

CITY COUNCIL AGENDA

April 1, 2024



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

To attend the city council meeting virtually register here:

https://us02web.zoom.us/webinar/register/WN_Zxi7AVmOTRGUfVFs0iWIXg

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

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

AMERICANS WITH DISABILITIES ACT

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. Reasonable accommodations will be made upon request. Please furnish the ADA Coordinator with your request in sufficient time for the City to provide a reasonable accommodation by calling the City of Ellensburg ADA Coordinator at (509) 962-7222 or email 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, April 1, 2024
6:00 PM – Study Session
7:00 PM - Regular Meeting**

Study Session (No Public Comment)

A	2021 Washington State Energy Code Update	6
B	City Communication Tools and How We Use Them	13

Pledge of Allegiance

1. Call to Order and Roll Call

2. Proclamations (Public Comment Opportunity)

2.A	Arbor Day Proclamation 2024	20
2.B	National Safe Digging Month Proclamation	21
2.C	National Child Abuse Prevention Month	22

3. Awards and Recognitions

3.A	Zoe Trudeau, Kittitas County Girl Scouts Honor Mayor Pro Tem Nancy Lillquist	
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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 18, 2024 Regular Meeting	23
5.B	Acknowledge Minutes of Boards and Commissions	29
5.C	Approve University Way Banner Request for National Day of Prayer, April 23-May 6, 2024	47
5.D	Project Acceptance Bid Call No. 2022-06 2022 City Property Groundskeeping	48
5.E	Bid Award - Bid Call 2024-07 for Residential Natural Gas Meters	50

5.F	Bid Award - Bid Call 2024-08 for Natural Gas Meter ERTs	51
5.G	Professional Services Agreement with Evergreen StormH2O for Stormwater Asset Data Collection	52
5.H	Resolution 2024-07 Approving Cason Salvati's Street Tree Removal Request at 604 S. Maple Street.	73
5.I	City of Ellensburg Urban Flooding Analysis FCAAP Grant	78
5.J	Approve April 1, 2024 Voucher Listing	102
6.	Petitions, Protests, and Communications	
6.A	Recommendation of Appointments to the Lodging Tax Advisory Committee and the Library Board (Public Comment Opportunity)	103
7.	Citizen Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
8.A	Ordinance 4940 (First Reading) Amending the 2023-2024 Biennial Budget (Public comment Opportunity)	116
8.B	Public Hearing (Legislative) to Consider Annexation of 10 Parcels and First Reading of Ordinance 4941 Approving the Annexation (Public Comment Opportunity)	127
9.	Introduction and Adoption of Ordinances and Resolutions	
9.A	Resolution 2024-06, Multifamily Housing Limited Property Tax Exemption Agreement with Patricia Place LLC for 501 N Water Street (Public Comment Opportunity)	159
10.	Unfinished Business	
11.	New Business	
11.A	Arbor Day Tree Giveaway Program Expansion (Public Comment Opportunity)	168
11.B	Fieldhouse Owner's Advisor Consultant Agreement (Public Comment Opportunity)	170
12.	Miscellaneous	
12.A	Manager's Report (No Public Comment)	196
12.B	Councilmembers' Reports (No Public Comment)	
13.	Executive Session	
14.	Adjournment	



Meeting Date: April 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: 2021 Washington State Energy Code Update
Submitted by: Dan Carlson, Community Development Director
Department: Community Development

Suggested Motion/Action:
For discussion purposes only.

Background/Summary:
The 2021 International Build Code (IBC) went into effect on March 15, 2024. This includes the 2021 Energy Code, which includes significant changes from the 2018 Code, both for residential and commercial construction. At the study session, staff will provide an overview of the changes and their potential impacts to the City and community.

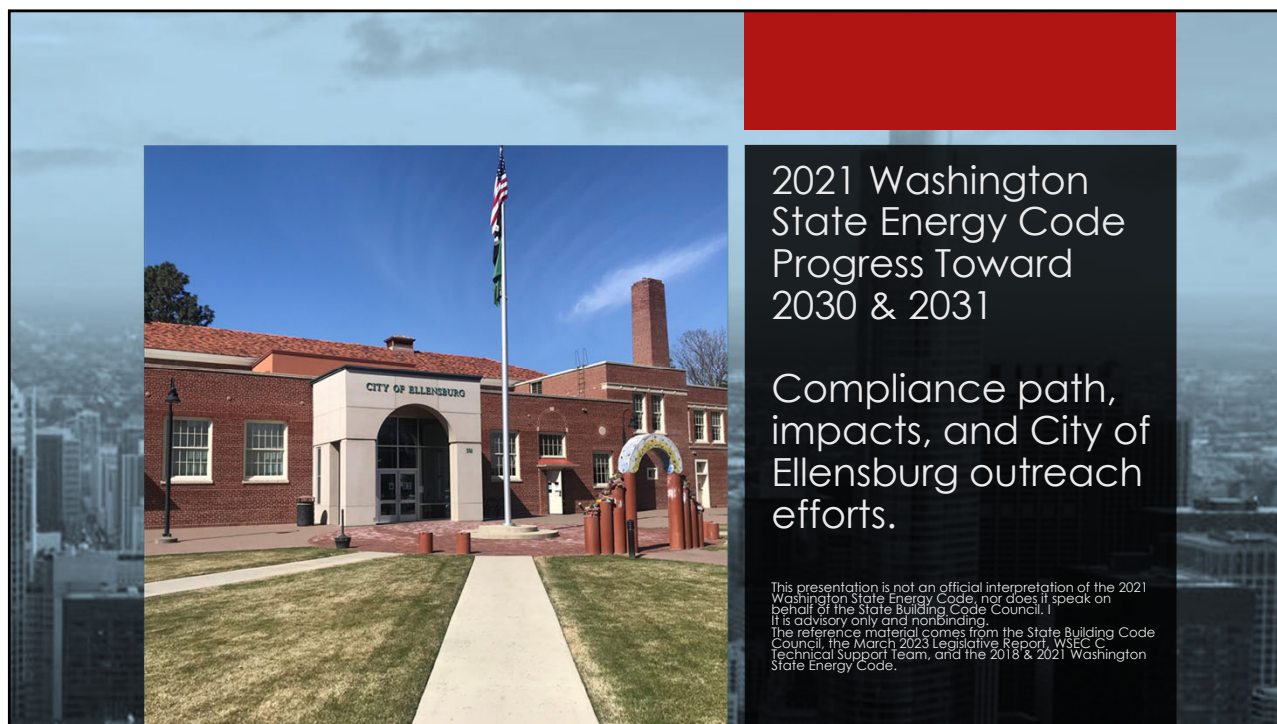
Previous Council Action:
N/A

Analysis:
Staff will provide an overview of the changes to the State Energy Code for discussion.

Financial Impact:
N/A

Budget Adjustment: No

Attachments:
1. 2021 Washington State Energy Code Study Session Presentation



1

THE COMPLIANCE PATH

- 2021 WASHINGTON STATE ENERGY CODE ON TRACK TO MEET THE 2031 GOAL OF 70% REDUCTION IN NET ANNUAL ENERGY CONSUMPTION IN NEWLY CONSTRUCTED RESIDENTIAL HOMES AND COMMERCIAL BUILDINGS.
- THIS HELPS MEET THE BROADER GOAL OF BUILDING ZERO FOSSIL-FUEL GREENHOUSE GAS EMISSION HOMES AND BUILDINGS BY 2031.
- THE 2021 WASHINGTON STATE ENERGY CODE IS PREDICTED TO ACHIEVE APPROXIMATELY 57.6% IMPROVEMENT IN RESIDENTIAL BUILDINGS AND APPROXIMATELY 47% IN COMMERCIAL BUILDINGS COMPARED TO THE 2006 WSEC.

2

Changes to the 2021 Washington State Energy Code for Commercial Buildings:

Section C403.1.4 – Requires heat pump space heating rather than fossil fuel or electric space heating for all buildings. There are 18 exceptions. Here are a few:

- ▶ Small buildings less than 2500 SF are permitted to be heated using electric resistance appliances.
- ▶ District Energy Systems already in existence, like steam and hot water systems that use fossil fuels, are allowed to continue doing so; this includes additions or remodels.

Section C401.4 - Thermal Envelope Certificate Now Required to be posted on the wall where the space conditioning equipment is located. To be completed by an approved party. The following items are required to be included on the certificate:

- ▶ R-Values of Floors, ceilings, roofs, walls, foundations & slabs, crawl spaces and ducts.
- ▶ U-factors and SHGC of fenestrations.
- ▶ Air leakage testing performed on buildings.
- ▶ Area weighted average required. If unavailable, the certificate shall list each value that applies to 10 percent or more of the total component area.

3

Changes to the 2021 Washington State Energy Code for Commercial Buildings:

Section C411.1 – Onsite renewable energy requirement for commercial buildings over 10,000 SF of gross conditioned floor area, consisting of not less than 0.5 W/SF or 1.7 Btu/SF. Allowable exceptions:

- ▶ Any Building shaded more than 50% from direct sunlight between 8 am – 4 pm for more than 2500 hours annually.
- ▶ Any building where more than 80% of the roof is covered by any combination of equipment other than for on-site renewable energy systems, planters, vegetated space, skylights, or occupied roof decks.
- ▶ Buildings that can document they do not have adequate roof area to install the required on-site solar and comply with Section 411.1.1 (Additional Energy credits) may install a lesser amount of onsite renewable but not zero.
- ▶ 18 additional energy credits are required if unable to comply.

Section C403.2.2 – Use of Fossil Fuel for Space Heating

- ▶ Fossil fuel space heating is allowed in Washington State.
- ▶ Fossil fuel commercial kitchen makeup air systems are allowed in climate zone 5 without complying with the alternative fossil fuel compliance path.
- ▶ Heat pumps with natural gas auxiliary heating can be used without complying with the alternative fossil fuel compliance path in climate zone 5.
- ▶ Fossil fuel-fired equipment is permitted in semi-heated spaces however, it does trigger fossil fuel compliance path requirements with additional credits required per Section C401.3, in addition electrification readiness provisions apply.
- ▶ Propane heaters on restaurant decks used during cold weather events in our climate zone are allowed provided they have an automatic controller.

4

2021 Washington State Energy Code for Commercial Buildings - Additional Credit Table for Buildings using Fossil Fuels. There is also a mixed fuel adjustment factor for buildings using an electrical HP system and fossil fuel in the same building.

**TABLE C401.3.3
ADDITIONAL CREDITS REQUIRED**

Measure Title	Applicable Section	Occupancy Group					
		Group R-1	Group R-2	Group B	Group E	Group M	All Other
New building - Additional efficiency credits required for space heating systems using the fossil fuel pathway	C401.3.3.1	7	24	101	38	111	56
New building - Additional efficiency credits required for service water heating systems using the fossil fuel pathway	C401.3.3.2	198	212	27	17	79	107
Building additions - Additional efficiency credits required for space heating systems using the fossil fuel pathway	C401.3.3.1	4	12	51	19	56	28
Building additions - Additional efficiency credits required for service water heating systems using the fossil fuel pathway	C401.3.3.2	99	106	14	9	40	54



5

Changes to the 2021 Washington State Energy Code for Residential Buildings: New Additional Insulation Requirements for Residential Homes:

2021 R-Values

**TABLE R402.1.3
INSULATION MINIMUM R-VALUES AND FENESTRATION REQUIREMENTS BY COMPONENTS^a**

Climate Zone 5 and Marine 4	
Fenestration ^{b, i} U-Factor	0.30
Skylight ^b U-Factor	0.50
Ceiling ^c R-Value	60
Wood Frame Wall ^{b, i} R-Value	20+5 or 13+10
Floor R-Value	30
Below-Grade Wall ^{c, h} R-Value	10/15/21 Int + 5TB
Slab ^{d, f} R-Value and Depth	10, 4 ft.

2018 R-Value

**TABLE R402.1.1
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT^a**

CLIMATE ZONE 5 AND MARINE 4	
Fenestration U-Factor ^b	0.30
Skylight ^b U-Factor	0.50
Ceiling R-Value	49
Wood Frame Wall ^{b, i} R-Value	21 Int
Floor R-Value	30
Below-Grade ^{c, h} Wall R-Value	10/15/21 Int + 5TB
Slab ^{d, f} R-Value and Depth	10, 2 ft.

6

Changes to the 2021 Washington State Energy Code for Residential Buildings: Additional Residential Energy Credit Requirements.

2021 Residential Energy Credits

R406.3 Additional Energy Efficiency Requirements

Each dwelling unit in a residential building shall comply with sufficient options from Table R406.2 and R406.3 so as to achieve the following minimum number of credits:

- | | |
|--|-------------|
| 1. Small Dwelling Unit: | 5.0 credits |
| Dwelling units less than 1500 square feet in conditioned floor area with less than 300 square feet of fenestration area. Additions to existing building that are greater than 500 square feet of heated floor area but less than 1500 square feet. | |
| 2. Medium Dwelling Unit: | 8.0 credits |
| All dwelling units that are not included in #1, #3, or #4. | |
| 3. Large Dwelling Unit: | 9.0 credits |
| Dwelling units exceeding 5000 square feet of conditioned floor area. | |
| 4. Dwelling units serving Group R-2 occupancies. See Section R401.1 and residential building in Section R202 for Group R-2 scope. | 6.5 credits |
| 5. Additions 150 square feet to 500 square feet: | 2.0 credits |

2018 Residential Energy Credits

R406.3 Additional Energy Efficiency Requirements

Each dwelling unit in a residential building shall comply with sufficient options from Table R406.2 so as to achieve the following minimum number of credits:

- | | |
|---|-------------|
| 1. Small Dwelling Unit: | 3.0 credits |
| Dwelling units less than 1500 square feet in conditioned floor area with less than 300 square feet of fenestration area. Additions to existing building greater than 500 square feet of heated floor area but less than 1500 square feet. | |
| 2. Medium Dwelling Unit: | 6.0 credits |
| All dwelling units that are not included in #1, #3 or #4. | |
| 3. Large Dwelling Unit: | 7.0 credits |
| Dwelling units exceeding 5000 square feet of conditioned floor area. | |
| 4. Dwelling units serving R-2 occupancies: | 4.5 credits |
| 5. Additions less than or equal to 500 square feet: | 1.5 credits |

7

Changes to the 2021 Washington State Energy Code for Residential Buildings:

Section R402.4.1.3.1—Maximum Air Leakage Rate:
The maximum air Leakage rate was reduced in the 2021 code to 4 air exchanges per hour for single-family residences and 0.25 cfm for multifamily, the same as the commercial requirements.

The 2018 code allowed five air exchanges per hour and 0.40 cfm for multifamily.

Section R403.5.5—Water heater location:
This section requires that water heaters be located within conditioned spaces except for highly efficient water heaters, where the standby losses are overcome by the efficiency of the unit's performance. An Exception is provided for heat pump water heaters.

The 2018 code required water heaters in unconditioned spaces or on concrete floors in conditioned spaces to be placed on an insulated surface of no less than R-10, and a minimum compressive strength of 40 psi or engineered to support the appliance.

8



Impacts:

- Although not currently being conducted, the 2019 Clean Buildings Law requires audits and potential retrofits of new and existing buildings that use more energy than the average building of that type. Deep energy retrofits will fall under the energy code, as will new buildings built under the new energy code that do not meet the energy use targets.
- 2019 Clean Energy Transformation Act. This requires electric utilities to supply Washington customers with carbon-neutral electricity by 2030, with limited offsets possible. By 2045, utilities must supply Washington customers with 100% renewable or non-emitting electricity, with no provisions for offsets.
- Zero fossil fuel greenhouse gas emission homes and buildings by 2031. This will affect the gas utility department. And potential impacts should be considered for each code cycle leading up to 2030 -2031.
- A significant impediment mentioned in the executive summary to the legislature is the acceptance of the ever-increasing reduction in building energy consumption. The energy code is getting more and more complex. It is recognized that "Training" is needed for Designers, Contractors, those responsible for compliance, and others affected by the code requirements. Adequate funding, or at least increased funding, will immediately reduce building energy consumption. RCW 19.27A. 150 (3)(C) calls for the Department of Commerce to address the need for enhanced code training and enforcement.
- The Northwest Energy Efficiency Alliance (NEEA) recently published an analysis that suggests that achieving the reduction in energy use required by law may necessitate the regulation of plug and process loads not currently regulated under the State Energy Code. See <https://neea.org/resources/Washington-state-commercial-energy-code-technical-roadmap>.
- Cost – The State Building Code Council is mindful that with each code cycle, the cost to achieve the additional energy reduction is higher than it was for the previous code.
- Knowing there are only two more code cycles in the next six years, significant changes will be coming to meet the 70% reduction in energy use.

9



Outreach Efforts:

- The building department continues to work closely with those in the community who own residential homes, contractors, small business owners, architects, and engineers, answering questions regarding the impacts and requirements of the new energy codes.
- There have been efforts made to have some training hosted here in Ellensburg for staff, contractors, architects, engineers, and the community. However, due to the implementation delays by the state, we changed plans twice. Now that the new energy code has been adopted we will be able to schedule the training.
- Recently, a brief presentation was given to the Environmental Commission, and we will be scheduling an informational meeting with Public Works.

10

QUESTIONS AND ANSWERS

11

Thank you

Chuck Doan
COE Building Official
509-925-8663
doanc@ci.Ellensburg.wa.us



12

Communication Tools and How We Use Them Part I

City Manager's Department
Nicole Klauss, Public Information Officer



1

1

Standards

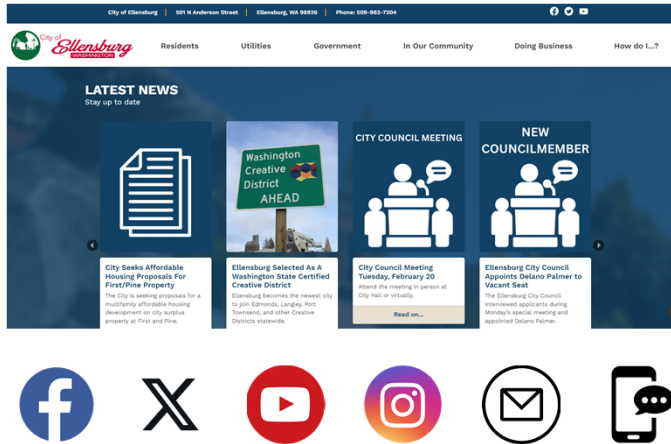
- Internal Brand Guide
- Internal Social Media Best Practices Guide
- Social Media Policy
- Strategic Approach
- Public Records
- Best Practices
- Available Resources
- Coordinated



2

2

Tools



3

Other

- **Annual report:** Mailed to residents & posted online
- **Utility bill inserts:** Mailed to utility customers (*changing)
- **Press releases in 2023:** 23
- **Media mentions in 2023:** 125+



4

Daily Record

- **Ads and Notices**

- Council agenda, public hearings, grants, events, etc.

- **New: Monthly email blasts**

- Over 15,000 emails sent out
- Similar info as Ellensburg Insider
- 10th of the month

- **Articles**

- Press releases
- Collaborate with reporters on stories



5

5

Growth

- Followers across City communication platforms increased in 2023

- 11% increase in Facebook followers (2,955 new across all pages)
- 23% increase in Instagram followers (Parks & Rec, Arts Commission, City of Ellensburg accounts)
- 42% increase in Ellensburg Insider e-newsletter subscribers
- Twitter/X was the only platform with a decrease in followers, down 0.62%

- More people are visiting our website more often

- Views up 180% over 2022
- Users up 169% over 2022
- 55.5% visiting on mobile devices



6

6

Facebook

TOTAL POST IMPRESSIONS:

754,004
UP 1%

The number of times posts on Facebook page appeared on someone's screen

PAGE ENGAGEMENT RATE:

4.95%
UP 0.21%

The number of people who liked, commented, shared, or performed any type of click on any content from page, as a percentage of the number of people who saw it



TOP POST: 1,119 Reactions 50 Comments 111 Shares



7

Twitter/X

TOTAL POST IMPRESSIONS:

73,000
DOWN 51.7%

The number of times tweets you published during the time frame were displayed on a person's screen

TOTAL ENGAGEMENTS:

2,012
DOWN 56.3%

The number of times people retweeted, replied, quoted, and liked tweets published during the time frame



TOP TWEET: 143 VIEWS 66.67% ENGAGEMENT RATE



8

Instagram



TOP POST: @ELLENSBURGARTS



- ACCOUNTS REACHED: 215
- ACCOUNTS ENGAGED: 33
- IMPRESSIONS: 288



9

9

Challenges

- Social media algorithms
- Competition for users' attention
- Archive requirements and software limitations
- Getting people to listen



10

10

Emergency Communications

- Exploring County tools
- Practice tabletop exercises
- Ability to use non-technology-based tools



11

11

BeHeardEburg.com Transition

- Content will migrate to City website
 - Improve search functionality
 - Not being used as originally intended
 - Reduce expenses



12

12

Resources



Sign Up For City Text/Email Alerts

www.ellensburgwa.gov/subscribe

Subscribe to Monthly E-Newsletter

www.ellensburgwa.gov/EllensburgInsider



13



City of Ellensburg

PROCLAMATION

**Arbor Day
April 2024**

Whereas, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, Arbor Day is now observed throughout the nation and the world; and

Whereas, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, trees — wherever they are planted — are a source of joy and spiritual renewal.

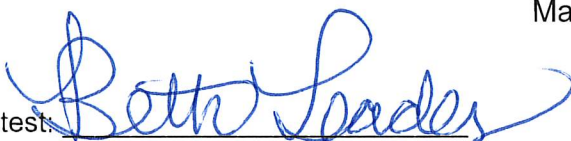
Now, therefore, we, the City Council of the City of Ellensburg, Washington, do hereby proclaim April 20, 2024, as **ARBOR DAY** in the City of Ellensburg, and we urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

Further, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Signed this 1st day of April, 2024.



Rich Elliott
Mayor

Attest: 

Beth Loader
City Clerk





City of Ellensburg

PROCLAMATION

National Safe Digging Month

April 2024

Whereas, April marks the start of the spring digging season for homeowners, landscapers, and construction companies; and

Whereas, failure to locate underground utilities before digging may result in unintentionally hitting underground lines or pipes, leading to penalties, repair costs, inconvenient outages, injury, or even death; and

Whereas, Washington's free 811 one-call service notifies the appropriate utility companies of an intent to dig; and

Whereas, the one-call center dispatches professional locators to the requested digging site to mark the approximate locations of underground lines, safely alerting the dig crew of the potential danger below; and

Whereas, all residents and professional excavators are required by law to call 811 at least two business days before they dig;

Now, therefore, be it further resolved that the City Council does hereby proclaim the month of April as **NATIONAL SAFE DIGGING MONTH** and expresses its appreciation for safe digging practices and the Washington 811 call before you dig one-call center that contribute to a safer community and limited excavation damages.

Signed this 1st day of April 2024.

A handwritten signature in black ink, appearing to read "Rich Elliott", is written above a horizontal line.

Rich Elliott
Mayor

Attest:

A handwritten signature in blue ink, appearing to read "Beth Loader", is written above a horizontal line.

City Clerk



City of Ellensburg

PROCLAMATION

Child Abuse Prevention Month April 2024

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resources and will shape the future of the community in which we live; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and development well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community-and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, the Kittitas County Board of Commissioners proclaim April 2024 as Child Abuse Prevention Month in Kittitas County and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses in Kittitas County to participate in the efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Dated this 1st day of April 2024

A blue ink signature of Rich Elliott, consisting of a stylized 'R' followed by a series of loops.

Rich Elliott
Mayor

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

Attest:
City Clerk





CITY OF ELLENSBURG

Minutes of City Council, Regular Meeting

Date of Meeting

March 18, 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: Rich Elliott, Nancy Goodloe, Nancy Lillquist, David Miller, Joshua Thompson

Councilmember Miller moved to approve an excused absence for Councilmember Sarah Beauchamp. **Motion Approved 6-0**

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Parks & Recreation Director Case, Public Works & Utilities Director Lyyski, Community Development Director Carlson, Aquatics Director Hctor, Engineering Technician McDonald, Deputy Clerk Davison, EPD Captain Weed and approximately 80 members of the public

Others present remotely via Zoom: Twelve members of the public

2. Proclamations

- 2.A National Development Disabilities Awareness Month
Rusty Allphin read the proclamation
- 2.B Natural Gas Utility Workers Day
- 2.C Transgender Day of Visibility
Lisa Foreman read the proclamation

3. Awards and Recognitions

4. Approval of Agenda

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

5. Consent Agenda

- 5.A Approve Minutes of March 4, 2024 Regular Meeting

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

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

6. Petitions, Protests, and Communications

- 6.A Recommendation of Appointment to the Planning Commission (Public Comment Opportunity)
Heidi Behrends Cerniwey, City Manager, presented information in the staff report.

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

Councilmember Lillquist moved to approve the appointment of Michael Buehn to the Planning Commission. **Motion Approved 6-0**

7. Citizen Comment on Non-agenda Issues

- RuthAnn Stacey and Marilee Coscarart commented regarding utility rates for churches
- Heinrich Himmler, Ellensburg resident, commented regarding the Ellensburg Police Department; he was removed from the Chambers when he refused to keep his comments limited to City business in violation of the Council Rules of Procedure
- Theresa Plue, county resident, spoke regarding adding a Council Agenda item for a sleep center ad hoc committee
- Marilyn Adams, Ellensburg resident, commented regarding the hillside of Craigs hill
- Landis Hansen, Ellensburg resident, commented regarding Transgender Day of Visibility
- Ben Hansen, Ellensburg resident, commented regarding the sleep center and homelessness
- Cheryl Chance, county resident, commented regarding the Kittitas County Hazardous Mitigation Plan and Craigs Hill

- Jessica Karraker, Ellensburg resident, commented regarding her appreciation of Ellensburg Police Department and City social media presence

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)
Ryan Lyyski, Public Works & Utilities Director, presented information in the staff report.

Councilmember Goodloe moved to conduct second reading and adoption of Ordinance 4939. **Motion Approved 6-0**

- 9.B Resolution 2024-05 to Support Kittitas County Proposition No. 1 - KITTCOM Emergency Communications and Facilities Sales and Use Tax (Public Comment Opportunity)
Heidi Behrends Cerniwey, City Manager, presented information in the staff report. She introduced Jerry Pettit, KVFR Commissioner and KITTCOM Board member, who presented information and background of the KITTCOM budgetary needs.

Councilmember Beauchamp joined the meeting remotely at 7:39 pm

Jessica Karraker, Ellensburg resident, commented in opposition regarding the proposed tax, and the lack of a sunset clause and obtaining grants for upgrades.

Councilmembers asked questions.

Councilmember Goodloe moved to adopt Resolution 2024-05. **Motion Approved 5-1-1 (Thompson voted no, Palmer abstained)**

10. Unfinished Business

- 10.A Reed Park Master Plan Adoption (Public Comment Opportunity)
Heidi Behrends Cerniwey, City Manager, introduced the item.
Brad Case, Parks & Recreation Director, reviewed a presentation which included background information.
Terry Weiner, City Attorney, reviewed information concerning the Reed Park Deed and interpretations by the County.

The Mayor announced a ten-minute recess at 8:35 pm. The meeting reconvened at 8:45 pm.

Ryan Lyyski, Public Works & Utilities Director, presented information concerning the water tower.

Dan Carlson, Community Development Director, presented information concerning how a plan becomes a project.

Heidi Behrends Cerniwey, City Manager, presented information concerning the fire lane.

Jim Weed, Ellensburg Police Department Captain, reviewed information concerning police enforcement and traffic activity.

Heidi Behrends Cerniwey, City Manager, presented information concerning hillside sloughing and geotechnical concerns.

Council asked questions of staff.

- Theresa Plue, county resident, spoke regarding geological site reconnaissance
- Penney Whitman, Ellensburg resident, spoke regarding a town hall meeting and communication with people parking at the park
- Jeff Whitman, Ellensburg resident, commented regarding the Reed Park plan and issues with the hillside
- Angela Lang, Ellensburg resident, spoke regarding public notice and the Reed Park survey
- Jennifer Patteson, county resident, spoke regarding Council decisions for the park and representation of the public
- Karen VanOrman, county resident, spoke regarding language in the Deed
- Charlie Smith, city resident and speaking remotely, spoke regarding the Craigs hill slope and the value of the view
- Robert Lowry, spoke against adopting the Reed Park Master Plan
- Rhonda Griffin, spoke regarding protecting Reed Park
- Rose Massey, Ellensburg resident, read a statement regarding the hillside
- Joshua Steward, Ellensburg resident, spoke regarding Craigs Hill
- Bob Kibler, Ellensburg resident, spoke in favor of Reed Park Plan A
- Chuck Lang, Ellensburg resident, spoke regarding parking for the Legion
- Linda Warren, Ellensburg resident, spoke about the park plan and what it's providing
- Courtney Garzone, Ellensburg resident, spoke in favor of the Reed Park plan
- Katie, Ellensburg resident, spoke in favor of the Reed Park plan
- Scott Heaverlo, Ellensburg resident, spoke regarding the park plan and the geotech report
- Lynne McGowin, Ellensburg resident, spoke regarding the hill stability and upgrades to Craig Avenue
- Reed Wake, Ellensburg resident, spoke regarding a sidewalk through Reed Park
- Cheryl Chance, county resident, spoke regarding the park plan budget

- Nikki Pollock, Ellensburg resident and Parks and Recreation Commission member, speaking for herself, spoke regarding the Reed Park Plan discussion and being in favor of Park Plan A
- Jeff Whitman, spoke regarding police incident reports
- Birgit Mitchell, Ellensburg resident, spoke regarding dissemination of information regarding the plan
- Tyrell, Ellensburg resident, spoke in favor of Reed Park Plan A
- Kelly McDonald, spoke in favor of Reed Park Plan A
- Angela Lang spoke regarding placement of the sidewalk on the hill
- Penney Whitman spoke regarding ADA accessibility
- Theresa Plue continued reading a portion of a report

Councilmember Lillquist moved to adopt the proposed Reed Park Master Plan and proposed phasing plan.

Council commented and asked questions of staff.

Per the Mayor's request, the Clerk administered a roll call vote.

Motion Approved 7-0

11. New Business

Councilmember Palmer moved to continue meeting past 11:00 pm. **Motion Approved 7-0**

11.A Process to Evaluate Alternative Sites for Sleep Center (Public Comment Opportunity)

Heidi Behrends Cerniwey, City Manager, presented information in the staff report. Council asked questions of staff.

Councilmember Goodloe moved to approve the proposed process to evaluate alternative sites for a Sleep Center in Ellensburg to include the Ruby Street site and include a representative from the business community on the Ad Hoc committee.

- Tom Morris, city property owner, spoke regarding including a business owner, how it will affect them and how many people allowed on the committee
- Jessica Karraker, spoke regarding making the Ad Hoc committee a citizen advisory committee
- Justin Bennett, city resident, spoke regarding what people want for the community and public notification
- Birgit Mitchell, Ellensburg resident, spoke regarding ADA accessibility
- Jordan Lowe, Ellensburg resident, spoke regarding how the public will be notified regarding the process

Council discussed and asked questions of staff.

Motion Approved 7-0

12. Miscellaneous

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

The City Manager reviewed the report. It was requested that action be taken on four letters of support, provided on the dais, for the Mayor's signature.

Councilmember Goodloe moved to approve the Mayor's signature on the letters of support. **Motion Approved 7-0**

An executive session per RCW 42.30.110(1)(i) was required. It was anticipated to last ten minutes and no action would be taken.

12.B Councilmembers' Reports (No Public Comment)

No reports given.

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

Council recessed to executive session at 11:17 pm. It was anticipated to last ten minutes and no action would be taken.

Council reconvened at 11:24 pm

14. Adjournment

Meeting adjourned at 11:25 pm

Mayor

ATTEST:

City Clerk



CITY OF ELLENSBURG

Minutes of Affordable Housing Commission, Regular Meeting

Date of Meeting

February 7, 2024

Time of Meeting

4:30 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

Chair Bedsaul called the meeting to order at 4:31 p.m.

Present: Sarah Bedsaul, John Perrie, Courtney Garzone, Dan Witkowski, Kim Funston, Peter Stone (arrived at 4:32 p.m.), Sarah Beauchamp (arrived at 4:38 p.m.)

Others Present: Jeremy Johnston-Planning Manager; Lily Frey-Housing & Grants Administrator; Kathy Boots-Planning Technician; Dan Carlson-Community Development Director; David Sturgell; Nancy Goodloe; Andi Hochleutner (Arrived at 4:42 p.m.)

2. Approval of Agenda

Commissioner Perrie motioned to approve the agenda as presented. Motion passed 5-0.

3. Approval of Minutes

Commissioner Garzone motioned to approve the minutes from January 3, 2024, as presented. Motion passed 5-0.

4. New Business

a. Subcommittee recommendation for Commissioner appointment, Council action

Peter Stone was introduced. He gave the Commission a brief background of his experience.

b. Presentation from the Diversity, Equity and Inclusion (DEI) Commission

Nancy Goodloe provided a handout regarding the DEI vision, values, and dimensions of diversity. When there is an opening in the Commission, they would like to assist in gathering applicants that increase the diversity of the Commission members. The Commission expressed interest in providing DEI with information regarding affordable housing to assist in disseminating it.

c. Review draft request for proposals (RFP)-1st and Pine property

The tentative application schedule was reviewed. The RFP will be posted to the City website six weeks prior to the application deadline. Staff will review applications and meet with

applicants to determine eligibility. Eligible applications will be posted to the City website and provided to the Commission two weeks prior to the meeting. The prevailing wage was discussed and is clearly spelled out as number four in the RFP. The background of the scoresheets was reviewed. The format of the scoresheet will be changed. A draft will be brought back to the Commission for review.

Bedsaul motioned to approve the RFP but with a change to number nine to blend the 6-9 weeks to allow flexibility for application review and applicant presentations. Motion passed 7-0.

5. Unfinished Business

a. Learning agenda survey results and draft commission work plan

Frey stated that the Housing Authority will be doing a presentation in April or May. Central Washington Home Builders Association will do a future presentation but wanted clarification on what topic the Commission would like the presentation to be on. Commissioner Perrie stated they would like to hear from a private developer that has completed an affordable housing project before, so they can hear what was successful; incentives used, barriers, and prevailing wage usage. The Office of Rural and Farmworker Housing has a funding course for non-profits. The presentation is an hour plus questions. The members decided it would be best to have a longer meeting on March 6, 2024, to hear the full presentation.

b. Proposal for Catherine park site preparation work

The background on the parcel was reviewed. Public Works would like to pipe the ditch. Once the ditch is piped, it will take at least a year before the wetland can be evaluated. Public Works is still in the process of contacting the new owners of the KXLE property to see if the ditch can be piped through the adjacent property. If they are not able to pipe the existing ditch on the adjacent property, the cost will increase, since a new ditch will need to be created and piped. The engineer has estimated the cost to pipe the ditch to be \$50,000 if the existing ditch is piped. The project will go out for bid.

Commissioner Garzone motioned to forward the approval of a recommendation to City Council of using up to \$60,000 towards the cost of piping the ditch and if the amount estimated exceeds \$60,000 then it needs to be brought back before the Commission for review. Motion passed 7-0.

6. Citizen Comment

None

7. Staff Update/Discussion Items

Frey stated the City will use the County AMI (Area Median Income) numbers because they are external numbers that are verified and consistent. The Housing Authority completes a survey every five years.

Rental assistance requirements are based off of the funding source that provides the monies.

At an upcoming meeting, staff will provide an update on the Hopesource and Habitat projects. Frey reviewed a chart that shows the different ongoing housing developments.

8. Commission Representative Update

None

9. Adjournment

The meeting was adjourned at 5:30 p.m.



CITY OF ELLENSBURG

Minutes of Arts Commission, Regular Meeting

Date of Meeting

February 8, 2024

Time of Meeting

4:00 PM

Place of Meeting

Council Conference Room, City Hall

1. Call to Order and Roll Call of Members

1.A Chair Eyre, Commissioner Dougherty, Commissioner Kooser, Commissioner Oostra, Commissioner Scheffer, Commissioner Snedeker, and Council Liaison David Miller. Welcome guests. Jack Carpenter, Morning Rotary and Reed Waite, Whippel Park

Absent: Commissioner Blackstock

2. Approval of Agenda

Motion to approve February 8, 2024, Arts Commission meeting agenda.

By: Commissioner Scheffer

Seconded: Commissioner Snedeker

In Favor: All

Opposed: None

Motion Passes 6-0

3. Approval of Minutes

Motion to approve January 11, 2024, Arts Commission meeting minutes.

By: Commissioner Scheffer

Seconded: Commissioner Eyre

In Favor: Eyre, Kooser, Oostra, Scheffer, Snedeker

Abstain: Jerry

Opposed: None

Motion Passes 5-1-0

4. Budget/Financial Report

4.A Review 2024 Arts Commission Spending Plan/Budget

5. New Business

5.A Grant Opportunities: T-Mobile Hometown Grant and NEA

Reviewed both opportunities and sub-committee will meet to create action items and work on the fulfillment of grant. Subcommittee will need to identify a specific project for the grant opportunity.

5.B Art Treasure Discussion and Planning

This will be a May/June item. Commissioners will bring in recommendations for nominations of the next Art Treasure by the next meeting. Commissioner Snedeker would like to see this open to the public for the public to nominate for

Art Treasure. Staff will check policy—and check with previous staff liaison for procedures. Commissioner Snedeker would like to see nominations from both the commission and the public. Staff liaison will work with PIO on an open public submission. Deadline for nominations, April 30th Announcement in May.

- 5.C Unity Park Update: Timeline and Art Action Plan: Staff reviewed with Commission.

6. Unfinished Business

- 6.A Call to Artist—Content Update Discussion—on hold until permanent art is more defined.

7. Subcommittee Business

7.A

1. Ellensburg Arts & Cultural Alliance: Alex/Jeff
Commissioner Eyre and Staff shared that the City of Ellensburg has been awarded Creative District designation from ArtsWA.
2. Funding: Jerry/Jill-no report given
3. Public Art: Alex/Jerry-no report given
4. Advocacy/Public Relations: Brian/Jeff-Commissioner Kooser shared a PR for the 2024 Project Grant Awards. Commissioners will review and get edits over to staff to promote.
5. Art Walk: Courtney/Jill/Erin-see updates below.

- 7.B Art Walk Venue Meeting: Monday, Feb. 12th at 4:30-6:00 pm
Commissioner Oostra reviewed outreach regarding venue meeting and ideas for the Art Walk 25th Anniversary Festival with commission and then will share at the venue meeting.

Commissioner Snedeker asked: “Do you see this as something that Arts Commission produces, or would we partner with a community organization to produce? This remains undecided and more discussion is needed.

- 7.C Art Walk Shuttle—Commissioner Oostra reviewed an idea of adding a local shuttle service to bring in people from other parts of the counties to experience the Ellensburg Art Walk. Commissioners discussed.

8. Citizen Comment

No citizen comment to report

9. Staff Report

Staff report supplied to Commissioners for review.

10. Council Representative Update

No Council report given

11. Adjournment

Time: 5:07

7. Staff Update/Discussion Items

7.A 2023 Grant Reimbursement Updates

7.B 2024 Grant Award Updates

8. Commission Representative Update

9. Adjournment

CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of Diversity, Equity & Inclusion

Commission Meeting

February 13, 2024

3:00 PM

Council Conference Room & Zoom

1. Call to Order and Roll Call

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

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

Also present: Nicole Klauss, Public Information Officer (Recording Secretary); Lucinda Carnell, CWU liaison; Rhonda Schmidt, ESD liaison; Ramona Bryant, League of Women Voters; and Jeremy Johnston, Community Development Planning Manager.

2. Approval of the Agenda

Commissioner Hoefer moved to approve the agenda. Commissioner Backlund seconded the motion. **Motion approved 7-0.**

3. Approval of Minutes from January 9, 2024, Meeting

Commissioner Cleary moved to approve the minutes from the January 9, 2024, DEI Commission Meeting. Commissioner Divine seconded the motion. **Motion approved 7-0.**

4. Previous Meeting Motions And To-Do List Review

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

B. 90-Day To-Do List Review:

- Plan Juneteenth event **Amber, Nancy, Teresa, and Kandee**
 - Klauss will schedule a Zoom meeting
- City will recognize Trans Day of Visibility: Highlight trans folks in our community and their contribution to Ellensburg **Tylene & Teresa**
 - Carnell is working on Proclamation and will send it to Goodloe, Cleary and Klauss for review.
- Develop an accessible onboarding program for new commission members (within first six months – *by end of March 2024*) **Mayra, Phil, and Nicole**
 - Klauss will schedule a meeting
- Develop the strategies and partnerships to support diverse residents to apply to City boards to better reflect our diverse community (**combined with above**)
- CWU/City collaboration to engage students with off-campus resources **Lucinda and Nancy**
 - No updates. Carnell and Goodloe will meet.
- Continue World Café conversations and expand topics of discussion **Lucinda, Nancy, Alex, and Kandee.**

- Planning group met a couple of weeks ago.
 - Title: World Café Campus & Community Dialogue
 - Sigrid Davison will facilitate.
 - April 13 in Sue Lombard Hall from 2-4 p.m.
 - Still working on developing questions. Group has a meeting Feb. 22 at 2 p.m. in Barge 304
 - Klauss to type up a “facilitator” description and send out.
- Develop partnerships for planning a multicultural event to celebrate the opening of Unity Park that focuses on music, food, dance, etc. **Nicole (to coordinate with staff), Phil, Tylene, and Alex**
 - Klauss to work with City staff to set meeting date
 - P&R Commission getting new chair, so waiting until that was decided
- Explore coalition partnership idea with the Dispute Resolution Center and others **Amber, Nancy, and Phil**
 - Goodloe sent a note to Carolyn. This is on hold until April.
- Meet with the Farmer’s Market and Night Market organizers to discuss a multicultural day at the Farmers Market and possibly sponsoring vendors **Teresa, Kandee, and Mayra**
 - We are inviting the market manager to attend the March commission meeting
 - Divine talked to Dawn Alford for BIPOC business days/training. Commission needs to talk about it more before talking money.
- Put listening tour data into a document for review, and discuss how to use the data **Phil, Alex, and Mayra**
 - Listening tour happened this month at CWDR, notes have been submitted.
 - Group has not yet met to discuss the data.

5. Liaison Reports

Lucinda Carnell reported:

- Diversity Awards are March 7 at CWU. Sent an email to sign up. Anyone in the community can attend the event, RSVP for headcount. Rosa Clemente coming. Carnell will get back to the group on an easier process for RSVPing without creating an account.

Rhonda Schmidt reported:

- ESD is finalizing the search for a permanent superintendent, and it will be announced 2/14.
- The Department of Justice is doing an investigation at ESD partially based on events that happened two school years ago starting with ASB election. They are looking at the district’s systems and processes around civil rights in general and around reporting incidents of harassment and bullying.

6. Subcommittee Reports

Listening Tour: Commissioner Mandujano is the new committee chair. Commissioner Colazo is working on a Spanish speaking listening tour, which both Mandujano and Colazo will facilitate. Mandujano walked around CWU’s campus and met groups willing to participate. Mandujano will connect with Lucinda Carnell to chat more. Hoefer said it

would be great to tap into staff groups on campus and talk to the Queer/Trans group on campus too. The plan is to have another meeting to outline the rest of the year's listening tours and discuss data. Mandujano is also going to reach out to community churches.

Commissioner Carnell suggested thinking about how long of a timeline there is between when the committee first interviews a group and visits them again. Colazo said both the disability and Hispanic communities were last visited three years ago.

Lucinda Carnell would like to join the Listening Tour Subcommittee.

7. Commission Member Reports

Chair Goodloe announced the City Council selected Delano Palmer to fill the vacancy.

Commissioner Colazo reported:

- CWDR will have a vaccine clinic on Feb. 23 at the Catholic Church from 1-3 p.m. Colazo will send a flyer to Klauss to share with commission. The clinic has incentives such as gift cards and solar chargers.

Commissioner Carnell reported:

- Two Safe Spaces trainings have been provided since the last meeting; 106 people in the community have now been through the training, from 20 businesses and organizations in both Upper County and Lower County
- In process of starting a new cancer support group in Ellensburg for people who live with or have lived with cancer. The next meeting is Feb. 19 at The Mule and then it will move to KVH, since KVH is now sponsoring the group. Meets the first and third Monday.
- Met with Jodi Hctor at the City Pool about signage for the locker rooms and adding privacy. Hctor is planning to send staff to Helen House for Safe Spaces training.
- The pizza klatch has had 30-35 kids attend each week.
- The KC Youth group is working on details for the end of the school year fair that will bring youth resources together. Last month they identified committees: fundraising, outreach, communications/publicity, and logistics.
- Attended a City meeting discussing policy for what flags can be flown where/when, who has to put them up, and what policies are in place.

Commissioner Divine reported:

- Ellensburg Bail Fund bailed out its youngest person this week at 22 years old. They received their first heartfelt thank you. Divine is looking for homelessness resources to give to people, is aware of HopeSource. Other suggestions included the cold weather shelter schedule, ASPEN for victim of domestic violence, Comprehensive Health, CWDR if disabled. KCHN has a resources guide on its website. Hoefer will try to find some state resources as well.

Commissioner Hoefer asked if we can set a date for the 2024 retreat. Klauss will send out a poll for August retreat dates.

8. New Business

A. Comprehensive Plan Presentation/Update

City Planning Manager Jeremy Johnston provided a report on the comprehensive plan update due in June 2026. The plan is to update these chapters in 2024: DEI, environmental, historic preservation, and a new climate change resiliency chapter.

In 2025, staff will update the housing and development chapters because they anticipate significant changes from the Legislature to those areas.

Johnston requested the commission go through the chapter and think about: Are there things missing? Is this what we want to see? Make sure it better reflects where we are and where want to be in 20 years. Feedback should be focused on the goals, policies, and procedures, which inform the narrative.

The timeline is to work on a draft from February-July, then have a public outreach component (not yet established what that looks like) to get community input, then bring back to the commission and refine. By next fall, there should be a new working draft of the chapter to move forward. Data will be updated to the extent that it is available.

Goodloe brought some proposed changes to the meeting. The Commission asked for additional time to review Goodloe's proposed changes and to make their own. Commission members should send proposed changes to Klauss to compile into a document for review at the April meeting.

B. Rapid Response Discussion/Recommendation

Goodloe said there are three pieces to discuss: 1. Virtual comments on non-agenda items 2. Rapid Response Team 3. Community engagement.

Goodloe summarized the previous meeting's discussion and said the Commission wants to recommend the City Council bring back virtual comments on non-agenda items. All commission members raised their hands to indicate they were in favor of this request. There was no formal motion.

Commissioner Carnell said the goal is to increase access in person and virtually and the commission should think about putting it in the comp plan policy.

The Commission discussed a rapid response team and who should be involved in reviewing a statement: PIO, City Manager, Mayor, Attorney, other relevant City staff, and a DEI Commission member. The rapid response team is a small group of people that can offer advice in the moment, proof an announcement, and discuss whether additional community outreach or action steps are needed and what those might be.

Commissioner Backlund asked if other communities have a rapid response team, and Goodloe said most cities have written statement the mayor reads right then when hate speech happens. Vancouver engages the community on a regular basis, but she is not aware of cities that have a rapid response team post-incident.

The DEI Commission would oversee a community engagement piece and Council would be invited to come to that.

There was the suggestion to create a list of places in the community and on campus that could be used if a gathering space is needed. There was discussion about whether those gatherings would be safe or if it is setting people up to be attacked again. Zoom could be an option too though it would have to be advertised and potentially could have additional Zoom bombers. That would provide an opportunity to model shutting bad behavior down.

Commissioner Carnell said the Commission won't be able to successfully protect everybody from this never happening. The Commission might put a plan together that might not get utilized for three years. Once it is put into action, there's opportunity to review how it worked and what needs updated. It is an ongoing learning lesson.

Commissioner Hoefer asked if the Rapid Response Team should decide situationally if community engagement is needed and how we keep a space safe.

The Commission also discussed placing language in the statement to encourage people to go to their safe spaces to be with their people of like minds and share their concerns instead of inviting people to something that is not theirs. Also include ways to connect in the statement, such as advertising a multicultural day or other upcoming events like a World Café.

Another suggestion was to have an electronic form that asks: If they would like to be invited to coffee to discuss the incident, if they would be open to talking about how it made them feel, or if they'd like to meet with someone to share how it impacted them. Check these if interested: Are you interested in a large group gathering to discuss and process the incident? Are you interested in knowing about upcoming events? It could help determine if there will be 3 people or 500 attending.

Goodloe liked the idea of a public space because it gives allies in the community an opportunity to verbalize support.

Carnell suggested drafting an initial response up and see what questions come out of that draft, thinking about an actual statement and action items. Include the Mayor's immediate response when it happens. Bring this to the March meeting for another discussion.

Goodloe, Divine, and Hoefer will work on a one pager, "If this, then this..." to bring to the March meeting. Klauss will need it by March 7 at the latest to get it in the agenda packet.

C. Unity Park Artwork

Klauss reported the Arts Commission is doing temporary artwork at Unity Park. All grade school students in Kittitas County are invited to submit artwork inspired by the question, "What does unity look like?" by March 1. Art must be submitted on the template provided. Each piece of art will be scanned and shared on the city's website. A random drawing will select up to 15 pieces of work from each school to be printed on banners. These banners will be displayed on the temporary fencing around the park's construction zone. The banners will then be given to the schools to display once construction is over.

Klauss asked the commission to discuss funding a banner (\$144+tax) and whether they want to fund permanent art. Colazo has served on the committee, and said the committee is trying to include the DEI Commission.

Commissioner Cleary was in favor of funding the banner but expressed concern about having the DEI Commission be responsible monetarily for all diversity stuff. Cleary said the arts commission should be looking with an eye on equity when they're choosing permanent art. The Commission was in general agreement.

Commissioner Divine made a motion to fund one of the temporary art banners of "What does unity mean to you?" for \$144 plus tax. Commissioner Cleary seconded the motion. **Motion approved 7-0.** The funding will be taken out of the DEI Commission's \$500 administrative budget.

D. Grant Discussion

Klauss reported the DEI Commission developed and launched its first grant program in 2023. The application period opened June 15, 2023, and closed July 31, 2023. The Commission awarded \$4,000 to four applicants for projects relating to diversity, equity, inclusion, and belonging in Ellensburg. The Commission increased the amount of grant funding available for 2024 to \$6,000. A report of the grant impacts was included in the agenda packet. Klauss asked whether the commission wanted to move up the grant timeline.

Commissioner Carnell said more time for review of submitted grant applications and decision would be nice.

The Commission agreed to move the DEI Grants timeline up to open for applications on March 1, 2024, and close on April 15, 2024. The Grants Subcommittee would review and have a recommendation available by May 9, 2024, to include in the May 14, 2024 DEI Commission agenda packet. Then the grants would go to City Council for approval at the May 20 or June 3 meeting. Once approved, contracts would be drawn up and

signed by the grantee and the City. That would give grantees six months for a project instead of three months.

There was a question about limiting who can apply, but it was determined that recipients from previous years can apply as is the case with other City grants.

There was discussion about capping the grants, but it was decided to add a question on the application about whether the applicant would be interested in receiving partial funding.

Goodloe said she liked the grant reports we received and like the format Sia Aronica used and suggested a standardized format for reports.

9. Staff Report

None.

10. Preview Next Meeting March 12, 2024

- Farmers Market Director
- Continuation of Rapid Response discussion
- Going to ask Central Transit Director to come talk about how routes are developed, how decisions about bus stops are made, all within the context of enabling people with disabilities to have an easier time using public transit.

April Meeting

- Jeremy Johnston: Comprehensive Plan Goals, Policies & Programs Discussion. Then invite back in May/June for edits.

Meeting adjourned at 4:40 p.m.

Nicole Klauss

Drafted: 2/15/2024

Approved: 3/12/2024



CITY OF ELLENSBURG

Minutes of LEOFF 1 Disability Board, Regular Meeting

Date of Meeting

January 31, 2024

Time of Meeting

8:00 AM

Place of Meeting

**Ellensburg City Hall - Council Conference Room
501 N Anderson St.
Ellensburg, WA 98926**

1. Call to Order and Introduction

The meeting was called to order at 8:02 am

Board members present: Larry Loveless, Wyman Renfrow, Nancy Lillquist and Joshua Thompson

Others present: Darryl Berge, nominee for member at large, and Beth Leader, Board Secretary

Members introduced themselves.

2. Election of Member at Large and Chairperson

Wyman Renfrow moved for Larry Loveless to serve as Board Chair. Motion approved with all in favor.

Wyman Renfrow moved for Darryl Berge to serve as member at large on the Board. Motion approved with all in favor.

3. Citizen Comment

None

4. Review of Medical Claims

4.A Claims from five retirees

One additional claim was received since publication of the Agenda.

Commissioner Renfrow presented a claim from a deceased fire department retiree, which was over the 180 day requirement. Members discussed waiving the 180 day limitation for the claim.

Nancy Lillquist moved to waive the 180 day limitation for one claim received for a deceased fire department retiree. Motion approved with all in favor.

Members reviewed the remaining claims submitted from six retirees, totaling \$2,653.21. It was requested of the Secretary to send out a reminder that reimbursements should be submitted within 180 days, unless unable to do so.

Nancy Lillquist moved to approve all claims as submitted. Motion approved with all in favor.

5. Review of Draft Bylaws

5.A Draft bylaws for review

Members discussed the draft bylaws and highlighted sections. It was determined that the board secretary would obtain more information regarding:

- Board Physician - potentially the County Health Department Physician
- Research amounts for services and equipment
- Research standard rates and number of allowed visits at other jurisdictions for psychological counseling

The board will review and discuss changes at the February meeting.

6. Miscellaneous

7. Adjournment

With no further business, the meeting was adjourned at 8:57 am

Approved: February 28, 2024



CITY OF ELLENSBURG

Minutes of LEOFF 1 Disability Board, Regular Meeting

Date of Meeting

February 28, 2024

Time of Meeting

8:00 AM

Place of Meeting

**Kittitas County Commissioners Conference Room
205 W 5th Avenue
Ellensburg, WA 98926**

The meeting was called to order at 8:01 am

Board members present: Darryl Berge, Nancy Lillquist, Larry Loveless, Wyman Renfrow and Joshua Thompson

Others present: Beth Leader, Board Secretary

1. Approval of Minutes

Nancy Lillquist moved to approve the minutes as presented. Motion approved 5-0

2. Unfinished Business

Members discussed the changes presented in the by-laws and discussed the addition of Long Term Care to the by-laws. Beth will be attending LEOFF board training in May and can report back with examples for adding Long Term Care language to the by-laws.

Nancy Lillquist moved to approve the proposed City LEOFF 1 Board by-laws as amended to add "the city provides Long Term Care insurance to retirees". Motion approved 5-0

Board member Lillquist also spoke regarding including language on HIPAA and claims not being public information. Beth will also check for that at the training.

3. New Business

None

4. Miscellaneous

Beth discussed the City requirement for board members to take Open Public Meetings Act training. She will set up a time for the new members to take that training.

She also inquired about the use of personal email and if they would like to have a city email set up for correspondence. It was agreed to wait and see if it would be required in the future.

5. Adjournment

Meeting adjourned at 8:40 am.

Approved: March 27, 2024



CITY OF ELLENSBURG

Minutes of Planning Commission, Regular Meeting

Date of Meeting

January 11, 2024

Time of Meeting

5:45 PM

Place of Meeting

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

1. Call to Order and Roll Call of Members

Commissioner Padjen called the meeting to order at 5:45 p.m.

Present: Ed Harrel, Delano Palmer, Fred Padjen, George Bottcher (arrived 5:58 p.m.), Sathy Rajendran, Sigrid Davison (arrived 6:05 p.m.), Geraldine O'Mahony

Absent:

Also Present: Jeremy Johnston-Planning Manager; Dan Carlson-Community Development Director; Kathy Boots-Planning Technician; David Miller-City Council Liaison

2. Approval of Agenda

Commissioner Rajendran motioned to approve the agenda. Motion passed 5-0.

3. Approval of Minutes

3.A Approval of December 14, 2023 Minutes

Commissioner Harrel motioned to approve December 14, 2023, regular meeting minutes. Motion passed 5-0.

4. New Business

4.A Assignment of Chair and Vice Chair Positions for 2024

Padjen nominated Harrel for Chair. Harrel accepted the nomination.

Harrel nominated Palmer for Vice Chair. Palmer accepted the nomination.

Commissioner Harrel is Chair and Commissioner Palmer is Vice Chair.

Harrel took over as chair for the remainder of the meeting.

4.B Public Hearing to consider a Supportive Housing Ordinance

Carlson read the staff report. ESSHB 1220 was explained. The Commission reviewed the ordinance in November. The Commission had recommended approval to the City Council. The Department of Commerce had changes that were required. The ordinance was revised and presented to the Department of

Commerce, who approved the changes. The changes to the ordinance were reviewed. The permanent supportive housing definition was changed. Permanent Supportive Housing and Transitional Housing were moved to the residential use table. The operation plan was removed, but an example will be available. Spacing requirements were removed. Occupancy standards will be based on zoning maximums, International Building Code and International Fire Code. When a Conditional Use Permit is going to be required, was reviewed. No public comments were received after noticing. The changes are consistent with the Comprehensive Plan goal H-2 & Policy E. Staff recommends approval of Supportive Housing Facilities Code Amendments to be forwarded to the City Council. Public comment opened. No public comment. Public comment closed. Commissioner O'Mahoney inquired about why there is a time limit put on the housing. The housing is transitional. The definitions are from the Growth Management Act and RCW's. Citizen versus resident terms in the ordinance were explored. Commissioner Davison joined meeting at 6:05 p.m. after having connection issues. Public comment reopened. No questions from Commissioner Davison. Public comment closed.

Commissioner O'Mahoney motioned to recommend approval of the Supportive Housing Ordinance and move it forward to the City Council. The commission discussed the motion. Motion passed 7-0.

5. Unfinished Business

None

6. Citizen Comment

None

7. Staff Update/Discussion Items

None

8. Commission Representative Update

David Miller will be the new City Council Liaison for 2024. He introduced himself to the Commission.

9. Adjournment

The meeting was adjourned at 6:12 p.m.

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: National Day of Prayer, Local Observance

Contact Person: Frank Johnson Phone Number: 509-925-2424

Banner Hang Dates (Tuesday-Monday): April 23-May 6, 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 though 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)

The Kittitas Valley Ministerial Association Invites You to
NATIONAL DAY OF PRAYER
1ST Thursday in May, noon
Located at City Hall, downtown Ellensburg

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: _____



Meeting Date: April 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Project Acceptance - Bid Call No. 2022-06, 2022 City Property Groundskeeping
Submitted by: Josh Mattson, Assistant City Engineer
Department: Public Works & Utilities

Suggested Motion/Action:

Move to Accept Bid Call No. 2022-06 as complete.

Background/Summary:

Bids were opened March 17, 2022 for the 2022 City Property Groundskeeping Project. Elevation Contracting Inc. was the low bidder in the amount of \$115,695.32. The contract allowed for two consecutive one-year extensions. On March 6, 2023, Council approved an amendment to extend the contract to December 31, 2023, utilizing the original bid item pricing for the project plus a five (5) percent price increase adjustment.

This project had six separate bid schedules "A" through "F."

Schedule "A" consisted of groundskeeping at City Hall, Ellensburg Police Station and Ellensburg Public Library/Hal Holmes.

Schedule "B" consisted of groundskeeping for ten stormwater swales at various locations.

Schedule "C" consisted of groundskeeping at two water utility sites.

Schedule "D" consisted of groundskeeping at seven electrical utility sites.

Schedule "E" consisted of groundskeeping at five gas utility sites.

Schedule "F" consisted of groundskeeping at two information technology department sites.

Previous Council Action:

April 4, 2022 - Council approved award of Bid Call 2022-06 to Elevation Contraction, Inc. in the amount of \$115,695.32.

March 6, 2023 - Council approved the First Contract Amendment for Bid Call 2022-06 to extend the work through 2023 and increase the contract price 5%.

Analysis:

The original 2022 contract amount bid for the project was \$115,695.32. The final 2022 billing amount for the project was \$91,807.27. The contract was extended per the project

specifications for 2023 with an approved price increase of 5% to \$121,480.09 for work in 2023. The final 2023 billing amount for the project was \$87,434.63.

Financial Impact:

Each Division (fund) had approved funding for its respective schedule. Expenditures for the contract were within the budget for each fund.

Budget Adjustment: No

Attachments:

None



Meeting Date: April 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Bid Award - Bid Call 2024-07 for Residential Natural Gas Meters
Submitted by: Darin Yusi, Gas Engineer
Department: Public Works & Utilities

Suggested Motion/Action:

Award Bid Call 2024-07 for Residential Natural Gas Meters to Tri-Pacific Supply Inc

Background/Summary:

The City Gas Division has a meter change-out maintenance program to change out old gas meters. A typical meter bid would be for both newly installed meter inventory and meter change-outs. This bid is specific to meter change-outs as we have several thousand meters to change-out in the coming years. With procurement challenges, it is important to get ahead of these purchases to ensure we have enough meters to successfully complete our change-outs. The current bid will provide the Gas Division with enough change-out inventory to cover the next few years after being received (1-1/2 to 2 years). Bids were received on Tuesday, March 12, 2024 for the above-mentioned material. Staff requests City Council award Bid Call 2024-07 to Tri-Pacific Supply Inc, the lowest responsive and responsible bidder.

Previous Council Action:

None

Analysis:

Staff went through the formal bid process for the residential natural gas meters. One bid was received: Tri-Pacific Supply Inc submitted a bid for \$222,762.00 (sales tax included). Staff has reviewed the bid submitted and recommends Council award Bid Call 2024-07 to Tri-Pacific Supply Inc.

Financial Impact:

Material purchases are regularly included in the biennial budget, with this meter purchase specifically included in the 2024 budget and the Gas Divisions 6-Year Capital Improvement Plan.

Budget Adjustment: No

Attachments:

None



Meeting Date: April 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Bid Award - Bid Call 2024-08 for Natural Gas Meter ERTs
Submitted by: Darin Yusi, Gas Engineer
Department: Public Works & Utilities

Suggested Motion/Action:

Award Bid Call 2024-08 for Natural Gas Meter ERTs to Meter, Valve & Control.

Background/Summary:

The City Gas Division purchases encoder receiver transmitters (ERTs) for new service meters and meter change-out inventory every year or two depending on the need for development projects within the utility territory and the number of meters due for replacement. The ERT is the meter device that is attached to the meter to collect the throughput of natural gas for billing. The bid received is specific to meter change-outs as we have several thousand meters to change-out in upcoming years. With procurement challenges, it is important to get ahead of these purchases to ensure we have enough ERTs to successfully complete our change-outs. The current bid will provide the Gas Division with enough change-out inventory to cover the next few years after being received (1-1/2 to 2 years). Bids were received on March 12, 2024 for the above-mentioned material.

Previous Council Action:

None

Analysis:

Staff went through the formal bid process for the residential natural gas meters. One bid was received from Meter, Valve & Control submitted a bid for \$138,844.14 (sales tax included). Staff has reviewed the bid submitted and recommends Council award Bid Call 2024-08 to the lowest responsive and responsible bidder, Meter, Valve & Control.

Financial Impact:

Material purchases are regularly included in the biennial budget, with this meter purchase specifically included in the 2024 budget and the Gas Divisions 6-Year Capital Improvement Plan.

Budget Adjustment: No

Attachments:

None



Meeting Date: April 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Professional Services Agreement with Evergreen StormH2O for Stormwater Asset Data Collection

Submitted by: Jon Morrow, Stormwater Manager

Department: Public Works & Utilities

Suggested Motion/Action:

Authorize the City Manager to sign the agreement between the City of Ellensburg and Evergreen Storm H2O and approve the necessary budget adjustments.

Background/Summary:

The Stormwater Division was the first utility to map its utility using GIS in 2010. Since then, many revisions to the storm system with regard to growth/development have occurred. Not all changes imported from new development were in North American Datum 83 (NAD 83), which was used to originally map the system in 2010. Re-mapping the entire system with the same datum is recommended every 10 to 15 years. This newly mapped system will be used to help with the Flood Control Assistance Account Program (FCAAP) storm modeling project. That project (by separate agreement) will model the storm system to study flood conditions within the city limits. This agreement only includes the re-mapping of the system.

Previous Council Action:

In 2009-2010, the Council authorized the utility to map the storm system with an Ecology Pass Through Grant. Erlandsen, in Wenatchee, did the work.

Analysis:

Re-mapping the storm system achieves multiple goals. The Department of Ecology requires the system be re-mapped in the new permit (August 1, 2024-July 31, 2029) to capture and delineate each subbasin within the City's storm system. The system has 96 outfalls to local streams, and this project will map all basins to comply with the upcoming permit. Second, as mentioned above, this mapping project aids and supports the FCAAP storm modeling project. We have purposely kept the two projects separate because the FCAAP grant did not pay for re-mapping. Evergreen Storm H2O is also the sub consultant for Perteet in the FCAAP project.

Financial Impact:

The total cost of the project is \$137,834.00 and will need supplemental expenditure approval. The 2023-2025 Stormwater Capacity grant will be paying \$89,000.00, leaving a remainder of \$48,969.20 to be paid out of the ending fund balance in the Stormwater fund.

Budget Adjustment: Yes

Attachments:

1. City of Ellensburg SW Asset Data Collection Contract

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
Evergreen StormH2O**

RELATING TO: Stormwater Asset Data Collection

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this **1st day of April 2024** ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and EVERGREEN STORMH2O, a LLC authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the **Stormwater Asset Data Collection** project.

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

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

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

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

2. SCOPE OF WORK.

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

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

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

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

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through **December, 31, 2024**. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

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

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

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

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

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

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

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

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

allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is **\$0**. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 13 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of **\$137,834**. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

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

6. RELATIONSHIP OF PARTIES.

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

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

CONSULTANT's status as an independent contractor.

7. WORK PRODUCT AND DOCUMENTS.

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

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

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

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

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

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

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices

and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

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

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

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

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

11. SUPERVISION, INSPECTION AND PERFORMANCE.

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

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

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards,

performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

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

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

14. TERMINATION.

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

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this

provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

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

15. INDEMNIFICATION/HOLD HARMLESS.

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

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

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

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

16. INSURANCE.

16.1. The CONSULTANT shall procure and maintain for the duration of the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Ellensburg
Department of _____
Attention: _____
501 N. Anderson
Ellensburg, WA 98926

Evergreen StormH2O
Aimee Navickis-Brasch, PhD, PE
PO Box 18912
Spokane, WA 99228

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

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

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

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

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

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

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

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

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

Exhibit D – Budget for Each Task

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

CONSULTANT:

By: Aimee S. Navickis-Brasch

Printed Name:
Aimee Navickis-Brasch, PhD, PE

Title: President & Principal Engineer

Tax ID#: 47-4668612

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

EXHIBIT A – SCOPE OF WORK

Project: Stormwater Asset Data Collection

Client: City of Ellensburg

Consultant: Evergreen StormH2O

Contract No.: 24004

BACKGROUND AND PURPOSE

The City of Ellensburg received an Ecology Shorelands FCAAP Planning Grant to conduct the Urban Flood Modeling and Analysis project. The grant funded project will provide an in-depth analysis within the Ellensburg Urban Growth Area (UGA) and city limits to support an updated stormwater model for the current floodplain map update process led by Kittitas County, focused on urban flooding caused by Whiskey and Mercer Creeks. The modeling will also support future flood map updates proposed for Wilson Creek, increase understanding of flooding in the city, and identify mitigation actions.

The goal of this project (Stormwater Asset Data Collection) is to collect data needed to develop the stormwater model that will be completed as part of the grant funded project. This is expected to include:

- Collect GIS data on City owned catch basins, manholes, and pipes (Task 2).
- Delineate basin areas to outfalls (Task 3).

Scope of Work

Task 1 Project Management and Administration

This task covers the management, administration, and coordination of the work by the Consultant Team as defined in this Contract including project management, preparation of monthly invoices, project schedule maintenance, and overall coordination with the Client.

Consultant Services

- **General project coordination**
 - Set up and close out the consultant contract.
 - Coordinate and manage the project team in the successful completion of the scope of work tasks.
 - Prepare and manage the project schedule.
 - Develop and manage a project SharePoint site for sharing project documents with the Client.
 - Prepare amendments to this contract if needed.



EXHIBIT A – SCOPE OF WORK

- **Invoicing**

- Prepare and electronically submit monthly invoices with attached monthly status reports describing the following:
 - Services completed during the month
 - Services planned for next month
 - Need for additional information
 - Scope/Schedule/Budget issues, if applicable
 - Schedule update and financial status summary

- **Monthly Check-In Meetings:**

- Prepare for and attend six (6) one-hour monthly check-in meetings.
- The purpose of these meetings is to review the project status with the Client (work completed since previous meeting), review work planned, provide schedule updates, and collect the Client's feedback.
- Materials to be developed for these meetings include an agenda, meeting notes, and an action item list.

Client Responsibilities

- Provide input on the scope, priority of tasks, schedule, and budget.
- Process payment of invoices within 30 calendar days of invoice.
- Attend all meetings.
- Review and process contract change requests and amendments, if needed.

Assumptions

- The project duration will be nine (9) months starting after the contract is executed.
- The draft project schedule is shown in Table 1. The final schedule will be developed after the contract is executed.
- All meeting notes will be in a bulleted format and limited to a summary of the meeting discussion, decisions made, and action items.
- Monthly status reports submitted with the Consultant invoice will also be used as the check-in meeting agenda.
- Invoices will be in the Consultant Team standard invoice format, submitted electronically. The budget assumes six (6) invoices and status reports over the project duration.
- Project check-in meeting agendas and meeting notes will be emailed to the Client on a mutually agreed upon timeline.
- The budget does not include travel time for check-in meetings. Meetings will either be held via webinar and/or scheduled on the same day as Consultant field visits for Task 2 work.

Deliverables

- Monthly Progress Reports



EXHIBIT A – SCOPE OF WORK

- Project Schedule and Updates
- Project Check-in Meeting Agendas, Minutes, and Action Items

Task 2 Data Collection

The focus of this task is to collect GIS data on stormwater assets. This information will be used to support the stormwater modeling work that will be completed as part of the grant funded project.

Consultant Services

- Collect GIS data on City stormwater assets. This is expected to include:
 - Measure grate rim elevations for 3311 catch basins and manholes.
 - For storm drains connected to the catch basins and manholes, measure invert elevations and diameters and document the storm drain material.
 - Elevations will be measured using a Bad Elf.
 - Diameters will be measured using measuring tape. Both the storm drain diameter and material will be uploaded into a tablet such as an iPad that connects to the Bad Elf in the field at the time of measurement.
 - Data will be uploaded to the City's GIS system live during data collection.
 - At the end of the week, the consultant will download data from the Bad Elf which will serve as a back up file.

Client Responsibilities

- The City will provide the equipment needed to collect and upload GIS data. This includes providing the Consultant with instruction on how to operate the equipment.
- The City will provide the Consultant with the location of catch basins and manholes in a GIS format.
- The City will provide the Consultant staff with GIS permissions through the City IT department to connect to the City GIS system during data collection.
- If any catch basins or manholes are locked, the City will provide the Consultant with the key to open them.

Assumptions

- The Consultant will provide the following equipment: traffic cones, vehicle roof top flasher, survey rod, measuring tape, and hook for moving and lifting catch basin and manhole covers.
- The budget was developed assuming the Consultant would collect data on 3311 stormwater catch basin and/or manholes. If additional catch basins and/or manholes are added to the project and the work needed to collect the additional data exceeds the Table 2 Task 2 fee estimate, the extra work will be negotiated between the Client and Consultant and defined in an amendment.
- The budget assumes that all catch basins and/or manholes are easily accessible and do not require prior approval or agreements for access.



EXHIBIT A – SCOPE OF WORK

- The budget assumes that a simplified traffic control set-up can be used to collect the data described in this task. This is expected to include using traffic cones, a spotter, clearly marking the Consultant vehicle, and using a rooftop flasher on the Consultant vehicle.
- The budget assumes that neither a traffic control plan nor a flagger is needed to complete the project work.
- Travel time, per diem, and mileage are included in the budget for field work using the 2024 Washington State Office of Financial Management rates.

Deliverables

- Data uploaded to the City GIS system at the time of data collection
- Weekly back up files of data collecting using the Bad Elf

Task 3 Basin Delineation

The focus of this task is to delineate basin areas to outfalls. This information will be used to support the stormwater modeling work that will be completed as part of the grant funded project as well as assist the City with meeting anticipated 2024-2029 MS4 Permit requirements for mapping basins to each outfall.

Consultant Services

- Delineate basin areas. This is expected to include:
 - Develop basin delineations of existing areas to the City's MS4 outfalls.
 - The basins will be delineated using available City GIS data.
 - Develop five (5) 11x17 maps of all the delineated basin areas.
- **QA/QC Review**
 - Complete QA/QC review of basin delineations before they are sent to the Client for review.

Client Responsibilities

- Provide the Consultant with available City GIS data needed to support the task work.
- Review and provide feedback for draft deliverables.
- City staff will provide field observations made as needed to inform the basin delineations.

Assumptions

- It is not anticipated that all basins' delineations to each City MS4 outfall can be completed with the available budget. The Consultant will work with the City to prioritize basins to delineate. The Consultant will perform the services described for this Task up to the amounts included in the Table 2 Task 3 Fee Estimate. If additional basin delineation is needed to complete the grant funded modeling work, that extra



EXHIBIT A – SCOPE OF WORK

work will be mutually determined by the Client and Consultant and defined in an amendment.

- If field confirmation of basin areas is needed, the work will be performed during Task 2 work. As such additional fees for field visits are not included in the budget. If additional field work is needed to confirm basin delineations, the extra work will be mutually determined by the Client and Consultant and defined in an amendment.
- The Consultant Team will use the comment option in Excel or a PDF compatible program to respond to all Client comments on draft deliverables. Revisions to draft deliverables will be submitted via email back to the Client for official record of how the comments were addressed.
- The budget assumes one round of comments from the Client on draft deliverables which the Consultant Team will incorporate into the final documents.

Deliverables

- Draft and Final Basin Delineations Maps (PDF)



EXHIBIT B – SCHEDULE OF THE WORK

Table 1. Project Schedule

Task	Timeline
Task 1 Project Management	Entire Project
Task 2 Data Collection	April to August
Task 3 Basin Delineation	June to September



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

ALL-INCLUSIVE RATES

Classification	All-Inclusive Rate
Principal	\$255
Senior Engineer	\$180
Project Manager	\$180
Project Engineer II	\$159
Project Engineer I	\$138
EIT II	\$123
EIT I	\$111
Stormwater Engineering Technician	\$90
Intern	\$90
Technical Editor	\$135
Controller	\$135

Reimbursable ¹	
Per Diem Rates	Washington State Department of Financial Management 2024 Rates
Parking	At Cost
Reproductions	At Cost
Shipping/Mailing	At Cost

1. Reimbursables will be billed at cost plus a 5% markup.

ASSUMPTIONS

- Rate sheet and annual increases will be appropriate and within a CPI COLA.
- New staff additions and promotions will be within the rate sheet proposed and may require approval from the Client.
- Rate increases will not result in an adjustment to the budget in this contract.



EXHIBIT D – BUDGET FOR EACH TASK

Fee Summary

The fees are based on the scope of services defined in this document and associated assumptions. The professional services are based on a time and materials basis not to exceed \$137,834. Any modifications to the scope or requests for additional services will be agreed upon before proceeding. A fee breakdown is provided in Table 2.

Table 2. Fee Summary

Task	Fees
Task 1 Project Management	\$15,664
Task 2 Data Collection	\$102,382
Task 3 Basin Delineation	\$19,788
Total	\$137,834





Meeting Date: April 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2024-07 Approving Cason Salvati's Street Tree Removal Request at 604 S. Maple Street.
Submitted by: Erin McGowan, Stormwater/Horticulturist
Department: Public Works & Utilities

Suggested Motion/Action:

Adopt Resolution 2024-07, authorizing Cason Salvati to remove the designated street tree at 604 S. Maple Street.

Background/Summary:

The property owner at 604 S. Maple Street is requesting approval to remove one Scotch Pine. The tree overhangs the driveway and has one large lower branch that hits their travel trailer when it is being parked. The tree is also interfering with overhead utility lines, beginning to break up the driveway, and dripping sap onto their vehicles.

Tree Condition: The tree is in good condition, but it has previously been topped. Sap and resin are leaking from the topping wound and old pruning wounds.

City Infrastructure damage: None

Tree Maintenance Activity by the City: The tree is under overhead power lines; City Light has used their tree trimming contractor to remove some interior branches.

Species suitability to the location: Scotch Pines are not approved for planting in the right-of-way. The tree is too close to the driveway, overhead utility lines, and it has outgrown its planting location.

Private damage claims processed by the City: None known

Previous Council Action:

None

Analysis:

Removal of the tree is appropriate. The tree has outgrown its planting location.

Financial Impact:

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

Budget Adjustment: No

Attachments:

1. 604 S Maple Street - Salvati Removal Request
2. 604 S Maple Street - Salvati Removal Graphics

3. Resolution 2024-07 604 S Maple Street Salvati Removal

March 12, 2024

Hi, my name is Cason and I live at 604 South Maple Street. I am writing this letter to request a tree in my driveway to be cut down.

This tree is growing in the powerlines as well as starting to lift up my driveway. This tree also makes it really hard for me to park my travel trailer as I have to go through my yard part way to miss the tree with the top of my trailer. This tree also is a major sap tree and is ruining my wife's and I's brand new car. Those are my major concerns with the tree.

Thank you.

604 S MAPLE STREET – SALVATI REMOVAL GRAPHICS



RESOLUTION NO. 2024-07

A RESOLUTION of the Ellensburg City Council authorizing Cason Salvati to remove one street tree located at 604 S Maple Street.

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

WHEREAS, Cason Salvati has requested permission to remove one street tree;

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

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

Section 1. Cason Salvati is authorized to remove one street tree located at 604 S Maple Street. Approval is conditioned upon Cason Salvati first receiving a Street Tree Permit and Public Works Permit from the City of Ellensburg Public Works & Utilities Department for removal of the tree at Cason Salvati's expense including removal of the stump, and replanting one street tree from the City's Street Tree List in the City right of way in an approved location, within one year.

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

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

ADOPTED by the City Council of the City of Ellensburg this April 1, 2024.

MAYOR

ATTEST: _____
CITY CLERK



Meeting Date: April 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: City of Ellensburg Urban Flooding Analysis FCAAP Grant
Submitted by: Jon Morrow, Stormwater Manager
Department: Public Works & Utilities

Suggested Motion/Action:

Authorize the City Manager to sign the Professional Services Agreement between the City and Perteet, Inc. for urban flooding analysis.

Background/Summary:

The City was awarded \$400,000 through a grant from the Washington State Department of Ecology's Floodplains by Design (FbD) Division. The project will conduct an in-depth analysis of the Ellensburg Urban Growth Area (UGA), and the city limits to support an updated stormwater flood model. The focus will be on Whiskey and Mercer Creeks utilizing the current floodplain map update process led by Kittitas County, as it applies to both an urban and rural flood model. The modeling will also support future flood map updates proposed for Wilson Creek, increase the understanding of flooding in the city, and identify mitigation actions. The project will be led by Perteet, with the support of Evergreen Storm H2O, and the County's consultant, Watershed Sciences (WSE).

Previous Council Action:

Council approved the authorization of the \$400,000 FCAAP grant agreement with the Department of Ecology in December 2023.

Analysis:

Modeling the Ellensburg storm system has never been done before. The system has 90 outfalls to local streams and consists of 2,697 catch basins and approximately 50 miles of underground pipe. The 2-dimensional (2D) flood model that the county deployed does not pick up the first four inches of standing water on the streets using LIDAR. The FCAAP project will model the storm system and see where that water is conveyed, resulting in more accurate flood maps within the city and UGA. Current flood maps show some areas of town as flooded, but the storm system may help alleviate that by picking up the first four inches of water in the curb and gutter. This study may therefore result in possible flood map changes within the City limits and UGA. Perteet's work should be completed by no later than June 30, 2025.

Financial Impact:

Compensation for Perteet's work will be a maximum of \$261,500.00. The grant agreement with Ecology is \$400,000.00. The County Flood District has agreed to pay for the 25% match (\$100,000) with in-kind services from their consultant WSE. The project is currently budgeted

in the 2024 Storm budget and no budget adjustment is required.

Budget Adjustment: No

Attachments:

1. City of Ellensburg - PSA - Pertee - Urban Flooding Analysis - 3-18-2024

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
PERTEET, INC.**

RELATING TO: CITY OF ELLENSBURG URBAN FLOODING ANALYSIS

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this 1st day of April, 2024 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and PERTEET INC., a Corporation authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Urban Flooding Analysis project.

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

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

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

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

2. SCOPE OF WORK.

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

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

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

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

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through June 30, 2025. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

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

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

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

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

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

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

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

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

allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is (\$0.00). This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 13 — Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$261,500.00. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

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

6. RELATIONSHIP OF PARTIES.

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

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

CONSULTANT's status as an independent contractor.

7. WORK PRODUCT AND DOCUMENTS.

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

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

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

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

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

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

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices

and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

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

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

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

11. SUPERVISION, INSPECTION AND PERFORMANCE.

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

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

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

under this Agreement.

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

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

14. TERMINATION.

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

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

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

15. INDEMNIFICATION/HOLD HARMLESS.

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

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

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

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

16. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Perteet, Inc.
Attention: Christina Wollman**

2302 W Dolarway Road, Suite
1 Ellensburg, WA 98926

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

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

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

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

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

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

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

Exhibit A — Scope of Work

Exhibit B — Schedule for the Work

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

Exhibit D — Budget for Each Task

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

CONSULTANT:

THE CITY OF ELLENSBURG:

By:  By: _____

Printed Name: Jesse Thomsen

Printed
Name: _____

Title: Vice President

Title: _____

Tax ID#: 91-1505037

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

Exhibit A — Scope of Services Perteet, Inc.

Introduction

The City of Ellensburg will conduct an in-depth analysis within the Ellensburg Urban Growth Area (UGA) and city limits to support an updated stormwater model for the current floodplain map update process led by Kittitas County, focused on urban flooding caused by Whiskey and Mercer Creeks. The modeling will also support future flood map updates proposed for Wilson Creek, increase understanding of flooding in the city, and identify mitigation actions. With this knowledge, the City of Ellensburg will be more prepared for flood events, and residents within the City and its UGA--especially those in areas with a high probability of flooding during a 1% annual chance flood--will be better equipped to take additional precautions or mitigate against the risk of flooding.

The project will be led by Perteet, with support from Evergreen H2O, and the County's consultant WSE (together, the consultant team).

Task 1— Project Administration/Management (\$10k)

No consultant tasks are associated with this task. **Task 2**

— Data Collection and Modeling (\$240k)

The goal of Task 2 is to gather all information required to increase the City's and County's understanding of flooding within the UGA, prepare the stormwater model, and increase the accuracy of the hydraulic model and/or increase the City's level of certainty in the hydraulic model, which can be used to support a Letter of Map Revision (LOMR). The stormwater model will provide long-term benefit by allowing the City to more cohesively evaluate the capacity of the stormwater system and identify where additional capacity, modifications, or improvements may be necessary in the future to reduce urban flooding.

Task 2.1 Core Planning Team and Project Management

This task is dedicated to the overall management of the project. Perteet's work elements include:

- Manage overall project scope and milestones including schedule, budget, and deliverables.
- Prepare monthly project reports for billing to include project status and budget reports.
- Support the City in preparing the quarterly progress report, if requested
- Core Planning Team (CPT) kickoff meeting and recurring progress meetings
- Routine communication with client

The consultant team's work elements include:

- Attending CPT meetings
- Preparing monthly progress reports and sending to Perteet or the County, as applicable

Deliverables:

- Monthly progress reports
- Summary of progress for quarterly progress reports, if requested
- Project schedule and updates

Assumptions:

- CPT meetings will be hybrid or virtual, as determined by the CPT members.
- The consultant team will not need to attend the CPT meetings in person.

- CPT members include City staff, County staff, and key consultant team members.
- The CPT will identify a standing meeting time and recurrence interval (bi-weekly, monthly, etc) with the expectation that some meetings may be cancelled due to conflicts or no discussion items.
- The Consultant will perform the services for all tasks described up to the amounts included in the attached Table X. Project Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and consultant team and defined in an amendment.
- If site visits are needed for the Consultant team to complete the work described in this scope of work, time for the site visit along with travel time and mileage will be billed to the project.
- The budgets for the individual subtasks in Tasks 2 and 3 may be modified depending on the actual level of effort required and as long as the total budgets for Tasks 2 and 3 do not change. The budget between Task 2 and 3 shall not be changed without the approval of the City and pursuant to the FCAAP grant guidelines.
- Comments provided by the City on project deliverables will be consolidated into one document.

Task 2.2 Data Collection

This task will provide the data necessary to evaluate the stormwater system and flooding in the Ellensburg UGA to support development of current baseline conditions to support improvements to the flood model, development of the stormwater model, and define the projected climate change scenario for precipitation and flooding that will be used in this project.

The consultant team will review existing data and determine what data must be collected to inform the project and document current baseline conditions. Data to be collected may include, but not be limited to information about the City's stormwater system, roads, bridges, watercourse data, ground elevations, changes in the terrain, records of flooding, and climate change predictions.

Perteet will prepare a City Conditions Memo that describes the current conditions in the City and the data collection process, provides an inventory of data collected and its quality, and identifies the system or capacity needs within Ellensburg to support future mitigation strategy development. The memo will also identify recommendations for additional data collection and discuss if any assumptions that were made about the collected data or its use.

Task 2.2 Deliverables:

- Draft and final City Conditions Memo and inventory of data collected.

Task 2.2 Assumptions:

- The City will provide GIS data for their stormwater system and the consultant will assess the quality of the data and coordinate with the city regarding whether additional GIS data collection is needed. If additional data collection is needed, the City will contract this work through a separate contract.
- The CPT will select the climate change scenario to be used in the analysis so that all modeling will use the same assumptions. The scenarios will be based on the UW Climate Impact Group Climate Mapping for a Resilient Washington and Projected Changes in Extreme Precipitation map.
- If a surveyor is required, they will be under a separate contract with the City

Task 2.3 Floodplain Analysis

The consultant team and Tech Team will review the current draft flood maps and compare to photos or accounts of past flooding events. Perteet will gather information about past flooding events to develop a

greater understand of flood dynamics and what influences flow paths through the City. Depending on the availability, completeness, and level of confidence of the flow paths and past flooding data, Petted may map past event flood extents in GIS and prepare a flood history map. The consultant team will identify where there have been changes to the built environment that may affect flood flows since the most recent LiDAR was collected in 2019 (e.g. new road cuts through the Cascades to Palouse trail embankment, new curbs, or other changes the terrain). This may include meetings with City maintenance staff to better understand the performance of the existing stormwater system or past flooding. The County's consultant will coordinate with FEMA to discuss methods of identifying flow paths in urban alluvial fans (e.g. method used to map Wenatchee Number 2 Canyon) and when Zone X should be used for areas with very shallow flooding. The consultant team will analyze how the selected climate change scenario will affect the City.

The results of the data collection, summary of flood dynamics, and effects of climate change will be included in the Task 2.2 City Conditions Memo.

Task 2.3 Deliverables:

- Draft and final summary of analysis, information found, and results to include in the Task 2.2 City Conditions Memo
- If data exists, GIS data and map of past flood events

Task 2.3 Assumptions:

- City and County staff and the Tech Team will support the collection of data, photos, and accounts of flooding.
- Except for GIS flood history data, no new data will be created in this task.
- The climate change evaluation will be qualitative and descriptive and will not be modeled unless it is determined necessary and sufficient budget remains, as directed by the City's project manager.

Task 2.4 Stormwater Model

Evergreen H2O will develop a stormwater model to help the city to understand how the stormwater system and flood waters interact and how the system may support flood risk reduction. This task includes:

- Basin Delineations
 - Develop existing basin delineations using available GIS data to determine the areas contributing to the stormwater system.
 - Future changes to basin delineations will also be developed based on input from the City related to anticipated growth projections that includes mitigation actions.
 - This is expected to include a site visit to confirm the basin areas with two staff members for up to 8 hours each.
 - Develop five (5) 11x17 maps of the delineated basins for two conditions: existing and future plus mitigated actions as determined in Task 3.4.
- Develop Capacity Criteria and Modeling Assumption Summary:
 - Develop a capacity evaluation criteria in a table format which will be used to evaluate the capacity of the stormwater system and for modeling mitigation actions as part of Task 3.4. This will include using City requirements for sizing conveyance systems.
 - Review and create a summary (in a table format) of applicable modeling assumptions including:

- Best practices and standards from local/state/federal sources for the capacity evaluation criteria (i.e., City standards, Stormwater Management Manual for Eastern Washington (SWMMEW), WSDOT Hydraulics Manual, FHWA Hydraulic Engineering Circulars, etc.);
 - Published research related to advances in hydrologic and hydraulic (H&H) modeling that could inform the Consultant's modeling approach;
 - Basin model parameters such as infiltration, slope, percent routed, imperviousness, etc.
 - Up to two (2) design storms for modeling.
- Evergreen H2O will submit a copy of the draft criteria and assumptions to the City for review and comment and then update the criteria to address City comments. This work will occur prior to starting modeling so the entire project team is on the same page before modeling starts.
- Develop Hydrology Data:
 - Develop design storm distributions representative of EWA climatic conditions for the design storms identified as part of the criteria and assumptions. This will include incorporating climate change projections using input from the University of Washington Climate Mapping and City historical rainfall data.
 - Develop a SWMM model using existing and future contributing basin areas; the stormwater network being analyzed; and mitigation actions identified as part of Task 3.3.
 - Validate the model by comparing the model results, for the existing basin areas, to the information provided by City regarding past flooding and adjusting so the model matches field observations.
 - The model results will be presented to the CPT in Task 3.1 and compared to the flood model in Task 3.3.
 - Develop one-page instructions for the City describing the general set up and operation of the completed model to assist with transferring the work product to the City.
- Capacity Evaluation Analysis:
 - Evaluate and compare model results against the capacity evaluation criteria to identify where the system may be undersized or have additional capacity for the existing and future conditions (based on growth projections and Task 3.4 mitigation actions).
 - Review model results and analysis with the City and get their feedback. This can occur at a regularly scheduled project meetings.
 - Develop up to five (5) heat maps to visually identify where the system is under/overcapacity. All maps will be 11x17 and developed for two conditions: existing, and future plus mitigated actions as determined in Task 3.4.

The Consultant will prepare a Stormwater Model Report describing the findings of the evaluations, summarizing the stormwater modeling results, and providing recommendations for model updates.

Task 2.4 Deliverables:

- Draft and final Stormwater Model Report
- 11x17 heat maps
- Stormwater Model
- Instructions for transferring the model work to the City.

Task 2.4 Assumptions:

- Modeling will be conducted for up to two design storms.

- Modeling will be prioritized to the stormwater system that is in the floodplain areas needed to address the project goals.
- Up to two (2) iterations/model adjustments will be made, as part of the draft model effort.
- The scope assumes that the stormwater infrastructure data provided by the City requires minimal revision and contains few data gaps. After the Consultant reviews the City's data, if more time is needed to revise the data or address data gaps, the additional work will be addressed in an amendment.
- The summary report will be up to ten (10) pages, not including maps figures, or modeling output data.
- The Consultant will perform the services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the Client and Consultant and defined in an amendment.

Task 2.5 Update Hydraulic Model (Contracted through County)

The County's consultant will update the existing hydraulic model using data gathered in Task 2.2 and Task 2.3. This task will be completed by the County's consultant under a separate contract. The model will comply with the standards required by FEMA for LOMR application.

The results of the model will be presented to the Tech Team in Task 3.1 to support a determination of the level of certainty and identification of primary flow paths, and compared to the stormwater model in Task 3.3. Additional revisions may be required as a result of stakeholder discussions.

The results of the model will be described in a report and shown on maps. The deliverables will be prepared to FEMA standards and be able to support a LOMR.

Task 2.5 Assumptions:

- The County's consultant will update the model developed in 2023

Task 2.5 Deliverables:

- Updated flood model that complies with FEMA requirements for a LOMR application.
- Maps showing updated draft floodplain based on most current FEMA methods as determined in Task 2.3.
- Memo describing model updates

Task 3 — Identify Mitigation Actions and Public Outreach (\$150K)

The goal of Task 3 is to identify priority mitigation actions that will provide the greatest reduction in flood risk in the studied areas within the UGA and City while being feasible, resilient to changing conditions, equitable, and cost-effective. The actions will be identified using the most current and accurate information, in a collaborative environment with shared goals. Action development and alternatives analysis will be consistent with CFHMP guidance.

Task 3 will result in a list of prioritized mitigation actions that will be added to the County's and/or City's CFHMP or HMP. After the mitigation actions are identified, the City and County will have a unified mitigation strategy and can work towards implementation of the actions for reduced flood risk associated with Whiskey Creek, Mercer Creek, and Wilson Creek.

Task 3 also includes a robust public outreach process to involve the public in the project and create awareness of potential flooding scenarios, highest risk areas, and notify affected property owners of proposed updates to the Flood Insurance Rate Maps.

Task 3.1 Technical Stakeholder Team

Perteet will support the City's formation of a Technical Stakeholder Team (Tech Team) that will be active throughout the project to help guide the City in decision-making processes, floodplain analysis, identification of potential mitigation actions, public outreach efforts, and data collection efforts. The Tech Team will include, but not be limited to, staff from the City, County, and County Flood Control Zone District, consultant team members, and other agencies or entities that have an interest in flood reduction (e.g. CWU, WDFW, Kittitas Conservation District, Ecology, etc), or provide support to vulnerable populations within the City.

At the onset of the Tech Team meetings, the Tech Team will identify goals which can be used to measure success of this project and the identification of mitigation actions.

Task 3.1 Deliverables:

- Tech Team agendas, meeting summaries, meeting materials, and attendance log

Task 3.1 Assumptions:

- The makeup of the Tech Team will be determined by the CPT.
- The Tech Team will meet no more than monthly, as needed, throughout the duration of the project. This scope assumes 12 Tech Team meetings.
- The Tech Team meetings will be hybrid and will be hosted at City Hall.
- The City is responsible for securing meeting space for the Tech Team meetings.
- Perteet will attend the meetings in person. The remaining consultant team members do not need to attend in person unless specifically requested.

Task 3.2 Public Outreach

Perteet will lead the development of accessible, engaging, and educational outreach events using various methods, including websites, story map, and in-person events.

Public outreach will include the whole community, but some outreach will be targeted towards residents of properties that are identified as being in the high-risk flood zone and are affected by the proposed map change in the City and UGA. The outreach will focus on flood education and notification of potential future map changes and will meet the Federal Emergency Management Agency (FEMA) requirements for LOMR outreach. Perteet will support the City in developing materials for and hosting joint open house events in which the public can learn more about the project and discuss their specific concerns. Perteet will also support the City in any individual or joint public meetings, if necessary, such as presentations to the City Council. Members of the consultant team will attend and/or provide support in preparing meeting materials.

The outreach will occur in three district phases:

- During data collection (Tasks 2.2 and 2.3), the city will host an open house style event in which the public can learn more about the project and discuss their specific concerns.
- After the flood model is refined (Task 2.5), the City will host an outreach event for the whole community and targeted towards properties that are identified as being in the high-risk flood

zone. The outreach will focus on flood education and notification of potential future map changes and will meet the FEMA requirements for LOMR outreach.

- During the analysis of mitigation alternatives (Task 3.4), the City will host public outreach to present the results of the alternatives analysis and solicit the public's opinion on their preferred alternatives.

For any publications and education and outreach materials, the City and the consultant team will follow Ecology's requirements in the following sections of the Agreement General Terms and Conditions:

- 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY which requires the City to comply with OCIO Policy no. 188 Accessibility (<https://ocio.wa.gov/policy/accessibility>)
- 19. PRESENTATION AND PROMOTIONAL MATERIALS which requires the City to:
 - Provide a draft to the Ecology Project Manager for review 10 days prior to publication and include the review and approval process in the project timeline;
 - If requested, provide two final copies and an electronic copy of any material developed;
 - Receive approval by Ecology prior to use of the Ecology logo on any communication materials intended for public distribution; and
 - Acknowledge that funding was provided by ECOLOGY.

Task 3.2 Deliverables:

- Draft public outreach materials prepared at least 15 days before publication (5 days for City review, and 10 days for Ecology's review)
- Final public outreach materials
- Public meeting agendas and attendance logs
- Public meeting summaries

Task 3.2 Assumptions:

- Perteet will prepare up to three flyers, three postcards, and three social media graphics.
- If requested by the CPT, Perteet will develop or support the City's development of an interactive web map.
- The City's Public Information Officer will support the project by preparing press releases and helping to ensure the meeting invites reach the targeted audiences.
- The City will provide meeting space.
- Open house meetings will be at City Hall Council Chamber or other similar venues.
- The County will participate in the planning and hosting of the public meetings, but the topics will be focused on flooding within the City and UGA

Task 3.3 Floodplain-Stormwater Model Results Analysis

After tasks 2.4 and 2.5 are completed, the consultant team, with support from the CPT and Tech Team, will evaluate the model results to support the development of mitigation actions. The evaluation will include comparing the effective floodplain, previous flood model results, and updated flood model results; identifying areas where the stormwater system helps reduce flooding or adds to the flooding, such as moving stormwater from one area of the City to another; and to discuss where potential interactions occur between the flood waters and the stormwater system. The results of the evaluation will support determination of mitigation measures in Task 3.4 and will be summarized in a floodplain-stormwater analysis technical memo.

This task also provides an opportunity for the City to more thoroughly review the floodplain model to increase the City's level of certainty in the model results and the identified floodplain boundaries.

Task 3.3 Deliverables:

- Draft and final floodplain-stormwater analysis technical memo

Task 3.3 Assumptions:

- Any identified interactions, effects, or other results of the analysis will be assessed further in Task 3.4.

Task 3.4 Mitigation Actions

The consultant team and Tech Team will evaluate the results of the updated hydraulic model, the new stormwater model, and the technical memo prepared in Task 3.3 to identify potential mitigation measures. The evaluation will focus on identifying actions that will provide the greatest benefit to the public and are feasible, cost-effective, resilient, and equitable, and meet the goals of this project. Certain actions that modify flooding and/or stormwater will be modeled to determine the effectiveness. Actions that also benefit the habitat within the City and UGA will be identified as multiple benefit actions. Actions may include, but not be limited to: acquisitions; identifying and protecting primary flow paths or flood storage areas; improvements to the stormwater system, such as regional stormwater facilities; outreach and education; regulation updates; staff training; conservation/flood easements; emergency response measures; and/or home elevations or property acquisitions. Some actions may also identify future planning needs, such as additional alternatives analyses or feasibility studies.

After the action alternatives are identified, the actions will undergo an alternatives analysis pursuant to Comprehensive Flood Hazard Management Plan (CFHMP) guidance. The actions will be prioritized, grouped into strategies, and a funding and partnership strategy will be developed. The actions and strategies will be added to the Kittitas County Hazard Mitigation Plan (HMP) which also serves at the County's CFHMP. All in-water actions will undergo an alternatives analysis and evaluation of effects in compliance with WAC 173-145-040. The actions and strategies will also include all information necessary to meet FEMA HMP requirements, per the Local Mitigation Planning Policy Guide, effective April 19, 2023 (FP 206-21-0002) .

All mitigation actions considered will be described in a memo. The Mitigation Actions Memo will address all actions and describe the alternatives analysis process and why certain actions were or were not prioritized. A list of prioritized mitigation actions will be prepared in a format that facilitates adding the actions into the HMP.

Task 3.4 Deliverables:

- Mitigation Actions Memo, including alternatives analysis discussion.
- List of prioritized mitigation actions and strategies.
- In-water effects evaluation worksheets.

Task 3.4 Assumptions:

- The Tech Team will identify which actions should be modeled to determine effectiveness.
- Up to 4 alternatives will be modeled in each the stormwater model and the flood model. If budget remains, the City may request more modeling.
- Up to 4 planning level cost estimates will be prepared. If budget remains, the City may request additional cost estimates.

EXHIBIT B

ID	Task Name	Qtr 1, 2024 Jan Feb Mar			Qtr 2, 2024 Apr May Jun			Qtr 3, 2024 Jul Aug Sep			Qtr 4, 2024 Oct Nov Dec			Qtr 1, 2025 Jan Feb Mar			Qtr 2, 2025 Apr May Jun			Qtr 3, 2025 Jul
1																				
2	Kickoff Meeting		1																	
3	Data Collection																			
4	Floodplain Analysis																			
5	City Conditions Memo																			
6	Public Outreach #1		◁ 6/26																	
7	Stormwater Model																			
8	Flood Model																			
9	Tech Team																			
10	Flood Storm Analysis																			
11	Public Outreach #2																			◆ 2/26
12	Mitigation Actions																			
13	Public Outreach #3																			• 5 / 14
14	Project End																			• 6/30

Project

Ellensburg Urban Flooding Analysis

Contract Start Date

1/14/2024

Last Update date

1/31/2024

Client

City of Ellensburg

Contract End Date

6/30/2025

Perteet Project No.

20230120.0000

PM

Christina Wollman

Contract Duration:

17 Months

	Director	Sr Planner/Cult ural Resources Manager	Planner II	Planner I	Accountant	Clerical	Mkt Proposal Mgr	Total Hours	Labor Dollars
Task	Billing Rate	\$102.38	\$56.72	\$38.00	\$29.40	\$54.83	\$35.55	\$45.00	
Task 1 - (City Only)									
Total Task 1 - (City Only)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Task 2 - Data Collection and Modeling									
2.1 - CPT and Project Management		14.00			8.50			22.50	\$1,260.00
2.2 - Data Collection		56.00	36.00	46.00		4.00		142.00	\$6,039.00
2.3 - Floodplain Analysis		5.00	48.00	22.00	28.00			103.00	\$4,894.00
2.4 - Stormwater Model (Sub)									
2.5 - Flood Model (County)									
Total Task 2 - Data Collection and Modeling		5.00	118.00	58.00	74.00	8.50	4.00	0.00	267.50
Total Task 2 - Data Collection and Modeling		5.00	118.00	58.00	74.00	8.50	4.00	0.00	\$12,193.00
Task 3 - Identify Mitigation Actions and Public Outreach									
3.1 - Tech Team		45.00	4.00	12.00				61.00	\$3,057.00
3.2 - Public Outreach		9.00	90.00	16.00	31.00		10.00	156.00	\$7,996.00
3.3 - Flood/Storm Model Analysis		6.00	26.00	6.00	1.00			39.00	\$2,346.00
3.4 - Mitigation Actions		6.00	76.00	10.00	20.00	2.00		114.00	\$5,964.00
Total Task 3 - Identify Mitigation Actions and Public Outreach		21.00	237.00	36.00	64.00	0.00	2.00	370.00	\$19,363.00
Total Task 3 - Identify Mitigation Actions and Public Outreach		21.00	237.00	36.00	64.00	0.00	2.00	370.00	\$19,363.00
Total Hours		26.00	355.00	94.00	138.00	8.50	6.00	637.50	
Total Dollars		\$2,662.00	\$20,136.00	\$3,572.00	\$4,057.00	\$466.00	\$213.00	\$450.00	\$31,556.00

Expenses:	
Miscellaneous Expenses	516
Totals:	516

Subconsultant Fees:	Cost	Markup	Bill
Non-Specified Subconsultant	160,500		160,500
Totals:	160,500		160,500

SUMMARY		
Direct Salary Cost		\$31,556.00
Overhead Cost	188.43%	\$59,461.00
Fee 30%		\$9,467.00
Labor		\$100,484.00
Expenses		\$516.00
Subconsultants		\$160,500.00
CONTRACT TOTAL		\$261,500.00

EXHIBIT D

				County		
1	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00
2.1	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 10,000.00
2.2	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 50,000.00
2.3	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ 30,000.00
2.4	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00
2.5	\$ -	\$ -	\$ 40,000.00	\$ 10,000.00	\$ -	\$ 50,000.00
Task 2 SUBTOTAL	\$ 39,000.00	\$ 120,500.00	\$ 60,500.00	\$ 10,000.00	\$ 10,000.00	\$ 240,000.00
3.1	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 2,000.00	\$ -	\$ 24,000.00
3.2	\$ 25,000.00	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 3,000.00	\$ 52,000.00
3.3	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ 21,000.00
3.4	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3,000.00	\$ -	\$ 53,000.00
Task 3 SUBTOTAL	\$ 62,000.00	\$ 40,000.00	\$ 40,000.00	\$ 5,000.00	\$ 3,000.00	\$ 150,000.00
TOTAL	101,000.00	\$160,500.00	\$100,500.00	\$ 15,000.00	\$	
TOTAL GRANT AWARD \$400,000.00						

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.

Digitally signed by
Jerica Pascoe
Date: 2024.03.25
13:46:45 -07'00'

Jerica Pascoe

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 **1st DAY OF APRIL 2024**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Check #'s	165420	TO	165564	\$	683,408.50
EFT #'s	6756	TO	6767	\$	142,987.21
Treasure Cash			Total Amounts		
EFT #'S	453	TO	453	\$	60.07
Payroll Fund			Total Amounts		
Check #'s	96176	TO	96185	\$	14,457.51
Direct Deposits	78453	TO	78705	\$	548,717.04

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK



Meeting Date: April 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Recommendation of Appointments to the Lodging Tax Advisory Committee and the Library Board (Public Comment Opportunity)

Submitted by:

Department: City Manager

Suggested Motion/Action:

Move to appoint Janie Zencak and Carmen Wiggins to the Lodging Tax Advisory Committee and move Lacie Dawson to an organization to receive proceeds. Move to appoint Vikki Carpenter and Richard Moreno to the Library Board.

Background/Summary:

Previous Council Action:

Analysis:

Financial Impact:

Budget Adjustment: No

Attachments:

1. March 2024 LTAC Reappointment and New Appointment Council Recommendation
2. JZencak Application
3. CWiggins Application
4. 4-1-24 Library Board Appointment
5. RMoreno Application
6. VCarpenter Application
7. B and C Agenda Report Chart 4-1-2024



TO: City Council
FROM: Lodging Tax Advisory Committee
DATE: April 1, 2024
RE: Recommendation of Revised Appointment and New Appointment

The Lodging Tax Advisory Committee currently has two vacancies in organizations authorized to receive proceeds within the committee. We received four applications in total, three from the lodging industry, and one from an organization authorized to receive proceeds.

Based on the qualifications and industries of the applicants, and current committee members, the Lodging Tax Advisory Committee would like to make the following recommendations:

Committee member, Lacie Dawson, of the Kittitas County Events Center, is recommended to move to organization authorized to receive proceeds within the committee. Committee member Dawson's current term (lodging industry) expires on December 31, 2024. If approved, Lacie Dawson's new term (receiving) would also expire on December 31, 2024.

Carmen Wiggins, General Manager, Icon Inn, Ellensburg, is recommended to serve on LTAC from the lodging industry. If approved, her term would expire December 31, 2024.

Janie Zencak, Executive Board Member, Ellensburg Arts & Cultural Alliance, is recommended serve on LTAC from organization authorized to receive proceeds. If approved, her term would expire December 31, 2025.

This recommendation is based on interviews, applicant fulfillment of meeting requirement, willingness to serve, and expertise. Interviews were held by the LTAC subcommittee consisting of Councilmember and committee liaison, Nancy Lillquist, committee member Steve Townsend, and City of Ellensburg staff liaison, Kelle Vandenberg.

From:
To:
Subject: [Ext] Online Form Submittal: Application for Appointment
Date: Friday, January 26, 2024 3:28:10 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 Lodging Tax Advisory Committee

Have you attended a meeting for the board or commission you are applying to? No

Name of Applicant: Janie Zencak

Address

Mailing Address (If Different) Field not completed.

City Ellensburg

State WA

Zip 99336

Email Address

Phone Number

Length of Residency in Kittitas County 22 years

Do you live within the city limits? No

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?	<i>Field not completed.</i>
---	-----------------------------

Occupation Status and Background:	Employed full time at CWU. I teach Entrepreneurship, I used to teach accounting, and I am the Assistant Director of I4IE. I am a CPA. I operate the Foundry for CWU on 421 N Main as a community service. I am interested in giving to the community.
-----------------------------------	---

Organization Affiliations:	Ellensburg Arts and Cultural Alliance (Board Secretary) Ellensburg Downtown Association Economic Vitality Committee
----------------------------	--

Why are you seeking appointment?	I was asked to look into this position as a board member of EACA. I worked for the WA State Department of Revenue, so I am familiar with some of the issues and procedures for this tax.
----------------------------------	--

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

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

Boards & Commissions	Ellensburg Business Development Authority
----------------------	---

Boards & Commissions	Building Appeals Board
----------------------	------------------------

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

From:
To:
Subject: [Ext] Online Form Submittal: Application for Appointment
Date: Thursday, January 25, 2024 12:13:50 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 Lodging Tax Advisory Committee

Have you attended a meeting for the board or commission you are applying to? No

Name of Applicant: Carmen A Wiggins

Address

Mailing Address (If Different) Field not completed.

City Ellensburg

State WA

Zip 98926

Email Address

Phone Number

Length of Residency in Kittitas County 1 .5 YRS

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?	<i>Field not completed.</i>
---	-----------------------------

Occupation Status and Background:	I am currently the General Manager at Icon Inn. Project/ financial management, and consulting is my background
-----------------------------------	--

Organization Affiliations:	Chamber of Commerce
----------------------------	---------------------

Why are you seeking appointment?	I have so many ideas and questions about, and for this little city. I,ve thought I should seek work in building up Ellensburg's tourism market. This seems much less evasive, and stable. I can't think of anything better to do with my spare time.
----------------------------------	--

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	Parks and Recreation Commission
----------------------	---------------------------------

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



TO: City Council
FROM: Ellensburg Public Library Board
DATE: April 1, 2024 – Council Meeting Date

RE: Recommendation of Appointment

The Ellensburg Public Library Board has two open vacancies. One vacancy that ended December 31, 2023, and a second vacancy with a term set to expire December 31, 2026. Two candidates were interviewed on March 1, 2024. Interview panel consisted of Library Director Josephine Camarillo, Library Board Chair Marty Blackson and Council Liaison Sarah Beauchamp.

The Board recommends appointing Vikki Carpenter to fill the open vacancy on the Library Board which will expire on December 31, 2028. The Board also recommends appointing Richard Moreno to the open vacancy which will expire on December 31, 2026.

From: noreply@civicplus.com
To:
Subject: [Ext] Online Form Submittal: Application for Appointment
Date: Wednesday, February 14, 2024 9:23:23 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 Library Board

Have you attended a meeting for the board or commission you are applying to? No

Name of Applicant: Richard Moreno

Address

Mailing Address (If Different) Field not completed.

City Ellensburg

State Washington

Zip 98926

Email Address

Phone Number

Length of Residency in Kittitas County 8.5 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?	<i>Field not completed.</i>
---	-----------------------------

Occupation Status and Background:	Recently retired. Former Director of Executive Communications, Central Washington University (2015-2021), former Director of Student Publications, Western Illinois University (2006-2015), former Publisher of Nevada Magazine (1992-2006), author of 14 non-fiction books including "Frontier Fake News: Nevada's Sagebrush Humorists and Hoaxsters" and "A Short History of Reno, Nevada" for the University of Nevada Press, and the forthcoming "Washington's Historic Places on the National Register" for Mountain Press Publishing. Served on the Carson City, Nevada Library Board of Trustees, 1991-1997.
-----------------------------------	---

Organization Affiliations:	None at the present time.
----------------------------	---------------------------

Why are you seeking appointment?	I believe libraries are a community's sanctuary. They are a place where it's possible to gain knowledge, be entertained, and pursue self-improvement. They are the repositories for community history and traditions. They are designed for the literary needs of all ages and serve as a safe space for all. I am a frequent patron of the Ellensburg Library and have been impressed by the professionalism of the staff. I am seeking this appointment as my way to give something back to my community.
----------------------------------	---

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

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

Boards & Commissions	<i>Field not completed.</i>
----------------------	-----------------------------

Boards & Commissions	<i>Field not completed.</i>
----------------------	-----------------------------

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

From: noreply@civicplus.com
To:
Subject: [Ext] Online Form Submittal: Application for Appointment
Date: Thursday, January 25, 2024 12:38:03 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 Library Board

Have you attended a meeting for the board or commission you are applying to? No

Name of Applicant: Vikki Carpenter

Address

Mailing Address (If Different) Field not completed.

City Ellensburg

State WA

Zip

Email Address 98926

Phone Number

Length of Residency in Kittitas County About 2 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?

Field not completed.

Occupation Status and Background:

Current Occupational Positions: I am an assistant professor at Heritage University (in my third year of teaching, second year in full time appointment) in the social science department. I teach political science, criminal justice and sociology subject matter. Outside of HU I volunteer my time through a program called PTAP (Pregnant/Parenting Teen Advocacy Group) as the assistant director in Chelan County. The goal of this program is to act as a support system so that teens can get across the graduation finish line with less struggles than they would on their own. I also am a part of the Community Engagement Board (CEB) for Chelan/Douglas County (formally Truancy Intervention Board) that works with students who are labeled truant. The goal is to problem solve and connect services before to improve school attendance before they have to go in front of the judge (there is a stay of truancy motion in place during the interim).

Personal: I am married with two older stepdaughters. My husband is a low voltage electrician. We have dogs, and I like to garden and sew. I have lived in Washington for the majority of my life and enjoy being involved in community as a general purpose.

Organization Affiliations:

Alpha Phi Sigma- Criminal Justice Honor Society

American Psychological Association

American Society of Criminology

Association of Psychological Sciences

Psi Chi- International Honor Society in Psychology

Why are you seeking appointment?

I would like to get involved in the community I have moved to. I firmly believe that it takes a village to keep community going, and if provided the opportunity, I would like to get more involved in creating a more equitable space for all.

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 Library Board

Boards & Commissions Affordable Housing Commission

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

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	0	1	1 (Tele)
APPLICANTS													
Janie Zencak									1st				
Carmen Wiggins									1st				
Richard Moreno								1st					
Vikki Carpenter								1st					



Meeting Date: April 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Ordinance 4940 (First Reading) Amending the 2023-2024 Biennial Budget (Public Comment Opportunity)
Submitted by: Gloria Lanphere, Accountant III - Budget Officer
Department: Finance

Suggested Motion/Action:

Move to conduct first reading of Ordinance 4940, amending the 2023-24 biennial budget.

Background/Summary:

The proposed ordinance makes amendments to the 2023-2024 Biennial Budget to reflect changes in operational requirements and adjustments to capital project plans approved through prior Council action along with other modifications to the Biennial Budget as proposed by the City Manager.

Previous Council Action:

Council adopted the 2023-2024 Biennial Budget via Ordinance 4900 on December 5, 2022 appropriating funds and providing expenditure authority for the two-year period beginning January 1, 2023. Council subsequently amended the 2023-2024 Biennial Budget via Ordinance 4923 on September 5, 2023. Council held a public hearing and conducted first reading of Ordinance 4934 on December 4, 2023, and subsequently adopted Ordinance 4934 on December 18, 2023. Council regularly reviews and approves additional budget adjustments as part of its ongoing review and approval of contracts and purchases.

Analysis:

Since the prior supplemental budget was adopted, items have been approved by City Council that require a supplemental budget adjustment in order to be implemented. The anticipated budget impacts are presented as part of the City's standard agenda reports that accompany the initial request. The proposed ordinance will officially authorize expenditures in support of previously approved projects and program changes. Additional budget adjustments were identified as a result of a review of anticipated expenditures, expenditure trends, and current expenditure authority. These items provide necessary budget to maintain the programs and projects previously adopted by City Council, comply with external regulations, and update originally budgeted amounts to current forecasts. The budget amendments in the proposed ordinance include updated revenue forecasts and beginning fund balances as needed, and maintain anticipated 2024 ending fund balances within required fund balance thresholds.

Of the proposed additional expenditure authority of approximately \$9.3 million, approximately \$8.4 million is carry forward of unspent budget from 2023. This includes approximately \$1.3 million of expenditure and expected grant revenue in the Arterial Street and Street funds for

various continuing projects; \$900,000 in the city general fund for the FISH food bank grant revenue and expenditure; \$544,000 from state & local fiscal recovery funds (SLFRF) for the Unity Park project; \$1.6 million in the Light Utility fund for continuing projects; \$2.7 million in continuing projects from the Sewer Department; \$1.2 million in continuing projects from our Internal Service Funds; and \$288,000 from Water Construction - all previously approved by council.

Other items, approved by Council since the Mid-Biennial Review supplemental budget was adopted in December 2023, include Resolution 2024-04 adopting a pay plan for an IT Business Analyst, and the Finance Department adding one FTE to the Utility Billing Department. Also included in the proposed ordinance is the addition of a \$50,000 grant awarded from the Department of Commerce for Coordinating Low-Income Housing Planning (CLIHP), and the \$4,500 expenditure for the Arbor Day tree project. Figures for each item by fund are included in attached Table 1.

Financial Impact:

The proposed ordinance amends the Biennial Budget increasing budgeted 2024 expenditures by \$9,310,036, revenues by \$2,516,558 and beginning fund balance by \$20,578,946. The effect of these amendments on the budgeted 2024 ending fund balance is an increase of \$13,289,314.

Budget Adjustment: Yes

Attachments:

1. Table 1 - Items by Fund
2. Table 2 - Summary of Budget Adjustments by Fund
3. 4940 - 2023-2024 Supplemental Budget
4. Exhibits A & B 2023-2024 Supplemental Budget

Table 1 - 2023-2024 Supplemental Budget Items by Fund (First Reading)

Fund / Item	2024			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
General Fund				
Beginning Fund Balance Adjustment	\$2,180,258	\$0	\$0	\$2,180,258
DEI Commission Program Support	\$0	\$0	\$738	-\$738
FISH USDA Grant	\$0	\$900,000	\$900,000	\$0
Rental Charges for General Facilities	\$0	\$0	\$370	-\$370
Administration Total	\$2,180,258	\$900,000	\$901,108	\$2,179,150
Finance				
Customer Service Employee staffing	\$0	\$0	\$76,272	-\$3,069
Administrative Charges-Customer Service	\$0	\$79,263	\$0	\$79,263
Rental Charges for General Facilities	\$0	\$0	\$448	-\$448
Finance Total	\$0	\$79,263	\$76,272	\$2,991
Police				
Firing Range Rental Revenue	\$0	\$3,200	\$0	\$3,200
Vest Grant Revenue	\$0	\$1,200	\$0	\$1,200
Rental Charges for General Facilities	\$0	\$0	\$490	-\$490
Police Total	\$0	\$4,400	\$490	\$3,910
Public Works				
Waste Mgmt Contract Review	\$0	\$0	\$16,000	-\$16,000
Rental Charges for General Facilities	\$0	\$0	\$389	-\$389
Public Works Total	\$0	\$0	\$16,389	-\$16,389
Community Development				
Rental Charges for General Facilities	\$0	\$0	\$214	-\$214
Community Development Total	\$0	\$0	\$214	-\$214
Parks				
Rental Charges for General Facilities	\$0	\$0	\$1,615	-\$1,615
Parks Total	\$0	\$0	\$1,615	-\$1,615
Library				
Rental Charges for General Facilities	\$0	\$0	\$710	-\$710
Library Total	\$0	\$0	\$710	-\$710
General Fund Total	\$2,180,258	\$983,663	\$996,798	\$2,167,123
Budgeted General Sub-Funds				
Art Acquisition	\$23,216	\$0	\$0	\$23,216
Economic Development Investments	\$34,750	\$0	\$0	\$34,750
Fire Relief & Pension	\$90,158	\$0	\$0	\$90,158
SLFRF-Grants				
Beginning Fund Balance Adjustment	\$2,357,856	\$0	\$0	\$2,357,856
SLFRF-allocate to Unity Park	\$0	\$0	\$544,154	-\$544,154
SLFRF-Grants Total	\$2,357,856	\$0	\$544,154	\$1,813,702
Hal Holmes Trust	\$21,065	\$0	\$0	\$21,065
Library Trust	\$16,903	\$0	\$0	\$16,903
Sales Tax	-\$15,273	\$0	\$0	-\$15,273
Budgeted General Sub-Funds Total	\$2,528,675	\$0	\$544,154	\$1,984,521

Table 1 - 2023-2024 Supplemental Budget Items by Fund (First Reading)

Fund / Item	2024			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
Special Revenue Funds				
Arterial Street				
Beginning Fund Balance Adjustment	-\$913,098	\$0	\$0	-\$913,098
DOE Grant -Gateway II-Vantage HWY	\$0	\$527,800	\$0	\$527,800
Helena, Brick Rd, & Gateway II costs	\$0	\$0	\$1,017,800	-\$1,017,800
Brick Road Grant Revenue	\$0	\$40,000	\$0	\$40,000
Pfenning Road Shared Use Pathway-Grant & Expenditure	\$0	\$361,000	\$361,000	\$0
STBG-Helena Avenue Improvements-Grant	\$0	\$450,000	\$0	\$450,000
Traffic Control Devices - Other Improvements	\$0	\$0	-\$270,000	\$270,000
Arterial Street Total	-\$913,098	\$1,378,800	\$1,108,800	-\$643,098
CATV Capital	\$66,951	\$0	\$0	\$66,951
CATV Operations & Maintenance	\$5,387	\$0	\$0	\$5,387
Criminal Justice	\$750,938	\$0	\$0	\$750,938
Drug	\$18,307	\$0	\$0	\$18,307
Affordable Housing				
Beginning Fund Balance Adjustment	\$654,457	\$0	\$0	\$654,457
Low-income Housing Planning grant (CLIHP)	\$0	\$50,000	\$0	\$50,000
Affordable Housing Total	\$654,457	\$50,000	\$0	\$704,457
Lodging Tax	\$75,810	\$0	\$0	\$75,810
Park Acquisition	\$105,806	\$0	\$0	\$105,806
Street				
Budget Threshold Reconcile	\$0	\$0	-\$88,000	\$88,000
Beginning Fund Balance Adjustment	\$807,576	\$0	\$0	\$807,576
Chip Seal & Street Preservation	\$0	\$0	\$241,000	-\$241,000
Training for Street Dept Employees	\$0	\$0	\$15,000	-\$15,000
Street Total	\$807,576	\$0	\$168,000	\$639,576
Traffic Impace Fees				
Beginning Fund Balance Adjustment	\$86,607	\$0	\$0	\$86,607
Engineering Admin-professional services	\$0	\$0	-\$9,750	\$9,750
Traffic Impace Fees Total	\$86,607	\$0	-\$9,750	\$96,357
Ellensburg Public Transit				
Beginning Fund Balance Adjustment	-\$288,627	\$0	\$0	-\$288,627
Finance Administrative Charges-Internal (Utilities)	\$0	\$0	\$73	-\$73
Rental Charges for General Facilities	\$0	\$0	\$39	-\$39
Ellensburg Public Transit Total	-\$288,627	\$0	\$112	-\$288,739
Special Revenue Funds Total	\$1,370,114	\$1,428,800	\$1,267,162	\$1,531,752
Debt Service Funds				
Capital Imprv. Debt	\$998	\$0	\$0	\$998
2010 Maintenance Bond	\$1,600	\$0	\$0	\$1,600
LID Guarantee Fund	\$6,723	\$0	\$0	\$6,723
Debt Service Funds Total	\$9,321	\$0	\$0	\$9,321

Table 1 - 2023-2024 Supplemental Budget Items by Fund (First Reading)

Fund / Item	2024			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
Capital Projects Funds				
Capital Imprv Bond Projects	\$60,304	\$0	\$0	\$60,304
Field House	\$1,258,644	\$0	\$0	\$1,258,644
Recreation Facilities	\$9,182	\$0	\$0	\$9,182
Sidewalk Improvements	\$9,557	\$0	\$0	\$9,557
GF Cap Projects	\$116,203	\$0	\$0	\$116,203
Capital Projects Funds Total	\$1,453,890	\$0	\$0	\$1,453,890
Enterprise Funds				
Gas Utility Fund				
Beginning Fund Balance Adjustment	\$22,566	\$0	\$0	\$22,566
CCA Compliance	\$0	\$0	-\$452,000	\$452,000
Finance Administrative Charges-Customer Service	\$0	\$0	\$15,354	-\$15,354
Rental Charges for General Facilities	\$0	\$0	\$78	-\$78
Gas Utility Fund Total	\$22,566	\$0	-\$436,568	\$459,134
Light Utility Fund				
Beginning Fund Balance Adjustment	\$5,472,181	\$0	\$0	\$5,472,181
Land Purchase for Electrical Substation	\$0	\$0	\$500,000	-\$500,000
Finance Administrative Charges-Customer Service	\$0	\$0	\$31,764	-\$31,764
Canyon Rd I-90 Crossing & Mtn View System Upgrade	\$0	\$0	\$1,050,000	-\$1,050,000
Foster Plat Refund	\$0	\$0	\$545,980	-\$545,980
Rental Charges for General Facilities	\$0	\$0	\$165	-\$165
Light Utility Fund Total	\$5,472,181	\$0	\$2,127,909	\$3,344,272
Sewer Utility				
Beginning Fund Balance Adjustment	\$802,106	\$0	\$0	\$802,106
Clarifier and Aerator Contract Design-Kennedy Jenks	\$0	\$0	\$92,210	-\$92,210
Anderson Sewer Main Extension	\$0	\$0	\$2,605,798	-\$2,605,798
Finance Administrative Charges-Customer Service	\$0	\$0	\$13,037	-\$13,037
Sewer Utility Total	\$802,106	\$0	\$2,711,045	-\$1,908,939
Stormwater				
Beginning Fund Balance Adjustment	\$55,906	\$0	\$0	\$55,906
Finance Administrative Charges-Customer Service	\$0	\$0	\$382	-\$382
Rental Charges for General Facilities	\$0	\$0	\$73	-\$73
Arbor Day Tree Project	\$0	\$0	\$4,500	-\$4,500
Stormwater Total	\$55,906	\$0	\$4,955	\$50,951
Stormwater Bond	\$79,130	\$0	\$0	\$79,130
Telecom				
Beginning Fund Balance Adjustment	\$132,632	\$0	\$0	\$132,632
Finance Administrative Charges-Customer Service	\$0	\$0	\$24	-\$24
Telecom Total	\$132,632	\$0	\$24	\$132,608

Table 1 - 2023-2024 Supplemental Budget Items by Fund (First Reading)

Fund / Item	2024			
	Beg. Fund Balance	Revenues	Expenditures	Impact to Ending Fund Balance
Water Utility				
Beginning Fund Balance Adjustment	\$1,984,586	\$0	\$0	\$1,984,586
Water Telemetry Work	\$0	\$0	\$2,600	-\$2,600
Finance Administrative Charges-Customer Service	\$0	\$0	\$18,629	-\$18,629
Administrative Adjustment for Water Bond Fund	\$0	\$0	\$15,000	-\$15,000
Water Utility Total	\$1,984,586	\$0	\$36,229	\$1,948,357
Water Construction				
Beginning Fund Balance Adjustment	\$600,868	\$0	\$0	\$600,868
Administrative Adjustment for Water Bond Fund	\$0	\$0	-\$15,000	\$0
Craigs Hill pressure Zone Project Timing	\$0	\$0	\$888,588	-\$873,588
Water Construction Total	\$600,868	\$0	\$873,588	-\$272,720
Enterprise Funds Total	\$9,149,975	\$0	\$5,317,182	\$3,832,793
Internal Service Funds				
General Facilities				
Beginning Fund Balance Adjustment	\$449	\$0	\$0	\$449
Rental Charges for General Facilities	\$0	\$4,785	\$0	\$4,785
General Facilities Total	\$449	\$4,785	\$0	\$5,234
GIS				
Beginning Fund Balance Adjustment	\$157,810	\$0	\$0	\$157,810
CF Contract w Power Engineers for GIS infrastructure	\$0	\$0	\$100,000	-\$100,000
GIS Total	\$157,810	\$0	\$100,000	\$57,810
Health Insurance	\$401,002	\$0	\$0	\$401,002
IT				
Beginning Fund Balance Adjustment	\$1,424,515	\$0	\$0	\$1,424,515
Capital Replacements	\$0	\$0	\$297,154	-\$297,154
IT Business Analyst Position	\$0	\$99,310	\$99,310	\$0
IT Server replacements	\$0	\$0	\$219,301	-\$219,301
IT Training and Travel	\$0	\$0	\$18,300	-\$18,300
Licensing and deferred cost increase	\$0	\$0	\$18,076	-\$18,076
Network repairs and maintenance	\$0	\$0	\$163,453	-\$163,453
Rental Charges for General Facilities	\$0	\$0	\$195	-\$195
IT Total	\$1,424,515	\$99,310	\$815,789	\$708,036
Risk Management	\$570,820	\$0	\$0	\$570,820
Shop				
Beginning Fund Balance Adjustment	\$835,963	\$0	\$0	\$835,963
Machinery & Equipment	\$0	\$0	\$253,951	-\$253,951
Modular Office Space for Bldg Maintenance	\$0	\$0	\$15,000	-\$15,000
Shop Total	\$835,963	\$0	\$268,951	\$567,012
Internal Service Funds Total	\$3,390,559	\$104,095	\$1,184,740	\$2,309,914
Grand Total	\$20,082,792	\$2,516,558	\$9,310,036	\$13,289,314

Table 2				
City of Ellensburg				
2024 Summary of Budget Adjustments				
Fund/Department	Budgeted Beg Fund Balance	2024 Revenues	2024 Expenditures	Budgeted Ending Fund Balance
Total General Fund	\$2,180,258	\$983,663	\$996,798	2,167,123
Budgeted General Sub-Funds				
Art Acquisitions	23,216			23,216
Economic Development	34,750	0	0	34,750
Fire Relief & Pension Trust	90,158		0	90,158
Hal Holmes Trust	21,065			21,065
Library Trust	16,903			16,903
Sales Tax	-15,273			-15,273
SLFRF Grants	2,357,856	0	544,154	1,813,702
Total Budgeted General Sub-Funds	2,528,675	0	544,154	1,984,521
Special Revenue Funds:				
Affordable Housing	654,457	50,000	0	704,457
Arterial Street	-913,098	1,378,800	1,108,800	-643,098
CATV Capital	66,951			66,951
CATV Ops. and & Maint.	5,387			5,387
Criminal Justice	750,938	0	0	750,938
Drug	18,307			18,307
Ellensburg Public Transit	-288,627	0	112	-288,739
Lodging Tax	75,810	0	0	75,810
Park Acquisitions	105,806	0	0	105,806
Street	807,576	0	168,000	639,576
Traffic Impact Fee	86,607		(9,750)	96,357
Total Special Revenue Funds	1,370,114	1,428,800	1,267,162	1,531,752
Debt Service Funds				
Capital Imprv. Debt	998		0	998
2010 Maintenance Bond	1,600		0	1,600
LID Guarantee Fund	6,723			6,723
Total Debt Service Funds	9,321	0	0	9,321
Capital Project Funds				
Capital Imprv. Bond Projects	60,304			60,304
Field House	1,258,644	0	0	1,258,644
Recreation Facilities	9,182	0	0	9,182
Sidewalk Improvements	9,557	0	0	9,557
GF Cap Projects	116,203	0	0	116,203
Total Capital Project Funds	1,453,890	0	0	1,453,890
Enterprise Funds				
Gas	22,566	0	-436,568	459,134
Light	5,472,181		2,127,909	3,344,272
Sewer	802,106	0	2,711,045	-1,908,939
Stormwater	55,906	0	4,955	50,951
Stormwater Bond	79,130		0	79,130
Telecommunications	132,632		24	132,608
Water	1,984,586	0	36,229	1,948,357
Water Construction	600,868		873,588	-272,720
Total Enterprise Funds	9,149,975	0	5,317,182	3,832,793
Internal Service Funds				
General Facilities	449	4,785	0	5,234
GIS Fund	157,810	0	100,000	57,810
Health Insurance	401,002	0	0	401,002
IT Fund	1,424,515	99,310	815,789	708,036
Risk Management	570,820	0	0	570,820
Shop & Equipment	835,963	0	268,951	567,012
Total Internal Service Funds	3,390,559	104,095	1,184,740	2,309,914
Grand Total	\$20,082,792	\$2,516,558	\$9,310,036	\$13,289,314

ORDINANCE NO. 4940

AN ORDINANCE AMENDING THE 2023-2024 BIENNIAL BUDGET OF THE CITY OF ELLENSBURG AS SET FORTH IN ORDINANCE NO. 4900 AND PREVIOUSLY AMENDED AS SET FORTH IN ORDINANCE NO. 4923 AND ORDINANCE NO. 4934 TO ADJUST APPROPRIATIONS IN THE CITY'S FUNDS.

WHEREAS, the City Council approved Ordinance No. 4900, which adopted a biennial budget for fiscal years 2023-2024; and

WHEREAS, the City Council approved Ordinance No 4923, which adopted amendments to the biennial budget for fiscal years 2023-2024; and

WHEREAS, the City Council approved ordinance No. 4934, which adopted amendments to the biennial budget for fiscal years 2023-2024; and

WHEREAS, Ch. 35A.34 RCW provides procedures for adopting, managing, and amending a biennial budget; and

WHEREAS, the City Manager has identified the need to make certain revisions to the 2023-2024 biennial budget; and

WHEREAS, the City Council has conducted a public hearing regarding the revisions to the 2023-2024 biennial budget on April 1, 2024; and

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made;

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. **2023-2024 Supplemental Budget.** The 2023-2024 biennial budget for the City of Ellensburg for the period January 1, 2023 through December 31, 2024, as authorized in Ordinance 4900 and previously amended in Ordinance 4923 and Ordinance 4934, is hereby amended as revised in attached Exhibits A and B, and are hereby appropriated for expenditure at the fund level during the 2023-2024 biennium.

Section 2. **Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. **Corrections.** Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. **Effective Date.** This ordinance, being an exercise of power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of the ordinance or a summary thereof consisting of the title.

The foregoing ordinance was passed and adopted at regular meeting of the City Council on this 15th day of April, 2023.

Mayor

Attest:

City Clerk

Approved as to form:

CITY ATTORNEY

PUBLISH:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4940 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, that Ordinance No. 4940 was published as required by law.

Beth Leader, City Clerk

Ordinance 4940- Exhibit A (Supplemental Budget Ordinance)					
City of Ellensburg					
2023 Budget Table - All Funds as Amended					
Fund/Department	Budgeted Beg Fund Balance	2023 Revenues	2023 Expenditures	Budgeted Ending Fund Balance	
Total General Fund	4,297,317	19,231,320	21,010,010	2,518,627	
Budgeted General Sub-Funds					
Economic Development	654,662	0	49,000	605,662	
Sales Tax	4,680,768	6,296,280	7,737,767	3,239,281	
Art Acquisitions	47,181	51,000	64,544	33,637	
COVID-19 Grants	5,024,069	0	2,543,740	2,480,329	
Library Trust	324,103	4,900	8,800	320,203	
Hal Holmes Trust	153,128	10,500	10,000	153,628	
Fire Relief & Pension Trust	707,337	199,737	191,909	715,165	
Total Budgeted General Sub-Funds	11,591,248	6,562,417	10,605,760	7,547,905	
Special Revenue Funds:					
Street	1,782,075	2,597,582	3,266,095	1,113,562	
Arterial Street	592,375	8,223,111	7,075,286	1,740,200	
Traffic Impact Fee	285,837	379,387	298,870	366,354	
Ellensburg Public Transit	3,511,760	3,340,585	2,694,984	4,157,361	
Criminal Justice	2,788,774	1,532,560	2,252,446	2,068,888	
Drug	29,403	3,100	22,385	10,118	
CATV Ops. and & Maint.	117,221	101,998	115,470	103,749	
CATV Capital	0	65,000	65,000	0	
Park Acquisitions	557,641	122,661	533,000	147,302	
Lodging Tax	911,672	690,000	357,313	1,244,359	
Affordable Housing	2,448,165	1,187,160	1,877,500	1,757,825	
Total Special Revenue Funds	13,024,923	18,243,144	18,558,349	12,709,718	
Debt Service Funds					
Capital Imprv. Debt	362,381	562,327	563,326	361,382	
2010 Maintenance Bond	87,215	187,003	188,003	86,215	
Library Bond Debt	82,018	1,799	83,817	0	
LID Guarantee Fund	140,785	0	0	140,785	
Total Debt Service Funds	672,399	751,129	835,146	588,382	
Capital Project Funds					
Field House	0	4,741,556	1,122,300	3,619,256	
Capital Imprv. Bond Projects	520,273	0	176,436	343,837	
Sidewalk Improvements	1,096,838	448,000	999,268	545,570	
Recreation Facilities	0	380,000	0	380,000	
Total Capital Project Funds	1,617,111	5,569,556	2,298,004	4,888,663	
Enterprise Funds					
Stormwater	1,087,297	2,074,943	1,943,114	1,219,126	
Stormwater Bond	1,165,638	0	1,165,638	0	
Telecommunications	346,794	1,114,150	1,161,630	299,314	
Gas	3,411,575	10,966,047	11,346,551	3,031,071	
Light	13,522,336	21,852,960	26,131,009	9,244,287	
Water	6,312,186	6,530,244	7,413,265	5,429,165	
Water Construction	3,254,792	0	1,972,000	1,282,792	
Sewer	7,555,399	8,330,355	8,612,175	7,273,579	
Total Enterprise Funds	36,656,017	50,868,699	59,745,382	27,779,334	
Internal Service Funds					
Shop & Equipment	8,959,502	2,707,688	2,629,433	9,037,757	
General Facilities	0	630,424	596,822	33,602	
Health Insurance	1,242,634	2,651,648	3,066,253	828,029	
Risk Management	1,451,037	688,102	973,193	1,165,946	
IT Fund	1,965,571	1,981,828	3,263,442	683,957	
GIS Fund	314,822	519,467	556,433	277,856	
Total Internal Service Funds	13,933,566	9,179,157	11,085,576	12,027,147	
Grand Total	\$81,792,581	\$110,405,422	\$124,138,227	68,059,776	

Ordinance 4940 - Exhibit B (Supplemental Budget Ordinance)					
City of Ellensburg					
2024 Budget Table - All Funds as Amended					
Fund/Department	Budgeted Beg Fund Balance	2024 Revenues	2024 Expenditures	Budgeted Ending Fund Balance	
Total General Fund	\$4,698,886	\$20,422,359	\$21,844,561	3,276,684	
Budgeted General Sub-Funds					
Art Acquisitions	56,853	51,000	59,000	48,853	
Economic Development	640,412	0	0	640,412	
Fire Relief & Pension Trust	805,323	190,737	255,986	740,074	
Hal Holmes Trust	174,693	10,500	10,000	175,193	
Library Trust	337,106	7,500	8,800	335,806	
Sales Tax	3,224,008	6,515,811	8,770,693	969,126	
SLFRF Grants	4,838,185	0	732,416	4,105,769	
Total Budgeted General Sub-Funds	10,076,580	6,775,548	9,836,895	7,015,233	
Special Revenue Funds:					
Affordable Housing	2,412,282	870,406	682,500	2,600,188	
Arterial Street	827,102	5,390,276	5,370,547	846,831	
CATV Capital	66,951	0	0	66,951	
CATV Ops. and & Maint.	109,136	100,198	110,529	98,805	
Criminal Justice	2,819,826	1,556,822	2,262,175	2,114,473	
Drug	28,425	3,100	5,000	26,525	
Ellensburg Public Transit	3,868,733	4,248,756	2,495,941	5,621,548	
Lodging Tax	1,320,169	687,000	366,066	1,641,103	
Park Acquisitions	253,108	102,261	0	355,369	
Street	1,921,139	3,017,122	3,778,331	1,159,930	
Traffic Impact Fee	452,962	372,387	632,634	192,715	
Total Special Revenue Funds	14,079,833	16,348,328	15,703,723	14,724,438	
Debt Service Funds					
Capital Imprv. Debt	362,380	562,327	563,326	361,381	
2010 Maintenance Bond	87,815	187,003	188,003	86,815	
LID Guarantee Fund	147,508	0	0	147,508	
Total Debt Service Funds	597,703	749,330	751,329	595,704	
Capital Project Funds					
Capital Imprv. Bond Projects	404,141	0	0	404,141	
Field House	4,877,900	0	0	4,877,900	
Recreation Facilities	389,182	380,000	760,000	9,182	
Sidewalk Improvements	555,127	422,053	586,000	391,180	
GF Cap Projects	116,203	0	0	116,203	
Total Capital Project Funds	6,342,553	802,053	1,346,000	5,798,606	
Enterprise Funds					
Gas	3,053,638	12,881,248	13,278,067	2,656,819	
Light	14,716,469	21,752,965	26,550,016	9,919,418	
Sewer	8,075,685	6,923,113	12,315,830	2,682,968	
Stormwater	1,275,032	3,768,287	3,657,841	1,385,478	
Stormwater Bond	79,130	0	0	79,130	
Telecommunications	431,946	410,324	372,413	469,857	
Water	7,413,751	6,555,464	8,166,753	5,802,462	
Water Construction	1,883,660	0	1,883,588	72	
Total Enterprise Funds	36,929,311	52,291,401	66,224,508	22,996,204	
Internal Service Funds					
General Facilities	34,051	635,209	557,717	111,543	
GIS Fund	435,666	309,244	468,844	276,066	
Health Insurance	1,229,031	3,047,821	2,703,393	1,573,459	
IT Fund	2,108,472	2,887,810	3,747,368	1,248,914	
Risk Management	1,736,766	688,102	1,209,023	1,215,845	
Shop & Equipment	9,873,720	2,812,252	3,149,688	9,536,284	
Total Internal Service Funds	15,417,706	10,380,438	11,836,033	13,962,111	
Grand Total	\$88,142,572	\$107,769,457	\$127,543,049	\$68,368,980	



Meeting Date: April 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Public Hearing (Legislative) to Consider Annexation of 10
Parcels and First Reading of Ordinance 4941 Approving the
Annexation (Public Comment Opportunity)

Submitted by: Jeremy Johnston, Planning Manager

Department: Community Development

Suggested Motion/Action:

Approve the Calaway annexation proposal and perform the first reading of Ordinance 4941 annexing parcels 166133, 118133, 118836, 278836, 108836, 288133, 850836, and 278133 with a Light Industrial zoning designation and parcels 919333 and 639333 with a Commercial Highway zoning designation.

Background/Summary:

The Community Development Department received a notice of intent to commence annexation of parcels 166133, 118133, 118836, 278836, 108836, 288133, 850836, and 278133 on January 24, 2024 (Exhibit 1). Three of the parcels are privately owned by the applicant, Jeff and Valerie Calaway, and the five remaining parcels are owned by the applicant's business, Calaway Trading Inc. The owners' signature represented 100% of the total assessed property value.

To avoid creating unnecessary unincorporated islands within the Ellensburg UGA, Community Development staff added the following parcels to the annexation proposal: 919333 owned by Kristin Gibson and 639333 owned by Tom Luft. Staff notified the owners of these parcels of the City's intention to include their properties in this annexation proposal. Staff subsequently received letters from each of the additional parcel owners stating that they do not contest the annexation (Exhibit 7).

All parcels listed are located off of W Dolarway Road. The final proposal includes ten (10) parcels with multiple property owners. The eight (8) original parcels proposed for annexation and owned by the applicant represent more than 96% of the total assessed valuation of the ten (10) parcels. This exceeds the 60% valuation requirement under RCW 35A.14.120. No annexation of right-of-way (ROW) is proposed in this request, as all existing adjacent ROW is already in City jurisdiction.

The original Intention to Annex application only included parcel 166133 and was submitted on December 21, 2023. An amended Intention to Annex application was submitted for parcels 166133, 118133, 118836, 278836, 108836, 288133, 850836, and 278133 on January 24, 2024 (Exhibit 1) following discussion with Community Development staff. Two additional properties, parcel 919333 owned by Kristen Gibson and parcel 639333 owned by Tom Luft, were added to the proposal by City staff to avoid the creation of unincorporated

islands.

The initial meeting with Council was held on February 5, 2024, and Council unanimously determined the following: accept the proposed annexation as geographically proposed in the notice of intent; require the simultaneous adoption of Light Industrial (I-L) zoning for the original eight (8) parcel and Commercial Highway (C-H) zoning for the two (2) added parcels (919333 and 639333); and require the proportional assumption of existing City indebtedness by the area.

Following City Council's determination to accept the annexation proposal, a petition for annexation (Exhibit 2) was filed with the Kittitas County Assessor. On February 23, 2024, the Assessor determined the petition for annexation to be sufficient with regard to legal description and corresponding owners of record (Exhibit 6).

On March 14, 2024, the Planning Commission held a public hearing to consider the annexation proposal. The public hearing was advertised in accordance with Chapter 15.220 ECC. The Planning Commission voted 4-0 to recommend approval of the annexation to the City Council. The Planning Commission recommended that parcels 166133, 118133, 118836, 278836, 108836, 288133, 850836, and 278133 be annexed into the City with a Light Industrial zoning designation (I-L). The Planning Commission recommended that parcels 919333 and 63933 be annexed into the City with a zoning designation of Commercial Highway (C-H).

This City Council public hearing was advertised in accordance with Chapter 15.220 ECC. This notice included posting of the site (Exhibit 10), publication in the Daily Record (Exhibit 9), and notification to property owners within 300 feet of the contiguous property boundaries (Exhibit 8). A decision to approve the annexation is implemented by ordinance, which may be given first reading at the conclusion of the Council's public hearing.

Previous Council Action:

City Council approved the Intent to Annex application to move forward on February 5, 2024.

Analysis:

The ten parcels proposed for annexation rest between I-90 and Dolarway Rd with several commercial uses to the west and city-owned property to the east and south. The northern border includes Dolarway Rd and various commercial uses. Four of the proposed parcels to be annexed are currently served by City utilities. Upon annexation, further development of the parcels not currently serviced by City utilities will necessitate connections to City utilities.

The Growth Management Act calls for logical growth patterns. Annexation of areas in the City's urban growth area is a valuable tool that will extend the City's land use regulations, assuring consistent and orderly growth through subdivision regulations, design standards, and other relevant regulations in the City's Land Development Code. The annexation of these parcels would be a logical extension of the City limits and ensure new development remains consistent with City standards.

Staff recommends Light Industrial (I-L) zoning for the eight original parcels (166133, 118133, 118836, 278836, 108836, 288133, 850836, and 278133) proposed to be annexed. These

parcels are designated as Light Industrial in the Comprehensive Plan Future Land Use Map (Exhibit 4). The Future Land Use- Zoning conversion table in the Comprehensive Plan prescribes I-L zoning as the only compatible zone (Exhibit 5).

Staff recommends Commercial Highway (C-H) zoning for the two additional parcels (919333, 639333) proposed to be annexed. These parcels are designated in the City of Ellensburg's Future Land Use Map as General Commercial and Services in the Comprehensive Plan (Exhibit 4). All surrounding City parcels within this Future Land Use Designation carry a Commercial Highway Zoning designation. The recommended Commercial Highway designation for parcels 939333 and 639333 would provide continuity with zoning in the area. The Future Land Use- Zoning conversion table in the Comprehensive Plan prescribes C-H zoning as a compatible zone (Exhibit 5).

Staff recommendations are consistent with the recommendations of the Planning Commission.

Financial Impact:

No additional street maintenance is anticipated as no ROW annexation is being proposed. Staff anticipates the annexation will result in approximately \$10,700 additional property tax revenue annually, based on the 2024 Taxable Value for each parcel.

Budget Adjustment: No

Attachments:

1. Exhibit 1-Amended Notice of Intent to Annex_1_24_2024
2. Exhibit 2 - Petition for Annexation P23-130 Calaway
3. Exhibit 3 - Calaway Annexation Expanded Boundary Map
4. Exhibit 4-Comprehensive Plan Future Land Use Map
5. Exhibit 5-Future Land Use - Zoning Conversion Table
6. Exhibit 6 - County Sufficiency Review P23-130 Calaway
7. Exhibit 7 - P23-130 Parcel 969333 and 639333 Request for Annexation Signatures
8. Exhibit 8 - Affidavit of Mailing P23-130 Calaway
9. Exhibit 9 - Affidavit of Publication
10. Exhibit 10 - P23-130 Affid of Posting CC
11. Ordinance 4941

P23-130

	Notice of Intention to Annex	RECEIVED JAN 24 2024 PF-04 FORM
	Community Development Department 501 N. Anderson, Ellensburg, WA 98926 (509) 962-7239 (Building) (509) 962-7231 (Planning) permits@ci.ellensburg.wa.us	

NOTICE OF INTENTION TO COMMENCE ANNEXATION TO THE CITY OF ELLENSBURG, WASHINGTON

TO: THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON

The undersigned, representing the ownership of more than ten percent of the acreage of the real property for which annexation is sought, as more particularly described below, hereby gives notice to the City Council of the City of Ellensburg, Washington, of their intent to commence annexation proceedings.

The City Council of the City of Ellensburg is hereby requested to set a date not later than 60 days after the date this NOTICE OF INTENTION is filed with the Community Development Department for a meeting with the initiating party to determine whether the city will accept, reject, or geographically modify the proposed annexation, whether it will require the simultaneous adoption of a proposed zoning regulation, and whether it will require the assumption of all or any portion of existing city indebtedness by the area sought to be annexed.

Information regarding real property for which annexation is sought:

2106 W Dolarway Rd,	Ellensburg, WA 98926
(Street address of property)	(City, State, Zip Code)
Parcel Numbers: 166133 (24.16 acres), 118133 (17.43 acres), 278133 (9.37 acres), 288133 (35.56 acres), 118836 (.91 acres), 278836 (.35 acres), 108836 (.19 acres), & 850836 (.78 acres), all per Kittitas County Assessors Database.	
	Total Acreage: 88.75 acres
(Parcel Number)	(Acreage)

See Attachments for supporting information
(Legal)

Respectfully submitted:

	Jeff & Valerie Calaway & Calaway Trading Inc.
(Signature of Initiator of Annexation)	(Printed Name of Initiator of Annexation)

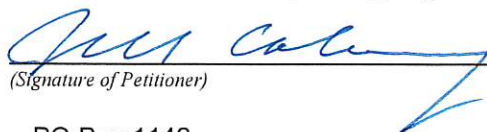
PO Box 1142	Ellensburg, WA 98926
(Petitioner's Address)	(City, State, Zip Code)

509-607-6007 (Jeff Calaway)	1-24-24
(Phone number)	(Date Signed)

Note: amendment to original application to include additional parcels per City of Ellensburgs request.

**** List this same information for all signers representing the ownership of at least 10% of the most recent assessed valuation of the real property for which annexation is sought. Attach additional sheets, as necessary.**

**** Provide a location map identifying the area you are requesting to be annexed.**


(Signature of Petitioner)

Jeff Calaway, Calaway Trading Inc.

(Printed Name of Petitioner)

PO Box 1142,
(Petitioner's Address)

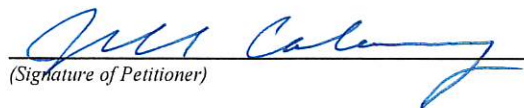
Ellensburg, WA 98926

(City, State, Zip Code)

509-607-6007
(Phone number)

1-24-24

(Date Signed)


(Signature of Petitioner)

Jeff Calaway

(Printed Name of Petitioner)

PO Box 1142
(Petitioner's Address)

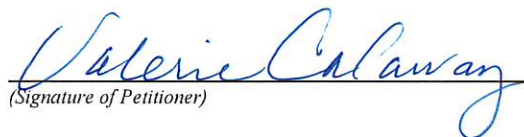
Ellensburg WA 98926

(City, State, Zip Code)

(Phone number)

1-24-24

(Date Signed)


(Signature of Petitioner)

Valerie Calaway

(Printed Name of Petitioner)

PO Box 1142
(Petitioner's Address)

Ellensburg WA 98926

(City, State, Zip Code)

(Phone number)

1-24-24

(Date Signed)

(Signature of Petitioner)

(Printed Name of Petitioner)

(Petitioner's Address)

(City, State, Zip Code)

(Phone number)

(Date Signed)

(Signature of Petitioner)

(Printed Name of Petitioner)

(Petitioner's Address)

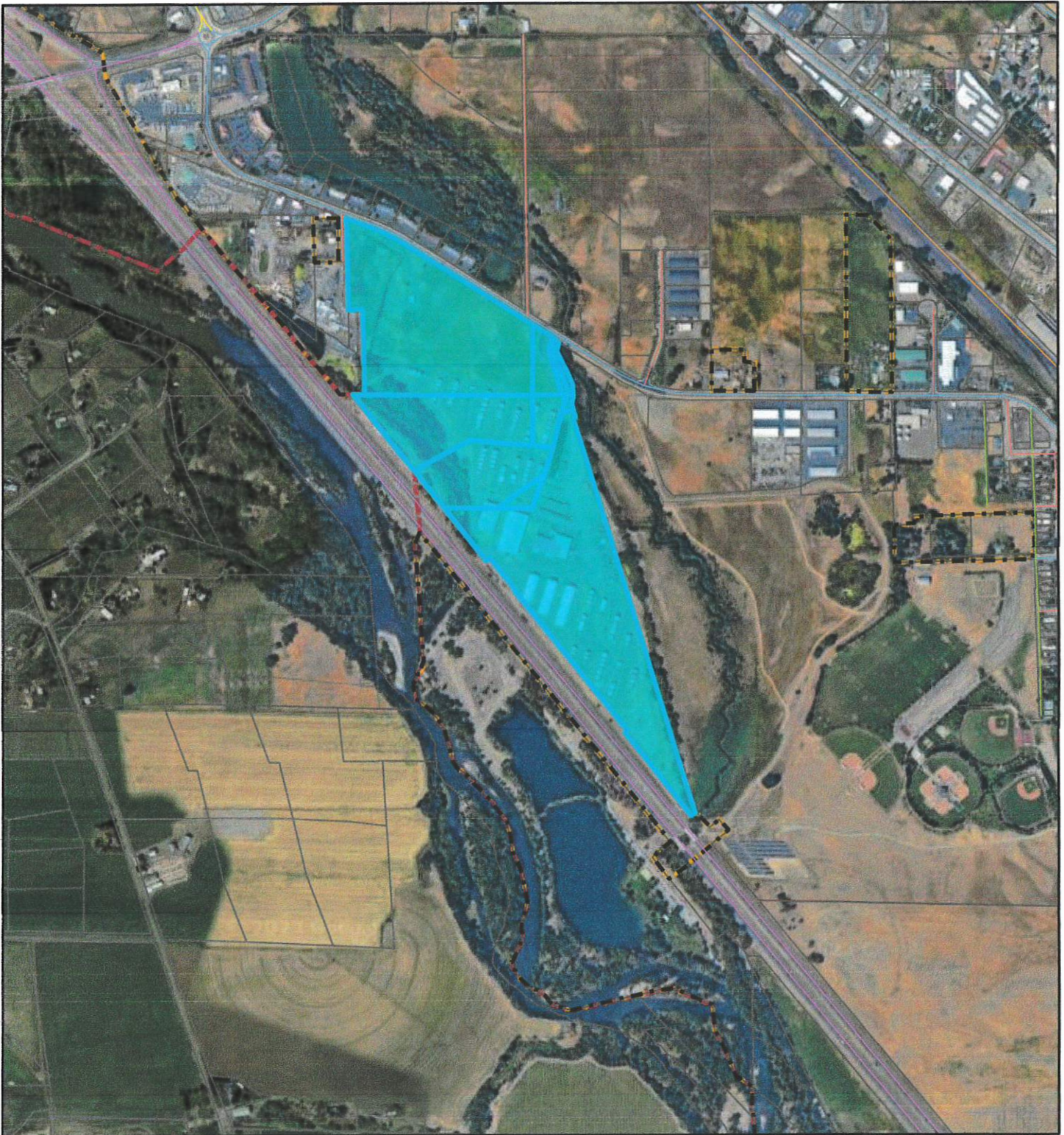
(City, State, Zip Code)

(Phone number)

(Date Signed)

Calaway Annexation

P23-130



12/28/2023, 9:40:15 AM

Road Classifications

- Road
- Major Arterial
- Alley
- US Interstate
- Railroad
- US Highway
- Road Names
- City Limits
- Urban Growth Area

County Parcels
City Limits
Urban Growth Area
Parcels

COE GIS, Google Maps

1:18,056
0 0.1 0.2 0.4 mi
0 0.15 0.3 0.6 km

JAN 24 2024

COMMUNITY DEVELOPMENT

P23-130

RECEIVED

JAN 24 2024

COMMUNITY DEVELOPMENT

Calaway Annexation Legal Description of Parcels

Parcel # 166133

ACRES 24.16; PTN SW1/4 & PTN SE1/4 SEC 34 & PTN NE1/4 SEC 03(TRACT 1, B46/P27-29); SEC 34, TWP 18, RGE 18

Parcel #118133

ACRES 17.43; PTN SW1/4 & NE1/4 SEC 03 & PTN SW1/4 SEC 34 (TRACT 2, B46/P27-29); SEC 03, TWP 17, RGE 18

Parcel # 278133

ACRES 9.37, CD 7947; SEC 3; TWP 17; RGE 18; PTN NW1/4 NW1/4; PTN GOV LOTS 3 & 4; LESS 4.60@ I-90

Parcel # 288133

ACRES 35.56, CD. 7944-A; SEC. 3; TWP. 17; RGE. 18; PTN. NW1/4, PTN. SW1/4;

Parcel # 118836

ACRES 0.91; PTN SE1/4 SEC 34 & PTN NE1/4 SEC 03 (TRACT 3, B46/P27-29); SEC 34, TWP 18, RGE 18

Parcel # 278836

ACRES .35, CD.#8932-1; SEC. 34; TWP. 18; RGE. 18; PTN. SE1/4 SW1/4 (PTN. PARCEL C, SURVEY #513568)

Parcel # 108836

ACRES .19, CD.#7939-1; SEC. 3; TWP. 17; RGE. 18; PTN. NE1/4 NW1/4 (P TN. PARCEL C, SURVEY #513568)

Parcel # 850836

ACRES .78, CD.#7947-1; SEC. 03; TWP. 17; RGE. 18; PTN. NW1/4 (PARCEL B, SURVEY#513568)



Petition For Annexation

PF-02
FORM

Community Development Department

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

PETITION FOR ANNEXATION TO THE CITY OF ELLENSBURG, WASHINGTON

TO: The City Council
City of Ellensburg
501 North Anderson
Ellensburg, Washington

WE, the undersigned, being the owners of not less than sixty percent in value (according to the assessed valuation for general taxation), of the real property described on Exhibit "A" attached hereto, lying contiguous to the City of Ellensburg, Washington, do hereby petition that such territory be annexed to and made a part of the City of Ellensburg under the provisions of RCW 35A.14.120, et seq., and any amendments thereto, of the State of Washington.

The territory proposed to be annexed is within Kittitas County, Washington, and is described in Exhibit "A", attached hereto.

WHEREFORE, the undersigned respectively petition the Honorable City Council and ask:

(a) That appropriate action be taken to entertain this petition, fixing a date for a public hearing, causing notice to be published and posted, specifying the time and place of such hearing, and inviting all persons interested to appear and voice approval or disapproval of such annexation; and

(b) That following such hearing, the City Council determine by Ordinance that such annexation shall be effective; and that property so annexed shall become a part of the City of Ellensburg, Washington, subject to its laws and ordinances then and thereafter in force.

The Petitioners subscribing hereto agree "...that all property within the territory hereby sought to be annexed shall be assessed and taxed at the same rate and on the same basis as property within the City of Ellensburg for any now outstanding indebtedness of said City, including assessments or taxes in payments of any bonds issued or debts contracted, prior to or existing at the date of annexation, and that simultaneous adoption of proposed zoning regulations be required" in accordance with the requirements of the City Council of said City, and as quoted herein from the minute entry of the records of said City Council meeting of _____.

This petition is accompanied and has attached hereto as Exhibit "B" a diagram, which outlines the boundaries of the property sought to be annexed.

These pages are a group of pages containing an identical text and prayer intended by the signers of this petition to be presented and considered as one petition and may be filed with other pages containing additional signatures which cumulatively may be considered as a single petition.

WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he is not a legal voter, or signs a petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

PRAYER OF PETITION: (1) Annexation of area described in Exhibits "A" and "B", and (2) Assumption of indebtedness of the City of Ellensburg, and (3) Adoption of the City of Ellensburg Comprehensive Zoning Plan.



OWNER'S SIGNATURE

PO Box 1142, Ellensburg WA 98926
ADDRESS

Jeff Calaway (Calaway Trading Inc.)
PRINTED NAME

1-24-24
DATE SIGNED

➤ 

OWNER'S SIGNATURE

PO Box 1142, Ellensburg WA 98926
ADDRESS

Jeff Calaway
PRINTED NAME

1-24-24
DATE SIGNED

➤ 

OWNER'S SIGNATURE

PO Box 1142, Ellensburg WA 98926
ADDRESS

Valerie Calaway
PRINTED NAME

1-24-24
DATE SIGNED

➤

OWNER'S SIGNATURE

ADDRESS

PRINTED NAME

DATE SIGNED

➤

OWNER'S SIGNATURE

ADDRESS

PRINTED NAME

DATE SIGNED

Calaway Annexation Legal Description of Parcels

Parcel # 166133

ACRES 24.16; PTN SW1/4 & PTN SE1/4 SEC 34 & PTN NE1/4 SEC 03(TRACT 1, B46/P27-29); SEC 34, TWP 18, RGE 18

Parcel #118133

ACRES 17.43; PTN SW1/4 & NE1/4 SEC 03 & PTN SW1/4 SEC 34 (TRACT 2, B46/P27-29); SEC 03, TWP 17, RGE 18

Parcel # 278133

ACRES 9.37, CD 7947; SEC 3; TWP 17; RGE 18; PTN NW1/4 NW1/4; PTN GOV LOTS 3 & 4; LESS 4.60@ 1-90

Parcel # 288133

ACRES 35.56, CD. 7944-A; SEC. 3; TWP. 17; RGE. 18; PTN. NW1/4, PTN. SW1/4;

Parcel # 118836

ACRES 0.91; PTN SE1/4 SEC 34 & PTN NE1/4 SEC 03 (TRACT 3, B46/P27-29); SEC 34, TWP 18, RGE 18

Parcel # 278836

ACRES .35, CD.#8932-1; SEC. 34; TWP. 18; RGE. 18; PTN. SE1/4 SW1/4 (PTN. PARCEL C, SURVEY #513568)

Parcel # 108836

ACRES .19, CD.#7939-1; SEC. 3; TWP. 17; RGE. 18; PTN. NE1/4 NW1/4 (P TN. PARCEL C, SURVEY #513568)

Parcel # 850836

ACRES .78, CD.#7947-1; SEC. 03; TWP. 17; RGE. 18; PTN. NW1/4 (PARCEL B, SURVEY#513568)

Additional parcels added to proposal under RCW 35A.14.120

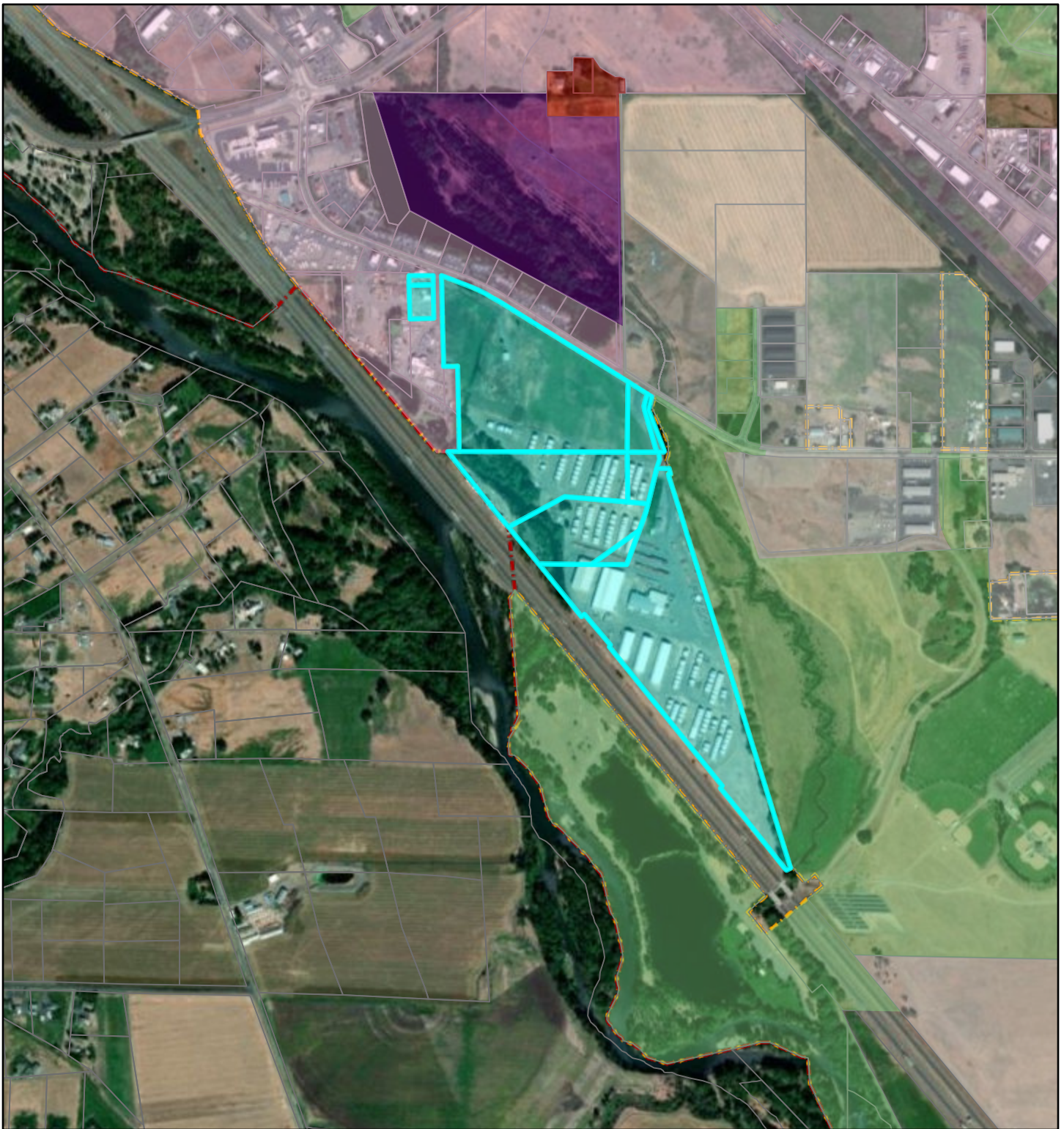
Parcel # 919333

ACRES 1.00, CD. 8894; SEC. 33; TWP. 18; RGE. 18; SE1/4 SE1/4 TAX NO. 21

Parcel # 639333

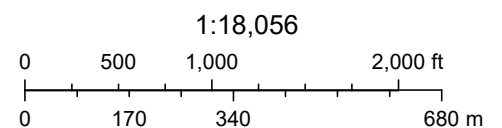
ACRES .24, CD. 8895; SEC. 33; TWP. 18; RGE. 18; SE1/4 SE1/4 TAX NO. 23 & PTN S1/2 VAC CASCADE RD

Annexation Expanded Boundary Map



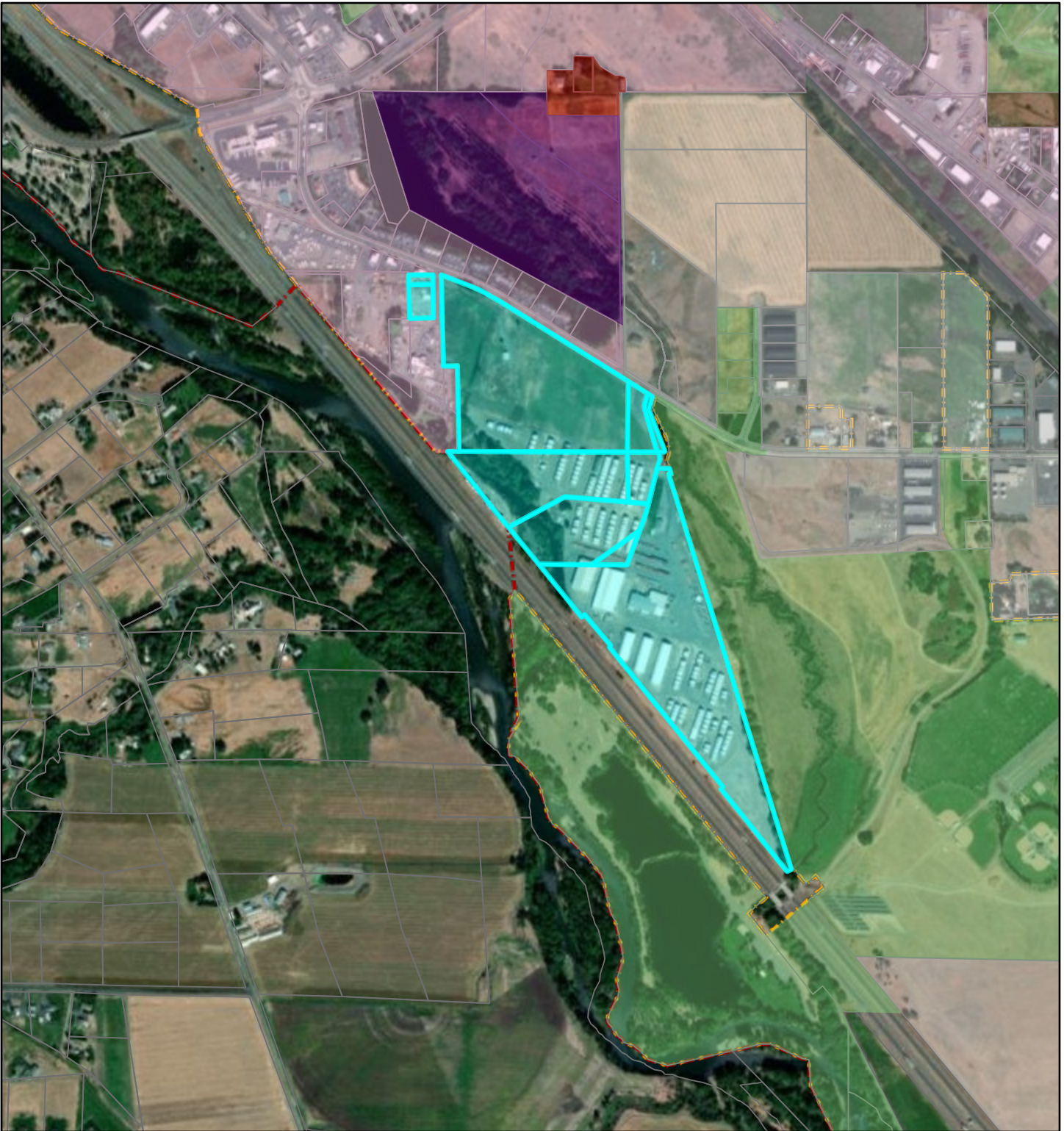
2/5/2024, 4:02:07 PM

Road Names	CH	U-INC
Zoning	MHP	<all other values>
RS	IL	County Parcels
RM	IH	City Limits
PUD	PR	Urban Growth Area



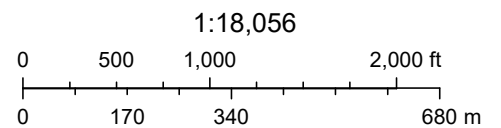
COE GIS, Maxar

Annexation Expanded Boundary Map



2/5/2024, 4:02:07 PM

Road Names		CH	U-INC
Zoning		MHP	<all other values>
	RS	IL	County Parcels
	RM	IH	City Limits
	PUD	PR	Urban Growth Area



COE GIS, Maxar

Figure 1. Future Land Use Map

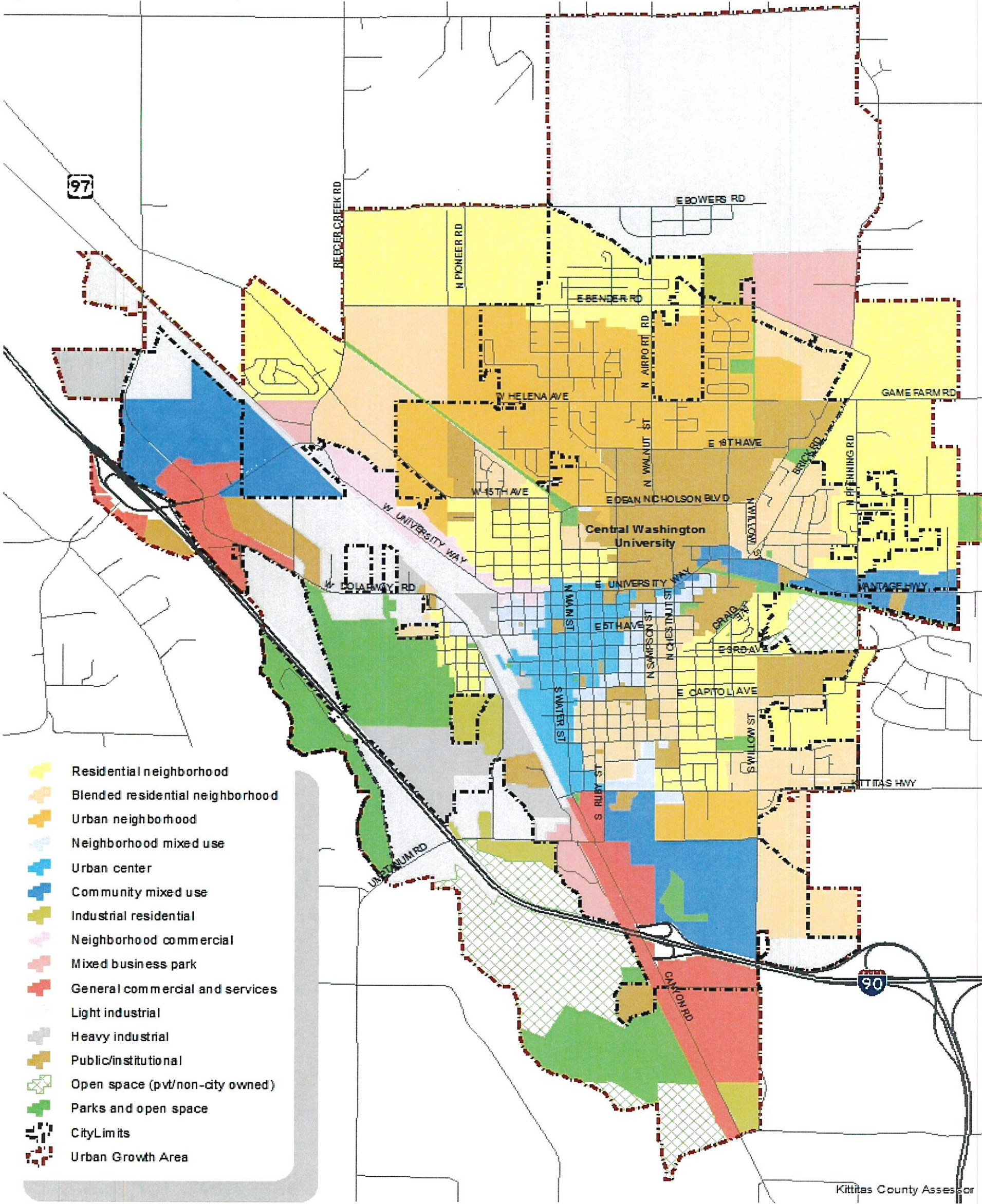
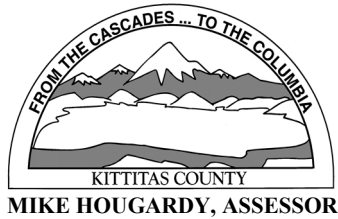


Exhibit 5

Table 7. Future Land Use- Zoning Conversion Table	
Future Land Use	Zoning Options
Residential Neighborhood	Residential Suburban (R-S)
	Residential Low (R-L)
	Residential Medium (R-M)
	Residential High (R-H)
	Residential Office (R-O)
	Commercial Neighborhood (C-N)
Blended Residential Neighborhood	Residential Low (R-L)
	Residential Medium (R-M)
	Residential High (R-H)
	Commercial Neighborhood (C-N)
Urban Neighborhood	Residential High (R-H)
	Residential Office (R-O)
	Commercial Neighborhood (C-N)
Neighborhood Mixed Use	Residential Medium (R-M)
	Residential High (R-H)
	Residential Office (R-O)
	Commercial Neighborhood (C-N)
Community Mixed Use	Residential Medium (R-M)
	Residential High (R-H)
	Residential Office (R-O)
	Neighborhood Center (NCMU)
	Regional Center Mixed Use (RCMU)
	Commercial Highway (C-H)
Neighborhood Commercial	Commercial Neighborhood (C-N)
	Residential Office (R-O)
Mixed Business Park	Industrial Light (I-L)
	Commercial Highway (C-H)
	Regional Center Mixed Use (RCMU)
Urban Center	Central Commercial (C-C)
	Central Commercial II (C-CII)
General Commercial and Services	Commercial Highway (C-H)
Light Industrial	Industrial Light (I-L)
Heavy Industrial	Industrial Heavy (I-H)
Industrial Residential	Industrial Light (I-L)
Public Institutional	Public Reserve (P-R)
Open Space (Private)	Public Reserve (P-R)
Parks and Open Space (Public)	Public Reserve (P-R)



Kittitas County Assessor

205 W 5th Avenue, Suite 101 • Ellensburg, WA 98926-2887

Phone (509) 962-7501

Upper County Toll-Free 674-2584

www.co.kittitas.wa.us/assessor

February 23, 2024

City of Ellensburg
Community Development Department
Attn: Jeremy Johnston
501 N Anderson St
Ellensburg WA 989256

RE: Proposed Annexation Petition, P23-130 Calaway

Parcels: 166133; 118133; 278133; 288133; 118836; 278836; 108836; 850836; 919333; 639333

To whom it may concern,

I, Mike Hougardy, as Assessor of Kittitas County, Washington, Hereby Certify that the parcels legally described and mapped in the proposed annexation, P23-130 received by this office February 7th, 2024, have been verified regarding legal description and corresponding owner of record.

Please feel free to contact me if I can be of any further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Hougardy", is written over a light blue horizontal line.

Mike Hougardy
Kittitas County Assessor

Emailed: Jeremy Johnston 2-23-2024

**COMMUNITY DEVELOPMENT DEPARTMENT**

501 N. Anderson St., Ellensburg WA 98926

Land Use Permitting (509) 962-7231 comdev@ci.ellensburg.wa.us
Construction Permitting (509) 962-7239 permits@ci.ellensburg.wa.us**RECEIVED**

FEB 15 2024

COMMUNITY DEVELOPMENT

February 6, 2024

Kristin A Gibson
1221 Thorp Hwy S
Ellensburg, WA 98926

RE: Annexation into City of Ellensburg

Dear Mrs. Gibson:

On January 24, 2024, Jeff and Valerie Calaway, submitted a Notice of Intention to Annex in the city limits of Ellensburg. City Council reviewed the Notice of Intention to Annex at the February 5, 2024, council meeting and approved the suggested boundary that included two additional parcels. Staff suggested the boundaries of the annexation be expanded to include the additional two parcels as a logical extension of the City and to eliminate islands of unincorporated areas within the Urban Growth Area boundaries. A map of the suggested boundary has been enclosed.

Your property (parcel 919333) was among the additional suggested parcels to be annexed. Below is a prepared form you can sign and return to the address or email address in the letterhead if you support the annexation proposal. Please note that under RCW 35A.14.120, the City can choose to pursue annexation of your property without this written consent. There will be public hearings throughout the annexation process that includes the opportunity for public comment. You will receive a Notice of Public Hearing via mail when these hearings have been scheduled.

If you have questions, please do not hesitate to contact me at johnstonj@ci.ellensburg.wa.us or 509-962-7232.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Johnston", is written over a horizontal line.

Jeremy Johnston
Planning Manager

Encl (1)

cc: P23-130 Calaway Annexation Expanded Map

Jeremy Johnston
Community Development Department
501 N Anderson Street
Ellensburg, WA 98926



RE: Petition to Commence Annexation to the City of Ellensburg

Mr. Johnston:

I own tax parcel number 919333, which is included on the map of the potential annexation area I have received from the City.

My property is currently in the City's designated Urban Growth Area and is eligible for annexation to the City of Ellensburg.

I request that the City commence the process needed to have the Ellensburg City Council consider annexation of my property as referred to above.

Very Truly Yours,

Kristin Gibson Kristin Gibson 2/12/24
Property Owner Signature Printed Name Date

Property Owner Signature Printed Name Date

P23-130

Jeremy Johnston
Community Development Department
501 N Anderson Street
Ellensburg, WA 98926



RE: **Petition to Commence Annexation to the City of Ellensburg**

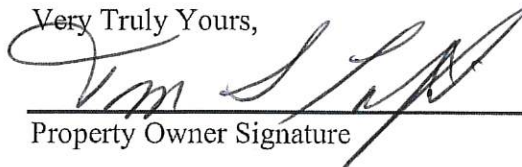
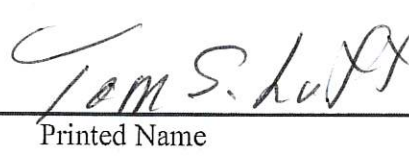
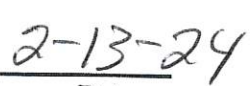
Mr. Johnston:

I own tax parcel number 639333, which is included on the map of the potential annexation area I have received from the City.

My property is currently in the City's designated Urban Growth Area and is eligible for annexation to the City of Ellensburg.

I request that the City commence the process needed to have the Ellensburg City Council consider annexation of my property as referred to above.

Very Truly Yours,

		
Property Owner Signature	Printed Name	Date

Property Owner Signature	Printed Name	Date
--------------------------	--------------	------

EAST RETINA REAL ESTATE LLC
22232 17TH AVE SE SUITE 308
BOTHELL, WA 98021

LUFT TRAILER SALES INC
907 HIBBS RD
ELLENSBURG, WA 98926

CALAWAY TRADING INC
PO BOX 1142
ELLENSBURG, WA 98926-1901

GIBSON, KRISTIN A
1221 THORP HWY S
ELLENSBURG, WA 98926-8010

MJF INVESTMENTS LLC
6280 BADGER POCKET RD
ELLENSBURG, WA 98926-8698

CONFEDERATED TRIBES AND BANDS
PO BOX 1158
TOPPENISH, WA 98948-0137

CALAWAY, JEFF & VALERIE
PO BOX 1142
ELLENSBURG, WA 98926-1901

M&B DOLARWAY LLC
208 W 9TH AVE STE 5
ELLENSBURG, WA 98926-2480

RODEO CITY INVESTMENTS LLC
41 BYNUM RD
ELLENSBURG, WA 98926

CITY OF ELLENSBURG
501 N ANDERSON ST
ELLENSBURG, WA 98926-3147

VALLEY VISION ASSOC
2201 DOLARWAY RD
ELLENSBURG, WA 98926

KITTITAS COUNTY CONSERVATION
DISTRICT
2211 W DOLARWAY RD STE 4
ELLENSBURG, WA 98926-8227

LUFT, TOM ETUX
907 N HIBBS RD
ELLENSBURG, WA 98926

P23-130
CERTIFICATE OF TRANSMITTAL

On this day, the undersigned sent to
the addressee(s) the original
document(s) by U.S. Mail.

I certify under penalty of perjury
under the laws of the State of WA
that the forgoing is true and correct.

Date *3/14/24*

Signed *Wally Boots*



COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St., Ellensburg WA 98926

Land Use Permitting (509) 962-7231 comdev@ci.ellensburg.wa.us

Construction Permitting (509) 962-7239 permits@ci.ellensburg.wa.us

March 14, 2024

RE: Notice of two Open Record Public Hearings for Annexation request, case # P23-130, submitted by Jeff and Valerie Calaway.

NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold two open record public hearings on **Monday, April 1, 2024 at 7:00 pm and Monday, May 6, 2024 at 7:00pm** remotely via zoom and in person, to consider an annexation request (P23-130) submitted by Jeff and Valerie Calaway., property owners. The annexation proposal includes parcel numbers 166133, 118133, 118836, 278836, 108836, 288133, 850836, 278133, 919333, and 639333 into the City of Ellensburg. Consistent with Ellensburg City Code and the Ellensburg Comprehensive Plan, upon annexation eight of the parcels will be zoned Light Industrial. The remaining two parcels, 919333 and 639333, will be zoned Commercial Highway. The submitted application and related documents are available for review online at <https://ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects> or at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, WA. Anyone wishing to receive a copy of the annexation request is invited to call (509) 962-7232.

Project Location: The parcels are located off of Dolarway Rd, Ellensburg, Washington 98926. Kittitas County Assessor's Parcel Numbers 166133, 118133, 118836, 278836, 108836, 288133, 850836, 278133, 919333, and 639333.

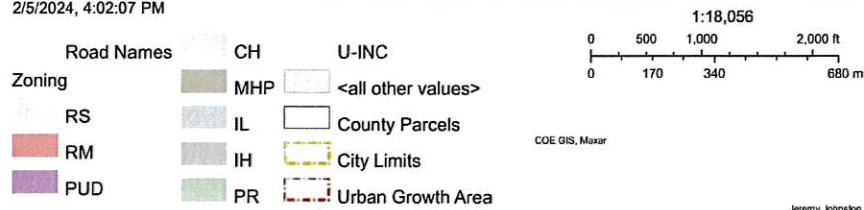
NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in this remote meeting by contacting staff. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing. Written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email at johnstonj@ci.ellensburg.wa.us. **To be considered during the public hearing, written comments must be submitted by 5:00 pm on Monday, April 1, 2024 for the first hearing and by 5:00 pm on Monday, May 6, 2024 for the second hearing.**

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. A "Request for Accommodation" form may be obtained from City Clerk Beth Leader (First Floor - City Hall) or by calling 509-925-8614.

Annexation Expanded Boundary Map



2/5/2024, 4:02:07 PM



Hexagon, WaTech, Kittitas County GIS | Kittitas County Public Works | COE GIS | Kittitas County Auditor | Ever Community Maps Contributors, City Of Ellensburg GIS, City of Yakima, County of

If you have any questions regarding this matter, please contact me at 509-962-7232 or via the e-mail listed above.

Sincerely,

Jeremy Johnston
Planning Manager
johnstonj@ci.ellensburg.wa.us



ADVERTISING PROOF

401 N Main St,
 Ellensburg, WA 98926
Ph. (509) 204-8237 **Fax:** (907) 452-5054

BILLING DATE:	ACCOUNT NO:
03/13/24	50080

CITY OF ELLENSBURG-CITY CLERK
 501 N. ANDERSON
 ELLENSBURG, WA 98926

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
491379	N/PUBLIC HEARING ANN	03/14/24	03/14/24	2	\$134.24

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount
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Discount: **\$0.00**
 Surcharge: **\$0.00**
 Credits: **\$0.00**

Gross: **\$134.24**
 Paid Amount: **\$0.00**

Amount Due: **\$134.24**

We Appreciate Your Business!

**NOTICE OF A PUBLIC HEARING
ANNEXATION REQUEST**

NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold two open record public hearings on **Monday, April 1, 2024 at 7:00 pm and Monday, May 6, 2024 at 7:00pm** remotely via zoom and in person, to consider an annexation request (P23-130) submitted by Jeff and Valerie Calaway., property owners. The annexation proposal includes parcel numbers 166133, 118133, 118836, 278836, 108836, 288133, 850836, 278133, 919333, and 639333 into the City of Ellensburg. Consistent with Ellensburg City Code and the Ellensburg Comprehensive Plan, upon annexation eight of the parcels will be zoned Light Industrial. The remaining two parcels, 919333 and 639333, will be zoned Commercial Highway. The submitted application and related documents are available for review online at <https://ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects> or at the City of Ellensburg Community Development Department, 501 North Anderson Street, Ellensburg, WA. Anyone wishing to receive a copy of the annexation request is invited to call (509) 962-7232.

Project Location: The parcels are located off of Dolarway Rd, Ellensburg, Washington 98926. Kittitas County Assessor's Parcel Numbers 166133, 118133, 118836, 278836, 108836, 288133, 850836, 278133, 919333, and 639333.

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in this remote meeting by contacting staff. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing. Written comments may be filed with the Community Development Department, 501 North Anderson Street, or via email at johnstonj@ci.ellensburg.wa.us. **To be considered during the public hearing, written comments must be submitted by 5:00 pm on Monday, April 1, 2024 for the first hearing and by 5:00 pm on Monday, May 6, 2024 for the second hearing.**

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. A "Request for Accommodation" form may be obtained from City Clerk Beth Leader (First Floor - City Hall) or by calling 509-925-8614.

PUBLISH: Daily Record: March 14, 2024 /
LEGAL #:491379



COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St., Ellensburg WA 98926

Land Use Permitting (509) 962-7231

comdev@ci.ellensburg.wa.us

Construction Permitting (509) 962-7239

permits@ci.ellensburg.wa.us

AFFIDAVIT OF POSTING

As per Revised Code of Washington (RCW) 35A.14.130, Ellensburg City Code requires that all public hearings pertaining to annexation requests shall have a notice posted in **three** publicly accessible places within the territory proposed for annexation. Per ECC 15.220.050, the following shall apply:

1. The posting of a weather-resistant sign posted on the subject property, visible to members of the public who may be passing on nearby public rights-of-way, and free from obstructions.
2. The responsibility for the posting of the sign shall be upon the project applicant.
3. The sign shall be at least two feet by three feet in size, have a written description of the proposal, include a site drawing which shows the proposed project, have the date listed when comments are due, and where comments are to be mailed.

DATE: March 13, 2024	PLANNER: Jeremy Johnston, Planning Manager
PROJECT NAME: Calaway Annexation	FILE NUMBER: P23-130

PLEASE COMPLETE THE FOLLOWING:

I, Jeff Calaway, certify that I am the landowner and/or authorized agent responsible for the posting of this land use project site and further certify that the site has been posted as required by Ellensburg City Code. I understand that the that the posting period begins immediately and ends after the ending of the appeal period on the final decision by the City Council and the sign(s) will be posted at the site until this time. **Please post the site and return this form to the Community Development Department in a timely manner.**

Jeff Calaway
Signature

3/13/ 2024
Date

Please return the above affidavit and a photograph of the posted sign(s) to Jeremy Johnston, Planning Manager, by email: johnstonj@ci.ellensburg.wa.us; Fax 509-962-8653; mail; or deliver to: Community Development Dept., City Hall, 501 N. Anderson St., Ellensburg, WA 98926.

Welcome To Ellensburg
Farmers Market
May-October
Every Saturday
www.ellensburgwa.com

LAND USE ACTION

NOTICE OF PUBLIC HEARING FOR AN ANNEXATION REQUEST

NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold open-house public hearings on Monday, April 1, 2024, at 7:30 pm and May 6, 2024 at 7:00 pm in the City Council Chambers, 501 N. Anderson St., to consider an annexation request (P23-130) submitted by property owner Jeff and Valerie Calvey to annex parcel E24 160131, 118022, 118023, 270224, 110526, 281715, 805206, and 271513 into the City of Ellensburg. City Council indicated 2 additional parcels in the proposal (210223 and E26522). Consistent with Ellensburg City Code and the Ellensburg Comprehensive Plan, upon annexation the 8 original parcels will be zoned Light Industrial (L-1) and the 2 additional parcels Commercial Highway (C-40). Written Comments: The public is encouraged to review and comment on the proposed project. Written comments must be received via email, or Community Development Office, by 5:00 pm on Monday, April 1, 2024 for the first hearing and by 5:00 pm on Monday, March 5, 2024 for the second hearing.

All interested persons may appear at the public hearing and be heard for or against the matter. Written comments must be received via email landuse@ellensburgwa.com, or Community Development Office, by 5:00 pm on Monday, April 1, 2024 for the first hearing and by 5:00 pm on Monday, March 5, 2024 for the second hearing.

Meeting Address: Community Development Dept., 501 N. Anderson St., Ellensburg, WA 98926.



Luft

SALES
TRAILER

ELLENSBURG, WA

LAND USE ACTION

NOTICE OF PUBLIC HEARING FOR AN ANNEXATION REQUEST

NOTICE IS HEREBY GIVEN that the City of Glenbury City Council will hold open house public hearings on **Monday, April 1, 2024, at 5:00 pm and May 6, 2024 at 7:00 pm** at the City Council Chambers, 321 W. Anderson St., to consider an annexation request (PUD-100) submitted by property owner Jeff and Valerie Coleman to annex parcel 006 100120, 110120, 110020, 270020, 000120, 200120, 000120, and 270120 into the City of Glenbury. City Council discussed 2 additional parcels in the proposal (270020 and 000020). Consistent with Glenbury City Code and the Glenbury Comprehensive Plan, upon annexation the 6 original parcels will be zoned "light industrial (L-1)" and the 2 additional parcels Commercial Highway (C-H). **Written Comments:** The public is encouraged to review and comment on the proposed project. Written comments must be received via email, or Community Development Office, by 5:00 pm on **Monday, April 1, 2024, for the first hearing and by 5:00 pm on Monday, May 6, 2024 for the second hearing.**



All interested parties may request a public hearing and be heard for or against the action. Written comments shall be received via email Development@glenbury.org, or Community Development Office, by 5:00 pm on **Monday, April 1, 2024**. To receive the application and the necessary City of Glenbury Community Development Department package, visit glenbury.org or call 800-451-2000.

Meeting Address: Community Development Dept., 321 W. Anderson St., Glenbury, NH 03040



Calawa
Ellen

For The Growing World™

LAND USE ACTION

NOTICE OF PUBLIC HEARING FOR AN ANNEXATION REQUEST

NOTICE IS HEREBY GIVEN that the City of Ellensburg City Council will hold two public hearings on Monday, April 1, 2024, at 7:00 pm and May 6, 2024, at 7:00 pm in the City Council Chambers, 501 N. Anderson St., to consider an annexation request (P23-130) submitted by property owner Jeff and Valerie Calawa to annex parcel C# 188133, 118133, 118036, 278036, 108036, 281133, 100036, and 279133 into the City of Ellensburg. City Council included 2 additional parcels in the proposed P18033 and 100036. Consistent with Ellensburg City Code and the Thompson Comprehensive Plan, upon annexation the 8 original parcels will be zoned Light Industrial (LI) and the 2 additional parcels C# 100036 and 279133 will be zoned Light Industrial (LI). The public is encouraged to review and comment on the proposed project. Written comments must be received via email, or Community Development Office, by 5:00 pm on Monday, April 1, 2024 for the first hearing and by 5:00 pm on Monday, March 8, 2024 for the second hearing.



All interested persons may appear at the public hearing and be heard for or against the matter. Written comments must be received via email PublicInformation@cityofellensburg.com, or Community Development Office, by 5:00 pm on Monday, April 1, 2024 for the first hearing and by 5:00 pm on Monday, March 8, 2024 for the second hearing. To receive the application and the documents used by the City of Ellensburg's Community Development Department, please contact the City of Ellensburg's Community Development Department at PublicInformation@cityofellensburg.com.

Meeting Address: Community Development Dept., 501 N. Anderson St., Ellensburg, WA 98926.

ORDINANCE NO. 4941

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON ANNEXING PARCELS 166133, 118133, 118836, 278836, 108836, 288133, 850836, 278133, 919333, and 639333 TO THE CITY OF ELLENSBURG, WASHINGTON, ASSIGNING COMMERCIAL HIGHWAY ZONING CLASSIFICATION TO PARCELS 919333 AND 639333 AND LIGHT INDUSTRIAL ZONING TO THE REMAINING PACELS, PROVIDING FOR THE PROPORTIONAL ASSUMPTION OF EXISTING CITY INDEBTEDNESS AND FIXING A TIME WHEN THE SAME SHALL BE EFFECTIVE.

WHEREAS, on January 24, 2024, the City of Ellensburg, Washington received a notice of intention to commence annexation proceedings pursuant to the “direct petition” method of RCW 35A.14.120 for parcels 166133, 118133, 118836, 278836, 108836, 288133, 850836, and 278133, as more fully described in Section 1 of this Ordinance and depicted in Exhibit A, attached hereto; and

WHEREAS, to eliminate an adjacent unincorporated island within the City of Ellensburg’s Urban Growth Area, Community Development Staff added two (2) adjacent parcels to the proposal. These parcel numbers include 919333 and 639333; and

WHEREAS, on February 5, 2024, the City Council of the City of Ellensburg, Washington held a public meeting with the annexation initiators pursuant to RCW 35A.14.120. and determined that the initiators could proceed to acquire a 60% petition for annexation pursuant to RCW 35A.14.120; and

WHEREAS, at its February 5, 2024 public meeting, the City Council set the annexation area by adding two (2) additional parcels, 919333 and 639333 to the annexation area to eliminate an adjacent unincorporated island with the City’s Urban Growth Area (UGA); and

WHEREAS, City Council further determined at the February 5, 2024 meeting that the two (2) added parcels, 919333 and 639333, would receive a Commercial Highway zoning designation, the remaining eight (8) parcels subject to annexation would be zoned Light Industrial, and all ten (10) parcels would assume the annexation area’s proportional share of City indebtedness; and

WHEREAS, the owners of not less than 60% in value, according to the assessed valuation for general taxation of the property hereinafter described, signed the petition pursuant to RCW 35A.14.120 for the annexation of said area to the City of Ellensburg, Washington; and

WHEREAS, the petition for annexation was certified as sufficient by the Kittitas County Assessor, on February 23, 2024. City staff determined that the petition signatures have a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area, in compliance with RCW 35A.01.040; and

WHEREAS, the City provided public notice of the petition for annexation and has provided an opportunity for comment thereon by all interested citizens at a duly called and noticed public hearing; and

WHEREAS, on March 14, 2024, pursuant to proper notice given in accordance with RCW 35A.14.130 and ECC 15.220, the Planning Commission conducted a public hearing on the proposed annexation, and following such hearing recommended City Council approve the annexation request as presented by staff; and

WHEREAS, on April 1, 2024 and May 6, 2024, pursuant to proper notice given in accordance with RCW 35A.14.130 and ECC 15.220, the City Council received and reviewed all of the documentation associated with this annexation proposal, conducted public hearings on the proposed annexation in accordance with RCW 35A. 14.140 and RCW 35A.14.330-.340, and following such hearings determined to effect the annexation of the territory described in Section 1 of this ordinance, finding that the petition for annexation met the applicable requirements, and that the best interests of the City of Ellensburg, Washington, will be served by the annexation and that it is appropriate to good government of the City of Ellensburg, Washington, and therefore accepted the petition for annexation pursuant to RCW 35A.14.120 and Chapter 15.360 of the Ellensburg City Code; and

WHEREAS, the territory described in Section 1 of this ordinance is contiguous to the City of Ellensburg, Washington and entirely within the City of Ellensburg Urban Growth Area established pursuant to RCW 36.70A.110,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Annexation. The following described parcels are hereby annexed to and made a part of the City of Ellensburg, Washington, to wit:

1. Parcel # 166133
ACRES 24.16; PTN SW1/4 & PTN SE1/4 SEC 34 & PTN NE1/4 SEC 03 (TRACT 1, B46/P27-29); SEC 34, TWP 18, RGE 18
2. Parcel #118133
ACRES 17.43; PTN SW1/4 & NE1/4 SEC 03 & PTN SW1/4 SEC 34 (TRACT 2, B46/P27-29); SEC 03, TWP 17, RGE 18
3. Parcel # 278133
ACRES 9.37, CD 7947; SEC 3; TWP 17; RGE 18; PTN NW1/4 NW1/4; PTN GOV LOTS 3 & 4; LESS 4.60@ 1-90
4. Parcel # 288133

ACRES 35.56, CD. 7944-A; SEC. 3; TWP. 17; RGE. 18; PTN. NW1/4, PTN. SW1/4;

5. Parcel # 118836
ACRES 0.91; PTN SE1/4 SEC 34 & PTN NE1/4 SEC 03 (TRACT 3, B46/P27-29); SEC 34, TWP 18, RGE 18
6. Parcel # 278836
ACRES .35, CD. #8932-1; SEC. 34; TWP. 18; RGE. 18; PTN. SE1/4 SW1/4 (PTN. PARCEL C, SURVEY #513568)
7. Parcel # 108836
ACRES .19, CD. #7939-1; SEC. 3; TWP. 17; RGE. 18; PTN. NE1/4 NW1/4 (P TN. PARCEL C, SURVEY #513568)
8. Parcel # 850836
ACRES .78, CD. #7947-1; SEC. 03; TWP. 17; RGE. 18; PTN. NW1/4 (PARCEL B, SURVEY#513568)
9. Parcel # 919333
ACRES 1.00, CD. 8894; SEC. 33; TWP. 18; RGE. 18; SE1/4 SE1/4 TAX NO. 21
10. Parcel # 639333
ACRES .24, CD. 8895; SEC. 33; TWP. 18; RGE. 18; SE1/4 SE1/4 TAX NO. 23 & PTN S1/2 VAC CASCADE RD

Section 2. Assessment and Taxation. All property within the territory so annexed shall be assessed and taxed at the same rate and on the same basis as other property of the City of Ellensburg, Washington is assessed and taxed to pay for any outstanding indebtedness of the City of Ellensburg, Washington as presently adopted or as is hereafter amended.

Section 3. Comprehensive Plan Designation. All property within the territory so annexed shall be subject to and a part of the Comprehensive Plan of the City of Ellensburg, Washington as presently adopted or as is hereinafter amended.

Section 4. Land Use Designation and Zoning. All property within the territory so annexed shall be hereby zoned as follows: Kittitas County Assessor Parcel Numbers 166133, 118133, 118836, 278836, 108836, 288133, 850836, and 278133 shall be zoned Light Industrial (I-L). Kittitas County Assessor Parcel Numbers 919333 and 639333 shall be zoned Commercial Highway (C-H).

Section 5. Transmittal and Filing. The Ellensburg City Clerk is directed to file a certified copy of this ordinance with the Kittitas County Board of County Commissioners.

Section 6. Severability. If any portion of this ordinance is declared invalid of unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) of this ordinance.

Section 7. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance, including but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, sections/subsections numbers and any references thereto.

Section 8. Effective Date. This ordinance shall take effect and be in full force five (5) days after its passage, approval and publication.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the 6th day of May 2024.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

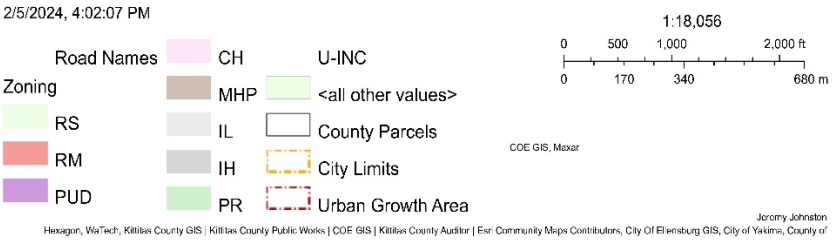
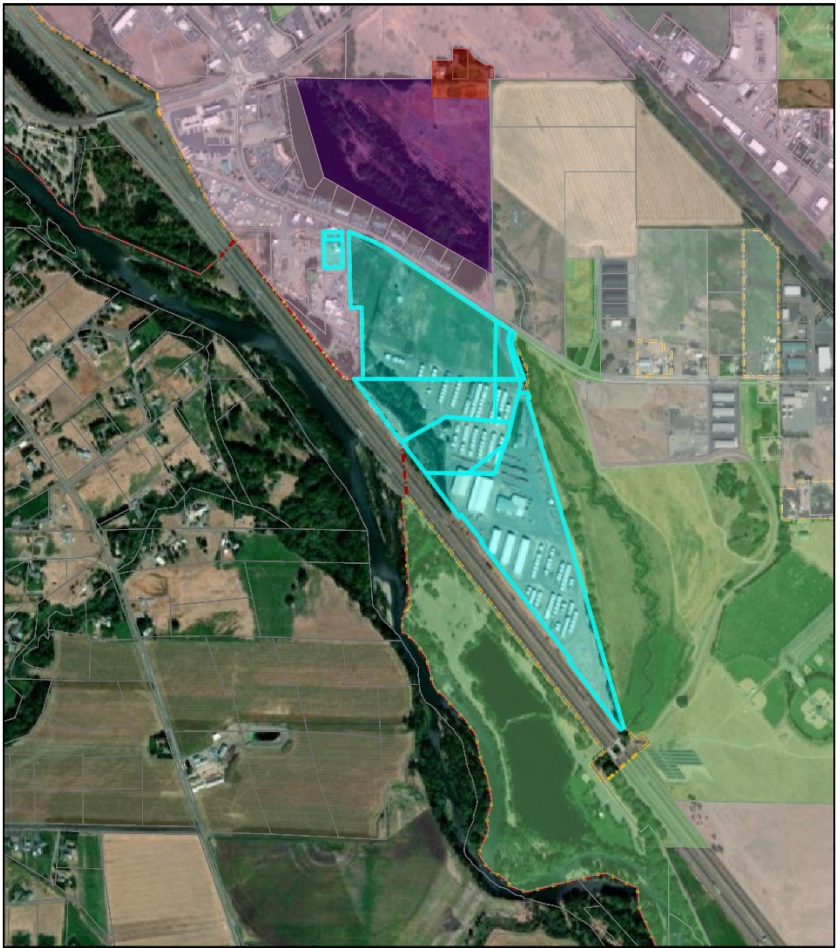
CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. 4941 is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. 4941 was published as required by law.

Exhibit A: Annexation of Parcels

Annexation Expanded Boundary Map





Meeting Date: April 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Resolution 2024-06, Multifamily Housing Limited Property Tax Exemption Agreement with Patricia Place LLC for 501 N Water Street (Public Comment Opportunity)

Submitted by: Lily Frey, Housing and Grants Manager

Department: Community Development

Suggested Motion/Action:

Approve Multifamily Housing Limited Property Tax Exemption Resolution 2024-06 and authorize the City Manager to sign agreement with Patricia Place LLC

Background/Summary:

Patricia Place, LLC has applied with the Community Development Department to receive the Multifamily Housing Tax Exemption (MFTE) for the development known as Patricia Place North Apartments. The project located at 501 N Water Street includes 49 total units: three studio units, 41 one bedroom units and five two bedroom units. If approved, the MFTE would allow for the value of the new housing construction to be exempt from ad valorem property taxation for a period of eight successive years, beginning January 1st of the year immediately following the calendar year of issuance of the certificate. The tax exemption would not include the value of the land or any non-housing related improvements.

Consistent with the planning goals of the Growth Management Act (GMA), the State of Washington has provided various means of promoting affordable housing, including multifamily housing, in urban centers. One such incentive is provided through offering tax exemptions for multifamily developments in urban centers that meet the specific criteria outlined in RCW 84.14. The purpose statement in RCW 84.14.007 reads as follows:

...It is further the purpose of this chapter to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multifamily housing in urban centers having insufficient housing opportunities that will increase and improve residential opportunities, including affordable housing opportunities, within these urban centers. To achieve these purposes, this chapter provides for special valuations in residentially deficient urban centers for eligible improvements associated with multiunit housing, which includes affordable housing. It is an additional purpose of this chapter to allow unincorporated areas of rural counties that are within urban growth areas to stimulate housing opportunities and for certain counties to stimulate housing opportunities near college campuses to promote dense, transit-oriented, walkable college communities.

The City enacted Ellensburg City Code (ECC) Chapter 2.30 Multifamily Housing Tax Incentives in response to the exemption opportunity allowed for by the State. Multifamily projects that provide at least 20 percent of the units as affordable housing units are eligible

for a 12-year exemption. Multifamily projects that do not include an affordable housing component are eligible for the exemption for a lesser period of 8 years. The Central Commercial (C-C) and Central Commercial II (C-C II) zones have been designated by Council as the "Residential Targeted Area" within the City of Ellensburg. Since the adoption of the MFTE ordinance, five multifamily projects have received the multifamily housing tax exemption.

Previous Council Action:

None for this property.

Analysis:

Patricia Place LLC has applied to receive the eight-year exemption for the new 49-unit apartment complex located at 501 N Water Street.

The eligibility requirements and procedures for approving a MFTE project are described in Chapter 2.30 ECC. The project has been found to meet the eligibility requirements of ECC 2.30.060, and the next step is to enter into a contract with the City, pursuant to ECC 2.30.060(B). If Council approves the contract, the Community Development Department will issue a Conditional Certificate of Tax Exemption which shall contain a statement that the property has complied with ECC 2.30.050 and 2.30.060. The conditional certificate expires three years from the date of approval.

Upon completion of the improvements agreed upon in the contract between the applicant and the city, and upon issuance of a temporary or permanent certificate of occupancy, the applicant may request a final certificate of tax exemption, pursuant to ECC 2.30.080.

Financial Impact:

The exemption of the property tax will delay the increase in property tax associated with this development collected by the County over an eight-year period beginning in 2025. The estimated property tax revenue reduction to the city based on the improvement value of \$6.64 million would be approximately \$8,725 each year through 2032.

Budget Adjustment: No

Attachments:

1. Council Resolution 03-18-24 501 N Water
2. 501 N Water St MFTE Agreement 03-18-24

RESOLUTION NO. 2024-06

A RESOLUTION of the City Council of the City of Ellensburg approving an agreement with Patricia Place, LLC for property tax exemption.

WHEREAS, the City of Ellensburg desires to stimulate new construction of multifamily housing in the downtown, in order to encourage increased residential opportunities within the central commercial zones, to stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multifamily housing in the central commercial and central commercial II zones to increase and improve housing opportunities, and to reduce development pressure on single-family residential neighborhoods; and

WHEREAS, the City is interested in promoting new housing in the downtown area of the City of Ellensburg; and

WHEREAS, the City has, pursuant to authority granted to by Chapter 84.14 RCW, designated the Central Commercial and Central Commercial II zoned areas of the city as a Residential Target Area for the provision of limited property tax exemptions for new multifamily residential housing; and

WHEREAS, the City has, as set forth at Chapter 2.30 of the Ellensburg City Code (“ECC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Kittitas County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption; and

WHEREAS, Patricia Place, LLC is interested in receiving a limited property tax exemption for the construction of new multifamily residential housing within the central commercial zone, which is a designated “Residential Target Area” identified in Chapter 2.30 ECC; and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining the development of new multifamily residential housing being constructed on property addressed as 501 N. Water Street, Ellensburg, WA, Parcel ID # 767733, and more particularly described as All of Lots 6 & 7; and the South Half of Lot 8 Block 12, Depot Addition to the City of Ellensburg, as per the Plat thereof recorded in Book 1 of Plats, Page 59, records of Kittitas County, State of Washington. (“Property”); and

WHEREAS, the City has determined that the improvements to the Property satisfy the requirements for a Preliminary Certificate of Tax Exemption.

NOW THEREFORE, the City Council for the City of Ellensburg do resolve as follows:

Section. 1. The Agreement attached hereto as Exhibit A between Patricia Place, LLC and the City of Ellensburg, a Washington Municipal Corporation, is approved.

Section 2. The City Manager of the City of Ellensburg or her designee is authorized to execute the attached Exhibit A.

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

Rich Elliott, Mayor

ATTEST:

Beth Leader, City Clerk

Exhibit A

**MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION
AGREEMENT**

THIS AGREEMENT is entered into this ____ day of _____, 2024, by and between PATRICIA PLACE, LLC, a Washington Limited Liability Company (hereinafter referred to as “Applicant”), and the CITY OF ELLENSBURG, a Washington municipal corporation (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multifamily housing in the downtown, in order to encourage increased residential opportunities within the central commercial zones, to stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multifamily housing in the central commercial zones to increase and improve housing opportunities, and to reduce development pressure on single-family residential neighborhoods, and

WHEREAS, the City is interested in promoting new housing in the downtown area of the City of Ellensburg, and

WHEREAS, the City has, pursuant to authority granted to by Chapter 84.14 RCW, designated the Central-Commercial and Central-Commercial II zoned areas of the city as a Residential Target Area for the provision of limited property tax exemptions for new multifamily residential housing, and

WHEREAS, the City has, as set forth at Chapter 2.30 of the Ellensburg City Code (“ECC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Kittitas County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multifamily residential housing, to be known as “Patricia Place North Apartments”, within the Central-Commercial zoning district, which is a Designated Residential Target Area identified in ECC 2.30.020, and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining the development of new multifamily residential housing to be constructed on property addressed as 501 N. Water Street Ellensburg, WA, Parcel ID # 287733, and more particularly described as All of Lots 6 & 7; and the South Half of Lot 8 Block 12, Depot Addition to the City of Ellensburg, as per Plat thereof recorded in Book 1 of Plats, Page 59, records of Kittitas County, State of Washington. (“Property”), and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption,

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant agrees he has constructed on the site multifamily residential housing units as described in the approved site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement.
3. The Applicant agrees that the property must satisfy any eligibility conditions contained in Chapter 2.30 ECC for the duration of the tax exemption.
4. The Applicant is requesting an X EIGHT or a TWELVE year (check one) limited property tax exemption. (If a twelve year exemption, the Applicant commits to renting or selling at least twenty percent (20%) of the multifamily housing units constructed on the site as housing units affordable for low or moderate-income households as defined by ECC 2.30.015).
5. The Applicant agrees to complete construction of the agreed upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City.
6. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Community Development Director ("Director") the following:
 - (a) A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption;
 - (c) A statement that the work was completed within the required three-year period or any authorized extension.
7. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 6 above, to file

a Final Certificate of Tax Exemption with the Kittitas County Treasurer and Assessor within forty days.

8. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of eight years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multifamily units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 2.30 ECC, and Chapter 84.14 RCW;
 - (c) A description of any subsequent improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
 - (d) The total monthly rent for each unit; and
 - (e) Documentation of the income of each renter household at the time of initial occupancy.
9. The applicant agrees to maintain the property including all improvements in compliance with all applicable City codes and requirements.
10. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multifamily units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 8 or to maintain adequate records may result in the tax exemption being canceled.
11. If the Applicant converts to another use any of the new multifamily residential housing units constructed under this Agreement, the Applicant shall notify the Kittitas County Assessor and Treasurer and the Director within 60 days of such change in use.
12. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in Chapter 84.14 RCW. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.
15. Applicant agrees that this Agreement is subject to the Ellensburg Multifamily Housing Tax Exemption set forth in Chapter 2.30 of the Ellensburg City Code.

CITY OF ELLENSBURG

PATRICIA PLACE, LLC

Heidi Behrends Cerniwey, City Manager
Date: _____

Tyler Glahn, Managing Partner
Date: _____

Approved as to form:

Terry Weiner, City Attorney

STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this day personally appeared before me, the undersigned Notary Public, in and for the State of Washington, duly commissioned and sworn, Tyler Glahn, Authorized Signatory for PATRICIA PLACE, LLC, who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said property, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Dated this _____ day of _____, 2024.

Printed Name:

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

My Commission Expires:

STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this day personally appeared before me, the undersigned Notary Public, in and for the State of Washington, duly commissioned and sworn, _____, the _____ of the CITY OF ELLENSBURG, as GRANTEE, a Washington municipal corporation, which executed the within and foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said city, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated this _____ day of _____, 2024.

Printed Name:
Notary Public in and for the State of Washington, residing at _____.
My Commission Expires:



Meeting Date: April 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Arbor Day Tree Giveaway Program Expansion (Public Comment Opportunity)
Submitted by: Nichole Baker, Sustainability & Energy Coordinator
Department: Public Works & Utilities

Suggested Motion/Action:

Move to adopt the expansion of the Arbor Day Tree Giveaway Program to allow tree voucher eligibility beyond the right-of-way (ROW) areas, in private residential zones, within the City of Ellensburg city limits.

Background/Summary:

The current Arbor Day Tree Giveaway Program is a long-standing program, dating back to the 1980s. It is currently administered by the Stormwater Utility and funded by the Street Division. The process requires two site visits from staff to the planting location within a right-of-way zone only. The eligible recipient is awarded one tree (two for a corner lot) voucher(s) for up to \$150 per tree at participating nurseries. Eligibility requirements are 1) City of Ellensburg resident and 2) available planting space is in the right-of-way (ROW). The program has varied in popularity over the years. However, one consistency has remained, the request to have areas outside the ROW considered for eligibility. For a number of years, the remaining right of way beyond the sidewalk location in subdivisions did not provide adequate room to plant trees. In addition to increased community participation, there would be an increase in environmental benefits by way of carbon storage and sequestration, clean air, and benefits to urban wildlife. Trees significantly contribute to stormwater management by displacing the energy of a precipitation event, intercepting raindrops and slowing down runoff. Additionally, trees absorb stormwater, along with its pollutants. Shade from trees not only gives us a place to cool off, but it cools the pavement, thus cooling any stormwater passing from the sidewalk to our tributaries. Trees are a champion for our environment, and even more so when placing an adaptable variety, like the ginko trees along the new Gateway corridor. They were chosen due to their ability to thrive in the specific site conditions, along with their amazing abilities to play a part in reducing pollution. Residents can help clean up our air and water by adding to our urban tree canopy. It is recommended that the Arbor Day Tree Giveaway Program be expanded to allow tree voucher eligibility beyond ROW areas, in private residential zones, within the City of Ellensburg city limits.

Previous Council Action:

The City Council approved Resolution 2024-02 earlier this year, committing the City to the Sustainability and Energy Plan as the standard that guides the City when making future decisions to amend or adopt ordinances and policies to address local impacts of climate change, and comply with State greenhouse gas emission regulations.

Analysis:

The Environmental Commission recommended expanding the Arbor Day Tree Giveaway Program during the March 20, 2024 meeting. This additional proposed program is supported by the 2024 Sustainability and Energy Plan (SEP) Action L-1.5: Identify spaces for dedicated green space and tree canopy cover to promote climate resilience and carbon sequestration. It is also supported by the 2024 Urban Tree Canopy Assessment Recommendation 3: Pairing educational programming with tree giveaways, tree planting programs, and tree maintenance events can help increase urban tree canopy in the 1,300+ acres of plantable space on residential zoned lands.

Financial Impact:

A supplemental budget appropriation is being approved on tonight's budget to accommodate the additional \$4,500 expenditure. These funds will be paid for from Stormwater's ending fund balance.

Budget Adjustment: No

Attachments:

None



Meeting Date: April 1, 2024
City of Ellensburg
City Council Agenda Report

Agenda Subject: Fieldhouse Owner's Advisor Consultant Agreement (Public Comment Opportunity)
Submitted by: Brad Case, Parks & Recreation Director
Department: Parks & Recreation

Suggested Motion/Action:

Move to authorize the City Manager to sign the consultant agreement with the Wenaha Group in the amount of \$635,231.68 and approve the necessary budget adjustments.

Background/Summary:

As a result of the December 2, 2022 fire that claimed the Ellensburg Racquet & Recreation Center (ERRC), City staff and community members have expedited the planning and building of a new recreation facility that would take the place of the ERRC. The concept for the new facility is a fieldhouse that would include a large open turf area that could accommodate field sports such as football, rugby, soccer, baseball, and softball. It would also have a multi-purpose hard court space for baseball, volleyball, pickleball, tennis, and wheeled activities such as roller derby or roller skating.

The estimated size of the facility is between 100,000-150,000 square feet. The City recently completed the process of updating the Rotary Park master plan to include a fieldhouse in the southeast corner of the property. Staff has been working with representatives from WinCo Foods on developing access that would be shared by WinCo and the City that would lead into the park and the fieldhouse from Anderson Road.

At their November 6, 2023 meeting, Council authorized a consultant agreement with Helix Design Group (Helix) to begin preliminary design of the project. Helix has provided topographic survey of the site, geotechnical investigations, environmental permitting, cultural resource investigation, preliminary schematic design, and an analysis/recommendation for the selection of the project delivery method compared to a traditional design-bid-build method. Helix was recently acquired by Shive Hattery. Helix recommended that the City pursue a progressive design-build (PDB) alternative project delivery method which has many advantages for owners, including close coordination with a selected project construction and design team, accelerated construction scheduling, early procurement of materials, and flexibility in project funding mechanisms. Any public project utilizing Alternative Delivery Methods must be approved by the Washington State Project Review Committee (PRC). Approval must occur early in the project concept phase. Work with Helix has been suspended to ensure that the City is eligible for Alternative Delivery Method approval.

The City retained Thaxton Parkinson PLLC (TP) to provide legal counsel for assisting with

the progressive design-build delivery method in the acquisition of consultants, assistance with PRC approval, and formation of a team for the project. TP has already provided guidance on the selection of an Owner's Advisor (OA) consultant for the project. The OA assists the City throughout the progressive design-build project delivery process.

Previous Council Action:

Council approved the fieldhouse consultant agreement with the Helix Design Group for design of the community fieldhouse at their November 6, 2023, Council Meeting.

Council adopted the Rotary Park master plan dated October 25, 2023, which includes the fieldhouse in the southeast corner of the park property, at their November 20, 2023.

Analysis:

With assistance from Thaxton Parkinson PLLC, the City solicited qualifications from firms to perform owner's advisor services for the fieldhouse project through a progressive design-build project delivery method. Phase 1.1 of the project is for procurement services including PRC approval and assembly of the Design-Build team. Phase 1.2 is for validation and design development, including project management and Design-Build team coordination. Phase three is for final design and construction for services as required, including cost estimating, stakeholder involvement, and permitting.

Two firms submitted qualifications and both were engaged with TP and City staff in an interactive meeting. The Wenaha Group was selected as the preferred firm due to their team organization, experience with Alternative Delivery Method projects, their approach to provision of OA services, project management and cost tracking services. Wenaha Group is a certified Disadvantaged Business Enterprise.

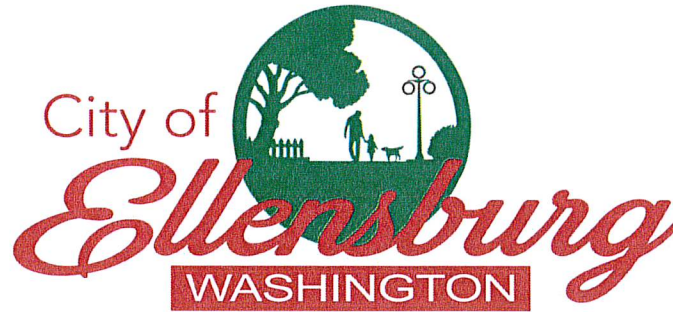
Financial Impact:

Funding for this project will be taken from insurance settlement proceeds the City received as a result of the ERRC fire. Additional budget/expenditure authority is needed to accommodate this expenditure. A discrete capital project fund has been created to budget and account for the fieldhouse capital expenditures.

Budget Adjustment: Yes

Attachments:

1. Fieldhouse RFQ
2. Ellensburg Fieldhouse - Fee Proposal - 3-27-24 HG
3. Wenaha Group City of Ellensburg - Professional Services Agreement



Request for Qualifications ("RFQ")
Owner's Advisor

FIELDHOUSE PROJECT

Date of Issue: February 29, 2024

Closing Date and Time: March 14, 2024, 3:00 pm Pacific Time

Single Point of Contact ("SPC"): Brad Case

Contact Information:

City of Ellensburg

501 N Anderson St, Ellensburg, WA

Phone: 509-925-8639

E-mail: caseb@ellensburgwa.gov

REQUEST FOR QUALIFICATIONS
City of Ellensburg
Fieldhouse Project
Owner's Advisor

The City of Ellensburg requests Proposals from prospective Owner's Advisors ("OA") for the Fieldhouse Project (the "Project"). The objective of this RFQ is to provide sufficient information to enable Proposers to submit a written Statement of Qualifications ("SOQ") demonstrating their experience in administering alternative bid delivery projects. The City intends to have an Owner's Advisor help the City determine the project delivery method with the most efficient way to procure and deliver the project and perform Owner's Representative Services and Construction Management for the design and construction of the Project. Proposers shall submit the OA Proposal to the Single Point of Contact ("SPC") via email, only, no later than 3:00 p.m. Pacific Time on the date set forth in the Owner's Advisor's Solicitation Schedule.

The City of Ellensburg in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Lisa Young at youngl@ci.ellensburg.wa.us or by calling 509-962-7222.

The City of Ellensburg, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

I. GENERAL INFORMATION

A. Project Description

The Fieldhouse project will provide up to 150,000 sq ft of indoor recreation and wellness facilities on city-owned property at Rotary Park. The goal is to create a fieldhouse that brings people together and creates a safe space to connect through shared activity and wellness. This region experiences weather extremes on a regular occurrence ranging from below zero temperatures in the winter to commonly reaching over 100 degrees in the summer, making the need for indoor year-round recreational opportunities key to the community's mental and physical well-being. Major cardiovascular disease (CVD) is the highest cause of death in Kittitas County, and providing an indoor facility for physical activity is a decisive preventative step in decreasing the health risks of CVD.

Owner's Advisors services are needed for the Ellensburg Community Fieldhouse Project. The project includes the following:

- Location: Ellensburg's Rotary Park (Access from Anderson Road)
- Building: 150,000sf (+/-) facility with multi-use indoor turf and hard surfaced courts, indoor fitness track, and meeting/training rooms.
- In addition to the Building, site work includes:
 - Utility Extensions
 - Parking (estimated 475-1700 stalls)
 - 3500' Shared Access Road
- Complete Project Estimate: \$25- 30M total project cost (estimate) – Design, Permitting, and Construction
 - Multiple Funding Sources, including both local and federal.

B. Scope of Work

The owner is seeking an OA experienced in progressive design-build and other Washington State alternative project delivery methods who will guide the Owner throughout the Project. The OA will oversee and coordinate the activities of the Design-Build Team as set forth in the Draft OA Contract. The Owner and OA will negotiate the specific scope after award, but the items listed below and included in the scope of work are provided to aid Proposers in identifying the level of service required for this contract. The scope of work currently assumes a Progressive Design Build method; however, the delivery method may change depending on the advice provided by the OA. The scope of work for the OA will be negotiated after award, but it will likely include, but is not limited to:

1. Procurement Services (Anticipated Scope)
 - a) Assistance with developing the Owner's Project Requirements for the procurement of the project team.
 - b) Assistance with obtaining approval from the Washington State Capital Projects Advisory Review Board Project Review Committee.
 - c) Assistance and advice regarding the scoping and sequencing of the project.
 - d) Validation of the Owner's budget.
 - e) Early Risk Identification and Assessment.
 - f) Advise Owner on alternative procurement, including but not limited to Contracting and Procurement Activities.
 - g) Assistance with developing the RFQ and RFQ and procuring the project design and construction team.
 - h) Coordinate with Project stakeholders and partners.
 - i) Assistance with procurement activities such as reviewing submissions, providing feedback, and participation in the evaluation process as a subject matter expert for the selection of the Design-Build Team.
 - j) Assistance with negotiating the contract with the selected Design-Build Team.
2. Validation and Design Development (Anticipated Scope)
 - a) Project Management – administration of the Design-Build Contract, including but not limited to: set up and lead regular meetings, review and track schedules and budgets, establish, and manage document control plan, schedule and lead meetings and workshops, review invoices and other submittals from the Design-Build Team from Validation through the submission of the Guaranteed Maximum Price.
 - b) Monitor and ensure compliance with the funding requirements for the Project.
 - c) Assist the Owner in applying for and obtaining new funding sources.
 - d) Work with the Owner and selected Design-Build Team to develop/revise project design criteria.
 - e) Work with the selected Design-Build Team to establish a Quality Management Plan (QMP)
 - f) Attend Task Force, Work Group, and other meetings as needed to collaboratively develop the scope, schedule, and cost of the project.

- g) Lead reviews of design submittals in accordance with QMP
- h) Track timely conformance of review comments.
- i) Cost Estimating/Verification services.
- j) Participate in Risk Workshops.
- k) Participate in Stakeholder engagement and public involvement workshops.
- l) Monitor environmental permitting and documentation.
- m) Review selected project team submittals, including but not limited to the cost proposal(s) to establish the project.

3. Final Design and Construction (Anticipated Scope)

- a) Services as required, such as Independent Cost Estimating, Public and Stakeholder Involvement, Permitting, etc., from the establishment of the project commercial terms to Project Completion
- b) Monitor compliance with the funding requirements for the Project.
- c) Answer RFIs
- d) Review of Submittals from the project design and construction team
- e) Perform inspections, material testing, and documentation of construction activity to confirm conformance with contract documents.
- f) Review and approve project design and construction team construction schedules.
- g) Lead coordination between the Owner, project design and construction team, project stakeholders, permitting agencies, utilities, and other involved parties.
- h) Resolve contract disputes and assist in claims analysis, mitigation, and resolution.
- i) Review and assist with construction closeout and commissioning process.

C. Owner's Advisor Solicitation Schedule

The following is an estimated Solicitation Schedule for the Owner's Advisor Services. The Owner reserves the right to modify the Owner's Advisor Solicitation Schedule at any time.

Activity	Date
Issue RFQ for Owner's Advisor	February 29, 2024
Last date for OA Proposers to submit questions and suggested modifications to the OA Contract	March 7, 2024
Last day to issue Addenda	March 12, 2024
OA SOQ Due Date	March 14, 2024

Interactive Meetings	March 20, 2024
Notification of Highest Scored Proposer	March 21, 2024
Submission of Price Proposal	March 26, 2024

D. OA Contract

The Successful Proposer will enter into negotiations with the Owner and enter into the form of OA Contract substantially similar to the Draft OA Contract attached to this RFQ as Attachment B, which will be issued via addendum. By submitting an OA SOQ, Proposers agree to comply with the requirements of the RFQ, including the terms and conditions of the Draft OA Contract, with the exception of those terms listed for negotiation in the OA SOQ, if any.

E. Substitution of Team Members

Consultants, sub-consultants, subcontractors, and Key Team Members included by the Proposer in the OA SOQ (collectively "Team Members") will be used as a basis for selection. Substitution of Team Members at any time during the solicitation process and in the performance of the work will not be allowed without written authorization from the Owner, which shall not be unreasonably withheld. Proposers must submit the qualifications information of all proposed substituted Team Members to the Owner. Even with written authorization from the Owner, a change to any submitted Team Member will result in re-evaluation and may result in a change to the evaluation and ranking of the Proposer. If a Proposer proposes to substitute a Team Member, the Proposer must provide notification and the substituted Team Member's qualifications and resume and seek the Owner's authorization as soon as practicable. The Owner will re-evaluate the Proposer with the new information. Resumes of substituted Key Team Members must contain the same information as required in the RFQ and may not exceed two pages.

F. Request for Clarification, Questions, and Suggested Changes to the OA Contract

1. All requests for clarification, questions, and suggested changes to the Draft OA Contract must be directed to the Owner's Point of Contact by the date set forth in the Owner's Advisor Solicitation Schedule.
2. Interpretations or clarifications of the RFQ or modifications of the Draft OA Contract considered necessary by the Owner in response to such questions will be issued by Addenda by the date set forth in the Owner's Advisor Solicitation Schedule.
3. Requests for clarification, questions, and suggested changes to the OA Contract received after the date set forth in the Owner's Advisor Solicitation Schedule may not be answered.
4. Regarding suggested changes to the Draft OA Contract, each suggested change must set forth the following:
 - a. Identification of the relevant section of the Draft OA Contract
 - b. The specific change requested in tracked changes from the language in the Draft OA Contract
 - c. The rationale for the change

G. Definitions:

The following definitions shall apply to this solicitation:

process through innovative, practical design, and transparent pricing, creating the most scope within the Owner's established budget and schedule.

- e) Effective implementation of right-of-way and real estate agreement activities – The OA will assist in developing an efficient and well managed process for acquiring right-of-way for the project as well as any development agreements with adjoining property owners.
- f) Meet funding and permitting requirements – The OA will effectively collaborate with the design and construction team, stakeholders, funding agencies, and public permitting authorities with jurisdiction throughout the development of the Project, to understand, address, and comply with funding and permitting requirements.
- g) Minimize Impacts – The OA will provide guidance to the City and assist the design and construction team to implement strategies that minimize impacts to the traveling public, provide timely and reliable outreach to Project stakeholders, the public, and business communities, and minimize disruption during construction including effective maintenance of traffic and business access.

H. Reservation of Rights

The Owner reserves, without limitation and may exercise at its sole discretion, the following rights, and conditions with regard to this solicitation process:

1. To cancel the solicitation process and reject any and all SOQs;
2. To waive any immaterial informality or irregularity;
3. To revise the solicitation documents and Solicitation Schedule via an addendum;
4. To reject any Proposer that submits an incomplete or inadequate response or is not responsive to the requirements of this RFQ;
5. To reduce the number of pages in the SOQs to the maximum allowed number of pages;
6. To provide clarifications or conduct discussions, at any time, with one or more Proposers;
7. To contact references that are not listed in the Proposer's SOQs and investigate statements in the SOQs and/or the qualifications of the Proposer any firms or individuals identified in the SOQs;
8. To consider the claims history of any Proposer as part of the evaluation;
9. To consider information obtained in the Interview as part of the evaluation;
10. To evaluate Proposers in comparison to each other in determining the Highest Scored Proposer;
11. To negotiate the final Scope of Work and/or contract documents with the highest-scored Proposer; and
12. To take any action affecting the RFQ process or the Project determined to be in the Owner's best interests.

II. RFQ PROCESS

The RFQ process for this procurement is set forth below. OA SOQs will be evaluated pursuant to the criteria and standards set forth below. For each of the Evaluation Criteria, the Evaluation Committee will determine the strengths and weaknesses of the SOQs based on the likelihood that the Proposer will meet or exceed the City's Project Goals. The Evaluation Committee will review the written SOQs based on the point distribution listed with each Evaluation Criteria. The Owner reserves the right to use information from any source in its evaluation,

including but not limited to the OA SOQs, references, and interactive meetings.

A. Submission of Documents

1. The Owner requires electronic submissions for this procurement. Hard-copy submittals will not be accepted. SOQs must be submitted to the Owner via email to the SPC, Brad Case at caseb@ellensburgwa.gov no later than 3:00 pm on the date set forth in the Solicitation Schedule.
2. The electronic submittal shall include the title of the document (Fieldhouse Owner's Advisor SOQ), and the name of the Proposer in the subject line.
3. The OA SOQ shall be provided as an electronically searchable PDF with bookmarks for each section of the OA SOQ.
4. Proposers are responsible for ensuring timely delivery of submittals. The Owner is not responsible for technical difficulties in submitting electronically. The Owner reserves the right not to consider late submittals.
5. All submissions must comply with the instructions provided to the prospective proposers. The Owner reserves the right to reject any submissions that are not in compliance with the RFQ and/or redact those portions of the submissions that are not in compliance and not evaluate non-compliant sections.
6. Submissions must use a minimum of 10 pt type. Except for the Identification of Projects Table, a "page" shall be defined as (when printed in hard copy) one single-sided piece of 8.5 x 11-inch paper with words, charts, tables, pictures, or graphics. A "page" for the Identification of Projects Table may be 8.5 x 14 inches.
7. With the exception of the Identification of Projects Table, pages larger than 8 ½ x 11 inches will not be accepted. Any materials received that do not comply with the required format will be removed from the Proposer's SOQ prior to being given to the evaluation committee for review.
8. The body of the OA SOQ shall be organized in accordance with the Evaluation Criteria set forth in the RFQ. The OA SOQ shall be no longer than 20 pages. The only documentation that is not included in the 20-page limit is the following; however, each document below must meet the page limits described:
 - a) Cover letter (limit 1 page);
 - b) Identification of Projects Table (8.5 x 14, no limit);
 - c) Resumes (limit one page each);
 - d) Sample Deliverables (overall limit 4 pages);
 - e) Insurance Information; and
 - f) Divider tabs and/or cover pages, provided that they contain no substantive content.
9. All materials submitted will become the property of the Owner.
10. Owner reserves the right to reject any or all submittals if the Owner deems it to be in its best interests, or to reject any or all proposers who fail to satisfy qualification requirements or fail to meet standards of responsibility or submission dates and times.
11. No compensation will be made by the Owner for submission of OA SOQs.
12. The owner will request Interactive Meetings with a short list of the proposers, scheduled for March 20th, 2024.

13. After determining the Highest-Scored Proposer, the Owner shall request a Price Proposal from the Highest-Scored Proposer in the form set forth in Attachment A.

B. OA SOQ Organization

OA SOQs should contain the information in the following sections.

1. Team Organization (20 Points Available)

- a) Provide an organizational chart identifying Key Team Members and sub-consultants who will perform Work on the Project. Identify the proposed percentage of time each Key Team Member will be assigned to the Project by phase. At a minimum, include the following Key Team Members. Proposers should also include any other Subconsultant, Key Team Member or individual who will perform material parts of the Work. Key Team Members may perform more than one function, or the Proposer may submit more than one person for any of the positions described below. The minimum number of years' experience below is intended to be a guideline and demonstrates the expectation from the City. The City reserves the right to award additional points to Proposers with Key Team Members with more years' experience or with more relevant experience. To the extent that Key Team Members have less experience than the minimums noted below, Proposers are advised to clearly demonstrate the competence of the Key Team Members submitted.

Key Team Member	Position Description
Project Executive	The Project Executive is the individual who will act on behalf of the Proposer and be the Owner's primary contact regarding negotiations of the contract, change orders and Contract Amendments, as well as any dispute that cannot be resolved through direct negotiations. The Project Executive should have a minimum of 10 years relevant experience on Projects of Similar Scope and Complexity.
Lead Project Manager	The Lead Project Manager is the Owner's day-to-day contact for the Project. The Lead Project Manager, or a delegate of the Lead Project Manager, should have the following experience: • Projects where the OA advised the Owner on selection of an alternative delivery method; • Familiarity with alternative delivery projects that use of Federal funding; • A minimum of 10 years relevant experience in a similar role on Projects of Similar Scope and Complexity; and • Significant experience with alternative delivery projects.
Design Review Lead	The Design Review Lead will provide guidance and review of the submissions from the design and construction team and will be directly involved in assisting the Owner with making decisions regarding options suggested by the design and construction team. The Design Review Lead should be a registered architect in the State of Washington and should have a minimum of 10 years' experience in a similar role with Projects of Similar Scope and Complexity.

- c) Presentation of a completed similar project to demonstrate the Owner Advisor experience required in this RFQ.
- 2. Proposers will be evaluated on their ability to explain their experience and knowledge in the delivery method, effectively communicate and collaborate with Owner Staff, and provide achievable and collaborative solutions to address the Owner's concerns. Interactive Meetings are anticipated to last for 2 hours.
- 3. Two business days prior to the date of the scheduled Interactive Meeting, Proposers should provide to the Owner an agenda for the Interactive Meeting.
- 4. Only Key Team Members who are expected to perform substantial work on the Project should attend the Interactive Meeting, with a maximum number of 6 people attending in person. Other Key Team Members may be available by phone or consulted during the Interactive Meeting.

D. Minimum Qualifications

Proposers must demonstrate that they have the following minimum qualifications for the Owner to review the submitted OA SOQs:

- 1) Licensing Requirements: The OA and all Key Team Members must have active and current licensing and be in good standing with all State regulated disciplines applicable to the Owner Advisor services to be provided. All Proposers must be licensed to perform the scope of work in the State of Washington.
- 2) Insurance: All Proposers must have the minimum insurance required by the OA Contract and either provide a letter from their insurance company or an insurance certificate verifying such coverage.

E. Price Proposal Form and Instructions

The Highest Scored Proposer will submit the Price Proposal set forth in Attachment A within two business days of the Notification of the Highest Scored Proposer from the Owner. Proposers shall not submit any pricing information with the Statement of Qualifications. Price Proposals will include any addenda issued by the Owner. If the Proposer is determined to be the Highest Scored Proposer, each Proposer should be prepared to include the terms of the Final Price Proposals in the Draft OA Contract without further negotiation. The Owner will negotiate the Price Proposal with the Highest Scored Proposer. If the Owner cannot successfully negotiate the Price Proposal with the Highest Scored Proposer, the Owner will cease negotiations with the Highest Scored Proposer, request a Price Proposal from the second Highest Scored Proposer, and begin negotiations with the second Highest Scored Proposer. The Owner will continue with this process until it successfully negotiates a contract. All hourly rates must be consistent with the Federal grant requirements.

ATTACHMENTS

- A. Price Proposal Form and Instructions**
- B. Draft OA Contract**
- C. Identification of Projects Table**

ATTACHMENT A PRICE PROPOSAL

The Price Proposal should include all costs proposed to complete the services and provide the deliverables for Phase 1 of the Draft OA Contract. The Owner intends to negotiate the final scope of work and Not to Exceed Amount for Phase 1; however, Proposers should be prepared to enter into the OA Contract with the rates, hours, and costs as proposed in the Price Proposal. The Owner reserves the right to request back-up documentation for all costs in the Price Proposal.

Proposers shall submit hourly rates for all Key Team Members, any other individuals listed in response to section II.B.1 of the RFQ, and other individuals that are proposed as part of the Phase 1 Services. Hourly rates should include the fully burdened rate for each Key Team Member, including overhead and profit. The line item for overhead and profit should only be applied to costs that are not hourly rates. To the extent that a Key Team Member is an employee of a subconsultant rather than the prime Owner's Advisor, the Price Proposal should identify the hourly rate and the proposed number of hours for the Key Team Member, but in the column for "Proposed Cost for Phase 1", the Proposer should insert "N/A" into the column and include the cost for the Key Team Member with Subconsultant costs under Reimbursable Expenses.

The hourly rates proposed will be included as an exhibit to the OA Contract and will be used as a basis for negotiating the subsequent Phases of the OA Contract. As part of the OA Contract, the parties will identify the positions that are anticipated to perform the Work and will negotiate an hourly rate as applicable. The selected OA will be limited with respect to modifying the proposed hourly rates as set forth in the OA Contract.

All costs proposed as reimbursable must be compliant with the funding for the project and be consistent with the requirements set forth in the OA Contract.

Proposers should add lines as necessary.

Position Title	Hourly Rate	Proposed # of hours for Phase 1	Proposed cost for Phase 1
Project Executive			
Lead Project Manager			
Design Review Lead			
Other Key Team Members listed in response to II.B of the RFQ			
Other personnel that are employees of the Prime OA who will perform Work in Phase 1			

City of Ellensburg
Fieldhouse Project
Request for Qualifications
Owner's Advisor

Proposed reimbursables for Phase 1.	Name of Subconsultant or description of reimbursable	N/A	Proposed Lump Sum or Not to Exceed Amount
		N/A	
		N/A	
		N/A	
		N/A	
Proposed Additional Services (list services and estimated cost)	Description of Service	N/A	Proposed Cost
		N/A	
		N/A	
		N/A	
		N/A	
		N/A	
Profit, overhead, and contingency (submit as a lump sum)	N/A	N/A	
Total			

Proposed Not to Exceed Amount for Phase 1: \$_____

Fieldhouse
City of Ellensburg
Exhibit B - Wenaha Group Fee Schedule

	Phase 1												Design and Construction												Close-Out													
	2024												2025												2026													
Wenaha Project Team	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	Hours	
Heath Gardner - Project Executive				40	40	40	40	40	40	40	40	40	40	40	40	20	20	20	20	20	20	20	20	20	10	10											680	
Scott Rogers - Project Executive				8	8	8	8	8	8	8	8	8	4	4	4	4	4	4	4	4	4	4	4	4													120	
Jake Hartwig - Project Manager				40	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	40	40											1720	
Brooklynn Jefferson - Project Coordinator				20	20	20	20	20	20	20	20	32	32	32	32	32	32	32	32	32	32	32	32	20	20												616	
Brooke Hanley - Design Review Lead				4	8			10	20	20	20	40	20	20	40	40																					242	
																																						3378

Fieldhouse
City of Ellensburg
Exhibit B - Wenaha Group Fee Proposal

Staff	Title	Hourly Rate + 5.0% Annual COL Increase		
		2024	2025	2026
Heath Gardner	Project Executive	\$216.30	\$227.12	\$238.47
Scott Rogers	Project Executive	\$203.70	\$213.89	\$224.58
Jake Hartwig	Project Manager	\$176.40	\$185.22	\$194.48
Brooklynn Jefferson	Project Coordinator	\$112.70	\$118.34	\$124.25
Brooke Hanley	Design Review Lead	\$192.50	\$202.13	\$212.23

		Phase 1.1 - Procurement Services		Phase 1.2 - Validation and DD		Phase 2 - Design and Construction			
		April 2024 - August 2024		Sept 2024 - March 2025		April 2025 - February 2026			
Staff	Title	Hours	Cost	Hours	Cost	Hours	Cost	Total Hours	Total Cost
Heath Gardner	Project Executive	200	\$43,260	280	\$61,862	200	\$45,650	680	\$150,772
Scott Rogers	Senior Project Manager	40	\$8,148	44	\$9,085	36	\$7,700	120	\$24,933
Jake Hartwig	Project Manager	360	\$63,504	560	\$100,901	800	\$148,917	1,720	\$313,322
Brooklynn Jefferson	Project Coordinator	100	\$11,270	188	\$21,729	328	\$39,051	616	\$72,049
Brooke Hanley	Design Review Lead	22	\$4,235	180	\$35,420	40	\$8,085	242	\$47,740
		722	\$130,417	1,252	\$228,996	1,404	\$249,402	3,378	\$608,816

Average Fee Per Month	\$28,991	X	21 Months	=	\$608,816
Total CM Cost				=	\$608,816

Other Direct Expense Budget				
		Current IRS		Total
Travel (Mileage)	24203 Miles	\$0.67		\$16,215.68
Procure Subscription	21 Months		\$200	\$4,200.00
Meals*	each		\$35	\$0.00
Housing*	nights		\$300	\$0.00
Misc.	30 Months		\$200	\$6,000.00
		Total Direct Expenses		\$26,415.68

*Only travel outside of Ellensburg as requested by owner

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
THE WENAH GROUP**

RELATING TO: FIELDHOUSE PROJECT

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this 1ST day of April, 2024 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and the Wenaha Group, a Corporation authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Fieldhouse project.

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

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

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

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

2. SCOPE OF WORK.

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

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

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

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

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through March 1, 2025. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

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

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

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

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

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

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

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

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

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

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$635,231.68. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

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

6. RELATIONSHIP OF PARTIES.

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

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

CONSULTANT's status as an independent contractor.

7. WORK PRODUCT AND DOCUMENTS.

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

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

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

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

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

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

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices

and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

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

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

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

11. SUPERVISION, INSPECTION AND PERFORMANCE.

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

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

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

under this Agreement.

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

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

14. TERMINATION.

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

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

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

15. INDEMNIFICATION/HOLD HARMLESS.

15.1 (a) Indemnification by Wenaha Group. Wenaha Group shall indemnify, defend and hold harmless Client and its employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury (including, without limitation, death) or property damage, sustained by any person or entity not a party to this Agreement, arising out of or connected with Wenaha Groups performance of services required under this Agreement to the extent that such injury or damage is caused by the gross negligence or willful misconduct of Wenaha Group.

(b) Indemnification by Client. Client shall indemnify, defend and hold harmless Wenaha Group and its employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury (including, without limitation, death) or property damage, sustained by any person or entity not a party to this Agreement, to the extent that such injury or damage is caused by the gross negligence or willful misconduct of Client.

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

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

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

grounds for avoidance of any Indemnity Obligations.

16. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Ellensburg
Department of Parks & Recreation
Attention: Brad Case
501 N. Anderson
Ellensburg, WA 98926

Wenaha Group
505 S 336th St, Ste 630
Federal Way, WA 98003

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

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

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

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

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

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

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

Exhibit A – Scope of Work

Exhibit B – Schedule for the WorkConsultant Labor Costs and Non-salary
Reimbursable Costs, and Budget for Each Task

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

CONSULTANT:

By: _____

Printed
Name: _____

Title: _____

Tax ID#: _____

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney



MANAGER'S REPORT

DATE: April 1, 2024

To: Ellensburg City Council

FROM: Heidi Behrends Cerniwey, City Manager

1. 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 45,000 MMBtus at \$1.430/MMBtu delivered in the ground to Ellensburg's Clay Basin account on March 15, 2024. The total value of the contract purchase is \$64,350.

2. Sleep Center Site Analysis - Appoint Two Councilmembers.

Staff request Council appoint up to two members to serve on the Ad Hoc Committee on Homelessness to participate in evaluation of alternative sites for the Sleep Center.

3. City Arbor Day Activities on April 20.

The City will be partnering with Central Washington University's Student Leadership, Involvement and Community Engagement (SLICE) program to conduct a park cleanup and tree planting event at Irene Rinehart Riverfront Park from 10 a.m. to 12 p.m. on Saturday, April 20, 2024, to honor Arbor Day. There will be groups planting trees along a section of the Riverfront trail, as well as cleaning up trash and picking up pet waste.

4. City Exploring Public Perception of Hydrogen Projects

The City was offered an opportunity to participate in a project to explore public perception of hydrogen as an alternative energy source. The City does not have a hydrogen project identified, but hosting preliminary discussions to explore public concerns and interest may be helpful in determining strategic direction for alternative clean energy programs for the community's future. The consultant, Fedsprout, is working with the National Laboratories (part of the federal Department of Energy) to facilitate this community engagement project. Staff submitted a letter of interest (which does not commit the City to resource participation) for the study.

5. City of Ellensburg and Kittitas County Discussion Hillside Parcels and Mitigation

Ellensburg representatives met with Kittitas County representatives to discuss parcel ownership and a tentative plan to do some deeper evaluation of the Craig's Hill slope. We outlined incorrect parcel boundaries and ownership gaps and came to a tentative conceptual agreement on where those lines should land. We discussed an interlocal agreement to manage the hillside into the future. Our staff will work on procuring a deeper geotechnical analysis to develop priority actions and make specific recommendations that meet our long term goals of risk mitigation, cost effectiveness, and aesthetics. We will use this analysis to collectively plan/fund any joint future for

mitigation actions and to engage and inform any neighbors that may be stakeholders in the hillside. We will meet again in one month to walk the new parcel lines to ensure they will achieve our goals and incorporate any maintenance needs or easements. Further geotechnical will take several months to complete.

6. Stormwater Fees Explained

With the new the new utility billing system, City staff have received a number of complaints about a new “stormwater” charge on their bill. This is not a new fee. The City is required to comply with the National Pollution Discharge Elimination system (NPDES), aimed at improving water quality in local streams and rivers. We do this through the stormwater utility which was established in 2007.

The stormwater fees paid by customers are used for programs that improve water quality through outreach education, illicit discharge detection elimination, managing construction, and post construction stormwater runoff, along with operation and maintenance of the city’s storm system. In addition, the rates pay for street sweeping/catch basin cleaning, and stormwater capital projects.

Residential customers pay a base monthly stormwater fee of \$14.33 (2024 rate for one equivalent residential unit (ERU)). Commercial customers pay a rate based on the amount of impervious surface on their lot. If customers have questions about their utility bill, please contact City utility customer service at 509-962-7201.

About Stormwater Permit: The City was issued their first NPDES permit in 2007. All stormwater runoff from streets, parking lots, and private property is untreated and discharges to local waterbodies through the City’s underground storm system. The permit is administered by the Washington State Department of Ecology through the EPA. One hundred and seventeen counties and cities statewide have an NPDES permit with the Department of Ecology. The permit cycle with the Department of Ecology is renewed every five years. A new permit will be issued on August 1, 2024. There is expected to be new requirements for all permit holders statewide.