

CITY COUNCIL AGENDA

March 4, 2024



Ellensburg City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at ectv2.com or on YouTube at ECTV Ellensburg. Members of the public may attend City Council meetings either in person in the City Council Chambers, 501 N Anderson Street, Ellensburg, WA 98926 or by registering to attend remotely via video conference.

To attend the city council meeting virtually register here:

https://us02web.zoom.us/webinar/register/WN_w4bQpjq4S3CfCZ7U8T6I6Q

The 6 p.m. Study Session will take place in the City Council Chambers, 501 N Anderson Street, Ellensburg, WA 98926. No public comment will be accepted. The meeting is available to livestream on YouTube at ECTV Ellensburg.

Closed Captioning is available to Zoom viewers. To enable closed captioning, you will need to click on the "CC" button at the bottom of your Zoom screen and then select either "Show Subtitle" or "View Full Transcript."

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 by calling the City of Ellensburg ADA Coordinator at (509) 962-7222 or email ADACoordinator@ellensburgwa.gov.

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](https://www.youtube.com/ECTV_Ellensburg). You may also attend by phone, only, and listen to the meeting by following the registration instructions under “Procedure for Remote Participation During Meeting” below. Once you register, you will be sent a meeting invitation with a phone number for the meeting.

Only persons attending the City Council meeting in-person may provide public comment on Non-Agenda Issues (Item No. 7), which is limited to a combined total of thirty (30) minutes unless Council votes to extend the time. For all other Agenda items, City Council accepts testimony or comments in person or via remote testimony for most other topics under the Regular Agenda. Testimony or comments will be accepted in the following manner:

SUBMISSION OF WRITTEN COMMENTS

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

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

1. ***Advance registration is required to provide public comment or hearing testimony via remote meeting attendance.*** Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).
2. **Join the meeting early**, as you may need to download the app in advance to participate. Once you’ve joined the meeting, your camera and microphone will be muted until you are recognized by the Mayor to speak.
3. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
4. **The Mayor will identify the agenda item** and ask if anyone wishes to speak on the matter.
5. Any interested person may provide comments, virtually, on any listed agenda items except under Item 7 for Non-Agenda Issues (see below). **Public comment on Item 7 for Non-Agenda items will only be accepted from persons attending Council meetings in-person**, i.e., Zoom comments are not accepted for **Non-Agenda Issues**.
6. If you wish to speak on an agenda item, you must:
 - a) **Wait to be called upon by the Mayor** using your name, e-mail, or phone number used to log in to the teleconference.
 - b) **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.
7. **Please state your name, whether you live in the City of Ellensburg, Kittitas County or elsewhere, and whether you are representing only yourself or others.**

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

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

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

1. Each speaker's comments are to be limited to 3 MINUTES.
2. Speakers are cautioned not to engage in conduct that disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting.
3. Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).
4. Speakers providing comments on Item 7, Non-Agenda Issues, may only address the Council on matters which concern the City's business or over which the Council has control, and must announce the topic upon which they wish to speak before making their comments.

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

CONSENT AGENDA

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

AGENDA ITEMS

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

PUBLIC HEARINGS

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

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

**CITY OF ELLENSBURG
CITY COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Monday, March 4, 2024
6:00 PM – Study Session
7:00 PM - Regular Meeting**

Study Session

A Sleep Center Feasibility Analysis Report Presentation by ECONorthwest 6

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (Public Comment Opportunity)

2.A National Women's History Month and International Women's Day 2024 31

2.B Irish American Heritage Month 2024 32

3. Awards and Recognitions

4. Approval of Agenda (No Public Comment)

5. Consent Agenda (No Public Comment)

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

5.A Approve Minutes of February 20, 2024 Regular Meeting 33

5.B Approve Minutes of February 12, 2024 Special Meeting 36

5.C Approve Minutes of February 27, 2024 Special Meeting 39

5.D Acknowledge Minutes of Boards & Commissions 41

5.E Accept the Resignation of Delano Palmer from the Planning Commission and the Resignation of Christopher King from Public Transit Advisory Committee (PTAC) 54

5.F Microsoft Licensing Renewal 56

5.G	Memorandum of Understanding (MOU) with IBEW Local 77 Regarding the Lineperson Apprenticeship Program	61
5.H	Approve March 4, 2024 Voucher Listing	65
6.	Petitions, Protests, and Communications	
7.	Citizen Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Proposed Ordinance 4938 (Second Reading) –Traffic Code Revisions (Public Comment Opportunity)	66
9.B	Proposed Ordinance 4939 (first reading) - Electrical Utility Franchise Agreement with Puget Sound Energy (PSE) (Public Comment Opportunity)	118
9.C	Resolution 2024-04 Amending the 2024 Pay Plan (Public Comment Opportunity)	137
10.	Unfinished Business	
11.	New Business	
11.A	Approval of Letter of Agreement with HopeSource for leasing property to City for use as Year-Round Sleep Center (Public Comment Opportunity)	146
12.	Miscellaneous	
12.A	Manager's Report	153
12.B	Councilmembers' Reports	
13.	Executive Session	
13.A	Per RCW 42.30.110(1)(i), to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency	
14.	Adjournment	



Meeting Date: March 4, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Study Session on Sleep Center Feasibility Analysis Report
Presentation by ECONorthwest

Submitted by: Terry Weiner, City Attorney/Assistant City Manager

Department: City Attorney

Suggested Motion/Action:
Discussion only - no action is needed.

Background/Summary:

The City retained ECONorthwest in May 2023 (with the County cost-sharing in its work) to assist in the search for an adequate site to be used as a year-round overnight sleep center and also provide a report on the likely capital and operating costs associated with operating an overnight sleep shelter. ECONorthwest worked with the Ad Hoc Committee on Homelessness (which includes members of City and County staff, the Kittitas Valley Ministerial Association, local non-profit organizations, behavioral health services and others) to develop site selection and operating criteria.

Previous Council Action:
None

Analysis:

ECONorthwest completed its initial Feasibility Analysis Report in November 2023, and presented it to the Ad Hoc Committee on January 7, 2024, which included discussion of two possible sites for a sleep center. Subsequently, the City and HopeSource reached an agreement in principle for HopeSource to lease a portion of the large 4.8 acre parcel where the old Nites Inn is located to the City for use as a sleep center. The details of that preliminary agreement will be discussed in detail during tonight's regular Council meeting agenda as part of the request for Council's approval of a Letter of Agreement with HopeSource.

ECONorthwest will be presenting its revised Sleep Center Feasibility Analysis Report at tonight's study session and will be available to answer questions along with staff from the City.

Financial Impact:
N/A

Budget Adjustment: No

Attachments:

1. Ellensburg Homeless Shelter Feasibility Analysis Report (March 2024)

Ellensburg Sleep Center Feasibility Analysis Report

March 2024

Prepared for: City of Ellensburg and Kittitas County

Final Report



ECONorthwest
ECONOMICS • FINANCE • PLANNING

Park Place
1200 Sixth Avenue
Suite 615
Seattle, WA 98101
206-823-3060

This page intentionally blank

Table of Contents

1. Introduction	1
Background and Context.....	1
Context of Boise v. Martin	2
Policy Alignment	2
Organization of the Report	3
2. Site Analysis	3
Regulatory Context for Siting Emergency Shelters.....	3
Identifying a Site for the Sleep Center	3
Pathways Property.....	4
3. Operating Framework	4
Existing Shelter Operation	6
Proposed Sleep Center.....	7
4. Cost Analysis	7
Summary of Results	8
Capital Costs	8
Operating Costs Across Scenarios.....	8
Capital Costs	9
Site Preparation	9
Building Costs	10
Ongoing Operating Costs.....	12
Annual Growth Assumptions	13
Ten-Year Projections.....	14
5. Tradeoffs and Considerations	14
Pallet Shelters	15
Leasing vs. Owning Trailers.....	15
Appendix.....	16
Building Cost Assumptions Tables	16
Operating Cost Assumptions Tables	18

This page intentionally blank

1. Introduction

Background and Context

According to the annual Point-in-Time (PIT) Count, coordinated by the Washington Department of Commerce, the state saw a 21% increase in the number of unsheltered people between 2022-2023 (excluding King County).¹ The count identified about 35 individuals in emergency shelters or transitional housing and less than 11 individuals unsheltered in Kittitas County on the one day in January when the count was conducted.² PIT counts only offer a snapshot of how a community or region might be grappling with homelessness. The count is conducted on a single day in a month where temperatures are likely to be extremely low in many places across the U.S. Variation in methodology and the number and level of experience of those conducting the count across communities can also complicate the accuracy of PIT counts. While the numbers reflected in the PIT for Kittitas County might appear low, it's likely that the number of individuals experiencing homelessness in the County was undercounted. State-wide, as communities have witnessed a growing population of people experiencing homelessness, they have engaged in a wide variety of policies and programs.

In Ellensburg, the Kittitas Valley Ministerial Association (KVMA) has operated an overnight Cold Weather Shelter for the past 8 years. The shelter is typically open from November to March rotating across several local churches and has been managed by various non-profit agencies over the years. It is open from 7pm-7am, seven days a week during the winter months. However, KVMA and the local churches have expressed reluctance to continue operating the program though they emphasize the need for continued shelter services and support for unsheltered residents in Kittitas County. Both the City and the County also recognize the ongoing need to provide shelter options locally and regionally, so in partnership the City and County are interested in creating an overnight shelter to operate year-round in a permanent or long-term location.

Staff from Ellensburg and Kittitas County, and other community organizations, formed an Ad Hoc Committee on Homelessness to begin coordinating on the feasibility of a year-round shelter (as well as collaborating to address other service gaps), and enlisted ECONorthwest to help identify potential sites, operations model, and the upfront and ongoing costs associated with implementing a new year-round, overnight Sleep Center for those experiencing homelessness in Kittitas County. The Ad Hoc Committee is also exploring services and systemic needs to serve the population of people experiencing homelessness in the community.

¹ King County did not conduct a 2023 unsheltered homelessness census.

² For the privacy of people entered into Homeless Management and Information System, Commerce hides any number between 1 and 11. For Kittitas County, we can only see that the number of unsheltered individuals on the day the count was conducted was less than 11.

Context of Boise v. Martin

Against the backdrop of state and regional trends of increasing homelessness, in 2018, the 9th US Circuit Court of Appeals ruled that cities could no longer prohibit people experiencing homelessness from camping in public unless they were provided with adequate shelter.³ The court ruled that enforcement of ordinances that prohibit sleeping or camping on public property against homeless individuals is unconstitutional when those individuals do not have a meaningful alternative, such as shelter space or a legal place to camp. *Martin* is binding authority in the 9th Circuit (which includes Washington) at this time. There is, however, a federal case out of Grants Pass, Oregon with related issues that will be decided by the United States Supreme by June of this year.

Cities and counties in Washington have taken a number of different policy approaches while working through how to best respond to *Martin* and the new subsequent requirements born out of the ruling. Each jurisdiction has unique local circumstances they will need to grapple with, particularly related to politics, policy priorities and resource availability. There is no one size fits all solution for compliance.

Several cities across Washington had existing regulations related to public camping in place at the time of the ruling and a strong desire to uphold them. To continue enforcing these local ordinances, they've chosen to open emergency shelters to ensure there are sufficient shelter beds available for those camping and in need of a safe place to stay. Ellensburg adopted Ordinance No. 4895 and Kittitas County adopted Ordinance 2022-015, both in 2022, which are similar and regulate public camping within both the city and county on public property. In response to *Martin* and a recognized need to tackle growing concern over housing and homelessness in Ellensburg and Kittitas County, both the County and the City have embarked on opening a year-round emergency Sleep Center in Ellensburg.

Policy Alignment

Ellensburg's current Housing Element in the City's Comprehensive Plan outlines housing goals and policies directly related to housing needs and opportunities for all people. Specifically, under Goal H-2: *Allow and encourage and accommodate a variety of housing types and densities to meeting housing needs of all economic segments of the community*, the City establishes Policy E that states "Identify potential properties to allow for emergency housing, emergency shelters, and permanent supportive housing." Beyond the clear policy objective outlined in the current Comprehensive Plan, the City has a vested interest in providing shelter and services to better serve those experiencing homelessness. Given the intent to serve the broader county with this Sleep Center, this project is a joint effort between the County and the City. The Sleep Center also serves as an important opportunity to combine current service programs into one location while partnering with community service providers, to better meet the needs of people experiencing homelessness or those who may be at-risk of homelessness.

³ Robert Martin; Lawrence Lee Smith; Robert Anderson; Janet F. Bell; Pamela S. Hawkes; and Basil E. Humphrey v. City of Boise, 2018. Opinion No. 15-35845.

Organization of the Report

- **Site Analysis:** Discusses the methodology and criteria associated with identifying and evaluating a potential site for a new Sleep Center operation.
- **Operating Framework:** Provides high-level context for other shelter approaches in Washington and outlines the desired framework for setting up and operating a year-round, permanent overnight Sleep Center in Ellensburg.
- **Cost Analysis:** Provides the detailed assumptions and considerations used to develop the high-level cost analysis, including expenses related to preparing a site with necessary infrastructure, setting up the shelter units and supporting structures, and ongoing annual operating costs.

2. Site Analysis

Regulatory Context for Siting Emergency Shelters

In 2019, the Revised Code of Washington (RCW) was updated to add new regulations related to the siting of permanent supportive housing. RCW 35.21.689 states that “a city may not prohibit permanent supportive housing in areas where multifamily housing is permitted.” House Bill 1220, passed in 2021, added “transitional housing” and extended the geographic scope to include any zones in which residential dwelling units or hotels are allowed. HB 1220 included additional provisions, including:

- Cities must allow indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, unless the city has adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit.
- Cities can impose reasonable occupancy, spacing, and intensity of use requirements on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to protect public health and safety.

On February 5, 2024, Ellensburg City Council adopted amendments to the City’s Land Development Code to comply with the requirements set forth in HB 1220. As a result, indoor emergency shelters along with other supported housing types are now a permitted use in the C-H, C-C, C-CII, NC-MU, RC-MU, and P-R zones.

Identifying a Site for the Sleep Center

The City’s existing cold weather shelter has been operated by KVMA and historically rotated through a series of churches spread throughout Ellensburg. However, within the context of *Martin* and the KVMA’s desire to take a less active role in the shelter operation, the City needs to identify a new single site to manage a more formal year-round shelter operation and service

program. Having a consistent year-round overnight shelter location will provide stability for individuals experiencing homelessness. They will no longer need to track where the cold weather shelter will be located each night, and it will also offer them refuge during the increasingly common and dangerous extreme summer heat. A single site will also allow the City an opportunity to add or expand services, as it will provide a space where service providers can meet with shelter guests for behavioral health, housing, employment, and other services individuals might need to help them reach the next level of stability.

The process of identifying a site for a new shelter has been thorough and extensive. City staff and the Ad Hoc Committee conducted substantial early work examining potential locations prior to contracting with ECONorthwest. ECONorthwest built upon their efforts with an additional site search and analysis, evaluating a range of factors such as zoning, property size, neighboring uses, and accessibility to ensure all options were fully explored. Following this search, and after evaluating three potential sites, City staff identified the preferred location for the new Sleep Center.

Pathways Property

In 2022, HopeSource acquired the former Nites Inn motel utilizing City and Kittitas County affordable housing funds and has begun work converting it into apartments for those transitioning out of homelessness. That work is scheduled for completion by the end of 2024. The former motel is located at 1200 South Ruby Street and sits on a 4.8-acre site. Given the site size and location of the former motel on the site, there is additional space for the Sleep Center. It is zoned as Neighborhood Center Mixed Use (NC-MU), which is intended to provide a mix of neighborhood-scaled commercial and employment uses and medium density multifamily housing. Indoor emergency shelters are a permitted use in the NC-MU zone.⁴

3. Operating Framework

Around Washington, cities have set up emergency shelters in a variety of ways. Congregate emergency shelters typically provide communal sleeping areas where multiple individuals share a large open space, while non-congregate “individual” shelters offer private living spaces, such as small rooms or units, for each person or family. Congregate shelters can be cost-effective and accommodate a larger number of people, but they can be more challenging to manage, lack privacy and may pose health and safety concerns for both staff and shelter guests. In contrast, other shelter models might utilize individual shelter units that provide more personal space, privacy, and a better sense of security, which can be crucial for vulnerable populations. However, they may require more resources to set up and maintain.

⁴ Ellensburg Ordinance 4936

Ellensburg and Kittitas County are interested in an individual shelter unit model after discussing options with service providers and touring shelters in other communities in the region. There are a few options for developing an individual shelter unit model. The City and County were interested in exploring a couple of options in this study to better understand any tradeoffs, cost related or otherwise, that likely exist between them. One such option is investing in Pallet Shelter products.

Pallet Shelter is an Everett based company that specializes in designing and manufacturing modular, individual shelter units for unsheltered populations. Pallet Shelter offers 64 or 100 square foot shelters for one to two residents, as well as a variety of community rooms, bathroom and shower units, and laundry units. Units are typically connected to electricity as well as heating and cooling and can be insulated against weather as cold as negative 20 degrees Fahrenheit. Because of the modular construction, each unit can be assembled or unassembled quickly, and any damaged pieces can be individually replaced rather than replacing the entire structure. Many cities throughout Washington that have at least one Pallet Shelter “village” include Seattle, Everett, Vancouver, Tulalip, and Burlington.

Exhibit 1: Burlington Pallet Shelter Site

Source: Pallet Shelter



Exhibit 2: Vancouver, WA Pallet Shelter Site

Source: Pallet Shelter



Alternatively, some cities have opted to set up individual shelters assembled from a variety of sources, such as wooden Tuff Sheds or Conestoga Huts. For shelter administrative needs, some cities have leased trailers to use as staff offices, meeting rooms, or community spaces. Additionally, several companies offer shower and bathroom trailers that can be leased on a monthly or yearly basis. Cities in Washington that have set up these types of shelters include Moses Lake and Walla Walla.⁵

Exhibit 3: Walla Walla Conestoga Huts

Source: Community Supportive Shelters



Exhibit 4: Moses Lake Sleep Center Units

Source: City of Moses Lake



Existing Shelter Operation

Currently, KVMA operates a cold weather shelter from November to March and rotates through local churches in Ellensburg. The shelter is open overnight from 7:00 PM to 7:00 AM. Security is onsite from 10:00 PM to 6:00 AM. It is a congregate setting where guests sleep in a shared area, and sleeping pads and bags are provided to guests during check-in. Staff attempts to separate men and women for safety reasons, but that can often be difficult for couples. The last several seasons the shelter manager has been a community member from one of the rotating churches, and in the past KVMA has also contracted with HopeSource to run the shelter

⁵ The City of Walla Walla also recently expanded its operation with the addition of several Pallet Shelters.

operations. The shelter is only for adults 18 years or older, and typically has capacity for between 13-18 guests. In the past, KVMA has contracted with FISH Food Bank in Ellensburg to provide meals but relied on volunteers during the 2022-2023 and 2023-2024 seasons.

Proposed Sleep Center

The City of Ellensburg proposes a year-round operation that would be open from 6:00 PM to 8:00 AM daily. A minimum of two staff people, as well as security personnel, would be onsite during operating hours. In addition, the city aspires to eventually co-locate additional service opportunities for clients by hosting providers from other community services organizations on-site during designated hours each week.

The analysis assumes the shelter would begin with up to 25 individual shelters (some of which could accommodate couples) and includes an analysis of costs associated with adding two shelter units per year. These shelters are assumed to have heating and cooling to protect guests from extreme temperatures experienced in Ellensburg during the winter and summer months. The operation would also require a larger unit or trailer to be used as staff offices and check in area for guests. The City and County are also interested in investing in on-site bathroom and shower units.

Ideally, the operation would provide dinner and breakfast to guests, provide secure areas for overnight storage, and have community areas for meals, activities and socializing. Other priorities discussed during stakeholder interviews also included on-site laundry area, kitchenette, shade structures, landscaping, a community garden, a pet area, and/ or internet for guests.

4. Cost Analysis

While a major goal for this study was to help the City and County identify an appropriate permanent location for the Sleep Center, they also needed to understand the capital and ongoing costs associated with setting the Sleep Center up and operating it long-term on the selected site. The analysis provides high-level costs associated with setting up and running the operating scenarios briefly discussed above. The three operating scenarios included in the cost analysis are as follows:

- **Pallet Shelter:** An operation using all pallet shelter products, including up to 25 shelter units, a 400 square foot community room, a 100 square foot staff office, two two-stall shower/bathroom units, one accessible shower/ bathroom unit, and one storage shed.
- **Non-Pallet (owning):** An operation using all non-pallet shelter products, including up to 25 sheds (with electricity and heating/ cooling installed separately by a contractor) to be used as shelters, a storage shed, two *purchased* trailers for use as a community space and staff offices, two *purchased* two-stall shower trailers and a *purchased* bathroom trailer.

- **Non-Pallet (renting):** An operation using all non-pallet shelter products, including 25 sheds (with electricity and heating/ cooling installed) to be used as shelters, a storage shed, two *rented* trailers for use as a community space and staff offices, two *rented* two-stall shower trailers and a *rented* bathroom trailer.

The cost analysis for each scenario consists of three key components: capital costs, one-year operating expenses, and 10-year ongoing operating costs.

- **Capital Costs.** Capital costs are necessary to understand the potential range of necessary upfront investments related to constructing the Sleep Center. We have divided this analysis into two pieces: costs associated with preparing the site (e.g., utility connections, landscaping), and costs associated with the initial building infrastructure (e.g., shelters, offices).
- **Operating Expenses.** Operating expenses include the costs associated with operating a year-round Sleep Center; costs associated with running the Sleep Center day-today, including staffing costs, program expenses, meals, maintenance and utility bills, and any leasing costs (if applicable to the scenario).
- **10-Year Ongoing Operating Costs.** The financial analysis covers the ongoing operating costs over a ten-year horizon so the City can understand the level of investment needed annually to operate the various operating scenarios over a longer period of time.

Summary of Results

Capital Costs

Site Prep Costs: Using cost estimates provided by city Public Works & Utilities staff, costs for preparing the site for infrastructure (including utility improvements, hardscaping, fencing and lighting) total around \$394,000.

Building Infrastructure by Scenario: The Pallet Shelter scenario is the most expensive, requiring an upfront cost of \$675,900. Alternatively, the Tuff Shed option with leased trailers requires the least upfront cost of \$306,900. The Tuff Shed option with purchased trailers would require an upfront cost of \$492,400. Key considerations include:

- The shelters (including set up, electrification, and installing heating and cooling) make up the majority of the cost difference between the options. The 25 Pallet Shelters would cost \$324,800, while 25 Tuff Sheds would cost \$145,000.
- While we have modeled scenarios as either all Pallet Shelter products or all non-Pallet Shelter products, the City would have an opportunity to mix and match certain components to potentially lower costs, such as using Pallet Shelter shelters but generic bathroom trailers and bedding.

Operating Costs Across Scenarios

In the first year of operation, the costs of operating the Pallet Shelter scenario is the least expensive at \$377,800, followed by the non-Pallet Shelter scenarios with purchased trailer

scenarios at \$401,000. Leasing the trailers is more expensive at \$452,000 for the first year of operations.

Over a ten-year period, the non-Pallet Shelter scenario with leased trailers is the most expensive option. The non-Pallet Shelter scenario with purchased trailers is the least expensive scenario, and the Pallet Shelter scenario falls in the middle. Key considerations include:

- Leasing the bathroom, staff, and community room trailers would require no upfront costs but significant long-term expenses, estimated at \$588,000 over ten years.
- While future maintenance costs can be difficult to predict, they should be taken into consideration as a risk factor for the Tuff Sheds. Tuff Sheds are not designed for habitation and will likely require higher ongoing maintenance and replacement costs. In contrast, the Pallet Shelters are designed for habitation. They are also constructed as a modular system so damaged parts can be individually replaced, while a damaged Tuff Shed would need to be replaced entirely, with electricity, heating and cooling systems reinstalled by a contractor. We estimated the ten-year maintenance costs of the Pallet Shelters at \$88,900, and the ten-year maintenance costs of the Tuff Sheds at \$266,000.

Capital Costs

This section summarizes the capital costs associated with preparing the new site for the Sleep Center operation and acquiring all necessary building infrastructure. Costs are broken out below by site preparation expenses and building infrastructure costs.

Site Preparation

Site costs to prepare the Pathways property site are estimated to be about \$394,000, with the majority of the costs from required utility improvements and paving on the site (approximately \$364,000). In addition, the City assumed a cost of \$27,300 for 800 linear feet of fencing, and \$2,800 to install lighting on the property. This estimate also includes a 15% contingency amount.

Exhibit 5 provides additional details on the capital cost assumptions, provided by Ellensburg Public Works & Utilities staff.

Exhibit 5: Site Preparation Cost Assumptions

Source: City of Ellensburg

Item	Cost
Move	\$15,000.00
Minor change	\$10,000.00
Traffic control	\$6,000.00
Full depth roadway	\$42,563.89
Top course	\$17,628.75
Pavement 3" deep	\$23,308.80
Curbing	\$38,964.20
Sidewalk	\$39,402.00
Fire hydrant	\$7,000.00
Water main 6"	\$33,506.90
Hot tap	\$6,400.00
Water meter	\$2,000.00
Sewer main 8"	\$31,113.55
Electrical	\$19,126.60
Tax	\$24,529.23
Escalation and contingency (15%)	\$47,481.59
Total	\$364,025.51

Building Costs

This section outlines the range of costs associated with the three potential operating scenarios.

- **Pallet Shelter:** An operation using all pallet shelter products. The City is assumed to own all of the Pallet Shelter infrastructure in this scenario.
- **Non-Pallet (purchase):** An operation using all non-pallet shelter products, such as Tuff Sheds and trailers used for administrative purposes and showers and bathrooms. The City is assumed to own all of the infrastructure in this scenario.
- **Non-Pallet (lease):** An operation using all non-pallet shelter products, such as Tuff Sheds and trailers used for administrative purposes and showers and bathrooms. It is assumed the City would lease the administrative and bathroom and shower trailers.

An overview of costs associated with each scenario are shown below; detailed cost assumptions are shown in the Appendix.

Exhibit 6: Building Infrastructure Upfront Costs by Scenario

Source: ECONorthwest

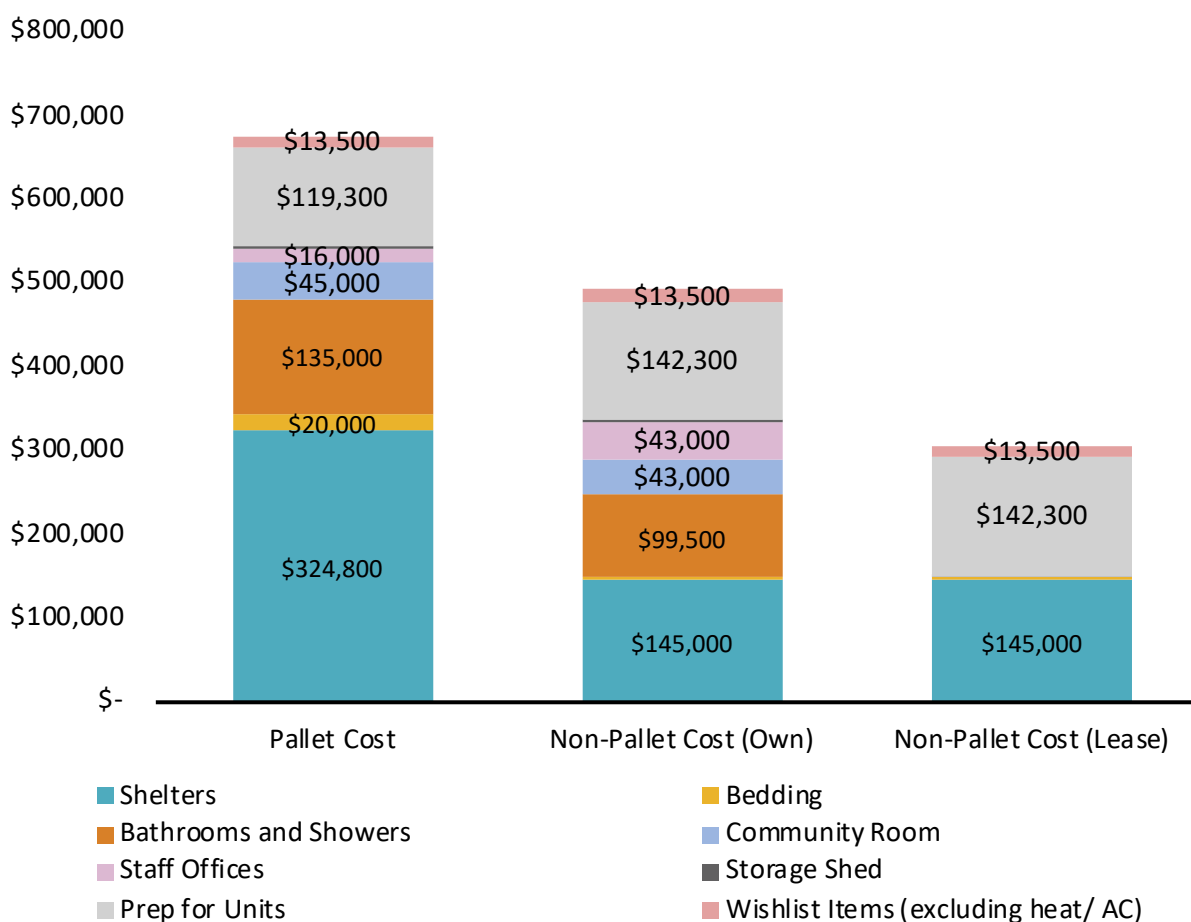


Exhibit 7: Building Infrastructure Upfront Cost Assumptions

Source: ECONorthwest, Pallet Shelter

Item	Pallet Shelter	Non-Pallet (own)	Non-Pallet (lease)
Shelters	\$324,800	\$145,000	\$145,000
Bedding	\$20,000	\$3,800	\$3,800
Bathrooms and Showers	\$135,000	\$99,500	\$0
Community Room	\$45,000	\$43,000	\$0
Staff Offices	\$16,000	\$43,000	\$0
Storage Shed	\$2,300	\$2,300	\$2,300
Prep for Units	\$119,300	\$142,300	\$142,300
Wishlist Items (excluding heat/ AC)	\$13,500	\$13,500	\$13,500
Total:	\$675,900	\$492,400	\$306,900

While we have organized out the scenarios by Pallet Shelter and non-Pallet Shelter products, there is an opportunity for the City to “mix and match” certain line items to help reduce costs. For example, the City could invest in Pallet Shelter shelters, but opt to purchase separate bathroom and shower trailers. Pallet shelter also offers bedding and mattress pads as an optional add on to its shelter (included in the cost assumptions above), but the City could opt to purchase cheaper bedding through an alternative source (costs estimated in the “Non-Pallet” columns). Should the City opt to blend the scenarios, it would always have the option to

upgrade the products later in the operation (such as later purchasing a Pallet Shelter bathroom or community room).

While the Pallet Shelter products are quite a bit more expensive than Tuff Sheds, they do come with several benefits for the higher investment. First, the Pallet Shelter shelters are specifically built for human occupancy in a variety of climates and have higher quality materials and insulation. In addition, these shelters come with heating and cooling, and the Pallet Shelter company handles set up and installation of the units. On the other hand, the City would need to hire a contractor to separately install electricity as well as heating and cooling into the Tuff Sheds, which could pose permitting, safety, and cost issues.

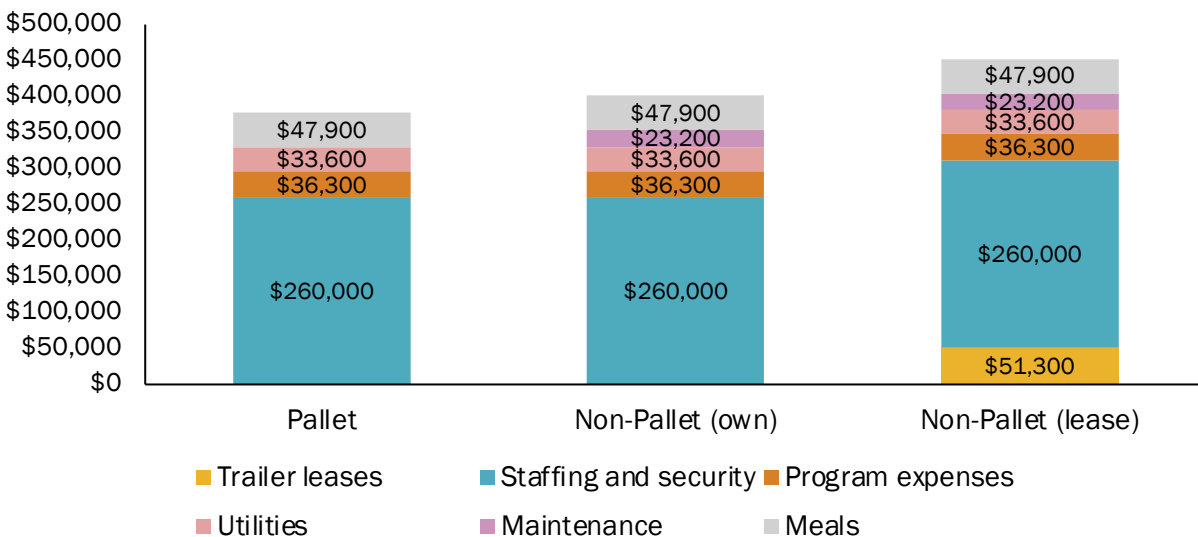
The Pallet Shelter bathroom and shower units are also more expensive than generic bathroom trailers. However, the Pallet Shelter company will handle installation and water hookups (rather than city staff or a hired contractor), and units come with the two-year warranty. In addition, each hygiene unit includes two private stalls with a toilet, sink and shower with heating, cooling, and fanning. We have also included the cost of one ADA accessible Pallet Shelter shower unit and half-bath unit in our calculations.

Ongoing Operating Costs

Operating costs are modeled as ongoing annual costs associated with running, maintaining, and growing the Sleep Center as needed. Exhibit 8 shows operating costs by scenario for the first year of operations.⁶ The Pathways site will not require any ongoing lease costs due to the City's agreed-upon utility and site improvements being made as part of the lease agreement.

Exhibit 8: Operating Cost, First Year of Operations

Source: ECONorthwest



⁶ Excludes capital costs, which are assumed to take effect prior to the first year of operation.

Operating costs vary by the operating scenario chosen. For example, while opting to lease community, office, and shower trailers does not require any upfront capital costs, this option would impose ongoing rental costs of \$51,300 per year. Additionally, there are likely differences in ongoing maintenance costs between options. While Pallet Shelters are designed to be lived in under a shelter context, Tuff Sheds are not likely to be durable enough to withstand years of habitation and heavy use. Because of the modular Pallet Shelter design, when a wall or other element is damaged, only the damaged section must be replaced. Conversely, if an element of a Tuff Shed is damaged, it is likely the entire structure would need to be replaced (depending on the level of damage sustained). Finally, because the Tuff Sheds require modification to add electricity and heating/cooling there are likely to be higher maintenance and repair costs. Pallet Shelters are designed with electricity and heat/cooling from the start. While it can be difficult to predict and adequately quantify the range of potential ongoing maintenance costs, other peer cities have found that Tuff Sheds and trailers deteriorate quickly and require significant maintenance within short timeframes.

Exhibit 9: Operating Costs, First Year of Operations Assumptions

Source: ECONorthwest

	Pallet	Non-Pallet (own)	Non-Pallet (lease)	Notes
Staff office trailer	\$0	\$0	\$20,400	Leasing costs for trailer.
Community room trailer	\$0	\$0	\$20,400	Leasing costs for trailer.
Shower and bathroom trailers	\$0	\$0	\$10,500	Leasing costs for trailer.
Staffing costs	\$107,900	\$107,900	\$107,900	See Exhibit 16 for more detail.
Security costs	\$152,100	\$152,100	\$152,100	See Exhibit 16 for more detail.
Program and administrative costs	\$31,300	\$31,300	\$31,300	See Exhibit 15 for more detail.
Utilities	\$33,600	\$33,600	\$33,600	See Exhibit 15 for more detail.
Property maintenance	\$0	\$23,200	\$23,200	Includes costs to replace units, including electrification, and heating and cooling.
Meals	\$47,900	\$47,900	\$47,900	See Exhibit 17 for more detail.
Laundry	\$5,000	\$5,000	\$5,000	See Exhibit 15 for more detail.
Total:	\$377,800	\$401,000	\$452,300	

Annual Growth Assumptions

We modeled the cost of expanding the operation by an additional two shelters per year (including installation, any upgrades, and bedding) for a total of 43 units after ten years. Due to the cost difference between the Pallet Shelters and Tuff Sheds, this is a major driver of cost differences between operating scenarios.

- The cost of two additional Pallet Shelters in the first year of operation is \$27,400 and the cost of two additional Tuff Sheds is \$11,900.

Assuming a 3% cost increase for inflation each year, the Pallet Shelter shelters total costs across ten years will be approximately \$659,000, while Tuff Sheds total future costs will be approximately \$285,000.

Ten-Year Projections

Across ten years, site operation costs are lowest if the City/County purchases non-Pallet Shelter products. Leasing non-Pallet Shelter products is the most expensive option. These cost differences are mainly driven by:

- Trailer leasing costs, which come to roughly \$588,000 over ten years, versus \$196,000 upfront costs for Pallet Shelter products and \$182,000 for non-Pallet Shelter trailers.
- Maintenance costs, which were modeled as replacing one total shelter per year for Pallet Shelter products (after the two-year warranty), and completely replacing four Tuff Sheds per year. Given some anecdotal evidence of Tuff Shed deterioration from other cities, this may be a conservative estimate; however, maintenance costs for the Tuff Sheds still comes to \$177,000 higher than that of the Pallet Shelter products.

Exhibit 10: Ten Year Total Operating Costs

Source: ECONorthwest

	Pallet	Non-Pallet (own)	Non-Pallet (lease)
Staff office trailer	\$16,000	\$41,500	\$233,900
Community room trailer	\$45,000	\$41,500	\$233,900
Shower and bathroom trailers	\$135,000	\$99,500	\$120,400
Staffing costs	\$1,237,000	\$1,237,000	\$1,237,000
Security costs	\$1,743,700	\$1,743,700	\$1,743,700
Program and administrative costs	\$358,200	\$358,200	\$358,200
Utilities	\$337,000	\$337,000	\$337,000
Property maintenance	\$88,900	\$266,000	\$266,000
Meals	\$684,100	\$684,100	\$684,100
Laundry	\$57,300	\$57,300	\$57,300
Total:	\$5,360,900	\$5,151,000	\$5,556,600

Below, Exhibit 11 shows the costs above in conjunction with site improvement costs, but *not* including expansion costs of additional shelters.

Exhibit 11: Ten-Year Total Costs by Site Choice and Building Infrastructure Choice

Source: ECONorthwest

Site	Pallet	Non-Pallet (own)	Non-Pallet (lease)
Pathways Property	\$5,096,295	\$5,259,901	\$5,665,498

5. Tradeoffs and Considerations

Ellensburg finds itself sharing a housing crisis alongside many of its peers up and down the West Coast. Overpriced housing and a growing number of households who are either experiencing homelessness or at risk of falling into homelessness, are making homeless policy a

more prevalent and urgent challenge than the City of Ellensburg and Kittitas County have had to face in the past.

Given the nature of the problem, possible solutions to help address homelessness must work in four areas: 1) sustained, increased production of housing units at all price points, 2) increased funding for rental subsidies for poor and near-poor households, 3) expansion of services and supports for those who are currently homeless or at high-risk of becoming homeless, and 4) expansion of emergency shelter beds and new alternatives.⁷ While potential solutions must address the four areas, in this study, Ellensburg is focused on its existing emergency shelter program, and how to both optimize and expand its operation to create a place for those who most immediately need safe shelter.

Pallet Shelters

Outside of the upfront costs, there are a few considerations to highlight in the choice between Pallet Shelter products and Tuff Sheds:

Modularity: Pallet Shelter products come with portable, replaceable panels that could be moved to a new site with lower risk of damage. Additionally, the City could replace individual panels as they are damaged rather than replacing entire structures. This can help mitigate expensive potential replacement and maintenance costs that can be difficult to quantify without major speculation, but are important risk considerations.

Warranty: Pallet Shelter is an established brand that has provided units to shelters all over the country, in varying climates. In addition, the company offers a two-year warranty on structures, support with set up and maintenance, and robust customer service.

Longevity: Anecdotally, some cities have found that Tuff Sheds are not adequate for long-term use and may begin to rot or fall apart two or three years after installation. Though we have chosen to model a more conservative replacement rate for this analysis, the Tuff Sheds have a much higher risk of needing to be entirely replaced, which could greatly increase ongoing operating costs.

Flexibility: Because Pallet Shelter products can be moved from location to location, they could be repurposed if needed; for example, the shelters could be used as temporary housing in the event of a natural disaster or moved to alternative shelter sites.

Leasing vs. Owning Trailers

Leasing trailers pose significant long-term rental costs. If the City only had a short-term need for these shelters there may be a case for leasing, but in the case of a long-term, year-round operation, upfront investment in purchasing these products would save significant money in the long-term.

⁷ Ingrid Gould Ellen and Brendan O'Flaherty, *How to House the Homeless* (Russell Sage Foundation, 2010).

Appendix

Building Cost Assumptions Tables

Exhibit 12: Pallet Shelter Building Cost Assumptions

Source: ECONorthwest, Pallet Shelter

	Total units	Cost per Unit	Assembly Cost per Unit	Heat/ AC Cost per Unit	Total Cost	Notes
Shelter units	25	\$9,995	\$1,200	\$1,798	\$324,825	Assumes 64-sf pallet shelters.
Foundations and anchors	25				\$28,100	
Bedding costs		\$798	--	--	\$19,950	Includes Pallet Shelter beds, mattresses, and sleeping bags.
Staff offices	1	\$12,995	\$1,200	\$1,798	\$15,993	Assumes use of a 100-sf pallet shelter.
Community rooms	1	\$39,999	\$5,000	Included	\$44,999	
Showers/ bathrooms	3	\$44,995	Included	Not included	\$134,985	Includes four non-ADA and two ADA units.
Storage space	1	\$2,300	\$300	\$0	\$2,300	Assumes storage shed.
Utility connections					\$91,200	No contractor required.
Total cost:					\$662,352	

Exhibit 13: Non-Pallet Building Cost Options (Ownership Option)

Source: ECONorthwest

	Total units	Cost per Unit	Assembly Cost per Unit ⁸	Heat/ AC Cost per Unit	Total Cost	Notes
Shelter units	25	\$4,000	\$300	\$1,500	\$145,000	Tuff Sheds.
Foundations and anchors	25				\$28,100	
Bedding costs	1	\$150	\$1,500	\$1,500	\$3,800	Includes cots and sleeping bags.
Staff offices	1	\$40,000	\$1,500	\$1,500	\$43,000	Assumes use of office trailer.
Community rooms	2	\$40,000	\$1,500	Not included	\$43,000	Assumes use of office trailer.
Showers/ bathrooms	1	\$25,000-\$35,000	\$1,500	Not included	\$99,500	Shower trailer includes four units, bathroom trailer includes two units.
Storage space	1	\$2,000	\$300	Not included	\$2,300	Assumes storage shed.
Utility connections					\$114,200	Includes contractor cost.
Total cost:					\$478,900	

Exhibit 14: Non-Pallet Building Cost Options (Rental Option)

Source: ECONorthwest

	Total units	Cost per Unit	Assembly Cost per Unit ⁹	Heat/ AC Cost per Unit	Total Cost per Unit	Notes
Shelter units	25	\$4,000	\$300	\$1,500	\$145,000	Tuff Sheds.
Foundations and anchors	25				\$28,100	
Bedding costs	1	\$150	\$1,500	\$1,500	\$3,800	Includes cots and sleeping bags.
Staff offices	1	\$0	\$0	\$0	\$0	Assumes leased trailer, no upfront costs.
Community rooms	2	\$0	\$0	\$0	\$0	Assumes leased trailer, no upfront costs.
Showers/ bathrooms	1	\$0	\$0	\$0	\$0	Assumes leased trailer, no upfront costs.
Storage space	1	\$2,000	\$300	Not included	\$2,300	Assumes storage shed.
Utility connections					\$114,200	Includes contractor cost.
Total cost:					\$293,400	

⁸ Assumes costs for staff and/ or contractor time to assemble units.⁹ Assumes costs for staff and/ or contractor time to assemble units.

Operating Cost Assumptions Tables

Exhibit 15: Annual Program Costs, First Year of Operation

Source: ECONorthwest, HopeSource

Expense	Cost per Year	Notes
Program and administrative costs:		
Program expenses	\$4,750	Includes office supplies, communication and educational materials.
Staffing overhead	\$19,500	Per HopeSource.
Administrative expenses	\$7,000	Includes training costs, professional fees, office furniture, computer equipment, and liability insurance.
Utilities:		
Electric	\$12,000	Estimate provided by Pallet Shelter based on the cost of providing electricity to 25 units, including electricity and heat.
Water, Sewage, Garbage	\$19,200	Estimate provided by Pallet Shelter based on the cost of utilities for 25 units.
Internet	\$2,400	
Laundry	\$5,000	Assumes water adds \$1 per load to water costs at 8-10 loads per day.
Total	\$100,750	Assumes a 3% escalation in costs each year.

Exhibit 16: Annual Staffing Costs

Source: ECONorthwest, HopeSource

Position	Hours Worked	Eligible for Benefits	Average Hourly Rate	Notes
Program Manager	Part-time	Yes	\$28.50	Per HopeSource.
Intake Specialist	Part-time	No	\$18.50	Per HopeSource.
Sleep Center Lead	Full-time	Yes	\$19.00	Per HopeSource.
Total annual staffing costs (includes benefits):			\$107,900	Assumes a 3% escalation each year.
Security costs	Contracted	No	\$65.00	Per security contracting costs in Moses Lake.
Total annual security costs:			\$152,100	Assumes a 3% escalation each year.

Exhibit 17: Annual Meal Costs

Source: ECONorthwest

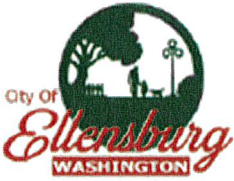
	Cost per Meal	Total Annual Cost
Breakfast	\$1.75	\$15,968
Lunch	\$0	\$0
Dinner	\$3.50	\$31,937
Total:		\$47,906¹⁰

¹⁰ Assumes a 3% escalation each year.

Exhibit 18: Wishlist Item Costs

Source: ECONorthwest

	Upfront Cost		Ongoing Yearly Cost	
	Pallet Costs	Non-Pallet Cost	Pallet Costs	Non-Pallet Cost
Heat/ AC	\$46,748	\$63,500	\$0	\$0
Laundry Onsite	\$1,500	\$1,500	\$5,732	\$5,732
Landscaping (includes pet area)	\$5,000	\$5,000	\$0	\$0
Shade structure with heaters	\$3,000	\$5,000	\$0	\$0
Kitchenette	\$2,000	\$2,000	\$0	\$0
Internet	\$0	\$0	\$2,400	\$2,400
Total:	\$58,248	\$77,000	\$8,132	\$8,132



City of Ellensburg

PROCLAMATION

National Women's History Month and International Women's Day
March 2024

Whereas, President Jimmy Carter signed a 1981 presidential proclamation designating the week of March 8 as National Women's History Week; and

Whereas, the 1987 United States Congress passed Public Law 100-9, declaring the month of March as National Women's History Month; and

Whereas, the goal of National Women's History Month is an intentioned time period to honor and celebrate women's often-overlooked social, economic, and cultural contributions to American history; and to recognize all the women who work for equity, diversity and belonging; and

Whereas, International Women's Day, first recognized by the United Nations in 1977 is a vital part of National Women's History month; and

Whereas, International Women's Day is an annual, global celebration of all women and their contributions to the cultural, social, economic, and political structures of this world, as well as recommitment from all nations to a peaceful, diverse, equitable, and inclusive world; and

Whereas, the City of Ellensburg recognizes and honors all of the women, past and present, and their significant efforts in making Ellensburg a strong and vibrant Central Washington City.

Now, therefore, the City Council of the City of Ellensburg does hereby proclaim March 2024 as Women's History Month and March 8, 2024 as International Women's Day in Ellensburg. We are grateful to all women who support this community through their daily activities and we encourage all residents to honor, celebrate, and thank these women for their efforts.

Signed this 4th day of March, 2024.


Attest:
City Clerk


Rich Elliott
Mayor



City of Ellensburg

PROCLAMATION

Irish American Heritage Month 2024

Whereas, Irish American Heritage Month began in 1991 with a Presidential Proclamation, calling upon the people of the United States to a month-long celebration of the contributions that Irish immigrants have made to the U.S.; and

Whereas, the United States, and many nations of the world, celebrate St. Patrick's Day annually on March 17 in honor of the patron saint of Ireland; and

Whereas, many Irish immigrants came to this land before this nation was founded, with the largest wave seeking refuge on our shores in the 1840s when the Great Famine ravaged Ireland; and

Whereas, across the country, these immigrants faced calloused discrimination: "No Irish Need Apply" signs were ugly reminders of the prejudice that disfigured American society at that time; and

Whereas, in spite of these hardships, Irish Americans fought valiantly in the Civil War and other conflicts to protect the freedom of all Americans and to contribute to the success of this country; and

Whereas, in 2021, 31.5 million individuals in the United States, about 9.5% of the population, claimed to be of Irish descent, including approximately 4,522 people in Kittitas County; and

Whereas, Irish immigrants and their descendants have contributed greatly to the enrichment of all aspects of life in the United States, including military and governmental service, science, education, art, agriculture, business, industry, and athletics, including 9 of the people who signed our Declaration Independence; 23 Presidents of the United States; and

Whereas, we honor the long history of the Irish and Irish Americans who settled in Kittitas County and contributed to the establishment of Ellensburg by developing farms and ranches, establishing business community in Ellensburg, supporting our educational and religious entities; and we recognize those Irish and Irish Americans who currently contribute daily to the strength and vibrancy of our diverse community.

Now, Therefore, the City Council of the City of Ellensburg does hereby proclaim March 2024 as Irish American Heritage Month in Ellensburg and encourages all residents to join in this observance by participating in celebrations and strengthening friendships and understanding with our Irish and Irish American neighbors.

Signed this 4th day of March, 2024.

Attest: 
City Clerk


Rich Elliott
Mayor



CITY OF ELLENSBURG

Minutes of City Council, Regular Meeting

Date of Meeting

February 20, 2024

Time of Meeting

7:00 PM

Place of Meeting

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

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Goodloe

1. Call to Order and Roll Call

Roll Call Present: Rich Elliott, Nancy Goodloe, Nancy Lillquist, David Miller, Delano Palmer, Joshua Thompson

Absent: Sarah Beauchamp, excused absence

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Parks & Recreation Director Case, Assistant City Engineer Mattson, Civil Engineer Maskal, Finance Director Pascoe and approximately 14 members of the public

Others present remotely via Zoom: No attendees

2. Proclamations

3. Awards and Recognitions

4. Approval of Agenda

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

5. Consent Agenda

- 5.A Approve Minutes of February 5, 2024 Regular Meeting
- 5.B Approve Minutes of February 5, 2024 Study Session
- 5.C Acknowledge Minutes of Boards & Commissions
- 5.D Approve University Way Banner Request from CASA for Child abuse Prevention Month - April 2-15, 2024
- 5.E Brookhouse Professional Services (BPS) - Change Order #4
- 5.F Authorization for the Request to the Public Works Department for Reimbursement of Work - Kittitas County Courthouse Fifth Avenue Sidewalk

Improvements

5.G Award Bid Call 2024-04 - Pfenning Road Shared Use Pathway Project

5.H Award Bid Call No. 2024-03 - 2024 City Property Groundskeeping

5.I Approve February 20, 2024 Voucher Listing

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

6. Petitions, Protests, and Communications

6.A Northwest Forest Management Plan Presentation with Commissioner Osiadacz (Public Comment Opportunity)

Kittitas County Commissioner Osiadacz started her presentation with a short video and reviewed information concerning the Plan. Council asked questions.

6.B Unity Park Construction Update

Brad Case, Parks & Recreation Director, presented an update. Grant Maskal, Civil Engineer and project manager, presented additional information concerning the project. Council asked questions of staff.

- Monica Mersinger, city resident, inquired about wheelchair access and ADA parking around the park
- Angela Lang, Ellensburg resident, asked about including the parking map with utility bills
- Teresa Plue, county resident, asked about ADA parking access
- Pat Kelleher, county resident, spoke regarding his concerns with Unity Park and downtown parking

Mayor Elliott left the meeting at 7:46 pm

7. Citizen Comment on Non-agenda Issues

- Angela Lang, Ellensburg resident, spoke regarding Craig's Hill
- Penney Whitman, Ellensburg resident, spoke regarding Craig's Hill
- Theresa Plue, county resident, spoke regarding Chapter 7 of the City Comprehensive Plan

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

9.A Proposed Ordinance 4938 –Traffic Code Revisions (Public Comment Opportunity)

Josh Mattson, Assistant City Engineer, presented information in the staff report. Council asked questions of staff.

Mayor Elliott returned to the meeting at 8:04 pm

Councilmember Miller moved to approve first reading of Ordinance 4938.

Motion Approved 6-0

10. Unfinished Business

11. New Business

11.A Preliminary Fourth Quarter 2023 Financial Status and Investment Reports (Public Comment Opportunity)

Jerica Pascoe, Finance Director, presented information for each report. Council asked questions of staff.

Councilmember Lillquist moved to accept the preliminary fourth quarter 2023 Financial Status and Investment Reports as presented. **Motion Approved 6-0**

12. Miscellaneous

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

The City Manager reviewed the report.

12.B Councilmembers' Reports (No Public Comment)

- Councilmember Goodloe attended the DEI Commission meeting, KCCOG meeting, and spoke with the Affordable Housing Commission
- Councilmember Lillquist assisted in Lodging Tax member interviews and attended the County Airport Advisory Committee meeting
- Councilmember Miller attended the Arts Commission, First Friday Artwalk venue, Finance Committee, and Transit Committee meetings. He recognized Kelle Vandenberg for her efforts with the Arts Commission
- Councilmember Palmer attended the Steer I-90 committee meeting
- Councilmember Thompson attended the Parks & Recreation and City Finance committee meetings
- Mayor Elliott attended a legislative meeting in Olympia, reported on CenterFuse, spoke regarding the upcoming KCCOG meeting and attended the EMS Council meeting

13. Executive Session

14. Adjournment

Adjourned at 8:36 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Minutes of City Council, Special Meeting

Date of Meeting

February 12, 2024

Time of Meeting

6:00 PM

Place of Meeting

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

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Goodloe.

1. Call to Order and Roll Call

Roll Call Present: Sarah Beauchamp, Rich Elliott, Nancy Goodloe, Nancy Lillquist, David Miller, Joshua Thompson

Candidates: Brian Cullinane, David Douglas, Jennifer Lubanski, Katie Nolan, Delano Palmer, Steve Townsend

Others present in person: City Manager Behrends Cerniwey, Assistant City Attorney Reiman, Deputy City Clerk Davison, Public Works and Utilities Director Lyyski, Arts and Economic Development Manager Vandenberg, Executive Assistant LaChappelle-Mathis and approximately 24 members of the public

Others present remotely via Zoom: 3 members of the public

2. Applicant Interviews

City Manager Behrends Cerniwey provided background on the vacant council position. Mayor Elliott outlined the interview process.

2.A City Council Position 3 Interviews

Council asked questions of candidates. Mayor Elliott called for a 10 minute break at 7:00 pm. Mayor Elliott restarted the meeting at 7:10 pm. Council continued questioning of the candidates.

2.B Public Comment

Penny Whitman, Ellensburg resident, asked the candidates what the City could do to develop new play opportunities for small children.

Angela Lang, Ellensburg resident, thanked the candidates for applying and invited them to a meeting at the American Legion on February 27, 2024.

2.C Executive Session (Optional) - 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.
Council declined to go into executive session.

2.D Council Discussion

Council thanked the candidates for applying and appreciated the thoughtfulness of their responses.

2.E Selection of Candidate

Mayor Elliott outlined the voting process with paper ballots. Council conducted a vote of candidates. The first vote returned:

Councilmember Thompson: Brian Cullinane

Councilmember Beauchamp: Delano Palmer

Councilmember Goodloe: Delano Palmer

Councilmember Lillquist: Jennifer Lubanski

Councilmember Miller: Jennifer Lubanski

Mayor Elliott: Delano Palmer

Council narrowed the vote to three candidates, Brian Cullinane, Jennifer Lubanski, and Delano Palmer. Council conducted a second vote of those three candidates. The second vote returned:

Councilmember Thompson: Delano Palmer

Councilmember Beauchamp: Delano Palmer

Councilmember Goodloe: Delano Palmer

Councilmember Lillquist: Jennifer Lubanski

Councilmember Miller: Jennifer Lubanski

Mayor Elliott: Delano Palmer

Delano Palmer was selected to serve for Council position 3.

3. Oath of Office

The Deputy City Clerk administered the oath of office to Councilmember Palmer.

4. Board & Commission Appointments

4.A Council Board & Committee Assignments

Council discussed commission vacancies. Councilmember Palmer was appointed to the Law & Justice Council, the Kittitas County Solid Waste Advisory Committee, the Steer I-90 Coalition, and the Affordable Housing Commission

Councilmember Beauchamp will serve as the Council representative to the Lodging Tax Advisory Committee.

Staff will assist Councilmember Thompson with the Chamber of Commerce meetings.

5. Adjournment

Council adjourned the meeting at 8:27 pm.

Mayor

ATTEST: _____
Deputy City Clerk



CITY OF ELLENSBURG

Minutes of City Council, Special Meeting

Date of Meeting

February 27, 2024

Time of Meeting

6:30 PM

Place of Meeting

**American Legion
1101 E Craig Avenue
Ellensburg, WA 98926**

1. Purpose

The special meeting was scheduled due to the possibility of a quorum of councilmembers attending the "Save Craig's Hill" monthly meeting.

2. Welcome

Angie Lang welcomed those present and stated the meeting would start at 6:35 pm.

3. Pledge of Allegiance

The Pledge of Allegiance was read at 6:35 pm to start the meeting. There were roughly 60 people in attendance.

Councilmembers present: Sarah Beauchamp, Nancy Goodloe, Delano Palmer, Joshua Thompson

Also present: Deputy City Clerk Davison

Absent: Rich Elliott, Nancy Lillquist, David Miller

4. Meeting Rules

Angie Lang read the meeting rules.

5. Announcements

Angie Lang detailed the goals of the Save Craig's Hill group.

6. Presentation & Photos

Angie Lang presented information and photos regarding erosion, the condition of fencing, and concrete fractures around Craig's hill and Reed Park. She stated the group would like to see more signage, lower speed limits, and possibly speed bumps.

Scott Heaverlo spoke regarding sections of the City Code pertaining to the park.

Cheryl Chance spoke concerning the stability of the water tower.

Theresa Plue discussed the geotech site review, expressed concern over the radiating cracks in the pavement, and called for a stop of the current pump project on Craig avenue.

7. 10 Minute Break

Angie Lang announced a 10 minute break at 7:11 pm.

The meeting resumed at 7:21 pm.

8. Volunteer Sheets

Angie Lang passed out volunteer sheets and detailed their purpose. She also discussed what donations were used towards.

9. Main Speaker

Attorney James Carmody spoke on behalf of the group. He stressed the importance of the history of the area and encouraged the group to continue their efforts.

10. Public Comment

Multiple speakers spoke regarding the need for additional testing on both the hill and the water tower, the condition of the trees along the hillside, and possible park grants for the City.

Legion Commander Joe Hill stated that the Legion had accepted the proposed park plan. Theresa Plue spoke about hazard mitigation and encouraged the group to take the hazard mitigation survey through the County Public Works department.

11. Silent Auction Winners

Angie Lang announced the winners of the silent auction.

12. Adjournment

Council adjourned the meeting at 8:06 pm.

Mayor

ATTEST: _____
Deputy City Clerk

CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Diversity, Equity & Inclusion

Commission Meeting

January 9, 2024

3:00 PM

Council Chambers & Zoom

1. Call to Order and Roll Call

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

Roll Call Present: Nancy Goodloe, Phil Backlund, Tylene Carnell, Kandee Cleary, Teresa Divine, Amber Hoefer, and Mayra Colazo.

Also present: Nicole Klauss, Public Information Officer (Recording Secretary); Lucinda Carnell, CWU liaison; Rhonda Schmidt, ESD liaison; Ramona Bryant, League of Women Voters; and Heidi Behrends Cerniwey, City Manager.

Commissioner Divine moved to approve an excused absence for Commissioner Mandujano. Commissioner Cleary seconded the motion. **Motion approved 6-0.**

2. Approval of the Agenda

Commissioner Carnell moved to approve the amended agenda. Commissioner Backlund seconded the motion. **Motion approved 6-0.**

3. Approval of Minutes from December 12, 2023, Meeting

Commissioner Divine moved to approve the minutes from the December 12, 2023, DEI Commission Meeting. Commissioner Cleary seconded the motion. **Motion approved 6-0.**

4. Previous Meeting Motions And To-Do List Review

A. Previous Meeting Motions: The previous meeting motions were reviewed.

B. To-Do List: The 90-day goal list was updated.

Updated 90-Day Goals:

- Plan Juneteenth event **Amber, Nancy, Teresa, and Kandee (*Amber and Teresa will be out of town, but can help plan*)**
- City will recognize Trans Day of Visibility: Highlight trans folks in our community and their contribution to Ellensburg **Tylene & Teresa**
- Develop an accessible onboarding program for new commission members (within first six months – *by end of March 2024*) **Mayra, Phil, and Nicole**
- Develop the strategies and partnerships to support diverse residents to apply to City boards to better reflect our diverse community (**combined with above**)
- CWU/City collaboration to engage students with off-campus resources **Lucinda and Nancy**

- Continue World Café conversations and expand topics of discussion **Lucinda, Nancy, Alex, and Kandee. Update: Lucinda and Nancy will work on setting next event date.**
- Develop partnerships for planning a multicultural event to celebrate the opening of Unity Park that focuses on music, food, dance, etc. **Nicole (to coordinate with staff), Phil, Tylene, and Alex**
- Schedule a date for a Juneteenth celebration and form a planning committee with community volunteers **Amber and Nancy**
- Explore coalition partnership idea with the Dispute Resolution Center and others **Amber, Nancy, and Phil**
- Meet with the Farmer's Market and Night Market organizers to discuss a multicultural day at the Farmers Market and possibly sponsoring vendors **Teresa, Kandee, and Mayra**
- Develop a spending plan for 2024. **Nancy**
- Put listening tour data into a document for review, and discuss how to use the data **Phil, Alex, and Mayra**

5. Liaison Reports

Lucinda Carnell reported the CWU Annual Diversity Awards event is March 7 and nominations are due by February 1. Rosa Clemente is an invited speaker this year. February is Black History Month and Raymond Santana, one of the exonerated five, is speaking at CWU on February 1.

Rhonda Schmidt said every two years the state gives students a healthy youth survey. Sixth, eighth, tenth, and twelfth graders took it and results should be available in March. It addresses issues about how students experience school. On January 2, ESD had an all-teacher training day and half was professional development around English language learners; 7% of students at ESD are receiving English language learner support.

6. Subcommittee Reports

Commissioner Colazo reported:

- The Unity Park Action Team is meeting to finalize art proposals. The groundbreaking target date is April. There will be a fence around the construction site and weatherproof community art will be on the fence.
- The Listening Tour Subcommittee is meeting January 31 to finalize the group of listening tours and the new chair.
- The next listening tour is February 1st at 11 a.m. at CWDR.

Commissioner Hoefer reported:

- She had a meeting with Kelle Vandenberg about the Arts & Equity Alliance. The group is looking for a board member. Let Hoefer or Vandenberg know if interested. They are looking for involvement from people with non-dominant identities.
- Latino Legislative Day is January 22. Register to attend in Olympia.

7. Commission Member Reports

Chair Goodloe mentioned the City Council has a vacancy and is accepting applications until February 12.

Commissioner Divine reported:

- “The Central Park Five” Documentary will be shown on January 30 in the CWU SURC Theatre at 5 p.m.
- Yakima is doing a Black History Month on the 31st so she will attend to see what they do and make connections for Juneteenth.

Commissioner Carnell reported:

- Helen House and Trans Rural Lives hosted an event at Gallery One and had 35 people attend. It was a fundraiser and opportunity to recognize stories. Trans elders (50+) shared stories with younger folks in the community.
- The safe spaces program hosted three trainings before the holidays at Gallery One, CWDR, and for faculty at the high school. Helen House will host a safe spaces training the second Tuesday of the month from 2-3:30 p.m. for businesses or organizations that can only send a few employees to training at a time. Three businesses (1 in the Upper County and two in Ellensburg) reached out to get scheduled for safe spaces training.
- KCYouth is planning a field day event for the end of the school year.
- The pizza klatch facilitator’s schedule changed so Carnell took over the event. There were 25 kids over 2 lunch periods.

8. New Business

A. Discuss Rapid Response Team

Goodloe reported the City Council made the decision to remove Zoom comments on non-agenda items, but they may reconsider it. Other ways for people to communicate with the Council include email, writing letters, or attending Council meetings to provide public comment in person. A Councilmember asked for clarification on whether the DEI Commission’s recommendation to keep virtual public comment was on non-agenda items.

There was a suggestion to submit comments and review ahead of them being read, but Goodloe said the logistics would be hard for staff.

Commissioner Carnell spoke in favor of keeping the comments on non-agenda items because any decision to limit people’s engagement with the City allows the hateful people to win. There could be legitimate concerns brought up at the meetings. Carnell asked when hate speech happens, is there a plan to create a space to talk about it to learn how someone might be impacted? A space could provide those impacted with a voice, but it also provides those who want to make change a place to get tools.

Commissioner Colazo said it is important to allow community members to bring non-agenda items to Council. Commissioner Hoefer would rather create a space for voices and disrupt harm by cutting a person off rather than limiting comments.

There was a suggestion to have the Council/Mayor say something in the moment (if hate speech occurs) such as, “We respect all individuals in our communities.”

A rapid response team could have a phone/communication tree that could set up a space to address the community it impacts. A rapid response team needs to have 1) an acknowledgement of the incident and 2) an action or next step such as a place to come together. Goodloe will have a conversation with the City manager and mayor about the rapid response team. Goodloe indicated the Commission would finalize this recommendation at the February meeting.

Klauss will draft a memo to the City Council on behalf of the DEI Commission asking them to reconsider their decision on limiting virtual comments to agenda items only.

B. Ellensburg Ally Group Discussion

The discussion was brief and tied in with item 8A. Goodloe asked how the DEI Commission can build relationships in these communities so they can respond when something happens.

9. Staff Report

Klauss reported:

- Goodloe would be attending the Affordable Housing Commission meeting on 2/7/24 at 4:30 p.m. in the Council Chambers for an introduction and one additional member could attend
- A reminder to check City emails; if you are having access issues, connect with IT.
- Attendance resets this month. A member could be removed if three or more unexcused absences at regular meetings in a calendar year. Requests for excused absences from regular meetings should be submitted for inclusion as Board or Commission agenda items by emailing Nicole or Nancy, preferably prior to the absence. You can also make requests at the meeting prior to your scheduled absence.
- EPD Safety Survey is live. Printed copies are available at City facilities in English and Spanish.
- Next meeting we will have Jeremy Johnston from Community Development here to talk about the next round of Comprehensive Plan amendments, including the DEI Chapter. Please review chapter ahead of the meeting.
- Klauss out Jan. 10-16, 2024.

12. Preview Next Meeting February 13, 2024

- Jeremy Johnston Comprehensive Plan Amendments
- Discussion about when to release 2024 grants

Meeting adjourned at 4:18 p.m.
Nicole Klauss
Drafted: January 18, 2024
Approved: February 13, 2024

**Parks & Recreation Advisory Commission
Meeting Minutes – November 8, 2023**

DATE OF MEETING:	November 8, 2023
MEMBERS PRESENT:	Nikki Pollock, Frana Milan (remote), Nick Zentner, Ali Brown (remote), Casey Fiske (remote), Marion Elliot, Jackie Adams
OTHERS PRESENT:	Parks & Recreation Director Case, City Manager Heidi Behrends Cerniwey, approximately 45 members of the public
LOCATION:	Meeting was held in the City Council Chambers and Remotely

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

MEETING MINUTES – Minutes from the October 11, 2023 meeting were approved as submitted.

UNFINISHED BUSINESS

Reed Park Master Plan Recommendation –Staff reviewed with Commission Reed Park Plan Option A, the preferred plan for consideration. This plan most closely mirrors the current layout of Reed Park, while creating a pedestrian path, flush restrooms and seating areas.

The Commission opened the floor for public testimony on the Reed Park Plan Option A. Most of the community feedback focused on not making any changes to the overlook parking, preserving the parking near the American Legion, safety concerns about the location of the park restroom, concerns that the Commission and City weren't following the 1933 deed restrictions, and a continued general desire for the City not make any changes to the park.

A motion and second was made to the recommend adoption of concept plan A noting the Commissions concern with trees being planted on the edge of the viewpoint.

Motion passed 6-0 with one abstention.

Rotary Park Master Plan Recommendation

Staff reviewed the Rotary Park the preferred final plan. The Commission voiced some concerns over the field turf soccer and baseball/softball infields, specifically the use of crumb rubber infill.

The Commission passes a motion approving the Rotary Park Master Plan with a request to review options for the field turf.

STAFF REPORTS

1. Parks have been winterized, portable restrooms will be placed over the winter at the following parks; West Ellensburg, Rotary, North Alder, Mt. View, McElroy, and the skatepark.
2. The Unity Park project is out to bid.

Meeting adjourned at 7:32pm.



CITY OF ELLENSBURG

Minutes of Public Transit Advisory Committee, Regular Meeting

Date of Meeting

January 16, 2024

Time of Meeting

3:30 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

1.A Call to Order and Roll Call.

Council member Miller called the meeting to order at 3:34 pm.

The following members attended the PTAC Meeting in person or virtually:
David Miller, Amy Spitznas, Jim Hurson, Charles Johnson, Joey Bryant.

Also in attendance were:

Betsy Dunbar - COE, Keiko Walsh - HopeSource, Spencer Klewin -
HopeSource

2. Approval of Agenda

2.A Approval of the January 16, 2024 PTAC Agenda

Council member Spitznas motioned to approve the January 16, 2024 PTAC
Agenda.

Motion carried. 5-0

3. Approval of Minutes

3.A Approval of the December 19, 2023 PTAC Minutes

Council member Spitznas motioned to approve the December 19, 2023, PTAC
Meeting Minutes.

Motion carried. 5-0

4. Guest Speakers

4.A No Guest Speakers

5. Follow Up Items

5.A No Follow Up Items

6. Ridership Stats

6.A December 2023 Ridership Stats

December 2023 Ridership Stats were shared with the group.

7. Agenda Items

7.A No Agenda Items

8. Transit Marketing Updates

8.A Marketing Update

A brief overview of the 2024 marketing plan was shared.

9. Transit Updates

9.A Courthouse Sidewalk Project

Staff shared that the County will be partnering with the City for a new sidewalk on 5th Avenue in front of the courthouse which will also include a bus shelter.

9.B Bus Schedules and Maps Brochure

A draft of the new bus schedules and maps brochure was shared with the group. Committee members gave helpful suggestions and feedback.

10. Member Updates

10.A Open for Discussion if Time Permits.

No updates were shared.

11. Next PTAC Meeting

11.A Tuesday, February 20, 2024

12. Adjournment

12.A Adjourn the Meeting

The meeting adjourned at 4:23PM.



CITY OF ELLENSBURG

Minutes of Arts Commission, Regular Meeting

Date of Meeting

January 11, 2024

Time of Meeting

4:00 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

- 1.A Chair Eyre, Commissioner Blackstock, Commissioner Dougherty, Commissioner Kooser, Commissioner Oostra, Commissioner Scheffer, Commissioner Snedeker, and Council Liaison David Miller. Welcome any guest and members of the public.

Call to Order:

In Attendance: Commissioner Eyre, Commissioner Blackstock, Commissioner Kooser, Commissioner Oostra, Commissioner Scheffer, Commissioner Snedeker, Council Liaison, David Miller.

Excused: Commissioner Dougherty

2. Approval of Agenda

Motion: Move to approve the January 2024 Arts Commission Agenda

By: Commissioner Blackstock

Seconded: Commissioner Scheffer

Yes: Eyre, Kooser, Oostra, Scheffer, Snedeker, Blackstock

No: None

Abstain: None

Motion Passes: 6-0

3. Approval of Minutes

- 3.A Approval of December 2023 Art Commission Meeting Minutes

Motion: Move to approve the December 2023 Arts Commission Meeting Minutes

By: Commissioner Eyre

Seconded: Commissioner Scheffer

Yes: Kooser, Oostra, Blackstock, Snedeker, Scheffer, Eyre

No: None

Abstain: None

Motion passes: 6-0

4. Budget/Financial Report

- 4.A No budget report for January

5. New Business

- 5.A Poet Laureate 2024 Update with Marie Marchland
Guest: Poet Laureate, Marie Marchland reviewed upcoming 2024 poetry events for March, April, and May. National Poetry month is in April. Events include an open poetry mic night, the Walking Chapbook project, and a poetry nature walk in May with KEEN. Commissioner Kooser suggested that we work with Ellensburg Community Radio (ECR) to promote and broadcast these events on the radio.
- 5.B T-Mobile Hometown Grant Opportunity--Staff
Commissioner Eyre and Commissioner Scheffer will review with staff. Update moved to February agenda.

6. Unfinished Business

- 6.A Hosey Art Update--Alex
No further updates until Spring due to weather.
- 6.B Potential Future Mural--Whippel Park--Jerry
Correction: Wippel Park. No update at this time.
- 6.C Poet Laureate Contract Updates--Jeff/Alex/Staff
No updates at this time.

7. Subcommittee Business

7.A

1. Ellensburg Arts & Cultural Alliance: Alex/Jeff
 2. Funding: Jerry/Jill
 3. Public Art: Alex/Jerry
 4. Advocacy/Public Relations: Brian/Jeff
 5. Art Walk: Courtney/Jill/Erin
-
1. Ellensburg Arts & Cultural Alliance: No update at this time.
 2. Funding: Meeting next week.
 3. Public Art: No updates at this time.
 4. Advocacy/Public Relations: Creating PR for 2024 Art Commission Project Grants. Waiting for all signed contracts to be returned prior to PR going out.
 5. Art Walk: Motion: Move to approve Art Walk 25th Anniversary logo and printing at Fast Lane Signs.
By:Commissioner Eyre
Seconded:Commissioner Blackstock

Yes:Oostra, Kooser, Snedeker, Scheffer, Blackstock, Eyre
No: None

Abstain: None
Motion Passes: 6-0

8. Citizen Comment

No citizen comment

9. Staff Update/Discussion Items

9.A Staff Updates
See staff report in agenda packet

10. Commission Representative Update

No updates

11. Adjournment

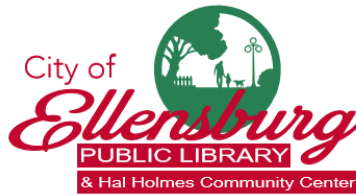
Meeting adjourned at 4:41 pm

CITY OF ELLENSBURG

Date of Meeting:

Time of Meeting:

Place of Meeting:



LIBRARY BOARD

January 9, 2024

4:30 p.m.

City Hall

Marty Blackson, Chair, term expires December 31, 2027

Loretta Gray, Secretary, term expires December 31, 2027

Mary Holmgren, term expires December 31, 2026

Andreina Delgado, term expires December 31, 2023

Melina Meador, term expires December 31, 2024

Mary James, term expires December 31, 2027

Vacant, term expires December 31, 2026

I. CALL TO ORDER

Blackson called the meeting to order at 4:30 p.m.

II. ATTENDANCE

PRESENT: Marty Blackson, Loretta Gray, Mary James, Melina Meador

COUNCIL LIASON: Sarah Beauchamp

ABSENT: Andreina Delgado, Mary Holmgren

VISITOR: None

STAFF: Josephine Camarillo

III. APPROVAL OF AGENDA

Motion made by James to approve the agenda, motion seconded, **motion approved**. Motion passed 4-0.

IV. APPROVAL OF MINUTES

Motion made by James to approve the December 2023 minutes, motion seconded, **motion approved**. Motion passed 4-0.

V. CORRESPONDENCE AND CITIZEN COMMENTS/SUGGESTIONS

VI. REPORTS

A. Director's Report for December: (1) Hiring for Reference Specialist is in progress. (2) A staff appreciation event was hosted by the City Manager. (3) Staff in Adult Services have been improving access to newspapers, holding events, and assisting other areas. (4) Technical services staff continue updating the collection and taking inventory of collections. (5) Youth Services held many holiday programs and has already started planning for the Summer Reading Program. (6) Hal Holmes continues to provide space for a variety of community events. (7) Circulation is up since 2022 in all categories.

B. Budget Report: None. It hasn't been received yet.

C. Friends of the Library Report: An annual membership meeting will be held on January 16.

VII. UNFINISHED BUSINESS

- A. Plans for the Library Anniversary on January 20 were finalized.
- B. The Library Board vacancy was discussed.

VIII. NEW BUSINESS

- A. Plans for the Library Retreat were discussed. The next meeting will take place on February 16, 2024.
- B. Statistics from 2023 were reviewed.

IX. UPCOMING PROGRAMS/EVENTS

For December the following have been scheduled: (1) Noon Lunch Concert, (2) Library Book Club, (3) FOL Book Sale, (4) Library Birthday. Hal Holmes will be open during cold days.

X. UNSCHEDULED BUSINESS

XI. NEXT MEETING

Friday, February 16, 2024 at Hal Holmes

XII. ADJOURNMENT

With no further discussion, meeting adjourned by Blackson at 5:00.

Respectfully submitted,
Loretta Gray, Secretary

From: [Delano Palmer](#)
To: [Jeremy Johnston](#); [Kathy Boots](#); [Cynthia LaChappelle-Mathis](#); [Daniel Carlson](#)
Planning Commission Resignation - Delano Palmer
Subject: Wednesday, February 21, 2024 4:35:46 PM
Date:

To my fellow planning commission colleagues,

I have recently been appointed and sworn in to the city council, and therefore tender my resignation from the planning commission to serve my new duties.

I look forward to engaging with you on non-city related topics as we meet throughout the community.

Forgive the late transmission. My previous iteration apparently was not fully dispersed.

Regards,

Delano Palmer
Sent from my iPad

From: [Betsy Dunbar](#)
To: [Cynthia LaChappelle-Mathis](#)
Subject: Re: PTAC
Date: Thursday, February 22, 2024 8:41:01 AM
Attachments: [image001.png](#)
[Outlook-s53rokay.png](#)

PTAC Member Christopher King resigned from PTAC on December 19,2023. The reason for his resignation was due to graduation and getting a job in his field of study as a pilot.

Kind Regards,

Betsy Dunbar

Transit Manager | **City of Ellensburg**

Ph. (509) 925-8680

Fax: 509-223-7827

dunbarb@ci.ellensburg.wa.us

www.centraltransit.org



E-mail to and from this address may be subject to public disclosure under Washington's Public Records Act.



Meeting Date: March 4, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Microsoft Licensing Renewal
Submitted by: Ben Faubion
Department: Information Technology

Suggested Motion/Action:

Authorize the City Manager to sign the agreement with CDW-G for the City of Ellensburg's Microsoft licensing renewal.

Background/Summary:

The City of Ellensburg relies on Microsoft technologies to conduct business and support the services provided to the community. With careful analysis and consideration, the Information Technology Department, in collaboration with the City's business units, has employed Microsoft technologies that require the use of Microsoft's licensing. To continue using the licensed products from Microsoft, the City must renew the Microsoft licensing subscriptions every three years for a term of 36 months. Annually, the City must also "true-up" licensing that the city has incurred within that calendar year.

Previous Council Action:

2023 - City Council authorized the City Manager to sign the Microsoft licensing renewal.

Analysis:

The Microsoft Renewal was quoted using the Washington State DES Contract.

Financial Impact:

The total amount of the Microsoft Renewal is \$136,565.23. To cover the increased cost of the Microsoft renewal, the 2024 budget will need to be amended. The amount of the renewal exceeds the budgeted amount by \$17,432.19. To cover the increased cost, the IT budget will need to be increased by \$17,432.19 and will reduce the anticipated 2024 ending fund balance. Rates for other funds will not be increased; funding is available from prior-year savings.

Budget Adjustment: Yes

Attachments:

1. MS Renewal Quote 2024



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

BEN FAUBION,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

Quote Expiration Date: 2/29/2024

Quote valid for 30 days, subject to OEM price changes.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NSMC168	1/30/2024	MSRENEWAL2024	154225	\$136,565.23

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Core CAL Bridge for Office 365 - subscription license (1 month) - Mfg. Part#: AAA-12417-12-SLG YEAR 3 TERMS 3/1/2023-2/29/2024 Electronic distribution - NO MEDIA Contract: SVAR_WA_L_14922-02 (14922-02)	301	3880908	\$16.11	\$4,849.11
Microsoft Core CAL Bridge for Office 365 - subscription license (1 month) - Mfg. Part#: AAA-12415-12-SLG YEAR 3 TERMS 3/1/2023-2/29/2024 Electronic distribution - NO MEDIA Contract: SVAR_WA_L_14922-02 (14922-02)	10	4011242	\$19.24	\$192.40
Microsoft Entra ID P1 - subscription license - 1 user Mfg. Part#: MQM-00001-12-SLG YEAR 3 TERMS 3/1/2023-2/29/2024 Electronic distribution - NO MEDIA Contract: SVAR_WA_L_14922-02 (14922-02)	311	5430962	\$63.08	\$19,617.88
Microsoft Exchange Online Plan 2G - subscription license - 1 user Mfg. Part#: 3NS-00003-12-SLG YEAR 3 TERMS 3/1/2023-2/29/2024 Electronic distribution - NO MEDIA Contract: SVAR_WA_L_14922-02 (14922-02)	90	3069416	\$73.01	\$6,570.90
Microsoft Office 365 Advance Compliance - subscription license (1 month) -	5	4667176	\$73.01	\$365.05

QUOTE DETAILS (CONT.)

Mfg. Part#: TK7-00002-12-SLG

YEAR 3

TERMS 3/1/2023-2/29/2024

Electronic distribution - NO MEDIA

Contract: SVAR_WA_L_14922-02 (14922-02)

MS EA O365 E3 GCC FROM SA P USER

194

3764637

\$210.01

\$40,741.94

Mfg. Part#: AAA-11924-12-SLG

YEAR 3

TERMS 3/1/2023-2/29/2024

Electronic distribution - NO MEDIA

Contract: SVAR_WA_L_14922-02 (14922-02)

MS EA O365 E3 GCC P USER

117

3753337

\$247.13

\$28,914.21

Mfg. Part#: AAA-11894-12-SLG

YEAR 3

TERMS 3/1/2023-2/29/2024

Electronic distribution - NO MEDIA

Contract: SVAR_WA_L_14922-02 (14922-02)

MS EA POWER BI PRO GCC P USER

6

4385631

\$99.71

\$598.26

Mfg. Part#: DDJ-00001-12-SLG

YEAR 3

TERMS 3/1/2023-2/29/2024

Electronic distribution - NO MEDIA

Contract: SVAR_WA_L_14922-02 (14922-02)

MS EA VISIO P2 GCC P USER

2

3576069

\$136.99

\$273.98

Mfg. Part#: P3U-00001-12-SLG

YEAR 3

TERMS 3/1/2023-2/29/2024

Electronic distribution - NO MEDIA

Contract: SVAR_WA_L_14922-02 (14922-02)

Microsoft Audio Conferencing Select Dial Out - subscription license - 1 lic

311

6976615

\$0.01

\$3.11

Mfg. Part#: NYH-00001-12-SLG

Electronic distribution - NO MEDIA

Contract: SVAR_WA_L_14922-02 (14922-02)

MS EA CIS STD 2 CORE SA

48

4378882

\$35.77

\$1,716.96

Mfg. Part#: 9GA-00313-SLG

YEAR 3

TERMS 3/1/2023-2/29/2024

Electronic distribution - NO MEDIA

Contract: SVAR_WA_L_14922-02 (14922-02)

Microsoft Exchange Server - software assurance - 1 server

1

2026945

\$137.93

\$137.93

Mfg. Part#: 312-02257-SLG

YEAR 3

TERMS 3/1/2023-2/29/2024

Electronic distribution - NO MEDIA

Contract: SVAR_WA_L_14922-02 (14922-02)

Microsoft SQL Server Standard Core Edition - software assurance - 2 cores

8

2716749

\$648.10

\$5,184.80

Mfg. Part#: 7NQ-00292-SLG

YEAR 3

TERMS 3/1/2023-2/29/2024

Electronic distribution - NO MEDIA

Contract: SVAR_WA_L_14922-02 (14922-02)

Microsoft Visio Standard - software assurance - 1 user

1

2026966

\$58.63

\$58.63

Mfg. Part#: D86-01253-SLG

QUOTE DETAILS (CONT.)

Electronic distribution - NO MEDIA

Contract: SVAR_WA_L_14922-02 (14922-02)

Microsoft Visual Studio Enterprise with MSDN - software assurance - 1 user

1

3891396

\$1,077.41

\$1,077.41

Mfg. Part#: MX3-00117-SLG

YEAR 3

TERMS 3/1/2023-2/29/2024

Electronic distribution - NO MEDIA

Contract: SVAR_WA_L_14922-02 (14922-02)

Windows Enterprise - software assurance - 1 license

220

3813261

\$46.52

\$10,234.40

Mfg. Part#: KV3-00353-SLG

YEAR 3

TERMS 3/1/2023-2/29/2024

Electronic distribution - NO MEDIA

Contract: SVAR_WA_L_14922-02 (14922-02)

Microsoft Windows Remote Desktop Services - software assurance - 1 user CAL

45

2288626

\$24.22

\$1,089.90

Mfg. Part#: 6VC-01254-SLG

YEAR 3

TERMS 3/1/2023-2/29/2024

Electronic distribution - NO MEDIA

Contract: SVAR_WA_L_14922-02 (14922-02)

MS EA WIN SVR DCCORE SA MVL

32

4354663

\$136.12

\$4,355.84

Mfg. Part#: 9EA-00278-SLG

YEAR 3

TERMS 3/1/2023-2/29/2024

Electronic distribution - NO MEDIA

Contract: SVAR_WA_L_14922-02 (14922-02)

SUBTOTAL \$125,982.71**SHIPPING** \$0.00**SALES TAX** \$10,582.52**GRAND TOTAL** **\$136,565.23****PURCHASER BILLING INFO****Billing Address:**CITY OF ELLENSBURG
ACCTS PAYABLE
501 N ANDERSON ST
ELLENSBURG, WA 98926-3147
Phone: (509) 962-7204**Payment Terms:** Net 30 Days-Govt State/Local**DELIVER TO****Shipping Address:**CITY OF ELLENSBURG
BEN FAUBION
501 N ANDERSON ST
ELLENSBURG, WA 98926-3147
Phone: (509) 962-7204**Shipping Method:** ELECTRONIC DISTRIBUTION**Please remit payments to:**CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515**Sales Contact Info****Rashena Hill** | (866) 253-2510 | rashena.hill@cdwg.com**LEASE OPTIONS**

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
-----------	------------------	----------	-----------------

\$125,982.71	\$3,343.58/Month	\$125,982.71	\$3,871.45/Month
--------------	------------------	--------------	------------------

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Meeting Date: March 4, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Memorandum of Understanding (MOU) with IBEW Local 77
Regarding the Lineperson Apprenticeship Program

Submitted by: Lisa Young, HR Director

Department: Human Resources

Suggested Motion/Action:

Move to Authorize City Manager's Signature on the MOU

Background/Summary:

The Light Division of the Public Works and Utilities Department has participated in a Journeyman Lineman Apprenticeship program in the past. However, due to significant staffing shortages, the program was suspended in May 2022. The Light Division has a current employee who would like to enter the Lineman Apprenticeship program.

Previous Council Action:

Approval of the 2021-2023 Collective Bargaining Agreement with IBEW 77 and subsequent MOU's including an extension of the terms of the CBA through 12/31/2024.

Analysis:

Jordan Fallwell is the current Journeyman Meterperson for the Light Division. He has been with the City since 2019 and is in good standing. He has been assisting the Line Crew with various projects for almost two (2) years, to the extent his time and qualifications allow. Jordan has expressed an interest in entering the Journeyman Lineperson Apprenticeship Program, and his participation is supported by the Line Crew, department leadership, and the Joint Apprenticeship and Training Committee (JATC). The Meterperson position will not be back-filled at this time; therefore, Jordan will continue to serve as the Meterperson as his primary function. He will attend Apprenticeship School and gain hands-on experience with our qualified Journeyman Linepersons whenever time and staffing allow. Although he will receive credit hours for some of his previous experience, it may take him longer than normal to attain the supervised hours needed to complete the program.

Financial Impact:

Jordan will retain the Meterperson pay rate, and the Light Division budget has adequate funds to absorb the cost of Apprenticeship School; therefore, no budget adjustments are required.

Budget Adjustment: No

Attachments:

1. MOU - IBEW - Apprenticeship - 03.04.2024

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE CITY OF ELLENSBURG

AND

LOCAL #77 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

This memorandum of understanding (MOU), effective March 5, 2024 ("Effective Date") is entered into by and between the City of Ellensburg ("Employer") and Local #77 of the International Brotherhood of Electrical Workers ("Union"), with regard to the Collective Bargaining Agreement ("CBA") between the parties for the period of January 1, 2021 through December 31, 2024 (as extended via MOU effective April 17, 2023), the parties agree to the following:

WHEREAS, the City Light Utility has employed Lineworker Apprentices in the past; however, due to inadequate staffing, the City has had to temporarily pause filling the vacancy in the Apprenticeship program; and

WHEREAS, it is the City's desire to provide a positive work environment that will attract and maintain highly qualified Light Utility workers who strive for excellence in safety and service; and

WHEREAS, the City has an opportunity to grant an Apprenticeship to the current Meterperson, Jordan Fallwell, who is in good standing and would like to pursue Journey Lineperson status; and

WHEREAS, City leadership has confirmed the ability to grant the Apprenticeship through the Joint Apprenticeship and Training Committee (JATC), and to recognize previous on the job training hours and related supplemental training hours worked, as credit toward the Apprenticeship program; and

WHEREAS, the parties desire to enter into this MOU to allow Jordan Fallwell into the Apprenticeship program; and

NOW, THEREFORE, the Union and Employer agree as follows:

1. Jordan Fallwell will become a Lineworker Apprentice upon approval by the JATC, the Union, and the City, and ratified by signature of this document.
2. While Apprentices have a lower wage rate than that of a Journeyman, Jordan will maintain his current rate of pay (\$62.52/hour), which is equal to a Journeyman

Lineperson based on his current skills and experience. Future pay increases will occur per the CBA for Journeyman Meterperson, which is equal to Lineperson.

3. Jordan will only perform Apprentice work and earn Apprenticeship hours when he has completed all of his required Meterperson duties, and only when there are adequate Journeyman Lineperson's to provide the training through supervised work.
4. The Union understands and agrees that it may take longer for Jordan to complete the Apprenticeship program, as Meterperson duties will remain his primary responsibility, and the City Light Division continues to be short-staffed.
5. The Meterperson position will not be backfilled until the department has an opportunity to determine the success of the Apprenticeship; this arrangement will be reviewed by the City at least quarterly, and any changes will be discussed and mutually agreed to by both parties;
6. This MOU must be ratified by the Union and approved by the Ellensburg City Council.

Nothing in this MOU shall be construed as modifying any other terms of the CBA between the parties, except as specifically provided in this MOU. This agreement is entered into pursuant to Chapter 41.56 RCW.

The terms of this Apprenticeship have been reviewed and approved by the JATC.


Darren Larsen, Chairperson

2/21/24
Date


Tyler Carson, Secretary

2/21/24
Date

IBEW Local #77


Brian Gray, Assistant Business Manager

02/22/24
Date

For Brian Gray

The City of Ellensburg


Heidi Behrends Cerniwey, City Manager

Date

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

2-26-24
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 **4th DAY OF MARCH 2024**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Check #'s	165144	TO	165259	\$	738,270.96
EFT #'s	6709	TO	6727	\$	395,848.49
Treasure Cash					
EFT #'S	406	TO	411	\$	188,071.94
Payroll Fund					
Check #'s	96163	TO	96168	\$	15,083.94
Direct Deposits	77690	TO	77942	\$	511,117.28

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



Meeting Date: March 4, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Proposed Ordinance 4938 (Second Reading) –Traffic Code Revisions (Public Comment Opportunity)
Submitted by: Josh Mattson, Assistant City Engineer
Department: Public Works & Utilities

Suggested Motion/Action:

Move to approve second reading and adoption of Ordinance 4938.

Background/Summary:

An ordinance is required to revise regulatory signing on the city street system. The proposed ordinance reflects on-street parking revision requests from adjacent property owners and from staff for maintenance vehicle parking and revision of bicycle/motorcycle on-street parking. The proposed ordinance also contains traffic code revision requests from staff due to the completion of residential development projects and installation of a new traffic signal.

The proposed revisions and justifications are as follows:

Parking restricted – Times and days. (ECC 8.12.020):

Staff has requested the designation of the parking stall on the north side of Sixth Ave at Poplar St adjacent to the City Pool as “City Vehicle Only” from 7:00 am to 4:00 pm, Monday through Friday, for maintenance vehicle parking.

Timed Parking – Times and days. (ECC 8.14.020):

Judy Jacobs requested a revision of the timed parking in front of her RE/MAX business on the west side of Pine Street, south of Sixth Ave, from 30-minute to three-hour parking.

Jan Callahan and Marty Cramer have requested a three-hour on-street parking time limit adjacent to their business properties:

North side of Seventh Avenue from Water Street west to the first alley.

West side of Water Street from Seventh Avenue to a point 130 feet north.

Parking reserved for bicycles and motorcycles. (ECC 8.20.020)

Ken Beckley requested a review of potential vehicle utilization of the designed bicycle/motorcycle on-street parking stalls in the downtown core. Following staff review, the Downtown Parking Committee recommended conversion of four stalls to passenger vehicle parking and the remaining three stalls be converted to ATV/motorcycle use.

Loading zone established. (ECC 8.30.020)

Angela Nelson, Principal of the Ellensburg Christian School, requested adjustment of the loading zone times on the west side of Anderson Street, north of Manitoba Avenue, to coincide with student drop-off and pick-up times.

Two-way stop intersections designation – Procedures Required (ECC 8.36.040):
With growth from development on the north side of Ellensburg, add the following intersections as two-way stop control intersections:

- Ian Avenue at Ellington Street
- Twenty-Sixth Avenue at Leah Lane

Remove the two-way stop control designation for Fifth Avenue and Railroad Avenue due to the installation of the new traffic signal at this intersection.

With growth from development on the north side of Ellensburg, revise the following intersections to two-way stop control intersections:

- Chason Avenue at Ellington Street
- Chinook Avenue at Ellington Street
- Stanford Avenue at Gail Road

Stopping required at certain cross-streets (ECC 8.36.120):

With growth from development on the north side of Ellensburg, add the following intersections as stops required at certain cross-streets:

- Greenfield Avenue at Delphine Street
- Jamie Avenue and Ian Avenue
- Leah Lane at Bender Road
- Leah Lane at Greenfield Avenue

Remove intersections now designated as two-way stop control.

Previous Council Action:

First reading of Ordinance No. 4938 was held at the February 20th, 2024 regular Council meeting.

Analysis:

Staff have reviewed the proposed parking revision requests to sections 8.12.020, 8.14.020, 8.20.020, 8.30.020, 8.36.040 and 8.36.120 of the ECC and have no objections or concerns to these requests.

Staff has requested the designation of the last parking stall on the north side of Sixth Ave at Poplar St adjacent to the City Pool as “City Vehicle Only” to improve maintenance vehicle parking access to the facility during weekday working hours.

Staff and the Downtown Parking Committee agree with the request from Judy Jacobs to revise the on-street parking adjoining her RE/MAX business property along Pine Street from 30-minute to three-hour parking to improve access to her business and increase vehicle turnover.

Staff and the Downtown Parking Committee agree with the request from Jan Callahan and Marty Cramer to convert the on-street parking adjoining their business properties along Seventh Avenue and Water Street to three-hour parking to improve access to their businesses and increase vehicle turnover.

After receiving Ken Beckley's request to review potential vehicle utilization of the designed bicycle/motorcycle on-street parking stalls in the downtown core, staff found that four of the seven stalls were large enough to accommodate passenger vehicles. The Downtown Parking Committee recommended conversion of these four stalls to vehicle parking and the remaining three stalls be converted to ATV/motorcycle use due to low motorcycle utilization, rare bicycle utilization, adoption of the City's ATV ordinance allowing their use on City streets, and the smaller size of ATV's. The Environmental Commission also supported conversion of these stalls to ATV/motorcycle use.

Staff agrees with Angela Nelson, Principal of the Ellensburg Christian School, request for adjustment of the loading zone times on the west side of Anderson Street, north of Manitoba Avenue, to coincide with student drop-off and pick-up times

Staff is also recommending the revisions of traffic code to be consistent with completed residential development stop control conditions at intersections and a recently completed traffic signal installation project.

Financial Impact:

No Fiscal Impact.

Budget Adjustment: No

Attachments:

1. Ordinance 4938 - Title 8 Traffic Updates (03-04-24)

ORDINANCE NO. 4938

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO TITLE 8 “TRAFFIC” AND AMENDING SECTIONS 8.12.020, 8.14.020, 8.20.020, 8.30.020, 8.36.040, 8.36.120 AND CHAPTER 8.20 OF THE ELLENSBURG CITY CODE.

WHEREAS, City staff is requesting the restriction of parking to City vehicles only for maintenance access from 7:00 a.m. to 4:00 p.m., weekdays, for the parking stall on the north side of Sixth Ave. at the intersection with Poplar St. adjacent to the City Pool; and

WHEREAS, Judy Jacobs, owner/manager of the RE/MAX at the southwest corner of Sixth Ave. and Pine St., is requesting conversion of the on-street parking time on the west side of Pine St., just south of Sixth Ave., abutting her property, from a 30-minute limit to a three-hour limit from 8:00 a.m. to 6:00 p.m. except Sundays and holidays, and the Downtown Parking Committee concurred with this request; and

WHEREAS, Jan Callahan, owner of the building at the northwest corner of Water St. and Seventh Ave. and Marty Cramer, owner of the building immediately north of Jan Callahan’s building, are requesting a three-hour time limit for on-street parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays on the north side of Seventh Ave, just west of Water St., and on the west side of Water St., just north of Seventh Ave., abutting their properties, and the Downtown Parking Committee concurred with this request; and

WHEREAS, City staff and the Downtown Parking Committee are requesting removal of the existing downtown on-street bicycle/motorcycle parking stalls large enough for passenger vehicle use from ECC 8.20, Bicycle/Motorcycle Parking code, and the revision of bicycle/motorcycle parking to ATV/motorcycle parking, and the City has previously installed several bike racks in the downtown area; and

WHEREAS, Angela Nelson, Principal of the Ellensburg Christian School, is requesting revision of the times for the loading zone in front of the school on Anderson St. north of Tacoma Ave. to 7:30 a.m. to 8:30 a.m. and 2:30 p.m. to 3:30 p.m.; and

WHEREAS, City staff is requesting the addition of two-way stop control for the existing intersections of Ian Ave. at Ellington St. and Twenty-Sixth Ave. at Leah Lane with the completion of residential development projects; and the removal of the two-way stop control for the existing intersection of Fifth Ave. at Railroad Ave with the installation of the new traffic signal; and

WHEREAS, City staff is requesting the revision to two-way stop control for the existing intersections of Chason Ave. at Ellington St., Chinook Ave. at Ellington St., and Stanford Ave. at Gail Road with the completion of residential development projects; and

WHEREAS, City staff is requesting the addition of stopping required at certain cross-streets for the existing intersections of Greenfield Ave. at Delphine St., Jamie Ave. at Ian Ave, Leah Lane at Bender Rd., and Leah Lane at Greenfield Ave with the completion of residential development projects

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

Section 1. Section 8.12.020 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 4860, is hereby amended to read as follows:

8.12.020 - Parking restricted—Times and days.

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

Street name	Side	Location	Description
Eleventh Ave.	South	From "C" St. to "D" St.	No parking from 9:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Fifth Ave.	Both	From Water St. to Pine St.	No parking between 2:00 a.m. and 6:00 a.m.
Fifth Ave.	North	From Sprague St. to Anderson St.	No parking from 8:00 a.m. to 3:30 p.m. while school is in session.
First Ave.	South	From Ruby St. to Sampson St.	School bus parking 7:00 a.m. to 4:00 p.m. while school is in session.
Fourth Ave.	North	From Water St. to Ruby St.	No parking between 2:00 a.m. and 6:00 a.m. Monday, Wednesday, Friday and Sunday.

Street name	Side	Location	Description
Fourth Ave.	South	From Water St. to Ruby St.	No parking between 2:00 a.m. and 6:00 a.m. Tuesday, Thursday, and Saturday.
Fourteenth Ave.	Both	From Main St. to "B" St.	No parking from 9:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Helena Ave.	South	From a point 950 feet west of the centerline of Walnut St. to a point 1,309 feet west of the centerline of Walnut St.	No parking between 8:00 p.m. and 6:00 a.m.
Main St.	Both	From University Way to Fifth Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Main St.	Both	From Third Ave. to Second Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Main St.	East	From Capitol Ave. to Second Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Main St.	East	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Monday, Wednesday, Friday and Sunday.
Main St.	West	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Tuesday, Thursday and Saturday.
Pearl St.	Both	From University Way to Fifth Ave.	No parking between 2:00 a.m. and 6:00 a.m.

Street name	Side	Location	Description
Pearl St.	Both	From Third Ave. to Second Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Pearl St.	East	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Monday, Wednesday, Friday and Sunday.
Pearl St.	West	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Tuesday, Thursday and Saturday.
Pine St.	Both	From Sixth Ave. to Fifth Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Pine St.	Both	From Third Ave. to Second Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Pine St.	East	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Monday, Wednesday, Friday and Sunday.
Pine St.	East	From a point 59 feet north of the centerline of Foster Ave. to a point 119 feet north of Foster Ave.	No parking between 8:00 a.m. and 6:00 p.m. except Saturdays, Sundays and holidays.
Pine St.	West	From Fifth Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m. Tuesday, Thursday and Saturday.

Street name	Side	Location	Description
Second Ave.	South	From Pearl St. east to alley between Pearl St. and Pine St.	No parking between 8:00 a.m. and 6:00 p.m. except Saturdays, Sundays and holidays.
Seventh Ave.	Both	From Main St. to Pine St.	No parking between 2:00 a.m. and 6:00 a.m.
Seventh Ave.	North	From Pine St. to Ruby St.	No parking between 2:00 a.m. and 6:00 a.m.
Seventh Ave.	North	From Walnut St. to Chestnut St.	No parking between 2:00 a.m. and 6:00 a.m. except Sundays and holidays.
Seventh Ave.	South	From Walnut St. to Chestnut St.	No parking between 8:00 a.m. and 5:00 p.m. except Sundays and holidays.
Sixth Ave.	North	From Main St. to Pine St.	No parking between 2:00 a.m. and 6:00 a.m.
<u>Sixth Ave.</u>	<u>North</u>	<u>From the centerline of Poplar St. to a point 25 feet west.</u>	<u>City vehicle only parking between 7:00 am and 4:00 pm, Monday through Friday.</u>
Sixth Ave.	South	From Water St. to Pine St.	No parking between 2:00 a.m. and 6:00 a.m.
Tenth Ave.	North	From "B" St. to a point 105 feet west of "D" St.	No parking from 9:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.

Street name	Side	Location	Description
Third Ave.	North	From Anderson St. to Alder St.	No parking between 2:00 a.m. and 6:00 a.m.
Third Ave.	Both	From Water St. to Ruby St.	No parking between 2:00 a.m. and 6:00 a.m.
Third Ave.	North	From Anderson St. to Alder St.	No parking whenever snow exceeds two inches.
Third Ave.	North	From the centerline of entrance to Valley View Elementary to a point 167 feet west.	No parking from 7:30 a.m. to 8:30 a.m. and from 2:30 p.m. to 3:30 p.m. while school is in session.
Walnut St.	West	From 125 feet north of the centerline of Washington Ave. to Capitol Ave.	School bus parking 7:00 a.m. to 4:00 p.m. while school is in session.
Walnut St.	West	From the centerline of Washington Ave. to a point 190 feet south of the centerline of Washington Ave.	School bus parking 7:00 a.m. to 4:00 p.m. while school is in session.
Water St.	East	From Manitoba Ave. to Fifth Ave.	No parking between 2:00 a.m. and 6:00 a.m. Thursdays.
Water St.	East	From Second Ave. to Third Ave.	No parking between 2:00 a.m. and 6:00 a.m.
Water St.	West	From Manitoba Ave. to Fifth Ave.	No parking between 2:00 a.m. and 6:00 a.m. Fridays.

B. When temporary signs are erected giving notice thereof, no person shall park a vehicle at the prohibited times and days of locations as posted at the direction of the city engineer under the authority granted in WAC 308-330-265.

(Ord. 4860 § 1, 2020; Ord. 4779 § 1, 2017; Ord. 4730 § 2, 2016; Ord. 4620 § 2, 2012; Ord. 4590 § 2, 2011; Ord. 4544 § 2, 2009; Ord. 4522 § 2, 2008; Ord. 4490 § 2, 2007; Ord. 4453 § 1, 2006; Ord. 4387, 2004; Ord. 4372, 2003; Ord. 4361, 2003; Ord. 4332, 2002; Ord. 4312, 2002; Ord. 4281, 2001; Ord. 4167, 1998; Ord. 4101, 1997; Ord. 4033 § 1, 1996; Ord. 3916 § 1, 1994; Ord. 3873 § 1, 1993; Ord. 3832 § 1, 1992; Ord. 3826 § 1, 1992; Ord. 3677 § 1, 1990; Ord. 3631 § 1, 1988; Ord. 3623 § 1, 1988; Ord. 3592 § 2, 1987; Ord. 3564 § 1, 1986; Ord. 3452 § 2, 1984; Ord. 3430 § 1, 1984; Ord. 3387 § 2, 1983)

Section 2. Section 8.14.020 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4891, is hereby amended to read as follows:

8.14.020 - Timed parking—Times and days.

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

Street name	Side	Location	Timed Restriction
Alder St.	West	From centerline of Eleventh Ave. to a point 155 feet south thereof.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Capitol Ave.	North	From Ruby St. to Anderson St.	15-minute parking from 8:00 a.m. to 3:30 p.m. while school is in session.
Eleventh Ave.	North	From Alder St. to Maple St.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.

Street name	Side	Location	Timed Restriction
Eleventh Ave.	South	From the centerline of Alder St. to a point 110 feet east of centerline of Maple St.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Eleventh Ave.	South	From centerline of Alder St. to a point 135 feet west thereof.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Fifth Ave.	Both	Water St. to Main St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fifth Ave.	South	Pearl St. to the alley east of Pearl St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fifth Ave.	North	Pearl St. to Pine St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fifth Ave.	South	From alley east of Pearl St. to Pine St.	Three-hour parking from 12:00 noon to 6:00 p.m. except Sundays and holidays.

Street name	Side	Location	Timed Restriction
Fifth Ave.	South	Main St. to Pearl St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fifth Ave.	North	Main St. to the alley east of Main St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fifth Ave.	North	From centerline of Sprague St. to the alley west of Sprague St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fourth Ave.	Both	Water St. to Ruby St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Fourth Ave.	South	From Sprague St. west to the alley.	Half-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Main St.	Both	From the centerline of Third Ave. to the centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Street name	Side	Location	Timed Restriction
Main St.	West	From the centerline of Fifth Ave. to the centerline of Sixth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Main St.	East	From the centerline of Fifth Ave. to a point 121 feet north of the centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Main St.	East	From a point 236 feet north of the centerline of Fifth Ave. to the centerline of Sixth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Nanum St.	West	From a point 42 feet south of the south right-of-way of Sixth Ave. to a point 120 feet south of the south right-of-way of Sixth Ave.	Two-hour parking from 9:00 a.m. to 6:00 p.m. except Saturdays, Sundays and holidays.
Okanogan St.	East	From a point 38 feet north to north right-of-way of University Way to south right-of-way of alley between University Way and Ninth Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	East	Between two points lying 124 feet to 146 feet south of the centerline of Fifth Ave. and between two points lying 188 feet to 210 feet south of the centerline of Fifth Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.

Street name	Side	Location	Timed Restriction
Pearl St.	West	From the centerline of Fourth Ave. to the centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	East	From Fifth Ave. south to a point 124 feet south of centerline of Fifth Ave. and between two points lying 146 feet to 188 feet south of centerline of Fifth Ave. and between two points lying 210 feet to 311 feet south of centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	East	From the centerline of Fifth Ave. to the centerline of Sixth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	West	From the centerline of Fifth Ave. to a point 185 feet north.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	East	From the south right-of-way line of Third Ave. to a point 50 feet south thereof.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pearl St.	East	From a point 232 feet south of the south right-of-way line of Third Ave. south to Second Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Street name	Side	Location	Timed Restriction
Pearl St.	East	From the centerline of First Ave. to a point 175 feet north of the centerline of First Ave.	Three-hour parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pearl St.	East	From a point 175 feet north of the centerline of First Ave. to a point 200 feet north of the centerline of First Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pearl St.	West	Between two points lying 212 feet south and 172 feet south of right-of-way line of Third Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pearl St.	West	From a point 212 feet south of the south right-of-way line of Third Ave. south to the centerline of Second Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	West	From the centerline of Fourth Ave. to a point 90 feet south and from a point 115 feet south of the centerline of Fourth Ave. to the centerline of Third Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	West	Between two points lying 90 feet and 115 feet south of the centerline of Fourth Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.

Street name	Side	Location	Timed Restriction
Pearl St.	East	From the centerline of Fourth Ave. to a point 168 feet south and from a point 190 feet south of the centerline of Fourth Ave. to the centerline of Third Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	West	From the centerline of Seventh Ave. to a point 145 feet north and from the centerline of Seventh Ave. south to Sixth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pearl St.	East	Between two points lying 146 feet and 190 feet south of the centerline of Fourth Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pine St.	West	From Second Ave. to a point 160 feet south of the centerline of Second Ave.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Pine St.	Both	From the centerline of Second Ave. to the centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pine St.	Both	The twelfth space north of the centerline of Third Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.

Street name	Side	Location	Timed Restriction
Pine St.	East	The twelfth and thirteenth spaces north of the centerline of Fourth Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Pine St.	West	From the centerline of Sixth Ave. to a point 145 100 feet south.	30-minute <u>Three-hour</u> parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Pine St.	West	From the centerline of Second Ave. to the centerline of Third Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Poplar St.	East	From the centerline of Seventh Ave. 180 feet north thereof.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Ruby St.	West	From the centerline of Fifth Ave. to a point 95 feet south of Fourth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Ruby St.	East	From the centerline of Capitol Ave. to the centerline of First Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.

Street name	Side	Location	Timed Restriction
Ruby St.	West	From Third Ave. to a point 180 feet south thereof.	Three-hour parking from 8:00 a.m. to 6:00 p.m.
Sampson St.	East	From a point 40 feet south of the centerline of Capitol Ave. to 266 feet south of the centerline of Capitol Ave.	15-minute parking between 8:00 a.m. and 6:00 p.m. except Sundays and holidays.
Second Ave.	South	From Pine St. to a point 160 feet west of the centerline of Pine St.	Two-hour parking from 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Seventh Ave.	North	From Anderson St. to Walnut St.	One-hour parking from 6:00 a.m. to 6:00 p.m. except Sundays and holidays.
Seventh Ave.	South	From centerline of Chestnut St. east to the termination of the Seventh Ave. right-of-way.	Three-hour parking from 8:00 a.m. Monday and ending 8:00 a.m. Saturday, except all legal holidays.
Seventh Ave.	South	From Main St. east 120 feet to the alley.	One-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Street name	Side	Location	Timed Restriction
<u>Seventh Ave.</u>	<u>North</u>	<u>From Water St. west 120 feet to the alley.</u>	<u>Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.</u>
Sixth Ave.	North	From the centerline of Chestnut St. east to the centerline of Poplar St.	Three-hour parking from 8:00 a.m. Monday and ending 8:00 a.m. Saturday, except all legal holidays.
Sixth Ave.	North	From a point 99 feet east of the centerline of Main St. to a point 150 feet east of the centerline of Main St.	Half-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Sixth Ave.	South	From Nanum St. west 120 feet to the alley.	Two-hour parking 9:00 a.m. to 6:00 p.m. except Saturdays, Sundays and holidays.
Sixth Ave.	South	From a point 120 feet east of the centerline of Main St. to a point 118 feet west of the centerline of Pearl St.	Half-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Sixth Ave.	South	From a point 123 feet west of the centerline of Water St. to a point 120 feet east of the centerline of Main St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Street name	Side	Location	Timed Restriction
Sprague St.	East	From Fifth Ave. to a point 146 feet north of the centerline of Fifth Ave.	15-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Sprague St.	East	From a point 273 feet north of the centerline of Fifth Ave. north to Sixth Ave.	15-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Sprague St.	West	From the centerline of Fourth Ave. to a point 160 feet south of Fourth Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Sprague St.	West	From centerline of Fifth Ave. to a point 160 feet north of the centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Tacoma Ave.	North	From Water St. east to alley.	30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Third Ave.	North	Water St. to Pine St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Street name	Side	Location	Timed Restriction
Third Ave.	South	Water St. to Pearl St.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Third Ave.	South	From a point 1,080 feet east of the east curbline of Alder St. eastward 65 feet.	Half-hour parking 8:00 a.m. to 5:00 p.m. except Saturdays, Sundays and holidays.
Third Ave.	South	From Pearl St. to alley east of Pearl St.	15-minute parking from 8:00 a.m. to 6:00 p.m.
Third Ave.	South	From Pine St. west to the alley.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays.
Water St.	East	From Capitol Ave. to First Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	East	From Tacoma Ave. to a point 240 feet north of centerline of Tacoma Ave.	30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	East	From a point 140 feet north of centerline of Washington Ave. to a point 240 feet north of centerline of Washington Ave.	Two-hour parking from 8:00 a.m. to 6:00 pm. except Sundays and holidays.

Street name	Side	Location	Timed Restriction
Water St.	West	From Fifth Ave. to a point 160 feet south of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	West	From Fifth Ave. to Sixth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	East	From a point 177 feet north of centerline of Fifth Ave. to a point 217 feet north of centerline of Fifth Ave.	Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
<u>Water St.</u>	<u>West</u>	<u>From the centerline of Seventh Ave to a point 130 feet north.</u>	<u>Three-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.</u>
Water St.	West	From a point 140 feet north of centerline of Tacoma Ave. to a point 240 feet north of centerline of Tacoma Ave.	30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	West	From Tacoma Ave. to a point 140 feet south of centerline of Tacoma Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

Street name	Side	Location	Timed Restriction
Water St.	West	From Third Ave. to a point 98 feet north of centerline of Third Ave.	30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	West	From a point 250 feet south of centerline of Third Ave. to Third Ave.	30-minute parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.
Water St.	West	From Washington Ave. to First Ave.	Two-hour parking from 8:00 a.m. to 6:00 p.m. except Sundays and holidays.

(Ord. 4891 § 2, 2022; Ord. 4859 § 1, 2020; Ord. 4854 § 1, 2020; Ord. 4842 § 2, 2019; Ord. 4833 § 1, 2019; Ord. 4779 § 2, 2017; Ord. 4730 § 3, 2016; Ord. 4702 § 1, 2015; Ord. 4677 § 1, 2014; Ord. 4635 § 2, 2013; Ord. 4620 § 3, 2012; Ord. 4590 § 3, 2011; Ord. 4561 § 2, 2010; Ord. 4404, 2005; Ord. 4387, 2004; Ord. 4372, 2003; Ord. 4361, 2003; Ord. 4312, 2002; Ord. 4291, 2001; Ord. 4251, 2000; Ord. 4239, 2000; Ord. 4169, 1998; Ord. 4143, 1998; Ord. 4107, 1997; Ord. 4099, 1997; Ord. 4089, 1997; Ord. 4086, 1997; Ord. 4067 § 1, 1996; Ord. 4055 § 4, 1996; Ord. 4014 § 1, 1995; Ord. 4010 § 1, 1995; Ord. 3994 § 1, 1995; Ord. 3953 § 1, 1994; Ord. 3892 § 1, 1993; Ord. 3858 § 1, 1993; Ord. 3814 § 1, 1992; Ord. 3727 § 1, 1991; Ord. 3699 § 1, 1990; Ord. 3694 § 2, 1990; Ord. 3627 § 1, 1988; Ord. 3613 § 1, 1988; Ord. 3612 § 2, 1988; Ord. 3607 § 1, 1987; Ord. 3606 § 1, 1987; Ord. 3577 § 1, 1987; Ord. 3552 § 1, 1986; Ord. 3540 § 1, 1986; Ord. 3517 § 1, 1985; Ord. 3508 § 1, 1985; Ord. 3452 § 3, 1984; Ord. 3424 § 2, 1984; Ord. 3387 § 3, 1983)

Section 3. Chapter 8.20 of the Ellensburg City Code, as last amended by Section 7 of Ordinance 3387, is hereby amended to read as follows:

CHAPTER 8.20 - ~~BICYCLE~~ATV/MOTORCYCLE PARKING

8.20.020 - Parking reserved for ~~bicycles~~ ATVs and motorcycles.

When the following spaces are designated by appropriate signs and/or street markings, parking shall be reserved for ~~bicycles~~ ATVs and motorcycles only:

Street name	Side	Location
Fourth Ave.	Both <u>North</u>	The westernmost space between Main <u>Pearl</u> St. and Ruby <u>Pine</u> St. and <u>Pine St. and Ruby St.</u>
Pearl St.	Both <u>West</u>	The southernmost space between Third Ave. and Fourth Ave. and Fourth Ave. and Fifth Ave.
Pine St.	Both	The northernmost space between Third Ave. and Fifth Ave.

(Ord. 3387 § 7, 1983)

Section 4. Section 8.30.020 of the Ellensburg City Code, as last amended by Section 2 of Ordinance 4854, is hereby amended to read as follows:

8.30.020 Loading zone established.

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

Street name	Side	Location
Anderson St.	West	From Manitoba Ave. to Tacoma Ave. from 8:15 <u>8:30</u> a.m. to 8:45 <u>8:30</u> a.m. and from 2:45 <u>2:30</u> p.m. to 3:15 <u>3:30</u> p.m. Monday through Friday.
Fifth Ave.	South	From alley between Pearl and Pine Sts. to Pine St. from 6:00 a.m. to 12:00 noon seven days a week.
First Ave.	North	From a point 58 feet east of the centerline of Sprague St. east to the alley located between Sprague St. and

		Anderson St. from 7:30 a.m. to 8:30 a.m. and from 2:30 p.m. to 3:30 p.m. while school is in session.
First Ave.	South	From a point 141 feet west of the centerline of Sprague St. to a point 58 feet west of the centerline of Sprague St. from 7:30 a.m. to 8:30 a.m. and from 2:30 p.m. to 3:30 p.m while school is in session.
Fourth Ave.	South	From a point 130 feet east of the centerline of Sprague St. to a point 150 feet east of said centerline.
Main St.	East	From a point 121 feet north of the centerline of Fifth Ave. to a point 236 feet north of the centerline of Fifth Ave.
Manitoba Ave.	South	From a point 115 feet west of the centerline of Sprague St. to a point 137 feet west of said centerline.
Nanum St.	West	From a point 50 feet south of the south right-of-way of Sixth Ave. to a point 100 feet south of said right-of-way.
Pine St.	West	The sixth vehicular parking space south of Fourth Ave. from 8:00 a.m. to 6:00 p.m., Monday through Saturday.
Sixth Ave.	North	From a point 371 feet east of the centerline of Chestnut St. to a point 398 feet east of said centerline.
Sixth Ave.	South	From a point 50 feet east of the centerline of Water St. to a point 175 feet east of the centerline of Water St.
Third Ave.	South	From a point 910 feet east of the east side of Alder St. to a point 920 feet east of said Alder St.
Water St.	East	From a point 256 feet north of the centerline of Fifth Ave. to Sixth Ave.
Water St.	East	From a point 135 feet south of the centerline of University Way to University Way.

(Ord. 4854 § 2, 2020; Ord. 4833 § 2, 2019; Ord. 4805 § 2, 2018; Ord. 4670 § 2, 2014; Ord. 4590 § 4, 2011; Ord. 4544 § 4, 2009; Ord. 4490 § 5, 2007; Ord. 4432 § 2, 2006; Ord. 4404, 2005; Ord. 4391, 2004; Ord. 4387, 2004; Ord. 4312, 2002; Ord. 4256, 2000; Ord. 4217, 1999; Ord. 3818 §

1, 1992; Ord. 3814 § 3, 1992; Ord. 3624 § 1, 1988; Ord. 3562 § 1, 1986; Ord. 3426 § 2, 1984; Ord. 3387 § 9, 1983)

Section 5. Section 8.36.040 of the Ellensburg City Code, as last amended by Section 3 of Ordinance 4891, is hereby amended to read as follows:

8.36.040 - Two-way stop intersections designated—Procedures required.

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

Alder St. at Sanders Road

Alder St. at Third Ave.

Anderson St. at Fifth Ave.

Anderson St. at Fourth Ave.

Anderson St. at Manitoba Ave.

Anderson St. at Seventh Ave.

Anderson St. at Tacoma Ave.

Anderson St. at Third Ave.

"B" St. at Eleventh Ave.

Berry Road at Burlington Northern Railroad Tracks

Bull Road and Willow St. at Mountain View Ave.

"C" St. at Ninth Ave.

"C" St. at Tenth Ave.

Chason Ave. at Ellington St.

Chason Ave. at Gail Road

Chestnut St. at Third Ave.

Chinook Ave. at Ellington St.

Cle Elum St. at Seventh Ave.

Cle Elum St. at Sixth Ave.
Cobblefield St. at Idaho Ave.
Countryside Ave. at Airport Road
Countryside Ave. at Ellington St.
Countryside Ave. at Gail Road
Delphine St. at Eleventh Ave.
Delphine St. at Tenth Ave.
Eleventh Ave. at Columbia St.
Eleventh Ave. at Okanogan St.
Ellington St. at Bender Road
Elliot St. at Fourth Ave.
Elliot St. at Second Ave.
Elliot St. at Third Ave.
Fifth Ave. at Chestnut St.
~~Fifth Ave. at Railroad Ave.~~
First Ave. at Alder St.
First Ave. at Chestnut St.
First Ave. at Main St.
First Ave. at Maple St.
First Ave. at Pearl St.
First Ave. at Pine St.
First Ave. at Poplar St.
First Ave. at Sampson St.
First Ave. at Walnut St.
First Ave. at Water St.

Fourteenth Ave. at Columbia St.

Fourteenth Ave. at Okanogan St.

Fourteenth Ave. at Water St.

Fourteenth Ave. at Main St.

Fourth Ave. at Alder St.

Fourth Ave. at Chestnut St.

Fourth Ave. at Kittitas St.

Fourth Ave. at Lincoln St.

Fourth Ave. at Maple St.

Fourth Ave. at Ruby St.

Fourth Ave. at Walnut St.

Fourth Ave. at Water St.

Greenfield Ave. at Alder St.

Greenfield Ave. at Spar Lane

Greenfield Ave. at Water St.

Helena Ave. at Walnut St.

Helena Ave. at Alder St.

Hobert Ave. at Chestnut St.

Hobert St. at Magnolia Ave.

Ian Ave. at Ellington St.

Jackson Ave. at Pearl St.

Kittitas St. at Fifth Ave.

Kittitas St. at Third Ave.

Kittitas St. at Seventh Ave.

Kittitas St. at Sixth Ave.

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

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

Seventh Ave. at Water St.

Seventh Ave. at Wenas St.

Sixth Ave. at Anderson St.

Sixth Ave. at Chestnut St.

Sixth Ave. at Main St.

Sixth Ave. at Nanum St.

Sixth Ave. at Pacific St.

Sixth Ave. at Pearl St.

Sixth Ave. at Pine St.

Sixth Ave. at Ruby St.

Sixth Ave. at Sampson St.

Sixth Ave. at Sprague St.

Sixth Ave. at Walnut St.

Sixth Ave. at Water St.

Skyline Drive at Vista Road

Spar Lane at Idaho Ave.

Spokane Ave. at Chestnut St.

Sprague St. at Tacoma Ave.

Sprague St. at Third Ave.

Stanford Ave./Ian Ave. at Chinook Ave./Gail Ave.

Tacoma Ave. at Chestnut St.

Tacoma Ave. at Main St.

Tacoma Ave. at Pearl St.

Tacoma Ave. at Pine St.

Tacoma Ave. at Poplar St.

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

Washington Ave. at Poplar St.

Washington Ave. at Ruby St.

Washington Ave. at Sprague St.

Washington Ave. at Water St.

Water St. at Helena Ave.

Wenas St. at Fifth Ave.

White Birch Ave. at Chestnut St.

Ord. 4891 § 3, 2022; Ord. 4854 § 3, 2020; Ord. 4842 § 7, 2019; Ord. 4770 § 2, 2017; Ord. 4742 § 3, 2016; Ord. 4697 § 2, 2015; Ord. 4670 § 3, 2014; Ord. 4635 § 3, 2013; Ord. 4522 § 4, 2008; Ord. 4490 § 8, 2007; Ord. 4453 § 2, 2006; Ord. 4432 § 3, 2006; Ord. 4417 § 3, 2005; Ord. 4387, 2004; Ord. 4316, 2002; Ord. 4291, 2001; Ord. 4256, 2000; Ord. 4216, 1999; Ord. 4202, 1999; Ord. 4063 § 1, 1996; Ord. 3991 § 1, 1995; Ord. 3797 § 1, 1992; Ord. 3642 § 1, 1988; Ord. 3589 § 1, 1987; Ord. 3530 § 1, 1986; Ord. 3515 § 1, 1985; Ord. 3507 § 1, 1985; Ord. 3498 § 1, 1985; Ord. 3488 § 1, 1985; Ord. 3450 § 1, 1984; Ord. 3375 § 1, 1982; Ord. 3332 § 1, 1982; Ord. 3278 § 1, 1980; Ord. 3196 § 1, 1978; Ord. 3156 § 1, 1977; Ord. 3137 § 1, 1977; Ord. 3125 § 1, 1977; Ord. 3098 § 2, 1976; Ord. 3078 § 1, 1975)

Section 6. Section 8.36.120 of the Ellensburg City Code, as last amended by Section 5 of Ordinance 4891, is hereby amended to read as follows:

8.36.120 - Stopping required at certain cross-streets—Procedures.

Unless otherwise indicated by supplemental regulatory signage, all traffic traveling in the direction indicated and on the street specified shall first come to a complete stop before proceeding into the intersection with the cross-street specified, then enter with due caution and yield the right-of-way to all other traffic entering each such intersection on such designated cross-streets:

Direction		Street
Northbound	on	Abbey Glen Court at Idaho Ave.
Westbound	on	Acacia Lane at Chestnut St.

Direction		Street
Westbound	on	Adams St. at Ruby St.
Southbound	on	Alder St. at Capitol Ave.
Northbound	on	Anderson St. at Capitol Ave.
Southbound	on	Anderson St. at First Ave.
Northbound	on	Anderson St. at University Way
Eastbound	on	Annie Place at Ellington St.
Eastbound	on	Ashford Way at Pfenning Road
Southbound	on	"B" St. at University Way
Southbound	on	"B" St. at Fourteenth Ave.
Eastbound	on	Bender Road at Airport Road
Northbound	on	Benjamin Ln. at Twenty-Sixth Ave.
Westbound	on	Berry Road at Canyon Road
Westbound	on	Bonnie Lane at Brick Road
Westbound	on	Bluegrass Lane at Cora St.

Direction		Street
Southbound	on	Brentwood St. at Idaho Ave.
Southbound	on	Brick Road at University Way
Eastbound	on	Bridgeview Lane at Stonebridge St.
Northbound	on	Bridgewood Lane at Bluegrass Lane
Southbound	on	Brook Court at Fifteenth Ave.
Westbound	on	Brook Lane at Willow St.
Southbound	on	Brooksfield St. at Helena Ave.
Northbound	on	"C" St. at Eleventh Ave.
Southbound	on	"C" St. at University Way
Southbound	on	Canal St. at Bender Road
Eastbound	on	Canterbury Drive at Pfenning Road
Southbound	on	Canterbury Drive at Radio Road
Eastbound	on	Carriage Loop at Alder St.
Southbound	on	Cascade Court at University Way

Direction		Street
Northbound	on	Cascade St. at Dolarway Road
Westbound	on	Chason Ave. at Ellington St.
Westbound	on	Cherry Lane at Ruby St.
Southbound	on	Chestnut St. at Eighteenth Ave.
Southbound	on	Clearview Dr. at Old Highway 10
Northbound	on	Clearview Dr. at Creeksedge Way
Northbound	on	Clearview Dr. at Dry Creek Road
Southbound	on	Clearview Dr. at Creeksedge Way
Southbound	on	Cle Elum St. at Fifth Ave.
Northbound	on	Cle Elum St. at University Way
Eastbound	on	Cliff Ave. at Chestnut St.
Southbound	on	Cobblefield St. at Helena Ave.
Northbound	on	Columbia St. at Bender Road
Northbound	on	Columbia St. at Fifteenth Ave.

Direction		Street
Southbound	on	Columbia St. at Greenfield Ave.
Southbound	on	Columbia St. at University Way
Southbound	on	Cora St. at University Way
Eastbound	on	Courtney Court at Ellington St.
Northeastbound	on	Craig Ave. at Alder St.
Southwestbound	on	Craig Ave. at exit of Reed Park
Southbound	on	Cypress Ct. at Hobert Ave.
Southbound	on	Currier St. at University Way
Northbound	on	"D" St. at Eighteenth Ave.
Westbound	on	Dairy Lane at Alder St.
Southbound	on	Dandelion Ln. at Greenfield Ave.
Southbound	on	Delphine St. at Ridgeview Lane
Northbound	on	Dennis St. at Railroad Ave.
Westbound	on	Dolarway Road at University Way— SR 97 Intersection

Direction		Street
Southbound	on	Douglas St. at Mountain View Ave.
Westbound	on	Eighth Ave. at University Way
Eastbound	on	Eleventh Ave. at Alder St.
Westbound	on	Eleventh Ave. at Cora St.
Westbound	on	Eleventh Ave. at Main St.
Eastbound	on	Eleventh Ave. at Water St.
Northbound	on	Ellington St. at Chinook Road
Southbound	on	Ellington St. at Idaho Ave.
Northbound	on	Elliot St. at Fifth Ave.
Southbound	on	Elliot St. at First Ave.
Southbound	on	Enterprise Way at Dolarway Road
Westbound	on	Fifteenth Ave. at Brook Lane
Eastbound	on	Fifteenth Ave. at Wildcat Way
Eastbound	on	First Ave. at Ruby St.

Direction		Street
Eastbound	on	First Ave. at Walnut St.
Eastbound	on	Foster Ave. at Pine St.
Westbound	on	Fourteenth Ave. at Pfenning Road
Westbound	on	Fourth Ave. at Pacific St.
Eastbound	on	Fourth Ave. at Pearl St.
Eastbound	on	Fourth Ave. at Pine St.
Eastbound	on	Fourth Ave. at Railroad Ave.
Westbound	on	Fourth Ave. at Wenas St.
Westbound	on	Franklin St. at Alder St.
Southbound	on	Gail Road at Bender Road
Northbound	on	Glen Drive at 17th Ave.
<u>Westbound</u>	<u>on</u>	<u>Greenfield Ave. at Delphine St.</u>
Westbound	on	Green Parks Drive at Park Lane Ave.
Southbound	on	Green Parks Drive at Regal St.

Direction		Street
Westbound	on	Gregory Place at Bull Road
Northbound	on	Gregory Place at Mountain View Ave.
Westbound	on	Heatherstone Ct. at Gail Road
Northbound	on	Hibbs Road at Dolarway Road
Eastbound	on	Hobert Ave. at Pfenning Road
Westbound	on	Hobert Ave. at Whitman St.
Eastbound	on	Hobert Ave. at Willow St.
Eastbound	on	Idaho Ave. at Airport Road
Eastbound	on	Illinois Ave. at Water St.
Northbound	on	Indiana Drive at Illinois Ave.
Northbound	on	Iowa St. at Illinois Ave.
Southbound	on	Iowa St. at Indiana Drive
Eastbound	on	Indiana Drive at Water St.
Southbound	on	Industrial Way at Umptanum Road

Direction		Street
Westbound	on	Jackson Ave. at Main St.
Eastbound	on	Jackson Ave. at Pine St.
<u>Southbound</u>	<u>on</u>	<u>Jamie Ave. at Ian Ave.</u>
Eastbound	on	Joanna Place at Ellington St.
Westbound	on	Juniper Ave. at Chestnut St.
Eastbound	on	King Place at Regal St.
Southbound	on	Kittitas St. at First Ave.
Northbound	on	Kittitas St. at University Way
Westbound	on	Kristen Ave. at Ellington St.
Northbound	on	Lakeshore Way at Umptanum Road
Southbound	on	Lakeshore Way at Opportunity St.
Southbound	on	Landon <u>Lane</u> at Idaho Ave.
<u>Southbound</u>	<u>on</u>	<u>Leah Lane at Greenfield Ave.</u>
<u>Northbound</u>	<u>on</u>	<u>Leah Lane at Bender Road</u>

Direction		Street
Westbound	on	Lexus Lane at "B" St.
Northbound	on	Lincoln St. at Fifth Ave.
Southbound	on	Linda Lane at Fourth Ave.
Northbound	on	Locust St. at Capitol Ave.
Southbound	on	Magnolia St. at Kittitas Highway
Northbound	on	Magnolia St. at Seattle Ave.
Northbound	on	Maple St. at Eleventh Ave.
Southbound	on	Maple St. at Mountain View Ave.
Southbound	on	Maple St. at University Way
Southbound	on	McIntosh St. at Idaho Ave.
Northbound	on	Middlecrest Dr. at Creeksedge Way
Southbound	on	Middlecrest Dr. at Sunnyview Ln.
Westbound	on	Midlin Dr. at Dandelion Ln.
Westbound	on	Millstone Loop at Alder St.

Direction		Street
Westbound	on	Mountain View Ave. at Industrial Way
Westbound	on	Mt. Adams Court at Water St.
Westbound	on	Mt. Baker Court at Water St.
Westbound	on	Mt. Hood Court at Water St.
Southbound	on	Nanum St. at Fifth Ave.
Northbound	on	Nanum St. at University Way
Eastbound	on	Nineteenth Ave. at Alder St.
Eastbound	on	Ninth Ave. at "B" St.
Westbound	on	Ninth Ave. at Chestnut St.
Eastbound	on	Ninth Ave. at "D" St.
Eastbound	on	Ninth Ave. at Main St.
Northbound	on	Ohio St. at Illinois St.
Northbound	on	Okanogan St. at Fifteenth Ave.
Southbound	on	Okanogan St. at University Way

Direction		Street
Eastbound	on	Old Highway 10 at Reecer Creek Road
Eastbound	on	Olive Lane at Alder St.
Northbound	on	Opportunity St. at Umptanum Road
Northbound	on	Pacific St. at Railroad Ave.
Northbound	on	Park Lane at Helena Ave.
Northbound	on	Pearl St. at Fourth Ave.
Southbound	on	Pearl St. at Mountain View Ave.
Northbound	on	Pearl St. at Third Ave.
Northbound	on	Pearl St. at University Way
Westbound	on	Peakview Dr. at Middlecrest Dr.
Southbound	on	Peakview Dr. at Clearview Dr.
Southbound	on	Pine St. at Fifth Ave.
Southbound	on	Pine St. at Fourth Ave.
Southbound	on	Pine St. at Mountain View Ave.

Direction		Street
Northbound	on	Pine St. at University Way
Eastbound	on	Plumridge Ave. at Pfenning Road
Southbound	on	Poplar St. at Manitoba Ave.
Southbound	on	Poplar St. at Seventh Ave.
Northbound	on	Poplar St. at University Way
Eastbound	on	Sunnyview Ln. at Peakview Dr.
Northbound	on	Sunnyview Ln. at Creeksedge Way
Eastbound	on	Queen Place at Regal St.
Northbound	on	Radio Road at Brick Road
Eastbound	on	Radio Road at Pfenning Road
Eastbound	on	Rainier St. at Cora St.
Northbound	on	Ravenswood Lane at Sixteenth Ave.
Eastbound	on	Ravenswood Lane at Stonebridge St.
Northbound	on	Regal St. at Helena Ave.

Direction		Street
Southbound	on	Regal St. at Park Lane Ave.
Southbound	on	Ruby St. at Canyon Road
Southbound	on	Ruby St. at Umptanum Road
Northbound	on	Ruby St. at University Way
Southbound	on	Sampson St. at Manitoba Ave.
Westbound	on	Sanders Road at Airport Road
Westbound	on	Seattle Ave. at Chestnut St.
Eastbound	on	Second Ave. at Kittitas St.
Westbound	on	Second Ave. at Kittitas St.
Westbound	on	Second Ave. at Lincoln St.
Eastbound	on	Second Ave. at Railroad Ave.
Eastbound	on	Seventh Ave. at Pacific St.
Eastbound	on	Seventh Ave. at Railroad Ave.
Westbound	on	Seventeenth Ave. at "B" St.

Direction		Street
Westbound	on	Seventeenth Ave. at Brook Lane
Eastbound	on	Seventeenth Ave. at "D" St.
Northbound	on	Shumard St. at Spokane Ave.
Southbound	on	Shumard St. at Hobert St.
Eastbound	on	Sixth Ave. at Railroad Ave.
Eastbound	on	Sixth Ave. at Wenas St.
Westbound	on	Sixteenth Ave. at Cora St.
Eastbound	on	Sixteenth Ave. at Stonebridge St.
Eastbound	on	Sixteenth Ave. at Walnut St.
Westbound	on	Skyline Drive at Brick Road
Westbound	on	Spokane Ave. at Magnolia St.
Eastbound	on	Spokane Ave. at Maple St.
Eastbound	on	Spokane Ave. at Willow St.
Northbound	on	Sprague St. at Capitol Ave.

Direction		Street
Southbound	on	Sprague St. at Fifth Ave.
Southbound	on	Sprague St. at First Ave.
Northbound	on	Sprague St. at Fourth Ave.
Southbound	on	Sprague St. at Manitoba Ave.
Westbound	on	Stanford Ave. at Ellington St.
Northeastbound	on	Stanford Ave. at Gail Road
Northbound	on	Stonebridge St. at Bluegrass Lane
Southbound	on	Stonebridge St. at Fifteenth Ave.
Southbound	on	Sycamore at Helena Ave.
Eastbound	on	Tacoma Ave. at Maple St.
Eastbound	on	Tanglewood Ct. at Pfenning Road
Westbound	on	Tenth Ave. at Chestnut St.
Westbound	on	Tenth Ave. at Cora St.
Eastbound	on	Tenth Ave. at "D" St.

Direction		Street
Eastbound	on	Tenth Ave. at University Way
Eastbound	on	Third Ave. at Railroad Ave.
Eastbound	on	Third Ave. at Wenas St.
Westbound	on	Third Ave. at Wenas St.
Westbound	on	Thirteenth Ave. at Delphine St.
Eastbound	on	Thirteenth Ave. at Water St.
Southbound	on	Tower St. at Sanders Road
Southbound	on	Trail's Edge Drive at Illinois St.
Westbound	on	Twelfth Ave. at Main St.
Eastbound	on	Twelfth Ave. at Water St.
Westbound	on	Twenty-Eighth Ave. at Susie Ct.
Eastbound	on	Twenty-Sixth Ave. at Ellington St.
Westbound	on	Unnamed public right-of-way bordering on the north edge of the Ellensburg Inn short plat at Canyon Road
Southbound	on	Viewridge Court at Mountain View Ave.

Direction		Street
Southbound	on	Vista Road at University Way
Eastbound	on	Walnut Circle at Walnut St.
Southbound	on	Walnut St. at Fourteenth Ave.
Eastbound	on	Washington Ave. at Maple St.
Eastbound	on	Washington Ave. at Sampson St.
Westbound	on	Washington Ave. at Walnut St.
Westbound	on	Washington Ave. at Willow St.
Northbound	on	Water St. at Bender Road
Northbound	on	Water St. at Idaho Ave.
Northbound	on	Wenas St. at Third Ave.
Northbound	on	Wenas St. at University Way
Eastbound	on	Wheaton Court at Alder St.
Southbound	on	Whitman St. at Mountain View Ave.
Southbound	on	Willow St. at Brick Road

Direction		Street
Northbound	on	Willow St. at Capitol Ave.
Northwestbound	on	Yale Ct. at Stanford Ave.
Northbound	on	Yellowstone St. at Helena Ave.

(Ord. 4891 § 5, 2022; Ord. 4859 § 3, 2020; Ord. 4842 § 8, 2019; Ord. 4770 § 3, 2017; Ord. 4697 § 3, 2015; Ord. 4677 § 2, 2014; Ord. 4635 § 4, 2013; Ord. 4561 § 4, 2010; Ord. 4522 § 5, 2008; Ord. 4490 § 10, 2007; Ord. 4453 § 4, 2006; Ord. 4432 § 4, 2006; Ord. 4417 § 5, 2005; Ord. 4404, 2005; Ord. 4387, 2004; Ord. 4372, 2003; Ord. 4316, 2002; Ord. 4291, 2001; Ord. 4256, 2000; Ord. 4236, 2000; Ord. 4216, 1999; Ord. 4202, 1999; Ord. 4054 § 1, 1996; Ord. 4013 § 1, 1995; Ord. 4009 § 1, 1995; Ord. 3938 § 1, 1994; Ord. 3936 § 1, 1994; Ord. 3928 § 1, 1994; Ord. 3779 § 1, 1992; Ord. 3735 § 1, 1991; Ord. 3719 § 1, 1991; Ord. 3671 § 1, 1990; Ord. 3642 § 3, 1988; Ord. 3557 § 1, 1986; Ord. 3530 § 2, 1986; Ord. 3453 § 1, 1984; Ord. 3393 § 2, 1983; Ord. 3375 § 2, 1982; Ord. 3374 § 1, 1982; Ord. 3303 § 1, 1981; Ord. 3299 § 2, 1981; Ord. 3278 § 2, 1980; Ord. 3137 § 2, 1977; Ord. 3098 § 4, 1976; Ord. 3078 § 3, 1975)

Section 7. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) of this ordinance.

Section 8. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 9. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 4th day of March, 2024.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4938 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4938 was published as required by law.

BETH LEADER



Meeting Date: March 4, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Proposed Ordinance 4939 (first reading) - Electrical Utility Franchise Agreement with Puget Sound Energy (PSE) (Public Comment Opportunity)

Submitted by: Derek Mayo, Engineering Manager

Department: Public Works & Utilities

Suggested Motion/Action:

Move to approve first reading of Ordinance 4939, the PSE Electrical Franchise Agreement.

Background/Summary:

Ordinance 4459 was adopted by City Council in November of 2006 and granted a non-exclusive Electrical Utility Franchise and Utility Easement to PSE for a period of 15 years. The proposed Ordinance reflects a new Electrical Utility Franchise Agreement with PSE for a period of 10 years, with the ability to extend the agreement for two additional five-year terms.

Previous Council Action:

Ordinance 4459 was adopted by City Council in November of 2006 and granted an Electrical Utility Franchise and Utility Easement to PSE.

Analysis:

City Staff and PSE staff have been negotiating the proposed Ordinance for the past few years. The proposed Agreement is a complete re-write of the previous agreement and includes additional detail to better cover the specific needs of both PSE and the City of Ellensburg. There are no significant changes between the previous and proposed franchise; the new agreement provides more detail and clarity. The agreement clearly outlines the parameters of PSE's allowed use of the City's Rights of Way and outlines the parameters for future required relocation due to future conflicts with Collector and Arterial Streets, and abandonment of PSE's facilities. At the City's request, one revision in this agreement is the requirement for PSE to secure easements for potential relocation of their facilities due to future conflicts with road improvement projects for all Collector and Arterial Street projects. The previous agreement had this as a requirement of the City to secure necessary easements for PSE.

Financial Impact:

No Fiscal Impact

Budget Adjustment: No

Attachments:

1. Ordinance 4939- PSE Ellensburg Electric Franchise (first reading)

ORDINANCE NO. 4939

AN ORDINANCE OF THE CITY OF ELLENSBURG, WASHINGTON, GRANTING A NON-EXCLUSIVE ELECTRICAL UTILITY FRANCHISE TO PUGET SOUND ENERGY.

WHEREAS, Puget Sound Energy, Inc., a Washington corporation (“PSE”), is a regulated utility that provides electric power and energy to parts of unincorporated Kittitas County adjacent to the City of Ellensburg, Washington (the “City”) and within the City and elsewhere; and

WHEREAS, PSE’s electrical system provides power and energy to certain unincorporated areas surrounding the City, areas within the City, and elsewhere, and PSE requires the rights for installation, operation and maintenance of power poles and other related facilities to be located within certain public rights of way of the City; and

WHEREAS, the City, pursuant to the provisions of RCW 35A.11.020, RCW 35A.47.040 and RCW 80.32.010 has the authority to regulate power line facilities within rights-of-way of the City and to grant to PSE a utility agreement for the use thereof; and

WHEREAS, the City and PSE desire to set forth the terms and conditions by which PSE may use the rights-of-way of the City,

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

CONTENTS

Section 1.	Definitions.	3
Section 2.	Grant of Rights.	4
Section 3.	PSE’s Use and Occupancy of the Franchise Area.	5
Section 4.	Planning and Coordination.	6
Section 5.	City Use of PSE Poles in Franchise Area.	7
Section 6.	Decommissioned Facilities.....	7
Section 7.	Hazardous Substances.	9
Section 8.	Relocation of Facilities.	9
Section 9.	Undergrounding of Facilities.	10
Section 10.	Indemnification and Insurance.	10
Section 11.	Reservation of Easement in Event of Vacation.	11
Section 12.	Force Majeure.	11

Section 13.	Dispute Resolution.....	12
Section 14.	Default.	12
Section 15.	Franchise Term.	13
Section 16.	Assignment.	13
Section 17.	Miscellaneous.	13
Section 18.	Effective Date.	15

Section 1. Definitions.

1.1 Where used in this franchise (the “Franchise”), the following terms will have the meaning set forth in this Section 1. Other terms are defined elsewhere in this Franchise.

1.1.1 “City” means the City of Ellensburg, a code city of the State of Washington, and its successors and assigns.

1.1.2 “Decommissioned Pole” means a utility pole Facility that is located in the Franchise Area and is no longer needed to provide a Regulated Service.

1.1.3 “Dispute” means any and all claims, controversies or disputes arising between the Parties relating to or in connection with this Franchise.

1.1.4 “Environmental Laws” means any and all Laws relating to the protection of human health and the environment, including those relating to the generation, use, handling, transportation, storage, release, discharge or disposal of Hazardous Substances, such as the Model Toxics Control Act, chapter 70A.305 RCW.

1.1.5 “Facilities” means, collectively and as applicable, any and all of the following facilities that are owned, operated, or maintained by PSE: (i) electric transmission and distribution facilities and systems, including poles (with or without crossarms), wires, lines, conduits, cables, braces, guys, anchors and vaults, meter-reading devices and infrastructure (including advanced metering infrastructure), and communication systems; and (ii) any and all other equipment, appliances, attachments, appurtenances, and other facilities or items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located above ground or underground.

1.1.6 “Force Majeure Event” means any event or circumstance (or combination thereof) that: (i) delays or prevents performance by a Party of any of its obligations under this Franchise; (ii) is not caused by, and is beyond the reasonable control of, the affected Party; and (iii) could not have been prevented or overcome by commercially reasonable measures taken by the affected Party to avoid the effect of the event or circumstance on the affected Party’s ability to perform its obligations hereunder and to mitigate the consequences of the event or circumstance. Force Majeure Events may include the following: (a) acts of nature, including storms, epidemics, and pandemics; (b) acts of public enemies, terrorism, war, rioting, insurrection or sabotage; (c) any form of compulsory government action or change in state or federal Law; (d) accidents or other casualties causing damage, loss or delay; (e) labor disturbances, strikes, lock-outs or other industrial actions affecting the Parties or any of their contractors, subcontractors, agents or employees; (f) supply chain disruptions, shortages in materials, or similar events delaying or preventing the procurement of certain materials; and (g) delay in obtaining or denial of any regulatory consents or approvals.

1.1.7 “Franchise Area” means any and all of the roads, streets, avenues, alleys, and highways, and rights-of-way of the City as now laid out, platted, dedicated or improved; and any and all roads, streets, avenues, alleys, highways, and rights-of-way that may hereafter be laid out, platted, dedicated or improved within the limits of the City.

1.1.8 “Hazardous Substances” means any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant that is specifically designated as such and regulated by any Environmental Law.

1.1.9 “Law” means any and all federal, state or municipal law, code, statute, ordinance, rule, tariff, regulation or other requirement that is applicable to a Party or its activities under this Franchise and is accorded the full force and effect of law and is binding upon such Party.

1.1.10 “Ordinance” means Ordinance No. 4939, which sets forth the terms and conditions this Franchise.

1.1.11 “Party” means, as applicable, PSE or the City, and “Parties” means, collectively, PSE and the City.

1.1.12 “PSE” means Puget Sound Energy, Inc., a Washington corporation, and its successors and assigns.

1.1.13 “Public Improvement Project” means a capital improvement project within the Franchise Area that requires the relocation of Facilities within the Franchise Area, is funded by the City (either with its own funds or with other public monies obtained by the City for such capital improvement project), and is undertaken by the City.

1.1.14 “Regulated Service” means any utility, telecommunications, or similar service that is subject to the jurisdiction of one or more federal or state agencies that regulate the terms and conditions such service (including the Federal Energy Regulatory Commission, the Federal Communications Commission, and the WUTC).

1.1.15 “Term” means the term of this Franchise as defined in Section 15 (Franchise Term).

1.1.16 “WUTC” means the Washington Utilities and Transportation Commission, and any successor agency with jurisdiction over the terms and conditions of any energy services provided by PSE to its customers.

Section 2. Grant of Rights.

2.1 The City hereby grants to PSE the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area for the purpose of supplying, distributing, selling, and transmitting electric power and energy to customers beyond and within the corporate limits of the City, for such purposes for which energy may be used. If, during the Term of this Franchise, the City annexes any territory to the City in accordance with state Law and RCW 35A.14.900 applies to such annexation, then pursuant to RCW 35A.14.900, the Franchise Area will be deemed amended to include the annexed territory and the rights granted PSE under this Franchise will be extended to the annexed area.

2.2 This Franchise is not, and will not be deemed to be, an exclusive Franchise. This Franchise will not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area that do not interfere with PSE’s rights under this Franchise. This

Franchise will not affect the jurisdiction of the City over the Franchise Area and will not limit or constrain the exercise of the City's police powers, or prohibit or prevent the City from using the Franchise Area, in a manner that is consistent with Law and the terms and conditions of this Franchise.

2.3 PSE will exercise its rights within the Franchise Area in accordance with Law; except, that in the event of any conflict or inconsistency between any municipal law, code, statute, ordinance, rule, regulation, policy or other requirement of the City and the terms and conditions of this Franchise, the terms and conditions of this Franchise will govern and control.

2.4 This Franchise will not convey any right to PSE to install any Facilities on, under, over or across, or to otherwise use, any City-owned or City-leased properties of any kind that are located outside the Franchise Area. Further, this Franchise will not govern or apply to any Facilities located on any PSE-owned or PSE-leased properties or any easements (whether inside or outside of the Franchise Area, whether granted by a private or public entity, and whether now existing or hereafter acquired), and such Facilities are not, and will not be deemed to be, located pursuant to rights derived from this Franchise.

2.5 Facilities that were installed or maintained by PSE in accordance with a prior franchise agreement between PSE and the City, but that are not within the Franchise Area, may be maintained, repaired, and operated by PSE at the location such Facilities exist as of the Effective Date; except, that no such Facilities may be enlarged, improved, or expanded by PSE without the prior review and approval of the City pursuant to and consistent with Law.

Section 3. PSE's Use and Occupancy of the Franchise Area.

3.1 All work performed on Facilities within the Franchise Area will be accomplished in a good and workmanlike manner, by means that, to the extent practicable, minimize interference with the free passage of pedestrian, bicycle, or vehicular traffic, and by methods that allow for reasonable access to adjoining property, whether public or private. PSE will post and maintain proper barricades, flags, flaggers, lights, flares, safety devices, establishing detours as necessary, and other measures as required by Law. If any work by PSE on Facilities within the Franchise Area impairs the lateral support of the Franchise Area or adjacent properties, PSE will take such action as is reasonably necessary to restore and maintain the lateral support of the Franchise Area or such adjacent properties.

3.2 Prior to PSE engaging in any work on Facilities located within the Franchise Area, PSE will obtain all City permits required to do such work, and will, except to the extent contrary to or inconsistent with the terms and conditions of this Franchise, comply with all requirements and conditions of such permits. If Facilities within the Franchise Area are in such a condition so as to endanger the property, life, health, or safety of any individual or threaten system integrity, or are otherwise compromised, in each case as reasonably determined by PSE, PSE may take prompt action to correct the dangerous condition without first obtaining any required City permits on the condition that PSE applies for any such permit(s) as soon as reasonably practicable after taking such action. If the City discovers an emergency situation involving any Facilities, the City will promptly notify PSE, and PSE will address the emergency situation pursuant to this Section 3.2.

3.3 PSE will, after completing any installation, construction, relocation, maintenance, removal or repair of any of Facilities within the Franchise Area pursuant to this Franchise, restore the affected Franchise Area and any other City property situated within the Franchise Area that may be disturbed or damaged by such work, to at least the same condition as such area or property was in immediately prior to the applicable work. The City will not impose any fee, fine, charge, or other cost or expense on PSE for any such damage or disturbance if such restoration work is completed to the reasonable satisfaction of the City. All survey monuments which are to be disturbed or displaced by any such work will be referenced and restored consistent with Law.

3.4 PSE will have the right to cut, clear, and remove vegetation encroaching on, overhanging, or growing into Facilities within the Franchise Area so as to prevent such vegetation from coming in contact with such Facilities and to maintain safe and reliable operations of such Facilities. The exercise of such right will be subject to the City's prior approval, which will not be unreasonably withheld, conditioned, or delayed. PSE's tree trimming activities will preserve the appearance, integrity, and health of the trees to the extent reasonably possible. Except in emergency situations or as otherwise approved by the City, PSE will (i) be responsible for all debris removal from such activities and (ii) ensure such work is performed under the direction of a certified arborist.

3.5 The Parties acknowledge that PSE is subject to state and federal Laws that apply to its energy operations and that certain information related to such operations is publicly available, including by or through the WUTC. The City may review such information, including publicly available maintenance, safety, and inspection information related to Facilities, in its discretion.

Section 4. Planning and Coordination.

4.1 Each Party will exercise commercially reasonable efforts to coordinate construction work it may undertake within the Franchise Area with the other Party so as to promote the orderly and expeditious performance and completion of such work as a whole. In so doing, the Parties will undertake cooperative planning so as to promote the coordinated timing, location, and prosecution of such work within the Franchise Area. Upon the reasonable request of a Party, but not more often than annually (unless otherwise agreed upon by the Parties), the Parties will meet to discuss and coordinate regarding future construction activities then being planned by either Party within the Franchise Area. Such discussions and coordination will be for informational purposes only and will not obligate either Party to undertake any specific improvements or other activities within the Franchise Area.

4.2 The City may, from time to time, request:

4.2.1 copies of certain available PSE plans for potential improvements to Facilities within the Franchise Area if and to the extent such information is needed by the City for its own project planning purposes, and

4.2.2 copies of certain available maps in use by PSE showing the approximate locations of Facilities within the Franchise Area if and to the extent such information is needed by the City for specific right-of-way management purposes.

Any such request by the City must be submitted by email to Map.Request@pse.com (or by such other method as PSE may reasonably direct, from time to time) and must be reasonable in scope

and at intervals that minimize administrative burdens on both Parties. Any release of information to the City pursuant to this Section 4.2 will be subject to PSE's prior approval, which will not be unreasonably withheld. Any information provided by PSE pursuant to this Section 4.2 will be for informational purposes only and will not obligate PSE to undertake any specific improvements or other activities within the Franchise Area, or be construed as a proposal to undertake any specific improvements or other activities within the Franchise Area. PSE does not warrant the accuracy of any information provided pursuant to this Section 4.2 and, to the extent the locations of Facilities are shown in any such information, such Facilities are shown in their approximate locations. Further, notwithstanding anything in this Franchise to the contrary, PSE will have no obligation to disclose any records, documents, or other information that, in PSE's reasonable discretion: (i) are financial, commercial, or proprietary in nature, or (ii) constitute critical energy infrastructure information as regulated under the Federal Power Act, 16 U.S.C. § 791, et seq.

4.3 If either Party causes an excavation to be made within the Franchise Area, the Party causing such excavation will afford the other Party an opportunity to use such excavation if the Party causing such excavation: (i) receives a written request from the other Party to do so, (ii) such joint use would not unreasonably delay the work of the Party causing such excavation, and (iii) such joint use is arranged and accomplished upon terms and conditions reasonably satisfactory to the Party causing such excavation.

4.4 Nothing in this Franchise is intended (nor will be construed) to relieve either Party of its respective obligations under Law with respect to determining the location of underground utility facilities, including Facilities.

Section 5. City Use of PSE Poles in Franchise Area.

During the Term, the City and PSE may enter into one or more agreements related to the installation, operation, and maintenance of City-owned overhead facilities on PSE-owned pole Facilities within the Franchise Area. Any such agreement may address commercial and noncommercial uses of PSE's poles by the City. The City will install, operate, and maintain any such facilities at its sole risk and expense and will conduct all such activities in accordance with Law and consistent with such reasonable terms and conditions as PSE may specify from time to time (including requirements accommodating Facilities or the facilities of other parties having the right to use PSE's poles). PSE will have no obligation under Section 10 (Indemnification and Insurance) in connection with any City-owned facilities that are installed or maintained on PSE's pole Facilities. PSE will not charge the City for its use of PSE's pole Facilities pursuant to this Section 5 that is noncommercial in nature (e.g., municipal uses) and does not constitute a Regulated Service; except, that nothing herein will require PSE to bear any cost or expense in connection with any such use by the City.

Section 6. Decommissioned Facilities

6.1 As of the Effective Date, PSE and third parties having attachments of wires, devices and other equipment to PSE-owned pole Facilities located within the Franchise Area will use the National Joint Utilities Notification System ("NJUNS") as the means of providing official notice of actions required to be taken and reporting of actions taken by such third parties with respect to such attachments. To the extent consistent with Law and at the request of the City, PSE will use

commercially reasonable efforts (subject to the functional capabilities and limitations of NJUNS) to include the City as an interested party to any notification tickets submitted by PSE in NJUNS with respect to any PSE-owned pole Facilities located within the Franchise Area that are permanently no longer in use by PSE and which contain third-party attachments. The City may monitor activity associated with such third-party attachments through NJUNS.

6.2 If PSE determines that a PSE-owned pole Facility located within the Franchise Area is a Decommissioned Pole, PSE will notify the City of the same and such notice will establish the date by which such Decommissioned Pole will be removed from the Franchise Area. PSE will use commercially reasonable efforts to remove such Decommissioned Pole from the Franchise Area within one hundred-eighty (180) days after the date of such notice. If, however, upon receipt of any such notice from PSE, the City reasonably determines that such Decommissioned Pole unreasonably interferes with the free passage of pedestrian, bicycle, or vehicle traffic within the Franchise Area, the City will notify PSE of the same, and PSE will use commercially reasonable efforts to remove such Decommissioned Pole from the Franchise Area within thirty (30) days after the date of such notice from the City.

6.3 If the City reasonably determines that a PSE-owned pole Facility located within the Franchise Area is no longer in use by PSE or any authorized third-party, the City may request that PSE determine if such Facility constitutes a Decommissioned Pole. Upon receipt of such request, PSE will review the status of the Facility in question. If PSE determines such Facility to be a Decommissioned Pole, PSE will give the City notice thereof in accordance with Section 6.1. If PSE determines that such Facility is not a Decommissioned Pole, PSE will notify the City of the same, and such notice will explain the basis for making such determination. The Parties will work together to establish mutually agreeable procedures for the implementation of this Section 6.3 that achieve the right-of-way management objectives of the City in a manner that minimizes the administrative burdens on both Parties.

6.4 The Parties acknowledge that: (i) the removal of underground Facilities often causes significant disruptions to applicable rights-of-way within the Franchise Area, which may adversely impact the use of the affected Franchise Area and inconvenience the public, and (ii) an approach of decommissioning certain Facilities in place within the Franchise Area, consistent with prudent utility practice and this Franchise, could help the Parties reduce unnecessary disruptions to the Franchise Area while maintaining the Parties' respective responsibilities under this Franchise with respect to such Facilities. Accordingly, PSE may, from time to time, elect to discontinue its use of underground Facilities within the Franchise Area, and decommission such Facilities in place ("Decommissioned Underground Facilities"). In such event, PSE will notify the City of its decision to decommission such Facilities and will decommission such Facilities in place consistent with prevailing industry standards and Law. Decommissioned Underground Facilities shall, at a minimum, have the cable removed from all buried conduit. As requested by the City in accordance with Section 4.2, PSE will provide the City with maps that show the approximate location of Decommissioned Underground Facilities. In addition, for the avoidance of doubt, Decommissioned Underground Facilities within the Franchise Area remain subject to the terms and conditions of this Franchise, including Section 8 (Relocation of Facilities) and Section 10 (Indemnification and Insurance).

Section 7. Hazardous Substances.

PSE will only use Hazardous Substances within the Franchise Area incident to PSE's normal business operations, and in all cases (i) limited to such quantities as may be required in its normal business operations, (ii) used, transported or stored in accordance with prevailing industry standards and Law, and (iii) used, transported or stored only for its intended use. In the event PSE or its contractors cause an unlawful release of Hazardous Substances within the Franchise Area, PSE will notify the City within twenty-four (24) hours after its discovery of such release. PSE will act promptly to remediate such release of Hazardous Substances in accordance with federal and state Law.

Section 8. Relocation of Facilities.

8.1 Whenever the City causes a capital improvement project to be undertaken within the Franchise Area, and the City believes such project constitutes a Public Improvement Project that requires the relocation of then-existing Facilities within the Franchise Area (for purposes other than those described in Section 8.2), the City will provide to PSE, within a reasonable time prior to the commencement of such project:

8.1.1 written notice of the applicable project; and

8.1.2 reasonable plans and specifications sufficient to allow PSE to: (i) evaluate whether the proposed project constitutes a Public Improvement Project, including whether the relocation of any Facilities within the Franchise Area is necessary, and (ii) if the project is a Public Improvement Project that requires any such relocations, to develop an initial system design for such Facilities in connection with such Public Improvement Project.

After receipt of such notice and such plans and specifications, the City and PSE will work together to review the plans and specifications provided pursuant to Section 8.1.2 as well as any proposed relocation of Facilities for such Public Improvement Project. For any Facilities that must be relocated within the Franchise Area for such Public Improvement Project, PSE will perform such relocations at no charge to the City and in accordance with a schedule mutually agreed upon by the City and PSE. If the City requires the subsequent relocation of any such Facilities within five (5) years from the date of the initial relocation of such Facilities pursuant to this Section 8.1, the City will bear the entire cost of such subsequent relocation.

8.2 Whenever (i) any public or private development within the Franchise Area, other than a Public Improvement Project, requires the relocation of Facilities within the Franchise Area to accommodate such development, or (ii) the City requires the relocation of Facilities within the Franchise Area for the benefit of any person or entity other than the City, then, in such event, PSE will have the right as a condition of such relocation, to require such person or entity to make payment to PSE, at a time and upon terms and conditions acceptable to PSE, for any and all costs and expenses incurred by PSE in the relocation of such Facilities.

8.3 Any condition or requirement imposed by the City upon any person or entity, other than PSE, that requires the relocation of Facilities will be a relocation under Section 8.2 (including any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development).

8.4 For the avoidance of doubt, and notwithstanding anything to the contrary in Section 8.2 or Section 8.3, PSE will not be obligated to pay the cost of any relocation of its Facilities pursuant to this Section 8 that is required or made a condition of a private development, unless that development results in the construction, widening, or improvement of a roadway on the City's arterial/collector system. If the removal or relocation of Facilities is caused directly by an identifiable private development of property in the area, or is made for the convenience of a customer, PSE may charge and collect the reasonable expense of removal and relocation from the developer or customer. For example, PSE can recover relocation costs in connection with that portion of a road widening or realignment where the non-arterial/collector road project is adjacent to the development and is made a condition of or caused by said private development.

8.5 Nothing in this Franchise will require PSE to bear any cost or expense in connection with the location or relocation of any Facilities authorized by easement or other rights not derived from this Franchise, regardless of whether such easement or other rights are on public or private property and regardless of whether such easement or other rights extend to property within the Franchise Area. In the event that a relocation of Facilities under Section 8.1 results in PSE electing to acquire easement rights to complete the relocation, the acquisition and cost of said easement will be the responsibility of PSE.

Section 9. Undergrounding of Facilities.

PSE provides electric energy services on a non-preferential basis subject to and in accordance with tariffs on file with the WUTC. Subject to the availability of such services in accordance with such tariffs, and if, during the Term, the City directs or otherwise requires PSE to underground overhead Facilities within the Franchise Area, such undergrounding will be arranged and accomplished subject to and in accordance with applicable tariffs. For the avoidance of doubt, in the event that PSE elects to underground its existing overhead Facilities as part of a relocation pursuant to Section 8.1, as between the City and PSE, such undergrounding shall be the responsibility of PSE. This Section 9 governs all matters related to the undergrounding of PSE's overhead Facilities within the Franchise Area pursuant to this Franchise.

Section 10. Indemnification and Insurance.

10.1 PSE will indemnify and hold the City, its employees and elected officials harmless from and against any and all claims and demands made against it on account of injury or death of any person or damage to property, to the extent such injury or damage is caused by the negligence or intentional misconduct of PSE, its agents or employees in exercising the rights granted to PSE by this Franchise. In the event any such claim or demand is presented to or filed with the City, the City must promptly notify PSE thereof in writing, and PSE will have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, or to defend the same at its sole cost and expense, by attorneys of its own election. In addition, in the event any suit or action is begun against the City based upon any such claim or demand, the City must likewise promptly notify PSE thereof in writing, and PSE will have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or to defend the same at its sole cost and expense, by attorneys of its own election.

10.2 It is further specifically and expressly understood that, solely to the extent required to enforce any indemnification under this Section 10, PSE waives any immunity it may have under RCW Title 51; except, that the foregoing waiver will not in any way preclude PSE from asserting such immunity directly against any of its own employees or such employees' estates or other representatives. The waiver set forth in this Section 10.2 has been specifically negotiated by the Parties.

10.3 During the Term, PSE will maintain the following liability insurance coverages, insuring PSE and including the City as additional insured against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to PSE in this Franchise:

10.3.1 Commercial General Liability insurance with limits not less than five million dollars (\$5,000,000) per occurrence for bodily injury or death, property damage, and public liability.

10.3.2 Automobile liability for owned, non-owned and hired vehicles with a Combined Single Limit of two million dollars (\$2,000,000) for each accident.

10.3.3 Worker's compensation with statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000).

10.4 In lieu of the insurance requirements in Section 10.3, PSE may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the City's request, PSE will provide the City with reasonable written evidence that PSE is maintaining such self-insurance program.

Section 11. Reservation of Easement in Event of Vacation.

In the event the City vacates any portion of the Franchise Area containing Facilities during the Term, the City will reserve an easement for such Facilities that are located in such vacated portion of the Franchise Area in a manner consistent with the City's vacation procedures, as applicable, and at no cost to PSE. The City will give PSE advance notice of its intent to vacate any portion of the Franchise Area and will consult with PSE regarding the terms and conditions of the easement to be reserved for Facilities.

Section 12. Force Majeure.

If performance of this Franchise, or of any obligation hereunder, is prevented or substantially restricted or interfered with by reason of a Force Majeure Event, the affected Party, upon giving notice to the other Party of the Force Majeure Event and its impact on the affected Party, will be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party must use commercially reasonable efforts to avoid or remove such causes of nonperformance under this Franchise and must continue performance hereunder whenever such causes are removed.

Section 13. Dispute Resolution.

13.1 A Dispute must be resolved in accordance with the dispute resolution procedures set forth in this Section 13. A Party will notify the other Party promptly following the occurrence or discovery of a Dispute. The initial mechanism to resolve a Dispute will be by negotiation between the Parties' representatives, so designated by the Parties by notice given pursuant to this Section 13.1.

13.2 If the Parties cannot resolve a Dispute satisfactorily within fifteen (15) business days after receipt of the initial notice in accordance with Section 13.1, either Party may thereafter deliver to the other Party notice initiating the dispute resolution procedures set forth in this Section 13.2. Such notice will (i) contain a detailed description of the issues in Dispute, (ii) identify the senior officers or administrators authorized to settle the Dispute on behalf of the Party providing such notice, and (iii) propose a date or dates, not less than thirty (30) days from the date of such notice, that such officers or administrators are available for a meeting to resolve such Dispute. The recipient Party will, within ten (10) business days following receipt of notice pursuant to this Section 13.2, provide to the notifying Party a parallel schedule of availability of the recipient Party's senior officers or administrators authorized to settle the Dispute on behalf of the recipient Party. Following delivery of the respective senior officers' or administrators' schedules of availability, the senior officers or administrators so designated will engage in good-faith negotiations for a period of at least thirty (30) days after the first meeting between such officers or administrators (or such other time period as may be agreed upon by the Parties), to resolve the Dispute to the satisfaction of both Parties.

13.3 If at any time after the expiration of such thirty (30) day period (or such other time period as may be agreed upon by the Parties pursuant to Section 13.2), a Party determines that continued negotiations with the other Party will not result in a resolution of the Dispute, and if the Party reasonably believes that the other Party is in default of its obligations under this Franchise, such Party may serve upon the other Party a written order to comply with the provisions of this Franchise pursuant to Section 14 (Default).

13.4 Except as otherwise provided in Section 13.3, the Parties intend that the Parties exhaust the procedures for dispute resolution set forth in this Section 13 before a Party exercises any other right or remedy available under this Franchise.

Section 14. Default.

If PSE fails to comply with the provisions of this Franchise, the City may serve upon PSE a written order to so comply within sixty (60) days after the date on which such order is received by PSE. If PSE is not in compliance with this Franchise after expiration of such sixty (60) day period, the City may, by ordinance, declare an immediate forfeiture of this Franchise; except, that if any failure to comply with this Franchise by PSE cannot be corrected with due diligence within such sixty (60) day period (PSE's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), the time within which PSE may so comply will be extended for such time as may be reasonably necessary and so long as PSE commences promptly and diligently to effect such compliance.

Section 15. Franchise Term.

This Franchise is and will remain in full force and effect for a period of ten (10) years from and after the Effective Date (the “Term”). The Public Works Director may extend the Term for up to two (2) additional five (5) year periods if PSE requests such an extension not more than two (2) years nor less than one hundred eighty (180) days prior to the expiration of the then-current Term. If the Public Works and Utilities Director elects to extend the Term pursuant to this Section 15, the City will provide written notice of such extension to PSE prior to the end of the then-current Term.

Section 16. Assignment.

PSE will not assign this Franchise to any unaffiliated third party without the prior written consent of the City, which consent will not be unreasonably withheld. Notwithstanding the foregoing, PSE will have the right, without such notice or such written acceptance, to mortgage its rights, benefits and privileges in and under this Franchise for the benefit of bondholders.

Section 17. Miscellaneous.

17.1 Unless otherwise specifically provided by this Franchise, all notices, consents, requests, demands or other communications required or permitted by this Franchise must be in writing and given by personal delivery, email, or certified mail. All legal notices provided in connection with this Franchise, including notices relating to breach of this Franchise or a waiver of any right or obligation under this Franchise, however, must be in writing and sent to the notice address set forth in this Section 17.1 of the Party being notified. Such a notice will be deemed effective as follows: (i) if sent by certified mail with return receipt requested, upon certified receipt; (ii) if sent by a nationally recognized courier or mail service, delivery charges or postage prepaid, with delivery receipt requested, upon receipt; or (iii) if delivered personally, upon delivery.

To PSE: Puget Sound Energy
 Brandon Leyritz
 Municipal Liaison Manager
 P.O. Box 97034
 Bellevue, WA 98009

With a copy sent via email to: Municipal.Relations@pse.com

To City: City of Ellensburg
 Ryan Lyyski
 Public Works & Utilities Director
 501 N. Anderson Street
 Ellensburg, WA 98926

With a copy sent via email to: lyyskir@ci.ellensburg.wa.us

A Party may change its address for purposes of this Section 17.1 by giving written notice of such change to the other Party pursuant to this Section 17.1.

17.2 The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs. Terms defined in a given number, tense or form have the corresponding meaning when used in this Franchise in another number, tense or form. References containing terms such as “hereof,” “herein,” “hereto,” “hereinafter” and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Franchise taken as a whole. The terms “includes” or “including” will not be deemed limited by the specific enumeration of items, but will be deemed without limitation. The term “or” is not exclusive.

17.3 Any provisions of this Franchise prohibited or rendered unenforceable by any state or federal Law will be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Franchise. In such event, the remainder of this Franchise will remain valid and enforceable. Upon such determination that any term or other provision is prohibited or rendered unenforceable as described in this Section 17.3, the Parties will negotiate in good faith to modify this Franchise so as to maintain the original intent of the Parties as closely as possible in an acceptable manner to the end that rights and obligations contemplated under this Franchise are fulfilled to the greatest extent possible.

17.4 This Franchise may be amended only by a written instrument, signed by both Parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with Law. This Franchise constitutes the entire agreement between the Parties with respect to the subject matter of this Franchise, and supersedes all other prior agreements and understandings, oral and written, between the Parties, with respect to the same.

17.5 If the City elects to codify this Franchise in the Ellensburg City Code, the City will codify this Franchise in its entirety (either by providing a link to a copy of this Franchise or by including this Franchise in its entirety in the Ellensburg City Code). Any such codification will not amend or otherwise modify any of the terms or conditions of this Franchise and, in no event, will a Party's failure to comply with any terms or conditions of this Franchise constitute a breach of the Ellensburg City Code by virtue of any such codification for purposes of a Party seeking any remedies or imposing any penalties against the other Party in connection with such failure to comply. For the avoidance of doubt, if PSE or any of its employees violate the Ellensburg City Code while performing PSE's obligations under this Franchise, PSE may still be held responsible for such violation of the Ellensburg City Code in a manner that is consistent with the terms and conditions of this Franchise. This Franchise is a negotiated agreement between the Parties, and the terms and conditions of this Franchise may not be amended, modified, or otherwise altered except as expressly provided in Section 17.4. In the event of any conflict or inconsistency between the Ellensburg City Code and the terms and conditions of this Franchise, the terms and conditions of this Franchise will govern and control.

17.6 As provided by RCW 35.21.860, the City may recover from PSE actual administrative expenses incurred by the City that are directly related to receiving and approving this Franchise.

17.7 Nothing in this Franchise will be construed to create any rights or duties to any third party, nor any liability to or standard of care with reference to any third party. This Franchise will not confer any right or remedy upon any person other than the City and PSE. No action may be commenced or prosecuted against either the City or PSE by any third party claiming as a third-party beneficiary of this Franchise.

17.8 The Parties will act in good faith and use commercially reasonable efforts to carry out their respective obligations under this Franchise. The failure of either Party to insist on or enforce strict performance of any provision of this Franchise or to exercise any right or remedy under this Franchise or Law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect.

17.9 This Franchise will be governed by, subject to and construed under the laws of the State of Washington. The venue and jurisdiction over any Dispute shall be with the state and federal courts located in Kittitas County, Washington, as applicable. This Franchise is subject to the provisions of any applicable tariff on file with the WUTC or its successor. In the event of any conflict or inconsistency between the provisions of this Franchise and any such tariff, the provisions of the tariff will control.

17.10 All terms and conditions of this Franchise that must be reasonably construed to survive the expiration or termination of this Franchise in order to give full force and effect to the intent of the Parties as set forth herein will survive the expiration or termination of this Franchise, regardless of whether such survival is expressly specified herein.

Section 18. Effective Date.

The Ordinance shall be effective five (5) days after its passage, approval and publication in accordance with Laws. This Franchise will take effect as of the date of PSE's written acceptance thereof (the "Effective Date").

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 18th day of March, 2024.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4939 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4939 was published as required by law.

BETH LEADER

HONORABLE MAYOR AND CITY COUNCIL
CITY OF ELLENSBURG, WASHINGTON

In the matter of the application	)	
of Puget Sound Energy, Inc., a	)	Franchise Ordinance No. 4939
Washington corporation, for a	)	
franchise to construct, operate	)	
and maintain facilities in, upon,	)	
over under, along, across and	)	
through the franchise area of the	)	ACCEPTANCE
City of Ellensburg,	)	
Washington	)	

WHEREAS, the City Council of the City of Ellensburg, Washington, has granted a franchise to Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, by enacting Ordinance No. 4939, bearing the date of February 20, 2024; and

WHEREAS, a copy of said Ordinance granting said franchise was received by the Puget Sound Energy, Inc. on _____, 2024, from said City of Ellensburg, Kittitas County, Washington.

NOW, THEREFORE, Puget Sound Energy, Inc., a Washington corporation, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this, its written acceptance, with the City of Ellensburg, Kittitas County, Washington.

IN TESTIMONY WHEREOF said Puget Sound Energy, Inc. has caused this written Acceptance to be executed in its name by its undersigned _____ thereunto duly authorized on this ____ day of _____, 2024.

ATTEST: PUGET SOUND ENERGY, INC.

_____	By: _____
(Printed name and title)	(signed)

Copy received for City of Ellensburg
on _____, 2024

By: _____
City Clerk



Meeting Date: March 4, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2024-04 Amending the 2024 Pay Plan (Public Comment Opportunity)
Submitted by: Lisa Young, HR Director
Department: Human Resources

Suggested Motion/Action:

Move to adopt Resolution 2024-04 as presented and approve the necessary budget adjustments.

Background/Summary:

The Public Works and Utilities Department has an Engineering Intern approved in the 2023-2024 biennial budget; however, the position was not filled in 2023, so it was not included in Resolution 2023-31, adopting the 2024 Fiscal Year Pay Plan. The department is ready to fill the position this year.

Likewise, the Information Technology (IT) Department has an IT Business Analyst position approved in the 2023-2024 biennial budget. Recruitment for this position has been difficult, in part because the requirements of the position include knowledge and skills in both IT and Finance. This Resolution establishes an entry-level IT Business Analyst I with a lower pay rate, and the existing position will be re-titled to IT Business Analyst II and will maintain the current pay rate. In addition to adding the entry-level position, Management would like to add a second IT Business Analyst to the budget to assist in addressing the remaining issues with the billing software implementation, as well as to assist with preparation for future technology needs.

The Finance Department has identified the need to add one (1) full-time equivalent (FTE) to their budget as a result of the new utility billing system implementation and necessary department coverage. There is no associated position listed in Resolution 2024-04 because the additional position will be covered by the OPEIU Collective Bargaining Agreement.

Previous Council Action:

Approval of Resolution 2023-31, the 2024 Pay Plan

Analysis:

The IT Business Analyst position has been vacant since May 2023. This was originally a position in the Finance Department, but with the addition of an IT Director, and the technology skills and experience required of the position, Management determined the position would be better suited in IT, but the focus of responsibility is still finance software and processes. Due to the difficulty the City has had filling the position, HR, IT, and Finance have developed a plan to shift the recruitment strategy to focusing on internal candidates

who may have the baseline skills and knowledge to grow into the position. In addition, there continues to be excess workload resulting from the recent utility billing software implementation, and the City has identified other technology needs that will require additional staff. This resolution will create a second IT Business Analyst position, which will assist with the existing software projects, and will begin the auditing, clean-up, and the necessary data entry into existing systems to be more efficient during future software transitions.

Financial Impact:

The addition of the Engineering Intern for the Public Works and Utilities Department will be budget neutral, as it was already included in the 2023-2024 biennial budget.

A budget adjustment will be required for the second IT Business Analyst position. If hired at Step 1 of the wage scale, the financial impact (base wages only), will be \$62,568 for the remainder of 2024 with an April 1, 2024 start date.

A budget adjustment will also be required for the additional FTE for the Finance Department as a result of the new utility billing system implementation and necessary department coverage. This may be accomplished by adding one (1) full-time employee, or two (2) additional part-time employees, or increasing the two current part-time employees to full-time. The estimated cost for the remainder of 2024 will be \$75,747. These costs spread out to the different utility funds based on the 2024 cost allocation.

Budget Adjustment: Yes

Attachments:

1. 2024-04 Pay Resolution Amendment for 2024 - Non-Represented Employees

RESOLUTION NO. 2024-04

A RESOLUTION amending Resolution 2023-31, the current Pay Plan for Fiscal Year 2024, to address personnel-related changes in Public Works & Utilities and Information Technology (IT).

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

WHEREAS, maintaining living wage jobs is essential to attracting and retaining quality employees; and

WHEREAS, the Public Works & Utilities Department has an Engineering Intern approved in the 2023-2024 biennial budget; however, due to staffing changes and the many projects being undertaken last year, they opted to delay the hiring of an intern, and it was not included in Resolution 2023-31 for the 2024 Pay Plan; and

WHEREAS, the IT Department has a current vacancy for IT Business Analyst which has been difficult to fill, in part due to the duties requiring a hybrid of knowledge and experience that spans both IT and Finance; and Management has now determined there is therefore a need to create an internal advancement opportunity by creating a more entry-level position, titled IT Business Analyst I, and renaming the current position IT Business Analyst II; and

WHEREAS, the 2024 Pay Ranges established by Resolution 2023-31 are included as Appendix A for reference;

WHEREAS, the City Council of said City desires to adopt such amended Pay Plan;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Resolution 2023-31 be amended as set forth herein, and that said amendments be effective March 4, 2024; and

Section 2. The compensation schedule for each non-represented position is hereby adopted as set forth below, with amendments noted in bold font.

[The remainder of this page left blank]

CLASS TITLES BY DEPARTMENT**PAY RANGE****CITY MANAGER**

TITLE	MIN	MAX	Pay Grade
City Manager	14,226	16,097	50
Assistant City Manager/City Attorney	13,541	15,321	48
Human Resources Director	10,842	12,267	39
Assistant City Attorney	9,823	11,113	35
Public Information Officer	8,470	9,582	29
Arts & Economic Development Manager	8,062	9,120	27
Human Resources Specialist	6,617	7,484	19
Executive Assistant – City Attorney/Deputy City Clerk	6,455	7,301	18
Executive Assistant – City Manager	5,706	6,454	13
Human Resources Assistant	5,706	6,454	13
Civil Service Secretary/Chief Examiner	150/mo	150/mo	n/a
Legal Intern	16.28/hr	16.28/hr	n/a

COMMUNITY DEVELOPMENT

TITLE	MIN	MAX	Pay Grade
Community Development Director	10,842	12,267	39
Building Official	8,263	9,348	28
Planning Manager	8,263	9,348	28
Building Inspector II	7,125	8,060	22
Housing & Grants Administrator	6,782	7,671	20
Building Inspector I	6,617	7,484	19

FINANCE

TITLE	MIN	MAX	Pay Grade
Finance Director	11,968	13,540	43
Assistant Finance Director	9,823	11,113	35
Utility Services Supervisor	8,470	9,582	29
Accounting Manager	8,263	9,348	28
Accountant III – Budget Officer	8,263	9,348	28
City Clerk	7,304	8,262	23
Accountant II	6,782	7,671	20

[The remainder of this page left blank]

INFORMATION TECHNOLOGY

TITLE	MIN	MAX	Pay Grade
IT Director	10,842	12,267	39
IT & Telecommunications Manager	8,899	10,068	31
IT Systems Administrator (2 positions)	7,673	8,681	25
IT Business Analyst II	7,673	8,681	25
IT Business Analyst I	6,952	7,863	21
Service Desk Specialist	5,706	6,454	13
IT Intern – Desktop Support	16.28/hr	16.28/hr	n/a

LIBRARY

TITLE	MIN	MAX	Pay Grade
Library Director	10,068	11,391	36
Librarian	5,994	6,780	15
Part-time Library Substitute*	16.28/hr	16.28/hr	n/a

**Reflects WA Minimum Wage increase of 3.4%*

PARK AND RECREATION

TITLE	MIN	MAX	Pay Grade
Parks & Recreation Director	10,068	11,391	36
Aquatic & Recreation Supervisor	6,617	7,484	19

TITLE	Steps	1	2	3
Recreation Leader – AAC/SBYC*		21.81	22.90	24.05
Recreation Leader – KVMP*		22.90	24.05	25.25

**AAC – Adult Activity Center; SBYC – Stan Basset Youth Center; KVMP – Kittitas Valley Memorial Pool*

TITLE	I	II	III	IV	V	VI
Custodian	17.09	17.94	18.84			
Recreation Aide	17.94	18.84	19.78	20.77		
Sports Official	17.94	18.84	19.78	20.77	21.81	22.90
Swim Instructor	18.84	19.78	20.77			
Senior Van Driver	18.84	19.78	20.77			
Lifeguard	19.78	20.77	21.81			

Hourly Parks & Recreation wages reflect the WA Minimum Wage increase of 3.4%

[The remainder of this page left blank]

POLICE

TITLE	MIN	MAX	Pay Grade
Police Chief	11,968	13,540	43
Police Captain (2 positions)	10,320	11,676	37
Police Records Supervisor	6,782	7,671	20
Crime Analyst	6,455	7,301	18
Reserve Officer	16.28/hr	16.28/hr	n/a

PUBLIC WORKS AND UTILITIES

TITLE	MIN	MAX	Pay Grade
Public Works & Utilities Director	13,541	15,321	48
City Engineer/Engineering Services Manager	11,391	12,888	41
Assistant Utilities Director	11,113	12,574	40
Senior Electrical Engineer	10,578	11,968	38
Project Engineer	10,320	11,676	37
Operations Supervisor - Light	10,320	11,676	37
Energy Resources Manager	10,068	11,391	36
Assistant Public Works Director	9,823	11,113	35
Assistant City Engineer/Capital Projects Manager*	9,823	11,113	35
Gas Engineer	9,583	10,842	34
Civil Engineer (2 positions)	9,349	10,578	33
Stormwater Utility Manager	8,899	10,068	31
Transit Manager	8,899	10,068	31
Shop/Warehouse Manager	8,899	10,068	31
PW Finance Officer	6,782	7,671	20
Sustainability & Energy Coordinator	6,617	7,484	19
Rate Analyst	6,455	7,301	18
Operations Analyst – ES	5,994	6,780	15
GIS Intern – Gas Division	22.00/hr	22.00/hr	n/a
Engineering Intern	20.50/hr	20.50/hr	n/a

**Plus 5% for current ISA Arborist Certification*

[The remainder of this page left blank]

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

Section 3. The amended 2024 Pay Plan is hereby adopted as set forth herein. All remaining terms and conditions of Resolution 2023-31 remain in full force and effect.

PASSED AND ADOPTED by the City Council of the City of Ellensburg at a regular meeting on the 4th day of March, 2024.

Mayor

Attest: _____
City Clerk

[The remainder of this page left blank]

APPENDIX A
RESOLUTION 2024-04
(as established by Resolution 2023-31)

GRADE	1	2	3	4	5	6
50	14,226	14,582	14,947	15,321	15,704	16,097
49	13,879	14,226	14,582	14,947	15,321	15,704
48	13,541	13,879	14,226	14,582	14,947	15,321
47	13,210	13,540	13,879	14,226	14,582	14,947
46	12,888	13,210	13,540	13,879	14,226	14,582
45	12,574	12,888	13,210	13,540	13,879	14,226
44	12,267	12,574	12,888	13,210	13,540	13,879
43	11,968	12,267	12,574	12,888	13,210	13,540
42	11,676	11,968	12,267	12,574	12,888	13,210
41	11,391	11,676	11,968	12,267	12,574	12,888
40	11,113	11,391	11,676	11,968	12,267	12,574
39	10,842	11,113	11,391	11,676	11,968	12,267
38	10,578	10,842	11,113	11,391	11,676	11,968
37	10,320	10,578	10,842	11,113	11,391	11,676
36	10,068	10,320	10,578	10,842	11,113	11,391
35	9,823	10,068	10,320	10,578	10,842	11,113
34	9,583	9,822	10,068	10,320	10,578	10,842
33	9,349	9,582	9,822	10,068	10,320	10,578
32	9,121	9,348	9,582	9,822	10,068	10,320
31	8,899	9,120	9,348	9,582	9,822	10,068
30	8,682	8,898	9,120	9,348	9,582	9,822
29	8,470	8,681	8,898	9,120	9,348	9,582
28	8,263	8,469	8,681	8,898	9,120	9,348
27	8,062	8,262	8,469	8,681	8,898	9,120
26	7,865	8,060	8,262	8,469	8,681	8,898
25	7,673	7,863	8,060	8,262	8,469	8,681
24	7,486	7,671	7,863	8,060	8,262	8,469
23	7,304	7,484	7,671	7,863	8,060	8,262
22	7,125	7,301	7,484	7,671	7,863	8,060
21	6,952	7,123	7,301	7,484	7,671	7,863
20	6,782	6,949	7,123	7,301	7,484	7,671
19	6,617	6,780	6,949	7,123	7,301	7,484
18	6,455	6,615	6,780	6,949	7,123	7,301
17	6,298	6,454	6,615	6,780	6,949	7,123
16	6,144	6,297	6,454	6,615	6,780	6,949
15	5,994	6,143	6,297	6,454	6,615	6,780
14	5,848	5,993	6,143	6,297	6,454	6,615
13	5,706	5,847	5,993	6,143	6,297	6,454
12	5,566	5,704	5,847	5,993	6,143	6,297
11	5,431	5,565	5,704	5,847	5,993	6,143
10	5,298	5,429	5,565	5,704	5,847	5,993

GRADE	1	2	3	4	5	6
9	5,169	5,297	5,429	5,565	5,704	5,847
8	5,043	5,168	5,297	5,429	5,565	5,704
7	4,920	5,042	5,168	5,297	5,429	5,565
6	4,800	4,919	5,042	5,168	5,297	5,429
5	4,683	4,799	4,919	5,042	5,168	5,297
4	4,569	4,682	4,799	4,919	5,042	5,168
3	4,457	4,568	4,682	4,799	4,919	5,042
2	4,348	4,457	4,568	4,682	4,799	4,919
1	4,242	4,348	4,457	4,568	4,682	4,799

[The remainder of this page left blank]



Meeting Date: March 4, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Approval of Letter of Understanding with HopeSource for leasing property to City for use as Year-Round Sleep Center (Public Comment Opportunity)

Submitted by: Terry Weiner, City Attorney/Assistant City Manager

Department: City Attorney

Suggested Motion/Action:

Move to approve the City Manager's signature on the Letter of Understanding with HopeSource for leasing property as a year-round overnight sleep center.

Background/Summary:

Levels of unsheltered persons nationwide and our community, in particular, have risen steadily over the past decades. According to the annual Point-in-Time (PIT) count (conducted nationwide every January), the state saw a 21% increase in the number of unsheltered people from 2022 to 2023. The 2023 PIT Count included 35 persons living in emergency shelters and 11 unsheltered persons in Kittitas County. Preliminary data from the recently completed 2024 PIT Count for Kittitas County included 35 persons living in emergency shelters and 13 unsheltered persons (the data won't be finalized by the state Commerce Department until the 3rd quarter this year). Neither the City nor County have historically provided emergency shelter space for unsheltered persons. HopeSource, the County's designated Community Action Agency, does provide emergency shelter housing for qualifying persons and families, although availability is limited.

As a result of increases in the unsheltered population over the years, the Kittitas Valley Ministerial Association (KVMA) began operating a Cold Weather Shelter (CWS) in 2015, utilizing volunteers in the community for staffing along with a paid manager. The CWS is an overnight shelter operating from 7 pm to 7 am from approximately mid-November to mid-March. KVMA has indicated for a few years now that it cannot sustain continued operation of the CWS due to a variety of factors including difficulty coordinating a sufficient number of volunteers, conflict with church usage schedules and finding qualified managers each year.

Against this background, legal cases from the federal 9th Circuit Court of Appeals have impacted local government's ability to regulate the camping of unsheltered person on public property. As a result, those people cannot be removed from camping on public property unless there is adequate shelter space available for the person as an alternative to camping. As a result of a recent Washington Supreme Court case, there is also uncertainty about removing recreational or other vehicles being used for habitation from public lots or right-of-way.

As a result of these developments and community concerns regarding camping on both

public and private property, a City-County Joint Study Session on "Homelessness Issues in Our Courts" was held in December 2021. This was followed by the creation of an Ad Hoc Committee on Homelessness in early 2022 by the City with representatives from the City, County, the KVMA, non-profit organizations, behavioral health providers and others to regularly meet and discuss pathways to assist our unsheltered community in the City and County. In April 2022, the Committee visited the Moses Lake Sleep Center to gather information on its formation and operation. The Committee subsequently recommended the City and County establish an overnight, year-round sleep center.

Previous Council Action:

- December 9, 2021 - City-County Joint Study Session on Homelessness Issues in the Courts
- June 21, 2022 - City County Joint Study Session which included a discussion of the Ad Hoc Committee on Homelessness's recommendations for a year-round overnight sleep center and other regulatory issues
- July 18, 2022 - Council approved motion directing staff to move forward with the development of a sleep center for people experiencing homelessness in collaboration with the County and community partners.

Analysis:

The City began exploring potential parcels available to purchase or lease as an overnight shelter in late 2022, and subsequently retained ECONorthwest (with the County cost-sharing in its work) to assist in the site search and also provide a report on the likely capital and operating costs associated with operating an overnight sleep shelter. The Ad Hoc Committee also assisted in organizing an Open House On Homelessness held March 28, 2023, during which community members were invited to interact with and receive information from members of the Committee on the issues of homelessness and need for an overnight sleep center.

Meanwhile, ECONorthwest commenced its site search using a variety of factors that were developed, in part, by the Ad Hoc Committee on Homelessness. Two potential sites were ultimately located that were available for long-term lease. One site was located in a residential zone and the other site in the Central Commercial II zone. ECONorthwest finalized its initial Feasibility Analysis Report in November 2023, and presented it to the Ad Hoc Committee on January 7, 2024.

A significant development occurred recently when the City and HopeSource began discussing the potential use of a portion of HopeSource's "Pathways Project" site (on Ruby Street north of Umptanum Road) where the old Nites Inn is located as an overnight sleep center. This parcel is approximately 4.8 acres, with the old Nites Inn on the western side of the parcel currently being redeveloped by HopeSource into 16 permanent supportive low-income housing units. The remainder of the property is undeveloped.

In late January, the City and HopeSource reached an agreement in principle for the City to lease a portion of property on the far eastern edge of the Pathways Project parcel for use as a year-round overnight sleep center. This agreement resulted in the non-binding Letter of

Understanding (LOU) being presented for Council's consideration. If the LOU is approved, the parties will enter into lease negotiations based on terms broadly outlined in the LOU that are summarized as follows:

- A ten-year lease of property from HopeSource to the City for use as a year-round overnight sleep center, operating from approximately 7 pm to 7 am of sufficient size to provide individual shelters to a minimum of 30 individuals and associated service buildings.
- HopeSource will not charge the City any annual lease fees in exchange for the City's installation of water and sewer utilities to the eastern portion of the property, along with a paved access driveway along the southern parcel border.

The subject property is zoned Neighborhood Center Mixed Use (NC-MU), which is intended to provide a mix of neighborhood-scaled commercial and employment uses, along with medium density multifamily housing. Indoor emergency shelters are a permitted use in the NC-MU zone. The parcel is located adjacent to a restaurant to the south and the Les Schwab Truck Service Center to the north and bordered by Wilson Creek on the east side. A critical area study will be required to establish the setback distance for the sleep center. The facility would be planned to address safety concerns of staff, neighboring businesses and the guests in mind, including the use of fencing, lighting, cameras and overnight security.

Financial Impact:

As mentioned, the Letter of Understanding is non-binding should the parties be unable to complete successful lease negotiations. Assuming negotiations are successful, however, staff will return to Council for approval of the lease and will include a preliminary budget impact statement. Potential capital improvement and operating costs for the sleep center were presented to Council in the Study Session that preceded this regular Council meeting.

Budget Adjustment: No

Attachments:

1. Letter of Understanding between City of Ellensburg & HopeSource re Sleep Center Site (City DRAFT 01-31-24)

**LETTER OF UNDERSTANDING TO ENTER LEASE AGREEMENT BETWEEN THE
CITY OF ELLENSBURG AND HOPESOURCE
FOR PROPERTY TO BE USE AS INDOOR EMERGENCY HOUSING**

1. LETTER OF UNDERSTANDING. This Letter of Understanding to Enter Lease Agreement is entered by and between the City of Ellensburg (“City”), a Washington municipal corporation, and HopeSource, a Washington non-profit corporation and community action agency (“HopeSource”). The City and HopeSource are each a “Party” and collectively the “Parties” to this Letter of Understanding. The Parties agree as provided herein.

2. RECITALS AND FINDINGS.

2.1 Over the past several years, the City’s unsheltered population has continued to increase annually. As a result of this growth, the Kittitas Valley Ministerial Association (“KVMA”) started a cold weather shelter (“CWS”) in 2015 to house unsheltered persons overnight at various churches in the community between approximately mid-November and mid-March each year.

2.3 In early 2022, the City formed the Ad Hoc Homeless Committee to bring various City departments, other local government agencies, non-profit organizations, the KVMA, behavioral health providers, and others to regularly meet and discuss potential pathways to assisting the unhoused community in the City and Kittitas County. The Committee participated on a trip to visit the Moses Lake Sleep Center on April 26, 2022. Based on that visit and discussions at subsequent Committee meetings, the Committee recommended the City and County establish a year-round, overnight sleep center located in the City of Ellensburg.

2.4 In April 2023, the City and County agreed to retain ECONorthwest to research potential overnight shelter sites along with projected capital and operating expenses for the sleep center. Although ECONorthwest and the City were able to locate two potentially suitable sites, neither site possessed all the qualities that would help ensure the success of a sleep center.

2.5 HopeSource, as the Kittitas County community action agency, currently provides various services to the unsheltered population in Ellensburg and Kittitas County. In 2022, HopeSource purchased an approximately 4.8-acre parcel (Auditor’s Parcel No. 555136) with funding primarily provided by the City and County, and hereafter referred to as the “Pathways property”) in Ellensburg that included a hotel known as the “Nites Inn” to be rehabilitated and used for permanent supportive housing for low-income households.

2.6 Recently, HopeSource and the City engaged in discussions about using a portion of the easterly half of the Pathways property for a year-round sleep center. As a result of these discussions, HopeSource has offered to lease a portion of its Pathways property to the City for ten (10) years to be used for emergency indoor housing as an overnight sleep center in exchange for the City’s agreement to install utilities and a paved driveway as more fully described below.

2.7 It is the purpose of this Letter of Understanding to facilitate the Parties' mutual interests as expressed herein.

3. HOPESOURCE LEASE OF PORTION OF PATHWAYS PROPERTY TO CITY.

3.1 Lease term. This Letter of Understanding will serve as the outline for basic provisions to be incorporated into a lease between the Parties for a period of ten (10) years. The lease will include, but not be limited to, terms included herein.

3.2 Property. The lease shall be for a portion of the eastern half of the Pathways property for use as a year-round, overnight sleep center to house unsheltered individuals ordinarily operating seven days a week from approximately 7 p.m. to 7 a.m. The dimensions of the leased area will be determined prior to entering the lease agreement but will be sufficient for up to 30 individual shelter units and associated service buildings (office, restrooms, meeting space, etc.) with space allowing for reasonably anticipated growth in the need for shelter units over the lease term. The City acknowledges that HopeSource intends to subdivide the Property to contain two separate lots and to construct affordable housing on the new parcel to be created by the subdivision.

3.3. Consideration. In exchange for HopeSource's agreement to lease the Pathways property to the City at no cost, the City will construct and install City utilities and a paved driveway as further described in Section 4, below, at no cost to HopeSource.

3.3 Restoration of Pathways Property. The City shall restore the Pathways property to the condition prior to lease (except for any permanent improvements required by the lease) and repair any damage to the real property caused by City activities at the end of the lease term.

4. CITY UTILITIES INSTALLATION AND SITE IMPROVEMENT.

4.1 Utility Installation. Upon execution of the lease, the City will undertake the construction and installation of standard-sized water, sewer and electric utilities (8" water and 8" sewer; 25kVA transformer with both a 2" and 4" conduit) from Ruby Street to the eastern half of the Pathways property, which is not currently served by the City. At such time as HopeSource's building permit application for development of any additional affordable housing on the Pathways Property is submitted to the City, the City will undertake installation an electrical transformer of sufficient size to serve the development. The utilities will be installed in the graveled road along the southern boundary of the Pathways Property and "stubbed" in the road in a location that will allow either Party to connect to utility services at their own cost and expense.

4.2 Access Driveway. The City will replace the graveled road along the southern boundary of the boundary of the Pathways property with an approximately 20-foot-wide asphalt driveway which may include a curb and sidewalk along one side of the driveway. The driveway will extend into the Pathways property a sufficient length to allow the Parties' reasonably anticipated use of the eastern portion of property.

5. FUTURE NEGOTIATIONS. If the City determines that proceeding with the sleep center project is in the City's best interest, it will enter into good faith discussions with HopeSource

intended to result in a mutually acceptable lease agreement in a reasonably expeditious time. The final lease agreement may include terms agreed upon by the parties which may not be entirely consistent with this Letter of Understanding.

6. GENERAL.

6.1 Notices. All notices or other communications shall be deemed sufficient hereunder if made in writing and delivered both by electronic mail and by first-class mail, postage prepaid, to each Party at its respective address set forth below, or such other address as such Party may hereafter designate to the others in writing:

To HopeSource:

Susan Grindle
606 W. 3rd Avenue
Ellensburg, WA 98926
Email: skgrindle@hopesource.us

To City:

City Manager
501 N. Anderson Street
Ellensburg, Washington 98926
Email: cerniweyh@ci.ellensburg.wa.us

6.2 Compliance with Law. The Parties shall comply with all applicable federal and state laws and regulations. Nothing in this Letter of Understanding shall be construed to limit or alter the underlying statutory authority or the responsibilities of City or HopeSource.

6.3 No Third Parties. This Letter of Understanding is solely for the benefit of the Parties hereto and no third party shall be entitled to claim or enforce any rights hereunder.

6.4 Non-Binding. The Parties acknowledge that this Letter of Understanding is not a binding and enforceable contract and shall not give rise to any obligations on the part of either Party. In no event shall either Party or any of their individual officers, employees or agents in any way be liable or responsible for any obligations contained in this Letter of Understanding.

6.7 Limited Application. Nothing in this Letter of Understanding shall bind either Party to any obligation, agreement or expenditure of funds.

7. TERM – EFFECTIVE DATE – EXECUTION

7.1 Term. This Letter of Understanding shall expire December 31, 2024 or upon execution of the lease agreement contemplated herein, whichever is earlier, unless earlier terminated by either Party on written notice to the other Party given no less than thirty (30) days prior to date of termination. The Parties' representatives identified in section 6.1 are authorized to extend the term of this Letter of Understanding or modify its terms upon written mutual agreement.

7.2 Effective Date. This Agreement shall take effect and be in force on the last date of execution, below.

7.3 Execution. The representative of each Party represents and warrants that the representative is duly authorized to execute this Letter of Understanding for the Party. This Agreement may be

executed in counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

HopeSource

City of Ellensburg

Susan Grindle, Executive Director

Rich Elliot, Mayor

Date:_____

Date:_____

Approved as to form:

Approved as to form:

Attorney for HopeSource

City Attorney



MANAGER'S REPORT

DATE: March 4, 2024

TO: Ellensburg City Council

FROM: Terry Weiner, Assistant City Manager, for Heidi Behrends Cerniwey, City Manager

1. Utility Late Fee Pause

Jerica Pascoe, Finance Director has extended the pause for assessing utility billing late fees through March 31, 2024, pursuant to ECC 2.12.020, which allows the Finance Director to temporarily pause deeming accounts delinquent to facilitate City utility billing and payment technology processes, and due to the implementation of the Origin SmartCity C2M Utility Billing System.

2. Ellensburg Downtown Association 2024 Report

The City has finalized its 2024/2025 Professional Services contract with the Ellensburg Downtown Association (EDA). Under new leadership, the EDA continues to be a strong partner with the City for strengthening the downtown experience for our businesses and community. Projects for 2024 will include a three-year trash can repair/replacement program, assisting with key communication on the construction of Unity Park, Downtown Mural Restoration and Mural Tourism Program, working with City and partners as part of the Kittitas County Economic Development Strategic Plan, and fulfillment of community events and committee programming. The EDA board is focused on fiscal responsibility and expanding partnerships with the Kittitas County Chamber of Commerce and CenterFuse.

3. Waste Management Spring Cleanup Days

The Waste Management contract with the City of Ellensburg provides for a fall and spring waste disposal coupon program. The coupons are valid for each Waste Management customer (one per subscribing household) to self-haul to the County Transfer Station. Customers are required to show proof of residency. Coupons have been mailed out and are available at City Hall. This spring's event is scheduled for April 6-13, 2024. Waste Management customers within the city limits who are unable to haul garbage to the transfer station because of disability may request curbside collection of extra garbage during Spring Cleanup Days by calling the City of Ellensburg at 509-962-7230.

4. Conference of Governments Resolution

The Kittitas County Conference of Governments (COG) adopted attached Resolution 2024-001 at its February 7, 2024 meeting. The Resolution endorses Central Washington University to assist with several aspects of implementing the countywide Economic Development Strategic Plan.

**KITTITAS COUNTY CONFERENCE OF GOVERNMENTS
STATE OF WASHINGTON**

RESOLUTION No. 2024-001

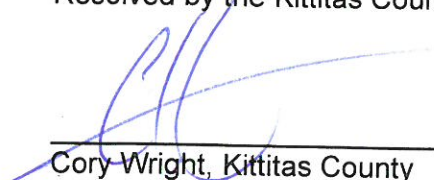
**RESOLUTION TO DEVELOP IMPLEMENTATION PLAN AND GOVERNANCE STRUCTURE
FOR THE KITTITAS COUNTY ECONOMIC DEVELOPMENT STRATEGIC PLAN**

- WHEREAS,** The purpose of the COG shall be to develop and promote communication, understanding, and cooperation among the COG member jurisdictions on matters common to, and affecting the public served by the member jurisdictions; and
- WHEREAS,** The Kittitas County Economic Development Plan was published in February 2023 to develop a comprehensive strategy to guide economic development efforts in the region; and
- WHEREAS,** The Kittitas County Conference of Governments has approved Resolution 2023-001 supporting the implementation of regional planning initiatives for the purposes of ensuring equitable development by striving for growth that addresses inherent issues such as affordable housing, family-wage job growth, and ensuring access to essential services for all residents; and
- WHEREAS,** Central Washington University has offered to assist with developing an implementation monitoring process and governance structure for the Economic Development Strategic Plan

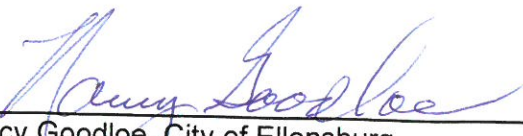
NOW, THEREFORE, BE IT RESOLVED: The Kittitas County Conference of Governments hereby endorses Central Washington University's proposal to:

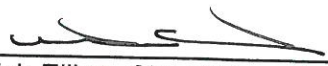
- A. Assist with developing an implementation monitoring process and governance structure for the Economic Development Strategic Plan to ensure that implementation continues to progress, and the Kittitas County community remains informed and engaged with the Plan.
- B. Establish an implementation and governance structure that equitably represents Kittitas County, the City of Ellensburg, City of Cle Elum, City of Kittitas, City of Roslyn, Town of South Cle Elum, Centerfuse, the Kittitas County Chamber of Commerce and others.
- C. Assist with developing an appropriate organizational structure that helps to elevate economic development capacities in Kittitas County and fosters greater collaboration regionally.

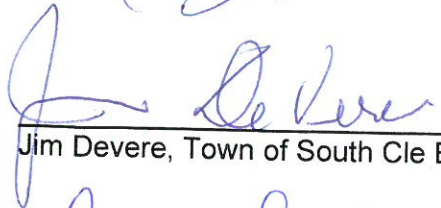
Resolved by the Kittitas County Conference of Governments this 7th day of February 2024.


Cory Wright, Kittitas County

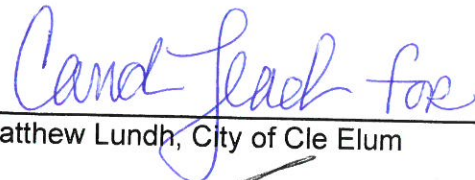

Bryan Elliott, Kittitas County

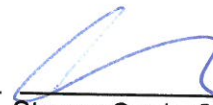

Nancy Goodloe, City of Ellensburg

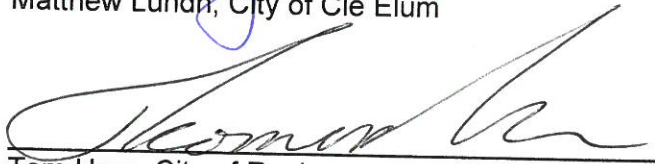

Rich Elliott, City of Ellensburg


Jim Devere, Town of South Cle Elum

Absent
Dave Allenbaugh, Town of South Cle Elum

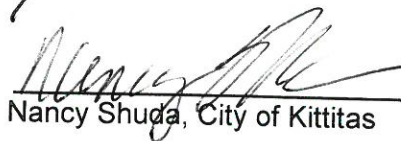

Matthew Lundh, City of Cle Elum


Steven Cook, City of Cle Elum


Tom Uren, City of Roslyn


Jeff Adams, City of Roslyn


Richard Hink, City of Kittitas


Nancy Shuda, City of Kittitas