

COUNCIL AGENDA

Tuesday, February 22, 2022



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 or by registering to attend remotely via video conference.

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

To attend the city council meeting virtually register here:
https://us02web.zoom.us/webinar/register/WN_6kXApc5KTxmvacFvxvTGtA

Face coverings are currently required for persons attending City Council meetings in person per the Washington Governor's Proclamation 20-25.17.

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](http://ECTV.Ellensburg). You may also attend by phone, only, and listen to the meeting by following the registration instructions under "Remote testimony during the meeting," below. Once you register, you will be sent a meeting invite with a phone number for the meeting.

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

SUBMISSION OF WRITTEN COMMENTS

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

PROCEDURE FOR REMOTE PARTICIPATION DURING MEETING

1. ***Advance registration is required to provide public comment or hearing testimony via remote meeting attendance.*** Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Register for the meeting at: https://us02web.zoom.us/webinar/register/WN_6kXApc5KTxmvacFvxvTGtA. Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).
2. **Join the meeting early**, as you may need to download the app in advance to participate. Once you've joined the meeting, your camera and microphone will be muted until you are recognized by the Mayor to speak.
3. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
4. **The Mayor will identify the agenda item** and ask if anyone wishes to speak on the matter.
5. Any interested person may provide comments: 1) under Item 7 on non-agenda items, or 2) on any listed agenda items. If you wish to speak, you must:
 - a) **Raise your "virtual hand"** in the corner of Zoom application on the computer screen or press *9 on your phone. Raising your hand signals the moderator that you wish to speak.
 - b) **Wait to be called upon by the Mayor** using your name, e-mail, or phone number used to log in to the teleconference.
6. **Please state your name, address, and whether you are representing only yourself or others.**

PROCEDURE FOR IN-PERSON PARTICIPATION (COUNCIL CHAMBERS)

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

PUBLIC COMMENT RULES FOR ALL MEETING PARTICIPANTS

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

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

CONSENT AGENDA

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

AGENDA ITEMS

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

PUBLIC HEARINGS

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

- ◆ 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.
- ◆ Please state your name, address, and whether you are representing only yourself or others.
- ◆ Please limit your comments to 5 MINUTES.
- ◆ Submit written comments to the City Clerk.

AMERICANS WITH DISABILITIES ACT

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

**CITY OF ELLENSBURG
COUNCIL AGENDA
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And Virtually via Zoom
Tuesday, February 22, 2022
6:00 PM – Study Session
7:00 PM - Regular Meeting**

Study Session

[Northwest Open Access Network \(NoaNet\) Broadband Feasibility Study
Presentation and Discussion
Ellensburg Broadband Analysis Presentation Feb 2022](#)

8

Pledge of Allegiance

- 1. Call to Order and Roll Call**
- 2. Proclamations**
- 3. Awards and Recognitions**
- 4. Approval of Agenda**
- 5. Consent Agenda**

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

- | | |
|--|----|
| 5.A Approve Minutes of the February 7, 2022 Regular Meeting
2-7-22 Council Minutes | 33 |
| 5.B Approve Minutes of the February 7, 2022 Study Session
2-7-22 Council Minutes - Study Session | 39 |
| 5.C Acknowledge Minutes of Boards and Commissions
Arts Commission 1-13-22
DEI Commission 1-11-22
Centerfuse Minutes 1-12-22
Library Board 1-11-22
Parks & Recreation Commission 9-15-21
Parks & Recreation Commission 10-13-21
Parks & Recreation Commission 11-10-21 | 40 |

5.D	Kittitas County Farmers Market Agreement Farmers Market Agreement 2022-2026 Exhibit 1 to Market Agreement	57
5.E	Consultant Agreement General Sewer System Plan Update and the Aeration System Improvements Pre-Design Consultant Agreement with Exhibits	64
5.F	Resolution 2022-04 approving Glahn Street Tree Removal Request at 501 N Water Street 501 N Water St - Glahn Request 501 N Water St - Tree Removal Graphics Resolution 2022-04 - 501 N Water St - Glahn Street Tree Removal	104
5.G	Stuart Meadows Subdivision Final Plat Application and Approval of Resolution. Stuart Meadows Final Plat Resolution - Findings of Fact Exhibit 1 Vicinity Map Exhibit 2 Final Plat Exhibit 3 Application Cover Sheet	110
5.H	Joint Utility Trench Agreements (JUT) with Consolidated and Charter for the Gateway 1 Project Charter JUT Agreement with Attachment A Consolidated JUT Agreement with Attachment	123
5.I	Letter of Support for Historic Kittitas Depot Ellensburg Letter of Support for Kittitas Depot	151
5.J	Approve February 22, 2022 Voucher Listing 2-22-2022 Voucher Listing	152
6.	Petitions, Protests, and Communications	
6.A	Kittitas Valley Fire & Rescue (KVFR) Update by Chief Sinclair	
6.B	Appointment Process for Board and Commission Members	153
7.	Citizen Comment on Non-agenda Issues	
8.	Business Requiring Public Hearings	
8.A	Resolution to Declare City Utility and Personal Property as Surplus Resolution 2022 Surplus	155
8.B	Closed Record Hearing (quasi-judicial) to consider a Resolution to Approve Application for Preliminary Plat Approval (P21-125) submitted by Tom Abbott, Agent	

for Schuler Deneen Family Ranch LLC, and Teanaway Ridge LLC, Mallard Meadows Plat	159
Resolution - Mallard Meadows Preliminary Plat	
Exhibit 1 Hearing Examiner Recommended Findings of Fact, Conclusion of Law, and Decision	
Exhibit 1.1 VICINITY MAP	
Exhibit 1.2 Preliminary Plat	
Exhibit 1.3 Light Comments	
Exhibit 1.4 Gas Comments	
Exhibit 1.5 Public Works Comments	
Exhibit 1.6 Fire Comments	
Exhibit 1.7 Planning Department Comments	
Exhibit 1.8 SIGNED MDNS	
Exhibit 1.9 Affidavit of Publication	
Exhibit 1.10 Certificate of Mailing	
Exhibit 1.11 Sign Posting & Affidavit	
Exhibit 1.12 Application	
Exhibit 1.13 Agenda Report to Hearing Examiner	
Exhibit 1.14 Agent for Property Owner Permission Letter	
Exhibit 1.15 Draft Road Revision	
Exhibit 2 Legal Notice Closed Record Hearing	
Exhibit 3 Affidavit of Posting	

9. Introduction and Adoption of Ordinances and Resolutions

10. Unfinished Business

11. New Business

11.A Professional Services Agreement Contract for the Development of the Unity Park Master Plan	297
2022-02-15 Rotary-Park Concept Confirmation Proposal	
Professional Services Agreement Contract for Unity Park Master Plan Bid Document	
Rotary Pavilion Park Prime Fee Summary	
Rotary-Pavilion Park WM Fee Spread	
11.B 2021 Preliminary Fourth Quarter Financial Status and Investment Reports	315
4th Quarter 2021 Investment Report	
Preliminary 4th Quarter Financial Report	
11.C City of Ellensburg Land Acknowledgment Statement	331
Land Acknowledgment Resolution	
Memo from DEI Commission	

12. Miscellaneous

12.A Manager's Report

336

[2-22-22 Managers Report](#)

12.B Councilmembers' Reports

13. Executive Session

14. Adjournment

Next Ord. 4886

Next Res. 2022-06



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 22, 2022

Item Title/Agenda Subject: Northwest Open Access Network (NoaNet) Broadband Feasibility Study Presentation and Discussion

Submitted by: Ben Faubion Information Technology

Recommended Action or Motion: No action required: Presentation is for discussion and feedback purposes only.

Background/Summary: NoaNet is a mutual non-profit corporation created by Public Utility Districts in rural Washington State, and provides additional support for the City Telecom's fiber optic network. They also provide broadband consulting services, including strategic and feasibility planning. The City has contracted with NoaNet to develop a feasibility study for the City to identify served and underserved areas within the City, and barriers to broadband access in the community. The work to date has included a surveying demand aggregation (survey, marketing with social media outreach, mapping existing infrastructure and demand aggregation results) and research and analysis to explore business planning options.

Previous Council Action: N/A

Analysis: The presentation will focus on broadband and business case planning, sharing results of the survey, and ask questions about the information presented with the objective of establishing clear direction for developing a Long-Term Strategic Vision. A full written report will be provided by NoaNet following the study session in order to incorporate any feedback from Council/UAC.

Financial Impact: None at this time.

Attachments:
[Ellensburg Broadband Analysis Presentation Feb 2022](#)

City of Ellensburg Broadband Development

February 22, 2022

Chris Walker
Senior Executive Director, Infrastructure Strategy
Northwest Open Access Network, NoaNet
cwalker@noanet.net



Broadband Planning

OBJECTIVES

1. Expand upon the objectives of the original build out and commercial business district pilot project.
2. Map the broadband environment of the city to capture broadband accessibility, affordability, reliability, and digital equity and literacy.
3. Collaborate with Kittitas County and the PUD towards a county wide solution for our communities' broadband needs.
4. Evaluate the city's role in delivering broadband to the community, including business and residential solutions.
5. Create projects (service zones) that can be categorized and prioritized as part of a long-term vision towards a city-wide broadband network.
6. Establish a Long-Term Strategic Vision

Business Case Planning

OPEN ACCESS

1. Expand broadband to further support residential and business subscribers
2. Partner with existing and future Internet Service Providers to supply end user services
3. Manage the infrastructure and electronics, ISP's manager end user support and customer connections

EXCESS CAPACITY AND BUSINESS CLASS SERVICES

1. Expand upon infrastructure currently supplying city services
2. Utilize excess capacity in the system to operate individual case base solutions
3. Continue the current model

PUBLIC PRIVATE PARTNERSHIPS

1. Expand broadband to further support residential and business subscribers
2. Partner with one existing Internet Service Providers to supply end user services
3. Manage the infrastructure and electronics, ISP's manager end user support and customer connections

RETAIL

1. Expand broadband to further support residential and business subscribers
2. Directly compete with local providers by supplying broadband directly to consumers
3. Build fiber, electronics, and service drops to citizens

Broadband Feasibility Study Task List

IDENTIFY AREAS OF CONCERN/NEED

Task 1 – Complete heat maps of underserved and unserved areas.

Task 2 – Identify areas with future build plans by either public or private investment.

Task 3 – Incorporate the Interactive Map into the beheardeburg.com

[Interactive Map](#)

SHOVEL READY DESIGN

Task 1 – Work to develop shovel ready designs that serve a general community or area(s) or need. These zones are created across all areas of the city.

Task 2 – Categorize / Prioritize list of the various zones by need, grant eligibility, logical network deployment.

OPERATING MODEL

Task 1 – Outline the operating model of an open access broadband network.

Task 2 – Outline the operating model with the city serving as the Internet Service Provider to publicly invested networks.

Task 3 – Interview retail ISPs that would potentially serve on an open access network

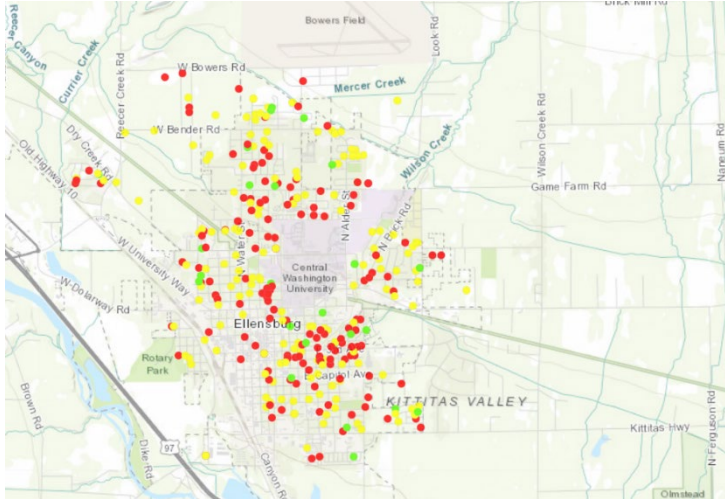
Task 3.1 – Identify service providers role and contribution to the open access delivery model, operationally, customer connections and customer acquisition.

Survey Results- Overview

**THE CITY IS CONDUCTING A
BROADBAND SURVEY**

**TAKE THE SURVEY:
[HTTPS://NOANET.SERVICEZONES.NET/KITTITAS](https://noanet.servicezones.net/kittitas)**

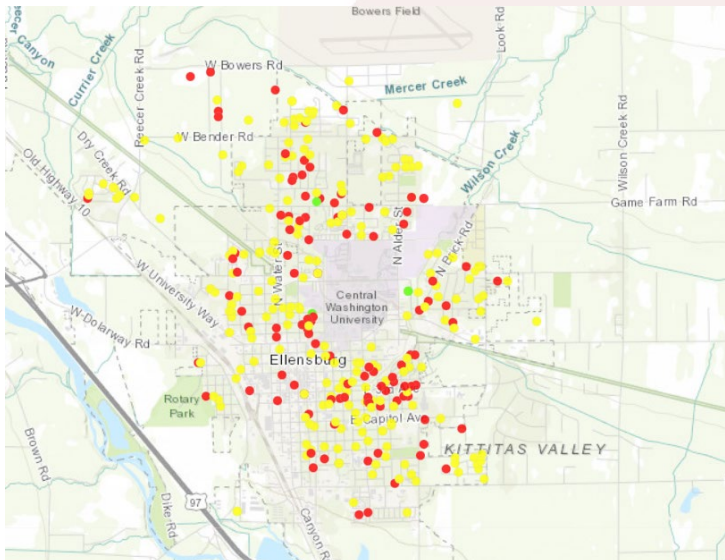
No Internet? Call us at (509) 602-1522 and we'll take the survey over the phone with you.



**949 SURVEYS IN KITTITAS COUNTY
333 IN CITY LIMITS AND UGA**

DOWNLOAD

28% Less than 25mbps
62% more than 25, less than 150
10% at or above 150mbps



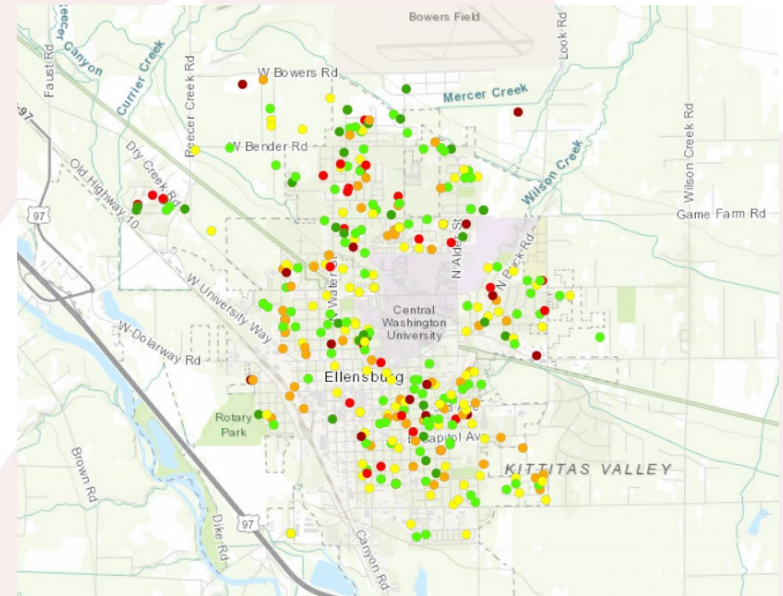
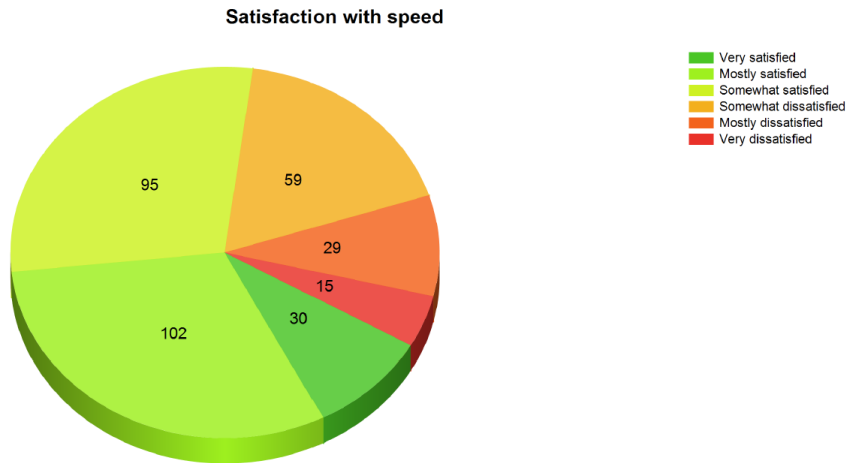
UPLOAD

15% Less than 3mbps
84% more than 3, less than 150
1% at or above 150mbps

Is Broadband a Utility (like Power and Water)?

95% say YES!
(94% county-wide)

Survey Results- Speed



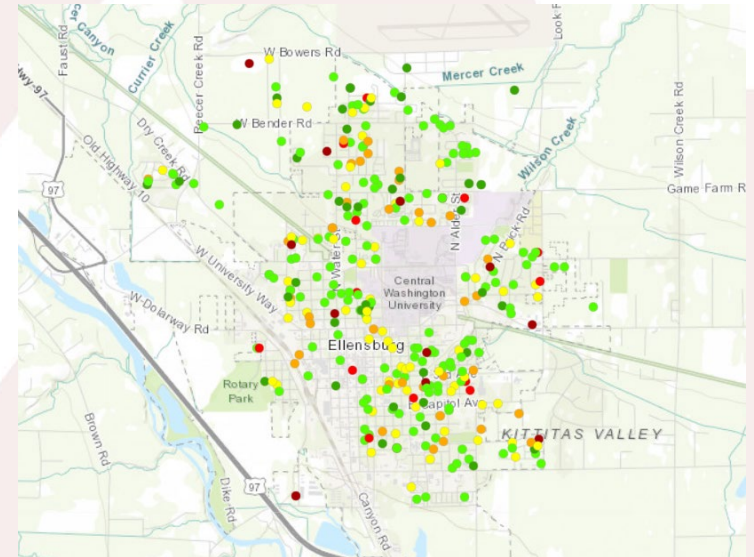
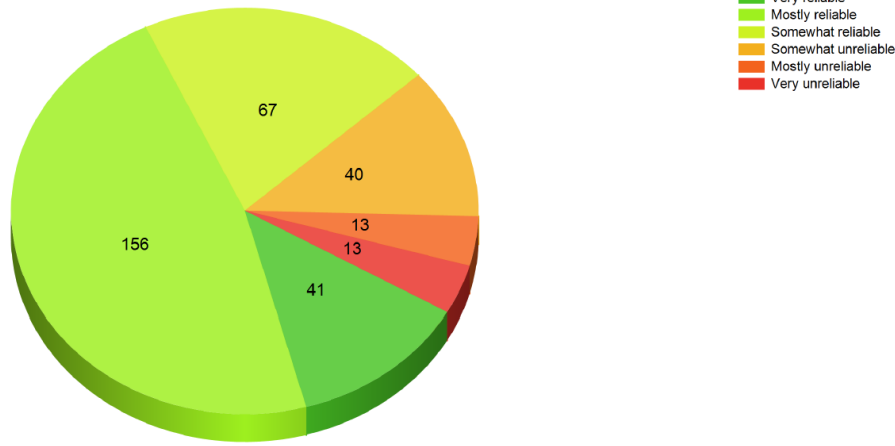
31.2% are less than satisfied with the speed of their current services

69.8% are satisfied

Average Speed 89/26

Survey Results- Reliability

Satisfaction with reliability

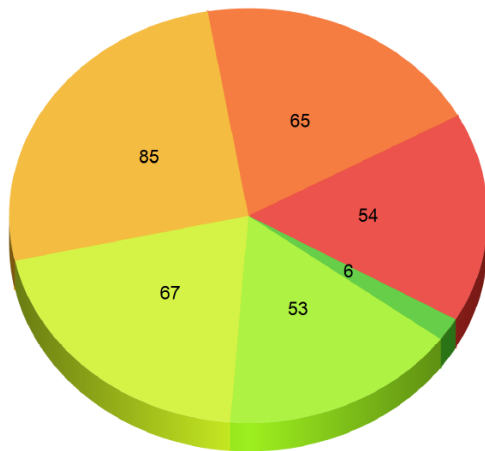


20% are experiencing issues with reliability

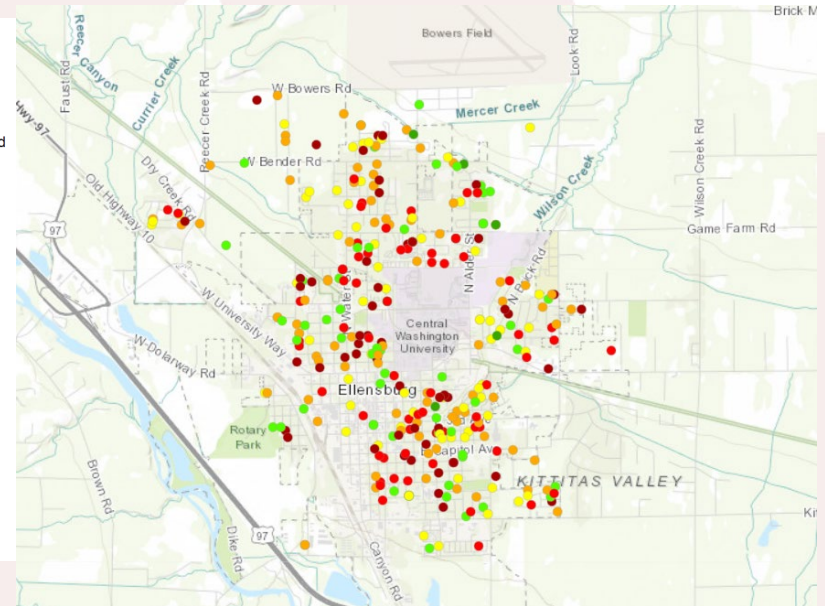
80% are Reliable

Survey Results- Value

Satisfaction with value



- Very satisfied
- Mostly satisfied
- Somewhat satisfied
- Somewhat dissatisfied
- Mostly dissatisfied
- Very dissatisfied



61.8% are less than satisfied with the value of their current services

38.2% are satisfied

Average cost of Internet Service= \$70/month

Survey Results- Competition

HOW MANY SERVICE PROVIDERS ARE AVAILABLE AT YOUR LOCATION?

ONE PROVIDER

39%

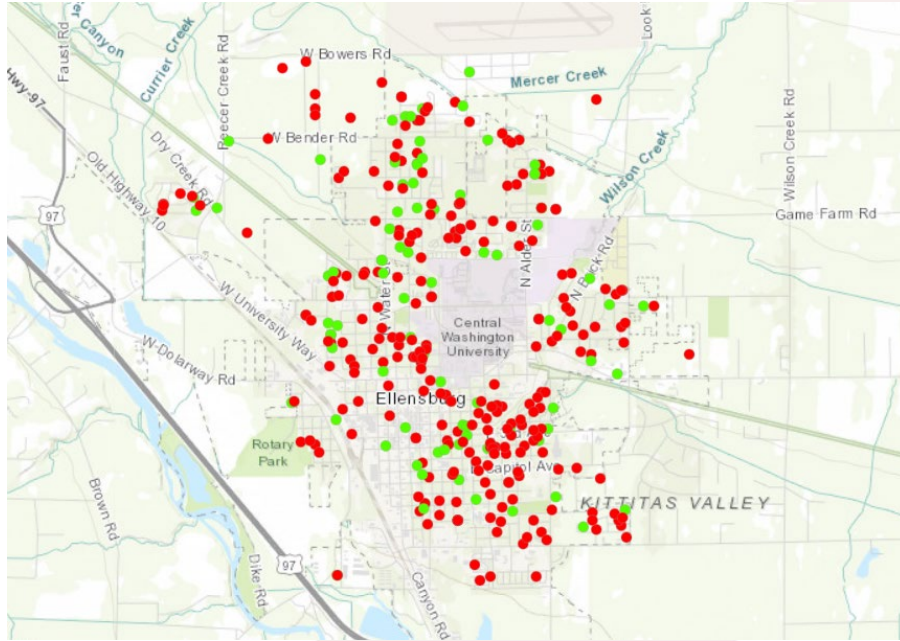
TWO PROVIDERS

47%

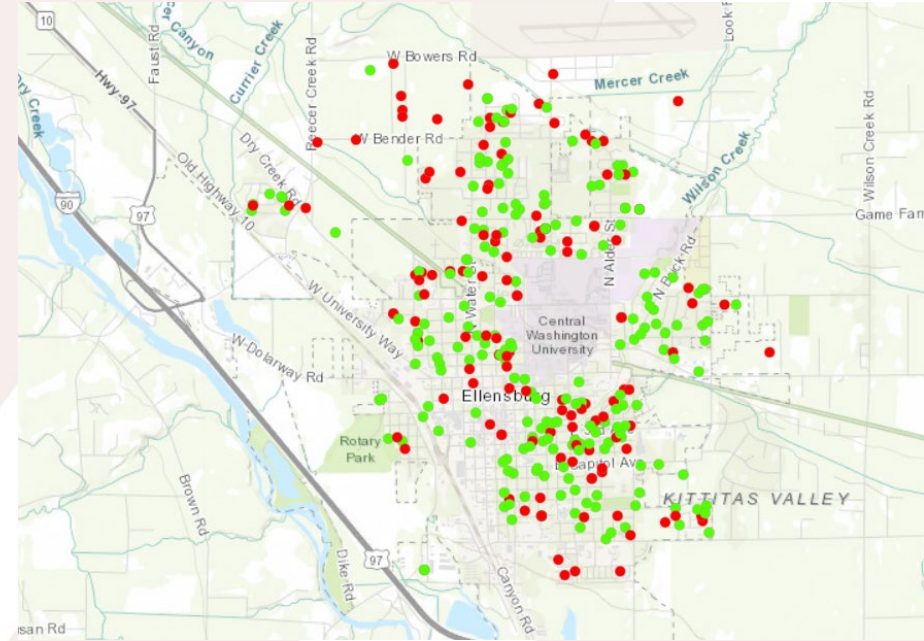
THREE+ PROVIDERS

15%

Survey Results- Community Use

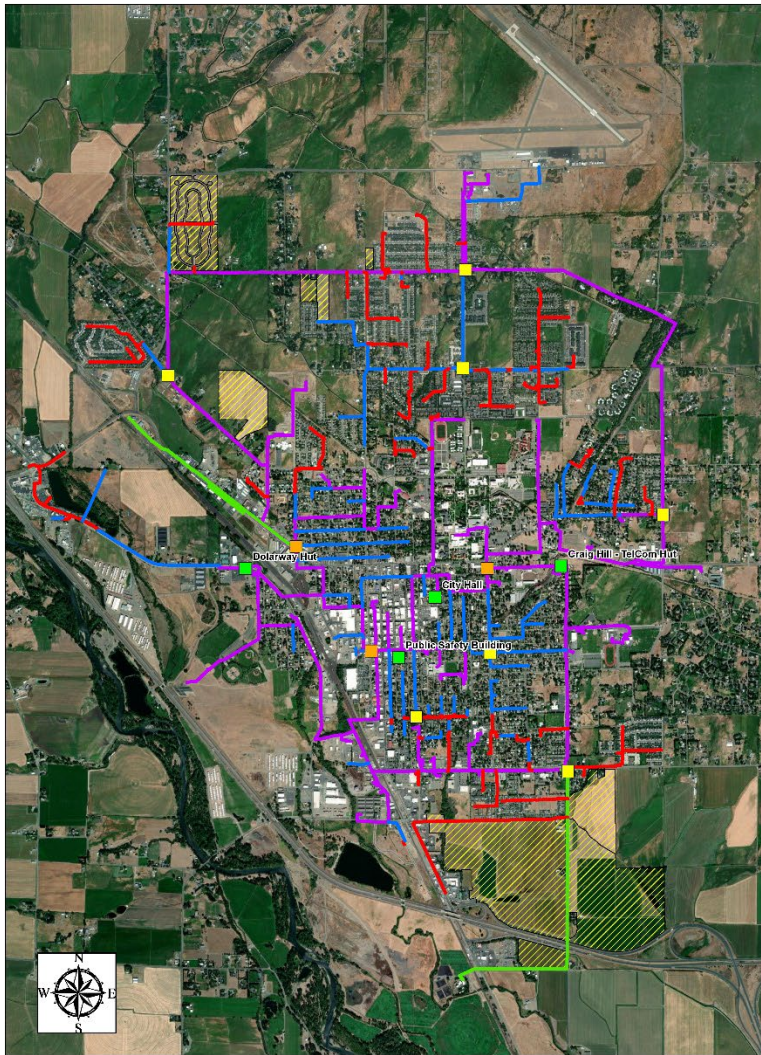


School Aged Children in the Home
25% report YES



Working from Home
62% report YES

Shovel Ready Design



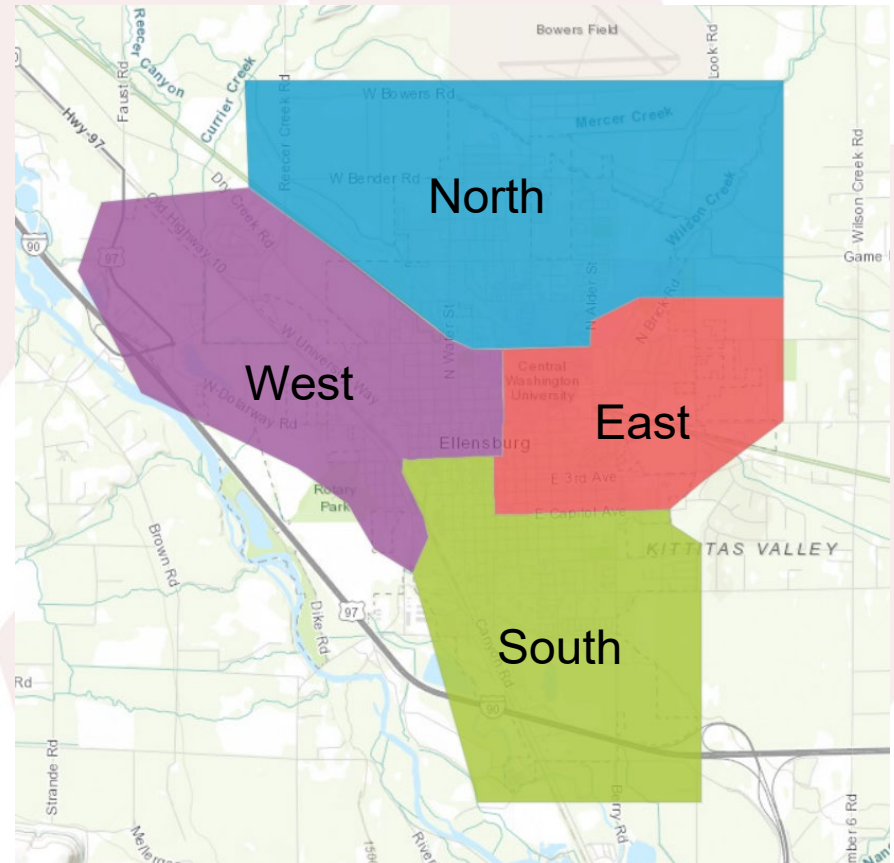
City of Ellensburg FTTx
Overview Design Map January 2022

Legend

Cable Type

- New Aerial
- New Underground
- Planned Future Fiber
- Existing Fiber

- Planned Development
- Existing Splitter Cabinets
- New Splitter Cabinets
- City Node Locations



Cost Rollup

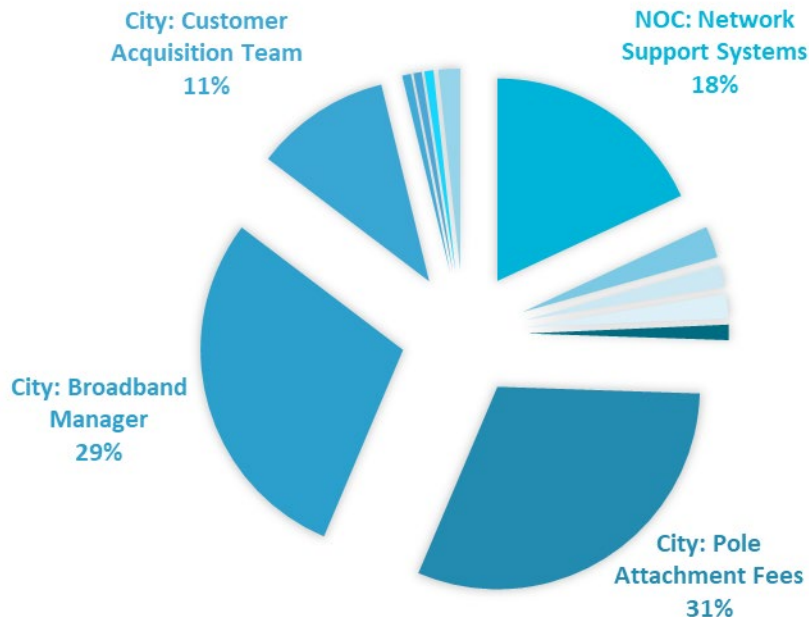
Cost Roll Up		Cost Breakdown			
	Totals	East	North	South	West
Number of Premises Activated	2,830	553	909	698	670
Number of Premises Passed	7,075	1383	2272	1746	1674
Overall Adoption Rate	40%	40%	40%	40%	40%
Total Cost of Project	\$16,734,535.94	\$2,876,445.36	\$5,284,382.02	\$4,922,328.15	\$3,651,380.42
Total Cost of Backbone	\$9,012,095.19	\$1,477,279.33	\$2,664,594.50	\$2,992,114.29	\$1,878,107.08
Total Cost of Activation	\$7,722,440.75	\$1,399,166.03	\$2,619,787.52	\$1,930,213.86	\$1,773,273.34
Residential Buildings	6,778	1116	2153	1370	1391
Commercial Building	297	267	119	376	283

Averages		Cost Breakdown			
		East	North	South	West
Drop					
Average Cost per Activation		\$853.00	\$853.00	\$853.00	\$853.00
Average Cost per Service Drop		\$1,300.00	\$1,600.00	\$1,500.00	\$1,400.00
Average Cost per Project Management		\$376.83	\$429.24	\$411.86	\$394.19
Total		\$2,529.83	\$2,882.24	\$2,764.86	\$2,647.19
Network Plus Drop					
Ave Cost per Home	Total	\$5,199.65	\$5,814.68	\$7,048.01	\$5,453.08

Operating Model- Open Access Expenses

Operations and Expense Model						
LINE ITEM DESCRIPTION	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6+
Operating Expenses						
Network Operating Expense	\$ 87,076.88	\$195,344.53	\$309,481.37	\$373,952.15	\$438,537.95	\$443,241.77
Sales and Marketing	\$290,000.00	\$288,250.00	\$296,897.50	\$305,804.43	\$314,978.56	\$324,427.91
Business Administration	\$ 9,500.00	\$ 9,785.00	\$ 10,078.55	\$ 10,380.91	\$ 10,692.33	\$ 11,013.10

5 YEAR OPERATING EXPENSE / OPEN ACCESS



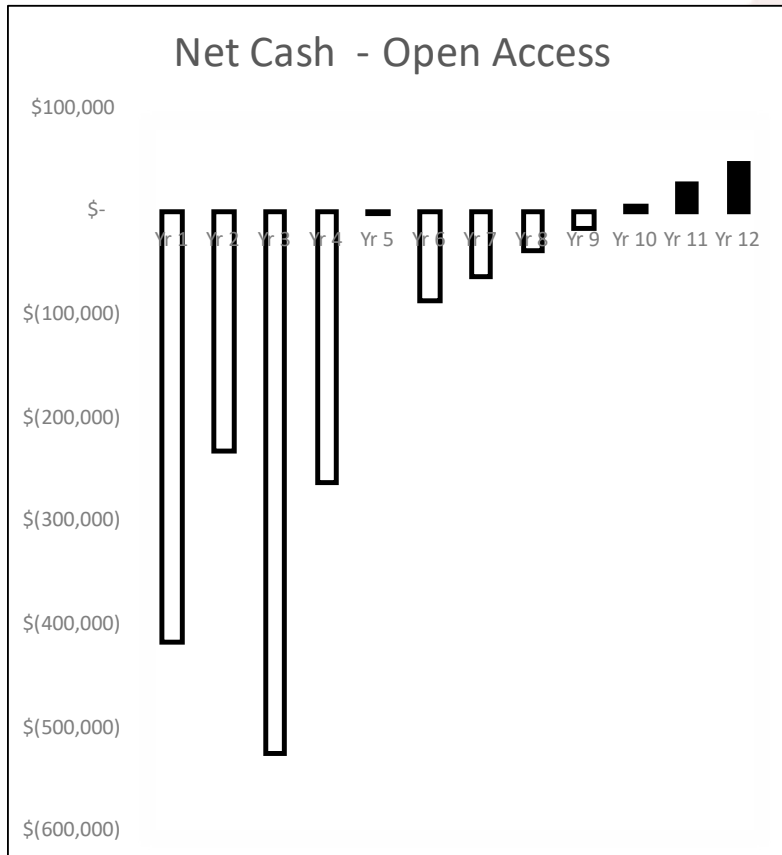
Operating Model- Open Access Revenues

Residential:	Customers	Rate
	2711	\$49 \$250 NRC
Commercial:	Customers	Rate
	106	\$69 \$250 NRC
Commercial Fiber:	Customers	Rate
	11	\$99 \$250 NRC
High Cap Fiber:	Customers	Rate
	1	\$450 \$500 NRC

Total Premises:

- 6,778 homes
- 297 businesses
- 40% take rate modeled
- Average current cost is \$60-79
- Current services have \$0 NRC
- Speed satisfaction pie chart
- Not good with even \$49
- Likely to see these rates doubled by ISP participants

Operating Model- Open Access Revenues



Year 5- Capital Project Completed

Year 6- NRC revenues significantly reduced along with take rate

12-year cash flow analysis:

- Net Cash flow = (\$1,564,766)
- Net Cash Average = \$46k/year with 2% annual increase

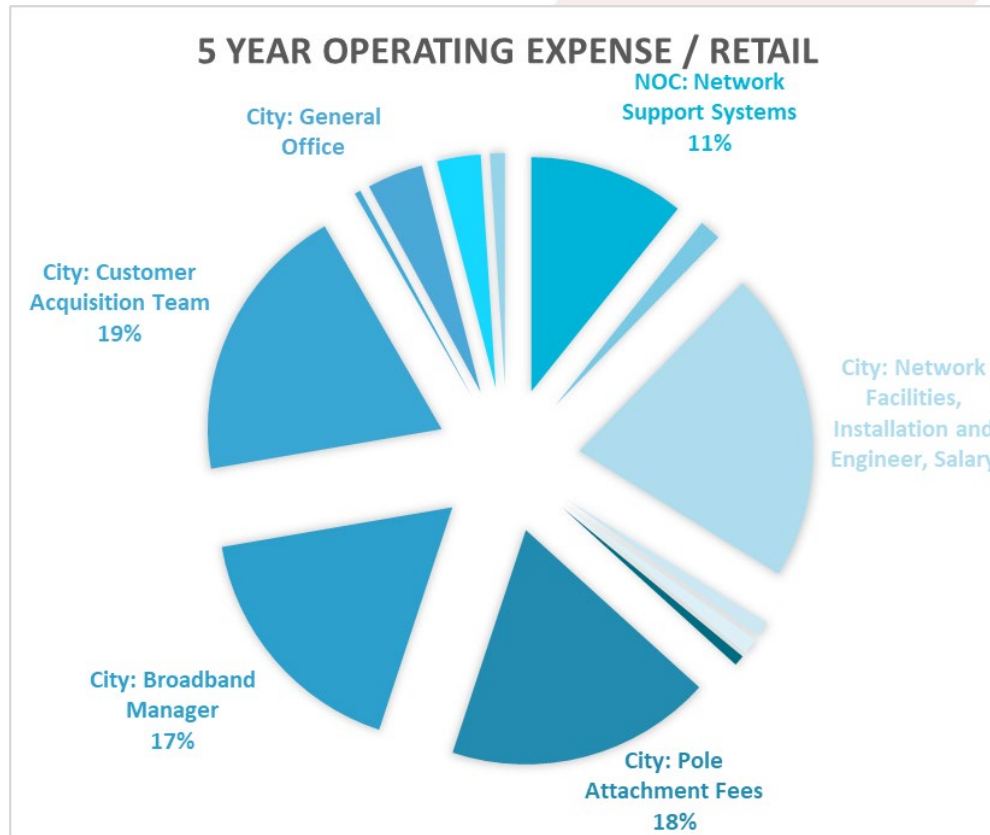
Open Access Market Analysis

THINGS TO CONSIDER

1. Competitive Existing Marketplace
2. Interviewed 6 ISPs, several of whom showed moderate enthusiasm about participating in an open access market.
3. There was higher enthusiasm around gaining access to network to support wireless deployments
4. 2022 Infrastructure and Labor costs are at a premium
5. 40% take rate dependent on successful ISP marketing and consumer engagement
6. Limits City's engagement in sales and marketing efforts
7. Can we physically keep up with the take-rate from a constructability perspective

Operating Model- Retail Expenses

Operations and Expense Model						
LINE ITEM DESCRIPTION	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6+
Operating Expenses						
Network Operating Expense	\$337,076.88	\$452,844.53	\$574,706.37	\$647,133.90	\$719,915.16	\$733,060.29
Sales and Marketing	\$440,000.00	\$442,750.00	\$456,032.50	\$469,713.48	\$483,804.88	\$498,319.03
Business Administration	\$ 80,000.00	\$ 82,400.00	\$ 84,872.00	\$ 87,418.16	\$ 90,040.70	\$ 92,741.93



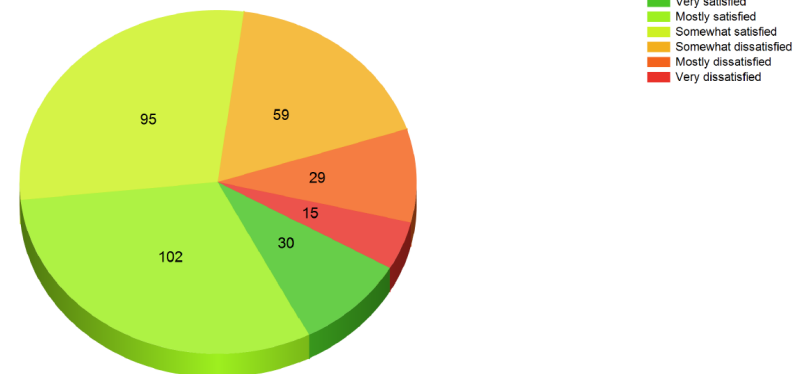
Operating Model- Retail Revenues

Residential:	Customers	Rate
	2711	\$69 \$250 NRC
Commercial:	Customers	Rate
	106	\$99 \$250 NRC
Commercial Fiber:	Customers	Rate
	11	\$200 \$250 NRC
High Cap Fiber:	Customers	Rate
	1	\$800 \$500 NRC

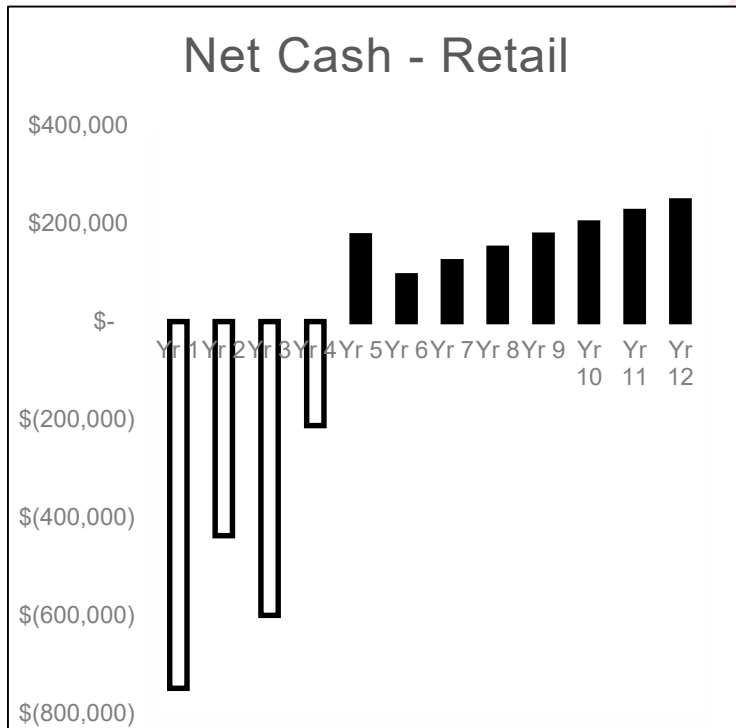
Total Premises:

- 6,778 homes
- 297 businesses
- 40% take rate modeled
- Average current cost is \$60-79
- Current services have \$0 NRC

Satisfaction with speed



Operating Model- Retail Revenues



Year 5- Capital Project Completed

Year 6- NRC revenues significantly reduced along with take rate

12-year cash flow analysis:

- Net Cash flow = (\$607,932)
- Net Cash Average = \$250k/year with 2% annual increase

Retail Market Analysis

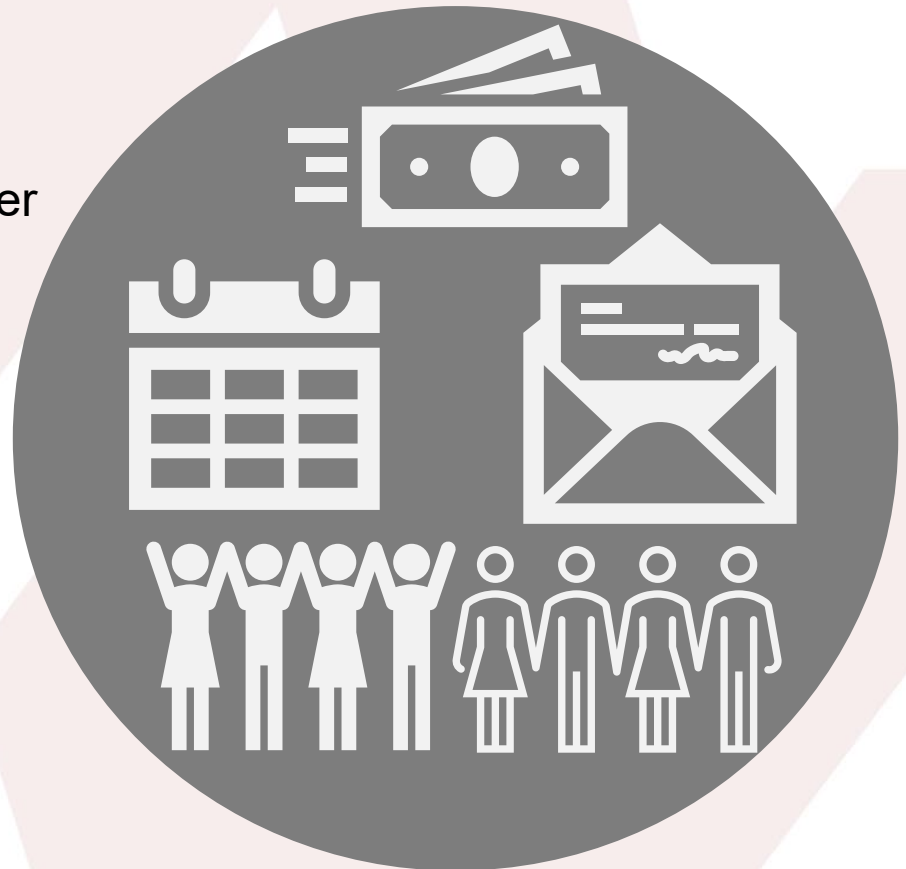
THINGS TO CONSIDER

1. Competitive Existing Marketplace
2. High-population of low-income consumers - Subsidization needed
3. High cost of construction
4. Although NRCs are not high, but they don't cover the cost of deployment
5. Impressive marketing campaign needed and community education around subsidization programs
6. Can we physically keep up with the take-rate from a constructability perspective

A fiberhood program could make sense for either model

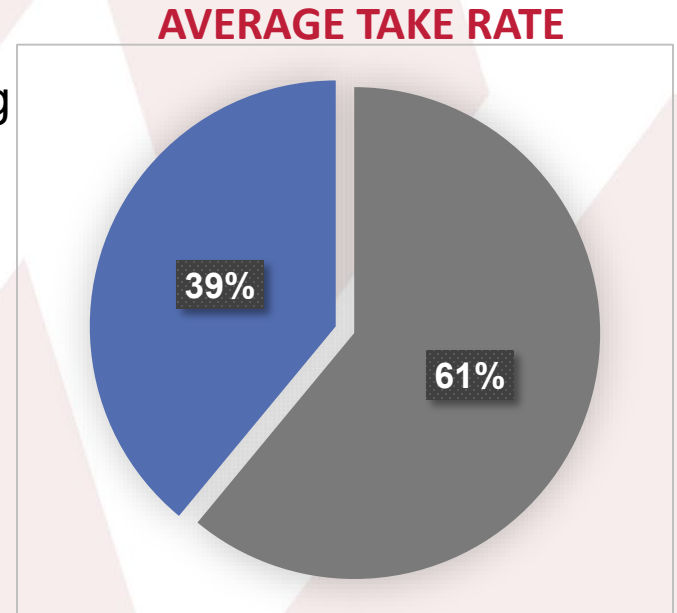
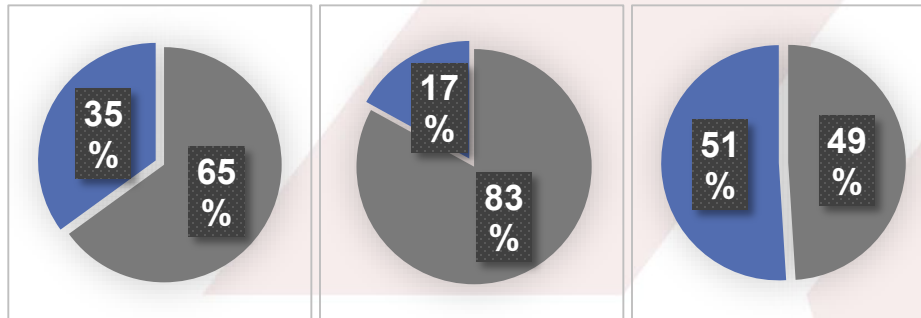
How a “Fiberhood is Paid for

- \$25/month Construction Adder
- Over 12 Years
- Charged to the Retail Service Provider
- Only those who connect pay
- Low Income Fiber Program



Fiberhood Take Rate

- The average Fiberhood Take Rate is 61%.
- Recent Fiberhoods in Mason County are seeing take rates of 65%, 83%, 49%
- Unserved Rural areas



Excess Capacity

LONG TERM STRATEGIC PLAN

1. Reduce scope of city-wide network to take advantage of existing facilities to reduce cost of construction by eliminating the cost of higher buildout areas, thereby decreasing capitalization on the retail model and increasing margin.
2. Continue serving on existing network following the excess capacity model.
3. Evaluate individual projects on a case-by-case basis to determine cost/benefit analysis and risk profile.
4. Evaluate opportunities with wireless infrastructure provider partners to provide commodity Internet to the community
5. Continue to operate with the intent to payoff debt.
6. Fund steps 1-4 by allocating .5 FTE and NoaNet.

The City's existing infrastructure reduces infrastructure costs of all explored models by \$6,000,000



	<i>With Existing Network</i>	<i>Without Existing Network</i>
<i>East</i>	<i>2.87 million</i>	<i>3.65 million</i>
<i>North</i>	<i>5.28 million</i>	<i>6.97 million</i>
<i>South</i>	<i>4.93 million</i>	<i>5.7 million</i>
<i>West</i>	<i>3.65 million</i>	<i>4.7 million</i>
<i>Total</i>	<i>16.73 million</i>	<i>21.02 million</i>

Thank you!

Chris Walker
Senior Executive Director, Infrastructure Strategy
Northwest Open Access Network, NoaNet
cwalker@noanet.net



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Regular Meeting

February 7, 2022

7:00 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And virtually via Zoom

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Monica Miller

1. Call to Order and Roll Call

Roll Call Present: Rich Elliott, Nancy Goodloe, Nancy Lillquist, David Miller, Monica Miller, Bruce Tabb, Adam Winn

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Assistant City Attorney Reiman, EPD Chief Wade, EPD Captain Weed, Engineering Manager Mayo and approximately 12 members of the public.

Others present remotely via Zoom: approximately seven members of the public

2. Proclamations

2.A. National Black History Month Proclamation

Kremiere Jackson read the proclamation for Black History Month.

Councilmember Elliott moved to Approve the Mayor's signature on the proclamation.

Motion Approved 7-0.

3. Awards and Recognitions

Police Chief, Ken Wade, presented Paula Hake with a plaque of appreciation for her 30 years of service with the City of Ellensburg.

4. Approval of Agenda

Councilmember Goodloe requested to amend the Agenda by moving item 5.M. to Item 6.A.

Councilmember Elliott moved to Approve the Agenda as amended. **Motion Approved 6-1 (Tabb opposed).**

5. Consent Agenda

-
- 5.A. Approve Minutes of January 18, 2022 Regular Meeting
 - 5.B. Approve Minutes of January 18, 2022 Study Session
 - 5.C. Approve Minutes from January 24, 2022 Special Meeting
 - 5.D. Acknowledge Minutes of Boards and Commissions
 - 5.E. Accept Resignation of Mollie Edson from the Landmarks and Design Commission
 - 5.F. Project Acceptance - Bid Call 2019-01 Ellensburg Police Department Renovation and Addition Project
 - 5.G. Acknowledge Designation of the CWU Representatives on the Public Transit Advisory Committee and the Utility Advisory Committee
 - 5.H. Bid Call 2021-16 Electrical Utility On Call Construction Services
 - 5.I. Ellensburg South Substation Siting Study Agreement for Professional Services
 - 5.J. Project Acceptance – Bid Call No. 2021-04 2021 Central Business District (CBD) Alley Reconstruction Project
 - 5.K. Amendment to Professional Services Agreement with Brookhouse Professional Services LLC
 - 5.L. Approve University Way Banner Request for CWU Commencement 2022 - June 6-12, 2022
 - 5.M. Accept Resignation of Landis Hanson from the Diversity, Equity and Inclusion Commission **(MOVED TO ITEM 6.A.)**
 - 5.N. Approve Voucher Listing for February 7, 2022

Councilmember Tabb moved to Approve the Consent Agenda as amended. **Motion Approved 7-0.**

6. Petitions, Protests, and Communications

- 6.A. Landis Hanson Resignation Letter **(moved from Item 5M)**
Mr. Hanson attended virtually and read his resignation letter.

Councilmember Tabb moved to Accept the resignation of Landis Hanson from the DEI Commission. **Motion Approved 7-0.**

Mayor Lillquist and Councilmembers Elliott and Goodloe commented on their support of the police department.

6.B. Review Council Assignments on Boards and Commissions

Mayor Lillquist reviewed the list of boards and commissions for existing and new liaisons. New Council appointments were as follows:

Councilmember Winn - Lodging Tax Advisory Committee
Councilmember Elliott - KITTCOM Administrative Board
Councilmember Elliott - EMS & Trauma Care Council
Councilmember Goodloe - Kittitas County Homelessness Committee
Councilmember Goodloe - Law & Justice Council
Mayor Lillquist - Developmental Disabilities Board
Councilmember Winn - Solid Waste Advisory Committee
Councilmember Elliott - Kittitas County Health Network
Mayor Lillquist - Land Conservancy - Checkerboard Partnership
Councilmember Winn - Bowling Alley Subcommittee
Councilmember Tabb/Alternate Councilmember M. Miller - Chamber of Commerce
Legislative Committee
Mayor Lillquist - ASCWU-BOD
Councilmember D. Miller - Arts Commission
Councilmember Elliott - EBDA
Councilmember Winn - Environmental Commission
Councilmember M. Miller - Landmarks & Design Commission
Mayor Lillquist - Library Board
Councilmember M. Miller - Parks & Recreation Commission
Councilmember Elliott - Planning Commission
Councilmember M. Miller - Sr. Citizen Advisory Commission
Councilmember D. Miller - Steer I-90 Coalition

6.C. Board and Commission Appointments.

Four applicants were to be considered for two DEI Commission vacancies.

Councilmember Goodloe participated in interviews and recommended Teresa Francis Divine and Mayra Colazo for appointment.

Councilmember D. Miller moved to accept the recommendation and Approve appointment of Teresa Francis Divine and Mayra Colazo to the DEI Commission.

Motion Approved 7-0.

6.D. Update - Animal Control and Shelter Services

Chief Wade presented an update on the status of animal shelter services. The report was for information only.

6.E. Update on Implementation of Behavioral Health Court for Kittitas County

Assistant City Attorney, Aaron Reiman, presented information concerning the status of the recently developed Behavioral Health Court. Councilmembers asked questions of staff. The report was for information only.

7. Citizen Comment on Non-agenda Issues

Mayor Lillquist reviewed changes to the public comment section of the guidelines.

Daria Wheeler, 131 Fieldstone Court, speaking on behalf of their business at 412 N Pearl Street, spoke regarding the impact on their business if the Pearl Street Pedestrianization were to occur.

Delores Gonzales, 407 S Sprague St., spoke regarding the Animal Control and Shelter Services.

Teresa Plue, 140 Woodhouse Loop, spoke regarding response by Council to public speakers at the meetings, and screening volunteers appointed to boards and commissions.

Pat Kelleher, 6530 Wilson Creek Rd., spoke regarding Cora Street traffic issues.

8. Business Requiring Public Hearings

8.A. Public Hearing (legislative) to Adopt a Resolution Amending the City's Six-Year Transportation Improvement Plan (TIP) for 2022-2027; Revising a Grant Funded Project and Adding New Projects.

The Mayor opened the public hearing. Engineering Manager, Derek Mayo, presented information in the staff report.

Pat Kelleher, 6530 Wilson Creek Rd, commented regarding the inclusion of certain projects in the plan.

Councilmember Elliott moved to Approve Adoption of Resolution 2022-03. **Motion Approved 7-0.**

Councilmember Elliott moved to Authorize the City Manager and Public Works staff to execute any and all necessary STBG grant paperwork associated with the 'Brick Rd Improvements' project. **Motion Approved 7-0.**

9. Introduction and Adoption of Ordinances and Resolutions

10. Unfinished Business

11. New Business

11.A. Ellensburg Downtown Association (EDA) Agreement

City Manager, Heidi Behrends Cerniwey, presented information in the staff report. EDA Director, Brenda DeVore, spoke regarding the EDA goals and event plans for the future. Kelle Vandenberg, EDA Board President, attending virtually, commented regarding the partnership between the City and EDA.

Councilmember Elliott moved to Approve signatures on the EDA Professional Services Agreement and approve the necessary budget adjustments.

Councilmember Goodloe requested amendments in Section 1.E. regarding the Diversity, Equity and Inclusion Commission, which were accepted by Councilmember Elliott. After discussion, the amendment was withdrawn.

Councilmember Goodloe moved to amend language in Section 1.E. to read ...the City's Boards and Commissions, and other groups to promote the City and Downtown area and expand inclusion in and through various events. **Motion Approved 7-0.**

The Amended Motion was Approved 7-0.

11. Miscellaneous

12.A. Manager's Report

City Manager, Heidi Behrends Cerniwey, reviewed the report.

Councilmember Tabb moved to Approve setting a public hearing for surplus of property on February 22, 2022. **Motion Approved 7-0.**

Councilmember Tabb moved to Approve rescheduling the Council study sessions from the third Monday to the first Monday of the month. **Motion Approved 7-0.**

12.B. Councilmembers' Reports

- Councilmember Elliott attended the EMS Trauma Care Council
- Councilmember Goodloe attended Law & Justice and the Utility Advisory Committee and participated in DEI Commission applicant interviews;
- Councilmember D. Miller attended the Kittitas County Homelessness Committee, Landmarks & Design Committee, Finance Committee and WA Community Forestry Council meetings. He acknowledged the contributions by Mollie Edson and requested some type of formal recognition by Council;
- Councilmember Tabb attended meetings with the Legislative Delegation, Finance Committee, Affordable Housing Commission, streateries subcommittee and the Community Development staff for an affordable housing marketing plan;
- Councilmember Winn attended some board and commission meetings virtually for the past month and spoke about the Planning Commission;
- Mayor Lillquist attended the Bluegrass neighborhood meeting, a zoom meeting for Mountain to Sound Greenway, and the Utility Advisory Committee meeting

where the Department of Ecology made a presentation. She announced sandbags are now available to the public.

13. Executive Session

14. Adjournment

Meeting adjourned at 9:05pm

Mayor

ATTEST: _____
City Clerk



CITY OF ELLENSBURG

Date of Meeting

Time of Meeting

Place of Meeting

Minutes of City Council, Study Session

February 7, 2022

6:00 PM

Council Chambers 501 North Anderson Street

Ellensburg, WA 98926

And virtually via Zoom

Study Session

Meeting called to order at 6:05 pm

Present: Rich Elliott, Nancy Goodloe, Nancy Lillquist, David Miller, Monica Miller, Bruce Tabb, Adam Winn

Others present in person: City Manager Behrends Cerniwey, City Attorney Weiner, City Clerk Leader, Parks and Recreation Director Case, Assistant City Attorney Reiman, Engineering Manager Mayo and approximately six members of the public.

Pearl Street Pedestrianization

Parks and Recreation Director, Brad Case, reviewed information in a presentation.

Councilmembers asked questions of staff. The presentation was for Council's information only and would be considered in future discussions about the Unity Park design process.

Adjournment

Meeting adjourned at 6:52 pm

Mayor

ATTEST:

City Clerk

CITY OF ELLENSBURG

Date of Meeting:

Time of Meeting:

Place of Meeting:



ARTS COMMISSION

January 13, 2022

4:00pm

ZOOM

Alex Eyre, Chair, term expires May 31, 2025

Monica Miller, Co-Chair, term expires May 31, 2023

Laura Bobovski, term expires May 31, 2022

Jerald Dougherty - term expires May 31, 2025

Gwen Budnik, term expires May 31, 2022

Cassandra Town, term expires May 31, 2022

Brian Kooser, term expires May 31, 2025

1. CALL TO ORDER

Co-Chair Miller called the meeting to order at 4:03pm

2. ATTENDANCE

PRESENT: Monica Miller, Jerry Dougherty, Cassandra Town, Gwen Budnik, Laura Bobovski, Brian Kooser

COUNCIL LIASON: None

ABSENT: Alex Eyre

VISITOR: Brenda DeVore (EDA), Sophie Wagner (EDA)

STAFF: Josephine Camarillo, Nicole Klauss

3. APPROVAL OF AGENDA

MOTION made by Budnik to approve the agenda, seconded by Bobovski, motion approved.

4. CORRESPONDENCE AND CITIZEN COMMENTS

None

5. GUEST SPEAKER/PRESENTER

Brenda DeVore and Sophie Wagner from EDA would like to help support First Friday Art Walk. Bobovski gave overview of FFAW history. Since COVID, event has been moment to moment. Sophie can possibly do a live video at next Art Walk. Other added extras discussed such as public performance art and featuring new venues. Staff will send FFAW committee contacts to EDA. Commissioners will set meeting and notify EDA.

6. APPROVAL OF MINUTES

MOTION made by Town to approve December minutes, seconded by Budnik, motion approved.

7. BUDGET/FINANCIAL REPORT

2021- Reviewed and discussed.

2022 Draft – Reviewed and discussed. Josephine will find out how much is in their reserve account.

8. NEW BUSINESS

2022 EAC Action Plan Review-

Draft reviewed, goals brainstormed, Commissioners will give feedback to Committees in regards to goals.

FFAW- Need new art walk signs; will work with EDA to include outdoor spaces events.

Public Art- EAC will be involved with Unity Park project; still cleaning up loose ends of public art and continuing acquisition program; Town can promote art in the community along with FFAW; committee will brainstorm marketing ideas.

Funding- need to have better communication; will follow staff workplan calendar.

PR- Will meet with legislators.

Staff- See attached updated work plan

9. OLD BUSINESS

None

10. SUBCOMMITTEE BUSINESS

A. Funding: Poet Laureate, one applicant submitted, Jumba withdrew due to health reasons. Deadline is Feb.15. Town asked if they can receive funds before they begin their project. They can invoice for the development of the project.

B. Public Art: Jerry took pictures of art plaques; received good press for high school installation.

C. Advocacy/Public Relations: Cultural Congress would have been this week, coincides with opening of legislator; there was a hearing to increase building money and to decrease matching fund; Governor included 20 million for COVID relief; Creative Economy position now at State; ArtsWA also asking for more money to increase programs for military families; Creative Arts District: design team meeting today, timeline mapped out, four community visioning sessions next month.

D. Art Walk: gearing up for Feb. Art Walk.

11. UNSCHEDULED BUSINESS

None

12. ANNOUNCEMENTS

Blue Bear Puppet lab asked to move out of current space. Looking for another maker space.

Gallery One being honored on ArtsWA

<https://www.youtube.com/watch?v=cpoASwprwd4>

13. NEXT MEETING

February 10, 2022

14. ADJOURNMENT

With no further discussion, meeting adjourned at 5:22pm

Respectfully submitted,
Josephine Camarillo, Staff Liaison
Drafted: 1-13-22
Approved: 2-10-22



DIVERSITY, EQUITY & INCLUSION COMMISSION (DEI)
January 11, 2022 Regular Meeting
(3:00 to 4:30 p.m.) Remote Meeting via Zoom & Council Conference Room

Members Present: Tylene Carnell, Daniel Amos, Sara Omrani, Kandee Cleary, and Nancy Goodloe (chair)

Members Absent: Landis Hanson

Also present: Nicole Klauss, Public Information Officer (Recording Secretary); Brad Case, Parks and Recreation Director; Laci Harrison, Parks & Recreation Commission Chair and applicant; Mayra Colazo, applicant; Taurino Lozano, applicant; and 4 members of the public.

1. CALL TO ORDER / INTRODUCTIONS

Chair Nancy Goodloe called the meeting to order at 3:00 p.m. Commission members introduced themselves.

2. APPROVAL OF MINUTES FROM DECEMBER 14, 2021 MEETING

Motion: Commissioner Kandee Cleary moved to approve the minutes from the December 14, 2021 DEI Commission Meeting, and Commissioner Daniel Amos seconded. There was no discussion. The Commission voted 4-0 in favor of the motion; motion passed.

3. INTRODUCTION OF APPLICANTS

Chair Goodloe asked the DEI Commission applicants to introduce themselves. Taurino Lozano, Mayra Colazo, and Laci Harrison introduced themselves, and Chair Goodloe read an introduction from Alex Mandujano that was submitted via email.

4. UNITY PARK BRIEFING

Parks and Recreation Director Brad Case provided an update on Unity Park including the history of the property, the concept plans, and the timeline for development.

Commissioner Amos asked about artwork in the park. Case said as we move forward with the next planning phase, art will be at the forefront of that discussion. Case said there will be stakeholder groups invited to the table when we get to that point.

Mayra Colazo asked about how many ADA parking spots are available around the upcoming park. She also has been talking with Dan Witkowski, from Central Washington Disability Resources and the Parks and Recreation Commission, about accessibility within the park and wants to make sure it represents everybody and is accessible to those in wheelchairs and with low mobility. Case said the plan with the park is to keep it flat surfacing and the details will be worked out in the next phase, including the concerns Colazo referenced.

Commissioner Cleary asked about the bull in the park now. Case said the bull will remain in the park although its location could be moved within the park.

Theresa Plue asked about parking and mentioned her concern for some of the downtown businesses that serve elderly people, and how they would remain accessible. Case said the City Council is considering the Pearl Street Promenade, evaluating the feasibility of closing Pearl Street between Fourth and Fifth Ave to traffic either temporary, seasonal, or permanent. With



respect to the loss of the 25 stalls of parking at Unity Park, Case said the City will need to look for alternatives in our downtown or adjacent to the downtown that could be used for parking.

Commissioner Sara Omrani thanked Colazo for contributing because accessibility and access is important.

Case said the Council has allocated some funds out of the COVID relief money, so we have \$1.8 million for development of the park and potentially any work done on Pearl Street. Landscape Architect Walker Macy should be on board in the next month, and the window of opportunity for construction is fall 2022 with the latest hopefully spring 2023.

Theresa Plue asked if there was a possibility for a farther parking area to have a shuttle for the elderly.

Laci Harrison said there's an additional ADA parking space next to Pretty Fair Beer on Fifth Avenue, so there is an ADA space within one block of the park, and that none of the parking being removed from the park is ADA parking.

5. LAND ACKNOWLEDGEMENT REVIEW AND DISCUSSION

Chair Goodloe recapped how the commission arrived at the current version of the statement which included feedback from the Aronica family. Goodloe said she doesn't think we should put strings on use of the statement — anyone who lives in the community and wants to recognize the land we live on, staff can use it, and the City Council can decide how they would like to use it.

Commissioner Tylene Carnell said we had good conversations around the topic at the last meeting and the user should have a tie to why it is they're using it, to whatever event it is they're having. As far as the City goes it should be used anytime there is a groundbreaking or a change to the land. Carnell said she agrees with leaving it to the person or organization using it and the onus is on them to tie it to what they are doing. Goodloe said the commission could work with the City Manager to decide how staff uses it, and it's a matter of educating people. Goodloe said Carnell and Klauss could give some examples of how it could be used in the staff report.

Klauss said this will be on the Feb. 22 City Council agenda. Klauss will provide a staff report and Carnell will read her document at the meeting, which will be attached to the staff report as a memo. The land acknowledgement subcommittee will work on supplemental materials for the agenda report. Klauss, Amos, Carnell and Omrani will get together to chat further about examples.

Motion: The commission made a motion to approve presenting the below version of the land acknowledgement statement to the Ellensburg City Council for consideration of adoption, for their use and the City's use as a way to acknowledge the land that we live on.

Commissioner Cleary made the motion. Commissioner Amos seconded the motion. There was no further discussion. The motion was approved 4-0.



Land Acknowledgement Statement:

"The City of Ellensburg is located on the historic home of the K'ti'tas and Pshwánapam bands of Indigenous people. Today, these bands are part of the Confederated Tribes and Bands of the Yakama Nation, a federally-recognized Native Nation constituted under the Treaty with the Yakamas of 1855. The Indigenous stewards of this land practiced a subsistence lifestyle through fishing, hunting, and gathering since time immemorial and remain committed stewards of this land, cherishing it, protecting it and using it, as instructed by their elders through generations; actively practicing the traditions and culture as neighbors in the Ellensburg community."

6. REVIEW FEBRUARY PROCLAMATION

The Commission reviewed the draft of the Black History Month proclamation and suggested local names that could be added. Commission members are reaching out to the names suggested to see if they would be willing to be added, and will give Chair Goodloe an update. The proclamation will be read at the February 7 City Council meeting.

7. SUBCOMMITTEE REPORTS

Commissioner Carnell said she is working to set up a listening tour with the LatinX community. Commissioner Amos said he is working to set up a listening tour with the Latter-day Saints community.

8. COMMISSIONER REPORTS

N/A

9. STAFF REPORT

Klauss provided the staff report:

- Washington Outdoor School: Two commission members indicated they wanted to participate and help the Washington Outdoor School put up MLK Day signs on January 17.
- Asked for ideas for other speakers. Goodloe suggested the EDA director for February and an update from CWU (Kandee Cleary) for March.

10. PUBLIC COMMENT

Chair Goodloe called for public comment. Mayra Colazo thanked the commission for their work and mentioned she was excited to be able to apply to the commission again.

The meeting adjourned at 4:14 p.m.

Respectfully Submitted by
Nicole Klauss
Recording Secretary

Drafted: 1/12/22

Approved: 2/8/22



Centerfuse

Ellensburg Business Development Authority BOARD OF DIRECTORS MEETING MINUTES

Regular meeting held synchronously in-person and virtually
Wednesday, January 12, 2022
4:00-5:30 PM

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

Others present: Rich Elliott, Ellensburg City Council liaison, JP Cozby (Tilladelse) and Margaret Reich, Executive Director

1. Meeting Called To Order

Meeting was called to order at 4:01 PM

2. Approval of Agenda

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

3. Approval of Minutes

Motion to approve December 2021 regular meeting minutes by Andreas Bohman, second by Garrett Poshusta. Motion approved by unanimous vote.

4. Board Business

a. Board Elections

2021 Chair Jankowski nominated a slate of officers for 2022: Garrett Poshusta, Chair; Andreas Bohman, Vice Chair; Grant Clark, Treasurer; and Del Bankston, Secretary.

Motion to approve slate of officers for 2022 by Andreas Bohman, second by Jared Vallejo. Motion approved by unanimous vote.

b. Financial Reports

Board Treasurer Grant Clark presented the financial reports and provided an update on collections activity.

c. 2022 CenterFuse Budget



Board Treasurer Grant Clark presented the second reading of the proposed 2022 CenterFuse Budget.

Motion to approve resolution 1 adopting the 2022 CenterFuse budget by Grant Clark, second by John Perrie. Motion approved by unanimous vote.

- d. StartInEllensburg presentation
JP Cozby, CEO and Creative Director for Tilladelse, presented the draft design for the website StartInEllensburg.com. The Board and Executive Director discussed possible improvements to the design. JP Cozby will work with the Executive Director to update the draft design.
- e. Executive Director's Report
Executive Director Margaret Reich presented information, matters for board consideration and questions to the board including office move, update of Executive Director's job description, board completion of the annual conflicts of interest form, city interagency agreement update, proposed date for Ellensburg City Council presentation and Washington State Legislative session update.

Motion to approve updated CenterFuse Executive Director job description and authorize chair to amend existing contract with Executive Director to reflect changes by Grant Clark, second by John Perrie. Motion approved by unanimous vote.

5. Items for Future Consideration

The Executive Director notified the board of her conversation with TIP Strategies, the consultant hired to perform the countywide economic development plan. Other items listed in this section of the agenda will be carried forward to the February 2022 board meeting.

6. For the good of the order

Ellensburg City Council liaison, Rich Elliott, shared information about biomass processing funding and potential for business start-up.

The Board discussed how best to engage in furthering the workplan and mission of CenterFuse; whether or not to hold standing committees or project-based advisors. The Board decided to serve as project-based advisors.

7. Adjournment – time 5:33 Motion to adjourn by Grant Clark

Drafted: 12/13/2021

Approved: *Del Banston*

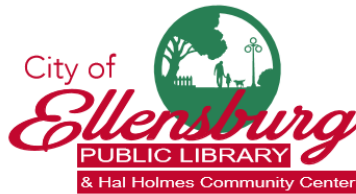
Submitted by: Margaret Reich

CITY OF ELLENSBURG

Date of Meeting:

Time of Meeting:

Place of Meeting:



LIBRARY BOARD

January 11, 2022

4:30pm

Council Chamber/ZOOM

Mary Holmgren, Chair, term expires December 31, 2026

Loretta Gray, Secretary, term expires December 31, 2022

Andreina Delgado, term expires December 31, 2023

Julie Cloninger, term expires December 31, 2024

Andrea Sledge, term expires December 31, 2026

Marty Blackson, term expires December 31, 2022

Mary James, term expires December 31, 2022

1. CALL TO ORDER

Chair Blackson called the meeting to order at 4:30pm

2. ATTENDANCE

PRESENT: Marty Blackson, Julie Cloninger, Loretta Gray, Mary Holmgren, Mary James, Andrea Sledge

COUNCIL LIASON: None

ABSENT: Andreina Delgado

VISITOR: None

STAFF: Josephine Camarillo

3. APPROVAL OF AGENDA

Motion made by Cloninger to approve the agenda, seconded by Holmgren, **motion approved.**

4. APPROVAL OF MINUTES

Motion made by James to approve October minutes, seconded by Holmgren, **motion approved.**

5. CORRESPONDENCE AND CITIZEN COMMENTS

None

6. REPORTS

A. Director's Report: (1) City hosted a staff appreciation day. (2) Activity in adult services discussed. (3) Winter holiday youth activities were well attended. (4) The collection continues to be updated; new Interlibrary Loan service will be offered by March if other libraries are on board. (5) Hal Holmes activity was discussed. (6) Circulation of physical items is up slightly compared to last year; circulation of electronic items is down -1%. Total circulation is up 3% from 2021.

B. Budget Report: Although not complete, the budget report shows that the library is in good shape. Over budget were databases and books. Adjustments are being made based on the report.

C. Friends of the Library Report: None.

7. OLD BUSINESS

A. Board Retreat Agenda. The retreat will take place on February 8, location and agenda to be announced.

8. NEW BUSINESS

A. 2021 Statistics Review. We have over 15,500 patrons, a third of whom are from outside Ellensburg. The number of holdings, the number of activities, and the use of the website and databases were also discussed. Adjustments are being made based on the statistics.

9. UPCOMING PROGRAMS

For January, the following are scheduled: Library Book Club meeting, Grab and Go, and Friends of the Library meeting.

10. UNSCHEDULED BUSINESS

None

11. NEXT MEETING

February 8, 2022

12. ADJOURNMENT

With no further discussion, meeting adjourned by Cloninger at 5:01pm

Respectfully submitted,
Loretta Gray, Secretary

**Parks & Recreation Advisory Commission
Meeting Minutes – September 15, 2021**

DATE OF MEETING: September 15, 2021
MEMBERS PRESENT: Laci Harrison (remotely), Dan Witkowski (remotely), Ali Brown (remotely), Fiona Corner (in person), Nikki Pollock (in person), Ali Burton (remotely), Kathleen Kelleher (remotely)
OTHERS PRESENT: Parks & Recreation Director Case, Approximately 5 members from the public, Council Liaison Rich Elliott
LOCATION: Meeting was held at the City Hall Council Chambers and Remotely

CALL TO ORDER – Commission Chair Harrison called the meeting to order at 5:30pm.

INTRODUCTION OF NEW COMMISSION MEMBERS – New Commission members Nikki Pollock, Ali Burton, and Kathleen Kelleher introduced themselves to the Commission.

MEETING MINUTES - The meeting minutes from the August 11, 2021 meeting were approved as written. ***All in favor.***

NEW BUSINESS – Park Partnership Program

The City received three project proposals for the "2022 Park Partnership Program." A total of \$15,617.39 is available in this year's program and a total of \$27,250.00 was requested. The following projects were submitted:

West Ellensburg Park Fairpoint Field Development and Restoration – Submitted by Ellensburg Youth Rugby. The project calls for the development of a multiuse field at West Ellensburg Park that could accommodate rugby, soccer, flag football, and other activities. The funding request was for \$15,000.00; project scope calls for leveling the field, installation of a new irrigation system, and hydroseeding.

Ellensburg Explorers/Exploradores de Ellensburg – Submitted by the Kittitas Environmental Education Network (KEEN). The proposal calls for the continuation of funding to provide tuition-free nature day camps in Ellensburg city parks in the summer of 2022. The funding request was for \$10,000.00.

Reecer Creek Floodplain Interpretive Signs - a funding request in the amount of \$2,250.00 was submitted by the Ellensburg High School Environmental Club for the installation of six (6) interpretive signs along trails connecting to Reecer Creek that the club constructed in Spring 2021.

The evaluation process calls for each project applicant to present their project to the Parks & Recreation Commission, and the Commission then makes a funding recommendation to the City Council. Final funding levels are decided by City Council. The Commission listened to presentations from each of the applicants and based on those presentations the Commission recommends the following:

<u>Project Name</u>	<u>Amount Recommended</u>	<u>Requested Funding</u>
<i>Reecer Creek Interpretive Signs</i>	\$2,250	\$2,250

Low funding request with high community benefit, student driven, improves the trail, and educational opportunities.

<i>West Ellensburg Park Fairpoint Field</i>	\$15,000	\$10,000
---	----------	----------

High level of program support, continuation on work that has already been done, taking an existing space and improving it.

<i>Ellensburg Explorers - KEEN</i>	\$10,000	\$3,367.39
------------------------------------	----------	------------

Support the program but concerns with the ability to deliver the program if we are still dealing with COVID 19, and the city has funded this program for three years and would like to see the program venture out and secure new funding sources.

ITEMS FOR OCTOBER 13, 2021 MEETING

Commission Member Adopted Parks

Review of Community Survey

COMMISSION MEMBER REPORTS

New commission members had some operational questions about the department. Staff recommended that time be set up with those three members outside of a normal meeting to answer any questions they have.

STAFF REPORT – 1. Mid-Columbia Fisheries Enhancement group will be performing work at Irene Rinehart Riverfront Park at the end of September replacing a gated culvert that feeds a side Bull Ditch canal side channel with a pedestrian bridge and regrading portions of the stream to increase flow to the side channel, especially during low water events. 2. Status of youth basketball and volleyball programs is still up in there with uncertainty of access to school district facilities. 3. There was a recent alleged cougar sighting at entrance to Irene Rinehart Riverfront Park. A passerby saw the cougar at approximately 3:00am and reported it to KITTCOM. Park staff followed up with the Washington State Department Fish and Wildlife to report the sighting. 4. A Council retreat is scheduled for September 24th where Council priorities will be set. There is a high probability that park infrastructure will be a part of that conversation. 5. The Kittitas Valley Memorial Pool & Fitness Center is opened back up on Monday after being closed for two weeks to perform annual maintenance. 6. The Youth Center is seeing on average 25 kids in their after-school program. Kids have to be preregistered to participate due to restriction limits inside the center.

ADJOURNMENT - The meeting was adjourned at 7:25pm.

**Parks & Recreation Advisory Commission
Meeting Minutes – October 13, 2021**

DATE OF MEETING: October 13, 2021
MEMBERS PRESENT: Laci Knudson (remotely), Dan Witkowski (remotely), Ali Brown (remotely), Fiona Corner (in person), Ali Burton (remotely), Kathleen Kelleher (remotely)
OTHERS PRESENT: Parks & Recreation Director Case, 4 members from the public
LOCATION: Meeting was held at the Council Conference Room and Remotely

CALL TO ORDER – Commission Chair Harrison called the meeting to order at 5:30pm.

MEETING MINUTES - The meeting minutes from the September 15, 2021 meeting were approved as written. ***All in favor.***

CITIZEN COMMENT ON NON -AGENDA ITEMS – Three people spoke about the importance of building a new skatepark in Ellensburg. They spoke about the need to provide better recreational opportunities for skaters, that skaters will travel from city to city to skate, often times staying in hotels and the importance of locating a skate park at a city park facility with amenities like a playground in order to make it a more family friendly experience.

NEW BUSINESS – Community Survey Review – Staff reviewed survey results from a March 2020 online community survey which a total of 360 people responded to and consisted of 16 closed and open-ended questions about parks and indoor recreation facilities.

The results of the survey were not surprising, the overall theme is that many of our parks and indoor recreation facilities need updates and, in some cases, we need to invest in developing new facilities. All city indoor recreation programs are housed in buildings that are at least 40 years old. Many of our park playgrounds need to be updated, specifically the playgrounds at Mt. View Park, Kiwanis Park, West Ellensburg Park, and Veterans Memorial Park. Below are a few of the survey question responses:

Question #2 What are the reasons you/your family use the City of Ellensburg recreational facility(s) checked above?

Location 24% Activities Offered 67% Cost of Service 23% Hours 18%

Summary - 42 open ended responses - This question pertains specifically to our four indoor facilities. The most common reason for people using the facilities is that they are the only ones available in Ellensburg and that there isn't anything else in town for people to do during the winter months besides use city facilities.

Question #4 Thinking of the City of Ellensburg recreational facility(s) and what is currently offered, what indoor space would you like to see available that currently isn't? (open ended question)

Summary - 337 open ended responses – This question garnered the most comments of any of the survey questions. The wish list had a very wide range of responses, many of which were facilities typically provided by the private sector, including bowling alley, skating or ice rink, arcade/fun center (putt-putt golf, go carts), and children's activity museum. Among the amenities mentioned that more traditionally provided by municipal parks & recreation departments were

new recreation center, indoor basketball and soccer fields, indoor walking track for winter walking, indoor climbing wall. New pool facility. Space for fitness, yoga, and senior exercise programs.

Question #7 What are the barriers to using City of Ellensburg parks more or using other parks?

Location 11% Activities Offered 20% Hours 9% NA 53% Other 21%

Summary - 76 open ended responses – There were few factors mentioned frequently. The most common response was outdated playground equipment. Many people noted that the equipment is old and run down and there is a lack of diversity with the playground areas. Bathrooms were also mentioned frequently, lack of winter access to condition and cleanliness. Our weather plays a role as well. In the winter people said it's too cold, the Ellensburg wind was mentioned a lot, as well as lack of shaded areas around playgrounds. Park safety is a concern, whether it's car prowls while you are using a park, needles at the park, homeless, or unfriendly dogs.

Question #8 Thinking of the City of Ellensburg Parks, what outdoor space would you like to see available that currently isn't? What would you like to see improved? Open ended question.

Summary - 329 open ended responses- A splash pad or outdoor water park was by far the most popular answer. Updated play equipment, more off leash areas, updated skate park, more swing sets, tennis courts/pickleball courts. There were only a few requests for more trails, which is interesting because in our Park Plan trails are the most popular and requested park amenity.

Question #9 Do you/your household members participate in activities offered by Parks?

Yes 67% No 29% Other 4%

Summary - 13 open ended responses – kids sports, pool – very little consistency in answers

COMMISSION MEMBER ADOPTED PARKS – A practice of the Commission is for members to adopt parks that they can then report back to the Commission about, whether that be the amount of community use they see at the park or concerns they may see at the park. Below is the list of Commission members and their parks:

Ali Burton – Mt. View Park, Palouse to Cascades Reconnection Route
Laci Knudson – North Alder Street Park, McElroy Park
Dan Witkowski – West Ellensburg Park, Irene Rinehart Riverfront Park
Fiona Corner – Reed Park, Kleinberg Park
Ali Brown – Kiwanis Park, Wipple Park
KT Kelleher – Paul Rogers Park, Veterans Memorial Park
Nikki Pollock – Rotary Park

OLD BUSINESS – PROJECT UPDATES

Staff provided an update on Unity Park, Pearl Street Promenade, and Reed Park

ITEMS FOR NOVEMBER 10, 2021 MEETING

Fee Review

Potential Skatepark Follow up

COMMISSION MEMBER REPORTS

Commissioner Burton said that someone approached her about the fact that there weren't any full-sized swings in Ellensburg, only tot swings. Staff stated that there are two full sized swings at Mt. View Park but that people have commented about adding more swings. Siting swings can be difficult because they need a large open space due to the large safety zone they require.

STAFF REPORT – 1. The city will have access to school district facilities and has started registrations for boy's youth basketball. Girls basketball will begin in winter, coed volleyball in the spring. **2.** Park winterization will begin in the next few weeks. This includes closing flush restrooms, irrigations systems, and the closure of the Irene Rinehart Riverfront Park (IRRP) access road. The city will continue to provide portable restrooms at a variety of park facilities including, Mt. View Park, North Adler Street Park, Rotary Park off leash area, and the boat launch at IRRP. The vault toilets at Paul Rogers Park and IRRP will remain open. **3.** The Ellensburg Racquet & Recreation Center has expanded operating hours. Field repair work on the ERRC indoor soccer field is currently underway. Work includes replacing the netting and repairing sections of field turf. Tennis lessons will be offered through the Ellensburg Racquet & Recreation Center starting November 1st through a contracted services agreement with a local resident with experience coaching college tennis. **4.** Department staff will be serving on a panel discussion at the Northwest Sport Management Summit being held at CWU on October 21, 2021.

ADJOURNMENT - The meeting was adjourned at 7:00pm

**Parks & Recreation Advisory Commission
Meeting Minutes – November 10, 2021**

DATE OF MEETING: November 10, 2021
MEMBERS PRESENT: Laci Harrison (remotely), Dan Witkowski (remotely), Ali Brown (remotely), Ali Burton (remotely), Kathleen Kelleher (remotely), Nikki Pollock (remotely)
OTHERS PRESENT: Parks & Recreation Director Case, 4 members from the public
LOCATION: Meeting was held at the Council Conference Room and Remotely

CALL TO ORDER – Commission Chair Harrison called the meeting to order at 5:30pm.

MEETING MINUTES - The meeting minutes from the October 13, 2021 meeting were approved as written. *All in favor.*

NEW BUSINESS – Skate Park Advocacy Group – Community member Scott Kennedy informed the Commission that he was working members of the skateboarding community to form an advocacy group with the goal of building a new skate park in Ellensburg.

Surplus of Whitfield Triangle and Catherine Park – Staff shared with the Commission that the Council would be considering at a future Council meeting the possibility of surplus City owned property, Catherine Park a 1 acre parcel located on University Way located just west of the KXLE radio station and Whitfield Triangle, a property less than a quarter of an acre located near 4th & Alder Street, a block from Reed Park. Staff provided a history of both properties and the reasons why Council was considering surplus these properties.

OLD BUSINESS – PROJECT UPDATES

Reed Park 'Be Heard Eburg' Page – the city recently launched an informational page about the Reed Park master planning effort that included a community survey. The city recently acquired an online platform for public participation – the Reed Park page is the first parks & recreation department project using the new platform. Staff encouraged Commission members to share and promote our outreach efforts.

COMMISSION MEMBER REPORTS

Commission member Witkowski mentioned a cable at IRRP that needed to be marked clearly as well as concerns with vehicles backing into parking spots at Rotary Park resulting in bumpers and trailer hitches hanging over the sidewalk.

Commission member Brown asked about adding a picnic table at Whipple Park and mentioned that there was homeless activity at the park.

Commission Burton referenced the amount of dog waste left on the Palouse to Cascade Trail reconnection route and discussed the importance of community outreach to educate and inform the public about the importance of picking up after their pets.

Commissioner Harrison talked about the idea of putting together a celebration week, in partnership with the City's Diversity, Equity and Inclusion Commission, for the grand opening of Unity Park.

UPCOMING MEETING ITEMS

Pearl Street Promenade Discussion

STAFF REPORT

1. Over 250 kids have signed up for the girl's youth basketball and co-ed kindergarten basketball program.
2. Work is being done to repair some worn out turf at the Ellensburg Racquet & Recreation Center (ERRC).
3. Cameron Nix, a local community and former NCAA college tennis coach is offering youth and adult group and private tennis lessons at the ERRC.
4. The Rotary Club military monument installation project along the Palouse to Cascades Trail Reconnection Route was recently completed. A ribbon cutting ceremony is scheduled for Sunday, November 14th.
5. Over 60 trees were planted at the intersection of 14th Avenue and Main Street through a volunteer project between the City, CWU, and the Conservation District.
6. There was a recent pop up tent/merchandise sale at the South Main Entry Park which garnered a fair amount of social media attention. Staff indicated that this was not an authorized event and that they were making contact with the vendor to discuss the proper process for using park facilities to sell merchandise.

Meeting adjourned at 6:50pm.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 22, 2022

Item Title/Agenda Subject: Kittitas County Farmers Market Agreement

Submitted by: Laurie Gigstead City Manager Department

Recommended Action or Motion: Authorize the Mayor to execute the Kittitas County Farmers Market Agreement.

Background/Summary: The Kittitas Farmers Market had operated for many years under a street closure permit. In January 2017, Council approved an agreement to replace the street use permit process and formalize the relationship between the Farmers Market and the City. A new agreement has been prepared beginning with the 2022 market season (April) that will extend the existing market arrangements for an additional five-year term.

Previous Council Action: The Farmers Market is currently operating under an agreement that was executed on January 24, 2017.

Analysis: Based on planned construction activities at Unity Park, and potential changes to Pearl Street between 4th and 5th Avenues, the proposed agreement provides more flexibility allowing for the temporary relocation of the market, if needed. Otherwise, the proposed agreement sets out the terms, conditions and responsibilities of the parties associated with the Farmers Market and is consistent with the previous contract executed by the City and the Market. The proposed agreement has been reviewed by the Market's Board of Directors, which had no objection to the proposed changes. City staff will work closely with the Market should any changes in the location or configuration be required.

Financial Impact: None.

Attachments:

[Farmers Market Agreement 2022-2026](#)
[Exhibit 1 to Market Agreement](#)

AGREEMENT BETWEEN THE KITTITAS COUNTY FARMERS MARKET AND THE CITY OF ELLENSBURG REGARDING OPERATION OF THE KITTITAS COUNTY FARMERS MARKET

THIS AGREEMENT is entered into on this ___ day of _____, 2022, between the City of Ellensburg ("City"), a municipal corporation, and the Kittitas County Farmers Market ("Market").

WHEREAS, the Kittitas County Farmers Market has operated a farmers market with vendors of produce, fruit, food products, clothing and other locally made or sourced products and goods in downtown Ellensburg; and

WHEREAS, the City allows the Market to operate on City-owned street rights-of-way on Fourth Avenue in downtown Ellensburg; and

WHEREAS, the Market is a valued downtown amenity, operating the farmers market on Saturdays from May through October of each year, drawing thousands of visitors on an annual basis; and

WHEREAS, the Kittitas County Farmers Market is uniquely qualified to operate a farmers market, and to provide such services with the degree of reasonable skill and diligence normally required to operate such markets;

NOW, THEREFORE, the parties agree as follows:

A. TERM

1. Subject to the conditions and provisions set forth in this Agreement and in the street closure permit required in Section B.1, below, the City will allow the Market to continue to use City-owned streets and facilities for its operations for 2022-2026. During this period, the Market may continue to utilize the same locations as described herein and depicted in the map attached as Exhibit 1, subject to modification, relocation or partial revocation if the area for which the permit has been granted is needed for a public purpose due to: 1) constraints by construction projects adjacent to and in the general vicinity of this location, including but not limited to Unity Park; 2) the presence of streateries on 4th Avenue, Pearl St. and/or Pine St.; 3) street maintenance; or 4) the potential development of a "Pearl Street Promenade". In the event that ~~construction~~ any such projects reduce or restrict the Market's use of City rights-of-way, the City will work cooperatively with the Market to find alternatives for its space needs, depending on whether the change is needed on a temporary or long-term basis.

2. "Market season" is defined as every Saturday beginning the first weekend in May and concluding the last Saturday in October. The Market hours are generally from 9 a.m. to 1 p.m. each Saturday the Market operates, excluding set-up and breakdown time.

3. The City will notify the Market of discussions or meetings related to future action or uses that are likely to impact the Market location, setup or arrangement.

4. The City and Market will review the terms and Agreement each January for any continued negotiations or adjustments.

B. STREET CLOSURE APPLICATION

1. Prior to use of City rights-of-way pursuant to this Agreement, the Market will apply to the City Council for a street closure permit during the Market season pursuant to the requirements of ECC 2.34.280. The Market must apply for renewal of the permit each year, which will require compliance with all the terms of this Agreement.

2. A map of the intended street use area covered by the street closure permit is attached hereto as Exhibit 1.

C. OTHER TERMS

1. **Signage.** The City will place temporary street closure signs on 4th Avenue by no later than each Friday of the Market season and remove them by the following Monday. The Market is responsible for placing street barricades at the intersections of 4th Avenue/Pearl Street and 4th Avenue/Pine Street no earlier than 5 a.m. each Saturday and removing them by no later than 4 p.m. each Saturday of the Market season.

2. **Parking Space.** The Market will be allowed the use of one parking spot on 4th Avenue during the Market season to park its utility trailer. The parking space location will be approved by the City Manager, but will generally be located between Pine and Ruby streets.

3. **Portable Toilet.** The Market will be responsible for providing portable toilets, as needed, with a hand washing station, for use during the Market season.

4. **Electrical Outlets.** Electric utilities for the Market area are available through the utility account held by the Ellensburg Downtown Association (EDA). The Market is responsible for making arrangements with the EDA for use and/or payment of electricity used by Market vendors.

5. **Market Configuration.** In advance of each market season the City and Market shall meet to agree on the layout and configuration of the market vendor locations. It is the City's intent with this agreement to memorialize the City's requirement to place market vendor booths back-to-back and provide direct public access to both the market vendors and businesses located along the street, wherever possible.

D. INDEMNIFICATION, INSURANCE AND LIABILITY

1. **Indemnification.** The Market agrees to indemnify, defend, save and hold harmless the City, its elected officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred, of whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance or failure to perform pursuant to this Agreement.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Market, the City retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against the City by an employee of Market, vendor, subcontractor, agent, or attendees of the Market, even if the Market is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the City. Market specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Market provide the broadest permitted scope of indemnity.

2. **Insurance.**

a. Prior to the commencement of the permitted use, the Market shall provide the City with satisfactory evidence in writing that the Market has in force, and will maintain in force throughout the duration of the permitted use, commercial general liability insurance satisfactory in form and substance to the City, duly issued by an insurance company authorized to do business in Washington.

b. The policy shall name the City of Ellensburg as an additional insured, and apply as primary insurance, regardless of any insurance the City may carry. Also, the policy must include:

- i. A provision that the City be notified not less than 30 days prior to cancellation of the policy, except in the case of non-payment, when less than 10 days prior notice is required; and
- ii. Comprehensive general liability insurance for bodily injury or death to any one person with minimum coverage limits of \$1 million; and
- iii. Comprehensive general liability insurance for bodily injury or death resulting from one accident with aggregate limits of \$2 million.

3. **Liability.** The City will not be liable for actual damages or consequential damages to the Market, vendors, subcontractors, or agents if the Market must be closed for public health, safety or welfare purposes.

E. TERMINATION

The terms of this Agreement are incorporated into the Market's street closure permit, and are conditions of that permit. This Agreement and the street closure permit authorize the Market to conduct only such use as is described in this Agreement and in the permit, and in accordance with the terms and conditions of the Agreement and the permit. It is unlawful for the applicant to violate the terms and conditions of the street closure permit or this Agreement, or to continue with the use if the permit has been revoked or has expired.

Either party may terminate the Agreement, for any reason, at the end of any Market season (last weekend in October) at its discretion provided the other party is notified in writing by December 31st of that year. Either party may also terminate the Agreement upon sixty (60) days' written notice if due to one or more of the events in Section A.1 above and the parties cannot agree on relocation of the Market.

F. INDEPENDENT CAPACITY

At all times and for all purposes of this Agreement, each party shall act in an independent capacity and not as an agent or representative of the other parties.

G. NO ASSIGNMENT

Neither party shall sell, assign, sublet, transfer, or in any manner encumber the rights and privileges granted herein, nor allow such assignment, subletting, transfer, or any other encumbrance to occur by operation of law or otherwise without the prior consent of the other parties. This provision does not apply to the Market's right to rent, lease or make available space to Market vendors.

H. AMENDMENT

The City reserves the right to amend this agreement for public health, safety, or welfare reasons subject to 60 days' notice to the Market and an opportunity for the parties to negotiate any proposed changes prior to implementation. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing.

I. GOVERNING LAW AND DISPUTES

This Agreement shall be governed by the laws of the State of Washington. Before instituting any legal action hereunder, the parties, through the City Manager (for the City), and the Manager (for Market) shall meet with each other and attempt in good faith to resolve the disagreement. Venue for any action hereunder shall be brought in the Superior Court of Kittitas County, Washington.

CITY OF ELLENSBURG

Nancy Lillquist, Mayor

ATTEST:

City Clerk

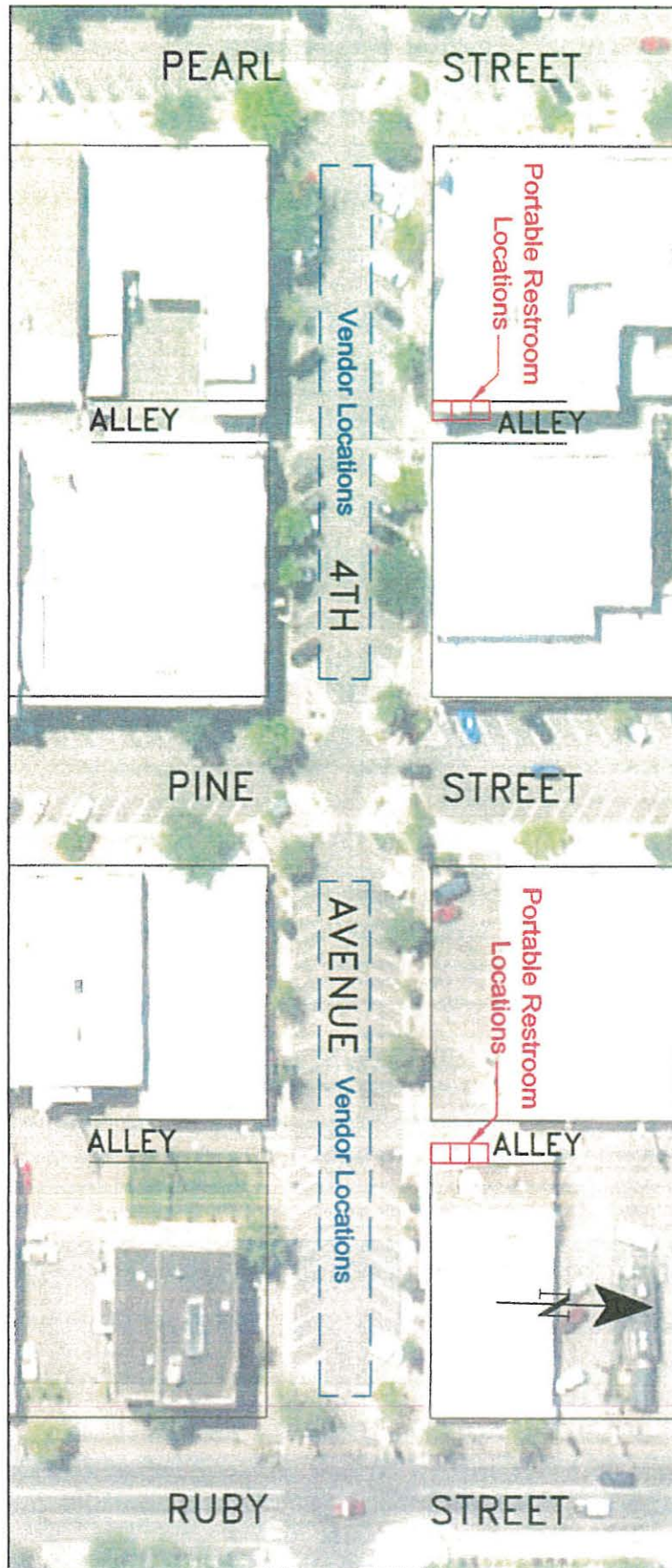
Approved as to form:

City Attorney

KITTITAS COUNTY FARMERS MARKET

Board President

EXHIBIT #1





CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 22, 2022

Item Title/Agenda Subject: Consultant Agreement – General Sewer System Plan Update and the Aeration System Improvements Pre-Design

Submitted by: Derek Mayo Public Works & Utilities

Recommended Action or Motion: Staff recommends City Council authorize the Mayor to sign the attached professional services agreement with Kennedy Jenks Consultants, Inc. to update the General Sewer Plan and complete the Aeration System Improvements Pre-Design phase.

Background/Summary: The City of Ellensburg is due for an update of the City's General Sewer System Plan (GSP). This GSP will include a complete evaluation (current year and 20 years in the future) of our Waste Water Treatment Facility (WWTF) and our Sewer Collection Systems to plan future needed capital improvements, and necessary maintenance/operation projects or improvements.

In addition, the City has budgeted for the design of an Aeration System Improvements, which tie into the GSP's thorough evaluation of the WWTF.

City staff has negotiated a contract with Kennedy Jenks Consultants, Inc. to complete the 2022 General Sewer System Plan and the pre-design and evaluation of the Aeration System Improvements at the WWTF. Staff is requesting the UAC to provide a favorable recommendation to City Council for award of this agreement.

The Utility Advisory Committee (UAC) forwarded a favorable recommendation to City Council to authorize the Mayor's signature on this contract at their February 17, 2022 meeting.

Previous Council Action: None.

Analysis: Staff solicited interest from consulting firms for the GSP and Aeration System Improvements Design project and received

Statements of Qualifications from five consulting firms. Staff evaluated and rated the top three firms to interview. City staff then conducted the interviews and based on the established rating criteria selected Kennedy Jenks Consultants, Inc. to complete the work. Staff has negotiated the proposed Consultant Agreement for consideration.

Financial Impact:

The 2021/2022 Sewer Budget includes \$250,000 for the GSP update and \$350,000 to begin the design of the Aeration System Replacement or Pre-Design, for a combined \$600,000 in the sewer budget. The proposed consultant agreement includes a not to exceed amount of \$262,150 for the GSP and \$121,392 for the Aeration System Pre-Design, for a total contract amount of \$383,542, which is below the amount budgeted for the two combined projects. Please note, a final design contract for the Aeration System Improvements will be needed after the Pre-Design phase provides the final recommendation on which Aeration System process is best suited moving forward.

Attachments:

[Consultant Agreement with Exhibits](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
KENNEDY/JENKS CONSULTANTS, INC.**

RELATING TO: General Sewer Plan/Aeration System Improvements

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this ____ day of _____, 20__ ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and Kennedy/Jenks Consultants, Inc. a corporation of the State of California 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 General Sewer Plan/Aeration System Improvements 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, 2023. 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 \$383,542. 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 negligent 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/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

Kennedy/Jenks Consultants, Inc.
32001 32nd Ave S, Suite 100

Federal Way, WA 98001

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 Projects 1 & 2

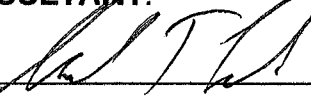
Exhibit B – Schedule for the Work

Exhibit C – Fee Schedule

Exhibit D – Task Budget

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

CONSULTANT:

By: 

Printed
Name: MICHAEL LUBOVICH

Title: OPERATIONS MANAGER

Tax ID#: 94-2147007

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

EXHIBIT A SCOPE OF SERVICES

Project Title: City of Ellensburg General Sewer Plan Update – Project 1

Background

The City of Ellensburg (City) wishes to update their General Sewer Plan (GSP) to identify, outline, and program collection system and wastewater treatment facility (WWTF) improvements for the next 20 years. The GSP will be developed in accordance with the requirements in the Washington State Administrative Code (WAC) section 173-240-050 and submitted to the Washington State Department of Ecology (Ecology) for approval. The City has also identified improvements to their aeration system which require an Engineering Report and subsequent final design.

The City selected Kennedy Jenks (Consultant) to develop the GSP and aeration system improvements.

- Project 1: General Sewer Plan Update
- Project 2: Aeration System Improvements

This initial scope of work consists of Engineering Services to perform Project 1 – General Sewer Plan Update. The Project 2 scope, schedule and fee will be developed separately and will be based, in part, on the findings and recommendations of Project 1.

Project 1 – General Sewer Plan Update

Consultant will develop a GSP Update for submission and approval by Ecology. The GSP will look at improvements across the entirety of the City's wastewater system, including the collections system and the WWTF for a 20-year period beginning from 2022 to 2042.

Task 100 – Meetings and Workshops**Sub-Task 101: Meetings***Consultant Services:***City Kickoff Meeting**

Prepare for, attend, and facilitate a virtual kick-off meeting with City and design team members. The meeting is anticipated to have a 4-hour duration and will be attended by up to 3 design team members.

Client stakeholders, planned roles and responsibilities, project scope, schedule, budget, project controls processes, deliverables, workshops, key deliverable dates and milestones, and key technical issues shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

BRVA Results Meeting

Prepare for, attend, and facilitate a virtual BRVA Results Meeting with City staff and design team members. The meeting is anticipated to have a 1-hour duration and will be attended by up to 3 design team members.

Collection System Analysis Review Meeting

Prepare for, attend, and facilitate a virtual Collection System Review Meeting with City staff and design team members. The meeting is anticipated to have a 1-hour duration and will be attended by up to 3 design team members.

Results of Collection System Analysis shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

WWTF System Analysis Review Meeting

Prepare for, attend, and facilitate a virtual WWTF System Review Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team members.

Results of WWTF System Analysis shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

Improvement Alternatives Analysis Meeting

Prepare for, attend, and facilitate a virtual Improvement Alternatives Analysis Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team members.

Improvement Alternatives shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

Capital Improvement Plan Review Meeting

Prepare for, attend, and facilitate a virtual Capital Improvement Plan Review Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team staff. Proposed Capital Improvement Plan shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

General Sewer Plan Draft Review Meeting

Prepare for, attend, and facilitate a virtual General Sewer Plan Draft Review Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team members.

The Draft General Sewer Plan shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

BRVA Workshops

Prepare for, attend, and facilitate four virtual (4) Business Risk and Vulnerability Assessment Workshops with City staff and design team members. Each workshop is anticipated to have a 4-hour duration and will be attended by up to 4 design team members.

City Responsibilities:

- Provide for City staff participation in all meetings and workshop. In addition to having the WRF Foreperson and City Project Manager at each meeting/workshop, we request the following City staff:
 - WRF Operations and Maintenance staff at BRVA Workshops
- Inform Consultant in a timely manner of any project changes that could impact Consultant's scope, deliverables, schedule, and/or budget.

Assumptions:

- All meetings will be conducted virtually.

Deliverables:

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).
- Workshop Agenda and Notes (Electronic, Adobe Acrobat format).

Task 200 – General Sewer Plan

This task will include data collection, system analysis, inspection and field work, engineering analysis and recommendations, financial analysis, and a capital improvement plan development which will be used to prepare a general sewer plan (Plan) in accordance with WAC 173-240-050 for submission to Ecology.

Sub Task 201: Data Collection and Document Review

Consultant Services:

Consultant shall gather and review information provided by the City which may include historical trend data from SCADA, diurnal peaking factors and storm data, CCTV inspection reports, City's GIS database, WWTF performance data, as-built drawings, wastewater sampling data, existing NPDES permit, existing O&M manuals, organizational structures, previous long-range plans, and repair/replacement/maintenance history.

Consultant shall develop request for information (RFI) for a comprehensive data request to the City. After receipt of available information, Consultant shall perform a gap analysis of the collected data and develop a list of additional information needed to develop the Plan.

City Responsibilities:

- Provide information requested by Consultant to extent possible

Assumptions:

- Up to 2 RFI's for project.
- Data from City will be provided in an electronic format such as Excel, Adobe, AutoCAD, or Word.
- City will provide historical record of facility connection charges by basin (approximately 5 years of records).
- City shall provide all necessary GIS files not publicly available.
- City will provide any planned or proposed updates to the zoning map

Deliverables:

- Comprehensive information request for supplemental background data to review.

Sub Task 202: System Analysis

Consultant Services: The Consultant shall identify the planning area for the Plan, review existing population data, and identify 20-year population projections for use in the GSP. The Consultant shall also analyze existing flow data and develop a Collection System model using InfoSWMM software. The working model of the collection system will be used to perform scenario analysis to identify future capacity limitations within the collection system. The model will require calibration through the use of six (6) flowmeters distributed throughout the system for a three-month period.

The Consultant shall execute Collection System Scenario analysis to include up to six (6) scenarios to include calibration of model and the following scenarios:

- Baseflow/Annual Average (Existing, 2042)

- Peak flow (Existing, 2042)
- Peak flow (Existing, 2042) with identified improvements

The Consultant shall also develop a hydraulic model for the WWTF (Visual Hydraulics) and execute WWTF Hydraulic Analysis based upon the current plant configuration to identify hydraulic bottlenecks based on current and projected peak day and peak hour flows for the planning period.

Assumptions:

- Data from City will be provided in an electronic format such as Excel, Adobe, AutoCAD, or Word.
- Population forecasts shall be established for the 20-year planning period using the population forecast consistent with the City's most recent Comprehensive Plan as a baseline.

Deliverables:

- WWTF and Collection system modelling results shall be summarized in the Plan.

Sub-Task 203: Inspection and Assessments

Consultant Services:

Consultant shall perform a field inspection condition of WWTF and Collection System assets. This includes the following:

Collection System

Consultant shall perform a condition and performance and pump test at up to 2 of the City's pump stations (PS). Assessments shall focus on the following asset classes: Rotating, Fixed, Linear, Structural, Electrical, Instrumentation & Control/SCADA. Performance assessment shall include pump draw down testing and O&M staff interview pertaining to historical maintenance records.

Consultant shall also complete a desktop analysis of gravity sewers and force mains based upon the overall risk as identified in the BRVA workshops as well as by incorporating performance/condition information from the City. Condition of existing force mains and gravity sewer pipelines will be based on installation date, pipe material, and available data provided by the City. Pipe-specific condition assessments and site visits are not included for these facilities. If the City has specific pipelines that require additional assessment, Consultant can provide this service can be provided via amendment. The desktop analysis will inform the City of future CCTV inspection needs and priorities.

WWTF

Consultant shall evaluate the City's WWTF with particular focus based on risks identified during the BRVA. Consultant shall focus the assessment of assets (Liquid and Solids Process) on the following classes: Rotating, Fixed, Linear, Structural, Electrical, Instrumentation &

Control/SCADA asset classes. Consultant shall perform prioritized as-needed condition assessments and desktop analyses based on focus process areas and based on the assessment from the BRVA prioritization results.

Consultant shall also conduct a treatment plant performance assessment. The assessment shall include:

- Review of current operational procedures and discuss and identify operational concerns and considerations with the WWTF staff.
- Identify major equipment needing to be replaced or rehabilitated and approximate timeline. A simple qualitative rating system will be used when equipment is identified for rehabilitation or replacement based upon the overall risk as identified in the BRVA workshops as well as by incorporating performance/condition assessments from the site visit and .

Through these assessments, Consultant shall identify process limitations, process redundancy, and flow split issues. Information from these assessments will feed into the risk mitigation solutions to be provided in subsequent tasks.

City Responsibilities:

- City shall provide access to needed records and to physical asset locations (PS and associated structures) for field assessments.
- City shall setup each PS for a pump test to facilitate an assessment by Consultant's team.
- City staff shall accompany Consultant at all Collection System locations.
- City staff shall be present during WWTF inspections.
- City will operate all equipment, as needed, to facilitate inspections.

Assumptions:

- City to provide traffic control, as necessary, for Collection System assessments.
- Consultant staff will provide their own personal protective equipment, as needed, for all site assessments.
- Collection System field inspection will occur over 8 hours during a single day and will include up to 4 Consultant staff.
- Consultant shall assess up to 2 pump stations.
- WWTF field inspection will occur over 8 hours on a single day. The inspection will include up to 3 Consultant staff.
- Collection System and WWTF field inspections will be scheduled on consecutive days.

Deliverables:

- Results of field inspections will be included in Plan.

Sub-Task 204: Risk Based Prioritization

Consultant Services:

Using the information collected from the inspection and field work Consultant shall identify remaining useful life of each system and identify assets that require near-term improvements (1-10 years). Consultant will also use this information to complete a system-level risk matrix that will serve as a decision-making and prioritization tool.

The Consultant will meet with the City to discuss the results of the risk analysis and work with the City to identify an approach to assess high-risk system assets. Approach may consist of engineered solutions, in-kind rehabilitation/replacement, or operational/maintenance management strategies.

Deliverables:

- A system level risk matrix
- A prioritized list of system assets by assessed risk

Sub-Task 205: Engineering Analysis and Recommendations

Consultant Services:

From the list of high-risk system assets identified in Sub-task 204, the Consultant will work with the City to identify engineering solutions and rehabilitation/replacement projects to serve as the basis for the Near-Term (1-10 years) Improvements identified in the Capital Improvement Plan. Lower-risk and less urgent needs will form the basis for the Mid-Long Term Improvements (10-20 years).

Near-Term Asset Improvement Assessment:

Consultant and City shall discuss preliminary solutions to the highest risk system assets during regularly held progress calls for validation and for further development. System assets identified as requiring engineering solutions will be discussed in detail during the Improvement Alternatives Analysis Workshop. During the Alternatives Analysis Workshop, the Consultant and City will discuss solutions to address key issues and mitigate identified risks for up to 6 system assets. These systems potentially include:

1. Solids System
2. Aeration System
3. Electrical System
4. Grit System
5. Collection System
6. Digester Gas System

Consultant shall provide Level 5 cost estimates based on the City's preferred solution for the 6 key issues explaining how the solution can be implemented as near-term capital improvement projects. Consultant shall review the results of the engineering analysis and recommendations with the City prior to finalizing recommendations.

Mid-Long Term Improvement Assessment:

Consultant shall provide a list of up to 6 Mid-Long Term projects to provide support to a connection fee study and rate analysis. Through this task, Consultant shall provide a project description for each asset need and provide planning level costs for each based on equipment/material quotes from vendors and past experience performing similar improvements.

SEPA Determination:

Consultant shall prepare the SEPA Checklist for the Plan in conformance with WAC 197-11-960 and City Standards. The SEPA Checklist will briefly describe the project and address the project's effect on elements of the environment, including a section for non-project actions, as outline in the Checklist. The Consultant will use project information and other available studies prepared for the project, such as the documentation prepared for the additional tasks/sub-tasks included in this proposal.

Assumptions:

- Near-term refers to high-risk asset needs that fall within the 10-year planning horizon.
- Up to 6 Near-term and 6 Mid-Long Term capital improvement projects are anticipated for this effort.
- Up to three alternatives will be evaluated for improvements to the existing WWTF treatment process.
- SEPA Checklist will be submitted to Ecology for approval as part of the Plan.
- Mid-Long Term needs as anticipated to include capacity limitations beyond the 10-year growth projection, lower-risk R/R projects, and process improvement and regulatory-driven projects that are expected to require construction of improvements beyond the 10-year planning horizon.

Deliverables:

- SEPA Checklist for Plan to City for approval.

Sub-Task 206: Financial Analysis (Sub-Consultant)**Consultant Services:**

Consultant will conduct a financial analysis to develop an implementation plan for the capital improvements identified.

City's Responsibilities:

- Attend up to two (2) virtual review meetings with Consultant and the FCS Group to go over assumptions and results of the financial analysis.

Assumptions:

- City will help facilitate analyses and reviews as noted.
- Consultant will utilize the rate work currently being performed by the FCS Group for the City's sewer utility.

Deliverables:

- Summary of and recommendations from the analysis shall be summarized in the Plan

Sub-Task 207: Capital Improvement Plan

Consultant Services:

Consultant use the results of the financial analysis and recommendations for the engineering analysis to develop an implementation plan for the near-term capital improvements identified. This Capital Improvement Plan (CIP) will aim to balance risk and financial resources. Urgent project development will provide recommendations for CIP project repairs or replacements or for modified management strategies based on evaluations to this point. Urgent asset needs will be determined to have a critical risk impact to wastewater system operations, warranting urgent action.

Deliverables:

- CIP will be included in Plan

Sub-Task 208: General Sewer Plan Development

Consultant Services:

Consultant will build on the findings from previous tasks to prepare a General Sewer Plan (Plan) that complies with WAC 173-240-050 for submission to Ecology. The plan is anticipated to be organized with the following chapters:

Chapter 1: Introduction, Purpose, and Scope
Chapter 2: Planning Area Characteristics
Chapter 3: Wastewater Characteristics
Chapter 4: Existing Wastewater Facilities
Chapter 5: Regulation and Policies
Chapter 6: Wastewater Collection System Analysis
Chapter 7: Wastewater Treatment Facility Analysis
Chapter 8: Operations and Maintenance
Chapter 9: Capital Improvement Plan
Chapter 10: Financial Analysis
Executive Summary and Appendices

Consultant shall submit a draft to the City for review. Consultant shall then review comments resulting from the City's review of the draft Plan and address and incorporate the responses

from the comments into a draft Plan for Ecology approval.

Consultant shall review comments resulting from Ecology's review of the draft Plan and prepare a response for each comment. Consultant shall address and incorporate the responses from the comments into the final Plan for Ecology approval.

City's Responsibilities:

- Timely review of draft Plan.

Assumptions:

- Ecology will take up to 3 months to review the draft Plan.
- Only one round of review comments from Ecology is anticipated.
- Comments from Ecology on the draft Plan will be minor in nature. The budget assumes up to 30 comments will be addressed. Additional comments may require additional Owner consolidation and/or budget augmentation.
- City will be the lead on the SEPA.

Deliverables:

- Draft and Final General Sewer Plan
- Responses to Ecology comments on the draft Plan in memorandum format.

Task 300 – Agency Coordination and Public Outreach

Sub-Task 301: Ecology Coordination

Consultant Services:

Consultant shall coordinate with Ecology to facilitate the review of the Plan. This will include correspondence, coordination, and up to three (3) virtual meetings:

1. Ecology Kick-off Meeting
2. Draft General Sewer Plan Review Meeting
3. Draft General Sewer Plan Comment Review Meeting

The Consultant will prepare for, attend, and facilitate the meetings with the Ecology, City staff, and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team staff.

Consultant shall prepare and submit a meeting agenda and meeting notes.

City's Responsibilities:

- Participate in meetings with Ecology

Assumptions:

- All meeting will be conducted virtually
- Each meeting is anticipated to have a 2 hour duration and will be attended by up to 3 Consultant staff.

Deliverables:

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).

Sub-Task 302: Utility Advisory Committee and City Council

Consultant Services:

Consultant shall coordinate with the Utility Advisory Committee and/or City Council to discuss the Plan. This will include two virtual General Sewer Plan progress meetings and one (1) in-person General Sewer Plan draft presentation. This will also include the development of fliers or other materials for distribution at the meetings.

City's Responsibilities:

- Schedule and participate in meetings with Utility Advisory Committee and/or City Council.

Assumptions:

- All meetings will be conducted virtually.
- Each meeting is anticipated to have a 2-hour duration and will be attended by up to 1 Consultant staff.

Deliverables:

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).

Task 400 – Project Management and QA/QC

Sub-Task 401: Project Management

Consultant Services:

Project Set-up

Consultant will set up the project within Consultant's accounting system and issue a Project Initiation Plan to the design team, outlining the scope and budget, and develop a baseline schedule.

Project Work Plan

Consultant shall prepare a Project Plan (PWP) as part of the project development efforts. The PWP shall consist of:

- i. City Expectations
- ii. Scope of Work (from contract)
- iii. Staffing Plan, including the Team Organization and Responsibilities
- iv. Work Plan
- v. Baseline Schedule (MS Project)

- vi. Quality Plan
- vii. Health and Safety Plan (HASP)

Project Management and Administration

Consultant shall provide project management services needed to execute the scope of work. This shall consist of project administration related to schedule, budget, and scope management, and communication of project activities with the City.

Consultant will provide management and oversight of in-house project personnel and subconsultants throughout the project. This task shall also consist of the provision of administrative support in the Consultant's office for the duration of the project.

Consultant will review and monitor project budget and progress on a regular basis, as well as management of in-house and subconsultant activities.

Consultant will allocate resources to meet project objectives based on this scope of work and will perform project controls activities to accomplish day to day management of the work.

Consultant will prepare and maintain a Major Decisions Log (MDL) that documents the County's major decisions related to the Project and include a monthly update with the progress status report.

Deliverables:

- Major Decisions Log updates (electronic, Adobe Acrobat format).

Monthly Project Invoice and Status Report

Consultant will establish and maintain a Project accounting system to organize and track Project costs in accordance with the Agreement and the work breakdown structure (WBS).

Consultant will prepare and submit monthly invoices electronically to City in accordance with the Agreement. Invoices shall be prepared and submitted electronically on a monthly basis.

Invoices shall include:

- i. breakdown of staff effort by major task;
- ii. a summary of expenditures for the month by major task;
- iii. a summary of expenditures to date by major task;
- iv. the amount previously invoiced;
- v. total invoiced; and
- vi. budget amount remaining.

The monthly progress report shall provide narrative summaries of the work performed through the most recent month, planned activities for the upcoming month, items requiring resolution or decisions by the City and issues/concerns, information needs, and a performance schedule update. For the purposes of this scope of work, a total of 18 invoices are assumed.

Schedule Development and Update

Develop a baseline project schedule for the Project activities defined in this Scope of Work following the notice to proceed and shall maintain the schedule through the life of the project. The schedule will identify the major activities for the Project (e.g. task and subtask level activities) and the schedule will be updated quarterly for the Project tasks.

Deliverables:

- Draft and final versions of Baseline Project Schedule
- Quarterly updates of Project Schedule

Monthly Progress Meetings

Prepare for, attend, and conduct virtual monthly progress meetings that will include a review of progress, discussion of items requiring feedback, list of outstanding issues requiring resolution, status of scope, schedule and budget, and review of risks. Consultant Project Manager will attend all meetings and additional key staff may attend as needed.

Consultant shall prepare and submit meeting agendas and meeting minutes for the progress meetings. For the purposes of this scope of work, a total of 12 meetings are assumed. The meetings are anticipated to have a ½ hour duration and will be attended by up to 2 design team staff.

Assumptions:

- Project duration will be 18 months.

Deliverables:

- Meeting agenda and notes (Electronic, Adobe Acrobat format)

Sub-Task 402 - Quality Control

Consultant Services:

Quality Management Plan

Prepare a Quality Management Plan (QMP) for the project that identifies procedures, compliance methods, lines of communications and responsibilities, methods of checking and correcting the work, formats and procedures for responding to Trane's comments on deliverables, and record keeping requirements. The QMP shall also identify personnel and schedules to complete QA/QC reviews of the work and deliverables.

QA/QC Monitoring and Project Reviews

Conduct an in-house Concept and Criterion (C&CR) meeting early in the project to obtain focused technical input from senior Consultant staff based on their experience from other similar projects.

Review draft Plan and other deliverables included in the scope of work will be reviewed. Reviews will be performed by senior Consultant staff as identified in the QMP.

Sub-Task 403 - Health and Safety

Consultant Services:

Prepare a project-specific health and safety plan (HASP) prior to initiating any field activities.

EXHIBIT A-2 SCOPE OF SERVICES

Project Title: City of Ellensburg General Sewer Plan Update – Project 2

Background

The City of Ellensburg (City) wishes to update their General Sewer Plan (GSP) to identify, outline, and program collection system and wastewater treatment facility (WWTF) improvements for the next 20 years. The GSP will be developed in accordance with the requirements in the Washington State Administrative Code (WAC) section 173-240-050 and submitted to the Washington State Department of Ecology (Ecology) for approval. The City has also identified improvements to their aeration system which require a Engineering Report and subsequent final design.

The City selected Kennedy Jenks (Consultant) to develop the GSP and aeration system improvements.

- Project 1: General Sewer Plan Update
- Project 2: Aeration System Improvements

The Project 2 scope, schedule and fee will include several phases to include:

- Phase 1: Alternatives Analysis
- Phase 2: Engineering Report
- Phase 3: Final Design
- Phase 4: Engineering Services During Construction

This initial phase of Project two includes the development of two technical memos which will determine the sizing and type of aeration system improvements, which will be sent to Ecology for provisional approval. Subsequent phases will include the development of an Engineering Report in accordance with the requirements of WAC section 173-240-060 and submitted to Ecology for approval as well as the final design of the aeration system improvements which will also be submitted to Ecology for approval. These subsequent phases will be approved by written amendment to Project 2.

Project 2 – Aeration System Improvements Phase 1

Consultant will develop the flows and loads for the aeration system improvements as well as develop the alternatives analysis for submission and provisional approval by Ecology. The work will occur concurrent to the General Sewer Plan Update in Project 1.

Task 100 – Meetings and Workshops**Sub-Task 101: Meetings***Consultant Services:***Improvement Alternatives Analysis Meeting**

Prepare for, attend, and facilitate a virtual Aeration System Improvement Alternatives Analysis Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team members.

Improvement Alternatives shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

Flow and Loads & Service Levels Workshop

Prepare for, attend, and facilitate a virtual Flows and Loads & Service Levels Workshop with City staff and design team members. The meeting is anticipated to have a 3-hour duration and will be attended by up to 3 design team members.

Strategy for determining the WWTF influent flows and loads for the planning period as well as overall WWTF and collection system Service Levels shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

City Responsibilities:

- Provide for City staff participation in all meetings and workshop.
- Inform Consultant in a timely manner of any project changes that could impact Consultant's scope, deliverables, schedule, and/or budget.

Assumptions:

- All meetings will be virtual.

Deliverables:

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).
- Workshop Agenda and Notes (Electronic, Adobe Acrobat format).

Task 200 – Aeration System Improvements Alternatives Analysis

This task will include data collection, system analysis, inspection and field work, engineering analysis and recommendations to develop two technical memorandums for Ecology's provisional approval to support the continued development of the Aeration System Improvements during the concurrent development of the General Sewer Plan in Project 1.

Sub Task 201: Data Collection and Document Review

Consultant Services:

Consultant shall gather and review information provided by the City in Project 1 which may include historical trend data from SCADA, diurnal peaking factors and storm data, CCTV inspection reports, City's GIS database, WWTF performance data, as-built drawings, wastewater sampling data, existing NPDES permit, existing O&M manuals, organizational structures, previous long-range plans, and repair/replacement/maintenance history.

City Responsibilities:

- Provide information requested by Consultant to extent possible.

Assumptions:

- Data from City will be provided in an electronic format such as Excel, Adobe, AutoCAD, or Word.

Sub Task 202: Establish Flows and Loads

Consultant Services:

The Consultant shall establish Wastewater Characterization. This includes establishing a baseline wastewater characterization which includes wastewater sampling data collected by the City to create a wastewater loading profile for use in the process analysis and improvements evaluation for both Project 1 and Project 2. The anticipated flows and loads to the WWTF during the 20-year planning period will be memorialized in a technical memorandum (TM) that will be sent to Ecology for provisional approval to allow for continued development of the aeration system improvements during the concurrent General Sewer Plan update in Project 1. This task includes

- Create wastewater sampling plan
- Establish baseline wastewater characterization
- Develop and submit a Draft TM to Ecology for provisional approval
- Respond to Ecology comments and submit a Final TM to Ecology.

City Responsibilities:

- Collect and analyze WWTF samples in accordance with Consultant's Sampling Plan

Assumptions:

- Data from City will be provided in an electronic format such as Excel, Adobe, AutoCAD, or Word.
- Additional wastewater samples shall be collected by the City with guidance from Consultant as to location within the wastewater process, quantity, and parameters analyzed.
- Population forecasts shall be established for the 20-year planning period using the population forecast consistent with the City's most recent Comprehensive Plan as a baseline.
- Ecology will provide comments and provisional approval of Flows and Loads.

Deliverables:

- Wastewater sampling plan
- Draft and Final Flows and Loads Technical Memorandum

Sub Task 203: System Analysis

Consultant Services:

The Consultant shall develop a WWTF process model for the purpose of assessing hydraulic and process limitations within the existing WWTF under current and future flow and load scenarios. This task includes:

- Create process model (BioWin) based on current WWTF process configuration
- Run steady-state calculations to evaluate process capacity and identify bottlenecks

The Consultant shall execute WWTF Process Model Scenario Analysis to include up to six (6) Scenarios to include calibration of model, evaluating plant performance with largest unit of various processes out of service as well as plant performance with proposed improvements.

City Responsibilities:

- Collect and analyze WWTF samples in accordance with Consultant's Sampling Plan

Assumptions:

- Data from City will be provided in an electronic format such as Excel, Adobe, AutoCAD, or Word.
- Additional wastewater samples shall be collected by the City with guidance from Consultant as to location within the wastewater process, quantity, and parameters analyzed.

- Population forecasts shall be established for the 20-year planning period using the population forecast consistent with the City's most recent Comprehensive Plan as a baseline.

Deliverables:

- Wastewater sampling plan
- WWTF and system modelling results shall be summarized in the General Sewer Plan in Project 1.
- Draft and Final Flows and Loads Technical Memorandum.

Sub-Task 204: Aeration System Inspection and Assessment

Consultant Services:

Consultant shall perform a field inspection condition of the WWTF assets. This includes the following:

Aeration System

Consultant shall evaluate the City's WWTF with particular focus based on the Aeration System. Consultant shall focus the assessment of assets on the following classes: Rotating, Fixed, Linear, Structural, Electrical, Instrumentation & Control/SCADA asset classes. Consultant shall perform prioritized as-needed condition assessments and desktop analyses based on focus process areas and based on the assessment from the BRVA prioritization results.

Consultant shall also conduct a treatment plant performance assessment. The assessment shall include:

- Review of current operational procedures and discuss and identify operational concerns and considerations with the WWTF staff.
- Identify major equipment needing to be replaced or rehabilitated and approximate timeline. A simple qualitative rating system will be used when equipment is identified for rehabilitation or replacement based upon the overall risk as identified in the BRVA workshops as well as by incorporating performance/condition assessments from the site visit and .

Through these assessments, Consultant shall identify process limitations, process redundancy, and flow split issues. Information from these assessments will feed into the alternatives analysis provided in subsequent tasks.

City Responsibilities:

- City shall provide access to needed records and to physical asset locations (PS and associated structures) for field assessments.
- City staff shall be present during inspections.

- City will operate all equipment, as needed, to facilitate inspections.

Assumptions:

- Consultant staff will provide their own personal protective equipment, as needed, for all site assessments.
- Field inspection will occur over 8 hours on a single day. The inspection will include up to 5 Consultant staff.
- Field inspections will be scheduled on consecutive days in conjunction with field inspections from Project 1.

Deliverables:

- Results of field inspections will be included in the General Sewer Plan in Project 1.

Sub-Task 205: Alternatives Analysis and Recommendations

Consultant Services:

Using the Flows and Loads information collected from Task 202, the system analysis from Task 203 the inspection and field work collected from Task 204, and using the information provided in the 2018 WWTF Aeration Basin Study (2018 Report) conducted by Gray & Osborne, Inc., the Consultant shall work with the City to identify aeration system improvement alternatives. The four alternatives previously identified in the 2018 Report will be revisited to include the following:

- Verify sizing criteria using updated Flows and Loads
- Verify assumptions used in development of alternatives
- Update capital costs in 2022 dollars

In addition to the four alternatives from the 2018 Report, two additional alternatives will be developed to include the following:

- Retrofitting the existing aeration system with a submerged aerobic fixed film reactor
- Retrofitting the existing aeration system with a Biolac extended aeration system.

The Consultant shall provide Level 5 cost estimates for all alternatives and shall review the results of the engineering analysis and recommendations with the City prior to finalizing recommendations.

The four updates and two additional alternatives will be evaluated in a technical memorandum submitted to Ecology for provisional approval to allow for continued development of the aeration system improvements during the concurrent General Sewer Plan update in Project 1.

Assumptions:

- Ecology will accept and approve 2018 Report.
- Ecology will allow for 2018 Report to be utilized as a basis for the alternatives analysis.

- Ecology will provide comments and provisional approval of Alternatives Analysis.

Deliverables:

- Draft and Final Alternatives Analysis Technical Memorandum

Sub-Task 206: Geotechnical Analysis (Sub-Consultant)

Consultant Services:

Consultant will conduct a desktop geotechnical analysis for any aeration system improvement alternatives requiring excavation and/or structural improvements impacted by local soil conditions. The desktop analysis will inform the structural design elements potentially needed for the respective alternatives which can be used to develop appropriate design and construction cost estimates.

Assumptions:

- Any additional geotechnical exploration required such as test pits, soil sample analysis, test borings, etc. will be conducted during subsequent phases of Project 2.

Deliverables:

- Summary of and recommendations from the analysis shall be summarized in the Alternatives Analysis Technical Memorandum.

Task 300 – Agency Coordination

Sub-Task 301: Ecology Coordination

Consultant Services:

Consultant shall coordinate with Ecology to facilitate the review of the Plan. This will include correspondence, coordination, and up to three (2) virtual meetings:

1. Draft Flows and Loads Technical Memorandum Review Meeting
2. Draft Alternatives Analysis Technical Memorandum Review Meeting

The Consultant will prepare for, attend, and facilitate the meetings with the Ecology, City staff, and design team members. The meetings are anticipated to have a 2-hour duration and will be attended by up to 3 design team staff.

Consultant shall prepare and submit a meeting agenda and meeting notes.

City's Responsibilities:

- Participate in meetings with Ecology

Assumptions:

- All meeting will be conducted virtually
- Each meeting is anticipated to have a 2 hour duration and will be attended by up to 3 Consultant staff.

Deliverables:

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).

Task 400 – Project Management and QA/QC

Sub-Task 401: Project Management

Consultant Services:

Project Set-up:

Consultant will set up the project within Consultant's accounting system and issue a Project Initiation Plan to the design team, outlining the scope and budget, and develop a baseline schedule.

Project Work Plan

Consultant shall prepare a Project Plan (PWP) as part of the project development efforts. The PWP shall consist of:

- i. City Expectations
- ii. Scope of Work (from contract)
- iii. Staffing Plan, including the Team Organization and Responsibilities
- iv. Work Plan
- v. Baseline Schedule (MS Project)
- vi. Quality Plan
- vii. Health and Safety Plan (HASP)

Project Management and Administration

Consultant shall provide project management services needed to execute the scope of work. This shall consist of project administration related to schedule, budget, and scope management, and communication of project activities with the City.

Consultant will provide management and oversight of in-house project personnel and subconsultants throughout the project. This task shall also consist of the provision of administrative support in the Consultant's office for the duration of the project.

Consultant will review and monitor project budget and progress on a regular basis, as well as management of in-house and subconsultant activities.

Consultant will allocate resources to meet project objectives based on this scope of work and will perform project controls activities to accomplish day to day management of the work.

Consultant will prepare and maintain a Major Decisions Log (MDL) that documents the County's major decisions related to the Project and include a monthly update with the progress status report.

Deliverables:

- Major Decisions Log updates (electronic, Adobe Acrobat format).

Monthly Project Invoice and Status Report

Consultant will establish and maintain a Project accounting system to organize and track Project costs in accordance with the Agreement and the work breakdown structure (WBS).

Consultant will prepare and submit monthly invoices electronically to City in accordance with the Agreement. Invoices shall be prepared and submitted electronically on a monthly basis.

Invoices shall include:

- i. breakdown of staff effort by major task;
- ii. a summary of expenditures for the month by major task;
- iii. a summary of expenditures to date by major task;
- iv. the amount previously invoiced;
- v. total invoiced; and
- vi. budget amount remaining.

The monthly progress report shall provide narrative summaries of the work performed through the most recent month, planned activities for the upcoming month, items requiring resolution or decisions by the City and issues/concerns, information needs, and a performance schedule update. For the purposes of this scope of work, a total of 9 invoices are assumed.

Schedule Development and Update

Develop a baseline project schedule for the Project activities defined in this Scope of Work following the notice to proceed and shall maintain the schedule through the life of the project. The schedule will identify the major activities for the Project (e.g. task and subtask level activities) and the schedule will be updated quarterly for the Project tasks.

Deliverables:

- Draft and final versions of Baseline Project Schedule
- Quarterly updates of Project Schedule

Sub-Task 402 - Quality Control

Consultant Services:

Quality Management Plan

Prepare a Quality Management Plan (QMP) for the project that identifies procedures, compliance methods, lines of communications and responsibilities, methods of checking and correcting the work, formats and procedures for responding to Trane's comments on deliverables, and record keeping requirements. The QMP shall also identify personnel and schedules to complete QA/QC reviews of the work and deliverables.

QA/QC Monitoring and Project Reviews

Conduct an in-house Concept and Criterion (C&CR) meeting early in the project to obtain focused technical input from senior Consultant staff based on their experience from other similar projects.

Review draft Plan and other deliverables included in the scope of work will be reviewed. Reviews will be performed by senior Consultant staff as identified in the QMP.

Sub-Task 403 - Health and Safety

Consultant Services:

Prepare a project-specific health and safety plan (HASP) prior to initiating any field activities.

Exhibit B Project Schedule

ID	Task Name	Task Mode	Task	Duration	Start	Finish	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter
1	Project 1: General Sewer Plan	WBS		300 days	Mon 3/7/22	Mon 5/1/23	Dec	Jan	Feb	Mar	Apr	May
2	Project Initiation	WBS		20 days	Mon 3/7/22	Fri 4/1/22						
3	Data Collection	WBS		140 days	Mon 4/4/22	Fri 10/14/22						
4	BRVA Workshops	WBS		10 days	Mon 10/17/22	Fri 10/28/22						
5	System Analysis	WBS		50 days	Mon 5/2/22	Fri 7/8/22						
6	Inspection and Field Work	WBS		10 days	Mon 7/11/22	Fri 7/22/22						
7	Risk-Based Prioritization	WBS		25 days	Mon 7/25/22	Fri 8/26/22						
8	Engineering Analysis and Recommendations	WBS		40 days	Mon 8/29/22	Fri 10/21/22						
9	Capital Improvement Plan	WBS		30 days	Mon 10/24/22	Fri 12/2/22						
10	General Sewer Plan Development	WBS		280 days	Mon 4/4/22	Mon 5/1/23						
11	Draft GSP	WBS		200 days	Mon 4/4/22	Fri 1/6/23						
12	City Review of GSP	WBS		10 days	Mon 1/9/23	Fri 1/20/23						
13	Submit Draft Plan to Ecology	WBS		5 days	Mon 1/23/23	Fri 1/27/23						
14	Ecology Review	WBS		45 days	Mon 1/30/23	Fri 3/31/23						
15	Respond to Ecology Comments	WBS		20 days	Mon 4/3/23	Fri 4/28/23						
16	Ecology Approval	WBS		0 days	Mon 5/1/23	Mon 5/1/23						
17		WBS										
18	Project 2: Aeration System Improvements Phase 1	WBS		181 days	Mon 4/4/22	Mon 12/12/22						
19	Data Collection and Review	WBS		40 days	Mon 4/4/22	Fri 5/27/22						
20	Establish Flows and Loads	WBS		20 days	Mon 5/30/22	Fri 6/24/22						
21	Draft Flows and Loads TM	WBS		21 days	Mon 6/27/22	Mon 7/25/22						
22	Ecology Review of TM	WBS		30 days	Tue 7/26/22	Mon 9/5/22						
23	System Analysis	WBS		20 days	Tue 7/26/22	Mon 8/22/22						
24	Aeration System Inspection and Assessment	WBS		10 days	Mon 7/11/22	Fri 7/22/22						
25	Alternatives Analysis and Recommendations	WBS		20 days	Tue 9/6/22	Mon 10/3/22						
26	Geotechnical Analysis	WBS		20 days	Mon 7/11/22	Fri 8/5/22						
27	Draft Alternatives Analysis Update TM	WBS		20 days	Tue 10/4/22	Mon 10/31/22						
28	Ecology Review of TM	WBS		30 days	Tue 11/1/22	Mon 12/12/22						
29		WBS										

Project: Project1 Date: Fri 1/21/22	Task	Project Summary	Manual Task	Start-only	Deadline
	Split	Inactive Task	Duration-only	Finish-only	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	

Exhibit C

FEE SCHEDULE

EXHIBIT C

Kennedy/Jenks Consultants 2021 Billing Rates						
	Staff Name	Classification	Direct Labor Rate	Overhead (200.21% x R)	Profit 15%	Total Hourly Billing Rate
	Aihara, Jill	Administrative Assistant	\$39.88	\$79.84	\$17.96	\$137.68
	Bryden, Greg	Engineer/Scientist/Specialist 6	\$64.50	\$129.14	\$29.05	\$222.68
	Capaci, Mackenzie	Engineer/Scientist/Specialist 4	\$45.04	\$90.17	\$20.28	\$155.50
	Dutschke, Steven	Engineer/Scientist/Specialist 6	\$67.52	\$135.18	\$30.41	\$233.11
	Fitzhugh, Aimee	Engineer/Scientist/Specialist 4	\$49.80	\$99.70	\$22.43	\$171.93
	Foray, Jeffrey	Engineer/Scientist/Specialist 7	\$73.76	\$147.67	\$33.22	\$254.65
	Hoffman, Janet	Engineer/Scientist/Specialist 5	\$57.00	\$114.12	\$25.67	\$196.79
	Jindra, John	Engineer/Scientist/Specialist 4	\$50.60	\$101.31	\$22.79	\$174.69
	Kim, Eun	Engineer/Scientist/Specialist 5	\$55.16	\$110.44	\$24.84	\$190.44
	Lubovich, Michael	Engineer/Scientist/Specialist 6	\$65.72	\$131.58	\$29.59	\$226.89
	Maxey, Nicole	Project Administrator	\$36.64	\$73.36	\$16.50	\$126.50
	Perez, Andrew	Engineer/Scientist/Specialist 6	\$69.64	\$139.43	\$31.36	\$240.43
	Reisinger, Lawrence	Engineer/Scientist/Specialist 7	\$70.24	\$140.63	\$31.63	\$242.50
	Salter, Jake	Engineer/Scientist/Specialist 5	\$59.40	\$118.92	\$26.75	\$205.07
	Stoll, Chris	Engineer/Scientist/Specialist 6	\$72.12	\$144.39	\$32.48	\$248.99
	Ward, Nathan	Engineer/Scientist/Specialist 4	\$47.96	\$96.02	\$21.60	\$165.58
	Walz, Ron	Engineer/Scientist/Specialist 8	\$90.64	\$181.47	\$40.82	\$312.93
	Werner, Luke	Engineer/Scientist/Specialist 6	\$69.88	\$139.91	\$31.47	\$241.25
	Zeller, Kathy	Engineer/Scientist/Specialist 3	\$34.80	\$69.67	\$15.67	\$120.14

Kennedy/Jenks adjusts salaries annually in March.

EXHIBIT D TASK BUDGET

A. Compensation:

CONSULTANT will be compensated not more than \$383,542 for Project 1 and 2 services. The compensation for Project 1 services shall not exceed \$262,150 and the compensation for Project 2 services shall not exceed \$121,392. Tasks budgets are as follows:

Project/Task	Estimated Effort
Project 1 - General Sewer Plan Update	
Task 100. Meetings and Workshops	\$44,619
Task 200. General Sewer Plan	\$164,616
Task 300. Agency Coordination and Public Outreach	\$10,549
Task 400. Project Management and QA/QC	\$42,366
Project 1 - Total	\$262,150
Project 2 - Aeration System Improvements Phase 1	
Task 100. Meetings and Workshops	\$8,167
Task 200. Aeration System Improvements Alternatives Analysis	\$90,185
Task 300. Agency Coordination	\$5,740
Task 400. Project Management and QA/QC	\$17,300
Project 2 - Total	\$121,392
Projects 1 & 2 - Total	\$383,542

B. Requests for Payment:

1. At a minimum the invoice is to include: performance period; date of submission; CONSULTANT's name, remittance address and phone number; number of hours being billed; invoice total; and any additional applicable information.

2. Submit via e-mail to:

Mike Helgeson
Assistant Public Works Director
City of Ellensburg
501 N. Anderson St.
Ellensburg, WA 98926
helgy@ci.ellensburg.wa.us

3. Payment will be made to CONSULTANT within thirty (30) days of the receipt of a complete and accurate invoice



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 22, 2022

Item Title/Agenda Subject: Resolution 2022-04 approving Glahn Street Tree Removal Request at 501 N Water Street

Submitted by: Erin McGowan Public Works & Utilities

Recommended Action or Motion: Adopt the attached resolution authorizing Tyler Glahn to remove the designated trees.

Background/Summary: Tyler Glahn is requesting permission to remove five street trees at 501 N Water Street. He will be building a new 49-unit apartment complex at this location. All trees are Siberian Elm, located in the planter strip and overhanging 5th Avenue.

Tree Condition: The Siberian Elms are in fair condition, but have typical poor branching habit and deadwood of the species. The trees are also exhibiting signs of decay around poor pruning cuts.

City Infrastructure Damage: The trees roots have contributed to upheaval of the sidewalk and curb line creating possible tripping hazards. One of the trees is interfering with the guy wires of a neighboring utility pole.

Tree Maintenance Activity by City: The Street Department has trimmed these trees several times over the years, most recently in 2021.

Species Suitability to Location: Siberian Elms are not good urban trees. They are weak wooded, and are prone to branch or main stem failures.

Private damage claims processed by the City: None known.

Previous Council Action: None.

Analysis: Removal of the trees is appropriate. It is an undesirable species and on the "do not plant" list. All trees will be replaced with 1-3/4 trunk size flowering pear trees which are approved for right of way use.

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

Attachments:

[501 N Water St - Glahn Request](#)

[501 N Water St - Tree Removal Graphics](#)

[Resolution 2022-04 - 501 N Water St - Glahn Street Tree Removal](#)

Sent: Thu 1/27/2022 10:29 AM

Good morning Erin please find this email as my formal request to remove all trees along the right way fronting 5th ave between the intersection of water and the alley along the west side of water st. These trees were deemed overgrown and insignificant by past staff member Gordon Crane. the removal of these trees is to allow access to the 49 unit currently under plan review. All trees will be replaced with 1-3/4 trunk size flowering pear trees which are approved for right of way use.

Tyler Glahn

Attachment 1 – Siberian Elms on 5th Avenue





RESOLUTION NO. 2022-04

A RESOLUTION authorizing Tyler Glahn to remove five street trees located at 501 N Water 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, Tyler Glahn has requested permission to remove five street trees in order to build a new 49 unit apartment complex;

WHEREAS, City Stormwater and Street Tree Utility Program Manager has reviewed the condition of the trees and the proposed replanting of the trees, and recommends the City Council authorize removal of the trees;

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

Section 1. Tyler Glahn is authorized to remove five street trees located on 501 N Water Street. Approval is conditioned upon Tyler Glahn first receiving a Street Tree Permit and Public Works Permit from the City of Ellensburg Public Works & Utilities Department for removal of the trees at Tyler Glahn's expense including removal of the stump, and replanting five 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 \$1,200 refundable deposit shall be posted prior to the issuance of the Street Tree Permit to assure replacement of the trees.

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

ADOPTED by the City Council of the City of Ellensburg this February 22, 2022.

MAYOR

CITY CLERK



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 22, 2022

Item Title/Agenda Subject: Stuart Meadows Subdivision Final Plat Application and Approval of Resolution.

Submitted by: Jamey Ayling Community Development

Recommended Action or Motion:

1. Approve the Stuart Meadows plat as Final and authorize the Mayor to sign the final plat of Stuart Meadows.
2. Approve the Resolution in support of Council's approval of the final plat of Stuart Meadows and authorize the Mayor to sign the mylars for the final plat.

Background/Summary: The City has received a final plat application for the Stuart Meadows Subdivision from Patrick Sullivan, agent for Habitat for Humanity, owner. The Stuart Meadows Plat is located at 113 W Bender Road in the City of Ellensburg. As proposed, the plat will create 18 single-family lots, ranging in size from 5,145 to 5,990 square feet, intended for single family-homes. The property is zoned Residential Suburban-Density (R-S) and lies within the Airport Overlay (A-O) zone and shall be identified as such on the face of the plat.

Previous Council Action: A closed record public hearing on the preliminary plat for the Stuart Meadows Subdivision was held before the City Council on August 16, 2021. Based on the evidence and testimony presented at said public hearing, Council conditionally approved (as evidenced in the approved minutes of the August 16, 2021) the preliminary plat, which was confirmed with the adoption of Council Resolution No. 2021-25 on August 16, 2021 meeting. Council approved the Stuart Meadows Preliminary Plat with the following conditions:

- a) Fulfillment of all City code required final plat design and construction requirements for on-site and off-site improvements prior to final plat approval.
- b) The applicant will meet the requirements of the Energy Services – Light Department discussed in its memorandum dated February 21, 2021.

- c) The applicant will meet the requirements of the Energy Services – Gas Department discussed in its memorandum dated February 26, 2021.
- d) The applicant will meet the requirements of the Public Works Department discussed in its memorandums dated April 26, 2021.
- e) The applicant will meet the requirements of the Pre-Application Report Page Comments from the City of Ellensburg Fire Marshall dated February 23, 2021.
- f) The applicant will meet the requirements of the Cascade Irrigation District (CID) as per CID's Pre-Application Comments dated July 1, 2021.
- g) The applicant will meet the requirements of the SEPA Official's issuance of Determination of Non-Significance (DNS) dated June 4, 2021.
- h) If applicable, the applicant may be required to obtain an NPDES Construction Storm Water General Permit from the Washington State Department of Ecology, as well as all other permits (site grading permit, SWPPP, etc.) that may be required as a result of plat development. Subdivision and land development activities shall follow the requirements of the Ellensburg City Code, including the Design Standards.
- i) All requirements of utility providers, City departments, and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
- j) No certificates of occupancy shall be issued prior to completion of required public improvements in a manner acceptable to the City in its sole discretion. Issuance of any certificate of occupancy prior to full completion of any of the required improvements shall not be deemed to be a waiver of this section, and such issuance shall not stop the City or impair its ability to demand full completion of required improvements prior to issuance of any further certificates of occupancy.

Analysis:

With the preliminary plat approval granted by City Council on August 16, 2021, the expiration date for finalizing the plat is August 16, 2026. The applicant is now submitting the final subdivision application for review by City Council.

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

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

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

council's written approval on the face of the final subdivision plat drawing.

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

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

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

On August 16, 2021, during the preliminary plat review process, the proposed subdivision was determined to be in conformance with the Land Development Code requirements pertaining to R-S zoning. Staff has found the final subdivision application for the Stuart Meadows Subdivision to be in conformance with the conditions of approval for the preliminary plat, as well as with all adopted City Codes and other requirements. As required, the civil plans for this plat have been approved by the Public Works Department and the remaining public improvements will be covered by a bond posted by the applicant.

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

approval authorized through Resolution 2021-25.

Financial Impact: No financial Impact is anticipated at this time

Attachments:

[Stuart Meadows Final Plat Resolution - Findings of Fact](#)

[Exhibit 1 Vicinity Map](#)

[Exhibit 2 Final Plat](#)

[Exhibit 3 Application Cover Sheet](#)

RESOLUTION NO. 2022 – 05

A Resolution approving the Final Plat of the Stuart Meadows Subdivision (P22-003).

WHEREAS, property owner Patrick Sullivan agent for Habitat for Humanity, (hereinafter “Owner”), has submitted an application (P22-003) for a final subdivision plat on one parcel, Kittitas County Assessor’s Parcel ID# 541133, located at 113 W Bender Road, in the City of Ellensburg, County of Kittitas, State of Washington (hereinafter the “Property”); and

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

WHEREAS, in accordance with Chapter 15.260 ECC, the Hearings Examiner held a public hearing on July 7, 2021, to review the proposed development, after which the Hearings Examiner forwarded a recommendation of approval with ten conditions to City Council, as evidenced in the adoption of the approved minutes; and

WHEREAS, the Owner submitted the Preliminary Plat to the City for review and consideration by Council at a duly-advertised closed record public hearing held on August 16, 2021; and

WHEREAS, based on the evidence and testimony presented at said public hearing, City Council conditionally approved the subdivision of the property to allow further residential development of said property as evidenced in the approved minutes of the Council meeting of August 16, 2021 and the adoption of Council Resolution No. 2021-25 on August 16, 2021; and

WHEREAS, per RCW 58.17.140, as this preliminary plat was approved after January 1, 2015 and is not subject to the Shoreline Management Act, the applicant has five (5) years to file for final plat approval, or until August 16, 2026; and

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

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

WHEREAS, the Final Plat application was reviewed by City Council in a public meeting held on February 22, 2022; and

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

NOW, THEREFORE, the City Council for the City of Ellensburg do resolve as follows:

Section 1. The “Whereas” provisions set forth above are hereby incorporated in this Resolution as findings in support of the actions authorized in this Resolution.

Section 2. The City Council finds that the conditions of preliminary plat approval for the Stuart Meadows final plat have been met and the requirements for recording the final plat have been satisfied.

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

ADOPTED by the City Council of Ellensburg this 22nd day of February, 2022.

Nancy Lillquist, Mayor

ATTEST:

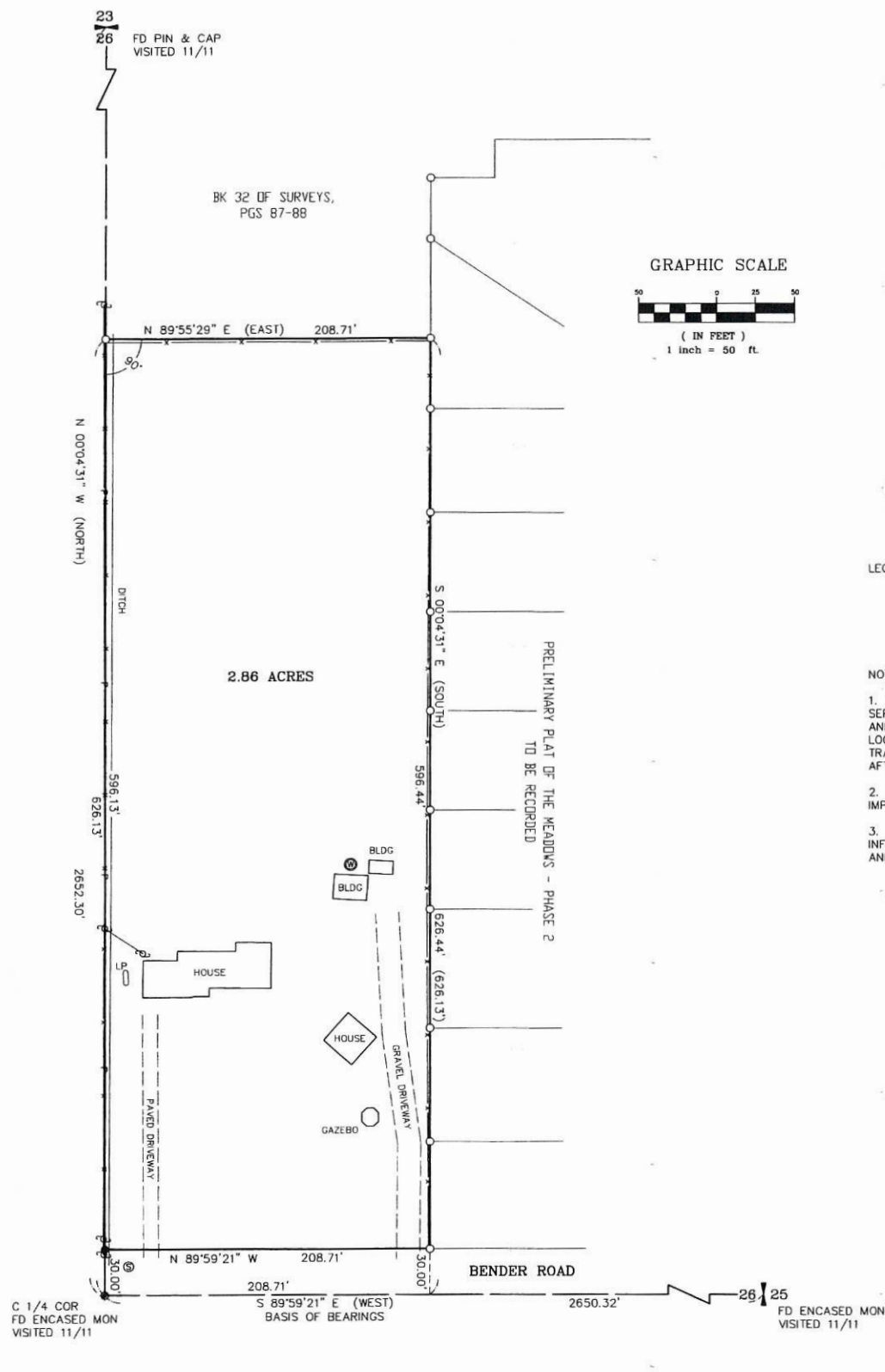
Beth Leader, City Clerk

57-207

Exhibit 1

11/08/2011 01:28:14 PM V. 37 P. 207 20111080030
Survey: CRUSE & ASSOCIATES SURVEYING
Kittitas County Auditor
RECEIVED
JAN 10 2022
COMMUNITY DEVELOPMENT

PART OF THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 18 NORTH, RANGE 18 EAST, W.M.



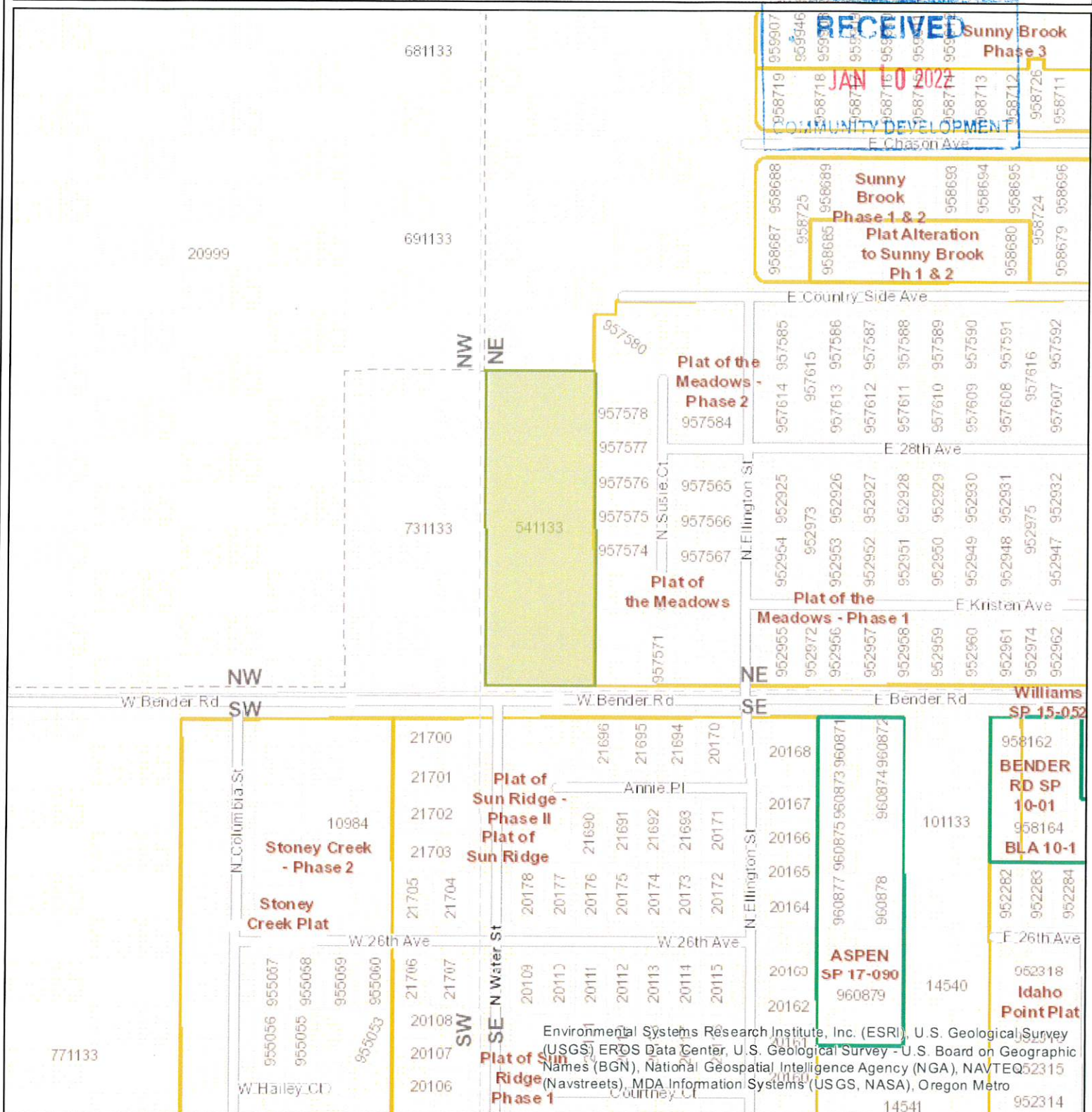
AUDITOR'S CERTIFICATE 20111080030
Filed for record this 8TH day of NOVEMBER,
2011, at 1:23 P.M., in Book 37 of Surveys at
page(s) 207 at the request of Cruse & Associates.
JERALD V. PETTIT BY: *[Signature]*
KITITAS COUNTY AUDITOR

SURVEYOR'S CERTIFICATE
This map correctly represents a survey made by me or
under my direction in conformance with the requirements
of the Survey Recording Act at the request of
CITY OF ELLENSBURG IN NOVEMBER OF 2011.
[Signature]
CHRISTOPHER C. CRUSE
Professional Land Surveyor
DATE 11/8/2011
License No. 36815



CRUSE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
217 East Fourth Street P.O. Box 959
Ellensburg, WA 98926 (509) 962-8242
CITY OF ELLENSBURG

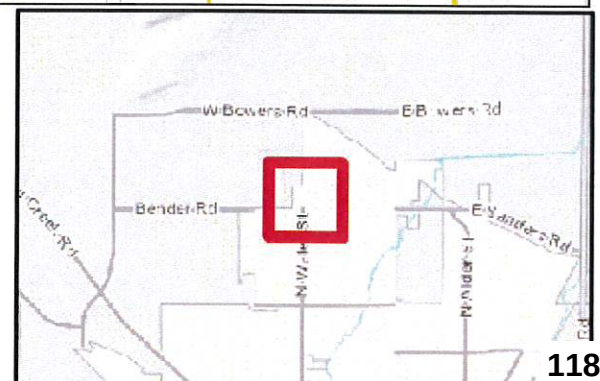
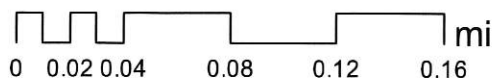
113 W Bender Rd Ellensburg



Date: 2/26/2021

1 inch = 376 feet
Relative Scale 1:4,514

Disclaimer:
 Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.



APPROVALS AND DEDICATIONS

CITY ENGINEER APPROVAL

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

_____DAY OF _____, A.D., 202__

CITY OF ELLENSBURG ENGINEER

PUBLIC WORKS AND UTILITY DIRECTOR APPROVAL

THIS SUBDIVISION MEETS ALL MINIMUM REQUIREMENTS AND STANDARDS OF THE CITY OF ELLENSBURG SUBDIVISION ORDINANCE. ALL PROCEDURES OF SAID ORDINANCE HAVE BEEN COMPLIED WITH. CITY OF ELLENSBURG DEPARTMENT OF PUBLIC WORKS AND UTILITIES EXAMINED AND APPROVED THIS

_____DAY OF _____, A.D., 202__

PUBLIC WORKS AND UTILITIES DIRECTOR

COMMUNITY DEVELOPMENT DIRECTOR

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

DATED THIS _____DAY OF _____, A.D., 202__

COMMUNITY DEVELOPMENT DIRECTOR

MAYORS APPROVAL

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

_____DAY OF _____, A.D., 202__

CITY OF ELLENSBURG, MAYOR

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREON ON DATE OF THIS CERTIFICATION HAVE BEEN PAID

DATED THIS _____ DAY OF _____, 20____

BY _____, OFFICE OF KITTITAS COUNTY TREASURER

IRRIGATION DISTRICT CERTIFICATE

THE PROPERTY DESCRIBED HEREON IS WHOLLY OR IN PART WITHIN THE BOUNDARIES OF THE CASCADE IRRIGATION DISTRICT. I HEREBY CERTIFY THAT THE IRRIGATION EASEMENTS ARE ADEQUATE TO SERVE ALL LOTS LOCATED WITHIN THIS PLAT WHICH ARE OTHERWISE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT. I ALSO CERTIFY THAT THE IRRIGATION EASEMENTS ARE ADEQUATE TO TRANSMIT IRRIGATION WATER THROUGH THIS PLAT TO OTHER ADJACENT LAND ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT. I FURTHER CERTIFY THAT:

_____THIS PLAT CONTAINS COMPLETED IRRIGATION DISTRIBUTION FACILITIES IN ACCORDANCE WITH THIS DISTRICT'S STANDARDS, OR
_____PROVISIONS ACCEPTABLE TO THE DISTRICT HAVE BEEN MADE BY COVENANT & AGREEMENT FOR FOR COMPLETED IRRIGATION DISTRIBUTION FACILITIES TO ALL LOTS: SAID AGREEMENT IF FILED SUPPLEMENTAL TO THIS PLAT, OR
_____THE EXISTING IRRIGATION DISTRIBUTION FACILITY IS ADEQUATE TO MEET THIS REQUIREMENT, OR
_____LOTS _____, IS/ARE IN WHOLE OR IN PART, NOT CLASSIFIED AS "IRRIGABLE LAND" BY THIS DISTRICT AND/OR ARE NOT CURRENTLY ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THIS DISTRICT.

MANAGER,

I ALSO CERTIFY THAT ALL CHARGABLE REGULAR AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREON HAVE BEEN PAID THROUGH _____

TREASURER,

REQUIRED NOTES:

MAINTENANCE OF PRIVATE STORMWATER FACILITIES

THE STORMWATER FACILITY WITHIN THE PLAT OF STUART MEADOWS SHALL BE OWNED, OPERATED AND MAINTAINED BY THE OWNERS, HOMEOWNERS ASSOCIATION AND OR LOTS 1 THRU 18. THE CITY OF ELLENSBURG SHALL HAVE THE RIGHT TO INGRESS AND EGRESS THE STORMWATER FACILITY FOR THE PURPOSES OF INSPECTION AND OR REQUIRED MAINTENANCE PER S5 b5 OF THE EASTERN WASHINGTON PHASE II MUNICIPAL PERMIT.

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

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

OWNERS DEDICATION AND WAIVER OF CLAIMS

KNOW ALL PERSONS BY THESE PRESENTS THAT _____ARE THE OWNERS AND ALL OTHER PARTIES HAVING ANY INTEREST IN THE LAND HEREON DESCRIBED; HAVE WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRES CAUSED THE SAME TO BE SURVEYED AND SHORT PLATTED AS SHOWN HEREON; DO HERBY WAIVE ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF ELLENSBURG AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROADS AND/OR RIGHTS-OF-WAY; AND DO HEREBY DEDICATE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED HEREON.

NAME, POSITION _____ DATE _____ NAME, POSITION _____ DATE _____

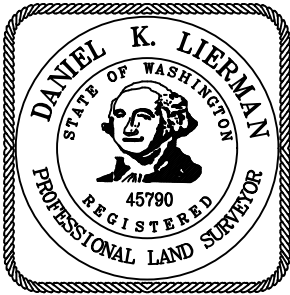
ACKNOWLEDGEMENT

STATE OF WASHINGTON
COUNTY OF _____)ss

BEFORE ME ON THE ABOVE DATES REFERENCED PERSONALLY APPEARED _____ AND _____, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES AND USES THEREIN MENTIONED IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL.

NOTARY PUBLIC IN AND FOR THE STATE OF WASINGTON

RESIDING AT _____.



SURVEYORS CERTIFICATION

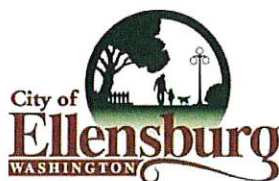
I DANIEL LIERMAN, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT AS SHOWN IS BASED UPON AN ACTUAL SURVEY IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN CORRECTLY, AND THAT THE MONUMENTS AND LOT CORNERS HAVE BEEN SET ON THE GROUND AS SHOWN HEREON.

DANIEL LIERMAN, PLS 45790



CYPHER LAND SURVEYING, LLC
502 N. 40TH AVENUE, SUITE #3
YAKIMA WA, 98908
(509) 571-1150
WWW.CYPHERSURVEYING.COM

DWN BY: D.L.	SCALE: N/A	SHT 2 OF 2
CHK'D BY: D.L.	DATE: 02-03-2022	JOB # 21-05



Land Use Application Cover Sheet



Community Development Department

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

INSTRUCTIONS – PLEASE READ FIRST AND ANSWER ALL QUESTIONS COMPLETELY.

If you have any questions about this form or the application process, please ask to speak with a planner. All necessary attachments and the filing fee are required upon submittal. Filing fees are not refundable. This application consists of two parts. PART I - GENERAL INFORMATION and PART II, project descriptions and site plan contain additional information specific to your proposal and all required information MUST be attached to this page to complete the application process.

PART I – GENERAL INFORMATION

1. Applicant's Information:	Name:	113 W Bender Road LLC				
	Mailing Address:	560 Naches Ave SW, Suite 110				
	City:	Renton	St:	WA	Zip:	98057 Phone : (206) 855-5004
	E-Mail:	patrick.sullivan@habitatskc.org				
2. Applicant's Interest in Property:	Check One:	☐ Owner	☒ Agent	☐ Purchaser	☐ Other	
3. Property Owner's Information (If other than Applicant):	Name:	City of Ellensburg				
	Mailing Address:	501 North Anderson Street				
	City:	Ellensburg	St:	WA	Zip:	98926 Phone : (509) 962-7204
	E-Mail:					
4. Subject Property's Assessor's Parcel Number(s): 541133						
5. Legal Description of Property. (if lengthy, please attach it on a separate document) see separate document (also on resolution no. 2021-25)						
6. Property Address: 113 West Bender Road, Ellensburg, WA 98926						
7. Property's Existing Zoning: ☒ RS ☐ RL ☐ RM ☐ RH ☐ RO ☐ CN ☐ CH ☐ CT ☐ CC ☐ CCH ☐ MHP ☐ IL ☐ IH ☐ PR ☐ PUD						
8. Type Of Application: (Check All That Apply)						
☒	Final Plat Application	☐	Environmental Checklist (SEPA Review)	☐	Conditional Use Permit	
☐	Type (II) Review	☐	Landmarks COA	☐	Rezone	
☐	Boundary Line Adjustment	☐	Landmarks Demolition	☐	Shoreline	
☐	Short Plat Alteration	☐	Commercial Wireless Communication	☐	Critical Areas Review	
☐	Preliminary Short Subdivision	☐	Appeal to HE / City Council	☐	Variance/Admin. Variance	
☐	Preliminary Long Subdivision	☐	Code Interpretation	☐	Temporary Use Permit	
☐	Plat Vacation	☐	Regional Retail Master Plan	☐	Design Review Major/Minor	
☐	Plat Alteration	☐	Design Review Departure	☐	Binding Site Plan	
☐	Master Plan P-R Use	☐	Comprehensive Plan Amendment	☐	Essential Public Facility	
☐	Annexation	☐	Development Code Amendment	☐	Site Development Permit	
9. PART II – PROJECT DESCRIPTION AND SITE PLAN (See attached page)						
10. I certify that the information on this application and the required attachments are true and correct to the best of my knowledge.						
Property Owner's Signature <i>Patrick Sullivan</i>			Date 1.14.2022			
Applicant's Signature Authorized Signer			Date			
FILE/APPLICATION(S)# P22-003						
DATE FEE PAID:	RECEIVED BY:	AMOUNT PAID:	RECEIPT NO:			

HFHSC Bender/Water Property Legal Description

Property located at 113 W. Bender Road, commonly referred to as the Stuart Meadows Subdivision, and legally described as follows:

That portion of the West Half of the Southwest Quarter of the Northeast Quarter of Section 26, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, which is described as follows:

Beginning at a point on the West boundary line of said subdivision, which is on the centerline of the right of way of Bender Road, running along the South boundary line of said subdivision, and running thence North along said West boundary line of said subdivision, 626.13 feet; thence East, at right angles thereto, 208.71 feet; thence South, parallel with the West boundary line of said subdivision, 626.13 feet; and thence West, along the center line of Bender road, 208.71 feet, more or less, to the point of beginning

EXCEPTING THEREFROM, the right of way of said Bender Road.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 22, 2022

Item Title/Agenda Subject: Joint Utility Trench Agreements (JUT) with Consolidated and Charter for the Gateway 1 Project

Submitted by: Jon Morrow Public Works & Utilities

Recommended Action or Motion: Authorize City Manager to sign the agreements.

Background/Summary: Gateway 1 will provide street trees, sidewalks/bicycle paths and stormwater treatment for road runoff from Wenas to Whiskey Creek on University Way. The project is grant funded from the Department of Ecology. Gateway 1 will utilize a common trench for city utilities and private communication companies' infrastructure, which is a more efficient construction method for the parties.

Previous Council Action: Previously, Council authorized payment from Consolidated to reimburse Osborn Consulting to re-design the project around Consolidated's utilities.

Analysis: The agreements have approximate bid costs attached to them for each company's estimated costs or contracting to build their underground utilities in the City's trench. The agreements allow the City to include these costs in its bid proposal and requires the companies to reimburse the City for all costs, which allows Charter and Consolidated to be in the same trench and go out to bid as one project. This is more cost-effective for all parties, including the City, and saves time. These costs are not associated with the city's portion of the project.

Financial Impact: The estimated construction costs for joint utility trenching approved in these agreements is \$319,144. The actual costs will be reimbursed by Consolidated and Charter. The budget adjustments necessary for joint utility work will be requested at the time of bid award.

Attachments:

[Charter JUT Agreement with Attachment A](#)
[Consolidated JUT Agreement with Attachment](#)

JOINT UTILITY TRENCH CONSTRUCTION AGREEMENT

Between Charter Communications and the City of Ellensburg

City of Ellensburg Agreement No. 2021-__

THIS AGREEMENT ("Agreement"), effective as of the date last signed below (the "Effective Date"), is made by and between the City of Ellensburg a Washington Municipal Corporation ("the "City"), and Charter Communications, with a principle place of business in Saint Louis, Missouri ("Charter") (individually a "Party" and collectively, "the Parties"). The Attachments referred to herein are incorporated by this reference.

RECITALS

Whereas, the City is making improvements to the City's rights-of-way along University Way, between Wenas Street and Whiskey Creek, as part of the Gateway Improvements Project ("Project") within the corporate boundaries of the City; and

Whereas, Charter provides cable and telecommunication services in the City; and

Whereas, the Project includes relocation of facilities that are currently located along the corridor and owned by Charter and other utility service providers including Consolidated Communications, Bonneville Power, and City Utilities (water, sewer, storm, natural gas, power, and telecommunications). All of these utility services are to be relocated as part of the Project ("Relocation"); and

Whereas, the City has developed Plans, Specifications, and Estimates ("PS&E") for the Project; and

Whereas, the Relocation requires trenching within the right-of-way and the Parties recognize the efficiencies of entering into an agreement whereby one trench will be dug so that all of the Parties can relocate their facilities into one trench (the "Joint Trench"); and

Whereas, Charter desires to secure the services of the City to locate and incorporate Charter's existing conduit and utility vaults ("Charter Facilities") within the Joint Trench ("Work") and Charter desires to cooperate in the planning, engineering, design and other work associated with completion of the Joint Trench and the Work.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and obligations contained herein, and intending to be bound hereby, the parties agree as follows:

AGREEMENT

1. Project Description.

The Joint Trench will be placed in the City's right-of-way along University Way, between Wenas Street and Whiskey Creek, as set forth in the PS&E. The Relocation is approximately 4,300 lineal feet in length along the Project route and includes facilities extended to those side streets and to properties included and as shown in the PS&E. The Joint Trench will be constructed to accommodate the underground facilities of several utility service providers, including as a minimum, the City, Charter, Consolidated Communications, and Bonneville Power. The City will enter into a contract that includes construction of

the Project, including the Joint Trench and the Work.

2. Performance of Work.

2.1. The City, acting through the successful bidder (“Contractor”), will perform and complete the Joint Trench and the Work in accordance with the PS&E, the City’s Public Works Standards and all applicable federal, state and local laws and the requirements of those that own or have jurisdiction over the rights-of-way in which the Work is to be performed. As one of the first orders of work to be required, the Contractor will develop a construction schedule for the Project in sufficient detail to allow the City and Charter to understand timeframes for completion of the Project, the Relocation, the Joint Trench and the Work.

2.2. To the extent that performance of the Work requires the installation of any materials that would not be needed but for Charter’s participation in the Project, Charter will arrange for the purchase and delivery of such materials to the Contractor. Specific materials to be purchased and delivered by Charter are defined in the PS&E.

3. Responsibility of Parties to complete the Work.

3.1. City Responsibilities

3.1.1. *Contractor Duties.* The City will cause the Contractor to excavate the Joint Trench, accommodate and coordinate the installation of underground utilities, install vaults and conduits, furnish and install bedding material, backfill and compact the Joint Trench, and perform any restoration required by the City within the right-of-way. The City and/or Contractor will exercise reasonable care in the performance of the Work, and will install Charter’s Facilities in accordance with written requirements and drawings provided in the PS&E. The City will provide all traffic control required for the Work.

3.1.2. *Notice of Materials Required.* The City will provide Charter notice, not less than ten (10) working days prior to the required delivery date, requesting delivery of necessary conduits and vaults and all related materials that the Contractor reasonably requires to install the Joint Trench and Charter Facilities.

3.1.3. *Plan Discrepancies.* If there is any discrepancy between the City’s and the Charter’s Plans, the parties mutually agree to work together to resolve such discrepancy between said plans.

3.2. Charter Responsibilities.

3.2.1. *Provision of Work, Materials, and Equipment.* All work and equipment described in this section as Charter responsibilities shall be provided by Charter in the manner and timeframe described herein at Charter’s sole cost and expense.

3.2.2. *Specifications.* Charter shall provide to the City engineering drawings, specifications, construction standards, and quantities for relocating its facilities. The drawings shall show in sufficient detail the quantity, and size of the conduits and vaults to be used by Charter for its facilities.

3.2.3. *Coordination.* Charter shall maintain continued coordination with the City regarding installation of Charter’s facilities. This coordination will include, but not be limited to the following:

3.2.3.1. The Contractor shall develop a schedule that accurately depicts how the Contractor plans to complete the Project, including the Relocation and the Work. Charter will be responsible for coordinating its work to meet this Project schedule.

3.2.3.2. A weekly meeting will be held in which the Contractor will provide a schedule and list of materials needed for the following two (2) weeks. A representative from Charter will attend each meeting and provide weekly progress reports. The Charter representative will be responsible for coordinating the delivery of materials per the discussion of schedule at these weekly meetings, in accordance with this Section 3.2.

3.2.3.3. Charter shall furnish all materials required for the installation of Charter's Facilities not less than ten (10) working days prior to the date that the work is scheduled to begin, as discussed in the weekly meeting, provided that the City gives Charter notice in accordance with Section 3.1.2. The City will provide a reasonable location to Charter to which the materials will be delivered. Materials provided shall have certification of materials origins as may be required for products that meet applicable provisions of Buy America Act as administered by the Federal Highways Administration (FHWA) and or the Federal Transit Administration (FTA).

3.2.3.4. Charter shall pay the reasonable costs for the City's surveyor to provide vault locations and elevations and any other survey data that may be required to locate and place Charter Facilities in the Joint Trench.

3.2.3.5. Charter and the City shall each provide an inspector on-site, on twenty-four (24) hours' notice, to inspect and accept the installation of all vault and conduit installation work. Charter's inspector will not direct the Contractor in any manner; the Charter inspector will communicate all requests in writing to the City's inspector.

3.2.3.6. Once sections of Charter Facilities are installed by the City and accepted by Charter (which acceptance shall not be unreasonably withheld), Charter shall complete installation of its own conductors and equipment and perform cut-over and transfer of existing customers and facilities to the new underground system, and will remove all existing facilities that are no longer in use. This will be done in a manner that does not delay or otherwise impact progress of construction of the Project. Charter's responsibilities will include, but not be limited to, furnishing and installing its own cables, conductors, electrical equipment, and temporary utility poles; conversion to underground facilities; and for the removal of its facilities and other equipment no longer needed as a result of the Relocation.

3.2.4. *Traffic Control.* Charter or its contractor will provide traffic control when Charter or its contractor is installing its new underground cabling and splicing or performing overhead construction and removing its existing overhead facilities. Traffic control plans to be utilized by Charter or its contractor will be coordinated with traffic control established for the Project.

3.2.5. *Installation Not in Right-of-Way.* The installation of any Charter facilities not in the City's rights-of-way, including but not limited to cable, conduit, and pedestals, will be the sole responsibility of Charter. Charter will be solely responsible for coordinating any such work with private property owners on whose property the facilities will be located. The Project will not provide for any construction outside of the City's rights-of-way. Coordination of work, and payment for necessary permits from the City, as applicable, easements or agreements from private property owners, is the responsibility of Charter and shall be done in a manner so as not to delay or otherwise impact the construction of the Project.

4. **Compensation.**

4.1. *Estimate of Charter's Costs.* Charter agrees to pay the City its portion of the Project costs, which are those costs actually incurred by the City in connection with the Work and reasonably attributed to the Charter Facilities; including such amounts paid by the City to its Contractor for design, planning, construction, labor, materials and other costs of the Work. For planning purposes, an estimate of the costs to be reimbursed by Charter to the City for the Work is included as Attachment A to this Agreement. This compensation covers a pro rata share of certain costs and the pro rata share formula is set forth in Attachment A. Preliminary costs will be agreed upon prior to construction. Costs will be finalized after completion of construction and will be subject to final review and approval by Charter, which approval shall not be unreasonably withheld. Charter agrees to pay the City for its portion of the actual construction costs approved by Charter based on the pro rata share formula set forth in Attachment A.

4.2. *Share of additional expenses.* Charter shall pay its proportionate share of any reasonable, additional expenses incurred by the City to complete the Work, including Charter's prorated share of the City's Project administration, management, engineering and inspection costs associated with the Work, provided such additional expenses are mutually agreed upon by the Parties in writing, prior to such additional expenses being incurred.

4.3. *Claims by Contractor.* Charter agrees to pay the proportionate share of cost of any claims made by the City's Contractor that are caused by Charter's actions or omissions. These claims may include but are not limited to delays caused by Charter installing their facilities, delays caused by Charter receiving their materials, or any other conflicts between the City's Contractor and Charter. These claims must be verifiable or substantiated claims.

4.4. *Invoice.* Charter agrees to pay all uncontested amounts to the City within thirty (30) days of being invoiced by the City.

4.5. *Withdrawal from Agreement.* Should Charter elect not to participate in the Joint Trench, Charter shall notify the City in writing as soon as practicable after such decision is made. In the event Charter does withdraw from this Agreement, Charter shall relocate its facilities identified as needing to be relocated in the Project at least thirty days prior to the City's notice to proceed to the Contractor. Charter shall coordinate Charter's Work with other utility companies. This coordination may include the stacking of conduits with another utility, locating conduits below or around other vaults, and placement of vaults around other conduits. Charter's new facilities must be permitted and approved by the City, and construction of these facilities shall be planned in a manner that does not cause any unreasonable delay to the City's Contractor work. Charter shall be held liable for any and all actual damages and delays to the City's Joint Trench and/or the Project directly attributable to Charter's withdrawal from this Joint Trench Agreement or as a result of Charter's relocation work.

5. **Change Orders**

5.1. Any change order must be agreed upon in advance as evidenced by written amendment and signed by authorized representatives of both parties.

5.2. Any change requested by Charter to be performed by the City will be submitted to the City's Inspector, who will submit the request to the Contractor to obtain a reasonable price from the Contractor to perform the work. The City will notify Charter of the price. Charter will have five (5) business days after being notified of the price to respond and confirm or revise the requested change and authorize any

confirmed change in work and cost.

5.3. Charter will reimburse the City for its share of negotiated costs associated with any change, including associated Project administration, management, engineering and inspection costs. Charter will not pay for any share of additional expenses incurred to the extent due to approved change requests from other utilities and/or the City.

6. Schedule.

The City's Contractor will be responsible for planning and scheduling its work and the City will require the Contractor to submit a progress schedule, showing the dates, location, and extent of work, to the City and Charter prior to beginning construction activities. Time is of the essence for this Project, and delays are likely to become the cause of a claim for delay damages.

7. Indemnification.

7.1. The City shall defend, indemnify and hold harmless Charter, its directors, officers, officials, employees and agents from and against any and all third-party claims, injuries, damages, losses, harm, liabilities, suits, costs and expenses (including, but not limited to, reasonable legal costs and reasonable attorney fees), caused by or arising out of any acts or omissions by the City in its performance under this Agreement, and each of its respective directors, officers, officials, employees and agents in their performance under this Agreement, except for injuries and damages caused by the negligence or willful misconduct of Charter. During the performance of such activities, the City's employees or contractors shall at all times remain employees or contractors, respectively, of the City.

7.2. Charter shall defend, indemnify and hold the City and its officers, officials, employees, volunteers and agents harmless from and against any and all third-party claims, injuries, damages, losses, harm, liabilities, suits, costs and expenses (including, but not limited to, reasonable attorney fees), caused by or arising out of any acts or omissions of Charter in its performance under this Agreement, except for injuries and damages caused by the negligence or willful misconduct of the City. This indemnification shall specifically include any delay claims from the City's Contractor directly due to the negligent or intentional acts or omissions of Charter occurring after execution of this Agreement. During the performance of such activities, Charter's employees or contractors shall at all times remain employees or contractors, respectively, of Charter.

7.3. In the event of claims or liabilities arising out of injury or damages caused by or resulting from the concurrent negligence of the Parties involved in the Joint Trench or the Project, such Party's liability hereunder, including the duty and cost to defend, shall be limited only to the extent of its own negligence.

7.4. 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 Charter and the City, its officers, officials, employees, and volunteers, Charter's liability, including the duty and cost to defend, hereunder shall be only to the extent of Charter's negligence. It is further specifically and expressly understood that the indemnification provisions herein constitute each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of these indemnification provisions. The parties acknowledge they have mutually negotiated this waiver. The foregoing waiver shall not in any way preclude the indemnifying party from raising such immunity as a defense against any claim brought against the indemnifying party by any of its employees. The provisions of this section shall survive the expiration or termination of this Agreement.

7.5. EXCEPT TO THE EXTENT OF EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, COMMERCIAL LOSS AND LOST PROFITS OR DOWN TIME COST, HOWEVER CAUSED AND REGARDLESS OF LEGAL THEORY OR FORESEEABILITY, DIRECTLY OR INDIRECTLY, ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.6. The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

8. Insurance.

8.1. The City agrees to require the City's Contractor to secure and maintain insurance coverages that are consistent with state law and federal funding requirements. Each Party agrees to secure and maintain, and the City shall cause Contractor to secure and maintain, insurance in amounts not less than those specified below:

(1) Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage (including loss of use) occurring or arising out of work performed under this Agreement for which the insured party is responsible hereunder and including coverage for premises- operation product/completed operations and contractual liability coverage, which shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Permittee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage. The limits of insurance shall not be less than:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

(2) Workers' Compensation insurance with statutory limits as required in the state(s) of operation; and providing coverage for any employee in connection with this Agreement, even if not required by statute. Employer's Liability or "Stop Gap" insurance with limits of not less than \$1,000,000 each accident.

(3) Business Automobile Liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with this Agreement with limits of at least \$1,000,000 each accident.

8.2. Each party shall assume all property loss or damage from any cause whatsoever to any of their respective tools, employee owned tools, machinery, equipment, any motor vehicles owned or rented, including any temporary structures, scaffolding and protective fences used in performance of work under this Agreement unless caused by the negligent act, omission or willful misconduct of the other party. The Parties shall require their agents and subcontractors to also assume the same property loss or damage as required under this paragraph (b) for their property.

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

8.4. **Verification of Coverage.** Charter shall furnish the City with certificates and a copy of the amendatory endorsements or provisions, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Charter before commencement of the work. Upon request, the City shall provide evidence of coverage in accordance with this section 13.

8.5. **Contractors.** Each of the parties hereto shall furnish separate certificates and endorsements for each of its contractors and subcontractor performing work associated with this Agreement. All coverages for contractors and subcontractors shall be subject to all of same insurance requirements as stated herein for Charter.

8.6. **Notice of Cancellation.** Charter shall promptly provide the City with written notice of any policy cancellation, but in any event within no less than five (5) business days of their receipt of such notice.

8.7. **Failure to Maintain Insurance.** Failure on the part of Charter to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five business days' notice to Charter to correct the breach, or immediately terminate the contract.

9. Term and Termination.

9.1. This Agreement shall take effect on the Effective Date, and shall continue in force until Dec. 31, 2022, or the date on which the Parties have performed all obligations under this Agreement, whichever occurs first. This Agreement may be extended by mutual written consent of the Parties.

9.2. The City may terminate this Agreement for its convenience upon ten (10) days written notice to Charter.

9.3. If Charter terminates all or part of this Agreement, the City shall determine the amount of Joint Trench Work satisfactorily performed to the date of termination and the amount owing to the City. In determining the amount to be paid to the City for partial performance of the Joint Trench work, Charter shall consider the actual costs incurred by the City in performing the Joint Trench work to the date of termination, the amount of Joint Trench work originally required that was satisfactorily completed to the date of termination, and other relevant factors. This provision shall not preclude the City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments, including damages for delay of the Joint Trench and the Project.

9.4. If the either Party terminates all or part of this Agreement for the other Party's default, the moving Party may complete the non-moving Party's work, or any portion thereof, at the moving Party's sole discretion, by contract or otherwise, and the non-moving Party shall be liable to the moving Party for any additional costs incurred by the moving Party. "Additional Costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by moving Party in connection with the non-moving Party's work, the termination of the non-moving Party and delay on the Joint Trench Project or Gateway Project as a result of the non-moving Party's default.

10. Relationship of the Parties.

10.1. This Agreement does not create a partnership, joint venture or similar relationship between the parties and neither party will have the power to obligate the other in any manner whatsoever.

10.2. Any person who performs services required by this Agreement to be performed by a party will be solely the employee or agent of that party. Each party is solely responsible for (a) the hours of work, methods of performance and compensation of its employees and agents; (b) compliance with all federal, state, and local rules and regulations including those governing safety at the Project site, Worker's Compensation, Unemployment, Disability Insurance, and Social Security withholding for its employees and agents; and (c) all federal income taxes for its income derived in connection with this Agreement.

11. Notices.

All notices will be in writing and will be delivered by certified mail return receipt requested or any other delivery system which is capable of providing proof of delivery. Any such notice will be deemed effective on the date of mailing. All notices will be addressed to the Parties as specified below:

Charter Communications

With a copy to:

City of Ellensburg
501 N Anderson Street
Ellensburg, WA 98026
Attn: City Manager

Either party may change the above addresses to which notices are sent by giving notice of such change to the other party in accordance with the provisions of this Section.

12. Governing Law.

This Agreement will be governed by and interpreted in accordance with the laws of the State of Washington. If any dispute arises between the Parties or between any party and the Contractor under any of the provisions of this Agreement, resolution of that dispute shall be as set forth in Section 14, and subsequently as available only through the jurisdiction, venue and rules of the Kittitas County Superior Court, Kittitas County, Washington. If any legal action or other proceedings is brought for a breach of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in bringing such action or proceeding, in addition to any other relief to which such party may be entitled.

13. Default.

Neither Party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of fifteen (15) calendar days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the fifteen (15) day period, then the defaulting Party shall initiate reasonable actions to cure within the fifteen (15) day period; provided, however, such default shall not be deemed a cure unless and until the defaulting Party diligently prosecutes such cure to completion.

14. Dispute Resolution.

It is the Parties' intent to work cooperatively and to resolve disputes in an efficient and cost-effective

manner. All disputes arising out of or relating to this Agreement shall be resolved as follows:

14.1. Settlement Meeting. If any dispute arises between the Parties relating to this Agreement, then the Parties shall meet and seek to resolve the dispute, in good faith, within ten (10) days after a Party's request for such a meeting. Each Party shall send to the meeting at least one representative with factual and technical information or expertise related to the dispute.

14.2. Mediation. If the Parties cannot resolve the issue within ten (10) days then they shall mediate the matter using a mediator from Judicial Dispute Resolution, LLC or any other mediation service mutually agreed to by the Parties, or as appointed by the court if the Parties cannot agree (collectively "JDR"), within seven (7) days of their failure to agree pursuant to Section 14.1. The Parties shall evenly split any fees charged by JDR, regardless of the outcome of the mediation. Each Party shall bear its own attorneys' fees in connection with the mediation.

14.3. Other Resolution. Except as otherwise specified in this Agreement, in the event the dispute is not resolved by mediation under Subsection 14.2 above, the Parties are free to file suit, seek any available legal remedy. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

15. Franchise Incorporated and Prevails.

This Agreement does not modify the rights and obligations of the Franchise granted to Charter by City of Ellensburg Ordinance Nos. 4662.

16. Force Majeure.

Both Parties shall be excused from performance of their respective obligations under this Agreement (and such nonperformance will not constitute a breach of this Agreement) if prevented by acts or events beyond the parties reasonable control including but not limited to extreme weather conditions, strikes, pandemics, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities of the government of the United States or of any state or political subdivision thereof ("Force Majeure Event(s)"). Each Party agrees to promptly notify the other Party if and when the nonperforming party's performance is delayed by a Force Majeure Event, and both Parties agree to use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event. Performance of any obligation affected by Force Majeure Event shall be resumed as soon as reasonably possible after the termination or abatement of the Force Majeure Event.

17. Assignment.

Neither party will assign this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Charter may assign this Agreement (i) to any affiliate or (ii) in connection with the sale of any cable system or sale of substantially all of the business or assets of Charter, in each case, to which the Project relates.

18. Entire Agreement, Modification.

This Agreement, including all Attachments and all specified references, contains the entire agreement between the Parties and supersedes all prior oral or written agreements with respect to the subject matter hereof. This Agreement may not be amended or modified except by a written instrument

executed by the Parties hereto. No modifications to these terms, including handwritten, are permitted or shall be made without a duly executed written amendment between the Parties or, if prior to execution, a revised printed Agreement. In the event any handwritten modification is made to the Agreement terms and conditions, such modifications shall be considered null and void, whether or not acknowledged by the Parties, and the Agreement shall continue in full force and effect under its original, unadulterated terms and conditions.

19. Third Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

20. Binding.

The terms, covenants and conditions contained in this Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

21. Non-Waiver.

The failure of either Party to enforce any breach or violation by the other Party or any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver by the non-breaching Party of any subsequent breach or violation of the same or any other provision of this Agreement.

22. Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means by any of the Parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered as if the original had been received.

23. Authority.

By their signatures below, each party represents and warrants that it has the authority to execute, deliver and perform under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

CHARTER:

CITY:

By:



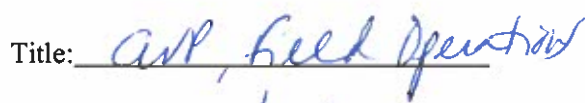
By:

Printed Name:



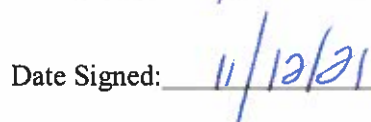
Printed Name:

Title:



Title:

Date Signed:



Date Signed:

ATTACHMENT A

CHARTER's Pro-rata Costs

Exhibit A

13-Jan-22

Gateway Project - Charter Communications Conduit Installation
Charter Communications is responsible for pulling in fiber and connecting existing customers after installation of underground conduit system prior to the demolition of the existing overhead facilities, in conjunction with City Light, City Telecom, and other relocation efforts in this corridor)

No.	Item	Unit	Qty.	Unit Price	Total	Original Estimate
1	Mobilization	LS	1	\$6,800.00	\$6,800.00	20,000
2	Trench Excavation, Bedding, and Backfill	LF	1600	\$12.00	\$19,200.00	57,600
3	2" Conduit	LF	9600	\$0.85	\$8,160.00	
4	2" Conduit Placement		9600	\$0.89	\$8,544.00	
5	Pedestals or Handhold (traffic rated)	EA	28	\$904.93	\$25,338.04	
6	Pedestals or Handhold Placement		28	\$114.50	\$3,206.00	
7	Misc. Restoration	LS	1	\$5,000.00	\$5,000.00	15,000
8	University Way Crossing	EA	1	\$2,500.00	\$2,500.00	7,500

Total:	\$78,748.04
Contingency (20%):	\$15,749.61
<u>Sales Tax (8.3%)</u>	<u>\$6,536.09</u>

Grand Total:	\$101,033.74
---------------------	---------------------

JOINT UTILITY TRENCH CONSTRUCTION AGREEMENT

Between Consolidated Communications and the City of Ellensburg

City of Ellensburg Agreement No. 2021-__

THIS AGREEMENT ("Agreement"), effective as of the date last signed below (the "Effective Date"), is made by and between the City of Ellensburg a Washington Municipal Corporation ("the "City"), and Consolidated Communications of Washington Company, LLC, and Consolidated Communications Enterprise Services, Inc., with a principle place of business at 2116 South 17th St., Mattoon, IL 61938 (collectively "Consolidated") (individually a "Party" and collectively, "the Parties"). The Attachments referred to herein are incorporated by this reference.

RECITALS

Whereas, the City is making improvements to the City's rights-of-way along University Way, between Wenas Street and Whiskey Creek, as part of the Gateway Improvements Project ("Project") within the corporate boundaries of the City; and

Whereas, Consolidated provides cable and telecommunication services in the City; and

Whereas, the Project includes relocation of facilities that are currently located along the corridor and owned by Consolidated and other utility service providers including Charter Communications, Bonneville Power, and City Utilities (water, sewer, storm, natural gas, power, and telecommunications). All of these utility services are to be relocated as part of the Project ("Relocation"); and

Whereas, the City has developed Plans, Specifications, and Estimates ("PS&E") for the Project; and

Whereas, the Relocation requires trenching within the right-of-way and the Parties recognize the efficiencies of entering into an agreement whereby one trench will be dug so that all of the Parties can relocate their facilities into one trench (the "Joint Trench"); and

Whereas, Consolidated desires to secure the services of the City to locate and incorporate Consolidated's existing conduit and utility vaults ("Consolidated Facilities") within the Joint Trench ("Work") and Consolidated desires to cooperate in the planning, engineering, design and other work associated with completion of the Joint Trench and the Work.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and obligations contained herein, and intending to be bound hereby, the parties agree as follows:

AGREEMENT

1. Project Description.

The Joint Trench will be placed in the City's right-of-way along University Way, between Wenas Street and Whiskey Creek, as set forth in the PS&E. The Relocation is approximately 4,300 lineal feet in length along the Project route and includes facilities extended to those side streets and to properties included and as shown in the PS&E. The Joint Trench will be constructed to accommodate the underground facilities of several utility service providers, including as a minimum, the City, Consolidated, Charter Communications, and Bonneville Power. The City will enter into a contract that includes construction of

the Project, including the Joint Trench and the Work.

2. Performance of Work.

2.1. The City, acting through the successful bidder ("Contractor"), will perform and complete the Joint Trench and the Work in accordance with the PS&E, the City's Public Works Standards and all applicable federal, state and local laws and the requirements of those that own or have jurisdiction over the rights-of-way in which the Work is to be performed. As one of the first orders of work to be required, the Contractor will develop a construction schedule for the Project in sufficient detail to allow the City and Consolidated to understand timeframes for completion of the Project, the Relocation, the Joint Trench and the Work.

2.2. To the extent that performance of the Work requires the installation of any materials that would not be needed but for Consolidated's participation in the Project, Consolidated will arrange for the purchase and delivery of such materials to the Contractor. Specific materials to be purchased and delivered by Consolidated are defined in the PS&E.

3. Responsibility of Parties to complete the Work.

3.1. City Responsibilities

3.1.1. *Contractor Duties.* The City will cause the Contractor to excavate the Joint Trench, accommodate and coordinate the installation of underground utilities, install vaults and conduits, furnish and install bedding material, backfill and compact the Joint Trench, and perform any restoration required by the City within the right-of-way. The City and/or Contractor will exercise reasonable care in the performance of the Work, and will install Consolidated's Facilities in accordance with written requirements and drawings provided in the PS&E. The City will provide all traffic control required for the Work.

3.1.2. *Notice of Materials Required.* The City will provide Consolidated notice, not less than ten (10) working days prior to the required delivery date, requesting delivery of necessary conduits and vaults and all related materials that the Contractor reasonably requires to install the Joint Trench and Consolidated Facilities.

3.1.3. *Plan Discrepancies.* If there is any discrepancy between the City's and the Consolidated's Plans, the parties mutually agree to work together to resolve such discrepancy between said plans.

3.2. Consolidated Responsibilities.

3.2.1. *Provision of Work, Materials, and Equipment.* All work and equipment described in this section as Consolidated responsibilities shall be provided by Consolidated in the manner and timeframe described herein at Consolidated's sole cost and expense.

3.2.2. *Specifications.* Consolidated shall provide to the City engineering drawings, specifications, construction standards, and quantities for relocating its facilities. The drawings shall show in sufficient detail the quantity, and size of the conduits and vaults to be used by Consolidated for its facilities.

3.2.3. *Coordination.* Consolidated shall maintain continued coordination with the City regarding installation of Consolidated's facilities. This coordination will include, but not be limited

to the following:

3.2.3.1. The Contractor shall develop a schedule that accurately depicts how the Contractor plans to complete the Project, including the Relocation and the Work. Consolidated will be responsible for coordinating its work to meet this Project schedule.

3.2.3.2. A weekly meeting will be held in which the Contractor will provide a schedule and list of materials needed for the following two (2) weeks. A representative from Consolidated will attend each meeting and provide weekly progress reports. The Consolidated representative will be responsible for coordinating the delivery of materials per the discussion of schedule at these weekly meetings, in accordance with this Section 3.2.

3.2.3.3. Consolidated shall furnish all materials required for the installation of Consolidated's Facilities not less than ten (10) working days prior to the date that the work is scheduled to begin, as discussed in the weekly meeting, provided that the City gives Consolidated notice in accordance with Section 3.1.2. The City will provide a reasonable location to Consolidated to which the materials will be delivered. Materials provided shall have certification of materials origins as may be required for products that meet applicable provisions of Buy America Act as administered by the Federal Highways Administration (FHWA) and or the Federal Transit Administration (FTA).

3.2.3.4. Consolidated shall pay the reasonable costs for the City's surveyor to provide vault locations and elevations and any other survey data that may be required to locate and place Consolidated Facilities in the Joint Trench.

3.2.3.5. Consolidated and the City shall each provide an inspector on-site, on twenty-four (24) hours' notice, to inspect and accept the installation of all vault and conduit installation work. Consolidated's inspector will not direct the Contractor in any manner; the Consolidated inspector will communicate all requests in writing to the City's inspector.

3.2.3.6. Once sections of Consolidated Facilities are installed by the City and accepted by Consolidated (which acceptance shall not be unreasonably withheld), Consolidated shall complete installation of its own conductors and equipment and perform cut-over and transfer of existing customers and facilities to the new underground system, and will remove all existing facilities that are no longer in use. This will be done in a manner that does not delay or otherwise impact progress of construction of the Project. Consolidated's responsibilities will include, but not be limited to, furnishing and installing its own cables, conductors, electrical equipment, and temporary utility poles; conversion to underground facilities; and for the removal of its facilities and other equipment no longer needed as a result of the Relocation.

3.2.4. *Traffic Control.* Consolidated or its contractor will provide traffic control when Consolidated or its contractor is installing its new underground cabling and splicing or performing overhead construction and removing its existing overhead facilities. Traffic control plans to be utilized by Consolidated or its contractor will be coordinated with traffic control established for the Project.

3.2.5. *Installation Not in Right-of-Way.* The installation of any Consolidated facilities not in the City's rights-of-way, including but not limited to cable, conduit, and pedestals, will be the sole responsibility of Consolidated. Consolidated will be solely responsible for coordinating any such work with private property owners on whose property the facilities will be located. The Project will not provide for any construction outside of the City's rights-of-way. Coordination of work, and

payment for necessary permits from the City, as applicable, easements or agreements from private property owners, is the responsibility of Consolidated and shall be done in a manner so as not to delay or otherwise impact the construction of the Project.

4. Compensation.

4.1. *Estimate of Consolidated's Costs.* Consolidated agrees to pay the City its portion of the Project costs, which are those costs actually incurred by the City in connection with the Work and reasonably attributed to the Consolidated Facilities; including such amounts paid by the City to its Contractor for design, planning, construction, labor, materials and other costs of the Work. For planning purposes, an estimate of the costs to be reimbursed by Consolidated to the City for the Work is included as Attachment A to this Agreement. This compensation covers a pro rata share of certain costs and the pro rata share formula is set forth in Attachment A. Preliminary costs will be agreed upon prior to construction. Costs will be finalized after completion of construction and will be subject to final review and approval by Consolidated, which approval shall not be unreasonably withheld. Consolidated agrees to pay the City for its portion of the actual construction costs approved by Consolidated based on the pro rata share formula set forth in Attachment A.

4.2. *Share of additional expenses.* Consolidated shall pay its proportionate share of any reasonable, additional expenses incurred by the City to complete the Work, including Consolidated's prorated share of the City's Project administration, management, engineering and inspection costs associated with the Work, provided such additional expenses are mutually agreed upon by the Parties in writing, prior to such additional expenses being incurred.

4.3. *Claims by Contractor.* Consolidated agrees to pay the proportionate share of any additional costs of any claims made by the City's Contractor that are caused by Consolidated's actions or omissions. These claims may include but are not limited to delays caused by Consolidated installing their facilities, delays caused by Consolidated receiving their materials, or any other conflicts between the City's Contractor and Consolidated. These claims must be verifiable or substantiated claims.

4.4. *Invoice.* Consolidated agrees to pay all uncontested amounts to the City within thirty (30) days of being invoiced by the City.

4.5. *Withdrawal from Agreement.* Should Consolidated elect not to participate in the Joint Trench, Consolidated shall notify the City in writing as soon as practicable after such decision is made. In the event Consolidated does withdraw from this Agreement, Consolidated shall relocate its facilities identified as needing to be relocated in the Project at least thirty days prior to the City's notice to proceed to the Contractor. Consolidated shall coordinate Consolidated's Work with other utility companies. This coordination may include the stacking of conduits with another utility, locating conduits below or around other vaults, and placement of vaults around other conduits. Consolidated's new facilities must be permitted and approved by the City, and construction of these facilities shall be planned in a manner that does not cause any unreasonable delay to the City's Contractor work. Consolidated shall be held liable for any and all actual damages attributable to Consolidated's withdrawal from this Joint Trench Agreement or as a result of Consolidated's relocation work.

5. Change Orders

5.1. Any change order must be agreed upon in advance as evidenced by written amendment and signed by authorized representatives of both parties.

5.2. Any change requested by Consolidated to be performed by the City will be submitted to the

City's Inspector, who will submit the request to the Contractor to obtain a reasonable price from the Contractor to perform the work. The City will notify Consolidated of the price. Consolidated will have five (5) business days after being notified of the price to respond and confirm or revise the requested change and authorize any confirmed change in work and cost.

5.3. Consolidated will reimburse the City for its share of negotiated costs associated with any change, including associated Project administration, management, engineering and inspection costs. Consolidated will not pay for any share of additional expenses incurred to the extent due to approved change requests from other utilities and/or the City.

6. Schedule.

The City's Contractor will be responsible for planning and scheduling its work and the City will require the Contractor to submit a progress schedule, showing the dates, location, and extent of work, to the City and Consolidated prior to beginning construction activities. Time is of the essence for this Project, and delays are likely to become the cause of a claim for delay damages.

7. Indemnification.

7.1. The City shall defend, indemnify and hold harmless Consolidated, its directors, officers, officials, employees and agents from and against any and all third-party claims, injuries, damages, losses, harm, liabilities, suits, costs and expenses (including, but not limited to, reasonable legal costs and reasonable attorney fees), caused by or arising out of any acts or omissions by the City in its performance under this Agreement, and each of its respective directors, officers, officials, employees and agents in their performance under this Agreement, except for injuries and damages caused by the negligence or willful misconduct of Consolidated. During the performance of such activities, the City's employees or contractors shall at all times remain employees or contractors, respectively, of the City.

7.2. Consolidated shall defend, indemnify and hold harmless the City and its officers, officials, employees, volunteers and agents from and against any and all third-party claims, injuries, damages, losses, harm, liabilities, suits, costs and expenses (including, but not limited to, reasonable attorney fees), caused by or arising out of any acts or omissions of Consolidated in its performance under this Agreement, except for injuries and damages caused by the negligence or willful misconduct of the City. This indemnification shall specifically include any delay claims from the City's Contractor directly due to the negligent or intentional acts or omissions of Consolidated occurring after execution of this Agreement. During the performance of such activities, Consolidated's employees or contractors shall at all times remain employees or contractors, respectively, of Consolidated.

7.3. In the event of claims or liabilities arising out of injury or damages caused by or resulting from the concurrent negligence of the Parties involved in the Joint Trench or the Project, such Party's liability hereunder, including the duty and cost to defend, shall be limited only to the extent of its own negligence.

7.4. 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 Consolidated and the City, its officers, officials, employees, and volunteers, Consolidated's liability, including the duty and cost to defend, hereunder shall be only to the extent of Consolidated's negligence. It is further specifically and expressly understood that the indemnification provisions herein constitute each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of these indemnification provisions. The parties acknowledge they have mutually negotiated this waiver. The

foregoing waiver shall not in any way preclude the indemnifying party from raising such immunity as a defense against any claim brought against the indemnifying party by any of its employees. The provisions of this section shall survive the expiration or termination of this Agreement.

7.5. EXCEPT TO THE EXTENT OF EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, COMMERCIAL LOSS AND LOST PROFITS OR DOWN TIME COST, HOWEVER CAUSED AND REGARDLESS OF LEGAL THEORY OR FORESEEABILITY, DIRECTLY OR INDIRECTLY, ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.6. The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

8. Insurance.

8.1. The City agrees to require the City's Contractor to secure and maintain insurance coverages that are consistent with state law and federal funding requirements. Each Party agrees to secure and maintain, and the City shall cause Contractor to secure and maintain, insurance in amounts not less than those specified below:

(1) Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage (including loss of use) occurring or arising out of work performed under this Agreement for which the insured party is responsible hereunder and including coverage for premises- operation product/completed operations and contractual liability coverage, which shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Permittee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage. The limits of insurance shall not be less than:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

(2) Workers' Compensation insurance with statutory limits as required in the state(s) of operation; and providing coverage for any employee in connection with this Agreement, even if not required by statute. Employer's Liability or "Stop Gap" insurance with limits of not less than \$1,000,000 each accident.

(3) Business Automobile Liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with this Agreement with limits of at least \$1,000,000 each accident.

8.2. Each party shall assume all property loss or damage from any cause whatsoever to any of their respective tools, employee owned tools, machinery, equipment, any motor vehicles owned or rented, including any temporary structures, scaffolding and protective fences used in performance of work under this Agreement unless caused by the negligent act, omission or willful misconduct of the

other party. The Parties shall require their agents and subcontractors to also assume the same property loss or damage as required under this paragraph (b) for their property.

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

8.4. Verification of Coverage. Consolidated shall furnish the City with certificates and a copy of the amendatory endorsements or provisions, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Consolidated before commencement of the work. Upon request, the City shall provide evidence of coverage in accordance with this section 13.

8.5. Contractors. Each of the parties hereto shall furnish separate certificates and endorsements for each of its contractors and subcontractor performing work associated with this Agreement. All coverages for contractors and subcontractors shall be subject to all of same insurance requirements as stated herein for Consolidated.

8.6. Notice of Cancellation. Consolidated shall promptly provide the City with written notice of any policy cancellation, but in any event within no less than ten (10) business days of their receipt of such notice.

8.7. Failure to Maintain Insurance. Failure on the part of Consolidated to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving ten business days' notice to Consolidated to correct the breach, or immediately terminate the contract.

9. Term and Termination.

9.1. This Agreement shall take effect on the Effective Date, and shall continue in force until Dec. 31, 2022, or the date on which the Parties have performed all obligations under this Agreement, whichever occurs first. This Agreement may be extended by mutual written consent of the Parties.

9.2. Either Party may terminate this Agreement for its convenience upon thirty (30) days written notice to the other Party.

9.3. If Consolidated terminates all or part of this Agreement, the City shall determine the amount of Joint Trench Work satisfactorily performed to the date of termination and the amount owing to the City. In determining the amount to be paid to the City for partial performance of the Joint Trench work, Consolidated shall consider the actual costs incurred by the City in performing the Joint Trench work to the date of termination, the amount of Joint Trench work originally required that was satisfactorily completed to the date of termination, and other relevant factors. This provision shall not preclude the City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments, including damages for delay of the Joint Trench and the Project.

9.4. If the either Party terminates all or part of this Agreement for the other Party's default, the moving Party may complete the non-moving Party's work, or any portion thereof, at the moving Party's sole discretion, by contract or otherwise, and the non-moving Party shall be liable to the moving Party for any additional costs incurred by the moving Party. "Additional Costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by moving Party in connection with the non-moving Party's work, the termination of the non-moving Party and delay on the Joint Trench Project or Gateway Project as a result of the non-moving Party's default.

10. Relationship of the Parties.

10.1. This Agreement does not create a partnership, joint venture or similar relationship between the parties and neither party will have the power to obligate the other in any manner whatsoever.

10.2. Any person who performs services required by this Agreement to be performed by a party will be solely the employee or agent of that party. Each party is solely responsible for (a) the hours of work, methods of performance and compensation of its employees and agents; (b) compliance with all federal, state, and local rules and regulations including those governing safety at the Project site, Worker's Compensation, Unemployment, Disability Insurance, and Social Security withholding for its employees and agents; and (c) all federal income taxes for its income derived in connection with this Agreement.

11. Notices.

All notices will be in writing and will be delivered by certified mail return receipt requested or any other delivery system which is capable of providing proof of delivery. Any such notice will be deemed effective on the date of mailing. All notices will be addressed to the Parties as specified below:

Consolidated Communications
2116 South 17th St.
Mattoon, IL 61938
Attn: Contract Department

With a copy to:

Consolidated Communications
208 W 3rd Ave
Ellensburg, WA 98926
Attn: Operations Manager

City of Ellensburg
501 N Anderson Street
Ellensburg, WA 98026
Attn: City Manager

Either party may change the above addresses to which notices are sent by giving written notice of such change to the other party in accordance with the provisions of this Section.

12. Governing Law.

This Agreement will be governed by and interpreted in accordance with the laws of the State of Washington. If any dispute arises between the Parties or between any party and the Contractor under any of the provisions of this Agreement, resolution of that dispute shall be as set forth in Section 14, and subsequently as available only through the jurisdiction, venue and rules of the Kittitas County Superior Court, Kittitas County, Washington. If any legal action or other proceedings is brought for a breach of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in bringing such action or proceeding, in addition to any other relief to which such party may be entitled.

13. Default.

Neither Party shall be in default under this Agreement unless it has failed to perform under this

Agreement for a period of fifteen (15) calendar days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the fifteen (15) day period, then the defaulting Party shall initiate reasonable actions to cure within the fifteen (15) day period; provided, however, such default shall not be deemed a cure unless and until the defaulting Party diligently prosecutes such cure to completion.

14. Dispute Resolution.

It is the Parties' intent to work cooperatively and to resolve disputes in an efficient and cost-effective manner. All disputes arising out of or relating to this Agreement shall be resolved as follows:

14.1. Settlement Meeting. If any dispute arises between the Parties relating to this Agreement, then the Parties shall meet and seek to resolve the dispute, in good faith, within ten (10) days after a Party's request for such a meeting. Each Party shall send to the meeting at least one representative with factual and technical information or expertise related to the dispute.

14.2. Mediation. If the Parties cannot resolve the issue within ten (10) days then they shall mediate the matter using a mediator from Judicial Dispute Resolution, LLC or any other mediation service mutually agreed to by the Parties, or as appointed by the court if the Parties cannot agree (collectively "JDR"), within seven (7) days of their failure to agree pursuant to Section 14.1. The Parties shall evenly split any fees charged by JDR, regardless of the outcome of the mediation. Each Party shall bear its own attorneys' fees in connection with the mediation.

14.3. Other Resolution. Except as otherwise specified in this Agreement, in the event the dispute is not resolved by mediation under Subsection 14.2 above, the Parties are free to file suit, seek any available legal remedy. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

15. Force Majeure.

Both Parties shall be excused from performance of their respective obligations under this Agreement (and such nonperformance will not constitute a breach of this Agreement) if prevented by acts or events beyond the parties reasonable control including but not limited to extreme weather conditions, strikes, pandemics, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities of the government of the United States or of any state or political subdivision thereof ("Force Majeure Event(s)"). Each Party agrees to promptly notify the other Party if and when the nonperforming party's performance is delayed by a Force Majeure Event, and both Parties agree to use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event. Performance of any obligation affected by Force Majeure Event shall be resumed as soon as reasonably possible after the termination or abatement of the Force Majeure Event.

16. Assignment.

Neither party will assign this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Consolidated may assign this Agreement (i) to any affiliate or (ii) in connection with the sale of any cable system or sale of substantially all of the business or assets of Consolidated, in each case, to which the Project relates.

17. Entire Agreement, Modification.

This Agreement, including all Attachments and all specified references, contains the entire agreement between the Parties and supersedes all prior oral or written agreements with respect to the subject matter hereof. This Agreement may not be amended or modified except by a written instrument executed by the Parties hereto. No modifications to these terms, including handwritten, are permitted or shall be made without a duly executed written amendment between the Parties or, if prior to execution, a revised printed Agreement. In the event any handwritten modification is made to the Agreement terms and conditions, such modifications shall be considered null and void, whether or not acknowledged by the Parties, and the Agreement shall continue in full force and effect under its original, unadulterated terms and conditions.

18. Third Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

19. Binding.

The terms, covenants and conditions contained in this Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

20. Non-Waiver.

The failure of either Party to enforce any breach or violation by the other Party or any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver by the non-breaching Party of any subsequent breach or violation of the same or any other provision of this Agreement.

21. Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means by any of the Parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered as if the original had been received.

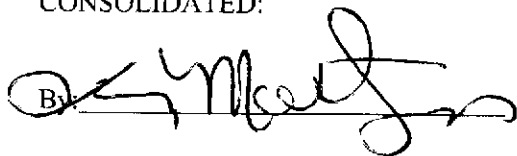
22. Authority.

By their signatures below, each party represents and warrants that it has the authority to execute, deliver and perform under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

CONSOLIDATED:

CITY:

By: 

By: _____

Printed Name: LARRY MONTGOMERY Printed Name: _____

Title: SENIOR MGR

Date Signed: 10/27/21

Title: _____

Date Signed: _____

ATTACHMENT A

CONSOLIDATED's Approximate pro-rata costs

[attached]

{EFM2494165.DOCX;4/13093.000001/}

Exhibit A

13-Jan-22

Gateway Project - Consolidated Communications Conduit Installation

Consolidated Communications is responsible for pulling in fiber and connecting existing customers after installation of underground conduit system prior to the demolition of the existing overhead facilities, in conjunction with City Light, City Telecom, and other relocation efforts in this corridor.

No.	Item	Unit	Qty.	Unit Price	Total
1	Mobilization	LS	1	\$20,000.00	\$20,000.00
2	Trench Excavation, Bedding, and Backfill	LF	4800	\$12.00	\$57,600.00
3	2" Conduit	LF	9600	\$6.50	\$62,400.00
4	Pedestals or Handhold	EA	10	\$750.00	\$7,500.00
5	Misc. Restoration	LS	1	\$15,000.00	\$15,000.00
6	University Way Crossing	EA	1	\$7,500.00	\$7,500.00

Total:	\$170,000.00
Contingency (20%):	\$34,000.00
<u>Sales Tax (8.3%)</u>	<u>\$14,110.00</u>

Grand Total:	\$218,110.00
---------------------	---------------------

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Placer)

On 10/27/2021 before me, Daniel Hendrich Notary Public
(here insert name and title of the officer)

personally appeared Larry Montgomery

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Dan Hendrich



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Joint Utility Trench Construction Agreement containing 11 pages, and dated 10/27/2021.

The signer(s) capacity or authority is/are as:

☐ Individual(s)

☐ Attorney-in-Fact

☒ Corporate Officer(s)

Senior Manager
Title(s)

☐ Guardian/Conservator

☐ Partner - Limited/General

☐ Trustee(s)

☐ Other:

representing:

Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐



CITY OF ELLENSBURG

501 North Anderson Street

Ellensburg, WA 98926

Phone: (509) 962-7221

February 22, 2022

Don Hoch, Interim Director

Don.Hoch@parks.wa.gov

Washington State Parks

RE: Ellensburg Support for the Renovation of the Historic Kittitas Railroad Depot

The Palouse to Cascades State Park Trail *(PTCT) is an asset for Washington State recreation and non-motorized transportation. The historic Kittitas Railroad Depot is adjacent to the PTCT and is an important waypoint for trail travelers. The building is owned by the Washington State Parks and Recreation Commission and needs complete renovation. As a key partner in the Palouse to Cascades Trail Coalition, the City of Ellensburg supports funding for this project which is ranked highest on the Coalition's 2023-2025 capital budget request for the PTCT.

The Palouse to Cascades State Park Trail (PTCT) provides outstanding recreation and tourism opportunities. The City of Ellensburg continues to advocate for safe reconnection routes through Ellensburg for PTCT travelers and will be constructing one additional segment this year. Current bicycle and pedestrian routes are available on the trail website (www.palousetocasacadestrail.org).

Please contact me if you have any questions.

Sincerely,

Nancy Lillquist, Mayor
Ellensburg City Council

cc.

Peter Herzog

Peter.Herzog@parks.wa.gov

Lisa Anderson

Lisa.Anderson@parks.wa.gov

PTCTCoalition@gmail.com

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.


2/14/22
 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 **22nd DAY OF FEBRUARY 2022**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts
Check #'s	156366	TO	156529	\$ 372,075.90
EFT #'s	5314	TO	5344	\$ 1,499,716.41

Payroll Fund				Total Amounts
Check #'s	95666	TO	95673	\$ 4,744.70
Direct Deposits	66085	TO	66307	\$ 424,331.30

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK

City Council Meeting Date:	February 22, 2022
Item Title/Agenda Subject:	Appointment Process for Board and Commission Members
Submitted by:	Heidi Behrends Cerniwey City Manager Department
Recommended Action or Motion:	Advise staff on recommended process for appointment and reappointment of City Advisory Board and Commission members.
Background/Summary:	The City Council Ad Hoc Subcommittee on Term Limits for Boards & Commissions met in May and June of 2021 to address concerns of consistency, including interest in developing opportunity for new voices and representation on advisory boards and commissions.
Previous Council Action:	Based on the subcommittee's recommendations and subsequent deliberation by the full body, the City Council adopted two ordinances in December 2021 amending City Code related to City Commissions, Boards and Committees, and Hearing Examiner. At the January 3, 2022 meeting, Council discussed revisiting the appointment process at a future meeting.
Analysis:	Options to revise the recruitment process were recommended by the subcommittee and also reviewed and amended by the City's Diversity Equity and Inclusion Commission included: • Make administrative changes to the appointment process to improve service expectations ◦ Require (or recommend) applicants attend one meeting, prior to appointment (change application to reflect this requirement) ◦ Applicants could be interviewed by Council liaison and the appointed commission staff, who in turn make the recommendation • Actively recruit community members for service positions ◦ Be more proactive in announcing and recruiting for openings ◦ Tell our story – people need to understand the role, purpose, and opportunity

Financial Impact:

No direct fiscal impact.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 22, 2022

Item Title/Agenda Subject: Resolution to Declare City Utility and Personal Property as Surplus

Submitted by: Mike Helgeson Public Works & Utilities

Recommended Action or Motion:

1. Conduct the public hearing; and
2. Consider adoption of the attached resolution declaring the items surplus to the City.

Background/Summary: While conducting its normal business, the City has accumulated both utility and non-utility materials and equipment surplus to its needs. In accordance with RCW 35.94.040 (for utility property) and Chapter 2.07 ECC (all surplus property), items declared surplus, shall be disposed of by auction, sealed bid, sold to a qualified nonprofit agency, or junking. Scrap metals consisting of brass, copper, steel, aluminum and iron, which are declared surplus, will be disposed of through a sealed bid process to scrap metal dealers. Brass water fittings may be made available to other water utilities before they are sold as scrap metal or through the public auction process.

The attached resolution declares certain City property and equipment retired from service as surplus and allows staff to dispose of them in a timely manner in accordance with the provisions of Chapter 2.07 ECC and RCW 35.94.040. The property at issue includes utility property, for which a hearing is required by statute. At the City Council's February 7, 2022 meeting, Council set a public hearing for February 22, 2022 to consider a surplus declaration for accumulated materials and equipment. In anticipation of Council action, a resolution declaring the items surplus has been prepared.

Previous Council Action: At Council's February 7, 2022 meeting, Council set a public hearing for February 22, 2022 to consider a surplus declaration for accumulated materials and equipment.

Analysis: Legal requirements for the sale of real property and equipment

are set forth in RCW 35.94.040 and Chapter 2.07 ECC. Disposal of surplus property must be conditioned upon a Council declaration of the property as surplus to the City's needs after conducting a public hearing on the issue. A resolution meeting these requirements has been prepared for Council's consideration.

Financial Impact:

Revenues from sales will be applied to the appropriate funds.

Attachments:

[Resolution 2022 Surplus](#)

RESOLUTION NO. 2022-_____

A RESOLUTION declaring as surplus to the City of Ellensburg's needs the attached list of utility and personal property.

WHEREAS, the City Council conducted a public hearing on February 22, 2022, in accordance with the provisions of Chapter 2.07 ECC and RCW 35.94.040, for the purpose of declaring certain items as surplus to the City's needs; and

WHEREAS, public notice of the hearing was first published in accordance with the provisions of ECC 2.07.060(B).

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The attached list of utility and personal property are hereby declared surplus to the City of Ellensburg's needs and are no longer required for providing municipal services

Section 2. Disposal of these items shall be by junking, public auction, sealed bid, or sale to any qualified nonprofit corporation at fair market value.

PASSED AND ADOPTED by the City Council of the City of Ellensburg at a regular meeting on the 22nd day of February 2022.

Mayor

ATTEST:

City Clerk

2022 PUBLIC HEARING SURPLUS LIST

PARKS – 022

2003 Toro Turf Sprayer (Trade-in)

GAS - 461

Miscellaneous Tools

Scrap Metals

LIGHT - 471

Miscellaneous Fixtures & Parts

Miscellaneous Meters

Miscellaneous Lamps

Miscellaneous Crossarms

Oil Filled Transformers (sell for scrap to authorized handling company)

Scrap Metals

WATER - 481

Scrap Metals

SEWER - 491

Aerators & Floats (4)

Scrap Metals

SHOP – 531

#15 – 1999 Ford ¾-Ton

#20 – 1991 Chevrolet 1-Ton Flatbed

#70 – 2004 Case 580SM Backhoe



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 22, 2022

Item Title/Agenda Subject: Closed Record Hearing (quasi-judicial) to consider a Resolution to Approve Application for Preliminary Plat Approval (P21-125) submitted by Tom Abbott, Agent for Schuler Deneen Family Ranch LLC, and Teanaway Ridge LLC, – Mallard Meadows Plat

Submitted by: Jamey Ayling Community Development

Recommended Action or Motion: Adopt the attached Resolution approving the Preliminary Plat Application of Mallard Meadows Subdivision, submitted by Tom Abbott, agent for the property owner, and incorporating the Hearing Examiner's January 26, 2022 Recommended Findings of Fact, Conclusion of Law, Decision and Conditions of Approval.

Background/Summary: The purpose of this closed record quasi-judicial hearing is for City Council to consider the application for a proposed preliminary plat subdivision, known as "Mallard Meadows" submitted by Tom Abbott, agent for the property owner. This hearing is being held pursuant to the requirements of Chapter 15.260, Subdivision Procedures, of the Ellensburg City Code. A SEPA Mitigated Determination of Non-Significance (MDNS) was issued for this project on December 20, 2021.

The Hearing Examiner's January 26, 2022 Findings of Fact, Conclusions of Law, Decision and Conditions of Approval is attached to this report as Exhibit 1, and includes 15 exhibits which are attached to this report as Exhibits 1.1 thru 1.15, including the January 25, 2022 Staff Agenda Report submitted to the Hearing Examiner record as Exhibit 1.13.

The applicant appeared at the hearing and testified in favor of the project, and agreed with the staff proposed conditions of approval as outlined in Exhibit 1.13. No public testimony was provided at the hearing.

This proposed preliminary plat is located on two parcels, Kittitas County Assessor Parcel ID #17825 (64.14 acres), and

Parcel ID #17827 (41.18 acres), which are north of I-90, and East of Bull Rd. in the City of Ellensburg, WA.

A vicinity map and reduced scale preliminary drawing showing the location of the lots and other plat features are included as Exhibits 1.1 and 1.2.

The subject property is 105.32 acres in size and currently zoned Residential Suburban Density (R-S) zone. This zoning allows for detached single-family dwellings as the predominate land use with a base maximum density of 6 dwelling units/acre. The applicant's proposal would create 293 separate residential lots, which is within the allowable maximum density. Lots will range in size from 6,000 square feet to 10,932 square feet, intended for single-family homes.

The plat will have lots that front onto public roadway which will need to be improved as part of this project. The western street frontage known as Bull Road is an existing minor collector street and is further defined as a landscaped street. Half street improvements will be required along Bull Road, and full street improvements will be required on all proposed interior streets which will be classified as local access streets and further defined as landscaped streets.

The Public Works Department works with the Ellensburg School District at the time of civil construction review of the plat to ensure that the goals of their "Guide for Planning and improving School Walk and Bike Routes" are implemented on projects within one mile of schools. In speaking with the Ellensburg School District Director of Transportation, this particular plat is located outside of the required ½ mile radius for the nearest elementary school, which is Valley View Elementary. This means that the school district does not expect children in this area to walk to school; therefore, continued and expanded bus services will be planned for this area. The extension and construction of the street frontage improvements as discussed above, provide beginning connectivity to achieve goals and policies within the land use, housing, and transportation chapters of the Ellensburg Comprehensive Plan. Parks and open space requirements will be met through the payment of park impact fees.

Site Characteristics:

North: the land to the north is vacant land outside city limits, which has been granted preliminary plat approval by Kittitas County for 138 lots within the Urban Growth Area (UGA)

South: the southern boundary serves as both the City Limit and UGA Border adjacent to the I-90 freeway

East: vacant land outside city limits

West: vacant land within city limits proposed for Canals of Ellensburg, a large Mixed Use/Housing Development Project

Previous Council Action: N/A.

Analysis:

The Review Procedures and Criteria for the Preliminary Plat process are outlined in Chapter 15.260 of the Land Development Code. Pursuant to ECC 15.260.060(D), a public hearing was held before Hearing Examiner Andrew Kottkamp on January 25, 2022. Kottkamp's January 26, 2022 Recommended Findings of Fact, Conclusion of Law, and Decision and Conditions of Approval have been included within this report as Exhibit 1. The Hearing Examiner recommended that the Mallard Meadows Preliminary Plat be approved with the nine conditions as depicted in Exhibit 1.

Pursuant to ECC 15.260.060(E)(1), the City Council shall, at the conclusion of the hearing, make its own decision supported by written findings of fact and conclusions of law and approve, approve with conditions, or disapprove the preliminary subdivision application.

Council is being requested to approve the preliminary plat subdivision application by adopting the proposed Resolution, which incorporates the Hearing Examiner's Recommendations. Alternatively, prior to making a decision and pursuant to ECC 15.260.060(E)(2), Council may: 1) refer the preliminary subdivision application back to the hearing examiner for further consideration; 2) require the applicant to modify the preliminary subdivision application; or 3) require more information to be submitted by the applicant.

The decision criteria that City Council must consider are set forth in ECC 15.260.060(F) as follows:

1. The preliminary subdivision conforms to all applicable zoning standards of the city as set forth in the LDC, including the form and intensity standards in Chapter 15.320 ECC, the streetscape design standards in Chapter 15.410 ECC, the subdivision design standards in Chapter 15.420 ECC, the project design standards in Division V, and the public works development standards;
2. All lots within the preliminary subdivision are provided with satisfactory access established consistent with the requirements of the public works development standards, ECC Title 4, public works construction, the streetscape design standards and subdivision design and block standards in Division IV, and the project design standards in Division V;
3. All lots within the preliminary subdivision are provided with adequate provisions for water supplies, sanitary wastewater facilities, and storm drainage and surface water facilities consistent with the requirements of the public works development standards and ECC Title 9, Utilities;
4. All lots within the preliminary subdivision are provided with adequate provisions for electric service, and for natural gas service if applicable, consistent with the requirements of the city's energy services department design standards and with ECC Title 9, Utilities;
5. The preliminary subdivision conforms to all applicable critical areas standards set forth in Division VI; and
6. The preliminary subdivision makes appropriate provisions for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school.

Staff agrees with the Hearing Examiner's conclusion that the proposed preliminary plat application meets the above requirements.

Financial Impact: None at this time

Attachments:

Resolution - Mallard Meadows Preliminary Plat
Exhibit 1 Hearing Examiner Recommended Findings of Fact, Conclusion of Law, and Decision
Exhibit 1.1 VICINITY MAP
Exhibit 1.2 Preliminary Plat
Exhibit 1.3 Light Comments
Exhibit 1.4 Gas Comments
Exhibit 1.5 Public Works Comments
Exhibit 1.6 Fire Comments
Exhibit 1.7 Planning Department Comments
Exhibit 1.8 SIGNED MDNS
Exhibit 1.9 Affidavit of Publication
Exhibit 1.10 Certificate of Mailing
Exhibit 1.11 Sign Posting & Affidavit
Exhibit 1.12 Application
Exhibit 1.13 Agenda Report to Hearing Examiner
Exhibit 1.14 Agent for Property Owner Permission Letter
Exhibit 1.15 Draft Road Revision
Exhibit 2 Legal Notice Closed Record Hearing
Exhibit 3 Affidavit of Posting

RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY COUNCIL OF ELLENSBURG, WASHINGTON
relating to the preliminary plat approval of the Mallard Meadows Subdivision No. P21-125 of property located in Ellensburg, Washington.

WHEREAS, on September 23, 2021 Tom Abbott, agent for Schuler Deneen Family Ranch LLC, and Teanaway Ridge LLC, property owners, filed a preliminary plat application (P21-125) for two hundred ninety-three (293) lots to be developed on two parcels, Kittitas County Assessor Parcel ID #17825 (64.14 acres), and Parcel ID #17827 (41.18 acres), totaling approximately 105.32 acres located at Bull Road, commonly referred to as the “Mallard Meadows Subdivision”; and

WHEREAS, the applicant also submitted an associated Washington State Environmental Policy Act (SEPA) checklist as part of the application; and

WHEREAS, on December 20, 2021 the City’s SEPA Responsible Official issued a Mitigated Determination of Non-Significance (MDNS) for the preliminary plat; and

WHEREAS, following a duly noticed open record public hearing held before the Hearing Examiner on January 25, 2022 to consider the preliminary plat application for the Mallard Meadows Subdivision, as provided by Chapter 15.260 ECC, the Hearing Examiner received exhibits and testimony into evidence, and issued his January 26, 2022 Recommended Findings of Fact, Conclusions of Law, Decision and Conditions of Approval; and

WHEREAS, following a duly noticed closed record public hearing held during a regularly scheduled Ellensburg City Council Meeting on February 22, 2022, regarding the preliminary plat application for the Mallard Meadows Subdivision application, the City Council approved the preliminary plat subject to certain conditions;

NOW, THEREFORE, the Ellensburg City Council do resolve as follows:

Section 1. The Ellensburg City Council makes the following findings of fact:

A. The proposed preliminary plat is in conformance with the goals and policies of the City of Ellensburg Comprehensive Plan, as amended, if developed in accordance with the conditions stated herein;

B. The proposed use and corresponding preliminary plat has been designated in accordance with the permitted uses and future land use designations within the Comprehensive Plan classification and standards for development set forth in the City’s Land Development Code if developed in accordance with the conditions stated herein;

C. Appropriate provisions have been made for public health, safety, and general welfare and for such other factors enumerated in RCW 58.17.110(2)(a) if the preliminary plat is developed subject to the conditions stated herein. Public facilities, such as roads, sewer and water and other public facilities are adequate to support the use and layout of

the proposed preliminary plat if developed in accordance with the conditions stated herein;

D. The public use and interest will be served if the preliminary plat is developed in accordance with the conditions stated herein;

E. The proposal for the preliminary plat development conforms to the policies, standards and design principles specified in Chapter 15.260 of the Ellensburg City Code if developed in accordance with the conditions stated herein; and

F. The findings of fact and recommendations of the Hearing Examiner dated January 26, 2022 are hereby adopted and incorporated herein as the findings of the Ellensburg City Council with respect to the preliminary plat.

G. Any Conclusion of Law that is more correctly a Finding of Fact is hereby incorporated as such by this reference.

Section 2. The preliminary plat involving property is located at Bull Road, commonly referred to as the Mallard Meadows Subdivision, and legally described as follows:

TRACT 1:

Parcels B-2 and B-3, of that certain Survey as recorded August 30, 2002, in Book 28 of Surveys, page 9, under Auditor's File No. 200208300001, records of Kittitas County, Washington; being a portion of the East Half of Section 12, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

TRACT 2:

Parcel B-4 of that certain Survey as recorded August 30, 2002, in Book 28 of Surveys, page 9, under Auditor's File No. 200208300001, records of Kittitas County, Washington; being a portion of the East Half of Section 12, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

Section 3. The preliminary plat of the Mallard Meadows Subdivision (P21-125) shall be developed in accordance with the following conditions of approval, which shall apply to the applicant, and the applicant's heirs, successors in interest and assigns:

1. Fulfillment of all City code required final plat design and construction requirements for on-site and off-site improvements prior to final plat approval.
2. The applicant will meet the requirements of the Energy Services – Light Department discussed in its memorandum dated January 11, 2022.
3. The applicant will meet the requirements of the Energy Services – Gas Department discussed in its memorandum dated July 26, 2021.
4. The applicant will meet the requirements of the Public Works & Utilities Department discussed in its memoranda dated October 18, 2021.

5. The applicant will meet the requirements of the City of Ellensburg Fire Marshal's memorandum November 2, 2021.
6. The applicant will meet the requirements of the Planning Department discussed in its memorandum dated January 15, 2022.
7. The applicant will meet the requirements of the SEPA Official's issuance of Mitigated Determination of Non-Significance (MDNS) dated December 20, 2021.
8. If applicable, the applicant may be required to obtain an NPDES Construction Storm Water General Permit from the Washington State Department of Ecology, as well as all other permits (site grading permit, SWPPP, etc.) that may be required as a result of plat development. Subdivision and land development activities shall follow the requirements of the Ellensburg City Code, including the Design Standards.
9. All requirements of utility providers, City departments, and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
10. No certificates of occupancy shall be issued prior to completion of required public improvements in a manner acceptable to the City in its sole discretion. Issuance of any certificate of occupancy prior to full completion of any of the required improvements shall not be deemed to be a waiver of this section, and such issuance shall not stop the City or impair its ability to demand full completion of required improvements prior to issuance of any further certificates of occupancy.

Section 4. The Ellensburg City Council makes the following conclusions of law:

A. As conditioned, the proposed use is consistent with the intent, purposes and regulations of the Ellensburg City Code and Comprehensive Plan.

B. As conditioned, the proposal does conform to the standards specified in Ellensburg City Code.

C. As conditioned, the use will comply with all required performance standards as specified in the Ellensburg City Code.

D. As conditioned, the proposed use will not be contrary to the intent or purposes and regulations of the Ellensburg City Code or the Comprehensive Plan.

E. As conditioned, this proposal does comply with Comprehensive Plan, the zoning code and other land use regulations, and SEPA.

F. Any Finding of Fact that is more correctly a Conclusion of Law is hereby incorporated as such by this reference.

Section 5. This resolution is the final decision of the City of Ellensburg upon this matter.

Section 6. Notice is hereby given that appeal of the land use decision shall be barred unless a petition requesting review is filed in the Superior Court of the State of Washington and properly served within twenty-one (21) days after passage of this resolution in accordance with Chapter 36.70C of the Revised Code of Washington.

Passed this 22nd day of February, 2022.

MAYOR

Attest: _____
City Clerk

EXHIBIT 1

CITY OF ELLENSBURG LAND USE HEARING EXAMINER

IN THE MATTER OF

P 21-125

Mallard Meadows Subdivision

)
)
)
)
)

**RECOMMENDED FINDINGS OF
FACT, CONCLUSIONS OF LAW,
DECISION AND CONDITIONS
OF APPROVAL**

THIS MATTER having come on for hearing in front of the City of Ellensburg Hearing Examiner on January 25, 2022, the Hearing Examiner having taken evidence hereby submits the following Recommended Findings of Fact, Conclusions of Law, and Decision and Conditions of Approval as follows:

I. RECOMMENDED FINDINGS OF FACT

1. This proposed preliminary plat is located on two parcels, Kittitas County Assessor Parcel ID #17825 (64.14 acres), and Parcel ID #17827 (41.18 acres), which are north of I-90, and East of Bull Rd. in the City of Ellensburg, WA. A vicinity map and reduced scale preliminary drawing showing the location of the lots and other plat features are included.
2. The owner/Applicant is Schuler-Deneed Family Ranch, LLC and Teanaway Ridge, LLC, PO BOX 686, Cle Elum, WA 98922, and their agent is Tom Abbott.
3. The subject property site is 105.32 acres in size. The current zoning on Parcel ID #17825 is Residential Suburban (R-S), and the current zoning on Parcel ID #17827 is Industrial Light (I-L).
4. Property zoned as Residential Suburban (R-S) allows for detached single-family dwellings as the predominate land use, with a base maximum density of 6 dwelling units/acre. The applicant's proposal would create 293 separate residential lots ranging in size from 6,000 square feet to 10,932 square feet for single family home construction. This 293 lot project intended for single family homes is within the allowable maximum density. The applicant has proposed phasing of the project as follows.
 - 4.1 Phase I. Phase I will include subdividing the project site into three large lots and 8 tracts. The purpose of this phase is to prepare the site for Phases II - IV and a potential light industrial project in Tract 992. Also, this phase will allow the property owner to sell the new lots and tracts to developers so they can develop the purchased lot(s) and tract(s) by phase rather than having to sell all the phases at one time.
 - 4.2 Phase II. Phase II will include subdividing the Lot 1 of Phase I into 92 lots and the construction of frontage improvements along Bull Rd, new internal roads and water and sewer main extensions that will serve the new lots. This phase will also include the construction of the road within Tract 999 and stormwater facility within Tract 995 if the tracts have not already been constructed by a light industrial project in Tract 992
 - 4.3 Phase III. Phase III will subdivide Lot 2 of Phase I into 97 lots and includes the construction of road and water and sewer main extensions that will serve new lots.

P21-125

Mallard Meadows Preliminary Plat Subdivision

Page 1 of 6

The road within tract 998 and sewer lift station in tract 994 will also be constructed during this phase, if they have not been already constructed.

- 4.4 Phase IV. Phase IV will subdivide Lot 3 of Phase I into 104 lots and includes the construction of road extensions and water and sewer main extensions that will serve the new lots. This phase will also include construction of the remainder of the roads located in tracts 997-999 if they have not already been constructed. In addition, the open space in tract 993 will be developed with this phase.
5. The plat will have lots that front onto public roadway which will need to be improved as part of this project. The western street frontage known as Bull Road is an existing minor collector street and is further defined as a landscaped street. Half street improvements will be required along Bull Road, and full street improvements will be required on all proposed interior streets, including the new east west collector road as required by the Comprehensive Plan. The interior streets will be classified as local access streets and further defined as landscaped streets.
6. The Public Works Department works with the Ellensburg School District at the time of civil construction review of the plat to ensure that the goals of their “Guide for Planning and improving School Walk and Bike Routes” are implemented on projects within one mile of schools. In speaking with the Ellensburg School District Director of Transportation, this particular plat is located outside of the required ½ mile radius for the nearest elementary school, which is Valley View Elementary. This means that the school district does not expect children in this area to walk to school, therefore, continued and expanded bus services will be planned for this area. The extension and construction of the street frontage improvements as discussed above, provide beginning connectivity to achieve goals and policies within the land use, housing, and transportation chapters of the Ellensburg Comprehensive Plan.
7. Specific to meeting open space and parks needs that will result from the new development, the applicant will be required to pay a park impact fee for each single family lot or structure, which will in turn be used to enhance the City of Ellensburg Parks system.
8. Site Characteristics:
- North: The land to the north is vacant land outside city limits, which has been granted preliminary plat approval by Kittitas County for 138 lots within the Urban Growth Area (UGA)
- South: The southern boundary serves as both the City Limit and UGA Border adjacent to the I-90 freeway
- East: Vacant land outside city limits
- West: Vacant land within city limits proposed for Canals of Ellensburg, a large Mixed Use/Housing Development Project.
9. A SEPA checklist was submitted as a requirement of the preliminary plat process, and a SEPA Mitigated Determination of Non-Significance (MDNS) was issued on December 20, 2021.
10. Subsequent to the SEPA environmental review, public notice and distribution of the full preliminary plat application was undertaken. As a result of that effort, departmental comments for the application have been received from the following: The Ellensburg Fire Department, Ellensburg Planning Department, Ellensburg Public Works Department; and the

P21-125

Mallard Meadows Preliminary Plat Subdivision

Page 2 of 6

Ellensburg Utility Services Gas and Light Departments. Those comments received mirrored their previous SEPA environmental points regarding final design and construction of required facilities, and referred to the previous comments submitted for SEPA and/or the Pre-Application Reviews. To date, no additional public comments on the proposed subdivision have been received.

11. The requirements pertaining to preliminary plat approval are found within ECC Sections 15.260.060 through 15.260.090. Specifically, the decision criteria are found in ECC 15.260.060(F), which states the following:
 - 11.1 Decision Criteria. The city may approve, approve with conditions, or deny a preliminary subdivision application based on conformance with the following decision criteria:
 - 11.1.1. The preliminary subdivision conforms to all applicable zoning standards of the city as set forth in the LDC, including the form and intensity standards in Chapter 15.320 ECC, the streetscape design standards in Chapter 15.410 ECC, the subdivision design standards in Chapter 15.420 ECC, the project design standards in Division V, and the public works development standards;
 - 11.1.2. All lots within the preliminary subdivision are provided with satisfactory access established consistent with the requirements of the public works development standards, ECC Title 4, public works construction, the streetscape design standards and subdivision design and block standards in Division IV, and the project design standards in Division V;
 - 11.1.3. All lots within the preliminary subdivision are provided with adequate provisions for water supplies, sanitary wastewater facilities, and storm drainage and surface water facilities consistent with the requirements of the public works development standards and ECC Title 9, Utilities;
 - 11.1.4. All lots within the preliminary subdivision are provided with adequate provisions for electric service, and for natural gas service if applicable, consistent with the requirements of the city's energy services department design standards and with ECC Title 9, Utilities;
 - 11.1.5. The preliminary subdivision conforms to all applicable critical areas standards set forth in Division VI; and
 - 11.1.6. The preliminary subdivision makes appropriate provisions for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school.
12. The public agency comments relate to normal plat design and construction requirements that are routinely part of the final plat design and approval process. It is the full intention of the City to enforce and follow those final plat requirements.
13. Prior to final plat approval, the applicant will need to update the signature blocks on the face of the final plat to read as follows: City Engineer, Community Development Director, Public

- Works & Utilities Director, Ellensburg Water Company, County Treasurer, County Auditor and the Mayor of Ellensburg with individual statements of approval.
14. Construction of the subdivision and single-family units will be required to comply with all applicable standards outlined in the Ellensburg City Code design standards and guidelines.
 15. An open record public hearing after due legal notice was held January 25, 2022 via Zoom videoconference.
 16. The following exhibits were admitted into the record:
 - 16.1 Ex. 1: Vicinity Location Map;
 - 16.2 Ex. 2: Preliminary Plat of Mallard Meadows Plat;
 - 16.3 Ex. 3: January 11, 2022 memo from City of Ellensburg Energy Services Light Department;
 - 16.4 Ex. 4: July 26, 2021 memo from City of Ellensburg Energy Services Gas;
 - 16.5 Ex. 5: October 18, 2021 memo from City of Ellensburg Public Works Department;
 - 16.6 Ex. 6: November 2, 2021 memo from City of Ellensburg Fire Marshall;
 - 16.7 Ex. 7: January 15, 2022 memo from City of Ellensburg Planning Department;
 - 16.8 Ex. 8: December 16, 2021 SEPA MDNS Determination;
 - 16.9 Ex. 9: Legal Notice of Public Hearing;
 - 16.10 Ex. 10: Area of Notification Map with 300-Foot Buffer Notification List;
 - 16.11 Ex. 11: Photo of Notice Sign on Property;
 - 16.12 Ex. 12: Application Cover Page & Materials;
 - 16.13 Ex. 13 Staff Report;
 - 16.14 Ex. 14 Chad Bala email dated January 24, 2022; and
 - 16.15 Ex. 15 Proposed road revisions on Site Plan.
 17. Appearing and testifying on behalf of the Applicant was Mark Villwock. Mr. Villwock testified that he is the civil engineer for the project and was an agent of the property owner and Applicant and authorized to speak on their behalf. Mr. Villwock testified that Exhibit 15 is the final Site Plan and that the road length of Road K will be under 660 ft. He also testified that in Phase III there will be 97 lots for a total of 293 lots for the entire project.
 18. No member of the public testified at the hearing.
 19. The proposal is appropriate in design, character and appearance with the goals and policies for the land use designation in which the proposed use is located.

20. The proposal will be served by adequate facilities including access, fire protection, water, storm water control, and sewage disposal facilities.
21. Any Conclusion of Law that is more correctly a Finding of Fact is hereby incorporated as such by this reference.

II. RECOMMENDED CONCLUSIONS OF LAW

1. The Hearing Examiner has been granted authority to render this Recommendation.
2. As conditioned, the proposed use is consistent with the intent, purposes and regulations of the City of Ellensburg Municipal Code and Comprehensive Plan.
3. As conditioned, the proposal will conform to the standards specified in City of Ellensburg.
4. As conditioned, the use will comply with all required performance standards as specified in City of Ellensburg Municipal Code.
5. As conditioned, the proposed use will not be contrary to the intent or purposes and regulations of either the City of Ellensburg Municipal Code or the Comprehensive Plan.
6. As conditioned, this proposal does comply with Comprehensive Plan, the Shoreline Master Program, the zoning code and other land use regulations, and SEPA.
7. Any Finding of Fact that is more correctly a Conclusion of Law is hereby incorporated as such by this reference.

III. RECOMMENDED DECISION

Based on the above Recommended Findings of Fact and Conclusions of Law, the Hearing Examiner is recommending to the Ellensburg City Council that they approve Application P21-125 Mallard Meadows Preliminary Plat Subdivision, subject to the following Recommended Conditions of Approval.

IV. RECOMMENDED CONDITIONS OF APPROVAL

1. The applicant will meet the requirements of the Public Works Department discussed in its memorandum dated October 18, 2021.
2. The applicant will meet the requirements of the Energy Services - Light Department discussed in its memorandum dated January 11, 2022.
3. The applicant will meet the requirements of the Energy Services – Gas Department discussed in its memorandum dated July 26, 2021.
4. The applicant will meet the requirements of the Fire Department for hydrants and access as per Fire Marshal's memorandum dated November 2, 2021.
5. The applicant will meet the requirements of the Community Development Department as per the Planning Department's memorandum dated January 15, 2022.

P21-125
Mallard Meadows Preliminary Plat Subdivision
Page 5 of 6

6. The applicant will meet the requirements of the SEPA Official's issuance of Determination of Non-Significance (DNS) (File # P21-041) dated December 20, 2021.
7. The applicant may be required to obtain an NPDES Construction Storm Water General Permit from the Washington State Department of Ecology, as well as all other permits (site grading permit, SWPPP, etc.) that may be required as a result of plat development. Subdivision and land development activities shall follow the requirements of the Ellensburg City Code, including the Design Standards.
8. All requirements of utility providers, City departments, and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.
9. Exhibit 15, with the revised road configuration, is the final Site Plan and the Applicant shall comply with the design set forth in Exhibit 15.

Dated this 26th day of January, 2022.

CITY OF ELLENSBURG HEARING EXAMINER



Andrew L. Kottkamp

Exhibit 1.1



Project Location: The property is addressed as Bull Rd, Ellensburg, WA 98926. Kittitas County Assessor's ID#'s 17825 and 17827 as seen in the map above.

REFERENCE LINE SEE SHEET IV-04



REVISION _____

UDC

SCHULER-DENEEN FAMILY RANCH

MALLARD MEADOWS

PHASE 1 PRELIMINARY PLAT

UTILITY RISER NOTE
 ON A DESIGN SOMEONE'S SYSTEM, ALL UTILITIES DESTRUCTURED ON PUBLIC RIGHT OF WAY SHALL CONTAIN A MINIMUM OF 6 INCHES OF RISERS FOR ALL FEATURES THAT REACH EXPOSED SURFACE INCLUDING CATCH BASINS, MANHOLETS AND WARETS. THE MINIMUM OF 6 INCHES OF RISERS SHALL ALSO BE PLACED ON ALL CITY WATER, SEWER AND STORM DRAINAGE STRUCTURES THAT REACH EXPOSED SURFACE ON PUBLIC PROPERTY.

UTILITY NOTE
THE CONSTRUCTION SHALL NOTIFY THE
LOCATION OF ALL EXISTING UTILITIES PRIOR
TO ANY CONSTRUCTION. AGENCIES INVOLVED
SHALL BE NOTIFIED WITHIN A REASONABLE
TIME PRIOR TO THE START OF
CONSTRUCTION.

DISCLAIMER

THE FOREGOING "SAVING" WAS PERFORMED BY LBC INC. IN AUGUST 2011. ANY CHANGES TO THE SITE AFTER THIS DATE WILL NOT BE REFLECTED IN THE PLANS AND ASSUMED CHANGES "BETWEEN WHAT IS SHOWN ON THE PLANS AND WHAT IS NOTED IN THE FIELD SHOULD BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.



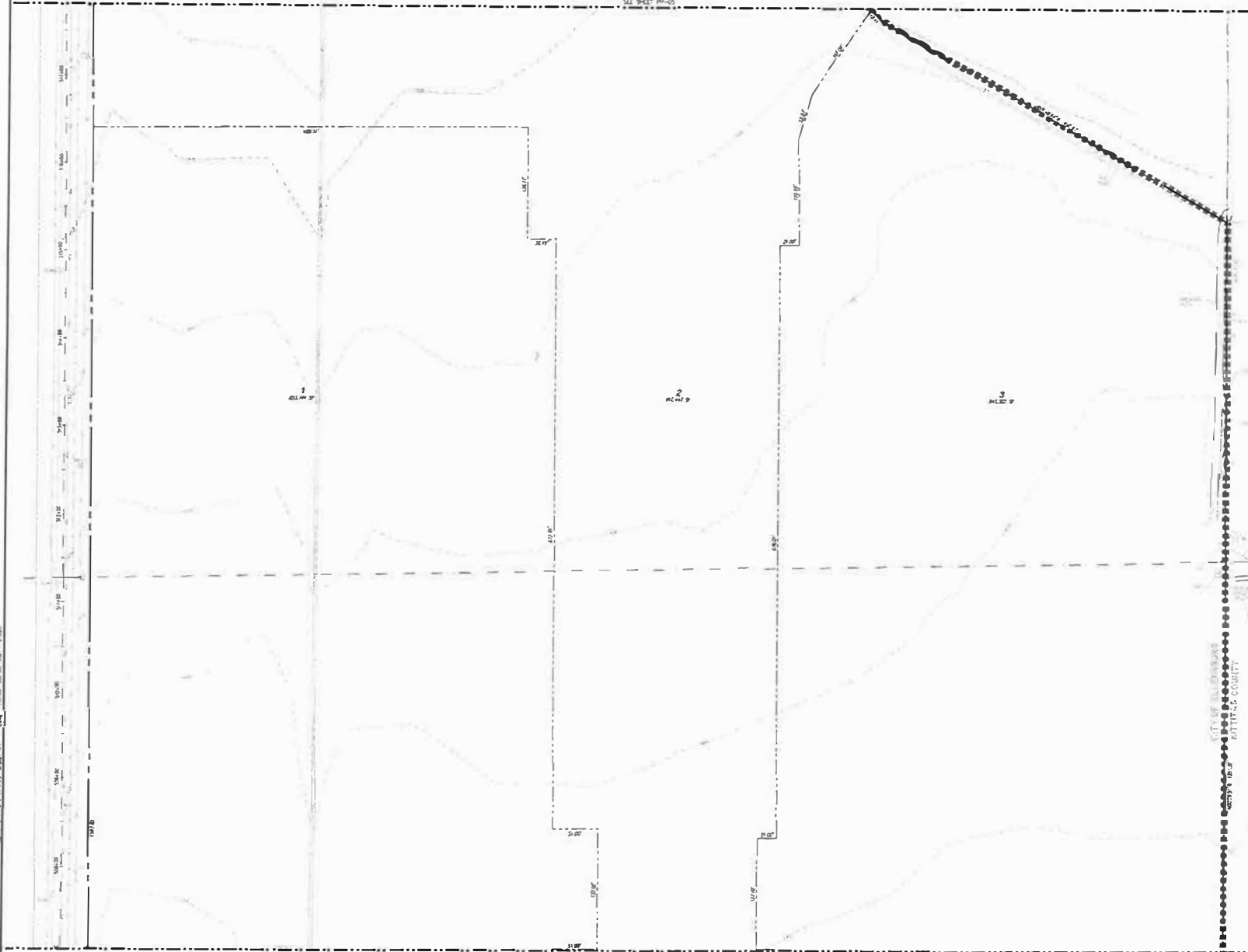
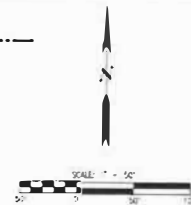
Call 2 Business Days Before You Dig
811 or 1-800-424-5555
 Using Underground Location Service

[illegible]

BY NAME	C21'42
RAWING NAME	C21K39-P-P
DESIGNER:	PA
RAWING ET:	QCO
DATE	12-8-21
CALC	1-106
PROJECT: CH	BUENOS AIRES

PP-03

A PORTION OF THE EAST HALF OF SEC 12, T2N 17 N, R18 E, W.M., KITTITAS COUNTY, WASHINGTON
REFERENCE LINE



UTILITY RISER NOTE
WHEN DESIGN STANDARDS REQUIRE, ALL UTILITIES CONSTRUCTED ON PUBLIC RIGHT OF WAY SHALL BE LOCATED AT A MINIMUM OF 4 FEET FROM THE CURB OR SIDEWALK. ALL UTILITIES SHALL BE PLACED ON ALL CITY WATER, SEWER AND STORM DRAINAGE FACILITIES THAT EXIST OR ARE TO BE CONSTRUCTED. ALL UTILITIES SHALL BE PLACED ON THE RIGHT SIDE OF THE ROAD.

UTILITY NOTE
THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE ADVISED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

DISCLAIMER
THE TOPOGRAPHIC SURVEY WAS PERFORMED BY LDC, INC. IN AUGUST 2021. ANY CHANGES TO THE SITE AFTER THIS DATE WILL NOT BE REFLECTED IN THE PLANS. ANY DISCREPANCIES FOUND BETWEEN WHAT IS SHOWN ON THE PLANS AND WHAT IS NOTED IN THE FIELD SHOULD BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.

Call 2 Business Days Before You Dig
811 or 1-800-424-5555
Utilities Underground Location Center

REVISIONS	DESCRIPTION

LDC
Land Development Consulting
143 S. Commercial St.
Spokane, WA 99204
Phone: (509) 325-1111
Fax: (509) 325-1112
www.LDCinc.com

**SCHULER-DENEEN FAMILY RANCH
MALLARD MEADOWS
PHASE 1 PRELIMINARY PLAN**

OWNER:
LDC, INC.
143 S. Commercial St.
Spokane, WA 99204
Phone: (509) 325-1111
Fax: (509) 325-1112
www.LDCinc.com



DATE: 12-2-21
SCALE: 1"=50'
CONSTRUCTION: PRELIMINARY

PP-04
SHEET 4 OF 13

A PORTION OF THE EAST HALF OF SEC 12, TWN 17 N, RGE 18 E, W.M., KITTITAS COUNTY, WASHINGTON



REVISIONS	
NO.	DESCRIPTION
1	DATE

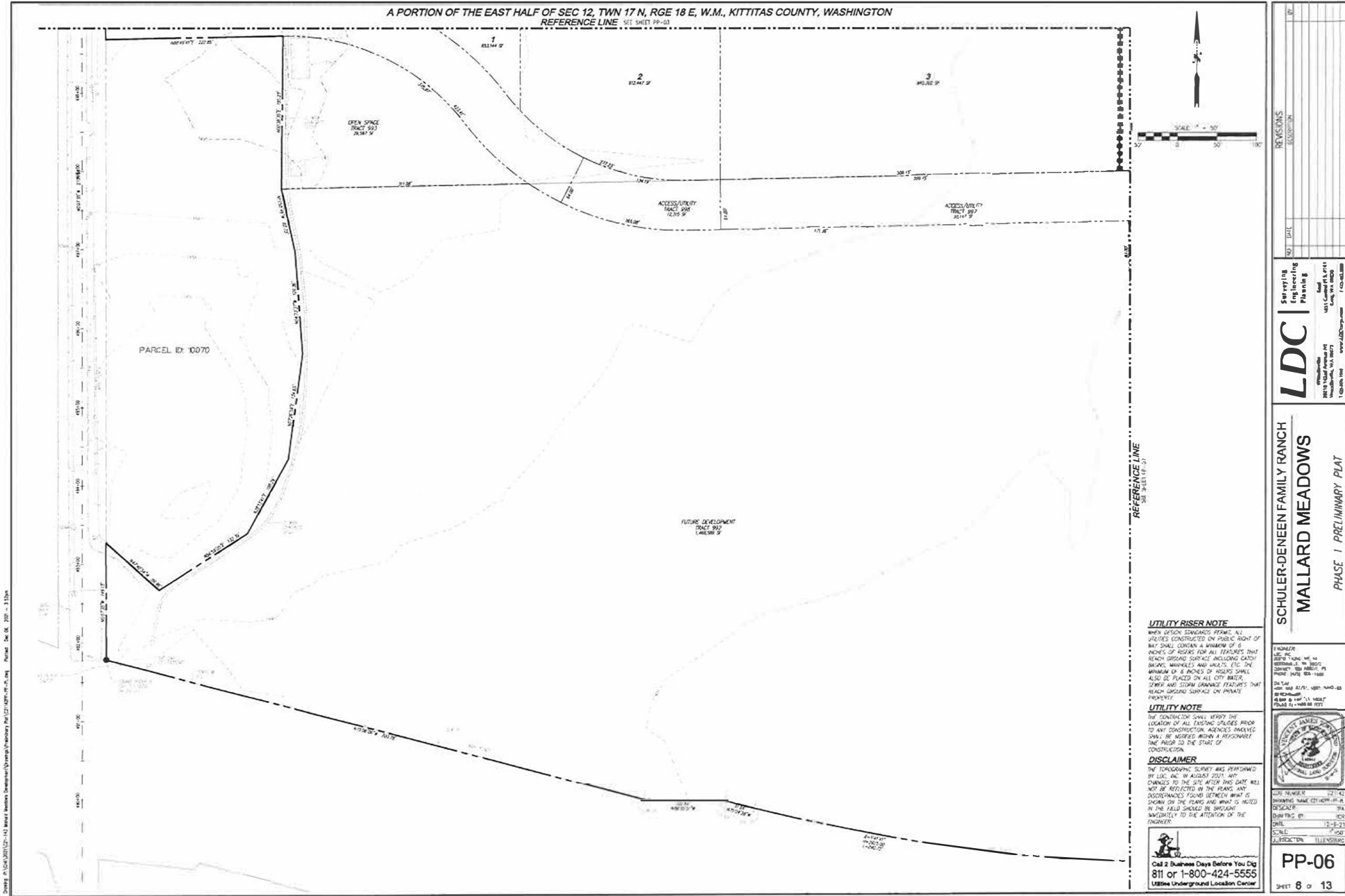
LDC Surveying Engineering Planning

1811 Columbia Ave. #111
Woodbury, WA 98072
Phone: 360.838.1888
Fax: 360.838.1888
www.LDCgroup.com

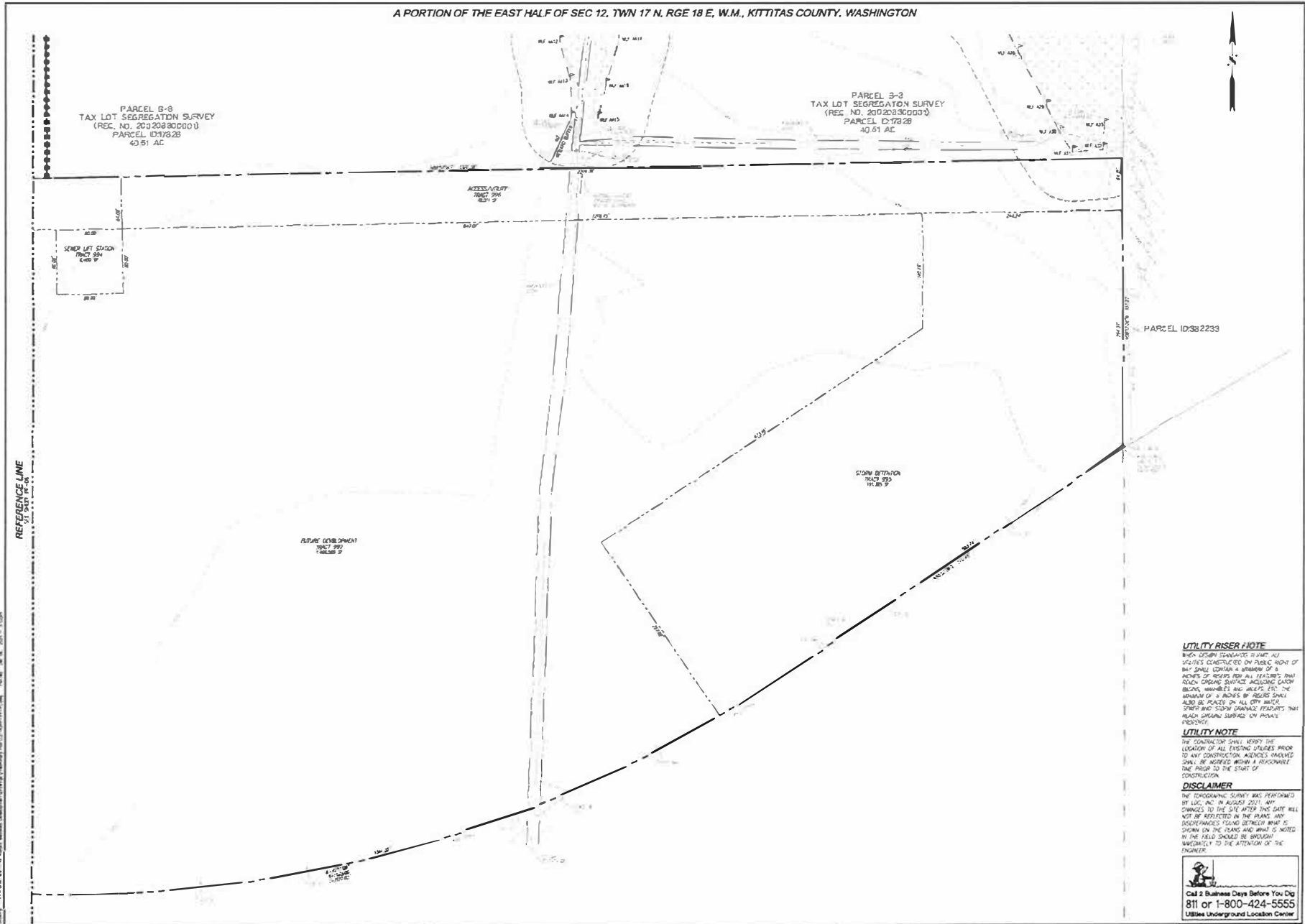
**SCHULER-DENEEN FAMILY RANCH
MALLARD MEADOWS
PHASE 1 PRELIMINARY PLAT**

ENGINEER: LDC, INC.
2013-2014 WE ME
REGISTERED IN WA
EXPIRATION DATE: 12-31-2014
DATE: 12-31-2014
SCALE: 1" = 50'
LOCATION: ELLensburg

PP-05
SHEET 5 OF 13



A PORTION OF THE EAST HALF OF SEC 12, T2N 17 N, R2E 18 E, W.M., KITTITAS COUNTY, WASHINGTON



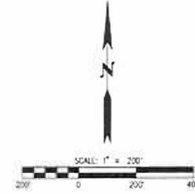
REVISIONS	
NO.	DESCRIPTION

LDC
Landscape Design
Consulting, Inc.
1000 N. 1st Street
Spokane, WA 99201
509.325.1234

**SCHULER-DENEEN FAMILY RANCH
MALLARD MEADOWS**
PHASE 1 PRELIMINARY PLAT

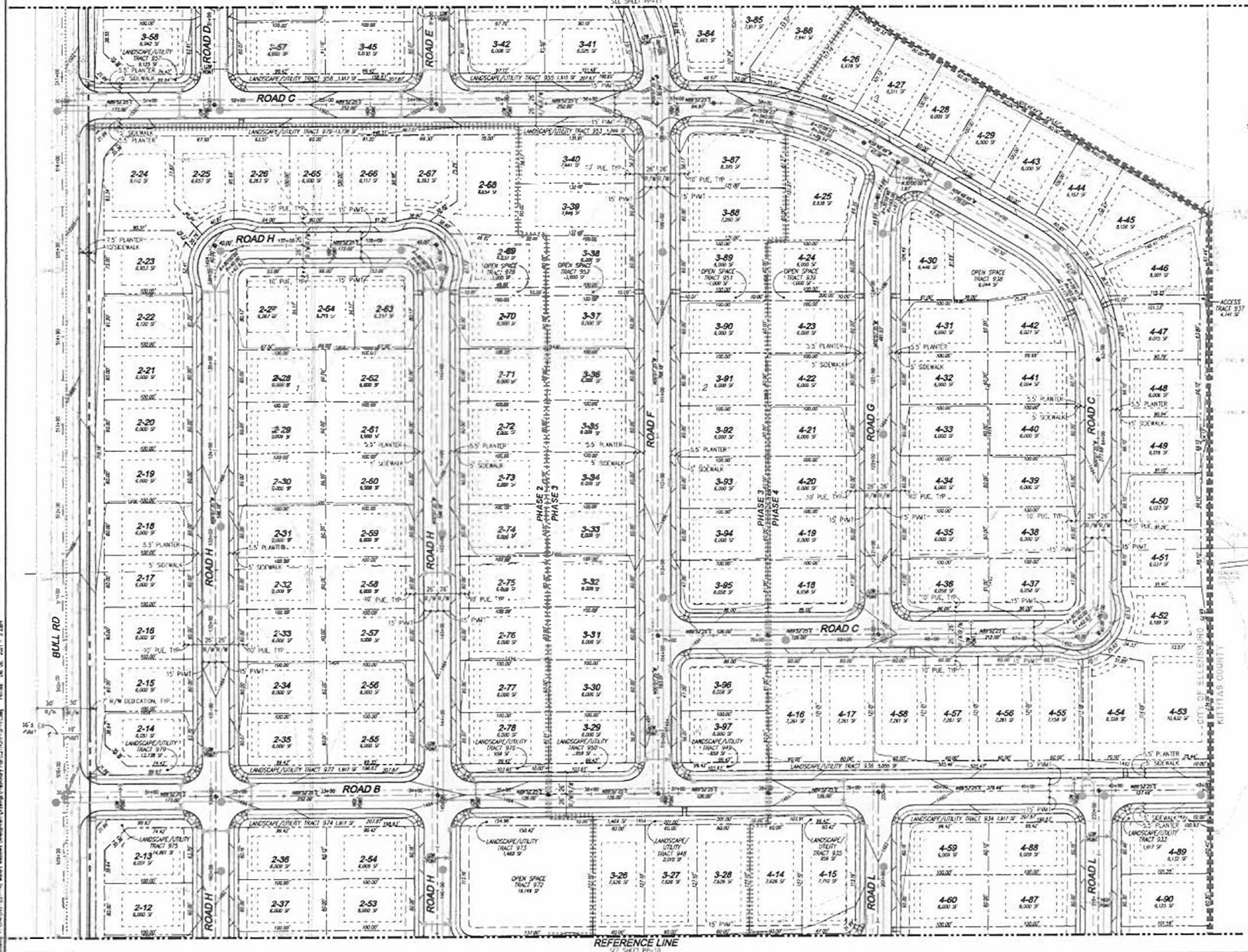
PROJECT NUMBER: 0211-42
DRAWING NAME: 0211-42-PP-01
DESIGNED BY: LDC
DATE: 12-8-21
SCALE: 1"=40'
JURISDICTION: WASHINGTON

PP-07
SHEET 7 OF 13



10

A PORTION OF THE EAST HALF OF SEC 12, T2N 17N, R2E 18E, W.M., KITTITAS COUNTY, WASHINGTON
REFERENCE LINE



LEGEND
 --- STORM PIPE
 --- SEWER PIPE
 --- WATER PIPE

UTILITY RISER NOTE
 WHEN DESIGN CONSIDERS PUBLIC UTILITY CONSTRUCTION ON PUBLIC RIGHT OF WAY, CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF KITTITAS COUNTY, WASHINGTON, STANDARD SPECIFICATIONS FOR PUBLIC UTILITIES, LATEST EDITION, AND THE CITY OF KITTITAS COUNTY, WASHINGTON, STANDARD SPECIFICATIONS FOR PUBLIC UTILITIES, LATEST EDITION, AND THE CITY OF KITTITAS COUNTY, WASHINGTON, STANDARD SPECIFICATIONS FOR PUBLIC UTILITIES, LATEST EDITION.

UTILITY NOTE
 THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES SHALL BE NOTICED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

DISCLAIMER
 THE FOREGOING SURVEY WAS PERFORMED BY LDC INC. IN AUGUST 2011. ANY CHANGES TO THE SITE AFTER THIS DATE WILL NOT BE REFLECTED IN THIS PLAN. ANY DISCREPANCIES BETWEEN WHAT IS SHOWN ON THE PLANS AND WHAT IS NOTED IN THE FIELD SHOULD BE IMMEDIATELY BRING TO THE ATTENTION OF THE ENGINEER.

Call 2 Business Days Before You Dig
 811 or 1-800-424-5555
 Utilize Underground Location Center

NO.	DATE	REVISIONS
1		DESIGN
2		REVISION
3		REVISION
4		REVISION
5		REVISION

LDC
 Surveying
 Engineering
 Planning
 1415 Grand Ave. N.
 P.O. Box 1000
 Ellensburg, WA 98927
 Phone: (509) 875-1100
 Fax: (509) 875-1101
 www.ldcinc.com

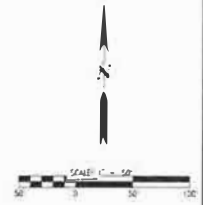
**SCHULER-DENEEN FAMILY RANCH
 MALLARD MEADOWS
 PHASE 2-4 PRELIMINARY PLAT**

ENGINEER
 LDC INC.
 1415 GRAND AVE. N.
 P.O. BOX 1000
 ELLensburg, WA 98927
 PHONE: (509) 875-1100
 FAX: (509) 875-1101
 www.ldcinc.com

DATE
 12-1-11
SCALE
 1"=50'
AUTHORIZATION
 LDC INC.
 1415 GRAND AVE. N.
 P.O. BOX 1000
 ELLensburg, WA 98927
 PHONE: (509) 875-1100
 FAX: (509) 875-1101
 www.ldcinc.com

PP-10
 SHEET 10 OF 13

A PORTION OF THE EAST HALF OF SEC 12, TWN 17 N, RGE 18 E, W.M., KITTITAS COUNTY, WASHINGTON



LEGEND

- STORM PIPE
- SEWER PIPE
- WATER PIPE

REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/18	ISSUED FOR PERMIT

LDC Surveying Engineering Planning

1511 Grand Ave. N
Spokane, WA 99205
509.325.1234
www.ldcsurvey.com

SCHULER-DENEEN FAMILY RANCH
MALLARD MEADOWS
PHASE 2-4 PRELIMINARY PLAT

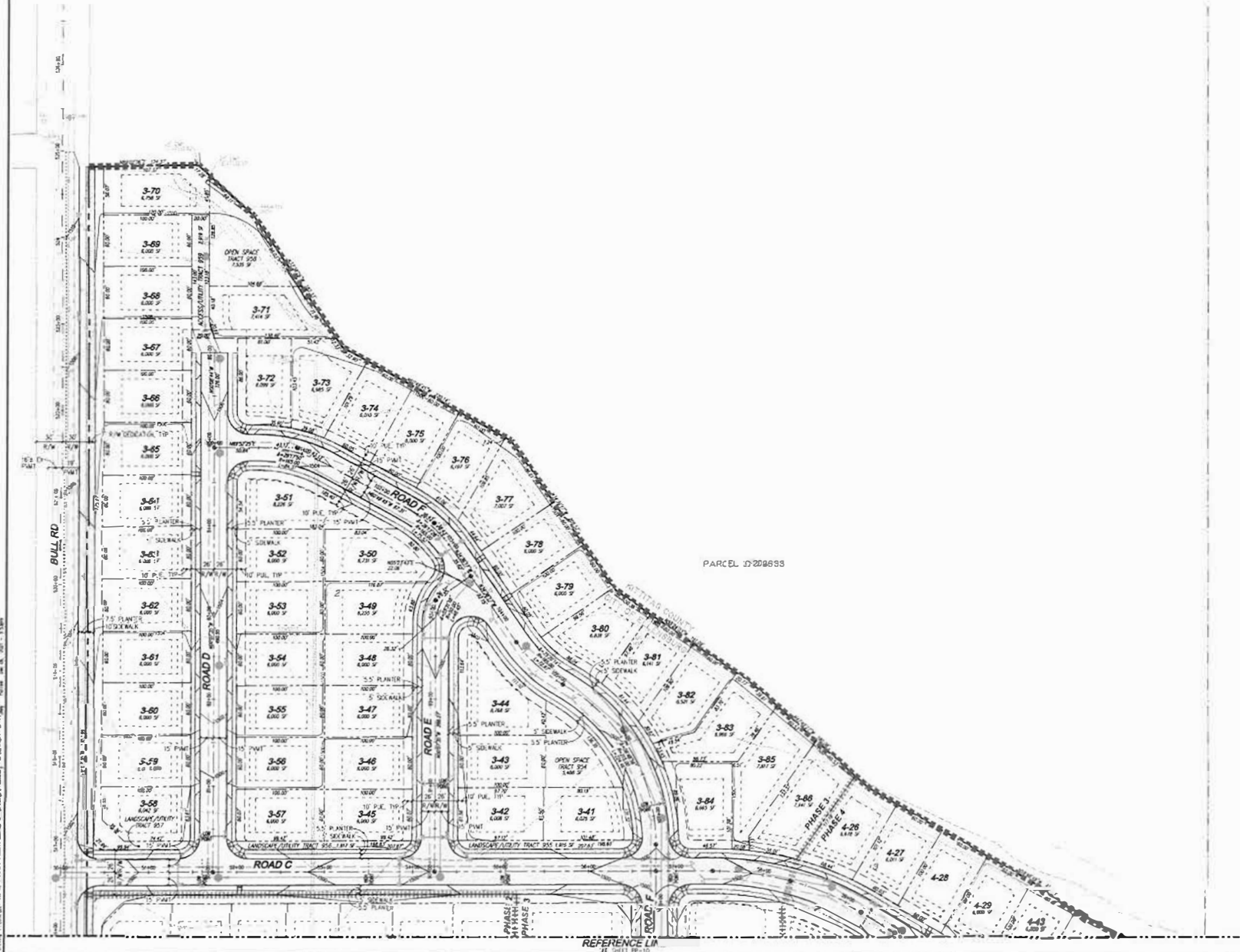
PP-11
SHEET 11 OF 13

UTILITY ASSURANCE NOTE
THE ENGINEER HAS CONDUCTED A VISUAL SURVEY OF THE PROJECT AREA AND HAS IDENTIFIED THE LOCATION OF ALL EXISTING UTILITIES. THE LOCATION OF ALL EXISTING UTILITIES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. THE ENGINEER HAS CONDUCTED A VISUAL SURVEY OF THE PROJECT AREA AND HAS IDENTIFIED THE LOCATION OF ALL EXISTING UTILITIES. THE LOCATION OF ALL EXISTING UTILITIES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION.

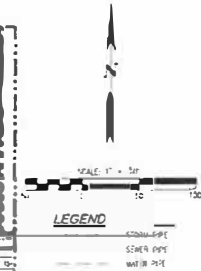
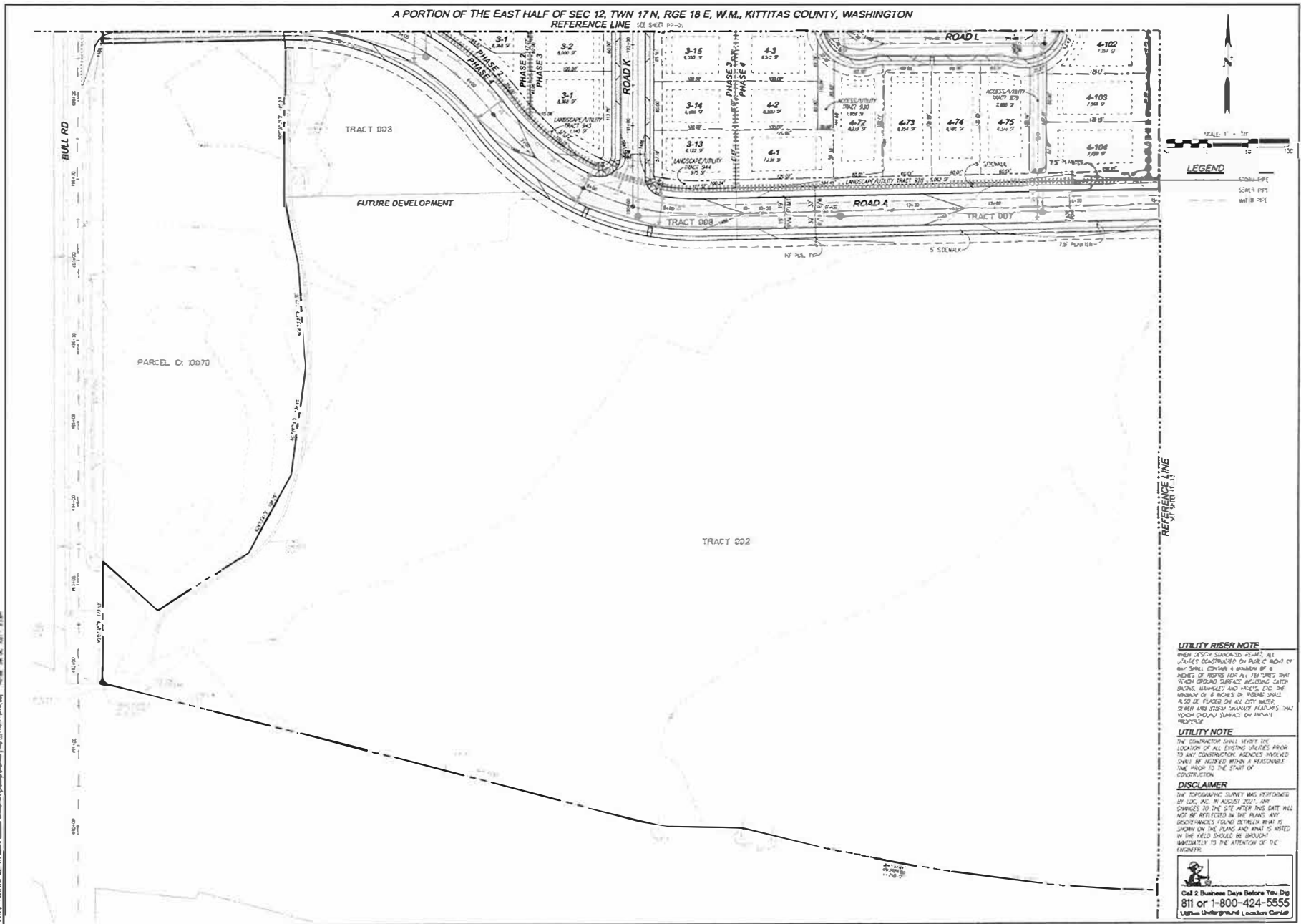
UTILITY NOTE
THE ENGINEER HAS CONDUCTED A VISUAL SURVEY OF THE PROJECT AREA AND HAS IDENTIFIED THE LOCATION OF ALL EXISTING UTILITIES. THE LOCATION OF ALL EXISTING UTILITIES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION.

DISCLAIMER
THE ENGINEER HAS CONDUCTED A VISUAL SURVEY OF THE PROJECT AREA AND HAS IDENTIFIED THE LOCATION OF ALL EXISTING UTILITIES. THE LOCATION OF ALL EXISTING UTILITIES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION.

Call 2 Business Days Before Your Dig
811 or 1-800-424-5555
Washington Department of Ecology



A PORTION OF THE EAST HALF OF SEC 12, T2N 17N, R18E, W.M., KITTITAS COUNTY, WASHINGTON
REFERENCE LINE (SEE SHEET PP-12)



UTILITY RISER NOTE
WHEN DESIGN SANITIZED PLANTS, ALL UTILITIES CONSTRUCTED ON PUBLIC RIGHT OF WAY SHALL CONTAIN A MINIMUM OF 6 INCHES OF RISES FOR ALL 18 INCHES THAT REACH GROUND SURFACE INCLUDING CATCH BASINS, MANHOLETS AND ACCESS ETC. THE MINIMUM OF 6 INCHES OF RISES SHALL ALSO BE PLACED ON ALL CITY WATER STORM AND SEWER CHANNEL PLUMBING THAT REACH GROUND SURFACE ON PRIVATE PROPERTY.

UTILITY NOTE
THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE ADVISED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

DISCLAIMER
THE TOPOGRAPHIC SURVEY WAS PERFORMED BY LDC, INC. IN AUGUST 2011. ANY CHANGES TO THE SITE AFTER THIS DATE WILL NOT BE REFLECTED IN THE PLANS. ANY DISCREPANCIES FOUND BETWEEN WHAT IS SHOWN ON THE PLANS AND WHAT IS NOTED IN THE FIELD SHOULD BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.

UTILITY RISER NOTE
WHEN DESIGN SANITIZED PLANTS, ALL UTILITIES CONSTRUCTED ON PUBLIC RIGHT OF WAY SHALL CONTAIN A MINIMUM OF 6 INCHES OF RISES FOR ALL 18 INCHES THAT REACH GROUND SURFACE INCLUDING CATCH BASINS, MANHOLETS AND ACCESS ETC. THE MINIMUM OF 6 INCHES OF RISES SHALL ALSO BE PLACED ON ALL CITY WATER STORM AND SEWER CHANNEL PLUMBING THAT REACH GROUND SURFACE ON PRIVATE PROPERTY.

UTILITY NOTE
THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE ADVISED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

DISCLAIMER
THE TOPOGRAPHIC SURVEY WAS PERFORMED BY LDC, INC. IN AUGUST 2011. ANY CHANGES TO THE SITE AFTER THIS DATE WILL NOT BE REFLECTED IN THE PLANS. ANY DISCREPANCIES FOUND BETWEEN WHAT IS SHOWN ON THE PLANS AND WHAT IS NOTED IN THE FIELD SHOULD BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.

Call 2 Business Days Before You Dig
811 or 1-800-424-5555
Utah Underground Location Center

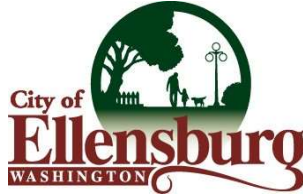
REVISIONS	DATE	DESCRIPTION

LDC | Surveying Engineering Planning
1801 N. Central Avenue, Suite 100
Spokane, WA 99205
Phone: 509.325.1234
Fax: 509.325.1235
www.lcdc.com

SCHULER-DENEEN FAMILY RANCH
MALLARD MEADOWS
PHASE 2-4 PRELIMINARY PLAT

PP-12
SHEET 12 OF 13

EXHIBIT 1.3



CITY OF ELLENSBURG

Energy Services Department

501 North Anderson Street; Ellensburg, WA 98926

Ph: (509) 962-7124 Fax: (509) 925-8662

www.ci.ellensburg.wa.us

Memorandum

Date: January 11th, 2021

To: Shannon Johnson, Senior Planner

From: Tyler Goeden, Project Engineer

Re: P21-125 Mallard Meadows Long Plat

The following are the City of Ellensburg Electric Utility (City Light) comments for the P21-125 Mallard Meadows Long Plat, located on the east side of Bull Road, between Umptanum Road & I-90.

Electric:

Most of these comments will be similar to the pre-application meeting on permit #P21-082.

Puget Sound Energy (PSE) currently has a high voltage 600 Amp overhead feeder pole line running north-south on the east side of Bull Road. There is at least one communication company that is attached to the PSE pole line as well. The frontage improvements required as part of this proposed development may require alteration of the PSE pole line, including the communication company. Sidewalks, or other road improvements, new roads, etc., may require pole relocations. Street lighting will be required along the frontage improvements, and throughout the plat. These street lights may also conflict with the PSE pole line.

PSE also has an underground termination, which has high voltage 200A underground distribution crossing through the plat, from approximately lot 20 of phase 2 to lot 49 of phase 4. The underground distribution reaches a PSE pole on the east side of the development, terminates up the pole, and has a span of high voltage 200A overhead distribution that goes 1 span south to another PSE pole, which has 3 transformers on it and appears to serve an irrigation pump service. If the irrigation pump service needs to stay active, it may be possible to cut it over from PSE power to City Light power, and is something that will need to be figured out prior to being able to build residences that are in conflict with this PSE underground line.

Any work with PSE, or communication companies about altering, or extending their facilities, is solely between the Developer and each utility company. City Light will not serve as the 'middle man' between the Developer and any utility company, but City Light will provide CAD designs to applicable utilities when it has completed the CAD design(s).

City Light is currently installing a new empty conduit system along the east side of Bull Road, from I-90 to Kittitas Highway. City Light will need to have vaults installed at certain intervals, with the empty conduit being exposed, intercepted, & extended into the new vaults. High voltage 600 Amp underground feeder lines will need to be extended from Mountain View Ave down to the Developers property, using this new duct & vault system. The high voltage 600 Amp underground feeder lines will need to be terminated in above ground switch cabinets, which can then be used to extend high voltage 200 Amp underground distribution lines that will serve as the source of power for the Developers proposed plat. These lines will need to extend throughout the plat, and to the extents of the plat.

City Light requires all meters to be accessible 24/7, and cannot be placed behind fences, in backyards, or other situations where City Light cannot safely and easily access the meters.

The City Electric Utility must adhere to the different regulations of the National Electric Code (NEC), National Electric Safety Code (NESC), Washington Administrative Code (WAC), among others. These regulations include minimum clearances from our transformers to any combustible structure (10 feet), and clearances from our transformers to any non-combustible structure (3 feet). The City Electric Utility must have 24/7 full access to our electrical system for proper maintenance & operations from a street or alley. There are also minimum clearances we must maintain between our electrical facilities to other utilities, such as water, sewer, gas, & communications.

Locations for transformers and junction boxes will need to be determined where they are protected from vehicle traffic and where they will be in a utility easement, typically a 10 foot utility easement along the frontage of each lot throughout the plat. Communications generally install with the electric utility and may have similar considerations for space.

As mentioned previously in this comment letter, a City Light duct & vault system will be installed behind walk, along the entire frontage of the Developers property. This duct & vault system will need to be coordinated with the frontage improvements & landscaping plans. City Light does not allow trees, or any other plant large enough to damage our duct & vault system, or inhibit operation or maintenance of our facilities in the future. Proper clearances need to be maintained between City Light facilities and any proposed landscaping.

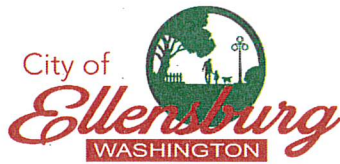
Street lights are not shown on the drawing and since these are public streets, they will need to be part of the civil plans submitted to Public Works and we will come up with a design to serve them as part of this plat. This includes street lighting not only in the plat, but along the frontage of Bull Road.

All of the work mentioned previously will be at Developers expense.

Applicant will need to complete a Residential Plat Development Application, which is also available on the City Website,

<https://ci.ellensburg.wa.us/DocumentCenter/View/11298/Residential-Plat-Application> .

EXHIBIT 1.4



Public Works & Utilities Department

Natural Gas Division

501 North Anderson Street; Ellensburg, WA 98926

Ph: (509) 962-7124 Fax: (509) 925-8662

www.ci.ellensburg.wa.us

Memorandum

Date: July 26, 2021
To: Shannon Johnson, Community Development
From: Darin Yusi, Gas Engineer *DY*
Re: Proposed Mallard Meadows Development Project – P21-082

The following are the City of Ellensburg Gas Division comments for the proposed Mallard Meadows Development project located off Bull Road, just North of Interstate 90.

Natural Gas:

There is a natural gas utility map attached showing the existing gas main line. There is a 4-inch main that has recently been extended down Bull Road that would be used to serve the proposed development.

The proposed development would be required to extend the gas main throughout and provide service stubs to each lot. The main line on the two southern east/west main roads will need to be extended all the way east to the extents of the property and if not within right-of-way, they will need to be within an easement. It is preferred that the mainline be shown on the civil plans to help in planning and determining issues that may come up as the project progresses. No details will be needed, just the mainline shown where installation is being proposed.

It is also very important that service stub locations are determined at an early stage. Service lines and meters cannot run through backyards or be behind fences. For example: Which road the service line for Lot 26 comes from will most likely be determined by which road the house fronts off. Similar instances like Lots 110, 111, 112 will need to be discussed as the projects moves forward.

The applicant is responsible for exposing the main line for connection, providing trenching, smooth sand bedding, and backfill at the specified depth and required utility separation as indicated on detail sheets G-12 and G-13 attached. City Gas Division crews will provide the materials and perform the installation in the developer provided trenches.

To serve the homes with natural gas, the applicant can apply for service through applications found on the City's website or at City Hall. There are also natural gas rebates for new construction at this time. These rebates are reviewed annually and may not be available in the future.

Any private access roads that serve multiple lots will require a 10' access and utility easement. In addition to these easements, a 10' access and utility easement is being requested between Lots 15 and 16 for a connection to the northern development and to create a looped feed system. As lot configurations change, this easement may need to be moved accordingly.

It was also discussed during the meeting that the parcel to the south (future development tract) would be divided up for industrial uses. Without knowing details of how this property will be divided or what industrial uses may develop, it will be difficult to determine what size and where to add stubs across the road. Unless more information is given, the Gas Utility will not be stubbing for the southern

industrial property at this time. If the parcel is divided and more information is known prior to the road and utilities being installed, the Gas Division will work with the applicant to provide stubs as necessary.

For any further questions or clarifications regarding these comments or the proposed project, please call the City Gas Division at 509-962-7124.

Remember to always call 811 (the One-Call Underground Utility Notification Center) prior to any excavation on private property or in the right-of-way.





CITY OF ELLENSBURG
NATURAL GAS DIVISION
UTILITY MAP REQUEST INFORMATION

PROJECT ADDRESS

BULL ROAD - SOUTH END DEVELOPMENT

DATE

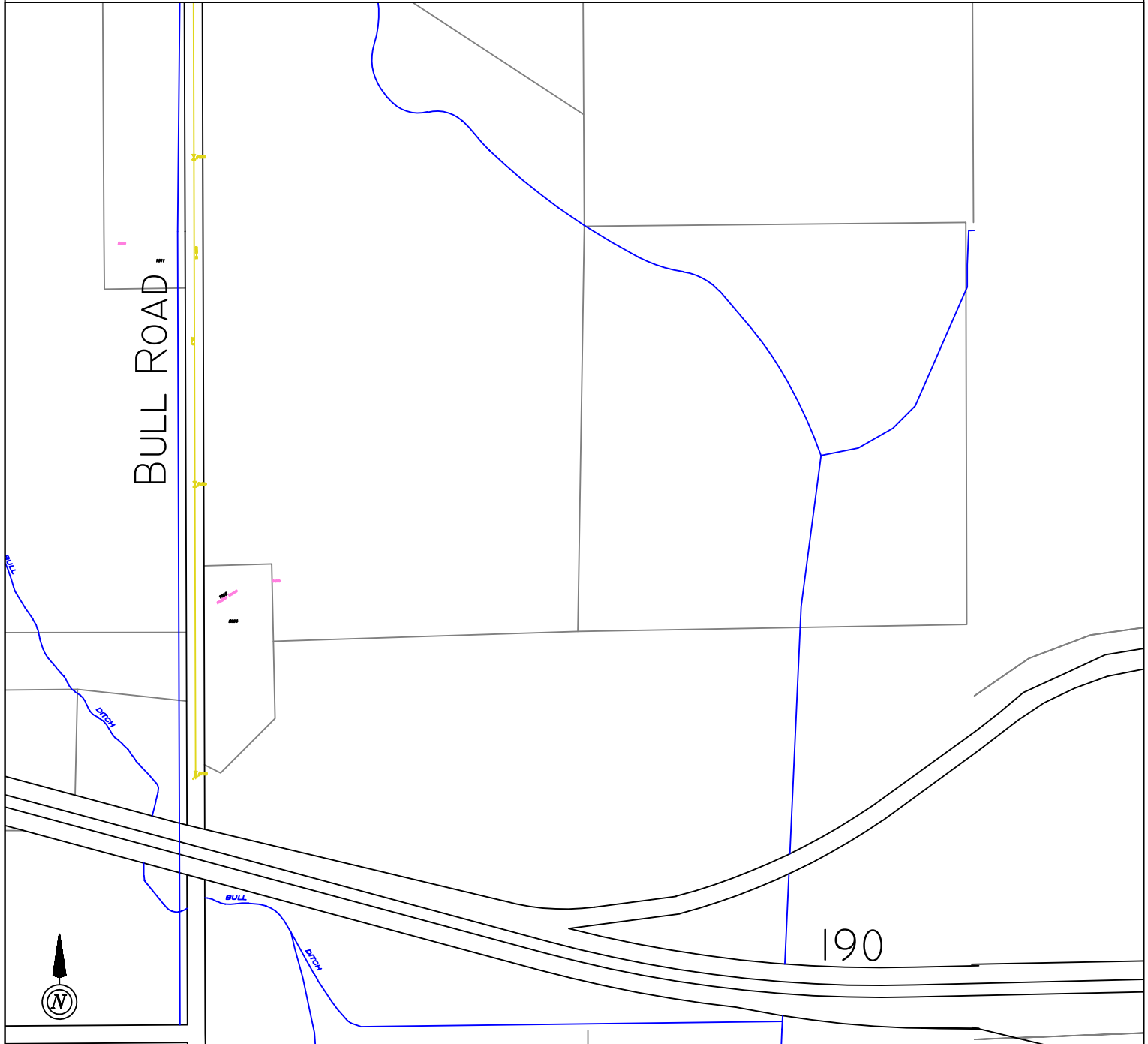
07/16/2021

CONTACT NAME

CHAD BALA

WORK PHONE

509-607-0617



QUESTIONS: DARIN YUSI 509-962-7229

DISCLAIMER:

THE CITY OF ELLENSBURG ENERGY SERVICES DEPARTMENT CANNOT VERIFY THE ACCURACY OF THE UTILITIES REPRESENTED ON THIS PLAN. THEY ARE DISPLAYED FOR EASE OF PLANNING AND INSTALLATION AND ARE BASED UPON BEST INFORMATION AVAILABLE. CONTRACTORS AND DEVELOPERS SHOULD REFER TO CIVIL PLAN FOR MOST CURRENT DESIGN REVISION AND CALL 811 BEFORE YOU DIG.

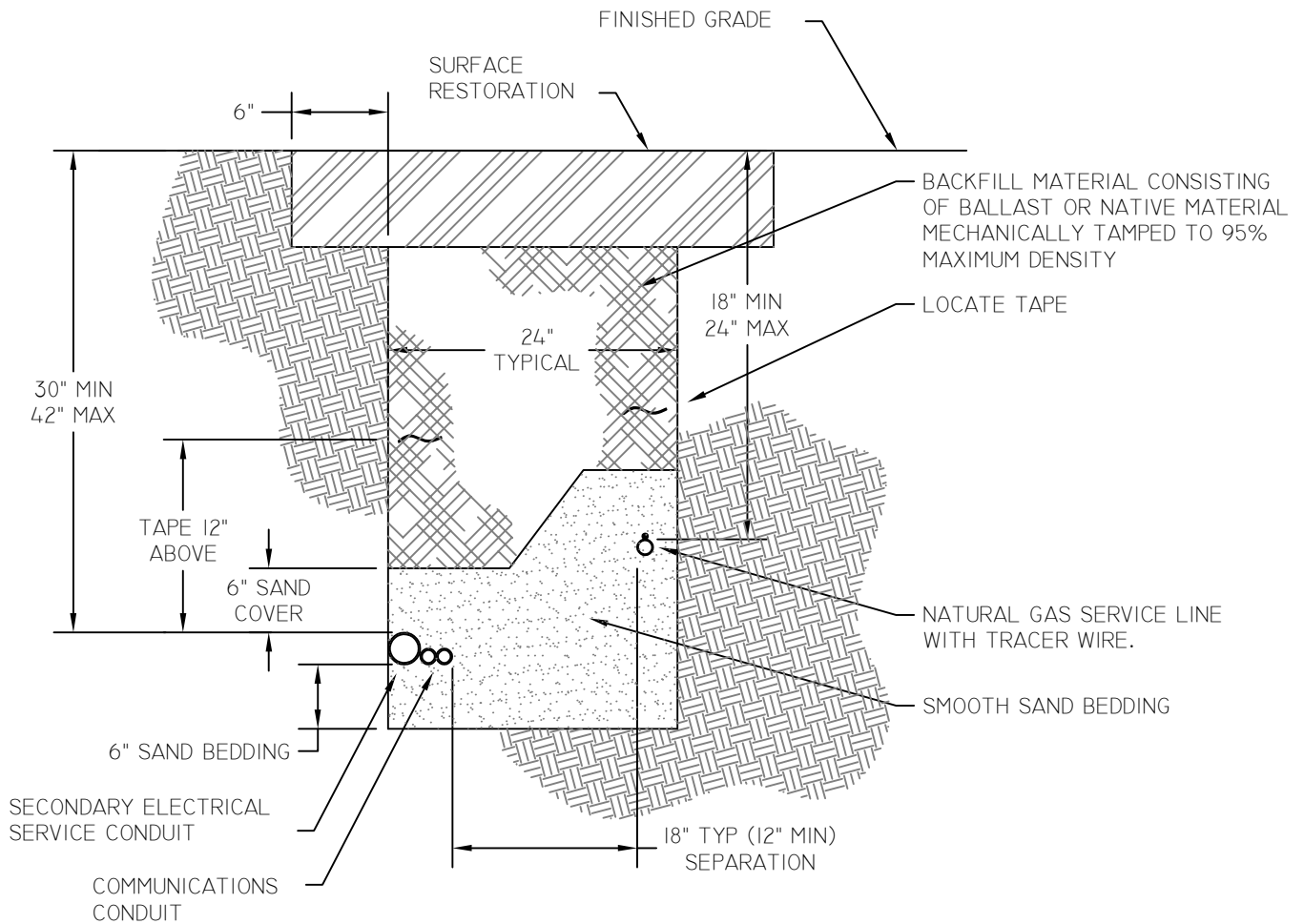


Know what's below.
Call before you dig.

192



- REVISÉ 11-25-15



GENERAL NOTES:

1) THE MINIMUM DEPTH OF TRENCH REQUIRED FOR NATURAL GAS SERVICE LINE IS 18" ON PROPERTY WITH A MINIMUM DEPTH OF 24" IN THE RIGHT OF WAY. THE MINIMUM DEPTH OF TRENCH FOR SECONDARY ELECTRICAL SERVICE CONDUIT IS 30", MAXIMUM OF 42". TRENCH DEPTH MIN / MAX CAN CHANGE WITH PRIOR APPROVAL FROM ENERGY SERVICES.

2) TRENCH SHOULD BE AS STRAIGHT AS POSSIBLE WITH NO MORE THAN (3) 90° BENDS. IN AREAS WHERE TRENCH CHANGES DIRECTION, CORNERS SHOULD BE ROUNDED TO ALLOW FOR SWEEPS. THE FLOOR OF THE TRENCH, SHOULD BE AS LEVEL AND FLAT AS PRACTICALLY POSSIBLE. THE SWEEP BELOW THE METER SHOULD BE DIRECTED TOWARD THE SOURCE OF THE SERVICE (TYPICALLY THE TRANSFORMER OR HANDBOX AT THE PROPERTY CORNER), NOT PERPENDICULAR TO THE BUILDING.

3) BACKFILL SHOULD NOT BE USED IF IT CONTAINS LARGE ROCK, PAVING MATERIALS, CINDERS, LARGE OR SHARPLY ANGULAR SUBSTANCE OR CORROSIVE MATERIALS WHICH CAN DAMAGE THE PIPELINE, CONDUITS, CABLES OR OTHER SUBSTRUCTURES AND / OR PREVENTS ADEQUATE COMPACTION OF FILL.

4) SERVICE LINES MAY BE IN A JOINT TRENCH PROVIDED A MINIMUM SEPARATION OF 12" IS MAINTAINED, WHILE 18" IS PREFERRED. UTILITY MAY REQUIRE STAKING PRIOR TO BACKFILL TO MAINTAIN REQUIRED SEPARATION AND ADEQUATE COVERAGE. NO UTILITY WILL BE PLACED OVER THE TOP OF THE GAS SERVICE LINE.

5) SMOOTH SAND BEDDING IS REQUIRED FOR GAS SERVICE LINES AND SECONDARY ELECTRICAL CONDUITS. MAINTENANCE SAND MAY NOT BE USED AS SAND BEDDING.

6) BACKFILLING MUST BE COMPLETED AT THE TIME THE GAS SERVICE LINE IS INSTALLED AND MADE LIVE. WIRE WILL NOT BE PULLED INTO CONDUITS UNTIL BACKFILL IS COMPLETED.

REVISED 08-06-13



CITY OF ELLENSBURG
STANDARD PLANS & DETAILS

SERVICE LINE
TRENCH REQUIREMENTS

PLAN NO.

G-13

DRAWN BY: SP

DATE: 07-19-01

UPDATED BY: HF

SCALE: NONE



EXHIBIT 1.5

CITY OF ELLENSBURG

Public Works Department
501 N. Anderson St.; Ellensburg, WA 98926
Ph: (509) 962-7230 Fax: (509) 962-7127

Memorandum

Date: October 18, 2021
To: Stacey Henderson, Senior Planner
From: Craig Jones, Development Coordinator *CJ*
Through: Derek Mayo, City Engineer *DEM*
Re: Bull Rd – Mallard Meadows SEPA – P21-126

The following are the City Public Works SEPA comments for the proposed Mallard Meadows on the east side of Bull Rd N of I-90.

The applicant can view the City of Ellensburg's Development Standards on the City's website for more information. <http://www.ci.ellensburg.wa.us/index.aspx?NID=339>

At time of civil plan review, Staff will work with the developer's engineer regarding the specific issues related to frontage and utility improvements.

Water:

The water main available to serve this development is a 12" Ductile Iron main that runs in Bull Rd. There are no existing stubs, all future connections will be hot taps on the main. The developer will need to build an 8" water main on all the proposed interior roads. Each lot will need a separate water service. The maximum number of lots that can be served by one water connection is 40 lots. Looping of an interior water main may be needed depending on fire flows.

Fire hydrants shall be placed in the proposed development per the Fire Marshal's requirements. Developer's engineer may be required to verify that fire flow capacity will meet the necessary requirements.

Specific issues related to water main and meter locations will be addressed at project civil submittal.

Sewer:

The sewer main available to serve this development is a 12" PVC main in Bull Rd. There are no existing stubs, all future connections will need to be made at a manhole or by adding a new manhole. The developer will need to install 8" sewer mains on the interior roads and side sewer stubs to each lot.

Specific issues related to sewer main and side sewer construction will be addressed at project civil submittal.

Roadway and access:

This project will trigger the requirement for half street improvements along the Bull Rd frontage. The interior roads will need full street improvements and have adequate turn-around that meet Development Standards. Phase 3 loop road will need access added to the north or south. Bull Rd is classified as a collector street and will be a 64' right of way at full build out with a completed turn-around at I-90. City comp plan indicates the east/west road will also need to be a collector street that extends to the far east of the property. The horizontal curve of this road needs to meet AASHTO requirements for 35mph design speed. Street improvements include concrete curb/gutter, sidewalks, street lighting, permanent signage, asphalt, asphalt markings, gravel base, storm drainage, and other items associated with minimum public improvements consistent with Public Works Development Standards. Bull Rd is on the Active Transportation route and will need to include additional width to accommodate the future bike lane. Under the Land Development Code the sidewalks will need to be separated from the curb. Existing power poles may need to be relocated to accommodate these frontage improvements.

Specific issues related to roadway and access construction will be addressed at project civil submittal.

Storm water:

There is no storm system available for a direct discharge. The existing road side ditches will need to be conveyed across the frontages of the property. All storm facilities will need to be designed so they will not be inundated with ground water. Your engineer will need to verify groundwater during peak irrigation season to confirm the project will not be effected by it.

The applicant shall use the current Stormwater Management Manual for Eastern Washington, or approved equivalent for reference in design of stormwater treatment and flow control for post construction requirements for new development and redevelopment. The design shall at a minimum use the following design storms, or as recommended for the proposed BMP, whichever is greater. Treatment shall be designed for the first ½" of rainfall on the property, and storm drainage detention on a 10 year storm event (1.2" of precipitation/24 hours) and retention facilities based on a 25 year storm event (1.6" of precipitation/24 hours). Specific issues related to storm water will be reviewed at time of civil plan submittal.

The applicant's design engineer should determine groundwater elevations in the vicinity of proposed storm water treatment and flow control facilities. The water surface elevation needs to be utilized in the facility designs and should be verified when groundwater is at its highest. Typically the groundwater in the Ellensburg area is elevated from April 15th through October 15th. However, groundwater on the subject site may not be associated with seasonal irrigation and could crest at another time during the year.

The following comments are from the City Stormwater Department;

1. If the site is an acre or greater the developer will need to make Notice of Intent (NOI) with Ecology and apply for a Stormwater General Construction Permit months in advance of construction.
<https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit>
2. The Ecology permit requires a Stormwater Pollution Prevention Plan (SWPPP) be submitted with the plan set and be reviewed by the City of Ellensburg Stormwater Utility along with a set of temporary sediment erosion control plans (TESC).
3. In addition, Ecology now requires an Operation and Maintenance (O&M) Plan be submitted to the City for review and retainage. The O&M Plan must address the long term maintenance of the stormwater

facilities (swales) that will be constructed onsite to deal with the flow control and treatment requirements of Core Element 5&6 in the Eastern Washington Stormwater Management Manual.

Here is a link for additional information from Ecology;

<https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit/eCoverage-packet>

Other issues:

During civil plan review, Public Works establishes the preliminary addressing plan, the developer will need to work with the Post Office to establish the mail delivery routing plan and mailbox locations. The Post Office requires the use of metal Collection Box Unit style mailboxes.

The developer is required to obtain all other permits (HPA if required, DOE construction site grading permit, etc.) that may be required as a result of plat development.

A traffic Impact Analysis (TIA) has been completed by the developer. The TIA showed that Bull RD and Mountain View Ave will fall below the City's level of service by phase 4. The City would not be able to issue permits for this phase or phases beyond this phase until funding has been secured or construction of required improvements have been completed to bring that intersection into compliance. This project may be required to pay impact fees. You can view the traffic impact fees online at <http://www.codepublishing.com/wa/ellensburg/>.

A Utility Extension Agreement will need to be completed by the Developer and City prior to civil plan review for Phase 4 or annexation of the property into the City.

Additional utility easements may be required for any proposed utility outside of the right of way. Specific issues will be addressed at civil plan submittal.

Any phasing plans for the project will need to be reviewed and may have additional requirements associated with utilities or temporary turn around.

Irrigation water will need to comply with Irrigation District requirements, and be continued through the site to downstream users.

Landscape plans will need to be included for review of any conflicts with existing or proposed utilities.

Latecomer's fees will be established along Bull Rd for water and sewer. These fees will be included in the Public Works permits for this development.

Proposed road names will go through a review process that includes the entire Kittitas County to eliminate any duplicate or similar sounding road names.

City and County will work together on the civil plan review for this development.

Cc File 21-084



**Know what's below.
Call before you dig.**

EXHIBIT 1.6



Fire Marshal
509-856-4455 cell
509-933-7241 office
prevention@kvfr.org

Fire Marshal SEPA Comments

Project: Mallard Meadows Long Plat-Bull RD
Permit#: P21-126
Occupancy Type: R
Date: 11/2/2021

Comments:

- 1) Must meet 2018 IFC and City of Ellensburg Code requirements at the time of construction for the occupancy classification and construction type. Will be required to meet current IFC and City of Ellensburg Code anytime there is a change in occupancy classification.
- 2) Standard Addressing per City Code requirements to include ADU units if applicable.
- 3) Fire dept. access and turnarounds per IFC and Appendix D. Fire department access roads shall be a minimum of 20' wide, access roads shall be a minimum of 26' wide in the vicinity of fire hydrants or meet the City Street Standard if greater. It may be required to post "No Parking Signs" on one or both sides of the fire access road, depending on width. Fire dept. access roads cannot exceed 150' in length without an approved turnaround per IFC Appendix D. Road surfaces must be rated for a minimum of 75,000 lbs. or City of Ellensburg street standard if it requires a higher rating.
- 4) The North end of Road D/TR 969 appear to exceed 150' without a turnaround. If the distance from the intersection to the end of TR 969 exceeds 150' a turnaround meeting IFC appendix D will be required.

- 5) Per IFC Appendix D107.1 two access roads are required based on the number of lots. D107.2 Remoteness, requires that the two access roads be a minimum of half of the maximum diagonal of the overall project area when measured in a straight line between the two access roads.
- 6) As discussed during the pre-application Zoom meeting, Phase 3 will be required to have a second access road to serve the looped road. Preferably in the S/SE corner.
- 7) The site would require additional hydrants meeting the requirements of IFC Appendix B and C and COE code for spacing, quantity, location, and type. Hydrants are required to be spaced every 400-600' on an approved route of travel. Be aware that under COE code if any of the access roads are identified as major or minor arterials, fire hydrants on the opposite side of the street aren't credited.
- 8) Fire flow requirements are a minimum of 1500 gpm for residential occupancies.
- 9) Any phasing of the project would be required to meet IFC requirements for Fire Dept. access, turnarounds, and water supply.

Thank you,



Joe Delvo
Fire Prevention Captain
Fire Investigator, IAAI-FIT
Kittitas Valley Fire & Rescue
400 East Mountain View Ave.
Ellensburg, WA
Phone: 509-933-7241
Cell: 509-856-4455
Fax: 509-933-7245
prevention@kvfr.org

EXHIBIT 1.7



COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St., Ellensburg WA 98926

Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239

Kirsten Sackett, Director

Phone: (509) 962-7232 Fax: (509) 925-8655 E-Mail: sackettk@ci.ellensburg.wa.us

DATE: January 15, 2022
FROM: Shannon Johnson, Senior Planner, Community Development

FILE #: P21-125

RE: Mallard Meadows Preliminary Plat

LOCATION: TBD Bull Road (Parcel #s 17825 & 17827)

The following are the Planning Department comments for the application for the Mallard Meadows Preliminary Plat request:

1. Per Ellensburg City Code 15.420.0020 (B) the block length proposed for Road "K" exceeds the 660 foot connection interval length requirement. The applicant's surveyor is working on a revised plan which will need to be reviewed and approved prior to moving the preliminary plat forward to a closed record public hearing for approval by the Ellensburg City Council.

EXHIBIT 1.8



COMMUNITY DEVELOPMENT DEPARTMENT
501 N. Anderson St., Ellensburg, WA 98926

**State Environmental Policy Act (SEPA)
MITIGATED DETERMINATION OF NON-SIGNIFICANCE (MDNS)**

Proponent: Tom Abbott, Agent for Owner

Date: December 20, 2021

Description: A SEPA Environmental Checklist for a proposed 293-lot long plat for residential and single family home construction. Lots will range in size from 6,000sf to 10,932sf, most of which are located on Parcel ID #17825. The proposed plat can be accessed from Bull road in three locations, with multiple interior local access roads serving the lots within the development. The proposed layout also includes several tracts to be left open for parks or open space. The current zoning on Parcel ID #17825 is Residential Suburban (R-S), and the current zoning on Parcel ID #17827 is Industrial Light (I-L).

Location: This proposed project is located on two parcels, Parcel ID #17825 (64.14 acres), and Parcel ID #17827 (41.18 acres), which are north of I-90, and East of Bull Rd.

Lead Agency: City of Ellensburg

File #: P21-126

The City of Ellensburg acting as lead agency for this proposal, has determined that the proposal, as mitigated, does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

The lead agency for this proposal has determined that certain **mitigation measures** shall be necessary in order to issue a Determination of Non-Significance for this proposal. Failure to comply with the mitigation measures herein will result in the issuance of a Determination of Significance (DS) for this project. **The mitigation measures include the following conditions which shall apply based on project specific analysis:**

1. The applicant shall comply with all requirements outlined in the City of Ellensburg Public Works division memo, dated 10/18/2021, regarding roadway and access, water, sewer, stormwater and traffic.

2. The applicant shall comply with all requirements outlined in the City of Ellensburg Fire Marshall division memo, dated 11/2/2021, regarding IFC and City of Ellensburg code requirements.
3. The applicant shall comply with all requirements outlined in the City of Ellensburg Energy Services division memo, dated 8/6/2021, regarding electric utilities.
4. The applicant shall comply with all requirements outlined in the City of Ellensburg Natural Gas Division memo, dated 7/26/2021, regarding gas utilities.
5. The applicant shall develop civil and building plans that address the storm water requirements of both the City of Ellensburg and the State Department of Ecology. These shall address any potential for flooding as may be required by Ellensburg City Code Chapter 15.630. Such plans shall be approved by City Staff prior to construction.
6. The applicant shall comply with all requirements included in the Critical Area Determination, P21-127.
7. The applicant shall comply with all requirements outlined in the Washington State Department of Transportation memo, dated 10/19/2021, regarding the project's close proximity to I-90.
8. The applicant shall comply with all requirements outlined in the Washington Department of Fish and Wildlife (WDFW) memo, dated 11/9/21. Requirements include continued communication with WDFW regarding the placement of infrastructure near critical areas, and to obtain a Hydraulic Project Approval permit from WDFW before the project commences.
9. Per the Department of Ecology email dated 10/15/2021, the applicant shall obtain an NPDES permit with the Department of Ecology, and comply with the additional requirements outlined in the memo pertaining to storm water and water quality.
10. Per the request of the Department of Archaeology and Historic Preservation, memo dated 10/6/2021, the applicant shall complete an archaeological survey of the property and send the completed report to all requesting parties, and the City, for review and approval prior to project implementation.
11. In the event that previously unknown cultural resources or human remains are encountered during the implementation of the project, work in the vicinity of the discovery shall be halted and a professional archaeologist, the Washington State DAHP, and all affected tribes should be consulted before proceeding.
12. Requirements of all City Departments, the Fire District, all utility providers, and affected agencies must be satisfied, as outlined in adopted City Codes and other regulatory documents.

13. If the applicant wishes to add to, or change, the proposed scope of work included in this application, a new SEPA proposal and/or addendum will need to be submitted to address any changes.

This **Mitigated Determination of Non-significance (MDNS)** is issued using the standard MDNS process under WAC 197-11-350.

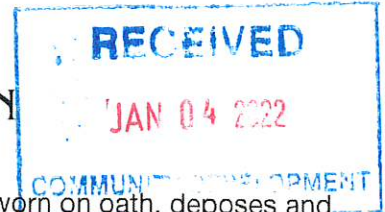
Responsible Official: Kirsten Sackett
Title: Community Development Director
Address: City of Ellensburg
Community Development Dept.
501 N. Anderson St.
Ellensburg WA 98926
Phone: (509) 962-7232 Fax: (509) 925-8655

Date: 12-20-21 **Signature:** Kirsten Sackett

Appeals: Following the issuance of this MDNS, is a 14-day appeal period. Pursuant to ECC 15.270.200, appeals must be submitted as required by the City of Ellensburg's administrative appeal procedures for Type II permits per ECC 15.230.040(B), and shall be made to the Hearing Examiner and meet all requirements contained in Chapter 15.230 ECC.

EXHIBIT 1.9

AFFIDAVIT OF PUBLICATION



State of Washington, County of Kittitas, ss: The undersigned being first duly sworn on oath, deposes and says: That he/she is the representative of The Daily Record, a daily newspaper. That said newspaper is a legal newspaper and has been approved as a legal newspaper by order of the superior court in the County in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published in the English language continually as a newspaper in Ellensburg, Kittitas County, Washington, and it is now and during all of said time printed in an true copy of

CITY OF ELLENSBURG-CITY CLERK
N/PUBLIC HEARING P21-125

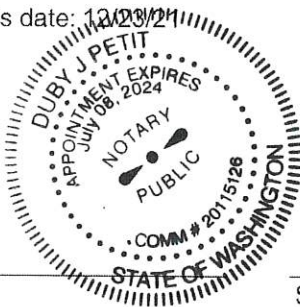
is published in regular issues (and not in supplement form) of said newspaper once a week for a period of 1 consecutive week(s), commencing on the following days.

12/23/21

All dates inclusive and that such newspaper were regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the sum of \$177.71 the rate of \$8.80 per column inch for each insertion.



Subscribed to me this date: 12/23/21



Printed Name
Notary Public in and for
The State of Washington
(SEAL)

Signed Name



Legals

NOTICE OF A PUBLIC HEARING
SUBDIVISION REQUEST

NOTICE IS HEREBY GIVEN that the Hearings Examiner for the City of Ellensburg will hold an open record public hearing on Tuesday January 25, 2022 at 1:00 pm, held both ~~in person~~ in the Council Chambers AND virtually via Zoom, to consider Application P21-125 submitted by Tom Abbott, Agent for Property Owner for a Preliminary Plat Subdivision. The proposed preliminary plat within the Residential Suburban (R-S) zone is a 293-lot long plat for residential and single family home construction. Lots will range in size from 6,000 sf to 10,932 sf, most of which are located on Parcel ID #17825. The proposed plat can be accessed from Bull road in three locations, with multiple interior local access roads serving the lots within the development. The proposed layout also includes several tracts to be left open for parks or open space. The current zoning on Parcel ID #17825 is Residential Suburban (R-S) and the current zoning on Parcel ID #17827 is Industrial Light (I-L). A notice of SEPA Mitigated Determination of Non-Significance (MDNS) was published in the Daily Record on December 21, 2021.

Permit application: September 23, 2021

Determination of completeness: October 19, 2021

Notice of application: December 23, 2021

Comment due date: January 17, 2022

Project Location: The property is addressed as TBD Bull Road, Ellensburg, WA 98926, Kittitas County Assessor's Parcel ID Numbers: 17825, 17827.

Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the City of Ellensburg Community Development Department webpage at <https://www.ci.ellensburg.wa.us/623/Public-Notices/Current-Projects>

Written Comments from interested persons will be accepted by email until 5:00 p.m. on January 17, 2022 by sending them to johnson@ci.ellensburg.wa.us. Written comments sent via USPS must arrive by the same deadline.

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

Staff contact: Shannon Johnson, Senior Planner johnson@ci.ellensburg.wa.us

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in the Hybrid/REMOTE meeting by contacting Staff no later than 5:00 pm on Monday, January 24, 2022. An email link, text link or phone number will be provided which will allow for electronic participation in the public hearing. In-person attendees that are not fully vaccinated will need to wear face coverings.

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. A "Request for Accommodation" form may be obtained from the City Clerk Beth Leader by calling 509-925-5614.

PUBLISH: Daily Record: December 23, 2021 / LEGAL #: 185496

IN THE SUPERIOR COURT OF THE STATE OF
WASHINGTON IN AND FOR THE COUNTY OF KING

In the Matter of the Estate of JAMES DANIEL MALONEY III, Deceased.	No. 21-4-08382-3 SEA NOTICE TO CREDITORS PURSUANT TO RCW 11.40.030
--	--

A. Richard Maloney has been appointed and has qualified as Personal Representative of this estate. Any person having a claim against the decedent must, before the time when the claim would be barred by any otherwise applicable statute of limitations, present the claim in the manner as provided in RCW 11.40.070 by serving on or mailing to the Personal Representative or the Personal Representative's attorney at the address stated below a copy of the claim and filing the original of the claim with the court in which the probate proceedings were commenced. The claim must be presented within the later of: (1) Thirty days after the Personal Representative served or mailed the notice to the creditor as provided under RCW 11.40.020(1); or (2) four months after the date of first publication of the notice. If the claim is not presented within one of these time frames, the claim is forever barred, except as otherwise provided in RCW 11.40.061 and 11.40.060. This bar is effective as to claims against both the probate assets and non-probate assets of the decedent.

DATE OF FILING COPY OF THE NOTICE TO CREDITORS with the Clerk of the Court: December 14, 2021.

DATE OF FIRST PUBLICATION: December 16, 2021.

/s/ T. Jeffrey Keane
T. Jeffrey Keane, Attorney for Personal
Representative
Keane Law Offices
100 NE Northlake Way, Suite 200
Seattle, WA 98105

Personal Representative:

/s/ A. Richard Maloney
A. Richard Maloney
5219 Beach Drive SW
Seattle, WA 98136

PUBLISH: Daily Record: December 16, 23, & 30, 2021 / LEGAL #: 181297

**A Great Way to
Open Up
the Day**

Legals

Public Notice
Kittitas County, Ellensburg WA

REQUEST FOR STATEMENT OF QUALIFICATIONS SUPPORTING ENVIRONMENTAL PLANNING AND PERMITTING FOR THE REPLACEMENT OF BRIDGE #89342, VANTAGE HIGHWAY OVER CASCADE CANAL KITTITAS COUNTY, WA

All submittals received after 5:00 PM Local Time, on January 13, 2022, will be discarded.

PURPOSE:

The existing bridge (No. 89342) along Vantage Highway spanning the Cascade Irrigation Canal requires replacement. The existing bridge is currently load restricted and has recent damage from a vehicle accident. The project will include replacing and updating the current bridge, guardrail, approaches, and shoulders all while maintaining the channel for the Cascade Canal. All improvements will need to meet current WSDOT permitting and design standards.

SCOPE OF PROJECT:

The work to be performed by the Consultant consists of performing all environmental planning and permitting required for the project in accordance with WSDOT and FHWA requirements. The selected firm will be expected to start on the project upon award. Civil and structural design plans are being developed concurrently to the environmental planning and permitting with the PS&E package ready for advertisement for construction by July 31, 2022.

PROCEDURES FOR SUBMITTAL:

If you wish to be considered for work under this SOQ, submit a sealed envelope to Kittitas County Public Works, at 411 N Ruby St., Suite 1, Ellensburg WA 98926 by 5:00 pm local time on January 13, 2022. Submittals shall include a one-page cover letter with the firm name and contact information. Submittals shall also include five copies of your Statement of Qualifications describing the firm's or team's ability to professionally provide the requested services. Address submittals:

Vantage Highway over Cascade Canal
Kittitas County Public Works
411 N. Ruby St., Suite 1
Ellensburg, WA 98926

For your records, Kittitas County will provide a confirmation email to the contacts provided in the submittal confirming receipt of your interest in the proposal. Submittals received after 5:00 pm local time on January 13, 2022, will be disregarded. Kittitas County encourages disadvantaged, minority and women owned consultant firms to respond. The County reserves the right to reject any and all submittals.

SELECTION PROCESS AND PROPOSED SCHEDULE:

Kittitas County's selection will be based on review of submittals in the following manner:

1. The firm's or team's qualifications, experience and ability performing the requested work (30 points)
2. Demonstrated experience with similar projects, and similar timelines in the past five years (50 points)
3. Demonstrated experience with similar environmental permitting in the past five years (30 points)
4. Experience working in Kittitas County in the past five years (20 points)
5. Demonstrated ability keeping projects on time and within budget (20 points)
6. Demonstrated ability communicating and working effectively with the public, staff, Washington State Department of Transportation, Washington State County Road Administration Board, and regulatory agencies (20 points).

Anticipated Dates Tasks

- January 13, 2022 - Deadline for SOQ submittals
- January 26, 2022 - Selection of Firms to Interview
- February 10, 2022 - Interviews and Reference Checks
- February 17, 2022 - Selection of firms and prepare contracts
- March 2, 2022 - BOCC Award of Contracts

The selection process shall be as follows:

Notice of Decision
Sweetwater Ranch Conditional Use (CU-21-00002)

Pursuant to RCW 36.70B.130 and KCC 15A.06, notice is hereby given that on December 13, 2021, the Kittitas County Hearings Examiner approved the Sweetwater Ranch Conditional Use Permit (CU-21-00002). The proposed project will establish a Small-scale event facility covering 2 parcels in the Agricultural 20 zone on approximately 68.80 acres.

Copies of the Kittitas County Hearings Examiner's decision and related file documents may be examined at Kittitas County Community Development Services, 411 N. Ruby Suite 2, Ellensburg, WA 98926, (509) 962-7506 or on the Kittitas County website <http://www.ci.kittitas.wa.us/cds/land-use/default.aspx> and navigating to "Conditional Use Permits" then the "Project File Number" as indicated in this notice.

Issuance of this land use decision may be appealed by parties with standing, by filing a land use petition (LUPA) in Superior Court and serving said petition on all required parties pursuant to RCW 36.70C and KCC 15A.08, within twenty-one days of the land use decision. The last day to file a LUPA is January 6, 2022.

Dated: December 16, 2021

PUBLISH: Northern Kittitas County Tribune: December 16 & 23, 2021

PUBLISH: Daily Record: December 16 & 23, 2021 / LEGAL #: 181308

Legals

• Submittals are reviewed and scored by the Public Works selection committees.

• Selection of firms to interview may be waived if the selection committee decides to award to a single firm based on review of the submittals.

• Firms will be selected to interview if the selection committee decides that interviews are required. The specific interview format will be provided to firms in advance of interviews.

• The Public Works Director and/or County Engineer will negotiate a scope of work and fee with the selected consultant.

• Providing that a scope of work and fee is successfully negotiated, the consultant will be recommended for award to the Board of County Commissioners during a Board business session (March 2, 2022).

• The selected consultant will then enter into a Local Agency A & E Professional Services Consultant Agreement with Public Works.

Kittitas County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

Kittitas County 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 e-mailing Candice Leader at leader@co.kittitas.wa.us or by calling collect 509-962-7523.

The above noted schedule is tentative and may be changed based on the number of proposals submitted. Proposals will be evaluated immediately with final selection targeted for early February 2022.

AGREEMENT OF SERVICES:

The selected consultant(s) will be expected to enter into a Local Agency A&E Professional Services Consultant Agreement. Insurance requirements are included in that agreement. The anticipated contract period shall be March 2022 - December 2023.

Persons with disabilities may request this information be prepared and supplied in alternate forms by calling collect (509-962-7523).

Kittitas County reserves the right to accept or reject any and all proposals or any items or part thereof or to waive any information or irregularities in the proposals. Kittitas County shall have the sole discretion to determine the most responsible proposal.

ADDITIONAL INFORMATION:

No cost or fee schedules shall be submitted with your response. Consultants will be selected on their qualifications and experience as noted in this solicitation, with fees determined through negotiations following selection. Contracting is dependent on a negotiated mutually accepted scope of work and subsequent fee established by the consultant.

INQUIRIES:

Direct all inquiries regarding this request for services to Josh Fredrickson, County Engineer at (509) 962-7523 or via email to josh.fredrickson@co.kittitas.wa.us.

More information is online at <http://www.co.kittitas.wa.us/notices/>.

Julie Kjosvick
Clerk of the Board

PUBLISH: North Kittitas County Tribune: December 23 and 30, 2021 and January 6, 2022

PUBLISH: Daily Journal of Commerce: December 23 and 30, 2021 and January 6, 2022

PUBLISH: Daily Record: December 23, 2021 / LEGAL #: 184973



**Employers hit the
hire button with
the Classifieds**

**NOTICE OF A PUBLIC HEARING
SUBDIVISION REQUEST**

NOTICE IS HEREBY GIVEN that the Hearings Examiner for the City of Ellensburg will hold an open record public hearing on Tuesday January 25, 2022 at 1:00 pm, held both in-person in the Council Chambers AND virtually via Zoom, to consider Application P21-125 submitted by Tom Abbott, Agent for Property Owner for a Preliminary Plat Subdivision. The proposed preliminary plat within the Residential Suburban (R-S) zone is a 293-lot long plat for residential and single family home construction. Lots will range in size from 6,000 sf to 10,932 sf, most of which are located on Parcel ID #17825. The proposed plat can be accessed from Bull road in three locations, with multiple interior local access roads serving the lots within the development. The proposed layout also includes several tracts to be left open for parks or open space. The current zoning on Parcel ID #17825 is Residential Suburban (R-S), and the current zoning on Parcel ID #17827 is Industrial Light (I-L). A notice of SEPA Mitigated Determination of Non-Significance (MDNS) was published in the Daily Record on December 21, 2021.

Permit application: September 23, 2021

Determination of completeness: October 19, 2021

Notice of application: December 23, 2021

Comment due date: January 17, 2022

Project Location: The property is addressed as TBD Bull Road, Ellensburg, WA 98926. Kittitas County Assessor's Parcel ID Numbers: 17825, 17827.

Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage** at <https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects>

Written Comments from interested persons will be accepted by email up until 5:00 p.m. on January 17, 2022 by sending them to johnsons@ci.ellensburg.wa.us. Written comments sent via USPS must arrive by the same deadline.

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

Staff contact: Shannon Johnson, Senior Planner johnsons@ci.ellensburg.wa.us

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in the Hybrid/REMOTE meeting by contacting Staff no later than 5:00 pm on **Monday, January 24, 2022**. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing. * In-person attendees that are not fully vaccinated will need to wear face coverings.

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. A "Request for Accommodation" form may be obtained from the City Clerk Beth Leader by calling 509-925-8614.

PUBLISH IN LEGAL: **Thursday, December 23, 2021**

EXHIBIT 1.10

QUARTER CIRCLE FC LLC
3051 NUMBER 6 RD
ELLENSBURG, WA 98926-9656

SUMMER SEASONS II LLC
109 BEAR CREEK LN
BELLINGHAM, WA 98229-9349

TEANAWAY RIDGE LLC
PO BOX 808
CLE ELUM, WA 98922-0808

JORDAN, LARRY S ETUX
2004 BULL RD
ELLENSBURG, WA 98926-8900

SCHULER DENEEN FAMILY RANCH LLC
PO BOX 808
CLE ELUM, WA 98922-0808

LATHROP DEVELOPMENT CO INC
1572 ROBINSON CANYON RD
ELLENSBURG, WA 98926-8022

RDMB LIMITED PARTNERSHIP
41 BARNES RD
ELLENSBURG, WA 98926

HASH, CATHLEEN D
HASH, KENNETH E
670 BERRY RD
ELLENSBURG, WA 98926-8769

CANALS OF ELLENSBURG LLC ATTN:
MICHAEL R WELNSTOCK
420 GOLF CLUB RD SE
LACEY, WA 98503-1048

~~P21-115~~ P21-125
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 12/22/2021 Signed

Olivia Unin

CERTIFICATE OF TRANSMITTAL

On this day, the undersigned sent to
the addressee(s) the original
document by U.S. Mail.
I certify under penalty of perjury
under the laws of the State of WA
that the foregoing is true and correct.

Date _____ Signed _____



COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St., Ellensburg WA 98926

Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239

Kirsten Sackett, Director

Phone: (509) 962-7232 Fax: (509) 925-8655 E-Mail: sackettk@ci.ellensburg.wa.us

December 23, 2021

RE: Notice of Application and Open Record Public Hearing for Subdivision Application, Case # P21-125, submitted by Tom Abbott, Agent for Schuler Deneen Family Ranch, LLC & Teanaway Ridge, LLC, Property Owners

Dear Property Owner,

Notice is hereby given that the City of Ellensburg has received a Subdivision Permit Application for the following project that may be of interest to you. As a property owner within three hundred feet (300') of this proposal you are invited to comment on it.

Date of application: September 23, 2021

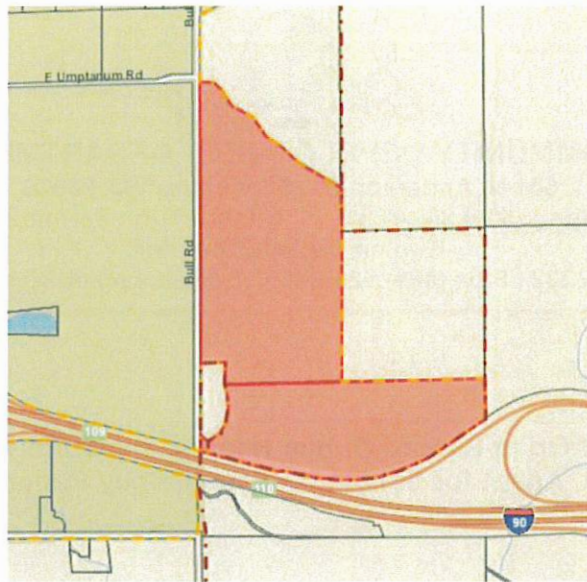
Date of notice of complete application: October 19, 2021

Comments due date: January 17, 2022

Project Applicant: Submitted by Tom Abbott, Agent for Schuler Deneen Family Ranch, LLC & Teanaway Ridge, LLC, Property Owners.

Project Description: Case # P21-125; a Preliminary Long Plat Subdivision. Tom Abbott, Agent for Property Owner for a Preliminary Plat Subdivision. The proposed preliminary plat within the Residential Suburban (R-S) zone is a 293-lot long plat for residential and single family home construction. Lots will range in size from 6,000 sf to 10,932 sf, most of which are located on Parcel ID #17825. The proposed plat can be accessed from Bull road in three locations, with multiple interior local access roads serving the lots within the development. The proposed layout also includes several tracts to be left open for parks or open space. The current zoning on Parcel ID #17825 is Residential Suburban (R-S), and the current zoning on Parcel ID #17827 is Industrial Light (I-L). A notice of SEPA Mitigated Determination of Non-Significance (MDNS) was published in the Daily Record on December 21, 2021.

NOTICE IS HEREBY GIVEN that an **Open Record Public Hearing** has been scheduled before the Ellensburg Hearing Examiner for **Tuesday, January 25, 2022 at 1:00 pm** to consider Long Plat Subdivision Application, P21-125. The hearing will be held both remotely via Zoom and in Council Chambers for those wishing to attend in person. *In-person attendees that are not fully vaccinated will need to wear face coverings.



Project Location: The property is addressed as TBD Bull Road, Ellensburg, WA 98926. Kittitas County Assessor's ID#'s 17825, 17827 as seen in the map above.

Materials Available for Review: The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage at** <https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects>

Written Comments: The public is encouraged to review and comment on the proposed project. **Comments must be submitted in writing by 5:00 pm on Monday, January 17, 2022 by either:**

Mail delivery postmarked by the deadline, addressed to:

- 1) City of Ellensburg Community Development Department
501 N Anderson Street, Ellensburg, WA 98926 or
- 2) Via email by 5:00 pm on the deadline, to the staff contact listed below

NOTICE IS FURTHER GIVEN that all persons interested in this matter may participate in the Hybrid meeting by contacting Staff no later than 5:00 pm on Monday, January 24. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing.

Staff contact: Shannon Johnson, Senior Planner. Email: johnsons@ci.ellensburg.wa.us

Sincerely,

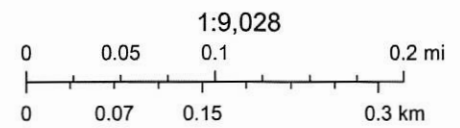
Shannon D. Johnson
Senior Planner

eburg map



10/5/2021, 4:49:42 PM

-  Urban Growth Area
-  City Limits



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

EXHIBIT 1.11

Shannon Johnson

From: Chad Bala <bala.ce@gmail.com>
Sent: Thursday, December 23, 2021 8:25 AM
To: Shannon Johnson
Cc: Tom Abbott; Mark Villwock; Jamey Ayling; Mike Jones
Subject: [Ext] Re: P21-125 Mallard Meadows Preliminary Plat Hearing Examiner Public Hearing Set - January 25, 2022
Attachments: P21-125 Affid of Post.pdf
Importance: High

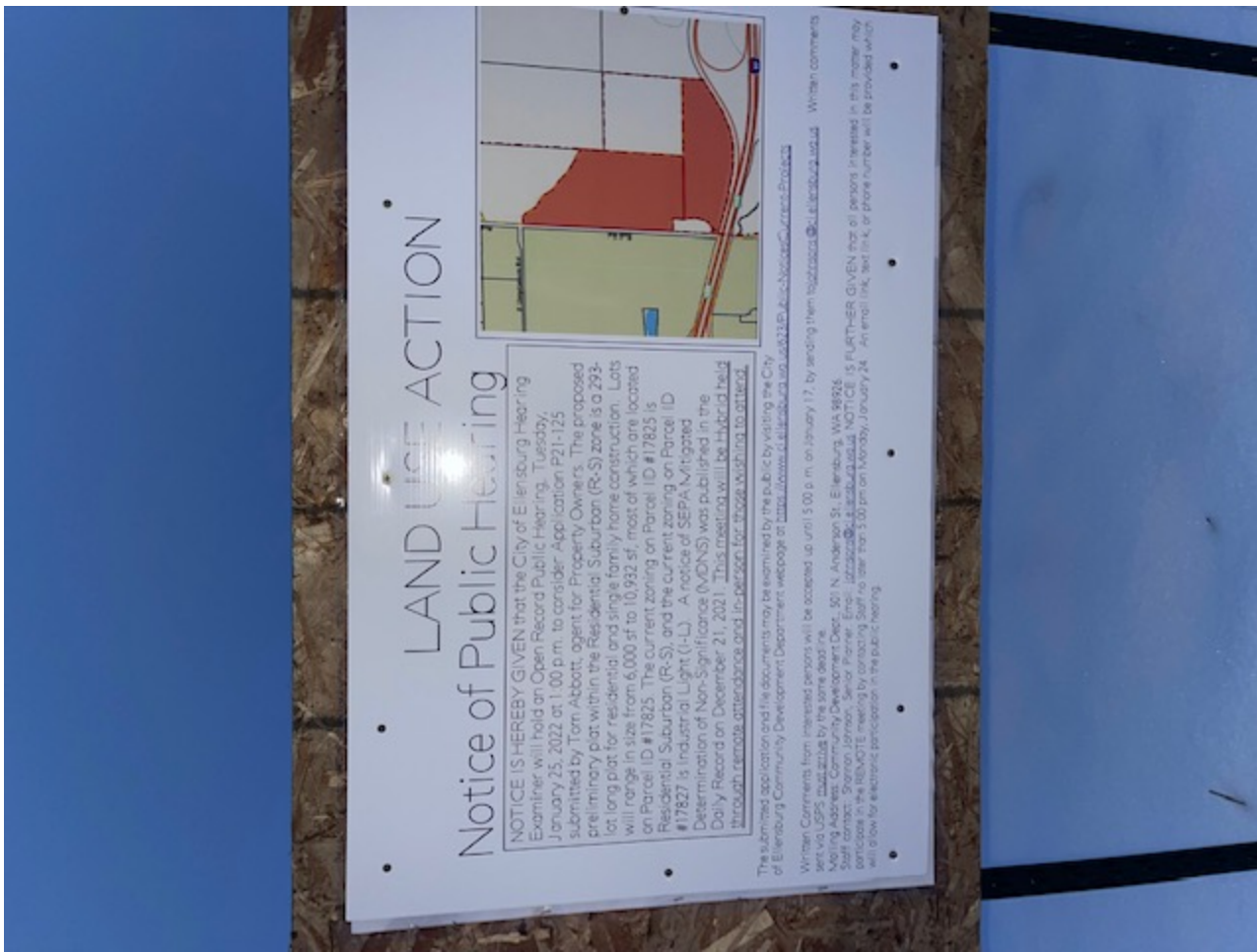
CAUTION - EXTERNAL EMAIL: The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

Shannon,
Posted the property late yesterday afternoon at the same location of the SEPA posting. Please see the signed affidavit and posting picture.

Please confirm that you revived this email and associated attachments.

Thanks and have a great day.

Chad



On Dec 22, 2021, at 11:34 AM, Shannon Johnson <johnsons@ci.ellensburg.wa.us> wrote:

Good Morning ,

As discussed with Mark (cc'd above) this morning, I've set the Public Hearing with the Hearings Examiner for Tuesday, January 25, 2022 at 1:00 pm. Please see the attached legal notice of public hearing for P21-125 – Mallard Meadows Plat Subdivision located on Bender Road. In addition to this email notification, we will be mailing a hard copy to The Schuler Deneen Family Ranch LLC, and Teanaway Ridge, LLC (as the property owners on file) in today's outgoing mail.

I've also attached the land use action sign and coordinating affidavit of posting for the above project which needs to be posted on site as soon as possible. The Copy Shop here in town knows our specifications in order to blow this up (2x3 feet) and Instructions are attached above. Please post the signage along the street frontages similarly to how you posted the previous SEPA signage for this project.

Please email me the signed affidavit of posting and pictures when you have posted the site, so that I can include it in the file. Our office is mailing out the notices of application today, Wednesday, December 22, 2021 (to all property owners within 300 feet of the project site), and to all members of the public who requested notification during the SEPA process) and the legal notice will be in the newspaper tomorrow, December 23, 2021 as well.

Please don't hesitate to let me know if you have any questions along the way. I look forward to working further with you on this exciting new project for our community.

Shannon D. Johnson
Senior Planner
Community Development
501 N. Anderson Street
Ellensburg, WA 98926
Office: (509) 962-7108
Email: johnsons@ci.ellensburg.wa.us

<image001.png>

<Land Use Action Sign (P21-125).pdf><P21-125 Publ Hear Notice .pdf><P21-125 Affid of Post.pdf>



COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St, Ellensburg WA 98926

Land Use Permitting (509) 962-7231 Construction Permitting (509) 962-7239

Kirsten Sackett, Director

Phone: (509) 962-7232 Fax: (509) 925-8655 E-Mail: sackettk@ci.ellensburg.wa.us

AFFIDAVIT OF POSTING

The Ellensburg City Code requires that all projects requiring Type IV Permit Review to have a notice sign posted at the site of the project. Per ECC 15.270.140, the following shall apply:

1. The posting of a weather-resistant sign or signs 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. If the project abuts more than one public right-of-way (ROW), more than one sign will be required; one per ROW, as determined by the responsible official.
3. **The responsibility for the posting of the sign or signs shall be upon the project applicant or his or her agent.**
4. The sign matrix provided by Planning Dept. Staff, shall be made into a sign or signs at least two feet by three feet (2' x 3') in size.

DATE: December 22, 2021	PLANNER: Shannon Johnson – Senior Planner
PROJECT NAME AND SUMMARY: Type IV Preliminary Plat Review for the proposed 293 Lot Long Plat at Bull Rd, Ellensburg WA 98926.	FILE NUMBER: P21-125

PLEASE COMPLETE THE FOLLOWING:

I, Chad Bala, 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 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. **Failure to posts the site and return this form to Community Development in a timely manner will result in a delay of the application review for the project.**

Chad Bala

Signature

December 22, 20 21

Please return the above **affidavit and photograph(s) of the posted notice sign board(s)** to: Shannon Johnson, Senior Planner, 509-962-7108, via email: johnsons@ci.ellensburg.wa.us ; Fax: 509-925-8655; or mail to: Community Development Dept., City Hall, 501 N. Anderson St., Ellensburg, WA 98926.

EXHIBIT 1.12



Preliminary Subdivision (Long Plat) Application

PA-07
APPLICATION

Community Development Department

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

A pre-application meeting is required prior to submitting a Long Plat application. Land Subdivisions that create 10 or more lots (referred to as long plats) are subject to the Type IV review process as set forth in Chapter 15.210 ECC. Subdivisions that are granted preliminary approval shall be effective for a period set forth in RCW 58.17.140, during which time the final subdivision application shall be submitted for approval and recording.

Application Fee: \$1200 (Pre-App Fee: \$500 may be applied here also)

In addition to the existing application fee, the applicant shall be required to pay a \$600 Hearing Examiner fee. If the Hearing Examiner fee is less than \$600, the difference shall be returned to the applicant. If the Hearing Examiner fee exceeds \$600, the additional cost shall be billed to and paid by the applicant.

The Planning Division will be unable to accept your Long Plat Application Form if you fail to provide ALL of the following required material.

OFFICIAL USE ONLY:

Staff Person:	AW
Date Submitted:	09/23/2021
Fee Total:	1800.00
FILE #:	P21-125
Associated Permit File #:	P21-082 P21-126 P21-127

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

Legal Owner Name(s):	Schuler Deneen Family Ranch, LLC & Teanaway Ridge LLC	Day Phone:	808-728-6644
Mailing Address:	PO Box 808 Cle Elum, WA 98922		
E-mail:	mike@hiseasll.com	Cell Phone:	

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

Name:	Terra Design Group Attn: Chad Bala	Day Phone:	509-607-0617
Mailing Address:	PO Box 686 Cle Elum, WA 98922		
E-mail:	Bala.ce@gmail.com	Cell Phone:	

CONTACT PERSON: ☐ Owner ☐ Contractor ☐ Tenant ☒ Other Engineer

Name:	Tom Abbott, PE	Day Phone:	425-806-1869
Mailing Address:	20210 142nd Ave SE, Woodinville, WA 98072		
E-mail:	tabbott@ldccorp.com	Cell Phone:	

PROJECT INFORMATION:

Parcel Number(s) of Site:	17825 & 17827
Site Address (if any):	XXXX Bull Road, Ellensburg, WA 98926
City Zoning Designation:	Residential Suburban

(OVER)

PROJECT INFORMATION:

Ellensburg City Code 15.260.120 requires that application for short plats may only be approved if/all the following are satisfied

Application contents. Applications for a preliminary subdivision shall contain the following:

1. The minimum application requirements set forth in ECC 15.220.020 and a completed subdivision application form provided by the department, which shall include the signatures of all owner's of interest in the land involved in the preliminary subdivision;
2. Payment of a the application fee in the amount established in the city's adopted fee schedule;
3. A completed SEPA Checklist and payment of the SEPA application fee;
4. A completed critical area information form or critical area report pursuant to ECC Article 6, if applicable;
5. A title report of the property to be subdivided;
6. A recorded copy of the deed for the property to be subdivided;
7. Copies of all existing or proposed restrictive covenants involving the land within the proposed subdivision;
8. Names and addresses of the owner(s) of the property to be subdivided and of any person or entity holding an interest in the property as identified on the title report in sub-section 5 above;
9. Names and addresses of all property owners within 300 feet of the boundaries of the proposed subdivision as those names appear on the records of the Kittitas County Assessor;
10. The preliminary subdivision plat drawing which shall comply with all general drafting standards and Tier 3 drafting guidelines required by the city's public works development standards – Section 5 - drafting standards. Five copies of the drawing shall be provided with the application, along with an electronic copy on CD media in a format readable by the city's current version of AutoCAD, and one reduced copy not to exceed 11-inches by 17-inches. In addition to the drafting standards set forth in the city's public works development standards, such drawing shall clearly show the following:
 - a. Vicinity sketch showing the parcel boundaries and the major street system, with street names, within a one-quarter-mile radius;
 - b. Zoning of the property proposed for subdivision;
 - c. Location and size of existing and proposed utilities, railroads, and irrigation rights-of-way on the property proposed for subdivision;
 - d. Plan view of proposed streets, their names and widths, pedestrian ways, all utilities and easements;
 - e. Location and size of all proposed ditches, culverts, catch basins, detention or retention ponds or other parts of the design for the control of surface water drainage;
 - f. Approximate boundaries of all areas subject to irrigation or storm water overflow;
 - g. Location, width and direction of flow of all watercourses on the site; and
 - h. Location and identification of all critical areas, including associated buffers, on the property proposed for subdivision or on adjacent properties, as required by ECC Article 6;
11. Preliminary grading plan pursuant to public works department requirements;
12. Preliminary storm water plan pursuant to public works department requirements;
13. Preliminary landscaping plan pursuant to Articles 4 and 5 of this title;
14. A narrative addressing ownership and maintenance of open spaces, stormwater facilities, public trails and critical areas, and the applicable approval criteria and standards of the Ellensburg Municipal Code. It should also address any proposed building conditions or restrictions;
15. Transportation study, if required by the public works department;
16. Location of any proposed building envelopes on the lots being created; and
17. Any other information in the opinion of the director which is necessary to determine if the proposed subdivision makes appropriate provisions for physical problems or hazards involving public health, safety and/or welfare.

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

I, Tom Abbott, (print name) affirm that the above responses are made truthfully and to the best of my knowledge. I hereby apply for this permit application and acknowledge that I have read this application and state that the information is correct and that I agree to comply with all city ordinances pertaining to this permit if granted.

I further affirm that I am the owner of record of the area proposed for the above-identified land use action or, if not the owner, attached herewithin is written permission from the owner(s) authorizing my actions on his/her/their behalf.

Signature of Legal Owner:
(or Authorized Agent)



Date:

9/22/2021

September 20th, 2021

City of Ellensburg
Community Development
501 N Anderson
Ellensburg, WA 98926

**RE: Mallard Meadows
Preliminary Subdivision Narrative**

Mallard Meadows is a proposed 293-lot, three phase project that will be located along the City of Ellensburg's southeastern boundary line. On the proposed lots there will be detached single-family homes constructed. To service the proposed homes roads, water and sewer main extensions, stormwater facilities and dry utilities will be constructed. The southern portion of the site will also include a stormwater tract for the project and a future light industrial development. A future development tract to the east of Phases 1-3 will provide a future Phase of development on a parcel that is located within Kittitas County and outside of City limits.

Please note that the project applicant would like to request a consolidated SEPA review along with review of the other submitted documents for various permit reviews.

Below is a summary of the site and the proposed development:

Property Address:	XXXXX Bull Road, Ellensburg, WA 98926
Tax Parcel Numbers:	17825, 17826, & 17827
Property Zoning:	Residential Suburban & Light Industrial
Land Use Designation:	Residential Suburban Zone (R-S)
Property Area:	145.93
Maximum Density:	6 units/acre (1,167 units)
Proposed Density:	2.01 units/acre (293 units)
Proposed Lots:	293 Lots (Phases 1-3)
Proposed Tracts:	33 Tracts
Project Type:	Long Plat

Site Description

The project site is zoned Residential Suburban and Light Industrial. On the northern parcel there is a barn which will be removed as part of this project. The site is currently used to grow hay. Topographically, the site is flat and has no critical areas. The properties surrounding site are also used to grow hay as well.

Critical Areas

There are no critical areas on the site, however there is a category III wetland located on the parcel (parcel #17826) to the east of the project site. Lyle Creek, a type F stream, is also located on the parcel (parcel # 359036) to the west of the project site. The buffers of the wetland and Lyle Creek are not located on the project site.

Project Elements

Drainage:

The proposed development will include the construction of catch basins that will direct the stormwater runoff towards tract 997 in the southeast corner of the site. In tract 997, a stormwater detention pond will be constructed. The proposed pond has been designed with additional capacity (in addition to capacity for Phases 1-3) to accommodate stormwater mitigation and water quality treatment for future

HQ: 20210 142nd Avenue NE, Woodinville, WA 98072 • Kent: 1851 Central Place South, Suite 101, Kent, WA 98030

possible Phase 4 of the residential development and the future light industrial development tract. It is intended that the stormwater pond will be constructed with the Phase 1 development.

Water/Sewer:

The City of Ellensburg will provide the proposed development with water and sewer services. Main extensions will be constructed within the right-of-way of new proposed public roads to connect each new residential lot to the City's existing water and sewer systems. A new sewer and water system has recently been installed within the project frontage along Bull Road that will serve the site.

Access/Streets/Parking:

The proposed development will include the construction of public roads to provide the proposed development access to Bull Road. All roads and associated rights-of-way will be constructed to meet the City of Ellensburg's road design standards. The proposal will include two connections to Bull Road into the residential development that will run east/west with a 64-foot-wide right-of-way (ROW). An access road that provides division between the residential Phases of the project and the future light industrial development tract will border the southern portion of the residential phases. This roadway is intended for construction with Phase 1. Additional landscape strip tracts will border the residential entrance road ROWs to enhance the site entrance with green space. The remainder of the roads will be local access roads. The 46-foot-wide local access roads will provide access to each of the proposed lots.

The proposed development will also provide at least two parking spots per unit as required by EMC 15.550.040. The parking spaces will be in the driveways and garages of the proposed detached single-family homes.

Open Space:

The proposed project will include a number of parks for recreation of various sizes. Additionally, a trail system is proposed throughout the project that gives connection to various roads, lots, and parks.

We look forward to working with you, and appreciate your review, input, and assistance.

Sincerely,



Tom Abbott, PE
Project Manager
LDC, Inc.

CHULER-DENEEN FAMILY RANCH
MALLARD MEADOWS
COVER SHEET

220

CONTACT LIST

APPLICANT
SOCIETY OF THE YOUTH RANCH LLC
400 WEST 800
SALT LAKE CITY, UTAH 84119
CONTACT: CHRIS DAVIS
PHONE: (801)-487-5517
EMAIL: chris@youthranch.com

LANDOWNER
20100 140TH AVENUE NE
WEDDINGTON, WASHINGTON 98072
CONTACT: JIMMY HARRIS
PHONE: (425)-862-1868
FAX: (425)-862-7003
EMAIL: jimmy@harrisland.com

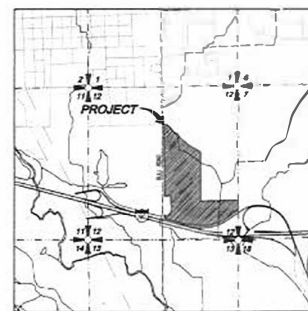
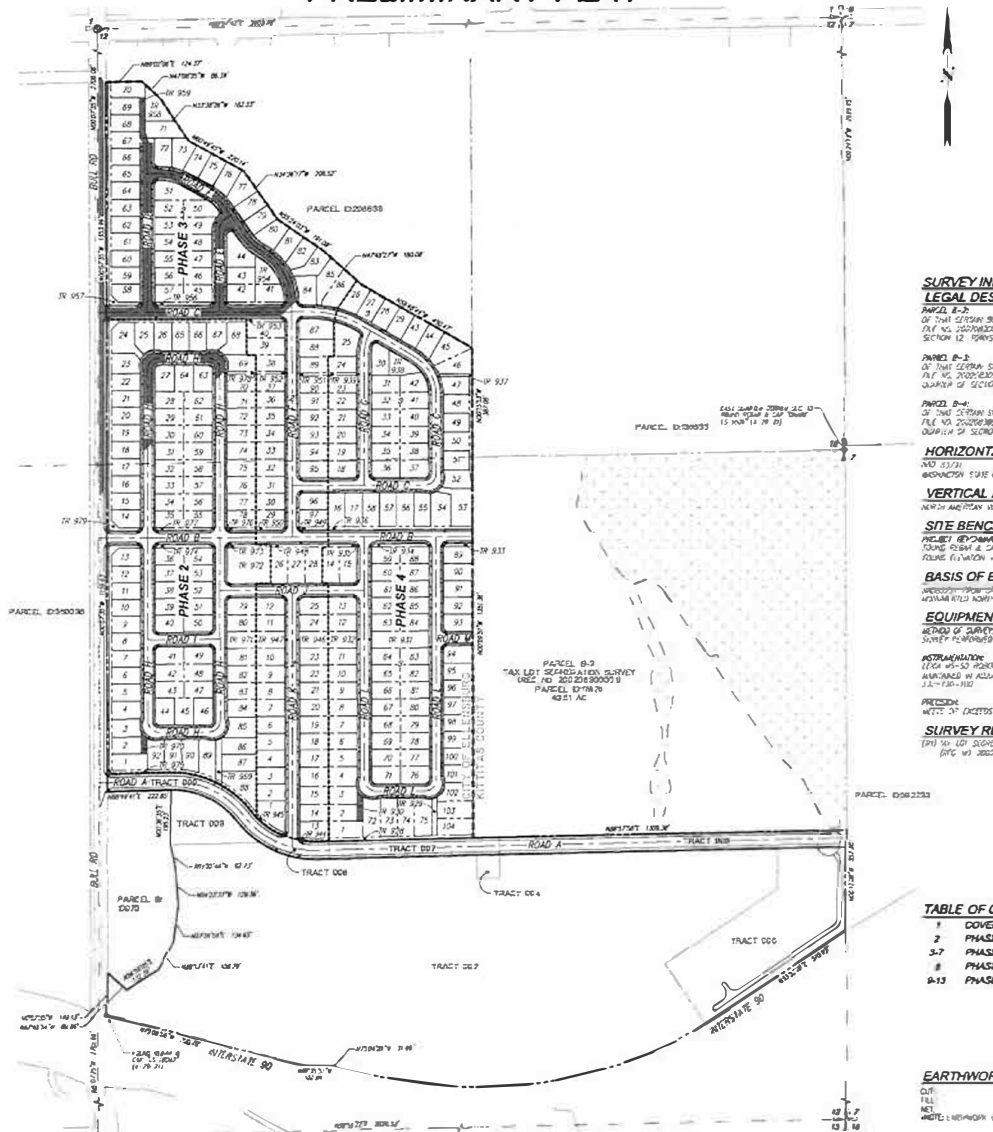
LANDSCAPE ARCHITECT
DESIGN DESIGN GROUP
1007 10TH AVE NE
WEDDINGTON, WASHINGTON 98072
CONTACT: ANTHONY GORE
PHONE: (206)-361-1275
EMAIL: anthony@gddg.com

ENGINEER
1007 10TH AVENUE NE
WEDDINGTON, WASHINGTON 98072
CONTACT: JOHN RAYMOND
PHONE: (206)-428-1869
FAX: (206)-428-3583
EMAIL: johnr@raymondeng.com

RECORDS DEPARTMENT
COUNTY OF KING, RECORDS DEPARTMENT
PO BOX 1038
ALLIANTOWN, WASHINGTON 98004
CONTACT: LIZ WILSON
PHONE: (206)-351-2915
EMAIL: ewilson@king.com

GEORAPHIC
BURNS & BERNDSON, INC
1108 LINDSEY AVE
WEDDINGTON, WASHINGTON 98072
CONTACT: LEE A. BURNS
PHONE: (206)-428-4100
FAX: (206)-428-0979

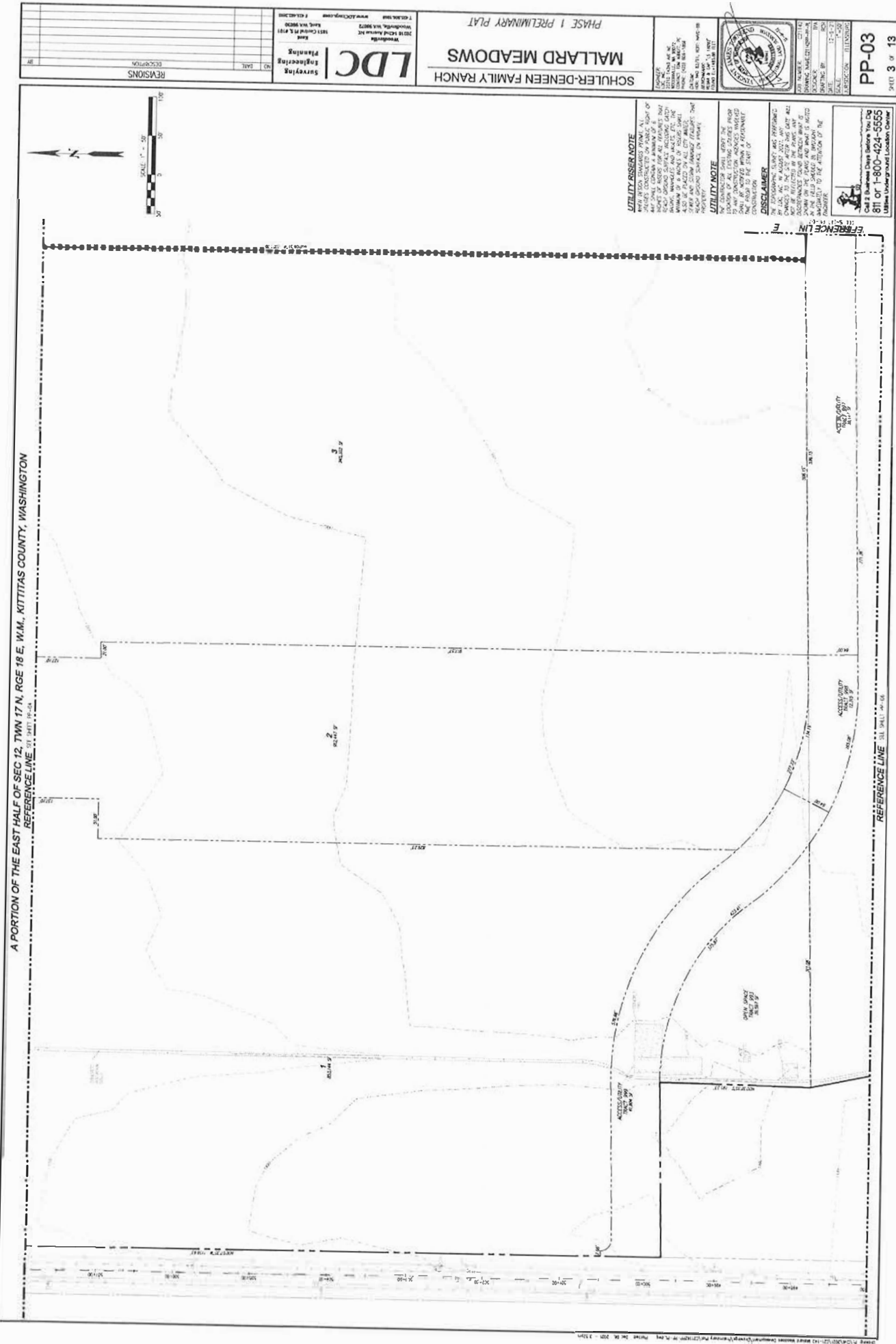
MALLARD MEADOWS
PRELIMINARY PLAT



VICINITY MAP
YEAR 10-2007

CUT	45,000 CY
FILL	45,000 CY
NET	0 CY

811 or 1-800-424- Underground Location



REVISIONS

NO.	DATE	DESCRIPTION

LDC

Surveying

Engineering

Planning

SCHULER-DENEEN FAMILY RANCH

MALLARD MEADOWS

PHASE 1 PRELIMINARY PLAT

UTILITY ASSURANCE NOTE

THE UNDERSIGNED HAS BEEN ADVISED BY THE UTILITY COMPANIES THAT THE LOCATION OF THE UTILITIES SHOWN ON THIS PLAT IS BASED ON THE RECORDS OF THE UTILITY COMPANIES AND IS NOT A GUARANTEE OF THE LOCATION OF THE UTILITIES. THE UNDERSIGNED HAS NO CONTROL OVER THE LOCATION OF THE UTILITIES AND IS NOT RESPONSIBLE FOR ANY DAMAGE TO OR INTERFERENCE WITH THE UTILITIES.

UTILITY NOTE

THE UNDERSIGNED HAS BEEN ADVISED BY THE UTILITY COMPANIES THAT THE LOCATION OF THE UTILITIES SHOWN ON THIS PLAT IS BASED ON THE RECORDS OF THE UTILITY COMPANIES AND IS NOT A GUARANTEE OF THE LOCATION OF THE UTILITIES. THE UNDERSIGNED HAS NO CONTROL OVER THE LOCATION OF THE UTILITIES AND IS NOT RESPONSIBLE FOR ANY DAMAGE TO OR INTERFERENCE WITH THE UTILITIES.

DISCLAIMER

THE UNDERSIGNED HAS BEEN ADVISED BY THE UTILITY COMPANIES THAT THE LOCATION OF THE UTILITIES SHOWN ON THIS PLAT IS BASED ON THE RECORDS OF THE UTILITY COMPANIES AND IS NOT A GUARANTEE OF THE LOCATION OF THE UTILITIES. THE UNDERSIGNED HAS NO CONTROL OVER THE LOCATION OF THE UTILITIES AND IS NOT RESPONSIBLE FOR ANY DAMAGE TO OR INTERFERENCE WITH THE UTILITIES.

PP-03

811 or 1-800-424-5555

Call 2 Business Days Before You Dig

Utility Underground Location Center

REFERENCE LINE



20210 12th Avenue NE Washoulay, WA 98079	Hand 1851 Central Pls, #110 KING, WA 98179
---	--

PHASE 1 PRELIMINARY PLAT

[illegible]

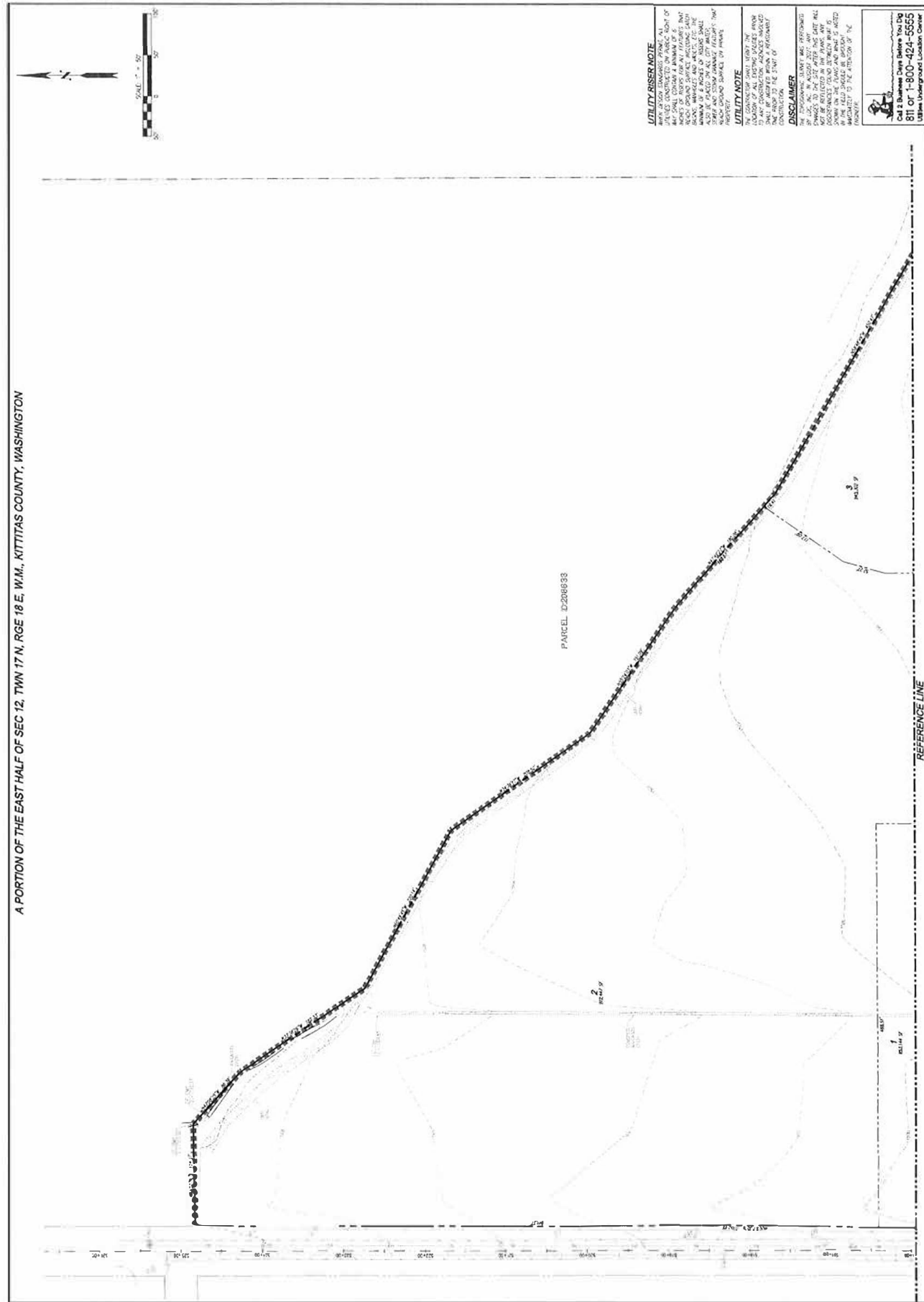
JOB NUMBER:	C21142
DRAWING NAME:	C21142PP-PP-A
DESIGNER:	TPA
DRAFTING BY:	RCR
DATE:	12-6-21
SCALE:	1"=6'

PP-04

PP-04

247 4 13

A PORTION OF THE EAST HALF OF SEC 12, T2N 17 N, R6E 18 E, W.M., KITTITAS COUNTY, WASHINGTON



UTILITY/ASSER NOTE
THE ASSER IS A PRELIMINARY PLAT AND IS NOT TO BE USED FOR CONSTRUCTION. THE ASSER IS A PRELIMINARY PLAT AND IS NOT TO BE USED FOR CONSTRUCTION. THE ASSER IS A PRELIMINARY PLAT AND IS NOT TO BE USED FOR CONSTRUCTION.

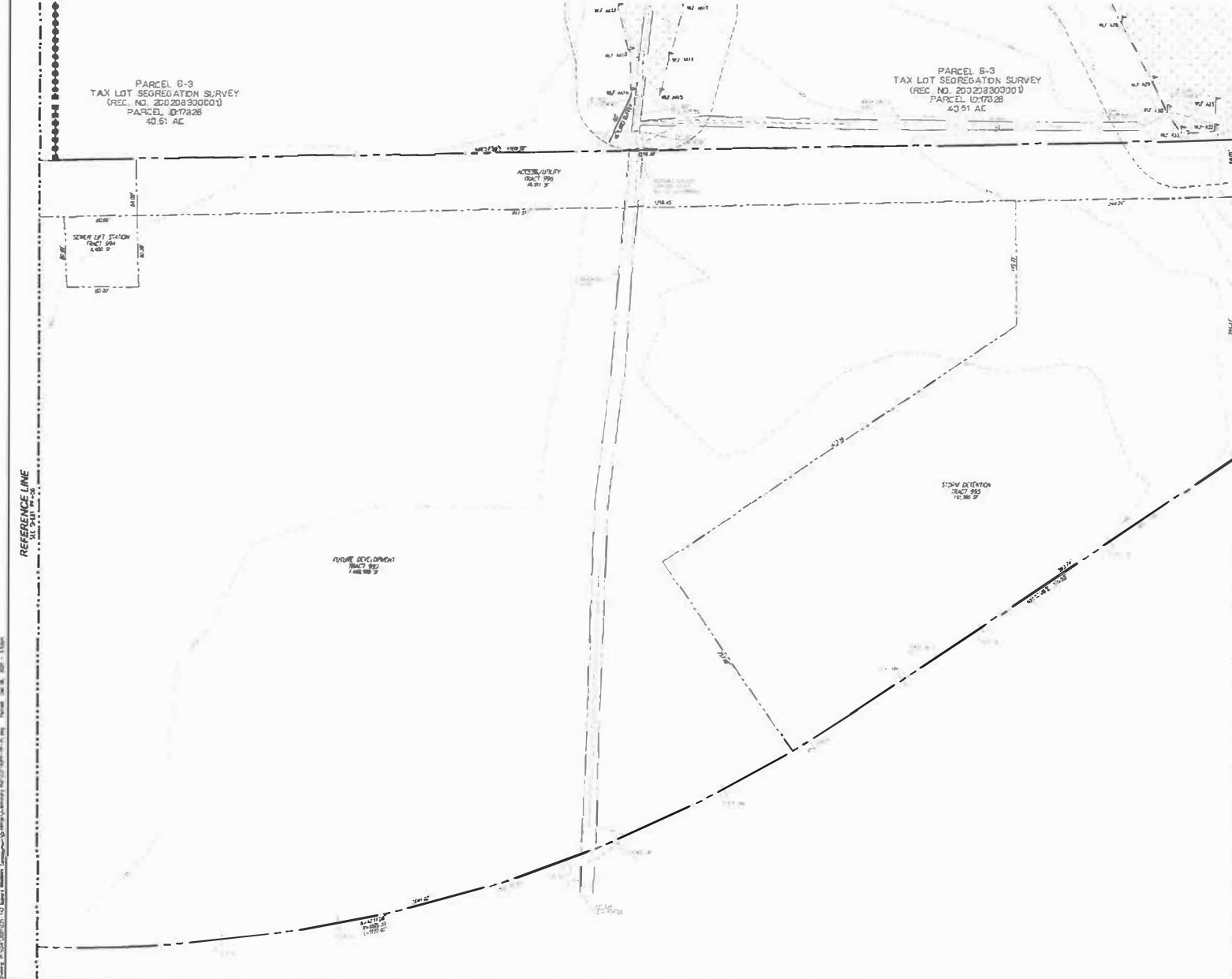
UTILITY NOTE
THE COAST OF THE STATE OF WASHINGTON IS NOT TO BE USED FOR CONSTRUCTION. THE COAST OF THE STATE OF WASHINGTON IS NOT TO BE USED FOR CONSTRUCTION. THE COAST OF THE STATE OF WASHINGTON IS NOT TO BE USED FOR CONSTRUCTION.

DISCLAIMER
THE ASSER IS A PRELIMINARY PLAT AND IS NOT TO BE USED FOR CONSTRUCTION. THE ASSER IS A PRELIMINARY PLAT AND IS NOT TO BE USED FOR CONSTRUCTION. THE ASSER IS A PRELIMINARY PLAT AND IS NOT TO BE USED FOR CONSTRUCTION.

Call 2 Business Days Before You Dig
811 or 1-800-424-5555
Urban Underground Location Center

SCHULER-DENEEN FAMILY RANCH		MALLARD MEADOWS		PHASE 1 PRELIMINARY PLAT	
Schuler-Deneen Family Ranch 10000 N. 17th St. Spokane, WA 99207		Mallard Meadows 10000 N. 17th St. Spokane, WA 99207		LDC Land Development Company 10000 N. 17th St. Spokane, WA 99207	
Surveying		Engineering		Planning	
NO. 1		DATE: 10/1/2011		BY: [Signature]	
REVISIONS		DESCRIPTION		DATE	
1		10/1/2011		[Signature]	

A PORTION OF THE EAST HALF OF SEC 12, TWN 17 N, RGE 18 E, W.M., KITTITAS COUNTY, WASHINGTON



LDC

Surveying
Engineering
Planning

1411 E. 1st St.
Spokane, WA 99202
509.325.1111
www.lcdesign.com

SCHULER-DENEEN FAMILY RANCH

MALLARD MEADOWS

PP-07

PHASE 1 PRELIMINARY PLAT

REVISIONS	DATE	BY	DESCRIPTION
1	10/1/2020	JL	ISSUED FOR PERMIT

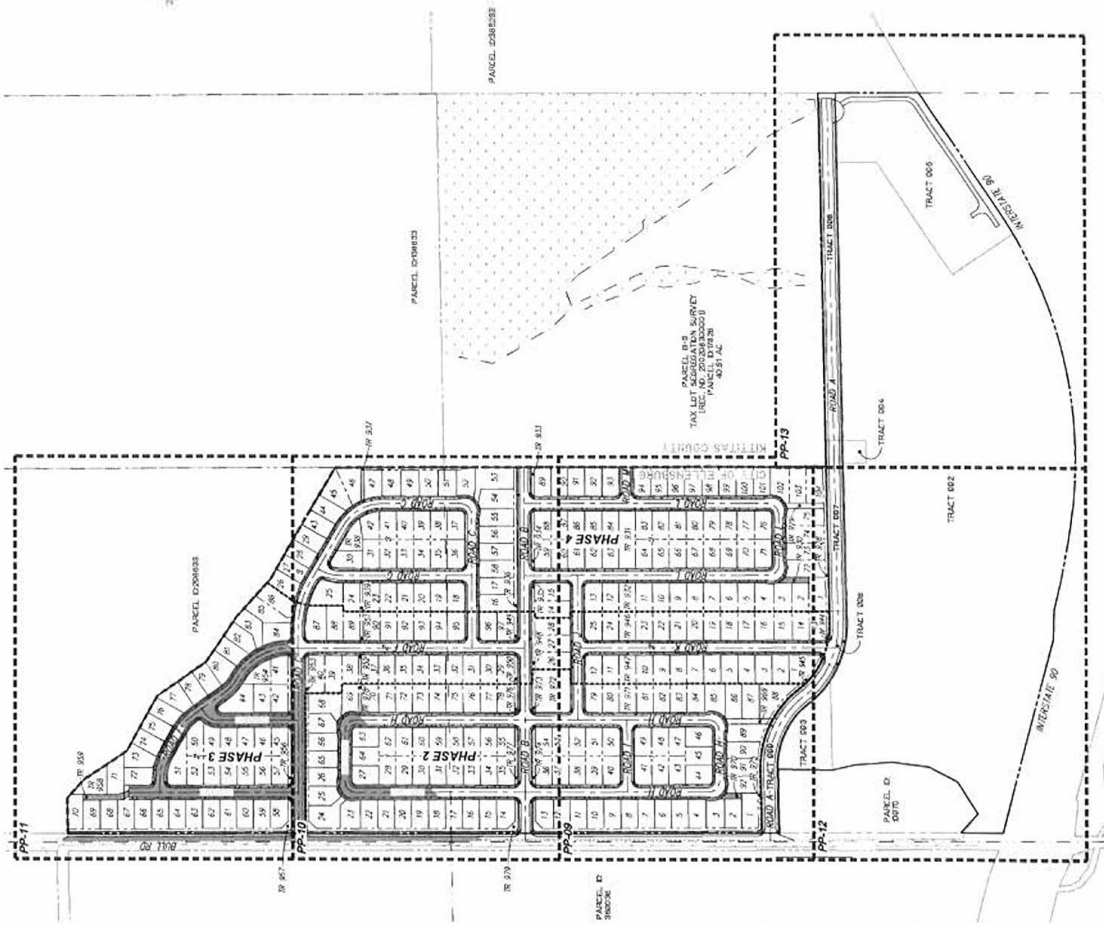
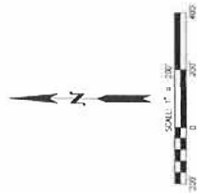
DATE: 10/1/2020

BY: JL

SCALE: 1" = 200'

PROJECTION: UTM

A PORTION OF THE EAST HALF OF SEC 12, T2N 17 N, R6E 18 E, W.M., KITTITAS COUNTY, WASHINGTON



UTILITY ORDER NOTE

ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY CHANGES TO THE PLAN SHALL BE MADE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND UTILITIES ORDERS PRIOR TO CONSTRUCTION.

UTILITY NOTE

THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY CHANGES TO THE PLAN SHALL BE MADE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND UTILITIES ORDERS PRIOR TO CONSTRUCTION.

DISCLAIMER

THE ENGINEERING FIRM HAS PREPARED THIS PLAN FOR THE PURPOSES OF OBTAINING PERMITS AND UTILITIES ORDERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND UTILITIES ORDERS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND UTILITIES ORDERS PRIOR TO CONSTRUCTION.

Call 2 Before You Dig
811 or 1-800-424-5555
Utility Underground Location Center

SCHULER-DENEEN FAMILY RANCH
MALLARD MEADOWS
PHASE 2-4 PRELIMINARY PLAT SHEET INDEX

LDC
Land Development Consulting
1811 Columbia St
Knox, WA 98040
Phone: 360-426-1100
Fax: 360-426-1101
www.lcdc.com

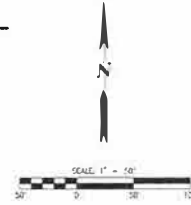
NO.	DATE	DESCRIPTION
1	01/11/2011	PRELIMINARY PLAT SHEET INDEX

PP-08
2/11/11 8 of 13

WASHINGTON STATE
DIVISION OF GEOLOGY & LAND SURVEY
REGISTERED PROFESSIONAL SURVEYOR
NO. 12111
NAME: SCHULER-DENEEN FAMILY RANCH
DATE: 01/11/2011
PROJECT: MALLARD MEADOWS
SHEET: 8 OF 13

A PORTION OF THE EAST HALF OF SEC 12, TWN 17 N, RGE 18 E, W.M., KITTITAS COUNTY, WASHINGTON

REFERENCE LINE SEE SHEET PP-10



LEGEND
 SHOWN FOR
 OWNER FPE
 OWNER FPE
 OWNER FPE

UTILITY RISER NOTE

THESE RISERS SHALL BE PLACED AT THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. RISERS SHALL BE PLACED ON THE 2" X 4" JOIST. RISERS SHALL BE PLACED ON THE 2" X 4" JOIST. RISERS SHALL BE PLACED ON THE 2" X 4" JOIST.

UTILITY NOTE

THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. RISERS SHALL BE PLACED ON THE 2" X 4" JOIST. RISERS SHALL BE PLACED ON THE 2" X 4" JOIST.

DISCLAIMER

THIS PLAT IS A PRELIMINARY PLAT. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

Call 3 Business Days Before You Dig
 811 or 1-800-424-5555
 Use the Underground Location Center

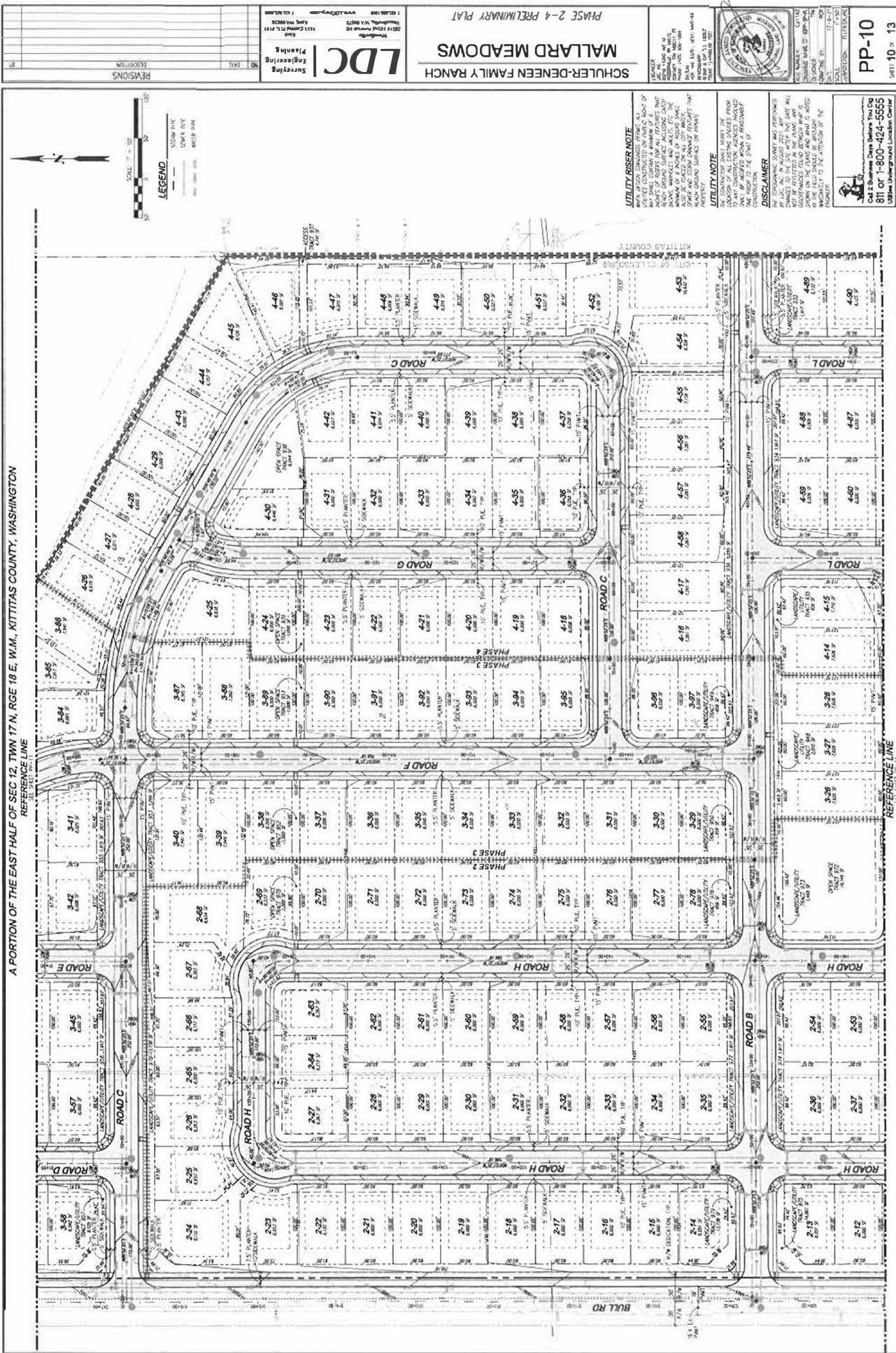
REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

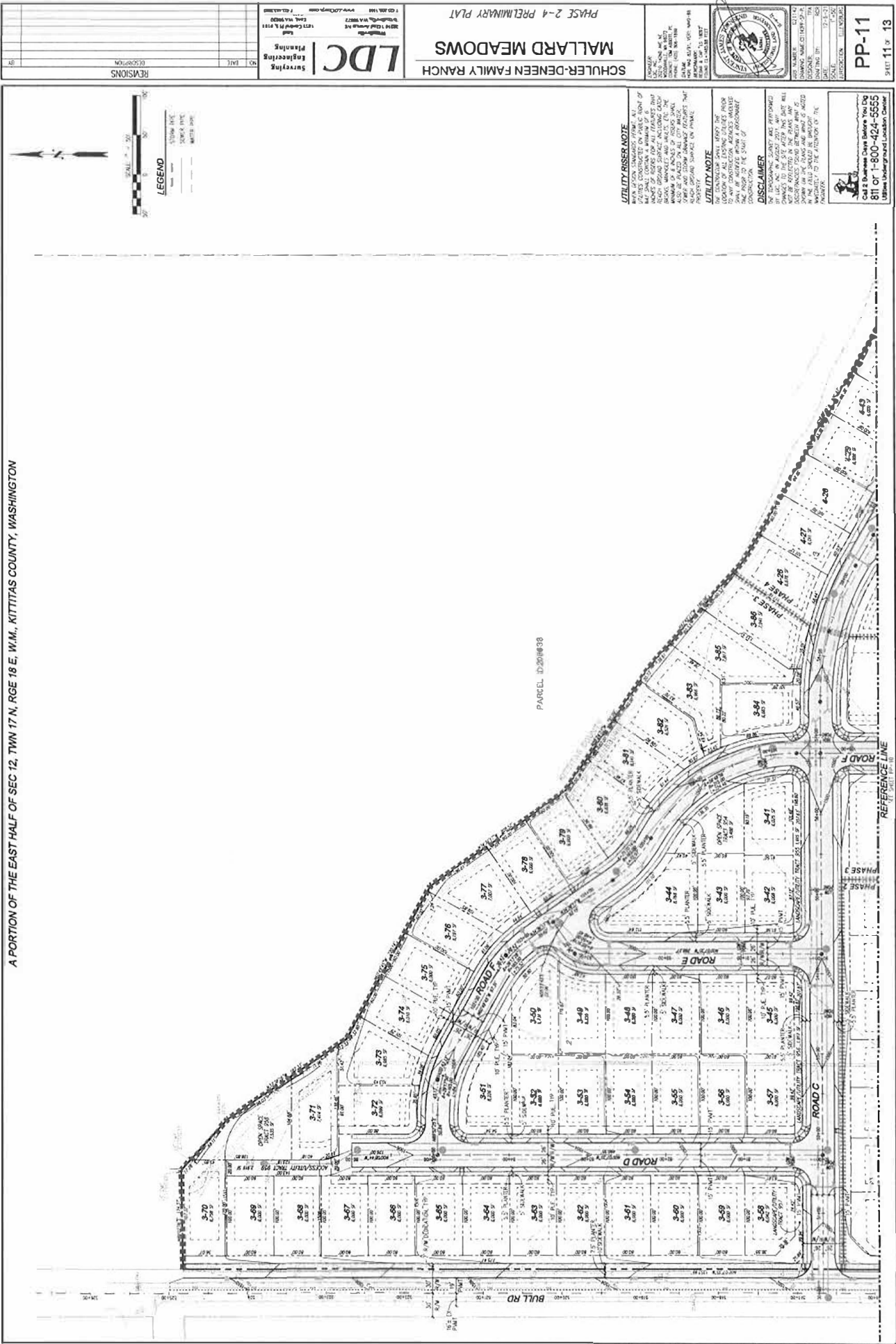
LDC Surveying & Engineering
 1001 E. 1st St.
 Puyallup, WA 98148
 Phone: (206) 835-1100
 Fax: (206) 835-1101
 Email: info@ldcsurvey.com

**SCHULER-DENEEN FAMILY RANCH
 MALLARD MEADOWS
 PHASE 2-4 PRELIMINARY PLAT**

PP-09
 SHEET 9 OF 13



A PORTION OF THE EAST HALF OF SEC 12, T12N 17N, R18E 18E, W.M., KITTITAS COUNTY, WASHINGTON





A PORTION OF THE EAST HALF OF SEC 12, T12N 17N, R02E 18E W.M., KITTITAS COUNTY, WASHINGTON

SCALE: 1" = 50'

LEGEND

SHOW PRELIMINARY

SEWER PIPE

SEWER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

WATER PEE

TRACT 003

TRACT 008

TRACT 007

TRACT 002

TRACT 009

TRACT 010

TRACT 011

TRACT 012

TRACT 013

TRACT 014

TRACT 015

TRACT 016

TRACT 017

TRACT 018

TRACT 019

TRACT 020

TRACT 021

TRACT 022

TRACT 023

TRACT 024

TRACT 025

TRACT 026

TRACT 027

TRACT 028

TRACT 029

TRACT 030

TRACT 031

TRACT 032

TRACT 033

TRACT 034

TRACT 035

TRACT 036

TRACT 037

TRACT 038

TRACT 039

TRACT 040

TRACT 041

TRACT 042

TRACT 043

TRACT 044

TRACT 045

TRACT 046

TRACT 047

TRACT 048

TRACT 049

TRACT 050

TRACT 051

TRACT 052

TRACT 053

TRACT 054

TRACT 055

TRACT 056

TRACT 057

TRACT 058

TRACT 059

TRACT 060

TRACT 061

TRACT 062

TRACT 063

TRACT 064

TRACT 065

TRACT 066

TRACT 067

TRACT 068

TRACT 069

TRACT 070

TRACT 071

TRACT 072

TRACT 073

TRACT 074

TRACT 075

TRACT 076

TRACT 077

TRACT 078

TRACT 079

TRACT 080

TRACT 081

TRACT 082

TRACT 083

TRACT 084

TRACT 085

TRACT 086

TRACT 087

TRACT 088

TRACT 089

TRACT 090

TRACT 091

TRACT 092

TRACT 093

TRACT 094

TRACT 095

TRACT 096

TRACT 097

TRACT 098

TRACT 099

TRACT 100

TRACT 101

TRACT 102

TRACT 103

TRACT 104

TRACT 105

TRACT 106

TRACT 107

TRACT 108

TRACT 109

TRACT 110

TRACT 111

TRACT 112

TRACT 113

TRACT 114

TRACT 115

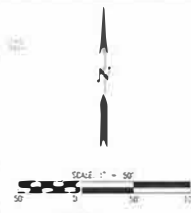
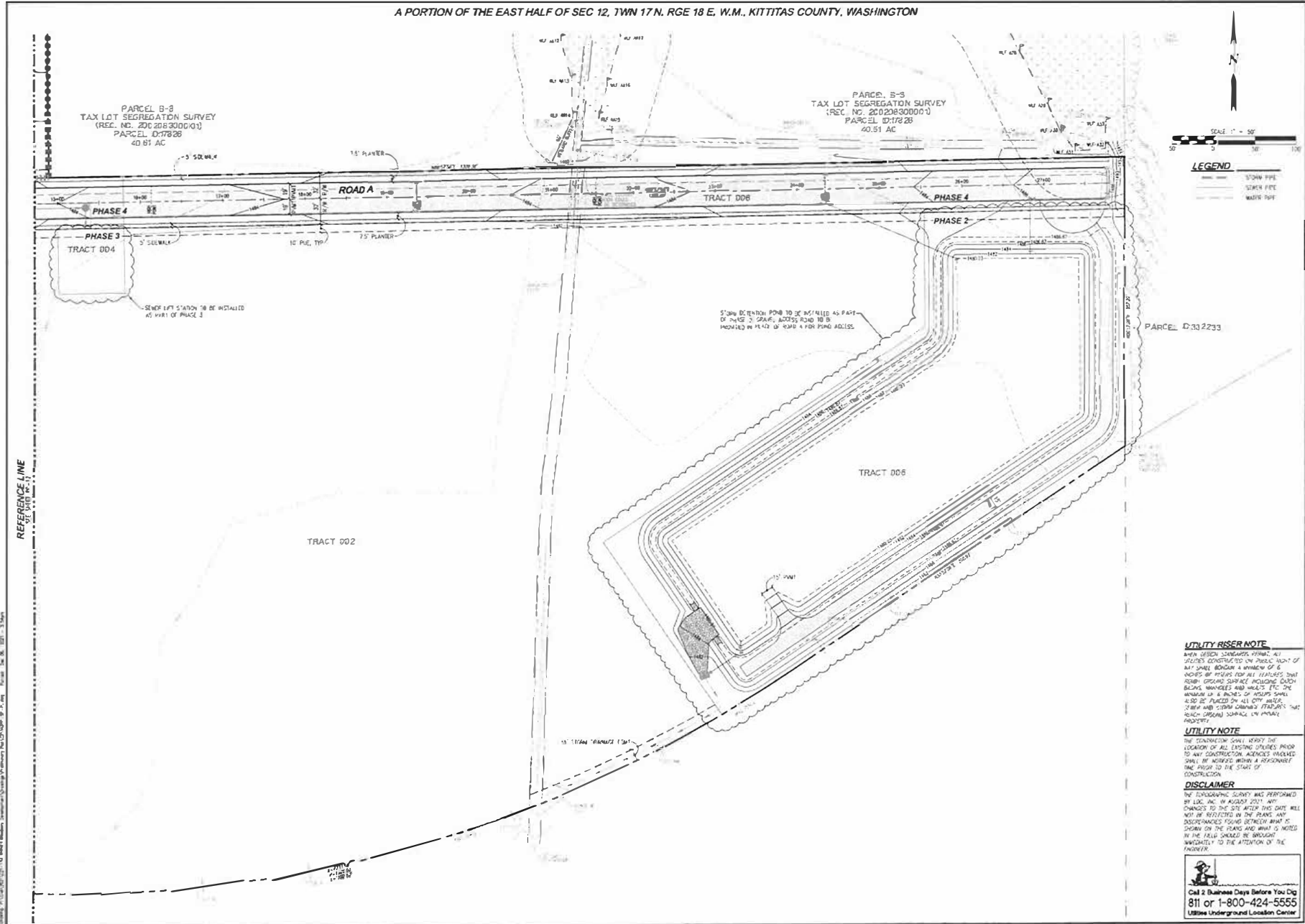
TRACT 116

TRACT 117

TRACT 118

TRACT 119</

A PORTION OF THE EAST HALF OF SEC 12, T17N, R18E, W.M., KITTITAS COUNTY, WASHINGTON



LEGEND

15\"/>

UTILITY RISER NOTE
 WHEN DESIGN CHANGES REQUIRE, ALL UTILITIES CONSTRUCTED ON PUBLIC RIGHT-OF-WAY SHALL BE LOCATED A MINIMUM OF 6 INCHES AWAY FROM ALL FEATURES THAT RAISE GRADE SURFACE INCLUDING DITCH, BERM, MANHOLE AND WALKS ETC. THE MINIMUM 6 INCHES OF PROTECT SHALL ALSO BE PLACED ON ALL CITY WELLS, STREET AND CURB DRAINAGE STRUCTURES THAT RAISE GRADE SURFACE IN PUBLIC RIGHT-OF-WAY.

UTILITY NOTE
 THE CONSTRUCTION SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. ANY CHANGES TO THE SITE AFTER THIS DATE WILL NOT BE REFLECTED IN THE PLANS. ANY DISCREPANCIES FOUND BETWEEN WHAT IS SHOWN ON THE PLANS AND WHAT IS NOTED BY THE FIELD SURVEYOR BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.

DISCLAIMER
 THE ENGINEERING SURVEY WAS PERFORMED BY LDC, INC. IN AUGUST 2011. ANY CHANGES TO THE SITE AFTER THIS DATE WILL NOT BE REFLECTED IN THE PLANS. ANY DISCREPANCIES FOUND BETWEEN WHAT IS SHOWN ON THE PLANS AND WHAT IS NOTED BY THE FIELD SURVEYOR BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.

Call 2 Business Days Before You Dig
 811 or 1-800-424-5555
 Utilities Underground Location Center

REVISIONS <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>08/20/2011</td> <td>ISSUED FOR PERMIT</td> </tr> </table>		NO.	DATE	DESCRIPTION	1	08/20/2011	ISSUED FOR PERMIT								
NO.	DATE	DESCRIPTION													
1	08/20/2011	ISSUED FOR PERMIT													
LDC Surveying Engineering Planning 1811 Commercial Ave. P.O. Box 1000 Ellensburg, WA 98926 Phone: 509.928.1111 Fax: 509.928.1112 Email: info@ldcwa.com Website: www.ldcwa.com															
SCHULER-DENEEN FAMILY RANCH MALLARD MEADOWS PHASE 2-4 PRELIMINARY PLAT															
<table border="1"> <tr> <td>PROJECT NO.</td> <td>121142</td> </tr> <tr> <td>OWNER NAME</td> <td>CEHARR-SP-A</td> </tr> <tr> <td>DESIGNER</td> <td>SP-A</td> </tr> <tr> <td>DRAWING BY</td> <td>SP-A</td> </tr> <tr> <td>DATE</td> <td>12-1-11</td> </tr> <tr> <td>SCALE</td> <td>1"=50'</td> </tr> <tr> <td>APPROVED</td> <td>01/09/2012</td> </tr> </table>		PROJECT NO.	121142	OWNER NAME	CEHARR-SP-A	DESIGNER	SP-A	DRAWING BY	SP-A	DATE	12-1-11	SCALE	1"=50'	APPROVED	01/09/2012
PROJECT NO.	121142														
OWNER NAME	CEHARR-SP-A														
DESIGNER	SP-A														
DRAWING BY	SP-A														
DATE	12-1-11														
SCALE	1"=50'														
APPROVED	01/09/2012														
PP-13 SHEET 13 OF 13															

December 6~~1~~, 2021

City of Ellensburg
Community Development
501 N Anderson
Ellensburg, WA 98926

P21- 125
RECEIVED
12/06/2021
COMMUNITY
DEVELOPMENT

**RE: Mallard Meadows
Phasing Plan**

The purpose of this narrative is to provide the City of Ellensburg a phasing plan for the proposed Mallard Meadows Plat. The project will be completed in four phases which will ensure that it's efficiently constructed. Below is a description of the proposed phases and answers to how the proposal is consistent with EMC 15.260.080. Also attached is the proposed phasing plan.

Proposed Phasing

Phase I

Phase I will include subdividing the project site into three large lots and 8 tracts. The purpose of this phase is to prepare the site for Phases II - IV and a potential light industrial project in Tract 992. Also, this phase will allow the property owner to sell the new lots and tracts to developers so they can develop the purchased lot(s) and tract(s) by phase rather than having to sell all the phases at one time.

Phase II

Phase II will include subdividing the Lot 1 of Phase I into 92 lots and the construction of frontage improvements along Bull Rd, new internal roads and water and sewer main extensions that will serve the new lots. This phase will also include the construction of the road within Tract 999 and stormwater facility within Tract 995 if the tracts have not already been constructed by a light industrial project in Tract 992

Phase III

Phase III will subdivide Lot 2 of Phase I into 86 lots and included the construction of road and water and sewer main extensions that will serve new lots. The road within tract 998 and sewer lift station in tract 994 will also be constructed during this phase, if they have not been already constructed.

Phase IV

Phase IV will subdivide Lot 3 of Phase I into 104 lots and included the construction of road extensions and water and sewer main extensions that will serve the new lots. This phase will also include construction of the remainder of the roads located tracts 997-999 if they have not already been constructed. In addition, the open space in tract 993 will be developed with this phase.

Code Analysis EMC 15.260.080

- A. The phasing plan includes all land contained within the approved preliminary subdivision, including areas where off-site improvements are being made;

All land within the project site is included in the phasing plan and once the preliminary plat is approved, any required off-site improvements will be added to the plan. See the attached phasing plan for the phasing plan's boundaries.

- B. The sequence and timing of development is identified on a phasing map;

HQ: 20210 142nd Avenue NE, Woodinville, WA 98072 • Kent: 1851 Central Place South, Suite 101, Kent, WA 98030

Each phase will be done in the order that they are numbered as on the phasing plan. Housing market forces and housing demand will determine when each phase is constructed.

- C. Each phase shall consist of a contiguous group of lots that meets all pertinent development standards on its own. The phase cannot rely on future phases for meeting any city codes;

Each phase includes a contiguous group of lots and none of the phases rely on later phases to comply with city codes and standards. See the above description of each phase and phasing plan for more information.

- D. Each phase provides adequate circulation and utilities;

Each of the proposed phases will have adequate circulation and utilities. Construction of roads and utilities will start in Phase II and then Phases III and IV will construct road and utility extensions from the prior phase to ensure there is adequate circulation and utilities for each of the phases.

- E. Specific public improvements that are necessary for the entire development may be required to be completed with the first phase, regardless of phase design or completion schedule of future phases, such as but not limited to stormwater facilities which may be designed to be located in a subsequent phase but that are necessary to be developed in the first phase in order to ensure the facility essential to all of the subdivision is developed even if subsequent phases are never completed; and

This proposed phasing plan requests that the construction of all public improvements, such as frontage improvements along Bull Road, stormwater, and water and sewer main extensions take place starting in Phase II of the project. The purpose of Phase I is to divide the project site into three large lots and there will be no construction activities during this phase. This is due to the fact that no "impacts" are apart of Phase 1. On the Phase 1 final plat map the applicant is accepting of a note stating that:

"No building permits for residential structures shall be issued for lots 1 through 3 of Phase 1 until a final plat is recorded on that lot implementing the proposed phase."

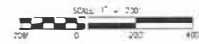
- F. Any approved phase of a preliminary subdivision that has not been completed and recorded as final by the city prior to the lapse of the preliminary subdivision approval as set forth in ECC 15.260.060(A)(2) will be deemed to have lapsed with that preliminary subdivision. [Ord. 4656 § 1 (Exh. O2), 2013.]

The preliminary plat for this project is currently being reviewed by the City.

We appreciate your review of this phasing plan and please reach out if you have any questions.

Sincerely,
LDC, Inc.

Mark Villwock, PE
Vice President



Phase 1
Phase 2
Phase 3
Phase 4



Call 2 Business Days Before You Dig
811 or 1-800-424-5555
Illinois Underground Location Center

JOB
DRAW
DESIG
DRAW
DATE
SCALE
ASMS

PP-08
SEP 8 3 13

CHICAGO TITLE INSURANCE COMPANY

Policy No. 72156-47608016

GUARANTEE

CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, guarantees the Assured against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

PLEASE NOTE CAREFULLY THE LIABILITY EXCLUSIONS AND LIMITATIONS AND THE SPECIFIC ASSURANCES AFFORDED BY THIS GUARANTEE. IF YOU WISH ADDITIONAL LIABILITY, OR ASSURANCES OTHER THAN AS CONTAINED HEREIN, PLEASE CONTACT THE COMPANY FOR FURTHER INFORMATION AS TO THE AVAILABILITY AND COST.

Dated: April 26, 2021

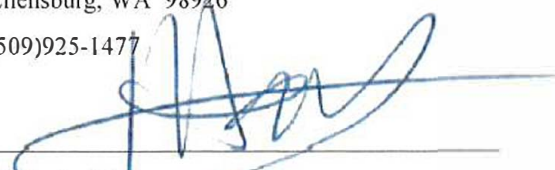
Issued by:

AmeriTitle, LLC

101 W Fifth Ave.

Ellensburg, WA 98926

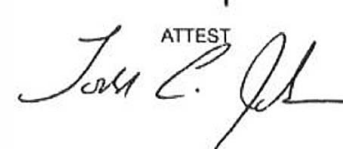
(509)925-1477


Authorized Signer



CHICAGO TITLE INSURANCE COMPANY

By: 
President

ATTEST 
Secretary

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.

Subdivision Guarantee Policy Number: 72156-47608016

SUBDIVISION GUARANTEE

Order No.: 462431AM

Guarantee No.: 72156-47608016

Dated: April 26, 2021

Liability: \$1,000.00

Fee: \$500.00

Tax: \$41.50

Your Reference: Bull Rd., Ellensburg, WA 98926

Assured: Pat Deneen and Chad Bala

The assurances referred to on the face page are:

That, according to those public records with, under the recording laws, impart constructive notice of matters relative to the following described real property:

TRACT 1:

Parcels B-2 and B-3, of that certain Survey as recorded August 30, 2002, in Book 28 of Surveys, page 9, under Auditor's File No. 200208300001, records of Kittitas County, Washington; being a portion of the East Half of Section 12, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

TRACT 2:

Parcel B-4 of that certain Survey as recorded August 30, 2002, in Book 28 of Surveys, page 9, under Auditor's File No. 200208300001, records of Kittitas County, Washington; being a portion of the East Half of Section 12, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

Title to said real property is vested in:

Schuler Deneen Family Ranch LLC, a Washington Limited Liability Company as to Tract 1, and Teanaway Ridge LLC, a Washington Limited Liability Company, as to Tract 2

END OF SCHEDULE A

Subdivision Guarantee Policy Number: 72156-47608016

(SCHEDULE B)

Order No: 462431AM
Policy No: 72156-47608016

Subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records
5. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
6. General Taxes and Assessments – total due may include fire patrol assessment, weed levy assessment and/or irrigation assessment, if any. Taxes noted below do not include any interest or penalties which may be due after delinquency.

Note: Tax year runs January through December with the first half becoming delinquent May 1st and second half delinquent November 1st if not paid. For most current tax information or tax printouts visit: <http://taxsifter.co.kittitas.wa.us> or call their office at (509) 962-7535.

Tax Year: 2021
Tax Type: County
Total Annual Tax: \$707.24
Tax ID #: 17825
Taxing Entity: Kittitas County Treasurer
First Installment: \$353.62
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2021
Second Installment: \$353.62
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2021

Subdivision Guarantee Policy Number: 72156-47608016

7. Tax Year: 2021
Tax Type: County
Total Annual Tax: \$578.76
Tax ID #: 17826
Taxing Entity: Kittitas County Treasurer
First Installment: \$289.38
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2021
Second Installment: \$289.38
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2021
8. Tax Year: 2021
Tax Type: County
Total Annual Tax: \$602.05
Tax ID #: 17827
Taxing Entity: Kittitas County Treasurer
First Installment: \$301.03
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2021
Second Installment: \$301.02
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2021
9. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to the county Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.
- Note: If it is the intent of the buyer/transferee in this transaction to request a continuance of this classification, please contact the Kittitas County Assessor's Office at (509) 962-7501 for their requirements.
10. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267, no search having been made therefore.
- To obtain assessment information, please contact the Kittitas Reclamation District: 509-925-6158.
11. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: March 7, 1996 and August 30, 2002
Book 21 of Surveys, Page 230 and Book 28 of Surveys, Page 9
Instrument No.: 199603070018 and 200208300001
Matters shown:
a) Concrete ditch right-of-way on the North boundary of Parcel B-2;
b) Ditch along the Southwesterly boundary of Parcels B-2 and B-3
12. Relinquishment of all existing, future or potential easements for access, light, view and air, and all rights of ingress, egress to, from and between said premises and the highway or highways to be constructed, under terms of deed
To : The State of Washington
Recorded : September 26, 1967
Auditor's File No. : 341892
Affects: Tract 2
13. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: State of Washington
- Subdivision Guarantee Policy Number: 72156-47608016

Purpose: Access road (for transfer)
Recorded: September 26, 1967
Instrument No.: 341893
Affects: A portion of Tract 2 and other land

END OF EXCEPTIONS

Notes:

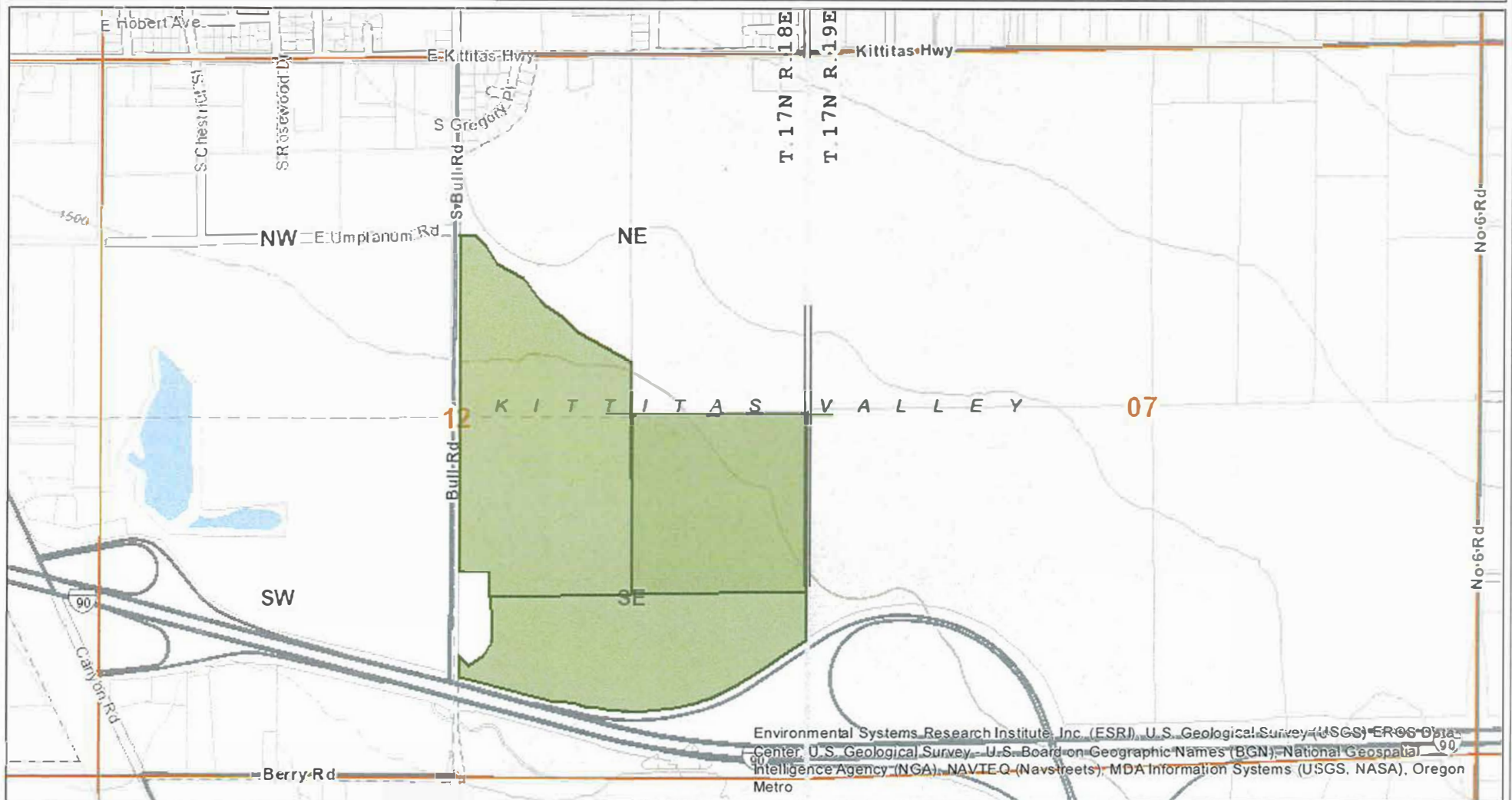
Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

All documents recorded in Washington State must include an abbreviated legal description and tax parcel number on the first page of the document. The abbreviated description for this property is: Parcels B-2, B-3 and B-4, Book 28 of Surveys, page 9, ptn of the E Half of Section 12, Township 17 N, Range 18 E, W.M.

NOTE: In the event any contracts, liens, mortgages, judgments, etc. which may be set forth herein are not paid off and released in full, prior to or immediately following the recording of the forthcoming plat (short plat), this Company will require any parties holding the beneficial interest in any such matters to join in on the platting and dedication provisions of the said plat (short plat) to guarantee the insurability of any lots or parcels created thereon. We are unwilling to assume the risk involved created by the possibility that any matters dedicated to the public, or the plat (short plat) in its entirety, could be rendered void by a foreclosure action of any such underlying matter if said beneficial party has not joined in on the plat (short plat).

END OF GUARANTEE

NKA Bull Rd

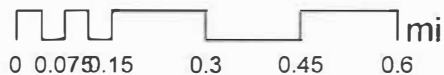


Date: 4/28/2021

1 inch = 1,557 feet
Relative Scale 1:18,686

Disclaimer:

Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.



CULTURAL RESOURCES REPORT COVER SHEET

Author: Christopher Landreau, Mallory Triplett, Josh Allen

Title of Report: A Cultural Resources Review and Inventory of the Mallard Meadows - Bull Ranch Project, Kittitas County, Washington

Date of Report: December 6, 2021

County: Kittitas

Sections: 12 Township: 17N Range: 18E

Quad: Ellensburg South, Washington USGS 7.5' Acres: 145

PDF of report submitted (REQUIRED) ☒ Yes

Historic Property Inventory Forms to be Approved Online? ☒ Yes ☐ No

Archaeological Site(s)/Isolate(s) Found or Amended? ☒ No ☐ Yes

TCP(s) found? ☐ Yes ☒ No

Replace a draft? ☐ Yes ☒ No

Satisfy a DAHP Archaeological Excavation Permit requirement? ☐ Yes # ☒ No

Were Human Remains Found? ☐ Yes DAHP Case # ☒ No

DAHP Project Number: _____

DAHP Archaeological Site #: _____

A Cultural Resources Review and Inventory of the Mallard Meadows - Bull Ranch Project, Kittitas County, Washington

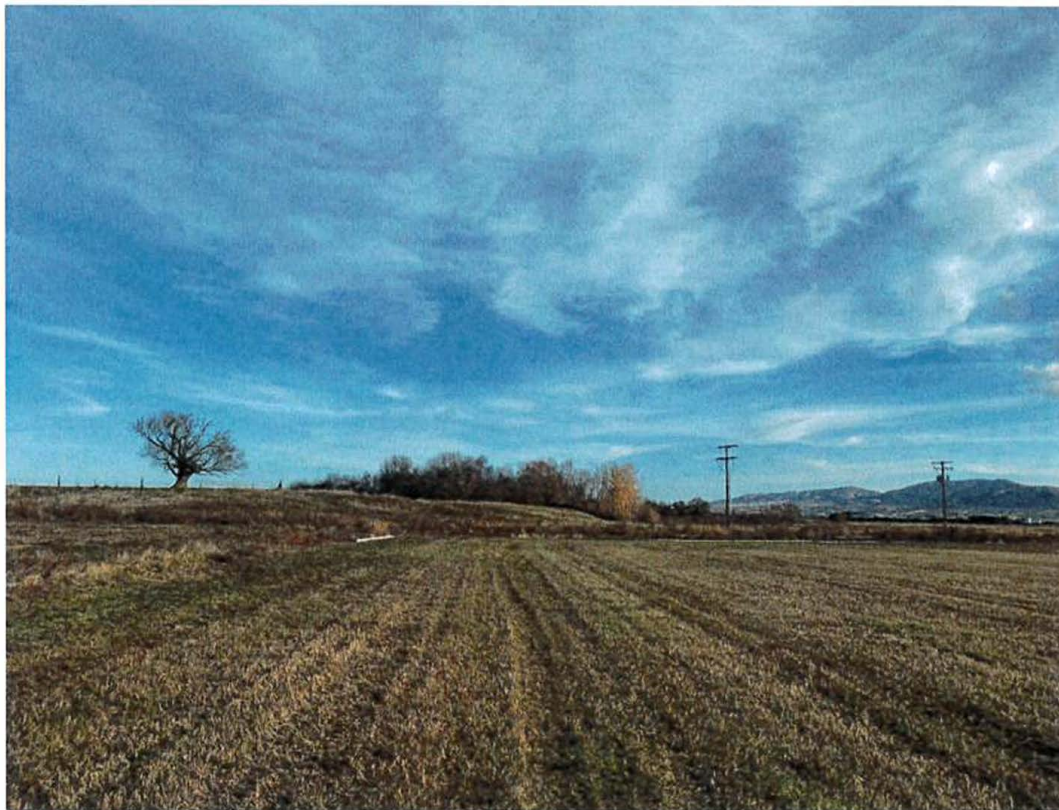
December 6, 2021

RLR Report 2021-585-58

By Christopher Landreau, M.S., Mallory Triplett, M.S., and Josh Allen, M.S.



*PO Box 2215, Yakima, WA 98902
PH (509) 952-5130 Fax (509) 498-9818 E-Mail: chris@rlrcultural.com*



Consultation Provided to:
Schuler Deneen Family Ranch LLC and Teanaway Ridge LLC

EXECUTIVE SUMMARY

RLR Cultural Resources, LLC (RLR) conducted an intensive cultural resources survey and inventory for the proposed Mallard Meadows Development Project in Ellensburg, WA (Figure 1-Figure 3). The project is being conducted on behalf of Schuler Deneen Family Ranch and Teanaway Ridge LLC in preparation for State and County permitting requirements.

Mallard Meadows is a proposed three parcel, phased project. Two parcels are located along the City of Ellensburg's southeastern boundary line. Of those two parcels, one parcel is a proposed 293-lot residential project, to be developed in three phases. The other parcel is zoned Light Industrial where industrial uses will occur. On the proposed 293 lots there will be detached single-family homes constructed. To service the proposed homes roads, water and sewer main extensions, stormwater facilities and dry utilities will be constructed. The southern parcel will also include a stormwater tract for the project and the aforementioned future light industrial development. The third parcel is located within the City of Ellensburg's Urban Growth Area (UGA), in unincorporated Kittitas County. This parcel is planned as a phase 4 plat of the larger residential project.

The project site has been used for farming for the past several decades, with some irrigated acreage within the Area of Potential Effect (APE). The project APE is the entire parcel which is concept design. Work will be done with a trenching backhoe. Construction access will be via existing farm roads and county roads.

Preliminary research conducted through the Washington Information System for Architectural and Archaeological Resources Database (WISAARD) revealed two register sites, within a 1-mile radius of the project area. There are 22 cultural resources research reports were located within the same zone. Twelve archaeological sites are also within a one-mile radius of the APE.

RLR conducted a detailed surface and subsurface investigation within the APE. The area has moderate potential for pre-contact cultural discovery as well as an agricultural land use history.

During the course of intensive survey, RLR located no historic properties and no archaeological sites. The Bull Canal is not within the APE. RLR recommends this project proceed as planned. A survey of this nature is not exhaustive, as standard methods may not reveal buried horizons. There always exists potential for an inadvertent discovery of archaeological materials or human remains within undiscovered strata.

Legal Information

USGS: Ellensburg South, WA SW 7.5' Quad
State Plane: Section 12 T17N, R18E

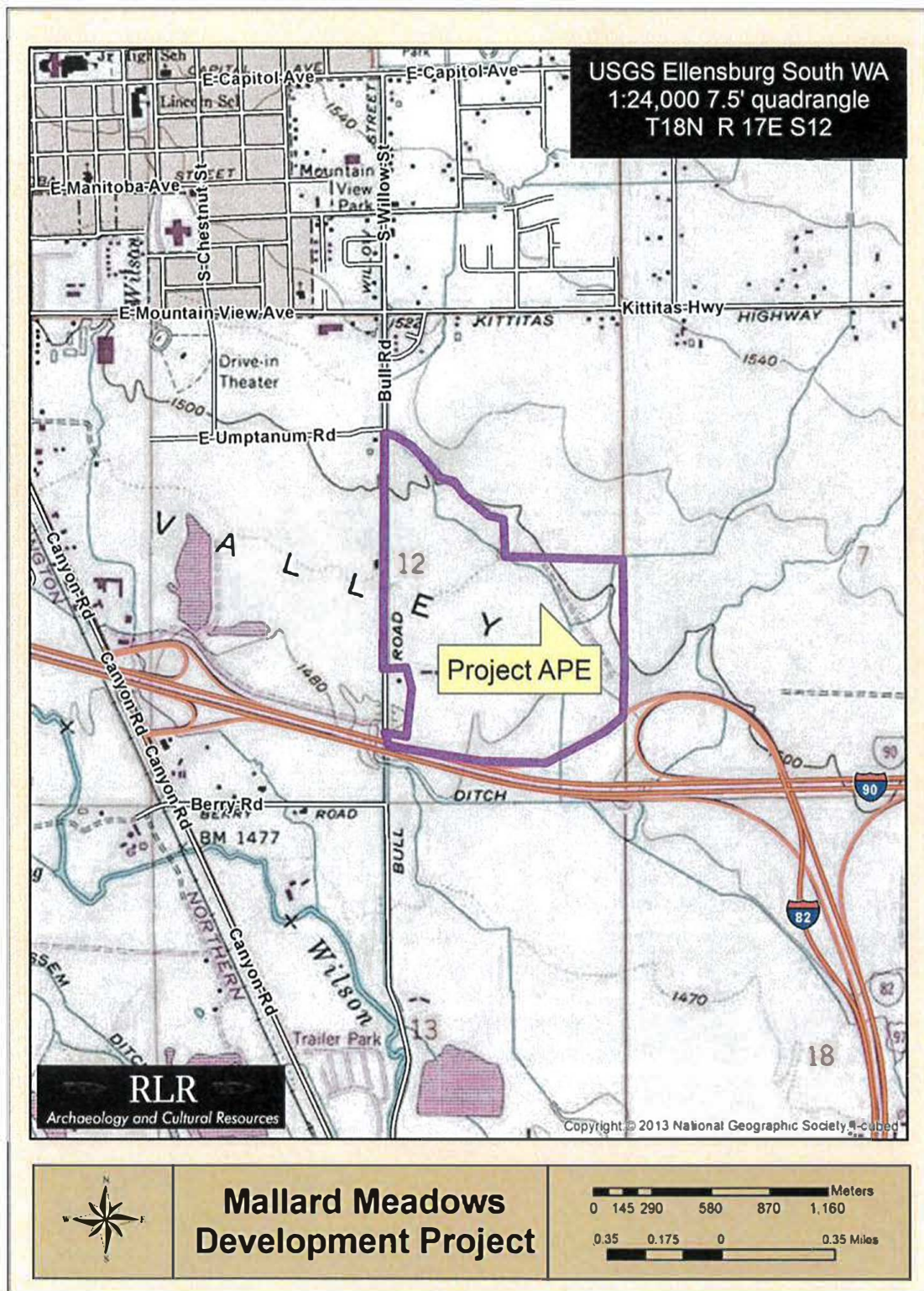


Figure 1. Project Topography



Figure 2. Project Orthography

TABLE OF CONTENTS

EXECUTIVE SUMMARY	II
PROJECT DESCRIPTION	1
ENVIRONMENTAL SETTING	3
CULTURAL SETTING	7
RECORDS SEARCH	12
RESEARCH DESIGN	17
SURVEY RESULTS	19
RECOMMENDATIONS.....	31
INADVERTENT DISCOVERY PROCEDURE.....	32
REFERENCES CITED	35

List of Figures

Figure 1. Project Topography	iii
Figure 2. Project Orthography	iv
Figure 3. Proposed Project Area	2
Figure 4. Project Soil Map	5
Figure 5. Project Soils Map Legend	6
Figure 6. Kittitas Tribe on Taneum Creek near Ellensburg. 1900-1909.	10
Figure 7. Levi Farnsworth cadastral map for T 18N, R17 E, dated June 10, 1871	16
Figure 8. APE Overview; View: SE	19
Figure 9. Project Transects	20
Figure 10. APE Overview (Wetland); View: Northeast.	21
Figure 11. White Ceramic; Detail.	21
Figure 12 STP 26 Detail.	22
Figure 13. STP Map.....	23
Figure 14. STP 19 Overview: West.	24
Figure 15. STP 72 Detail.	24
Figure 16. STP 48 detail within the standing water.....	25

List of Tables

Table 1. Archaeological Surveys within a One-Mile Radius of the Project Area	13
Table 2. Archaeological Sites within a One-Mile-Radius of the Project Area	15
Table 3. STP Summary	25
Table 4. Inadvertent Discovery Plan Contact Information	34

PROJECT DESCRIPTION

1. **Project Activities:** The following Project Description is from the project proponent:

Mallard Meadows is a proposed 293-lot, three phase project that will be located along the City of Ellensburg's southeastern boundary line. On the proposed lots there will be detached single-family homes constructed. To service the proposed homes roads, water and sewer main extensions, stormwater facilities and dry utilities will be constructed. The southern portion of the site will also include a stormwater tract for the project and a future light industrial development. A future development tract to the east of Phases 1-3 will provide a future Phase of development on a parcel that is located within Kittitas County and outside of City limits (Mallard Meadows Preliminary Subdivision Narrative 2021).

2. **Area of Potential Effect (APE):** The project Area of Potential Effect (APE) is the entire parcel which is concept design. Project engineering is at the concept stage.
3. **Project proponent:** Schuler Deneen Family Ranch and Teanaway Ridge, LLC
4. **Regulatory:** This project falls under the jurisdiction of the City of Ellensburg large Plat requirements, and State SEPA regulations.
5. **Survey personnel:** Andrew Fleming, M.A., Benjamin Hodges, B.S., and Raelynn Crow
6. **Circumstances which led to this survey:** This project was a standard regulatory compliance project.

ENVIRONMENTAL SETTING

Kittitas County is located near the geographic center of Washington State. The county covers 2,315 mi² (5,996 km²) of varied terrain and climates. Beginning in the North Central Cascade Mountain range, the land slopes generally to the east and south towards the Columbia River. The Yakima River winds its way through Kittitas and Yakima counties before entering the Columbia River.

The Cascade Mountain range is north-south trending and generally measures 30 to 65 mi (50 to 100km) wide and 4,900 to 8,200 ft. (1,500 to 2,500m) high. The Cascade Mountain range effectively blocks moist maritime air traveling east. An orographic effect takes place wherein heavy rainfall occurs on the western slopes and a rain shadow effect occurs on the eastern slopes of the range. High peaks in the Cascade Mountain range can accumulate 8 to 10 ft. (250 to 330cm) of precipitation annually whereas areas east of the range may accumulate only 9 to 16 in. (25 to 40cm) of precipitation annually. Because most of this precipitation falls in the form of snow, runoff from snow melt is important to the hydrological cycle of the arid lands east of the Cascade Mountain range (Chatters 1998). The average annual precipitation at the subject property is between 6 and 10 inches (15 to 25cm) and the mean annual air temperature is between 46- and 50-degrees F (7 to 10 degrees C).

Kittitas Valley is a structural basin near the northwest margin of the Columbia Plateau in the eastern foothills of the Cascade Mountains (Alt and Hyndman 1995; Smith 1988; Whitley 1950). Kittitas Valley is a broad oval down-fold in the basalts, surrounded by uplifted ridges, some 25-mi-long (40km) and 16-mi-wide (26km). McKee (1971) outlines tectonic events beginning 40 million years ago (Mya) involving a massive crustal plate—the Farallon plate—which subducted under the North American plate causing pressure to build up and deformation of the crust. Excessive pressure led to faulting and eventually flood-like eruptions of olivine-rich basalt. Subduction of the Farallon plate under the North American plate continued from 19 to 4 Mya, but at a slower rate.

The Columbia River Basalt Group (CRBG) is the result of over 350 low-silica, basaltic flood events that took place over the course of 11.1 million years or from about 16.7 to 5.5 million years ago (Mya) (Reidel et al. 2013). The flood started on the western border of Idaho/eastern border of Washington and eventually covered approximately 210,000 km³ of Idaho, Oregon, Washington, and Nevada. There were five main flooding phases that occurred throughout this time: Steens, Imnaha, Grande Ronde, Wanapum, and Saddle Mountains (Reidel et al. 2013). The largest of these phases, the Grand Ronde, took place from 16 to 15.6 Mya and comprises approximately 72% of all the basalt within the CRBG with some flood volumes reaching over 1,000 km³ (Reidel et al. 2013).

Geomorphologically speaking, the project exists atop Aeolian loess deposits atop alluvium coming off the Nanum fan, which is atop a massive gravel and cobble deposit known as the Thorp Gravels, and Ellensburg formation clasts found in relict outcrops of pediment at the base

of Manastash Ridge. Otherwise, CRBG members blanketed by loess comprise the surficial geology which through folding and subsequent erosion and weathering provides the topography seen today, which is relatively flat. Entering Kittitas Valley from the northwest, the Yakima River runs southeasterly across the valley floor where it is joined by several tributary streams such as Naneum, Coleman, Cooke, Caribou, Parke, and Cherry creeks, and the major tributary river, Teanaway River, before it enters a deep basalt bedrock canyon.

Grazing, overland irrigation practices associated with agriculture, railroad and highway construction, and levees have altered the floodplain, the river channel, and its tributary streams (Snyder et al. 2003). Eleven extensively human-modified creeks, tributaries of the Yakima River, cross the valley primarily from the north and northeast in courses reflecting the slope of the valley floor. As recently as 130 years ago, streams meandered freely across the sloping Kittitas Valley floor (Eitemiller et al. 1995). The network of small streams rendered early irrigation in the valley comparatively easy and made it possible for individual farmers or neighborly cooperatives to reclaim considerable acreage (Glauert and Kunz 1972).

Vegetation

Prior to Euro-American settlement, the project area was adjacent to shrub-steppe grassland with sagebrush, rabbitbrush, bunchgrass, and ryegrass (Franklin and Dyrness 1973). The predominant vegetation in the valley bottom was Bluebunch wheatgrass (*Agropyron spicatum*) and Basin wild rye (*Elymus cinereus*). Willow (*Salix* spp.) along with cottonwood (*Populus trichocarpa*) outline streams and wetted areas, while big sage (*Artemesia tridentata*), rabbitbrush (*Chrysothasmus nauseosum*), and bitterbrush (*Purshia tridentata*) flourished in the drier areas (Franklin and Dyrness 1973). Local vegetation now is nearly all agricultural plants, noxious weeds, and invasive crack willows which currently dominates the riparian corridor.

Soils

The Mallard Meadows - Bull Ranch Project APE is within the Table Mountain and greater Yakima River alluvial outflow regimes of the past 12000 years. The most common soil types are Nosal, ashy silt loam (57%), Mitta ashy loams (20%), and Woldale clay loam (9%), which are “very deep, somewhat poorly drained soils formed in alluvium on flood plains” (Figure 4, Figure 5; NRCS 2021). These soils are derived from basaltic and loessal parent materials which have collected at the base of the Yakima River depositional valley and which have been distributed over the past several millennia. All are common local alluvial soils reflecting upper watershed colluvium and volcanic ash.

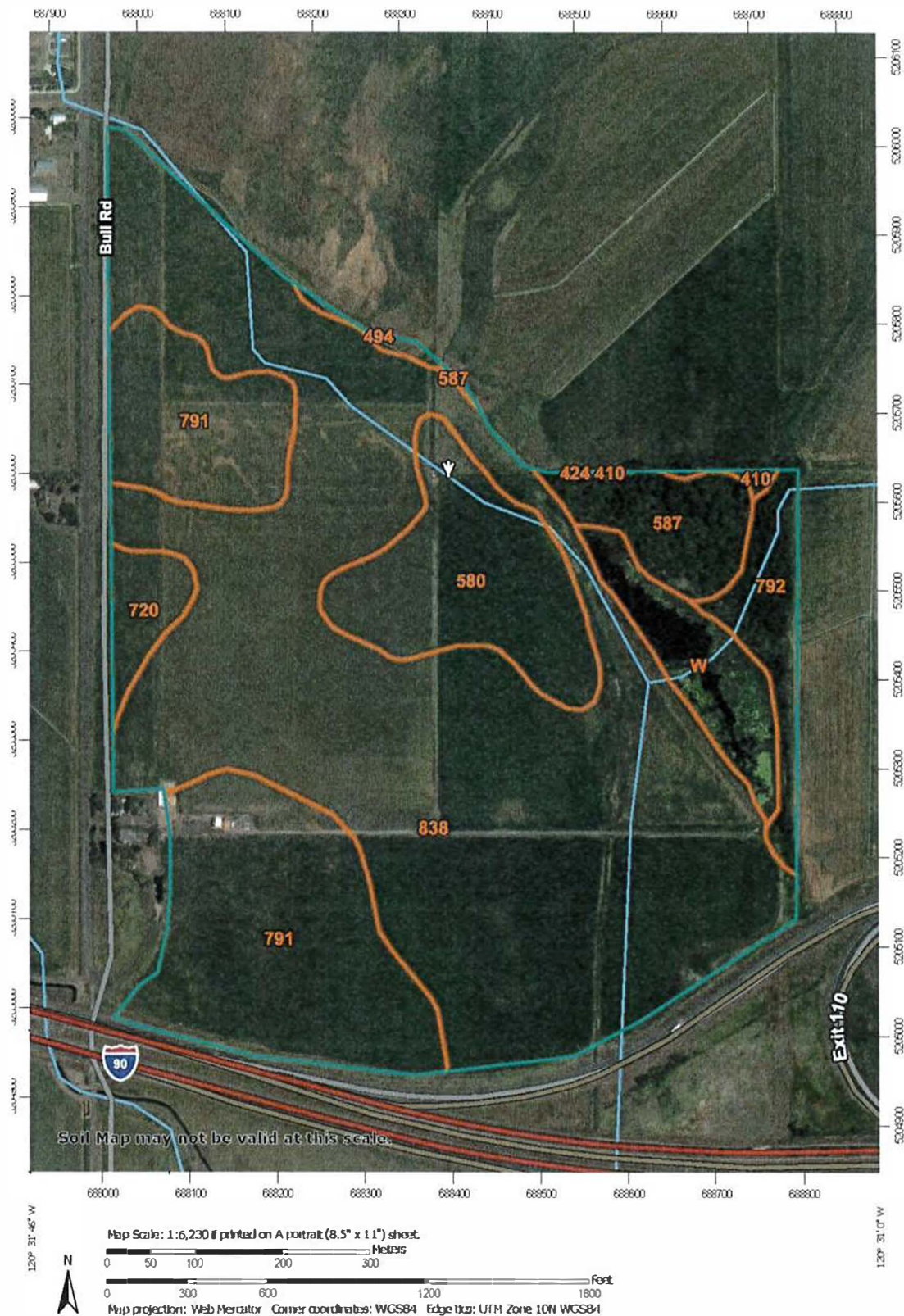


Figure 4. Project Soil Map (NRCS 2021).

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres In AOI	Percent of AOI
410	Tanaha ashy loam, 0 to 2 percent slopes	0.3	0.2%
424	Cleman very fine sandy loam, 0 to 2 percent slopes	0.0	0.0%
494	Caliralls silt loam, 10 to 15 percent slopes	0.5	0.4%
580	Woldale clay loam, 0 to 2 percent slopes	12.6	8.8%
587	Argixerolls, 15 to 30 percent slopes	5.6	3.9%
720	Nanum ashy sandy clay loam, 0 to 2 percent slopes	2.7	1.9%
791	Mitta ashy silt loam, drained, 0 to 2 percent slopes	28.7	20.0%
792	Brickmill gravelly ashy loam, 0 to 5 percent slopes	5.0	3.4%
838	Nosal ashy silt loam, 0 to 2 percent slopes	82.4	57.3%
W	Water	6.0	4.2%
Totals for Area of Interest		143.8	100.0%

Figure 5. Project Soils Map Legend (NRCS 2021).

CULTURAL SETTING

Prehistory Overview

Archaeological investigation of the Columbia Plateau now spans one hundred years. Early efforts concentrated on main-stem riverine settings, more often than not along the Columbia and Snake rivers, as a result of large-scale reclamation projects. The American Museum of Natural History sponsored perhaps the earliest formal inquiry into central Washington archaeology when Harlan Smith (1910) documented and excavated locations in the upper Yakima River Basin, from the Naches River to Lake Cle Elum. Smith (1910) recorded a variety of cultural resources, including private artifact collections, pictographs, petroglyphs, a tool stone quarry, house pit depressions and human internments.

The early period of conservation archaeology coincided with the Culture History period of Americanist archaeology and produced “characterizations of time and space in terms of archaeological content” for the region (Dunnell 1979). Archaeological periods and phases represent, for the most part, spans of time during which settlement and/or subsistence is assumed to have changed very little (Bicchieri 1976). Phase ranges are based on a combination of radiocarbon dates and chronologies largely based on projectile point forms.

Cultural history of this region begins with the Paleo-Indian period dating to 11,500 years ago. The Richey-Roberts Clovis Cache is the only known site to contain intact cultural deposits of this age and was found north of the proposed project area near Wenatchee, WA (Mierendorf, 1987). Numerous artifacts attributed to the Clovis period have been found across the landscape but are entirely limited to surface finds (Ames et al. 1998) where chronological placement is limited to artifact typology association. The climate at this period experienced major changes as the cooler Pleistocene environment transitioned into the warmer Holocene environment; this period also represents the last major retreat of the glaciers and a transformation into the landscape that we generally see today (Chatters 1998).

Using the Cultural Chronology developed by Ames et al. (1998) the next major technological shift seen in the archaeological record dates to 11,000-5,000/4,400 years ago and is characterized by people who utilized a broad-spectrum hunter-gatherer subsistence economy. These people would have moved across the landscape according to seasonal changes in low population densities which were highly adaptable Ames et al. (1998). No evidence of pit houses or permanent structures has been found from this era. Technologies inferred from artifacts and features indicate that these people were highly mobile and likely had no use for a permanent structure. This period also predates the eruption of Mount Mazama in southern Oregon, a chronological marker used to date archaeological sites based on their position above or below the lens of ash.

After the eruption of Mount Mazama, Ames et al. (1998) identifies the next major technological shift at 5,000/4,400-1,900 years ago. This shift in technology is marked by the decline in frequency of projectile points and an increase in milling stone size and evidence of intensified natural resource exploitation including certain roots and salmon. This period also marks the first appearance of pit houses. The climate during this period was cooler relative to the climate observed during Period 1B. Timberlines descended in elevation and moisture increased (Chatters 1998).

The next period of technological shift identified by Ames et al. (1998) spans from 1,900 years ago to A.D. 1720 (ca. 300 years ago). At the beginning of this period pit houses became widespread. Evidence of a heavy reliance on fishing, storage and intensive exploitation of camas can be found in the archaeological record from this period. Land use patterns observed by Euro-American explorers during their first arrivals corroborate archaeological findings. Within this period the climate continued to cool until around 800 years ago when temperatures begin to warm and glaciers receded as a result (Chatters 1998). This fluctuation in temperature is reflected in the observable tree lines in the archaeological record. Between A.D. 1400 and 1850 a “Little Ice Age” occurred, and while evident in the higher mountain ranges, this event had little effect on the flora of the Northwest (Chatters 1998). The period ends with the arrival of the horse and European explorers (i.e., Contact Period).

Ethnographic Overview

The Kittitas Valley was frequented by many tribes and bands throughout the year however it was home to the Kittitas Band (*Pshwanapam*) of the Yakama Nation. Other tribes or bands, such as the Moses-Columbia of the Confederated Tribes of the Colville Reservation (CTCR 2020), the lower Yakama tribes and bands, and the Wanapam, visited the area for gathering, hunting, and feasting throughout the year. Given that the area was the primary home for the Kittitas Band, they will be the focus of the following ethnographic overview.

The Confederated Tribes and Bands of the Yakama Nation

The upper Yakima River Basin and Kittitas valley lie within Confederated Tribes and Bands of the Yakama Nation Ceded Land, a vast region of central Washington occupied historically by the constituent Bands and Tribes who are now, through the Treaty of 1855, recognized as the Yakama Nation (Schuster 1998). The Yakama Nation was divided roughly into two territories with the Upper Yakama being north of Wenas Creek and the Lower Yakama being south of Wenas Creek (Schuster 1998:327). Both the Upper and Lower Yakama moved between these two areas throughout the year and the territory boundary is considered more of an arbitrary, geographical division than cultural division. Within the territories there were autonomous bands of peoples that were led by one or more chiefs with villages, camps, and local bands spread throughout the entirety of Yakama Nation traditional territories (Schuster 1998:327).

The lands ceded by the Yakama Nation during the Treaty of 1855 totaled over 12 million acres (Yakima Nation 2021). After the 1855 treaty, the reservation was reduced to about 1/10th of its original size, or 1.2 million acres. The project APE lies within these ceded lands. The project area is located within the traditional territory of the Kittitas Band, who occupied the upper Yakima River basin from Selah Creek north to Lake Cle Elum (Ray 1936). The Kittitas band, or the *Pshwanapam*, was represented by Chief Owhi at the signing of the Yakama Treaty in 1855.

Although the Kittitas Band was independent and autonomous from the other Yakama bands, they maintained strong ties through trade, intermarriage, and the sharing of various resource locations; tribal boundaries were often arbitrary (Ray 1936). One such example was the marriage of the Yakama Chief Kamiakin to Sunk-hay-ee, daughter of the Kittitas Chief Teias, in the 1820s, and as such solidified the connection of the Kittitas with the Yakama (Scheurman 2008). Additionally, the Yakama and the Kittitas shared a language, *Ichishkiin Sinwit*, meaning '(in) this language', which is a Plateau Penutian language spoken throughout south central Washington and northern Oregon (Beavert and Hargus 2010).

Kittitas Band

At the time of Euro-American arrival the people living on the same lands as the proposed project area were the Kittitas people, now a consistent band of the Confederate Tribes and Bands of the Yakama Nation. The Kittitas spoke a Northwest Sahaptin dialect as did the surrounding groups who by the 1980's could still easily understand the various dialects spoken by the Northwest Sahaptin dialect cluster (Schuster 1998). Traditionally, the land of the Yakamas and Kittitas was utilized and cared for by a seasonal round. This seasonal round would require cyclical movement through the landscape to best make use of the natural resources, both plant and animal (Hunn and Selam 1990). Generally, the Native families would winter in large villages along major waterways and would move to higher elevations as the seasons warmed, utilizing the seasonal resources as they moved upslope.

From an ethnographic point of view, subsistence focused on seasonally-available plant and animal resources including salmon, river mussels, lomatium, bitterroot, berries, and ungulates. Documented archaeological sites within Kittitas Valley include fishing and village sites along the major waterways, stone quarrying sites, temporary camps, and plant processing locations (Smith 1910). Of interest to any archaeological or prehistoric/pre-contact discussion should be the importance and role of winter villages. Winter villages were integral to the seasonal round. They were generally occupied from mid-November until the beginning of March, depending on the weather. They were positioned within the landscape such that protection was afforded from the environment and severe winter weather. They were also situated with respect to available and stored resources which were acquired through the seasonal or yearly round. Archaeologically documented winter villages tend to occur at or below elevations of 2,500 feet in the eastern Cascades.

In Kittitas County, known winter villages range from the upper Yakima River—near and around glacial lakes Keechelus, Kachess, and Cle Elum – down the middle Yakima River and its tributaries, and throughout the Kittitas Valley along perennial streams (Figure 6). Taneum, Manastash, and in particular Nanum and Wilson creeks had winter villages associated with them in pre-contact times. Villages were also situated where different runs of anadromous fish occurred and camas meadows were prolific. In the Kittitas Valley this included the Yakima River and its tributaries such as the Manastash, Taneum, Teanaway, and Wilson creeks.

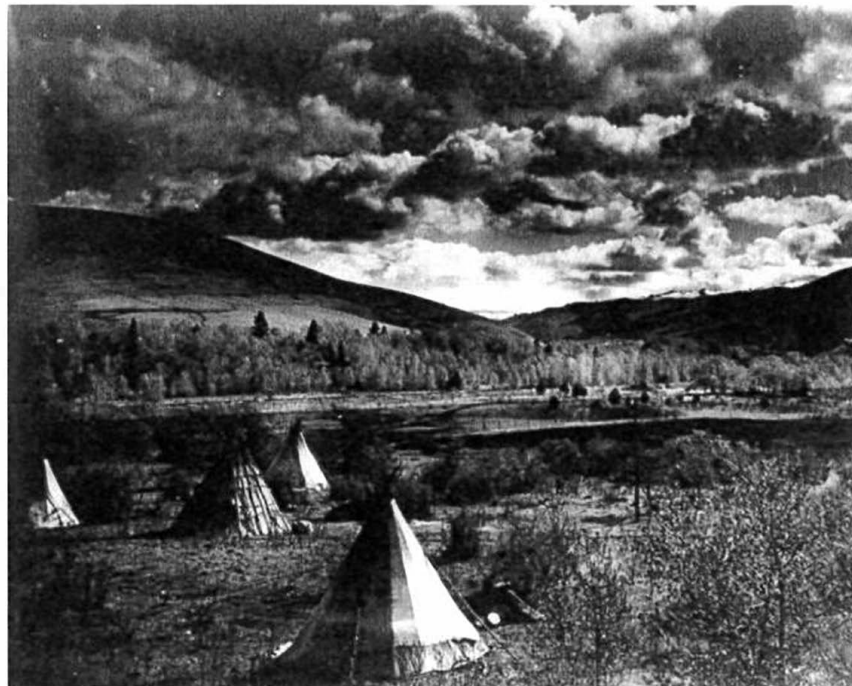


Figure 6. Kittitas Tribe on Taneum Creek near Ellensburg. 1900-1909. (Public Domain, courtesy Ellensburg Public Library)

Through informant interviews, Ray (1936) recorded several village sites along the upper Yakima River and its tributaries. Ray (1936:144) describes two villages very near each other at the present site of Kittitas. According to Ray (1936:144), *n'tsamt'sa'mtcin* meaning “grasshopper creek” and *tc'la'xan* meaning “standing at the side of your arm” in Salish, were well populated in May and June, during root gathering season. According to Wanapum informant, Puck Hyah Toot in 1955, *tc'ala'xan* may also have been called *san san sin* in the Kittitas dialect. Ray (1936) also notes the permanent settlement of *kla'la* opposite the Yakima River and Taneum Creek confluence; a village near Indian John Hill on the south bank of the river; and the large village of *yum'c*, situated some four miles below the present town of Thorp (Ray 1936:119, 143-144). Project specific place names are discussed in the Records Search section below.

Historic Overview

During the 1840s large numbers of permanent settlers began arriving, via the Oregon Trail, in the country south of the Columbia River. In 1855 Governor Stevens convened a treaty council and negotiated for the Umatilla, Cayuse, Walla Walla, Nez Perce, Yakama and related bands (including the Kittitas) lands and removal of the Indians onto reservations. Later that same year the Yakama Wars erupted after Governor Steven opened up those same lands to settlement just one month after the treaty was signed and before it had ratified, the original agreement stipulated that white settlement of the valley would not commence until 1859 (Becker 2005). White gold prospectors and cattle ranchers immediately moved into the valley creating the tension that started the Yakima Wars. With the US Government coming to the defense of the miners and ranchers the Indians were defeated within several years (Becker 2005).

The Kittitas Valley proved to be excellent range land and immediately following the native people's removal to the Yakama reservation, ranchers began grazing their cattle in the Kittitas Valley and would send them over to the Puget Sound or north towards the gold mine camps. The land within the Kittitas Valley was so fertile that by the late 1890s farming had taken over and the valley became renowned for its high-quality timothy hay (Becker 2005).

Ellensburg started out as a trading post operating out of a cabin built by Frederick Ludi and John Goller in 1867. Three years later Mr. Ludi and Mr. Goller had left the cabin and A. J. Splawn and Ben Burch established the Robber's Roost trading post in that same cabin. One year later in 1871 the store was sold to John and Mary Ellen Shoudy who became the founders of Ellensburg (Becker 2005).

Early irrigation attempts were simple ditches dug by the local farmers. By 1885 the Ellensburg Water Company had taken an interest in irrigation as well and had begun surveying and digging simple canals. By the early 1900s the Bull Canal (Bull Ditch), Cascade Canal and Town Ditch on the east side of the Yakima River in Ellensburg and the West Side Ditch on the west side of the river were irrigating more than 26,000 acres in the lower part of the Kittitas Valley. This spurred the growth of the region's commercial fruit industry.

Walter Alvadore Bull was an early Ellensburg farmer of tremendous local importance. He was a Civil War veteran who settled in the Kittitas Valley in 1870 and was the first locally elected probate judge. He married Mary Jane Olmstead, a scion of the Olmstead family, one of the first settlers of European ancestry in the region (Yakima Herald Republic 2004:15). He helped form the The Seattle and Walla Walla Trail and Wagon Road Company, and had interest in mining claims in Okanogan County, and some commercial stores in Ellensburg. Though he died in Okanogan, his body was exhumed and reburied with a monument in Ellensburg, as one of the early important pioneers of the town (Ellensburg Dawn 1898).

RECORDS SEARCH

A records search was conducted on the on the Washington Information System for Architectural and Archaeological Resources Database (WISAARD) for a one-mile radius around the project area. Files pertaining to these sites or cultural resources surveys can be found on WISAARD. Cultural resource reports and records on file at RLR and other sources were also reviewed for the project area. The record search included the following sources.

- WISAARD resource records on file as of November 2021;
- WISAARD reports on file as of November 2021;
- WISAARD Historic Properties on file as of November 2021;
- WISAARD Cemeteries on file as of November 2021;
- WISAARD NRHP Register Properties on file as of November 2021;
- WISAARD TCPs on file as of November 2021
- Historical Maps including United States Geological Survey (USGS) 1899, 1901 Ellensburg 1:125,000; 1950, 1961 Yakima, WA, 1:250,000; 1958 Ellensburg, WA 1:62,500; 1958 Ellensburg South, WA 1:24,000 Township 17 North, Range 18 East plat map; 1956 Kittitas County Metaskers Maps (Historic Map Works 2021);
- United States Department of the Interior, Bureau of Land Management General Land Office Patent Records (USDI 2021);
- National Environmental Title Research Historic Aerials (NETR 2021) and the Central Washington Historical Aerial Photograph Project (CWU 2021).

There are no distinct features present on the 1899 and 1901 Ellensburg 1:125,000 topo maps (USGS 2021). The 1950 and 1961 Yakima, WA 1:250,000 topo maps are general, and mostly shows the interstate that transects the southern portion so of the APE. The 1958 Ellensburg, WA 1:62,500 has no discernible features on it other than an intersection of water right around where the wetlands currently are located (USGS 2021). There are no distinct or notable features on the 1958 Ellensburg South, WA 1:24,000 topographic map (USGS 2021). Page 045 of the 1956 Metsker's Map shows that the property was owned by J. Alva Bull (Historic Mapworks 2021). Howard P. Sorensen owns most of the acreage, followed by Hazel Kohler in the northwest corner and Robert McKenna in the southwest corner.

Ethnogeography and Traditional Cultural Places (TCPs)

Ray (1936:144) describes two villages very near each other at the present site of Kittitas. According to Ray (1936:144), *n'tsamtsa'mtcin* meaning "grasshopper creek" and *tc'la'xan* meaning "standing at the side of your arm" in Salish, were well populated in May and June, during root gathering season. The named location of *ktittaas* is also marked between Wilson Creek and the Yakima River. *Ch'iláxan* (Schuster 1998), *Tc'iláxan* (Ray 1936), or Che-lo-han is

located roughly 10 miles northeast of the project area. This has been speculated to be the same location of archaeological site 45KT301 (Parfitt and McCutcheon 2017).

No known TCPs are within the project area. However, the Yakama Nation have many areas which are places of religious and cultural significance. TCPs, place names, and other narrative information is often considered to be sensitive and sacred. If further knowledge is required beyond what is presented it is recommended that the interested parties, contact the Yakama Nation for permission to access those resources.

Previous Cultural Resource Studies

The file search revealed that 26 cultural resource studies (Table 1) are recorded have been completed within one mile of the proposed project area.

Table 1. Archaeological Surveys within a One-Mile Radius of the Project Area

NADB	Title	Author	Report Date
1341902	From Native American Trails to the Inland Empire Highway A Cultural Resources Inventory of the Canyon Road Improvement Project	Miller, Fennelle	6/1/2002
1341917	A Cultural Resources Survey for the Washington State Department of Transportation's I-90: West Ellensburg Interchange to South Ellensburg Interchange	Larsen, Sharon A.	6/30/2000
1345284	NRCS John Smith EQIP 2005 Site Identification Survey	Amara, Mark	5/6/2005
1346916	FINAL: Cultural Resource Inventory for Proposed Fogarty Ditch Diversion Redesign Project	Orvald, Tucker	10/1/2005
1347350	NRCS Robert Stewart EQIP 2006 Cultural Resources Site Identification Survey (NRCS Contract # 7405466A388)	Amara, Mark	6/2/2006
1349750	Cultural Resources Inventory of the Mountain View Avenue Improvement Project	Miller, Fennelle	1/1/2007
1350662	Cultural Resources Inventory for the Proposed Durand-Fagalde Diversion Redesign Project, Lower Reecer Creek	Orvald, Tucker	9/1/2006
1352799	Archaeological Review and Inventory of the Lower Reecer Creek Spring 2009 Irrigation Project Addition	Landreau, Chris	4/27/2009
1680558	Cultural Resources Survey for the Jeffries Levee Repair Project on the Yakima River near Ellensburg	Kanaby, Kara	4/28/2011
1682497	Cultural Resources Assessment for the Mountain View Redevelopment Plan Ellensburg	Montgomery, Marcia	8/16/2012
1682947	Cultural Resources Assessment for the Kittitas Highway Improvements Project	Baldwin, Garth L.	11/28/2012
1684601	2012 Pedestrian Survey and Subsurface Reconnaissance of the Schaake Parcels	Vaughn, Kevin	2/27/2014
1685758	Fred Meyer Fueling Construction Monitoring, Ellensburg	Darby, Melissa	11/18/2014
1687588	Cultural Resources Review for the Non-Bureau of Reclamation Owned Portion of the Schaake Property Habitat Improvement Project	McFarland, Doug	12/14/2015

NADB	Title	Author	Report Date
1688723	An Archaeological Review and Inventory of the Broadmoor Farm, Berry Road Sprinkler Conversion Project	Landreau, Christopher	9/12/2016
1688768	Anderson Road Shop Access Project, Ellensburg	Hoyt, Bryan	7/15/2016
1689059	Schaake Levee Cultural Survey, YAK-04-16	Mueller, Andrew	10/14/2016
1689477	A Section 106 Archaeological Review and Inventory of the Broadmoor Farms, Inc. EQIP Project, NRCS #74054170XE	Landreau, Christopher	7/12/2017
1689935	A Section 106 Archaeological Review and Inventory of the Broadmoor Farms Inc. EQIP Project, NRCS # 74054170XE	Landreau, Christopher	12/12/2017
1692153	Cultural Resources Survey of the Willow Street Improvements Project Area, Ellensburg, Kittitas County, WA	Gall, Alexander	11/27/2018
1694304	Cultural Resource Survey for the City of Ellensburg Bull Road Utility Extension, Kittitas County, Washington	Harder, David A.	8/1/2020
1694595	A Cultural Resources Review and Inventory of Solar Storage Facilities Project, Kittitas County, Washington	Landreau, Christopher	11/10/2020
1694790	A Cultural Resources Survey for BPA's Franklin to Schultz Fiber Replacement Project in Benton, Kittitas, Franklin, and Yakima Counties, Washington	Becker, Thomas	2/17/2021
1694967	Cultural Resource Investigations of the Spring Creek Restoration Project	Finley, Nicholas	3/18/2021

Of note, NADB 1343822 was surveyed in 2004 just NW. "Mr. Morrie Sorensen (of that property) was interviewed on 8/20/2004. He said that he had never uncovered any prehistoric cultural materials while working in his fields, and that the diversion structure was built in the late 1950's or early 1960's." No Cultural resources were found in the project area.

In August 2020, NADB 1694304 (see above) was surveyed by Plateau Archaeological investigations LLC. The survey was carried out SE of the current project. No cultural resources were encountered during the survey.

In late 2021, across Bull Road, east of the project, RLR investigated a proposed development, and recorded five historic structures. At this writing, the project is in review.

Previously recorded archaeological sites within a 1-mile radius

Five archaeological resources are located within the record search area. These include there lithic scatters and two historic debris scatters all approximately one mile southeast of the project area (Table 2).

Table 2. Archaeological Sites within a One-Mile-Radius of the Project Area

Smithsonian Number	NRHP Status	Comments	Resource Type
KT03485	Potentially Eligible	Mackner scales property, glass, ceramic, 10 x 7m, ca. 1900s	Historic
KT03513	Survey/Inventory	Historic isolate, solarized amethyst glass shard, ca. 1917	Historic
KT03514	Potentially Eligible	Historic debris scatter/concentration, glass, 25 x 30m, ca. Pre 1915	Historic
KT03515	Potentially Eligible	Historic debris scatter/concentration, clinker, brick, coal, glass, ceramic, bone, metal, battery cores, 120 x 75m, ca. 1880s - 1930s	Historic
KT03516	Survey/Inventory	Historic isolate, clear glass "best foods" jar, ca. Pre-1960	Historic
KT03802	Potentially Eligible	Historic Debris scatter, firebrick, glass, lumber, concrete slabs, shingles, 20 x 10m, ca. 1900-1960s	Historic
KT03803	Potentially Eligible	Historic Debris scatter, brick, metal brackets, 5 x 3m, ca. 1900-1960s	Historic
KT03804	Survey/Inventory	Historic concrete step isolate, ca. 1900-1960s	Historic
KT03805	Survey/Inventory	Historic concrete fragment isolate, ca. 1900-1960s	Historic
KT03806	Potentially Eligible	Historic debris scatter, culvert pipe, wooden dock, 163 x 105m, ca. 1900-1960s	Historic
KT03807	Potentially Eligible	Historic debris scatter, glass, bones, charcoal, earthenware, clinker, shell, 224 x 104m, ca. 1900-1960s	Historic
KT04248	Determined Not Eligible	Unknown	Unknown

Of note, cultural material located within 1 mile of this property is entirely historic and may be reflective of the difficulties in locating precontact material in the deposition/erosion zone within the greater Yakima River floodplain.

Historic Register Properties within a 1-mile radius of the proposed project

There are two NRHP Eligible properties within a one-mile radius of the APE.

George Mills Farm is listed on the Washington Barn Register.

Briggs F. and Harriet Reed House is listed on the Washington Heritage Register.

Cemeteries within a 1-mile radius of the subject property

None.

BLM GLO Cadastral Survey

The General Land office (GLO) cadastral map of Township 17 North, Range 18 East, of the Willamette Meridian, Washington Territory was submitted June 10, 1871 by Levi Farnsworth (Figure 7). According to the map, there are no known land patents at this time. In the 1871 map, Wilson Creek is located to the east of the project area.

Land patents first started appearing in 1873 (USDI BLM 2021). William Berry was the first to file for a cash entry land patent on June 5, 1873 and July 1, 1874. He owned the original patent for about three quarters of the property (USDI BLM 2021).

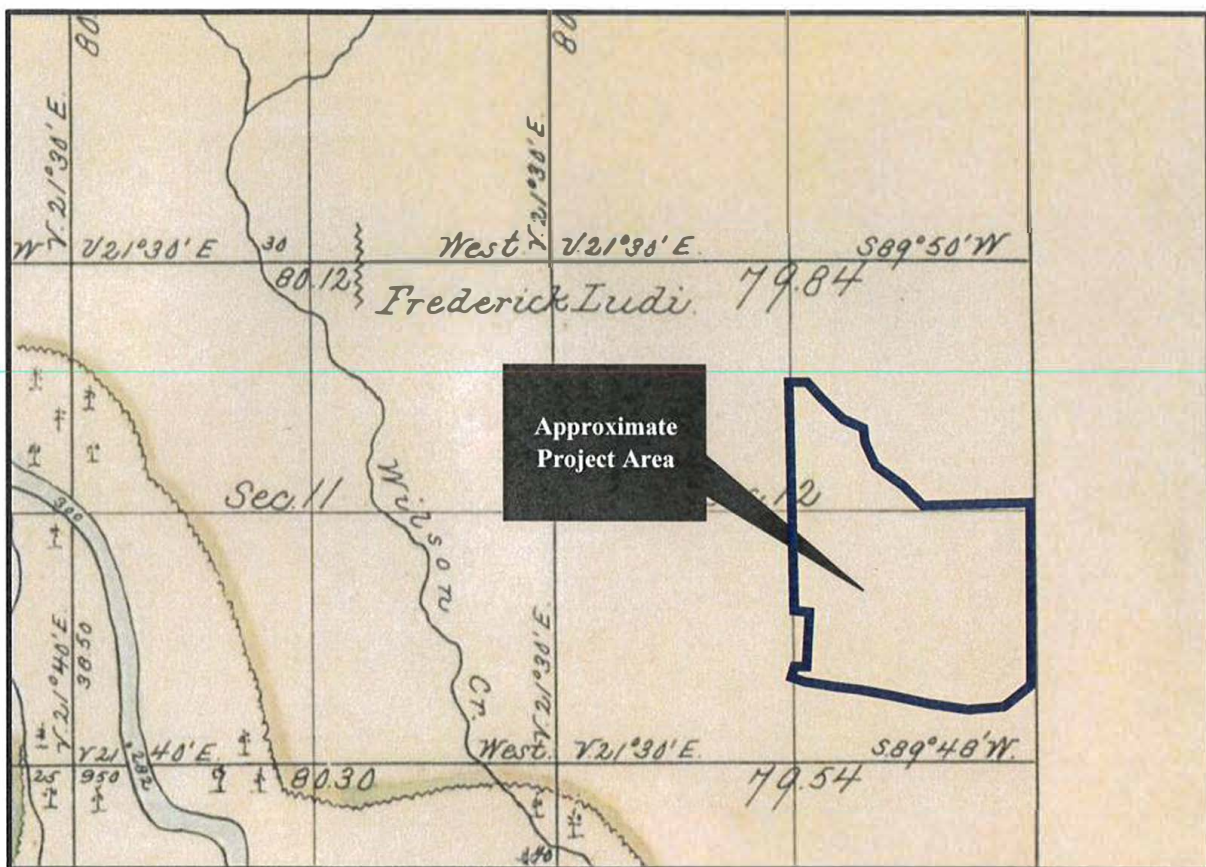


Figure 7. Levi Farnsworth cadastral map for T 18N, R17 E, dated June 10, 1871 (USDI BLM 2020).

RESEARCH DESIGN

RLR developed a hypothesis for this project, based upon the goal of cultural resources management in an agricultural, generally arid environment. The goal was to explore the project land-use context in areas where there has been no substantive previous contextual work. The immediate goal is to evaluate the potential of this project area for the presence or absence of historic or pre-contact cultural resources.

That the cultural survey will allow the potential discovery of a diversity of types of historic-era arid land irrigation agricultural features with limited if not extremely limited land-use from the pre-contact period. The location of this project area, as a relatively resource-limited natural zone, may prove challenging in the cultural resource discovery process.

To evaluate the potential of this project area for traces of past cultural land-use RLR prepared a field survey in conjunction with localized site research. This study can potentially aid in the reconstruction of past landscapes by identifying and recording elements of the archaeological and historic-era record.

Expected Results

Given the location of historic sites, mostly related to settlement and agriculture, such sites were expected to be encountered. These may include historic structures such as barns or residences, irrigation features, or other agricultural properties. Pre-contact land utilization directly on the slopes of Kittitas Valley are possible but difficult to identify given the 100 plus years of agricultural use of the project area. Depth to restrictive features (compacted clays, basalt gravels/cobbles) on the valley edges is normally between 30 and 50 cmbs. The State of Washington Predictive Model gives this area a low risk to moderate risk potentiality for cultural places.

Inventory Methodology

Intensive survey requires surface survey and controlled subsurface inspection of the APE. Surface walkover included 20 meter transects across the entire parcel. Areas of disturbance, including mounds, cuts, trenches, built environment, etc. are inspected for surficial expressions of cultural materials and may retain intact, native soil profiles.

RLR plotted 73 Shovel Test Probes (STP) regularly spaced throughout the APE every 70-100 meters based upon archival research and predictive modeling. The excavated STPs measured a minimum of 40 centimeters in diameter and crews excavated to a maximum depth of 100 centimeters below surface (cmbs). STPs are plotted in a consistent gridded pattern when possible. If a planned STP occurs in an area that is unsafe or unreasonable for excavation (utility

lines, flooded areas, paved areas, etc.) the STP will not be excavated. If the STP may be moved to avoid a small obstruction but will not be offset more than one meter.

RLR terminated STPs above this depth when natural obstructions (e.g., highly compacted clay soils, large cobbles, and impassable tree roots) were encountered. If precontact materials (e.g. lithic artifacts, calcined mammal bone) or diagnostic historic artifacts were encountered an additional four probes were excavated in cardinal directions to determine the extent and depth of the resource. If a radial probe was positive at least one additional STP was added in the same direction to test subsurface site boundaries.

Areas of disturbance, including mounds, cuts, trenches, built environment, etc. are inspected for surficial expressions of cultural materials and may retain intact, native soil profiles.

SURVEY RESULTS

Archaeological investigation consisted of pedestrian survey and subsurface testing of the proposed APE, a 145.3-acre lot located along Bull Road in Ellensburg (Figure 8). The archaeological investigation was conducted by Andrew Fleming, M.A., Ben Hodges, B.S., and Rae Crow on November 3-4, 2021, as well as November 8, 2021. The weather during fieldwork was overcast and foggy with light to moderate wind and temperatures between 30 and 40°F.



Figure 8. APE Overview; View: SE

Pedestrian Survey

Pedestrian survey included a 100 percent survey of the proposed APE with 20 meter transects (Figure 9). A farm road is present along the northern boundary of the lot. Another road transects the lot from west to east through center of the property. An approximately 50m wide portion of land along the western edge of the property had been recently plowed at the time of survey and ground visibility was 100 percent. Excluding the northeastern 15.2-acre portion of the property (Figure 10) which is composed of wetlands with a ground visibility of less than five percent; the ground visibility for the remainder of the property is approximately 30 percent. The vegetation across most of the APE is made up of native and non-native grasses. A fragment of white ceramic was found during survey measuring about 3cm wide just south of STP 8 in the recently plowed portion of the site (Figure 11). However, given the lack of any identifiable markings on the fragment, it is undiagnostic in nature and no further investigation was conducted. Additionally, a scattering of potentially calcified unidentified ungulate bones was found on the surface between STPs 42 and 43. An additional STP (73) was placed between STPs 42 and 43 to test if there was a deposit of bone, however STP 73 was negative.



Figure 9. Project Transects



Figure 10. APE Overview (Wetland); View: Northeast.

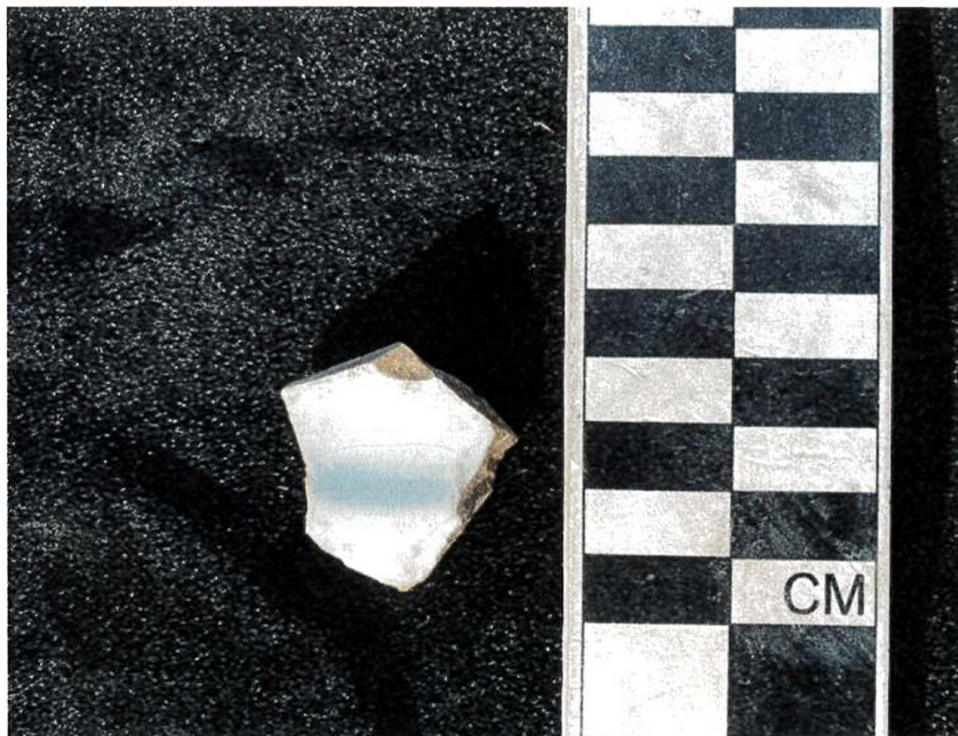


Figure 11. White Ceramic; Detail.

Subsurface Testing

There were 72 STPs plotted every 90-100 meters on a grid covering the proposed project area (Figure 12-Figure 16). As noted above, STP 73 was added to further investigate the bone scatter located during pedestrian survey (Table 3). STPs 48-53 were left unexcavated due to their location within inundated wetlands (Figure 16). STP 41, was also left unexcavated due to water inundation. The soil across the area generally consists of dark brown silty loam with zero to 25 percent rounded and subangular pebble inclusions above a gray, brown silt clay with zero percent inclusions. Clay content and moisture tends to increase with depth. Contact with the water table occurred at depths as shallow as 56 cmbs; however, water levels varied across the site. No cultural material was located during sub-surface testing.



Figure 12 STP 26 Detail.



Figure 13. STP Map.



Figure 14. STP 19 Overview: West.



Figure 15. STP 72 Detail.



Figure 16. STP 48 detail within the standing water.

Table 3. STP Summary

STP #	Depth (cmbs)	Cultural	Stratigraphy	Notes
1	46	Negative	- 0 – 10 cmbs – Dark brown, silty clay, about 25% rounded and angular pebbles, wet, loose - 10 – 46cmbs – lighter brown, silty clay, wet, rounded and angular pebbles about 25%, larger cobbles up to 3cm in length. Cobbles in East wall 2.5 cm in length	Terminated due to obstructing cobble, plow disturbance top 0-10 cmbs
2	66	Negative	- 0 – 66 cmbs – dark brown, silty clay, not too compact, less than 25% rounded pebbles	Terminated due to obstructing cobble, plow disturbance top 0-10 cmbs
3	42	Negative	- 0 – 8cmbs – soft silty clay, wet, root disturbance, dark brown, about 50% pebbles and cobbles that are round and angular, silty clay - 8 – 32cmbs – dry, light brown root disturbance, 50% round and angular pebbles, silty clay - 32 – 42cmbs – compact, light brown, silty clay	Terminated due to compaction, roots 0-33cmbs, plow disturbance top 0-10 cmbs
4	32	Negative	- 0 – 11cmbs – wet, root disturbance, dark brown, 50% pebbles rounded and angular, soft, silty clay - 11 – 32cmbs – dry, root disturbance, compact, silty clay, light brown, 50% angular pebbles and some rounded.	Terminated due to compaction, root disturbance, plow disturbance top 0-10 cmbs

Table 3. STP Summary (continued)

STP #	Depth (cmbs)	Cultural	Stratigraphy	Notes
5	65	Negative	- 0 – 15cmbs – Dark brown, silty clay, loose, root disturbance, 25% round and angular pebbles, wet - 15 – 21cmbs – dark brown, wet, compact, clay, sticky - 21 – 65cmbs – dry, light brown silty clay, compact	Terminated due to compaction, root disturbance, plow disturbance top 0-10 cmbs
6	75	Negative	- 0 – 15cmbs – soft, less than 25% rounded pebbles, dark brown, wet, root disturbance, silty clay - 15 – 26cmbs – dry, root disturbance, light brown, loose, silty clay - 26 – 75 cmbs – wet, compact clay, sticky, dark brown	Terminated due to compaction, root disturbance, plow disturbance top 0-10cmbs
7	67	Negative	- 0 – 31cmbs – Dark brown, loose, combination of wet and dry, root disturbance, less than 25% round pebbles, silty clay - 31 – 67cmbs – dark brown, wet, compact clay, white nitrate in soil	Terminated due to compaction, root disturbance, plow disturbance top 0-20cmbs
8	55	Negative	- 0 – 8cmbs – dark, silty clay, wet - 8 – 55cmbs – dry, silty clay, less than 25% rounded pebbles, root disturbance, compact lighter brown	Terminated due to compaction, plow disturbance top 0-10cmbs, root disturbance
9	100	Negative	- 0 – 70cmbs – brown silt, moderately compact, moist, 0% inclusions - 70 – 100cmbs – brownish grey, silt and clay, moderately compact, moist, 15% well rounded gravel	Reached desired depth
10	75	Negative	- 0 – 75cmbs – light brownish grey, silt and clay, moderately compact, moist, 0% inclusions	Terminated due to compaction
11	92	Negative	- 0 – 92cmbs – brown, silt and clay, moderately compact, moist, 0% inclusions	Reached desired depth
12	59	Negative	- 0 – 5cmbs – dark brown, silt, moderately compacted, moist, 0% inclusions - 5 – 59 cmbs – light brownish grey, silt and clay, hard compaction, dry 0% inclusions	Terminated due to compaction
13	71	Negative	- 0 – 10cmbs – dark brown silt, lots of O.M (?), moderately compacted, moist, 0% inclusions - 10 – 71cmbs – light brown, silt and clay, moderately compacted, moist, 0% inclusions	Terminated due to compaction
14	65	Negative	- 0 – 5cmbs – dark brown, silt and clay, moderately compact, moist 0% inclusions - 5 – 65cmbs – light brown, silt and clay, compact, dry, 0% inclusions	Terminated due to compaction
15	57cmbs	Negative	- 0 – 5cmbs – dark brown, silt and clay, moderately compact, moist 0% inclusions - 5 – 65cmbs – light brown, silt and clay, compact, dry, 0% inclusions	Terminated due to compaction

Table 3. STP Summary (continued)

STP #	Depth (cmbs)	Cultural	Stratigraphy	Notes
16	53cmbs	Negative	- 0 – 5cmbs – dark brown, silt and clay, organic matter later, moderately compact, moist, 0% inclusions - 5 – 53cmbs – light brown, silt and clay, compacted, dry, less than 5% rounded gravel	Terminated due to compaction
17	41cmbs	Negative	- 0 – 6cmbs – brown silt and clay, moderately compact, moist, 0% inclusions - 6 – 41cmbs – light brown, silt and clay, highly compacted, dry, less than 15% rounded cobbles	Terminated due to compaction
18	61cmbs	Negative	- 0 – 5cmbs – dark brown, silt and clay, moderately compact, moist, 0% inclusions - 5 – 30cmbs – light brownish grey, silt, highly compact, dry, 0% inclusions	Terminated due to compaction
19	65cmbs	Negative	- 0 – 15cmbs – dark brown silt and clay, moderately compact, moist 0% inclusions - 15 – 65cmbs – light brown, silt, highly compact, dry, 0% inclusions - 30 – 61cmbs – light brown, silt, highly compact, dry, 15% rounded cobbles	Terminated due to compaction
20	94cmbs	Negative	- 0 – 60cmbs – brown silt, moderately compacted, slightly moist, 0% inclusions - 0 – 94cmbs – light brown silt and clay, moderately compacted, dry, 0% inclusions	Reached desired depth
21	94cmbs	Negative	- 0 – 60cmbs – brown silty clay, granular peds, moderately compacted, slightly moist, 0% inclusions - 60 – 87cmbs – greyish brown clay, peds are planar (?), moderately compacted, moist 0% inclusions	Reached desired depth
22	87cmbs	Negative	- 0 – 60cmbs – brown silty clay, granular peds, moderately compacted, slightly moist, 0% inclusions - 60 – 94cmbs – greyish brown clay, peds are planar (?), moderately compacted, moist 0% inclusions	Reached desired depth
23	91cmbs	Negative	- 0 – 91cmbs – brownish grey, silt and clay, granular peds, moderately compacted, slightly moist, 0% inclusions	Reached desired depth
24	45cmbs	Negative	- 0 – 45cmbs – silt, less than 25% angular pebbles, fairly dry, compact, dark brown, some root disturbance 0-10cmbs	Terminated due to compaction, root disturbance top 10cmbs
25	63cmbs	Negative	- 0 – 63cmbs – dark brown, less than 25% round pebbles, silt, wet, compact, some root disturbance	Terminated due to compaction, some root disturbance
26	65cmbs	Negative	- 0 – 65cmbs – black brown, silty clay, spongy, loam, granular ped, less than 5% rounded pebble inclusions	Terminated due to compaction, root disturbance in North wall
27	50cmbs	Negative	- 0 – 10cmbs – black brown silt clay, spongy, granular peds - 10 – 50cmbs – dark brown silt clay, dry, granular peds, compact	Terminated due to compaction, minor root disturbance

Table 3. STP Summary (continued)

STP #	Depth (cmbs)	Cultural	Stratigraphy	Notes
28	73cmbs	Negative	- 0 – 73cmbs– dark brown, silt loam, granular peds, moist	Terminated due to compaction, minor root disturbance
29	35cmbs	Negative	- 0 – 35cmbs – dark brown, compact, root disturbance, less than 25% rounded and angular pebbles, wet	Terminated due to compaction, root disturbance
30	91cmbs	Negative	- 0 – 6cmbs – brown, silt and clay, moderately compact, moist, 0% inclusions - 60 – 91cmbs – greyish brown, clay, moderately compact, wet, 0% inclusions	Reached desired depth
31	91cmbs	Negative	- 0 – 70cmbs – brown, silty clay, moderately compacted, moist, 15% rounded cobbles, 20% well rounded pebbles - 70 – 91cmbs – greyish brown, clay, moderately compact, wet, 0% inclusions	Reached desired depth
32	89cmbs	Negative	- 0 – 70cmbs – brown silt and clay, moderately compacted, moist, 0% inclusions - 70 – 89cmbs – greyish brown clay, moderately compact, wet, 0% inclusions	Reached desired depth
33	90cmbs	Negative	- 0 – 10cmbs – blackish brown, loam, moderately compact, moist, 0% inclusions - 10 – 60cmbs – brown silt and clay, moderately compacted, wet, 0% inclusions - 60 – 90cmbs – greyish brown, clay, moderately compacted, moist, 0% inclusions, saturated	Terminated due to contact with water table
34	72cmbs	Negative	- 0 – 10cmbs – blackish brown loam, moderately compacted, moist, 0% inclusions - 10 – 72cmbs – greyish brown, clay, moderately compacted, saturated, 0% inclusions	Terminated due to contact with water table
35	79cmbs	Negative	- 0 – 10cmbs – blackish brown loam, moderately compacted, moist, 0% inclusions - 10 – 79cmbs – greyish brown, clay, moderately compacted, saturated, 0% inclusions	Terminated due to contact with water table
36	60cmbs	Negative	- 0 – 60cmbs – black grey clay, wet, root disturbance, compact	Terminated due to contact with water table; root disturbance
37	81	Negative	- 0 – 61cmbs – silty clay, dark brown, root disturbance, compact, wet, less than 25% round pebbles - 61 – 81cmbs – sandy clay, wet, orange dark brown, compact	Terminated due to contact with water table; root disturbance
38	90	Negative	- 0-10 cmbs – Dark Brown organic silt; roots; less than 25 percent rounded pebble inclusions; moist; loose - 10-70 cmbs – Dark Brown, silty clay, wet, compact, granular ped. - 70-90 cmbs – Orange, brown sandy clay, wet, compact	Terminated due to contact with water table.
39	71	Negative	- 0-71 cmbs – Black, gray, wet silty clay, less than 25 percent rounded pebble inclusions; some root disturbance; compact.	Terminated due to compaction

Table 3. STP Summary (continued)

STP #	Depth (cmbs)	Cultural	Stratigraphy	Notes
40	60	Negative	- 0 – 60cmbs – dark grey, compact, less than 25% rounded pebbles, root disturbance in top 10cmbs, wet	Terminated due to contact with water table, root disturbance
41	N/A	N/A	- N/A	Unexcavated due to water inundation
42	67	Negative	- 0 – 15cmbs – brown silt clay, moderately compact, moist 0% inclusions - 15 – 67cmbs – greyish brown, clay, moderately compact, wet 0% inclusions	Terminated due to contact with water table
43	56	Negative	- 0 – 15cmbs – brown silt clay, moderately compact, moist 0% inclusions - 15 – 56cmbs – greyish brown, clay, moderately compact, wet 0% inclusions	Terminated due to contact with water table
44	93	Negative	- 0 – 60cmbs – brown silty clay, moderately compact, moist, 0% inclusions - 60 – 93cmbs – greyish brown, clay, plastic-y, moderately compact, wet, 0% inclusions	Reached desired depth
45	73	Negative	- 0 – 20cmbs – dark brown, silty clay, less than 25% round pebbles, wet root disturbance, compact - 20 – 73cmbs – dark brown clay, wet, compact	Compact, root disturbance between 0-20 cmbs
46	87	Negative	- 0 – 87cmbs – reddish brown silty clay, compact, dry, less than 25% rounded pebbles, root disturbance	Terminated due to compaction, root disturbance
47	52	Negative	- 0 – 52cmbs – dark brown silty clay, moist, less than 25% rounded pebbles, root disturbance, compact	Terminated due to compaction, root disturbance
48	N/A	N/A	- N/A	Unexcavated due to location within inundated wetland.
49	N/A	N/A	- N/A	Unexcavated due to location within inundated wetland.
50	N/A	N/A	- N/A	Unexcavated due to location within inundated wetland.
51	N/A	N/A	- N/A	Unexcavated due to location within inundated wetland.
52	N/A	N/A	- N/A	Unexcavated due to location within inundated wetland.
53	N/A	N/A	- N/A	Unexcavated due to location within inundated wetland.
54	102	Negative	- 0-20 cmbs – Dark brown silt, moderately compacted; moist; 0 percent inclusions. - 20-102 cmbs – Brown silt, moderately compacted, dry, zero percent inclusions	Reached desired depth Some rootlet disturbances

Table 3. STP Summary (continued)

STP #	Depth (cmbs)	Cultural	Stratigraphy	Notes
55	96	Negative	- 0-60 cmbs – Dark brown silt, moderately compacted, moist, zero percent inclusions - 60-96 cmbs – Brown silty clay, moderately compacted, moist, zero percent inclusions.	Reached desired depth
56	98	Negative	- 0-65 cmbs – Dark brown silt, moderately compacted, moist, zero percent inclusions - 65-98 cmbs – Brown silty clay, moderately compacted, moist, zero percent inclusions.	Reached desired depth
57	95	Negative	- 0-60 cmbs – Dark brown silt, moderately compacted, moist, 0 percent inclusions. - 60-95 cmbs – Gray, brown, silty clay, moderately moist to wet, 0 percent inclusions.	Reached desired depth
58	68	Negative	- 0-20 cmbs – Black, brown, loam, moderately compacted, moist, zero percent inclusions - 20-68 cmbs – Black, brown clay, moderately compacted, wet, zero percent inclusions	Terminated due to contact with water table
59	77	Negative	- 0-20 cmbs – Black, brown, loam, moderately compacted, moist, zero percent inclusions - 20-77 cmbs – Black, brown clay, moderately compacted, wet, zero percent inclusions	Terminated due to contact with water table
60	61	Negative	- 0-61 cmbs – Gray, black clay; moderately compacted; wet, 0 percent inclusions	Terminated due to contact with water table
61	65	Negative	- 0-61 cmbs – Gray, black clay; moderately compacted; wet, 0 percent inclusions	Terminated due to contact with water table
62	79	Negative	- 0-79 cmbs – Gray, brown silty clay, moderately compacted, moist to wet, (plastic), 0 percent inclusions	Terminated due to contact with water table
63	64	Negative	- 0-64 cmbs – Dark brown, black clay, compact	Terminated due to compaction
64	50	Negative	- 0-50 cmbs – Dark brown, black clay, compact	Terminated due to compaction
65	96	Negative	- 0-96 cmbs – Brown silty clay, clay content increasing with depth, moist	Reached desired depth
66	50	Negative	- 0 – 50cmbs – brown silty clay, granular peds, dry	Terminated due to compaction
67	82	Negative	- 0 – 82cmbs – brown silty clay, clay percentage increasing with depth	Terminated due to compaction, some root disturbance
68	43	Negative	- 0 – 43cmbs – brown, light tan modeled silt, less than 5% pebble inclusions, granular peds, compact	Terminated due to compaction
69	25	Negative	- 0 – 10cmbs – sandy clay, less than 25% rounded pebbles. Root disturbance, dry, compact	Terminated due to compaction, root disturbance

Table 3. STP Summary (concluded)

STP #	Depth (cmbs)	Cultural	Stratigraphy	Notes
70	82	Negative	- 0 – 23cmbs – lighter brown, sandy clay, less than 25% rounded pebbles, root disturbance, dry, compact - 0 – 63cmbs – dark brown, silty clay, less than 25% rounded pebbles, root disturbance, less dry, compact - 63 – 82cmbs – dark greyish brown, clay, moist, compact	Terminated due to compaction
71	93	Negative	- 0-60 cmbs – Brown silt, moderately compacted, slightly moist, 0 percent inclusions. - 60-93 cmbs – Gray, brown clay, moderately compacted, wet, 0 percent inclusions.	Reached desired depth Some rootlet disturbances.
72	53	Negative	- 0-53 cmbs – Dark brown, black clay, compact	Terminated due to compaction
73	50	Negative	- 0-50 cmbs – Wet, blackish brown silty clay, less than 25 percent rounded pebbles, less than 25 percent subangular cobbles 4cm in length, root disturbance	Placed due to bone scatter presence between STPs 42 and 43 Reached desired depth No additional burned bone fragments

RECOMMENDATIONS

During the course of intensive survey, RLR located no historic properties and no archaeological sites. The Bull Canal is not within the APE. RLR recommends this project proceed as planned.

A survey of this nature is not exhaustive, as standard methods may not reveal buried horizons. There always exists potential for an inadvertent discovery of archaeological materials or human remains within undiscovered strata.

INADVERTENT DISCOVERY PROCEDURE

If any archaeological resources are discovered or suspected during the course of the project, activity in the immediate area shall stop until a professional archaeologist can assess the discovery.

If the inadvertent discovery is archaeological material, the project proponent and DAHP will be contacted and work in that area will stop. The archaeologist or crew lead will contact the Project Proponent. Upon notification of discovery of potential archaeological deposits the professional archaeologist will evaluate the discovery.

The DAHP and consulting parties will be given the opportunity to view the artifacts within 48 hours after the discovery or at the earliest possible time thereafter. The discovery will be kept confidential. After halting construction, securing the site, and notifying the contractor, the archaeologist will conduct a brief in-field evaluation.

If the inadvertent discovery is Archaeological material:

1. The project proponent and the Washington State Department of Archaeology and Historic Preservation (DAHP) will be contacted and work in that area will stop.
2. The project proponent will contact a professional archaeologist. The following order of events are recommended.
 - a. Upon notification of discovery of potential archaeological deposits, the professional archaeologist evaluates the remains.
 - b. The DAHP, YN, Wanapum, and CTCR Tribes of Native Americans will be given the opportunity to view the artifacts within 48 hours after the discovery or at the earliest possible time thereafter. The discovery will be kept confidential. After halting construction, securing the site, and notifying the contractor, the archaeologist will conduct a brief in-field evaluation. The purpose of the evaluation is to determine whether the discovered resources have potential to answer research questions.
 - c. Evaluation protocols are described in the following section.
 - d. If parties agree that the artifacts are not significant, the professional archaeologist will ask the construction representatives to resume construction.
 - e. If parties agree that the artifacts are significant, the Washington State DAHP will issue a stop work order until further notice for all construction work in the area defined as a significant site.

Guidelines for the Discovery of Human Remains:

1. All persons who know of the existence and location of human remains must, by law, **notify the county coroner and local law enforcement**. This must be done in the most expeditious manner possible. (RCW 27.44; 68.50; 68.60)
2. Any person engaging in ground disturbing activity that encounters skeletal human remains must **cease all activity which may cause further disturbance to the remains, make a reasonable effort to protect the area from further disturbance, report the presence and location of those remains to the coroner and local law enforcement** (RCW 27.44; 68.50; 68.60). The remains should not be touched, moved, or further disturbed.
3. The county coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. (RCW 27.44; 68.50; 68.60).
4. If the county coroner determines the remains are non-forensic, then the Department of Archaeology and Historic Preservation will take jurisdiction over the remains. (RCW 27.44; 68.50; 68.60)
5. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to the affected parties. (RCW 27.44, 68.50; 68.60)
6. The DAHP will handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains if there is no federal agency involved.

Contact:

Dr. Guy Tasa, State Physical Anthropologist, DAHP
1063 South Capitol Way, Suite 106, PO Box 48343, Olympia, Washington 98501
Email: guy.tasa@dahp.wa.gov Phone: (360) 586-3534 Cell: (360) 790-1633

Table 4. Inadvertent Discovery Plan Contact Information

Name	Title	Phone	Email Address	Mailing Address
Guy Tasa	State Physical Anthropologist	360-790-1633	Guy.tasa@dahp.wa.gov	
Nick Henderson	Kittitas County Coroner	509-933-8200	nick.henderson@co.kittitas.wa.us	507 North Nanum Street, Suite 113 Ellensburg, WA 98926
Clayton Myers	Kittitas County Sheriff	(509) 962-7525	sheriff.office@co.kittitas.wa.us	307 West Umptanum Street Ellensburg WA 98926
Casey Barney	Yakama Nation Cultural Resources Manager	509-985-7596	Casey_barney@yakama.com	
Guy Moura	Cultural Resource Program Manager, Tribal Historic Preservation Officer, Colville Confederated Tribes	509-634-2695 509 631-1705 (cell)	Guy.Moura@colvilletribes.com	
Rex Bux Jr	Wanapum Tribe of Native Americans	509-643-1337	rbuck@gcpud.org	29082 Washington 243 Mattawa, WA 99349

REFERENCES CITED

- Alt, D., and Hyndman, D. W.
1995 Northwest exposures: A geologic story of the Northwest. Missoula, MT: Mountain Press.
- Ames, Kenneth M., Dumond, D. E., Galm, J. R., and Minor, R.
1998 Prehistory of the southern plateau. In *Handbook of North American Indians*. Volume 12. General editors, W. C. Sturtevant, and D. E. Walker. Plateau. Washington, D.C.: Smithsonian Institution.
- Beavert, Virginia, and Sharon Hargus
2010 *Ichishkiin Sinwit, Yakama/Yakima, Sahaptin Dictionary*. Heritage University and University of Washington Press.
- Becker, Paula
2005 Kittitas County. Thumbnail History. HistoryLink.org. Electronic document, <https://www.historylink.org/File/7484>, accessed December 2, 2019.
- Bicchieri, Barbara
1976 Units of culture and units of time: Periodization and its use in syntheses of plateau prehistory. *Northwest Anthropological Research Notes* 9 (2):246-266
- Chatters, James C.
1998 Environment. In Sturtevant, W. C., & Walker, D. E. *Handbook of North American Indians. Volume 12. Plateau*. Washington, D.C.: Smithsonian Institution.
- Confederated Tribes of the Colville Indian Reservation (CTCR)
2020 A Brief History. Electronic document, <https://colvilletribes.maps.arcgis.com/apps/MapJournal/index.html?appid=ac4721130e424df786eb06dbbb4a5880>, accessed December 15, 2020.
- Central Washington University [CWU]
2021 Central Washington Historical Aerial Photograph Project. Department of Geography, Central Washington University. Electronic document, https://www.gis.cwu.edu/geog/historical_airphotos/, accessed February 2021.
- Eitemiller, D., Fraser, H., Sullivan, A., and Uebelacker, M. L.
1995 Traditional resource patterns in the Upper Yakima River Basin. Ellensburg, WA: Central Washington University

Engstrom, Wesley

2004 History of Business and Lauderdale. Electronic document, <https://www.co.kittitas.wa.us/uploads/documents/cds/comp-plan/historical/2012/documents/All%20Individuals%20Comment%20Letters.pdf>, accessed August 20, 2021.

Franklin, J. F., and Dyrness, C. T.

1973 Natural vegetation of Oregon and Washington. general technical report PNW-8. Portland, OR: U.S. Department of Agriculture, Forest Service; Pacific Northwest Forest and Range Experiment Station.

Glauert, E. T., and Kunz, M. H.

1972 *The Kittitas Indians*. Ellensburg, WA: Ellensburg Public Library.

Historic Map Works

2021 Page 045, Ellensburg, Yakima River. From Kittitas County 1956 Metsker Map. Electronic document, <http://www.historicmapworks.com/Map/US/29358/Page+045++Ellensburg++Yakima+River/Kittitas+County+1956/Washington/>, accessed December 3, 2021.

Hunn, E. S., and Selam, J.

1990 *Nch'i-wána, "the big river": Mid-Columbia Indians and their land*. Seattle: University of Washington Press.

McKee, E. H.

1971 Tertiary igneous chronology of the Great Basin of Western United States: Implications for tectonic models. *Geological Society of America Bulletin*, 80(12), 3497- 3502.

Mierendorf, Robert

1987 East Wenatchee Clovis Site. Washington Archaeological Site Inventory Form. On File at the Washington Department of Archaeology and Historic Preservation.

Natural Resource Conservation Services [NRCS]

2021 Web Soil Survey. Electronic document, <https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>, accessed December 2, 2021.

National Environmental Title Research (NETR)

2021 Historic Aerials. Electronic document, <https://www.historicaerials.com/viewer>, accessed August 1, 2021.

- Parfitt, Anne, and Patrick McCutcheon
2017 Chemical Sourcing of Obsidian Artifacts from the Grissom Site (45-KT-301) to Study Source Variability. *Journal of Northwest Anthropology* 51(1):37–72.
- Ray, Verne. F.
1936 Native villages and groupings of the Columbia Basin. *Pacific Northwest Quarterly*, 27, 99-152.
- Reidel, S. P., Fecht, K. R., and Washington (State)
1994 *Geologic map of the Priests Rapids 1:100,000 quadrangle, Washington*. Olympia, WA: Washington Division of Geology and Earth Resources.
- Scheurman, Richard
2008 *Finding Chief Kamiakin: The Life and Legacy of a Northwest Patriot*. Washington State University Press, Pullman, Washington.
- Schuster, H. Helen
1998 Yakima and neighboring groups. In D. E. Walker (Ed.), *Handbook of North American Indians: Vol. 12. Plateau*. (pp. 327-351). Washington D.C.: Smithsonian Institution.
- Shrimpton, Rebecca
1995 *How to Apply the National Register criteria for evaluation, National Register Bulletin No. 15*. U.S. Dept. of the Interior, National Park Service, Interagency Resources Division, Washington, D.C.
- Smith, Holmes I.
1910 The archaeology of the Yakima Valley. *Anthropological Papers of the American Museum of Natural History* VI (1). New York: American Museum of Natural History.
- Smith, G. A.
1988 Neogene synvolcanic and syntectonic sedimentation in Central Washington. *Geological Society of America Bulletin*, 100, 1479-1492.
- Snyder, E. B., Arango, C. P., Eitemiller, D. J., Stanford, J. A., and Uebelacker, M. L.
2003 Floodplain hydrologic connectivity and fisheries restoration in the Yakima River, U.S.A. *Proceedings-International Association of Theoretical and Applied Limnology*, 28(4), 1653-1657.
- United States Department of the Interior, Bureau of Land Management [USDI BLM]
2021 The Official Land Records Site: Survey Plats and Filed Notes. Electronic document, <https://glorerecords.blm.gov/>, accessed February 2, 2020.

Washington Water Trust [WWT]

2019 Washington Water Trust. Electronic document, <https://www.washingtonwatertrust.org/>, accessed August 21, 2021.

Whitley, E. C.

1950 *Agricultural geography of the Kittitas Valley, Washington*.

Yakima Herald Republic

2004 "Ellensburg History and the Walter Bull Family," *Yakima Herald-Republic*, March 28, 2004, p. 15.

Yakama Nation

2021 Yakama Nation History. Electronic document, <https://www.yakama.com/about/>, accessed August 2021.



**DEPARTMENT OF COMMUNITY DEVELOPMENT
501 N. Anderson St., Ellensburg WA 98926**

STAFF REPORT

DATE: January 25, 2022

TO: Andrew Kottkamp, Hearing Examiner

THRU: Jamey Ayling, Community Development Planning Manager

FROM: Shannon Johnson, Senior Planner, Community Development

RE: P21-125 Mallard Meadows Subdivision Preliminary Plat Public Hearing

Summary Statement: The purpose of this open record public hearing is to consider the proposed preliminary plat subdivision and any public or agency comments received by the City regarding the proposed Mallard Meadows Long Plat. This hearing is being held pursuant to the requirement of Chapter 15.260, Subdivision Procedures, of the Ellensburg City Code (ECC). At the conclusion of this public hearing, it is expected that the Hearing Examiner will develop a recommended action on the proposed subdivision for City Council's consideration and action at a future closed record public hearing. Attached to and made a part of this report is the SEPA Threshold Determination for this subdivision. Other exhibits document that all legal notices and mailings as required by the Ellensburg City Code for the preliminary plat application review processes have been fulfilled.

Citizen and agency comments on this proposed preliminary plat were due no later than 5:00 pm Tuesday, January 18, 2022. Notice was further given that all persons interested could appear and be heard at the public hearing.

Background

This proposed preliminary plat is located on two parcels, Kittitas County Assessor Parcel ID #17825 (64.14 acres), and Parcel ID #17827 (41.18 acres), which are north of I-90, and East of Bull Rd. in the City of Ellensburg, WA. A vicinity map and reduced scale preliminary drawing showing the location of the lots and other plat features are included (**Exhibits 1 & 2**).

The subject property site is 105.32 acres in size. The current zoning on Parcel ID #17825 is Residential Suburban (R-S), and the current zoning on Parcel ID #17827 is Industrial Light (I-L).

Property zoned as Residential Suburban (R-S) allows for detached single-family dwellings as the predominate land use, with a base maximum density of 6 dwelling units/acre. The applicant's proposal would create 293 separate residential lots ranging in size from 6,000 square feet to 10,932 square feet for single family home construction. This 293 lot project intended for single family homes is within the allowable maximum density. The applicant has proposed phasing of the project as follows:

Phase I

Phase I will include subdividing the project site into three large lots and 8 tracts. The purpose of this phase is to prepare the site for Phases II - IV and a potential light industrial project in Tract 992. Also, this phase will allow the property owner to sell the new lots and tracts to developers so they can develop the purchased lot(s) and tract(s) by phase rather than having to sell all the phases at one time.

Phase II

Phase II will include subdividing the Lot 1 of Phase I into 92 lots and the construction of frontage improvements along Bull Rd, new internal roads and water and sewer main extensions that will serve the new lots. This phase will also include the construction of the road within Tract 999 and stormwater facility within Tract 995 if the tracts have not already been constructed by a light industrial project in Tract 992

Phase III

Phase III will subdivide Lot 2 of Phase I into 86 lots and includes the construction of road and water and sewer main extensions that will serve new lots. The road within tract 998 and sewer lift station in tract 994 will also be constructed during this phase, if they have not been already constructed.

Phase IV

Phase IV will subdivide Lot 3 of Phase I into 104 lots and includes the construction of road extensions and water and sewer main extensions that will serve the new lots. This phase will also include construction of the remainder of the roads located in tracts 997-999 if they have not already been constructed. In addition, the open space in tract 993 will be developed with this phase.

The plat will have lots that front onto public roadway which will need to be improved as part of this project. The western street frontage known as Bull Road is an existing minor collector street and is further defined as a landscaped street. Half street improvements will be required along Bull Road, and full street improvements will be required on all proposed interior streets, including the new east west collector road as required by the Comprehensive Plan. The interior streets will be classified as local access streets and further defined as landscaped streets.

The Public Works Department works with the Ellensburg School District at the time of civil construction review of the plat to ensure that the goals of their "Guide for Planning and improving School Walk and Bike Routes" are implemented on projects within one mile of schools. In speaking with the Ellensburg School District Director of Transportation, this particular plat is located outside of the required ½ mile radius for the nearest elementary school, which is Valley View Elementary. This means that the school district does not expect children in this area to walk to school, therefore, continued and expanded bus services will be planned for this area. The extension and construction of the street

frontage improvements as discussed above, provide beginning connectivity to achieve goals and policies within the land use, housing, and transportation chapters of the Ellensburg Comprehensive Plan.

Specific to meeting open space and parks needs that will result from the new development, the applicant will be required to pay a park impact fee for each single family lot or structure, which will in turn be used to enhance the City of Ellensburg Parks system.

Site Characteristics

North: the land to the north is vacant land outside city limits, which has been granted preliminary plat approval by Kittitas County for 138 lots within the Urban Growth Area (UGA)

South: the southern boundary serves as both the City Limit and UGA Border adjacent to the I-90 freeway

East: vacant land outside city limits

West: vacant land within city limits proposed for Canals of Ellensburg, a large Mixed Use/Housing Development Project

SEPA Review

A SEPA checklist was submitted as a requirement of the preliminary plat process, and a SEPA Mitigated Determination of Non-Significance (MDNS) was issued on December 20, 2021 (**Exhibit 8**).

Preliminary Plat Review

Subsequent to the SEPA environmental review, public notice and distribution of the full preliminary plat application was undertaken. As a result of that effort, departmental comments for the application have been received from the following: The Ellensburg Fire Department, Ellensburg Planning Department, , Ellensburg Public Works Department; and the Ellensburg Utility Services Gas and Light Departments (**Exhibits 3-7**).

Those comments received mirrored their previous SEPA environmental points regarding final design and construction of required facilities, and referred to the previous comments submitted for SEPA and/or the Pre-Application Reviews.

Analysis and Findings

The requirements pertaining to preliminary plat approval are found within ECC Sections 15.260.060 through 15.260.090. Specifically, the decision criteria are found in ECC 15.260.060(F), which states the following:

(F) Decision Criteria. The city may approve, approve with conditions, or deny a preliminary subdivision application based on conformance with the following decision criteria:

1. The preliminary subdivision conforms to all applicable zoning standards of the city as set forth in the LDC, including the form and intensity standards in Chapter 15.320 ECC, the streetscape design standards in Chapter 15.410 ECC, the subdivision design standards in Chapter 15.420 ECC, the project design standards in Division V, and the public works development standards;
2. All lots within the preliminary subdivision are provided with satisfactory access established consistent with the requirements of the public works development standards, ECC Title 4, public works construction, the streetscape design standards and subdivision design and block standards in Division IV, and the project design standards in Division V;
3. All lots within the preliminary subdivision are provided with adequate provisions for water supplies, sanitary wastewater facilities, and storm drainage and surface water facilities consistent with the requirements of the public works development standards and ECC Title 9, Utilities;
4. All lots within the preliminary subdivision are provided with adequate provisions for electric service, and for natural gas service if applicable, consistent with the requirements of the city's energy services department design standards and with ECC Title 9, Utilities;
5. The preliminary subdivision conforms to all applicable critical areas standards set forth in Division VI; and
6. The preliminary subdivision makes appropriate provisions for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, natural gas mains and services, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school.

The public agency comments relate to normal plat design and construction requirements that are routinely part of the final plat design and approval process. It is the full intention of the City to enforce and follow those final plat requirements.

Prior to final plat approval, the applicant will need to include the signature blocks on the face of the final plat to read as follows: City Engineer, Community Development Director, Public Works & Utilities Director, Ellensburg Water Company, County Treasurer, County Auditor; & the Mayor of Ellensburg with individual statements of approval.

Construction of the subdivision and single-family units will be required to comply with all applicable standards outlined in the Ellensburg City Code design standards and guidelines.

Recommendation

Staff proposes the Hearing Examiner recommend approval of the Mallard Meadows Plat preliminary plat application to City Council subject to the following conditions:

- a) The applicant will meet the requirements of the Public Works Department discussed in its memorandum dated October 18, 2021.
- b) The applicant will meet the requirements of the Energy Services - Light Department discussed in its memorandum dated January 11, 2022.
- c) The applicant will meet the requirements of the Energy Services – Gas Department discussed in its memorandum dated July 26, 2021.
- d) The applicant will meet the requirements of the Fire Department for hydrants and access as per Fire Marshal's memorandum dated November 2, 2021.
- e) The applicant will meet the requirements of the Community Development Department as per the Planning Department's memorandum dated January 15, 2022.
- f) The applicant will meet the requirements of the SEPA Official's issuance of Mitigated Determination of Non-Significance (MDNS) (File # P21-126) dated December 20, 2021.
- g) The applicant may be required to obtain an NPDES Construction Storm Water General Permit from the Washington State Department of Ecology, as well as all other permits (site grading permit, SWPPP, etc.) that may be required as a result of plat development. Subdivision and land development activities shall follow the requirements of the Ellensburg City Code, including the Design Standards.
- h) All requirements of utility providers, City departments, and affected districts must be satisfied, as outlined in adopted City Codes and other regulatory documents.

Exhibits:

- 1. Vicinity Location Map
- 2. Preliminary Plat of Mallard Meadows Plat
- 3. January 11, 2022 memo from City of Ellensburg Energy Services Light Department
- 4. July 26, 2021 memo from City of Ellensburg Energy Services Gas
- 5. October 18, 2021 memo from City of Ellensburg Public Works Department
- 6. November 2, 2021 memo from City of Ellensburg Fire Marshall
- 7. January 15, 2022 memo from City of Ellensburg Planning Department
- 8. December 16, 2021 SEPA MDNS Determination
- 9. Legal Notice of Public Hearing
- 10. Area of Notification Map with 300-Foot Buffer Notification List
- 11. Photo of Notice Signs on Property
- 12. Application Cover Page & Materials

Shannon Johnson

From: Chad Bala <bala.ce@gmail.com>
Sent: Monday, January 24, 2022 2:35 PM
To: Shannon Johnson
Cc: Mark Villwock
Subject: [Ext] Fwd: Mallard Meadows P21-125

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

Shannon,
 Please see the email below and include into the public record, confirming that LDC and myself have the authority to speak on behalf of the Schuler Deneen Family Ranch LLC regarding the Mallard Meadows Project (File P21-125).

Regards,

Chad Bala

Begin forwarded message:

From: Mike Jones <mike@hiseasllc.com>
Subject: Mallard Meadows
Date: January 24, 2022 at 2:24:04 PM PST
To: Chad Bala <bala.ce@gmail.com>
Cc: Mark Villwock <mvillwock@ldccorp.com>

Chad

This email confirms you and representatives from LDC engineering have the authority to speak on behalf of the Schuler Deneen Family ranch LLC in regards to all matters of Mallard Meadows Including public hearings.

Any questions please let me know

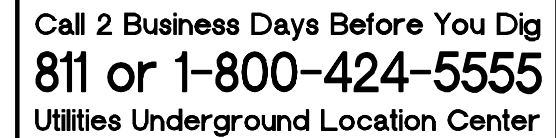
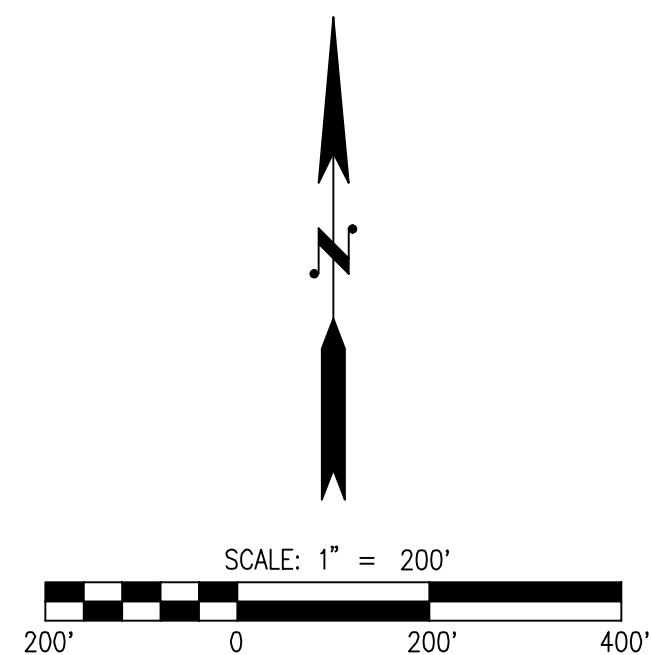
Mike Jones

Authorized agent for Schuler Deneen Family Ranch LLC

--



Mike Jones
 808-728-6644
Mike@hiseasllc.com



PP-08

SHEET **8** OF **13**

NOTICE OF A CLOSED RECORD PUBLIC HEARING SUBDIVISION REQUEST

NOTICE IS HEREBY GIVEN that a closed record hearing before the Ellensburg City Council has been set for **Tuesday, February 22, 2022 at 7:00 pm**. This meeting will be held both in-person in the Council Chambers AND virtually via Zoom, to consider Application P21-125 Mallard Meadows Plat submitted by Tom Abbott for a Preliminary Plat Subdivision. The proposed preliminary plat within the Residential Suburban (R-S) and zone is a 293-Lot Long Plat intended for residential lots and single-family home construction. Lots will range in size from 6,000 sq. ft. to 10,932 sq. ft.

NOTICE IS FURTHER GIVEN that all persons interested in this matter may attend the Hybrid/REMOTE meeting by contacting Staff no later than 5:00 pm on Tuesday, February 22, 2022. An email link, text link, or phone number will be provided which will allow for electronic participation in the public hearing. * In-person attendees will need to wear face coverings. **Be advised that no new testimony will be considered by City Council, as the closed record hearing shall be limited to the record established in the open record hearing held by the Hearing Examiner.**

Project Location: The property is addressed as Bull Road, Ellensburg, WA 98926. Kittitas County Assessor's Parcel Numbers: 17825 & 17827.

The submitted application and file documents may be examined by the public by visiting the **City of Ellensburg Community Development Department webpage** at <https://www.ci.ellensburg.wa.us/623/Public-NoticesCurrent-Projects>.

Questions about this preliminary subdivision may be directed to Shannon Johnson in the Community Development Department, 501 N. Anderson St., or via email: johnsons@ci.ellensburg.wa.us

The City of Ellensburg strives to make our meetings and activities readily accessible by individuals with disabilities. Please furnish your request in sufficient time for the City to provide a reasonable accommodation. A "Request for Accommodation" form may be obtained from the City Clerk (First Floor – City Hall).

PUBLISH IN LEGAL: Saturday, January 29, 2022


COMMUNITY DEVELOPMENT DEPARTMENT

501 N. Anderson St, Ellensburg WA 98926

Land Use Permitting (509) 962-7231

Construction Permitting (509) 962-7239

Kirsten Sackett, Director

Phone: (509) 962-7232 Fax: (509) 925-8655 E-Mail: sackettk@ci.ellensburg.wa.us

AFFIDAVIT OF POSTING

The Ellensburg City Code requires that all projects requiring Type IV Permit Review to have a notice sign posted at the site of the project. Per ECC 15.270.140, the following shall apply:

1. The posting of a weather-resistant sign or signs 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. If the project abuts more than one public right-of-way (ROW), more than one sign will be required; one per ROW, as determined by the responsible official.
3. **The responsibility for the posting of the sign or signs shall be upon the project applicant or his or her agent.**
4. The sign matrix provided by Planning Dept. Staff, shall be made into a sign or signs at least two feet by three feet (2' x 3') in size.

DATE: January 28, 2022	PLANNER: Shannon Johnson – Senior Planner
PROJECT NAME AND SUMMARY: Type IV Preliminary Plat Review - <u>CC Closed</u> <u>Record Public Hearing</u> for the proposed 293 Lot Long Plat at Bull Rd, Ellensburg WA 98926.	FILE NUMBER: P21-125

PLEASE COMPLETE THE FOLLOWING:

I, Chad Bala, 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 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. **Failure to post the site and return this form to Community Development in a timely manner will result in a delay of the application review for the project.**


 Signature

1-28, 20 22

Please return the above affidavit and photograph(s) of the posted notice sign board(s) to:
 Shannon Johnson, Senior Planner, 509-962-7108, via email: johnsons@ci.ellensburg.wa.us ;
 Fax: 509-925-8655; or mail to: Community Development Dept., City Hall, 501 N. Anderson St.,
 Ellensburg, WA 98926.

NOTICE IS HEREBY GIVEN that the closed record hearing before the Elmburg City Council has been held on **February 17, 2022 at 7:00 p.m.** Council will hold said hearing both in person and via Zoom. The agenda for February 17, 2022 will consider a Long Term Application (#21-125) submitted by Tom Abbott, for a 360'x120' residential lot. The proposed preliminary plat within the Residential Suburban zone is 195.32 acres. There will result in 283 separate residential lots for single family homes. Lots will range in size from 6,000 square feet to 19,332 square feet. A 367A. Mitigated Determination of Non-Significance (MDNS) for the preliminary plat submission was issued on December 20, 2022. Public hearing was held before Hearing Examiner Andrew Kump on January 20, 2022. Council meeting was held before forward said recommendation on January 26, 2022. The agenda for February 17, 2022 will include a presentation by Tom Abbott. No new testimony will be established by Council as the closed record shall be limited to what was already established in the preliminary open record hearing.

established in the production open record hearing.



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 22, 2022

Item Title/Agenda Subject: Professional Services Agreement Contract for the Development of the Unity Park Master Plan

Submitted by: Brad Case Parks and Recreation

Recommended Action or Motion: Authorize the Mayor to execute the professional consultant services agreement with Walker|Macy for the completion of the Unity Park Master Plan and authorize staff to make the necessary budget adjustments to 'Fund 160 - Park Acquisition and Development Fund'.

Background/Summary:

A proposed professional consultant services agreement has been negotiated with Walker|Macy to perform services for the development of Unity Park master plan. The proposed agreement and scope of work is attached for Council's review. Included in this design work will be continued analysis and discussion about the interface and relationship between Unity Park and Pearl Street.

Previous Council Action: This is a continuation of the concept planning work Walker Macy started in August 2018. Additionally, the City has been looking at expanded uses of Pearl Street, between 4th Avenue & 5th Avenue, including how the sidewalk and street can be utilized as an extension of Unity Park.

Analysis:

The proposed contract contains a scope of work, a fee schedule of \$65,200.00 and budget detail.

The proposed scope of Walker\Macy's work includes the following:

1. Coordinate Public Participation – this will include in person, virtual and on-line opportunities

2. Development of the Unity Park master plan – Will include permanent park program, site elements, public restrooms, infrastructure needs, circulation, shade structures, seating, plantings, amenities, art, and how the park site will interface with adjoining sidewalks and street.

It's anticipated that the master planning work will take two to three months to complete.

Financial Impact:

The proposed contract contains a scope of work, a fee schedule of \$65,200, and project budget breakdown. Council earmarked \$1.8 million for Unity Park and Pearl Street development from the City's distribution of federal Coronavirus Local Fiscal Recovery Funds approved by Congress in the American Rescue Plan Act of 2021. Council adopted expenditure authority for these costs in the 2022 COVID-19 Grants Fund budget at the December 6, 2021 regular meeting.

Attachments:

[2022-02-15 Rotary-Park Concept Confirmation Proposal](#)
[Professional Services Agreement Contract for Unity Park Master Plan Bid Document](#)
[Rotary Pavilion Park Prime Fee Summary](#)
[Rotary-Pavilion Park WM Fee Spread](#)

February 15, 2022

Brad Case
Parks and Recreation Director
City of Ellensburg
501 North Anderson
Ellensburg, WA 98926

RE: Rotary Pavilion Park – Concept Confirmation Phase
Walker Macy Project #P3500.02

Dear Brad,

We appreciate the opportunity to submit the following proposal for providing landscape architectural services for the Rotary Pavilion Park.

PROJECT UNDERSTANDING AND TEAM ROLES:

1. The project includes a new public park located in downtown Ellensburg, Washington with site improvements that may include a public comfort station with storage and potential box office, plaza with range of seating types, shade structure(s), performance space or stage (temporary or permanent), play elements, interactive water feature, and planting/irrigation. The park will be designed with an eye towards flexibility and supporting events or programming.
2. This proposal includes the initial Concept Confirmation phase. The intent of this phase is to re-engage with the City, community members, and project stakeholders to confirm the preferred site concept plan and program. Our understanding is that upon completion of the Concept Confirmation phase, Walker Macy and sub consultant team will provide a proposal for full design services through construction (SD-CA) based on the approved plan and program.
3. The following sub consultants are included in this proposal and will be contracted directly to Walker Macy:
 - Architect: Signal Architecture
 - Civil Engineer: Coughlin Porter Lundeen
 - Cost Consulting: DCW Cost Management
4. Walker Macy's role will be to:
 - Lead the planning and/or design of Rotary Pavilion Park, manage the project and coordinate the work of the consultant team, and represent the project to the City of Ellensburg Parks & Recreation (Client) and the public.

- Walker Macy, in collaboration with the design team, will document surface improvements including paving, planting, grading, and site furnishings to concept level of detail for areas within our scope.
 - We will work directly with Client and the design team during the effort to ensure a comprehensive approach to the work.
5. The team's civil engineer will research existing site features and utilities to develop initial understanding of opportunities/constraints, review preliminary alternatives and final preferred concept plan and provide written and/or diagrammatic feedback as to civil scope elements (site features, utilities, and stormwater), and review cost estimate by cost consultant and comment on civil scope items.
 6. The team's architect will research existing site features and context to develop initial understanding of opportunities/constraints as related to building, confirm basic building program and requirements with client, provide high-level building (plan and precedent imagery only) concepts for preliminary alternative concept plans as appropriate to inform site plan options, revise building concept for final preferred concept plan with recommended building construction type, and review cost estimate by cost consultant and comment on architectural scope items.
 7. Consultants who are contracted directly to the City (geotechnical engineer, arborist, etc.) will be available to provide assistance to us during the project.
 8. The City will be responsible for the following:
 - Organizing and scheduling the public and stakeholder outreach events.
 - Providing the following:
 - Geotechnical report
 - Arborist report
 - Topographic survey including underground utilities

SCOPE OF WORK:

Based on our understanding of the project, and the information provided, we propose the following scope of work:

1. Concept Confirmation – Assume 8 weeks

- 1.1 Attend an initial start-up meeting with the City and design team to discuss scope, budget and schedule.
- 1.2 Review survey, geotechnical, traffic analysis reports, master plans, budget information, code requirements and other project background material made available to Walker Macy team.
- 1.3 Attend site visit to review and photograph existing conditions.
- 1.4 Develop support materials for stakeholder re-engagement and attend meetings facilitated by staff.
- 1.5 Develop support materials for community outreach to be facilitated by city staff via a range of forums.
- 1.6 Review community/stakeholder feedback and incorporate as appropriate into site concept plans.

- 1.7 Develop (2) alternative site concept plans and supporting graphic materials (sketches, sections, elevations, precedent imagery) as needed to describe concepts. Design team will confirm basic building program and explore high-level comfort station options for new construction, modular/prefabricated construction, and reuse of existing building.
- 1.8 Develop presentation materials for community outreach events based on (2) alternative site plans.
- 1.9 Review community/stakeholder feedback and incorporate as appropriate into site concept plan.
- 1.10 Develop preferred alternative site concept plan and supporting graphic materials as needed to describe concepts. Design team will confirm preferred comfort station construction type and program.
- 1.11 Review Parks & Recreation Commission and City Council feedback and incorporate as appropriate in future phase.
- 1.12 Meetings:
 - Four (4) coordination meetings with city staff (virtual).
 - One (1) design team site visit (in-person)
 - Three (3) stakeholder meetings (virtual).
 - One (1) community outreach event at site (in-person).
 - Two (2) presentations to Parks & Recreation Commission (1 virtual and 1 in-person).
 - One (1) presentation to City Council (virtual).

FEES:

We propose the following fees:

1. Concept Confirmation	<u>\$65,000</u>
Total:	\$65,000 <i>plus expenses</i>

We propose to bill monthly on a percentage of completion per phase. Expenses are additional, and will be billed at 1.1 times our cost.

ASSUMPTIONS:

- Our proposal is based on the above scope of work, conversations with Brad Case, review of previous concepts, and an estimated project construction budget of \$2,000,000 pending final program.
- A detailed site survey in AutoCAD 2013 drawing format (or earlier), suitable for construction documentation, will be available for our use. Survey will include topographic, utility, and boundary information as indicated on survey request.
- Site visits in addition to those identified will require Walker Macy to evaluate potential impact to fees.
- The design team will attend all meetings outlined in the scope of work. Meetings beyond those noted will be additional services and will be billed as time and materials.

February 15, 2022

Page 4 of 4

- Concept Confirmation phase is assumed to be completed within approximately 8 weeks of formal notice to proceed . If project extends substantially beyond the scheduled date additional scope and fees will be re-evaluated.

Please contact me or Brian Bishop if you have any questions, require clarification, or if we can be of further assistance. We look forward to working with you on this Rotary Pavilion Park project.

Sincerely,

WALKER MACY

Michael W. Zilis
Principal
mzilis@walkermacy.com

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
WALKER|MACY**

RELATING TO: Development of Unity Park Master Plan

THIS LUMP SUM AGREEMENT is made and entered into this 22nd day of February, 2022 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington, (hereinafter called the "CITY") and WALKER|MACY, 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 development of the Unity Park master plan.

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 – Scope of Work' 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 12 of this Agreement.

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

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

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through July 1, 2022. The work shall be completed in accordance with the schedule set forth in the attached 'Exhibit A'.

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

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

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

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

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

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

4.6. Payment for "Extra Work" performed under Section 12 of this Agreement shall be as agreed to by the parties in writing.

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

beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is \$6,500.00. (six thousand five hundred dollars). 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 12– 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 \$65,000.00. (sixty-five thousand dollars). This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

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

6. RELATIONSHIP OF PARTIES.

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

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

7. OWNERSHIP OF DOCUMENTS. Upon completion of the work and payment of CONSULTANT'S fee, all documents, exhibits, photographic negatives, or other presentations 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. However, any alteration of the documents, by the CITY or by others acting through or on behalf of the CITY, will be at the CITY's sole risk.

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

8.1. 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,

8.2. 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.

9. SUBCONTRACTING.

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

9.2. 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.

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

10. SUPERVISION, INSPECTION AND PERFORMANCE.

10.1. 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.

10.2. 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.

10.3. 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.

11. 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.

12. 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.

13. TERMINATION.

13.1. The CITY may terminate this Agreement at any time, for the convenience 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.

13.2. 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.

13.3. 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.

14. INDEMNIFICATION/HOLD HARMLESS.

14.1. The indemnification and defense obligations specified in this Section 14 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. 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.

14.1.1. Professional errors and omissions. For any losses that arise from any error, omission, negligence or other malpractice in the exercise of CONSULTANT's professional judgment in the performance of architectural, landscape architectural, engineering, or land surveying services such that RCW 4.24.115 would apply, CONSULTANT shall defend, indemnify, and hold the CITY harmless from all such losses to the extent caused, or alleged to be caused, by any violation of law, including state, federal or municipal law or ordinance, or negligent act, omission, breach of contract, or willful or intentional misconduct of CONSULTANT. The obligation of indemnity under this subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the CITY.

14.1.2. Construction claims. In the event that this Agreement is relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of any building, highway, road, excavation, or other structure, project,

development, or improvement attached to real estate (specifically including moving or demolition in connection therewith) and therefore subject to RCW 4.24.115, CONSULTANT shall defend, indemnify and hold harmless the CITY from all losses to the extent caused, or alleged to be caused, by any violation of law, including state, federal or municipal law or ordinance, or any negligent act or omission of CONSULTANT. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the CITY.

14.2. In any and all claims against the CITY by any employee of CONSULTANT, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for CONSULTANT under the applicable worker's or workmen's compensation, benefit, or disability laws (including but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). CONSULTANT expressly waives any immunity CONSULTANT might have under such laws, and, by entering into this Agreement, acknowledges that this waiver has been mutually negotiated.

15. INSURANCE.

15.1. 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.

15.2. 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.

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

15.3.1. 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,

15.3.2. 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 with respect to the work performed for the CITY; and,

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

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

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

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

15.4.2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

15.4.3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

15.5. 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:

15.5.1. 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.

15.5.2. The CONSULTANT's insurance shall be endorsed to state that coverage shall not be cancelled, suspended or materially changed by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

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

15.5.4. 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.

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

15.7. 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.

15.8. 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. 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.

17. 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

Walker|Macy
Attention: Michael Zilis
111 SW Oak Street, Suite 200
Portland, OR 97204

18. 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.

19. 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.

20. 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.

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

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

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

24. 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

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

ROTARY PAVILION PARK
 FEE SUMMARY - CONCEPT CONFIRMATION

BASE SERVICES		Assumed Approach	Landscape Walker Macy	WM markup	Architecture	Civil	Cost	
					Signal Architecture	Coughlin Porter Lundeen	DCW Cost Management	
1.	Concept Confirmation	Fixed Fee	\$30,000.00	\$3,200.00	\$20,000.00	\$7,000.00	\$5,000.00	
2.	Schematic Design	Fixed Fee		\$0.00				
2.	Design Development	Fixed Fee		\$0.00				
3.	Construction Documents	Fixed Fee		\$0.00				
4.	Permit	Fixed Fee		\$0.00				
5.	Bid	Fixed Fee		\$0.00				
6.	Services During Construction	Fixed Fee		\$0.00				
ADDITIONAL SERVICES								
1.		Fixed Fee		\$0.00				
2.		Fixed Fee		\$0.00				
3.		Fixed Fee		\$0.00				
4.		Fixed Fee		\$0.00				
5.		Fixed Fee		\$0.00				
			\$30,000.00	\$3,200.00	\$20,000.00	\$7,000.00	\$5,000.00	\$65,200.00
Anticipated Reimbursables			\$1,500.00	\$0.00	\$1,000.00	\$350.00	\$0.00	

Walker Macy / Rotary Pavilion Park													
Personnel and Hourly Rate	PIC	\$205	PM	\$155	QC	\$140	JC	\$100	Staff	\$85	Admin	\$55	Phase Total
15-Feb-22	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	
Concept Confirmation													
Attend an initial start-up meeting	1	\$205	2	\$310	0	\$0	2	\$200	0	\$0	0	\$0	
Review project background materials	2	\$410	4	\$620	0	\$0	2	\$200	0	\$0	0	\$0	
Site Visit (in-person)	8	\$1,640	8	\$1,240	0	\$0	0	\$0	0	\$0	0	\$0	
Attend (4) coordination meetings w/ client/prep (virtual)	6	\$1,230	8	\$1,240	0	\$0	0	\$0	0	\$0	0	\$0	
Attend (3) stakeholder meetings/prep (virtual)	4	\$820	6	\$930	0	\$0	0	\$0	0	\$0	0	\$0	
Attend (1) community outreach day/prep (in-person)	8	\$1,640	8	\$1,240	0	\$0	0	\$0	0	\$0	0	\$0	
Review community/stakeholder feedback and incorporate into design	8	\$1,640	12	\$1,860	0	\$0	4	\$400	0	\$0	0	\$0	
Develop (2) alternative site concept plans	8	\$1,640	20	\$3,100	0	\$0	16	\$1,600	0	\$0	0	\$0	
Develop (1) preferred site concept plan	4	\$820	18	\$2,790	0	\$0	16	\$1,600	0	\$0	0	\$0	
Attend (2) parks & rec commission presentations/prep (1 virtual/1 in-person)	4	\$820	6	\$930	0	\$0	4	\$400	0	\$0	0	\$0	
Attend (1) city council presentation/prep (virtual)	2	\$410	2	\$310	0	\$0	0	\$0	0	\$0	0	\$0	
Total Hours	55		94		0		44		0		0		
Total Fees		\$11,275		\$14,570		\$0		\$4,400		\$0		\$0	\$30,245
Total Hours	55		94		0		44		0		0		
Total Fees		\$11,275		\$14,570		\$0		\$4,400		\$0		\$0	\$30,245
Expenses													\$1,512
Total Labor and Expenses													\$31,757



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 22, 2022

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

Submitted by: Jerica Pascoe Finance Department

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

Background/Summary: Attached are the 2021 Preliminary Fourth Quarter Financial Status and Investment Reports for the period ending December 31, 2021. The 2021 Preliminary Fourth Quarter Financial Status report represents General Fund status, Governmental fund type tax revenues, and citywide revenues and expenditures. The City's Financial Management Policy provides that Council will receive updated information relating to the City's Financial Reports on a quarterly basis.

Previous Council Action: The Preliminary Fourth Quarter 2021 Financial Status and Investment Reports were presented to the Finance Committee at the February 2, 2022 meeting.

Analysis: Year-end projections were made as of the current situation on 9/30/2021. Projections were made with COVID-19 in mind and were predicated on remaining open through year-end.

Key items – 2021 Fourth Quarter:

- General Fund revenues and expenditures were both projected to come in below budget. Revenues came in above budget while expenses/expenditures came in below budget. (Table 1, Page 1)
- Revenue remitted from State of Washington Sales Tax Activity is up 16% over 4th quarter 2020 (Table 2 Page 2)
 - City Assistance is up 82%
 - Hotel/Motel Lodging is up 46%
 - Motor Vehicle Fuel Tax (MVFT) is up 14%
 - Liquor Excise Tax is up 13%
 - Marijuana Excise Tax is up 17%
- Year-End tax revenue ended 14.56% above budget. (Table 3, Page 3)

- Sales tax revenue was 21.41% above budget.
(Table 3, Page 3)
 - Local Criminal Justice .1% – \$139,357 above budget (Table 4, Page 4)
 - Retail Sales for Public Transit .2% - \$219,509 above budget
 - Retail Sales for Public Safety .3% - \$271,487 above budget
 - Regular Retail Sales .85% – \$924,088 above budget
 - Retail Sales for Housing .1% – \$111,720 above budget
 - Retail Sales for Housing (State Credit) - \$88,964 above budget (note amount not budgeted)
- B&O Tax revenue 6.54% above budget. (Table 3, Page 3)
- Other Tax revenue projected 43.6% above budget. (Table 3, Page 3)
- Property Tax revenue .8% above budget. (Table 3, Page 3)
- January through December 2021 sales tax receipts were 14% higher than January through December 2020 receipts. (Table 5, Page 5)
 - The majority of this increase was in Retail Trade and Construction.
- Utility tax revenues were 9.13% higher than 4th quarter 2020. (Table 6, Page 6)
- General Fund revenues and expenses were both projected to come in below budget. Revenues came in \$469,526 above budget. Expenditures came in \$1,472,601 below budget. (Table 7, Page 7)
- The total excess revenues over expenditures for all funds through 4th quarter was \$11.89 million. \$4.55 million of the excess of revenue over expense is from the enterprise and internal service funds in which rates are set to provide for replacement and capital projects. \$2.65 million is a result of the American Rescue Act funding received. (Table 9, Page 9)
- The City had \$66,856,966.59 in excess cash invested. (Investment report, page 1)

Financial Impact: None

Attachments:

[4th Quarter 2021 Investment Report](#)
[Preliminary 4th Quarter Financial Report](#)

CITY OF ELLENSBURG - Investment Report As of 12/31/2021

The City will diversify its investments by security type and institution. The following schedule provides the maximum holdings in any one type of investment with any one type of issuer.

Funds invested \$ 66,856,966.59

Bench Marks

1-year Treasury Constant Maturity - .26%

2-year Treasury Note - .67%

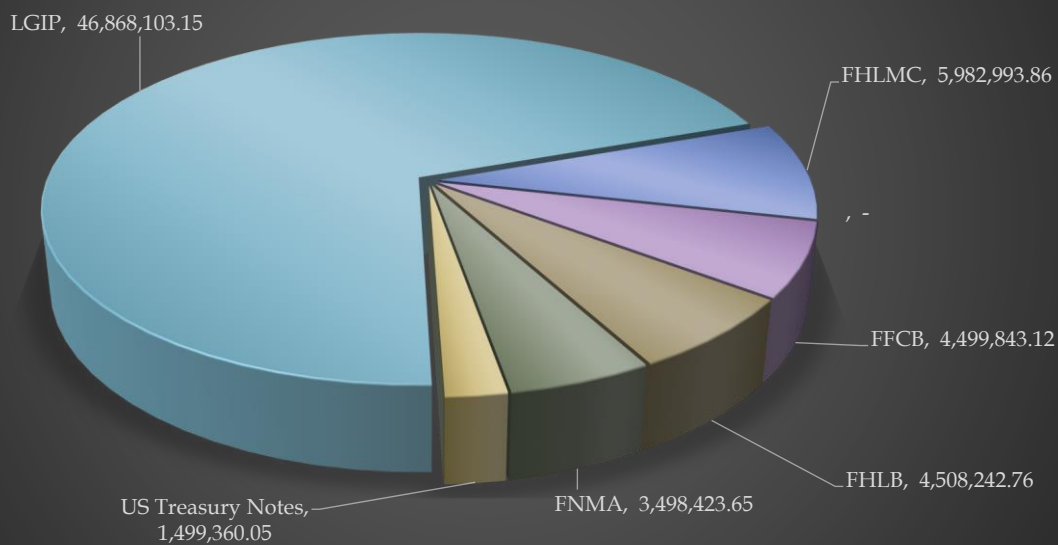
External Investments - 1.07%

Local Govt. Investment Pool (LGIP)-Gross Earnings Rate - .0966%

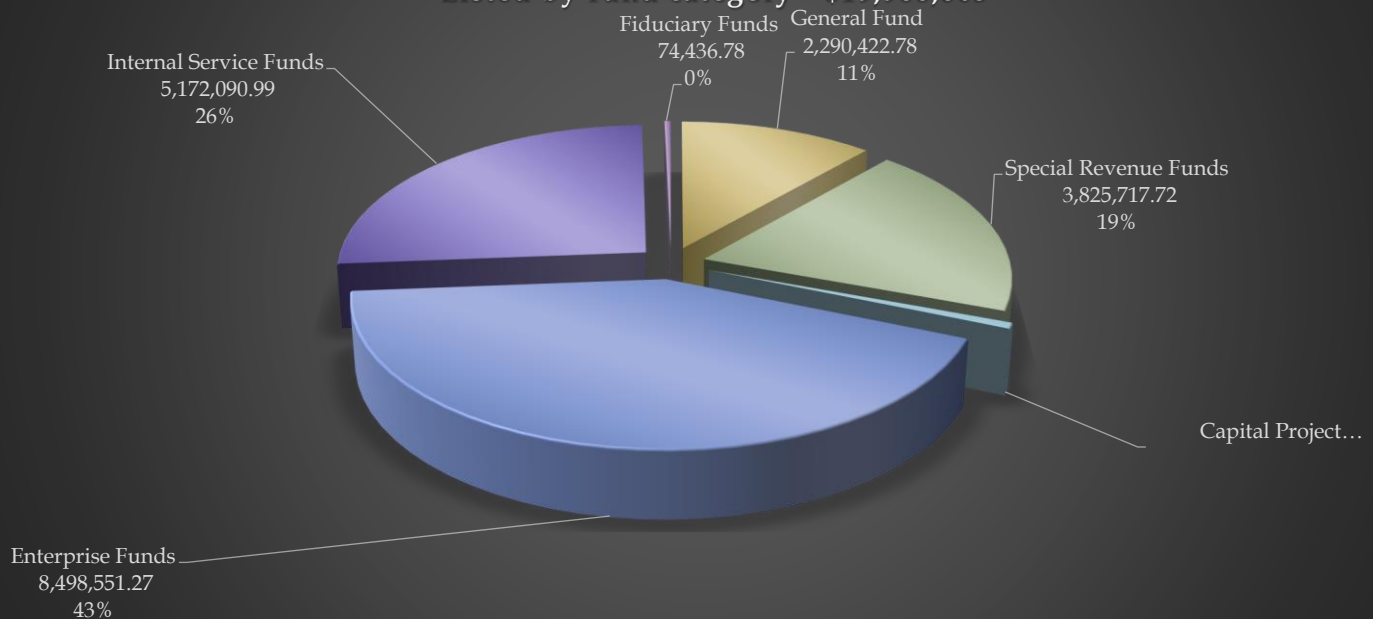
Interfund Loans - PAID IN FULL OCTOBER 31, 2021

Interest earned in December - \$25,402

Total Funds Invested
Listed by Instrument - \$66,856,966



Investments with other Institutions
Listed by fund category - \$19,988,863



CITY OF ELLENSBURG - Investment Report As of 12/31/2021

Investments with other Institutions

Type of Authorized Security	Maximum Holdings and Issuer Limitations	maximum \$ amount that can be invested	% limitation per issuer	% of portfolio invested	Current Investment Holding Amount	Name	Amount Invested w/Issuer	% of Issuer Holding	Yield	Expected Annual Earnings
U.S. Treasury Bills, Notes, Bonds or Certificates	100% of Portfolio	\$66,856,967	no limitation	30%	\$19,988,863	#48 FFCB3133EJGU7 Settled 10/5/18 purchase: \$996,823.28 Matures 12/16/2022	996,823	1%	3.03%	27,100
						#49 FHLB 3130AFW94 Settled 3/11/19 purchase: \$1,003,640.56 Matures 2/13/24	1,001,820	1%	2.46%	25,000
						#51 FHLB 2.3 Settled 4/26/19 purchase: \$1001353 Matures 33/11/22	1,000,225	1%	2.30%	22,500
						#53 FFCB 1.85 Settled 7/19/19 purchase: \$1000925. Matures 02/01/23	1,000,347	1%	1.85%	18,500
						#54 FFCB 1.6 8/14/23 Corp Settled 10/10/19 purchase: \$505,345.94. Matures 08/14/23	502,673	1%	1.38%	8,000
						#56 US Treas Strip 1.55 Settled 01/08/2020 purchase: \$999,741.04 Matures 11/15/23	999,741	1%	1.55%	15,500
						#57 FNMA corp Settled 01/08/2020 purchase: \$1,003,603.11 Matures 10/15/24	1,002,162	1%	1.63%	16,250
						#58 FNMA Corp Settled 01/08/20 purchase: \$1,500,940.08 Matures 09/06/22	1,500,313	2%	1.53%	20,625
						#59 FHLMC Settled 06/15/20 purchase: \$998,312.89 Matures 05/27/25	998,313	1%	0.54%	5,000
						#63 FHLMC Settled 07/15/2020 purchase: \$ 1,000,131.94 Matures 6/26/23	1,000,066	1%	0.25%	2,500
						#65 Treasury Strip.45 Settled 02/11/21 purchase: \$ 499,619.01 Matures 2/15/26	499,619	1%	0.45%	2,250
						#66 FNMA Settled 06/14/21 purchase: \$995,948.42 Matures 8/25/25	995,948	1%	0.50%	5,000
						#67 FFCB Settled 06/14/21 purchase: \$2,000,000 Matures 6/14/24	2,000,000	3%	0.32%	6,400
						#68 FHLB Settled 8/9/21 purchase: \$1,006,671.67 Matures 6/12/26	1,006,005	2%	0.65%	8,229
						#69 FHLMC Settled 08/9/21 purchase: \$3,985,346 Matures 3/30/26	3,984,615	6%	0.63%	20,400
						#70 FHLB Settled 11/4/21 purchase: \$1,500,192.5 Matures 1/2/25	1,500,193	2%	0.77%	11,550
						Subtotal Funds	19,988,863.44	\$ 214,804.00		
						External Investments		1.07% AAY		

CITY OF ELLENSBURG - Investment Report As of 12/31/2021

Investment in State of Washington Investment Pool

State of WA Investment Pool	100% of Portfolio	\$66,856,967	no limitation	70%	46,868,103.15	State of WA Local Government Investment Pool	46,868,103.15	70%	0.0966%	\$ 45,274.59
State Investment Pool							0.10% AAY			

AAY = Average Annual Yie FHLMC - Federal Home Loan Mtg Corp

FHLB - Federal Home Loan Bank

FFCB - Federal Farm Credit Bank

FNMA- Federal National Mortgage Assn

Sorted by Maturity

Security	Description	Rate	Par	Maturity	Months Left to Maturity	Investment #
313378CRO	FHLB	2.3	1,000,000	3/11/2022	3	51
3135gow33	FNMA	NONCALLABLE	1.53	1,500,000	9/6/2022	58
3133EJGU7	FFCB	NONCALLABLE	3.03	1,000,000	12/16/2022	48
3133EKUA2	FFCB	NONCALLABLE	1.85	1,000,000	2/1/2023	53
3137EAES4	FHLMC	0.25	1,000,000	6/26/2023	19	63
3133EKZK5	FFCB	1.6	500,000	8/14/2023	20	54
912833LP3	US	1.55	1,061,000	11/15/2023	24	56
3130AFW94	TREASURY	NONCALLABLE	2.5	1,000,000	2/13/2024	49
3135GOW66	FHLB	NONCALLABLE	1.62	1,000,000	10/15/2024	57
3130APKD6	FNMA	NONCALLABLE	0.77	1,500,000	1/28/2025	38
3134GVYP7	FHLB	Callable starting 4/28/2022	0.54	1,000,000	5/27/2025	59
3135GO5X7	FHLMC	0.375	1,000,000	8/25/2025	45	66
3133EMH62	FNMA	NONCALLABLE	0.32	2,000,000	6/14/2024	67
912833LY4	FFCB	Callable starting 12/14/2021	0.45	511,000	2/15/2026	65
3134GWWP7	US	0.63	4,000,000	3/30/2026	52	69
3130AMFS6	TREASURY	NONCALLABLE	0.65	1,000,000	6/12/2026	68
	FHLB	CALLABLE starting 3/30/23				
	FHLB	NONCALLABLE				
Total Par			20,072,000			

Investment by Fund/Category

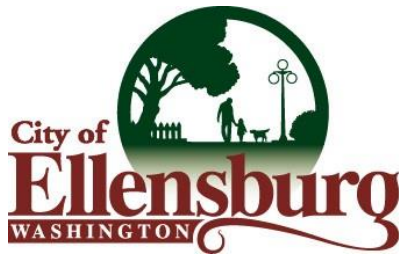
General Fund	2,290,422.78
Special Revenue Funds	3,825,717.72
Capital Project	127,643.90
Enterprise Funds	8,498,551.27
Internal Service Funds	5,172,090.99
Fiduciary Funds	74,436.78
Total	19,988,863.44
LGIP	46,868,103.15
	-
Total	66,856,966.59

Investment by Instrument

US Treasury Notes	1,499,360.05
State of WA Bonds	-
LGIP	46,868,103.15
FHLMC	5,982,993.86
	-
FFCB	4,499,843.12
FHLB	4,508,242.76
FNMA	3,498,423.65
Total	66,856,966.59

- difference

City of Ellensburg Washington



Quarterly Financial Status Report

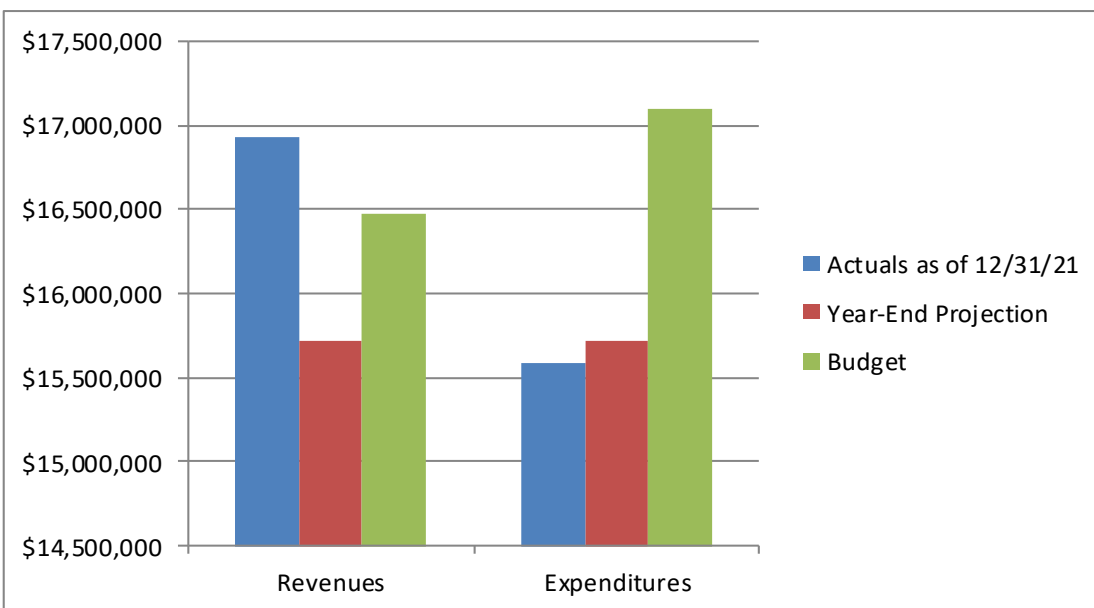
For the Quarter Ending December 31, 2021

PRELIMINARY AS OF 01/20/22

General Fund

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

Table 1



NOTE:

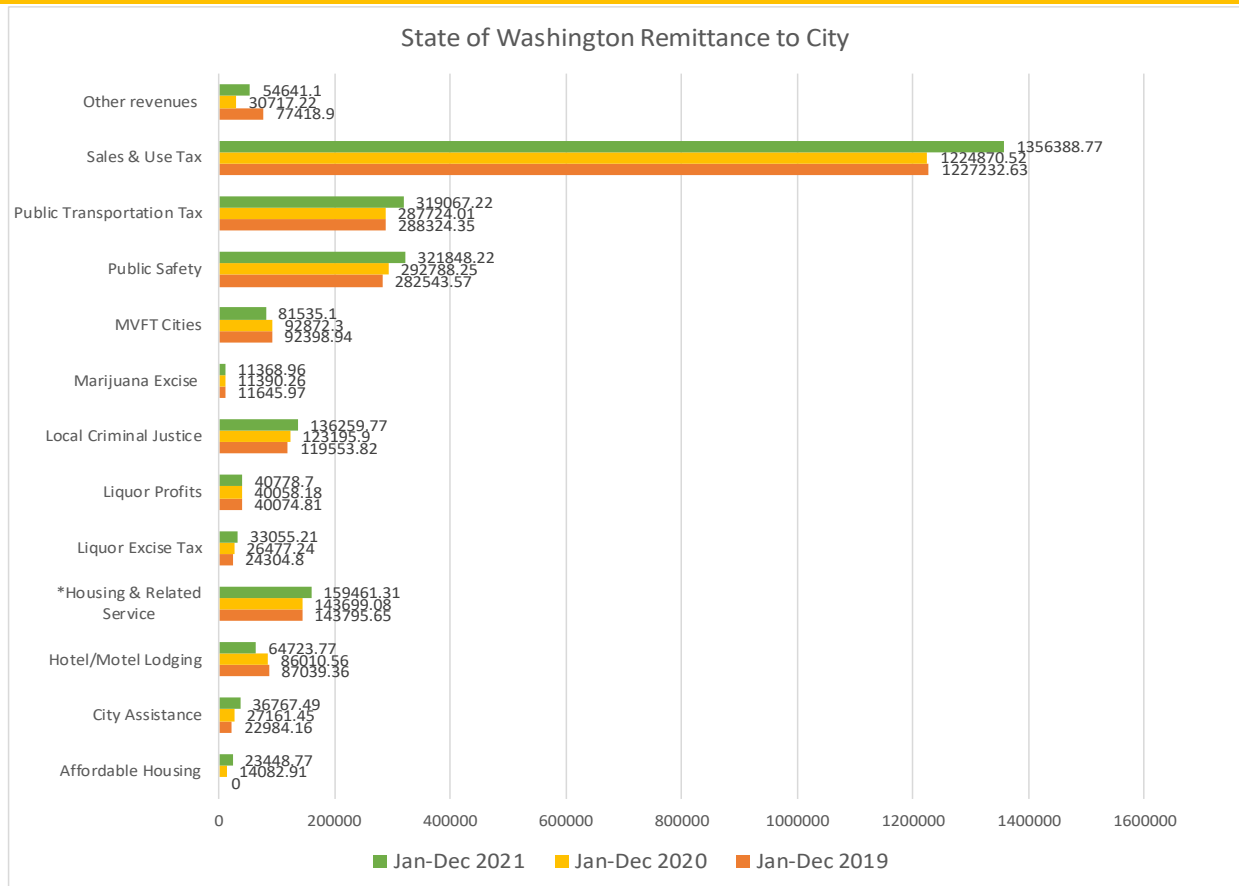
The above graph illustrates the difference between year-to-date actuals through September, year-to-date projections as of September, and revised budget through September.

Fourth quarter projections were left as of the current situation on 9/30/2021. Projections were made with the economic recovery in mind and is predicated on remaining in Phase III through year-end. Please keep in mind, these projections were based on the limited information known by local governments as of the end of September. General Fund expenditures were expected to come in below budget as required by Chapter 35.33 RCW. Budgeted expenditures reflected all adjustments that were taken to Council for approval through December 6, 2021. Revenue projections were done on an individual basis in October and will be discussed further in this report.

Governmental Funds Tax Revenue

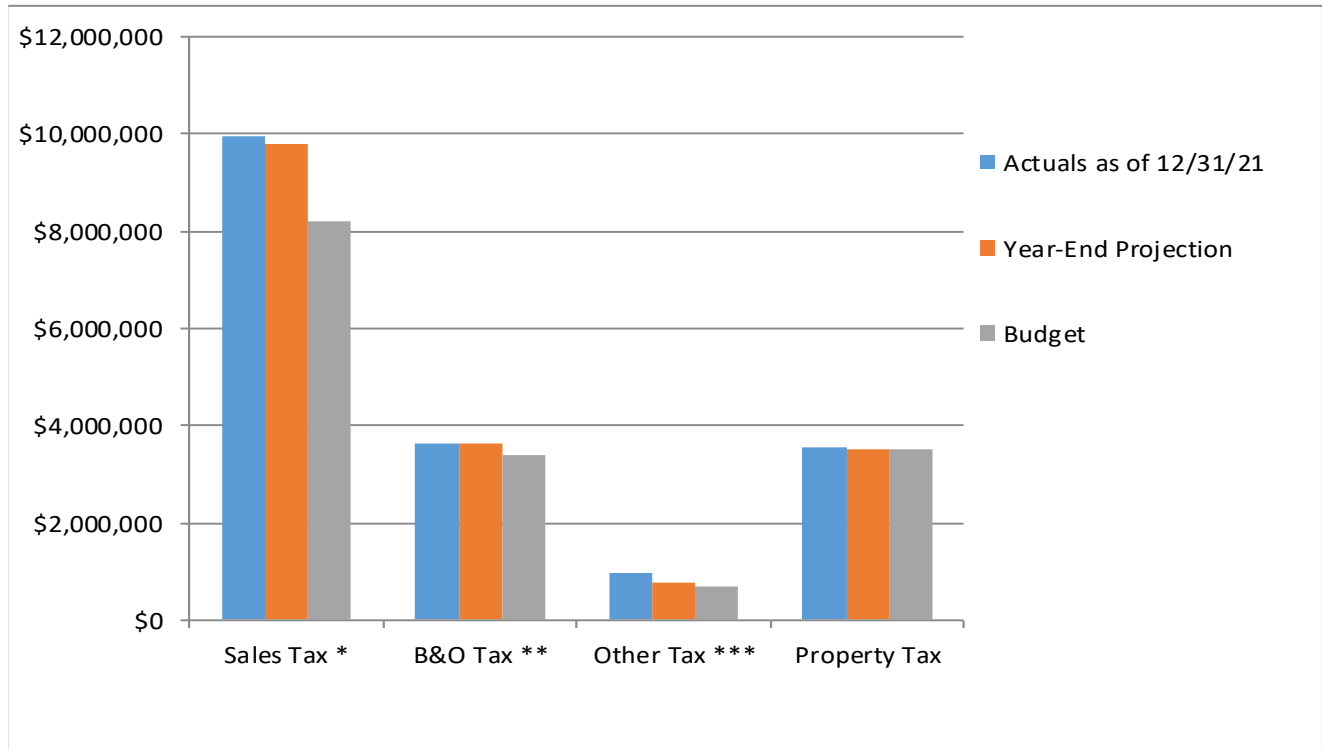
Table 2

CITY OF ELLENSBURG Year-to-Date Revenue Remitted from State of Washington Sales Tax Activity - Cash Jan-Dec '20 Compared to Jan-Dec '21 Table 2



	Receipts Dates Jan-Dec 2019	Receipts Dates Jan-Dec 2020	Receipt Dates Jan-Dec 2021	Increase/ (Decrease)	% Inc (Dec)
Affordable Housing	-	80,493	88,964	8,471	0%
City Assistance	113,863	109,309	198,603	89,294	82%
Hotel/Motel Lodging	578,016	353,445	517,230	163,785	46%
Housing & Related Service	598,470	595,372	680,267	84,895	14%
Liquor Excise Tax	111,802	125,809	142,736	16,927	13%
Liquor Profits	120,205	160,218	165,726	5,508	0%
Local Criminal Justice	493,718	500,512	608,389	107,877	22%
Marijuana Excise	46,072	45,307	53,146	7,839	17%
MVFT Cities	390,670	343,867	364,921	21,054	6%
Public Safety	1,174,552	1,196,526	1,441,205	244,679	20%
Public Transportation Tax	1,199,186	1,192,711	1,358,736	166,025	14%
Sales & Use Tax	5,105,787	5,074,277	5,774,585	700,308	14%
Other Revenues	238,835	161,764	183,489	21,725	13%
Totals	10,171,176	9,939,610	11,577,997	1,638,387	16%

Table 3



	Actuals as of 12/31/21	Year-End Projection	Budget	%Actual Over/(Under) Budget
Sales Tax *	\$9,952,145	\$9,813,618	\$8,197,021	21.41%
B&O Tax **	3,626,769	3,632,979	3,404,235	6.54%
Other Tax ***	976,504	750,091	680,000	43.60%
Property Tax	3,558,426	3,530,304	3,530,304	0.80%
	\$18,113,845	\$17,726,992	\$15,811,560	14.56%

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

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

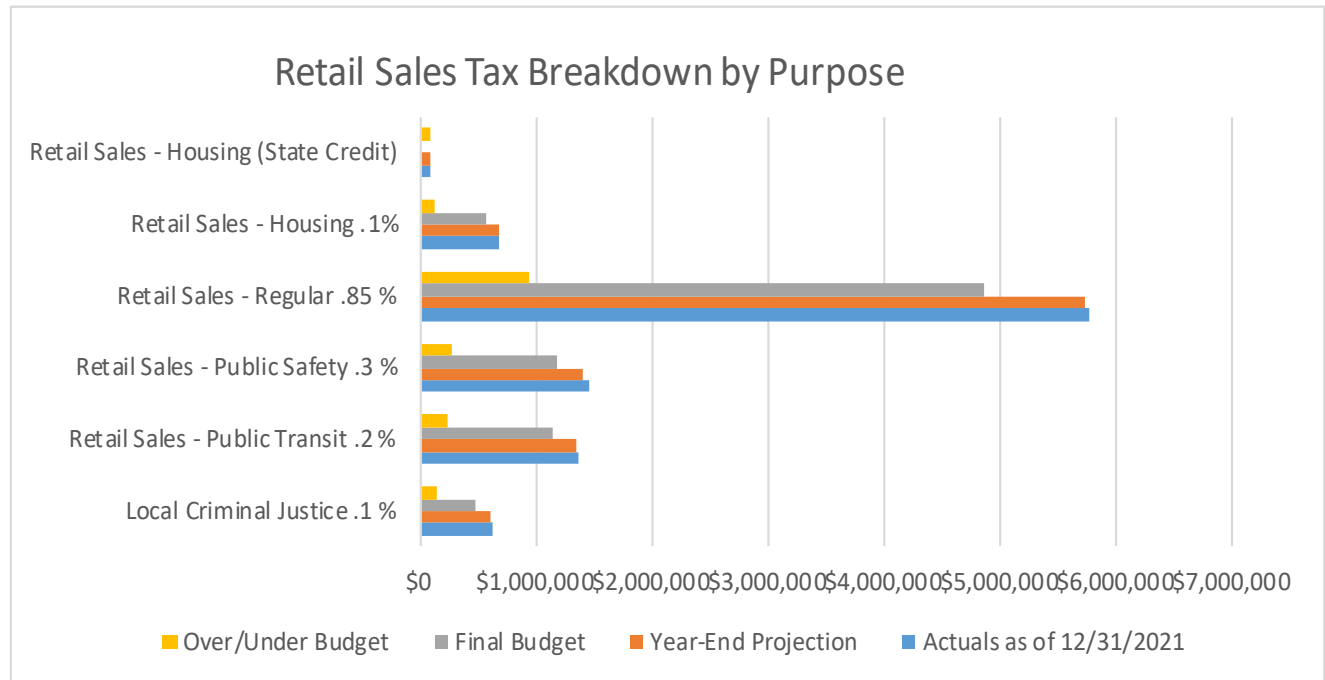
*** OTHER TAX includes leasehold and other excise taxes including hotel/motel tax

Overall governmental fund tax revenue was projected to come in approximately \$1.9 million or 12.11% above budget. It came in at \$2.3 million and 14.56% above budget. Utility and Hotel/Motel Taxes were expected to be the hardest hit governmental fund tax revenue. Hotel/Motel Tax revenue was budgeted at 62% of 2019. In 2020 Hotel/Motel Tax Revenue came in at 61.15% of 2019. In 2021 Hotel/Motel Tax revenue came in at 89.48% of 2019.

Sales Tax

Table 3 breaks down the difference of budgeted less projected by tax purpose. It is important to note that this includes retail sales and use tax that is restricted for public transit, public safety, and affordable housing purposes. Sales tax revenue received in January is for November 2020 activity. We used an average of sales tax over the past 9 months in order to project through year-end. Budgets were set at 95% of 2019 actuals.

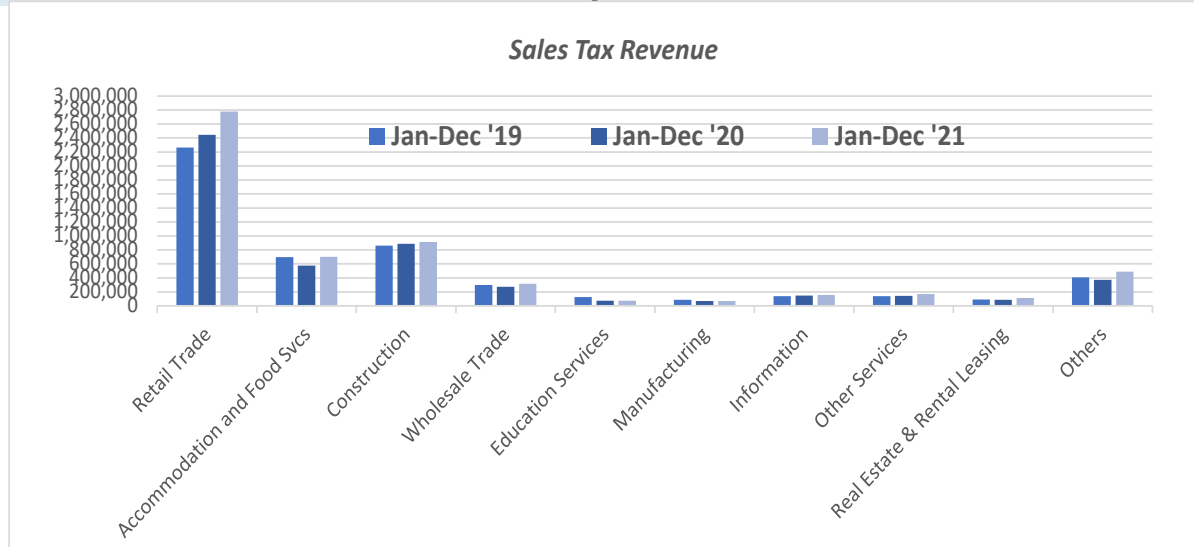
Table 4



	Actuals as of 12/31/2021	Year-End Projection	Final Budget	Actuals Over/Under Budget
Local Criminal Justice .1 %	\$608,389	\$590,798	\$469,032	\$139,357
Retail Sales - Public Transit .2 %	1,358,736	1,347,344	1,139,227	\$219,509
Retail Sales - Public Safety .3 %	1,441,205	1,389,674	1,169,718	\$271,487
Retail Sales - Regular .85 %	5,774,585	5,725,880	4,850,497	\$924,088
Retail Sales - Housing .1%	680,267	673,151	568,547	\$111,720
Retail Sales - Housing (State Credit)	88,964	86,771	0	\$88,964
	\$9,952,145	\$9,813,618	\$8,197,021	\$1,755,124

Table 5

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



	Receipts Dates <u>Jan-Dec '19</u>	Receipts Dates <u>Jan-Dec '20</u>	Receipt Dates <u>Jan-Dec '21</u>	Increase/ <u>(Decrease)</u>	% Inc <u>(Dec)</u>
Retail Trade	2,261,358	2,445,756	2,778,374	332,618	14%
Accommodation and Food Svcs	697,897	576,520	701,982	125,462	22%
Construction	859,560	888,180	912,568	24,388	3%
Wholesale Trade	299,835	271,144	314,589	43,445	16%
Education Services	126,836	76,108	72,978	-3,130	-4%
Manufacturing	88,274	70,198	69,276	-922	-1%
Information	136,929	146,770	157,993	11,223	8%
Other Services	139,659	142,663	167,566	24,903	17%
Real Estate & Rental Leasing	90,372	85,687	110,849	25,162	29%
Others	405,060	371,251	488,408	117,157	32%
Total	\$ 5,105,780	\$ 5,074,277	\$ 5,774,583	\$ 700,306	14%

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

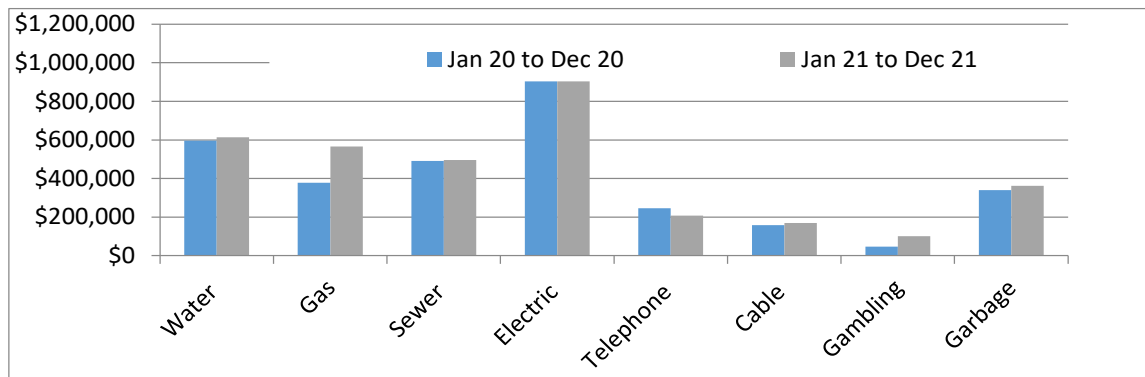
Retail sales tax is distributed monthly reflecting 20 different categories. The above graph reflects the top nine categories with 11 categories being identified within the “Others” category. Education Services and Manufacturing still have not recovered and both show a continued decline since 2019. “Others” showed the highest percentage increase with “Retail Trade” showing the highest dollar increase. Regular retail sales tax revenue had a **14% overall increase** over the same period last year. These numbers do not include the .03% for criminal justice, the .02% for public transit, or the .01% for housing and related services. **These revenues are for sales from November through October.**

Utility Tax

The City generates utility tax revenues from the sale of the City's gas, electric, water, and sewer utilities as well as utility taxes on cable television, telephone, and garbage collection. The cable utility tax revenue includes both the General Fund and the Special Revenue funds.

Table 6

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



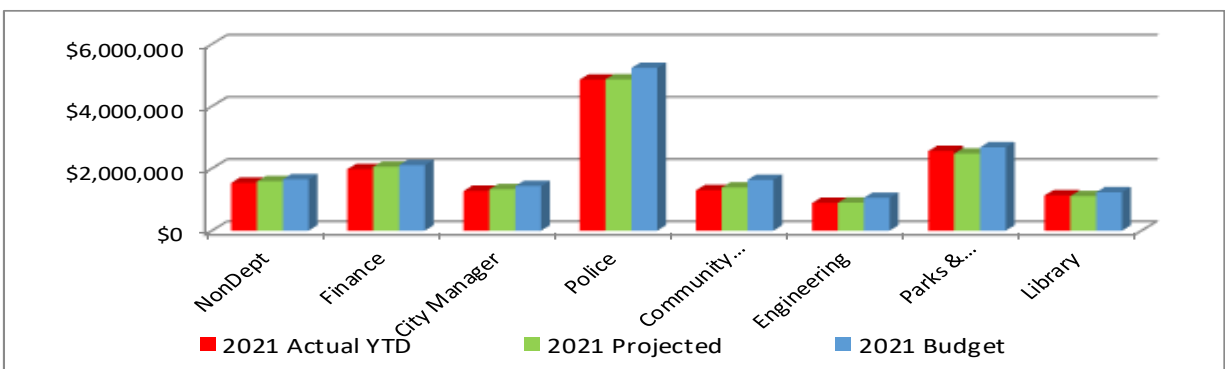
	Receipt Dates Jan 20 to Dec 20	Receipt Dates Jan 21 to Dec 21	Increase/ (Decrease)	% Inc (Dec)
Water (10.5%)	\$596,695	\$614,227	\$17,532	2.94%
Gas (6%)	378,209	565,884	187,675	49.62%
Sewer (10.5%)	491,549	495,674	4,125	0.84%
Electric (6%)	1,067,301	1,111,258	43,957	4.12%
Telephone (6%)	244,877	207,555	(37,322)	-15.24%
Cable (1.075%)	158,336	169,661	11,326	7.15%
Gambling (varies 2%-8%)	46,414	100,789	54,376	117.15%
Garbage (8.1%)	339,828	361,719	21,891	6.44%
Total	<u>\$3,323,208</u>	<u>\$3,626,769</u>	<u>\$303,561</u>	<u>9.13%</u>

Revenue was recorded as cash basis for this report.

Telephone and cable taxes will continue to decrease as landlines and cable television have become less common. Residents using cell phone numbers from out of the area are not paying this local telephone tax. Gas receipts are up due to the sale of natural gas storage reserves. In February the City sold fixed natural gas contracts and storage reserves in the Rocky Mountain basin and backfilled with lower cost gas from the north. The sales amounted to \$2.5 million in net proceeds to the gas utility. This created an additional \$150K in utility taxes to the City. Gambling taxes are up because of a past due account being paid in full.

Table 7

General Fund				
Revenues and Expenditures - Budget and Actual				
For the Period Ending December 31, 2021				
	2021 Budget	2021 Projected	2021 Actual YTD	Budget less Actual
Revenues				
Taxes	\$7,188,151	\$7,533,013	\$7,587,487	-\$399,336
Licenses & Permits	797,983	\$656,756	832,103	-\$34,120
Intergovernmental	538,538	\$733,695	756,501	-\$217,963
Charges For Fees	4,089,171	\$3,921,426	3,994,671	\$94,500
Fines & Forfeits	152,900	\$63,913	68,040	\$84,860
Misc.	193,125	\$152,536	190,961	\$2,164
Transfers	1,942,483	\$1,942,483	1,942,483	\$0
Other Receipts	1,551,660	710,057	1,551,292	\$368
Total	\$16,454,011	\$15,713,877	\$16,923,537	-\$469,526
Expenditures by Dept				
NonDept	\$1,649,625	\$1,588,551	\$1,538,204	\$111,421
Finance	2,105,970	\$2,055,757	1,981,569	\$124,401
City Manager	1,434,851	\$1,330,058	1,279,845	\$155,006
Police	5,234,196	\$4,866,327	4,859,817	\$374,379
Community Develop.	1,632,219	\$1,388,130	1,303,564	\$328,655
Engineering	1,053,043	\$897,898	891,250	\$161,793
Parks & Recreation	2,680,007	\$2,479,876	2,561,975	\$118,032
Library	1,232,517	\$1,112,668	1,134,452	\$98,065
Economic Development	4,000	\$4,000	3,151	\$849
Total	\$17,026,428	\$15,723,265	\$15,553,827	\$1,472,601
Excess of Revenues over	-\$572,417	-\$9,388	\$1,369,710	-\$563,029
Beginning Balance	4,178,154	4,178,154	4,178,154	\$0
Other Receipts	0			\$0
Ending Fund Balance	\$3,605,737	\$4,168,766	\$5,547,864	\$563,029



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

Table 8

DEBT ACTIVITIES	Issued Date	Maturity Date	Original Amount	Balance as of 12/31/21	2022 Debt Payment
General Obligation					
Library Bonds *	2003/2014	2022	1,905,000	180,000	185,400
Maintenance Bond - Pool	2010	2030	2,935,000	1,535,000	212,200
2017 GOI Bond - Public Safety Bldg.	2017	2037	121,200	7,200,000	562,326
Telecom Utility - LTGO Taxable **	2016	2036	290,243	232,295	19,072
			5,251,443	9,147,295	978,998
Interfund Loan					
City Hall Construction**	2012	2021	2,599,657	0	0
			2,599,657	0	0
Revenue Bonds					
Stormwater Bond *****	2020	2039	3,000,000	5,000,000	216,501
Water Sewer *****	2016	2029	6,990,000	5,490,000	761,819
Gas	2016	2036	859,015	674,943	52,115
Electric- Refunding***	2005/2014	2025	3,650,000	1,455,000	396,200
Electric	2014	2033	4,540,000	4,450,000	205,925
Water	2013	2022	2,416,431	236,627	241,643
Water/Sewer *****	2021	2040	51,000	51,000	0
			21,506,446	17,357,570	1,874,203

* Library Bonds were refunded in 2014 with a new bond which has a lower interest rate.

** LTGO Taxable 20 year bonds in 2016

*** Electric Bonds were refunded in 2014 with a new bond which has a lower interest rate

**** Water/Sewer Bonds refunded in 2016 with a new bond at a lower interest rate

***** Up to \$5 million Waterworks Utility Bond for Stormwater Utility. Draw period ends Dec 31, 2021

***** Up to \$10 million Waterworks Utility Bond for Water and Sewer Utilities. Draw period ends Nov. 30, 2022

Citywide Report

The table on the next page- Revenues and Expenditures-Actual shows that the City brought in approximately \$11.9 million more than it spent in 2021. \$4.55 million of the excess of revenue over expense is from the utility and internal service funds. An additional \$2 million is from the American Recovery Act Funding. *Table 8 reduces utility revenues by the outstanding utility receivable amounts to convert revenue amounts to cash basis.

Investment Report

See attachment, which shows the breakdown of our investment portfolio. The goal of our investment is safety, liquidity, and yield. To have safety and liquidity, most of our investments reside in the State Pool.

Table 9

All City Funds Revenues and Expenditures- Actual For the Quarter Ending September 30, 2021			
	Revenue	Expenditures	Excess of Revenue Over Expenditures
General Fund	\$16,923,537	\$15,585,755	\$1,337,782
Special Revenue Funds			
Street	2,460,573	2,312,044	148,529
Arterial	2,868,209	2,248,603	619,606
Traffic Impact	262,525	265,996	(3,471)
Ellensburg Public Transit	1,814,244	1,632,729	181,515
Criminal Justice	1,450,238	1,272,179	178,059
Drug Fund	4,271	4,553	(282)
Sales Tax	5,785,006	4,715,073	1,069,933
CATV	92,199	95,707	(3,508)
Parks Acquisition	460,474	619	459,855
Arts Acquisition	80,703	78,845	1,858
Lodging Tax	521,441	266,393	255,048
Housing & Related Service	771,227	0	771,227
COVID-19 Funds	2,949,424	947,676	2,001,748
Debt Funds			
Public Safety Bond	203,184	203,184	0
Maintenance Bond	1,922,063	1,901,017	21,046
Library Bond	175,758	180,800	(5,042)
LID Guarantee Fund	130	0	130
Capital Funds			
Capital Const. Bond Projects	0	14,456	(14,456)
Sidewalk	402,142	151,772	250,370
Enterprise Funds			
Stormwater	3,565,922	1,545,858	2,020,064
Telecommunications	399,217	399,442	(225)
Gas	9,427,029	8,161,740	1,265,289
Electric	18,675,402	17,345,082	1,330,320
Water	5,946,257	6,515,424	(569,167)
Sewer	4,737,651	6,096,448	(1,358,797)
Internal Service Funds			
Shop	2,535,995	2,137,064	398,931
Health Insurance	3,189,195	2,873,663	315,532
Risk Management	938,016	722,174	215,842
IT	1,948,945	1,019,461	929,484
Library Trust	1,315	175	1,140
Hal Holmes	22,420	0	22,420
Fire Relief	184,775	134,309	50,466
Total	\$90,719,487	\$78,828,241	\$11,891,246
Managerial Funds of the General Fund			
* Utility Revenue amounts have been converted to cash basis			



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: February 22, 2022

Item Title/Agenda Subject: City of Ellensburg Land Acknowledgment Statement

Submitted by: Nicole Klauss City Manager Department

Recommended Action or Motion: Consider and adopt the proposed resolution for the City of Ellensburg to adopt a land acknowledgment statement.

Background/Summary: In May 2021 the Diversity, Equity & Inclusion (DEI) Commission tasked a subcommittee to work on the research and development of a land acknowledgment statement for the City of Ellensburg as a way to show respect to the Native American members of our community and to honor the history of our land.

The subcommittee conducted research and reviewed other agencies' land acknowledgment statements and how they were used. They workshopped multiple drafts with the DEI Commission and obtained feedback on the statement from local Native Americans in the Aronica family. That feedback was incorporated, leading to the version now in the resolution. Some of the feedback from the Aronica family included a preference to focus on acknowledging the land itself.

The DEI Commission provided an attached memo about why a City of Ellensburg land acknowledgment is important and possible ways it could be used by the City or the community. After much discussion the commission decided not to require rules of use for the land acknowledgment statement, but ask that those who use it be thoughtful in its use.

Previous Council Action: In March 2021, the City Council approved Ordinance 4871, allowing the establishment of the Diversity, Equity & Inclusion Commission, to assist the Council in promoting diversity, equity and inclusion in the City of Ellensburg through action, education and guidance.

Analysis: Accepting the DEI Commission's recommendation to adopt a

land acknowledgment statement will be one step toward increasing belonging, and promoting diversity, equity and inclusion in the City.

Financial Impact: None at this time.

Attachments:

[Land Acknowledgment Resolution](#)
[Memo from DEI Commission](#)

RESOLUTION NO. 2022 – ____

A RESOLUTION of the Ellensburg City Council to adopt a land acknowledgment statement for the City of Ellensburg.

WHEREAS, the Ellensburg Diversity, Equity and Inclusion Commission is proposing the following land acknowledgment statement for adoption by the Ellensburg City Council:

The City of Ellensburg is located on the historic home of the K'ti'tas and Pshwánapam bands of Indigenous people. Today, these bands are part of the Confederated Tribes and Bands of the Yakama Nation, a federally-recognized Native Nation constituted under the Treaty with the Yakamas of 1855. The Indigenous stewards of this land practiced a subsistence lifestyle through fishing, hunting, and gathering since time immemorial and remain committed stewards of this land, cherishing it, protecting it and using it, as instructed by their elders through generations, and actively practicing the traditions and culture as neighbors in the Ellensburg community.

WHEREAS, the City Council, City departments, boards and commissions, and the public may use the statement to acknowledge the land we are on in Ellensburg.

NOW THEREFORE, BE IT RESOLVED, the Ellensburg City Council hereby adopts the above land acknowledgment statement.

Adopted by the City Council of the City of Ellensburg this 22 day of February, 2022.

Mayor

Attest:

City Clerk

February 22, 2022

To: Ellensburg City Council

From: City of Ellensburg Diversity, Equity & Inclusion Commission

Re: Land Acknowledgment Statement

Land acknowledgment is not a new concept. It is a custom that has been around for centuries throughout many Native nations and among many Native communities. Used by both Native Peoples and non-Natives, land acknowledgments recognize the original stewards of the occupied lands on which we now live.

Those original stewards are the ancestors of many of our Indigenous neighbors who did and still call Ellensburg home, and who continue to care for and honor the lands we all live on.

Making a land acknowledgment should be motivated by genuine respect and support for Native Peoples.

A land acknowledgment statement should also be seen as merely a starting point to the ongoing support of Indigenous communities and organizations.

We offer this brief land acknowledgment statement to continue broadening public awareness of the history that has led to this moment in our Ellensburg community.

“The City of Ellensburg is located on the historic home of the K’ti’tas and Pshwánapam bands of Indigenous people. Today, these bands are part of the Confederated Tribes and Bands of the Yakama Nation, a federally-recognized Native Nation constituted under the Treaty with the Yakamas of 1855. The Indigenous stewards of this land practiced a subsistence lifestyle through fishing, hunting, and gathering since time immemorial and remain committed stewards of this land, cherishing it, protecting it and using it, as instructed by their elders through generations; actively practicing the traditions and culture as neighbors in the Ellensburg community.”

These are possible uses:

When new elected or appointed officials take the oath of office

Whenever one is invited to acknowledge the land by the descendants and stewards of the land

Whenever annexing land into the city or having new construction

Dedicating new parks, for example, possibly placing the statement permanently on a plaque or sign

Any public gathering in which the history or the diversity of culture within Ellensburg is being recognized

When using the land acknowledgment statement there should be a tie into why it's being used.

Acknowledging the land does not need to be a full reading of the land acknowledgment statement. It can be when identifying where one lives, as "I have come to know this is the historic home of the K'ti'tas and Pshwánapam bands of Indigenous people that today are part of the Confederated Tribes and Bands of the Yakama Nation," in person or virtually.

Community members are welcome to use the land acknowledgment statement when acknowledging the land in the City of Ellensburg.



MANAGER'S REPORT

DATE: February 22, 2022
TO: Ellensburg City Council
FROM: Heidi Behrends Cerniwey, City Manager

1. Library and Hal Holmes Center Closed on February 25, 2022.

Staff would like to inform Council that the Library and Hal Holmes Center will be closed on Friday, February 25, 2022 from 10:00 am to 6:00 pm for safety training and a staff retreat. The Library will reopen on February 26, 2022 at 10:00 am.

2. Public Works Department Closed on March 8, 2022.

Staff would like to inform Council that the Public Works and Utilities (PW&U) offices will be closed to business on Tuesday, March 8, from 8:00 a.m. to 5:00 p.m. The Public Works and Utilities administration personnel, as well as forepersons from electric, natural gas, sewer, shop and warehouse, street, and water divisions, will be participating in a staff retreat. Personnel from the City Manager's office will answer the PW&U main telephone lines during this time.