

CITY COUNCIL AGENDA

March 18, 2024



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To attend the city council meeting virtually register here:

https://us02web.zoom.us/webinar/register/WN_azY6SvXLSp-VEd8naPnFpw

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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 ADAcordinator@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 18, 2024
7:00 PM - Regular Meeting**

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (Public Comment Opportunity)

2.A	National Development Disabilities Awareness Month	6
2.B	Natural Gas Utility Workers Day	7
2.C	Transgender Day of Visibility	8

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 March 4, 2024 Regular Meeting	9
5.B	Approve Minutes of March 4, 2024 Study Session	14
5.C	Acknowledge Minutes of Boards and Commissions	15
5.D	Approve University Way Banner Request from Ellensburg Rodeo for August 27 - September 3, 2024	17
5.E	Accept the Resignation of Mary Holmgren from the Library Board	18
5.F	Professional Services Agreement between the Ellensburg Downtown Association and the City of Ellensburg	19
5.G	Official Newspaper Contract Bid Award	29
5.H	Approve March 18, 2024 Voucher Listing	30

6. Petitions, Protests, and Communications

6.A	Recommendation of Appointment to the Planning Commission	31
7.	Citizen Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Proposed Ordinance 4939 (second reading) - Electrical Utility Franchise Agreement with Puget Sound Energy (PSE) (Public Comment Opportunity)	36
9.B	Resolution 2024-05 to Support Kittitas County Proposition No. 1 - KITTCOM Emergency Communications and Facilities Sales and Use Tax	55
10.	Unfinished Business	
10.A	Reed Park Master Plan Adoption	59
11.	New Business	
11.A	Process to Evaluate Alternative Sites for Sleep Center	156
12.	Miscellaneous	
12.A	Manager's Report	161
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	



City of Ellensburg

PROCLAMATION

National Developmental Disabilities Awareness Month
2024

Whereas, in 1987, President Ronald Reagan recognized Developmental Disabilities Awareness Month to "increase public awareness of the needs and the potential of Americans who face developmental disabilities and to provide the opportunities they need in order to live productive lives and to achieve their full potential"; and

Whereas, developmental disabilities are defined as impairments in physical, learning, language, or behavioral areas, which include Autism spectrum disorders, Cerebral Palsy, attention-deficit/hyperactivity disorder, intellectual or learning disabilities, hearing loss, vision impairment, and other developmental delays; and

Whereas, nationally one in six children between the ages of three and seventeen have one or more developmental disabilities, and 13% of the population in Kittitas County and Washington state live with disabilities; and

Whereas, Central Washington Disability Resources (CWDR), located in Ellensburg, is the resource agency for people with disabilities of any age and provides case management, developmental disability support groups, therapeutic swim program, skills training, counseling, assistance with housing, attendant care, and advocacy; and

Whereas, the mission of the Kittitas County Developmental Disabilities Advisory Committee is to foster an inclusive environment that supports residents with developmental disabilities and their families to participate in and contribute to all aspects of the community; and

Now, therefore, the City of Ellensburg does hereby proclaim March as Developmental Disabilities Awareness month and encourages community members to support local agencies such as Central Washington Disability Resources by volunteering and finding ways to serve, promoting inclusivity in schools, workplaces, and community events, and engaging with persons with disabilities and listening to their life experiences.

Dated this 18th day of March, 2024.

Attest: 
City Clerk


Rich Elliott
Mayor



City of Ellensburg **PROCLAMATION**

Natural Gas Utility Workers Day

March 18, 2024

Whereas, In 2015, the American Public Gas Association began recognizing March 18th as Natural Gas Utility Workers' Day; and

Whereas, The date was chosen to remember the New London, Texas school explosion that occurred on March 18, 1937, leading to the widespread odorization of natural gas and an increased emphasis on safety; and

Whereas, Safety is a vital aspect of natural gas distribution and the employees of distribution companies' endeavor to make natural gas delivery as safe as possible; and

Whereas, The attention and dedication of our utility workers is essential to ensuring the safety of natural gas distribution; and

Whereas, On Natural Gas Utility Workers' Day and throughout the year, the City of Ellensburg recognizes the vital services our natural gas utility workers provide to their community;

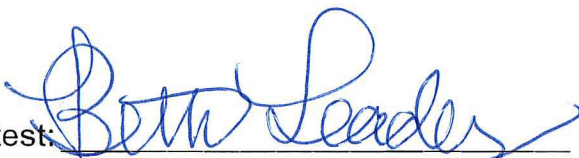
Now, therefore, be it further resolved that the City Council does hereby proclaim March 18th as **NATURAL GAS UTILITY WORKERS DAY** and expresses its appreciation for the Gas Division staff and their dedication to ensuring safe delivery of natural gas within our community.

Signed this 18th day of March, 2024.



Rich Elliott
Mayor

Attest:



City Clerk

PROCLAMATION

Transgender Day of Visibility

Whereas, Transgender individuals have been a part of the fabric of societies since the beginning of humankind; and

Whereas, early America also had examples of cross-gender identified individuals such as colonial governor of New York, Lord Cornbury, arriving from New England in full woman's dress and so appearing during their full time in office, to a century later as commissioned Army surgeon Mary Walker was the only woman expressly granted Congressional permission to wear man's clothing, and Jo Monohan, a late 1800s transman who migrated to Washington State "to be a cowboy;" and

Whereas, Christine Jorgenson in the 1950s, Renee Richards and Syliva Rivera in the 1970s, Caroline Cosey in the 1980s, Chaz Bono and Spokane's Billy Tipton in the 1990s, and Jazz Jennings, Laverne Cox, Elliott Page and more, continue to bring awareness of transgender identities; and

Whereas, President Barack Obama in his 2015 State of the Union address stated in short, "That's why we defend... people who are lesbian, gay, bisexual, or transgender... not because is the right thing to do, but because it makes us safer;" and

Whereas, President Joe Biden proclaimed, "Like never before, Transgender people are enlisting — once again — to serve proudly and openly in our military; getting elected and making policy at every level of government; and running businesses, curing diseases, and serving our communities in countless other ways;" and

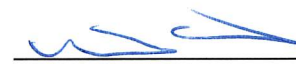
Whereas, March 31st marks International Transgender Day of Visibility, created in 2009 acknowledging and celebrating living members of the transgender community, Transgender Day of Visibility is a day to recognize and center the voices and contributions of our gender diverse community in our city; and

Whereas, all residents can join in celebrating the contributions of transgender individuals to our community and to work towards creating a more inclusive and accepting society for everyone.

Now, Therefore, the City Council of Ellensburg does hereby proclaim March 31, 2024 as Transgender Day of Visibility in Ellensburg, honors the courage and contributions of transgender Americans to our city, state, and nation, and commits our efforts to make Ellensburg a city where everyone belongs and feels welcome.

Signed this 18th day of March 2024.

Attest:
City Clerk


Rich Elliott, Mayor



CITY OF ELLENSBURG

Minutes of City Council, Regular Meeting

Date of Meeting

March 4, 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 Palmer

1. Call to Order and Roll Call

Roll Call Present: Sarah Beauchamp, Rich Elliott (remotely), Nancy Goodloe, Nancy Lillquist, Delano Palmer and Joshua Thompson

David Miller, excused absence

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Engineering Manager Mayo, Community Development Director Carlson, Affordable Housing & Grants Administrator Frey, HR Director Young, IT Director Goeben and approximately 50 members of the public

Others present remotely via Zoom: five members of the public

2. Proclamations

- 2.A National Women's History Month and International Women's Day 2024
Councilmember Goodloe read the proclamation for National Women's History Month
- 2.B Irish American Heritage Month 2024
Councilmember Lillquist read the proclamation for Irish American Heritage Month

3. Awards and Recognitions

4. Approval of Agenda

Mayor Elliott moved to approve the Agenda as presented. **Motion Approved 6-0**

5. Consent Agenda

- 5.A Approve Minutes of February 20, 2024 Regular Meeting
- 5.B Approve Minutes of February 12, 2024 Special Meeting

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- 5.C Approve Minutes of February 27, 2024 Special Meeting
 - 5.D Acknowledge Minutes of Boards & Commissions
 - 5.E Accept the Resignation of Delano Palmer from the Planning Commission and the Resignation of Christopher King from Public Transit Advisory Committee (PTAC)
 - 5.F Microsoft Licensing Renewal
 - 5.G Memorandum of Understanding (MOU) with IBEW Local 77 Regarding the Lineperson Apprenticeship Program
 - 5.H Approve March 4, 2024 Voucher Listing

Mayor Elliott moved to approve the Consent Agenda as presented. **Motion Approved 6-0**

6. Petitions, Protests, and Communications

7. Citizen Comment on Non-agenda Issues

- Penney Whitman, Ellensburg resident, speaking for herself, spoke regarding meeting to get questions answered
- Cheryl Chance, County resident, spoke regarding city and county liaisons for legislative bills and issues that are of citizen concern
- Angie Lang, Ellensburg resident, thanked councilmembers that attended the Legion meeting on Tuesday, February 27th
- Theresa Plue, County resident, spoke regarding the Hazard Mitigation meeting she attended and a survey offered to residents
- Pat Kelleher, County resident, spoke regarding Reed Park and Reed Park Option A

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)
Derek Mayo, Engineering Manager, presented information in the staff report.

Councilmember Goodloe moved to approve second reading and adoption of Ordinance 4938. **Motion Approved 6-0**

- 9.B Proposed Ordinance 4939 (first reading) - Electrical Utility Franchise Agreement with Puget Sound Energy (PSE) (Public Comment Opportunity)
Derek Mayo, Engineering Manager, presented information in the staff report.
Councilmember Palmer asked a question of staff.

Mayor Elliott moved to approve first reading of Ordinance 4939. **Motion Approved 6-0**

- 9.C Resolution 2024-04 Amending the 2024 Pay Plan (Public Comment Opportunity)

Lisa Young, HR Director, presented information in the staff report. Mayor Elliott commented on the item.

Mayor Elliott moved to approve adoption of Resolution 2024-04 and approve the necessary budget adjustments. **Motion Approved 6-0**

10. Unfinished Business

11. New Business

- 11.A Approval of Letter of Understanding with HopeSource for leasing property to City for use as Year-Round Sleep Center (Public Comment Opportunity)
Terry Weiner, City Attorney, presented information in the staff report.

- Joan Neslund, city resident, commented regarding past implementation of the cold weather shelter at churches
- Steve Luten, Ellensburg resident, serving on the Kittitas Valley Ministerial Association, spoke regarding the plan for a cold weather shelter and current use of churches during school times
- Theresa Plue, County resident, spoke regarding security issues with homeless in public areas
- Cody Natlund, city resident, Pastor of Ellensburg United Methodist Church, which is a current host of the cold weather shelter, spoke regarding interactions with unhoused people
- Melissa Denlinger, County resident, owner and Executive Director of Happy Feed Academy, spoke regarding her concerns with the Sleep Center being near her childcare center and other businesses
- Don Green, Ellensburg resident, Pastor of the First Christian Church, spoke regarding citizen concerns with attendees of the cold weather shelter
- Debbie Butler, County resident, cold weather shelter volunteer, spoke regarding her experiences with the cold weather shelter
- David Sturgill, city resident, spoke regarding his experiences with Oddfellows Lodge participation in the cold weather shelter
- Jess Bennett, County resident, spoke regarding concerns with child safety
- Justin Bennett, city resident, spoke regarding the proposed location of the Sleep Center near a daycare center
- Michelle Moran, owner of Creative Kids Learning Center and supporter of Happy Feet Academy, spoke regarding child safety and issues with Camp Hope in Yakima
- Mike Wahle, city resident and Les Schwab Tire Center Manager, spoke regarding the City's attention to vagrancy and loitering during the day
- Courtney Garzone, mental health counselor in Ellensburg, spoke regarding dealing with mental health issues and addressing social services and homeless issues

-
- Jennifer Patteson, county resident, spoke regarding comparison to other cities and future and consistent funding for services
 - Angela Lang, Ellensburg resident, spoke regarding the impact of the Sleep Center near the businesses and how the businesses could be impacted
 - Tom Morris, city property owner, spoke regarding rezone of the property and the lack of notice
 - Erin Sinclair, Ellensburg resident, spoke regarding issues encountered in Yakima with resources offered
 - Cheryl Chance, county resident, spoke regarding a soccer event in Seattle in 2026 and what will happen to homeless from that area
 - Morgan Moran, city resident, spoke regarding providing help and protecting the community
 - Kevin Taylor, County resident, spoke regarding the location of the shelter
 - Pat Kelleher, County resident, spoke regarding the zoning code and potential housing at the County jail
 - Logan Denlinger, owner of Happy Feet Academy, spoke regarding potential risk to children and it shouldn't be next to a daycare

Mayor Elliott asked staff what the implications would be if this didn't move forward.

Councilmember Palmer asked questions of HopeSource staff. John Raymond, COO at HopeSource and city resident, answered questions.

Councilmember Lillquist recommended the audience help find another site for the sleep center. Mayor Elliott recommended delaying the Letter of Understanding and encouraged others to assist in finding a suitable location

Councilmember Palmer thanked the public for attending and sharing their comments and suggestions.

Councilmember Goodloe moved to delay action on the Letter of Understanding for eight weeks to allow conversations with the community regarding management of the facility and mitigation of the risks and concerns and until another location is potentially determined. **Motion Approved 4-1 (Lillquist voted no and Elliott abstained)**

12. Miscellaneous

12.A Manager's Report

The City Manager reviewed the report. There was no need for an executive session. A copy of a letter of support was provided on the dais signed by the Mayor for a transit grant.

12.B Councilmembers' Reports

- Councilmember Beauchamp reported library board members were interviewed, attended the Hazard Mitigation meeting, Save Craig's Hill meeting, and is excited about the Unity Park construction
- Councilmember Goodloe attended EPD Captain Hansberry's retirement celebration, reported World Cafe event on April 13th at CWU Sue Lombard Hall, was appointed to AWC board for reviewing bylaws and reported on AWC DEI committee discussion, attended the Save Craig's Hill meeting and the Homelessness & Affordable Housing meeting
- Councilmember Palmer attended Law & Justice Council, Steer I-90 town hall meeting and Save Craig's Hill meeting
- Councilmember Thompson attended Save Craig's Hill meeting
- Councilmember Lillquist attended the Environmental Commission meeting, will participate in planning events for bike month in May, attended the City LEOFF Disability board meeting and KC Hazard Mitigation meeting

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

Cancelled

14. Adjournment

Meeting adjourned at 9:29 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Minutes of City Council, Study Session

Date of Meeting

March 4, 2024

Time of Meeting

6:00 PM

Place of Meeting

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

Study Session

Councilmembers present: Sarah Beauchamp, Rich Elliott (remotely), Nancy Goodloe, Nancy Lillquist, Delano Palmer and Joshua Thompson

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Engineering Manager Mayo, Community Development Director Carlson, Affordable Housing & Grants Administrator Frey and approximately 45 members of the public

Others present remotely via Zoom: Cadence Petros and MacKenzie Visser with ECONorthwest and one member of the public.

- A Study Session on Sleep Center Feasibility Analysis Report Presentation by ECONorthwest
Heidi Behrends Cerniwey introduced the item, gave a background of the report and introduced Cadence Petros and MacKenzie with ECONorthwest. The consultants reviewed a presentation with Council. Council asked questions of the consultants and staff. ECONorthwest and city staff will follow up on additional questions Councilmember Palmer asked.

14. Adjournment

Meeting adjourned at 6:53 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Minutes of Lodging Tax Advisory Committee, Regular Meeting

Date of Meeting

January 3, 2024

Time of Meeting

1:09 PM

Place of Meeting

Council Conference Room 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

1. Call to Order and Roll Call

Roll Call Present: Lacie Dawson (remotely), Gemma Fortier, Steve Townsend, Nancy Lillquist. Also present: Kelle Vandenberg City Staff

Absent: Marie Smith

2. Approval of Minutes

2.A Approval of October 4, 2023 Lodging Tax Advisory Committee meeting minutes.

Motion: Move to approve October 4, 2023 Lodging Tax Advisory Committee meeting minutes

By: Gemma Fortier

Seconded: Lacie Dawson

All in Favor: Fortier, Dawson, Townsend, Lillquist

Opposed: None

Motion Approved

2.B Approval of October 23, 2023 Lodging Tax Advisory Committee meeting minutes.

Motion: Move to approve October 23, 2023 Lodging Tax Advisory Committee meeting minutes

By: Lacie Dawson

Seconded: Gemma Fortier

All in Favor: Fortier, Dawson, Townsend, Lillquist

Opposed: None

Motion Approved

2.C Approval of November 14, 2023 Lodging Tax Advisory Committee meeting minutes.

Motion: Move to approve November 14, 2023 Lodging Tax Advisory Committee meeting minutes

By: Gemma Fortier

Seconded: Lacie Dawson

All in Favor: Fortier, Dawson, Townsend, Lillquist

Opposed: None

Motion Approved

3. New Business

3.A Review, motion, and discussion of the 2024 Professional Services Agreement between the City of Ellensburg and the Kittitas County Chamber of Commerce.

Guest Amy McGuffin reviewed the 2024 Services Agreement with the Committee.

Committee members asked questions and discussed agreement.

Motion: Move that City Council approve the 2024 Professional Services Agreement between the City of Ellensburg and the Kittitas County Chamber of Commerce as recommended by the Lodging Tax Advisory Committee.

By: Gemma Fortier

Seconded: Lacie Dawson

All in Favor: Fortier, Dawson, Townsend, Lillquist

Opposed: None

Motion Approved

3.B Consolidated Grant Funding

Motion: Move to approve the allocation of City Lodging Tax funds, not to exceed \$87,573.09 and recommend to City Council for approval of the resolution.

By: Lacie Dawson

Seconded: Gemma Fortier

All in Favor: Fortier, Dawson, Townsend, Lillquist

Opposed: None

Motion Approved

3.C Leadership and Recruitment Discussion

Committee members discussed potential candidates for LTAC. Staff will extend invitation to individuals/organizations as discussed.

4. Tourism Report

4.A Tourism Report was presented by Matt Anderson, Kittitas County Chamber of Commerce. No action was taken.

5. Budget Update

5.A Revenue and Expense Update

6. Citizen Comment

None

6. Adjournment

With no further business, the meeting adjourned at 2:56 pm.

Respectfully Submitted,

Kelle Vandenberg

Drafted: 01/04/24

Approved: 03/06/24 by LTAC Committee

Central Washington University

University Way Banner Request Form

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

Name of Event/Program: Ellensburg Rodeo

Contact Person: Megan Meeks Phone Number: 509-962-7831

Banner Hang Dates (Tuesday-Monday): Tues, 8/27 - Tues, 9/3, 2024

☒ CWU Scheduling Center has reserved the banner dates.

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

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

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



* Example of a correctly made banner.

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

Welcome Ellensburg Rodeo
Parade Fans!

Important Notes:

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

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

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

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

City of Ellensburg approved by: _____ Date: _____

Disapproval/Reasons: _____

-----Original Message-----

From: Mary Holmgren

Sent: Friday, March 8, 2024 8:22 AM

To: Josephine Camarillo <camarilloj@ci.ellensburg.wa.us>

Subject: [Ext] Library Board Resignation

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

Dear Josephine, _____

Due to personal and scheduling conflicts, I will not be able to fulfill my duties on the Library Board and will therefore need to resign.

Thank you,

Mary Holmgren



Meeting Date: March 18, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Professional Services Agreement between the Ellensburg Downtown Association and the City of Ellensburg

Submitted by: Kelle Vandenberg, Arts & Economic Development Director

Department: City Attorney

Suggested Motion/Action:

Move to approve the 2024-2025 professional services agreement between the Ellensburg Downtown Association and the City of Ellensburg.

Background/Summary:

The City of Ellensburg has funded activities to support the Ellensburg Downtown Association (EDA) through a professional services agreement. The EDA is a nonprofit corporation, established to promote downtown business property development, and community engagement through a comprehensive process that includes outreach, promotion, design, and economic development of the downtown core. The previous 2-year agreement expired December 31, 2023.

Previous Council Action:

The City Council approved previous agreements and proposed funding. Formed in 2004, the EDA has been a key nonprofit partner in the revitalization of historic Downtown Ellensburg by following the National Main Street Center's 4-Point Approach. The 4-Point Approach is a comprehensive community-based approach to community revitalization that emphasizes efforts in each of the four points— design, promotion, economic vitality and outreach. These points are reflected in the organization's annual work plans and included in the scope of work for previous professional service agreements with the City.

Analysis:

Historically, the base agreement had been \$50,000 annually. This base amount has been consistent since the first agreement. In 2022, the EDA requested a base amount increase beginning in 2022 to offset the rising cost of operational infrastructure, increased cost associated with event planning, downtown lighting services, and expanded community development support for the downtown. The current agreement is \$60,000 annually.

Financial Impact:

This agreement provides for an annual rate of \$60,000 for the base agreement for a total of \$120,000 for the term of the two-year professional services contract. There is no change in the year over year budgetary amount for this contracted professional services agreement.

Budget Adjustment: No

Attachments:

1. 2024 Professional Services Agreement - EDA

Professional Services Agreement

Between the Ellensburg Downtown Association

And

The City of Ellensburg

An agreement by which the **Ellensburg Downtown Association**, a 501c3 nonprofit Washington State corporation (hereafter known as the “EDA”), agrees to provide professional services to the **City of Ellensburg** (hereafter known as the “City”), for the stated consideration and in accordance with the terms and conditions provided herein, and establishing the rights and responsibilities of the parties.

WHEREAS, the EDA is a private, nonprofit corporation, established to promote downtown business, property development, and community engagement through a comprehensive process that includes outreach, promotion, design, and economic development of the downtown core, and

WHEREAS, the City desires to promote and sustain the economic development of the downtown businesses for the benefit of the City’s residents, and

WHEREAS, the City has a need for additional assistance in the planning and implementation of downtown revitalization and improvement, and

WHEREAS, the City desires to provide for the protection of the health, safety, and general welfare of the City’s residents and visitors:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services: The EDA will, in conformance with the attached FY2024 Work Plan (Exhibit A) and FY2024 FY2024 Event Calendar (Exhibit B):

- A. Continue to maintain an active organization that supports the growth, development, and vitality of downtown businesses, owners, and properties within the downtown focus area.
- B. Actively participate in business retention and recruitment for downtown Ellensburg.
- C. Work with property owners and business owners on opportunities and education regarding the rehabilitation and restoration of buildings within the downtown area.
- D. Continue to work with the City to improve overall beautification of the downtown area, oversee the revitalization plan of Pine Street, contract for cleaning, maintenance, and seasonal planting and lighting of the downtown, including installation of snowflakes or other approved seasonal decorations in November and removal by February 28 each year.
- E. Work with various community partner organizations, the City’s Boards and Commissions, and other groups to promote the City and Downtown area and expand inclusion in and through various events. (Exhibit B)

- F. Conduct an inventory and assessment of decorative trash receptacles and work collaboratively with the City to develop and implement a plan to refurbish or replace them.
- G. By March 15 of each year, staff from the EDA and City will meet to discuss and review the flower order for the Downtown planters. The City will purchase plants, within the budget established by the City, for downtown beautification and will provide watering service for the planters throughout the season. EDA staff and volunteers will clean, plant, and maintain the planters.
- H. Provide a quarterly written report summarizing outcomes from the annual Work Plan (Exhibit A) and Events (Exhibit B).
- I. Provide the City an EDA operational budget for review by April 30, 2024.

2. Payment. In consideration of the services to be performed for the City as set forth in the Section 1. Services above, the City shall pay the EDA the amount of Sixty Thousand Dollars (\$60,000.00) in quarterly installments for each year of the agreement.

3. Term. This agreement shall become effective January 1, 2024, and terminate on December 31, 2025, unless terminated sooner as provided in Section 10.

4. Insurance. The EDA shall procure and maintain for the duration of this agreement, liability insurance against claims for injuries to persons or damage to property arising from or in connection with the services to be performed under this agreement, and the EDA shall upon the City's request, provide proof of such insurance to the City Clerk. Such insurance shall provide liability limits of no less than \$1 million per occurrence, and name the City as an additional insured.

5. Indemnification. The EDA shall indemnify, defend and hold harmless the City of Ellensburg, and its officers, agents, employees, and volunteers from and against any and all claims, actions, suits at law or equity, liability, loss, cost, expenses or damages of any nature or kind whatsoever (including but not limited to reasonable attorney's fees and litigation costs), brought against the City of Ellensburg, its officers, agents, employees, and/or volunteers arising out of, or in connection with, or incident to, the execution of this agreement and/or the performance or failure to perform any aspect of this agreement; provided however, that nothing herein shall require the EDA to hold harmless or defend the City of Ellensburg, its officers, agents, employees, or volunteers from any claims arising from the sole negligence of the City of Ellensburg, its officers, agents, employees, or volunteers.

6. Maintaining Records. The EDA agrees to maintain books, records and documents using accounting procedures which accurately reflect all payments received and expenditures made related to the performance of services under this agreement. The EDA's fiscal management system shall include the capability to provide accurate and complete disclosure of all such payments and expenditures and, upon reasonable notice the City, may examine the EDA's records to verify the accuracy of the same.

7. No Joint Venture. No agent, employee or representative of the EDA shall be deemed to be an agent, employee or representative of the City. In its performance of services hereunder, the EDA is an independent contractor with the authority to control and direct the performance of the details of the services.

8. Assignment. This agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party.

9. Future Support. The City makes no commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this agreement.

10. Termination. This agreement shall remain in full force and effect unless earlier termination is desired by either party to the contract. Termination shall be effective sixty (60) days following written notice sent by either party as follows:

For the City:

Heidi Behrends Cerniwey
City Manager
501 N. Anderson St.
Ellensburg WA 98926

For the EDA:

Executive Director
119 W. 5th Ave., Ste. 102
Ellensburg WA 98926

Upon termination, the City shall pay the EDA any amounts owing according to the payment schedule set forth in Section 2 on a pro rata basis through the termination date.

11. Compliance with Laws. The EDA, in its performance of this agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

12. Entire Agreement. This agreement is the complete expression of the terms herein and any oral representation(s) or understandings not incorporated herein are excluded. This agreement may be amended only through mutual written agreement of the parties.

DATED this _____ day of _____, 2024

CITY OF ELLENSBURG

Heidi Behrends Cerniwey
City Manager

Approved as to form:

City Attorney

ELLENSBURG DOWNTOWN ASSOCIATION

Executive Director

2024 Committee Work Plan Summary

Design Committee:

1. **Planters:**
 - Collaborate with the city to purchase, design, and water plants.
 - Key Activities: Prepare planter boxes, choose plants, plant, and coordinate watering.
2. **Roof Top Lighting:**
 - Revamp rooftop lighting for downtown buildings.
 - Key Activities: Get building owners to sign contracts, plan placement of lights, work with contractors.
3. **Planter Box Refurbishing:**
 - Refurbish planter boxes with failing bottoms.
 - Key Activities: Find someone to refurbish, inventory and rate planter boxes, plan for refurbishment in phases.
4. **Mural Restoration:**
 - Restore historic murals.
 - Key Activities: Fundraise, choose design, work with Beacon for production, help with advertising.
5. **2024 Christmas Ornament:**
 - Create an ornament to sell for Christmas tree maintenance.
 - Key Activities: Choose design, work with Beacon for production, assist with advertising.
6. **Historic Building Info Project:**
 - Create a way to showcase the history of historical buildings.
 - Key Activities: Collect information on buildings, design a way to showcase building information, fulfill a need within the community.
7. **Nodes:**
 - Adopt and care for nodes.
 - Key Activities: Create cohesion between planter boxes and nodes.
8. **Kiosk:**
 - Apply for a Main Street grant and establish a fixed location near Unity Park.
 - Key Activities: Apply for grant, talk to Brad Case for location.
9. **Snowflakes:**
 - Installation and removal of snowflakes.
 - Key Activities: Coordinate installation and removal dates.
10. **Christmas Tree:**
 - Installation and removal of Christmas tree.
 - Key Activities: Coordinate installation and removal dates.
11. **New Mural:**
 - Implement a new mural.
 - Key Activities: TBD
12. **Planter Day:**
 - Facilitate the planting of planter boxes.
 - Key Activities: Plant flowers.
13. **Spring/Fall Clean-up:**
 - Host volunteers for community clean-up days.
 - Key Activities: Pick up garbage, weed, prep planters, clean off benches, clean garbage cans.

Outreach Committee:

1. **Onboarding/Committee Support:**
 - Provide training and support for committee members.
 - Key Activities: Utilize existing materials for training, revamp/streamline materials, onboard volunteers, coordinate with committee chairs.
2. **Fundraising - B&O Tax:**
 - Conduct fundraising activities related to B&O tax.
 - Key Activities: Provide training, outreach to past sponsors and new businesses, recruit committee members with fundraising skills.
3. **Volunteer Outreach/Appreciation:**
 - Engage with volunteers and show appreciation.
 - Key Activities: Support CWU events, organize awards night, host spring volunteer fair, organize winter speed dating event, support Welcome Week events.

Promotions Committee Work Plan Summary:

1. **Spring Girls' Night Out:**
 - Plan and produce the SGNO event with minimal assistance from EDA staff.
 - Key Activities: Planning and executing the event.
2. **Students' Night Out:**
 - Plan and produce the SNO event with minimal assistance from EDA staff.
 - Key Activities: Planning and executing the event.
3. **CWU Week of Welcome/Discover Downtown Campaign:**
 - Promote CWU Welcome Week activities and provide information/resources for new students and their families.
 - Key Activities: Promoting activities, potentially showcasing specials from Downtown businesses.
4. **Moments to Remember:**
 - Plan and produce the event.
 - Key Activities: Planning and executing the event.
5. **Holiday Girls' Night Out:**
 - Plan and produce the HGNO event with minimal assistance from EDA staff.
 - Key Activities: Planning and executing the event.
6. **Support of Downtown Businesses:**
 - Monthly business spotlights + Google review campaign.
 - Key Activities: Highlighting women-owned businesses, potential staff time.
7. **Make Music Day Support:**
 - Committee representative to sit on the event planning committee.
 - Key Activities: Event planning and execution.
8. **Buskers in the Burg Support:**
 - Committee representative to sit on the event planning committee.
 - Key Activities: Event planning and execution.

Economic Vitality Committee Work Plan:

1. **Business Revitalization Fund:**
 - Develop and grow grant funds for business revitalization.
 - Key Activities: Continue grant cycle, create marketing process for awardees, evaluate grant focus, and streamline grant application process.
2. **Grant Tool Kit Development:**
 - Create a comprehensive grant toolkit for all committees.
 - Key Activities: Complete toolkit, streamline grant application process.
3. **Vacant Storefront Activation:**
 - Host Downtown Possibilities Tour/event for vacant spaces.
 - Key Activities: Organize event, connect landlords and businesses.
4. **Ellensburg Night Market Enhancement:**
 - Improve and expand Night Markets.
 - Key Activities: Research chalets, plan and execute markets.
5. **CWU Mentorship Program:**
 - Establish mentorship program for CWU students.
 - Key Activities: Partner with CWU club, organize mentorship showcase.

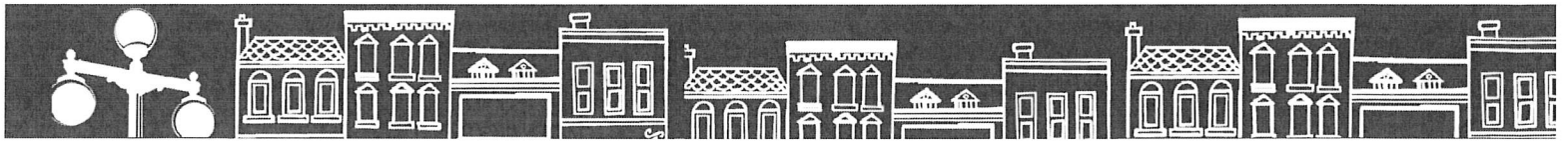


Exhibit B

2024 Ellensburg Downtown Association

EVENT SCHEDULE

Featuring
**ELLENSBURG
NIGHT MARKET**

FEBRUARY 8TH- VOLUNTEER SPEED DATING

APRIL 20TH- DOWNTOWN SPRING CLEANUP

APRIL 25TH- SPRING GIRLS NIGHT OUT

MAY 4TH- PLANTER DAY

MAY 29TH- ANNUAL MEETING

JUNE 21ST- ELLENSBURG MAKE MUSIC DAY

AUGUST 28TH- HOEDOWN IN THE DOWNTOWN

TBD- DISCOVER DOWNTOWN DAY

SEPTEMBER 28TH- BUSKERS IN THE BURG

OCTOBER 31ST- TRICK OR TREAT HARVEST FEST

NOVEMBER 2ND- DOWNTOWN FALL CLEAN UP

NOVEMBER 29TH- MOMENTS TO REMEMBER

NOVEMBER 29TH-DECEMBER 17TH- SHOP LOCAL

DECEMBER 4TH- HOLIDAY GIRLS NIGHT OUT

SUMMER

JUNE 19TH

JULY 17TH

AUGUST 21ST

SEPTEMBER 18TH

HOLIDAY

DECEMBER 4TH

DECEMBER 11TH

DECEMBER 18TH

lets connect!



@ellensburgdowntown
@ellensburgnightmarket



Meeting Date: March 18, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Official Newspaper Contract Bid Award
Submitted by: Beth Leader
Department: City Clerk

Suggested Motion/Action:

Award the bid for the City's official newspaper contract to the Daily Record

Background/Summary:

The City issued Bid Call 2024-09 for the City's official newspaper contract, for a one-year term, commencing March 18, 2024. Per the bid specifications, bidders must represent a newspaper of general circulation within the city limits and must be able to provide publication of legal notices within two working days of notification by the City. The rates charged for publication of legal notices shall not exceed the national advertising rate extended by the newspaper to all general advertisers and advertising agencies in its published rate card.

Previous Council Action:

None

Analysis:

Bids were opened on March 7, 2024. One bid was received from the Daily Record in the amount of \$9.00 per column inch. The bid is under the required number of days of notification by the City for publication of legal notices, which is two working days, and the Daily Record's bid requires one day.

Financial Impact:

The bid amount is less than a three percent increase from previous years and funding was included in the 2024 budget. Funding for advertising will also be included in the 2025/2026 budget process.

Budget Adjustment: No

Attachments:

None

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.

Jerica Pascoe Digitally signed by Jerica Pascoe
Date: 2024.03.11 10:36:14 -07'00'

AUDITING OFFICER 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 **18th 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	165260	TO	165419	\$	929,102.61
EFT #'s	6728	TO	6755	\$	1,666,656.09
Treasure Cash					
EFT #'S	412	TO	452	\$	715,923.91
Payroll Fund					
Check #'s	96169	TO	96175	\$	12,178.83
Direct Deposits	77943	TO	78452	\$	502,593.14

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



Meeting Date: March 18, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Recommendation of Appointment to the Planning Commission

Submitted by:

Department: City Manager

Suggested Motion/Action:

Move to approve the appointment of Michael Buehn to the Planning Commission.

Background/Summary:

The Planning Commission has one vacancy. The Planning Commission is recommending the approval of Michael Buehn to serve out the term vacated by Delano Palmer to expire May 31, 2028.

Previous Council Action:

None

Analysis:

None

Financial Impact:

None

Budget Adjustment: No

Attachments:

1. MBuehn Application
2. Michael Buehn appointment recommendation (003)
3. B and C Agenda Report Chart 3-18-2024

From:
To:
Subject: [Ext] Online Form Submittal: Application for Appointment
Date: Thursday, February 22, 2024 12:12:51 PM

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

Application for Appointment

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

Boards & Commissions Planning Commission

Have you attended a meeting for the board or commission you are applying to? Yes

Name of Applicant: Michael Buehn

Address

Mailing Address (If Different) Field not completed.

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residency in Kittitas County 7.5 years

Do you live within the city limits? Yes

ECC 1.12.120 Residency qualification. Except where a commission, board or committee specifically requires city residency as a condition of appointment, members of all other commissions, boards and committees shall maintain residency within the Kittitas County limits. "Residency," as used herein, means residing within the city or county limits, as applicable, both at the time of appointment and for at least 270 days within each calendar year for the duration

of the member's term, but shall not include any period for which a member is absent due to military service.

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?	No
Occupation Status and Background:	Employed full time as a project manager, working with many residents of Ellensburg & Kittitas County to improve their properties.
Organization Affiliations:	Black Horse Neighborhood Homeowners Association in 2025 Kittitas County YoungLife regular donor
Why are you seeking appointment?	I am starting a family as a CWU Alumni, and homeowner in The City of Ellensburg. I have great interest in the growth of this city and any improvements to the standard of living amongst it's residents. I am personally very interested, educated, and passionate about the process of city community planning and believe that I could provide a critical point of view. I am deeply involved with the growing local population of young professionals that are committed to the long-term health of this community. We are very invested in the results of comprehensive plans for our schools, water quality, land development, tourism, etc.
Will you be able to attend meetings regularly if appointed?	Yes
If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?	
Boards & Commissions	Affordable Housing Commission
Boards & Commissions	Ellensburg Business Development Authority

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



TO: City Council
FROM: Planning Commission
DATE: March 18, 2024 – Council Meeting
RE: Recommendation of Appointment

Michael Buehn applied for appointment to the Planning Commission. Michael currently works for Acumen Land Group LLC as a project manager and has been a resident of Ellensburg for seven years.

The Planning Commission Subcommittee consisting of Commission Chair Fred Padjen, City Council Liaison David Miller, Community Development Planning Manager Jeremy Johnston, Planning Technician Kathy Boots conducted interviews of applicants for the seat. The subcommittee believes Michael would be a valuable asset to the Commission and therefore recommends appointment.

Michael, if appointed, will fill a partial term that expires May 31, 2028. Based on the interview and Michael's involvement with the construction industry and other work in the community, the subcommittee is recommending that the City Council appoint Michael Buehn to the Planning Commission.

Boards and Commissions	Affordable Housing Commission	Arts Commission	Civil Service Commission	Diversity, Equity & Inclusion Commission	Ellensburg Business Development Authority Board	Environmental Commission	Landmarks and Design Commission	Library Board	Lodging Tax Advisory Committee	Parks and Recreation Commission	Planning Commission	Public Transit Advisory Committee	Utility Advisory Committee
MEMBERS	7	7	3	9	9	7	7	7	7	7	1	7	7
Residency Requirements	Y	N	Y	Y	N	Y	Y	Y	N	Y	Y	N	Y
Current Members within City Limits	6	5	2	8	5	6	7	5	2	7	6	6	5
Current Members Outside City Limits	1	2	0	0	4	0	0	1	3	0	0	0	1
Current Members Outside but in UGA	0	0	0	0	0	0	0	0	0	0	0	0	0
VACANCIES	0	0	0	1	0	0 1-Ehs	0	3	2	0	1	1	1 (Tele)
APPLICANTS													
Michael Buehn											1st		



Meeting Date: March 18, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Proposed Ordinance 4939 (second 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 second reading and adoption of Ordinance 4939.

Background/Summary:

Ordinance 4459 was adopted by City Council in November 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 2006 and granted an Electrical Utility Franchise and Utility Easement to PSE.
- First reading of this Ordinance (#4939) was held at the March 4th, 2024 regular Council meeting.

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 (second 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:

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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 March 18, 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 18, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2024-05 to Support Kittitas County Proposition No. 1 - KITTCOM Emergency Communications and Facilities Sales and Use Tax (Public Comment Opportunity)

Submitted by: Heidi Behrends Cerniwey, City Manager

Department: City Manager

Suggested Motion/Action:
Move to adopt Resolution 2024-05, supporting Kittitas County Ballot Proposition No. 1 KITTCOM Emergency Communications and Facilities Sales and Use Tax

Background/Summary:
KITTCOM is a consolidated public safety communications center that was formed in 1998 through an Interlocal Agreement between Kittitas County and the incorporated cities, fire districts, and hospital districts in the County. KITTCOM answers and coordinates 911 services for all 17 public safety agencies in Kittitas County, including fire, emergency medical service (EMS), police, and search-and-rescue.

KITTCOM serves nearly 50,000 residents plus thousands more who come to recreate or attend festivals. Seasonal and weekend visitors can triple and, at times, quadruple the population in some areas. Approximately 33,000 vehicles pass through Kittitas County every day on Interstate 90 for food, fuel, and lodging.

More people living in and visiting the County are straining the outdated and aging 911 system. Emergency radio system and communications infrastructure are outdated and unreliable in many parts of the County. This poses significant challenges for first responders and search teams to coordinate and communicate during emergencies. "Radio holes" or "dead zones" in many locations in the county impact response times, patient care, wildland fire suppression, and rescue operations. This public safety issue affects the entire county and a sustainable funding source is needed to pay for critical improvements.

Previous Council Action:
None

Analysis:
The Board of County Commissioners for Kittitas County adopted Resolution 2023-224 on December 19, 2023. The Resolution authorized a ballot measure for the April 23, 2024 special election which would impose a sales and use tax of two-tenths of one percent (0.2%) to fund costs associated KITTCOM's emergency communication systems and facilities pursuant to RCW 82.14.420. The sales and use tax would be the equivalent of two cents on a purchase of \$10.

Revenue from the sales and use tax will provide a stable funding stream to be used for financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, re-equipping, and improvement of emergency communications systems and facilities, including but not limited to radio equipment, communication towers, technology improvements, security and other critical infrastructure.

State law (RCW 42.17A.555) allows a legislative body to express support or opposition of a ballot measure if its meeting notice includes the title and number of the ballot proposition, and if those who have an opposing view are afforded an approximately equal opportunity to express their opinions.

Financial Impact:

No direct impacts to the City. If the ballot measure is approved by County voters, the local sales and use tax in Ellensburg would be raised from 8.4% to 8.6%.

Budget Adjustment: No

Attachments:

1. Resolution 2024-25 - KITTCOM Ballot Measure for Sales and Use Tax (03-18-24)

RESOLUTION NO. 2024-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG supporting Kittitas County Ballot Proposition No. 1, which would authorize a two-tenths of one percent (0.2%) sales tax in Kittitas County, Washington, to fund costs associated with KITTCOM's emergency communications systems and facilities, pursuant to RCW 82.14.420, as proposed in the April 23, 2024 special election.

WHEREAS, Section 82.14.420 Revised Code of Washington (RCW) authorizes county legislative authorities to adopt a Resolution providing for the submission of a proposal to county voters for the imposition of a sales and use tax up to two-tenths of one percent (0.2%) for financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, re-equipping, and improvement of countywide emergency communication systems and facilities; and

WHEREAS, pursuant to RCW 38.52.510, Kittitas County must provide or participate in countywide emergency communications systems so that "9-1-1" service is available throughout the State; and

WHEREAS, Kittitas County is a party to an Interlocal Agreement titled "KITTCOM's Governing Agreement" establishing KITTCOM, a separate public agency and consolidated public safety communications center created for the purpose of providing communication and dispatch services for public safety and emergencies in the participating incorporated and unincorporated areas of Kittitas County; and

WHEREAS, a Cybersecurity and Infrastructure Security Agency ("CISA") review by the United States Department of Homeland Security has determined that the countywide emergency communication systems and facilities which KITTCOM maintains, and which Kittitas County relies upon to meet its obligations under RCW 38.52.510, and which county residents rely upon for public safety and emergency assistance, have significantly aged and been subjected to wear and tear; and

WHEREAS, based in part on the CISA review, KITTCOM identified a need for major investment and continued funding for ongoing maintenance of communications and dispatch infrastructure, systems, and facilities; and

WHEREAS, KITTCOM Administrative Board therefore established a Citizen Advisory Committee to review the need for and potentially recommend to the KITTCOM Board that it request the Board of County Commissioners submit a proposition to the voters for the adoption of the two-tenths of one percent (0.2%) sales and use tax authorized by RCW 82.14.420, to fund costs associated with the financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, re-equipping, and improvement of emergency communication systems and facilities in Kittitas County; and

WHEREAS, by KITTCOM Administrative Board Resolution 2023-7, which is attached hereto and hereby incorporated by reference, KITTCOM has requested that the Board of County Commissioners submit a ballot proposition at the April 23, 2024 Special Election to the voters of

Kittitas County proposing the adoption of the two-tenths of one percent (0.2%) sales and use tax for emergency communication systems and facilities authorized by RCW 82.14.420; and

WHEREAS, KITTCOM and its participating agencies, including Kittitas County, the City of Ellensburg, KVFR, and other stakeholders, affirm the need to maintain and improve the emergency communications systems and facilities in Kittitas County; and

WHEREAS, after public hearing, the Board of Commissioners of Kittitas County deems it to be in the best interest of the County and its constituents to submit such a proposition to the voters; and

WHEREAS, a passing vote must be recorded by the Kittitas County Auditor in order for the tax to be enacted; and

WHEREAS, the tax, if approved, shall be imposed commencing January 1, 2025, by operation of further ordinance; and

WHEREAS, equal time to receive public comment from citizens in support of, or opposition to, Ballot Proposition No. 1 was made available at the City Council's regularly scheduled meeting on March 18, 2024; and

WHEREAS, the Kittitas County Commissioners adopted Resolution 2023-24 to place on the April 23, 2024 Special Election a ballot measure which would authorize the two-tenths of one percent sales and use tax to be used by KITTCOM to pay for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, re-equipping, and improvement of emergency communications systems and facilities;

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

Section 1. The City Council of the City of Ellensburg do hereby declare its support for, and encourages approval of, Ballot Measure, entitled, "KITTCOM Emergency Communications and Facilities Sales and Use Tax," which will be presented to the voters at the April 23, 2024 Special Election.

ADOPTED by the City Council of the City of Ellensburg this 18th day of March, 2024.

Mayor

Attest:

City Clerk



Meeting Date: March 18, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Reed Park Master Plan Adoption (Public Comment Opportunity)
Submitted by: Brad Case, Parks & Recreation Director
Department: Parks & Recreation

Suggested Motion/Action:

Move to adopt the proposed Reed Park Master Plan and proposed phasing plan.

Background/Summary:

Based on a request from park neighbors to improve safety at Reed Park, the City hired RWD Landscape Architects in 2022 to create an updated master plan for Reed Park. For years there have been concerns voiced by the community regarding the behaviors at Reed Park, including those driving to and from the park. The City has attempted to improve these issues through an increased law enforcement presence at the park, meetings with Ellensburg High School students and staff to discuss the behaviors of high school students using the park, installing video cameras at the park, and implementing park hours. Unfortunately, these measures have done little to improve the situation at the park, which has necessitated looking at changes to the built environment through the master-planning effort.

The goal for the park planning process was to develop a plan focused on improving park safety by expanding non-motorized access opportunities to and within the park, while still maintaining existing park elements that make Reed Park unique to the community. Serving as the only true vista point in the community, preserving access to the views for pedestrians, or from a vehicle, was critical to a successful design. Another important element was improving non-motorized access to and throughout the park – much of the park's historical use has come in the form of walking, jogging, and biking.

Previous Council Action:

At their March 6, 2023, Council meeting, staff presented park plan option D for the Council's consideration. Members of the American Legion attended the meeting and shared their concerns about the park plan, specifically the revised parking layout, and how it would negatively impact the business and operation of the Legion. Based on the feedback received, the Council unanimously approved a motion referring the Reed Park Master Plan back to the Parks & Recreation Commission to mitigate impacts to the American Legion.

Analysis:

The Park Master Plan (Revised Option A, February 2024) being presented to the Council best addresses the goals of the planning process and reflects much of the feedback provided by the community as a whole. The community outreach process leading to this plan recommendation included meetings with stakeholders, three community meetings, two online

community meetings, two community surveys through 'Be Heard Eburg' which received a total of 678 responses, neighborhood meetings, and was discussed as an agenda item at 14 Parks & Recreation Commission meetings from September 2020 - November 2023. The preferred plan addresses the three primary Reed Park uses which are: 1) non-motorized recreation including walking, biking and running; 2) preserving the viewpoint of the city and valley; and 3) a destination where people can go that is quiet and relaxing. The preferred plan maintains or enhances Reed Park's unique elements, while at the same time addressing the concerns that have been voiced by park users and the surrounding neighborhood. The proposed changes to the park include:

- No net loss of parking currently available at the park.
- Adding a dedicated paved pedestrian pathway running through the entire length of the park, as well as a pathway off the end of Alder Street which will connect to the main pathway.
- Reducing the number of overlook parking stalls from 19 (currently) to 8 and shifting the parking closer to the American Legion building.
- Adding a flush restroom and additional seating and gathering areas throughout the park.
- Creating 23 marked, off-street parking stalls near the middle of the park.
- Adding 8 angle-in overlook stalls immediately east of the American Legion.
- Maintaining the upper parking strip and loop and adding a sidewalk, trees, picnic tables, benches, viewing scopes, and a seating wall. The proposed plan has 15 overlook stalls, while the park currently has 19 overlook stalls.
- This plan also addresses fire lane issues by increasing the amount of off-street parking adjacent to the American Legion and creating defined parking stalls. The plan also honors conditions identified in the 1933 deed between from the County to the City of Ellensburg related to the donation of the park property, specifically keeping the overlook area free of any structures which would impact the view from the hilltop down into the rodeo arena.
- This plan will result in a park that looks very similar to the current park layout, maintaining the qualities that make Reed Park unique to our community while at the same time improving pedestrian access, defining uses such as parking, creating additional areas for people to sit and gather, and putting in a public restroom.
- A phasing plan is also proposed to be adopted with the plan to prioritize funding and site development.

At their November 8, 2023 meeting, the Parks & Recreation Commission unanimously supported recommending a slight variation of the preferred plan to City Council for final adoption with a recommendation to review the choice of landscaping along the overlook to ensure that the views are preserved. The plan that the Commission approved had a 10' wide sidewalk through the park and had a slightly smaller parking area on the south side of Craig Avenue (15 parking stalls vs 23 parking stalls).

The plan before Council has been supported by the American Legion Board of Directors as indicated in the attached February 14, 2024 letter.

Finally, the 1933 property deed from the County to the City also includes a provision that, "That parking places shall be provided between the Vista House and the reservoir to be

designated by survey of the County Engineer under the orders of the County Commissioners.” Attached is a letter from the Kittitas County Board of County Commissioners that agrees with the City’s interpretation that this requirement was met with the original design of the parking area in 1933 and does not constitute an ongoing obligation for the County Engineer to review any planned changes to the parking configuration.

If the park plan is approved, then the project would require funding, a City pre-application meeting, site development permit, critical area review, and State Environmental Policy Act (SEPA) review prior to construction.

At the meeting, staff will present an overview of the project and address concerns that have been raised during the master planning process. A draft of the presentation is attached.

Financial Impact:

Approving the Park Master Plan does not have any direct financial impact. If approved, at full build-out, breaking the project into four phases over the course of four years, would cost approximately \$2,283,600.00.

Budget Adjustment: No

Attachments:

1. Reed Park Master Plan Adoption March 18, 2024 Presentation
2. Reed Park Revised Option A February 2024
3. Option A - Phasing Plan
4. Reed Park Revised Option A Cost Estimate Draft 12-6-2023
5. 1933 Deed from Reed to City Deeds Lots 1 & 2 Hutchinson Addition
6. 1937 Deed from Reed to City Deeds Lots 5, 6 & 7 of Hutchinson Addition
7. Reed Park Ordinances
8. BOCC Letter re 1933 Deed Parking Provision (03-13-24)
9. Minutes of Council Meeting 2023-03-06
10. American Legion Letter to City RE Revised Reed Park Plan 02-14-2024
11. Parks Recreation Meeting Minutes 11-08-23
12. Hillside Geotech March 2023
13. City of Ellensburg Craig Hill Pump Station Geotech Report_Final June 2023
14. American Legion Letter 1-5-24

ELLENSBURG CITY
COUNCIL

MARCH 18, 2024

Reed Park Master Plan Adoption



1

What We'll Go Over

- Park Plan Overview and History
- Ownership & Deed Interpretation
- Craig's Hill Water Tower & Pressure Zone Project
- How a Plan Becomes a Project
- Fire Lane Resolution
- Enforcement and Traffic
- Hillside Sloughing & Mitigation

2

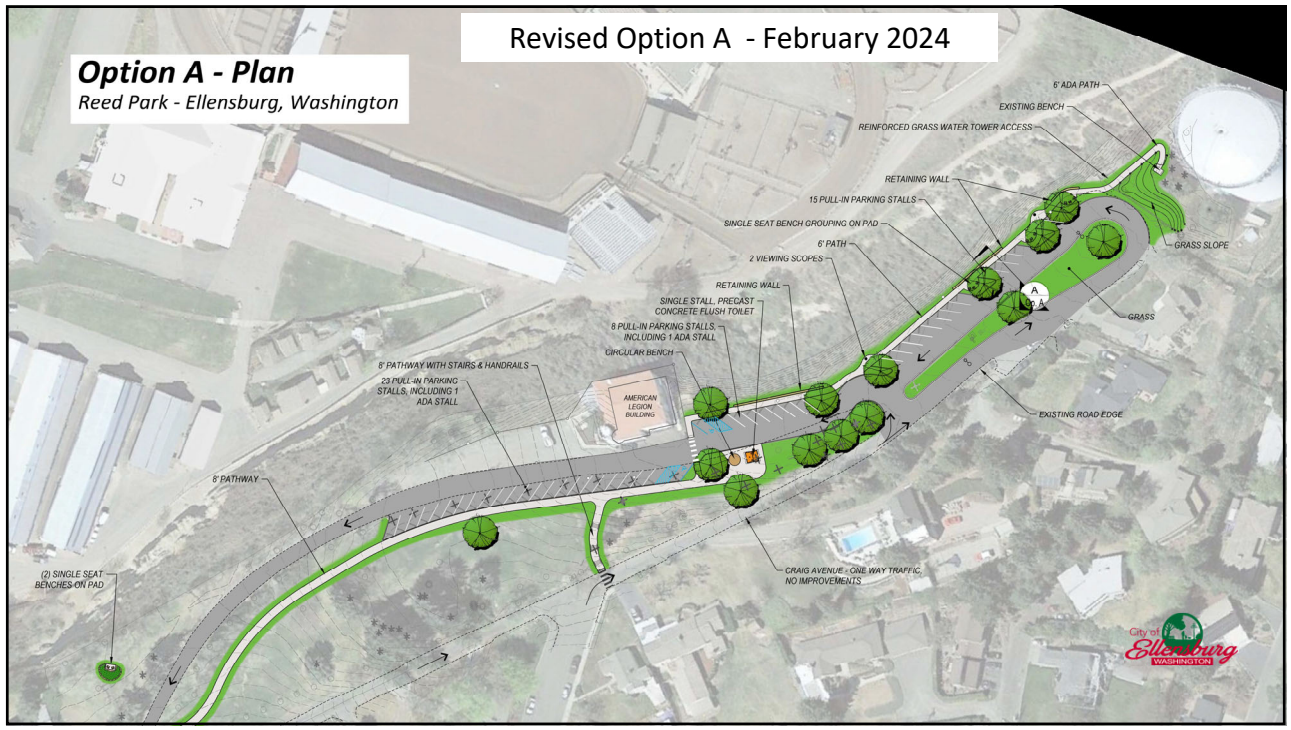
Reed Park Master Plan

Revised Option A February 2024

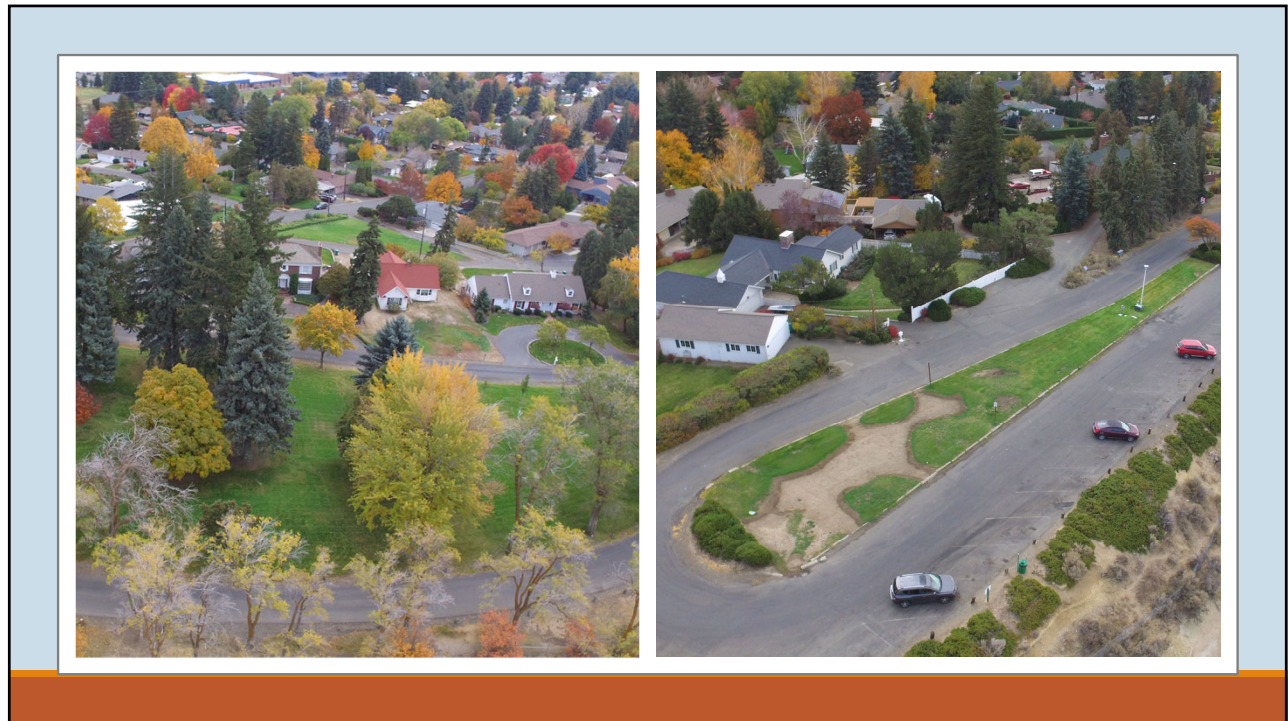
BRAD CASE, PARKS AND RECREATION DIRECTOR



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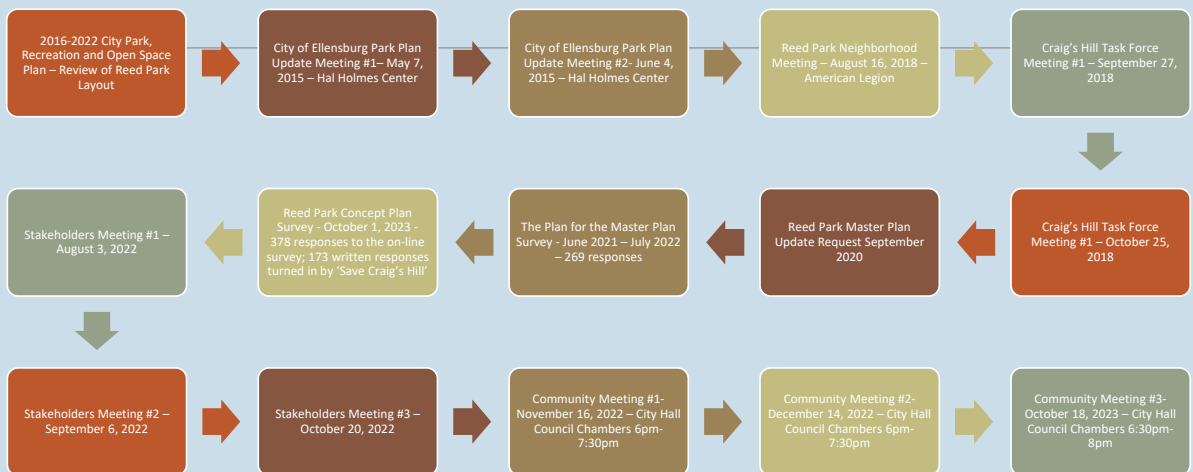
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Park Planning Goal

To develop a park master plan focused on improving park safety by expanding non-motorized access opportunities to and within the park, while still maintaining existing park elements that make Reed Park unique to our community.

9

Steps Getting Here



10

Survey #1 - The Plan for the Master Plan

November 2021 – June 2022; 269 responses

- When do you use the park (time of day, days of week)?
- What do you like most about Reed Park?
- Is there any reason you choose not to use Reed Park (safety, lack of amenities, lack of interest)?
- How do you access Reed Park?
- Why or how do you use Reed Park?
- How often do you use Reed Park?



11

Survey Results

Question - **What do you like most about Reed Park?**

The view - 211 people (83%) mentioned the view

Question - **Is there any reason you choose not to use Reed Park (safety, lack of amenities, lack of interest)?**

Out of 173 responses these concerns were mentioned:

Speed, Traffic, & Pedestrian Safety - 75

Lack of Park Amenities – 59

Large groups hanging out at the overlook parking– 47



12

Survey Results

Question - **Why or how do you use Reed Park?**

Out of 269 responses – many of the respondents cited more than one reason why or how they use the park

Exercise; walking, running, bicycling – 140 responses

To enjoy the views – 114 responses

The quiet and peacefulness – 41 responses

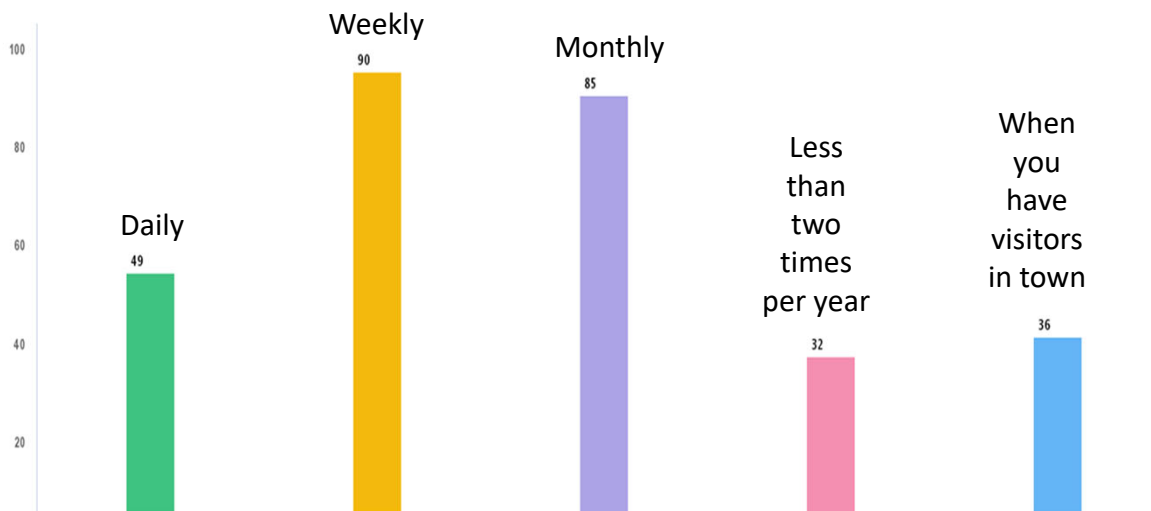
A place to go eat - 28 responses

Recreation – photography, run around in the grass – 28 responses

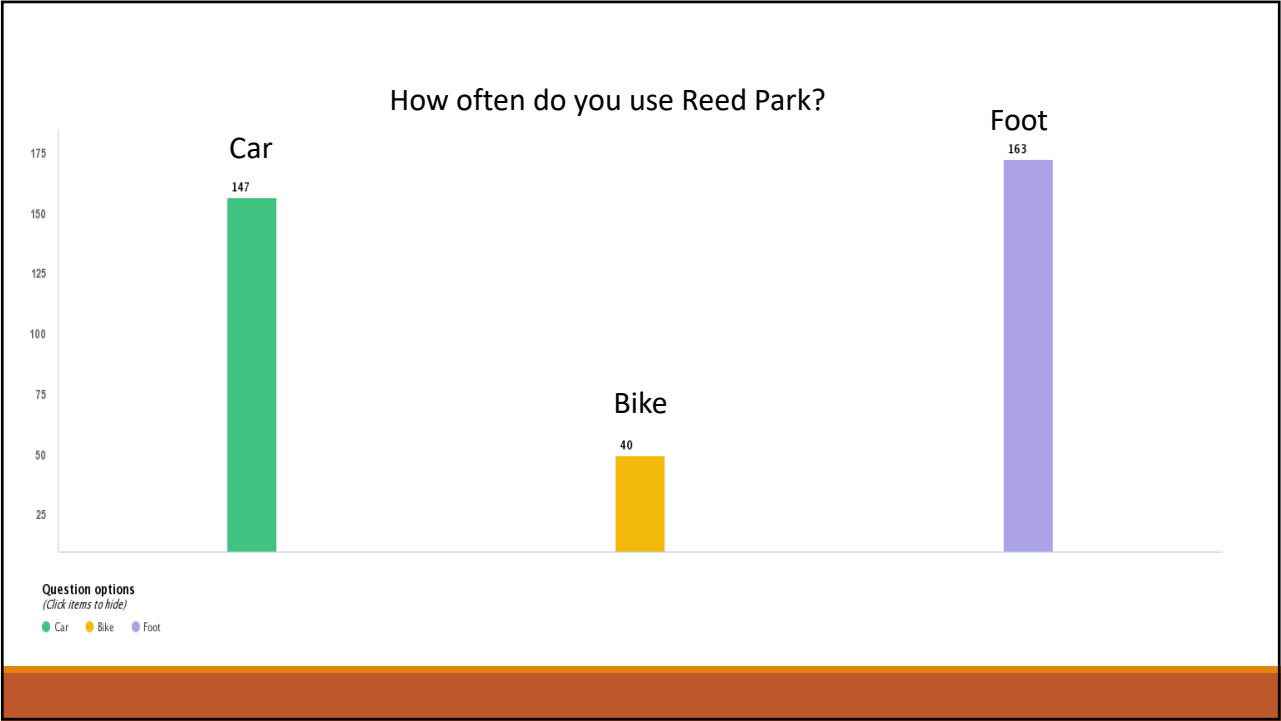


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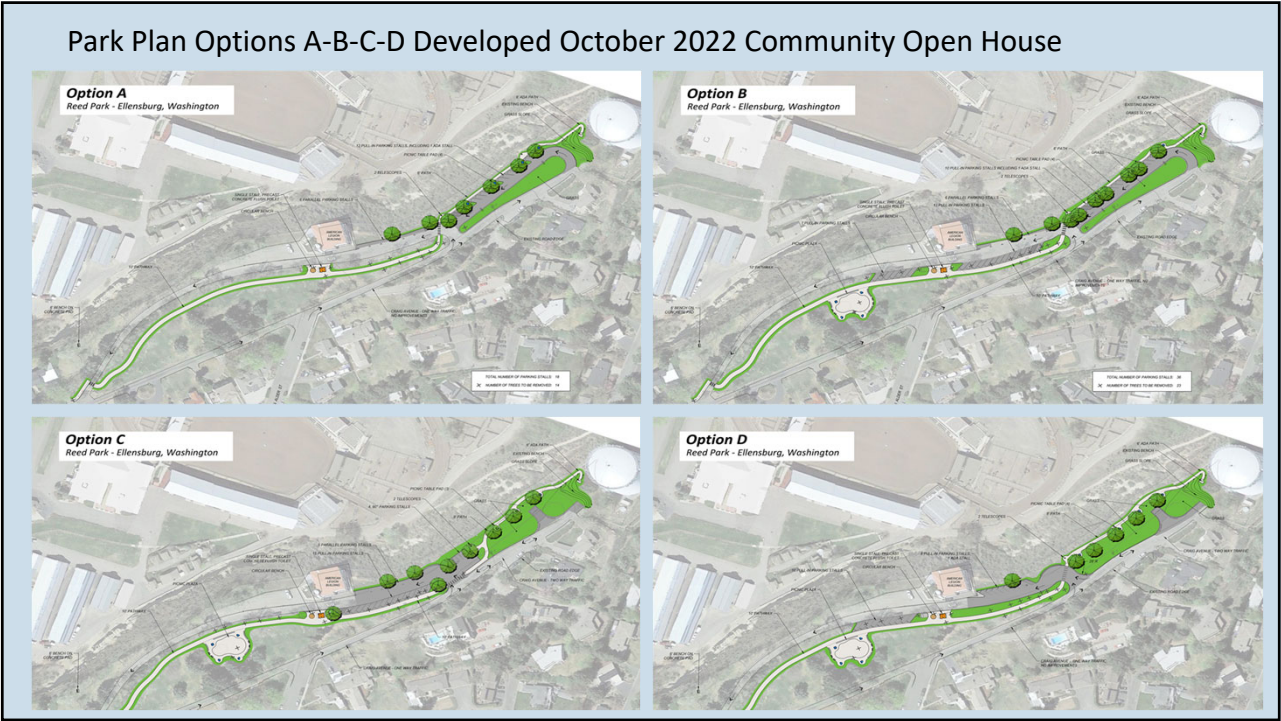
How often do you use Reed Park?



14



15



16



Community Open House #3 – November 16, 2022 – Four Plans Presented

17



18



19

Park Plan Option 'D' - March 6, 2023 Council Meeting

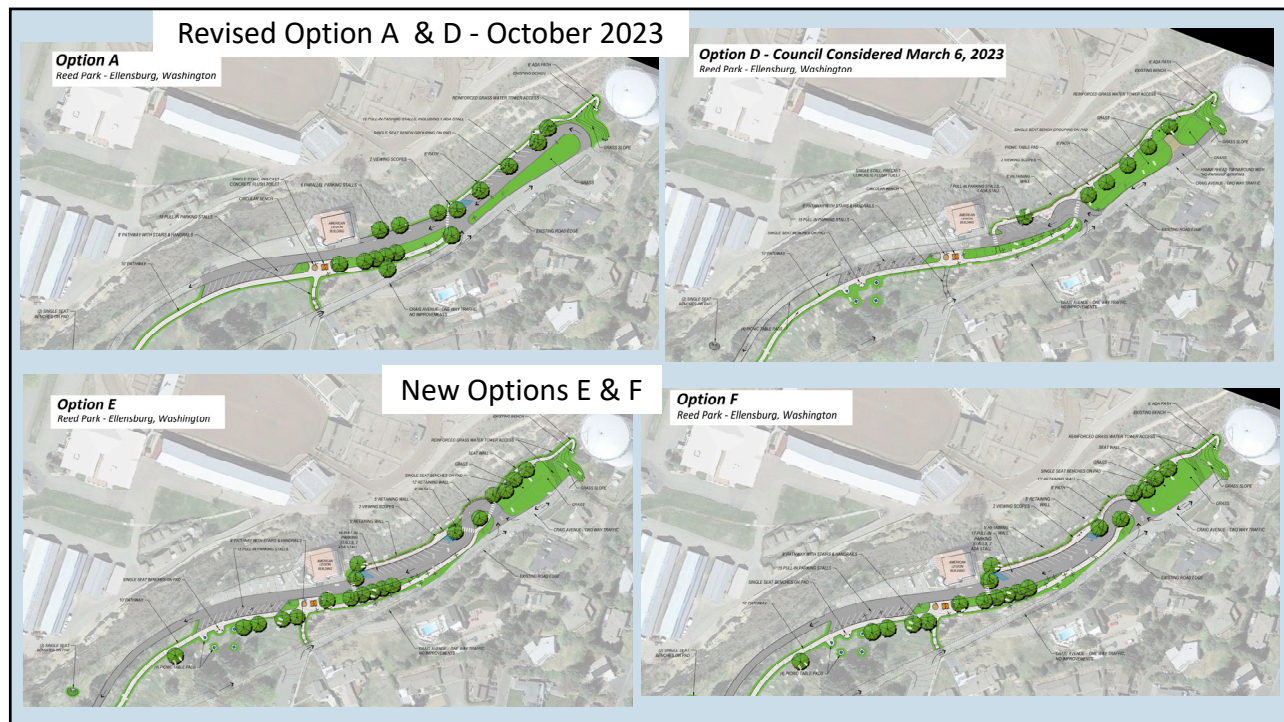
Councilmember Elliott recommended sending the study back to the Parks and Recreation Commission to reconsider options and parking at the American Legion.

Councilmember Winn moved to send the plan back to the Parks and Recreation Commission for review. **Motion Died for Lack of Second.**

Councilmember Elliott moved to refer the Reed Park Master Plan back to the Parks & Recreation Commission to mitigate impacts to the American Legion. **Motion Approved 7-0.**



20



21

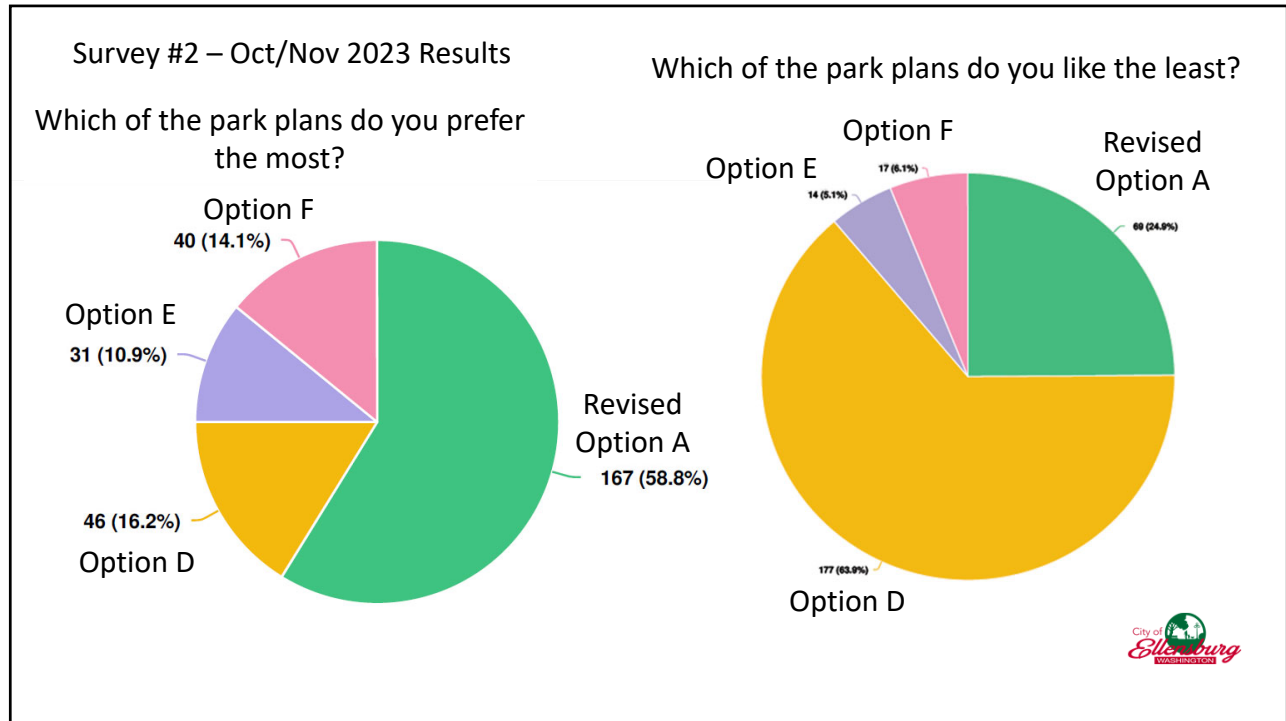
Survey #2 – Reed Park Concept Plan Survey

October 2023 – November 2023 -378 responses

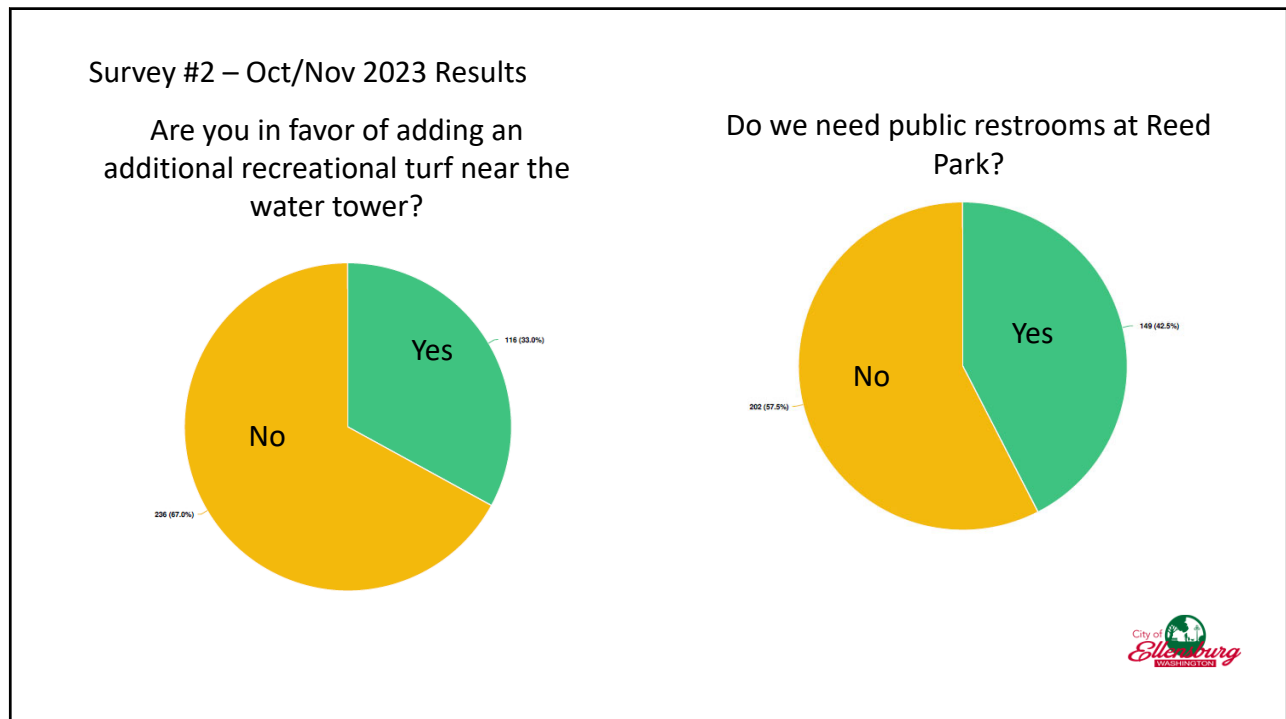
- Which of the park plans do you prefer most?
- Which of the park plans you prefer least?
- Asked some very specific questions about turf grass, bathroom, and parking
- 173 handwritten surveys were submitted by Save Criag's Hill organizers – all had the same exact answers and feedback ["No change" – not included in survey graph]



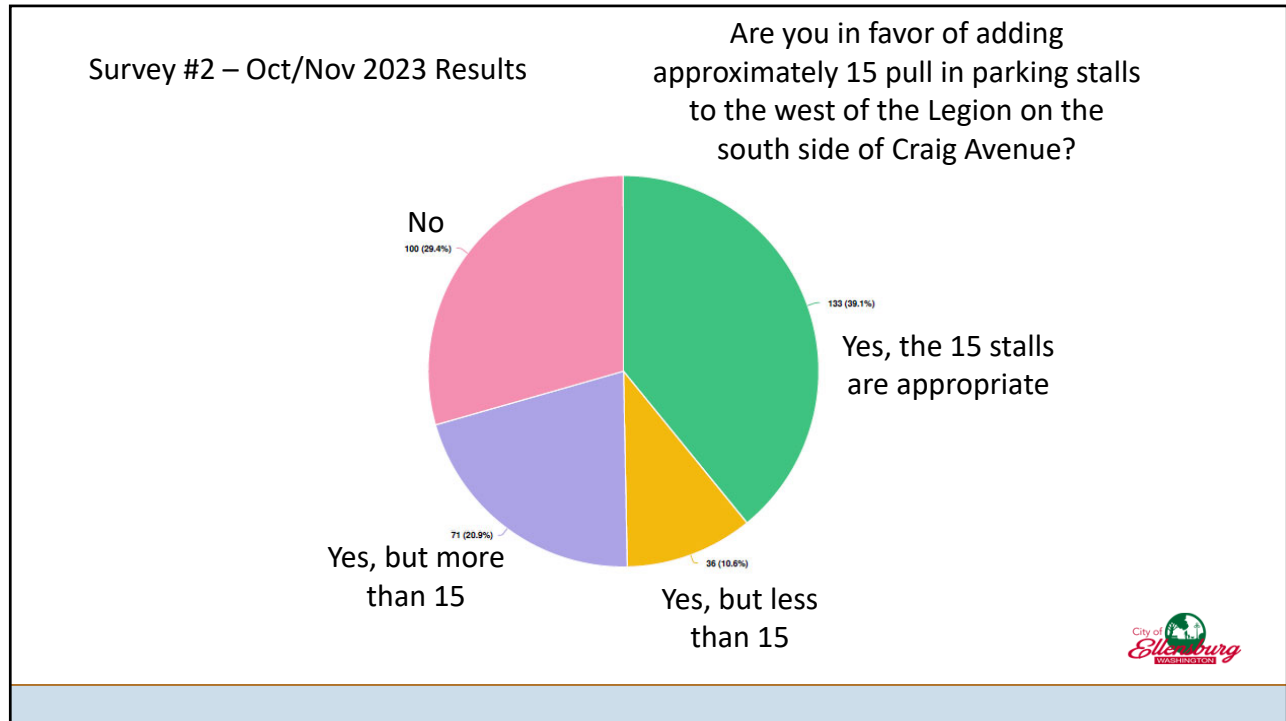
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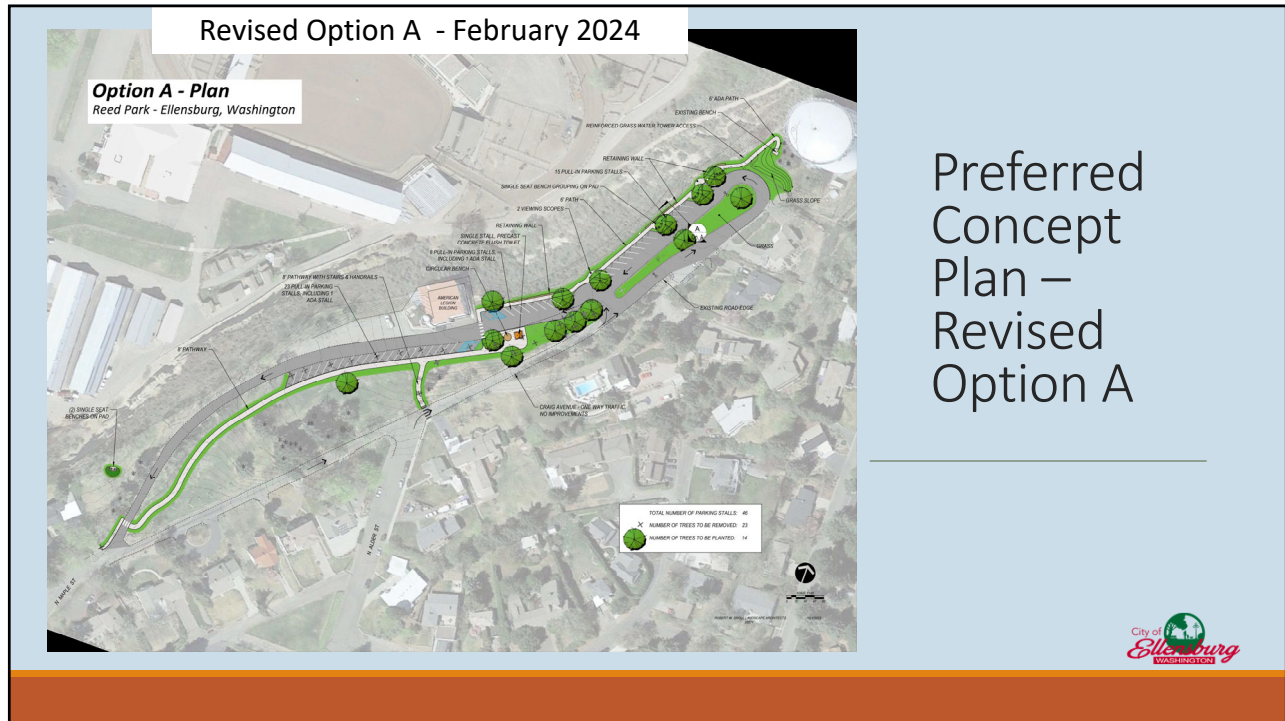
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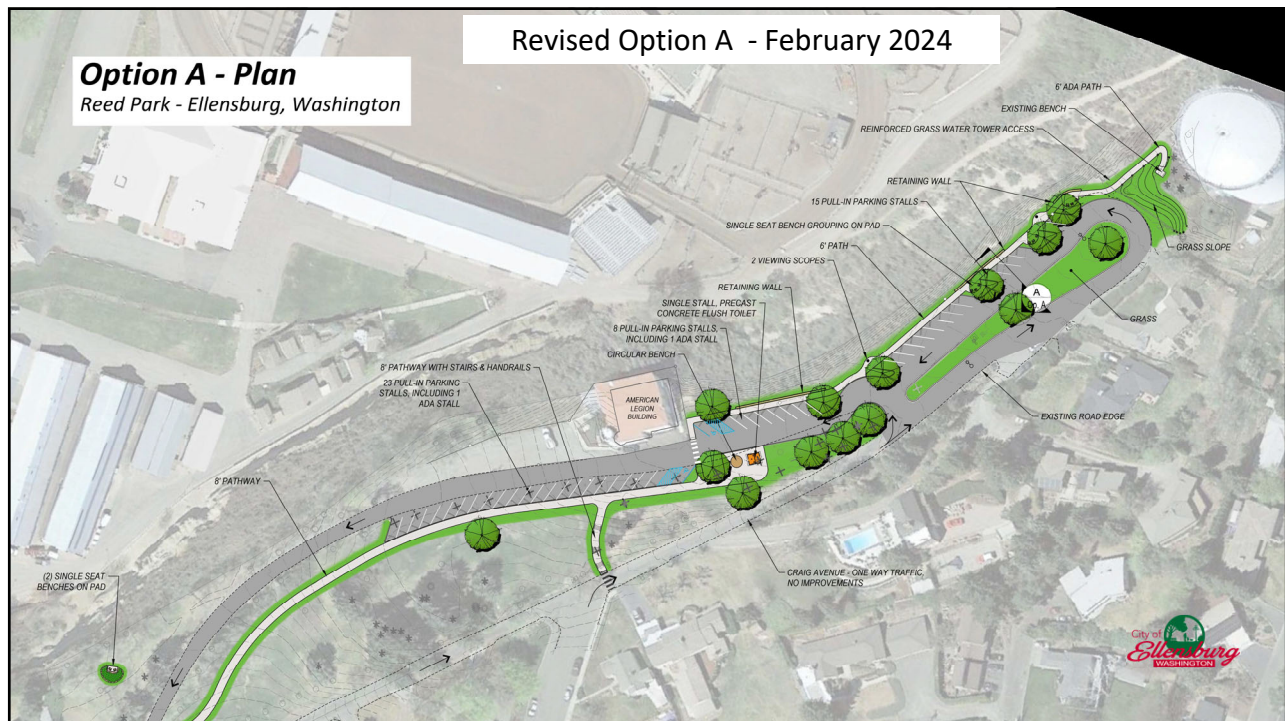
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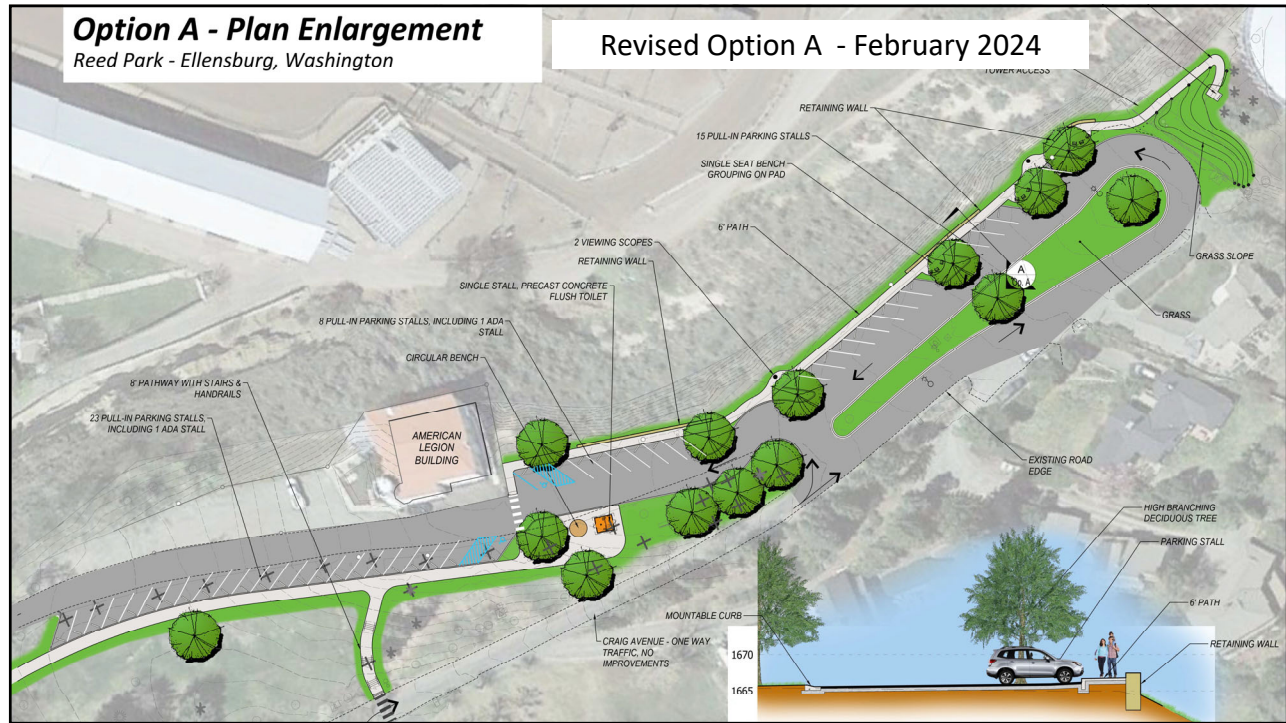
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27



28



29

Concerns Raised During the Master Planning Process

- Loss of overlook parking
- Location & width of pedestrian pathway
- Public restroom
- Loss of parking
- Trees planted along the overlook
- Fire Lane
- Honoring the conditions of the 1933 Deed
- Craig's Hill Water Tower – Pressure Zone Project
- Hillside Sloughing

30

Parking Comparison

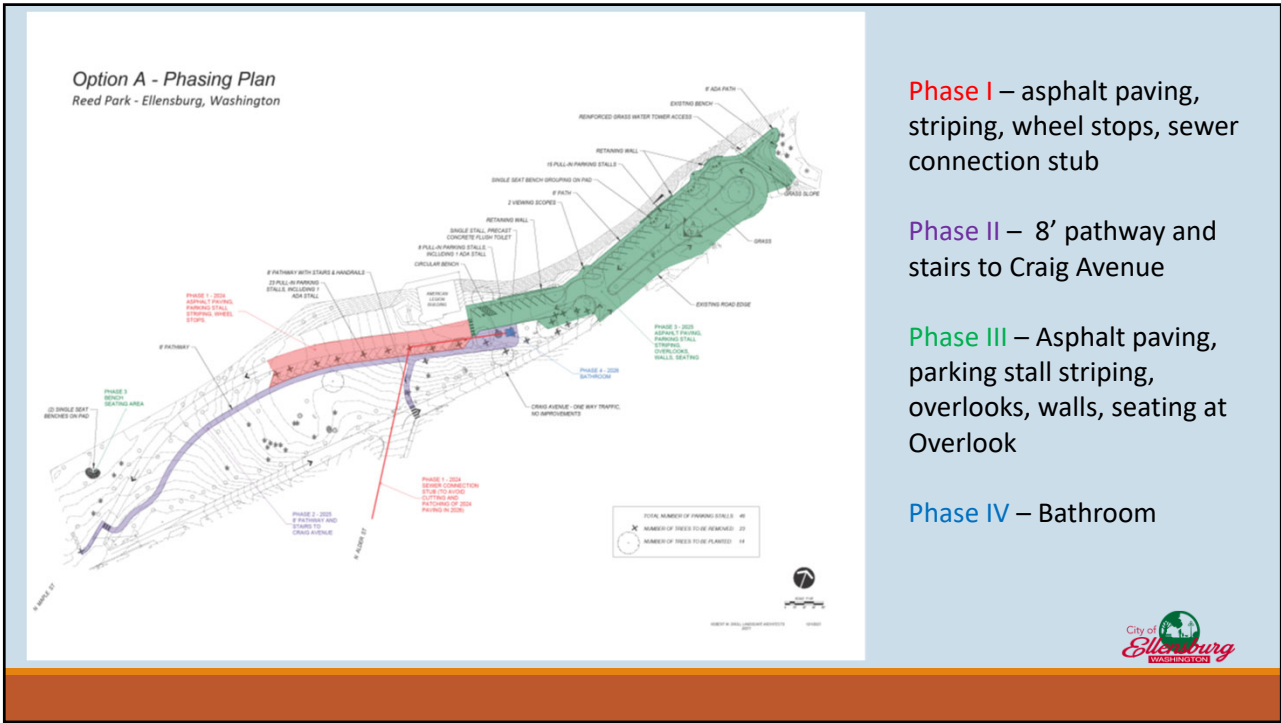
Previous Parking

Overlook	19
Overlook east of Legion	8
South Craig Avenue	20/18
Adjacent Legion Building	3
Legion Parking Lot	20
Total Parking Stalls	70/68

Revised Option A Plan Parking

Overlook	15
Overlook east of Legion	8
South Craig Avenue	23
Adjacent to Legion Building	3
Legion Parking Lot	20
Total Parking Stall	69

31



32

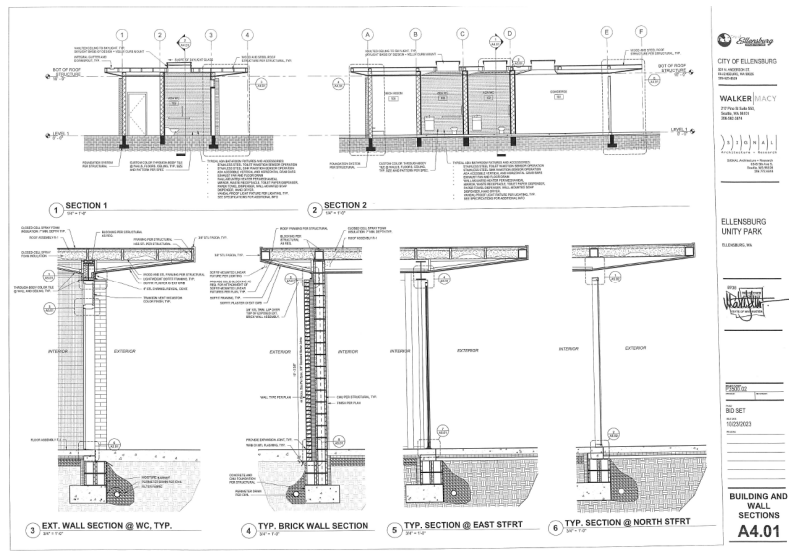
Plan v. Project
Unity Park
Master Plan –
Conceptual in
nature,
elements of
the park
identified,
location and
general layout



Master Plan
Example

33

**Project
Example**



34

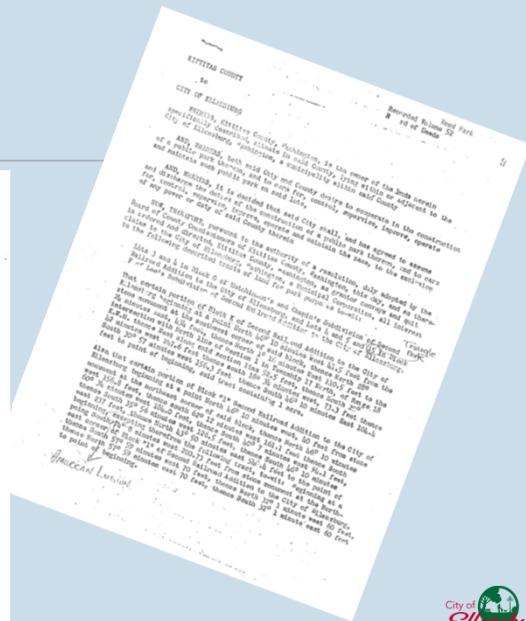
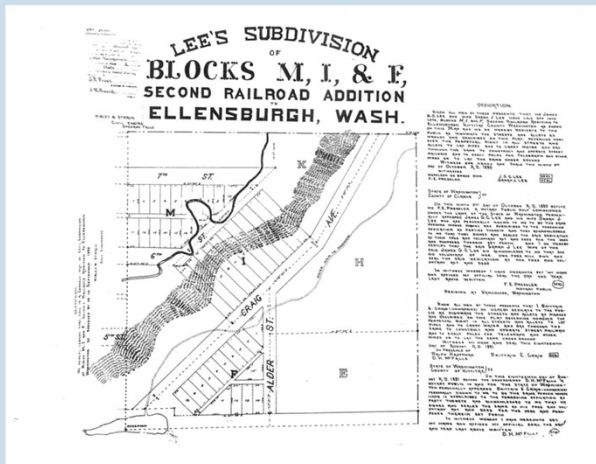
Ownership & Deed Interpretation

TERRY WEINER, ASSISTANT CITY MANAGER/CITY ATTORNEY



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Deed Information



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Reed Park Deed Timeline

Date	Description
09-15-1888	Second Railroad Addition platted
08-28-1891	Lee's subdivision plat of Blocks M, I and F of the Second Railroad Addition
01-05-1933 (recorded 2-6-1933)	Deed from County to City of Ellensburg: portions of Blocks G, K and I of Second Railroad Addition (excluding American Legion Property)
04-29-1933	Deed from Reeds to City of Lots 1 and 2 of Hutchinson and Chapin's Subdivision
11-22-1937	Deed from Reeds to City of Lots 5, 6 and 7 of Hutchinson and Chapin's Subdivision
04-14-1947	County deed of property to American Legion (creates discrepancy with area of exclusion in County's 1933 deed to City)
10-06-1999	Cruse survey of portion Hutchinson and Chapin's Subdivision of Block G
08-11-2003	Cruse survey for American Legion Boundary Adjustment
08-19-2003	Correction deed regarding American Legion property (referencing discrepancies between the 1933 County-City deed and 1947 County-American Legion deeds)
05-31-2005	Boundary Line Adjustment between City and American Legion

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Reed to City Deed – April 29, 1933

- Lots 1 and 2 in Hutchinson and Chapin's Subdivision of Block G with following restriction:

"That it is understood that the above property has been purchased by the grantee from the grantors for park purposes and a part of the consideration for the conveyance of said real property to the grantee is that it shall never be used for any other purpose than for park purposes. That should said property at any time be used for other than park purposes, it shall revert to the grantors, their heirs or assigns."

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County to City Deed Requirements – January 5, 1933

WHEREAS, it is decided that said **City shall**, and has agreed to assume and discharge the duties of the construction of a public park thereon, and to **care for, control, supervise, improve, operate and maintain** the same, **to the exclusion of any power or duty of said County** therein.

* * * * *

That **nothing shall be erected or permitted** on the hillslope which will **prevent view of the arena by persons charged admission** to the park. (as also stated in ECC 1.16.240)

That **parking places shall be provided between the Vista House and the reservoir** to be **designated by survey of the County Engineer** under the **orders of the County Commissioners**. (as also stated in ECC 1.16.280)

**See Letter from Board of County Commissioners 3-13-2023

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Craig's Hill Water Tower & Pressure Zone Project

RYAN LYYSKI, PUBLIC WORKS & UTILITIES DIRECTOR



40

Craig's Hill Water Tower

- Steel Reservoir Built in 1960
- 4 Million Gallon Reservoir
- Approx. Height is 70'
- Tank Diameter is 100'
- Concrete Base (incl. Footings) Diameter is 103.5'



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Craig's Hill Water Tower Routine Inspections

- Annual Corrosion Inspection
- Cathodic Protection in 2023 found "Adequate Protection"
- Tank internally inspected every 8-10 years (last two were)
 - 2023 Inspection by Integrated Underwater Services found "Tank in good overall condition".
 - 2016 inspection found walls and floor to have no defects or rusting and no other issues
- Routine inspections by Water Dept. and Engineering Staff
- 3/12/2024: Walked perimeter of tower and found no visible cracking in reservoir foundation

5/22/2023 10:08:15 AM
City of Ellensburg Craig's Hill Reservoir



42

Craig's Hill Water Tower – Asphalt Perimeter

- Asphalt is approx. early 1960's, when the reservoir was originally installed
- Asphalt surfaces naturally age and deteriorate over time due to exposure to elements, becoming brittle, shrinking, and cracking
- No work on this existing asphalt has been completed in the last 25 years (minimum) as surface not being open to pedestrians or vehicles
 - Active asphalt roadways are routinely crackfilled/sealed and chipsealed
- There are no signs of vertical discontinuity with this asphalt cracking, that would be common with subgrade or settlement issues



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CRAIG HILL WATER PRESSURE IMPROVEMENTS NOTICE

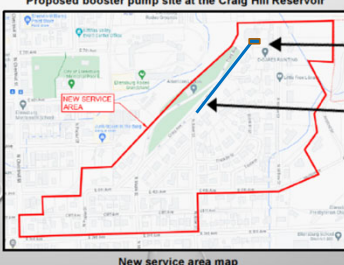
The City of Ellensburg will be improving water pressure to your home.

PROJECT DETAILS:

- Residential water pressures will be improved in the Craig Hill neighborhood in 2024. Residents who currently experience 30-50 psi in their homes can expect pressure to increase to ~~60-75 psi~~ 38-58 psi.
- The project will increase available storage in the Craig Hill water tank and improve fire flows.
- To accomplish this, the City will be constructing a new pump house at the Craig Hill Reservoir site and trenching a new water main along Craig Avenue.
- Additionally, valve and hydrant upgrades will be made at various intersections in the Craig Hill area to create the new higher-pressure zone.
- The City will provide 48 hours advance notice for any temporary shut down of water service needed to complete the project.
- For more info, please contact the City of Ellensburg at (509) 962-7230.



Proposed booster pump site at the Craig Hill Reservoir



New service area map

Project Flyer

Distributed to Properties in the Project Service Area in June of 2023

← New Pump Station

← New Water Main Extension

44

SEPA Environmental Permitting Review

Determination of
Non-Significance
August of 2023



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Project Geotechnical Report Completed in June 2023 – Geotechnically Feasible Determination

GEOTECHNICAL ENGINEERING REPORT

City of Ellensburg
Craig Hill Pump Station Improvements
Ellensburg, Washington

Prepared for: HLA Engineering and Land Surveying,
Inc.

Project No. 220488 • June 5, 2023

Aspect Consulting, LLC



Nicholas C. Scot, PE
Associate Geotechnical Engineering
nszot@aspectconsulting.com

J. Bodie McCosby, GIT
Project Geologist
bmccosby@aspectconsulting.com

ASPECT CONSULTING

4 Geotechnical Considerations and Recommendations

Based on our evaluations, we conclude the Project is feasible from a geotechnical perspective, provided the recommendations in this report are properly incorporated into design and construction. In summary, the major geotechnical recommendations and considerations for Project design and construction include:

- The proposed new pump station structure can be supported on conventional shallow foundations (strip footings) and slab-on-grade bearing on a crushed surfacing base course [CSBC] leveling pad or capillary break layer, respectively, placed directly onto firm, native Ellensburg Formation, or structural fill compacted directly over Ellensburg Formation.
- Concrete block retaining walls up to about 5 feet tall (retained height) around the building can be used to facilitate grade transition.
- Earthwork for the building and utility excavations can generally be completed with conventional earthwork equipment, such as backhoes, excavators, and dozers. Some of the on-Site soil can be repurposed as structural fill.

Detailed geotechnical design and construction recommendations are presented in the following sections.

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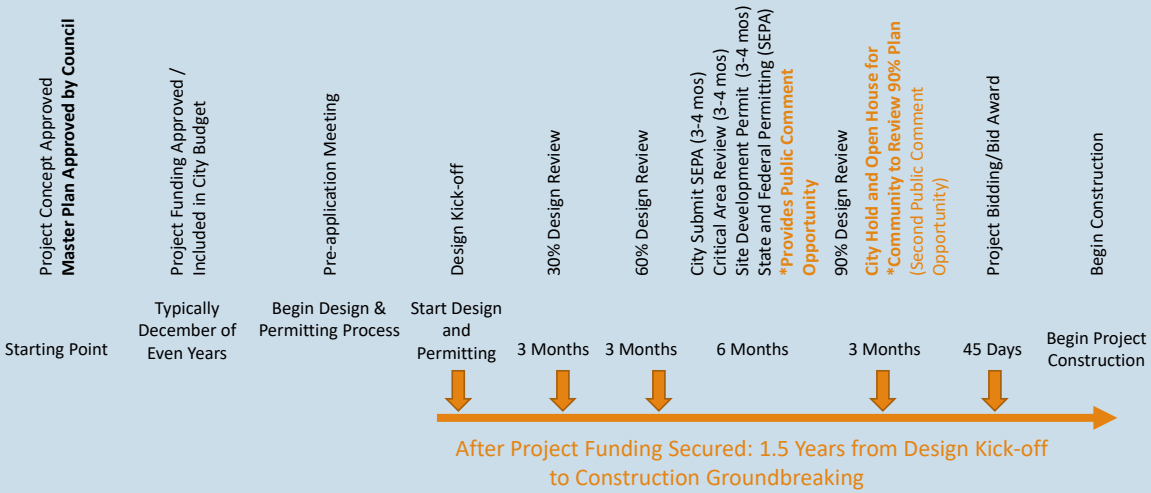
How a Plan Becomes a Project

DAN CARLSON, COMMUNITY DEVELOPMENT DIRECTOR



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Project Development Timeline



48

Project Permitting/Review Requirements

Preapplication Meeting

Site Development Permit

Critical Area Review

State Environmental Policy Act (SEPA) Review

Pre-application Start Design and Permitting 30% Design Review 60% Design Review Entitlement and Permitting 90% Design & Open House Project Bid Begin Project Construction



After Project Funding Secured: 1.5 Years from Design Kick-off to Construction Groundbreaking

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Site Development Permit

Required by ECC 15.250.020

Review activities involving removal of vegetation, excavation, grading, and earthwork in order to protect public health, safety, and welfare

- Minimize stormwater and erosion control impacts
- Protect sensitive areas
- Prevent damage to property and harm to persons caused by excavations and fill

Requirements/Standards

- Slope
- Erosion Control
- Preparation of ground
- Fill material
- Drainage

Notice/Public Comment

- Notice of application by mail and newspaper
- 21-day comment period

Start Design and Permitting 30% Design Review 60% Design Review Entitlement and Permitting 90% Design & Open House Project Bid Begin Project Construction



After Project Funding Secured: 1.5 Years from Design Kick-off to Construction Groundbreaking

50

Critical Area Review

Required by ECC 15.610.10

Applies to anyone altering a critical area or buffer

Requirements

- Critical area report prepared by qualified professional
- Incorporation of best available science to evaluate project and impacts
- Requirements specific to geologically hazardous areas
- Landslide hazard area (ECC 15.640.020, 2007 BAS Report)

Start Design
and
Permitting

30%
Design
Review

60%
Design
Review

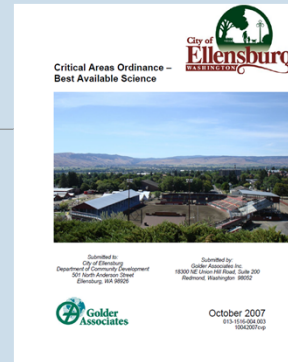
Entitlement and
Permitting

90% Design &
Open House

Project
Bid

Begin Project
Construction

After Project Funding Secured: 1.5 Years from Design Kick-off
to Construction Groundbreaking



51

Critical Area Review

Geologically hazardous areas requirements (ECC 15.640.040)

- Address project area and area within 200 feet or that could be affected by proposal
- Geological hazard assessment
 - Site and construction plans
 - Type of impacts
 - Location of structures, fill, materials, drainage facilities
 - Topography and all hazard areas
 - Clearing limits
- Assessment of geological characteristics
 - Description of surface and subsurface geology, hydrology, soils, vegetation, hazard areas
 - Detailed overview of field investigations, published data, site-specific tests, investigations, or studies
 - Description of site vulnerability to seismic and other geologic events
- Analysis of proposal

October 2007

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013-1516-004.003

- establishing its toe and top and measured by averaging the inclination over at least 10 feet of vertical relief.
- Areas potentially unstable as a result of rapid stream incision, stream bank erosion, and undercutting by wave action.
- Areas that have shown evidence of, or at risk from, snow avalanches.
- Areas located in a canyon or on an active alluvial (soil deposited by a river or other running water) fan that are presently or potentially subject to inundation by debris flows or catastrophic flooding.



View to the south of old railroad grade cut through Craig's Hill with water reservoir on top of hill. Note accumulation of slope debris along toe of cuts and over-steepened slopes.

Although gravity acting on steep slopes is the primary cause for landslides, there are other contributing factors. These factors may include erosion by rivers that undercut or remove the toe of a slope, the accumulation or stock piling of soil material or some other load near the crest (top) of a slope, and earthquakes.

The City of Ellensburg is located on gently sloping topography formed upon the alluvial fan surfaces along the southwest flank of the Wenatchee Mountains, and thus has very few slopes that would qualify as steep-slope hazards or landslide hazards under the GMA guidelines.

One exception is the Craig's Hill area located on the northeast side of Ellensburg. Craig's Hill is a linear southwest to northeast trending hill that extends nearly 100 feet above the surrounding terrain. Based on the topographic map, it appears that a cut was made through the hill during the construction of the Milwaukee St. Paul and Pacific Railroad right-of-way that resulted in two local hills, Craig's Hill and Radio Hill. Craig's Hill was mapped by Tabor et al in 1982 as underlain by Thorp Gravels which are described as weakly cemented boulder or cobble gravels. The Thorp Gravels exposed on the north side of Craig's Hill are erosional remnants or terraces composed of older alluvial deposits that have been buried by younger alluvium and extend above the surrounding alluvial fan surface. The steepest (over 40 percent) slopes on Craig's Hill are on the northwest side, facing the fairgrounds. The cuts made into the hill have resulted in over-steepened slopes that have continued to degrade with time. Accumulations of slope debris along the toe of the slopes as may be seen on the north and west sides of Craig's Hill, as well as on the surrounding cut slopes. These cut slopes are considered steep-slope hazards as defined by the GMA.

The existing Ellensburg Critical Areas District code (Chapter 13.39) identifies the aforementioned areas as the "Slope immediately west of Brick Road" and the "Slope immediately south of the Kittitas County Fairgrounds annual burns extending around the base of the city water tower." In addition, the Critical Areas District identifies "the slope immediately south of the area of the intersection of 10th Avenue and Cora Street."

Currently the City of Ellensburg code allows certain permitted uses on slopes exceeding 40 percent. These include: open space, passive recreation, education resource areas, required setbacks, and landscaped areas. All other permitted uses are subject to the

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Critical Area Review

Geologically hazardous areas requirements (ECC 15.640.040)

- Address project area and area within 200 feet or that could be affected by proposal
- Geological hazard assessment
 - Site and construction plans
 - Type of impacts
 - Location of structures, fill, materials, drainage facilities
 - Topography and all hazard areas
 - Clearing limits
 - Assessment of geological characteristics
 - Description of surface and subsurface geology, hydrology, soils, vegetation, hazard areas
 - Detailed overview of field investigations, published data, site-specific tests, investigations, or studies
 - Description of site vulnerability to seismic and other geologic events
- Analysis of proposal

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Critical Area Review

Performance standards (ECC 15.640.050)

- A. Alterations of geologically hazardous areas or associated buffers may only occur for activities that:
1. Will not increase the threat of the geological hazard to adjacent properties beyond pre-development conditions;
 2. Will not adversely impact other critical areas;
 3. Are designed so that the hazard to the project is eliminated or mitigated to a level equal to or less than pre-development conditions; and
 4. Are certified as safe as designed and under anticipated conditions by a qualified engineer or geologist, licensed in the state of Washington.

Notice/Public Comment

- Notice of application by mail and newspaper
- 21-day comment period

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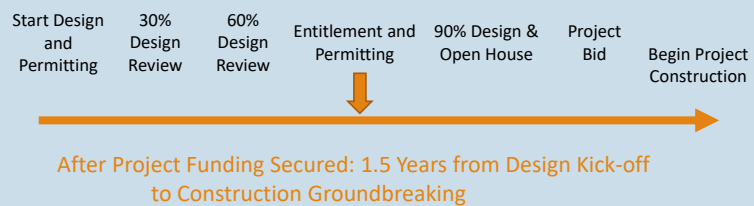
SEPA Background

SEPA adopted in 1971 to address environmental issues

Modeled after National Environmental Policy Act (NEPA)

Gives agencies tools to consider and mitigate for environmental impacts of proposals

Includes provisions to involve the public, tribes, and interested agencies in review process prior to a final decision being made.



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SEPA Review

Environmental review begins with SEPA Checklist:

Includes questions about proposal, location, activities, and potential impacts on each element of the environment (such as earth, water, land use, etc.).

Applicants prepare and submit checklist.

Lead official reviews checklist and circulates to public, tribes, and agencies to determine what permits are need, what mitigation is required, if additional studies are required, etc.

All information gathered leads to threshold determination for proposal (DNS, MDNS, DS).

The agency decision-maker must consider the environmental information, along with technical and economic information, when deciding whether to approve a proposal. Decision-makers may use SEPA substantive authority to condition or deny a proposal based on information in the SEPA document and the agency's adopted SEPA policies. (RCW 43.21C.030(b) and 43.21C.060)

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Fire Lane Resolution

HEIDI BEHREND CERNIWEY, CITY MANAGER

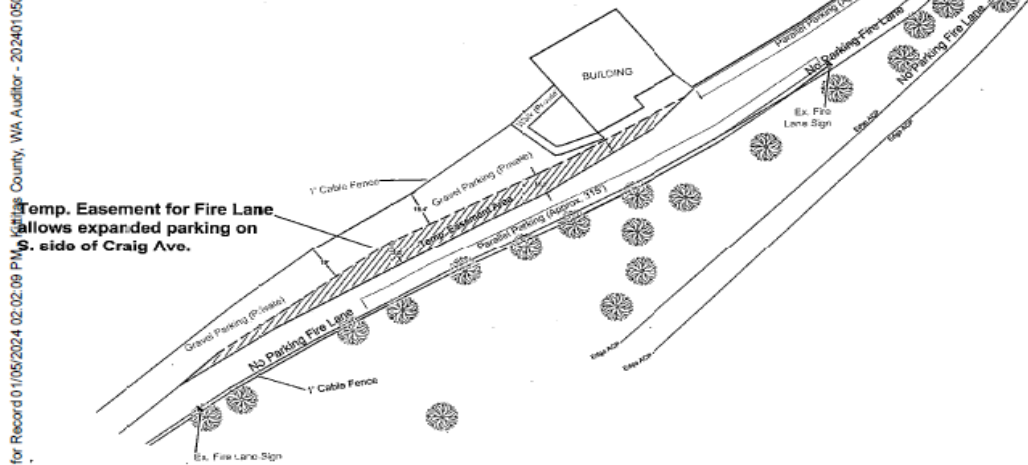


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58

Fire Lane Resolution



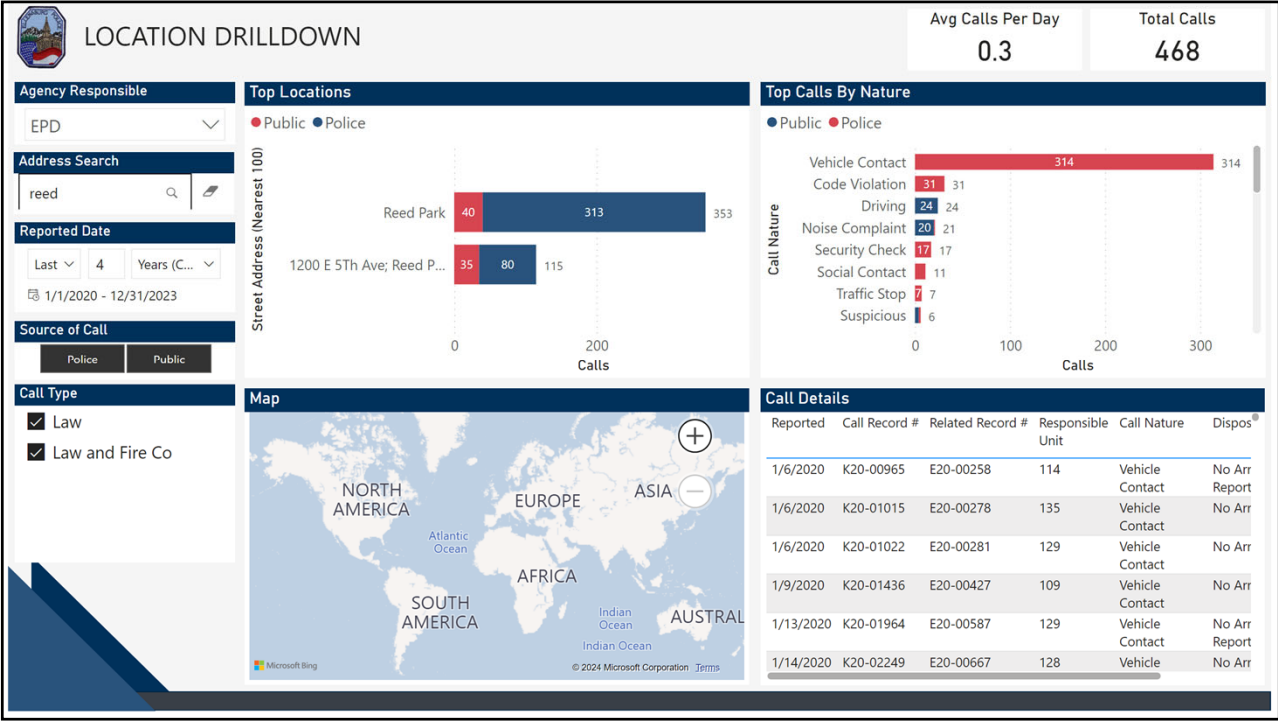
59

Enforcement & Traffic

CAPTAIN JIM WEED, ELLENSBURG POLICE DEPARTMENT



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Hill Sloughing & Mitigation

HEIDI BEHREND S CERNIWEY, CITY MANAGER

City of Ellensburg
WASHINGTON

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Hillside Sloughing & Geo Tech

Geologic Hazard Site Reconnaissance and Document Review (March 28, 2023)

Kittitas County and the City of Ellensburg are collaborating to resolve the longstanding errors in parcel ownership as shown on the County's GIS parcel information map and to determine and implement any slope stability mitigation measures we agree are reasonably necessary based on expert geotechnical consulting advice

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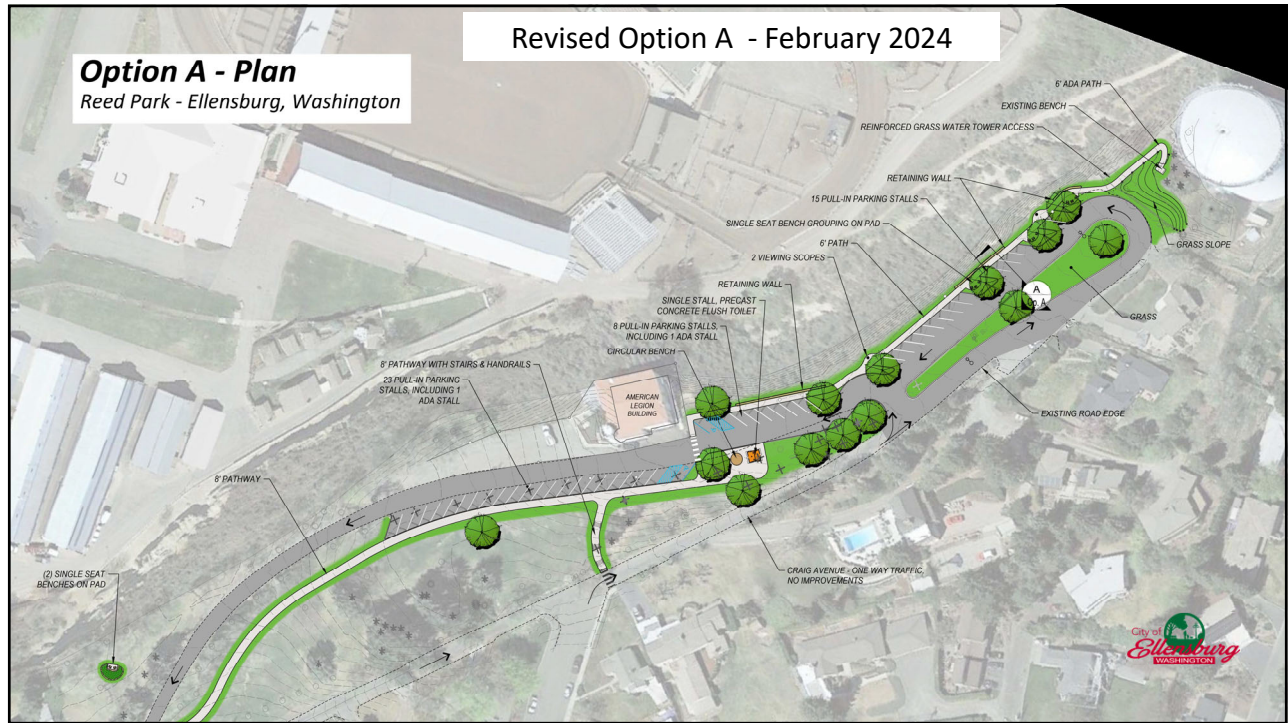
Recommendation – Revised Option A February 2024

MEETS GOAL OF PARK PLAN DESIGN

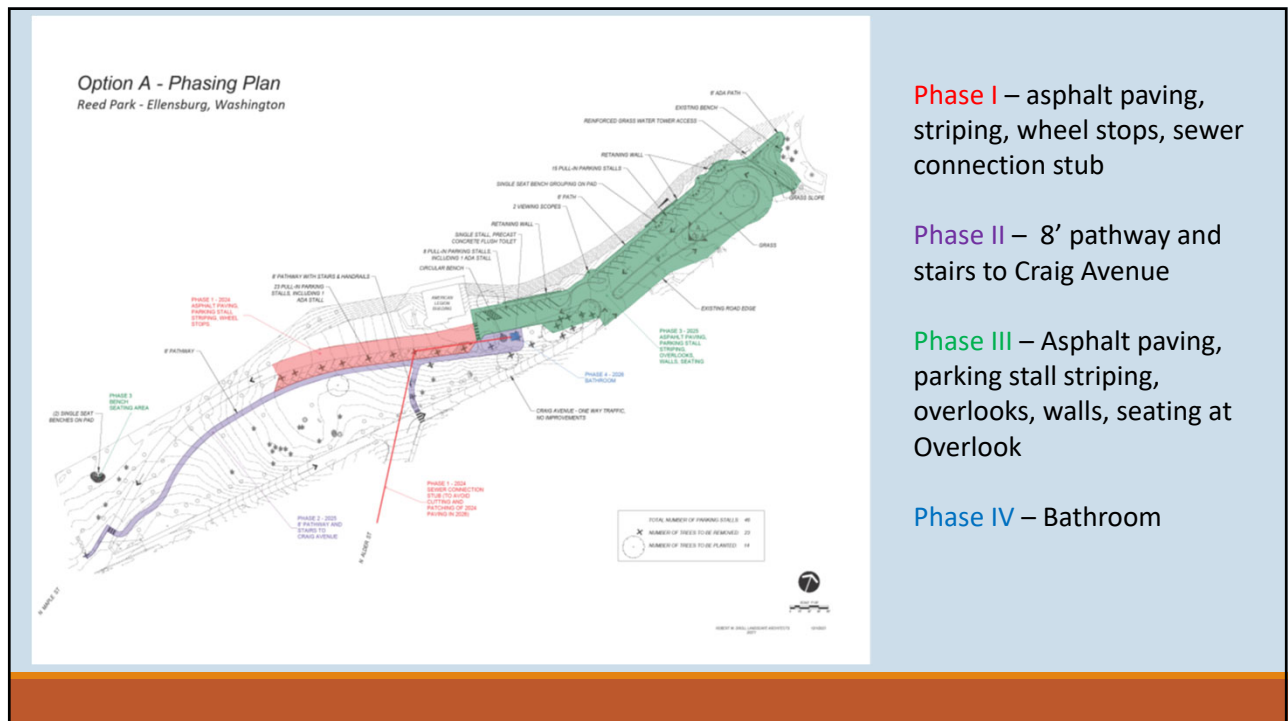
MITIGATES CONCERNS EXPRESSED BY THE AMERICAN LEGION – SEE LETTER DATED 2-14-2024



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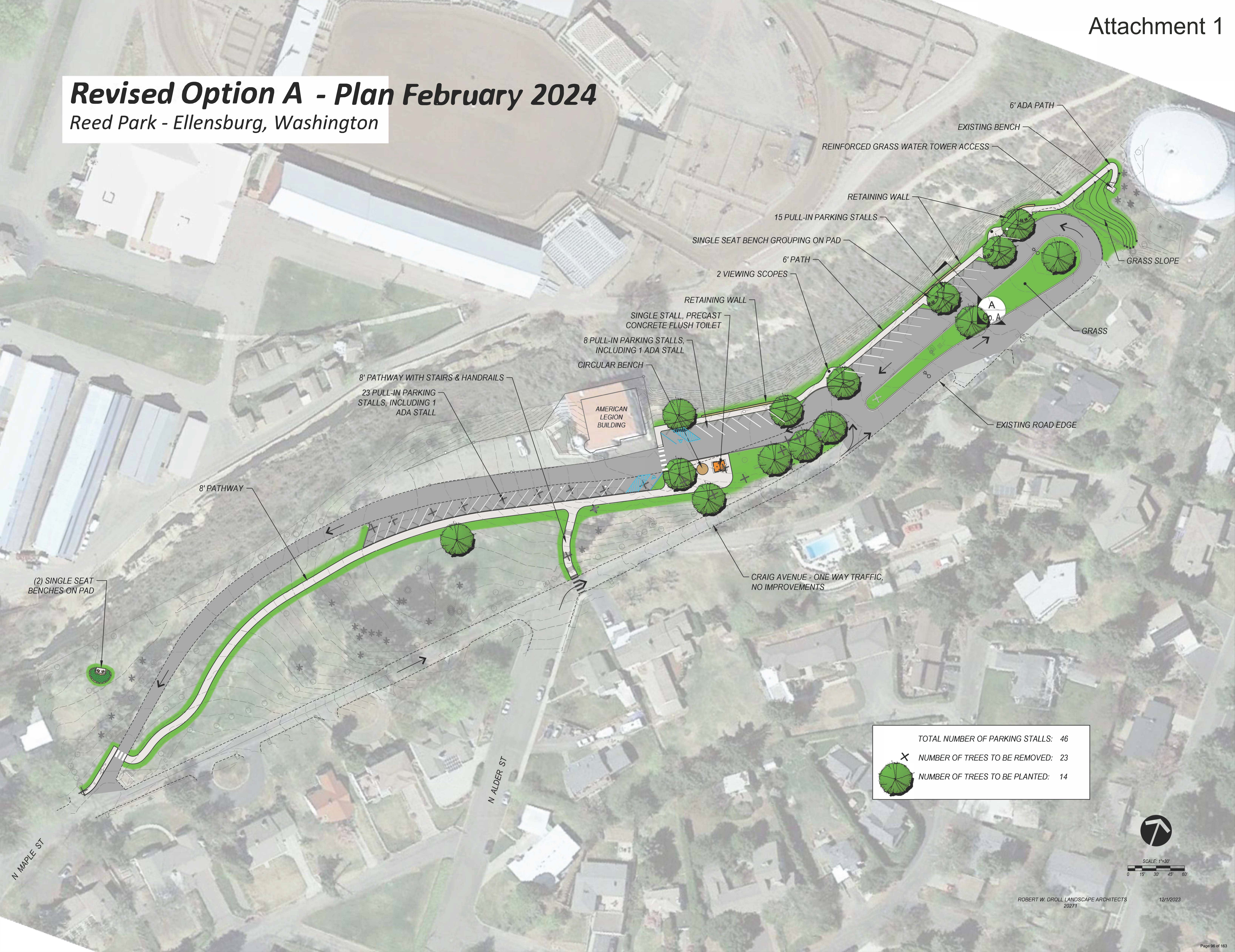
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Questions?



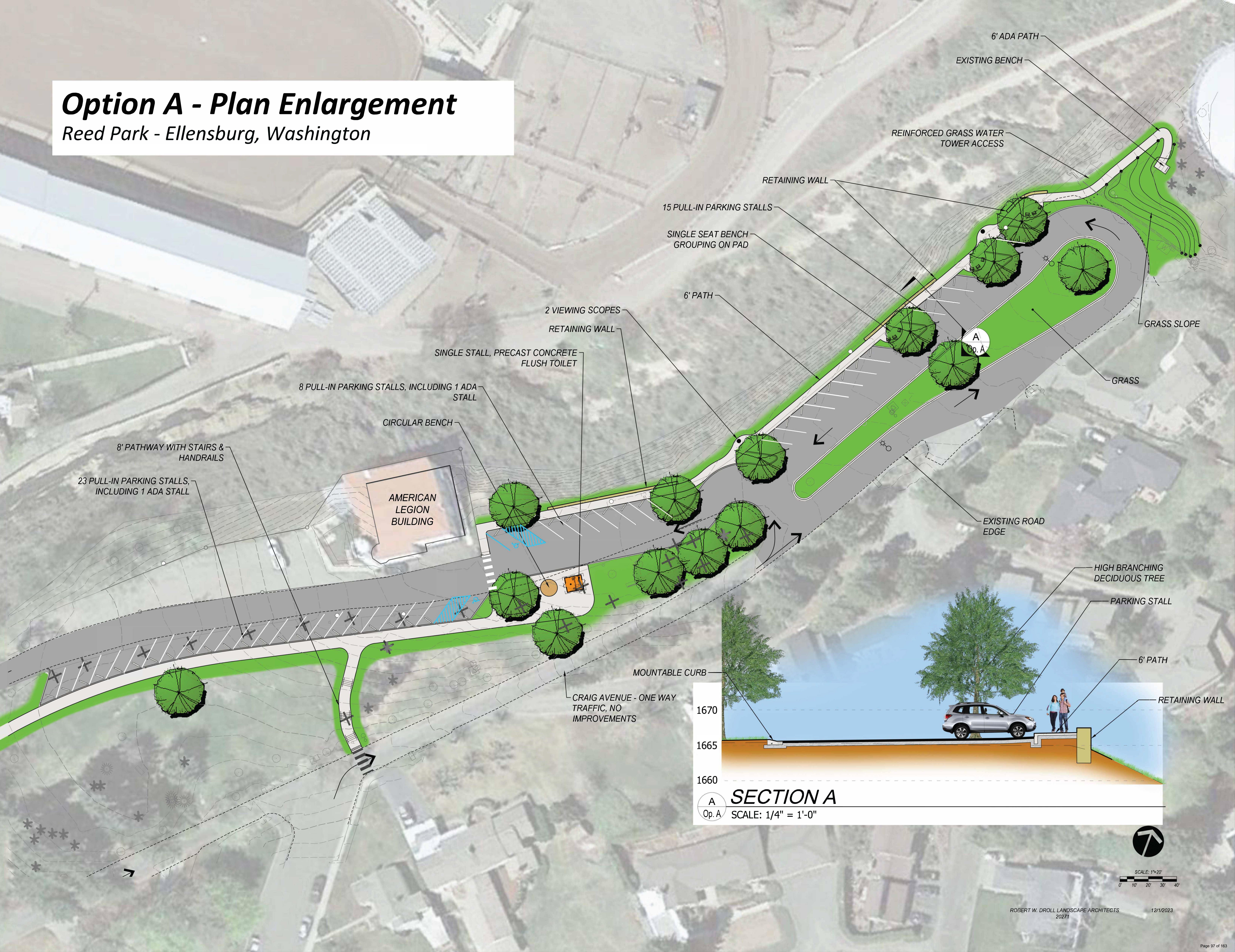
Revised Option A - Plan February 2024

Reed Park - Ellensburg, Washington



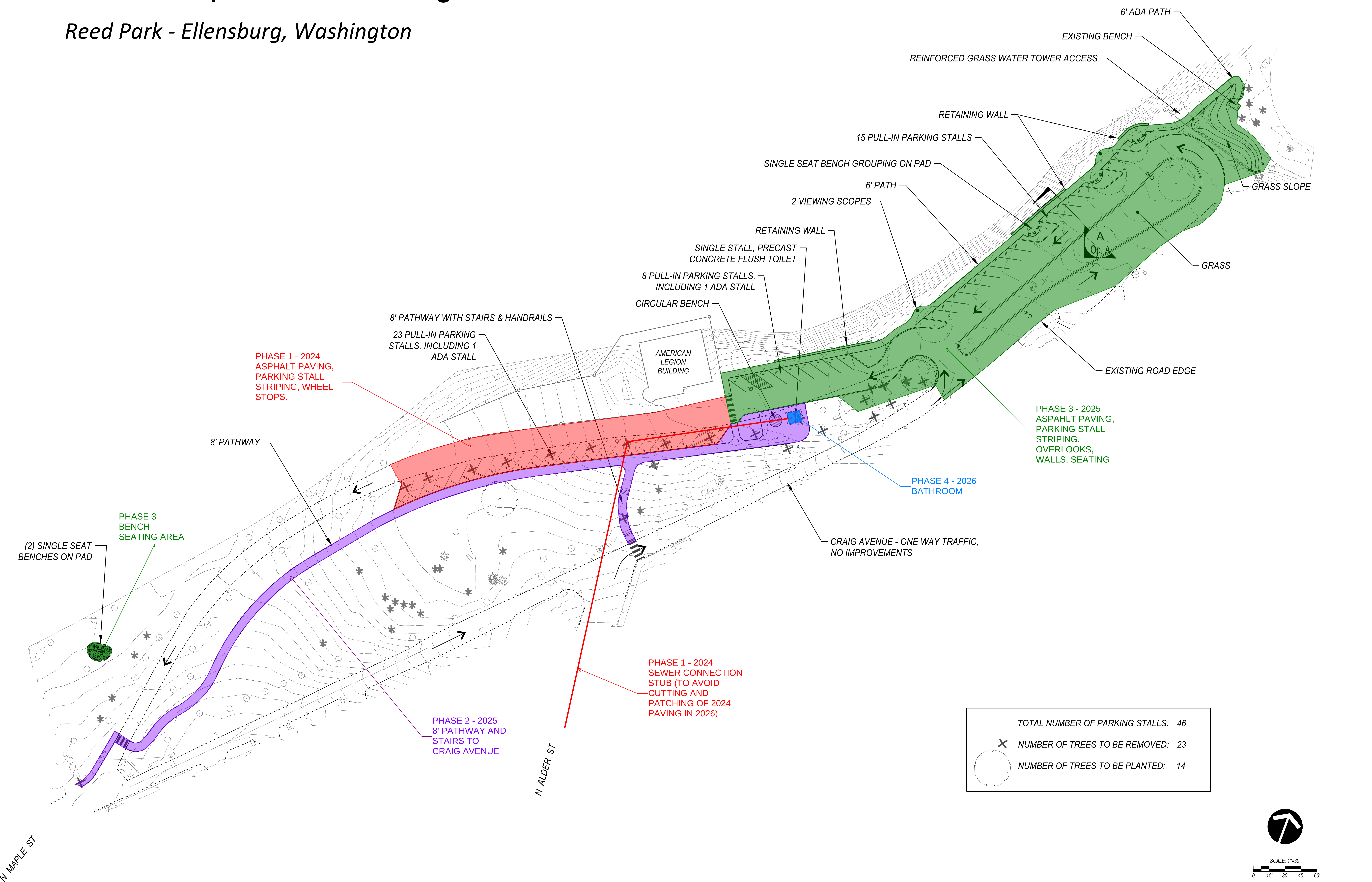
Option A - Plan Enlargement

Reed Park - Ellensburg, Washington



Revised Option A - Phasing Plan

Reed Park - Ellensburg, Washington



Reed Park Master Plan

Option A - Estimate of Probable Costs

LINE	ITEM DESCRIPTION	ITEM SUBTOTAL	QUANTITY	UNIT	UNIT COST	ITEM SUBTOTAL	MOBILIZATION @ 10%
1	Phase 1						
2	Site Preparation						
3	Trench Safety Provisions	\$ 16,500	1	ls	\$ 15,000.00	\$ 15,000	\$ 1,500
4	Minor Change	\$ 10,000	1	ls	\$ 10,000.00	\$ 10,000	
5	Construction Surveying	\$ 6,600	1	ls	\$ 6,000.00	\$ 6,000	\$ 600
6	Temporary Construction Fence - 6 months	\$ 5,214	790	lf	\$ 6.00	\$ 4,740	\$ 474
7	Tree & Rootwad Removal	\$ 11,880	12	each	\$ 900.00	\$ 10,800	\$ 1,080
8	RR Tie and Cable Fence Removal	\$ 3,300	200	lf	\$ 15.00	\$ 3,000	\$ 300
9	Salvage & Install Existing Signs	\$ 1,320	1	ls	\$ 1,200.00	\$ 1,200	\$ 120
10	Subtotal	\$ 54,814					
11	Rounded	\$ 54,900					
12	Parking and Roadway Improvements						
13	Asphalt Pavement Removal	\$ 7,744	880	sy	\$ 8.00	\$ 7,040	\$ 704
14	Excavation, including offsite Haul - 10"	\$ 20,020	520	cy	\$ 35.00	\$ 18,200	\$ 1,820
15	Grubbing - 4"	\$ 4,235	110	cy	\$ 35.00	\$ 3,850	\$ 385
16	Geotextile Fabric for Separation	\$ 5,313	1,380	sy	\$ 3.50	\$ 4,830	\$ 483
17	CSBC - 6"	\$ 28,710	580	ton	\$ 45.00	\$ 26,100	\$ 2,610
18	CSTC - 2"	\$ 25,080	190	ton	\$ 120.00	\$ 22,800	\$ 2,280
19	Class 1/2" HMA - 3"	\$ 40,480	230	ton	\$ 160.00	\$ 36,800	\$ 3,680
20	Concrete Barrier Curb & Gutter	\$ 14,245	370	lf	\$ 35.00	\$ 12,950	\$ 1,295
21	Signage & Striping	\$ 2,200	1	ls	\$ 2,000.00	\$ 2,000	\$ 200
22	Topsoil Type A - 4"	\$ 1,760	20	cy	\$ 80.00	\$ 1,600	\$ 160
23	Seeding	\$ 177	1,070	sf	\$ 0.15	\$ 161	\$ 16
24	Trimming & Cleanup	\$ 6,600	1	ls	\$ 6,000.00	\$ 6,000	\$ 600
25	Subtotal	\$ 156,564					
26	Rounded	\$ 156,600					
27	Restroom Utility Stubs						
28	Excavation, including offsite Haul - 48" - Sewer	\$ 11,633	235	cy	\$ 45.00	\$ 10,575	\$ 1,058
29	Solid Wall PVC Sewer Pipe - 8"	\$ 35,640	405	lf	\$ 80.00	\$ 32,400	\$ 3,240
30	48" Sewer Manhole	\$ 11,000	1	each	\$ 10,000.00	\$ 10,000	\$ 1,000
31	Sawcut Asphalt Pavement	\$ 1,342	610	lf	\$ 2.00	\$ 1,220	\$ 122
32	Asphalt Pavement Removal	\$ 726	110	sy	\$ 6.00	\$ 660	\$ 66
33	HMA Patch - CSBC - 6"	\$ 29,700	600	ton	\$ 45.00	\$ 27,000	\$ 2,700
34	HMA Patch - CSTC - 2"	\$ 13,200	200	ton	\$ 60.00	\$ 12,000	\$ 1,200
35	HMA Patch - Class 1/2" HMA - 3"	\$ 4,840	22	ton	\$ 200.00	\$ 4,400	\$ 440
36	Excavation, including offsite Haul - 36" - Water	\$ 1,155	30	cy	\$ 35.00	\$ 1,050	\$ 105
37	PVC Pipe for 1" Water Main 1 In. Diam.	\$ 2,200	50	lf	\$ 40.00	\$ 2,000	\$ 200
38	Gravel Backfill for Pipe Zone Bedding - 4"	\$ 440	5	ton	\$ 80.00	\$ 400	\$ 40
39	Native Material for Trench Backfill	\$ 2,640	30	ton	\$ 80.00	\$ 2,400	\$ 240
40	Excavation, including offsite Haul - 16" - Restroom	\$ 792	12	cy	\$ 60.00	\$ 720	\$ 72
41	Geotextile Fabric for Separation	\$ 110	20	sy	\$ 5.00	\$ 100	\$ 10
42	CSBC - 12"	\$ 528	8	ton	\$ 60.00	\$ 480	\$ 48
40	Electrical Service	\$ 22,000	1	ls	\$ 20,000.00	\$ 20,000	\$ 2,000
41	Subtotal	\$ 137,946					
42	Rounded	\$ 138,000					
43	Rounded Subtotals	\$ 349,500.00					
44	Tax @ 8.4%	\$ 29,358.00					
45	Subtotal	\$ 378,858.00					
46	Contingency @ 15%	\$ 56,828.70					
47	Subtotal	\$ 435,686.70					
48	A/E Fees @ 12%	\$ 52,282.40					
49	Park Project Development Total	\$ 487,969.10					
50	Escalation 3.2% Per Year (2024)	\$ 503,584.12					
51	Phase 1 Development Rounded Total	\$ 503,600.00					
52	Phase 2						
53	Site Preparation						
54	Minor Change	\$ 10,000	1	ls	\$ 10,000.00	\$ 10,000	
55	Construction Surveying	\$ 6,600	1	ls	\$ 6,000.00	\$ 6,000	\$ 600
56	Tree & Rootwad Removal	\$ 3,960	4	each	\$ 900.00	\$ 3,600	\$ 360
57	Salvage & Install Existing Signs	\$ 1,320	1	ls	\$ 1,200.00	\$ 1,200	\$ 120
58	Subtotal	\$ 21,880					
59	Rounded	\$ 21,900					
60	Southern Pathways, Steps and Handrails						
61	Grubbing - 4"	\$ 8,085	210	cy	\$ 35.00	\$ 7,350	\$ 735
62	Excavation, including offsite Haul - 6"	\$ 9,240	240	cy	\$ 35.00	\$ 8,400	\$ 840
63	Geotextile Fabric for Separation	\$ 5,445	990	sy	\$ 5.00	\$ 4,950	\$ 495
64	CSBC - 6"	\$ 26,730	540	ton	\$ 45.00	\$ 24,300	\$ 2,430
65	Class 4000 Concrete Path - 4"	\$ 140,140	910	sy	\$ 140.00	\$ 127,400	\$ 12,740
66	8' Class 4000 Steps	\$ 19,800	150	sf	\$ 120.00	\$ 18,000	\$ 1,800
67	8' Class 4000 Storm Channel with Grate	\$ 2,640	8	lf	\$ 300.00	\$ 2,400	\$ 240
68	Pipe Handrail	\$ 4,840	40	lf	\$ 110.00	\$ 4,400	\$ 440
69	Irrigation Modification	\$ 13,200	4,900	sf	\$ 1.00	\$ 12,000	\$ 1,200
70	Topsoil Type A - 4"	\$ 17,600	200	cy	\$ 80.00	\$ 16,000	\$ 1,600

Reed Park Master Plan

Option A - Estimate of Probable Costs

LINE	ITEM DESCRIPTION	ITEM SUBTOTAL	QUANTITY	UNIT	UNIT COST	ITEM SUBTOTAL	MOBILIZATION @ 10%
71	Tree	\$ 1,980	3	each	\$ 600.00	\$ 1,800	\$ 180
72	Trimming & Cleanup	\$ 6,600	1	ls	\$ 6,000.00	\$ 6,000	\$ 600
73	Sod	\$ 13,073	12,510	sf	\$ 0.95	\$ 11,885	\$ 1,188
74	Subtotal	\$ 269,373					
75	Rounded	\$ 269,400					
76	Rounded Subtotals	\$ 291,300.00					
77	Tax @ 8.4%	\$ 24,469.20					
78	Subtotal	\$ 315,769.20					
79	Contingency @ 15%	\$ 47,365.38					
80	Subtotal	\$ 363,134.58					
81	A/E Fees @ 11%	\$ 39,944.80					
82	Park Project Development Total	\$ 403,079.38					
83	Escalation 3.2% Per Year (2024)	\$ 415,977.92					
84	Escalation 3.2% Per Year (2025)	\$ 429,289.22					
84	Phase 2 Development Rounded Total	\$ 429,300.00					
85	Phase 3						
86	Site Preparation						
87	Traffic Control - 20 days	\$ 880	1	ls	\$ 800.00	\$ 800	\$ 80
88	Minor Change	\$ 10,000	1	ls	\$ 10,000.00	\$ 10,000	
89	Construction Surveying	\$ 6,600	1	ls	\$ 6,000.00	\$ 6,000	\$ 600
90	Temporary Construction Fence - 6 months	\$ 4,620	700	lf	\$ 6.00	\$ 4,200	\$ 420
91	Tree & Rootwad Removal	\$ 6,930	7	each	\$ 900.00	\$ 6,300	\$ 630
92	Bollard and Cable Removal	\$ 5,610	510	lf	\$ 10.00	\$ 5,100	\$ 510
93	Salvage & Install Existing Signs	\$ 1,320	1	ls	\$ 1,200.00	\$ 1,200	\$ 120
94	Subtotal	\$ 35,960					
95	Rounded	\$ 36,000					
96	Northern Walks, Seating, and Walls						
97	Grubbing - 4"	\$ 13,640	310	cy	\$ 40.00	\$ 12,400	\$ 1,240
98	Excavation, including offsite Haul - 6"	\$ 6,545	170	cy	\$ 35.00	\$ 5,950	\$ 595
99	Geotextile Fabric for Separation	\$ 2,118	550	sy	\$ 3.50	\$ 1,925	\$ 193
100	CSBC - 6"	\$ 11,385	230	ton	\$ 45.00	\$ 10,350	\$ 1,035
101	Class 4000 Concrete - 4"	\$ 73,920	480	sy	\$ 140.00	\$ 67,200	\$ 6,720
102	Single Seat Bench	\$ 34,650	9	each	\$ 3,500.00	\$ 31,500	\$ 3,150
103	Remove Ex. Concrete Slabs	\$ 2,750	1	ls	\$ 2,500.00	\$ 2,500	\$ 250
104	Remove Ex. Concrete Ecology Blocks	\$ 1,320	1	ls	\$ 1,200.00	\$ 1,200	\$ 120
105	Shrub Removal	\$ 3,850	1	ls	\$ 3,500.00	\$ 3,500	\$ 350
106	Class 4000 Sidewalk Curb Cut with Tactile Warning Panel	\$ 990	3	sy	\$ 300.00	\$ 900	\$ 90
107	Block Walls - Excavation, including offsite Haul - 3'	\$ 8,250	150	cy	\$ 50.00	\$ 7,500	\$ 750
108	Block Walls - CSBC - 12"	\$ 6,600	100	ton	\$ 60.00	\$ 6,000	\$ 600
109	Block Walls (5) - 260 lf	\$ 148,500	1,500	sff	\$ 90.00	\$ 135,000	\$ 13,500
110	Permeable Ballast	\$ 3,080	35	ton	\$ 80.00	\$ 2,800	\$ 280
111	Viewing Scopes	\$ 22,000	2	each	\$ 10,000.00	\$ 20,000	\$ 2,000
112	Protect Existing Water Tower Gate in place, Prep & Paint	\$ 4,950	1	ls	\$ 4,500.00	\$ 4,500	\$ 450
113	Irrigation Modification	\$ 13,112	11,920	sf	\$ 1.00	\$ 11,920	\$ 1,192
114	Topsoil Type A - 4"	\$ 9,240	105	cy	\$ 80.00	\$ 8,400	\$ 840
115	Bark Mulch	\$ 660	6	cy	\$ 100.00	\$ 600	\$ 60
116	Tree	\$ 7,260	11	each	\$ 600.00	\$ 6,600	\$ 660
117	Sod	\$ 7,907	6,846	sf	\$ 1.05	\$ 7,188	\$ 719
118	Subtotal	\$ 382,727					
119	Rounded	\$ 382,800					
120	Single Seat Benches @ West Overlook						
121	Grubbing - 4"	\$ 990	9	cy	\$ 100.00	\$ 900	\$ 90
122	Excavation, including offsite Haul - 6"	\$ 330	3	cy	\$ 100.00	\$ 300	\$ 30
123	Geotextile Fabric for Separation	\$ 198	9	sy	\$ 20.00	\$ 180	\$ 18
124	CSBC - 6"	\$ 660	4	ton	\$ 150.00	\$ 600	\$ 60
125	Class 4000 Concrete Pad - 4"	\$ 1,936	8	sy	\$ 220.00	\$ 1,760	\$ 176
126	Single Seat Bench	\$ 7,700	2	each	\$ 3,500.00	\$ 7,000	\$ 700
127	Shrubs - 1 gallon - 18" OC	\$ 6,160	140	each	\$ 40.00	\$ 5,600	\$ 560
128	Coarse Bark Mulch	\$ 440	4	cy	\$ 100.00	\$ 400	\$ 40
129	Sod	\$ 440	200	sf	\$ 2.00	\$ 400	\$ 40
130	Subtotal	\$ 18,854					
131	Rounded	\$ 18,900					
132	Parking and Roadway Improvements						
133	Asphalt Pavement Removal	\$ 29,480	3,350	sy	\$ 8.00	\$ 26,800	\$ 2,680
134	Excavation, including offsite Haul - 10"	\$ 40,040	1,040	cy	\$ 35.00	\$ 36,400	\$ 3,640
135	Geotextile Fabric for Separation	\$ 10,626	2,760	sy	\$ 3.50	\$ 9,660	\$ 966
136	CSBC - 6"	\$ 56,925	1,150	ton	\$ 45.00	\$ 51,750	\$ 5,175
137	CSTC - 2"	\$ 50,160	380	ton	\$ 120.00	\$ 45,600	\$ 4,560
138	Class 1/2" HMA - 3"	\$ 79,200	450	ton	\$ 160.00	\$ 72,000	\$ 7,200
139	Concrete Barrier Curb & Gutter	\$ 36,960	960	lf	\$ 35.00	\$ 33,600	\$ 3,360
140	Concrete Mountable Curb & Gutter	\$ 26,840	610	lf	\$ 40.00	\$ 24,400	\$ 2,440
141	Curb Painting	\$ 1,320	240	lf	\$ 5.00	\$ 1,200	\$ 120
142	Signage & Striping	\$ 2,200	1	ls	\$ 2,000.00	\$ 2,000	\$ 200
143	Remove Ex. Concrete Wheel Stops	\$ 3,520	320	lf	\$ 10.00	\$ 3,200	\$ 320
144	Trimming & Cleanup	\$ 6,600	1	ls	\$ 6,000.00	\$ 6,000	\$ 600

Reed Park Master Plan

Option A - Estimate of Probable Costs

LINE	ITEM DESCRIPTION	ITEM SUBTOTAL	QUANTITY	UNIT	UNIT COST	ITEM SUBTOTAL	MOBILIZATION @ 10%
145	Topsoil Type A - 4"	\$ 9,680	110	cy	\$ 80.00	\$ 8,800	\$ 880
146	Sod	\$ 7,762	6,720	sf	\$ 1.05	\$ 7,056	\$ 706
144	Subtotal	\$ 361,313					
145	Rounded	\$ 361,400					
146	Rounded Subtotals	\$ 799,100.00					
147	Tax @ 8.4%	\$ 67,124.40					
148	Subtotal	\$ 866,224.40					
149	Contingency @ 15%	\$ 129,933.66					
150	Subtotal	\$ 996,158.06					
151	A/E Fees @ 11%	\$ 109,577.39					
152	Park Project Development Total	\$ 1,105,735.45					
153	Escalation 3.2% Per Year (2024)	\$ 1,141,118.98					
154	Escalation 3.2% Per Year (2025)	\$ 1,177,634.79					
155	Escalation 3.2% Per Year (2026)	\$ 1,215,319.10					
154	Phase 3 Development Rounded Total	\$ 1,215,400.00					
155	Phase 4						
156	Restroom						
157	Excavation, including offsite Haul - 8" - Restroom	\$ 880	8	cy	\$ 100.00	\$ 800	\$ 80
158	Geotextile Fabric for Separation	\$ 110	20	sy	\$ 5.00	\$ 100	\$ 10
159	CSTC - 2"	\$ 330	3	ton	\$ 100.00	\$ 300	\$ 30
160	Single Stall, Prefab Concrete Flush Restroom	\$ 49,500	1	ls	\$ 45,000.00	\$ 45,000	\$ 4,500
161	Class 4000 Concrete - 6"	\$ 3,850	25	sy	\$ 140.00	\$ 3,500	\$ 350
161	Circular Bench	\$ 17,600	1	ls	\$ 16,000.00	\$ 16,000	\$ 1,600
162	Utility Connection Allowance	\$ 11,000	1	ls	\$ 10,000.00	\$ 10,000	\$ 1,000
163	Subtotal	\$ 83,270					
164	Rounded	\$ 83,300					
165	Rounded Subtotals	\$ 83,300.00					
166	Tax @ 8.4%	\$ 6,997.20					
167	Subtotal	\$ 90,297.20					
168	Contingency @ 15%	\$ 13,544.58					
169	Subtotal	\$ 103,841.78					
170	A/E Fees @ 11%	\$ 11,422.60					
171	Park Project Development Total	\$ 115,264.38					
172	Escalation 3.2% Per Year (2024)	\$ 118,952.84					
173	Escalation 3.2% Per Year (2025)	\$ 122,759.33					
174	Escalation 3.2% Per Year (2026)	\$ 126,687.63					
175	Escalation 3.2% Per Year (2027)	\$ 130,741.63					
176	Phase 4 Development Rounded Total	\$ 130,800.00					
177							
178	Total Park Project Development Rounded Total	\$ 2,279,100.00					

11

THE GRANTORs, B. F. REED and HARRIET B. REED, his wife,

for and in consideration of Two Hundred and no/100 - - - - -
- - - - - DOLLARS
in hand paid, convey and warrant to CITY OF ELLENBURG, a
municipal corporation of the third class,
the following described Real Estate:

~~XX~~
~~XX~~

Lots One (1) and Two (2) in Hutchinson and Chapin's
Subdivision of Block "G", Second Railroad Addition to the City
of Ellensburg.



That it is understood that the above property has been
purchased by the grantee from the grantors for park purposes and
a part of the consideration for the conveyance of said real
property to the grantee is that it shall never be used for any
other purpose than for park purposes. That should said property
at any time be used for other than park purposes, it shall
revert to the grantors, their heirs or assigns.

This conveyance is also made subject to all outstanding
taxes and assessments for the year 1932.

Situated in the County of Kittitas, State of Washington.

Dated this 29th, day of April, 1933

WITNESSES;

B. F. Reed
Harriet B. Reed

STATE OF WASHINGTON, }
County of Kittitas } ss.

I, the undersigned, a Notary Public, DO HEREBY CERTIFY that on
this 29th day of April, 1933, personally appeared
before me, B. F. Reed and Harriet B. Reed, his wife,

to me known to be the individuals described in, and who executed
the within instrument, and acknowledged that they signed the same
as their free and voluntary act and deed, for the uses and purposes
herein mentioned.

Given under my hand and official seal, this 29th day
of April, A. D. 1933

L. A. Kern

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

WARRANTY DEED

FROM

RECORDED
7-1-33

B. F. Reed, et al

TO

City of Ellensburg

Dated 19

FILED FOR RECORD AT
REQUEST OF

L. A. Kern

on the 17 day of May 1933
at ~~30~~ minutes past 8 A M
and recorded in volume

54 of Deeds,

Page 15, Records
of County,

State of Washington.

Melvin Dixon

Auditor of Said County.

By *Deputy*
Deputy.

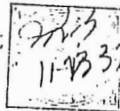
KITTITAS COUNTY ABSTRACT CO.
(INCORPORATED)
ELLENSBURG, WASHINGTON

15

THE GRANTORS, B. F. REED and HARRIET B. REED, his wife, and who
 was his wife at the time of obtaining title to the hereinafter describ
 real property - - - - -
 for and in consideration of - - - - - \$ - - -
 One and other valuable consideration- - - - - DOLLARS
 in hand paid, convey and warrant to CITY OF ELLENSBURG, a municipa
 corporation of the third class - - - - -
 the following described Real Estate:

Lots Five (5), Six (6) and seven (7), Hutchinson and Chapin's
 Subdivision of Block "G" Second Railroad Addition to the City of
 Ellensburg.

Subject to taxes for the year 1930 and all taxes levied since
 said time.



Situated in the County of Kittitas, State of Washington.

Dated this 22d - - - - day of November - - -, 1937

WITNESSES;

B. F. Reed
Harriet B. Reed

STATE OF WASHINGTON, }
County of Kittitas } ss.

I, the undersigned, a Notary Public, DO HEREBY CERTIFY that on
this 22d - - - - day of November - - , 1937 , personally appeared
before me, B. F. Reed and Harriet B. Reed, his wife - - - - -

to me known to be the individuals described in, and who executed
the within instrument, and acknowledged that they signed the same
as their free and voluntary act and deed, for the uses and purposes
herein mentioned.

Given under my hand and official seal, this 22d - - - - - day
of November - - , A. D. 1937.

L. C. Kern
Notary Public in and for the
State of Washington, residing
at Ellensburg.

WARRANTY DEED

INDEXED
FROM RECORDED
COMPARED

B. F. Reed et ux

TO

City of Ellensburg

Dated 19

FILED FOR RECORD AT
REQUEST OF

J. W. Johnson

on the 23 day of Nov 1937
at 10 minutes past 20 M

and recorded in volume

58 of Deeds

Page 329 , Records

County,

State of Washington.

Auditor of Said County.

B. F. Reed
Deputy.

KITTITAS COUNTY ABSTRACT CO.
(INCORPORATED)
ELLENSBURG, WASHINGTON

1.16.160 - Lands accepted for park purposes.

The city council of the city of Ellensburg is herewith authorized to accept from the county of Kittitas the following described tracts of land for park purposes:

Lots 3 and 4 in Block "G" of Hutchinson's and Chapin's Subdivision of Second Railroad Addition to the city of Ellensburg, and Lots 4, 5 and 15 in Block "F" of Lee's Subdivision of Second Railroad Addition to the city of Ellensburg.

That certain portion of Block "K" of Second Railroad Addition to the city of Ellensburg beginning at a point north 46° west 41.5 feet from the stone monument at the southwest corner of said block, thence north 28°24' east, 434 feet thence north 1°16' west 110.5 feet to intersection with north line of Section 1 in Township 17 north of Range 18 East of the Willamette Meridian, thence west along said section line 52.5 feet, thence south 29°42' west 247.6 feet, thence south 18°34' west, 73.3 feet, thence south 30°57' west, 156.3 feet, thence south 46°10' east 104.4 feet to point of beginning, said tract containing 1.00 acres.

Also that certain portion of Block "I," Second Railroad Addition to the city of Ellensburg beginning at a point north 46°10' west 40 feet from the stone monument at the northeast corner of said block, thence north 46°10' west 156.8 feet, thence south 62°12' west 161.1 feet; thence south 60°34' west 184.0 feet, thence south 40°07' west 94.1 feet, thence south 35°56' west 126.5 feet, thence south 46°10' east 237.0 feet, thence north 43°50' east 548.4 feet to point of beginning, excepting therefrom the following tract:

Beginning at a point south 74°08' west, 200.73 feet from stone monument at the northeast corner of Block "I" of Second Railroad Addition to the city of Ellensburg, thence south 57°59' west, 70 feet; thence north 32°01' west 60 feet, thence north 57°59' east 70 feet, thence south 32°01' east 60 feet to point of beginning.

(Ord. 993 § 1, 1932)

1.16.200 - Lands closed during fair and rodeo—Exception.

The said lands shall be closed to all persons during any day or night in which a county fair or rodeo is in progress and during such hours of any day or night when any charge by authority of the county commissioners is being made to the county fairgrounds or any portion thereof; provided, that persons may be admitted to said lands at such times upon payment of the admission fee; and provided further, that such admission fee shall belong to the county or the person or organization which was then authorized to use said fairgrounds.

(Ord. 993 § 2, 1932)

1.16.240 - No obstruction to view of arena.

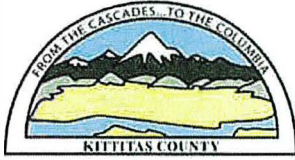
Nothing shall be erected or permitted on the hillslope which will prevent a view of the arena by persons charged admission to the park.

(Ord. 993 § 3, 1932)

1.16.280 - Parking spaces to be provided.

Parking places shall be provided between the Vista House and the reservoir, to be designated by survey of the county engineer under orders of the county commissioners.

(Ord. 993 § 4, 1932)



Kittitas County, Washington
BOARD OF COUNTY COMMISSIONERS

District One
 Cory Wright

District Two
 Laura Osiadacz

District Three
 Brett Wachsmith

March 13, 2024

Heidi Behrends Cerniwey, City Manager
 City of Ellensburg
 501 N. Anderson Street
 Ellensburg, WA 98926

RE: Reed Park Master Plan

Dear Heidi,

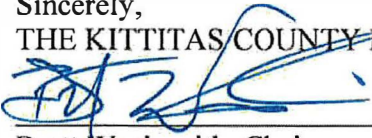
The County is aware that the City of Ellensburg has been working on a Master Plan for Reed Park on Craig's Hill since 2022. There is language contained within the 1933 Deed of the park property from Kittitas County to the City of Ellensburg, and adopted into the City Code, that relates to parking in the ECC 1.16.280 "Parking spaces to be provided. Parking places shall be provided between the Vista House and the reservoir, to be designated by survey of the county engineer under orders of the county commissioners. [Ord. 993, 4, 1932.]".

The requirement that parking spaces be designated by survey of the county engineer is specific to the initial parking designation which was presumably finalized many years ago and concluded the County's involvement with Reed Park. The County does not believe that the deed conferred an ongoing obligation on the county engineer to continue designating parking spaces in perpetuity for Reed Park.

Kittitas County is committed to working collaboratively with the City of Ellensburg to resolve any inadvertent errors in parcel ownership as shown on the County's GIS parcel information map. The County is also willing to engage in discussions regarding slope stability and potential mitigation measures that might be necessary based on expert geotechnical consulting advice.

Sincerely,

THE KITITITAS COUNTY BOARD OF COMMISSIONERS


 Brett Wachsmith, Chairman


 Laura Osiadacz, Vice Chair


 Cory Wright, Commissioner



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

March 6, 2023

7:00 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And remotely via Zoom

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Beauchamp

1. Call to Order and Roll Call

Roll Call Present: Sarah Beauchamp, Rich Elliott, Nancy Goodloe, Nancy Lillquist, David Miller, Monica Miller, Adam Winn

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Public Works and Utilities Director Lyyski, City Engineering Manager Mayo, Aquatics & Recreation Supervisor Hctor, Assistant Finance Director Bassett, Finance Director Pascoe and approximately 45 members of the public

Others present remotely via Zoom: one member of the public

2. Proclamations

2.A. Irish American Heritage Month 2023 Proclamation

The Mayor read the Proclamation for Irish American Heritage Month.

Michael Barrow, 1001 S. Chestnut St. #127, commented regarding the item.

2.B. Natural Gas Utility Workers Day 2023 Proclamation

Councilmember Winn read the Proclamation for Natural Gas Utility Worker Day.

3. Awards and Recognitions

4. Approval of Agenda

Councilmember Elliott moved to amend the Agenda by switching items 11.A Preliminary 2022 Fourth Quarter Financial Status and Investment Reports and 11.B Reed Park Master Plan Adoption. **Motion Approved 7-0.**

Councilmember Elliott moved to approve the Agenda as amended. **Motion Approved 7-0.**

5. Consent Agenda

-
- 5.A. Approve Minutes of February 21, 2023 Regular Meeting
 - 5.B. Approve Minutes of February 24, 2023 Special Meeting
 - 5.C. Acknowledge Minutes of Boards and Commissions
 - 5.D. Approve University Way Banner Request from Court Advocates for Children - April 3 - 30, 2023
 - 5.E. Diversity, Equity & Inclusion Commission 2023 Spending Plan
 - 5.F. First Contract Amendment – Bid Call No. 2022-06 - 2022 City Property Groundskeeping
 - 5.G. Contract Amendment No. 3 - Professional Services Agreement Water System Plan and Illinois Well Outfitting Design
 - 5.H. Approve March 6, 2023 Voucher Listing

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

6. Petitions, Protests, and Communications

- 6.A. Board and Commission Appointments - PTAC
The City Manager introduced the item and Councilmember David Miller commented.

Councilmember Elliott moved to Approve appointment of Amy Spitznas to the Public Transit Advisory Commission. **Motion Approved 7-0.**

7. Citizen Comment on Non-agenda Issues

Jessica Schad, 1055 Thrushwood Drive, Utah, spoke regarding the Wellbeing Project in collaboration with Washington State University

Steve Verhey, 1801 N B Street, commented regarding downtown flags put up by the Boy Scouts and placement for the Juneteenth holiday

Michael Barrow, 1001 S Chestnut #127, commented regarding a community garden and community orchard for the Briarwood living facility.

Marsha Rorty-Greenfield, 6 Viewpoint Rd, commented regarding the affordable housing project planned for Catherine Park property

8. Business Requiring Public Hearings

9. Introduction and Adoption of Ordinances and Resolutions

9.A. Ordinance 4911- Second Reading for Amendments to Ellensburg City Code Section 9.92 (Utility Fee and Credit Schedules)
Derek Mayo, City Engineering Manager, presented information in the staff report.

Councilmember Elliott moved to Approve second reading and adoption of Ordinance 4911. **Motion Approved 7-0.**

9.B. Ordinance 4912 (First reading) Adopting New Chapter 4.14A Streateries, Parklets, and Sidewalk Cafes

Terry Weiner, City Attorney, explained his research regarding a conflict of interest for Councilmember Beauchamp and with confirmation from MRSC, it was determined there would not be a conflict of interest. He then explained the changes to the proposed ordinance and the additional changes since publication of the agenda.

Russell Colmore, 105 Benton St, Kittitas, commented regarding City assistance with eateries

Blake Collins 106 W 11th, commented regarding steps for existing streateries

Pat Kelleher, 6530 Wilson Creek Rd, commented regarding parklets, use of existing streateries and downtown parking

Written public comments were received concerning the issue by Tami Bugni, business owner and Brenda DeVore, EDA Director

There was discussion regarding the timing of the slurry work planned for downtown mid-2023.

There was discussion regarding the proposed fee changes and potential for additional future parking.

Blake Collins commented regarding the potential for slurry work in another area in town.

Councilmember Elliott moved to Approve first reading of Ordinance 4912.

Councilmember Beauchamp moved to Approve an amendment to the Ordinance in Section 4.14A.050(D) to modify the fee schedule to .80/sq ft for the structure per month, \$25 per month per parking stall, including the leasehold excise tax fees, and a \$150 annual fee. **Motion Approved 5-2 (Winn and Monica Miller voted no).**

Vote on the Main Motion as amended. **Motion Approved 6-1 (Winn voted no).**

9.C. Resolution 2023-07 Kittitas County Economic Development Strategic Plan
Heidi Behrends Cerniwey, City Manager, presented information in the staff report.

Councilmember Elliott moved to Approve adoption of Resolution 2023-07. **Motion Approved 7-0.**

10. Unfinished Business

11. New Business

11.A. Reed Park Master Plan Adoption

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

- Jeff Whitman, 2104 N Parklane Ave, commented regarding the recommended plan and the need for parking for the American Legion.
- Patrick Devney, 1001 S Chestnut #626, commented regarding the number of parking spaces and leaving the park as is
- Bob Kibler, 708 E 6th Ave., commented regarding the best views from the parking area
- Marilyn Rost, 303 S Anderson, commented on events held at the American Legion
- Joe Hill 711 E 7th Ave, commented regarding the need of parking for functions at the American Legion
- Sarah Gann 607 N Sprague St., spoke in favor of leaving the park as it is
- Albert McRae, 805 S Whitman St, spoke regarding scenarios for the park and the American Legion
- Louise Demetrescu, 1101 E Umptanum Rd, spoke against Option D of the plan
- Keith Wilant 3230 N. Reecer Creek Rd, spoke regarding the American Legion
- David Beach, 600 S Pearl St, spoke about an event at the Legion and parking availability
- Tim Paxton, 206 E Idaho St, provided pictures of parking at an event at the American Legion
- Darryl Sawyer, commented on the Legion, parking and existing issues that should be
- Pat Kelleher, 6530 Wilson Creek Rd, spoke regarding approval of the Reed Park Master Plan
- Tyrell Nielsen, 1200 E Craig Ave, spoke in support of proposed Option D in the Plan
- Jeff Demetrescu, 1101 E Umptanum, spoke in favor of leaving the park as is or favored Option A

Council asked questions of staff.

- Albert McRae, spoke regarding RV parking during Rodeo and Option A in the plan
- Patrick Devney, 1001 S Chestnut #626, commented regarding the City parking shortage
- Virginia Ronne, 1101 Ranch House Ln, spoke regarding parking for older and disabled members going to the American Legion

There was discussion regarding the option offered by Mr. Kelleher. Councilmember Goodloe requested viewing Option A again.

Councilmember Elliott recommended sending the study back to the Parks and Recreation Commission to reconsider options and parking at the American Legion.

Councilmember Winn moved to send the plan back to the Parks and Recreation Commission for review. **Motion Died for Lack of Second.**

Councilmember Elliott moved to refer the Reed Park Master Plan back to the Parks & Recreation Commission to mitigate impacts to the American Legion. **Motion Approved 7-0.**

Council recessed for a five-minute break at 9:41 pm and reconvened at 9:46 pm

11.B. Preliminary 2022 Fourth Quarter Financial Status and Investment Reports Council Jerica Pascoe, Finance Director, presented information in the two reports.

Councilmember Elliott moved to Approve accepting the 2022 4th Quarter Financial Reports as presented. **Motion Approved 7-0.**

12. Miscellaneous

12.A. Manager's Report

The City Manager reviewed the report. The 2022 Annual Report was included on the dais for Council review. A CETA audit invitation from the State Auditors was sent to Council.

12.B. Councilmembers' Reports

Councilmember Monica Miller requested an excused absence from the March 20, 2023 regular meeting.

Councilmember Elliott moved to Approve an excused absence for Councilmember Monica Miller for the March 20, 2023 meeting. **Motion Approved 7-0.**

13. Executive Session

14. Adjournment

Meeting adjourned at 10:06 pm

Mayor

ATTEST:

City Clerk

RECEIVED

FEB 14 2024

CITY MANAGER'S OFFICE
ELLENSBURG, WA

RECEIVED

FEB 14

CITY MANAGER
ELLENSBURG

American Legion Post 8
1101 Craig Ave, Ellensburg, WA 98926

Joseph Hill
American Legion Commander
1101 Craig Ave
Ellensburg WA 98026

February 13th, 2024

City Of Ellensburg &
Parks and Recreation
501 N Anderson St
Ellensburg WA 98026

The American Legion would like to thank the City of Ellensburg and Parks and Recreation for taking the time to hear our concerns regarding the proposed changes to Craig's Hill at Reed Park. We are grateful for the relationship that we have been able to establish with the city.

We believe our concerns regarding the impact to the available parking on the hill have been heard and we appreciate all the city has done to ensure that we remain a viable business and gathering place for our American Veterans for years to come.

We appreciate the steps the city has taken to move the bollards and trim particular trees that have been a safety concern for years.

The city has taken steps to revise plan A in a way that has minimizes our concerns and assured us there will be no net loss of parking spaces near the Legion.

We are in support of the park changes shown in the newly revised park plan A, as it was presented to us by the City Manager, Heidi Cerniwey and Parks and Recreation Director Brad Case on February 7th 2024.

American Legion Post 8 Commander,

Joseph Hill

**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 Gonzalez, Jackie Adams
OTHERS PRESENT: Parks & Recreation Director Case, City Manager Heidi Behrends
LOCATION: Cerniwey, approximately 45 members of the public
 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

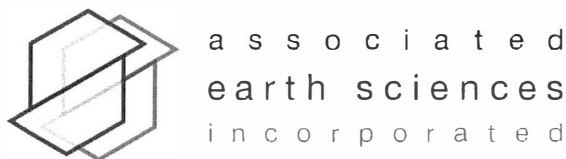
Staff reviewed the Rotary Park the preferred final plan. The Commission voiced some concerns over the field turf soccer and baseball/softball infields, specifically the use of crumb rubber infill.

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.



March 28, 2023
Project No. 20220389E001

City of Ellensburg
501 North Anderson Street
Ellensburg, Washington 98926

Attention: Derek Mayo, City Engineer

Subject: Geologic Hazard Site Reconnaissance and Document Review
Craig's Hill – Kittitas County Fairgrounds
901 East 7th Avenue
Ellensburg, Washington

Dear Mr. Mayo:

As requested, Associated Earth Sciences, Inc. (AESI) completed a site reconnaissance along the existing slope leading up from the Kittitas County Fairgrounds, located at 901 East 7th Avenue (Kittitas County Parcel No. 095633), to the area of Reed Park and Craig Avenue (referred to as "Craig's Hill"), in Ellensburg, Washington. We understand that, occasionally, sediment sloughs or washes down from the slope face to the grounds below, that a low catchment system consisting of ecology blocks trends along a portion of the toe of the slope, and that sediment is periodically cleared from behind this catchment system. You have requested a reconnaissance-level geotechnical evaluation of the slope above the fairgrounds. This letter summarizes our geologic document review and site reconnaissance for the subject property. We have not completed a subsurface exploration program for the project.

Written authorization to proceed with this study was provided via a City of Ellensburg agreement dated February 9, 2023. This letter has been prepared for the exclusive use of the City of Ellensburg and its agents for specific application to this project. Within the limitations of scope, schedule, and budget, our services have been performed in accordance with generally accepted geotechnical engineering and engineering geology practices in effect in this area at the time our letter was prepared. Our observations, findings, and opinions are a means to identify and reduce the inherent risks to the owner. No other warranty, express or implied, is made.

SITE DESCRIPTION

An AESI representative visited the site on March 8, 2023, to conduct a geologic reconnaissance for an approximate 600-foot-long segment of the slope leading up from the fairgrounds to Craig's Hill. The upper portion of the slope is generally moderately sloping and is primarily

vegetated with grasses, brush, and sporadic trees. A chain link fence trends along the top of this slope.

The lower portion of the slope is a steep to vertical bluff face, overhanging in places, leading down approximately 40 to 50 vertical feet from the upper, vegetated slope to a paved access way along the fairgrounds. The toe of the bluff is faced with a combination of ecology blocks (eastern portion), a "Jersey"-style highway barrier (central portion), and a cast-in-place concrete retaining wall (western portion). A talus slope comprised of debris from the bluff leads up to the bluff face from the "Jersey" barrier and concrete wall; conversely, the space between the ecology blocks and the bluff face is partially filled with talus and finer-grained sediments. We understand that clearing of sediment from behind the ecology block wall occurs periodically.

The soils present at the exposed portion of the slope face generally consist of thick beds of weakly-cemented sand and gravel, with a finer-grained matrix, interbedded with silt. Much of the lower, "bluff face" portion of the slope is exposed, and we observed gravel sloughing from various points along the bluff face during our reconnaissance. However, we observed brush and small trees growing both along the face and within the talus slope leading up from the walls along the bluff toe, and animal burrows were present along the bluff face. These features suggest that the slope has maintained its general configuration for some time. The below photograph illustrates the relationship between the slope and fairgrounds access way, along with the observed vegetation, animal burrows, talus slope, and structures along the slope toe.



We understand that, during significant rain events or freeze-thaw cycles, erosion of surrounding matrix soils allows the release or sloughing of gravel and other sediment from the bluff face and the deposition of this debris onto the access road surface or behind the ecology block wall.

We did not observe evidence of significant groundwater emanating from the slope face. We expect shallow groundwater seepage across much of the site to be limited to interflow. Interflow occurs when surface water percolates down through the surficial weathered or higher-permeability sediments, and becomes perched atop underlying, lower-permeability sediments. It should be noted that the occurrence and level of groundwater seepage at the site may vary in response to such factors as changes in season, precipitation, and site use.

DOCUMENT REVIEW

Our document review included the following site topography and remote sensing imagery, as well as published geologic information.

Site Topography/Aerial Photography/Imagery

We reviewed the published topographic map of the Ellensburg South, Washington quadrangle (United States Geological Survey [USGS] 7.5-minute series, 2020); aerial photographs presented by Google Earth taken from 2000 to 2021; and a Light Detection and Ranging (LiDAR) image of the site, as presented by the Washington Lidar Portal. Based on our review of this available imagery, the subject slope drops downward approximately 60 to 80 vertical feet from the area of Reed Community Park to the fairgrounds, with the greatest height near to an existing water tower to the east. The aerial photographs do not indicate large displacements in the position of the slope over time. Much of the upper portion of the slope appears to be well vegetated. Areas of bare soil are indicated along the lower portion of the slope, suggestive of recent or intermittent sloughing or spalling of soils. However, based on our review of the available LiDAR image, the slope face in the area of the fairgrounds does not exhibit the “scaloped” shape of terrain, with bowl-shaped slide features separated by more resistant ridges and knobs, typically formed by frequent deep-seated landsliding.

Geologic Mapping

For our use in compiling available geologic information, we reviewed the following published geologic map for the area of the subject site:

- *Geologic Map of the Ellensburg Quadrangle, Washington*, by Bentley, R.D., and Campbell, N.P., (1983).

The referenced geologic map described the materials exposed in the slope face to be Thorp Gravel (Ttm) overlying Ellensburg Formation (Teu) materials, with Eolian (Qe) deposits (loess) mapped in the upland area of Reed Park. The Tertiary-age units (Ttm and Teu) are described in

the referenced map as “weakly to moderately indurated”, suggesting material akin to either very dense sediment or weak, friable bedrock. The steep, vertical, and in places overhanging, aspect of the material exposed in the bluff is suggestive of weakly-cemented bedrock, while the sloughing of material from the face and the continued release of rocks is indicative of unconsolidated sediment.

CONCLUSIONS AND RECOMMENDATIONS

Although the bluff face appears not to be regressing at a rapid rate over time, it is our opinion the exposed weakly to moderately indurated deposits observed along the slope face are likely highly erosive, and we expect that the release of gravel, cobbles, and other sediment onto the access road at the toe of the slope will continue. Because the retreat mechanism is related to shallow erosion, freeze thaw action and mechanical weathering of exposed sediment, we expect bluff retreat to continue as a seasonal, gradual process rather than larger/deeper seated landslide events. Additional bluff retreat or sloughing should be anticipated as the result of seismic shaking.

We understand that the client wishes to mitigate the health and safety risk posed by the rockfall from the bluff face. Various methods for the mitigation of this hazard include: a) placement of an anchored concrete veneer (e.g., Shotcrete) across the exposed bluff face; b) regrading the slope geometry to a more stable angle; c) placement of an engineered buttress or wall structure at the base of the slope; and d) placement of native vegetation or hydroseed across the exposed surfaces of the slope. In the case of the subject slope, however, we anticipate that: a) the friable nature of the sand and gravel within the bluff face, particularly along overhanging areas, may lead to caving conditions during anchor drilling and installation activities; b) the height of the slope, coupled with the proximity of existing improvements above the slope, precludes a feasible regrading to a more stable angle; c) the translational nature of the sloughing of gravel and other sediment from the bluff face suggest that a buttress or wall placed along the toe of the slope will not likely inhibit future shallow sloughing events above the wall or future impacts to existing improvements from rocks or other debris carried downslope and over the wall; and d) the oversteepened nature of the bluff face, along with the rocky soil texture, precludes traditional planting or groundcover stabilization methods.

To that end, we recommend the following options to mitigate the risk posed by material transported downslope to the fairgrounds:

- Placement of a wall structure to act as a catchment for the tumbling rocks. In our opinion, an ecology block wall, similar to the wall currently in place along the eastern portion of the slope toe, may be used for this purpose. We anticipate that a two-course-high ecology block wall placed in front of the slope toe should provide a nominal freeboard height of 3 feet to act as a catchment zone for the potential accumulation of debris from upslope areas. Taller catchment walls, such as engineered gravity-based Ultrablock walls, may be considered to provide additional catchment capacity. The blocks must all be placed upon a firm, undisturbed subgrade, and no blocks should be founded in or above loose, organic, or fill soils.

- The placement of cable, wire other type of suitable mesh "netting" (e.g., the Geobruigg rockfall drape system) over the exposed bluff face. This netting, intended to mitigate the risk of tumbling rocks bouncing over the above-mentioned catchment wall, should extend down from the top of the vegetated portion of the slope, over the exposed bluff face, to the approximate top elevation of the nearby catchment wall.
- The periodic evaluation of the accumulation of material within the catchment area, with removal of material on an as-needed basis, similar to the clearing that occurs from behind the existing ecology block catchment system, where such removal is practical.

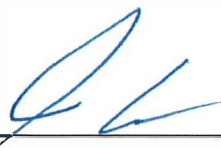
Please keep in mind that locating improvements adjacent to a steep slope is always a risk, and that the slope may fail (or continue to erode) into the future. Heavy precipitation, changes in groundwater, or a seismic event may accelerate erosion or slope movement. Our site reconnaissance and our document review indicate that erosion is a frequent and ongoing process along the slope.

CLOSURE

Because of our limited scope and the limited visual windows into the slope, there was much that we were unable to observe. Should you desire that a more comprehensive and quantitative risk assessment be performed, additional research, exploration (including exploration borings), and evaluation by our firm would be needed. However, we are confident in our conclusions, based on experience, literature review, and site observations.

We trust that this letter will meet your current project needs. If you should have any questions, or if we can be of additional help to you, please do not hesitate to call.

Sincerely,
ASSOCIATED EARTH SCIENCES, INC.
Kirkland, Washington



Jeffrey P. Laub, P.E., L.G., L.E.G.
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Bruce
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GEOTECHNICAL ENGINEERING REPORT

City of Ellensburg
Craig Hill Pump Station Improvements
Ellensburg, Washington

Prepared for: HLA Engineering and Land Surveying, Inc.

Project No. 220488 • June 5, 2023



e a r t h + w a t e r

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Aspect Consulting, LLC



6/5/2023

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1 Introduction and Project Understanding

Aspect Consulting, LLC (Aspect), completed a geotechnical engineering study and this report to support design and construction of the City of Ellensburg Craig Hill Pump Station Improvements (Project). The Project Site is located to the northwest of the intersection of Craig Avenue and North Alder Street in Ellensburg, Washington (Site; Figure 1 and 2).

We understand the Project includes a new 1,500-gallon-per-minute pump station contained within a 1,000 square-foot (approximate) grade-supported building with utilities, concrete block retaining wall around the part of the building to facilitate grade transition, and an asphalt pavement access road and parking area.

The following report sections provide detailed descriptions of relevant Site conditions and features, the results of our subsurface investigation program, and geotechnical engineering design and construction recommendations for the Project improvements referenced above.

2 Site Conditions

Summaries of relevant Site history and surface and subsurface conditions are provided in the sections below. The summaries were developed by completing a review of relevant maps, historical aerial photographs, topographic survey, and observations made during a Site reconnaissance and test pit explorations.

2.1 Surface Conditions and Topography

The Site vicinity is currently developed with a 100-foot-diameter water storage reservoir, six small telecommunication buildings, fencing, gravel walkways, short retaining walls, and utilities. The Site is vegetated with multiple mature deciduous and coniferous trees, brush, and lawn.

The Site is located at a topographic highpoint locally known as Craig Hill. The Site topography is shown on Figure 2. The Site is bounded to the east by residential parcels, to the south by Craig Avenue, and to the north and west by the Kittitas County Fairgrounds.

2.2 Subsurface Conditions

2.2.1 Geology

The surficial geology of most of the Site is mapped as Ellensburg Formation (Mc(e)) reported to consist of gravel, sand, silt, and clay. West of the Site, the mapped geology consists oldest alluvium (QRcg) or Thorp gravel (Ttm) reported to consist of coarse sand and gravel (Bentley and Campbell, 1983; Sadowski et al., 2020). Fill is not mapped at the Site, but is likely present from the existing development on the Site.

2.2.2 Test Pits

On January 30, 2023, we completed a subsurface exploration program that consisted of three test pits designated ATP-01 through ATP-03 at the locations shown on Figure 2.

The test pits were excavated and logged to depths ranging from 8 to 12 feet below ground surface (bgs) and terminated at the discretion of the Aspect field representative, based on exploration objectives or limits of excavator reach. Soil samples were collected at the discretion of the Aspect field representative for further evaluation and geotechnical laboratory testing.

Exploration procedures and additional details are presented in Appendix A. Descriptions of the soils encountered in the explorations, as well as the depths where characteristics of the soils changed¹ are indicated on the subsurface exploration logs presented in Appendix A. Definitions of the terminology and symbols used on the logs are shown on the Exploration Logs Key in Appendix A.

¹ The stratigraphic contacts shown on the summary log represents the approximate boundaries between soil types; actual transitions may be more gradual. The subsurface conditions depicted are only for the specific date and location reported, and therefore, are not necessarily representative of other locations and times.

2.2.3 Geotechnical Laboratory Testing

Laboratory tests were conducted on selected soil samples to characterize engineering properties. Laboratory testing was performed by Hayre McElroy & Associates (HMA) under subcontract to Aspect and included determination of grain-size distribution (ASTM International [ASTM] ASTM D6913).

Laboratory test results (as reported by HMA) are presented in Appendix B and reflected on the exploration logs in Appendix A.

2.2.4 Generalized Stratigraphy

Our interpretations of the Site stratigraphy are based on the review of geologic maps, Site reconnaissance, and test pit observations.

In general, the Site stratigraphy generally agrees with the published geologic mapping of Ellensburg Formation mapped in the area, and our expectation of encountering fill.

We interpret the main soil/material units at the Site consist of:

Topsoil

We observed topsoil in ATP-01 and ATP-02 to a depth of approximately 0.5 feet bgs and consists of silty sand (SM)²; loose, moist, brown to dark brown; few organics, roots, sticks, and woody debris.

Fill

We observed gravel road surfacing fill in ATP-03 only to a depth of approximately 0.3 feet bgs that consists of gravel with sand (GP); medium dense, slightly moist, gray.

Fill was observed below the topsoil or road surfacing fill layer in all test pits to depths of 2 to 3 feet bgs. The fill generally consists of silty sand with varying gravel content (SM), or silty gravel with sand and cobbles (GM); loose to dense, moist, brown to dark brown; trace organics, roots, and sticks.

Ellensburg Formation

We observed Ellensburg Formation beneath the fill in all test pits starting at 2 to 3 feet bgs. The Ellensburg Formation extended to the total depths explored of 8 to 12 feet bgs and generally consisted of a 2 to 3-foot-thick layer of silty sand (SM); loose to medium dense, slightly moist to moist, brown; underlain with a layer of sand with silt (SP-SM); medium dense; slightly moist, light brown to light gray; weak cementation.

2.2.5 Groundwater

Static groundwater level was not observed in the test pits. Based on logs of nearby water wells and Site elevation relative to those of the nearby water wells, we expect the static groundwater level is at least 100 feet bgs (Ecology, 2023).

Groundwater conditions at the Site will vary with fluctuations in precipitation, Site usage (such as irrigation), and off-Site land use, as well as throughout the year, increasing in the wet winter and early spring months.

² Soil Classification per the United Soil Classification System (USCS). Refer to ASTM International (ASTM) ASTM D2488.

3 Seismic Hazards

3.1 Surface Fault Rupture

The nearest fault is mapped about 1.4 miles north of the Site (Lidke and Haller, 2016). In our opinion, the relative risk of fault rupture at the surface of the Site is none to very low and is not a design consideration warranting additional exploration or analysis.

3.2 Ground Response

Seismic design parameters for use by the structural engineer to calculate seismic loads on the structure are provided in Table 1, below. These parameters are in accordance with the 2018 International Building Code (IBC; ICC, 2017), which references the American Society of Civil Engineers (ASCE) Standard ASCE/SEI 7-16, *Minimum Design Loads for Buildings and Other Structures* (ASCE, 2016) for seismic design.

Based on the results of our subsurface exploration program/review and geologic understanding of the area, we recommend the Site be characterized by a Seismic Site Class D. The IBC seismic design parameters are shown below in Table 1.

Table 1. Seismic Design Parameters

Parameter	Recommended Value
Site Class	D – “Stiff Soil”
Peak Ground Acceleration, PGA_M (g)	0.303
Short Period Spectral Acceleration, S_s (g)	0.499
1-Second Period Spectral Acceleration, S_1 (g)	0.204
Site Coefficient (F_a)	1.401
Site Coefficient (F_v)	2.192
Design Short Period Spectral Acceleration, S_{DS} (g)	0.466
Design 1-Second Period Spectral Acceleration, S_{D1} (g)	0.298

Note: Parameters based on the latitude and longitude of the Site: 46. 999031°N, 120.529823°W

3.3 Liquefaction

Liquefaction occurs when loose, saturated, and relatively cohesionless soil deposits located below the static groundwater level temporarily lose strength as a result of earthquake shaking. The primary factors controlling the onset of liquefaction include intensity and duration of strong ground motion, characteristics of subsurface soil, *in situ* stress conditions, and the depth to groundwater. The Washington State Department of Natural Resources (DNR) liquefaction susceptibility rating for the Site is mapped as “very low to low” (DNR, 2023). Based on the depth to static groundwater, composition of the Ellensburg Formation, and relatively low seismicity, we conclude the risk of liquefaction at the Site is none to very low and not a relevant design consideration warranting additional exploration or analysis.

4 Geotechnical Considerations and Recommendations

Based on our evaluations, we conclude the Project is feasible from a geotechnical perspective, provided the recommendations in this report are properly incorporated into design and construction. In summary, the major geotechnical recommendations and considerations for Project design and construction include:

- The proposed new pump station structure can be supported on conventional shallow foundations (strip footings) and slab-on-grade bearing on a crushed surfacing base course [CSBC] leveling pad or capillary break layer, respectively, placed directly onto firm, native Ellensburg Formation, or structural fill compacted directly over Ellensburg Formation.
- Concrete block retaining walls up to about 5 feet tall (retained height) around the building can be used to facilitate grade transition.
- Earthwork for the building and utility excavations can generally be completed with conventional earthwork equipment, such as backhoes, excavators, and dozers. Some of the on-Site soil can be repurposed as structural fill.

Detailed geotechnical design and construction recommendations are presented in the following sections.

4.1 Foundation and Slab Design

4.1.1 *Shallow Foundations*

The proposed pump station building can be supported on shallow foundations bearing on a fill leveling pad of least 6 inches of compacted CSBC, consisting of Washington State Department of Transportation (WSDOT) Standard Specification 9-03.9(3) for Crushed Surfacing Base Course (WSDOT, 2023) overlying relatively undisturbed Ellensburg Formation, or compacted structural fill.

Prior to placement of the CSBC or any structural fill, the existing topsoil and fill should be removed to expose Ellensburg Formation material. Any soft, muddy, pumping, or organic-rich subgrade soil (such as the topsoil) should be removed and replaced with structural fill.

The CSBC leveling pad, and any structural fill placed below the footings should be placed and compacted to at least 95 percent of the maximum dry density (MDD) of the material (refer to Section 4.4) and extend at least 6 inches beyond the proposed edges of the foundations.

Footings bearing on the sequence of materials described above can be designed using a maximum allowable bearing pressure of 2,500 pounds per square foot (psf). Maximum allowable bearing pressure may be increased by up to one-third for short-term transient loading conditions, such as wind and seismic loading.

We estimate foundations designed using this allowable bearing pressure and the subgrade preparation methods described above will experience total compression settlements of

less than 1 inch. Differential settlement between adjacent foundation elements, and/or over a distance of about 50 feet along continuous strip footings, may be estimated to be up to half of the total settlement (up to 0.5 inches).

Footings should bear a minimum of 24 inches below adjacent exterior grade for frost protection and bearing capacity considerations. Continuous strip footings should have a minimum width of 2 feet.

We recommend all foundation subgrade preparation be evaluated by Aspect prior to placement of the CSBC leveling pad and/or structural fill. We recommend the CSBC leveling pad be evaluated by Aspect just before placement of foundation reinforcement bars. CSBC, structural fill, and concrete foundations should not be constructed atop frozen subgrades.

Foundation subgrade excavations that are left open during wet weather run a high risk of becoming wet, muddy, and otherwise not compactable to a firm condition. We recommend staging foundation subgrade excavation and covering with CSBC to limit the time the foundation subgrade is exposed to weather. Once the properly prepared native subgrade is covered with CSBC, it will be much less susceptible to wet weather disturbance.

4.1.2 Lateral Resistance

Lateral forces can be resisted by passive resistance against the side of the foundations and frictional resistance along the base of the foundations.

The ultimate passive equivalent fluid density can be taken as 450 pounds per cubic foot (pcf) for foundations that are constructed using neat-cut excavations and bearing against Site soils or compacted structural fill. We recommend including a factor of safety equal to 1.5 to calculate allowable passive resistance (i.e., 300 pcf allowable). The upper 1 foot of passive resistance should be neglected for design unless it is protected by pavement or slab-on-grade.

Foundations poured on CSBC and subgrade soils described above can be designed with an ultimate coefficient of friction equal to 0.60. A factor of safety equal to 1.5 should be applied to this ultimate value (allowable coefficient of friction of 0.4).

4.1.3 Slab-On-Grade Support

Slab-on-grade subgrade preparation should be completed in the same fashion as the shallow foundations described above in Section 4.1.1, with some modifications. For interior building slabs-on-grade, we recommend the uppermost 6 inches of the subgrade consist of compacted capillary break material (instead of CSBC) to provide uniform support and moisture control. The capillary break material should consist of free-draining, clean, fine gravel and coarse sand with a maximum particle size of 1 inch and less than 3 percent material passing the U.S. No. 200 sieve by weight (fines) generally meeting requirements of Standard Specification 9-03.12(3) Gravel Backfill for Drains (WSDOT, 2023), except up to 30 percent passing No. 4 sieve (sand) is allowed. Angular material manufactured by crushing is preferred over rounded material, such as bank run sand and gravel, to provide a subgrade surface that is not easily disturbed by workers laying steel rebar and concrete formwork. The capillary break material should be

compacted to relatively firm and unyielding condition and evaluated by Aspect prior to placement of steel rebar and formwork.

For building areas where vapor intrusion mitigation would be detrimental to the interior finished space (such as air-conditioned office areas that may be covered with flooring), consideration should be given to placement of a vapor barrier over the capillary break. Detailed design and performance issues with respect to vapor intrusion and moisture control, as it relates to the interior environment of the structure, are beyond the expertise of Aspect. A building envelope specialist or contractor should be consulted to address these issues, as needed.

Exterior building slabs, such as those for parking or equipment laydown/storage, can be constructed over 6 inches of CSBC (same as shallow foundations).

For slabs-on-grade designed as a beam on elastic subgrade, we recommend using an initial vertical modulus (K_{v1}) of 150 pounds per cubic inch (pci), if bearing on the sequence of subgrade materials described in Section 4.1.1. The K_{v1} value is appropriate for a 1-foot by 1-foot slab and needs to be adjusted based on the actual width (B) of the slab to a design vertical modulus (K_s), using the following equation:

$$K_s = K_{v1}(B+1)^2/(4B^2),$$

where B = slab width (in feet).

4.2 Utilities

Utility trench subgrade may consist of on-Site materials provided the subgrade is relatively firm. Subgrade that is observed to be soft, pumping, or contain abundant organics should be subexcavated to firm subgrade soil or a maximum depth of about 1 foot. Subexcavated areas should be backfilled with a stabilizing layer of quarry spalls capped with at least a choker-course layer of CSBC.

Bedding materials should only be placed over the firm subgrade that is free of standing water and loose, disturbed, or muddy soil. Material placed directly below (bedding), around, and above (cover) the utility should consist of Gravel Backfill for Pipe Zone Bedding as described in Section 9.03.12(3) of the WSDOT Standard Specifications (WSDOT, 2023), and can include pea gravel. The pipe bedding materials should be placed and compacted (or aggressively vibrated if pea gravel) to a relatively firm condition in accordance with the pipe manufacturer's specifications. Bedding and cover should be at least 6 inches thick.

4.3 Access Road Pavement Section

We understand the proposed improvements include a paved access road and parking area. We recommend that any access road used by pickup trucks or smaller vehicles consist of at least 2.5 inches of hot mix asphalt (HMA) overlying 6 inches of CSBC. Access roads used by relatively heavier delivery/cargo trucks should consist of at least 3.0 inches of HMA overlying 8 inches of CSBC.

Pavement subgrade should be free of deleterious material, including abundant organics or garbage. Asphalt pavement subgrade should be compacted to a relatively firm and

unyielding condition and evaluated by proof rolling with a loaded dump truck or front-end loader prior to placement of the pavement section. Any soft or yielding areas identified during proof-rolling should be removed and replaced with compacted structural fill material described in Section 4.4.

4.4 Gravity Block Retaining Walls

We recommend using the soil parameters presented in Table 2 and geotechnical recommendations presented below for gravity concrete block wall design and construction for gravity block walls (up to 5 feet retained height) supporting native soils and placed/compacted structural fill.

Table 2. Soil Parameters for Design of Gravity Block Walls

Soil Unit	Unit Weight (pcf)	Friction Angle (deg)	Cohesion (psf)
Retained Soil	125	34	0
Foundation Soil	125	34	0

Notes:

pcf = pounds per cubic foot; psf = pounds per square foot; and deg = degrees.

- Minimum embedment of 12 inches at wall face.
- A 6-inch-thick leveling pad of CSBC directly overlying properly prepared subgrade consisting of native soils and /or structural fill (see Section 4.1.1 above).
- Retained soil consists of 1) compacted structural fill meeting the requirements for Common Borrow Standard Specification 9-03.14(3) used to backfill the construction temporary excavation behind the wall, or 2) native (cut) soils.
- Active and passive earth pressure conditions (triangular distribution), and sliding coefficient, based on flexible/yielding wall conditions and soil parameters shown in Table 2.
- Passive earth pressure resistance ignored within 1 foot of final grade in front of the wall, unless covered by pavement or concrete slab.
- A 4-inch diameter, perforated drain pipe surrounded by 4 inches of Gravel Backfill for Drains Standard Specifications 9-03.12(4) and Geotextile for Underground Drainage, Moderate Survivability Class A Standard Specification 9-33.1 (on all sides) at the wall base. The drain pipe should be discharged to a suitable location to prevent the development of saturated soil conditions and buildup of hydrostatic pressures.
- A washed rock drain curtain at back of wall at least 12-inches-thick extending up from the drain pipe upward to within about 1 foot of the ground surface. The washed rock material should meet the requirements of Gravel Backfill for Walls Standard Specification 9-03.12(2).
- Minimum base block widths of 2.5 feet.
- Seismic lateral earth pressure equal to $5.5H$ (psf, rectangular distribution), where H is the exposed height of the wall in feet, calculated based on a horizontal seismic coefficient (k_h) of 0.15g equal to one-half of the Site-adjusted peak

ground acceleration (Table 1). Need only apply to wall sections taller than 4 feet (retained height).

We expect fill materials used to construct block wall, and underlying subgrade soils, will behave elastically when loaded and are not prone to settle long-term. We estimate that the block wall settlement will occur rapidly and incrementally as fill is placed and compacted and the wall is built up. We estimate differential settlement along the length and width of the block wall will be relatively minor and gradual, and not detrimental to landscaping above the wall or wall performance.

4.5 Earthwork Considerations

4.5.1 General Earthwork Considerations

Based on the explorations performed on-Site, it is our opinion that conventional equipment can be used for Site excavation and grading.

We expect that the native Ellensburg formation on the Site could be reused as structural fill beneath slab-on-grade and around footings, if screened to remove particles larger than about 4 inches. Observed existing fill are not recommended for reuse as structural fill.

In general, soil containing more than about 5 percent fines cannot be consistently compacted to a dense and firm condition when the water content is greater than about 3 to 5 percent above or below optimum moisture content. The results of laboratory analyses (grain size) indicate that the existing fill and Ellensburg Formation soils, which may be considered as structural fill, have a fines content that is great enough to make it moisture-sensitive when wet, but if properly moisture conditioned, should be acceptable to use. This material may be difficult to compact if left exposed to wet weather. Drying excessively wet soil will be easier to accomplish in the dry summer months.

Based on our experience, allowing Site soils to become excessively moist or wet and subsequently soft and muddy is a common and avoidable earthwork problem that results in delays and unplanned overexcavation and replacement quantities. Staging of excavation, fill placement and compaction, and covering materials stockpiles is strongly advised to minimize exposure to wet weather.

Additional structural fill recommendations and considerations are provided below.

4.5.2 Structural Fill

Soils placed beneath or around foundations, slabs-on-grade, or below paved areas should be considered structural fill. In these fill areas, we recommend the following:

- All structural fill material to be reviewed by Aspect prior to use.
- All structural fill CSBC beneath foundations and capillary break material placed beneath slabs should meet the recommendations presented in Section 4.1.
- Structural fill beneath foundations should consist of CSBC.
- Structural fill beneath slabs-on-grade and capillary break, around foundations, or below pavement sections may consist of CSBC or on-Site materials generally meeting the requirements of WSDOT Standard Specification 9-03.14 (3) for Common Borrow (WSDOT, 2023). The on-Site Ellensburg Formation soils

generally meet the criteria for Common Borrow, if screened to remove particles larger than about 4 inches (Aspect modification to the WSDOT specification).

- Structural fill should be compacted to a relatively firm and unyielding condition to a minimum density of 95 percent of the MDD using the Modified Proctor method (ASTM D1557).
- Structural fill should be placed with a loose thickness no greater than 8 to 10 inches when using relatively large compaction equipment, such as a vibrating plate attached to an excavator (hoe pack) or drum roller. If small, hand-operated compaction equipment is used to compact structural fill, fill lifts should not exceed 6 inches in loose thickness.

4.5.3 Temporary Excavations and Dewatering

Maintenance of safe working conditions, including temporary excavation stability, is the responsibility of the contractor. All temporary cuts in excess of 4 feet in height that are not protected by trench boxes or otherwise shored should be sloped in accordance with Part N of Washington Administrative Code (WAC) 296-155 (WAC, 2019).

In general, soils across the Site classify as Occupational Safety and Health Administration (OSHA) Soil Classification Type C. Temporary excavation side slopes are anticipated to stand as steep as 1.5H:1V (Horizontal:Vertical). The cut-slope inclinations estimated above are for planning purposes only and should be evaluated in the field by a geotechnical engineer.

The contractor should monitor the stability of the temporary cut slopes and adjust the construction schedule and slope inclination accordingly. Vibrations created by traffic and construction equipment may cause caving and raveling of the trench walls. In such an event, lateral support for the trench walls should be provided by the contractor to prevent loss of ground support.

To avoid damage to nearby building foundations or retaining walls, we recommend temporary excavation be offset a lateral distance of at least 3 feet from the closest edge of the neighboring structures and foundations, and sloped flatter than 1.5H:1V. The location of nearby structures and foundations should be carefully surveyed during design to better understand grading constraints as they relate to these recommendations.

Perched groundwater is expected to be encountered in some locations during foundation and utility excavation. It shall be the contractor's responsibility to adequately dewater the excavation to work and construct foundations, slab, and utilities in relatively dry conditions.

4.5.4 Temporary Erosion Control

To prevent Site erosion during construction, appropriate temporary erosion and sedimentation control (TESC) measures should be used in accordance with the recommendations above and the local best management practices (BMPs). Specific TESC measures may include appropriately placed silt fencing, straw wattles, rock check dams, and plastic covering of exposed slope cuts and soil stockpiles. Outside of the proposed construction areas, the existing vegetation should be retained.

Permanent erosion control within the areas of construction should be achieved through pavement surfacing or vegetation reestablishment.

5 Recommendations for Continuing Geotechnical Services

Throughout this report, we have provided recommendations where we consider it would be appropriate for Aspect to provide additional geotechnical input to the design and construction process. Additional recommendations are summarized in this section.

5.1 Additional Design and Consultation Services

Before construction begins, we recommend that Aspect:

- Continue to meet with the design team, as needed, to address geotechnical questions that may arise throughout the remainder of the design process.
- Review the geotechnical elements of the Project plans to see that the geotechnical engineering recommendations are properly interpreted.
- Provide environmental engineering consultation and/or study, as needed/requested.

5.2 Additional Construction Services

We are available to provide geotechnical engineering and monitoring services during construction. The integrity of the geotechnical elements depends on proper Site preparation and construction procedures. In addition, engineering decisions may have to be made in the field in the event that variations in subsurface conditions become apparent.

During the construction phase of the Project, we recommend that Aspect be retained to perform the following tasks:

- Review applicable submittals
- Observe and evaluate subgrade and structural fill placement for all footings and slabs-on-grade
- Attend meetings, as needed
- Address other geotechnical engineering considerations that may arise during construction

The purpose of our observations is to verify compliance with design concepts and recommendations, and to allow design changes or evaluation of appropriate construction methods in the event that subsurface conditions differ from those anticipated prior to the start of construction.

6 References

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- Washington Department of Natural Resources Division of Geology and Earth Resources (DNR), 2023, Washington Interactive Geologic Map, 2023, Website accessed in February 2023, <https://geologyportal.dnr.wa.gov/>.
- Washington State Department of Transportation (WSDOT), 2023, Standard Specifications for Road, Bridge and Municipal Construction, Document M 41-10.

7 Limitations

Work for this project was performed for HLA Engineering and Land Surveying, Inc. (Client), and this report was prepared consistent with recognized standards of professionals in the same locality and involving similar conditions, at the time the work was performed. No other warranty, expressed or implied, is made by Aspect Consulting, LLC (Aspect).

Recommendations presented herein are based on our interpretation of site conditions, geotechnical engineering calculations, and judgment in accordance with our mutually agreed-upon scope of work. Our recommendations are unique and specific to the project, site, and Client. Application of this report for any purpose other than the project should be done only after consultation with Aspect.

Variations may exist between the soil and groundwater conditions reported and those actually underlying the site. The nature and extent of such soil variations may change over time and may not be evident before construction begins. If any soil conditions are encountered at the site that are different from those described in this report, Aspect should be notified immediately to review the applicability of our recommendations.

Risks are inherent with any site involving slopes and no recommendations, geologic analysis, or engineering design can assure slope stability. Our observations, findings, and opinions are a means to identify and reduce the inherent risks to the Client.

It is the Client's responsibility to see that all parties to this project, including the designer, contractor, subcontractors, and agents, are made aware of this report in its entirety. At the time of this report, design plans and construction methods have not been finalized, and the recommendations presented herein are based on preliminary project information. If project developments result in changes from the preliminary project information, Aspect should be contacted to determine if our recommendations contained in this report should be revised and/or expanded upon.

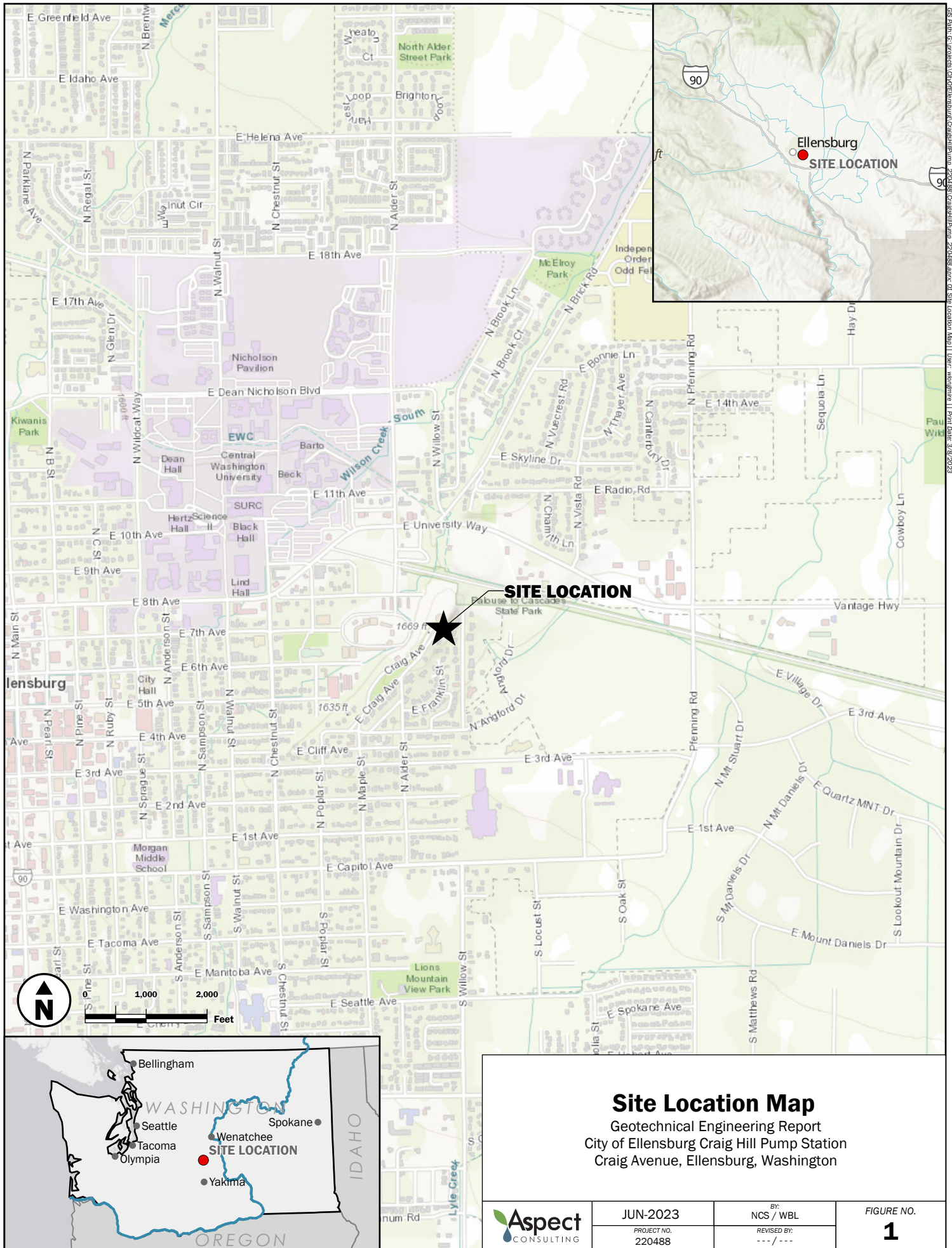
The scope of work does not include services related to construction safety precautions. Site safety is typically the responsibility of the contractor, and our recommendations are not intended to direct the contractor's site safety methods, techniques, sequences, or procedures. The scope of our work also does not include the assessment of environmental characteristics, particularly those involving potentially hazardous substances in soil or groundwater.

All reports prepared by Aspect for the Client apply only to the services described in the Agreement(s) with the Client. Any use or reuse by any party other than the Client is at the sole risk of that party, and without liability to Aspect. Aspect's original files/reports shall govern in the event of any dispute regarding the content of electronic documents furnished to others.

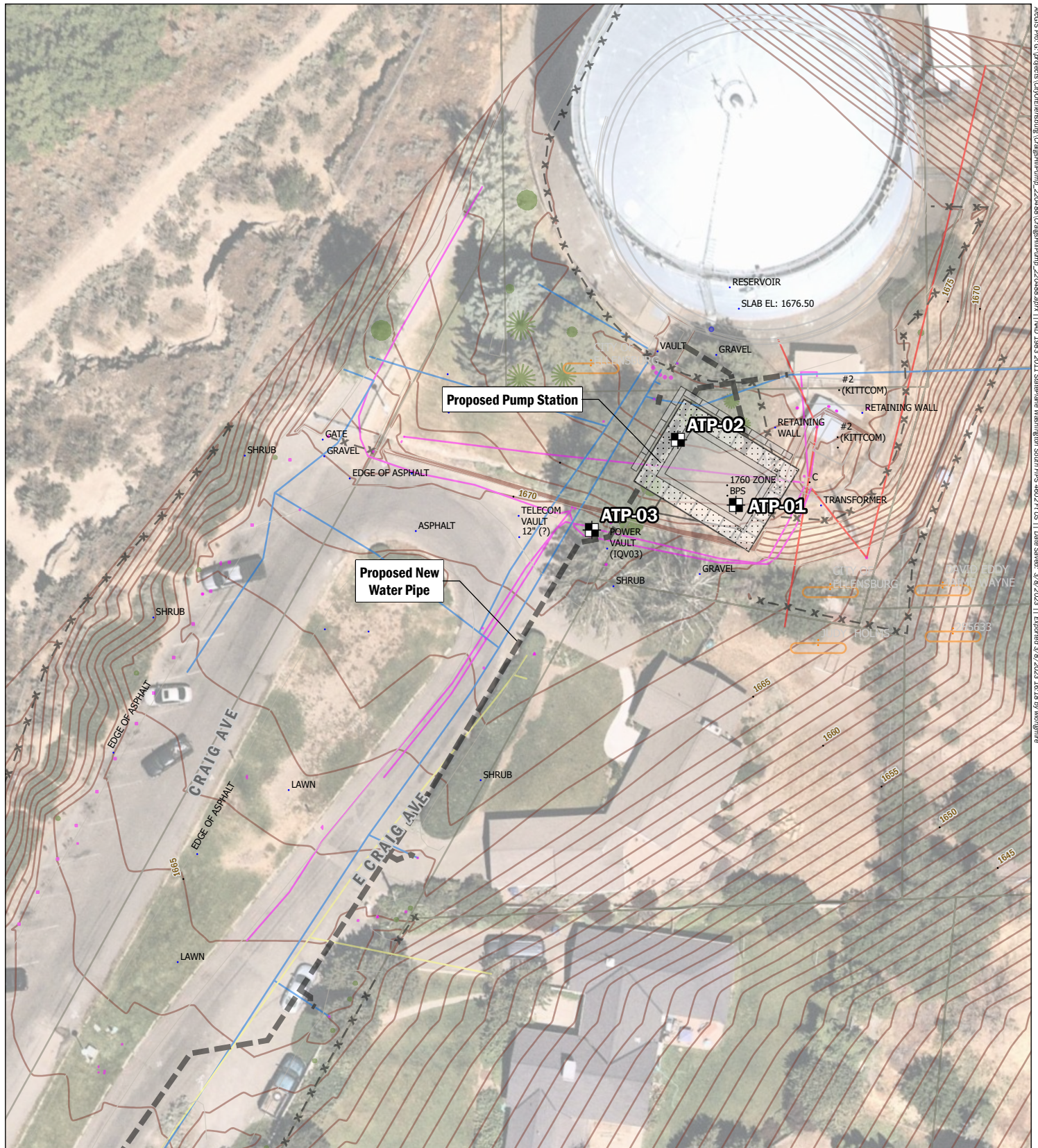
Please refer to Appendix C titled "Report Limitations and Guidelines for Use" for additional information governing the use of this report.

We appreciate the opportunity to perform these services. If you have any questions, please call Nick Szot, PE, Associate Geotechnical Engineering at 509.888.7218

FIGURES

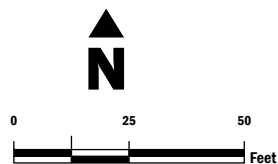


Data source credits: None | Basemap Service Layer Credits: City of Ellensburg GIS, City of Yakima, County of Kittitas, WA State Parks GIS, Esri, HERE, Garmin, SafeGraph, FAD, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, Esri, HERE, Garmin, USGS, EPA, City of Ellensburg GIS, City of Yakima, County of Kittitas, Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, NGA, EPA, USDA, Esri, USGS



Acadris Proj. G, J:\projects\CD\CD\Ellensburg\CraigHillPump_220488\JUN-23\220488.dwg | WMO 1283 2011 Statewide Washington South FIPS 4602 F.L.S. | Date Saved: 3/9/2023 11:09:23 | Exposed 3/8/2023 16:18 by wmo@gnine

Test Pit



Site Exploration Map

Geotechnical Engineering Report
City of Ellensburg Craig Hill Booster Pump Station
Craig Avenue, Ellensburg, Washington



JUN-2023

PROJECT NO.
220488

BY:
NCS / WBL

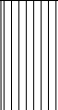
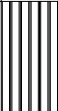
REVISED BY:
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FIGURE NO.

2

APPENDIX A

Subsurface Exploration Logs

Coarse-Grained Soils - More than 50% ¹ Retained on No. 200 Sieve					
	Sands - 50% ¹ or More of Coarse Fraction Passes No. 4 Sieve	Gravels - More than 50% ¹ of Coarse Fraction Retained on No. 4 Sieve			
		≤5% Fines	≥15% Fines		
Fine-Grained Soils - 50% ¹ or More Passes No. 200 Sieve	Silts and Clays Liquid Limit Less than 50%		ML	SILT SANDY or GRAVELLY SILT SILT WITH SAND SILT WITH GRAVEL	
			CL	LEAN CLAY SANDY or GRAVELLY LEAN CLAY LEAN CLAY WITH SAND LEAN CLAY WITH GRAVEL	
			OL	ORGANIC SILT SANDY or GRAVELLY ORGANIC SILT ORGANIC SILT WITH SAND ORGANIC SILT WITH GRAVEL	
			MH	ELASTIC SILT SANDY or GRAVELLY ELASTIC SILT ELASTIC SILT WITH SAND ELASTIC SILT WITH GRAVEL	
			CH	FAT CLAY SANDY or GRAVELLY FAT CLAY FAT CLAY WITH SAND FAT CLAY WITH GRAVEL	
	Silts and Clays Liquid Limit 50% or More		OH	ORGANIC CLAY SANDY or GRAVELLY ORGANIC CLAY ORGANIC CLAY WITH SAND ORGANIC CLAY WITH GRAVEL	
			PT	PEAT and other mostly organic soils	
	Highly Organic Soils				

"WITH SILT" or "WITH CLAY" means 5 to 15% silt and clay, denoted by a "-" in the group name; e.g., SP-SM • "SILTY" or "CLAYEY" means >15% silt and clay • "WITH SAND" or "WITH GRAVEL" means 15 to 30% sand and gravel. • "SANDY" or "GRAVELLY" means >30% sand and gravel. • "Well-graded" means approximately equal amounts of fine to coarse grain sizes • "Poorly graded" means unequal amounts of grain sizes • Group names separated by "/" means soil contains layers of the two soil types; e.g., SM/ML.

Soils were described and identified in the field in general accordance with the methods described in ASTM D2488. Where indicated in the log, soils were classified using ASTM D2487 or other laboratory tests as appropriate. Refer to the report accompanying these exploration logs for details.

1. Estimated or measured percentage by dry weight
2. (SPT) Standard Penetration Test (ASTM D1586)
3. Determined by SPT, DCPT (ASTM STP399) or other field methods. See report text for details.

MC	=	Natural Moisture Content	GEOTECHNICAL LAB TESTS				
PS	=	Particle Size Distribution					
FC	=	Fines Content (% < 0.075 mm)					
GH	=	Hydrometer Test					
AL	=	Atterberg Limits					
C	=	Consolidation Test					
Str	=	Strength Test					
OC	=	Organic Content (% Loss by Ignition)					
Comp	=	Proctor Test					
K	=	Hydraulic Conductivity Test					
SG	=	Specific Gravity Test					
<u>Organic Chemicals</u>			CHEMICAL LAB TESTS				
BTEX	=	Benzene, Toluene, Ethylbenzene, Xylenes					
TPH-Dx	=	Diesel and Oil-Range Petroleum Hydrocarbons					
TPH-G	=	Gasoline-Range Petroleum Hydrocarbons					
VOCs	=	Volatile Organic Compounds					
SVOCs	=	Semi-Volatile Organic Compounds					
PAHs	=	Polycyclic Aromatic Hydrocarbon Compounds					
PCBs	=	Polychlorinated Biphenyls					
<u>Metals</u>							
RCRA8	=	As, Ba, Cd, Cr, Pb, Hg, Se, Ag, (d = dissolved, t = total)					
MTCAS	=	As, Cd, Cr, Hg, Pb (d = dissolved, t = total)					
PP-13	=	Ag, As, Be, Cd, Cr, Cu, Hg, Ni, Pb, Sb, Se, Tl, Zn (d=dissolved, t=total)					
<u>PID</u>			FIELD TESTS				
Sheen	=	Oil Sheen Test					
SPT ²	=	Standard Penetration Test					
NSPT	=	Non-Standard Penetration Test					
DCPT	=	Dynamic Cone Penetration Test					
<u>Descriptive Term</u>			COMPONENT DEFINITIONS				
<u>Size Range and Sieve Number</u>							
Boulders	=	Larger than 12 inches					
Cobbles	=	3 inches to 12 inches					
Coarse Gravel	=	3 inches to 3/4 inches					
Fine Gravel	=	3/4 inches to No. 4 (4.75 mm)					
Coarse Sand	=	No. 4 (4.75 mm) to No. 10 (2.00 mm)					
Medium Sand	=	No. 10 (2.00 mm) to No. 40 (0.425 mm)					
Fine Sand	=	No. 40 (0.425 mm) to No. 200 (0.075 mm)					
Silt and Clay	=	Smaller than No. 200 (0.075 mm)					
<u>% by Weight</u>			ESTIMATED ¹ PERCENTAGE				
<u>Modifier</u>							
<u>% by Weight</u>							
<u>Modifier</u>							
<1	=	Subtrace	15 to 25	=	Little		
1 to <5	=	Trace	30 to 45	=	Some		
5 to 10	=	Few	>50	=	Mostly		
<u>Dry</u>						MOISTURE CONTENT	
<u>Slightly Moist</u>							
<u>Moist</u>							
<u>Very Moist</u>							
<u>Wet</u>							
<u>Non-Cohesive or Coarse-Grained Soils</u>						RELATIVE DENSITY	
<u>Density³</u>		<u>SPT² Blows/Foot</u>		<u>Penetration with 1/2" Diameter Rod</u>			
Very Loose		= 0 to 4		≥ 2'			
Loose		= 5 to 10		1' to 2'			
Medium Dense		= 11 to 30		3" to 1'			
Dense		= 31 to 50		1" to 3"			
Very Dense		= > 50		< 1"			
<u>Cohesive or Fine-Grained Soils</u>						CONSISTENCY	
<u>Consistency³</u>		<u>SPT² Blows/Foot</u>		<u>Manual Test</u>			
Very Soft		= 0 to 1	Penetrated >1" easily by thumb. Extrudes between thumb & fingers.				
Soft		= 2 to 4	Penetrated 1/4" to 1" easily by thumb. Easily molded.				
Medium Stiff		= 5 to 8	Penetrated >1/4" with effort by thumb. Molded with strong pressure.				
Stiff		= 9 to 15	Indented ~1/4" with effort by thumb.				
Very Stiff		= 16 to 30	Indented easily by thumbnail.				
Hard		= > 30	Indented with difficulty by thumbnail.				
<u>Observed and Distinct</u>							GEOLOGIC CONTACTS
<u>Observed and Gradual</u>							
<u>Inferred</u>							
							
Exploration Log Key							



Craig Hill Pump Station - 220488

Geotechnical Exploration Log

Project Address & Site Specific Location

Coordinates (Lat, Lon WGS84)

Exploration Number

Craig Avenue and N. Alder Street Ellensburg, WA., See Figure 2.

46.9990, -120.5297 (est)

ATP-01

Contractor

Equipment

Sampling Method

Ground Surface Elev. (NAVD88)

City of Ellensburg

Deere 310 SL Backhoe

Grab

1673' (est)

Operator

Exploration Method(s)

Work Start/Completion Dates

Top of Casing Elev. (NAVD88)

Depth to Water (Below GS)

Donnie

Test Pit

1/30/2023

NA

No Water Encountered

Depth (feet)	Elev. (feet)	Exploration Notes and Completion Details	Sample Type/ID	Blows/foot Water Content (%)					Blows/6"	Tests	Material Type	Description	Depth (ft)	
				0	10	20	30	40						50
1	1672	Exploration backfilled with spoils and compacted with backhoe bucket.	S1							DCPT =6,8,8 PS FC=38.8%	TOPSOIL SILTY SAND (SM); loose, moist, brown to dark brown; fine to medium sand; few organics, roots, rootlets, sticks, and woody debris. FILL SILTY SAND (SM); loose, moist, brown to dark brown; non-plastic; fine to medium sand; trace fine to coarse, subrounded gravel; trace organics, roots, rootlets, sticks, and woody debris.	1		
2	1671													2
3	1670		S2										DCPT =11,12,13	ELLENSBURG FORMATION (Mc(e)) SILTY SAND (SM); medium dense, moist, brown; non-plastic; fine to medium sand; trace fine, subrounded gravel; trace pumice fragments; trace organics, rootlets; weak cementation.
4	1669										4			
5	1668	S3								DCPT =12,30/1.5"		5		
6	1667												6	
7	1666	S4										DCPT =12,15,15	SAND WITH SILT (SP-SM); medium dense, slightly moist, light brown; fine to medium sand; weak cementation.	7
8	1665										8			
9	1664										9			
10	1663											10		
11	1662	Sidewalls remain vertical with no caving.								DCPT =10,12,15		Bottom of exploration at 11.5 ft. bgs.	11	
12	1661													12
13	1660													13

Legend

Grab sample

Plastic Limit — Liquid Limit

No Water Encountered

See Exploration Log Key for explanation
of symbols

Logged by: JBM
Approved by: NCS

**Exploration
Log
ATP-01**

Sheet 1 of 1



Craig Hill Pump Station - 220488

Geotechnical Exploration Log

Project Address & Site Specific Location

Coordinates (Lat, Lon WGS84)

Exploration Number

Craig Avenue and N. Alder Street Ellensburg, WA., See Figure 2.

46.9990, -120.5297 (est)

ATP-02

Contractor

Equipment

Sampling Method

Ground Surface Elev. (NAVD88)

City of Ellensburg

Deere 310 SL Backhoe

Grab

1673' (est)

Operator

Exploration Method(s)

Work Start/Completion Dates

Top of Casing Elev. (NAVD88)

Depth to Water (Below GS)

Donnie

Test Pit

1/30/2023

NA

No Water Encountered

Depth (feet)	Elev. (feet)	Exploration Notes and Completion Details	Sample Type/ID	Blows/foot					Tests	Material Type	Description	Depth (ft)
				0	10	20	30	40				
1	1672	Exploration backfilled with spoils and compacted with backhoe bucket.	S1						DCPT =6,11,19 PS FC=34.7%		TOPSOIL SILTY SAND (SM); loose, moist, brown to dark brown; fine to medium sand; few organics, roots, rootlets, sticks, and woody debris.	1
2	1671										FILL SILTY GRAVEL WITH SAND AND COBBLES (GM); loose, moist, brown to dark brown; non-plastic; fine to coarse sand; fine to coarse, subrounded to rounded gravel; subrounded to rounded cobbles; few organics, roots, rootlets, sticks, and woody debris; trace metallic debris.	2
3	1670										ELLENSBURG FORMATION (Mc(e)) SILTY SAND (SM); medium dense, slightly moist, light brown to brown; non-plastic; fine to medium sand; trace pumice fragments; trace organics, rootlets; weak cementation.	3
4	1669	Exploration backfilled with spoils and compacted with backhoe bucket.	S2						DCPT =11,14,14		SAND WITH SILT (SP-SM); medium dense, slightly moist, light brown; fine to medium sand; weak cementation.	4
5	1668											5
6	1667											6
7	1666	Sidewalls remain vertical with no caving.	S3						DCPT =7,19,21		Becomes dense and light brown to light gray.	7
8	1665											8
9	1664											9
10	1663	Sidewalls remain vertical with no caving.	S3						DCPT =7,19,21		Becomes dense and light brown to light gray.	10
11	1662											11
12	1661										Bottom of exploration at 12 ft. bgs.	12
13	1660											13

Legend

Grab sample

Plastic Limit — Liquid Limit

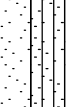
No Water Encountered

See Exploration Log Key for explanation
of symbols

Logged by: JBM
Approved by: NCS

**Exploration
Log
ATP-02**

Sheet 1 of 1

Aspect CONSULTING		Craig Hill Pump Station - 220488				Geotechnical Exploration Log				
		Project Address & Site Specific Location				Coordinates (Lat, Lon WGS84)		Exploration Number		
Craig Avenue and N. Alder Street Ellensburg, WA., See Figure 2.		46.9989, -120.5298 (est)		ATP-03						
Contractor		Equipment		Sampling Method		Ground Surface Elev. (NAVD88)				
City of Ellensburg		Deere 310 SL Backhoe		Grab		1670' (est)				
Operator		Exploration Method(s)		Work Start/Completion Dates		Top of Casing Elev. (NAVD88)		Depth to Water (Below GS)		
Donnie		Test Pit		1/30/2023		NA		No Water Encountered		
Depth (feet)	Elev. (feet)	Exploration Notes and Completion Details	Sample Type/ID	Blows/foot	Water Content (%)	Blows/6"	Tests	Material Type	Description	Depth (ft)
1	1669	Exploration backfilled with spoils and compacted with backhoe bucket.	S1				DCPT =11,17,17		GRAVEL WITH SAND (GP); medium dense, slightly moist, gray; medium to coarse sand; fine to coarse angular to subrounded gravel.	1
2	1668		S2				DCPT =7,7,7		SILTY SAND WITH GRAVEL (SM); dense, moist, brown; non-plastic; fine to coarse sand; fine to coarse, subrounded to angular gravel; trace subrounded cobbles; trace organics, roots, rootlets.	2
3	1667								ELLENSBURG FORMATION (Mc(e)) SILTY SAND (SM); loose, moist, brown; non-plastic; fine to medium sand; trace fine, subrounded gravel; trace pumice fragments; trace organics, rootlets; weak cementation.	3
4	1666						DCPT =6,11,12		SAND WITH SILT (SP-SM); medium dense, slightly moist, light brown to light gray.; fine to medium sand; weak cementation.	4
5	1665	Sidewalls remain vertical with no caving.					DCPT =6,10,12			5
6	1664									6
7	1663									7
8	1662		S3				DCPT =7,21,25		Becomes dense.	8
9	1661								Bottom of exploration at 8 ft. bgs.	9
10	1660									10
11	1659									11
12	1658									12
13	1657									13

Legend

 Grab sample

Plastic Limit

Liquid Limit

No Water Encountered

Water Level

See Exploration Log Key for explanation of symbols

Logged by: JBM

Approved by: NCS

Exploration Log ATP-03

Sheet 1 of 1

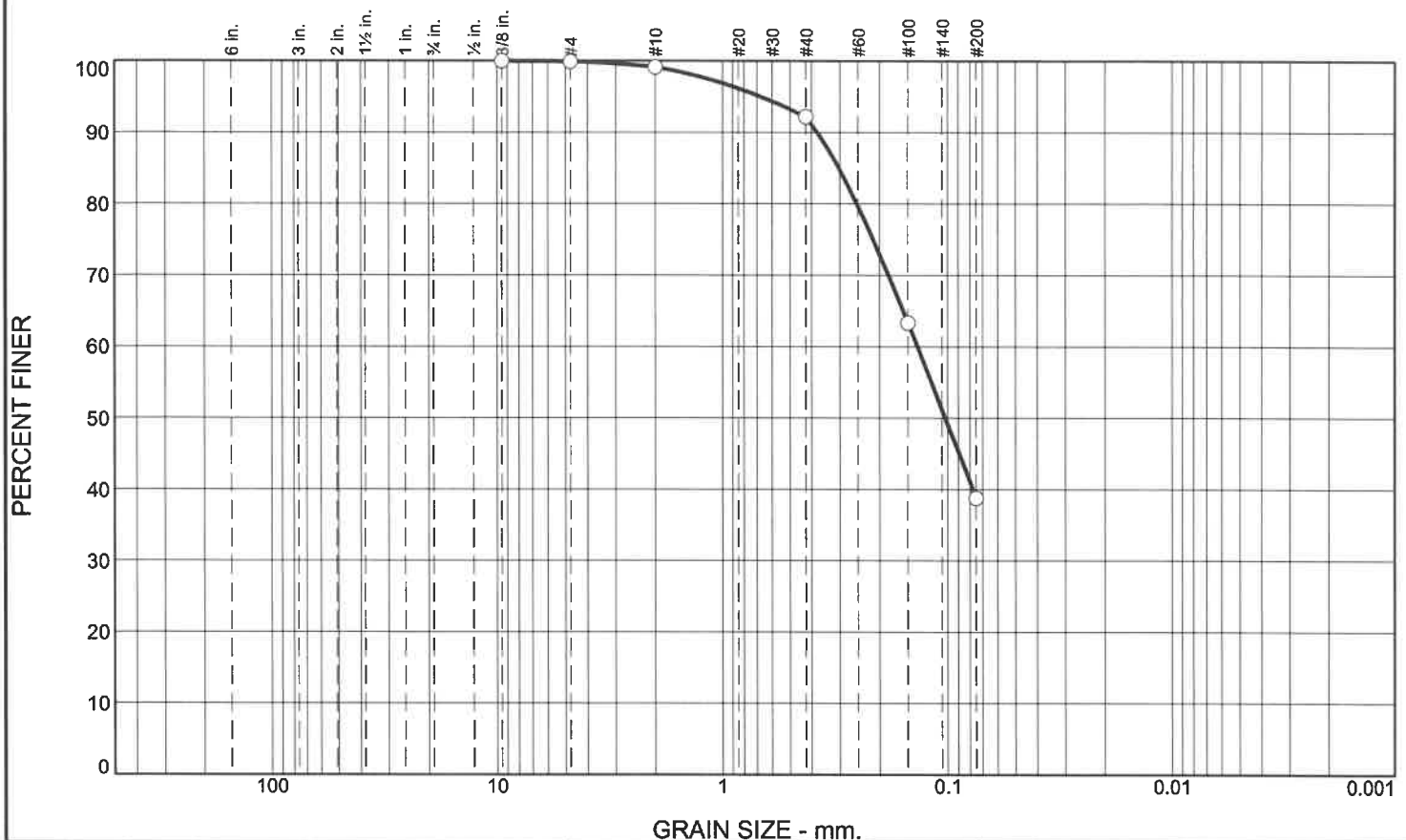
NEW STANDARD EXPLORATION LOG TEMPLATE P:\GINT\PROJECTS\220488 - CRAIG HILL PUMP STATION GPJ March 8, 2023

Review Stage: DRAFT Rev.2

APPENDIX B

Geotechnical Laboratory Testing Results

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.1	0.7	7.0	53.4	38.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8"	100.0		
#4	99.9		
#10	99.2		
#40	92.2		
#100	63.3		
#200	38.8		

(no specification provided)

Soil Description

Silty SAND

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.3777 D₈₅= 0.3039 D₆₀= 0.1363
D₅₀= 0.1026 D₃₀= D₁₅=
D₁₀= C_u= C_c=

Classification

USCS= SM AASHTO=

Remarks

Source of Sample: ATP-01 / S-1
Sample Number: 8617

Depth: 1

Date: 2/9/23

Hayre McElroy & Associates, LLC

Redmond, WA

Client: Aspect Consulting
Project: Craig Hill Pump Station

Project No: 08-175 / 220488

Figure

Tested By: AD

Checked By: JAM

GRAIN SIZE DISTRIBUTION TEST DATA

2/9/2023

Client: Aspect Consulting

Project: Craig Hill Pump Station

Project Number: 08-175 / 220488

Location: ATP-01 / S-1

Depth: 1

Sample Number: 8617

Material Description: Silty SAND

Date: 2/9/23

USCS Classification: SM

Tested by: AD

Checked by: JAM

Sieve Test Data

Post #200 Wash Test Weights (grams): Dry Sample and Tare = 538.10
Tare Wt. = 231.10
Minus #200 from wash = 37.3%

Dry Sample and Tare (grams)	Tare (grams)	Cumulative Pan Tare Weight (grams)	Sieve Opening Size	Cumulative Weight Retained (grams)	Percent Finer
720.40	231.10	0.00	3/8"	0.00	100.0
			#4	0.30	99.9
			#10	4.10	99.2
			#40	38.00	92.2
			#100	179.50	63.3
			#200	299.60	38.8

Fractional Components

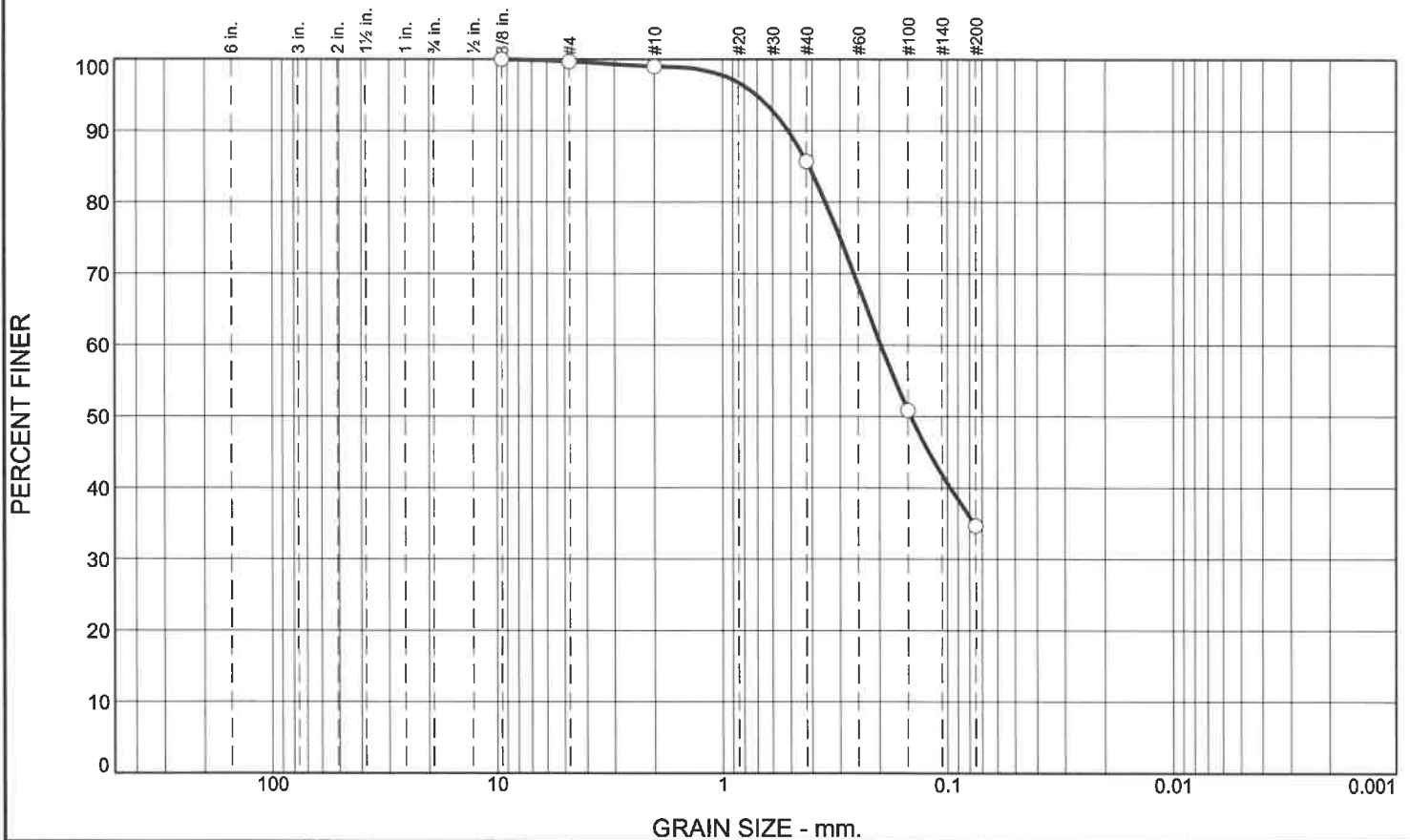
Cobbles	Gravel			Sand				Fines		
	Coarse	Fine	Total	Coarse	Medium	Fine	Total	Silt	Clay	Total
0.0	0.0	0.1	0.1	0.7	7.0	53.4	61.1			38.8

D ₅	D ₁₀	D ₁₅	D ₂₀	D ₃₀	D ₄₀	D ₅₀	D ₆₀	D ₈₀	D ₈₅	D ₉₀	D ₉₅
					0.0776	0.1026	0.1363	0.2527	0.3039	0.3777	0.6691

Fineness Modulus

0.61

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.3	0.7	13.3	51.0	34.7	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8"	100.0		
#4	99.7		
#10	99.0		
#40	85.7		
#100	50.9		
#200	34.7		

* (no specification provided)

Soil Description
Silty SAND

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 0.5114 D₈₅= 0.4136 D₆₀= 0.1980
 D₅₀= 0.1457 D₃₀= D₁₅=
 D₁₀= C_u= C_c=

Classification
 USCS= SM AASHTO=

Remarks

Source of Sample: ATP-02 / S-1
Sample Number: 8617

Depth: 3

Date: 2/9/23

Hayre McElroy & Associates, LLC

Redmond, WA

Client: Aspect Consulting
Project: Craig Hill Pump Station

Project No: 08-175 / 220488

Figure

Tested By: AD

Checked By: JAM

GRAIN SIZE DISTRIBUTION TEST DATA

2/9/2023

Client: Aspect Consulting

Project: Craig Hill Pump Station

Project Number: 08-175 / 220488

Location: ATP-02 / S-1

Depth: 3

Sample Number: 8617

Material Description: Silty SAND

Date: 2/9/23

USCS Classification: SM

Tested by: AD

Checked by: JAM

Sieve Test Data

Post #200 Wash Test Weights (grams): Dry Sample and Tare = 665.90
Tare Wt. = 234.80
Minus #200 from wash = 32.7%

Dry Sample and Tare (grams)	Tare (grams)	Cumulative Pan Tare Weight (grams)	Sieve Opening Size	Cumulative Weight Retained (grams)	Percent Finer
875.80	234.80	0.00	3/8"	0.00	100.0
			#4	1.80	99.7
			#10	6.20	99.0
			#40	91.50	85.7
			#100	315.00	50.9
			#200	418.60	34.7

Fractional Components

Cobbles	Gravel			Sand				Fines		
	Coarse	Fine	Total	Coarse	Medium	Fine	Total	Silt	Clay	Total
0.0	0.0	0.3	0.3	0.7	13.3	51.0	65.0			34.7

D ₅	D ₁₀	D ₁₅	D ₂₀	D ₃₀	D ₄₀	D ₅₀	D ₆₀	D ₈₀	D ₈₅	D ₉₀	D ₉₅
					0.0971	0.1457	0.1980	0.3494	0.4136	0.5114	0.7038

Fineness Modulus

0.84



Moisture Content

ASTM D-2216

Project Number: 08-175 / 220488 **Received Date:** 2/3/2023

Project Name: Craig Hill Pump Station **Start Date:** 2/6/2023

Lab Number: 8617 **Finish Date:** 2/9/2023

Technician: AD

HMA Lab #	Boring	Sample	Depth (ft)	Weight of Moist Soil + Tare (g)	Weight of Dry Soil + Tare (g)	Tare Weight (g)	Moisture Content (%)
8617	ATP-01	S-1	1	821.5	720.4	231.1	20.7
8617	ATP-02	S-1	3	965.7	875.8	234.8	14.0

APPENDIX C

Report Limitations and Guidelines for Use

REPORT LIMITATIONS AND GUIDELINES FOR USE

Geoscience is Not Exact

The geoscience practices (geotechnical engineering, geology, and environmental science) are far less exact than other engineering and natural science disciplines. It is important to recognize this limitation in evaluating the content of the report. If you are unclear how these "Report Limitations and Guidelines for Use" apply to your project or property, you should contact Aspect Consulting, LLC (Aspect).

This Report and Project-Specific Factors

Aspect's services are designed to meet the specific needs of our clients. Aspect has performed the services in general accordance with our agreement (the Agreement) with the Client (defined under the Limitations section of this project's work product). This report has been prepared for the exclusive use of the Client. This report should not be applied for any purpose or project except the purpose described in the Agreement.

Aspect considered many unique, project-specific factors when establishing the Scope of Work for this project and report. You should not rely on this report if it was:

- Not prepared for you;
- Not prepared for the specific purpose identified in the Agreement;
- Not prepared for the specific subject property assessed; or
- Completed before important changes occurred concerning the subject property, project, or governmental regulatory actions.

If changes are made to the project or subject property after the date of this report, Aspect should be retained to assess the impact of the changes with respect to the conclusions contained in the report.

Reliance Conditions for Third Parties

This report was prepared for the exclusive use of the Client. No other party may rely on the product of our services unless we agree in advance to such reliance in writing. This is to provide our firm with reasonable protection against liability claims by third parties with whom there would otherwise be no contractual limitations. Within the limitations of scope, schedule, and budget, our services have been executed in accordance with our Agreement with the Client and recognized geoscience practices in the same locality and involving similar conditions at the time this report was prepared.

Property Conditions Change Over Time

This report is based on conditions that existed at the time the study was performed. The findings and conclusions of this report may be affected by the passage of time, by events such as a change in property use or occupancy, or by natural events, such as floods,

earthquakes, slope instability, or groundwater fluctuations. If any of the described events may have occurred following the issuance of the report, you should contact Aspect so that we may evaluate whether changed conditions affect the continued reliability or applicability of our conclusions and recommendations.

Geotechnical, Geologic, and Environmental Reports Are Not Interchangeable

The equipment, techniques, and personnel used to perform a geotechnical or geologic study differ significantly from those used to perform an environmental study and vice versa. For that reason, a geotechnical engineering or geologic report does not usually address any environmental findings, conclusions, or recommendations (e.g., about the likelihood of encountering underground storage tanks or regulated contaminants). Similarly, environmental reports are not used to address geotechnical or geologic concerns regarding the subject property.

We appreciate the opportunity to perform these services. If you have any questions, please contact the Aspect Project Manager for this project.



American Legion Post 8
1101 Craig Ave, Ellensburg, WA 98926

January 5th 2024

Re: Craig's Hill at Reed Park Firelane and Easement Agreement

Ellensburg City Council,

Thank you for considering our position and how the proposed changes to Craig's Hill at Reed Park will impact the American Legion and its business.

As the single largest user of Craig's Hill at Reed Park we are invested in protecting its purpose.

We appreciate the time you have taken to work with us to come to an agreement that we believe will suit our community and address the firelane issue as well as allow for the American Legion to continue to thrive as a business.

Thank you for resolving the concerns regarding the dead tree. We are grateful that the danger has been removed.

We ask that we continue to be included in the planning process as it moves forward.

We look forward to working together on this project.

Thank you,

American Legion Post 8

A handwritten signature in cursive script that reads "Joseph W. Hill". The signature is written in dark ink and is positioned above the printed name of the Commander.

Commander Joe Hill



Meeting Date: March 18, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Process to Evaluate Alternative Sites for Sleep Center
Submitted by: Heidi Behrends Cerniwey, City Manager
Department: City Manager

Suggested Motion/Action:

Move to approve proposed process to evaluate alternative sites for a Sleep Center in Ellensburg.

Background/Summary:

At the study session on March 4, 2024, an overview of the Ellensburg Sleep Center Feasibility Analysis Report was presented by consultants to the City Council. A similar presentation was provided to the Board of Kittitas County Commissioners at their meeting on March 5, 2024. Over the past two years, members and staff of the City-County Joint Ad Hoc Committee on Homelessness have been reviewing alternative sites for a Sleep Center, including all publicly owned parcels within the City and Urban Growth Area boundaries.

At the March 4, 2024 regular City Council Meeting, a Letter of Understanding with HopeSource for leasing property to the City for use as a Year-Round Sleep Center at 1200 S Ruby Street was presented for consideration. The City Council deferred action on this item to the May 6, 2024, meeting and requested staff return to their March 18 meeting with a plan which provides opportunities for community members to suggest alternative locations for consideration.

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 13 unsheltered persons in Kittitas County. Preliminary data from the recently completed 2024 PIT Count for Kittitas County included 63 persons living in emergency shelters and 38 unsheltered persons (this data was updated by HopeSource on 3/12/2024 - the data won't be finalized by the state Department of Commerce 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 persons 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 January 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.
- March 28, 2023 - Public Open House on Homelessness to learn about the need for a Sleep Center and interact with members of the Joint Ad Hoc Committee on Homelessness on issues surrounding homelessness.
- March 4, 2024 - City Council reviewed findings from Ellensburg Sleep Center Feasibility Analysis Report at their Study Session
- March 4, 2024 - City Council considered a Letter of Understanding with HopeSource for leasing property to the City for use as a Year-Round Sleep Center at 1200 S Ruby Street. Council deferred action to the May 6, 2024 meeting and requested staff return to their next meeting with a plan which provides opportunities for community members to suggest alternative locations to be considered.

Analysis:

Below is the proposed process to allow community members to submit alternative locations for a Sleep Center and evaluation of those parcels:

- **Web Form for Intake of Ideas:** Staff released a list of criteria and a web form to crowd-source alternative locations from the community on March 7, 2024. See attached Sleep Center Media Release 3-7-24. The web form to submit alternatives is available at www.ci.ellensburg.wa.us/sleepcentersite. Sites must meet the following criteria:
 1. Located within Ellensburg City Limits
 2. Availability – property must be available for lease or purchase by May 1, 2024
 3. Zoning – property must be appropriately [zoned for Indoor Emergency Shelters](#)
 4. Parcel Size (minimum of 1.25 acres)
 5. Identify adjacent uses (for consideration of impacts to be mitigated)
 6. Must be accessible by public transit and pedestrian access
- **Review and Evaluation of Options (April 15-19):** The Joint Ad Hoc Committee on Homelessness (with up to two additional Councilmembers) will serve as the review committee for proposals. A public meeting will be created during the week of April 15, 2024 to review all valid proposals and consider alternatives. The Committee will make a recommendation for the City Council to consider.
- **City Council Consideration at May 6, 2024 meeting:** Any recommendation for alternative site(s) will be considered at the May 6 meeting.

Financial Impact:

None at this stage.

Budget Adjustment: No

Attachments:

1. Sleep Center Media Release 3-7-24



CITY OF ELLENSBURG

501 North Anderson Street

Ellensburg, WA 98926

Ph: (509) 962-7221

MEDIA RELEASE

March 7, 2024

For immediate release

CONTACT INFORMATION:

Nicole Klauss, Public Information Officer

(509) 925-8657

klaussn@ellensburgwa.gov

Ellensburg Looking For Alternative Sleep Center Site Locations

ELLENSBURG, Wash. — The City of Ellensburg is looking for alternative locations for a proposed year-round overnight sleep center that would house persons experiencing homelessness. Sites must meet the following criteria:

1. Located within Ellensburg City Limits
2. Availability – property must be available for lease or purchase by May 1, 2024
3. Zoning – property must be appropriately [zoned for Indoor Emergency Shelters](#)
4. Parcel Size (minimum of 1.25 acres)
5. Identify adjacent uses
6. Must be accessible by public transit and pedestrian access

If you have a viable suggestion for a location for a Sleep Center, please visit the City website and complete the Sleep Center Site Recommendation form at:
www.ci.ellensburg.wa.us/sleepcentersite.

On March 4, the Ellensburg City Council heard a report from consultant ECONorthwest, which identified the former Nites Inn property (now Pathways Project owned by HopeSource) as a proposed location for the future Sleep Center. In 2022, HopeSource acquired the property utilizing City and Kittitas County affordable housing funds and has begun work converting it into apartments for affordable housing and those transitioning out of homelessness. That work is scheduled for completion by the end of 2024. The parcel is located at 1200 South Ruby Street and sits on a 4.8-acre site and zoned Neighborhood Commercial-Mixed Use (NC-MU). Given the size and location of the former motel on the site, there is additional space available for the Sleep Center. Indoor emergency shelters are a permitted use in the NC-MU zone.

After receiving public comments on the proposed location at its March 4, 2024 meeting, the City Council approved delaying action on a Letter of Understanding with HopeSource to allow for research of alternative locations to be evaluated. The Council

asked the public to help search for a suitable property in the City that could accommodate the Center and be close enough to necessary resources.

About the Sleep Center Concept

The City of Ellensburg proposes a year-round operation that would be open overnight daily. Paid staff, as well as security personnel, would be onsite during operating hours, estimated to be 6 p.m. to 8 a.m. daily. In addition, access to 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 may 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. On-site bathroom and shower units will also be provided. Ideally, the operation would provide dinner and breakfast to guests, provide secure areas for overnight storage, and have community areas. Learn more at www.beheardebουργ.com/sleep-center.

Background

Homelessness is an issue that most communities, regardless of size, have been attempting to address for many years. The federal courts have decided that cities and counties cannot remove homeless persons from camping on public property unless there is adequate overnight shelter space for those individuals. In 2022, both Ellensburg (Ord. 4895, ECC 5.70) and Kittitas County (Ord. 2022-015) adopted new policies regulating public camping, which are dependent on having available shelter space.

A Joint City and County Ad Hoc Committee on Homelessness was established in January 2022 to explore services and needs to ensure the growing concerns around the increase in people experiencing homelessness in our community were addressed. An important gap identified was a lack of year-round overnight shelter facilities to allow enforcement of public camping regulations and provide better access to services. Both the Kittitas County Board of County Commissioners and the Ellensburg City Council approved the concept of an overnight sleep center at their respective meetings in July 2022.

The Kittitas Valley Ministerial Association has been operating an overnight Cold Weather Shelter in Ellensburg for the past nine years, open from November to March rotating between several local churches and managed by various non-profit agencies over the years. However, this model is not adequate to accommodate the needs of a year-round sleep center.

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MANAGER'S REPORT

DATE: March 18, 2024

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. Kittitas Valley Fire and Rescue will begin using Tegriss Fire, a web-based inspection management system

Tegriss will help to ensure owners of businesses manage the fire and life safety systems within their occupancies. Contractors who perform these inspections will report all system inspections through Tegriss at a fee of \$15 per report. Tegriss will automatically remind contractors and occupants when inspections are coming due and give reminder notices if inspections have not been completed at 30- and 60-days past due. The system is transparent allowing all vested parties access to the reports generated. Occupants will have access to bidding process which allows contractors to bid for work on inspections through the system. In making this switch we hope to improve the compliancy rate of deficient fire suppression systems and inspections within the KVFR region.

2. Gas Purchase Notification

Staff is notifying City Council, as required by Chapter 9.80 of the ECC, of a recent natural gas purchase commitment to Shell Energy North America. The purchase commitment is for a total of 274,000 MMBtus at an average price of \$4.184/MMBtu delivered from July 2024 through March 2025. The total value of the contract purchase is \$1,143,160.

3. Community Assistance Visit by FEMA in April

The City has been chosen for a FEMA Community Assistance Visit (CAV) this year. The CAV is a visit to communities participating in the National Flood Insurance Program (NFIP) by the Department of Ecology on behalf of FEMA that serves the dual purpose of providing technical assistance to the community and assuring that the community is adequately enforcing its floodplain management regulations. A CAV generally consists of a tour of the floodplain, inspection of permit files, and meetings with local government staff. Ecology will conduct an initial meeting with Community Development staff on April 10, 2024, and will provide a community report with findings within 30 days of the meeting. If any issues are identified during the CAV, the City will be notified, and Ecology will work with the City to remedy the issues.

4. City Awarded 2024 Community Forestry Assistance Grant

The Washington State Department of Natural Resources Community Forestry Assistance Grant is an annual funding opportunity for communities, tribes, non-profits, and educational institutions to enhance the health of community forests and create urban forestry programs. This year's funding cycle offered over \$8 million in state and federal

competitive funds. The City requested \$272,500 for an Urban Forestry Management Plan and Tree Ordinance Update. In February, the City was notified that we were one of the 45, out of 120 applications, grant recipients selected for funding.

5. 2024 Floodplain Planning Assistance Grant (FCAAP)

The City was awarded \$400,000 from the Washington State Department of Ecology's Shorelands competitive grant program in 2023. The funds will be used to model the City's storm system in both the UGA and inside the City limits. Modeling the system will enhance the flood maps the county completed for Mercer Creek and Whiskey Creeks.

World Café: Campus & Community Dialogue

Join a campus & community dialogue, using the World Café discussion model.

Saturday, April 13 from 2–4 p.m.

CWU Sue Lombard Hall, 601 E. University Way

Free to participate. Includes refreshments & snacks.

Spanish interpretation available. Park for free.

**Scan the QR
code to RSVP**



Park for free on the CWU campus on Saturdays. The closest lot is C-9 across University Way. Event sponsored by the CWU Office of Diversity, Equity, and Inclusivity.

**Brought to
you by:**

