

CITY COUNCIL AGENDA

November 6, 2023



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

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AMERICANS WITH DISABILITIES ACT

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COUNCIL MEETING GUIDELINES FOR PUBLIC PARTICIPATION
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All City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at www.ectv2.com or on YouTube at [ECTV Ellensburg](https://www.youtube.com/channel/UCv33333333333333333333). You may also attend by phone, only, and listen to the meeting by following the registration instructions under “Procedure for Remote Participation During Meeting” below. Once you register, you will be sent a meeting invitation with a phone number for the meeting.

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

SUBMISSION OF WRITTEN COMMENTS

- Written comments submitted in advance of meeting

Submit written comments by mail to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or via email to: cityclerk@ellensburgwa.gov. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.

- **Comments for public hearings**

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

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

1. ***Advance registration is required to provide public comment or hearing testimony via remote meeting attendance.*** Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).
2. Join the meeting early, as you may need to download the app in advance to participate. Once you've joined the meeting, your camera and microphone will be muted until you are recognized by the Mayor to speak.
3. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
4. The Mayor will identify the agenda item and ask if anyone wishes to speak on the matter.
5. Any interested person may provide comments: 1) under Item 7 on non-agenda items, or 2) on any listed agenda items. If you wish to speak, you must:
 - a) Raise your "virtual hand" in the corner of Zoom application on the computer screen or press *9 on your phone. Raising your hand signals the moderator that you wish to speak.
 - b) Wait to be called upon by the Mayor using your name, e-mail, or phone number used to log in to the teleconference.
6. Please state your name, address, and whether you are representing only yourself or others.

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

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

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

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

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

CONSENT AGENDA

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

AGENDA ITEMS

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

PUBLIC HEARINGS

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

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

**CITY OF ELLENSBURG
CITY COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, November 6, 2023
6:00 PM – Study Session
7:00 PM - Regular Meeting**

Joint Study Session with Affordable Housing Commission (No Public Comment)

- | | | |
|---|--|----|
| A | First and Pine Surplus City Property for Affordable Housing Discussion | 7 |
| B | Catherine Park Affordable Housing Project Update | 16 |

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (Public Comment Opportunity)

- | | | |
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| 2.A | Native American Heritage Month | 24 |
| 2.B | Veterans Day 2023 | 25 |

3. Awards and Recognitions

- | | | |
|-----|-----------------------------|--|
| 3.A | Rodeo Board 100 Year Update | |
|-----|-----------------------------|--|

4. Approval of Agenda (No Public Comment)

5. Consent Agenda (No Public Comment)

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

- | | | |
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| 5.A | Approve Minutes of October 16, 2023 Regular Meeting | 26 |
| 5.B | Acknowledge Minutes of Boards and Commissions | 31 |
| 5.C | City of Ellensburg Central Transit Title VI Plan | 48 |
| 5.D | Resolution 2023-27 Approving Mike and Debra O'Neil's Street Tree Removal Request at 1211 N Vuecrest Road | 83 |
| 5.E | Resolution 2023-28 Katie Meadows Final Plat Phase 1 Approval - P23-053 | 88 |
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5.H	Project Acceptance - Bid Call 2022-12 - Rotary Park Field Light Installation Project	103
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13. Executive Session	
14. Adjournment	



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: First and Pine Surplus City Property for Affordable Housing Discussion

Submitted by:

Department: Community Development

Suggested Motion/Action:

This item is for discussion purposes only.

Background/Summary:

An application to utilize the 1st and Pine City owned properties for affordable housing was submitted by Matt Stalder on behalf of Stalder Interests on October 13, 2020, which was then presented to the Affordable Housing Commission (AHC) on May 5, 2021.. The proposal was to construct a 57-unit studio development using three buildings to provide rental opportunities for low-income residents. The applicant noted intentions to utilize Federal HUD funding for the project and was only requesting property acquisition (donation to the applicant) from the City with no request for City sales tax funds. The AHC recommended moving the item forward to Council to consider an award letter to Stalder Interests and to begin contract negotiations.

On September 7, 2021, City Council approved a conditional award letter which outlined certain accessibility minimums and noted the requirements of a development timeline consistent with the original application. The letter stated that the City of Ellensburg reserves the right to withdraw the award should the project not demonstrate the progress proposed within two years of the date of the award letter (9/7/2023).

On October 18, 2021, the City adopted Resolution 2021-32, declaring the 1st & Pine properties surplus for transfer to be used for affordable housing purposes.

On August 2, 2022, the City Manager signed an Affordable Housing Agreement with Stalder Interests to develop the 1st and Pine properties with affordable housing. Among several other things, the contract established certain benchmarks and timelines for the project.

On February 3, 2023, the City of Ellensburg sent a letter to the applicant noting that several elements of the Schedule of Performance section of the agreement had not been met including; Submission of Evidence of Financing, Satisfaction of Conditions Precedent, and Commencement of Construction. The letter requested clarity if the applicant intended to proceed with the project and requested a proposed modification to the schedule of performance by February 24, 2023, if the applicant intended to proceed.

On February 23, 2023, the applicant provided a response to the City's request. The applicant

stated that the project was being reevaluated to account for capital and commodity costs. The applicant also indicated that a recent increase in building height allowances in the zone would allow for a potential redesign to a single five-story building that could accommodate an elevator and more diversity in unit design beyond studio units. The applicant requested an extension to the timeline to draft the redesign and secure additional investor funding.

Community Development staff responded on March 6, 2023 requesting clarity on a timeframe for the redesign and noting that this proposed change would require another review by the AHC.

On June 28, 2023, the City of Ellensburg sent the applicant a letter noting that we had not received any communication from the applicant since the February 23rd proposal. In this letter, the City included a formal notice of failure to meet conditions 2 and 3 of the Schedule of Performance. Due to the delay in the project, the City required a revised plan to be submitted by July 31, 2023 or the City would terminate the project under section 7.4.2 of the agreement.

On July 28, 2023, the City received a revised narrative and Site Plan for the proposal. The new narrative described a similar revision to the project as noted in the applicant's February 23, 2023, narrative. The applicant indicated that market conditions have changed since the original proposal and that federal funding sources now require more liquid and reserve assets and connections with agency personnel to be considered. The applicant noted that the project may need to consider an application for the City's affordable housing funds to cover increasing permitting, architecture, and environmental review fees.

On September 6, 2023, the project history was submitted to the Affordable Housing Commission for review. After hearing from the applicant, the Commission considered factors of failure to meet timelines and benchmarks described in the agreement and the significant changes to the most recent proposal submitted by the applicant. Thus, the Affordable Housing Commission recommended terminating the contract with Stalder Interests and to pursue new project proposals for the properties.

At their meeting on September 18, 2023, the City Council was notified of the pending termination of the Agreement and presented with options to consider for future affordable housing development on the site. Council requested to meet jointly with the Affordable Housing Commission to discuss housing needs and priorities and to consider any additional parameters to place on future development on the site.

A 30-day notice of termination of the Agreement was provided to Mr. Stalder on September 20, 2023.

Previous Council Action:

On September 7, 2021, City Council approved a conditional award letter to Stalder Interests to develop the 1st and Pine properties as an affordable housing project. On October 18, 2021, the City of Ellensburg declared these properties surplus for affordable housing purposes through Resolution 2021-132. The City also adopted a Housing Action Plan in October 2021.

Analysis:

At the Joint Study Session with the Affordable Housing Commission, staff will present

findings from the housing needs assessment and goals of the adopted Housing Action Plan.

A discussion will be facilitated by staff to consider terms, process, and/or preferences for future affordable housing project development on the 1st and Pine Street property surplus parcels. Several elements to consider include: timelines, ADA/universal design, unit size (studio, 1-2 bedroom, etc.), and housing types.

Financial Impact:

Budget Adjustment: No

Attachments:

1. AHC City Council Joint Study Session

City Council and Affordable Housing Commission Joint Study Session

Affordable Housing Project Selection Criteria
First and Pine Properties

1

1

Topics for Discussion

- **Affordable Housing Background**
- **1st and Pine Property Background**
- **Council Guidance to AHC for Projects on Surplus Property**



2

2

Affordable Housing Background

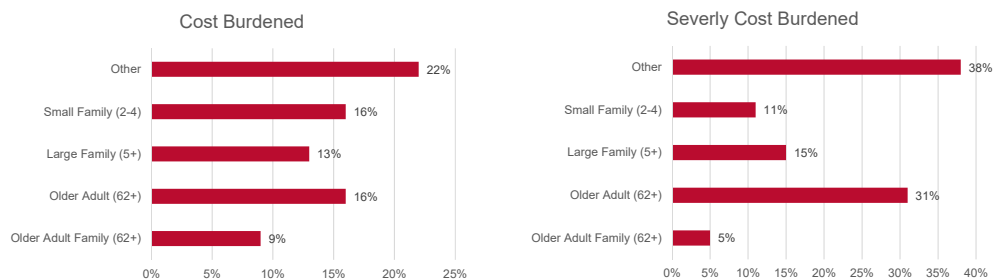
- 10/4/2021 Adoption of the City of Ellensburg Housing Action Plan.
- The plan included an assessment of current needs and strategies to incentivize affordable housing projects.



3

3

Demographic Needs



4

4

Demographic Needs

- 2/3 of households in Ellensburg are made up of one or two people.
- Almost 50% of all housing units in Ellensburg have 3 or more bedrooms.
- The Housing Action Plan indicates a need for several missing middle housing types.



5

5

Missing Middle Housing

- The Housing Action Plan identifies a need for several missing middle housing types
 - Townhouses
 - Cottage Style Housing
 - 2-3-4 Plexes
 - ADU/DADU
 - Condominiums



6

Income Restricted Housing

- Ellensburg currently has 14 developments subject to income restricted housing requirements.
- These developments consist of 685 units.
- These developments range in AMI thresholds from 30% to 95%.
- Subsidy expiration of 2 developments totaling 224 units will take place in 2027.



7

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Previous Proposal

- Stalder Interests submitted application on October 13, 2020 to develop the 1st and Pine properties.
- This application was terminated due to unmet benchmarks.
- Original proposal included
 - 57 studio units
 - Included 3 buildings of 19 units each
 - 3 ADA compliant units
 - Units average 375 sq ft.



8

8

1st and Pine Properties Site Constraints

- 2 parcels combine to approximately .5 acres.
- CC zoning
- 10 ft setback from Pine Street (Secondary Street)
- 15 ft setback from 1st Ave (Landscape Street)
- No density minimum or maximum



9

9

1st and Pine Properties Application Process

- I. RFP and staff review
- II. AHC review of proposals
- III. Recommendation to City Council
- IV. Council general design and conditional approval
- V. Affordable housing agreement
- VI. Monitor project progress and agreement benchmarks



10

10

Guidance Items

- **Terms**
- **Process adjustments**
- **Preferences**
- **Timelines**
- **ADU/Universal Design**
- **Unit Size**
- **Housing Types**



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Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Catherine Park Affordable Housing Project Update
Submitted by: Heidi Behrends Cerniwey, City Manager
Department: City Manager

Suggested Motion/Action:

This item is for discussion purposes only.

Background/Summary:

In November 2017, City voters approved a one-tenth of one percent increase in City sales tax for housing and related services consistent with RCW 82.14.530. The purpose of this local funding source is to support housing and related services in the City. Consistent with state law, housing created with these funds is required to serve households earning 60% or less of Area Median Income (AMI) and fall within specific population groups as described in RCW 82.14.530. The Affordable Housing Commission (AHC) is charged with making recommendations to City Council on allocation of the affordable housing sales tax funds, and recommendations on City surplus property for affordable housing.

On November 22, 2022, the City received an application from Habitat for Humanity Seattle-King County requesting acquisition of City surplus property, commonly referred to as Catherine Park, and \$675,000 in affordable housing sales tax funds, to develop 10 cottage dwellings providing home ownership opportunities to low-income families.

Previous Council Action:

The Ellensburg City Council decided at its July 5, 2022 meeting that the Catherine Park property, Parcel No. 694034, should be declared surplus and developed as cottage housing for an affordable housing project and directed staff to prepare a resolution declaring the property surplus to the City's needs; Resolution 2022-27 - to implement this direction - was adopted by Council at its August 15, 2022 meeting.

At their regular meeting on March 20, 2023, considering an agreement with Habitat for Humanity, the City Council remanded the item back to staff and Habitat to evaluate and address density, site design, parking requirements, and pedestrian access concerns.

Analysis:

The City received a City Sales Tax Funding for Affordable Housing application from Habitat for Humanity dated November 22, 2022. Per the guidance of Council and the open application process, the Affordable Housing Commission reviewed the application at its regular meeting on February 8, 2023.

At the same meeting, the Affordable Housing Commission (AHC), proponents for the project

spoke in favor of the agreement and project. Property neighbors also expressed multiple concerns about the proposed project, including sufficiency of proposed parking, buffers and setbacks, sidewalks, and loss of wetlands.

The AHC forwarded a favorable recommendation to the City Council to award both funding and acquisition of City surplus property to this project as submitted by Habitat for Humanity and develop an agreement for the distribution of funds.

At the City Council meeting on March 20, 2023, Council considered the Award Letter for funding and property transfer conditions of the former Catherine Park property. After discussion, the item was returned to staff for further consideration and analysis, including: 1) pedestrian easement and impact of vacation; 2) sufficient parking given context and location; 3) density, including realistic site design and circulation; and 4) frontage improvements.

Since that time, staff from Habitat for Humanity and the City have met and determined that several of the items to be refined would be impacted by the presence of critical areas on the site. Therefore, understanding the characterization of potential wetlands would need to take precedence. Thus, Habitat funded a high level analysis of the site. The resulting Wetland Reconnaissance Memo by GG Environmental, LLC is attached. This analysis suggested that the wetland on site is likely the result of irrigation seepage from an unmaintained ditch. Department of Ecology provides guidance on how to evaluate jurisdiction of irrigation-induced sites. Further site work to contain the irrigation water will be necessary to determine the amount of buildable property available on the parcel, which will drive future site layout, density, parking, emergency access/circulation, and ultimately, the viability of building on the site. Habitat was given estimates ranging from \$50,000 to \$75,000 to conduct the additional work and monitor results over one to two growing seasons to determine whether the site would be regulated as a wetland.

Staff will provide an update on these activities and their suggested path forward at the Joint Study Session.

Financial Impact:

This item is for discussion purposes only.

Budget Adjustment: No

Attachments:

1. 2023-07-24 Wetland Recon Memo



GG Environmental, LLC

WETLANDS • FISH • WILDLIFE

Geoffrey Gray, MA, PWS
151 Poulin Rd. Selah, WA 98942
509-426-5645 mobile/text
gg@gg-env.com | www.gg-env.com

July 24, 2023

Habitat for Humanity Seattle-King and Kittitas Counties

Rebecca Wold, Director of Real Estate Partnerships

500 Naches Ave SW, Ste. 200

Renton, WA 98057

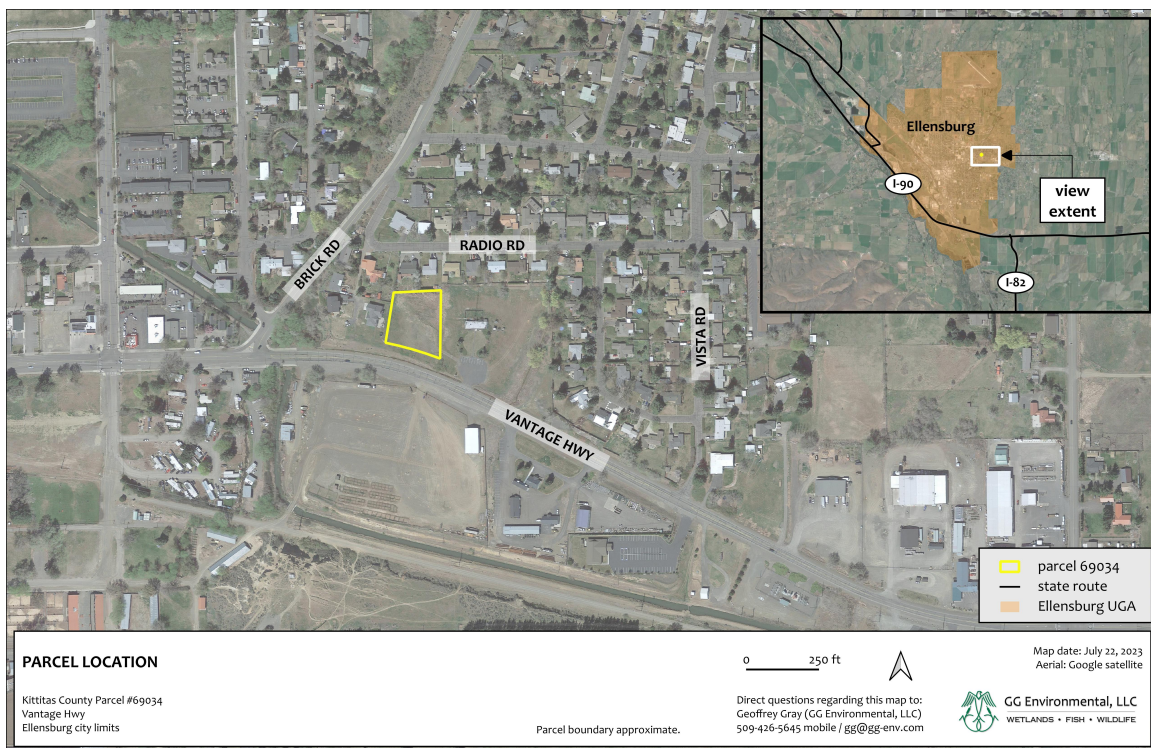
accounts.payable@seattleskc.org | (206) 999-7924

**RE: Wetland Reconnaissance Memorandum for Kittitas County parcel #69034
(Catherine Park, City of Ellensburg).**

Ms. Wold,

The purpose of this letter is to document the field methods and findings of a wetland reconnaissance for parcel #69034 (parcel). The parcel is located north of Vantage Highway, between Brick Road and Vista Road, within the city limits of Ellensburg, Kittitas County, Washington (**Figure 1**).

Figure 1. Parcel Location



The parcel, exhibiting a south-southeast topographic aspect, occurs near the crest of a raised hill comprised of “Thorp Gravel” which consists of sedimentary deposits of silt, sand, and gravels.¹ The local surface soil unit mapped by the NRCS² is *Manastash loam, 5 to 10 percent slopes* (Unit 624). This soil unit is associated with fan remnants and terraces and parent material consists of loess and alluvium. The typical soil profile includes loam from 0 to 15 inches (in), clay 15 to 22 in, gravelly clay from 22 to 25 in and cemented material from 25 to 60 in. Depth to restrictive feature is 20 to 40 in to duripan. Well-drained, depth to water table exceeds 80 in. The soil unit does not flood or pond. It is not listed as a hydric soil nor are its two minor components (Terlan (5%) and Reelow (5%).

Historic topographic maps³ do not show a stream as occurring on the hilltop. No wetlands are mapped within or near the parcel by the National Wetlands Inventory (NWI)⁴ or by Kittitas County⁵. According to 1954 historic aerial imagery⁶, the hilltop was flood irrigated with water diverted across the landscape via a network of open ditches. Water was piped under Radio Rd and around a growing residential development. It appears that the parcel was irrigated as well with the wettest area apparent in the northwest corner, presumably at the location of an irrigation tailwater culvert outlet.

Recent satellite imagery (Google Earth) shows the parcel to be largely xeric from 2000 to 2011 except for green vegetation closely associated with an irrigation ditch that follows the parcel’s northern and eastern limits. However, from 2013 to present, the irrigation ditch appears to become increasingly choked by vegetation and overland seepage, supporting an expanding polygon of wetland vegetation, continues to grow in size.⁷

Observations:

A reconnaissance-level wetland evaluation was completed for the parcel on July 21, 2023. Wetlands were investigated following routine methods described in the *Corps of Engineers Wetlands Delineation Manual*⁸ and *Regional Supplement to the Corps of*

¹ Department of Natural Resources (DNR). 2023. Washington Geologic Information Portal. Available at: https://geologyportal.dnr.wa.gov/2d-view#wigm?-13420810,-13413931,5940450,5943670?Surface_Geology,100k_Surface_Geology,Geologic_Units_100K

² Natural Resources Conservation Service (NRCS). 2023. Web Soil Survey. Available at: <https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>

³ United States Geological Survey (USGS). topoView. Available at: <https://ngmdb.usgs.gov/topoview/viewer/#4/40.00/-100.00>

⁴ United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI). NWI Mapper. Available at: <https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/>

⁵ Kittitas County COMPAS. Available at: <https://kitcogis.maps.arcgis.com/apps/webappviewer/index.html?id=8bcc146d9c2847acb2e9aa239187c25e>

⁶ City of Ellensburg GIS. Available at: <https://gis.cityofellensburg.org/eburgmap/>

⁷ The 2018 satellite image shows a cross-dike cut across the lower wetland to try and divert surface flow back into the irrigation ditch.

⁸ Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Vicksburg (MS): US Army Engineer Waterways Experiment Station. Technical Report Y-87-1. Available at: <https://www.cpe.rutgers.edu/Wetlands/1987-Army-Corps-Wetlands-Delineation-Manual.pdf>

Engineers Wetland Delineation Manual: Arid West Region (Version 2.0).⁹ Plants were identified by scientific name, with their wetland ratings listed per Corps (2020).¹⁰

The parcel exhibits a patch of lush, wetland-obligate plants in the northeast quarter, dominated by cattails (*Typha latifolia*), red-stem bulrush (*Scirpus microcarpus*), and coyote willow (*Salix exigua*).

A Cascade Irrigation District¹¹ tailwater culvert outlet is present in the northwest corner of the parcel (**Attachment 1**). An irrigation ditch, clogged with dense vegetation, was observed at this location and, consistent with observed flow patterns and historic satellite imagery, the ditch continues along the parcel's northern and eastern limits. The slope ratio across the northern parcel boundary is very low, resulting in slow flow even under ideal conditions. Lack of ditch maintenance has allowed wetland plants to colonize the ditch profile, which in turn has resulted in root mass impoundment and sediment aggradation. No longer constrained within the ditch, water overflows and seeps down-gradient. Unable to rapidly infiltrate through shallow clay and duripan (as described by the NRCS), extended saturation supports wetland vegetation and hydric soil indicators (redoximorphic concentrations observed in the upper 12 inches of the soil profile).

Although the irrigation leakage apparently supports a *biological* wetland, best available science strongly suggests the wetland would dry down and the hillside would return to an upland condition were the irrigation ditch to be repaired and restored to its original as-built condition and function – or, if it were to be lined or piped. However, based on state guidance, the wetland is likely to be considered a *regulated* wetland as well.

Recommendations:

The Department of Ecology released guidance in 2010 titled *Focus on Irrigation-Influenced Wetlands*.¹² This guidance states that wetlands within the inside edge and/or bottom of an irrigation ditch are not subject to regulation if the ditch was excavated through uplands. Best available science strongly suggests that the ditch was originally excavated across a xeric hillside upland.

However, the guidance argues that a wetland found down-gradient of a leaking irrigation ditch is subject to regulation because it is an *unintentional* result of digging the ditch. If

⁹ US Army Corps of Engineers. 2008. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0), Wakeley JS, Lichvar RW, Noble CV, editors. Vicksburg (MS): US Army Engineer Research and Development Center. ERDC/EL TR-08-28. Available at: https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/reg_supp/

¹⁰ U.S. Army Corps of Engineers. 2020. National Wetland Plant List, version 3.5. U.S. Army Corps of Engineers, Engineer Research and Development Center, Cold Regions Research and Engineering Laboratory, Hanover, NH. Available at: https://wetland-plants.usace.army.mil/nwpl_static/v34/species/species.html?DET=001100

¹¹ According to adjacent landowner and Robert Bale with Habitat for Humanity (verbal 7-21-2023).

¹² Publication Number: 10-06-015.

the leak can be repaired and the wetland disappears as a result of the improvement, the loss of the wetland would not be regulated.

In order to determine the jurisdictional status of the wetland, it is recommended that, at a minimum, the irrigation ditch be restored to its original configuration and function, thereby reducing the opportunity for water to leak. However, this action may not be sufficient to eliminate all wetland indicators downgradient of the ditch due to the potential for continued seepage. As such, the ideal manner by which to stop leakage and determine the wetland's jurisdictional status would be to line the existing ditch or pipe water across the parcel.

As to how long it would take for the wetland to dry down, the Ecology guidance references a "year or two" as a frame of reference.¹³ However, if wetland hydrology were to suddenly disappear when seepage is stopped, it could be argued that the site no longer qualifies as wetland. If seepage from the ditch is completely stopped via lining or piping, an array of groundwater monitoring pits¹⁴ interspersed throughout the wetland polygon could provide a relatively rapid answer as to whether wetland hydrology¹⁵ persists apart from irrigation influence.

If the above solution is implemented, the jurisdictional status of the wetland might be determined as soon as the end of the first growing season after irrigation repair/improvement.

Limitations:

The data presented herein reflect site conditions encountered on July 21, 2023. Work was performed in accordance with accepted standards for professional wetland biologists and applicable federal, state, and local ordinances. Although these findings are accurate and complete to the best of scientific knowledge, the conclusions herein should be considered as preliminary until they have been reviewed and approved in writing by the appropriate jurisdictional authorities.

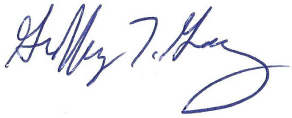
¹³ Page 2, third paragraph in the section titled *Clarification of the terms "Intentionally created" and "non-wetland."*

¹⁴ Approximately 24-30 in deep and wide enough (40-48 in) to allow a person to access the bottom without risk of wall collapse. One wall shall be sloped to allow for trapped wildlife (and small humans) to exit. Pit hydrology shall be monitored every 14 days during the growing season (approximately April 15 to October 15). If this solution is pursued, any risk of injury resulting from the open pits is to be vetted and mitigated by the project proponent. Another alternative is to manually test for soil saturation in the upper 12 inches every 14 days.

¹⁵ Saturation of the soil profile within the upper 12 inches for 14 consecutive days during the growing season.

Should you have any questions or comments regarding the contents of this memorandum, please feel free to reach out at any time.

Best Regards,



Geoffrey Gray, MA, PWS
GG Environmental, LLC
151 Poulin Rd. Selah, WA 98942
gg@gg-env.com. www.gg-env.com
509-426-5645 mobile

Attachment 1. Reconnaissance Map



Wetland Reconnaissance Memorandum
Kittitas County Parcel #69034
Vantage Hwy, City of Ellensburg
July 24, 2023

GG Environmental, LLC
151 Poulin Rd. Selah, WA 98942
(509) 426-5645 mobile
gg@gg-env.com | www.gg-env.com



City of Ellensburg **PROCLAMATION**

Native American Heritage Month
November 2023

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

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

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

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

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

Whereas, the City of Ellensburg adopted a "Land Acknowledgment Statement" in 2022 recognizing the land on which we are located as ceded land of the Yakama Nation.

Now, Therefore, the City Council of the City of Ellensburg does hereby proclaim November 2023 as Native American Heritage Month in Ellensburg and asks all residents to join in this observance by building bridges of understanding and friendship with members of the Yakama Nation and all of our Native American neighbors.

Signed this 6th day of November, 2023.

Attest:
City Clerk

A blue ink signature of Beth Leader, written in a cursive style.

A blue ink signature of Nancy Lillquist, written in a cursive style.
Nancy Lillquist, Mayor



City of Ellensburg

PROCLAMATION

VETERANS DAY PROCLAMATION

Whereas, in 1954 President Dwight D. Eisenhower, first proclaimed November 11 as Veterans Day, calling on Americans to solemnly remember the sacrifices of all those who fought so valiantly, on the seas, in the air, and on foreign shores, to preserve our heritage of freedom; and

Whereas, President Eisenhower asked Americans to commit ourselves to the task of promoting peace so that our Veterans efforts shall not have been in vain; and

Whereas, the members of our armed forces continue to be an inspiration to all of us through their demonstration of courage, leadership and commitment in service to our community and country; and

Whereas, communities across the nation participate in Operation Green Light for Veterans to shine a green light on November 11 to honor the service and sacrifice of veterans; and

Whereas, the greatest acknowledgement of our freedom is to honor our armed forces veterans who have sacrificed and, in many instances, paid the ultimate price for our freedom.

Now, Therefore, the City Council of the City of Ellensburg proudly joins Kittitas County and the rest of our nation to shine a green light at City Hall on November 11 and to salute and give special honor and recognition to those who served us in our armed forces and encourages all residents to promote peace.

Dated this 6th day of November 2023.

Attest:
City Clerk

A blue ink signature of Betty Leach, the City Clerk, written in a cursive style.

A blue ink signature of Mayor Nancy Lillquist, written in a cursive style.
Mayor Nancy Lillquist



CITY OF ELLENSBURG

Minutes of City Council, Regular Meeting

Date of Meeting

October 16, 2023

Time of Meeting

7:00 PM

Place of Meeting

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

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Winn

1. Call to Order and Roll Call

Roll Call Present: Sarah Beauchamp, Rich Elliott (remotely via Zoom), Nancy Goodloe, Nancy Lillquist, David Miller, Monica Miller, Adam Winn

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Public Works & Utilities Director Lyyski, Energy Resources Manager Stanavich, Shop & Warehouse Manager Slyfield, Assistant Public Works Director Helgeson, Water Department employees, Community Development Director Carlson, Planning Manager Johnston, HR Director Young and approximately 23 members of the public

Others present remotely via Zoom: one member of the public

2. Proclamations

- 2.A National Disability Employment Awareness Month October 2023 - Advancing Access and Equity
Jason Self read the proclamation

3. Awards and Recognitions

- 3.A APWA Chapter Heroes Award presented to Ellensburg Water Division, Public Works & Utilities
Mike Helgeson, Assistant Public Works Director, presented information regarding the Award presented to the City Water Department

4. Approval of Agenda

Councilmember David Miller Moved to Amend the Agenda by adding a second executive session per RCW 42.30.110(1)(i), to discuss potential litigation, as Item 13.B.

Councilmember David Miller moved to Approve the Agenda as amended. **Motion Approved 7-0.**

5. Consent Agenda

- 5.A Approve Minutes of October 2, 2023 Regular meeting
- 5.B Approve Minutes of October 2, 2023 Study Session
- 5.C Acknowledge Minutes of Boards & Commissions
- 5.D Approve October 16, 2023 Voucher Listing

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

6. Petitions, Protests, and Communications

7. Citizen Comment on Non-agenda Issues

- Angela Lang, spoke regarding the City survey for Reed Park options
- Cheryl Chance, spoke regarding Craigs Hill and the American Legion
- Scott Heaverlo, spoke regarding the Reed Park property and the property Deed with the County
- Nicole Paxton, American Legion Auxiliary President, spoke regarding the Reed Park project and American Legion business
- Pat Kelleher, spoke regarding ADA accessibility and potential approval of changes to Reed Park by County Commissioners
- Michelle Harrison, Millpond resident, spoke regarding the striping at the South roundabout, City projects and Reed Park/American Legion

8. Business Requiring Public Hearings

- 8.A Resolution 2023-25 to Surplus City-owned Lands and Authorize City Manager to Sign Land Exchange Agreement and Accept Easement from the US Bureau of Reclamation (Public Comment Opportunity)
The Mayor opened the public hearing. Ryan Lyyski, Public Works & Utilities Director, presented information in the staff report. Wendy Christensen with the U.S. Bureau of Reclamation was present to answer questions.

Wendy Christensen, Bureau of Reclamation, spoke regarding the project and the Bureau's appreciation to the City and Twin City Foods for their participation. Council asked questions of staff and with no comments or questions from the public, the Mayor closed the public hearing.

Councilmember Goodloe moved to Adopt Resolution 2023-25. **Motion Approved 7-0.**

Councilmember David Miller moved to Authorize the City Manager to sign the quitclaim Deed and accept the quitclaim deed and easement with the Bureau of Reclamation. **Motion Approved 7-0.**

8.B Public Hearing to Consider Title 15 Land Development Code Amendments and First Reading of Ordinance 4929 (Public Comment Opportunity)

The Mayor opened the public hearing. Jeremy Johnston, Planning Manager, presented information in the staff report and reviewed the five proposed amendments.

Council asked questions of staff. With no questions or comments from the public, the Mayor closed the public hearing.

Councilmember Winn moved to conduct first reading of Ordinance 4929.

Motion Approved 7-0.

9. Introduction and Adoption of Ordinances and Resolutions

9.A Resolution 2023-26, Multifamily Housing Limited Property Tax Exemption Agreement with Patricia Place, LLC for Patricia Place I, 212 West 5th Avenue (Public Comment Opportunity)

Dan Carlson, Community Development Director, presented information in the staff report.

Councilmember David Miller moved to adopt Resolution 2023-26 and authorize the City Manager to sign the Agreement with Patricia Place, LLC. **Motion Approved 7-0.**

9.B Ordinance 4928 (1st reading) - Natural Gas rate adjustment to comply with WA State's Carbon Reduction and Greenhouse Gas Emissions, Cap and Invest program (Public Comment Opportunity)

Buddy Stanavich, Energy Resources Manager, presented information in the staff report.

Claudia Self asked a question regarding customer disability. Council asked questions of staff.

Councilmember Goodloe moved to conduct first reading of Ordinance 4928 adopting the rate adjustments necessary to comply with the State's Carbon Reduction and Greenhouse Gas Emissions, Cap and Invest program, and approve necessary budget adjustments. **Motion Approved 6-1** (Winn voted no).

9.C First Reading of Ordinance 4930 to Amend Title 4.14A Streateries, Parklets, and Sidewalk Cafes (Public Comment Opportunity)

Jeremy Johnston, Planning Manager, presented information in the staff report.

Councilmember Goodloe moved to conduct first reading of Ordinance 4930. **Motion Approved 7-0.**

9.D Second Reading of Ordinance 4924 for Rezone Application P21-132 (Public Comment Opportunity)

Jeremy Johnston, Planning Manager, presented information in the staff report.

Councilmember David Miller moved to conduct second reading and adoption of

Ordinance 4924, approving rezone application P21-132. **Motion Approved 7-0.**

9.E Second Reading and Adoption of Ordinance 4927 for creation of LEOFF 1 Disability Board (Public Comment Opportunity)

Beth Leader, City Clerk, presented information in the staff report. She reviewed the addition of language in the ordinance concerning board members.

Councilmember David Miller moved to conduct second reading and adoption of Ordinance 4927. **Motion Approved 7-0.**

10. Unfinished Business

11. New Business

12. Miscellaneous

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

The City Manager reviewed the report.

Two executive sessions were required per RCW 42.30.140(4)(a) and RCW 42.30.110(1)(i), and was anticipated to last 30 minutes. No action would be taken.

12.B Councilmembers' Reports (No Public Comment)

- Councilmember Beauchamp reported on the Affordable Housing Commission, reported on an upcoming documentary premier of "Unseen" at Morgan Middle School on November 14th and the Library will hold their birthday celebration on January 20th
- Councilmember Elliott attended the CenterFuse and EMS Council meetings, and was currently attending a leadership conference for Wildfire Mitigation
- Councilmember Goodloe attended the DEI Commission meeting, and spoke about the pocket forest groundbreaking at Ida Nason Elementary
- Councilmember David Miller attended the American Planning Association Chapter meeting in Spokane, and will attend the upcoming AWC meeting in Cle Elum
- Councilmember Monica Miller attended the Landmarks & Design Commission meeting
- Councilmember Winn reported the LTAC meeting is upcoming and received 27 applications for funding, and attended the KITTCOM Board meeting
- Mayor Lillquist attended the Association of Washington Business bus tour at ACX, spoke at a PEO Service Organization regarding Boards & Commissions and attended an Airport Advisory Commission meeting

13. Executive Session

13.A Per RCW 42.30.140(4)(a), To review collective bargaining sessions with

employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

- 13.B Per RCW 42.30.110(1)(i), to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

Council recessed at 9:12 pm to take a five-minute break and would then go directly into Executive Session. It was anticipated to last 30 minutes.

Council reconvened at 9:43 pm

14. Adjournment

Meeting adjourned at 9:43 pm

Mayor

ATTEST: _____
City Clerk



CITY OF ELLENSBURG

Minutes of Arts Commission, Regular Meeting

Date of Meeting

August 10, 2023

Time of Meeting

4:00 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

Chair Alex Eyre called the meeting to order at 4:00 pm.

Present: Alex Eyre, Jerry Dougherty, Jeffrey Snedeker, Brian Kooser

Absent: Jill Scheffer, Courtney Blackstock, Erin Oostra

2. Approval of Agenda

Motion: Approval of Agenda

By: Alex Eyre

Seconded: Jerald Dougherty

Yes: Jeffrey Snedeker, Brian Kooser, Jerald Dougherty, Alex Eyre

No: None

Abstain: None

Motion Approved. Motion Passed 4-0.

3. Approval of Minutes

3.A Minutes from June 2023

Commissioner Snedeker noted a correction to the June 2023 minutes.

Art Treasurer to be corrected to Art Treasure.

Motion: Motion to approve the June 2023 Minutes with the above noted correction.

By: Commissioner Eyre

Seconded: Commissioner Dougherty

Yes: Dougherty, Eyre, Snedeker, Kooser

No: None

Abstain: None

Motion Approved. Motion passed 4-0

4. Budget/Financial Report

4.A Review Budget Update

Reviewed current budget.

Discussed needed updates to the format of the budget.

Arts Commission staff member will present updated format for Commissioner Dougherty and Eyre review prior to September Arts Commission meeting.

5. New Business

5.A Welcome Keely Murphy Pickerel

Update on Whippel Park/Community Garden Art Installations

Updates to Whipple Park were presented by guest, Keely Murphy Pickerel.

Reviewed Wind Phone and Poetry Pole projects with the Commission.

Commission discussed expectations regarding graffiti and/or physical damage and maintenance of the installation pieces in the park.

Eyre will reach out to Parks and Rec to review process and maintenance of new art installation pieces for Whipple Park.

Pickerel brought up a future mural site on the warehouse building wall near Whipple Park. Potential future call for artist. Dougherty will find out who the owner of the building is.

5.B Welcome Poet Laureate, Marie Marchland

1. Poet Laureate Report
2. Discussion of change of contractual terms for Poet Laureate

Poet Laureate, Marie Marchland presented annual report.

Marchland recommendations to Commission:

- two-year term for future Poet Laureates
- term ends April 30th not June 30th, with new contract beginning May 1, 2024.

Commission discussed the need to review the entire application/contractual form in November. Eyre and Staff Member Vandenberg will set up special meeting with City Attorney to review:

- contract timeline
- stipend and expenditures
- selling of Chapbook.

5.C Arts Commission Project Volunteer Discussion

Weiss Beauchamp will be volunteering their time to the Art Commission.

Projects will focus on increasing awareness for the Art Commission with video storytelling and photography.

6. Unfinished Business

6.A

1. 2023 Project Grant Funding Awardee Update
2. Quilts of Valor: Scope of Work Request on Funding

3. 2024 Project Grant Funding Submission Update

2023 Project Grant Funding Awardee Update

Presented updated status of awardee returned contract packets.

Commissioner Dougherty will reach out to all past awardees and invite them to a 1:1 meeting for status on projects.

Quilts of Valor

Discussed scope of work change request submitted by Quilts of Valor.

Motion: To fund the original grant request and scope of work by Quilts of Valor for the production of materials to make quilts, and reject the change to the scope of work request, to fund the making of the racks to support the quilts.

By:Kooser

Seconded:Dougherty

Yes:Eyre, Snedeker, Kooser, Dougherty

No: None

Abstain: None

Motion Approved. Motion Passed 4-0

7. Subcommittee Business

7.A

1. Ellensburg Cultural Arts Program: Alex, Jeff
2. Funding: Jerry, Jill
3. Public Art: Alex, Jerry
4. Advocacy/Public Relations: Brian, Jeff
5. Art Walk: Courtney, Jill

Ellensburg Cultural Arts Program: Ellensburg Arts and Cultural Alliance elected board of directors, drafted and approved bylaws. Commissioner Snedeker reached out to board to lend support, has not heard back.

Funding: Nothing to report.

Public Art: The City Manager's office has a public art piece.

Hosey Art Collection in Walla Walla: Additional pieces have come back to the collection. There are hurdles in bringing them to Ellensburg. Commissioner Eyre would like input from the Commission.

Next Steps:

1. Determine what parks/city property is available for sculpture art.
2. Commission needs to determine which pieces from the collection for items in #1.
3. Commission needs to obtain bids for those specific pieces.

Action Items:

1. Dougherty will reach out to CWU campus police to gauge safety issue regarding large sculptures.
2. Eyre will schedule meeting with Brad Case to review top six spots available

within parks/city property.

8. Announcements

9. Citizen Comment

There was no citizen comment.

10. Staff Update/Discussion Items

There was no staff update to report.

11. Commission Representative Update

There was no Commission Representative to report.

12. Action Items:

13. Next Meeting

14. Adjournment

With no further discussion, meeting adjourned at 5:45 pm.

Respectfully submitted,
Kelle Vandenberg, Staff Liason

Drafted: 08/10/23

Approved: 09/14/23



CITY OF ELLENSBURG

Minutes of Arts Commission, Regular Meeting

Date of Meeting

September 14, 2023

Time of Meeting

4:00 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

Chair Alex Eyre called the meeting to order at 4:00 pm

Present: Brian Kooser, Alex Eyre, Council Liaison David Miller, Erin Oostra, Jeffrey Snedeker, Jerry Dougherty, Jill Scheffer, Courtney Blackstock

Commissioner Eyre introduced new Commissioner Oostra and welcomed her to the Arts Commission.

Guest: None present

2. Approval of Agenda

Motion: Approval of Agenda

By: Commissioner Kooser

Seconded: Commissioner Snedeker

In Favor: Eyre, Oostra, Dougherty, Scheffer, Blackstock

Opposed: None

Abstain: None

Motion Approved. Motion Passed: 7-0

3. Approval of Minutes

3.A Minutes from August 2023

Motion: Motion to approve the August 2023 Arts Commission minutes.

By: Commissioner Snedeker

Seconded: Commissioner Dougherty

In favor: Kooser, Eyre, Oostra, Scheffer, Blackstock

Opposed: None

Abstain: None

Motion Approved. Motion Passed: 7-0

4. Budget/Financial Report

4.A YTD 2023 Arts Commission Budget Update

Staff liaison gave budget update

5. New Business

5.A Request for Funding: CWU New Music Festival

Commissioner Eyre outlined funding request from Ben Beamer. Mr. Beamer declined to present in person. Commissioner Snedeker gave an overview of the festival to all present. Commissioners had discussion regarding funding request as submitted.

Action:

Motion: Move that we decline the request for funding due to incomplete proposal and the request is past the deadline for applying for grant funding.

By: Commissioner Dougherty

Seconded: Commissioner Eyre

In favor: Scheffer, Blackstock, Oostra, Kooser, Snedeker

Opposed: None

Abstain: None

Motion Approved. Motion Passed: 7-0

5.B Process Review of 2024 Project Grant Submissions

Commissioner Dougherty reviewed the Project Grant Policy and Procedures with the Commission.

Currently commission has \$30,000 available in grant funding with 34 application submissions. Application criteria reviewed.

6. Unfinished Business

6.A Action Item Updates:

1. Art in the Park Selection Process: Commissioner Eyre gave an update on meeting with Park & Recreation Director, Brad Case.

2. Potential Mural Wall-Whipple Park: CWU Chief of Staff, confirmed that the distribution building that is next to Whipple Park is owned by CWU Dining Facilities and believes a mural utilizing student artists/community artists would be good on the building.

Action Item: Staff liaison to gather information to bring to commission for review.

3. Poet Laureate Contract/Projects-Meeting scheduled with City Attorney and City Manager to review terms of contract. Staff liaison recommend adjusting the contract to follow current fiscal cycle.

4. Hosey Art Update:

- Commissioner Dougherty checked with campus police regarding safety concerns for large sculpture pieces. No incidents were noted.
- **Action Item:** Select individual pieces of work and identify proposed placement. Eyre/Dougherty

7. Subcommittee Business

7.A 1. Ellensburg Art & Cultural Alliance: Eyre/Snedeker

Update given by Commissioner Eyre.

- Applied for 501c3 status.
- Creative District application proceeding on schedule.
- Working on logo design and securing website url.

2. Funding: Dougherty/Scheffer

No update at this time.

3. Public Art: Eyre/Dougerty

Update: Bus Shelter Art: Need active inventory of existing bus shelters, with and without public art.

Action Item: Staff liaison to look for data from public works.

4. Advocacy/Public Relations: Kooser/Snedeker

No update at this time.

New item: Work to coordinate PR campaign regarding 2024 project grants once awarded.

5. Artwalk: Blackstock/Scheffer/Oostra:

- a. Reach out to Mariposa regarding unpaid amount.
- b. Commissioner Oostra gave update on Artwalk map that she created to increase more walkable for all the venues.

Action Items: Potential App for Artwalk: Work with CWU CS481 develop app for ArtWalk venues/locations.

8. Citizen Comment There was no citizen comment

9. Staff Update/Discussion Items:

9.A Preparing for the November City Council Report and Budget Approval (Nov. 6th)

9.B 2023 Project Grant Funding Update

9.C Contract for designs for glass panels to be placed on bus shelter outside the CWU SURC building

10. Commission Representative Update

11. Adjournment: 5:33 pm



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Diversity, Equity & Inclusion

Commission Meeting

September 12, 2023

3:00 PM

Zoom only

1. Call to Order and Roll Call

The Chair called the meeting to order at 3:00 p.m.

Roll Call Present: Nancy Goodloe, Mayra Colazo, Kandee Cleary, Amber Hoefer
Alex Mandujano and Tylene Carnell

Also present: Nicole Klauss, Public Information Officer (Recording Secretary); Heidi Behrends Cerniwey, City Manager; Jodi Hctor, Aquatic & Recreation Supervisor; and 1 member of the public

Commissioner Cleary moved to approve an excused absence for Teresa Divine.
Commissioner Carnell seconded the motion. **Motion approved 5-0.**

2. Approval of the Agenda

Commissioner Carnell moved to approve the agenda with the removal of item 8B, discussion about Robert's Rules, to be pushed to the October agenda. Commissioner Cleary seconded the motion. **Motion approved 5-0.**

3. Approval of Minutes from August 8, 2023 Meeting and August 11, 2023 Retreat

Commissioner Colazo moved to approve the minutes from the August 8, 2023 DEI Commission Meeting and the August 11, 2023 Retreat. Commissioner Carnell seconded the motion. Discussion was that the retreat was good. **Motion approved 5-0.**

4. Previous Meeting Motions And To-Do List Review

DEI Commission will assign tasks at October meeting.

5. Liaison Reports

None.

6. Subcommittee Reports

Chair Goodloe reported the Interview Subcommittee forwarded the recommendation of Phil Backlund to the City Council for appointment to the DEI Commission. There were two excellent candidates, and it was a tough decision. The other applicant's information will stay on file for six months and the applicant may be contacted about serving on one of the other City boards or commissions that was listed as a second choice.

Commissioner Colazo reported that the Listening Tour Subcommittee met and selected Commissioner Togiailua as the chair. They have a list of future groups to reach out to. Colazo asked if there is a policy on how groups are selected and Chair Goodloe said not currently.

Chair Goodloe reported the Belonging In The Burg Subcommittee will be meeting with CWU on Sept. 19 to discuss the next event.

7. Commission Member Reports

Commissioner Colazo said CWDR will be doing a litter pickup on Thursday, 9/14 from 3-5 p.m. and people who want to join can meet at CWDR.

Commissioner Hoefer has a new job and will be leaving CWU to work for the Washington State Commission on Hispanic Affairs.

Commissioner Carnell reported Helen House is working with folks at KCRCO and other organizations serving youth to talk about programming, activities, and introducing kids to other kids to build connections and bring youth-serving organizations together.

8. New Business

A. Discussion Regarding Pool Signage and Inclusivity

Jodi Hctor discussed a recent incident at the pool and the staff's plans to improve signage at the facility. She mentioned adding some curtains to the restrooms to create changing stalls for anyone who wants privacy.

Commissioner Carnell expressed appreciation for Hctor bringing this issue forward. Carnell had asked the local transgender community for their thoughts, and they mentioned similar ideas to make it known that it's an inclusive space when someone walks in and adding ceiling runners. Carnell said she is available for ideas or conversations.

Hctor will send the signage links to the Klauss to distribute to the Commission for feedback.

B. Discuss partnership opportunity with Dispute Resolution Center

At the August meeting, Carolyn Thurston, Director of the Dispute Resolution Center of Yakima & Kittitas Counties gave a presentation about forming a Central Washington Equity Coalition. The Commission discussed the idea. All Commission members present expressed an agreement in participating and they would want to have a DEI Commission representative assigned to the Coalition.

The Commission would like to discuss the different models available at two different meetings. They suggested Klauss add the first model, North Central Washington Equity Alliance to the October agenda and the DRCGHP model to the November agenda.

Klauss will reach out to Thurston to let her know of the interest and discuss next steps.

C. Review Recommendation On Public Comment Requirements

Chair Goodloe thanked the Subcommittee for putting together the recommendation to remove the requirement for the public to provide their address at City Council meetings. The Commission suggested one small change to the proposed recommendation "...whether they are speaking as an individual or in a representative capacity."

Commissioner Cleary moved to forward the memo regarding Section 7 of 2022-45 Council Rules and Procedures – Providing Name and Address to the City Council for consideration. Commissioner Colazo seconded the motion. **Motion approved 5-0.**

D. Adopt Goal List From Retreat

Chair Goodloe proposed some changes to the goal list developed at the retreat:

- Core focus: Assess and monitor pulse of the community and use data to understand and guide programming
- Begin to use data in decision making changed to Put a structure in place to be able to use data (1-year goal)
- Develop partnerships for planning a multicultural event to celebrate the opening of Unity Park that focuses on music, food, dance, etc.
- Develop a spending plan for 2024. (Keep on 90-day goal) Develop a proposal for City Council to request additional funding in the 2025-2026 budget. (Move to 1-year goal)
- Develop the strategies and partnerships to support diverse residents to apply to City boards to better reflect our diverse community. (Move to 1-year goal)
- Add pizza klatch to 90-day goals.

Commissioner Cleary moved to adopt the amended retreat planning outcomes, 10-year goals, 3-year goals, 1-year goals, and 90-day goals with the proposed changes. Commissioner Carnell seconded the motion. **Motion approved 5-0.**

E. Adopt Accomplishments List From 2022 Retreat to 2023 Retreat

Commissioner Cleary moved to adopt the accomplishments list from the 2022 retreat to the 2023 retreat. Commissioner Mandujano seconded the motion. **Motion approved 5-0.**

9. Staff Report

Klauss reported that Commissioner Hoefer is scheduled to visit the Environmental Commission on 9/20/23 at 5:15 p.m. in the Council Conference Room.

10. Public Comment

Chair Goodloe called for public comment; there was none.

Commissioner Carnell mentioned that the 20+ Safe Space trainers each signed an MOU to provide two trainings each through the next year. So far two have been provided (Gallery One and EHS) with 77 people trained. If someone wants to set up a training they can reach out to Tylene@Helen-House.org or to Doug Fulp, KCHN, at doug@healthierkittitas.org.

Chair Goodloe provided an update that the Council approved the proclamations list and approved days but removed the Mexico Independence Day. Klauss will send the approved list out so people can sign up to write posts.

11. Preview Next Meeting October 10, 2023

- Robert's Rules vs consensus model (discussion led by City Manager)
- Discussion about procedure on how to choose listening tour audience
- Assign work from 90-day list

Meeting adjourned at 4:16 p.m.

Nicole Klauss

Drafted: 9/14/23

Approved: 10/10/23



**Parks & Recreation Advisory Commission
Meeting Minutes – September 13, 2023**

DATE OF MEETING: September 13, 2023
MEMBERS PRESENT: Nikki Pollock, Frana Milan, Nick Zentner, Ali Brown, Casey Fiske, Marion Gonzalez, Jackie Adams (remote)
OTHERS PRESENT: Parks & Recreation Director Case, City Manager Heidi Behrends Cerniwey, two members of the public
LOCATION: Meeting was held in the City Council Conference Room and Remotely

CALL TO ORDER – Meeting called to order at 5:30pm

INTRODCUTION OF NEW COMMISSION MEMBERS – Casey Fiske and Marion Gonzalez introduced themselves as the new Parks & Recreation Commission members.

MEETING MINUTES – Meeting minutes from the June 14, 2023 meeting were approved as submitted.

NEW BUSINESS – Liaison from the Adult Activity Center to the Parks & Recreation Commission – Staff shared with the Commission that an ordinance was going in front of City Council that would dissolve the Senior Advisory Commission. As a result of this happening, staff and current members of the Senior Advisory Commission feel that it's important for the senior population continue to be represented on matters related to the senior population. This would be accomplished by the Adult Activity Center patrons appointing someone from the Center to serve on the Parks & Recreation Commission as a liaison.

OLD BUSINESS – Project Updates

Reed Park – Staff provided the Commission with two new design options, E. and F., for the area of the park closest to the water tower. Both plans add overlook parking, retain the large greens space area adjacent to the water tower, and creates a new loop approximately half way between the two existing loops. Staff will bring the full plans to the October 11, 2023 Parks & Recreation Commission meeting for further review.

Unity Park – staff provided an updated timeline for construction. Staff anticipates work commencing shortly after January 1, 2024 with the park being completed by June 1, 2024.

Rotary Park Master Plan – Staff had anticipated having a draft preferred plan ready for Commission however due to a family emergency the consultant is still working on completing the draft plan. Staff will bring the draft plan to the Commission at their October 11th meeting.

Fieldhouse Update – Staff recently completed interviewing five consulting firms to complete 30% design on the project. The firm the City selected was the Helix Design Group.

ITEMS FOR OCTOBER 11, 2023 MEETING

- Park Partnership Proposals
- Reed Park Conceptual Plan Review
- Rotary Park Master Plan Final Concept Draft Review
- Pickleball Court Update

COMMISSION MEMBER REPORTS/OTHER BUSINESS

Commission Chair Brown talked about the improvements taking place at Wippel Park and how wonderful the park was coming along.

STAFF REPORTS – 1. City had over 460 people respond to the Rotary Park master plan containing a lot of consistencies with the feedback regarding what people wanted to see in the new updated plan. 2. Enrolment for the fall recreation programs has been very strong. Staff will continue to work with the Ellensburg School District to provide community access to gyms for family and adult recreational opportunities.

Meeting adjourned at 6:55pm.



PUBLIC TRANSIT ADVISORY COMMITTEE MEETING MINUTES

City of Ellensburg
Date & Time of Meeting
Place of Meeting

Minutes of PTAC Meeting
August 15, 2023 3:30 PM
Virtual Meeting

1. Call to Order and Roll Call

Roll Call Present: David Miller, Sawyer Stearns, Amy Spitznas, Jim Hurson, Joey Bryant, Charles Johnson, Christopher King

Roll Call Absent: None

Also Present: Keiko Walsh – HopeSource, Bryan Elliott – Kittitas County

2. Approval of Agenda

- Motion by David Miller to approve the PTAC August 15th Meeting Agenda.
Motion Affirmed by all.

3. Approval of Minutes

- Motion by David Miller to approve the PTAC July 18, 2023 Meeting Minutes.
Motion Affirmed by all

4. Guest Speaker

- Kittitas County Auditor, Bryan Elliott, proposed a bus stop be put at the courthouse to ensure persons with disabilities can vote and have access to other services at the Courthouse. Members agreed it would be beneficial to have a bus stop at the Courthouse.

5. Ridership Stats

- June 2023 Ridership stats were presented.

6. Transit Updates

- The final review of 2023 – 2028 Transit Development Plan and Annual Report was completed. The members approved the plan to be sent to the Ellensburg City Council for approval.
- Motion by Christopher King to approve The Amendment No. 2 to the Dial A Ride Agreement.
Motion Affirmed by all
- Motion by Joey Bryant to approve the Amendment No. 2 to the Agreement for the Upper Kittitas County-Ellensburg Commuter Bus Service.



PUBLIC TRANSIT ADVISORY COMMITTEE MEETING MINUTES

Motion Affirmed by all

7. Transit Marketing Updates

- New Central Transit advertisements were shared.

8. Member Updates

- PTAC Member Sawyer Stearns resigned her position due to moving out of the area.

9. Next PTAC Meeting:

- The next regular PTAC meeting will be held on September 19, 2023

10. Adjournment:

With no further discussion, the meeting was adjourned at 4:55 PM

Betsy Dunbar

Drafted: August 16, 2023

Approved: October 17, 2023



CITY OF ELLENSBURG

Minutes of Utility Advisory Committee, Regular Meeting

Date of Meeting

July 20, 2023

Time of Meeting

3:30 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

Chairperson Goodloe called the meeting to order at 3:30 pm.

Members present: Nancy Goodloe, Chair; Nancy Lillquist, City Council; Jeff Bousson, CWU (Zoom); Grant Craig, Utility Customer (Zoom); Audrey Huerta, Utility Customer; Bryan Clark, KITTCOM (Zoom).

Also present: Ryan Lyyski, Public Works & Utilities Director; Buddy Stanavich, Power & Gas Manger; Darren Larsen, Assistant Utilities Director; Michael Jenkins, Finance Officer; Heidi Behrends Cerniwey, City Manager.

Two members of the public present remotely via Zoom.

1.A Welcome New Members

Audrey Huerta & Grant Craig were welcomed and gave breif remarks.

2. Approval of Agenda

Committee member Lillquist moved to approve the agenda as presented. **Motion approved. 6-0**

3. Approval of Minutes

3.A June 15, 2023 regular meeting minutes

Committee member Lillquist moved to approve the regular meeting minutes.
Motion approved. 6-0

4. Approval of Consent Agenda

No consent items.

5. Correspondence and Citizen Comments on Non-Agenda Items

Chairperson Goodloe recapped letters received by Meghan Anderson via email that were disbursed to the Committee.

6. Telecommunications Utility Discussion Items

None.

Telecommunication members are allowed to vote on telecommunication items only per ECC 1.50.040

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

7.A Natural Gas rate adjustment to comply with WA State's Carbon Reduction and Greenhouse Gas Emissions, Cap and Invest program

Buddy Stanavich presented information in the staff report. Committee member Lillquist moved to forward a favorable recommendation to City Council to adopt the 2023 & 2024 rate increases necessary to comply with the CCA. **Motion Approved 4-0, 1 abstained.**

8. Staff Informational Items

8.A Public Works & Utilities Updates

Information from the staff report was shared.

9. Commission Representative Update

Nancy Lillquist acknowledged an email recognizing good work by the Gas crews.

10. Adjournment

Meeting adjourned at 5:00 pm.



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: City of Ellensburg Central Transit Title VI Plan
Submitted by: Betsy Dunbar, Transit Manager
Department: Public Works & Utilities

Suggested Motion/Action:

Approve the Ellensburg Central Transit Title VI Plan.

Background/Summary:

In September 2023, the Washington State Department of Transportation (WSDOT) Public Transportation Division conducted its 2021-2023 biennium administrative site visit-policy review for the City of Ellensburg Central Transit. Based on the documents and information provided, WSDOT has officially closed out the administrative site visit with the mutual understanding that the City of Ellensburg will provide documentation of board meeting minutes showing the updated Title VI Plan was reviewed and approved by the City Council.

Previous Council Action:

In 2018, Central Transit submitted a Title VI Notice to Public and Policy of Nondiscrimination which included the Title VI Complaint Process and Form in both English and Spanish to WSDOT, which was signed by the City Manager. The same Title VI policy was submitted to WSDOT during a financial audit in October of 2020. On October 17, 2023 Public Transit Advisory Committee (PTAC) members reviewed and approved the Title VI Plan.

Analysis:

The Ellensburg Central Transit Title VI Plan was written as directed by the Title VI Plan instructions contained in the WSDOT Consolidate Grant Guidebook. The PTAC reviewed the plan at their October 17, 2023 meeting and recommended the Council approve the plan.

Financial Impact:

To continue receiving Federal Funding, Central Transit must submit an approved Title VI Plan to WSDOT.

Budget Adjustment: No

Attachments:

1. CENTRAL TRANSIT TITLE VI - FINAL DRAFT



City of Ellensburg Central Transit

Title VI Plan

For the Federal Transit Administration

and

**Washington State Department of
Transportation**



Regulatory Civil Rights document for the Federal Transit Administration and Washington State
Department of Transportation.

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INTRODUCTION

Title VI of the Civil Rights Act of 1964 is the main legal authority for the Office of Equal Opportunity, External Civil Rights nondiscrimination programs. Title VI prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. Once an agency accepts federal funds, all of its programs and activities are covered, regardless of their funding source. Related statutes and Presidential Executive Orders under the umbrella of Title VI address Environmental Justice (EJ) in minority and low-income populations, and services to those individuals with Limited English Proficiency (LEP), women and those with disabilities.

POLICY OF NON-DISCRIMINATION

The City of Ellensburg assures that no person shall on the grounds of race, color, national origin, creed/religion, disability, sex, sexual orientation, marital status, age, Vietnam era veteran, disabled veteran, or retaliation as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P>L> 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Ellensburg further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event that the City of Ellensburg distributes federal aid funds to another governmental entity, the City of Ellensburg will include Title VI language in all written agreements and will monitor for compliance.

Title VI compliance is a condition of receipt for federal funds. Assurance of compliance, therefore, falls under the proper authority of the City of Ellensburg pursuant to its budgetary authority and responsibility. The City of Ellensburg's Human Resources Director is authorized to ensure compliance with provisions of this policy and with the law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

TITLE VI POLICY STATEMENT AND MISSION

The City of Ellensburg is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or be subject to discrimination in receipt of its services or programs on the basis of race, color, national origin, or any other characteristic protected by law, including Title VI of the Civil Rights Act of 1964, as amended. Further, under the Americans with Disabilities Act (ADA) of 1990, no entity shall discriminate against an individual with a physical or mental disability in connection with the provision of transportation services.

The City of Ellensburg's primary goal is to ensure all management, staff, contractors, local agencies, and service beneficiaries are aware of the provisions of, and responsibilities derived from Title VI of the Civil Rights Act of 1964 and the Federal Transit Administration (FTA) Circular 4702.1B of 2012.

The City of Ellensburg's Title VI policy is responsible for providing leadership, direction, and policy to ensure compliance with Title VI, Environmental Justice, and Limited English Proficiency principles. This policy also ensures that social impacts to communities and people are recognized and considered throughout the transportation planning, and decision-making process.

To obtain more information on the City of Ellensburg's nondiscrimination obligations or to file a Title VI complaint, contact the City of Ellensburg's Human Resources Director, 501 N Anderson Street, Ellensburg, WA 98926 Phone: 509-962-7222.

Information on non-English alternative formats may be obtained from the Administrative Department at 509-962-7222.

La información sobre formatos alternativos que no están en inglés se puede obtener del Departamento Administrativo al 509-962-7222.

WHAT DOES TITLE VI MEAN FOR CENTRAL TRANSIT PASSENGERS?

The City of Ellensburg cannot, on the basis of race, color, national origin or sex, either directly or through contractual means:

- Deny program services, aids or benefits;
- Provide a different service, aid or benefit, or provide them in a manner different than what is provided to others;

- Segregate or separately treat individuals in any matter related to the receipt of any service, aid, or benefit.

This plan documents Ellensburg Central Transit's efforts to comply with these requirements.

NOTIFICATION OF RIGHTS UNDER TITLE VI

The City of Ellensburg Title VI Notice to the Public is:

1. Available on the City of Ellensburg website at <https://www.ci.ellensburg.wa.us>
2. Available on the Central Transit website at <https://www.centraltransit.org>
3. Available at the Ellensburg City Hall
4. On the Central Transit vehicles owned by contractor HopeSource
5. Notice of Title VI availability on Central Transit brochures

TITLE VI COMPLAINT

Who can file a Title VI complaint?

- Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination by the City of Ellensburg that is prohibited by Title VI of the Civil Rights Act of 1965, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the City of Ellensburg.
- A complaint may also be filed by a representative on behalf of such a person.

How do I file a complaint?

Fill out the attached form completely to help us process a complaint. Submit the completed form to the Human Resources Director within 180 calendar days of:

- the alleged discriminatory act: or
- if there has been a continuing course of conduct, the date on which that conduct was discontinued.

What happens when I file a complaint?

- Within 10 days, the City will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as WSDOT and USDOT.
- Within 60 days, the City or an appropriate outside party will investigate the allegation and based on the information obtained, will render a recommendation for action in a report of findings.
- Within 90 days, the City will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter.

What if I don't agree with the decision?

The notification will advise the complainant of his/her appeal rights within WSDOT, or USDOT, if they are dissatisfied with the final decision rendered.

Additional Title VI Information

Title VI of the Civil Rights Act of 1965 requires the City of Ellensburg to ensure protection from discrimination on the basis of race, color and national origin. The attached form may be used by anyone who believes he or she has experienced discrimination. To register your Title VI complaint, please complete the Title VI Complaint Form. (See Attachment 1 on page 18)

In addition to the complaint process with the City of Ellensburg, a complainant may file a Title VI complaint with the following offices;

ORGANIZATION NAME AND ADDRESS		
Washington State Department of Transportation Public Transportation Division Attn: Title VI Coordinator PO Box 47387 Olympia, WA 98504-47387	Federal Transit Administration Office of Civil Rights Attn: Title VI Program Coordinator East Building, 5 th Floor – TCR 1200 New Jersey Ave SE Washington, DC 20590	U.S. Department of Justice Civil Rights Division Coordination & Review Section-NWB 950 Pennsylvania Avenue, NW Washington, D.C. 20530
Record of Title VI or other Civil Rights Investigations, Complaints or Lawsuits		

As of August 2023, Ellensburg Central Transit has no active lawsuits, investigations, or complaints alleging discrimination based on race, color, or national origin with respect to service or other transit benefits.

Record of Title VI or other Civil Rights Investigations, Complaints, or Lawsuits

The City of Ellensburg maintains an Active Log for all Civil Rights Complaints with internal software, and a copy of the current log is available upon request by submitting a public records request via letter or email to the Public Records Officer. To date, there have been no Title VI complaints, investigations, or lawsuits regarding Ellensburg Central Transit. (See Attachment 2 on Page 20)

LIMITED ENGLISH PROFICIENCY (LEP) PLAN

Because of language differences and the inability to effectively speak or understand English, persons with LEP may be subject to exclusion from programs or activities, experience delays or denials of services, Central Transit is committed to breaking down language barriers by using consistency standards of language within its service area.

Central Transit public transit schedules and maps are available in print and online forms and are accessible in English and Spanish.

The Central Transit ADA Paratransit service brochures are provided in English, Spanish and Braille upon request.

Central Transit rider comment/surveys are also available in English and Spanish in paper form and electronically through a QR code.

Title VI notices and Grievance Procedure under the Americans with Disabilities Act are posted in both English and Spanish at www.centraltransit.org.

The City does outreach within the vicinity of transportation projects to assess potential impacts to residents and assess needs for additional language accommodations. Outreach is performed door to door, with bilingual mailings, and sometimes with phone calls. Transportation projects with potential impacts are posted in the newspaper and on the City's website (which has a language translator service).

Social media platforms are also utilized to widen the reach of the public messaging beyond the immediate neighborhoods.

In person and virtual meetings are tools used by the City to ensure the public has the opportunity voice their opinions. Other options include posted signs for events and

advertisements online through the local newspaper, multiple social media outlets and with the BeHeardEburg website, which has a language translator service.

www.beheardeburg.com

Management will continue to identify LEP persons in the service area by: informal surveys of the drivers, customer service and dispatch, by passenger comments/complaints, and by the latest statistics. We will also continue to update transit information into Spanish.

The table on page 13 shows the languages spoken at home for the population 5 years and older. (2020 – 2021)

Factor No. 1: The proportion of LEP persons in the service area.

The Central Transit service area consists of the City Limits of Ellensburg. Passengers riding the bus or accessing paratransit services are mostly English speaking.

Factor No. 2: The frequency with which LEP individuals come into contact with the service.

Contact with Central Transit is made through phone, email, written communication, survey cards and in person. Through our contractor HopeSource we service LEP persons daily via fixed route, paratransit and our 24-7 cabulance service. Bus operators have the most interaction with LEP passengers. At times, dispatch may have interaction with LEP callers. Bus operators and dispatchers speak English and do not translate into other languages. The HopeSource transportation staff report an average of zero calls per month which require translations and are trained to use Google Translate.

Factor No. 3: The nature and importance of service provided by Central Transit.

Central Transit's fixed route service provides accessible fare free public transit services 7 days a week within the city limits of Ellensburg. The routes are designed to provide reliable transit services to low income, minority, seniors, youth and the general population. Central Transit is vital to the community as it reduces traffic congestion and parking shortages, tailpipe emissions and stimulates the economy by connecting passengers to local business, education, employment, essential services as well as to other connecting modes of transportation throughout the state.

ADA Paratransit services provide accessible demand response shared ride transportation service for eligible residents of Ellensburg who are unable to access Central Transit's fixed route system due to a disability. The impacts of this service are immeasurable as it provides passengers with dignity, self-reliance and independence.

The positive impacts and importance of public transportation in Central Transit's service area is also reported in the 2022 QUADCO Human Services Transportation Plan.

Factor No. 4: The resources available to the recipient of the federal funds to assure meaningful access to the service by LEP persons.

Central Transit public transit schedules and maps are available in print and online forms and are accessible in English and Spanish.

The Central Transit paratransit service brochures are provided in English, Spanish and Braille upon request.

Central Transit rider comment/surveys are also available in English and Spanish in paper form and electronically through a QR code.

Title VI notices and Grievance Procedure under the Americans with Disabilities Act are posted in both English and Spanish at www.centraltransit.org.

Our contractor, HopeSource, trains staff and bus operators to use the following:

- Google Translate.
- Referral to bilingual staff who are fluent in Spanish and English.
- Spanish brochures and maps.

FIXED ROUTE SERVICE STANDARDS

Central Transit fixed route service routes were designed to service low income, minority, senior and student housing. It was also designed to support educational institutes, local businesses, shopping, medical facilities, food banks and social services. Central Transit operates 5 routes daily from 6:55 am to 8:15 pm. and are fare free.

Central Transit uses a live dash board to ensure its fixed route service is running with the goal of 95% on time service. We use additional technology modules to monitor each route and the buses on time performance, access historical data, actual times vs scheduled times, suggested runs times and provide real time and scheduled service alerts. Our interactive website allows passengers to schedule their trips and find the best route for their needs. Riders waiting for the bus can also text or talk the bus stop number to the number on the bus stop sign to get real time bus arrival predictions.

Riders are encouraged to download the TRANSIT app to see where their bus is, when it will arrive, find the fastest routes and get easy to follow step-by-step directions to the nearest bus stop.

The City's Public Transit Advisory Committee has a subcommittee with the goal of researching unmet needs of transportation disadvantaged and environmental burden populations.

Central Transit currently has 72 bus stops with 16 bus shelters with additional bus shelters planned for 2024. Each bus shelter is ADA accessible, has solar lighting, seating, waste receptacles, route signage, and bus stop schedules and information. The information also includes connecting services to other modes of transportation throughout the state.

PUBLIC PARTICIPATION PLAN GOALS AND OBJECTIVES

The ultimate goal of the Public Participation Plan (PPP) is to offer opportunities for the engagement of all citizens of Ellensburg to participate in the development of short and long term plans. In support of this goal, our objectives are:

- To determine what non-English languages, and other cultural barriers exist to public participation within Ellensburg Central Transit's Service Area;
- To provide a general notification of meetings, particularly forums for public input, in a manner that is accessible and understandable to all populations in the area;
- To hold meetings in locations which are accessible and welcoming to all area residents, including, but not limited to, low-income and minority members of the public;
- To provide avenues to encourage input and a flow of information to and from populations that are not likely to attend meetings;
- To provide a framework of actions to encourage public participation in the development of various types of plans and programs, as well as amendments or alterations to any such plan or program;
- And to use various illustrative, visualization techniques to convey the information including, but not limited to, charts, graphs, photos, maps, and the internet.

Central Transit values the viewpoints of our riders, community members, Public Transit Advisory Committee and City Council members.

The City's Diversity, Equity and Inclusion (DEI) Commission was established through a public process in 2021. The DEI Commission is responsible for advising the City Council on diversity, equity and inclusion matters with the mission to support Ellensburg in celebrating a diverse, equitable, and inclusive community that welcomes and is

supportive to all residents and visitors because doing so enriches each individual's life and the community's wellbeing and vitality. The DEI Commission plays a role in the transportation chapter of the City's Comprehensive Plan, which includes policies related to providing a variety of transportation networks that is available for all community members.

The City updates its six-year Transportation Improvement Plan (TIP) annually. This plan is reviewed by City Council every June and is adopted through a public hearing at a Council meeting. A draft TIP is provided for public review in advance of the meeting and a public comment period is provided during the hearing.

Central Transit updates its Transit Development Plan (TDP) annually along with the previous year's Annual Report. The TDP and Annual Report is reviewed by The Public Transit Advisory Board each year in July and is then adopted through a public hearing with the Ellensburg City Council.

Central Transit and the 4 County Community Transportation team came together on April 6, 2022 in Ellensburg to ask the community to help identify needs, issues and solutions for Ellensburg's public transportation system. The meeting also allowed the public to voice their concerns on issues like accessibility and safety.



IDENTIFICATION OF STAKEHOLDERS

Ellensburg stakeholders are those who are either directly or indirectly affected by a plan, or the recommendations of that plan. Those who may be adversely affected, or who may be denied the benefits of a plan's recommendation(s) are of particular interest in the identification of specific stakeholders. Stakeholders are broken down into several groups: general citizens, minorities, low income persons, public agencies, private organizations and businesses.

POPULATION

The 2022 U.S. Census Bureau estimated population for the City of Ellensburg was 19,331

Total Population	19,331
White	80.8%
Black or African American	2.1%
Native American	0.5%
Native Hawaiian or Pacific Islander	0.8%
Two or More Races	7.5%
Hispanic or Latino	10%
Asian alone	2.2%
White alone, not Hispanic or Latino	78.1%

LANGUAGE

English	91.44%
Spanish	5.71%
Other	2.85%

The 2021 StatisticalAtlas.com table shows the languages spoken at home for the population 5 years and older. 2020 – 2021

Label	Estimate	Margin of Error
Total	18,379	+160
Speak only English	16,805	+354
Spanish:	1,049	+204
Speak English "very well"	771	+162

Speak English less than “very well”	278	+278
Other Indo-European languages:	89	+72
Speak English “very well”	73	+72
Speak English less than “very well”	13	+15
Asian and Pacific Island languages	274	+122
Speak English “very well”	222	+98
Speak English less than “very well”	52	+39
Other languages:	162	+168
Speak English “very well”	73	+92
Speak English less than “very well”	89	+137

LOW INCOME

The 2021 StatisticalAtlas.com table shows low income population by race. 2020 – 2021

Name	Total	In Poverty	Poverty Rate
White	13,232	2,940	22.22%
Hispanic	1,702	386	22.68%
Multiple	1,312	324	24.7%
Black	357	151	42.3%
Asian	365	58	15.89%
Native	94	32	34.04%
Islander	122	5	4.1%
Other	920	172	18.7%

EDUCATION

The following is the 2021-2022 demographics data for the Ellensburg School District from the Office of Superintendent of Public Instruction website.

2021-2022		
Total Students	3,286	
Ethnicity		
White	2,294	69.8%
Hispanic	739	22.5%
Native Hawaiian / Other Pacific Islander	3	0.1%
Asian	59	1.8%

American Indian or Alaska Native	23	0.7%
Black or African American	36	1.1%
Two or More Races	132	4.1%

Central Washington University (CWU) is located in Ellensburg. CWU students historically represent approximately one half of the population of Ellensburg.

From the start of the Academic Year 2022-2023 reports the enrollment at the Ellensburg CWU Campus at 7,259 with additional students at branch campuses across the State.

The following is the academic demographic data is based on the Integrated Postsecondary Education Data System Survey for Ethnicity/Race categories.

African American/Black	4%
Alaskan/Native American	1%
Asian	4%
European/Middle Eastern/Caucasian	58%
Hawaiian/Pacific Islander	1%
Latino/Hispanic	20%
Multiracial	8%
Non-Resident Alien	2%
Not Reported	2%

Gender

Male	50.17%
Female	49.51%
Transgender	0.07%
Unknown	0.25%

MEMBERSHIP OF NON-ELECTED COMMITTEE

The City of Ellensburg has a Public Transit Advisory Committee (PTAC) consisting of seven members who are appointed by the mayor and approved by a majority of the city council. The purpose of the committee is to help oversee public transit services in the city, including the quality of services, providing direction for public information and education, developing and making recommendations on system improvements and funding, and reporting to the City Council of those and other elements as directed. PTAC works closely with the Transit Manager.

Members of the Public Transit Advisory Committee bring a broad range of experience to the committee. Examples of backgrounds include university students, seniors, persons with disabilities, minority, professionals, educators, retirees, low income, public transit riders, employees of Washington Disability Resources and much more.

Current Public Transit Advisory Committee Members

David Miller – Board Chair	White
Jim Hurson – Board Vice Chair	White
Joseph Bryant – CWU Appointed Board Member	White
Charles Johnson – ASCWU Appointed Board Member	Other
Amy Spitznas – Board Member	White
Christopher King – Board Member	White

When there is a Public Transit Advisory Committee member opening, a notice is placed on the City of Ellensburg’s website as well as the Central Transit website. We also post the notice on our social media platforms. In 2021 and 2022, we handed out notices to passengers riding the bus. The notice had a QR code which took them directly to the City’s Boards and Commission Application.



Central Transit has a new look, is on the move and needs you!

The City of Ellensburg's Public Transit Advisory Committee has an opening. We are looking for volunteer applicants to assist in the oversight of public transit services including its quality, improvements, funding and reporting.

Applications are available at <https://ci.ellensburg.wa.us/79/boards-commissions> or use the QR Code below.




City of Ellensburg's Central Transit Management Team

Heidi Behrends Cerniwey	White	City Manager and Title VI Administrator
Ryan Lyyski	White	Director of Public Works & Utilities
Betsy Dunbar	White	Transit Manager
Lisa Young	Two or More	HR Director, Title VI Coordinator

ATTACHMENT 1: TITLE VI COMPLAINT FORM



Title VI Complaint Form

Title VI of the Civil Rights Act of 1964 requires the City of Ellensburg to ensure protection from discrimination on the basis of race, color and national origin. This form may be used by anyone who believes he or she has experienced discrimination. To register your Title VI complaint, please complete the form below.

SECTION I

Name:

Address:

Telephone Numbers

Home:

Cell:

Email:

SECTION II

Are you filing this complaint on your own behalf? YES NO

If you answered YES, go to Section III on the next page.

If you answered NO, please indicate the name and relationship of the person for whom you are filing this complaint.

Please explain below why you have filed for a third party.

Please confirm you have obtained permission from the aggrieved party to submit this complaint.

☐ YES, I have permission to file this claim.

☐ NO, I don't have permission to file claim.



SECTION III

I believe the discrimination I experienced was based on (select all that apply):

- | | |
|--|---|
| ☐ Race/Color | ☐ National Origin |
| ☐ Creed/Religion | ☐ Disability |
| ☐ Sex | ☐ Sexual Orientation |
| ☐ Marital Status | ☐ Age |
| ☐ Vietnam era veteran | ☐ Disabled veteran |
| ☐ Retaliation | |

Date of alleged discrimination (month, day, year):

Explain what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known), as well as names and contact information of any witnesses. You may attach any written materials or other information relevant to your complaint. (Attach additional sheets if needed.)

Witnesses or other involved – provide name, address, telephone number(s) and e-mail (if available). (Attach additional sheets if needed.)

[illegible]

ATTACHMENT 3: ADA PARATRANSIT ENGLISH BROCHURE

"I am so grateful for Central Transit's Paratransit service which allows me to be more independent."



Central Transit's ADA Paratransit service is a great way for residents of Ellensburg with physical or mental disabilities, temporary injuries or illness to access accessible door to door shared ride transportation services within the City of Ellensburg.

Enjoy shopping, social outings, as well as rides to appointments and other essential services.

Central Transit's ADA Paratransit is a fare free service.



City of Ellensburg
501 N. Anderson St.
Ellensburg, WA 98926
(509) 925-8680

www.centraltransit.org

Follow us on Facebook at:
<https://www.facebook.com/centraltransit>

Another reliable City of Ellensburg service.



ADA Paratransit Service



Central Transit's ADA Paratransit Service provides safe, accessible door to door transportation for those who qualify.

WHAT IS ADA PARATRANSIT?

In compliance with the Americans with Disabilities Act (ADA), Central Transit provides accessible transportation services for individuals who, because of a disability, are unable to travel on the Central Transit fixed route public transit service.

The Paratransit service is designed to provide persons with disabilities equal access to public transportation. The service offers accessible door to door shared ride transportation services within a 3/4 mile radius surrounding the Central Transit fixed route bus service in Ellensburg.

Residents must complete and submit an application online at www.adaride.com or call (877) 232-7433.

You may also call HopeSource at (509) 933-2287 or visit them in person at 700 E. Mountain View, #501 in Ellensburg.

All paratransit vehicles are lift equipped for persons using a mobility device or who are unable to use the stairs to enter or exit the bus.

Professionally trained drivers will assist you from door to door.

Service animals are welcome.

HOW DO I QUALIFY?

Eligibility Requirements for ADA Paratransit Riders:

Residents must complete and submit an application, which includes a medical professionals review and signature, online at www.adaride.com or call (877) 232-7433. You may also call HopeSource at (509) 933-2287 or visit them in person at 700 E. Mountain View, #501 in Ellensburg.

Eligibility decisions may take up to 21 days.

Personal Care Attendants (PCA's) and ADA Paratransit rider's guests pay no fare.

A PCA has a reserved seat, and guest seating is reserved based on available seating.

Any ADA Paratransit eligible rider from another area may utilize the service for 21 days within a one-year period. You will need to present your ADA eligibility from your local transit agency for verification prior to riding.

HOW DO I SCHEDULE A RIDE?

Scheduling a Ride:

An ADA Paratransit ride must be scheduled at least one day in advance. Schedule a ride by calling HopeSource Mon-Fri 8 AM to 4 PM (509) 933-2287 or schedule your ride in person by visiting 700 E. Mountain View, #501 in Ellensburg.

Pick up Information:

Pick up times may be negotiated no more than one hour before or after the rider's requested time.

The vehicle will arrive within +/- 15 minutes of the requested pick up time. Riders must be ready when the driver arrives. The driver will wait 5 minutes before leaving and you will be given a no show.

Scheduling a Future Ride:

Future rides may be scheduled no more than 14 days in advance.

No priority is given based on where or when the rider travels.

There is no service on New Year's Day, President's Day, Memorial Day, 4th of July, Thanksgiving and Christmas Day.

Visit us at centraltransit.org for more information about ADA Paratransit service.

ATTACHMENT 4 – ADA PARATRANSIT SPANISH BROCHURE

"Estoy muy agradecido por el servicio paratransit de Central Transit, que me permite ser más independiente."



El servicio ADA Paratransit de Central Transit es una oportunidad excelente para los residentes de Ellensburg con discapacidades físicas o mentales, o lesiones temporales para usar servicios de transporte accesible dentro de la ciudad de Ellensburg.

Disfrute de compras, salidas sociales, así como viajes a citas y otros servicios esenciales.

ADA Paratransit de Central Transit es un servicio gratuito de tarifa.



Ciudad de Ellensburg
501 N. Anderson St.
Ellensburg, WA 98926
(509) 925-8680

www.centraltransit.org

Síguenos en Facebook en:
<https://www.facebook.com/centraltransit>

Otro servicio confiable de la ciudad de Ellensburg.





Servicio de Paratransit ADA



El Servicio de Paratransit ADA de Central Transit provea transporte seguro puerta a puerta para los que califican.

¿QUÉ ES ADA PARATRANSIT?

En cumplimiento con la Ley de Estadounidenses con Discapacidades (ADA, por sus inglés), Central Transit proporciona servicios de transporte accesible para las personas que, debido a su discapacidad, no pueden viajar en el servicio de transporte público de ruta fija de Tránsito Central.

El servicio Paratransit está diseñado para proporcionar a las personas con discapacidad acceso igualitario al transporte público. El servicio ofrece servicios de transporte compartido puerta a puerta accesibles dentro de un radio de 3/4 millas que rodea el servicio de autobús de ruta fija De Tránsito Central en Ellensburg.

Los residentes deben completar y presentar una solicitud en línea al www.adaride.com o llamar al (877) 232-7433.

También puede llamar a HopeSource al (509) 933-2287 o visitarnos en persona en 700 E. Mountain View, #501 en Ellensburg.

Todos los vehículos paratransit están equipados con ascensores para personas que utilizan dispositivos de movilidad o que no pueden utilizar las escaleras para entrar o salir del autobús.

Nuestros conductores capacitados profesionalmente le ayudarán de puerta en puerta.

¿COMO CALIFICAR?

Requisitos de elegibilidad para pasajeros de ADA:

Los residentes deben completar y presentar una solicitud, que incluye una revisión y firma de un profesional médico, en línea al www.adaride.com o llame al (877) 232-7433. También puede llamar a HopeSource al (509) 933-2287 o visitarnos en persona en 700 E. Mountain View, #501 en Ellensburg.

Decisiones de elegibilidad puede tomar hasta 21 días.

Los asistentes de cuidado personal (PCA) y los huéspedes del usuario de ADA Paratransit no pagan ninguna tarifa.

Un PCA tiene un asiento reservado y los asientos de los huéspedes se reservan en función de los asientos disponibles.

Cualquier pasajero elegible para ADA Paratransit de otra área puede utilizar el servicio durante 21 días dentro de un período de un año. Usted tendrá que presentar su elegibilidad de ADA de su agencia de tránsito local para la verificación antes de montar.

Animales de servicio bienvenidos.

¿CÓMO PROGRAMAR UN VIAJE?

Programación de un viaje:

Un viaje ADA Paratransit debe ser programado con al menos un día de anticipación.

Programa un viaje al llamar a HopeSource de lunes a viernes de 8 AM a 4 PM al (509) 933-2287 o programe su viaje en persona en 700 E. Mountain View, #501 en Ellensburg.

Información de recogida:

Los horarios de recogida no se pueden negociar más de una hora antes o después de la hora solicitada del pasajeros.

El vehículo llegará dentro de +/-15 minutos de la hora de recogida solicitada. Los pasajeros deben estar listos cuando llegue el conductor. El conductor sólo esperará 5 minutos antes de salir y se le dará un no show.

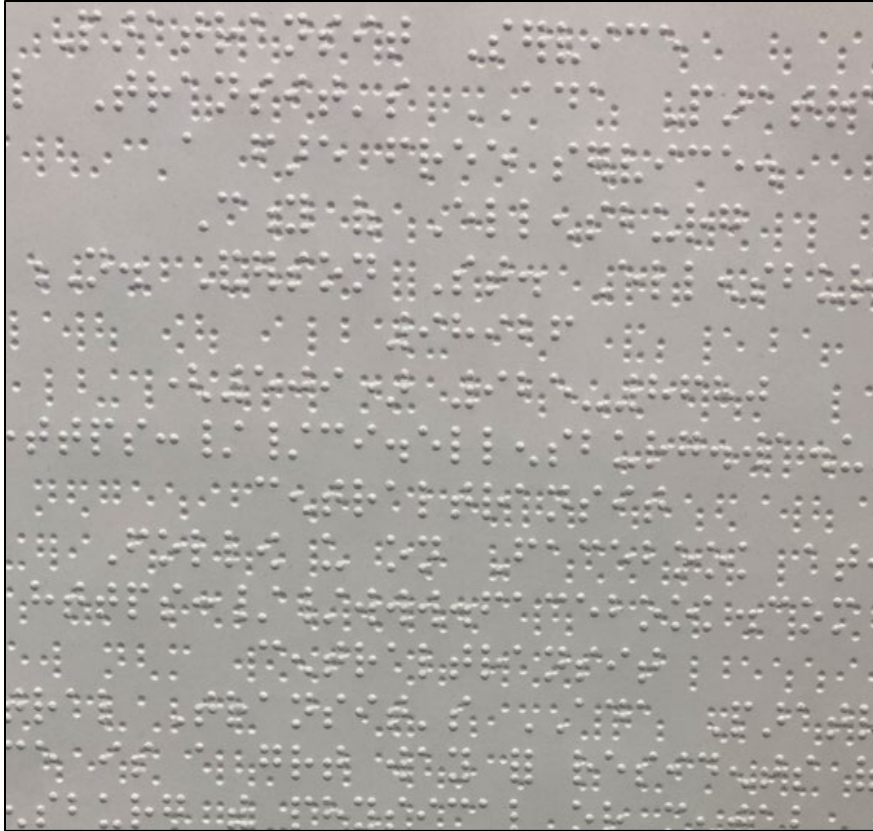
Programación de un viaje futuro:

Los viajes futuros pueden programarse con no más de 14 días de antelación. No se da prioridad en función de dónde o cuándo viaja el pasajeros.

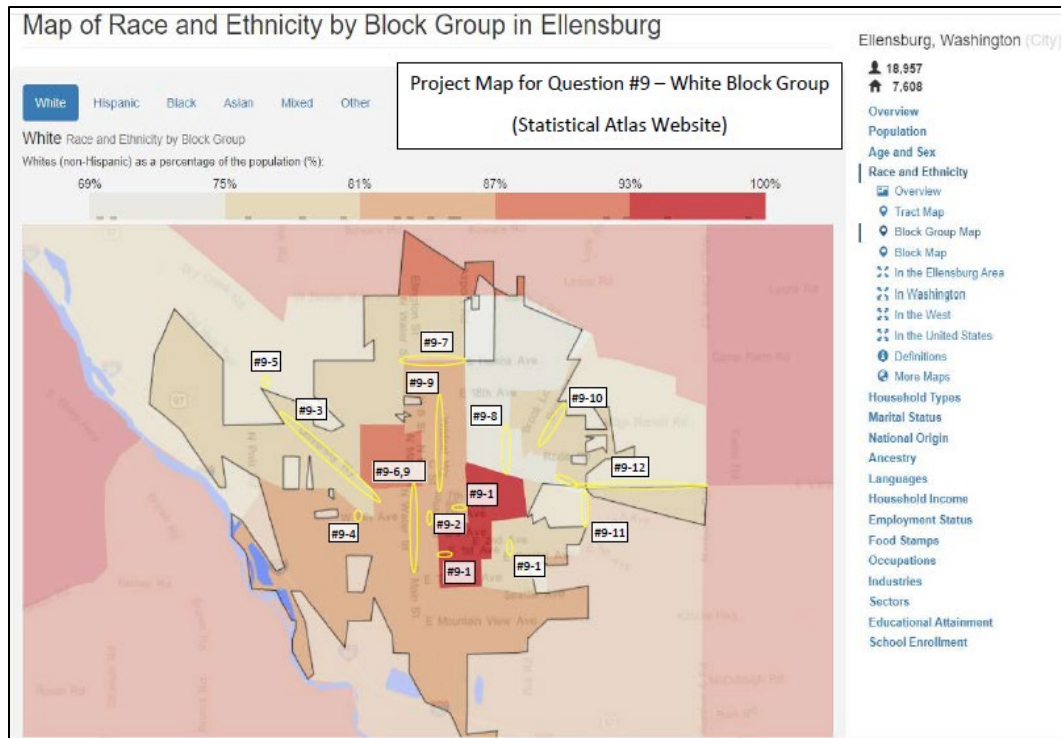
No hay servicio el día de Año Nuevo, el día del Presidentes, el día del los caídos, el 4 de julio, el día de Accion de Gracias y el día de Navidad.

Visite centraltransit.org para obtener más información sobre los servicios de ADA Paratransit.

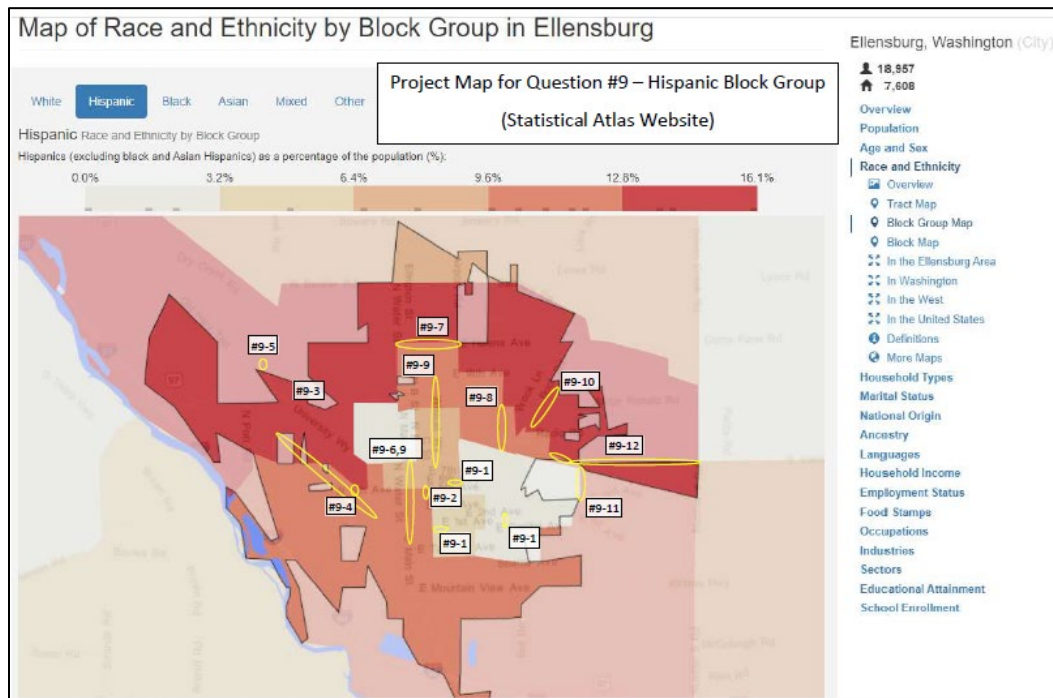
ATTACHMENT 5 – ADA PARATRANSIT BRAILLE BROCHURE (Partial Example)



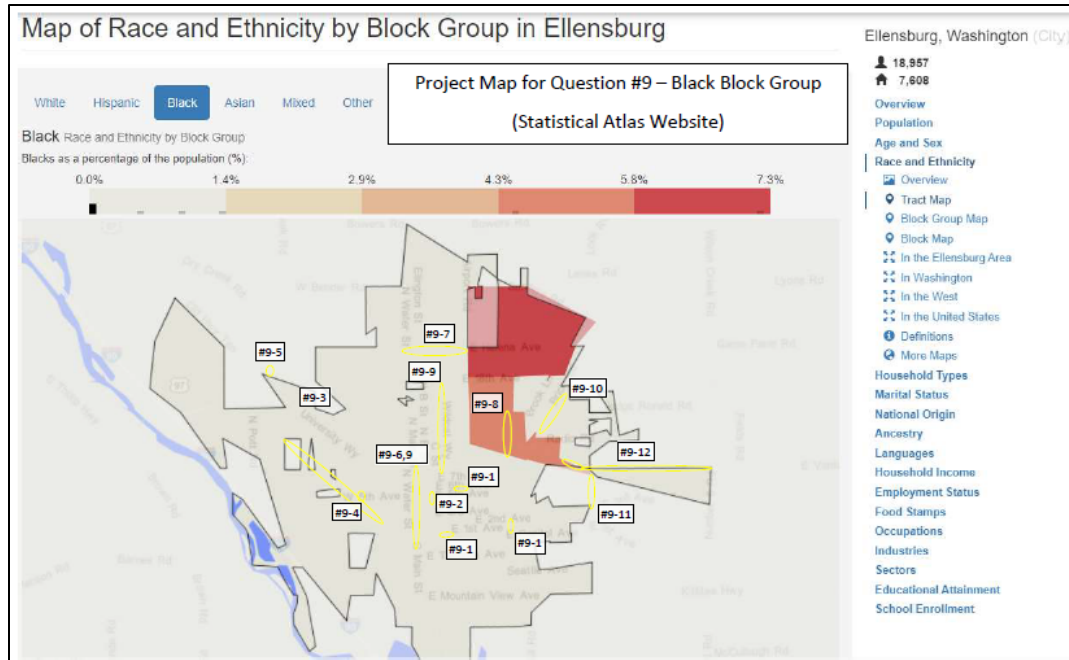
ATTACHMENT 6 – RACE AND ETHNICITY MAP 1 - White



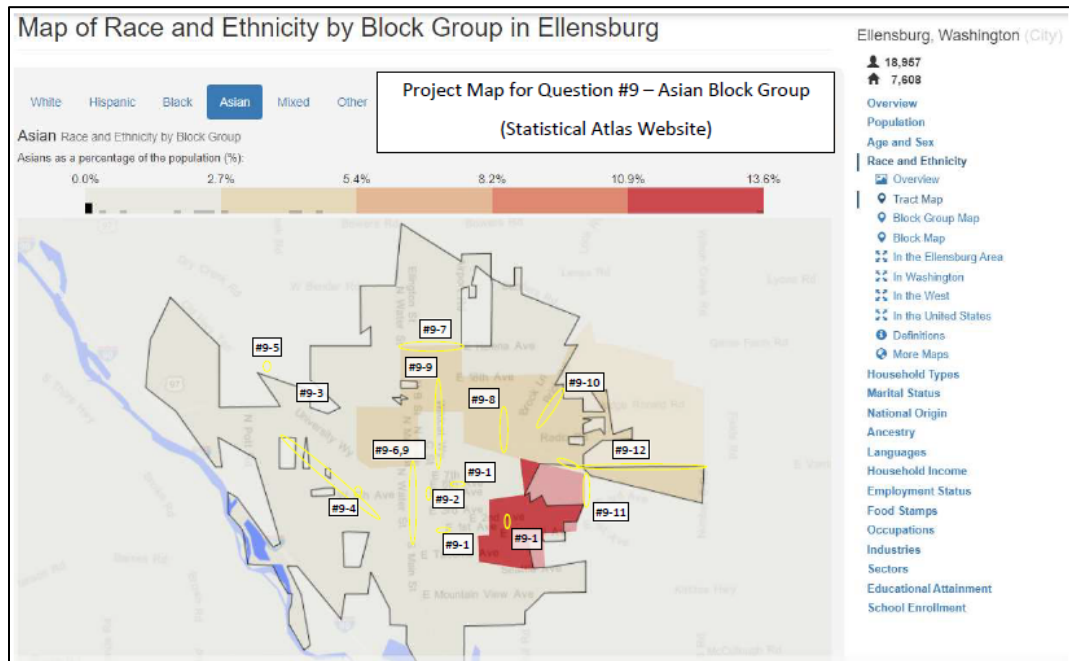
ATTACHMENT 7 – RACE AND ETHNICITY MAP 2 - Hispanic



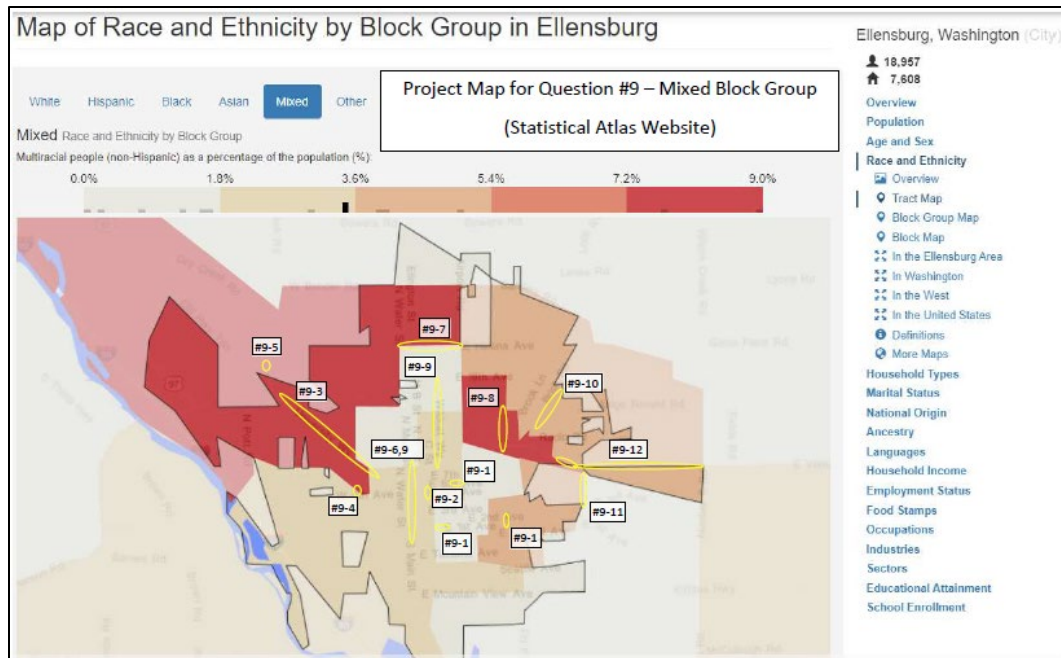
ATTACHMENT 8 – RACE AND ETHNICITY MAP 3 - Black



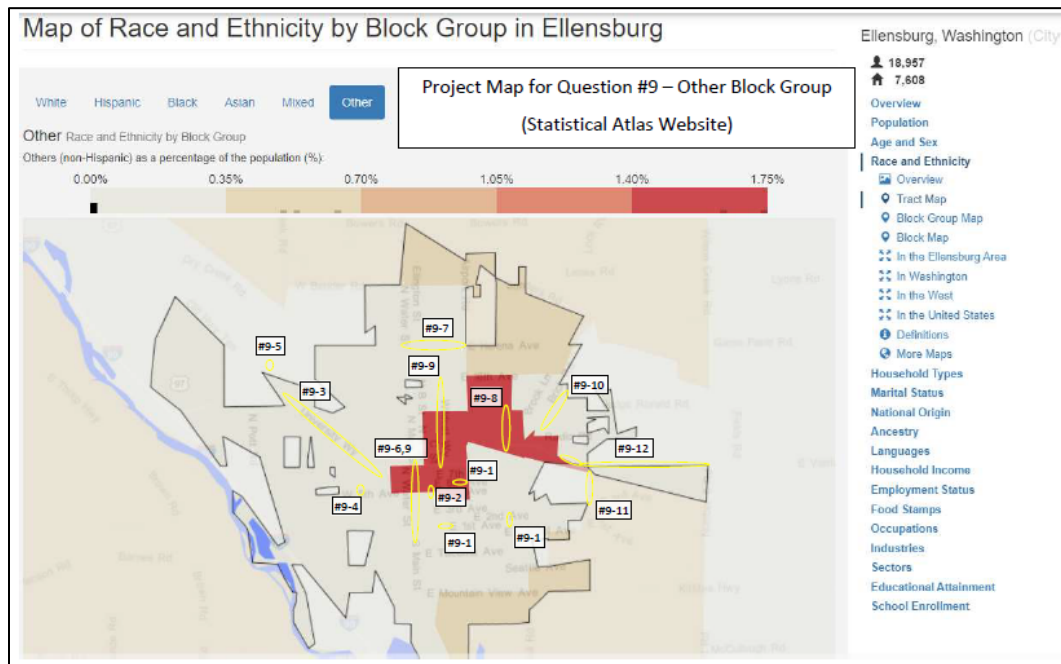
ATTACHMENT 9 – RACE AND ETHNICITY MAP 4 - Asian



ATTACHMENT 10 – RACE AND ETHNICITY MAP 4 - Mixed



ATTACHMENT 11 – RACE AND ETHNICITY MAP 5 - Other



ATTACHMENT 12 – GUIDELINES FOR PUBLIC PARTICIPATION

GUIDELINES FOR PUBLIC PARTICIPATION

AUDIENCE COMMENTS:

PURPOSE

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

PROCEDURE FOR PARTICIPATION

- * When recognized, approach the microphone provided on the right side of the room.
- * Please state your name, address, and whether you are representing only yourself or others.
- * Each speaker's comments are to be limited to **3 MINUTES**.
- * Submit written comments to the City Clerk.
- * Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.

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

PUBLIC HEARINGS:

PURPOSE

- * Allow the public to provide input/testimony to the City Council on a particular subject scheduled for Public Hearing.
- * Council will consider all testimony, respond to any questions and take action after the public hearing is closed.

PROCEDURE FOR PARTICIPATION

- * When recognized, approach the microphone provided on the right side of the room.
- * Please state your name, address, and whether you are representing only yourself or others.
- * Please limit your comments to **5 MINUTES**.
- * Submit written comments to the City Clerk.

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 recommendation. A Request for Accommodation form may be obtained on the first floor of City Hall or by calling 962-7222.

ATTACHMENT 13 – ADA REQUEST FOR ACCOMMODATIONS



ADA REQUEST FOR ACCOMMODATIONS

Today's Date:	Requestor's Name:	Phone Number:
Address:		

Individuals with disabilities who wish to participate in the City of Ellensburg's programs, services, or activities, and who require accommodations are invited to present their requests for accommodation by completing this form and returning to the following:

City of Ellensburg
Human Resources Department -ADA Coordinator
501 N. Anderson Street
Ellensburg, WA 98926

OR

Call the ADA Coordinator at (509) 962-7222, preferably 72 hours in advance of the event or activity.

☐ **ACCOMMODATION REQUESTED:** Please describe your request for accommodation and possible solutions. *(Please attach additional pages, if needed.)*

☐ **DURATION OF NEED:** Is this accommodation needed for a specific event/activity *(such as a meeting, training, or interview)?*

Signature

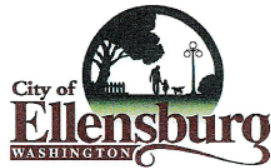
Date

ENGLISH



HEARING ASSIST DEVICES ARE
AVAILABLE FOR COUNCIL MEETINGS
PLEASE ASK THE CITY CLERK OR
ADMINISTRATIVE ASSISTANT FOR
HELP WITH THEM

SPANISH



LOS DISPOSITIVOS DE LA AYUDA EL OÍR
ESTÁN DISPONIBLES PARA LAS
SESIONES DEL CONSEJO
POR FAVOR PIDA EL VENDEADOR DE LA
CIUDAD O A AYUDANTE
ADMINISTRATIVA AYUDA CON ELLOS

ATTACHMENT 14 – ENGLISH GRIEVANCE PROCEDURE



Grievance Procedure under The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the **City of Ellensburg**. The City of Ellensburg's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than thirty (30) calendar days after the alleged violation to:

City of Ellensburg
Human Resources Director
501 N. Anderson Street
Ellensburg, WA 98926
509-962-7222
With a copy to the City Clerk at the same address.

Within thirty (30) calendar days after receipt of the complaint, a City of Ellensburg designee will meet with the complainant to discuss the complaint and the possible resolutions. Within fifteen (15) calendar days of the meeting, the City of Ellensburg will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of City of Ellensburg and offer options for substantive resolution of the complaint.

If the response by the City of Ellensburg staff does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within fifteen (15) calendar days after receipt of the response to the City of Ellensburg's City Manager or his/her designee.

Within thirty (30) calendar days after receipt of the appeal, the City Manager or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within fifteen (15) calendar days after the meeting, the City Manager or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the Human Resources Director or his/her designee or appeals to the City Manager or his/her designee and responses from these two offices will be permanently stored by the City of Ellensburg.

ATTACHMENT 15 - SPANISH GRIEVANCE PROEDURE



Municipalidad de Ellensburg Procedimiento de quejas según la Ley de Estadounidenses con Incapacidades

El procedimiento de quejas se estableció para cumplir con los requisitos de la Ley de Estadounidenses con Incapacidades de 1990 ("ADA"). Puede ser usado por cualquier persona que desee presentar una queja alegando discriminación por incapacidad en la prestación de servicios, actividades, programas o beneficios de la **Municipalidad de Ellensburg**. Las políticas del personal de la Municipalidad de Ellensburg rigen las quejas sobre discriminación por incapacidad relacionadas con el trabajo.

La queja debe hacerse por escrito y debe contener información acerca de la supuesta discriminación, como por ejemplo el nombre, dirección, número de teléfono del reclamante, y la ubicación, fecha y descripción del problema. Si lo solicitan, las personas con incapacidades tendrán disponibles métodos alternativos para presentar quejas, como por ejemplo, entrevistas personales o una grabación de la queja.

La queja debe ser presentada por el reclamante y/o la persona que este designe, lo antes posible, pero no más de 30 días calendario luego de que haya ocurrido la supuesta violación a:

City of Ellensburg
Director de Recursos Humanos
501 N. Anderson Street
Ellensburg, WA 98926
509-962-7222

Con copia al Administrador de la Municipalidad a la misma dirección.

En un plazo de 30 días calendario a partir del momento en que se haya recibido la queja, una persona designada por la Municipalidad de Ellensburg se reunirá con el reclamante para discutir la queja y las posibles resoluciones. En un plazo de 15 días calendario a partir de que se realice la reunión, la Municipalidad de Ellensburg responderá, por escrito, y cuando corresponda, en un formato accesible para el reclamante, como por ejemplo en letra grande, braille o en una cinta de audio. La respuesta explicará la posición de la Municipalidad de Ellensburg y ofrecerá opciones para obtener una resolución adecuada de la queja.

Si la respuesta por parte del personal de la Municipalidad de Ellensburg no resuelve satisfactoriamente la cuestión, el reclamante y/o la persona que este designe pueden apelar la decisión en un plazo de 15 días calendario a partir del momento en que se haya recibido la respuesta al Administrador de la Ciudad de la Municipalidad de Ellensburg o la persona que este designe.

En un plazo de 30 días calendario a partir de la recepción de la apelación, el Administrador de la Ciudad o la persona que este designe se reunirán con el reclamante para analizar la queja y las posibles resoluciones. En un plazo de 15 días calendario desde la fecha de la reunión, el Administrador de la Ciudad o la persona que este designe responderán por escrito y cuando corresponda, en un formato accesible para el reclamante, con una resolución definitiva de la queja.

Todas las quejas escritas recibidas por el Director de Recursos Humanos o por la persona que este designe, o las apelaciones al Administrador de la Ciudad o a la persona que este designe, y las respuestas de estas dos oficinas serán almacenadas de forma permanente por la Municipalidad de Ellensburg.

ATTACHMENT 16 – ENGLISH ADA NOTICE



NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Ellensburg will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: The City does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication: The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in **The City of Ellensburg** offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City should contact the office of:

City of Ellensburg

Human Resources Director
501 N. Anderson Street
Ellensburg, WA 98926
509-962-7222

with a copy to the City Clerk at the same address as soon as possible but no later than five (5) working days before the scheduled event.

The ADA does not require the City to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Send complaints that a program, service, or activity of the City of Ellensburg is not accessible to persons with disabilities to the **Human Resources Director** in writing or accessible format within thirty (30) days of the alleged violation.

The City of Ellensburg will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.



AVISO CONFORME A LA LEY DE ESTADOUNIDENSES CON INCAPACIDADES

De acuerdo con los requisitos del Título II de la Ley de Estadounidenses con Incapacidades de 1990 ("ADA"), la Municipalidad de Ellensburg no discriminará en sus servicios, programas o actividades, a las personas con incapacidades que reúnen los requisitos para participar en ellos basándose en su incapacidad.

Empleo: La Municipalidad no discrimina en sus prácticas de contratación o empleo basándose en incapacidades y cumple con todas las reglamentaciones promulgadas por la Comisión de Igualdad de Oportunidades de Empleo de los EE.UU. de acuerdo con el Título I de la ADA.

Comunicación eficaz: Por lo general, a solicitud, la Municipalidad proporcionará ayuda y servicios adecuados que permitan una comunicación eficaz para las personas con incapacidades que califican para que puedan participar de la misma manera en los programas, servicios y actividades de la **Municipalidad**, lo que incluye intérpretes de lenguaje de señas capacitados, documentos en braille y otras formas en que la información y las comunicaciones resulten accesibles para las personas con dificultades en el lenguaje, auditivas o de visión.

Modificaciones a las políticas y procedimientos: La Municipalidad hará todas las modificaciones razonables a las políticas y programas para asegurar que las personas con incapacidades tengan la misma posibilidad que los demás de utilizar todos sus programas, servicios y actividades. Por ejemplo, en las oficinas de la **Municipalidad de Ellensburg** las personas con animales de servicio son bienvenidas, incluso cuando, en general, las mascotas están prohibidas.

Cualquier persona que necesite una ayuda o servicio auxiliar para lograr una comunicación eficaz, o una modificación de las políticas o procedimientos para participar en un programa, servicio o actividad de la **Municipalidad** debe ponerse en contacto con la oficina de:

City of Ellensburg

Director de Recursos Humanos
501 N. Anderson Street
Ellensburg, WA 98926
509-962-7222

con copia al Administrador de la Municipalidad a la misma dirección lo antes posible, pero en un plazo de 5 días antes del evento planificado.

La ADA no exige que la Municipalidad tome ninguna medida que altere básicamente la naturaleza de sus programas o servicios, o imponga una carga financiera o administrativa excesiva.

Se deben enviar quejas por escrito, o en un formato accesible, al **Director de Recursos Humanos** en caso de que un programa, servicio o actividad de la Municipalidad de Ellensburg no sea accesible para personas con incapacidades, en un plazo de 30 días desde el momento en que haya ocurrido la supuesta violación.

La **Municipalidad de Ellensburg** no cobrará recargos a personas específicas con incapacidades ni a ningún grupo de personas con incapacidades para cubrir el costo por prestar servicios/ayudas adicionales o por modificaciones razonables a las políticas, como por ejemplo retirar artículos de ubicaciones que son abiertas al público pero que no son accesibles para las personas que usan sillas de ruedas.



AVISO AL PÚBLICO

Esto da aviso público que es la política de WSDOT para asegurar la completa conformidad con el título VI de la ley de derechos civiles de 1964, la ley de restauración de los derechos civiles de 1987 y relacionados con la no discriminación estatutos y reglamentos en todos los programas y actividades. Nuestra política es que ninguna persona en los Estados Unidos de América, por motivos de raza, color, origen nacional, sexo, edad, o discapacidad serán excluidos de la participación en, ser negado los beneficios de, o lo contrario ser objeto de discriminación en cualquiera de nuestros programas o actividades. Esto incluye las operaciones todas de WSDOT y cualquier subreceptores.

Cualquier persona que cree que él o ella ha sido sometida a una práctica discriminatoria ilegal bajo el título VI tiene derecho a presentar una queja formal. Cualquier denuncia debe ser presentada por escrito o en persona con el Departamento de transporte de Washington, oficina de igualdad de oportunidades, 310 Maple Park Ave., P.O. Box 47314, Olympia, WA 98504, dentro de ciento ochenta 180 días siguientes a la fecha de la presunta acción discriminatoria.



NOTICE TO PUBLIC

This hereby gives public notice that it is the policy of WSDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related nondiscrimination statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs or activities. This includes the entire operations of WSDOT and any sub-recipients.

Any person who believes he or she has been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with Washington Department of Transportation, Office Equal Opportunity, 310 Maple Park Ave., P.O. Box 47314, Olympia, WA 98504, within one hundred-eighty (180) days following the date of the alleged discriminatory action.



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2023-27 Approving Mike and Debra O'Neil's Street Tree Removal Request at 1211 N Vuecrest Road
Submitted by: Erin McGowan, Stormwater/Horticulturist
Department: Public Works & Utilities

Suggested Motion/Action:

Move to adopt Resolution 2023-27, authorizing Mike and Debra O'Neil to remove the designated street tree at 1211 N Vuecrest Road.

Background/Summary:

Mike and Debra O'Neil are requesting permission to remove one street tree at 1211 N Vuecrest Road. The Colorado Blue Spruce is located behind the curb line and adjacent to two water meters. The O'Neil's are concerned the tree's roots could be causing damage to their and their neighbor's water lines.

Tree Condition: The Colorado Blue Spruce is in excellent health. It is approximately 30 years old and has exhibited significant growth in the past 11 years.

City Infrastructure damage: The tree's roots have grown into the adjacent water meter boxes.

Tree Maintenance Activity by the City: None known.

Species suitability to the location: The Colorado Blue Spruce and all evergreen tree species are not approved City street trees. This tree is well suited to dry, cold weather. Its strong growth and good health is likely due to regular watering during the summer drought season by the owner. However, the tree was planted too close to an existing curb and residential water meters, has outgrown the site, and is impacting the adjacent infrastructure.

Private damage claims processed by the City: None known.

Previous Council Action:

None

Analysis:

Removal of the tree is appropriate due to the impact on adjacent infrastructure.

Financial Impact:

None for the City. The cost will be borne by the applicant.

Budget Adjustment: No

Attachments:

1. 1211 N Vuecrest - O'Neil Tree Removal Request

2. 1211 N Vuecrest - O'Neil Tree Removal Graphics
3. Resolution 2023-27 1211 N Vuecrest Road O'Neil Tree Removal

October 16, 2023

Hi Erin,

We are inquiring to get a permit to remove a tree in our front yard as it is damaging the water line to the street.

We are located at 1211 N Vuecrest.

Thank you,
Mike and Debra O'Neil

1211 N VUECREST ROAD – TREE REMOVAL GRAPHICS



RESOLUTION NO. 2023-27

A RESOLUTION of the Ellensburg City Council authorizing Mike and Debra O'Neil to remove one street tree located at 1211 N Vuecrest Road.

WHEREAS, ECC 4.36.380 requires that any person, firm or corporation may apply for the removal of street trees, subject to city council approval, under such conditions and requirements as set forth in the Ellensburg City Code;

WHEREAS, Mike and Debra O'Neil have requested permission to remove one street tree;

WHEREAS, the City Arborist has reviewed the condition of the tree and the proposed replanting of the tree, and recommends the City Council authorize removal of the tree;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ellensburg, Washington, as follows:

Section 1. Mike and Debra O'Neil are authorized to remove one street tree located at 1211 N Vuecrest Road. Approval is conditioned upon Mike and Debra O'Neil first receiving a Street Tree Permit and Public Works Permit from the City of Ellensburg Public Works & Utilities Department for removal of the tree at Mike and Debra O'Neil's expense including removal of the stump and replanting one street tree from the City's Street Tree List in the City right of way in an approved location, within one year.

Section 2. A \$400 refundable deposit shall be posted prior to the issuance of the Street Tree Permit to assure replacement of the trees.

Section 3. Removal of the stump shall be done within 30 days of the removal of the tree.

ADOPTED by the City Council of the City of Ellensburg this November 6, 2023.

MAYOR

ATTEST: _____
CITY CLERK



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2023-28 Katie Meadows Final Plat Phase 1 Approval - P23-053

Submitted by: Dan Carlson, Community Development Director, Shannon Johnson, Sr. Planner

Department: Community Development

Suggested Motion/Action:

Move to adopt Resolution 2023-28, approving the final plat of Katie Meadows Phase I and authorize the Mayor and others to sign the mylars for the final plat.

Background/Summary:

The City has received a final plat application for the Katie Meadows Subdivision Phase I from Tyler Glahn, agent for Crytly Enterprises Inc., owner. The Katie Meadows Plat is located on Kittitas County Assessor Parcel ID #791133 (7.32 acres) on the south side of Bender Road, just east of the Bender/Hannah Road intersection in the City of Ellensburg, WA as shown in EXHIBIT 1. As proposed, the first phase will create 24 lots, ranging in size from 3,007 to 7,617 square feet, intended for single-family homes. The current zoning on Parcel ID #791133 is Residential Suburban (R-S).

Previous Council Action:

A closed record public hearing on the preliminary plat for the Katie Meadows Subdivision was held before the City Council on May 2, 2022. Based on the evidence and testimony presented at said public hearing, Council conditionally approved (as evidenced in the approved minutes of the May 2, 2022 meeting) the preliminary plat, which was confirmed with the adoption of Council Resolution No. 2022-14 on May 2, 2023. Council approved the Katie Meadows Preliminary Plat with the following conditions:

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 March 8, 2022.
3. The applicant will meet the requirements of the Energy Services – Gas Department discussed in its memorandum dated March 17, 2022.
4. The applicant will meet the requirements of the Public Works & Utilities Department discussed in its memorandum dated March 11, 2022.
5. The applicant will meet the requirements of the City of Ellensburg Fire Marshal's memorandum dated March 9, 2022.
6. The applicant will meet the requirements of the SEPA Official's issuance of Mitigated Determination of Non-Significance (MDNS) dated October 18, 2021.

7. 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.
8. All requirements of utility providers, City departments, and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
9. 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.

Analysis:

With the preliminary plat approval granted by City Council on May 2, 2022, the expiration date for finalizing the plat is May 2, 2027. The applicant is now submitting the final subdivision application for review by City Council.

The requirements pertaining to final plat approval are found within ECC Sections 15.260.060 through 15.260.100. Specifically, the decision criteria are found in 15.260.100D, which states the following:

D. Decision Criteria. A final subdivision application shall be approved if the subdivision proposed for approval:

1. Conforms to all of the preliminary subdivision terms and conditions of approval; and
2. Meets all other applicable final subdivision requirements as set forth in Chapter 58.17 RCW, other applicable state laws, this chapter, and any other applicable city ordinances which were in effect at the time of preliminary subdivision approval.
3. Approval and Inscription. The city council shall make written findings of fact relating to its decision on the final subdivision application. If the decision is to approve the final subdivision application, a specific written finding of fact shall also be made that:
 - a. Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
 - b. The public use and interest will be served by the approval of such subdivision and dedication.

4. Upon approval of the final subdivision, the city council shall authorize the mayor to suitably inscribe and execute council's written approval on the face of the final subdivision plat drawing.

E. Effect of Final Subdivision Approval. Any lots in a final subdivision filed for record shall be a valid land use, notwithstanding any change in zoning laws, for a period of five years from the date of filing. A subdivision shall be governed by the terms of approval of the final subdivision, and the statutes, ordinances and regulations in effect at the time of approval under RCW 58.17.150(1) and (3) for a period of five years after final plat approval unless the city council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision.

F. Time Frame for Approval. The final subdivision application, or portion thereof, shall be approved, disapproved, or returned to the applicant by the city within 30 days from the date of the application.

G. Recording. The final subdivision plat, in the form specified in this chapter, shall be recorded by the director with the Kittitas County Auditor within 10 working days after city council approval and shall be recorded in the presence of the applicant and with the cost of recording paid by the applicant. [Ord. 4656 § 1 (Exh. O2), 2013.]

On May 2, 2022, during the preliminary plat review process by City Council, the proposed subdivision was determined to be in conformance with the Land Development Code requirements pertaining to R-S zoning. During review of the final subdivision application, city departments had no comments. Staff has since found the final subdivision application for the Katie Meadows Subdivision to be in conformance with the conditions of approval for the preliminary plat, as well as with all adopted City Codes and other requirements. As required, the civil plans for this plat have been approved by the Public Works Department and the remaining public improvements will be covered by a bond posted by the applicant.

The final plat of the Katie Meadows Subdivision is ready for City Council action. Staff has provided a Resolution attached to this Agenda Report which incorporates the findings, conclusions, and conditions of the original preliminary plat approval in Resolution 2023-28.

Financial Impact:

None at this time.

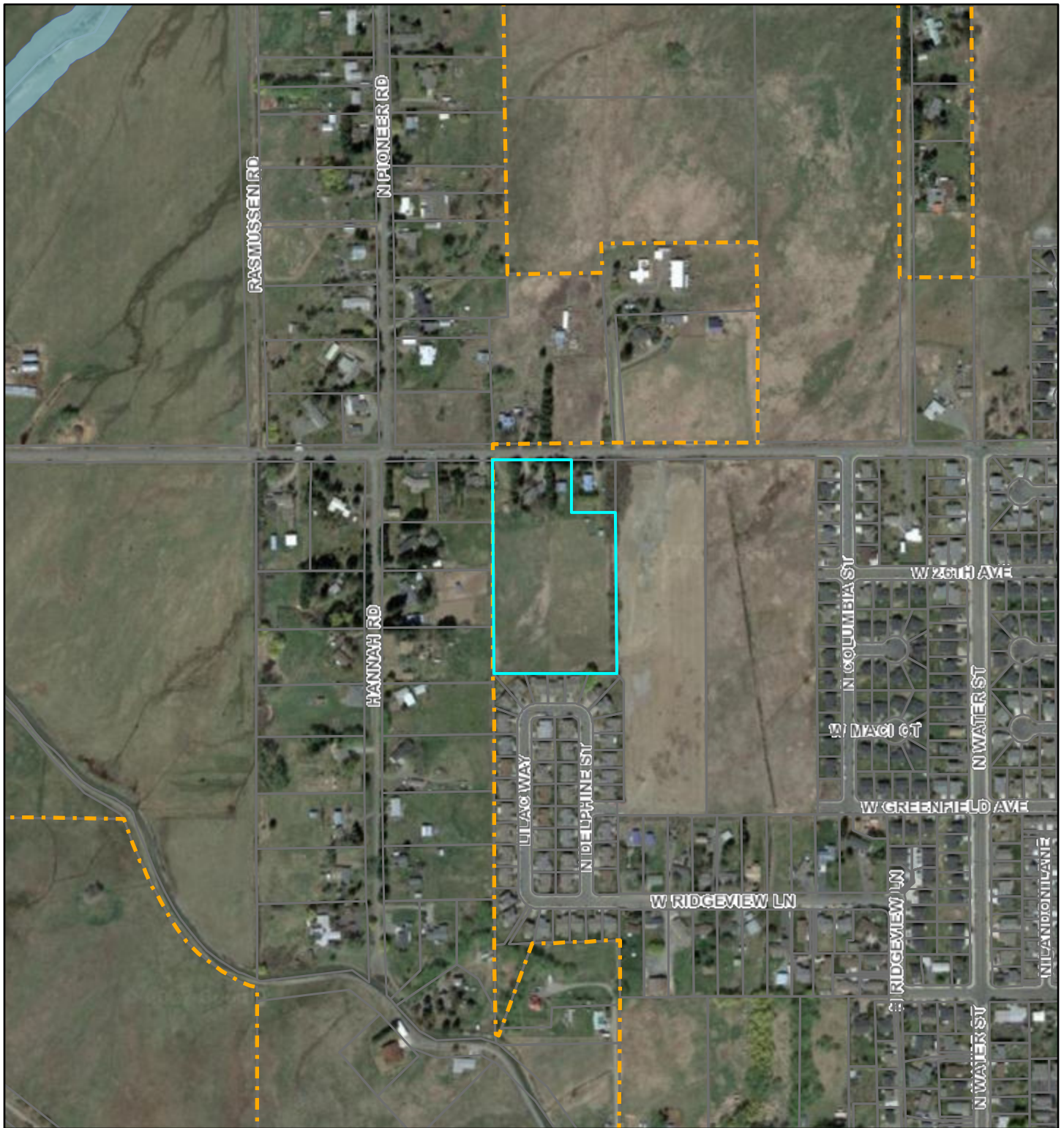
Budget Adjustment: No

Attachments:

1. 1 Vicinity Map
2. 2 P23-053 SURVEY PLANS
3. 3 P23-053 APPLICATION
4. Resolution 2023-28-Katie Meadows Phase I Final Plat Approval

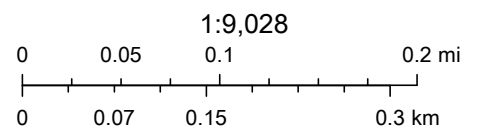
EXHIBIT 1

Katie Meadows Vicinity Map



3/18/2022, 3:20:21 PM

- Urban Growth Area
- City Limits
- Stream 85ft Buffer



© OpenStreetMap (and) contributors, CC-BY-SA

VICINITY MAP

PIAT

SURVEY NOTES:

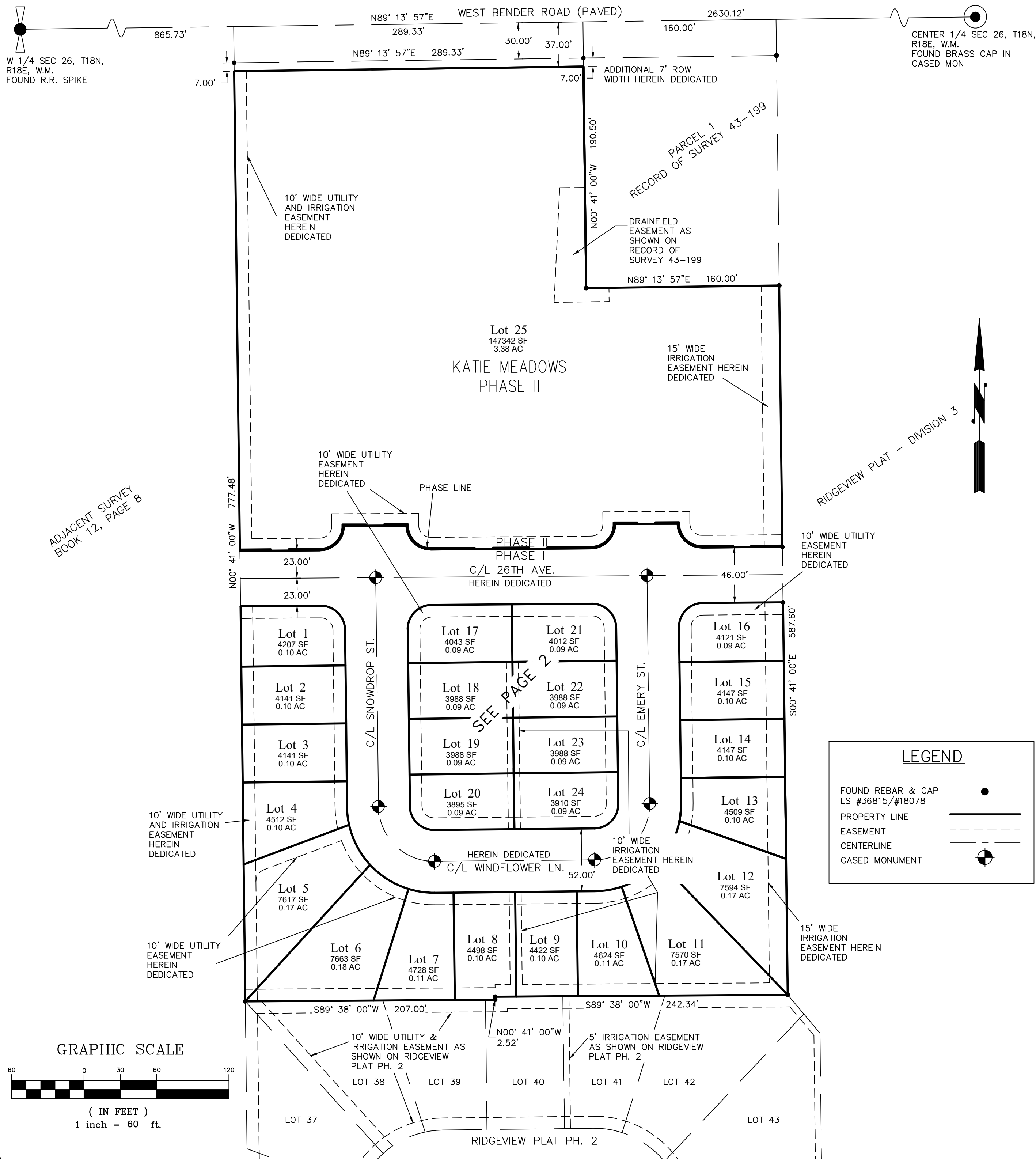
BEARINGS SHOWN BY THIS SURVEY ARE RELATIVE
TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26,
TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M., BEING N 89°13'57" E.

ALL FOUND MONUMENTS SHOWN HEREON WERE FOUND IN AUGUST OF 2022

ALL SET PROPERTY CORNERS SHOWN HEREON WERE SET IN OCTOBER
OF 2023

ZONE; (R-S) RESIDENTIAL SUBURBAN

NOT TO SCALE



DATE

REVISIONS

EQUIPMENT AND PROCEDURES USED:

a: TRIMBLE R8 GPS AND/OR 5 SEC. EDM TOTAL STATION

b: THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS CONTAINED IN WAC 332-130-090

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 20 DAY OF _____ M. UNDER AUDITOR'S FILE NUMBER _____

RECORDS OF KITTITAS COUNTY, WASHINGTON AT THE REQUEST OF _____

COUNTY AUDITOR _____ BY 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 AT THE REQUEST OF TYLER GLANN

ANDREW C. DOAN DATE _____



GRAY SURVEYING PLLC

2706 River Road Yakima, WA 98902
P.O. Box 510 98907 • (509) 575-6434

CORNER FOUND AS NOTED

○ 5/8" REBAR W/CAP #33414 SET

✗ SCRIBED "X" IN CONCRETE

NAME

CRYTYL ENTERPRISES, INC.

LOCATION

P.O. BOX 464 ELLENSBURG, WA 98926

PT

NW 1/4 SW1/4 SEC.26, T11N, 18N., R18E., W.M.

DRAWING TYPE

PLAT

DRAWN BY:

ACD

CHECKED BY:

A.C.D.

PROJECT NO.

21-173

DATE:

10/6/2023

SHEET

2 OF 3

PARCEL NO.

791133 (18-18-26030-0003)

KATIE MEADOWS PHASE I – PLAT

LOCATED IN THE SW 1/4 OF SECTION 26, T. 18 N., R. 18 E., W.M.
CITY OF ELLENSBURG, KITTITAS COUNTY, WASHINGTON

BACKFLOW PREVENTION:

IN LIEU OF REQUIRING A BACKFLOW ASSEMBLY AT THE SERVICE ENTRANCE ON LOTS 1 THROUGH 24 OF KATIE MEADOWS PHASE 1 PLAT, THE OWNER AGREES NOT TO INTERCONNECT, IN ANY FASHION, HIS/HER PRIVATE AUXILIARY WATER SYSTEM, AND TO DO NOTHING THAT WOULD LEAD TO OCCURENCE OF BACKFLOW EVENT. A CROSS CONNECTION IS A DIRECT LINK BETWEEN DOMESTIC WATER LINES AND A CONTAMINATED SOURCE. DECREASED PRESSURE ON THE PURVEYOR'S SIDE OF THE WATER METER MAY LEAD TO A BACKFLOW PROBLEM, AND THIS IS NOT ALLOWED PER WAC-246-290-490. OWNER FURTHER AGREES TO ACCEPT FULL LEGAL RESPONSIBILITY FOR ALL DAMAGES INCURRED AS A RESULT OF ANY SUCH CROSS CONNECTION, INCLUDING BACKFLOW EVENTS. THE OWNER ACKNOWLEDGES THAT HE/SHE HAS BEEN INFORMED BY THE CITY OF ELLENSBURG OF BACKFLOW PROTECTION REQUIREMENTS AND THE CONSEQUENCES OF A BACKFLOW EVENT.

MAINTENANCE OF PRIVATE STORMWATER FACILITIES:

THE STORMWATER FACILITY WITHIN THE KATIE MEADOWS PHASE 1 PLAT SHALL BE OWNED, OPERATED AND MAINTAINED BY THE OWNERS, ON LOTS 1 THROUGH 24. THE CITY OF ELLENSBURG SHALL HAVE THE RIGHT TO INGRESS AND EGRESS THE STORMWATER FACILITY FOR THE PURPOSES OF INSPECTION AND/OR REQUIRED MAINTENANCE PER S5 B5 OF THE EASTERN WASHINGTON PHASE II MUNICIPAL PERMIT.

IF THE CITY OF ELLENSBURG DETERMINES MAINTENANCE OR REPAIR WORK OF THE STORMWATER FACILITY IS REQUIRED, THE CITY OF ELLENSBURG SHALL GIVE NOTICE TO THE OWNERS, HOMEOWNERS ASSOCIATION AND OR LOT OWNERS IN WRITING. IF THE ABOVE REQUIRED MAINTENANCE OR REPAIR IS NOT COMPLETED WITHIN THE TIME SET BY THE CITY OF ELLENSBURG, THE CITY OF ELLENSBURG MAY PERFORM THE REQUIRED MAINTENANCE, OR CONTRACT WITH A PRIVATE COMPANY CAPABLE OF PERFORMING THE STORMWATER FACILITY MAINTENANCE AND THE OWNERS, HOMEOWNERS ASSOCIATION AND/OR LOT OWNERS WILL BE REQUIRED TO REIMBURSE THE CITY FOR ANY SUCH WORK PERFORMED.

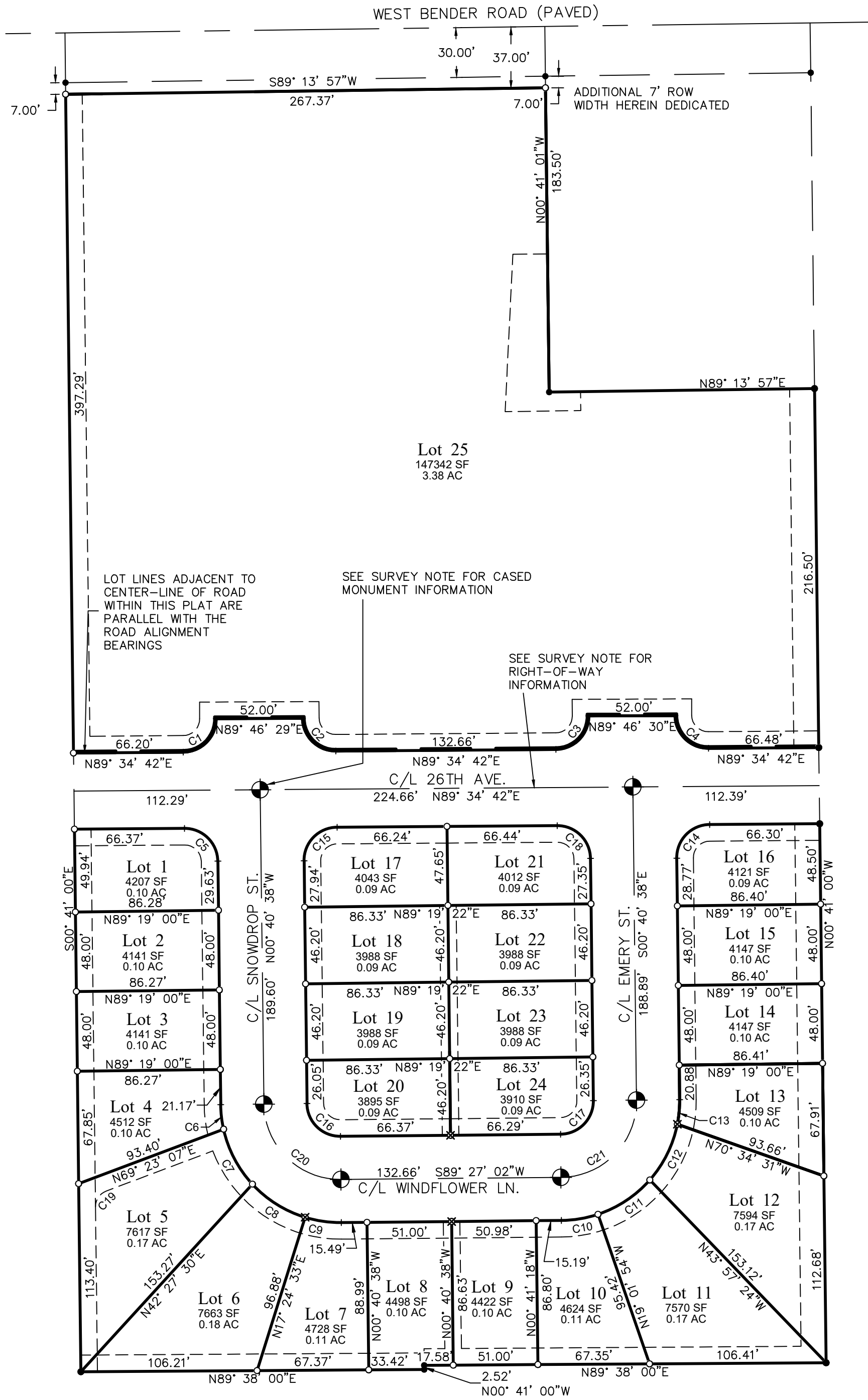
THE OWNERS, HOMEOWNERS ASSOCIATION AND OR LOT OWNERS SHALL NOT REPLACE, ALTER OR MODIFY THE STORM WATER FACILITY WITHOUT FIRST WRITTEN APPROVAL FROM THE CITY OF ELLENSBURG AND A CERTIFIED LETTER FROM A LICENSED ENGINEER APPROVING THE DESIGN CHANGES.

SURVEY NOTES:

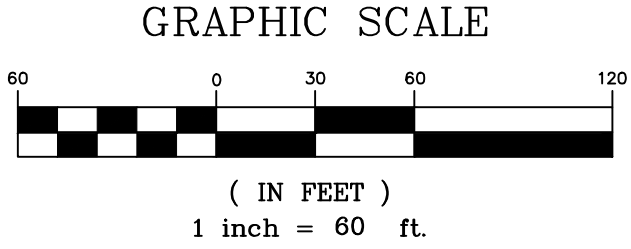
POSITIONS OF CASED MONUMENTS WITHIN PLAT WERE VERIFIED BY GRAY SURVEYING, PLLC. 3 1/4 INCH DIA. UNMARKED BRASS CAP PLACED IN CONCRETE IN CASED MONS.

SEE PAGE 1 OF THIS PLAT FOR PARENT PARCEL EASEMENT AND RIGHT-OF-WAY INFORMATION

SEE PAGE 1 OF THIS PLAT FOR PARENT PARCEL BOUNDARY AND SECTION INFORMATION



CURVE TABLE				
CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C1	20'	31.51'	N44°27'02"E	28.35'
C2	20'	31.33'	S45°32'58"E	28.22'
C3	20'	31.51'	N44°27'02"E	28.35'
C4	20'	31.33'	S45°32'58"E	28.22'
C5	20'	31.33'	N45°32'58"W	28.23'
C6	72'	14.94'	S06°37'24"E	14.92'
C7	72'	37.92'	S27°39'21"E	37.48'
C8	72'	37.92'	S57°49'45"E	37.48'
C9	72'	22.16'	S81°43'58"E	22.07'
C10	72'	22.49'	N80°30'12"E	22.40'
C11	72'	37.92'	N56°28'08"E	37.48'
C12	72'	37.92'	N26°17'44"E	37.48'
C13	72'	14.94'	N05°15'57"E	14.91'
C14	20'	31.54'	S44°23'18"W	28.38'
C15	20'	31.51'	S44°27'02"W	28.35'
C16	20'	31.37'	S45°36'48"E	28.25'
C17	20'	31.46'	N44°23'12"E	28.32'
C18	20'	31.31'	N45°31'31"W	28.21'
C19	10'	12.23'	S34°21'03"W	11.48'
C20	46'	72.15'	S45°36'48"E	64.98'
C21	46'	72.36'	N44°23'12"E	65.13'



LEGEND	
FOUND REBAR & CAP LS #36815/#18078	●
PROPERTY LINE	—————
EASEMENT	- - - - -
CENTERLINE	—————
CASED MONUMENT	⊙
SET REBAR & CAP	○

KATIE MEADOWS PHASE I – PLAT
LOCATED IN THE SW 1/4 OF SECTION 26, T. 18 N., R. 18 E., W.M.
CITY OF ELLENSBURG, KITTITAS COUNTY, WASHINGTON

APPROVALS:

CITY ENGINEER

THIS SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG
SUBDIVISION ORDINANCE. ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH.

CITY ENGINEER DATE

COMMUNITY DEVELOPMENT DEPARTMENT

THIS SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG
SUBDIVISION ORDINANCE. ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH.

COMMUNITY DEVELOPMENT DIRECTOR DATE

MAYOR

THIS SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG
SUBDIVISION ORDINANCE. ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH.

MAYOR DATE

PUBLIC WORKS & UTILITIES DIRECTOR

THIS SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG
SUBDIVISION ORDINANCE. ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH.

DIRECTOR DATE

CERTIFICATE OF CASCADE IRRIGATION DISTRICT

THIS PLAT MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS
OF THE CASCADE IRRIGATION DISTRICT.

CASCADE IRRIGATION DISTRICT DATE

CERTIFICATE OF KITTITAS COUNTY TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIES AGAINST THE
PLATTED PROPERTY DESCRIBED HEREON ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE,
HAVE BEEN PAID AND DISCHARGED. PARCEL NO. 791133 (18-18-26030-0003)

KITTITAS COUNTY TREASURER DATE

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT CRYTYL ENTERPRISES, INC., A WASHINGTON CORPORATION,
IS THE OWNER OF THE LAND HEREIN DESCRIBED AND JOHNSTON PROPERTY MANAGEMENT, LLC, IS THE
BENEFICIARY OF A DEED OF TRUST, HAVE WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR
DESIRES CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON; DO HEREBY
DEDICATE THOSE ROADS AND/OR RIGHTS OF WAY SHOWN AS PUBLIC DEDICATIONS HEREON TO THE
USE OF THE PUBLIC; DO HEREBY WAIVE ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS IN
INTEREST ALL CLAIMS FOR DAMAGES AGAINST KITTITAS COUNTY AND ANY OTHER GOVERNMENTAL
AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND DESCRIBED BY THE ESTABLISHED
CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID DEDICATED ROADS AND/OR RIGHTS OF WAY;
AND DO HEREBY GRANT, CONVEY AND RESERVE THE EASEMENTS AS SHOWN HEREON FOR THE USES
INDICATED.

TYLER GLAHN
CRYTYL ENTERPRISES, INC.

MILTON JOHNSTON
JOHNSTON PROPERTY MANAGEMENT, LLC

ACKNOWLEDGMENT

STATE OF WASHINGTON))SS
COUNTY OF KITTITAS)
BEFORE ME THIS DAY OF , 2021, PERSONALLY APPEARED
AND TO ME KNOWN TO
BE THE AND RESPECTIVELY OF

AND WHO EXECUTED THE FOREGOING INSTRUMENT,
AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT
FOR THE PURPOSES AND USES THEREIN MENTIONED. IN WITNESS WHEREOF I HAVE SET MY HAND
AND AFFIXED MY OFFICIAL SEAL.

NOTARY OF PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT

MY COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF WASHINGTON))SS
COUNTY OF KITTITAS)
BEFORE ME THIS DAY OF , 2021, PERSONALLY APPEARED
AND TO ME KNOWN TO
BE THE AND RESPECTIVELY OF

AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED
TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT FOR THE PURPOSES
AND USES THEREIN MENTIONED. IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY
OFFICIAL SEAL.

NOTARY OF PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT

MY COMMISSION EXPIRES

EQUIPMENT AND PROCEDURES USED:

- a: TRIMBLE R8 GPS AND/OR
5 SEC. EDM TOTAL STATION
b: THIS SURVEY MEETS OR
EXCEEDS THE ACCURACY
STANDARDS CONTAINED IN WAC
332-130-090

DATE	REVISIONS

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS DAY OF 20
AT M. UNDER AUDITOR'S FILE NUMBER

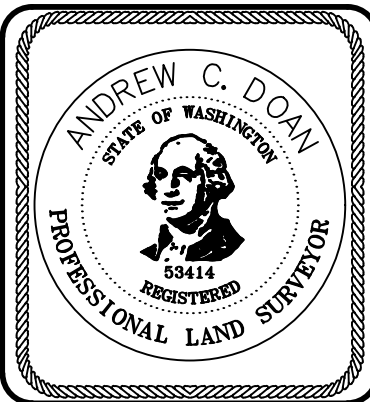
RECORDS OF KITTITAS COUNTY, WASHINGTON AT THE
REQUEST OF

COUNTY AUDITOR BY DEPUTY

SURVEYOR'S CERTIFICATE

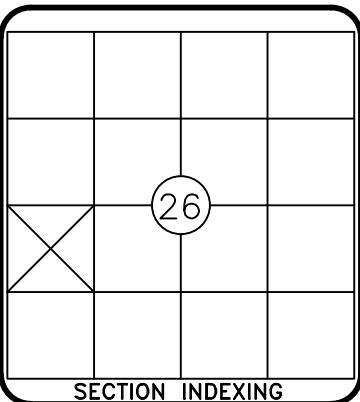
THIS MAP CORRECTLY REPRESENTS A
SURVEY MADE BY ME OR UNDER MY
DIRECTION IN CONFORMANCE WITH
THE REQUIREMENTS OF THE SURVEY
RECORDING ACT AT THE REQUEST OF
TYLER GLAHN

DATE
ANDREW C. DOAN



- CORNER FOUND AS NOTED
- 5/8" REBAR W/CAP #53414 SET
- SCRIBED "X" IN CONCRETE

GRAY SURVEYING PLLC
2706 River Road Yakima, Wa 98902
P.O. Box 510 98907 • (509) 575-6434



NAME CRYTYL ENTERPRISES, INC. P.O. BOX 454 ELLENSBURG, WA 98926	
LOCATION PT NW 1/4 SW 1/4 SEC. 26, TWN. 18N., RNG. 18E., W.M.	
DRAWING TYPE PLAT	
DRAWN BY: ACD	SCALE: N/A
CHECKED BY: A.C.D.	DATE: 10/6/2023
PROJECT NO. 21-173	SHEET 3 OF 3
PARCEL NO. 791133 (18-18-26030-0003)	

EXHIBIT 3



Final Subdivision Application

PA-13
APPLICATION

RECEIVED
8/28/23
~~MAY 22 2023~~

Community Development Department

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

COMMUNITY DEVELOPMENT

Final Subdivision (long and short plat) applications are subject to the Type I review process as set forth in Chapter 15.210 ECC. The Planning Division will be unable to accept your Final Subdivision Application Form if you fail to provide all the required material. The final subdivision application, or portion thereof, shall be approved, disapproved, or returned to the applicant by the city within 30 days from the date of application.

Application Fee: No application fee

OFFICIAL USE ONLY:

Staff Person:	KB
Date Submitted:	8/28/23
Fee Total:	XXXX
FILE #:	P23-053
Associated Permit File #:	P21-157 P21-111

8/28/23

P21-024 P21-087

PROPERTY OWNER: (Note: If the Applicant is not the Owner, attach written authorization from the legal owner(s).)

Legal Owner Name(s):	Crytly Enterprises INC	Day Phone:	360 220
Mailing Address:	PO BOX 454 Ellensburg WA 98926		518
E-mail:	tylerglahn@gmail.com	Cell Phone:	

***APPLICANT:**
☐ Owner ☐ Contractor ☐ Tenant ☐ Other

Name:	Crytly Enterprises INC	Day Phone:	
Mailing Address:	PO BOX 454 Ellensburg WA 98926		
E-mail:	tylerglahn@gmail.com	Cell Phone:	

CONTACT PERSON:
☐ Owner ☐ Contractor ☐ Tenant ☐ Other

Name:	tylerglahn@gmail.com	Day Phone:	
Mailing Address:	PO BOX 454 Ellensburg WA 98926		
E-mail:	tylerglahn@gmail.com	Cell Phone:	360 220 518

PROJECT INFORMATION:

Parcel Number(s) of Site:	79 1133
Site Address (if any):	604 W Bender RD

(OVER)

APPLICATION REQUIREMENTS:

Ellensburg City Code 15.260.100, Final subdivision applications are subject to the Type I review process and must contain the following application contents:

		Yes	No
1.	Final Subdivision application with signatures of landowners involved in the subdivision. <i>See attached</i>	✓	
2.	(3) Copies of final plat drawing, an electronic copy, and one 11x17 copy. <i>See attached, electronic copy will be emailed</i>	✓	
3.	Certification signed by treasurer's office that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid. <i>See attached</i>	✓	
4.	Approved engineered design drawings (civil plans) for all required improvements. Drawings shall be approved by city engineer prior to filing of final plat application. <i>Complete Drawings are signed and approved at public works</i>	✓	
5.	Title report of property to be subdivided IF the final plat application is not submitted within 120 calendar days of preliminary approval. <i>See attached</i>	✓	
6.	Subdivision Improvements Agreement (if improvements are not to be installed prior to final plat application and will be bonded for instead). Agreement must include the following: a. List of required subdivision improvements; b. Cost estimate of improvements; c. Phases of development of the subdivision, if phasing was provided for and approved in the preliminary subdivision approval, and completion dates for said phases; d. Provisions for the dedication of park land or payment of fees in lieu of such land if applicable. e. A bond guaranteeing the installation of the public improvements which shall meet the requirements of the Public Works development standards and be approved and accepted by the city engineer. f. In lieu of a bond the applicant may fulfill the public improvements requirement by installing the improvements required in the preliminary subdivision approval under the direction of the city engineer. <i>in civil drawings on file at public works see phase markings not applicable Bond amount TBD After Final Plat routing</i>	✓	
7.	Copy of any deeds, covenants, conditions, or restrictions together with a copy of the documents which establish and govern any HOA.		✗
8.	A matrix listing the preliminary approval conditions individually and how they have been satisfied. This shall include copies of any documents necessary to verify compliance with each condition. <i>See attached</i>	✓	

SIGNATURE OF LEGAL OWNER or REPRESENTATIVE AS AUTHORIZED BY THE LEGAL OWNER:

I, Tyler Glahn, (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 here within is written permission from the owner(s) authorizing my actions on his/her/their behalf.

Signature of Legal Owner:
(or Authorized Agent)

Date:
5/18/2023

RESOLUTION NO. 2023-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG approving the Final Plat of the Katie Meadows Subdivision Phase I (P23-053).

WHEREAS, Tyler Glahn, Crytly Enterprises Inc., (“Owner”), has submitted an application (P23-053) for a final subdivision plat on Kittitas County Assessor’s Parcel ID#791133 (7.32 acres), which is located on the south side of Bender Road, just east of the Bender/Hannah Road intersection in the City of Ellensburg, WA. (“Property”); and

WHEREAS, the Owner submitted to the Hearings Examiner a Preliminary Plat for the proposed Katie Meadows Subdivision for construction of residential dwellings on the above-referenced tracts of land; and

WHEREAS, in accordance with Chapter 15.260 ECC, the Hearings Examiner held an duly advertised open public hearing on March 25, 2022, to review the proposed development, after which the Hearings Examiner forwarded a recommendation of approval with nine conditions to City Council; and

WHEREAS, the Owner submitted the Preliminary Plat to the City for review and consideration by Council at a duly-advertised closed record public hearing held on May 2, 2022; and

WHEREAS, based on the evidence and testimony presented at said public hearing, City Council conditionally approved the subdivision of the property to allow further residential development of said property as evidenced in the approved minutes of the Council meeting of May 2, 2022 and the adoption of Council Resolution No. 2022-14 on May 2, 2022; and

WHEREAS, per RCW 58.17.140, as this preliminary plat was approved after January 1, 2015 and is not subject to the Shoreline Management Act, the applicant has five (5) years to file for final plat approval, or until May 2, 2027; and

WHEREAS, the Owner submitted the Final Plat to the City for review and consideration, and City of Ellensburg staff have found that the conditions of preliminary approval have been satisfied; and

WHEREAS, the applicant has submitted a bond to ensure that all required subdivision improvements will be installed in accordance with the approved improvements plans, and such bond has been approved by the City; and,

WHEREAS, the Final Plat application was reviewed by City Council in a public meeting held on November 6, 2023; and

WHEREAS, the City Council finds that the subdivision conforms to all terms of the City Council’s preliminary plat approval, and that the subdivision meets all requirements of chapter 58.17 RCW, other applicable state laws, and all local ordinances adopted under chapter 58.17 RCW that were in effect at the time of preliminary plat approval;

NOW, THEREFORE, the City Council for the City of Ellensburg do resolve 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 City Council finds that the conditions of preliminary plat approval for the Katie Meadows final plat have been met and the requirements for recording the Phase I final plat have been satisfied.

Section 3. The final plat for the Katie Meadows Phase I Subdivision is approved and the Mayor, Community Development Director, Public Works & Utilities Director, and City Engineer are hereby authorized to inscribe and execute this approval on the face of the plat, which will then be recorded with the Kittitas County Auditor’s Office.

ADOPTED by the City Council of Ellensburg this 6th day of November, 2023.

Nancy Lillquist, Mayor

ATTEST:

Beth Leader, City Clerk



Meeting Date: November 6, 2023

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: Award Bid Call No. 2023-15 Tree Trimming Contract Utility Electrical Distribution System to Uribe's Tree Service LLC

Submitted by: Dan Davis, Engineering Tech

Department: Public Works & Utilities

Suggested Motion/Action:

Move to award Bid Call 2023-15 for Tree Trimming Contract Utility Electrical Distribution System to Uribe's Tree Service, the lowest responsive and responsible bidder.

Background/Summary:

The Public Works and Utilities annually requests quotes from contractors on the Small Works Roster for our annual tree trimming contract. This service provides clearance for the City's overhead electrical distribution system and is necessary to reduce power outages, for safety and reliability.

The City sent the bid document to all contractors on the City's Small Works Roster for this type of work. Staff recommends that City Council award the contract for Bid Call 2023-15 for Tree Trimming Contract Utility Electrical Distribution System to the responsive and responsive bidder, Uribe's Tree Service LLC for 360 hours at a unit cost of \$665.00 per crew/equipment hour for an amount of \$239,400, and including Minor Change of \$20,000 for a total contract amount of \$259,400.

Previous Council Action:

None

Analysis:

The quoted price received is for hourly rates and includes a 3-person crew, lift truck, chipper and dump truck. The bid amount shown is based on the contracted scope of work, which is estimated at 360 hours of tree trimming, and includes \$20,000 for Minor Changes. The City only received one bid this year, as shown below:

- Uribe's Tree Service LLC \$259,400

The engineer's estimate is \$149,834. The bid submitted by Uribe Tree Service LLC is 73% more than the engineer's estimate. This increase is due to the lack of availability of tree trimming contractors due to the significant increase in fire-wise preparations that our region is currently seeing. Electrical system tree trimming is critical and needs to be completed within the 60 working days, as identified in the bid documents, to maintain the safety and reliability of the City's overhead electrical distribution system. Therefore, staff recommends City

Council award bid 2023-15 for Tree Trimming Contract Utility Electrical Distribution System to Uribe's Tree Service LLC.

Financial Impact:

Funding for the proposed tree trimming is included in the adopted Light Fund budget.

Budget Adjustment: No

Attachments:

None



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Bid Award - Bid Call No. 2023-17 - Anderson Road Sewer Project
Submitted by: Derek Mayo, Engineering Manager
Department: Public Works & Utilities

Suggested Motion/Action:
Move to award Bid Call 2023-17 to Rodarte Construction, Inc., the lowest responsive and responsible bidder, in the amount of \$1,780,816.88.

Background/Summary:
Bids were opened on Wednesday, October 25, 2023 for the Anderson Road Sewer project. Rodarte Construction Inc., was the low bidder in the amount of \$1,780,816.88.

Previous Council Action:
None.

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

• Rodarte Construction, Inc.	\$1,780,816.88
• Alpine Contractors Group LLC	\$1,790,531.69
• Pacific Civil Infrastructure, Inc.	\$1,998,998.98
• Active Construction Inc.	\$2,048,048.00
• Pro Grade Enterprises Inc.	\$2,140,563.96
• Belsaas and Smith Construction	\$2,188,205.76
• JR Construction	\$2,206,097.18
• Interwest Construction, Inc.	\$2,329,445.54
• Strider Construction Co., Inc.	\$2,415,416.50
• NW Cascade	\$2,963,337.03
• Ascent Foundation and More LLC	\$3,206,689.78
• <i>Engineers Estimate</i>	<i>\$2,519,600.82</i>

The bid submitted by Rodarte Construction, Inc., is below the engineer's estimate, and staff have verified their previous work experience meets the minimum requirements outlined in the bid specifications.

Financial Impact:
The bid amount is within the amount budgeted in the 2023 sewer fund for the Anderson

Road Sewer Extension project.

Budget Adjustment: No

Attachments:

None



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Project Acceptance - Bid Call 2022-12 - Rotary Park Field Light Installation Project
Submitted by: Josh Mattson, Assistant City Engineer
Department: Public Works & Utilities

Suggested Motion/Action:

Move to accept Bid Call 2022-12 as complete and approve the necessary budget adjustments.

Background/Summary:

The construction of the Rotary Park Field Light Installation Project was completed in June 2023.

In 2018, the City was awarded a \$230,000.00 grant through the Kittitas County Sales and Use Distressed County Tax Credit (.09 Funds) program for the purchase of field lights for the Rotary Park youth baseball and softball four field complex. The addition of field lights has benefited the local organizations who use the park and will increase the draw of local and regional tournaments in Ellensburg.

City staff designed, prepared bid specifications, and provided construction contract administration for this project, Bid Call #2022-12. Staff has recently received the necessary project closeout paperwork from the contractor and Council is now being requested to accept the project as complete.

Previous Council Action:

November 2, 2020 Regular Council meeting - Council authorized the purchase of MUSCO field lights in the amount of \$398,029.00 off the Sourcewell interlocal purchasing agreement. The majority of the funding to purchase the lights was through Kittitas County and its \$230,000.00 grant through Kittitas Sales and Use Tax program.

July 18, 2022 Regular Council Meeting - Council awarded the above-mentioned project to Titan Electric, LLC.

Analysis:

The original contract amount bid for the project was \$336,304.50. Approved change orders for extra work increased the final contract amount to \$359,460.75. Additional costs were incurred due to additional excavation, asphalt patching, and extra landscaping.

Financial Impact:

The total project cost was \$359,460.75, with the breakdown shown below:

Rotary Park Field Light Installation - \$326,927.03

Change Orders - \$32,533.72

Adequate funding exists within the Park Acquisition and Development fund. Additional budget authority of \$23,156.25 is needed and will reduce the ending fund balance. Carry forward of the balance of the 2022 project budget is also needed.

Budget Adjustment: Yes

Attachments:

None



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Purchase of Generator and Switch for Craig's Hill Pressure Zone Improvements Project
Submitted by: Josh Mattson, Assistant City Engineer
Department: Public Works & Utilities

Suggested Motion/Action:

Authorize the purchase of a Caterpillar generator and switch in the amount of \$126,874.00 plus tax from NC Machinery off the Sourcewell interlocal purchasing agreement.

Background/Summary:

Staff is pre-purchasing a Caterpillar generator and switch from NC Machinery off the Sourcewell interlocal purchasing agreement. The early acquisition of this equipment is due to long delivery times and will accelerate the startup of the project. Construction bidding for the rest of the project is currently underway.

The City of Ellensburg is completing the 2020 Water System Plan. The creation of a new Craig's Hill Pressure Zone (1760 Zone) is a noted deficiency in this plan. Numerous service connections on the top of Craig's Hill have pressures of less than 30 pounds per square inch (psi) under existing peak hour demand (PHD) conditions. Low pressures in this area also limit the available fire flow in the 1740 Zone and cause a significant portion of the Craig's Hill Reservoir volume to be unusable dead storage.

The project will create a new 1760 Zone by converting the 1740 Zone on Craig's Hill to the new zone by installing a booster pump station with a parallel high-pressure water main and closing isolation valves along the pressure zone boundary.

Previous Council Action:

February 1, 2017 Regular Council Meeting – Council authorized the Joint Purchasing Interlocal Agreement with through the National Joint Powers Alliance® (now Sourcewell), a political subdivision of the State of Minnesota.

November 7, 2022 Regular Council Meeting - Council authorized the City Manager's signature on the Craig's Hill Pressure Zone Improvements Agreement for Professional Services between the City of Ellensburg and HLA Engineering and Land Surveying, Inc

September 16, 2019 Regular Council Meeting - Council authorized the City Manager to execute a Professional Services Agreement with RH2 Engineering in the amount of \$349,803.00 to perform the 2020 Water System Plan Update and design of the Illinois Well Outfitting.

Analysis:

Pressure zone improvements at Craig's Hill in support of the new 1760 Zone will increase service water pressure, increase available fire flow, and increase available water storage volume in the Craig's Hill Reservoir.

A backup generator and switch are required components of this project. Both items have long delivery times of up to one year from order. HLA Engineering and Land Surveying has provided a review of the proposed Caterpillar generator and switch and found them to meet all project specifications.

These two items will be delivered following completion of the booster pump station and then installed by the project contractor. Construction bids for the remainder of the project are scheduled to be opened on November 9, 2023.

Financial Impact:

This project is budgeted in the 2023 Water Construction Fund.

Budget Adjustment: No

Attachments:

1. NC 31223077 - Craig Hill Pressure Zone - 10 03 23

We are pleased to offer the following quotation for:

Project Name: Craig Hill Pressure Zone Improvements

Quote #: NC 31223077 **Config 2**

Date: October 3, 2023

To: Josh Mattson
Company: City of Ellensburg Public Works & Utilities
Email: mattsonj@ci.ellensburg.wa.us
Phone #:

Lead Time: Approx. **48 – 52** Weeks after approved submittals.
Submittals: Approx. 3 to 4 Weeks
Freight: F.O.B. Jobsite at truck level under Hook.
Quote Valid: Quote is valid for 60 Days.

Note: Quoted based on Sourcewell Contract #092222-CAT. Added exhaust silencer and spare parts as required by bid specifications.

Please expedite Submittals once received. Equipment orders are not placed until a Submittal is sent back approved. A delayed Submittal may lead to prices increases.

Generator and ATS
Quote Total: \$126,874.00

Hong Thourk
Electric Power Sales Estimator

NC POWER SYSTEMS



16711 West Valley Hwy., | Tukwila, WA 98188

Fax: (425) 656-4620 | Cell: (206) 947 8086

www.ncpowersystems.com | HongThourk@ncpowersystems.com

Item One (1) CAT Genset w/ No Enclosure & Gas Regulator, Net Each \$95,226.14

Customer list \$122,255.00 minus 26% equals \$95,226.14 per Sourcewell Contract

- **Model: G14.2PGAN**
- Quantity: 1
- Rating: 200kW
- Certification: U.S. EPA S.I. Stationary Emergency Use Only
- Fuel: NATURAL GAS
- Excitation: AU
- Frequency: 60 Hz
- Voltage: 480 V
- Duty: STANDBY
- W/ No Enclosure
- W/ Gas Regulator

The following features will be included:

Quantity	Characteristic Name	Feature Code	Feature Description
1	PGS EMISSION CERTIFICATION	EPA_I	EPA CERT FOR EMERGENCY STANDBY
1	VOLTAGE OPTION	60H0480_I	60HZ 480 VOLT (WYE)
1	APPLICATION INDICATOR	STANDBY_I	STANDBY POWER Output available with varying load for duration of the interruption of the normal source power. Average power output is 70 % if the standby power rating. Typical operation is 200 hours per year, with the maximum expected usage of 500 hours per year.
1	ENGINE RATING	KW00200_I	60 Hz, 200 kW
1	CONFIGURATION	14LGE02_I	DG200-2 GC EMISSIONS CERT. 200 kW, 250 kVA, 60Hz Standby - EPA Certified
1	GENSET CONTROLLER LANGUAGE	LANENGCI_I	ENGLISH PANEL LANGUAGE Primary fuel pressure regulator (Shipped loose)
1	UL LISTING	ULETL_I	ETL EVALUATED TO UL STD Evaluated by ETL to UL standard for safety UL2200
1	SEISMIC CERTIFICATION	IBCSCCR_I	SEISMIC CERTIFICATION

2 OF 8

Corporate Headquarters: P.O. Box 3562, Seattle, Washington 98124
Branches: Seattle, Mt. Vernon, Everett, Port Angeles, Chehalis, Yakima, and Wenatchee, Washington;
Anchorage, Fairbanks, Juneau, Kodiak, and Dutch Harbor, Alaska

17900 W. Valley
P.O. Box 88338
Seattle, WA 98138
(425) 251-5877
FAX (425) 251-6423

1	DECAL LANGUAGE	LANENGO_I	ENGLISH INSTRUCTION LANGUAGE
1	GOVERNOR TYPE	STDELEC_I	STANDARD ELECTRONIC GOVERNOR
1	MARKET SEGMENT CODES	MSEPGGN_I	GENERAL EPG
1	CUSTOMER SEGMENT	MSCEC77_I	PUBLIC OR CIVIL SERVICES
1	MARKET WORK CODE	MWCODEF_I	STANDBY POWER
1	AUTHORIZED APPROVAL NUMBER	WELL	AUTHORIZED APPROVAL NUMBER
1	SPACE (ALT) HEATER KITS	AH1HB_I	ALTERNATOR SPACE HEATER (b)
1	ALTERNATOR TEMPERATURE RISE	GENT105_I	105C TEMP RISE OVER 40C AMB
1	ALTERNATOR	UPG250B_I	200-250kW ALTERNATOR UPGRADE
1	GAS TYPE	NATG_I	Natural Gas
1	GAS REGULATOR	GASREG_S	GAS REGULATOR
1	CONTROL PANEL MODEL	EMCP42B_I	EMCP4.2B CONTROL PANEL The Cat® EMCP 4.2B offers fully featured power metering, protective relaying and engine and generator control and monitoring. Engine and generator controls, diagnostics, and operating information are accessible via the control panel keypads; diagnostics from the EMCP 4 optional modules can be viewed and reset through the EMCP 4.2B
1	LOCAL DISCRETE I/O PACKAGE	EMCSDP2_I	DISCRETE I/O MODULE Provides 12 programmable spare inputs and eight programmable relay outputs for system expansion.
1	BATTERY OPTIONS	BAT2456_I	OVERSIZED WET BATTERY Oversized Batteries- pre installed. Technical: 1400 CCA batteries, Wet, 200 Amp/hr.
1	BATTERY CHARGERS	BTC2001_I	20A BAT. CHARGER - INSTALLED 20A Battery charger, installed - 60 Hz
1	BATTERY HEATER	EBH_I	BATTERY HEATER The heater maintains the battery at an optimum operating temperature allowing full rated current to be drawn (providing that the battery is in a fully charged condition).
1	GFCI AC RECEPTACLE & WIRING	GFCIOUT_I	GFCI OUTLET

3 OF 8

1	SHUNT TRIP	SHTAUXC_I	STD MLCB w/Trps & Aux (c)
1	CIRCUIT BREAKER TYPE	STDMLCB_I	THERMAL MAGNETIC 80% IEC/UL
1	AIR CLEANER (ENGINE)	STDAIR_I	STD AIR CLEANER - LIGHT DUTY Air cleaner - Non Canister with disposable paper filter. (Not for Outdoor Use. Requires protection for outdoor storage)
1	AIR FILTER RESTRICT INDICATOR	AFRESIN_I	AIR FILTER RESTRICT INDICATOR Air filter restriction indicator
1	FIRST LOCAL ANNUNCIATOR	EMCLAM1_I	LOCAL ANNUN NFPA99-110/CSA282 Local Annunciator NFPA99-110/CSA282
1	ANNUNCIATOR BOX	ANNMB01_S	QUANTITY 1 UL listed galvanized box for flush mounting of remote annunciator. Qty-01
1	PGS TEST REPORT	PFT08C_I	FACTORY TEST 0.8PF

See Email Attachment for Genset Preliminary Drawing & Production Information.

Items needed for Item One Genset:

1. **Freight, Net Total: \$13,553.72** [Price Separately]
Customer list \$14,267.07 minus 5% per Sourcewell Contract
2. **Commissioning, Net Total: \$7,106.84** [Price Separately]
Customer list \$7,480.89 minus 5% per Sourcewell Contract
3. **Spare Parts, Net Total: \$616.88** [Price Separately]
Customer list \$649.35 minus 5% per Sourcewell Contract

Item one includes the items below:

Factory & Onsite Startup, Testing & Commissioning:

- (1) Standard Factory Testing at .8 PF
 - On site Startup Services (Includes Lube Oil and Coolant) with Technician includes
 - (2) Site Visits
 - (3) Hours of Labor
 - (5.5) Hours to included 4 Hours Resistance Load Bank Test and Setup
 - (2) Hours Customer Training on Operation and Maintenance
- Testing in accordance with NFPA 110

Warranty & Manuals:

- 2 - Years Parts and Labor Warranty

Note: A 5 Year Warranty will be offered by CAT based on the following:

- Acceptance of the **CAT Remote Monitoring & Telematic Package PL444**, which is now included on all CAT Genset 1250KW and below. Acceptance documents to be signed during commissioning.
- NC Power Systems will also provide Oil Filters and Fuel Filters with (1) Oil Inspection Kit to be used for the 1st Oil change. The Oil and the Service to change the oil is not included.
- If above offer is not accepted by the customer, a quote will be provided for 5-year warranty.
- Electronic Set of Operation and Maintenance Manuals

Genset Adder / Option: (Not Included in Item One, to be price separately.)

- **24 Months Preventative Maintenance [2024 – 25]**

[2024] 1 to 12 Months Net Each, **\$4,193.55 ****

[2025] 1 to 12 Months Net Each, **\$4,509.19 ****

**Includes (3) Inspection Visits, (1) Major Service Visit w/ 2 Hour Load Bank.

**Pricing does not include the cost of electrician or permit fees for load bank testing, this is a Washington State requirement.

**Above pricing is for one technician and assuming a service truck can park within 50' of the generator with easy access to it.

**If this service does not take place before the end of 2024, NC Power Systems reserves the right to offer a new quote.

Item Two (1) ASCO 400A ATS, Net Each \$7,719.49 [Price Separately]

Customer list \$8,125.78 minus 5% per Sourcewell Contract

Delivered to Jobsite / Lead-Time 20 - 22 Weeks after approved submittal

#1	ATS	AMPS: 0400	QTY: 1
Product	: Series 300	Catalog Number	: J03ATSA30400NGXC,11BE,18RX 72EE,125A
Service Voltage / Hz	: 480V/60Hz	Optional Accessories	: 11BE,18RX,72EE,125A
Bypass Isolation	: Not Applicable	Product Description	: 300 Series, Automatic Open Transition Transfer Switch
No. of Switched Poles: 3	: 3	Neutral Configuration	: Solid [A]
Withstand Rating:	: See WCR Table Below	No. of Cables & Lug Size	: 1, #4 AWG to 600 MCM or (2) 1/0 AWG to 250 MCM
Frame = J, Switch Rating = 0400, Series = 300			

#	ACCESSORY DESCRIPTIONS	
	Accessory Code	Description
1	11BE	Adds the following features to the Group G controller: (1) Serial RS-485 Modbus Communications (2) Multi-Schedule Engine Exerciser (3) a 300 Entry Event Log and (4) a common alarm output function. When applied on 3-phase systems it also enables: (1) 3-Phase Emergency Source VLL sensing (2) Phase Rotation Monitoring (3) Emergency Source VLL Unbalance Monitoring.
2	18RX	REX (Relay Expansion Module) with Normal and Emergency available output contacts (18B & 18G)
3	72EE	Quad - Ethernet Module with AES - 128 bit with encryption and (4) RJ - 45s, includes 11BE feature bundle
4	125A	Seismic

Item Three (1) MAXIM Exhaust Silencer, Net Each \$2,455.64 [Price Separately]

Customer list \$2,584.88 minus 5% per Sourcewell Contract

Delivered to Jobsite / Lead-Time 6 Weeks after approved submittal

SILENCER, M32, 5", STD CHAMBER, CRITICAL

ANSI CONNECTIONS, SIDE IN, END OUT, CS, HT BLACK PAINT

- 3" FLEX CONNECTOR WITH 3" FLOATING CAT FLANGE X 5" FIXED ANSI FLANGE, 18" OAL, CARBON STEEL CONNECTIONS, BLACK PAINT
- NBG KIT, CAT, 3" CAT CUSTOM
.33" DIA 3 HOLES ON 4.13" DIA B.C., 1/2" THK
- NBG KIT, ANSI, 5", FIBER FULL FACE GASKET
1800 DEG., CS HARDWARE

NOTES AND CLARIFICATIONS

Notes

1. The quotation is based on the following documents:
 - a. Quotes based off bid specification 26.32.13 and one line drawing.
 - b. No other bid documents or plans have been reviewed.
2. Fuel for startup or testing not included. Includes Standard shipping to the F.O.B. Point at truck level under Hook...
3. Sales Taxes are excluded and should be added by the purchaser.
4. **Excludes:** Offloading, installation, conduit, wire, piping, concrete and hardware, infrared testing, 3rd. party testing (NETA), permits and fees and Coordination Study **are not included**.
5. Non-standard Lugs are to be provided by others and are not included in this proposal.
6. N C Power Systems Co. will not be responsible for, or subject to, penalties attributed to force majeure.
7. This proposal represents N C Power Systems Co.'s best interpretation of the project requirements, which may vary from other's interpretation. If equipment or services are not described, they cannot be construed to be included in this scope of supply.
8. All orders to purchase or lease based on this quotation shall be subject to acceptance by N C Power Systems Co. All transactions shall be made on, and subject to N C Power Systems Co.'s standard terms, conditions and warranties, or modified documents reflecting mutually-agreeable terms.
9. Quote provides standard Caterpillar 2 Year Warranty for parts and labor on Caterpillar products (unless noted otherwise). All other manufacturer's warranties apply per their respective warranty statements.
10. PAYMENT TERMS: 90% on shipment, 10% retainage, and Net 30 days on invoice date, subject to credit approval

Clarifications:

1. Requested Adders or Deletions to this quote will require a new quote.
2. All testing outside of CAT's standard startup and commissioning procedures requiring special tools or special certifications are to be provided by others.



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Craig's Hill Pressure Zone Improvements Supplemental Agreement #1 for Professional Services
Submitted by: Josh Mattson, Assistant City Engineer
Department: Public Works & Utilities

Suggested Motion/Action:

Move to authorize the City Manager's signature on the Craig's Hill Pressure Zone Improvements Supplemental Agreement #1 for Professional Services between the City of Ellensburg and HLA Engineering and Land Surveying, Inc and approve the necessary budget adjustments.

Background/Summary:

Staff is requesting a supplement to its design agreement with HLA Engineering and Land Surveying, Inc. (HLA) for the design of the Craig's Hill Pressure Zone Improvements. This supplement is for additional scope in design engineering services and provision of construction engineering and electrical engineering and programming services.

The City of Ellensburg is completing the 2020 Water System Plan. The creation of a new Craig's Hill Pressure Zone (1760 Zone) is a noted deficiency in this plan. Numerous service connections on the top of Craig's Hill have pressures of less than 30 pounds per square inch (psi) under existing peak hour demand (PHD) conditions. Low pressures in this area also limit the available fire flow in the 1740 Zone and cause a significant portion of the Craig's Hill Reservoir volume to be unusable dead storage.

The project will create a new 1760 Zone by converting the 1740 Zone on Craig's Hill to the new zone by installing a booster pump station with a parallel high-pressure water main and closing isolation valves along the pressure zone boundary. City staff reviewed 40 statements of qualifications from firms listed in the Municipal Research and Service Center (MRSC) Consultant Roster under the pump station, water system and reservoir professional design categories. Two firms were interviewed. HLA was selected as the most qualified firm. The pump station and water system design for this project is complete with bid opening scheduled for November 9, 2023.

Previous Council Action:

November 7, 2022 Regular Council Meeting - Council authorized the City Manager's signature on the Craig's Hill Pressure Zone Improvements Agreement for Professional Services between the City of Ellensburg and HLA Engineering and Land Surveying, Inc.

September 16, 2019 Regular Council Meeting - Council authorized the City Manager to execute a Professional Services Agreement with RH2 Engineering in the amount of

\$349,803.00 to perform the 2020 Water System Plan Update and design of the Illinois Well Outfitting.

Analysis:

Pressure zone improvements at Craig's Hill in support of the new 1760 Zone will increase service water pressure, increase available fire flow, and increase available water storage volume in the Craig's Hill Reservoir.

HLA and their subcontractors have accomplished the following project objectives:

1. Provided design engineering services and prepared a bid-ready set of plans and specifications for the project.
2. Providing support for City staff as needed during project bidding.

Supplement #1 will perform the following:

1. Add design engineering scope needed for extra Department of Health permit review and early review of backup generator and switch submittals.
2. Add construction engineering scope per section 2.0 of the scope for the design agreement. This includes assistance in submittal review and addressing contractor requests for information.
3. Add electrical engineering and programming services per section 2.0 of the scope for the design agreement. This includes assistance in submittal review, addressing contractor requests for information, programming, and integration into the City's fiber network.

Financial Impact:

The total current cost of this Agreement is \$228,812.00 which is being funded by the Water utility.

The additional cost of \$128,450.00 for Supplement #1 is as follows:

1. \$22,000.00 for additional design engineering scope.
2. \$30,000.00 for construction engineering services.
3. \$76,450.00 for electrical engineering and programming services.

Additional costs will be funded by the 2021 Waterworks Bond proceeds. Additional expenditure authority is needed in the 2023/2024 Biennial Budget to accommodate these expenditures.

Budget Adjustment: Yes

Attachments:

1. Ellensburg Craig Hill Pressure Zone Supplement Agrmnt 1

Supplemental Agreement for Professional Services

Supplemental Agreement Number: 1	Organization and Address: HLA Engineering and Land Surveying, Inc. 2803 River Road Yakima, WA 98902
Original Agreement Number: 22183E	Execution Date of Supplement: October 23, 2023
City of Ellensburg Project Number: 2022-089	Completion Date of Supplement: Refer to EXHIBIT A
Project Title: CIP PZ1 Craig Hill Pressure Zone Improvements	Original Amount Payable: \$228,812.00 New Amount Payable: \$357,262.00

Reason for Supplemental Agreement

The City of Ellensburg (CITY) desires to supplement the AGREEMENT FOR PROFESSIONAL SERVICES entered into with HLA Engineering and Land Surveying, Inc. (HLA), and executed on November 7, 2022, identified as HLA Project No. 22183E, for the CIP PZ1 Craig Hill Pressure Zone Improvements project to add design and construction engineering, and electrical engineering and programming services. All provisions in the original Agreement remain in effect except as expressly modified by this supplement.

Scope of Services

The SCOPE OF WORK, TIME OF PERFORMANCE, and MAXIMUM COMPENSATION sections of the AGREEMENT FOR PROFESSIONAL SERVICES, HLA Project No. 22183E, shall be revised as shown in ATTACHMENT 1, EXHIBIT A, EXHIBIT B, and EXHIBIT C of this Supplement.

CONSULTANT:

By: Michael T. Battle, PE
Title: President



Signature

OCTOBER 23, 2023

Date

CITY OF ELLENSBURG:

By: Heidi Behrends Cerniwey
Title: City Manager

Signature

Date

ATTACHMENT 1

AGREEMENT FOR PROFESSIONAL SERVICES:

Revise the TIME OF PERFORMANCE and MAXIMUM COMPENSATION sections of AGREEMENT FOR PROFESSIONAL SERVICES No. 22183E 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"). The CONSULTANT scope of services shall include Design and Construction Engineering Services, and Electrical Programming Services for the amounts listed below in Section 5 MAXIMUM COMPENSATION.

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, 2024. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

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 \$357,262.00. The amount for Supplement No. 1 is \$128,450.00, and when added to the original estimated amount for Project No. 22183E of \$228,812.00, the total equals \$357,262.00. 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 updated hourly rate sheet is attached in 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.

For the amended services furnished by HLA as described under this work item, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties:

Design Engineering: All work for this task shall be performed on a time-spent basis for an additional fee of \$22,000.00.

Construction Engineering: All work for this task shall be performed on a time-spent basis for a fee of \$30,000.00.

Electrical Engineering and Programming Services: All work for this task shall be performed on a time-spent basis for a fee of \$76,450.00.

EXHIBIT A

SCOPE OF SERVICES

Revise by adding to the SCOPE OF SERVICES section of EXHIBIT A to the AGREEMENT FOR PROFESSIONAL SERVICES No. 22183E as follows:

1.0 Design Engineering:

- 1.31 Submit project report for new 1760 Pressure Zone Improvements to DOH for review and approval.
- 1.32 Address Department of Health (DOH) comments on draft project report.
- 1.33 Prepare detailed pump performance evaluation and system curve update per DOH comments.

2.0 Construction Engineering:

- 2.1 Attend preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies.
- 2.2 Furnish field survey crew necessary to set horizontal and vertical control for the improvements authorized for construction.
- 2.3 Attend up to six (6) periodic site visits and/or on-site construction meetings.
- 2.4 Review Contractor's submittals and shop drawings, where applicable.
- 2.5 Consult and advise the CITY during construction and make a final report of the completed work.
- 2.6 Assist with startup and commissioning of new booster pump station. Make up to two (2) site visits to observe and participate in booster pump station startup.
- 2.7 Perform final walk-through with the CITY and Contractor and prepare punch list.
- 2.8 Prepare and furnish reproducible record drawings of all completed work from as built drawings furnished by the CITY and Contractor.
- 2.9 Prepare and submit DOH construction completion report.

5.0 Electrical Engineering and Programming Services:

- 5.1 Review of electrical, and electrical portions of non-electrical, submittals and operation and maintenance (O&M) manuals.
- 5.2 Review daily electrical construction photographs and provide commentary where appropriate to aid in construction.
- 5.3 Participate in construction progress meetings.
- 5.4 Visit the site for construction progress observation at key junctures in the construction process.
- 5.5 This budget is based upon four (4) total site visits.
- 5.6 Participate in one shop test for the booster station control panel.

- 5.7 Prepare a punch list upon substantial completion and review completion of the punch list for project closeout.
- 5.8 Review electrical portions of pay requests.
- 5.9 Prepare electrical record drawings.
- 5.10 Program the Programmable Logic Controller (PLC) to execute a control narrative as provided by HLA.
- 5.11 Configure the control panel network switch to enable booster station local equipment communications, as well as communication with the CITY's Human Machine Interface (HMI) and master PLC over the CITY's fiber network.
- 5.12 Closely coordinate with CITY IT personnel.

EXHIBIT B

SCHEDULE FOR THE WORK

Revise the EXHIBIT B SCHEDULE FOR THE WORK section of AGREEMENT FOR PROFESSIONAL SERVICES No. 22183E as follows:

City of Ellensburg

CIP PZ1 – CRAIG HILL PRESSURE ZONE IMPROVEMENTS

HLA Project No. 22183E

It is anticipated the following schedule will be followed for the completion of the Project. The schedule may be modified as mutually agreed between the CITY and the Consultant:

Final Design Plans and Specifications	October 2023
Advertise for Bids	October 2023
Bid Opening	November 2023
Begin Construction Services	February 2024
Project Completion	November 2024

EXHIBIT C

SCHEDULE OF RATES FOR

HLA Engineering and Land Surveying, Inc.

Effective January 1, 2024, through December 31, 2024

Senior Principal Engineer	\$263.00 per hour
Licensed Principal Engineer	\$235.00 per hour
Licensed Principal Land Surveyor	\$235.00 per hour
Licensed Professional Engineer	\$212.00 per hour
Other Licensed Professional	\$212.00 per hour
Project Engineer II	\$194.00 per hour
Construction Supervisor	\$194.00 per hour
Licensed Professional Land Surveyor	\$191.00 per hour
Project Engineer I	\$174.00 per hour
Contract Administrator III	\$159.00 per hour
Senior Resident Engineer	\$159.00 per hour
Senior Planner	\$157.00 per hour
CAD Technician	\$153.00 per hour
Engineering Technician III	\$143.00 per hour
Planner	\$143.00 per hour
Resident Engineer	\$143.00 per hour
Surveyor	\$141.00 per hour
Surveyor on Two Man Crew	\$135.00 per hour
Contract Administrator II	\$133.00 per hour
Engineering Technician II	\$123.00 per hour
Surveyor on Three Man Crew	\$118.00 per hour
Contract Administrator I	\$102.00 per hour
Engineering Technician I	\$102.00 per hour
Administrative/Clerical	\$102.00 per hour
Vehicle Mileage	Federal Rate

Schedule of Rates may be adjusted during the term of this Agreement to the HLA Standard Hourly Rates in effect at the time.



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Community Thanksgiving Dinner Interagency Agreement
Between CWU and the City

Submitted by: Brad Case, Parks & Recreation Director

Department: Parks & Recreation

Suggested Motion/Action:

Move to authorize the Mayor to sign the interagency agreement between Central Washington University and the City regarding the Community Thanksgiving Dinner event scheduled for November 22, 2023.

Background/Summary:

For over 25 years, the Adult Activity Center has hosted the 'Community Thanksgiving Dinner', a free event for the entire community. The event is held at the Kittitas Valley Event Center the Wednesday before Thanksgiving. Typically, over 300 community members enjoy a free meal. Over the years, the City has partnered with a variety of local agencies, such as the FISH Foodbank, Kittitas School District, and Ellensburg Rotary to provide this program. This year, the Central Washington University Dining & Catering Services, in their continued efforts to support the CWU vision and mission to "foster high impact practices, sustainability, and community partnerships that are grounded in meaningful relationships while also partnering with community efforts", has agreed to partner and support the Adult Activity Center with the 2023 Community Thanksgiving Dinner.

Previous Council Action:

None

Analysis:

This agreement establishes the responsibilities associated with securing/purchasing the food, meal preparation, and delivery of the 2023 Community Thanksgiving Dinner.

Financial Impact:

The majority of the funding for this event comes from donations through the Ellensburg Rotary and local businesses, the balance of expenses are absorbed into the Adult Activity Center operating budget.

Budget Adjustment: No

Attachments:

1. City of Ellensburg Community Dinner-CWU Agreement

**INTERAGENCY AGREEMENT
BETWEEN
CENTRAL WASHINGTON UNIVERSITY
AND
THE CITY OF ELLENSBURG**

THIS AGREEMENT is made and entered into by and between Central Washington University, hereinafter referred to as "CWU" and the City of Ellensburg, hereinafter referred to as the "City", under RCW Chapter 39.34, Interlocal Cooperation Act.

THE PURPOSE OF THIS AGREEMENT IS for CWU to support the City's Community Thanksgiving Event ("Event"), for the City to recognize CWU for the support provided, and for CWU to provide dining staff to prepare menu items for the Event to be held at the Kittitas Valley Event Center Armory ("Facility") on Wednesday, November 22, 2023 from 3:00 PM to 6:00 PM PST. The Event aligns with CWU Dining & Catering Services continued efforts to support the CWU vision and Mission to "foster high impact practices, sustainability, and community partnerships that are grounded in meaningful relationships while also partnering with community efforts.

The Event has been sponsored by the City of Ellensburg, Ellensburg Rotary, and a variety of other partners for over 25 years. Over 300 people, community members of all ages, are expected to enjoy this free sit-down Thanksgiving holiday meal alongside friends and family.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The parties shall furnish, at no cost to the other party, the necessary personnel, equipment, materials, and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A", Statement of Work, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on November 22, 2023 and shall terminate upon the full performance of their mutual obligations hereunder.

INDEMNIFICATION

Each party to this Agreement shall be responsible for the acts or omissions of its own employees, officers, volunteers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other nor does neither party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended only by written agreement executed by both parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

FORCE MAJEURE

Notwithstanding any other provision of this Agreement, either party may cancel this Agreement without obligation or liability to the other party in the event that it becomes impossible or impracticable for that party to perform its obligations hereunder by reason of force majeure beyond that party's reasonable control, including but not limited to fire, flood, earthquake, pandemic, or other acts of God, war, invasion, hostilities, rebellion, insurrection, or prohibitory or injunctive orders of any competent judicial or other governmental authority, civil or military. In the event of such cancellation, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of cancelation.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

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

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

CONTRACT MANAGEMENT

The contact for each of the parties shall be responsible for all communications regarding the performance of this Agreement.

The contact for Central Washington University: Dean Masuccio, Director, Dining & Catering, Central Washington University, 400 E University Way, Ellensburg WA 98926, 509-963-1332 (Office), 206-380-5167 (Cell), Dean.Masuccio@cwu.edu .

The contact for the City of Ellensburg: Katelyn Clavette, the Coordinator of the City of Ellensburg Adult Activity Center, and Community Thanksgiving Dinner, 509-962-7242, clavettek@ci.ellensburg.wa.us.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No previous communications between the parties, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

Attachment A -Statement of Work

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth below.

CENTRAL WASHINGTON UNIVERSITY

CITY OF ELLENSBURG

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

ATTACHMENT A
Statement of Work

City of Ellensburg - Community Thanksgiving Event

The Parties Agree to the following:

- ***Mutual Obligations:***

- Ensure necessary items are sourced and made available to CWU for preparation.
- Coordinate food quantities to support meal preparation for all menu items necessary to serve over 300 people.
- CWU will not be required to purchase any product they are preparing, rather will receive directly from City of Ellensburg through their donation outreach.
- Ensure that all Washington State and Kittitas County Public Health Food Sanitation laws, rules, and regulations are met and followed and will obtain any permits and/or licenses required by the City and/or County.

- ***CWU obligations:***

- Partner with the City to coordinate the Event.
- Provide Dining/Catering staff to prepare menu items within CWU Dining kitchen space/s.
- Transport the prepared food to the Facility, set-up, and support guest services as a typical catering function, except CWU will not be required to purchase any goods, including but not limited to, ingredients, menu items, and/or utensils for the attendees to use in support of the Event. CWU Dining/Catering staff will prepare all food and will be present onsite to ensure portioning/plating of food is following all food safety requirements.
- Provide the kitchen equipment to keep hot prepared food at the proper temperature and the service wear for CWU Dining/Catering staff to use in the kitchen space(s) and on the buffet/service line at the Facility.
- Breakdown equipment and clean-up service line.
- Ensure that all CWU staff have valid Washington state food handlers' cards permitting their participation. CWU will not be providing volunteers for this event.
- CWU, an agency of the State of Washington, warrants that it is self-insured against liability claims in accordance with the risk management and tort claims statutes, including chapter 4.92 RCW and RCW 43.19.760 et seq. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for all tort liability claims against CWU and its officers, employees, and agents acting as such, and all such claims must be filed and processed as provided therein.

- ***City of Ellensburg obligations:***

- Provide CWU Dining with all of the necessary food and supplies in support of menu offered.

- Deliver all food and supplies to CWU, at minimum 1 week in advance of event and ensure transportation of product meets all food safety requirements. Delivery location will be mutually agreed upon by both parties.
- Ensure that food is held at the correct and safe temperature in appropriate hot or cold holding equipment during the Event.
- Provide volunteers to support the Event.
- Ensure that all City staff and any volunteers have valid Washington state food handlers' cards permitting their participation. Should any such staff members/volunteers not have valid food handlers' cards, a City staff member with a valid food handlers card will supervise the staff members/volunteers and will ensure that they are following required protocols, including but not limited to, not handling ready to eat food with bare hands, ensure proper usage of gloves, and proper hand washing, etc.
- Ensure that all food donations will be required to come from food providers approved by the City and CWU (i.e., grocery and/or industrial food production facilities).
- Ensure that no personal and/or household donated products would be permitted.
- Ensure the sourcing of food is restricted and meets food safety requirements when received by CWU.
- Ensure necessary tables, power, access to kitchen, supplies, utensils for attendees to eat at the Facility, kitchenware not provided by CWU and the like, etc. are made available onsite at the event held at the Kittitas Valley Event Center Armory, with permitted access to CWU.
- Provide CWU with advance preparation time to support the preparation of donated food items received, which will take place within CWU Dining kitchen space/s.
- Ensure that CWU has access to the Kittitas Valley Event Center Armory, including day of, and prior to date of event, and as needed for CWU Dining to set-up in advance and prepare for the event.
- Agrees to recognize CWU in all marketing/advertising materials as an event supporter.
- Agrees to obtain, at their own expense, and keep in force the following insurance coverage until completion of this Agreement. The coverage and limits of insurance shall not be less than follows: Commercial General Liability with coverage for foodborne illness of not less than: \$1,000,000 per occurrence and \$2,000,000 aggregate. The aforementioned insurance requirements of the City shall be fulfilled by the City's membership and coverage in WCIA, a self-insured municipal insurance pool, with evidence of such membership provided to the CWU Contracts Office, 400 E. University Way, Ellensburg, WA, 98926-7480 or faxed to 509-963-1623.

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

10/30/2023
DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **6th DAY OF NOVEMBER 2023**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE AB OVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts
Check #'s	163690	TO	163914	\$ 1,189,904.80
EFT #'s	6502	TO	6539	\$ 819,399.46
Treasure Cash				Total Amounts
EFT #'S	226		250	\$ 644,206.50
Payroll Fund				Total Amounts
Check #'s	96113	TO	96119	\$ 5,703.27
Direct Deposits	75723	TO	75971	\$ 461,680.34

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Public Hearing (Legislative) for Proposed 2024 Property Tax Levy Ordinance 4931 (first reading) (Public Comment Opportunity)

Submitted by: Jerica Pascoe, Finance Director

Department: Finance

Suggested Motion/Action:

Move to conduct first reading of Ordinance 4931 establishing the Ad Valorem Property Tax Levy for 2024.

Background/Summary:

Proposed Ordinance 4931 reflects the 2024 levy for property taxes to be collected in 2024 for municipal purposes. The ordinance establishes the 2024 regular property tax levy and certifies the 2024 property tax levy to the Kittitas County Commissioners.

RCW 84.55.005 limits the increase in property taxes to the lower of one percent over the prior year levy rate or the Implicit Price Deflator (IPD). The IPD inflation rate for setting 2024 property tax was 3.86%; therefore, the City is limited to 101% of last year's levy amount.

Tax revenue funds are approximately 60% of the General Fund budget, of which property tax alone accounts for 15.6%. Because Council has very limited control over revenue/funding sources that support general government activities, without increases in General Fund revenues such as property tax, the City cannot fund the necessary overhead increases without further reducing fund balance. In order for delivery of service to remain consistent from year to year, funding of these services must also remain consistent and thus rise as expenses rise.

This increase in IPD does reflect the overall rate of inflation that we are seeing locally. For example, EMS services are scheduled to increase \$11,889 (11%) over the 2023 actual cost, and utility costs for general fund supported buildings are expected to exceed 4% for electric, 5% for water, and 9% for wastewater. The anticipated consumption charges for natural gas are expected to exceed a 130% increase over 2023 charges. Labor costs are anticipated to increase, including open negotiations with Teamsters and IBEW agreements, a floor of 2.5% increase for OPEIU employees, and a 3.43% increase in minimum wage, which are just a few of the anticipated General Fund increases in 2024.

Previous Council Action:

Council held a public hearing on 2024 revenue sources, including property tax, on October 2, 2023.

Analysis:

Property tax collections for the City of Ellensburg are estimated to be \$3,596,777.82, equaling the highest lawful levy limit for this tax year. This is an increase of \$83,789.86 over the 2023 levy. This increase reflects a one percent (1.00%) increase of \$35,129.88, an increase of \$47,881.31 attributed to new construction, improvements, wind turbines, solar, biomass, and geothermal facilities, \$0 for an increase in the value of state-assessed property, and an increase of \$778.67 from annexations. These numbers may change slightly as updated numbers come in from the county.

Financial Impact:

Adoption of the Ordinance at 1.00% will increase the property tax revenue by \$35,129.88. The proposed 2024 budget includes the 1.00% increase.

Budget Adjustment: No

Attachments:

1. Ordinance 4931 - 2024 Property Tax Levy

ORDINANCE NO. 4931

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, LEVYING PROPERTY TAXES FOR THE CITY OF ELLENSBURG FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2024, ON ALL PROPERTY IN SAID CITY WHICH IS SUBJECT TO TAXATION FOR THE PURPOSE OF PAYING SUFFICIENT REVENUE TO CARRY ON GENERAL OPERATIONS, RECOGNIZE VOTER APPROVED LEVIES AND PAY DEBT SERVICE OBLIGATIONS OF SAID CITY AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Ellensburg adopted Ordinance 4592 in 2011 establishing a two-year fiscal biennial budget process as provided in Chapter 35A.34 RCW; and

WHEREAS, the City Council of the City of Ellensburg held a public hearing on October 2, 2023 to consider proposed 2024 revenue sources, including property taxes; and

WHEREAS, the City Council of the City of Ellensburg has met and considered its budget for 2023-2024 biennial budget pursuant to RCW 84.55.120; and

WHEREAS, pursuant to RCW 84.55.120, the City Council of the City of Ellensburg held a duly advertised public hearing on November 6, 2023, to consider possible increases in property tax revenue for the calendar year 2024; and

WHEREAS, the City's actual levy amount from previous year was \$3,512,987.96; and

WHEREAS, the population of the city is more than 10,000,

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

Section 1. General Tax Levy for 2023. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2024 tax year. The dollar amount of the increase over the actual levy amount from previous year shall be \$35,129.88, which is a percentage increase of 1% from previous year as authorized by RCW 84.55.005. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of the state assessed property, any annexations that have occurred and refunds made.

Section 2. Majority Approval. This ordinance was passed by a majority of the entire Council.

Section 3. Transmittal to Auditor. A certified copy of this Ordinance shall be transmitted to the Kittitas County Assessor's Office and to the Clerk of the Kittitas County Commissioners, and such other governmental agencies as provided by law.

Section 4. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) of this ordinance.

Section 5. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 6. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of the ordinance or a summary thereof consisting of the title.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 20th day of November, 2023.

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. 4931 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No 4931. was published as required by law.

BETH LEADER



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4928 (second reading) - Natural Gas Rate Adjustment to Comply with Washington State's Carbon Reduction and Greenhouse Gas Emissions, Cap and Invest Program (Public Comment Opportunity)

Submitted by: Buddy Stanavich , Energy Resources Manager

Department: Public Works & Utilities

Suggested Motion/Action:

Move to conduct second reading of Ordinance 4928 with amendments suggested by staff, as presented, adopting the rate adjustments necessary to comply with the State's Carbon Reduction and Greenhouse Gas Emissions, Cap and Invest program, and approve necessary budget adjustments.

Background/Summary:

Based on Council's discussion during first reading and to minimize any future potential oversight in those rate classes covered by individual contracts, staff added the Non-Legacy GHG Emissions Cap and Invest adjustment to the Interruptible Industrial (G-220) rate class and the Legacy GHG Emissions Cap and Invest adjustment to the Institutional Service (G-300).

In 2021, the Washington State Legislature passed a Greenhouse Gas Emissions Cap and Invest Program (Cap and Invest Program) otherwise known as the Climate Commitment Act (CCA) as prescribed in Chapter 70A.65 Revised Code of Washington (RCW) and administered by the State Department of Ecology. The CCA establishes a comprehensive, market-based program to reduce carbon pollution and achieve the greenhouse gas limits set in state law. The CCA went into effect January 2023, and Ecology has so far held four auctions this year in which the gas utility participated in the purchase/sale of greenhouse gas/carbon allowances.

To ensure the City of Ellensburg maintains compliance with the CCA and new rules adopted by the State Department of Ecology, FCS Group was retained to complete an analysis and update the Natural Gas Rate model to determine the necessary adjustment to natural gas rates in order to recover the costs from the implementation of the Washington State Cap and Invest Program.

The City of Ellensburg operates a small municipally owned natural gas utility. Staff have kept the utility in compliance with this new law. The City utility is a small "not-for-profit" utility and maintaining adequate cash reserves and cash flow while making significant cash investments in carbon allowances requires rate adjustments.

The City has been successful in acquiring current (2023) allowances and advance (2026) allowances.

The Utility Advisory Committee considered rate proposals at their July 20, 2023 meeting. However, upon further legal review, staff believe it is necessary to create Legacy and Non-Legacy rate classes (defined below), as well as lessen the impact on low-income customers.

The logistics involved in the addition of these new rate classes while the City's new utility billing system implementation is underway has presented challenges. To mitigate this, staff propose the rate adjustments take effect on January 1, 2024.

Previous Council Action:

Council adopted Ordinance 4913 - Cap & Invest Carbon Purchase Authority to comply with the laws, rules, and regulations pertaining to chapters 173-446 WAC and 70A.65 RCW.

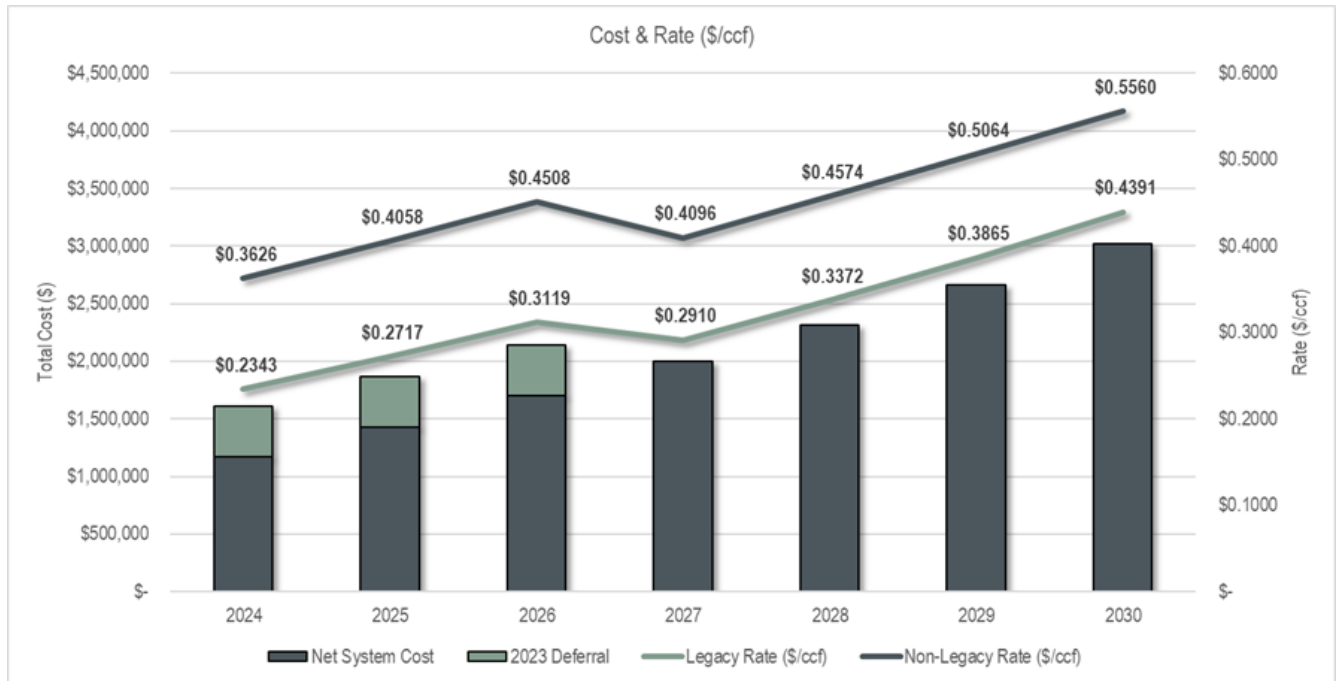
At the July 20, 2023, Utility Advisory Committee (UAC) meeting, the FCS Group presented their analysis and the recommended natural gas rate increase necessary to recover the costs associated with the purchase of greenhouse gas/carbon allowances.

At its October 16, 2023 meeting, City Council moved to conduct first reading of Ordinance 4928 adopting the rate adjustments necessary to comply with the State's Carbon Reduction and Greenhouse Gas Emissions, Cap and Invest program, and approve necessary budget adjustments.

Analysis:

Rate Recommendation effective January 1, 2024:

- *Set rates annually based on anticipated auction needs and costs.*
- *Rates are effective in January of each year.*
- *Legacy rate applies to those locations with service established prior to July 25, 2021.*
- *Legacy rates include a credit from a portion of the sale of no-cost allowances.*
- *Low-Income Senior Citizen/Low-Income Disabled Citizen and non-profit customers (meeting the City's current definition) are exempt from the Greenhouse Gas Emissions, Cap and Invest program rate adjustment. By city code, those rates are published separately on the City's website.*
- *Staff included an amendment to Section E and F of the original ordinance (first reading), adding the Non-Legacy GHG Emissions Cap and Invest adjustment to the Interruptible Industrial (G-220) rate class and the Legacy GHG Emissions Cap and Invest adjustment to the Institutional Service (G-300). The amendment was based on the Council's discussion during first reading and to minimize any future potential oversight in those rate classes covered by individual contracts.*



Residential Bill Impacts

Monthly Bill	Existing	2023	2024	2025	Proposed - Legacy Customers					
					2026	2027	2028	2029	2030	
Customer Charge	\$ 18.44	\$ 18.44	\$ 19.50	\$ 20.14	\$ 20.74	\$ 21.36	\$ 22.00	\$ 22.66	\$ 23.34	
Distribution Charge										
Consumption Charge	67.91	67.91	71.83	74.16	76.39	78.68	81.04	83.47	85.97	
Purchase Gas Cost Adjustment	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	
CCA Compliance Adjustment	-	-	25.78	29.89	34.30	32.01	37.09	42.52	48.31	
Total	\$ 152.36	\$ 152.36	\$ 183.11	\$ 190.18	\$ 197.43	\$ 198.05	\$ 206.13	\$ 214.65	\$ 223.62	
\$ Cumulative Monthly Change		-	30.76	37.83	45.08	45.70	53.78	62.29	71.27	

Monthly Bill	Existing	2023	2024	2025	Proposed - Non-Legacy Customers					
					2026	2027	2028	2029	2030	
Customer Charge	\$ 18.44	\$ 18.44	\$ 19.50	\$ 20.14	\$ 20.74	\$ 21.36	\$ 22.00	\$ 22.66	\$ 23.34	
Distribution Charge										
Consumption Charge	67.91	67.91	71.83	74.16	76.39	78.68	81.04	83.47	85.97	
Purchase Gas Cost Adjustment	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	
CCA Compliance Adjustment	-	-	39.88	44.64	49.58	45.05	50.32	55.70	61.16	
Total	\$ 152.36	\$ 152.36	\$ 197.22	\$ 204.94	\$ 212.71	\$ 211.09	\$ 219.36	\$ 227.83	\$ 236.48	
\$ Cumulative Monthly Change		-	44.86	52.58	60.36	58.74	67.00	75.48	84.12	

Notes: Bill based on a residential customer using 110 ccf in a 30 day month

2024 & 2025 customer charge and consumption charge based on adopted rates

Purchase gas cost adjustment varies by month. Amount shown is for illustrative purposes only

Split distribution charge for presentation purposes only. Actual charge is the sum of the three components

Commercial Bill Impacts

Monthly Bill	Existing	Proposed - Legacy Customers							
		2023	2024	2025	2026	2027	2028	2029	2030
Customer Charge	\$ 18.39	\$ 18.39	\$ 19.54	\$ 20.27	\$ 20.88	\$ 21.51	\$ 22.15	\$ 22.82	\$ 23.50
Distribution Charge									
Consumption Charge	89.32	89.32	94.91	98.47	101.42	104.47	107.60	110.83	114.15
Purchase Gas Cost Adjustment	162.00	162.00	162.00	162.00	162.00	162.00	162.00	162.00	162.00
CCA Compliance Adjustment	-	-	63.27	73.36	84.20	78.57	91.04	104.36	118.57
Total	\$ 269.71	\$ 269.71	\$ 339.72	\$ 354.10	\$ 368.50	\$ 366.55	\$ 382.79	\$ 400.00	\$ 418.22
\$ Cumulative Monthly Change		-	70.01	84.39	98.80	96.84	113.08	130.29	148.51

Monthly Bill	Existing	Proposed - Non-Legacy Customers							
		2023	2024	2025	2026	2027	2028	2029	2030
Customer Charge	\$ 18.39	\$ 18.39	\$ 19.54	\$ 20.27	\$ 20.88	\$ 21.51	\$ 22.15	\$ 22.82	\$ 23.50
Distribution Charge									
Consumption Charge	89.32	89.32	94.91	98.47	101.42	104.47	107.60	110.83	114.15
Purchase Gas Cost Adjustment	162.00	162.00	162.00	162.00	162.00	162.00	162.00	162.00	162.00
CCA Compliance Adjustment	-	-	97.89	109.57	121.71	110.58	123.51	136.72	150.12
Total	\$ 269.71	\$ 269.71	\$ 374.34	\$ 390.31	\$ 406.01	\$ 398.55	\$ 415.26	\$ 432.36	\$ 449.77
\$ Cumulative Monthly Change		-	104.63	120.60	136.30	128.85	145.55	162.65	180.07

Notes: Bill based on an average commercial customer using 270 ccf in a 30 day month & under 275 cu ft meter

2024 & 2025 customer charge and consumption charge based on adopted rates

Purchase gas cost adjustment varies by month. Amount shown is for illustrative purposes only

Split distribution charge for presentation purposes only. Actual charge is the sum of the three components

Financial Impact:

Forecasted 2023 CCA compliance expenses are estimated to be \$2,000,000. The 2023 deferred cost recovery is phased-in from 2024 through 2026. The January 2024 rate impact includes 2023 and estimated 2024 forecasted costs. This rate study continues to work to enhance financial outlooks extending out several years as a tool to better manage the financial needs of the Natural Gas utility.

Budget Adjustment: Yes

Attachments:

1. Ordinance 4928 (second reading)- Gas Utility Rates

ORDINANCE NO. 4928

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO GAS UTILITY RATES AND AMENDING SECTION 9.91.200 OF THE ELLENSBURG CITY CODE.

WHEREAS, in 2021, the Washington Legislature passed Senate Bill 5126, the Climate Commitment Act (“CCA”), codified at RCW 70A.65.200; and

WHEREAS, the CCA establishes a cap-and-invest, market-based program (“Cap and Invest Program”) to reduce carbon pollution and achieve the greenhouse gas limits set in state law, which applies to both private and public utilities, including the City of Ellensburg’s electric and natural gas utilities; and

WHEREAS, the Cap and Invest Program sets a limit on overall carbon emissions in the state and requires energy utilities to obtain allowances equal to their covered greenhouse gas emissions; and

WHEREAS, allowances can be purchased through quarterly auctions hosted by the Washington State Department of Ecology, or bought and sold on a secondary market; and

WHEREAS, the City of Ellensburg’s forecasted 2023 expenses from the purchase of greenhouse gas/carbon allowances are estimated to be \$2,000,000; and

WHEREAS, the City of Ellensburg will receive No-Cost Allowances from the Department of Ecology and is required to consign a portion for sale at auction; and

WHEREAS, the CCA imposes restrictions on how the City of Ellensburg may use the revenue generated from the sale of no cost allowances; and

WHEREAS, the City of Ellensburg must establish legacy and non-legacy rate classes to implement the Greenhouse Gas (GHG) Emissions Cap and Invest adjustment; and

WHEREAS, the City of Ellensburg’s electric and natural gas utilities are enterprise accounts that operate as non-profit consumer-owned utilities that must recover costs through rates charged to their customers, the ratepayers;

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

Section 1. Section 9.91.200 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4897, is hereby amended to read as follows:

9.91.200 Gas utility rate schedules.

A. Residential G-100.

1. Availability. This rate schedule is available within the service area of the gas utility to single-family dwellings and multiple-family dwellings through a separate meter for each living unit. This rate schedule is not available for gas resale purposes, or where any part of the use is for purposes other than above stated.
2. Character of Service. Service shall be through a single meter at a single point of delivery. Multiple meters used for delivery to the same customer shall not be combined for billing purposes.
3. Rate. The rate shall be composed of a consumption charge plus a daily customer charge computed as follows for each meter servicing the premises:

Effective ~~4/1/2023~~ 1/1/2024

Legacy Customers (service locations established on or before 7/25/2021):

Effective Date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption Charge:	All Ccf at \$0.5794 per Ccf plus the purchased gas cost adjustment	All Ccf at \$0.6174 per Ccf plus the purchased gas cost adjustment	All Ccf at \$0.6530 per Ccf plus the purchased gas cost adjustment <u>Plus \$0.2343 per Ccf, GHG Emissions Cap and Invest adjustment</u> <u>Plus, purchased gas cost adjustment per Ccf</u>	All Ccf at \$0.6742 per Ccf plus the purchased gas cost adjustment <u>Plus \$0.2717 per Ccf, GHG Emissions Cap and Invest adjustment</u> <u>Plus, purchased gas cost adjustment per Ccf</u>
Customer Charge:	\$0.5769 per day	\$0.6147 per day	\$0.6501 per day	\$0.6712 per day

Non-Legacy Customers (service locations established after 7/25/2021):

<u>Effective Date</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
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<u>Consumption</u>	<u>All Ccf at \$0.5794</u>	<u>All Ccf at \$0.6174</u>	<u>All Ccf at \$0.6530</u>	<u>All Ccf at \$0.6742</u>
<u>Charge:</u>	<u>per Ccf plus the</u>	<u>per Ccf plus the</u>	<u>per Ccf</u>	<u>per Ccf</u>
	<u>purchased gas cost</u>	<u>purchased gas cost</u>		
	<u>adjustment</u>	<u>adjustment</u>		
			<u>Plus \$0.3626 per</u>	<u>Plus \$0.4058 per</u>
			<u>Ccf, GHG</u>	<u>Ccf, GHG</u>
			<u>Emissions Cap and</u>	<u>Emissions Cap and</u>
			<u>Invest adjustment</u>	<u>Invest adjustment</u>
			<u>Plus, purchased</u>	<u>Plus, purchased</u>
			<u>gas cost adjustment</u>	<u>gas cost adjustment</u>
			<u>per Ccf</u>	<u>per Ccf</u>
<u>Customer</u>	<u>\$0.5769 per day</u>	<u>\$0.6147 per day</u>	<u>\$0.6501 per day</u>	<u>\$0.6712 per day</u>
<u>Charge:</u>				

B. Low-Income Senior Citizen/Low-Income Disabled Citizen G-130.

1. Availability. This rate is available for residential service to individuals who meet the definition of low-income senior citizen or low-income disabled citizen, who do not reside in federally subsidized housing and who agree to participate in energy conservation programs that are available at no charge. The rates established by this section will be published by the public works and utilities department on the city's website, and be made available from the city's finance department.

Failure to participate in an available energy conservation program after receipt of a utility discount shall constitute a basis for denial by the city of continued participation in the utility discount program until such conservation measures are installed. The customer may submit a written request, on a form provided by the city, identifying the reasons they should be exempt from participation in available conservation programs, which request is subject to approval or denial by the public works and utilities director.

2. Character of Service. Service shall be through a single meter at a single point of delivery. Multiple meters used for delivery to the same customer shall not be combined for billing purposes.

C. Commercial and Industrial G-200.

1. Availability. This rate schedule is available to commercial, small volume industrial and municipal customers for all purposes except for resale. Commercial and small

industrial users shall either possess a current city business license or present proof of engaging in commercial or industrial activity.

2. Character of Service. Service shall be through a single meter at a single point of delivery. Multiple meters used for delivery to the same customer shall not be combined for billing purposes.

D. Rate. The rate shall be composed of a consumption charge plus a daily customer charge based on meter size and computed as follows for each meter servicing the premises:

Legacy Customers (service locations established on or before 7/25/2021):

Effective Date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption Charge:	All Ccf at \$0.3113 per Ccf plus the purchased gas cost adjustment	All Ccf at \$0.3308-per Ccf plus the purchased gas cost adjustment	All Ccf at \$0.3515 per Ccf plus the purchased gas cost adjustment <u>Plus \$0.2343 per Ccf, GHG Emissions Cap and Invest adjustment</u>	All Ccf at \$0.3647 per Ccf plus the purchased gas cost adjustment <u>Plus \$0.2717 per Ccf, GHG Emissions Cap and Invest adjustment</u>
			<u>Plus, purchased gas cost adjustment per Ccf</u>	<u>Plus, purchased gas cost adjustment per Ccf</u>

Non-Legacy Customers (service locations established after 7/25/2021):

<u>Effective Date</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
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<u>Consumption</u>	<u>All Ccf at \$0.3113</u>	<u>All Ccf at \$0.3308</u>	<u>All Ccf at \$0.3515</u>	<u>All Ccf at \$0.3647</u>
<u>Charge:</u>	<u>per Ccf plus the</u>	<u>per Ccf plus the</u>	<u>per Ccf</u>	<u>per Ccf</u>
	<u>purchased gas cost</u>	<u>purchased gas cost</u>		
	<u>adjustment</u>	<u>adjustment</u>		
			<u>Plus \$0.3626 per</u>	<u>Plus \$0.4058 per</u>
			<u>Ccf, GHG</u>	<u>Ccf, GHG</u>
			<u>Emissions Cap and</u>	<u>Emissions Cap and</u>
			<u>Invest adjustment</u>	<u>Invest adjustment</u>
			<u>Plus, purchased gas</u>	<u>Plus, purchased gas</u>
			<u>cost adjustment per</u>	<u>cost adjustment per</u>
			<u>Ccf</u>	<u>Ccf</u>
Customer	275 cu. ft. and less	\$0.5769 \$0.6130	\$0.6513 per day	\$0.6757 per day
Charge:		per day per day		
	415/425 cu. ft.	\$0.6914 \$0.7346	\$0.7805 per day	\$0.8098 per day
		per day per day		
	750/800 cu. ft.	\$1.3820 \$1.4684	\$1.5602 per day	\$1.6188 per day
		per day per day		
	1,000 cu. ft. and higher	\$2.7658 \$2.9387	\$3.1224 per day	\$3.2396 per day
		per day per day		

E. Interruptible Industrial G-220.

1. Availability. Service of natural gas by the city is available to industrial customers whose requirements are estimated to exceed 100,000 therms per year and who have adequate standby facilities which are alternately fueled to accept curtailment of their natural gas supply under this schedule. The city will provide natural gas under this schedule; provided, that:

- a. Adequate gas volumes for such service are available;
- b. Adequate capacity exists in the city's distribution system; and

c. The customer has executed a long-term interruptible natural gas service agreement with the city for service under this schedule.

2. Character of Service. This service applies to customers who would otherwise use propane and who have installed standby capacity to use propane in equipment listed in their service agreement. All service rendered under this rate is to be supplied at one point of delivery and single metered and billed.

Service rendered under this schedule shall be subject to curtailment by the city when in the city manager's or his designee's sole judgment such curtailment is necessary or such interruption or curtailment has been requested of the city by its supplier(s). Service under this schedule shall have a lower priority than service under any other gas utility rate schedule offered by the city including schedule G-300. The city shall not be liable in damages for or on account of any curtailment of service.

3. Rate. The rates under this rate schedule will be covered by individual contract between the city and the customer and shall include the Non-Legacy GHG Emissions Cap and Invest adjustment.

Effective Date

1/1/2024

1/1/2025

Plus \$0.3626 per Ccf, GHG
Emissions Cap and Invest
adjustment.

Plus \$0.4058 per Ccf, GHG
Emissions Cap and Invest
adjustment

4. Restrictions. In no event shall the city sell natural gas to the customer at a price less than the city's wholesale price plus the GHG Emissions Cap and Invest adjustment, and any taxes based on gross revenues.

F. Institutional Service G-300.

1. Availability. This rate schedule is available to institutional natural gas customers whose requirements are estimated to exceed 900,000 therms per year and who have adequate standby facilities to accept curtailment of their natural gas supply under this schedule. The city will provide natural gas under this schedule; provided, that the customer has executed a long-term natural gas service agreement with the city for service under this schedule.

2. Character of Service. Service shall be through a single meter at a single point of delivery. Service is subject to interruption or curtailment at such times when, in the public works and utilities director's judgment, such interruption or curtailment is

necessary to preserve the integrity of the city's system or the city has been requested to interrupt or curtail load by its supplier(s). The public works and utilities director shall consult with the city manager prior to any interruption or curtailment if circumstances allow. The city shall not be liable for damages for, or on account of, any curtailment of service. The customer may also choose to interrupt or curtail service as provided for in the service agreement.

3. Rate. The rates under this rate schedule will be covered by individual contract between the city and the customer and shall include the Legacy GHG Emissions Cap and Invest adjustment.

<u>Effective Date</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
	<u>Plus \$0.2343 per Ccf, GHG Emissions Cap and Invest adjustment</u>	<u>Plus \$0.2717 per Ccf, GHG Emissions Cap and Invest adjustment</u>

G. Municipal G-400.

1. Availability. This rate schedule is available to the city for use at all municipal buildings.
2. Character of Service. Service shall be through a single meter at a single point of delivery.
3. Rate. The rate shall be composed of a consumption charge plus a daily customer charge computed as follows for each meter servicing the premises:

Legacy Customers (service locations established on or before 7/25/2021):

Effective Date	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Consumption Charge:	All Ccf at \$0.2701 per Ccf plus the purchased gas cost adjustment	All Ccf at \$0.2870 per Ccf plus the purchased gas cost adjustment	All Ccf at \$0.3049 per Ccf plus the purchased gas cost <u>plus the purchased gas cost adjustment</u>	All Ccf at \$0.3163 per Ccf plus the purchased gas cost <u>plus the purchased gas cost adjustment</u>
			<u>Plus \$0.2343 per Ccf, GHG</u>	<u>Plus \$0.2717 per Ccf, GHG</u>

<u>Emissions</u> <u>Cap and</u> <u>Invest</u> <u>adjustment</u>	<u>Emissions</u> <u>Cap and</u> <u>Invest</u> <u>adjustment</u>
<u>Plus,</u> <u>purchased gas</u> <u>cost</u> <u>adjustment</u> <u>per Ccf</u>	<u>Plus,</u> <u>purchased gas</u> <u>cost</u> <u>adjustment</u> <u>per Ccf</u>

Non-Legacy Customers (service locations established after 7/25/2021):

<u>Effective Date</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
<u>Consumption</u> <u>Charge:</u>	<u>All Ccf at \$0.2701 per Ccf plus</u> <u>the purchased gas cost</u> <u>adjustment</u>	<u>All Ccf at</u> <u>\$0.2870 per</u> <u>Ccf plus the</u> <u>purchased gas</u> <u>cost</u> <u>adjustment</u>	<u>All Ccf at</u> <u>\$0.3049 per</u> <u>Ccf</u>	<u>All Ccf at</u> <u>\$0.3163 per</u> <u>Ccf</u>
			<u>Plus \$0.3626</u> <u>per Ccf, GHG</u> <u>Emissions</u> <u>Cap and</u> <u>Invest</u> <u>adjustment</u>	<u>Plus \$0.4058</u> <u>per Ccf, GHG</u> <u>Emissions</u> <u>Cap and</u> <u>Invest</u> <u>adjustment</u>
			<u>Plus,</u> <u>purchased gas</u> <u>cost</u> <u>adjustment</u> <u>per Ccf</u>	<u>Plus,</u> <u>purchased gas</u> <u>cost</u> <u>adjustment</u> <u>per Ccf</u>

Customer Charge:	275 cu. ft. and less	\$0.5769 per day	\$0.6130 per day	\$0.6513 per day	\$0.6757 per day
	415/425 cu. ft.	\$0.9394 per day	\$0.9981 per day	\$1.0605 per day	\$1.1003 per day
	750/800 cu. ft.	\$1.8774 per day	\$1.9947 per day	\$2.1194 per day	\$2.1990 per day
	1,000 cu. ft. and higher	\$3.7562 per day	\$3.9910 per day	\$4.2405 per day	\$4.3997 per day

H. Nonprofit Agency Serving the Disadvantaged G-700.

1. **Availability.** This rate schedule is available to nonprofit agencies serving the disadvantaged. The rates established by this section will be published by the public works and utilities department on the city's website, and be made available from the city's finance department.

2. **Character of Service.** Service shall be through a single meter at a single point of delivery. Multiple meters used for delivery to the same customer shall not be combined for billing purposes. [Ord. 4897 § 2, 2022; Ord. 4844 § 7, 2019; Ord. 4817 § 1, 2018; Ord. 4804 § 2, 2018; Ord. 4684 § 8, 2014; Ord. 4639 § 3, 2013; Ord. 4555 § 8, 2009; Ord. 4503 § 2, 2007.]

Section 2. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) of this ordinance.

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

Section 4. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 6th day of November, 2023.

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. 4928 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4928 was published as required by law.

BETH LEADER



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4929 (second reading) - 2023 Land Development Code Amendments (Public Comment Opportunity)
Submitted by: Jeremy Johnston, Planning Manager
Department: Community Development

Suggested Motion/Action:

Move to conduct second reading of Ordinance 4929, with amendments suggested by staff, as presented, adopting proposed 2023 Land Development Code Amendments

Background/Summary:

The proposed ordinance will update various code sections within Title 15 of the Ellensburg City Code (ECC). The proposals include five amendments submitted by citizens and Community Development staff.

Land Development Code (LDC) amendments follow a Type V process outlined in ECC 15.250.100. Community Development initiated this process with a SEPA determination and 60-day Notice to Commerce. The SEPA DNS was issued along with the Notice to Commerce on August 29, 2023. No SEPA appeals were filed and the Notice to Commerce concluded on October 28, 2023.

Previous Council Action:

On October 16, 2023, the City Council approved the proposed Land Development Code Amendments as presented and conducted the first reading of Ordinance 4929.

Analysis:

On September 28, 2023 the Planning Commission held a Public Hearing to consider the proposed amendments. The Planning Commission provided recommendations to City Council for each item. Following the Planning Commission Public Hearing, four items were removed from the docket list. Item 23-01 was remanded to staff by the Planning Commission. The applicant withdrew the application to place it on another upcoming LDC cycle. Item 23-04 and 23-06 were removed to be brought forward under different Ordinances, and Item 23-08 was removed due to the need for further legal review.

Items 23-02, 23-03, 23-05, 23-07, and 23-09 were presented to City Council at a public hearing during their regular meeting held on October 16, 2023. The City Council voted to approve all proposed amendments as presented with an understanding that the City Attorney would review a section of the proposed changes to Item 23-09, specifically ECC 15.410.040(B)(1), which was added just before the meeting. The added language would restrict the proposed departure options for local access street design to preliminary plats

established prior to the adoption date of Ordinance 4929. The City Attorney reviewed this language and it has been included in the final draft of Ordinance 4929.

Financial Impact:

None

Budget Adjustment: No

Attachments:

1. Ordinance 4929 Second Reading

ORDINANCE NO. 4929

AN ORDINANCE RELATING TO THE CITY OF ELLENSBURG LAND DEVELOPMENT CODE, TITLE 15; AMENDING CHAPTER 15.260 “SUBDIVISIONS”; AMENDING CHAPTER 15.310 “PERMITTED USES”; AMENDING CHAPTER 15.220 “PERMIT REVIEW PROCEDURES”, AMENDING CHAPTER 15.540 “HOUSNG TYPE STANDARDS”, AMENDING CHAPTER 15.250 “REVIEW AND DECISION CRITERIA FOR CERTAN PERMITS”, AMENDING CHAPTER 15.550 “OFF-STREET PARKING”, AMENDING CHAPTER 15.210 “PERMIT REVIEW PROCESS TYPES”, AMENDING CHAPTER 15.340 “INDEX OF SUPPLEMENTAL USE CRITERIA”, AND AMENDING CHAPTER 15.410 “STREETSCAPE DESIGN”.

WHEREAS, the current Ellensburg Comprehensive Plan was initially adopted on December 18, 2017, and last updated through an annual docket cycle on February 21, 2023, and the Comprehensive Plan Zoning Map was last updated by annexation approvals on August 7, 2023; and

WHEREAS, following adoption of the Comprehensive Plan update in December 2017, City of Ellensburg staff worked to evaluate the City’s development regulations and zoning districts to ensure consistency with the requirements of Chapter 36.70A RCW and the City of Ellensburg Comprehensive Plan; and

WHEREAS, multiple requests to amend Title 15 of the Ellensburg City Code (“ECC”), the Land Development Code, have been received by Community Development; and

WHEREAS, a staff review of Title 15 of the ECC, the Land Development Code, has identified additional code sections that need to be updated to provide clarity and consistency; and

WHEREAS, proposed amendments to the Ellensburg City Code were issued a State Environmental Policy Act (“SEPA”) Determination of Non-Significance on August 29, 2023; and

WHEREAS, pursuant to RCW 36.70A.106, notice of the City’s intent to amend the Land Development Code was sent to the Washington State Department of Commerce on August 29, 2023; and

WHEREAS, the required Washington State Department of Commerce 60-day notice period concludes on October 28, 2023; and

WHEREAS, the proposed Land Development Code amendments were reviewed by the Planning Commission in a public hearing on September 28, 2023, and based on testimony and other evidence received at said hearing, the Planning Commission recommended City Council adoption of the amendments included herein; and

WHEREAS, the City Council held a duly noticed public hearing on the matter of adopting the proposed 2023 Land Development Code amendments at a regular meeting on October 16,

2023, and approved the proposed amendments;

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

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

Section 2. Section 15.260.120 of the Ellensburg City Code, as last amended by Ordinance 4807, is hereby amended to read as follows:

15.260.120 Short subdivision plat (sometimes referred to as short plats) – Review procedures and criteria.

A. Procedures. Short subdivisions are divisions that create nine or fewer lots and are sometimes referred to as short plats. Short subdivision applications are subject to the Type II review process as set forth in Chapter 15.210 ECC, with exceptions provided herein.

B. Application Contents. Applications for a preliminary short subdivision shall contain all of the items required for a preliminary subdivision in ECC 15.260.060(B) except as follows: no SEPA checklist is required unless the proposed short subdivision is determined to not be exempt from SEPA review.

C. Referral to City Departments and Other Agencies for Comments. The community development department shall distribute one copy of the preliminary short subdivision application to the public works department and utilities department, building department, fire marshal, and any public agency that may be affected by the proposed preliminary subdivision.

Whenever the property proposed to be subdivided is located within one-half mile of the corporate limits of the unincorporated county, a copy of the proposed preliminary short subdivision application shall be distributed to the respective jurisdiction.

Comments may be submitted for 14 calendar days after the date of issuance of the notice of application.

D. Decision Criteria. The director may approve, approve with conditions, or deny a short subdivision application based on conformance with the following decision criteria:

1. Conformance with applicable provisions of the LDC, including the building setback and intensity standards in Chapter 15.320 ECC, the streetscape design standards in Chapter 15.410 ECC, the subdivision design standards in Chapter 15.420 ECC, the project design standards in Division V, the public works development standards, and applicable critical areas standards set forth in Division VI;

2. Integration of Specific Provisions. Short subdivisions shall integrate appropriate provisions for the public health, safety and general welfare and for such open spaces, drainage ways, streets

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

3. Public Interest. The public's interest shall be served by the short subdivision and dedication.

E. Time Frame for Approval. The administrator shall make a decision on approval or denial of a preliminary short subdivision application within 60 calendar days of the determination that the application is complete. An approved preliminary short subdivision application is valid for ~~one~~ five years from date of approval. Failure to submit the final short subdivision application within that ~~one-five~~-year time frame will result in a lapse of the preliminary short subdivision approval. [Ord. 4807 § 34, 2018; Ord. 4804 §§ 1, 3, 2018; Ord. 4656 § 1 (Exh. O2), 2013.]

Section 3. Table 15.310.040 of the Ellensburg City Code, as last amended by Ordinance 4887, is hereby amended to read as follows:

15.310.040 Use Table

Table 15.310.040. Residential-based uses.

Use	R-S	R-L	R-M	R-H	R-O	C-N	C-H	C-C	C-C II	I-L	NC- MU	RC- MU	I-H	P-R	MHP
RESIDENTIAL, GENERAL															
Dwelling, single-family* (ECC 15.540.020)	P	P	P		P										P
Dwelling, cottage* (ECC 15.540.050)	P	P	P		P									A ⁶	
Dwelling, duplex* (ECC 15.540.030)	P ²	P ²	P		P			P ⁷	P ⁷					A ⁶	
Dwelling, townhouse* (ECC 15.540.060)	P ²	P ²	P	P	P	P ³		P ⁷	P ⁷		P	P		A ⁶	
Dwelling, multifamily* (Division V of this title)	P ^{1.5}	P ^{1.5}	P	P	P	P ³	C	P ⁷	P ⁷		P	P		A ⁶	
Dwelling, live-work*	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P		P ⁷	P ⁷		P	P			
Manufactured home park* (ECC 15.340.040)	C	C	C	P	C									A ⁶	P
GROUP RESIDENCES															
Boarding houses, lodging houses		C	P	P	C			P ⁷	P ⁷		P	P		A ⁶	
Adult family home*	P	P	P	P	P	P		P ⁷	P ⁷		P	P		A ⁶	
Community residential facility*			C	C	C	C		P ⁷	P ⁷		P	P		P/ A ⁶	
Senior citizen assisted housing*			P	P	P	P		P ⁷	P ⁷		P	P		A ⁶	
RESIDENTIAL ACCESSORY USES															
Accessory dwelling unit* (ECC 15.540.040)	P	P	P	P	P			P ⁷	P ⁷						

Table 15.310.040. Residential-based uses.

Use	R-S	R-L	R-M	R-H	R-O	C-N	C-H	C-C	C-C II	I-L	NC-MU	RC-MU	I-H	P-R	MHP
Home occupations* (ECC 15.340.020)	P	P	P	P	P	P	P	P ⁷	P ⁷	P	P	P	P	P ⁶	P
Yard sale use	A ⁸	A ⁸	A ⁸	A ⁸	A ⁸	A ⁸	A ⁸	A ⁸	A ⁸	A ⁸	A ⁸	A ⁸	A ⁸	A ⁸	A ⁸
TEMPORARY LODGING															
Bed and breakfast (ECC 15.340.010)	P	P	P	P	P			P ⁷	P ⁷		P	P			

Development conditions:

1. Subject use may be permitted subject to density bonus incentives set forth in Table 15.320.030 and Chapter 15.330 ECC.
2. Duplexes and townhomes are permitted in the R-L and R-S zones on infill lots (preexisting legal lots of record as of December 31, 2021) notwithstanding the maximum density limits in Table 15.320.030. For lots recorded after this date, duplexes and townhomes are permitted in the R-L and R-S zones but must meet the density requirements of ECC 15.320.030.
3. Residential uses are permitted in the C-N zone provided nonresidential uses occupy the ground floor of all buildings fronting on the street. For example, residential uses could be on upper levels of buildings fronting on the street or, for deep lots, subject residential uses may occupy any buildings away from the street and behind the buildings that front onto the street.
4. Nonresidential uses may be permitted within live-work dwellings subject to the permitted uses in the underlying zoning district.
5. Multifamily dwelling units shall not be located adjacent to existing single-family dwellings, except where such uses were approved on an individual plat.
6. All uses permitted in the P-R zone must be either outright permitted and operated as a public use or must be an accessory use to the primary public use (see ECC 15.310.050).
7. Except for lobbies or similar entrances, all permitted residential uses in the C-C and C-C II zones are prohibited within 30 feet of the sidewalk on the ground floor of properties fronting on storefront streets per ECC 15.510.050(E).
8. Yard sales are permitted as an accessory use to a dwelling; provided, that the following conditions are met:
 - a. Only two yard/garage sales per dwelling unit not exceeding three consecutive days in duration are allowed per year;
 - b. The occupant or tenant of the dwelling unit shall supervise and be responsible for the yard/garage sale activities including ensuring that there is no impediment to the passage of traffic on public roads and sidewalks adjacent to the sale;
 - c. No goods are to be displayed in public rights-of-way without first obtaining a right-of-way use permit from the public works and utilities department; and
 - d. Signs advertising the sale shall not be attached to any public structure, sign, sign or utility pole or traffic control devices and shall be removed within 24 hours of the sale completion.

Table 15.310.040. Nonresidential uses.

Use	R-S	R-L	R-M	R-H	R-O	C-N	C-H	C-C	C-C II	NC-MU	RC-MU	I-L	I-H	P-R
RETAIL														
Auto sales, new and used							P	P ²	P		P			
Automobile fueling						P	P	P	P		P	P		
Automobile, electric vehicle battery charging station	P ¹	P ¹	P ¹	P ¹	P ¹	P	P	P	P	P	P	P	P	P
Farmers' markets*						P		P	P	P	P			
Fruit stands*	P	P	P	P	P									
Heavy retail (ECC 15.130.080)							P	P ²	P		P	P	P	
Nurseries and greenhouses	P						P	P	P	P	P	P	P	
Restaurants	P	P	P	P	P	P	P	P	P	P	P	P		A ⁶
Bars and brewpubs*						P	P	P	P	P	P	P		A ⁶
Coffee house, espresso bar	P ⁵	P ⁵	P	P	P	P	P	P	P	P	P	P		A ⁶
Retail, small scale (<2,000 sf floor area)	P ⁵	P ⁵	P	P	P	P	P	P	P	P	P			A ⁶
Retail, medium scale (2,000 – 20,000 sf floor area)						P	P	P	P	P	P			A ⁶
Retail, large scale (20,001 – 60,000 sf floor area)						P ³	P	P	P	P	P			
Retail, very large scale (60,001 – 100,000 sf floor area)							P	C	C		P			
Retail, super scale (>100,001 sf floor area)							C				C			
Regional retail commercial projects* (subject to the requirements in Chapter 15.390 ECC)	P ⁸	P ⁸	P ⁸	P ⁸	P ⁸	P ⁸	P ⁸			P ⁸	P ⁸	P ⁸		
Marijuana retailer*						P ⁹	P ⁹	P ⁹	P ⁹	P ⁹	P ⁹			
PERSONAL AND GENERAL SERVICE														
Day care I facilities*	P	P	P	P	P	P	P	P	P	P	P	P		A ⁶
Day care II facilities*	C	C	C	C	P	P	P	P	P	P	P			A ⁶
Heavy services (see Heavy retail and services definition in ECC 15.130.080)*							P	P ²	P		P	P	P	
Hotels/motels*							P	P	P	P	P			
Hospitals*	C	C	C		P			C	P		C			A ⁶
Offices, medical*					P	P	P	P	P	P	P			P/A ⁶

Table 15.310.040. Nonresidential uses.

Use	R-S	R-L	R-M	R-H	R-O	C-N	C-H	C-C	C-C II	NC-MU	RC-MU	I-L	I-H	P-R
Kennels*							P		P			P		
Nursing homes*	C	C	C	P	P			P	P					P/A ⁶
Marijuana cooperative*	P ₁₀	P ₁₀	P ₁₀	P ₁₀	P ₁₀	P ₁₀	P ₁₀	P ₁₀	P ₁₀	P ₁₀	P ₁₀	P ₁₀	P ₁₀	P ₁₀
Personal service establishments*	P ₅	P ₅	P	P	P	P	P	P	P	P	P			A ⁶
Laundromats and dry cleaners			P	P	P	P	P	P	P	P	P	P		
Places of assembly*	C	C	C	C	P	P	P	P	P	C	C	C		A ⁶
Radio station (commercial)		C					P			P	P	C	C	A ⁶
Veterinary clinic					C	C	P	P	P	P	P	C		
BUSINESS SERVICE														
Conference center*							P	P	P	P	P			A ⁶
Offices, business or professional*, small scale (<2,000 sf floor area)	P ₅	P ₅			P	P	P	P	P	P	P	P ₄		P/A ⁶
Offices, business or professional*, medium scale (2,000 – 20,000 sf floor area)	P ₅	P ₅					P	P	P	P	P	P		P/A ⁶
Offices, business or professional*, large scale (20,001 – 60,000 sf floor area)							P	P	P	P	P	P		P/A ⁶
Miniwarehouse facility*			C									C	C	
INDUSTRIAL														
Light manufacturing*							P	P ₂	P ₂	P ₂	P ₂	P	P	
Light industry (ECC 15.130.120)								P _{2.7}	P _{2.7}	P _{2.7}	P _{2.7}	P	P	
Hazardous waste treatment (off-site) (see definition of “off-site” in ECC 15.130.150)												C	C	
Hazardous waste treatment (on-site) (see definition of “on-site” in ECC 15.130.150)							C	C	C			C	C	A ⁶
Heavy industry (ECC 15.130.080)													C	
Marijuana processor*												P ₂	P ₂	
Marijuana producer*												P ₂	P ₂	
Tow vehicle storage area*												P	P	
Vehicle wrecking yard*													C	

Development conditions:

1. Vehicle battery charging stations are permissible for the primary use of residents and their guests in all residential zones. Battery charging station clusters are permitted for multifamily uses located in the R-M and R-H zones.
2. Use must be enclosed entirely within a building.
3. Grocery stores shall be the only retail uses permitted with more than 20,000 square feet of gross floor area.
4. Except for office uses that are accessory to a permitted use, office uses may be permitted through the purchase of transferable development rights, subject to the adoption of a TDR program by the city.
5. Subject nonresidential uses may be permitted in the R-S and R-L zones if the planned uses are at least 1,200 feet from an existing C-N zone or commercial use.
6. All uses permitted in the P-R zone must be either outright permitted and operated as a primary public use or must be an accessory use to that primary public use. See ECC 15.310.050.
7. Includes light industrial activities that result in the production of goods placed for **on-site retail** sale.
Special restrictions:
 - a. No power tools or equipment are allowed which by their decibel, frequency, and/or other feature of their operation would negatively impact the surrounding area by reason of decibel levels, light (see Chapter 15.580 ECC for standards), dust or other physical effect; and
 - b. Production or manufacturing activity shall not occur between the hours of 10:00 p.m. and 6:00 a.m.
8. Regional retail is administered as an overlay zone pursuant to Chapters 15.390 and 15.390A ECC, and only permitted within the designated boundaries identified in Figure 15.390.040(A), the south interchange area, and Figure 15.390.040(B), the west interchange area. Permitted uses and use restrictions within a regional retail commercial project are described in ECC 15.390.030. Design criteria for regional retail is governed by Chapter 15.390A ECC.
9. All marijuana retail, production and processing facilities are subject to the requirements of Chapter 15.370 ECC.
10. All marijuana cooperatives are subject to the requirements of ECC 15.370.030, Chapter 314-55 WAC and Chapter 69.51A RCW.

Table 15.310.040. Special uses.

Use	R-S	R-L	R-M	R-H	R-O	C-N	C-H	C-C	C-C II	NC-MU	RC-MU	I-L	I-H	P-R
PARK, OPEN SPACE AND RECREATIONAL														
Cemeteries, columbarium or mausoleums	P	P												
Golf course	P													P ¹¹
Golf driving range (not associated with a golf course)	C						C							P ¹¹
Recreation – outdoor (commercial)*							P			P	P	C		A

Table 15.310.040. Special uses.

Use	R-S	R-L	R-M	R-H	R-O	C-N	C-H	C-C	C-C II	NC-MU	RC-MU	I-L	I-H	P-R
Recreation – indoor (commercial)*					<u>C</u>		P	P	P	P	P	C		A
Recreation – small-scale indoor studios (commercial)*	P	P	P	P	P	P	P	P	P	P	P	C		
Recreational vehicle parks (ECC 15.340.050)							P							
Parks, playgrounds (public or private)	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹		P
CULTURAL AND ENTERTAINMENT														
Adult entertainment establishment*							P ²							
Art, performing arts, and recording studios	C	C	C	C	P	P	P	P	P	P	P	P		P/A ⁷
Museums	C ¹²	C ¹²	C ¹²	C ¹²	P	P	P	P	P	P	P	P		P/A ⁷
Theaters					P	P	P	P	P	P	P	C		
EDUCATIONAL														
Schools	C	C	C	C	C		C	C	C					P ⁵
GOVERNMENTAL														
Court							P	P	P					P
Fire facility							P				P	P		P
Police facility						P ³	P	P ³	P		P	P		P
Public agency or utility office*						P	P	P	P	P	P	P	P	P/A
Public agency or utility yard	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P	P	C ⁴	P			P	P	P/A
Utility facility* ⁸	P	P	P		P	P	P	P	P			P	P	P
Fairgrounds														P
Public transportation passenger terminals							P	P	P		P	P	P	P
RESOURCE														
Gardening or fruit raising (accessory use or noncommercial)	P	P	P	P	P	P	P	P	P	P	P	P	P	P/A ⁷
Agriculture*	P ⁹													
Small wind energy systems (ECC 15.340.060)	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰ /A ⁷
REGIONAL														
Airport														PC ⁶

Development conditions:

1. Lighting for structures and fields shall be directed away from residential areas through the use of exterior full cut-off shields or through optics within the fixture.
2. Adult entertainment is regulated pursuant to Chapter 6.72 ECC. Zoning locational standards within the C-H zone for adult entertainment establishments are:

All such establishments must be at least 1,000 feet from any residential zone, parks, schools, historic district, any dwelling, freeway, highway, interstate, or major arterial (see map on file in the city clerk's office).

3. Limited to "storefront" police offices. Such offices shall not have:
 - a. Holding cells;
 - b. Suspect interview rooms (except in the C-N zone); or
 - c. Long-term storage of stolen properties.
4. Public agency or utility yard conditions:
 - a. Utility yards are only on sites with utility district offices; or
 - b. Public agency yards are limited to material storage, vehicle maintenance, and equipment storage for road maintenance, facility maintenance, and parks facilities.
5. Excluding private or nonprofit commercial schools, for which the principal course work is business, vocational, or technical.
6. A conditional use permit is required for the following uses:
 - a. Facilities to sell, service and store airplanes, service airport patrons, and those ordinarily incidental and essential to operation of a municipal airport; and
 - b. Airport landing areas.
7. All uses permitted in the P-R zone must be either outright permitted and operated as a public use or must be an accessory use to the primary public use; see ECC 15.310.050. Subject uses must be managed by a public agency.
8. Wireless communication facilities, including wireless communication support towers and antenna arrays, are subject to the provisions of ECC 15.340.070 and Chapter 15.395 ECC.
9. Agriculture uses are permitted in the subject zone provided the following conditions are met:
 - a. The raising of swine, poultry or goats shall be restricted to youth educational projects or limited household consumption occurring on the same lot, or lots of record;
 - b. No nuisances, such as noise, odor, air pollution, wastes, vibration, traffic or physical hazards, shall result therefrom; and
 - c. Fencing and housing adequate to certain livestock shall be provided where livestock are kept, and all livestock shall be kept and maintained in accordance with applicable laws and regulations.

10. Small wind energy systems on properties listed in the Ellensburg landmarks register are subject to landmarks and design commission certificate of appropriateness.

11. Subject use shall be permitted only if it is a public facility.

12. Museums within the R-S, R-L, R-M and R-H zoning districts are permissible within existing buildings, or if for new construction only if the building is 2,000 square feet or less, and for both options through approval of a conditional use permit. [Ord. 4887 § 22, 2022; Ord. 4807 § 44, 2018; Ord. 4804 § 3, 2018; Ord. 4769 § 13, 2017; Ord. 4728 § 4, 2016; Ord. 4724 § 4, 2016; Ord. 4696 § 3, 2015; Ord. 4669 § 3, 2014; Ord. 4656 § 1 (Exh. O2), 2013.]

Section 4. Section 15.220.040 of the Ellensburg City Code, as last amended by Ordinance 4807, is hereby amended to read as follows:

15.220.040 Public notice of application.

A. Issue Notice. Within 14 calendar days of the determination of completeness, the city shall issue a notice of application for all Type II, III, and IV projects. Notice of any SEPA pre-threshold determination comment opportunities available pursuant to Chapter 15.270 ECC or critical area determination comment opportunities pursuant to Division VI shall be combined with the notice of application.

B. Notice Contents. The notice of application shall include the following information:

1. The dates of application, determination of completeness, and the date of the notice of application;

2. The name and address of the applicant or the applicant's designated agent;

3. The location and description of the project;

4. The requested actions and any required studies, if known;

5. The date, time, and place of any predecision public meeting or open record hearing, if one has been scheduled;

6. Identification of any environmental or critical area documents related to the project, if any, and where they are located for review;

7. A statement of the limits of the public comment period. With the exception of short subdivisions which have a 14-calendar-day comment period, the comment period for all applications subject to review under this section is 21 calendar days beginning on the day following the date of notice of application;

8. A statement of the right of any person to comment on the application, receive notice of and participate in any hearings, request a copy of the decision once made, and any appeal rights;

9. The name and phone number and email address of the city staff contact for the application;

10. Identification of the known development regulations that will be used in determining consistency of the project with the comprehensive plan; and

11. Any other information that the city determines to be appropriate.

C. Public Notification. The notice of application shall be made available to the public, through the following methods:

1. Mail. For site-specific proposals requiring a Type II (except signs), Type III or Type IV review process, the department shall mail notice to owners of real property located within 300 feet of the subject property and to any agencies with jurisdiction;

2. Post Site. The applicant for site-specific proposals requiring a Type III or IV review process and/or requiring SEPA review pursuant to Chapter 15.270 ECC, shall post a notice board on the site at the applicant's expense within five calendar days after the date of issuance of the determination of complete application per the requirements set forth in ECC 15.220.050 and 15.270.120. Type V Annexation proposals shall be posted as required in Ch. 35A.14 RCW and verified by an affidavit of publication; and

3. Newspaper. For Type II permits (except signs), site-specific proposals requiring a Type III or Type IV review process, and for non-site-specific proposals requiring a Type V review process, the department shall also publish a notice of the application in the newspaper of general circulation for the general area in which the proposal is located. This notice shall include the project location and description, the type of permit(s) required, comment period dates, staff contact information, and the location where the complete application may be reviewed.

D. Public Comments. The department must receive all comments received on the notice of application by 5:00 p.m. on the last day of the comment period. Comments may be mailed, emailed, faxed, or personally delivered. [Ord. 4807 § 21, 2018; Ord. 4656 § 1 (Exh. O2), 2013.]

Section 5. Section 15.220.050 of the Ellensburg City Code, as last amended by Ordinance 4807, is hereby amended to read as follows:

15.220.050 Notice board requirements.

Posted notice for a proposal as required in ECC 15.220.040(C)(2) shall consist of one or more notice boards posted at the applicant's expense by the applicant within five calendar days following the department's issuance of a determination of completeness as follows:

A. Notice Board. The department shall provide the applicant with a reduced paper copy of the required notice which the applicant shall be responsible for enlarging to a six-square-foot (two feet tall by three feet wide) waterproof sign for posting;

B. Number of Boards. A single notice board shall be posted for a project. This notice board may also be used for the posting of the notice of decision and notice of hearing. Additional notice boards may be required by the department when:

1. The site does not abut a public road;
2. A large site abuts more than one public road; or
3. The department determines that additional notice boards are necessary to provide adequate public notice;
4. Type V Annexation by petition proposals shall be posted in three public places within the territory proposed for annexation, and shall specify the time and place of hearing and invite interested persons to appear and voice approval or disapproval of the annexation pursuant to RCW 35A.14.130.

C. Location of the Notice Board. The notice board shall be located:

1. At the midpoint of the site's street frontage or as otherwise directed by the department for maximum visibility;
2. Five feet inside the street property line except when the board is structurally attached to an existing building; provided, that no notice board shall be placed more than five feet from the street property without approval of the department;
3. So that the top of the notice board is between seven to nine feet above grade; and
4. Where it is completely visible and readable from the facing property line of the site;

D. Notice boards shall be:

1. Maintained in good condition by the applicant during the notice period through the time of the final city decision on the proposal, including the expiration of any applicable appeal periods and, for decisions that are appealed, through the time of the final resolution of any appeal. Failure to properly maintain the notice board in good condition and in the proper location as specified above may result in the director making a determination that there is a need to provide additional time for public notice;
2. In place at least 21 calendar days prior to the date of any required hearing for a Type III or IV project, or at least 14 calendar days following the department's issuance of a determination of completeness for any Type II project;
3. Removed within 14 calendar days after the final decision has been made on the project and all applicable appeal periods have passed; and

4. Removal of the notice board prior to the required time above may be cause for discontinuance of city review until the notice board is replaced and remains in place for the specified time period; and

E. An affidavit of posting shall be submitted to the department by the applicant within seven days following the department's determination of completeness to allow continued processing of the application by the department. [Ord. 4807 § 22, 2018; Ord. 4656 § 1 (Exh. O2), 2013.]

Section 6. Section 15.540.020 of the Ellensburg City Code, as last amended by Ordinance 4807, is hereby amended to read as follows:

15.540.020 Single-family design standards

A. Purpose.

1. To enhance the character of the street;
2. To maintain “eyes on the street” for safety to pedestrians and to create a more welcoming and interesting streetscape;
3. To deemphasize garages and driveways as major visual elements along the street; and
4. To provide usable yard space for residents.

B. Entries and Facade Transparency.

1. Clear and obvious pedestrian access between the sidewalk and the building entry is required for new dwelling units (the driveway may be used to help meet this requirement);
2. All new houses shall provide a covered entry with a minimum size of three feet by three feet. Covered entries may project up to six feet into the front yard per Chapter 15.320 ECC; and
3. At least eight percent of the facade (all vertical surfaces facing the street) shall include transparent windows or doors.

C. Garage Placement and Design.

1. Where lots abut an alley, the garage or off-street parking area is encouraged to take access from the alley;
2. The garage doors shall occupy no more than 50 percent of the ground-level facade facing the street. Departure: garage doors may exceed this limit up to a maximum of 65 percent of the ground level facade facing the street provided at least two of the following design details are utilized. For front-loaded lots where the garage faces the street and the garage is even with

the facade of the house or less than five feet behind the front facade of the house, at least one of the following design details shall be utilized:

- a. A decorative trellis over the entire garage;
 - b. A window or windows are placed above the garage on a second story or attic space under roofline;
 - c. A balcony that extends out over the garage and includes columns;
 - d. Utilizing all single vehicle car doors as an alternative to wider garage doors suitable for two-car garages;
 - e. Decorative windows on the garage door;
 - f. Decorative details on the garage door. Standard squares on a garage door will not qualify as a decorative detail;
 - g. A garage door color (other than white) that matches or complements the color of the house; and/or
 - h. Other design techniques that meet the intent, as determined by the director; and
3. The minimum garage setback is at least 22 feet from the sidewalk edge.

D. Driveway Standards. Where a new driveway off of a public street is permitted, the following standards apply:

1. No more than one driveway per dwelling unit;
2. ~~Driveways for individual lots 40 feet or wider may be up to 24 feet in width; and~~
Private driveways shall not exceed the following widths:

Width of Lot		Width of Driveway
Less than 16 feet		8 feet
16 to 30 feet		50% of Lot Width
30 to 50 feet		20 feet
Over 50 feet		25 feet

3. ~~Driveways for individual lots less than 40 feet wide may be up to 12 feet in width.~~
Tandem parking configurations may be used to accommodate two-car garages for single-family and duplex structures pursuant to ECC 15.550.040(A).

The width of properties with nonparallel side lot lines shall be determined at the plane of the garage door when determining conformance with the standards above.

Also see Section 3, Street Standards, of the city's public works development standards for additional driveway standards.

E. Minimum Usable Open Space. All new single-family residences shall provide a contiguous open space equivalent to 10 percent of the lot size (excluding area within an adjacent alley or public right-of-way). Such open space shall not be located within the front yard. The required open space shall feature a minimum dimension of 15 feet on all sides. For example, a 6,000-square-foot lot would require a contiguous open space of at least 600 square feet, or 20 feet by 30 feet in area. Driveways shall not count in the calculations for usable open space. Single-family additions shall not create or increase any nonconformity with this standard.

F. Energy Efficiency. Single-family dwellings and accessory buildings are encouraged to meet the energy efficiency guidelines set forth in ECC 15.530.070. [Ord. 4807 § 58, 2018; Ord. 4656 § 1 (Exh. O2), 2013.]

Section 7. Section 15.220.110 of the Ellensburg City Code, as last amended by Ordinance 4656, is hereby recodified as a new Section 15.250.035 and amended as follows:

15.250.035 Permit expiration timelines for clearing, grading and fill, and site development permits, Type I and Type II.

A site development permit may be issued pursuant to ECC 15.250.020 approving land clearing, grading, fill, and/or infrastructure improvements required in conjunction with the development of a site. The expiration limitations of this permit are as follows:

A. Site Development Permit – Permit Expiration. Site development permits shall become invalid unless start of construction authorized by such permit is commenced within 180 calendar days after its issuance, or if the start of construction authorized by such permit is suspended or abandoned for a period of 180 calendar days after the time construction is commenced. Site development permits associated with subdivision applications shall expire when the preliminary subdivision approval has expired as set forth by RCW 58.17.140.

B. Site Development Permit – Permit Extension. The director is authorized to grant a single 180-calendar-day extension when the applicant requests an extension in writing at least 60 days before the expiration of the site development permit. Extensions may be granted for those permits issued in conjunction with a preliminary subdivision approval that has been extended as provided in RCW 58.17.140 but shall expire when the preliminary subdivision approval has expired as set forth in RCW 58.17.140. Denial of extension requests shall be appealable to city council as an open record appeal. [Ord. 4656 § 1 (Exh. O2), 2013.]

Section 8. Section 15.550.040 of the Ellensburg City Code, as last amended by Ordinance 4887, is hereby amended to read as follows:

15.550.040 Computation of required off-street parking spaces

A. Spaces Required. Except as modified in subsections below, off-street parking areas shall contain at a minimum the number of parking spaces as stipulated in the following table. Off-street parking ratios expressed as number of spaces per square foot means the usable or net square footage of floor area, exclusive of nonpublic areas. Nonpublic areas include but are not limited to building maintenance areas, storage areas, closets or restrooms. If the formula for determining the number of off-street parking spaces results in a fraction, the number of off-street parking spaces shall be rounded to the nearest whole number with fractions of 0.50 or greater rounding up and fractions below 0.50 rounding down.

Table 15.550.040(A). Computation of required off-street parking spaces.

Category of Land Use¹	Minimum Parking Spaces Required
RESIDENTIAL/LODGING	
Dwelling, single-family	2.0 per dwelling unit; for structures containing more than 4 bedrooms, 1 additional space for each bedroom in excess of 4 shall be provided. NOTE: Tandem parking to accommodate 2-car garages is permitted for single-family units.
Accessory dwelling unit	None required
Apartment:	
Duplex	2.0 per dwelling unit; for structures containing more than 4 bedrooms, 1 additional space for each bedroom in excess of 4 shall be provided. NOTE: Tandem parking to accommodate 2-car garages is permitted for duplex dwelling units.
Townhouse	2.0 per dwelling unit; for structures containing more than 4 bedrooms, 1 additional space for each bedroom in excess of 4 shall be provided
Studio units	1.2 per dwelling unit
Studio and 1-bedroom units in C-C zone outside of the downtown historic district	0.7 per dwelling unit
1-bedroom units	1.5 per dwelling unit
2-bedroom residential units and larger in C-C zone outside of the downtown historic district	0.7 per bedroom
2-bedroom units or larger	1.0 per bedroom
Cottage housing	1.5 per dwelling unit
Senior housing	1.0 per dwelling unit (this may be reduced based on the characteristics of the use)
Adult family home	2.0 per dwelling unit; for structures containing more than 4 bedrooms, 1 additional space for each bedroom in excess of 4 shall be provided. NOTE: Tandem parking to accommodate 2-car garages is permitted.
Senior citizen assisted housing	1.0 per 2 dwelling or sleeping units

**Table 15.550.040(A). Computation of required
off-street parking spaces.**

Category of Land Use¹	Minimum Parking Spaces Required
Community residential facilities	1.0 per 2 bedrooms
Boarding houses, lodging houses	1.0 per bedroom
Hotel/motels (where restaurants and conference facilities are included, see standards for applicable use)	1.0 per guest room
Bed and breakfast guesthouse	1.0 per guest room, plus 2.0 per facility
GENERAL RETAIL AND SERVICE	
Offices, banks, medical clinics, supermarkets, retail shops, department stores, or similar uses	1.0 per 300 square feet of gross floor area
General retail or service use with drive-in facility	Same parking for retail and service as provided herein, plus sufficient off-street drive-through stacking area to accommodate 3 vehicles without negatively impacting other required parking areas, ingress and egress into such parking areas, or traffic on public streets
Day care facility	1.0 per employee plus 1.0 temporary loading parking per each 8 full-day equivalent children
FOOD AND BEVERAGE	
Restaurant, taverns, or similar uses where patrons sit down for service	1.0 per 200 square feet of gross floor area for sit-down facilities with a minimum number of 5 spaces required
Drive-in restaurant	Same parking as restaurant plus sufficient off-street drive-through stacking area to accommodate 6 vehicles without negatively impacting other required parking areas, ingress and egress into such parking areas, or traffic on public streets
Drive-in coffee stand	2.0 per facility plus sufficient off-street drive-through stacking area to accommodate 6 vehicles without negatively impacting other required parking areas, ingress and egress into such parking areas, or traffic on public streets
PLACES OF ASSEMBLY	
Churches, funeral homes, mortuaries, clubs, lodges, museums, auditoriums, theaters, conference facilities, public or commercial recreational facilities, or similar uses	0.25 per person of maximum occupancy as established by the fire marshal with a minimum of 5 spaces required
INDUSTRIAL AND LAND CONSUMPTIVE USES	
Wholesale trade, warehousing (including miniwarehouse facilities), processing and manufacturing facilities, heavy equipment repair, lumber yard, car sales, or similar land consumptive but low traffic generation uses	1.0 per 1,500 square feet of gross floor area for structures up to 20,000 square feet in gross size with a minimum of 5 spaces required OR 1.0 per 2,000 square feet of gross floor area for structures greater than 20,000 square feet in gross size. NOTE: For vehicle sales lots, the sales area is not considered to be a parking facility and does not

**Table 15.550.040(A). Computation of required
off-street parking spaces.**

Category of Land Use¹	Minimum Parking Spaces Required
	have to comply with the requirements of this chapter. However, all required parking must be designed and reserved for customer parking only.
PUBLIC AND QUASI-PUBLIC USES	
Hospital	1.5 per each 5 beds with a minimum of 5 spaces required
Elementary and junior high schools	1.0 per classroom, plus 1 per 50 students
High schools, college or university, trade school, or business school	1.0 per classroom, plus 1 per 10 students
Governmental office	1.0 per 350 square feet of gross floor area

Notes:

A. In those situations where a particular use is not specifically mentioned in this table, the requirements for off-street parking shall be determined by the director and in accordance with the most comparable use listed.

B. Uses in the C-C Zone. There are no off-street parking requirements for any uses in the C-C zone, except residential uses located outside of the downtown historic district shall provide at least 0.7 parking spaces per bedroom (studio apartments shall be considered a one-bedroom apartment).

C. Shell Building Permit Applications. When the city has received a shell building permit application, off-street parking requirements shall be based on the possible tenant improvements or uses authorized by the zone designation and compatible with the limitations of the shell permit. When the range of possible uses results in different parking requirements, the director shall establish the amount of parking based on a likely range of uses.

For example, an applicant submits a permit for a 5,000-square-foot shell building in the C-H zone. The zone allows for a range of retail, personal, and general service retail uses. Most permitted uses in this zone fall in the category of general retail and service uses in Table 15.550.040(A) which requires one space per 300 square feet of gross floor area. Restaurants require more parking (one space per 200 square feet of gross floor area). While the director might find it unreasonable to require parking for the “worst case scenario” in terms of possible use types, he or she will typically choose a requirement that falls between the possible use scenarios. In this case, the odds are that most possible uses fall in the general retail and service use category with a lower parking requirement, though a slightly higher parking requirement would make sense given the possibility of a use such as a restaurant, which requires greater parking. Thus, a compromise standard, requiring a minimum of one space per 275 square feet of gross floor area, would be reasonable in this instance.

D. Other Provisions of Code. Where other provisions of this code stipulate reduced minimum parking requirements, those provisions shall apply.

E. Bicycle Parking. Multifamily and nonresidential developments shall provide for bicycle parking per the standards below:

1. Amount of Bicycle Parking.

Table 15.550.040(B). Computation of required off-street bicycle parking spaces.

Category of Land Use	Minimum Parking Spaces Required
Single-family dwelling	None
Multifamily dwelling	0.5 space per dwelling unit (units with private garages are exempt)
Hotel/motels	1.0 per 20 guest rooms
Offices, banks, medical clinics, supermarkets, retail shops, department stores, or similar uses	1.0 per 5,000 square feet of gross floor area for up to 50,000 square feet, then 1.0 per 10,000 square feet beyond 50,000
Restaurant, taverns, or similar uses where patrons sit down for service	1.0 per 800 square feet of gross floor area
All other uses	1.0 per 5 required vehicle parking spaces

2. **Parking Location and Design – Nonresidential Uses.** Bicycle facilities for patrons shall be located within 100 feet of the building entrance and located in safe, visible areas that do not impede pedestrian or vehicle traffic flow. Proper lighting of area is required per Chapter 15.580 ECC.

3. **Parking Location and Design – Residential Uses.** Bicycle facilities for residents shall be located within 100 feet of all building or individual unit entrances and located on the ground level in safe, visible areas that do not impede pedestrian or vehicle traffic flow. Proper lighting of area is required per Chapter 15.580 ECC.

4. Bicycle parking hardware shall be installed according to its manufacturer’s instructions, allowing adequate clearance for bicycles and their riders.

5. Projects in the C-C zone may contribute to a bicycle parking fund (subject to establishment by the city) maintained by the city in lieu of required parking set forth in Table 15.550.040(B). Calculation of the required fund contributions will be based on the cost to purchase, install, and maintain bicycle parking and associated improvements. The cost will be adjusted annually by the city. The fund will be used by the city to provide bicycle parking in the C-C zone and in other locations within the city.

F. **Primary Use.** The minimum number of parking spaces shall be computed based on the primary uses on the property, except as stated in subsection (G) of this section that addresses accessory uses. When there are two or more separate primary uses on a property, the required off-street parking for the property is the sum of the required parking for the individual primary uses.

G. **Accessory Use.** When more than 20 percent of the gross floor area on a property is in an accessory use, the required off-street parking shall be calculated separately for the accessory use and for the primary use and then added together for the total required off-street parking. When 20 percent or less of the gross floor area on a property is in an accessory use, the required off-street parking shall be calculated on the gross floor area of the building as if it were all under the primary use.

Examples:

1. A 40,000-square-foot building containing a 30,000-square-foot warehouse space (75 percent of total) and a 10,000-square-foot accessory office space (25 percent of total). The minimum parking requirement would be calculated separately for the office use and the warehouse use and then added together.

2. The same 40,000-square-foot building containing a 35,000-square-foot warehouse space (88 percent of total) and a 5,000-square-foot accessory office space (12 percent of total). The required parking would be based solely on the gross floor area of the building as if it were all the primary use (40,000 square feet).

H. On-Street Parking. On-street parking immediately adjacent to the property may be counted towards the parking requirement for nonresidential uses.

I. Off-Site Parking. Off-site parking is not permitted for residential uses outside of the C-C zone, except for guest parking provisions associated with local access streets per ECC 15.410.040(B)(2). For nonresidential uses, a maximum of 25 percent of the required off-street parking for a building or use may be located on a separate lot of record. Specifically:

1. The location of the off-site parking shall be within 600 feet of any property line of the property for which the off-site parking is provided;

2. Off-site parking facilities are subject to applicable design provisions in this division, including site orientation standards in Chapter 15.510 ECC, site planning and design elements in Chapter 15.520 ECC, and landscaping standards in Chapter 15.570 ECC;

3. There shall be sidewalks or paved pedestrian paths between the off-site parking site and the use for which the off-site parking is provided;

4. There shall be adequate lighting to provide safe walking between the off-site parking and the use for which the off-site parking is provided;

5. The owner of the off-site parking property shall execute a covenant in a form acceptable to the city attorney that shall clearly:

- a. Identify the legal description of the property that is to benefit from the off-site parking lot and the legal description of the off-site property that is to be encumbered in whole or in part by the covenant;

- b. Specify the terms and conditions of such encumbrance; and

- c. Clearly state that the terms of the covenant cannot be modified or revoked without the written consent of the city council;

- d. The covenant shall be recorded with the Kittitas County auditor's office to run as a deed restriction on both the benefited and encumbered properties as long as the business requiring these off-street parking spaces is in operation. A copy of the recorded covenant shall be provided to the community development department.

J. All required off-street parking must have direct and unobstructed access to ingress and egress from a public street, and stacked or tandem parking shall not be counted toward meeting the required off-street

parking requirements in any zoning district except for single-family residential structures and duplex dwelling units as per Table 15.550.040(A).

K. Setback Areas.

1. Required off-street parking spaces are not allowed to extend within any required setback area or required open space area in the R-L, R-M, R-O, and R-H zoning districts, ~~or in the front setback area in the C-T zoning district.~~ Single-family residences located in any of the R-L, R-M, R-O, and R-H zoning districts are allowed to locate the minimum required two off-street parking spaces within the setback areas or required open space area. Any additional parking spaces must be located outside of the required open space and setback areas.

2. At locations where single-family residential parking is permitted within setback or required open space, provisions shall be made to prevent this parking from encroaching upon adjacent sidewalks. For the purposes of this requirement there shall be a minimum of 22 feet between adjacent structures and sidewalks to allow for parking clearance when required parking for single family residential development is sited on the required building setback(s) or open space.

L. Garages. Required off-street parking that is provided in garages or carports shall be credited toward the required off-street parking spaces except that no stacked or tandem parking that blocks off those garages or carport parking spaces from direct or unobstructed access to ingress or egress to a public street shall be credited toward the required parking spaces except for single-family residential structures and duplex structures as set forth in Table 15.550.040(A).

M. Handicapped Parking. Off-street parking and access for the physically handicapped shall be provided in accordance with the Uniform Building Code.

N. Fire Lane Standards. Fire lanes may be required by the fire codes and by Kittitas Valley fire and rescue within off-street parking facilities. Such fire lanes, including dimensions, width, location, etc., shall be installed as required by the fire code or Kittitas Valley fire and rescue and shall remain in effect throughout the life of the parking facility.

O. Changes in use to a different land use category shall provide the minimum off-street parking for the new general land use category. [Ord. 4887 § 33, 2022; Ord. 4810 § 2, 2018; Ord. 4807 § 59, 2018; Ord. 4656 § 1 (Exh. O2), 2013.]

Section 9. Section 15.220.030 of the Ellensburg City Code, as last amended by Ordinance 4807, is hereby amended to read as follows:

15.220.030 Determination of completeness.

A. Written Determination. Within 28 calendar days after receiving an application for a Type I, II, III or IV decision, the director shall provide to the applicant a written determination that the application is complete, or that the application is incomplete and what is necessary to make the application complete. If the director does not provide a written determination within the 28 calendar days, the application shall be deemed complete as of the end of the twenty-eighth calendar day.

B. Additional Information Request and Timeline.

1. If the additional information requested by the director is not fully submitted within 90 calendar days from the date it was requested, the application shall be considered withdrawn and any unspent filing fees, as determined by the director, shall be returned to the applicant. The applicant may submit a written request for up to a 90-day extension of this deadline. The director may grant a single extension if there is a demonstration that the applicant is actively working on obtaining the requested information, and such extension is in the interests of the city.

2. Within 14 calendar days after receiving any additional information needed to make the application complete, the director shall provide to the applicant a written determination that the application is complete, or that the application is incomplete and what is necessary to make the application complete.

C. Criteria. A permit application is complete for the purposes of this section when it meets the submittal requirements established by the director in ECC 15.220.020, even though additional information may be required or subsequent project modifications may occur. The determination of completeness shall not preclude the director from requesting additional information or studies either at the time of the determination of completeness or later, if new information is required to complete review of the application or substantial changes in the permit application are proposed. [Ord. 4807 § 20, 2018; Ord. 4656 § 1 (Exh. O2), 2013.]

Section 10. Section 15.250.090 of the Ellensburg City Code, as last amended by Ordinance 4807, is hereby amended to read as follows:

15.250.090 Comprehensive Plan Amendments

A. Purpose. A comprehensive plan amendment or review is a mechanism by which the city may modify the text or map of the comprehensive plan in accordance with the provisions of the Growth Management Act, in order to respond to changing circumstances or needs of the city, and to review the comprehensive plan on a regular basis.

B. Initiation of Text and Map Amendments.

1. The city's comprehensive plan shall be subject to continuing evaluation and review by the city. Any amendment or revision to the comprehensive plan shall conform to Chapter 36.70 RCW.

2. Comprehensive plan amendments may be initiated by citizens, by the planning commission or other boards and commissions of the city, city staff, city council, or any other interested persons including applicants, hearing examiners and staff of other agencies. The proposed amendments or revisions to the comprehensive plan shall be docketed and considered by the city no more frequently than once every year except that amendments may be considered more frequently under the following circumstances:

a. The initial adoption of a subarea plan. Subarea plans adopted under this section must clarify, supplement, or implement jurisdiction-wide comprehensive plan policies, and may only

be adopted if the cumulative impacts of the proposed plan are addressed by appropriate environmental review under Chapter 43.21C RCW;

b. The development of an initial subarea plan for economic development located outside of the 100-year floodplain in a county that has completed a state-funded pilot project that is based on watershed characterization and local habitat assessment;

c. The adoption or amendment of a shoreline master program under the procedures set forth in Chapter 90.58 RCW;

d. The amendment of the capital facilities element of a comprehensive plan that occurs concurrently with the adoption or amendment of a county or city budget; or

e. The adoption of comprehensive plan amendments necessary to enact a planned action under RCW 43.21C.440; provided, that amendments are considered in accordance with the public participation program established by the county or city under RCW 36.70A.130(2)(a) and all persons who have requested notice of a comprehensive plan update are given notice of the amendments and an opportunity to comment.

3. All docketed amendment proposals shall be considered by the city concurrently so the cumulative effect of the various proposals can be ascertained. However, the city may adopt amendments or revisions to its comprehensive plan that conform with Chapter 36.70 RCW after appropriate public participation whenever an emergency exists or to resolve an appeal of a comprehensive plan filed with the growth management hearings board or with a court.

C. Periodic Review of Comprehensive Plan and Development Regulations. The Growth Management Act requires the city to periodically conduct a thorough review of its comprehensive plan and regulations to bring them up to date with any relevant changes in the Growth Management Act and to respond to changes in land use and population growth. Consistent with the schedule in RCW 36.70A.130, the city shall periodically review and, if necessary, revise and adopt its comprehensive plan and development regulations every eight years.

D. Procedures. Comprehensive plan amendments are subject to the Type V review process with the following variations:

1. A complete application for a comprehensive plan amendment shall be made on the comprehensive plan amendment form provided by the Ellensburg community development department. Additional supporting materials, such as photographs, statistics, etc., shall be included with the application;

2. The city will accept applications for comprehensive plan amendments from April 1st to March 31st of the following year ~~between January 1st and June 30th of every year~~. The start of that acceptance period shall be advertised in accordance with the city's noticing requirements;

3. In the city council's second regular meeting in July, the city council shall review the proposed amendments timely submitted for consideration to be docketed for review that year. Each

proposed amendment shall be accompanied by the amendment application materials and a staff discussion of the proposed amendment with a recommendation on whether or not the proposed amendment is an appropriate amendment subject and is ready for consideration to be docketed for review that year;

4. ~~Within 15 calendar days of the docketing date, t~~The proposed amendments chosen to be docketed by city council shall then be transmitted to the SEPA responsible official for SEPA review ~~and to the planning commission for review at a public hearing,~~ and a 60-day notice of intent to adopt comprehensive plan or development regulation amendments shall be sent to the Washington State Department of Commerce. The city council may also request other city boards or agencies or other governmental entities to provide comments and recommendations on proposed comprehensive plan amendments. The comments and recommendations must be submitted to the city by the date of the planning commission's hearing unless the city grants an extension of time. Letters of support or objection to a proposed comprehensive plan amendment may be filed by any interested party. The letters must be filed by the date of the city council public hearing unless an extension of time is granted;

5. The SEPA responsible official shall issue a notice of the SEPA threshold decision on the docketed amendments ~~on or before the second Friday in August;~~

6. The planning commission shall schedule and hold a public hearing on the docketed amendments and shall then make a recommendation to city council ~~prior to council's first regular meeting in October.~~ The planning commission shall make one of four decisions in considering comprehensive plan text and map amendments:

- a. Approval in the form submitted for public hearing;
- b. Approval with changes;
- c. Approval in part; or
- d. Disapproval;

7. A public hearing to consider the docketed amendments shall be scheduled for city council's ~~first regular meeting in October~~ following the Planning Commission hearing. Any appeal of the SEPA threshold determination shall also be heard at that public hearing;

8. The city council, after a recommendation from staff and the planning commission, and after holding a public hearing, shall make one of the following decisions:

- a. Approval in accordance with the findings and recommendations submitted by the planning commission;
- b. Approval with modifications;

- c. Refer all or part of the plan text or map amendment proposal back to the planning commission;
- d. Refer all or part of the plan text or map amendment proposal to the following year's annual amendment process; or
- e. Disapprove.

If the city council's decision is to refer the amendment request back to the planning commission, the council must specify which matters it wishes reconsidered by the planning commission. The final form and content of the comprehensive plan is determined by the city council; and

9. The annual docket cycle shall be completed by December 31st of the docket year. The comprehensive plan together with any and all amendments shall be provided to the city clerk to be placed in a permanent file and made available for public inspection. The city shall also transmit a complete and accurate copy of its comprehensive plan amendments to the Washington State Department of Commerce within 10 days of adoption in accordance with state law. [Ord. 4807 § 29, 2018; Ord. 4656 § 1 (Exh. O2), 2013.]

Section 11. Section 15.410.040 of the Ellensburg City Code, as last amended by Ordinance 4804, is hereby amended to read as follows:

15.410.040 Local access street design

A. Purpose. Provide safe and attractive local access streets that provide access to property.

B. Implementation. Street section connections to existing curbs/sidewalks shall be as follows:

1. When curbs/sidewalks exist on one abutting end of proposed project, the new development shall transition from existing location to the new street section as provided by current code requirements. The project applicant may apply to the public works and utilities director for a departure from the code streetscape improvements. This departure, if granted, would allow for the continuation of the existing roadway section into future phases of a development, provided the development received preliminary plat approval prior to the effective date of Ordinance 4929. The applicant must define the boundaries of the development proposed for exclusion from the new streetscape requirements and comply with the departure criteria of ECC 15.210.060.

2. When existing curbs/sidewalks exist on both abutting ends of a proposed project (infill), or along the frontage of the proposed project, the project applicant may petition the public works and utilities director for a departure from the code streetscape requirements. This departure, if granted, would allow for the continuation of the existing roadway section across the proposed development. As a condition of departure, the applicant shall be required to dedicate necessary rights-of-way to construct improvements and execute a deferral agreement to participate in a future project to construct said improvement(s) in accordance with ECC 4.06.060.

C. Design. There are three optional designs for local access streets, including 20-foot, 26-foot, and 30-foot-wide streets, to allow flexibility for subdivision design while accommodating functional access needs and community design goals. Travel lanes are shared auto and bicycle lanes. Planting strips with street trees and sidewalks are included on both sides of the street. See Section 3, Street Standards, of the city's public works development standards for detailed standards.

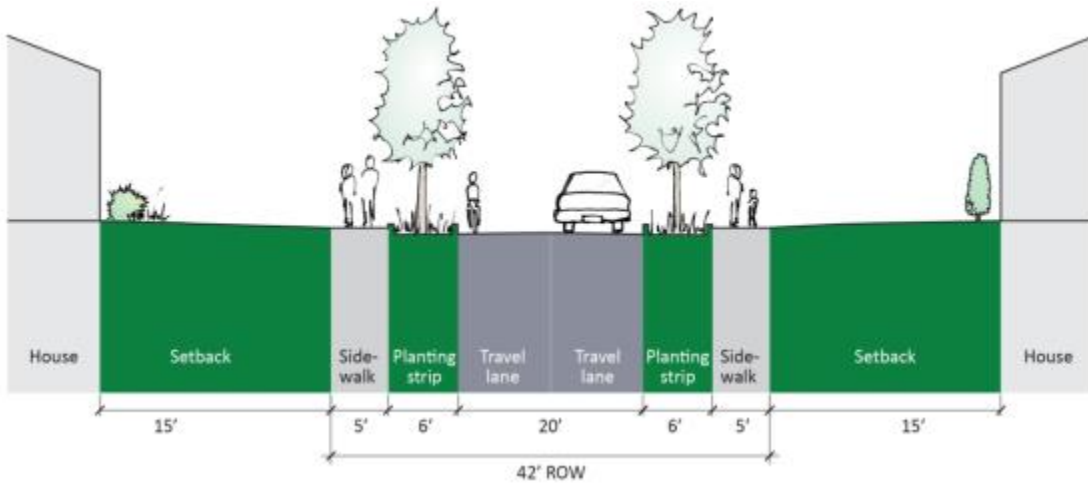
1. Continuity. The designs shall be consistent on individual blocks. An exception is for a hybrid design. An example would be a 20-foot street that integrates parking pockets on one side of the street.

2. Limitation for 20-Foot Streets. The 20-foot street is intended to be used only in special cases where there is available guest parking on nearby streets or additional off-street parking is provided within walking distance of homes. All dwelling units shall be within 500 feet (measured along sidewalks or other internal pathways) of available on-street or off-street guest parking equal to one space per dwelling unit, minimum. Developments may integrate parallel parking bulb-outs (see Figure 15.410.040) along these streets, provided the bulb-outs take up no more than 50 percent of the planting strip length. Use of this street type shall only be permitted when in compliance with the International Fire Code. The 20-foot wide travel lane will be required to be increased to 26 feet when block length exceeds fire code limitations as determined by the city's fire marshal.

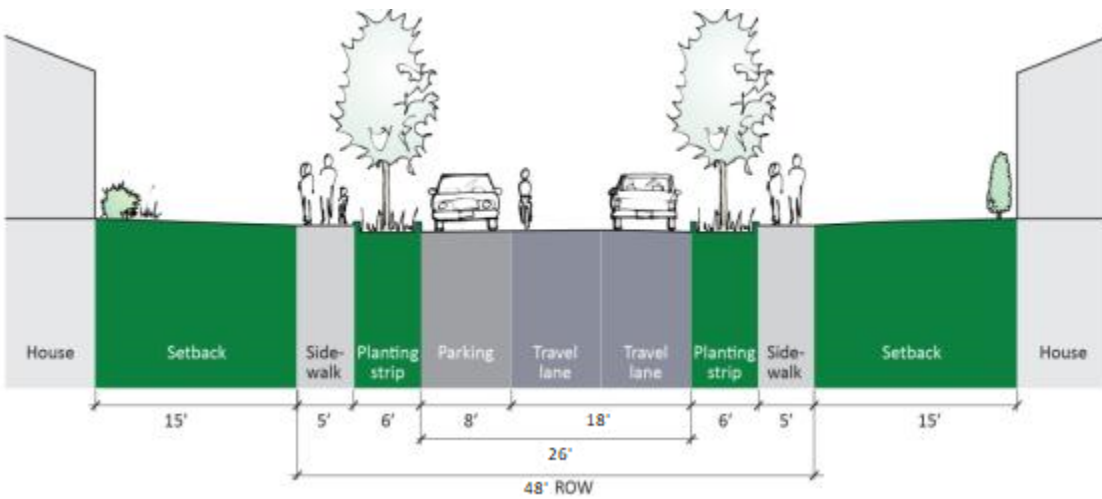


Figure 15.410.040. Example of a local access street with integrated parallel parking bulb-outs.

20' Wide Street



26' Wide Street



30' Wide Street

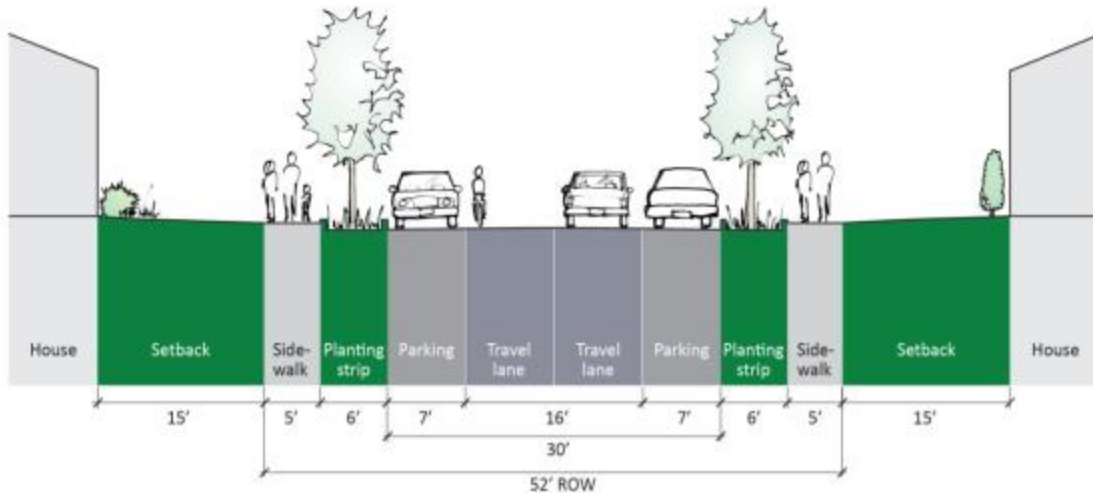


Figure 15.410.040. Cross-sections for local access street design options (with standard dimensions).

[Ord. 4804 § 4, 2018; Ord. 4656 § 1 (Exh. O2), 2013.]

Section 12. 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 portions of this ordinance.

Section 13. 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 errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 14. 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 6th day of November 2023.

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. 4929 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4929 was published as required by law.

BETH LEADER



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4930 (second reading), Amending Title 4.14A
Streateries, Parklets, and Sidewalk Cafes (Public Comment
Opportunity)

Submitted by: Jeremy Johnston, Planning Manager

Department: Community Development

Suggested Motion/Action:

Conduct second reading of Ordinance 4930, approving amendments to Title 4.14A
Streateries, Parklets, and Sidewalk Cafes.

Background/Summary:

The proposed ordinance will update Title 4.14A of the Ellensburg City Code (ECC). The proposals include three amendments submitted by citizens and Community Development staff. The amendments included a minor revision proposed by Community Development to amend the definition of "Director" to include the director's designee and a second minor amendment clarifying a requirement for building permits for all habitable streateries, despite size. The third amendment was a citizen proposed amendment which provides flexibility in the amount of seating allowed for streateries when sidewalk widths permit.

Community Development issued a SEPA determination of non-significance on August 29, 2023 associated with the proposed Title 4.14A amendments. No SEPA appeals were filed and Community Development retained the original decision.

Previous Council Action:

The City Council approved the proposed amendments to Title 4.14A and conducted the first reading of Ordinance 4930 at a public hearing held on October 16, 2023.

Analysis:

On September 28, 2023, the Planning Commission held a public hearing to consider the proposed amendments. The Planning Commission provided recommendations to City Council for each item.

The proposed amendments to Title 4.14A were presented to City Council during its regular meeting held on October 16, 2023. The City Council conducted first reading of Ordinance 4930 to approve all proposed amendments as presented.

Financial Impact:

None

Budget Adjustment: No

Attachments:

1. Ordinance 4930

ORDINANCE NO. 4930

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO CHAPTER 4.14A “STREATERIES, PARKLETS, AND SIDEWALK CAFES” AND AMENDING SECTIONS 4.14A.020, 4.14A.030, AND 4.14A.070 OF THE ELLENSBURG CITY CODE.

WHEREAS, the Ellensburg City Council adopted Ordinance No. 4912 which created a new Ellensburg City Code Chapter entitled “4.14A Streateries, Parklets, and Sidewalk Cafes” on March 20, 2023; and

WHEREAS, staff has discovered some amendments that need to be made to this Chapter for efficient implementation and consistency with the International Building Code; and

WHEREAS, a citizen-initiated amendment to ECC 4.14A.070 was submitted on July, 11, 2023; and

WHEREAS, the proposed amendments to the Ellensburg City Code were issued a SEPA Determination of Non-Significance on August 29, 2023; and

WHEREAS, the proposed amendments were reviewed by the Planning Commission in a public hearing on September 28, 2023, and recommended for approval by the City Council consideration; and

WHEREAS, the City Council held a duly noticed public hearing on the matter of adopting the proposed amendments to Title 4.14A at a regular meeting on October 16, 2023. The City Council approved the proposed amendments and the first reading of Ordinance 4930; and

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

Section 1. Chapter 4.14A.020 of the Ellensburg City Code, as last amended by Ordinance 4912, is hereby amended to read as follows:

4.14A.020 Definitions

In this chapter, the following definitions shall apply:

“Applicant” means any person who seeks a right-of-way use permit from the city under this chapter.

“City” means the city of Ellensburg.

“Director” means the community development director of the city of Ellensburg or their designee, unless otherwise specified.

“Parklet” means the use of the public right-of-way designed to be used as a gathering space which is free and open to the public.

“Permit” means a permit issued by the community development department pursuant to this chapter.

“Right-of-way” means land acquired or dedicated for use as a public road, street, alley, and/or sidewalk, regardless of whether such land has been opened or improved for such use.

“Sidewalk cafe” means tables, seating, and other amenities such as umbrellas, landscaping or fencing adjacent to a lawfully operating business establishment in or on the public sidewalk, maintained by the owner of such establishment for the use of patrons of the business.

“Streatory” means the use of the public right-of-way, typically in a vehicle parking space, that has been designed to allow for food and beverage services.

“Traffic” means circulation or movement of vehicles, bicycles, and pedestrians. [Ord. 4912 § 2, 2023.]

Section 2. Chapter 4.14A.030 of the Ellensburg City Code, as last amended by Ordinance 4912, is hereby amended to read as follows:

4.14A.030 Right-of-way permits – Applications.

A. Permit Required. A right-of-way permit is required to use any portion of city right-of-way for streateries or parklets. Sidewalk cafe permits are issued separately pursuant to ECC 4.14A.070. This chapter does not include right-of-way construction permits required under Chapter 4.06 ECC.

B. Application – Permit. A completed “application for right-of-way (streatory/parklet) permit” must be submitted for any use of the right-of-way for streateries or parklets. Permits are issued for a maximum of one year. Once permitted, a permittee may apply for a new permit as set forth in subsection (D)(8) of this section. Permits shall not be renewed automatically. If there are more applicants for a city block than parking spaces permitted by this chapter, the permit(s) shall be selected based on when the application(s) was deemed complete by the director.

C. Complete Application. A permit application is deemed complete for the purposes of this section when it meets the submittal requirements of this chapter even though additional information may be required or subsequent permit modifications may occur. The determination of completeness shall not preclude the director from requesting additional information either at

the time of the determination of completeness or later if new information is required to complete review of the application or substantial changes in the permit application are proposed.

D. The application shall comply with the following requirements:

1. Payment of a \$50.00 nonrefundable application fee required for the administrative costs associated with the permit request process.
2. Submission of a narrative describing the proposed design of the streaterly or parklet, with a clear dimensional sketch including the width and height, and description of the location within the public right-of-way proposed for use. The boundary description shall also include the square footage of the request. ~~Any temporary structure greater than 200 square feet or enclosed on two or more walls requires a building permit.~~
3. Submission of a list of construction materials and colors (with color names and cutsheets).
4. The requested permit period (if less than one year).
5. No more than four parking stalls per block (including both sides) shall be used for any combination of streateries and parklets.
6. An application for a streaterly permit shall be submitted to the community development department. City review of an application will be completed within 30 days of receipt of a complete application and include review by other city departments and the fire marshal, as appropriate. The director may extend the review period when reasonably necessary because additional information is required from the applicant or to allow time to consider comments received per subsection (D)(7) of this section. The director may issue the streaterly permit with any conditions necessary that are consistent with the requirements of this chapter, or any other local or state law.
7. An application for a streaterly permit shall be published on the city's website and appropriate social media sites and provide notice to the public of an opportunity to comment on the application for a period of 10 days from posting of the application. Public comment shall be limited to the issue of whether the proposed streaterly meets the design criteria in ECC 4.14A.040. The director may, but is not required to, consider public comments when deciding whether to issue the streaterly permit and/or any conditions on the permit.
8. A streaterly or parklet permit application may be submitted no earlier than September 1st for use of the streaterly or parklet the following year (or portion thereof). Permits are valid for one year beginning January 1st each year.

9. Any streateries or parklet permitted under temporary regulations as of March 31, 2023, must be removed to allow for downtown street slurry work planned for mid-2023. Thereafter, the temporary permittee must comply with the design requirements of this chapter by submitting to the director the information required in subsections (D)(2) and (3) of this section. The director will notify the temporary permittee of their approval of the design or any required changes within 30 days of receipt of the information. [Ord. 4912 § 2, 2023.]

Section 3. “Chapter 4.14A.070 of the Ellensburg City Code, as last amended by Ordinance 4912, is hereby amended to read as follows:

4.14A.070 Sidewalk cafe permit.

Sidewalk cafes are subject to the following requirements:

A. Permit Required. A sidewalk cafe permit (“sidewalk use permit”) is required for use of a limited portion of city sidewalk area for the service of food and beverage (“sidewalk service area”) as an extension of the applicant’s business fronting directly upon said sidewalk. The sidewalk use permit allows for the placement of tables and chairs only, and related barriers when required in conjunction with the service of alcoholic beverages.

B. Application Required. A completed “sidewalk use permit” application must be submitted for any business use as a sidewalk service area as an extension of the applicant’s business fronting directly upon said sidewalk area. Application can only be made by the owner of such business.

1. Clear dimensional plans that depict the proposed location of all tables, chairs, and barriers (when required), as well as the location of all present fixed and movable objects located in or upon the affected sidewalk area shall be submitted with the application. The plans shall include specific measurements of all distances between the various tables, chairs, barriers, objects, curb and adjacent building or property line.

2. City review of an application will be completed within 30 days of receipt of a complete application and include review by other city departments and the fire marshal, as appropriate. The director may extend the review period when reasonably necessary because additional information is required from the applicant and may issue the sidewalk use permit with any conditions necessary that are consistent with the requirements of this chapter, or any other local or state law.

C. General Provisions.

1. Placement of tables, chairs, and any barriers must allow for a minimum of five linear feet of unobstructed passage for passersby between any table, chair or barrier and the outside edge of the sidewalk, and between any table, chair or barrier and any other object located in or upon the sidewalk.
2. Table Size Limitations. Tables may be circular, square, or rectangular only, and no side or diametrical dimension of such a table shall exceed 32 inches in length.
3. The maximum number of chairs authorized for use under this permit shall not exceed ~~twice the number of~~ four per tables ~~placed for use under this permit and~~ must be visible from inside the permittee's business.
4. There shall be a maximum of one table ~~and two chairs~~ for each 10 linear feet of the permittee's business fronting directly upon the sidewalk. If the business has a sidewalk frontage depth that would allow additional seating, and the seating can still be seen from the inside of the business and allows for a minimum of five linear feet required in 4.14A.070.C.1, the business is allowed additional tables.
5. All tables, chairs and barriers placed on the sidewalk under this permit must be directly visible from the interior of the business.
6. The allowed hours of use of the sidewalk service area shall be 7:00 a.m. to 10:00 p.m.
7. The placement, use and removal of all tables, chairs and barriers authorized by this permit shall be at no cost to the city.
8. A sidewalk cafe must be ADA-accessible. A wheelchair user must be able to access at least one seat at a table, unless the business has other dining that is ADA-compliant and available for customer use.
9. The permittee, and permittee's officers and employees, shall comply with all applicable local, state, and federal laws, ordinances and regulations.

D. Additional Provisions When Alcoholic Beverages Are Served in a Sidewalk Cafe Area. The permittee's use of the sidewalk cafe area identified may include the service of alcoholic beverages if the following additional provisions are satisfied:

1. The sidewalk cafe area shall have a perimeter barrier during all hours of use, and the barrier shall be at least 42 inches in height. The barrier shall consist of a physical structure, such as a folding metal gate or moveable fence, that bars movement between two areas. Barriers may not be affixed to the sidewalk, nor may the sidewalk be disturbed in any way.

2. Service of alcoholic beverages and use of the sidewalk service area must be in accordance with all applicable provisions of RCW Title 66 (“Alcoholic Beverage Control”) and WAC Title 314 (“Liquor and Cannabis Board”).

E. Fees. The fee for a sidewalk cafe is based on the number of tables placed on the city sidewalk. The annual fee shall be \$25.00 for each table authorized for use and the amount payable by the city for the leasehold excise tax assessed for the permit, due and payable at the time of issuance of the permit. There shall be no proration or refund of fees for only a portion of a year, regardless of the reason the use is for less than a full year.

F. Revocation and Removal.

1. A sidewalk cafe permit is nonassignable, revocable and may be terminated, revoked or suspended at the sole discretion of the city upon 30 days’ written notice. No vested rights shall accrue to the applicant hereunder.

2. Except in cases of emergency, in which case no prior notice need be given to revoke or suspend the use herein permitted, the city will give permit holder 30 days’ advance notice of the effective date of the termination, revocation or suspension of this permit.

3. Permittees are required to remove its property from the city’s sidewalk upon city termination, revocation or suspension of this permit. Permittee shall be liable for all costs of removal and storage incurred by city, and any unclaimed property will be deemed abandoned in accordance with applicable state law.

4. In the event the city suspends, revokes or terminates this permit, requiring removal of the permittee’s property, permittee shall not be entitled to any compensation.

G. The provisions of ECC 4.14A.090, 4.14A.100 and 4.14A.110 shall apply to sidewalk cafes. [Ord. 4912 §§ 1, 2, 2023; Ord. 4574 § 1, 2010. Formerly 4.14.170.]

Section 4. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. Corrections. Upon the approval of the City Attorney, the City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 6. 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 6th day of November 2023.

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. 4930 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4930 was published as required by law.

BETH LEADER



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4932 (first reading) - Amending ECC 1.01.010 to Provide for Republication of the Ellensburg City Code by Municode (Public Comment Opportunity)

Submitted by: Terry Weiner, City Attorney/Assistant City Manager

Department: City Attorney

Suggested Motion/Action:

Move to conduct first reading for Ordinance 4932, amending ECC 1.01.010.

Background/Summary:

The Ellensburg City Code is published both in a bound, hard copy and online by Code Publishing Company. In conjunction with the recent change switching the City's agenda software to CivicClerk, a product of CivicPlus (our website publisher), City staff evaluated other options to publish the Ellensburg City Code (ECC). Municode is the code publisher for many Washington cities and used throughout the United States. Municode was acquired by CivicPlus in 2021, and many of its features can be integrated into our website for greater efficiency of use by both staff and the public.

Previous Council Action:

None.

Analysis:

In addition to Code Publishing Company, the current publisher of the ECC, Municode is one of the other major publishers of city and county ordinances in Washington and elsewhere. Municode, however, can offer better integration with our website since it is now part of the CivicPlus family of software products. Switching to Municode will also enhance the efficiency of using the code and allow for targeted search capabilities on the City website. In addition, the City will be able to upload newly adopted ordinances to Municode to keep the online code updated on a much more timely basis. Users will also be able to retrieve the actual ordinance referenced in the ECC rather than going through a separate search on the City's website.

A contract was signed with Municode earlier this year, followed by Municode's preparation of a draft code for review by City staff. The review is now complete. The proposed ordinance revises ECC 1.01.010 to designate Municode as the City's code publisher effective December 1, 2023.

Financial Impact:

Annual billing by Code Publishing varied depending on the volume of the City's ordinances

required to be updated in the ECC each year. Municode's services are provided at a fixed annual rate, which is anticipated to be roughly equivalent to the budgeted amount for Code Publishing for the remainder of this year and 2024. No budget adjustment is being requested at this time.

Budget Adjustment: No

Attachments:

1. Ordinance 4932 - Municode Republication of City Code

ORDINANCE NO. 4932

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO CHAPTER 1.01 “CODE ADOPTION,” AND AMENDING SECTION 1.01.010 OF THE ELLENSBURG CITY CODE.

WHEREAS, Ordinance No. 2573, adopted in 1965, constituted a codification of the ordinances of the City of Ellensburg, and publication thereof in a volume entitled “City of Ellensburg City Code”; and

WHEREAS, Ordinance 4472, adopted in 2007, established the Code Publishing Company of Seattle, Washington as the City’s publisher to compile, edit and publish the Ellensburg City Code; and

WHEREAS, it is the desire of the City of Ellensburg to continue with the present codification of the City’s ordinances, without effecting any significant change other than in the format and availability of the Ellensburg City Code, which will continue to be in a written published format as well as in an electronic format available on the City’s website; and

WHEREAS, City staff has recommended that the Ellensburg City Code publisher be changed to Municode of Manhattan, Kansas;

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

Section 1. Section 1.01.010 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4472, is hereby amended to read as follows:

Pursuant to the provisions of RCW 35.21.500 through 35.21.570, there is adopted the “City of Ellensburg City Code,” as compiled, edited and published by ~~Code Publishing Company, Seattle, Washington~~ Municode, a division of CivicPlus, Manhattan, Kansas. [Ord. 4472 § 1, 2007; Ord. 2573 § 1, 1965.]

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, following its passage, approval and publication, on December 1, 2023.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 20th day of November, 2023.

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. 4932 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4932 was published as required by law.

BETH LEADER



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2023-29 - Update of the City Council Rules of Procedure (Public Comment Opportunity)
Submitted by: Terry Weiner, City Attorney/Assistant City Manager
Department: City Attorney

Suggested Motion/Action:

Move to adopt Resolution 2023-29, updating the City Council Rules of Procedure.

Background/Summary:

The Rules and Procedures for the Ellensburg City Council (Council Rules) were last amended in December 2022. At its October 2, 2023 meeting, City Council expressed interest in revising the rules pertaining to the requirement for persons providing comments to Council to provide their address. In addition, staff is proposing revisions/additions to other sections of the Council Rules to bring them up to date.

Previous Council Action:

The Council Rules were last revised by adoption of Resolution 2022-45 at the December 19, 2022 City Council meeting.

Analysis:

At its October 2, 2023 meeting, staff presented a request to City Council to remove the requirement in Council Rule 7.1(c) that members of the public wishing to address City Council state their "name and address . . ." after being recognized to speak by the Mayor. After discussion, Council directed staff to update this rule while still allowing the requirement for matters where an address might be required, such as public hearings.

In addition, staff is bringing forward the following additional updates:

- Revising Sections 1.7 (Remote Attendance for Councilmembers) and 10.7 (Hybrid Meetings for Committees, Boards and Commissions, renumbered to 10.8) to require that councilmembers, committee, board and commission members keep their video camera turned on during their meetings unless they cannot do so for technological reasons.
- Adding a new Section 10.7, Council Liaisons to Committees, Boards and Commissions, to provide how council liaisons are assigned and the scope of their responsibilities.

The proposed revisions are shown in underline and strikeout language, and are highlighted in the attached resolution.

Financial Impact:

None.

Budget Adjustment: No

Attachments:

1. Resolution 2023-29-Council Rules and Procedures (legislative version 11-06-23)

RESOLUTION NO. 2023-29

A RESOLUTION relating to the Ellensburg City Council, replacing the Rules and Procedures for the Ellensburg City Council, and repealing Resolution No. 2022-45.

WHEREAS, Resolution 2022-45 updated the "Rules and Procedures for the Ellensburg City Council" (Council Rules); and

WHEREAS, the City Council has determined the Council Rules should again be updated;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ellensburg, Washington, as follows:

Section 1. This Resolution supersedes and replaces City Council Resolution No. 2022-45, which is hereby repealed.

Section 2. The Rules and Procedures for the Ellensburg City Council, attached to this Resolution, are hereby adopted and are effective immediately upon passage of this Resolution.

ADOPTED by the City Council of the City of Ellensburg this 19th day of December, 2022.

Mayor

Attest:

City Clerk

City of Ellensburg
City Council Rules of Procedure
November 6, 2023

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1. General Rules

1.1 **Authority.** The Ellensburg City Council hereby establishes the following procedures for the conduct of Council meetings, proceedings, and business. These procedures shall be in effect upon adoption by the Council and until such time as they are amended or new procedures are adopted in the manner provided in these rules.

1.2 **Meetings to be Public.** The meetings of the Council shall be open to the public with the exception of executive or exempt sessions for certain limited topics (as defined in Chapter 42.30 RCW). The Council minute book shall be open to public inspection.

1.3 **Quorum.** A majority of four councilmembers shall be required to be in attendance to constitute a quorum at any regular or special meeting of the Council. In the absence of a quorum, the Mayor or Mayor pro tempore, at the instance of any three (3) members present, may compel the attendance of absent members.

1.4 **Roll Call - Absences.** Before proceeding with the business of the Council, the City Clerk or his or her deputy shall call the roll of the members, and the names of those present shall be entered in the minutes. A Councilmember may be excused from the meeting by contacting the Mayor prior to the meeting and stating the reason for his or her inability to attend the meeting. If the Councilmember is unable to contact the Mayor, the Councilmember shall contact the Mayor pro tempore, the City Clerk or Deputy City Clerk, who shall convey the message to the Mayor. The Mayor shall inform the Council of the Councilmember's absence, state the reason for such absence and inquire if there is a motion to excuse the member. Upon passage of such motion by a majority of Councilmembers present, the absent Councilmember shall be considered excused and the Clerk will make an appropriate notation in the minutes. If the motion is not passed, the Clerk will note in the minutes that the absence is unexcused.

1.5 **Records of Council Proceedings.** The City Clerk shall record all business transacted at a Council meeting. In recording Council minutes, the Clerk, in addition to the names of the Councilmembers in attendance, shall record the names of all city officials or employees in attendance at the Council meeting and all persons who

have addressed the Council.

1.6 **Right of Floor.** Any Councilmember desiring to speak shall be recognized by the presiding officer and shall confine his or her remarks to one subject under consideration or to be considered. Minutes of all proceedings of the Council shall be kept by the City Clerk and shall be entered in a book constituting the official record of the Council.

1.7 **Remote Attendance.** Councilmembers may appear at a Council meeting via video conferencing or telephone ("remote attendance") when approved by the Mayor or Mayor pro tempore, or if remote attendance is required by reason of legislative or governor's proclamation/order, or other emergency order enacted by Council.

Councilmembers attending remotely must keep their video camera turned on during the meeting unless they are unable to do so because of technical infeasibility (e.g., poor or no internet connection, no video camera available, etc.).

1.8 **Rules of Order.** *Robert's Rules of Order Newly Revised* shall be the guideline procedures for the proceedings of the Council. If there is a conflict, these rules shall apply.

2. Types of Meetings

2.1 Regular Meetings. The City Council shall hold regular meetings on the first and third Mondays of each month at 7:00 p.m. and will adjourn no later than 11 p.m. To continue past this time of adjournment, a majority of the Council must concur. If the day fixed for any regular meeting of the Council falls upon a day designated by law as a legal or national holiday, such meeting shall be held at the same hour on the next succeeding day not a holiday. The Council may reschedule regular meetings to a different date or time by motion. The location of the meetings shall be the Council Chambers at City Hall, 501 N. Anderson Street, unless specified otherwise by a majority vote of the Council, legislative proclamation, governor's proclamation/order, or other emergency order. All regular and special meetings shall be public.

2.2 Special Meetings. The City Clerk, upon request of the Mayor or by a majority of the Council shall call special meetings of the Council for the purpose of conducting official action. Notice shall be given at least 24 hours in advance as required by RCW 42.30.080. Notice may be provided to each member of the Council by telephone, e-mail, regular mail or otherwise, of the special meeting.

2.3 Study Session and Workshops. The Council may meet informally in study sessions and workshops (open to the public), at the call of the Mayor or by a majority of the Council, to review forthcoming programs of the city, receive progress reports on current programs or projects, receive other similar information from city department heads or conduct procedures workshops, provided that all discussions and conclusions thereon shall be informal and do not constitute final action of the Council.

2.4 Emergency Meetings. An emergency meeting is a Special Council meeting called without 24-hour notice. An emergency meeting deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage ~~when~~ time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the Mayor as provided by RCW 42.30.070. The Council minutes will indicate the reason for the emergency.

2.5 Executive Sessions. An executive session is a Council meeting that is closed except to the Council, City Manager, City Attorney and authorized staff members and/or consultants authorized by the Mayor. The public is restricted from attendance. Executive sessions may be held during Regular or Special council meetings and will be announced by the Mayor.

a. Executive Session subjects are limited to matters authorized pursuant to Ch. 42.30 RCW, including but not limited to considering real property acquisition and sale, public bid contract performance, complaints against public officers and employees, public employment applications and public employee evaluation, elective office appointments, and attorney-client discussions regarding agency enforcement actions, litigation, or threatened litigation.

b. Before convening in executive session, the Presiding Officer shall publicly announce the purpose for excluding the public from the meeting place, the anticipated time when the executive session will be concluded, and whether any action is anticipated to be taken following the executive session. Should the executive session require more time, a public announcement shall be made extending the meeting for a time certain. Should the executive session end prior to the time specified, Council may reconvene to formally adjourn, if appropriate. If action is required, the Council may not take action until the specified time has lapsed.

c. At the conclusion of the executive session, if appropriate, the public meeting will reconvene to formally adjourn the meeting, for taking action on the item resulting from the executive session if properly noticed, or to continue the meeting.

2.6 Council Contact Outside an Official Meeting. Generally, Councilmembers have the same freedoms of association as any other citizen. Councilmembers must take great care when present at the same social, unofficial functions, or in any public setting to refrain from engaging in any activity which could be interpreted as de facto deliberation or action on a matter of city business.

3. Conduct of Meetings

3.1 **The Mayor – Election.** The Mayor shall act as the presiding officer of the Council and shall be elected biennially at the first meeting of a new Council by the members from their membership, or otherwise when there is a vacancy in the position. The Mayor shall assume the chair immediately after his or her election. In the absence of the Mayor, the Mayor pro tempore shall act as the presiding officer. In the absence of both the Mayor and Mayor pro tempore, the Council shall elect a presiding officer to preside over the meeting or to act for the Mayor in his or her absence.

3.2 **Call to Order.** The presiding officer shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the Council to order. In the absence of the Mayor and the Mayor pro tempore, the City Clerk or his or her assistant shall call the Council to order, whereupon a temporary presiding officer shall be elected by the members of the Council present. Upon the arrival of the Mayor or Mayor pro tempore, the temporary presiding officer shall immediately relinquish the chair upon the conclusion of the business immediately before the council.

3.3 **Preservation of Order.** The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Council, as set forth by Rules 6 and 7. The presiding officer may request the Sergeant-at-Arms to enforce actions consistent with this rule pursuant to Rule 7.4.

3.4 **Points of Order.** The presiding officer shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be "Shall the decision of the Presiding Officer be sustained?"

3.5 **Questions to be Stated.** The presiding officer shall state every question coming before the Council, announce the decision of the Council on all subjects and decide all questions of order, subject to, however, to an appeal to the Council, in which event a majority vote of the Council shall govern and conclusively determine such question of order. A roll call vote may be taken on any question.

3.6 **Mayor – Powers.** The Mayor shall vote on all questions, his or her name being called last. He or she shall sign all ordinances and resolutions adopted by the

Council during his or her presence. In the event of the absence of the Mayor, the Mayor pro tempore or presiding officer shall sign ordinances or resolutions as then adopted.

3.7 **Reading of Minutes.** Unless a reading of the minutes of a Council meeting is requested by a member of the Council, such minutes may be approved without reading if the Clerk has previously furnished each member with a copy of the minutes.

4. Order of Business and the Agenda. All meetings of the Council shall be open to the public. Promptly at the hour specified herein on the date of each regular meeting, the members of the Council, the City Clerk, City Attorney, and City Manager shall be present for the meeting and the business of the Council shall be taken up for consideration and disposition in the following order:

4.1 Flag Salute.

4.2 Call to Order - Roll Call. The presiding officer calls the meeting to order and will announce the attendance of Councilmembers, indicate any Councilmember who is not in attendance and whether the Councilmember has requested an excused absence. Excused absences will be handled as stated in Rule 1.4.

4.3 Proclamations. A proclamation is defined as an official announcement made by the Mayor. It is the policy of the City Council for the Mayor to consider requests to proclaim certain events or causes when such proclamations pertain to a City of Ellensburg event, person, organization, or cause with local implications. The Mayor will consider requests that are timely, have potential relevance to the Ellensburg community, and either forward positive messages and/or call upon the support of the community. The Mayor will choose proclamations to read at a Council meeting subject to the following guidelines. The Mayor may act on requests for proclamations without a vote of the City Council. In addition:

a. The person(s) or organization making the request must submit a completed Application Requesting a City Proclamation and submit a copy of the proposed Proclamation to the City Clerk's office at least thirty calendar days before the proclamation is desired.

b. The sponsor must be a city resident.

c. Proclamations must have citywide significance and demonstrate relevancy to Ellensburg.

d. Proclamations should have a positive message and should not promote political, ideological or religious positions.

e. The Mayor shall not recognize groups or individuals who seek economic benefit by endorsement or for-profit commercial events or endeavors.

f. The City retains the right to modify, edit, or otherwise amend the proposed proclamation to meet its requirements, needs, or policy determinations. The proclamation shall not exceed one page of text.

g. The Mayor may consult with City Boards, Commissions or other subject matter experts when considering appropriate proclamation language.

h. The Mayor retains the right to limit the number of proclamations at a City Council meeting.

i. The Mayor, in consultation with the City Manager and City Attorney, will determine if the proposed proclamation meets the intent of this policy

4.4 Awards and recognitions.

4.5 Approval of regular agenda.

a. The presiding officer may, with the concurrence of the Councilmembers by majority vote, take agenda items out of order. The agenda may be amended upon majority vote of the Councilmembers.

b. Because adoption of any item on the consent agenda, as provided in Rule 4.6, implies unanimous consent, any member of the Council shall have the right to remove any item from the consent agenda. Therefore, prior to the vote on the motion to adopt the regular agenda, the presiding officer shall inquire if any Councilmember, or any member of the public with concurrence of a Councilmember wishes an item to be withdrawn from the consent agenda. If an item is withdrawn, it shall be placed at an appropriate place on the regular agenda for the current or a future meeting, to be followed by a motion to approve the regular agenda, as amended, by the item's removal from the consent agenda.

4.6 Consent agenda. The consent agenda is designed to contain items which are of a routine and non-controversial nature, including, but not limited to the following: minutes from Council, commission, and committee meetings; excused absence requests from Councilmembers; letters of resignation; approval of appropriations;

resolutions which do not involve significant policy issues; routine contracts; labor agreements; and certain administrative actions, such as consideration of banner requests and such other items as may be requested for inclusion by Council or by the City Manager and approved by Council. Any and all items on the consent agenda are approved by single motion and vote of the City Council.

4.7 Petitions, protests, and communications.

4.8 Citizen comment on non-agenda issues.

4.9 Business requiring public hearings.

4.10 Introduction and adoption of resolutions and ordinances.

4.11 Unfinished business.

4.12 New business.

4.13 Miscellaneous.

4.14 Executive session.

4.15 Adjournment. The presiding officer shall adjourn Council meetings upon the conclusion of the agenda.

5. Agenda Preparation

5.1 Preparation. The City Clerk will prepare an agenda packet for each Council meeting and work session specifying the time and place of the meeting and setting forth a brief general description of each item to be considered by the Council. The agenda is subject to review and approval by the City Manager and Mayor (or Mayor pro tempore when acting in the absence of the Mayor), either of whom may add or delete any proposed agenda item for reasons of ensuring council meeting efficiency or for reasons that are in the best interests of the City.

5.2 Placement of Agenda Items. An item may be placed on a Council meeting agenda by any of the following methods: 1) approval of the City Manager; 2) approval of the Mayor; 3) upon request of any Councilmember prior to preparation of the agenda; or 4) upon request of any Councilmember and approval by majority vote during the Councilmember Reports portion City Council meetings, in which case the item shall be placed on the agenda for the next regular Council meeting.

5.3 Completion. Agenda items will be completed by the appropriate City department staff and submitted to the City Clerk for finalizing by 10 a.m. on the Wednesday prior to the following Council meeting. The "agenda report" form will be used for all items submitted for a meeting agenda of committees, regular or special meetings, and work sessions.

5.4 Availability. An agenda shall be prepared and provided to the Council and available to the public on the Thursday prior to each meeting. Public availability shall include posting on the City website, distribution by email to an established mailing list and copies provided in the City Hall and Ellensburg Public Library lobbies.

5.5 Agenda Retention. The City Manager will prepare and keep current a calendar of agenda items for all Council regular and special meetings, work sessions, and committee meetings.

6. Comments and Debates of the Council

6.1 Rules of Debate. Presiding Officer May Debate and Vote. The Mayor, or such other member of the Council as may be acting as presiding officer, may move, second and debate from the chair, subject only to such limitations of debate imposed by these rules on all members. Neither the Mayor nor any Councilmember shall be deprived of any of the rights and privileges of a Councilmember by reason of his or her acting as the presiding officer.

6.2 Getting the Floor – Improper References to be Avoided. Every Councilmember desiring to speak shall address the presiding officer and, upon recognition, shall confine his or her comments to the question under debate, avoiding all personalities and indecorous language.

6.3 Interruptions. A Councilmember, once recognized, shall not be interrupted when speaking unless it is to call him or her to order, or as herein otherwise provided. If a Councilmember, while speaking, is called to order, he or she shall cease speaking until the question of order is determined, and, if in order, he or she shall be permitted to proceed.

6.4 Courtesy. All staff and Councilmembers during the discussion, comments, or debate of any matter or issue, shall address their remarks to the presiding officer, be courteous in their language and deportment, and shall not discuss or comment on personalities, or indulge in derogatory remarks or insinuations in respect to any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are germane and relevant to the question or matter under discussion.

6.5 Privilege of Closing Debate. The Councilmember making the motion shall have the privilege of closing the debate.

6.6 Motion to Reconsider. A motion to reconsider must be made by a person who voted with the majority on the principal question and must be made at the same or succeeding regular meeting. It may be seconded by any member and may be made at any time and have precedence over all other motions or while a member has the floor

and shall be debatable. Nothing herein shall be construed to prevent any member of the Council from making or remaking the same or any other motion at a subsequent meeting of the Council.

6.7 Remarks of Councilmember – When Entered in Minutes. A

Councilmember may request, through the presiding officer, the privilege of having an abstract of his or her statement on any subject under consideration by the Council entered in the minutes. If the Council consents to the request, the statement shall be entered in the minutes.

6.8 Synopsis of Debate – When Entered in Minutes. The Clerk may be directed by the presiding officer, with consent of the Council, to enter a synopsis of the discussion on any question coming before the Council into the minutes.

7. Duties and Privileges of Citizens

7.1 Meeting Participation and Addressing the Council. Members of the public are welcome at all Council meetings and are encouraged to provide comments and testimony on matters including agenda items, non-agenda items, and public hearings prior to the deliberations of the Council. Any person desiring to address the Council shall adhere to the rules below:

a. 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.

b. All remarks shall be addressed to the Council as a body and not to any individual member thereof. No question shall be asked of a Councilmember or staff except through the presiding officer.

c. Prior to speaking, members of the public shall first obtain recognition by the presiding officer by raising their hand for in-person attendance and “virtual hand” if remotely attending the meeting, and once recognized shall state their name, and address whether they live in the City of Ellensburg, Kittitas County, or elsewhere, and whether they are speaking in as an individual or in a representative capacity. An address may be required when providing public comment for specific instances when needed for staff to contact the speaker, such as public hearings.

d. When addressing the Council, members of the public are urged to speak in an audible and articulate tone of voice for the record.

7.2 Public Comment on Matters Before the Council. Members of the public may address the Council on any matter which concerns the City's business or over which the Council has control during the comment portion of the agenda item subject to the following:

a. Agenda Items.

1. Members of the public may comment on items on the City Council agenda which are not adjudicatory or administrative in nature.

2. Members of the public shall limit their remarks to three (3) minutes unless additional time is granted by the presiding officer.

b. Non-Agenda Items.

1. Members of the public wishing to speak are requested to sign a register maintained by the City Clerk in advance of the Council meeting or raise their “virtual hand,” as directed, if attending the meeting remotely.

2. Members of the public may address the Council on any matter not on the agenda which concerns the City’s business or over which the Council has control.

3. Members of the public shall limit their remarks to three (3) minutes. Time may not be shared between members of the public in order to speak longer than three (3) minutes each.

4. No action will be taken by the Council at the meeting during which the subject is introduced.

c. Public Hearings.

1. For legislative hearings, any member of the public may comment or provide testimony.

2. For quasi-judicial or appeal hearings, comments will be limited to persons who participated in the proceedings prior to the City Council public hearing, as established by the record below.

3. Members of the public shall limit their remarks to five (5) minutes unless additional time is granted by the presiding officer.

d. “Out of Order” Comments and Enforcement. Any person engaging in conduct that disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting, including but not limited to: unduly repetitive or irrelevant remarks; use of intimidating, threatening, or abusive language; disobedience of an order to be seated or to discontinue further comments; and/or engaging in violent behavior, will be deemed out of order and may, at the discretion of the presiding officer or upon a majority vote of the Council, be removed from the Council Chamber and/or have his or her virtual

microphone muted.

7.3 **Written Communications.** Interested parties, or their authorized representatives, may address the Council through written communications, including email, in regard to matters under discussion. Communication should be directed to the City Clerk or to Councilmembers directly.

7.4 **Designation of Sergeant-at-Arms.** The presiding officer may designate the Chief of Police or such member of members of the Police Department as a Sergeant-at-Arms for the purpose of maintaining order and decorum at Council meetings. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meetings.

8. Council Actions. The following actions may be considered at Council meetings:

8.1 **Ordinances.** "Ordinances" are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance.

8.2 **Resolutions.** "Resolutions" are adopted to express Council policy or to direct certain types of administrative action. They have the same effect as a motion, but in a written form. A resolution may be changed by adoption of a subsequent resolution.

8.3 **Motions.** "Motions" are official Council actions which do not require prior documentation in writing. They often are the Council authorizing action (e.g., signing an agreement by the Mayor) or to provide direction to staff to prepare an item for future consideration.

8.4 **Protests of Council Action.** Any Councilmember shall have the right to have the reasons for his or her dissent from, or protest against, any action of the Council entered in the minutes.

9. Ordinances, Resolutions and Motions.

9.1 Preparation of Ordinances. All ordinances shall either be prepared by the City Attorney or submitted to the him or her for review prior to presentation to the Council.

9.2 Prior Review by Administrative Staff. All ordinances and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney and shall have been reviewed for administration by the City Manager or the Manager's authorized representative, where there are substantive matters of administration involved.

9.3 Introducing for Passage or Approval.

a. Ordinances, resolutions, and other matters or subjects requiring action by the Council must be introduced and sponsored by a member of the Council; provided, however, such items may be presented to the Council by the City Manager or City Attorney, or such City staff as may be designated by the City Manager. Any Councilmember may assume sponsorship of an item of business submitted by the City Manager or City Attorney by moving that it be introduced; otherwise, the item shall not be considered.

b. No ordinance shall be put on its final passage on the same day on which it was introduced unless this rule is waived as provided by Rule 9.7 and not otherwise prohibited by state law from final passage in a single meeting. Where such a motion to waive this Rule 9.3(b), as provided in Rule 9.7, is approved, the ordinance may then be adopted through a single reading followed by a roll call vote.

c. All ordinances shall have two separate readings, each of which readings may be accomplished by a reading of the title paragraph only: provided, however, any or all of the readings may be required to be accomplished by a reading of the full text of the proposed ordinance if the rules are waived as provided by Rule 9.7 to require such readings of the full text. When such a reading of the full text is required, upon a vote of a majority of the Council members present, it shall not be necessary to read excessive detail set forth in a particular ordinance, including but not limited to legal

descriptions of land areas, and in lieu thereof an oral statement summarizing the contents so omitted may be made by the presiding officer, or by the City Clerk or other recording secretary if so directed by the presiding officer.

d. No ordinance shall relate to more than one subject and that subject shall be clearly summarized in its title paragraph. No ordinance or section thereof, or City Code section, shall be amended unless the title paragraph of the amendatory ordinance indicates that the ordinance, or a part thereof, is amendatory.

e. The vote on amendments to a proposed ordinance may occur at any time prior to its final adoption; provided, that in the case of any ordinance which under state law cannot be adopted at the same meeting in which it is introduced, the ordinance as amended shall not be finally voted upon until the next regular council meeting.

f. All ordinances introduced for the purpose of amending, in whole or in part, any existing City Code title, chapter, section, or subsection, shall state the number of such provisions, together with a reference to the ordinance or ordinances and the sections thereof from which the code provisions were most recently codified. Any such amendatory ordinances shall state how the pertinent City Code provisions shall be amended to read thereafter, and any so stated amended language of any such code provisions shall be deemed and shall constitute sufficient compliance with any other statutory or ordinance requirement that all ordinances, or sections or subsections thereof be set forth in full.

9.4 Resolution. A resolution may be approved on the same day it is introduced. While it is not necessary to have the title of a resolution read aloud, Council may invoke the two reading procedures described above to facilitate public understanding and/or comment on the resolution. If Council invokes the two reading procedures, a Councilmember may request that the entire resolution or certain sections be read, and such request shall be granted and the City Clerk shall read as requested.

9.5 Voting and Motions.

a. Consensus Voice Votes. When a formal motion is not required on a

Council action or opinion, a consensus voice vote will be taken except that any Councilmember may require the vote of each Councilmember be recorded. The presiding officer will state the action or opinion. The Council as a group will indicate concurrence or non-concurrence. Silence of a Councilmember during a voice vote shall be recorded as a vote with the prevailing side, except where such a Councilmember abstains because of a stated conflict of interest or appearance of fairness.

b. Motions. No motion shall be entertained or debated until duly seconded and announced by the presiding officer. The motion shall be recorded and, if desired by any Councilmember, it shall be read by the Clerk before it is debated and, by the consent of the Council, may be withdrawn at any time before action is taken on the motion.

c. Votes on Motions. Each member present shall vote or abstain on all questions put to the Council except on matters in which he or she has a conflict of interest. If a conflict of interest exists for a councilmember, such member shall announce their conflict and abstention from voting prior to any discussion of the matter, and shall be prohibited from participating in discussion of the matter. A roll call vote shall be taken on the adoption of all ordinances and on motions to suspend rules. The order of voting shall be alphabetically according to the surnames of the Council members, except that the presiding officer shall vote last.

d. Abstention from Vote. Any Councilmember who abstains from voting will not have his or her abstention counted or tallied with the votes of the Council on the question or matter under consideration, which must pass by a majority of those Councilmembers who voted.

9.6 **Filing with Clerk.** All reports, petitions, ordinances and resolutions shall be filed with the Clerk and entered into the minutes.

9.7 **Waiver of Rules/Effect.** Except as otherwise provided by law, any rule established by this chapter may be waived upon an affirmative vote of five members of the City Council. No action taken by a Councilmember or by the Council, which is not in compliance with these rules but which is otherwise lawful, shall invalidate such

Councilmember's or Council action, or be deemed a violation of the oath of office, misfeasance or malfeasance. These rules do not grant rights or privileges to members of the public or third parties.

10. Creation of Committees, Boards and Commissions.

10.1 Citizen Committees, Boards and Commissions. The Council may create committees, boards and commissions to assist in the conduct of the operation of city government with such duties as the Council may specify consistent with the Ellensburg City Code.

10.2 Types of Committees. There shall be two types of committees in the City of Ellensburg:

a. Standing Committees. Such committees are established to conduct business delegated by the legislative body and may be authorized by either state statute or city ordinance. An example would be the Utility Advisory Committee.

b. Citizen Advisory Committees. Such committees are formed to promote citizen participation on a particular subject and provide guidance on community views on a subject.

c. Special Committees. All special committees shall be appointed by the presiding officer, unless otherwise directed by the Council.

10.3 Membership and Selection. Membership and selection of members shall be as provided by the Council if not specified otherwise in the Ellensburg City Code or state law. The Mayor makes all other appointments, subject to confirmation by the City Council, at an open public meeting. No committee so appointed shall have powers other than advisory to the Council or to the Mayor except as otherwise specified in the Ellensburg City Code or state law. City Council seeks to create diverse and inclusive committees, boards and commissions, and strives to ensure that such committees, boards and commissions are representative of the entire Ellensburg community.

10.4 Attendance.

a. An aggregate of five absences for any committee, board or commission member per calendar year will be permitted. An excess of five unexcused

absences may result in the member forfeiting his or her office, subject to the provisions of Rule 10.5.

b. No more than three consecutive member unexcused absences from regularly scheduled meetings will be permitted, with any excess absences resulting in potential forfeiture of office, subject to the provisions of Rule 10.5, unless such consecutive absences are excused by the board or commission in an open public meeting.

10.5 Removal of Members of Committees, Boards and Commissions. A committee, board or commission may, by majority vote, recommend to the city council that an appointed member be removed for reasons stated in Rule 10.4 or any other reasonable grounds that include, but are not limited to inefficiency, neglect of duty, or an unlawful act. Council shall consider the recommendation as provided in ECC 1.12.060.

10.6 Formal Reports of Committee, Boards and Commission. All committees, boards and commissions shall make their formal reports in writing.

10.7 Council Liaisons to Committees, Boards and Commissions.

a. Councilmembers may be assigned as liaisons to City Committees, Boards and Commissions on a voluntary basis.

b. Council liaisons shall serve for the purpose of providing a constructive relationship between the City Council and the advisory body without implying direction, review, or oversight of the activities of the advisory body. In general, liaisons should not participate in committee, board or commission meetings where they serve a liaison, and must exercise particular care when attending quasi-judicial public hearings to avoid an Appearance of Fairness doctrine violation.

c. This Rule shall not limit a Councilmember's full participation as a member of a committee, board or commission that was not created by the City.

10.7 10.8 Hybrid Meetings. Unless otherwise prohibited by legislative or governor's proclamation/order, or other emergency order, all committee, board and commission meetings shall be held both in-person at a City-owned facility and hosted remotely through videoconferencing technology. Committee, board and commission

members shall be allowed to any meeting remotely as provided in ECC 1.12.120
1.12.100. Committee, board or commission members attending a meeting remotely
must keep their video camera turned on during the meeting unless they are unable to
do so because of technical infeasibility (e.g., poor or no internet connection, no video
camera available, etc.).

11. Internet & Electronic Resources – Equipment Use.

11.1 Policy. It is the policy of the City Council that Internet and electronic resources equipment use by Councilmembers shall conform to and be consistent with the requirements of City of Ellensburg Personnel Policies Manual Section 9.6, "COMPUTER SYSTEM, INTERNET AND E-MAIL USE POLICIES," adopted hereby and incorporated herein by this reference.

11.2 Use of Electronic Communication and Internet during Council Meetings. Councilmembers will avoid accessing, responding to, or sending any electronic message (text, e-mail, instant message, social media etc.) during Council meetings, whether such communication involves a citizen or other Councilmember. Such communication could be construed as inviting or receiving public comment, or engaging in a non-public discussion, regarding Council business, which should be conducted in an open meeting. Likewise, Councilmembers will avoid any browsing of the Internet of non-City business during Council meetings in order that Council's full attention can be given to the topic at hand.

11.3 Public Records. All letters, memoranda, interactive computer communication or other forms of electronic communication involving City Councilmembers and members of advisory boards and commissions, the subject of which relates to the conduct of government or the performance of any governmental function, with exceptions stated by the Public Records Act (Ch. 42.56 RCW), are public records.

11.4 Open Public Meetings. In most cases, the Washington Open Public Meetings Act (OPMA) applies to electronic communications, which can include e-mail, instant messaging, texting or other methods that allow electronic interaction. Interactive e-mail or text discussions among a quorum of a governing body, whether shared concurrently or serially, regarding a matter which will come to the body for a vote is a "meeting" under the OPMA. The same result would apply to an interactive discussion among a quorum of Councilmembers conducted in any electronic format. Further, electronic communication should not be used to form a collective decision of the

Council.

11.5 Public Records and Open Public Meetings Act Training. All newly elected or appointed Councilmembers shall complete basic training in public records and the Open Public Meetings Act (OPMA) within 90 days of taking the oath of office. Refresher training must be taken no later than every four years thereafter.

11.6 The Appearance of Fairness Doctrine. The Appearance of Fairness Doctrine applies if an electronic communication to or from the Mayor or Councilmembers relates to a quasi-judicial matter that will come before Council for a decision (e.g., appeals from land use hearing examiner decisions). As with any ex parte communication about a quasi-judicial matter, the Mayor or Councilmember who receives the e-mail should:

- a. Advise the sender that on advice of the City Attorney, he or she may not comment outside a public meeting on a pending matter before Council and that the sender's e-mail will be included in the public record on the matter.
- b. Immediately forward the communication to the City Manager for inclusion in the public record of the matter.
- c. Disclose on the record in the public hearing or meeting on the matter that the communication has been received and is in the record.

11.7 Electronic Communications.

a. Electronic communication should be used cautiously when seeking legal advice or to discuss matters of pending litigation or other confidential City business. In general, electronic communication is discoverable in litigation, and even deleted electronic communication is not necessarily removed from the system. Confidential electronic communications should not be shared with individuals other than the intended recipients, or the attorney-client privilege protecting the document from disclosure may be waived.

b. As a cautionary note, if an elected public official uses his or her personal home computer to send electronic communications dealing with City business, the electronic communications and electronic records may be subject to discovery

demands and public disclosure requests. That possibility amplifies the need for caution in how one uses electronic communication for City business.



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: 2023 Third Quarter Financial Status and Investment Reports
(Public Comment Opportunity)
Submitted by: Jerica Pascoe, Finance Director
Department: Finance

Suggested Motion/Action:

Move to accept the 2023 Third Quarter Financial Status and Investment Reports as presented.

Background/Summary:

Attached are the 2023 Third Quarter Financial Status and Investment Reports for the period ending September 30, 2023. The 2023 Third Quarter Financial Status report represents General Fund status, Governmental fund type tax revenues, and citywide revenues and expenditures. The City's Financial Management Policy provides that Council will receive updated information relating to the City's Financial Reports on a quarterly basis.

Previous Council Action:

The 2023 Third Quarter Financial Status and Investment Reports were presented to the Finance Committee at the October 26, 2023 meeting.

Analysis:

Key items – 2023 Third Quarter:

- General Fund revenues are expected to exceed budget while expenditures are expected to come in below budget. (Table 1, Page 1)
- Revenue remitted from State of Washington Sales Tax Activity is up 3% over 3rd quarter 2022 (Table 2, Page 2)
 - City Assistance was down 52%
 - Hotel/Motel Lodging was up 14%
 - Liquor Excise Tax was up 11%
 - Local Criminal Justice was up 8%
 - Marijuana Excise Tax was up 4%
 - Motor Vehicle Fuel Tax (MVFT) was up 3%
 - Public Safety was up 6%
 - Public Transportation Tax was up 2%
 - Sales & Use Tax was up 2%
- Year-End tax revenue - 3.14% above budget. (Table 3, Page 3)
 - Sales tax revenue 4.53% above budget. (Table 3, Page 3)
 - Local Criminal Justice .1% – \$77,175 or 11.9% above budget (Table 4, Page 4)
 - Retail Sales for Public Transit .2% - \$65,221 or 4.6% above budget
 - Retail Sales for Public Safety .3% - \$195,207 13% above budget

- Regular Retail Sales .85% – \$101,070 or 1.6% above budget
 - Retail Sales for Housing .1% – \$42,837 or 6% above budget
 - Retail Sales for Housing (State Credit) - \$0 or 0% above budget
- B&O Tax revenue - 6.55% above budget. (Table 3, Page 3)
- Other Tax revenue - 7.22% below budget. (Table 3, Page 3)
- Property Tax revenue - 0% above budget. (Table 3, Page 3)
- January through September 2023 sales tax receipts were 2.3% higher than January through September 2022 receipts. (Table 5, Page 5)
 - The majority of this increase was in Accommodation and Food Services.
- Utility tax revenues were 8.67% higher than 3rd quarter 2022. (Table 6, Page 6)
- General Fund *not including managerial funds* (Table 7, Page 7)
 - Revenues - \$609,909 above budget
 - Expenditures - \$2,004,088 below budget
- The total excess revenues over expenditures for all funds through the 3rd quarter was \$12.2 million, of which \$7.15 million of the excess is from the enterprise and internal service funds, in which rates are set to provide for replacement and capital projects. (Table 9, Page 9)
- The City had \$88,539,048 in excess cash invested as of 9/30/2023.(Investment report, page 1)

Financial Impact:

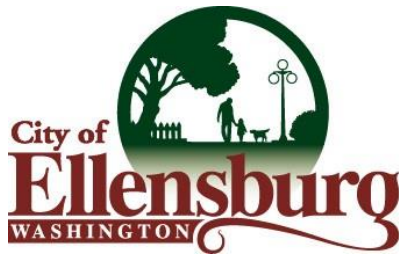
None

Budget Adjustment: No

Attachments:

1. 3rd Quarter 2023 Financial Status and Investment Reports

City of Ellensburg Washington



Quarterly Financial Status Report

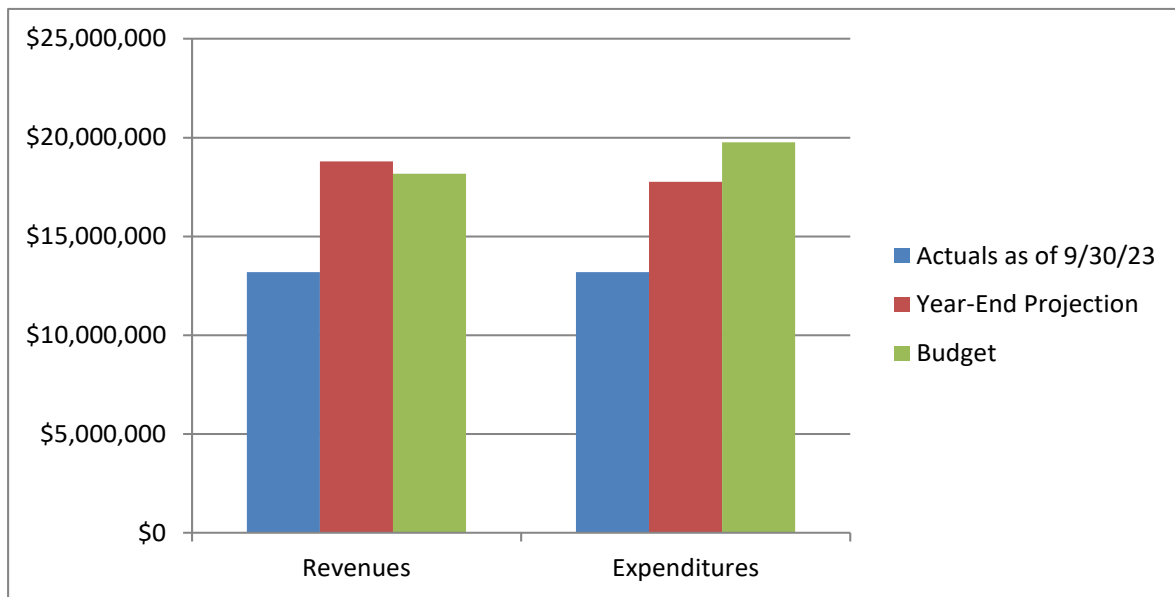
For the Quarter Ending September 30, 2023

AS OF 10/12/23

General Fund

The Governmental Funds' major funding sources include Property Tax, Sales Tax, Utility Taxes, Licenses & Permit Fees, Intergovernmental Revenue, and Charges for Services. Sales Tax is the largest tax revenue source for the City at approximately 55%, followed by Utility Tax at 19%, Property Tax at 18%, and Other Taxes at 8% of the budgeted City tax revenue. Tax revenue is approximately 19% of the total City revenues budgeted in 2023.

Table 1



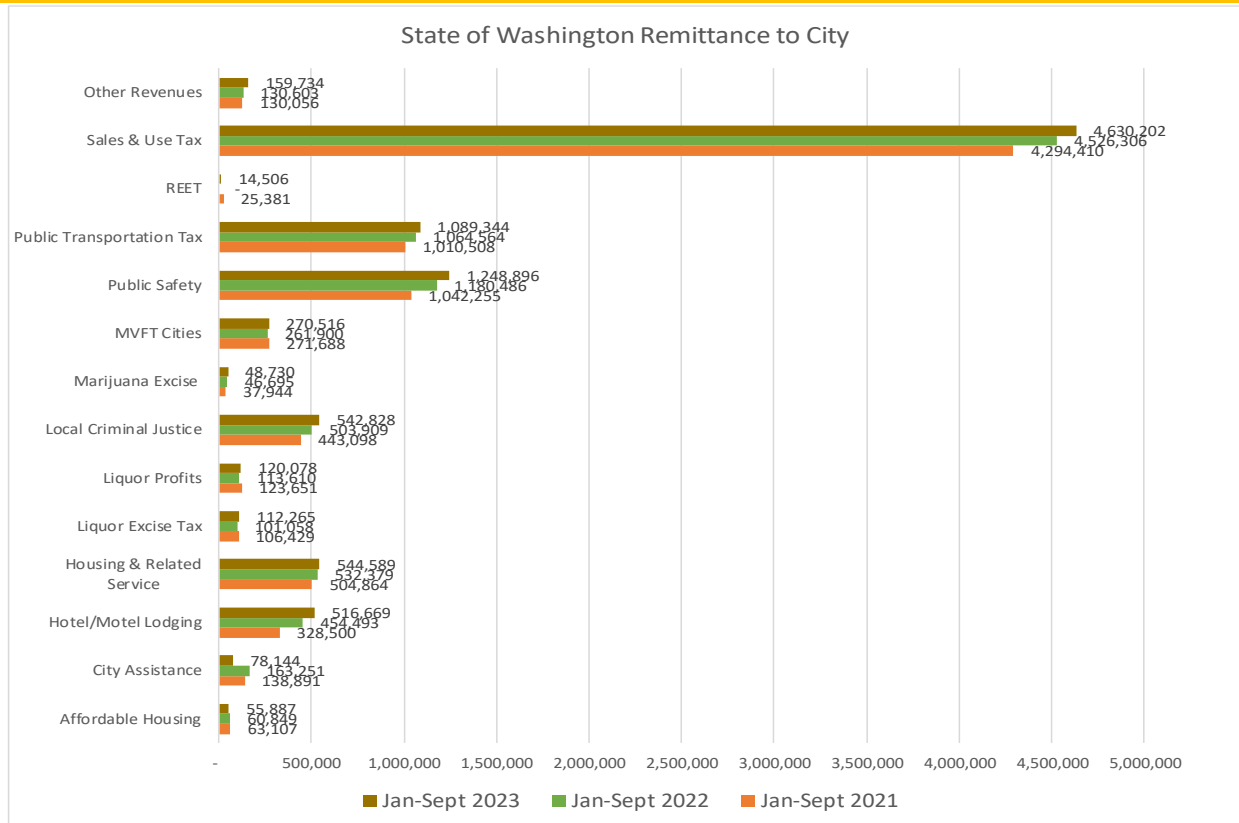
NOTE: The above graph illustrates the difference between year-to-date actuals through September, year-to-date projections as of 09/30/23, and revised budget through September 5, 2023.

Third quarter projections were made as of the current situation on 9/30/2023. Projections were made with cooling of inflationary increases in mind. Please keep in mind, these projections are made based on the limited information known by local governments as of the end of September. General Fund expenditures are expected to end below budget as required by Chapter 35A.33 RCW. Budgeted expenditures reflect all adjustments that were taken to Council for approval through September 5, 2023. Revenue projections were made on an individual revenue account basis and will be discussed further in this report. General Fund (minus the managerial funds) expenditures consist mostly of wages and benefits. The current underspending in the General Fund continues to be created with unfilled positions. A breakdown of General Fund departments is included in Table 7 of this report.

Governmental Funds Tax Revenue

Table 2

CITY OF ELLENSBURG Year-to-Date Revenue Remitted from State of Washington Sales Tax Activity - Cash January-September Comparison for 2021 - 2022 - 2023 Table 2



	Receipts Dates <u>Jan-Sept 2021</u>	Receipts Dates <u>Jan-Sept 2022</u>	Receipt Dates <u>Jan-Sept 2023</u>	Increase/ (Decrease)	% Inc (Dec)
Affordable Housing	63,107	60,849	55,887	(4,962)	-8%
City Assistance	138,891	163,251	78,144	(85,107)	-52%
Hotel/Motel Lodging	328,500	454,493	516,669	62,176	14%
Housing & Related Service	504,864	532,379	544,589	12,210	2%
Liquor Excise Tax	106,429	101,058	112,265	11,207	11%
Liquor Profits	123,651	113,610	120,078	6,468	6%
Local Criminal Justice	443,098	503,909	542,828	38,919	8%
Marijuana Excise	37,944	46,695	48,730	2,035	4%
MVFT Cities	271,688	261,900	270,516	8,616	3%
Public Safety	1,042,255	1,180,486	1,248,896	68,410	6%
Public Transportation Tax	1,010,508	1,064,564	1,089,344	24,780	2%
REET	25,381	-	14,506	14,506	
Sales & Use Tax	4,294,410	4,526,306	4,630,202	103,896	2%
Other Revenues	130,056	130,603	159,734	29,131	22%
Totals	8,520,782	9,140,103	9,432,388	292,285	3%

Table 3



	Actuals as of 09/30/23	Year-End Projection	Budget	% Projected Over/(Under) Budget
Sales Tax *	\$8,111,746	\$11,112,846	\$10,631,336	4.53%
B&O Tax **	3,002,808	3,892,176	3,653,069	6.55%
Other Tax ***	1,175,417	1,457,623	1,571,000	-7.22%
Property Tax	2,030,729	3,510,200	3,510,200	0.00%
	\$14,320,701	\$19,972,845	\$19,365,605	3.14%

* SALES TAX includes tax portions for public transit, affordable housing, public safety, and regular retail sales

**B&O TAX includes utility, gambling etc.

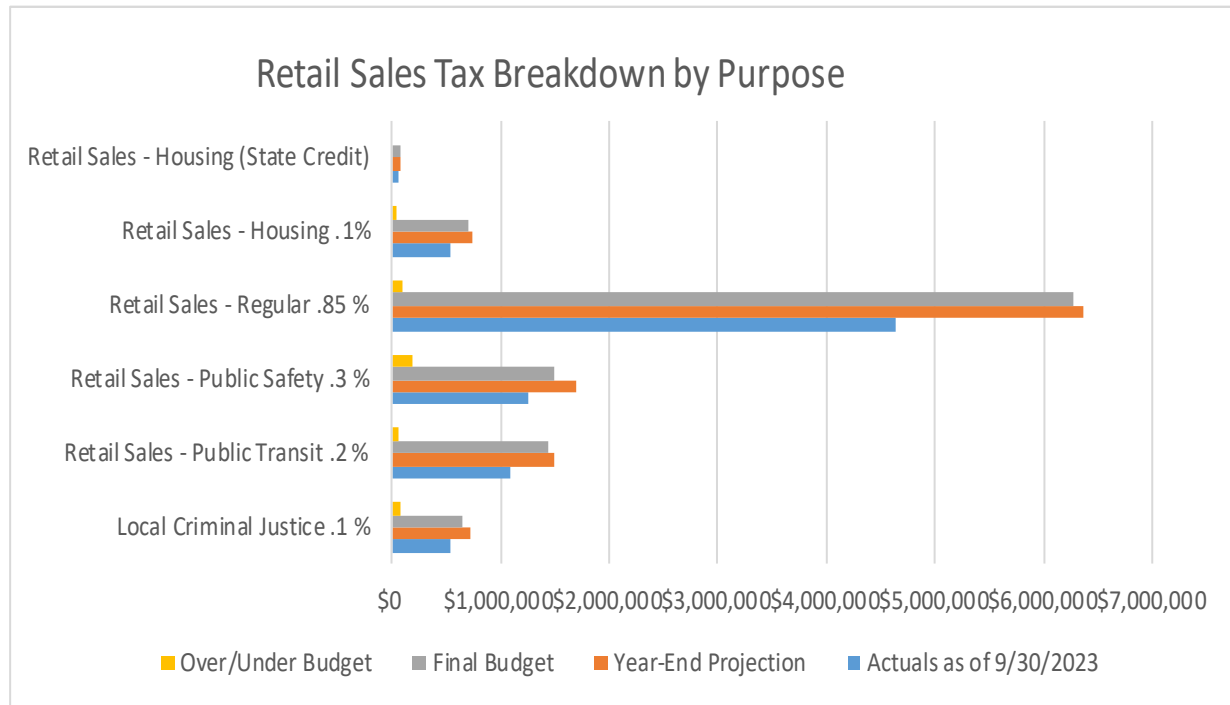
*** OTHER TAX includes leasehold and other excise taxes including hotel/motel tax

Overall governmental fund tax revenue is projected to exceed budget by approximately \$607K or 3.14%. Current sales tax projections use a 2% increase over 2022, consistent with the projected cooling of inflation and spending adjustments. B&O tax projections use a 5-15% increase over 2022 depending on the utility. Utility tax increases are based on individual utility rate increases, outstanding receivables, seasonal trends, and other forecasted utility revenue changes.

Sales Tax

Table 4 breaks down the difference of budgeted less projected by tax purpose. It is important to note that this includes retail sales and use tax that is restricted for public transit, public safety, and affordable housing purposes. Sales tax revenue received in January is for November 2022 activity.

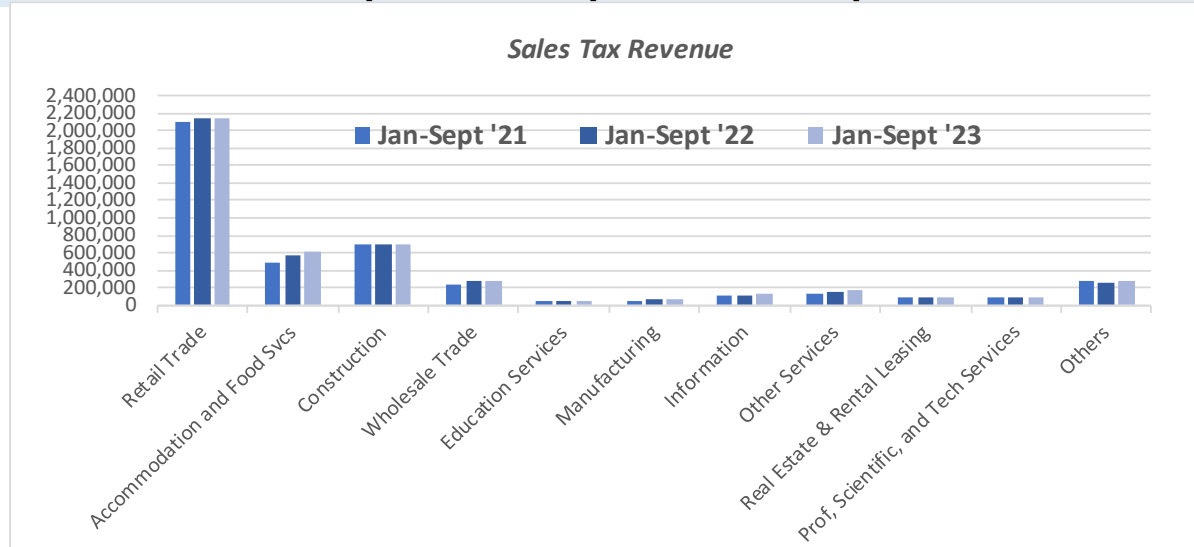
Table 4



	Actuals as of 9/30/2023	Year-End Projection	Final Budget	Projected Over/Under Budget
Local Criminal Justice .1 %	\$542,828	\$720,935	\$643,760	\$77,175
Retail Sales - Public Transit .2 %	1,089,344	1,497,797	1,432,576	\$65,221
Retail Sales - Public Safety .3 %	1,248,896	1,691,767	1,496,560	\$195,207
Retail Sales - Regular .85 %	4,630,202	6,367,350	6,266,280	\$101,070
Retail Sales - Housing .1%	544,589	748,997	706,160	\$42,837
Retail Sales - Housing (State Credit)	55,887	86,000	86,000	\$0
	\$8,111,746	\$11,112,846	\$10,631,336	\$481,510

Table 5

Year-to-Date Sales Tax Activity - Cash Basis Jan-Sept 2022 Compared to Jan-Sept 2023



	Receipts Dates <u>Jan-Sept '21</u>	Receipts Dates <u>Jan-Sept '22</u>	Receipt Dates <u>Jan-Sept '23</u>	Increase/ (Decrease)	% Inc (Dec)
Retail Trade	2,097,526	2,142,877	2,148,325	5,448	0.3%
Accommodation and Food Svcs	481,890	579,807	620,552	40,745	7.0%
Construction	690,371	699,190	696,274	-2,916	-0.4%
Wholesale Trade	237,713	280,337	280,198	-139	0.0%
Education Services	41,740	57,405	56,517	-888	-1.5%
Manufacturing	50,441	60,018	68,842	8,824	14.7%
Information	117,779	113,351	128,028	14,677	12.9%
Other Services	123,030	150,488	165,042	14,554	9.7%
Real Estate & Rental Leasing	81,010	83,903	88,488	4,585	5.5%
Prof, Scientific, and Tech Services	92,085	92,021	99,619	7,598	8.3%
Others	280,826	266,909	278,317	11,408	4.3%
Total	\$ 4,294,411	\$ 4,526,306	\$ 4,630,202	\$ 103,896	2.3%

Source: Dept of Revenue Sales Tax Reports - 2023 information: reporting revenue **received** January thru Septembers

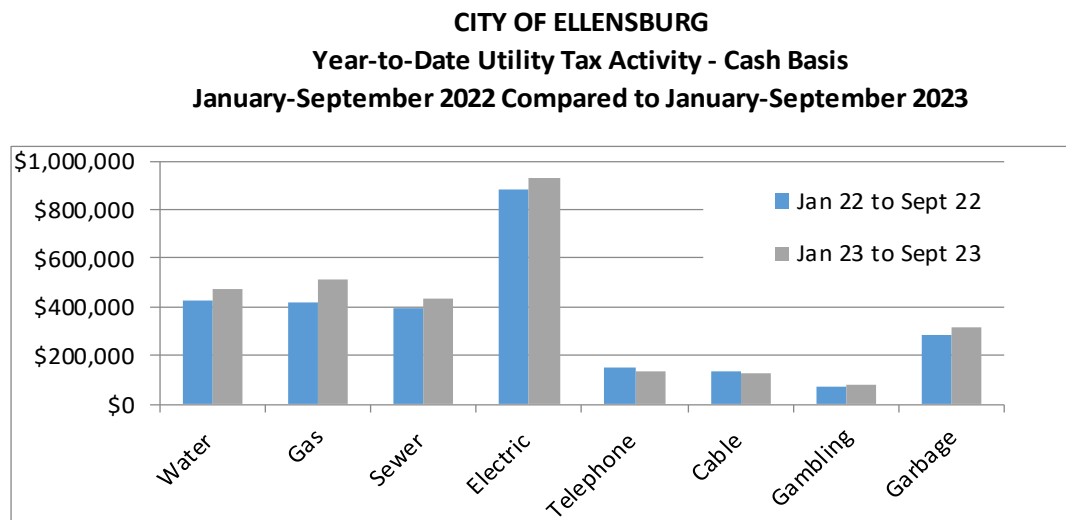
Revenue was recorded on a cash basis for this report. January will be the first month of reporting for 2023

Retail sales tax is distributed monthly reflecting 20 different categories. The above graph reflects the top ten categories with 11 categories being identified within the “Others” category. “Manufacturing” continued to show the highest percentage increase over 3rd quarter 2022 YTD with “Accommodation and Food Services” showing the highest dollar increase. **Last quarter Construction had the highest dollar increase and now 3 months later is shows a decrease. Regular retail sales tax revenue had a .3% overall increase over the same period last year.**

Removing “Construction” sales tax increase, which can be very volatile, would raise the overall increase from 2.3% to 2.7% over 3rd quarter 2022. These numbers do not include the .03% for criminal justice, the .02% for public transit, or the .01% for housing and related services. **These revenues are for sales from November through July.**

Utility Tax – Table 6

The City generates utility tax revenues from the sale of the City’s gas, electric, water, and sewer utilities as well as utility taxes on cable television, telephone, and garbage collection. The cable utility tax revenue includes both the General Fund and the Special Revenue funds.



	Receipt Dates	Receipt Dates	Increase/	% Inc
	Jan 22 to Sept 22	Jan 23 to Sept 23	(Decrease)	(Dec)
Water (10.5%)	\$427,698	\$471,328	\$43,629	10.20%
Gas (6%)	415,590	511,141	95,551	22.99%
Sewer (10.5%)	397,795	433,579	35,783	9.00%
Electric (6%)	879,491	927,449	47,958	5.45%
Telephone (6%)	149,769	137,138	(12,631)	-8.43%
Cable (1.075%)	135,275	128,956	(6,320)	-4.67%
Gambling (varies 2%-8%)	74,909	77,584	2,675	3.57%
Garbage (8.1%)	282,702	315,634	32,932	11.65%
Total	<u>\$2,763,231</u>	<u>\$3,002,808</u>	<u>\$239,578</u>	<u>8.67%</u>

Revenue was recorded as cash basis for this report.

Telephone and cable taxes will continue to decrease as landlines and cable television have become less common. Residents using cell phone numbers from out of the area are not paying this local telephone tax. Gas price increases contribute to the large increase in utility tax collections on the sale of natural gas.

Table 7

General Fund				
Revenues and Expenditures - Budget and Projected				
30-Sep-23				
	2023 Budget	2023 Projected	2023 Actual YTD	Budget less Projected
Revenues				
Taxes	\$7,831,831	\$8,156,764	\$5,608,481	-\$324,933
Licenses & Permits	502,623	\$515,331	406,633	-\$12,708
Intergovernmental	669,887	\$587,097	467,533	\$82,790
Charges For Fees	4,476,184	\$4,387,135	3,417,599	\$89,049
Fines & Forfeits	235,000	\$224,259	209,763	\$10,741
Misc.	304,160	\$757,108	566,115	-\$452,948
Transfers	4,158,437	\$4,158,437	2,507,258	\$0
Other Receipts	0	\$1,900	1,900	-\$1,900
Total	\$18,178,122	\$18,788,031	\$13,185,282	-\$609,909
Expenditures by Dept				
NonDept	\$1,075,769	\$1,142,854.00	\$955,865	-\$67,085
Finance	2,724,615	\$2,478,388.00	1,858,791	246,227
City Manager	1,902,040	\$1,621,153.33	1,140,865	280,887
Police	6,074,352	\$5,287,269.33	3,965,452	787,083
Community Develop.	1,812,048	\$1,410,224.00	982,668	401,824
Engineering	1,265,817	\$1,264,506.67	948,380	1,310
Parks & Recreation	3,503,653	\$3,264,596.00	2,373,447	239,057
Library	1,409,621	\$1,275,836.00	956,877	133,785
Economic Development	0	\$19,000.00	14,250	-\$19,000
Total	\$19,767,915	\$17,763,827	\$13,196,595	\$2,004,088
Excess of Revenues over	-\$1,589,793	\$1,024,203	-\$11,313	-\$2,613,996
Beginning Balance	4,557,003	4,951,979	4,951,979	-\$394,976
Other Receipts	0			\$0
Ending Fund Balance	\$2,967,210	\$5,976,182	\$4,940,666	\$3,008,972

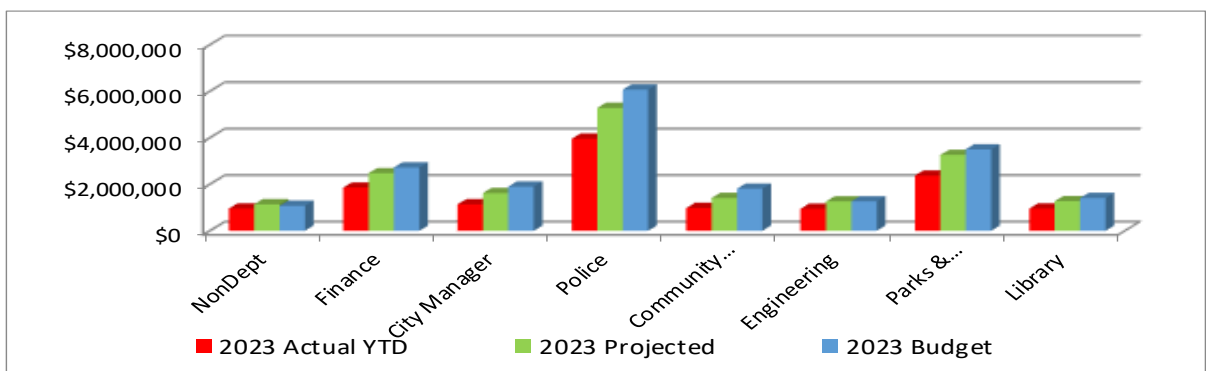


Table 8

DEBT ACTIVITIES	Issued Date	Maturity Date	Original Amount	Balance as of 09/30/23	2023 Debt Payment
General Obligation					
Maintenance Bond - Pool	2010	2030	2,935,000	1,369,012	186,403
2017 GOI Bond - Public Safety Bldg.	2017	2037	7,200,000	6,653,651	562,326
Telecom Utility - LTGO Taxable **	2016	2036	290,243	219,702	19,263
			10,425,243	8,242,365	767,991
Revenue Bonds					
Stormwater Bond *****	2020	2039	5,000,000	4,778,438	360,988
Water Sewer ****	2016	2029	6,990,000	4,855,000	762,151
Gas	2016	2036	859,015	636,056	52,459
Electric- Refunding***	2005/2014	2025	3,650,000	1,110,000	395,850
Electric	2014	2033	4,540,000	4,435,000	205,475
Water/Sewer *****	2021	2040	10,000,000	10,000,000	666,890
			31,039,015	25,814,494	1,776,922

* Library Bonds were refunded in 2014 with a new bond which has a lower interest rate.

** LTGO Taxable 20 year bonds in 2016

*** Electric Bonds were refunded in 2014 with a new bond which has a lower interest rate

**** Water/Sewer Bonds refunded in 2016 with a new bond at a lower interest rate

***** Up to \$10 million Waterworks Utility Bond for Water and Sewer Utilities. Draw period ended Nov. 30, 2022

Citywide Report

The table on the next page- Revenues and Expenditures-Actual shows that the city brought in approximately \$12.23 million more than it spent in 2023 YTD. \$7.15 million of the excess revenue over expense is from the utility and internal service funds. The General Fund (including managerial funds) saw a net **loss** of \$1.07 million. Most of the General Fund loss is due to transfers from sales tax to the debt service funds for annual debt payments and the spending of State and Local Fiscal Recovery Funds (COVID-19 funds). Table 9 reduces utility revenues by the outstanding utility receivable amounts to convert revenue amounts to cash basis.

Investment Report

See attachment, which shows the breakdown of our investment portfolio. The goal of our investment is safety, liquidity, and yield. To have safety and liquidity, most of our investments reside in the State Pool.

Table 9

All City Funds
Revenues and Expenditures- Actual
For the Quarter Ending September 30, 2023

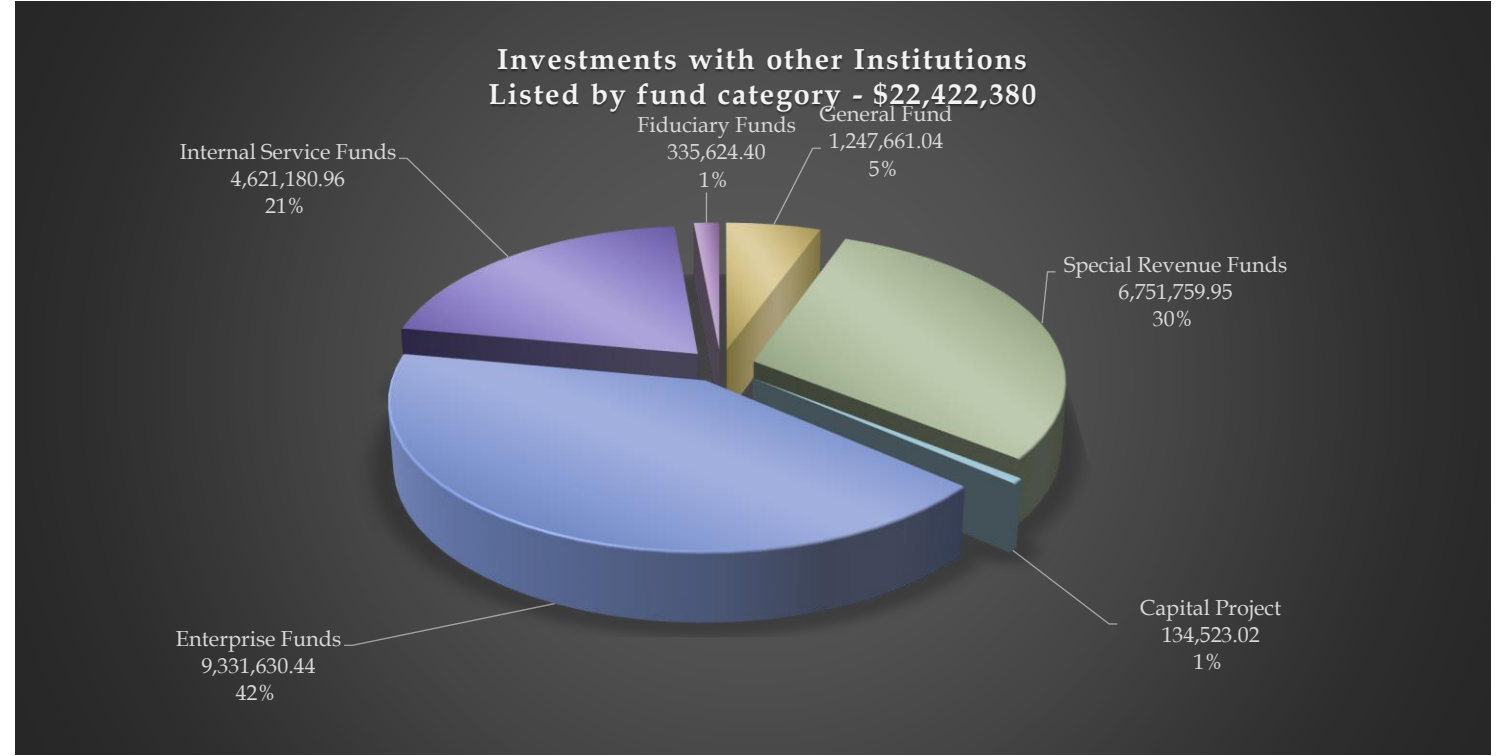
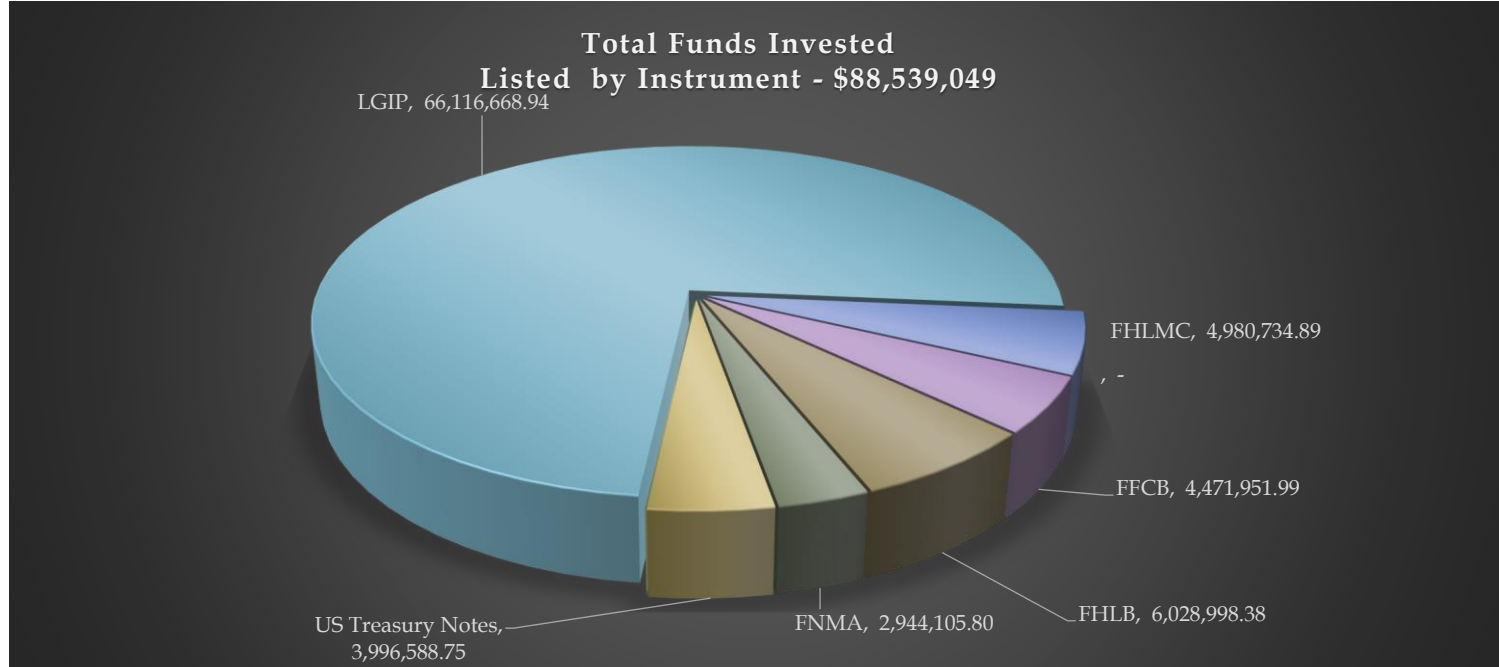
	Revenue	Expenditures	Excess of Revenue Over Expenditures
General Fund	\$13,118,524	\$13,196,594	(\$78,070)
Special Revenue Funds			
Street	2,017,541	1,771,571	245,970
Arterial	2,967,816	3,822,138	(854,322)
Traffic Impact	147,762	36,279	111,483
Ellensburg Public Transit	1,655,074	1,335,058	320,016
Criminal Justice	1,332,266	1,317,521	14,745
Drug Fund	1,288	1,921	(633)
Sales Tax	4,674,183	5,414,588	(740,405)
CATV - Operations	74,952	79,407	(4,455)
CATV - Capital	66,130	0	66,130
Parks Acquisition	129,663	141,097	(11,434)
Arts Acquisition	50,850	27,411	23,439
Lodging Tax	519,773	211,500	308,273
Housing & Related Service	682,102	292,183	389,919
COVID-19 Funds	0	411,863	(411,863)
Debt Funds			
Public Safety Bond	562,327	281,163	281,164
Maintenance Bond	187,003	9,706	177,297
Library Bond	1,798	0	1,798
LID Guarantee Fund	4,914	0	4,914
Capital Funds			
Fieldhouse Construction Fund	4,788,758	2,605	4,786,153
Capital Const. Bond Projects	0	76,109	(76,109)
General Fund Capital Projects Fund	116,203	0	116,203
Sidewalk	316,463	322,714	(6,251)
Recreational Facilities Fund	279,150	0	279,150
Enterprise Funds			
Stormwater	1,527,126	2,103,746	(576,620)
Telecommunications	505,343	384,251	121,092
Gas	10,128,551	9,133,833	994,718
Electric	15,783,178	12,557,912	3,225,266
Water	4,985,696	3,993,152	992,544
Sewer	4,433,106	3,421,963	1,011,143
Internal Service Funds			
Shop	2,183,665	1,392,218	791,447
General Facilities Fund	476,959	401,651	75,308
Health Insurance	1,991,731	1,983,382	8,349
Risk Management	1,181,403	911,537	269,866
IT	1,581,250	1,256,220	325,030
GIS	229,320	314,161	(84,841)
Library Trust	9,103	176	8,927
Hal Holmes	5,144	0	5,144
Fire Relief	219,642	97,010	122,632
Total	\$78,935,757	\$66,702,640	\$12,233,117
Managerial Funds of the General Fund			
* Utility Revenue amounts have been converted to cash basis			

The City will diversify its investments by security type and institution. The following schedule provides the maximum holdings in any one type of investment with any one type of issuer.

Funds invested \$88,539,048.75

Bench Marks

- 1-year Treasury Constant Maturity - 4.8%
- 2-year Treasury Note -4.94%
- External Investments - 1.53%
- Local Govt. Investment Pool (LGIP)-Gross Earnings Rate - 5.3919%
- Interest earned in September - \$354,525



CITY OF ELLENSBURG - Investment Report As of 9/30/2023

Investments with other Institutions

Type of Authorized Security	Maximum Holdings and Issuer Limitations	maximum \$ amount that can be invested	% limitation per issuer	% of portfolio invested	Current Investment Holding Amount	Name	Amount Invested w/Issuer	% of Issuer Holding	Yield to Maturity	Expected Annual Earnings
U.S. Treasury Bills, Notes, Bonds or Certificates	100% of Portfolio	\$88,539,049	no limitation	25%	\$22,422,380	#49 FHLB 3130AFW94 Settled 3/11/19 purchase: \$1,003,640.56 Matures 2/13/24	1,000,364	1%	2.46%	25,000
						#53 Matured 02/23	-	0%		
						#54 matured 8/14/23 FFCB 1.6 8/14/23 Corp	-	0%		
						#56 US Treas Strip 1.55 Settled 01/08/2020 purchase: \$999,741.04 Matures 11/15/23	999,741	1%	1.55%	61,259
						#57 FNMA corp Settled 01/08/2020 purchase: \$1,003,603.11 Matures 10/15/24	1,001,081	1%	1.63%	16,250
						#59 FHLMC Settled 06/15/20 purchase: \$998,312.89 Matures 05/27/25	998,313	1%	0.54%	5,000
						#63 Matured 6/26/23 FHLMC	-	0%	0.00%	0
						#65 Treasury Strip.45 Settled 02/11/21 purchase: \$ 499,619 Matures 2/15/26	499,619	1%	0.45%	2,250
						#66 FNMA Settled 06/14/21 purchase: \$995,948.42 Matures 8/25/25	995,948	1%	0.50%	3,750
						#67 Settled 06/14/21 purchase: \$2,000,000 Matures 6/14/24	2,000,000	2%	0.32%	6,400
						#68 FHLB Settled 8/9/21 purchase: \$1,006,671.67 Matures 6/12/26	1,004,003	1%	0.65%	7,500
						#69 FHLMC Settled 08/9/21 purchase: \$3,985,346 Matures 3/30/26	3,982,422	4%	0.63%	20,400
						#70 FHLB Settled 11/4/21 purchase: \$1,500,192.5 Matures 1/2/25	1,500,110	2%	0.77%	11,550
						#71 FNMA Settled 3/17/22 purchase: \$947,076.44 Matures 11/07/25	947,076	1%	2.07%	20,700
						#72 US Treas Settled 3/18/22 purchase: \$999,073.12 Matures 8/31/24	999,073	1%	1.95%	19,500
						#73 FFCB Settled 9/22/22 purchase: \$1,476,304.88 Matures 9/15/27	1,476,305	2%	3.74%	50,625
						#74 FFCB Settled 9/22/22 purchase: \$995,647.11 Matures 3/6/24	995,647	1%	4.05%	36,250
						#75 FHLB Settled 3/1/23 purchase: \$1,030,566 Matures 10/14/26	1,025,009	1%	4.50%	39,375
						#76 FFLB Settled 3/1/23 purchase: \$1,499,512 Matures 10/14/26	1,499,513	2%	4.55%	17,238

CITY OF ELLENSBURG - Investment Report As of9/30/2023

#77				
US Treas		2%	4.45%	
Settled 8/25/23				
purchase: \$1,498,156	1,498,156			36,225
Matures 2/15/27				
Subtotal Funds	22,422,379.81	\$ 343,047.00		
	External Investments 1.53% AAY			

Investment in State of Washington Investment Pool

State of WA	100% of Portfolio	\$88,539,049	no limitation	75%	66,116,668.94	State of WA Local Government	66,116,668.94	75%	5.3919%	\$ 3,564,944.67
						State Investment Pool		5.39% AAY		

AAV = Average Annual Yie
FHLMC - Federal Home Loan Mtg Corp
FHLB - Federal Home Loan Bank

FFCB - Federal Farm Credit Bank
FNMA- Federal National Mortgage Assn

Sorted by Maturity

Security	Description	Rate	Par	Maturity	Months Left to Maturity	Investment #	
912833LP3	US TREASURY NOTES	NONCALLABLE	1.55	1,061,000	11/15/2023	1488	56
3130AFW94	FHLB	NONCALLABLE	2.5	1,000,000	2/13/2024	1490	49
3133ENK33	FFCB	NONCALLABLE	4.05	1,000,000	3/6/2024	1491	74
3133EMH62	FFCB	Callable anytime starting 12/14/2023	0.32	2,000,000	6/14/2024	1494	67
9128282U3	US TREASURY	NONCALLABLE	1.9522	1,000,000	8/31/2024	1497	72
3135GOW66	FNMA	NONCALLABLE	1.62	1,000,000	10/15/2024	1499	57
3130APKD6	FHLB	Callable after 4/28/2025	0.77	1,500,000	1/28/2025	1502	70
3134GVYP7	FHLMC		0.54	1,000,000	5/27/2025	1506	59
3135GO5X7	FNMA	NONCALLABLE	0.375	1,000,000	8/25/2025	1509	66
3135GO6G3	FNMA	NONCALLABLE	2.07	1,000,000	11/7/2025	1511	71
912833LY4	US TREASURY	NONCALLABLE	0.45	511,000	2/15/2026	1515	65
3134GWWP7	FHLMC	Callable after 3/30/26	0.63	4,000,000	3/30/2026	1516	69
3130AMFS6	FHLB	NONCALLABLE	0.65	1,000,000	6/12/2026	1518	68
3130APAC9	FHLB	CALLABLE after 1/14/2027	1.02	1,500,000	10/14/2026	1522	76
912828V988	US TREASURY	NONCALLABLE	4.45	1,500,000	2/15/2027	1527	77
3133ENL99	FFCB	NONCALLABLE	3.74	1,500,000	9/15/2027	1534	73
3130ATS57	FHLB	NONCALLABLE	4.17	1,000,000	3/10/2028	1539	75
Total Par			22,572,000				

Investment by Fund/Category		Investment by Instrument	
General Fund	1,247,661.04	US Treasury Notes	3,996,588.75
Special Revenue Funds	6,751,759.95	State of WA Bonds	-
Capital Project	134,523.02	LGIP	66,116,668.94
Enterprise Funds	9,331,630.44	FHLMC	4,980,734.89
Internal Service Funds	4,621,180.96		-
Fiduciary Funds	335,624.40	FFCB	4,471,951.99
Total	22,422,379.81	FHLB	6,028,998.38
LGIP	66,116,668.94	FNMA	2,944,105.80
	-		
Total	88,539,048.75	Total	88,539,048.75

- difference



Meeting Date: November 6, 2023

**City of Ellensburg
City Council Agenda Report**

Agenda Subject: Annual Poet Laureate and Arts Commission Report, 2024
Spending Plan and Grant Awards (Public Comment
Opportunity)

Submitted by: Kelle Vandenberg, Arts & Economic Development Director

Department: City Manager

Suggested Motion/Action:

1. Move to approve the recommended Project Grant awards; and
2. Move to approve the 2024 Arts Commission Spending Plan.

Background/Summary:

Annually, the Arts Commission is required to submit a spending plan to the City Council for approval. As part of the Ellensburg Arts Commission's spending plan, a call for grant applications from individuals and organizations for projects that advance the arts in our community is offered annually. The 2024 grant cycle, which closed August 31, 2023.

Previous Council Action:

In 2016, the Ellensburg City Council designated 10% of construction sales tax revenue to community art, with an annual minimum of \$25,000.00 and a maximum of \$50,000.00.

Analysis:

A report by Ellensburg's Poet Laureate, Marie Marchand and an overview of the Ellensburg Arts Commission accomplishments will be presented at the meeting in addition to the 2024 Spending Plan.

Grant Awards:

Of the 34 submissions, the applications cover a wide array of artistic disciplines, from fine arts to performance art and fabrication. Additionally, the projects target audiences are of varying ages and groups within the community. Each application was reviewed and ranked independently by commissioners for strength in public benefit, artistic merit, experience of applicant to execute the project, and budget feasibility. All applications, regardless of ranking, were discussed and considered during the regularly scheduled Arts Commission meeting on Thursday, October 12, 2023. This meeting was open to the public. Commissioners who may receive a direct benefit from or were directly involved in a project abstained from ranking and did not vote on that specific project application.

The Ellensburg Arts Commission recommends the following 16 Project Grant Awards totaling \$30,000.00 for Council consideration and approval in fiscal year 2024:

1. Justin Gibbens: 'Birdsong' at the Palace Gallery \$1,000.00

2. Carrie Michel: Kairos Lunch Concert/First Fridays October-March \$1,000.00
3. Crista Ames: Weight (sculpture exhibition) \$1,000.00
4. Jenny Humphrey: Ellensburg Fiddle Project \$1,000.00
5. Gayle Scott: People with Puppets \$1,000.00
6. Tamara and Neil Caulkins: New Music for Two Guitars \$1,000.00
7. Gallery One: Trimpin Exhibit \$2,500.00
8. CWU Music/Joshua Gianola: 2024 New Music Festival \$2,500.00
9. Kittitas County Historical Society: Ellensburg Music Preservation Project \$2,500.00
10. Blue Bear Puppet Lab: Mardi Gras Night Parade \$2,500.00
11. Valley Theatre Company: 2024 Rising Star Production: The Somewhat True Tale of Robin Hood \$2,500.00
12. NuWave Gallery: Downtown Entry Mural \$2,500.00
13. Ellensburg Big Band: EBB Swing Dance Project \$2,500.00
14. Ellensburg Dance Ensemble: The Nutcracker Ballet \$2,500.00
15. Inland Poetry: PiE (Poetry in Ellensburg) \$1,500.00
16. Ellensburg Downtown Association: Buskers in the 'Burg \$2,500.00

Financial Impact:

The 2024 Project Grant total of \$30,000.00, is included in the Council proposed 2024 Arts Commission Spending Budget:

Operations:	\$15,000.00
Project Grants:	\$30,000.00
Public Art:	\$5,000.00
Total:	\$50,000.00

Budget Adjustment: Yes

Attachments:

1. 2023 EAC Annual Report



ANNUAL REPORT



COMMISSIONERS

ALEX EYRE

TERM EXPIRES: MAY 31, 2025
PRESIDENT

JERALD DOUGHERTY

TERM EXPIRES: MAY 31, 2025

BRIAN KOOSER

TERM EXPIRES: MAY 31, 2025

ERIN OOSTRA

TERM EXPIRES: MAY 31, 2025

COURTNEY BLACKSTOCK

TERM EXPIRES: MAY 31, 2026

JEFFREY SNEDEKER

TERM EXPIRES: MAY 31, 2026

JILL SCHEFFER

TERM EXPIRES: MAY 31, 2027

THE YEAR IN REVIEW

CITY ART: PROGRAMS IN ACTION



Poet Laureate



Public Art



First Friday Art Walk



Project Grants

POET LAUREATE



City Poem Unveiling During
National Poetry Month



Poetry Reading at LiTFUSE
in Tieton



Nature
Poetry Walk
at Helen
McCabe State
Park



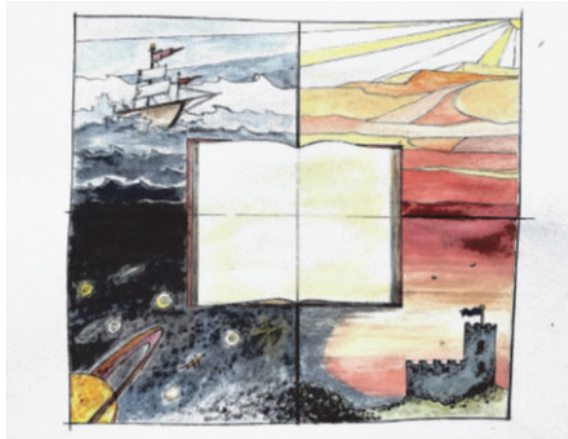
Poetry for
Self-Care at
Seattle
Mental
Health
Conference



Black Out Poetry & Open Mic Nights
at NuWave Gallery



PUBLIC ART CREATING CIVIC PRIDE & ENHANCING COMMUNITY



The Shelley Family Concept Art



The Shelley Family in front of their complete art installation.



"We feel that some of the greatest places to travel are often found in the pages of a book, and wanted our art to represent that. Where better to let your imagination wander than the bus stop in front of a library?"

NEW DOWNTOWN MURAL IN PROGRESS ON 4TH & PINE

Ribbon Cutting Ceremony: Friday, November 3, 2023



Kick off November's First Friday Art Walk with celebrating our newest mural.

2023 ACCOMPLISHMENTS

- Carrie Rehkopf named 2023 Arts Treasure Award
- EAC staff liaison hired
- Creative Industry Strategic Plan:
 - Performance/Maker's Space Feasibility Study
 - Creative District application will be submitted by Dec. 2, 2023 (Notification: March 2024)
 - Ellensburg Arts & Cultural Alliance forms a 501(c)3 nonprofit organization
 - Year one plan strategies are nearly complete
- New Commissioner, Erin Oostra, businessperson and art professional joins Arts Commission
- Unity Park Art Action team is formed with a focus on public art and community engagement
- First Poetry Open Mic Night held, second is already scheduled
- The Bus Shelter Public Art project is completed
- Increased community awareness of EAC programs and art through active SM campaign and engagement (Page reach is up 56% and Page visits and Profile visits are up 95%)
- 34 applications submitted for the 2024 Project Grant cycle representing \$64,000 in new art projects in our community



PROJECT GRANTS

SUPPORTING INDIVIDUALS AND ORGANIZATIONS TO EXPLORE AND CREATE

The Arts Commission received **34 applications totaling \$64,000.00** in requested funding for projects. Applicants were individuals, businesses, and various organizations creating new events, developing classes and opportunities to discover, and celebrating long-time community favorite events.

Recommended \$30,000.00 in Project Grant Awards

Individual Projects

Justin Gibbens:	'Birdsong' at the Palace Gallery	\$1,000
Carrie Michel:	Kairos Lunch Concerts/First Fridays October-March	\$1,000
Crista Ames:	Weight (sculpture exhibition)	\$1,000
Jenny Humphrey:	Ellensburg Fiddle Project	\$1,000
Gayle Scott:	People with Puppets	\$1,000
Tamara and Neil Caulkins:	New Music for Two Guitars	\$1,000

Organizational Projects



• Gallery One	Trimpin Exhibit	\$2,500
• CWU Music/Joshua Gianola	2024 New Music Festival	\$2,500
• Kittitas County Historical Society	Ellensburg Music Preservation Project	\$2,500
• Blue Bear Puppet Lab	Mardi Gras Night Parade	\$2,500
• Valley Theatre Company	The Somewhat True Tale of Robin Hood	\$2,500
• NuWave Gallery	Downtown Entry Mural	\$2,500
• Ellensburg Big Band	EBB Swing Dance Project	\$2,500
• Ellensburg Dance Ensemble	The Nutcracker	\$2,500
• Inland Poetry	PiE (Poetry in Ellensburg)	\$1,500
• Ellensburg Downtown Association	Buskers in the 'Burg	\$2,500

PROJECT & PLANS

2024

- Launch Certified Creative District (CDD)
- Create wayfinding path connecting the two quads of the CDD
- Expansion of Public Art
 - Neighborhood to Nodes Increasing Downtown Art
 - Unity Park (Art Action Team & Arts Commission)
 - Art in the Parks (Hosey Art Collection)
- Enhance First Friday Art Walk Programming-hold venue meetings for programming input and idea generation
- Creation of the Ellensburg Mural Guild: Multi-organizational public art planning and preservation guild (murals/sculptures/etc.)
- Support community art: Poetry Pole and Wind Phone



Visit Ellensburg. You'll be blown away.

PROPOSED SPENDING PLAN 2024

2023 YTD Budget vs. Actuals

September 2023

	Budget	Actuals
Operations:	\$20,000.00	\$16,040.65
Grants:	\$27,030.00	\$9,245.74
Public Art:	\$7,000.00	\$753.62
Totals:	\$59,000.00	\$36,039.37

2024 Proposed

	Budget
Operations:	\$15,000
Grants:	\$30,000
Public Art:	\$5,000
Totals:	\$50,000



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: Fieldhouse Consultant Agreement (Public Comment Opportunity)
Submitted by: Brad Case, Parks & Recreation Director
Department: Parks & Recreation

Suggested Motion/Action:

Move to authorize the City Manager to sign the consultant agreement with the Helix Design Group in the amount of \$1,122,300.00 and approve the necessary budget adjustments.

Background/Summary:

As a result of the December 2, 2022 fire that claimed the Ellensburg Racquet & Recreation Center (ERRC), City staff and community members have expedited the planning and building of a new recreation facility that would take the place of the ERRC. The concept for the new facility is a fieldhouse that would include a large open turf area that could accommodate field sports such as football, rugby, soccer, baseball, and softball. It would also have a multi-purpose hard court space for basketball, volleyball, pickleball, tennis, and wheeled activities such as roller derby or roller skating. The estimated size of the facility is between 100,000-150,000 square feet. The City is currently in the process of updating the Rotary Park master plan which includes a fieldhouse in the southeast corner of the property. Staff has been working with representatives from WinCo Foods on developing access that would be shared by WinCo and the City that would lead into the park, and the fieldhouse, from Anderson Road.

The goal is to have Phase 1 of this project under construction by fall of 2024.

Previous Council Action:

N/A

Analysis:

The City solicited qualifications from firms to perform design services to include; topographic survey, geotechnical investigations, environmental permitting, cultural resource investigation, completion of 30% complete architectural building and civil site improvement/utility plans, a complete traffic impact analysis, permit submittals, and an analysis/recommendation for the selection of the project delivery method. Twelve firms submitted qualifications and from those 12 firms a short list of 5 prospective consultants were interviewed. The Helix Group was selected as the preferred firm due to their experience with planning large-scale recreational facilities, their understanding of civil engineering elements of the project, and their ability to customize their presentation specifically to our project.

The goal for this phase of planning will be to verify project scope, budget and schedule;

reconcile scope, budget and schedule based on the functional program and funding; seek jurisdictional project approvals through permitting; establish a realistic project schedule; research and evaluate/select Alternative Delivery Method; and prepare 30% design documents for the building and site. Helix's approach will include a series of in-person workshops with the City's Project Committee, which we recommend including community representatives. These workshops will be followed by virtual workshops and meetings throughout the Phase 1 design process. During this time, permitting will also be initiated for building and site, and site data (geotechnical, traffic, survey, etc.) will be gathered.

It's anticipated that this work phase of planning will end May 27, 2024.

Financial Impact:

Funding for this project will be taken from insurance settlement proceeds the City received as a result of the Ellensburg Racquet & Recreation Center fire. Additional budget/ expenditure authority is needed to accommodate this expenditure. A discrete capital project fund has been created to budget and account for the Fieldhouse capital expenditures.

Budget Adjustment: Yes

Attachments:

1. Ellensburg Community Fieldhouse Fee Proposal
2. City of Ellensburg - Professional Services Agreement

Exhibit A



Fee Proposal, Revised

Ellensburg Community Fieldhouse

For: The City Ellensburg Department of Public Works & Utilities

Helix Design Group, Inc., October 24, 2023

October 24, 2023

Mr. Derek Mayo, P.E. City Engineer
Department of Public Works & Utilities
City of Ellensburg
501 North Anderson Street
Ellensburg, WA 98926

RE: New Ellensburg Community Fieldhouse *REVISED PROPOSAL*

Dear Mr. Mayo:

Please accept once again, our sincere thanks to your and the other members of the City's consultant selection panel for having chosen Helix Design Group's Team to work with you and your community on this important, exciting and challenging project. We very much look forward to supporting the development of a facility that will not only meet or exceed all functional requirements and preferences, but will also be a lasting source of pride to the City, Kittitas County and the Consultant team.

We are pleased to submit the following revised proposal for your review and consideration. This proposal addresses anticipated services required to develop design documents to approx. 30% completion level, with all support services required to establish jurisdictional approvals, budget, and other related services. This is elaborated on in Section III – "Approach" in this proposal.

Revisions are based on our discussions with you and our negotiations with our sub-consultants, as well as a couple of changes in proposed consultant team member firms. This proposal supersedes our October 5, 2023 version.

I. PROJECT SCOPE

The project scope is well defined in the City's "Notice to Consultants", incorporated in this proposal by reference.

In brief, scope and schedules are as follows:

The new Community Fieldhouse will replace the Ellensburg Racquet and Recreation Center (ERRC) which was totally destroyed by fire in late 2022, and will provide a multipurpose indoor facility, approximately 3-4 times the size of the original ERRC.

Some specifics include:

- Location: Ellensburg's Rotary Park (Access from Anderson Road).
- Building: 120,000 SF (+/-) facility with multiuse indoor turf and hard surfaced courts, indoor fitness track, meeting/training rooms, and other facilities for Community use.
- In addition to the building, site work includes:
 - Water and sanitary sewer main extensions from Anderson Rd. to the Community Fieldhouse.
 - Parking (estimated 1,300-1,700 stalls)
 - Access road, approximately 1,100 linear feet, from the SE corner of the existing Rotary Park parcel to W 1st Ave.
- Complete Project Estimate: \$25M total project cost (City estimate) – Design, Permitting, and Construction.
- Multiple Funding Sources, including both local and federal funds.

The **Phase I** portion of the project will include; topographic survey, geotechnical investigations, environmental permitting, cultural resource investigations, completion of 30% complete architectural building and civil site improvement/utility plans, a complete traffic impact analysis, permit submittals, and an analysis/recommendation for the selection of the project delivery method (Design/Bid/Build, GC/CM, or Design/Build methods).

Phase 2 will commence upon the approval of Phase 1, and will include full A/E services to complete design from 30% to 100%, and support during the Bidding, Construction and Close-out phases.

City's desired construction completion is currently identified as December 2025.

II. PROJECT TEAM

We are pleased to confirm that the project Team will not change from what was proposed and presented to the City during our recent interview. Team member firms are as follows, with individual proposals indicated as "Attachments" and included in this proposal.

Helix Design Group, Inc.
Tacoma, WA

Prime Consultant. Architect of Record.
Architecture; Interior Design; Project
Management.

Shive Hattery
Cedar Rapids, IA

Associate Architect. Recreational Facilities
Design Specialist.
Attachment 'A'.

KPG Psomas
Ellensburg, WA

Civil Engineering; Surveying; Landscape Design.
Attachment 'B'.

BCE Engineers, Inc.
Tacoma, WA

Mechanical, Electrical, Plumbing & Fire
Protection Engineering.
Attachment 'C'.

PCS Structural Solutions, Inc.
Tacoma, WA

Structural Engineering.
Attachment 'D'.

Fehr & Peers
Tacoma, WA

Traffic Analyses, with KPG Psomas.
Attachment 'B'

Bill Acker Consulting Services
Gig Harbor, WA

Cost Estimating.
Attachment 'E'

Migizi Group, Inc.
Tacoma, WA

Geotechnical Engineering.
Attachment 'G'.

Osborn Consulting, Inc.
Spokane, WA

Water Quality/Stormwater Consulting, with KPG
Psomas.
Attachment 'B'.

RLR Cultural Recourses, LLC
Ellensburg, WA

Cultural Resources, with KPG Psomas.
Attachment 'B'

Coffman Engineers, Inc.
Seattle, WA

Acoustical Engineering
Attachment 'F'

Parametrix
Tacoma, WA

ADM Consulting
(No Attachment)

III. APPROACH

The goal for Phase 1 will be to verify project scope, budget and schedule; reconcile scope, budget and schedule based on the functional program and funding; seek jurisdictional project approvals through permitting; establish realistic project schedule; research and evaluate/select Alternative Delivery Method; and prepare 30% design documents for the building and site.

Our approach would be to conduct a series of in-person workshops with the City's Project Committee, which we recommend includes Community representatives. These workshops will be followed by virtual workshops and meetings throughout the Phase 1 design process. During this time permitting will also be initiated for building and site, and site data (geotechnical, traffic, survey, etc.) will be gathered.

We would also propose that the evening after day 1 of the "in-person" initial workshops, an "open house" be arranged whereby interested Community members can be briefed on the project and status.

IV. FEES

A. GENERAL

We propose to use the State of Washington (OFM) "Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects" (effective July 1, 2015), which clearly defines Basic, Extra and Other services. By the Guidelines, "Basic" services include design services (plans, specifications, etc.) for architecture; structural, mechanical, electrical engineering. (We are proposing civil/site engineering as an "Extra" service at this time.) "Extra" and "Other" services are also clearly defined. The "Guidelines" provide fee percentages based on a range of Maximum Allowable Construction Costs (MACC's) for three (3) categories of projects with corresponding fee schedules 'A', 'B' and 'C'.

For this project we propose using Schedule 'B' for Basic Services.

A copy of the "Guidelines" can be downloaded from the State website, or we can provide.

B. BASIC SERVICES

Phase 1 of the project will develop the project design to approximately 30% level of completion. We suggest 100% Schematic Design (SD) and 50% Design Development (DD), which by the State Fee Schedule equates to $(18\% + 10\%) = 28\%$ of the total Basic Services fee.

The MACC has not yet been established, but we will assume a MACC of **\$20,000,000**.

Per Fee Schedule 'B', Basic Services fee is 7.25% of the MACC.

Then, Full Fee – Basic Services: $\$20,000,000 \times 7.25\% = \$1,450,000$.

Fee to 50% of DD: $\$1,450,000 \times 28\% =$ **\$406,000**

The fee for Basic Services represents a "lump sum" amount, and will be invoiced on a % completion basis.

Please note that the fee for Basic Services has been based on an assumed MACC of \$20,000,000. Should this assumed amount at any time be adjusted, we reserve the right to also adjust our corresponding fee for Basic Services.

C. SUPPLEMENTAL/EXTRA SERVICES

1. PLANNING WORK SHOPS

We propose to conduct two (2) consecutive one-day workshops in Week 1 following N.T.P.:

- (a) Workshop with City. (2 days – in-person) Kickoff Meeting. Agenda – Scope, Schedule, Programming, Budget + Cost, Architectural Design, Sustainable Design Principles, Fund Raising Campaign, Public Outreach Campaign, Permitting; Civil/Site Design; etc.

- (b) Workshop with City. (1/2 day – in-person). Immediately following Workshop (a). Project Delivery Method.

Workshop (a) will have in-person attendance by Helix; Shive-Hattery; and KPG Psomas with other Team members attending virtually. Two full days @ 8 hrs.

Workshop (b) will have in-person attendance by Helix and ADM- Consultant (Parametrix).

Workshops will take place in three (3) consecutive days.

Follow-up work associated with each topic is shown under appropriate services headings in this Section IV. C.

FEE (including travel time):

Helix:

Principal:	25 hrs. @ \$220=	\$ 5,500
Sr. Arch./PM:	25 hrs. @ \$185=	4,625
Sr. Int. Designer:	21 hrs. @ \$170=	<u>3,570</u>
Sub-total:		\$13,695
Allowance for Workshop preparation (exhibits, handouts, schedule, ADM, budget, images, etc.)		\$ 5,000

Parametrix (in-person):

See Item C.3 in this Section.

Shive Hattery:

Per Attachment 'A': \$17,500

KPG Psomas:

Per Attachment 'B': \$ 5,324

BCE Engineers:

Per Attachment 'C': \$ 700

Sub-total: \$23,524

Helix Mark-up @ 10%: 2,352 \$25,876

TOTAL, WORKSHOPS: \$44,571

2. PROGRAMMING

Please see Attachment 'A'. Shive Hattery will lead the effort; Helix and PCS (Att. 'D') will support. Fee is additional to Workshops fee. Effort will continue for a period of 8 weeks, and will include virtual meetings with Owner as well as Team.

FEE:

Shive Hattery:		\$30,000
PCS:		<u>5,000</u>
Sub-total:		\$35,000
Helix Mark-up @ 10%:		<u>3,500</u>
Helix:		\$38,500
Principal:	24 hrs. @ \$220=	\$5,280
Sr. Arch./PM:	40 hrs. @ \$185=	7,400
Sr. Int. Designer:	40 hrs. @ \$170=	<u>6,800</u>
TOTAL:		<u><u>\$19,480</u></u>

3. ALTERNATIVE DELIVERY METHODS (ADM)

In order to provide expert services to evaluate the ADM options (traditional design-bid-build vs. Design-Build and GC/CM), we propose to engage **Parametrix** (Tacoma, WA.). Parametrix would

join Helix during the initial workshop -workshop (b)- and provide input to the City and Team regarding pro's, con's and costs associated with ADM's. Helix will support. Fee is in addition to Workshops fee.

FEE (ALLOWANCE):

Parametrix:	\$5,000	
Helix Mark-up @ 10%:	500	
Helix Support:	2,500	
TOTAL, ALLOWANCE:	(Hourly, Estimate):	\$8,000

Fee allowance based on 3-week period + process to determine Alternate Delivery Method (refer to attached preliminary Phase 1 schedule Exhibit 1).

Assumes Project Team doesn't need to support City in selection of ADM Advisor + ADM PM/CM and ADM legal counsel – City hires directly or City may issue RFQ and conduct virtual interviews (refer to schedule – 4-week process for City selection.)

If an ADM is selected, additional time will be necessary for Helix to support Parametrix with ADM PRC application + documentation and attending PRC presentation (please refer to attached preliminary Phase 1 schedule Exhibit 1 – lines; 50, 52, 63.)

Services will be invoiced on an hourly basis. We anticipate the proposed “Allowance” to be “not to exceed”.

Suggest an **allowance** of **\$5,000** be added to this task.

4. COST ESTIMATING

Please see Attachment 'E'. Helix will support developing project total budget ROM + MACC during programming phase (during the course of 8 weeks) and provide support/input/review of the SD and 50% DD estimates.

FEE:

Bill Acker Consulting Svcs.:	\$19,600	
Helix Mark-up @ 10%:	1,960	
Sub-total:	\$21,560	
Helix:		
Sr. Arch./PM:	Allowance:	\$7,500
TOTAL:		\$29,060

5. CIVIL ENGINEERING

Please see Attachment 'B'. Includes coordination of Traffic Analyses; Cultural Resources; and Stormwater Quality.

FEE:

KPG Psomas:	\$159,429	\$175,372
Helix Mark-up @ 10%:	15,943	

6. LANDSCAPE DESIGN

Please see Attachment 'B'. Included in Civil Engineering.

7. PERMITTING (PHASE 1)

General building permitting is covered under "Basic Services", with most work taking place during the Construction Documents stage (Phase 2). However, the permitting process is far more complicated for a project of this type (e.g., SEPA/NEPA; Environmental; Health Department, etc.) We will also prepare for and attend a Pre-Application meeting (virtual) with the City. KPG Psomas will take the lead on permitting, but Helix will also have significant support efforts. Please see Attachment 'B'.

FEE:

KPG Psomas:		\$19,387	
Helix Mark-up @10%:		1,939	
Sub-total:		\$21,326	
Helix:			
Sr. Arch./PM:	16 hrs. @ \$185=	\$2,960	
Arch. Job Cpt:	12 hrs. @ \$165=	1,980	
Permit Spec.:	16 hrs. @ \$100=	1,600	\$6,540
TOTAL:			\$27,866

8. INTERIOR DESIGN

Helix will provide interior design services – recommending interior materials and finishes; program verification; and support to the architectural design.

Deliverables:

- Digital color board (interior materials and finishes)
- Basic interior finishes floor plan
- Colors and materials schedules
- Outline specifications
- Basic interior elevations

FEE:

Principal:	4 hrs. @ \$220=	\$ 880	\$12,270
Sr. Arch./PM:	6 hrs. @ \$185=	1,110	
Sr. Int. Designer:	40 hrs. @ \$170=	6,800	
Interior Designer:	16 hrs. @ \$145=	3,480	

9. FURNITURE, FIXTURES & EQUIPMENT (FF&E)

The bulk of the work associated with FF&E will take place in Phase 2. However, Phase 1 will include **preliminary scope and budget development and DD drawings**. Helix will lead.

Drawing Deliverables: FF&E floor plans + FF&E abbreviated schedule and 3-D or imagery typical.

FEE:

Helix:			
Sr. Int. Designer:	20 hrs. @ \$170=	\$ 3,400	
Interior Designer:	30 hrs. @ \$145=	4,350	
Sr. Arch./PM:	4 hrs. @ \$185=	740	
TOTAL:			\$ 8,490

10. SYNTHETIC TURF & OTHER SPORTS FLOORING CONSULTING

Please see Attachment 'A'.

FEE:

Shive Hattery:	\$1,000	\$ 1,100
Helix Mark-up @ 10%:	100	

11. RENEWABLE ENERGY

Per 2021 WSEC Section C411. BCE Engineers will lead; Helix & Shive Hattery will support. Preliminary project scope and associated estimated costs developed during Phase 1.

FEE:

BCE Engineers (Att. 'B'):	\$3,500	
Helix Mark-up @ 10%:	350	
Helix:		
Sr. Arch./PM:	8 hrs. @ \$185=	\$1,480
TOTAL:		\$ 5,330

12. TRAFFIC ANALYSIS & REPORT

Please see Attachment 'B'. To be provided by **Fehr & Peers** under contract to KPG Psomas.

FEE:

KPG Psomas:	\$28,760	\$31,636
Helix Mark-up @ 10%:	2,876	

13. CULTURAL RESOURCES CONSULTING

Please see Attachment 'B'. To be provided by **RLR Cultural Resources, LLC** under contract to KPG Psomas.

FEE:

KPG Psomas:	\$14,742	\$16,216
Helix Mark-up @ 10%:	1,474	

14. 3-D RENDERINGS

The 3-D colored renderings will be suitable for display, showing preliminary design of the selected facility concepts. Shive Hattery and Helix will prepare renderings at Schematic Design completion, and during Design Development completion. Interior and Exterior renderings.

It is not yet known how many renderings the City wishes us to prepare, nor to what detail, but a rough fee for each rendering is typically \$2,000 - \$4,000 (each), depending on complexity and level of detail. On this basis we suggest a budget allowance, as follows:

FEE:	Allowance:	\$15,000
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15. GEOTECHNICAL ENGINEERING

Please see Attachment 'G'.

FEE:

Migizi Group:	\$33,950	\$37,345
Helix Mark-up @ 10%:	3,395	

It should be noted that the proposal assumes Test pits can be scheduled immediately immediately before or immediately after the drill date so we only have to make one trip for explorations.

If this is not feasible, then the extra mobilization would cost an additional \$1,000, or the city could mark the site for locates instead of our planned trip out there to do so.

16. SIGNAGE

By Helix. Preliminary project scope and associated ROM estimated costs developed during Phase 1.

FEE:	Hourly; Estimate:	\$12,000
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17. SUSTAINABLE DESIGN PRINCIPLES

Shive Hattery will lead; support by Helix; and BCE Engineers.

Preliminary project scope and associated ROM estimated costs developed during Phase 1.

FEE:				
	Shive Hattery (Att. 'A'):		\$8,000	
	BCE Engineers (Att. 'C'):		2,800	
	Sub-total:		\$10,800	
	Helix Mark-up @ 10%:		1,080	
	Helix:			
		Sr. Arch.:	24 hrs. @ \$185:	\$4,440
TOTAL:				\$6,600

18. AUDIO/VISUAL SYSTEMS

Develop scope summary and ROM budget. By BCE Engineers (Attachment 'C').

FEE:		\$3,850
	BCE Engineers:	\$3,500
	Helix Mark-up @ 10%:	350

19. ACOUSTICAL ENGINEERING

Analysis and recommendations for acoustical treatment of various spaces in the facility.

Services to be provided as required by **Coffman Engineers** (Seattle, WA), Please see Attachment 'F'.

FEE:		\$5,500
	Coffman Engineers:	\$5,000
	Helix Mark-up @ 10%:	500

20. STORM WATER/WATER QUALITY CONSULTING

To be provided by Osborn Consulting, Inc. under contract to KPG Psomas (Attachment 'B').

FEE:		\$27,014
	KPG Psomas:	\$24,558
	Helix Mark-up @ 10%:	2,456

21. DEVELOP PROJECT OVERALL SCHEDULE

We consider this an "Extra" service, as it will require a fairly significant amount of time to develop and maintain the schedule. Helix will lead, collaborating with the City, with input from the Consultant Team. (KPG Psomas and Shive-Hattery).

Please see preliminary schedule example, Exhibit 1.

FEE:	Allowance:	\$8,383
	Helix:	\$6,500
	KPG Psomas:	1,712
	Mark-up @ 10%:	171

22. SITE SURVEY

To be done by KPG Psomas. Please see Attachment 'B'.

FEE:		\$15,959
	KPG Psomas:	\$14,508
	Helix Mark-up @ 10%:	1,451

23. FUND-RAISING AND PUBLIC OUTREACH; GRAPHICS

At the City's option our Team can support your fund-raising efforts as well as public outreach, also including preparation of special graphics over and above the 3-D renderings addressed earlier (Item 14 in this Section).

The exact levels of services required/requested by the City are not yet defined. As for Public Outreach, we envision presentations to the City Council and Parks Commission; possible assisting in a public event. For funding, we may support the search for funding opportunities; support preparation of grant application(s); etc.

We are providing a "place holder" budget amount at this time, but will provide a fee proposal once actual desired scope of services is known.

KPG Psomas would take the lead on these tasks, supported by Helix and Shive Hattery.

FEE:	Allowance:	\$12,500
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24. KITCHEN/FOOD SERVICE CONSULTANT

May be required, pending scope, but has been excluded at this time.

25. ADM PROCESS OPTION (TBD)

Schedule line items (Exhibit 1). Helix to support City's ADM advisor (please refer to attached preliminary Phase 1 schedule Exhibit 1 – lines; 50, 52, 63).

FEE:	T.B.D.
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26. PROJECT MANAGEMENT

General Project Management is covered under "Basic Services". However, given the nature and extent of the exceptional array of "Extra Services" and number of sub-consultants, we will need additional funds to properly coordinate and manage the entire process. With an anticipated project schedule (through 50% DD) of 26 weeks, and an estimated project management time of 4-6 hours per week, we propose the following budget allowance.

ALLOWANCE:	\$20,000
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27. ENERGY LIFE CYCLE COST ANALYSIS (ELCCA)

If a "design-bid-build" (traditional) delivery method is chosen, an ELCCA should be performed in Phase 1. Please see Attachment 'C' from BCE Engineers as a possible line item for **\$13,200** including mark-up.

If an ADM is chosen (Design/build or GC/CM), the ELCCA will take place in Phase 2.

The potential fee is provided as a point of reference only, and is not included in our quote at this time.

28. FEE SUMMARY, EXTRA SERVICES

Summary of Extra Services fees are as follows:

1. Workshops:	\$ 44,571
2. Programming:	57,980
3. Alternative Delivery Methods:	8,000
4. Cost Estimating:	29,060
5. Civil Engineering:	175,372
6. Landscape Design (Part of Civil Engineering):	0
7. Permitting:	27,866
8. Interior Design:	12,270
9. FF&E:	8,490
10. Synthetic Turf Consulting (etc.):	1,100
11. Renewable Energy:	5,330
12. Traffic Analysis & Report:	31,636
13. Cultural Resources:	16,216
14. 3-D Renderings (Allowance):	15,000
15. Geotechnical Engineering:	37,345
16. Signage:	12,000
17. Sustainable Design Principles:	6,600
18. A/V Systems:	3,850
19. Acoustical Engineering:	5,500
20. Storm Water/Water Quality:	27,014
21. Project Schedule:	8,383
22. Site Survey:	15,959
23. Fund Raising & Public Outreach (Allowance):	12,500
24. Kitchen/Food Service:	T.B.D.
25. ADM Process Support:	T.B.D.
26. Project Management (Allowance):	20,000
27. ELCCA	13,200
TOTAL:	\$595,242

D. REIMBURSABLE EXPENSES

Reimbursable expenses, e.g., prints; copies; air fare; meals; lodging; etc. will be invoiced as incurred at cost +10%; personal auto mileage at \$0.655/mile.

SUGGESTED BUDGET:	Allowance:	\$15,000
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E. FEE SUMMARY

In summary, our fee proposal is as follows:

Basic Services:	\$406,000
Extra Services:	595,242
Reimbursable Expenses (Allowance):	15,000
TOTAL (PHASE 1):	\$1,016,242

V. ROM/"BALL PARK" PHASE 2 FEES

Assuming that the MACC will remain at \$20,000,000 estimated ROM fees through bidding for design-bid-build delivery method would be:

Basic Services:	\$ 623,500
Extra Services @ 50%:	311,750**
Sub-total:	\$ 935,250
Contingencies @ 20%:	187,050
TOTAL:	\$1,122,300

Construction & Close-out:	\$420,500*	
Contingencies @ 20%:	84,100	
Reimbursables:	15,000	
TOTAL:		\$ 519,600
TOTAL ROM FEE ESTIMATE (PHASE 2):		\$1,641,900
TOTAL ROM FEE ESTIMATE (PHASE 1/ PHASE 2):		\$2,657,942

*Assumes very basic support. Respond to RFI's; review submittals and shop drawings; one site visit monthly; virtual meetings (bi-weekly).

Does **not include FF&E; signage.

VI. EXCLUSIONS

Services excluded at this time, pending final scope definition and desired levels of support requested by the City:

1. Leadership in Energy and Environmental Design (LEED).
2. Total Building Performance – WSEC Section C407.
3. Elevator Consultant
4. Energy Life Cycle Cost Analysis (See Item VI.C.27)
5. Security Consultant
6. Building Envelope Consultant
7. Building Information Modeling (BIM) Manager + Job Captain
8. Kitchen/Food Service Consultant

VII. ASSUMPTIONS

Our proposal has been prepared based on the following assumptions:

1. Fees have, in general, been developed per the State of Washington's "Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects" (effective July 1, 2015).
2. This proposal addresses the Phase 1 of the project, bringing building and site design to approximately 30% design completion. A proposal for Phase 2 will be provided upon completion and approval of Phase 1.
3. The City will establish a working group, "Project Committee" including community representatives, with which the Consultant Team will interact during workshops and throughout the project development. Project Committee will be responsible for providing timely decisions and direction to Project Team to maintain project Schedule. City to identify selected members and main contact person, and contact information for the Project Committee during the Kickoff meeting.
4. City will pay for all permit-related costs directly.
5. Project Team will provide City with electronic copies of all submittals; City will be responsible for reproduction and distribution.
6. The contract between the City of Ellensburg and Helix Design Group, Inc. will utilize the City's standard "Agreement for Professional Services".
7. The City will establish a Contingency Account ("Management Reserve") to cover unforeseen scope requirements and possible additions to fees that have only been identified as "allowances" at this time.
8. Governing Codes: 2021 IBC (Washington State Amendments) + 2021 WSEC (Effective March 15, 2024). Building Envelope Requirements (Prescriptive Compliance) WSEC Section C402.
9. Contract Documents will be issued as two-dimensional drawings.
10. Please see Exhibit 2 for Helix Design Group's hourly billing rates.

We hope this proposal is acceptable. If you have any questions, please let us know.

Sincerely yours,
HELIX DESIGN GROUP, INC.



Erik Prestegaard
Principal

Attachments

Exhibit 1



Standard Billing Rates 2023

Position	Hourly Rate
Principal	\$ 220.00
LEED Specialist	\$ 185.00
Sr. Architect / Project Manager	\$ 185.00
Job Captain	\$ 165.00
Architect / Designer	\$ 145.00
Sr. Interior Designer	\$ 170.00
Interior Designer	\$ 145.00
Sr. Graphic Designer	\$ 170.00
Graphic Designer	\$ 130.00
Permit Specialist	\$ 100.00
Administration	\$ 70.00

NOTE: Rates are subject to annual adjustments at the beginning of each new fiscal year, 01 January.

ATTACHMENT 'A' SHIVE-HATTERY

PROFESSIONAL SERVICES AGREEMENT

ATTN: Erik Prestegaard
CLIENT: Helix Design Group
6021 12th St E
Suite 201
Tacoma, WA 98424-1376

PROJECT: City of Ellensburg Field House

PROJECT LOCATION: Ellensburg, WA

DATE OF PROPOSAL: September 29, 2023; Rev 10/13

PROJECT DESCRIPTION

Shive-Hattery will act as a Building Type Design Specialist responsible for leading design activities during the Programming and Schematic Design phase work associated with the field house project at Ellensburg, Washington. Support for various extra services and Design Development phase deliverables will be provided as outlined in the scope below.

SCOPE OF SERVICES

We will provide the following services for the project: Architectural Design and Programming

These services will consist of the following tasks:

1. Non-management aspects of “Basic Services” for Schematic Design as outlined in the Washington State *Guidelines for Architect/Engineer Fees for Public Works Building Projects (Effective July 1, 2015)*.
2. Support of Helix Design Group through 50% of “Basic Services” for Design Development as outlined in the Washington State *Guidelines for Architect/Engineer Fees for Public Works Building Projects (Effective July 1, 2015)*.
3. Extra Services identified in collaboration with client and outlined in Attachment “A”.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Project Management aspects of “Basic Services” for Schematic Design and the first 50% of Design Development as outlined in the Washington State *Guidelines for Architect/Engineer Fees for Public Works Building Projects (Effective July 1, 2015)*.
2. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery’s services.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.



SCHEDULE

Schedule for other work efforts will be completed based on a mutually agreed upon schedule. It is our understanding that Notice to Proceed is expected from the City of Ellensburg in November 2023.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Schematic Design	Fixed Fee	\$ TBD		\$ TBD
Design Development (50% Complete)	Fixed Fee	\$ TBD		\$ TBD
Planning Work Shops	Fixed Fee	\$ 17,500	\$ 4,000	\$ 21,500
Programming	Fixed Fee	\$ 30,000		\$ 30,000
Synthetic Turf & Other Sports Surface Consulting	Est. Hourly	\$ 1,000		\$ 1,000
3-D Colored Renderings	Est. Hourly	\$ 8,000		\$ 8,000
Sustainable Design Principles	Est. Hourly	\$ 8,000		\$ 8,000
Fixed Fee Total		\$ 47,500+TBD		
Fixed plus Estimated Totals		\$ 62,500+TBD	\$ 4,000	\$66,500+TBD

Fee Types:

- Fixed Fee - We will provide this portion of the Scope of Services for the fee amounts listed above.
 - The fees associated with Schematic Design and Design Development will be based on ratios of the fees structure outlined in the *Washington State Guidelines for Architect/Engineer Fees for Public Works Building Projects (Effective July 1, 2015)*.
 - For the Schematic Design Phase Shive-Hattery will receiving roughly 80% of the Architectural fee component.
 - For the Design Development Phase Shive-Hattery will receiving roughly 20% of one half of the Architectural fee component.
- Estimated (Est.) Hourly – We will provide this portion of the Scope of Services tracked and billed based on hourly rates in the Attachment “B”.

Expenses:

- Estimated amount - The estimated expense amounts above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. We will not exceed the amounts without your prior authorization.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

While this scope is associated with Phase 1 as identified by the City of Ellensburg, we encourage Helix Design Group to consider the following as Phase 2 fees are developed.

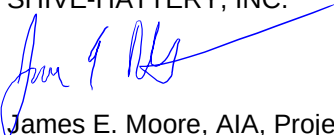
- 1) The majority of the Turf and Sports Flooring scope of work falls in Construction Documents phase efforts when final specifications and details are developed. Please consider reaching out to Shive-Hattery at that time for our expertise.
- 2) If desired, Shive-Hattery could provide staff familiar with the goals of the clients for 3rd party quality reviews of documents in the Construction Documents phase to support Helix Design Group in delivering high quality deliverables for use in bidding and construction.

AGREEMENT

This proposal is submitted with the understanding it will be used as the basis of an AIA Subconsultant Agreement between Shive-Hattery and Helix Design Group.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact me.

Sincerely,
SHIVE-HATTERY, INC.



James E. Moore, AIA, Project Manager/Design Studio Leader
jmoore@shive-hattery.com
cell: 515-210-7880

CC: Kyle Copelin – Shive-Hattery
Spero Valavanis – Shive-Hattery
Jeff Blachowski – Helix Design Group
Bruce McKean – Helix Design Group
File

ATTACHMENT “A” – EXTRA SERVICES

1. PLANNING WORK SHOPS
 - a. Attend meetings described in Helix Design Group proposal
 - b. Lead sessions related to Programming, Architectural Design, Sustainable Design Principals
 - c. Fixed Fee.....\$ 17,500
 - d. Estimated Reimbursable Expenses\$ 4,000

2. PROGRAMMING
 - a. Prepare for discussions at Planning Work Shops
 - b. Lead discussions to determine uses and associated spaces associated with project
 - c. Develop documents representing decisions including list of spaces, target areas, special building systems requirements, and, where appropriate, required adjacencies
 - d. This includes virtual meetings every other week through the programming phase to review progress
 - e. Fixed Fee.....\$ 30,000

3. SYNTHETIC TURF & OTHER SPORTS SURFACE CONSULTING
 - a. Participate in meetings and make initial recommendations for surfaces in recreation areas in final program
 - b. Estimated Hourly Fee\$ 1,000

4. 3-D COLORED RENDERINGS
 - a. A limited number of mid-level graphics (non-photo realistic) images will be produced as part of the design process
 - b. If the City desires photo realistic images or video fly-throughs for use in public engagement or fund raising, the additional effort will be tracked to this extra service
 - c. Estimated Hourly Fee\$ 8,000

5. SUSTAINABLE DESIGN PRINCIPLES
 - a. Facilitate discussions about the application of sustainable design principles in the context of the Field House project
 - b. Incorporate City of Ellensburg identified priorities into the project design
 - c. Estimated Hourly Fee\$ 6,000

ATTACHMENT "B" - STANDARD HOURLY FEE SCHEDULE
Effective January 1, 2023 to December 31, 2023

PROFESSIONAL STAFF:

Grade 1	\$104.00
Grade 2	\$124.00
Grade 3	\$138.00
Grade 4	\$154.00
Grade 5	\$172.00
Grade 6	\$185.00
Grade 7	\$202.00
Grade 8	\$221.00
Grade 9	\$240.00

TECHNICAL STAFF:

Grade 1	\$ 73.00
Grade 2	\$ 89.00
Grade 3	\$102.00
Grade 4	\$110.00
Grade 5	\$123.00
Grade 6	\$141.00
Grade 7	\$157.00

ADMIN STAFF: \$ 71.00**REIMBURSABLE EXPENSES:****TRAVEL**

Mileage- Car/Truck	\$0.65/ Mile
Mileage- Survey Truck	\$0.75/ Mi
Lodging, Mea	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

IN-HOUSE SERVICES**Prints/Plots:**

Bond	\$.30/Sq. Ft.
Mylar	\$.75/Sq. Ft.
Photogloss	\$.90/Sq. Ft.
Color Bond	\$.60/Sq. Ft.
Foam Core Mounting	\$ 13.00

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00

ATTACHMENT 'B' KPG PSOMAS

ATTACHMENT B

Scope of Work
City of Ellensburg
Community Field House Project
KPG Psomas Project No. 9HEL01XXXX
October 19, 2023

Project Description/Background

The project is as described in Section I, Project Scope of the Basic Services Proposal prepared by Helix Design Group.

Scope of Work

A summary of the anticipated overall project elements is provided below. As a subconsultant to Helix Design Group, KPG Psomas will lead the development of the site civil project components, including design, plan production and opinion of probable construction cost. KPS Psomas will retain three subconsultants, as noted in the following tasks.

This scope of work includes the following roles:

- Task 1. Planning Workshops (KPG Psomas)
- Task 5. Civil Engineering (KPG Psomas)
- Task 7. Environmental Permitting (KPG Psomas)
- Task 12. Traffic (Fehr & Peers)
- Task 13. Cultural Resources (RLR)
- Task 20. Stormwater Quality (Osborn)
- Task 21. Project Schedule (KPG Psomas)
- Task 22. Site Survey (KPG Psomas)

The specific scope of work for these improvements is described in the following tasks:

TASK 1 – Planning Workshops

The Consultant will prepare for and attend project planning workshops.

Assumptions:

1. Scope and fee for the Environmental Manager to participate in the planning workshops is included in Task 7.
2. The Consultant project manager will attend in-person planning workshops on two consecutive days, not to exceed twenty total hours including preparation and follow up.

Deliverables:

1. None

TASK 5 – Civil Engineering**Task 5.1 Project Management, Coordination and Administration**

5.1.1 - The Consultant will provide continuous project management and administrative services including:

1. Project set-up
2. Execution of subconsultant agreements
3. Preparation of monthly invoices with progress reports
4. Schedule and budget monitoring
5. Change management, including preparation of supplemental agreements
6. Record keeping and project closeout

5.1.2 - The Consultant will prepare and update a project schedule as it relates to site and civil tasks.

Assumptions:

1. The project duration will be six months.
2. The Consultant will coordinate with its subconsultants under their respective tasks (12, 13, and 20).

Deliverables:

1. Monthly invoice with progress reports (6 months)
2. Project schedule and updates using Microsoft Project (PDF)

Task 5.2 Schematic Design, On-site (Conceptual Design and Opinion of Probable Cost)

5.2.1 - The City or Helix Design group will furnish to the Consultant the following documents:

1. Documents related to improvements throughout Rotary Park
 - Solar Field Array, Youth Ball field lights, fencing, etc.
2. Right of Way/Easement dedications and documentation.
3. Geotechnical design parameters, including:
 - Summary of site soil and groundwater conditions;
 - Considerations for trenching and pipe bedding subgrade preparation and bedding materials for new utilities;
 - An assessment of infiltration feasibility at the Site and recommended design infiltration rates (if feasible) based on the results of grain size distribution test results and correlations in accordance with Ecology's SWMMIEW;
 - Pavement design recommendations for general parking areas, truck access routes, loading docks, and queuing lanes; and

General earthwork, dewatering, and wet weather considerations.

5.2.2 - The Consultant will prepare conceptual-level designs for the following site features:

1. Parking lot, including vehicle and emergency circulation routes, parking space configuration and optimization, and pedestrian circulation.
2. Field house access road, beginning at the southeast corner of Rotary Park and connecting to the access road that will be designed by the WinCo team, and ending with a connection to the existing west end of 1st Ave.
3. Water and sewer connections from the mains to the field house structure.

5.2.3 - Schematic design plans will consist of one plan sheet showing the proposed surfacing areas (limits of paving, sidewalk, landscaping); water and sewer service connections; and proposed pavement marking/curb scheme.

5.2.4 – The Consultant will prepare an Electric Vehicle (EV) Charging Station coordination design memo. Coordination efforts will include infrastructure provider determination, number of stations and level type, power source requirements and location and evaluation of communication network.

5.2.5 - The Consultant will provide parking lot and pathway lighting design using AGi32 Illumination modeling software, including illumination design report. Power source location shall be coordinated with the Project Architect and City Electrical Department.

5.2.6 - The Consultant shall review available background documents and information to inform the landscape design process, including zoning code (landscape requirements); landscape permitting requirements, buffers, plantings, landscape area in parking lots, and site amenities.

5.2.7 - The consultant will prepare an opinion of probable construction cost that corresponds to the schematic design and plan sheets anticipated and described above, including proposed pay items and method of measurement. The opinion of cost will include estimates for project elements that are not depicted on the schematic design plans (stormwater facilities, illumination, EV charging, and landscaping) as proposed in their respective narratives or reports.

5.2.8 - The Consultant shall provide internal quality assurance/quality control (QA/QC) review of all deliverables prior to submittal.

Assumptions:

1. The duration of the Schematic Design phase will be 10 weeks.
2. The Consultant will prepare for and attend bi-weekly design coordination meetings with City Project Manager and other Staff or project stakeholders. These meetings will be held via Microsoft Teams unless otherwise requested by the City.
 - a. Two members of the Consultant team will attend bi-weekly coordination meetings with City (estimated 5 meetings)
 - b. Drawings representing progress in developing civil engineering designs will be produced for each design team meeting for coordination with other disciplines.
3. The City will provide design and plan drawings for electrical service to the building, including at off-site extensions needed, and associated transformers, vaults, and other appurtenances as required for a complete design. The Consultant will insert the plan sheets into the plan set.
4. The Consultant will use RP-8-21 for lighting standards in the parking lot and the pathway.
5. EV charging and illumination infrastructure will not be included on the schematic design civil plans.
6. Right of Way and other Easements will be negotiated and procured by the City. The City will provide Right of Way determination and limits to the Consultant. The design will assume all public infrastructure will be within the Public Right of Way.
7. Construction site preparation, demolition and temporary erosion and sedimentation control work will be addressed by a general note on the Surfacing Plan.
8. Stormwater infrastructure will not be included on the schematic design civil plans. See Task 20.2 for stormwater deliverables related to Schematic Design.
9. Landscaping areas will be identified by hatching on the composite site plan drawing.

Deliverables:

1. Opinion of probable construction cost for improvements described above (PDF)
2. Composite Schematic Design plan for site/civil elements (22" x 34" PDF)
3. Coordination Log regarding Civil Engineering Elements (PDF)
4. Site draft illumination design report (PDF)
5. Summary of draft EV Charging Station coordination results memo (PDF)
6. Summary of landscape design requirements (PDF)

Task 5.3 Schematic Design, Off-site (Conceptual Design and Opinion of Probable Cost)

5.3.1 - The City will furnish to the Consultant, and the Consultant will review data provided by the City. The City shall provide the Consultant with the following documents:

1. Sewer main extension plans and project contacts for coordination
2. Watermain extension plans
3. CAD files representing the proposed access road design from Anderson Road to the southern boundary of the Rotary Park parcel, to use as the background for designing the water and sewer main extensions described in Task 5.3.2.

5.3.2 - The Consultant will prepare conceptual-level designs for the following off-site elements:

1. Water main extension from Anderson Road to 1st Ave, approximately 2700 linear feet. Watermain design will include appurtenance locations and service lines to field house and other potential site amenities. Water system profiles are not included in this task.
2. Sewer main extension from Anderson Rd to 1st Ave, approximately 2700 linear feet. The sewer main will be designed to receive side sewer connections from the field house and other site amenities. Sewer system profiles are not included in this task.

5.3.3 - Schematic design plans will consist of approximately 1 plan sheet, as follows:

1. Water and Sanitary Sewer Main Extension Plan [1 sheet, 1:60 scale]

5.3.4 - The consultant will prepare an opinion of probable construction cost that corresponds to the schematic design and plan sheets anticipated and described above, including proposed pay items and method of measurement.

5.3.5 - The Consultant shall provide internal quality assurance/quality control (QA/QC) review of all deliverables prior to submittal.

Assumptions:

1. Task 5.3 will occur concurrently with Task 5.2 and design coordination meetings will be combined.

Deliverables:

1. Opinion of probable construction cost for improvements depicted on the Water and Sanitary Sewer Main Extension Plan (PDF)
2. Schematic Design Water and Sanitary Sewer Main Extension Plan (22" x 34" PDF)

Task 5.4 50% of Design Development, On-Site (Plans and Opinion of Probable Cost)

5.4.1 - The Consultant will advance the design of site elements listed in Task 5.2.2, incorporating comments and design direction received from City review and input during the Schematic Design phase.

5.4.2 - The Consultant will update the Plans to reflect the updated design elements from Task 5.4.1. Updated design plans will consist of approximately 12 plan sheets, as follows:

1. Site Preparation, Demolition, and Temporary Sediment and Erosion Control Plan [1 sheet, 1:60 scale]
2. Grading Plan [1 sheet, 1:60 scale; 2 sheets, 1:20 scale]
3. Utilities connection plan, showing water and sanitary service connections to the building, and stormwater conveyance plan and details [1 sheet, 1:60 scale; 2 sheets, 1:20 scale; 1 sheet, not to scale]
4. Surfacing plan and details [1 sheet, 1:60 scale; 2 sheets, 1:20 scale; 1 sheet, not to scale]

5.4.3 - The Consultant will incorporate City comments into the draft EV Charging Station coordination results memo and finalize it.

5.4.4 - The Consultant will incorporate City comments into the draft illumination design report and finalize it.

5.4.5 - The Consultant will further develop the landscaping plan into up to three (3) different planting scheme types and different between the these types via hatching on the plans and opinion of cost.

5.4.6 - The Consultant will prepare an opinion of probable construction cost that corresponds to the plan sheets developed in Task 5.4.2.

5.4.7 - The Consultant shall provide internal quality assurance/quality control (QA/QC) review of all deliverables prior to submittal.

Assumptions:

1. The duration of the Design Development phase will be 8 weeks.
2. The Consultant will prepare for and attend bi-weekly design coordination meetings with City Project Manager and other Staff or project stakeholders. These meetings will be approximately one hour per meeting and will be held via Microsoft Teams unless otherwise requested by the City.
 - a. Two members of the Consultant team will attend bi-weekly coordination meetings with City (estimated 4 meetings)
 - b. Drawings representing progress in developing civil engineering designs will be produced for each design team meeting for coordination with other disciplines.
3. Illumination wiring calculations and wiring notes are excluded from this scope of work.
4. Exterior lighting features mounted on buildings will be provided by the architect.

Deliverables:

1. Opinion of probable construction cost for site/civil design elements, based on updated design plans (PDF)
2. Updated design plans for site/civil elements (22" x 34" PDF)
3. Coordination Log regarding Civil Engineering Elements (PDF)

Task 5.5 50% of Design Development, Off-Site (Plans and Opinion of Probable Cost)

5.5.1 - The Consultant will advance the design of site elements listed in Task 5.3.2, incorporating comments and design direction received from City review and input during the Schematic Design phase.

5.5.2 - The Consultant will update the Plans to reflect the updated design elements from Task 5.5.1. Updated design plans will consist of approximately 5 plan sheets, as follows:

1. Water and Sanitary Sewer Main Extension Plan and Details [1 sheet, 1:60 scale; 3 sheets, 1:20 scale; 1 sheet, not to scale]

5.5.3 - The consultant will prepare an opinion of probable construction cost that corresponds to the updated plan sheets developed in Task 5.5.2.

5.5.4 - The Consultant shall provide internal quality assurance/quality control (QA/QC) review of all deliverables prior to submittal.

Assumptions:

1. Task 5.5 will occur concurrently with Task 5.4 and design coordination meetings will be combined.

Deliverables:

1. Opinion of probable construction cost for site/civil design elements, based on updated design plans (PDF)
2. Updated design plans for site/civil elements (22" x 34" PDF)
3. Coordination Log regarding Civil Engineering Elements (PDF)

Task 5.6 Adjacent Project Coordination

The Consultant will coordinate with the adjacent WinCo development project during the Schematic and Design Development project phases.

Assumptions:

1. The WinCo development team will be responsible for designing the access road from Anderson Road to the southern border of the Rotary Park site. CAD files from the WinCo development team's design will be provided as a reliable reference to the Consultant.

TASK 7 – Environmental Permitting

Task 7.1 – SEPA Checklist

Prepare and submit environmental documentation for project approval under federal, state, and local laws and regulations. Environmental permitting includes NEPA CE processes with review and approval by WSDOT Local Programs, as well as the preparation of a SEPA Checklist for the project.

Assumptions:

1. For purposes of this scope of services, the Consultant has assumed that the City will be the SEPA lead agency and that they will issue a SEPA determination consistent with their SEPA rules. The City will be responsible for finalizing the checklist and responding to public and agency comments and will be responsible for any publication or permit fees.

2. The Consultant assumes that any technical documents necessary for SEPA review outside this scope of work will be provided by the City.
3. The SEPA Checklist will be based on project plans developed in Task 5.4. The City is responsible for any SEPA permit fees and for publication of all SEPA notices.
4. Except for a single site visit/hazardous materials windshield survey, no additional fieldwork or surveys will be required to complete the NEPA CE form.
5. This scope of work does not include technical studies, reports, or memoranda related to traffic, land use, air quality, water quality, hazardous materials, flood-plain concerns, wetlands, critical habitat, wildlife, fish, or any other discipline reports.

City Responsibilities:

1. Review of and comment on environmental documentation.
2. Lead coordination the City Planning Division for the SEPA Checklist.

Deliverables:

1. Draft and Final SEPA Checklist

Task 7.2 – Environmental Permitting Support

KPG Psomas will support the current and future environmental permitting effort on the project. The Consultant will prepare a detailed permit matrix, based on the design developed in task 5.4, describing all relevant local, state, and federal environmental permits and approvals anticipated on the project. The matrix will also serve as a living document to track permitting timelines and status, through future project phases. The Consultant will also provide environmental and permitting support to the City throughout the project design, including input on project design, project schedule, and ultimate project delivery methods and will attend project design meetings and workshops addressing these issues.

Deliverables:

1. Draft and Final Permit Matrix
2. Provide up to 26 hours on project design, schedule, and project delivery methods, including in-person attendance at up to 2 (two) meetings/workshops in Ellensburg.

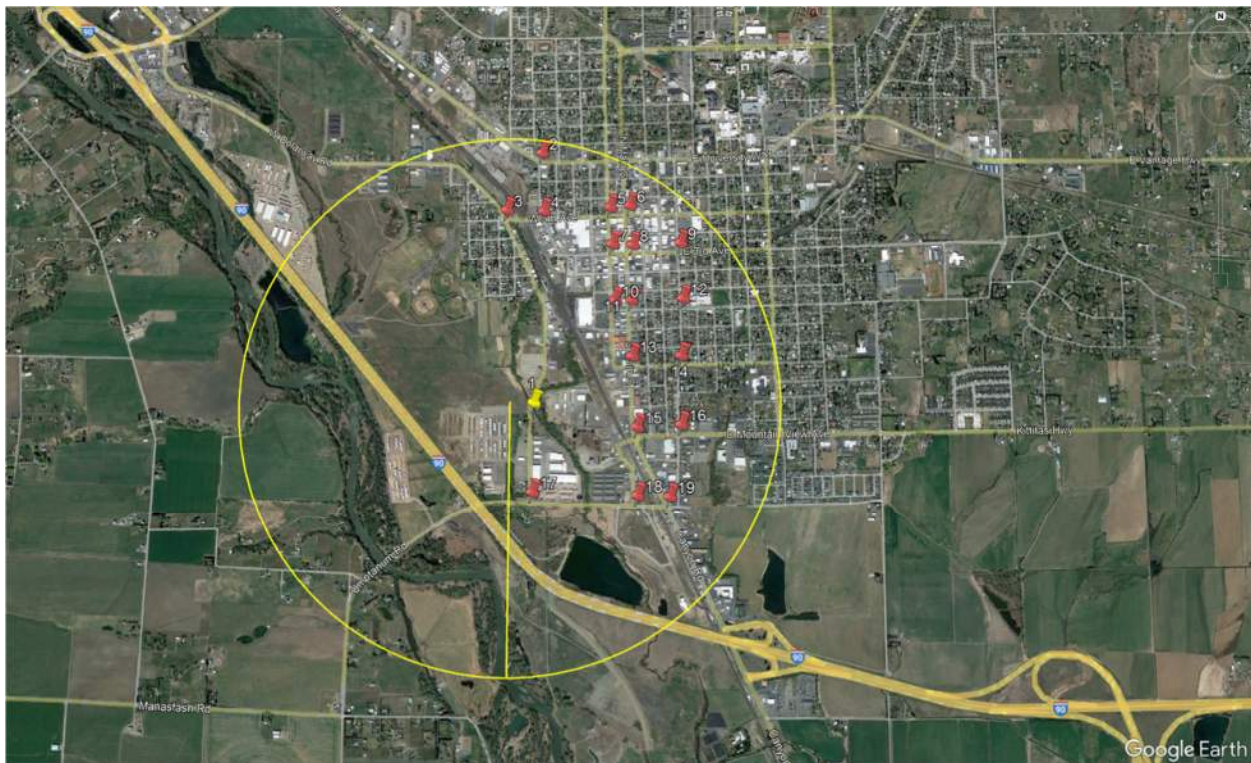
TASK 12 – Traffic (Fehr & Peers)**Task 12.1 – TIA Project Coordination**

Fehr & Peers will prepare for and attend up to two (2) virtual meetings to discuss key findings and milestones during the project, each not to exceed one (1) hour. This task also includes up to four (4) staff-hours to coordinate with client and City staff.

Fehr & Peers will prepare monthly invoices and progress reports. Although the duration of the overall project will be longer, Fehr & Peers' work is assumed to be completed within three months for invoicing purposes.

Task 12.2 – Existing Conditions Assessment

Existing conditions will include level of service (LOS) analysis during the weekday evening peak period (4:00 – 6:00 PM). Based on the City's TIA guidelines, we identified nineteen (19) potential study intersections on arterials and collectors within a one-mile radius of the site. Upon preliminary evaluation on the scale of the project, we will perform LOS analysis for up to ten (10) intersections for the TIA report. If more than ten intersections meet the threshold for analysis in the City's TIA Guidelines, a scope amendment may be needed. The potential 19 intersections along with a one-mile radius circle are shown in the map below:



Fehr & Peers will collect traffic movement counts at up to ten intersections during the evening peak period. Fehr & Peers will also assess active transportation and transit conditions near the proposed site as part of this task.

Task 12.3 – Project Trip Generation, Distribution and Assignment

Trip Generation estimates will be prepared using the Institute of Transportation Engineers (ITE) 11th Edition Trip Generation Manual with land use code 495 for recreational community centers. Fehr & Peers will also calculate the parking stalls that will be required for the proposed development to confirm the site plan.

The expected new project trips will be assigned to roadways and intersections using the Kittitas County Travel Demand Model, which served as the basis for the City of Ellensburg Transportation Element Update. The model will help determine which routes traffic to and from the project areas are expected to utilize as well as expected future traffic volumes. Engineering judgement will also be used to adjust the assignment of trips, and the initial distribution will be shared with City staff to ensure concurrence before proceeding to the next phase of work.

Task 12.4 – Level of Service and Traffic Impact Analysis

LOS analysis for each of the study intersections will be performed using methodology provided in highway capacity manual (HCM), 6th Edition, as incorporated in the Synchro 11 Traffic Analysis software. For any roundabout intersections, we will use SIDRA software for the analysis. The following scenarios will be studied as part of the LOS and traffic impact analysis:

- **Existing (2023 Weekday PM Peak Hour)**
- **Opening Year without Project**
- **Opening Year with Project (assumed 2024 to match Winco TIA)**
- **6-year without Project (assumed 2030 to match Winco TIA)**
- **6-year with Project**

The results of this analysis for both scenarios will be reported in terms of average delay per vehicle and LOS.

Task 12.5 – Traffic Impact Fees

The traffic impact fees associated with new trips generated by the project will be calculated. This task includes a summary of the initial calculations and a brief discussion with City staff, as well as minor updates to the impact fee estimate, as necessary.

Task 12.6 – Draft and Final Transportation Impact Analysis Memorandum

Assumptions:

1. Analysis will consider Weekday PM Peak Hour only.
2. All traffic analysis will be completed using Synchro traffic analysis software (or Sidra for roundabout controlled intersections), which uses HCM 6th Edition methodology.
3. We estimate up to four weeks of City review following submittal of draft TIA memorandum.

Deliverables:

1. **Draft Memorandum:** We will submit an electronic PDF copy of the draft transportation impact analysis to the project team and City Staff for review.
2. **Final Memorandum:** The document will be revised per comments received from City Staff. We have budgeted up to four (4) hours to respond to a single set of written comments on the draft memorandum. A final memorandum will then be submitted to the project team and City staff.

TASK 13 – Cultural Resources (RLR)

RLR Cultural Resources, Inc will submit a draft and a final report detailing the findings of the survey and inventory and all cultural resources. The report will include all appropriate maps, photos, sketches, site forms, management recommendations, and a bibliography of all consulted source material. At no time does final issuance of this report mean that the entire process is complete. There must be concurrence with DAHP.

1. The archaeologist will provide a literature search (via WISAARD) of relevant information on the history of the area and previously conducted cultural resource studies/sites. RLR will also search local archives, and any available ethnohistorical documentation and data.
2. The archaeologist will conduct a pedestrian survey of the proposed work area using 20 meter transects and inspect all recently disturbed surface for any evidence of historic use. The archaeologist will document, photograph, and evaluate all historic structures within the APE.
3. RLR will excavate subsurface test probes across the project with spacing dependent on landform sensitivity. The scope of this project will require a substantial number of tests at 30 meters within the project area.

4. The archaeologist will photograph, draw, GIS map and otherwise document any physical surface or subsurface features found that are prehistoric, historic, or traditional use. The archaeologist will also document anything of historic significance related to the project, and its potential to qualify for the National Register of Historic Places.

TASK 20 – Stormwater Quality (Osborn)

Osborn Consulting (Osborn) will support KPG Psomas (Prime Consultant) by developing the stormwater design approach and documentation for the project.

Assumptions:

1. Storm drainage design will be developed in accordance with the Washington State Department of Ecology's 2019 Stormwater Management Manual for Eastern Washington and City of Ellensburg (City) 2019 Public Works Development Standards.
2. Osborn will rely on the accuracy and completeness of information, data and materials generated or produced by the City of Ellensburg (City), the Prime Consultant, and other Consultants on the design team for topographic survey, geotechnical information, and utility locating and/or others in relation to this Scope of Work. Osborn will not provide additional verification of information, data, or materials received.
3. Prime Consultant will provide CADD base files and templates that have been set up according to City CADD standards.
4. Osborn will perform the services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the Prime Consultant and Osborn.
5. The Prime Consultant will be responsible for managing the project schedule, scheduling team and client meetings, and coordinating with the City to collect information.
6. The Prime Consultant will be responsible for coordination with any other subconsultants (survey, geotechnical, etc.).
7. No work will be required by Osborn to investigate streams, wetlands, or other critical environmental features within the project limits. If needed, this work will be performed by others.
8. Based on Osborn's current understanding there are no known cultural resources located within the project site.
9. City will coordinate with property owners for rights-of-entry and notices in advance to private properties if required for site survey, site investigation, and data gathering.

Task 20.1 – Project Management & Administration

1. Set up and close out the consultant contract
2. Coordinate and manage the project schedule and project team.
3. Prepare and electronically submit monthly status reports describing the following:
 - a. Services completed during the month
 - b. Services planned for next month
 - c. Schedule update and financial status summary
4. Prepare contract amendments, if needed.

Assumptions:

1. The project duration will be up to six (6) months from the date this contract is executed.
2. Status Reports will be Osborn standard format.

Deliverables:

1. Monthly Status Report (emailed to Prime Consultant in PDF format).

Task 20.2 – Schematic Design

1. Attend one (1) virtual meeting to coordinate with City stormwater staff regarding proposed drainage systems planned for the project and preferred stormwater management methods or known site constraints.
2. Complete one (1) site visit to observe conditions at the site and collect visual observations to support storm drainage design.
3. Develop one (1) draft and final conceptual sketch for storm drainage design.
4. Provide bullet point summary of anticipated storm drainage design elements.
5. Attend one comment review meeting with the City and/or consultant design team.

Assumptions:

1. Conceptual designs will be developed in GIS or Bluebeam. AutoCAD will not be used.
2. Conceptual designs will be plan view only, no profiles or pipe sizes will be developed.

Deliverables:

1. One (1) draft and final conceptual storm drainage design sketch (PDF)
2. Draft and final bullet point summary of drainage design elements (email or Word)

Task 20.3 – Design Calculations

Objective:

1. Complete hydrologic calculations for developing peak flows for the following design storms: water quality design storm, 2-year, 10-year, 25-year, and 100-year events.
2. Complete sizing calculations for water quality treatment, flow control, and/or infiltration.
3. Develop a draft and final written memo documenting storm drainage design.

Assumptions:

1. Hydrologic and hydraulic calculations will be completed using AutoCAD Storm and Sanitary Analysis software.
2. Storm drainage design memo will be up to five (5) pages

Deliverables:

1. Draft and final design memo of proposed storm drainage design (up to 5 pages)

Task 20.4 – 50% of Design Development

1. Develop opinion of cost for storm drainage items.
2. Attend one virtual comment review meeting with the City.

Assumptions:

1. Special provisions will not be prepared at this time.
2. Only one round of review is required for the PS&E submittal.

Deliverables:

1. Two (2) sets of redlines related to stormwater design elements
2. Opinion of cost for storm drainage items (PDF and Excel)
3. Design package comment responses (PDF)

TASK 21 – Project Schedule

The Consultant will review and provide input on overall project schedule.

Assumptions:

1. This effort will be limited to 8 hours of review and comment by a Senior Engineer.

Deliverables:

1. Review comments (PDF)

TASK 22 – Site Survey**Task 22.1 – Survey Control**

Establish horizontal and vertical control points within the project limits. Basis of control will be NAD 83/2011 and NAVD88 for horizontal and vertical respectively. Approximately 10 control points will be established at the site for continued use.

Assumptions:

1. Underground utility locates will be conducted via 811 “One-Call” request and/or by the City.

Task 22.2 – Topographic Mapping

Field mapping within the project limits will include topography, man-made surface features, limits of vegetation, trees (6” DBH or larger), overhead utilities, and painted underground utilities. Irrigation systems will not be included. Perform measure-downs of existing storm drain and sanitary sewer structures, indicating rim and pipe invert elevations. Document the approximate size, type, material, and general condition of the structures. These observations will be made from the surface. Any required pipe video inspection, potholing or smoke testing needed to verify the condition or connectivity of drainage features is outside the scope of this task.

The limits of topographic mapping are limited to the area within the City’s Rotary Park parcel highlighted in yellow below:



Task 22.3 – Locate Paint Marks by Locator

KPG Psomas will survey the location of the locate paint marks. While every reasonable effort will be made by KPG to depict the location of underground utilities based on utility locates, KPG is not liable for errors or omissions by utility locators or erroneous or insufficient information shown on utility record drawings.

Task 22.4 – Base Map and DTM Preparation

Prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD Civil3D format version 2022 of the project to KPG CAD standards. The base map will include information collected in the tasks above. One-foot contours will be generated from the DTM.

Deliverables:

1. One Autodesk Civil 3D electronic copy.

Task 22.5 – ROW and Parcel Lines

Road rights of way and property lines within the project limits will be determined from available public records (i.e. records of survey, plats, state right-of-way plans, etc.) and found survey monuments. Right-of-way and parcel information will be added to the base map provided with 22.4.



EXHIBIT XX
SUBCONSULTANT COST COMPUTATIONS

Client:
Prime Consultant:
Project Name:
KPG Psomas Inc. Project Number:
Date:

City of Ellensburg
Helix Design Group
Community Field House
9HEL01XXXX
10/19/2023

Task No.	Task Description	Labor Hour Estimate																Total Hours and Labor Cost Computations by Task	
		Principal	Senior Engineer	Project Engineer II	Design Engineer II	Design Engineer I	Senior Project Manager Survey	Survey Crew II (W/Equip)	Project Surveyor	Surveyor III	Urban Design Manager	Project Landscape Architect	Landscape Technician	Environmental Manager	Managing Biologist I	Senior CAD Technician	Senior Admin		
																		Hours	Totals
Task 1 - Planning Workshops																			
1.1	Prepare for Workshop		4	2														6	\$ 1,204.00
1.2	Attend Workshop		16	4														20	\$ 4,120.00
																		0	\$ -
																		0	\$ -
Task Total		0	20	6	0	0	0	0	0	0	0	0	0	0	0	0	0	26	\$ 5,324.00
Task 5 - Civil Engineering																			
5.1	Project Management/Coordination	2	22	2													30	56	\$ 9,614.00
5.2	Schematic Design (On-Site)	4	52	100	40						4	8	16				36	260	\$ 43,800.00
5.3	Schematic Design (Off-Site)	2	14	38													8	62	\$ 11,272.00
5.4	50% of Design Development (On-Site)	4	48	88	12	80					8	16	32				64	352	\$ 55,084.00
5.5	50% of Design Development (Off-Site)	2	22	38	24	12											12	110	\$ 18,464.00
5.6	Adjacent Project Coordination (Off-Site)		48	48														96	\$ 18,624.00
Task Total		14	206	314	76	92	0	0	0	0	12	24	48	0	0	120	30	936	\$ 156,858.00
Task 7 - Environmental Permitting																			
7.1	SEPA Checklist					4								40	2			46	\$ 9,614.00
7.2	Environmental Permitting Support													44	1			45	\$ 9,773.00
Task Total		0	0	0	0	4	0	0	0	0	0	0	0	84	3	0	0	91	\$ 19,387.00
Task 12 - Traffic (Fehr & Peers)																			
	Coordination		4															4	\$ 856.00
	See Subconsultants Below																	0	\$ -
Task Total		0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ 856.00
Task 13 - Cultural Resources (RLR)																			
	Coordination		4															4	\$ 856.00
	See Subconsultants Below																	0	\$ -
Task Total		0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ 856.00
Task 20 - Stormwater Quality (Osborn)																			
	Coordination		4															4	\$ 856.00
	See Subconsultants Below																	0	\$ -
Task Total		0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ 856.00
Task 21 - Project Schedule																			
21.0	Review Overall Project Schedule		8															8	\$ 1,712.00
																		0	\$ -
																		0	\$ -
																		0	\$ -

Task No.	Task Description		Labor Hour Estimate															Total Hours and Labor Cost Computations by Task		
			Principal	Senior Engineer	Project Engineer II	Design Engineer II	Design Engineer I	Senior Project Manager Survey	Survey Crew II (W/Equip)	Project Surveyor	Surveyor III	Urban Design Manager	Project Landscape Architect	Landscape Technician	Environmental Manager	Managing Biologist I	Senior CAD Technician			Senior Admin

Ellensburg Field House Project (Phase 1)

Civil Drawing Sheet List (22" x 34" sheets)

Revised October 19, 2023

Schematic Design Phase (SD), On-Site

Surfacing Plan (paving, sidewalk, striping)

# Sheets	Scale
1	1:60
1	Total On-Site Civil Dwgs, SD phase

Schematic Design Phase (SD), Off-Site

Water and Sewer Main Extension Plan

1	1:60
1	Total Off-Site Civil Dwgs, SD phase

50% of Design Development (DD), On-Site

Site Prep and TESC

1 1:60

Grading Plan

1 1:60

Grading Plan - Enlargements

assume 2 locations

2 1:20

Utility Service Connection & Stormwater Conveyance Plan

1 1:60

Utility Service Connections & Stormwater - Enlargements

assume 2 locations

2 1:20

Utility Service & Stormwater Details

1 n/a

Surfacing Plan (paving, sidewalk, striping, landscaping)

1 1:60

Surfacing Plan - Enlargements

assume 2 locations

2 1:20

Surfacing Details and/or Typical Sections

1 n/a

12 Total On-Site Civil Dwgs, DD phase

50% of Design Development (DD), Off-Site

Water and Sewer Main Extension

1 1:60

Water and Sewer Main Extension - Enlargements

at Access Rd connection

1 1:20

at Winco Dwy

1 1:20

at Anderson Rd

1 1:20

Water and Sewer Details

1 n/a

5 Total Off-Site Civil Dwgs, DD phase

ATTACHMENT 'C' BCE ENGINEERS, INC.



October 2, 2023

Helix Design Group
6021 12th Street E, Ste 201
Tacoma, Washington 98424

Attn: Jeff Blachowski, AIA

RE: Ellensburg Fieldhouse Building M & E Fees – Phase 1

Dear Jeff,

We are pleased that you have included BCE Engineers on the team for the Ellensburg Fieldhouse project. We look forward to working with you on this exciting and challenging project. BCE proposes to provide mechanical and electrical plans, specification, cost estimates and coordination with the design team, City of Ellensburg and the governing officials as necessary to support the project. The scope of the Phase 1 services includes design up to 50% Design Development (DD) level of completion. Design beyond 50% DD is excluded.

Basic Services:

The mechanical systems will consist of HVAC, DDC control system, plumbing and fire protection. The scope of the mechanical utilities work is limited to fire sprinkler service, storm, waste and domestic water within five feet of the building. All else is considered outside the scope of our work, including the design of any grease interceptors, oil/water separators and sand sediment filtration tanks.

Fire protection design is limited to coordinating space requirements and design of the sprinkler riser and preparation of performance specifications. Fire alarm design will include device layout.

The electrical systems will consist of power, lighting, and low voltage systems. The low voltage systems considered basic services are fire alarm systems, intrusion alarm systems, data network communication infrastructure, and intercom/clock systems.

The basic services agreement covers formal submittal packages for Schematic Design and 50% Design Development. Any additional formal submittals will be considered outside the basic scope of work and additional compensation will be negotiated at that time.

Meetings include the following (*one Mechanical and one Electrical Engineer in attendance*):

- Kickoff/ Workshop Meeting with City (2-Day in Person)
- Workshop with City (1/2-Day in Person)
- Design Team Meetings (Every 2-weeks) - Virtual

Support of the Revit (3D) effort for this project is included within the basic services fee structure with the exception of plumbing, fire alarm and fire protection which will be drafted in AutoCAD. Submittals for SD, DD, and CD will be based on AIA B101 Guidelines. We will limit Revit model updates to once every two weeks throughout the design process. Any requirements to support greater design elements per submittal than required by the B101 guideline or a requirement to support increased model updates will result in additional fees beyond basic services. Revit model updates will need to be provided at least one week in advance of a submittal deadline to allow time to update the model and make the required design changes.

Any requirement to upgrade to a newer version of Revit after the project has begun will also require additional work and fees beyond basic services.

We propose to perform the above services for a **fixed fee of 75% times the prime agreement percentage times the M & E construction value** for the basic services. Basic services will be determined using the Washington State Fee Schedule, Schedule 'B', based upon a MACC of \$ 20,000,000 (to be updated at the end of Phase 1) The fee will be 7.25% of the MACC.

We propose the following Extra Services:

1. Sustainable Design Principles: Includes develop of a sustainable “shopping list” with ROM costs for mechanical and electrical system options. Does not include life cycle cost analysis. We propose a fixed fee of **\$2,800**.
2. Planning Workshop A: Includes virtual attendance for one mechanical and one electrical engineer (2 hours each for a total of 4 hours). The Planning Workshop will cover sustainable design principles. We propose a fixed fee of **\$700**.
3. Energy Life Cycle Cost Analysis (ELCCA): An ELCCA will be developed to compare four different mechanical systems. The ELCCA will include an Energy Conservation Report showing the most life cycle cost effective mechanical system. This analysis also includes energy model simulation to determine the mechanical system with the lowest projected energy use. We propose to perform this service for a fixed fee of **\$12,000**.
4. Network Communication and AV Systems: An enhanced design effort is required and additional coordination with the Technology Department will be needed. This includes enhanced AV, network, and scoreboard. For Phase 1 we propose a fixed fee of **\$3,500**. Additional design and coordination services will be under Phase 2 as a separate extra service.
5. On Site Renewable Energy (WSEC C411): Provide design services for a photovoltaic system per Section C411 of the 2021 Washington State Energy Code (WSEC). This includes sizing of the system, coordination with the architect and structural engineer for panel placement and ROM cost for the system. For Phase 1 we propose a fixed fee of **\$3,500**. The design and specifications for the PV system will be under Phase 2 as a separate extra service.
6. GCCM Process: Supporting the GCCM process requires additional effort for the design team. We will need to support additional cost reconciliation meetings with the GCCM contractor. There is typically an enhanced contractor driven VE and constructability processes above the SPI required independent process. Additional fees will be included under Phase 2 if GCCM is the selection delivery method. *(Please note this does not include the additional effort required to support ECCM and MCCM. If this is required the additional effort will be negotiated at the time of ECCM and/or MCCM selection.)*

Services Excluded in Proposal:

- LEED Documentation and Support
- Elevator MEP design support
- Energy Life Cycle Cost Analysis
- Energy Modeling
- Value Engineering (VE) Support
- Constructability Review
- Arch Flash Study
- Frontage Improvement Design (Offsite Electrical, Utility Relocation, Street Lighting)
- Alternate Bid Designs
- Phased Construction Design
- Fire Pumps
- Data Network electronic equipment (switches, routers, WAPs)
- Telephone system equipment
- Evacuation assistance systems
- Seismic calculations for mechanical and electrical components
- All work associated with the research, application, and submittals for grant money
- Studies for indoor air quality
- Clash detection beyond standard design coordination is excluded.
- Construction Administration Support (Submittal reviews, RFI's, Site Inspections, etc.)

Again, thank you for the opportunity to work on this project with you, and if you have any questions please do not hesitate to call.

Sincerely,

BCE ENGINEERS, INC.



Joe Snyder, P.E.
Principal

BCE Engineers, Inc will provide the above services pursuant to the standards and provisions set forth in the 2017 Edition of AIA Document C401 "Standard Form of Agreement Between Architect and Consultant."

ATTACHMENT 'D' PCS STRUCTURAL SOLUTIONS, INC



Seattle	1011 Western Avenue, Suite 810 Seattle, WA 98104 206.292.5076
Tacoma	1250 Pacific Avenue, Suite 701 Tacoma, WA 98402 253.383.2797
Portland	101 SW Main Street, Suite 280 Portland, OR 97204 503.232.3746
www.pcs-structural.com	

September 28, 2023

Helix Design Group
6021 12th St E
Tacoma, WA 98484

ATTN: Erik Prestegaard

RE: *Ellensburg Community Center – Programming Phase Proposal*

Dear Erik:

Thank you for this opportunity to propose our Structural Engineering services for the Programming Phase of the Ellensburg Community Center in Ellensburg, Washington.

SCOPE OF SERVICES

The Ellensburg Community Center is a new structure that is to be constructed with a preliminary total MACC of approximately \$20 million. Our scope of services and resulting fee are based on our involvement in design meetings and our evaluation, recommendation and selection of structural systems for the building. This includes building layout, structural systems, and potential information required for the pending geotechnical studies. Structural drawings are not anticipated and therefore are excluded from this phase of the project.

We estimate our fee for this project will be **\$5,000**. Billing will be on an hourly basis and shall not exceed the estimated amount without prior written approval.

Thank you for this opportunity to be of continued service. If there are any questions regarding this proposal, please feel free to call. We look forward to hearing from you.

Very truly yours,

PCS STRUCTURAL SOLUTIONS

Jeff Klein, S.E.
Principal

JSKmap
24-011

Accepted by:

Signature Date

Printed Name/Title

ATTACHMENT 'E' BILL ACKER CONSULTING SERVICES

Bill Acker Consulting Services

Information Generated from Practical Experience in the Current Market Place

PHONE (360) 895-1756 • FAX (360) 874-2062

P.O. BOX 1213

GIG HARBOR, WA 98335

LICENSE I.D. #601 251 567

October 15, 2023

Helix Design Group
6021 12th Street East, Suite 201
Tacoma, WA 98424

Dear Erik Prestegaard:

Thank you for considering the use of my services to provide preliminary cost estimates and reviews to construct a new 100,000 SF to 120,000 SF Fieldhouse Sports Facility for the City of Ellensburg.

I am presuming the new fieldhouse facility will mostly house open sports courts, plus include large restroom and shower areas and significant site development. An all-inclusive \$25 million budget for that size of a new facility is likely to be significantly light, which may entail some value engineering options. Given that, my proposed fees are as follows:

A Pre-Design cost estimate & review, 45 hours x \$140 per hour = \$6,300.

A Schematic Design estimate & review, 50 hours x \$140/hour = \$7,000.

A Schematic Design, or Half-Design Development estimate & review, 45 hours x \$140 per hour = \$6,300.

This adds up to \$19,600 for all three estimates, and may be considered hourly not-to-exceed fees, where the invoices could come in less depending on how smooth things go, but would but not exceed the \$19,600 total cap.

Thank you again for the consideration. Please do not hesitate to call if you have any questions, or additional information is desired.

Sincerely,



Bill Acker

Bill Acker Consulting Services

ATTACHMENT 'F'

COFFMAN ENGINEERS, INC.



September 28, 2023

Mr. Erik Prestegaard
Helix Design Group
6021 12th Street East, Suite 201
Tacoma, Washington 98424

Project: Ellensburg Fieldhouse
Ellensburg, Washington

Subject: Acoustical Consulting Fee Proposal

Dear Erik:

Coffman Engineers, Inc. (Coffman) is pleased to provide our Acoustical Consulting Services proposal for the Ellensburg Fieldhouse project located in Ellensburg, Washington. Our proposed scope of services includes architectural acoustics for Programming, Schematic Phase, and 50% Design Development phases.

TERMS AND CONDITIONS

The attached *Coffman's General Terms and Conditions* will serve as our contract for services in conjunction with this proposal. Specific terms and details of this proposal will govern where there is a conflict between the two.

SCOPE OF WORK

Design Services:

We propose to provide the following services:

1. Provide acoustical design recommendations, design information and support for each design phase (based on AE guidelines deliverables for each phase) as follows:
 - Programming
 - Schematic Design Phase
 - 50% Design Development Phase
2. Provide a written scope summary, recommendations, exhibits, and design information to appropriate level of detail and information for the associated design phase. The summary will provide sufficient information to enable the development of budget level ROM cost estimates at each phase.

FEE

Our fee for providing the services above will be a lump sum of **Five Thousand Dollars (\$5,000)**.

Mr. Erik Prestegaard
Helix Design Group
September 28, 2023
Page 2

REIMBURSABLE EXPENSES

Reimbursable Expenses are defined in *Coffman's General Terms and Conditions*. Reimbursable expenses are not included in our Basic Services fee and will be billed at cost, plus 10 percent for handling.

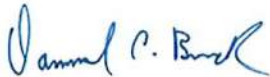
NOTICE TO PROCEED

Upon your concurrence with this proposal, please sign and return a copy of this proposal and initial and return the attached *Coffman's General Terms and Conditions* to this office for our records and as our Notice to Proceed.

Thank you again for including Coffman Engineers, Inc. on this project. Please call if you have any questions or require additional information.

Sincerely,

COFFMAN ENGINEERS, INC.



Daniel C. Bruck, Ph.D.
Principal Advisor, Acoustics

dcb:rzd
Enclosures

O:\Seattle Proposals\2023\23-21662 Ellensburg Fieldhouse\23-21662 Ellensburg Fieldhouse - Acoustics Proposal.docx

APPROVED AND ACCEPTED BY:

HELIX DESIGN GROUP

Signature

Title

Date



Coffman's General Terms and Conditions

These General Terms and Conditions, as well as the terms in the proposal delivered to you, make up the "Agreement" as referenced herein. The term "Client" refers to the entity referred to in the proposal that is obtaining Coffman's professional services.

1. **Basic Services:** Coffman will provide Client "Basic Services," which are more particularly described in the Proposal attached hereto. The Basic Services will be provided in phases as defined in the attached Proposal. Coffman's Basic Services will be performed in accordance with applicable laws, codes, and standards currently in effect as of this Agreement's Effective Date.

2. **Additional Services:** Services not expressly identified as Basic Services, services expressly outside the scope of Basic Services, or services identified as "Additional Services" in the attached proposal shall be considered "Additional Services." Additional Services may be required for the Project. Coffman may notify Client if it believes Additional Services are required on the Project and shall notify Client before performing any Additional Services. Coffman shall not be required to perform Additional Services pursuant to this Agreement unless Client provides written authorization for Coffman to proceed with the Additional Services and Coffman agrees to perform such Additional Services. Coffman's performance of Additional Services shall entitle Coffman to additional compensation pursuant to (i) the rate and reimbursable expense schedules in the attached proposal (ii) an appropriate adjustment in Coffman's schedule for completion. Additional Services and Basic Services may be collectively referred to herein as "Services."

3. **Reimbursable Expenses:** Expenses other than salary costs that are directly attributable to Coffman's Services ("Reimbursable Expenses") will be invoiced as described in the attached proposal and or the reimbursable schedule, or, if not listed in these documents, at Coffman's cost plus a 10% markup. Reimbursable Expenses include but are not limited to expenses related to out of town travel, long distance phone charges, postal and shipping charges, personal and rental car usage, job related supplies, and printing/reproduction costs.

4. **Subcontractors:** Coffman may, at Coffman's sole discretion, utilize other firms or consultants, if necessary, to complete the Services. The cost of any subconsultant services shall be subject to a 10% markup or as otherwise agreed upon to cover Coffman's overhead expenses.

5. **Time of Performance:** Coffman's Services pursuant to this Agreement are to commence upon the Agreement's Effective Date and continue until agreed upon Services are completed or the Agreement is terminated. Coffman will perform its Services with due and reasonable diligence consistent with sound professional practices. Coffman shall not be responsible for failure to perform its Services if (i) there is a failure or delay by Client or its contractors, employees, or agents in providing Coffman with the necessary access to documentation or information; (ii) Client causes delays in any manner, whatsoever; (iii) such failure is due to any force majeure, fire, inclement weather, act of governmental authority, or any other cause reasonably beyond Coffman's control. In any of these events, Coffman's time for completion of its Services shall be extended accordingly.

6. **Standard of Care:** Coffman shall perform Services in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographical area. **CLIENT ACKNOWLEDGES AND AGREES THAT COFFMAN HAS MADE NO OTHER IMPLIED OR EXPRESS REPRESENTATION, WARRANTY, OR CONDITION WITH RESPECT TO THE SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT.**

7. **Compensation:**

- A. Compensation to be paid Coffman shall be in accordance with the Agreement and attached appendices. Coffman shall submit monthly invoices to Client. Invoices shall be due and payable by Client immediately upon receipt.
- B. Invoices not paid within thirty (30) days of receipt will be considered delinquent, and Client will be liable to Coffman for a late charge accruing from the date of such invoice to the date of payment at the lower of twelve (12) percent per annum or the maximum rate allowed by law and Client agrees to pay such late fee.
- C. If Client fails to pay Coffman's invoices for fees and/or Reimbursable Expenses when they become due, other than in connection with a good faith dispute of the amount owing or due Coffman's breach of this Agreement, Coffman may suspend performance of its Services pursuant to this Agreement following three (3) days written notice to Client of such non-payment until Coffman is paid in full for all invoices due. In the event of such suspension for non-payment, Coffman's time for completion of its Services shall be extended accordingly.
- D. Further, if Client fails to pay Coffman's invoices for fees and/or Reimbursable Expenses when they become due, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, Coffman may elect to terminate this Agreement and performance of Services immediately following written notice from Coffman to Client. Notwithstanding any such termination of services, Client shall pay Coffman for all services rendered by Coffman up to the date of termination of Services plus all interest and termination costs and expenses incurred by Coffman.
- E. Client agrees that it will reimburse Coffman for any costs and attorneys' fees (including in-house counsel costs) Coffman incurs in any proceedings involving Client's delinquent invoice payments or nonpayment.

8. **Termination:** Notwithstanding any other section of this Agreement, either party may terminate this Agreement by fifteen (15) days written notice. If Client elects to terminate this Agreement, Client shall pay Coffman in full for all Services performed and Reimbursable Expenses incurred up to the date which Coffman receives written termination notice, plus all termination costs and expenses incurred by Coffman. If Coffman elects to terminate this Agreement, Client shall pay Coffman in full for all Services performed and Reimbursable Expenses incurred up to the termination date.

9. **Insurance:** Coffman shall at its own cost and expense procure and maintain for the duration of this Agreement the following insurance policies:

- A. **Commercial General Liability Coverage:** \$1,000,000 per occurrence and \$2,000,000 aggregate coverage for bodily injury, personal injury, and property damage.
- B. **Automobile Liability Coverage:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. **Workers' Compensation Coverage:** Coffman shall maintain Workers' Compensation insurance for its employees in accordance with the laws of the state where the services are being performed.
- D. **Professional Liability Coverage:** Coffman maintains professional errors and omissions coverage in an amount of \$1,000,000 on a claim made annual aggregate basis.

Coffman _____ Client Initials _____

Certificates of insurance reflecting such coverage may be produced by Coffman upon request. Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverages held by either party to this Agreement.

10. Limitation of Liability: To the fullest extent permitted by law, Coffman and Client agree to limit the liability of Coffman and its subconsultants to Client for any and all causes of action, claims (including but not limited to claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty), losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes related to Coffman's Services, so that the total aggregate liability of Coffman and its subconsultants to all those named shall not exceed \$50,000 or Coffman's total fee for Services, whichever is greater, in any event.

11. Indemnity: Subject to the limitation of liability mutually negotiated in this Agreement, Coffman shall indemnify Client from damages resulting from third party claims solely to the proportionate extent they are proximately caused by Coffman's negligent performance of Services pursuant to this Agreement. Coffman's indemnity obligations shall not require it to indemnify Client for Client's sole negligence or reckless or willful misconduct. If damages are caused by, result from, or relate to the concurrent negligence of Client or a third party not directly controlled by Coffman, Coffman's indemnity obligations shall be strictly limited to the extent of its proportionate negligence as established by a court of competent jurisdiction or arbitrator.

12. Ownership of Documents: All reports, field data, field notes, test data, calculations, drawings and specifications, estimates, CAD drawing files, and other documents prepared by Coffman, its officers, employees, agents, and subcontractors in the course of implementing this Agreement (collectively "Instruments of Service") shall remain Coffman's property. Coffman grants Client a nonexclusive license to use the Instruments of Service solely and exclusively in connection with Client's use on the Project, provided that Client substantially performs its obligations pursuant to this Agreement, including prompt payment of all sums when due to Coffman. Client agrees to indemnify and hold Coffman harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including but not limited to reasonable legal fees, costs of defense, and in-house counsel expenses), accruing or resulting to any persons, firms, or other legal entities on account of any damages or losses to property or persons including death and/or economic loss, arising out of the unlicensed or unauthorized use, transfer, or modification of the Instruments of Service.

13. Jobsite Safety: Coffman will not supervise, direct, control, or have authority over or be responsible for construction means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto on the Project or for any failure of Client to comply with applicable laws and regulations.

14. Hazardous Materials: Client acknowledges that Coffman has no expertise in and is not being retained for the purposes of investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances. Client agrees to indemnify and hold harmless Coffman from and against any and all claims, losses, damages, liability, and costs, (including but not limited to reasonable legal fees, costs of defense, and in-house counsel expenses) arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liabilities as may arise out of the sole negligence of Coffman in the performance of services pursuant to this Agreement.

15. Mutual Consequential and Punitive Damages Waiver: Neither Coffman nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party or to any third party. No punitive or exemplary damages of

any kind shall be recoverable against either party under any circumstances.

16. Assignment: Except as expressly provided for herein, neither Party will assign this Agreement, any right arising out of it, or the performance of obligations hereunder, without the written consent of the other. Nothing contained in this Agreement will create a contractual relationship with, or cause of action in favor of, any third party.

17. Severability: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the laws of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected and shall remain in full force and effect.

18. Governing Law: This Agreement shall be governed by the law of the location of Coffman's office identified in the attached Proposal, without regard to conflict of law principles.

19. Headings: The headings in this Agreement are for convenience of reference only and shall not be deemed to be a part of this Agreement or limit or otherwise affect the construction, interpretation, or meaning thereof.

20. Dispute Resolution: All claims, disputes, controversies, or matters in question arising out of or relating to this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, with the exception of those disputes that arise out of or are related to collection matters or fees alone pursuant to this Agreement (collectively "Disputes"), shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any Disputes, Coffman and Client shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. The mediator shall be located in the same county as Coffman's office listed in this Agreement, unless the Parties otherwise agree. In the event the Parties fail to mutually agree on a mediator, within ten (10) calendar days of a mediation request, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either Party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party as determined by an arbitrator or court of competent jurisdiction shall be entitled to recover its reasonable litigation expenses, including but not limited to court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Amendments: This Agreement may be modified or amended only by a written document executed by both Coffman and Client.

22. Interpretation of Agreement: This Agreement shall be interpreted as though prepared by all Parties thereto and shall not be construed unfavorably against either Party.

23. No Third-Party Beneficiary: This Agreement is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon any third party not a party to this Agreement.

24. Entire Agreement: This Agreement constitutes the complete and exclusive statement of Agreement between Client and Coffman. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

25. Waiver: No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that Party may have hereunder.

Coffman _____ Client Initials _____



Seattle Office Billing Rate Schedule

Effective January 1, 2023

PERSONNEL

HOURLY RATES

Senior Crane/Welding Specialist	\$231
Principal III (FP)	\$289
Principal II (FP)	\$278
Principal I (FP)	\$268
Senior Discipline Engineer (FP)	\$247
Senior Project Manager (FP)	\$205
Senior Engineer (FP)	\$221
Engineer III (FP)	\$200
Engineer II (FP)	\$168
Engineer I (FP)	\$142
Commissioning Manager	\$214
Commissioning Project Manager	\$197
Commissioning Engineer	\$175
Senior Lighting Designer	\$170
Commissioning Specialist	\$169
Commissioning Technician II	\$152
Commissioning Technician I	\$130
General Manager	\$192
Principal Advisor II	\$259
Principal Advisor I	\$237
Principal III	\$263
Principal II	\$252
Principal I	\$236
Senior Discipline Manager	\$237
Senior Discipline Engineer	\$231
Senior Engineer	\$186
Engineer III	\$169
Engineer II	\$147
Engineer I	\$130
Senior Lighting Designer	\$170
Senior Project Manager	\$237
Project Manager	\$192
Senior Designer	\$159
Designer III	\$147
Designer II	\$133
Designer I	\$122
Drafter II	\$104
Drafter I	\$90
Engineering Technician	\$120
Engineering Intern	\$79
Project Coordinator	\$100
Clerical	\$81

These rates are effective through December 2023



Seattle Office Reimbursable Expenses Schedule

Effective January 1, 2023

Reproduction Costs

Copies – 8 ½" x 11", 8 ½" x 14" (per page): \$0.10
Copies – 11" x 17" (per page): \$0.15

System Charges

Plots:

Size	Paper Plots
11" x 17"	\$0.75/plot
18" x 24"	\$1.50/plot
24" x 36"	\$3.00/plot
24" x 48"	\$4.00/plot
30" x 42"	\$4.50/plot
36" x 48"	\$6.00/plot
36" x 60"	\$7.50/plot

Computer Charges from Other Systems: Billed at 1.10 times cost

Auto Mileage Reimbursement Per Current Federal Guidelines: 65.5 cents per mile

Equipment, Supplies, and Other Services

Charges for miscellaneous expenses such as long distance or toll telephone calls, postage and shipping charges, telegrams and messenger service, permits, licenses, and fees paid for securing approval of authorities having jurisdiction over the project will be billed at 1.10 times cost.

Charges for services, equipment, travel, and facilities not furnished directly by Coffman Engineers, Inc., and any unusual items of expense not customarily incurred in our normal operations, are computed on the basis of cost plus 10 percent. Such items include, but are not limited to, surveying services, services of testing laboratories, and unnamed specialist consultants.

3D Scanner: \$120/Hourly Rate

ATTACHMENT 'G' MIGIZI GROUP, INC.



MIGIZI GROUP, INC.

PO Box 44840
Tacoma, Washington 98448

Phone (253) 537-9400
Fax (253) 537-9401

October 18, 2023

Helix Design Group
6021 12th St E
Milton, WA 98424

Attention: Erik Prestegaard
erikp@helixdesigngroup.com
253.922.9037

Subject: Proposal for Geotechnical Engineering Services
Proposed Rotary Park Field House
1200 W 5th Ave
Ellensburg, WA 98926
Parcel No. 228133

MGI Proposal Z0620

Dear Mr. Prestegaard:

Migizi Group, Inc. (MGI) is pleased to submit this proposal to conduct a geotechnical evaluation for the proposed field house at the existing Rotary Park at West 5th Ave in Ellensburg, WA. This proposal is based on initial discussions with you.

SITE AND PROJECT DESCRIPTION

The project parcel is a 197.23-acre city park located within city limits, towards the end of W 5th Ave, just west of downtown Ellensburg, WA. The immediate project area will be located within the park, at an as of yet unfinalized location.

Plans call for construction of a large single story field house, approximately 100,000 to 120,000 square feet in size. The building will be enclosed, built at or near existing grade, and will house indoor play fields and other public facilities. Existing onsite utilities will be tied into the new building. It is currently unknown at this time if the proposed facility will require any infiltration facilities.

SCOPE OF SERVICES

In order to provide recommendations for the proposed improvements, we propose performing a geologic reconnaissance of the site, performing 3 sonic borings across the property, and excavation of 4 to 6 test pits in the immediate area of the new structure. In addition, we will install groundwater monitoring wells in the borings and City of Ellensburg employees will

conduct groundwater monitoring operations between November 2023 and June 2024, to meet county groundwater requirements. The borings will be conducted by an independent excavator owner/operator under subcontract to MGI. A representative from our firm will log subsurface conditions within the explorations and collect samples for laboratory analysis.

Test pit explorations will also be excavated across the property, immediately adjacent to the proposed footprint of the new structure. Per our conversation, heavy equipment and an excavator operator will be provided by the City of Ellensburg.

MGI will provide geotechnical personnel and laboratory services for this project based out of our office in Tacoma, WA. We anticipate that our services will include the described geologic reconnaissance and explorations, geologic and geotechnical research, engineering analysis, laboratory analysis. In addition, we will include recommendations regarding groundwater and infiltration for improvements associated with this project. Should additional work associated with groundwater be necessary, an additional proposal can be provided at such a time. This proposal does not include a full geohydrologic study of the site or immediate area.

Field Coordination: Before drilling operations and test pit excavations, we will request the one-call utility locating service to mark any underground utilities on the site. Current one-call regulations require that the site be marked with white paint before utilities will be located, so a preliminary site visit to mark the site will be necessary. One-call only marks public utilities up to the utility metering device and does not mark private utilities. Should City of Ellensburg offices also have existing drawings for onsite utilities, MGI will require a set of drawings to ensure that known utility lines are given proper clearance.

Upon arrival at the site, we assume that the equipment and crew will be given ready access to the work locations and that any necessary permits or other rights-of-entry will have been obtained in advance by the client. During our field explorations, we will limit disruption of ongoing activities at the site to the extent practical.

Site Restoration: We will exercise due care while working at the site, but it should be realized that some surface disturbance is unavoidable. Such disturbance could include track rutting, soil mounds, bare spots, slight subsidence, and/or soft areas. Although we perform general clean-up and restoration tasks before leaving the site, complete restoration of these disturbed areas and/or repaving is *not* included in our scope of services. Should additional protective equipment be necessary to further reduce equipment impact onsite, i.e. drilling track mats, these can be provided by the drilling subcontractor at additional costs.

Geotechnical Design Report Preparation: After analyzing the site conditions, we will prepare a Geotechnical Design Report for the project. Our report will include the following specific items:

- Site plan showing approximate exploration locations on a base map,
- Descriptive logs of our subsurface explorations,
- Description of surface, soil, groundwater, and seismic conditions,

- Conclusions regarding suitable types of foundations, including design recommendations,
- General design recommendations for slab-on-grade floors,
- Recommendations for actions in areas of unsuitable soils, if any,
- Conclusions regarding the reuse of onsite soils for structural fill,
- Conclusions regarding onsite liquefaction potential,
- Recommendations for new asphalt pavement,
- Estimated total and differential settlements under the expected loading conditions,
- Evaluation of feasibility of onsite storm water infiltration in potential infiltration areas of the site with, if applicable, a preliminary design infiltration rate based upon grain size analysis,
- Recommended seismic design parameters, including I.B.C. soil profile type,
- Recommendations for site preparation,
- Recommendations concerning temporary and permanent drainage systems,
- Recommendations for construction monitoring,
- Explanation of report limitations, and
- Recommendations for further geotechnical and hydrological study, if warranted.

SCHEDULE

In order to limit the cost of our mobilization for project excavation, test pit excavations should be scheduled one day prior to the beginning of onsite drilling operations. Current estimates have driller availability at or near the beginning of December. Our geotechnical report will be issued approximately four weeks after completion of our field explorations. We can provide preliminary design data to you or the design team members prior to issuance of our final report as it becomes available. Post-report services such as plan reviews, meetings, supplemental analyses, or construction monitoring would be billed on an hourly basis in addition to this estimated total.

After groundwater monitoring wells are installed, weekly site visits by city employees should be made to monitor groundwater levels during the “wet season”, which is defined by the state Department of Ecology for projects in Eastern Washington as being between October 1 and the following June 30th. At the end of the monitoring period, a *Groundwater Monitoring Summary Letter* will be provided from our office with the data collected by city employees.

COST ESTIMATE

Our services will be performed on a Time and Materials (T&M) basis for an estimated budget of **\$33,950**. Our work will be conducted under the conditions outlined in the attached Professional Services Terms and Conditions and Schedule of Charges. Our services are based on the following cost estimates:

ITEM	SCOPE OF SERVICES	COST ESTIMATE
1	Site visit for Utility Locates	\$ 1,000
2	Drilling Contractor (3 x 25' borings)	\$ 21,750
3	Field Engineering, Travel Time, Mileage, Per Diem	\$ 4,900
4	Laboratory Analyses (Grain-Size, CEC, and Organic Matter)	\$ 950
5	Groundwater Monitoring Summary Letter	\$ 1,100
6	Engineering Analysis and Geotechnical Report n	\$ 4,250
TOTAL COST ESTIMATE		\$ 33,950

If adverse conditions arise during our evaluation, we will inform you as soon as possible and will perform no work beyond the authorized scope without your approval. Post-report services, such as plan reviews, response to comments, meetings, supplemental analyses, or construction monitoring will be invoiced separately on a T&M basis.

CLOSURE

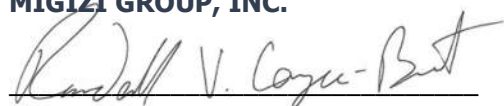
If this scope of work and budget estimate meets with your approval, please sign, and return a copy of this proposal or you may issue your standard purchase order as authorization to proceed. MGI appreciates the opportunity to provide these services to you. If you have any questions concerning this proposal, please feel free to contact the undersigned.

Respectfully submitted,

Authorized by,

MIGIZI GROUP, INC.

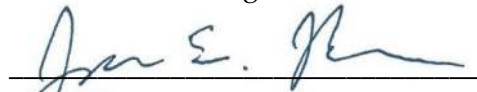
Helix



Randall V. Conger-Best, L.G.

Senior Staff Geologist

Signature and Date



James E. Brigham, P.E.

Senior Principal Engineer

Printed Name and Title

Attachments: *Professional Services Terms and Conditions*
Schedule of Charges



PROFESSIONAL SERVICES TERMS AND CONDITIONS

Page 1 of 2

The following Terms and Conditions are attached to and form part of the Proposal for Professional Services to be performed by MIGIZI and together, when the CLIENT authorizes MIGIZI to proceed with the services, constitute the AGREEMENT.

DESCRIPTION OF WORK: MIGIZI shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and MIGIZI. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to MIGIZI upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle MIGIZI, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of MIGIZI's invoices within 30 days of MIGIZI rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of MIGIZI are terminated. On termination by either party, the CLIENT shall forthwith pay MIGIZI all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, MIGIZI's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the SERVICES include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by MIGIZI are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that MIGIZI has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by MIGIZI, CLIENT agrees to indemnify and hold MIGIZI harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, MIGIZI will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases MIGIZI from any liability and agrees to defend, indemnify and hold MIGIZI harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of MIGIZI. It is further agreed that the total amount of all claims the CLIENT may have against MIGIZI under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to MIGIZI for the SERVICES or fifty thousand dollars. No claim may be brought against MIGIZI more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against MIGIZI and not against any of MIGIZI's employees, officers or directors.

MIGIZI's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and MIGIZI shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, MIGIZI knowingly encounters any such substances, MIGIZI shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against MIGIZI, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold MIGIZI harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of MIGIZI. MIGIZI and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

15MAR2016



PROFESSIONAL SERVICES TERMS AND CONDITIONS

Page 2 of 2

DOCUMENTS: All of the documents prepared by or on behalf MIGIZI in connection with the PROJECT are instruments of service for the execution of the PROJECT. MIGIZI retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of MIGIZI. In the event MIGIZI's documents are subsequently reused or modified in any material respect without the prior consent of MIGIZI, the CLIENT agrees to defend, hold harmless and indemnify MIGIZI from any claims advanced on account of said reuse or modification.

MIGIZI cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold MIGIZI, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the properties of MIGIZI, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without MIGIZI's written consent.

FIELD SERVICES: MIGIZI shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. MIGIZI shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction of the State of Washington and venue for any action to enforce this AGREEMENT, shall at MIGIZI's sole discretion, lie in King County, Washington.

ATTORNEYS FEES AND COSTS: In any action to enforce this AGREEMENT, the prevailing party shall be entitled to recover and be awarded its legal fees and costs, including fees and costs incurred in any bankruptcy and/or arbitration proceedings, as well as any and all post-judgment enforcement decisions.

ASSIGNMENT: The CLIENT and MIGIZI shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and MIGIZI.

15MAR2016



MIGIZI GROUP, INC.

Post Office Box 44840
Tacoma, Washington 98448

PHONE (253) 537-9400
FAX (253) 537-9401

Schedule of Charges

CHARGES

Charges for services provided by Migizi Group, Inc. (MGI) are determined by the hourly rates listed below. Unless other arrangements have been made, charges for all work will be based on MGI's Professional Services Terms and Conditions and conducted in accordance with the Proposal for Professional Services.

Standard Rates*

Senior Principal Engineer/Scientist / Design Engineer I	\$200.00 / Hour
Principal Engineer/Scientist	\$190.00 / Hour
Associate Engineer/Geologist/Scientist	\$175.00 / Hour
Senior Project Engineer/Geologist/Scientist	\$150.00 / Hour
Project Engineer/Geologist/Scientist	\$135.00 / Hour
Senior Staff Engineer/Geologist/Scientist	\$120.00 / Hour
Senior Technician / CAD Technician	\$90.00 / Hour
Staff Technician / Word Processor	\$80.00 / Hour
Project Assistant	\$75.00 / Hour

Other Direct Charges

Automobile Mileage	\$0.80 / Mile
Expenses**	Cost plus 15%

* A 30% surcharge is applied to all expert witness, under oath, and claim support services.

**Other charges for services such as but not limited to, shipping, subsistence, transportation, delivery services, printing and reproduction, miscellaneous supplies, rentals, professional services and contract labor and laboratory services.

PAYMENT ADDRESS:

Migizi Group, Inc.
Attn: Accounts Payable
Post Office Box 44840
Tacoma, Washington 98448
Phone: 253-537-9400
Fax: 253-537-9401

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
Helix Design Group, Inc.**

RELATING TO: Ellensburg Community Fieldhouse Project

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this 24th day of October, 2023 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and **Helix Design Group, 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 **Ellensburg Community Fieldhouse** 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 **July 1, 2024**. The work shall be completed in accordance with the schedule set forth in the attached **Exhibit 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, or based on percentage of completed work for lump sum agreements, as set forth in the attached **Exhibit 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 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 **\$100,000**. 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 **\$1,116,042**. 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 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. 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. 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. 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 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 Engineering
Attention: Derek Mayo
501 N. Anderson
Ellensburg, WA 98926

Helix Design Group, Inc.
6021 12th St. E. Suite 201

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, 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: Bruce McKean
Title: Principal
Tax ID#: 26-1722328

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney



Meeting Date: November 6, 2023
City of Ellensburg
City Council Agenda Report

Agenda Subject: 2024 City of Ellensburg Legislative Priorities (Public Comment Opportunity)
Submitted by: Heidi Behrends Cerniwey, City Manager
Department: City Manager

Suggested Motion/Action:

Move to approve 2024 City of Ellensburg Legislative Priorities.

Background/Summary:

The Ellensburg City Council approved a 2023-2028 Strategic Vision by Resolution 2022-17, reflecting a common set of priorities and milestones for the City over the near term. Because state and federal legislation impacts policy and operations at the local level, creating a common legislative agenda aligned with City priorities is an important next step as the State Legislature reconvenes in January 2024.

Previous Council Action:

The City Council adopted 2023 Legislative priorities at their meeting on November 1, 2022 which included topics of Energy Policy Compliance, Homeless and Affordable Housing, Wastewater Treatment Plant Infrastructure Upgrade, Behavior Health Resources, Reserve Police Officers, Blake Decision and Costs Transferred to Cities. At their February 6, 2023 meeting, Council added advocacy for funding the Ellensburg Community Fieldhouse to this list of priorities. At the meeting on August 7, 2023, the City Council approved funding for legislative advocacy services. Josh Weiss and Hanna Jones of Gordon Thomas Honeywell were selected to assist in preparing for the 2024 Washington State Legislative Session and to represent the City's interests during session.

Analysis:

Having a set of adopted legislative priorities assists staff, elected officials, and lobbyists in aligning advocacy efforts around policies that may positively or negatively impact City infrastructure, utilities, and services.

Financial Impact:

Funding for legislative advocacy services was approved at the August 7, 2023 meeting. The Agreement with Gordon Thomas Honeywell provides for up to \$36,000 and extends through the 2024 Legislative Session.

Budget Adjustment: No

Attachments:

1. Proposed Ellensburg 2024 Legislative Priorities - 11-6-2023
2. AWC 2024 Legislative Priorities Overview

Proposed Ellensburg 2024 Legislative Priorities

City Council Meeting 11/6/2023

The City of Ellensburg supports legislation that furthers the goals of the Council's Strategic Vision and protects the City's ability to provide basic municipal services to residents. Prior to the start of a legislative session, the City Council adopts Legislative Priorities. These priorities are developed by City staff and Councilmembers.

CLIMATE COMMITMENT ACT (CCA) COMPLIANCE AND POLICY CHANGES

POLICY CHANGE RECOMMENDATIONS

Amend RCW 42.30.110 Open Public Meetings Act to authorize Executive Sessions for carbon allowance auction strategy and sales/purchases transparency

Increase no-cost allowances (cap) and decrease pace of reduction for municipal natural gas utilities

Reduce requirements for burdensome cash bid guarantees for small utility participation and evaluate auction system fiscal controls

Clarify requirement for non-volumetric credits

Develop low-income definition equitable to all customers

Provide state programs and incentives to assist small municipal natural gas customers to switch to low and carbon-free energy equipment

Guarantee CCA program funding returns to municipal utilities in amounts commensurate to those invested in the carbon markets and ensure auction proceeds are prioritized for those actions that benefit fuel transition costs for emissions reductions

Allocate funding to support municipal utility compliance, planning, and reporting

State leadership in energy resource supply adequacy for clean energy economy—fund study to evaluate resource adequacy, use of natural gas as redundant energy system, and future potential use of natural gas distribution system assets

Ellensburg is one of two municipal natural gas utilities in Washington State and one of 22 municipal electric utilities (Ellensburg is the only municipal natural gas & electric utility in Washington State). Ellensburg has a long-term commitment to energy conservation and reduced demand. Two comprehensive State mandates, the Climate Commitment Act (CCA) and Clean Energy Transformation Act (CETA), seek collectively to reduce emissions, decarbonize the building sector, invest in clean transportation, and build a clean energy future, with mitigated impacts to vulnerable populations. Both require significant electric and natural gas utility planning, implementation, and reporting. Ellensburg is not in a position to build new electrical generation facilities to meet local demand. Impacts of these policies to small municipal utilities are substantial and require significant specialized skills to implement and meet carbon reduction and equity goals.

CCA Compliance Challenges

Two small municipal natural gas utilities are disproportionately impacted by costs of CCA compliance. Ellensburg has approximately 5,000 natural gas connections, including residential, commercial, and industrial customers. Participation in CCA auctions for 2023 required \$1.25 million in utility cash for first year commitments—14% of our total \$9 million revenue. The utility has seven field crew members with 2.5 administrative staff to operate the distribution system. Additionally, there are two employees to purchase energy, assist with rate setting, monitor state and federal GHG and energy reporting, CETA and CCA compliance, energy conservation, and administer various programs for both natural gas and electric services. Statewide, there are large private for-profit natural gas companies that have natural gas customer connections ranging from 300,000 to over 800,000 for each of these various utilities, some with customers in other northwest states and some entirely in Washington State.

Ellensburg municipal electric utility is a CCA covered entity. Because the City purchases approximately 95% clean energy, first-year fiscal impacts of the CCA are less severe than those of the City's natural gas utility. But over time, the CCA could have potentially significant impacts because of uncertainty in the Bonneville Power Administration's (BPA's) power purchase decisions (which are outside the scope of control of the City).

Compliance with the CCA requires significant staff and financial resources which burden small municipal utilities like Ellensburg (and Enumclaw) disproportionately. A reasonable remedy for these two small Washington cities is to increase no-cost carbon allowances for municipal natural gas utilities and reduce the rate of an emissions "cap" for these two utilities.

Fuel switching programs create administrative burden for small municipal utilities. In a recent CCA compliance study commissioned by the City of Ellensburg, Lighthouse Energy Consulting found, "...assuming that the City successfully encouraged 100% of the equipment turning over in a given year to convert to electricity and assuming that all new construction and major renovations resulted in no demand for gas [would] not [be] sufficient to catch up with CCA's annual reduction of 7% per year. The City would need to encourage all new and end of life equipment to be electric and encourage fuel switching beyond this equipment turnover to comply with the CCA's timeline in the near term."

Developing and operating programs to promote fuel switching for residential, commercial, and industrial users requires significant administrative resources for a small utility. A single residential heating unit replacement can easily cost \$15,000. Providing sufficient incentives and rebates to assist with this cost burden for residents will be critical to achieve state goals. State-designed and administered programs that prioritize fuel switching in commensurate rates to municipal investments in the cap-and-invest system should be secured for municipal natural gas utilities.

Auction participation violates standard public sector financial controls: To participate in Ecology's allowance auctions, large sums of money are wired to and held for several weeks by external international banking entities for cash bid guarantees.

Lack of transparency for local policy makers: Municipal utility oversight is the responsibility of the City Council, not the State's Utilities and Transportation Commission. Washington Administrative Code (WAC) 173-446-317 prohibits public disclosure of intent to participate in auctions, strategy, price, quantity, bid guarantee, and auction approval status. The Open Public Meetings Act (RCW 42.30.110) does not

provide for an executive session option to discuss and inform City Councils of activities related to participation in Ecology's carbon allowance auctions. Thus, our City Council – which establishes the City's budget – cannot be informed of the details requiring significant budget impacts, which is contrary to transparent governance principles.

Low-income definition: There is no low-income definition in the CCA. If the definition in CETA is applied to CCA, approximately 40% of Ellensburg's customers would be considered exempt. This would prohibit Ellensburg's non-profit utility from collecting the revenue necessary to cover costs of CCA auction participation through a GHG emissions cap-and-invest premium rate or require the utility to nearly double the rate on the other 60% of customers.

State must play a role in resource adequacy: City utilities need low-carbon alternatives and support from the State to create realistic pathways to meet the milestones in these policies. As utilities transition away from carbonized energy sources, there is a need for sufficient carbon-free sources as replacement to avoid high-cost energy and blackouts. Ellensburg purchases around 210,000 MWh's per year from BPA; roughly 2,000 MWh's are produced locally from City owned and distributed solar. If natural gas sales are halved by 2030, the City will need an estimated additional 20 MW of electricity or 117,000 MWh's with the majority of the additional load demand occurring in the critical winter heating season. Green hydrogen is not yet available. There is an urgent need for new winter-season electrical generation to implement the State's decarbonization goals.

With the push to electrify vehicle fleets and convert home/building heating to all electric, the State must work closely with electric generation, transmission, and distribution systems to address the resulting effect of increased demand. The State should provide guidance on natural gas as a redundant/firm/reliable energy source for other renewable sources.

Policies should be monitored for effectiveness and impacts to ratepayers during these difficult financial times and high inflation.

ELLENSBURG COMMUNITY FIELDHOUSE FUNDING - \$2 MILLION

Allocate \$2 million to Phase I construction

One of our area's only public community fitness and education resources was destroyed by fire (arson) on Dec. 2, 2022. This loss leaves our distressed, rural community with an immediate barrier to public wellness facilities. In Kittitas County, where heart disease is the number one cause of mortality, the loss of space for year-round health and wellness activities has created an urgent public health challenge for Ellensburg and Kittitas County. Because indoor recreation facilities are especially critical for youth and under-served members of our community, the urgency of replacing the facility has become a priority. Estimated cost to rebuild a facility on city-owned property is \$25 million. Approximately \$2 million of insurance replacement funding is at risk of being forfeited if the facility is not under construction by December 2024.

- Design and permitting (all phases): \$2.6 million (secured)
 - Design, environmental and permitting: 30% with alternate public build process (currently underway - \$1.1 million)

- Full design, all phases (begins 2024-\$1.5 million)
- Site Preparation/Access Road/Utilities (begins late 2024): \$2.6 million (secured)
- **Phase I Construction** (begins 11/2024; completion 2025): **\$10 million** (partially secured)
- Future Phases of Construction (pending funding) ~\$10 million

The new facility provides the only indoor recreation space in a region where temperatures drop below zero in the winter and can rise well above 100 degrees from May through September. There is no alternative public space, which is especially problematic for rural and under-represented communities who cannot afford private club memberships (of which there are very few) or the travel costs to another community.

When complete, the \$25 million Ellensburg Community Fieldhouse will develop over 100,000 sq ft of indoor recreation space on city-owned property at Rotary Park, on the southwest edge of the City limits. Rotary Park features soccer and baseball fields and is adjacent to Irene Rinehart Riverfront Park and the Ellensburg Community Renewable Solar Park.

The project has been designed to have maximum impact on public health, as well as education, social services, economic development/tourism, infrastructure, energy efficiency, shelter for air quality emergencies, staging for emergency responders, and recreation in the greater Ellensburg area. The City will be responsible for ongoing operations and maintenance costs.

HOMELESSNESS AND AFFORDABLE HOUSING POLICY

Flexible policies to expand housing, preserve affordability, and address homelessness

Nearly half (48%) of Ellensburg households are cost burdened (paying more than 30% of their income for housing); over one quarter (28%) are severely cost burdened (paying more than 50% of their income on housing). Ellensburg has taken action to address housing affordability over the past few years. Voters passed the 0.1 percent local sales and use tax (RCW 82.14.530) in 2017, with funds allocated to projects that create new affordable housing. The City also provided three parcels for affordable housing and partnered with Habitat for Humanity and private developers for projects.

Ellensburg has been working with Kittitas County and community providers to identify gaps in services to address local challenges for people experiencing homelessness.

- Ellensburg has no year-round emergency shelter that serves the community's most vulnerable by providing access to services and the ability to enforce public camping laws to manage health and safety. The City and County are working with providers collectively to locate and build an overnight sleep center "emergency shelter" to provide low-barrier shelter and service connections with a "housing first" model.
- Allow local communities to determine their own needs and financing to support those needs. Homelessness issues that plague larger metropolitan areas requiring resource-intensive solutions do not translate well for use in rural communities.
- Actively defend against preemption of local land use authority through zoning mandates, but support policies that provide flexibility to respond to local housing needs.
- Provide tools to preserve existing affordable housing units.

- Continue to support organizations dealing with homelessness that have shown success impacting the problem.

WASTEWATER TREATMENT PLANT INFRASTRUCTURE UPGRADE

Infrastructure investment is important to Ellensburg's economic vitality. The City's current Wastewater Treatment Plant is nearly 50 years old and needs technology and infrastructure improvements. Design should be complete in 2024 for a General Sewer System Plan and Aeration Upgrade design for the necessary improvements. This project will provide a significant reduction in electrical energy demand as a result of technological advances. And through industrial symbiosis enhancement, methane gas from the wastewater treatment process, which is currently burned as waste, will be recaptured for use as renewable natural gas.

The total project cost is estimated to be \$21 million. The City adopted policies to phase utility rate increases over the next few years and raised plant investment fees (for new ratepayers by over 200 percent in 2023) to maximize local funding for the project. The City will seek the maximum project funding from federal Bipartisan Infrastructure Law programs administered by the State, but additional funding will be required to make this essential plant investment.

FUNDING FOR BEHAVIORAL HEALTH RESOURCES

Continue to expand behavioral health resources for rural communities

Ellensburg and Kittitas County lack a crisis stabilization facility and sufficient behavioral health resources to serve the need. Kittitas Valley Health Network works closely with local partners (emergency responders, hospital, nonprofits) to maximize service connections from hospital, emergency care, behavioral health, outpatient substance use disorders treatment, housing, etc. A Behavioral Health Court (grant funded for two years) was implemented in 2022 to offer a diversion program for individuals willing to participate in substance use disorder and/or mental health evaluation and treatment programs. A Navigator program facilitates community outreach, case management, and referrals for people struggling with substance use disorder and/or mental health issues. The County now has 0.1% sales and use tax for behavioral health. Additional needs include:

- Create greater access to community-based behavioral health services.
- Support for continued state funding to help communities establish alternative response programs for individuals suffering from behavioral health issues.
- Establish permanent funding for court-supervised diversion programs beyond two years.

BLAKE DECISION AND TRANSFER OF COSTS TO CITIES

Provide Blake Decision and remedy unfunded mandates

The City supports AWC's position to respond to the Blake Decision and State responsibility for costs recently transferred to municipalities for felony medical care and public defense costs which result in financial burden.

- Support additional investments to help cities with the costs stemming from the transfer of misdemeanor crimes to local communities. This includes:

- Funding to mitigate municipal court impacts and offset the costs of vacating criminal convictions, repaying legal financial obligations, and administering diversion programs.
- Investment in alternative response teams; treatment facilities for adults and juveniles; treatment in jails; and social workers, treatment providers, and system navigators to help direct people to treatment.
- Unfunded mandates should be addressed at the State level:
 - **Medical Costs for Felony Inmates** - Cities pay for inmate medical costs — including healthcare and medications—when police arrest and book an individual into jail. The State Department of Corrections no longer pays fees associated with pre-conviction incarceration for felony level suspects. Apple Health (the State’s medical provider) will not cover medical costs during jail confinement. Inmate medical costs cause a financial risk and burden to the City.
 - **Public Defense Office** – In 2021, the Washington Supreme Court adopted requirements for indigent defense counsel which significantly modified existing rules to create greater independence from local governments and judges who have traditionally overseen these contracts while also reducing caseloads counts for indigent defense counsel. As result, many counties and cities have been required to significantly increase their indigent defense budgets for the creation of independent offices of indigent defense or other methods of meeting the state standards. Although there is some grant funding available, there is no long-term stable state funding for these new impacts.

**Ellensburg also supports Association of Washington Cities (AWC) 2024 Legislative Priorities

2024 City Legislative Priorities

Strong cities make a great state. Cities are home to 65% of Washington's residents, drive the state's economy, and provide the most accessible form of government. Cities' success depends on adequate resources and local decision-making authority to best meet the needs of our residents.

Washington's 281 cities ask the Legislature to partner with us and act on the following priorities:



Help recruit and retain police officers for public safety

Provide additional funding tools and resources for officer recruitment and retention to improve public safety. This includes updating the existing local option Public Safety Sales Tax to allow implementation by councilmanic authority and greater flexibility for using the funds to cover increased officer wages and related programs like behavioral health co-response teams.

Expand access to state-mandated training. In particular, continue increasing the number of classes for the Basic Law Enforcement Academy (BLEA) and expanding the new regional academies. Getting new officers on the street faster supports recruitment and retention, thus improving public safety outcomes in our communities.



Revise the arbitrary property tax cap

Revise the arbitrary 1% property tax cap that has been in place for more than 20 years. Tie the tax to inflation and population growth factors with a new cap not to exceed 3%. This allows local elected officials to adjust the local property tax rate to better serve our communities and keep up with the costs of providing basic services like police, fire, streets, and valued community amenities like parks. The current 1% cap has created a structural deficit in cities' revenue and expenditure model, causing reliance on regressive revenues and artificially restricting the ability of property taxes to fund critical community needs.



Continue investing in infrastructure

Continue strong state investments in infrastructure funding to support operations and maintenance of traditional and non-traditional infrastructure like drinking water, wastewater, and broadband. Expand funding options that support state and local transportation needs with emphasis on preservation and maintenance to prevent expensive replacement and repairs. Improve access to Climate Commitment Act funding, including direct distributions, for city priorities that support carbon reduction and climate resiliency.



Provide behavioral health resources

Create greater access to behavioral health services to include substance use disorder treatment and dual diagnosis treatment facilities. Support continued state funding for cities to help communities establish alternative response programs like co-responder programs, diversion programs, and others that provide options beyond law enforcement to assist individuals experiencing behavioral health challenges.

AWC's advocacy is guided by these core principles from our Statement of Policy:

- Local decision-making authority
- Fiscal flexibility and sustainability
- Equal standing for cities
- Diversity, equity, and inclusion
- Strong Washington state partnerships
- Nonpartisan analysis and decision-making

Contact:

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MANAGER'S REPORT

DATE: November 6, 2023

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Letter of Support - Regional Fisheries Enhancement Group (RFEG)

Mayor Lillquist signed a Letter of Support requested by the Mid-Columbia Fisheries Enhancement Group program director for federal funding for the Regional Fisheries Enhancement Group (RFEG). The deadline was October 27.

2. Waste Management 2023 Solid Waste Disposal Increase and Adjustment

Waste Management has notified the City that the increase for the solid waste disposal services has increased from \$133.79 per ton to \$143.00 per ton. The increase is allowed in section 3.3.2 "Periodic Adjustments" of the Waste Management agreement with the City. The increase is based on Kittitas County's disposal rate schedule for 2023. The rate increase will be in effect beginning November 1, 2023.

3. Public Hearing Set for Supplemental Budget on November 20, 2023

Staff is preparing a supplemental budget ordinance for Council consideration to amend the 2023/2024 Biennial Budget to reflect changes in operational requirements and capital project plans since the budget was adopted. Chapter 35A.34 RCW provides procedures for adopting, managing, and amending a biennial budget, including procedures for a required mid-biennial review and modification of the biennial budget. A public hearing has been scheduled on November 20, 2023 to take input on the budget ordinance.