main access for both the Maintenance Facility and the Transfer Station will be provided along US 97.

Location: This proposal is located on what is currently Parcel ID# 611033. A two lot short plat has been proposed but is not finalized, which would divide this site into a 10.87-acre site, and a 38.84-acre site.

Lead Agency: City of Ellensburg

File #: P20-011

The City of Ellensburg acting as lead agency for this proposal, has determined that the proposal, as mitigated, does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

The lead agency for this proposal has determined that certain **mitigation measures** shall be necessary in order to issue a Determination of Non-Significance for this proposal. Failure to comply with the mitigation measures herein will result in the issuance of a Determination of Significance (DS) for this project. **The mitigation measures include the following conditions which shall apply based on project specific analysis:**

General

1. The applicant shall comply with all requirements outlined in the City of Ellensburg Public Works division memo, dated 4/22/2020, regarding roadway and access, water, sewer, storm water, post office, and the Traffic Impact Analysis (TIA).
2. To ensure compliance with the City's adopted Level of Service standards, the signal at Reecer Creek Road and University Way will need to be constructed by the applicant, or demonstrate that funding is secured, prior to issuance of building permits.
3. The applicant shall comply with all requirements outlined in the State Department of Ecology letters, dated 4/21/2020 and 6/24/2020, regarding water quality and water

resources, along with any other applicable environmental regulations per state and/or federal law.

4. Requirements of all City Departments, the Fire District, all utility providers, and affected agencies must be satisfied, as outlined in adopted City Codes and other regulatory documents.
5. The applicant shall comply with all requirements included in the updated and approved Critical Area Determination (P18-163), issued on 7/2/2020.
6. The applicant shall comply with all requirements outlined in the Washington State Department of Transportation letter, dated 5/1/2020, regarding access to the property, and any other applicable environmental regulations per state and/or federal law.
7. In the event that previously unknown cultural resources or human remains are encountered during the implementation of the project, work in the vicinity of the discovery shall be halted and a professional archaeologist, the Washington State DAHP, and all affected tribes should be consulted before proceeding.
8. If the applicant wishes to add to, or change the proposed scope of work included in this application, a new SEPA proposal will need to be submitted to address any changes.

This **Mitigated Determination of Non-significance (MDNS)** is issued using the standard MDNS process under WAC 197-11-350.

Responsible Official: Kirsten Sackett
Title: Community Development Director
Address: City of Ellensburg
Community Development Dept.
501 N. Anderson St.
Ellensburg WA 98926
Phone: (509) 962-7232 Fax: (509) 925-8655

Date: July 6, 2020 **Signature:** Kirsten Sackett

Appeals: Pursuant to ECC 15.270.200, appeals must be submitted as required by the City of Ellensburg's administrative appeal procedures for Type II permits per ECC 15.230.040(B), and shall be made to the Hearing Examiner and meet all requirements contained in Chapter 15.230 ECC. Appeals must be filed within fourteen (14) days of this notice.



Land Use Application Cover Sheet

PA-01
APPLICATION

Community Development Department

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

INSTRUCTIONS - PLEASE READ FIRST AND ANSWER ALL QUESTIONS COMPLETELY.

If you have any questions about this form or the application process, please ask to speak with a planner. All necessary attachments and the filing fee are required upon submittal. Filing fees are not refundable. This application consists of two parts. PART I - GENERAL INFORMATION and PART II, project descriptions and site plan contain additional information specific to your proposal and all required information MUST be attached to this page to complete the application process.

PART I - GENERAL INFORMATION

1. Applicant's Information:	Name:	Patti Johnson, Director						
	Mailing Address:	Kittitas County Solid Waste, 925 S Industrial Way						
	City:	Ellensburg	St:	WA	Zip:	98926	Phone :	(509) 962-7542
	E-Mail:	patti.johnson@co.kittitas.wa.us						
2. Applicant's Interest in Property:	Check One:	☒ Owner	☐ Agent	☐ Purchaser	☐ Other			
3. Property Owner's Information (If other than Applicant):	Name:	Kittitas County Solid Waste						
	Mailing Address:	925 S Industrial Way						
	City:	Ellensburg	St:	WA	Zip:	98926	Phone :	(509) 962-7542
	E-Mail:	laura.osiadacz@co.kittitas.wa.us						
4. Subject Property's Assessor's Parcel Number(s): 611033								
5. Legal Description of Property. (if lengthy, please attach it on a separate document) attached								
6. Property Address: US 97/Old Highway 10								
7. Property's Existing Zoning: ☐ RS ☐ RL ☐ RM ☐ RH ☐ RO ☐ CN ☐ CH ☐ CT ☐ CC ☐ CCH ☐ MHP ☒ IL ☐ IH ☐ PR ☐ PUD								
8. Type Of Application: (Check All That Apply)								
☐ Final Plat Application	☐ Environmental Checklist (SEPA Review)	☒ Conditional Use Permit						
☐ Type (II) Review	☐ Landmarks COA	☐ Rezone						
☐ Boundary Line Adjustment	☐ Landmarks Demolition	☐ Shoreline						
☒ Short Plat Alteration	☐ Commercial Wireless Communication	☒ Critical Areas Review						
☐ Preliminary Short Subdivision	☐ Appeal to HE / City Council	☒ Variance/Admin. Variance						
☐ Preliminary Long Subdivision	☐ Code Interpretation	☐ Temporary Use Permit						
☐ Plat Vacation	☐ Regional Retail Master Plan	☒ Design Review Major/Minor						
☐ Plat Alteration	☐ Design Review Departure	☐ Binding Site Plan						
☐ Master Plan P-R Use	☐ Comprehensive Plan Amendment	☒ Essential Public Facility						
☐ Annexation	☐ Development Code Amendment	☐ Site Development Permit						

9. PART II - PROJECT DESCRIPTION AND SITE PLAN (See attached page)

10. I certify that the information on this application and the required attachments are true and correct to the best of my knowledge.

Property Owner's Signature

[Signature]

Date

1/30/20

Applicant's Signature

Date

FILE/APPLICATION(S)# P20-010

DATE FEE PAID: N/A

RECEIVED BY: KM

AMOUNT PAID: \$0.00

RECEIPT NO: N/A

Supplement to Land Use Application for Proposed Kittitas County Transfer Station/Essential Public Facility

Part I – General Information

5. Legal Description of Property

The 50-acre parcel located in the northwestern portion of the City of Ellensburg, in Kittitas County, Washington, is shown on Tax Map No. 18-18-28030008 as Assessor's tax parcel ID 611033 owned by Kittitas County Solid Waste (Figure 1). The parcel site is bounded to the west by State Highway 97 (US 97), to the north by the Burlington Northern Railroad and Old Highway 10, and to the east and south by private, undeveloped properties. The proposed Kittitas County Transfer Station and Maintenance Facility Relocation Project (project) survey area is within the U.S. Geological Survey (USGS) 7.5-minute Ellensburg North quadrangle, latitude 47.016181°, longitude -120.590401° within the Upper Yakima watershed unit (Hydrologic Unit Code 17030001).

The legal description from the Statutory Warranty Deed reads as follows:

"That portion of the Southeast Quarter of the Southwest Quarter of Section 28, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, lying East of the County Road, being more particularly described as follows:

Beginning at the quarter section corner on the South boundary of Section 28 and running South 89°56' West on the section line, 458.8 feet to the East line of the County Road; thence North 16°47' East along said road, 203.3 feet; thence North 19°54' East along said road, 1,004.3 feet; thence North 18°12' East along said road, 183.7 feet to a point on the quarter section line; thence South on the quarter section line, 1,313.0 feet to the place of beginning.;

AND

That portion of the Northwest Quarter of the Southeast Quarter of Section 28, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, which is bounded by a line described as follows:

Beginning at the Southeast corner of said Northwest Quarter of the Southeast Quarter which is the true point of beginning; thence West along the South line of said Northwest Quarter of the Southeast Quarter, 973.8 feet; thence North 09°38' East, 785.94 feet to the South right of way boundary of the Northern Pacific Railroad; thence South 47°55' East along said South right of way boundary, 1,133.8 feet to a point on the East line of said Northwest Quarter of the Southeast Quarter; thence South 02°41' East, along said East line, 15.0 feet to the true point of beginning;

EXCEPT any portion lying within the Burlington Northern Railroad;

AND

The Southwest Quarter of the Southeast Quarter of Section 28, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

EXCEPT any portion lying within the Burlington Northern Railroad;

AND EXCEPT FROM ALL OF THE ABOVE:

1. Right of way for State Highway No. 3 (SR-90) West Side Canal to Bull Road as conveyed to the State of Washington by deed dated June 10, 1965 and recorded September 21, 1965, under Kittitas County Auditor's File No. 324287;
2. Right of way for State Highway No. 2-1 (SR 131) West Ellensburg Interchange to Northern Pacific Railway as conveyed to the State of Washington by deed dated

June 10, 1965 and recorded September 22, 1965 under Kittitas County Auditor's File No. 324319."

Part II – Project Description and Site Plan

Kittitas County (County) proposes to move the existing Ellensburg Transfer Station (Transfer Station) located at 1001 Industrial Way and the existing Kittitas County Public Works Department (PWD) Lower County Shop (Maintenance Facility) located at 505 W. 14th Street, to parcel 611033 in northwest Ellensburg (Figure 1). The conceptual design provided in Figure 2 covers an approximate 50-acre area with approximately 5,000 feet of roadway, 23 acres of impervious surface, 1 to 1/1/2 acres of stormwater ponds, and 11 stand-alone buildings.

The site is relatively flat, generally sloping from north to south toward the southeastern corner. Elevation ranges from 1,554 feet above mean sea level in the northernmost corner of the site to approximately 1,540 feet in the southeastern corner. The site is bisected by multiple interconnecting excavated ditches or ditch segments. Water rights associated with the property were purchased by the County.

Purpose

The existing Ellensburg Transfer Station accepts and processes solid waste, recyclables, moderate risk waste, and yard waste from both County residents and commercial haulers. The entire existing facility and composting site is located adjacent to Wilson Creek within the 100-year floodplain. Topographically, the existing site is at a low elevation relative to the surrounding floodplain. During spring thaw and heavy rain events, the existing facility is often flooded, impacting access roads, unloading areas, and operational areas. In addition to the customer access and operational challenges associated with frequent seasonal flooding, the existing facility is also space constrained. The small size of the facility results in long customer queuing times and potentially unsafe conditions within the small unloading and processing areas. The projected population growth and solid waste management needs of Kittitas County, combined with existing facility challenges and limitations, require construction of a new solid waste transfer station at a new location.

The proposed PWD Maintenance Facility will perform the same functions as the existing Lower County Shop. It will include a maintenance facility, parking for employees and County vehicles, and material storage areas. As a result of its small size, common function, and ease of siting, the Maintenance Facility does not meet the state definition of an essential public facility (Washington Administrative Code [\[WAC\] 365-196-550](#)).

Site Selection Process

The County selected the Transfer Station location by performing an extensive site screening and selection process. The comprehensive regional site selection process evaluated over 60 sites using initial siting criteria of parcels greater than 25 acres located within 2 miles of the City of Ellensburg or the town of Kittitas and other screening criteria.

The initial 60+ potential sites were narrowed to 11 sites using a list of secondary siting criteria. An extensive public involvement program was used to obtain valuable citizen input on the location and features of the new facility. The 11 shortlisted sites were reviewed by representatives from the City of Ellensburg (City) and the County. Using updated City/County zoning, land use discussion, and urban growth area information, the list was further refined to three potential sites for community input. The chosen site was identified as Site 33, US 97/Old Highway 10, or simply Highway 97. The site does contain a 100-year floodplain irrigation ditch, but it was determined to be the best candidate because the floodplain could be relocated to the perimeter of the site to maximize available space for the Transfer Station and other facilities.

The County's Solid Waste Advisory Committee (SWAC), consisting of representatives of cities and towns within the County, the waste management industry, local elected officials, and citizens of Kittitas County, participated in the site selection process and agreed with the final selected site. The Board of County Commissioners approved the site at their September 4, 2018, meeting. The County purchased Parcel 611033 to enter the permitting and master planning process.

The County initiated site predevelopment discussions with the City in September 2018. The first application was submitted on December 14, 2018. On September 10, 2019, the first application was modified to include a new PWD Maintenance Facility. The new Lower County PWD Maintenance Facility will be expanded to meet population growth needs and to address encroaching residential development at the existing Lower County Shop (505 W. 14th Street, Ellensburg). The Maintenance Facility is anticipated to be constructed in 2023 and operational by 2024.

The proposed PWD Maintenance Facility was not included in the Transfer Station site selection process discussions because it was added to the project in 2019, after the County's purchase of the proposed Transfer Station Highway 97 site. The proposed site is zoned Light Industrial (I-L), which allows it to be used for a Maintenance Facility.

Access

Transfer Station residential and commercial (truck) traffic will exit off US 97 on the new Minor Collector at the southeast corner of the property. Vehicle traffic flows are segregated after the scalehouse for efficiency and safety. The new Minor Collector was added to the project to address the 2017 *City of Ellensburg Comprehensive Plan* (Comprehensive Plan) Transportation Section that recommends a minor collector be provided from Highway 97 to University Way and onto Dolarway Road (see Figure 13, Roadway Functional Classifications of Comprehensive Plan). The City requested that the County provide a segment of this Minor Collector along the southern border of its property.

This Minor Collector satisfies the following Transportation Goals and Policies in the Comprehensive Plan:

Goal T-1: *Create a transportation network that provides safe and comfortable connections for all users to key destinations – the Minor Collector provides a segment of a road that could connect Highway 97 to University Way, key arterials.*

Policy J: *Make progress in building transportation facilities that are consistent with the City's adopted plans, including function classification and street standards, non-motorized plan, and downtown plan – the Minor Collector provides a segment of a road that is proposed in the Comprehensive Plan, Figure 13.*

Goal T-2: *Prioritize connections with state highway routes and removal of bottlenecks that delay the movement of people and goods.*

Policy E: *Wherever possible, seek to increase route options through strategic additions to the transportation system that fill gaps and add alternative routes – the Minor Collector provides a segment of a potential future alternative route.*

Construction

Construction is scheduled to begin on the Transfer Station in 2021 with operations beginning in 2022.

Approximately 23 acres of existing permeable surface will be covered with structural fill and pavements to construct the facility buildings, roadways, and staging areas. The Transfer Station will include approximately 12 acres and the Maintenance Facility approximately 11 acres of impervious surface. Structural fill will be obtained from onsite sources (stormwater ponds) or locally sourced quarries. Stormwater will be collected and conveyed with a series of drainage swales, channels, and culverts to onsite stormwater ponds.

Land Use Decision Criteria

Narrative is provided below to respond to the decision criteria outlined in Ellensburg City Code (ECC) 15.250.110 "Siting essential public facilities – Type V review process."

C. Decision Criteria. The city council may approve or approve with modifications the siting of essential public facilities if:

1. The amendment is in accordance with all city ordinances and the comprehensive plan (notably Chapter 11, Essential Public Facilities), including:

a. The future land use map;

The site is located in a Light Industrial (I-L) zone that is currently used for grazing. The Future Land Use Map indicates the site is to remain zoned I-L. The Transfer Station is considered an essential public facility according to [WAC 365-196-550](#) and Revised Code of Washington [RCW 36.70A.200](#) (cited in ECC 15.250.110). The Ellensburg Land Use Code does not explicitly identify "solid waste handling facility" as an I-L use, but the P19-106 Pre-Application Report concluded I-L allows for the full range of uses including public utility agencies and their associated utility yards.

b. The capital facilities element and budget;

Ellensburg is a full-service municipality. The Transfer Station is a replacement and upgrade of an existing facility that is necessary to accomplish the level of service (LOS) standard of weekly curbside refuse collection and fulfill Capital Facilities and Utilities Goals of the Comprehensive Plan, including:

***Goal CFU-1:** Ensure that system services are delivered in a safe and reliable manner and are in compliance with regulatory requirements.*

***Policy C:** Continue to follow and enforce existing city standards for public facilities and services.*

***Program 3:** Continue to coordinate affordable and reliable collection of solid waste and recycling collection services that meets the needs of city residents.*

The proposed new Transfer Station is an essential facility that allows the County and the City to provide *affordable* solid waste service because it enables commercial and self-haulers to transport materials a much shorter distance than direct hauling solid waste over 70 miles to the Wenatchee landfill. The new Transfer Station will provide efficient and cost-effective unloading, processing, and transfer of solid waste and other material. The new facility will be *reliable* because it will not be prone to downtime associated with seasonal flooding. The Transfer Station will meet all regulatory requirements, including the Minimum Functional Standards for Solid Waste Handling WAC 173-304, and specifically WAC 173-304-410 for Transfer Stations.

Furthermore, as described in the Comprehensive Plan and the *2010 Kittitas County Solid Waste and Moderate Risk Waste Management Plan Update*, demand for capital facilities will grow in the next 20 years and the demand must be accommodated and anticipated through new capacity and improved management. To meet the LOS standard for solid waste management that the community adopted, the City needs to relocate and improve the Transfer Station where collection trucks can transfer to long-haul vehicles. The new Transfer Station will provide sufficient areas for public and private customers to transfer material into long-haul vehicles for efficient transportation to the Wenatchee Landfill.

c. The utilities, community housing, economic development, urban growth area, and transportation elements;

Utilities

The proposed Transfer Station is a key component of the County's integrated waste management system. The facility will provide an efficient and cost-effective facility to accept, process, load, and haul municipal solid waste, green waste, and recyclable materials to final end use destinations.

City of Ellensburg residents and businesses have the opportunity to participate in curbside trash and recycling service provided by a Washington Utilities and Transportation Commission-permitted private hauler. Support of the County's operation of composting and recycling facilities in the City is an explicit goal of the Capital Facilities and Utilities element of the City's Comprehensive Plan.

Community Housing

While housing goals specific to solid waste management do not exist, the proposed project does not conflict with goals to preserve existing neighborhoods or provide a variety of housing types and housing opportunities.

Economic Development

Economic Development goals of the Comprehensive Plan focus on: partnerships that support economic opportunities, diversification and stimulation of Ellensburg's economy, workforce growth, downtown development, tourism, and energy efficiency. While there are no goals specific to solid waste management, the transfer station plays a role in accomplishing all of these goals if it can be expanded to accommodate residential and economic growth and be completely reliable by relocating outside of a floodplain that experiences seasonal flooding.

An example of the broad economic development goals, policies and programs that the transfer station, as an essential public facility, contributes to:

Goal ED-2: *Stimulate and diversify Ellensburg's economy.*

Policy B: *Promote the retention and expansion of existing businesses as well as the development of new businesses.*

Program 5: *Continue to provide high quality and cost-efficient city services and facilities and promote these as one of Ellensburg's economic development assets.*

Urban Growth Area

The proposed new Transfer Station is located within the City of Ellensburg boundary and within the urban growth area.

The Growth Management Act requires public facilities to adequately support development, which is forecasted to grow. The Transfer Station is designed for population growth and development through 2040.

Transportation

The Growth Management Act requires communities to adopt LOS standards for transportation facilities and to support future land use through compliance with the transportation element of the Comprehensive Plan. A new Minor Collector has been proposed on the southern boundary of the property to accommodate the transportation element of the Comprehensive Plan. The Minor Collector increases connectivity, which in turn supports the I-L land use and use of adjacent properties.

A road access reclassification request for US 97 has been submitted to the Washington Department of Transportation (WSDOT) and Quadco by Kittitas County and the City of Ellensburg in support of the project. It will change a portion of US 97 from Class 1 to Class 3 (from milepost 134.82 to the intersection with Old Highway 10). This reclassification is consistent with the current Class 3 designation of US 97 immediately south of the above section (milepost 134.16 to 134.82), which is designated as Class 3. This request is currently awaiting signature by WSDOT.

The Traffic Impact Assessment conducted for the project determined the queue length for the solid waste and recycling drop-off at the scalehouse will be contained within the site and will not result in spillback onto the new Minor Collector road or US 97. The study analyzed future traffic conditions at five intersections. When the Transfer Station and Maintenance Facility are operational, the intersections will continue to operate in their current LOS. The intersection of Reecer Creek Road at W. University Way would degrade in LOS regardless of the project.

2. The amendment will not adversely affect the public health, safety or general welfare

The new Transfer Station will result in numerous improvements to public health and safety. They include:

- End flooding of the existing transfer station.
- Provide safer solid waste unloading and operation areas.
- Provide a safer recycling area.
- Improve the compost technique from windrows to an aerated static pile and windrow curing batch process.
- Enclose the Transfer Building and reduce impacts from odor, vector control, and noise.

The Transfer Station will not adversely affect public health because it will comply with local, state, and federal regulations and permits associated with solid waste handling, air quality, stormwater, floodplain, wetlands, traffic, and other public health, environmental, and safety factors. The State Environmental Policy Act (SEPA) Environmental Checklist prepared for the project indicates the project elements will not have a significant adverse effect on social, environmental, and cultural resources. The City's review and evaluation of the Environmental Checklist and final SEPA determination is part of this essential public facility evaluation.

Because multiple permitting agencies are involved in Transfer Station siting and operations, City of Ellensburg staff can participate in a multijurisdictional review process and be afforded use of the data, analysis, and environmental documents prepared in that process for any and all required permits. The Transfer Station will contribute to the weekly curbside refuse collection LOS goal in the Comprehensive Plan as well as accommodate projected population growth and development, all of which benefit the general welfare of the community.

3. The amendment is not contrary to the best interest of the citizens and property owners of the city. [Ord. 4656 § 1 (Exh. O2), 2013.] In addition, the director shall determine if the facility serves a regional, countywide, statewide or national need. If it does, then the director may condition the review with a requirement that the review process include one or more sites in parts of the service area outside of Ellensburg.

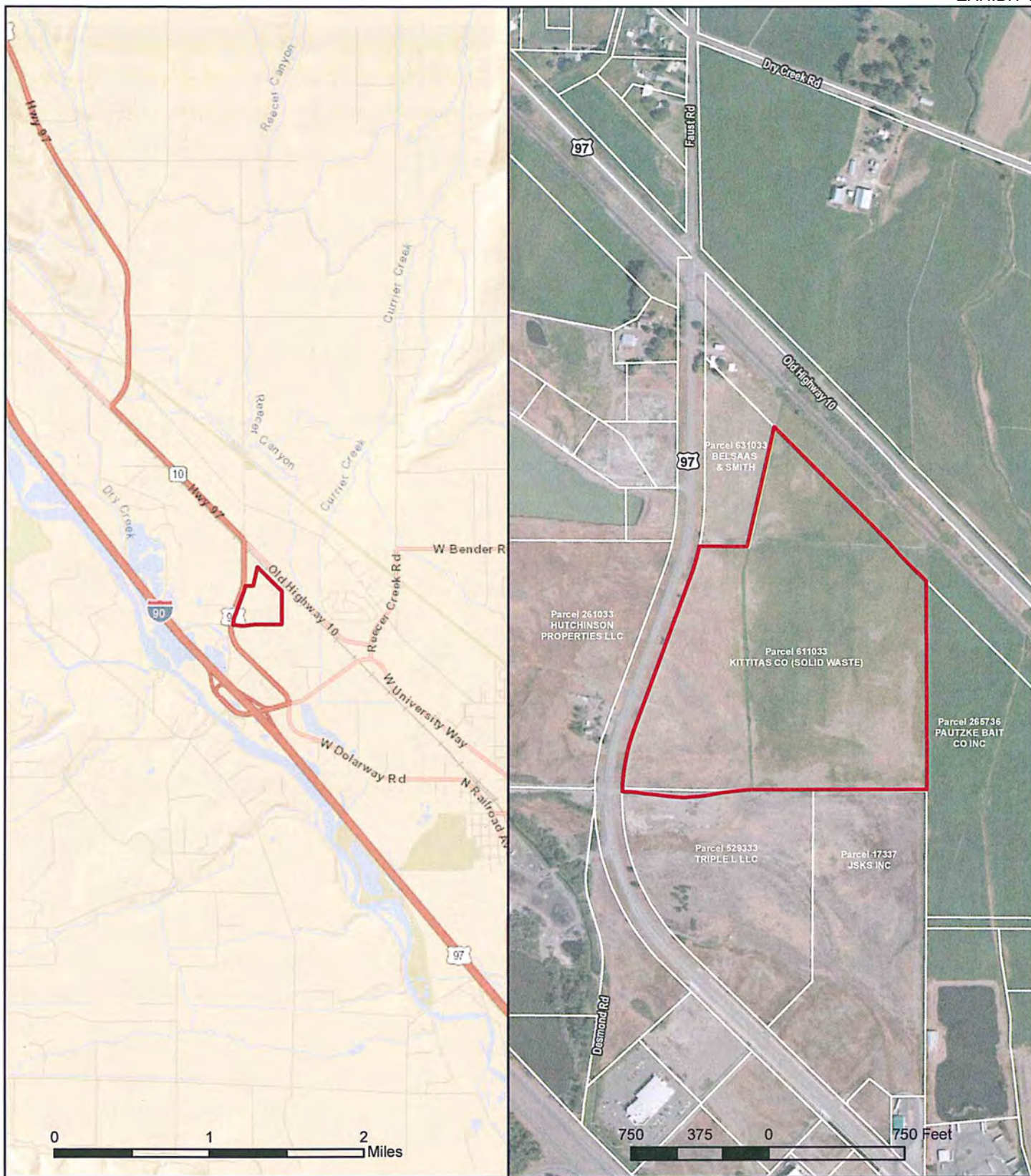
The Transfer Station and PWD Maintenance Facility will provide the County with solid waste, recycling, moderate hazardous waste, and composting services. The Transfer Station will house the administrative offices which facilitate the same services Countywide. The County facilitated a comprehensive site selection process, reviewing over 60 sites including numerous sites outside of the City limits. The Site Selection Study is available online at

https://kittitascountytransferstation.participate.online/Media/Default/documents/FinalSiteSelectionReportKittitas_082118.pdf.

The County hosted community meetings during the site selection process (see <https://kittitascountytransferstation.participate.online/>). Public considerations and values expressed online and during community meetings included:

- Provide convenience and accessibility for users.
- Avoid residential areas.
- Consider routes and traffic (especially easy access to Interstate 90).
- Consider utility water availability and stormwater impacts.
- Develop a solution that reflects economic efficiency.

In addition, the County facilitated a meeting with adjacent property owners in order to choose the most beneficial location for the Minor Collector road. Citizens and property owners will continue to have an opportunity to express their interests during the future public hearing process for the Type V permit process.



Locator Map

Legend

Kittitas County



Site Boundary



Figure 1

Kittitas County Transfer Station
and Maintenance Facility
Relocation Project
SITE LOCATION

PARCEL NO. 621033

PARCEL NO. 957561

DITCH DIVERSION
BEGIN ABANDON
EXISTING D1 DITCH

MAINTENANCE SHOP

ADMIN AREA

PARCEL NO. 631033

STORAGE

BNSF RAILWAY

OLD HIGHWAY 10
PARCEL NO. 931736

PICKUP
STORAGE

GENERAL PARKING

ANCE/EXIT

ER

SITE DRAINAGE,
TYP

SITE FENCING,
TYP

COMPOSTING AREA

TOTAL PARCEL NO. 611033
BOUNDARY, 50 ACRES

15-FT LANES, TYP

SCALES, TYP

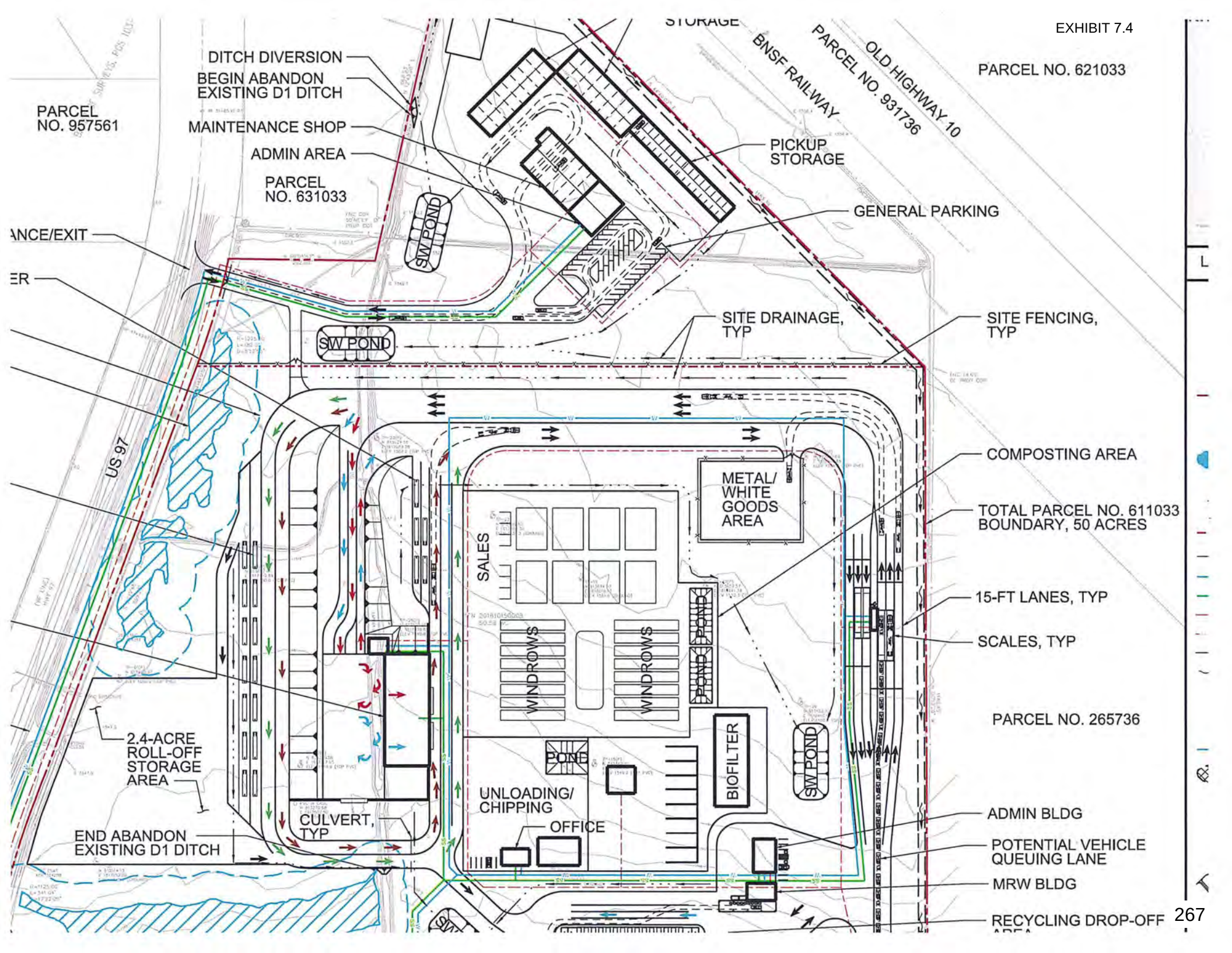
PARCEL NO. 265736

ADMIN BLDG

POTENTIAL VEHICLE
QUEUING LANE

MRW BLDG

RECYCLING DROP-OFF
AREA

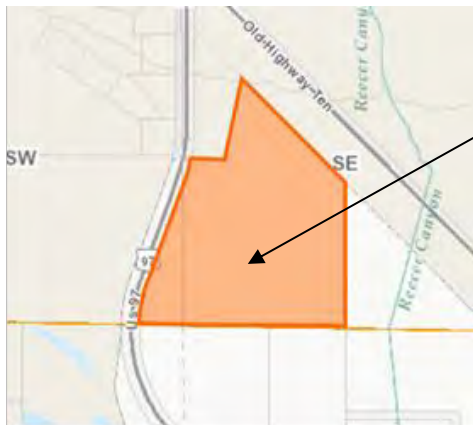


**ELLENSBURG CITY COUNCIL
NOTICE OF PUBLIC HEARING
SITING OF ESSENTIAL PUBLIC FACILITY (P20-010)**

NOTICE IS HEREBY GIVEN that the Ellensburg City Council will hold a public hearing during its regular meeting of Monday, October 19, 2020 at 7:00 p.m. **Please note that due to the current State of Emergency for Washington State, this meeting will be held through remote attendance by the Council, applicant and the public.**

The Council shall consider a Siting of Essential Public Facility application submitted by Patti Johnson, Director of Kittitas County Solid Waste, in order to construct a new 69,214 sq. ft. transfer station solid waste handling facility within the Industrial Light (I-L) zone. The proposed new facility will replace the current operating facility at 925 S. Industrial Way. Per ECC 15.210.040 a waste handling facility may be permitted within the I-L zone through the siting of an essential public facility permit according to the procedures set forth in ECC 15.250.040 and in accordance with RCW 36.70A.200.

This proposal is located on what is currently Kittitas County Parcel ID#611033, as seen in the map below. A two lot short plat has been proposed but is not finalized, which will divide this site into a 10.87-acre site, and a 38.84-acre site which is proposed as the location for the new transfer station.



Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage** at <https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects>.

Written Comments from interested persons will be accepted by email up until 5:00 p.m. on October 19, 2020 by sending them to johnsons@ci.ellensburg.wa.us. Written comments sent via USPS must arrive by the same deadline.

Mailing Address: Community Development Dept., 501 N. Anderson St., Ellensburg, WA 98926.

Staff contact: Shannon Johnson, Senior Planner. Email: johnsons@ci.ellensburg.wa.us

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in the REMOTE meeting by contacting Staff no later than 5:00 pm on **Friday, October 16**. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing.

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. A "Request for Accommodation" form may be obtained from the City Clerk Beth Leader by calling 509-925-8614.

PUBLISH IN LEGAL: Tuesday, September 29, 2020

AFFIDAVIT OF PUBLICATION

State of Washington, County of Kittitas, ss: The undersigned being first duly sworn on oath, deposes and says: That he/she is the representative of The Daily Record, a daily newspaper. That said newspaper is a legal newspaper and has been approved as a legal newspaper by order of the superior court in the County in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published in the English language continually as a newspaper in Ellensburg, Kittitas County, Washington, and it is now and during all of said time printed in an true copy of

ELLENSBURG, CITY OF - CLERK

N/PUBLIC HEARING P20-010

is published in regular issues (and not in supplement form) of said newspaper once a week for a period of 1 consecutive week(s), commencing on the following days.

09/29/2020

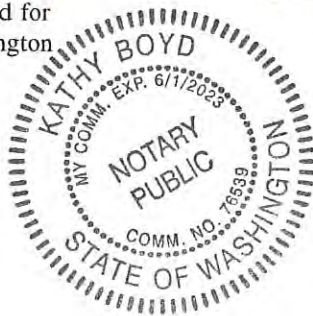
All dates inclusive and that such newspaper were regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the sum of \$204.51 the rate of \$8.8 per column inch for each insertion.

Michelle Brown
Subscribed to me this 30 day of September in the year of 2020.

Kathy Boyd
Printed Name

Kathy Boyd
Signed Name

Notary Public in and for
The State of Washington
(SEAL)



Shannon Johnson

From: Folk, Sara <Sara.Folk@jacobs.com>
Sent: Friday, October 2, 2020 4:33 PM
To: Wetzel, Kim/PDX; Shannon Johnson; Patti Johnson
Cc: Guhlke, Marlena/SPK; Paterson, Molly; Parker, Tom/ABQ; Lambert, Shannon; Folk, Sara
Subject: [Ext] RE: Another Sign to Post Please - City Council Public Hearing Land Use Action Sign (P20-010).docx
Attachments: P20-10 posted 10-02-2020 (2).jpg

Hello Shannon-

For your records, please find attached photo confirmation of the new sign which was posted today, October 2, 2020.

Thanks-

Sara Folk, P.E. | Jacobs | Project Manager/Civil Engineer
 O:+1.509.317.8847 | M:+1.208.740.0617 | sara.folk@jacobs.com

From: Shannon Johnson <johnsons@ci.ellensburg.wa.us>
Sent: Thursday, October 1, 2020 1:54 PM
To: Wetzel, Kim/PDX <Kim.Wetzel@jacobs.com>; 'patti.johnson@co.kittitas.wa.us' <patti.johnson@co.kittitas.wa.us>
Cc: Parker, Tom/ABQ <Tom.Parker@jacobs.com>; Paterson, Molly <Molly.Paterson@jacobs.com>; Guhlke, Marlena/SPK <Marlena.Guhlke@jacobs.com>
Subject: [EXTERNAL] Another Sign to Post Please - City Council Public Hearing Land Use Action Sign (P20-010).docx
Importance: High

Good Afternoon,

Please enlarge and copy the above attached sign template to 2x3 (the Copy Shop has our specifications) and replace the previous public hearing (Planning Commission Hearing) signage with the copies as soon as possible, but no later than October 5, 2020 in order to have them in place for 14 days prior to the open record hearing. . If you could please take pictures to confirm they have been posted and email them to me, I will save copies for exhibits in my staff report.

If you have further questions, please give me a call, and I'd be happy to work through them with you, and we could discuss a site development permit if need be as well.

Thank you,

Shannon D. Johnson
 Senior Planner
 Community Development
 501 N. Anderson Street
 Ellensburg, WA 98926
 Office: (509) 962-7108
 Email: johnsons@ci.ellensburg.wa.us



RESOLUTION NO. 2020-____

A RESOLUTION of the City Council of Ellensburg, Washington relating to the approval of a request for the siting of an Essential Public Facility, File No. P20-010, on property located in Ellensburg, Washington.

WHEREAS, on May 2, 2018 Patti Johnson, Director of Kittitas County Solid Waste, property owner, submitted a request for the siting of a new transfer station, as an essential public facility, to be located on approximately 38.84 acres of property of an existing 50.58-acre parcel located in the northwestern portion of the City of Ellensburg, in Kittitas County, Washington, shown on Tax Map No. 18-18-28030008 as Assessor's tax parcel ID 611033; and

WHEREAS, the applicant also submitted an associated Washington State Environmental Policy Act (SEPA) checklist as part of the proposal; and

WHEREAS, on July 6, 2020 the City's SEPA Responsible Official issued a Mitigated Determination of Non-Significance (MDNS) related to the siting of the essential public facility; and

WHEREAS, following a duly noticed open record public hearing held before the Planning Commission on August 27, 2020, to consider the siting of the Essential Public Facility, as provided by Chapter 15.250.110 ECC, the Planning Commission made a recommendation to the Ellensburg City Council for approval of the siting of the Essential Public Facility request subject to certain conditions; and

WHEREAS, following a duly noticed open record public hearing held during a regularly scheduled Ellensburg City Council Meeting on October 19, 2020, regarding the Kittitas County Solid Waste proposal to site a new transfer station, the City Council approved the siting of Essential Public Facility request subject to certain conditions;

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

Section 1. The Ellensburg City Council makes the following findings of fact:

A. The proposed siting of essential public facility is in compliance with the decision criteria of Ellensburg City Code (ECC) 15.250.110, if developed in accordance with the condition stated herein; and

B. The proposed siting of essential public facility is in conformance with the goals and policies of the City of Ellensburg Comprehensive Plan ("Comprehensive Plan") as amended, if developed in accordance with the conditions stated herein;

C. The proposed use and corresponding siting of essential public facility has been designated in accordance with the permitted uses and future land use designations within the Comprehensive Plan classification and standards for development set forth in the City's Land Development Code if developed in accordance with the condition stated herein; and

D. The public use and interest will be served if the essential public facility is developed in accordance with the conditions stated herein.

Section 2. The siting of the essential public facility request involves property in the northwestern portion of the City of Ellensburg, in Kittitas County, Washington, shown on Tax Map No. 18-18-28030008, commonly referred to as Kittitas County Assessor's Parcel ID #611033, and legally described as follows:

Acres 50.58; PTN SOUTH ½ (B42/P83); SEC 28, TWP 18, RGE 18; City of Ellensburg, Kittitas Co., WA.

Section 3. The Kittitas County Solid Waste Transfer Station Siting of Essential Public Facility (P20-010) shall be allowed for development on the subject property in accordance with the following condition of approval, which shall apply to the applicant, and the applicant's heirs, successors in interest and assigns:

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

Section 4. The Ellensburg City Council makes the following conclusions of law:

A. As conditioned, the proposed use is consistent with the intent, purposes and regulations of the Ellensburg City Code and Comprehensive Plan and the definition of an Essential Public Facility as set forth in RCW 36.70A.200(1)(a).

B. As conditioned, the proposal does conform to the criteria specified in Ellensburg City Code 15.250.110, pertaining to the siting of essential public facilities.

C. As conditioned, this proposal does comply with Comprehensive Plan, the zoning code and other land use regulations, and SEPA.

D. Any Finding of Fact that is more correctly a Conclusion of Law is hereby incorporated as such by this reference.

Section 5. This resolution is the final decision of the City of Ellensburg upon this matter.

Section 6. Notice is hereby given that appeal of this legislative decision shall be barred unless a petition requesting review is filed in the Superior Court of the State of Washington and properly served within twenty-one (21) days after passage of this resolution in accordance with Chapter 36.70C of the Revised Code of Washington.

// // //

// // //

Adopted this 19th day of October, 2020.

MAYOR

Attest: _____
City Clerk



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: October 19, 2020

Item Title/Agenda Subject: Proposed Ordinance –Traffic Code Revisions

Submitted by: Josh Mattson Public Works & Utilities

Recommended Action or Motion: Staff recommends Council consider first reading of the Traffic Code Ordinance.

Background/Summary:

An ordinance is required to revise regulatory signing on the city street system. The proposed ordinance reflects parking revision requests from the Ellensburg School District (ESD).

The proposed revisions and justifications are as follows:

- Parking Restricted – Times and days (ECC 8.12.020):
 - Per the request from Cindy Ramsey, Assistant Transportation Director for the ESD Transportation Department, extend the school bus parking time on the west side of Walnut St. adjacent to Lincoln Elementary School from 7:00 a.m. to 4:00 p.m. to accommodate revised school start times and install an additional school bus parking area from Washington Ave. south to the end of ESD property to provide space for more buses.

Previous Council Action: No Previous Council Action

Analysis:

Staff has reviewed the proposed parking revision requests to section 8.12.020 of the ECC and have no objections or concerns with these requests.

Staff received a request from Cindy Ramsey to extend the school bus parking times on the west side of Walnut St adjacent to Lincoln Elementary School from 7:00 a.m. to 4:00 p.m. while school is in session. The current school bus parking time is from 7:45 a.m. to 3:15 p.m. while school is in session. This parking revision will help facilitate earlier starts for elementary school students. ESD had originally requested an

ending time of 3:00 p.m. However, after working with staff, ESD revised their requested ending time to 4:00 p.m. to accommodate possible schedule shifts to later starts as the district may revise schedules for students returning to school.

ESD also requested additional bus parking area on the west side of Walnut St from Washington Ave south to the end of their property. This revision will provide space to park the additional school buses that are needed to provide minimum social distancing separation for transporting ESD students.

Financial Impact:

The Street Division budget is sufficient to absorb the cost of new signage, and no other fiscal impact should result from this ordinance.

Attachments:

[City bus zone Lincoln 2020 9 29](#)

[Title 8 Traffic - 8 12 020 school bus parking on Walnut](#)



Ellensburg School District #401

1300 East Third Avenue
Ellensburg, WA 98926
www.esd401.org
Phone 509-925-8000
Fax 509-925-8025

Ellensburg School District Transportation Department

1300 East Third Ave

Ellensburg, WA 98926

September 29, 2020

To Ellensburg City Council,

I am requesting that the bus zone along Walnut Street on the East side of Lincoln Elementary be extended. We have more buses in the school loading and unloading zone before and after school and request that the bus zone / no parking be extended to the most southern boundary line of Lincoln Elementary on South Walnut Street. The bus zone / no parking would be along the sidewalk on the East side of Lincoln Elementary starting at the corner of East Capitol Avenue and continue past East Washington Avenue to the southern boundary of Lincoln Elementary.

I am also requesting that the bus zone / no parking time be adjusted to the new bell schedule for Lincoln Elementary. The new adjustment to times would be 7:00 AM to 3:00 PM while school is in session.

Please let me know if you need any additional information regarding these adjustments.

Best regards,

Cindy Ramsey

Assistant Transportation Director

Ellensburg School District Transportation Department

509-925-8100

The Ellensburg School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups.

The following employees have been designated to handle questions and complaints of alleged discrimination: Kim Snider, Title IX Coordinator and Civil Rights Coordinator, 509-925-8007, kim.snider@esd401.org and Section 504 Coordinator, Kelly Kronbauer, 509-925-8011, kelly.kronbauer@esd401.org, 1300 East Third Avenue, Ellensburg, WA 98926.



Ellensburg School District #401

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO TITLE 8 “TRAFFIC” AND AMENDING SECTION 8.12.020 OF THE ELLENSBURG CITY CODE.

WHEREAS, staff received a request from Cindy Ramsey, Assistant Transportation Director for the Ellensburg School District Transportation Department, to extend the bus zone parking area and times on Walnut St adjacent to Lincoln Elementary School,

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

Section 1. Section 8.12.020 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4779, is hereby amended to read as follows:

8.12.020 Parking restricted – Times and days.

A. 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	Description
Eleventh Ave.	South	From “C” St. to “D” St.	No parking from 9:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Fifth Ave.	Both	From Water St. to Pine St.	No parking between 2:00 a.m. and 6:00 a.m.
Fifth Ave.	North	From Sprague St. to Anderson St.	No parking from 8:00 a.m. to 3:30 p.m. while school is in session.
First Ave.	South	From Ruby St. to Sampson St.	School bus parking 7:00 a.m. to 4:00 p.m. while school is in session.
Fourth Ave.	North	From Water St. to Ruby St.	No parking between 2:00 a.m. and 6:00 a.m. Monday, Wednesday, Friday and Sunday.

Street Name	Side	Location	Description
Fourth Ave.	South	From Water St. to Ruby St.	No parking between 2:00 a.m. and 6:00 a.m. Tuesday, Thursday, and Saturday.
Fourteenth Ave.	Both	Main St. to “B” St.	No parking from 9:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Helena Ave.	South	From a point 950 feet west of the centerline of Walnut St. to a point 1,309 feet west of the centerline of Walnut St.	No parking between 8:00 p.m. and 6:00 a.m.
Main St.	Both	From University Way to Fifth Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Main St.	Both	From Third Ave. to Second Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Main St.	East	From Capitol Ave. to Second Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Main St.	East	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Monday, Wednesday, Friday and Sunday.
Main St.	West	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Tuesday, Thursday and Saturday.
Pearl St.	Both	From University Way to Fifth Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Pearl St.	Both	From Third Ave. to Second Ave.	No parking between 2:00 a.m. and 6:00 a.m.

Street Name	Side	Location	Description
Pearl St.	East	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Monday, Wednesday, Friday and Sunday.
Pearl St.	West	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Tuesday, Thursday and Saturday.
Pine St.	Both	From Sixth Ave. to Fifth Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Pine St.	Both	From Third Ave. to Second Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Pine St.	East	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Monday, Wednesday, Friday and Sunday.
Pine St.	East	From a point 59 feet north of the centerline of Foster Ave. to a point 119 feet north of Foster Ave.	No parking between 8:00 a.m. to 6:00 p.m. except Saturdays, Sundays and holidays.
Pine St.	West	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Tuesday, Thursday and Saturday.
Second Ave.	South	From Pearl St. east to alley between Pearl St. and Pine St.	No parking between 8:00 a.m. to 6:00 p.m. except Saturdays, Sundays and holidays.
Seventh Ave.	Both	From Main St. to Pine St.	No parking between 2:00 a.m. and 6:00 a.m.
Seventh Ave.	North	From Pine St. to Ruby St.	No parking between 2:00 a.m. and 6:00 a.m.

Street Name	Side	Location	Description
Seventh Ave.	North	From Walnut St. to Chestnut St.	No parking between 2:00 a.m. and 6:00 a.m. except Sundays and holidays.
Seventh Ave.	South	From Walnut St. to Chestnut St.	No parking between 8:00 a.m. and 5:00 p.m. except Sundays and holidays.
Sixth Ave.	North	From Main St. to Pine St.	No parking between 2:00 a.m. and 6:00 a.m.
Sixth Ave.	South	From Water St. to Pine St.	No parking between 2:00 a.m. and 6:00 a.m.
Tenth Ave.	North	From "B" St. to a point 105 feet west of "D" St.	No parking from 9:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Third Ave.	North	From Anderson St. to Alder St.	No parking between 2:00 a.m. and 6:00 a.m.
Third Ave.	Both	From Water St. to Ruby St.	No parking between 2:00 a.m. and 6:00 a.m.
Third Ave.	North	From Anderson St. to Alder St.	No parking whenever snow exceeds two inches.
Third Ave.	North	From the centerline of entrance to Valley View Elementary to a point 167 feet west.	No parking 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.
Walnut St.	West	From 125 feet north of the centerline of Washington Ave. to Capitol Ave.	School bus parking 7:00 7:45 a.m. to 4:00 3:15 p.m. while school is in session.

Street Name	Side	Location	Description
Walnut St.	West	<u>From the centerline of Washington Ave. to a point 190 feet south of the centerline of Washington Ave.</u>	<u>School bus parking 7:00 a.m. to 4:00 p.m. while school is in session.</u>
Water St.	East	From Manitoba Ave. to Fifth Ave.	No parking between 2:00 a.m. and 6:00 a.m. Thursdays.
Water St.	East	From Second Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Water St.	West	From Manitoba Ave. to Fifth Ave.	No parking between 2:00 a.m. and 6:00 a.m. Fridays.

B. When temporary signs are erected giving notice thereof, no person shall park a vehicle at the prohibited times and days of locations as posted at the direction of the city engineer under the authority granted in WAC 308-330-265. [Ord. 4779 § 1, 2017; Ord. 4730 § 2, 2016; Ord. 4620 § 2, 2012; Ord. 4590 § 2, 2011; Ord. 4544 § 2, 2009; Ord. 4522 § 2, 2008; Ord. 4490 § 2, 2007; Ord. 4453 § 1, 2006; Ord. 4387, 2004; Ord. 4372, 2003; Ord. 4361, 2003; Ord. 4332, 2002; Ord. 4312, 2002; Ord. 4281, 2001; Ord. 4167, 1998; Ord. 4101, 1997; Ord. 4033 § 1, 1996; Ord. 3916 § 1, 1994; Ord. 3873 § 1, 1993; Ord. 3832 § 1, 1992; Ord. 3826 § 1, 1992; Ord. 3677 § 1, 1990; Ord. 3631 § 1, 1988; Ord. 3623 § 1, 1988; Ord. 3592 § 2, 1987; Ord. 3564 § 1, 1986; Ord. 3452 § 2, 1984; Ord. 3430 § 1, 1984; Ord. 3387 § 2, 1983.]

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 October, 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: October 19, 2020

Item Title/Agenda Subject: Resolution to Allow Sole Source Purchase of Itron Electrical Meters

Submitted by: Paul Meyer Public Works & Utilities

Recommended Action or Motion: Adopt the attached resolution establishing General Pacific, Inc. as the sole source supplier for Itron electrical meters.

Background/Summary:

The City of Ellensburg Public Works and Utilities Light Department and Warehouse regularly purchase electrical meters for the measuring and billing of customer electrical usage. Meters meeting the City's specifications are only available from General Pacific, Inc.

Itron meters are the only meters which meet the City's specifications. The majority of the City of Ellensburg's electrical customers are metered with Itron meters. There are a few old mechanical meters and meters by other manufacturers, which are being replaced by Itron meters.

Residential electrical meters are part of the Light Division inventory in the Warehouse. The Warehouse staff will order new meters when levels reach the re-order point throughout the year. Inventory for all other meter types is maintained by the Light Department and kept in the Meter Shop. In the Pacific Northwest region, General Pacific, Inc. is the only authorized dealer for Itron meters.

The UAC has provided a favorable recommendation to the City Council to adopt the attached resolution.

Previous Council Action: Sole source purchasing of Itron meters from General Pacific was last approved by City Council in Resolution 2017-02.

Analysis: The Light Division is currently using meters and programming software that have been supplied by Itron, Inc. for several years. Only Itron meters meet the specifications for electrical meters established by the Division.

Financial Impact:

The 2020 Light Division Budget contains \$42,000 to purchase electrical meters. When meters are installed for new services, the costs of labor and materials is invoiced back to the customer.

Attachments:

[Resolution to approve Sole Source purchase of electric meters](#)

RESOLUTION NO. 2020 - ____

A RESOLUTION of the City Council of the City of Ellensburg, Washington, Waiving the Competitive Bid Requirements for the Purchase of Instrumented Rated Electrical Meters for Use Within the Electric Division of the Public Works & Utilities Department.

WHEREAS, the City has a requirement to provide and manage electrical meters for the residential and general service customers within the City, and the City is currently using meters and programming software for these customers that have been supplied by Itron, Inc. that include compatible Encoders, Receivers and Transmitters (ERTs); and

WHEREAS, the City is currently using electrical meters and programming software for these customers that have been manufactured by Itron, Inc., and are only available for purchase through General Pacific; and

WHEREAS, the proposed purchase of electrical meters from one manufacturer enables the City to use its existing software and licenses, without the need to purchase further (duplicative) software and licenses at a greater cost to the City; and

WHEREAS, RCW 39.04.280(1)(a) permits the waiver of bidding and competitive negotiation requirements for the purchase of materials and supplies which are clearly and legitimately limited to a single source of supply;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ellensburg, Washington, hereby declares:

Section 1. The City Council makes the following factual findings:

a. Other similar electrical meters are available; however, they use different programming software and thus would require additional annual fees and personnel programming training, adding additional costs to manage multiple suppliers of these meters.

b. Staff has confirmed that Itron's manufacturer's representative and distributor is exclusively General Pacific, and there are no other representatives and distributors available to the City.

c. Based on the foregoing, the only electrical meters compatible with the City's current software must be manufactured by Itron, Inc. and purchased from their exclusive distributor, General Pacific.

Section 2. The City Council of the City of Ellensburg hereby declares electrical meters to be manufactured only by Itron, Inc. and purchased from General Pacific, and therefore waives bidding requirements under the authority of RCW 39.04.280(1)(a) for the purchases of electrical meters for use within Electric Division of The Public Works & Utilities Department.

Section 3. This resolution will be effective through December 31, 2023. City staff will make periodic inquiries of the manufacturers no less than every three years to determine whether sole source purchasing is still required.

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

Mayor

Attest: _____
City Clerk



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: October 19, 2020

Item Title/Agenda Subject: Resolution to approve Sole Source Purchase of 2" and Smaller Water Meters

Submitted by: Rod Paul Public Works & Utilities

Recommended Action or Motion: Adopt the attached resolution establishing General Pacific, Inc. as the sole source supplier for all water meter sizes 2" or less.

Background/Summary: The City of Ellensburg Water Division installs approximately 400 new and/or replacement water meters each year. Meter uniformity provides water crews with the ability to install and repair meters more efficiently while also allowing for continuity in installation and replacement parts.

The water meters are part of the Water Division inventory in the Warehouse. The Warehouse staff will order new meters when levels reach the re-order point throughout the year. In the Pacific Northwest region, General Pacific, Inc. is the only authorized dealer for Badger water meters.

Previous Council Action: Similar sole source resolutions were adopted in 2005, 2007, 2010, 2013, and 2017 when the City declared Badger Meter as the sole supplier for all 2" and smaller water meters.

Analysis: In 2015, Badger Meter ceased selling meters directly to their customers. They now sell all their meter products in the Pacific Northwest exclusively through General Pacific, Inc.

Approximately 99% of the City of Ellensburg's water distribution system is metered through Badger water meters. There are a few large and compound meters which are manufactured by other companies.

The Utility Advisory Committee forwarded a favorable recommendation to Council for adoption of the proposed resolution at their September 17, 2020 meeting.

Financial Impact:

The 2019-2020 Biennial Water Division Budget contains \$120,000 to purchase and install new and replacement water meters.

Attachments:

[Resolution to approve sole source purchase of 2 inch and Smaller Water Meters](#)

RESOLUTION NO. 2020-_____

A RESOLUTION waiving the bid requirements for the purchase of new and replacement water meters for use by the City of Ellensburg Water Division from General Pacific Inc.

WHEREAS, the City of Ellensburg Water Division provides its customers with potable water through metered water services; and

WHEREAS, to maintain a consistent infrastructure of the water system and to reduce costs associated with retro-fitting existing water services in order to handle multiple types of water meters, a single meter manufacturer is required; and

WHEREAS, General Pacific, Inc. has provided the City of Ellensburg with approximately 99% of its existing water meters; and

WHEREAS, staff has confirmed that General Pacific, Inc. is the only authorized distributor of Badger water meters in the Pacific Northwest; and

WHEREAS, RCW 35.23.352(9) permits the waiving of bidding requirements for the purchase of materials which are clearly and legitimately limited to a single source of supply or services which are subject to special market conditions, as authorized by RCW 39.04.280(1)(a),

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

Section 1. The City Council of the City of Ellensburg hereby waives the bidding requirements for the purchase of new and replacement 2" and smaller water meters for use by the City of Ellensburg Water Division from General Pacific Inc.

Section 2. This resolution will be effective for three years from date of adoption. City staff will make periodic inquiries of the manufacturer no less than every three years to determine whether sole source purchasing is still required.

Adopted by the City Council of the City of Ellensburg this 19th day of October, 2020.

Mayor

City Clerk

Approved

City Attorney



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: October 19, 2020

Item Title/Agenda Subject: Resolution to allow Sole Source the Purchase of 3" and Larger Water Meters

Submitted by: Rod Paul Public Works & Utilities

Recommended Action or Motion: Adopt the attached resolution establishing Metron, Inc. as the sole source supplier for all water meter sizes 3" or greater.

Background/Summary: Large water meters in Ellensburg range from 3" to 8" in size. Replacing these water meters with meters from the same manufacturer provides water crews with the ability to install and repair meters more efficiently while also allowing for continuity in installation and replacement parts.

Previous Council Action: Similar sole source resolutions were adopted in 2005, 2007, 2010, 2013 and 2017, when the City declared Metron, Inc. as the sole supplier for all 3" and larger water meters.

Analysis:

In 2000, Water Division personnel began changing out compound water meters with single-jet Metron water meters. Single-jet water meters provide a much more accurate consumption read compared to the compound water meter application. Approximately 99% of all 3" and larger water meters installed within the City of Ellensburg are manufactured by Metron, Incorporated. Metron is an approved manufacturer of large single-jet meters, which utilize the City's Itron radio read equipment.

It is not anticipated that purchases of the new single-jet water meters will surpass the \$15,000 threshold for requiring official bids; however, it is likely that the City of Ellensburg's \$7,500 threshold for requiring three official quotes will be exceeded during the ordering process. Since Metron, Inc. does not have distributors for their meters, three official quotes will not be obtainable.

The Utility Advisory Committee forwarded a favorable recommendation to Council for adoption of proposed resolution

at their September 17, 2020 meeting.

Financial Impact:

The 2019-2020 Biennial Water Division Budget contains \$120,000 to purchase and install new and replacement water meters

Attachments:

[Resolution to Approve Sole Source Purchase of 3 inch and Larger Water Meters](#)

RESOLUTION NO. 2020-_____

A RESOLUTION waiving the bid requirements for the purchase of new and replacement water meters for use by the City of Ellensburg Water Division from General Pacific Inc.

WHEREAS, the City of Ellensburg Water Division provides its customers with potable water through metered water services; and

WHEREAS, to maintain a consistent infrastructure of the water system and to reduce costs associated with retro-fitting existing water services in order to handle multiple types of water meters, a single meter manufacturer is required; and

WHEREAS, General Pacific, Inc. has provided the City of Ellensburg with approximately 99% of its existing water meters; and

WHEREAS, staff has confirmed that General Pacific, Inc. is the only authorized distributor of Badger water meters in the Pacific Northwest; and

WHEREAS, RCW 35.23.352(9) permits the waiving of bidding requirements for the purchase of materials which are clearly and legitimately limited to a single source of supply or services which are subject to special market conditions, as authorized by RCW 39.04.280(1)(a),

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

Section 1. The City Council of the City of Ellensburg hereby waives the bidding requirements for the purchase of new and replacement 2" and smaller water meters for use by the City of Ellensburg Water Division from General Pacific Inc.

Section 2. This resolution will be effective for three years from date of adoption. City staff will make periodic inquiries of the manufacturer no less than every three years to determine whether sole source purchasing is still required.

Adopted by the City Council of the City of Ellensburg this 19th day of October, 2020.

Mayor

City Clerk

Approved

City Attorney



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: October 19, 2020

Item Title/Agenda Subject: Resolution to Sole Source Purchase of Ultra-Violet Disinfection Lamps

Submitted by: Rod Paul Public Works & Utilities

Recommended Action or Motion: Adopt the attached resolution establishing Trojan Technologies Inc. as the sole source supplier for new and replacement UV lamps and components.

Background/Summary: The City of Ellensburg Wastewater Treatment Plant utilizes a Trojan Ultra-Violet Disinfection System for treating our wastewater prior to discharging it to the Yakima River. There are key replacement parts and system components that directly influence the performance and reliability of the UV disinfection system. Among these critical replacement parts are the UV lamps, electronic ballasts, wiper seals, control software, etc. that have been approved and validated by Trojan. These validated components can only be purchased through Trojan Technologies Inc.

Previous Council Action: City Council adopted a previous resolution in 2019 to approve the Sole Source Purchase of Ultra-Violet Disinfection Lamps and system components from Trojan Technologies Inc.

Analysis:

The City of Ellensburg Wastewater Treatment Plant installed a new Trojan Ultra Violet Disinfection System in 2018. The Trojan Ultra Violet Disinfection System disinfects water as it passes through 2 channels consisting of 2 banks of UV lamps per channel. There are 36 UV lamps per bank. Under normal flow conditions the system typically disinfects the wastewater through the use of one channel utilizing one bank of lamps at a time.

Trojan Technologies, Inc. will not warranty the UV system unless the High Intensity Lamps are purchased directly through Trojan Technologies Inc.

The Utility Advisory Committee forwarded a favorable

recommendation to City Council to adopt proposed resolution at their September 17, 2020 meeting.

Financial Impact:

Adequate ending fund balance exists in the 2019/2020 Sewer budget for the purchase of the high intensity UV lamps and system components from Trojan Technologies Inc.

Attachments:

[Resolution for Sole Source Purchase of UV Lamps](#)

RESOLUTION NO. 2020-_____

A RESOLUTION waiving the bid requirements for the purchase of new and replacement ultra-violet lamps and components for use by the City of Ellensburg Wastewater Treatment Plant from Trojan Technologies Inc.

WHEREAS, the City of Ellensburg Wastewater Division provides wastewater disinfection prior to discharging to the Yakima River.

WHEREAS, Trojan Technologies, Inc. has supplied the City of Ellensburg with its current wastewater disinfection system.

WHEREAS, to maintain technical and manual warranty service on the current disinfection system, single ultra-violet lamps and components manufacturer is required by Trojan Technologies, Inc.

WHEREAS, RCW 39.04.280(1)(a) permit the waiving of bidding requirements for the purchase of materials which are clearly and legitimately limited to a single source of supply or services which are subject to special market conditions.

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

Section 1. The City Council of the City of Ellensburg hereby waives the bidding requirements for the purchase of new and replacement ultra-violet lamps and components for use by the City of Ellensburg Wastewater Treatment Plant, to be purchased from the sole source of Trojan Technologies Inc.

Section 2. This resolution will be effective for the useful life of the Trojan UV3000 plus system from the date of adoption, or three years from adoption, whichever is longer. City staff will make periodic inquiries of the manufacturer no less than every three years to determine whether sole source purchasing is still required.

Adopted by the City Council of the City of Ellensburg this 19th day of October, 2020.

Mayor

Attest: _____

City Clerk



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: October 19, 2020

Item Title/Agenda Subject: Resolution to approve Purchase and Sale Agreement with Trinity Farms Land LLC for the disposal of Surplus Water Division Property, Parcel #554434

Submitted by: Rod Paul Public Works & Utilities

Recommended Action or Motion: Staff is recommending City Council adopt the attached Resolution approving the Purchase and Sale Agreement with Trinity Farms Land LLC, in the amount of \$22,500.00 and authorize the City Manager to sign the Purchase and Sale Agreement for parcel #554434.

Background/Summary: The City of Ellensburg Water utility owns a 2.0 acre parcel (#554434) located east of 1270 Look Road that was previously used for the purpose of storage and conveyance of water from the City's Nanuam property. The parcel has been determined to be surplus to the City's needs and was advertised for bid. One (1) bid was received on Thursday, September 3, 2020 for Bid Call 2020-23.

Results of Bid call 2020-23 were discussed as an informational item at the September 17, 2020 Utility Advisory Committee meeting.

Previous Council Action: City Council, at its July 20, 2020 meeting, approved Resolution 2020-18 declaring Parcel #554434 a 2.0 acre parcel surplus to the City's needs.

Analysis: Parcel #554434 was advertised for bid, with only One (1) bid received Thursday September 3, 2020. The bid was as follows:

BIDDER	TOTAL BID
Trinity Farms Land LLC	\$22,500.00

The bid received was below the appraised value of \$42,500.00. Staff believes that the property is unattractive based on the

amount of work that will be required to remove the existing concrete reservoir structure that is located on the property. Therefore, the bid reflects what staff believes to be the fair market value for the property.

Financial Impact:

There will be no negative fiscal Impact to the Water Utility Funds received from the sale of the parcel, which will be deposited into the Water Utility fund.

Attachments:

[Resolution 2020- Approving Sale of PW Surplus Lot #554434 \(10-19-20\)](#)

RESOLUTION NO. 2020-__

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

WHEREAS, the City Council of Ellensburg ("City Council") approved Resolution No. 2020-18 on July 20, 2020, which declared three parcels owned by the City as surplus to the City's needs, and authorized them to be disposed of by any means allowed in the Ellensburg City Code and state law; and

WHEREAS, the City commissioned an appraisal of one of the parcels declared as surplus, Parcel #554434, which is approximately 2.00 acres in size ("subject property"), which was then offered to sale through a public bid process; and

WHEREAS, the proposed purchase price of \$22,000 for the subject property is below the appraised value for the property, but was the only bid received by the City, and any potential buyer will be required to remove the existing concrete reservoir structure that is located on the property in order to improve the property, and the offered purchase price is therefore considered to be fair market value as what a willing buyer has offered to pay for the subject property;

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

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

Section 2. The disposition of the City's subject property as authorized herein shall be by "negotiated sale" with Trinity Farms Land, Inc. pursuant to ECC 2.06.100(C).

Section 3. The Mayor is hereby authorized to execute an agreement for the purchase and sale of the subject property to Trinity Farms Land, Inc., attached hereto as Exhibit 1 and incorporated by reference herein. The Mayor and City Manager are also authorized to execute all other documents necessary to complete the sale of the property as set forth herein.

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

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

MAYOR

ATTEST:

CITY CLERK

EXHIBIT 1

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this 5th day of October, 2020, between the City of Ellensburg, a Washington municipal corporation ("Seller"), and Trinity Farms Land LLC ("Buyer").

1. Purchase and Sale of Property. Seller agrees to sell and Buyer agrees to buy approximately 2.0 acres of property on Look Road identified as Kittitas County Tax Parcel No. 554434 ("the Property").

1.1. The Property. The Property involved in this transaction is situated East of 1270 Look Road, Parcel #554434, Auditor's Map No. 18-19-19030-0007, located in Kittitas County, Washington, as shown on the attached Exhibit A.

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

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

1.4. Conveyance. The real property described in Section 1.1 shall be conveyed to Buyer by Warranty Deed subject only to the permitted exceptions and free and clear of all encumbrances and defects that interfere with Buyer's intended use of the Property.

1.5 City Property Declared to be Surplus to the City's Needs. The City warrants that its City Council declared in Resolution 2020-18 as surplus to the City's needs the Property identified in 1.1 above, and that in declaring the property surplus it has followed the required legal procedures for so doing.

2. Purchase Price. Buyer shall pay to Seller as the Purchase Price for the Property the sum of Twenty-Two Thousand, Five Hundred Dollars and no/100ths (\$22,500.00). The earnest money under this Agreement will be in the sum of Ten Percent (10%) of the purchase price, Two Thousand, Two Hundred and Fifty Dollars and no/100ths (\$2,250.00), which will be held by the closing agent and applied to the Purchase Price paid at closing. Buyer will deposit the Earnest Money with the closing agent within ten (10) days of mutual acceptance of this Agreement by Buyer and Seller.

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

the earnest money before any other disbursements from the earnest money are made.

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

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

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

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

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

4.1. Closing Costs. Seller and Buyer shall each pay one-half (1/2) of the costs of a standard form title policy. Buyer shall pay any excess premium attributable to any extended coverage title policy. This sale of the Seller’s property to Buyer is not subject

to the state Real Estate Excise Tax pursuant to RCW 82.45.010(3)(n).

4.2. Closing Date. The closing of the transaction, payment to Seller, and delivery of all items shall occur at AmeriTitle, Ellensburg, WA, and shall occur on a date specified by Buyer and occurring within 30 days of Buyer's notice to Seller that all conditions precedent to closing have been deemed satisfied or waived by Buyer in Buyer's sole absolute discretion. In the event closing shall not have occurred within 90 days after the Execution Date, this agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other.

5. Covenants, Representations and Warranties.

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

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

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

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

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

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

6.1.1. Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents have been, or will be, taken, inclusive of obtaining the consent and approval to this Agreement and to any conveyance instrument required herein by any person or persons holding a

monetary lien interest in the Property. Consummation of this transaction will not breach any agreement to which Seller is a party. Buyer shall have no obligation to pay any funds prior to, at, or following closing to any third party, including any person or persons holding a monetary lien interest in the Property.

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

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

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

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

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

6.1.7. To the knowledge of Seller: (a) no hazardous substances are, will be, or have been, stored, treated, disposed of or incorporated into, on or around the Property in violation of any applicable statutes, ordinances or regulations; (b) the Property is in material compliance with all applicable environmental, health and safety requirements; and (c) any business heretofore operated on the Property has disposed of its waste in accordance with all applicable statutes, ordinances and regulations. Seller has no actual notice of any pending or threatened action or proceeding arising out of the condition of the Property or any alleged violation of environmental, health or safety statutes, ordinances or regulations.

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

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

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

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

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

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

9. Miscellaneous.

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

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

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

TO BUYER:

Trinity Farms Land LLC
Mike Forman
2451 #81 Rd.
Ellensburg, WA. 98926

TO SELLER:

John Akers, City Manager
City of Ellensburg
501 N. Anderson St.
Ellensburg, WA 98926

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

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

9.5. Assignment. Except as otherwise expressly provided in this Agreement, Buyer may not assign this Agreement or Buyer's rights hereunder without Seller's prior written consent, which consent may not be unreasonably withheld or delayed; provided, however, Buyer, with written notice to Seller, is permitted to assign Buyer's interest under this Agreement to an entity wholly-owned by Buyer.

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

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

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

9.9. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, that provision and the remainder of this Agreement will continue in effect and be enforceable to the fullest extent permitted by law. Furthermore, it is the intention of the parties to this Agreement that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision will have the meaning that renders the provision valid.

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

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

9.12. Construction; Role of Legal Counsel. The parties acknowledge that each party has reviewed this Agreement, and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto. If Buyer has any questions regarding this Agreement and any addenda, attachments, or other related

documents, Buyer should consult an attorney or tax advisor of Buyer's own choice. Buyer, by the signature appearing below, agrees and affirms that it has had an adequate opportunity to secure independent legal counsel of its own choosing to review this Agreement and the documents attached hereto.

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

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

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

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

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

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

[Remainder of page intentionally blank]

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

BUYER:

SELLER:

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

By:

Its: _____

Date: _____

By: John Akers
Its: City Manager

Date: _____

Approved as to form for the City of
Ellensburg:

By: Terry Weiner, City Attorney

EXHIBIT A

Part of the Southeast quarter of the Southwest quarter of Section 19, Township 18, Range 19. Beginning at a point 26 feet North of a point 545 feet West of the Southeast corner of the Southwest quarter of said Section; Thence West 300 feet; Thence North 290.4 feet; Thence East 300 feet; Thence South 290.4 feet to the point of beginning



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: October 19, 2020

Item Title/Agenda Subject: 2019 Ellensburg Police Department Annual Report

Submitted by: Ken Wade Police

Recommended Action or Motion: The 2019 Annual Report is presented to the City Council for information. No formal action is requested.

Background/Summary: The Police Department has released its 2019 Annual Report to the public and City Council for review. The Police Department has a long history of producing an annual report to illustrate to our community what the Police Department does on an annual basis. Additionally, the annual report highlights individual employee achievement, crime data and community policing initiatives. The Department's annual reports have always provided a transparent look into departmental operations and activities.

Copies of the 2019 Annual Report are attached, and previous department annual reports can be found at:
<https://ci.ellensburg.wa.us/780/Police-Administration-Annual-Reports>.

Previous Council Action: N/A.

Analysis:

In 2019, the Police Department handled 18,088 calls, which is a 7.2% increase over 2018, with 19,851 offenses, which is a 7.35% increase over 2018. Additionally, the Department wrote 5070 reports in 2019, an increase of 2.3% compared to 2018.

An area of concern involves crimes where children are victims. In 2019, there were 10 child assaults, a 233% increase over 2018, with 177 Child Protection Services referrals, an increase of 92% over 2018.

Motor vehicle collisions have increased in almost every category with 499 non-injury collisions, which is a 43% increase, 72 injury collisions, up 18%, and hit and run collisions up 6.8%.

Calls related to people suffering mental health and/or a drug addiction crisis continue to increase. In 2019, we responded to 383 mental health calls, 53 attempted suicides and 5 actual suicides. In 2018, we responded to 345 mental health calls, 48 attempted suicides and 3 actual suicides.

Overcoming resistance: Of the 18,088 calls handled by officers in 2019, 27 (0.1%) involved a response to resistance, meaning the suspect(s) failed to follow lawful commands either by passive, active or assaultive actions. There were 40 officers involved in these 27 instances. We classify the response used by our officers as either implied force or actual force.

Implied Force + Actual Force = total force response

White	26 + 12	= 36	(1 Taser deployment and 11 hand to hand)
Hispanic	1 + 1	= 2	(1 hand to hand)
Black*	1 + 3	= 4	(Taser implied force, de-escalate hand to hand)
Indigenous	0 + 0	= 0	
Asian	0 + 0	= 0	
Other	1 + 0	= 1	

*Note – a single individual was involved in two incidents which resulted in the single implied force and the 3 uses of force.

Training: We had 2438.25 hrs. of training in 2019.

Annual In-service:

- 32-40 hours – Covering policy changes, law updates, less lethal weapons, defensive tactics etc...

City required training:

- Approximately 10 hours – Covering Heat/cold emergencies, harassment, Blood borne pathogens, etc...

Advanced Training:

- Instructors training - Firearm, less lethal, defensive tactics, patrol officer. (40 – 80 hrs. each) etc
- Management Training – Supervisor Basic, Mid-level management, FBI-LEEDA supervision, employment law,

etc

- General training topics include Cyber-crimes, Advanced Drug Investigations, Tactical Officer performance, Motorcycle Officer and Bicycle Patrol, etc.

Criminal Justice Training Commission:

- On-line annual Crisis Intervention Training
- Patrol Tactics (Updated) – De-escalation training mandated during the 2018 leg. session

Special Projects Training:

- Emotional Intelligence- Recognizing your emotions and those of others to de-escalate conflict
- Personal Professionalism
- Anti-bias policing policy training
- Crisis Intervention-Two hour annual refresher
- How to work with Autism Spectrum Disorder
- Implicit Bias- Dr. Bryant T. Marks
- ACES- Adverse Childhood Experiences and how that affects interactions and future success of individuals
- Conflict Resolution techniques- Yakima
- Comprehensive Mental Health – Understanding and responding to mental health crisis in the community
- HopeSource – Understanding Homelessness and assisting those in need of services

Nationally Recognized Training

- 2019- Rev. Bryant Marks, PhD - “Acknowledging and Managing the Hidden Bias of Good People” training. (2019) Working with CWU and the Kittitas County Law and Justice Council, we were able to bring Dr. Marks to Ellensburg for a one day training.
- We have had to postpone our 2020 training - Jim Ritter (SPD ret) – Understanding and working with LGTB+ communities and Hate Crimes. Originally scheduled for June, we are looking now at February 2021. We are again working with CWU to bring Jim to Ellensburg for a one-day class. Many know Jim, who began his career in Law Enforcement with the Kittitas County Sheriff’s Office before going to Seattle PD. Although Jim lives in Bellevue, he still maintains a residence in Kittitas County.

COST:

- \$33,000 annually budgeted for registration and travel
- 5-year avg. is 2726 hrs. annually. In 2010, there were only 1840 hrs. training

\$101,870 total annual training costs for 2019 (salaries + per diem + registration).

We are required to have a minimum of 24 hrs. of training for each commissioned and reserve officer by the Washington State Criminal Justice Training Commission.

Reporting this information annually provides an overview of the previous year to measure our progress. We continue to search for reporting tools, which we can utilize to provide actionable information, while keeping our community informed.

Financial Impact:

There is no financial impact.

Attachments:

[2019 Annual Report](#)

2019 ELLENSBURG POLICE DEPARTMENT A N N U A L R E P O R T

THE ELLENSBURG POLICE DEPARTMENT WILL ENHANCE PUBLIC SAFETY AND IMPROVE THE QUALITY OF LIFE IN ELLENSBURG BY EXEMPLIFYING EQUALITY, PROFESSIONALISM AND DEDICATION. WITH THE USE OF PARTNERSHIPS AND INNOVATIVE POLICING STRATEGIES, THE ELLENSBURG POLICE DEPARTMENT WILL REMAIN FOCUSED ON OUR CORE RESPONSIBILITY, WHICH IS TO AGGRESSIVELY FIGHT CRIME.



ABOUT US

The Ellensburg Police Department has 29 sworn officers and an administrative staff which is comprised of a chief, operations captain, administrative captain and administrative supervisor whose duties are to provide overall direction to the agency and its personnel while ensuring the quality of police service delivered to residents is maintained at its highest level. Command staff also manage the budget, personnel investigations and commendations, recruitment and selection of new personnel, maintain training standards, research, planning and development. They also address community concerns and issues and maintain relationships with the media and other law enforcement agencies. Other duties include preparing the annual report, overseeing special projects and programs and to retain Washington State accreditation for the department.

CONTACT US

100 N. Pearl St., Ellensburg, WA 98926 • (509) 962-7280 • www.ci.ellensburg.wa.us



CONTENTS

From the Chief	3	Patrol	15-17
In Memoriam	4	Detectives	18-19
Awards	5	Evidence	20
Retirement, Promotions	6	Motors	21
Three-Tenths	7	School Resource Officer	22
Use of Force	8	Reserves	23
Training	9	Code Enforcement	24
Traffic Safety	10	Animal Control	25
Serving the Standard	11	Records	26
Yearly in Review	12-13	Social Media	27
Citizen's Academy	14	Crime Map	28

STATISTICS

Ellensburg Population:	19,960
Washington State Population:	7,546,410
City Roadways:	80.07 Miles
City of Ellensburg:	7.62 Square Miles

THIS REPORT WAS PREPARED BY ANDREA PARIS GRAPHICS & MEDIA, ELLENSBURG, WA

FROM THE CHIEF

OUR COMMITMENT TO THE COMMUNITY

To the Honorable Mayor, Ellensburg City Council and the Ellensburg Community I present the 2019 Ellensburg Police Department Annual Report. This past year will be remembered as the year of fresh beginnings, emotional endings and a deepening commitment toward public safety.

The remodel of the entire public safety building began in April and marks the beginning of a new facility capable of meeting the needs of the police department as well as community and public safety throughout the region. This project updated the nearly 70-year-old building making it more efficient in both the environment we work and in energy savings. Additionally, with the expanded facility we will be able to sponsor training which will offset costs of the ever-growing training requirements for our profession. Bringing officers from throughout the state will also benefit our local economy.

In March of 2019, we experienced our greatest fear when we lost a dear friend and brother officer, Deputy Ryan Thompson. Deputy Thompson was serving the community when he was killed by a suspect during a traffic stop in the city of Kittitas. As a community we grieved Ryan's loss; however, it was also as a community that we found the strength to continue. As the chief I was very proud of the dedication and resilience of our employees and the outstanding support we continue to receive from our community.

During 2019, the department worked diligently toward our goals of reducing crime and improving the quality of life for those in our community. Our patrol division was able to reduce burglaries by 19 percent, thefts by 4 percent and most impressively, vehicle prowls by 68 percent. Animal Control reduced animal complaints by 41 percent while Code Enforcement reduced code complaints by 34 percent. We also found we still have many opportunities for success ahead. Our challenge for 2020 is the reduction of collisions as we experienced a slight increase overall of 8 percent. The most concerning was the 21 percent increase in injury collisions in 2019. With the new Traffic Safety Unit and improvements to our collision data collection processes we will be working to reduce all collisions.

This past year we faced many challenges as a community and as department. As we continue to build for our future and honor the life of a friend, I want to express my greatest appreciation to the Ellensburg community, City Council and City Manager John Akers for all they have done. I also want to thank the men and women of the Ellensburg Police Department, their dedication to this profession and the community is humbling.

Chief Ken Wade



CHIEF KEN
WADE





DEPUTY RYAN THOMPSON

On March 19, 2019, Kittitas County Sheriff's Deputy Ryan Thompson was killed in the line of duty. Fellow Officer Benito Chavez, of the Kittitas Police Department, was wounded following a traffic complaint that escalated into murder.

The events of that night shocked and bonded the community who came together to mourn the senseless passing of an outstanding young man and father of three. Thompson's law enforcement career started 12 years prior at Central Washington University and inside the Kittitas County Corrections Center. He later promoted to the position of line deputy for the KCSO.

The events of the night were investigated by the Ellensburg Police Department. In its conclusion the department reported Thompson had been dispatched to a traffic complaint involving a road rage incident. The driver fled along Interstate 90, entering the City of Kittitas where the car came to a stop in the area of North Pierce Street and Sixth Avenue. The driver – Juan Manuel Flores Del Toro – opened fire on officers, killing Thompson and wounding Chavez before being killed by Deputy Jason Goeman in the ensuing gunfight. Through investiga-



tion it was later determined Del Toro was in the country illegally.

"The senseless murder of Deputy Thompson affected Kittitas County in two ways. It reminded our community that violent crimes still exist in Kittitas County and that we are a community that comes together to take care of each other during tragedies. The love and support for the Thompson and Chavez families and the first responders was truly appreciated. Although the investigation is over, the overwhelming feeling of loss remains," Ellensburg Police Chief Ken Wade said.

In a news release from the Kittitas County Sheriff's Office, Kittitas County Prosecutor Greg Zempel said no charges would be sought against Goeman for his actions in this incident.

Kittitas County Sheriff Gene Dana said he stood firmly behind his deputies. "Through the pain and anguish of losing Ryan and the injury to Benito, I commend Deputy Jason Goeman for his courageous and instant response," Dana said. "His actions prevented any further threat or harm to the community. I am proud of all three of them."

Thompson is survived by his wife, three children, parents and three brothers.

Thompson is survived by his wife, three children, parents and three brothers.

Thompson is survived by his wife, three children, parents and three brothers.

IN MEMORIAM



COMMENDATIONS

PERFORMANCE AWARDS



OFFICER DANIEL ASHBY
2019 PROACTIVE TRAFFIC SAFETY OFFICER



OFFICER RYAN POTTER
2019 OFFICER OF THE YEAR



OFFICER RYAN POTTER
2019 TOP DUI ENFORCEMENT OFFICER

OFFICER RYAN POTTER'S DEDICATION, RELIABILITY, INITIATIVE AND ATTENTION TO DETAIL IN HIS DAY-TO-DAY DUTIES AS WELL AS IN HIS TRAFFIC SAFETY OFFICER POSITION IN THE ELLENSBURG POLICE DEPARTMENT HAS EARNED HIM THIS AWARD. RYAN'S WILLINGNESS TO TAKE ON NEW TASKS IS GREATLY APPRECIATED AND DOES NOT GO UNNOTICED. THANK YOU FOR YOUR COMMITMENT TO THE DEPARTMENT AND YOUR COMMUNITY.

CHIEF'S AWARD

I am honored to present the 2019 Chief's Award to Lathan Wedin. Lathan is the project manager for the police department facility remodel. Over the past two years Lathan has managed the entire project from design to occupancy. Having never been involved in a project of this size, I was amazed to see all the intricate details that go into remodeling a 70-year-old structure into a new police station with all the required components to take the department into the future.

Throughout the project Lathan not only managed the construction oversight, but he walked the administration through the many design features needed to complete the project. But what earned Lathan the Chief's Award was all the work he did over and above the management of the project. Lathan spent countless hours tracking down equipment needed for the department, handling the shipping, unloading and installation of furniture and desks. Lathan often could be found vacuuming, wiping down or otherwise



LATHAN WEDIN
CONSTRUCTION PROJECT MANAGER

cleaning the department during the construction. He did all of this with a smile on his face and a positive attitude. We enjoy having Lathan at the department and respect his opinion and appreciate his guidance. I could go on for hours on everything I appreciate Lathan handling during this construction. We could not have done it without him.

Again, I am proud to announce that the Chief's Award goes to Lathan Wedin.

RETIREMENT



SGT. SCOTT
WILLIS

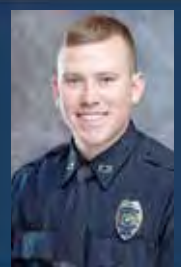
PROMOTIONS



SGT. CAMERON
CLASEN

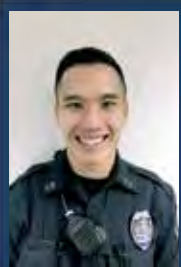


CPL. KLIFF
CAILLIER

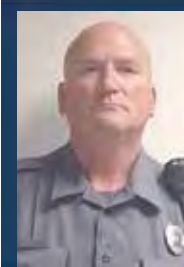


CPL. KEVIN
WILLETTE

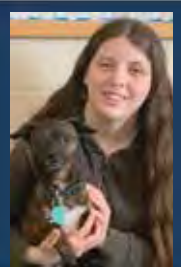
NEW HIRES



OFFICER
CHRISTIAN
ALVIAR



STEVE
MATTHEWS
CODE
ENFORCEMENT



TANYA DAVIS
SHELTER AIDE

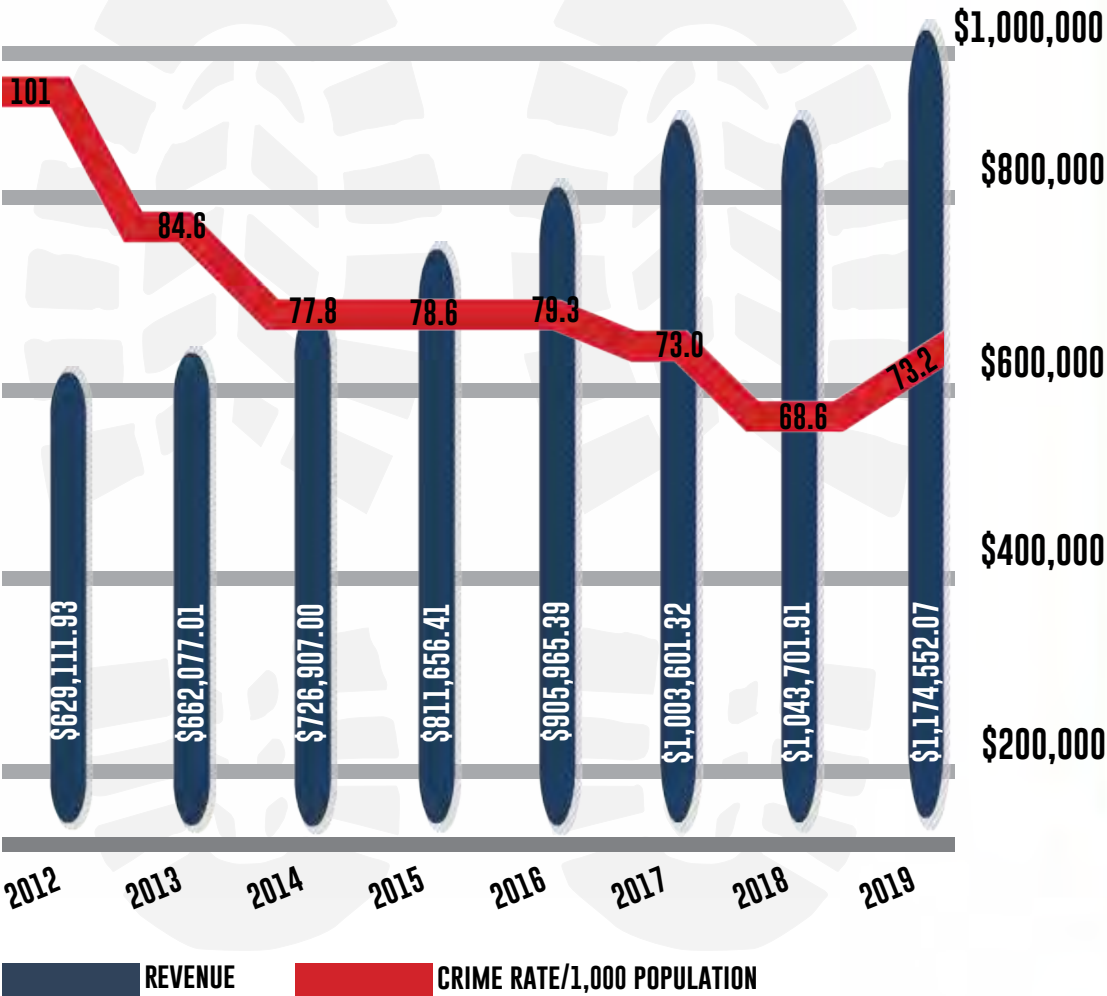
THREE-TENTHS



YOUR FRACTION
IN ACTION

The City of Ellensburg and the Ellensburg Police Department are committed to our pledge regarding the 3/10ths of one percent Criminal Justice Sales Tax. That commitment was to “put boots on the ground” to address crime in our community. Those funds support six additional police officers, two part time and one half-time Animal Control officers and one half-time records clerk since its passage in 2007.

HOW IT’S USED



2019

SALARIES
\$500,319.00

BENEFITS
\$180,939.00

SUPPLIES
\$0

SERVICES
\$0

DEBT SERVICES
\$0

CAPITAL OUTLAY
\$0

REPAIRS/MAINT.
\$0



USE OF FORCE

The Ellensburg Police Department is entrusted with upholding law and order while maintaining peace and safety for its citizens and Police Officers. The department has established policies and guidelines on the use of force that may include hand-to-hand, less-than-lethal and lethal force.

The department's chief and captains constantly evaluate and provide oversight for every instance of force through an internal review process. This review process is not only to assure the use of force was within department guidelines but is also used to identify areas of training for individual officers. Officers are required to complete a force response report anytime they use force and those reports are reviewed and analyzed on a continuous basis. Every officer receives annual training in force response along with department policy review.

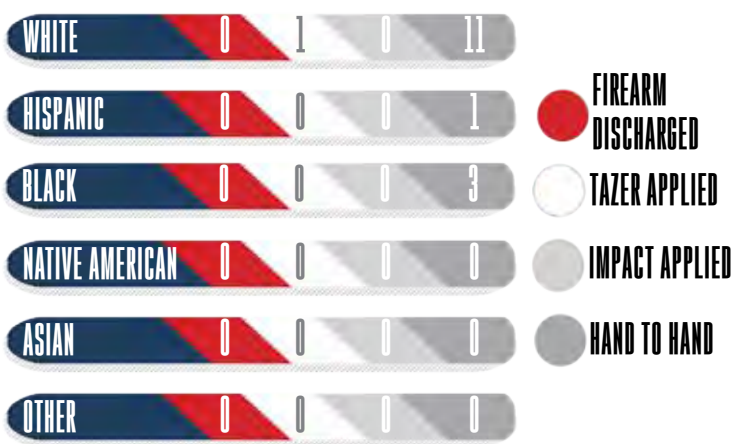
FORCE BY CALL



IMPLIED FORCE



FORCE USED



TRAINING

The Ellensburg Police Department makes use of specialized and advanced training techniques as it continues toward a goal of providing the best in public safety services to our community and its visitors. The department understands that one important component to its success is the training the officers and staff receive.

Each year the department relies on its in-service training, summer training program and a variety of specialized training classes taught by leading experts in their fields. In addition to the classroom training, the department also uses several digital training platforms that specialize in on-line investigations, human trafficking, drug crimes, crisis intervention training and community policing, just to name a few.

Command staff understand the significance quality training and continued education has on department personnel and believe in the department's commitment of building a solid professional foundation in police services through quality training.

Considering the significant impact on quality of service directly related to training, Ellensburg Police Department officers receive an average of 71 hours per year of training time. The department spends about \$101,000 annually in training expenses with travel, salaries and tuition for officer development. In 2019, the Ellensburg Police Department was honored to host Dr. Bryant T. Marks to instruct our officers on the concept of recognizing implicit bias. Dr. Marks is a renowned speaker on this topic and we invite you to search his work on youtube regarding this important concept.

A PROACTIVE APPROACH



DR. BRYANT T. MARKS, SR.

- Dr. Marks' presentation included:
- What is implicit bias?
 - What does implicit bias look like in the real world?
 - How is implicit bias measured?
 - How does implicit bias affect the attitudes and behaviors of the target group as well as the person who holds the bias?
 - How can implicit bias be reduced?
 - How can the potential impact of implicit bias on work-related decisions, behavior, and outcomes be reduced?

Dr. Bryant T. Marks, Sr. is an Associate Professor of Psychology at Morehouse

College, Director of the Program for Research on Black Male Achievement and served on President Obama's Board of Advisors with the White House Initiative on Educational Excellence for African Americans. He also recently completed a temporary appointment as a senior advisor with the White House Initiative on Historically Black Colleges and Universities. In addition, Dr. Marks is a contributor to the White House My Brother's Keeper (MBK) initiative. He has given presentations and conducted workshops for K-12 personnel, higher education faculty and staff, many national conferences and MBK stakeholder groups. He currently serves on the MBK Task Force for Fulton County, GA. He also provides implicit bias training to hundreds of law enforcement officers via a series of White House gatherings for Police Chiefs and their teams.

CONTINUED
EDUCATION
REQUIREMENTS

HOMICIDE
INVESTIGATION

CRIME SCENE
MANAGEMENT

CRISIS
INTERVENTION

LEADERSHIP
SKILLS

MANAGEMENT
TRAINING



2019

TRAFFIC STOPS
496INFRACTIONS
ISSUED
75CITATIONS
ISSUED
21IMPAIRED
DRIVERS
19

10

TRAFFIC SAFETY

In 2019 the Ellensburg Police Department implemented a new Traffic Safety program using funds from a traffic safety grant. The program focuses on all traffic-related issues inside the city. The majority of issues addressed include speeding complaints, distracted drivers, impaired drivers and collisions. The program's goal is to make the community's roadways safer and to educate drivers.

Monies received through the grant have been used to buy an undercover 2019 Dodge Durango. The car is used to blend in with traffic while officers perform traffic safety emphasis and education patrols throughout the city of Ellensburg.

Another part of the grant was used to buy a new hand-held speed radar unit and electronic sign that displays an approaching car's speed. Together the radar unit and sign gather several different types of information including speed, time and date as well as high, low and average speeds in the area. All of the information can be downloaded and analyzed so officers know what is occurring in a specific area.



SERVING THE STANDARD

In recent years the Ellensburg Police Department partnered with local restaurant, bar and tavern owners to stop potential problems before they start.

Serving the Standard helps officers and owners approach concerns in a proactive manner by teaming up to identify and solve any alcohol-related issues. The end results create a safer, more enjoyable environment for patrons and owners alike.

Over the past eight years the program has grown to include 25 businesses. Corporal Kevin Willette, the department's liquor compliance officer, works with business owners to resolve any issues that may arise. By working together the entities have forged a productive working relationship, the keystone to making the Serving the Standard program work.



2019

BUSINESSES
INVOLVED
25WARNINGS
10CITATIONS
0

11

Officer Stephanie Druktenis gives a couple children the rundown on one of the department's motorcycles.



Community members join the department for a barbecue during the annual "Eat the Heat" event.



School Resource Officers, Ellensburg School District staff and officers from the Ellensburg Police Department hosted a safe driving event at Ellensburg High School.



Children are given a tour of a patrol car.



JUNE

JULY

AUGUST

OCTOBER

NOVEMBER

DECEMBER



Officers encourage runners in the annual Firecracker 5K run in Ellensburg.



Kittitas County police officers and firefighters meet Santa as part of the annual "Shop with a Cop or Firefighter" event.

2019

NOW ACCEPTING
APPLICATIONS FOR
THE 2020-'21
CITIZEN'S ACADEMY

CITIZEN'S ACADEMY

The Ellensburg Police Department's Citizen's Academy gives members of our community a look into the inner workings of the department and law enforcement. During the six-week course attendees are given the opportunity to hear from current officers about their day-to-day activities. They also receive some hands-on experience with other courses including the emergency vehicle operator's course, firearms instruction, mock scenes, K-9 demonstrations, traffic stops and DUI enforcement. Members also take tours of Kittcom, Ellensburg's dispatch center, and the Kittitas County Corrections Center.

The Class of 2019 consisted of 10 students who ranged in age from college aged to a 70-year-old who wanted to see what her grandson had ahead of him as he pursues a life in law enforcement.



14

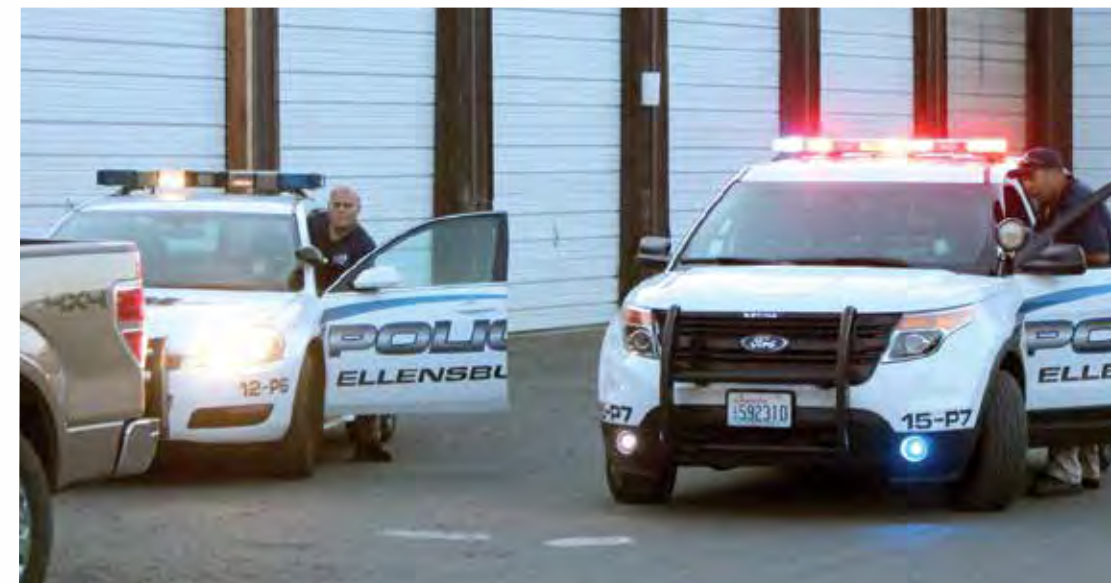
PATROL

Patrol officers are the most visible and recognizable part of the Ellensburg Police Department because they are the ones the community sees the most. The Patrol Division is the largest within the department as well. There are 20 commissioned officers who are divided into four squads which are made up of a sergeant, corporal and three officers.

The officers have numerous responsibilities they must perform throughout the course of a 12-hour shift. Sometimes it can be a simple traffic stop. Other times it could be acting as a crime scene investigator or simply patrolling the city of Ellensburg.

Every year officers continue their specialized training in firearms use, defensive tactics, emergency vehicle operation, emergency medical procedures, traffic accident investigations, blood-borne pathogens, field training and response to unusual situations.

Officers are required to handle all assignments with professionalism and excellence that residents and visitors of Ellensburg have come to expect. Their dedication to service shows each time they respond to a call. Their integrity and ingenuity makes them an indispensable part of Ellensburg and their commitment to safety of its citizenry is unparalleled.



INTERNAL AFFAIRS

3

2

1

INTERNAL AFFAIRS INVESTIGATIONS

PARTLY SUSTAINED

UNFOUNDED

2019

TOTAL CALLS:
18,088

REPORTS TAKEN:
5,070

TRAFFIC STOPS:
4,668

INFRACOCTIONS:
611

CRIMINAL CITATIONS:
269



15

OFFICERS RESPOND TO MANY DIFFERENT TYPES OF CALLS THROUGHOUT THEIR SHIFT. NOT ALL CALLS RESULT IN AN ARREST BUT THEY DO GENERATE A REPORT. OFTEN TIMES OFFICERS WILL REFER AN INCIDENT TO DETECTIVES OR ANOTHER AGENCY FOR FURTHER ACTION OR INVESTIGATION.

- ADULT
- JUVENILE



PATROL

ARRESTS BY TYPE

ROBBERIES REPORTED	5	FRAUD	
ARRESTS	4 2	CREDIT CARD/ATM	0 0
BURGLARIES REPORTED	76	IDENTITY THEFT	7 0
RESIDENTIAL	40	CHECK/PRESCRIPT.	2 0
ARRESTS	3 1	OTHER	
NONRESIDENTIAL	36	TRESPASSING	52 2
ARRESTS	3 0	MALICIOUS MISCHIEF	28 14
THEFTS REPORTED	574	ARSON	1 0
SHOPLIFTING ARRESTS	59 21	NOISE	35 0
BICYCLE THEFT ARRESTS	3 0	DISORDERLY	20 0
WALLET/PURSE ARRESTS	0 0	ALCOHOL INFRACTION	59 10
VEHICLE PROWL REPORTED	96	DRUG SALE/MANUFACT.	9 0
ARRESTS	3 1	DRUG POSSESSION	73 3
VEHICLE THEFTS REPORTED	30	DUI/ALCOHOL	76 0
ARRESTS	8 0	DUI/DRUGS	1 0
OTHER ARRESTS		OBSTRUCTION	25 4
STOLEN PROPERTY	15 2	CRIMINAL ASSIST.	1 0
FORGERY/COUNTERFEIT	2 0	WARRANTS	227 6
		WEAPONS	14 2
		ALL OTHER	55 1

PATROL

OTHER INCIDENTS

MISSING/RECOVERED PERSON	6	KIDNAP/IMPRISONMENT	6
RUNAWAY JUVENILE	32	INDECENT EXPOSURE	8
MENTAL HEALTH ASSIST	372	WEAPONS VIOLATION	18
CHILD ABUSE	199	COURT ORDER VIOLATION	92
CUSTODIAL INTERFERENCE	16	PROBATION VIOLATION	5
SUICIDES	4	SUSPICIOUS CIRCUMSTANCES	180
ATTEMPTED SUICIDES	28	AGENCY ASSIST	147
UNATTENDED DEATH	24	CIVIL PROBLEMS	82
HATE/BIAS	0	LOST/FOUND PROPERTY	443
STALKING	5	RECOVERED PROPERTY	11
HARASSMENT	136	VEHICLE IMPOUNDS	159
UNLAWFUL USE OF PHONE	15	ANIMAL CALLS	197

- ADULT
- JUVENILE



2019

CASES INVESTIGATED
123

CHARGED &
ARRESTED
77

NARCOTICS CASES
12

NARCOTICS ARRESTS
12

AVERAGE CASES
PER WEEK
1-2



18

DETECTIVES

The five men and women who make up the Ellensburg Police Department's Detective's Section are the community's modern-day Sherlock Holmes.

A Detective Sergeant oversees the section. The sergeant and detectives conduct all investigations - from property crimes to homicides - for the department. Detectives work closely with the Kittitas County and City Prosecutor's offices to adjudicate felony and some misdemeanor criminal actions that occur within the city.

The average length of an investigation is about a month but can go longer depending on the specifics of a case. Detectives spend a significant amount of their time on narcotics investigations as illegal drug sales and use continue to reach into every corner of the community.

Aside from investigations, a Detective's primary responsibility includes contacting witnesses, victims and suspects, searching and obtaining any evidence pertaining to a crime and compiling cases against suspects. They also attend hearings, arraignments and trials.



EPD Detectives are from left: John Bean, Derek Holmes, Jennifer Margheim, Ryan Shull and Cameron Clasen.

DETECTIVES

ARRESTS/INVESTIGATIONS BY TYPE



19

2019

RECEIVED
1,247RETURNED
282DESTROYED
1,198

EVIDENCE

The Ellensburg Police Department's Evidence Room does just what the name implies – it holds evidence. The room has two functions: To serve as the community's lost and found and to securely hold all valuable pieces of evidence collected at crime scenes the department's officers and detectives find.

The Detective Sergeant is responsible for the Evidence Room. He makes sure items are correctly identified, cataloged and safely stored to maintain the chain of evidence for any future court appearances. He also must adhere to rigorous standards for the department to maintain its state accreditation.

Aside from evidence the room hosts the varied items people find around town. Cell phones, keys, wallets, debit cards, etc., are collected and kept for up to 60 days or until its owner can be found. A large amount of the items are returned to their owners. But if an item remains unclaimed for a state-specified period of time, it can be destroyed along with other scheduled pieces of evidence, auctioned or absorbed for use by the department.



20

MOTORS

The Motors Section is made up of two officers and one sergeant whose primary responsibility is similar to the Traffic Safety Program - to perform traffic enforcement and education.

Motors officers receive specialized training in motorcycle handling prior to assignment to the section. The motorcycles allow officers more visibility to motorists' conduct and gives them the opportunity to educate drivers and pedestrians about traffic safety. Hot topics include distracted driving, driver inattention and crosswalk enforcement. Their role also works to potentially reduce traffic collisions and fatalities.



2019

TRAFFIC STOPS
376WARNINGS
333INFRACTIONS
147CRIMINAL
CITATIONS
6HOURS ON PATROL
359

21

2019

INCIDENT REPORTS*
150

ARRESTS
13

CASES REFERRED
15

PRESENTATIONS
10

* APPROXIMATED NUMBER



22

SCHOOL RESOURCE OFFICER

Ellensburg Police Department School Resource Officer Stephanie Druktenis has become the friendly face behind the position of School Resource Officer. She has spent the past two years embedded in Ellensburg schools and has earned the trust and respect of students and teachers alike.

This past year Druktenis worked closely with Ellensburg School District staff to ensure a safe environment for students and teachers. She and Ellensburg Police Department Reserve Officers work with the Ellensburg High School Athletic Director to maintain peace at sporting events and take part in school functions and assemblies.

Druktenis, School District staff and other members of the Ellensburg Police Department hosted a successful safe driving event this year, giving students a clear understanding of the what is expected of them as new drivers and young members of the community. Interested students are invited to job shadow her during her working day and Druktenis said she has been able to help others who need her assistance through other community functions and at the Kittitas County Juvenile Probation Office.



RESERVES

2019

RESERVE OFFICERS
13

HOURS WORKED
1,383

TRAINING HOURS
298

The Ellensburg Police Department's Reserve Officers Program has a long history within the department.

Reserve officers are made up of community members who volunteer their time to serve the City of Ellensburg as a limited-commissioned police officer. Many current detectives, patrol and motors officers began their careers in law enforcement in the reserve program.

Reserve officers go through a strenuous hiring process similar to what the full-time entry level officers go through. This includes an oral board, thorough background investigation as well as polygraph and psychological examinations. This allows the department to be confident that a potential reserve officer is qualified and has the capacity and aptitude for police work. Newly commissioned reserve officers work with full time officers to learn the ropes and each is required to work a minimum of 16 hours per month with an average time being 36 hours.

Reserve officers attend a Reserve Academy with more than 220 hours of instruction. State curriculum is taught mostly by full time officers who have been approved by the Criminal Justice Training Commission. Once they have graduated from the Academy, reserve officers receive a limited commission. As part of the mandated annual reserve officer in-service training, reserves receive monthly training on subjects ranging from vehicle operation, case law, policy updates and defensive tactics. To develop their more practical skills reserves also are trained throughout the year on subjects including recognizing youth that are endangered or at risk, communication skills for working with youthful subjects and report writing.

Their primary role is supporting the School Resource Officer. Reserve Officers work at the high school, Morgan Middle School and the elementary schools. Reserve Officers will also work high school sporting events and dances, at concerts and other school activities.



23

2019

RPZ WARNINGS
254

RPZ TICKETS
833

DOWNTOWN
WARNINGS
1,488

DOWNTOWN
TICKETS
1,037

PARKING
COMPLAINTS
562

CODE COMPLAINTS
191

CODE TICKETS
5



24

CODE ENFORCEMENT

Two limited-commission officers are Ellensburg's nuisance and parking complaint team. Together they enforce quality of life issues while making the city a safer, more comfortable place to live and visit.

The officers spend most of their time addressing parking issues in historic downtown Ellensburg. But they also oversee the residential parking zones immediately north of the city and near the Central Washington University campus where on-street parking can be a scarce and valuable commodity. Their goal is to keep parking available at all times for residents and their guests.

The officers also are responsible for a variety of nuisance complaints like derelict properties, tall grass and weeds, excessive dead vegetation, illegal dumping and failure to remove snow and ice from city sidewalks. Officers can issue warnings or citations to those who interfere with the health and safety of the community.



ANIMAL CONTROL

"Through our gates pass some of the most wonderful animals in the world!"

The City of Ellensburg's Animal Shelter was built in 1973 as a safe haven to all run-aways, strays and impounded animals inside the city limits. Today the Shelter still acts as a safe place for animals but its other focus is to place every animal that comes through its doors into a warm and loving home.

The Ellensburg Animal Shelter operates with one manager, two full time officers, two part-time aides and many community volunteers who care for the animals inside the shelter, 24/7.

These individuals are dedicated to the safety and well-being of the variety of animals that find their way to the Shelter. Inside the Shelter staff cares for the animals. But they also take in impounded animals, collect license and boarding fees, release pets to their owners, perform data entry, answer phones, write reports and maintain the Shelter's presence on social media.

Outside of the Shelter officers patrol for stray or injured animals, investigate reports of animal cruelty, handle bite complaints and quarantines, protect people from vicious animals and respond to various other animal grievances



2019

CALLS
FOR SERVICE
750

IMPOUNDS
555

ADOPTED
68

RETURNED
TO OWNER
222

TRANSFERED
TO RESCUE
219

LICENSES ISSUED
1,357

WARNINGS ISSUED
189



25

2019

COURT ORDERS
ENTERED
135

COURT ORDERS
SERVED
55

WARRANTS ENTERED
527

CONCEALED LICENSE
134

PISTOL TRANSFERS
451

SOLICITORS LICENSE
2

PUBLIC DISCLOSURE
REQUESTS
1,368



26

RECORDS

When entering the Ellensburg Police Department, whether to file a report with an officer or fill out a public records request, the first person you will see is a Records Clerk. As your first point of contact with the Department, Records Clerks will direct you to the appropriate forms, departments or officers to best assist you — whether by phone, e-mail or in person.

Every record, report, ticket or document handled or generated by the department will make its way to Records. Records Clerks are then responsible for data entry, transcription of recordings, dissemination of confidential information and gathering and reporting statistics. In addition to these tasks Records Clerks also fulfill public disclosure requests, concealed pistol license applications and processes ticket payments, just to name a few. Clerks also submit information to the National Incident Based Reporting System on a monthly basis for further crime analysis.



SOCIAL MEDIA

The Ellensburg Police Department uses social media platforms as a fun and informative way to interact and stay connected with the community.

Through Facebook and Twitter the department is able to provide useful and timely information on a variety of topics including public safety events like road closures or police and/or fire activities in a specific area. Other topics may include public safety issues or police investigations. This information is meant to educate and inform and to establish a better understanding of the Ellensburg Police Department's Mission through public service announcements.

Another goal is to provide a sense of transparency into the department and its functions. The department wants to have positive social networking between itself and the community it serves by opening a line of dialog through those platforms. Other ways the department stays in touch is through its annual community events like Cop on Top, National Night Out, Shop with a Cop and Firefighter and Coffee with a Cop.



2019

NUMBER OF LIKES
10,929

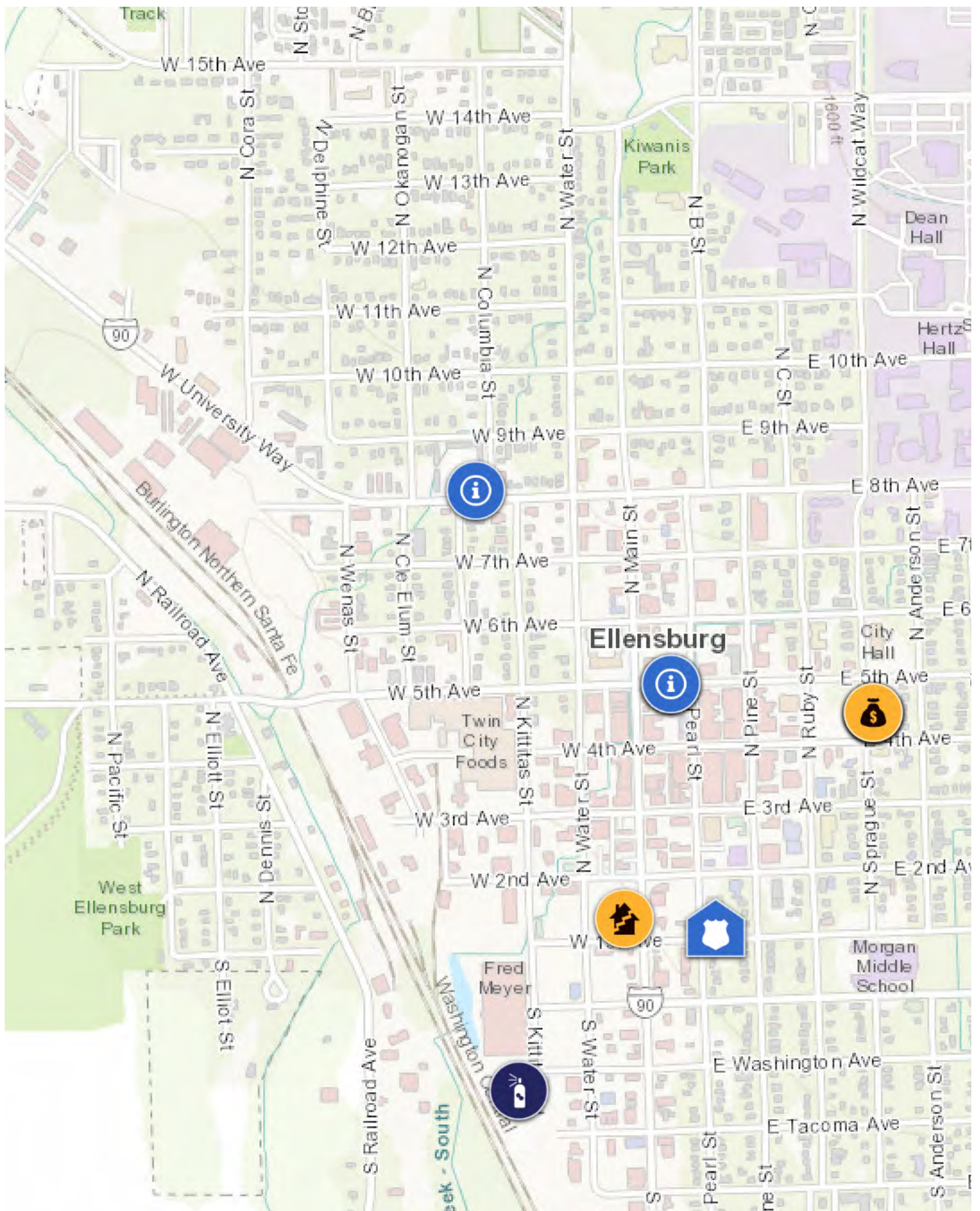
FOLLOWERS
11,335

MOST POPULAR POST
2-13-19

MOST REACHED
123,001



27



TO VIEW CRIME REPORT MAPS GO TO CI.ELLENSBURG.WA.US AND CLICK ON THE "VIEW CRIME REPORTS IN YOUR NEIGHBORHOOD" LINK.



MANAGER'S REPORT

DATE: October 19, 2020
To: Ellensburg City Council
FROM: John Akers, City Manager

1. Notice of Sale of Power.

Staff is notifying City Council, as required by Chapter 9.80 of the Ellensburg City Code, of the sale of power to Chelan PUD. BPA provided the City with the BP20 forecast showing our total retail load less than 1 MW over the Rate Period High Water Mark for both FY20 and FY21. That means we cannot take delivery of the power we purchased from Chelan PUD. The City's 1 MW purchase from Chelan began October 1, 2019 through September 15, 2022 at a fixed price of \$33.65/MWh. 1 MW for FY2020 was sold back to Chelan PUD at \$23.15/MWh. The FY2021 sell back of 1 MW was remarketed to Chelan PUD at \$28.90/MWh.

2. Crytl Enterprises Affordable Housing Grant Withdrawal.

Crytl Enterprises has formally withdrawn as a grant recipient for a proposed affordable housing project to be located on city property addressed at 113 W. Bender Road. The grant award dated December 2, 2019 was to include the granting of the surplus city property, as well as \$765,000 in affordable housing sales tax funds for the construction of 18 single family homes intended for applicants at income levels at or below 60% of AMI. After the grant had been awarded, the City learned that any projects utilizing the sales tax funds would be required to pay prevailing wages. After exploring several options for financing the project, Crytl Enterprises has determined that with the prevailing wage requirement, the project is no longer feasible for constructing homes that are considered affordable. The attached email was submitted to the Affordable Housing Commission and was accepted as formal withdrawal from Crytl Enterprises during their regular meeting of October 7, 2020. With this withdrawal in hand, and the funds now made available, the Commission will again be welcoming applications for eligible projects on an open, rolling basis.

3. Council Representative to the Kittitas County Airport Advisory Board.

Councilmember Lillquist's term on the Kittitas County Airport Advisory Board will expire on December 31, 2020. The Board of County Commissioners is requesting the City Council recommendation for her reappointment or a new appointment. Councilmember Lillquist has advised the City Manager she is amenable to being reappointed.

4. Second Round CARES Act Funding Grant – Central Transit.

The Washington State Department of Transportation awarded the City of Ellensburg a second round of CARES Act Funding in the amount of \$235,690. The funding is provided to assist with COVID 19 impact and operating expenses incurred beginning on January 20, 2020, including maintaining transit services, as well as paying for lost revenue and administrative leave for transit personnel due to reduced operations during an emergency. Agencies, as part of their response to COVID 19, may seek reimbursement for hiring of temporary workers, overtime, cleaning/sanitizing of vehicles and facilities, additional material and telework equipment, hazard pay, training, increased security fees and other expenses. This additional funding brings the total CARES Act Funding Grants for transit to \$471,380.

Kirsten Sackett

From: Tyler Glahn <tylerglahn@gmail.com>
Sent: Friday, October 2, 2020 10:44 AM
To: Jamey Ayling; Kirsten Sackett
Subject: [Ext] Fwd:

City of Ellensburg Community Development:

Please accept this email as Crytly Enterprises formal withdrawal from the affordable housing project located on 113 West Bender Road. Our proposal was based on standard rate pay to employees working on the underground infrastructure creating the lots and employees working on the homes. Additionally, the proposal was based on the RFP sent to us last year where prevailing wage was not required.

After our proposal was accepted, we learned that prevailing wage was in fact required on all aspects of the project. We ran the increased costs of paying prevailing wages to both subcontractor employees and our own employee's throughout the entire project and found the home's costs were too great to fit the criteria as affordable.

Although we are forced to withdraw for the above reason, we are still passionate and dedicated to building solutions to the affordable housing crisis within this community. We are brainstorming new strategies to address this need.

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Thank You,

Tyler Glahn