

COUNCIL AGENDA

Monday, August 2, 2021



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To attend the city council meeting register here:

https://us02web.zoom.us/webinar/register/WN_O1o1s8NLQkuRyKWXQEbPXA

COUNCIL MEETING GUIDELINES FOR PUBLIC PARTICIPATION

All City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at www.ectv2.com or on YouTube at ECTV Ellensburg. You may also attend by phone, only, and listen to the meeting by following the registration instructions under “Remote testimony during the meeting,” below. Once you register, you will be sent a meeting invite 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: leaderb@ci.ellensburg.wa.us. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Comments for public hearings**
Written comments must be received by the City Clerk by 5 p.m. on the meeting date. Comments can either be mailed to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or sent via email to: leaderb@ci.ellensburg.wa.us. Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.

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. Register for the meeting at: https://us02web.zoom.us/webinar/register/WN_O1o1s8NLQkuRyKWXXQEbPXA. 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)

1. When recognized, approach the microphone provided on the right side of the room.
2. Please state your name, address, and whether you are representing only yourself or others.
3. Each speaker's comments are to be limited to 3 MINUTES.
4. Submit written comments to the City Clerk.
5. Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.
6. 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 make comments of a personal, impertinent or derogatory nature.
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). You may wish to concisely state your concern and request placement of your matter on a future agenda.

CONSENT AGENDA

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

AGENDA ITEMS

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

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.

AMERICANS WITH DISABILITIES ACT

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

**CITY OF ELLENSBURG
COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And Remotely Via Zoom
Monday, August 2, 2021
7:00 PM - Regular Meeting**

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

5. Consent Agenda

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

5.A Approve Minutes of July 19, 2021 Regular Meeting 7
[7-19-21 Council Minutes](#)

5.B Approve Minutes of July 19, 2021 Study Session 13
[7-19-21 Council Study Session Minutes](#)

5.C Acknowledge Minutes of Ellensburg Business Development Authority Board –
June 9, 2021 14
[6-9-21 EBDA Minutes](#)

5.D Acknowledge Minutes of Utility Advisory Committee - June 17, 2021 16
[6-17-21 UAC Minutes](#)

5.E Approve University Way Banner Request for WA State Search & Rescue
Conference - September 27 - October 3, 2021 19
[WASARVAC Banner Request](#)

5.F [Contract between Washington Service Corp and the City of Ellensburg - AmeriCorp
PY 2021- 22](#) 20
[Washington Service Corp Contract 2021-22](#)

5.G	Bonneville Power Administration Conservation Agreement BPA Conservation Agreement Extension Ellensburg ECA Offer Letter BPA Conservation Extension Ellensburg 17ES-11475	52
5.H	2021 Comprehensive Multi-Utility Rate Study Update City of Ellensburg - FCS Group Rate Study Update PSA - 2021	59
5.I	BPA's Fourth and Final Purchase Period for Future Tier 2 Power Supply 4th Purchase Period election letter ST T2 Option A	79
5.J	Approve Requests from Ellensburg Rodeo and Kittitas County Fair for Operation of 2021 Fair and Rodeo Park and Parade Closure Request Fair Operations Request	83
5.K	Approve Voucher Listing for August 2, 2021 8-2-21 Voucher Listing	91
6.	Petitions, Protests, and Communications	
6.A	COVID-19 Update	
6.B	Board and Commission Applications B and C Agenda Report Chart 8-2-21 Parks and Recreation Commission Applications	92
6.C	National Night Out - Eat with the Heat, Community Celebration National Night Out Flyer	127
6.D	City Council Position 6 Applications and Interviews Council Candidate Questions 2021 Matthew Anderson Kristin Ashley Jason Dennis Richard Elliott Joshua Hackney Kasey Ross Jeffrey St. John	130
7.	Citizen Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Resolution to Revise Pay Plan Resolution Amending 2021 Pay Plan	158

10. Unfinished Business

11. New Business

- 11.A [2021 Second Quarter Financial Status and Investment Reports](#) 163
[2nd Quarter 2021 Financial Status Report](#)
[Investment Report 2021 June](#)

12. Miscellaneous

- 12.A Manager's Report 179
[8-2-21 MANAGERS REPORT](#)

12.B Councilmembers' Reports

13. Executive Session

- 13.A Per RCW 42.30.110(1)(h), to evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public.

14. Adjournment



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

July 19, 2021

7:00 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

and remotely via Zoom

Pledge of Allegiance

Councilmember Engel led the Pledge of Allegiance

1. Call to Order and Roll Call

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

Absent: Nancy Goodloe, Bruce Tabb

Councilmember Stacey Engel moved to Approve an excused absence for Mayor Tabb. **Motion Approved 5-0.**

Others present in person: City Manager Behrends Cerniwey; City Attorney Weiner, Executive Assistant Gigstead; Community Development Director Sackett, Assistant City Attorney Reiman and six members of the public

Others present remotely by Zoom: City Clerk Leader; and two members of the public

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Tristen Lamb moved to Approve striking items 11A and 11B from the Agenda. **Motion Approved 5-0.**

Councilmember Tristen Lamb moved to Approve the Agenda as amended. **Motion Approved 5-0.**

5. Consent Agenda

5.A. Approve Minutes of July 6, 2021 Regular Meeting

5.B. Approve Minutes of July 6, 2021 Study Session

5.C. Acknowledge Minutes of the Diversity, Equity and Inclusion Commission - June 22, 2021

5.D. Acknowledge Minutes of Landmarks & Design Commission - April 6, May 4 and May 18, 2021

5.E. Acknowledge Minutes of the Lodging Tax Advisory Committee - June 2, 2021

5.F. Acknowledge Minutes of Parks & Recreation Advisory Commission - March 10, 2021

5.G. Approved University Way Banner Request for City of Ellensburg - Be Heard Eburg - August 2 - 15, 2021

5.H. Approval of the 2021 - 2023 Interlocal Agreement between Kittitas Valley Fire and Rescue and the City of Ellensburg for Cabulance Service.

5.I. Approval of the 2021 - 2023 Interlocal Agreement between Central Washington University and the City of Ellensburg for Central Transit services

5.J. Agreement between Prestige Senior Living at Hearthstone and the City of Ellensburg for Cabulance service

5.K. Project Acceptance – Bid Call #2020-10, WWTF Surface Aerator Procurement

5.L. Agreement with Ellensburg Rugby Club for Improvements at West Ellensburg Park

5.M. Project Acceptance - Bid Call 2020-16 North Campus Signalization Project

5.N. Approve Voucher Listing for July 19, 2021

Councilmember Tristen Lamb moved to Approve the Consent Agenda as presented.

Motion Approved 5-0.

6. Petitions, Protests, and Communications

6.A. COVID-19 Update

Cambron Walker, COVID-19 Vaccine Planning & Outreach Officer, was present to give a report. She reported on the 14-day percentage and current vaccination rates within Kittitas County and Washington State.

Dr. Mark Larson, Kittitas County Health Officer, gave a report on the status of the Delta variant within the State and Kittitas County.

6.B. City Board & Commission Term Limit Subcommittee Recommendations

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

- Term Limits - Council discussed and concurred with the recommendation and directed staff to bring forward an ordinance that includes an exception when the position remains vacant for a certain number of days (to be decided);
- Recruitment Process - Council discussed and concurred with the recommendation;

- Virtual Meeting Participation - Council discussed and concurred with the recommendation;
- Residency Requirement - Council discussed and concurred with the recommendation with the exception of reducing the requirement to 270 days;
- Eliminate Building Appeals Board - Council concurred with the recommendation;
- Library Board Appointment – After discussion, staff will review and return with more information;
- Administrative changes to improve expectations - Council concurred with the recommendation;
- Standardizing who appoints - Council discussed and concurred with the recommendation;

Christopher Hobbs, 1391 Reecer Creek Rd, spoke regarding in person meetings and participation by the public;

Theresa Plue, 140 Woodhouse Loop, spoke regarding the residency requirement;

Staff confirmed they had sufficient direction to proceed.

7. Citizen Comment on Non-agenda Issues There were no comments from the public

8. Business Requiring Public Hearings

8.A. Public Hearing (Legislative) for Resolution Authorizing Dolarway property sale – Purchase and Sale Agreement
Councilmember Lillquist opened the public hearing.

City Attorney, Terry Weiner, presented information in the staff report. He stated a change was needed in the Agenda Report from \$2.50 per foot to \$2.25 per foot.

With no comments or questions from the public or Council, the public hearing was closed.

Councilmember Mary Morgan moved to Approve adoption of Resolution 2021-21 for sale of property on west Dolarway Road for \$844,846.20. **Motion Approved 5-0.**

9. Introduction and Adoption of Ordinances and Resolutions

9.A. Second reading of Ordinance 4874 approving rezone request 21-049, submitted by Brandon and Sarah Bedsaul, property owners.
Community Development Director, Kirsten Sackett, presented information in the staff report.

Councilmember Mary Morgan moved to Approve second reading and adoption of Ordinance 4874 approving rezone request 20-049. **Motion Approved 5-0.**

9.B. Resolution to reject all bids for Bid Call 2021-09
City Attorney, Terry Weiner, presented information in the staff report.

Councilmember Mary Morgan moved to Approve adoption of Resolution 2021-22 rejecting bids for Bid Call 2021-09. **Motion Approved 5-0.**

10. Unfinished Business

11. New Business

11.A. 2021/2022 Arts Commission Spending Plan.
Item removed from the Agenda

11.B. Arts Commission Grant Application for American Rescue Planning Fund.
Item removed from the Agenda

Council recessed at 8:21 pm for a five-minute break. Council reconvened at 8:26 pm

11.C. Annual Comprehensive Plan Amendment Docketing
Community Development Director, Kirsten Sackett, presented information in the staff report. She reviewed each proposal for Council consideration.

Councilmember David Miller moved to Approve Proposal 21-01 for docketing. **Motion Approved 5-0.**

Christopher Hobbs, 1391 Reecer Creek Rd, spoke regarding Proposal 21-02;
Councilmember Mary Morgan moved to Approve docketing Proposal 21-02. **Motion Approved 5-0.**

Councilmember Mary Morgan moved to Approve docketing Proposal 21-03. **Motion Approved 5-0.**

Councilmember David Miller moved to Approve docketing Proposal 21-04. **Motion Approved 5-0.**

Councilmember Mary Morgan moved to Approve docketing Proposal 21-05. **Motion Approved 5-0.**

Councilmember David Miller moved to Approve docketing Proposal 21-06. **Motion Approved 5-0.**

Kelle Vandenberg, 608 W Ridgeview Ln. and Darren Reid, 1001 N C St., with the EDA Board, spoke regarding Proposal 21-07. Council discussed the Proposal. It was recommended that this item be discussed during the Council Retreat.
Councilmember Stacey Engel moved to Deny docketing Proposal 21-07. **Motion Approved 4-1.**

Councilmember David Miller moved to Deny docketing Proposal 21-08. **Motion Approved 5-0.**

Councilmember Nancy Lillquist moved to Approve referring Proposal 21-08 to the Utility Advisory Committee. **Motion Approved 5-0.**

Councilmember David Miller moved to Deny docketing Proposal 21-09 and refer the Proposal to the Utility Advisory Committee. **Motion Approved 5-0.**

Councilmember Stacey Engel moved to Approve docketing Proposal 21-10. **Motion Approved 5-0.**

Jackie Brunson, 1585 Tjossem Rd, spoke in favor of Proposal 21-11
Councilmember Mary Morgan moved to Approve docketing Proposal 21-11. **Motion Approved 5-0.**

11.D. Surplus Real Estate Review

City Manager, Heidi Behrends Cerniwey, reviewed information in the staff report and a map of available properties owned by the City.

Council gave staff direction to research options for use of the available properties.

Councilmember Mary Morgan moved to Approve surplus of the property of Catherine Park and Whitfield Triangle. **Motion Approved 5-0.**

12. Miscellaneous

12.A. Manager's Report

The City Manager reviewed the report. She stated August 2, 2021 is scheduled to hold interviews for Council position 6.

12.B. Councilmembers' Reports

Council thanked Councilmember Engel for her service on City Council.

13. Executive Session

13.A. 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.

13.B. Per RCW 42.30.110(1)(c), to consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public.

Council recessed into Executive Session at 10:04 pm. Discussion was anticipated to last ten minutes. The Executive Session convened at 10:05 pm.

Council reconvened at 10:15 pm.

14. Adjournment

Meeting adjourned at 10:15 pm

Mayor

ATTEST: _____
City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Study Session

July 19, 2021

6:00 PM

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

1. Call to Order and Roll Call

Roll Call Present: Tristen Lamb, Nancy Lillquist, David Miller, Stacey Engel

Absent: Nancy Goodloe, Bruce Tabb

Others present in person: City Manager Behrends Cerniwey; City Attorney Weiner; City Clerk Leader; Assistant City Attorney Reiman and Community Development Director Sackett
Others present remotely by Zoom: one member of the public

The study session was called to order by the City Clerk and she explained Council would need to appoint a presiding officer by the Councilmembers present.

Councilmember David Miller moved to confirm Councilmember Lillquist serve as presiding officer with the absence of the Mayor and Mayor Pro-Tempore. **Motion Approved 4-0.**

Councilmember Stacey Engel moved to Approve an excused absence for Mayor Tabb. **Motion Approved 4-0.**

Councilmember Morgan arrived at 6:10 pm

Housing Action Plan Study Session
Community Development Director, Kirsten Sackett, reviewed a staff presentation concerning the Housing Action Plan. Council discussed and asked questions of staff. No action was required.

14. Adjournment

Meeting adjourned at 6:51 pm.

Mayor

ATTEST:

City Clerk



Centerfuse

Ellensburg Business Development Authority BOARD OF DIRECTORS MEETING MINUTES

Regular meeting held synchronously in-person and virtually

Wednesday, June 9, 2021

4:00-5:30 PM

Members in Attendance: James Jankowski, Chair; Linda Schactler, Vice Chair; Grant Clark, Treasurer; Garrett Poshusta, Secretary; John Perrie, Board Member; Jared Vallejo, Board Member; Andreas Bohman, Board Member and Del Bankston, Board Member

Others present: Stacey Engel, Ellensburg City Council Liaison, Heidi Behrends Cerniwey, City Manager and Margaret Reich, Executive Director

1. Meeting Called To Order

Meeting was called to order at 4:03 PM

2. Approval of Agenda

Motion to approve the meeting's agenda by Grant Clark, second by John Perrie. Motion approved by unanimous vote.

3. Approval of Minutes

Motion to approve May 2021 regular meeting minutes by Garrett Poshusta, second by Del Bankston. Motion approved by unanimous vote.

4. Board Business

a. Financial Reports

Board Treasurer, Grant Clark, presented financial reports.

b. Strategic Plan Implementation Update

Margaret Reich, Executive Director, provided updates regarding the implementation of the strategic plan. Updates included a discussion regarding the sale of the Prospect Building, potential sale of the Airport Building, broadband grant and meetings, new website and social media activity, business prospects, and potential update to the Economic Development chapter of the Ellensburg Comprehensive Plan.



The board discussed the circumstances that would allow CenterFuse to bond and asked staff to investigate what our bonding capacity is. The board directed staff to share the four draft economic development fund proposals with City Manager, Heidi Behrends Cerniwey

Ellensburg City Council is holding a special meeting on June 28th at 6 PM to discuss establishing an Economic Development Fund with the proceeds of the sale of the Prospect Building. As requested by the city, staff will provide a definition of economic development along with strategic priorities; and will coordinate with board members who wish to attend.

Staff indicated being in receipt of the grant agreement from Kittitas County.

Motion for staff to review and execute grant agreement with Kittitas County by John Perrie, second by Grant Clark. Motion approved by unanimous vote.

c. Strategic Plan Timeline Review

Board reviewed the Gantt timeline for implementation of the strategic plan.

5. Items for Future Consideration

A sub-committee, Linda Schactler and Del Bankston, will work with staff to review the Economic Development chapter of the Ellensburg Comprehensive Plan and determine next steps for docketing, updates.

6. Adjournment – time 5:29 Motion to adjourn by Del Bankston.

Drafted: 6/10/2021

Approved:



Submitted by: Margaret Reich



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting

June 17, 2021

Time of Meeting

3:30 PM

Place of Meeting

Virtual Conference

Nancy Lillquist, Chairperson, term expires May 31, 2022

Ed Barry, Vice Chairperson, term expires May 31, 2023

Nancy Goodloe, City Council, term expires May 31, 2021

Gary Gleason, CWU, term expires May 31, 2022

Bob Johnson, KITTCOM, term expires May 31, 2023

Jim Goeben, Telecommunications Utility customer, term expires May 31, 2023

Nate Sitton, City Utility Customer, term expires May 31, 2023

1. CALL TO ORDER

Chair Lillquist called the meeting to order at 3:30 pm.

2. ROLL CALL

Members present: Nancy Lillquist, Chair; Ed Barry, Vice Chair; Nancy Goodloe, City Council; Gary Gleason, CWU; Nate Sitton, City Utility Customer.

Also present: Ryan Lyyski, Public Works & Utilities Director; Darren Larsen, Assistant Utilities Director; Darin Yusi, Gas Engineer; Kim Caulkins, Operations Analyst; Buddy Stanavich, Power & Gas Manager; Mike Helgeson, Assistant PW Director; Nicole Klauss, Public Information Officer. Derek Mayo, Engineering Services Manager arrived at 4:02 pm

3. APPROVAL OF MINUTES

3.A. Approve minutes - May 20th, 2021 regular meeting minutes

Ed Barry moved to approve the minutes. Goodloe seconded. All in favor; **motion approved.**

4. APPROVAL OF CONSENT AGENDA

Consent items have been distributed to committee members 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 committee member or at the request of a member of the public with concurrence of a committee member.

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

5.A. Letters Acknowledging KITTCOM Representative, Bryan Clark, to Utility Advisory Committee

The Committee acknowledged the letters.

6. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

None

7. ELECTRIC, NATURAL GAS, WATER, WASTEWATER, STORMWATER UTILITY INFORMATION & DISCUSSION ITEMS

7.A. Natural Gas System Plan 2021-2026 Report

Darin Yusi shared an analysis of the Gas System Plan report. Goodloe inquired about looping from Vantage Hwy to Kittitas Hwy and if that was for the proposed development. Darin Yusi explained that recommendation was for 2026 projected future growth and system reliability to those customers. Sitton asked if there is a plan in place to address the 17 single feed branches. Chair Lillquist is interested in the UAC discussing the future of the natural gas system. Chair Lillquist was in support of the Gas System Plan that continues to provide a safe, reliable system, but would like to ask the committee to reevaluate the rebate incentives we currently have for appliances. Gary Gleason was in favor of the system plan because it aligns with current needs of efficient gas use. Sitton posed the question of whose responsibility it is to reach net-zero, the city or its citizens? Chair Lillquist would like to stop incentivizing gas installation over electric and continue to offer good service to existing customers and those that want to sign up for gas service. Nancy Goodloe supported Chair Lillquist's remarks and suggested getting a consultant to evaluate our system and give suggestions on how to cut down on (the City's) carbon footprint. Gleason asked if the City is pursuing converting from natural gas to electric in City owned buildings. The city started giving incentives for gas to avoid Tier 2 market prices and lessen the electric load. We have added a significant number of gas customers without increasing gas purchases. Chair Lillquist asked the committee if they have questions of staff to bring back to help continue the conversation. Goodloe would like to see a comparison of costs between gas and electric. At the next meeting, the committee asks staff to bring back an agenda on where the City is proposing to buy Tier 2 from, the history of securing market power and if there are any alternate sources such as wind, solar, etc. that need to be considered.

Ed Barry moved to approve the 2021-2026 Natural Gas System Plan report as complete. Gleason seconded. All in favor; **motion approved.**

7.B. Water Division Strategic Energy Management Report

Mike Helgeson shared the results of the two-year Strategic Energy Management report results that included ways to optimize the City's water system to run more efficiently. **Information only.**

7.C. Public Works & Utilities Issues and Updates

Derek Mayo gave an update on the Bull Road project. Ryan Lyyski informed the Committee that the City is working with FCS consultants on a scope of work for upcoming cost of service analysis (COSA). At the next UAC meeting, staff will share the proposal for rate models for water, sewer, gas and electric. The new aerators were installed at the Waste Water Treatment Plant. Staff interviewed three consultants for Gateway II design. The Gas department's phone survey is complete and results will be presented to the Committee when available.

8. NEXT MEETING

8.A. July 15th, 2021 at 3:30 pm

The Committee requested a status report from Telecomm at the next meeting.

9. ADJOURNMENT

With no further discussion, the meeting adjourned at 4:37 pm.

Kim Caulkins

Recording Secretary

Drafted: 6/21/2021

Approved: 7/15/2021

Central Washington University

University Way Banner Request Form

Please fill out form and return to Schedule@cwu.edu. The Scheduling Center will submit your form to the City.

Name of Event/Program: Washington State Search and Rescue Conference

Contact Person: Jim Nale

Phone Number: 509-859-2243

Banner Hang Dates (Monday-Sunday): September 27th - October 3rd 2021

- CWU Scheduling Center has reserved the banner dates.

Phone: 509-963-1321 or 509-963-1641, Email: schedule@cwu.edu

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

- We recommend that wind flaps be cut into the banner to prevent wind damage



* Example of a correctly made banner.

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

Text On the Banner:

Welcomes SAR Volunteers Washington State Search and Rescue Conference "So others may Live". Logos on the Banner: City of Ellensburg, Kittitas County, LTAC, WSECU and possibly other event sponsors.

Important Notes:

Banners affiliated with University business have priority. Therefore, banners from non-University groups requesting dates that conflict with a University banner may be rescheduled

If your banner does not meet manufacturing specifications, we will be unable to process your request and the banner will not be hung

The CWU Scheduling Center will not be held responsible for any weather-related damage that occurs to your banner

For more information please contact CWU Student Union Operations & Scheduling Center at 509-963-1321 or 509-963-1641.

City of Ellensburg approved by: _____ Date: _____

Disapproval/Reasons: _____



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: August 2, 2021

Item Title/Agenda Subject: Contract between Washington Service Corp and the City of Ellensburg - AmeriCorp PY 2021-22

Submitted by: Brad Case Parks and Recreation

Recommended Action or Motion: Authorize the City Manager to sign the contract with Washington Service Corp on behalf of the City of Ellensburg for the placement of five AmeriCorp members.

Background/Summary: The City of Ellensburg and Washington Service Corp have a long-standing relationship with AmeriCorp members serving at the Adult Activity Center (AAC) and Stan Bassett Youth Center (SBYC). Through this relationship, the City has been able to expand programs and services, while at the same time providing invaluable work experience for each member. Members are required to serve 1,700 hours, the equivalent of working 40 hours a week for 10 months, receiving a stipend for their service in the amount of \$9,000.00, which is paid for by the City.

Previous Council Action: N/A

Analysis: Due to increases to the stipend, the City will now pay \$45,000.00 for five (5) placements, which requires the City Council approval of the contract.

Financial Impact: This expenditure was budgeted in the 2021 and 2022 Parks and Recreation Department operating budgets for the Adult Activity Center and the Stan Bassett Youth Center.

Attachments:
[Washington Service Corp Contract 2021-22](#)

MEMBER PLACEMENT CONTRACT BETWEEN

WASHINGTON STATE

EMPLOYMENT SECURITY DEPARTMENT

WASHINGTON SERVICE CORPS

AND

CITY OF ELLENSBURG

WSC ONLY: Contract #: <u>K</u> (As assigned by ESD)

AmeriCorps Member Placement PY 2021-22

1. INTRODUCTION

This Contract, pursuant to 45 CFR Chapter XXV (§§2500-2550), and to all applicable federal, state or local laws, rules and regulations, is made and entered into by and between the Washington State Employment Security Department's Washington Service Corps, hereinafter called "WSC", located at 212 Maple Park Avenue SE, Olympia, Washington 98501, and

City of Ellensburg,

hereinafter called "Sponsoring Organization" at

501 N Anderson Street, Ellensburg WA 96926.

In consideration of the terms and conditions contained herein, including attached exhibits, the parties mutually agree as follows:

2. PURPOSE

It is the purpose of this Contract to establish terms and conditions which the Sponsoring Organization and WSC must follow to meet the requirements of AmeriCorps.

Project Title(s):			
Adult Activity Center Health and Wellness Leader; Stan Bassett Youth Center			
Program Participation Fee Type	Fee per Member	Members Awarded	Total Fee
Individual Placement - Tier 1 Stipend Rural	\$ 9,000	5	\$ 45,000
	\$		\$
Grand Total		5	\$ 45,000

3. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below.

- A. "AMERICORPS" is the operating name for the Corporation for National & Community Service, a Federal agency.
- B. "AMERICORPS MEMBER" or "MEMBER" means an individual who has been selected to serve in an approved national service position under the AmeriCorps program.
- C. "MINORITY OR WOMEN OWNED BUSINESS ENTERPRISES," shall mean businesses organized for profit, performing a commercially useful function, which are legitimately owned and controlled by one or more minority individuals or women and certified by the Office of Minority and Women's Business Enterprises. The minority owners must be United States citizens or lawful permanent residents.
- D. "SPONSORING ORGANIZATION" shall mean that agency, firm, organization, individual or other entity performing services under this Contract. SPONSORING ORGANIZATION includes those accepting member placements as a sub-grantee per the AmeriCorps Terms and Conditions. It shall include any Member service site subcontracted under oral or written agreement with the SPONSORING ORGANIZATION.
- E. "SUB-SERVICE SITE" shall mean that agency, firm, organization, individual or other entity subcontracted under oral or written agreement with SPONSORING ORGANIZATION performing all or part of the services as required by this Contract.
- F. "WASHINGTON SERVICE CORPS" or "WSC" means the sub-agency within ESD designated as the direct recipient of grant funds from AmeriCorps to implement an AmeriCorps program in the State of Washington.

4. CONTRACT MANAGEMENT

WSC's Contract Manager, or his/her successor, shall provide the Sponsoring Organization the assistance and guidance necessary for the performance of this Contract. WSC's Contract Manager shall be responsible for the review and acceptance of the Sponsoring Organization's performance, deliverables, invoices and expenses, and accepting any reports from the Sponsoring Organization.

WSC Contract Manager responsible for management of this Contract is:

Name: Kari Wood
 Title: Operations Lead
 Phone Number: (888) 713-6080 FAX: _____
 Email: kawood@esd.wa.gov

Sponsoring Organization staff member responsible for management of this Contract is:

Name: _____
 Title: _____
 Phone Number: _____ FAX: _____
 Email: _____

5. STATEMENT OF WORK

The Sponsoring Organization shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in the Statement of Work, attached and incorporated as Exhibit A.

Failure to comply with the requirements within Exhibit A, Statement of Work, may result in termination of this Contract and removal of the AmeriCorps Member(s) from the site, see Sections 38 and 39.

6. TERMS AND CONDITIONS

All rights and obligations of the parties to this Contract shall be subject to and governed by the Terms and Conditions of this Contract, including the Statement of Work.

The federal funding source, AmeriCorps, designates that all those accepting member positions as a sub-grantee (Sponsoring Organizations) will understand fully and comply with and include in all awards and contracting or agreement processes the following Terms and Conditions, Assurances and Certifications as part of the federal granting process:

- AmeriCorps Assurances and Certifications, attached and incorporated herein as Exhibit B.
- [2021 Terms and Conditions for AmeriCorps State and National Grants](#), incorporated by reference.
- [2021 AmeriCorps General Grant and Cooperative Agreement Terms and Conditions](#), incorporated by reference.

7. CONTRACT TERM

Subject to its other provisions, the contract term is September 1, 2021 to August 31, 2022 unless terminated sooner as provided herein. The member placement may begin on any date on or after September 1, 2021 that is mutually agreed upon by both parties so long as Sponsoring Organization fulfills its requirements as stated in Exhibit A no later than August 31, 2022.

8. REPORTING

The Sponsoring Organization shall comply with the requirements set forth in Section IV of the Statement of Work, Exhibit A.

9. PAYMENT

The parties have agreed that the total program participation fee payable to WSC for placing 5 AmeriCorps Member(s) in the project(s) listed above will not exceed \$ 45,000.00 .

The Sponsoring Organization will not be reimbursed for any travel expenses.

10. FEES

A. Program Participation Fee

WSC shall submit an initial invoice to Sponsoring Organization for the total program participation fee. Failure of Sponsoring Organization to pay the program participation fee

within 30 days after the invoice date may result in removal of the member(s) from site and termination of this contract by WSC.

The program participation fee will not be refunded or pro-rated to the Sponsoring Organization for any Member who terminates service early. If a Member terminates early, WSC MAY allow a limited opportunity to refill the placement (depending on timing, and availability of Member placements) at no additional charge to the Sponsoring Organization, in accordance with WSC policy.

Payment for total program participation fee shall be made in accordance with the table in Section 1 of this Contract. However, if Sponsoring Organization, upon written notice to WSC, requests a reduction in the number of originally-awarded placements that remain unfilled after payment, Sponsoring Organization shall receive a full refund for the program participation fee of the unfilled placements only.

B. Administrative Fee for Non-Compliance

WSC is required to comply with federal and state law, and provide documentation to meet regulatory requirements. Failure of the Sponsoring Organization to provide the required documentation and information required under this Contract puts the program at risk and creates additional administrative costs for WSC. Therefore, WSC, at its sole discretion, reserves the right to charge a fee in the amount of \$1,000.00 to the Sponsoring Organization should it not meet its compliance requirements as outlined in this contract. Any such fee would be used to offset administrative work required by WSC to ensure the Sponsoring Organization is in compliance.

11. INSURANCE

A. Liability Insurance

The Sponsoring Organization will maintain insurance coverage at all times when performing services under this Contract via commercial insurance, self-insurance, or any other similar risk-financing alternative. Written evidence of insurance must be provided to WSC prior to the commencement of service. Insurance certificates (evidencing commercial insurance) must list Washington State Employment Security Department as an additional insured.

The Sponsoring Organization shall provide insurance coverage or its alternative, which shall be maintained in full force and effect during the term of this Contract as follows:

The minimum acceptable limits shall be as indicated below for each of the following categories:

- i. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$1 million general aggregate;
- ii. Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, with a combined single limit of not less than \$1 million per accident if the Sponsoring Organization will require a Member to operate a vehicle in performance of the Member's service.

B. Industrial Insurance

Prior to performing work under this Contract, Sponsoring Organization shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. WSC will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Sponsoring Organization which might arise under the industrial insurance laws during the performance of duties and services under this Contract.

The Sponsoring Organization, unless it is a State entity, waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the State and its agencies, officials, agents or employees.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable Federal and State Statutes and Regulations;
- B. 2021 Terms and Conditions for AmeriCorps State and National Grants, incorporated by reference;
- C. 2021 AmeriCorps General Grant and Cooperative Agreement Terms and Conditions, incorporated by reference;
- D. Those Terms and Conditions as contained in this basic contract instrument;
- E. The Statement of Work attached hereto as Exhibit A and incorporated herein;
- F. Request for Application or Intent to Continue, incorporated by reference;
- G. Response to Request for Application, incorporated by reference; and
- H. Any other provisions of this Contract whether incorporated by reference or otherwise.

13. USE AND DISCLOSURE OF INFORMATION

The use or disclosure by any party of any information concerning a program recipient or Member for any purpose not directly connected with the administration of WSC's or the Sponsoring Organization's responsibilities, with respect to contracted services provided under this Contract, is prohibited unless required by law or by written consent of the recipient or Member, their attorney, or their legally authorized representative.

The Sponsoring Organization shall use any private and confidential information provided under this Contract solely for the purpose for which the information was disclosed. The Sponsoring Organization shall not disclose or misuse any private and confidential information under this Contract unless the disclosure is required by law. The misuse or unauthorized release of private and confidential information shall subject Sponsoring Organization, its employees or agents to a civil penalty of \$5,000 and other applicable sanctions under state (RCW 50.13.060(13) and 50.13.0.80(3)) and federal law.

14. MUTUAL REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other party as follows: Such party has the requisite power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder; and has taken all requisite action on its part to authorize the execution and delivery of this Agreement and the performance of its

obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party, and constitutes a legal, valid, binding obligation, enforceable against such party in accordance with its terms. All necessary consents, approvals, and authorizations of all governmental authorities and other persons or entities required to be obtained by such party in connection with this Agreement have been obtained.

15.ACCESS TO RECORDS AND FACILITIES / AUDITS

The Office of the State Auditor, federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by WSC shall have full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. In addition, these entities shall have the right to access, examine and inspect any site where any phase of the program is being conducted, controlled or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Sponsoring Organization. The Sponsoring Organization shall maintain its records and accounts in such a way as to facilitate the audit and examination, and assure that Sub-Service Sites also maintain records that are auditable. Access shall be at all reasonable times not limited to the required retention period, but as long as records are retained, and at no additional cost to WSC.

16.ASSIGNMENT

The work to be provided under this Contract, 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.

17.ASSURANCES

WSC and the Sponsoring Organization agree that all activity pursuant to this Contract will be in accordance with all applicable current or future federal, state or local laws, rules and regulations.

18.ATTORNEY FEES AND COSTS

If any litigation is brought to enforce this Contract or any litigation arises out of any Contract term, clause or provision, each party shall be responsible for its own expenses, costs and attorney fees.

19.CHANGES AND MODIFICATIONS

- A. Changes to any of the terms, conditions, or requirements of this Contract shall be at the sole discretion of WSC, and only be effective upon written issuance of a Contract Amendment signed by both parties. However, changes to point of contact information may be updated without the issuance of a Contract Amendment.
- B. Modification of this Contract may be needed when a request from the Sponsoring Organization to reduce the number of unfilled awarded placements results in an increase in the program participation placement fee. This modification shall be made upon mutual written agreement by WSC and the Sponsoring Organization.

C. In the event none of the placements awarded in this Contract are filled by WSC's stipulated final member start date, this Contract will be considered null and void.

20. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, WSC may, in its sole discretion, by written notice to the Sponsoring Organization terminate this Contract if it is found after due notice and examination by WSC that there is a violation of the Ethics in Public Service Act, RCW 42.52, or any similar statute involving the Sponsoring Organization in the procurement of, or performance under, this Contract.

In the event this Contract is terminated as provided above, WSC shall be entitled to pursue the same remedies against the Sponsoring Organization as it could pursue in the event of a breach of this Contract by the Sponsoring Organization. The rights and remedies of WSC provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which WSC makes any determination under this clause shall be an issue and may be reviewed as provided in the DISPUTES clause of this Contract.

21. CONFORMANCE

If any provision of this Contract is in conflict with or violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

22. DEBARMENT AND SUSPENSION

The Sponsoring Organization certifies that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Programs under Executive Order 12549, and "Government Wide Debarment and Suspension (Nonprocurement) and Government Wide Requirements for Drug-Free Workplace (Grants)" codified at 45 CFR part 2542.

23. DISALLOWED COSTS

At WSC's sole discretion, and to the extent permitted by law, the Sponsoring Organization is responsible for any audit exceptions or disallowed costs incurred by WSC as a result of the Sponsoring Organization's negligence, or the negligence of its Sub-Service Site(s).

24. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in non-binding mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a Dispute Resolution Board, or arbitration.

25. GOVERNING LAW

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court for Thurston County. All parties agree to the exclusive jurisdiction of such court and waive any right to challenge jurisdiction or venue.

26. INDEMNIFICATION

To the fullest extent permitted by law, the Sponsoring Organization shall indemnify, defend, and hold harmless the State of Washington, WSC, and all officials, agents, and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of or failure to perform this Contract. Sponsoring Organization's obligation to indemnify, defend, and hold harmless includes any claim by Sponsoring Organization's agents, employees, representatives, or any Sub-Service Site, or its employees.

In the case of negligence of both WSC and the Sponsoring Organization, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

27. INDEPENDENT CAPACITY

Except in cases where the Employment Security Department is the Sponsoring Organization, the Sponsoring Organization and his or her employees or agents performing under this Contract are not employees or agents of WSC. The Sponsoring Organization will not hold itself out as, nor claim to be, an officer or employee of, WSC or the Employment Security Department by reason hereof, nor will the Sponsoring Organization make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Sponsoring Organization.

28. INFORMATION TECHNOLOGY RESOURCES

The Sponsoring Organization is required to conserve and protect state resources for the benefit of the public interest. This requirement is necessary to maintain public trust, conserve public resources and protect the integrity of state information resources and systems.

The Sponsoring Organization must conform to ESD Policy and Procedure #2016, which is hereby incorporated by reference, when using ESD-provided state-owned information technology resources.

29. PROHIBITED ACTIVITIES

Activities prohibited in AmeriCorps subtitle C programs are described in 45 C.F.R 2520.65.

A. While charging time to the AmeriCorps project, accumulating service or training hours, wearing or displaying the AmeriCorps/WSC logo, or otherwise performing activities supported by the AmeriCorps project or AmeriCorps, the AmeriCorps Member(s), Sponsoring Organization staff and service site staff may not engage in the following activities:

- 1) Attempting to influence legislation;

- 2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- 3) Assisting, promoting, or deterring union organizing;
- 4) Impairing existing contracts for services or collective bargaining agreements;
- 5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- 6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- 7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- 8) Providing a direct benefit to—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (v) An organization engaged in the religious activities described in paragraph (7) of this section, unless AmeriCorps assistance is not used to support those religious activities;
- 9) Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- 10) Providing abortion services or referrals for receipt of such services;
- 11) Such other activities as AmeriCorps may prohibit.
- 12) Organizing a letter-writing campaign to Congress;
- 13) Participating in activities that pose a significant safety risk to participants;
- 14) Preparing any part of a grant proposal or performing other fundraising functions to help the project achieve its program placement fee requirements, or to pay the project's general operating expenses. Additionally, Members cannot write or support preparation of a grant from AmeriCorps or any other federal agency; and
- 15) Fundraising, unless under the following circumstances:
 - (i) if it provides direct support to a specific service activity;
 - (ii) falls within the project's approved objectives;
 - (iii) is not the primary activity of the project; and
 - (iv) does not exceed 10% of the total hours served in their term.
- 16) Engaging in census activities. Being a census taker during service hours is categorically prohibited, along with other census-related activities (e.g. promotion of the Census, education about the importance of the Census).
- 17) Providing services for election or polling locations or in support of such activities.

B. Furthermore, Member(s), Sponsoring Organization staff and service site staff may not engage in conduct in a manner that would associate their AmeriCorps project, WSC or AmeriCorps with prohibited activities.

C. WSC prohibited activities for Members:

In addition to the prohibited activities above, AmeriCorps Members may not engage in the following activities as part of their service:

- 1) Organizing a letter-writing campaign to Congress;
- 2) Participating in activities that pose a significant safety risk to participants;
- 3) Preparing any part of a grant proposal or performing other fundraising functions to help the project achieve its program placement fee requirements, or to pay the project's general operating expenses. Additionally, members cannot write or support preparation of a grant from AmeriCorps or any other federal agency; and
- 4) Fundraising, unless under the following circumstances:
 - it provides direct support to a specific service activity;
 - falls within the project's approved objectives;
 - is not the primary activity of the project; and
 - does not exceed 10% of the total hours served in their term.

AmeriCorps Members, like other private citizens, may participate in the above listed activities on their own time, at their own expense, and on their own initiative. However, the AmeriCorps/WSC logos must not be worn while doing so.

Federal funding for AmeriCorps Members is approved with the understanding that member service is directly supporting AmeriCorps objectives. Contrary circumstances could lead to removal of AmeriCorps Member(s) from the service site and termination of this Agreement.

30. RECORDS RETENTION

Sponsoring Organization shall retain all books, records, documents and other material which reflect all direct and indirect costs of any nature expended in the performance of this Contract, including participant data, for a period of six years from termination of the Contract. Records shall be retained beyond the above referenced retention period(s) if litigation or audit is begun prior to the end of the period referenced above, or if a claim is instituted prior to the end of the period referenced above involving the Contract covered by the records. In these instances, the records will be retained until the litigation, claim or audit has been finally resolved.

31. SEVERABILITY

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

32. SINGLE AUDIT ACT REQUIREMENTS

If the Sponsoring Organization is a sub-recipient of federal awards as defined by Office of Management and Budget (OMB) 2 CFR 200, the Sponsoring Organization shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The Sponsoring Organization shall make the Sponsoring Organization's records available for review or audit by officials of the federal awarding agency, the Comptroller General of the United States, the General Accounting Office, Employment Security Department, and the Washington State Auditor's Office. The Sponsoring

Organization shall incorporate OMB 2 CFR 200 audit requirements into all contracts between the Sponsoring Organization and its Sub-Service Sites who are sub-recipients. The Sponsoring Organization shall comply with any future amendments to OMB 2 CFR 200 and any successor or replacement Circular or regulation.

If the Sponsoring Organization expends \$750,000 or more in federal awards during the Sponsoring Organization's fiscal year, the Sponsoring Organization shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Sponsoring Organization shall submit to the Contract Manager named in this Contract the audit report and other appropriate documentation as required in OMB 2 CFR 200.

33. SITE SECURITY

While on WSC premises, Sponsoring Organization, its agents, employees, or Sub-Service Sites shall conform in all respects with physical, fire or other security policies or regulations.

34. SMALL, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISES

The WSC shall provide to qualified small, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract.

35. SUBCONTRACTING

The Sponsoring Organization shall not subcontract (whether oral or written) work or services contemplated under this Contract, except as provided for in the Statement of Work, without obtaining the prior written approval of WSC for the authority to enter into subcontracts. WSC retains the authority to review and approve or disapprove all subcontracts. Sponsoring Organization acknowledges that such approval for any subcontract does not relieve the Sponsoring Organization of its obligations to perform hereunder.

At WSC's request, the Sponsoring Organization will forward copies of Subcontracts and fiscal, programmatic and other material pertaining to any and all subcontracts. For any proposed Sub-Service Site, the Sponsoring Organization shall:

- A. Be responsible for Sub-Service Site's compliance with the Terms and Conditions in the Contract, the Statement of Work and the Subcontract terms and conditions;
- B. Ensure that the Sub-Service Site follows WSC's reporting formats and procedures as specified by WSC.
- C. Ensure that written agreements with Sub-Service Site(s) reference the primary contract between Sponsoring Organization and WSC.

36. TAXES

It is mutually agreed and understood that all payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Sponsoring Organization staff be the sole liability of the Sponsoring Organization.

37. TERMINATION, SUSPENSION AND REMEDIES

A. Termination or Suspension for Cause

In the event WSC determines the Sponsoring Organization has failed to comply with the conditions of this Contract in a timely manner, WSC has the right to suspend or terminate this Contract. Before suspending or terminating this Contract for cause, WSC may, at its sole discretion, notify the Sponsoring Organization in writing of the need to take corrective action. If corrective action is not taken, the Contract may be terminated or suspended. In the event of termination or suspension, the Sponsoring Organization shall be liable for damages as authorized by law including, but not limited to, any administrative costs.

WSC reserves the right to suspend all or part of this Contract during investigation of the alleged compliance breach pending corrective action by the Sponsoring Organization or a decision by WSC to terminate this Contract.

A termination shall be deemed to be a "Termination for Convenience" if the investigation determines that the Sponsoring Organization: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of WSC provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

WSC reserves the right to immediately suspend all, or part of, this Contract, when it has reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of the Sponsoring Organization under this Contract.

B. Termination for Funding Reasons

Either party may unilaterally terminate this Contract in the event that funding from federal, state or other public sources becomes no longer available to the party or is not allocated for the purpose of meeting its obligation hereunder. In the event funding is limited in any way, this Contract is subject to re-negotiation under any new funding limitations and conditions. Such action is effective upon receipt of written notification by the Sponsoring Organization. Positions noted as "DSHS-Funded" are contingent on receipt of funds for those positions from the Washington State Department of Social & Health Services.

C. Termination or Suspension for Convenience

Except as otherwise provided in this Contract, WSC may, by ten (10) days' written notice, beginning on the second day after mailing, suspend or terminate this Contract, in whole or in part. If this Contract is suspended, the Schedule shall be delayed for a period of time equal to the period of such suspension. WSC may, by ten (10) days' written notice, beginning on the second day after mailing, lift the suspension of the Contract, in whole or in part, at which time the Schedule and the parties' right and obligations shall resume to the extent that the suspension is lifted.

D. Termination for Withdrawal of Authority

In the event that WSC's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to

normal completion, WSC may terminate this Contract by seven (7) calendar days or other appropriate time period by written notice to Sponsoring Organization. No penalty shall accrue to WSC in the event this Section shall be exercised. This Section shall not be construed to permit WSC to terminate this Contract in order to acquire similar Services from a third party.

38. TERMINATION PROCEDURE

Upon termination of this Contract, WSC, in addition to any other rights provided in this Contract, may require the removal of Member(s) from their service site(s).

The rights and remedies of WSC provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination and except as otherwise directed by WSC, the Sponsoring Organization shall:

- A. Stop work under this Contract and service provided by WSC's AmeriCorps Member(s) on the date, and to the extent specified, in the notice;
- B. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of WSC to the extent WSC may require, which approval or ratification shall be final for all purposes of this clause;
- C. Complete performance of such part of the work as shall not have been terminated by WSC; and
- D. Take such action as may be necessary, or as WSC may direct, for the protection and preservation of all performance measurement data related to the Member service which is in the possession of the Sponsoring Organization. Upon WSC's direction, Sponsoring Organization must deliver such data to WSC in the manner, at the times and to the extent directed by WSC.

39. TREATMENT OF ASSETS

- A. Any property of WSC furnished to the Sponsoring Organization shall, unless otherwise provided herein, or approved by the Program Manager in writing, be used only for the performance of this Contract.
- B. Property will be returned to WSC in like condition to that in which it was furnished to the Sponsoring Organization, normal wear and tear excepted. The Sponsoring Organization shall be responsible for any loss or damage to property of WSC in the possession of the Sponsoring Organization which results from the negligence of the Sponsoring Organization or which results from the failure on the part of the Sponsoring Organization to maintain said property in accordance with sound management practices.
- C. If any WSC property is damaged or destroyed, the Sponsoring Organization shall notify WSC and shall take all reasonable steps to protect that property from further damage.
- D. The Sponsoring Organization shall surrender to WSC all property of WSC upon completion, termination or cancellation of this Contract.
- E. All reference to the Sponsoring Organization under this clause shall include any employees, agents or Sub-Service Sites.

40. USE OF NAME PROHIBITED

The Sponsoring Organization shall not in any way contract on behalf of or in the name of WSC. Nor shall the Sponsoring Organization release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of WSC.

41. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by authorized representative of WSC.

42. ELECTRONIC SIGNATURES, COUNTERPARTS, AND DELIVERY

The parties agree that this contract may be executed in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement; and that electronic signature, or e-signature, of this contract shall be the same as execution of an original ink signature; and that E-mail, electronic, or facsimile delivery of a signed copy of this contract shall be the same as delivery of an original.

43. ALL WRITINGS CONTAINED HEREIN

This Contract sets forth in full the entire agreement of the parties in relation to the subject matter hereof. Any other agreement, representation, or understandings, verbal or otherwise, relating to the professional services of the Sponsoring Organization or otherwise dealing in any manner with the subject matter of this Contract is hereby deemed to be null and void and of no force and effect whatsoever.

By signing below, the Sponsoring Organization agrees to perform all actions and support all intentions of this Contract and all terms and conditions of the Exhibits and Attachments.

IN WITNESS WHEREOF, the parties have executed this Contract.

Washington State
Employment Security Department

City of Ellensburg

James Trujillo

Heidi Behrends Cerniwey

By

By (print name)

Director

Title

Title

Signature

Signature

Date

Date

Attachments:

Exhibit A Statement of Work

Exhibit B AmeriCorps Assurances and Certifications

AmeriCorps Member Placement PY 2021-22

STATEMENT OF WORK

Exhibit A

Responsibilities of the Sponsoring Organization

Section I – Sponsoring Organization Duties and Financial Responsibilities

1. Provide transportation or mileage reimbursement to Member(s) to conduct service away from their established service site during service hours. Reimbursement amount is subject to Sponsoring Organization's written travel policy, not to exceed federally-allowable transportation or mileage reimbursement. In the absence of written policy, reimbursement must follow federal guidelines.
2. Provide lodging and meals to Member(s) when travel (including overnight) is necessary to perform site-required service or training away from the service site. Reimbursement amount is subject to Sponsoring Organization's written travel policy, not to exceed federally-allowable transportation or mileage reimbursement. In the absence of written policy, reimbursement must follow federal guidelines.
3. Provide transportation or mileage reimbursement to Member(s) who attend the required member regional training, to be scheduled in program year 2021-22. Reimbursement amount is subject to Sponsoring Organization's written travel policy, not to exceed federally-allowable transportation or mileage reimbursement. In the absence of written policy, reimbursement must follow federal guidelines.
4. Reimburse WSC for costs of any FBI checks that are beyond the allowed one FBI check per enrolled position, including, but not limited to:
 - cancellation or rescheduling fees incurred due to no-shows or changes made with less than 24 hours' notice to Fieldprint;
 - applicants who back out after fingerprinting;
 - applicants who do not follow instructions and must re-do the FBI check;
 - applicants who do not enter their legal name as it appears on their government-issued photo ID when registering with Fieldprint.
5. Directly pay for or reimburse Member-Applicants for any background checks the Sponsoring Organization may require beyond the criminal history checks required by the Corporation for National and Community Service.
6. All Member expenses to serve at the site are the responsibility of the Sponsoring Organization. This includes, but is not limited to, Member reasonable accommodation or ergonomic assessment.
7. Comply with the Grant Program Civil Rights and Non-Harassment Policy (incorporated by reference), Assurances and Certifications (incorporated by reference), AmeriCorps Member Service Agreement (incorporated by reference) and the Request for

Application / Intent to Continue Expectations & Agreements (incorporated by reference).

8. Abide by all applicable state and federal laws and CNCS policy on Equal Opportunity Employment. An environment free of discrimination for all AmeriCorps Members must be provided. Recognizing that the fabric of our society is strengthened by the diversity of its citizens, the policy of CNCS is to ensure a mutual respect for all differences among us. Discrimination for race, color, gender, national origin, religion, age, mental or physical disability, sexual orientation, marital or parental status, military service, and religious, community or social affiliations, or any other category protected by state or federal non-discrimination law will not be tolerated. Treatment of all Members must be based upon merit.
9. Comply with all WSC Policies, Procedures, and other guidance in effect during the term of this Contract, including the current policies and procedures listed below, and other policies or procedures that may be developed and implemented throughout the program year:

POL-105 – Providing Adequate Oversight & Support of Members

POL-110 – Completing National Service Criminal History Checks

POL-120 – Managing Member Hours

POL-121 – Ensuring Service Activities are Allowable

POL-122 – Managing Alternative Service

POL-123 – Managing Member Leave

POL-124 – Managing Member Participation in WSC Training

POL-125 – Managing Limited Teleservice by Members

POL-130 – Managing Member Conduct

POL-131 – Managing Member Appearance and Use of Service Gear

POL-133 – Managing Member Accidents-Injuries

POL-140 – Managing Reasonable Accommodation Requests for Members

POL-141 – Handling Compelling Personal Circumstances Requests

POL-150 – Managing Member Transfers

POL-155 – Refilling Positions

POL-160 – Managing Member Deployment for Disaster Response

10. Establish and impart safety guidelines and rules that ensure the well-being of the Member(s) and participants.
11. Ensure Sponsoring Organization has current Drug-Free Work Place and Non-Discrimination Policies, and these are shared and made available to Member(s).

12. Ensure that Member(s) provides direct service in accordance with the position description.
 - Ensure any changes to duties are updated on the *Member Position Description* form and immediately sent to WSC.
 - Administrative and/or janitorial duties that are directly related to and are necessary to reach the Member's service goals, will be allowed. However, administrative and/or janitorial duties that support general organizational goals are not allowed.
13. Ensure that service activities do not displace or supplant employees. Service activities and project must expand or enhance the organization's impact, not simply sustain a service or work of the organization.
14. AmeriCorps positions are unique and limited in scope. If the Sponsoring Organization ascertains that the Member's position is the same or substantially similar to that of union-represented employees of the Sponsoring Organization or service site, the Sponsoring Organization must obtain and provide written concurrence of the AmeriCorps placement from the local labor organization.
15. Ensure accuracy of Member's service.
 - Monitor Member(s) service hours to ensure that the Member is serving an average of at least 40 hours a week for the full term of service, and is on track to complete the required minimum service hours indicated in the Member Service Agreement.
 - Members must get adequate breaks according to the Member Service Agreement. This includes a lunch break of at least 30 minutes.
 - Monitor timesheets for accuracy and to ensure Member(s) do not exceed the percentage of time allowed in training (20%) and fundraising (10%).
 - Project staff will approve all member electronic timesheets through the WSC electronic timesheet system no later than five (5) business days after the end of each semi-monthly living allowance payment period.
 - No hours can be granted for service out of state (disaster deployment may be only consideration).
 - Member training out-of-state can only occur with prior WSC approval.
 - Generally, no hours can be granted for out-of-country trainings. In rare cases, this may be allowed with prior written approval of WSC.
 - No hours can be performed prior to the first day of the term of service.
 - No hours can be performed after the last day of the term of service.
16. Ensure that Member(s) do not participate in any activities which are not allowable under CNCS regulations and guidance.
17. Communicate to Member(s) that they must be available to serve the hours needed by the project including any weekend and evening service activities.
18. Ensure AmeriCorps Member(s) wear AmeriCorps gear daily while serving.

19. Prominently display WSC logo on Sponsoring Organization's website, and marketing or educational materials produced by the Sponsoring Organization to be used in promotion of the AmeriCorps position or project.
20. Ensure service site has the WSC and AmeriCorps*State logos visibly posted as follows:
 - In a prominent location visible to staff and customers where member serves: sign with WSC logo, AmeriCorps logo, and "AmeriCorps Member Serves Here".
 - At the entrances to the building where Member serves: sign with WSC logo, AmeriCorps logo, and (optional) service site name.
 - On the service site's website with a link to information about the Washington Service Corps and Washington Reading Corps.
21. Prominently display signage provided by WSC (or its equivalent) at the Member's service site listing AmeriCorps prohibited activities (reference Section 29(A), *Prohibited Activities*).
22. When communicating with customers, stakeholders, Legislative Representatives, or media about the program a Member is serving in, the Sponsoring Organization and any Member service site will identify the roles of both the Washington Service Corps and AmeriCorps in the project. For example: "As part of the Washington Service Corps, the AmeriCorps Members serving at (organization name)....."
23. If the Member is reimbursed for use of a personal vehicle in the performance of their service duties, require and retain member's proof of valid driver's license and current proof of vehicle insurance.
24. Participate in the following types of monitoring/audits from federal or state WSC program partners:
 - Desk review of program documents by WSC Site and Member Services Coordinator or an authorized representative.
 - On-site monitoring/audit process by WSC Site and Member Services Coordinator or an authorized representative. This includes allowing access to member or program files, documents and materials; as well as access to members and staff for interviews.
 - Scheduled programmatic visits as requested by WSC state program/funding partners (such as Serve Washington, CNCS, or Washington State Employment Security Department).
25. Host scheduled programmatic visits as requested by WSC Site & Member Services Coordinator or authorized partner/stakeholder related to the program.
26. In the event of any change to the information regarding the Sponsoring Organization, notify the WSC Site & Member Services Coordinator within ten (10) working days.
27. Ensure that AmeriCorps Member eligibility verification is met.

28. Ensure that AmeriCorps Member(s) do not accept or solicit monetary or other service site compensation from the Sponsoring Organization or in addition to their WSC stipend or living allowance while serving as a Member of the WSC.

Section II - Recruitment and Enrollment of AmeriCorps Member(s)

1. Conduct recruitment, interviews, and selection of Members according to guidance provided by WSC.
2. Comply with WSC criminal history check requirements as identified in guidance including, but not limited to, WSC policy #POL-110. Comply with other criminal history check requirements that may be developed and required throughout the program year to maintain CNCS compliance.
3. Submit all required Member enrollment documents to WSC by the required date. The enrollment documents must be complete, accurate, and approved in advance by WSC.

Section III - Oversight of WSC Project and Support of AmeriCorps Member(s)

1. At the time of enrollment of Member(s), identify staff persons from the Sponsoring Organization who are to provide oversight and support of the Member(s).
 - Identify a Sponsoring Organization staff to be the primary point of contact for the AmeriCorps project.
 - Identify a service site staff to provide primary oversight and support for the Member(s) at the service site location.
 - Identify backup staff to provide oversight and support to the member when the primary staff is not available.
2. In the event of a change in site staff, follow WSC policy #POL-105.
3. Orient any new site staff to their AmeriCorps duties and ensure they review this Contract, the WSC Member Service Agreement, and the policies & guidance materials on the WSC website.
4. Update Member position descriptions as necessary and submit signed forms to WSC for approval. Changes in Member's service site, schedule, or duties require an amended position description. If the WSC becomes aware of any change without prior approval, it may result in the removal of the member from the Sponsoring Organization.
5. Ensure Member's site staff completes core required trainings provided by WSC, and any other WSC-required training offered throughout the program year, which may be offered virtually through eLearning, synchronous virtual training or in-person instructor led events. Failure to complete required training will be considered a non-compliance issue, subject to Section 37, *Termination, Suspension and Remedies*, and may jeopardize future placements of WSC AmeriCorps Members with the Sponsoring Organization.

6. Ensure that site staff follow professional standards in its oversight of Members in alignment with WSC training and policy. All Members should be treated with professionalism, respect and given opportunities to learn through their experience. Failure to adequately oversee Members in alignment with WSC policy and WSC site staff training will be considered a non-compliance issue, subject to Section 37, *Termination, Suspension and Remedies*, and may jeopardize future placements of WSC AmeriCorps Members with the Sponsoring Organization.
7. Orient Member(s) to AmeriCorps, WSC, the Sponsoring Organization, service site, the community demographics and client base, and the service they will provide. Ensure Member(s) are made aware of and understand the Prohibited Activities, as well as policies and procedures of WSC, the Sponsor Organization and Sub-Service Site.
8. Ensure Member(s) are aware of safety measures and procedures of the Sponsoring Organization and Sub-Service Site.
9. Provide Member access to project documents, to include but not limited to Member Service Agreement, Request for Application, Contract and Exhibits, Performance Plan, etc.
10. Inform Member(s) about Sponsoring Organization rules of conduct and appropriate behavior, including procedures for communicating service hours and absences. Provide Member(s) with policy manuals and/or handbooks, and include organizational chart for Sponsoring Organization.
11. Introduce Member(s) to other Sponsoring Organization staff and include Member(s) in appropriate Sponsoring Organization functions. Orient the service site staff to the Member and the duties, as well as the differences between an AmeriCorps member and staff.
12. Facilitate the development of a team environment where Members are part of the service site team contributing to the mission of the organization through direct service to beneficiaries.
13. Provide appropriate tools and equipment for the Member(s) to perform service and to communicate with WSC.
14. Recognize and support distinct roles and responsibilities of the Member(s) as outlined in the Member's position description. If the service site has closures (e.g. school breaks) throughout the year, incorporate plans for alternate service activities during these closures.
15. Provide oversight of the Member's progress and skill development, including Member's participation in required site and WSC training.
16. Ensure Member(s) serve on Martin Luther King Jr. National Day of Service and any other day(s) communicated in advance by WSC as a required day of service or special initiative, and encourage participation in other days of national service which occur during the term of service.

17. Communicate within one (1) business day with WSC Site & Member Services Coordinator regarding Member(s) performance issues or other program concerns.
18. Document Member performance/personnel issues in writing, including actions taken toward resolution.
 - Forward documentation to WSC within one (1) business day to ensure proper documentation for Member file.
 - Obtain WSC approval prior to taking action to remove or transfer a Member.
19. Follow Member discipline procedures as outlined in the Member Service Agreement and WSC policy #POL-130.
 - Work with the WSC Site & Member Services Coordinator if there are any service site policy conflicts or different approaches. These are to be coordinated for clear and consistent messages to Member(s), should disciplinary issues emerge.
 - Please also refer to Section 12, *Order of Precedence*, as contained within this Contract.
20. If the Sponsoring Organization fails to follow required WSC member progressive discipline (as noted in the Member Service Agreement & WSC Policy #POL-130) and subsequently terminates the Member from service, and the Member's grievance hearing grants the former Member a pro-rated education award, the Sponsoring Organization will repay the pro-rated education award amount to WSC.
21. Use retention strategies to ensure Member(s) successfully completes their full term of service.
22. If the Sponsoring Organization, or one of its Sub-Service Sites, hires a Member as an employee before the completion of that Member's agreed-upon term of service, the WSC may elect not to place another Member with the Sponsoring Organization or the Sub-Service Site in the future.
23. If a Member indicates the intent to leave their service early, the Sponsoring Organization will:
 - Troubleshoot reasons for exit with Member and WSC in efforts to retain Member.
 - If Member still decides to terminate service early, work with the Member to complete all WSC-required exit documentation, per the checklist on WSC website, prior to the Member leaving service.
24. Members may not serve in other positions or be under a work, pay or reimbursement agreement or contract for performing work within the Sponsoring Organization or Sub-Service Site while under current WSC Member Service Agreement.

Section IV - Performance Measures and Reporting

1. Collaborate with WSC and the Member(s) to develop a well-defined project that has clear goals and objectives in accordance with the Member's position description and the Request for Application (incorporated by reference).

Once project plan is approved, any adjustments or revisions need prior written approval by WSC.

2. Ensure performance objectives are quantifiable and demonstrate the impact of the Member's service in one of the focus areas, as defined in application and negotiated in writing with WSC.
3. Implement data tracking tools, as agreed-upon by WSC, to use for collecting data on the performance objectives negotiated following award notification.
4. Complete Performance Plan and Data Collection Strategy documents, with tools, assessments and surveys included, following award notification and negotiation and submit by due date provided by WSC. WSC will confirm approval and acceptance of the plan.
5. Ensure that the Performance Measure plan, Data Collection Strategy document and the Member's position description are in alignment to meet the agreed upon targets and support the interventions and data collection process.
6. Comply with other records retention requirements that may be developed and required throughout the program year.
7. Submit quarterly progress reports according to the annual calendar provided by WSC, or as requested by WSC, on outputs and outcomes for each performance target as defined in the Performance Measure Plan and Strategy documents and the Member's position description.
 - Upload project site aggregate participant rollup report into the WSC-designated reporting system.
8. Support the Member(s) in reaching the performance goals for volunteer recruitment and training.

Track and report on goals for episodic and ongoing volunteers, hours to be served by volunteers, number of veteran and military family volunteers (if requested), and effective volunteer management strategies.

9. Submit original, signed performance evaluations of the Member twice during the service term (by due dates provided by WSC) using forms provided on the WSC website.
10. Notify WSC of impending scheduled visits by stakeholders such as representatives of the Legislature or Congress, or events or activities that may warrant media support. Follow WSC guidance for media relations and interactions including releases for all pictures.
11. Report AmeriCorps-sponsored activities and events in which stakeholders, legislators or other elected officials are invited to be educated in the effectiveness of the AmeriCorps program.
12. Ensure that Member(s) submit at least one "Story of Service" per quarter (due dates will be communicated by WSC).

13. Submit copies of written or electronic articles that highlight Member(s) and/or AmeriCorps project as they occur.
14. Provide, as requested by WSC, additional performance- and programmatic-related information as needed throughout the program year. This could include response to program impact evaluation surveys, interviews, request for materials, etc.
15. If data sources are external to the Sponsoring Organization, ensure that appropriate/required data sharing agreements are in place with those data sources.
16. Support WSC program evaluation, working with external program evaluator sources as required.

Section V - Career Development/Training

1. Provide adequate training to ensure Member is prepared for the roles and responsibilities of the project.
2. Provide a minimum of two (2) site-specific trainings to Member related to the service position.
 - No more than 20% of Member's total service hours may be spent in training.
 - Training received by Member during orientation does not count toward the site-specific training.
3. Submit all requests for approval of out-of-state training for the Member to the WSC at least two weeks in advance of the training.
4. Support Member(s) in attending WSC training and career development opportunities.
 - Release Member(s) to attend mandatory training events, service projects, and other WSC events including WSC-sponsored regional trainings.
 - Ensure members meet all core training requirements.
5. Ensure Member(s) complete core required trainings provided by WSC, and any other WSC-required training offered throughout the program year. Should the Member(s) fail to complete all WSC-required training offered during the Member's term of service, the Sponsoring Organization will be considered to be non-compliant with the contract terms herein, subject to Section 37, *Termination, Suspension and Remedies* and may jeopardize future placements of WSC AmeriCorps Members with the Sponsoring Organization.
6. Release Member(s) from regular service to respond to disasters in accordance with WSC Policy #POL-160. Out-of-state deployments must meet specific CNCS criteria, and require prior written approval of WSC.

Section VI – Sustainability

1. The AmeriCorps project must support the long-term goals of the Sponsoring Organization, and the Sponsoring Organization must be committed to the project.
2. The project must be designed to yield results beyond the Member(s) term of service.

3. The Member(s) position is to enhance or expand the Sponsoring Organization's service to its clients or participants through the project where the Member(s) will be placed, not to maintain existing programs or replace (supplant) staff.

Section VII – Other Responsibilities

Responsibilities of Washington Service Corps

1. Provide program orientation for Members, Sponsoring Organization contract manager, and project site staff.
2. Provide on-going technical support to Members, Sponsoring Organization contract manager, and project site staff by telephone and/or e-mail, webinars, other technology assisted approaches as available and accessible, and on-site visits as arranged.
3. Communicate expectations and procedures about Member service and performance.
4. Create position listing(s) on MyAmeriCorps.gov on behalf of the Sponsoring Organization, and assist, as necessary, in recruitment of applicants on behalf of the Sponsoring Organization.
5. Conduct desk reviews and on-site monitoring reviews, and issue reports that list findings, concerns and observations. Provide technical assistance to the Sponsoring Organization and Members to complete corrective action.
6. Ensure oversight of electronic timesheets for each Member, and maintain the official permanent Member file.
7. Process Member living allowance for payment on the 5th and the 20th of each month.
8. Provide State Industrial Insurance (aka Worker's Compensation) coverage for Members.
9. Provide Medical Insurance coverage for the AmeriCorps Member(s) who do not already have coverage.
10. Provide Sponsoring Organizations with WSC/AmeriCorps logo posters to post in a prominent location.
11. Provide Members with basic AmeriCorps gear.
12. Provide training and development opportunities to Members.

AmeriCorps Member Placement PY 2021-22

CNCS ASSURANCES AND CERTIFICATIONS

Exhibit B

ASSURANCES

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the Corporation for National and Community Service (CNCS), the CNCS Inspector General, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will initiate and complete the activities described in the application within the applicable time frame after receipt of CNCS's approval.
- Will comply with all federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), which prohibits federal grantees from discriminating on the basis of race, color, or national origin;
 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in an educational program or activity that receives or benefits from federal financial assistance;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits federal grantees from discriminating on the basis of disability;
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits the exclusion of any person on the basis of age from participating in any program or activity receiving federal financial assistance;
 5. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of dwellings provided in whole or in part with the aid of CNCS funding;
 6. Any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended (NCSA), or the Domestic Volunteer Service Act of 1973, as amended (DVSA); and
 7. The requirements of any other nondiscrimination statute(s) which may apply to the application.

- Will comply with section 543 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- If a governmental entity -
 1. Will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 2601 *et seq.*), which govern the treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs, and
 2. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will assist CNCS in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-l *et seq.*).
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200, Subpart F.
- Will, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with CNCS funds, clearly state - (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- Will not provide any CNCS funding to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.
- Will comply with all applicable requirements of all other federal laws, executive orders, regulations, application guidelines, and policies governing the program under which the application is filed.
- Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the CNCS will be used to support any such prohibited activities.
- Will comply with the nondiscrimination provisions in the NCSA, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the NCSA shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or religion.
- (NOTE: the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-CNCS funds or paid with CNCS funds but employed with the applicant organization prior to or on the date the grant was awarded. If your organization is a faith-based organization that makes hiring decisions on the basis of religious belief, your organization may be entitled, under the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb, to receive federal funds and yet maintain that hiring practice, even though the NCSA includes a restriction on religious discrimination in employment of staff hired to work on a CNCS-funded project and paid with CNCS

grant funds. (42 U.S.C. § 5057(c)). For the circumstances under which this may occur, please see the document “Effect of the Religious Freedom Restoration Act on Faith-Based Applicants for Grants” at: <https://www.justice.gov/archive/fbci/effect-rfra.pdf>.

- Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served, the municipality and government of the county (if appropriate) in which the community is located, and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program;
- Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the non-displacement requirements specified in section 177 of the NCSA;
- Will, in the case of an AmeriCorps program that is not funded through a state, consult with and coordinate activities with the State Commission for the state in which the program operates;
- Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the NCSA and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed;
- Will comply with the non-duplication and non-displacement requirements set out in section 177 of the NCSA, and in CNCS’s regulations at 45 CFR § 2540.100;
- Will comply with the grievance procedure requirements as set out in section 176(f) of the NSCA and in CNCS’s regulations at 45 CFR § 2540.230;
- Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform;
- Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences;
- Will arrange for an independent evaluation of any national service program that is carried out using assistance provided to the applicant under section 121 of the NCSA and 45 C.F.R. Part 2522, Subpart E; or, with the approval of CNCS, conduct an internal evaluation of the program;
- Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program’s impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by CNCS;
- Will ensure the provision of a living allowance and other benefits to participants as required by CNCS;
- Has not violated a federal criminal statute;

- If a state applicant, will ensure that the state subgrants that will be used to support national service programs are selected in conformance with the requirements of the NCSA;
- If a state applicant, will seek to ensure an equitable allocation within the state of assistance and approved national service positions, taking into consideration such factors as the locations of the programs, population density, and economic distress;
- If a state applicant, will ensure that not less than 60% of the assistance will be used to make grants to support national service programs other than those carried out by a state agency, unless CNCS approves otherwise based upon the state applicant not having a sufficient number of acceptable applications to meet the 60% threshold.

CERTIFICATIONS

The certifications set out below are material representations upon which the Corporation for National and Community Service (CNCS) will rely when it determines to award a grant. False certification, or violation of the certification, may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

Certification – Debarment, Suspension, and Other Responsibility Matters

This certification is required by OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in 2 CFR § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with, commission or any of the offenses listed in 2 CFR § 180.800(a); or
- Has had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

Certification – Drug Free Workplace

This certification is required by section 184 of the NCSA (42 U.S.C. 12644), sections 5150-5160 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101-8106), and CNCS's implementing regulations at 2 CFR Part 2245, Subpart B. Under these authorities, grantees must certify, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace.

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 - 1. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
 - 2. Specifies the actions that the grantee will take against employees for violating that prohibition; and
 - 3. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any federal award;
- C. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing CNCS, as well as any other federal agency on whose award a convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
 - 1. Taking appropriate personnel action against the employee, up to and including termination; or
 - 2. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

Certification – Lobbying Activities

As required by 31 U.S.C. 1352, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

Certification - Grant Review Process (State Commissions Only)

I certify that in conducting our review process, we have ensured compliance with the National and Community Service Act of 1990, and all state laws and conflict of interest rules.

Certification – Federal Tax Liability

I certify that, if the applicant is a corporation,

A. The corporation does not have any unpaid federal tax liability—

1. That has been assessed,
2. For which all judicial and administrative remedies have been exhausted or have lapsed, and
3. That is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or

B. A federal agency has considered suspension or debarment of the corporation based on the unpaid tax liability and has made a determination that this further action is not necessary to protect the interests of the government.

Certification – Felony Criminal Conviction under Federal Law

I certify that, if the applicant is a corporation,

A. The corporation has not been convicted of a felony criminal violation under any federal law within the preceding 24 months, or

B. A federal agency has considered suspension or debarment of the corporation based on that conviction and has made a determination that this further action is not necessary to protect the interests of the government

Certifications – Subgrants and Lower Tiered Nonprocurement Transactions with Excluded or Disqualified Persons (NCSA Subtitle C and Social Innovation Fund applicants only)

Definitions

The terms “debarment,” “suspension,” “excluded,” “disqualified,” “ineligible,” “participant,” “person,” “principal,” “proposal,” and “voluntarily excluded” as used in this document have the meanings set out in 2 CFR Part 180, Subpart I, “Definitions.” A transaction shall be considered a “covered transaction” if it meets the definition in 2 CFR Part 180 Subpart B, “What is a covered transaction?”

Assurance requirement for subgrant and other lower tier nonprocurement agreements

You agree by submitting this proposal that, if we approve your application, in accordance with 2 CFR Part 180 Subpart C, you shall not enter into any lower tier nonprocurement covered transaction with a person without verifying that the person is not excluded or disqualified unless authorized by CNCS.

Assurance inclusion in subgrant agreements

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered nonprocurement transactions and in all solicitations for lower tier covered nonprocurement transactions that the participants will comply with the provisions of 2 CFR Part 180 subparts A, B, C and I.

Notice of error in certification or assurance

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date:	August 2, 2021
Item Title/Agenda Subject:	Bonneville Power Administration Conservation Agreement
Submitted by:	Buddy Stanavich Public Works & Utilities
Recommended Action or Motion:	Authorize the Mayor to sign the amendment to extend the City's Energy Conservation Agreement with Bonneville Power Administration.
Background/Summary:	The City and BPA have an Energy Conservation Agreement in place which has been in effect since October 1, 2017. It is a base agreement intended to be amended periodically to align with the requirements of the rate period in effect at the time. This agreement has been in effect through two BPA biennial rate periods, BP 18-19, which ended September 30, 2019, and the current BP 20-21 rate period, which will end September 30, 2021. This extension is through the first half of the upcoming BP 22-23 rate period. Per the BPA offer letter, BPA is developing a new energy efficiency tracking and reporting system, so a second amendment is anticipated in spring of 2022. The present Conservation Agreement between the City of Ellensburg and Bonneville Power Administration (BPA) terminates September 30, 2021. The amendment presented will extend the term to September 30, 2022. BPA's contact information is also updated in Exhibit A of this amendment. No other changes are proposed to the existing agreement.
Previous Council Action:	The original agreement was approved by Council in August 2017 and has been in effect through two BPA biennial rate periods.
Analysis:	This is a one year extension to our present agreement with no other changes to the agreement.
Financial Impact:	None
Attachments:	

BPA Conservation Agreement Extension Ellensburg ECA Offer Letter

BPA Conservation Extension Ellensburg 17ES-11475



Department of Energy

Bonneville Power Administration
Eastern Customer Service Center
1620 E Hawthorne Rd, PO Box 789
Mead, WA 99021

ENERGY EFFICIENCY

June 14, 2021

In reply refer to: PEJB-MEAD-GOB

The Honorable Bruce Tabb, Mayor
City of Ellensburg
501 N. Anderson St
Ellensburg, WA 98926-3147

Dear Mayor Tabb:

Attached is an original copy of Amendment No. 1 to the Energy Conservation Agreement (ECA) Contract No. 17ES-11475 between Bonneville Power Administration (BPA) and City of Ellensburg (Ellensburg). Per Section 1, Term, the ECA is scheduled to expire on September 30, 2021. This Amendment changes the expiration date to extend the term of the ECA through September 30, 2022. This Amendment also updates BPA's contact information in Exhibit A, Notices and Contact Information.

BPA is currently developing a new reporting system, the Bonneville Energy Efficiency Tracking System (BEETS). Prior to BEETS being fully operational BPA will offer an additional Amendment to update the ECA to reflect changes associated with the new system. BPA anticipates this second Amendment in spring of 2022.

If Ellensburg finds this Amendment offer acceptable, please electronically sign the enclosed document and return it to me by e-mail as soon as practicable but no later than September 22, 2021. Alternatively, Ellensburg may print, sign, and scan the document into a PDF file and return it by e-mail, or Ellensburg may print two copies, sign both copies, mail both copies of the signed document to my attention by September 22, 2021. Once received, I will countersign both copies and return one fully executed version to you for your records.

Please feel free to contact me at (509) 822-4585 if you have any questions or concerns.

Sincerely,

DANIEL

VILLALOBOS

Digitally signed by
DANIEL VILLALOBOS
Date: 2021.06.14 12:48:08
-07'00'

Dan Villalobos
Energy Efficiency Representative

Enclosure (1)

cc: Ryan Lyyski, Public Works and Utilities Director

bcc:

H. Ross - PSE-MEAD-GOB

D. Hilde – PEK-MEAD-GOB

CCM Support – KSC-4 (City of Ellensburg, 17ES-11475)

Official File – PEJB (CN-11)

F:\ECA 2021-2022\OFFER LETTERS

AMENDMENT
executed by the
BONNEVILLE POWER ADMINISTRATION
And
CITY OF ELLENSBURG

This AMENDMENT to the Energy Conservation Agreement Contract No. 17ES-11480 (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and CITY OF ELLENSBURG (Ellensburg), hereinafter individually referred to as “Party” and collectively referred to as the “Parties”.

This Amendment No. 1 (Amendment) replaces section 1 of the Agreement to extend the term of the Agreement through September 30, 2022 and updates the contact information in the Notices section of Exhibit A.

BPA and Ellensburg agree:

1. TERM

This Amendment shall take effect on October 1, 2021.

2. AMENDMENTS TO BODY OF THE AGREEMENT

Section 1, Term shall be deleted and replaced with the following:

“This Agreement takes effect on the date signed by the Parties. This Agreement expires on the earlier of September 30, 2022 or the date BPA deems that the Bonneville Energy Efficiency Tracking System (BEETS) is fully operational, unless terminated earlier as provided in section 13, Termination. Performance by BPA and Ellensburg shall commence on October 1, 2017, with the exception of those actions required prior to that date included in section 3(a) and section 3(b). All obligations under this Agreement shall be preserved until discharged or satisfied.”

3. EXHIBIT REVISIONS

Exhibit A shall be deleted and replaced by the attached Revision No. 2 to Exhibit A.

4. SIGNATURES

This Amendment may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Amendment as of the last date indicated below.

CITY OF ELLENSBURG

UNITED STATES OF AMERICA

Department of Energy

Bonneville Power Administration

By _____

By _____

Name Bruce Tabb
(Print/Type)

Name Daniel P. Villalobos
(Print/Type)

Title Mayor

Title Energy Efficiency Representative

Date _____

Date _____

Revision No. 2, Exhibit A
NOTICES AND CONTACT INFORMATION
Effective October 1, 2021

This revision updates the BPA and Ellensburg contact information in section 1(b) of Exhibit A.

1. NOTICES AND CONTACT INFORMATION

(a) Notices

Any notice required under this Agreement that requires such notice to be provided under the terms of this section shall be provided in writing to the other Party in one of the following ways:

- (1) delivered in person;
- (2) by a nationally recognized delivery service with proof of receipt;
- (3) by United States Certified Mail with return receipt requested;
- (4) electronically, if both Parties have the means to verify the electronic notice's origin, date, time of transmittal and receipt; or
- (5) by another method agreed to by the Parties.

Notices are effective when received. Either Party may change the name or address for delivery of notice by providing notice of such change consistent with this section. Parties shall deliver notices to the following person and address:

(b) Contact Information

If to Ellensburg:

City of Ellensburg
501 N. Anderson Street
Ellensburg, WA 98296-3147
Attn: Ryan Lyyski
Public Works Director
Phone: 509-962-7230
E-Mail: lyyskir@ci.ellensburg.wa.us

If to BPA:

Bonneville Power Administration
Eastern Customer Service Center
1620 E. Hawthorne Road, POB 789
Mead, WA 99021
Attn: Daniel P. Villalobos - PEJB
Energy Efficiency Representative
Phone: 509-822-4585
E-Mail: dpvillalobos@bpa.gov

2. REVISIONS

When a Party to this Agreement requests a change to their contact information included in section 1(b) of this exhibit, then the requesting Party must send notice of such requested change to the other Party. BPA may unilaterally revise this exhibit to implement such requested changes to section 1(b). All other revisions to this exhibit shall be by mutual agreement of all the Parties.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: August 2, 2021

Item Title/Agenda Subject: 2021 Comprehensive Multi-Utility Rate Study Update

Submitted by: Buddy Stanavich Public Works & Utilities

Recommended Action or Motion: Authorize the Mayor to sign the attached professional services agreement with FCS Group to update to the Cost of Service Analysis (COSA) models for the Light, Gas, Water and Sewer utilities.

Background/Summary: As part of the 2019-2020 budget formation process, the FCS Group was retained to complete a cost of service analysis (COSA) for the light, water and sewer utilities. In 2020 FCS Group was hired to complete a COSA for the gas utility. Staff worked with FCS providing background data including the budgets for each utility. Rates were adopted by Council for the 2019-20 budget in April 2019. A phase-in approach was established to bring customer classes to cost of service. Due to uncertainty with the effect of COVID-19 on revenues, the City did not move forward with rate/fee increases on January 1, 2021.

Previous Council Action: N/A

Analysis: Staff recommends an update to the Cost of Service Analysis (COSA) models to formulate the revenue requirement for all customer classes. The update will include the Light, Gas, Water, and Sewer utilities. It will include the capital spending plans, purchase energy expenses, Clean Energy Transformation Act low-income requirements, pole attachment fees, operations and maintenance, and administrative expenses to update long-term financial models for each utility. The Utility Advisory Committee made a favorable recommendation that City Council approve the Agreement.

Financial Impact: The costs for completing the COSA updates were included in the 2021 budgets of each utility. The total cost for the four utilities is \$76,615 which includes \$6,965 for a management

reserve contingency.

Attachments:

[City of Ellensburg - FCS Group Rate Study Update PSA - 2021](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
FINANCIAL CONSULTING SOLUTIONS GROUP, INC.**

RELATING TO: 2021 COMPREHENSIVE MULTI-UTILITY RATE STUDY UPDATE

THIS LUMP SUM AGREEMENT is made and entered into this ____ day of _____, 20__ (“Effective Date”), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the “CITY”) and (FINANCIAL CONSULTING SOLUTIONS GROUP, INC. dba FCS GROUP), a S. 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 2021 Comprehensive Multi-Utility Rate Study Update project.

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

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

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

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

2. SCOPE OF WORK.

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

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

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

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

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through (December 31, 2022). The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

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

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

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

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

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

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

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

4.7. The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work

beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is (\$6,965). 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 (\$76,615). This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

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

6. RELATIONSHIP OF PARTIES.

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

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

7. OWNERSHIP OF DOCUMENTS.

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, Professional Liability and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary

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

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

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

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

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

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

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

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

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

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

FCS GROUP
Angie Sanchez Virnoche, Vice President
7525 166th Ave NE, Ste D215
Redmond, WA 98052

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

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

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

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

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

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

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

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

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

Exhibit D – Budget for Each Task

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

CONSULTANT:

By: _____

Printed
Name: _____

Title: _____

Tax ID#: _____

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

EXHIBIT A – SCOPE OF WORK

CITY OF ELLENSBURG

COMPREHENSIVE MULTI-UTILITY RATE STUDY UPDATE

The following work task plan has been developed to complete a Comprehensive Multi-Utility Rate Study Update. The City's needs were discussed with Buddy Stanavich, Power & Gas Manager, Ryan Lyyski, Public Works & Utilities Director and Darren Larsen Assistant Utilities Director. Due to the unprecedented events of the global pandemic, the City altered the timing of the recommendations identified in the 2018 Comprehensive Water, Sewer and Electric Rate Study. The City would like to retain FCS GROUP to update the initial rate study findings with the latest financial information. The services to be provided as part of this scope are described below.

TASK PLAN

TASK 1: INITIAL PROJECT MEETING

An initial project meeting will be scheduled at the commencement of the project with the consultant and the City project team. Meeting participants would include a representative from departments that can address issues related to finance, engineering, operations, customer service and administration.

The intent of the meeting is to confirm the goals and objectives of the overall rate study and focus the efforts of the project team. The items covered at the meeting include reviewing the scope of work; identifying project objectives, expectations and deliverables; outlining the project schedule and key milestone review points; and discussing appropriate lines of communication.

TASK 2: DATA COLLECTION

FCS GROUP will provide a data needs list encompassing historical and projected revenue, expenses, fiscal policies, capital plans, fund balances and comprehensive planning documents. The data will be reviewed, analyzed and validated for inclusion in the study process. Detailed customer validation will not be updated as part of this effort, utilizing the data from the original Rate Study.

TASK 3: REVENUE REQUIREMENT

The revenue requirement developed during the original study will be updated, and will focus on the following components:

- Incorporate the latest 2021 / 2022 budget information into the analysis. Review and modify, if warranted, prior assumptions for future O&M staffing and technology changes.
- For the electric utility, Bonneville Power Administration (BPA) billing determinants will be updated with the latest published information.
- For the gas utility, latest purchases including amounts and cost, will be updated.
- Capital improvement program will be updated based on the most recent available information.
- Fund balances will be recalibrated to account for the most recent financial activity.
- Up to three (3) scenarios, per utility, will be developed analyzing alternative rate implementation strategies focusing on timing, capital cost alternatives and other sensitivities established through discussion with the City.

It should be noted that the natural gas utility budget includes efficiencies associated with the separate ongoing 2020 Model Development effort.

TASK 4: COST OF SERVICE

The results of the revenue requirement analysis will be incorporated into the cost of service allocation developed during the 2018 Rate Study for the electric, water and sewer utilities and 2020 Model Development for the natural gas utility. The test year period will be adjusted to 2021 for all selected utilities. The methodology and approach will be unchanged for this update.

It should be noted that the natural gas utility budget includes efficiencies associated with the separate ongoing 2020 Model Development effort.

TASK 5: RATE DESIGN

The rate design phase-in strategy will be updated based on discussion with the City. Up to two (2) phase-in alternatives, per class of service and utility, are included in this proposal. No structural changes are included in this scope of services.

TASK 6: PLANT INVESTMENT FEE UPDATE

A plant investment fee is a one-time charge imposed as a condition of service on new development or on expanded connections to the system. The charge represents a prorated share of the capital investment made to provide system capacity. The plant investment fee is calculated based on the intent and structure of the Revised Code of Washington (RCW) statute for Water-Wastewater Cities and Towns (RCW 35.92.025). In general, each connection shall bear a proportional share of the cost of the system capacity required.

This task will focus on updating the City's existing plant investment fee for the water and sewer utilities. Plant investment fees developed for each system shall reflect an updated inventory of existing system assets, the most recent approved capital improvement

program costs identified in the Comprehensive Planning documents related to growth, and current expectations for future capacity.

TASK 7: CLEAN ENERGY TRANSFORMATION ACT (CETA) SECTION 12 IMPACT ANALYSIS

In order to comply with CETA requirements to achieve energy burden reduction to below six (6) percent of annual income for low income customers, the following analysis will be performed:

- Establish a methodology and calculate the total estimated energy assistance need for the City's electric utility based on the guidelines as outlined in CETA section 12.
- Estimate the potential impacts on non-low-income assistance customers in the short-term (through 2030) and long term (through 2050).
- Review results with the City over an interactive conference call.
- Rate impacts will be calculated as part of a separate revenue requirement rate strategy.
- This task is only applicable to the electric utility.

TASK 8: POLE ATTACHMENT FEE UPDATE

Pole attachment charges are established by a utility for an outside party request for attachment of communication wires, cables and other facilities, including wireless antennae to a utility's poles and within its conduit system.

Charges for electric system pole attachments will be analyzed or established to ensure fairness, and in consideration of applicable public policy goals and regulatory requirements, if any. The legal framework for assessing pole attachment fees in Washington is established in RCW 54.04.045. Over the last several years, the interpretation of this framework has been in review by the Washington courts. This analysis will utilize the Washington State Court of Appeals revised FCC / APPA method based on the 2019 ruling to establish cost based fees.

TASK 9: MEETINGS & PRESENTATIONS

Seven (7) internal review meetings are included to go over assumptions and results of the revenue requirement update, cost of service results and rate design alternatives as well as any other task selected. Meetings will be performed remotely over an interactive conference call. The total meetings required to complete the study will vary based on the tasks selected. The list below assumes the completion of all the task described above. The final number of meetings selected can be modified at any time.

- Two (2) meetings to review revenue requirement results for all utilities;
- Two (2) meetings to review cost of service and rate design results for all utilities;
- One (1) meeting to review the plant investment fee update for all utilities;
- One (1) meeting to review the CETA Section 12 impacts analysis.

- One (1) meeting to review the pole attachment fee update.

Two (2) Utility Advisory Committee (UAC) and / or City Council workshop / presentation to present final results and recommendations have been included in this scope of services. Given COVID19 safety considerations, the workshops are budgeted to be completed virtually using the City's platform of choice. With the state travel restrictions loosening up, the meetings can be performed on-site utilizing the management contingency included in the proposed budget.

We are more than happy to support additional presentations / meetings that may be requested. Time for additional services will be billed based on time and materials.

TASK 10: DOCUMENTATION

A high-level summary memorandum is included as part of this scope of services. The memorandum would focus on documenting only the changes made from the original study effort and the updated results and recommendations. The technical information referenced in the memorandum will be available in the provided Excel based models. Included will be one (1) electronic copy of the rate model for each utility selected and final memorandum.

An executive level report can be completed instead of the high-level summary memorandum. If the report option is preferred, the management contingency included in the proposed budget would be utilized.

MANAGEMENT CONTINGENCY

This scope includes a budget management contingency for any unanticipated tasks, which may include, but are not limited to the development of additional rate strategies, alternative rate designs, comprehensive report or meetings / presentations. This portion of the budget will only be accessible through written authorization.

EXHIBIT B – SCHEDULE FOR THE WORK

SCHEDULE

The City would like to complete Task 8 Pole Attachment Fee Update by December 2021. The remaining tasks are to be completed by March 2022 to assist in the City's budgeting process for the 2023 budget year. The completion of the study based on the outlined schedule is dependent on timeliness of receipt of requested data / information, quality of data, availability to schedule meetings in a timely manner and the ability of staff to provide policy direction for the study to move forward at key study milestones. We believe we can meet the City's noted December 2021 and March 2022 completion dates. The final schedule will be established during ***Task 1 Initial Project Meeting***.

EXHIBIT C – CONSULTANT LABOR COST AND NON-SALARY REIMBURSABLE COSTS

LABOR ^a

<u>POSITION/TITLE</u>		<u>BILLING RATE</u>
Principals	Standard Rate	\$270
Senior Project Manager	Standard Rate	\$205 - \$220
Project Manager III	Standard Rate	\$195
Project Manager II	Standard Rate	\$185
Project Manager I	Standard Rate	\$175
Project Consultant	Standard Rate	\$165
Senior Analyst	Standard Rate	\$145
Analyst	Standard Rate	\$135

Administrative and Technical Support

Public Relations	\$155
Technical Writer/Graphic Artist	\$130
Administrative Support	\$ 90

DIRECT EXPENSES

Major direct expenses, such as travel, mileage, and lodging, will be charged at cost. Other expenses will not be directly charged unless by mutual agreement of the client and FCS GROUP and specific terms will be established in advance prior to expenditure and billing.

^a *Litigation rates are 150% of standard hourly rates for services in support of litigation, settlement negotiations, arbitration and/or mediation processes.*

EXHIBIT D – BUDGET FOR EACH TASK

TASK	Electric	Water	Utility Sewer	Natural Gas	Combined	Total Budget
UTILITY SPECIFIC						
Task 2 Data collection	\$ 760	\$ 760	\$ 760	\$ 760		\$ 3,040
Task 3 Revenue requirement (3 scenarios)	5,190	4,610	4,610	3,060		17,470
Task 4 Cost of service analysis	3,060	2,380	2,380	1,530		9,350
Task 5 Rate design (up to 2 alternatives)	2,480	1,800	1,800	1,510		7,590
Task 6 Plant investment fee update	-	3,930	3,930	-		7,860
Task 7 CETA Section 12 impact analysis	5,760	-	-	-		5,760
Task 8 Pole attachment fee update	5,600	-	-	-		5,600
TOTAL UTILITY SPECIFIC	\$ 22,850	\$ 13,480	\$ 13,480	\$ 6,860	\$ -	\$ 56,670
COMBINED TASKS						
Task 1 Initial project meeting					\$ 990	\$ 990
Task 9 Meetings & presentations						
- Review meetings (remote)						
- Revenue requirement (2 meetings - 2 hours)					1,360	1,360
- COSA & rate design (2 meetings - 2 hours)					1,360	1,360
- Plant investment fee update (2 hours)					680	680
- CETA Section 12 impacts (1 hours)					380	380
- Pole attachment fee update (1 hours)					380	380
- UAC / Council workshop (2 meetings)						
- Development					3,430	3,430
- Presentation to Council (remote)					780	780
Task 10 Documentation (either option, not both)						
- High level memorandum					3,620	3,620
TOTAL COMBINED TASKS	\$ -	\$ -	\$ -	\$ -	\$ 12,980	\$ 12,980
TOTAL BUDGET	\$ 22,850	\$ 13,480	\$ 13,480	\$ 6,860	\$ 12,980	\$ 69,650
Management Contingency (10% of Estimate)						\$ 6,965
TOTAL BUDGET w. CONTINGENCY	\$ 22,850	\$ 13,480	\$ 13,480	\$ 6,860	\$ 12,980	\$ 76,615



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: August 2, 2021

Item Title/Agenda Subject: BPA's Fourth and Final Purchase Period for Future Tier 2 Power Supply

Submitted by: Buddy Stanavich Public Works & Utilities

Recommended Action or Motion: The Utility Advisory Committee forwarded a favorable recommendation to City Council to proceed with serving the City's future Tier 2 power supply needs with the Bonneville Power Administration's (BPA) Short-Term product (Option 3) for the contract's fourth purchase period and authorize the Public Works and Utilities Director to sign the election letter (attached).

Background/Summary: Under the City's Tiered Rate Methodology (TRM) power supply contract with BPA, there are two power supply types. Tier 1 is the City's average megawatt (aMW) allocation of the federally based system, with a 2021 Rate Period High Water Mark (RHWM) of 22.88-aMW, which costs about \$35/MWh. Tier 2 (above RHWM) is additional power supply needs between the RHWM (Tier 1) and the Forecasted Net Requirements (FNR). Tier 2 pricing follows the costs of a specified resource and/or the market. Under the TRM contract there are four purchase periods in which the City must notify BPA where it will procure its Tier 2 power supply. In the first three purchase periods the City chose BPA as the provider for our Tier 2 power supply needs, with an additional 1-aMW from Chelan PUD for the third purchase period. The fourth purchase period notice deadline is September 30, 2021 for Tier 2 power delivery beginning October 1, 2024 through September 30, 2028.

Previous Council Action: N/A

Analysis: For the fourth and final purchase period, staff obtained indicative pricing for 2 aMW's of various power products delivered to Mid Columbia (Mid-C). Option 1, 2MW around the clock, carbon free energy from Chelan PUD came in with estimated price of \$51/MWh - \$60/MWh plus an additional +/- \$2.25/MWh for transmission from Mid-C to Ellensburg, losses,

scheduling, etc. Option 2, 2MW around the clock, unspecified resource was \$48/MWh with the option to purchase Renewable Energy Credits (REC's) for an additional \$10/MWh, plus an additional +/- \$2.25/MWh for transmission from Mid-C to Ellensburg, losses, scheduling, etc. Option 3, BPA's Short-Term Tier 2 product which generally follows the market/BPA's fuel mix (95% carbon free) and is a loaded rate (includes transmission, risk, losses, scheduling, etc.). The current Mid-C market forecasts is roughly \$35/MWh through September 2028.

Financial Impact:

Option 1, is estimated to cost \$1,011,780/yr. or \$4,047,120 for the length of the purchase period. Option 2, an unspecified resource is estimated to cost \$880,380/yr. or \$3,521,520 for the length of the purchase period. If the use of REC's were elected there would be an additional \$175,200/yr. or \$700,800 for the purchase period. Option 3, BPA's Short-Term Tier 2 product, the estimated cost would be, \$613,200/yr. or \$2,452,800 for the length of the purchase period.

Attachments:

[4th Purchase Period election letter ST T2 Option A](#)



CITY OF ELLENSBURG
Public Works & Utilities Department
501 North Anderson Street
Ellensburg, WA 98926
Ph: (509) 962-7230

September 30, 2021

Hope Ross
Account Executive
Bonneville Power Administration
Eastern Customer Service Center
1620 East Hawthorne Rd, PO Box 789
Mead, WA 99021

Dear Hope:

In accordance with the terms of Ellensburg's Power Sales Agreement 09PB-13037, I am hereby making our election for Above Rate Period High Water Mark (RHW) Load power supply for the fourth Purchase Period beginning October 1, 2024 through September 30, 2028.

Ellensburg elects to use Alternative A ("Customer Planned Load Not Otherwise Served") of the Tier 2 Short-Term Rate (Section 2.4.1.1 of Exhibit C of the Power Sales Agreement). The table below indicates the "up to" amounts of Dedicated Resources that Ellensburg elects to use to serve its Above-RHW load for each year of the fourth Purchase Period, as applicable.

Fourth Purchase Period Dedicated Resource Elections				
FY	2025	2026	2027	2028
Election (aMW)	0	0	0	0

Furthermore, Ellensburg elects the "round down" option offered by BPA for the fourth Purchase Period. By electing the "round down" option, after the Above-RHW load amounts are set in the applicable RHW process, the Dedicated Resource amounts will be "rounded down" to the next lowest whole average megawatt amount, if necessary. Any fractional megawatt amount resulting from the rounding down will be served at the Tier 2 Short-Term Rate.

At this point in time, Ellensburg is not adding a Specified Resource to its Exhibit A and therefore the Dedicated Resource amounts stated above will be served with Unspecified Resource Amounts. Notwithstanding the foregoing, Ellensburg reserves its right to add Specified Resources pursuant to Section 3.5.1.2 of the Power Sales Agreement. This requires Ellensburg to notify BPA of its election in writing by October 31 of a Rate Case Year, then Ellensburg may add Specified Resources to section 2 of Exhibit A with amounts effective at the start of the upcoming Rate Period.

This will put BPA's Short-Term Tier 2 product in the default 1st position to serve Above-RHW load amounts until Ellensburg notifies BPA in a Rate Case Year of a change in Specified Resources as noted above. The notice process will allow for a non-federal Unspecified Resource to displace BPA's Short-Term Tier 2 product.

Thank you for your consideration and help getting the details in this decision correct.

Sincerely,

Ryan Lyyski
Public Works & Utilities Director
City of Ellensburg



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: August 2, 2021

Item Title/Agenda Subject: Approve Requests from Ellensburg Rodeo and Kittitas County Fair for Operation of 2021 Fair and Rodeo

Submitted by: Beth Leader City Clerk

Recommended Action or Motion: Approve the necessary road closures associated with the Ellensburg Rodeo and Kittitas County Fair

Background/Summary: The Ellensburg Rodeo Board and Kittitas County Event Center have requested Council approval for the parade route for the Ellensburg Rodeo Parade which is scheduled to take place on September 4, 2021. The parade will follow its traditional route.

Fair and Rodeo organizers have also requested use of Catherine Park, a noise waiver, parking restrictions, and traffic mitigation with some measures to begin Monday, August 30 and continue through the event (Thursday, September 2 through Monday, September 6, 2021).

Previous Council Action: None.

Analysis: Section 6.64.260 of the Ellensburg City Code (ECC) requires Council approval for any special event at which uses city rights-of-way as a part of the event which could substantially affect the normal flow of right-of-way traffic (for example, walk-a-thons, parades, foot races, etc.). The Ellensburg Rodeo Parade requires the closure of several City streets impacting traffic. Traffic mitigation and parking restrictions around the Event Center will assist in pedestrian and traffic flow for the event.

Section 5.60.120, subsection B, allows the mayor to grant a noise waiver to an event or activity or refer the matter to the Council, upon approval of the request by the city manager and police chief.

Financial Impact: The expenses associated with the road closures are incorporated into the 2021 budget for the various departments

impacted by the event.

Attachments:

[Park and Parade Closure Request](#)

[Fair Operations Request](#)

ELLENSBURG Rodeo

Since 1923

Labor Day Weekend



609 N. MAIN ST.

ELLENSBURG, WA 98926

(509) 962-7831

1-800-637-2444

RECEIVED

JUN 17 2021

CITY CLERK'S OFFICE

RECEIVED

JUN 14 2021

CITY MANAGER'S OFFICE
ELLENSBURG, WA

June 8, 2021

Ellensburg City Council
501 N. Anderson Street
Ellensburg, WA 98926

Dear City Council Members,

We appreciate the continued support and cooperation of the city during our busy and exciting Labor Day Weekend, and request your annual permission for the use of the following facilities:

Catherine Park – August 30th through September 7th (overflow parking).

Reed Park – September 6th

Downtown parade route – route, staging areas, and return route on September 4th (parade route map enclosed). In order to safely and successfully manage the parade we would like to ask for the following street closures the early morning of September 4th through the end of the parade as deemed necessary by the Ellensburg Police Department:

Helena & Alder s/b
18th & Alder s/b
Dean Nicholson Blvd & Walnut (close e/b access)
Dean Nicholson and Alder
Willow Street and Brooklane
University Way and Brick Road
Willow & Brick Road (Local access only sign)
University and Walnut
University and Sprague
University & D Street
University & C Street
University & Ruby
University & Pine
University & B Street
University Way and Pearl Street
University Way and Main Street

University Way and Maple Street
Main Street at 7th, 6th, 5th, 4th, 3rd, & 2nd
Pearl at 7th, 6th, 5th, 4th, 3rd, & 2nd
Pine Street & 2nd, 3rd, 4th and 5th
Ruby & 5th w/b
7th & Chestnut

We would also like to request some no parking zones from late Friday, September 3rd through the end of the parade on Saturday, September 4th during parade set up and the duration of the parade:

Alder Street from University Way North to Helena Street
Pearl Street from University Way to 2nd Street
Pine Street from 2nd to 5th Street
5th Street from Pine to Ruby Street

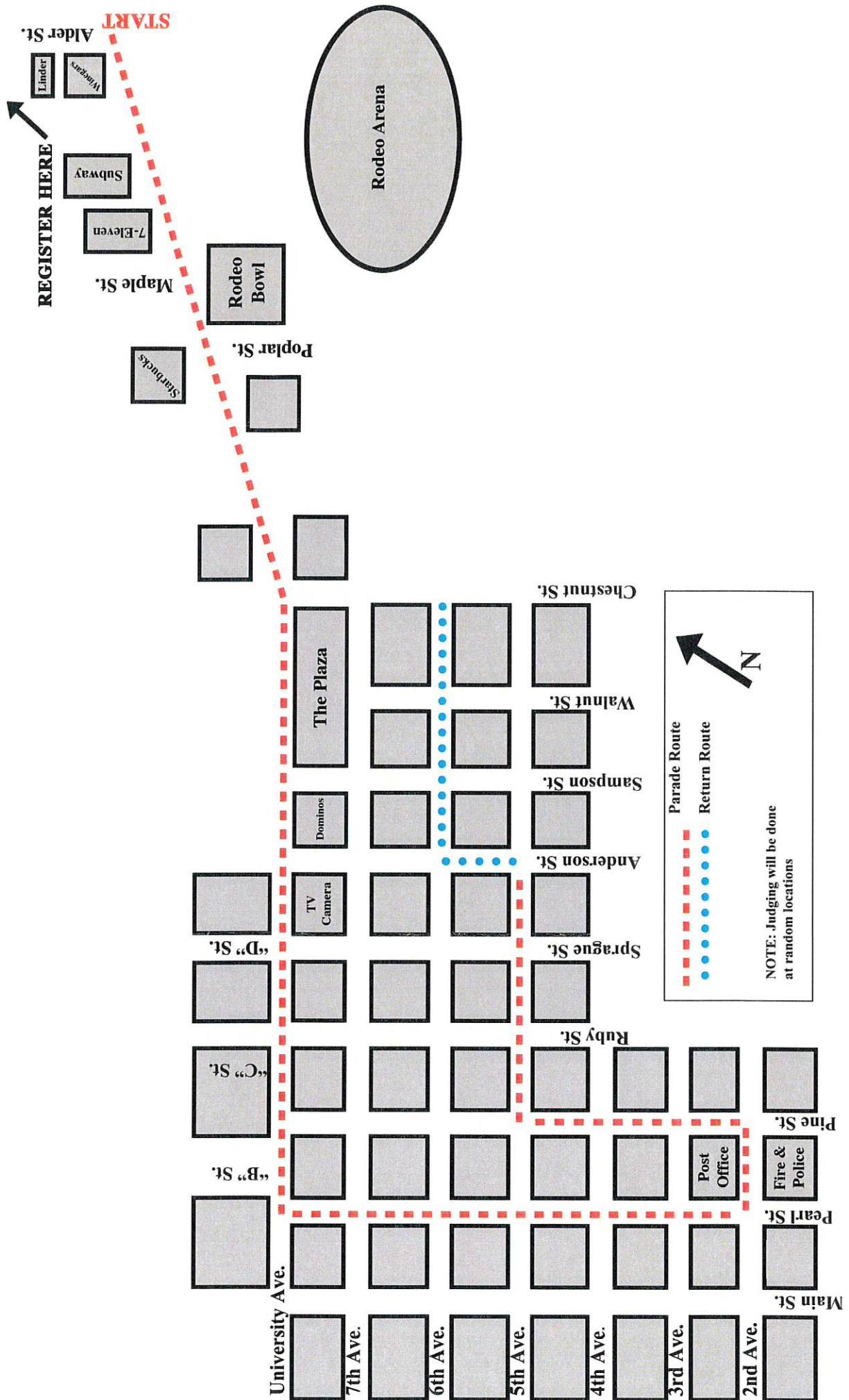
We have been in touch with Brad Case and met with city officials regarding street closures and no parking zones requested for the parade. Thank you for your consideration.

Sincerely,



Jerry Doolin
President

STAFF COMMENT: A special event permit has been submitted by the Ellensburg Rodeo Board for the parade and staff has no issues with the request





July 14, 2021

The Honorable Bruce Tabb
Mayor, City of Ellensburg
501 N. Anderson
Ellensburg, WA 98926

Dear Mayor Tabb,

On behalf of the Kittitas County Fair and Ellensburg Rodeo, we respectfully request that you grant the following items to implement the successful operation of the 2021 Kittitas County Fair and Ellensburg Rodeo.

Request for City Council Approval:

1. A waiver of the City of Ellensburg's noise ordinance to include only commercial and public reserve areas (zoning designations), with quiet hours between 3:00 a.m. and 6:00 a.m. for a limited period of time extending from Thursday, September 2, 2021, through Monday, September 6, 2021.
2. Effective Monday, August 30th:
 - 1) A temporary closure of 7th Avenue, from the corner of Chestnut and 7th to Poplar Street.
 - 2) A temporary closure of Poplar Street, from the corner of 7th Avenue to the corner of 8th Avenue.
 - 3) Designate one-way traffic: 9th Avenue, east between Poplar Street and Maple Street.
 - 4) Designate one-way traffic: Maple Street, south between 9th Avenue and 8th Avenue.
 - 5) Designate one-way traffic: Alley, west between Alder Street and Maple Street.
 - 6) Designate one-way traffic: 8th Avenue, west between Alder Street and Poplar Street.
 - 7) Designate one-way traffic: South on Alder between alley and 8th Avenue.
 - 8) Permission to place signs in appropriate locations for the purpose of directing people to the Event Center/Fairgrounds and designated parking areas, from the I-90 interchanges and other locations throughout the city.
 - 9) A "No Overnight Camping" sign along the north side of 6th Avenue in front of Memorial Park/Swimming Pool.



- 10) A "No Parking" area along the north side of 6th Avenue for Handicapped parking and an extra bus stop area.
- 11) Authorize "15-minute parking" and "no parking" areas in the customary areas surrounding the Event Center/Fairgrounds as designated by Ellensburg Police Department in conjunction with Event Center/Fair staff.
- 12) A "no parking" area along the east and west sides of Alder Street adjacent to the Event Center north parking lot, between University Way and 8th Avenue.
- 13) A "no parking" area along the north side of 8th Avenue between Chestnut and Alder.
- 14) A "no parking" area along the north side of 9th Avenue between East University Way and Maple Street.
- 15) Designate "one-way" from Chestnut East up 5th Avenue to Poplar; North Poplar to 6th Avenue; and 6th Avenue West to Chestnut.
- 16) Temporary 4-Way Stop at 5th Avenue and Chestnut, and 6th Avenue & Chestnut.
- 17) Parking in the area at the south end of Poplar at the foot of Craig's Hill, along the fence adjacent to the Event Center maintenance parking area, reserved for Emergency Vehicles only.
- 18) Use of cones to designate parking.
- 19) A temporary suspension of the RPZ restrictions, due to large numbers of entries, in the appropriate areas within a four-block radius of the Fairgrounds, beginning September 2, 2021 (Thursday) through September 6, 2021 (Monday).
- 20) "No Parking" signs by Rodeo gates on south side of 8th Avenue, between Alder and Maple.
- 21) Designate pedestrian cross walks at the following locations on University Way and Vantage Highway: (1) U-Totem; (2) bowling alley; (3) KXLE to Contestant Hill.

Note: All Fair and Rodeo gates will be padlocked with same key; extra keys will be located in the First Aid Station and the Police Station located adjacent to the Bloom Pavilion (in the old Fair Office).



Everyone involved with the 2021 Kittitas County Fair and Ellensburg Rodeo greatly appreciates the cooperation of the City Departments involved in making the Fair and Rodeo a safe place for the patrons of our annual Labor Day event.

Sincerely,

Kady Porterfield
Kittitas Valley Event Center, Director

Cc: Heidi Behrends Cerniwey, *City Manager*
Ken Wade, *Chief of Police, City of Ellensburg*
Jerry Doolin, *President, Ellensburg Rodeo Association*
John Sinclair, *Fire Chief, Kittitas Valley Fire and Rescue*
Ryan Lyyski, *Public Works Director, City of Ellensburg*
Becky Sherley, *President, Kittitas County Fair Board*

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

7/27/21
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 **2ND DAY OF AUGUST 2021**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund

Check #'s	153925	TO	154082	\$ 1,868,727.46
EFT #'s	4954	TO	4976	\$ 689,579.54

Total Amounts

Payroll Fund

Check #'s	95362	TO	95367	\$ 4,684.72
Direct Deposits	62755	TO	62985	\$ 420,873.16

Total Amounts

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: August 2, 2021

Item Title/Agenda Subject: Board and Commission Applications

Submitted by: Laurie Gigstead City Manager Department

Recommended Action or Motion: Informational - no action required.

Background/Summary: Seventeen people have applied to serve on the Parks and Recreation Commission. Due to the overwhelming response to the call for applicants, the interim Council Liaison, Mayor Tabb, and Laci Harrison, Chair of the Parks and Recreation Commission, will conduct interviews and make a recommendation to Council. The attached chart shows the current vacancies and the applicants. The Applications for Appointment are also included with the agenda report.

Previous Council Action: N/A

Analysis: There are currently three vacancies on the Parks and Recreation Commission.

Financial Impact: None.

Attachments:

[B and C Agenda Report Chart 8-2-21](#)
[Parks and Recreation Commission Applications](#)

Boards and Commissions	Affordable Housing Commission	Arts Commission	Building Appeals Board	Civil Service Commission	Diversity, Equity & Inclusion Commission	Ellensburg Business Development Authority Board	Environmental Commission	Landmarks and Design Commission	Library Board	Lodging Tax Advisory Committee	Parks and Recreation Commission	Planning Commission	Public Transit Advisory Committee	Senior Citizens Advisory Commission	Utility Advisory Committee
MEMBERS	7	7	5	3	7	9	7	7	7	7	7	7	7	7	7
Residency Requirements	Y	N	N	Y	Y	N	Y	Y	Y	N	Y	Y	N	N	Y
Current Members within City Limits	6	2	0	3	6	3	6	6	5	4	4	7	7	3	7
Current Members Outside City Limits	1	5	3	0	1	5	1	1	2	3	0	0	0	3	0
Current Members Outside but in UGA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VACANCIES	0	0	2	0	0	1	0	0	0	0	3	0	0	1	0
APPLICANTS															
Emily Ayers											1 st				
Joseph Blazek											1 st				
Ali Burton											1 st				
Candice Comfort											1 st				
Robert Hickey							3 rd		2 nd		1 st				
Kathleen Kelleher									3 rd		1 st				2 nd
Brittany Kivi							2 nd				1 st	3 rd			
Denise McMillen				3 rd			2 nd				1 st				
Albert Miller							2 nd				1 st				
Katie Olson											1 st				
Jessica Orndorff									2 nd		1 st	3 rd			
Lilly Park	2 nd										1 st			3 rd	
Joseph Pearson						2 nd					1 st	3 rd			
Nikki Pollock								3 rd			1 st	2 nd			
Jeanette Rendina								2 nd			1 st				
Kyle Taylor											1 st				
Bonnie Vidonne											1 st				

Laurie Gigstead

From: noreply@civicplus.com
Sent: Thursday, July 22, 2021 6:29 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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Application for Appointment

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

Boards & Commissions Parks and Recreation Commission

Name of Applicant: Emily Ayers

Address

Mailing Address (If
Different) *Field not completed.*

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in
Ellensburg 5 years + college

Do you live within the city
limits? Yes

If applying for the Sr.
Citizens' Advisory Board, are
you at least 55 years of
age? *Field not completed.*

Occupation Status and
Background: Preschool teacher

Organization Affiliations: Hungry Cookies (business owner)

Why are you seeking appointment?

I see so much potential in our parks and see room to make amazing parks and get involvement in the community to sustain and support them. As a mom with an education background I see a large need to creat parks and spaces for a wider range of needs and ages.

Will you be able to attend meetings regularly if appointed?

Yes

If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions

Field not completed.

Boards & Commissions

Field not completed.

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Friday, July 23, 2021 11:10 AM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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Application for Appointment

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

Boards & Commissions Parks and Recreation Commission

Name of Applicant: Joseph Blazek

Address

Mailing Address (If Different) Field not completed.

City ELLENSBURG

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 26 years

Do you live within the city limits? Yes

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age? Field not completed.

Occupation Status and Background: Retired

Organization Affiliations:	Evergreen State Volkssport Association (ESVA) and American Volkssport Association (AVA)
Why are you seeking appointment?	I have always had an interest in parks and outdoor recreation. I served previously for 10 years on the parks commission from 1999 to 2009.
Will you be able to attend meetings regularly if appointed?	Yes
If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?	
Boards & Commissions	<i>Field not completed.</i>
Boards & Commissions	<i>Field not completed.</i>

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Tuesday, July 20, 2021 4:24 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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Application for Appointment

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

Boards & Commissions	Parks and Recreation Commission
Name of Applicant:	Ali Burton
Address	
Mailing Address (If Different)	Field not completed.
City	Ellensburg
State	WA
Zip	98926
Email Address	
Phone Number	
Length of Residence in Ellensburg	10 years
Do you live within the city limits?	No
If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?	Field not completed.
Occupation Status and Background:	Teacher at Ellensburg High School, resident of Kittitas county since 2003

Organization Affiliations:	Ellensburg School District
Why are you seeking appointment?	I want to have a voice in making changes to our current options for families. We are lacking so many options that other communities of our size enjoy.
Will you be able to attend meetings regularly if appointed?	Yes
If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?	
Boards & Commissions	<i>Field not completed.</i>
Boards & Commissions	<i>Field not completed.</i>

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Tuesday, July 20, 2021 10:10 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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Application for Appointment

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions Parks and Recreation Commission

Name of Applicant: Candice Comfort

Address

Mailing Address (If Different) *Field not completed.*

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 2.5 years

Do you live within the city limits? No

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age? *Field not completed.*

Occupation Status and Background: 2017-Present: Stay at Home Mom
2008-2017: 911 Call Receiver

Organization Affiliations:	Mercer Creek Church
Why are you seeking appointment?	My entire adult life I have wanted to live in Ellensburg. Two and a half years ago, that dream came true. Ellensburg is such a special place, and I am so thankful we get to raise our family here. As a stay at home mom of a four and a half year old and three year old, I understand the importance of having fun, safe places to get outside. We visit Ellensburg parks weekly, with my boys asking almost every day if we can go. I am so appreciative of the great recreational areas we have, as well as the number of them. They are engaging for our kids, and well used which is evident by the number of people there. I'm also impressed that folks of all ages utilize our parks, which tells me they have been well designed for everyone. Ellensburg is a desirable place to live for many reasons. It has grown, and will continue to grow. What I would like to do is help it grow WELL. This includes making sure our current parks and recreational areas are taken care of, as well as planning for new ones. It would be a privilege to be able to help continue the great work that has been done in our town, and to bring any insight or advice I have to the table. I know the future of our parks and recreational areas is a bright one, and one that I would be honored to be a part of.
Will you be able to attend meetings regularly if appointed?	Yes
If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?	
Boards & Commissions	<i>Field not completed.</i>
Boards & Commissions	<i>Field not completed.</i>

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Sunday, July 25, 2021 3:28 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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Application for Appointment

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions Parks and Recreation Commission

Name of Applicant: Robert Hickey

Address

Mailing Address (If Different) *Field not completed.*

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 21 years

Do you live within the city limits? No

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age? *Field not completed.*

Occupation Status and Background: Professor of Geography at CWU

Organization Affiliations:	In addition to CWU, I tend to work with science-related organizations. These include the American Association for the Advancement of Science and Sigma Xi. I'm also a member of the Kittitas Audubon Society and the Smithsonian.
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Why are you seeking appointment?	In my opinion, it's important for citizens to be involved in the management and upkeep of their hometowns. I spent many years on the county Planning Commission. Then COVID hit. Now I'm considering my next role. I'm a regular user of local parks and recreation opportunities, so the Parks and Rec Commission makes sense.
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More info about me at <http://www.onlinegeographer.com>

Will you be able to attend meetings regularly if appointed?	Yes
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If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions	Library Board
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Boards & Commissions	Environmental Commission
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Laurie Gigstead

From: noreply@civicplus.com
Sent: Tuesday, July 20, 2021 7:58 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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Application for Appointment

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions Parks and Recreation Commission

Name of Applicant: Kathleen Kelleher

Address

Mailing Address (If Different) *Field not completed.*

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 20 years on and off (lived out of state for 10 years working throughout the West)

Do you live within the city limits? No

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age? *Field not completed.*

Occupation Status and Background: Currently I am an Account Executive at Ameresco, a leader in renewable energy development and cleantech integrator. I was fortunate to grow up in Ellensburg, went to school at UW for

Engineering, have my MBA through University of Utah and have pursued a career in water management and conservation. My work has allowed me to live in numerous states, work in every type of industry (mining to municipal) and now I have been able to relocate home to raise my family and give back to the community that gave me so much.

Organization Affiliations:	PEO (Philanthropic Education Organization) - member
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Why are you seeking appointment?	I would like to serve my community and assist in developing the recreation infrastructure. Recreation for our community, especially our youth, is so vital to the health and well-being of our culture. I think I bring a unique perspective because I bring both my own experiences of Ellensburg as a kid and with my two children now, as well as having lived in so many different locations (from LA to Elko, NV) and participated in many adult league activities through public recreation (grass/court volleyball, tennis, running, dog parks, etc). It would be an honor to give back to my Ellensburg community. Thank you for your time.
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Will you be able to attend meetings regularly if appointed?	Yes
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If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions	Utility Advisory Commission
----------------------	-----------------------------

Boards & Commissions	Library Board
----------------------	---------------

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Tuesday, July 20, 2021 4:32 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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Application for Appointment

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

Boards & Commissions Parks and Recreation Commission

Name of Applicant: Brittany Kivi

Address

Mailing Address (If Different) *Field not completed.*

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 14 years

Do you live within the city limits? Yes

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age? No

Occupation Status and Background: Professional Bookkeeper & Office Administrator

Organization Affiliations: None

Why are you seeking appointment?

I think I can bring my organizational, bookkeeping and administrative skills to the parks and recreation board. I also have skills in advertising and am a big outdoors enthusiast. I think it's extremely important that our community have the opportunities to get outdoors and be active with friends, family and pets!

Will you be able to attend meetings regularly if appointed?

Yes

If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions

Environmental Commission

Boards & Commissions

Planning Commission

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Wednesday, July 21, 2021 9:59 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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Application for Appointment

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

Boards & Commissions Parks and Recreation Commission

Name of Applicant: Denise mcmillen

Address

Mailing Address (If Different) *Field not completed.*

City Ellensburg

State Washington

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 20 years

Do you live within the city limits? No

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age? No

Occupation Status and Background: VIN officer, Employed by the Washington state patrol. Graduate college in environmental/forest practices.

Organization Affiliations:	I am a member of several hiking, camping, and backpacking groups.
Why are you seeking appointment?	To become more involved with my community, and provide my skills and knowledge where I can, to give back.
Will you be able to attend meetings regularly if appointed?	Yes
If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?	
Boards & Commissions	Environmental Commission
Boards & Commissions	Civil Service Commission

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Friday, July 23, 2021 10:42 AM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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Application for Appointment

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions Parks and Recreation Commission

Name of Applicant: Albert Miller

Address

Mailing Address (If Different) *Field not completed.*

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 20 years

Do you live within the city limits? Yes

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age? *Field not completed.*

Occupation Status and Background: Senior Lecturer at Central Washington University teaching history and the history of science. This last year I took a year to earn a masters in science in environmental management with a

focus on urban park management at the University of Aberdeen in the U.K. I'll be finishing the degree in August of this year. I've lived in Ellensburg since 2001 where I finished my B.A. and M.A. in history at CWU, followed by doctoral work at the University of Washington. I've been teaching at CWU since 2010. I've also been one of the directors at Central Washington School of Karate in town since 2015.

Organization Affiliations: Central Washington University. Central Washington School of Karate.

Why are you seeking appointment? I've lived in Ellensburg for a long time and have recently decided to shift my career from education to helping inform community decisions, especially regarding urban planning and environmental management. This last year has provided an excellent education in park management in a small city in Scotland, a city that emphasizes green spaces and the numerous benefits they provide. I hope to have the opportunity to share my passion and experience with the community I love. I feel that I would bring a great deal to the appointment, and I appreciate your consideration.

Will you be able to attend meetings regularly if appointed? Yes

If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions Environmental Commission

Boards & Commissions *Field not completed.*

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Tuesday, July 20, 2021 8:46 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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Application for Appointment

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions Parks and Recreation Commission

Name of Applicant: Katie Olson

Address

Mailing Address (If Different) *Field not completed.*

City Ellensburg

State Washington

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 8 years

Do you live within the city limits? No

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age? *Field not completed.*

Occupation Status and Background: I am a graduate of UCLA with a Bachelor's Degree in Art History. I moved to Ellensburg in 2013 after meeting my husband and pursuing a position at the Clymer Museum. I have

been an employee of CWU since 2014. I am currently the Communications Coordinator for CWU's University Advancement Communications Team where I manage the marketing efforts for alumni programming and fundraising campaigns. Prior to this position, I was the Program Manager for CWU Continuing Education, developing community personal enrichment and professional development courses as well managing the Craft Brewing Program until 2019. My husband and I also own and operate two businesses in town, LGA Construction and the First and Last Chance Tavern.

Organization Affiliations:	Former Commissioner for the Landmarks and Design Commission, serving from 2014-2015. Former Secretary, Western Art Association, serving from 2013-2015. Member of the Central Washington Home Builders Association
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Why are you seeking appointment?	I have two small children, ages 3 and 1, and feel I would bring a unique perspective to the commission as a young mother, business owner, employee of CWU, and someone with experience in program development and project management. I have noticed the past few years outdated and broken playground equipment at some of our parks, as well as a lack of entertainment options for the community (i.e. bowling alley, skate rink etc). I would love to be apart of the solution and help the Parks and Recreation Commission upgrade and/or create new parks and recreational facilities and opportunities for our community's youth. I believe we can achieve this through making connections with the community, campaigning and getting other parents involved - there are so many people interested this already that I've connected with via Facebook. I look forward to the opportunity to serve and I thank you for your consideration.
----------------------------------	---

Will you be able to attend meetings regularly if appointed?	Yes
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If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions	<i>Field not completed.</i>
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Boards & Commissions	<i>Field not completed.</i>
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Laurie Gigstead

From: noreply@civicplus.com
Sent: Friday, July 23, 2021 8:08 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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Application for Appointment

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

Boards & Commissions	Parks and Recreation Commission
Name of Applicant:	Jessica Orndorff
Address	
Mailing Address (If Different)	Field not completed.
City	Ellensburg
State	Washington
Zip	98926
Email Address	
Phone Number	
Length of Residence in Ellensburg	1.5 years
Do you live within the city limits?	Yes
If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?	No
Occupation Status and Background:	I am currently staying at home with my young son, but I taught high school English and Social Studies before he was born. I earned my teaching degree at CWU.

Laurie Gigstead

From: noreply@civicplus.com
Sent: Tuesday, July 20, 2021 9:31 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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Application for Appointment

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions Parks and Recreation Commission

Name of Applicant: Lilly Park

Address

Mailing Address (If
Different)

City Kittitas

State WA

Zip 98934

Email Address

Phone Number

Length of Residence in
Ellensburg Kittitas County: 25 + years

Do you live within the city
limits? No

If applying for the Sr.
Citizens' Advisory Board, are
you at least 55 years of
age? *Field not completed.*

Occupation Status and
Background: SW for State of Washington

Organization Affiliations: Ellensburg City Pool For 25 Years. :-)

Why are you seeking appointment?	During the Pandemic I began thinking of ways to improve the Ellensburg City Pool/ Facility. Losing access to the Pool Facility reminded me how important this recreation is to/for the City of Ellensburg!
----------------------------------	--

Will you be able to attend meetings regularly if appointed?	Yes
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If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions	Affordable Housing Commission
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Boards & Commissions	Senior Citizens Advisory Commission
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Laurie Gigstead

From: noreply@civicplus.com
Sent: Thursday, July 22, 2021 12:03 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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Application for Appointment

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions Parks and Recreation Commission

Name of Applicant: Joseph Pearson

Address

Mailing Address (If
Different)

City Ellensburg

State Washington

Zip 98926

Email Address

Phone Number

Length of Residence in
Ellensburg 4.5 years

Do you live within the city
limits? No

If applying for the Sr.
Citizens' Advisory Board, are
you at least 55 years of
age? *Field not completed.*

Occupation Status and
Background: I work full time as an administrator at Central Washington
University. I am the Executive Director of Auxiliary Enterprises
which includes campus Dining and Catering, The Wildcat Shop

and other business entities. I have worked in higher education for over 20 years. I have a BA in Political Science from Boise State and a MPA from Idaho State. I have worked in Idaho, Louisiana, Illinois and now Washington. When i worked in Louisiana I was responsible for Campus Recreation along with other duties.

Organization Affiliations:	I am a member of national organizations affiliated with my profession and am a current national officer as the Chair of the Membership Committee for NACAS (National Association for Campus Auxiliary Services). I have served in other leadership positions in NACAS and other organizations. I served briefly on the board for the Meeting of the Rivers Foundation in Illinois.
----------------------------	--

Why are you seeking appointment?	Our family has decided to make Ellensburg our home. We love it here and we want to do what we can to improve living/playing conditions in our community. We love to use the parks and I am an active user of the Racquet Center as a Racquetball Player. I want to use my leadership, experience, and big picture ideas to help the Parks and Rec Commission in making decisions to benefit our community well into the future. I have 4 children who also love this community and would benefit from any efforts at improvement.
----------------------------------	---

Will you be able to attend meetings regularly if appointed?	Yes
---	-----

If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions	Ellensburg Business Development Authority
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Boards & Commissions	Planning Commission
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Laurie Gigstead

From: noreply@civicplus.com
Sent: Wednesday, July 21, 2021 5:14 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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Application for Appointment

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions	Parks and Recreation Commission
Name of Applicant:	Nikki Pollock
Address	
Mailing Address (If Different)	Field not completed.
City	Ellensburg
State	WA
Zip	98926
Email Address	
Phone Number	
Length of Residence in Ellensburg	17 years
Do you live within the city limits?	Yes
If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?	No
Occupation Status and Background:	Administrative Assistant to the Superintendent, Thorp School District May 2018-Present

Customer Service Representative, Consolidated
Communications
May 2017-May 2018

Administrative Assistant, Anderson Hay December 2010-March
2016

Organization Affiliations: Girl Scouts, Service Unit Manager & Troop Leader, 11 years

Previously -
Mentor for Nerdy Girls robotics team

Mentor for Kittitas County Haywire Robotics Team

Judge for FIRST Robotics

MOPS Coordinator

Why are you seeking appointment? Parks are an essential part of community life. I have utilized city parks as a parent, a troop leader, a volunteer, and an individual. Assessable and maintained park facilities allow community members of all ages, abilities, and walks of life to enjoy the outdoors, assemble with other community members, and recreate safely. Thoughtful, responsible management of our physical and financial resources should build upon our existing facilities while enhancing the opportunities available for all members of the community.

Will you be able to attend meetings regularly if appointed? Yes

If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions Planning Commission

Boards & Commissions Landmarks and Design Commission

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Wednesday, July 21, 2021 12:16 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

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Application for Appointment

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions Parks and Recreation Commission

Name of Applicant: Jeanette Rendina

Address

Mailing Address (If Different) *Field not completed.*

City Ellensburg

State Wa

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 4 years

Do you live within the city limits? Yes

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age? No

Occupation Status and Background: I am a licensed clinical psychologist working for Student Medical and Counseling Center.
I am a mother of one and one on the way.

Organization Affiliations:	American Psychological Association
Why are you seeking appointment?	I want to support our community is seek out all that it has to offer. It is important to me that everyone has access to our parks and rec regardless of disabilities and age.
Will you be able to attend meetings regularly if appointed?	Yes
If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?	
Boards & Commissions	Parks and Recreation Commission
Boards & Commissions	Landmarks and Design Commission

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Saturday, July 24, 2021 3:48 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Application for Appointment

Application for Appointment

For volunteering to serve on a Board or Commission

Boards & Commissions Parks and Recreation Commission

Name of Applicant: Kyle Taylor

Address

Mailing Address (If Different) *Field not completed.*

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residence in Ellensburg 2 years

Do you live within the city limits? Yes

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age? *Field not completed.*

Occupation Status and Background: Former high school science teacher, currently the primary care provider for my two year old son.

Organization Affiliations:	N/A
Why are you seeking appointment?	I'm interested in being involved in planning and facilitation of recreation opportunities for a wide range of ages and demographics. I am a parent and I would like to see more opportunities that support families.
Will you be able to attend meetings regularly if appointed?	Yes
If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?	
Boards & Commissions	Field not completed.
Boards & Commissions	Field not completed.

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Laurie Gigstead

From: noreply@civicplus.com
Sent: Tuesday, July 20, 2021 6:19 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Application for Appointment

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

Boards & Commissions Parks and Recreation Commission

Name of Applicant: Bonnie Vidonne

Address

Mailing Address (If
Different)

City Ellensburg

State Wa

Zip 98926

Email Address

Phone Number

Length of Residence in
Ellensburg 31 years

Do you live within the city
limits? Yes

If applying for the Sr.
Citizens' Advisory Board, are
you at least 55 years of
age? Field not completed.

Occupation Status and
Background: Buyer @ kittitas valley healthcare

Organization Affiliations: Search & rescue

Why are you seeking appointment?	I would like to help make postive changes in the community for our youth. I believe you have to be involved to see change. I think its important that some of the members make up parents who are long time residents. I would like to help bring fresh ideas on how we can make our parks & programs the best they can be for the future of our children.
----------------------------------	--

Will you be able to attend meetings regularly if appointed?	Yes
---	-----

If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions	Parks and Recreation Commission
----------------------	---------------------------------

Boards & Commissions	Parks and Recreation Commission
----------------------	---------------------------------

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



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: August 2, 2021

Item Title/Agenda Subject: National Night Out - Eat with the Heat, Community Celebration.

Submitted by: Ken Wade Police

Recommended Action or Motion: No action required - informational only.

Background/Summary: Thirty-Eight years ago, the first National Night Out Event was held. Twenty-three states and an estimated 2.5 million people attended participated. In 2007, the Ellensburg Police Department held its first National Night Out - Eat with the Heat, Police-Community Event.

Previous Council Action: N/A

Analysis: This year, Ellensburg is one of 118 registered communities in Washington State which will be holding this police-community building event on Tuesday, August 3 at Memorial Park in Ellensburg. Past events have been very well received with crowds estimated at several hundred people. This year we will be joined by several agencies and organizations to include the Kittitas County Sheriff's Office, Kittitas County Fire Rescue, CWU Police, Washington State Patrol, ASPEN, CASA and Utopia. As in past years, the focus of this event is child safety and community appreciation.

For this BBQ, hamburgers and hot dogs with all the fixings will be prepared and provided by members of the Ellensburg Police Department.

I invite you and the community to celebrate this event by coming to Memorial Park on August 3, from 6:00 p.m. - 8 p.m., to Eat with the Heat.

Financial Impact: None

Attachments:



EAT WITH THE HEAT BBQ

Help us celebrate National Night Out with hot dogs and hamburgers

FREE DELICIOUS BBQ

Vendors Include:

KVFR, ASPEN, Kittitas Co. Youth Services, Kittitas Co. Sheriff's Office, Kittcom, CWU PD, WA State Patrol, CASA, & Utopia

There will be goody bags for the kids, as well as optional take home fingerprint/DNA kits that can be completed on children for parents to keep

DATE: August 3, 2021

TIME: 6 p.m. - 8 p.m.

LOCATION: Memorial Park

7th & Poplar

National Night Out Is Brought To You By the Ellensburg Police Department



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: August 2, 2021

Item Title/Agenda Subject: City Council Position 6 Applications and Interviews

Submitted by: Heidi Behrends Cerniwey City Manager Department

Recommended Action or Motion: Conduct interviews of the applicants for consideration of appointment.

Background/Summary: With the resignation of Councilmember Stacey Bankston Engel from Council Position 6, the Ellensburg City Council must appoint a City resident to complete the term which expires on December 31, 2023.

Previous Council Action: Staff advertised the vacancy on the City's website, social media, and in the Daily Record. Notice was also sent to current City Board and Commission members. Qualifications include being a registered voter of the City of Ellensburg and a resident of the City for at least one year prior to the appointment.

Seven (7) applications were received prior to the July 26, 2021, deadline. The applicants have been invited to attend the August 2, 2021 regular City Council meeting for introductions and interviews. Copies of the applications and interview questions are attached. Questions have been provided to applicants in advance.

Applicants for City Council Position 6 are as follows:

- Matthew Anderson
- Kristin Ashley
- Jason Dennis
- Richard Elliott
- Joshua Hackney
- Kasey Ross
- Jeffrey St. John

Analysis: N/A

Financial Impact: N/A

Attachments:

Council Candidate Questions 2021

Matthew Anderson

Kristin Ashley

Jason Dennis

Richard Elliott

Joshua Hackney

Kasey Ross

Jeffrey St. John

1. Please tell us about yourself and why you want to serve on City Council? (2 minutes each)
2. If there was one project or area of emphasis you would like to see the City focus on over the next 4 years, what would it be and why? (1.5 minutes each)
3. What would you propose the City do to increase public engagement in decision-making (such as commenting on plans, projects, priorities, and policy changes)? (1.5 minutes each)
4. What do you think that City's role can be in addressing economic development, affordable housing, and building an inclusive community? You may respond to all three areas, or address the one that is most important to you. (1.5 minutes each)
5. As a Council member, how would you handle a situation in which a segment of the City population was adamant that Council take an action that you believed is not in the best interest of the City? (1.5 minutes)

Application for Appointment to
ELLENSBURG CITY COUNCIL
(Please Type or Print Clearly)

Name of Applicant: Matthew L Anderson

Address: 308 N. Poplar Ellensburg WA 98926

Phone Number: 509-929-4165 Email Address: mandtanderson@yahoo.com

Length of Residence in Ellensburg: 17

Background you bring to this position: attached

Please list any organizations you are affiliated with: attached

Why are you seeking this appointment? attached

Have you filed for a City Council Position for the 2021 election? [] Yes [☒] No

Council meets regularly at 7:00 p.m. the first and third Mondays of each month. In addition, Council may hold any number of special meetings or study sessions at other times as necessary. Will you be able to attend meetings regularly if appointed? [☒] Yes [] No

I understand that to be eligible for appointment to the Ellensburg City Council I must (1) be a registered voter of the City of Ellensburg at the time of filing this application for Council appointment, and (2) be a resident of the City for at least one (1) year preceding the date of appointment.

Signature: Matthew L Anderson Date: 7/21/21

PLEASE ATTACH A CURRENT RESUME OR LIST OF RELATED EXPERIENCE AND RETURN TO: City Manager's Office, 501 North Anderson Street, Ellensburg, WA 98926, or email to gigsteadl@ci.ellensburg.wa.us. Applications must be submitted prior to 5:00 p.m., Monday, July 26, 2021.

Name of Applicant - Matthew L. Anderson
Address - 308 N Poplar - Ellensburg, WA 98926
Phone - 509-929-4165
EMAIL: mandtanderson@yahoo.com
Length of residence in Ellensburg - 17 Years

Background you bring to this position :

I currently serve on the Ellensburg Lodging Tax Advisory Committee and previously on the Kittitas County Planning Commission. Prior to my current position I was the Program Director for the Kittitas County Fairgrounds, Facilities Director for Kittitas County and worked in the Human Resource department for Kittitas County.

While working within the county government structure, I was a member of the Kittitas County Policy Committee, Security Committee and served as the Chief Examiner for the Kittitas County Civil Service Commission.

Currently I am the General Manager of the Holiday Inn Express.

With the combination of both private and public work experience I bring both an understanding of working and succeeding within a bureaucracy, as well as an understanding of what it is to be a successful business in Ellensburg.

Please list organizations you are affiliated with.

Ellensburg Lodging Tax Advisory Committee
Kittitas County Chamber Tourism Committee
Washington State Lodging Association

Why are you seeking this appointment

I have been a proud member of the Ellensburg community for over 15 years, and with your appointment, I would be honored to serve on the City Council.

A portion of Ellensburg's Comprehensive plan calls to: "Embrace tourism as an economic development tool." My current position as a hotel manager has provided a front row seat to the growth of tourism in our city. It also provided a bleak picture when the pandemic shook the whole tourism and leisure industry within our County.

When I ran for this very seat in 2018 I believed that Ellensburg was poised to take advantage of the growth within the tourism and recreation industry. My goals then were to leverage a strong city marketing campaign that would support our existing businesses and create opportunities

that would also benefit city residents. As we come out of lockdowns and closures, now more than ever we must use every tool to our advantage to lift the City up. As restaurants closed, and events were canceled, we saw first hand the economic toll it took. I hope to reboot prior efforts that will continue to encourage downtown renewal and promote Ellensburg as a tourist, retail, cultural and event destination. Let's look at our current recreation and event-centric facilities, and ensure they benefit, not just the tourists that come use them, but our residents as well.

As a father, I am passionate about our city's park and recreational opportunities for individuals and families. As a family man and homeowner, I've felt the crunch of a competitive housing market and seek to make housing affordable for all that share that dream. As a business leader I seek to ensure that not only is Ellensburg an attractive location for new business, but that the city is also doing what it can to promote and expand our existing business.

Ellensburg isn't just where I live and work, but it is my home. My two children are going to grow up here, and I want them to grow up in a safe and thriving city that they will call home too. In the future, if our boys want to stay here to pursue careers, I hope that they feel like they will be able to find opportunities here, and that they won't feel like they have to leave the area to find better ones. I have a responsibility to our boys to do my part in creating those opportunities for them.

Matthew L. Anderson
308 N Poplar – Ellensburg, WA 98926
509-929-4165

RELEVANT JOB SKILLS

FACILITIES MANAGEMENT & PROGRAMING

- Experience in managing all operational aspects of hotels, fairgrounds, & county facilities. Operations included, but were not limited to revenue management, budgeting, sales, capital planning, and employee management
- Promoted from Program Director to Facilities Director at the Kittitas Valley Event Center.
- Managed multiple million dollar budgets, which included a variety revenue streams.
- Maintained both an accounts receivable ledger and accounts payable
- Responsible for a variety of contract management including but not limited to: purchasing, entertainment, professional services, as well as group and individual contracts with the Kittitas Valley Event Center.
- Providing risk management for the Kittitas Valley Event Center and Kittitas County Fair programs, employees
- Created group contracts, sales contracts, and other business related documents with hotel clientele
- Assisted in the coordination of hotel events including but not limited to event planning, setup, billing, and follow up

SUPERVISION, CUSTOMER SERVICE, & COLLABORATION

- Provide customer service to hotel clients, Kittitas County Fair patrons, and to all user groups and individuals of the Kittitas Valley Event Center. Resolve any guest relation issues, conflicts, or other service related issues
- Manage workflow and supervision for multiple employee groups that includes supervisors, support staff, seasonal and temporary employees, interns, and a variety of volunteers.
- Responsible for staff recruitment, interviewing, orientations, schedules, evaluations, discipline, and dismissals

MARKETING, DEVELOPMENT, & EXTERNAL RELATIONS

- Currently serving as Vice-Chairman for the Ellensburg Lodging Tax Committee. Previous Committee/Commissions include the Kittitas County Planning Commission and Kittitas County Civil Service Commission. Liaison between the Kittitas County Fair Board, Ellensburg Rodeo Board and Kittitas Board of County Commissioners.
- Implemented marketing programs for a variety of national branded hotels. Acted as a liaison between County and local business and guests by routinely meeting with existing clients, and actively soliciting new businesses.
- Collaborate with a variety of board and departments to implement measures included in the Kittitas County Fairgrounds Complex Master Plan and Kittitas County Capital Facilities Plan

ASSESSMENT AND POLICY

- Provided information and interpretation of county policy and procedure to department heads and elected officials, as well as the general employee base

WORK HISTORY

All Pro, 2014-Present
General Manager - Holiday Inn Express - Ellensburg, WA

Kittitas County, 2008-2014
Facilities Director – Kittitas County – Ellensburg, WA

The Summit Group, 2007 – 2008
General Manager – Comfort Inn – Ellensburg, WA

All Pro, 2006 – 2007
Assistant Manager – Holiday Inn Express and Ellensburg Inn – Ellensburg, WA

Kittitas County, 2001-2006
Human Resource Representative – Kittitas County Courthouse - Ellensburg, WA

Sterling Hospitality, 1996-2001
General Manager – Holiday Inn Express – Wenatchee, WA

RELEVANT EDUCATION/TRAINING

Eastern Washington University
B.A. Recreation Management – 1991-1994

Laurie Gigstead

From: noreply@civicplus.com
Sent: Monday, July 12, 2021 12:37 AM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment to City Council

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Application for Appointment to City Council

Application for Appointment to Ellensburg City Council

Name of Applicant:	Kristin Ashley
Address:	210 S Pearl St Unit 1
City:	Ellensburg
State:	WA
Zip:	98926
Phone Number:	7609575051
Email Address:	kristin.ashley26@gmail.com
Length of Residence in Ellensburg:	I was raised here and have been back for 8 years
Background you bring to this position:	Volunteered for wine and art events, community service, campaigning for County Commissioner and understanding different perspectives, enhanced agricultural product education, recreation and tourism understanding and education
Please list any organizations you are affiliated with:	East Cascades Recreation Partnership, Mercer Creek Church to help with grief listening and provide comfort, Washington Trails Association, Republican Party of Kittitas County
Why are you seeking this appointment?	I want to serve my community and I believe I would be skilled in this field
Have you filed for a City Council position for the 2021 election?	No

Will you be able to attend
meetings regularly if
appointed? Yes

Please attach a current
resume or list of related
experience. [Kristin Ashley.jpg](#)

I understand that to be eligible for appointment to the Ellensburg City Council I must
(1) be a registered voter of the City of Ellensburg at the time of filing this application
for Council appointment, and (2) be a resident of the City for at least (1) year
preceding the date of appointment.

Electronic Signature Kristin Ashley

Date 7/12/2021

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

Kristin Ashley

210 S Pearl St Unit 1

Ellensburg, WA 98926

(760)957-5051

Kristin.ashley26@gmail.com

Administrative Management

EDUCATION

Bachelor of Science in Recreation, Tourism and Events

June 2017

Specialty: **Tourism Management**

Bachelor of Science in Global Wine Studies

Minor: **Sustainable Tourism**

Central Washington University, Ellensburg, WA

GPA: 3.985 Summa Cum Laude

Leadership/Activities

- Event Coordinator and Management of Interns at Wild Horse Wind Facility 2018
- Recipient of Student Veteran Academic Excellence Award 2017
- Nominated for James and Katie Gaudino SOURCE Award for scholarly work 2017
- President of Sensory Analysis Club for Central Washington University 2016

PROFESSIONAL SKILLS/CERTIFICATIONS

Computer: PowerPoint, Excel, Word, Adobe, and some GIS experience, Proficient in Windows and Mac

Certifications: Whitewater Rescue Technician, CPR and First Aid, EMT-B (expired)

RELATED EXPERIENCE

Event Coordinator, Wild Horse Wind and Solar Facility, Ellensburg, WA Current

- Manage Interns and Delegate tasks while designing and developing community-oriented events
- Engage and educate guests at wind facility about habitat restoration, wind facility development, and energy

River Guide, Rill Adventures, Thorpe, WA Current

- Motivate and instruct diverse groups of people to use teamwork to safely navigate Yakima River
- Demonstrate leadership and encourage collaboration through adverse circumstances for positive results

Agritourism Research Intern, Kittitas County Chamber of Commerce, Ellensburg, WA 2017

- Collaboration with community members and county representatives for policy development discussion
- Participate in public and private meetings to interpret possibilities for agritourism development in Kittitas
- Identify and contacted various stakeholders to discuss participation in county policy development

Intern, Central Washington University Global Wine Studies Program, Ellensburg, WA 2016

- Organize and implement international experience for Global Wine Studies study abroad group in Italy
- Develop and present detailed itinerary to meet degree requirements throughout multiple meetings

Volunteer, Washington Department of Fish and Wildlife 1998-2010

- Locate fall Chinook carcasses along the Columbia river and collected scale samples and measurements
- Detailed documentation of data collected from hatchery fish identified by removal of adipose fin

ADDITIONAL EXPERIENCE

Marketing Intern, Yakima Valley Tourism, Yakima, WA 2017

- Design comprehensive visitor itinerary showcasing experiences exclusive to Yakima Valley

Medic, United States Army, Multiple Locations 2004-2009

- Lead combat life-saving skills training for soldiers from different backgrounds and with different expertise

Laurie Gigstead

From: noreply@civicplus.com
Sent: Wednesday, July 14, 2021 5:36 AM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment to City Council

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Application for Appointment to City Council

Application for Appointment to Ellensburg City Council

Name of Applicant:	Jason Dennis
Address:	703 n NANUM ST
City:	Ellensburg
State:	Wa
Zip:	98926
Phone Number:	5098995096
Email Address:	Scenicphotog@gmail.com
Length of Residence in Ellensburg:	4
Background you bring to this position:	This position I am very interested in. My background includes going to small town school of Kittitas. Attending CWU, going off to the big city and coming back for some small hometown feel. We all know times are moving far faster than before. Folks have said that for decades. This is my time to help out a friend, called Ellensburg, WA. I also have experience with rentals and commercial properties. Long history in that field.
Please list any organizations you are affiliated with:	I would like to branch out to more. Currently just alumni of CWU.
Why are you seeking this appointment?	Really good question. I am seeking a helpful hand to the future of Ellensburg. Really making wise decisions to promote the best Ellensburg has to offer.

Have you filed for a City Council position for the 2021 election?

No

Will you be able to attend meetings regularly if appointed?

Yes

Please attach a current resume or list of related experience.

[inbound3843439417011262705.docx](#)

I understand that to be eligible for appointment to the Ellensburg City Council I must (1) be a registered voter of the City of Ellensburg at the time of filing this application for Council appointment, and (2) be a resident of the City for at least (1) year preceding the date of appointment.

Electronic Signature

Jason Dennis

Date

7/14/2021

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Jason R. Dennis

703 N. Nanum St, Ellensburg, WA 98926 · 509-899-5096

scenicphotog@gmail.com

August 2020 - Present

Arbor Care Pest and Tree Care LLC

Ellensburg, WA

Commercial Applicator

- Pest and lawn care applicator for a variety of pests and accounts. Dependable, accurate applicator, follows directions and proper procedures.
- Actively services commercial, private properties with spray rigs, manual pest solutions and helps out with tree stump grinding and tree work.
- Customer service is number 1, with excellence, as a visionary for maximum goal of output and proper application for customers.
- Calling and coordinating with customers, setting up appointments, keeps logs on digital application for record-keeping. Uses Microsoft word, excel for documentation.

November 2018- July 2020

Woodland Resource Services

Ellensburg, WA

Commercial Applicator

- Operations management, for a large commercial herbicide application company. Perform shop duties, project builds, servicing of fleet trucks.
- Perform duties for roadside right of way applications, field spray, mowing, snow removal, anti-icing.
- Assist with construction of site projects, custom fabrication of materials to accomplish desired outcome. Operate skid steer, fleet trucks, snow plow, quads, tractors in safe manor.

April 2017- October 2018

Washington State Parks

Vantage, WA

Senior Park Aide, Ginkgo/Wanapum

- Park Aid with the State Parks. Assisted the public with transactions, finding park features.
- Assist park with Maintenance, repairs, remodels, Electrical, Plumbing, HVAC, general equipment operation and maintenance.
- Servicing John Deere and other brands of heavy equipment. Regularly inspect park conditions and perform proper service. Performing janitorial duties to public restrooms and showers.
- Collect and report chlorinate samples, maintain logs for equipment, paying attention to detail as required.

December 2014- July 2016

Marathon Properties

Seattle, WA

Property Manager/Supervisor Maintenance

- Maintain large multi-family apartment complex(s), townhouses, houses, and manage businesses buildings. Ensure annual fire inspections are performed. Schedule vendors for third party assistance
- Maintenance supervisor of 3 man crew, schedule, perform and maintain 350 total units.
- Allocate daily activities via importance level, maintain many sites "curb appeal."
- Apartment/town-homes vacancy turns, carpet cleaning, touch up paint ect.

Jason R. Dennis

703 N. Nanum St, Ellensburg, WA 98926 · 509-899-5096

scenicphotog@gmail.com

Additional Work Experience

- **Maplewood Apartments** August 2014 – July 2016. Resident Manager
Maintain large multi-family apartment complex including: performing daily/weekly/monthly activities, tenant relations, money management, bank deposits, posting notices, understand and follow Fair Housing Laws.
- **Innsbruck Apartments** June 2010 – April 2013. Resident Manager
Operate on-site Resident Management, maintenance for a 30 unit complex. Performed tasks including: 3 day notices, 10 day notices, leases, evictions, grounds keeping, installing security systems. Rent Roll, petty cash. Building maintenance including remodels, roof repair, electrical work, plumbing repairs.
- **Swiftwater Cellars** July 2016-November 2016. Maintenance Supervisor
Managed and maintained a large restaurant, event center, boutique, grounds. Performed general cleaning and scheduled repairs. HVAC minor repairs
Assisted winemaker with tasks, traveled for supplies
Created daily action plans

Education and Training

- **B.A. in Industrial Engineering.** Central Washington University, *2010.*
Business Administration Management Minor
- **Washington State Real Estate Broker** *2016.*
- **Washington Commercial Pesticide Applicators License,** *2018.*

Experience. Implementing Lean concepts in Manufacturing, Six-Sigma, Safety and Health Mgmt., AutoCAD, Project Management, Leadership, Business Communications, Manufacturing techniques, Computer Science, Production Technology, Project Cost Analysis, and Quality Control.

- **Certifications.** OSHA 10, First Aid, CPR, Blood Borne Pathogens, Community Protection Training

Laurie Gigstead

From: noreply@civicplus.com
Sent: Monday, July 19, 2021 8:15 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment to City Council

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Application for Appointment to City Council

Application for Appointment to Ellensburg City Council

Name of Applicant:	Richard Edward Elliott
Address:	1215 E Seattle Ave
City:	Ellensburg
State:	WA
Zip:	98926
Phone Number:	15092016280
Email Address:	elliotttr@kvfr.org
Length of Residence in Ellensburg:	17 years (city) 25 in lower county
Background you bring to this position:	34 years as a public servant (fire/EMS/emergency management). I served for over 6 years on council during which time I came to understand and appreciate further our staff and council. I have worked for the City of Ellensburg, both directly and indirectly for the last 25 years. I understand the revenue stream and have worked directly with CWU on projects as both an elected official and as local government. I have served on numerous boards and commissions in addition to the current ones listed below.
Please list any organizations you are affiliated with:	CASA Board Member, Behavioral Health Advisory Board, Kittitas County EMS Trauma Council, Hopesource Board, Kittitas County Health Network Chair
Why are you seeking this appointment?	I left the council at a time when the options for City Manager candidates were uncertain and the then current City Manager, John Akers, indicated he may retire soon and laws prevented

my consideration if there was not a gap between council and application. Since leaving council, I have maintained communication with staff and council members. In retrospect, I would have not left council if I knew we would end up where we are, with a very positive leadership outlook. I look to continue listening to the community, staff, and council members before making up my mind with the caveat that long term success is my goal. I believe that when people refer to the city, they most often mean staff and I want to continue to support our excellent staff in a way that continues our community's success.

Have you filed for a City Council position for the 2021 election?

No

Will you be able to attend meetings regularly if appointed?

Yes

Please attach a current resume or list of related experience.

[Richard Elliott Resume.doc](#)

I understand that to be eligible for appointment to the Ellensburg City Council I must (1) be a registered voter of the City of Ellensburg at the time of filing this application for Council appointment, and (2) be a resident of the City for at least (1) year preceding the date of appointment.

Electronic Signature

Rich Elliott

Date

7/19/2021

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

Richard Elliott
1215 E Seattle Ave Ellensburg, WA 98926
(509) 201-6280
E-mail - elliotttr@kvfr.org

Work History –

City of Bellevue Fire Department - Fire Fighter *1987 - 1988*

Duties: Emergency response, maintenance, training, and public education.

City of SeaTac Fire Department – Fire Fighter thru Shift Commander *1986 – 1996*

Duties: Emergency response command and control, personnel management, budgeting, apparatus and equipment purchasing.

Projects: Major station re-model, apparatus purchasing, consolidated purchasing agreements.

US Navy – USMC 4th Landing Support Battalion (Ft Lewis) *1996 – 2004*

Duties: Navy corpsman responsible for Battalion health and emergency medical services.

Ellensburg Fire / Kittitas Valley Fire – Captain thru Fire Chief *1996 – Present*

Duties: Training, emergency response, budgeting, administration, incident command and control.

Projects: Department re-organization, officer development, consolidation, prevention, training, emergency management and EMS division administration.

Education –

Associate Degree Fire Command Administration - Bellevue Community College *1989*

Management, supervision, leadership, incident management and risk assessment.

Bachelor of Arts Political Science – University of Washington *1996*

Local governance and politics of labor.

Master of Science Organizational Development – Central Washington University *2002*

Organizational analysis, statistical and logic process control, and team-building focused on emergency service organizations.

Committees/Boards –

- CASA – Board Member
- Behavioral Health Board member
- International Association of Fire Chiefs – Wildland Fire Policy Committee Chair

References –

1. Cheryl Burrows – Kittitas County Emergency Medical Services - Director
617 Power St. Cle Elum, WA 98022 (509) 929-3247
2. Brett Wachsmith – Kittitas County Commissioner
205 W 5th Ave, Ellensburg, WA 98926 (509) 899-4299
3. John Sinclair – Fire Chief – Kittitas Valley Fire and Rescue
400 E Mountainview Ave, Ellensburg, WA 98926 (509) 933-7235

Application for Appointment to
ELLENSBURG CITY COUNCIL
(Please Type or Print Clearly)

Name of Applicant: Joshua Hackney

Address: 800 E Juniper Ave Apt 2

Phone Number: 541-217-8030 **Email Address:** jhackney2789@gmail.com

Length of Residence in Ellensburg: 8 years

Background you bring to this position: _____

What I bring to the table is strong passion for our Ellensburg Community. I have served on our local Transportation Committee as well as a strong advocate for individuals with disabilities in our community. While I advocate for individuals with disabilities I will bring my knowledge of advocacy to our community as a whole.

Please list any organizations you are affiliated with: _____

Central Washington Disability Resources

Why are you seeking this appointment? _____

I have been apart of the Ellensburg community for 8 years now and I have been an advocate in our omunity and a passionate about continuing that effort while I work with and advocate for individuals with disabilities. I

I sit on several state and local committees and want to bring my knowledge to a great community that I love.

Have you filed for a City Council Position for the 2021 election? [] Yes [☒] **No**

Council meets regularly at 7:00 p.m. the first and third Mondays of each month. In addition, Council may hold any number of special meetings or study sessions at other times as necessary. Will you be able to attend meetings regularly if appointed? ☒ Yes [] No

I understand that to be eligible for appointment to the Ellensburg City Council I must (1) be a registered voter of the City of Ellensburg at the time of filing this application for Council appointment, and (2) be a resident of the City for at least one (1) year preceding the date of appointment.

Signature: Joshua Hackney **Date:** 07/15/2021

PLEASE ATTACH A CURRENT RESUME OR LIST OF RELATED EXPERIENCE AND RETURN TO: City Manager's Office, 501 North Anderson Street, Ellensburg, WA 98926, or email to gigsteadl@ci.ellensburg.wa.us. Applications must be submitted prior to 5:00 p.m., Monday, July 26, 2021.

Background you bring to this position:

What I bring to the table is strong passion for our Ellensburg Community. I have served on our local Transportation committee as well am a strong advocate for individuals with disabilities in our community. While I advocate for individuals with disabilities I will bring my knowledge of advocacy to our community as a whole.

Please list any organizations you are affiliated with:

Central Washington Disability Resources

Why are you seeking this appointment?

I have been a part of the Ellensburg community for 8 years now and I have been an advocate in our community and passionate about continuing that effort while I work with and advocate for individuals with disabilities. I sit on several state and local committees and want to bring my knowledge to a great community that I love.

Joshua Hackney

Ellensburg, WA 98926 | jhackney2789@gmail.com | (541) 217-8130

To obtain the position for the Vocational Rehabilitation Counselor Intern.

Education

Bachelor of Science in Recreation & Tourism

September 2012 to June 2016

Central Washington University - Ellensburg, WA

Skills

Public Speaking, Word, Excel, Outlook, PowerPoint, Program Development, email

Work Experience

Youth Transition Coordinator

August 2016 to Present

Central Washington Disability Resources - Ellensburg, WA

- Duties include developing and implementing programs and activities for youth with disabilities age 14-24, fostering a sense of community and inclusion
- Provide 1 on 1 counseling to youth as they transition into a path of independence
- Oversee all social media and advertising for programs and activities
- Collaborate with other agencies throughout the state to enhance all available resources to aid in supporting youth with disabilities that come from diverse backgrounds
- Provide outreach to all counties within our jurisdiction to promote agency services
- Meet competing deadlines for workshops, monthly and annual reporting and scheduling to produce products that are accurate and high quality
- Advocate for students utilizing disability laws to ensure equity in education and compliance on the part of the school districts
- Determine if disabilities played a role in conduct issues and collaborate with the appropriate agencies

Health & Wellness Intern

June 2016 to August 2016

Central Washington Disability Resources - Ellensburg, WA

- Created health & wellness activities for people with disabilities to strengthen social skills and promote health
- Created classes that help those with disabilities work on soft skills

Adaptive Recreation Coordinator/Intern

June 2015 to August 2015

Athletes for Kids - Sammamish, WA

- Developed recreational activities for youth with disabilities and their mentors
- Oversaw all program activities in coordination with the executive director
- Participated in interviews to match mentors with mentees

Practicum Student CWU Intramural Sports

October 2014- May 2015

Central Washington University - Ellensburg, WA

- Created adaptive & inclusive recreation activities for students with and without disabilities at Central Washington University

Camp Counselor

June 2014 - August 2014

Camp C-WOO Central Washington University - Ellensburg, WA

- Developed sports and arts and craft activities for youth ages 5-11
- Supervised youth field trips

Recreation Staff Member

September 2009 - June 2012

Southwestern Oregon Community College

- Supervised patrons utilizing the rock wall
- Handled cashiering and member registration
- Maintained cleanliness and safety of gym equipment

Camp Counselor

June 2009 - September 2009

Police Activities League - Portland, OR

- Incorporated recreational activities for at risk
- Educated youth about gang resistance

Awards

Outstanding Volunteer Service

June 2016

Groups

ABLE President

November 2013 - June 2015

Accessibility, Belongingness, Learning and Equality (ABLE)

- Led organizational meetings
- Created, implemented and evaluated programs for students with disabilities
- Promoted special events
- Advocated for the needs of students with disabilities on CWU campus

Youth Transition Committee

September 2016 to Present

- Informed and advocated for youth within Kittitas county
- Coordinated with schools and community agencies on transition related topics for all youth with disabilities to provide a successful transition from high school to employment, higher education or trade schools

SILC Youth Committee

May 2018 to Present

- Advocate for change regarding employment, education and healthcare for young people with disabilities throughout Washington State

SPIL Committee

October 2018 to Present

- Assist in developing a 3-year state independent living plan that provides any and all resources for people with disabilities in the state of Washington.

Laurie Gigstead

From: noreply@civicplus.com
Sent: Saturday, July 10, 2021 9:41 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment to City Council

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Application for Appointment to City Council

Application for Appointment to Ellensburg City Council

Name of Applicant:	Kasey Ross
Address:	1601 N walnut St apt 18
City:	Ellensburg
State:	Washington
Zip:	98926
Phone Number:	2065018953
Email Address:	kaswaro@yahoo.com
Length of Residence in Ellensburg:	3 years
Background you bring to this position:	College student, younger demographic, low wage earner, former union representative
Please list any organizations you are affiliated with:	CWU
Why are you seeking this appointment?	I feel like the younger demographic is under-represented in the city council. There are many future facing opportunities that deserve to have a representative from the demographic that would face said opportunities head-on. Likewise, I have vast experience with minimum wage labor, which is one of the regions main labor pools besides agriculture. I feel like I would serve a niche left unfulfilled within the Ellensburg city council, at least until my position could be filled by vote of another official.

Have you filed for a City Council position for the 2021 election? No

Will you be able to attend meetings regularly if appointed? Yes

Please attach a current resume or list of related experience. [Resume.pdf](#)

I understand that to be eligible for appointment to the Ellensburg City Council I must (1) be a registered voter of the City of Ellensburg at the time of filing this application for Council appointment, and (2) be a resident of the City for at least (1) year preceding the date of appointment.

Electronic Signature Kasey Ross

Date 7/10/2021

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

Kasey Ross

1501 N alder st
Apt G6
Ellensburg, Wa 98926
(206) 501-8953
Kaswaro@yahoo.com

EXPERIENCE

Bartell Drugs, White center — Cashier/clerk

July 2016 - Feb 2018

Cashiering, stocking, cleaning store and taking out garbage.

Taco Time, North Bend/Issaquah —Cashier

July 2013 - Feb 2015

Cashiering, cleaning front end of restaurant and bathrooms.

Amazon, Kent — Picker

July 2015 - Aug 2015

Picking items off of the shelf and placing them in respective boxes.

EDUCATION

Bellevue College, Bellevue— No Degree

Aug 2014 - Jul 2015

Took many pre- requisite classes, from philosophy to the arts. I was part time from Aug 2014, until I decided to fully commit in Feb 2015.

Transferred to CWU in August of 2015.

Central WA University, Ellensburg — Poli Sci (in progress)

Aug 2015 - June 2016

Apr 2019 - Current

I was finishing out my pre-requisite classes, when a medical emergency took me out of class. After working at Bartells and saving money, I voluntarily left to further my education.

Currently pursuing Political Science degree.

SKILLS

-Proficient in Cashiering and various cashiering systems

-Proficient in Maintenance and Cleaning

-knowledge of how to ask for assistance when unable to ascertain a solution

AWARDS

-Employee of the month

LANGUAGES

English

REFERENCES

Katlyn Bender
Frm. Manager Bartell Drugs
253-625-0531

Laurie Gigstead

From: noreply@civicplus.com
Sent: Thursday, July 15, 2021 8:20 PM
To: Laurie Gigstead
Subject: [Ext] Online Form Submittal: Application for Appointment to City Council

CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Application for Appointment to City Council

Application for Appointment to Ellensburg City Council

Name of Applicant:	JEFFREY DOUGLAS ST JOHN
Address:	511 W. BRIDGEWOOD LN.
City:	ELLENSBURG
State:	WASHINGTON
Zip:	98926
Phone Number:	509-859-2041
Email Address:	stjohn1242@fairpoint.net
Length of Residence in Ellensburg:	28 YEARS
Background you bring to this position:	31 YEARS OF MILITARY SERVICE (ARMY & NAVY) - RESPONSIBLE FOR OPERATIONAL PLANS & BUDGETS 25 YEARS OF LAW ENFORCEMENT EXPERIENCE WITHIN KITTITAS COUNTY SERVED ON THE KITTITAS COUNTY CIVIL SERVICE COMMISSION & VETERANS ADVISORY BOARD
Please list any organizations you are affiliated with:	NONE AT THIS TIME
Why are you seeking this appointment?	I HAVE LIVED AND BEEN PART OF THIS COMMUNITY FOR 28 YEARS. MY CHILDREN AND GRANDCHILDREN ALSO LIVE HERE SO I HAVE A VESTED INTEREST IN THE DECISIONS MADE BY THE CITY COUNCIL. I AM AT THE POINT IN MY LIFE THAT I HAVE THE TIME TO DEVOTE TO THE COUNCIL AND MAKE INFORMED DECISIONS TO HELP OUR COMMUNITY THRIVE.

Have you filed for a City Council position for the 2021 election?

No

Will you be able to attend meetings regularly if appointed?

Yes

Please attach a current resume or list of related experience.

[resume.docx](#)

I understand that to be eligible for appointment to the Ellensburg City Council I must (1) be a registered voter of the City of Ellensburg at the time of filing this application for Council appointment, and (2) be a resident of the City for at least (1) year preceding the date of appointment.

Electronic Signature

JEFFREY DOUGLAS STJOHN

Date

7/15/2021

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

Jeffrey D. St. John

Career profile

Over 29 years of experience in police and security operations of organizations throughout the U.S. and abroad. Expert in cross-functional team building, leadership & multi-cultural communications. Focused on quality & performance improvement. Has traveled, lived and/or worked in 10 countries worldwide.

Professional Experience

Police Service 1995-Present

Reserve Police Officer (City of Kittitas): 1995-1996.
Correctional Officer (Kittitas County Sheriff's Office): 1996-2000
Patrol deputy (Kittitas County Sheriff's Office): 2000 - 2001
Police Officer (Central WA. University Police): 2001 – Present

Duties include or have included the following: Criminal investigations, Training Officer (for new hires), Crisis negotiator, Evidence technician, Special Response Team member, & Sergeant,

United States Army -Active & Reserves 1990-2005

Duties include or have included the following: General military training (weapons systems, physical fitness, first aid) of subordinates. Practical records management experience, performance-based counseling & development of training plans to increase productivity

United States Navy - Active &Reserves 2005-Present

Duties include budgeting, training & the general welfare of members to lead them to deploy in support of worldwide missions to combat & prevent terrorism, protect US secrets & reduce crime.

Training Courses

United States Army & Navy

Army Basic Training -1990	Civil Affairs course (Army) - 1997
Ammunition course - 1991	Military Police course - 2003
EOD Tech course - 1991	Counter Surveillance course- 2009
LDO/CWO course- 2011	Anti-Terrorism course II- 2016
Maritime Civil Affairs course (Navy) – 2013	
Joint Humanitarian Operations Course (JHOC) – 2013	
Force Protection Officers Course (Shore) – 2014	
Procurement Resource Officer course – 2016	

**Leadership
courses**

Primary Leadership Academy -1993
Non-Commissioned Officers academy -2003
Leading Petty Officer academy - 2005
Chief Petty Officers Academy -2008
Senior Officer Leadership Academy -2012

**Police
Certifications**

Res. Police Officer Academy- 1995	Corrections Academy- 1996
Basic Police Officer Academy- 2000	R.A.D Instructor- 2002
FBI Crisis Negotiator- 2002	Marijuana Leaf I.D. tech- 2003
Instructor Development- 2003	Police Training Officer- 2004
Evidence Tech. Course- 2006	Interview School (REID)- 2007
Swat Basic- 2008	DOT (EMT Course)- 2010

Civilian education

Bachelor of Science (Multidisciplinary Studies) - 2013
Grantham University

Awards received

Purple Heart Medal	Navy Commendation Medal (3)
Army Commendation Medal (2)	Navy Achievement Medal
Explosive Ordnance Disposal Badge	Army Achievement Medal
Parachutist Badge	Army Good Conduct Medal
Drivers Badge -Safety Award	R/C Achievement Medal (2)
Humanitarian Service Medal	
Joint Meritorious Unit Commendation (Multi-Service Award)	
Army Meritorious Unit Commendation	
Navy Meritorious Unit Commendation (2)	
Sailor of the Year 2007 (NOSC Everett)	
Nominated 2 nd best police officer in Kittitas County (2011 & 2012) in the annual "Best of the Best" Ellensburg Daily Record News poll.	

Professional References

Kiley Conaway	WSP Lieutenant Assistant District Commander Yakima, WA 98901 509-201-0145
Charles Pringle	Professor Industrial Technology and Mechanical Engineering Central Washington University 509-306-9309
Scott Martin	WSP Evidence technician WSP Yakima District Yakima, WA 98901 509-859-3535



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: August 2, 2021

Item Title/Agenda Subject: Resolution to Revise Pay Plan

Submitted by: Cindy Smith Human Resources

Recommended Action or Motion: Approve the proposed resolution amending the current pay plan for non-represented employees by changing the pay range for the Human Resources Director.

Background/Summary: In response to the posting for hiring a replacement for the Human Resources Director position, the City received a limited number of applications from qualified applicants. There were only nine (9) applications received, of which four (4) were invited to interview. Of the four (4) interviewed, two (2) of the candidates withdrew after the City made conditional offers and the third candidate withdrew part way through the interview process. The fourth candidate didn't have enough experience. Two (2) of the candidates stated the compensation package was too low. The City Manager directed staff to conduct a Human Resources Director compensation survey based on population, cities with electric utilities and cities with comparable budget, along with local positions.

Previous Council Action: On December 7, 2020, Council adopted Resolution 2020-36 to establish the 2021 Pay Plan for non-represented employees. On May 3, 2021, Council approved Pay Plan Resolution Amendment No. 2021-11 effective July 1, 2021 for city service not covered by a union contract.

Analysis: During the compensation survey conducted and review of internal equity, job skillsets, and the external market survey on the Human Resources Director's position, it was determined that the position overall was sixteen (16) percent below market. Data used to derive the proposed range was obtained from comparable city HR Director/Managers and a review of comparable positions in similar organizations locally and regionally as well as reviewing internal position for internal equity. The market survey analysis of comparable jurisdictions

having a similar position along with internal Directors most of the position's duties do not include responsibility for workplace safety.

The current salary range for the Human Resources Director position is \$7,445- \$9,927 (\$89,340 -\$119,124).

The current salary range for the Community Director position is \$7,703 - \$10,270 (\$92,436 -\$123,240).

Based on the market survey analysis of comparable jurisdictions having similar positions, budgets and/or population along with local compensations and internal equity, the data supports a pay range for the Human Resources Director position as equal to the Community Development Director position.

Financial Impact:

The approximate annual cost of the salary range adjustment is \$5,371, including the impact to employee benefit and payroll tax expenditures. These costs are allocated between the funds of the City by number of personnel (FTE) as described in the City's Cost Allocation policies. Currently, 67.89% of the costs are retained in the General Fund and the balance is allocated between the City's multiple utility and public transit funds.

Attachments:

[Resolution Amending 2021 Pay Plan](#)

RESOLUTION NO. 2021-

A RESOLUTION amending the current pay plan for Fiscal Year 2021 for the Human Resources Director position in the City service not covered by a valid union contract.

WHEREAS, the City Manager has prepared and submitted to the City Council of the City of Ellensburg a standard schedule of pay; and

WHEREAS, the City Council of said City desires to adopt such amended pay plan;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Resolution No. 2021-11 is hereby amended by revising the Human Resources Director pay range as follows. That the amended Pay Plan Schedule be hereby adopted as hereinafter set forth, and provided that the said plan be effective August 2, 2021.

Section 2. Effective August 2, 2021, the pay range assignment for each non-union class title shall be as follows:

<u>CLASS TITLES</u> <u>BY DEPARTMENT</u>	<u>PAY</u> <u>RANGE</u>
<u>CITY MANAGER</u>	
City Manager	10,827- 14,436
Public Information Officer	5,966- 7,955
Executive Assistant – City Manager	4,298- 5,730
Assistant City Manager/City Attorney	10,286- 13,714
Assistant City Attorney	6,768- 9,574
Executive Assistant/Deputy City Clerk	4,298- 5,730
IT & Telecommunications Manager	6,641- 8,854
IT Systems Administrator	5,770- 7,693
IT Systems Administrator - SQL	5,770- 7,693
Network/Desktop Analyst	5,077- 6,769
Human Resources Director	7,703- 10,270
HR Specialist	4,570- 6,093
Civil Service Secretary/Chief Examiner	150
<u>COMMUNITY DEVELOPMENT DEPARTMENT</u>	
Community Development Director	7,703- 10,270
Building Official	5,756- 7,675
Planning Manager	5,756- 7,675
Assistant Building Official	5,411- 7,215
Building Inspector II	4,859- 6,478
Building Inspector	4,451- 5,934

FINANCE DEPARTMENT

Finance Director	8,427- 11,236
Accounting Manager	5,750- 7,667
Senior Financial Analyst/Budget Officer	5,750- 7,667
Application Specialist	5,750- 7,667
Accountant II	5,051- 6,734
Utility Services Supervisor	5,051- 6,734
City Clerk	4,853- 6,471
Accounting Analyst	4,533- 6,044

LIBRARY

Library Director	7,445- 9,927
Public Services/Internal Ops Librarian	4,533- 6,044
Librarian	4,533- 6,044
Part-time Library Substitute	13.69- 15.00/hourly

PARK AND RECREATION DEPARTMENT

Parks and Recreation Director	7,445- 9,927
Aquatic & Recreation Supervisor	4,884- 6,512

Part-time/Seasonal Hourly Recreation positions:

State Min. Wages	\$13.69	I	II	III	IV	V	VI
Lifeguard		13.79	14.48	15.20			
Instructor		13.79	14.48	15.20			
Recreation Aide		13.79	14.48	15.20	15.96		
Custodian		13.79	14.48	15.20			
Sports Officials I-V		13.69	15.06	16.43	18.07	25.30	
Sports Officials VI Gym/Field Supv							16.43

POLICE DEPARTMENT

Police Chief	8,142- 10,856
Police Captain (2 positions)	7,181- 9,574
Animal Shelter Manager	4,349- 5,799
Police Records Supervisor	4,259- 5,678

PUBLIC WORKS AND UTILITIES DEPARTMENT

Public Works & Utilities Director	10,286- 13,714
Assistant Utilities Director	8,361- 11,148

City Engineer Services Manager	8,361- 11,148
Operations Supervisor – Electric	8,097-10,796
Sr. Electrical Engineer	7,963- 10,617
Project Engineer (2 Positions)	7,868- 10,491
Assistant Public Works Director	7,295-9,727
Gas Engineer	7,295-9,727
Assistant City Engineer/Capital Projects Manager	7,295-9,727
Power and Gas Manager	6,829- 9,105
Stormwater Utility Manager	6,643- 8,857
Transit Manager	6,643- 8,857
Assistant Transit Manager	6,018- 8,024
Civil Engineer	5,606- 7,474
Rate Analyst	4,829- 6,438
Sr. Operations Analyst	4,759- 6,345
Operations Analyst – ES	4,533- 6,044
Operations Analyst	4,533- 6,044
Executive Assistant	4,085- 5,446
Executive Assistant – ES	4,085- 5,446

All other City positions are covered by Union contracts. This resolution has no application to such positions.

Section 3. All remaining terms and conditions of Resolution No. 2021-11 remain in full force and effect.

PASSED AND ADOPTED by the City Council of the City of Ellensburg at a regular meeting on the ____ day of _____, 2021.

Mayor

Attest: _____
City Clerk



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: August 2, 2021

Item Title/Agenda Subject: 2021 Second Quarter Financial Status and Investment Reports

Submitted by: Jerica Pascoe Finance Department

Recommended Action or Motion: Accept 2021 Second Quarter Financial Status and Investment Reports as presented.

Background/Summary: Attached is the 2021 Second Quarter Financial Status and Investment Reports for the period ending June 30, 2021. The 2021 Second 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 Second Quarter 2021 Financial Status and Investment Reports were presented to the Finance Committee at the July 22, 2021 meeting.

Analysis: This report attempts to update the fiscal impact projections created by the current pandemic situation. Year-end projections were made as of the current situation on 6/30/2021. Projections were made with COVID-19 in mind and were predicated on remaining open through year-end.

Key items – 2021 Second Quarter:

- General Fund revenues and expenditures are both projected to come in below budget. (Table 1, Page 1)
- Revenue remitted from State of Washington Sales Tax Activity is up 22% over 2nd quarter 2020 (Table 2 Page 2)
 - City Assistance is up 63%
 - Hotel/Motel Lodging is up 24%
 - Motor Vehicle Fuel Tax (MVFT) is up 3%
 - Liquor Excise Tax is up 24%
 - Marijuana Excise Tax is down by less than 1%

- Year-End tax revenue is projected to come in 8.18% above budget. (Table 3, Page 3)
 - Sales tax revenue projected 11.36% above budget. (Table 3, Page 3)
 - Local Criminal Justice .1% – projected \$78,777 above budget (Table 4, Page 4)
 - Retail Sales for Public Transit .2% - projected \$24,557 below budget
 - Retail Sales for Public Safety .3% - projected \$122,769 above budget
 - Regular Retail Sales .85% – projected \$640,162 above budget
 - Retail Sales for Housing .1% – projected \$77,385 above budget
 - Retail Sales for Housing (State Credit) - projected \$36,432 above budget (note amount not budgeted)
 - B&O Tax revenue projected 8.59% above budget. (Table 3, Page 3)
 - Other Tax revenue projected 10.4% above budget. (Table 3, Page 3)
 - Property Tax revenue projected at budget. (Table 3, Page 3)
 - January through June 2021 sales tax receipts were 22% higher than January through June 2020 receipts. (Table 5, Page 5)
 - The majority of this increase was in Retail Trade and Construction. Removing the construction sales tax decrease would bring the overall change from an increase of 22.1% to a increase of 21.7% over 2020.
 - Utility tax revenues were 4.67% higher than 2nd quarter 2020. (Table 6, Page 6)
 - General Fund revenues are projected to come in below budget at this time. Current projected excess of revenues over expenditures is \$795,828. (Table 7, Page 7)
 - The total excess revenues over expenditures for all funds through 2nd quarter was \$10.5 million. \$4.97 million of the excess of revenue over expense is from the enterprise and internal service funds in which rates are set to provide for replacement and

capital projects. \$2.95 million is a result of the American Rescue Act funding received. (Table 9, Page 9)

- The City had \$61,843,032.83 in excess cash invested. (Investment report, page 1)

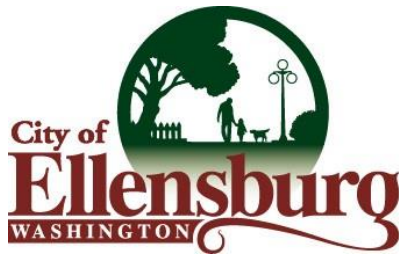
Financial Impact: None

Attachments:

[2nd Quarter 2021 Financial Status Report](#)

[Investment Report 2021 June](#)

City of Ellensburg Washington

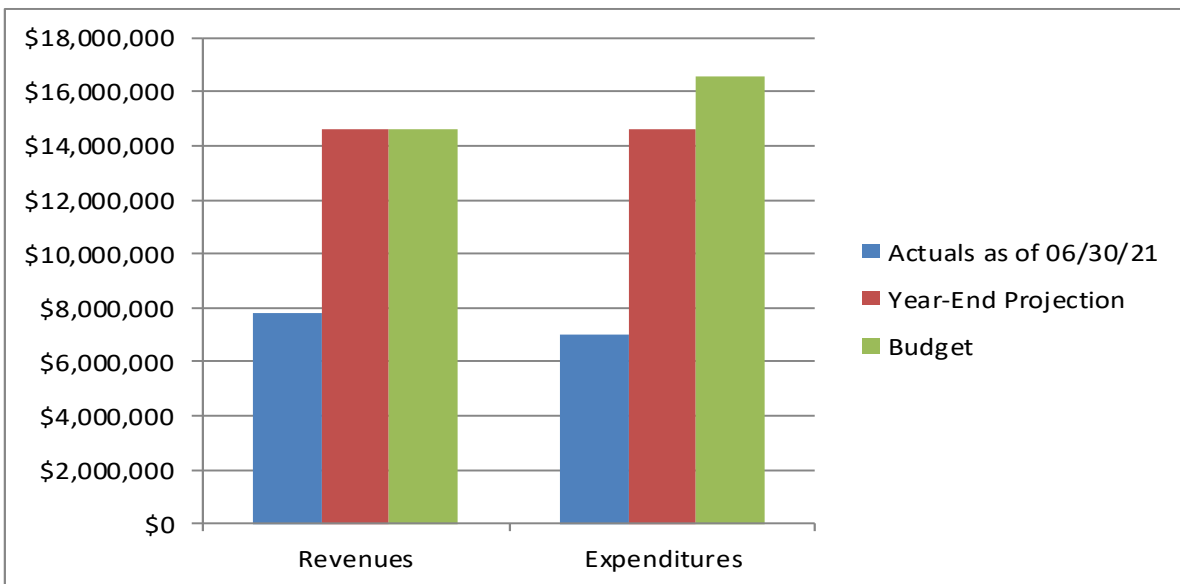


Quarterly Financial Status Report For the Quarter Ending June 30, 2021

General Fund

The Governmental Funds' major funding sources include Property Tax, Sales Tax, Utility Taxes, Licenses & Permit Fees, and Charges for Services. Sales Tax is the largest tax revenue source for the City at approximately 52%, followed by Utility Tax at 22%, Property Tax at 22%, and Other Taxes at 4% of the City tax revenue. Tax revenue is approximately 16% of the total City revenues budgeted in 2021.

Table 1



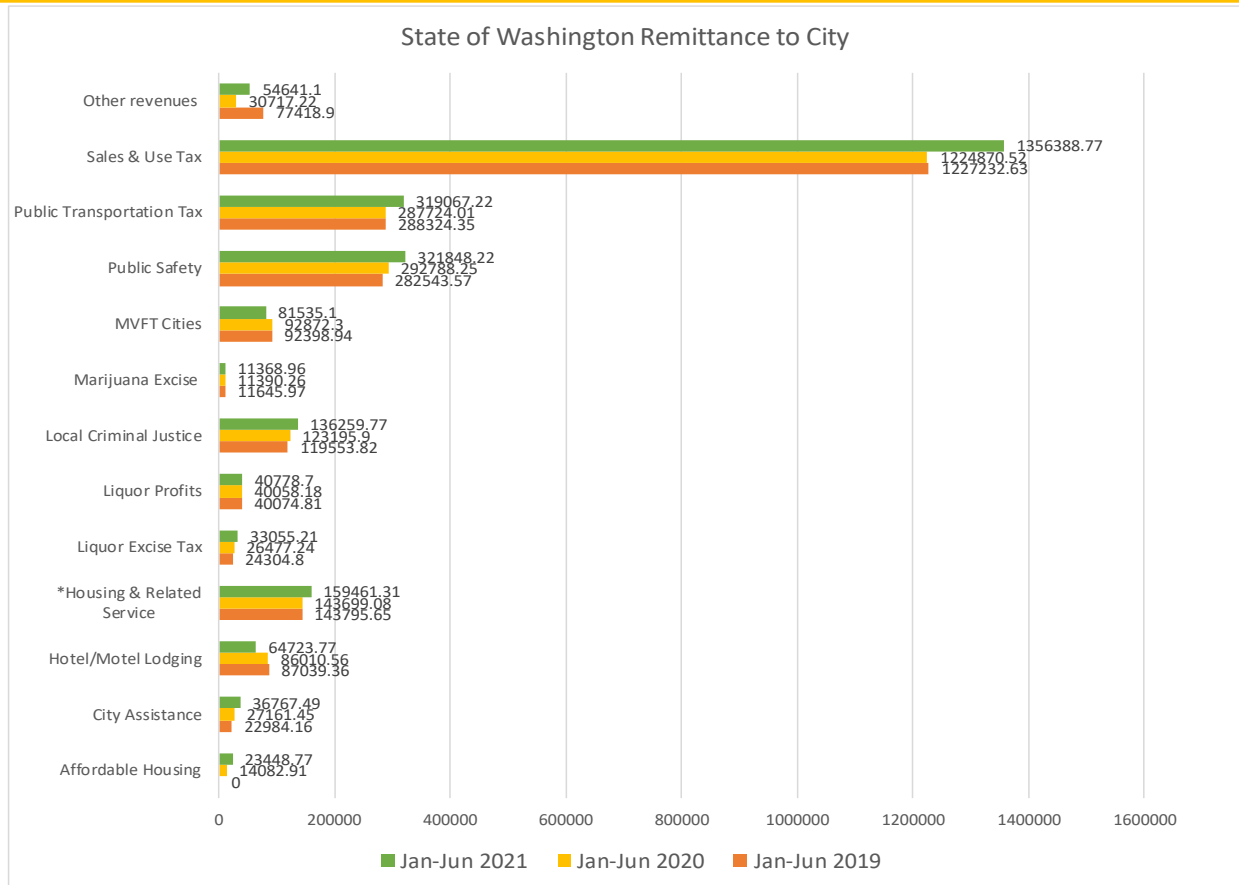
NOTE: The above graph illustrates the difference between year-to-date actuals through March, year-to-date projections as of March, and revised budget through March.

Second quarter projections were as of the current situation on 6/30/2021. Projections were made with the COVID19 outbreak in mind and is predicated on remaining in Phase III through year-end. Please keep in mind, these continue to be projections based on the limited information known by local governments as of the end of June. Projections can and will change as more information becomes available. General Fund expenditures were expected to come in below budget as required by Chapter 35.33 RCW. Budgeted expenditures reflected all adjustments that were taken to Council for approval prior to April 5th. Revenue projections were done on an individual basis and will be discussed further in this report.

Governmental Funds Tax Revenue

Table 2

CITY OF ELLENSBURG Year-to-Date Revenue Remitted from State of Washington Sales Tax Activity - Cash Jan-June '19 Compared to Jan-June '21 Table 2



	Receipts Dates Jan-Jun 2019	Receipts Dates Jan-Jun 2020	Receipt Dates Jan-Jun 2021	Increase/ (Decrease)	% Inc (Dec)
Affordable Housing	-	31,736	36,432	4,696	0%
City Assistance	49,798	45,696	74,398	28,702	63%
Hotel/Motel Lodging	206,920	131,205	162,564	31,359	24%
Housing & Related Service	282,296	264,032	322,966	58,934	22%
Liquor Excise Tax	53,872	57,259	71,051	13,792	24%
Liquor Profits	80,142	80,112	81,565	1,453	0%
Local Criminal Justice	226,631	219,232	273,904	54,672	25%
Marijuana Excise	23,291	22,780	22,739	(41)	0%
MVFT Cities	180,992	162,665	167,492	4,827	3%
Public Safety	534,216	519,278	646,244	126,966	24%
Public Transportation Tax	566,351	528,409	646,095	117,686	22%
Sales & Use Tax	2,409,109	2,248,168	2,745,329	497,161	22%
Other revenues	136,547	101,164	120,634	19,470	19%
Totals	4,750,165	4,411,736	5,371,413	959,677	22%

Table 3



	Actuals as of 06/30/21	Year-End Projection	Budget	%Projected Over/(Under) Budget
Sales Tax *	\$4,582,211	\$9,127,989	\$8,197,021	11.36%
B&O Tax **	1,866,715	3,696,582	3,404,235	8.59%
Other Tax ***	371,293	750,723	680,000	10.40%
Property Tax	2,002,313	3,530,304	3,530,304	0.00%
	\$8,822,533	\$17,105,598	\$15,811,560	8.18%

* SALES TAX includes tax portions for public transit, affordable housing, public safety, and regular retail sales

**B&O TAX includes utility, gambling etc.

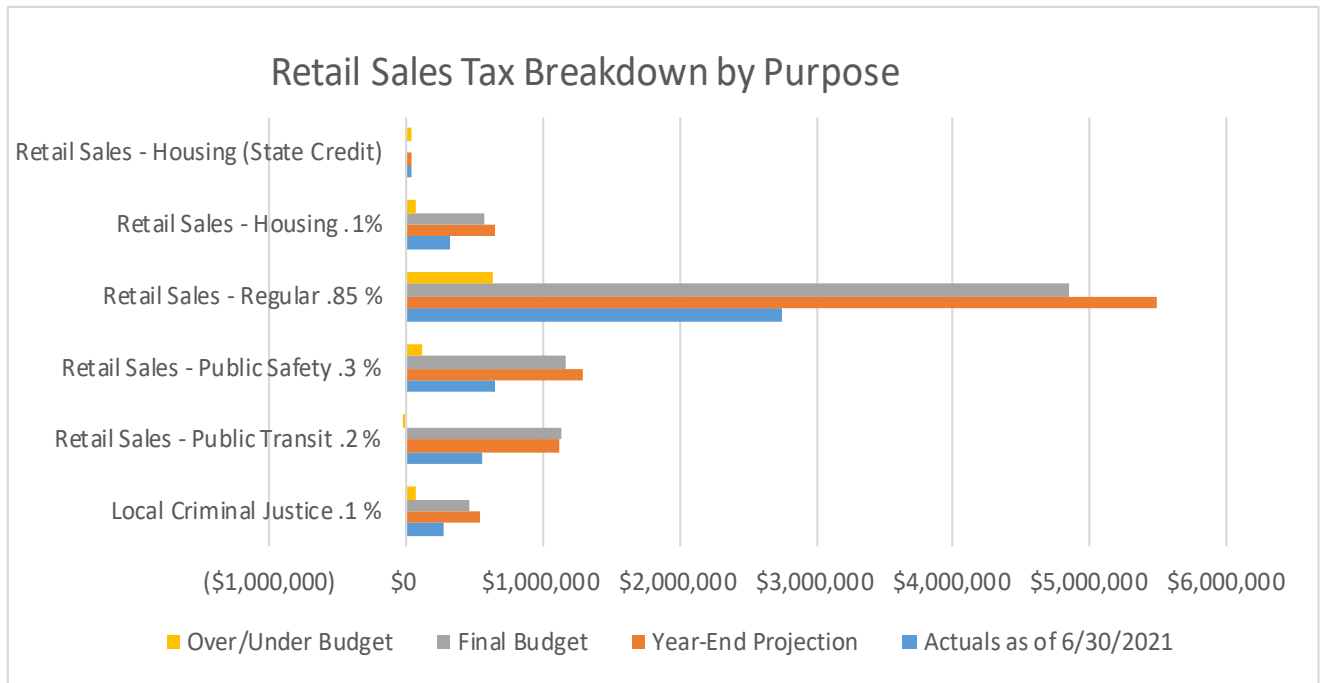
*** OTHER TAX includes leasehold and other excise taxes including hotel/motel tax

Overall governmental fund tax revenue are projected to come in approximately \$1.29 million or 8.18% above budget. Utility and Hotel/Motel Taxes are still expected to be the hardest hit governmental fund tax revenue. Hotel/Motel Tax revenue was budgeted at 62% of 2019. In 2020 Hotel/Motel Tax Revenue came in at 61.15% of 2019. Currently Hotel/Motel Tax revenue is at 78% of 2019.

Sales Tax

Table 3 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 2020 activity. We used an average of sales tax over the past 6 months in order to project through year-end. Budgets were set at 95% of 2019 actuals.

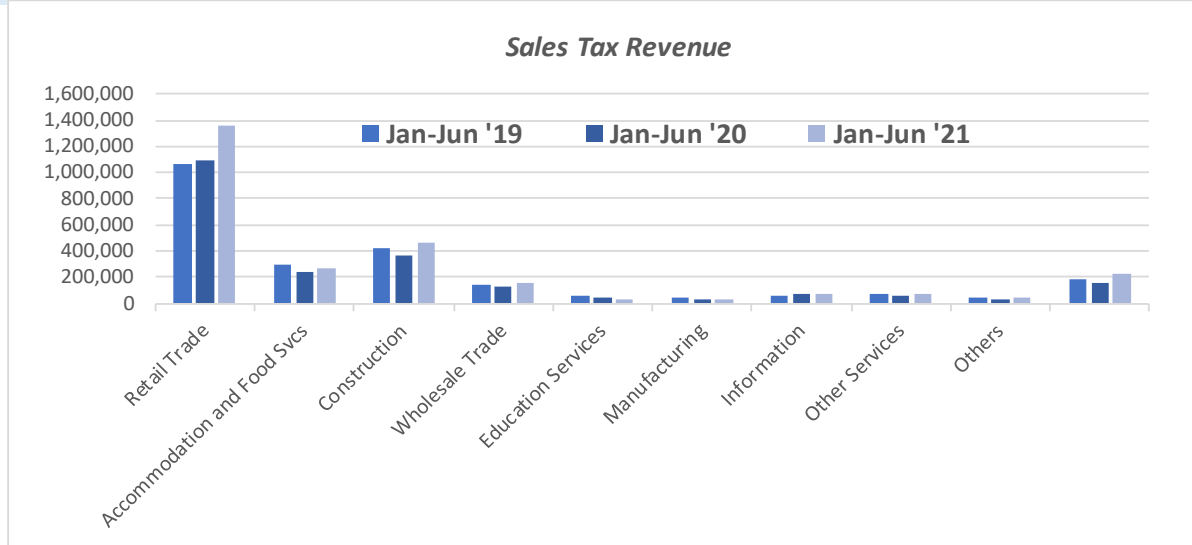
Table 4



	Actuals as of 6/30/2021	Year-End Projection	Final Budget	Over/Under Budget
Local Criminal Justice .1 %	\$273,904	\$547,809	\$469,032	\$78,777
Retail Sales - Public Transit .2 %	557,335	1,114,670	1,139,227	(\$24,557)
Retail Sales - Public Safety .3 %	646,244	1,292,487	1,169,718	\$122,769
Retail Sales - Regular .85 %	2,745,329	5,490,659	4,850,497	\$640,162
Retail Sales - Housing .1%	322,966	645,932	568,547	\$77,385
Retail Sales - Housing (State Credit)	36,432	36,432	0	\$36,432
	\$4,582,211	\$9,127,989	\$8,197,021	\$930,968

Table 5

Year-to-Date Sales Tax Activity - Cash Basis Jan-Jun 2020 Compared to Jan-Jun 2021



	Receipts Dates <u>Jan-Jun '19</u>	Receipts Dates <u>Jan-Jun '20</u>	Receipt Dates <u>Jan-Jun '21</u>	Increase/ <u>(Decrease)</u>	% Inc <u>(Dec)</u>
Retail Trade	1,066,033	1,088,321	1,355,542	267,221	25%
Accommodation and Food Svcs	301,702	246,564	274,576	28,012	11%
Construction	423,629	373,869	463,713	89,844	24%
Wholesale Trade	149,421	130,442	156,482	26,040	20%
Education Services	64,898	41,763	30,671	-11,092	-27%
Manufacturing	42,511	34,435	26,968	-7,467	-22%
Information	65,757	68,355	77,856	9,501	14%
Other Services	69,096	66,480	78,330	11,850	18%
Real Estate & Rental Leasing	40,685	38,918	51,609	12,691	33%
Others	185,378	159,021	229,583	70,562	44%
Total	\$ 2,409,110	\$ 2,248,168	\$ 2,745,330	\$ 497,162	22%

Source: Dept of Revenue Sales Tax Reports - 2021 information: reporting revenue **received** January thru June

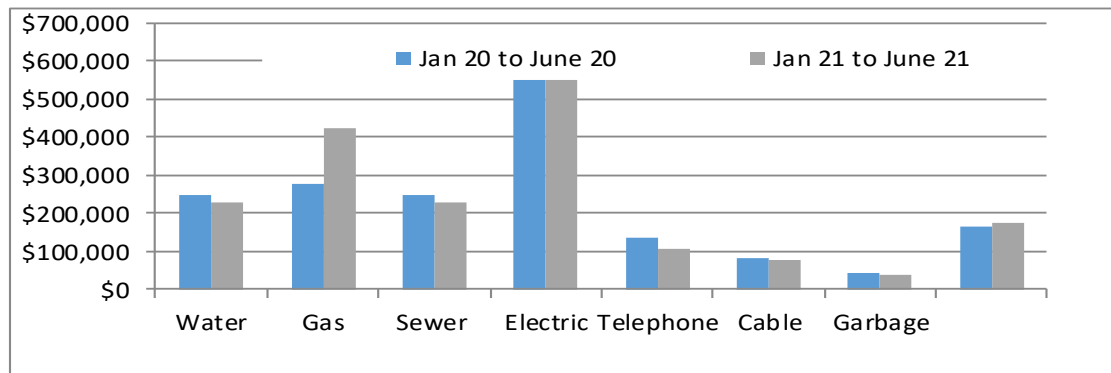
Retail sales tax is distributed monthly reflecting 20 different categories. The above graph reflects the top nine categories with 11 categories being identified within the “Others” category. Retail trade, information, and other have seen increases in YTD sales. “Others” showed the highest percentage increase with “Retail Trade” showing the highest dollar increase. Regular retail sales tax revenue had a **22% overall increase** over the same period last year. 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 April.**

Utility Tax

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.

Table 6

CITY OF ELLENSBURG
Year-to-Date Utility Tax Activity - Cash Basis
January-June 2020 Compared to January-June 2021



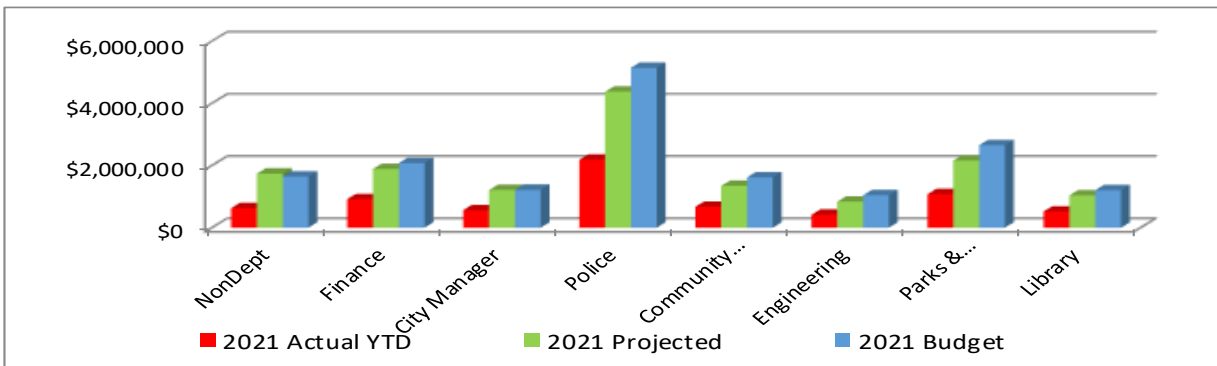
	Receipt Dates Jan 20 to June 20	Receipt Dates Jan 21 to June 21	Increase/ (Decrease)	% Inc (Dec)
Water (10.5%)	\$247,626	\$231,037	(\$16,589)	-6.70%
Gas (6%)	275,713	424,251	148,538	53.87%
Sewer (10.5%)	247,158	227,031	(20,127)	-8.14%
Electric (6%)	586,129	587,588	1,459	0.25%
Telephone (6%)	134,370	106,673	(27,697)	-20.61%
Cable (1.075%)	84,920	79,115	(5,805)	-6.84%
Gambling (varies 2%-8%)	43,894	36,849	(7,045)	-16.05%
Garbage (8.1%)	163,698	174,171	10,472	6.40%
Total	<u>\$1,783,508</u>	<u>\$1,866,715</u>	<u>\$83,207</u>	<u>4.67%</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 receipts are up due to the sale of natural gas storage reserves. In February the City sold fixed natural gas contracts and storage reserves in the Rocky Mountain basin and backfilled with lower cost gas from the north. The sales amounted to \$2.5 million in net proceeds to the gas utility. This created an additional \$150K in utility taxes to the City. The decrease in water and sewer is caused by the increase in outstanding utility bills. With the continuation of the governors' orders, the total number of past due accounts and their balances have continued to increase. The number of past due accounts has tripled and the past due balances are over 7.25 times what they were in February of 2020.

Table 7

General Fund Revenues and Expenditures - Budget and Actual For the Period Ending June 30, 2021				
	2021 Budget	2021 Projected	2021 Actual YTD	Budget less Projected
Revenues				
Taxes	\$7,188,151	\$7,563,206	\$4,016,262	-\$375,055
Licenses & Permits	797,983	\$533,530	272,957	\$264,453
Intergovernmental	461,487	\$556,949	286,579	-\$95,462
Charges For Fees	4,164,171	\$3,842,772	1,968,904	\$321,398
Fines & Forfeits	152,900	\$59,128	32,501	\$93,772
Misc.	192,125	\$129,144	84,711	\$62,981
Transfers	1,645,677	\$1,942,483	1,119,644	-\$296,806
Other Receipts	0	3,243	3,243	-\$3,243
Total	\$14,602,494	\$14,630,456	\$7,784,801	-\$27,962
Expenditures by Dept				
NonDept	\$1,646,104	\$1,738,771	\$629,658	-\$92,667
Finance	2,077,666	\$1,891,160	917,902	\$186,506
City Manager	1,217,306	\$1,210,816	563,008	\$6,490
Police	5,142,670	\$4,374,752	2,187,376	\$767,918
Community Develop.	1,617,301	\$1,344,922	672,461	\$272,379
Engineering	1,044,063	\$837,394	418,697	\$206,669
Parks & Recreation	2,653,485	\$2,157,596	1,078,798	\$495,889
Library	1,208,663	\$1,042,146	521,073	\$166,517
Total	\$16,607,258	\$14,597,557	\$6,988,973	\$2,009,701
Excess of Revenues over	-\$2,004,764	\$32,899	\$795,828	-\$2,037,663
Beginning Balance	3,847,331	3,847,331	4,178,154	\$0
Other Receipts	0			\$0
Ending Fund Balance	\$1,842,567	\$3,880,230	\$4,973,982	\$2,037,663



*Budgeted Fund balance does not include the interfund loans (long-term debt)

** General Fund numbers do not include retail sales tax or other managerial fund amounts

Table 8

DEBT ACTIVITIES	Issued Date	Maturity Date	Original Amount	Balance as of 06/30/21	2021 Debt Payment
General Obligation					
Library Bonds *	2003/2014	2022	1,905,000	350,000	180,500
Maintenance Bond - Pool	2010	2030	2,935,000	1,675,000	217,100
2017 GOI Bond - Public Safety Bldg.	2017	2037	121,200	7,200,000	203,184
Telecom Utility - LTGO Taxable **	2016	2036	290,243	244,604	19,072
			5,251,443	9,469,604	619,856
Interfund Loan					
City Hall Construction**	2012	2021	2,599,657	309,657	312,754
			2,599,657	309,657	312,754
Revenue Bonds					
Stormwater Bond *****	2020	2039	3,000,000	3,000,000	87,296
Water Sewer *****	2016	2029	6,990,000	6,110,000	761,141
Gas	2016	2036	859,015	713,334	52,115
Electric- Refunding***	2005/2014	2025	3,650,000	1,790,000	396,250
Electric	2014	2033	4,540,000	4,465,000	206,375
Water	2013	2022	2,416,431	466,719	241,643
Water/Sewer *****	2021	2040	51,000	51,000	521,361
			21,506,446	16,596,053	1,744,820

* 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 \$5 million Waterworks Utility Bond for Stormwater Utility. Draw period ends Dec 1, 2021

Citywide Report

The table on the next page- Revenues and Expenditures-Actual shows that the City brought in approximately \$10.5 million more than it spent in 2021. \$4.97 million of the excess of revenue over expense is from the utility and internal service funds. An additional \$2.9 million is from the American Recovery Act Funding. *Table 8 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

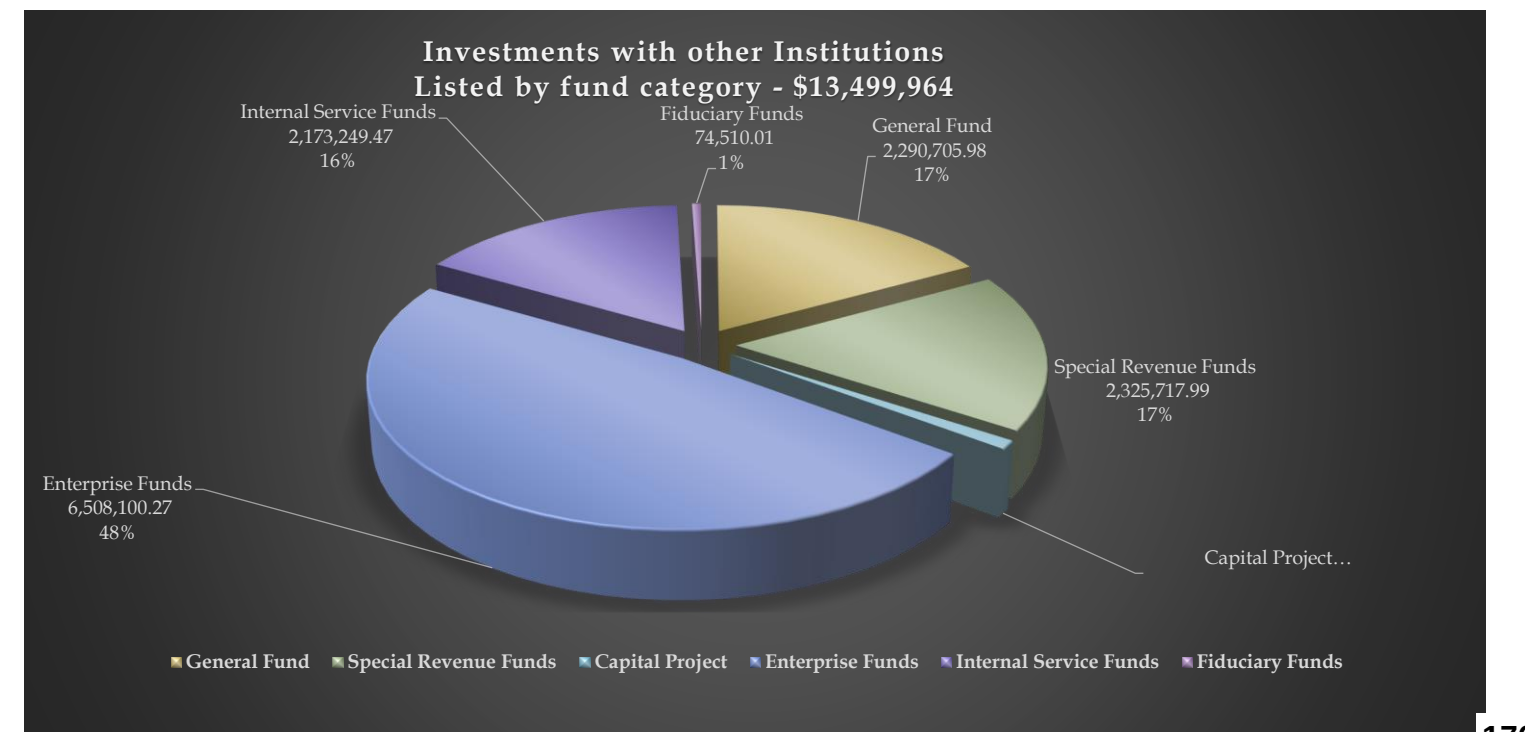
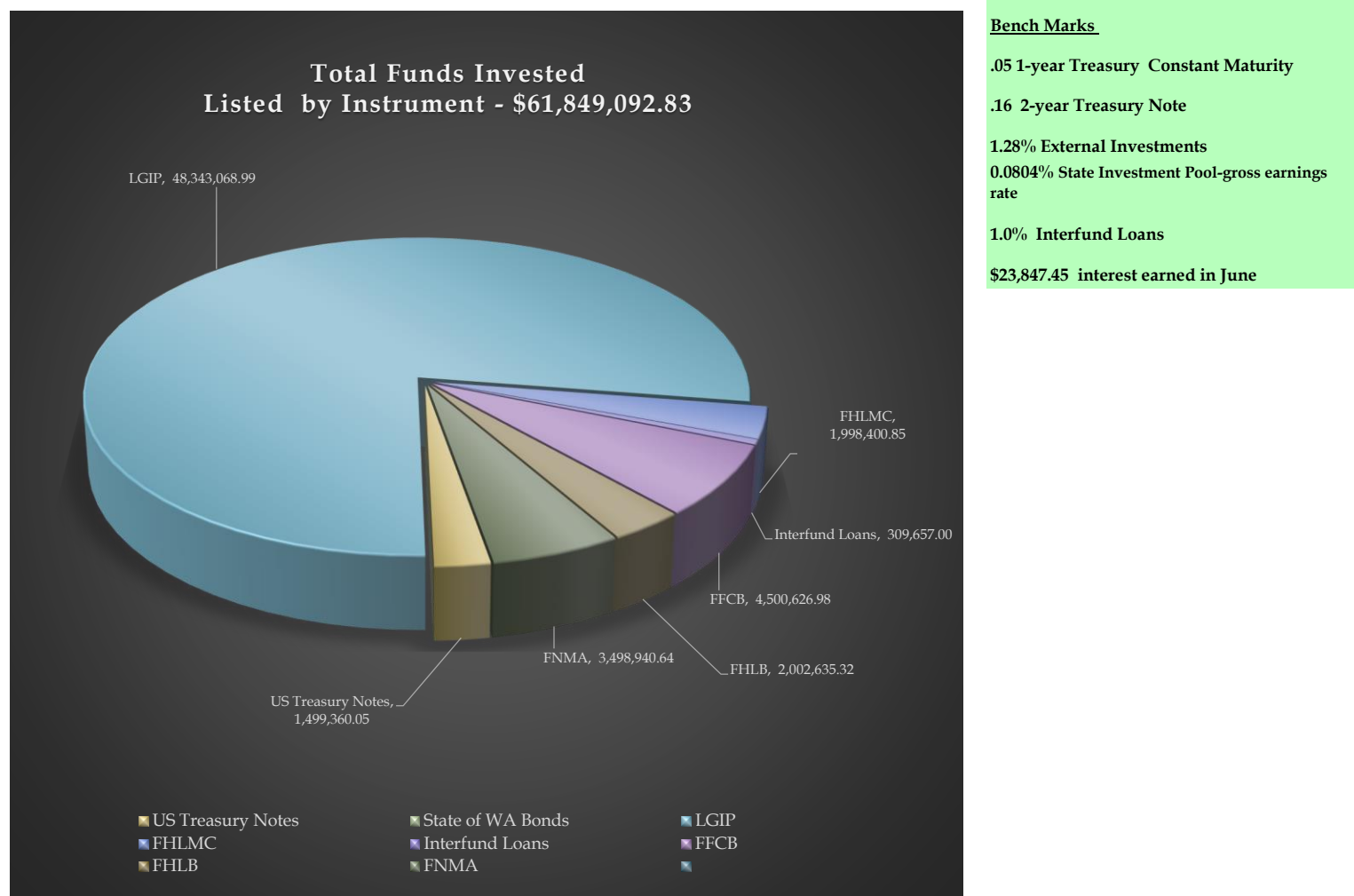
All City Funds			
Revenues and Expenditures- Actual			
For the Quarter Ending June 30, 2021			
	Revenue	Expenditures	Excess of Revenue Over Expenditures
General Fund	\$7,191,189	\$6,988,974	\$202,215
Special Revenue Funds			
Street	1,283,113	1,011,575	271,538
Arterial	1,156,129	518,076	638,053
Traffic Impact	60,454	219,225	(158,771)
Ellensburg Public Transit	967,201	737,233	229,968
Criminal Justice	647,440	661,948	(14,508)
Drug Fund	987	1,553	(566)
Sales Tax	2,751,634	2,592,979	158,655
CATV	40,672	39,174	1,498
Parks Acquisition	287,059	619	286,440
Arts Acquisition	50,000	46,112	3,888
Lodging Tax	164,670	86,756	77,914
Housing & Related Service	360,192	0	360,192
ARPA Fund	2,946,546	0	2,946,546
Debt Funds			
Public Safety Bond	203,184	101,592	101,592
Maintenance Bond	1,922,063	1,736,093	185,970
Library Bond	98,912	5,250	93,662
LID Guarantee Fund	64	0	64
Capital Funds			
Capital Const. Bond Projects	0	5,600	(5,600)
Sidewalk	198,673	9,744	188,929
Enterprise Funds			
Stormwater	776,998	747,322	29,676
Telecommunications	210,644	124,666	85,978
Gas	6,681,083	3,666,690	3,014,393
Electric	9,494,278	7,701,728	1,792,550
Water	2,482,825	2,723,727	(240,902)
Sewer	2,273,315	2,778,855	(505,540)
Internal Service Funds			
Shop	1,284,660	951,706	332,954
Health Insurance	1,410,359	1,611,972	(201,613)
Risk Management	937,201	670,839	266,362
IT	974,913	583,939	390,974
Library Trust	456	175	281
Hal Holmes	2,463	0	2,463
Fire Relief	43,181	77,254	(34,073)
Total	\$46,902,558	\$36,401,376	\$10,501,182
Managerial Funds of the General Fund			
* Utility Revenue amounts have been converted to cash basis			

CITY OF ELLENSBURG - Investment Report As of 6/30/2021

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 \$ 61,843,032.83

As of Date: June 30, 2021



CITY OF ELLENSBURG - Investment Report As of 6/30/2021

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/Info	Amount Invested w/Issuer	% of Issuer Holding	Yield	Expected Annual Earnings						
U.S. Treasury Bills, Notes, Bonds or Certificates	100% of Portfolioio	\$61,843,033	no limitation	22%	\$13,499,964		-	0%	0.00%	\$ -						
						#48 FFCB3133EJGU7 Settled 10/5/18 purchase: \$996,823.28 Matures 12/16/2022	996,823	2%	3.03%	27100						
						#49 FHLB 3130AFW94 Settled 3/11/19 purchase: \$1,003,640.56 Matures 2/13/24	1,002,184	2%	2.46%	25000						
						#51 FHLB 2.3 Settled 4/26/19 purchase: \$1001353 Matures 33/11/22	1,000,451	2%	2.25%	22500						
						#53 FFCB 1.85 Settled 7/19/19 purchase: \$1000925. Matures 02/01/23	1,000,462	2%	1.85%	18500						
						#54 FFCB 1.6 8/14/23 Corp Settled 10/10/19 purchase: \$505,345.94. Matures 08/14/23	503,341	1%	1.38%	8000						
						#56 US Treas Strip 1.55 Settled 01/08/2020 purchase: \$999,741.04 Matures 11/15/23	999,741	2%	1.55%	0						
						#57 FNMA corp Settled 01/08/2020 purchase: \$1,003,603.11 Matures 10/15/24	1,002,522	2%	1.63%	16,250.00						
						#58 FNMA Corp Settled 01/08/20 purchase: \$1,500,940.08 Matures 09/06/22	1,500,470	2%	1.53%	20625						
						#59 FHLMC Settled 06/15/20 purchase: \$998,312.89 Matures 05/27/25	998,313	2%	0.54%	5000						
						#61 called 6/4/21 FFCB	-	0%	0.58%	11600						
						#63 FHLMC Settled 07/15/2020 purchase: \$ 1,000,131.94 Matures 6/26/23	1,000,088	2%	0.25%	2500						
						#64 called 6/16/2021	-	0%	0.42%	4200						
						#65 Treasury Strip.45 Settled 02/11/21 purchase: \$ 499,619.01 Matures 2/15/26	499,619	1%	0.45%							
						#66 FNMA Settled 06/14/21 purchase: \$995,948.42 Matures 8/25/25	995,948	2%	0.50%	5000						
						#67 FFCB Settled 06/14/21 purchase: \$2,000,000 Matures 6/14/24	2,000,000	0%	0.32%	6400						
						Subtotal Funds							13,499,963.84	0%	\$	172,675.00
						External Investments							1.28% AAY			

Investment in State of Washington Investment Pool

State of WA Investment Pool	100% of Portfolio	\$61,843,033	no limitation	78%	48,343,068.99	State of WA Local Government Investment Pool	48,343,068.99	78%	0.0804%	\$ 38,867.83
							State Investment Pool		0.08% AAY	

CITY OF ELLENSBURG - Investment Report As of 6/30/2021

Investment in City of Ellensburg - Interfund Loans

2012 Interfund Loan from Light fund to City General - City Hall Debt	309,657.00	City Hall Debt Begin Date 12/1/2012 \$2,599,657.00 Maturity Date: 12/1/2021	309,657.00	1%	1%	\$ 3,096.57
		Subtotal Funds	\$ 309,657.00			\$ 3,096.57
				Interfund Loans		1.00% AAY
				0.35%		Total AAY

AAY = Average Annual Yield 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 #
313378CRO	FHLB	2.3	1,000,000	3/11/2022		51
3135gow33	FNMA NONCALLABLE	1.53	1,500,000	9/6/2022		58
3133EJGU7	FFCB NONCALLABLE	3.03	1,000,000	12/16/2022		48
3133EKUA2	FFCB NONCALLABLE	1.85	1,000,000	2/1/2023		53
3137EAS4	FHLMC	0.25	1,000,000	6/26/2023		63
3133EKZK5	FFCB	1.6	500,000	8/14/2023		54
912833LP3	US TREASURY NONCALLABLE	1.55	1,061,000	11/15/2023		56
3130AFW94	FHLB NONCALLABLE	2.5	1,000,000	2/13/2024		49
3135GOW66	FNMA NONCALLABLE	1.62	1,000,000	10/15/2024		57
3134GVYP7	FHLMC	0.54	1,000,000	5/27/2025		59
912833LY4	US TREASURY NONCALLABLE	0.45	500,000	2/15/2026		65
		Total Par	10,561,000			

Investment by Fund/Category

General Fund	2,290,705.98
Special Revenue Funds	2,325,717.99
Capital Project	127,680.12
Enterprise Funds	6,508,100.27
Internal Service Funds	2,173,249.47
Fiduciary Funds	74,510.01
Total	13,499,963.84
LGIP	48,343,068.99
Interfund	309,657.00
Total	62,152,689.83

Investment by Instrument

US Treasury Notes	1,499,360.05
State of WA Bonds	-
LGIP	48,343,068.99
FHLMC	1,998,400.85
Interfund Loans	309,657.00
FFCB	4,500,626.98
FHLB	2,002,635.32
FNMA	3,498,940.64
Total	62,152,689.83

- difference



MANAGER'S REPORT

DATE: August 2, 2021

TO: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Public Hearing Set for Stuart Meadows Plat.

Staff would like to advise Council that a public hearing has been set for August 16, 2021 to consider application #P21-044, a Type IV Preliminary Plat submitted by Patrick Sullivan, agent for the owner, for the Stuart Meadows Plat addressed as 113 W. Bender Road, in the City of Ellensburg, Washington, Kittitas County Assessor's Parcel Number 541133.

2. Public Hearing Set for 2021-2026 Transit Development Plan and Annual Report

Per law, as defined in RCW 35.58.272 the City is required to prepare a six-year transit development plan for the current calendar year and the ensuing five years. The plan requires a public hearing to allow public input as well as City Council approval. In order to meet this requirement, the public hearing must be announced at least one meeting prior to the public hearing. We request that Council set a legislative public hearing on August 16, 2021 to adopt a resolution amending the City's Six-Year Transit Development Plan for 2021-2026 and accept the 2020 Annual Report.

3. Public Hearing Set for Supplemental Budget

Staff is preparing a supplemental budget ordinance for Council consideration to amend the 2021/2022 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. We request that Council set a public hearing on August 16, 2021 to take input on the budget ordinance and conduct first reading.